

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

RESOLUTION NO. 22-

CONVEYANCE OF REAL PROPERTY TO THE COUNTY OF SANTA CLARA

WHEREAS, the Santa Clara Valley Water District (Valley Water) is the owner of certain real property situated along Uvas Creek, in an unincorporated part of Santa Clara County, designated as Assessor Parcel Number (APN) 712-30-005, more particularly described and shown in the deed attached as Exhibit A; and

WHEREAS, the County of Santa Clara (County) desires to acquire fee title interest in that certain real property, as described and shown in the deed attached as Exhibit A, for the relocation and replacement of the existing Uvas Road bridge; and

WHEREAS, Valley Water would convey fee title interest for that certain real property by way of grant deed, and retain comparable land rights for accessing, operating and maintaining its stream gauge in, over, across, and from that certain real property as described and shown in the deed attached as Exhibit A; and

WHEREAS, because of those retained land rights, conveyance in fee title interest to the County will not suspend or alter Valley Water's existing uses for that certain real property; and

WHEREAS, Section 31 of the District Act (California Water Code Appendix §60-31) allows the Board, by a majority vote, to sell, lease, or otherwise transfer real property to the County within the Santa Clara Valley Water District upon the terms and conditions that are agreed upon; and

WHEREAS, the terms and conditions of sale for that certain real property are set forth in the COUNTY OF SANTA CLARA AND SANTA CLARA VALLEY WATER DISTRICT PURCHASE AND SALE AGREEMENT ("Agreement") attached as Exhibit B; and

WHEREAS, the County has determined that the relocation and replacement of the existing Uvas Road bridge qualifies for a Categorical Exemption from CEQA under Class 1: Existing Facilities; and

WHEREAS, the Board of Directors determined that the project is exempt from the requirements of the California Environmental Quality Act (CEQA) under CEQA Guidelines §15302, Replacement or Reconstruction.

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

1. The recitals and exhibits are incorporated herein by this reference.
2. The real property rights described and depicted in the deed attached as Exhibit A are no longer necessary to be retained for Valley Water uses and purposes.
3. Conveyance of fee title interest in the certain real property to the County, as described and shown in the deed attached as Exhibit A, will not suspend, or alter Valley Water's existing uses for said certain real property.

4. The land rights to be retained within the certain real property will provide comparable land rights for Valley Water to continue accessing, operating and maintaining its stream gauge.
5. Pursuant to Section 31 of the District Act (California Water Code Appendix §60-31), the Board by a majority vote approves and sells to the County the real property interest described and shown in Exhibit A, with the necessary Valley Water rights reserved therefrom.
6. The Chief Executive Officer is hereby authorized to execute the COUNTY OF SANTA CLARA AND SANTA CLARA VALLEY WATER DISTRICT PURCHASE AND SALES AGREEMENT, and the necessary real estate documents identified therein, including but not limited to Exhibit B.

PASSED AND ADOPTED by the Board of Directors of the Santa Clara Valley Water District by the following vote on August 9, 2022:

AYES: Directors

NOES: Directors

ABSENT: Directors

ABSTAIN: Directors

SANTA CLARA VALLEY WATER DISTRICT

JOHN L. VARELA
Chair Pro Tem, Board of Directors

ATTEST: MICHELE L. KING, CMC

Clerk, Board of Directors

EXHIBIT A

GRANT DEED FOR FEE TITLE INTEREST IN APN 712-30-005

No. of Pages: 5

Exhibit Attachments: None

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

COUNTY OF SANTA CLARA
Roads and Airports Department
101 Skyport Drive
San Jose, CA 95110-1302

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN 712-30-005

Project: Uvas Creek Bridge 94 Replacement (#37C-0094)
Valley Water File No.: 5018-3.1

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTIONS 6103 and 27383 OF THE CALIFORNIA GOVERNMENT CODE.

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Santa Clara Valley Water District, a Special District, created by the California Legislature, as successor in interest to the Santa Clara County Flood Control and Water Conservation District (GRANTOR) does hereby GRANT to the COUNTY OF SANTA CLARA, a political subdivision of the State of California, (GRANTEE), for public street and road purposes, all that real property situated in the County of Santa Clara, State of California, and described in the attached Exhibit A.

