



## RIGHT OF WAY AGREEMENT

FC 121 (05-20-21)

**Project:** Coyote Creek Flood Protection

**Seller:** San Jose Water Company

4021-367, -458, -464, -465, -472 -473,

**Real Estate File No.:** -498, -506, -521, -525, -526

**Project/Charge No.:** 26174043

**THIS RIGHT OF WAY AGREEMENT** ("Agreement") is made and entered into as of the date fully executed ("Effective Date") between the SANTA CLARA VALLEY WATER DISTRICT, a California Special District ("Valley Water"), and the SAN JOSE WATER COMPANY, a California corporation, formerly known as San Jose Water Works ("Seller"). Valley Water and Seller are sometimes referred to herein individually as "Party" and collectively as "Parties".

### RECITALS

**WHEREAS**, Seller owns those certain nine real properties located in San Jose, California, as more particularly identified in Exhibit 1 ("Subject Properties").

**WHEREAS**, Valley Water requires certain real property interests on the Subject Properties, including fee-simple acquisition of APNs 467-13-055 and 467-13-056, as specifically described below.

### AGREEMENT

**NOW THEREFORE**, in consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

#### 1. PURCHASE AND SALE

- A. Subject to the terms and conditions of this Agreement, Seller agrees to sell, and Valley Water agrees to purchase, the following real property interests over portions of the Subject Properties: (i) two (2) permanent water easements as more particularly described in the individual plat depiction and legal description ("P&Ds") attached hereto in Exhibit 2 ("Permanent Easement Properties"); and (ii) seven (7) temporary construction easements as more particularly described in the individual P&Ds attached hereto in Exhibit 3 ("Temporary Construction Easement Properties" and with the Permanent Easement Property, collectively the "Easement Properties").
- B. Subject to the terms and conditions of this Agreement, Seller agrees to sell, and Valley Water agrees to purchase fee simple interest in two (2) of the Subject Properties: (i) APN 467-13-055; and (ii) APN 467-13-056, as more particularly

described in the P&Ds attached hereto in Exhibit 4 ("Fee Properties, and with the Easement Properties, collectively the "Properties").

## 2. DELIVERY OF DOCUMENT

- A. Seller shall convey its interests in the Easement Properties to Valley Water by executing and delivering to Escrow Holder (as defined in Section 9 herein) the completed Permanent Water Management Easement Deed for the Permanent Easement Property using the form attached hereto as Exhibit 5 and the completed Temporary Construction Easement Deeds for the Temporary Construction Easement Properties using the form attached hereto as Exhibit 6 (collectively, "Easement Deeds").
- B. Seller shall convey fee simple interest in the Fee Properties to Valley Water by executing and delivering two Quitclaim Deeds to Escrow Holder using the form attached hereto as Exhibit 7 ("QC Deeds" and with the Easement Deeds described in the preceding paragraph, collectively the "Deeds").

## 3. PURCHASE PRICE AND TITLE

Valley Water shall pay Seller the sum of **two million nine hundred thirty-two thousand and nine-hundred fifty dollars (\$2,932,950.00)** ("Purchase Price") for the Properties conveyed by the Deeds when title thereto vests in Valley Water free and clear of all liens, encumbrances, taxes, assessments, and leases (recorded and/or unrecorded) that may interfere with Valley Water's exercise of the rights granted therein, except:

- A. Non-delinquent taxes, special taxes and assessments for the tax year in which this escrow closes. After closing, Valley Water shall take such actions as may be required to terminate such taxes, special taxes and assessments with respect to the Properties in the manner required by Section 5086 of the Revenue and Taxation Code.
- B. Covenants, conditions, restrictions, and reservations of record, or contained in the above referenced deeds.
- C. Easements or rights of way of record over said land for public or quasi-public utility or public street purposes, if any.

## 4. PRORATION OF REAL PROPERTY TAXES

Real property taxes and assessments, if any, on the Properties shall be prorated in accordance with the California Revenue and Taxation Code Section 5086 as of the date of recordation of the Deeds.

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

**5. PAYMENT OF MORTGAGE OR DEED OF TRUST**

Any and all moneys due under this Agreement shall, upon demand, be made payable to the beneficiary or mortgagee entitled thereto under any trust deed or mortgage upon the Subject Properties, up to and including the total amount of any unpaid indebtedness secured by such trust deed or mortgage. When necessary, Seller agrees to assist Escrow Holder (defined in Section 9 below) to obtain beneficiary or mortgagee consent and/or subordination to the Properties.

**6. LEASE WARRANTY**

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

**7. DISMISSAL OF EMINENT DOMAIN**

Valley Water requires the Properties as described in the Deeds for Valley Water purposes, a public use for which Valley Water has the authority to exercise the power of eminent domain. Seller is compelled to sell, and Valley Water is compelled to acquire the Properties. Both Seller and Valley Water recognize the expense, time, effort, and risk to both Parties in determining the compensation for the Properties by eminent domain litigation. The compensation set forth herein for the Properties is in compromise and settlement, in lieu of such litigation. If Valley Water has initiated an eminent domain action, Seller consents to the dismissal of any eminent domain action by Valley Water wherein the Properties are included and waives all claims to any money that may now be on deposit in that action. This Agreement is full consideration for all claims of damage that may have arisen by reason of any such eminent domain action and/or the public project for which the Properties are acquired.

**8. POSSESSION**

Seller shall have the right to retain possession of the Properties up to and including the date of recording of the Deeds conveying title to the Properties acquired herein to Valley Water, contingent upon Seller's compliance with the conditions of this Agreement. Any occupation or use of the Properties by Seller after recordation of the Deeds shall not interfere with uses granted to Valley Water.

**9. ESCROW AND DOCUMENT DELIVERY**

Escrow Number 7285945 has been established pursuant to this Agreement in the office of First American Title Company ("Escrow Holder") at 333 W. Santa Clara Street, San Jose, CA 95113. Unless Valley Water and Seller both agree to an extension by written agreement, the escrow shall close ("Close of Escrow") on or before January 6, 2026. Upon mutual execution of this Agreement, Valley Water and Seller shall deliver a fully executed copy of this Agreement to Escrow Holder and provide Escrow Holder with their separate instructions for closing escrow, consistent with the terms of this Agreement. Valley Water shall pay all costs of escrow and recording fees incurred in this

transaction including documentary transfer and stamp taxes, if required by law, and title insurance policy expenses.

Seller shall execute and deliver the Deeds to Escrow Holder as required under Section 2 no less than five (5) business days before the Close of Escrow.

Once the Parties have delivered all documents required pursuant to this Agreement and their escrow instructions, Escrow Holder shall complete the Close of Escrow.

Close of Escrow and the Parties' respective obligations pursuant to this Agreement are subject to the satisfaction of the following conditions at or prior to Close of Escrow:

- A. Transaction approved by the California Public Utility Commission ("CPUC");
- B. The balance of Purchase Price received by Escrow Holder; and
- C. Removal of any of Seller's personal property from the Properties.

## **10. CONTAMINATION**

Seller acknowledges and agrees that it has no actual knowledge of the presence of hazardous materials, or any other matters of significance, adversely affecting the Properties. The Parties agree that, except for the Seller's representations and warranties set forth in this Agreement, the Seller is selling and Valley Water is acquiring the Properties in "As Is" conditions with all faults.

## **11. SUCCESSORS AND ASSIGNS**

This Agreement is binding upon Seller and Valley Water, their respective administrators, representatives, successors-in-interest, executors and/or assignees. Seller shall not grant, assign, convey and/or otherwise encumber the Properties without Valley Water's written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

## **12. ENTIRE AGREEMENT**

This Agreement represents the full and complete understanding of the Parties with respect to the Properties. Any prior or contemporaneous oral or written agreements by and between the Parties or their agents and representatives with respect to the Properties are revoked and extinguished by this Agreement. All amendments and supplements to this Agreement may be amended only by a writing signed by each of the Parties hereto.

## **13. GOVERNING LAW**

This Agreement shall be construed and interpreted according to the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Santa Clara. The Parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara and waive all venue objections.

**14. SEVERABILITY**

Should any part of this Agreement be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the Parties and the unenforceable part shall be modified so that it reflects the Parties' intent and becomes enforceable.

**15. ATTORNEY FEES**

Each Party shall be responsible for payment of the fees and expenses of its counsel relating to this Agreement. In the event any legal action or litigation is undertaken by a Party to enforce the provisions of the Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and legal cost that it incurs.

**16. TRANSACTION SUBJECT TO APPROVAL BY CPUC**

The transaction contemplated herein is subject to review by and the approval of the CPUC. The Parties shall be obligated to perform under this Agreement only on the condition that the CPUC has approved the transaction contemplated herein prior to the Close of Escrow. If, as a result of a final non-appealable ruling by the CPUC, Seller is unable to comply with any one or more specific provisions of this Agreement, this Agreement shall automatically terminate. Neither Seller, nor Valley Water shall be obligated to perform under this Agreement if Seller does not obtain CPUC approval of the transaction contemplated herein prior to the Close of Escrow. It is a specific condition precedent for closing escrow that Seller obtain CPUC approval of the transaction contemplated herein.

**17. RECITALS, EXHIBITS, AND ATTACHMENTS**

The Recitals, exhibits, and addenda referred to herein are incorporated herein and shall be deemed a part of this Agreement as if set forth fully herein. The exhibits attached to this Agreement are:

**Exhibit 1** Subject Properties

**Exhibit 2** Permanent Easements

**Exhibit 3** Temporary Construction Easements

**Exhibit 4** Fee Simple Acquisitions

**Exhibit 5** Water Management Easement Deed

**Exhibit 6** Temporary Construction Easement Deed

**Exhibit 7** Quitclaim Deed

**18. ADDITIONAL DOCUMENTS**

Each Party hereto agrees to perform any further acts and to execute and deliver any further documents which may be reasonably necessary to carry out the provisions of this Agreement.

**19. INTERPRETATION OF AGREEMENT**

The Parties hereto acknowledge and agree that, although this Agreement has been drafted initially by Valley Water, the Parties and/or their legal counsel have reviewed and negotiated, or had an opportunity to review and negotiate, the terms of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

**20. HEADINGS AND TITLES**

The titles and headings in this Agreement are included principally for convenience and do not by themselves affect the construction or interpretation of any provision in this Agreement, nor affect any of the rights or obligations of the Parties.

**21. BROKERS AND FINDERS**

The Parties represent and warrant to one another that no broker, salesperson, or finder has been engaged by them in connection with the transactions contemplated by this Agreement.

**22. COUNTERPARTS, ELECTRONIC SIGNATURES**

This Agreement may be executed in two or more counterparts, including any electronic transmission of same. All executed counterparts when taken together shall constitute one agreement, and each counterpart shall be deemed an original. The Parties hereby acknowledge and agree that signatures transmitted by electronic mail in so-called "pdf" format or by DocuSign shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered. The Parties (i) intend to be bound by the signatures on any document sent by electronic mail, (ii) are aware that the other Party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature.

*[Signature Page Follows]*

Real Estate File No.: Multiple File Numbers

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

Valley Water has executed this agreement  
as of:

\_\_\_\_\_  
Date

SANTA CLARA VALLEY WATER DISTRICT

By \_\_\_\_\_  
Melanie Richardson, P.E.,  
Interim Chief Executive Officer

ATTEST: Candice Kwok-Smith

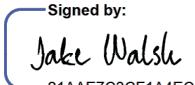
\_\_\_\_\_  
Clerk of the Board

Seller has executed this agreement as of:

10/28/2025 | 10:03:59 AM PDT

\_\_\_\_\_  
Date

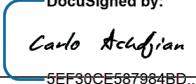
SAN JOSE WATER COMPANY

By \_\_\_\_\_  
Signed by:  
  
21AAE7C3CE1AA4EC  
Jacob Walsh  
Vice President of Engineering

1265 S. Bascom Ave.  
San Jose, CA 95128

Recommended for Approval:

By \_\_\_\_\_  
DocuSigned by:  
  
8042940F20A347C...  
Ken Anderssohn, Senior Real Estate  
Agent

By \_\_\_\_\_  
DocuSigned by:  
  
5EF30CE5567984BD...  
Carlo Achdjian, Manager  
Real Estate Services Unit

Recommended for Approval:

DocuSigned by:  
  
61FB4FFCA36D42F...  
Scott Hoffman, Manager of Property and Permitting

# Exhibit 1

## San Jose Water Company “Subject” Properties

APN	General Location	Approximate Area (acres)
467-13-055	17 <sup>th</sup> Street Station	0.26
467-13-056	17 <sup>th</sup> Street Station	0.40
467-13-002	17 <sup>th</sup> Street Station	0.78
467-13-003	17 <sup>th</sup> Street Station	0.14
472-11-016	Martha and 12 <sup>th</sup> Streets	1.08
472-12-058	Martha and 12 <sup>th</sup> Streets	1.84
472-12-071	Martha and 12 <sup>th</sup> Streets	0.45
477-12-024	Rocksprings Drive	5.42
477-20-033	Tully Road and Galveston Ave.	2.64

## Exhibit 2

### Valley Water Permanent Easements

Legal Descriptions and Plat Depictions ( 9 pages to follow)

<b>San Jose Water Co. APN</b>	<b>General Location</b>	<b>Valley Water Permanent Easement File #</b>	<b>Valley Water Permanent Easement Size</b>	<b>Appraised Value (11/15/2024)</b>
477-20-033	Tully Road and Galveston Ave.	#4021-367	7,717 sf	\$20,200
467-13-002	17 <sup>th</sup> Street Station	#4021-498	2,625 sf	\$9,000

**Santa Clara Valley Water District**  
San Jose, Ca 95118

PROJECT: COYOTE CREEK FLOOD  
PROTECTION PROJECT (CCFPP)

RESU FILE NO.: 4021-367  
BY: A. Ruiz

An easement over that certain real property situate in the City of San Jose, County of Santa Clara, State of California, being a portion of the lands as described in that certain Deed recorded as Document Number 1743209 filed on December 22, 1959, in the Office of the Recorder, County of Santa Clara, State of California, more particularly described as follows:

**Permanent Easement (P.E.)**

**COMMENCING** at an iron pipe, located on the most easterly corner of the lands designated as "3.130 ACRES" on that certain Record of Survey filed in Book 115 of Maps at Page 9, on December 22, 1959, in the Office of the Recorder, Santa Clara County, State of California;

Thence along the northeasterly line of said lands, N29°17'48"W, 292.37 feet, to the **POINT OF BEGINNING**;

Thence leaving said northeasterly line, the following nineteen (19) courses:

- 1) S40°59'42"W 10.83 feet;
- 2) S43°11'18"W 166.79 feet, to the beginning of a curve concave southeasterly and having a radius of 194.33 feet;
- 3) Thence southwesterly along said curve thru a central angle of 09°59'02", an arc distance of 33.86 feet;
- 4) S33°12'16"W 44.86 feet, to the beginning of a curve concave easterly and having a radius of 29.33 feet;
- 5) Thence southerly along said curve thru a central angle of 34°23'42", an arc distance of 17.61 feet;
- 6) S01°11'26"E 189.48 feet;
- 7) S29°39'09"E 15.97 feet;
- 8) N89°52'00"E 15.21 feet;
- 9) S32°46'07"E 9.00 feet;
- 10) S52°30'45"W 56.73 feet;
- 11) N37°36'32"W 20.34 feet;
- 12) N25°59'56"E 37.85 feet;
- 13) N01°11'26"W 195.02 feet, to the beginning of a curve concave easterly and having a radius of 42.30 feet;
- 14) Thence northerly along said curve thru a central angle of 34°23'42", an arc distance of 25.39 feet;
- 15) N33°12'16"E 44.86 feet, to the beginning of a curve concave southeasterly and having a

radius of 134.79 feet;

16) Thence northeasterly along said curve thru a central angle of  $15^{\circ}22'54''$ , an arc distance of 36.19 feet;

17) N $43^{\circ}11'18''$ E 166.54 feet;

18) N $40^{\circ}59'42''$ E 15.22 feet, to a point on said northeasterly line of said lands;

Thence along said northeasterly line, S29°1'48"E, 13.78 feet to the **POINT OF BEGINNING**  
Containing 7,717 square feet of land, more or less.

