

Real Estate File No.: **Multiple File Numbers****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:

Jake Walsh

21AAE7C3CE1A4EC

Jacob Walsh
Vice President of Engineering

1265 S. Bascom Ave.
San Jose, CA 95128

Recommended for Approval:

By _____

DocuSigned by:

Ken Anderssohn

8C42910F20A347C...

Ken Anderssohn, Senior Real Estate
Agent

By _____

DocuSigned by:

Carlo Achdjian

5EF30CE587984BD...

Carlo Achdjian, Manager
Real Estate Services Unit

Recommended for Approval:

DocuSigned by:

Scott Hoffman

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 th Street Station	0.26
467-13-056	17 th Street Station	0.40
467-13-002	17 th Street Station	0.78
467-13-003	17 th Street Station	0.14
472-11-016	Martha and 12 th Streets	1.08
472-12-058	Martha and 12 th Streets	1.84
472-12-071	Martha and 12 th 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)

San Jose Water Co. APN	General Location	Valley Water Permanent Easement File #	Valley Water Permanent Easement Size	Appraised Value (11/15/2024)
477-20-033	Tully Road and Galveston Ave.	#4021-367	7,717 sf	\$20,200
467-13-002	17 th 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) $N43^{\circ}11'18''E$ 166.54 feet;
- 18) $N40^{\circ}59'42''E$ 15.22 feet, to a point on said northeasterly line of said lands;

Thence along said northeasterly line, $S29^{\circ}17'48''E$, 13.78 feet to the **POINT OF BEGINNING**

Containing 7,717 square feet of land, more or less.

BASIS OF BEARINGS:

The bearing of $N29^{\circ}17'48''W$, shown as $N29^{\circ}49'W$ 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.

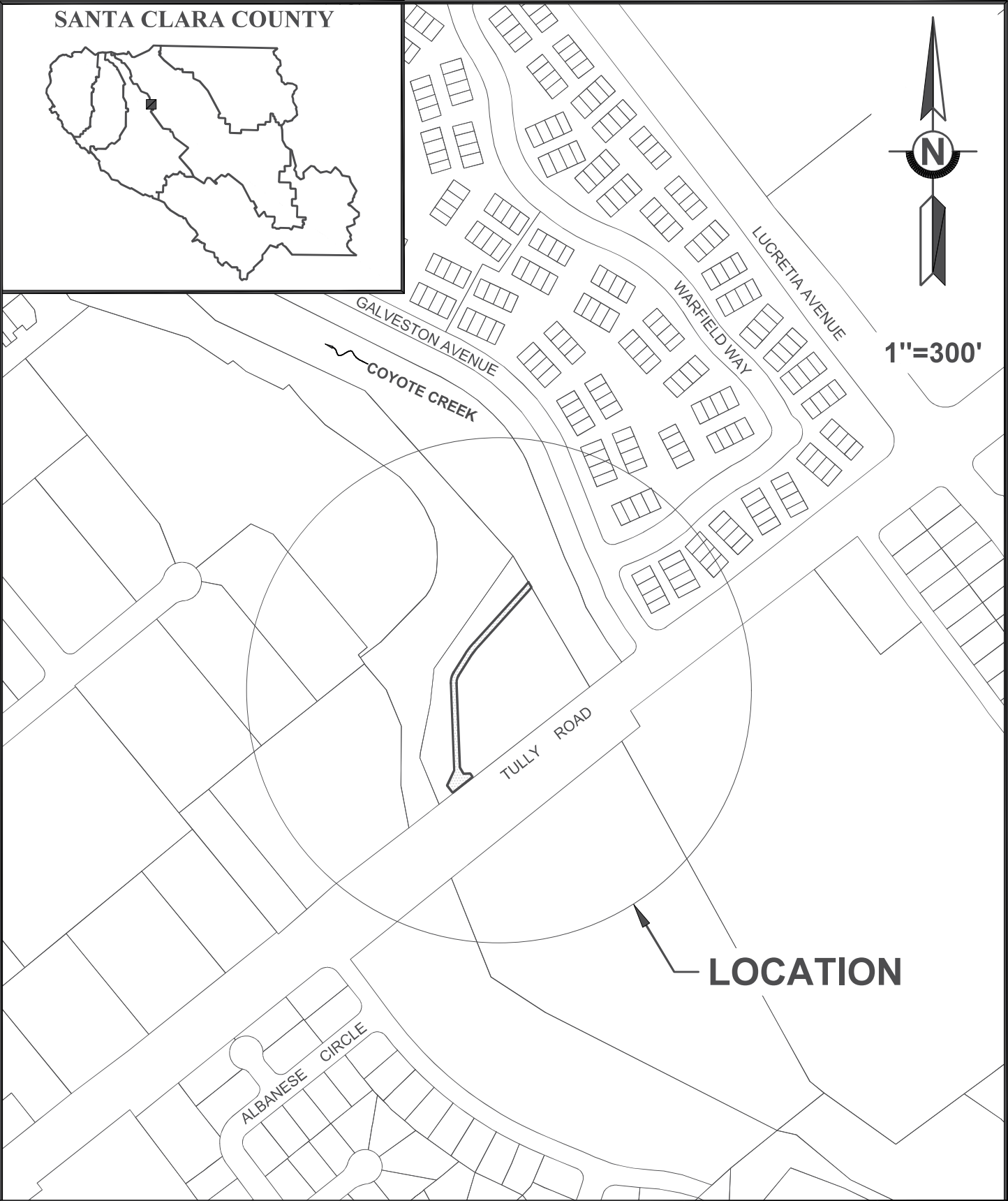
SURVEYOR'S STATEMENT:

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

1/16/25
Date





SANTA CLARA VALLEY WATER DISTRICT

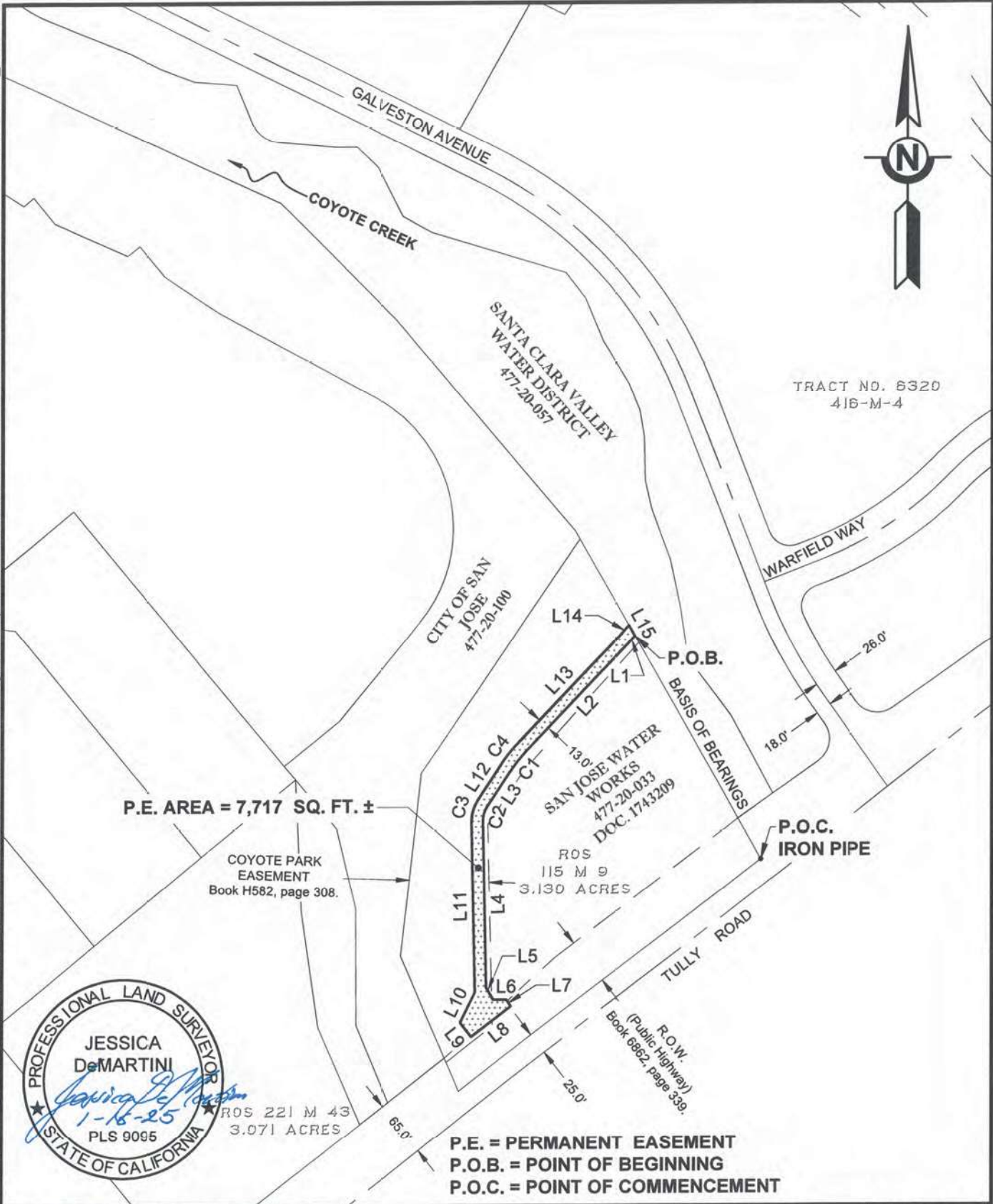


**COYOTE CREEK FLOOD
PROTECTION
PROJECT**

RESU FILE NO.	4021-367
APN	472-20-033
LSMU REQUEST NO.	2023-147
DRAWN	Attachment 1

SCVWD S:\REQUESTS\COYOTE CREEK\2023_147\2 Working\Office\ROW\Plats and Legal Descriptions\Reach 8\477-20-033 SAN JOSE WATER WORKS\4021-367 PE.dwg

SAN JOSE WATER WORKS



SANTA CLARA VALLEY WATER DISTRICT



SCALE: 1" = 150'


RESU FILE NO.	4021-367
APN	477-20-033
LSMU REQUEST NO.	2023-147
DRAWN	A.Ruiz

SCVWD S:\REQUESTS\COYOTE CREEK\2023_147\2 Working\Office\ROW\Plats and Legal Descriptions\Reach 8\477-20-033 SAN JOSE WATER WORKS\4021-367 PE\2023-147_4021-367 PE.dwg

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'



<div>SANTA CLARA VALLEY WATER DISTRICT</div> <div> Valley Water</div>	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^OLANDS" 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^OLANDS" 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.

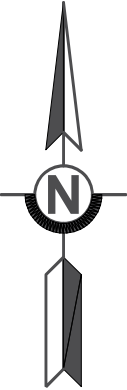


Jessica DeMartini, PLS 9095

8/28/25
Date



SANTA CLARA COUNTY



1"=150'

LOCATION



N 18TH ST

N 19TH ST

COYOTE CREEK

E SAINT JOHN ST

N 17TH ST

E SANTA CLARA ST

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'

COYOTE CREEK

P.E.
AREA = 2,625 SQ.FT. ±

UNKNOWN
OWNERSHIP



P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
P.E. = PERMANENT EASEMENT

SANTA CLARA VALLEY WATER DISTRICT



SCALE: 1" = 60'

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

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 th Street Station	#4021-506	10,150 sf	\$246,200
467-13-003	17 th Street Station	#4021-521	1,125 sf	\$41,750
472-11-016	Martha and 12 th Streets	#4021-458	19,942 sf	\$489,000
472-12-058	Martha and 12 th Streets	#4021-464	70,211 sf	\$1,474,000
472-12-071	Martha and 12 th 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^OLANDS" 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^OLANDS" 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.