Reservation of Easement, Valley Water shall maintain an easement right of way for access and to manage vegetation affecting the stream gauges, and to re-install, maintain, and operate its stream gauges and the stream gauges' associated appurtenances as needed. Valley Water shall have the right to construct an enclosure to protect its stream gauges and the stream gauges' appurtenances, which shall not impair County's use of the Property and/or the bridge. A County Encroachment Permit shall be required for any new enclosures or appurtenances. Valley Water will be responsible for maintaining any enclosure it constructs for the aforementioned purposes.

Dated this _____ day of _____, 20__

SANTA CLARA VALLEY WATER DISTRICT

BY: _____
Rick L. Callender, Esq.
Chief Executive Officer

Attest: Michele L. King CMC

Clerk/Board of Directors

EXHIBIT "A"
LEGAL DESCRIPTION
STREAM MAINTENANCE EASEMENT
over the LANDS formerly held by
SANTA CLARA VALLEY WATER DISTRICT
A.P.N. 712-30-005
April 27, 2022

All that certain real property in the unincorporated area in the County of Santa Clara, State of California, being described as follows:

Being all of the Lands of Santa Clara Valley Water District, as said lands are described in that certain deed recorded January 22, 1964, in Document Number 2559372, Official Records of Santa Clara County, California, more particularly described as follows:

COMMENCING at an iron pipe on the centerline of Uvas Road as said road is shown on that certain Parcel Map filed in Book 446 at Pages 1 through 4, Records of Santa Clara County, California, from which an iron pipe on said centerline bears North 33°41'30" West 329.66 feet;

Thence leaving said centerline at a right angle 30.00 feet to the easterly sideline of said Uvas Road;

Thence along said easterly sideline of said road North 33°41'30" West 262.27 feet to the southeasterly line of said Water District lands and the **TRUE POINT OF BEGINNING** of this description;

Thence along said southeasterly line of said Water District lands North 57°05'52" East 94.94 feet;

Thence along the Northeasterly line of said lands North 57°36'08" West 208.16 feet;

Thence along the southwesterly line of said lands South 25°00'08" East 191.07 feet;

Thence along said southeasterly line North 57°05'52" East 18.45 feet to the **TRUE POINT OF BEGINNING** of this description, containing 0.25 acres of land, more or less.

