

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

RESOLUTION NO. 2025-

AUTHORIZING EXCHANGE OF REAL PROPERTY RIGHTS WITH APPLE INC.

WHEREAS, Section 31 of the District Act authorizes the Board by majority vote to exchange real property of equal value with any person, firm, or corporation where the real property to be exchanged is not required for Santa Clara Valley Water District (Valley Water) use and the property to be acquired is required for Valley Water use; and

WHEREAS, Apple Inc. (Apple), a California company, successor by merger to Campus Holdings, Inc., a Delaware corporation, owns fee title to that certain real property located in the City of Cupertino, State of California designated with Assessor Parcel Number (APN) 316-06-064 (hereafter, "Subject Property"); and

WHEREAS, Valley Water currently possesses ingress/egress easement rights on, over, under, and upon portions of the Subject Property for ingress/egress from Tantau Avenue to Calabazas Creek, which flows adjacent to the Subject Property; and

WHEREAS, under the existing easement deed (Document 1308844), recorded, February 29, 1996, Apple has reserved rights to provide a substitute but equivalent ingress/egress to Valley Water if needed to accommodate development at the site; and

WHEREAS, due to site development, Apple would like to provide a substitute ingress/egress easement that is functionally equivalent to the existing Valley Water easement along the eastern portion of the Subject Property adjacent to North Tantau Avenue, I-280, and Calabazas Creek described and depicted in the Ingress/Egress Easement Deed attached hereto and incorporated herein as Exhibit A; and

WHEREAS, in exchange for the proposed easement, Valley Water would quitclaim the existing easement over the Subject Property, between North Tantau Avenue, I-280, and Calabazas Creek, described and depicted in the Quitclaim Deed attached hereto and incorporated herein as Exhibit B, to Apple; and

WHEREAS, upon acceptance of the substitute ingress/egress easement by Valley Water, the existing easement will no longer be necessary for Valley Water use and purposes.

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

1. The recitals above and exhibits attached hereto are incorporated herein by this reference.
2. The right to provide a substitute but equivalent access easement, if needed for future development, is reserved by Apple in the existing easement deed.
3. The interest in real property to be acquired from Apple is described in the Ingress/Egress Easement Deed, attached hereto as Exhibit A and incorporated and herein, is functionally equivalent to the existing ingress/egress easement.

4. The interest in real property to be conveyed from Valley Water to Apple is described in the Quitclaim Deed, attached hereto as Exhibit B and incorporated herein, and will no longer be required for Valley Water ingress and egress purposes upon acceptance of the Ingress/Egress Easement Deed.
5. The proposed exchange of real property is approved and consistent with the requirement of the District Act.
6. The Chair of the Board is authorized to sign this Resolution.
7. The CEO is hereby authorized to accept the real property described in the Ingress/Egress Easement Deed from Apple shown in Exhibit A.
8. The CEO is hereby authorized to execute and deliver the Quitclaim Deed to Apple shown in Exhibit B.

PASSED AND ADOPTED by the Board of Directors of the Santa Clara Valley Water District by the following vote on January 14, 2025:

AYES: Directors

NOES: Directors

ABSENT: Directors

ABSTAIN: Directors

SANTA CLARA VALLEY WATER DISTRICT

TONY ESTREMER
Chair, Board of Directors

ATTEST: MAXIMILLION OVERLAND, CMC

Interim Clerk, Board of Directors

EXHIBIT A COVERSHEET

INGRESS/EGRESS EASEMENT DEED

No. of Pages: 6

Exhibit Attachment: None

EXHIBIT A – INGRESS/EGRESS EASEMENT DEED (Page 1 of 6)

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 VALLEY WATER
5750 ALMADEN EXPRESSWAY
SAN JOSE, CALIFORNIA 95118

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 316-06-064 (portion of)

DOCUMENT NO.: 2010-226

EASEMENT DEED (Ingress/Egress)

Apple Inc., a California company, successor by merger to Campus Holdings, Inc., a Delaware corporation, hereinafter "Grantor," do(es) hereby grant, convey and dedicate to the **SANTA CLARA VALLEY WATER DISTRICT**, a Special District, created by the California Legislature "Grantee", a non-exclusive easement for the purpose of ingress and egress on, upon, over, and across that certain real property in the City of Cupertino, County of Santa Clara, State of California, described as:

See attached Exhibit "A" & "B" hereto and made a part thereof ("Easement Area")

EXHIBIT A – INGRESS/EGRESS EASEMENT DEED (Page 2 of 6)

DOCUMENT NO.: 2010-226

The Easement Area shall be kept clear of any type of building, fences, structure, or trees, other than those presently existing, unless prior written approval is obtained from the Grantee, which approval shall not be unreasonably withheld, delayed or conditioned.