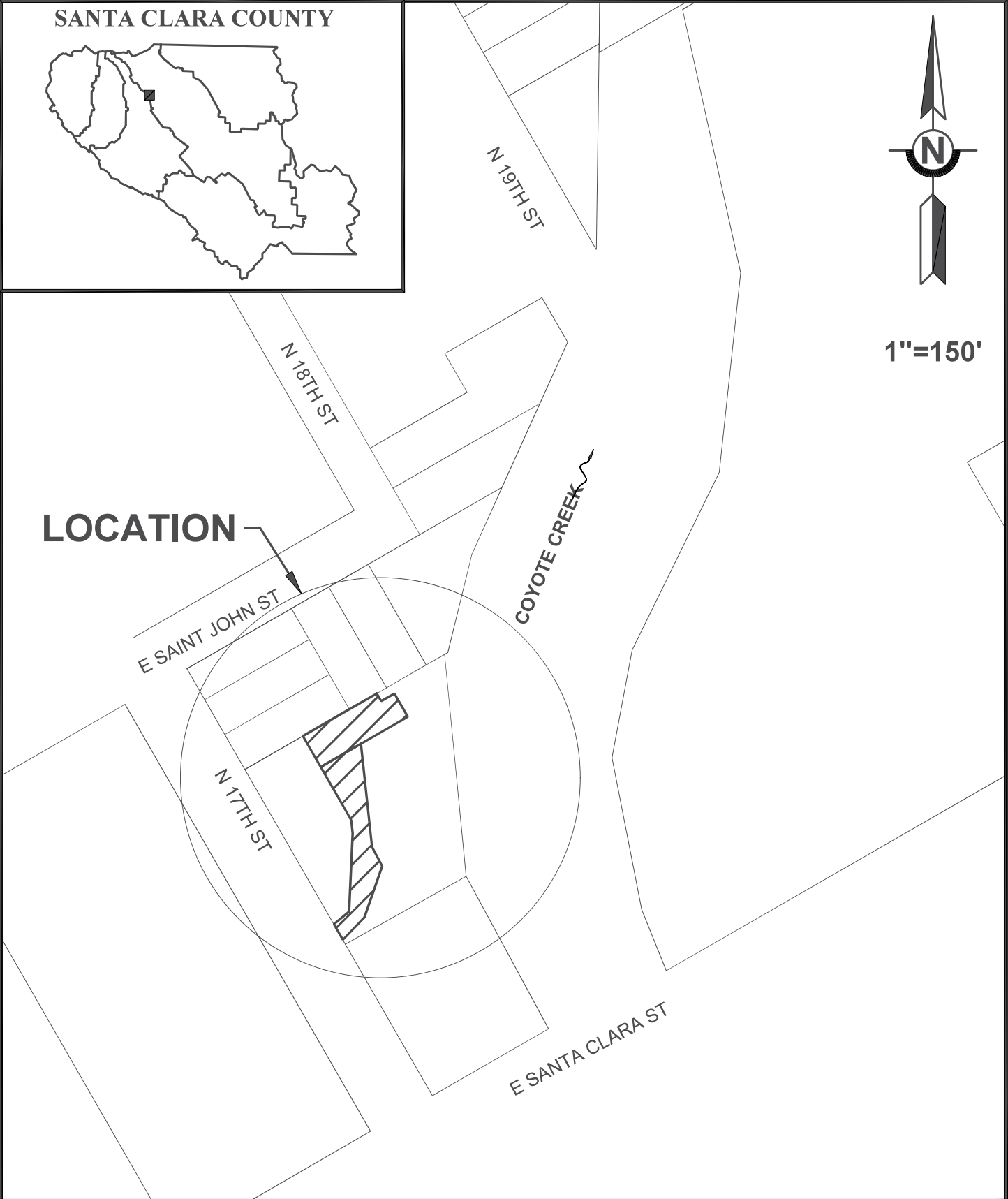
SURVEYOR'S STATEMENT:

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

8/28/25
Date



SANTA CLARA VALLEY WATER DISTRICT

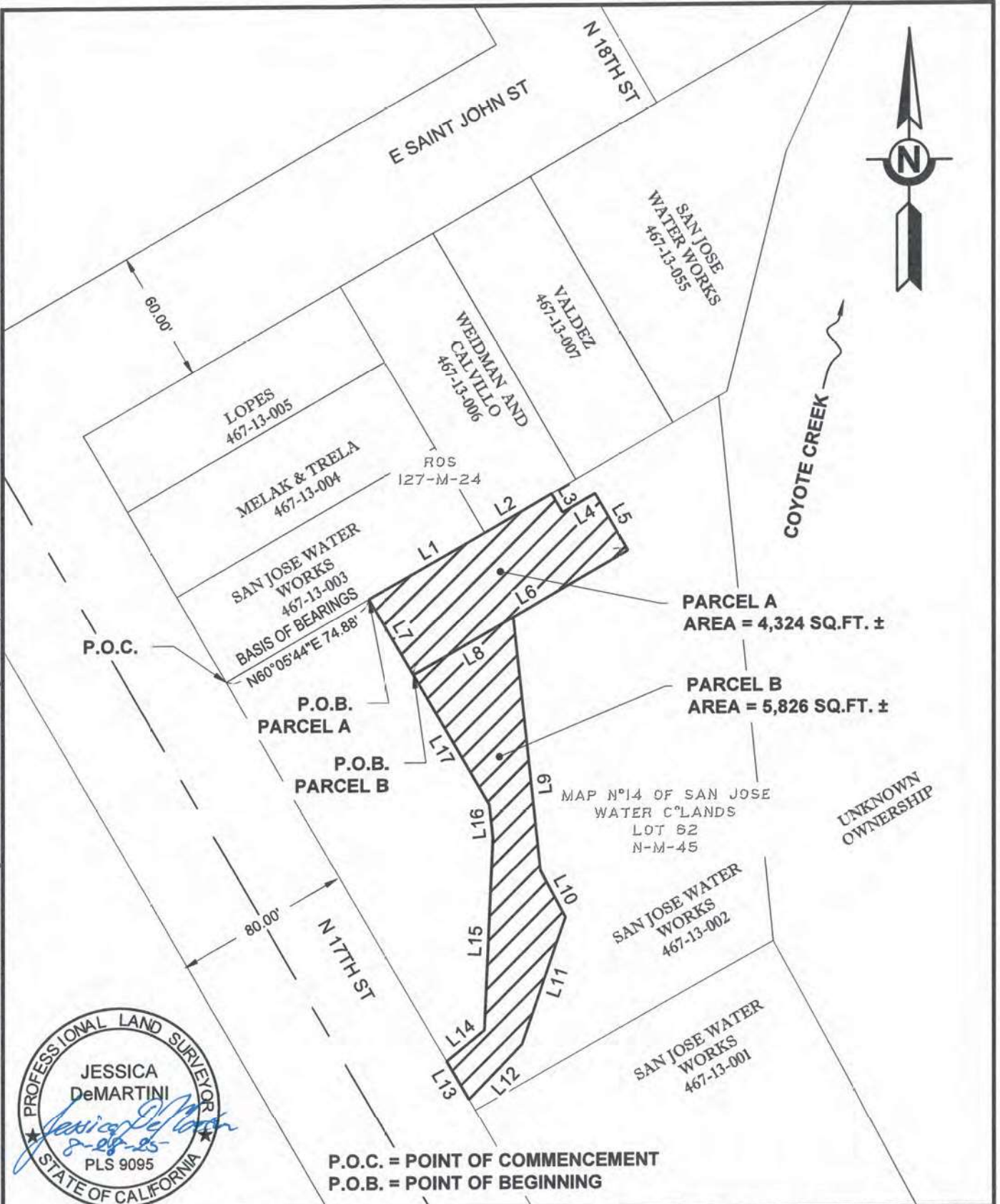


COYOTE CREEK FLOOD
PROTECTION
PROJECT

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

SCVWD S:\REQUESTS\COYOTE CREEK\2023_147\2 Working\Office\ROW\Plats and Legal Descriptions\Reach 6\467-13-002 SAN JOSE WATER WORKS\4021-506 TCEI\2023-147_4021-506_TCE_Rev2.

SAN JOSE WATER WORKS



SANTA CLARA VALLEY WATER DISTRICT




SCALE: 1" = 60'

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



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'



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

SCVWD S:\REQUESTS\COYOTE CREEK\2023_147\2 Working\Office\ROW\Plats and Legal Descriptions\Reach 6\467-13-002 SAN JOSE WATER WORKS\4021-506 TCE\2023-147_4021-506_TCE_Rev2.

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:

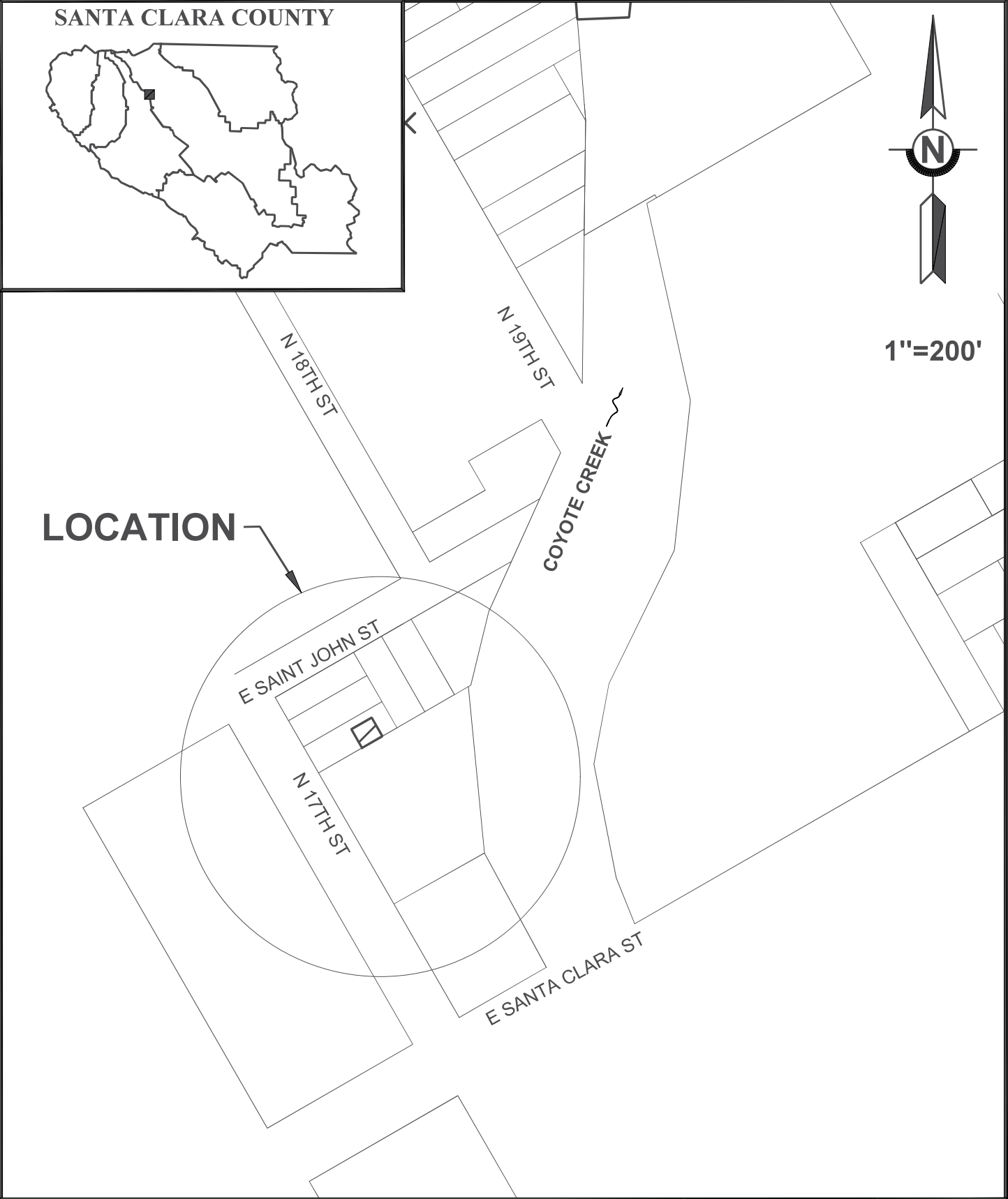
The description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.