### BASIS OF BEARINGS:

The bearing of N29°17'48"W, shown as N29°49'W along the northeasterly line of the lands designated as "3.130 ACRES" on that certain Record of Survey filed in Book 115 of Maps at Page 9, on December 22, 1959, in the Office of the Recorder, Santa Clara County, State of California, was used as Basis of Bearings shown hereon.

### SURVEYOR'S STATEMENT:

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

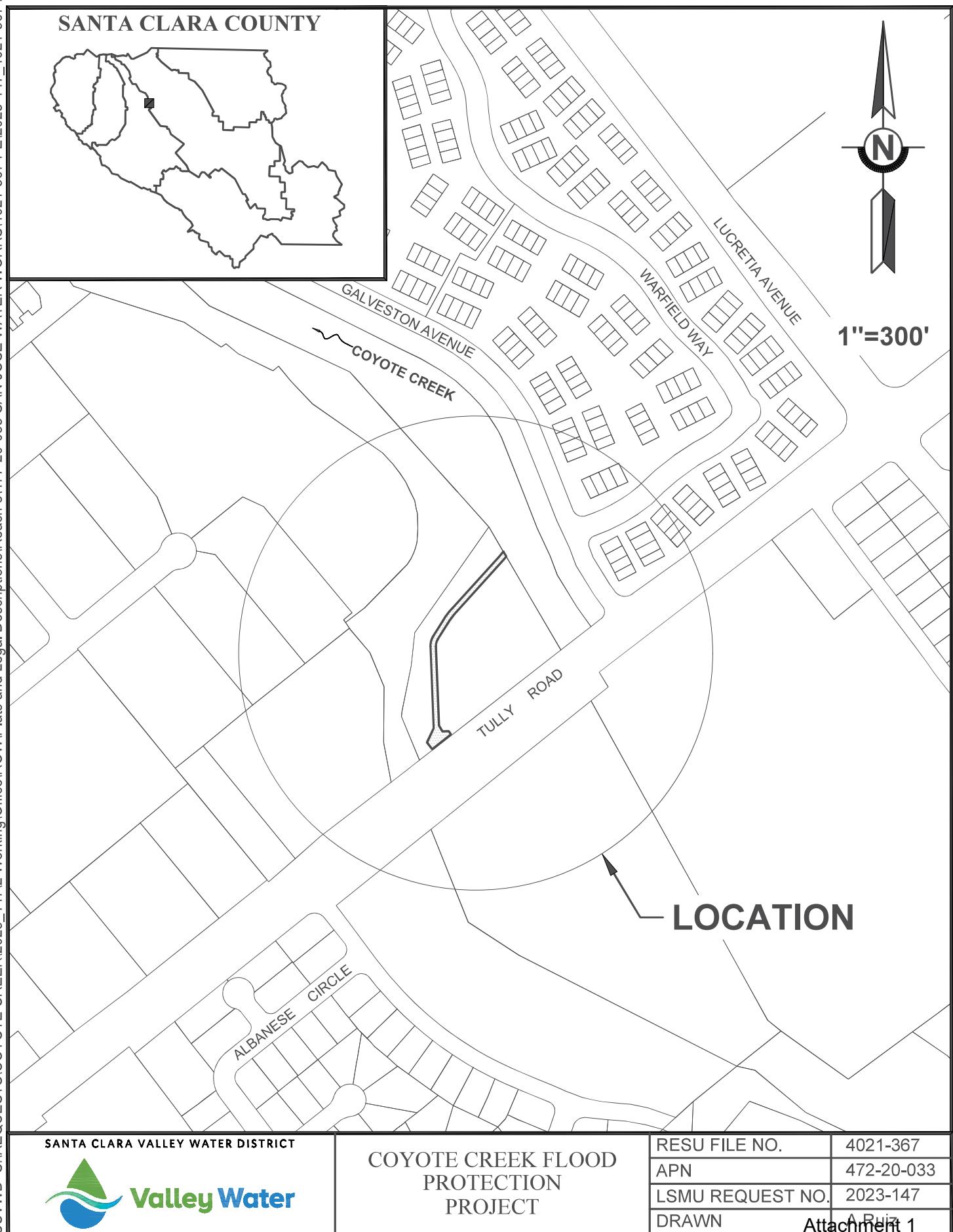
*Jessica DeMartini*  
Jessica DeMartini, PLS 9095

1/16/25  
Date

Date

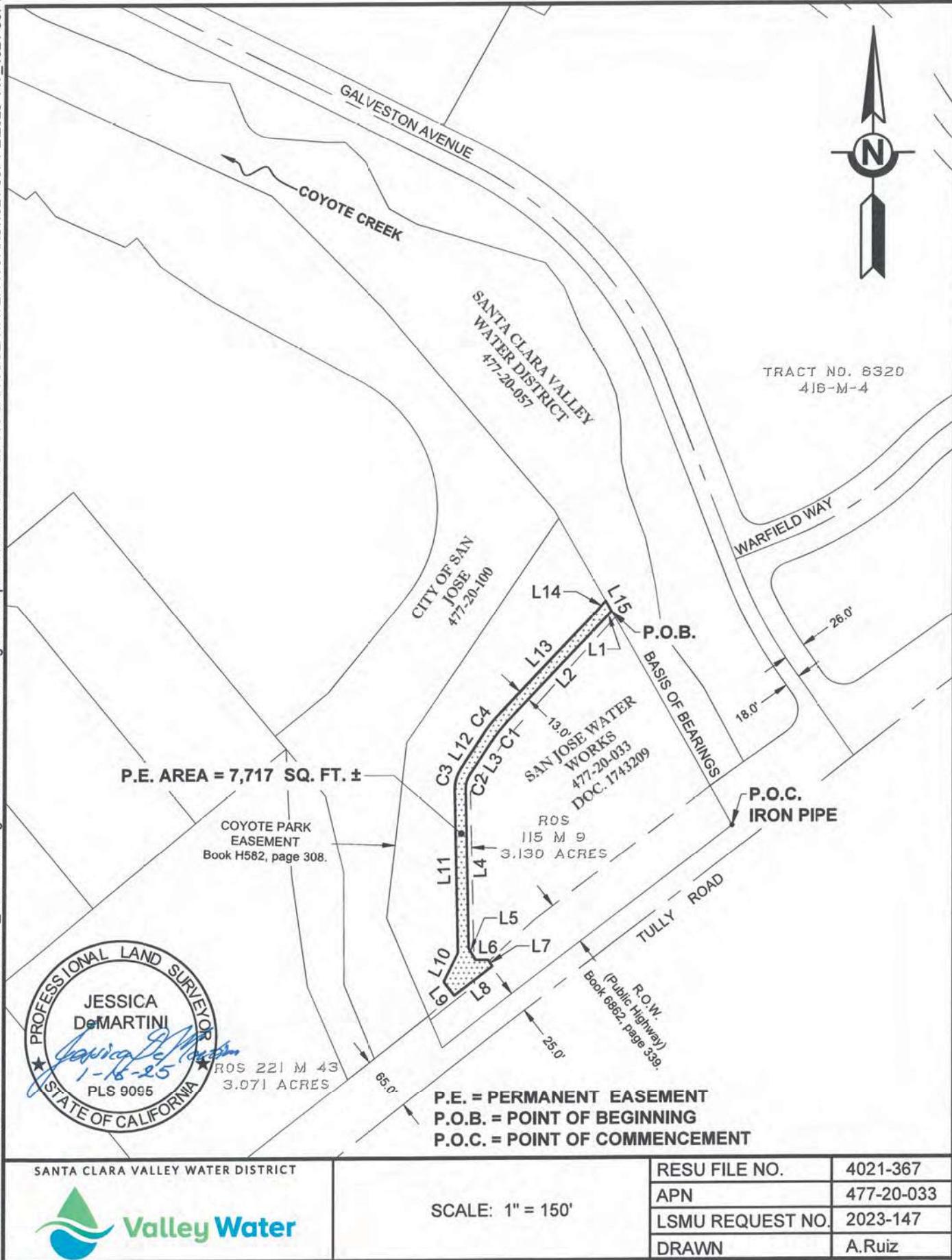


SAN JOSE WATER WORKS



SAN JOSE WATER WORKS

SCVWD S:\\REQUESTS\\COYOTE CREEK\\2023\_14772 Working\\Office\\ROWPlats and Legal Descriptions\\Reach 8477-20-033 SAN JOSE WATER WORKS\\4021-367 PE\\2023-147\_4021-367 PE.dwg



SHEET 1 OF 2

Attachment 1

Page 13 of 74

Line Table		
Line #	Bearings	Distance
L1	S40°59'42"W	10.83'
L2	S43°11'18"W	166.79'
L3	S33°12'16"W	44.86'
L4	S01°11'26"E	189.48'
L5	S29°39'09"E	15.97'
L6	N89°52'00"E	15.21'
L7	S32°46'07"E	9.00'
L8	S52°30'45"W	56.73'
L9	N37°36'32"W	20.34'
L10	N25°59'56"E	37.85'
L11	N01°11'26"W	195.02'
L12	N33°12'16"E	44.86'
L13	N43°11'18"E	166.54'
L14	N40°59'42"E	15.22'
L15	S29°17'48"E	13.78'

Curve Table			
Curve #	Radius	Delta	Length
C1	194.33'	009°59'02"	33.86'
C2	29.33'	034°23'42"	17.61'
C3	42.30'	034°23'42"	25.39'
C4	134.79'	015°22'54"	36.19'



SANTA CLARA VALLEY WATER DISTRICT  Valley Water	SCALE: N/A	RESU FILE NO. 4021-367
		APN 477-20-033
		LSMU REQUEST NO. 2023-147
		DRAWN A.Ruiz

**Santa Clara Valley Water District**  
San Jose, California

**PROJECT: COYOTE CREEK FLOOD  
PROTECTION PROJECT (CCFPP)**

**RESU File No.: 4021-498**  
**By: H. Zaeri**

An easement over that certain real property situate in the City of San Jose, County of Santa Clara, State of California, being a portion of "LOT 62" as shown on that certain Map entitled "MAP No. 14 OF SAN JOSE WATER C<sup>O</sup>LANDS" filed on April 10, 1911, in Book N of Maps at Page 45, in the Office of the Recorder, County of Santa Clara, State of California, more particularly described as follows:

**Permanent Easement (P.E.)**

**COMMENCING** at the most northwesterly corner of said "LOT 62" as shown on said map;

Thence along the general northerly line of said "LOT 62", the following two (2) courses:

- 1) N60°05'44"E 134.94 feet;
- 2) N60°02'11"E 35.40 feet, to the **POINT OF BEGINNING**;

Thence continuing along said general northerly line, the following two (2) courses:

- 1) N60°02'12"E 63.73 feet;
- 2) N60°04'14"E 23.81 feet, to the most northeasterly corner of said "LOT 62";

Thence along the easterly line of said "LOT 62", S05°32'42"E, 43.91 feet;

Thence leaving said easterly line, the following four (4) courses:

- 1) S60°04'43"W 52.36 feet;
- 2) N29°53'35"W 30.02 feet;
- 3) S60°01'10"W 17.06 feet;
- 4) N29°57'43"W 9.64 feet to the **POINT OF BEGINNING**.

Containing 2,625 square feet of land, more or less.

**BASIS OF BEARINGS:**

The bearing of N60°05'10"E shown as N59°20'E along the northeasterly line of "LOT 62", as shown on that certain Map entitled "MAP No. 14 OF SAN JOSE WATER C<sup>O</sup>LANDS" filed on April 10, 1911, in Book N of Maps at Page 45, in the Office of the Recorder, County of Santa Clara, State of California, was used as Basis of Bearings shown hereon.

**SURVEYOR'S STATEMENT:**

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

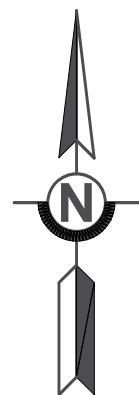
Jessica DeMartini  
Jessica DeMartini, PLS 9095

8/28/25  
Date

A circular professional land surveyor stamp. The outer ring contains the text "PROFESSIONAL LAND SURVEYOR" at the top and "STATE OF CALIFORNIA" at the bottom. The inner circle contains "JESSICA DeMARTINI" in the center, with "PLS 9085" below it. There are two five-pointed stars, one on each side of the inner circle.

