

# Attachment 3

Cover Page

Easement Agreement for Milpitas Transit Station

35 pages to follow

**Recorded at the request of and when recorded return to:**

**SANTA CLARA VALLEY  
TRANSPORTATION AUTHORITY**  
Real Estate & Transit-Oriented Development  
Dept.  
3331 North First Street, Bldg. A  
San Jose, CA 95134-1906

**Record Without Fee Under  
Government Code §6103 & §27383 of  
the State of California**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**Project Parcel No.: B2252, B2253 (Items 1, 1A, 2, 2A & 2B)  
SCVWD No.: 9433-18; 9433-19; 9433-20; 9433-21; 9433-23  
Project: Silicon Valley Berryessa Extension (SVBX)  
APNs: 092-08-083; 092-08-002  
Location: Santa Clara County, California**

THE ASSIGNOR HEREBY DECLARES: THIS INSTRUMENT IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE AND FROM RECORDING FEES PURSUANT TO SECTION 6103 & 27383 OF THE CALIFORNIA GOVERNMENT CODE. GOVERNMENT AGENCY ACQUIRING TITLE

### **EASEMENT AGREEMENT**

This Easement Agreement ("**Easement Agreement**") is made and entered into as of \_\_\_\_\_, 2026 by and between Santa Clara Valley Transportation Authority, a public agency organized as a special district under California law (hereinafter referred to as "**VTA**") and the Santa Clara Valley Water District, a California special district created by the California legislature (hereinafter referred to as "**Valley Water**") (each referred to, singularly, as "**Party**" or, together, as "**Parties**").

### **RECITALS**

WHEREAS, VTA constructed the BART Silicon Valley Berryessa Extension Project ("**Project**"), which extended the San Francisco Bay Area Rapid Transit ("**BART**") from the City of Fremont to north San José;

WHEREAS, VTA has acted as the "Lead Agency" and project proponent as described by CEQA. The Final Environmental Impact Report for the Project was adopted by VTA in November 2004; supplemental EIR's were adopted in 2007 and 2011.

WHEREAS, the Project included construction of a transit center in the City of Milpitas, California ("**Milpitas Transit Center**");

WHEREAS, Valley Water owns a 42-inch-diameter treated water pipeline known as the Milpitas Pipeline (“Pipeline”), a portion of which VTA relocated within the Milpitas Transit Center in order to construct the Project, pursuant to Valley Water Encroachment Permit No. 13014 and the Agreement between Valley Water and Santa Clara Valley Transportation Authority for Relocation of the Milpitas and Central Pipelines.

WHEREAS, the Parties desire to enter into this Easement Agreement as a result of the relocation of said Pipeline.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Grant of Pipeline Easement** Subject to the terms and conditions specified in this Easement Agreement, VTA hereby GRANTS to Valley Water, a non-exclusive easement in gross over property described and depicted on the attached **Exhibit “A”** (the “**Pipeline Easement Area**”) to survey, lay, construct, reconstruct, maintain, repair, renew, replace, protect, inspect, and operate the Pipeline and appurtenant structures and to enter onto the Pipeline Easement Area with vehicles, tools, implements and other materials as necessary for said purposes.

VTA warrants that, as of the date the Pipeline was relocated, it has issued no permits, easements, licenses or other rights that are inconsistent, or would materially interfere, with Valley Water’s rights under this Easement Agreement, including Valley Water’s ability to install, operate, and maintain the Pipeline and appurtenant structures.

2. **Grant of Construction Staging Easement.** Subject to the terms and conditions specified in this Easement Agreement, VTA hereby GRANTS to Valley Water, a non-exclusive easement in gross over the property described and depicted on the attached **Exhibit “B”** (the “**Construction Staging Easement Area**”), for above-ground staging activities related to construction, reconstruction, inspection, maintenance and repair of the Pipeline and to enter onto the Construction Staging Easement Area with vehicles, tools, implements and other materials as necessary for said purposes. Valley Water may only excavate within the Construction Staging Easement upon VTA’s issuance of a permit and upon the consent of other parties that have property rights within the Construction Staging Easement Area.

3. **Grant and Relocation of Access Easement.**

- A. **Grant of Access Easement.** Subject to the terms and conditions specified in this Easement Agreement, VTA hereby GRANTS to Valley Water a non-exclusive, ingress and egress easement in gross (“**Access Easement**”) over, across and through that portion of property described and depicted in **Exhibit “C”**, attached hereto (the “**Access Easement Area**”), for the purpose of accessing the portions of the Pipeline Easement Area and the Construction Staging Easement Area that are located on the south side of South Milpitas Boulevard.

**B. Relocation of Access Easement.** Valley Water acknowledges that, in the future, VTA may wish to relocate the Access Easement and amend this Easement Agreement to reflect the new location thereof. Within 45 days of receiving written notice of VTA's request to relocate the Access Easement (which notice will include a depiction of the proposed relocated Access Easement), Valley Water must provide VTA with a formal written response. Valley Water shall not withhold its consent to amending this Easement Agreement in order to relocate the Access Easement unless the relocation materially or unreasonably impairs the purpose of the Access Easement set forth in **Section 3.A** herein. VTA must provide Valley Water with access to the Pipeline Easement Area and Construction Staging Easement Area south of South Milpitas Boulevard during the time the Access Easement is relocated. VTA will be responsible for the costs incurred in designing or constructing improvements within the relocated Access Easement Area.

Upon any relocation: (i) the Access Easement will be terminated as to the area from which the Access Easement was relocated; (ii) Valley Water will quitclaim the preexisting Access Easement rights to VTA; and (iii) VTA will convey a new Access Easement to Valley Water. It shall be VTA's responsibility to provide all necessary quitclaim and conveyance deeds required to effect the transactions described herein.

**4. Expanded Definition of Valley Water.** For purposes of Sections 1, 2 and 3, Valley Water entry onto, and activities in, the Pipeline Easement Area, the Construction Staging Easement Area and the Access Easement Area shown in **Exhibit "E"** ("**Easement Areas**") will extend to Valley Water's officers, agents, employees and contractors.

**5. Encumbrances.**

**A.** Valley Water acknowledges and agrees that Chevron, U.S.A. Inc. and/or its affiliates or assigns (collectively "**Chevron**") owns or will own a pipeline easement within the westerly Construction Staging Easement Area and that a portion of the Construction Staging Easement Area overlaps a secured fenced area containing Chevron's Manual Operating Valve ("**MOV**"), which is depicted on **Exhibit "D"** ("**MOV Area**"). Valley Water's Construction Staging Easement will not have priority over nor will it be subordinate to Chevron's easement regardless of when conveyed. Further, in the event Valley Water needs to access Chevron's MOV Area, it shall coordinate said access with Chevron, and shall be responsible for any and all repairs and restoration costs resulting from damages it causes to Chevron's facilities. Said repairs shall be made within 30 days of completion of Valley Water's work in the MOV Area. At no time shall Valley Water leave Chevron's MOV Area unsecured. If Valley Water accesses the Chevron MOV Area, Valley Water will be responsible for costs of maintaining security on, as well as any damages to, or resulting from, Valley Water's use of, the Chevron MOV Area.

**B.** Valley Water further acknowledges and agrees that the City of Milpitas ("**City**") owns or will own an easement for a storm drain line within the easterly Construction Staging Area. Valley Water's Construction Staging Easement will not have priority over, nor will it be subordinate to the City of Milpitas' easement regardless of when conveyed.

- C. Valley Water also acknowledges and agrees that a portion of both the Pipeline Easement Area and Construction Staging Easement Area extends through South Milpitas Boulevard wherein the City will own, operate and maintain a roadway easement and a public service easement.
- D. Valley Water further acknowledges and agrees that the northwesterly portion of the Pipeline Easement, and a portion of the westerly side of the Construction Staging Easement Area, overlap with BART Maintenance Easement, B006-03-29A, recorded on 6/15/2020, in the Official Records of Santa Clara County, California, as Document No. 24506100.

**6. Limitations of VTA Activities within the Easement Areas.**

- A. **Limitations on Installation of Utilities within Pipeline Easement Area.** With the exception of the VTA Facilities (defined below) and as otherwise set forth herein, VTA shall neither install, nor permit the installation of transverse and longitudinal utilities, or perform any activity that materially interferes with Valley Water's Easement Rights within the Pipeline Easement Area following the execution of this Easement Agreement, without the prior written consent of Valley Water in the form of an encroachment permit. Upon receipt of a complete permit submittal, Valley Water shall not unreasonably withhold or delay (for a period exceeding 60 days) encroachment permits requested by VTA within the Pipeline Easement Area. However, it shall not be unreasonable for Valley Water to deny a permit for longitudinal installation of utilities if, in Valley Water's reasonable judgment, such longitudinal placement could negatively impact the physical integrity of the Pipeline and appurtenant structures or Valley Water's ability to maintain the Pipeline and appurtenant structures.

Notwithstanding the foregoing, the City of Milpitas has agreed to operate and maintain South Milpitas Boulevard and utilities within or adjacent to said roadway. VTA will not be responsible for City activities within South Milpitas Boulevard or in the adjacent public utilities easement.