Jessica DeMartini, PLS 9095

8/28/25
Date





SANTA CLARA VALLEY WATER DISTRICT

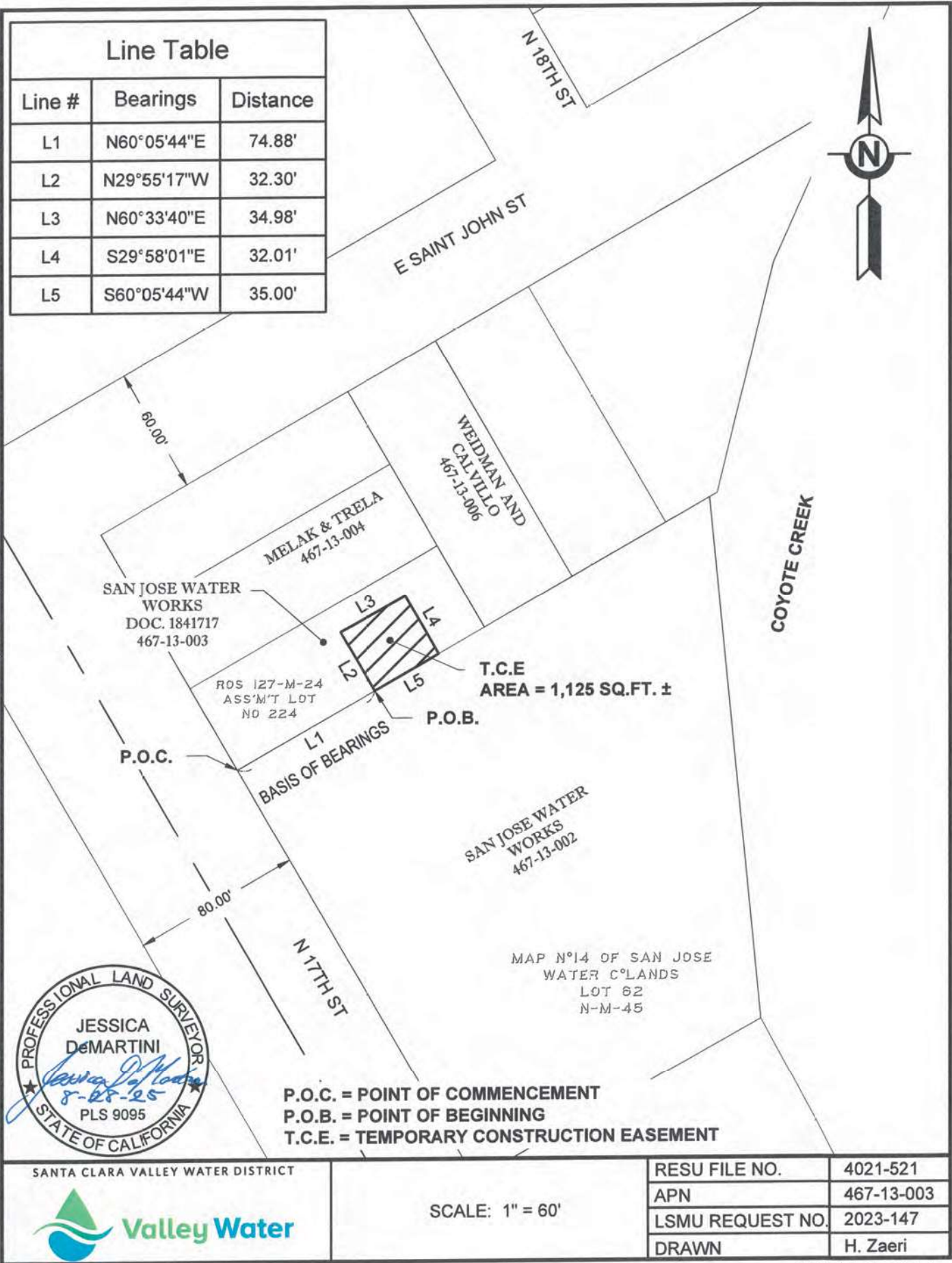


COYOTE CREEK FLOOD
PROTECTION
PROJECT

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

SCVWD S:\REQUESTS\COYOTE CREEK\2023_147\2 Working\Office\ROW\Plats and Legal Descriptions\Reach 6\467-13-003 SAN JOSE WATER WORKS\4021-521 TCE_Rev2

SAN JOSE WATER WORKS



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"W, 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:

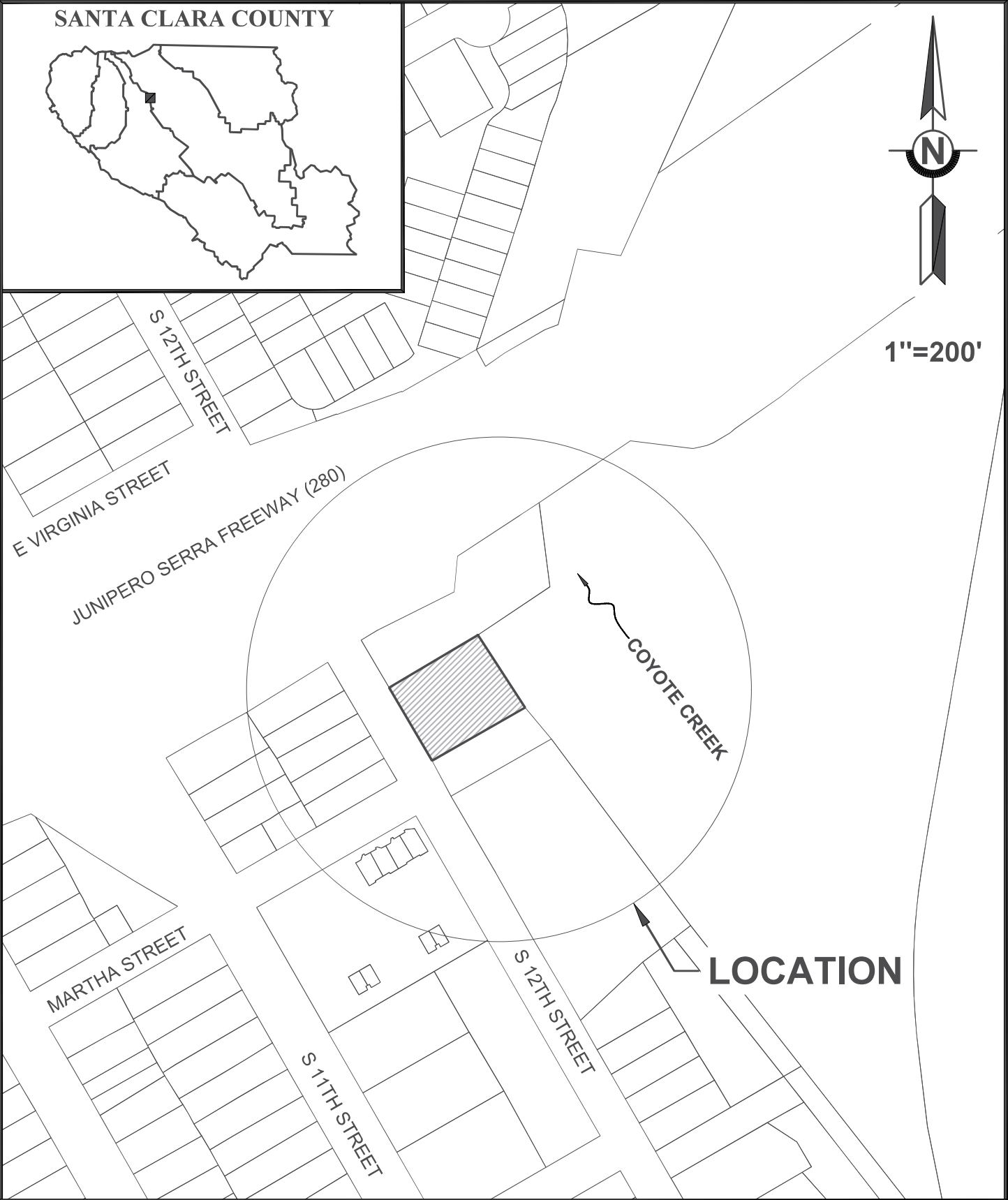
The description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.


