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FILING FEE EXEMPT PURSUANT TO
GOVERNMENT CODE § 6103

Attorneys for Plaintiff
COUNTY OF SANTA CLARA

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

COUNTY OF SANTA CLARA,

Plaintiff,

v.

SANTA CLARA VALLEY WATER
CONSERVATION DISTRICT; ET AL.

and DOES 1 through 50, inclusive,

Defendants.

Case No. 114CV265661

Assigned for All Purposes to:
Hon. Mary Arand, Dept. 9

**STIPULATION FOR JUDGMENT IN
EMINENT DOMAIN**

APN: 583-22-006, 007, 015 (Portion)

Action Filed: May 22, 2014
Trial Date: Not Yet Assigned

This Stipulation for Judgment in Eminent Domain ("Stipulation") is made by and between Plaintiff COUNTY OF SANTA CLARA ("County"), Defendant SANTA CLARA VALLEY WATER DISTRICT, sued as Santa Clara Valley Water Conservation District ("Water District"), and Defendant SAN JOSE WATER COMPANY, sued as San Jose Water Works ("Water Company") (collectively the "Parties") and with respect to the facts set forth below.

RECITALS

WHEREAS, the Water District is the fee simple owner of real property designated as County of Santa Clara Assessor Parcel Numbers ("APN") 583-22-006, 583-22-007, and 583-22-015; and

1 WHEREAS, the County seeks to condemn right-of-way easements consisting of
2 approximately 4,067 square feet of the Property (1,102.07 square feet from APN 583-22-015, and
3 2,964.83 from APN 583-22-007), a non-exclusive temporary construction easement (“TCE”)
4 consisting of approximately 14,204 square feet of the Property (7,477.73 square feet from APN
5 583-22-015, and 6,725.82 square feet from APNs 583-22-006 and 007), and a storm water
6 biotreatment facility maintenance easement consisting of 2,248 square feet from APNs 583-22-
7 006 and 007 (collectively the “Subject Property”). The County seeks to take the Subject Property
8 for public use and for the public purpose of improving safety by straightening the roadway at
9 Alamitos Creek Bridge, replacing the old bridge structure, and widening the travel lanes (the
10 “Project”). The Subject Property is more specifically described and depicted in Exhibit 1 to the
11 First Amended Complaint, which is attached hereto as **Exhibit 1** and incorporated herein by
12 reference; and

13 WHEREAS, the County is a public entity with the power to acquire real property in
14 eminent domain for public uses pursuant to California Constitution Article 1, Section 19,
15 Government Code section 25350.5, Streets and Highways Code section 943, and California Code
16 of Civil Procedure sections 1230.010, *et seq.*, including, but not limited to, sections 1240.010
17 through 1240.050 inclusive, and sections 1240.110, 1240.120, 1240.220, 1240.410, 1240.510,
18 1240.610, 1240.650, and other provisions of law; and

19 WHEREAS, pursuant to Government Code section 7267.2(a), the County made an offer
20 to the owner or owners of record to acquire the Subject Property for just compensation; and

21 WHEREAS, prior to commencement of this action, and after notice was provided
22 pursuant to Code of Civil Procedure section 1245.235, the Board of Supervisors of the County of
23 Santa Clara passed and adopted Resolution No. BOS-2014-43 (the “Resolution of Necessity”) by
24 a vote of five (5) in favor, zero (0) opposed and zero (0) abstained on April 29, 2014; and

25 WHEREAS, on May 22, 2014, the County commenced the above-captioned eminent
26 domain action in the Superior Court of Santa Clara County, State of California, as Case No.
27 114CV265661 (“Action”), by filing a complaint in eminent domain to condemn the Subject
28 Property; and

1 WHEREAS, June 5, 2014, the County deposited Six Thousand Eight Hundred Dollars
2 (\$6,800.00), as the amount of probable just compensation for the Subject Property with the State
3 of California Condemnation Fund ("Condemnation Fund") pursuant to Code of Civil Procedure
4 section 1255.010 ("Deposit"); and

5 WHEREAS, on July 15, 2014, the Water District filed an Answer in this Action; and

6 WHEREAS, on July 8, 2014, the Water Company filed an Answer in this Action; and

7 WHEREAS, on August 11, 2014, the Court entered default against Defendants
8 Quicksilver Mining Company, A Corporation; Heirs And devisees Of Bernard Black, Deceased
9 And All Persons Unknown Claiming An Interest By, Through Or Under Said Decedent; Heirs
10 And devisees Of David Black, Deceased And All Persons Unknown Claiming An Interest By,
11 Through Or Under Said Decedent; Heirs And devisees Of George H. Sexton, Deceased And All
12 Persons Unknown Claiming An Interest By, Through Or Under Said Decedent; Heirs And
13 devisees Of Michael J. Roche, Deceased And All Persons Unknown Claiming An Interest By,
14 Through Or Under Said Decedent; Heirs And devisees Of Maude E. Roche, Deceased And All
15 Persons Unknown Claiming An Interest By, Through Or Under Said Decedent; Heirs And
16 devisees Of Preston H. Boomer, Deceased And All Persons Unknown Claiming An Interest By,
17 Through Or Under Said Decedent; Heirs And devisees Of Aura Lea Boomer, Deceased And All
18 Persons Unknown Claiming An Interest By, Through Or Under Said Decedent; Heirs And
19 devisees Of John A. Tripoli, Deceased And All Persons Unknown Claiming An Interest By,
20 Through Or Under Said Decedent; Heirs And devisees Of Mary A. Tripoli, Deceased And All
21 Persons Unknown Claiming An Interest By, Through Or Under Said Decedent; and

22 WHEREAS, on June 27, 2016 defendant Leslie Jill Amen-Egelston, and defendant Fred
23 Lynn Egelston filed a disclaimer of interest in the Subject Property; and

24 WHEREAS, on August 15, 2014, the Court entered an Order for Pre-Judgment
25 Possession; and

26 WHEREAS, the Water District and Water Company are the only remaining defendants in
27 this Action; and

28 WHEREAS, the Water Company has agreed that it will not seek compensation arising

1 from the County's condemnation of the Subject Property; and

2 WHEREAS, this Stipulation implements a settlement between the County, Water District,
3 and Water Company in this Action and fully resolves all rights, claims and interests between the
4 Parties.