**B. Limitation on other Activities within the Easement Areas.**

- (1) VTA shall be permitted to work within the Easement Areas without Valley Water's prior consent and without obtaining an encroachment permit, unless said work involves excavation, installation of structures, or grading changes, within the Pipeline Easement Area or would otherwise materially interfere with Valley Water's construction or maintenance activities within said Easement Areas, or operation of its Pipeline, in which case VTA must obtain an encroachment permit from Valley Water, the issuance of which Valley Water will not unreasonably withhold or delay issuance of the encroachment permit (for a period exceeding 60 days) upon receipt of a complete permit submittal. VTA is responsible for all costs incurred by Valley Water as a result of VTA work performed without obtaining an encroachment permit, which work is later reasonably determined to have required an encroachment permit.

- (2) Valley Water acknowledges and agrees that the following facilities, which VTA has constructed and/or installed pursuant to Valley Water Encroachment Permit No. 14018 and No. 17011, are permitted within the Construction Staging and Pipeline Easement Areas: concrete, curb, gutter, sidewalk, pedestrian ramps, pavement, signage, light poles, transverse service utilities and laterals necessary for transit operations, and the MOV and fencing per **Section 2** herein (“**VTA Facilities**”). Valley Water further acknowledges and agrees that VTA shall have the right to operate and maintain a transit center within the Easement Areas, which includes, but is not limited to, bus, bicycle and passenger operations and use of related paved areas.

Except as otherwise permitted herein or as otherwise permitted by Valley Water, VTA shall not construct any other permanent structures in the Pipeline and Construction Staging Easement Areas. Construction of permanent structures that prevent Valley Water access will not occur in the Access Easement Area unless the Access Easement is relocated prior to, or contemporaneously with, construction of such permanent structures.

In addition, VTA will not plant (or allow to be planted) the following within the Pipeline Easement: (i) trees or bushes; (ii) vegetation with roots capable of damaging the Pipeline; or (iii) vegetation that materially impacts the ability of Valley Water to drive over the Pipeline Easement, and/or access, inspect, operate and maintain the Pipeline.

- (3) Nothing in this Easement Agreement shall be deemed to require VTA to obtain a Valley Water permit to engage in emergency activities necessary to prevent or minimize imminent danger to life or property, except that VTA shall be required to inform Valley Water as soon as practicable of the occurrence of such emergency activities.
- (4) VTA shall be responsible for closure of the surrounding work areas from vehicular and pedestrian traffic, public notifications, public safety and traffic control for any and all VTA activities within the Easement Areas.
- (5) Valley Water shall issue permits to VTA at no cost pursuant to Valley Water’s Water Resources Protection Ordinance and Resolution 10-86 – Adopting a Standard Rate Schedule for Services and Activities Regulated by the Water Resources Protection Ordinance and for Certain Licenses and Costs Associated with Real Property Transactions, and any amendments thereto.

## **7. Limitation of Valley Water Activities within Easement Areas.**

### **A. Easement Areas excluding South Milpitas Boulevard.**

#### **(1) Permits.**

- (a) Non-Routine Activities: Except as otherwise set forth in **Section 7.A.(1)(b)**, Valley

Water shall be required to obtain from VTA a permit (or other form of written permission) for any work that requires construction, excavation, subsurface disturbance of soil or boring of any kind, ground dewatering, total closure of the Easement Areas (excluding those within South Milpitas Boulevard) to vehicular, bicycle and pedestrian traffic or work that poses a public safety concern (including activities that may put activities within the BART corridor at risk). VTA shall not unreasonably withhold or delay issuance of such encroachment permit for a period exceeding 60 days.

- (b) Routine Activities. For routine inspections of its Pipeline that do not require construction, excavation, subsurface disturbance of soil, or boring of any kind or total closure of the Easement area to vehicular, bicycle and pedestrian traffic or other work that does not otherwise pose a public safety concern, Valley Water will not be required to obtain an individual permit. VTA shall issue Valley Water an annual permit for these routine activities, which will be automatically renewed each year unless amended in writing by the parties. Notwithstanding the foregoing, VTA may modify such permit at any time to reflect changes in safety, security or communication protocols. Any such modification will not materially restrict Valley Water's rights under Easement Agreement.
- (c) Permit costs. VTA will issue permits to Valley Water at no cost.
- (d) BART Review. If Valley Water desires to conduct Valley Water's activities that could, in VTA's reasonable opinion, potentially impair, conflict with or materially affect the structural integrity, or operation or maintenance of BART facilities, or the safety of BART passengers, BART approval for such activities will be required and it will not be unreasonable for VTA to deny a permit for such activity if BART denies approval. Unless otherwise requested by Valley Water, VTA will directly request BART review and coordinate discussions with BART regarding the same. Delays in VTA's issuance of a permit to allow for BART review and approval will not be considered unreasonable as long as VTA makes good faith efforts to facilitate BART's timely review.

In the event that BART review and/or approval is required, VTA will reimburse the Valley Water for any costs that BART charges for its review/ approval.

- (e) Emergency Activities. Nothing in this **Section 7** shall be deemed to require Valley Water to obtain VTA's consent prior to engaging in emergency activities necessary to prevent or minimize imminent danger to life or property or threats to the water supply, except that Valley Water shall be required to inform VTA's Operations Control Center and BART's Operations Control Center (unless otherwise directed by VTA and/or BART) as soon as practicable of the occurrence of such emergency activities.

- (2) **Closure.** Valley Water will be responsible for closure of the Easement Areas and the costs thereof, including costs of public safety, traffic control, and installation and construction work signs, informing pedestrians and vehicular traffic of said closure (collectively “**Closure Costs**”) for any and all Valley Water activities within the Easement Areas.
- (3) **Responsibility for Damages/Safety.** Further, Valley Water shall be responsible for (i) minimizing, to the greatest extent reasonably practicable, the damage to the VTA Facilities in undertaking activities within the Easement Areas; and (ii) maximizing the safety of its activities to prevent injury or death to persons in the vicinity of Valley Water’s activity.
- (4) **Restoration.** Upon completion of any work in the Pipeline and Construction Staging Easement Areas, Valley Water shall be responsible for backfilling and restoring any removed or disturbed subsurface soil as specified in the applicable VTA encroachment permit and leaving the site in a safe condition. Valley Water shall compensate VTA for any damages caused by its failure to (i) backfill and restore the soil to the standards specified in the VTA encroachment permit (any costs incurred in complying with encroachment permit terms over and above costs of backfilling with in situ materials, including added compaction required to install pavement, shall be at VTA’s sole cost and expense); or (ii) leave its work areas in a safe condition. The term “safe condition” shall not require Valley Water to re-pave the ground, though nothing herein shall be deemed to prevent the parties from entering into a separate agreement allowing for Valley Water to repave the surface.
- (5) **Relocation (and/or Modification) of VTA Facilities.** In the event that any VTA Facilities need to be temporarily relocated (and/or modified) due to Valley Water exercising its rights under this Easement Agreement: (i) VTA, in its sole discretion, will move the impacted VTA Facilities to/from their existing location at VTA’s cost, or (ii) modify the VTA Facilities to allow for such Valley Water exercise of rights or (iii) advise Valley Water to move the impacted VTA Facilities to or from their existing location and VTA shall reimburse Valley Water for its cost. Temporary relocation and/or modification of any or all of VTA Facilities will not be deemed required if it is reasonably practicable for Valley Water to perform its work without impacting the VTA Facilities.
- (6) **Valley Water’s Responsibility for Safety and Damage.** Valley Water shall be responsible for maximizing the safety of its activities and for preventing injury or death to persons in the vicinity of Valley Water’s activities. Valley Water also shall be responsible for minimizing, to the extent reasonably practicable, damage to VTA Facilities.

(7) **Valley Water's responsibility for Damage to VTA Facilities.** Notwithstanding Section 7(A)(6) above and unless otherwise set forth herein, Valley Water shall not be responsible for damages to VTA Facilities caused by Valley Water's required maintenance of its Pipeline and appurtenant structures and/or relocation/removal of the Pipeline except to the extent such damages were caused by: (i) Valley Water's negligence or willful malfeasance; and/or (ii) Valley Water's failure to minimize, to the extent reasonably practicable, the damages to VTA Facilities.

(8) **Additional Valley Water Costs.** VTA shall reimburse Valley Water for Valley Water's unavoidable and demonstrable additional costs of removal and/or replacement of the Pipeline and appurtenant structures as well as any Closure Costs incurred as a result of VTA's construction, operation and maintenance of any portion of the transit station within the Easement Areas, which cost would not have been incurred in the Pipeline's original location. Reimbursements shall be made by VTA within sixty (60) days after VTA receives and approves a detailed written invoice from Valley Water.

**B. Limitation of Valley Water activities within South Milpitas Boulevard and Public Utility Easement.** Valley Water shall comply with all applicable City permitting requirements within South Milpitas Boulevard and the City's public service easement.