Jessica DeMartini, PLS 9095

10/17/24
Date



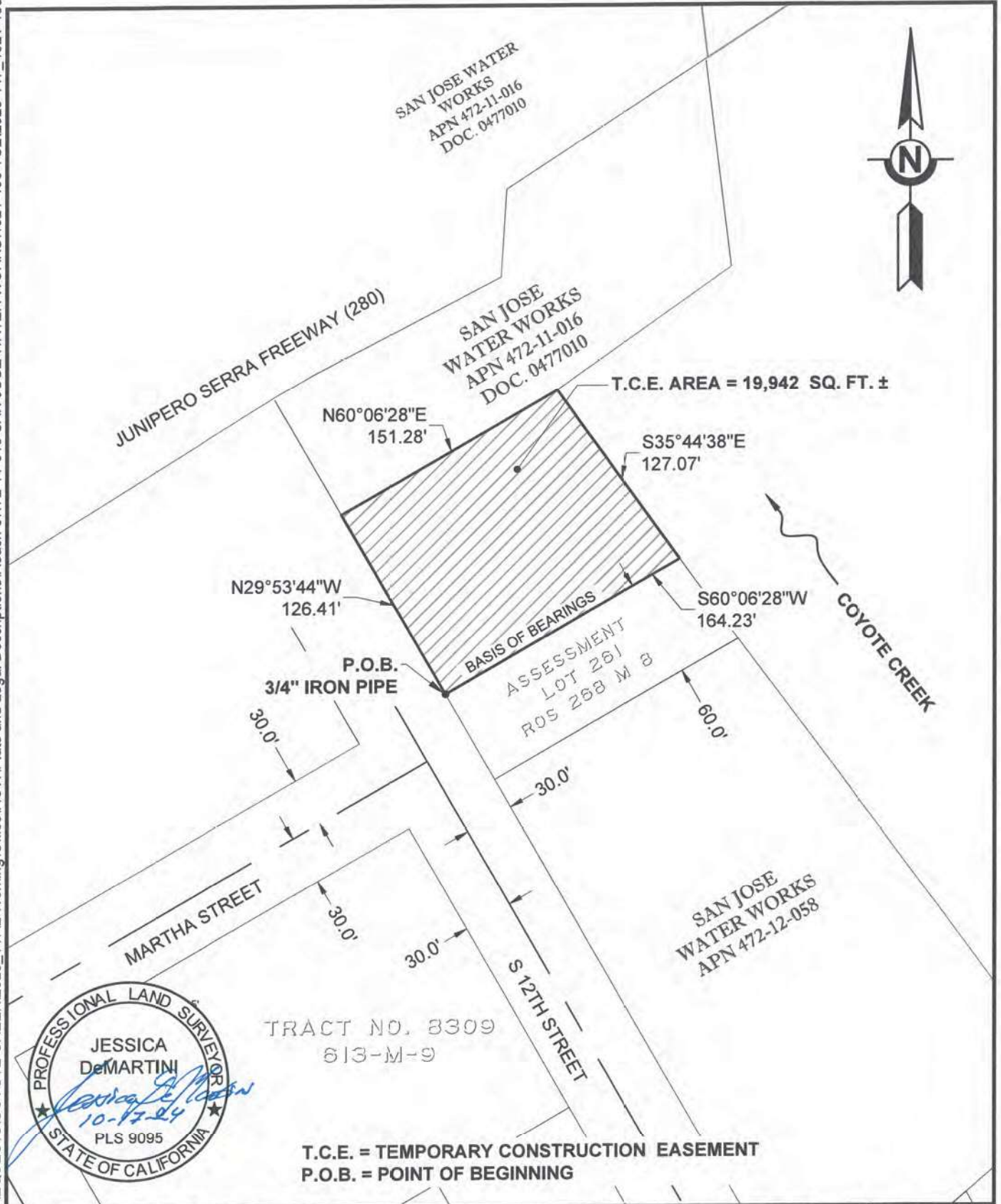
SCVWD S:\REQUESTS\COYOTE CREEK\2023_147\2 Working\Office\ROW\Plats and Legal Descriptions\Reach 8\472-11-016 SAN JOSE WATER WORKS\4021-458 TCEI\2023-147_4021-458Map.dwg



<div>SANTA CLARA VALLEY WATER DISTRICT</div> 	<div>COYOTE CREEK FLOOD PROTECTION PROJECT</div>	RESU FILE NO.	4021-458
		APN	472-11-016
		LSMU REQUEST NO.	2023-147
		DRAWN	A.Ruiz

SAN JOSE WATER WORKS

SCVWD S:\REQUESTS\COYOTE CREEK\2023_147\2 Working\Office\ROW\Plats and Legal Descriptions\Reach 8\472-11-016 SAN JOSE WATER WORKS\4021-458 TCE\2023-147_4021-458 TCE.dwg



TRACT NO. 8309
613-M-9

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

SANTA CLARA VALLEY WATER DISTRICT



SCALE: 1" = 80'

RESU FILE NO.	4021-458
APN	472-11-016
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.: 4021-464
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:

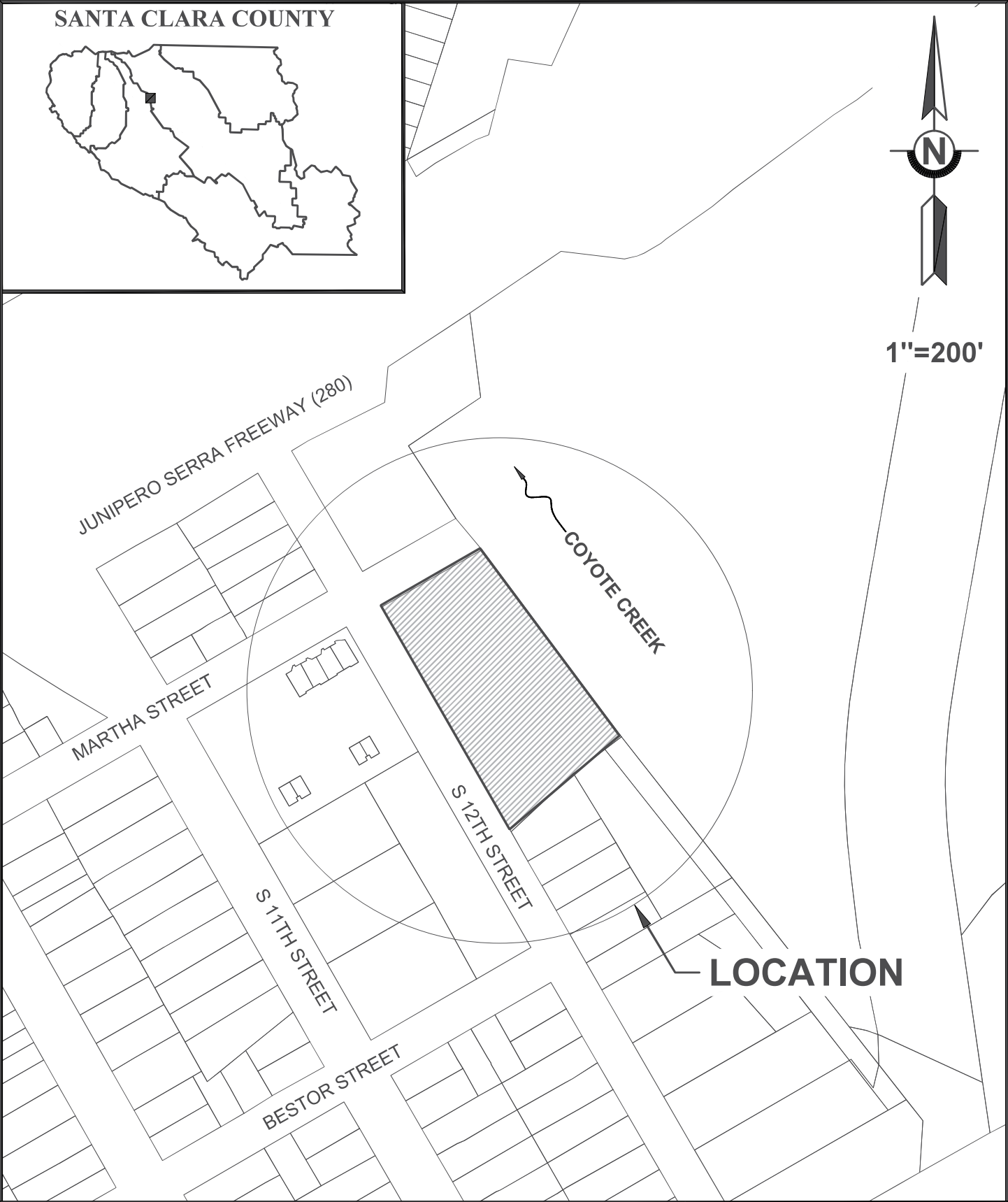
The description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.


Jessica DeMartini, PLS 9095

10/17/24
Date



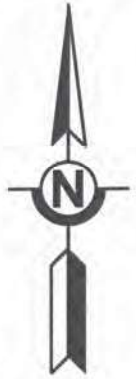
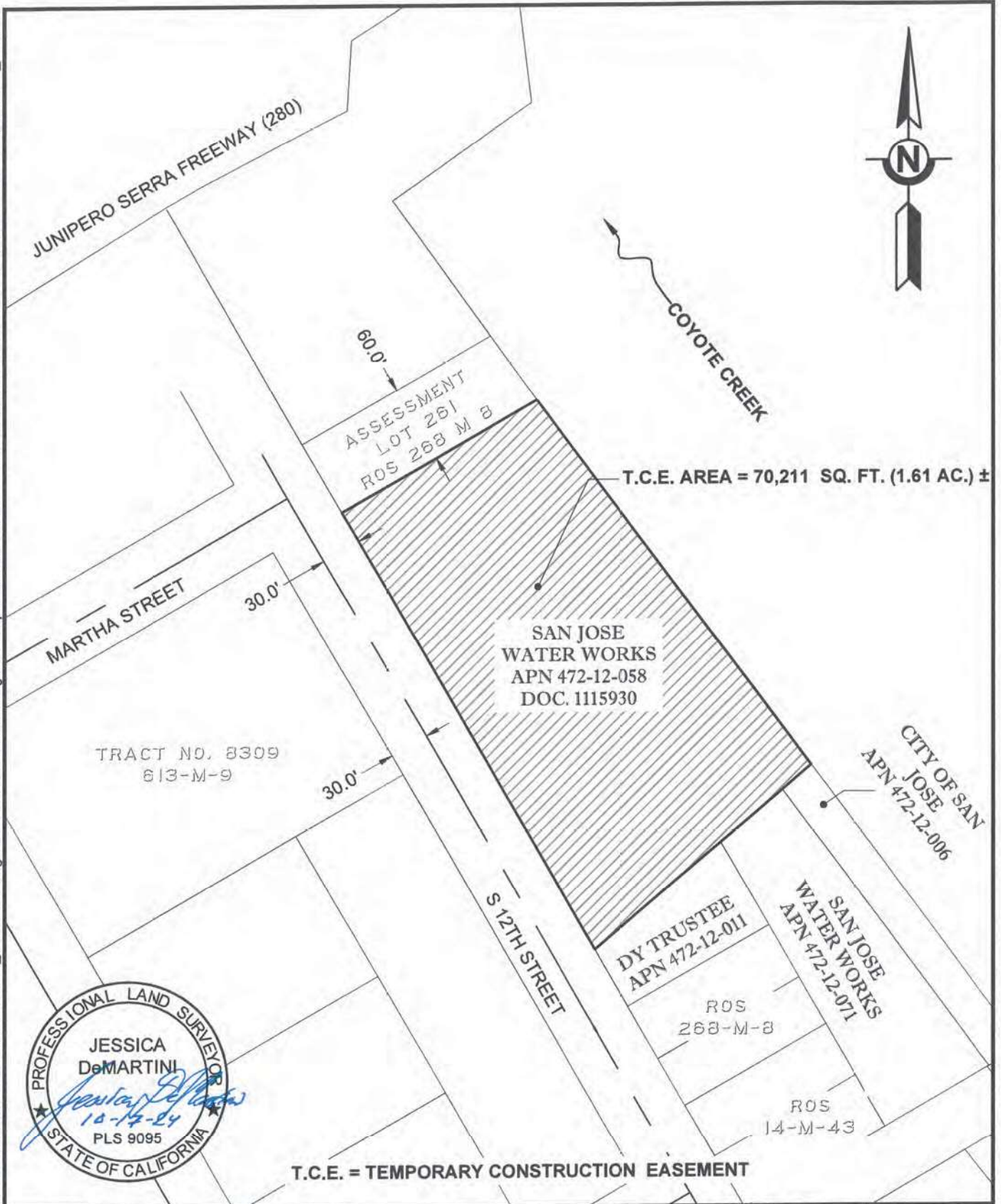
SCVWD S:\REQUESTS\COYOTE CREEK\2023_147\2 Working\Office\ROW\Plats and Legal Descriptions\Reach 8\472-12-058 SAN JOSE WATER WORKS\4021-464 TCEI\2023-147_4021-464Map.dwg



