

**PURCHASE AND SALE AGREEMENT
BETWEEN
THE CITY OF MILPITAS AND
SANTA CLARA VALLEY WATER DISTRICT**

Project: ..South Milpitas Boulevard Road Project...

Real Estate File No.: ..4049-17 & 4049-6.1.....

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into by and between the City of Milpitas, a municipal corporation (the "City"), and Santa Clara Valley Water District, a California special district ("Valley Water") effective the date fully executed ("Effective Date"). The City and Valley Water are collectively referred to as "Parties" and individually as "Party".

RECITALS

WHEREAS, Valley Water is the owner of that certain real property located in the City of Milpitas, County of Santa Clara, State of California, more particularly described in the legal description attached hereto as Exhibit A (the "Property") and incorporated herein; and

WHEREAS, the City requires the Property to construct its project to extend S. Milpitas Boulevard and construct a bridgeway on and across the Property; and

WHEREAS, Valley Water desires to sell the Property to the City with a reservation of a water management and storm water drainage easement and the City desires to purchase the Property from Valley Water subject to terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of their mutual promises, covenants and conditions hereinafter set forth the Parties agree as follows:

1. PURCHASE AND SALE

Subject to the provisions of this Agreement, Valley Water shall sell and convey to the City and the City shall purchase and take from Valley Water all of Valley Water's right, title and interest in and to the Property, except that certain reserved water management and storm water drainage easement described in Exhibit C (the "Watershed Easement Agreement").

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

2. DELIVERY OF DOCUMENT

Valley Water shall convey to City its interests in the Property by Grant Deed (Deed Document No. 4049-17) in the form attached hereto as Exhibit B (the "Grant Deed"). The City shall then reciprocally convey to Valley Water the aforementioned water management and storm water drainage easement by the Watershed Easement Agreement in the form attached hereto as Exhibit C.

3. PURCHASE PRICE

The City shall pay Valley Water the sum of \$270,000.00 for the Property (the "Purchase Price") when title thereto vests in the City at Closing. Subject to the provisions of this Agreement, Valley Water shall convey title to City free and clear of all liens, encumbrances, taxes, assessments and leases except:

- A. Covenants, conditions, restrictions, easements, and reservations of record, or contained in the Watershed Easement Agreement.
- B. Easements or rights of way over said land for public or quasi public utility or public street purposes, if any.
- C. All exceptions described in the preliminary title report issued by Escrow Holder.

By its execution of this Agreement, Valley Water accepts the Purchase Price as full and fair compensation for the Property.

4. PRORATION OF TAXES

In the event that City acquires fee title under the terms of this Agreement, taxes shall be prorated in accordance with the California Revenue and Taxation Code Section 5086 as of the date of recordation of the Grant Deed.

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

5. PAYMENT OF MORTGAGE OR DEED OF TRUST

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

6. LEASE WARRANTY

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

7. POSSESSION

Valley Water shall have the right to retain possession of the Property up to and including the date of recording of the Grant Deed upon compliance by Valley Water with the conditions of this Agreement.

8. PERMISSION TO ENTER

As of the date of this Agreement, while Valley Water remains in possession of the Property, Valley Water grants to the City, including its employees, officials, agents and contractors, permission to enter upon the Property for the purpose of inspection and study and/or for the purpose of preparation for and construction of the Milpitas Boulevard Extension Project pursuant to the Valley Water Encroachment Permit, dated on or around the Effective Date.

Notwithstanding any other provisions in this agreement, the right of possession and use of the Property by the City, including the right to remove and dispose of improvements, shall commence when City deposits the Purchase Price with the Escrow Holder, and the Purchase Price includes, but is not limited to, full payment for such possession and use from said date.

To the fullest extent permitted by law, the City shall indemnify and hold Valley Water free and harmless from third party claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, arising out of any negligent acts or willful misconduct of the City, its officials, officers, employees, contractors, consultants or agents in connection with the negligent performance of the City's entry or use of the Property under this Agreement prior to the Close of Escrow.

9. ESCROW; CONDITIONS TO CLOSING

The purchase and sale of the Property (the "Closing" or "Close of Escrow") shall be handled through an escrow with First American Title Company, 333 W. Santa Clara Street, San Jose, CA 95113 (the "Escrow Holder"). Unless Valley Water and the City both agree in writing to an extension, Close of Escrow will occur on or before ninety (90) calendar days from the Effective Date. No later than thirty (30) calendar days from the Effective Date (i) the City shall deposit the Purchase Price with Escrow Holder and (ii) Valley Water shall deposit the executed Grant Deed, notarized for recording in the official records of Santa Clara County, California. The Parties shall provide Escrow Holder with their separate instructions for the Closing consistent with the terms of this Agreement. The Parties shall deliver any such additional documents and instruments as Escrow Holder may reasonably require for Close of Escrow.

In addition to all other conditions to the completion of the transaction described in this Agreement, the Parties agree that the Closing is subject to satisfaction, approval or waiver by Valley Water of the following conditions: (i) the City and Valley Water shall have executed and deposited with Escrow Holder the Watershed Easement Agreement in the form attached hereto as Exhibit C; (ii) the City and Valley Water shall have executed and deposited with Escrow Holder the Easement Agreement (1841 Tarob Ct.) in the form attached hereto as Exhibit D ("Tarob Ct. Easement"); (iii) Anton Milpitas, LLC and Valley Water shall have executed and deposited with Escrow Holder the Easement Agreement (750 E. Capitol Ave.) in the form attached hereto as Exhibit E ("750 E. Capitol Ave. Easement"); and (iv) The Harlowe LLC and Valley Water shall have executed and deposited with Escrow Holder the Easement Agreement (730 E. Capitol Ave.) in the form attached hereto as Exhibit E ("730 E. Capitol Ave. Easement").

At the Close of Escrow, Escrow Holder shall (i) cause the Grant Deed, the Watershed Easement Agreement, the Tarob Ct. Easement, the 750 E. Capitol Ave. Easement, and the

730 E. Capitol Ave. Easement to be recorded in the Official Records of Santa Clara County, California, and (ii) deliver the Purchase Price to Valley Water.

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

10. SOLE REMEDY FOR FAILURE TO CONVEY

In the event that Valley Water's Grant Deed shall, for any reason, be insufficient to convey fee title to the Property in condition acceptable to City on or before the Closing, City shall have the right to terminate this Agreement, but shall have no other right of action against Valley Water and shall not be entitled to recover any damages from Valley Water, and all Parties hereby shall return to status quo ante. The Close of Escrow shall constitute City's waiver of its right to terminate this Agreement pursuant to this Section 10 or other right of action against Valley Water in regards to failure to convey fee title or other condition of title.