**C. Notices.** All notices under this Easement Agreement shall be in writing, shall be directed as follows, and shall be considered delivered if delivered in person or when deposited in the U.S. Mail, First Class postage prepaid. Notices delivered by electronic mail and subsequently acknowledged in writing by the recipient shall constitute written notice under this Section.

**VTA**

Santa Clara Valley Transportation Authority  
Real Estate and Transit-Oriented Development  
3331 N. First St. Bldg A  
San Jose, CA 95134

With a copy to:

Santa Clara Valley Transportation Authority  
General Counsel  
3331 N. First Street, Bldg. C  
San Jose, CA 95134

**Valley Water**

Santa Clara Valley Water District  
Clerk of the Board  
5750 Almaden Expressway  
San Jose, CA 95118-3614

Santa Clara Valley Water District  
Real Estate Services Manager  
5750 Almaden Expressway  
San Jose, CA 95118-3614

Either party may change the address for notices under this Easement Agreement by providing written notice of such new address to the other party.

**8. Indemnification.**

In lieu of and notwithstanding the pro rata risk allocation, which might otherwise be imposed between the Parties pursuant to Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by a Party shall not be shared pro rata but, instead, Valley Water and VTA agree that, pursuant to Government Code Section 895.4, each of the Parties hereto shall fully indemnify, defend and hold each of the other parties, their officers, board members, employees, and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, employees, or agents, under or in connection with or arising out of any work, authority, or jurisdiction delegated to such party under this Easement Agreement. No party, nor any officer, board member, or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other party hereto, its officers, board members, employees, or agents, under or in connection with or arising out of any work authority or jurisdiction delegated to such other party under this Easement Agreement. The obligations set forth in this paragraph will survive termination and expiration of this Easement Agreement.

VTA agrees to indemnify, defend and hold harmless Valley Water, its agents, officers, directors, and employees from and against any and all demands, claims, damages, losses and reasonable expenses, including but not limited to liabilities, obligations, claims, costs, reasonable expenses (including without limitation interest, penalties and reasonable attorney's fees), fines, levies, assessments, demands, damages or judgments of any kind or nature, whether in law or equity (including without limitation, death or injury to any person, property damage, administrative and judicial arising out of (i) public use of the Easement Areas and (ii) public use of real property adjacent to the Easement Areas. The indemnity and other rights afforded to Valley Water by this Section survive the termination or expiration of this Easement Agreement.

- 9. Binding Obligation.** The terms and conditions of this Easement Agreement shall extend to and be binding upon the respective heirs, devisees, legal representatives, successors, and assigns of Valley Water and VTA.
- 10. Exhibits.** Each exhibit to this Easement Agreement shall be considered a part of this Easement Agreement and incorporated herein by this reference.
- 11. Governing Law and Compliance with Laws.** VTA and Valley Water agree that California law will govern this Easement Agreement. In the performance of this Easement Agreement, VTA and Valley Water will comply with all applicable laws, ordinances, codes and regulations of the federal, state, and local governments.

12. **Venue.** In the event that suit is brought by either VTA or Valley Water, each agrees that venue will be exclusively vested in the state courts of either the County of Santa Clara, or in the United States Court, Northern District of California, in San Jose, California.
13. **Headings.** Any headings and titles of the Sections of this Easement Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any part of its provisions.
14. **Interpretation.** Each Party hereto has negotiated and reviewed the terms of this Easement Agreement and has entered into this Easement Agreement after consultation with its legal counsel. Consequently, the doctrine that ambiguities in an agreement should be resolved against the drafting Party shall not be employed in connection with this Easement Agreement, which shall be interpreted in accordance with its fair meaning.
15. **Waiver.** VTA and Valley Water agree that waiver by either Party of any breach or violation of any term or condition of this Easement Agreement will not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by a Party of the performance of any work or services by the other Party will not be deemed to be a waiver of any term or condition of this Easement Agreement.
16. **Amendments.** This Easement Agreement may be amended in writing (and in recordable format), upon mutual agreement of the General Manager of VTA and the Chief Executive Officer of Valley Water.
17. **Invalidity of any Provision.** If any provision of the Easement Agreement is invalid or unenforceable with respect to any party, the remainder of this Easement Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Easement Agreement shall be valid and enforceable to the fullest extent permitted by law.
18. **Entire Agreement.** This Easement Agreement sets forth the entire agreement of the parties and supersedes all prior discussions, negotiations, understandings, or agreements relating the easement right granted by this Easement Agreement.

IN WITNESS WHEREOF, the Parties have executed this Easement Agreement as of the last of the signature dates set forth below (Effective Date”).

“Valley Water”  
Santa Clara Valley Water District

By: \_\_\_\_\_  
~~Tony Estremera~~ Melanie Richardson  
~~Chair, Board of Directors~~ Interim Chief Executive Officer

Approved as to form:

Date: \_\_\_\_\_

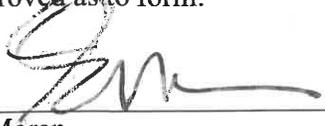
By: \_\_\_\_\_  
Omar El-Qoulaq  
Assistant District Counsel

“VTA”  
Santa Clara Valley Transportation Authority

By:  \_\_\_\_\_  
Carolyn Gonot  
General Manager/CEO

Date: October 9, 2025

Approved as to form:

  
By: \_\_\_\_\_  
Ed Moran  
Deputy General Counsel

Exhibits “A”, “B”, “C”, “D” and “E”

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

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 )

On 10/9/25 before me, Christina Mendoza  
(insert name and title of the officer)

personally appeared Cardyn Marie Gonot

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.

WITNESS MY HAND AND OFFICIAL SEAL.

Signature of Notary Public





Project: Silicon Valley Berryessa Extension (SVBX)  
Parcel Nos.: B2252, B2253  
Grantor: Santa Clara Valley Transportation Authority, a  
California Special District  
APNs: 092-08-083, 092-08-002  
Deed Type: Easement Agreement

**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 9<sup>th</sup> 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: \_\_\_\_\_  
Melanie Richardson, P.E., Interim Chief Executive Officer

**EXHIBIT "A"**  
**PIPELINE EASEMENT AREA**

Parcel 2252-01-02

1/30/2013

WPE

**LEGAL DESCRIPTION**  
**APN 092-08-083**

All that certain real property situated in the City of Milpitas, County of Santa Clara, State of California, described as follows

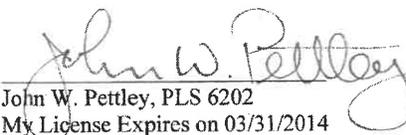
Being a portion of that certain parcel of land as designated and described as "Parcel One" in the Grant Deed filed for record on November 9, 2011 as Document No. 21410851, records of Santa Clara County, said parcel also being a portion of Parcel "B", as said parcel is shown on the Parcel Map recorded on September 22, 1983 in Book 518 of Maps, at Pages 23 and 24, records of Santa Clara County, and being more particularly described as follows:

**BEGINNING** at a point on the southeasterly line of said Parcel "B", distant North 69°45'40" East, a distance of 75.81 feet from the Southwest corner thereof; thence leaving said southeasterly line