<div>SANTA CLARA VALLEY WATER DISTRICT</div> <div></div>	<div>COYOTE CREEK FLOOD PROTECTION PROJECT</div>	RESU FILE NO.	4021-464
		APN	472-12-058
		LSMU REQUEST NO.	2023-147
		DRAWN	A.Ruiz
		Attachment 1	

SAN JOSE WATER WORKS

SCVWD S:\REQUESTS\COYOTE CREEK\2023_147\2 Working\Office\ROW\Plats and Legal Descriptions\Reach 8\472-12-058 SAN JOSE WATER WORKS\4021-464 TCE\2023-147_4021-464 TCE.dwg



T.C.E. = TEMPORARY CONSTRUCTION EASEMENT

SANTA CLARA VALLEY WATER DISTRICT



SCALE: 1" = 100'

RESU FILE NO.	4021-464
APN	472-12-058
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.: 4021-465
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:

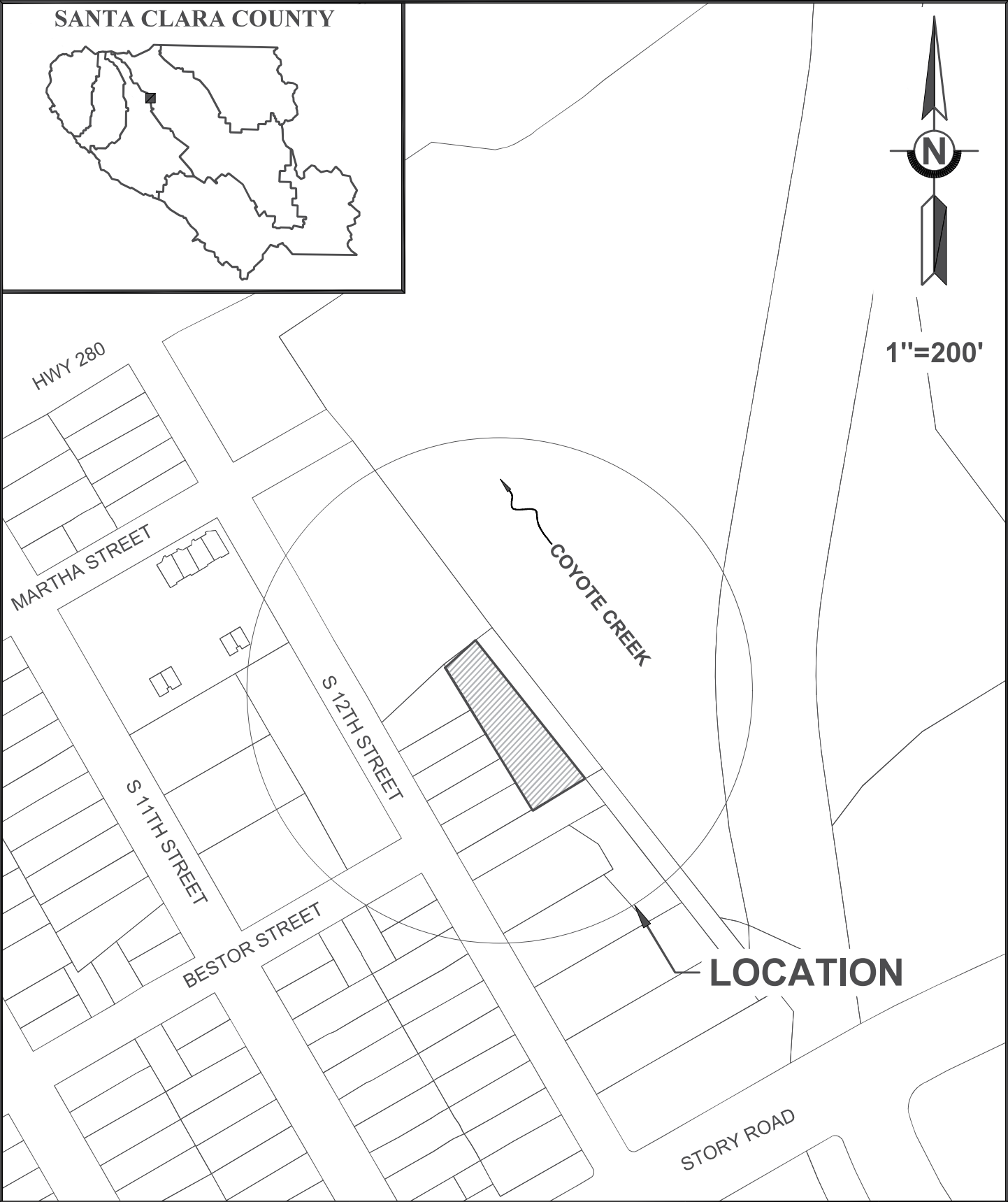
The description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.


Jessica DeMartini, PLS 9095

10/17/24
Date



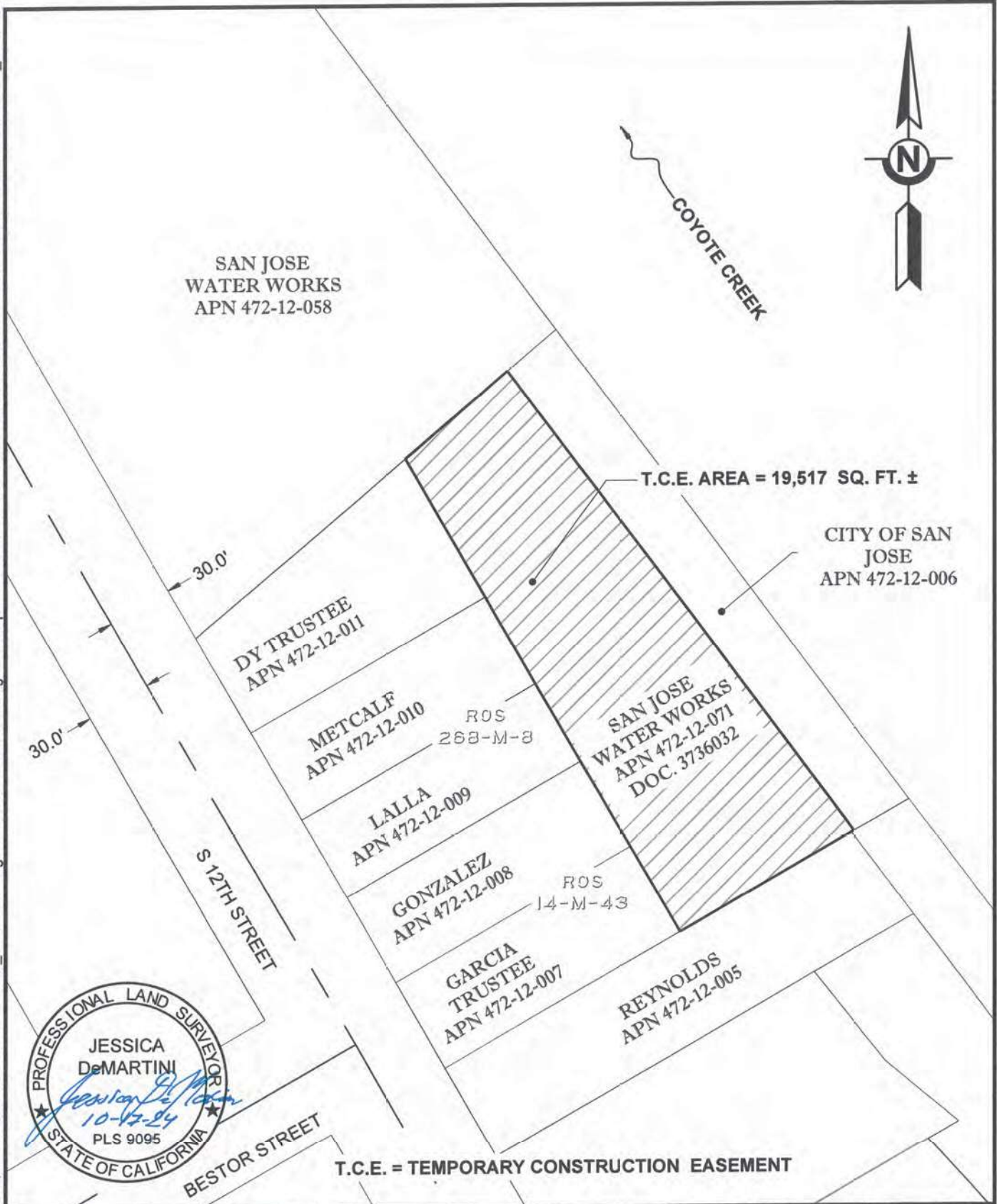
SCVWD S:\REQUESTS\COYOTE CREEK\2023_147\2 Working\Office\ROW\Plats and Legal Descriptions\Reach 8\472-12-071 SAN JOSE WATER WORKS\4021-465 TCEI\2023-147_4021-465Map.dwg



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

SAN JOSE WATER WORKS

SCVWD S:\REQUESTS\COYOTE CREEK\2023_147\2 Working\Office\ROW\Plats and Legal Descriptions\Reach 8\472-12-071 SAN JOSE WATER WORKS\4021-465 TCE\2023-147_4021-465 TCE.dwg



T.C.E. = TEMPORARY CONSTRUCTION EASEMENT

SANTA CLARA VALLEY WATER DISTRICT



SCALE: 1" = 60'

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

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.

