



RIGHT OF WAY AGREEMENT

FC 121 (05-20-21)

Project: Anderson Dam Tunnel Project

Grantor: Guy Trujillo

Real Estate File No.: 9186-47

Project/Charge No.: 91864005

This is an agreement between the SANTA CLARA VALLEY WATER DISTRICT, hereinafter referred to as "Valley Water," and Guy Trujillo, hereinafter referred to as "Grantor" (whether singular or plural). It is agreed between the parties hereto as follows:

1. WHOLE AGREEMENT

This constitutes the entire agreement of the parties. The performance of this agreement constitutes the entire consideration of the property or interest described in said document (hereinafter called "the property") and shall constitute the entire payment of all claims including all interest and damages including severance.

2. DELIVERY OF DOCUMENT

Deed Document No. 9186-47, in the form of a grant deed covering the property particularly described therein has been executed and delivered by Grantor to Edna Campero, Real Estate Agent for Valley Water for the purpose of conveying said property to Valley Water.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

- A. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the Valley Water of all further obligation or claims on this account, or on account of the location or construction of the proposed public improvement.
- B. Valley Water requires property interests described in Deed Document No. 9186-47 for Valley Water purposes, a public use for which Valley Water has the authority to exercise the power of eminent domain. Grantor is compelled to sell, and Valley Water is compelled to acquire the property.

Both Grantor and Valley Water recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensations set forth herein for the property is in compromise and settlement, in lieu of such litigation.

3. PURCHASE AND TITLE

Valley Water shall pay Grantor the sum of One Million Eight Hundred Fifty Thousand Dollars (\$1,850,000.00) for the property conveyed by the above document when title thereto vests in Valley Water free and clear of all liens, encumbrances, taxes, assessment and leases (recorded and/or unrecorded), except:

- A. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code if unpaid at the close of escrow.
- B. Covenants, conditions, restrictions, and reservations of record, or contained in the above referenced deed.
- C. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.

Valley Water shall also pay all costs of escrow and recording fees incurred in this transaction including documentary stamp tax, if required by law, and title insurance policy expenses.

4. PRORATION OF TAXES

In the event that the Valley Water acquires fee title under the terms of this agreement, taxes shall be prorated in accordance with the California Revenue and Taxation Code Section 5086 as of the date of recordation of the deed conveying title to the Valley Water.

Valley Water shall have the authority to deduct and pay from the amount shown in clause 3, above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes together with penalties and interest thereon, and/or delinquent and unpaid nondelinquent assessments which have become a lien at the close of escrow.

5. PAYMENT OF MORTGAGE OR DEED OF TRUST

Any and all moneys due under this agreement shall, upon demand, be made payable to the beneficiary or mortgagee entitled thereto under any trust deed or mortgage upon the property up to and including the total amount of any unpaid indebtedness secured by such trust deed or mortgage.

6. LEASE WARRANTY

Grantor warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and Grantor further agrees to hold Valley Water harmless and reimburse Valley Water for any and all losses and expenses occasioned to Valley Water by reason of any tenancy of the property held by any tenant of Grantor for any period exceeding one month.

7. DISMISSAL OF EMINENT DOMAIN

Grantor consents to the dismissal as to the property of any eminent domain action by Valley Water wherein the property is included, and also waives any and all claims to any money that may now be on deposit in that action or any litigation expenses pursuant to California Code of Civil Procedure Section 1268.610. This agreement is full consideration for all claims of damage that may have arisen by reason of any such eminent domain action and/or the public project for which this property is acquired.

8. POSSESSION

Grantor shall have the right to retain possession of the property up to and including the date of recording of the deed conveying title to the property acquired herein to Valley Water upon compliance by Grantor with the conditions of this agreement.

9. ESCROW

This transaction will be handled through an escrow with:

Old Republic Title Company, Escrow No. 0616019453-IM

Grantor and District agree that escrow will close and the deed record on a date selected by Grantor but not later than 2/28/2023.

10. ITEMS INCLUDED IN SALE

All existing fixtures and fittings that are attached to the property are included in the purchase price and shall be transferred free of liens and without seller warranty. Items to be transferred shall include, but not be limited to, any and all existing electrical, mechanical, lighting, plumbing and heat fixtures, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes and related equipment, telephone wiring, air conditioning systems, garage door openers and remote controls, attached fireplace equipment, mailbox, in-ground landscaping, including trees and shrubs, water softeners, water purifiers, and security systems and alarms.

