

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

RESOLUTION NO. 16 -

**AUTHORIZING CONVEYANCE OF REAL PROPERTY INTEREST TO THE CITY OF
CAMPBELL**

WHEREAS, the Santa Clara Valley Water District (District) owns the property where Harriet Avenue crosses San Tomas Creek in the City of Campbell (City);

WHEREAS, during review of the City's proposed work to improve Harriet Avenue where it crosses San Tomas Creek, District staff determined that the City does not have land rights for the public street where it crosses District lands;

WHEREAS, in 1972 the District and City entered into a reimbursement agreement (Exhibit 1), hereafter the "1972 Agreement," for the construction of the channel and bridge improvements wherein the parties agreed that permanent land rights necessary to provide the City with ownership of the bridge/public street and to operate and maintain the same would be granted to the City at no cost;

WHEREAS, the permanent land rights were never transferred as per the 1972 Agreement;

WHEREAS, the District and City have agreed that the land rights are still necessary for the public street and should be transferred as originally agreed upon;

WHEREAS, the underlying fee interest is not necessary to be retained by the District in order to operate and manage San Tomas Creek;

WHEREAS, the conveyance will reserve easement rights to the District for water management and storm drainage purposes; and

WHEREAS, Section 31 of the District Act states the Board may by a majority vote sell, lease or otherwise transfer to any city within the District any real property or interest therein belonging to the District upon the terms and conditions that are agreed upon.

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

1. The recitals set forth above are incorporated herein by this reference.
2. The District real property interest described in the attached Quitclaim Deed 2019-101.2 (Exhibit 2) is no longer to be retained for District purposes because it is not required for the operation and water management of San Tomas Creek and the District has reserved the necessary easement rights for water management and storm drainage purposes.
3. Pursuant to the terms of the 1972 Agreement between the City and the District, the Interim Chief Executive Officer is hereby authorized to execute and deliver the Quitclaim Deed 2019-101.2.
4. All exhibits referenced in this resolution are made a part hereof.

PASSED AND ADOPTED by the Board of Directors of Santa Clara Valley Water District by the following vote on September 27, 2016:

AYES: Directors

NOES: Directors

ABSENT: Directors

ABSTAIN: Directors

SANTA CLARA VALLEY WATER DISTRICT

By: _____

BARBARA KEEGAN
Chair/Board of Directors

ATTEST: MICHELE L. KING, CMC

Clerk/Board of Directors

Exhibit 1

AGREEMENT

MAR 21 1972

SANTA CLARA COUNTY FLOOD CONTROL AND WATER DISTRICT, a public district duly organized and existing under the laws of the State of California, hereinafter called "District", and

CITY OF CAMPBELL, a municipal corporation of the State of California, hereinafter called "City",

AGREE AS FOLLOWS:

Recitals:

(a) District is engaged at the date hereof in preparation of plans and specifications for the improvement of San Tomas Aquino Creek in the reach of said watercourse between Rincon Avenue and McCoy Avenue, such plans principally including a concrete lined trapezoidal channel with reinforced concrete box culverts at street crossings.

(b) It is the intention of City to abandon its existing San Tomas Aquino Road crossing and to construct or to secure construction of a replacement thereto consisting of a box culvert at the extension of Harriet Avenue. It is further the desire of City that a new box culvert planned at McCoy Avenue shall meet its criteria for such a structure.

(c) It is deemed by the parties to be most economical and in the interest of each and in the public interest that all possible elements of the work of improvement upon said reach of

Exhibit 1

San Tomas Aquino Creek planned by the parties be performed as a part of the work to be done by District.

Agreement:

FIRST: District will prepare construction plans and specifications for the improvement of San Tomas Aquino Creek from Rincon Avenue to McCoy Avenue specifically including the following items of work:

- (a) Demolition of existing San Tomas Aquino Road bridge.
- (b) New double 9' x 12' Harriet Avenue box culvert including headwalls.
- (c) Transitions into and out of new Harriet Avenue box culvert.
- (d) New channel lining to be placed at the location of the San Tomas Aquino Road bridge.
- (e) Demolition of existing crossing at McCoy Avenue.
- (f) Construction of a culvert in McCoy Avenue which will provide two 14' lanes for traffic and one 7' sidewalk on the upstream end of the culvert.