11. AS-IS, ENVIRONMENTAL MATTERS/RELEASE

Except as otherwise set forth in this agreement, City acknowledges and agrees that it is purchasing the Property on an "as-is" basis solely in reliance on: (i) City's inspection of the Property; (ii) City's independent verification of the truth of any documents delivered by Valley Water to City; (iii) City's independent verification of the truth of any statements made by Valley Water to City concerning the Property and its development; (iv) City's due diligence review and inspection of the Property, and (v) the opinions and advice concerning the Property and its further development of consultants engaged by City. City acknowledges that it will undertake a complete and thorough inspection and study of the Property, as City deems necessary and appropriate. Valley Water makes no representations or warranties of any kind whatsoever, express or implied, regarding the Property or the legal or physical condition thereof, including without limitation any zoning regulations or other governmental requirements, the existence of "Hazardous Materials" (as defined in Exhibit F) or other site conditions, or any other matters affecting the use, value or condition of the Property. To the extent that Valley Water has provided to City information or reports regarding the Property, Valley Water makes no representations or warranties with respect to the accuracy or completeness thereof.

12. WAIVER

The City, for itself, its legal representatives and assigns, releases Valley Water, its officers, agents or employees from any and all claims, response costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines charges, penalties and expenses (collectively, "Claims") that City had, now has, or claims to have from the existence of "Hazardous Materials" (as defined in Exhibit F) on the Property before the Effective Date.

City acknowledges that it has read and understood the following statutory language of Civil Code Section 1542:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of

executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Having been so apprised, to the fullest extent permitted by law, City, elects to assume all risk for claims heretofore or hereafter, known or unknown, arising from the subject of this release. The provision of this Section shall survive the Close of Escrow.

13. NON-DISCRIMINATION

The parties to this Agreement shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R Part 21, and 28 C.F.R. Section 50.3.

Further, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this Agreement.

14. 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.

15. ENTIRE AGREEMENT

This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between Valley Water and the City relating to the subject matter hereof. No subsequent agreement, representation, or promise made by either Party hereto, or by or to any employee, officer, agent or representative of either Party shall be of any effect unless it is in writing and executed by the Party to be bound thereby. The terms of this Agreement shall not be modified or amended except by an instrument in writing executed by each of the Parties hereto.

16. EXHIBITS

All exhibits and addenda referred to herein are by such reference 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 A	Property Legal Description
Exhibit B	Grant Deed
Exhibit C	Watershed Easement Agreement
Exhibit D	Tarob Ct. Easement
Exhibit E	750 E. Capitol Ave. Easement
Exhibit F	730 E. Capitol Ave. Easement
Exhibit G	Hazardous Materials

**SIGNATURE PAGE FOR RIGHT OF WAY PURCHASE AGREEMENT
BETWEEN THE CITY OF MILPITAS
AND SANTA CLARA VALLEY WATER DISTRICT**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF MILPITAS

Approved By:

Ned Thomas, City Manager

Date

Approved As To Form:

Christopher Creech, Acting City Attorney

Approved:

Luz Cofresí-Howe
Finance Director/Risk Manager

Approved As To Content:

Christian Di Renzo,
Public Works Director

Santa Clara Valley Water District

Melanie Richardson, P.E.
Interim Chief Executive Officer

Date

Approved As To Form:

E. Ray Ruiz
Assistant District Counsel

EXHIBIT "A"
LEGAL DESCRIPTION
LAND IN FEE

ALL THAT CERTAIN LAND SITUATE IN THE CITY OF MILPITAS, IN SANTA CLARA COUNTY, CALIFORNIA:

BEING A PORTION OF THE PARCEL CONVEYED TO SANTA CLARA COUNTY FLOOD CONTROL AND WATER DISTRICT, IN THAT CERTAIN DOCUMENT RECORDED SEPTEMBER 24, 1969, AS DOCUMENT NUMBER 3689538, SANTA CLARA COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF THE PROPERTY CONVEYED TO "THE HARLOWE, LLC", IN THAT CERTAIN DOCUMENT RECORDED OCTOBER 9, 2024, AS DOCUMENT NUMBER 25709789, SANTA CLARA COUNTY RECORDS, SAID CORNER ALSO BEING ON THE NORTHEASTERLY LINE OF THE SAID DEED TO SANTA CLARA COUNTY FLOOD CONTROL AND WATER DISTRICT (3689538 OR);

THENCE ALONG SAID NORTHEASTERLY LINE OF THE DEED TO SANTA CLARA COUNTY FLOOD CONTROL AND WATER DISTRICT, NORTH 69° 37' 20" WEST, 106.03 FEET, TO THE **POINT OF BEGINNING**.

THENCE RETURNING ALONG SAID NORTHEASTERLY LINE, SOUTH 69° 37' 20" EAST, 215.00 FEET;

THENCE LEAVING SAID NORTHEASTERLY LINE, SOUTH 20° 22' 51" WEST, 88.00 FEET, TO A POINT ON THE SOUTHWESTERLY LINE OF SAID DEED;

THENCE ALONG SAID SOUTHWESTERLY LINE, NORTH 69° 37' 20" WEST, 215.00 FEET;

THENCE LEAVING SAID SOUTHWESTERLY LINE, NORTH 20° 22' 51" EAST, 88.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 18,920 SQUARE FEET OR 0.4343 ACRES OF LAND, MORE OR LESS.

AS SHOWN ON EXHIBIT A1, ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

BASIS OF BEARINGS

THE BEARING OF NORTH 69 37' 20" WEST TAKEN ON THE NORTHERLY LINE OF THE SCVWD PARCEL,

AS SHOWN ON THAT CERTAIN LOT LINE ADJUSTMENT, RECORDED DECEMBER 2, 2016, AS DOCUMENT NUMBER 23516882, SANTA CLARA COUNTY RECORDS, WAS TAKEN AS THE BASIS FOR ALL BEARINGS SHOWN HEREON.

DESCRIPTION PREPARED BY KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.

