

REAL PROPERTY EXCHANGE AGREEMENT

VALLEY WATER FILE NO.: 9435-6.1

THIS REAL PROPERTY EXCHANGE AGREEMENT (the “**Agreement**”) is made and entered into as of the later of the dates set forth by the parties on the signature page hereof (the “**Agreement Date**”) by and between Santa Clara Valley Water District, a Special District, created by the California Legislature (“**Valley Water**”), and San Jose Water Company, a California corporation (“**SJWC**”). Valley Water and SJWC are collectively referred to herein as the “**Parties**” and individually as a “**Party**.”

RECITALS

WHEREAS, Valley Water is the fee owner of all of that certain real property situated in the City of San Jose, County of Santa Clara, State of California, known as Assessor’s Parcel Number 652-03-020 (“**Valley Water Land**”); and

WHEREAS, Valley Water desires to convey and SJWC desires to acquire a portion of Valley Water Land as more particularly described in the legal description attached hereto as Exhibit “1”, incorporated herein by reference (“**Valley Water Property**”), by quitclaim deed; and

WHEREAS, SJWC is the fee owner of all that certain real property situated in the City of San Jose, County of Santa Clara, State of California, known as Assessor’s Parcel Number 477-12-024 (“**SJWC Land**”); and

WHEREAS, SJWC desires to convey and Valley Water desires to acquire a permanent easement on SJWC Land as more particularly described in the legal description labeled RESU File No. 4021-282, attached hereto as Exhibit “2”, incorporated herein by reference (“**SJWC Easement**”), by easement deed; and

WHEREAS, pursuant to Section 31 of the Santa Clara Valley Water District Act (California Water Code, Appendix Chapter 60), the Valley Water Board of Directors (“**Board**”) may by majority vote “exchange real property of equal value with any person, firm, or corporation ... where the real property to be exchanged is not required for district use and the property to be acquired is required for district use;” and

WHEREAS, the Board has determined that the Valley Water Property is no longer necessary to be retained for the uses and purposes thereof and the SJWC Easement is necessary for Valley Water’s use; and

WHEREAS, the Parties have determined that the Valley Water Property and SJWC Easement (collectively referred to herein as the “**Properties**”) are of equal value and the Parties desire to exchange the Properties subject to the terms and conditions stated in this Agreement.

NOW THEREFORE, the Parties hereby agree as follows:

1. AGREEMENT TO CONVEY AND ACQUIRE.

a) Valley Water Property:

(i) Valley Water agrees to convey, and SJWC agrees to acquire, all of Valley Water's right, title, and interest in the Valley Water Property.

(ii) Valley Water shall convey its interests in the Valley Water Property to SJWC by quitclaim deed in the form attached to this Agreement as Exhibit 3 ("**Quitclaim Deed**").

b) SJWC Easement:

(i) SJWC agrees to convey, and Valley Water agrees to acquire, all of SJWC's right, title, and interest in the SJWC Easement.

(ii) SJWC shall convey its interests in the SJWC Easement to Valley Water by easement deed in the form attached to this Agreement as Exhibit 4 ("**Easement Deed**") and with the Quitclaim Deed, collectively the "**Deeds**").

2. EXCHANGE VALUE.

The agreed value for Valley Water's Property shall be the sum of **NINETY THOUSAND DOLLARS, (\$90,000)** (the "**Valley Water Property Agreed Value**"). The agreed value for the SJWC Easement shall be the sum of **NINETY THOUSAND DOLLARS, (\$90,000)** (the "**SJWC Easement Agreed Value**"). The Parties agree that the Valley Water Agreed Value and the SJWC Easement Agreed Value are based on independent appraisals and negotiations between the Parties and are agreed to be of equal in market value. The Parties agree to exchange the Properties with no monetary payment and the promises and obligations made in the Agreement shall constitute full and final consideration for the exchange of real property interests.

3. CLOSE OF ESCROW; CONDITIONS TO CLOSING.

Escrow Number 7258791 has been opened pursuant to this Agreement at the office of First American Title Insurance Company (the "**Escrow Holder**"), 333 W. Santa Clara Street, Suite 220, San Jose, CA 95113. Unless Valley Water and SJWC both agree to an extension by written agreement, the escrow shall close ("**Close of Escrow**") on or before July 22, 2025 (the "**Closing Date**"). Upon mutual execution of this Agreement, Valley Water and SJWC shall deliver a fully executed copy of this Agreement to Escrow Holder and provide Escrow Holder with their separate instructions for closing escrow, consistent with the terms of this Agreement. SJWC and Valley Water shall evenly split escrow charges; each Party will pay title insurance costs for the policies as outlined in Section 5. The Parties shall deliver the Deeds to the Escrow Holder at least three (3) days before Close of Escrow. Each Party shall deliver their share of all escrow costs to Escrow Holder on or before the Close of Escrow.