However, Grantor shall have the right to remove the following matched set of kitchen appliances: 1. refrigerator, 2. dishwasher, 3. stove, and 4. microwave only. The set of kitchen appliances shall be removed prior to Grantor relinquishing possession pursuant to Section 8. above.

11. CONTAMINATION

The acquisition price of the property being acquired stated herein above reflects the fair-market value of the property without the presence of contamination. If the property is found to be contaminated by the presence of hazardous waste which requires mitigation under Federal, State or local law, the Valley Water's estimated costs of remediation will be withheld from the purchase price in escrow until said remediation is complete to the satisfaction of the appropriate regulatory agency and Valley Water. Grantor may elect to remediate any such contamination to the satisfaction of the appropriate regulatory agency

Real Estate File No.: 9186-47

at Grantor's sole expense. In such case, Grantor and Valley Water agree that escrow will close only after said clearance is delivered to Valley Water.

SIGNATURES ON NEXT PAGE

Valley Water has executed this agreement as of: 12/13/22
Date

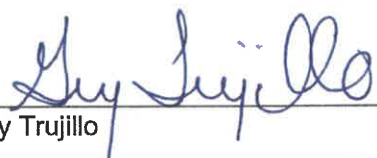
SANTA CLARA VALLEY WATER DISTRICT

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

ATTEST: MICHELE L. KING, CMC


Clerk/Board of Directors

Grantor has executed this agreement as of: 11-4-22
Date

By: 
Guy Trujillo

Address:
17500 Hoot Owl Way
Morgan Hill, CA 95037

Recommended for Approval:

By 
Associate Real Estate Agent

By 
Real Estate Services Unit Manager

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: 729-37-030

Grantee is exempt under section 11922 Revenue
and Taxation Code of the state of California.
Declarant or Agent Determining Tax:

Edna Campero
Edna Campero Name, Title Associate Real Estate Agent

DOCUMENT NO.: 9186-47

GRANT DEED

Guy Trujillo, an unmarried man, hereinafter "Grantor," does hereby grant to the SANTA CLARA VALLEY WATER DISTRICT, a Special District, created by the California Legislature (Valley Water), all that real property in the City of Morgan Hill, County of Santa Clara, State of California, described as:

See Exhibit A attached hereto and made a part hereof.

Dated this 4 day of November, 2022

By: Guy Trujillo
Guy Trujillo

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 4th day of November, in the year 2022, before me Susan L. Turner,

Notary Public, personally appeared Guy Trujillo
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

[Signature of Susan L. Turner]
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.

- [X] Individual
[] Corporate Officer(s):
[] Partner(s) [] Limited [] General
[] Attorney-In-Fact
[] Trustee (s)
[] Guardian/Conservator
[] Other:

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

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: 12/13, 2022

Santa Clara Valley Water District

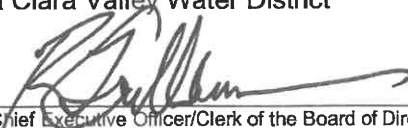
By: 
Chief Executive Officer/Clerk of the Board of Directors
(Strike out inapplicable one)

EXHIBIT "A"

Santa Clara Valley Water District
San Jose, California

PROJECT: ANDERSON DAM SEISMIC
RETROFIT (TUNNEL PROJECT)

RESU File No.: 9186-47
By: B.Bains

All that certain real property situate in the unincorporated area of Morgan Hill, County of Santa Clara, State of California, as shown on that certain map entitled "TRACT NO. 3453" filed on November 14, 1963 in Book 169 of Maps at Pages 29 through 33, in the Office of the Recorder, County of Santa Clara, State of California, more particularly described as follows:

All of the lands described in the Deed recorded as Document Number 16157024 of Official Records, in the Office of the Recorder, County of Santa Clara.

Containing 12,867 square feet of land, more or less.

BASIS OF BEARINGS:

The bearing of N52° 38' 48"E, shown as N51° 03' 56"E along the northwesterly line of Lot 168 on the certain Tract Map filed on November 14, 1963 in Book 169 of Maps at Pages 29 through 33, in the Office of the Recorder, County of Santa Clara, State of California, was used as Basis of Bearings shown hereon.

