



## Santa Clara Valley Water District Board of Directors Meeting

HQ. Bldg. Boardroom, 5700 Almaden Expressway, San Jose, California  
Join Zoom Meeting: <https://valleywater.zoom.us/j/84454515597>

### 11:00 A.M. CLOSED SESSION AND 1:00 P.M. REGULAR BOARD MEETING AGENDA

Tuesday, March 24, 2026  
11:00 AM

**District Mission: Provide Silicon Valley safe, clean water for a healthy life, environment and economy.**

DISTRICT BOARD OF DIRECTORS  
Tony Estremera, Chair-District 6  
Richard P. Santos, Vice Chair-District 3  
John L. Varela-District 1  
Shiloh Ballard-District 2  
Jim Beall-District 4  
Nai Hsueh-District 5  
Rebecca Eisenberg-District 7

All public records relating to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body, will be available to the public through the legislative body agenda web page at the same time that the public records are distributed or made available to the legislative body. Santa Clara Valley Water District will make reasonable efforts to accommodate persons with disabilities wishing to participate in the legislative body's meeting. Please advise the Clerk of the Board Office of any special needs by calling (408) 630-2277.

MELANIE RICHARDSON  
Interim Chief Executive Officer  
  
CANDICE KWOK-SMITH  
Clerk, Board of the Directors  
(408) 630-3193  
[www.valleywater.org](http://www.valleywater.org)

**Note: The finalized Board Agenda, exception items and supplemental items will be posted prior to the meeting in accordance with the Brown Act.**

**Santa Clara Valley Water District  
Board of Directors  
11:00 A.M. CLOSED SESSION AND  
AGENDA**

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Tuesday, March 24, 2026

11:00 AM

HQ. Bldg. Boardroom, 5700 Almaden  
Expressway, San Jose, California  
Join Zoom Meeting:

<https://valleywater.zoom.us/j/84454515597>

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\*\*\*IMPORTANT NOTICES AND PARTICIPATION INSTRUCTIONS\*\*\*

Santa Clara Valley Water District (Valley Water) Board of Directors/Board Committee meetings are held as hybrid meetings, conducted in-person as well as by telecommunication, and are compliant with the provisions of the Ralph M. Brown Act.

To maximize public safety while maintaining transparency and public access, members of the public have the option to participate via teleconference/video conference or attend in person. To participate in the meeting via teleconference/video conference, please refer to the meeting link located at the top of the agenda. If attending in-person, you are required to comply with Ordinance 22-03 - AN ORDINANCE OF THE SANTA CLARA VALLEY WATER DISTRICT SPECIFYING RULES OF DECORUM FOR PARTICIPATION IN BOARD AND COMMITTEE MEETINGS located at <https://s3.us-west-2.amazonaws.com/valleywater.org.if-us-west-2/f2-live/s3fs-public/Ord.pdf>

In accordance with the requirements of Gov. Code Section 54954.3(a), members of the public wishing to address the Board/Committee during public comment or on any item listed on the agenda, may do so by filling out a Speaker Card and submitting it to the Clerk or using the "Raise Hand" tool located in the Zoom meeting application to identify yourself in order to speak, at the time the item is called. Speakers will be acknowledged by the Board/Committee Chair in the order that requests are received and granted speaking access to address the Board. Written comments on any item on the agenda may be submitted to [clerkoftheboard@valleywater.org](mailto:clerkoftheboard@valleywater.org) or [board@valleywater.org](mailto:board@valleywater.org).

- Members of the Public may test their connection to Zoom Meetings at: <https://zoom.us/test>
- Members of the Public are encouraged to review our overview on joining Valley Water Board Meetings at: <https://www.youtube.com/watch?v=TojJpYCxXm0>

Valley Water, in complying with the Americans with Disabilities Act (ADA), requests individuals who require special accommodations to access and/or participate in Valley Water Board of Directors/Board Committee meetings to please contact the Clerk of the Board's office at (408) 630-2277, at least 3 business days before the scheduled meeting to ensure that Valley Water may assist you.

This agenda has been prepared as required by the applicable laws of the State of

California, including but not limited to, Government Code Sections 54950 et. seq., and has not been prepared with a view to informing an investment decision in any of Valley Water's bonds, notes, or other obligations. Any projections, plans, or other forward-looking statements included in the information on this agenda are subject to a variety of uncertainties that could cause any actual plans or results to differ materially from any such statement. The information herein is not intended to be used by investors or potential investors in considering the purchase or sale of Valley Water's bonds, notes or other obligations and investors and potential investors should rely only on information filed by Valley Water on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures and Valley Water's Investor Relations website, maintained on the World Wide Web at <https://emma.msrb.org/> and <https://www.valleywater.org/how-we-operate/financebudget/investor-relations>, respectively.

Under the Brown Act, members of the public are not required to provide identifying information in order to attend public meetings. Through the link below, the Zoom webinar program requests entry of a name and email address, and Valley Water is unable to modify this requirement. Members of the public not wishing to provide such identifying information are encouraged to enter "Anonymous" or some other reference under name and to enter a fictional email address (e.g., attendee@valleywater.org) in lieu of their actual address. Inputting such values will not impact your ability to access the meeting through Zoom.

**Join Zoom Meeting:**

**<https://valleywater.zoom.us/j/84454515597>**

**Meeting ID: 844 5451 5597**

**Join by Phone:**

**1 (669) 900-9128, 84454515597#**

**1. CALL TO ORDER/ROLL CALL:**

1.1. Roll Call.

**2. 11:00 AM CLOSED SESSION:**

*Notice to the Public: The Board of Directors meets in Closed Session in accordance with the Ralph M. Brown Act. Following the conclusion of Closed Session discussion, the Board will return for the remaining items on the regular meeting agenda.*

2.1. CLOSED SESSION [26-0296](#)  
PUBLIC EMPLOYEE APPOINTMENT  
Pursuant to Government Code Section 54957(b)(1)  
Title: Chief Executive Officer

2.2. District Counsel Report on Closed Session.

**3. 1:00 PM - TIME CERTAIN:**

3.1. Pledge of Allegiance/National Anthem.

3.2. Orders of the Day.

A. *Approximate Discussion Time (Board); and*

*B. Adjustments to the Order of Agenda Items.*

3.3. Time Open for Public Comment on any Item not on the Agenda.

*Notice to the public: Members of the public who wish to address the Board/Committee on matters not listed on the agenda may do so by completing a Speaker Card and submitting it to the Clerk, or by using the “Raise Hand” feature within the Zoom meeting application to request recognition. Speakers will be acknowledged by the Board/Committee Chair in the order requests are received and, when recognized, will be granted speaking access to address the Board/Committee.*

*Public comments shall be limited to three (3) minutes per speaker, or such other time as determined by the Chair. State law does not permit the Board/Committee to take action on, or engage in extended discussion of, any item not appearing on the posted agenda, except as otherwise authorized under applicable law. If Board/Committee action is requested, the matter may be scheduled for consideration at a future meeting.*

*All public comments requiring a response will be referred to staff for a written reply. The Board/Committee may take action on any item of business appearing on the posted agenda.*

3.4. Consider the January 2026 Board Advisory Agricultural Water Advisory Committee, Environmental and Water Resources Committee, and Santa Clara Valley Water Commission’s Recommendations to Approve the Board Advisory Committee Annual Work Plans. [26-0238](#)

Recommendation: Consider the January 2026 Board Advisory Agricultural Water Advisory Committee, Environmental and Water Resources Committee, and Santa Clara Valley Water Commission’s recommendations to approve the Board Advisory Committee Annual Work Plans.

Manager: Wendy Ho, 408-630-3874

Attachments: [Attachment 1: 2026 Work Plan, AWAC](#)  
[Attachment 2: 2026 Work Plan, EWRC](#)  
[Attachment 3: 2026 Work Plan, SCVWC](#)

Est. Staff Time: 10 Minutes

3.5. Receive an Update on the Status of Santa Clara Valley Water’s Pension and Other Post-Employment Benefits Unfunded Liabilities. [26-0208](#)

Recommendation: A. Receive information on the status of Santa Clara Valley Water District’s Pension and other Post-Employment Benefit unfunded liabilities; and  
B. Provide direction to staff as necessary.

Manager: Darin Taylor, 408-630-3068

Attachments: [Attachment 1: PowerPoint, CalPERS Pension](#)

#### REGULAR AGENDA:

#### 4. CONSENT CALENDAR: (4.1 - 4.3) (Est. Time: 5 Minutes)

*Notice to the public: There is no separate discussion of individual consent calendar items. Recommended actions are voted on in one motion. If an item is approved on the consent vote, the specific action recommended by staff is adopted. Items listed in this section of the agenda are considered to be routine by the Board, or delegated to the Board Appointed Officers (BAOs) yet required by law or contract to be Board approved (EL-7.10). Any item may be removed for separate consideration at the request of a Board member. Whenever a resolution is on the consent calendar, a roll call vote will be taken on the entire calendar. Members of the public wishing to address the Board on any consent items may do so by filling out a Speaker Card and submitting it to the Clerk or using the "Raise Hand" tool located in the Zoom meeting application to identify themselves to speak.*

- 4.1. Accept the 2025 Board Advisory Agricultural Water Advisory Committee, Environmental and Water Resources Committee, and Santa Clara Valley Water Commission's Accomplishments Reports or as Presented by the Board's Advisory Committees/Commission Chairs. [26-0237](#)

Recommendation: Receive and accept the 2025 Board Advisory Agricultural Water Advisory Committee, Environmental and Water Resources Committee, and Santa Clara Valley Water Commission's Accomplishments Reports or as presented by the Board's Advisory Committees/Commission Chairs.

Manager: Wendy Ho, 408-630-3874

Attachments: [Attachment 1: 2025 Accomplishments Report, AWAC](#)  
[Attachment 2: 2025 Accomplishments Report, EWRC](#)  
[Attachment 3: 2025 Accomplishments Report, SCVWC](#)

- 4.2. Approve a Specific Brand or Trade Name Designation, Adopt Plans and Specifications, and Authorize Advertisement for Bids for the Penitencia Delivery and Force Main Inspection and Rehabilitation Project, Project No. 95084005, Contract No. C0727 (San Jose, District 3) [26-0058](#)

Recommendation:

- A. Find that the Penitencia Delivery and Force Main Inspection and Rehabilitation Project is substantially complex and, therefore, requires construction contract retention of ten percent (10%);
- B. Find that certain Supervisory Control and Data Acquisition (SCADA) instrumentation components, as specified in the Plans and Specifications, be designated specific brand or trade name products. Public Contract Code Section 3400(c) (2);
- C. Adopt the plans and specifications and authorize

- advertisement for bids for Construction of the Penitencia Delivery and Force Main Inspection and Rehabilitation Project, per the Notice to Bidders; and
- D. Authorize the Designated Engineer to issue addenda, as necessary, during the bidding process.

Manager: Emmanuel Aryee, 408-630-3074

Attachments: [Attachment 1: Notice to Bidders](#)  
[Attachment 2: Project Delivery Process Chart](#)  
[Attachment 3: Map](#)

- 4.3. Adopt Recommended Positions on State Legislation: AB 2051 (Wicks) [25-0998](#)  
Public Resources: Coastal Resilience Permitting Working Group, SB 872 (McNerney) Climate Change: Funding Priorities, SB 1085 (Durazo) Water Supply Planning: California Environmental Quality Act Determination, SB 1153 (Caballero) Disaster Preparedness: Urban Retail Water Suppliers And Public Water Systems: Wildfire, and Other Legislation Which May Require Urgent Consideration for a Position by the Board.

- Recommendation:
- A. Adopt a position of “Support” on: AB 2051 (Wicks) Public Resources: Coastal Resilience Permitting Working Group;
  - B. Adopt a position of “Support and Amend” on: SB 872 (McNerney) Climate Change: Funding Priorities;
  - C. Adopt a position of “Support” on: SB 1085 (Durazo) Water Supply Planning: California Environmental Quality Act Determination;
  - D. Adopt a position of “Support” on: SB 1153 (Caballero) Disaster Preparedness: Urban Retail Water Suppliers and Public Water Systems: Wildfire.

Manager: Marta Lugo, 408-630-2237

## 5. BOARD OF DIRECTORS:

- 5.1. Adopt a Resolution Authorizing Conveyance of a Real Property Interest to the Santa Clara Valley Transportation Authority (VTA) for the Bay Area Rapid Transit Silicon Valley Berryessa Extension Project; Authorize the Interim Chief Executive Officer to Execute the Quitclaim Deed and the Agreement to Acquire Easement Interests, and to Accept an Assignment of Utility and Ingress/Egress Easements (Milpitas, District 3). [26-0262](#)

- Recommendation:
- A. Adopt the Resolution DECLARING THAT A REAL PROPERTY INTEREST (EASEMENT 9433-3) OWNED BY THE SANTA CLARA VALLEY WATER DISTRICT ON APN 092-07-010 IS NO LONGER REQUIRED FOR DISTRICT USE AND THAT THE REAL PROPERTY INTEREST BE CONVEYED BY QUITCLAIM DEED TO THE SANTA CLARA VALLEY TRANSPORTATION

AUTHORITY AS OWNER OF APN 092-07-010  
PURSUANT TO SECTION 31(g) OF THE DISTRICT  
ACT (SAN JOSE, DISTRICT 3);

- B. Authorize the Interim CEO to execute a Quitclaim Deed (9433-3.1) conveying a Real Property Interest (Easement 9433-3) owned by Santa Clara Valley Water District on APN 092-07-010 to Santa Clara Valley Transportation Authority (VTA).
- C. Authorize the Interim CEO to approve an Easement Agreement with VTA, for acquisition of easement interests (9433-18, 9433-19, 9433-20, 9433-21, and 9433-23) on APNs 092-08-083 and 092-08-002; and
- D. Authorize the Interim CEO to accept the Assignment of Utility and Ingress/Egress Easements (9433-22) from VTA.

Manager: Lisa Bankosh, 408-630-2618

Attachments: [Attachment A: Gov. Code 84308](#)  
[Attachment 1: Map of Milpitas Transit Station](#)  
[Attachment 2: Resolution](#)  
[Attachment 3: Easement Agreement](#)  
[Attachment 4: Ingress/Egress Easements](#)  
[Attachment 5: Quitclaim Deed](#)

5.2. Board Committee Reports.

**6. WATER UTILITY ENTERPRISE:**

**7. WATERSHEDS:**

7.1. Approve the Budget Adjustment in the Amount of \$15,000,000 to the Fiscal Year 2026 Budget for the Upper Llagas Creek Flood Protection Project, Phase 2B, Project No. 26174055 (Morgan Hill, District 1). [26-0266](#)

Recommendation: Approve the budget adjustment in the amount of \$15,000,000 to the Fiscal Year 2026 Budget for the Upper Llagas Creek Flood Protection Project, Phase 2B.

Manager: Bhavani Yerraptou, 408-630-2735

**8. ASSISTANT CHIEF EXECUTIVE OFFICER:**

**9. EXTERNAL AFFAIRS:**

**10. CHIEF EXECUTIVE OFFICER:**

10.1. CEO and Chiefs' Report.

**11. ADMINISTRATION:**

**12. DISTRICT COUNSEL:**

**13. BOARD POLICY PLANNING CALENDAR/PROPOSED FUTURE BOARD AGENDA ITEMS:**

13.1. Review the Fiscal Year 2026 Board Policy Planning Calendar.

**14. BOARD MEMBER REPORTS/ANNOUNCEMENTS:**

**15. CLERK REVIEW AND CLARIFICATION OF BOARD REQUESTS:**

**16. ADJOURN:**

16.1 The Board will convene for the next Regular meeting at 1:00 p.m. on Tuesday, April 14, 2026, in the Santa Clara Valley Water District Headquarters Building Boardroom, 5700 Almaden Expressway, San Jose, California, and via Zoom teleconference.



# Santa Clara Valley Water District

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**File No.:** 26-0296

**Agenda Date:** 3/24/2026  
**Item No.:** 2.1.

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**NON-EXHIBIT/CLOSED SESSION ITEM**

**SUBJECT:**

CLOSED SESSION

PUBLIC EMPLOYEE APPOINTMENT

Pursuant to Government Code Section 54957(b)(1)

Title: Chief Executive Officer



# Santa Clara Valley Water District

File No.: 26-0238

Agenda Date: 3/24/2026

Item No.: 3.4.

## BOARD AGENDA MEMORANDUM

Government Code § 84308 Applies: Yes  No   
(If "YES" Complete Attachment A - Gov. Code § 84308)

### SUBJECT:

Consider the January 2026 Board Advisory Agricultural Water Advisory Committee, Environmental and Water Resources Committee, and Santa Clara Valley Water Commission's Recommendations to Approve the Board Advisory Committee Annual Work Plans.

### RECOMMENDATION:

Consider the January 2026 Board Advisory Agricultural Water Advisory Committee, Environmental and Water Resources Committee, and Santa Clara Valley Water Commission's recommendations to approve the Board Advisory Committee Annual Work Plans.

### SUMMARY:

The Board's Advisory Committees (Committees) were established to prepare policy alternatives and provide comment on activities in the implementation of Santa Clara Valley Water District's (Valley Water) mission for Board consideration. When requested by the Board, the Committees may help the Board produce the link between Valley Water and the public through information sharing to the communities they represent.

In keeping with the Board's broader focus, the Committees do not direct the implementation of Valley Water programs and projects, other than to receive information and provide comment for Board consideration.

The following Committees listed have their respective 2026 Annual Work Plans for approval by the Board (Attachments 1-3).

#### ❖ **Chairperson Trevor Garrod**

Agricultural Water Advisory Committee (AWAC) Annual Work Plan was approved at the January 5, 2026, Committee meeting for recommendation to the Board.

#### ❖ **Chairperson Bob Levy**

Environmental and Water Resources Committee (EWRC) Annual Work Plan was approved at the January 26, 2026, Committee meeting for recommendation to the Board.

❖ **Chairperson Murali Srinivasan**

Santa Clara Valley Water Commission (SCVWC) Annual Work Plan was approved with additions at the January 28, 2026, Commission meeting for recommendation to the Board.

**ENVIRONMENTAL JUSTICE IMPACT:**

The review and approval of the Board Advisory Committee Annual Work Plans are not subject to environmental justice analysis.

**FINANCIAL IMPACT:**

There is no financial impact associated with this item.

**CEQA:**

The recommended action does not constitute a project under CEQA because it does not have the potential for resulting in direct or reasonably foreseeable indirect physical change in the environment.

**ATTACHMENTS:**

Attachment 1: 2026 Work Plan, AWAC  
Attachment 2: 2026 Work Plan, EWRC  
Attachment 3: 2026 Work Plan, SCVWC

**UNCLASSIFIED MANAGER:**

Wendy Ho, 408-630-3874

# 2026 Work Plan: Agricultural Water Advisory Committee

Update: March 2026

The annual work plan establishes a framework for committee discussion and action during the annual meeting schedule. The committee work plan is a dynamic document, subject to change as external and internal issues impacting the District occur and are recommended for committee discussion. Subsequently, an annual committee accomplishments report is developed based on the work plan and presented to the District Board of Directors.

ITEM	WORK PLAN ITEM BOARD POLICY	MEETING DATE	INTENDED OUTCOME(S) (Action or Information Only)	ACCOMPLISHMENT DATE AND OUTCOME
1	Election of Chair and Vice Chair for 2026.	January 5	Committee Elects Chair and Vice Chair for 2026. <b>(Action)</b>	<b>Accomplished January 5, 2026</b> The Committee unanimously approved Vice Chairperson Trevor Garrod as Chairperson.  The Committee unanimously approved Tim Chiala as Vice Chairperson.
2	Annual Accomplishments Report.	January 5	Review and approve 2025 Accomplishments Report for presentation to the Board. <b>(Action)</b>  Submit requests to the Board, as appropriate.	<b>Accomplished January 5, 2026</b> The Committee unanimously approved the 2025 Annual Accomplishments Report for presentation to the Board.
3	Review and Discuss Resolution 17-75 and the Agricultural Water Advisory Committee (AWAC) Membership.	January 5	Review and discuss Reso. 17-75 and the AWAC Membership plan. <b>(Action)</b>  Submit requests to the Board, as appropriate.	<b>Accomplished January 5, 2026</b> The Committee discussed and noted the information, provided feedback, took no formal action, and expressed support for Committee members to remain actively engaged in agriculture and to conduct outreach within their respective areas to recruit potential new members.
4	Receive an Update on the Upper Llagas Flood Protection Project.	January 5	Receive update.	<b>Accomplished January 5, 2026</b> The Committee received and noted the information, provided feedback, and took no formal action.

Yellow = Update Since Last Meeting

Blue = Action taken by the Board of Directors

# 2026 Work Plan: Agricultural Water Advisory Committee

Update: March 2026

ITEM	WORK PLAN ITEM BOARD POLICY	MEETING DATE	INTENDED OUTCOME(S) (Action or Information Only)	ACCOMPLISHMENT DATE AND OUTCOME
5	<b>Review and Comment to the Board on the Fiscal Year 2026 – 2027 Preliminary Groundwater Production Charges.</b>	January 5 April 6	Review and comment to the Board on the Fiscal Year 2026-2027 Preliminary Groundwater Production Charges. <b>(Action)</b>  Submit requests to the Board, as appropriate.	<b>Accomplished January 5, 2026</b> The Committee received and noted the information, provided feedback, and took no formal action.
6	<b>Standing Items Report Fiscal Year 2026 Goals and Strategies.</b>	January 5 October 5	Receive reports on standing items, FY2026.	<b>Accomplished January 5, 2026</b> The Committee received the report on standing items for FY2025-2026 and took no action.
7	<b>Government Affairs Report</b>	January 5 April 6 July 6 October 5	Receive update.	<b>Accomplished January 5, 2026</b> The Committee received the verbal federal, state, and local government updates and confirmed staff are monitoring Proposition 1 and Proposition 4 for project funding; and noted Valley Water has not taken a position on the Santa Clara County's rural zoning amendments.
8	<b>Review and Approve the Proposed 2026 Agricultural Water Advisory Committee (AWAC) Work Plan and Recommend the Proposed 2026 AWAC Work Plan to the Board.</b>  <b>Review and Discuss Outcomes of Board Action of Committee Requests, and the Committee's Next Meeting Agenda.</b>	January 5 April 6 July 6 October 5	Review and approve the proposed 2026 Committee work plan and recommend the proposed 2026 AWAC Work Plan to the Board. <b>(Action)</b>  Review and discuss outcomes of Board action of Committee requests, and the Committee's next agenda.  And submit requests to the Board, as appropriate.	<b>Accomplished January 5, 2026</b> The Committee unanimously approved to recommend the proposed 2026 AWAC Work Plan to the Board with the amendment to incorporate the Committee's feedback.
9	<b>Receive Update on Sustainable Groundwater Management Act (SGMA) Compliance.</b>	April 6 July 6 October 5	Receive update on SGMA compliance and Semitropic banking.	

Yellow = Update Since Last Meeting

Blue = Action taken by the Board of Directors

## 2026 Work Plan: Agricultural Water Advisory Committee

Update: March 2026

ITEM	WORK PLAN ITEM BOARD POLICY	MEETING DATE	INTENDED OUTCOME(S) (Action or Information Only)	ACCOMPLISHMENT DATE AND OUTCOME
10	Receive an Update on Valley Water's South County Managed Aquifer Recharge Activities.	April 6	Receive update on Valley Water's South County managed aquifer recharge activities.	
11	Receive Update on West Valley and Lower Peninsula Watershed Master Plans.	July 6	Receive update on West Valley and Lower Peninsula Watershed Master Plans.	
12	Receive Update on One Water Plan Upper Pajaro Watershed Plan Priority Actions.	July 6	Receive information about development of the One Water Upper Pajaro Watershed Plan.  Review and provide input on One Water Upper Pajaro Watershed Plan Priority Actions.	
13	Receive Drought Preparedness Update and Discuss the Potential of Forming a Subcommittee.	July 6	Receive Drought Preparedness Update and discuss the potential of forming a subcommittee.	
14	Receive Update on Valley Water's Water Supply Master Plan (WSMP) Monitoring and Assessment Program.	October 5	Receive update on Valley Water's WSMP Monitoring and Assessment Program.	

Yellow = Update Since Last Meeting

Blue = Action taken by the Board of Directors

# 2026 Work Plan: Agricultural Water Advisory Committee

Update: March 2026

ITEM	WORK PLAN ITEM BOARD POLICY	MEETING DATE	INTENDED OUTCOME(S) (Action or Information Only)	ACCOMPLISHMENT DATE AND OUTCOME
15	Receive Update on Semitropic Groundwater Storage Bank.	October 5	Receive update on Semitropic Groundwater Storage Bank.	
16	Review Climate Change and the benefits of ecosystems on Agriculture in Santa Clara County.	TBD	Discuss how climate change impacts the benefits of ecosystems on agriculture within Santa Clara County.	
17	Receive information on the County of Santa Clara's Agricultural Outreach and Awareness Campaign.	TBD	Receive information on the County of Santa Clara's Agricultural Outreach and Awareness Campaign.	
18	Receive an update of Valley Water's activities of the Unhoused and information on how enforcement of violations of companies are handled within the County.	TBD	Receive an update of Valley Water's activities of the Unhoused and information on how the enforcement of violations of companies are handled within the County. Board is requesting the committee give more detailed information on this item for the Board's consideration.	

**BOARD WORK PLAN GOALS:**

1. **Integrated Water Resources Management** - Goal: Efficiently manage water resources across business areas.
2. **Water Supply** – Goal: Provide a reliable, safe, and affordable water supply for current and future generations in all communities served.
3. **Natural Flood Protection** – Goal: Provide natural flood protection to reduce risk and improve health and safety.
4. **Environmental Stewardship** – Goal: Sustain ecosystem health while managing local water resources for flood protection and water supply.
5. **Addressing Encampment of Unsheltered People** – Goal: safeguard water resources and facilities from encampment impacts.
6. **Extreme Weather Events** – Goal: Mitigate carbon emissions and adapt Valley Water operations to extreme weather events.

Yellow = Update Since Last Meeting

Blue = Action taken by the Board of Directors

7. **Business Management** – Goal: Promote effective management of water supply, flood protection, and environmental stewardship through responsive and socially responsible business services.

Yellow = Update Since Last Meeting

Blue = Action taken by the Board of Directors

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## 2026 Work Plan: Environmental and Water Resources Committee

Updated February 27, 2026

The annual work plan establishes a framework for committee discussion and action during the annual meeting schedule. The committee work plan is a dynamic document, subject to change as external and internal issues impacting the District occur and are recommended for committee discussion. Subsequently, an annual committee accomplishments report is developed based on the work plan and presented to the District Board of Directors.

ITEM	WORK PLAN ITEM BOARD POLICY	MEETING DATE	INTENDED OUTCOME(S) (Action or Information Only)	ACCOMPLISHMENT DATE AND OUTCOME
1	Election of Chair and Vice Chair for 2026	January 26	Committee Elects Chair and Vice Chair for 2026. <b>(Action)</b>	<b>Accomplished January 26, 2026</b> The Committee unanimously elected Bob Levy as Chairperson and Rebecca Gallardo as Vice Chairperson.
2	Annual Accomplishments Report	January 26	Review and approve 2025 Accomplishments Report for presentation to the Board. <b>(Action)</b>	<b>Accomplished January 26, 2026</b> The Committee unanimously approved the 2025 Accomplishments Report for presentation to the Board.
3	Update Status of Working Groups	January 26 April 20 July 20 October 19	Receive updates on the status of the working groups. <b>(Action)</b> Submit requests to the Board, as appropriate.	<b>Accomplished January 26, 2026</b> The Committee received the information and took no formal action.
4	Review of Environmental and Water Resources Committee Work Plan, the Outcomes of Board Action of Committee Requests and the Committee's Next Meeting Agenda	January 26 April 20 July 20 October 19	Receive and review the 2026 Board-approved Committee work plan. <b>(Action)</b> Submit requests to the Board, as appropriate.	<b>Accomplished January 26, 2026</b> The Committee unanimously approved to recommend the proposed 2026 EWRC Work Plan to the Board.
5	Standing Items Report Fiscal Year 2026 Goals and Strategies:	April 20 July 20 October 19	Receive quarterly reports on standing items. <b>(Information)</b>	

# 2026 Work Plan: Environmental and Water Resources Committee

Updated February 27, 2026

ITEM	WORK PLAN ITEM BOARD POLICY	MEETING DATE	INTENDED OUTCOME(S) (Action or Information Only)	ACCOMPLISHMENT DATE AND OUTCOME
6	Anderson Dam and FAHCE	January 26	Receive Update on Anderson Dam Seismic Retrofit Project and Incorporation of Fish and Aquatic Habitat Collaborative Effort (FAHCE) Conservation Measures for Coyote Creek.	<b>Accomplished January 26, 2026</b> The Committee received the information and took no formal action.
7	Stream Maintenance Program Update	July 20	Receive an update on SMP 3	
8	San Tomas/Calabazas realignment	April 20	Receive update on San Tomas/Calabazas realignment project Feedback on alternatives	
9	Sargent Ranch purchase	April 20	Receive an update on Valley Water's contribution to Sargent Ranch purchase	
10	Water Supply Master Plan Monitoring and Assessment Program	October 19	Receive update on MAP.	
11	Desalination Feasibility Study	January 26 October 19	Receive an update on the desalination feasibility study	<b>Accomplished January 26, 2026</b> The Committee received the information and took no formal action.
12	Pure Water Silicon Valley	July 20	Receive an update on the Pure Water Silicon Valley potable reuse project	
13	Review Fiscal Year 2026-2027 Board Work plan	October 19	Review Fiscal Year 2026-2027 Board Work Plan ( <b>Information</b> )	

## BOARD WORK PLAN GOALS:

1. **Integrated Water Resources Management** - Goal: Efficiently manage water resources across business areas.
2. **Water Supply** – Goal: Provide a reliable, safe, and affordable water supply for current and future generations in all communities served.
3. **Natural Flood Protection** – Goal: Provide natural flood protection to reduce risk and improve health and safety.
4. **Environmental Stewardship** – Goal: Sustain ecosystem health while managing local water resources for flood protection and water supply.
5. **Addressing Encampment of Unsheltered People** – Goal: safeguard water resources and facilities from encampment impacts.
6. **Extreme Weather Events** – Goal: Mitigate carbon emissions and adapt Valley Water operations to extreme weather events.
7. **Business Management** – Goal: Promote effective management of water supply, flood protection, and environmental stewardship through responsive and socially responsible business services.

# 2026 Work Plan: Santa Clara Valley Water Commission

Update: January 2026

The annual work plan establishes a framework for committee discussion and action during the annual meeting schedule. The Committee work plan is a dynamic document, subject to change as external and internal issues impacting the District occur and are recommended for committee discussion. Subsequently, an annual committee accomplishments report is developed based on the work plan and presented to the District Board of Directors.

ITEM	WORK PLAN ITEM BOARD POLICY	MEETING DATE	INTENDED OUTCOME(S) (Action or Information Only)	ACCOMPLISHMENT DATE AND OUTCOME
1	Election of Chair and Vice Chair for 2026	January 28	<ul style="list-style-type: none"> <li>Commission Elects Chair and Vice Chair for 2026. <b>(Action)</b></li> </ul>	<p><b>Accomplished January 28, 2026</b> The Committee approved Hon. Member Srinivasan as Commission Chairperson and Hon. Member Rennie as Vice Chairperson.</p>
2	2025 Accomplishments Report	January 28	<ul style="list-style-type: none"> <li>Review and approve 2025 Accomplishments Report for presentation to the Board. <b>(Action)</b></li> <li>Submit requests to the Board, as appropriate.</li> </ul>	<p><b>Accomplished January 28, 2026</b> The Commission unanimously approved the 2025 Annual Accomplishments Report for presentation to the Board.</p>
3	2026 Work Plan: Review of Santa Clara Valley Water Commission Work Plan, the Outcomes of Board Action of Commission Requests and the Commission's Next Meeting Agenda, and Recommend the Proposed 2025 Water Commission Work Plan to the Board	Vote: January 28 Review: April 8 July 22 October 28	<ul style="list-style-type: none"> <li>Receive and review the FY2025-2026 Board-approved Committee work plan. <b>(Information)</b></li> <li>Submit requests to the Board, as appropriate. <b>(Action)</b></li> </ul>	<p><b>Accomplished January 28, 2026</b> The Commission approved their 2026 work plan with the addition of an item relating to an information review of impact of Artificial Intelligence (AI) and data centers on Valley Water requirements and supply. The Commission unanimously approved the 2025 Annual Accomplishments Report for presentation to the Board.</p>
4	Approve 2026 Meeting Schedule	January 28	<ul style="list-style-type: none"> <li>Discuss and approve 2026 meeting schedule. <b>(Action)</b> January 28 April 8 July 22 (may be changed to Aug.) October 28</li> </ul>	<p><b>Accomplished January 28, 2026</b> The Commission approved the 2026 Meeting Schedule.</p>

Yellow = Update Since Last Meeting

Blue = Action by the Board of Directors

# 2026 Work Plan: Santa Clara Valley Water Commission

Update: January 2026

ITEM	WORK PLAN ITEM BOARD POLICY	MEETING DATE	INTENDED OUTCOME(S) (Action or Information Only)	ACCOMPLISHMENT DATE AND OUTCOME
5	Review and comment to the Board relating to the Fiscal Year 2026-2027 Preliminary Groundwater Production Charges	January 28 April 8	<ul style="list-style-type: none"> <li>Review and comment to the Board on the Fiscal Year 2026-2027 Preliminary Groundwater Production Charges. <b>(Information)</b></li> <li>Receive/discuss community outreach/messaging of groundwater rates. <b>(Information)</b></li> <li>Submit requests to the Board, as appropriate.</li> </ul>	<p><b>Accomplished January 28, 2026</b> The Commission reviewed and commented on the Fiscal Year 2026-2027 Preliminary Groundwater Production Charges.</p>
6	Standing Items Report Fiscal Year 2026 Goals and Strategies	January 28 October 28	<ul style="list-style-type: none"> <li>Receive reports on FY25-26 Valley Water Board Work Plan standing items <b>(Information)</b></li> </ul>	<p><b>Accomplished January 28, 2026</b> The Commission received the Standing Items Report Fiscal Year 2026 Goals and Strategies report.</p>
7	Review and comment to the Board relating to the Development of Valley Water's Water Supply Master Plan 2050	January 28	<ul style="list-style-type: none"> <li>Receive Information and Provide Feedback on the Development of Valley Water's Water Supply Master Plan 2050. <b>(Action)</b></li> <li>Receive information relating to possible desalination projects in the WSMP 2050 <b>(Information)</b></li> </ul>	<p><b>Accomplished January 28, 2026</b> The Commission reviewed and commented the Board relating to the Development of Valley Water's Water Supply Master Plan 2050.</p>
8	Overview of Valley Water's Role in Emergency Preparedness and Response	TBD	<ul style="list-style-type: none"> <li>Receive overview of Valley Water's Role in Emergency Preparedness and Response. <b>(Information)</b></li> </ul>	
9	Overview of Valley Water's Water Conservation Programs	TBD	<ul style="list-style-type: none"> <li>Receive information from Valley Water relating to water conservation programs. <b>(Information)</b></li> </ul>	
10	Tour a VW Water Supply Facility	TBD	<ul style="list-style-type: none"> <li>Conduct tour <b>(Information)</b></li> </ul>	

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# 2026 Work Plan: Santa Clara Valley Water Commission

Update: January 2026

ITEM	WORK PLAN ITEM BOARD POLICY	MEETING DATE	INTENDED OUTCOME(S) (Action or Information Only)	ACCOMPLISHMENT DATE AND OUTCOME
11	Update of AB 1469 relating to Unhoused	TBD	<ul style="list-style-type: none"> <li>Receive update on AB 1469 relating to unhoused <b>(Information)</b></li> </ul>	
12	Overview/Update of Valley Water's Flood Protection Projects	TBD	<ul style="list-style-type: none"> <li>Receive information from Valley Water relating to flood protection projects and efforts. <b>(Information)</b></li> </ul>	
13	Informational review of impact of AI and data centers on Valley Water requirements and supply	TBD	<ul style="list-style-type: none"> <li>Receive information relating to impact of AI and data centers on Valley Water requirements and supply. <b>(Information)</b></li> </ul>	
14	Water Use Projections, Water Demand Elasticity and Customer Affordability Study	TBD	<ul style="list-style-type: none"> <li>Receive information relating to Water Use Projections, Water Demand Elasticity and Customer Affordability Consultant Study <b>(Information)</b></li> </ul>	

**BOARD WORK PLAN GOALS:**

- 1. Integrated Water Resources Management** – Goal: Efficiently manage water resources across business areas.
- 2. Water Supply** – Goal: Provide a reliable, safe, and affordable water supply for current and future generations in all communities served.
- 3. Natural Flood Protection** – Goal: Provide natural flood protection to reduce risk and improve health and safety.
- 4. Environmental Stewardship** – Goal: Sustain ecosystem health while managing local water resources for flood protection and water supply.
- 5. Addressing Encampments of Unsheltered People** – Goal: safeguard water resources and facilities from encampment impacts.
- 6. Extreme Weather Events** – Goal: Mitigate carbon emissions and adapt Valley Water operations to extreme weather events.
- 7. Business Management** – Goal: Promote effective management of water supply, flood protection, and environmental stewardship through responsive and socially responsible business services.

Yellow = Update Since Last Meeting

Blue = Action by the Board of Directors

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# Santa Clara Valley Water District

File No.: 26-0208

Agenda Date: 3/24/2026

Item No.: 3.5.

## BOARD AGENDA MEMORANDUM

Government Code § 84308 Applies: Yes  No   
(If "YES" Complete Attachment A - Gov. Code § 84308)

### SUBJECT:

Receive an Update on the Status of Santa Clara Valley Water's Pension and Other Post-Employment Benefits Unfunded Liabilities.

### RECOMMENDATION:

- A. Receive information on the status of Santa Clara Valley Water District's Pension and other Post-Employment Benefit unfunded liabilities; and
- B. Provide direction to staff as necessary.

### SUMMARY:

The purpose of this agenda memo is to provide a status of Santa Clara Valley Water District's (Valley Water) pension and Other Post-Employment Benefits (OPEB) unfunded liabilities, which are estimated at \$264 million and \$84.7 million respectively as of June 30, 2025.

Valley Water's OPEB Trust Fund continues to perform well. The investment return for FY 25 was 12.3%, which surpassed the targeted 6%. The status on OPEB's unfunded liability will be presented by Valley Water Chief Financial Officer, Darin Taylor. The OPEB Unfunded Liability PowerPoint presentation will be distributed as a supplemental agenda item and made available on March 20, 2026.

The unfunded pension liability is highly dependent on the investment returns of Valley Water's pension plan within the California Public Employees' Retirement System (CalPERS). With the assumption of a 6.8% average annual return, Valley Water's plan is projected to achieve a 100% funded level by FY 2036-37. Ira Summer, Retirement Program Advisor for TrueComp (formerly GovInvest Inc.), will present the status on pension unfunded liability, which will include information on CalPERS pension basics and a comparison of Valley Water's funded status versus other comparable agencies (See attachment 2).

### ENVIRONMENTAL JUSTICE IMPACT:

There are no Environmental Justice impacts associated with this item.

**FINANCIAL IMPACT:**

There is no financial impact related to this agenda item.

**CEQA:**

The recommended action does not constitute a project under CEQA because it does not have the potential for resulting in direct or reasonably foreseeable indirect physical change in the environment.