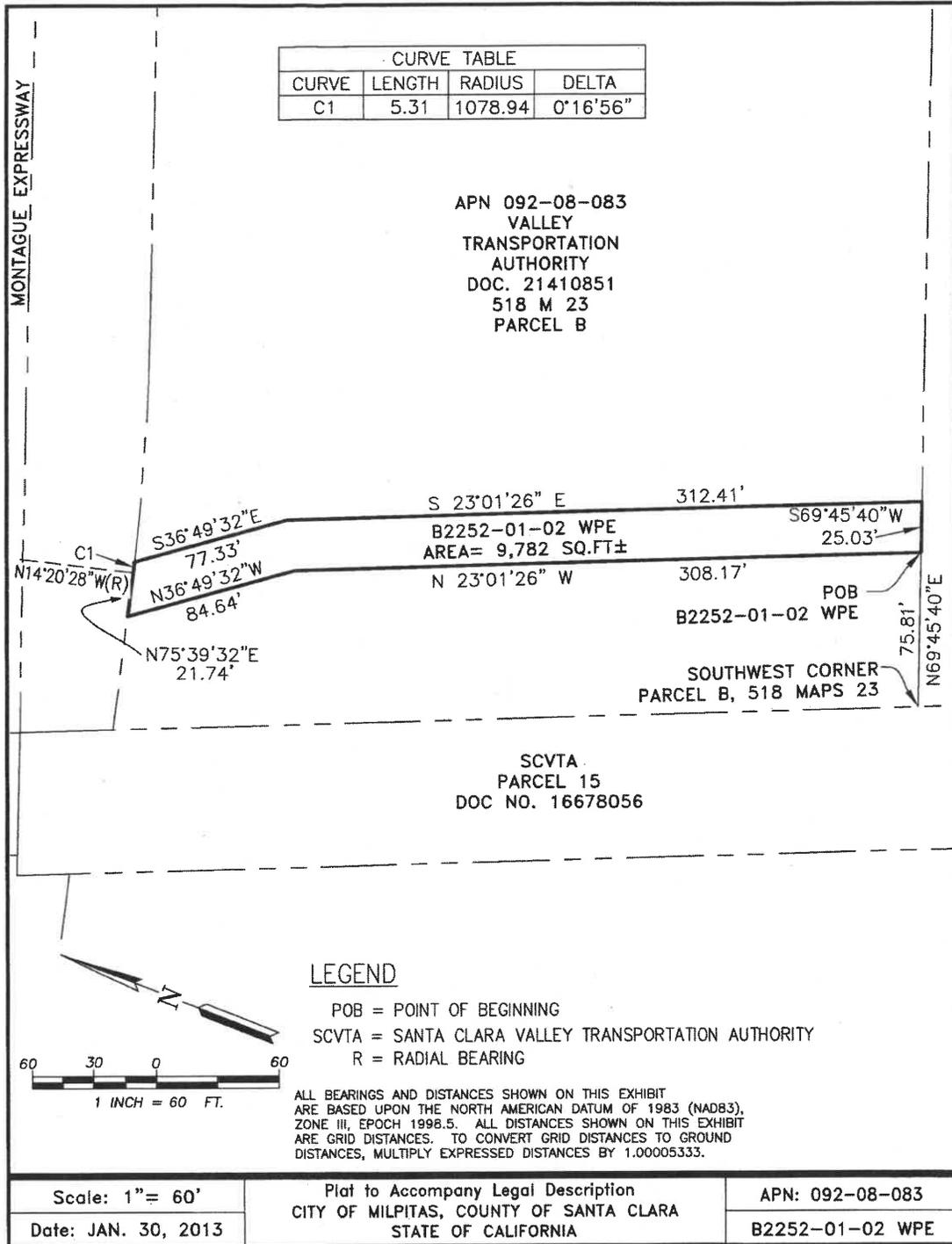
1. North 23°01'26" West, a distance of 308.17 feet; thence
2. North 36°49'32" West, a distance of 84.64 feet to the northwesterly line of said Parcel "B"; thence along said northwesterly line
3. North 75°39'32" East, a distance of 21.74 feet to the beginning of a tangent curve to the left with radius of 1078.94 feet; thence northeasterly
4. 5.31 feet along said curve through a central angle of 0°16'56"; thence leaving said northwesterly line
5. South 36°49'32" East, a distance of 77.33 feet; thence
6. South 23°01'26" East, a distance of 312.41 feet to the southeasterly line of said Parcel "B"; thence along said southeasterly line
7. South 69°45'40" West, a distance of 25.03 feet to the **POINT OF BEGINNING**.

Containing 9,782 square feet more or less

This description was prepared by me or under my direction in conformance with the Professional Land Surveyors Act. All bearings and distances are based on the North American Datum of 1983 (NAD83), Zone III, epoch 1998.5. All distances are grid distances. To convert grid distances to ground distances, multiply expressed distances by 1.00005333.

  
John W. Pettley, PLS 6202  
My License Expires on 03/31/2014





Parcel B2253-01-01  
1/30/2013  
WPE

**LEGAL DESCRIPTION**  
**APN 092-08-002**

All that certain real property situated in the City of Milpitas, County of Santa Clara, State of California, described as follows:

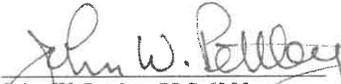
Being a portion of that parcel of land as described in the grant deed filed on December 30, 2012 as Document No. 21028699, records of Santa Clara County, and being more particularly described as follows:

**BEGINNING** at a point on the northwesterly line of that parcel of land described in said Document No. 21028699, distant North 69°45'40" East, a distance of 75.81 feet from the northwest corner thereof; thence along said northwesterly line

- 1) North 69°45'40" East, a distance of 25.03 feet; thence leaving said northwesterly line
- 2) South 23°01'25" East, a distance of 160.19 feet; thence
- 3) South 00°31'26" East, a distance of 112.24 feet to the beginning of a non-tangent curve to the right, the center of which bears North 33°41'34" East 449.07 feet, on the southwesterly line of said parcel; thence along said southwesterly line
- 4) 18.40 feet along said curve through a central angle of 2°20'52"; thence leaving said southwesterly line
- 5) North 00°31'26" West, a distance of 72.47 feet; thence
- 6) North 23°01'25" West, a distance of 182.56 feet to the **POINT OF BEGINNING**.

Containing 5,671 square feet more or less.

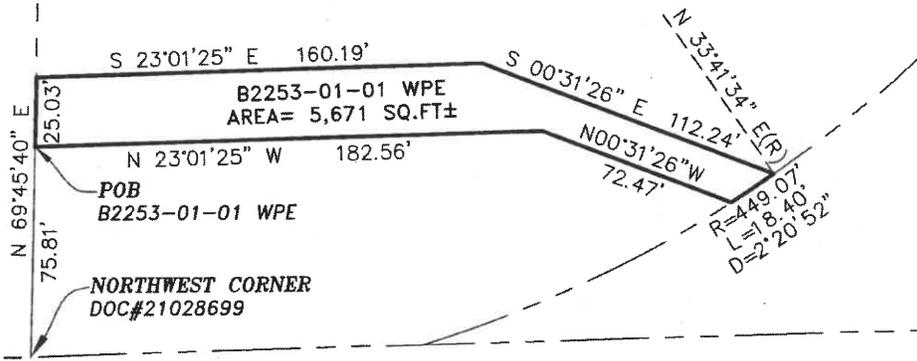
This description was prepared by me or under my direction in conformance with the Professional Land Surveyors Act. All bearings and distances are based on the North American Datum of 1983 (NAD83), Zone III, epoch 1998.5. All distances are grid distances. To convert grid distances to ground distances, multiply expressed distances by 1.00005333.

  
John W. Pettley, PLS 6202  
My License Expires on 03/31/2014



092-08-083  
 SCVTA  
 DOC#21410851  
 51B M 23  
 PARCEL B

092-08-002  
 1523 GLADDING CT.,LLC  
 DOC. NO. 21028699

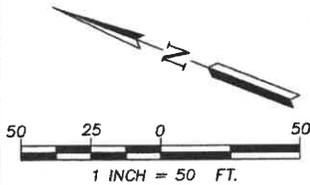


SCVTA  
 DOC. NO. 16678056  
 PARCEL FIFTEEN

092-07-009  
 KUNDE  
 DOC. NO. 19154521

**LEGEND**

- POB = POINT OF BEGINNING
- SCVTA = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- R = RADIAL BEARING



ALL BEARINGS AND DISTANCES SHOWN ON THIS EXHIBIT ARE BASED UPON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE III, EPOCH 1998.5. ALL DISTANCES SHOWN ON THIS EXHIBIT ARE GRID DISTANCES. TO CONVERT GRID DISTANCES TO GROUND DISTANCES, MULTIPLY EXPRESSED DISTANCES BY 1.00005333.

Scale: 1" = 50'	Plat to Accompany Legal Description CITY OF MILPITAS, COUNTY OF SANTA CLARA STATE OF CALIFORNIA	APN: 092-08-002
Date: JAN. 30, 2013		B2253-01-01 WPE

**EXHIBIT "B"**  
**CONSTRUCTION STAGING EASEMENT AREA**



February 10, 2025  
Parcel: B2252-01-03 CSE  
Page 1 of 2

**LEGAL DESCRIPTION**  
**CONSTRUCTION STAGING EASEMENT**  
APN: 092-08-083

**REAL PROPERTY** situated in the City of Milpitas, County of Santa Clara, State of California, being a portion Parcel One, as described in the Grant Deed filed for record on November 9, 2011, as Document No. 21410851, Santa Clara County Official Records, said parcel also being a portion of Parcel B, as shown on the Parcel Map filed September 22, 1983, in Book 518 of Maps at Page 23, Santa Clara County Records, and being more particularly described as follows:

**COMMENCING** at the most southerly corner of said Parcel One, being on the easterly line of Parcel 15, as shown on that certain Record of Survey filed December 7, 2007, in Book 821 of Maps at Page 1, Santa Clara County Records;

Thence along the southeasterly line of said Parcel One, North 69°45'40" East, 100.84 feet, to the **TRUE POINT OF BEGINNING**.

Thence North 23°01'26" West, a distance of 312.41 feet;

Thence North 36°49'32" West, a distance of 77.33 feet to the beginning of a non-tangent curve to the left, being on the northwesterly line of said Parcel One;

Thence easterly, along said northwesterly line and along said non-tangent curve, having a radius of 1078.94 feet, the radial bearing of which bears North 14°37'24" West, through a central angle of 00°42'55" for an arc length of 13.47 feet;

Thence South 36°49'32" East, a distance of 73.83 feet;

Thence South 23°01'26" East, a distance of 314.53 feet to the southeasterly line of said Parcel One;

Thence along said southeasterly line, South 69°45'40" West, a distance of 12.51 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 4,863 square feet, more or less.

Plat Exhibit attached and by this reference made a part hereof.

