

Attachment 4

Valley Water Temporary Construction Easements (73 pages to follow)

San Jose Water Co. APN	General Location	VW Temporary Construction Easement File #	VW Temporary Construction Easement Size	Appraised Value (11/15/2024)
467-13-002	17 th Street Station	#4021-506	10,420 sf	\$246,200
467-13-003	17 th Street Station	#4021-521	1,577 sf	\$41,750
472-11-016	Martha and 12 th Streets	#4021-458	19,942 sf	\$489,000
472-12-058	Martha and 12 th Streets	#4021-464	70,211 sf	\$1,474,000
472-12-071	Martha and 12 th Streets	#4021-465	19,517 sf	\$410,000
477-12-024	Rocksprings Drive	#4021-472	15,959 sf	\$15,000
477-20-033	Tully Road and Galveston Ave.	#4021-473	44,393 sf	\$27,800

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

**AFTER RECORDING RETURN TO:
REAL ESTATE SERVICES UNIT
SANTA CLARA VALLEY WATER
DISTRICT
5750 ALMADEN EXPRESSWAY
SAN JOSE, CALIFORNIA 95118**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 467-13-002 (portion of)

DOCUMENT NO.: 4021-506

TEMPORARY CONSTRUCTION EASEMENT

SAN JOSE WATER COMPANY, formerly known as San Jose Water Works, a California corporation, hereinafter referred to as "Grantor," grants to the SANTA CLARA VALLEY WATER DISTRICT, a Special District created by the California Legislature, hereinafter referred to as "Grantee," a temporary construction easement over, upon and across a portion of that real property in the City of San Jose, County of Santa Clara, State of California, described as:

See Exhibit "A" attached hereto and made a part hereof ("Easement Area").

This temporary construction easement ("Easement") is granted under the express conditions listed below:

1. Grantor represents and warrants that she/he is the owner of the property described in Easement Area and that Grantor has the exclusive right to convey the Easement to the Grantee.
2. This Easement is necessary for the purpose of constructing the Coyote Creek Flood Protection Project and related activities incident to construction. This Easement shall not be revoked and shall continue in full force and effect beginning on July 1, 2026 until December 31, 2029, at which time the Easement shall terminate.
3. Grantor and Grantee acknowledge that the duration of the construction activity authorized herein within the Easement Area will likely be shorter than the term described in Section 2. Grantee agrees to notify Grantor in writing at least 1 week prior to exercising the rights granted herein to enter the Easement Area. The written notification to the Grantor shall include an estimate of the expected duration of the Grantee's contractors and/or subcontractors use of the Easement Area.
4. Grantee agrees to use all reasonable efforts to keep any roadway covered by the Easement open to vehicular traffic and to not interfere with residential occupants,

Grantor's utility operations, or construction activity of Grantor on site. Grantee will keep the Easement Area clean and remove all debris related to its construction.

5. Grantee agrees to indemnify, defend, and hold harmless Grantor from and against any and all claims, damages, liabilities, obligations, demands, actions, causes of action, costs or any expenses whatsoever, including without limitation attorney's fees, costs, or any other legal expenses that Grantor may reasonably incur, arising from or caused, directly or indirectly by the entry onto the property by Grantee or its agent's, employees, invitees, contractors and subcontractors.
6. The provisions of this Easement shall inure to the benefit of, and bind, the successors and assigns, heirs, and devisees of the respective parties.

Dated this _____ day of _____, 20____

GRANTOR:

SAN JOSE WATER COMPANY,
a California Corporation

Jacob Walsh
Vice President of Engineering

Curtis A. Rayer
Vice President of Operations

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)) _____
--

ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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COUNTY OF SANTA CLARA } SS

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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.

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| <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 CONSENT AND ACCEPTANCE

This is to certify that the interest in real property conveyed by the attached Deed or Grant to the Santa Clara Valley Water District, also referred to herein as the Grantee, is hereby accepted by the undersigned duly authorized agent on behalf of the Board of Directors of said Santa Clara Valley Water District, pursuant to authority conferred by Resolution No. 14-79 of said Board of Directors adopted on the 9th day of September 2014, and the Grantee consents to recordation thereof by its said duly authorized agent.

Dated: _____, 20__

Santa Clara Valley Water District

By: _____
Chief Executive Officer/Clerk of the Board of Directors
(Strike out inapplicable one)

Exhibit "A"

Legal Description and Plat

(5 pages to follow)

Santa Clara Valley Water District
San Jose, California

PROJECT: COYOTE CREEK FLOOD
PROTECTION PROJECT (CCFPP)

RESU File No.: 4021-506
By: H. Zaeri

An easement over that certain real property situate in the City of San Jose, County of Santa Clara, State of California, being a portion of "LOT 62" as shown on that certain Map entitled "MAP No. 14 OF SAN JOSE WATER C^OLANDS" filed on April 10, 1911, in Book N of Maps at Page 45, in the Office of the Recorder, County of Santa Clara, State of California, more particularly described as follows:

PARCEL A

Temporary Construction Easement

COMMENCING at the most northwesterly corner of said "LOT 62" as shown on said map;

Thence along the general northerly line of said "LOT 62", N60°05'44"E 74.88 feet, to the **POINT OF BEGINNING**;

Thence continuing along said general northerly line, the following two (2) courses:

- 1) N60°05'44"E 60.06 feet;
- 2) N60°02'11"E 35.40 feet;

Thence leaving said general northerly line, the following five (5) courses:

- 1) S29°57'43"E 9.94 feet;
- 2) N60°01'10"E 17.06 feet
- 3) S29°53'35"E 30.02 feet;
- 4) S60°04'43"W 60.46 feet;
- 5) N29°54'16"W 39.94 feet, to the **POINT OF BEGINNING**.

Containing 4,324 square feet of land, more or less.

PARCEL B

Temporary Ingress & Egress Easement

COMMENCING at the most northwesterly corner of said "LOT 62" as shown on said map;

Thence along the general northerly line of said "LOT 62", N60°05'44"E 74.88 feet;

Thence leaving said general northerly line, S29°54'16"E 39.94 feet, to the **POINT OF BEGINNING**;

Thence along the following five (5) courses:

- 1) N60°04'43"E, 52.06 feet;
- 2) S06°05'23"E, 116.01 feet;
- 3) S27°51'40"E, 24.32 feet;
- 4) S19°05'26"W, 60.78 feet;
- 5) S44°00'49"W, 34.72 feet, to a point on the westerly line of said "LOT 62";

Thence continuing along said westerly line, N29°54'16"W, 20.11 feet;

Thence leaving said westerly line, the following four (4) courses:

- 1) N50°30'56"E, 22.07 feet
- 2) N02°34'00"E, 87.55 feet;
- 3) N06°04'40"W, 15.14 feet;
- 4) N29°54'16"W, 68.43 feet to the **POINT OF BEGINNING**.

Containing 5,826 square feet of land, more or less.

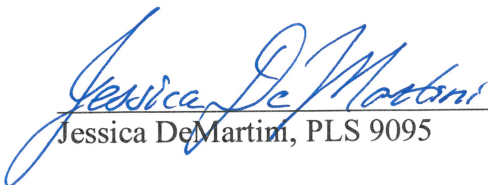
BASIS OF BEARINGS:

The bearing of N60°05'44"E shown as N59°20'E along the northerly-line of "LOT 62", as shown on that certain Map entitled "MAP No. 14 OF SAN JOSE WATER C^OLANDS" filed on April 10, 1911, in Book N of Maps at Page 45, in the Office of the Recorder, County of Santa Clara, State of California, was used as Basis of Bearings shown hereon.

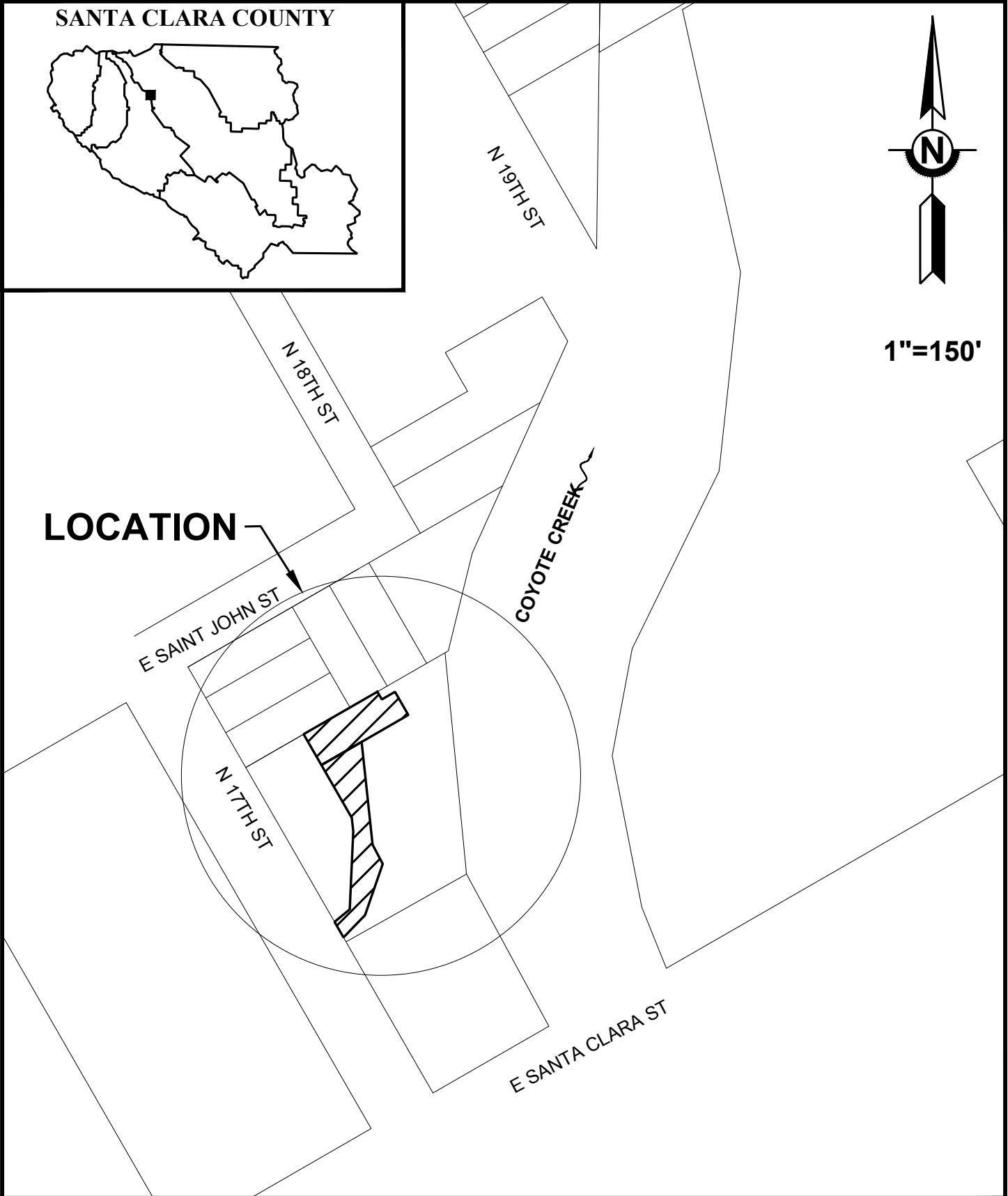
SURVEYOR'S STATEMENT:

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




Jessica DeMartini, PLS 9095

8/28/25
Date



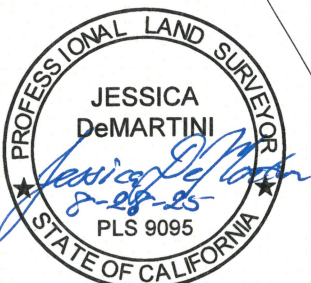
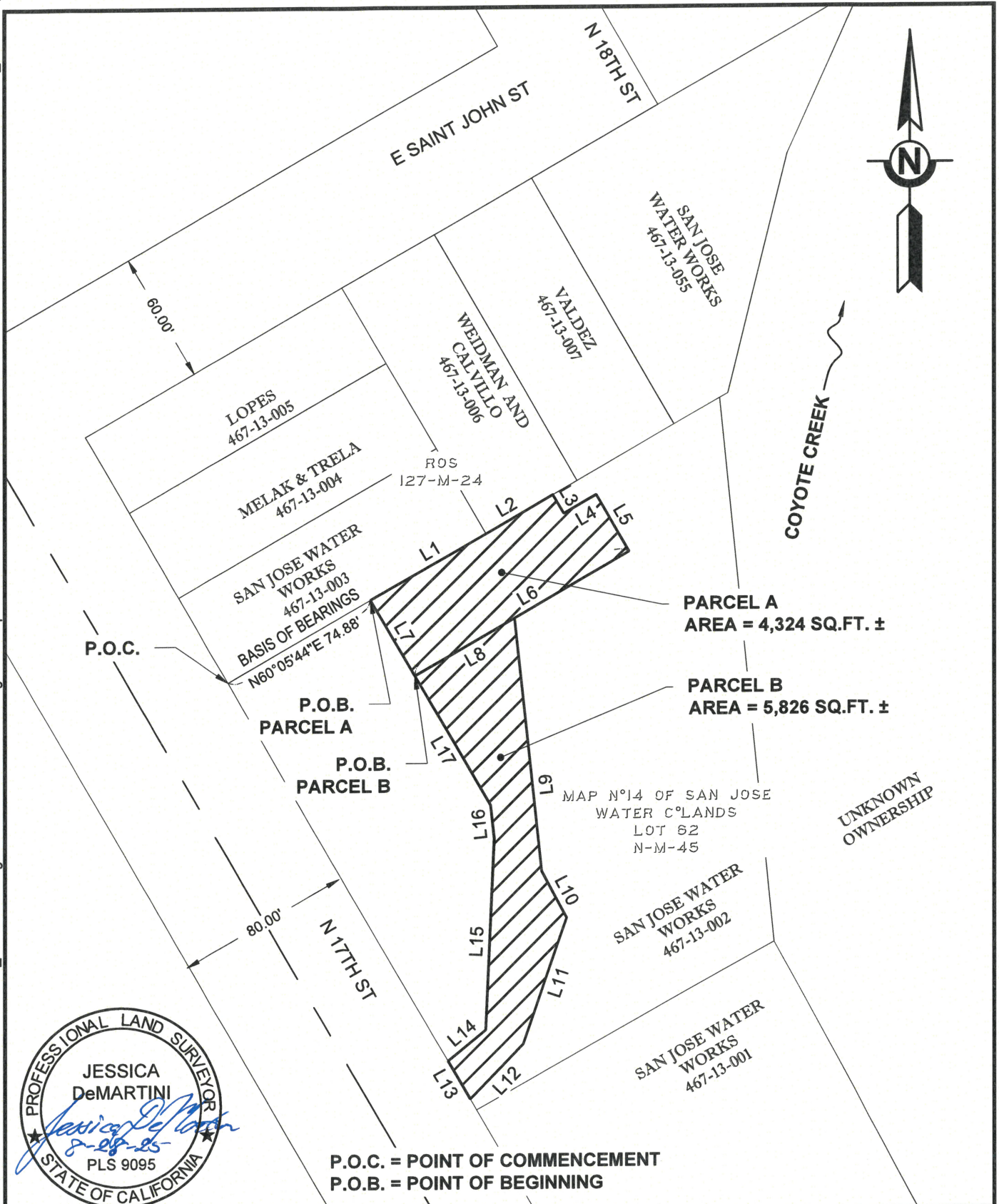
SANTA CLARA VALLEY WATER DISTRICT



**COYOTE CREEK FLOOD
PROTECTION
PROJECT**

RESU FILE NO.	4021-506
APN	467-13-002
LSMU REQUEST NO.	2023-147
DRAWN	Attachment 4

SAN JOSE WATER WORKS



SANTA CLARA VALLEY WATER DISTRICT



SCALE: 1" = 60'

RESU FILE NO.	4021-506
APN	467-13-002
LSMU REQUEST NO.	2023-147
DRAWN	H. Zaeri



Line Table		
Line #	Bearings	Distance
L1	N60°05'44"E	60.06'
L2	N60°02'12"E	35.40'
L3	S29°57'43"E	9.94'
L4	N60°01'10"E	17.06'
L5	S29°53'35"E	30.02'
L6	S60°04'43"W	60.46'
L7	N29°54'16"W	39.94'
L8	N60°04'43"E	52.06'
L9	S06°05'23"E	116.01'
L10	S27°51'40"E	24.32'
L11	S19°05'26"W	60.78'
L12	S44°00'49"W	34.72'
L13	N29°54'16"W	20.11'
L14	N50°30'56"E	22.07'
L15	N02°34'00"E	87.55'
L16	N06°04'40"W	15.14'
L17	N29°54'16"W	68.43'



SANTA CLARA VALLEY WATER DISTRICT



SCALE: N/A

RESU FILE NO.	4021-506
APN	467-13-002
LSMU REQUEST NO.	2023-147
DRAWN	H. Zaeri

RECORD WITHOUT FEE UNDER
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AFTER RECORDING RETURN TO:
REAL ESTATE SERVICES UNIT
SANTA CLARA VALLEY WATER
DISTRICT
5750 ALMADEN EXPRESSWAY
SAN JOSE, CALIFORNIA 95118

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 467-13-003 (portion of)

DOCUMENT NO.: 4021-521

TEMPORARY CONSTRUCTION EASEMENT

SAN JOSE WATER COMPANY, formerly known as San Jose Water Works, a California corporation, hereinafter referred to as "Grantor," grants to the SANTA CLARA VALLEY WATER DISTRICT, a Special District created by the California Legislature, hereinafter referred to as "Grantee," a temporary construction easement over, upon and across a portion of that real property in the City of San Jose, County of Santa Clara, State of California, described as:

See Exhibit "A" attached hereto and made a part hereof ("Easement Area").

This temporary construction easement ("Easement") is granted under the express conditions listed below:

1. Grantor represents and warrants that she/he is the owner of the property described in Easement Area and that Grantor has the exclusive right to convey the Easement to the Grantee.
2. This Easement is necessary for the purpose of constructing the Coyote Creek Flood Protection Project and related activities incident to construction. This Easement shall not be revoked and shall continue in full force and effect beginning on July 1, 2026 until December 31, 2029, at which time the Easement shall terminate.
3. Grantor and Grantee acknowledge that the duration of the construction activity authorized herein within the Easement Area will likely be shorter than the term described in Section 2. Grantee agrees to notify Grantor in writing at least 1 week prior to exercising the rights granted herein to enter the Easement Area. The written notification to the Grantor shall include an estimate of the expected duration of the Grantee's contractors and/or subcontractors use of the Easement Area.
4. Grantee agrees to use all reasonable efforts to keep any roadway covered by the Easement open to vehicular traffic and to not interfere with residential occupants,

Grantor's utility operations, or construction activity of Grantor on site. Grantee will keep the Easement Area clean and remove all debris related to its construction.

5. Grantee agrees to indemnify, defend, and hold harmless Grantor from and against any and all claims, damages, liabilities, obligations, demands, actions, causes of action, costs or any expenses whatsoever, including without limitation attorney's fees, costs, or any other legal expenses that Grantor may reasonably incur, arising from or caused, directly or indirectly by the entry onto the property by Grantee or its agent's, employees, invitees, contractors and subcontractors.
6. The provisions of this Easement shall inure to the benefit of, and bind, the successors and assigns, heirs, and devisees of the respective parties.

Dated this _____ day of _____, 20____

GRANTOR:

SAN JOSE WATER COMPANY,
a California Corporation

Jacob Walsh
Vice President of Engineering

Curtis A. Rayer
Vice President of Operations

ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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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))

ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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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.

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| <input type="checkbox"/> Attorney-In-Fact _____ | |

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

CERTIFICATE OF CONSENT AND ACCEPTANCE

This is to certify that the interest in real property conveyed by the attached Deed or Grant to the Santa Clara Valley Water District, also referred to herein as the Grantee, is hereby accepted by the undersigned duly authorized agent on behalf of the Board of Directors of said Santa Clara Valley Water District, pursuant to authority conferred by Resolution No. 14-79 of said Board of Directors adopted on the 9th day of September 2014, and the Grantee consents to recordation thereof by its said duly authorized agent.

Dated: _____, 20__

Santa Clara Valley Water District

By: _____
Chief Executive Officer/Clerk of the Board of Directors
(Strike out inapplicable one)

Exhibit "A"

Legal Description and Plat

(4 pages to follow)

Santa Clara Valley Water District
San Jose, California

PROJECT: COYOTE CREEK FLOOD
PROTECTION PROJECT (CCFPP)

RESU File No.: 4021-521
By: H. Zaeri

An easement over that certain real property situate in the City of San Jose, County of Santa Clara, State of California, being a portion of the lands as described in that certain Deed recorded as Document Number 1841717, filed on July 5, 1960, in the Office of the Recorder, County of Santa Clara, State of California, more particularly described as follows:

Temporary Construction Easement (T.C.E.)

COMMENCING at the most southwesterly corner of the lands shown as "ASSMT. OF LOT NO 224" on that certain Record of Survey, filed for record on November 7, 1960, in Book 127 of Maps at Page 24, in the Office of the Recorder, County of Santa Clara, State of California;

Thence along the southerly line of said lands, N60°05'44"E, 74.88 feet, to the **POINT OF BEGINNING**;

Thence leaving said southerly line the following three (3) courses:

- 1) N29°55'17"W, 32.30 feet;
- 2) N60°33'40"E, 34.98 feet;
- 3) S29°58'01"E, 32.01 feet to a point on said southerly line;

Thence continuing along said southerly line, S60°05'44"W, 35.00 feet to the **POINT OF BEGINNING**.

Containing 1,125 square feet of land, more or less.

BASIS OF BEARINGS:

The bearing of N60°05'44"E, shown as N59°20'E along the southerly line of lands shown as "ASSMT. LOT NO 224" on that certain Record of Survey, filed for record on November 7, 1960, in Book 127 of Maps at Page 24, in the Office of the Recorder, County of Santa Clara, State of California, was used as Basis of Bearings shown hereon.

SURVEYOR'S STATEMENT:

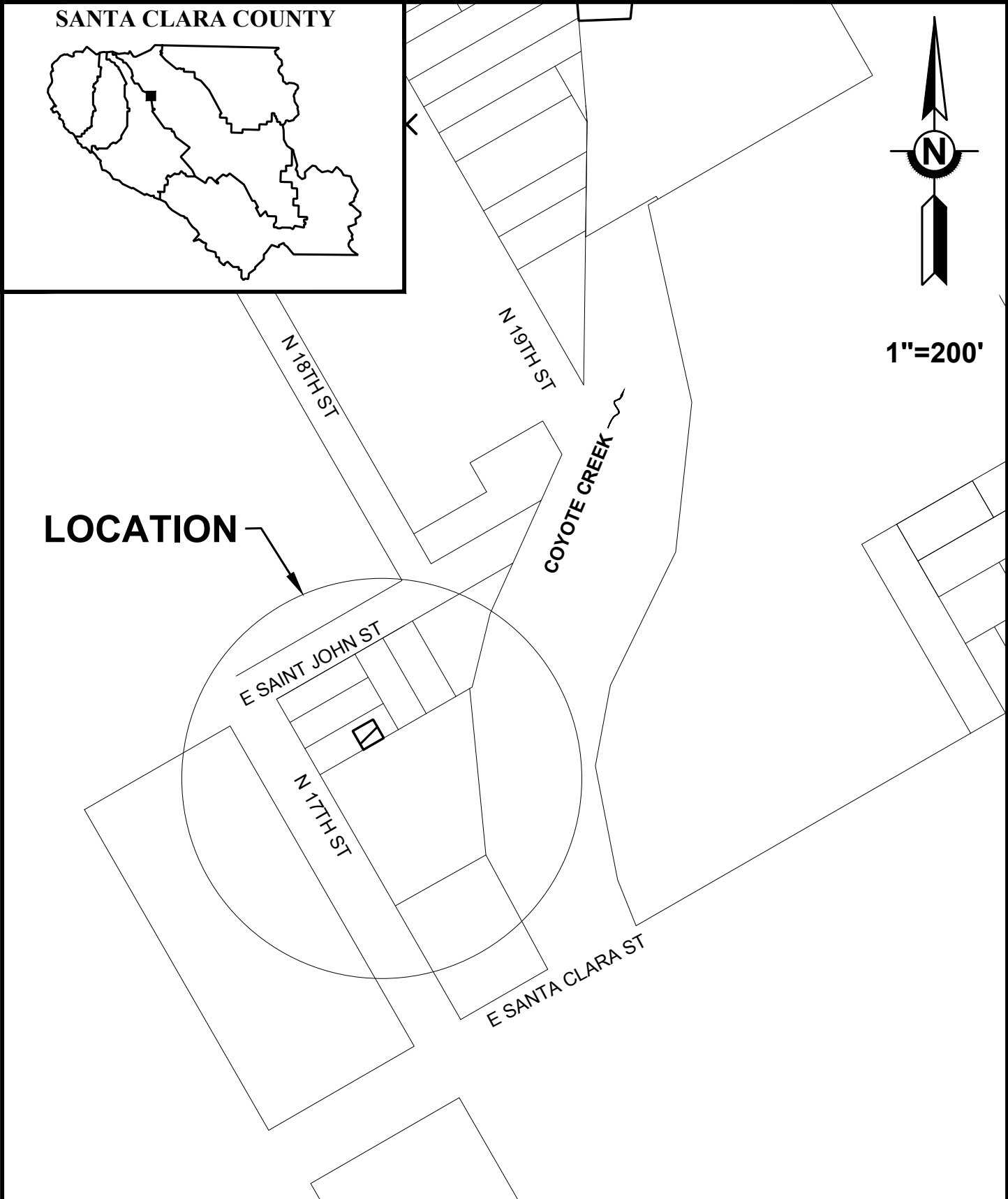
The description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.