**ATTACHMENTS:**

Attachment 1: PowerPoint, CalPERS Pension

**UNCLASSIFIED MANAGER:**

Darin Taylor, 408-630-3068

# CalPERS

# 2026 Pension Update

Santa Clara Valley Water District, CA

March 24, 2026



# Agenda

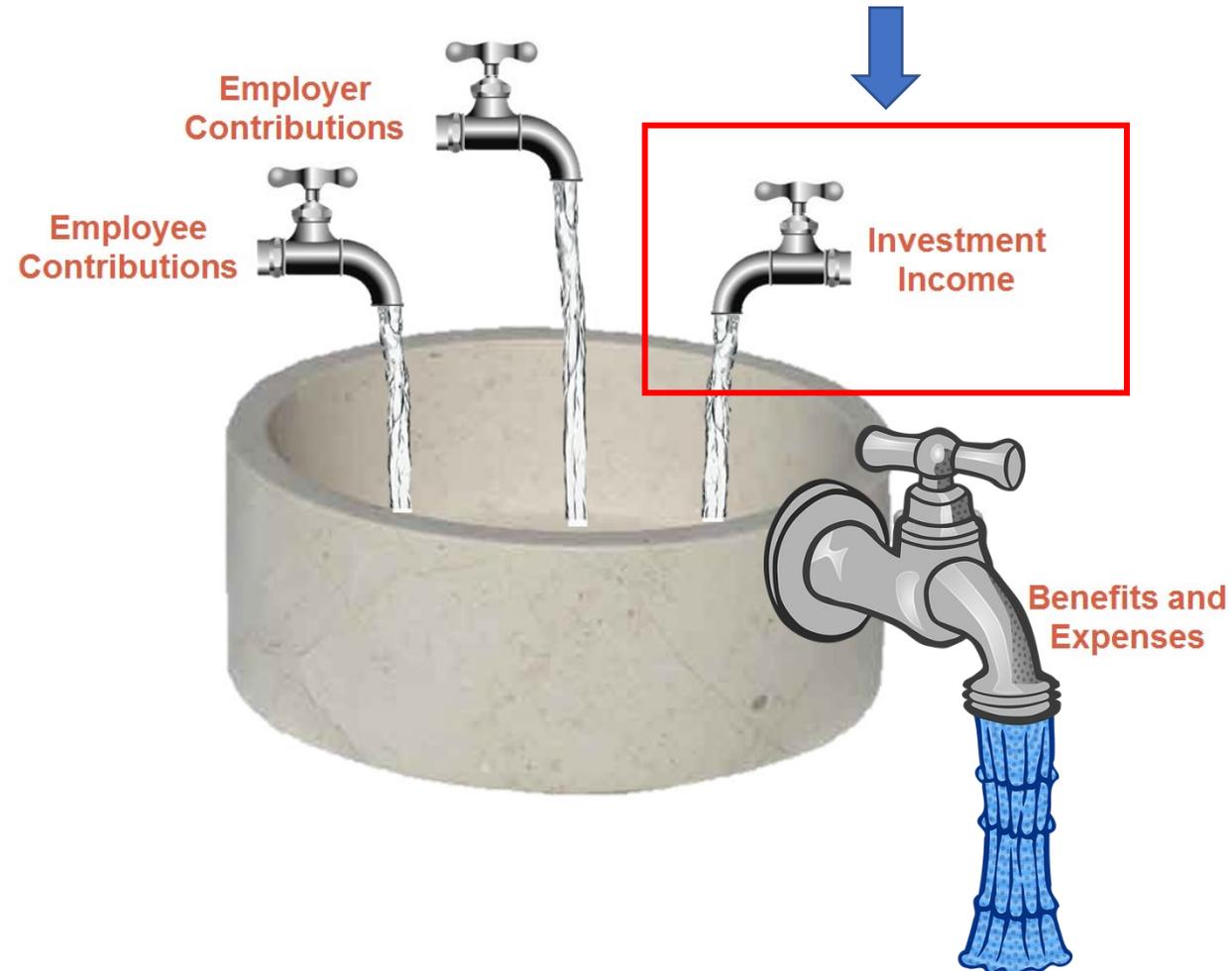
- CalPERS Pension Basics
- Comparison to other CalPERS Agencies
- Changes to CalPERS and the Impact of these Changes
- Addressing Unfunded Liability

# CalPERS Pension Basics

# Money going into CalPERS is equal to the Money coming out of CalPERS

Major Driver of Plan Cost

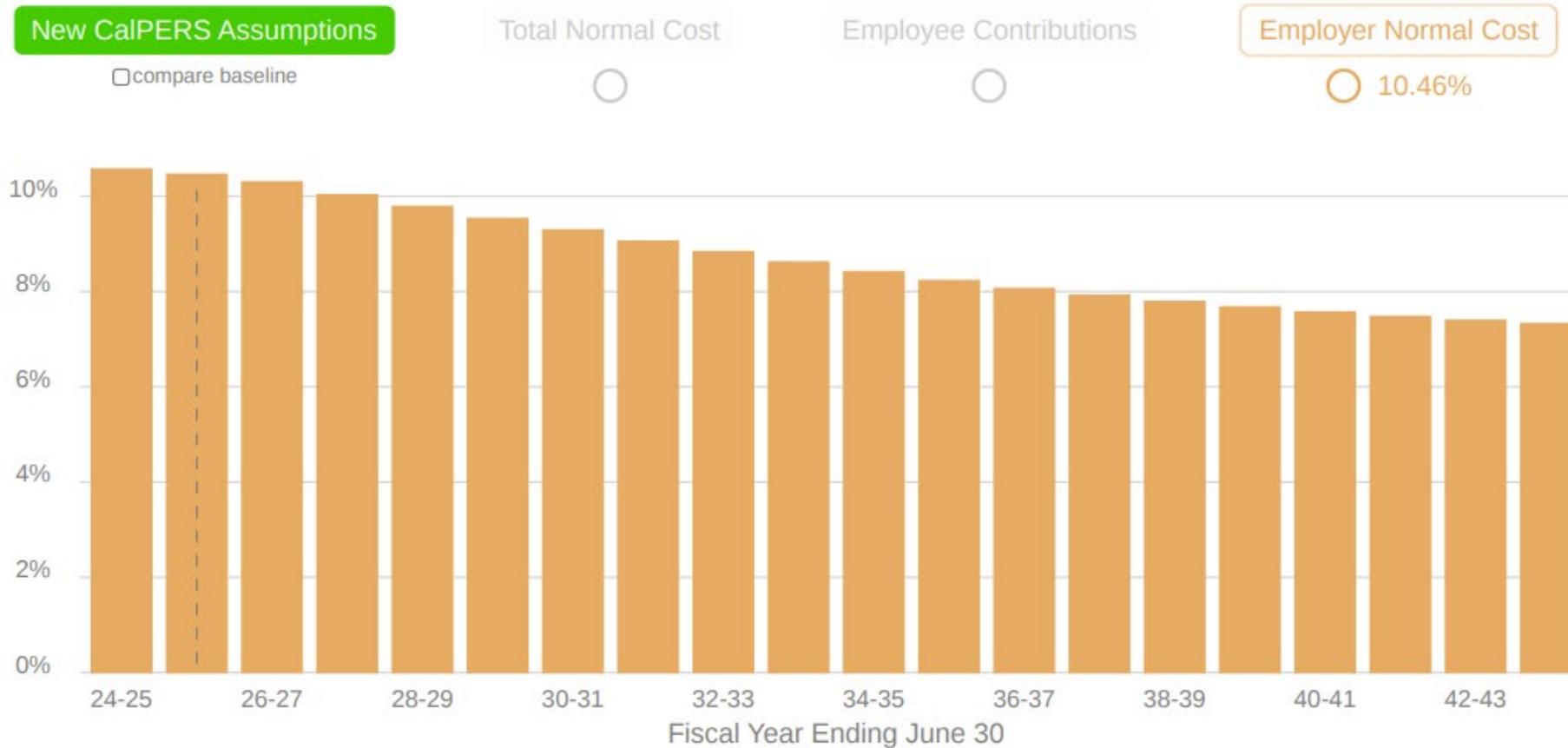
## Funding a Pension Plan



# Santa Clara Valley Water has 3 Benefit Structures within CalPERS for Miscellaneous Employees

	Miscellaneous Tier 1	Miscellaneous Tier 2	PEPRA Miscellaneous
<b>Hire Date</b>	On or Before 2/29/2012	Between 3/1/2012 and 12/31/2012	On or After 01/01/2013
<b>Formula</b>	2.5% @ 55	2% @ 60	2% @ 62
<b>Final Pay Period</b>	12 months	36 months	36 months
<b>COLA</b>	2% per year	2% per year	2% per year
<b>Employee Contributions</b>	8% of pay	7% of pay (picked up by District)	7.25% of pay (50% of Normal Cost)

# Normal Cost will decrease as a percent of payroll as the workforce shifts toward PEPRA

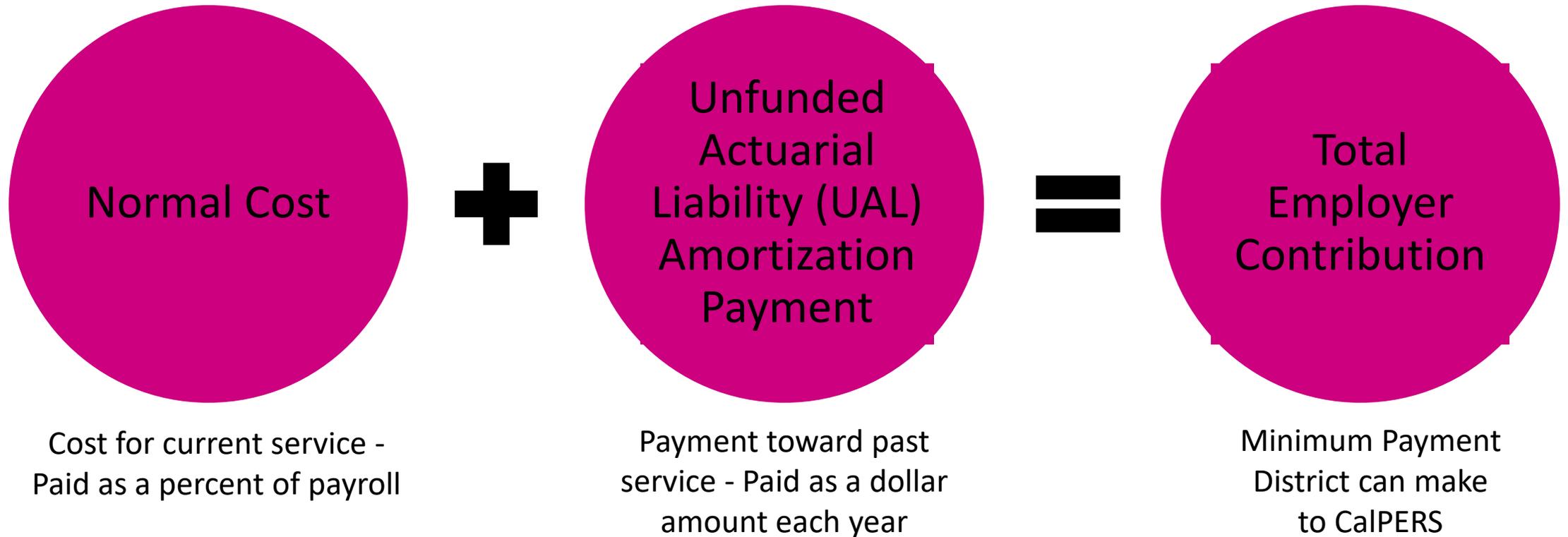


# How is the District doing Relative to Other Agencies?

# Comparison Metrics

- Funded Percentage
  - Plan assets divided by Plan liabilities
  - Calculated as of June 30, 2024
- Total Contribution Percentage
  - Required Contribution divided by Projected Pensionable Compensation
  - Payable in Fiscal Year 2026/27

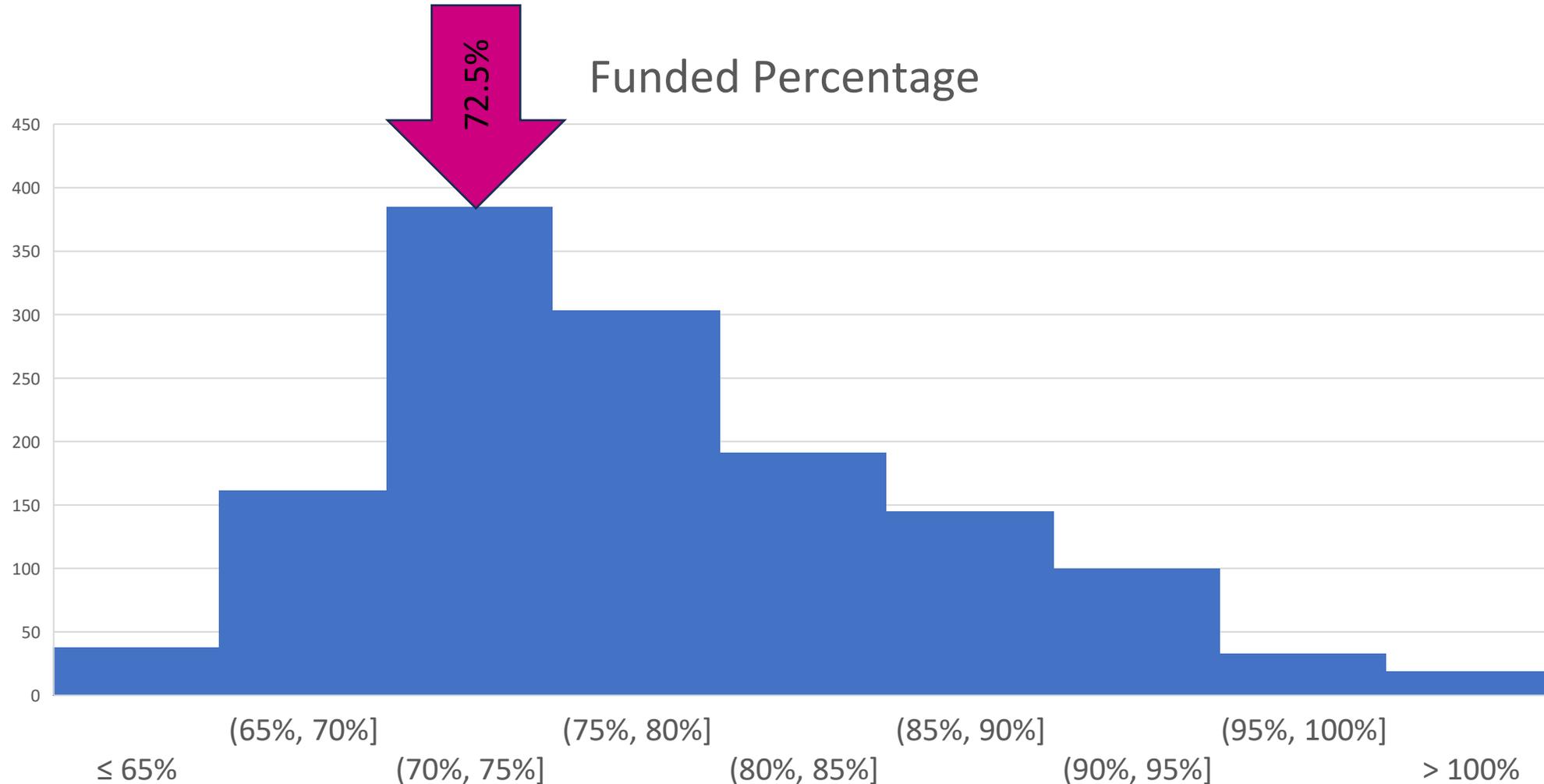
# Actuarially Determined Contribution



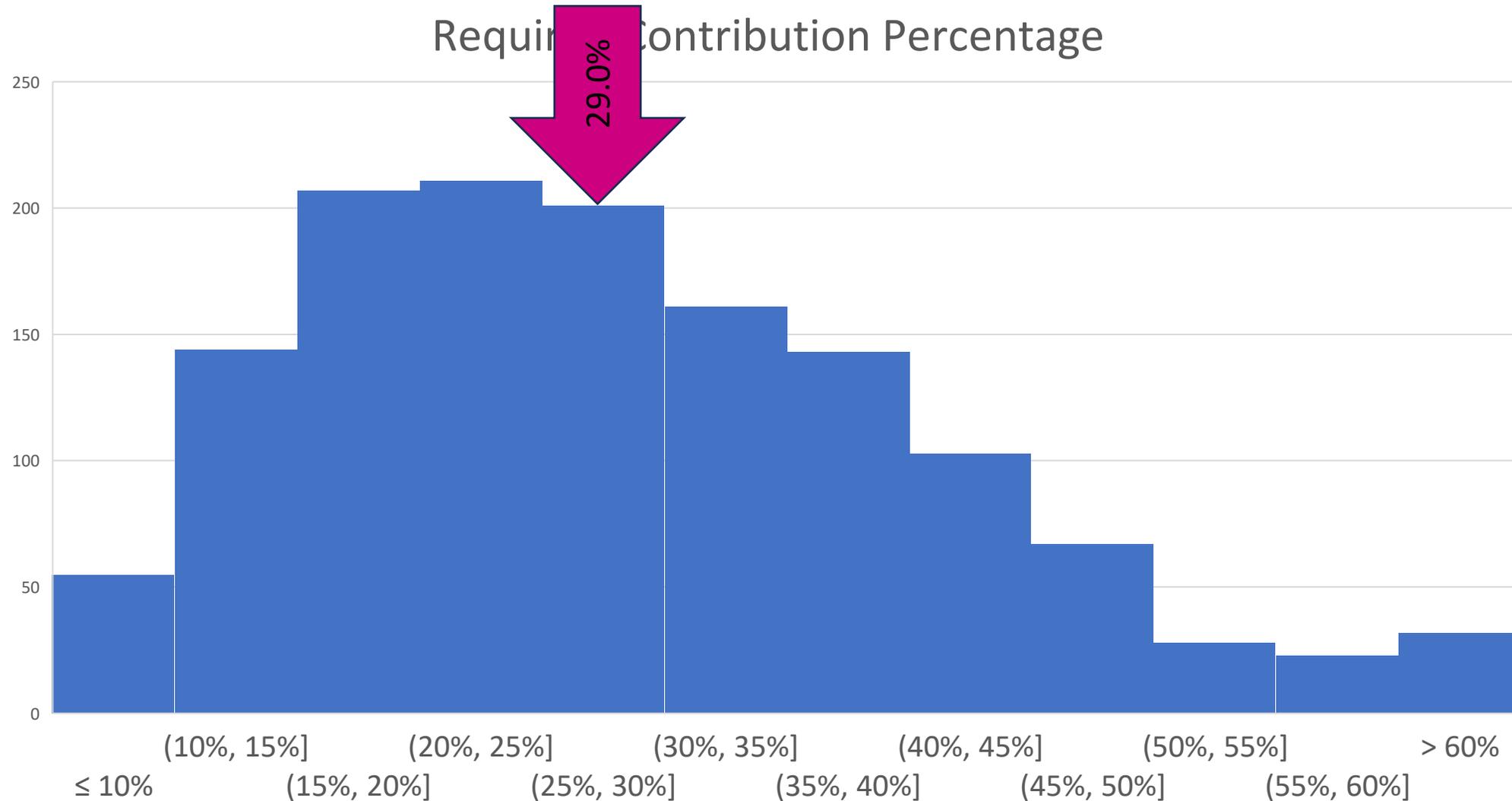
# Comparison Group

- Comparisons are made to similar classifications:
  - Miscellaneous Plan against all Miscellaneous Plans.

# Miscellaneous Plans Funded Percentage as of June 30, 2024 (72.5%)



# Miscellaneous Plans Employer Contribution Rate for Fiscal Year 2026/27(29.0%)



# Changes to CalPERS

# Additional Contributions

# Impact of Additional Contributions

- The District has been addressing its Unfunded Actuarial Liability by making additional contributions each year to CalPERS
- These contributions are equal to the sum of:
  - 2% of Pay, and
  - \$3 Million

## Additional Discretionary Payment History

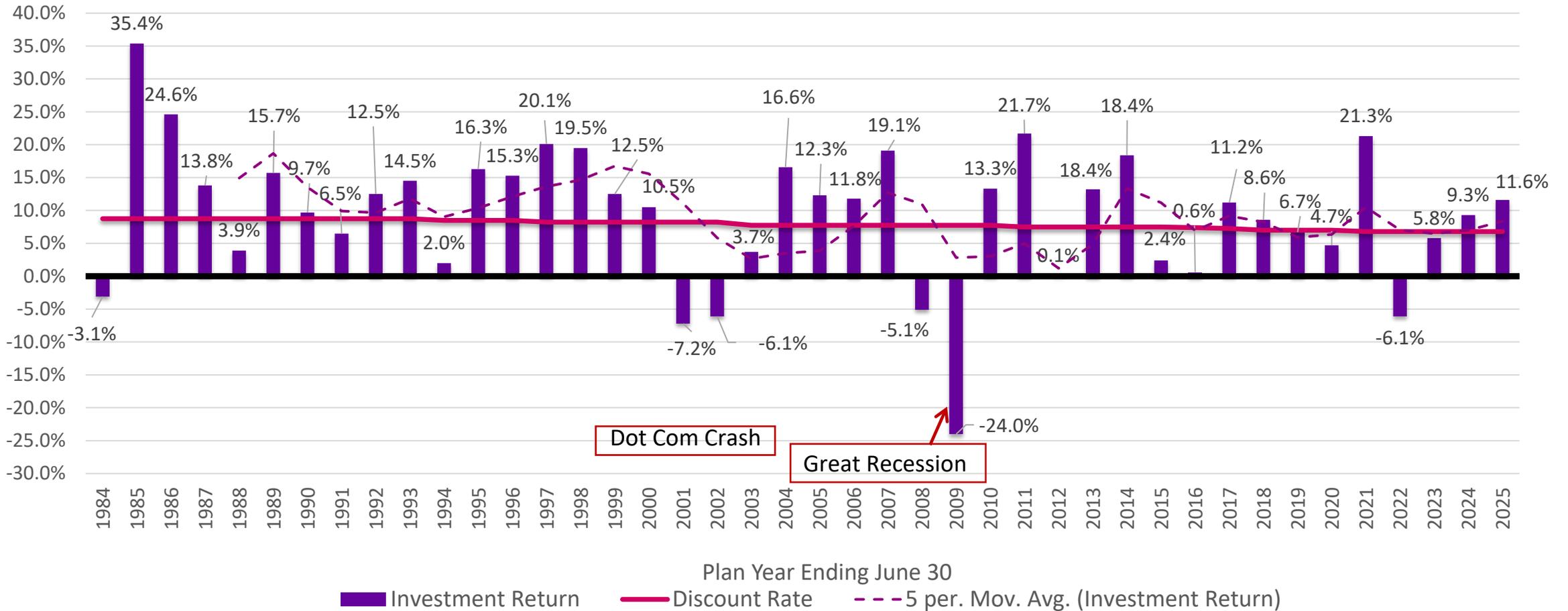
The following table provides a recent history of actual ADPs made to the plan.

<u>Fiscal Year</u>	<u>ADP</u>	<u>Fiscal Year</u>	<u>ADP</u>
2017-18	N/A	2021-22	\$5,528,492
2018-19	\$3,500,000	2022-23	5,278,340
2019-20	4,051,000	2023-24	7,166,964
2020-21	4,661,955	2024-25	5,936,726

# Preliminary CalPERS Investment Return: **11.6% in 2024/25**

CalPERS beat the Assumed Rate of Return each of the past  
two years

# CalPERS Preliminary Investment Returns versus Assumed Investment Return



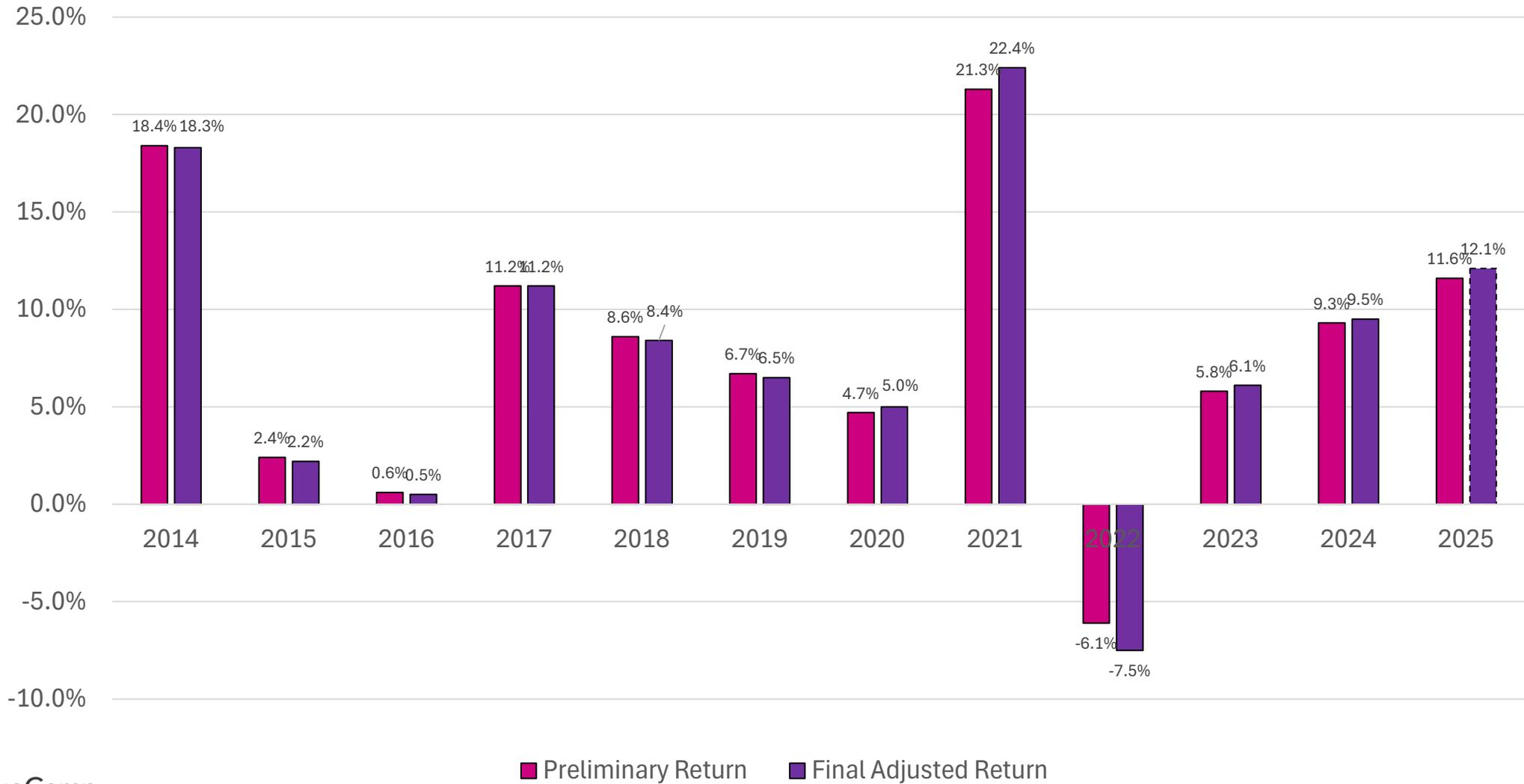
Discount Rate = Assumed Investment Return Rate

# More Money from Investment Return means Less Money Required from Contributions



**Finalize 2024-25  
Investment Return at 12.1%**

# CalPERS Historical Pattern of Prelim and Final Adjusted Investment Returns



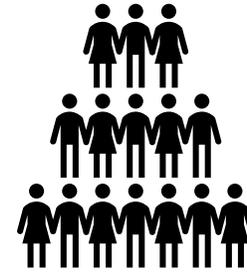
# Update Assumptions Based on Experience Analysis

# CalPERS Projects Future Benefit Payments using a Series of Assumptions



## Economic

- Inflation
- Investment Return
- Salary Growth



## Demographic

- Retirement
- Disability
- Death
- Termination

# Highlights of Changes to Actuarial Assumptions

- **Discount Rate:** No Change to current rate 6.8%
- **Inflation Rate:** Increase from 2.3% to 2.5%
- **Wage Growth:** Increase from 2.8% to 3.0%
- **Salary Growth:** No Change current rate of 2.8%
- **Mortality:** Minor improvement to female base rates and add normal improvement progression

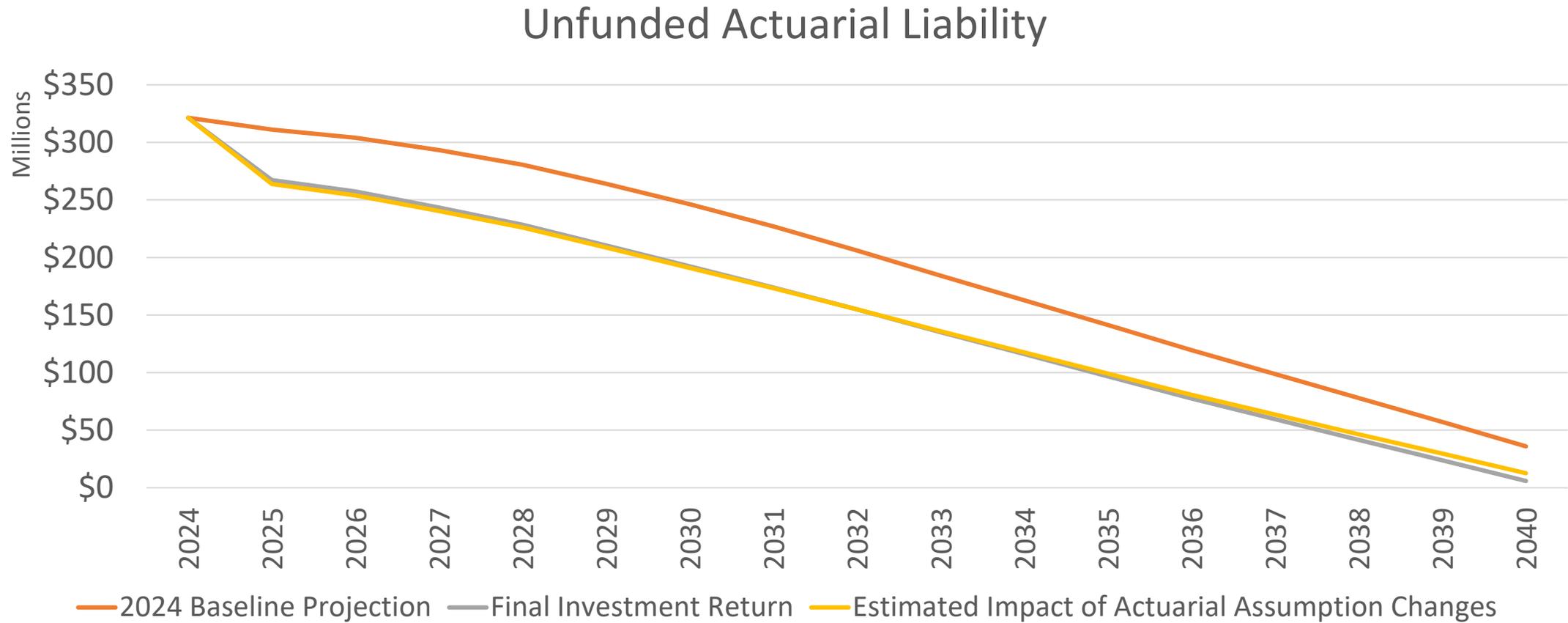
# When will you see impact of changes?

- Changes will appear in the June 30, 2025 actuarial valuation reports
- Reports are expected to be released in August 2026
- Contributions from these valuations will take effect in Fiscal Year 2027-28

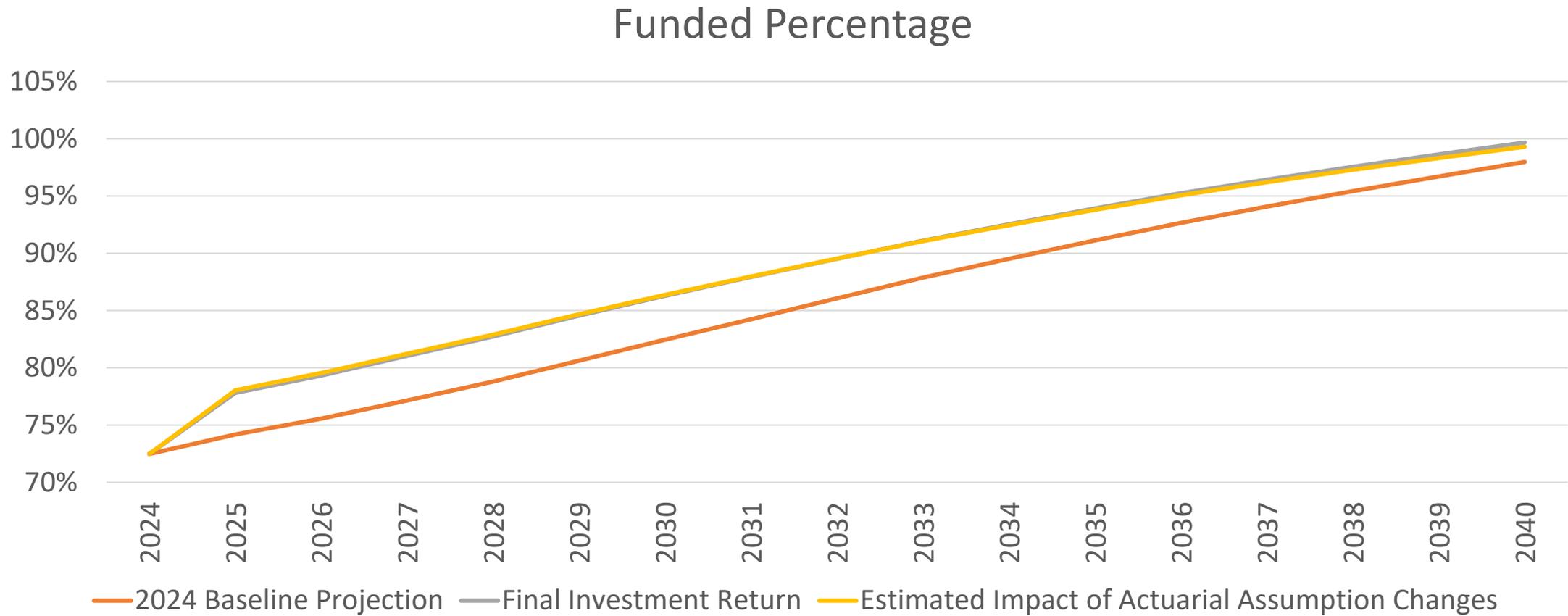
# What is the Impact of those Changes?

How did the above change impact Funded Percentage and Contribution? Now and in the future?

# Unfunded Actuarial Liability

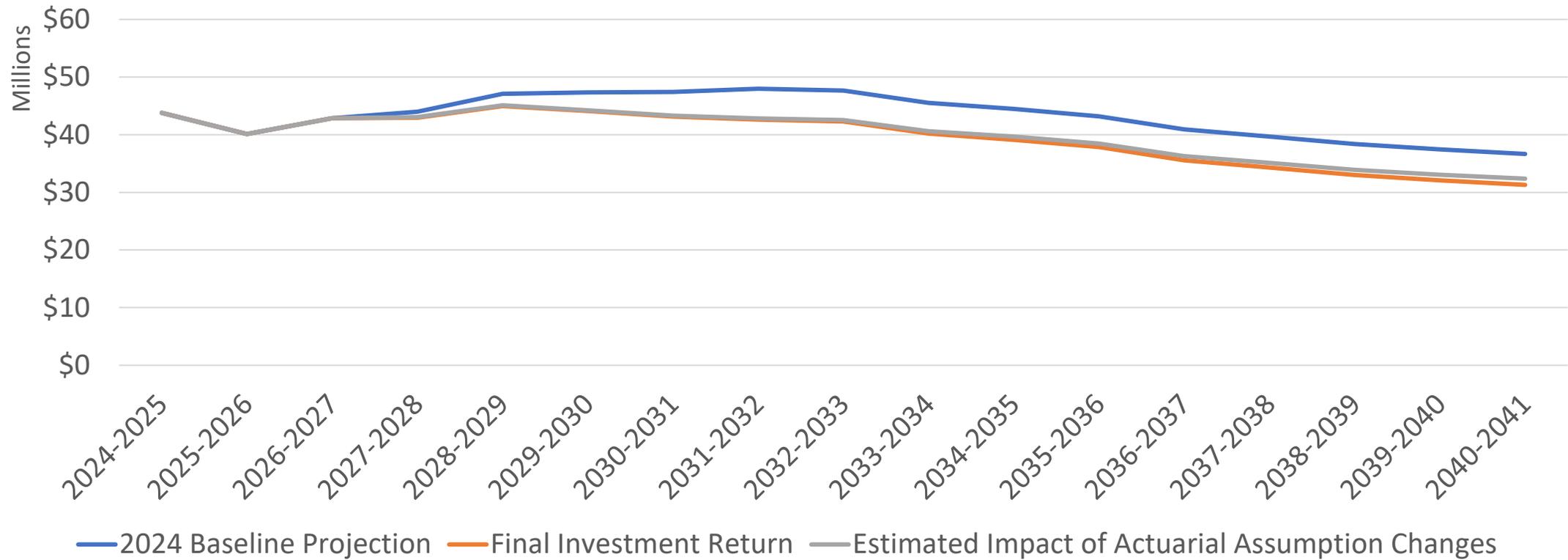


# Funded Percentage

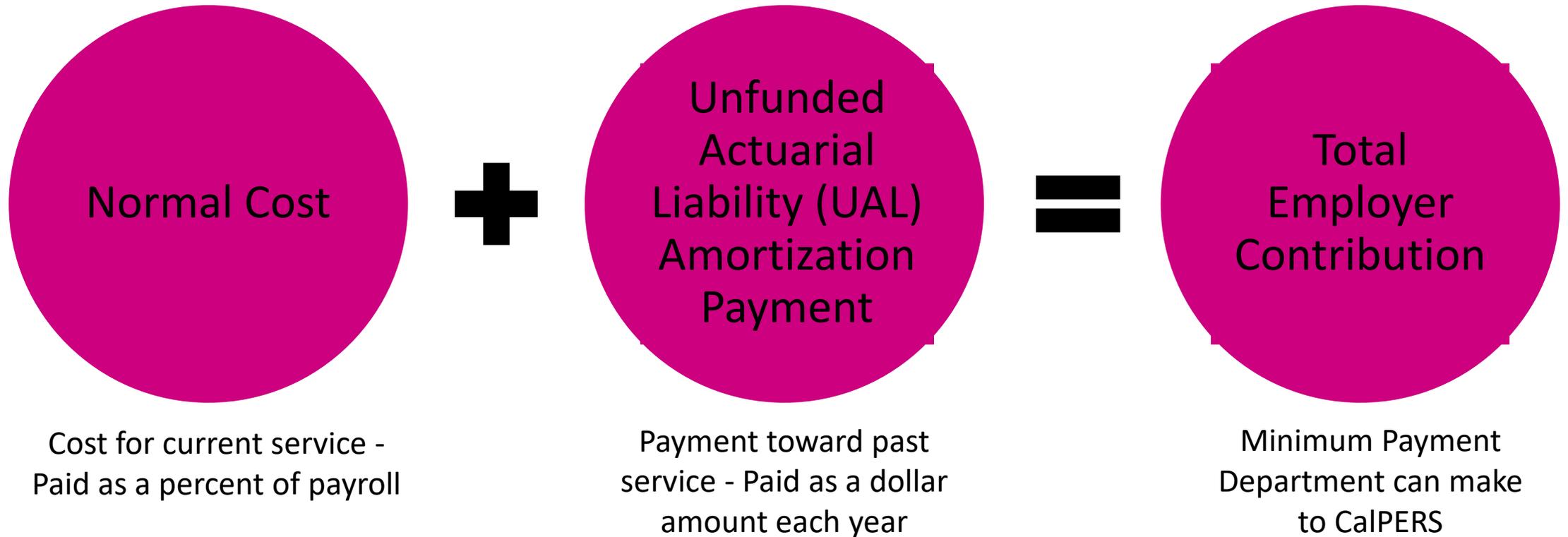


# Employer Required Contributions

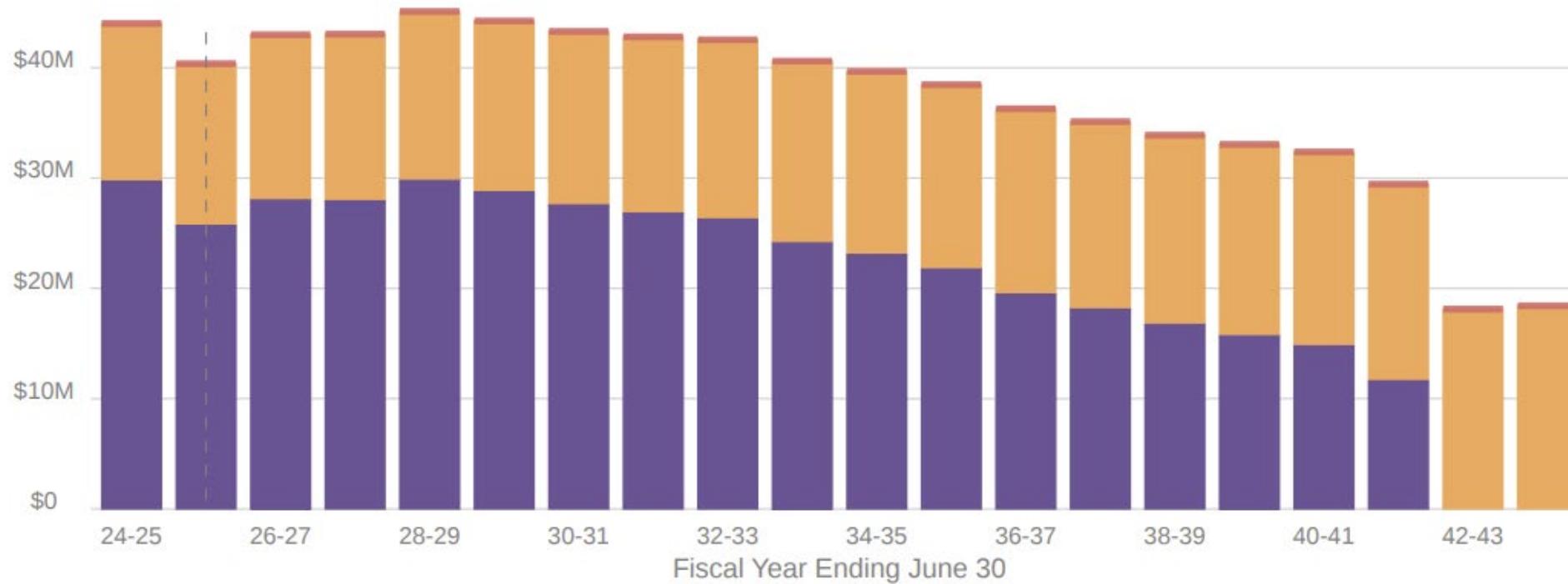
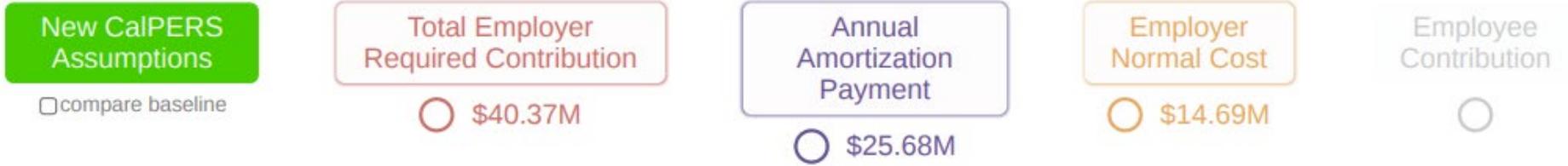
## Required Employer Contribution



# Actuarially Determined Contribution



# Employer Required Contributions



# Impact of Additional Contributions

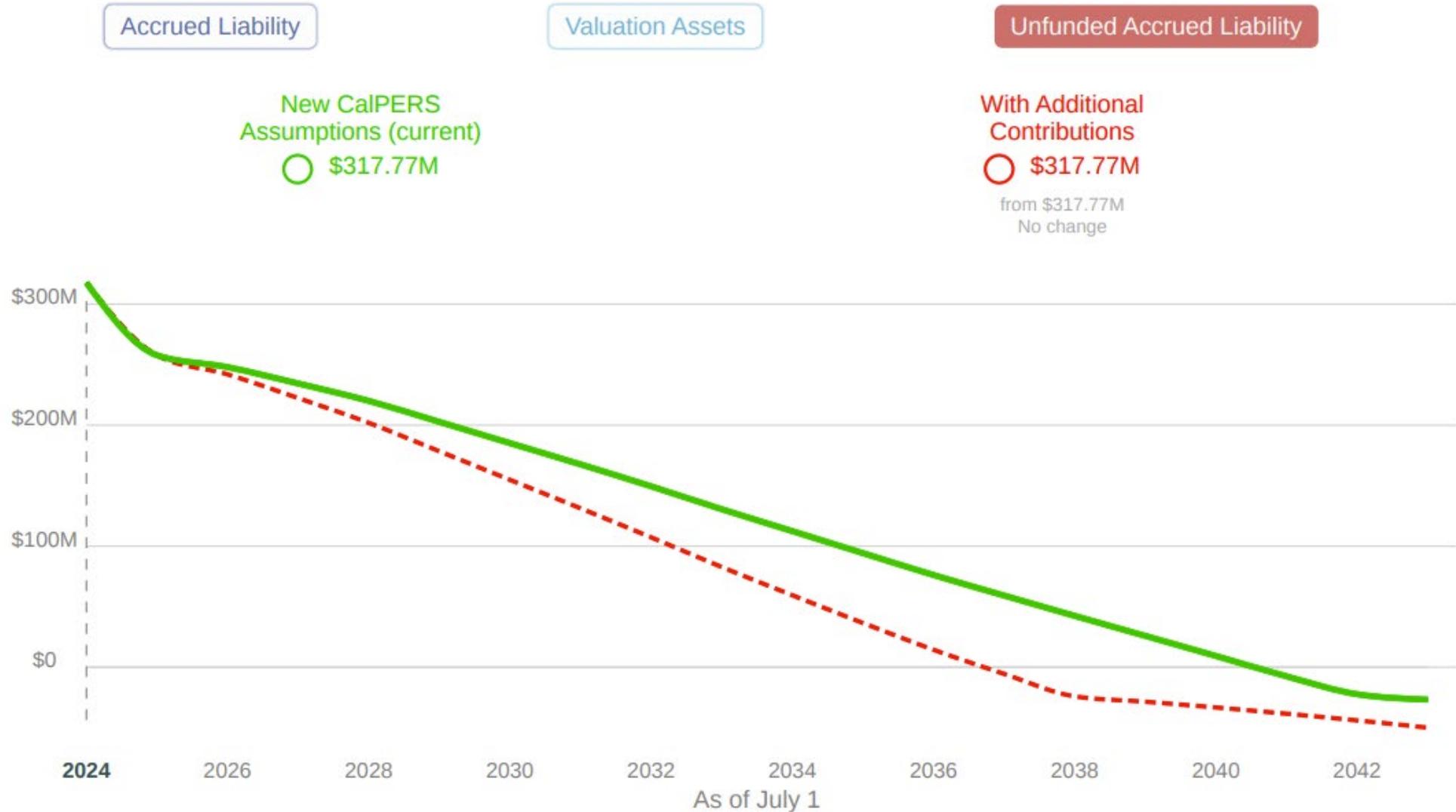
# Why Address Unfunded Actuarial Liability?