SURVEYOR'S STATEMENT:

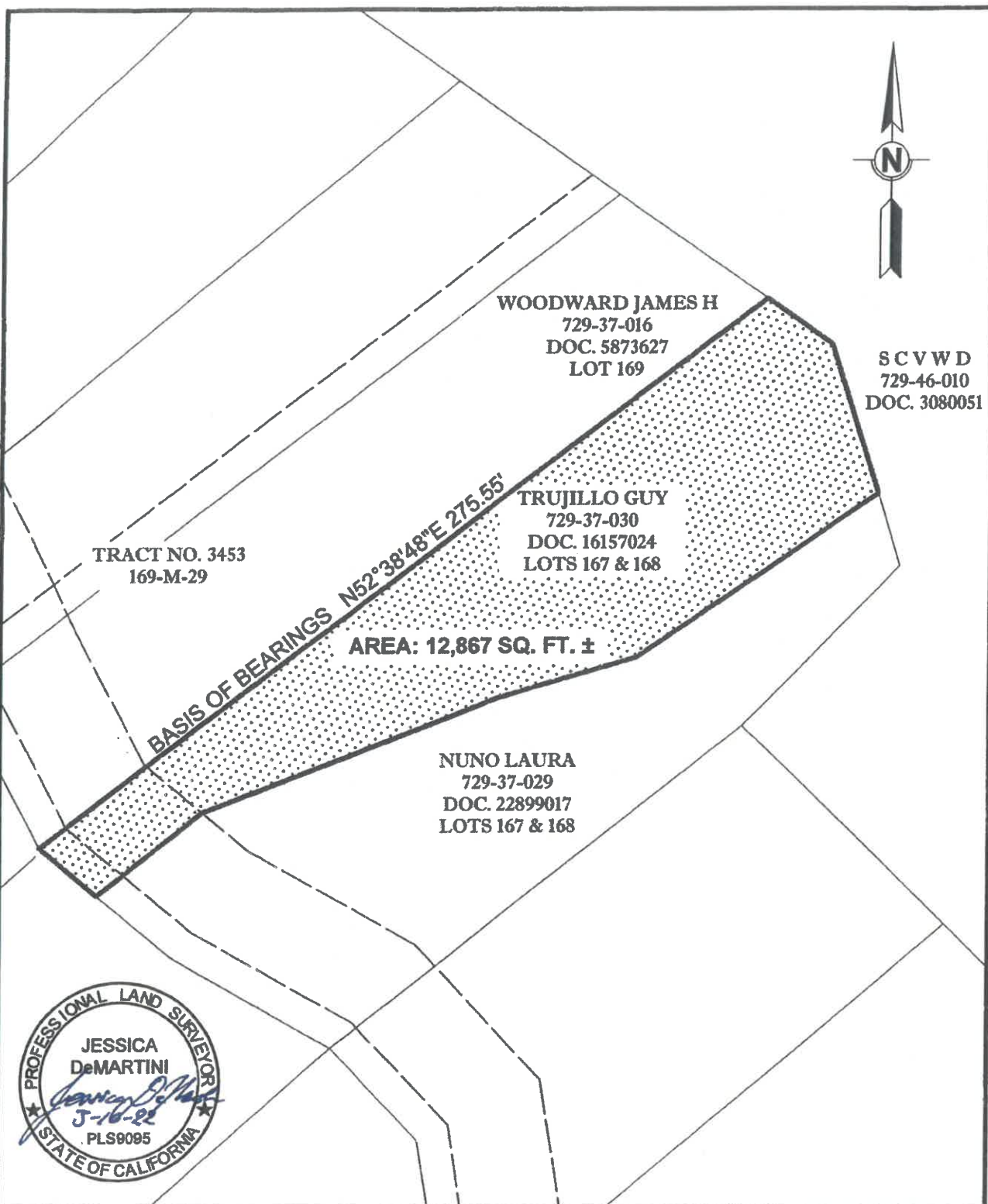
The description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.



Jessica DeMartini, PLS 9095

5/10/22
Date





TRACT NO. 3453
169-M-29

WOODWARD JAMES H
729-37-016
DOC. 5873627
LOT 169

SCVWD
729-46-010
DOC. 3080051

TRUJILLO GUY
729-37-030
DOC. 16157024
LOTS 167 & 168

AREA: 12,867 SQ. FT. ±

NUNO LAURA
729-37-029
DOC. 22899017
LOTS 167 & 168



SCVWD S:\REQUESTS\ANDERSON DAM AND RESERVOIR\2022_13812 Working\Office\ROW\2022-138_9186-47 Rev2.dwg

SANTA CLARA VALLEY WATER DISTRICT



SCALE: 1" = 40'

RESU FILE NO.	9186-47
APN	729-37-030
TITLE REPORT NO.	616019453
DRAWN	B.BAINS