Grantee shall indemnify, defend, and hold Grantor harmless from and against every expense, claim, demand and loss, including but not limited to liabilities, obligations, costs, reasonable expenses, fines, levies, imposts, assessments, demands, damages, or judgments of any kind or nature, whether in law or equity (including without limitation, administration and judicial orders or consents, or any other loss) by reason of injury (including death) to persons or damage to property arising out of Grantee's (including its officers, employees, agents, contractors, and invitees (collectively, the "Grantee Parties")) use of the Easement Area, except to the extent arising out of the negligence or willful misconduct of Grantor or any of the Grantor Parties.

Grantor shall indemnify, defend, and hold Grantee harmless from and against every expense, claim, demand and loss, including but not limited to liabilities, obligations, costs, reasonable expenses, fines, levies, imposts, assessments, demands, damages, or judgments of any kind or nature, whether in law or equity (including without limitation, administration and judicial orders or consents, or any other loss) by reason of injury (including death) to persons or damage to property arising out of Grantor's (including its officers, employees, agents, contractors, and invitees (collectively, the "Grantor Parties")) use of the Easement Area, except to the extent arising out of the negligence or willful misconduct of Grantee or any of the Grantee Parties.

The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties and their respective personal representatives, heirs, successors, and assigns, and shall constitute a servitude running in perpetuity with the Easement Area.

(As used above, the terms "Grantor" and "Grantee" 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.)

Each of the provisions of this easement shall be enforceable independently of any other provision of this easement and independent of any other claim or cause of action. In the event of any matter of dispute arising out of or related to this easement, it is agreed between the parties that the law of the jurisdiction and location where this easement is recorded (including statute of limitation provisions) will govern the interpretation, validity and effect of this easement without regard to the place of execution or place of performance thereof, or any conflicts of law provisions.

Dated this 11 day of July 2024

APPLE INC.

By: 

Kristina Raspe
Vice President of Real Estate and
Development

EXHIBIT A – INGRESS/EGRESS EASEMENT DEED (Page 3 of 6)

DOCUMENT NO.: 2010-226

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 SS
COUNTY OF SANTA CLARA

On this 11 day of July, in the year 2021 before me Terencia Tervalon,
Notary Public, personally appeared Kristina Raspe
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))

EXHIBIT A – INGRESS/EGRESS EASEMENT DEED (Page 4 of 6)

DOCUMENT NO.: 2010-226

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 – INGRESS/EGRESS EASEMENT DEED (Page 5 of 6)