- Most of the increase in Required Contribution is due to payment toward Unfunded Actuarial Liability
- District is effectively paying interest to CalPERS for Unfunded Actuarial Liability
- Current interest rate is 6.8%

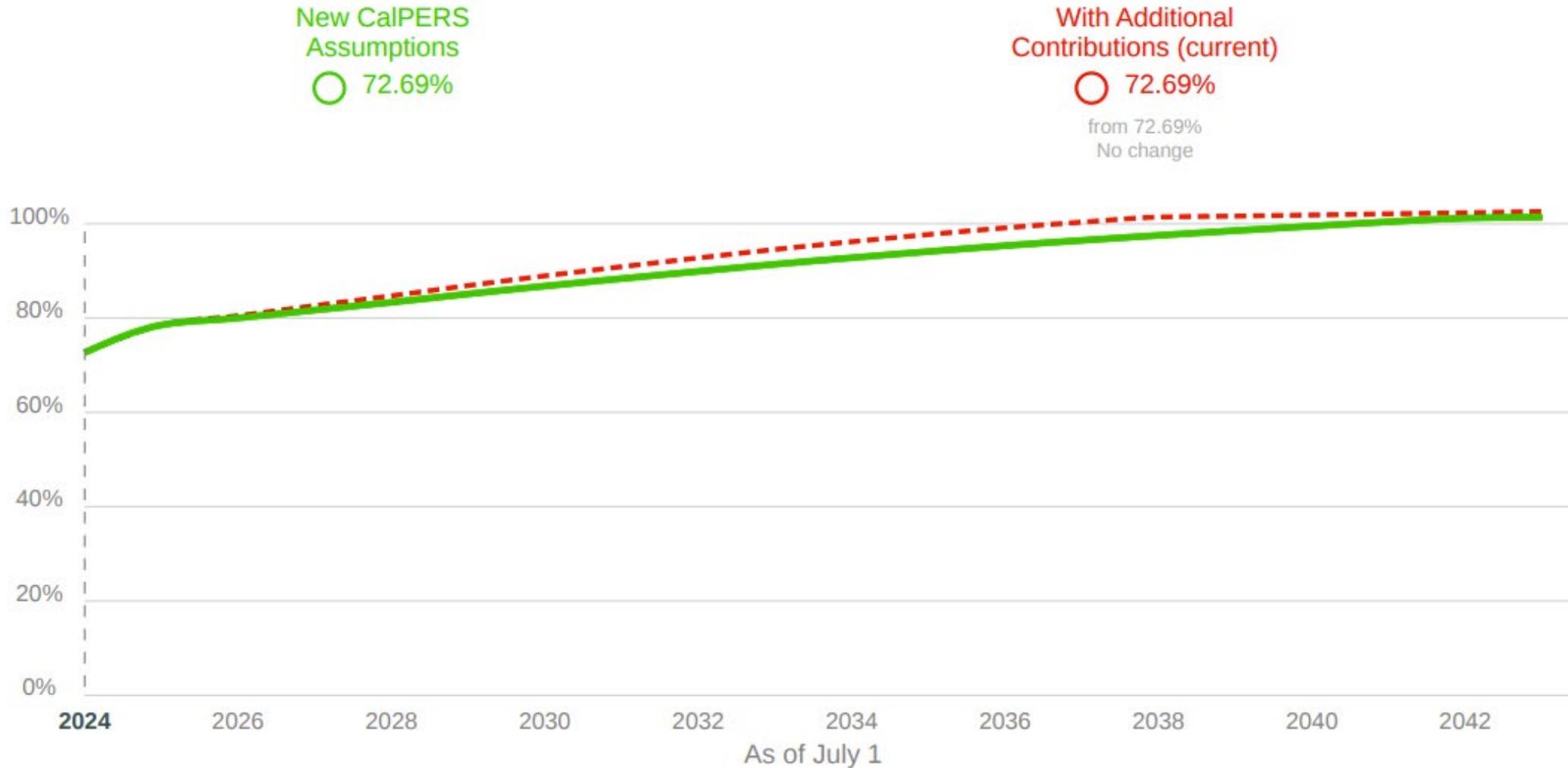
# Impact of Additional Contributions

- The District is addressing its Unfunded Actuarial Liability by making additional contributions each year to CalPERS
- These contributions are equal to the sum of:
  - 2% of Pay, and
  - \$3 Million
- This section shows the impact of these additional contributions

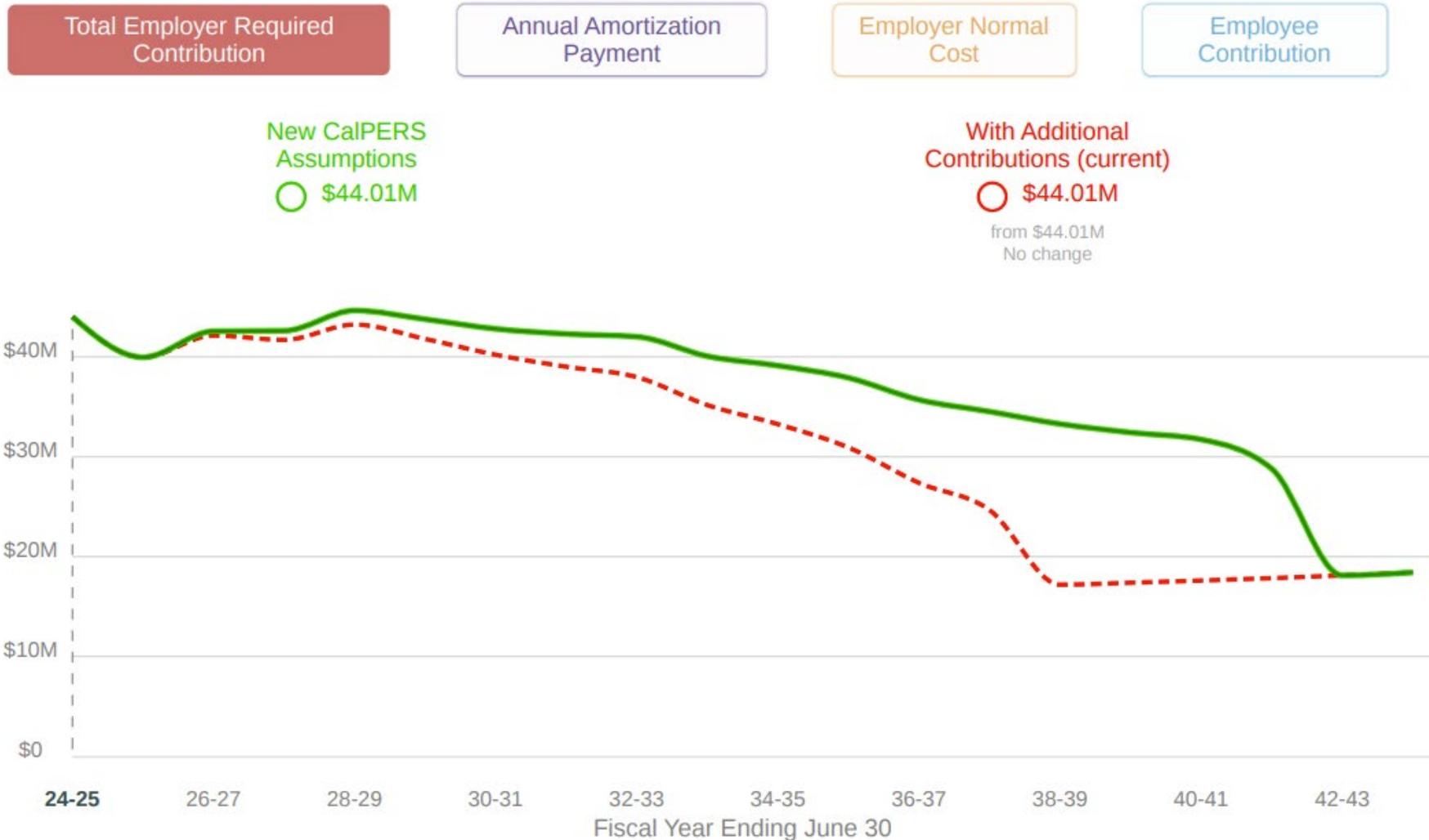
# Unfunded Actuarial Liability



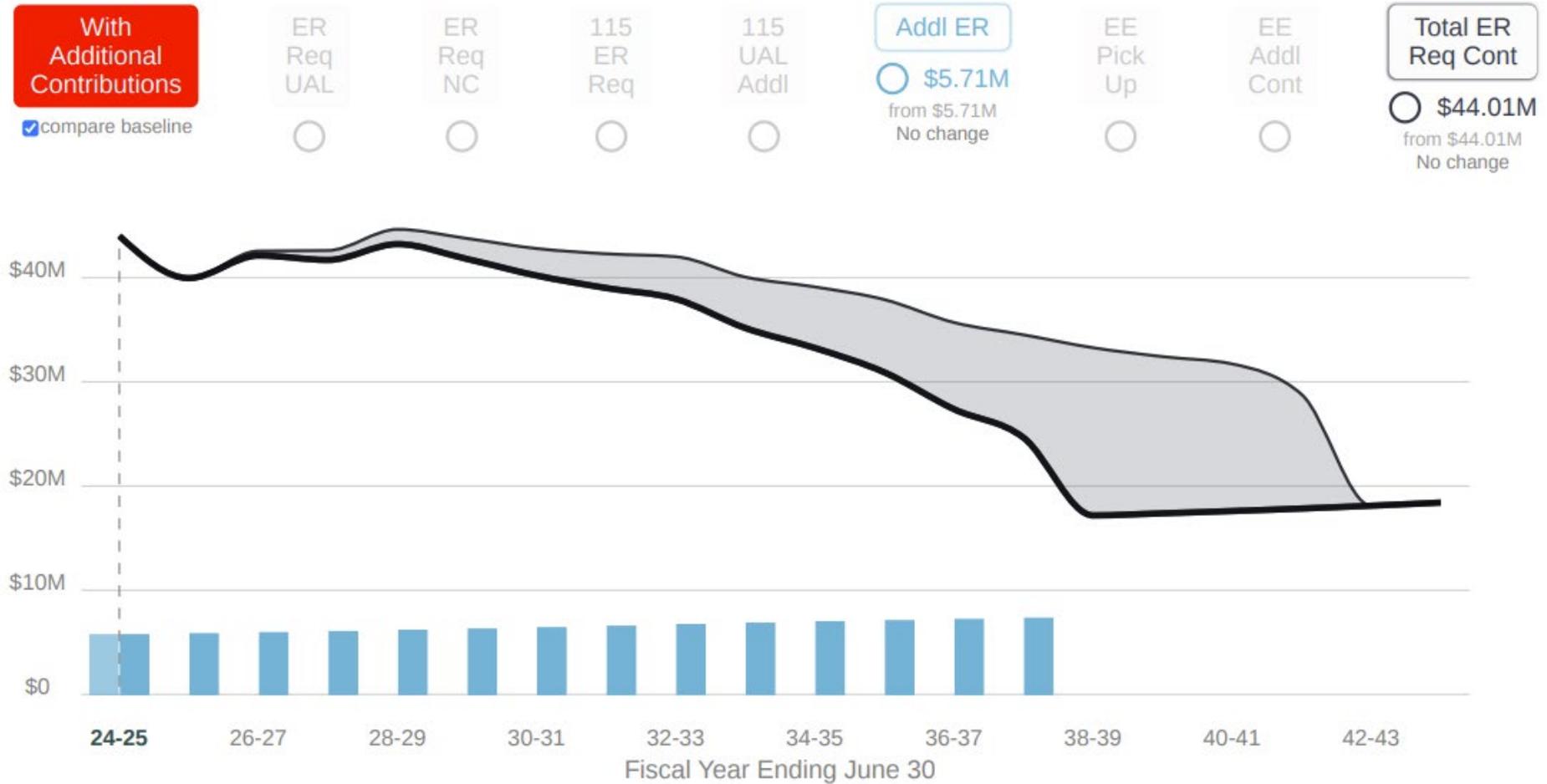
# Funded Percentage



# Employer Required Contributions



# Total Employer Contribution



# Projected Savings from Making Additional Contributions – FY 25/26 through 43/44

<b>Baseline Required Contributions</b>	\$690,686,691
<b>Required Contributions after Additional</b>	\$583,905,425
<b>Total Additional Contributions</b>	\$85,049,419
<b>Net Savings</b>	\$21,731,846

# Questions



# Disclaimer

While tested against actuarial valuation results, the software results will not necessarily match actuarial valuation results, as no two actuarial models are identical. The software offers financially sound projections and analysis; however, outputs do not guarantee compliance with standards under the Government Accounting Standards Board or Generally Accepted Accounting Principles. The software and this presentation are not prepared in accordance with standards as promulgated by the American Academy of Actuaries, nor do outputs or this presentation constitute Statements of Actuarial Opinion. TrueComp has used census data, plan provisions, and actuarial assumptions provided by Customer and/or Customer's actuary to develop the software for Customer. TrueComp has relied on this information without audit.



# Santa Clara Valley Water District

File No.: 26-0237

Agenda Date: 3/24/2026

Item No.: 4.1.

## BOARD AGENDA MEMORANDUM

Government Code § 84308 Applies: Yes  No   
(If "YES" Complete Attachment A - Gov. Code § 84308)

### SUBJECT:

Accept the 2025 Board Advisory Agricultural Water Advisory Committee, Environmental and Water Resources Committee, and Santa Clara Valley Water Commission's Accomplishments Reports or as Presented by the Board's Advisory Committees/Commission Chairs.

### RECOMMENDATION:

Receive and accept the 2025 Board Advisory Agricultural Water Advisory Committee, Environmental and Water Resources Committee, and Santa Clara Valley Water Commission's Accomplishments Reports or as presented by the Board's Advisory Committees/Commission Chairs.

### SUMMARY:

The Board's Advisory Committees (Committees) were established to prepare policy alternatives and provide comment on activities in the implementation of Santa Clara Valley Water District's (Valley Water) mission for Board consideration. When requested by the Board, the Committees may help the Board produce the link between Valley Water and the public through information sharing to the communities they represent.

In keeping with the Board's broader focus, the Committees do not direct the implementation of Valley Water programs and projects, other than to receive information and provide comment for Board consideration.

The following Committees listed have their respective 2025 Accomplishments Reports for acceptance by the Board (Attachments 1-3).

- ❖ **Chairperson Trevor Garrod**  
Agricultural Water Advisory Committee (AWAC)
- ❖ **Chairperson Bob Levy**  
Environmental and Water Resources Committee (EWRC)
- ❖ **Chairperson Murali Srinivasan**  
Santa Clara Valley Water Commission (SCVWC)

**ENVIRONMENTAL JUSTICE IMPACT:**

The review and acceptance of Board Advisory Committee Accomplishments Reports is not subject to environmental justice analysis.

**FINANCIAL IMPACT:**

There is no financial impact associated with this item.

**CEQA:**

The recommended action does not constitute a project under CEQA because it does not have the potential for resulting in direct or reasonably foreseeable indirect physical change in the environment.

**ATTACHMENTS:**

Attachment 1: 2025 Accomplishments Report, AWAC

Attachment 2: 2025 Accomplishments Report, EWRC

Attachment 3: 2025 Accomplishments Report, SCVWC

**UNCLASSIFIED MANAGER:**

Wendy Ho, 408-630-3874

# 2025 Accomplishments Report: Agricultural Water Advisory Committee

Update: December 2025

The annual work plan establishes a framework for committee discussion and action during the annual meeting schedule. The committee work plan is a dynamic document, subject to change as external and internal issues impacting the District occur and are recommended for committee discussion. Subsequently, an annual committee accomplishments report is developed based on the work plan and presented to the District Board of Directors.

ITEM	WORK PLAN ITEM BOARD POLICY	MEETING DATE	ACCOMPLISHMENT DATE AND OUTCOME
1	<b>Election of Chair and Vice Chair for 2025.</b>	January 6	<p><b>Accomplished January 6, 2025:</b> The Committee unanimously approved Peter Van Dyke to remain as the 2025 Agricultural Water Advisory Committee Chairperson and Trevor Garrod to remain as the 2025 Agricultural Water Advisory Committee Vice-Chairperson.</p>
2	<b>Annual Accomplishments Report.</b>	January 6	<p><b>Accomplished January 6, 2025:</b> The Committee unanimously approved the 2024 Annual Accomplishments Report for presentation to the Board.</p> <p><i>The Board received the Committee's presentation by Chairperson Peter Van Dyke and accepted the 2024 Annual Accomplishments Report at the March 11, 2025, meeting.</i></p>
3	<b>Review and Comment to the Board on the Fiscal Year 2025 – 2026 Preliminary Groundwater Production Charges.</b>	January 6 April 7	<p><b>Accomplished January 6, 2025:</b> The Committee reviewed and commented on the Fiscal Year 2025-2026 Preliminary Groundwater Production Charges and took the following action: The Committee unanimously approved to receive and accept staff's preliminary report for the FY 2025-2026 groundwater production charges with the amendment to continue the pursuit of water conservation programs, studying the impact of increased rates on agriculture and the potential of freezing agricultural rates.</p> <p><b>Accomplished April 7, 2025:</b> The Committee received and noted the information, provided feedback, and took no formal action.</p> <p><i>The Board adopted the Resolutions: DETERMINING GROUNDWATER PRODUCTION CHARGES FOR FISCAL YEAR 2025-2026 and DETERMINING SURFACE WATER, TREATED WATER, AND SOUTH COUNTY RECYCLED WATER CHARGES FOR FISCAL YEAR 2025-2026 at the May 27, 2025 meeting.</i></p>

Yellow = Update Since Last Meeting

Blue = Action taken by the Board of Directors

# 2025 Accomplishments Report: Agricultural Water Advisory Committee

Update: December 2025

ITEM	WORK PLAN ITEM BOARD POLICY	MEETING DATE	ACCOMPLISHMENT DATE AND OUTCOME
4	Receive Information and Provide Feedback on the Development of Valley Water's Water Supply Master Plan 2050.	April 7 July 7	<b>Accomplished April 7, 2025:</b> The Committee received and noted the information, provided feedback, and took no formal action. <b>Accomplished July 7, 2025:</b> The Committee received and noted the information, provided feedback, and took no formal action.
5	Receive Update on One Water Plan Upper Pajaro Watershed Plan Priority Actions.	January 6	<b>Accomplished January 6, 2025:</b> The Committee received and noted the information, provided feedback, and took no formal action.
6	Review Climate Change and the benefits of ecosystems on Agriculture in Santa Clara County. *Receive information on the County of Santa Clara's Agricultural Outreach and Awareness Campaign.	July 7	<b>Accomplished July 7, 2025:</b> The Committee received and noted the information, provided feedback, and took no formal action.
7	Discuss the Potential of Forming a Subcommittee.	January 6	<b>Accomplished January 6, 2025:</b> The Committee received the information, took no formal action and noted the option of forming a subcommittee as needed.
8	Receive Update on Sustainable Groundwater Management Act (SGMA) Compliance.	October 6	<b>Accomplished October 6, 2025:</b> The Committee received and noted the information, provided feedback, and took no formal action.
9	Receive Update on Semitropic Groundwater Storage Bank.	October 6	<b>Accomplished October 6, 2025:</b> The Committee received and noted the information, provided feedback, and took no formal action.
10	Receive Update on Valley Water's South County Managed Aquifer Recharge Activities.	April 7	<b>Accomplished April 7, 2025:</b> The Committee received and noted the information, provided feedback, and took no formal action.
11	Receive Update on West Valley and Lower Peninsula Watershed Master Plans.	July 7	<b>Accomplished July 7, 2025:</b> The Committee received and noted the information and took no formal action.

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Blue = Action taken by the Board of Directors

# 2025 Accomplishments Report: Agricultural Water Advisory Committee

Update: December 2025

ITEM	WORK PLAN ITEM BOARD POLICY	MEETING DATE	ACCOMPLISHMENT DATE AND OUTCOME
12	Receive Information on the Annual Report Regarding the Flood Control Benefit Assessments for Fiscal Year (FY) 2025-2026.	July 7	<b>Accomplished July 7, 2025:</b> The Committee received and noted the information and took no formal action.
13	Receive Information on the Impact to the Agricultural Groundwater Production Charge Projection from the Suspension of the Pacheco Reservoir Expansion Project.	October 6	<b>Accomplished October 6, 2025:</b> The Committee received and noted the information, provided feedback, and took no formal action.
14	Standing Items Report Fiscal Year 2025 Goals and Strategies:	January 6 October 6	<b>Accomplished January 6, 2025 and October 6, 2025:</b> The Committee received the quarterly report on standing items for FY2025 and took no action.
15	Federal and State Affairs Report	January 6 April 7 July 7 October 6	<b>Accomplished January 6, 2025:</b> The Committee received the verbal update and confirmed financial assistance with the unhoused will be addressed locally through partnerships with the county or other jurisdictions to obtain federal funding. <b>Accomplished April 7, 2025:</b> The Committee received the verbal update and confirmed the state's insurance industry issues are a discussion topic with a focus on affordability for legislative representatives. <b>Accomplished July 7, 2025:</b> The Committee received the verbal update and confirmed that it may be challenging for the state to grant California Environmental Quality Act (CEQA) exemptions for water projects and Chairperson Peter Van Dyke expressed support for a CEQA update at the next meeting. <b>Accomplished October 6, 2025:</b> The Committee received the federal verbal update, confirmed potential impacts and delays related to the government shutdown, and noted an overview of the One Big Beautiful Bill Act. The Committee received and noted the state verbal update and Chairperson Peter Van Dyke noted support for follow up on the impacts to Special Districts related to any changes made to Division 9.

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Blue = Action taken by the Board of Directors

# 2025 Accomplishments Report: Agricultural Water Advisory Committee

Update: December 2025

ITEM	WORK PLAN ITEM BOARD POLICY	MEETING DATE	ACCOMPLISHMENT DATE AND OUTCOME
16	<b>Review and Discuss Resolution 17-75 and the Agricultural Water Advisory Committee (AWAC) Membership.</b>	January 6	<b>Accomplished January 6, 2025</b> The Committee received the information, took no formal action and noted Chairperson Peter Van Dyke will continue working with the AWAC Committee Oversight Managers regarding a potential recommendation to the Board.
17	<b>Review of Agricultural Water Advisory Committee Work Plan, the Outcomes of Board Action of Committee Requests and the Committee’s Next Meeting Agenda.</b>	January 6 April 7 July 7 October 6	<b>Accomplished January 6, 2025:</b> The Committee unanimously approved to recommend the proposed 2025 AWAC Work Plan to the Board with the amendment to add the Semitropics Groundwater Storage Bank as a separate AWAC Work Plan topic.  <i>The Board received the Committee’s presentation by Chairperson Peter Van Dyke and approved the 2025 AWAC Work Plan at the March 11, 2025, meeting.</i> <b>Accomplished April 7, 2025:</b> The Committee received and noted the Work Plan and without further discussion took no formal action. <b>Accomplished July 7, 2025:</b> The Committee received and noted the updated Work Plan without further discussion and took no formal action. <b>Accomplished October 6, 2025:</b> The Committee reviewed and discussed the updated Work Plan and noted support for receiving updates related to the Semitropic Groundwater Storage Bank, groundwater levels, desalination, and onsite water recycling at new development sites.

**BOARD WORK PLAN GOALS:**

**Integrated Water Resources Management** - Goal: Efficiently manage water resources across business areas.

1. **Water Supply** – Goal: Provide a reliable, safe, and affordable water supply for current and future generations in all communities served.
2. **Natural Flood Protection** – Goal: Provide natural flood protection to reduce risk and improve health and safety.
4. **Environmental Stewardship** – Goal: Sustain ecosystem health while managing local water resources for flood protection and water supply.
5. **Addressing Encampment of Unsheltered People** – Goal: Humanely assist in the permanent relocation of unsheltered people on Valley Water lands along waterways and at water supply and flood risk reduction facilities in order to address the human health, public safety, operational, and environmental challenges posed by encampments.
6. **Climate Change** – Goal: Mitigate carbon emissions and adapt Valley Water operations to climate change impacts.
7. **Business Management** – Goal: Promote effective management of water supply, flood protection, and environmental stewardship through responsive and socially responsible business services.

Yellow = Update Since Last Meeting

Blue = Action taken by the Board of Directors

## 2025 Accomplishments Report: Environmental and Water Resources Committee

The annual work plan establishes a framework for committee discussion and action during the annual meeting schedule. The committee work plan is a dynamic document, subject to change as external and internal issues impacting the District occur and are recommended for committee discussion. Subsequently, an annual committee accomplishments report is developed based on the work plan and presented to the District Board of Directors.

ITEM	WORK PLAN ITEM BOARD POLICY	MEETING DATE	INTENDED OUTCOME(S) (Action or Information Only)	ACCOMPLISHMENT DATE AND OUTCOME
1	Election of Chair and Vice Chair for 2025	January 27	•Committee Elects Chair and Vice Chair for 2025. <b>(Action)</b>	<b><u>Accomplished January 27, 2025</u></b> The Committee elected Charles Ice as Chairperson and Arthur Keller as Vice Chairperson
2	Annual Accomplishments Report	January 27	•Review and approve 2024 Accomplishments Report for presentation to the Board. <b>(Action)</b>	<b><u>Accomplished January 27, 2025</u></b> The Committee approved the Accomplishments Report with minor grammatical edits.
3	Update Status of Working Groups	January 27 April 21 July 21 October 20	•Receive updates on the status of the working groups. <b>(Action)</b> •Submit requests to the Board, as appropriate.	<b><u>Accomplished January 27, April 21, July 21, and October 20, 2025</u></b> The Committee received the information and took no formal action.
4	Review of Environmental and Water Resources Committee Work Plan, the Outcomes of Board Action of Committee Requests and the Committee's Next Meeting Agenda	April 21 July 21 October 20	•Receive and review the 2025 Board-approved Committee work plan. <b>(Action)</b> •Submit requests to the Board, as appropriate.	<b><u>Accomplished January 27, April 21, July 21, and October 20, 2025</u></b> The Committee received the information and took no formal action.
5	Standing Items Report Fiscal Year 2025 Goals and Strategies:	April 21 July 21 October 20	•Receive quarterly reports on standing items. <b>(Information)</b>	<b><u>Accomplished January 27, April 21, July 21, and October 20, 2025</u></b> The Committee received the information and took no formal action.
6	Green Stormwater Infrastructure in Santa Clara County	January 27	•Receive an update on the status of Green Stormwater Infrastructure Implementation in Santa Clara County	<b><u>Accomplished January 27, 2025</u></b> The Committee received the information and took no formal action.

## 2025 Accomplishments Report: Environmental and Water Resources Committee

ITEM	WORK PLAN ITEM BOARD POLICY	MEETING DATE	INTENDED OUTCOME(S) (Action or Information Only)	ACCOMPLISHMENT DATE AND OUTCOME
7	Greenhouse Gas Reduction Plan Update	January 27	<ul style="list-style-type: none"> <li>•Receive information on Santa Clara Valley Water District's Draft Greenhouse Gas Reduction Plan.</li> <li>•Provide input to staff.</li> </ul>	<p><b><u>Accomplished January 27, 2025</u></b> The Committee received the information and took no formal action.</p>
8	One Water Plan – Lower Peninsula and West Valley Watershed Plans	April 21	<ul style="list-style-type: none"> <li>•Receive information on the two draft Watershed Plans.</li> <li>•Provide feedback to staff. <b>(Action)</b></li> </ul>	<p><b><u>Accomplished April 21, 2025</u></b> The Committee received the information and took no formal action</p>
9	Water Supply Master Plan Update	April 21	<ul style="list-style-type: none"> <li>•Provide feedback on the Water Supply Master Plan 2050 portfolio development and analysis.</li> </ul>	<p><b><u>Accomplished April 21, 2025</u></b> The Committee received the information and took no formal action</p>
10	Upper Pajaro Native Ecosystem Enhancement Tool	July 21	<ul style="list-style-type: none"> <li>•Receive information on the Upper Pajaro Native Ecosystem Enhancement Tool.</li> <li>•Provide feedback to staff</li> </ul>	<p><b><u>Accomplished July 21, 2025</u></b> The Committee received the information and took no formal action</p>
11	Baylands Projects Update	October 20	Receive an update on the various VW projects occurring along SF Bay.	<p><b><u>Accomplished October 20, 2025</u></b> The Committee received the information and took no formal action</p>
12	Demonstration Garden	October 20	Receive an update on the status of the Demonstration Garden.	<p><b><u>Accomplished October 20, 2025</u></b> The Committee received the information and took no formal action</p>

# 2025 Accomplishments: Santa Clara Valley Water Commission

Update: December 2025

The annual work plan establishes a framework for committee discussion and action during the annual meeting schedule. The Committee work plan is a dynamic document, subject to change as external and internal issues impacting the District occur and are recommended for committee discussion. Subsequently, an annual committee accomplishments report is developed based on the work plan and presented to the District Board of Directors.

*\*Blue = Action taken by the Board of Directors (BOD)*

ITEM	WORK PLAN ITEM BOARD POLICY	MEETING DATE	INTENDED OUTCOME(S) (Action or Information Only)	ACCOMPLISHMENT DATE AND OUTCOME
1	Election of Chair and Vice Chair for 2025	January 22	<ul style="list-style-type: none"> <li>Commission Elects Chair and Vice Chair for 2025. <b>(Action)</b></li> </ul>	<p><b>Accomplished January 22, 2025</b></p> <ul style="list-style-type: none"> <li>Motion by Hon. Member Page, seconded by Hon. Member Ramirez, for Hon. Member Dailey as Chairperson.</li> <li>Motion by Hon. Member Candelas, seconded by Hon. Member Chao for Hon. Member Hardy as Vice Chairperson.</li> </ul> <p>Both motions carried on a majority roll call vote.</p>
2	2024 Accomplishments Report	January 22	<ul style="list-style-type: none"> <li>Review and approve 2024 Accomplishments Report for presentation to the Board. <b>(Action)</b></li> <li>Submit requests to the Board, as appropriate. <b>(Action)</b></li> </ul>	<p><b>Accomplished January 22, 2025</b></p> <p>Motion by Hon. Member Ramirez, seconded by Hon. Member Candelas, and unanimously approved for the Commission to approve 2024 Annual Accomplishments Report for Presentation to the Board on the Consent Calendar under one motion and by roll call vote.</p> <p><i>Approved at March 11, 2025 BOD meeting</i></p>
3	2025 Work Plan: Review of Santa Clara Valley Water Commission Work Plan, the Outcomes of Board Action of Commission Requests and the Commission's Next Meeting Agenda, and Recommend the Proposed 2025 Water Commission Work Plan to the Board	Vote: January 22 Review: April 9 July 23 October 22	<ul style="list-style-type: none"> <li>Receive and review the FY2024-2025 Board-approved Committee work plan. <b>(Information)</b></li> <li>Submit requests to the Board, as appropriate. <b>(Action)</b></li> </ul>	<p><b>Accomplished January 22, 2025</b></p> <p>Motion by Hon. Member Hardy, seconded by Hon. Member Ramirez, with several additions requested, and unanimously approved as amended the 2025 Commission Work Plan under one motion and by roll call vote.</p> <p><i>Approved at March 11, 2025 BOD meeting</i></p>

## 2025 Accomplishments: Santa Clara Valley Water Commission

Update: December 2025

4	Approve 2025 Meeting Schedule	January 22	<ul style="list-style-type: none"> <li>Discuss and approve 2025 meeting schedule. <b>(Action)</b> January 22 April 9 July 23 (may be changed to Aug.) Oct. 22</li> </ul>	<p><b>Accomplished January 22, 2025</b> The Commission received and approved the 2025 meeting schedule, which was included in the 2025 Work Plan.</p>
5	Review and Comment to the Board on the Fiscal Year 2024-2025 Preliminary Groundwater Production Charges	January 22 April 9	<ul style="list-style-type: none"> <li>Review and comment to the Board on the Fiscal Year 2025-2026 Preliminary Groundwater Production Charges. <b>(Action)</b></li> <li>Receive/discuss community outreach/messaging of groundwater rates. <b>(Information)</b></li> <li>Submit requests to the Board, as appropriate. <b>(Action)</b></li> </ul>	<p><b>Accomplished January 22, 2025</b> The Commission received information and provided feedback to staff on the Fiscal year 2024-2025 Preliminary Groundwater Production Charges and took no action. <i>Approved at May 27, 2025 BOD meeting</i></p>
6	Standing Items Report Fiscal Year 2025	January 22 October 22	<ul style="list-style-type: none"> <li>Receive reports on FY24-25 Valley Water Board Work Plan standing items <b>(Information)</b></li> </ul>	<p><b>Accomplished January 22 and October 22, 2025</b> The Commission received the Standing Items Report Fiscal Year 2025 information and took no action.</p>
7	Information and Feedback on the Development of Valley Water's Water Supply Master Plan 2050	January 22	<ul style="list-style-type: none"> <li>Receive Information and Provide Feedback on the Development of Valley Water's Water Supply Master Plan 2050. <b>(Action)</b></li> <li>Receive information relating to possible desalination projects in the WSMP 2050 <b>(Information)</b></li> </ul>	<p><b>Accomplished January 22, 2025</b> The Commission received information and provided feedback to staff on the Water Supply Master Plan 2050 and took no action.</p>
8	Overview of Valley Water's Role in Emergency Preparedness and Response	April 9	<ul style="list-style-type: none"> <li>Receive overview of Valley Water's Role in Emergency Preparedness and Response. <b>(Information)</b></li> </ul>	<p><b>Accomplished April 9, 2025</b> The Commission received information and provided feedback to staff on Valley Water's Role in Emergency Preparedness and Response and took no action.</p>
9	Overview of Valley Water's Water Conservation Programs	April 9	<ul style="list-style-type: none"> <li>Receive information from Valley Water relating to water conservation programs. <b>(Information)</b></li> </ul>	<p><b>Accomplished April 9, 2025</b> The Commission received information and provided feedback to staff on Valley Water's Conservation Programs and took no action.</p>

*\*Blue = Action taken by the Board of Directors (BOD)*

# 2025 Accomplishments: Santa Clara Valley Water Commission

Update: December 2025

10	Tour a VW Water Supply Facility	August 27	<ul style="list-style-type: none"> <li>Conduct tour (<b>Information</b>)</li> </ul>	<p><b>Accomplished August 27, 2025</b> The Commission did site tour of the Anderson Dam Seismic Retrofit Project and took no action.</p>
11	Update on the current <i>Water Use Projections, Water Demand Elasticity and Customer Affordability Study</i> (One time presentation)	October 22	<ul style="list-style-type: none"> <li>Receive information from Valley Water relating to the current <i>Water Use Projections, Water Demand Elasticity and Customer Affordability Study</i></li> </ul>	<p><b>Accomplished October 22, 2025</b> The Commission received information and provided feedback to staff on the study and took no action.</p>
12	Update of AB 1469 relating to Unhoused	TBD	<ul style="list-style-type: none"> <li>Receive update on AB1469 relating to unhoused (<b>Information</b>)</li> </ul>	<p>*this item was not heard by the Commission in 2025.</p>
13	Overview of Valley Water’s Flood Protection Projects	April 9	<ul style="list-style-type: none"> <li>Receive information from Valley Water relating to flood protection projects and efforts. (<b>Information</b>)</li> </ul>	<p><b>Accomplished April 9, 2025</b> The Commission received information and provided feedback to staff on Valley Water’s Role in Emergency Preparedness and Response and took no action.</p>

**BOARD WORK PLAN GOALS:**

**Integrated Water Resources Management** - Goal: Efficiently manage water resources across business areas.

**Water Supply** – Goal: Provide a reliable, safe, and affordable water supply for current and future generations in all communities served.

**Natural Flood Protection** – Goal: Provide natural flood protection to reduce risk and improve health and safety.

**Environmental Stewardship** – Goal: Sustain ecosystem health while managing local water resources for flood protection and water supply.

**Addressing Encampment of Unsheltered People** – Goal: Humanely assist in the permanent relocation of unsheltered people on Valley Water lands along waterways and at water supply and flood risk reduction facilities in order to address the human health, public safety, operational, and environmental challenges posed by encampments.

**Climate Change** – Goal: Mitigate carbon emissions and adapt Valley Water operations to climate change impacts.

**Business Management** – Goal: Promote effective management of water supply, flood protection, and environmental stewardship through responsive and socially responsible business services.

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# Santa Clara Valley Water District

File No.: 26-0058

Agenda Date: 3/24/2026

Item No.: 4.2.

## BOARD AGENDA MEMORANDUM

Government Code § 84308 Applies: Yes  No   
(If "YES" Complete Attachment A - Gov. Code § 84308)

### SUBJECT:

Approve a Specific Brand or Trade Name Designation, Adopt Plans and Specifications, and Authorize Advertisement for Bids for the Penitencia Delivery and Force Main Inspection and Rehabilitation Project, Project No. 95084005, Contract No. C0727 (San Jose, District 3)

### RECOMMENDATION:

- A. Find that the Penitencia Delivery and Force Main Inspection and Rehabilitation Project is substantially complex and, therefore, requires construction contract retention of ten percent (10%);
- B. Find that certain Supervisory Control and Data Acquisition (SCADA) instrumentation components, as specified in the Plans and Specifications, be designated specific brand or trade name products. Public Contract Code Section 3400(c)(2);
- C. Adopt the plans and specifications and authorize advertisement for bids for Construction of the Penitencia Delivery and Force Main Inspection and Rehabilitation Project, per the Notice to Bidders; and
- D. Authorize the Designated Engineer to issue addenda, as necessary, during the bidding process.

### SUMMARY:

The objective of the Penitencia Delivery and Force Main Inspection and Rehabilitation Project (Project) is to increase the reliability and useful life of the pipelines.

The Project scope includes completely draining and removing all water from the Penitencia Delivery Main, Penitencia Force Main and South Bay Aqueduct pipelines, performing repairs on pipeline appurtenances, replacing line valves, providing support for an internal pipeline inspection, updating electrical and controls systems, and performing internal pipeline repair work as identified during the inspections.

Staff is recommending that the Board approve the Project's Plans and Specifications and authorize advertisement for construction bids per the Notice to Bidders (Attachment 1).

### *Project Background*

The Penitencia Delivery and Force Main Inspection and Rehabilitation Project is included in the Santa Clara Valley Water District's (Valley Water) Pipeline Maintenance Program (PMP) and is identified as a capital effort in the PMP. The PMP defines the activities associated with maintenance and repair of water supply conveyance systems including pipelines, appurtenances, electrical systems, control systems, and structures,

throughout Valley Water's jurisdiction.

The Penitencia Delivery and Force Main pipelines were originally constructed in 1964 and consist of approximately 3,500 linear feet of prestressed concrete cylinder pipe (PCCP) and welded steel pipe (WSP). The pipeline diameters vary from 42-inches at the connection to the Penitencia Water Treatment Plant (PWTP) to 66-inches at the Overflow Bypass Structure. The pipelines are located in the easterly portion of San Jose and are part of the North County System. The Penitencia Delivery Main and Penitencia Force Main pipelines start at PWTP and end at the Milpitas Pipeline, the East Pipeline, and the Central Pipeline connections at the intersection of Piedmont Road and Maxey Drive in San Jose.

### ***Construction Contract Retention***

Public Contract Code (PCC) Section 7201 limits retention amounts for public works construction contracts to five percent (5%) of the total contract price. PCC section 7201(b)(4) provides that retention proceeds on a project may exceed 5% where the Board makes a finding that the proposed project is "substantially complex" and, therefore, requires a retention amount greater than 5%.

To comply with the PCC regarding increasing the retention to 10%, staff recommends that the Board find that the Project is substantially complex. Substantially complex Project challenges, in this case, pertain to the complexity and precision required to conduct critical work within a constrained shutdown schedule. The pipeline shutdown durations are negotiated up to years in advance and require the cooperation of other water agencies to minimize unplanned disruption in the delivery of treated water from Penitencia Water Treatment Plant throughout Santa Clara County. A disruption in delivery of treated water in Santa Clara County could result in water shortages and disruption to water retailers.

### ***Specific Brand or Trade Name Justification***

For a specific brand or trade name product to be mandated by a public entity for a construction project, at least one of four criteria must be met as stated in Public Contract Code (PCC) section 3400(c). For this Project, PCC section 3400(c)(2) allows the awarding authority to make a finding that such designations are justified to obtain necessary items to match other products in use on a particular public improvement, either completed or in the course of completion.

To comply with the PCC regarding the use of specific brand or trade name products for the Project construction, staff recommends that the Board find certain items as specified in the Plans and Specifications are necessary to match the existing equipment already in use at other Valley Water facilities using the District's SCADA system.

Releasing, to the public, certain information in the Plans and Specifications, including identification of the specific brand or trade name products and details of the integration of the products into the existing information technology systems, may increase the potential for an attack on a Valley Water information technology system. To protect Valley Water's information technology systems, all parties interested in accessing the Project Plans, Specifications, and addenda, must register as a vendor at the Valley Water Vendor Portal and submit a completed Non-Disclosure Agreement (NDA) to access the Contract Documents.

### ***Board Adoption of Plans and Specifications and Addenda Authorization***

Board adoption of plans and specifications and Board authorization to advertise is recommended in order to proceed to bid the Project for construction. Authorizing the Designated Engineer to issue addenda during the

bidding period allows for modifications to the construction Contract Documents, if necessary, during the bidding period and before the contract is awarded.

The Project Plans and Specifications were provided by separate communication to Valley Water's Board of Directors for their review, prior to taking the recommended action to adopt the Plans and Specifications for bid advertisement. Addenda will be provided to the Board pursuant to the same communication protocols. The Notice to Bidders informs interested parties that they must execute an NDA in order to access the Plans, Specifications, and addenda.

### ***Relevant Prior Board Actions***

On April 8, 2025, the Board adopted Resolution 2025-22 Setting the Time and Date of a Public Hearing on the Final Program Environmental Impact Report and Engineer's Report for the Pipeline Maintenance Program (PMP).

On April 22, 2025, the Board held a public hearing and adopted Resolution 2025-25 and Resolution 2025-26 certifying the final Program EIR for the PMP and Adopting CEQA findings of fact, statement of overriding considerations, and mitigation monitoring and reporting program and approving the Engineer's Report for the PMP.

### ***Rights of Way***

Valley Water has all the necessary right-of-way needed for the construction of the Project.

### ***Public Outreach***

Residents, commercial businesses, and visitors will be informed of potential temporary impacts, as appropriate. Construction contract documents include requirements and measures to minimize impacts during the construction.

### ***Permits***

Staff is working to obtain the Project's Lake Streambed Alteration (LSA) Agreement with the California Department of Fish and Wildlife (CDFW). The construction contract will be awarded by Valley Water once the LSA Agreement is executed.

Staff received a conditional encroachment permit from the City of San Jose. The final approved encroachment permit will be obtained after the construction contract is awarded and issued prior to construction commencement.

### ***Next Steps***

If the Board approves the recommendations, staff will proceed to advertise the Project for construction bids. Staff anticipates recommending the Board award a construction contract in May 2026.

### **ENVIRONMENTAL JUSTICE IMPACT:**

There are no environmental justice impacts associated with the Project. This action is unlikely to or will not result in disproportionate impacts on any specific communities relative to the general population from the implementation of this project. However, this project will enhance the reliability and operational flexibility of the

pipeline and address existing system vulnerabilities. Upgrades to the Penitencia Delivery and Force Main pipelines will allow Valley Water to better service communities during times of emergency and future maintenance projects.

**FINANCIAL IMPACT:**

There is no financial impact associated with the recommendation to Adopt Plans and Specifications and Authorize Advertisement for Bids.

The Penitencia Delivery and Force Main Inspection and Rehabilitation Project, Project No. 95084005, and the Pipeline Maintenance Program, Project No. 95084003, are included in the Capital Improvement Program (CIP) Fiscal Years (FY) 2026-30 Five-Year Plan and based on estimated construction contract costs, there are adequate funds in the Project's FY 2026 Adopted Budget to encumber the planned expenditures for construction to be incurred during this fiscal year. The estimated cost for the Project is \$5 million.

The Project is funded by the Water Utility Enterprise Fund (Fund 61) with 100% of the project costs allocated to Zone W2 (North County).

**CEQA:**

On April 22, 2025, the Board certified the Environmental Impact Report for the Pipeline Maintenance Program (PMP EIR) (access via <https://fta.valleywater.org/fl/THxBMxRmhWXk>). The PMP provides for the routine inspection, rehabilitation, and maintenance of Valley Water's raw and treated water pipelines and evaluates the environmental impacts of the PMP activities. All proposed activities for the Project are adequately analyzed in the PMP EIR. During Project construction, Valley Water and its contractor will comply with all applicable BMPs and mitigation measures from the PMP EIR and permit conditions.

**ATTACHMENTS:**

- Attachment 1: Notice to Bidders
- Attachment 2: Project Delivery Process Chart
- Attachment 3: Map

**UNCLASSIFIED MANAGER:**

Emmanuel Aryee, 408-630-3074

**C0727 – PENITENCIA DELIVERY AND FORCE MAIN INSPECTION AND REHABILITATION PROJECT**

**Project No. 95084005**

**Invitation No. VW0664**

**1. Notice.**

Notice is hereby given that electronic Bids (eBids) will be received by the Santa Clara Valley Water District (Valley Water) submitted through Valley Water's Vendor Portal in PlanetBids (PlanetBids) as indicated in Section 2. Valley Water's Vendor Portal in PlanetBids, on WEDNESDAY, MAY 6, 2026, by 2:00 p.m., for furnishing all material and performing all Work necessary for the construction of the Penitencia Delivery and Force Main Inspection and Rehabilitation Project located in the City of San Jose California.

**2. Valley Water's Vendor Portal in PlanetBids.**

<https://vendors.planetbids.com/portal/48397/portal-home>

**3. Availability of Bid Documents.**

- A. The Notice to Bidders (NTB) documents specifying the requirements of the Work and the details of the NTB procedures, Project Plans, Specifications, and Contract Documents, including the Instructions to Bidders and Bid Documents, can be downloaded at PlanetBids.
- B. To download these documents, prospective Bidders must first register as a vendor at PlanetBids indicated above. By registering as a vendor, Bidder will automatically receive notifications of upcoming Valley Water bidding opportunities. Once registered, Bidder can download the documents and the Bidder will be automatically included in the planholders list. There is no charge for downloading these documents.
- C. It is highly recommended that prospective Bidders acquire the Contract Documents directly through PlanetBids in order to bid on this Project and be assured that their Bids include all Addenda. All Addenda must be acknowledged online before selecting "Place eBid" to start the electronic submission process. PlanetBids will direct the prospective bidder to the Addenda tab if at least one acknowledgment is missing prior to entering the submission area.
- D. For questions or assistance regarding the vendor registration, please select the "Help" section within PlanetBids or contact the Valley Water Planroom by sending an email to [scvwdplanroom@valleywater.org](mailto:scvwdplanroom@valleywater.org).
- E. The NDA, already executed by Valley Water, must be executed by the requestor. The completed NDA must be emailed to the Planroom at the following email address: [scvwdplanroom@valleywater.org](mailto:scvwdplanroom@valleywater.org)

Upon receipt of the fully executed NDA, access to view the Contract Documents and all Addenda through PlanetBids will be provided.

- F. Releasing certain information in the Plans and Specifications to the public, including identification of the specific brand or trade name products and details of the integration of the products into the existing information technology systems may increase the potential for an attack on a Valley Water information technology system. To protect Valley Water's information technology systems, all parties interested in accessing the Project Plans, Specifications, and Addenda must register as a vendor at PlanetBids and submit a completed Non-Disclosure Agreement (NDA), FC 1650, to access the Contract Documents.

#### 4. California State Department of Industrial Relations Contractor and Subcontractor Registration Requirements.

- A. California Labor Code Section 1771.1 requires:
1. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the California Labor Code.
- B. An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:
1. The subcontractor is registered prior to the bid opening.
  2. Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee.
  3. The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code within 24 hours after the bid opening.

#### 5. Summary of Work.

- A. Project Description
1. The Project scope includes the following:
    - a. Completely drain and remove all water from the Penitencia Force Main, Penitencia Delivery Main pipelines. Completely drain and remove all water from the South Bay Aqueduct pipeline from the SBA Terminal Tank at Penitencia Water Treatment Plant to the CPL/SBA Line Valve Vault. Treated water shall be dechlorinated before its release to storm drains or local water bodies. Contractor shall coordinate with other Valley Water project contractors in the project vicinity to ensure successful dewatering and dechlorination of pipelines. Refer to Specifications section 23.07 for additional requirements and information.
    - b. Perform work on the treated and raw water transmission pipeline appurtenances. See the Pipeline Maintenance Tables on G sheets

- of the Project Drawings for the appurtenance work to be completed at each site.
- c. Provide logistical support (including traffic control, removal of flanges and appurtenances, and providing access and ventilation) for and participate in the internal visual and electromagnetic inspection of the Penitencia Force Main, Penitencia Delivery Main, and South Bay Aqueduct Pipelines by the District and its third-party consultants.
  - d. Clear and grub as needed for access to perform the Work.
  - e. Perform internal pipeline repair work as specified and as needed should deteriorated pipe sections be identified during the internal pipeline visual and electromagnetic inspection, including, but not limited to magnetic flux, weko seals, weld repairs, CFRP, and mortar repairs.
  - f. Prepare and coat all in-vault and exposed pipeline appurtenances and associated piping assembly components.
  - g. Prepare, coat and waterproof at all existing vault interior walls. Waterproof the interior and exterior walls of cast-in-place and precast vaults.
  - h. Install electrical conduits, enclosures, lights, and panels as shown on the Drawings.
  - i. Coordinate and install supervisory control and data acquisition (SCADA) system components.
  - j. Furnish, install, and test all cathodic protection systems and associated components.
  - k. Furnish and install vault hatches, manholes, ladders, vent hole screens and corrosion control test stations.
  - l. Remove and reinstall hatch panels at Grossmont Vault, End of ERDIP Access Vault, the Clearwell Bypass Vault, and remove and reinstall the roof at the CPL/SBA Line Valve Vault, the MPL/PDM Line Valve Vault, and the CPL/PFM Line Valve Vault to facilitate work.
  - m. Provide environmental support, surveys, monitoring, and BMP management.
  - n. Replace gaskets and hardware on existing nozzles and blind flanges.
  - o. Procure, stage, and install appurtenance components including, but not limited to, valves, flanges, pipe joints, and utility boxes.

- p. Contractor must field measure for the valve and appurtenance installation and submit platform modification details for approval. The cost for platform modification shall be included as incidental work.
- q. Remove and replace ARV vent piping where shown on the Drawings.
- r. Provide logistical support for pipeline flushing and disinfection efforts at discharge locations on Penitencia Delivery Main. Support from the contractor includes but is not limited to the transportation and delivery of disinfection material and equipment. Contractor to provide traffic control for disinfection, as needed.
- s. Restore all impacted work sites to a condition equal to or better than that existing prior to construction.
- t. Install one new nozzle on existing welded steel pipe with bar reinforcement where shown on the Drawings.