5 STIPULATION

6 1. The above recitals are true and correct and are hereby incorporated into this
7 Stipulation.

8 2. The County shall take judgment against the Water District and Water Company
9 ("Judgment") substantially in the form attached hereto as **Exhibit 2**, condemning the Subject
10 Property for purposes of furthering the Project.

11 3. The Water District is the owner of and has the full right, power, and authority to
12 convey the Subject Property to the County as provided herein and to carry out the Water
13 District's obligations hereunder.

14 4. The TCE shall commence after no fewer than fifteen (15) days written notice is
15 provided by the County to the Water District reflecting the County's intent to start construction
16 on the Project and make use of the TCE. The TCE shall terminate two (2) years after the day it is
17 created by the County's notice or immediately upon written notice by the County to the Water
18 District that the County no longer requires use of the TCE, whichever is sooner.

19 5. The total compensation to be paid by the County for the acquisition of the Subject
20 Property, including but not limited to any precondemnation damages, severance damages, costs to
21 cure, costs incurred by the Water District for an independent appraisal (pursuant to Code of Civil
22 Procedure section 1263.025 or otherwise), loss of business goodwill, damages related to any
23 disruption to the use or enjoyment of any part of the Subject Property or remainder, and/or other
24 claimed damage or loss, attorneys' fees, costs and/or other litigation expenses incurred in the
25 Action, is Six Thousand Eight Hundred Dollars and zero cents (\$6,800.00), plus interest earned
26 on the Deposit pursuant to Code of Civil Procedure Section 1255.070.

27 6. The Water Company agrees that it will receive no compensation arising from or
28 relating to the County's condemnation of the Subject Property.

1 7. Within thirty (30) days after counsel for the County has received the Judgment
2 executed and entered by the Court, the County shall request a release of funds on deposit by the
3 Condemnation Fund upon presenting to the State Treasurer a fully executed, file-endorsed copy
4 of the Judgment. The Condemnation Fund thereafter shall immediately issue a check made
5 payable to Santa Clara Valley Water District in the amount of Six Thousand Eight Hundred
6 Dollars and zero cents (\$6,800.00) plus interest earned pursuant to Code of Civil Procedure
7 Section 1255.070 ("Condemnation Fund Check") c/o Adam W. Hofmann, Hanson Bridgett LLP,
8 425 Market St., San Francisco, CA 94105.

9 8. Within five (5) business days after delivery of the Condemnation Check, the Water
10 District shall execute and deliver to Chad W. Herrington, Burke, Williams & Sorensen, LLP,
11 1901 Harrison Street, Suite 900, Oakland, CA 94612, an Acknowledgment of Satisfaction of
12 Judgment in the amount of Six Thousand Eight Hundred Dollars and zero cents (\$6,800.00), plus
13 interest earned pursuant to Code of Civil Procedure Section 1255.070, in the form attached to this
14 Stipulation as **Exhibit 3**.

15 9. Upon the filing of the Acknowledgment of Satisfaction of Judgment with the
16 Court the County shall obtain the Final Order of Condemnation vesting title to the Subject
17 Property in the County, in the form attached to this Stipulation as **Exhibit 4**.

18 10. The terms of this Stipulation constitute full and just compensation for all the
19 claims for compensation or payment of any kind for or relating to the Subject Property and
20 construction of the Project, and releases, discharges and extinguishes all claims which the Water
21 District and Water Company made or could have made in this Action, including, but not limited
22 to, claims for monetary compensation , severance damages, costs to cure, precondemnation
23 damages, inverse condemnation damages, loss of goodwill, relocation expenses, litigation
24 expenses, attorney and expert fees, interest, costs (including costs incurred by the Water District
25 and Water Company for an independent appraisal, pursuant to Code of Civil Procedure section
26 1263.025 or otherwise), and any and all other damages or claims of every nature and kind related
27 to the value of the Subject Property or the Water District's interest or Water Company's interest
28 in the Subject Property. Each of the Parties, on behalf of itself and its assigns, attorneys,

1 predecessors or successors in interest, fully releases and discharges each other and each other's
2 officials, agents, servants, and employees, from and against any and all claims, demands, actions,
3 causes of actions, obligations, costs, expenses, damages, losses and liabilities of any kind or
4 nature existing or claimed to exist relating to the Action and/or to the Project for which the
5 described Subject Property is being acquired by the County. Each of the Parties further waives all
6 rights and benefits which it has now or in the future may have with respect to any claims that are
7 expressly covered by the foregoing mutual release under California Civil Code section 1542
8 which provides as follows:

9 **A general release does not extend to claims, which the creditor does**
10 **not know or suspect to exist in his or her favor at the time of executing**
11 **the release, which if known by him or her must have materially**
12 **affected his or her settlement with the debtor.**

13 11. The Parties will cooperate with each other in good faith to execute any and all
14 documents necessary to implement the objectives of their settlement and this Stipulation and
15 proposed Judgment.

16 12. The Water District warrants that there are no oral or written leases on any portion
17 of Subject Property, and agrees to hold harmless and reimburse County for any and all of its
18 losses and expenses occasioned by reason of any lease by that Party on the Subject Property.
19 The Water District will, if requested, deliver a release from any tenant, in a form suitable to the
20 County, so that the Project work in the Subject Property can be completed in a timely manner.

21 13. If any provision in this Stipulation is held by a court of competent jurisdiction to
22 be invalid, void or unenforceable, the remaining provisions shall continue in full force without
23 being impaired or invalidated in any way.

24 14. Each person executing this Stipulation on behalf of a party represents and warrants
25 that such person is duly and validly authorized to do so on behalf of the entity it purports to bind.