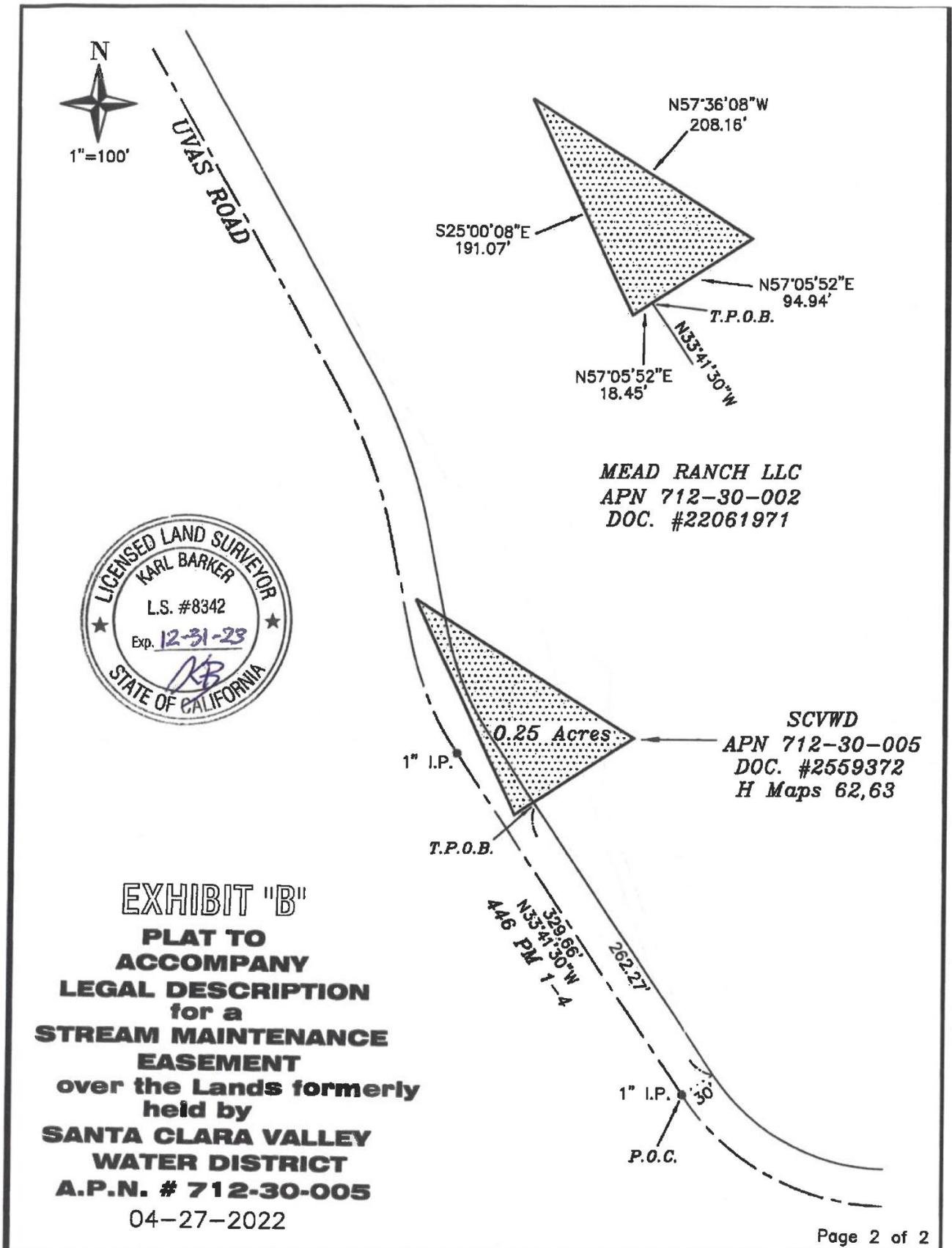
See Exhibit "B" attached hereto and made a part hereof.

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


Karl Barker L.S. #8342

4-27-22
Date





ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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

STATE OF CALIFORNIA }
COUNTY OF SANTA CLARA } SS

On this ___ day of _____, in the year 20__, before me _____,

Notary Public, personally appeared _____
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Notary Public in and for said County and State

CAPACITY CLAIMED BY SIGNER

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

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

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

Deed Type: Grant Deed
Project: Uvas Creek Bridge 94 Replacement Project
Parcel No.: APN 712-30-005
Grantor: Santa Clara Valley Water District
Federal Project: BRLS-5937 (123)

**CERTIFICATE OF ACCEPTANCE
(Government Code, Section 27281)**

This is to certify that the interest in real property conveyed by the within and foregoing deed or grant to the County of Santa Clara, State of California, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the County of Santa Clara, in accordance with that certain resolution adopted on October 7, 1997, and the County further consents to recordation thereof by its duly authorized officer.

Executed this _____ day of _____

By: _____
Harry Freitas, Director
Roads & Airports Department

Certificate of Acceptance

EXHIBIT B

PURCHASE AND SALE AGREEMENT

No. of Pages: 14

Exhibit Attachments: None

**COUNTY OF SANTA CLARA AND SANTA CLARA VALLEY WATER DISTRICT
PURCHASE AND SALE AGREEMENT**

VALLEY WATER FILE NO.: 5018-3.1

THIS PURCHASE AND SALE 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 "Effective Date") by and between Santa Clara Valley Water District, a Special District, created by the California Legislature ("Valley Water"), as successor in interest to the Santa Clara County Flood Control and Water Conservation District, and County of Santa Clara, a political subdivision of the State of California ("County"). Valley Water and County are collectively referred to herein as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, Valley Water is the fee owner all of that certain real property situated in the unincorporated area of Santa Clara County, State of California, also known as Assessor's Parcel Number 712-30-005, more particularly shown on the map attached hereto as Exhibit "A" and incorporated by reference (the "Property"); and