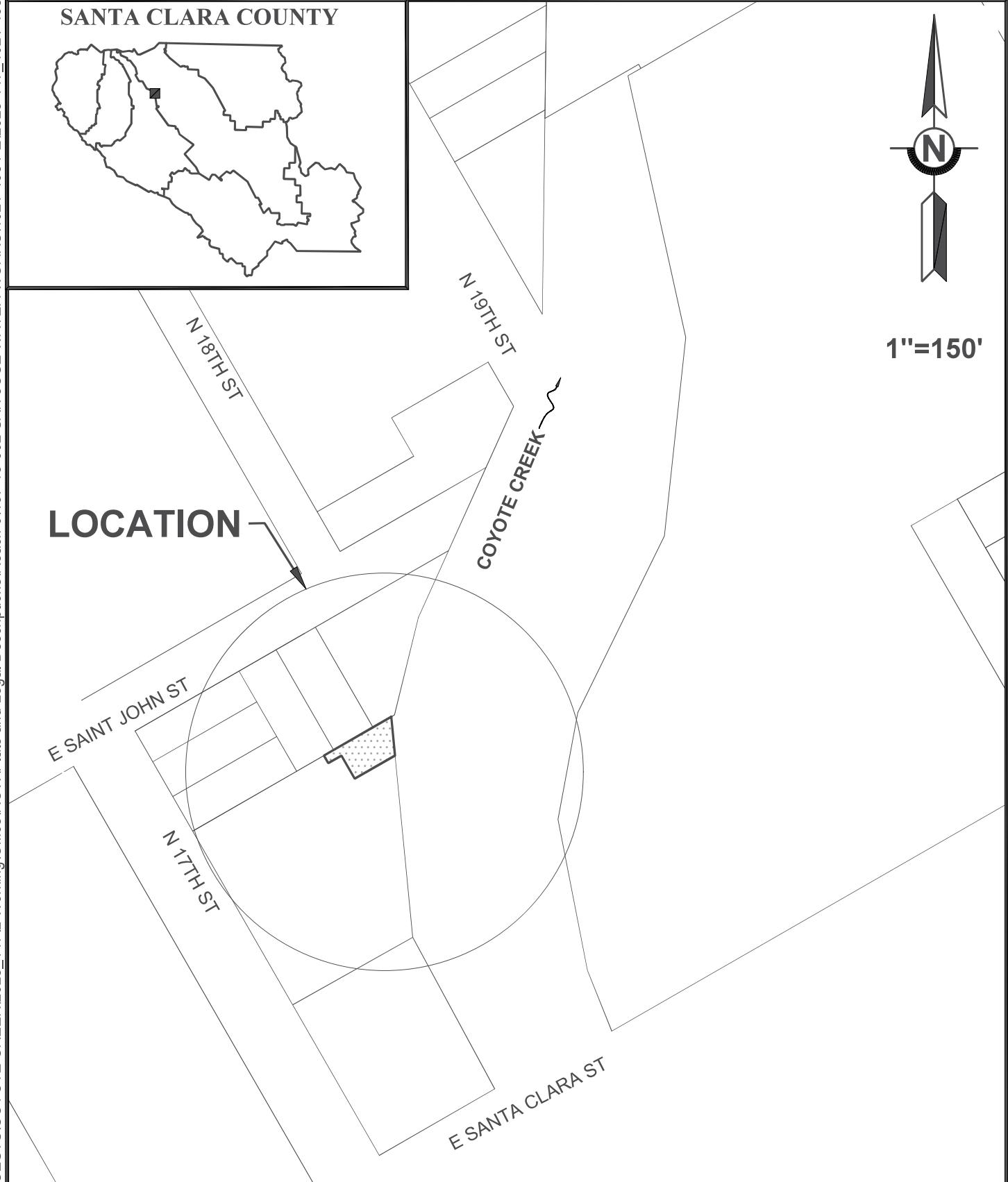
SAN JOSE WATER WORKS

## SANTA CLARA COUNTY



1"=150'

## LOCATION



SANTA CLARA VALLEY WATER DISTRICT

COYOTE CREEK FLOOD  
PROTECTION  
PROJECT

RESU FILE NO.	4021-498
APN	467-13-002
LSMU REQUEST NO.	2023-147
DRAWN	Attachment 1

SAN JOSE WATER WORKS

## Line Table

Line #	Bearings	Distance
L1	N60°02'12"E	63.73'
L2	N60°04'14"E	23.81'
L3	S05°32'42"E	43.91'
L4	S60°04'43"W	52.36'
L5	N29°53'35"W	30.02'
L6	S60°01'10"W	17.06'
L7	N29°57'43"W	9.94'

N 18TH ST

E SAINT JOHN ST

SAN JOSE  
WATER  
WORKS  
467-13-005

COYOTE CREEK

LOPES  
467-13-005  
MELAK & TREL  
467-13-004SAN JOSE WATER  
WORKS  
467-13-003  
BASIS OF BEARINGS  
N60°05'44"E  
134.94'WEDDMAN AND  
O'CALVILLO  
467-13-006

P.O.B.

ROS  
127-M-24N60°02'11"E  
35.40'L1  
L2  
L3  
L4  
L5  
L6P.E.  
AREA = 2,625 SQ.FT. ±UNKNOWN  
OWNERSHIPMAP N°14 OF SAN JOSE  
WATER C'LANDS  
LOT 62  
N-M-45SAN JOSE WATER  
WORKS  
467-13-001P.O.C. = POINT OF COMMENCEMENT  
P.O.B. = POINT OF BEGINNING  
P.E. = PERMANENT EASEMENT

SANTA CLARA VALLEY WATER DISTRICT



RESU FILE NO.	4021-498
APN	467-13-002
LSMU REQUEST NO.	2023-147
DRAWN	H. Zaeri

SCALE: 1" = 60'

## Exhibit 3

### Valley Water Temporary Construction Easements Legal Descriptions and Plat Depictions (31 pages to follow)

San Jose Water Co. APN	General Location	VW Temporary Construction Easement File #	VW Temporary Construction Easement Size	Appraised Value (11/15/2024)
467-13-002	17 <sup>th</sup> Street Station	#4021-506	10,150 sf	\$246,200
467-13-003	17 <sup>th</sup> Street Station	#4021-521	1,125 sf	\$41,750
472-11-016	Martha and 12 <sup>th</sup> Streets	#4021-458	19,942 sf	\$489,000
472-12-058	Martha and 12 <sup>th</sup> Streets	#4021-464	70,211 sf	\$1,474,000
472-12-071	Martha and 12 <sup>th</sup> Streets	#4021-465	19,517 sf	\$410,000
477-12-024	Rocksprings Drive	#4021-472	15,959 sf	\$15,000
477-20-033	Tully Road and Galveston Ave.	#4021-473	44,393 sf	\$27,800

**Santa Clara Valley Water District**  
San Jose, California

**PROJECT: COYOTE CREEK FLOOD  
PROTECTION PROJECT (CCFPP)**

**RESU File No.: 4021-506**  
**By: H. Zaeri**

An easement over that certain real property situate in the City of San Jose, County of Santa Clara, State of California, being a portion of "LOT 62" as shown on that certain Map entitled "MAP NO. 14 OF SAN JOSE WATER C<sup>o</sup>LANDS" filed on April 10, 1911, in Book N of Maps at Page 45, in the Office of the Recorder, County of Santa Clara, State of California, more particularly described as follows:

**PARCEL A**

**Temporary Construction Easement**

**COMMENCING** at the most northwesterly corner of said "LOT 62" as shown on said map;

Thence along the general northerly line of said "LOT 62", N60°05'44"E 74.88 feet, to the **POINT OF BEGINNING**;

Thence continuing along said general northerly line, the following two (2) courses:

- 1) N60°05'44"E 60.06 feet;
- 2) N60°02'11"E 35.40 feet;

Thence leaving said general northerly line, the following five (5) courses:

- 1) S29°57'43"E 9.94 feet;
- 2) N60°01'10"E 17.06 feet
- 3) S29°53'35"E 30.02 feet;
- 4) S60°04'43"W 60.46 feet;
- 5) N29°54'16"W 39.94 feet, to the **POINT OF BEGINNING**.

Containing 4,324 square feet of land, more or less.

**PARCEL B**

**Temporary Ingress & Egress Easement**

**COMMENCING** at the most northwesterly corner of said "LOT 62" as shown on said map;

Thence along the general northerly line of said "LOT 62", N60°05'44"E 74.88 feet;

Thence leaving said general northerly line, S29°54'16"E 39.94 feet, to the **POINT OF BEGINNING**;

Thence along the following five (5) courses:

- 1) N60°04'43"E, 52.06 feet;
- 2) S06°05'23"E, 116.01 feet;
- 3) S27°51'40"E, 24.32 feet;
- 4) S19°05'26"W, 60.78 feet;
- 5) S44°00'49"W, 34.72 feet, to a point on the westerly line of said "LOT 62";

Thence continuing along said westerly line, N29°54'16"W, 20.11 feet;

Thence leaving said westerly line, the following four (4) courses:

- 1) N50°30'56"E, 22.07 feet
- 2) N02°34'00"E, 87.55 feet;
- 3) N06°04'40"W, 15.14 feet;
- 4) N29°54'16"W, 68.43 feet to the **POINT OF BEGINNING**.

Containing 5,826 square feet of land, more or less.

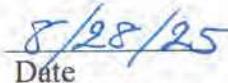
#### **BASIS OF BEARINGS:**

The bearing of N60°05'44"E shown as N59°20"E along the northerly-line of "LOT 62", as shown on that certain Map entitled "MAP No. 14 OF SAN JOSE WATER C<sup>o</sup>LANDS" filed on April 10, 1911, in Book N of Maps at Page 45, in the Office of the Recorder, County of Santa Clara, State of California, was used as Basis of Bearings shown hereon.

#### **SURVEYOR'S STATEMENT:**

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

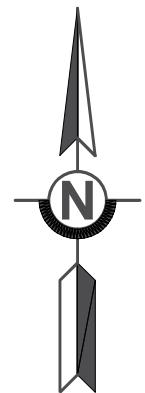
  
\_\_\_\_\_  
Jessica DeMartini, PLS 9095

  
\_\_\_\_\_  
Date



SAN JOSE WATER WORKS

## SANTA CLARA COUNTY

N  
S 18° 15' E

1"=150'

## LOCATION

E SAINT JOHN ST

N  
S 11° 11' E

COYOTE CREEK

E SANTA CLARA ST



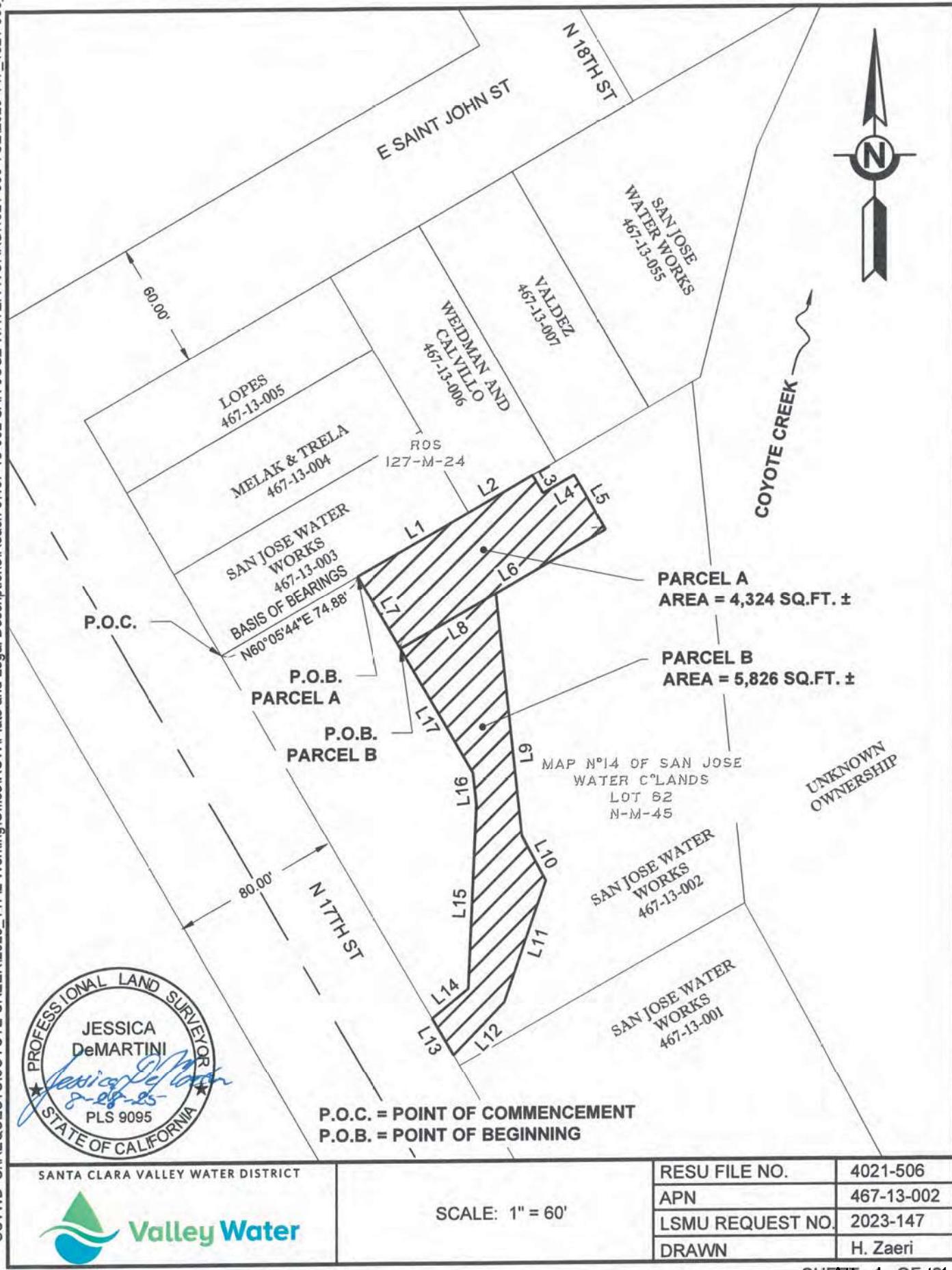
SANTA CLARA VALLEY WATER DISTRICT

COYOTE CREEK FLOOD  
PROTECTION  
PROJECT

RESU FILE NO.	4021-506
APN	467-13-002
LSMU REQUEST NO.	2023-147
DRAWN	H Zaeri

Attachment 1  
Page 22 of 74

SAN JOSE WATER WORKS



SAN JOSE WATER WORKS



Line Table		
Line #	Bearings	Distance
L1	N60°05'44"E	60.06'
L2	N60°02'12"E	35.40'
L3	S29°57'43"E	9.94'
L4	N60°01'10"E	17.06'
L5	S29°53'35"E	30.02'
L6	S60°04'43"W	60.46'
L7	N29°54'16"W	39.94'
L8	N60°04'43"E	52.06'
L9	S06°05'23"E	116.01'
L10	S27°51'40"E	24.32'
L11	S19°05'26"W	60.78'
L12	S44°00'49"W	34.72'
L13	N29°54'16"W	20.11'
L14	N50°30'56"E	22.07'
L15	N02°34'00"E	87.55'
L16	N06°04'40"W	15.14'
L17	N29°54'16"W	68.43'



SANTA CLARA VALLEY WATER DISTRICT  Valley Water	SCALE: N/A	RESU FILE NO. 4021-506
		APN 467-13-002
		LSMU REQUEST NO. 2023-147
		DRAWN H. Zaeri

**Santa Clara Valley Water District**  
San Jose, California

**PROJECT: COYOTE CREEK FLOOD  
PROTECTION PROJECT (CCFPP)**

**RESU File No.: 4021-521**  
**By: H. Zaeri**

An easement over that certain real property situate in the City of San Jose, County of Santa Clara, State of California, being a portion of the lands as described in that certain Deed recorded as Document Number 1841717, filed on July 5, 1960, in the Office of the Recorder, County of Santa Clara, State of California, more particularly described as follows:

**Temporary Construction Easement (T.C.E.)**

**COMMENCING** at the most southwesterly corner of the lands shown as "ASSMT. OF LOT NO 224" on that certain Record of Survey, filed for record on November 7, 1960, in Book 127 of Maps at Page 24, in the Office of the Recorder, County of Santa Clara, State of California;

Thence along the southerly line of said lands, N60°05'44"E, 74.88 feet, to the **POINT OF BEGINNING**;

Thence leaving said southerly line the following three (3) courses:

- 1) N29°55'17"W, 32.30 feet;
- 2) N60°33'40"E, 34.98 feet;
- 3) S29°58'01"E, 32.01 feet to a point on said southerly line;

Thence continuing along said southerly line, S60°05'44"W, 35.00 feet to the **POINT OF BEGINNING**.