26 15. All exhibits attached hereto are incorporated herein by reference.

27 16. The Parties acknowledge and agree that, although this Stipulation has been drafted by
28 County legal counsel, the Water District and Water Company, or their legal counsel, have reviewed
and negotiated, or had an opportunity to review and negotiate, the terms of this Stipulation.

1 Consequently, the doctrine that ambiguities in an agreement should be resolved against the drafting
2 party shall not be employed in connection with this Stipulation and this Stipulation shall be
3 interpreted in accordance with its fair meaning.

4 17. This Stipulation may be enforced by any party hereto by a motion under California
5 Code of Civil Procedure section 664.6, or by any procedure permitted by law in the Superior
6 Court of Santa Clara County, and the parties stipulate that the Court shall maintain jurisdiction for
7 the same.

8 18. This Stipulation represents the full and complete understanding of the Parties with
9 respect to the matters contained herein. Any prior or contemporaneous oral or written agreements
10 by and between the Parties or their agents and representatives with respect to the Subject Property
11 or the Project are revoked and extinguished by this Stipulation.

12 19. The Parties agree that the County's application for the Judgment and Final Order
13 of Condemnation may be made without further notice upon ex parte application.

14
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16 Dated: _____, 2017

County of Santa Clara

17
18 By: _____

19
20
21 Dated: _____, 2017

Santa Clara Valley Water District

22
23 By: _____

24
25 Dated: _____, 2017

San Jose Water Company

26
27 By: _____

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Approved as to form:

Dated: _____, 2017

BURKE, WILLIAMS & SORENSEN, LLP

By: _____
Benjamin L. Stock
Attorneys for Plaintiff
COUNTY OF SANTA CLARA

Dated: _____, 2017

HANSON BRIDGETT, LLP

By: _____
Adam Hofmann
Attorneys for Defendant
SANTA CLARA VALLEY WATER
DISTRICT

Dated: _____, 2017

SODERQUIST LAW OFFICES

By: _____
Phil Soderquist
Attorneys for Defendant
SAN JOSE WATER COMPANY

EXHIBIT 1

EXHIBIT "A-1"
LEGAL DESCRIPTION
for a
Right of Way EASEMENT
over a portion of the
LANDS of
SANTA CLARA VALLEY WATER DISTRICT
A.P.N. 583-22-015
February 03, 2015

All that certain real property in the unincorporated area in the County of Santa Clara, State of California, being described as follows:

Being a portion of that certain parcel of land shown as Parcel No. 1 and described as Parcel A on Exhibit No. 1 as said Parcel No. 1 and also said Parcel A on Exhibit No. 1 are described in that certain deed recorded in Book 807 at Pages 395-406 of Official Records of Santa Clara County, California being more particularly described as follows:

BEGINNING at the most southerly corner of Parcel "B" as said Parcel "B" is shown upon that certain Parcel Map filed in Book 475 at Page 31 in the Office of the Recorder of the County of Santa Clara, State of California;

Thence along the easterly line of said Parcel B, North 09°01'05" East 51.46 feet to the easterly right of way line of Alamos Road as shown on said Parcel Map and to the beginning of a non-tangent curve concave northwesterly having a radius of 120.00 feet, to which beginning of curve a radial line bears South 30°49'39" East;

Thence northeasterly along said right of way line and said non-tangent curve through a central angle of 37°16'46" for an arc length of 78.08 feet to a point of cusp;

Thence leaving said right of way line South 21°20'32" West 30.09 feet to the beginning of a non-tangent curve concave northwesterly having a radius of 269.29 feet, to which beginning a radial line bears South 68°54'18" East;

Thence southwesterly along said non-tangent curve through a central angle of 12°22'27" for an arc length of 58.16 feet;

Thence South 00°25'15" West 25.68 feet;

Thence North 89°34'45" West 11.27 feet;

Thence South 00°46'31" West 23.97 feet;

Thence South 88°57'10" West 5.60 feet to the southeasterly corner of Lot 57 as said Lot is shown on that certain map entitled "MAP OF BLOCK B OF ALMADEN MANOR"; filed for Record in the Office of the Recorder of the County of Santa Clara, State of California in Book "V" of Maps at Pages 16 and 17;

Thence along the easterly line of said Lot 57 North 08°25'00" West 20.38 feet to the **POINT OF BEGINNING** of this description, containing 1,514.38 square feet (0.03 acres) of land, more or less.

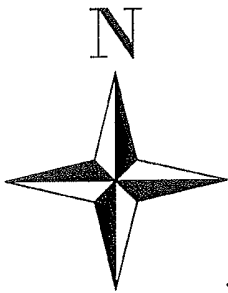
See Exhibit "B-1" attached hereto and made a part hereof.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors' Act.

Karl Barker
Karl Barker L.S. #8342

2-3-15
Date





1"=40'