Jessica DeMartini, PLS 9095

8/28/25
Date



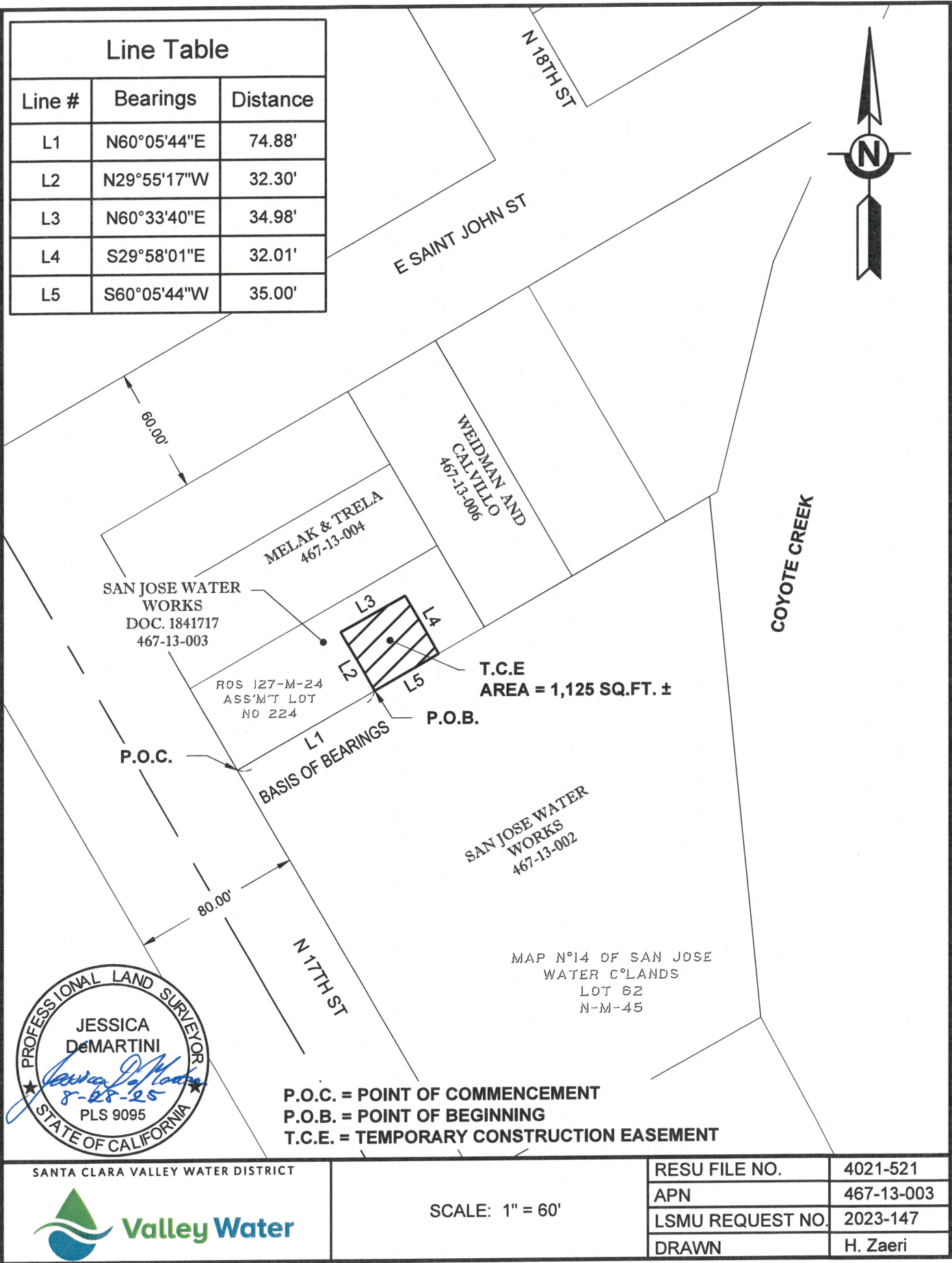


SANTA CLARA VALLEY WATER DISTRICT



**COYOTE CREEK FLOOD
PROTECTION
PROJECT**

RESU FILE NO.	4021-521
APN	467-13-003
LSMU REQUEST NO.	2023-147
DRAWN	Attachment 4



RECORD WITHOUT FEE UNDER
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AFTER RECORDING RETURN TO:
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SANTA CLARA VALLEY WATER
DISTRICT
5750 ALMADEN EXPRESSWAY
SAN JOSE, CALIFORNIA 95118

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 472-11-016 (portion of)

DOCUMENT NO.: 4021-458

TEMPORARY CONSTRUCTION EASEMENT

SAN JOSE WATER COMPANY, formerly known as San Jose Water Works, a California corporation, hereinafter referred to as "Grantor," grants to the SANTA CLARA VALLEY WATER DISTRICT, a Special District created by the California Legislature, hereinafter referred to as "Grantee," a temporary construction easement over, upon and across a portion of that real property in the City of San Jose, County of Santa Clara, State of California, described as:

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6. The provisions of this Easement shall inure to the benefit of, and bind, the successors and assigns, heirs, and devisees of the respective parties.

Dated this _____ day of _____, 20____

GRANTOR:

SAN JOSE WATER COMPANY,
a California Corporation

Jacob Walsh
Vice President of Engineering

Curtis A. Rayer
Vice President of Operations

ALL-PURPOSE ACKNOWLEDGMENT

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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.

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COUNTY OF SANTA CLARA } SS

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WITNESS my hand and official seal.

Notary Public in and for said County and State

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

- ☐ Individual
- ☐ Corporate Officer(s): _____
- ☐ Partner(s) ☐ Limited ☐ General
- ☐ Attorney-In-Fact _____
- ☐ Trustee(s)
- ☐ Guardian/Conservator
- ☐ Other: _____

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

CERTIFICATE OF CONSENT AND ACCEPTANCE

This is to certify that the interest in real property conveyed by the attached Deed or Grant to the Santa Clara Valley Water District, also referred to herein as the Grantee, is hereby accepted by the undersigned duly authorized agent on behalf of the Board of Directors of said Santa Clara Valley Water District, pursuant to authority conferred by Resolution No. 14-79 of said Board of Directors adopted on the 9th day of September 2014, and the Grantee consents to recordation thereof by its said duly authorized agent.

Dated: _____, 20__

Santa Clara Valley Water District

By: _____
Chief Executive Officer/Clerk of the Board of Directors
(Strike out inapplicable one)

Exhibit "A"

Legal Description and Plat

(4 pages to follow)

Santa Clara Valley Water District
San Jose, Ca 95118

PROJECT: COYOTE CREEK FLOOD
PROTECTION PROJECT (CCFPP)

RESU FILE NO.: 4021-458
BY: A. Ruiz

An easement over that certain real property situate in the City of San Jose, County of Santa Clara, State of California, being a portion of the lands as described in that certain Deed recorded as Document Number 0477010 filed on August 29, 1947, in the Office of the Recorder, County of Santa Clara, State of California, more particularly described as follows:

Temporary Construction Easement (T.C.E.)

Beginning at a 3/4" iron pipe, located at the most northwesterly corner of the lands shown as "ASSESSMENT LOT NO. 261" on that certain Record of Survey filed in Book 268 of Maps at Page 8, on May 14, 1970, said northwesterly corner also being the most southwesterly corner of the lands as described in that certain Deed recorded as Document Number 0477010, filed on August 29, 1947, both in the Office of the Recorder, Santa Clara County, State of California;

Thence along the westerly line of the lands as described in said Deed, N29°53'44"W, 126.41 feet,

Thence leaving said westerly line of said lands, N60°06'28"E, 151.28 feet to a point on the general easterly line of said lands,

Thence along said general easterly line of said lands, S35°44'38"E, 127.07 feet to a point on the southerly line of said lands,

Thence along said southerly line, S60°06'28"E, 164.23 feet, to the **POINT OF BEGINNING**.

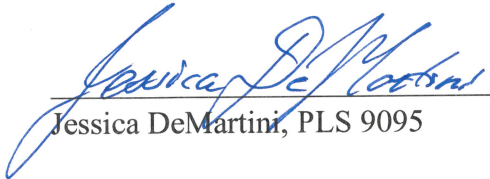
Containing 19,942 square feet of land, more or less.

BASIS OF BEARINGS:

The bearing of S60°06'28"W, shown as N59°20'00"E along the southerly line of the lands of Assessment Lot 261 on that certain Record of Survey No. 208 filed in Book 268 of Maps at Page 8, on May 14, 1970, in the Office of the Recorder, Santa Clara County, State of California, was used as Basis of Bearings shown hereon.

SURVEYOR'S STATEMENT:

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

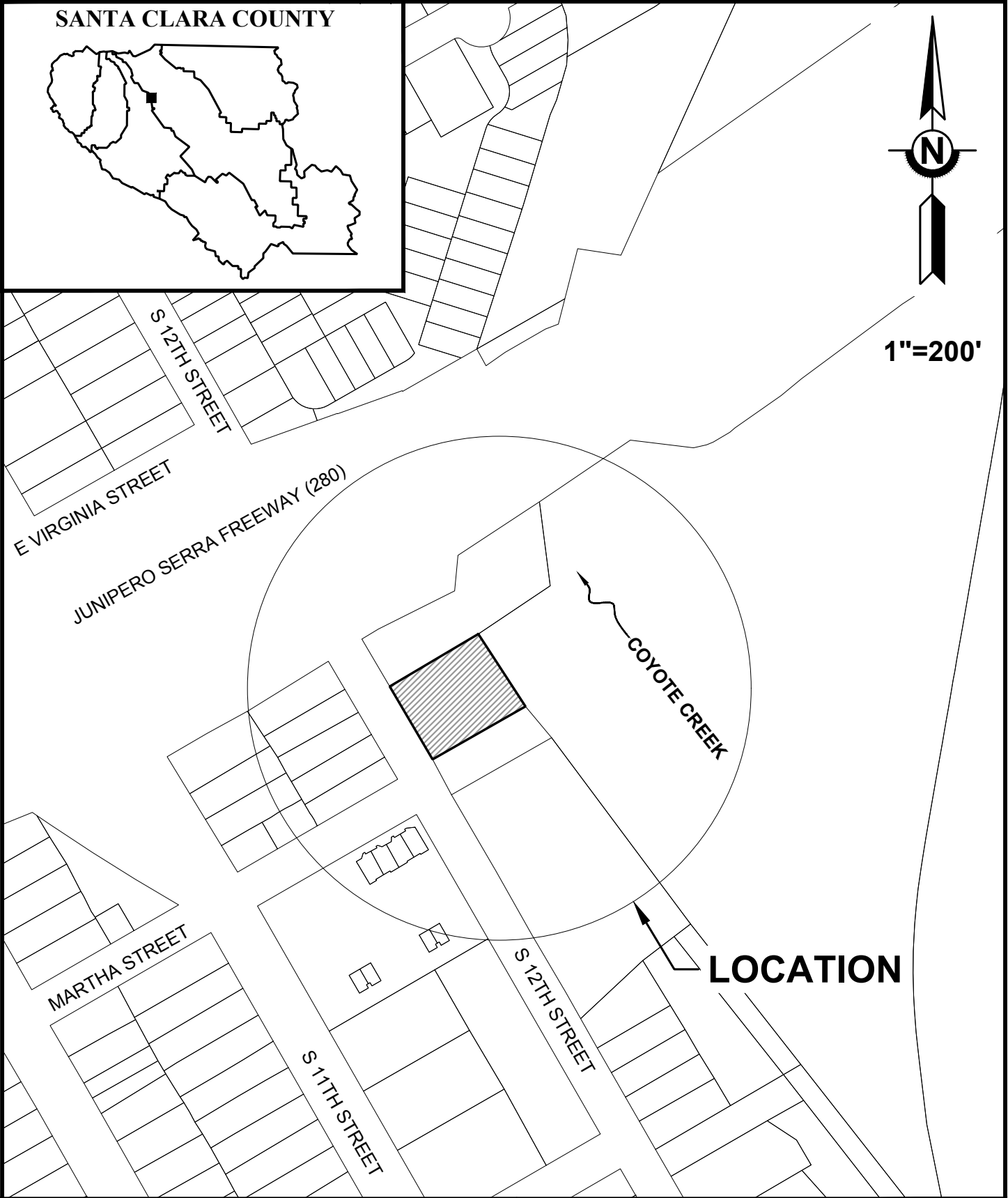


Jessica DeMartini, PLS 9095

10/17/24
Date

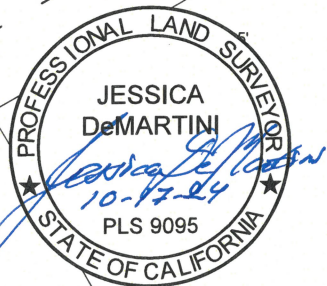
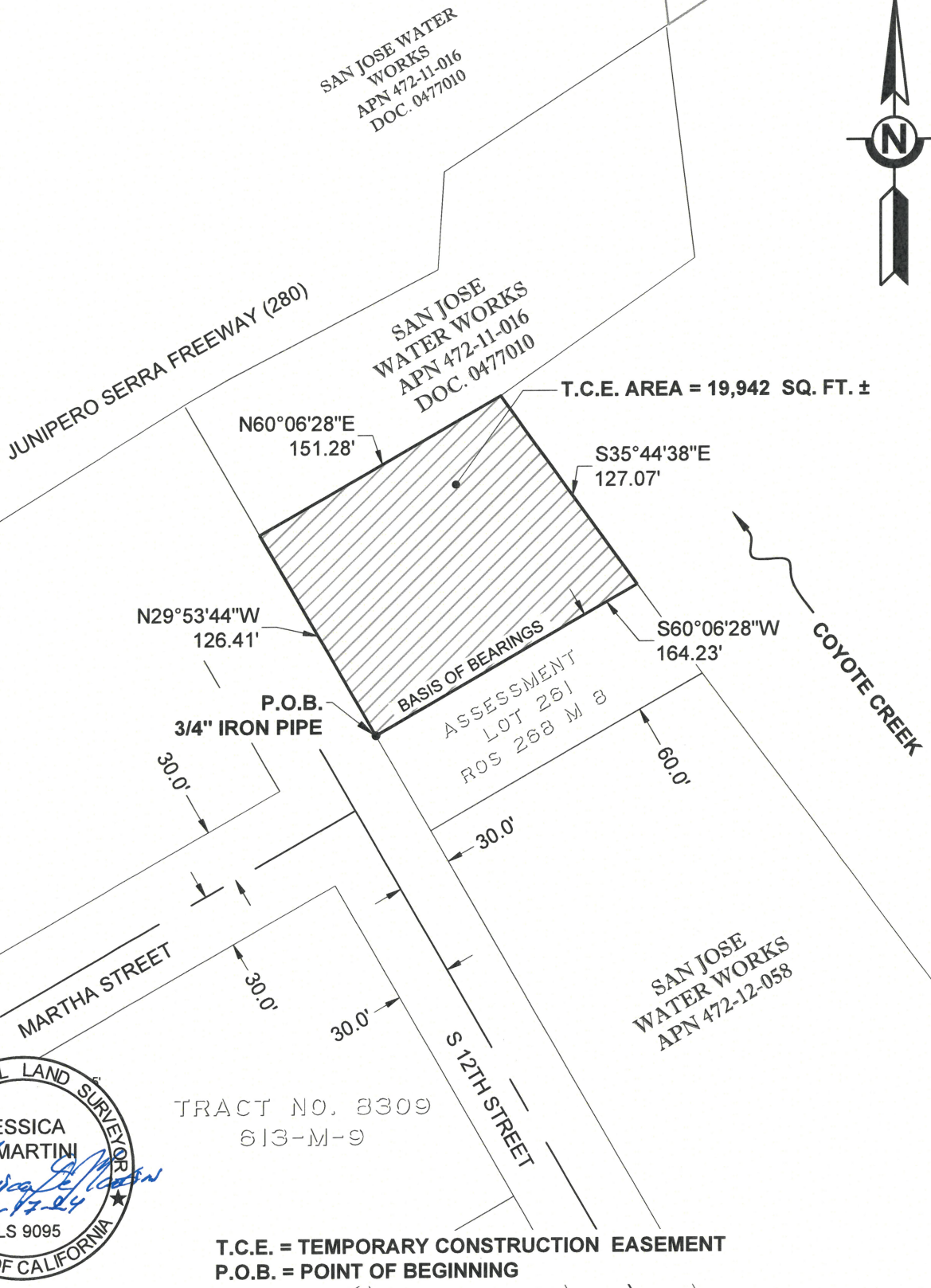


SCVWD S:\REQUESTS\COYOTE CREEK\2023_147\2 Working\Office\ROW\Plats and Legal Descriptions\Reach 8\472-11-016 SAN JOSE WATER WORKS\4021-458 TCEI\2023-147_4021-458Map.dwg



<div>SANTA CLARA VALLEY WATER DISTRICT</div> <div></div>	<div>COYOTE CREEK FLOOD PROTECTION PROJECT</div>	RESU FILE NO.	4021-458
		APN	472-11-016
		LSMU REQUEST NO.	2023-147
		DRAWN	A.Ruiz

SC\WVD S:\REQUESTS\COYOTE CREEK\2023_1472 Working\Office\ROM\Plats and Legal Descriptions\Reach 8\472-11-016 SAN JOSE WATER WORKS\4021-458 TCE\2023-147_4021-458 TCE.dwg



T.C.E. = TEMPORARY CONSTRUCTION EASEMENT
P.O.B. = POINT OF BEGINNING

SANTA CLARA VALLEY WATER DISTRICT



SCALE: 1" = 80'

RESU FILE NO.	4021-458
APN	472-11-016
LSMU REQUEST NO.	2023-147
DRAWN	A.Ruiz

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

AFTER RECORDING RETURN TO:
REAL ESTATE SERVICES UNIT
SANTA CLARA VALLEY WATER
DISTRICT
5750 ALMADEN EXPRESSWAY
SAN JOSE, CALIFORNIA 95118

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 472-12-058 (portion of)

DOCUMENT NO.: 4021-464

TEMPORARY CONSTRUCTION EASEMENT

SAN JOSE WATER COMPANY, formerly known as San Jose Water Works, a California corporation, hereinafter referred to as "Grantor," grants to the SANTA CLARA VALLEY WATER DISTRICT, a Special District created by the California Legislature, hereinafter referred to as "Grantee," a temporary construction easement over, upon and across a portion of that real property in the City of San Jose, County of Santa Clara, State of California, described as:

See Exhibit "A" attached hereto and made a part hereof ("Easement Area").

This temporary construction easement ("Easement") is granted under the express conditions listed below:

1. Grantor represents and warrants that she/he is the owner of the property described in Easement Area and that Grantor has the exclusive right to convey the Easement to the Grantee.
2. This Easement is necessary for the purpose of constructing the Coyote Creek Flood Protection Project and related activities incident to construction. This Easement shall not be revoked and shall continue in full force and effect beginning on July 1, 2026 until December 31, 2029, at which time the Easement shall terminate.
3. Grantor and Grantee acknowledge that the duration of the construction activity authorized herein within the Easement Area will likely be shorter than the term described in Section 2. Grantee agrees to notify Grantor in writing at least 1 week prior to exercising the rights granted herein to enter the Easement Area. The written notification to the Grantor shall include an estimate of the expected duration of the Grantee's contractors and/or subcontractors use of the Easement Area.
4. Grantee agrees to use all reasonable efforts to keep any roadway covered by the Easement open to vehicular traffic and to not interfere with residential occupants,

Grantor's utility operations, or construction activity of Grantor on site. Grantee will keep the Easement Area clean and remove all debris related to its construction.

5. Grantee agrees to indemnify, defend, and hold harmless Grantor from and against any and all claims, damages, liabilities, obligations, demands, actions, causes of action, costs or any expenses whatsoever, including without limitation attorney's fees, costs, or any other legal expenses that Grantor may reasonably incur, arising from or caused, directly or indirectly by the entry onto the property by Grantee or its agent's, employees, invitees, contractors and subcontractors.
6. The provisions of this Easement shall inure to the benefit of, and bind, the successors and assigns, heirs, and devisees of the respective parties.

Dated this _____ day of _____, 20____

GRANTOR:

SAN JOSE WATER COMPANY,
a California Corporation

Jacob Walsh
Vice President of Engineering

Curtis A. Rayer
Vice President of Operations

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))

ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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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

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- | | |
|---|---|
| <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 CONSENT AND ACCEPTANCE

This is to certify that the interest in real property conveyed by the attached Deed or Grant to the Santa Clara Valley Water District, also referred to herein as the Grantee, is hereby accepted by the undersigned duly authorized agent on behalf of the Board of Directors of said Santa Clara Valley Water District, pursuant to authority conferred by Resolution No. 14-79 of said Board of Directors adopted on the 9th day of September 2014, and the Grantee consents to recordation thereof by its said duly authorized agent.

Dated: _____, 20__

Santa Clara Valley Water District

By: _____
Chief Executive Officer/Clerk of the Board of Directors
(Strike out inapplicable one)

Exhibit "A"

Legal Description and Plat

(3 pages to follow)

Santa Clara Valley Water District
San Jose, California

PROJECT: COYOTE CREEK FLOOD
PROTECTION PROJECT (CCFPP)

RESU File No.: 4021-464
By: A. Ruiz

An easement over all that certain real property situate in the City of San Jose, County of Santa Clara, State of California, being all of the lands as described in that certain Grant Deed, recorded on August 4, 1955, in Document Number 1115930 of official records, in the Office of the Recorder, County of Santa Clara, State of California, more particularly described as follows:

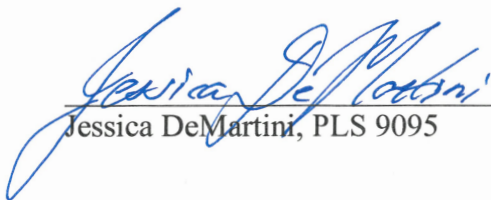
Temporary Construction Easement (T.C.E.)

All of the lands described in that certain Deed, recorded as Document Number 1115930, filed on August 4, 1955, in the Office of the Recorder, County of Santa Clara, State of California

Containing 70,211 square feet (1.61 acres) of land, more or less.

SURVEYOR'S STATEMENT:

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

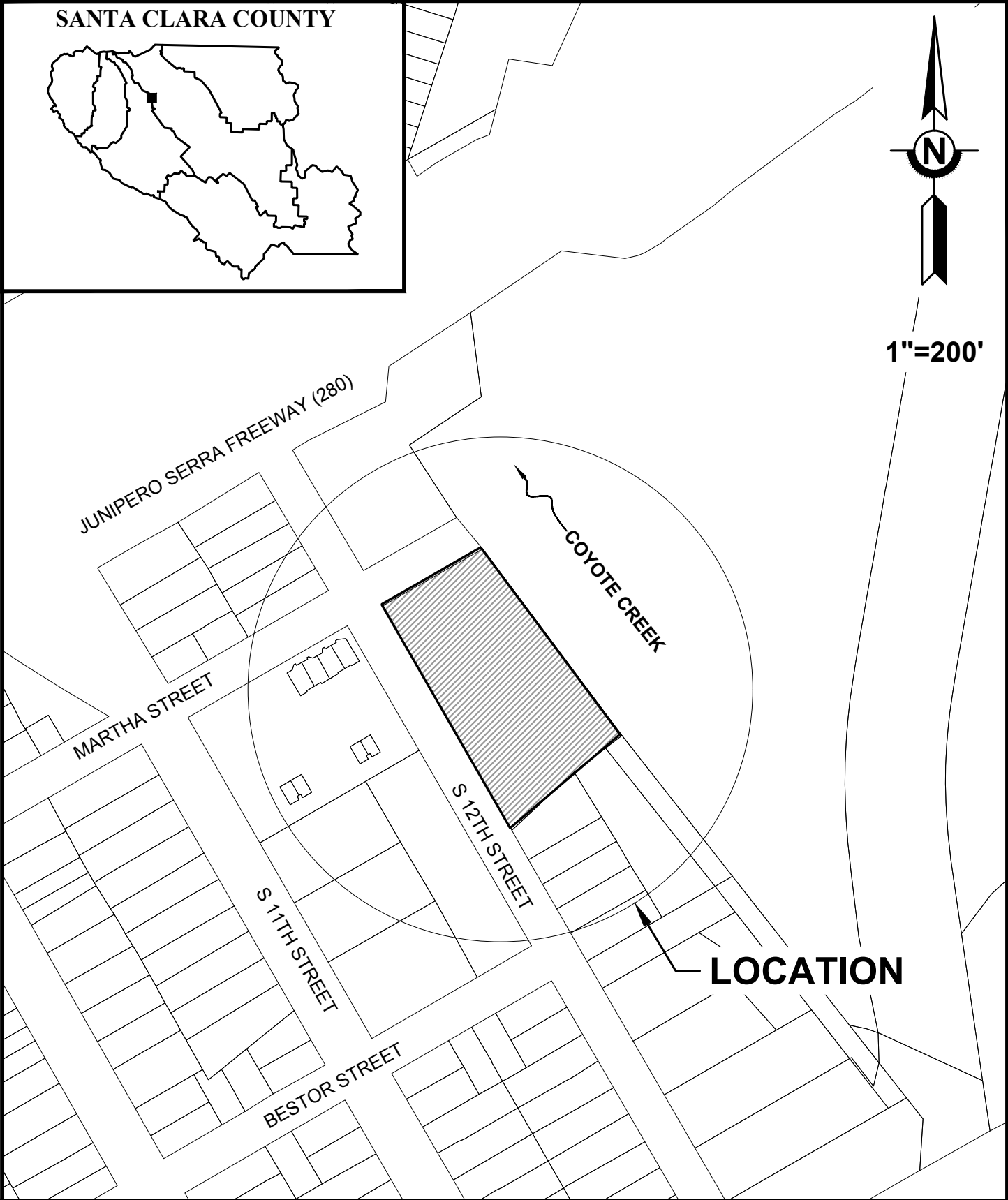


Jessica DeMartini, PLS 9095

10/17/24
Date



SCVWD S:\REQUESTS\COYOTE CREEK\2023_147\2 Working\Office\ROW\Plats and Legal Descriptions\Reach 8\472-12-058 SAN JOSE WATER WORKS\4021-464 TCE\2023-147_4021-464Map.dwg