Once the Parties have delivered all documents required pursuant to this Agreement, Escrow Holder will close the escrow and record the Deeds on the Closing Date .

Close of Escrow and the Parties' obligation to exchange the Properties pursuant to this Agreement are subject to the satisfaction of the following conditions at or prior to Close of Escrow: a) transaction approved by the California Public Utility Commission ("CPUC"); b) written approval from California Department of Housing and Community Development that the Valley Water Property qualifies as "exempt surplus land" under Government Code section 54221(f)(1)(C) ; and c) removal of personal property.

4. TRANSACTION SUBJECT TO APPROVAL BY CPUC.

The transaction contemplated herein is subject to review by and the approval of the CPUC. The Parties shall be obligated to perform under this Agreement only on the condition that the CPUC has approved the transaction contemplated herein prior to the Close of Escrow. If, as a result of a final non-appealable ruling by the CPUC, SJWC is unable to comply with any one or more specific provisions of this Agreement, this Agreement shall automatically terminate. Neither SJWC, nor Valley Water shall be obligated to perform under this Agreement if SJWC does not obtain CPUC approval of the transaction contemplated herein prior to the Close of Escrow. It is a specific condition precedent for closing escrow that SJWC obtain CPUC approval of the transaction contemplated herein.

5. CONDITION OF TITLE.

Within 3 days of the Agreement Date, the Parties shall cause the Escrow Holder to order a preliminary California Land Title Association title report for each of the Properties ("**Preliminary Title Reports**"). Copies of the Preliminary Title Reports shall then promptly be delivered to each Party and each Party shall at the same time receive copies of or an electronic link to all exceptions referred to in the Preliminary Title Reports. At their own expense, the Parties may obtain a survey of the respective Properties, prepared by a surveyor or civil engineer licensed in the State of California. Each Party shall have 5 business days after receiving the Preliminary Title Reports within which to notify the other Party in writing of any valid objections to any exceptions stated in such report. Either Party receiving an objection notice shall then have until the Close of Escrow within which to remove from the title insurance policy to be issued to the other Party the exceptions so objected to by the other Party.

If any condition stated in this section 5 has not been eliminated or satisfied prior to Close of Escrow, or if a Party whose title is found defective is unable to remove any of the exceptions to title that have been objected to, and if the Party to acquire the property is unwilling to take title subject to such exceptions, then this Agreement shall become null and void, and the escrow shall be canceled. Failure of a Party to object to any reported exceptions to title to the property to be acquired within the above specified time limit shall be deemed an approval of the Preliminary Title Report on such property.

The title insurance to be received by each Party shall be in the form of a standard ALTA Owner's Title Policy.

6. POSSESSION.

SJWC shall take possession of the Valley Water Property, and Valley Water shall exercise its rights under the SJWC Easement at any time after the Close of Escrow and recordation of the Deeds.

7. REMOVAL OF PERSONAL PROPERTY.

Valley Water shall remove from the Valley Water Property any items of personal property owned by Valley Water. Such removal shall not affect the Valley Water Property Agreed Value or any other terms or conditions of this Agreement.

8. HAZARDOUS WASTE MATERIAL.

Valley Water warrants and represents that, prior to execution of this Agreement, Valley Water has disclosed to SJWC, in writing, all of the information Valley Water has with respect to the prior or contemporaneous presence, storage, disposal, or release of any hazardous substances on, under, or about the Valley Water Property. Should it be determined that there were or are any hazardous substances on, under or about the Valley Water Property known to Valley Water, but not disclosed to SJWC, Valley Water shall be responsible for the cost of removing same in accordance with applicable local, state, or federal law, which cost shall be reimbursed to SJWC immediately upon demand for payment by SJWC.

Valley Water shall indemnify, defend with counsel acceptable to SJWC, and hold harmless SJWC and SJWC's officers, representatives, agents, and employees from and against any and all suits, damages, costs, fees, claims, demands, causes of action, losses, liabilities and expenses, including without limitation attorneys' fees, arising as a result of hazardous substances on, under, or about the Valley Water Property and known to Valley Water, but not disclosed to SJWC. As used in this Agreement the term "hazardous substances" means any and all chemicals, substances, wastes, or materials, which have been or are hereafter determined by any federal, state, or local governmental authority to be capable of posing risk of injury to health or safety, including, without limitation, petroleum, asbestos, polychlorinated biphenyls, radio-active materials and radon gas. Valley Water's obligations pursuant to this Section shall survive the Close of Escrow and recordation of the Deeds.