The scope of Work is comprised of 15 Milestones:

- 1. Milestone 1: Immediate Submittals
- 2. Milestone 2: Procurement of Materials
- 3. Milestone 3: Project Site Preparation and Coordination Work from Piedmont Valve Yard to Penitencia Water Treatment Plant (PWTP)
- 4. Milestone 4: Pipeline Dewatering on Penitencia Force Main from CPL/PFM Line Valve to PFM Termination Valve, and on Penitencia Delivery Main from MPL/PDM Line Valve to PWTP
- 5. Milestone 5: Internal Inspection on Penitencia Force Main from CPL/PFM Line Valve to PFM Termination Valve, and on Penitencia Delivery Main from MPL/PDM Line Valve to PWTP
- 6. Milestone 6A: Penitencia Delivery Main 30" Ball Valve Inspection
- 7. Milestone 6B: Installation of the 24-inch Nozzle for PWTP Access
- 8. Milestone 7: Internal Repair Work and Debris Removal on Penitencia Force Main from CPL/PFM Line Valve to PFM Termination Valve, and on Penitencia Delivery Main from MPL/PDM Line Valve to PWTP
- 9. Milestone 8: AFO Appurtenance Installation, AFO DAQ Installation, and AFO Installation Support Work
- 10. Milestone 9A: Shutdown Required Appurtenance Work on Penitencia Force Main from CPL/PFM Line Valve to PFM Termination Valve

11. Milestone 9B: Shutdown Required Appurtenance Work on Penitencia Delivery Main from MPL/PDM Line Valve to PWTP
  12. Milestone 10A: Refill, Pressurization, Post-Pipeline Fill & Pressurization Appurtenance Inspection of the Penitencia Force Main
  13. Milestone 10B: Refill, Pressurization, Post-Pipeline Fill & Pressurization Appurtenance Inspection of the Penitencia Delivery Main
  14. Milestone 11: Non-Shutdown Required Appurtenance Work
  15. Milestone 12: Project Completion and Closeout
- B. Preference for Materials. The Contract Documents require the Contractor to provide specific brand or trade name products in compliance with Public Contract Code §3400(c)(2). Releasing certain confidential information in the Plans and Specifications to the public, including identification of the specific brand or trade name products and details of the integration of the products into the existing information technology system may increase the potential for an attack on a Valley Water information technology system. All parties interested in accessing the Project Plans, Specifications, and Addenda must register as a vendor at PlanetBids and submit a completed Non-Disclosure Agreement (NDA) to access the confidential Contract Documents.
- 6. Contract Time.**  
Time limit for completion of the Work is 675 calendar days. See Contract Documents, Special Provisions, Section 12. Work and Contract Time(s), Article 12.03. Contract Time(s), for Milestones and Contract Times.
- 7. Liquidated Damages.**  
See Contract Documents, Standard Provisions, Section 5. Prosecution and Progress of Work, Article 5.08. Liquidated Damages, and Special Provisions, Section 12. Work and Contract Time(s), Article 12.05. Liquidated Damages, for requirements regarding Liquidated Damages.
- 8. Estimated Cost.**  
The estimated cost of the Project is between \$4million to \$6million. This estimate is intended to serve merely as an indication of the magnitude of the Work. Neither the Bidder(s) nor the Contractor will be entitled to pursue a claim or be compensated due to variance in the stated estimated cost range.
- A. Supplemental Bid Items.
1. These Bid Items, as listed in PlanetBids, may or may not be required. They may be deleted entirely or in part, by deductive change order(s), at the sole discretion of Valley Water. The sum of the Total Base Bid and the Total Supplemental Bid Items will be used to determine the lowest Bid price.
- B. Additive/Deductive Bid Items.

**NOT USED.****9. Contractor's License Requirement.**

The Bidder must possess a current Class A Contractor's license issued by the California Department of Consumer Affairs, Contractor's State License Board when the Bid is submitted. Regardless of whether a subcontractor must be identified at the time of Bid, each subcontractor must also be properly licensed to perform its scope of Work.

**10. Pre-Bid Meeting.**

- A. A Pre-Bid meeting will be conducted by Valley Water on **TUESDAY, APRIL 7, 2026**. The Pre-Bid meeting will convene at **10:00 a.m.** (Pacific Standard Time), virtually. The virtual meeting address will be posted on PlanetBids, "Bid Information" tab under the Description and Scope Section.

Anyone not in attendance at the meeting by **10:05 a.m.** will be considered late and as having not attended this **MANDATORY** Pre-Bid meeting. A Bid submitted by any Bidder not represented at the entire mandatory Pre-Bid meeting shall not be considered and its Bid shall not be accepted. Attendance at the Pre-Bid meeting by subcontractors is not required.

- B. Attendance by the Bidder at the Pre-Bid meeting is:

1.  Mandatory
2.  Optional

- C. The objective of the Pre-Bid meeting is to familiarize prospective Bidders with the site. Please confirm your intent to attend the Pre-Bid meeting/site visit 24 hours in advance by registering at the Valley Water Vendor Portal. Additional information regarding the Pre-Bid meeting/site visit will be sent to all prospective Bidders who confirm their intention to attend.

- D. Reasonable efforts will be made to accommodate persons with disabilities wishing to attend the Pre-Bid meeting. Please send an email to [scvwdplanroom@valleywater.org](mailto:scvwdplanroom@valleywater.org) to request accommodations at least two (2) business days before the Pre-Bid meeting.

- E. An executed NDA, as specified in Section 3. Availability of Bid Documents is required in order to attend this Pre-Bid meeting.

**11. Inquiries.**

- A. The Bidder must submit all requests for clarification, or interpretation of the Bid Documents in accordance with the requirements stated in Instructions to Bidders, paragraph #8. Questions During Bidding. Written questions must be submitted in PlanetBids no later than nine (9) calendar days before the deadline for receipt of Bids.

- B. Valley Water may issue written Addenda as appropriate for clarification or other purposes during the bidding period. Addenda will be posted on PlanetBids and each planholder will be notified automatically.

## 12. Project Labor Agreement.

- A. Valley Water and the Santa Clara and San Benito Counties Building and Construction Trades Council have entered into a Project Labor Agreement (PLA) approved by Valley Water's Board of Directors on January 11, 2022. A Project Labor Agreement is a multi-union pre-hire agreement that governs wages, benefits, work rules, and other terms and conditions of employment at a construction site. The PLA is an agency-wide agreement applicable to all Covered Projects as defined in the PLA, Article 1 Definitions. 1.7, Covered Project.
- B. A copy of the executed PLA is in the Contract Documents in Appendix A, Project Labor Agreement.
- C. The Contractor must execute Project Labor Agreement, Addendum A - Agreement to be Bound and submit in accordance with the deadline stated in the Instructions to Bidders. Submission of Addendum A - Agreement to be Bound is not required at the time of Bid submittal.
- D. The Bidder must complete and submit Bid Form No. 11, Project Labor Agreement Acknowledgement, at the time of Bid in order for its Bid to be considered responsive.
- E. It is the responsibility of the Contractor to coordinate and schedule a Pre-Construction Conference with the Santa Clara and San Benito Counties Building and Construction Trades Council (Council) prior to starting work at the Project site. The Contractor must provide the Council with the documentation required for the Council to schedule and host a Pre-Construction Conference within 2 weeks after a Notice to Proceed is issued by Valley Water. The Contractor will be subject to the requirements stated in the Special Provisions, Article 12.05 Liquidated Damages, if the Pre-Construction Conference does not occur within this time frame due to late submission of the required documentation by the Contractor.

## 13. Prevailing Wage Requirements.

- A. Workers employed on this Project must be paid at rates at least equal to the prevailing wage rates as determined by the State of California Department of Industrial Relations pursuant to Section 1770 et seq. of the Labor Code. Said wage rates are incorporated herein by reference and may be inspected upon request. Visit <https://www.dir.ca.gov/oprl/DPreWageDetermination.htm> to view the rates available on the State of California Department of Industrial Relations website. See Contract Documents, Standard Provisions, Section 4. Legal Regulations and Responsibilities, Article 4.04. Prevailing Wages, through Article 4.06. Apprentices, for related requirements.
- B. This Project is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations. The Contractor and subcontractors must furnish the records specified in California Labor Code Section 1776 directly

to the Labor Commissioner, in the following manner: monthly, in a format prescribed by the Labor Commissioner.

**14. Bid Proposal Submittal.**

Electronic Bid submittal must be at the Valley Water Vendor Portal. The Proposal must be submitted in time for all information to be transferred to PlanetBids before the Bid submission deadline. If the transfer is not completed before the Bid closes, it will be considered submitted late and the Bid Proposal will not be accepted.

**15. Bid Opening.**

The Bids shall be made available to the public to view in PlanetBids on the date and time stated in this Notice to Bidders, Section 1. Notice.

**16. Errors or Discrepancies in the Bids.**

Valley Water reserves the right to reject any and all Bid Proposals. Valley Water also reserves the right to waive minor defect(s) or irregularities in any Bid received.

**17. Bidder's Security.**

- A. Each Proposal must be submitted electronically through PlanetBids and accompanied by a Bidder's Bond in the sum of not less than 10 percent of the total aggregate of the Proposal including all additive and Supplemental Bid items, if any.
- B. Bids shall be presented with an electronic Bidder's Bond (e-Bond) executed and verified by an admitted surety, made payable to Valley Water.
- C. Bidder's Security must be submitted in the form of a verified e-Bond through either Surety2000 at <https://www.surety2000.com> or Tinubu at <https://www.tinubu.com/ebonding> in PlanetBids before the latest date and time for submitting Bid Proposals as specified in Section 1. Notice. The PlanetBids Contract ID for this Project is VW0664.
  - 1. Bidders are solely responsible for completing Surety2000 or Tinubu registration, and payment of associated fees and charges.
  - 2. Valley Water is not responsible to Bidders for (a) Surety2000 or Tinubu acts or omissions; (b) the completeness or timely verification of the authenticity of the issued e-Bond; or (c) any other errors by third parties in the issuance of the e-Bond.
- D. Paper originals of Bidder's Bond that are physically delivered to Valley Water will not be accepted.

**18. Contract Retention.**

- A.  The Contract Retention for this Project is established at five (5) percent of the Contract Price.

- B.  The Contract Retention for this Project is established at ten (10) percent of the Contract Price. The Board of Directors has made a finding that the Project is substantially complex and therefore requires retention higher than five (5) percent.

Public Contract Code (PCC) Section 7201 limits retention amounts for public works construction contracts to five percent (5%) of the total contract price. PCC section 7201(b)(4) provides that retention proceeds on a project may exceed 5% where the Board makes a finding that the proposed project is “substantially complex” and, therefore, requires a retention amount greater than 5%.

Substantially complex Project challenges, in this case, pertain to the complexity and precision required to conduct critical work within a constrained shutdown schedule. The pipeline shutdown durations are negotiated up to years in advance and require the cooperation of other water agencies to minimize unplanned disruption in the delivery of treated water from Penitencia Water Treatment Plant throughout Santa Clara County. A disruption in delivery of treated water in Santa Clara County could result in water shortages and disruption to water retailers.

**19. Substitution of Securities.**

The Contractor may, at the Contractor’s request and expense, substitute securities equivalent to the amount withheld by Valley Water to ensure the performance of the contract, in accordance with Public Contract Code §22300.

**20. Small Business Preference.**

Valley Water has elected to implement the small business preference provisions of Public Contract Code §2002(a)(1). For purposes of Valley Water’s program, a small business is as defined in Government Code §14837. See <http://www.valleywater.org/construction> to view the Small Business Enterprise Outreach Program Policy.

**21. Rights of Way.**

This Project will be constructed within Valley Water’s existing rights-of-way.

**22. Permits.**

The Contractor will be required to obtain permits from the City of **SAN JOSE** for use of the public right away for hauling and traffic control. See Contract Documents, Special Provisions, Section 18. Permits and Regulations, Article 18.01.02. Contractor Obtained Permits and Regulatory Deliverables, for permits obtained by the Contractor.

**23. Escrow Bid Documents.**

- A. Escrow Bid Documents must be submitted by the Bidders submitting the three apparent low Bids. The Escrow Bid Documents must be submitted in a sealed container, separate from the Bidder’s Bid proposal, no later than 5 p.m. on the third business day following the Bid opening. Each container shall be clearly marked on the outside with the Bidder’s name, date of submittal, Project name, and the words “Escrow Bid Documents.” Timely submission of these Documents and Bid Form 10 is considered material by Valley Water.

- B. The Escrow Bid Documents must be accompanied by a separate certification, **FC 1897 “Bid Form 10, Escrow Bid Documents Certification of Completeness,”** signed by an individual authorized by the bidder to execute the Bid Proposal. The Bidder certifies that the material in the Escrow Bid Documents constitutes all of the documentary information used in preparation of this Bid, and that the Bidder’s authorized individual has personally examined the contents of the Escrow Bid Documents container and has determined that the Documents in the container are complete.

**24. Equal Opportunity.**

Valley Water is an equal opportunity employer, and all Contractors of Valley Water are to have and follow a policy of equal opportunity including adherence to all state and federal laws and regulations, including the Federal Equal Opportunity Clause.

By order of the Board of Directors of the Santa Clara Valley Water District, San Jose, California, on **MARCH 24, 2026.**

ATTEST:

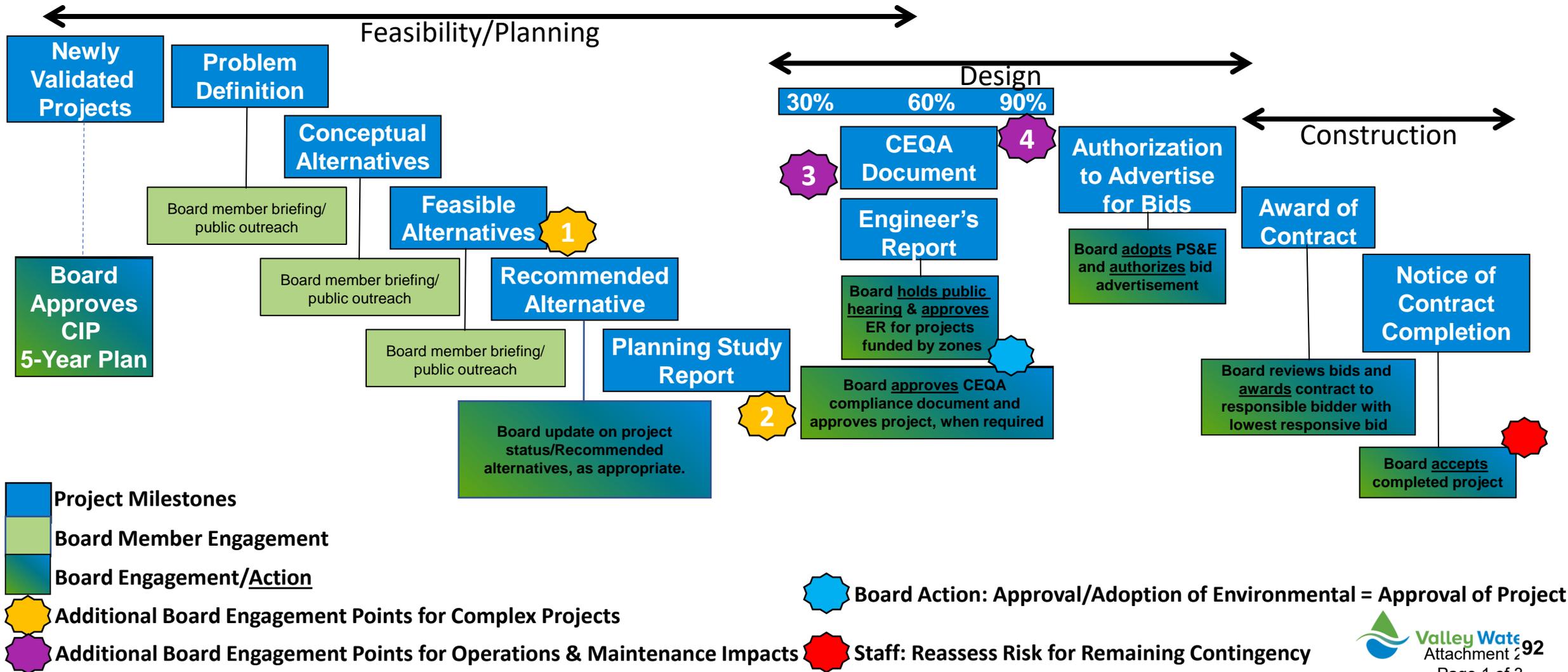
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CANDICE KWOK-SMITH  
Clerk, Board of Directors

# CIP Processes Overview

## BOARD ACTION & ENGAGEMENT: CAPITAL PROJECT DELIVERY PROCESS\*

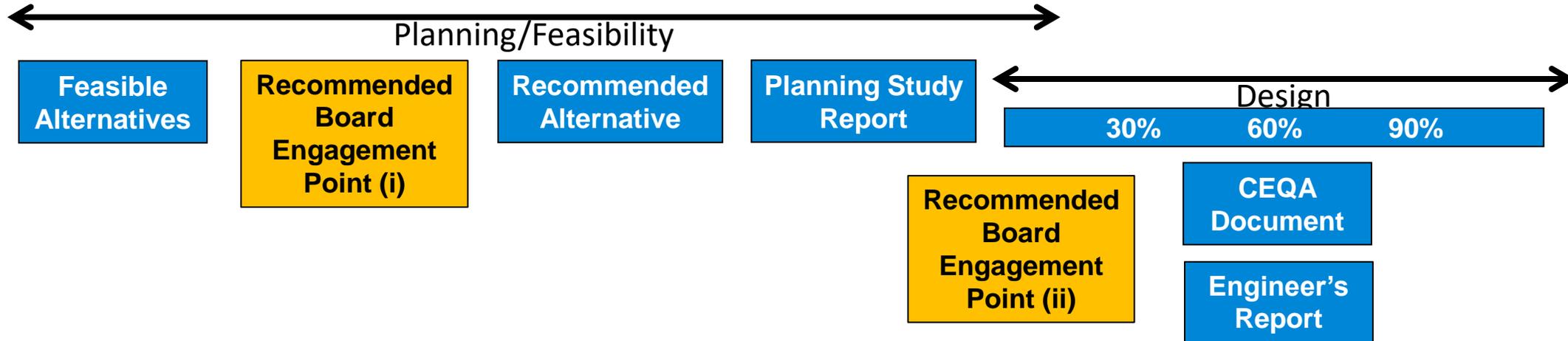
\* This is an example of the Project Delivery Process that may be followed and may not apply to all capital projects.



# Capital Improvement Program (CIP) Project Delivery Process\*

Board Engagement/Actions

**Additional Recommended Points for Board Engagement**



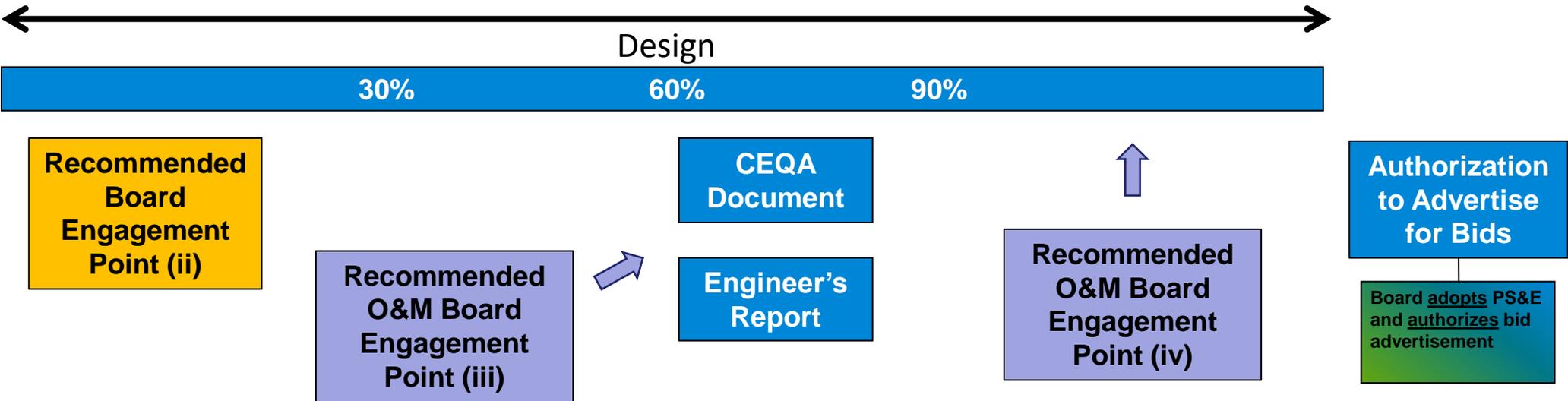
For capital projects with unusually complex fiscal, jurisdictional, environmental, or community considerations:

- i. During the Planning/Feasibility Phase, after identifying the Feasible Alternatives but before selecting the Recommended Alternative, present the Feasible Alternatives and staff's initially proposed Recommended Alternative to the Capital Improvement Program (CIP) Committee. If recommended by the CIP Committee, present them to the Board for feedback to inform the selection of the Recommended Alternative; and
- ii. For the projects for which the Board provided feedback regarding the Recommended Alternative, should changes to the project occur during the Planning and initial Design Phases that result in a significant deviation from the Recommended Alternative, staff will return to both the CIP Committee and the Board to provide information and receive feedback, as necessary, prior to the public review of the California Environmental Quality Act (CEQA) document.

# Capital Improvement Program (CIP)

## Project Delivery Process\*

### Additional Recommended Points for O&M Engagement



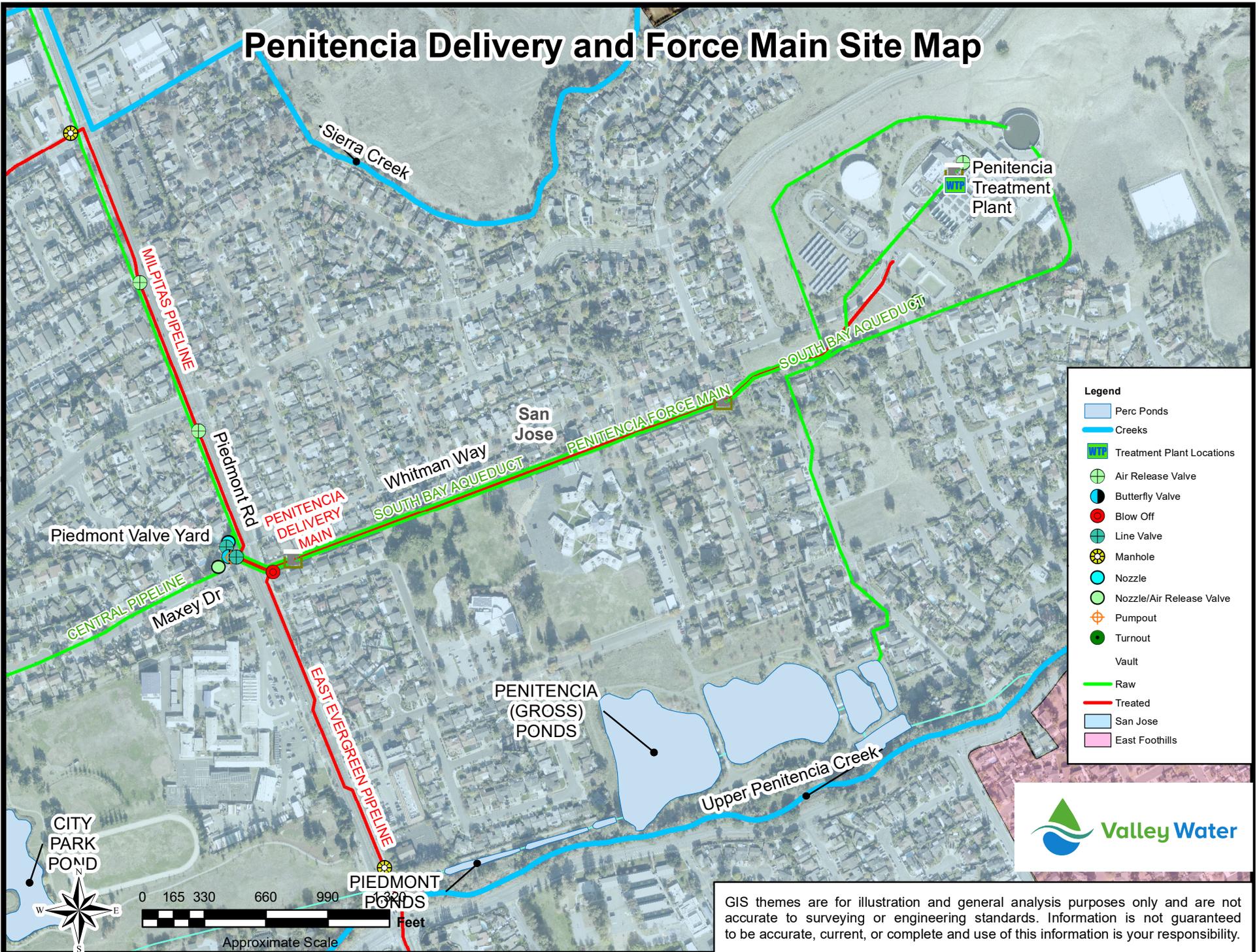
For all capital projects:

- iii. As part of the Board memo on either the Engineer's Report or CEQA document, include an O&M cost and impact assessment
- iv. If significant changes occur after the Engineer's Report or CEQA document is approved by the Board, present an updated O&M cost and impact assessment to the Capital Improvement Program (CIP) Committee



\* This is an example of the Project Delivery Process that may be followed and may not apply to all capital projects.

# Penitencia Delivery and Force Main Site Map



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# Santa Clara Valley Water District

File No.: 25-0998

Agenda Date: 3/24/2026

Item No.: 4.3.

## BOARD AGENDA MEMORANDUM

Government Code § 84308 Applies: Yes  No   
(If "YES" Complete Attachment A - Gov. Code § 84308)

### SUBJECT:

Adopt Recommended Positions on State Legislation: AB 2051 (Wicks) Public Resources: Coastal Resilience Permitting Working Group, SB 872 (McNerney) Climate Change: Funding Priorities, SB 1085 (Durazo) Water Supply Planning: California Environmental Quality Act Determination, SB 1153 (Caballero) Disaster Preparedness: Urban Retail Water Suppliers And Public Water Systems: Wildfire, and Other Legislation Which May Require Urgent Consideration for a Position by the Board.

### RECOMMENDATION:

- A. Adopt a position of "Support" on: AB 2051 (Wicks) Public Resources: Coastal Resilience Permitting Working Group;
- B. Adopt a position of "Support and Amend" on: SB 872 (McNerney) Climate Change: Funding Priorities;
- C. Adopt a position of "Support" on: SB 1085 (Durazo) Water Supply Planning: California Environmental Quality Act Determination;
- D. Adopt a position of "Support" on: SB 1153 (Caballero) Disaster Preparedness: Urban Retail Water Suppliers and Public Water Systems: Wildfire.

### SUMMARY:

**AB 2051 (Wicks) Public Resources: Coastal Resilience Permitting Working Group (Introduced - 02/18/2026)**

**Position Recommendation: Support**

**Priority Recommendation: 2**

AB 2051 directs the California Natural Resources Agency (CNRA), in consultation with the California Environmental Protection Agency (CalEPA), to convene an interagency Coastal Resilience Permitting Working Group to identify administrative actions and legislative recommendations to streamline and accelerate permitting for coastal resilience and sea level rise adaptation projects.

This bill establishes a structured, collaborative process to improve coastal resilience permitting through administrative reform, interagency coordination, and identifying future legislative action. Specifically, the bill would:

- Require CNRA and CalEPA to convene a Coastal Resilience Permitting Working Group,

including relevant agencies and commissions.

- Direct the Working Group to develop a Coastal Resilience Permitting Roadmap that:
  - Identifies administrative reforms that agencies can implement under existing authority.
  - Recommends standardized and predictable permitting processes.
  - Assesses agency workforce needs & funding strategies to recruit and retain qualified permitting staff.
  - Identifies potential areas for legislative reform to accelerate permitting.
- Establish coastal and Bay advisory groups composed of federal agencies, local governments, special districts, and coastal interest groups to advise the Roadmap process and recommend permitting strategies.

*Impact to Santa Clara Valley Water District (Valley Water)*

California's current coastal permitting system presents substantial barriers to timely and cost-effective project delivery. These barriers reduce the effectiveness of public funding, increase costs for projects, and slow the delivery of urgently needed resilience improvements. Without targeted reforms, permitting bottlenecks threaten California's ability to implement climate adaptation at the scale and pace required.

AB 2051 is co-sponsored by the Bay Planning Coalition and the Bay Area Council.

Staff recommends that the Board adopt a position of "Support" on AB 2051.

*Pros*

- The creation of the working group allows for a thorough, collaborative process.
- This targeted, collaborative approach, if successful, would serve as a model for others to follow.

*Cons*

- The creation of a working group, rather than legislation with direct statutory reform, could delay the implementation of needed changes.
- The targeted focus on coastal resilience projects on the California coast and San Francisco Bay fails to address similar permitting challenges across many water infrastructure projects.

**SB 872 (McNerney) Climate Change: Funding Priorities (Amended - 02/18/2026)**  
**Position Recommendation: Support and Amend**  
**Priority Recommendation: 2**

The Sacramento-San Joaquin River Delta and the State Water Project (SWP) together make up

California's primary water source, providing freshwater supplies to 27 million people, businesses, and farms in the Central Valley, the Bay Area, and Southern California.

But the Delta's levees and the SWP's water canals are in desperate need of repair. Many of the Delta's aging levees are at risk of collapse, threatening the region with catastrophic flooding. And the SWP's canals are being seriously impacted by sinking land, imperiling up to 80% of the system's water supplies.

SB 872 protects California's main water system by directing \$300 million annually in Greenhouse Gas Reduction Fund (GGRF) dollars to essential levee repairs in the Delta and shoring up SWP's canals to prevent interruptions in essential water deliveries.

### *Impact to Valley Water*

Approximately 40% of our water supplies are conveyed through the Delta by the SWP and the Central Valley Project (CVP).

Subsidence, or the sinking of land due to loss of groundwater or soil matter, is one of the greatest challenges facing California's water infrastructure. Over-pumping of groundwater has led to significant land subsidence along the California Aqueduct, which delivers water from the Delta to much of the state. If not repaired, subsidence threatens to reduce the water-carrying capacity of the SWP by 87% by 2040.

Subsidence repairs to the SWP are estimated to cost about \$3 billion over 20 years. Without this investment, subsidence damage will lead to higher costs and risks to California ratepayers who are already struggling with multiple affordability issues.

The Sacramento-San Joaquin River Delta, which provides the state's main supply of water, consists of 1,100 miles of levees that protect our freshwater from saltwater intrusion. It also provides essential flood protection for that region, including for more than 500,000 people, farms, and businesses, while also supporting a vibrant ecosystem of plants and animals.

However, many of these critical levees date back to the 1800s and no longer meet the US Army Corps of Engineers' safety standards. The levees are at risk of breaching - a grave threat to human lives, property, and drinking water supplies. The Delta Stewardship Council estimates that the necessary levee improvements will cost about \$3.24 billion in total and protect \$22 billion in state assets.

Sponsored by the State Water Contractors and Restore the Delta, SB 872 brings together traditional adversaries to support projects that will benefit the entire state and secure critical funding for needed repairs.

Staff recommends that the Board adopt a position of "Support and Amend" on SB 872. Our recommended amendment would allow subsidence repair funding to be used on all conveyance facilities, not just those that are a part of the State Water Project.

*Pros*

- Provides much-needed funding for critical water infrastructure.
- Brings together traditional adversaries with a shared common goal - protecting vital water infrastructure.

*Cons*

- As currently written, the bill excludes CVP conveyance facilities that also require subsidence repairs.
- Dedicates a significant amount of the legislature's discretionary GGRF funding to addressing subsidence and levee repair, thus reducing the amount of available funding to other alternatives.

**SB 1085 (Durazo) Water Supply Planning: California Environmental Quality Act Determination (Introduced - 02/13/2026)**

**Position Recommendation: Support**

**Priority Recommendation: 2**

SB 1085 requires any project meeting the definition in Water Code Section 10912(a) to be subject to a Water Supply Assessment (WSA), regardless of whether the project is subject to the California Environmental Quality Act (CEQA). Under current law, WSAs are typically required when a qualifying development project undergoes CEQA review. However, recent legislation has created statutory CEQA exemptions for certain housing and manufacturing projects. As a result, some projects that meet the Water Code demand thresholds may no longer trigger a WSA. SB 1085 rectifies this loophole by requiring large development projects to continue evaluating long-term water supply reliability, even if they are exempt from CEQA.

*Impact to Valley Water*

Valley Water serves as the wholesale water supplier and groundwater manager for approximately 2 million residents in Santa Clara County. The WSA process is an important planning tool that ensures large development projects have identified reliable water supplies and necessary infrastructure before receiving approval. As climate change continues to affect water availability and droughts increase in duration and intensity, maintaining this process is critical to protecting long-term water supply reliability and ratepayer interests.

In recent years, the Legislature has adopted several measures to streamline development by expanding CEQA exemptions. For example, AB 130 (Committee on Budget, 2025) created a CEQA exemption for certain qualifying housing projects under 20 acres, and SB 131 (Committee on Budget and Fiscal Review, 2025) established an exemption for projects

consisting exclusively of advanced manufacturing facilities. While these policies were intended to accelerate development, they also removed the CEQA trigger that historically required a WSA for qualifying projects. SB 1085 addresses this unintended consequence by ensuring that projects meeting Water Code thresholds remain subject to a WSA, regardless of CEQA status.

By preserving the WSA requirement, SB 1085 promotes early coordination between water suppliers and developers, supports responsible growth, and helps prevent approval of projects without adequate long-term water supply planning.

Staff recommends that the Board adopt a position of “Support” on SB 1085.

*Pros*

- Maintains long-term water supply planning for large development projects.
- Ensures water supply reliability is evaluated even when projects are exempt from CEQA.
- Protects ratepayers from the risks associated with insufficient water planning.
- Promotes early coordination between water suppliers and developers.

*Cons*

- May be perceived as adding an additional procedural requirement to housing projects exempt from CEQA.
- Could face opposition from builders concerned about development timelines.

**SB 1153 (Caballero) Disaster Preparedness: Urban Retail Water Suppliers and Public Water Systems: Wildfire (Introduced - 02/18/2026)**  
**Position Recommendation: Support**  
**Priority Recommendation: 2**

As wildfires are becoming more frequent and destructive across California, misunderstandings of the limitations of public water systems have led to unrealistic public expectations, and the financial burden of litigation ultimately is borne by ratepayers, impacting water affordability.

SB 1153 would establish that water supply or pressure limitations during a wildfire are not a substantial cause of wildfire damage, and that wildfire spread is not an inherent risk of water system design. The bill would make key findings and declarations regarding the roles and limitations of public water systems in responding to wildfires.

SB 1153 would also strengthen wildfire preparedness for public water systems in high-risk fire areas by requiring urban retail water suppliers serving high- or very-high fire hazard severity zones to include wildfire-specific incident response procedures in their emergency response plans, beginning January 1, 2028.

*Impact to Valley Water*

California faces catastrophic climate-driven wildfires, exacerbated by periods of heavy rainfall followed by periods of extreme drought. These wildfires place extraordinary demands on water systems.

Public water systems are designed to provide customers with safe, reliable drinking water and aid in structural firefighting for the properties they serve. They are not designed, intended, or funded to supply the significant volume of water necessary for large-scale wildfire defense and suppression, and doing so would be physically impracticable, financially infeasible, and would compromise water quality and affordability.

Water systems can become overwhelmed when too many fire hydrants are used within the same pressure zone. For a structural fire, three to five fire engines might respond. During a wildfire, there can be hundreds of fire engines connected to the same system. Wildfires can also damage pipelines, storage tanks, and power infrastructure, further limiting system performance.

Misunderstandings of the limitations of public water systems have led to unrealistic public expectations and to the perception that water systems underperformed following a wildfire event. Following major wildfire events, public water agencies have increasingly faced claims and lawsuits for wildfire damage. The financial burden of litigation ultimately is borne by ratepayers, impacting water affordability.

SB 1153 is sponsored by the Association of California Water Agencies (ACWA). Staff recommends that the Board adopt a position of “Support” on SB 1153.

*Pros*

- Strengthens preparedness by requiring urban retail water suppliers in high and very high fire hazard severity zones to incorporate wildfire-specific response procedures into existing emergency plans, beginning January 1, 2028.
- Establishes that water supply or pressure limitations during a wildfire are not a substantial cause of wildfire damages.
- Affirms system design limits by recognizing that wildfire spread is not an inherent risk of water system design.
- Protects ratepayers, supports emergency response, and ensures the long-term

reliability of California's drinking water systems.

*Cons*

- None.

**ENVIRONMENTAL JUSTICE IMPACT:**

There are no Environmental Justice impacts associated with this item. The Board's position does not enact the legislation discussed above. If the enactment of state legislation necessitates an action by the Board, any associated Environmental Justice impacts will be assessed when the Board considers the action.

**FINANCIAL IMPACT:**

There is no financial impact associated with this item.

**CEQA:**

The recommended action does not constitute a project under CEQA because it does not have a potential for resulting in direct or reasonably foreseeable indirect physical change in the environment.

**ATTACHMENTS:**

None.

**UNCLASSIFIED MANAGER:**

Marta Lugo, 408-630-2237



# Santa Clara Valley Water District

File No.: 26-0262

Agenda Date: 3/24/2026

Item No.: 5.1.

## BOARD AGENDA MEMORANDUM

Government Code § 84308 Applies: Yes  No   
(If "YES" Complete Attachment A - Gov. Code § 84308)

### SUBJECT:

Adopt a Resolution Authorizing Conveyance of a Real Property Interest to the Santa Clara Valley Transportation Authority (VTA) for the Bay Area Rapid Transit Silicon Valley Berryessa Extension Project; Authorize the Interim Chief Executive Officer to Execute the Quitclaim Deed and the Agreement to Acquire Easement Interests, and to Accept an Assignment of Utility and Ingress/Egress Easements (Milpitas, District 3).

### RECOMMENDATION:

- A. Adopt the Resolution DECLARING THAT A REAL PROPERTY INTEREST (EASEMENT 9433-3) OWNED BY THE SANTA CLARA VALLEY WATER DISTRICT ON APN 092-07-010 IS NO LONGER REQUIRED FOR DISTRICT USE AND THAT THE REAL PROPERTY INTEREST BE CONVEYED BY QUITCLAIM DEED TO THE SANTA CLARA VALLEY TRANSPORTATION AUTHORITY AS OWNER OF APN 092-07-010 PURSUANT TO SECTION 31(g) OF THE DISTRICT ACT (SAN JOSE, DISTRICT 3);
- B. Authorize the Interim CEO to execute a Quitclaim Deed (9433-3.1) conveying a Real Property Interest (Easement 9433-3) owned by Santa Clara Valley Water District on APN 092-07-010 to Santa Clara Valley Transportation Authority (VTA).
- C. Authorize the Interim CEO to approve an Easement Agreement with VTA, for acquisition of easement interests (9433-18, 9433-19, 9433-20, 9433-21, and 9433-23) on APNs 092-08-083 and 092-08-002; and
- D. Authorize the Interim CEO to accept the Assignment of Utility and Ingress/Egress Easements (9433-22) from VTA.

### SUMMARY:

The Bay Area Rapid Transit Silicon Valley Berryessa Extension (BART Extension) project, completed in 2020, is a 10-mile rapid transit project that begins in Fremont and ends in the Berryessa area of San Jose. Construction of the Milpitas and North San Jose/Berryessa stations required the realignment of Santa Clara Valley Water District's (Valley Water) Milpitas and Central pipelines, which was authorized by Valley Water permit. At this time, Staff recommends that the Board approve a series of property rights transactions that reflect the new pipeline alignment through the VTA Milpitas Transit Station ( Attachment 1, Station Map). Additional real property exchanges and minor boundary line adjustments will be brought the Board for future consideration

### Background

In 2013, the Board of Directors authorized issuance of a Water Resource Protection Ordinance Encroachment Permit for construction of the Milpitas Transit Station and realignment of the Milpitas Pipeline (MPL) prior to the transfer of real property land rights, to allow VTA to proceed expeditiously with construction of the BART Extension project. At that time, Valley Water and VTA entered into a pipeline relocation agreement requiring VTA to pay relocation costs and to provide replacement right of way for the new segment of the MPL. The relocation of the MPL and removal of the abandoned portions of the pipeline have been completed and VTA opened the BART Extension for revenue ridership in 2020. Valley Water and VTA staff have now completed negotiations of acceptable terms for the land rights transfers. These negotiations were consistently friendly but complicated by several factors. The former alignment of the MPL was in the parking area of a commercial truck yard with relatively unrestricted access for operations and maintenance. The relocated segment of the pipeline is within the main thoroughfare of a public transit facility (Attachment 1; "Water Pipeline Easement from VTA to VW"). Provision of Valley Water access to the new alignment required consideration of traffic patterns, Homeland Security guidelines, transit operations, and other utilities located in proximity to the relocated pipeline. In addition, VTA engaged in lengthy litigation with prior owners of the properties delaying completion of this exchange of easements.

### Land Rights Exchange

At this time, staff recommends that the Board approve the conveyance of Valley Water's easement rights on APN 092-07-010 to VTA (Attachment 2, Resolution, and Attachment 5, Quitclaim Deed). These rights allowed Valley Water to operate and maintain the MPL, which VTA has relocated off the property on which the easement rights are located as part of the BART Extension project construction. Therefore, these rights are now excess, and may expose Valley Water to unnecessary liability. Section 31(a) of the District Act states that the Board "may determine, by resolution duly entered in their minutes, that any real property, or interest therein, held by the district is no longer necessary to be retained for the uses and purposes thereof, and may thereafter sell, lease, or otherwise dispose of the property pursuant to this section." Section 31(g) of the District Act provides for the transfer of such land rights to public agencies by terms and conditions that are agreed upon by the Board.

In exchange, and to allow Valley Water to operate and maintain the pipeline in its new location within the Milpitas Transit Station, VTA would grant Valley Water a pipeline easement, construction staging easement, and an access easement on its property APNs 092-08-083 and 092-08-002. These land rights would be provided by VTA to Valley Water via the Easement Agreement (Attachment 3; See Parcels 1, 1A, 2, 2A and 2B on Station Map). Additionally, as part of the exchange, VTA would assign Valley Water easement rights which VTA acquired from private property owners to construct the Extension. These easement rights would be transferred to Valley Water via the Assignment of Utility and Ingress/Egress Easements (Attachment 4; See Parcels 3 and 3A on Station Map). Staff recommends the Board approve these agreements to accept the easements from VTA, as an equivalent exchange for the quitclaim of the excess easement to VTA.

### **ENVIRONMENTAL JUSTICE IMPACT:**

There are no environmental justice impacts associated with this item. This action is unlikely to or will not result in disproportionate impacts on any specific community(ies) relative to the general population from the implementation of this project/program.

**FINANCIAL IMPACT:**

There is no financial impact associated with the exchange of land rights with VTA, which are considered of equivalent value due to the release of potential liability associated with excess easement rights and the need for Valley Water to maintain operations and maintenance access to the Milpitas Pipeline. In addition, VTA has borne all costs associated with relocation of the MPL and removal of abandoned portions of the pipeline. Staff costs for reviewing the Extension project, construction coordination and oversight, the processing of the land rights transfers, and issuance of encroachment permits are reimbursed to Valley Water by VTA.

**CEQA:**

VTA certified an Environmental Impact Report (EIR) for the BART extension in December 2004. VTA certified a Supplemental EIR in June 2007 to update information from the original EIR, and a second Supplemental EIR in 2011 verifying the project's applicability to the first phase of the BART Silicon Valley to San Jose.

Valley Water, acting as a Responsible Agency, made required findings on December 13, 2011 (Resolution No. 11-80) in support of the project and specific improvements to Valley Water property and facilities. Based on these findings, the Board authorized the issuance of encroachment permits for the relocation of the Milpitas Pipeline and considered the transfer of associated land rights on March 12, 2013. The real estate transactions under consideration are consistent with those previous actions and the Board can rely on the CEQA findings made under Resolution No. 11-80. No further action is required under CEQA.