DocuSign Envelope ID: 4D369B4D-E797-4E13-9A35-485A38BD838A

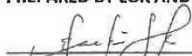
EXHIBIT "A" LEGAL DESCRIPTION INGRESS/EGRESS EASEMENT

REAL PROPERTY SITUATED IN THE UNINCORPORATED AREA OF SANTA CLARA COUNTY, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL 4 AS SHOWN ON THAT CERTAIN PARCEL MAP FILED DECEMBER 19, 2014, IN BOOK 879 OF MAPS, AT PAGES 19 TO 25, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SANTA CLARA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHERLY TERMINUS OF THAT COURSE SHOWN AS "N 00°26'29" E(R), 54.00 FEET" ALONG THE GENERAL EASTERLY LINE OF SAID PARCEL 4; THENCE ALONG SAID COURSE, NORTH 00°26'29" EAST, 10.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID COURSE, NORTH 00°26'29" EAST, 33.01 FEET; THENCE FROM A TANGENT THAT BEARS NORTH 88°49'44" WEST, ALONG A CURVE TO THE LEFT WITH A RADIUS OF 60.32 FEET, THROUGH A CENTRAL ANGLE OF 76°52'32", AN ARC LENGTH OF 80.93 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 14°17'21", AN ARC LENGTH OF 6.23 FEET; THENCE SOUTH 00°00'23" WEST, 603.37 FEET; THENCE SOUTH 14°37'11" WEST, 26.80 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 45.00 FEET, THROUGH A CENTRAL ANGLE OF 108°20'28", AN ARC LENGTH OF 85.09 FEET; THENCE NORTH 57°02'21" WEST, 219.30 FEET; THENCE NORTH 05°29'36" EAST, 142.76 FEET; THENCE AT A RIGHT ANGLE, NORTH 84°30'24" WEST, 54.02 FEET TO THE GENERAL WESTERLY LINE OF SAID PARCEL 4; THENCE ALONG LAST SAID LINE, SOUTH 05°29'36" WEST, 137.22 FEET; THENCE SOUTH 57°02'21" EAST, 269.79 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 65.00 FEET, THROUGH A CENTRAL ANGLE OF 100°58'51", AN ARC LENGTH OF 114.56 FEET; THENCE NORTH 13°56'20" EAST, 49.95 FEET; THENCE NORTH 00°00'23" EAST, 582.67 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 53°13'55", AN ARC LENGTH OF 23.23 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 48.67 FEET, THROUGH A CENTRAL ANGLE OF 35°37'53", AN ARC LENGTH OF 30.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 30,279 SQUARE FEET, MORE OR LESS.