WHEREAS, County is replacing the existing Uvas Creek Bridge 94 (#37C0094) on Uvas Road in Santa Clara County, hereinafter referred to as (the "County Project"); and,

WHEREAS, the County Project requires the acquisition of the Property from Valley Water; and,

WHEREAS, in lieu of proceeding to proceedings and/or litigation in eminent domain, the Parties desire to fully resolve acquisition of the Property, subject to the terms and conditions herein; and,

NOW THEREFORE, the Parties hereby agree as follows:

1. AGREEMENT TO SELL AND PURCHASE.

- a) (Fee APN 712-30-005). Valley Water agrees to sell, and County agrees to purchase fee ownership from Valley Water, for use in the County Project, all of District's right, title and interest in the Property consisting of approximately .2465 acre, more or less, and more particularly described in the legal description attached hereto as Exhibit "B" and incorporated by reference, but reserving an easement as described in the grant deed from Valley Water to County.

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Page 1 of 8

Uvas Creek Bridge 94 Replacement (#37C-0094)
APN 712-30-005
Federal Project No. BRLS 5937 (123)

- b) Conveyance. Valley Water shall convey its interests in the Property to County by a grant deed, attached hereto as Exhibit "C" (the "Deed"). Subject to the terms and conditions in this Agreement, Valley Water agrees to sell the Property to the County in "as is" condition.
- c) Reservation of Easement. Valley Water shall maintain an easement right of way for access and to manage vegetation affecting the stream gauges, and to re-install, maintain, and operate its stream gauges and the stream gauges' associated appurtenances as needed. Valley Water shall have the right to construct an enclosure to protect its stream gauges and the stream gauges' appurtenances, which shall not impair County's use of the Property and/or the bridge. A County Encroachment Permit shall be required for any new enclosures or appurtenances. Valley Water will be responsible for maintaining any enclosure it constructs for the aforementioned purposes.

2. PURCHASE PRICE.

The purchase price for the Property shall be the sum of **FIFTY TWO THOUSAND DOLLARS, (\$52,000)** ("Purchase Price"), payable to Valley Water as follows:

- a) The balance of \$52,000 of the Purchase Price, plus County's share of all escrow costs, shall be delivered to Escrow by certified funds on or before the Close of Escrow.

3. CLOSE OF ESCROW; CONDITIONS TO CLOSING.

Escrow Number NCS-992365-SC has been opened pursuant to this Agreement at the office of First American Title Insurance Company (the "Escrow Holder"), 333 W. Santa Clara Street, San Jose, CA 95113. Unless Valley Water and County both agree to its extension, by written agreement, the escrow shall close ("Close of Escrow") on or before 30 days from the date the Board of Supervisors approves this Agreement ("Effective Date"). Upon mutual execution of this Agreement, District and County 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. Valley Water shall deliver to the Escrow Holder, a Grant Deed executed by District. The Escrow Holder will close the escrow and record the Grant Deed on such date (the "Closing Date").

4. CONDITION OF TITLE.

Valley Water's right, title and interest in and to the Property shall be delivered by Valley Water hereunder subject to all exceptions, encumbrances, liens and restrictions of record and not of record, as of the Closing Date.

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5. POSSESSION.

Notwithstanding other provisions in this Agreement, the right of possession and use of the subject property by the County, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in this agreement herein are paid to Grantor, or the date that money is deposited into escrow, whichever is earlier. The amount paid to Grantor shall include, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

6. REMOVAL OF PERSONAL PROPERTY.

Valley Water shall remove from the Property any items of personal property owned by Valley Water, except as provided in the Reservation set forth above. Such removal shall not affect the amount of the Purchase Price or any other terms or conditions of this Agreement.

7. HAZARDOUS WASTE MATERIAL. Not applicable**8. AS-IS SALE; RELEASE.**

- a) As-Is. Pursuant to California Civil Code Section 1102.2(j), the property is being sold "as is," without express or implied warranty, and shall be subject to all liens, easements, and encumbrances, recorded or unrecorded.