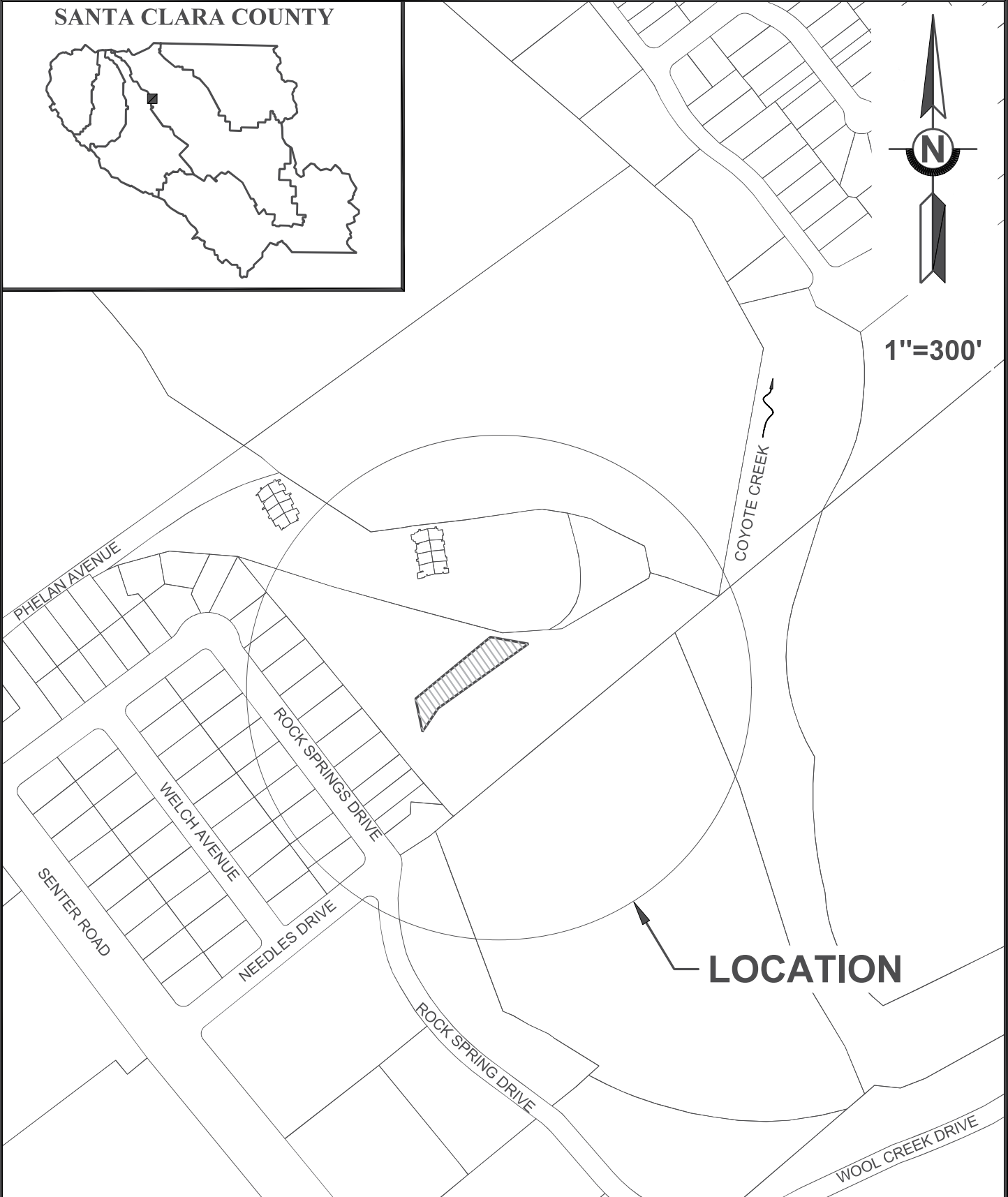


Jessica DeMartini, PLS 9095

10/21/24
Date



SCVWD S:\REQUESTS\COYOTE CREEK\2023_147\2 Working\Office\ROW\Plats and Legal Descriptions\Reach 8\477-12-024 SAN JOSE WATER WORKS\4021-472 TCE\2023-147_4021-472 TCE-Map.d



<div>SANTA CLARA VALLEY WATER DISTRICT</div> <div></div>	<div>COYOTE CREEK FLOOD PROTECTION PROJECT</div>	RESU FILE NO.	4021-472
		APN	472-12-024
		LSMU REQUEST NO.	2023-147
		DRAWN	Attachment 1
			Page 41 of 74

SAN JOSE WATER WORKS

Line Table		
Line #	Bearings	Distance
L1	S51°19'05"W	285.32'
L2	S30°42'29"W	63.19'
L3	N14°52'46"W	75.77'
L4	N47°29'30"E	221.80'
L5	N85°04'33"E	111.36'

CITY OF SAN JOSE
477-12-020



S.C.V.W.D.
EASEMENT
DOC# 47772002

TRACT NO. 8446
633-M-42
SPRING BROOK
CONDOMINIUMS
477-72- 003 THRU 066

CITY OF SAN JOSE
477-20-002

P.O.C.
IRON PIPE

ROS 119-M-39
5.4207 ACRES

T.C.E. AREA = 15,959 SQ. FT. ±

P.O.B.

BASIS OF BEARINGS
S56°39'49"W
233.10'

S85°21'26"W
29.00'

S51°19'05"W
19.68'

SAN JOSE WATER WORKS
APN 477-12-024
DOC. 1810064

COYOTE CREEK

CITY OF SAN JOSE
477-20-161

S.C.V.W.D.
EASEMENT
DOC# 1860185

ROCK SPRINGS ENTERPRISES LLC
477-29-074

ROCK SPRINGS ENTERPRISES LLC
477-29-073

ROCK SPRINGS ENTERPRISES LLC
477-29-072

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



SANTA CLARA VALLEY WATER DISTRICT



SCALE: 1" = 150'

RESU FILE NO.	4021-472
APN	477-12-024
LSMU REQUEST NO.	2023-147
DRAWN	A.Ruiz

SHEET 1 OF 1

Attachment 1
Page 42 of 74

SCVWD S:\REQUESTS\COYOTE CREEK\2023_147\2 Working\Office\ROW\Plats and Legal Descriptions\Reach 8\477-12-024 SAN JOSE WATER WORKS\4021-472 TCE\2023-147_4021-472 TCE.dwg

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.

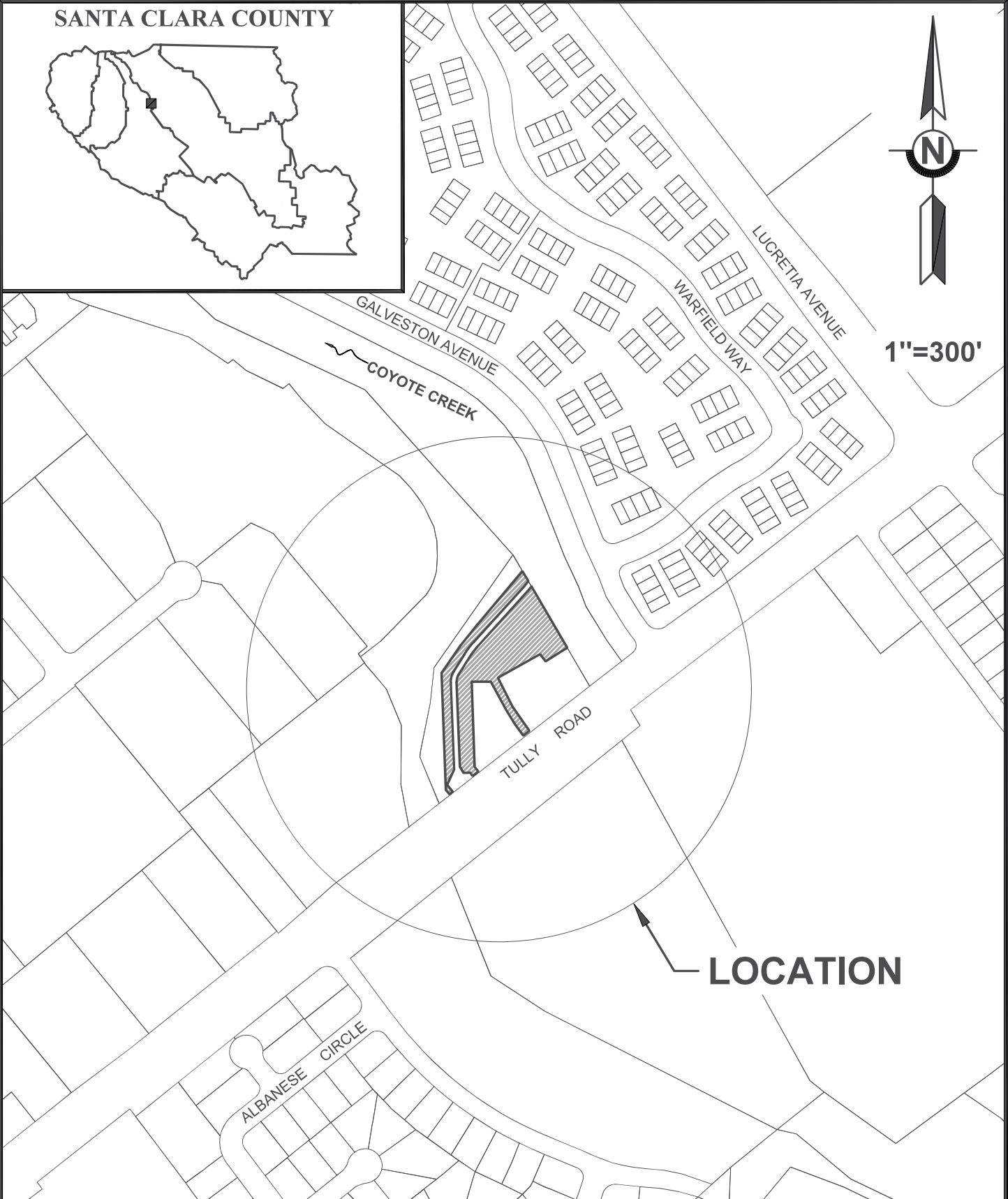
SURVEYOR'S STATEMENT:

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

1/16/25
Date





SANTA CLARA VALLEY WATER DISTRICT



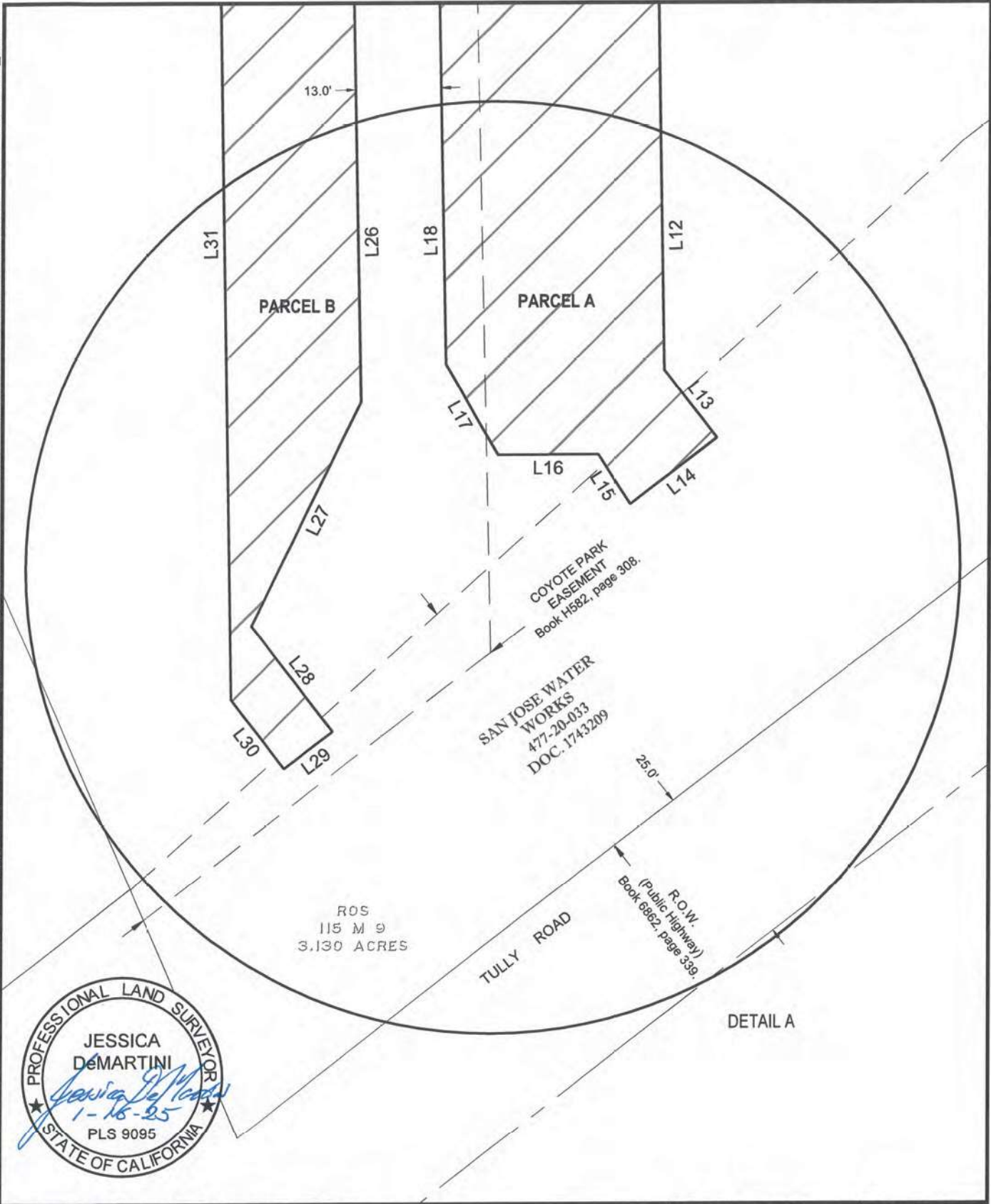
**COYOTE CREEK FLOOD
PROTECTION
PROJECT**