9. MUTUAL INDEMNIFICATION.

Valley Water shall indemnify, reimburse, hold harmless and defend SJWC from all liability, damages, loss, costs and obligations, including court costs and reasonable attorney's fees, arising out of any claim, suit, judgment, loss, or expense occasioned by, but not limited to, injury or death of any person or persons, or loss or damage to any property arising out of any negligent or intentional act or omission of Valley Water, its officers, agents, contractors, employees and invitees relating to this Agreement.

SJWC shall indemnify, reimburse, hold harmless and defend Valley Water from all liability, damages, loss, costs and obligations, including court costs and reasonable attorney's fees, arising out of any claim, suit, judgment, loss, or expense occasioned by, but not limited to, injury or death

of any person or persons, or loss or damage to any property arising out of any negligent or intentional act or omission of SJWC, its officers, agents, contractors, employees and invitees relating to this Agreement.

10. AS-IS CONVEYANCES.

Pursuant to California Civil Code Section 1102.2(j), the Valley Water Property is being conveyed “as is,” without express or implied warranty, and shall be subject to all liens, easements, and encumbrances, recorded or unrecorded. Both Parties shall rely on their own inspections of the respective property interests.

Valley Water and SJWC have each initialed this Section 10 to further indicate their awareness and acceptance of each and every provision of this Agreement. The provisions of this Section 10 shall survive the Close of Escrow.

SJWC's Initials:  Valley Water's Initials: _____

11. PRORATION OF TAXES.

Real property taxes and assessments, if any, on the Properties shall not be prorated with each Party being responsible for paying property taxes and assessments, including any and all interest and penalties, on their respective property up to the date of recordation of the Deeds.

12. FAILURE OF CLOSE OF ESCROW.

If Close of Escrow does not occur as a result of a Party’s failure to meet its obligations under this Agreement, the defaulting Party acknowledges and agrees that the non-defaulting Party may terminate this Agreement, seek specific performance or any other remedy provided by law or equity.

13. RIGHT OF ENTRY.

SJWC and its designated agents and independent contractors shall have the right to enter the Valley Water Property to the extent necessary for the purpose of conducting tests, engineering studies, and other studies. SJWC agrees to repair any damage it or its agents or independent contractors shall cause to the Valley Water Property, keep the property free and clear of any liens, and indemnify and hold Valley Water harmless from any and all costs, expenses, losses, attorney’s fees, and liabilities (including, but not limited to, claims of mechanics liens) incurred or sustained by Valley Water as a result of any acts of SJWC, its agents, or independent contractors pursuant to the right granted by this Section.

14. NOTICES.

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, delivered or sent by email and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if mailed, three (3) business days after the date of posting by the United States post office, or (iii) if

given by email, when sent if on a business day during regular business hours. Any notice, request, demand, direction, or other communication sent by email must be confirmed within forty-eight (48) hours by letter mailed or delivered by regular U.S. mail.

To Valley Water:

Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, California 95118
Attention: Real Estate Services Unit Manager
Email: realestate@valleywater.org

To SJWC:

San Jose Water Company
110 W. Taylor
San Jose, CA 95110
Attn.: Corporate Attorney
Email: willie.brown@sjwater.com

With a copy to:

San Jose Water Company
1265 South Bascom Ave.
San Jose, CA 95128
Attn.: Scott Hoffman
Phone: 408-918-7296
Email: scott.hoffman@sjwater.com

Hoge, Fenton, Jones & Appel, Inc.
55 South Market Street, Suite 900
San Jose, CA 95113
Attn: Sean Cottle
Phone: 408.287.9501
Email: sean.cottle@hogefenton.com

15. HEADINGS AND TITLES.

The titles and headings in this Agreement are included principally for convenience and do not by themselves affect the construction or interpretation of any provision in this Agreement, nor affect any of the rights or obligations of the Parties.

16. NO THIRD-PARTY BENEFICIARIES.

The Parties intend that the rights, obligations, and covenants in this Agreement shall be exclusively enforceable by the Parties. There are no third-party beneficiaries to this Agreement.

17. BROKERS AND FINDERS.

The Parties represent and warrant to one another that no broker, salesperson, or finder has been engaged by them in connection with the transactions contemplated by this Agreement.

18. COUNTERPARTS, ELECTRONIC SIGNATURES.

This Agreement may be executed in two or more counterparts, including any electronic transmission of same. All executed counterparts when taken together shall constitute one agreement, and each counterpart shall be deemed an original. The Parties hereby acknowledge and agree that signatures transmitted by electronic mail in so-called "pdf" format or by DocuSign shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered. The Parties (i) intend to be bound by the signatures on any document sent by electronic mail, (ii) are aware that the other Party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature.