Grantee and County have each initialed this Section 8 to further indicate their awareness and acceptance of each and every provision of this Agreement. The provisions of this Section 8 shall survive the Close of Escrow.

County's Initials: _____ Grantee's Initials: _____

9. WAIVER AND RELEASE.

- a) Complete Settlement/Waiver and Release. County requires the Property from Valley Water for public purposes and County may acquire the Property through the exercise of the power of eminent domain. Both the Valley Water and County recognize the expense, time, effort and risk to both Valley Water and County in resolving a dispute over compensation for the Property by eminent domain litigation. The compensation and terms set forth herein are in compromise and settlement, in lieu of such litigation. Valley Water agrees that the performance of this Agreement by County and Valley Water, including the payment of the Purchase Price, shall constitute a complete settlement of all rights of Valley Water to just compensation and to claim, assess, or receive severance, inverse condemnation or other eminent domain

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Uvas Creek Bridge 94 Replacement (#37C-0094)
APN 712-30-005
Federal Project No. BRLS 5937 (123)

damages by reason of the acquisition, improvement, possession, use and occupancy of the Property, and Valley Water hereby waives and releases any and all such rights and claims to the extent not set forth in this Agreement and the Grant Deed attached hereto as Exhibit B. The terms of this Agreement, including the Purchase Price, will not establish any precedent or be used as a basis to seek or justify similar terms in any subsequent transaction. This waiver and release shall survive the Close of Escrow. Valley Water is aware of and understands all potential compensation to which it is otherwise entitled and has had the opportunity to discuss potential compensation with representatives of County and Valley Water and with legal counsel of its choice.

10. PRORATION OF TAXES. Not Applicable

11. FAILURE OF CLOSE OF ESCROW

If Close of Escrow does not occur as a result of Valley Water 's failure to meet its obligations under this Agreement, Valley Water acknowledges and agrees that County and Valley Water may terminate this Agreement, file a condemnation action, seek specific performance or any other remedy provided by law or equity.

12. RIGHT OF ENTRY

County and its designated agents and independent contractors shall have the right to enter the Property to the extent necessary for the purpose of conducting tests, engineering studies, and other studies. County agrees to repair any damages it or its agents or independent contractors shall cause to the 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 County, its agents, or independent contractors pursuant to the right granted by this Paragraph. County agrees to submit evidence of insurance acceptable to Valley Water prior to entering the property.

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13. NOTICES.

Any notice which is required to be given hereunder, or which either Party may desire to give to the other, shall be in writing and may be personally delivered or given by mailing the same by registered or certified mail, postage prepaid, addressed as follows:

TO COUNTY

TO DISTRICT

County of Santa Clara
 Roads and Airports Department
 101 Skyport Drive
 San Jose, California 95110
 Attention: Property Unit

Santa Clara Valley Water District
 5750 Almaden Expressway
 San Jose, California 95118
 Attention: Real Estate Unit Manager

or such place, and in such manner, as the Parties may designate by written notice.

14. 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.

15. 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.

16. BROKERS AND FINDERS

Valley Water and County represent and warrant to one another that no broker, salesman or finder has been engaged by them in connection with the transactions contemplated by this Agreement.

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17. COUNTERPARTS, ELECTRONIC SIGNATURES

This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. Unless otherwise prohibited by law or County policies, The Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the County.

The parties each represent, warrant and agree that the signatures, whether an ink-signed original or electronically signed Agreement, by their respective signatories, are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective agreement when so executed by all the parties.

18. 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.

19. EXHIBITS.

All exhibits attached hereto are incorporated by reference herein.

20. AMENDMENT.

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

21. 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.

22. INTERPRETATION OF AGREEMENT

The Parties hereto acknowledge and agree that, although this Agreement has been drafted by County's legal counsel, Valley Water 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.

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Uvas Creek Bridge 94 Replacement (#37C-0094)
APN 712-30-005
Federal Project No. BRLS 5937 (123)

23. 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.

24. ATTORNEY FEES

Each party shall be responsible for payment of the fees and expenses of its counsel relating to this Agreement. In the event of any litigation arising out of or that is undertaken to enforce this agreement, or the services provided under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable attorney fees, and all other related expenses incurred in such litigation.