Containing 1,125 square feet of land, more or less.

**BASIS OF BEARINGS:**

The bearing of N60°05'44"E, shown as N59°20'E along the southerly line of lands shown as "ASSMT. LOT NO 224" on that certain Record of Survey, filed for record on November 7, 1960, in Book 127 of Maps at Page 24, in the Office of the Recorder, County of Santa Clara, State of California, was used as Basis of Bearings shown hereon.

**SURVEYOR'S STATEMENT:**

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

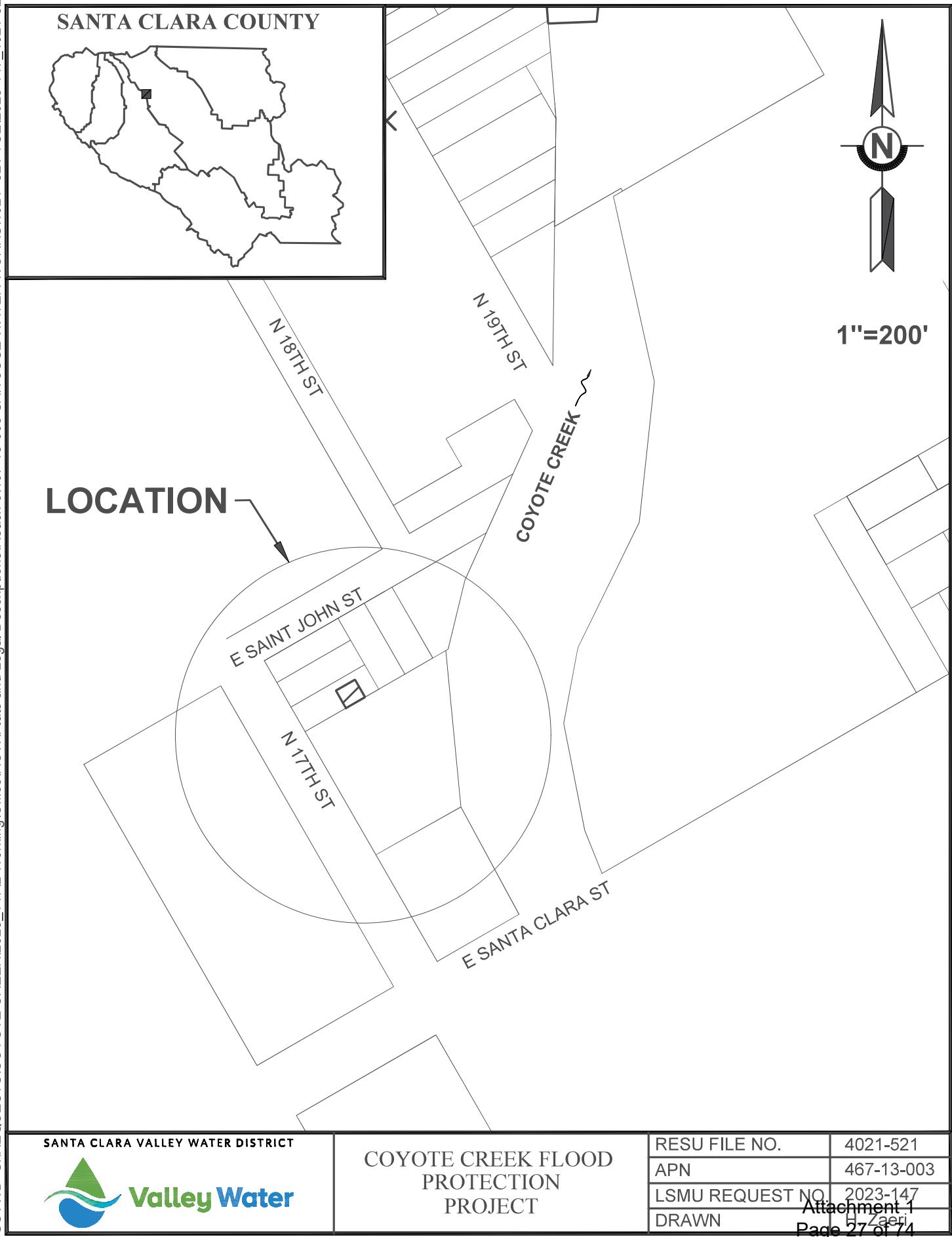


Jessica DeMartini

Jessica DeMartini, PLS 9095

8/28/25  
Date





SAN JOSE WATER WORKS

## Line Table

Line #	Bearings	Distance
L1	N60°05'44"E	74.88'
L2	N29°55'17"W	32.30'
L3	N60°33'40"E	34.98'
L4	S29°58'01"E	32.01'
L5	S60°05'44"W	35.00'

15' HLL81



E SAINT JOHN ST

SAN JOSE WATER  
WORKS  
DOC. 1841717  
467-13-003MELAK & TREL  
467-13-004WEIDMAN AND  
CALVILLO  
467-13-006

COYOTE CREEK

T.C.E  
AREA = 1,125 SQ.FT. ±

P.O.B.

P.O.C.

ROS 127-M-24  
ASS'MT LOT  
NO 224BASIS OF BEARINGS  
L1  
L3  
L4  
L5SAN JOSE WATER  
WORKS  
467-13-002MAP N°14 OF SAN JOSE  
WATER C° LANDS  
LOT 62  
N-M-45

P.O.C. = POINT OF COMMENCEMENT  
 P.O.B. = POINT OF BEGINNING  
 T.C.E. = TEMPORARY CONSTRUCTION EASEMENT

SANTA CLARA VALLEY WATER DISTRICT



SCALE: 1" = 60'

RESU FILE NO.	4021-521
APN	467-13-003
LSMU REQUEST NO.	2023-147
DRAWN	H. Zaeri

SHEET 11 OF 11 Attachment 11

**Santa Clara Valley Water District**  
San Jose, Ca 95118

PROJECT: COYOTE CREEK FLOOD  
PROTECTION PROJECT (CCFPP)

RESU FILE NO.: 4021-458  
BY: A. Ruiz

An easement over that certain real property situate in the City of San Jose, County of Santa Clara, State of California, being a portion of the lands as described in that certain Deed recorded as Document Number 0477010 filed on August 29, 1947, in the Office of the Recorder, County of Santa Clara, State of California, more particularly described as follows:

**Temporary Construction Easement (T.C.E.)**

**Beginning** at a 3/4" iron pipe, located at the most northwesterly corner of the lands shown as "ASSESSMENT LOT NO. 261" on that certain Record of Survey filed in Book 268 of Maps at Page 8, on May 14, 1970, said northwesterly corner also being the most southwesterly corner of the lands as described in that certain Deed recorded as Document Number 0477010, filed on August 29, 1947, both in the Office of the Recorder, Santa Clara County, State of California;

Thence along the westerly line of the lands as described in said Deed, N29°53'44"W, 126.41 feet,

Thence leaving said westerly line of said lands, N60°06'28"E, 151.28 feet to a point on the general easterly line of said lands,

Thence along said general easterly line of said lands, S35°44'38"E, 127.07 feet to a point on the southerly line of said lands,

Thence along said southerly line, S60°06'28"E, 164.23 feet, to the **POINT OF BEGINNING**.

Containing 19,942 square feet of land, more or less.

**BASIS OF BEARINGS:**

The bearing of S60°06'28"E, shown as N59°20'00"E along the southerly line of the lands of Assessment Lot 261 on that certain Record of Survey No. 208 filed in Book 268 of Maps at Page 8, on May 14, 1970, in the Office of the Recorder, Santa Clara County, State of California, was used as Basis of Bearings shown hereon.

**SURVEYOR'S STATEMENT:**

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

*Jessica DeMartini*  
Jessica DeMartini, PLS 9095

Jessica DeMartini, PLS 9095

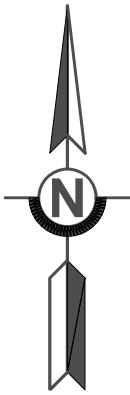
10/17/24  
Date

Date \_\_\_\_\_



SAN JOSE WATER WORKS

## SANTA CLARA COUNTY



1"=200'



SANTA CLARA VALLEY WATER DISTRICT

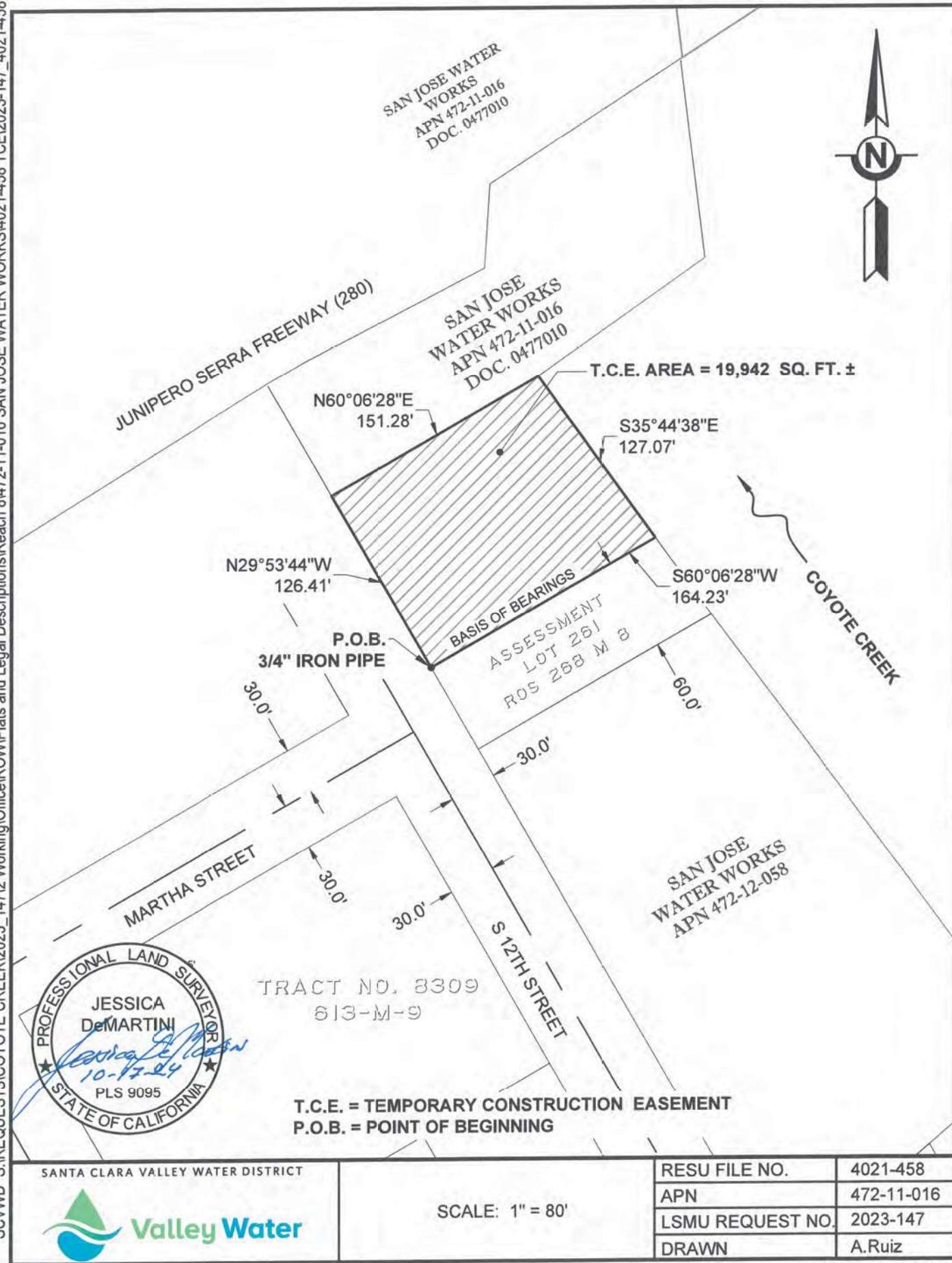
COYOTE CREEK FLOOD  
PROTECTION  
PROJECT

RESU FILE NO.	4021-458
APN	472-11-016
LSMU REQUEST NO.	2023-147
DRAWN	A. Ruiz

Attachment 1

Page 31 of 74

SAN JOSE WATER WORKS



**Santa Clara Valley Water District**  
San Jose, California

PROJECT: COYOTE CREEK FLOOD  
PROTECTION PROJECT (CCFPP)

RESU File No.: 4021-464  
By: A. Ruiz

An easement over all that certain real property situate in the City of San Jose, County of Santa Clara, State of California, being all of the lands as described in that certain Grant Deed, recorded on August 4, 1955, in Document Number 1115930 of official records, in the Office of the Recorder, County of Santa Clara, State of California, more particularly described as follows:

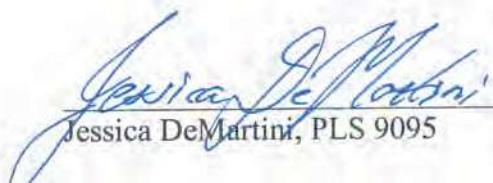
**Temporary Construction Easement (T.C.E.)**

All of the lands described in that certain Deed, recorded as Document Number 1115930, filed on August 4, 1955, in the Office of the Recorder, County of Santa Clara, State of California

Containing 70,211 square feet (1.61 acres) of land, more or less.