SECOND: District will secure construction proposals for the subject reach of San Tomas Aquino Creek and will in its invitation for such proposals identify the cost of demolition of the existing San Tomas Aquino Road bridge and the existing McCoy Avenue crossing structure as lump sum items and will secure unit

Exhibit 1

prices for all other items of such work.'

THIRD: Upon receipt of proposals to do the work District will provide City with a copy of the proposal District intends to accept. Within fifteen (15) days of receipt of such copy City will advise District in writing of its approval or disapproval thereof.

FOURTH: If City shall have approved said proposal City shall upon awarding of the contract by District pay to District as hereinafter noted the sums found by reference to actual contract lump sum or unit costs for the items hereinafter specified:

(a) Demolition of existing San Tomas Aquino Road bridge at lump sum amount bid.

(b) Construction of new double 9' x 12' Harriet Avenue box culvert including headwalls at unit cost bid times 188 cubic yards of structural concrete.

(c) Transitions into and out of the new Harriet Avenue box culvert at the unit cost bid times 55 cubic yards of structural concrete.

(d) New channel lining to be placed at the location of the San Tomas Road bridge at the unit cost bid times 71 cubic yards of structural concrete.

(e) 3-1/3 feet of a double 9' x 12' box culvert at McCoy Avenue at the unit bid price for construction of such culvert

Exhibit 1

times 9 cubic yards of structural concrete.

The payment of the above sums so due from City to District shall be made promptly upon award of said contract unless such award is made prior to August 1, 1972, in which latter event payment shall be made on August 1, 1972.

FIFTH: If City shall have approved said proposal the contract to be awarded by District shall contain a requirement that the contractor shall take out and maintain until completion and acceptance of the work the subject of such contract a separate policy or policies of liability insurance which shall name, together with such other assureds as District may require, the City of Campbell, its officers and employees as insureds.

SIXTH: In reduction of any payments due from City to District hereunder City shall be entitled to the following credits:

(a) Channel lining which by reason hereof will not be needed at the location of the new Harriet Avenue box culvert at unit bid price for channel lining times 76 cubic yards of structural concrete.

(b) Transition into and out of existing San Tomas Aquino Road bridge which by reason hereof will not be required at unit bid price for transitions times 133 cubic yards of structural concrete.

(c) Other modifications to the existing San Tomas Aquino Road bridge which by reason hereof will not now be required at the agreed to sum of \$900.00.

Exhibit 1

(d) Channel lining at the McCoy Avenue crossing which by reason hereof will not now be required at the unit bid price for channel lining times 2.5 cubic yards of structural concrete.

SEVENTH: City will at its sole cost secure the relocation of utilities presently supported on the San Tomas Aquino Road bridge.

EIGHTH: City will secure the timely construction of Harriet Avenue extension to the end that traffic can be diverted thereto from the existing San Tomas Aquino Road bridge on or before September 1, 1972.

NINTH: Any necessary title to permanent right-of-way for the maintenance of City street crossings, proposed to be constructed hereunder and which are owned by District shall be granted to City without cost. City will grant to District without cost such necessary temporary construction easements as may be required for the work contemplated hereby. It is understood that District does not intend to accept responsibility for the maintenance of the structural integrity of the crossings proposed to be constructed hereunder following the conveyance of the same together with a right-of-way for their maintenance to City; it being understood that any grant by District to City of such right-of-way shall include the right to reconstruct, operate and maintain, including foundations, footings, wingwalls and appurtenances, the subject crossings.