GARY K. LAMB, P.L.S. 6627

DATE





0 20' 40' 80'
Scale 1" = 40 ft

Real Estate File No.: 4049-17
BASIS OF BEARINGS

THE BEARING OF NORTH 69° 37' 20" WEST TAKEN ON THE NORTHERLY LINE OF THE SCVWD PARCEL, AS SHOWN ON THAT CERTAIN LOT LINE ADJUSTMENT, RECORDED DECEMBER 2, 2016, AS DOCUMENT NUMBER 23516882, SANTA CLARA COUNTY RECORDS, WAS TAKEN AS THE BASIS FOR ALL BEARINGS SHOWN HEREON.

THE HARLOWE LLC
25709789 OR

ANTON
MILPITAS 750 LLC
23625638 OR

NEW PARCEL B
LLA 23516882 OR

POB

POC

LAND IN FEE
18,920± SF 0.4343± AC

CITY OF MILPITAS
6072453 OR

LEGEND

---	PROPERTY LINES
---	SUBJECT PARCEL LINES
---	OTHER EASEMENT LINES
---	BRIDGE, WALLS, CURBS
---	DIMENSION / TIE LINES
AC	ACRES
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
OR	OFFICIAL RECORDS
SF	SQUARE FEET
(T)	TOTAL



250 Cherry Lane, Suite 107, 208
Manteca, CA 95337

Phone: (209) 328-1123
www.kierwright.com

KIER+WRIGHT

EXHIBIT "B"

LAND IN FEE FOR SANTA CLARA
VALLEY WATER DISTRICT

MILPITAS,

CALIFORNIA

DATE	JUNE, 2025
SCALE	1" = 40'
BY	GKL
JOB NO.	A24528
SHEET	1 OF 1

Exhibit "B"
Grant Deed

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: 086-37-018 (portion of)

DOCUMENT NO.: 4049-6.1

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **SANTA CLARA VALLEY WATER DISTRICT**, a Special District, created by the California Legislature, hereinafter "Grantor," does hereby grant the City of Milpitas, a municipal corporation, hereinafter "Grantee", all that real property in the City of Milpitas, County of Santa Clara, State of California, described on Exhibit "A" and shown on Exhibit "A1", both of which are attached hereto (the "Real Property").

Dated this day of , 20

SANTA CLARA VALLEY WATER DISTRICT

By: _____

Melanie Richardson, P.E.
Interim Chief Executive Officer

Attest: Candice Kwok-Smith

By: _____

Clerk, Board of Directors

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))

Exhibit "C"
Watershed Easement Agreement

**RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL
TO:**

City of Milpitas
455 E. Calaveras Boulevard
Milpitas, CA 95035-5479
Attn: City Clerk

THE AREA ABOVE IS RESERVED FOR RECORDER'S USE

APN: 086-37-018 (portion of)

No recording fee pursuant to Government Code Section 27383 and 6103
No Documentary Transfer Tax, pursuant to Revenue & Taxation Code Section 11922

Document No.

WATERSHED EASEMENT AGREEMENT

THIS GRANT OF EASEMENT AGREEMENT ("**Agreement**") is made and entered into as of _____, 2025, by and between the City of Milpitas a municipal Corporation ("**Grantor**"), and Santa Clara Valley Water District, a Special District, created by the California Legislature ("**Grantee**"). The City and Valley Water are collectively referred to as "Parties" and individually as "Party".

RECITALS

A. Grantor is the owner of real property situated in the City of Milpitas, County of Santa Clara, State of California, as more particularly described on **Exhibit A** and depicted on **Exhibit B**, attached hereto and incorporated by reference herein (the "**Easement Area**").

B. Grantee desires an easement for water management and/or stormwater drainage purposes in, upon, over, and across the Easement Area.

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee covenant and agree as follows:

1. **Grant of Easement.** Grantor hereby grants to Grantee a perpetual, non-exclusive easement for water management and stormwater drainage purposes on, over, under, and across the Easement Area. Subject to the terms and conditions of this Agreement. Grantee,

its officers, agents and employees, and persons under control with it shall have the right whenever and wherever to enter upon the described property with personnel and equipment to construct, reconstruct, inspect, maintain, and repair a channel, protection works, and appurtenant structures, together with the right to trim or remove trees or vegetation within the easement area that may constitute a hazard to persons or property or may interfere with the use of the easement for the purposes granted. It also shall include the right to enter upon the property with vehicles, tools, or other methods necessary for the transport of earth, rock, sand, and gravel for construction, maintenance, and/or repair of for the protection of the channel, and appurtenant structures by Grantee, its officers, agents, and employees, and any persons under Grantee's contract and their employees whenever and wherever necessary for flood risk reduction and storm drainage purposes.

2. **Prohibited Activities.** Any activity on or use of the Easement Area inconsistent with the purposes of this Agreement or the law is prohibited.

3. **Right of Access.** In exercising its rights hereunder, Grantee shall not unreasonably interfere with the business or operations of Grantor, and Grantee shall exercise reasonable care in its entry on and use of the Easement Area, and shall be liable for, and shall pay to repair or replace, any damage or destruction of the Easement Area caused by its sole negligence or intentional misconduct.

4. **Permanent Structures.** Buildings, fences, pavement, or trees may not be installed within the Easement Area unless prior written approval is obtained from the other Party. Parties will not grade, construct, install, or remove any above-ground or underground improvements within the Easement Area without written permission from the other Party. To the extent that a Party's improvement does not interfere with the other Party's rights and use of the Easement Area provided under this Easement Agreement, permission will not be unreasonably withheld. Grantor will not be required to obtain permission from Grantee for road maintenance, such as resurfacing or restriping, or other maintenance required for normal operation of the bridge and road.

5. **Maintenance of Facilities and Improvements.** The Grantor is constructing certain improvements as part of the Milpitas Boulevard Extension Project ramps and slopes depicted on Exhibit B to facilitate ingress and egress from the roadway to an existing Valley Water access road running bilaterally adjacent to the creek channel ("Access Improvements"). Grantor, its successors and assigns shall maintain the Access Improvements and maintain the servient property in the condition required to realize the rights and benefits granted to Grantee and described in this Agreement. If Grantee constructs or has constructed improvements on, over, under and across the Easement Area, Grantee shall at its sole cost and expense, maintain and keep such improvements in good order and conditions and will not hinder or block Grantor's access to and across the bridge or other use of its property.

6. **Reservation of Rights.** Grantor reserves the right to grant easements over the Easement Area, provided those grants do not interfere with the rights granted to Grantee herein and easement grantees will be subject to restrictions and covenants provided herein.