**SURVEYOR'S STATEMENT:**

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

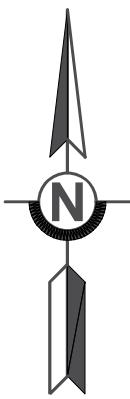
  
\_\_\_\_\_  
Jessica DeMartini, PLS 9095

10/17/24  
Date



SAN JOSE WATER WORKS

## SANTA CLARA COUNTY



1"=200'



SANTA CLARA VALLEY WATER DISTRICT



Valley Water

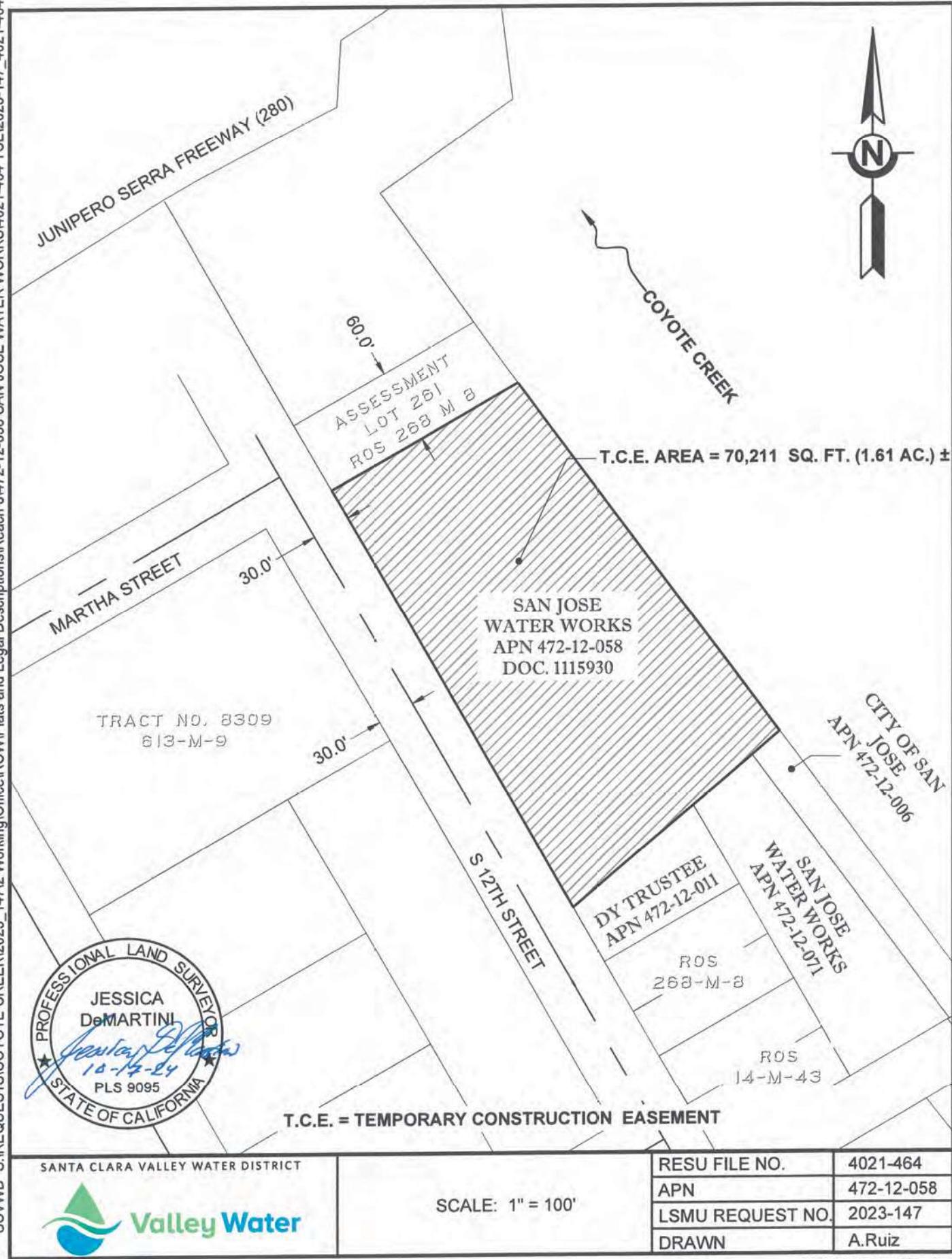
COYOTE CREEK FLOOD  
PROTECTION  
PROJECT

RESU FILE NO.	4021-464
APN	472-12-058
LSMU REQUEST NO.	2023-147
DRAWN	A. Ruiz

Attachment 1

Page 34 of 74

SAN JOSE WATER WORKS



**Santa Clara Valley Water District**  
San Jose, California

PROJECT: COYOTE CREEK FLOOD  
PROTECTION PROJECT (CCFPP)

RESU File No.: 4021-465  
By: A. Ruiz

An easement over all that certain real property situate in the City of San Jose, County of Santa Clara, State of California, being all of the lands as described in that certain Grant Deed, recorded on May 22, 1969, in Document Number 3736032 of official records, in the Office of the Recorder, County of Santa Clara, State of California, more particularly described as follows:

**Temporary Construction Easement (T.C.E.)**

All of the lands described in that certain Deed, recorded as Document Number 3736032, filed on May 22, 1969, in the Office of the Recorder, County of Santa Clara, State of California

Containing 19,517 square feet of land, more or less.

**SURVEYOR'S STATEMENT:**

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

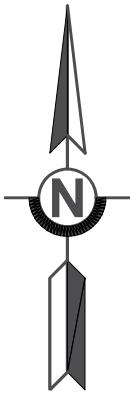
  
\_\_\_\_\_  
Jessica DeMartini, PLS 9095

10/17/24  
Date



SAN JOSE WATER WORKS

## SANTA CLARA COUNTY



1"=200'



SANTA CLARA VALLEY WATER DISTRICT

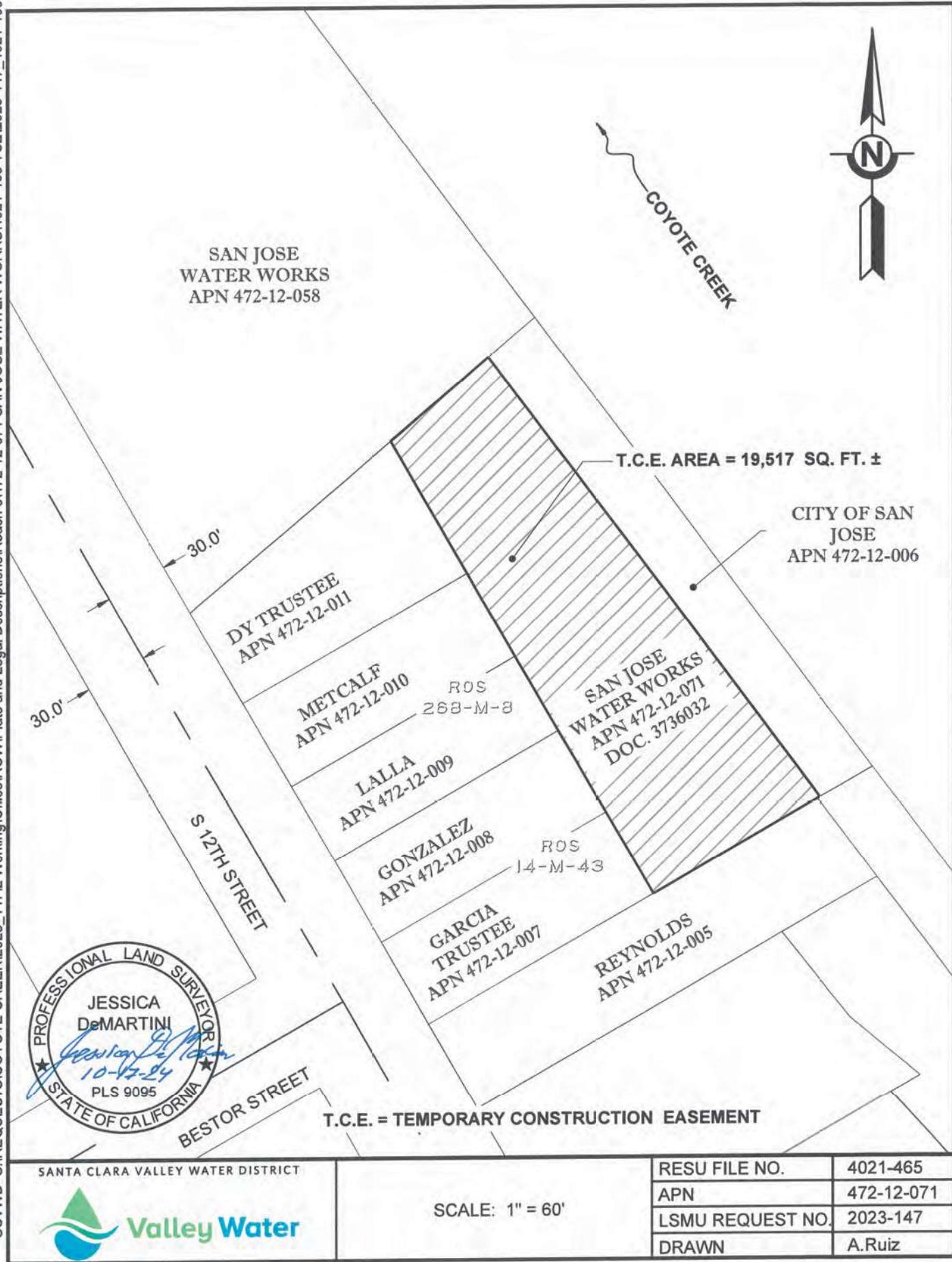
COYOTE CREEK FLOOD  
PROTECTION  
PROJECT

RESU FILE NO.	4021-465
APN	472-12-071
LSMU REQUEST NO.	2023-147
DRAWN	A. Ruiz

Attachment 1

Page 37 of 74

## SAN JOSE WATER WORKS



SHEET 1 OF 1

Attachment 1  
Page 38 of 74

**Santa Clara Valley Water District**  
San Jose, Ca 95118

PROJECT: COYOTE CREEK FLOOD  
PROTECTION PROJECT (CCFPP)

RESU FILE NO.: 4021-472  
BY: A. Ruiz

An easement over that certain real property situate in the City of San Jose, County of Santa Clara, State of California, being a portion of the lands as described in that certain Deed recorded as Document Number 1810064 filed on April 18, 1960, in the Office of the Recorder, County of Santa Clara, State of California, more particularly described as follows:

**Temporary Construction Easement (T.C.E.)**

**COMMENCING** at an iron pipe, located on the most northerly corner of the lands designated as "5.4207 ACRES" on that certain Record of Survey filed in Book 119 of Maps at Page 39, on April 27, 1960, in the Office of the Recorder, Santa Clara County, State of California;

Thence along the general northerly line of said lands, the following two (2) courses:

- 1) S56°39'49"W, 233.10 feet;
- 2) S85°21'27"W, 29.00 feet;

Thence leaving said general northerly line of said lands, S51°19'05"W, 19.68 feet, to the **POINT OF BEGINNING**;

Thence along the following five (5) courses:

- 1) S51°19'05"W, 285.32 feet;
- 2) S30°42'29"W, 63.19 feet;
- 3) N14°52'46"W, 75.77 feet;
- 4) N47°29'30"E, 221.80 feet;
- 5) N85°04'33"E, 111.36 feet, to the **POINT OF BEGINNING**.

Containing 15,959 square feet of land, more or less.

**BASIS OF BEARINGS:**

The bearing of S56°39'49"W, shown as N55°04'50"E along the northwesterly line of the lands designated as "5.4207 ACRES" on that certain Record of Survey filed in Book 119 of Maps at Page 39, on April 27, 1960, in the Office of the Recorder, Santa Clara County, State of California, was used as Basis of Bearings shown hereon.

**SURVEYOR'S STATEMENT:**

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

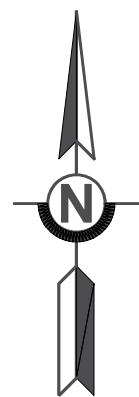
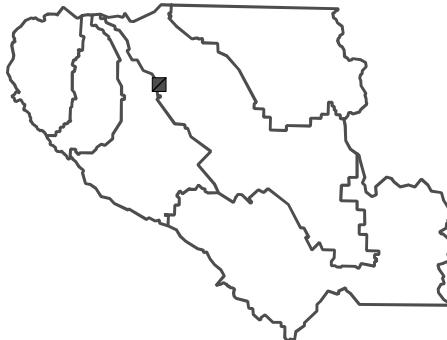
Jessica DeMartini, PLS 9095

10/21/24  
Date

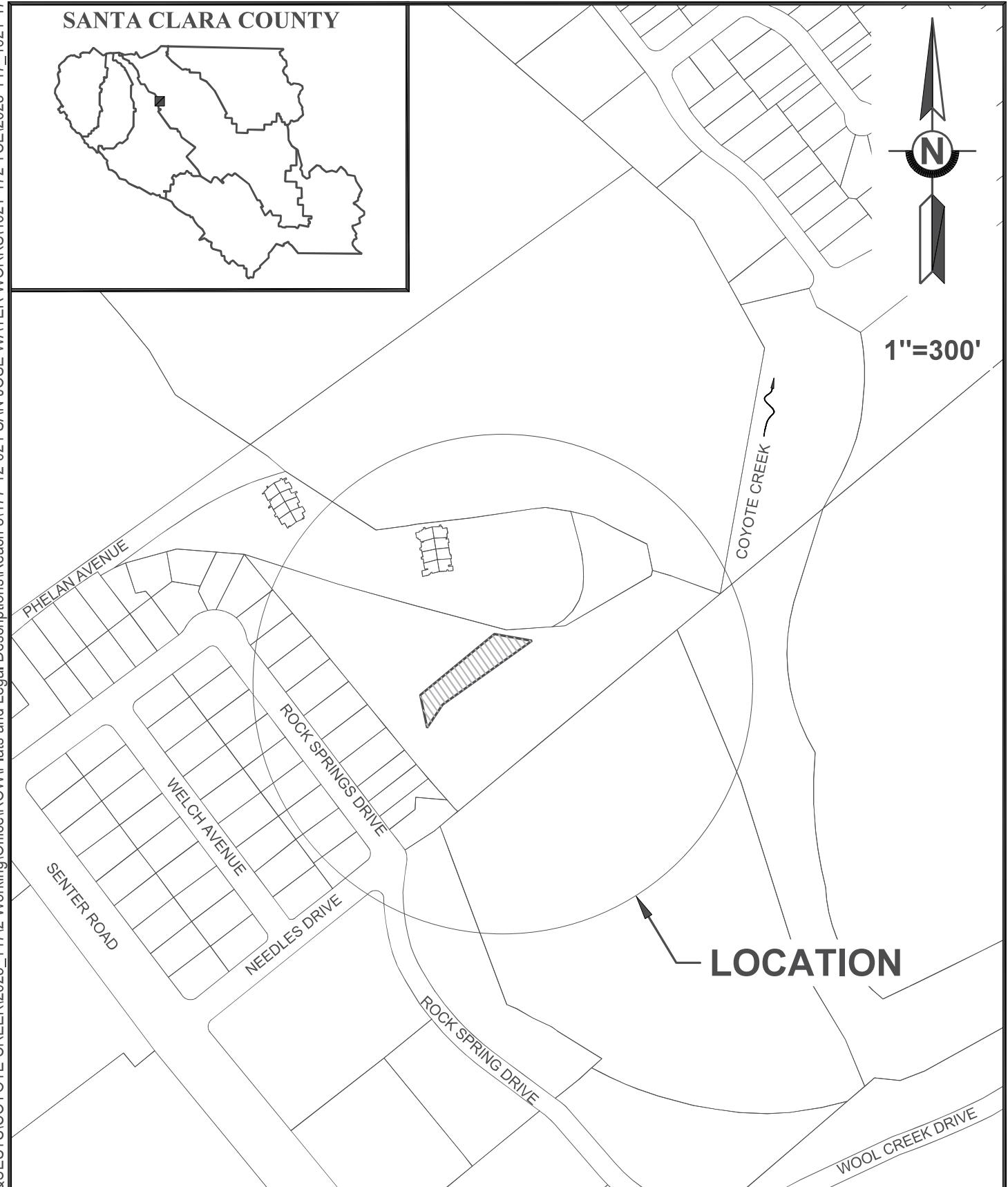


SAN JOSE WATER WORKS

## SANTA CLARA COUNTY



1"=300'