**ATTACHMENTS:**

- Attachment A: Gov. Code § 84308
- Attachment 1: Map of Milpitas Transit Station
- Attachment 2: Resolution
- Attachment 3: Easement Agreement
- Attachment 4: Ingress/Egress Easements
- Attachment 5: Quitclaim Deed

**UNCLASSIFIED MANAGER:**

Lisa Bankosh, 408-630-2618

Attachment A: Gov. Code § 84308

Authorize Board Chair to Execute a Post Construction Easement Agreement and a Quitclaim Deed with Santa Clara Valley Transportation Authority; and Authorize the Interim Chief Executive Officer to Accept an Assignment of Utility and Ingress/Egress Easements from the Santa Clara Valley Transportation Authority Related to the Construction of the San Francisco Bay Area Rapid Transit Silicon Valley Extension Project Milpitas Transit Station. (Milpitas, District 3)

List of Parties and Their Agents/Representatives Known to Staff:

<u>Organization Name</u>	<u>Name</u>	<u>Role</u>	<u>Location</u>
Santa Clara Valley Transportation Authority	Carolyn Gonot	General Manager, CEO	3331 North First Street, Bldg. A, San Jose, CA 95134

List of Participants and Their Agents/Representatives Known to Staff:

<u>Organization Name</u>	<u>Name</u>	<u>Role</u>	<u>Location</u>

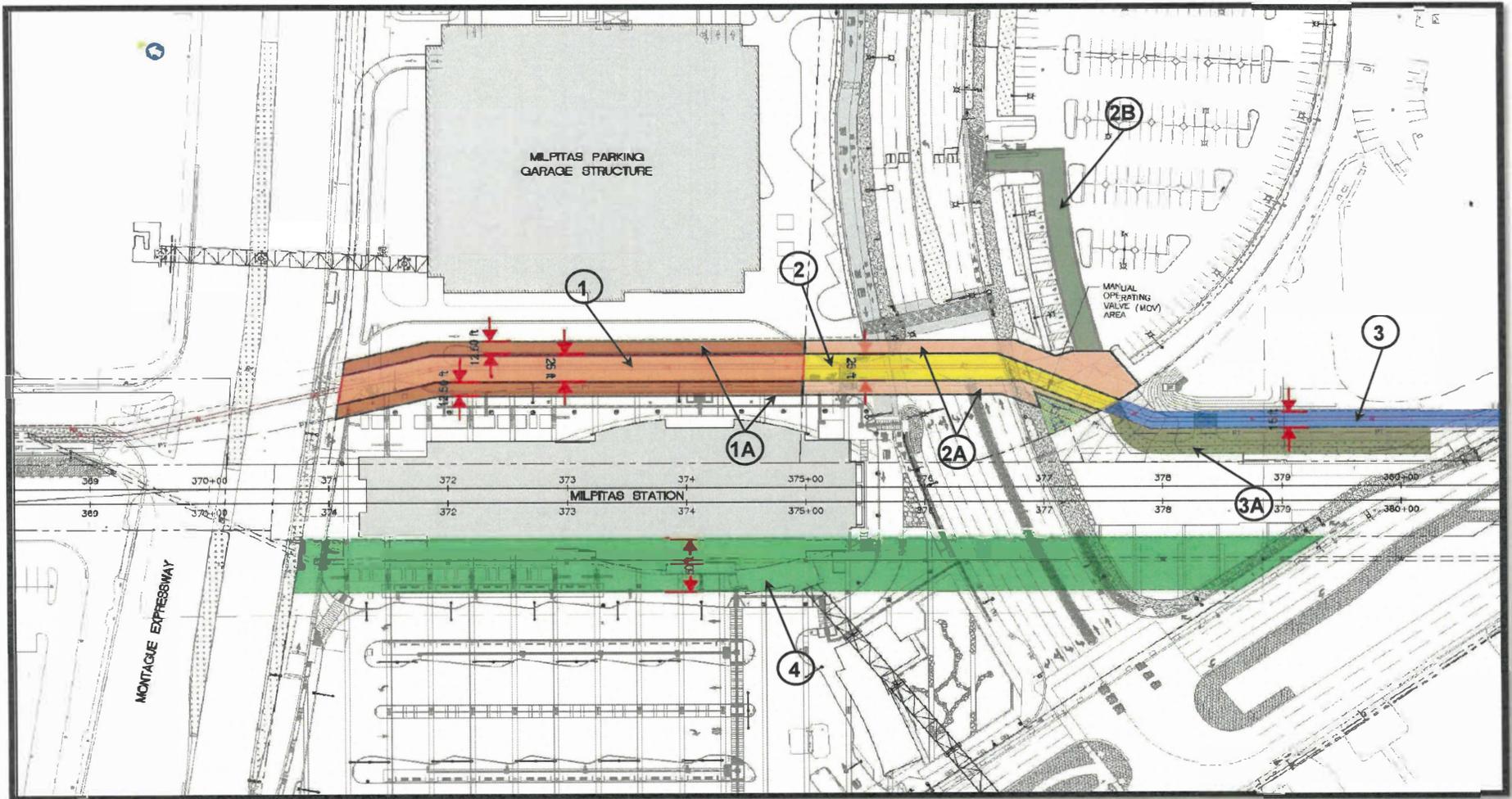
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# Attachment 1

Cover Page

Map of Milpitas Transit Station

1 page to follow



- ① Water Pipeline Easement (Exclusive) from VTA to VW - B2252
- ② Water Pipeline Easement (Exclusive) from VTA to VW - B2253
- ③ Water Pipeline Easement (Exclusive) from VTA to VW - B2250
- ④ VW to Quitclaim to VTA - B2251

- ①A Water Pipeline Easement (Non-Exclusive) from VTA to VW - B2252
- ②A Water Pipeline Easement (Non-Exclusive) from VTA to VW - B2253
- ③A Ingress/Egress Easement (Non-Exclusive) from VTA to VW - B2250
- ②B Ingress/Egress Easement (Non-Exclusive) from VTA to VW - B2253

**MILPITAS STATION AREA  
RIGHT-OF-WAY EXHIBIT**

# Attachment 2

Cover Page

Resolution

7 pages to follow

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

**RESOLUTION NO. 2026-**

**DECLARING THAT A REAL PROPERTY INTEREST (EASEMENT 9433-3) OWNED BY THE SANTA CLARA VALLEY WATER DISTRICT ON APN 092-07-010 IS NO LONGER REQUIRED FOR DISTRICT USE AND THAT THE REAL PROPERTY INTEREST BE CONVEYED BY QUITCLAIM DEED TO THE SANTA CLARA VALLEY TRANSPORTATION AUTHORITY AS OWNER OF APN 092-07-010 PURSUANT TO SECTION 31(g) OF THE DISTRICT ACT (SAN JOSE, DISTRICT 3)**

WHEREAS, in 1990, the Santa Clara Valley Water District (“District”) acquired an easement interest, identified as File 9433-3 (“District Property”), for the Milpitas Pipeline (“MPL”) on APN 092-07-010, more particularly described and depicted in Exhibit A; and

WHEREAS, APN 092-07-010 (“Subject Property”) is currently owned by the Santa Clara Valley Transportation Authority (“VTA”), Santa Clara County, California; and

WHEREAS, in 2013, VTA began construction on phase one of the Bay Area Rapid Transit (BART) Silicon Valley Berryessa Extension project (“Extension”) to include two rapid transit stations, one in Milpitas and the other in San Jose; and

WHEREAS, to allow VTA to begin construction of the Extension, the District issued a Water Resource Protection Ordinance Encroachment Permit (“Permit”) to VTA and entered into a pipeline relocation agreement requiring VTA to pay MPL relocation costs and provide the District with replacement right of way for the relocated portion of the MPL; and

WHEREAS, the District Property, due to relocation of the portion of the MPL on the Subject Property by VTA, is no longer required for the purposes it was acquired; and

WHEREAS, pursuant to Section 31(g) of the District Act, the Board may by a majority vote sell, lease or otherwise transfer to another public entity, any real property or interest therein, belonging to the District upon the terms and conditions that are agreed on;

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

1. Declare an easement interest owned by the Santa Clara Valley Water District (File 9433-3) on APN 092-07-010, is no longer required for District use; and
2. Determine that the easement interest can be transferred to the fee-owner of APN 092-074-010, currently the Santa Clara Valley Transportation Authority, pursuant to the terms and conditions agreed upon; and
3. Authorize the disposition of this easement interest in real property pursuant to Section 31(g) of the District Act.

DECLARING THAT A REAL PROPERTY INTEREST (EASEMENT 9433-3) OWNED BY THE SANTA CLARA VALLEY WATER DISTRICT ON APN 092-07-010 IS NO LONGER REQUIRED FOR DISTRICT USE AND THAT THE REAL PROPERTY INTEREST BE CONVEYED BY QUITCLAIM DEED TO THE SANTA CLARA VALLEY TRANSPORTATION AUTHORITY AS OWNER OF APN 092-07-010 PURSUANT TO SECTION 31(g) OF THE DISTRICT ACT (SAN JOSE, DISTRICT 3) Resolution No. 2026-

---

PASSED AND ADOPTED by the Board of Directors of the Santa Clara Valley Water District by the following vote on March 24, 2026:

AYES: Directors

NOES: Directors

ABSENT: Directors

ABSTAIN: Directors

SANTA CLARA VALLEY WATER DISTRICT

---

TONY ESTREMER  
Chair, Board of Directors

ATTEST: CANDICE KWOK-SMITH

---

Clerk, Board of Directors

DECLARING THAT A REAL PROPERTY INTEREST (EASEMENT 9433-3) OWNED BY THE SANTA CLARA VALLEY WATER DISTRICT ON APN 092-07-010 IS NO LONGER REQUIRED FOR DISTRICT USE AND THAT THE REAL PROPERTY INTEREST BE CONVEYED BY QUITCLAIM DEED TO THE SANTA CLARA VALLEY TRANSPORTATION AUTHORITY AS OWNER OF APN 092-07-010 PURSUANT TO SECTION 31(g) OF THE DISTRICT ACT (SAN JOSE, DISTRICT 3) Resolution No. 2026-

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# EXHIBIT A COVERSHEET

## LEGAL DESCRIPTION OF DISTRICT PROPERTY

No. of Pages: 4

Exhibit Attachments: None

**EXHIBIT "A"**

RECORDING REQUESTED BY  
VALLEY TITLE COMPANY  
ESCROW NO. 199761-MC  
INSURED

"EXHIBIT J"

10563688

DO NOT WRITE ABOVE THIS LINE

Recorded at the request of  
**Valley Title Company**

RECORD WITHOUT FEE UNDER SECTION 6103,  
GOVERNMENT CODE OF THE STATE OF CALIFORNIA  
AFTER RECORDING RETURN TO  
SANTA CLARA VALLEY WATER DISTRICT  
6750 ALMADEN EXPRESSWAY  
SAN JOSE, CALIFORNIA 95118

*No Fee*  
JUN 21 1990

JUN 21 15 1 8:00AM

LAURIE KANE, Recorder  
Santa Clara County, Official Records

L393 PAGE 1249

APH NO. 92-07-006 CODE NO. 12-002

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**WATER PIPELINES  
EASEMENT DEED  
(INDIVIDUAL)**

DOCUMENT NO. 9433-3

RECORD WITHOUT FEE UNDER SECTION 6103  
GOVERNMENT CODE OF THE STATE OF CALIFORNIA

Armand Kunde and Joan Kunde, his wife

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

Being a portion of the lands described in the deed recorded in Book 0769 of Official Records at page 699, et. seq., in the office of the Recorder, County of Santa Clara, State of California, to wit:

Beginning at the intersection of the easterly line of said lands, as described in said deed, with the northeasterly line of Capitol Avenue (width varies); thence along said northeasterly line of Capitol Avenue, N 59°05'00"W 86.99 feet; thence leaving said northeasterly line N 24°00'00"W 875.98 feet to the southerly line of the lands conveyed to the County of Santa Clara in the deed recorded in Book 0778 of Official Records at page 116; thence along said southerly line N 74°41'52"E 50.58 feet to the aforesaid easterly line of said lands, as described in first said deed; thence along said easterly line, S 24°00'00"E 939.52 feet to the Point of Beginning.

Containing 1.042 acres of land more or less.

TOGETHER with a Temporary Construction Easement shown in the crosshatched area of the attached plat designated Exhibit A. The Temporary Construction Easement shall commence with the start of District's construction, which is estimated to be September 1, 1990, and will run for a period of 15 months. In any event, the Temporary Construction Easement will terminate on May 31, 1992.

92-7-1.1

**EXHIBIT A**

PROJECT NO. 9433  
FILE NO. 3  
TITLE REPORT NO. VT-193761

REV.	APPR.	DATE	DESCRIPTION
1	MR	8/89	REV. TCE AREA TAKE
2			
3			

SCALE 1" = 200'

DRAWN	DON SMITH
DATE	6/21/89

SCVND

DO NOT WRITE ABOVE THIS LINE

...ement area shall be kept clear of any type of building, fences, structure, pavement, or trees, unless prior written approval is obtained from District, except for all existing fences. If grantor requests District's approval for a use of the easement area which is compatible with District's uses of said area, District's approval will not be unreasonably withheld. The easement shall include the right to construct, reconstruct, inspect, maintain and repair water pipelines and appurtenant structures, together with the right to trim or remove such trees or brush within the easement area as may constitute a hazard to persons or property or may interfere with the use of the said area for the purposes granted. It also shall include the right to enter upon said land with vehicles, tools, implements, and other materials, take therefrom and use, earth, rock, sand and gravel for the purpose of excavating, widening, deepening, and otherwise rectifying the water pipeline and for the construction, maintenance and repair of said water pipelines, and appurtenant structures by said District, its officers, agents, and employees, and by persons under contract with it and their employees whenever and wherever necessary for water pipelines and appurtenant structures.

District shall also have the right to mark the location of said described area by suitable markers, but said markers shall be placed in fences or other locations which will not interfere with any reasonable use first party shall make of said strip.

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

Dated this 8 day of May 1990. Signed and delivered in the presence of Richard S. Miller, Armand Kunde, Joan Kunde

ACKNOWLEDGMENT OF SUBSCRIBING WITNESS

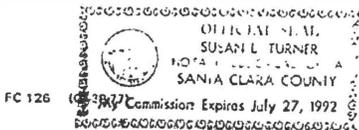
STATE OF CALIFORNIA } ss. San Jose COUNTY OF Santa Clara }

On May 23, 1990, before me, the undersigned, a Notary Public in and for the State of California, residing therein, duly commissioned and sworn, personally appeared Richard S. Miller, known to me to be the person whose name is subscribed to the within instrument as a witness thereto, who, being by me duly sworn, deposed and said that he resides in the County of Santa Clara, State of California; that he was present and saw

Armand Kunde and Joan Kunde personally known to him to be the persons described in and whose names are subscribed to the within instrument, execute the same, and that said subscribed his name thereto as a witness to said execution.

WITNESS my hand and official seal. (Seal) Susan L. Turner

Name (Typed or Printed) Notary Public in and for said State



ACKNOWLEDGEMENT GRANTOR(S)

STATE OF CALIFORNIA } ss. COUNTY OF }

On ... before me, the undersigned, a Notary Public in and for the State of California, residing therein, duly commissioned and sworn, personally appeared

known to me to be the person whose name is subscribed to the within instrument and acknowledged that executed the same.

WITNESS my hand and official seal. (Seal)

Name (Typed or Printed) Notary Public in and for said State

EXHIBIT A

PROJECT NO. 9433 FILE NO. 3 TITLE REPORT NO. VT-199761

SCALE 1" = 200'

Table with columns: DRAWN, DON SMITH, DATE, 6/21/89

Table with columns: REV., APPR., DATE, DESCRIPTION. Row 1: 1, HR, 8/89, REV. TCE AREA TAKE

SCVWD

L393 PAGE 1251

CERTIFICATE OF CONSENT AND ACCEPTANCE

This is to certify that the interest in real property conveyed by the attached Deed or Grant to Santa Clara Valley Water District is hereby accepted by the undersigned duly authorized agent on behalf of the Board of Directors of said Santa Clara Valley Water District, pursuant to authority conferred by Resolution No. 68-25 of said Board of Director's adopted on the 26th day of March 1968, recorded March 27th, 1968 in Book 8069, Page 535, Official Records of Santa Clara County, California, and the Grantee consents to recordation thereof by its said duly authorized agent.

Dated: JUN 5 1968, 19.....

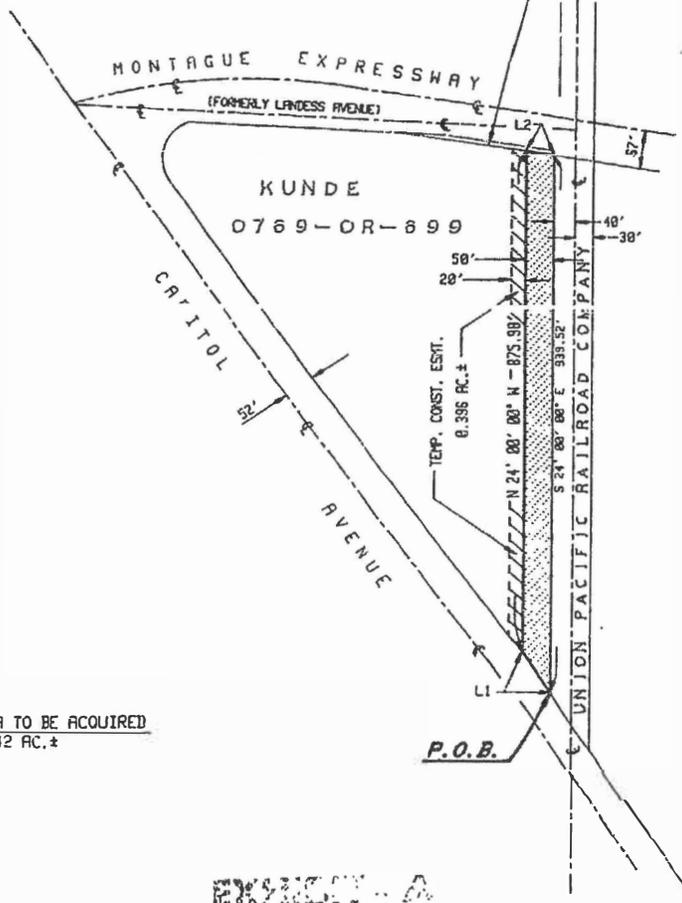
SANTA CLARA VALLEY WATER DISTRICT

By: *[Signature]*  
Clerk of the Board of Directors  
(Strike out inapplicable one)

LABEL	BEARING	DISTANCE
L1	N 59° 05' 00" W	86.99'
L2	N 74° 41' 50" E	50.50'



COUNTY OF  
SANTA CLARA  
0778-OR-118



AREA TO BE ACQUIRED  
1.042 AC. ±

EXHIBIT - A

REV.	APPR.	DATE	DESCRIPTION
1	MAR	8/89	REV. TCE AREA TAKE
2			
3			

PROJECT NO. 9433  
FILE NO. 3  
TITLE REPORT NO. VT-193751

SCALE 1" = 200'

DRAWN	DON SMITH
DATE	6/21/89

SCVMD

# 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: \_\_\_\_\_

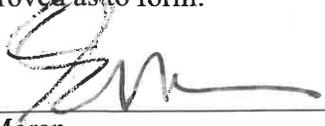
By: \_\_\_\_\_  
Omar El-Qoulaq  
Assistant District Counsel

“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

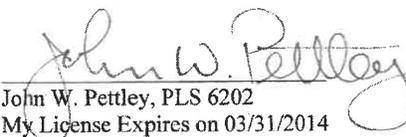
Being a portion of that certain parcel of land as designated and described as "Parcel One" in the Grant Deed filed for record on November 9, 2011 as Document No. 21410851, records of Santa Clara County, said parcel also being a portion of Parcel "B", as said parcel is shown on the Parcel Map recorded 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

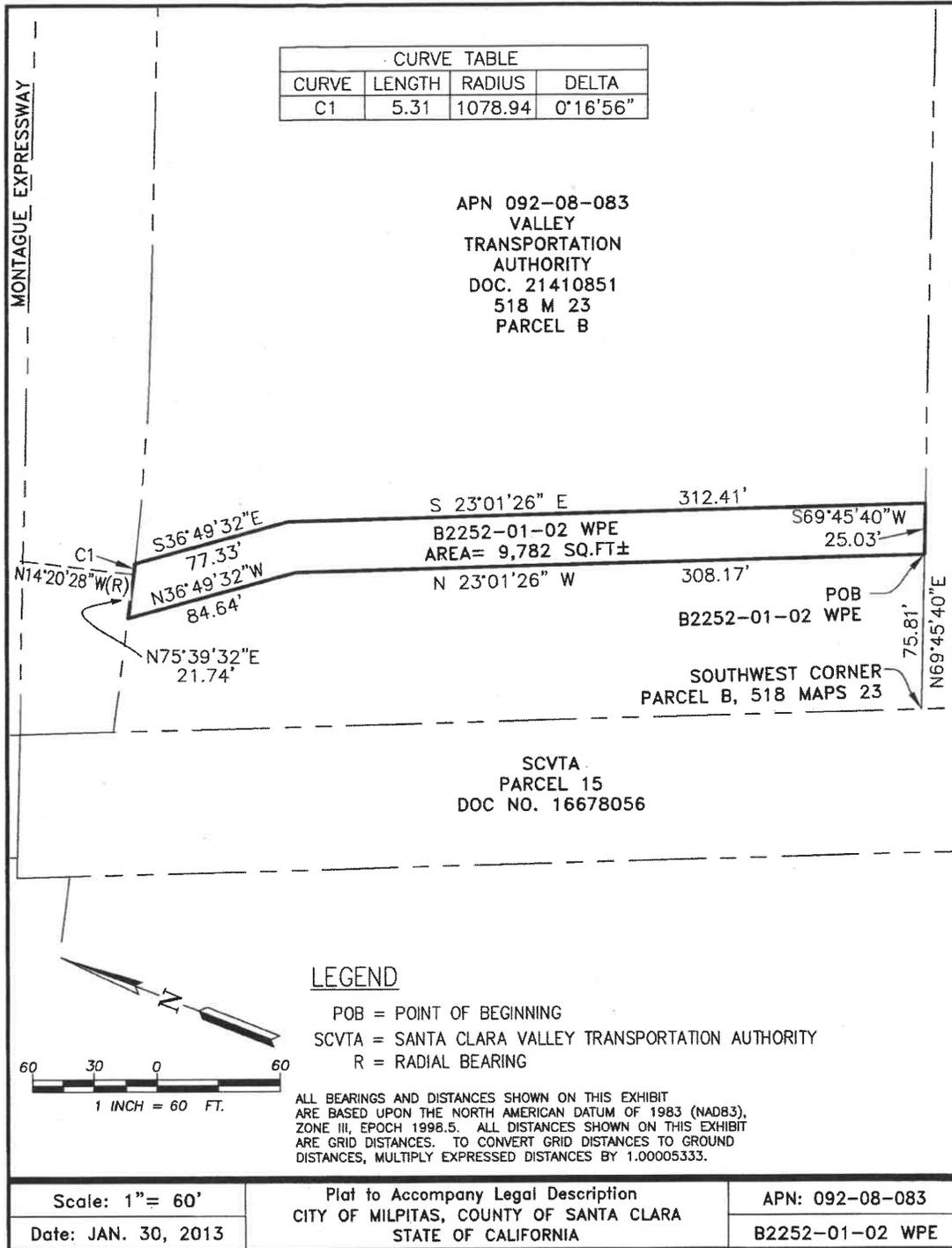
1. North 23°01'26" West, a distance of 308.17 feet; thence
2. North 36°49'32" West, a distance of 84.64 feet to the northwesterly line of said Parcel "B"; thence along said northwesterly line
3. North 75°39'32" East, a distance of 21.74 feet to the beginning of a tangent curve to the left with radius 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:

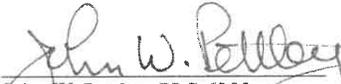
Being a portion of that parcel of land as described in the grant deed filed on December 30, 2012 as Document No. 21028699, records of Santa Clara County, and being more particularly described as follows:

**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

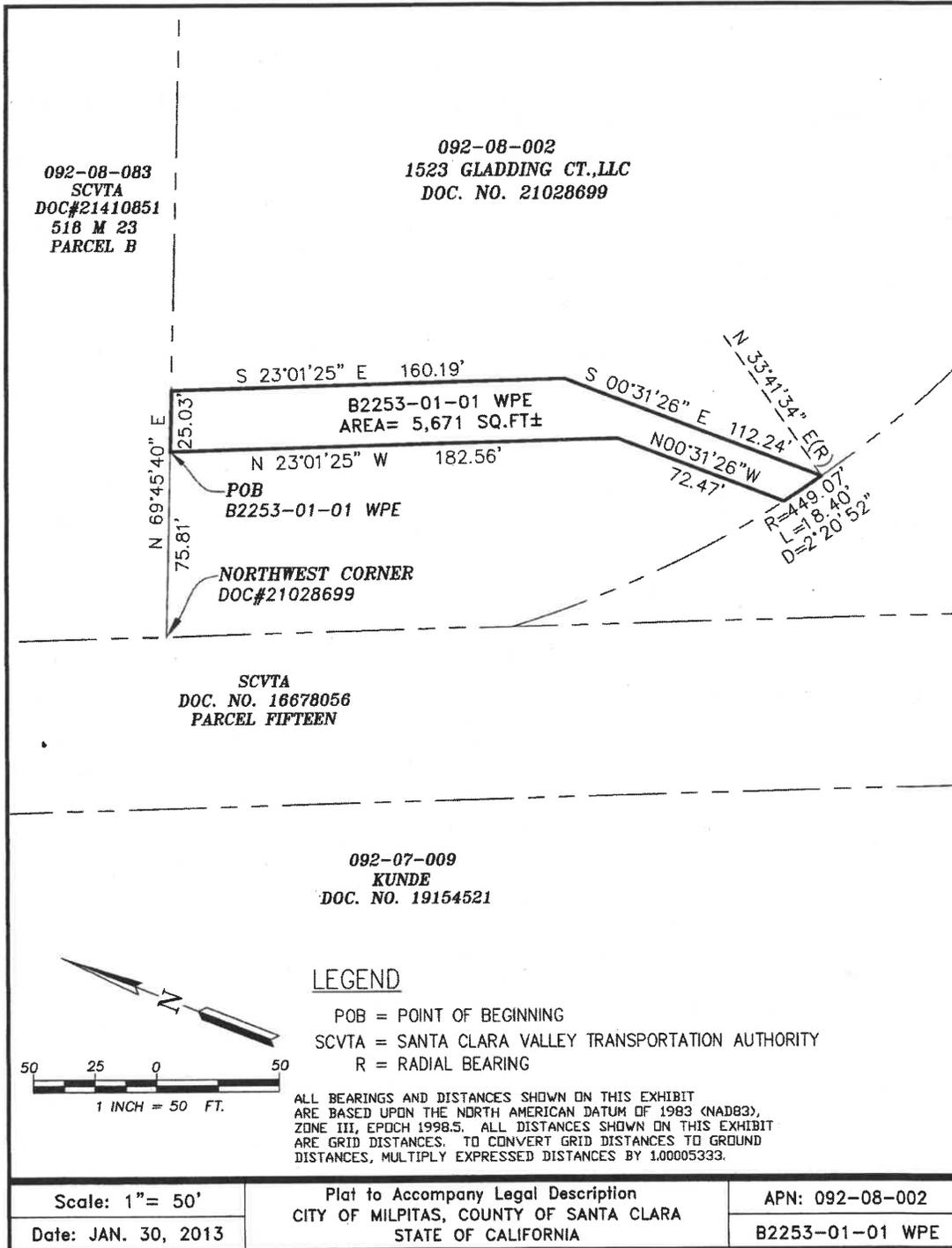
- 1) North 69°45'40" East, a distance of 25.03 feet; thence leaving said northwesterly line
- 2) South 23°01'25" East, a distance of 160.19 feet; thence
- 3) South 00°31'26" East, a distance of 112.24 feet to the beginning of a non-tangent curve to the right, the center of which bears North 33°41'34" 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





**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.

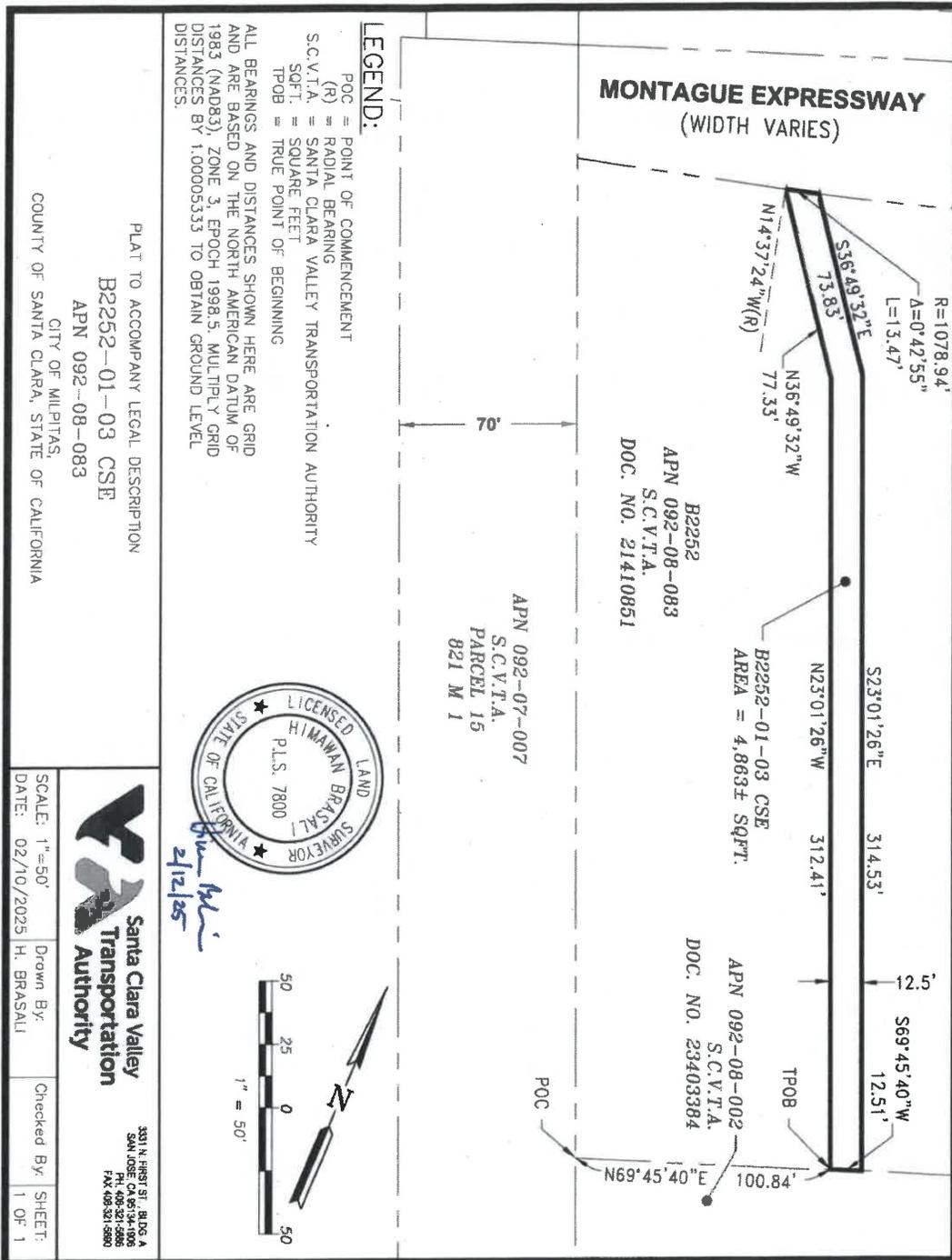
This description was prepared by me or under my direction in conformance with the Professional Land Surveyors Act. All bearings and distances are based on the North American Datum of 1983 (NAD83),

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.

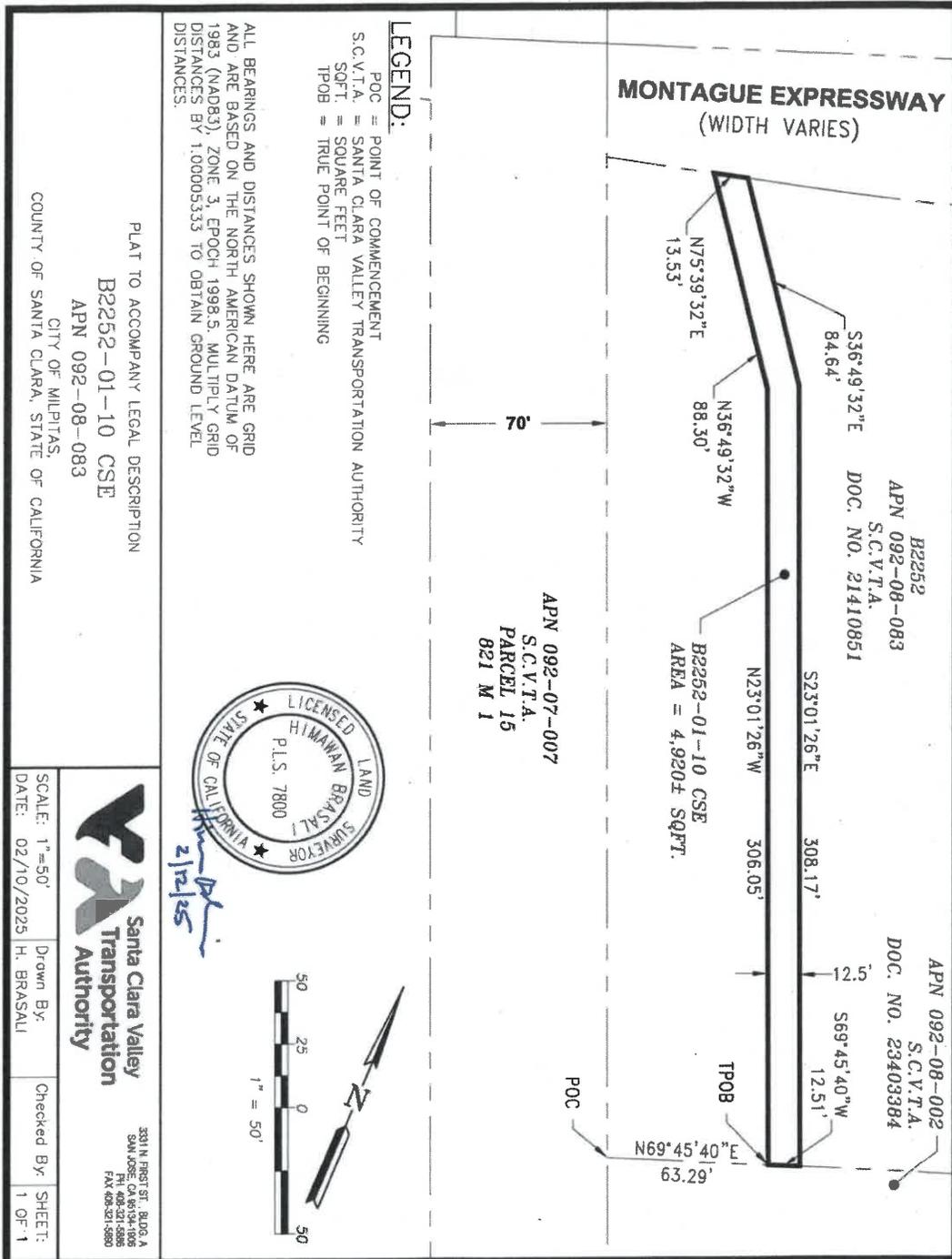
Plat Exhibit attached and by this reference made a part hereof.

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.

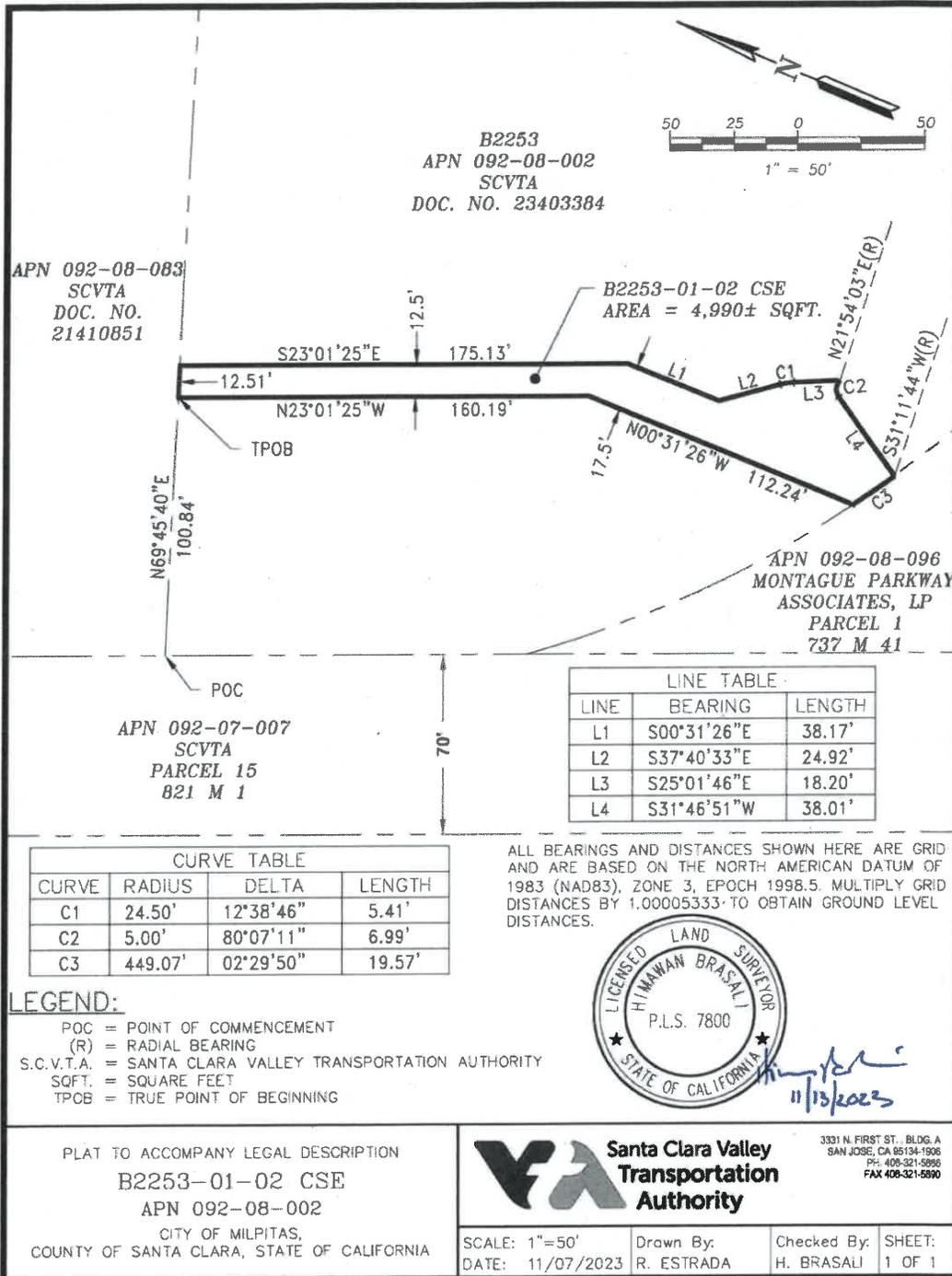
11/13/2023  
Date



Himawan Brasali  
Himawan Brasali, LS 7800  
Survey & Mapping Manager

# EXHIBIT "B"

## CONSTRUCTION STAGING EASEMENT AREA



S:\VIA 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.

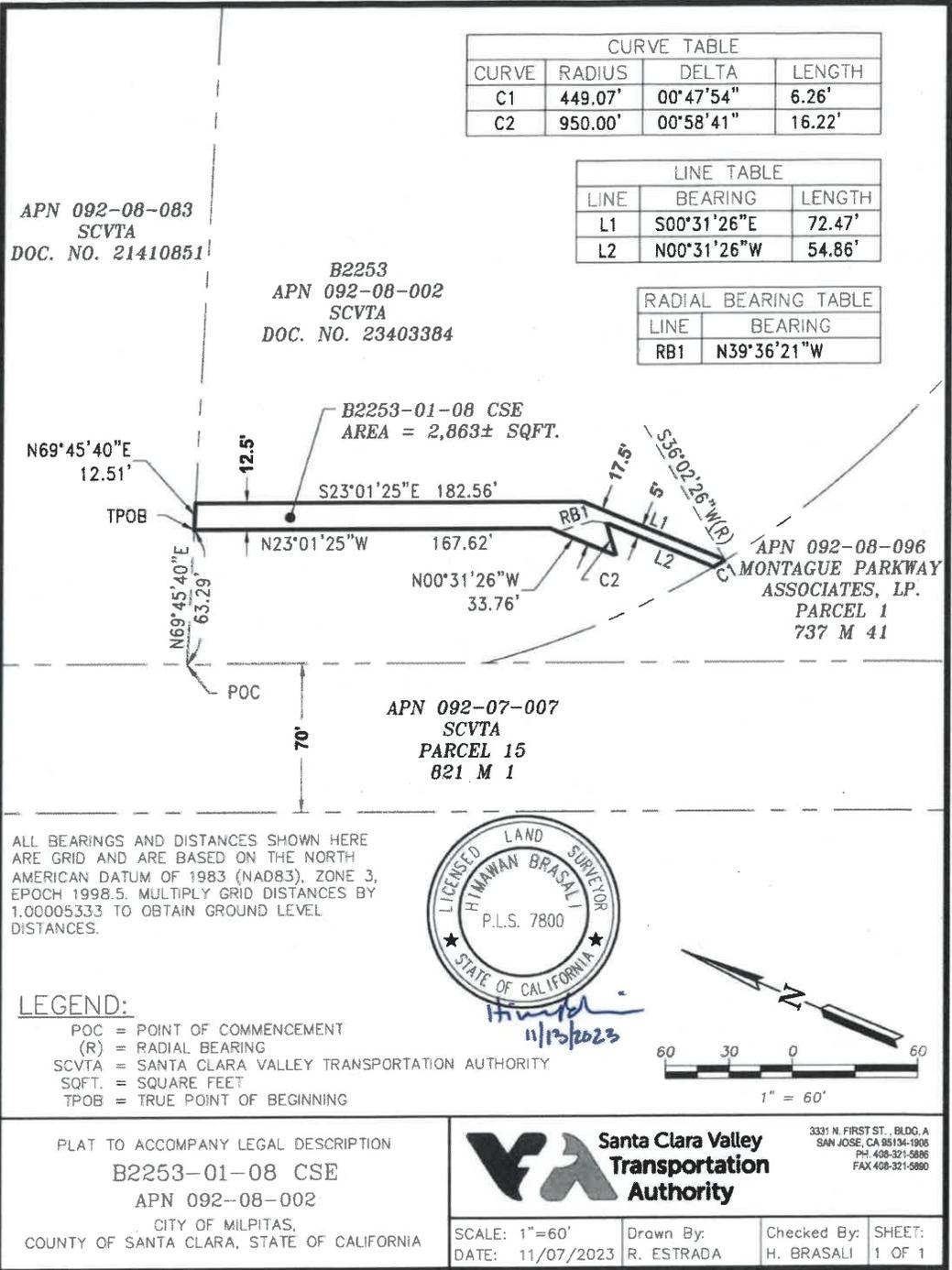
This description was prepared by me or under my direction in conformance with the Professional Land Surveyors Act. All bearings and distances are based on the North American Datum of 1983 (NAD83), Zone III, epoch 1998.5. All distances are grid distances. To convert grid distances to ground distances,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



CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	449.07'	00°47'54"	6.26'
C2	950.00'	00°58'41"	16.22'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°31'26"E	72.47'
L2	N00°31'26"W	54.86'

RADIAL BEARING TABLE	
LINE	BEARING
RB1	N39°36'21"W

APN 092-08-083  
SCVTA  
DOC. NO. 21410851

B2253  
APN 092-08-002  
SCVTA  
DOC. NO. 23403384

B2253-01-08 CSE  
AREA = 2,863± SQFT.