19. SEVERABILITY.

Should any part of this Agreement be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the Parties.

20. RECITALS EXHIBITS.

The Recitals and all exhibits attached hereto are incorporated by reference herein.

21. AMENDMENT.

All amendments and supplements to this Agreement may be amended only by a writing signed by each of the Parties hereto.

22. ADDITIONAL DOCUMENTS.

Each Party hereto agrees to perform any further acts and to execute and deliver any further documents which may be reasonably necessary to carry out the provisions of this Agreement.

23. INTERPRETATION OF AGREEMENT.

The Parties hereto acknowledge and agree that, although this Agreement has been drafted initially by SJWC's legal counsel, Valley Water and/or its legal counsel have reviewed and negotiated, or had an opportunity to review and negotiate, the terms of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

24. GOVERNING LAW AND VENUE.

This Agreement shall be construed and interpreted according to the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions will be exclusively vested in a state or federal court in the State of California. The Parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara and waive all venue objections.

25. ATTORNEY FEES.

Each Party shall be responsible for payment of the fees and expenses of its counsel relating to this Agreement. In the event any legal action or litigation is undertaken by a Party to enforce the provisions of the Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and legal cost that it incurs.

26. SUCCESSORS AND ASSIGNS.

This Agreement and all covenants, terms and provisions contained herein shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assignees.

27. TIME OF THE ESSENCE.

Time is of the essence of every provision herein contained.

28. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the Parties with respect the subject matter hereof. Any other prior or contemporaneous oral or written agreements by and between the Parties or their agents and representatives with respect to the exchange of the Properties are revoked and extinguished by this Agreement.

29. EXHIBITS TO THE AGREEMENT.

Exhibit "1" – Legal Description of Valley Water Property
Exhibit "2" – Legal Description of SJWC Easement
Exhibit "3" – Quitclaim Deed
Exhibit "4" – Water Management Easement Deed

(Signatures appear of the next page)

IN WITNESS WHEREOF, the Parties have executed this Agreement as follows:

VALLEY WATER:

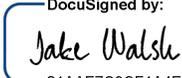
Santa Clara Valley Water District, a
Special District, created by the California
Legislature

By: _____
Name: Melanie Richardson, P.E.,
Title: Interim Chief Executive Officer

Date: _____

SJWC:

San Jose Water Company,
a California corporation

By:  _____
Name: Jake Walsh
Title: Vice President of Engineering

Date: 5/7/2025

Attest: Candace Kwok-Smith

Clerk of the Board

Approved as to form and legality:

By: _____
Name: _____
Date: _____



EXHIBIT "1"

LEGAL DESCRIPTION OF VALLEY WATER PROPERTY

(Two Pages to Follow)

EXHIBIT 1

Legal Description
Pleasant Acres Drive Pressure Station
Lands of Valley Water
Exhibit 'A'

All that certain real property situate in the Unincorporated Area of Santa Clara County, State of California, being a portion of Parcel 1-A as described in the GRANT DEED from Vincent Guluzzo, Jr. and Adelene M. Guluzzo, his wife to the SANTA CLARA VALLEY WATER DISTRICT, a public corporation, recorded on August 30, 1978 as Document No. 6124017 (D 920 O.R. 509) of Official Records, Santa Clara County records, more particularly described as follows:

BEGINNING at the most westerly corner of said Parcel 1-A; thence along the northwesterly line of said Parcel 1-A, North 40° 35' 09" East, 173.00 feet; thence leaving said northwesterly line, South 49° 00' 13" East, 162.00 feet; thence South 40° 35' 09" West, 173.00 feet to point on the southwesterly line of said Parcel 1-A; thence along said southwesterly line, North 49° 00' 13" West, 162.00 feet to the **POINT OF BEGINNING**.

Containing an area of 0.643 acres (28,025 square feet) of land, more or less.

NOTE: Bearings and distances described herein are based on the California Coordinate System of 1983, Zone 3, Epoch 1991.35. Multiply herein described distances by 1.000057850 to obtain ground level distances.

Legal description prepared by Cross Land Surveying, Inc. in November 2022 and is based upon a field survey of Parcel 1-A as described in the GRANT DEED from Vincent Guluzzo, Jr. and Adelene M. Guluzzo, his wife to the SANTA CLARA VALLEY WATER DISTRICT, a public corporation, recorded on August 30, 1978 as Document No. 6124017 (D 920 O.R. 509) of Official Records, Santa Clara County records.