SANTA CLARA VALLEY WATER DISTRICT

COYOTE CREEK FLOOD  
PROTECTION  
PROJECT

RESU FILE NO.	4021-472
APN	472-12-024
LSMU REQUEST NO.	2023-147
DRAWN	Attachment 1



**Santa Clara Valley Water District**  
San Jose, Ca 95118

PROJECT: COYOTE CREEK FLOOD  
PROTECTION PROJECT (CCFPP)

RESU FILE NO.: 4021-473  
BY: A. Ruiz

An easement over that certain real property situate in the City of San Jose, County of Santa Clara, State of California, being a portion of the lands as described in that certain Deed recorded as Document Number 1743209 filed on December 22, 1959, in the Office of the Recorder, County of Santa Clara, State of California, more particularly described as follows:

**Temporary Construction Easement (T.C.E.)**

**PARCEL A**

**COMMENCING** at an iron pipe, located on the most easterly corner of the lands designated as "3.130 ACRES" on that certain Record of Survey filed in Book 115 of Maps at Page 9, on December 22, 1959, in the Office of the Recorder, Santa Clara County, State of California;

Thence along the northeasterly line of said lands, N29°17'48"W, 133.76 feet, to the **POINT OF BEGINNING**;

Thence leaving said northeasterly line, the following twenty-three (23) courses:

- 1) S59°08'35"W 57.34 feet;
- 2) N36°42'49"W 20.05 feet;
- 3) S61°47'23"W 107.96 feet;
- 4) S25°45'55"E 71.43 feet;
- 5) S33°28'09"E 48.39 feet;
- 6) S35°28'36"E 18.31 feet;
- 7) S52°30'45"W 17.44 feet;
- 8) N35°39'53"W 29.92 feet;
- 9) N30°44'23"W 38.25 feet;
- 10) N27°29'33"W 72.66 feet;
- 11) N88°59'48"W 43.13 feet;
- 12) S01°01'22"E 190.49 feet;
- 13) S37°36'32"E 13.09 feet;
- 14) S52°30'45"W 16.53 feet;
- 15) N32°46'07"W 9.00 feet;
- 16) S89°52'00"W 15.21 feet;
- 17) N29°39'09"W 15.97 feet;
- 18) N01°11'26"W 189.48 feet, to the beginning of a curve concave southeasterly and having a radius of 29.33 feet;
- 19) Thence northerly along said curve thru a central angle of 34°23'42", an arc distance of

17.61 feet;

- 20) N33°12'16"E 44.86 feet, to the beginning of a curve concave southeasterly and having a radius of 194.33 feet;
- 21) Thence northeasterly along said curve thru a central angle of 09°59'02", an arc distance of 33.86 feet;
- 22) N43°11'18"E 166.79 feet;
- 23) N40°59'42"E 10.83 feet, to a point on said northeasterly line of said lands;

Thence along said northeasterly line, S29°17'48"E, 158.62 feet to the **POINT OF BEGINNING**  
Containing 33,528 square feet (0.77 acres) of land, more or less.

**BASIS OF BEARINGS:**

The bearing of N29°17'48"W, shown as N29°49'W along the northeasterly line of the lands designated as "3.130 ACRES" on that certain Record of Survey filed in Book 115 of Maps at Page 9, on December 22, 1959, in the Office of the Recorder, Santa Clara County, State of California, was used as Basis of Bearings shown hereon.

**PARCEL B**

**COMMENCING** at an iron pipe, located on the most easterly corner of the lands designated as "3.130 ACRES" on that certain Record of Survey filed in Book 115 of Maps at Page 9, on December 22, 1959, in the Office of the Recorder, Santa Clara County, State of California;

Thence along the northeasterly line of said lands, N29°17'48"W, 306.15 feet, to the **POINT OF BEGINNING**;

Thence leaving said northeasterly line, the following nineteen (19) courses:

- 1) S40°59'42"W 15.22 feet;
- 2) S43°11'18"W 166.54 feet, to the beginning of a curve concave southeasterly and having a radius of 134.79 feet;
- 3) Thence southwesterly along said curve thru a central angle of 15°22'54", an arc distance of 33.19 feet;
- 4) S33°12'16"W 44.86 feet, to the beginning of a curve concave southeasterly and having a radius of 42.30 feet;
- 5) Thence southerly along said curve thru a central angle of 34°23'42", an arc distance of 25.39 feet;
- 6) S01°11'26"E 195.02 feet;
- 7) S25°59'56"W 37.85 feet;
- 8) S37°36'32"E 20.34 feet;
- 9) S52°30'45"W 9.28 feet;
- 10) N37°36'32"W 13.29 feet;
- 11) N01°01'22"W 261.52 feet;
- 12) N35°47'57"W 76.51 feet;
- 13) N39°43'27"W 55.32 feet;

14) N41°09'30"E 159.48 feet, to a point on said northeasterly line of said lands;  
Thence along said northeasterly line, S29°17'48"E, 26.45 feet to the **POINT OF BEGINNING**  
Containing 10,865 square feet of land, more or less.

**BASIS OF BEARINGS:**

The bearing of N29°17'48"W, shown as N29°49'W along the northeasterly line of the lands designated as "3.130 ACRES" on that certain Record of Survey filed in Book 115 of Maps at Page 9, on December 22, 1959, in the Office of the Recorder, Santa Clara County, State of California, was used as Basis of Bearings shown hereon.

**SURVEYOR'S STATEMENT:**

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

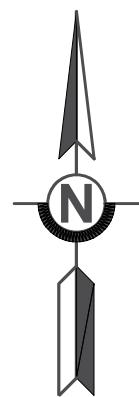
  
Jessica DeMartini, PLS 9095

  
Date



SAN JOSE WATER WORKS

## SANTA CLARA COUNTY



1"=300'



SANTA CLARA VALLEY WATER DISTRICT

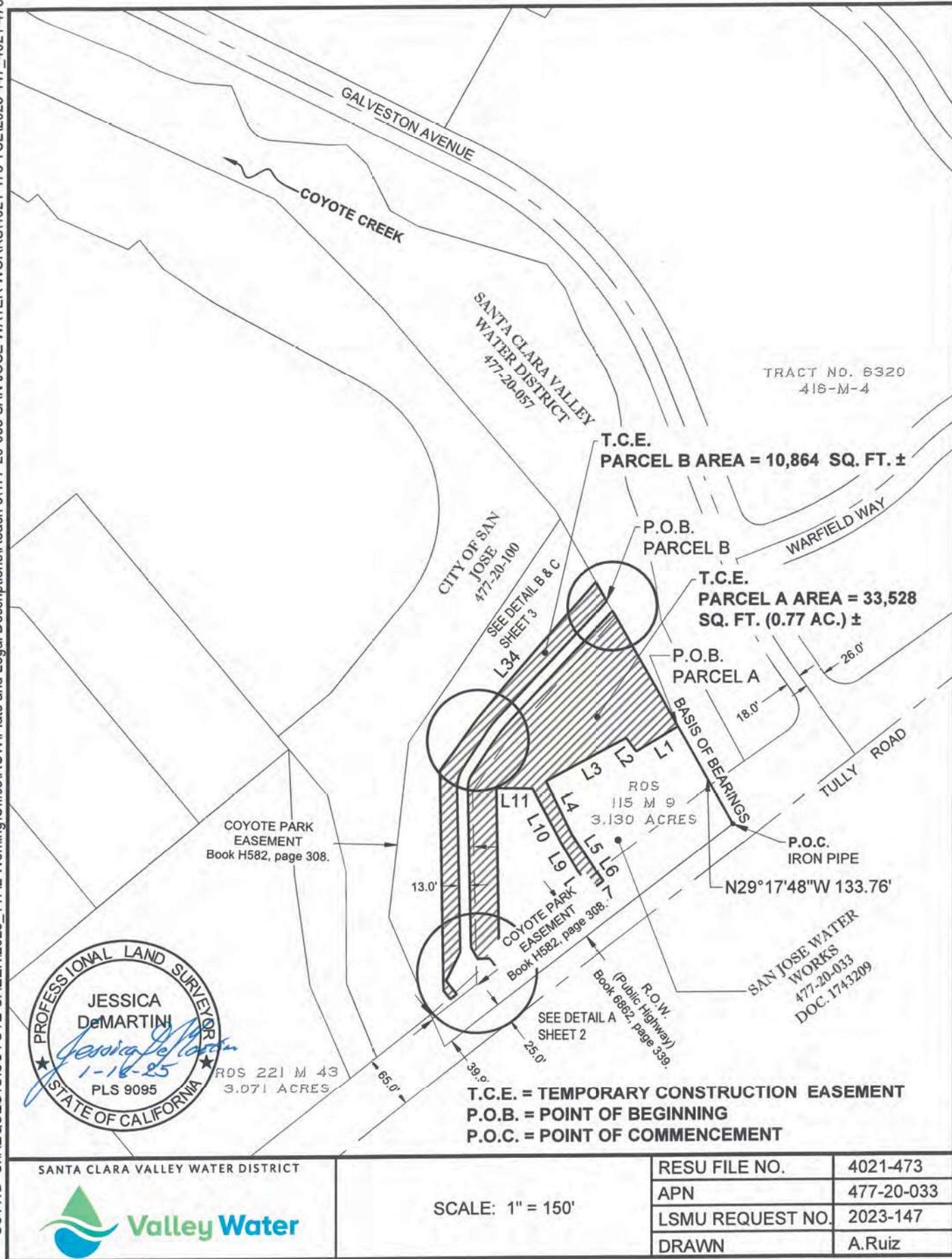


COYOTE CREEK FLOOD  
PROTECTION  
PROJECT

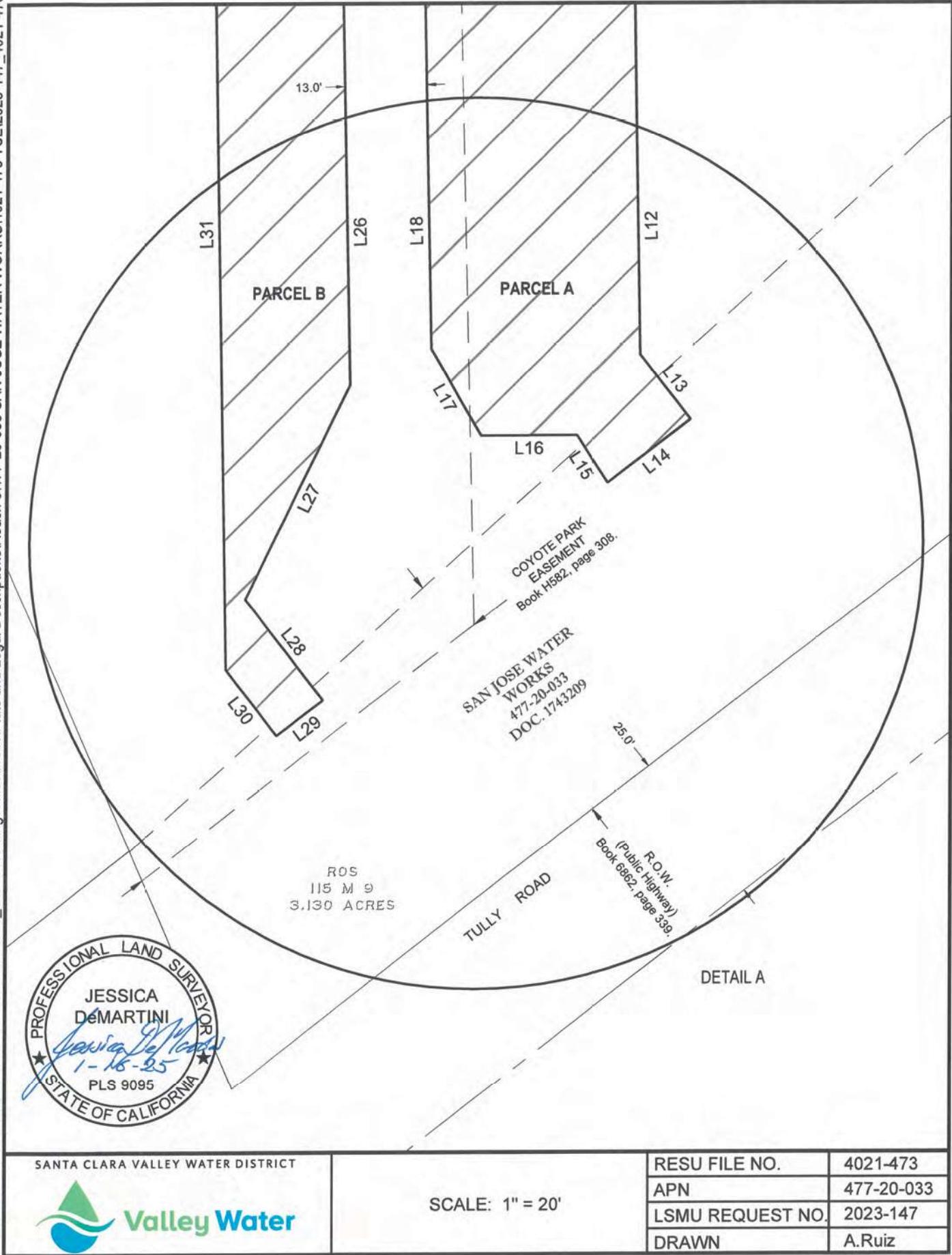
RESU FILE NO.	4021-473
APN	472-20-033
LSMU REQUEST NO.	2023-147
DRAWN	Attachment 1

SAN JOSE WATER WORKS

SCWWD S:\\REQUESTS\\COYOTE CREEK\\2023\_14712 Working\\Office\\ROWPlats and Legal Descriptions\\Reach 81477-20-033 SAN JOSE WATER WORKS\\4021-473 TCE\\2023-147 4021473 TCE.dwg



SCVWD S:REQUESTS\COYOTE CREEK\2023\_14712 Working\Office\ROWPlats and Legal Descriptions\Reach 81477-20-033 SAN JOSE WATER WORKS\4021-473 TCE\2023-147\_4021-473 TCE.dwg



SANTA CLARA VALLEY WATER DISTRICT



## Valley Water

SCALE: 1" = 20'

RESU FILE NO.	4021-473
APN	477-20-033
LSMU REQUEST NO.	2023-147
DRAWN	A.Ruiz

ROS  
115 M 9  
3,130 ACRES

COYOTE PARK  
EASEMENT  
Book H582, page 308.