RADIAL BEARINGS

R1 S30°49'39"E
R2 S68°54'18"E

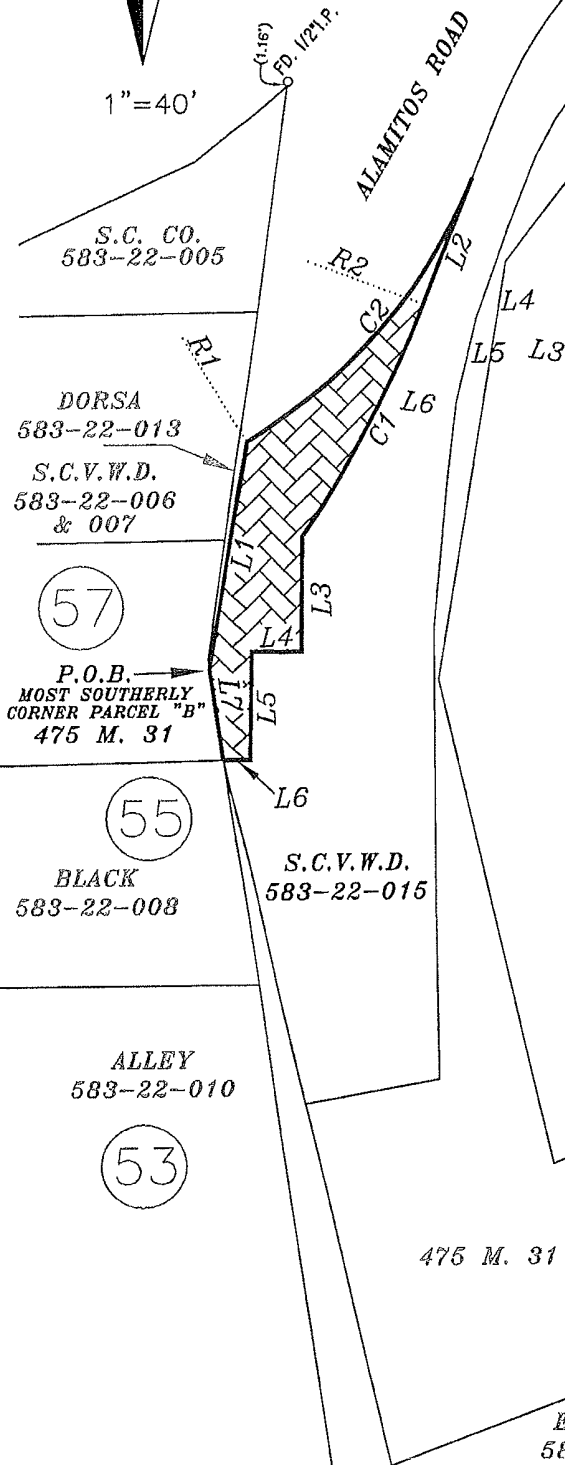
EXHIBIT "B-1"

**PLAT TO
ACCOMPANY
LEGAL DESCRIPTION
for a
RIGHT OF WAY EASEMENT
over a portion of
A.P.N. # 583-22-015**

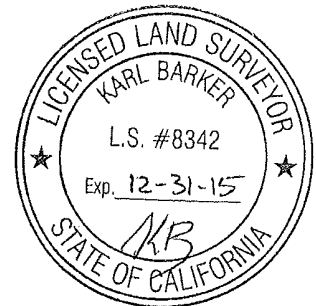
02-03-15

COURSE	DELTA	RADIUS	ARC LENGTH
C1	12°22'27"	269.29'	58.16'
C2	37°16'46"	120.00'	78.08'

COURSE	BEARING	DISTANCE
L1	N09°01'05"E	51.46'
L2	S21°20'32"W	30.09'
L3	S00°25'15"W	25.68'
L4	N89°34'45"W	11.27'
L5	S00°46'31"W	23.97'
L6	S88°57'10"W	5.60'
L7	N08°25'00"W	20.38'



"V" MAPS 16-17



PAGE 3 OF 3

EXHIBIT "A-2"
LEGAL DESCRIPTION
for a
TEMPORARY CONSTRUCTION EASEMENT
over a portion of the
LANDS of
SANTA CLARA VALLEY WATER DISTRICT
A.P.N. 583-22-015
February 03, 2015

All that certain real property in the unincorporated area in the County of Santa Clara, State of California, being described as follows:

Being a portion of that certain parcel of land shown as Parcel No. 1 and described as Parcel A on Exhibit No. 1 as said Parcel No. 1 and also said Parcel A on Exhibit No. 1 are described in that certain deed recorded in Book 807 at Pages 395-406 of Official Records of Santa Clara County, California being more particularly described as follows:

PARCEL ONE:

BEGINNING at the most southerly corner of Parcel "B" as said Parcel "B" is shown upon that certain Parcel Map filed in Book 475 of Maps at Page 31 in the Office of the Recorder of the County of Santa Clara, State of California;

Thence South 08°25'00" East 20.38 feet to the southeasterly corner of Lot 57 as said Lot is shown on that certain map entitled "MAP OF BLOCK B OF ALMADEN MANOR"; filed for Record in the Office of the Recorder of the County of Santa Clara, State of California in Book "V" of Maps at Pages 16 and 17 and **TRUE POINT OF BEGINNING of PARCEL ONE;**

Thence North 88°57'10" East 5.60 feet;

Thence North 00°46'31" East 23.97 feet;

Thence South 89°34'45" East 11.27 feet;

Thence North 00°25'15" East 25.68 to the beginning of a non-tangent curve concave to the northwest, having a radius of 269.29 feet, to which beginning of curve a radial line bears South 56°31'51" East;

Thence northeasterly along said curve through a central angle of 12°22'27" for an arc length of 58.16 feet;

Thence North 21°20'32" East 31.74 feet;

Thence North 21°07'00" East 11.90 feet to the beginning of a curve concave to the southwest, having a radius of 105.00 feet;

Thence northeasterly along said curve through a central angle of 31°02'00" for an arc length of 56.87 feet;

Thence North 52°09'00" East 19.94 feet;

Thence South 45°59'44" East 12.57 feet;

Thence South 51°05'50" West 10.50 feet;

Thence South 45°39'41" West 27.88 feet;

Thence South 37°29'58" West 18.67 feet;

Thence South 35°05'47" West 9.04 feet;

Thence South 27°34'46" West 9.63 feet;

Thence South 21°41'06" West 16.58 feet;

Thence South 19°36'05" West 21.32 feet;

Thence South 13°22'11" West 19.21 feet;

Thence South 06°40'08" West 16.34 feet;

Thence South 05°13'50" West 34.44 feet;

Thence South 00°17'30" East 61.96 feet;

Thence South 00°58'08" East 38.51 feet;

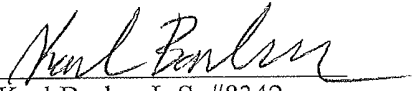
Thence South 79°51'32" West 29.94 feet to the northeasterly line of Parcel A (shown as North 13°08'11" West 161.00 feet), as said Parcel A and said northeasterly line are shown upon said Parcel Map;

Thence along said northeasterly line of Parcel A North $13^{\circ}01'44''$ West 78.35 feet to the easterly line of Lot 55 as said Lot is shown on said map entitled "MAP OF BLOCK B OF ALMADEN MANOR";

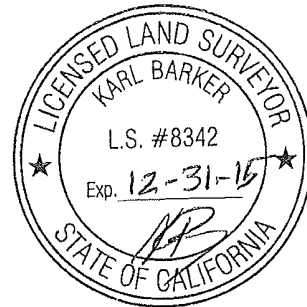
Thence along said easterly line of Lot 55 North $08^{\circ}25'00''$ West 0.45 feet to the southeasterly corner of said Lot 57 and also to the **TRUE POINT OF BEGINNING of Parcel One**. Containing 7063.59 square feet (0.16 acres) of land, more or less.