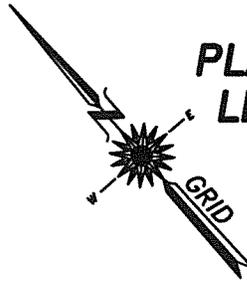
END OF DESCRIPTION

Kristina D. Comerer
Kristina D. Comerer, PLS 6766
Date January 10, 2023



EXHIBIT 'B' PLAT TO ACCOMPANY LEGAL DESCRIPTION

PRESSURE STATION
PLEASANT ACRES DRIVE
SAN JOSE, CALIFORNIA
SCALE: 1" = 40'



BASIS OF BEARINGS

BEARINGS AND DISTANCES SHOWN HEREIN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 3, EPOCH 1991.35. MULTIPLY HEREIN DISTANCES BY 1.000057850 TO OBTAIN GROUND DISTANCES.

← 20' EASEMENT
SAN JOSE WATER COMPANY
1605 O.R. 244

MAP OF MARTEN'S SUBDIVISION
OF PART OF THE
PALO RANCHO
"N" MAPS 97

652-02-007
LANDS OF PIVK
DOC. NO. 12559543
(N502 O.R. 0147)

PM 599 M. 21 & 22
PARCEL 2

300.93

N 40°35'09" E 173.00

143.00

S 49°00'13" E 162.00

652-03-020
LANDS OF SCYWD
DOC. NO. 6124017
(D 920 O.R. 509)

R/S 816 M. 44
R/S 446 M. 56
PARCEL-1A

PM 362 M. 30
PARCEL 1

PRESSURE STATION
FEE ACQUISITION
AREA=0.643 AC. +/-

LEGEND

- FD. IRON PIPE
- BOUNDARY LINE
- - - EXISTING EASEMENT LINE
- PROPOSED FEE PARCEL
- ↗ 10' P.U.E. PER 362 M. 30

POINT OF BEGINNING

30' PRIVATE INGRESS/EGRESS,
PUBLIC UTILITIES, STORM,
SANITARY SEWERS, WATER
PIPE LINES, AND STREET
PURPOSES B641 O.R. 584

N 49°00'13" W 162.00

PLEASANT ACRES DRIVE 20' INGRESS/EGRESS
1426 O.R. 332

652-10-009
LANDS OF NANIK

R/S 199 M. 2
R/S 25 M. 36



CROSS LAND SURVEYING, INC.
2210 MT. PLEASANT ROAD
SAN JOSE, CA 95148
(408) 274-7994

Kristina D. Comerer
KRISTINA D. COMERER, PLS 6766

DATE: JANUARY 10, 2023

PROJECT NO. 09-72

EXHIBIT "2"

LEGAL DESCRIPTION OF SAN JOSE WATER COMPANY EASEMENT

(Five Pages to Follow)

EXHIBIT 2

Santa Clara Valley Water District
San Jose, Ca 95118

PROJECT: COYOTE CREEK FLOOD
PROTECTION PROJECT (CCFPP)

RESU FILE NO.: 4021-282
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:

Permanent Easement (P.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, S56°39'49"W, 55.46 feet, to the **POINT OF BEGINNING**;

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

- 1) S37°27'49"E, 38.69 feet;
- 2) S52°28'52"W 548.75 feet;
- 3) S05°39'38"W 64.84 feet;
- 4) S10°18'08"W 51.29 feet, to a point on the westerly line of said lands;

Thence along said westerly line, N39°25'02"W 30.01 feet;

Thence leaving said westerly line, the following six (6) courses:

- 1) N10°42'07"E 20.11 feet;
- 2) N08°08'17"E 16.86 feet;
- 3) N04°10'57"E 47.70 feet;
- 4) N21°32'09"W 29.84 feet;
- 5) N30°42'29"E 63.19 feet;
- 6) N51°19'05"E 305.01 feet, to a point on the general northerly line of said lands;

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

- 1) N85°21'26"E 29.00 feet;
- 2) N56°39'49"E, 177.64 feet to the **POINT OF BEGINNING**

Containing 34,374 square feet or 0.79 acres 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.

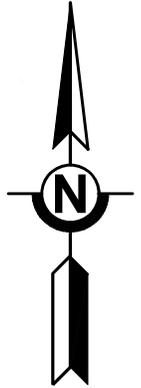
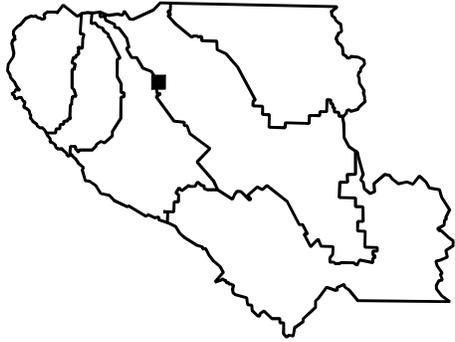