CITY OF SAN JOSE  
477-20-100

### DETAIL C

P.O.B.  
PARCEL B

**DETAIL B**

32

1

三

133

PARCEL B

**PARCEL A**

A diagram showing two lines, L1 and L2, intersecting at a point. Line L1 is oriented upwards and to the right, while Line L2 is oriented downwards and to the right. The angle between them is labeled with a bracket and the number 2.

SAN JOSE WATER  
WORKS  
477-20-033  
DOC. 1743209



SANTA CLARA VALLEY WATER DISTRICT



## Valley Water

P.O.B. = POINT OF BEGINNING

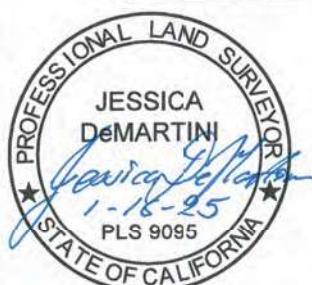
SCALE: 1" = 40'

RESU FILE NO.	4021-473
APN	477-20-033
LSMU REQUEST NO.	2023-147
DRAWN	A.Ruiz

Line Table		
Line #	Bearings	Distance
L1	S59°08'35"W	57.34'
L2	N36°42'49"W	20.05'
L3	S61°47'23"W	107.96'
L4	S25°45'55"E	71.43'
L5	S33°28'09"E	48.39'
L6	S35°28'36"E	18.31'
L7	S52°30'45"W	17.44'
L8	N35°39'53"W	29.92'
L9	N30°44'23"W	38.25'
L10	N27°29'33"W	72.66'
L11	N88°59'48"W	43.13'
L12	S01°01'22"E	190.49'
L13	S37°36'32"E	13.09'
L14	S52°30'45"W	16.53'
L15	N32°46'07"W	9.00'
L16	S89°52'00"W	15.21'
L17	N29°39'09"W	15.97'
L18	N01°11'26"W	189.48'
L19	N33°12'16"E	44.86'
L20	N43°11'18"E	166.79'

Line Table		
Line #	Bearings	Distance
L21	N40°59'42"E	10.83'
L22	S29°17'48"E	158.62'
L23	S40°59'42"W	15.22'
L24	S43°11'18"W	166.54'
L25	S33°12'16"W	44.86'
L26	S01°11'26"E	195.02'
L27	S25°59'56"W	37.85'
L28	S37°36'32"E	20.34'
L29	S52°30'45"W	9.28'
L30	N37°36'32"W	13.29'
L31	N01°01'22"W	261.52'
L32	N35°47'57"E	76.51'
L33	N39°43'27"E	55.32'
L34	N41°09'30"E	159.48'
L35	S29°17'48"E	26.45'

Curve Table			
Curve #	Radius	Delta	Length
C1	29.33'	034°23'42"	17.61'
C2	194.33'	009°59'02"	33.86'
C3	134.79'	015°22'54"	36.19'
C4	42.30'	034°23'42"	25.39'



SANTA CLARA VALLEY WATER DISTRICT



SCALE: N/A

RESU FILE NO.	4021-473
APN	477-20-033
LSMU REQUEST NO.	2023-147
DRAWN	A.Ruiz

## Exhibit 4

### Valley Water Fee Simple Acquisitions Legal Descriptions and Plat Depictions ( 6 pages to follow)

<b>San Jose Water Co. APN</b>	<b>General Location</b>	<b>Valley Water Fee Simple RESU File #</b>	<b>Valley Water Fee Simple Size</b>	<b>Negotiated Purchase Price</b>
467-13-055	17 <sup>th</sup> Street Station	#4021-525	12,214 sf	\$80,000
467-13-056	17 <sup>th</sup> Street Station	#4021-526	17,843 sf	\$120,000

**Santa Clara Valley Water District**  
San Jose, California

PROJECT: COYOTE CREEK FLOOD  
PROTECTION PROJECT (CCFPP)

RESU File No.: 4021-525  
By: H. Zaeri

All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, more particularly described as follows:

Being all of the lands shown as "ASS'M'T LOT NO 247" on that certain Record of Survey, filed for record on February 4, 1964, in Book 172 of Maps at Page 55, and also being all of the lands described in that certain Grant Deed recorded as Document Number 2453778, filed on August 2, 1963, both are in the Office of the Recorder, County of Santa Clara, State of California.

**BASIS OF BEARINGS:**

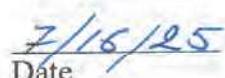
The bearing of S24°15'44"W, shown as S23°30'00"W along the general easterly line of the lands shown as "ASS'M'T LOT NO 247" on that certain Record of Survey, filed for record on February 4, 1964, in Book 172 of Maps at Page 55, in the Office of the Recorder, County of Santa Clara, State of California, was used as Basis of Bearings shown hereon.

Containing 12,214 square feet of land, more or less.

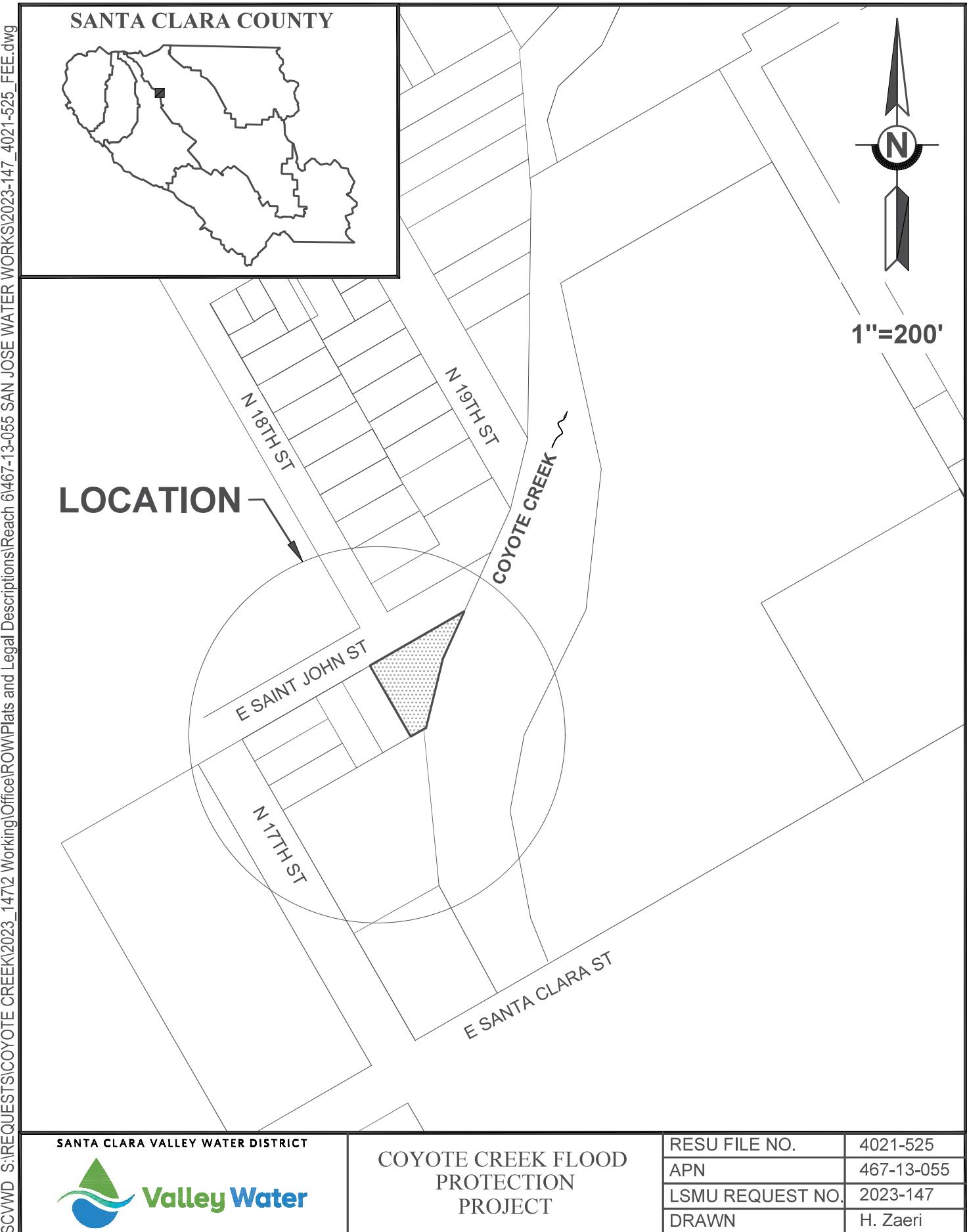
**SURVEYOR'S STATEMENT:**

The description as replicated from said Deed recorded as Document Number 2453778, filed on August 2, 1963, in the Office of the Recorder, County of Santa Clara, State of California, was reviewed and prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.

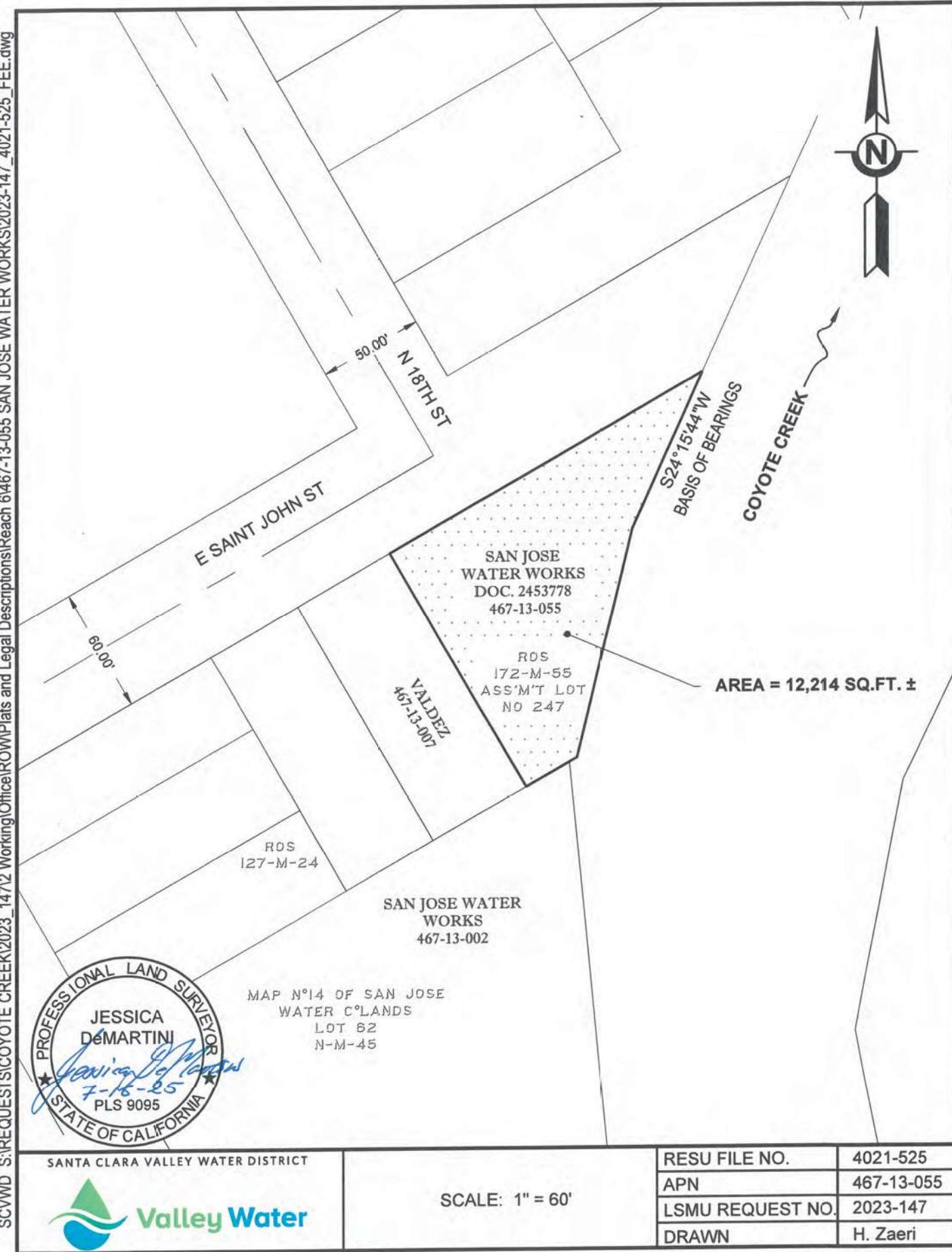
  
Jessica DeMartini, PLS 9095

  
Date





## SAN JOSE WATER WORKS



SHEET 1 OF 1

**Santa Clara Valley Water District**  
San Jose, California

PROJECT: COYOTE CREEK FLOOD  
PROTECTION PROJECT (CCFPP)

RESU File No.: 4021-526  
By: H. Zaeri

All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, more particularly described as follows:

Being all of the lands shown as "ASS'M'T LOT NO 248" on that certain Record of Survey, filed for record on February 4, 1964, in Book 172 of Maps at Page 55, and also being all of the lands described in that certain Grant Deed recorded as Document Number 2453780, filed on August 2, 1963, both are in the Office of the Recorder, County of Santa Clara, State of California.