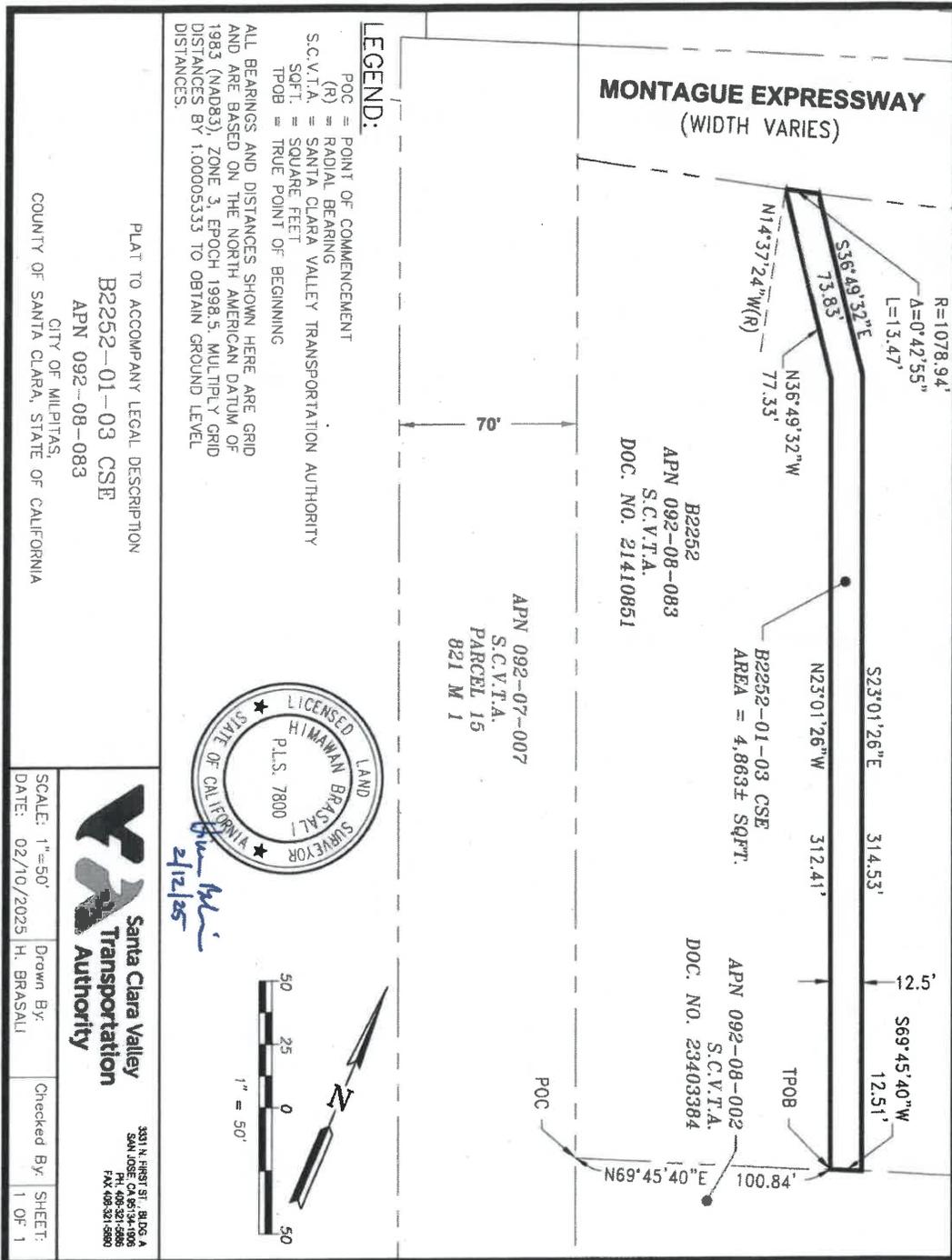
This description was prepared by me or under my direction in conformance with the Professional Land Surveyors Act. All bearings and distances are based on the North American Datum of 1983 (NAD83),

Zone III, epoch 1998.5. All distances are grid distances. To convert grid distances to ground distances, multiply expressed distances by 1.00005333.

2/12/25  
Date



Himawan Brasali  
Himawan Brasali, LS 7800  
Survey & Mapping Manager



**LEGAL DESCRIPTION**  
**CONSTRUCTION STAGING EASEMENT**  
APN: 092-08-083

**REAL PROPERTY** situated in the City of Milpitas, County of Santa Clara, State of California, being a portion Parcel One, as described in the Grant Deed filed for record on November 9, 2011, as Document No. 21410851, Santa Clara County Official Records, said parcel also being a portion of Parcel B, as shown on the Parcel Map filed September 22, 1983, in Book 518 of Maps at Page 23, Santa Clara County Records, and being more particularly described as follows:

**COMMENCING** at the most southerly corner of said Parcel One, being on the easterly line of Parcel 15, as shown on that certain Record of Survey filed December 7, 2007, in Book 821 of Maps at Page 1, Santa Clara County Records;

Thence along the southeasterly line of said Parcel One, North 69°45'40" East, 63.29 feet, to the **TRUE POINT OF BEGINNING**.

Thence North 23°01'26" West, a distance of 306.05 feet;

Thence North 36°49'32" West, a distance of 88.30 feet to the northwesterly line of said Parcel One;

Thence along said northwesterly line, North 75°39'32" East, a distance of 13.53 feet;

Thence South 36°49'32" East, a distance of 84.64 feet;

Thence South 23°01'26" East, a distance of 308.17 feet to the southeasterly line of said Parcel One;

Thence along said southeasterly line, South 69°45'40" West, a distance of 12.51 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 4,920 square feet, more or less.

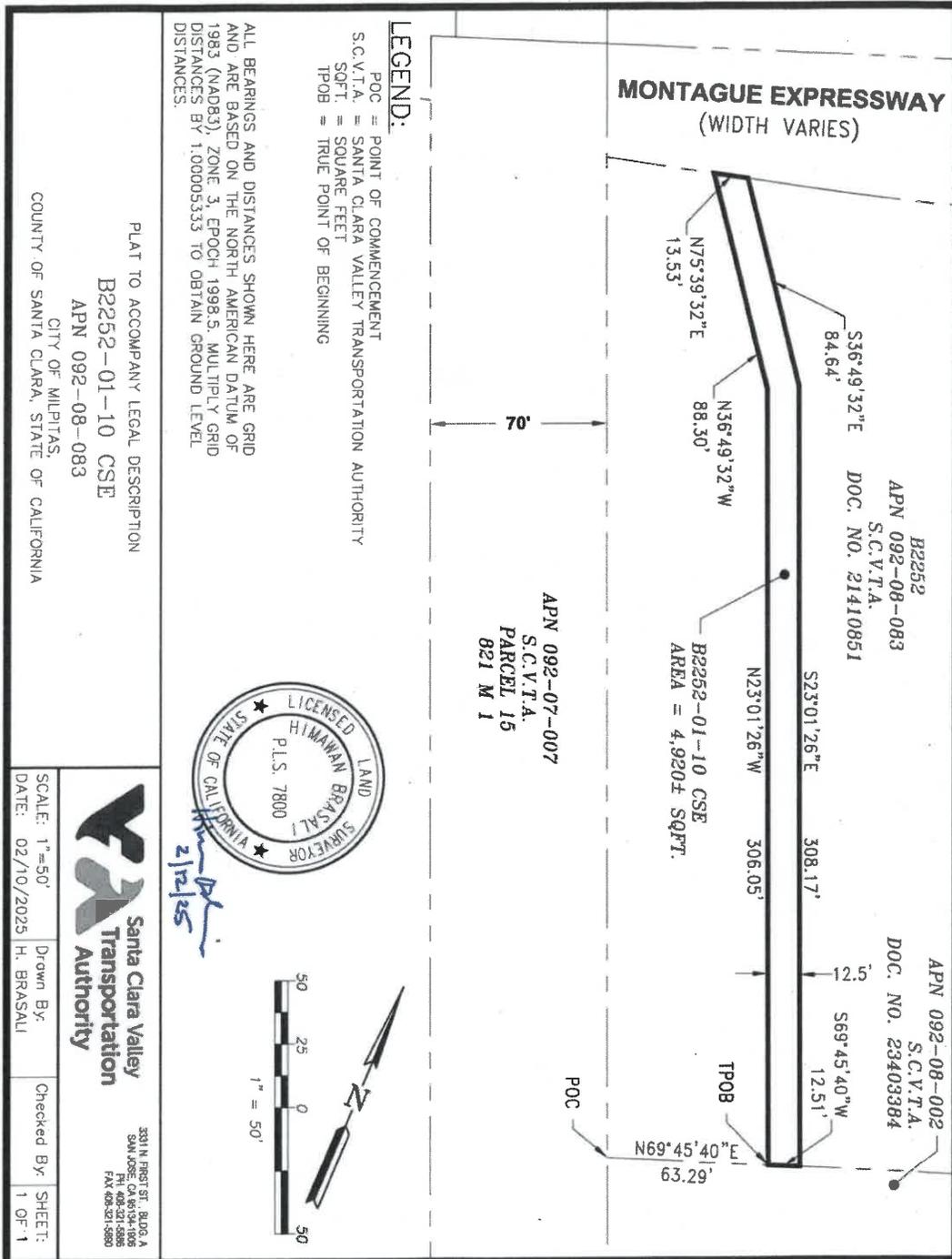
Plat Exhibit attached and by this reference made a part hereof.