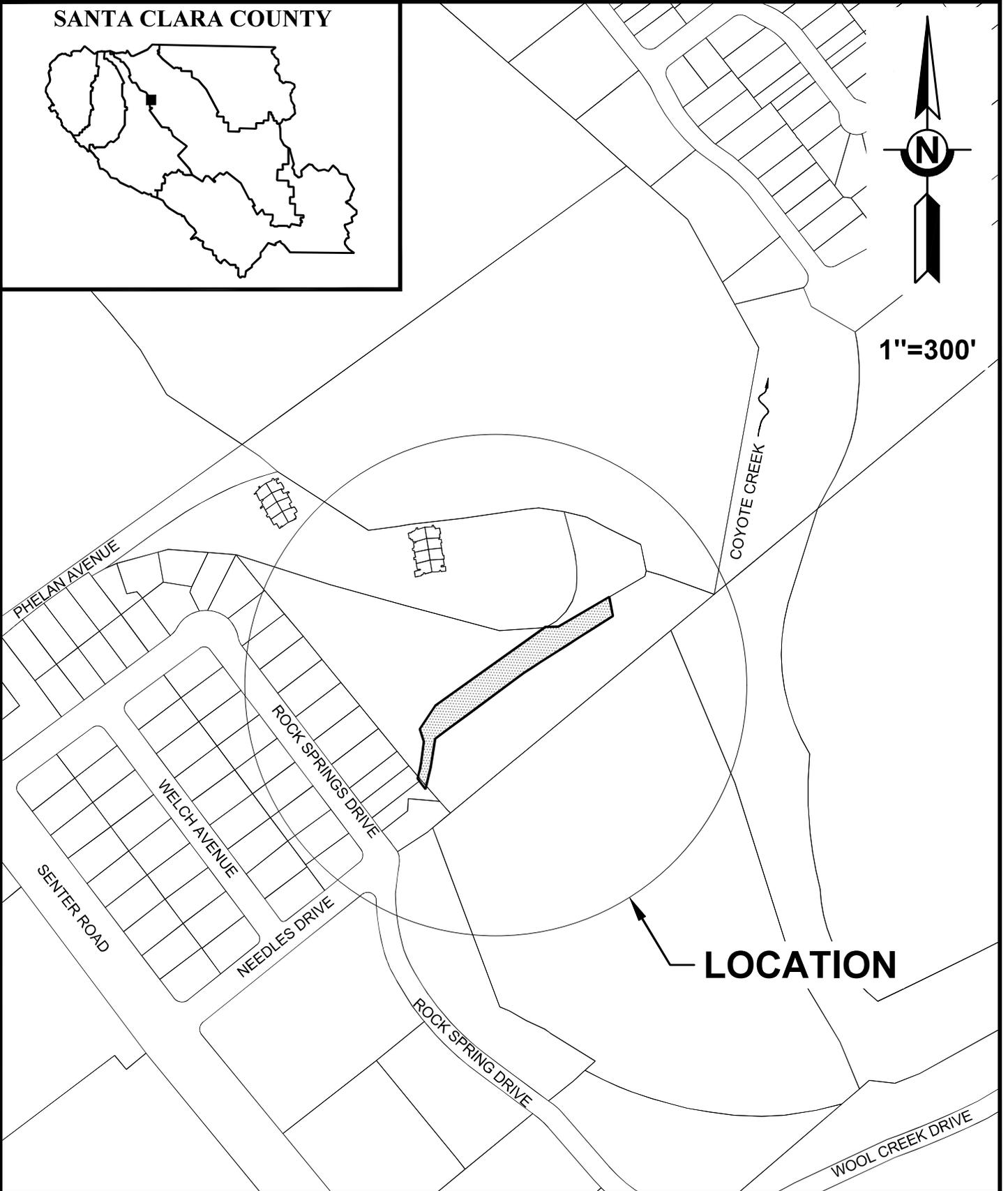
Jessica DeMartini, PLS 9095

10/21/24
Date

SANTA CLARA COUNTY



1"=300'



LOCATION

SCVWD S:\REQUESTS\COYOTE CREEK\2023_147\2 Working\Office\ROW\Plats and Legal Descriptions\Reach 8\477-12-024 SAN JOSE WATER WORKS\4021-282 PE\2023-147_4021-282 PE-Map.dwg