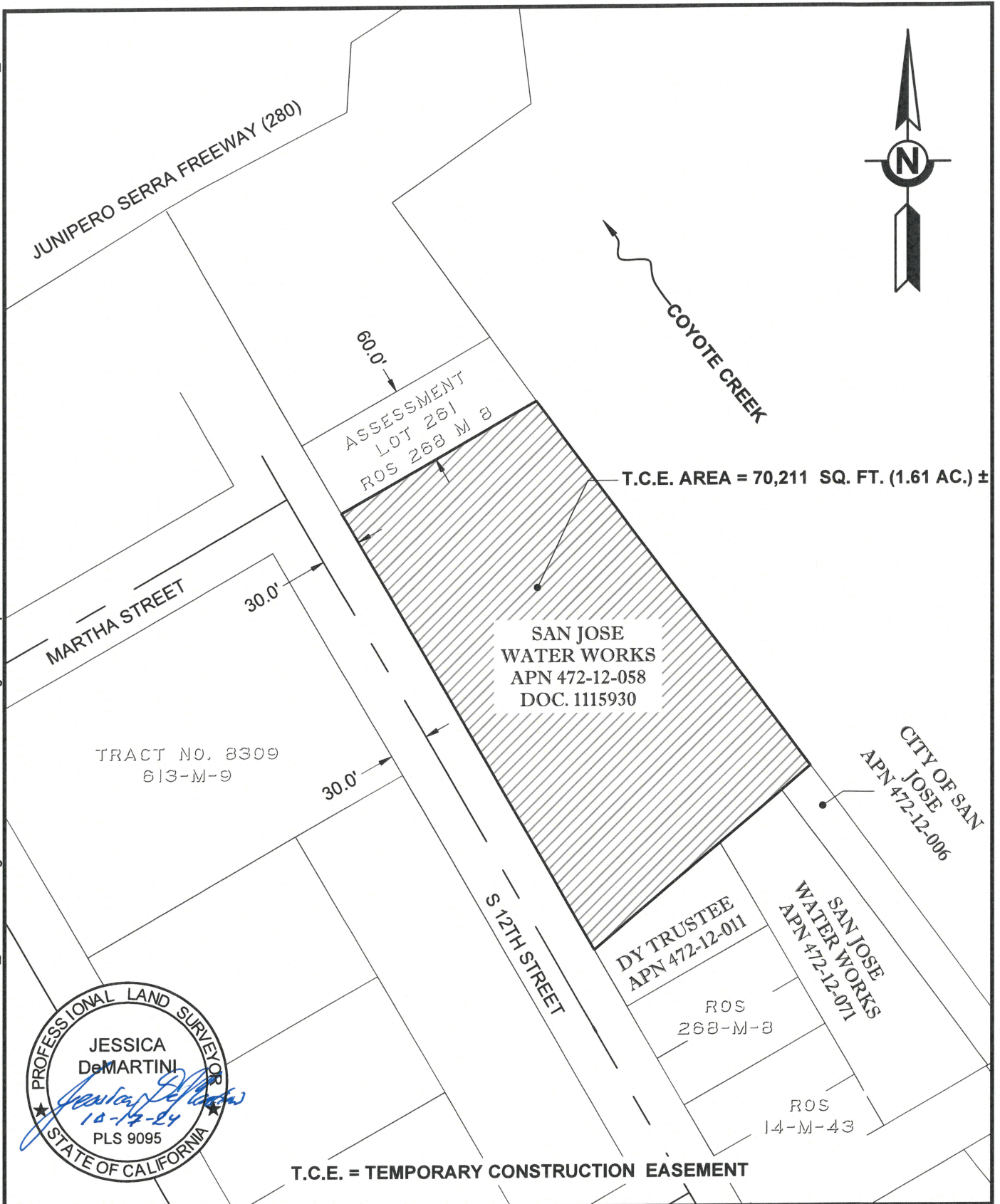
SANTA CLARA VALLEY WATER DISTRICT



**COYOTE CREEK FLOOD
PROTECTION
PROJECT**

RESU FILE NO.	4021-464
APN	472-12-058
LSMU REQUEST NO.	2023-147
DRAWN	A.Ruiz

SCVWD S:\REQUESTS\COYOTE CREEK\2023_147\2 Working\Office\ROW\Plats and Legal Descriptions\Reach 8\472-12-058 SAN JOSE WATER WORKS\4021-464 TCE\2023-147_4021-464 TCE.dwg



SANTA CLARA VALLEY WATER DISTRICT



SCALE: 1" = 100'

RESU FILE NO.	4021-464
APN	472-12-058
LSMU REQUEST NO.	2023-147
DRAWN	A.Ruiz

SHEET 1 OF 1

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

AFTER RECORDING RETURN TO:
REAL ESTATE SERVICES UNIT
SANTA CLARA VALLEY WATER
DISTRICT
5750 ALMADEN EXPRESSWAY
SAN JOSE, CALIFORNIA 95118

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 472-12-071 (portion of)

DOCUMENT NO.: 4021-465

TEMPORARY CONSTRUCTION EASEMENT

SAN JOSE WATER COMPANY, formerly known as San Jose Water Works, a California corporation, hereinafter referred to as "Grantor," grants to the SANTA CLARA VALLEY WATER DISTRICT, a Special District created by the California Legislature, hereinafter referred to as "Grantee," a temporary construction easement over, upon and across a portion of that real property in the City of San Jose, County of Santa Clara, State of California, described as:

See Exhibit "A" attached hereto and made a part hereof ("Easement Area").

This temporary construction easement ("Easement") is granted under the express conditions listed below:

1. Grantor represents and warrants that she/he is the owner of the property described in Easement Area and that Grantor has the exclusive right to convey the Easement to the Grantee.
2. This Easement is necessary for the purpose of constructing the Coyote Creek Flood Protection Project and related activities incident to construction. This Easement shall not be revoked and shall continue in full force and effect beginning on July 1, 2026 until December 31, 2029, at which time the Easement shall terminate.
3. Grantor and Grantee acknowledge that the duration of the construction activity authorized herein within the Easement Area will likely be shorter than the term described in Section 2. Grantee agrees to notify Grantor in writing at least 1 week prior to exercising the rights granted herein to enter the Easement Area. The written notification to the Grantor shall include an estimate of the expected duration of the Grantee's contractors and/or subcontractors use of the Easement Area.
4. Grantee agrees to use all reasonable efforts to keep any roadway covered by the Easement open to vehicular traffic and to not interfere with residential occupants,

Grantor's utility operations, or construction activity of Grantor on site. Grantee will keep the Easement Area clean and remove all debris related to its construction.

5. Grantee agrees to indemnify, defend, and hold harmless Grantor from and against any and all claims, damages, liabilities, obligations, demands, actions, causes of action, costs or any expenses whatsoever, including without limitation attorney's fees, costs, or any other legal expenses that Grantor may reasonably incur, arising from or caused, directly or indirectly by the entry onto the property by Grantee or its agent's, employees, invitees, contractors and subcontractors.
6. The provisions of this Easement shall inure to the benefit of, and bind, the successors and assigns, heirs, and devisees of the respective parties.

Dated this _____ day of _____, 20____

GRANTOR:

SAN JOSE WATER COMPANY,
a California Corporation

Jacob Walsh
Vice President of Engineering

Curtis A. Rayer
Vice President of Operations

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
- ☐ Corporate Officer(s): _____
- ☐ Partner(s) ☐ Limited ☐ General
- ☐ Attorney-In-Fact _____
- ☐ Trustee(s)
- ☐ Guardian/Conservator
- ☐ Other: _____

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

ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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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
- ☐ Corporate Officer(s): _____
- ☐ Partner(s) ☐ Limited ☐ General
- ☐ Attorney-In-Fact _____
- ☐ Trustee(s)
- ☐ Guardian/Conservator
- ☐ Other: _____

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

CERTIFICATE OF CONSENT AND ACCEPTANCE

This is to certify that the interest in real property conveyed by the attached Deed or Grant to the Santa Clara Valley Water District, also referred to herein as the Grantee, is hereby accepted by the undersigned duly authorized agent on behalf of the Board of Directors of said Santa Clara Valley Water District, pursuant to authority conferred by Resolution No. 14-79 of said Board of Directors adopted on the 9th day of September 2014, and the Grantee consents to recordation thereof by its said duly authorized agent.

Dated: _____, 20__

Santa Clara Valley Water District

By: _____
Chief Executive Officer/Clerk of the Board of Directors
(Strike out inapplicable one)

Exhibit "A"

Legal Description and Plat

(3 pages to follow)

Santa Clara Valley Water District
San Jose, California

PROJECT: COYOTE CREEK FLOOD
PROTECTION PROJECT (CCFPP)

RESU File No.: 4021-465
By: A. Ruiz

An easement over all that certain real property situate in the City of San Jose, County of Santa Clara, State of California, being all of the lands as described in that certain Grant Deed, recorded on May 22, 1969, in Document Number 3736032 of official records, in the Office of the Recorder, County of Santa Clara, State of California, more particularly described as follows:

Temporary Construction Easement (T.C.E.)

All of the lands described in that certain Deed, recorded as Document Number 3736032, filed on May 22, 1969, in the Office of the Recorder, County of Santa Clara, State of California

Containing 19,517 square feet of land, more or less.

SURVEYOR'S STATEMENT:

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

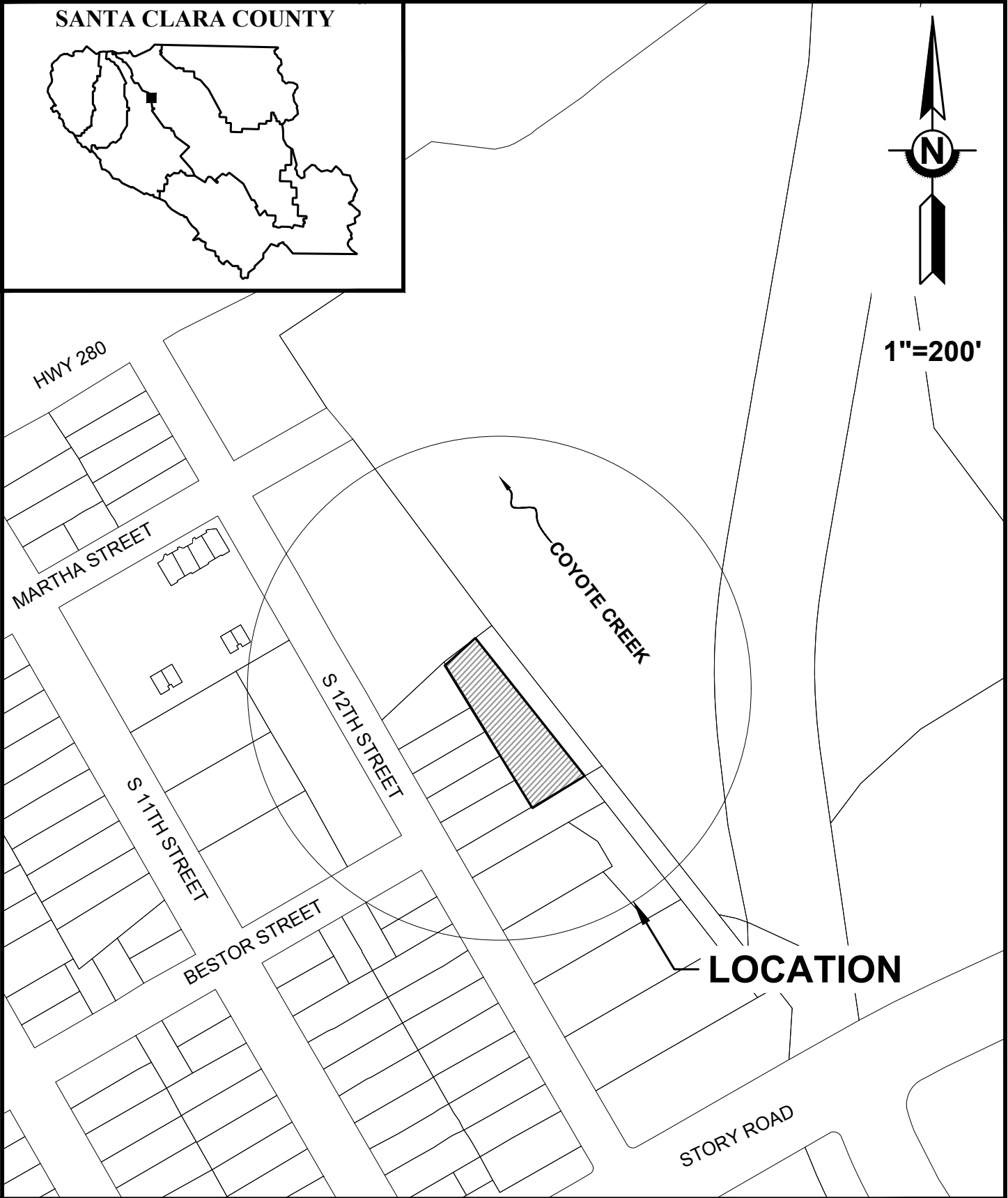


Jessica DeMartini, PLS 9095

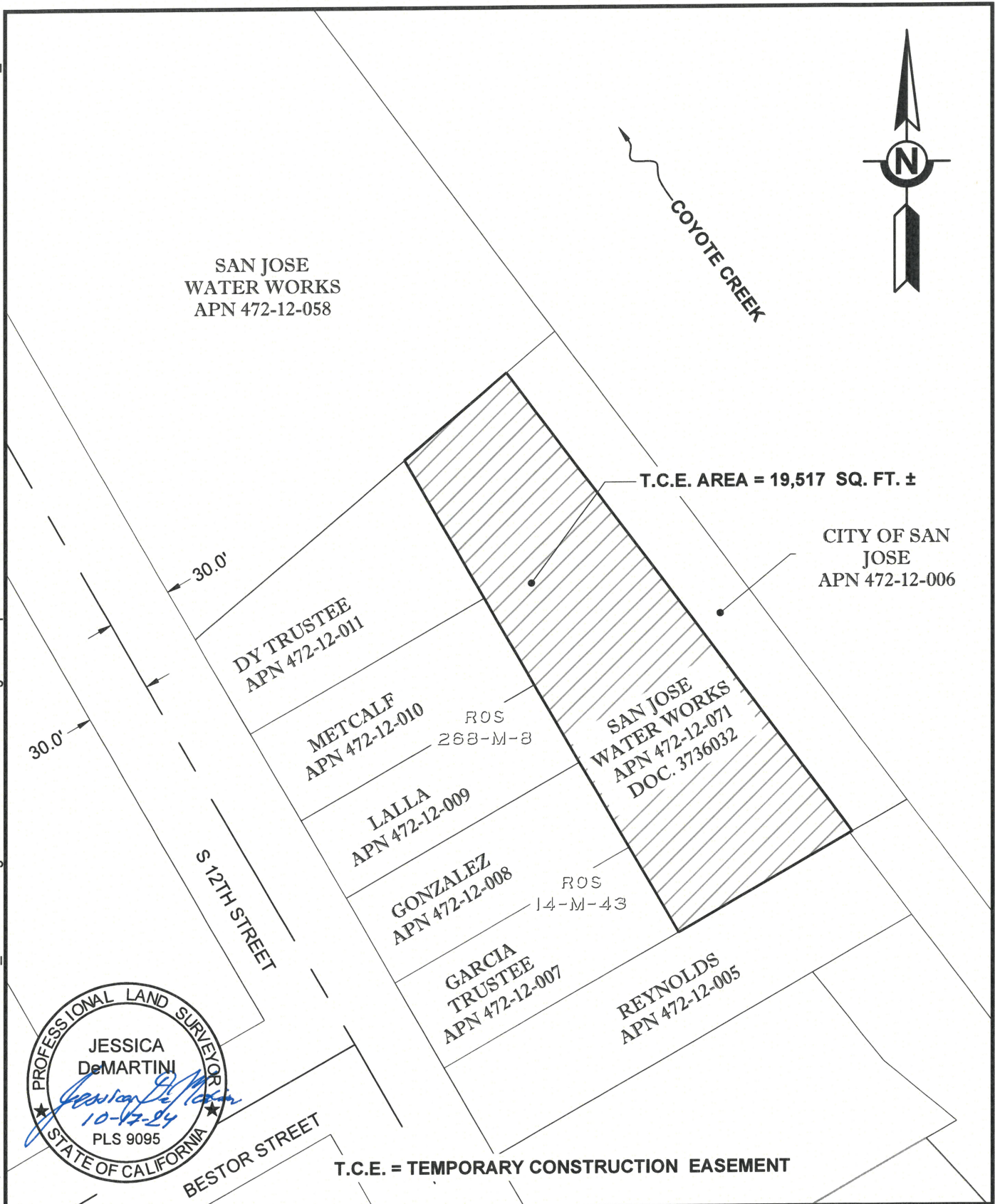
10/17/24
Date



SCVWD S:\REQUESTS\COYOTE CREEK\2023_147\2 Working\Office\ROW\Plats and Legal Descriptions\Reach 8\472-12-071 SAN JOSE WATER WORKS\4021-465 TCE\2023-147_4021-465Map.dwg



<div>SANTA CLARA VALLEY WATER DISTRICT</div> <div></div>	<div>COYOTE CREEK FLOOD PROTECTION PROJECT</div>	RESU FILE NO.	4021-465
		APN	472-12-071
		LSMU REQUEST NO.	2023-147
		DRAWN	A.Ruiz



SANTA CLARA VALLEY WATER DISTRICT



SCALE: 1" = 60'

RESU FILE NO.	4021-465
APN	472-12-071
LSMU REQUEST NO.	2023-147
DRAWN	A.Ruiz

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

AFTER RECORDING RETURN TO:
REAL ESTATE SERVICES UNIT
SANTA CLARA VALLEY WATER
DISTRICT
5750 ALMADEN EXPRESSWAY
SAN JOSE, CALIFORNIA 95118

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 477-12-024 (portion of)

DOCUMENT NO.: 4021-472

TEMPORARY CONSTRUCTION EASEMENT

SAN JOSE WATER COMPANY, formerly known as San Jose Water Works, a California corporation, hereinafter referred to as "Grantor," grants to the SANTA CLARA VALLEY WATER DISTRICT, a Special District created by the California Legislature, hereinafter referred to as "Grantee," a temporary construction easement over, upon and across a portion of that real property in the City of San Jose, County of Santa Clara, State of California, described as:

See Exhibit "A" attached hereto and made a part hereof ("Easement Area").

This temporary construction easement ("Easement") is granted under the express conditions listed below:

1. Grantor represents and warrants that she/he is the owner of the property described in Easement Area and that Grantor has the exclusive right to convey the Easement to the Grantee.
2. This Easement is necessary for the purpose of constructing the Coyote Creek Flood Protection Project and related activities incident to construction. This Easement shall not be revoked and shall continue in full force and effect beginning on July 1, 2026 until December 31, 2029, at which time the Easement shall terminate.
3. Grantor and Grantee acknowledge that the duration of the construction activity authorized herein within the Easement Area will likely be shorter than the term described in Section 2. Grantee agrees to notify Grantor in writing at least 1 week prior to exercising the rights granted herein to enter the Easement Area. The written notification to the Grantor shall include an estimate of the expected duration of the Grantee's contractors and/or subcontractors use of the Easement Area.
4. Grantee agrees to use all reasonable efforts to keep any roadway covered by the Easement open to vehicular traffic and to not interfere with residential occupants,

Grantor's utility operations, or construction activity of Grantor on site. Grantee will keep the Easement Area clean and remove all debris related to its construction.

5. Grantee agrees to indemnify, defend, and hold harmless Grantor from and against any and all claims, damages, liabilities, obligations, demands, actions, causes of action, costs or any expenses whatsoever, including without limitation attorney's fees, costs, or any other legal expenses that Grantor may reasonably incur, arising from or caused, directly or indirectly by the entry onto the property by Grantee or its agent's, employees, invitees, contractors and subcontractors.
6. The provisions of this Easement shall inure to the benefit of, and bind, the successors and assigns, heirs, and devisees of the respective parties.

Dated this _____ day of _____, 20____

GRANTOR:

SAN JOSE WATER COMPANY,
a California Corporation

Jacob Walsh
Vice President of Engineering

Curtis A. Rayer
Vice President of Operations

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
- ☐ Corporate Officer(s): _____
- ☐ Partner(s) ☐ Limited ☐ General
- ☐ Attorney-In-Fact _____
- ☐ Trustee(s)
- ☐ Guardian/Conservator
- ☐ Other: _____

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

ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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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 CONSENT AND ACCEPTANCE

This is to certify that the interest in real property conveyed by the attached Deed or Grant to the Santa Clara Valley Water District, also referred to herein as the Grantee, is hereby accepted by the undersigned duly authorized agent on behalf of the Board of Directors of said Santa Clara Valley Water District, pursuant to authority conferred by Resolution No. 14-79 of said Board of Directors adopted on the 9th day of September 2014, and the Grantee consents to recordation thereof by its said duly authorized agent.

Dated: _____, 20__

Santa Clara Valley Water District

By: _____
Chief Executive Officer/Clerk of the Board of Directors
(Strike out inapplicable one)

Exhibit "A"

Legal Description and Plat

(4 pages to follow)

Santa Clara Valley Water District
San Jose, Ca 95118

PROJECT: COYOTE CREEK FLOOD
PROTECTION PROJECT (CCFPP)

RESU FILE NO.: 4021-472
BY: A. Ruiz

An easement over that certain real property situate in the City of San Jose, County of Santa Clara, State of California, being a portion of the lands as described in that certain Deed recorded as Document Number 1810064 filed on April 18, 1960, in the Office of the Recorder, County of Santa Clara, State of California, more particularly described as follows:

Temporary Construction Easement (T.C.E.)

COMMENCING at an iron pipe, located on the most northerly corner of the lands designated as "5.4207 ACRES" on that certain Record of Survey filed in Book 119 of Maps at Page 39, on April 27, 1960, in the Office of the Recorder, Santa Clara County, State of California;

Thence along the general northerly line of said lands, the following two (2) courses:

- 1) S56°39'49"W, 233.10 feet;
- 2) S85°21'27"W, 29.00 feet;

Thence leaving said general northerly line of said lands, S51°19'05"W, 19.68 feet, to the **POINT OF BEGINNING**;

Thence along the following five (5) courses:

- 1) S51°19'05"W, 285.32 feet;
- 2) S30°42'29"W, 63.19 feet;
- 3) N14°52'46"W, 75.77 feet;
- 4) N47°29'30"E, 221.80 feet;
- 5) N85°04'33"E, 111.36 feet, to the **POINT OF BEGINNING**.

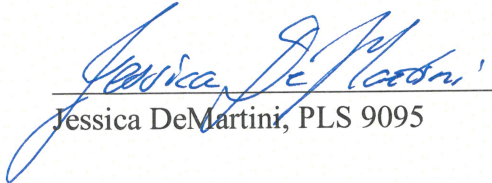
Containing 15,959 square feet of land, more or less.

BASIS OF BEARINGS:

The bearing of S56°39'49"W, shown as N55°04'50"E along the northwesterly line of the lands designated as "5.4207 ACRES" on that certain Record of Survey filed in Book 119 of Maps at Page 39, on April 27, 1960, in the Office of the Recorder, Santa Clara County, State of California, was used as Basis of Bearings shown hereon.

SURVEYOR'S STATEMENT:

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

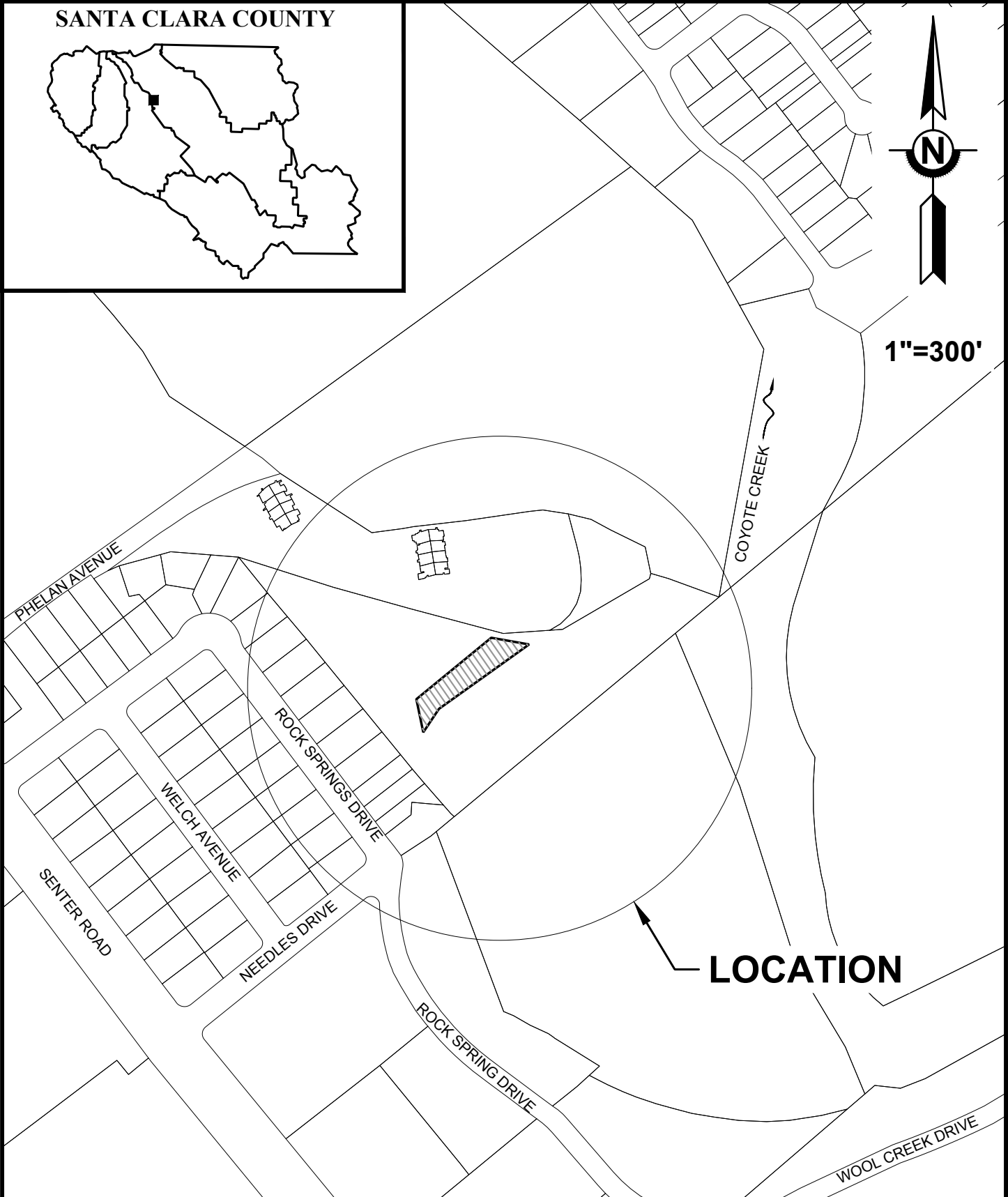


Jessica DeMartini, PLS 9095

10/21/24
Date



SCVWD S:\REQUESTS\COYOTE CREEK\2023_147\2 Working\Office\ROW\Plats and Legal Descriptions\Reach 8\477-12-024 SAN JOSE WATER WORKS\4021-472 TCE\2023-147_4021-472 TCE-Map.dwg