N69°45'40"E  
12.51'

TPOB

12.5'

S23°01'25"E 182.56'

N23°01'25"W 167.62'

N00°31'26"W  
33.76'

17.5'

S36°02'26"W(R)  
L1  
L2

APN 092-08-096  
MONTAGUE PARKWAY  
ASSOCIATES, LP.  
PARCEL 1  
737 M 41

POC

70'

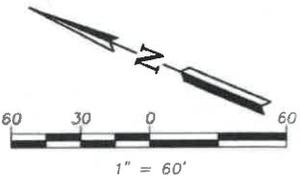
APN 092-07-007  
SCVTA  
PARCEL 15  
B21 M 1

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

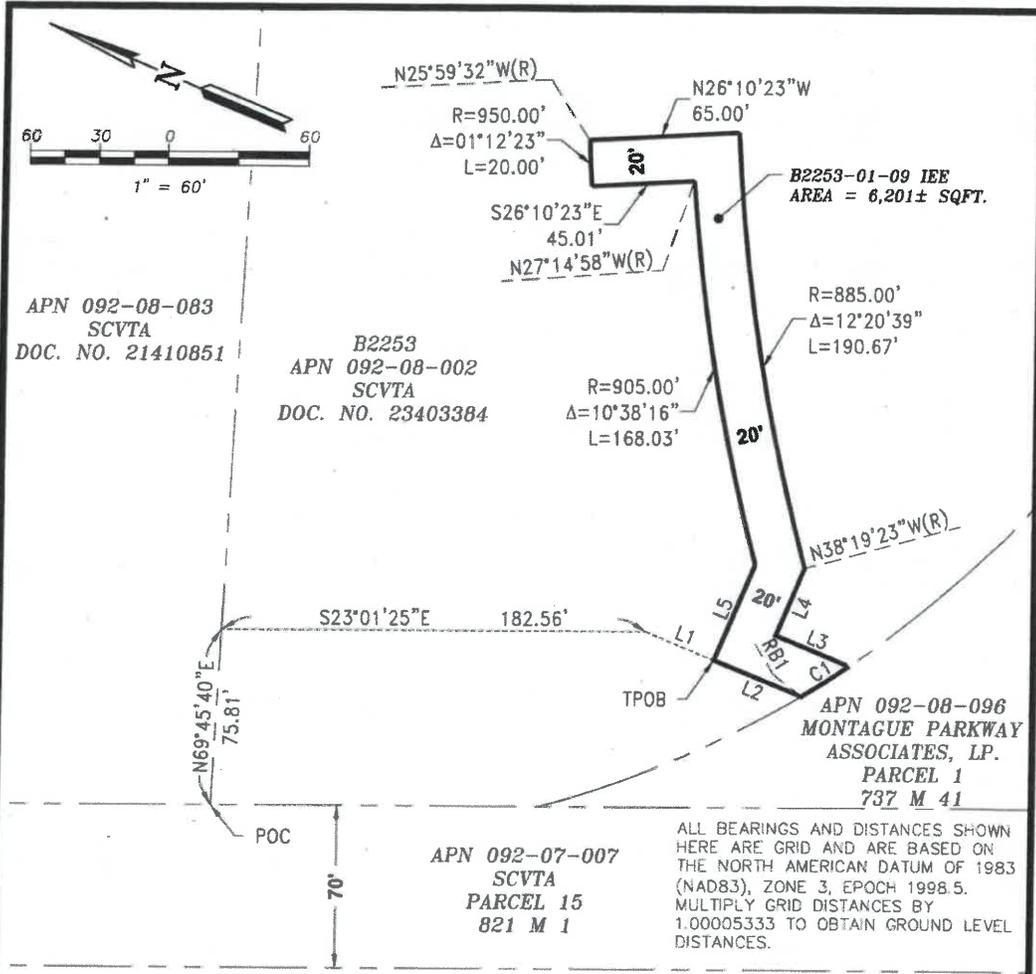
Date



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*  
28 AUG 2019



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

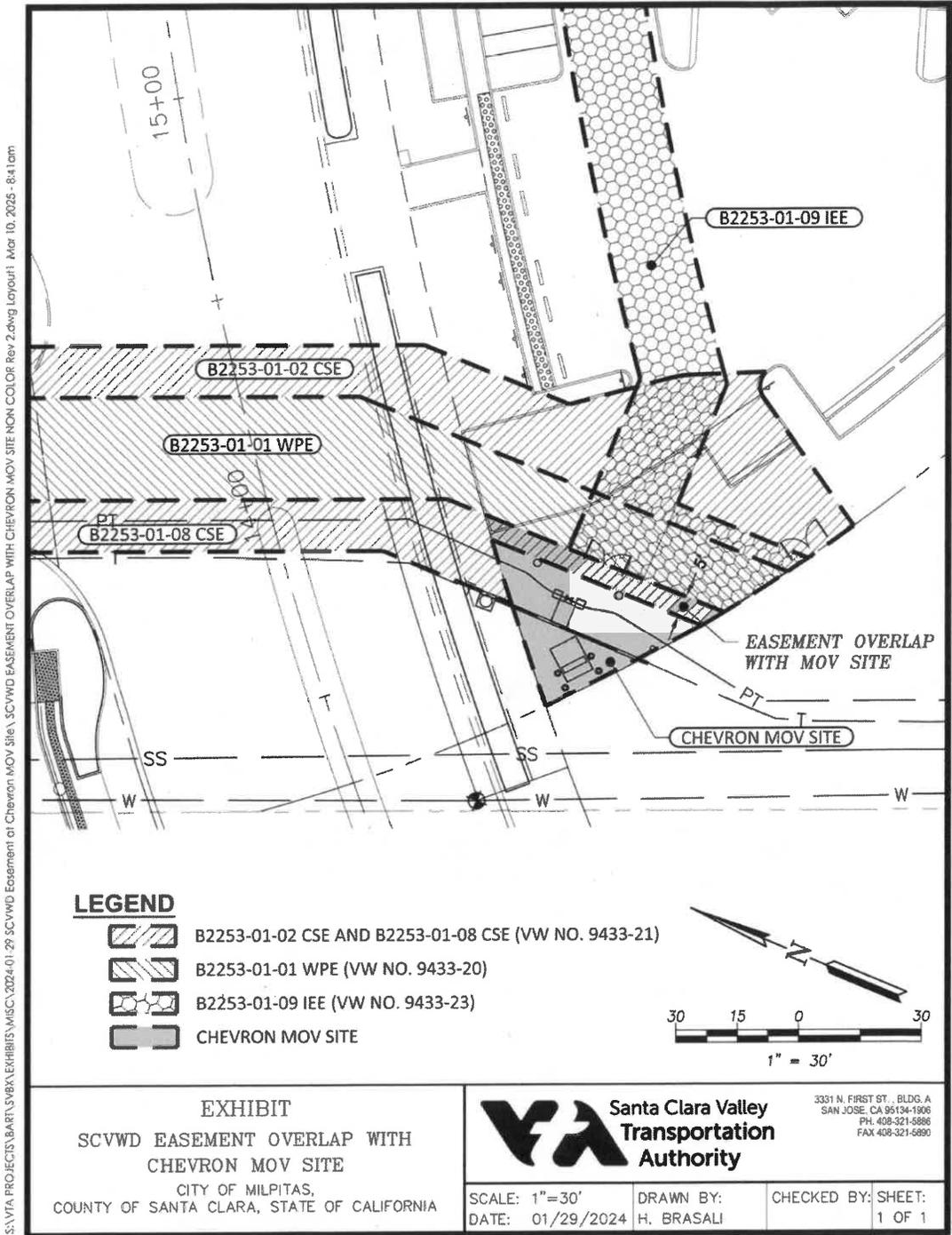
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
 B2253-01-09 IEE  
 APN 092-08-002  
 CITY OF MILPITAS,  
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA



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



**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

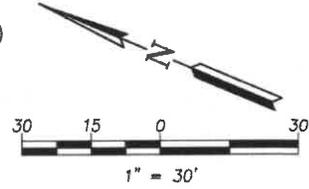


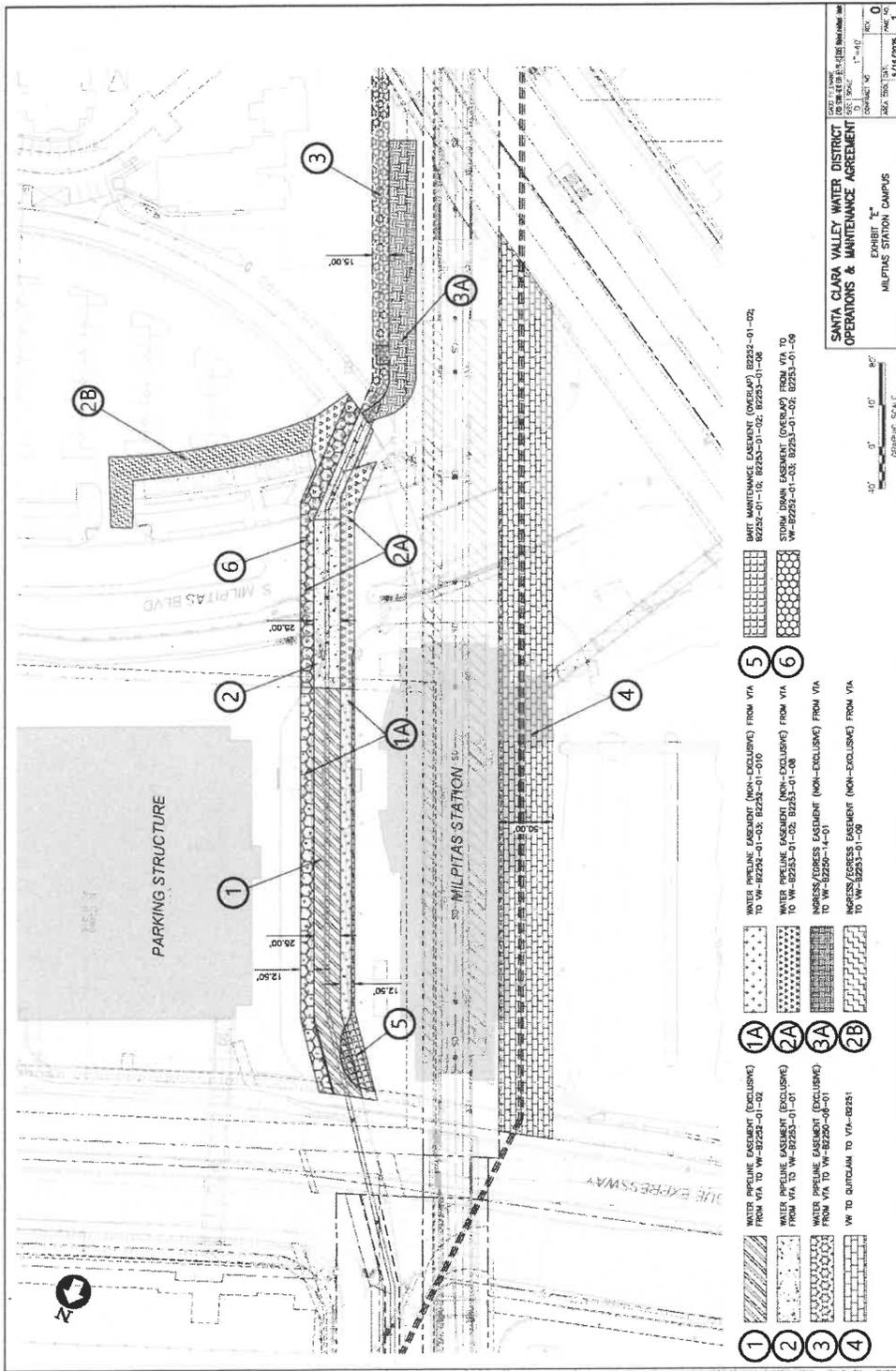
EXHIBIT  
SCVWD EASEMENT OVERLAP WITH  
CHEVRON MOV SITE  
CITY OF MILPITAS,  
COUNTY OF SANTA CLARA, STATE OF CALIFORNIA



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



# Attachment 4

Cover Page

Assignment of Utility and Ingress/Egress Easements

74 pages to follow

Recorded at the request of and when recorded return to:

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

Record Without Fee  
California Government Code §6103 & §27383

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Project.: Silicon Valley Berryessa Extension (SVBX)  
Project Parcel Nos.: B2250-06-01; B2250-14-01 (3/3A)  
SCVWD No.: 9433-22  
APN.: 092-08-096 (portion)  
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

**Assignment of Utility and Ingress/Egress Easements**

For valuable consideration, receipt of which is hereby acknowledged, **SANTA CLARA VALLEY TRANSPORTATION AUTHORITY**, a California special district ("Assignor"), does hereby assign, transfer and convey to **SANTA CLARA VALLEY WATER DISTRICT**, a special district, created by the California State Legislature, all of Assignor's rights, title, interests and obligations under (1) that certain Utility Easement designated as Parcel B2250-06 and described in Exhibit "B" of the Final Order of Condemnation recorded on February 24, 2021, in the Official Records of the Santa Clara County Recorder as Document No. 24845817 ("FOC") and (2) that certain Ingress and Egress Easement designated as Parcel B2250-14 and described in Exhibit "B" of the FOC.

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment this 14th day of October, 2025 ("Effective Date").

**SANTA CLARA VALLEY TRANSPORTATION AUTHORITY**, a California special district

By:   
Carolyn M. Gonot  
General Manager/CEO

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

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

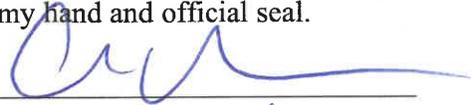
State of CA

County of Santa Clara

On 10/9/25 before me, Christina Mendoza a Notary Public, personally appeared Carayn 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.

Signature: 

Name: Christina Mendoza  
(typed or printed)



(Seal)

Project: Silicon Valley Berryessa Extension (SVBX)  
Parcel No.: B2250-06-01 and B2250-14-01 (3/3A)  
Grantor.: Santa Clara Valley Transportation Authority  
Deed Type: Assignment of Utility and Ingress/Egress Easements

**CERTIFICATE OF ACCEPTANCE**



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

**COPY**

**24845817**

Regina Alcomendras  
Santa Clara County - Clerk-Recorder  
02/24/2021 11:30 AM

RECORDING REQUESTED BY:

**CONFORMED COPY**

Copy of document recorded.  
Has not been compared with original.

EVELYNN TRAN, SB #203473  
General Counsel and Interim General  
SUSANA INDA, SB #303668  
Assistant Counsel  
Santa Clara Valley Transportation Authority  
3331 North First Street  
San Jose, CA 95134-1906  
Telephone: 408-321-5550

WHEN RECORDED MAIL TO:

SANTA CLARA VALLEY  
TRANSPORTATION AUTHORITY  
Office of the General Counsel  
3331 North First Street  
San Jose, CA 95134-1906

---

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

**FINAL ORDER OF CONDEMNATION**

---

Santa Clara Valley Transportation Authority v. Montague Parkway Associates, LP, et al.

Santa Clara County Superior Court No. 12-CV-220334

No fee required pursuant to Gov't Code § 6103

SEPARATE PAGE, PURSUANT TO GOV'T CODE § 27361.6

1           **IT APPEARING** to this Court that Plaintiff SANTA CLARA VALLEY TRANSPORTATION  
2 AUTHORITY (“VTA”) commenced this now consolidated action on March 8, 2012 to acquire certain real  
3 property interests in and to a portion of property located at 755 E. Capital Avenue, Milpitas, California  
4 [APN 092-08-096] (the “MPA Property”), portions of which are being acquired by VTA and described in  
5 the attached Exhibit “A” (fee interests), Exhibit “B” (permanent easements) and Exhibit “C” (temporary  
6 construction easements). These property interests are being acquired for the construction of the BART  
7 Silicon Valley Berryessa Extension Project (the “Project”).

8           **THE COURT FINDS** that the Judgment in Condemnation has been entered in the above-entitled  
9 action in the office of the Clerk of the Santa Clara County Superior Court, State of California; that Judgment  
10 having been ordered, adjudged and decreed that Plaintiff VTA is entitled to take by condemnation the  
11 property and property interests described in Exhibits “A”, “B” and “C” hereto; that the Judgment in  
12 Condemnation, as stipulated by the parties, ordered that a Final Order may be entered upon satisfactory  
13 evidence that the monetary compensation has been paid to MPA, for the taking of the property and property  
14 interests; that VTA has paid to Defendant MONTAGUE PARKWAY ASSOCIATES, LP, a California  
15 limited partnership (“MPA”) the monetary amount set forth in the Judgment in Condemnation entered  
16 herein, which, along with the improvements which VTA has completed on the remainder MPA Property  
17 described in Exhibit “D” attached hereto and incorporated herein, constitute full and just compensation for  
18 the taking of the property and property interests.

19           **THIS COURT FURTHER FINDS** that MPA shall retain, and VTA will not extinguish the  
20 reservation of the roadway easement recorded in Santa Clara County, Book 7977 Page 149, dated December  
21 20th, 1967, for which MPA is the successor in interest, and that VTA will retain all rights as the underlying  
22 fee owner which are consistent with the roadway easement.

23           **THE COURT FURTHER FINDS** that Judgment in Condemnation having been entered in the  
24 above-entitled action, and that said Judgment having been ordered, adjudged and decreed that Defendants  
25 CITY OF MILPITAS, a municipal corporation, and FIRST AMERICAN TITLE INSURANCE  
26 COMPANY, a California corporation, both having filed disclaimers of interest pursuant to California Code  
27 of Civil Procedure section 1250.325, disclaim any and all rights, title or interest in or to any of the real  
28 property taken by VTA, or to the compensation awarded in the action, and therefore, Judgment is entered  
against them and they are not entitled to any compensation under this Judgment.

FINAL ORDER OF CONDEMNATION

90293

1 EVELYNN N. TRAN, SB #203473  
General Counsel  
2 SUSANA INDA, SB #303668  
Assistant Counsel  
3 Santa Clara Valley Transportation Authority  
3331 North First Street, C-2  
4 San Jose, California 95134-1906  
Telephone No.: (408) 321-5550  
5 Facsimile No.: (408) 321-7547

Filed  
January 29, 2021  
Clerk of the Court  
Superior Court of CA  
County of Santa Clara  
2012-1-CV-220334  
By: raragon

6 Attorneys for Plaintiff  
7 Santa Clara Valley Transportation Authority

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 COUNTY OF SANTA CLARA  
10 UNLIMITED JURISDICTION

11 SANTA CLARA VALLEY TRANSPORTATION  
12 AUTHORITY,

Case No.: 1-12-CV-220334

Public Entity  
Fee Exempt

13 Plaintiff(s),  
14 vs.

FINAL ORDER OF CONDEMNATION

15 MONTAGUE PARKWAY  
ASSOCIATES, LP, a California limited partnership;  
16 CITY OF MILPITAS, a  
municipal corporation; FIRST  
17 AMERICAN TITLE INSURANCE  
COMPANY, a California corporation;  
18 U.S. BANK TRUST NATIONAL  
ASSOCIATION; TCI CABLEVISION OF  
19 GEORGIA, INC., a Delaware  
corporation; FEDERAL NATIONAL  
20 MORTGAGE ASSOCIATION a/k/a  
21 FANNIE MAE; DEUTSCHE BANK, AG;  
COMCAST OF CALIFORNIA/COLORADO-  
22 /FLORIDA/OREGON, INC., a Georgia corporation;  
and DOES 2 through 50, inclusive,

[APN: 092-08-096]

23 Defendant(s).

24 -----  
25 MONTAGUE PARKWAY  
ASSOCIATES, LP,  
26 Plaintiff,

Consolidated Case No. 1-15-CV-281544

27 v.  
28 SANTA CLARA VALLEY  
TRANSPORTATION AUTHORITY,  
Defendants.

FINAL ORDER OF CONDEMNATION

90293

1           **IT APPEARING** to this Court that Plaintiff SANTA CLARA VALLEY TRANSPORTATION  
2 AUTHORITY ("VTA") commenced this now consolidated action on March 8, 2012 to acquire certain real  
3 property interests in and to a portion of property located at 755 E. Capital Avenue, Milpitas, California  
4 [APN 092-08-096] (the "MPA Property"), portions of which are being acquired by VTA and described in  
5 the attached Exhibit "A" (fee interests), Exhibit "B" (permanent easements) and Exhibit "C" (temporary  
6 construction easements). These property interests are being acquired for the construction of the BART  
7 Silicon Valley Berryessa Extension Project (the "Project").

8           **THE COURT FINDS** that the Judgment in Condemnation has been entered in the above-entitled  
9 action in the office of the Clerk of the Santa Clara County Superior Court, State of California; that Judgment  
10 having been ordered, adjudged and decreed that Plaintiff VTA is entitled to take by condemnation the  
11 property and property interests described in Exhibits "A", "B" and "C" hereto; that the Judgment in  
12 Condemnation, as stipulated by the parties, ordered that a Final Order may be entered upon satisfactory  
13 evidence that the monetary compensation has been paid to MPA, for the taking of the property and property  
14 interests; that VTA has paid to Defendant MONTAGUE PARKWAY ASSOCIATES, LP, a California  
15 limited partnership ("MPA") the monetary amount set forth in the Judgment in Condemnation entered  
16 herein, which, along with the improvements which VTA has completed on the remainder MPA Property  
17 described in Exhibit "D" attached hereto and incorporated herein, constitute full and just compensation for  
18 the taking of the property and property interests.

19           **THIS COURT FURTHER FINDS** that MPA shall retain, and VTA will not extinguish the  
20 reservation of the roadway easement recorded in Santa Clara County, Book 7977 Page 149, dated December  
21 20th, 1967, for which MPA is the successor in interest, and that VTA will retain all rights as the underlying  
22 fee owner which are consistent with the roadway easement.

23           **THE COURT FURTHER FINDS** that Judgment in Condemnation having been entered in the  
24 above-entitled action, and that said Judgment having been ordered, adjudged and decreed that Defendants  
25 CITY OF MILPITAS, a municipal corporation, and FIRST AMERICAN TITLE INSURANCE  
26 COMPANY, a California corporation, both having filed disclaimers of interest pursuant to California Code  
27 of Civil Procedure section 1250.325, disclaim any and all rights, title or interest in or to any of the real  
28 property taken by VTA, or to the compensation awarded in the action, and therefore, Judgment is entered  
against them and they are not entitled to any compensation under this Judgment.

FINAL ORDER OF CONDEMNATION

90293

1           **THE COURT FURTHER FINDS** that Judgment in Condemnation having been entered in the  
2 above-entitled action, and that said Judgment having been ordered, adjudged and decreed that Defendant  
3 TCI CABLEVISION OF GEORGIA, INC., a Delaware corporation was dismissed by VTA and Defendant  
4 COMCAST OF CALIFORNIA/COLORADO/FLORIDA/OREGON, INC., a Georgia corporation, having  
5 failed to respond to VTA's Complaint, this Court entered its default at VTA's request, and therefore,  
6 Judgment is entered against them and they are not entitled to any compensation.

7           **THE COURT FURTHER FINDS** that Judgment in Condemnation having been entered in the  
8 above-entitled action, and that said Judgment having been ordered, adjudged and decreed that Defendant  
9 FANNIE MAE, fka FEDERAL NATIONAL MORTGAGE ASSOCIATION by its Attorney in Fact PNC  
10 BANK, NATIONAL ASSOCIATION ("FNMA/PNC") and Defendant DEUTSCHE BANK, AG were  
11 dismissed by VTA, and therefore, Judgment is entered against them and they are not entitled to any  
12 compensation.

13           **THE COURT FURTHER FINDS** that Judgment in Condemnation having been entered in the  
14 above-entitled action, and that said Judgment having been ordered, adjudged and decreed that Defendant  
15 U.S. BANK NATIONAL ASSOCIATION, fka U.S. BANK TRUST NATIONAL ASSOCIATION and  
16 Defendant MIZUHO CAPITAL MARKETS LLC filed Disclaimers of Interest, and therefore, Judgment is  
17 entered against them and they are not entitled to any compensation.

18           **THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED** that the public interest and  
19 necessity require the acquisition of the property and property interests described and depicted in **Exhibits**  
20 **"A", "B" and "C"** attached hereto and incorporated herein by reference.

21           **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that upon recordation of a certified  
22 copy of this Final Order of Condemnation with the County Recorder of the County of Santa Clara, State of  
23 California, the real property interests, as described and depicted in **Exhibits "A", "B" and "C"** attached  
24 hereto, shall vest in VTA, its successors, and its assigns.

25           **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that any taxes, penalties or  
26 assessments of Santa Clara County, or any other taxing agency, accruing on the property described in  
27 **Exhibit "A"** attached hereto are hereby cancelled as of July 24, 2012 pursuant to Cal. Revenue and  
28 Taxation Code, Division 1, Article 5, Section 5081 et seq.

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IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Lis Pendens recorded in this action is hereby withdrawn.

**IT IS SO ORDERED.**

DATED: \_\_\_\_\_, 2020

January 14, 2021

  
\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT  
Kulkarni, Sunil R.

**Exhibit A (fee interests) to  
Final Order of Condemnation**



**LEGAL DESCRIPTION**

**FEE**

APN: 092-08-096

**REAL PROPERTY** situated in the City of Milpitas, County of Santa Clara, State of California, being a portion of Parcel 1, as shown on that certain Parcel Map filed March 19, 2001 in Book 737 of Maps at Page 41, Santa Clara County Records, more particularly described as follows:

**BEGINNING** at the most westerly corner of said Parcel 1, lying on the northeasterly line of Parcel 15, as described in the Grant Deed, recorded December 11, 2002, as Document No. 16678056, Santa Clara County Official Records;

Thence along said northeasterly line, South 23°01'16" East, 97.75 feet;

Thence North 66°58'44" East, 1.60 feet to a line parallel with and 1.60 feet northeasterly of said northeasterly line;

Thence along said parallel line, North 23°01'16" West, 19.73 feet to the beginning of a non-tangent curve to the right;

Thence northeasterly along said non-tangent curve, having a radius of 950.00 feet, the radial line of which bears North 43°41'36" West, through a central angle of 1°31'11", for an arc length of 25.20 feet, to the general northerly line of said Parcel 1 and the beginning of non-tangent curve to the right;

Thence northwesterly along said non-tangent curve and along said general northerly line, having a radius of 449.07 feet, the radial line of which bears South 42°14'56" West, through a central angle of 9°26'24" for an arc length of 73.99 feet to the **POINT OF BEGINNING**.

Containing an area of 949 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.

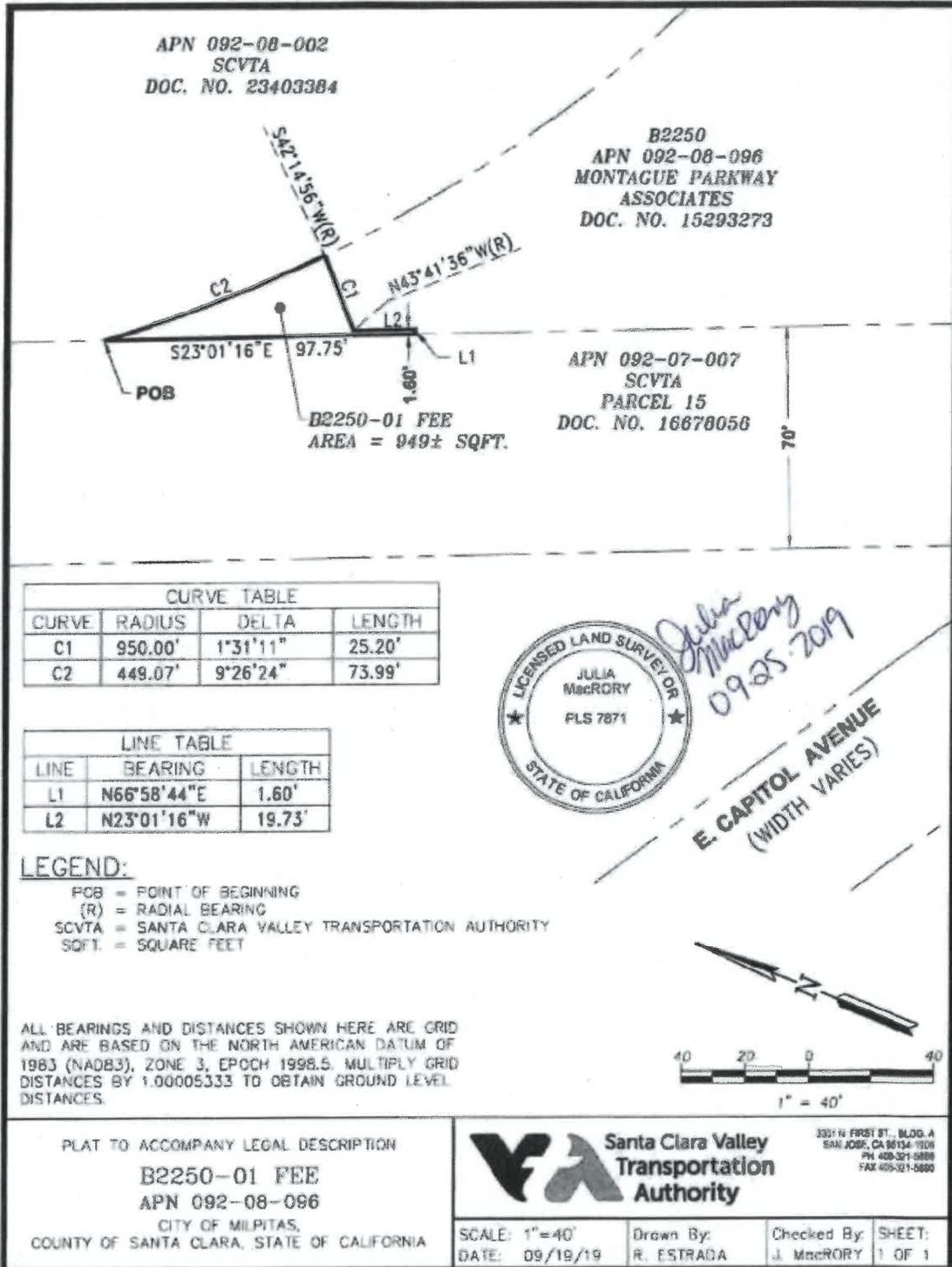


September 19, 2019  
Parcel: B2250-01 FEE  
Page 2 of 2

09-25-2019  
Date



Julia MacRory  
Julia MacRory, LS 7871  
Survey and Mapping Manager





January 15, 2014  
Parcel B2250-03  
FEE  
Page 1 of 2

**LEGAL DESCRIPTION**  
**FEE PARCEL**  
APN: 092-08-096

REAL PROPERTY situated in the City of Milpitas, County of Santa Clara, State of California, being a portion of Parcel 1, as shown on that certain Parcel Map filed March 19, 2001 in Book 737 of Maps at Page 41, Santa Clara County Records, being also a portion of the parcel of land described in the Grant Deed recorded June 28, 2000 as Document Number 15293273, Santa Clara County Official Records, being more particularly described as follows:

COMMENCING at the most westerly corner of said Parcel 1, also being on the northeasterly 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 said northeasterly line, South 23°01'16" East, 394.12 feet, to the TRUE POINT OF BEGINNING;

Thence South 42°13'05" East, 3.46 feet;

Thence South 53°22'35" East, 26.67 feet;

Thence South 35°46'21" West, 4.67 feet, to the beginning of a non-tangent curve to the left;

Thence southeasterly along said curve, having a radius of 171.00 feet, the radial line of which bears South 42°59'37" West, through a central angle of 02°23'50", for an arc length of 7.15 feet, to the beginning of a non-tangent curve to the left, being the northeasterly line of the parcel of land described in the Grant Deed recorded February 21, 2001, in Document No. 15565861, Santa Clara County Official Records;

Thence northwesterly along last said northeasterly line and along last said non-tangent curve, having a radius of 3,036.00 feet, the radial line of which bears North 35°46'34" East, through a central angle of 00°29'40", for an arc length of 26.20 feet, to the northeasterly line of said Parcel 15;

Thence along last said northeasterly line, North 23°01'16" West, 12.82 feet, to the TRUE POINT OF BEGINNING.

Containing an area of 139 square feet, more or less.

A Plat Map is attached hereto and made part hereof.



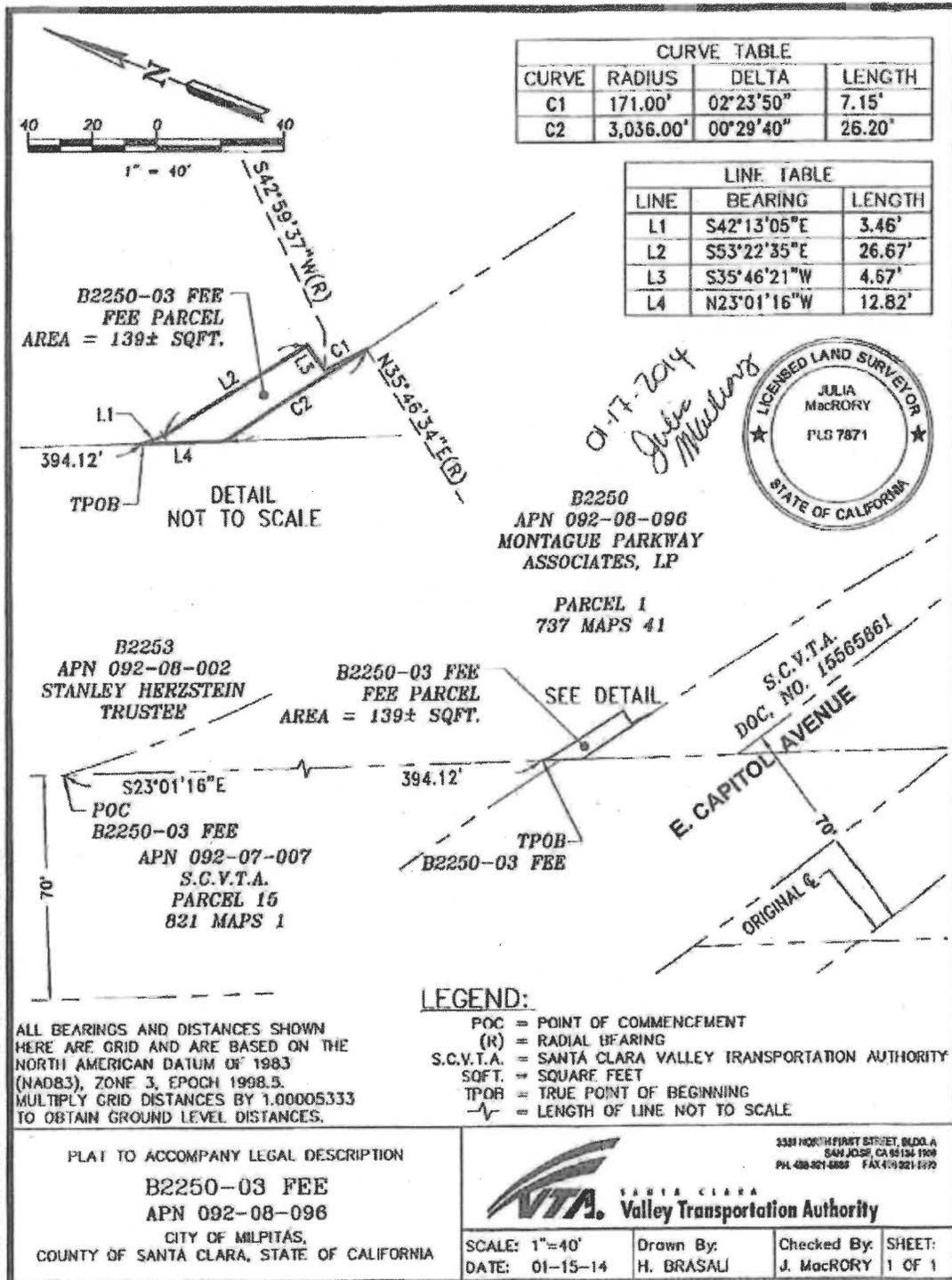
January 15, 2014  
Parcel B2250-03  
FEE  
Page 2 of 2

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.

01-17-2014  
Date

Julia MacRory  
Julia MacRory, LS 7871  
Survey and Mapping Manager





SANTA CLARA COUNTY PLAT, LEGALS AND CLOSING CALCULATED, B2250-03 FEE, JUN 17, 2014, 9:30am

**Exhibit B (permanent easement interests) to  
Final Order of Condemnation**

B2250-06

#### UTILITY EASEMENT

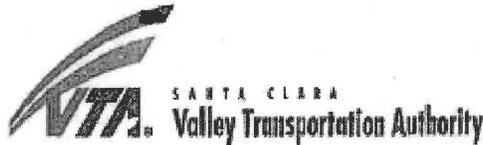
A non-exclusive Utility Easement for the construction, maintenance, and replacement of water pipelines, and appurtenances under, upon, over and across the following parcel of land designated as "UE" (Utility Easement), situated in the City of Milpitas, County of Santa Clara, State of California, and more particularly described in Exhibit "I" attached hereto and made a part hereof.

The Easement shall include the right to construct, reconstruct, inspect, maintain, operate, and repair pipelines appurtenant structures, including but not limited to, corrosion control facilities, together with the right to trim or remove such trees or brush within the easement area as may constitute a hazard to persons or property or may interfere with the use of the said area for the purposes granted. The easement shall carry with it the right to construct a secured access gate at the northern end of the easement. It also shall include the right to enter upon said land with vehicles, tools, implements, and other materials, take therefrom and use, earth, rock, sand, and gravel for the purpose of excavating, widening, deepening, and otherwise rectifying the water pipeline and for the construction, maintenance, and repair of said water pipelines and appurtenant structures by Grantee, its officers, agents, and employees, and by persons under contract with it and their employees whenever and wherever necessary for water pipelines and appurtenant structures. At the completion of the construction, reconstruction, replacement, repair, removal and/or maintenance of the easement area, Grantee shall promptly restore the area, as nearly as practicable, to the condition in which it existed immediately prior to the commencement of the work, normal wear and tear excepted.

No excavation or filling shall occur within the UE and said UE shall be kept clear of any type of utilities, building, fences, structure, pavement, or trees, unless prior written approval is obtained from Grantee. This provision, however, shall not apply to the gate to be constructed within the UE as set forth above.

Grantee shall also have the right to mark the location of said described area by suitable markers, but said markers shall be placed in fences or other locations which will not interfere with any reasonable use first party shall make of said strip.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.



January 15, 2014  
Parcel: 82250-06 UE  
Page 1 of 2

**LEGAL DESCRIPTION**  
**UTILITY EASEMENT**  
APN: 092-08-096

REAL PROPERTY situated in the City of Milpitas, County of Santa Clara, State of California, being a portion of Parcel 1 as shown on that certain Parcel Map filed March 19, 2001 in Book 737 of Maps at Page 41, Santa Clara County Records, also being a portion of the parcel of land described in the Grant Deed recorded June 28, 2000, as Document No. 15293273, Santa Clara County Official Records, more particularly described as follows:

COMMENCING at the most westerly corner of said Parcel 1, also being the northeasterly 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 southeasterly along the general northerly line of said Parcel 1 and along a non-tangent curve to the left, having a radius of 449.07 feet, the radial line of which bears South 51°41'20" West, through a central angle of 15°38'54", for an arc length of 122.65 feet, to the TRUE POINT OF BEGINNING;

Thence continuing along said general northerly line and along said non-tangent curve to the left, having a radius of 449.07 feet, through a central angle of 02°20'52", for an arc length of 18.40 feet;

Thence South 00°31'26" East, 30.26 feet;

Thence South 23°10'41" East, 329.88 feet, to the beginning of a non-tangent curve to the left, being the northeasterly line of the parcel of land described in the Grant Deed recorded February 21, 2001, in Document No. 15565861, Santa Clara County Official Records;

Thence northwesterly along said northeasterly line and along said non-tangent curve to the left, having a radius of 3,036.00 feet, the radial line of which bears North 37°00'59" East, through a central angle of 00°33'53", for an arc length of 29.92 feet;

Thence North 23°10'41" West, 306.99 feet;

Thence North 00°31'26" West, 43.92 feet, to the TRUE POINT OF BEGINNING.

Containing an area of 5,332 square feet, more or less.

Plat Exhibit attached and by this reference made of part thereof.



January 15, 2014  
Parcel: B2250-06 UE  
Page 2 of 2

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.

01-17-2014  
Date

Julia MacRory  
Julia MacRory, LS 7871  
Survey and Mapping Manager





B2250-08

### PIPELINE EASEMENT

A nonexclusive easement, in perpetuity, over, under and through certain land, situated in the County of Santa Clara, State of California, with said easement described more particularly in Exhibit "1" which is attached hereto ("Easement") and as follows.

#### 1. Easement Rights

Grantee shall have the right from time to time in the Easement to survey, lay, construct, maintain, repair, renew, replace, protect, inspect, operate, increase or decrease the size of or number of, idle, and/or remove (collectively and singly, "Operation") one six-inch (6") pipeline for the transmission of nitrogen gas together with all necessary appliances and/or fixtures for use in connection with said facilities ("Facilities"), in and upon a portion of Grantor's Property. Grantee shall have the right to use such portions of Grantor's land contiguous to said right of way as may be reasonable and necessary for the initial construction and for purposes of reconstruction, replacement, repair, removal and maintenance of said facilities. Said use of contiguous land shall extend to the right to use the area necessary to install underground facilities by bore-and-jack across streets or railroads. At the completion of the construction, reconstruction, replacement, repair, removal and/or maintenance of the facilities, Grantee shall promptly restore the area, as nearly as practicable, to the condition in which it existed immediately prior to the commencement of the work, normal wear and tear excepted.

Grantee shall have the right of ingress to and egress from the right of way and any facilities installed in the right of way over and across Grantor's property by such routes as shall occasion the least practicable damage and inconvenience to Grantor.

Said rights granted above shall not be deemed abandoned or forfeited by Grantee due to the temporary idling, nonuse, abandonment, or removal of any or all Facilities or the nonuse of the rights granted herein for any period of time.

#### 2. Use of Property By Grantor; No Impairment.

Grantor reserves the right to the full use and enjoyment of the Property except for the use by Grantee as specified herein. Grantor shall not, however, use the surface or other portions of the Property in a manner that would hinder, conflict or interfere with the use of the Property by Grantee. Grantee's use of the Property shall not unreasonably interfere with the ordinary use of the surface of the Property by Grantor or by the public.

### **3. Facilities Ownership**

The Facilities shall at all times remain the personal property of Grantee, notwithstanding that they may be annexed or fixed to the land and may at any time and from time to time be removed in whole or in part by Grantee.

### **4. Assignment**

This Easement and the rights herein granted may be assigned by Grantee together or separately in whole or in part at any time without the consent of Grantor.



January 15, 2014  
Parcel: 02250-08 UE  
Page 1 of 2

**LEGAL DESCRIPTION  
UTILITY EASEMENT  
APN: 092-08-096**

**REAL PROPERTY** situated in the City of Milpitas, County of Santa Clara, State of California, being a portion of Parcel 1 as shown on that certain Parcel Map filed March 19, 2001 in Book 737 of Maps at Page 41, Santa Clara County Records, also being a portion of the parcel of land described in the Grant Deed recorded June 28, 2000, as Document No. 15293273, Santa Clara County Official Records, more particularly described as follows:

**COMMENCING** at the most westerly corner of said Parcel 1, also being the northeasterly 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 southeasterly along the general northerly line of said Parcel 1 and along a non-tangent curve to the left, having a radius of 449.07 feet, the radial line of which bears South 51°41'20" West, through a central angle of 19°57'49", for an arc length of 156.47 feet, to the **TRUE POINT OF BEGINNING**;

Thence continuing along said general northerly line and along said non-tangent curve to the left, having a radius of 449.07 feet, through a central angle of 00°43'17", for an arc length of 5.65 feet;

Thence South 03°31'46" West, 37.67 feet;

Thence South 23°01'29" East, 316.96 feet, to the beginning of a non-tangent curve to the left, being the northeasterly line of the parcel of land described in the Grant Deed recorded February 21, 2001, in Document No. 15565861, Santa Clara County Official Records;

Thence northwesterly along said northeasterly line and along said non-tangent curve to the left, having a radius of 3,036.00 feet, the radial line of which bears North 37°14'15" East, through a central angle of 00°11'23", for an arc length of 10.05 feet;

Thence North 23°01'29" West, 309.42 feet;

Thence North 03°31'46" East, 41.49 feet, to the **TRUE POINT OF BEGINNING**.

Containing an area of 1,764 square feet, more or less.

Plat Exhibit attached and by this reference made of part thereof.



January 15, 2014  
Parcel: B2250-08 UE  
Page 2 of 2

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.

01-17-2013  
Date

*Julia MacRory*  
Julia MacRory, LS 7871  
Survey and Mapping Manager





## UTILITY EASEMENT

A nonexclusive utility easement, in perpetuity, over, under and through certain land, situated in the County of Santa Clara, State of California, with said easement described more particularly in Exhibit "1" which is attached hereto ("Easement") and as follows.

### 1. Easement Rights

Grantee shall have the right from time to time in the Easement to survey, lay, construct, maintain, repair, renew, replace, protect, inspect, operate, increase or decrease the size of or number of, idle, and/or remove underground communications conduits and fiber optic cables ("Fiber System"). Said Fiber System shall include all surface and subsurface appurtenances and facilities as are reasonably necessary or required in the judgment of Grantee for the Operation of said Fiber System, including, but not limited to, manholes, pull boxes, splice boxes, conduit markers, and cathodic protection equipment. Said Fiber System, facilities, and appurtenances are hereinafter collectively referenced to as "Fiber System Facilities."

Said rights granted above shall not be deemed abandoned or forfeited by Grantee due to the temporary idling, nonuse, abandonment, or removal of any or all Fiber System Facilities or the nonuse of the rights granted herein for any period of time.

### 2. Right of Ingress and Egress

This Easement shall carry with it the right of ingress and egress to, from, over and across the Property, with the right to use existing roads or other practical route(s) to reach the Easement or, during temporary periods, use additional portions of the Property along and adjacent to the Easement to carry out the rights granted hereunder; provided, however, Grantee's rights of ingress and egress, and use of additional property shall not unreasonably interfere with the operations of Grantor.

### 3. Responsibility for Expenses/Costs

The Operation of Grantee's Fiber System Facilities shall be at Grantee's sole cost and expense, except as set forth in Section 4 (*Relocation*), and except to the extent such Operation by Grantee is required as a result of the acts, omissions, negligence, willful misconduct, or breach of this Agreement by Grantor or by Grantor's agents, invitees, employees, or contractors.

### 4. Relocation

Should Grantor or any third party, including, but not limited to, any governmental entity, at any future date, reasonably desire that Grantee relocate any portion of the or Fiber System Facilities, which shall include, but not be limited to, a lowering of the Fiber System Facilities, and including any additional pipelines or conduits added to the Easement subsequent to the date of this Agreement, said relocation shall be performed by Grantee at the sole cost and expense of Grantor or such third party, including all liability arising out of or resulting from such relocation. The new easement shall be granted to Grantee at no cost, and the new location shall be mutually agreed

upon by Grantor and Grantee, in the reasonable exercise of their discretion. Grantor or such third party shall provide Grantee with a minimum of 180 days' written notice of its desire to have Grantee relocate its Fiber System Facilities.

5. Additional Fiber System Facilities

This Easement provides Grantee with the right to lay additional conduits of any diameter within the Easement at routes selected by Grantee. Within sixty (60) days following any such installation, Grantee shall pay Grantor the same consideration as above expressed for each conduit and its appurtenant facilities installed after the initial conduit.

6. Damages

Grantee shall repair, restore or compensate Grantor for all damage to growing crops, pasture, timber, fences, buildings, wildlife, livestock, improvements, canals, roads, and landscaping caused by Grantee's usage of the Easement, except to the extent: (a) such damage is caused by the acts, omissions, negligence or willful misconduct of Grantor, its agents, invitees, employees, or contractors, or (b) such damage is caused by or to an unauthorized improvement to the Easement by Grantor as prohibited herein.

7. Keep Easement Area Clear and No Impairment by Grantor

Grantor agree that it will not in any way impair, interfere with, build an improvement on, cover or obstruct the Easement granted herein, including, but not limited to, planting trees or deep-rooted plants and/or vines, building, excavating, constructing, installing, erecting, piling, or creating any foundations, dumps, mounds, buildings, structures, or improvements on the Easement, nor permit others to do the same, or change the grade over any of the Fiber System Facilities constructed hereunder ("Obstruction") without the prior written consent of Grantee.

Should Grantor violate the provisions of this Section, Grantee shall have the right to clear or remove said Obstruction, or recover damages from Grantor. Notwithstanding the foregoing, Grantor shall have the right to landscape the Easement with ground cover, and the full her right to pave the ground surface over the Easement for driveway and/or parking purposes, provided Grantee retains the unobstructed ability to access the Fiber System Facilities. Grantor shall indemnify, defend, and hold Grantee and its affiliates harmless from and against any and all loss, cost, damage, or expense, including reasonable attorneys' fees that may arise from Grantor's breach of its obligations under this Section.

8. Facility Ownership

Unless the Parties otherwise agree in writing, the Fiber Optic System Facilities shall at all times remain the personal property of Grantee, notwithstanding that they may be annexed or fixed to the land and may at any time and from time to time be removed in whole or in part by Grantee.

9. Binding Obligation

All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, devisees, legal representatives, successors, and assigns of the Parties, including all other

rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted.

10. Assignment

This Easement and the rights herein granted may be assigned by Grantee together or separately in whole or in part at any time without the consent of Grantor. If VTA partially assigns rights, VTA and assignee will be deemed co-Grantees and shall have the right to exercise the rights hereunder simultaneously and assignee will be deemed to (i) have assumed the obligations, (ii) been endowed with the rights, and (iii) be subject to the limitations of Grantee hereunder. Grantee will make reasonable efforts to inform Grantor upon any such partial assignment, which partial assignment may be recorded at the option of the Grantee.



**LEGAL DESCRIPTION**  
**UTILITY EASEMENT**  
APN: 092-08-096

**REAL PROPERTY** situated in the City of Milpitas, County of Santa Clara, State of California, being a portion of Parcel 1 as shown on that certain Parcel Map filed March 19, 2001 in Book 737 of Maps at Page 41, Santa Clara County Records, also being a portion of the parcel of land described in the Grant Deed recorded June 28, 2000, as Document No. 15293273, Santa Clara County Official Records, more particularly described as follows:

**COMMENCING** at the most westerly corner of said Parcel 1, also being the northeasterly 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 southeasterly along the general northerly line of said Parcel 1 and along a non-tangent curve to the left, having a radius of 449.07 feet, the radial line of which bears South 51°41'20" West, through a central angle of 11°50'34", for an arc length of 92.82 feet, to the **TRUE POINT OF BEGINNING**;

Thence continuing along said general northerly line and along said non-tangent curve to the left, having a radius of 449.07 feet, through a central angle of 03°16'18", for an arc length of 25.64 feet;

Thence South 00°31'26" East, 43.94 feet;

Thence South 23°11'51" East, 307.12 feet, to the beginning of a non-tangent curve to the left, being the northeasterly line of the parcel of land described in the Grant Deed recorded February 21, 2001, in Document No. 15565861, Santa Clara County Official Records;

Thence northwesterly along said northeasterly line and along said non-tangent curve to the left, having a radius of 3,036.00 feet, the radial line of which bears North 36°22'33" East, through a central angle of 00°35'59", for an arc length of 31.79 feet, to the beginning of a non-tangent curve to the right;

Thence northwesterly along said non-tangent curve to the right, having a radius of 171.00 feet, the radial line of which bears South 40°35'47" West, through a central angle of 03°04'58", for an arc length of 9.20 feet;

Thence North 22°59'03" West, 9.53 feet;

Thence North 22°15'47" East, 14.09 feet;



February 5, 2020  
Parcel: 82250-09A UE  
Page 2 of 2

Thence North 23°11'47" West, 279.97 feet;

Thence North 00°31'26" West, 38.06 feet, to the **TRUE POINT OF BEGINNING**.