This description was prepared by me or under my direction in conformance with the Professional Land Surveyors Act. All bearings and distances are based on the North American Datum of 1983 (NAD83), Zone III, epoch 1998.5. All distances are grid distances. To convert grid distances to ground distances, multiply expressed distances by 1.00005333.

2/12/25  
Date



Himawan Brasali  
Himawan Brasali, LS 7800  
Survey & Mapping Manager



**LEGAL DESCRIPTION  
CONSTRUCTION STAGING EASEMENT**

APN: 092-08-002

**REAL PROPERTY** situated in the City of Milpitas, County of Santa Clara, State of California, being the parcel of land described in the Final Order of Condemnation recorded August 18, 2016, as Document No. 23403384, Santa Clara County Records, more particularly described as follows:

**COMMENCING** at the most westerly corner of said parcel of land, being on the easterly line of Parcel 15, as shown on that certain Record of Survey filed December 7, 2007 in Book 821 of Maps at Page 1, Santa Clara County Records;

Thence along the northwesterly line of the parcel of land described in said Document No. 23403384, North 69°45'40" East, 100.84 feet, to the **TRUE POINT OF BEGINNING**.

Thence continuing along said northwesterly line, North 69°45'40" East, 12.51 feet;

Thence leaving said northwesterly line, South 23°01'25" East, 175.13 feet;

Thence South 00° 31'26" East, 38.17 feet;

Thence South 37°40'33" East, 24.92 feet to the beginning of a tangent curve to the right;

Thence southerly, along said tangent curve to the right, having a radius of 24.50 feet, through a central angle of 12°38'46" for an arc length of 5.41 feet;

Thence South 25°01'46" East, 18.20 feet to the beginning of a non- tangent curve to the left;

Thence along said non-tangent curve to the left, having a radius of 5.00 feet, the radial bearing of which bears North 21°54'03" East, through a central angle of 80°07'11" for an arc length of 6.99 feet;

Thence South 31°46'51" West, 38.01 feet to the beginning of a non-tangent curve to the right, being on the general southerly line of the parcel of land described in said Document No. 23403384;

Thence northwesterly, along said non-tangent curve to the right, having a radius of 449.07 feet, the radial bearing of which bears South 31°11'44" West, through a central angle of 02°29'50" for an arc length of 19.57 feet;

Thence leaving said general southerly line, North 00°31'26" West, 112.24 feet;

Thence North 23° 01'25" West, 160.19 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 4,990 square feet, more or less.

Plat Exhibit attached and by this reference made a part hereof.

This description was prepared by me or under my direction in conformance with the Professional Land Surveyors Act. All bearings and distances are based on the North American Datum of 1983 (NAD83), Zone III, epoch 1998.5. All distances are grid distances. To convert grid distances to ground distances, multiply expressed distances by 1.00005333.

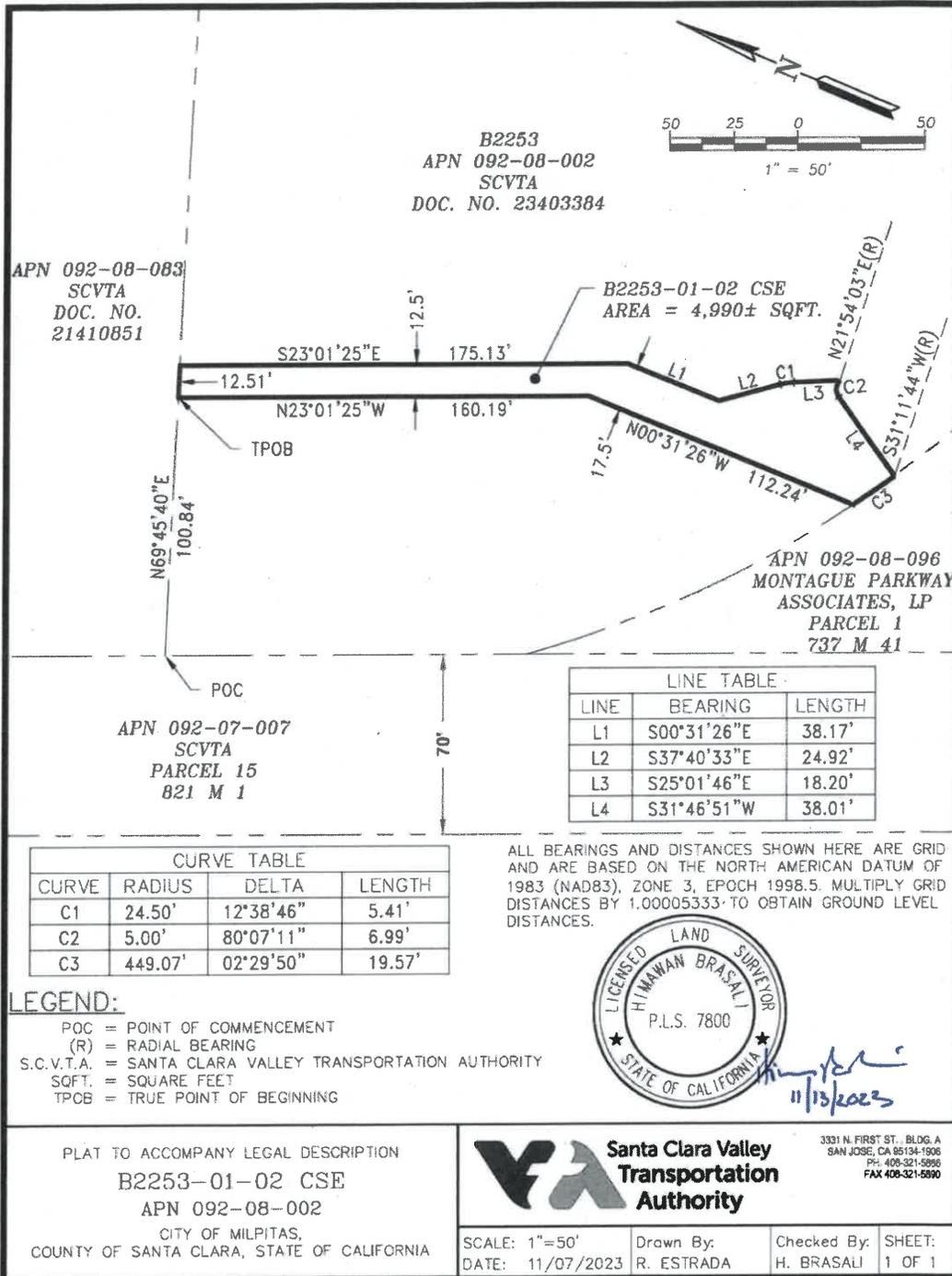
11/13/2023  
Date



Himawan Brasali  
Himawan Brasali, LS 7800  
Survey & Mapping Manager

# EXHIBIT "B"

## CONSTRUCTION STAGING EASEMENT AREA



S:\VTA PROJECTS\BART\SUBPLATS\_LEGALS and CLOSURE CALC\CAD\B2253-01-02\_CSE.dwg Layout1 Nov 13, 2023 - 9:07am

**EXHIBIT "B"**  
**CONSTRUCTION STAGING EASEMENT AREA**



November 7, 2023  
Parcel: B2253-01-08 CSE  
Page 1 of 2

**LEGAL DESCRIPTION**  
**CONSTRUCTION STAGING EASEMENT**  
APN: 092-08-002

**REAL PROPERTY** situated in the City of Milpitas, County of Santa Clara, State of California, being of the parcel of land described in the Final Order of Condemnation recorded August 18, 2016, as Document No. 23403384, Santa Clara County Records, more particularly described as follows:

**COMMENCING** at the most westerly corner of said parcel of land, being on the easterly line of Parcel 15, as shown on that certain Record of Survey filed December 7, 2007 in Book 821 of Maps at Page 1, Santa Clara County Records;

Thence along the northwesterly line of the parcel of land described in said Document No. 23403384, North 69°45'40" East, 63.29 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing along said northwesterly line, North 69°45'40" East, 12.51 feet;

Thence leaving said northwesterly line, South 23°01'25" East, 182.56 feet;

Thence South 00°31'26" East, 72.47 feet to the beginning of a non-tangent curve to the right, being on the general southerly line of the parcel of land described in said Document No. 23403384;

Thence northwesterly, along said non-tangent curve to the right, having a radius of 449.07 feet, the radial bearing of which bears South 36°02'26" West, through a central angle of 00°47'54" for an arc length of 6.26 feet;

Thence leaving said general southerly line, North 00°31'26" West, 54.86 feet to the beginning of a non-tangent curve to the left;

Thence along said non-tangent curve to the left, having a radius of 950.00 feet, the radial bearing of which bears North 39°36'21" West, through a central angle of 00°58'41" for an arc length of 16.22 feet;

Thence North 00°31'26" West, 33.76 feet;

Thence North 23°01'25" West, 167.62 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 2,863 square feet, more or less.