25. TITLE VI

- a) The parties to this Agreement shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Parts 21 and 28 C.F.R. Section 50.3.
- b) Further, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this Agreement.

If you believe you have been discriminated against because of your race, color or national origin, you may file a written complaint with the County of Santa Clara Equal Opportunity Division at the address below.

County of Santa Clara
 Equal Opportunity Division
 2310 North First Street, Suite 101
 San Jose, CA 95131
 eod@eod.sccgov.org
 (408) 993-4840

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26. ENTIRE AGREEMENT.

This Agreement and the Right of Entry represent the full and complete understanding of the Parties with respect to the District’s Property and the Project. Any other prior or contemporaneous oral or written agreements by and between the Parties or their agents and representatives with respect to the District’s Property or the Project are revoked and extinguished by this Agreement.

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

SANTA CLARA VALLEY WATER DISTRICT:

COUNTY:

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

County of Santa Clara, a political subdivision of the State of California

By: _____
Name: Rick L. Callender, Esq.
Title: Chief Executive Officer
Date: _____

By: _____
Name: Mike Wasserman
Title: President, Board of Supervisors
Date: _____

ATTEST: Michele L. King, CMC

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

Clerk/Board of Directors

ATTEST:

By: _____
Tiffany Lennear
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

Exhibits to the Agreement:
Exhibit A: Location Map
Exhibit B: Legal Description & Plat Map
Exhibit C: Grant Deed

John A. Castro
Deputy County Counsel

Page 8 of 8
Uvas Creek Bridge 94 Replacement (#37C-0094)
APN 712-30-005
Federal Project No. BRLS 5937 (123)

EXHIBIT A

LOCATION MAP APN 712-30-005



EXHIBIT B

**EXHIBIT "A"
LEGAL DESCRIPTION
STREAM MAINTENANCE EASEMENT
over the LANDS formerly held by
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A.P.N. 712-30-005
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All that certain real property in the unincorporated area in the County of Santa Clara, State of California, being described as follows:

Being all of the Lands of Santa Clara Valley Water District, as said lands are described in that certain deed recorded January 22, 1964, in Document Number 2559372, Official Records of Santa Clara County, California, more particularly described as follows:

COMMENCING at an iron pipe on the centerline of Uvas Road as said road is shown on that certain Parcel Map filed in Book 446 at Pages 1 through 4, Records of Santa Clara County, California, from which an iron pipe on said centerline bears North 33°41'30" West 329.66 feet;

Thence leaving said centerline at a right angle 30.00 feet to the easterly sideline of said Uvas Road;

Thence along said easterly sideline of said road North 33°41'30" West 262.27 feet to the southeasterly line of said Water District lands and the **TRUE POINT OF BEGINNING** of this description;

Thence along said southeasterly line of said Water District lands North 57°05'52" East 94.94 feet;

Thence along the Northeasterly line of said lands North 57°36'08" West 208.16 feet;

Thence along the southwesterly line of said lands South 25°00'08" East 191.07 feet;

Thence along said southeasterly line North 57°05'52" East 18.45 feet to the **TRUE POINT OF BEGINNING** of this description, containing 0.25 acres of land, more or less.

See Exhibit "B" attached hereto and made a part hereof.