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

[illegible]

Valley Water

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



SANTA CLARA VALLEY WATER DISTRICT



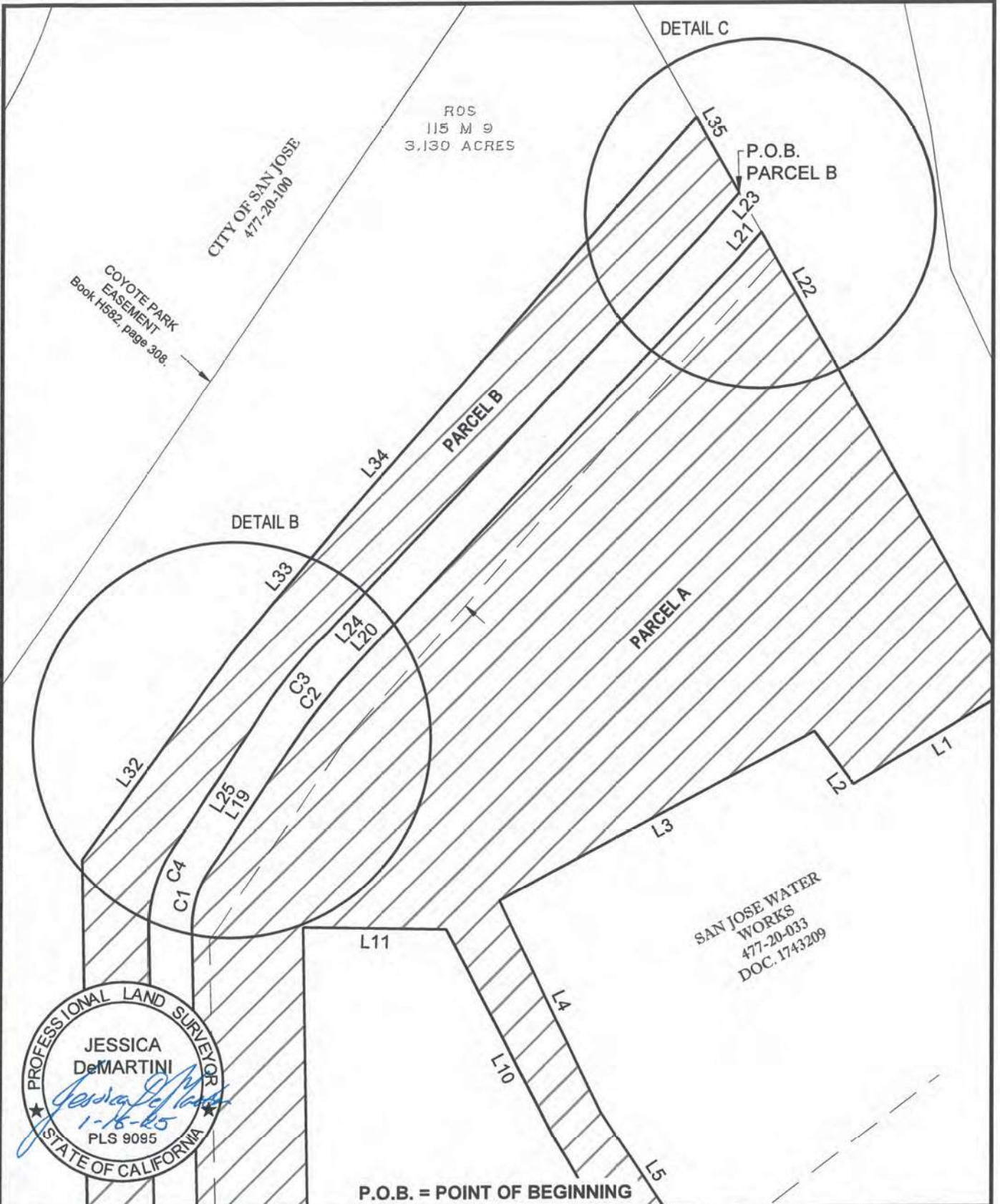
SCALE: 1" = 20'

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

SCVWD S:\REQUESTS\COYOTE CREEK\2023_147\2 Working\Office\ROW\Plats and Legal Descriptions\Reach 8\477-20-033 SAN JOSE WATER WORKS\4021-473 TCE\2023-147_4021-473 TCE.dwg

SAN JOSE WATER WORKS

SCVWD S:\REQUESTS\COYOTE CREEK\2023_147\2 Working\Office\ROW\Plats and Legal Descriptions\Reach 8\477-20-033 SAN JOSE WATER WORKS\4021-473 TCE\2023-147_4021-473 TCE.dwg



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

SANTA CLARA VALLEY WATER DISTRICT



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)

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

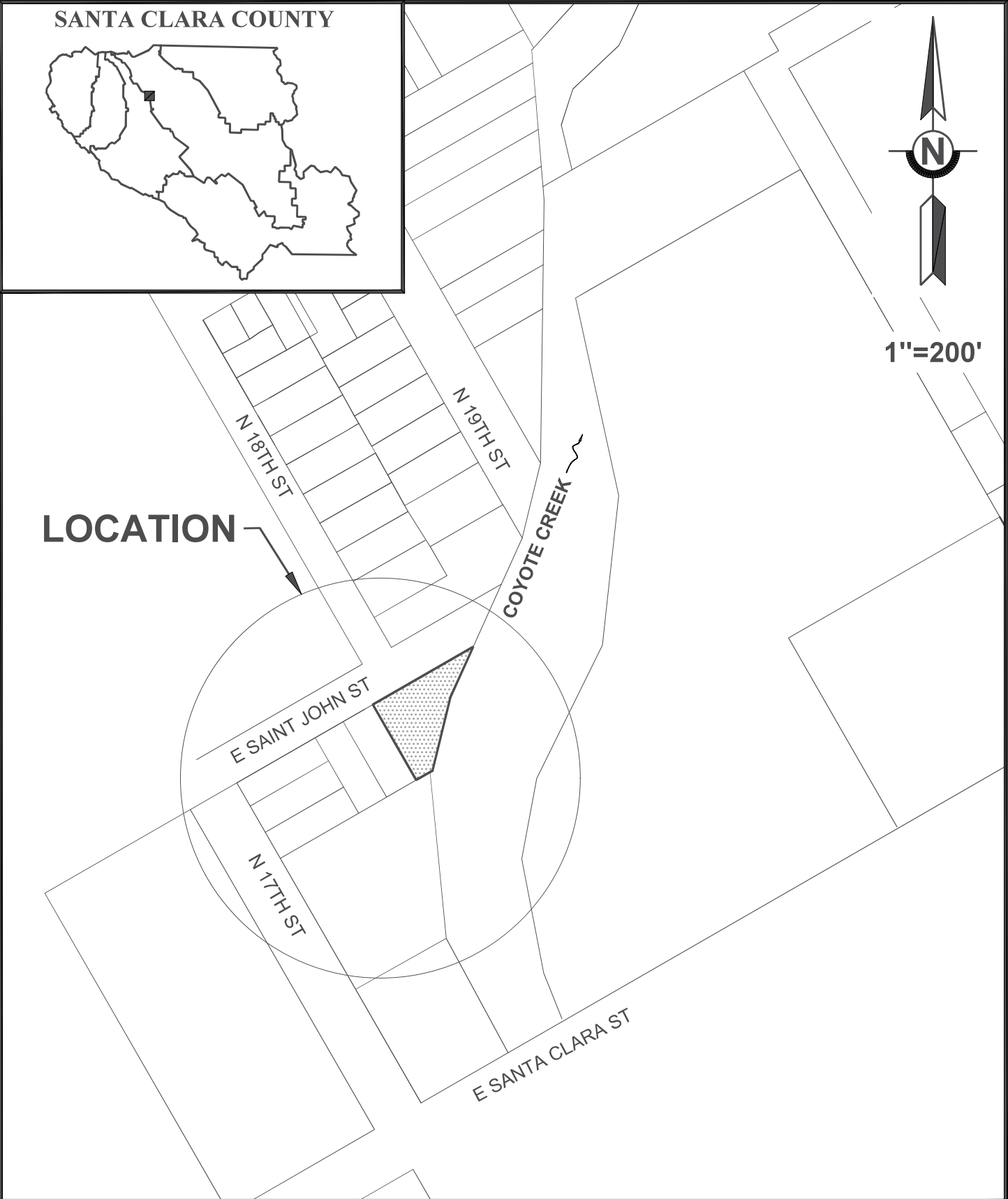
The description as replicated from said Deed recorded as Document Number 2453778, filed on August 2, 1963, in the Office of the Recorder, County of Santa Clara, State of California, was reviewed and prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.