Plat Exhibit attached and by this reference made a part hereof.

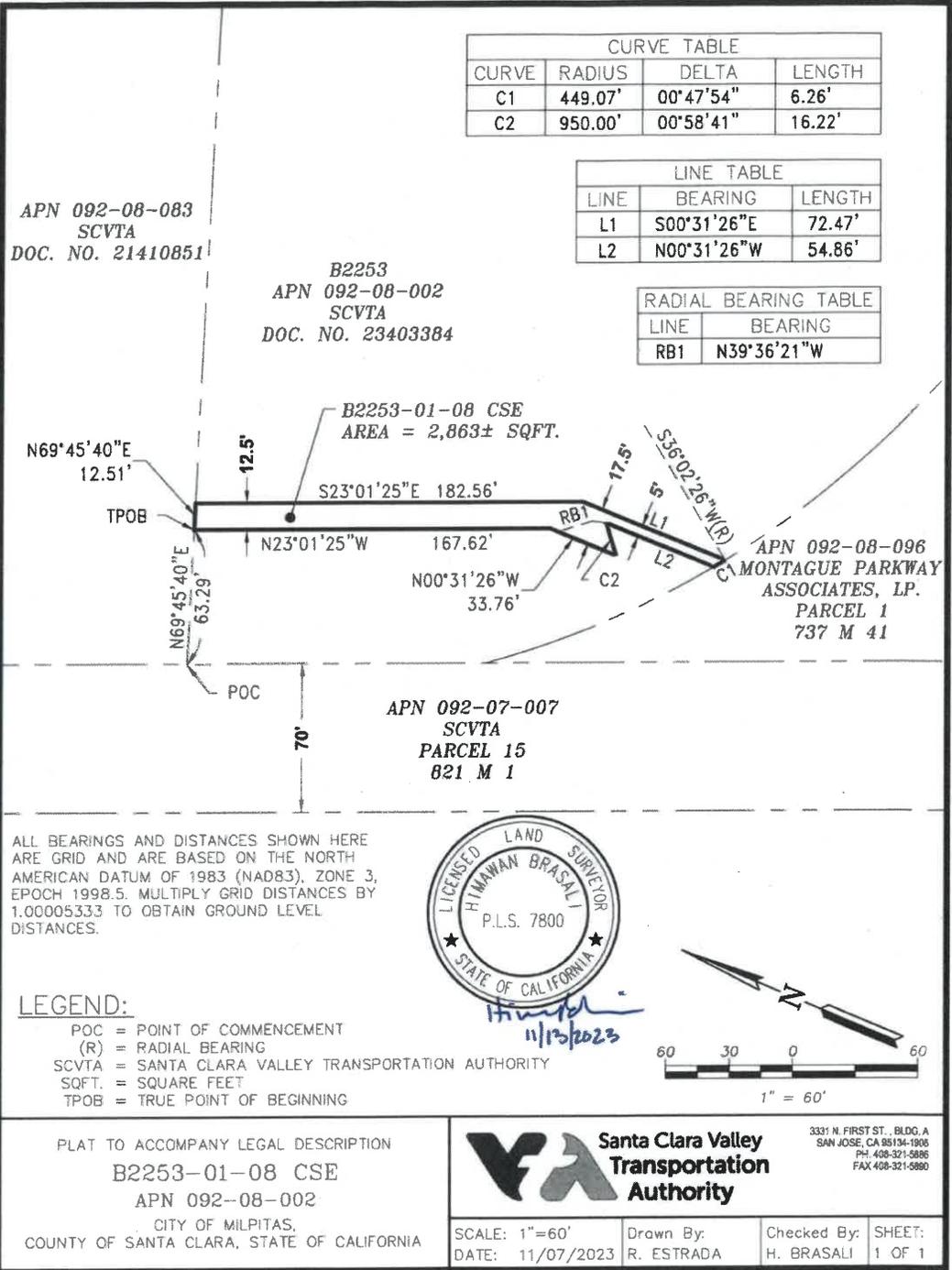
This description was prepared by me or under my direction in conformance with the Professional Land Surveyors Act. All bearings and distances are based on the North American Datum of 1983 (NAD83), Zone III, epoch 1998.5. All distances are grid distances. To convert grid distances to ground distances, multiply expressed distances by 1.00005333.

11/12/2023  
Date



Himawan Brasali  
Himawan Brasali, LS 7800  
Survey & Mapping Manager

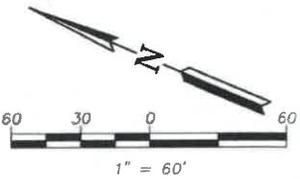
S:\VTA PROJECTS\BART\SVR\PLATS, LEGALS and CLOSURE CALC\CAD, B2253-01-08 CSE.dwg (top) Nov 13, 2023 - 10:41 am



ALL BEARINGS AND DISTANCES SHOWN HERE ARE GRID AND ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

**LEGEND:**

- POC = POINT OF COMMENCEMENT
- (R) = RADIAL BEARING
- SCVTA = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- SQFT. = SQUARE FEET
- TPOB = TRUE POINT OF BEGINNING



PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B2253-01-08 CSE**  
 APN 092-08-002  
 CITY OF MILPITAS,  
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA



3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1908  
 PH. 408-321-5886  
 FAX 408-321-5880

SCALE: 1"=60'	Drawn By: R. ESTRADA	Checked By: H. BRASALI	SHEET: 1 OF 1
DATE: 11/07/2023			

# EXHIBIT "C" ACCESS EASEMENT AREA



August 28, 2019  
Parcel: B2253-01-09 IEE  
9433-23  
Page 1 of 2

## LEGAL DESCRIPTION INGRESS AND EGRESS EASEMENT

APN: 092-08-002

**REAL PROPERTY** situated in the City of Milpitas, County of Santa Clara, State of California, being of the parcel of land described in the Final Order of Condemnation recorded August 18, 2016, as Document No. 23403384, Santa Clara County Records, more particularly described as follows:

**COMMENCING** at the most westerly corner of said parcel of land, being on the easterly line of Parcel 15, as shown on that certain Record of Survey filed December 7, 2007 in Book 821 of Maps at Page 1, Santa Clara County Records;

Thence along the northwesterly line of the parcel of land described in said Document No. 23403384, North 69°45'40" East, 75.81 feet;

Thence South 23°01'25" East, 182.56 feet;

Thence South 00°31'26" East, 31.99 feet to the **TRUE POINT OF BEGINNING**;

Thence South 00°31'26" East, 40.48 feet to the beginning of a non-tangent curve to the left, being on the general southerly line of the parcel of land described in said Document No. 23403384;

Thence southeasterly, along said non-tangent curve to the left, having a radius of 449.07 feet, the radial bearing of which bears South 36°02'26" West, through a central angle of 03°06'57" for an arc length of 24.42 feet;

Thence North 00°31'26" West, 34.49 feet;

Thence North 89°28'34" East, 31.50 feet to the beginning of a non-tangent curve to the right;

Thence easterly, along said non-tangent curve to the right, having a radius of 885.00 feet, the radial bearing of which bears North 38°19'23" West, through a central angle of 12°20'39" for an arc length of 190.67 feet;

Thence North 26°10'23" West, 65.00 feet to the beginning of a non-tangent curve to the left;

Thence westerly, along said non-tangent curve to the left, having a radius of 950.00 feet, the radial bearing of which bears North 25°59'32" West, through a central angle of 01°12'23" for an arc length of 20.00 feet;

Thence South 26°10'23" East, 45.01 feet to the beginning of a non-tangent curve to the left;

Thence westerly, along said non-tangent curve to the left, having a radius of 905.00 feet, the radial bearing of which bears North 27°14'58" West, through a central angle of 10°38'16" for an arc length of 168.03 feet;

Thence South 89°28'34" West, 44.69 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 6,201 square feet, more or less.