PREPARED BY LUK AND ASSOCIATES


JACQUELINE LUK, PLS 8934

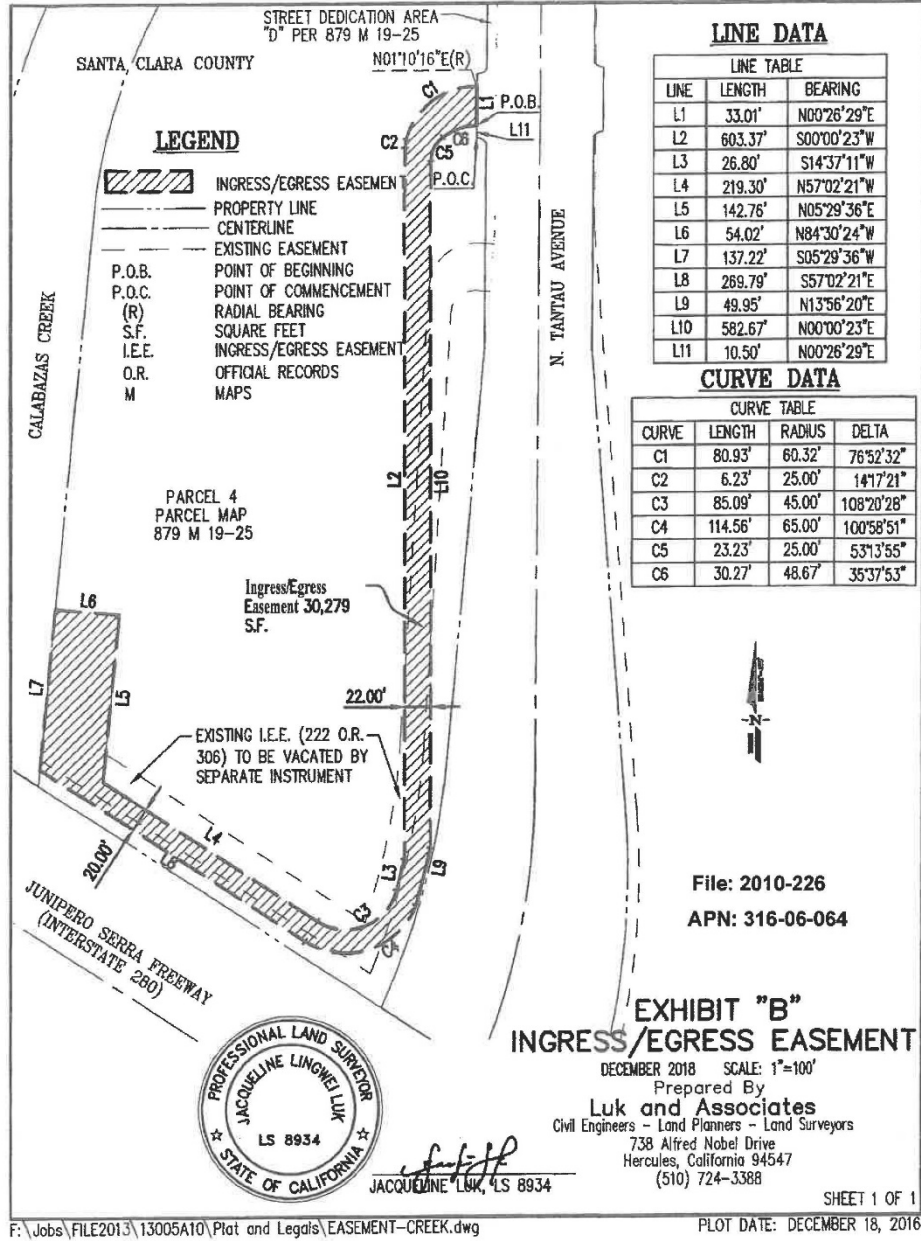
DATE: December 18, 2016



This real property description has been prepared
by me or under my direction in conformance with the Professional Land Surveyors Act.

EXHIBIT A – INGRESS/EGRESS EASEMENT DEED (Page 6 of 6)

DocuSign Envelope ID: 4D369B4D-E797-4E13-9A35-485A38BD838A



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EXHIBIT B COVERSHEET

QUITCLAIM DEED

No. of Pages: 7

Exhibit Attachment: None

EXHIBIT B – QUITCLAIM DEED (Page 1 of 7)

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: 316-06-064 (portion of)

DOCUMENT NO.: 2010-209.1

QUITCLAIM EASEMENT DEED
(Ingress/Egress)

SANTA CLARA VALLEY WATER DISTRICT, a Special District, created by the California Legislature (Valley Water), hereinafter "Grantor," does hereby release and quitclaim to Apple Inc., a California corporation, (Grantee) all that real property interest in the City of Cupertino, County of Santa Clara, State of California, described in that certain Easement Deed (Ingress/Egress) recorded on February 29, 1996 as instrument No. 13208844, Official Records of Santa Clara County as depicted on Exhibit A attached hereto.

Dated this _____ day of _____, 2025

SANTA CLARA VALLEY WATER
DISTRICT

By: _____
Rick L. Callender Esq.
Chief Executive Officer

Attest: Michele L. King

By: _____
Clerk/Board of Directors

EXHIBIT B – QUITCLAIM DEED (Page 2 of 7)

DOCUMENT NO.: 2010-209.1

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 SS
COUNTY OF SANTA CLARA

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))

EXHIBIT B – QUITCLAIM DEED (Page 3 of 7)