Jessica DeMartini, PLS 9095

7/16/25
Date



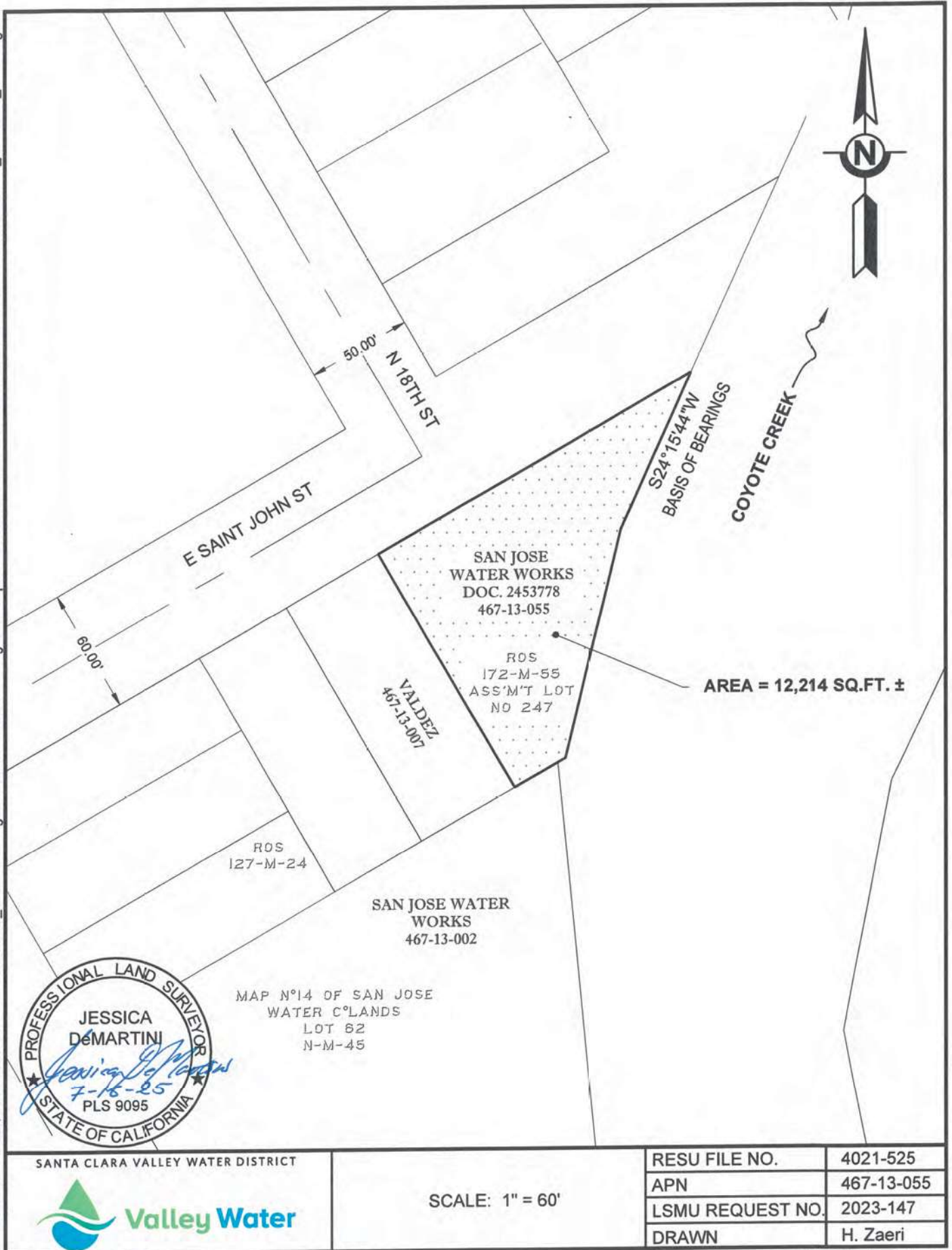
SCVWD S:\REQUESTS\COYOTE CREEK\2023_147\2 Working\Office\ROW\Plats and Legal Descriptions\Reach 6\467-13-055 SAN JOSE WATER WORKS\2023-147_4021-525_FEE.dwg



<div>SANTA CLARA VALLEY WATER DISTRICT</div> 	<div>COYOTE CREEK FLOOD PROTECTION PROJECT</div>	RESU FILE NO.	4021-525
		APN	467-13-055
		LSMU REQUEST NO.	2023-147
		DRAWN	H. Zaeri

SAN JOSE WATER WORKS

SCVWD S:\REQUESTS\COYOTE CREEK\2023_147\2 Working\Office\ROW\Plats and Legal Descriptions\Reach 6\467-13-055 SAN JOSE WATER WORKS\2023-147_4021-525_FEE.dwg



RESU FILE NO.	4021-525
APN	467-13-055
LSMU REQUEST NO.	2023-147
DRAWN	H. Zaeri

SHEET 1 OF 1

Attachment 1
Page 54 of 74

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:

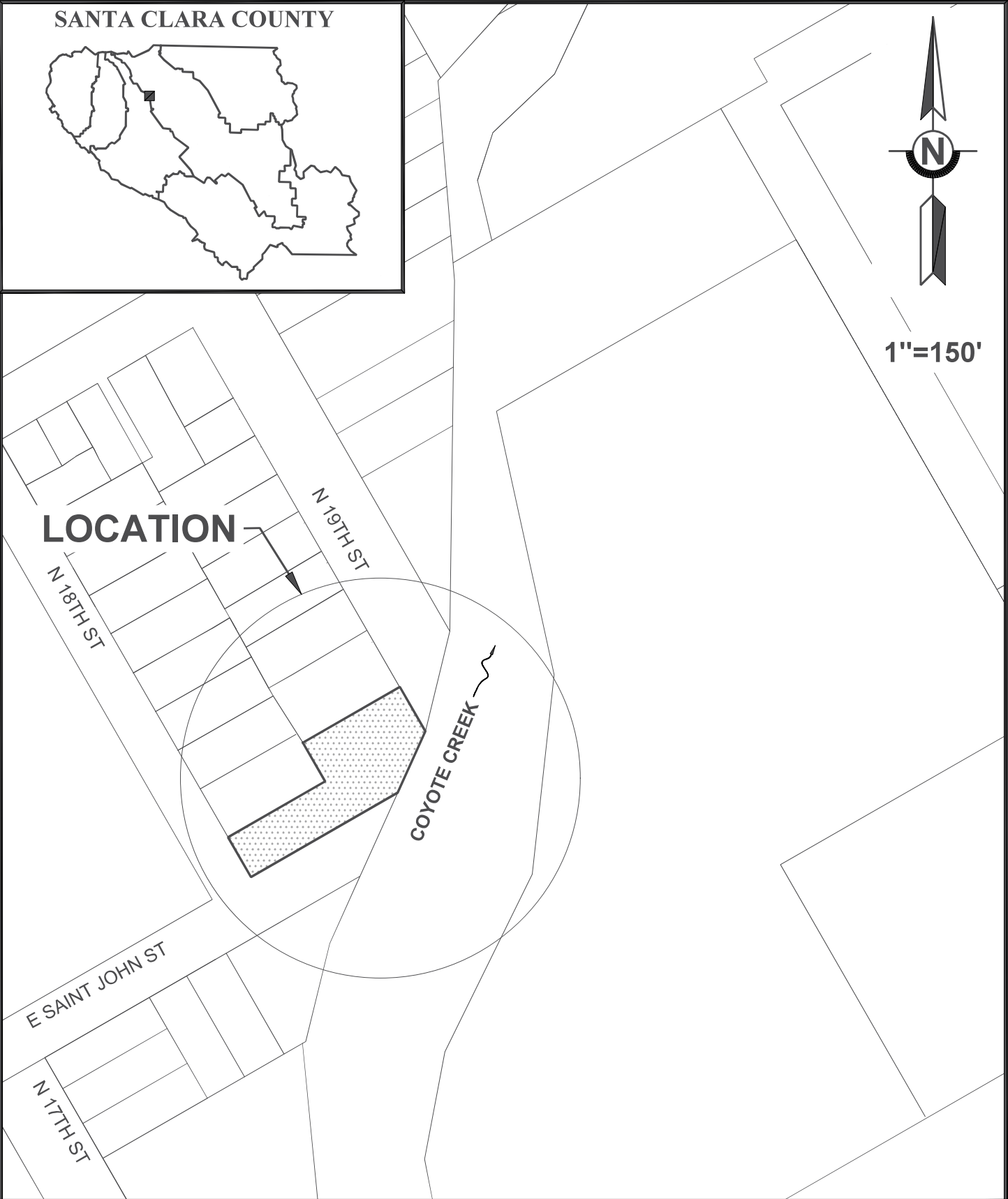
The description as replicated from said Deed recorded as Document Number 2453780, filed on August 2, 1963, in the Office of the Recorder, County of Santa Clara, State of California, was reviewed and prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.


Jessica DeMartini, PLS 9095

7/16/25
Date



SCVWD S:\REQUESTS\COYOTE CREEK\2023_147\2 Working\Office\ROW\Plats and Legal Descriptions\Reach 6\467-13-056 SAN JOSE WATER WORKS\2023-147_4021-526_FEE.dwg



<div>SANTA CLARA VALLEY WATER DISTRICT</div> <div> Valley Water</div>	COYOTE CREEK FLOOD PROTECTION PROJECT		RESU FILE NO.	4021-526
			APN	467-13-056
			LSMU REQUEST NO.	2023-147
			DRAWN	H. Zaeri

SAN JOSE WATER WORKS

SCVWD S:\REQUESTS\COYOTE CREEK\2023_147\2 Working\Office\ROW\Plats and Legal Descriptions\Reach 6\467-13-056 SAN JOSE WATER WORKS\2023-147_4021-526_FEE.dwg



AREA = 17,843 SQ.FT. ±



SANTA CLARA VALLEY WATER DISTRICT



SCALE: 1" = 60'

RESU FILE NO.	4021-526
APN	467-13-056
LSMU REQUEST NO.	2023-147
DRAWN	H. Zaeri

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

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.

- ☐ Individual
- ☐ Corporate Officer(s): _____
- ☐ Partner(s) ☐ Limited ☐ General
- ☐ Attorney-In-Fact _____
- ☐ Trustee(s)
- ☐ Guardian/Conservator
- ☐ Other: _____

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

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.

- ☐ Individual
- ☐ Corporate Officer(s): _____
- ☐ Partner(s) ☐ Limited ☐ General
- ☐ Attorney-In-Fact _____
- ☐ Trustee(s)
- ☐ Guardian/Conservator
- ☐ Other: _____

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

DOCUMENT NO.: 4021-367

CERTIFICATE OF CONSENT AND ACCEPTANCE

This is to certify that the interest in real property conveyed by the attached Deed or Grant to the Santa Clara Valley Water District, also referred to herein as the Grantee, is hereby accepted by the undersigned duly authorized agent on behalf of the Board of Directors of said Santa Clara Valley Water District, pursuant to authority conferred by Resolution No. 14-79 of said Board of Directors adopted on the 9th day of September 2014, and the Grantee consents to recordation thereof by its said duly authorized agent.

Dated: _____, 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

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.

- ☐ Individual
- ☐ Corporate Officer(s): _____
- ☐ Partner(s) ☐ Limited ☐ General
- ☐ Attorney-In-Fact _____
- ☐ Trustee(s)
- ☐ Guardian/Conservator
- ☐ Other: _____

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

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.

- ☐ Individual
- ☐ Corporate Officer(s): _____
- ☐ Partner(s) ☐ Limited ☐ General
- ☐ Attorney-In-Fact _____
- ☐ Trustee(s)
- ☐ Guardian/Conservator
- ☐ Other: _____

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

DOCUMENT NO.: 4021-000

CERTIFICATE OF CONSENT AND ACCEPTANCE

This is to certify that the interest in real property conveyed by the attached Deed or Grant to the Santa Clara Valley Water District, also referred to herein as the Grantee, is hereby accepted by the undersigned duly authorized agent on behalf of the Board of Directors of said Santa Clara Valley Water District, pursuant to authority conferred by Resolution No. 14-79 of said Board of Directors adopted on the 9th day of September 2014, and the Grantee consents to recordation thereof by its said duly authorized agent.

Dated: _____, 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.

- ☐ Individual
- ☐ Corporate Officer(s): _____
- ☐ Partner(s) ☐ Limited ☐ General
- ☐ Attorney-In-Fact _____
- ☐ Trustee(s)
- ☐ Guardian/Conservator
- ☐ Other: _____

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

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.

- ☐ Individual
- ☐ Corporate Officer(s): _____
- ☐ Partner(s) ☐ Limited ☐ General
- ☐ Attorney-In-Fact _____
- ☐ Trustee(s)
- ☐ Guardian/Conservator
- ☐ Other: _____

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

CERTIFICATE OF CONSENT AND ACCEPTANCE

This is to certify that the interest in real property conveyed by the attached Deed or Grant to the Santa Clara Valley Water District, also referred to herein as the Grantee, is hereby accepted by the undersigned duly authorized agent on behalf of the Board of Directors of said Santa Clara Valley Water District, pursuant to authority conferred by Resolution No. 14-79 of said Board of Directors adopted on the 9th day of September 2014, and the Grantee consents to recordation thereof by its said duly authorized agent.

Dated: _____, 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)