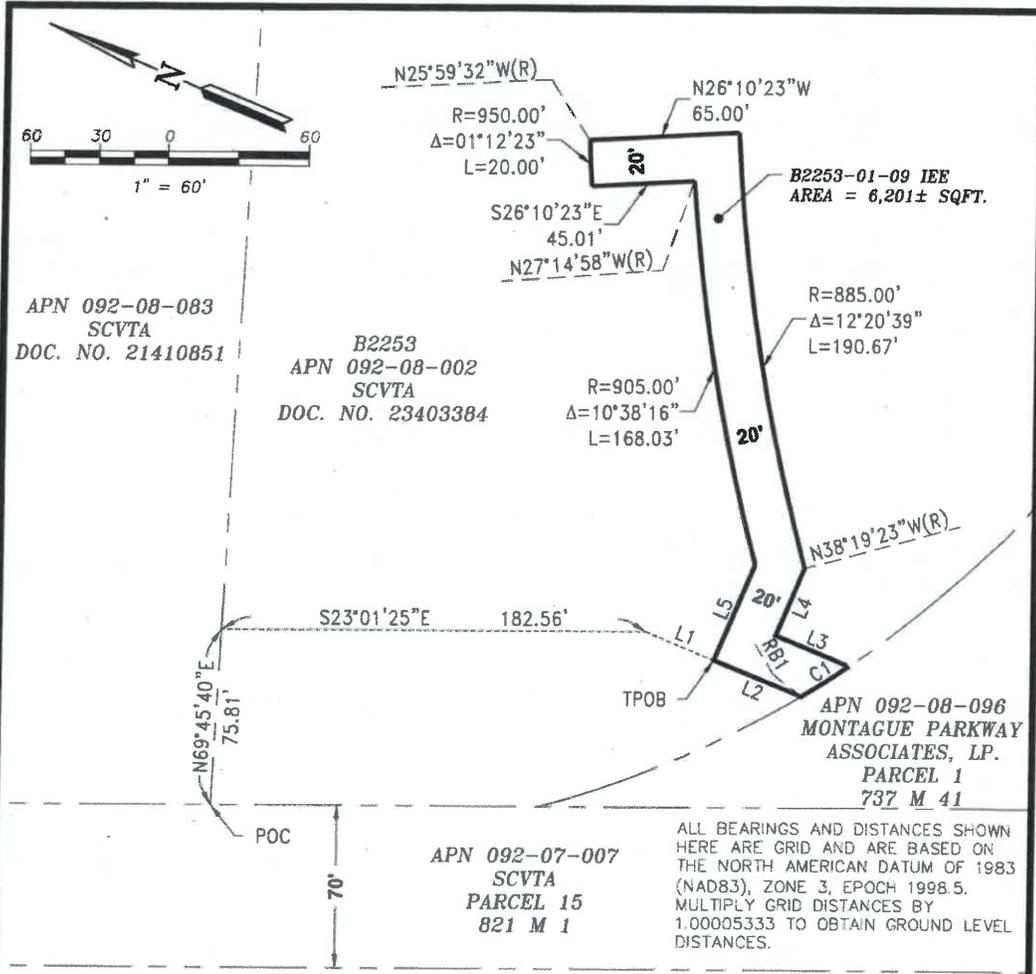
Plat Exhibit attached and by this reference made a part hereof.

This description was prepared by me or under my direction in conformance with the Professional Land Surveyors Act. All bearings and distances are based on the North American Datum of 1983 (NAD83), Zone III, epoch 1998.5. All distances are grid distances. To convert grid distances to ground distances, multiply expressed distances by 1.00005333.

28 AUG 2019  
Date

  
Julia MacRory, LS 7871  
Survey and Mapping Manager





**LEGEND:**

- POC = POINT OF COMMENCEMENT
- (R) = RADIAL BEARING
- SCVTA = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- SQFT. = SQUARE FEET
- TPOB = TRUE POINT OF BEGINNING

**NOTE:**

SEE SHEET 2 OF 2 FOR LINE,  
 CURVE AND RADIAL BEARING TABLES

*Julia MacRory*  
 29 AUG 2019



S:\VTA PROJECTS\BART\SVBX\PLATS\_LEGALS and CLOSURE CALCS\CAD\B2253\01-09 IEE.dwg SHEET 1 Aug 28, 2019 9:54am

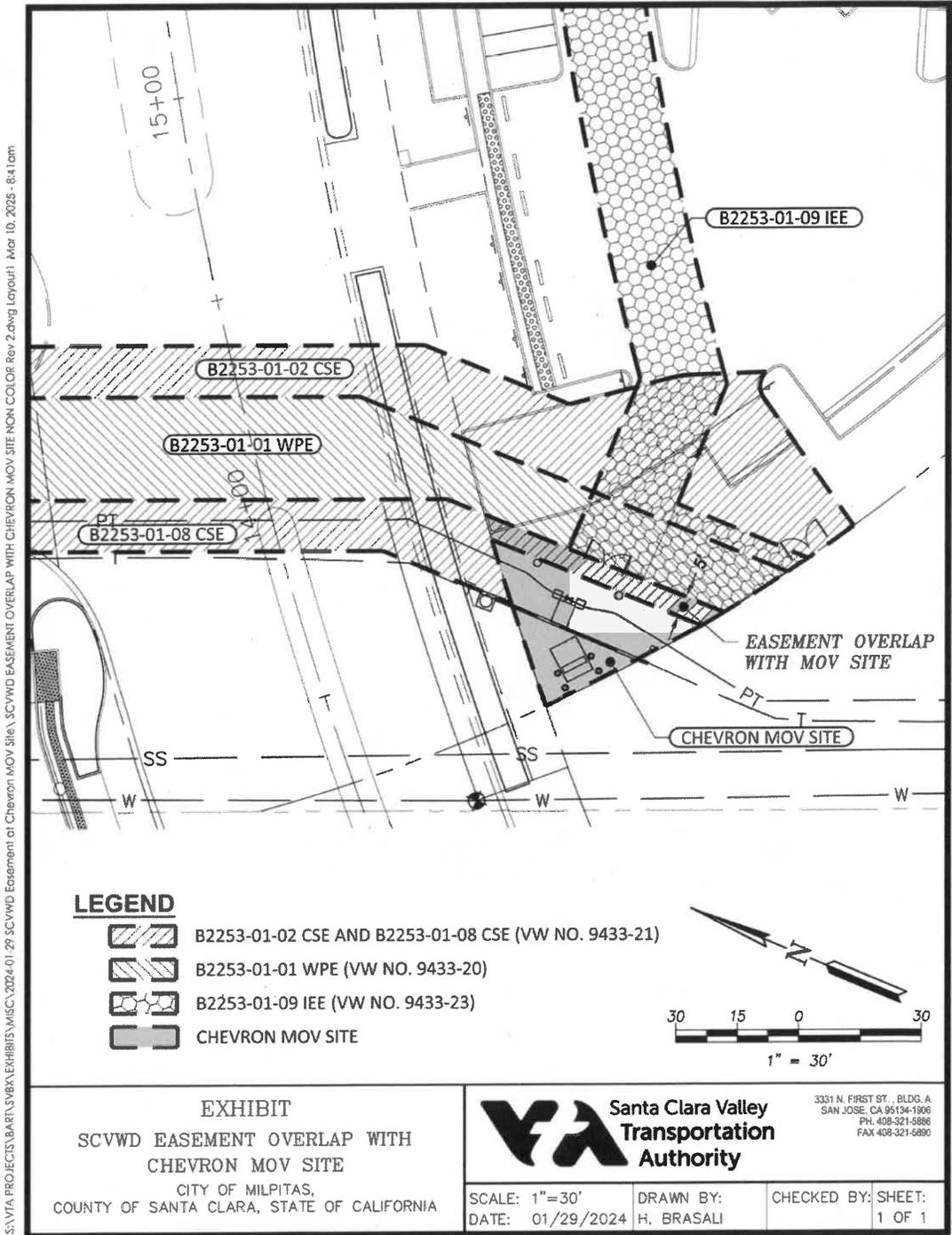
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
 B2253-01-09 IEE  
 APN 092-08-002  
 CITY OF MILPITAS,  
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA



3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1906  
 PH. 408-321-6886  
 FAX 408-321-6890

SCALE: 1"=60'	Drawn By: H. BRASALI	Checked By: J. MacRORY	SHEET: 1 OF 2
---------------	-------------------------	---------------------------	------------------

# EXHIBIT "D" MOV AREA



S:\VIA PROJECTS\BARTS\BKA\EXHIBITS\MISC\2024-01-29 SCVWD Easement of Chevron MOV Site - SCVWD EASEMENT OVERLAP WITH CHEVRON MOV SITE NON-COLOR Rev 2.dwg Layout1 Mar 10, 2025 - 8:41am

**LEGEND**

- B2253-01-02 CSE AND B2253-01-08 CSE (VW NO. 9433-21)
- B2253-01-01 WPE (VW NO. 9433-20)
- B2253-01-09 IEE (VW NO. 9433-23)
- CHEVRON MOV SITE

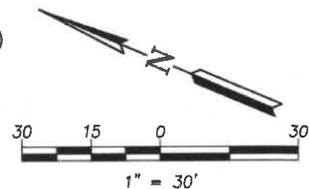


EXHIBIT  
SCVWD EASEMENT OVERLAP WITH  
CHEVRON MOV SITE  
CITY OF MILPITAS,  
COUNTY OF SANTA CLARA, STATE OF CALIFORNIA



3331 N. FIRST ST., BLDG. A  
SAN JOSE, CA 95134-1906  
PH. 408-321-5886  
FAX 408-321-5890

SCALE: 1"=30'	DRAWN BY: H. BRASALI	CHECKED BY:	SHEET: 1 OF 1
DATE: 01/29/2024			

# EXHIBIT "E" EASEMENT AREAS