7. **Indemnification.** Grantee shall indemnify, defend, and hold harmless Grantor, its City Council, Council members, officers, employees, agents, representatives, and invitees, from and against any action, cause of action, suit, expense, demand, loss, damage, claim, cost, judgment, injury or liability whatsoever, including reasonable attorney's fees (collectively, "Liability"), relating to or resulting from Grantee's improvement of the Easement Area, Grantee's access to and ingress and egress on the Easement Area, and all Grantee's construction, maintenance, and repair activities in the Easement Area. Notwithstanding the foregoing, Grantee shall not be required to indemnify any such parties from Liability caused by the negligence or intentional misconduct of Grantor, its City Council, Council members, employees, agents, representatives, and invitees.

8. **Recordation.** Upon full execution, this Agreement shall be recorded in the Official Records of Santa Clara County, State of California.

9. **Non-Discrimination.** The parties to this Agreement shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R Part 21, and 28 C.F.R. Section 50.3. Further, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this Agreement.

10. **Governing Law.** This Agreement shall be construed and governed in accordance with the laws of the State of California, without regard to principles of conflicts of law.

11. **Counterparts.** This Agreement may be executed on one of more counterpart versions, which, when taken together shall constitute one original version of the Agreement. Photocopies of this Agreement or of execution signatures on this Agreement, or copies made by comparable means (including copies made by facsimile), shall be equivalent to originals.

12. **Amendment.** No amendment, supplement or modification of this Agreement shall be binding unless executed in writing by the parties and recorded in the Official Records of Santa Clara County.

13. **Warrant of Authority.** Each person warrants and guarantees that s/he is legally authorized to execute this Agreement on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this Agreement.

14. **Successors.** This Agreement will inure to the benefit of and be binding on the successors and assigns of both parties.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the date first above written.

GRANTOR:

City of Milpitas,
a Municipal Corporation

By: _____
Name: _____
Title: _____

GRANTEE:

Santa Clara Valley Water District,
a Special District

By: _____
Name: _____
Title: _____

NOTARY ACKNOWLEDGEMENT

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 _____)

On _____, 2022, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

CITY OF MILPITAS

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Agreement to which this Certificate of Acceptance is attached,

from: **CITY OF MILPITAS, a municipal corporation (“Grantor”)**

to: **SANTA CLARA VALLEY WATER DISTRICT, a special district (“Grantee”)**

is accepted by the undersigned office on behalf of Grantee pursuant to authority granted by Grantee’s governing board, and Grantee hereby consents to recordation of said Grant of Easement.

Dated: _____ SANTA CLARA VALLEY WATER DISTRICT,
a special district

By: _____

Name: _____

Title: _____

NOTARY ACKNOWLEDGEMENT

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STATE OF CALIFORNIA)
)
COUNTY OF _____)

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

Exhibit "D"
Tarob Ct. Easement

**RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL
TO:**

City of Milpitas
455 E. Calaveras Boulevard
Milpitas, CA 95035-5479
Attn: City Clerk

THE AREA ABOVE IS RESERVED FOR RECORDER'S USE

APN: 086-36-030
6103

No recording fee pursuant to Government Code Section 27383 and

No Documentary Transfer Tax, pursuant to Revenue & Taxation Code Section 11922

Document No.

**EASEMENT AGREEMENT
1841 TAROB CT**

THIS GRANT OF EASEMENT AGREEMENT ("**Agreement**") is made and entered into as of _____, 2025, by and between the City of Milpitas a municipal Corporation ("**Grantor**"), and Santa Clara Valley Water District, a Special District, created by the California Legislature ("**Grantee**"). The City and Valley Water are collectively referred to as "Parties" and individually as "Party".

RECITALS

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B. Grantee desires an easement for water management and/or stormwater drainage purposes in, upon, over, and across the Easement Area.

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee covenant and agree as follows:

1. **Grant of Easement.** Grantor hereby grants to Grantee a perpetual, non-exclusive easement for water management and stormwater drainage purposes on, over, under, and across the Easement Area. Subject to the terms and conditions of this Agreement. Grantee,

its officers, agents and employees, and persons under control with it shall have the right whenever and wherever to enter upon the described property with personnel and equipment to construct, reconstruct, inspect, maintain, and repair a channel, protection works, and appurtenant structures, together with the right to trim or remove trees or vegetation within the easement area that may constitute a hazard to persons or property or may interfere with the use of the easement for the purposes granted. It also shall include the right to enter upon the property with vehicles, tools, or other methods necessary for the transport of earth, rock, sand, and gravel for construction, maintenance, and/or repair of for the protection of the channel, and appurtenant structures by Grantee, its officers, agents, and employees, and any persons under Grantee's contract and their employees whenever and wherever necessary for flood risk reduction and storm drainage purposes.

2. **Prohibited Activities.** Any activity on or use of the Easement Area inconsistent with the purposes of this Agreement or the law is prohibited.

3. **Right of Access.** In exercising its rights hereunder, Grantee shall not unreasonably interfere with the business or operations of Grantor, and Grantee shall exercise reasonable care in its entry on and use of the Easement Area, and shall be liable for, and shall pay to repair or replace, any damage or destruction of the Easement Area caused by its sole negligence or intentional misconduct.

4. **Permanent Structures.** Buildings, fences, pavement, or trees may not be installed within the Easement Area unless prior written approval is obtained from the other Party. Parties will not grade, construct, install, or remove any above-ground or underground improvements within the Easement Area without written permission from the other Party. To the extent that a Party's improvement does not interfere with the other Party's rights and use of the Easement Area provided under this Easement Agreement, permission will not be unreasonably withheld. Grantor will not be required to obtain permission from Grantee for road maintenance, such as resurfacing or restriping, or other maintenance required for normal operation of the bridge and road.

5. **Maintenance of Facilities and Improvements.** Grantor shall, at its sole cost and expense, maintain and keep any improvements or facilities it constructs within the Easement Area in good order and condition. In particular, the Grantor is constructing certain improvements as part of the Milpitas Boulevard Extension Project, including the ramps and slopes depicted on Exhibit B ("Access Improvements"). Grantor, its successors and assigns shall maintain the Access Improvements and maintain the servient property in the condition required to realize the rights and benefits granted to Grantee and described in this Agreement. If Grantor intends to transfer fee ownership of the servient property after execution and recordation of this Easement Agreement, Grantor agrees to grant Grantee a perpetual, non-exclusive easement for water management and stormwater drainage purposes on, over, under, and across the area adjacent to this Easement Area as depicted on Exhibit B.