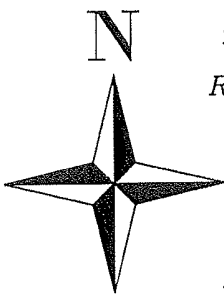
See Exhibit "B-2" attached hereto and made a part hereof.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors' Act.


Karl Barker L.S. #8342

2-3-15
Date





1"=40'

RADIAL BEARINGS

R1 S56°31'51"E

ALAMITOS ROAD

EXHIBIT "B-2" PLAT TO ACCOMPANY LEGAL DESCRIPTION for a TEMPORARY CONSTRUCTION EASEMENT over a portion of A.P.N. # 583-22-015 02-03-15

COURSE	BEARING	DISTANCE
L1	N21°20'32"E	31.74'
L2	N21°07'00"E	11.90'
L3	N52°09'00"E	19.94'
L4	S45°59'44"E	12.57'
L5	S51°05'50"W	10.50'
L6	S45°39'41"W	27.88'
L7	S37°29'58"W	18.67'
L8	S35°05'47"W	9.04'
L9	S27°34'46"W	9.63'
L10	S21°41'06"W	16.58'
L11	S19°36'05"W	21.32'
L12	S13°22'11"W	19.21'
L13	S06°40'08"W	16.34'
L14	N88°57'10"E	5.60'
L15	N00°46'31"E	23.97'
L16	S89°34'45"E	11.27'
L17	N00°25'15"E	25.68'
L18	N13°01'44"W	78.35'
L19	N08°25'00"W	0.45'
L20	S08°25'00"E	20.38'

COURSE	BEARING	DISTANCE
L1	N21°20'32"E	31.74'
L2	N21°07'00"E	11.90'
L3	N52°09'00"E	19.94'
L4	S45°59'44"E	12.57'
L5	S51°05'50"W	10.50'
L6	S45°39'41"W	27.88'
L7	S37°29'58"W	18.67'
L8	S35°05'47"W	9.04'
L9	S27°34'46"W	9.63'
L10	S21°41'06"W	16.58'
L11	S19°36'05"W	21.32'
L12	S13°22'11"W	19.21'
L13	S06°40'08"W	16.34'
L14	N88°57'10"E	5.60'
L15	N00°46'31"E	23.97'
L16	S89°34'45"E	11.27'
L17	N00°25'15"E	25.68'
L18	N13°01'44"W	78.35'
L19	N08°25'00"W	0.45'
L20	S08°25'00"E	20.38'

S.C.V.W.D.
583-22-006
& 007

(57)

P.O.B. →
MOST SOUTHERLY
CORNER PARCEL "B"
475 M. 31

T.P.O.B. →
PARCEL ONE

(55)

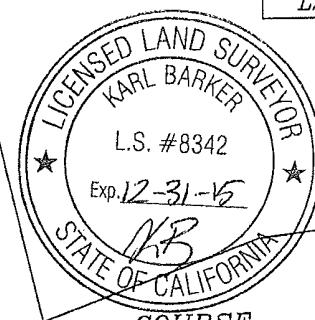
BLACK
583-22-008

ALLEY
583-22-010

(53)

29.94'
S79°51'32"W

Parcel A
475 M. 31



COURSE

DELTA

RADIUS

ARC
LENGTH

C1	12°22'27"	269.29'	58.16'
C2	31°02'00"	105.00'	56.87'

EGELSTON
583-22-014

page 4 of 4

EXHIBIT "A-3"
LEGAL DESCRIPTION
for a
Right of Way EASEMENT
Over a portion of the
Lands of
SANTA CLARA VALLEY WATER DISTRICT
A.P.N. 583-22-007
November 24, 2014

All that certain real property in the unincorporated area in the County of Santa Clara, State of California, being described as follows:

Being a portion of Lots 57 and 59 as said Lots are shown on that certain Map of Block B of Almaden Manor, Situated in the San Vicente Rancho, filed Book "V" of Maps, at Pages 16 and 17, Records of Santa Clara County, California, more particularly described as follows:

BEGINNING at the southeast corner of said Lot 57,

Thence along the easterly line of said Lot 57 North 08°25'00" West 22.88 feet;

Thence continuing along said easterly line North 07°55'00" East 47.68 feet to the beginning of a non-tangent curve concave northwesterly having a radius of 123.89 feet, to which beginning of curve a radial line bears South 29°51'30" East;

Thence leaving said easterly line southwesterly along said curve through a central angle of 14°36'45" for an arc length of 31.60 feet to the beginning of a non-tangent curve concave northwesterly having a radius of 230.00 feet, to which beginning of curve a radial line bears South 52°15'42" East;

Thence northeasterly along said curve through a central angle of 02°46'20" for an arc length of 11.13 feet;

Thence South 74°54'56" West 9.53 feet to the beginning of non-tangent curve concave northwesterly having a radius of 224.00 feet, to which beginning of curve a radial line bears South 53°09'54" East;

Thence southwesterly along said curve through a central angle of 03°02'17" for an arc length of 11.88 feet;

Thence South 73°07'00" West 31.55 feet;


Thence South 16°53'00" East 17.23 feet;

Thence South 49°04'39" West 47.42 feet to the southerly line of said Lot 57;

Thence along said southerly line of Lot 57 North 88°57'10" East 96.89 feet to the southeast corner of said Lot 57 and the **POINT OF BEGINNING** of this description, containing 4,112.69 feet (0.09 acres) of land, more or less.