Exhibit A

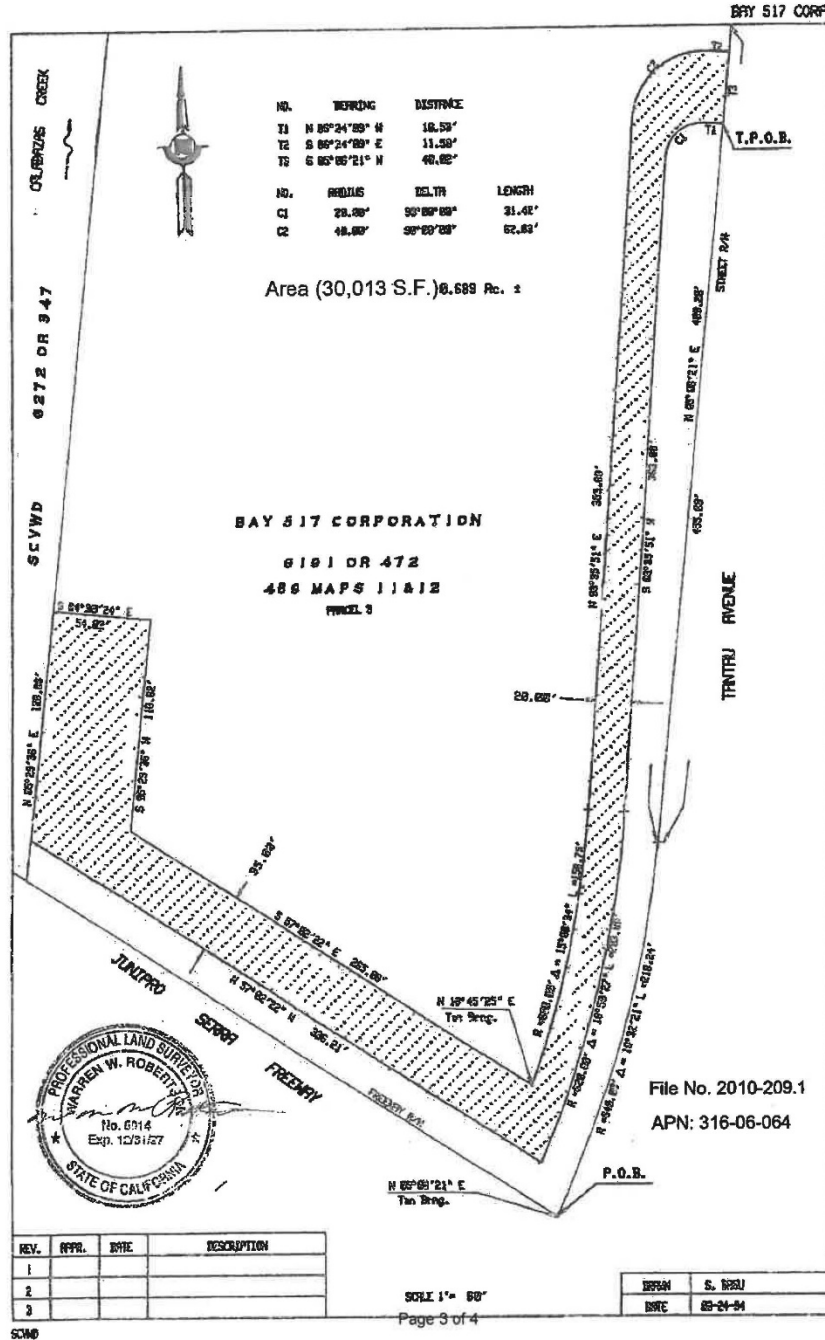


EXHIBIT B – QUITCLAIM DEED (Page 4 of 7)

P222 PAGE 0306
VALLEY TITLE COMPANY
ESCROW NO. 205928 INSURED
RECORD WITHOUT FEE UNDER SECTION 6163
GOVERNMENT CODE OF THE STATE OF CALIFORNIA
AFTER RECORDING RETURN TO:
SANTA CLARA VALLEY WATER DISTRICT
8760 ALAMADEN EXPRESSWAY
SAN JOSE, CALIFORNIA 95116

REC	REC
FBI	
AGRO	
RTCE	
LEN	
SNSP	
PCOR	

3208844
FINISHED AT THE REQUEST OF
Valley Title Company

FEB 29 1996 8:00AM
BRENDA DAVIS, Recorder
Santa Clara County, Official Records

APN NO. 316-06-038 and -39 (portion)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EASEMENT DEED
(INGRESS/EGRESS)

DOCUMENT NO.: 2010-209

TANDEM COMPUTERS INCORPORATED, a Delaware corporation,

hereinafter, "Grantor"

Grant, convey and dedicate to the SANTA CLARA VALLEY WATER DISTRICT, a public corporation ("District"),
an easement for the purpose of ingress and egress on, upon, over, and across that certain real property, in the City of
Cupertino, County of Santa Clara, State of California, described as:

Being a portion of the lands described in the deed recorded in Book G191 of Official Records at Page 472 and shown
as "PARCEL 3" on that certain parcel map filed in Book 489 of Maps at pages 11 and 12, both documents are in the
office of the Recorder, County of Santa Clara, State of California, to wit:

BEGINNING at the intersection of the general westerly line of Tantau Avenue with the northerly line of the Junipero
Serra Freeway, as shown on said map; thence along said general westerly line of Tantau Avenue, along a curve to the
left from a tangent which bears N05°06'21"E, having a radius of 640.00 feet, through a central angle of 19°32'21" for
an arc distance of 218.24 feet; thence continuing along said line, N05°06'21"E 400.20 feet to the TRUE POINT OF
BEGINNING; thence leaving said line, N86°24'09"W 10.53 feet; thence along a curve to the left having a radius of
20.00 feet, through a central angle of 90°00'00" for an arc distance of 31.42 feet; thence S03°35'51"W 363.88 feet;
thence along a curve to the right, having a radius of 620.00 feet, through a central angle of 18°50'27" for an arc distance
of 203.88 feet; thence N57°02'22"W 336.21 feet to a point on the easterly line of the lands of the Santa Clara Valley
Water District as described in the deed recorded in Book G272 of Official Records at Page 347, Santa Clara County
Records, thence along said easterly line, N05°29'36"E 128.86 feet; thence leaving said line, S84°30'24"E 54.02 feet;
thence S05°29'36"W 118.62 feet; thence S57°02'22"E 265.09 feet; thence along a curve to the left from a tangent which
bears N18°45'25"E, having a radius of 600.00 feet, through a central angle of 15°09'34" for an arc distance of 158.75
feet; thence N03°35'51"E 383.88 feet; thence along a curve to the right, having a radius of 40.00 feet, through a central
angle of 90°00'00" for an arc distance of 62.83 feet; thence S86°24'09"E 11.58 feet to a point on said general westerly
line of Tantau Avenue; thence along said line, S05°06'21"W 40.02 feet to the TRUE POINT OF BEGINNING.

Containing 0.689 acre of land, more or less.

20100001.000

ORIGINAL

EXHIBIT B – QUITCLAIM DEED (Page 5 of 7)

P 222 PAGE 0307

DO NOT WRITE ABOVE THIS LINE

ACKNOWLEDGMENT OF SUBSCRIBING WITNESS

STATE OF CALIFORNIA)
COUNTY OF SANTA CLARA) SS

On this 30th day of January, in the year 1995, before me,
the undersigned, a Notary Public in and for the State of California, residing therein, duly commissioned and sworn,
personally appeared J. Scott Erwin known to me to be the person whose name is subscribed
to the within instrument as a witness thereto, who, being by me duly sworn, deposed and said: that . . . he resides in the
County of Santa Clara State of California; that . . . he was present and saw . . .

David J. Rynne

personally known to him to be the person . . . described in and whose name is
subscribed to the within instrument, execute the same; and that affiant subscribed . . . name thereto as a witness to
said execution.



WITNESS my hand and official seal.

Barbara J. Andersen
Notary Public in and for said County and State

CERTIFICATE OF CONSENT AND ACCEPTANCE

This is to certify that the interest in real property conveyed by the attached Deed or Grant to Santa Clara Valley Water District 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. 68-26 of said Board of Directors adopted on the 26th day of March 1968, recorded March 27, 1968, Book 8069, Page 536, Official Records of Santa Clara County, California, and the Grantee consents to recordation thereof by its said duly authorized agent.

Dated: Feb 25 1995 19

Santa Clara Valley Water District

RECORDER'S MEMO

FAINT WRITING, TYPING, CARBON
COPIES OR DOT MATRIX PRINTERS
MAKE POOR PHOTOGRAPHIC RECORD

By:

James L. Keller
General Manager/Clerk of the Board of Directors

(Strike out inapplicable one)

FC 1016 (02-25-93)

EXHIBIT B - QUITCLAIM DEED (Page 6 of 7)

P 2-2 PA GF 0308

DO NOT WRITE ABOVE THIS LINE

Said easement area shall be kept clear of any type of building, fences, structure, or trees, other than those presently existing, unless prior written approval is obtained from District. However, at a future date, District agrees to accept a substitute but equivalent access, if necessary, to accommodate additional development of the property by Grantor.

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

Dated this 30th day of January 19 95 .

Signed and delivered in the presence of
(Subscribing Witness Only)

J. Scott Erwin, Manager
Corp Design & Construction

TANDEM COMPUTERS INCORPORATED,
A Delaware Corporation

David J. Rynne, Sr. Vice President
Chief Financial Officer

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA }
COUNTY OF SANTA CLARA } SS

On this 30th day of January, in the year 1995, before me

personally appeared David J. Rynne

(Name(s) of Signer(s))

- ☒ personally known to me - OR -
☐ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) 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.

WITNESS my hand and official seal.