If Grantee constructs or has constructed improvements on, over, under and across the Easement Area, Grantee shall at its sole cost and expense, maintain and keep such improvements in good order and conditions and will not hinder or block Grantor's access to and across the bridge or other use of its property.

6. **Reservation of Rights.** Grantor reserves the right to grant easements over the Easement Area, provided those grants do not interfere with the rights granted to Grantee herein and easement grantees will be subject to restrictions and covenants provided herein.

7. **Restrictions on Development and Use.** The property situated at 1841 Tarob Court ("Burdened Property") is subject to a Covenant and Environmental Restriction on Property, for the benefit of the California Regional Water Quality Control Board ("Water Board") filed for record on November 2, 2020 in the Office of the Recorder, Santa Clara County ("Environmental Restriction"). Notwithstanding anything to the contrary contained in this Agreement, Grantee's use of the Burdened Property shall be limited to use as roadway right-of-way, unless authorized in writing by the Water Board as provided in the Environmental Restriction. All of Grantee's use and development of the Burdened Property shall be in compliance with the terms of the Environmental Restriction, including, as identified therein, the Risk Management Plan for 1841 Tarob Court dated April 10, 2020.

8. **Indemnification.** Grantee shall indemnify, defend, and hold harmless Grantor, its City Council, Council members, officers, employees, agents, representatives, and invitees, from and against any action, cause of action, suit, expense, demand, loss, damage, claim, cost, judgment, injury or liability whatsoever, including reasonable attorney's fees (collectively, "Liability"), relating to or resulting from Grantee's use of the Access Improvements, improvement of the Easement Area, Grantee's access to and ingress and egress on the Easement Area, and all Grantee's construction, maintenance, and repair activities in the Easement Area. Notwithstanding the foregoing, Grantee shall not be required to indemnify any such parties from Liability caused by the negligence or intentional misconduct of Grantor, its City Council, Council members, employees, agents, representatives, and invitees.

9. **Recordation.** Upon full execution, this Agreement shall be recorded in the Official Records of Santa Clara County, State of California.

10. **Non-Discrimination.** The parties to this Agreement shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R Part 21, and 28 C.F.R. Section 50.3. Further, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this Agreement.

11. **Governing Law.** This Agreement shall be construed and governed in accordance with the laws of the State of California, without regard to principles of conflicts of law.

12. **Counterparts.** This Agreement may be executed on one of more counterpart versions, which, when taken together shall constitute one original version of the Agreement. Photocopies of this Agreement or of execution signatures on this Agreement, or copies made by comparable means (including copies made by facsimile), shall be equivalent to originals.

13. **Amendment.** No amendment, supplement or modification of this Agreement shall be binding unless executed in writing by the parties and recorded in the Official Records of Santa Clara County.

14. **Warrant of Authority.** Each person warrants and guarantees that s/he is legally authorized to execute this Agreement on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this Agreement.

15. **Successors.** This Agreement will inure to the benefit of and be binding on the successors and assigns of both parties.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the date first above written.

GRANTOR:

City of Milpitas,
a Municipal Corporation

By: _____
Name: _____
Title: _____

GRANTEE:

Santa Clara Valley Water District,
a Special District

By: _____
Name: _____
Title: _____

NOTARY ACKNOWLEDGEMENT

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 _____)

On _____, 2022, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

CITY OF MILPITAS

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Agreement to which this Certificate of Acceptance is attached,

from: **CITY OF MILPITAS, a municipal corporation (“Grantor”)**

to: **SANTA CLARA VALLEY WATER DISTRICT, a special district (“Grantee”)**

is accepted by the undersigned office on behalf of Grantee pursuant to authority granted by Grantee’s governing board, and Grantee hereby consents to recordation of said Grant of Easement.

Dated: _____ SANTA CLARA VALLEY WATER DISTRICT,
a special district

By: _____

Name: _____

Title: _____

NOTARY ACKNOWLEDGEMENT

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 _____)

On _____, 2025, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

Exhibit "E"
750 E. Capitol Ave. Easement

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL 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

EASEMENT AGREEMENT

Record without fee under California Government Code Section 6103

This Easement Agreement ("**Agreement**") dated for reference purposes only as August __, 2025, is entered into by and between **ANTON MILPITAS, LLC**, a Delaware limited liability company ("**Grantor**"), and **SANTA CLARA VALLEY WATER DISTRICT**, a Special District ("**Grantee**"). Grantor and Grantee are collectively referred to as "**Parties**" and individually and interchangeably as "**Party**."

Recitals

A. Grantor is the owner of that certain real property and improvements commonly known as 750 E Capitol Avenue, Milpitas, California, as more particularly described in the legal description attached hereto as Exhibit A and incorporated herein by this reference ("**Grantor's Property**").

B. Grantor anticipates that the City of Milpitas ("City") will be extending S. Milpitas Boulevard and constructing a bridgeway across the Penitencia East Channel (collectively, with other improvements, the "**Improvements**"), a portion of which will be extending through an access road (the "**Access Road**") currently used by Grantee to monitor, maintain and repair the Penitencia East Channel.

C. Grantor wishes to grant to Grantee and Grantee wish to accept from Grantor an easement for water management and/ or storm water drainage purposes over the portion of Grantor's Property more particularly described in Exhibit B attached to this Agreement and incorporated herein by reference (the "**Easement Area**").

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

Agreement

1. Grant of Easement. Subject to the terms and conditions of this Agreement, Grantor hereby grants to Grantee a perpetual, non-exclusive easement for water management and stormwater drainage purposes on, over, under, and across the Easement Area. Grantee, its officers, agents and employees, and persons under control with it shall have the right to enter upon the Easement Area with personnel and equipment to construct, reconstruct, inspect, maintain, and repair a channel, protection works, and appurtenant structures, together with the right to trim or remove trees or vegetation within the Easement Area that may constitute a hazard to persons or property or may interfere with the use of the Easement Area for the purposes granted. Grantee shall also have the right to enter upon the Easement Area with vehicles, tools, or other methods necessary for the transport of earth, rock, sand, and gravel for construction, maintenance, and/or repair of for the protection of the channel, and appurtenant structures by Grantee and any persons under Grantee's control and their employees for flood risk reduction and storm drainage purposes.

2. Maintenance and Repair. If Grantee constructs improvements on, over, under and across the Easement Area, Grantee shall at its sole cost and expense, maintain and keep such improvements in good order and conditions.