SANTA CLARA VALLEY WATER DISTRICT



COYOTE CREEK FLOOD
PROTECTION
PROJECT

RESU FILE NO.	4021-472
APN	472-12-024
LSMU REQUEST NO.	2023-147
DRAWN	A Ruiz

Attachment 4

Line Table		
Line #	Bearings	Distance
L1	S51°19'05"W	285.32'
L2	S30°42'29"W	63.19'
L3	N14°52'46"W	75.77'
L4	N47°29'30"E	221.80'
L5	N85°04'33"E	111.36'

CITY OF SAN JOSE
477-12-020



S.C.V.W.D.
EASEMENT
DOC# 47772002

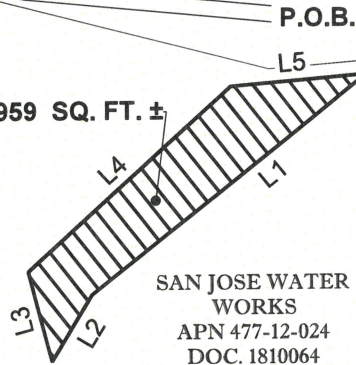
TRACT NO. 8446
633-M-42
SPRING BROOK
CONDOMINIUMS
477-72-003 THRU 066

CITY OF SAN JOSE
477-20-002

P.O.C.
IRON PIPE

ROS 119-M-39
5.4207 ACRES

T.C.E. AREA = 15,959 SQ. FT. ±



BASIS OF BEARINGS
S56°39'49"W
233.10'
S85°21'26"W
29.00'
S51°19'05"W
19.68'

SAN JOSE WATER WORKS
APN 477-12-024
DOC. 1810064

COYOTE CREEK

CITY OF SAN JOSE
477-20-161

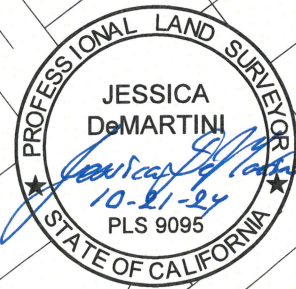
S.C.V.W.D.
EASEMENT
DOC# 1860185

ROCK SPRINGS ENTERPRISES LLC
477-29-074

ROCK SPRINGS ENTERPRISES LLC
477-29-073

ROCK SPRINGS ENTERPRISES LLC
477-29-072

T.C.E. = TEMPORARY CONSTRUCTION EASEMENT
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT



SANTA CLARA VALLEY WATER DISTRICT



SCALE: 1" = 150'

RESU FILE NO.	4021-472
APN	477-12-024
LSMU REQUEST NO.	2023-147
DRAWN	A.Ruiz

SHEET 1 OF 1

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

AFTER RECORDING RETURN TO:
REAL ESTATE SERVICES UNIT
SANTA CLARA VALLEY WATER
DISTRICT
5750 ALMADEN EXPRESSWAY
SAN JOSE, CALIFORNIA 95118

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 477-20-033 (portion of)

DOCUMENT NO.: 4021-473

TEMPORARY CONSTRUCTION EASEMENT

SAN JOSE WATER COMPANY, formerly known as San Jose Water Works, a California corporation, hereinafter referred to as "Grantor," grants to the SANTA CLARA VALLEY WATER DISTRICT, a Special District created by the California Legislature, hereinafter referred to as "Grantee," a temporary construction easement over, upon and across a portion of that real property in the City of San Jose, County of Santa Clara, State of California, described as:

See Exhibit "A" attached hereto and made a part hereof ("Easement Area").

This temporary construction easement ("Easement") is granted under the express conditions listed below:

1. Grantor represents and warrants that she/he is the owner of the property described in Easement Area and that Grantor has the exclusive right to convey the Easement to the Grantee.
2. This Easement is necessary for the purpose of constructing the Coyote Creek Flood Protection Project and related activities incident to construction. This Easement shall not be revoked and shall continue in full force and effect beginning on July 1, 2026 until December 31, 2029, at which time the Easement shall terminate.
3. Grantor and Grantee acknowledge that the duration of the construction activity authorized herein within the Easement Area will likely be shorter than the term described in Section 2. Grantee agrees to notify Grantor in writing at least 1 week prior to exercising the rights granted herein to enter the Easement Area. The written notification to the Grantor shall include an estimate of the expected duration of the Grantee's contractors and/or subcontractors use of the Easement Area.
4. Grantee agrees to use all reasonable efforts to keep any roadway covered by the Easement open to vehicular traffic and to not interfere with residential occupants,

Grantor's utility operations, or construction activity of Grantor on site. Grantee will keep the Easement Area clean and remove all debris related to its construction.

5. Grantee agrees to indemnify, defend, and hold harmless Grantor from and against any and all claims, damages, liabilities, obligations, demands, actions, causes of action, costs or any expenses whatsoever, including without limitation attorney's fees, costs, or any other legal expenses that Grantor may reasonably incur, arising from or caused, directly or indirectly by the entry onto the property by Grantee or its agent's, employees, invitees, contractors and subcontractors.
6. The provisions of this Easement shall inure to the benefit of, and bind, the successors and assigns, heirs, and devisees of the respective parties.

Dated this _____ day of _____, 20____

GRANTOR:

SAN JOSE WATER COMPANY,
a California Corporation

Jacob Walsh
Vice President of Engineering

Curtis A. Rayer
Vice President of Operations

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))

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 CONSENT AND ACCEPTANCE

This is to certify that the interest in real property conveyed by the attached Deed or Grant to the Santa Clara Valley Water District, also referred to herein as the Grantee, is hereby accepted by the undersigned duly authorized agent on behalf of the Board of Directors of said Santa Clara Valley Water District, pursuant to authority conferred by Resolution No. 14-79 of said Board of Directors adopted on the 9th day of September 2014, and the Grantee consents to recordation thereof by its said duly authorized agent.

Dated: _____, 20__

Santa Clara Valley Water District

By: _____
Chief Executive Officer/Clerk of the Board of Directors
(Strike out inapplicable one)

Exhibit "A"

Legal Description and Plat

(8 pages to follow)

Santa Clara Valley Water District
San Jose, Ca 95118

PROJECT: COYOTE CREEK FLOOD
PROTECTION PROJECT (CCFPP)

RESU FILE NO.: 4021-473
BY: A. Ruiz

An easement over that certain real property situate in the City of San Jose, County of Santa Clara, State of California, being a portion of the lands as described in that certain Deed recorded as Document Number 1743209 filed on December 22, 1959, in the Office of the Recorder, County of Santa Clara, State of California, more particularly described as follows:

Temporary Construction Easement (T.C.E.)

PARCEL A

COMMENCING at an iron pipe, located on the most easterly corner of the lands designated as "3.130 ACRES" on that certain Record of Survey filed in Book 115 of Maps at Page 9, on December 22, 1959, in the Office of the Recorder, Santa Clara County, State of California;

Thence along the northeasterly line of said lands, N29°17'48"W, 133.76 feet, to the **POINT OF BEGINNING**;

Thence leaving said northeasterly line, the following twenty-three (23) courses:

- 1) S59°08'35"W 57.34 feet;
- 2) N36°42'49"W 20.05 feet;
- 3) S61°47'23"W 107.96 feet;
- 4) S25°45'55"E 71.43 feet;
- 5) S33°28'09"E 48.39 feet;
- 6) S35°28'36"E 18.31 feet;
- 7) S52°30'45"W 17.44 feet;
- 8) N35°39'53"W 29.92 feet;
- 9) N30°44'23"W 38.25 feet;
- 10) N27°29'33"W 72.66 feet;
- 11) N88°59'48"W 43.13 feet;
- 12) S01°01'22"E 190.49 feet;
- 13) S37°36'32"E 13.09 feet;
- 14) S52°30'45"W 16.53 feet;
- 15) N32°46'07"W 9.00 feet;
- 16) S89°52'00"W 15.21 feet;
- 17) N29°39'09"W 15.97 feet;
- 18) N01°11'26"W 189.48 feet, to the beginning of a curve concave southeasterly and having a radius of 29.33 feet;
- 19) Thence northerly along said curve thru a central angle of 34°23'42", an arc distance of

- 17.61 feet;
- 20) N33°12'16"E 44.86 feet, to the beginning of a curve concave southeasterly and having a radius of 194.33 feet;
- 21) Thence northeasterly along said curve thru a central angle of 09°59'02", an arc distance of 33.86 feet;
- 22) N43°11'18"E 166.79 feet;
- 23) N40°59'42"E 10.83 feet, to a point on said northeasterly line of said lands;

Thence along said northeasterly line, S29°17'48"E, 158.62 feet to the **POINT OF BEGINNING**

Containing 33,528 square feet (0.77 acres) of land, more or less.

BASIS OF BEARINGS:

The bearing of N29°17'48"W, shown as N29°49'W along the northeasterly line of the lands designated as "3.130 ACRES" on that certain Record of Survey filed in Book 115 of Maps at Page 9, on December 22, 1959, in the Office of the Recorder, Santa Clara County, State of California, was used as Basis of Bearings shown hereon.

PARCEL B

COMMENCING at an iron pipe, located on the most easterly corner of the lands designated as "3.130 ACRES" on that certain Record of Survey filed in Book 115 of Maps at Page 9, on December 22, 1959, in the Office of the Recorder, Santa Clara County, State of California;

Thence along the northeasterly line of said lands, N29°17'48"W, 306.15 feet, to the **POINT OF BEGINNING**;

Thence leaving said northeasterly line, the following nineteen (19) courses:

- 1) S40°59'42"W 15.22 feet;
- 2) S43°11'18"W 166.54 feet, to the beginning of a curve concave southeasterly and having a radius of 134.79 feet;
- 3) Thence southwesterly along said curve thru a central angle of 15°22'54", an arc distance of 33.19 feet;
- 4) S33°12'16"W 44.86 feet, to the beginning of a curve concave southeasterly and having a radius of 42.30 feet;
- 5) Thence southerly along said curve thru a central angle of 34°23'42", an arc distance of 25.39 feet;
- 6) S01°11'26"E 195.02 feet;
- 7) S25°59'56"W 37.85 feet;
- 8) S37°36'32"E 20.34 feet;
- 9) S52°30'45"W 9.28 feet;
- 10) N37°36'32"W 13.29 feet;
- 11) N01°01'22"W 261.52 feet;
- 12) N35°47'57"W 76.51 feet;
- 13) N39°43'27"W 55.32 feet;

14) N41°09'30"E 159.48 feet, to a point on said northeasterly line of said lands;

Thence along said northeasterly line, S29°17'48"E, 26.45 feet to the **POINT OF BEGINNING**

Containing 10,865 square feet of land, more or less.

BASIS OF BEARINGS:

The bearing of N29°17'48"W, shown as N29°49'W along the northeasterly line of the lands designated as "3.130 ACRES" on that certain Record of Survey filed in Book 115 of Maps at Page 9, on December 22, 1959, in the Office of the Recorder, Santa Clara County, State of California, was used as Basis of Bearings shown hereon.