Containing an area of 4,189 square feet, more or less.

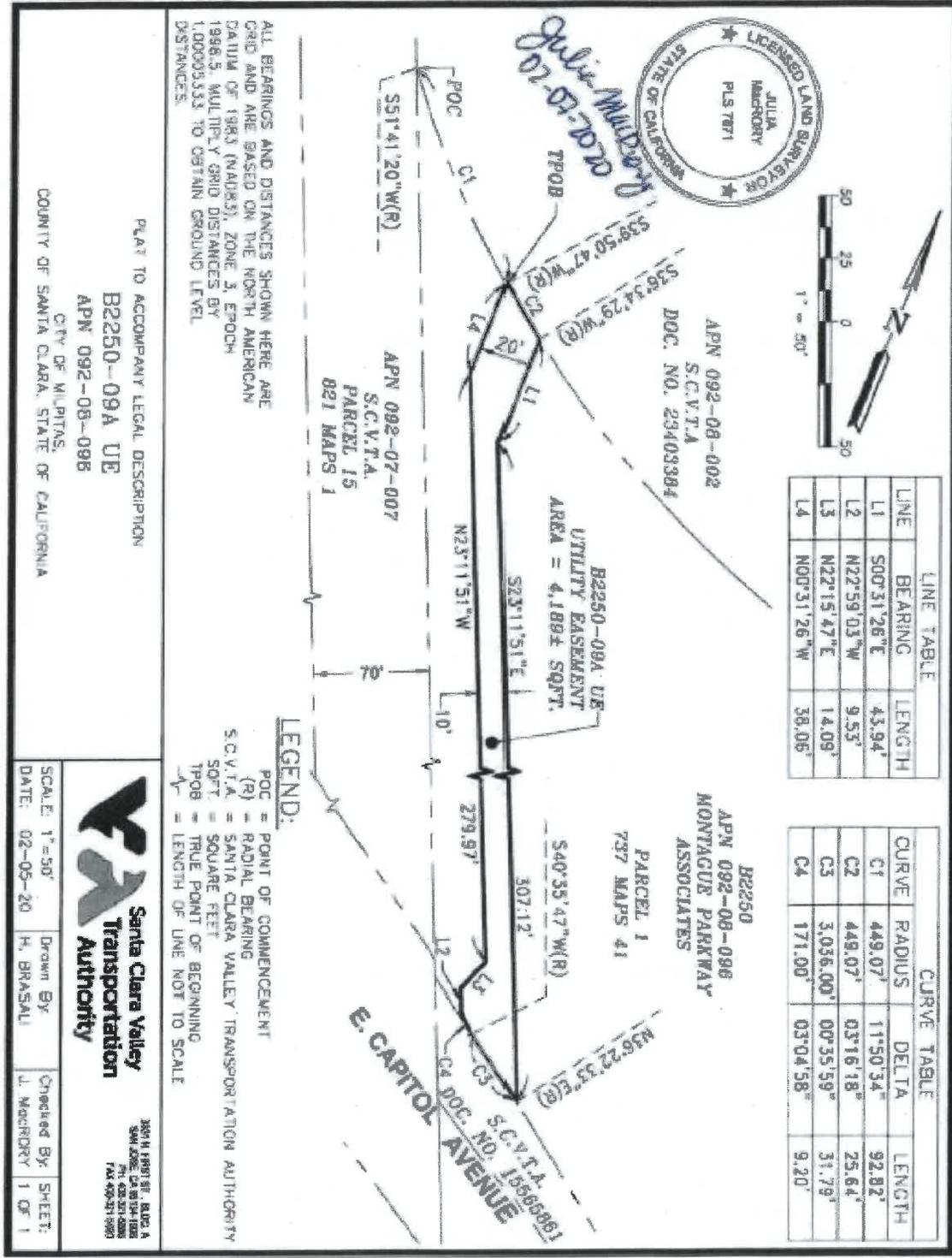
Plat Exhibit attached and by this reference made of part thereof.

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.

02-07-2020  
Date

Julia MacRory  
Julia MacRory, LS 7871  
Survey and Mapping Manager





B2250-09B

## UTILITY EASEMENT

A nonexclusive utility easement, in perpetuity, over, under and through certain land, situated in the County of Santa Clara, State of California, with said easement described more particularly in Exhibit "1" which is attached hereto ("Easement") and as follows.

### 1. Easement Rights

Grantee shall have the right from time to time in the Easement to survey, lay, construct, maintain, repair, renew, replace, protect, inspect, operate, increase or decrease the size of or number of, idle, and/or remove pipelines ("Operation") for transporting petroleum or petroleum products, including but not limited to gasoline, natural gas, liquefied petroleum gas, and crude oil, or for other uses including but not limited to telephone lines, fiber optics, electrical cable, and water. Said pipelines shall include all surface and subsurface appurtenances and facilities as are reasonably necessary or required in the judgment of Grantee for the Operation of said pipelines, including, but not limited to, valves, fittings, metering equipment, pipeline markers, electrical cable, and cathodic protection equipment. Said pipelines, facilities, and appurtenances are hereinafter collectively referred to as "Pipeline Facilities."

Said rights granted above shall not be deemed abandoned or forfeited by Grantee due to the temporary idling, nonuse, abandonment, or removal of any or all Pipeline Facilities or the nonuse of the rights granted herein for any period of time.

### 2. Right of Ingress and Egress

This Easement shall carry with it the right of ingress and egress to, from, over and across the Property, with the right to use existing roads or other practical route(s) to reach the Easement or, during temporary periods, use additional portions of the Property along and adjacent to the Easement to carry out the rights granted hereunder; provided, however, Grantee's rights of ingress and egress, and use of additional property shall not unreasonably interfere with the operations of Grantor.

### 3. Responsibility for Expenses/Costs

The Operation of Grantee's Pipeline Facilities shall be at Grantee's sole cost and expense, except as set forth in Section 4 (*Relocation*), and except to the extent such Operation by Grantee is required as a result of the acts, omissions, negligence, willful misconduct, or breach of this Agreement by Grantor or by Grantor's agents, invitees, employees, or contractors.

### 4. Relocation

Should Grantor or any third party, including, but not limited to, any governmental entity, at any future date, reasonably desire that Grantee relocate any portion of the Pipeline Facilities, which shall include, but not be limited to, a lowering of the Pipeline Facilities, and including any additional pipelines or conduits added to the Easement subsequent to the date of this Agreement, said relocation shall be performed by Grantee at the sole cost and expense of Grantor or such third

party, including all liability arising out of or resulting from such relocation. The new easement shall be granted to Grantee at no cost, and the new location shall be mutually agreed upon by Grantor and Grantee, in the reasonable exercise of their discretion. Grantor or such third party shall provide Grantee with a minimum of 180 days' written notice of its desire to have Grantee relocate its Pipeline Facilities.

5. Additional Pipeline Facilities

This Easement provides Grantee with the right to lay additional pipelines or conduits of any diameter within the Easement at routes selected by Grantee. Within sixty (60) days following any such installation, Grantee shall pay Grantor the same consideration as above expressed for each additional pipeline or conduit and its appurtenant facilities installed after the initial pipeline.

6. Damages

Grantee shall repair, restore or compensate Grantor for all damage to growing crops, pasture, timber, fences, buildings, wildlife, livestock, improvements, canals, roads, and landscaping caused by Grantee's usage of the Easement, except to the extent: (a) such damage is caused by the acts, omissions, negligence or willful misconduct of Grantor, its agents, invitees, employees, or contractors, or (b) such damage is caused by or to an unauthorized improvement to the Easement by Grantor as prohibited herein.

7. Keep Easement Area Clear and No Impairment by Grantor

Grantor agree that it will not in any way impair, interfere with, build an improvement on, cover or obstruct the Easement granted herein, including, but not limited to, planting trees or deep-rooted plants and/or vines, building, excavating, constructing, installing, erecting, piling, or creating any foundations, dumps, mounds, buildings, structures, or improvements on the Easement, nor permit others to do the same, or change the grade over any of the Pipeline Facilities constructed hereunder ("Obstruction") without the prior written consent of Grantee.

Should Grantor violate the provisions of this Section, Grantee shall have the right to clear or remove said Obstruction, or recover damages from Grantor. Notwithstanding the foregoing, Grantor shall have the right to landscape the Easement with ground cover, and the further right to pave the ground surface over the Easement for driveway and/or parking purposes, provided Grantee retains the unobstructed ability to access the Pipeline Facilities. Grantor shall indemnify, defend, and hold Grantee and its affiliates harmless from and against any and all loss, cost, damage, or expense, including reasonable attorneys' fees that may arise from Grantor's breach of its obligations under this Section.

8. Facility Ownership

Unless the Parties otherwise agree in writing, the Pipeline Facilities shall at all times remain the personal property of Grantee, notwithstanding that they may be annexed or fixed to the land and may at any time and from time to time be removed in whole or in part by Grantee.

9. Binding Obligation

All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, devisees, legal representatives, successors, and assigns of the Parties, including all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted.

10. Assignment

This Easement and the rights herein granted may be assigned by Grantee together or separately in whole or in part at any time without the consent of Grantor. If VTA partially assigns rights, VTA and assignee will be deemed co-Grantees and shall have the right to exercise the rights hereunder simultaneously and assignee will be deemed to (i) have assumed the obligations, (ii) been endowed with the rights, and (iii) be subject to the limitations of Grantee hereunder. Grantee will make reasonable efforts to inform Grantor upon any such partial assignment, which partial assignment may be recorded at the option of the Grantee.



**LEGAL DESCRIPTION**  
**UTILITY EASEMENT**  
APN: 092-08-096

**REAL PROPERTY** situated in the City of Milpitas, County of Santa Clara, State of California, being a portion of Parcel 1 as shown on that certain Parcel Map filed March 19, 2001 in Book 737 of Maps at Page 41, Santa Clara County Records, also being a portion of the parcel of land described in the Grant Deed recorded June 28, 2000, as Document No. 15293273, Santa Clara County Official Records, more particularly described as follows:

**COMMENCING** at the most westerly corner of said Parcel 1, also being the northeasterly 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 southeasterly along the general northerly line of said Parcel 1 and along a non-tangent curve to the left, having a radius of 449.07 feet, the radial line of which bears South 51°41'20" West, through a central angle of 11°50'34", for an arc length of 92.82 feet, to the **TRUE POINT OF BEGINNING**;

Thence continuing along said general northerly line and along said non-tangent curve to the left, having a radius of 449.07 feet, through a central angle of 03°16'18", for an arc length of 25.64 feet;

Thence South 00°31'26" East, 43.94 feet;

Thence South 23°11'51" East, 307.12 feet, to the beginning of a non-tangent curve to the left, being the northeasterly line of the parcel of land described in the Grant Deed recorded February 21, 2001, in Document No. 15565861, Santa Clara County Official Records;

Thence northwesterly along said northeasterly line and along said non-tangent curve to the left, having a radius of 3,036.00 feet, the radial line of which bears North 36°22'33" East, through a central angle of 00°35'59", for an arc length of 31.79 feet, to the beginning of a non-tangent curve to the right;

Thence northwesterly along said non-tangent curve to the right, having a radius of 171.00 feet, the radial line of which bears South 40°35'47" West, through a central angle of 03°04'58", for an arc length of 9.20 feet;

Thence North 22°59'03" West, 9.53 feet;

Thence North 22°15'47" East, 14.09 feet;



February 5, 2020  
Parcel: 82250-098 UE  
Page 2 of 2

Thence North 23°11'47" West, 279.97 feet;

Thence North 00°31'26" West, 38.06 feet, to the TRUE POINT OF BEGINNING.

Containing an area of 4,189 square feet, more or less.

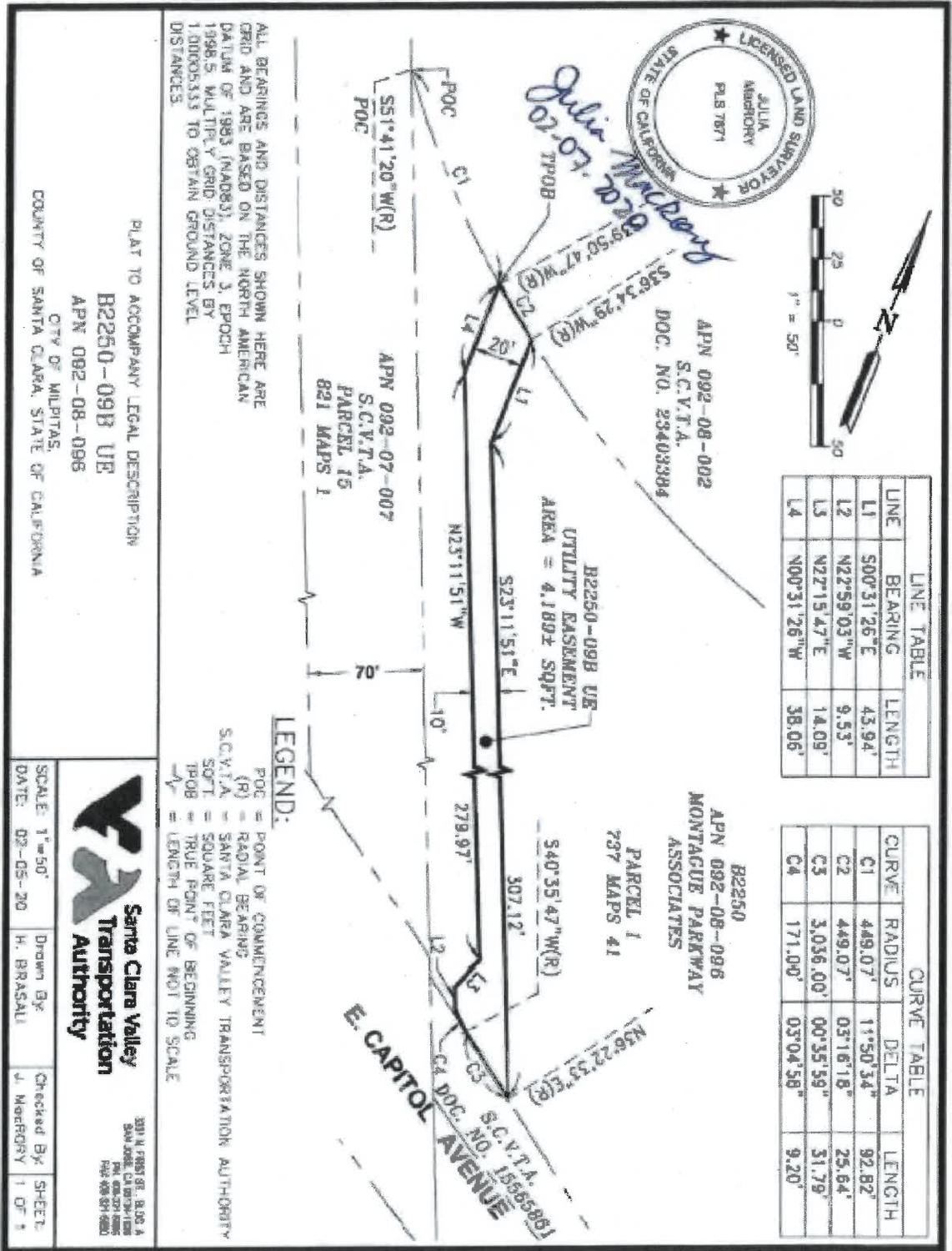
Plat Exhibit attached and by this reference made of part thereof.

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.

02-07-2020  
Date

Julia MacRory  
Julia MacRory, LS 7871  
Survey and Mapping Manager





LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°31'26"E	43.94'
L2	N22°59'03"W	9.53'
L3	N27°15'47"E	14.09'
L4	N00°31'26"W	38.06'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	449.07'	1°50'34"	92.82'
C2	449.07'	03°16'18"	25.64'
C3	3,036.00'	00°35'59"	31.79'
C4	171.00'	03°04'58"	9.20'

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.

PLAT TO ACCOMPANY LEGAL DESCRIPTION

**B2250-09B UE**

APN 092-08-096

CITY OF MILPITAS,  
COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

**LEGEND:**

- POC = POINT OF COMMENCEMENT
- (R) = RADIAL BEARING
- S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- SOFT = SQUARE FEET
- TPOB = TRUE POINT OF BEGINNING
- = LENGTH OF LINE NOT TO SCALE

**VA** Santa Clara Valley Transportation Authority

300 N. GARDEN ST., SUITE A  
SANTA CLARA, CALIFORNIA 95050  
TEL: (408) 297-1000  
FAX: (408) 297-4000

SCALE: 1" = 50'  
DATE: 02-05-20

Drawn By: H. BRASALI  
Checked By: J. MARRORY

SHEET: 1 OF 1

B2250-14

### **INGRESS AND EGRESS EASEMENT**

A non-exclusive easement for pedestrian and vehicular ingress and egress over, across and upon that certain property described in Exhibit 1 attached hereto and incorporated herein ("Easement"). The Easement includes the right to construct and maintain a 12-foot drivable surface that begins at least 4 feet away from the property line and includes a turnaround. At the completion of the construction and/or maintenance within the easement area, Grantee shall promptly restore the area, as nearly as practicable, to the condition in which it existed immediately prior to the commencement of the work, normal wear and tear excepted.

The Easement area shall be kept free of buildings, except lawful unsupported roof overhangs, and obstructions that impair the intended use of or are inconsistent with the purposes of the Easement.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.



**LEGAL DESCRIPTION  
INGRESS AND EGRESS EASEMENT**

APN: 092-08-096

REAL PROPERTY situated in the City of Milpitas, County of Santa Clara, State of California, being a portion of Parcel 1 as shown on that certain Parcel Map filed March 19, 2001 in Book 737 of Maps at Page 41, Santa Clara County Records, also being a portion of the parcel of land described in the Grant Deed recorded June 28, 2000, as Document No. 15293273, Santa Clara County Official Records, more particularly described as follows:

COMMENCING at the most westerly corner of said Parcel 1, also being on the general northerly line of said Parcel 1 and the beginning of a non-tangent curve to the left;

Thence southeasterly along said general northerly line and said curve to the left, having a radius of 449.07 feet, the radial line of which bears South 51°41'20" West, through a central angle of 16°09'32", for an arc length of 126.65 feet, to the TRUE POINT OF BEGINNING;

Thence continuing along said general northerly line and along said non-tangent curve to the left, having a radius of 449.07 feet, through a central angle of 01°31'36", for an arc length of 11.96 feet;

Thence South 34°00'13" West, 13.25 feet to the beginning of a tangent curve to the left;

Thence along said curve to the left, having a radius of 31.00 feet, through a central angle of 57°01'29", for an arc length of 30.85 feet, to a line parallel with and 31.21 feet easterly of 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 said parallel line, South 23°01'16" East, 12.62 feet;

Thence North 66°58'44" East, 11.79 feet;

Thence South 23°01'16" East, 18.00 feet;

Thence South 66°58'44" West, 11.79 feet, to said parallel line;

Thence along said parallel line, South 23°01'16" East, 195.32 feet;

Thence South 66°58'44" West, 25.21 feet, to a line parallel with and 6.00 feet easterly of said easterly line;



February 7, 2017  
Parcel: 82250-14 IEE  
Page 2 of 2

Thence along said parallel line, North 23°01'16" West, 224.30 feet, to the beginning of a tangent curve to the right;

Thence along said curve to the right, having a radius of 40.00 feet, through a central angle of 76°20'57", for an arc length of 53.30 feet, to the beginning of a reverse curve to the left;

Thence along said reverse curve to the left, having a radius of 40.00 feet, through a central angle of 21°21'37", for an arc length of 14.91 feet, to the **TRUE POINT OF BEGINNING**.

Containing an area of 6,933 square feet, more or less.

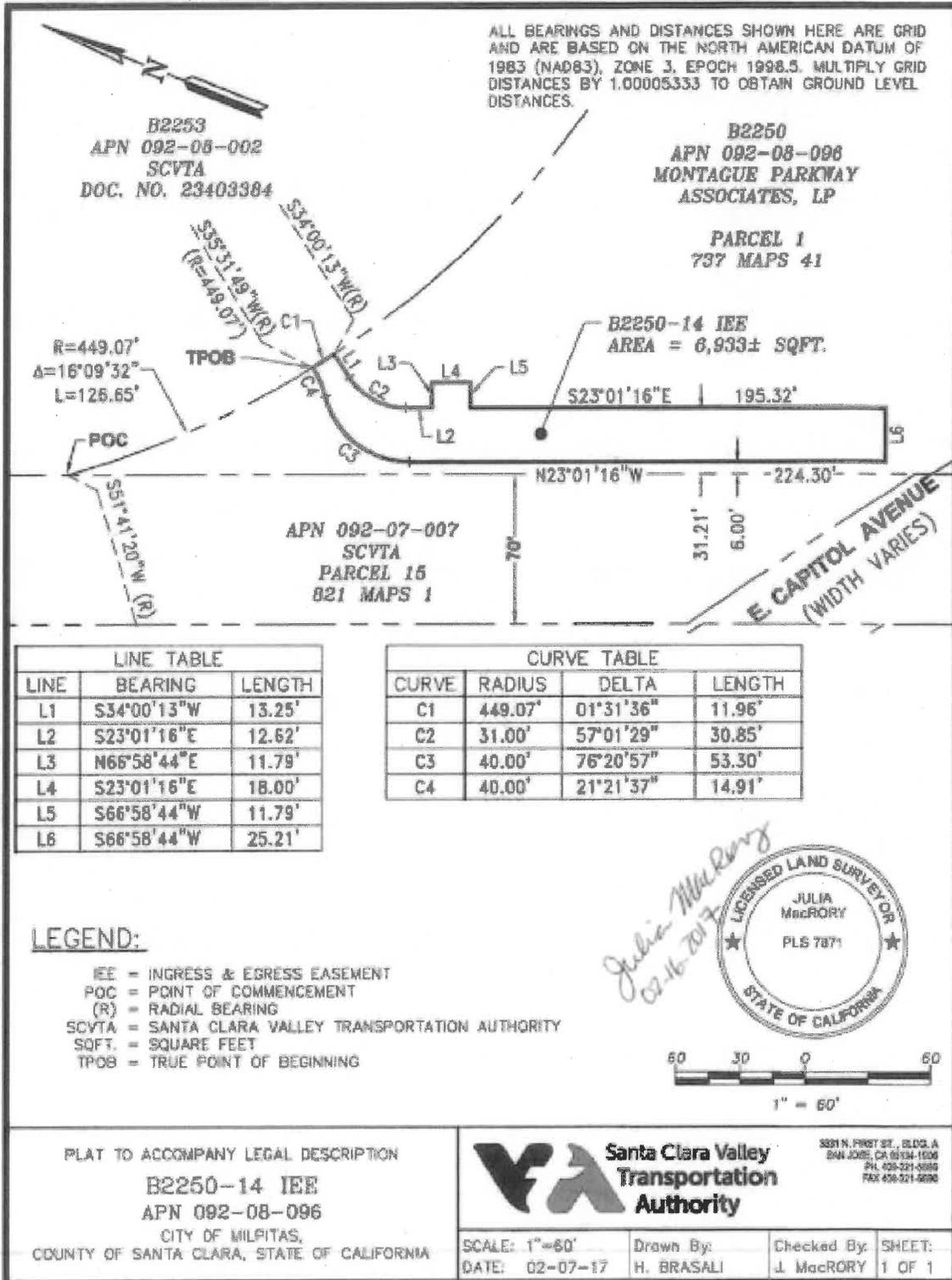
Plat Exhibit attached and by this reference made a part hereof.

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.

<sup>16<sup>th</sup></sup>  
02-16-2017  
Date

Julia MacRory  
Julia MacRory, LS 7871  
Survey and Mapping Manager





SCVTA PROJECT/SUBMITTALS/PLANS/LEGALS/GRID CLOSURE/CA-CIVICAD/02250-14 IEE.dwg/02250-14 IEE Feb 15, 2017 - 9:21am

### STRUCTURAL WALL EASEMENT

A Structural Wall Easement for constructing, inspecting, repairing, and maintaining a subsurface structural wall, together with all necessary subsurface appurtenances and facilities appertaining thereto, under and across all that real property described in Exhibit "1" attached hereto and incorporated herein ("Easement"). At the completion of the construction, inspection, repair and/or maintenance within the easement, Grantee shall promptly restore the area, as nearly as practicable, to the condition in which it existed immediately prior to the commencement of the work, normal wear and tear excepted. The Easement shall be exclusive in the underground location of Grantee's subsurface facilities and shall be non-exclusive in the remainder of the Easement Area.

Grantor shall keep the Easement free of structures (except lawful unsupported roof overhangs), trees, and obstructions that interfere with, damage or endanger Grantee's subsurface structural wall and appurtenance thereto. Grantor shall not permanently excavate within the Easement, impair the intended use of the Easement, or perform any actions or activities inconsistent with the purpose of the Easement. Grantor shall notify Grantee and obtain Grantee's approval, which approval shall not be unreasonably withheld, of any temporary excavation, including but not limited to installation of an overland or underground pipe storm drain system.



February 24, 2014  
Parcel B2250-15  
SBE  
Page 1 of 2

**LEGAL DESCRIPTION**  
**SUB-SURFACE EASEMENT**  
APN: 092-08-096

REAL PROPERTY situated in the City of Milpitas, County of Santa Clara, State of California, being a portion of Parcel 1, as shown on that certain Parcel Map filed March 19, 2001 in Book 737 of Maps at Page 41, Santa Clara County Records, being also a portion of the parcel of land described in the Grant Deed recorded June 28, 2000 as Document Number 15293273, Santa Clara County Official Records, being more particularly described as follows:

COMMENCING at the most westerly corner of said Parcel 1, also being on the northeasterly 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 said northeasterly line, South 23°01'16" East, 97.75 feet, to the TRUE POINT OF BEGINNING;

Thence North 66°39'16" East, 7.13 feet;

Thence North 38°03'22" East, 1.49 feet;

Thence South 23°01'33" East, 134.74 feet;

Thence South 66°58'27" West, 7.10 feet;

Thence South 23°01'33" East, 36.42 feet;

Thence South 66°58'27" West, 1.35 feet, to said northeasterly line;

Thence along said northeasterly line, North 23°01'16" West, 170.39 feet, to the TRUE POINT OF BEGINNING.

Containing an area of 1,180 square feet, more or less.

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



February 24, 2014  
Parcel B2250-15  
SBE  
Page 2 of 2

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.

02-26 2015  
Date

Julia MacRory  
Julia MacRory, LS 7871  
Survey and Mapping Manager





B2250-16

### **WALL CONSTRUCTION AND MAINTENANCE EASEMENT**

A Wall Construction and Maintenance Easement for the construction, maintenance, repair and replacement of a transit station wall and appurtenances, located immediately adjacent to the Easement described herein, and incidents thereto, under, upon, over and across that certain real property situated in the City of Milpitas, County of Santa Clara, State of California, and more particularly described in Exhibit "I" attached hereto and incorporated herein ("Easement"). At the completion of the construction, repair, replacement and/or maintenance within the easement area, Grantee shall promptly restore the area, as nearly as practicable, to the condition in which it existed immediately prior to the commencement of the work, normal wear and tear excepted.

Grantor shall keep the Easement free of structures (except lawful unsupported roof overhangs), trees, and other obstructions that do not impair the intended use of or are inconsistent with the purpose of the Easement.



September 19, 2019  
Parcel: 82250-16 ME  
Page 1 of 2

**LEGAL DESCRIPTION  
MAINTENANCE EASEMENT  
APN: 092-08-096**

**REAL PROPERTY** situated in the City of Milpitas, County of Santa Clara, State of California, being a portion of Parcel 1, as shown on that certain Parcel Map filed March 19, 2001 in Book 737 of Maps at Page 41, Santa Clara County Records, more particularly described as follows:

**COMMENCING** at the most westerly corner of said Parcel 1, lying on the northeasterly line of Parcel 15, as described in the Grant Deed, recorded December 11, 200, as Document No. 16678056, Santa Clara County Official Records;

Thence along said northeasterly line, South 23°01'16" East, 97.75 feet to the **TRUE POINT OF BEGINNING**;

Thence North 66°58'44" East, 1.60 feet to a line parallel with and 1.60 feet northeasterly of said northeasterly line;

Thence along said parallel line, North 23°01'16" West, 19.73 feet to the beginning of a non-tangent curve to the right;

Thence northeasterly along said non-tangent curve, having a radius of 950.00 feet, the radial line of which bears North 43°41'36" West, through a central angle of 0°26'27" for an arc length of 7.31 feet to a line parallel with and 8.45 feet northeasterly of said northeasterly line;

Thence along said parallel line, South 23°01'16" East, 156.26 feet;

Thence South 66°58'44" West, 7.10 feet to a line parallel with and 1.35 feet northeasterly of said northeasterly line;

Thence along said parallel line, South 23°01'16" East, 36.42 feet;

Thence South 66°58'44" West, 1.35 feet to said northeasterly line;

Thence along said northeasterly line, North 23°01'16" West, 170.39 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 1,325 square feet, more or less.

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



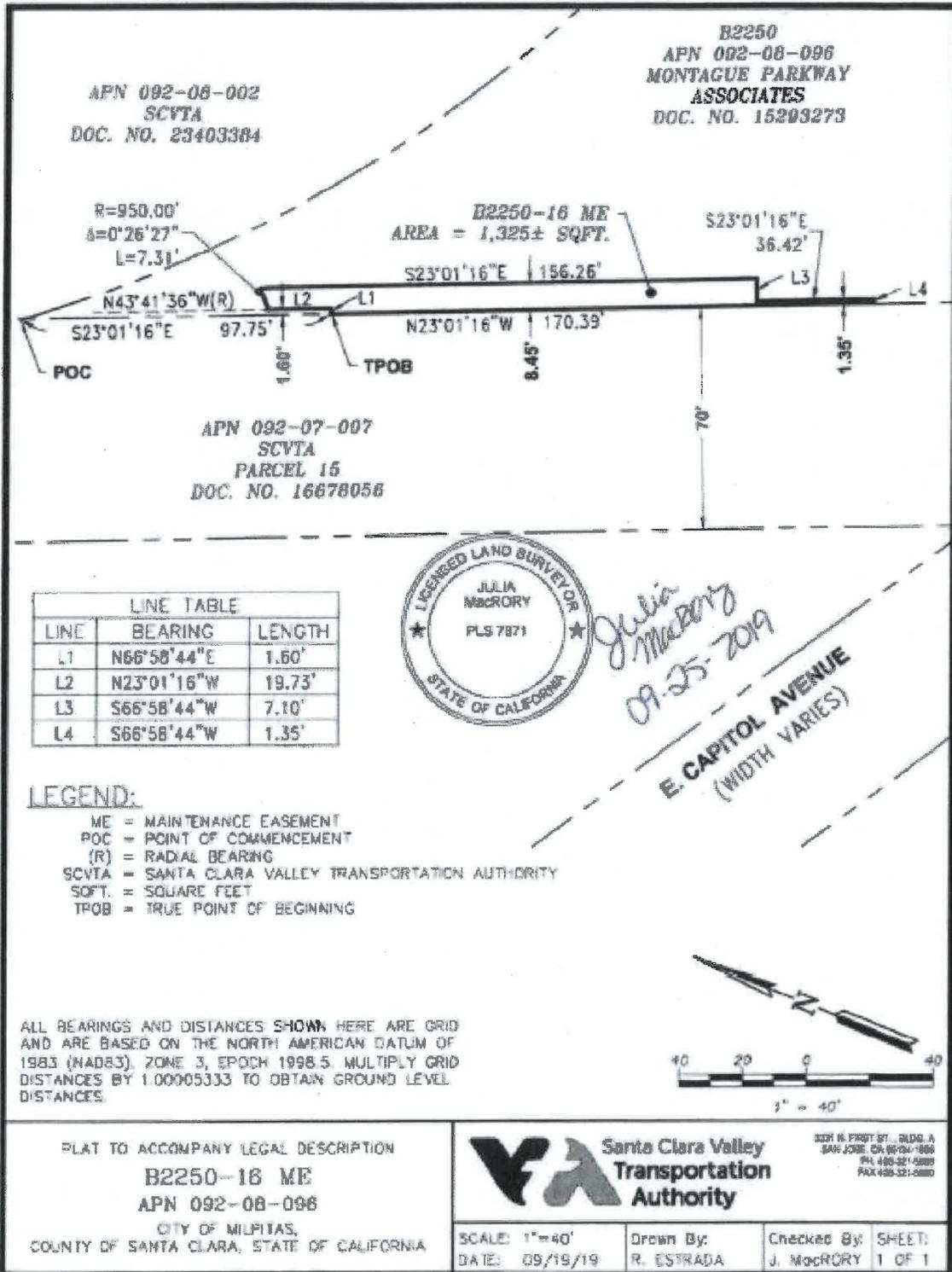
September 19, 2019  
Parcel: B2250-16 ME  
Page 2 of 2

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.

09-25-2019  
Date

Julia MacRory  
Julia MacRory, LS 7871  
Survey and Mapping Manager





S:\VIA PROJECTS\PART 3\PLAT3.LOTS LEGALS and CHAINAGE CALC\CAD\B2250-16 ME.dwg 09285-16 ME.dwg 09/24/2019 - 11:00am

B2250-17

### **WALL CONSTRUCTION AND MAINTENANCE EASEMENT**

A Wall Construction and Maintenance Easement for the construction, maintenance, repair and replacement of a transit station wall and appurtenances, located immediately adjacent to the Easement described herein, and incidents thereto, under, upon, over and across that certain real property situated in the City of Milpitas, County of Santa Clara, State of California, and more particularly described in Exhibit "1" attached hereto and incorporated herein ("Easement"). At the completion of the construction, repair, replacement and/or maintenance within the easement area, Grantee shall promptly restore the area, as nearly as practicable, to the condition in which it existed immediately prior to the commencement of the work, normal wear and tear excepted.

Grantor shall keep the Easement free of structures (except lawful unsupported roof overhangs), trees, and obstructions that impair the intended use of or are inconsistent with the purpose of the Easement.



September 23, 2019  
Parcel: B2250-17 ME  
Page 1 of 1

**LEGAL DESCRIPTION  
MAINTENANCE EASEMENT  
APN: 092-08-096**

**REAL PROPERTY** situated in the City of Milpitas, County of Santa Clara, State of California, being a portion of Parcel 1, as shown on that certain Parcel Map filed March 19, 2001 in Book 737 of Maps at Page 41, Santa Clara County Records, more particularly described as follows:

**COMMENCING** at the most westerly corner of said Parcel 1, lying on the northeasterly line of Parcel 15, as described in the Grant Deed, recorded December 11, 2002 as Document No. 16678056 Santa Clara County Official Records;

Thence along the general northerly line of said Parcel 1 and southeasterly along a non-tangent curve to the left, having a radius of 449.07 feet, the radial line of which bears South 51°41'20" West, through a central angle of 10°34'46" for an arc length of 82.92 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing along said non-tangent curve, having a radius of 449.07 feet, through a central angle of 7°38'35" for an arc length of 59.91 feet;

Thence North 61°45'16" West, 20.19 feet;

Thence North 51°01'35" West, 40.27 feet;

Thence North 46°56'55" East, 2.02 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 95 square feet, more or less.

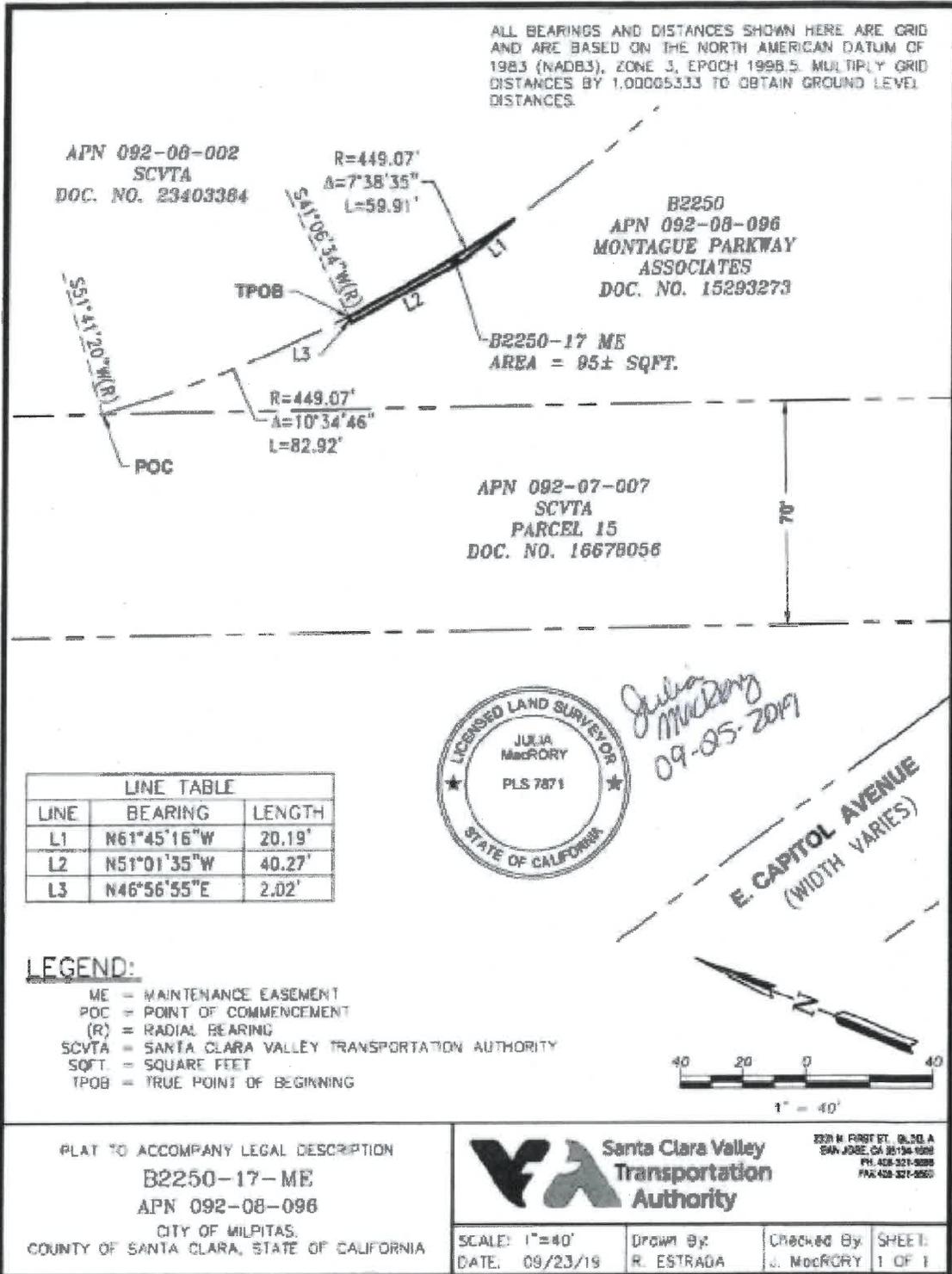
Plat Exhibit attached and by this reference made a part hereof.

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.

09-25-2019  
Date



Julia MacRory  
Julia MacRory, LS 7871  
Survey and Mapping Manager



W:\SUITE\MA\TRING\VA PROJ\ECTS\BART\SUB\PLANS - ESCANS and CLOSURE\CA\SCVTA\B2250-17 ME.dwg B2250-17 ME.dwg 2019-09-23 10:48:07

### **PUBLIC SERVICE UTILITY EASEMENT**

A permanent, non-exclusive public service utility easement (the "Public Service Utility Easement" or "PSUE") and incidents thereto, for the installation, operation, maintenance and repair of any and all public service facilities including roadways, sidewalks, poles, wires and conduits for electrical, telephone, television, gas, storm, water mains, sanitary and water pipeline services, fiber optic lines, and all appurtenances thereto under, upon, above or across the parcel of land designated as PSUE, situated in the City of Milpitas, County of Santa Clara, State of California, and more particularly described in Exhibit "I" attached hereto and made part hereof. At the completion of the installation, operation, maintenance and repair of any and all public service facilities including roadways, sidewalks, poles, wires and conduits for electrical, telephone, television, gas, storm, water mains, sanitary and water pipeline services, fiber optic lines, and all appurtenances thereto under, upon, above or across the parcel of land designated as PSUE, Grantee shall promptly restore the area, as nearly as practicable, to the condition in which it existed immediately prior to the commencement of the work, normal wear and tear excepted.

The herein described easement shall remain open and be kept free and clear from buildings and structures of any kind, except public service and public utility structures and their appurtenances, lawful landscape and irrigation systems, pavement and fences that do not impair the intended purpose of the easement, lawful unsupported roof overhangs, and obstructions that do not impair the intended use of or are inconsistent with the purposes of the easement. Unobstructed continuous access shall be maintained at all times.

This Easement and the rights herein granted may be assigned by Grantee together or separately in whole or in part at any time without the consent of Grantor. If VTA partially assigns rights, VTA and assignee will be deemed co-Grantees and shall have the right to exercise the rights hereunder simultaneously and assignee will be deemed to (i) have assumed the obligations, (ii) been endowed with the rights, and (iii) be subject to the limitations of Grantee hereunder. Grantee will make reasonable efforts to inform Grantor upon any such partial assignment, which partial assignment may be recorded at the option of the Grantee.

The provisions hereof shall insure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.



**LEGAL DESCRIPTION**  
**PUBLIC SERVICE UTILITY EASEMENT**  
APN: 092-08-096

**REAL PROPERTY** situated in the City of Milpitas, County of Santa Clara, State of California, being a portion of Parcel 1, as shown on that certain Parcel Map filed March 19, 2001 in Book 737 of Maps at Page 41, Santa Clara County Records, more particularly described as follows:

**COMMENCING** at the most westerly corner of said Parcel 1, lying on the northeasterly line of Parcel 15, as described in the Grant Deed, recorded December 11, 2002, as Document No. 16678056, Santa Clara County Official Records;

Thence along said northeasterly line, South 23°01'16" East, 97.75 feet;

Thence North 66°58'44" East, 1.60 feet to a line parallel with and 1.60 feet northeasterly of said northeasterly line;

Thence along said parallel line, North 23°01'16" West, 11.27 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing along said parallel line, North 23°01'16" West, 8.46 feet to the beginning of a non-tangent curve to the right;

Thence northeasterly along said non-tangent curve, having a radius of 950.00 feet, the radial line of which bears North 43°41'36" West, through a central angle of 1°31'11", for an arc length of 25.20 feet, to the general northerly line of said Parcel 1 and the beginning of non-tangent curve to the left;

Thence northwesterly along said non-tangent curve, having a radius of 449.07 feet, the radial line of which bears South 42°14'56" West, through a central angle of 1°00'40" for an arc length of 7.93 feet;

Thence South 46°56'55" West, 28.81 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 215 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.

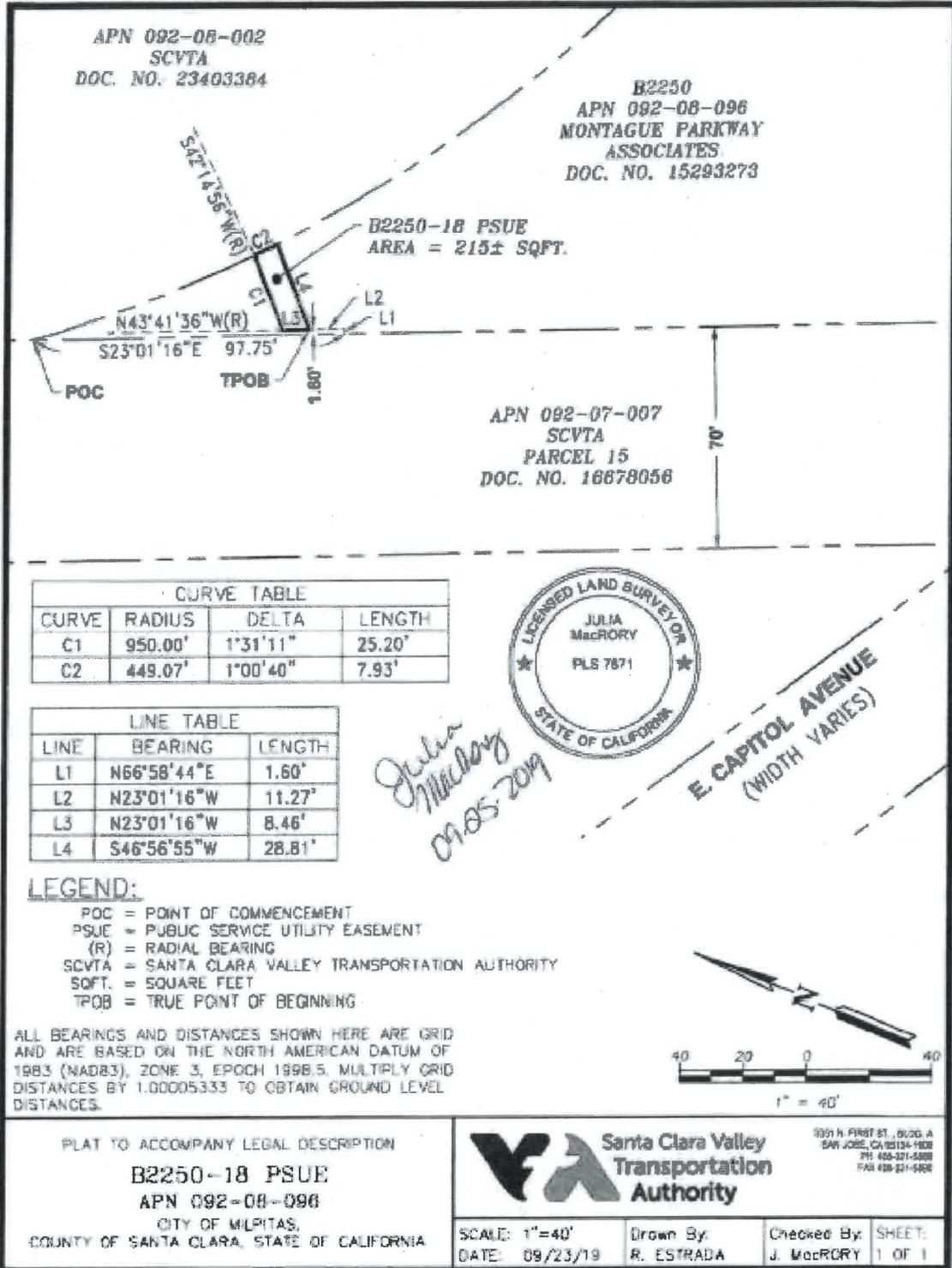


September 23, 2019  
Parcel: 82250-18 PSUE  
Page 2 of 2

09-25-2019  
Date



Julia MacRory  
Julia MacRory, LS 7871  
Survey and Mapping Manager



W:\SURVEY\144\PROJECTS\MILPITAS\PROJECTS\LEGAL\SCVTA\B2250-18 PSUE.dwg B2250-18 PSUE Sep 25, 2019 9:20am

**Exhibit C (temporary easement interests) to  
Final Order of Condemnation**

B2250-10

### TEMPORARY CONSTRUCTION EASEMENT

A Temporary Construction Easement for the construction (and other related activities incidental to construction) of the Silicon Valley Berryessa Extension Project (SVBX), under, upon, over and across that certain real property, situated in the City of Milpitas, County of Santa Clara, State of California, and more particularly described in Exhibit "1" attached hereto and made a part hereof.