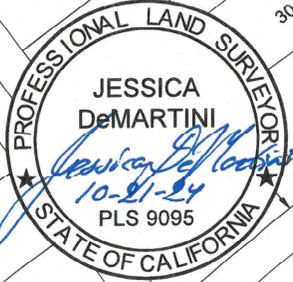
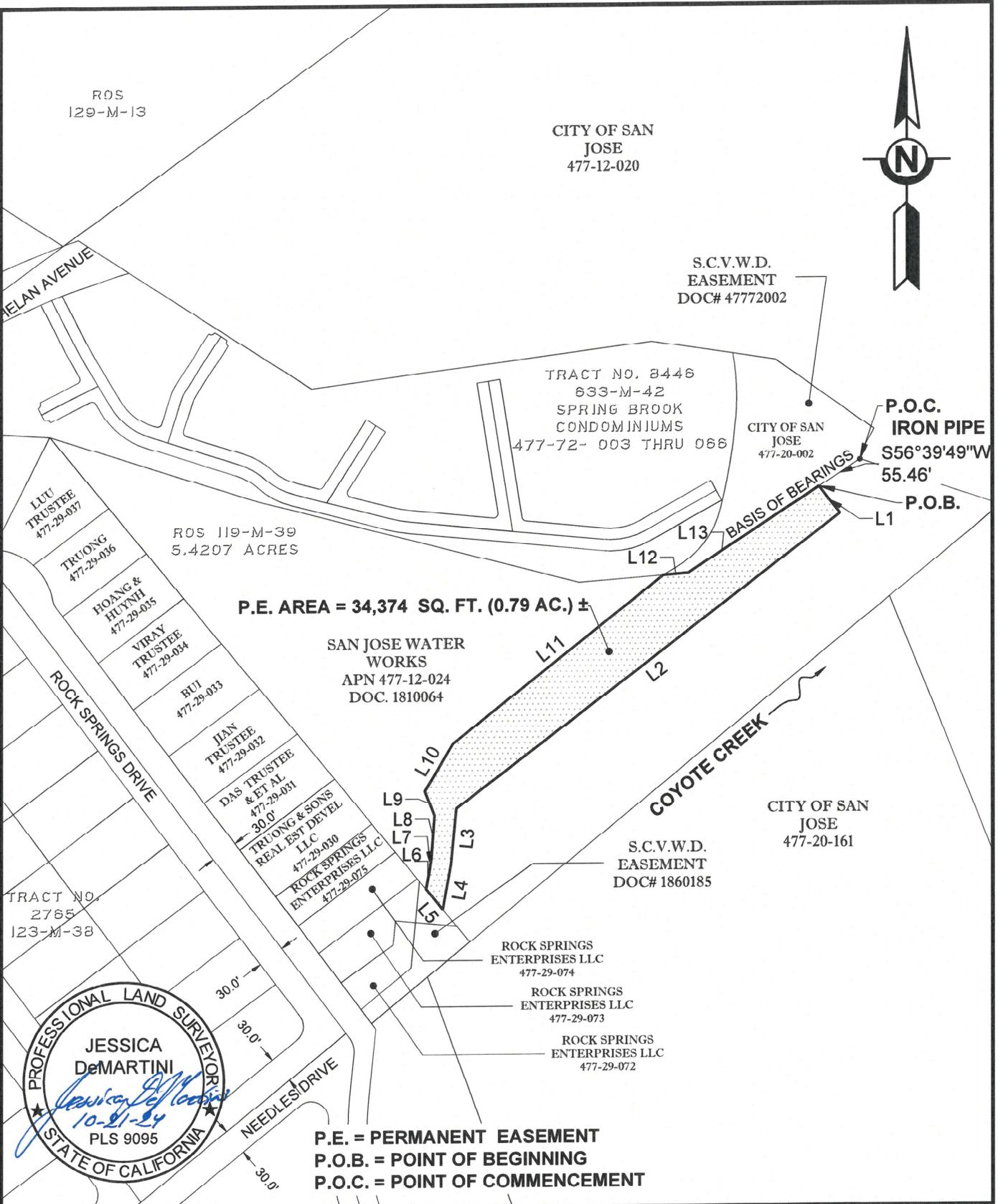
SANTA CLARA VALLEY WATER DISTRICT



COYOTE CREEK FLOOD PROTECTION PROJECT

RESU FILE NO.	4021-282
APN	472-12-024
LSMU REQUEST NO.	2023-147
DRAWN	Attachment 2

SCVWD S:REQUESTS:COYOTE CREEK\2023_147\2 Working\Office\IROW\Plats and Legal Descriptions\Reach 8\477-12-024 SAN JOSE WATER WORKS\4021-282 PE\2023-147_4021-282 PE.dwg



P.E. = PERMANENT EASEMENT
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT

	SANTA CLARA VALLEY WATER DISTRICT	SCALE: 1" = 150'	RESU FILE NO. 4021-282
			APN 477-12-024
			LSMU REQUEST NO. 2023-147
			DRAWN A.Ruiz