SURVEYOR'S STATEMENT:

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

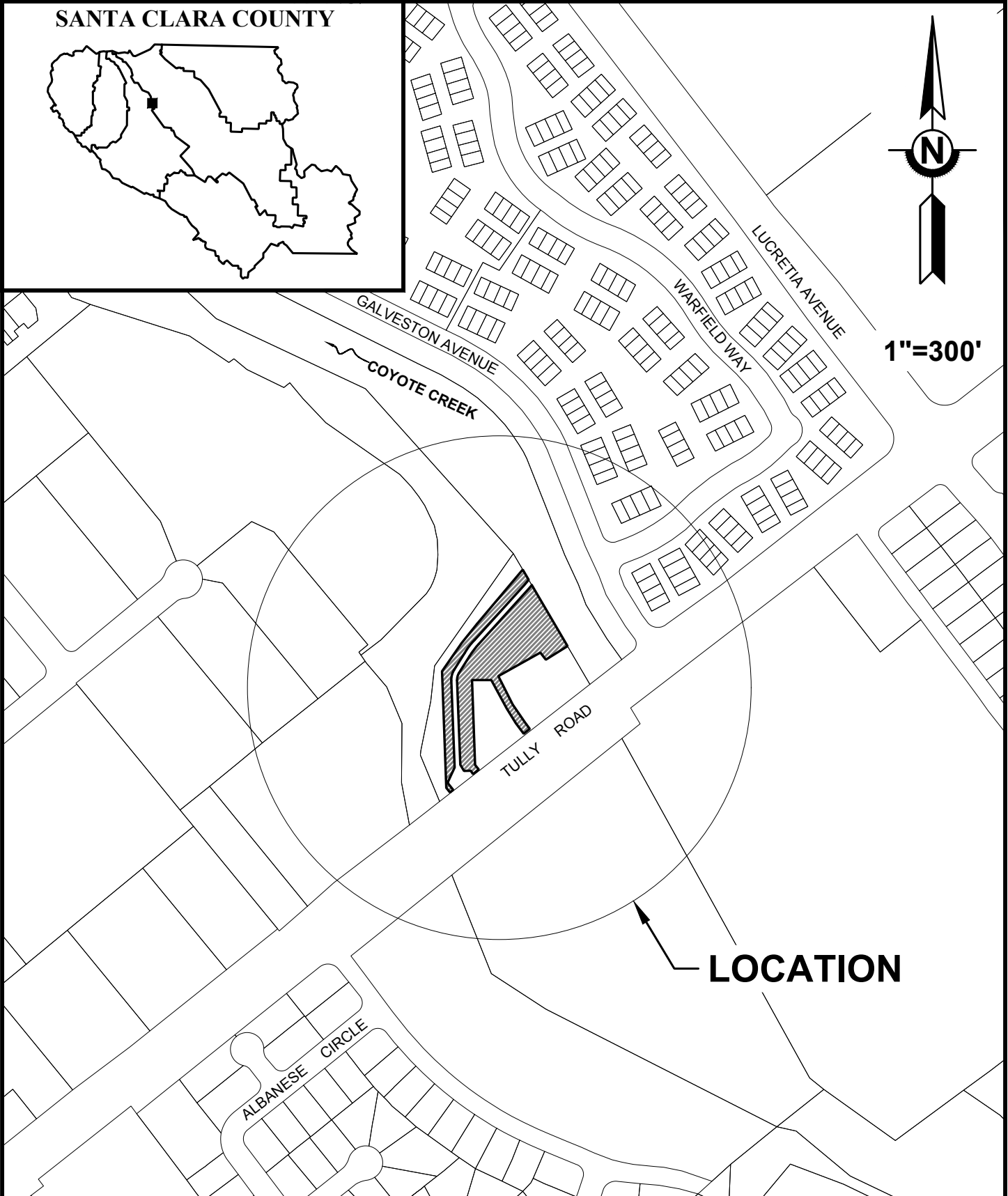


Jessica DeMartini, PLS 9095

1/16/25
Date



SCVWD S:\REQUESTS\COYOTE CREEK\2023_147\2 Working\Office\ROW\Plats and Legal Descriptions\Reach 8\477-20-033 SAN JOSE WATER WORKS\4021-473 TCE\2023-147_4021-473 TCE-Map.dwg

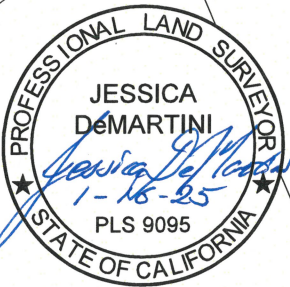
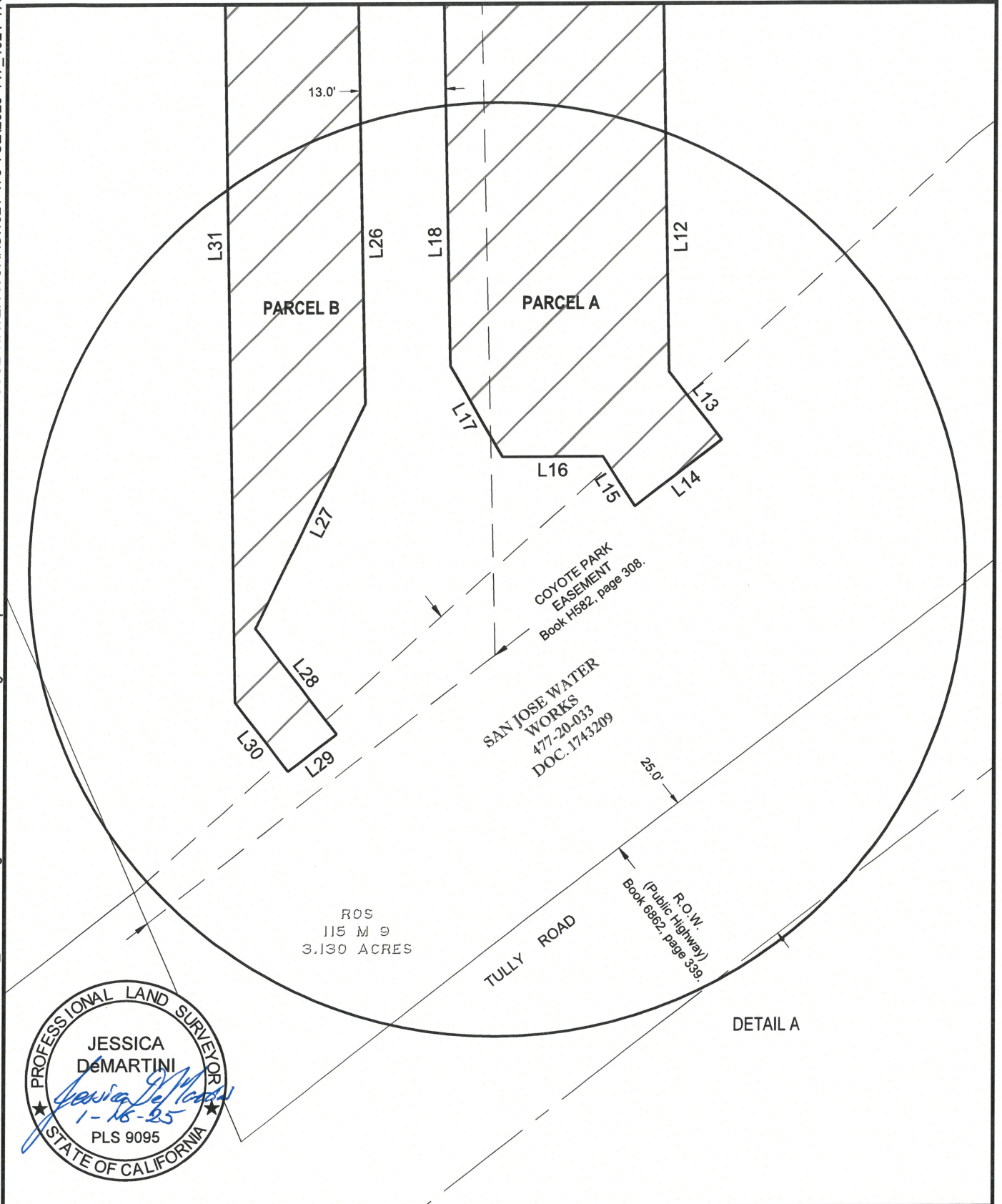


<div>SANTA CLARA VALLEY WATER DISTRICT</div> <div></div>	<div>COYOTE CREEK FLOOD PROTECTION PROJECT</div>	RESU FILE NO.	4021-473
		APN	472-20-033
		LSMU REQUEST NO.	2023-147
		DRAWN	A Ruiz
		Attachment 4	



RESU FILE NO.	4021-473
APN	477-20-033
LSMU REQUEST NO.	2023-147
DRAWN	A.Ruiz

SAN JOSE WATER WORKS



SANTA CLARA VALLEY WATER DISTRICT

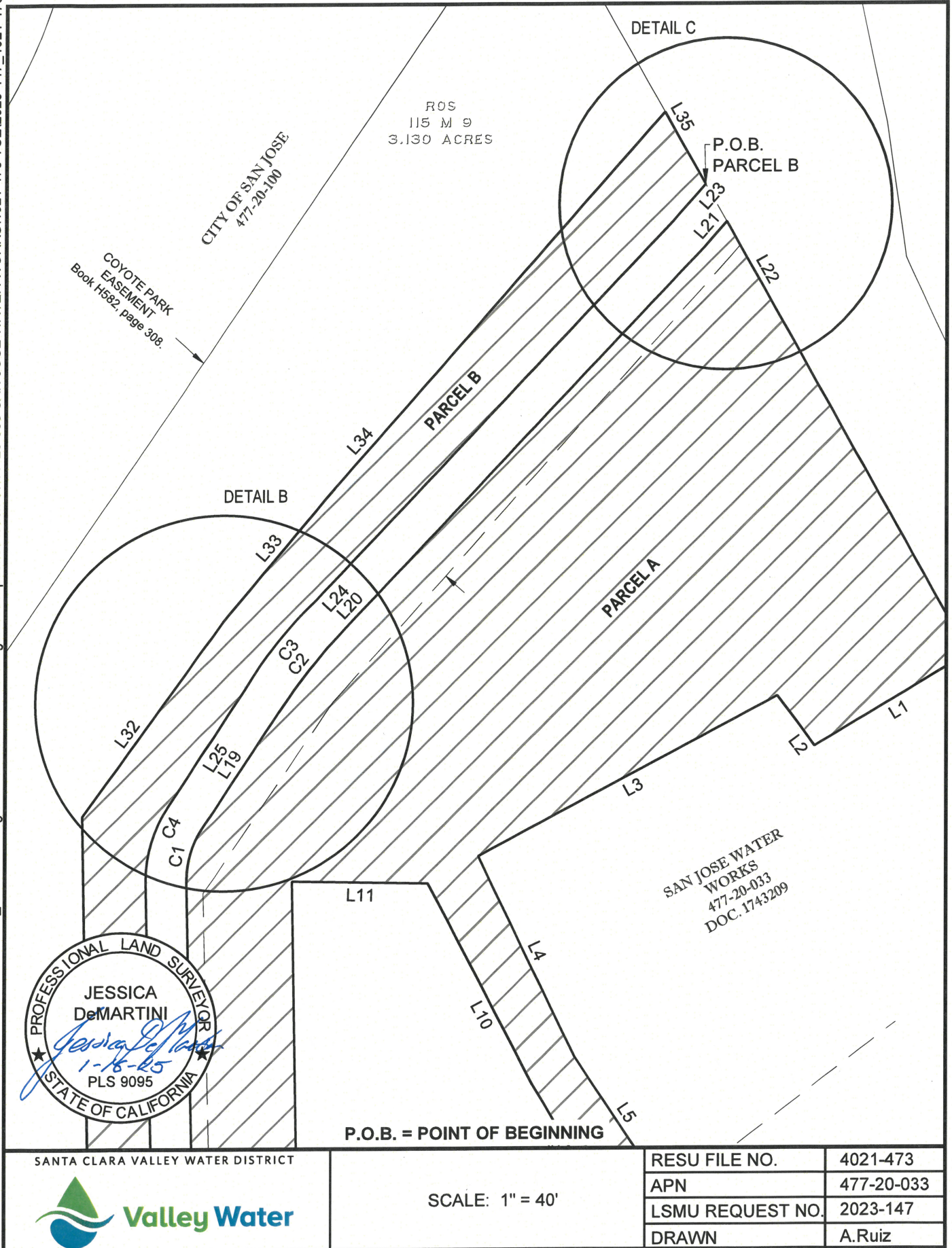


SCALE: 1" = 20'

RESU FILE NO.	4021-473
APN	477-20-033
LSMU REQUEST NO.	2023-147
DRAWN	A.Ruiz

SHEET 2 OF 4

SAN JOSE WATER WORKS



Line Table		
Line #	Bearings	Distance
L1	S59°08'35"W	57.34'
L2	N36°42'49"W	20.05'
L3	S61°47'23"W	107.96'
L4	S25°45'55"E	71.43'
L5	S33°28'09"E	48.39'
L6	S35°28'36"E	18.31'
L7	S52°30'45"W	17.44'
L8	N35°39'53"W	29.92'
L9	N30°44'23"W	38.25'
L10	N27°29'33"W	72.66'
L11	N88°59'48"W	43.13'
L12	S01°01'22"E	190.49'
L13	S37°36'32"E	13.09'
L14	S52°30'45"W	16.53'
L15	N32°46'07"W	9.00'
L16	S89°52'00"W	15.21'
L17	N29°39'09"W	15.97'
L18	N01°11'26"W	189.48'
L19	N33°12'16"E	44.86'
L20	N43°11'18"E	166.79'

Line Table		
Line #	Bearings	Distance
L21	N40°59'42"E	10.83'
L22	S29°17'48"E	158.62'
L23	S40°59'42"W	15.22'
L24	S43°11'18"W	166.54'
L25	S33°12'16"W	44.86'
L26	S01°11'26"E	195.02'
L27	S25°59'56"W	37.85'
L28	S37°36'32"E	20.34'
L29	S52°30'45"W	9.28'
L30	N37°36'32"W	13.29'
L31	N01°01'22"W	261.52'
L32	N35°47'57"E	76.51'
L33	N39°43'27"E	55.32'
L34	N41°09'30"E	159.48'
L35	S29°17'48"E	26.45'

Curve Table			
Curve #	Radius	Delta	Length
C1	29.33'	034°23'42"	17.61'
C2	194.33'	009°59'02"	33.86'
C3	134.79'	015°22'54"	36.19'
C4	42.30'	034°23'42"	25.39'



SANTA CLARA VALLEY WATER DISTRICT



SCALE: N/A

RESU FILE NO.	4021-473
APN	477-20-033
LSMU REQUEST NO.	2023-147
DRAWN	A.Ruiz

SHEET 4 OF 4