3. Insurance. Grantee, at Grantee's sole cost and expense, shall purchase (or cause to be purchased) and maintain in-effect, with respect Grantee's use and improvement of the Easement Area, policies of property and liability insurance in amounts customary for similar projects in the area of the Grantor's Property. Self-insurance pursuant to Government Code sections 990, et seq. is sufficient for this purpose.

4. Relief from Obligations. It is intended that this Agreement and obligations contained in this Agreement run with the land and shall be personally binding on Grantor only with respect to the obligations that are to be performed during such Grantor's ownership of the Easement Area. Subsequent owners of the Easement Area shall be substituted as Grantor under this Agreement.

5. Remedies Cumulative. In the event of a breach or attempted or threatened breach of any part of this Agreement by Grantee, Grantor shall be entitled forthwith to full and adequate relief by injunction and all other available legal and equitable remedies. The remedies permitted at law or equity to Grantor specified herein shall be cumulative.

6. Construction. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if all Parties had prepared the same.

7. Entire Agreement. This Agreement (including all Exhibits attached hereto) is the final expression of, and contains the entire agreement between, the Parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented, superseded, canceled or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the Party to be charged.

8. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the Parties to create the relationship of principal and agent, a partnership, joint venture or any other association between the Parties.

9. Governing Law. The Parties hereto acknowledge that this Agreement has been negotiated and entered into in the State of California. The Parties hereto expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

IN WITNESS WHEREOF, Grantor and Grantee have agreed to execute this Agreement as of the dates set forth below.

GRANTOR:

ANTON MILPITAS 750, LLC, a Delaware
limited liability company

By Blackhorse Company, LLC
a California limited liability company
its manager

By: _____

Its: _____

Date: _____

GRANTEE:

**SANTA CLARA VALLEY WATER
DISTRICT**, a Special District, created by the
California Legislature

By: _____

Its: _____

Date: _____

EXHIBIT A

Grantor's Property

Real property in the City of Milpitas, County of Santa Clara, State of California, described as follows:

PARCEL ONE:

"NEW PARCEL B" AS DESCRIBED IN THE CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT RECORDED DECEMBER 2, 2016 AS INSTRUMENT NO. 23516882 OF OFFICIAL RECORDS AS FOLLOWS:

"BEING A PORTION OF PARCEL A AND A PORTION OF PARCEL B, AS SAID PARCEL A AND PARCEL B ARE SHOWN AND SO DESIGNATED ON THAT CERTAIN PARCEL MAP, FILED JULY 10, 1978 IN BOOK 422 OF MAPS, PAGE 9, IN THE OFFICE OF THE COUNTY RECORDER OF SANTA CLARA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL A, SAID CORNER BEING COMMON WITH THE SOUTHEAST CORNER OF PARCEL TWO OF LOT LINE ADJUSTMENT 2015-004 RECORDED BY GRANT DEED, OCTOBER 8, 2015 IN DOCUMENT NO. 23102251, IN THE OFFICE OF THE COUNTY RECORDER OF SANTA CLARA;

THENCE, ALONG THE SOUTHERN LINE OF SAID PARCEL A THE FOLLOWING TWO (2) COURSES:

1) SOUTH $B3^{\circ}41'53''$ EAST 12.95 FEET (THE BEARING OF SAID SOUTHERN LINE BEING TAKEN AS SOUTH $83^{\circ}41'53''$ EAST FOR THE PURPOSE OF MAKING THIS DESCRIPTION), AND

2) SOUTH $59^{\circ}37'20''$ EAST 193.51 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, LEAVING SAID SOUTHERN LINE, NORTH $19^{\circ}14'32''$ EAST 71.16 FEET;

THENCE, ALONG THE ARC OF A TANGENT 250.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF $12^{\circ}32'24''$, AN ARC DISTANCE OF 54.72 FEET;

THENCE, NORTH $31^{\circ}46'56''$ EAST 166.52 FEET;

THENCE, ALONG THE ARC OF A TANGENT 272.00 FOOT RADIUS CURVE TO THE A LEFT, THROUGH A CENTRAL ANGLE OF $13^{\circ}10'14''$, AN ARC DISTANCE OF 62.52 FEET;

THENCE, ALONG THE ARC OF A TANGENT, REVERSE 272.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 13°10'23", AN ARC DISTANCE OF 62.54 FEET;

THENCE, NORTH 31°47'05" EAST 41.42 FEET TO A POINT ON THE SOUTHWESTERN LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE GRANT DEED RECORDED AUGUST 12, 2002 AS DOCUMENT NO. 16415211, OFFICIAL RECORDS OF SANTA CLARA COUNTY;

THENCE, ALONG SAID SOUTHWESTERN LINE AND CONTINUING ON THE SOUTHWESTERN LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE GRANT DEED RECORDED JANUARY 13, 2003 AS DOCUMENT NO. 16745405, OFFICIAL RECORDS OF SANTA CLARA COUNTY, SOUTH 58°25'33" EAST 403.58 FEET TO A POINT ON THE SOUTHWESTERN LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE GRANT DEED RECORDED MARCH 3, 2000 AS DOCUMENT NO. 15169616, OFFICIAL RECORDS OF SANTA CLARA COUNTY;

THENCE, ALONG SAID SOUTHWESTERN LINE, ALONG THE ARC OF A NON-TANGENT 2,950.16 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 31°50'48" WEST, THROUGH A CENTRAL ANGLE OF 01°00'15", AN ARC DISTANCE OF 51.70 FEET TO THE NORTHEASTERN LINE OF SAID PARCEL B;

THENCE, ALONG SAID NORTHEASTERN LINE, SOUTH 23°01'35" EAST 612.89 FEET TO THE NORTHEASTERN LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE GRANT DEED RECORDED SEPTEMBER 22, 1981 IN BOOK G348, PAGE 358, OFFICIAL RECORDS OF SANTA CLARA COUNTY;

THENCE, ALONG LAST SAID NORTHEASTERN LINE, ALONG THE ARC OF A NON-TANGENT 366.89 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 59°06'09" WEST, THROUGH A CENTRAL ANGLE OF 3B°43'29", AN ARC DISTANCE OF 247.97 FEET;

THENCE, ALONG THE NORTHERN LINE OF LAST SAID PARCEL, BEING THE SOUTHERN LINE OF SAID PARCEL B AND PARCEL A, NORTH 69°37'20" WEST 693.17 FEET TO SAID POINT OF BEGINNING."