Exhibit 1

TENTH: Any and all notices required to be given hereunder shall be deemed to have been delivered upon deposit in the United States mail postage prepaid addressed to either of the parties at the address hereunder specified:

City: City of Campbell
75 North Central Avenue
Campbell, California 95128

District: Santa Clara County Flood Control
and Water District
516 East Martha Street
San Jose, California 95112

ELEVENTH: This agreement and all the terms, covenants and conditions thereof shall apply to and bind the successors and assigns of the respective parties hereto.

WITNESS THE EXECUTION HEREOF the day and year first above written.

CITY OF CAMPBELL, a municipal
corporation,

ATTEST:

By


Mayor

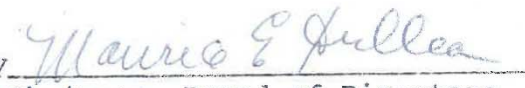

City Clerk

SANTA CLARA COUNTY FLOOD CONTROL
AND WATER DISTRICT

ATTEST:

VIOLET V. ENANDER

By


Chairman, Board of Directors
MAR 21 1972


Clerk, Board of Directors

Exhibit 1

RESOLUTION NO. 3249

BEING A RESOLUTION AUTHORIZING EXECUTION OF
AGREEMENT WITH SANTA CLARA COUNTY FLOOD
CONTROL AND WATER DISTRICT.

BE IT RESOLVED, by the City Council of the City of Campbell
that the Mayor and Clerk be, and they are hereby authorized,
empowered and directed for and on behalf of said City, to enter
into and execute with Santa Clara County Flood Control and Water
District, a public district, that certain Agreement which relates
to cost sharing for culvert construction at Harriet and McCoy
Avenues and removal of the existing San Tomas Aquino Road culvert
on San Tomas Aquino Creek.

PASSED AND ADOPTED this 24th day of January, 1972,
by the following roll call vote:

AYES: Councilmen: CHAMBERLIN, PODGORSEK, ROGERS, SMEED, DOETSCH

NOES: Councilmen: NONE

ABSENT: Councilmen: NONE

APPROVED:

Robert J. Chamberlin
Mayor

ATTEST:

Barbara J. Chamberlin
City Clerk

THE FORWARDED DOCUMENT IS A TRUE
AND CORRECT COPY OF THE ORIGINAL ON
FILE IN THIS OFFICE.

ATTEST: *Barbara J. Chamberlin*
CITY CLERK

BY *Barbara J. Chamberlin*
DATED 2-2-72

Exhibit 2

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: 403-53-103 (Portion)

DOCUMENT NO.: 2019-101.2

QUITCLAIM DEED

SANTA CLARA VALLEY WATER DISTRICT, a Special District, created by the California Legislature (District), hereinafter "Grantor," does hereby release and quitclaim to the **CITY OF CAMPBELL**, a Municipal Corporation (City), all that real property in the City of Campbell, County of Santa Clara, State of California, described as:

EXHIBIT "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF.

RESERVING an easement for water management and/or storm water drainage purposes in, upon, over, and across Transfer Parcel as shown on Exhibit B. Easement area shall be kept clear of any type of building, fences, trees or structure, except for the existing culvert, or activities including, but are not limited to, excavation, underground work or utility installation that could impact the District's improvements and/or use of the flood protection easement unless prior written approval is obtained from the District.

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. This flood protection easement includes the right to inspect, maintain, and operate a culvert for conveyance of storm and flood water; and to carry out all other activities reasonably necessary for flood protection purposes. 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,

Exhibit 2

maintenance, and repair of said channel, protections works, and appurtenant structures by said District, its officers, agents, and employees, and by persons under contract with it and their employees whenever and wherever necessary for flood control or storm drainage purposes. District, by this reservation, does not accept any obligation to repair or maintain the culvert, foundations, footings, wing walls, the roadway and any roadway appurtenances.

Pursuant to California Civil Code section 1102.2(j), the property is being sold and quitclaimed "as is," without express or implied warranty, and shall be subject to all liens, easements and encumbrances, recorded or unrecorded.