See Exhibit "B-3" attached hereto and made a part hereof.

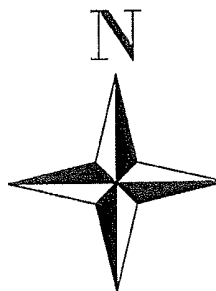
This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors' Act.


Karl Barker L.S. #8342

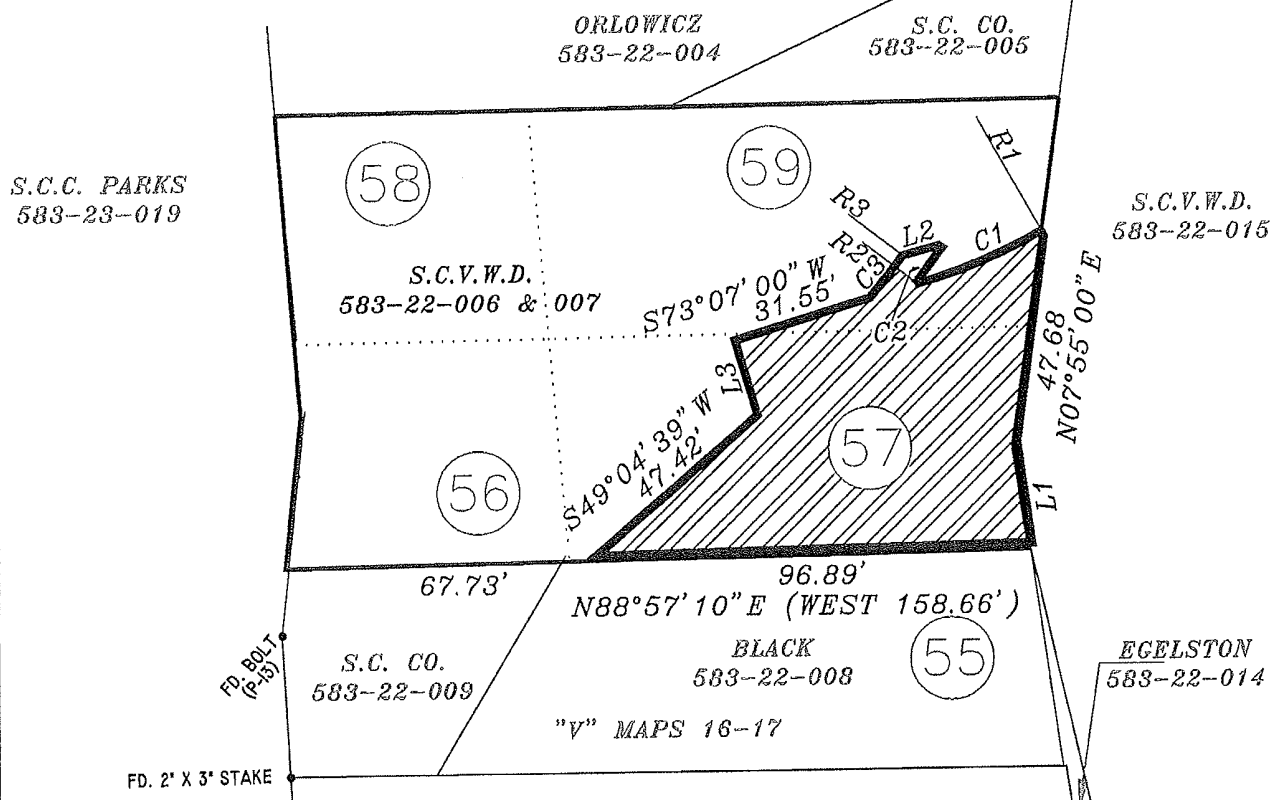
11-24-14
Date



EXHIBIT "B-3"
PLAT TO
ACCOMPANY
LEGAL DESCRIPTION
for a
RIGHT OF WAY EASEMENT
over a portion of the
Lands of
SANTA CLARA VALLEY WATER DISTRICT
A.P.N. # 583-22-007
11-24-14



1" = 40'



COURSE	BEARING	DISTANCE
L1	N08°25'00" W	22.88'
L2	S74°54'56" W	9.53'
L3	S16°53'00" E	17.23'

RADIAL BEARINGS

R1	S29°51'30" E
R2	S52°15'42" E
R3	S53°09'54" E

COURSE	DELTA	RADIUS	ARC LENGTH
C1	14°36'45"	123.89'	31.60'
C2	02°46'20"	230.00'	11.13'
C3	03°02'17"	224.00'	11.88'



Page 3 of 3

EXHIBIT "A-4"
LEGAL DESCRIPTION
for a
TEMPORARY CONSTRUCTION EASEMENT
Over a portion of
The Lands of
SANTA CLARA VALLEY WATER DISTRICT
A.P.N. 583-22-006, 007
November 24, 2014

All that certain real property in the unincorporated area in the County of Santa Clara, State of California, being described as follows:

Being a portion of Lots 56, 57, 58 and 59 as said Lots are shown on that certain Map of Block B of Almaden Manor, Situated in the San Vicente Rancho, filed in Book "V" of Maps, at Pages 16 and 17, Records of Santa Clara County, California, more particularly described as follows:

PARCEL ONE:

BEGINNING at the northwest corner of said Lot 58,

Thence easterly along the northerly line of said Lot 58 and also along the northerly line of said Lot 59 North 89°18'26" East 138.68 feet;

Thence leaving said northerly lines South 72°57'24" West 141.65 feet to a point on the westerly line of said Lot 58;

Thence northerly along said westerly line North 04°39'00" West 39.97 feet to the northwest corner of said Lot 58 and also to the **POINT OF BEGINNING** of Parcel One.