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT FOR THE PURPOSES OF CONSTRUCTING AND MAINTAINING AN UNDERGROUND STORM DRAIN, AS DESCRIBED IN THAT CERTAIN EASEMENT AGREEMENT RECORDED JULY 24, 1981 IN BOOK G233, PAGE 161, OFFICIAL RECORDS OF SANTA CLARA COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHERLY MOST 10' OF PARCEL A AS SHOWN ON THE LOT LINE ADJUSTMENT PLAT PREPARED BY MICHAEL J. MAJORS, CIVIL ENGINEERS, AND DATED SEPTEMBER 28, 1979, A COPY OF WHICH IS ATTACHED TO SAID EASEMENT AGREEMENT AS EXHIBIT A AND MADE A PART THEREOF, AND A COPY OF WHICH HAS BEEN RECORDED IN BOOK F363 OF MAPS AT PAGE 444, SANTA CLARA COUNTY RECORDS, MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF MILPITAS, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, BEGINNING AT A PIN SET ON THE SOUTHWESTERLY CORNER OF PARCEL A SHOWN ON SAID LOT LINE ADJUSTMENT PLAT;

THENCE SOUTH 83° 42' 58" EAST A DISTANCE OF 12.00 FEET TO A PIN;
THENCE SOUTH 69° 36' 42" EAST A DISTANCE OF 306.13 FEET TO A PIN;
THENCE NORTH 31° 47' 34" EAST A DISTANCE OF 10.20 FEET TO A POINT;
THENCE NORTH 69° 36' 42" WEST A DISTANCE OF 322.94 FEET TO A POINT ON THE WEST LINE OF PARCEL A;
THENCE SOUTH 6° 25' 50" WEST A DISTANCE OF 13.31 FEET TO THE PIN MARKING THE POINT OF BEGINNING.

PARCEL THREE:

A TEMPORARY EASEMENT FOR PURPOSES OF INSTALLING, MAINTAINING AND REPAIRING THE STORM DRAIN TO BE CONSTRUCTED, OVER THE FOLLOWING DESCRIBED PROPERTY:

THE NORTHERLY 10.30 FEET OF THE SOUTHERLY MOST 20 FEET OF PARCEL A AS SHOWN ON THE LOT LINE ADJUSTMENT PLAT PREPARED BY MICHAEL J. MAJORS, CIVIL ENGINEERS, AND DATED SEPTEMBER 28, 1979, A COPY OF WHICH IS ATTACHED TO SAID EASEMENT AGREEMENT AS EXHIBIT A AND MADE A PART THEREOF, AND A COPY OF WHICH HAS BEEN RECORDED IN BOOK F363 OF MAPS AT PAGE 444, SANTA CLARA COUNTY RECORDS, MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF MILPITAS, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, COMMENCING AT A PIN SET ON THE SOUTHWESTERLY CORNER OF PARCEL A SHOWN ON SAID LOT LINE ADJUSTMENT PLAT;

THENCE NORTH 6° 25' 50" EAST A DISTANCE OF 13.31 FEET TO A POINT;
THENCE SOUTH 69° 36' 42" EAST A DISTANCE OF 322.94 FEET TO A POINT;
THENCE NORTH 31° 47' 34" EAST A DISTANCE OF 10.20 FEET TO A POINT;
THENCE NORTH 69° 36' 42" WEST A DISTANCE OF 327.41 FEET TO A POINT ON THE WEST LINE OF PARCEL A;
THENCE SOUTH 6° 25' 50" WEST A DISTANCE OF 10.30 FEET TO THE POINT OF BEGINNING.

APN: 086-37-040

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)
NOTARY PUBLIC

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)
NOTARY PUBLIC

Exhibit "F"
730 E. Capitol Ave. Easement

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL 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

EASEMENT AGREEMENT

Record without fee under California Government Code Section 6103

This Easement Agreement ("**Agreement**") dated for reference purposes only as August __, 2025, is entered into by and between **THE HARLOWE LLC**, a Delaware limited liability company ("**Grantor**"), and **SANTA CLARA VALLEY WATER DISTRICT**, a Special District ("**Grantee**"). Grantor and Grantee are collectively referred to as "**Parties**" and individually and interchangeably as "**Party**."

Recitals

D. Grantor is the owner of that certain real property and improvements commonly known as 750 E Capitol Avenue, Milpitas, California, as more particularly described in the legal description attached hereto as Exhibit A and incorporated herein by this reference ("**Grantor's Property**").

E. Grantor anticipates that the City of Milpitas ("City") will be extending S. Milpitas Boulevard and constructing a bridgeway across the Penitencia East Channel (collectively, with other improvements, the "**Improvements**"), a portion of which will be extending through an access road (the "**Access Road**") currently used by Grantee to monitor, maintain and repair the Penitencia East Channel.

F. Grantor wishes to grant to Grantee and Grantee wish to accept from Grantor an easement for water management and/ or storm water drainage purposes over the portion of Grantor's Property more particularly described in Exhibit B attached to this Agreement and incorporated herein by reference (the "**Easement Area**").

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

Agreement

10. **Grant of Easement.** Subject to the terms and conditions of this Agreement, Grantor hereby grants to Grantee a perpetual, non-exclusive easement for water management and stormwater drainage purposes on, over, under, and across the Easement Area. Grantee, its officers, agents and employees, and persons under control with it shall have the right to enter upon the Easement Area with personnel and equipment to construct, reconstruct, inspect, maintain, and repair a channel, protection works, and appurtenant structures, together with the right to trim or remove trees or vegetation within the Easement Area that may constitute a hazard to persons or property or may interfere with the use of the Easement Area for the purposes granted. Grantee shall also have the right to enter upon the Easement Area with vehicles, tools, or other methods necessary for the transport of earth, rock, sand, and gravel for construction, maintenance, and/or repair of for the protection of the channel, and appurtenant structures by Grantee and any persons under Grantee's control and their employees for flood risk reduction and storm drainage purposes.

11. **Maintenance and Repair.** If Grantee constructs improvements on, over, under and across the Easement Area, Grantee shall at its sole cost and expense, maintain and keep such improvements in good order and conditions.

12. **Insurance.** Grantee, at Grantee's sole cost and expense, shall purchase (or cause to be purchased) and maintain in-effect, with respect Grantee's use and improvement of the Easement Area, policies of property and liability insurance in amounts customary for similar projects in the area of the Grantor's Property. Self-insurance pursuant to Government Code sections 990, et seq. is sufficient for this purpose.