Line Table		
Line #	Bearings	Distance
L1	S37°27'49"E	38.69'
L2	S52°28'52"W	548.75'
L3	S05°39'38"W	64.84'
L4	S10°18'08"W	51.29'
L5	N39°25'02"W	30.01'
L6	N10°42'07"E	20.11'
L7	N08°08'17"E	16.86'
L8	N04°10'57"E	47.70'
L9	N21°32'09"W	29.84'
L10	N30°42'29"E	63.19'
L11	N51°19'05"E	305.01'
L12	N85°21'26"E	29.00'
L13	N56°39'49"E	177.64'



SANTA CLARA VALLEY WATER DISTRICT



SCALE: N/A

RESU FILE NO.	4021-282
APN	477-12-024
LSMU REQUEST NO.	2023-147
DRAWN	A.Ruiz

SCVWD S:\REQUESTS\COYOTE CREEK\2023_14712 Working\Office\ROW\Plats and Legal Descriptions\Reach 8477-12-024 SAN JOSE WATER WORKS\4021-282 PE\2023-147_4021-282 PE.dwg

EXHIBIT "3"
FORM OF QUITCLAIM DEED
(Two Pages to Follow)

EXHIBIT 3

**RECORD WITHOUT FEE UNDER
CALIFORNIA GOVERNMENT CODE
SECTION 6103**

**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: 652-03-020 (portion of)

DOCUMENT NO.: 9435-6.1

QUITCLAIM DEED

SANTA CLARA VALLEY WATER DISTRICT, a Special District created by the California Legislature, hereinafter "Grantor", does hereby remise, release, and forever quit claim to SAN JOSE WATER COMPANY, a California Corporation, hereinafter "Grantee", all that certain real property in the City of San Jose, County of Santa Clara, State of California, as described in Exhibit A, attached hereto and made a part hereof by this reference.

Dated this ____ day of _____ 20__

FOR GRANTOR:

Melanie Richardson, P.E.
Interim Chief Executive Officer

Attest: _____

By: _____

DOCUMENT NO.: 9435-6.1

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, Corporate Officer(s), Partner(s), Attorney-In-Fact, Trustee(s), Guardian/Conservator, Other

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

EXHIBIT "4"

FORM OF WATER MANAGEMENT EASEMENT DEED

(Five Pages to Follow)

EXHIBIT 4

**RECORD WITHOUT FEE UNDER
CALIFORNIA GOVERNMENT CODE
SECTION 6103**

**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.: 4021-282

WATER MANAGEMENT EASEMENT DEED

SAN JOSE WATER COMPANY, formerly known as San Jose Water Works, a California corporation, hereinafter "Grantor," does hereby grant, convey and dedicate to the SANTA CLARA VALLEY WATER DISTRICT, a Special District created by the California Legislature, hereinafter "Grantee," an easement for water management and/or storm water drainage purposes in, upon, over, and across that certain real property in the City of San Jose, County of Santa Clara, State of California, described in Exhibit A attached hereto and made a part hereof by this reference (collectively, the "Easement").

DOCUMENT NO.: 4021-282

Said easement area shall be kept clear of any type of building, fences, structure, pavement, or trees unless prior written approval is obtained from Grantee.

The Easement shall include the right to construct, reconstruct, inspect, maintain, and repair a channel, protection works, and appurtenant structures, together with the right to trim or remove such trees or brush within the easement area as may constitute a hazard to persons or property or may interfere with the use of said area for the purpose granted. It also shall include the right to enter upon said land with vehicles, tools, implements, and other materials, take there from and use earth, rock, sand, and gravel for construction, maintenance, and repair of said channel, protections work, and appurtenant structures by Grantee, its officers, agents, and employees, and by persons under contract with Grantee and their employees whenever and wherever necessary for flood control or storm drainage purposes.

The Easement shall also include the non-exclusive right of ingress from and egress to public streets to the easement area described in Exhibit A, over and across the property of the Grantor by such route or routes as shall occasion the least practicable damage to the property and inconvenience to Grantor for the purposes of routine inspection and maintenance of the improvements within the easement area. Grantee shall provide reasonable advance notification of its intent to enter Grantor's property.

Grantee shall be responsible for any damages proximately caused by Grantee's use of the Easement, and Grantee will, at its option, either repair or pay for such damage.

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

As used above, the term "grantor" shall include the plural as well as the singular number. The words "himself" and "his" shall include the feminine gender as the case may be.

Dated this _____ day of _____, 20

GRANTOR:

SAN JOSE WATER COMPANY,
a California Corporation

Tanya Moniz-Witten
President

DOCUMENT NO.: 4021-282

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), 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 of Easement

(to be attached)

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