PARCEL TWO:

BEGINNING at the southwest corner of said Lot 56,

Thence easterly along the southerly line of said Lot 56, North 88°57'10" East 67.73 feet;

Thence leaving said southerly line North 49°04'39" East 47.42 feet;

Thence North 16°53'00" West 17.23 feet;

Thence South 73°07'00" West 100.47 feet;

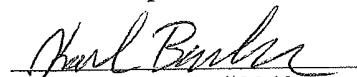
Thence South 72°58'17" West 0.46 feet to the westerly line of said Lot 56;

Thence southerly, along said westerly line, South 05°47'00" West 19.58 feet to the
POINT of BEGINNING of Parcel Two.

Containing 2765.00 square feet (Parcel One) of land, 2875.96 square feet (Parcel Two) of
land, for a total of 5,640.96 square feet
(0.13 acres) of land, more or less.

See Exhibit "B-4" attached hereto and made a part hereof.

This description was prepared by me or under my direction in conformance
with the requirements of the Land Surveyors' Act.


Karl Barker L.S. #8342

12-2-14
Date



EXHIBIT "A-5"
LEGAL DESCRIPTION
for a
STORM WATER BIOTREATMENT FACILITY
MAINTENANCE EASEMENT
Over a portion of
The Lands of
SANTA CLARA VALLEY WATER DISTRICT
A.P.N. 583-22-006,007
November 06, 2013

A permanent easement for the operation and maintenance of a storm water biotreatment facility, including, but not limited to, the right to construct, operate, maintain, replace and renew a storm water biotreatment facility and appurtenances thereto, over, upon and across all that real property in the unincorporated area in the County of Santa Clara, State of California, being described as follows:

Being a portion of Lots 57 and 59 as said Lots are shown on that certain Map of Block B of Almaden Manor, Situated in the San Vicente Rancho, filed in Book "V" of Maps, at Pages 16 and 17, Records of Santa Clara County, California, more particularly described as follows:

BEGINNING at the northwest corner of Lot 58 as shown on said Map of Block B of Almaden Manor,

Thence easterly along the northerly line of said Lot 58 and also along the northerly line of said Lot 59 North 89°18'26" East 101.61 feet to the **TRUE POINT OF BEGINNING**;

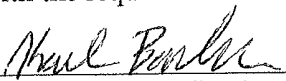
Thence continuing along said northerly line of said Lot 59 North 89°18'26" East 64.99 feet;

Thence leaving said northerly line along a curve, concave to the northwest, having a radius of 230.00 feet;

Thence southwesterly along said curve (a radial line through said beginning of curve bears North 64°36'14" West) through a central angle of 19°41'58" for an arc length of 79.08 feet;

Thence North 17°08'06" West 66.43 feet to the **TRUE POINT OF BEGINNING** of this description. Containing 2,248 square feet (0.05 acres) of land, more or less.
See Exhibit "B-5" attached hereto and made a part hereof.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors' Act.


Karl Barker L.S. #8342

11/6/13
Date

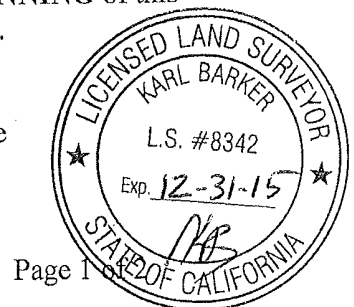
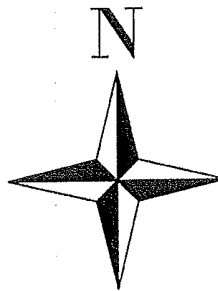
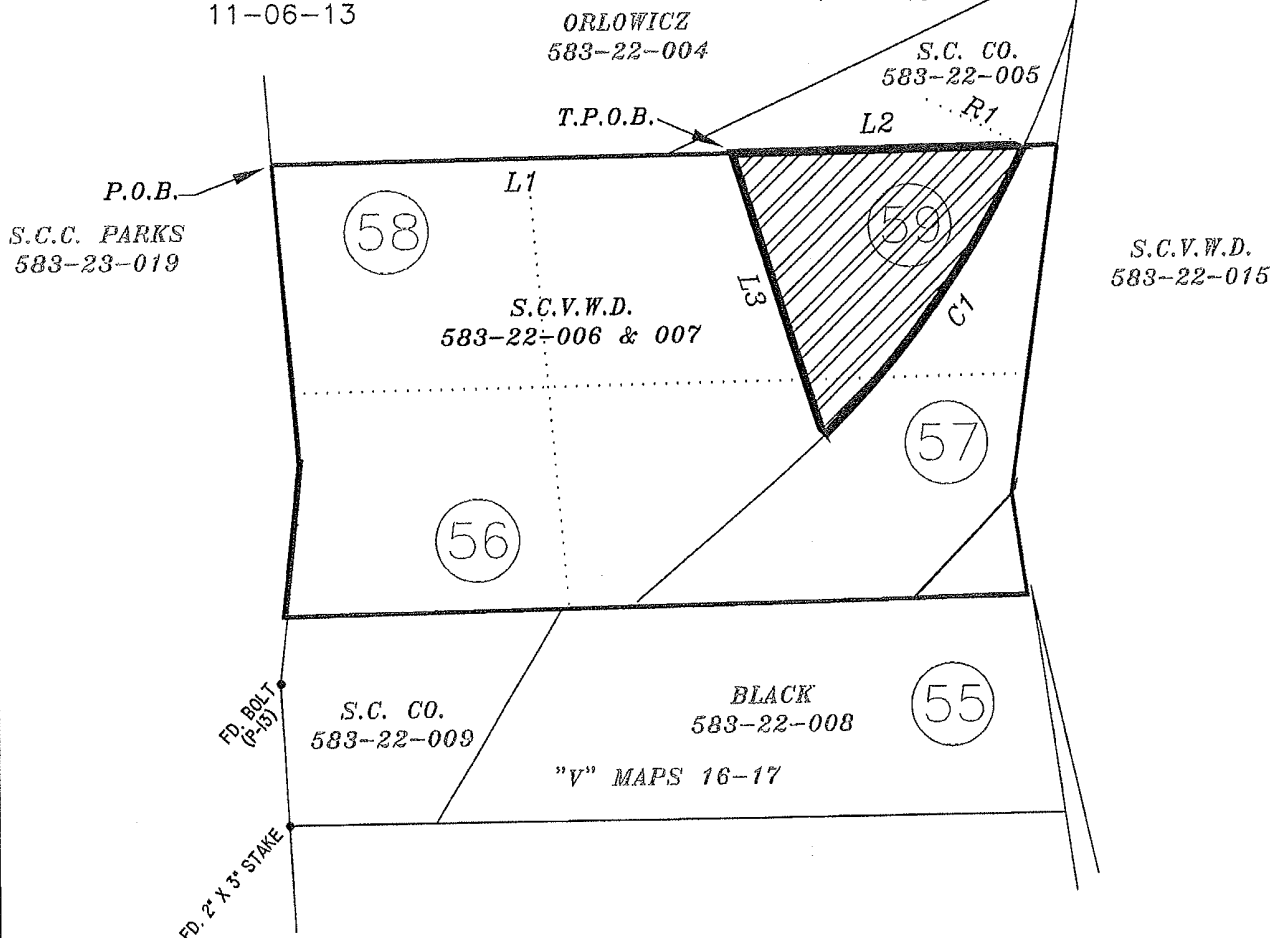