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


Karl Barker L.S. #8342

4-27-22
Date



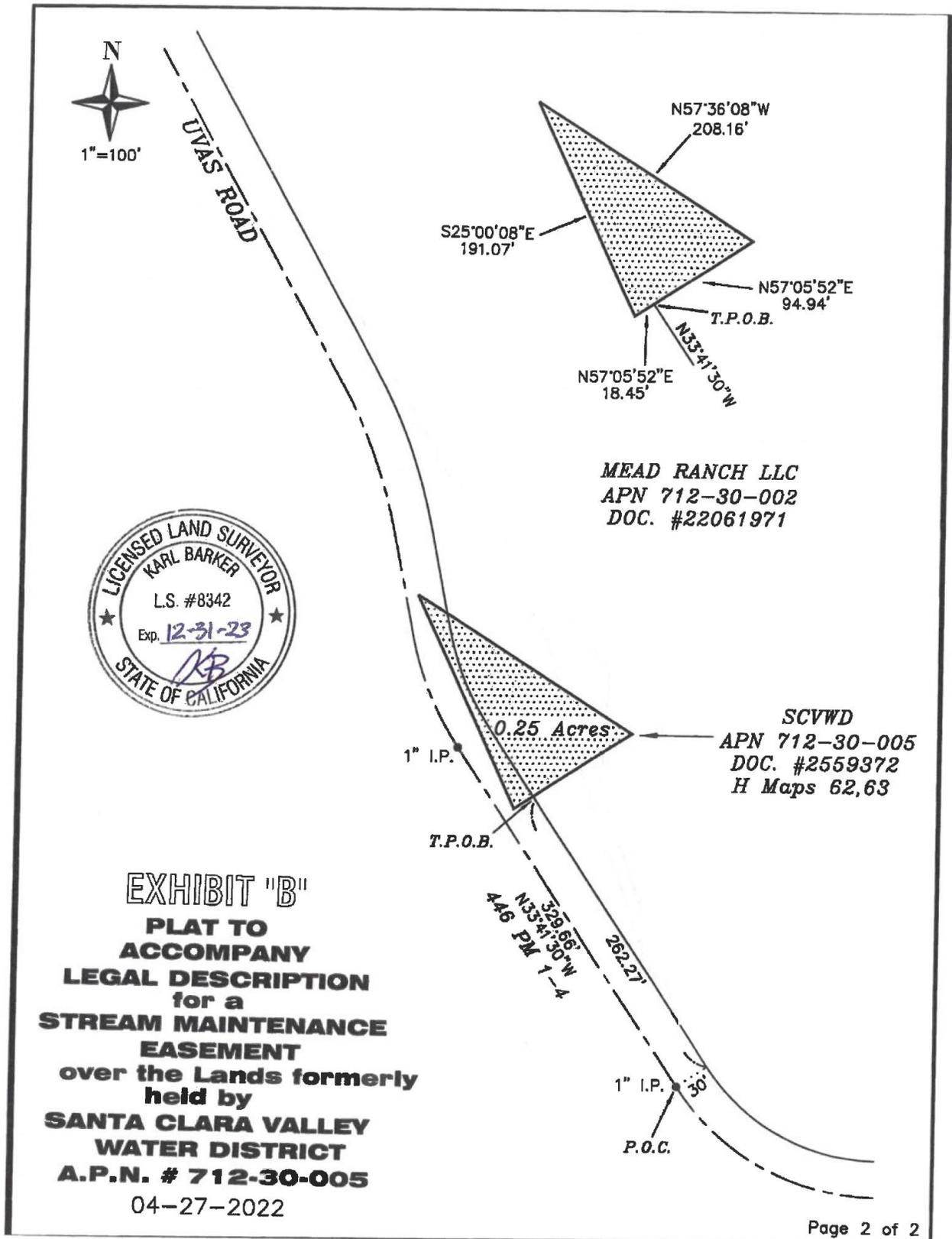


EXHIBIT C

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

COUNTY OF SANTA CLARA
Roads and Airports Department
101 Skyport Drive
San Jose, CA 95110-1302

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN 712-30-005

Project: Uvas Creek Bridge 94 Replacement (#37C-0094)
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Dated this _____ day of _____, 20__

SANTA CLARA VALLEY WATER DISTRICT

BY: _____
Rick L. Callender, Esq.
Chief Executive Officer

Attest: Michele L. King CMC

Clerk/Board of Directors

EXHIBIT "A"
LEGAL DESCRIPTION
STREAM MAINTENANCE EASEMENT
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Thence leaving said centerline at a right angle 30.00 feet to the easterly sideline of said Uvas Road;

Thence along said easterly sideline of said road North 33°41'30" West 262.27 feet to the southeasterly line of said Water District lands and the **TRUE POINT OF BEGINNING** of this description;

Thence along said southeasterly line of said Water District lands North 57°05'52" East 94.94 feet;

Thence along the Northeasterly line of said lands North 57°36'08" West 208.16 feet;

