



December 30, 2025

**NOTICE OF INTENTION TO CONSIDER THE ADOPTION OF A RESOLUTION OF  
NECESSITY TO ACQUIRE PROPERTY BY EMINENT DOMAIN**

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today's students  
to be the  
thinkers,  
leaders,  
and creators  
of tomorrow.

**VIA USPS MAIL & ELECTRONIC MAIL**

Santa Clara Valley Water District  
ATTN: Candice Kwok-Smith  
Clerk, Board of Directors  
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San José, CA 95118  
Phone: (408) 630-2749  
Email: [ckwok-smith@valleywater.org](mailto:ckwok-smith@valleywater.org)

Dear Ms. Kwok-Smith and Board Members:

This correspondence is in response to the Santa Clara Valley Water District's ("SCVWD") December 16, 2025, Notice of Intention to Consider the Adoption of a Resolution of Necessity to Acquire Property by Eminent Domain ("Resolution of Necessity") at Selma Olinder Elementary School ("School"), located at 90 E William Street, San José, CA 95116 ("Property").

**Appearance at the January 27 Meeting**

Please be advised that this correspondence serves as notice to SCVWD that the San José Unified School District ("SJUSD," and together with SCVWD, the "Parties") and its legal counsel will appear in person to be heard at the Board's January 27, 2026, meeting to oppose the Resolution of Necessity.

**Indemnification**

The Parties have engaged in substantive negotiations, the most recent of which occurred on December 18, 2025, with follow-up negotiations currently scheduled for January 9, 2026, regarding terms of the easement. Indemnification is one of SJUSD's highest priorities. SJUSD's position remains that any acquisition or grant of easement must include enforceable provisions requiring SCVWD to defend, indemnify, protect, and hold harmless SJUSD from any claim, liability, damage, loss, or expense arising from the SCVWD's improvements. SJUSD cannot bear responsibility for SCVWD's design, engineering, performance, or any impacts downstream from the Property. Final resolution of the indemnification terms remains a material component of the Parties' ongoing negotiations and must be fully resolved prior to the grant of the easement.

**Responsibility for Flood Remediation and Debris Removal**

During the December 18 negotiation meeting, the Parties discussed one of SJUSD's other material terms—maintenance, remediation, repair, and restoration obligations, particularly after a flood event. SJUSD believes that the Parties verbally agreed that SCVWD will be responsible to maintain, repair, and restore the project work and easement areas during construction of the improvements and immediately after (along with ongoing maintenance and repair obligations to the improvements and easement areas). However, SCVWD has proposed that it will enter into an agreement with the City of San José for cleaning, repairing, removing, restoring, and/or remediating any debris, sediment, damage, or other adverse impacts to the Property, including the Permanent Easement Area, resulting from flooding events. SJUSD requires that SCVWD remain responsible as a guarantor for flood-related remediation, field restoration, debris removal, and any

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other action required to restore the portion of the Property south and west of the easement after a flood event, in the event the City fails to perform those obligations when necessary.

### Scope of Easement Compensation

As presented in SCVWD's offer packet, the proposed permanent and temporary construction easements do not adequately reflect the full scope of potential impacts to the Property as a result of the improvements, namely, damages to the portion of the Property south and west of the improvements during and/or after a flood event. SCVWD has offered to compensate SJUSD \$428,000 for one (1) permanent easement and one (1) temporary construction easement, yet the offer fails to account for the maintenance obligations and reduced use of the Property after a flood event.

The Property is an active elementary school, and the field south of the easement functions as an outdoor instructional station and daily student use area that remains in use by SJUSD or the City throughout the year. SJUSD students use the portions of the Property that will become subject to flooding more frequently throughout the school year.

It is for these reasons that SJUSD maintains that any agreement or compensation offer must include compensation for an easement encompassing the entire portion of the Property subject to flooding or diminished utility during flooding, and not only the areas delineated in the offer packet as the permanent and temporary construction easements. SJUSD is seeking an appraisal that considers the many unique factors of this situation.

### Ongoing Negotiations

SJUSD stands ready to continue negotiating a mutually acceptable agreement with SCVWD, provided that such agreement fully accounts for: the long-term impacts to the Property; SJUSD's nondelegable obligations to protect its students and property; full compliance with applicable laws, regulations, and approvals for construction on a California public school site including approval of the design by the Division of the State Architect; required criminal background checks for workers; and full indemnification of SJUSD by SCVWD for any claims related to the project improvements. The next meeting between the Parties is set for Friday, January 9, 2026.

Should SCVWD have any questions or concerns, it should feel free to contact our office.

Sincerely,



Tracy Morrison  
Director of Procurement  
San José Unified School District

CC:

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