Barbara J. Magers
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.

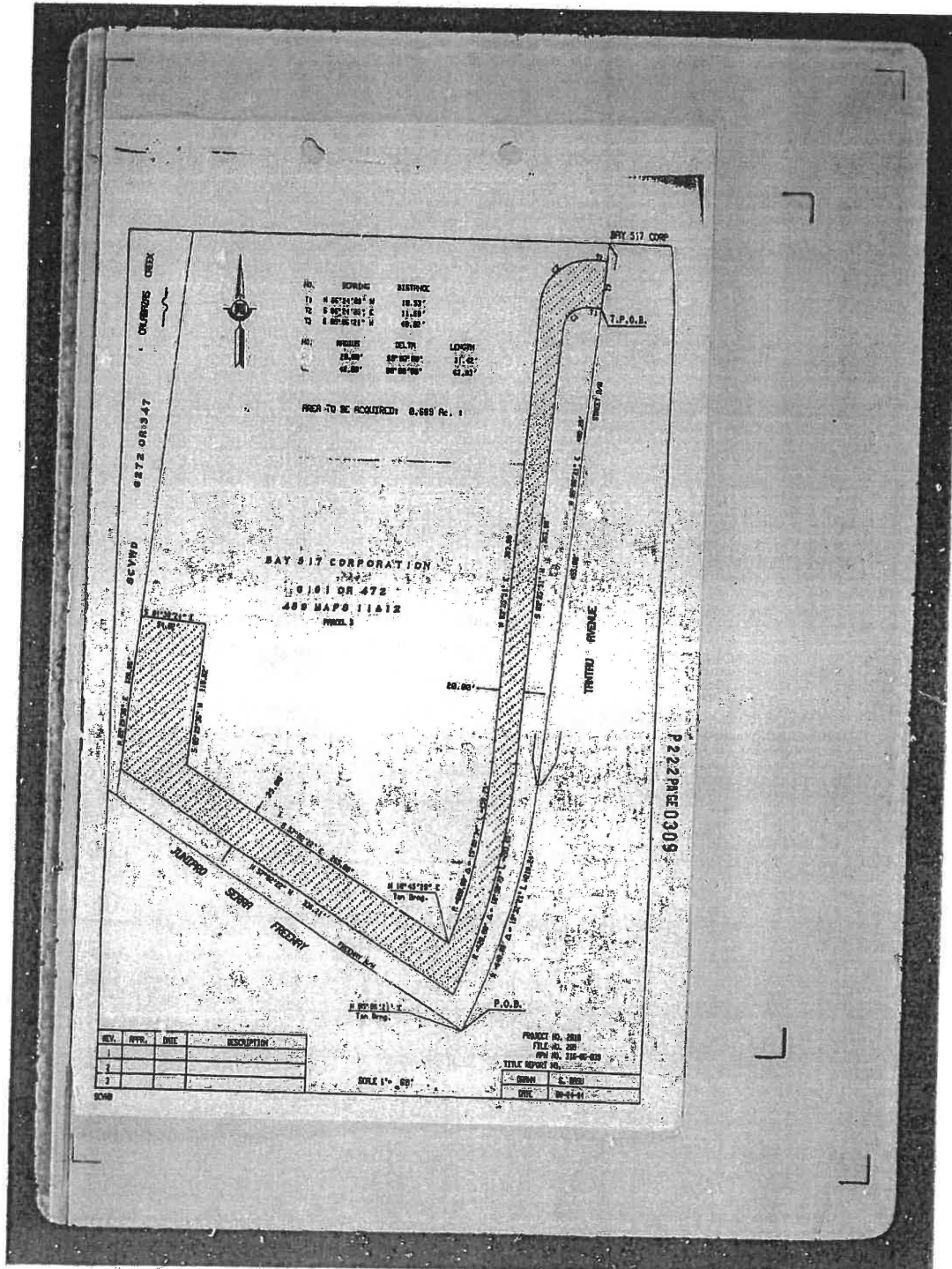
- ☐ Individual
☒ Corporate Officer(s): Sr. Vice Pres & CFO
☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

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

MOB0001 .htm

FC 1016 803 75 001

EXHIBIT B – QUITCLAIM DEED (Page 7 of 7)



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