City acknowledges and agrees that it will have been given a full opportunity prior to the conveyance of the deed from the District to inspect and investigate each and every aspect of the property, including, without limitation, all matters relating to title and the physical condition and aspects of the property, including, without limitation, an examination for the presence of hazardous materials and any other matters of significance affecting the property.

City specifically acknowledges and agrees that it is receiving the interest in the property on an "as is with all faults" basis and that it is not relying on any representations or warranties of any kind whatsoever, express or implied, from District or its agents as to any matters concerning the property, except as expressly set forth herein.

(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 16

SANTA CLARA VALLEY WATER
DISTRICT

By: _____
Norma Camacho, Interim Chief Executive
Officer

Attest: Michele L. King

By: _____
Clerk/Board of Directors

Exhibit 2

DOCUMENT NO.: 2019-101.2

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

☐ Trustee(s)

☐ Corporate Officer(s): _____

☐ Guardian/Conservator

☐ Partner(s) ☐ Limited ☐ General

☐ Other: _____

☐ Attorney-In-Fact: _____

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

Exhibit 2

EXHIBIT "A"

LEGAL DESCRIPTION FOR
TRANSFER PARCEL
FROM SANTA CLARA VALLEY WATER DISTRICT TO CITY OF CAMPBELL
CAMPBELL, CA

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF CAMPBELL, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL 1 AND A PORTION OF PARCEL 2 AS DESCRIBED IN THAT CERTAIN GRANT DEED FROM ARTHUR SILACCI AND EUNICE SILACCI, HIS WIFE, TO THE SANTA CLARA COUNTY FLOOD CONTROL AND WATER DISTRICT FILED FOR RECORD ON MARCH 26, 1974 IN BOOK 0818 OF OFFICIAL RECORDS, AT PAGE 470, RECORDS OF SANTA CLARA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 1; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 1, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 394.00 FEET, THE CENTER OF WHICH BEARS NORTH 31°17'55" WEST, THROUGH A CENTRAL ANGLE OF 2°25'45", AN ARC DISTANCE OF 16.70 FEET; THENCE TANGENTIALLY ALONG SAID NORTHWESTERLY LINE, SOUTH 56°16'20" WEST, 55.03 FEET TO A POINT ON THE EASTERLY LINE OF HARRIET AVENUE; THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE, SOUTH 56°16'20" WEST, 17.62 FEET TO THE **POINT OF BEGINNING**; THENCE LEAVING SAID NORTHWESTERLY LINE AND ACROSS SAID PARCELS 1 & 2, SOUTH 02°05'00" EAST, 88.02 FEET A POINT ON TO THE SOUTHEASTERLY LINE OF SAID PARCEL 2; THENCE ALONG SAID SOUTHEASTERLY LINE, SOUTH 56°16'20" WEST, 70.48 FEET; THENCE LEAVING SAID SOUTHEASTERLY LINE, NORTH 02°05'00" WEST, 88.02 FEET TO A POINT ON AFORESAID NORTHWESTERLY LINE OF PARCEL 1; THENCE ALONG SAID NORTHWESTERLY LINE, NORTH 56°16'20" EAST, 70.48 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 5,281 SQUARE FEET, MORE OR LESS.

THE BEARING NORTH 2°05'00" WEST ALONG THE CENTERLINE OF HARRIET AVENUE AS SHOWN ON THAT MAP ENTITLED "TRACT NO. 3163" FILED IN BOOK 146 OF MAPS AT PAGE 15, SANTA CLARA COUNTY RECORDS, WAS TAKEN AS THE BASIS OF BEARINGS FOR THIS DESCRIPTION. ALL DISTANCES HEREON ARE GROUND DISTANCES SHOWN IN FEET AND DECIMALS THEREOF.

END OF DESCRIPTION

EXHIBIT "B", "PLAT TO ACCOMPANY LEGAL DESCRIPTION", ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY SUPERVISION.



FREDRIC V. ALLEN, RCE 20702

END OF DESCRIPTION