**BASIS OF BEARINGS:**

The bearing of N60°04'14"E, shown as N59°18'30"E along the southerly line of the lands shown as "ASS'M'T LOT NO 248" on that certain Record of Survey, filed for record on February 4, 1964, in Book 172 of Maps at Page 55, in the Office of the Recorder, County of Santa Clara, State of California, was used as Basis of Bearings shown hereon.

Containing 17,843 square feet of land, more or less.

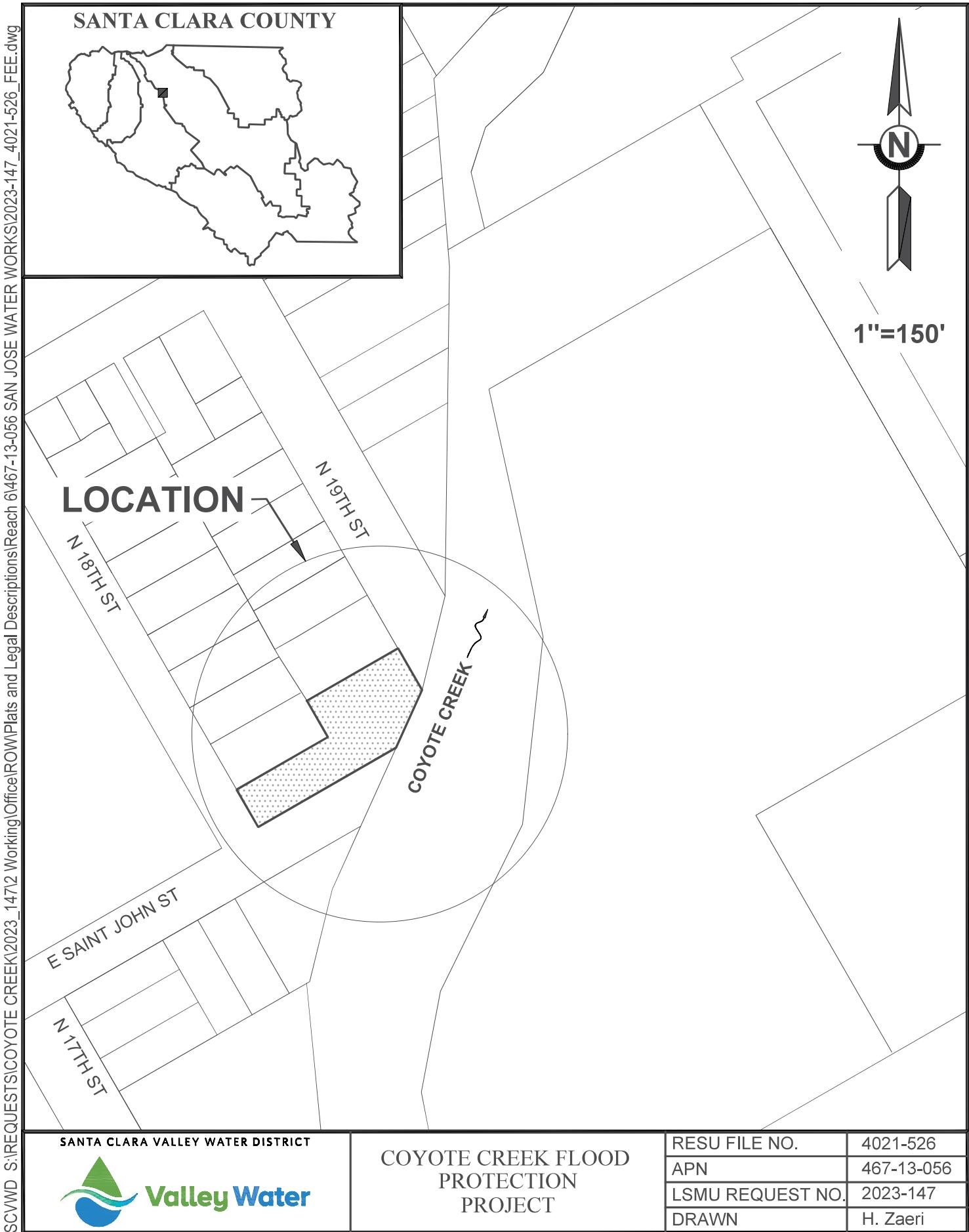
**SURVEYOR'S STATEMENT:**

The description as replicated from said Deed recorded as Document Number 2453780, filed on August 2, 1963, in the Office of the Recorder, County of Santa Clara, State of California, was reviewed and prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.



*Jessica DeMartini*  
Jessica DeMartini, PLS 9095

*7/16/25*  
Date



## SAN JOSE WATER WORKS



SHEET 1 OF 1

## EXHIBIT 5

(6 pages total)

RECORD WITHOUT FEE UNDER  
CALIFORNIA GOVERNMENT CODE  
SECTION 6103

AFTER RECORDING RETURN TO:  
REAL ESTATE SERVICES UNIT  
SANTA CLARA VALLEY WATER  
DISTRICT  
5750 ALMADEN EXPRESSWAY  
SAN JOSE, CALIFORNIA 95118

SPACE ABOVE THIS LINE FOR RECORDER'S USE

---

APN: 477-20-033 (portion of)

DOCUMENT NO.: 4021-367

## WATER MANAGEMENT EASEMENT DEED

SAN JOSE WATER COMPANY, formerly known as San Jose Water Works, a California corporation, hereinafter "Grantor," does hereby grant, convey and dedicate to the SANTA CLARA VALLEY WATER DISTRICT, a Special District created by the California Legislature, hereinafter "Grantee," an easement for water management and/or storm water drainage purposes in, upon, over, and across that certain real property in the City of San Jose, County of Santa Clara, State of California, described in Exhibit A attached hereto and made a part hereof by this reference (collectively, the "Easement").

---

**DOCUMENT NO.: 4021-367**

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Said easement area shall be kept clear of any type of building, fences, structure, pavement, or trees unless prior written approval is obtained from Grantee.

The Easement shall include the right to construct, reconstruct, inspect, maintain, and repair a channel, protection works, 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 said area for the purpose granted. It also shall include the right to enter upon said land with vehicles, tools, implements, and other materials, take there from and use earth, rock, sand, and gravel for construction, maintenance, and repair of said channel, protections work, and appurtenant structures by Grantee, its officers, agents, and employees, and by persons under contract with Grantee and their employees whenever and wherever necessary for flood control or storm drainage purposes.

The Easement shall also include the non-exclusive right of ingress from and egress to public streets to the easement area described in Exhibit A, over and across the property of the Grantor by such route or routes as shall occasion the least practicable damage to the property and inconvenience to Grantor for the purposes of routine inspection and maintenance of the improvements within the easement area. Grantee shall provide reasonable advance notification of its intent to enter Grantor's property.

Grantee shall be responsible for any damages proximately caused by Grantee's use of the Easement, and Grantee will, at its option, either repair or pay for such damage.

The provisions of this Easement shall inure to the benefit of, and bind, the successors and assigns, heirs, and devisees of the respective parties.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

GRANTOR:

SAN JOSE WATER COMPANY,  
a California Corporation

---

Jacob Walsh  
Vice President of Engineering

---

Curtis A. Rayer  
Vice President of Operations

DOCUMENT NO.: 4021-367

## ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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

STATE OF CALIFORNIA }  
COUNTY OF SANTA CLARA } SS

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me \_\_\_\_\_,

Notary Public, personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said County and State

## CAPACITY CLAIMED BY SIGNER

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

<input type="checkbox"/> Individual	<input type="checkbox"/> Trustee(s)
<input type="checkbox"/> Corporate Officer(s): _____	<input type="checkbox"/> Guardian/Conservator
<input type="checkbox"/> Partner(s) <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Attorney-In-Fact _____	

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

---

DOCUMENT NO.: 4021-367

## ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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

STATE OF CALIFORNIA }  
COUNTY OF SANTA CLARA } SS

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me \_\_\_\_\_,

Notary Public, personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

---

Notary Public in and for said County and State

## CAPACITY CLAIMED BY SIGNER

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

<input type="checkbox"/> Individual	<input type="checkbox"/> Trustee(s)
<input type="checkbox"/> Corporate Officer(s): _____	<input type="checkbox"/> Guardian/Conservator
<input type="checkbox"/> Partner(s) <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Attorney-In-Fact _____	

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

---

---

**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)

Exhibit "A"

Legal Description and Plat of Easement

(to be attached)

## EXHIBIT 6

(6 pages total)

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

**AFTER RECORDING RETURN TO:  
REAL ESTATE SERVICES UNIT  
SANTA CLARA VALLEY WATER  
DISTRICT  
5750 ALMADEN EXPRESSWAY  
SAN JOSE, CALIFORNIA 95118**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

---

**APN: 000-00-000 (portion of)**

**DOCUMENT NO.: 4021-000**

### **TEMPORARY CONSTRUCTION EASEMENT**

SAN JOSE WATER COMPANY, formerly known as San Jose Water Works, a California corporation, hereinafter referred to as "Grantor," grants to the SANTA CLARA VALLEY WATER DISTRICT, a Special District created by the California Legislature, hereinafter referred to as "Grantee," a temporary construction easement over, upon and across a portion of that real property in the City of San Jose, County of Santa Clara, State of California, described as:

See Exhibit "A" attached hereto and made a part hereof ("Easement Area").

This temporary construction easement ("Easement") is granted under the express conditions listed below:

1. Grantor represents and warrants that she/he is the owner of the property described in Easement Area and that Grantor has the exclusive right to convey the Easement to the Grantee.
2. This Easement is necessary for the purpose of constructing the Coyote Creek Flood Protection Project and related activities incident to construction. This Easement shall not be revoked and shall continue in full force and effect beginning on July 1, 2026 until December 31, 2029, at which time the Easement shall terminate.
3. Grantor and Grantee acknowledge that the duration of the construction activity authorized herein within the Easement Area will likely be shorter than the term described in Section 2. Grantee agrees to notify Grantor in writing at least 1 week prior to exercising the rights granted herein to enter the Easement Area. The written notification to the Grantor shall include an estimate of the expected duration of the Grantee's contractors and/or subcontractors use of the Easement Area.
4. Grantee agrees to use all reasonable efforts to keep any roadway covered by the Easement open to vehicular traffic and to not interfere with residential occupants,

**DOCUMENT NO.: 4021-000**

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Grantor's utility operations, or construction activity of Grantor on site. Grantee will keep the Easement Area clean and remove all debris related to its construction.

5. Grantee agrees to indemnify, defend, and hold harmless Grantor from and against any and all claims, damages, liabilities, obligations, demands, actions, causes of action, costs or any expenses whatsoever, including without limitation attorney's fees, costs, or any other legal expenses that Grantor may reasonably incur, arising from or caused, directly or indirectly by the entry onto the property by Grantee or its agent's, employees, invitees, contractors and subcontractors.
6. The provisions of this Easement shall inure to the benefit of, and bind, the successors and assigns, heirs, and devisees of the respective parties.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**GRANTOR:**

SAN JOSE WATER COMPANY,  
a California Corporation

---

Jacob Walsh  
Vice President of Engineering

---

Curtis A. Rayer  
Vice President of Operations

---

**DOCUMENT NO.: 4021-000**

---

**ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE §1189

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

STATE OF CALIFORNIA }  
COUNTY OF SANTA CLARA } SS

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me \_\_\_\_\_,

Notary Public, personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

---

Notary Public in and for said County and State

**CAPACITY CLAIMED BY SIGNER**

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

<input type="checkbox"/> Individual	<input type="checkbox"/> Trustee(s)
<input type="checkbox"/> Corporate Officer(s): _____	<input type="checkbox"/> Guardian/Conservator
<input type="checkbox"/> Partner(s) <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Attorney-In-Fact _____	

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

---

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---

**DOCUMENT NO.: 4021-000**

---

**ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE §1189

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STATE OF CALIFORNIA }  
COUNTY OF SANTA CLARA } SS

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me \_\_\_\_\_,

Notary Public, personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

---

Notary Public in and for said County and State

**CAPACITY CLAIMED BY SIGNER**

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<input type="checkbox"/> Corporate Officer(s): _____	<input type="checkbox"/> Guardian/Conservator
<input type="checkbox"/> Partner(s) <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Attorney-In-Fact _____	

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

---

---

**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)

Exhibit "A"

Legal Description and Plat

(to be attached)

## EXHIBIT 7

(5 pages total)

RECORD WITHOUT FEE UNDER  
CALIFORNIA GOVERNMENT CODE  
SECTION 6103

AFTER RECORDING RETURN TO:  
REAL ESTATE SERVICES UNIT  
SANTA CLARA VALLEY WATER  
DISTRICT  
5750 ALMADEN EXPRESSWAY  
SAN JOSE, CALIFORNIA 95118

SPACE ABOVE THIS LINE FOR RECORDER'S USE

---

APN: 467-13-056

DOCUMENT NO.: 4021-526

## QUITCLAIM DEED

SAN JOSE WATER COMPANY, a California Corporation, formerly known as San Jose Water Works, hereinafter "Grantor", does hereby remise, release, and forever quitclaim to SANTA CLARA VALLEY WATER DISTRICT, a Special District created by the California Legislature hereinafter "Grantee", all that certain real property in the City of San Jose, County of Santa Clara, State of California, as described in Exhibit A, attached hereto and made a part hereof by this reference.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

FOR GRANTOR:  
SAN JOSE WATER COMPANY,  
a California Corporation

---

Jacob Walsh  
Vice President of Engineering

---

Curtis A. Rayer  
Vice President of Operations

---

**DOCUMENT NO.: 4021-526**

---

**ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE §1189

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

STATE OF CALIFORNIA }  
COUNTY OF SANTA CLARA } SS

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me \_\_\_\_\_,

Notary Public, personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

---

Notary Public in and for said County and State

**CAPACITY CLAIMED BY SIGNER**

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

<input type="checkbox"/> Individual	<input type="checkbox"/> Trustee(s)
<input type="checkbox"/> Corporate Officer(s): _____	<input type="checkbox"/> Guardian/Conservator
<input type="checkbox"/> Partner(s) <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Attorney-In-Fact _____	

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

---

---

---

---

**DOCUMENT NO.: 4021-526**

---

**ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE §1189

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

STATE OF CALIFORNIA }  
COUNTY OF SANTA CLARA } SS

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me \_\_\_\_\_,

Notary Public, personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

---

Notary Public in and for said County and State

**CAPACITY CLAIMED BY SIGNER**

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

<input type="checkbox"/> Individual	<input type="checkbox"/> Trustee(s)
<input type="checkbox"/> Corporate Officer(s): _____	<input type="checkbox"/> Guardian/Conservator
<input type="checkbox"/> Partner(s) <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Attorney-In-Fact _____	

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

---

---

**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)

Exhibit "A"

Legal Description and Plat

(to be attached)