Thence along the southwesterly line of said lands South 25°00'08" East 191.07 feet;

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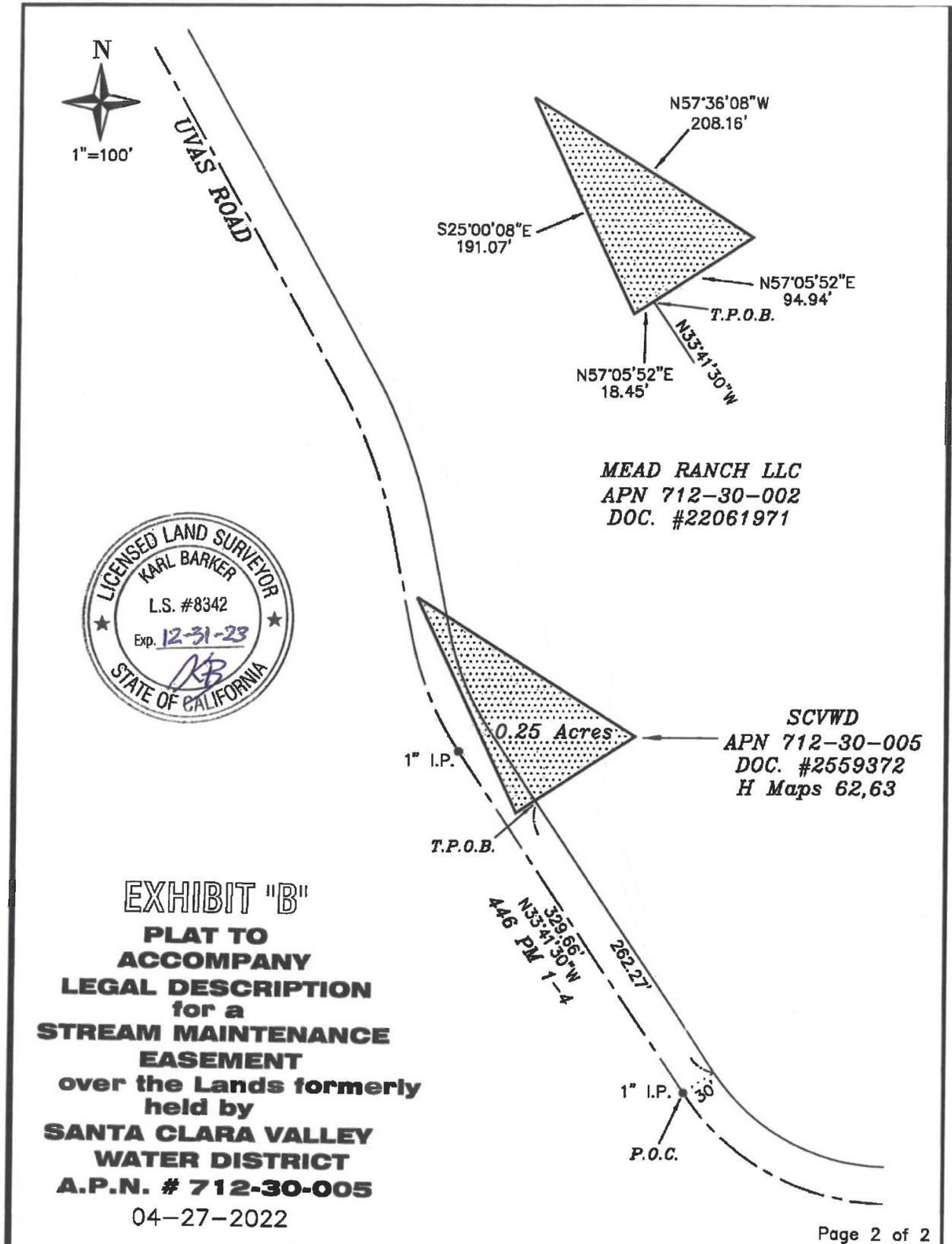
See Exhibit "B" attached hereto and made a part hereof.

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


 Karl Barker L.S. #8342

4-27-22
 Date





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