This Temporary Construction Easement will begin on or after July 24, 2012, when the property is first occupied for use for SVBX civil construction, and will continue for a duration of 37 continuous months, ending no later than August 31, 2015.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties thereto, and all covenants shall apply to and run with the land.



January 15, 2014  
Parcel: B2250-10 TCE  
Page 1 of 2

**LEGAL DESCRIPTION  
TEMPORARY CONSTRUCTION EASEMENT**

APN: 092-08-096

REAL PROPERTY situated in the City of Milpitas, County of Santa Clara, State of California, being a portion of Parcel 1 as shown on that certain Parcel Map filed March 19, 2001 in Book 737 of Maps at Page 41, Santa Clara County Records, also being a portion of the parcel of land described in the Grant Deed recorded June 28, 2000, as Document No. 15293273, Santa Clara County Official Records, more particularly described as follows:

COMMENCING at the most westerly corner of said Parcel 1, also being the northeasterly 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 southeasterly along the general northerly line of said Parcel 1 and along a non-tangent curve to the left, having a radius of 449.07 feet, the radial line of which bears South 51°41'20" West, through a central angle of 11°45'11", for an arc length of 92.12 feet, to the TRUE POINT OF BEGINNING;

Thence continuing along said general northerly line and along said non-tangent curve to the left, having a radius of 449.07 feet, through a central angle of 08°55'55", for an arc length of 70.01 feet;

Thence South 00°31'46" West, 37.67 feet;

Thence South 23°01'29" East, 316.96 feet, to the beginning of a non-tangent curve to the left, being the northeasterly line of the parcel of land described in the Grant Deed recorded February 21, 2001, in Document No. 15565861, Santa Clara County Official Records;

Thence northwesterly along said northeasterly line and along said non-tangent curve to the left, having a radius of 3,036.00 feet, the radial line of which bears North 37°14'15" East, through a central angle of 01°27'41", for an arc length of 77.44 feet, to the beginning of a non-tangent curve to the right;

Thence northwesterly along said non-tangent curve to the right, having a radius of 171.00 feet, the radial line of which bears South 40°35'47" West, through a central angle of 07°11'08", for an arc length of 21.45 feet;

Thence North 42°13'05" West, 16.32 feet, to the northeasterly line of said Parcel 15;

Thence along said northeasterly line, North 23°01'16" West, 125.97 feet;



January 15, 2014  
Parcel: B2250-10 TCE  
Page 2 of 2

Thence North 66°58'27" East, 1.35 feet;

Thence North 23°01'16" West, 36.42 feet;

Thence North 66°58'27" East, 7.09 feet;

Thence North 23°01'16" West, 137.05 feet;

Thence North 47°08'51" East, 26.32 feet, to the TRUE POINT OF BEGINNING.

Containing an area of 17,996 square feet, more or less.

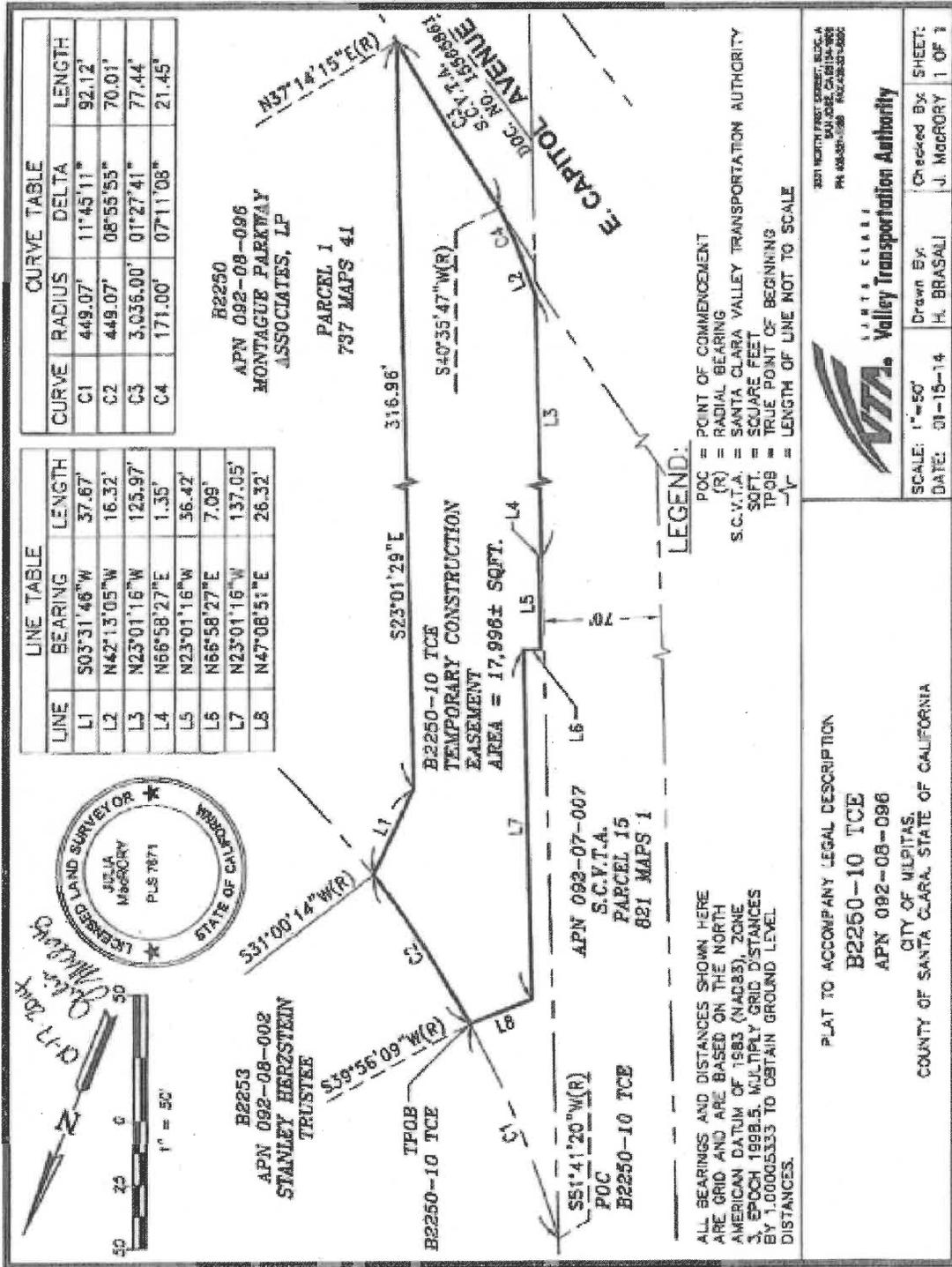
Plat Exhibit attached and by this reference made of part thereof.

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.

01-17-2014  
Date

Julia MacRory  
Julia MacRory, LS 7871  
Survey and Mapping Manager





B2250-11

### TEMPORARY CONSTRUCTION EASEMENT

A Temporary Construction Easement for the construction (and other related activities incidental to construction) of the Silicon Valley Berryessa Extension Project (SVBX), under, upon, over and across that certain real property, situated in the City of Milpitas, County of Santa Clara, State of California, and more particularly described in Exhibit "I" attached hereto and made a part hereof.

This Temporary Construction Easement will begin or after December 15, 2015, when the property is first occupied for use for SVBX civil construction, and will continue for a duration of 24 continuous months, ending no later than December 14, 2017.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Parcel B2250-11  
8/24/2011  
TCE

**LEGAL DESCRIPTION**  
**APN 092-08-096**

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 described in the Grant Deed to Montague Parkway Associates, LP recorded June 28, 2000 under Recorder's Series No. 15293273, Official Records of said County, being more particularly described as follows:

**BEGINNING** at a point in the general northerly line of Parcel 1, as said Parcel is shown on that certain Parcel Map filed March 19, 2001 in Book 737, at Pages 41 through 43 Inclusive, Official Records of said County, said point being the northerly terminus of that certain course described as North 20°14'00" West 282.93 feet, as shown on said Parcel Map (the bearing of North 20°14'20" West being taken for the purpose of this description), said point also being the beginning of a non-tangent curve concave northerly and having a radius of 66.00 feet (a radial line of said curve through said point bearing South 20°13'41" East); thence

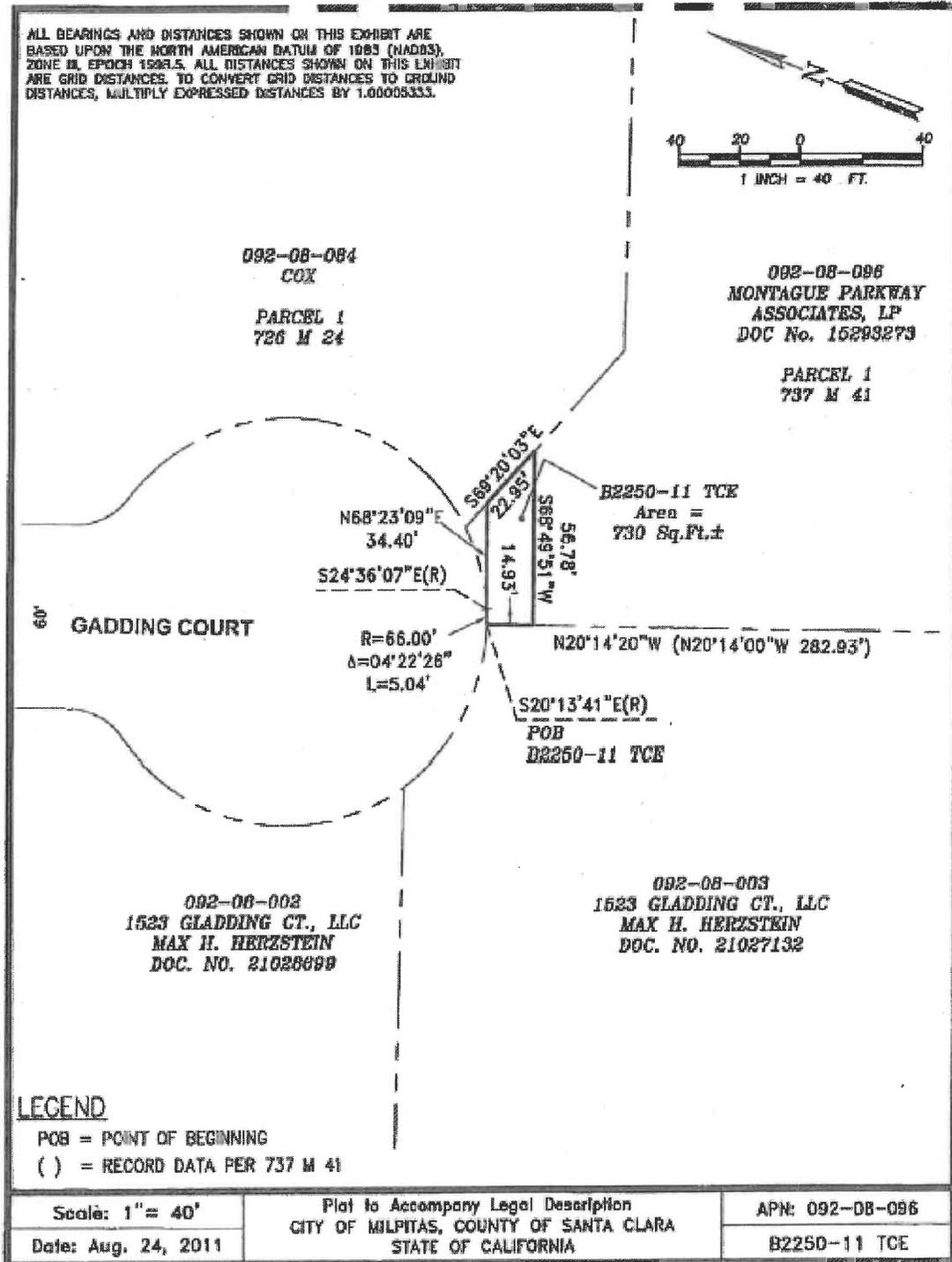
1. Easterly 5.04 feet along said curve and said general northerly line through a central angle of 04°22'26"; thence leaving last said line
2. North 68°23'09" East 34.40 feet to said general northerly line; thence
3. South 69°20'03" East 22.95 feet along said general northerly line; thence leaving last said line
4. South 68°49'51" West 56.78 feet to the general westerly line of said Parcel 1; thence
5. North 20°14'20" West 14.93 feet along last said line to t the **POINT OF BEGINNING**;

Containing 730 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*  
John W. Pettley, PLS 6202  
My License Expires on 03/31/2012





B2250-12

### TEMPORARY CONSTRUCTION EASEMENT

A Temporary Construction Easement for the construction (and other related activities incidental to construction) of the Silicon Valley Berryessa Extension Project (SVBX), under, upon, over and across that certain real property, situated in the City of Milpitas, County of Santa Clara, State of California, and more particularly described in Exhibit "1" attached hereto and made a part hereof.

This Temporary Construction Easement will begin on or after July 24, 2012, when the property is first occupied for use for SVBX civil construction, and will continue for a duration of six continuous months, ending no later than June 30, 2013.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties thereto, and all covenants shall apply to and run with the land.

Parcel B2250-12  
8/24/2011  
TCE

**LEGAL DESCRIPTION  
APN 092-08-096**

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 described in the Grant Deed to Montague Parkway Associates, LP recorded June 28, 2000 under Recorder's Series No. 15293273, Official Records of said County, being more particularly described as follows:

**BEGINNING** at the most easterly corner of that parcel of land described in Document Number 21027132, being also an angle point in the westerly line of Parcel 1, as said Parcel is shown on that certain Parcel Map filed March 19, 2001 in Book 737, at Pages 41 through 43 inclusive, both of Official Records of said County; thence

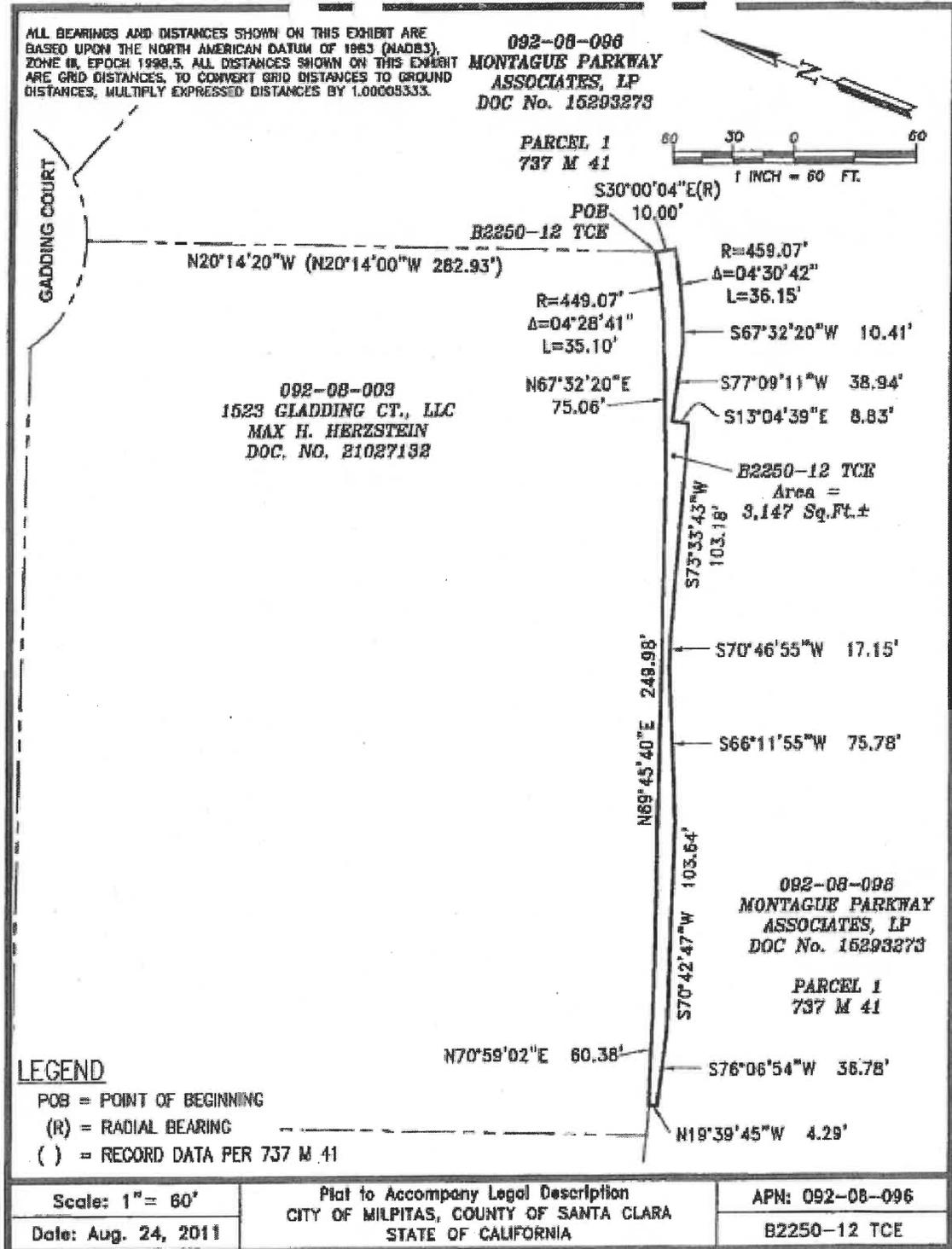
1. South 30°00'04" East 10.00 feet radial to the beginning of a curve to the right with radius of 459.07 feet; thence along said curve parallel to and 10.00 feet distant from said westerly line of Parcel 1
2. Southwesterly 36.15 feet along said curve through a central angle of 04°30'42"; thence
3. South 67°32'20" West 10.41 feet; thence leaving said parallel line
4. South 77°09'11" West 38.94 feet; thence
5. South 13°04'39" East 8.83 feet; thence
6. South 73°33'43" West 103.18 feet; thence
7. South 70°46'55" West 17.15 feet; thence
8. South 66°11'55" West 75.78 feet; thence
9. South 70°42'47" West 103.64 feet; thence
10. South 76°05'54" West 36.78 feet; thence
11. North 19°39'45" West 4.29 feet to said westerly line of Parcel 1; thence along said westerly line
12. North 70°59'02" East 60.38 feet; thence
13. North 69°45'40" East 249.98 feet; thence
14. North 67°32'20" East 75.06 feet to the beginning of a curve to the left with radius of 449.07 feet; thence
15. Northeasterly 35.10 feet along said curve through a central angle of 04°28'41" to the **TRUE POINT OF BEGINNING.**

Containing 3,147 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*  
 John W. Pettley, PLS 6202  
 My License Expires on 03/31/2012





B2250-13

### TEMPORARY CONSTRUCTION EASEMENT

A Temporary Construction Easement for the construction (and other related activities incidental to construction) of the Silicon Valley Berryessa Extension Project (SVBX), under, upon, over and across that certain real property, situated in the City of Milpitas, County of Santa Clara, State of California, and more particularly described in Exhibit "1" attached hereto and made a part hereof.

This Temporary Construction Easement will begin on or after July 24, 2012, when the property is first occupied for use for SVBX civil construction, and will continue for a duration of 36 continuous months, ending no later than July 23, 2015.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.



October 31, 2013  
Parcel: B2250-13 TCE  
Page 1 of 2

**LEGAL DESCRIPTION**  
**TEMPORARY CONSTRUCTION EASEMENT**  
APN: 092-08-096

REAL PROPERTY situated in the City of Milpitas, County of Santa Clara, State of California, being a portion of Parcel 1 as shown on that certain Parcel Map filed March 19, 2001 in Book 737 of Maps at Page 41, Santa Clara County Records, also being a portion of the parcel of land described in the Grant Deed recorded June 28, 2000, as Document No. 15293273, Santa Clara County Official Records, more particularly described as follows:

COMMENCING at the most westerly corner of said Parcel 1, also being the northeasterly line of Parcel 15, as shown on that certain Record of Survey filed December 7, 2007 in Book 821 at page 1, Records of said County;

Thence along the northerly line of said Parcel 1 and along a non-tangent curve to the left, having a radius of 449.07 feet, the radial line of which bears South 51°41'20" West, through a central angle of 17°59'46" for an arc length of 141.05 feet to the TRUE POINT OF BEGINNING;

Thence continuing along said northerly line and along said non-tangent curve to the left, having a radius of 449.07 feet, through a central angle of 07°05'51" for an arc length of 55.63 feet;

Thence South 26°40'26" West, 28.18 feet;

Thence South 23°01'33" East, 78.05 feet;

Thence South 67°02'51" West, 19.20 feet;

Thence North 23°01'28" West, 122.97 feet;

Thence North 00°31'26" West, 19.24 feet to the TRUE POINT OF BEGINNING.

Containing an area of 3,016 square feet, more or less.

Plat Exhibit attached and by this reference made of part thereof.



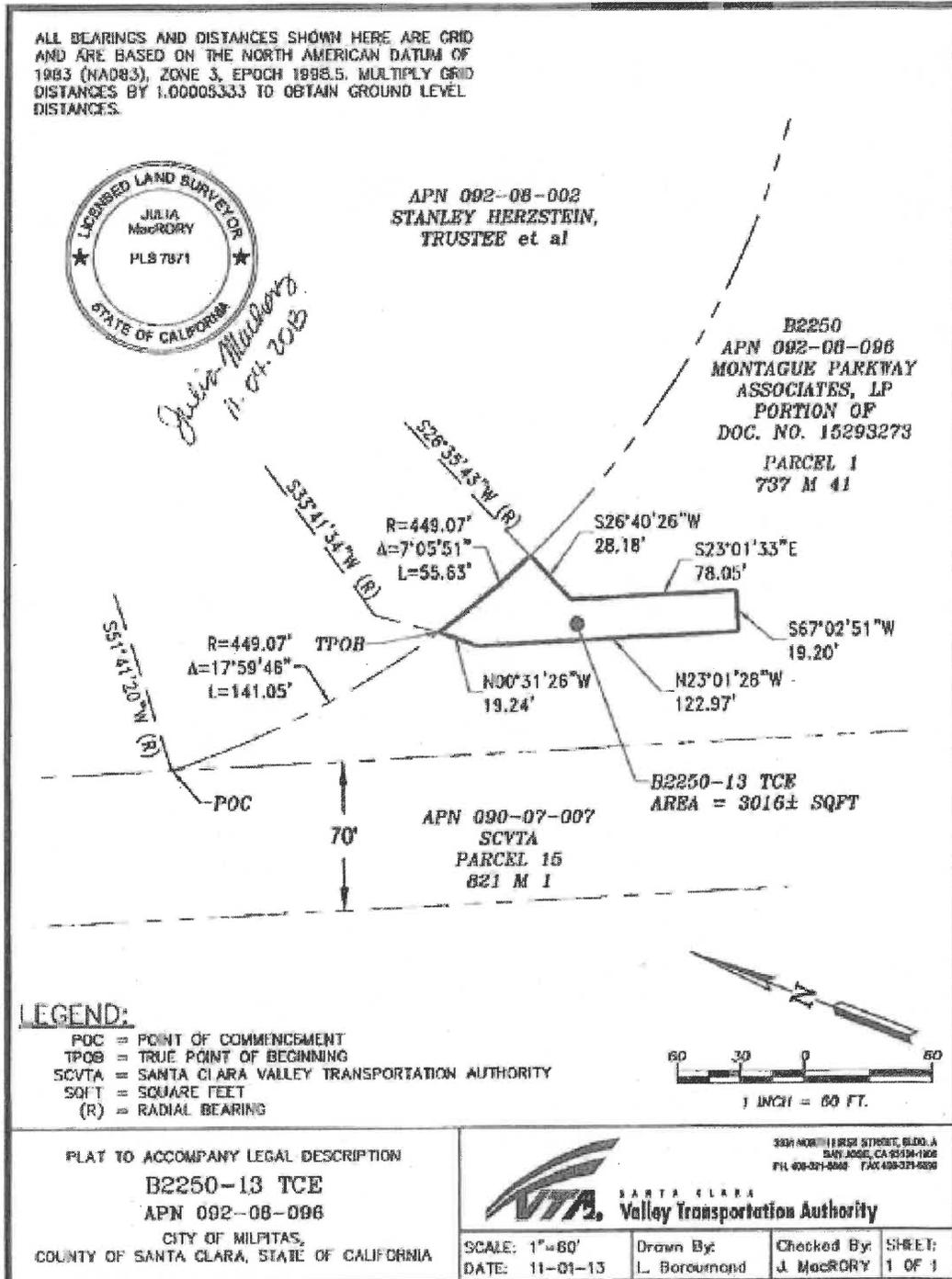
October 31, 2013  
Parcel: 02250-13 TCE  
Page 2 of 2

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.

November 4, 2013  
Date

Julia MacRory  
Julia MacRory, LS 7871  
Survey and Mapping Manager





SURVEY-MAPPING-VTA, PROJECTS-SAN-JOSE-PARCEL-15, LEGALS-AND-CLOSURE-CALIFORNIA, B2250-13 TCE-APN 092-08-096, NOV 4, 2013, 9:22AM

**Exhibit D (work on remainder property) to  
Final Order of Condemnation**

Work Performed by VTA Benefitting the Remainder MPA Property

- 1 Constructed a 12-foot wall on VTA property outside the 10-foot roadway easement at the Gladding Court entrance driveway; to be maintained by VTA. Removed existing slat, metal fence and re-landscaped portion of remainder of MPA Property east of 12-foot wall.
- 2 Constructed wall on northwest corner of remainder MPA property from existing wall segment to South Milpitas Boulevard, including solid sliding gate, fencing and pedestrian gate along South Milpitas Boulevard; solid, sliding gate and wall to be maintained by VTA pursuant to easement.
- 3 Imported soil and rough graded the upper and lower detention basins on the remainder MPA property.
- 4 Constructed two large diameter storm drain laterals, a new storm drain manhole, a headwall structure at the easterly storm drain opening and riprap around the headwall structure on the remainder MPA property.
- 5 Constructed new precast sound wall at the property line of the remainder MPA property east of rail corridor, including extension of wrought iron fence to the property line.
- 6 Reinstalled front wall panels previously removed by VTA by Capital Avenue entrance to the remainder MPA property.
- 7 Replaced removed trees with new trees along Capital Avenue portion of the remainder MPA property on the street side of the wall panels.

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# Attachment 5

Cover Page

Quitclaim Deed

8 pages to follow

Recorded at the request of and when recorded return to:

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

Record Without Fee  
California Government Code §6103 & §27383

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Project: Silicon Valley Berryessa Extension (SVBX)  
Project Parcel No.: B2251 (No. 4)  
SCVWD No.: 9433-3.1  
APN: 092-07-010  
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

## QUITCLAIM DEED

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **SANTA CLARA VALLEY WATER DISTRICT**, a special district, created by the California Legislature, does hereby release and quitclaim to **SANTA CLARA VALLEY TRANSPORTATION AUTHORITY**, a public agency organized as a special district under California law, all that real property interest and ownership of the Water Pipelines Easement Deed from Armand Kunde and Joan Kunde, his wife, to Santa Clara Valley Water District, recorded in the City of Milpitas, County of Santa Clara, State of California, on June 21, 1990, in Book L393, Page 1249, as Instrument No. 10563688, which easement encumbers the real property described and depicted in Exhibit A, attached hereto and incorporated herein by reference.

**IN WITNESS WHEREOF**, the Parties have executed this Quitclaim Deed this \_\_\_\_ day of \_\_\_\_\_, 2026 (“Effective Date”).

**GRANTOR**

**SANTA CLARA VALLEY WATER DISTRICT**, a Special District

By: \_\_\_\_\_  
Melanie Richardson  
Interim Chief Executive Officer

Attest:

By: \_\_\_\_\_  
Candice Kwok-Smith  
Clerk/Board of Directors

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

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

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, 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: \_\_\_\_\_

Name: \_\_\_\_\_  
(typed or printed)

(Seal)

Project.: Silicon Valley Berryessa Extension (SVBX)  
Project Parcel No.: B2251 (No. 4)  
Grantor: Santa Clara Valley Water District  
Deed Type: Quitclaim

**CERTIFICATE OF ACCEPTANCE**  
(Govt. Code, Section 27281)

This is to certify that the interest in real property conveyed by the within and foregoing deed or grant to the Santa Clara Valley Transportation Authority (VTA), State of California, is hereby accepted by the undersigned officer on behalf of the Santa Clara Valley Transportation Authority, in accordance with Section 5-3 of the Administrative Code of the Authority adopted December 20, 1994, and the Grantee consents to recordation thereof by its duly authorized officer.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**SANTA CLARA VALLEY TRANSPORTATION  
AUTHORITY**, a California special district

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

EXHIBIT "A"

RECORDING REQUESTED BY  
VALLEY TITLE COMPANY  
ESCROW NO. 199761-MC  
INSURED

"EXHIBIT J"

10563688

DO NOT WRITE ABOVE THIS LINE

Recorded at the request of  
**Valley Title Company**

JUN 21 1990 8:00AM

LAURIE KANE, Recorder  
Santa Clara County, Official Records

L393 PAGE 1249

RECORD WITHOUT FEE UNDER SECTION 6103,  
GOVERNMENT CODE OF THE STATE OF CALIFORNIA  
AFTER RECORDING RETURN TO  
SANTA CLARA VALLEY WATER DISTRICT  
6760 ALMADEN EXPRESSWAY  
SAN JOSE, CALIFORNIA 95118

APN NO. 92-07-006 CODE NO. 12-002

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RECORD WITHOUT FEE UNDER SECTION 6103  
GOVERNMENT CODE OF THE STATE OF CALIFORNIA

**WATER PIPELINES  
EASEMENT DEED  
(INDIVIDUAL)**

DOCUMENT NO. 9433-3

Armand Kunde and Joan Kunde, his wife

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

Being a portion of the lands described in the deed recorded in Book 0769 of Official Records at page 699, et. seq., in the office of the Recorder, County of Santa Clara, State of California, to wit:

Beginning at the intersection of the easterly line of said lands, as described in said deed, with the northeasterly line of Capitol Avenue (width varies); thence along said northeasterly line of Capitol Avenue, N 59°05'00"W 86.99 feet; thence leaving said northeasterly line N 24°00'00"W 875.98 feet to the southerly line of the lands conveyed to the County of Santa Clara in the deed recorded in Book 0778 of Official Records at page 116; thence along said southerly line N 74°41'52"E 50.58 feet to the aforesaid easterly line of said lands, as described in first said deed; thence along said easterly line, S 24°00'00"E 939.52 feet to the Point of Beginning.

Containing 1.042 acres of land more or less.

TOGETHER with a Temporary Construction Easement shown in the crosshatched area of the attached plat designated Exhibit A. The Temporary Construction Easement shall commence with the start of District's construction, which is estimated to be September 1, 1990, and will run for a period of 15 months. In any event, the Temporary Construction Easement will terminate on May 31, 1992.

92-7-1-1

EXHIBIT - A

REV.	APPR.	DATE	DESCRIPTION
1	HR	8/89	REV. TCE AREA TAKE
2			
3			

PROJECT NO. 9433  
FILE NO. 3  
TITLE REPORT NO. VT-199761

SCALE 1" = 200'

DRAWN	DON SMITH
DATE	6/21/89

SCVND

DO NOT WRITE ABOVE THIS LINE

... easement area shall be kept clear of any type of building, fences, structure, pavement, or trees, unless prior written approval is obtained from District, except for all existing fences. If grantor requests District's approval for a use of the easement area which is compatible with District's uses of said area, District's approval will not be unreasonably withheld. The easement shall include the right to construct, reconstruct, inspect, maintain and repair water pipelines and appurtenant structures, together with the right to trim or remove such trees or brush within the easement area as may constitute a hazard to persons or property or may interfere with the use of the said area for the purposes granted. It also shall include the right to enter upon said land with vehicles, tools, implements, and other materials, take therefrom and use, earth, rock, sand and gravel for the purpose of excavating, widening, deepening, and otherwise rectifying the water pipeline and for the construction, maintenance and repair of said water pipelines, and appurtenant structures by said District, its officers, agents, and employees, and by persons under contract with it and their employees whenever and wherever necessary for water pipelines and appurtenant structures.

District shall also have the right to mark the location of said described area by suitable markers, but said markers shall be placed in fences or other locations which will not interfere with any reasonable use first party shall make of said strip.

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

Dated this 8 day of May 1990. Signed and delivered in the presence of Richard S. Miller, Armand Kunde, Joan Kunde

ACKNOWLEDGMENT OF SUBSCRIBING WITNESS

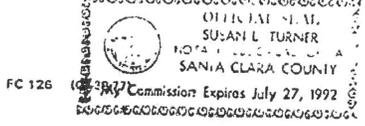
STATE OF CALIFORNIA } ss. San Jose... COUNTY OF Santa Clara }

On May 23, 1990, before me, the undersigned, a Notary Public in and for the State of California, residing therein, duly commissioned and sworn, personally appeared Richard S. Miller, known to me to be the person whose name is subscribed to the within instrument as a witness thereto, who, being by me duly sworn, deposed and said that he resides in the County of Santa Clara, State of California; that he was present and saw

Armand Kunde and Joan Kunde personally known to him to be the persons described in and whose names are subscribed to the within instrument, execute the same, and that said subscribed his name thereto as a witness to said execution.

WITNESS my hand and official seal. (Seal) Susan L. Turner

Name (Typed or Printed) Notary Public in and for said State



ACKNOWLEDGEMENT GRANTOR(S)

STATE OF CALIFORNIA } ss. COUNTY OF }

On , 19 before me, the undersigned, a Notary Public in and for the State of California, residing therein, duly commissioned and sworn, personally appeared

known to me to be the person whose name subscribed to the within instrument and acknowledged that executed the same.

WITNESS my hand and official seal. (Seal)

Name (Typed or Printed) Notary Public in and for said State

EXHIBIT A

Technical drawing area containing a table of revisions, project information (PROJECT NO. 9433, FILE NO. 3, TITLE REPORT NO. VT-19976), a scale of 1" = 200', and a drawing credit table (DRAWN BY DON SMITH, DATE 6/21/89).

L393 PAGE 1251

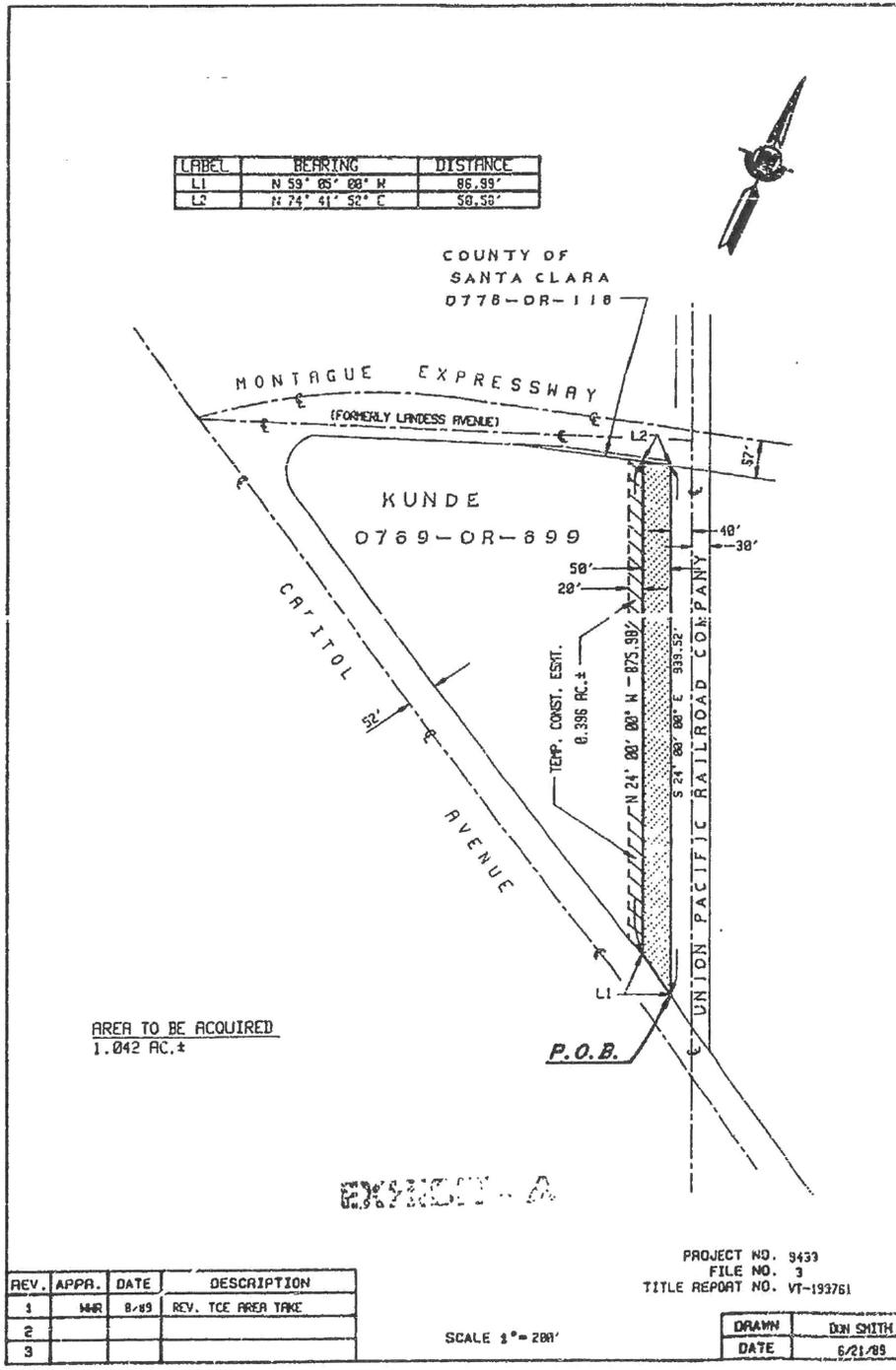
CERTIFICATE OF CONSENT AND ACCEPTANCE

This is to certify that the interest in real property conveyed by the attached Deed or Grant to Santa Clara Valley Water District is hereby accepted by the undersigned duly authorized agent on behalf of the Board of Directors of said Santa Clara Valley Water District, pursuant to authority conferred by Resolution No. 68-25 of said Board of Directors adopted on the 26th day of March 1968, recorded March 27th, 1968 in Book 8069, Page 535, Official Records of Santa Clara County, California, and the Grantee consents to recordation thereof by its said duly authorized agent.

Dated: JUN 5 1968, 19.....

SANTA CLARA VALLEY WATER DISTRICT

By: *[Signature]*  
~~Edith M. Miller~~ Clerk of the Board of Directors  
(Strike out inapplicable one)



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# Santa Clara Valley Water District

File No.: 26-0266

Agenda Date: 3/24/2026

Item No.: 7.1.

## BOARD AGENDA MEMORANDUM

Government Code § 84308 Applies: Yes  No   
(If "YES" Complete Attachment A - Gov. Code § 84308)

### SUBJECT:

Approve the Budget Adjustment in the Amount of \$15,000,000 to the Fiscal Year 2026 Budget for the Upper Llagas Creek Flood Protection Project, Phase 2B, Project No. 26174055 (Morgan Hill, District 1).

### RECOMMENDATION:

Approve the budget adjustment in the amount of \$15,000,000 to the Fiscal Year 2026 Budget for the Upper Llagas Creek Flood Protection Project, Phase 2B.

### SUMMARY:

#### ***Project Background***

Santa Clara Valley Water District (Valley Water) is undertaking the Upper Llagas Creek Flood Protection Project (Project), in partnership with the U.S. Army Corps of Engineers (USACE), the State of California, Natural Resources Conservation Service (NRCS) and the City of Morgan Hill (City) to plan, design, and construct improvements along 13.9 miles of creek channels. The Project extends from Buena Vista Avenue to Llagas Road, including West Little Llagas Creek in downtown Morgan Hill and is part of the voter-approved Safe, Clean Water and Natural Flood Protection Program

The Project is being constructed in three phases (Phase 1, Phase 2A, and Phase 2B) and flood protection will only be realized after all phases are completed. Phase 1 and Phase 2A have been completed. This board agenda item relates to Phase 2B, the final phase of construction.

Phase 2B involves construction of Reach 6 (Highway 101 upstream to Monterey Road), Reach 7B (Watsonville Road to Ciolino Avenue), the remaining portion of Reach 8 (approximately West Main Avenue to Llagas Road), and Reach 14 (confluence with Reach 4 upstream to Sycamore Avenue). Phase 2B construction consists of approximately 1,900 linear feet of twin reinforced concrete box culverts, creek modifications and excavation by widening and deepening, installation of culverts at various street crossings, construction of an inlet basin weir split-flow structure, bridge underpinning work, installation of instream complexities, removal of plantings and non-native plantings, habitat enhancements, revegetation, utility relocations and coordination, outfall modifications, aggregate

base maintenance roads, access ramps, traffic controls/detours, fencing, soil testing as required for off-site disposal, concrete and other miscellaneous work, community outreach and coordination. Construction is anticipated to take approximately three years to complete, followed by a three-year plant establishment period.

Phase 2B flood protection improvements require the replacement of Hale Avenue post-construction and the City and Valley Water have agreed to include City improvements with the restoration of Hale Avenue. This coordination between the City and Valley Water will result in savings and a reduction of public impacts to the community. City improvements include, undergrounding of utilities along the west side of Hale Avenue in coordination and in cooperation with PG&E, AT&T, Frontier, and others, installation of new streetlights, new curbs, gutters, sidewalks, and a new soundwall along a portion of the east side of Hale Avenue between West Main Avenue and Wright Avenue.

The Board awarded a construction contract to build the Upper Llagas Creek Flood Protection Project, Phase 2B, Project No. 26174055, to Granite Rock Company (Contractor) on August 13, 2024, in the amount of \$129,274,180. Phase 2B is approximately 70 percent complete and is scheduled for completion in March 2027, which does not include the 3-year native revegetation maintenance establishment period.

### ***Current Project Schedule***

Currently, the timeline for constructing Phase 2B is progressing faster than anticipated primarily due to the lack of winter rains allowing the Contractor to continue construction activities into the winter months. The Contractor has completed the in-channel improvements within Reach 6 and Reach 14 during this past year's regulatory permit-restricted window of May 1<sup>st</sup> to October 15<sup>th</sup>. Installation of top-of-bank aggregate maintenance roads and permanent site fencing is currently underway within these two reaches, including the installation of approximately 30,000 native plantings. Construction of additional box culvert undercrossings at Edes Court and Cosmo Avenue has been completed. Approximately 1,700 linear feet of the 2,100 linear feet (80%±) of the two 10-foot-wide by 9-foot-high culverts have been completed, ultimately replacing West Little Llagas Creek along the eastern side of Hale Avenue to safely carry stormwater away from the surrounding neighborhoods.

On May 1, 2026, widening and deepening of West Little Llagas Creek will begin from Watsonville Road to Ciolino Avenue (Reach 7B) and construction of additional box culvert undercrossings at Spring Avenue. The last remaining 400 linear feet of two 10-foot-wide by 9-foot-high culverts at the intersection of Hale Avenue and Wright Avenue in downtown Morgan Hill will be completed during the summer of 2026.

### ***Budget Adjustment Recommendation***

In order to continue to fund the Contractor's construction contract proceeding faster than anticipated, staff recommends a budget adjustment as detailed in *Financial Impact* below.

### **ENVIRONMENTAL JUSTICE IMPACT:**

There are no Environmental Justice impacts associated with this item.

**FINANCIAL IMPACT:**

In order to fund the Contractor's work during these winter and spring months of FY 2026, originally scheduled for FY 2027, staff recommends a budget adjustment in the amount of \$15,000,000 to increase the FY 2026 budget for the Upper Llagas Creek Flood Protection Phase, 2B Project (26174055) to accommodate the increase to FY 2026 planned expenditures. Funds previously budgeted for FY 2027 would then be reduced, resulting in the total project cost remaining unchanged.

The Upper Llagas Creek Flood Protection Phase, 2B Project (Project No. 26174055) is included in the Capital Improvement Program (CIP) Fiscal Year (FY) 2026-30 Five-Year Plan and in the FY 2026-27 Adopted Budget. As stated, the recommended budget adjustment does not change the overall total project cost reflected in the CIP's Draft FY 2027-31 Five-Year Plan. The Project is funded by the Safe, Clean Water Fund (Fund 26).

**CEQA:**

On June 10, 2014, the Board adopted Resolution No. 14-67 certifying the Environmental Impact Report for the Upper Llagas Creek Project and adopted. The recommended action to approve a budget adjustment does not involve any changes to the approved project, and thus no further CEQA review would be required.

**ATTACHMENTS:**

None.

**UNCLASSIFIED MANAGER:**

Bhavani Yerraptou, 408-630-2735