13. **Relief from Obligations.** It is intended that this Agreement and obligations contained in this Agreement run with the land and shall be personally binding on Grantor only with respect to the obligations that are to be performed during such Grantor's ownership of the Easement Area. Subsequent owners of the Easement Area shall be substituted as Grantor under this Agreement.

14. **Remedies Cumulative.** In the event of a breach or attempted or threatened breach of any part of this Agreement by Grantee, Grantor shall be entitled forthwith to full and adequate relief by injunction and all other available legal and equitable remedies. The remedies permitted at law or equity to Grantor specified herein shall be cumulative.

15. **Construction.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if all Parties had prepared the same.

16. **Entire Agreement.** This Agreement (including all Exhibits attached hereto) is the final expression of, and contains the entire agreement between, the Parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented, superseded, canceled or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the Party to be charged.

17. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the Parties to create the relationship of principal and agent, a partnership, joint venture or any other association between the Parties.

18. Governing Law. The Parties hereto acknowledge that this Agreement has been negotiated and entered into in the State of California. The Parties hereto expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

IN WITNESS WHEREOF, Grantor and Grantee have agreed to execute this Agreement as of the dates set forth below.

GRANTOR:

THE HARLOWE LLC, a Delaware limited liability company

By: _____

Its: _____

Date: _____

GRANTEE:

SANTA CLARA VALLEY WATER DISTRICT, a Special District, created by the California Legislature

By: _____

Its: _____

Date: _____

EXHIBIT A

Grantor's Property

Real property in the City of Milpitas, County of Santa Clara, State of California, described as follows:

NEW PARCEL A AS SHOWN ON CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT, AS EVIDENCED BY DOCUMENT RECORDED DECEMBER 02, 2016 AS INSTRUMENT NO. 23516882 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL A, AS SAID PARCEL A IS SHOWN AND SO DESIGNATED ON THAT CERTAIN PARCEL MAP, FILED JULY 10, 1978 IN BOOK 422 OF MAPS, PAGE 9, IN THE OFFICE OF THE COUNTY RECORDER OF SANTA CLARA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL A, SAID CORNER BEING COMMON WITH THE SOUTHEAST CORNER OF PARCEL TWO OF LOT LINE ADJUSTMENT 2015-004 RECORDED BY GRANT DEED, OCTOBER 8, 2015, IN DOCUMENT NO. 23102251 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SANTA CLARA;

THENCE, ALONG THE EASTERLY LINE OF SAID PARCEL TWO AND PARCEL ONE OF SAID LOT LINE ADJUSTMENT 2015-004, NORTH 06°19'59" EAST 555.77 FEET TO THE SOUTHWESTERN LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE GRANT DEED RECORDED MARCH 16, 2000 AS DOCUMENT NO. 15181681, OF OFFICIAL RECORDS OF SANTA CLARA COUNTY;

THENCE, ALONG SAID SOUTHWESTERN LINE THE FOLLOWING FIVE (5) COURSES:

- 1) SOUTH 58°09'12" EAST 234.36 FEET,
- 2) SOUTH 52°26'34" EAST 20.10 FEET,
- 3) SOUTH 31°50'48" WEST 2.00 FEET,
- 4) SOUTH 58°09'12" EAST 55.90 FEET, AND
- 5) NORTH 31°50'48" EAST 2.03 FEET TO A POINT ON THE SOUTHWESTERN LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE GRANT DEED RECORDED AUGUST 12, 2002 AS DOCUMENT NO. 16415211, OF OFFICIAL RECORDS OF SANTA CLARA COUNTY;

THENCE, ALONG LAST SAID SOUTHWESTERN LINE THE FOLLOWING TWO (2) COURSES:

- 1) SOUTH 57°51'16" EAST 39.68 FEET, AND
- 2) SOUTH 58°25'33" EAST 54.53 FEET;

THENCE, LEAVING SAID SOUTHWESTERN LINE, SOUTH 31°47'05" WEST 41.42 FEET;

THENCE, ALONG THE ARC OF A TANGENT 272.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 13°10'23", AN ARC DISTANCE OF 62.54 FEET;

THENCE, ALONG THE ARC OF A TANGENT, REVERSE 272.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 13°10'14", AN ARC DISTANCE OF 62.52

FEET;

THENCE, SOUTH $31^{\circ}46'56''$ WEST 166.52 FEET;

THENCE, ALONG THE ARC OF A TANGENT 250.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF $12^{\circ}32'24''$, AN ARC DISTANCE OF 54.72 FEET;

THENCE, SOUTH $19^{\circ}14'32''$ WEST 71.16 FEET TO THE SOUTHERN LINE OF SAID PARCEL A;

THENCE, ALONG THE SOUTHERN LINE OF SAID PARCEL A THE FOLLOWING TWO (2) COURSES:

1) NORTH $69^{\circ}37'20''$ WEST 193.51 FEET, AND

2) NORTH $83^{\circ}41'53''$ WEST 12.95 FEET TO SAID POINT OF BEGINNING.

APN: 086-37-039

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)
NOTARY PUBLIC

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)
NOTARY PUBLIC

Exhibit "G"
Hazardous Materials

For the purpose of this Agreement, "**Hazardous Materials**" shall mean any and all: (a) substances, products, by-products, waste, or other materials of any nature or kind whatsoever which is or becomes listed, regulated or addressed under any Environmental Laws; (b) materials, substances, products, by-products, waste, or other materials of any nature or kind whatsoever whose presence in and of itself or in combination with other materials, substances, products, by-products, or waste may give rise to liability under any Environmental Law or any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, strict or absolute liability or under any reported decisions of any state or federal court; and, (c) substances, products, by-products, wastes or other materials which may be hazardous or harmful to the air, water, soil, environment or affect industrial hygiene, occupational, health, safety and/or general welfare conditions, including without limitation, petroleum and/or asbestos materials, products, by-products, or waste.

For the purposes of this Agreement, "**Environmental Laws**" shall mean and include all federal, state, and local laws, statutes, ordinances, regulations, resolutions, decrees, and/or rules now or hereinafter in effect, as may be amended from time to time, and all implementing regulations, directives, orders, guidelines, and federal or state court decisions, interpreting, relating to, regulating or imposing liability (including, but not limited to, response, removal, remediation and damage costs) or standards of conduct or performance relating to industrial hygiene, occupational, health, and/or safety conditions, environmental conditions, or exposure to, contamination by, or clean-up of, any and all Hazardous Materials, including without limitation, all federal or state superlien or environmental clean-up.

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