EXHIBIT "B-5"

**PLAT TO
ACCOMPANY
LEGAL DESCRIPTION
for a
STORMWATER
BIOTREATMENT FACILITY
MAINTENANCE EASEMENT
of a portion of
A.P.N. # 583-22-006 & 007
11-06-13**



1" = 40'



COURSE	BEARING	DISTANCE
L1	N89°18'26" E	101.61'
L2	N89°18'26" E	64.99'
L3	N17°08'06" W	66.43'

RADIAL BEARINGS	
R1	N64°36'14" W

COURSE	DELTA	RADIUS	ARC LENGTH
C1	19°41'58"	230.00'	79.08'

page 2 of 2

EXHIBIT 2

Benjamin L. Stock, (SBN 208774)
E-mail: bstock@bwsllaw.com
Chad W. Herrington (SBN 267269)
E-Mail: cherrington@bwsllaw.com
BURKE, WILLIAMS & SORESENSEN, LLP
1901 Harrison Street, Suite 900
Oakland, CA 94612-3501
Tel: 510.273.8780 Fax: 510.839.9104

FILING FEE EXEMPT PURSUANT TO
GOVERNMENT CODE § 6103

Attorneys for Plaintiff
COUNTY OF SANTA CLARA

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

COUNTY OF SANTA CLARA,

Plaintiff,

v.

SANTA CLARA VALLEY WATER
CONSERVATION DISTRICT; ET AL.

and DOES 1 through 50, inclusive,

Defendants.

Case No. 114CV265661

Assigned for All Purposes to:
Hon. Mary Arand, Dept. 9

**[PROPOSED] JUDGMENT IN EMINENT
DOMAIN**

APN: 583-22-006, 007, 015 (Portion)

Action Filed: May 22, 2014
Trial Date: Not Yet Assigned

In the above entitled proceeding Plaintiff COUNTY OF SANTA CLARA ("County"), Defendant SANTA CLARA VALLEY WATER DISTRICT, sued as Santa Clara Valley Water Conservation District ("Water District"), and Defendant SAN JOSE WATER COMPANY, sued as San Jose Water Works ("Water Company") (collectively the "Parties") have stipulated that judgment be entered as follows:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that for good and valuable consideration set forth in the Stipulation for Judgment in Eminent Domain and incorporated herein, the interests in and to a portion of real property located in the State of California, County of Santa Clara designated as Assessor Parcel Numbers 583-22-006, 007, 015, which is described and depicted in Exhibits A-1, B-1, A-2, B-2, A-3, B-3, A-4, B-4, A-5 and B-5 attached hereto as

1 **Exhibit 1** and incorporated herein by reference (the “Subject Property”), are hereby condemned
2 and taken for public use by the County.

3 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that judgment be entered
4 against the Water District and Water Company.

5 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that payment to the Water
6 Company of that good and valuable consideration set forth in the Stipulation for Judgment in
7 Eminent Domain attached hereto as **Exhibit 2** and incorporated herein is the full payment for the
8 Subject Property so taken.

9 IT IS FURTHER ORDERED, ADJUDGED AND DECREED within thirty (30) days after
10 counsel for the County has received the Judgment executed and entered by the Court, the County
11 shall request a release of funds on deposit by the Condemnation Fund upon presenting to the State
12 Treasurer a fully executed, file-endorsed copy of the Judgment. The Condemnation Fund
13 thereafter shall immediately issue a check made payable to “Santa Clara Valley Water District” in
14 the amount of Six Thousand Eight Hundred Dollars and zero cents (\$6,800.00) plus interest
15 earned pursuant to Code of Civil Procedure Section 1255.070 (“Condemnation Fund Check”) c/o
16 Adam W. Hofmann, Hanson Bridgett LLP, 425 Market St., San Francisco, CA 94105.

17 IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that within five (5)
18 business days after receipt of both the Condemnation Fund Check, the Water District shall
19 execute and deliver to Chad W. Herrington, Burke, Williams & Sorensen, LLP, 1901 Harrison
20 Street, Suite 900, Oakland, CA 94612, an Acknowledgment of Satisfaction of Judgment.

21 IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that upon receipt of the
22 Acknowledgment of Satisfaction of Judgment, the Final Order of Condemnation vesting title to
23 the Subject Property in the County shall be made and entered without further notice to defendants
24 or any other person or entity.

25 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the use for which the
26 Subject Property is sought to be condemned is and was a public use, and the taking in
27 condemnation by the County of the Subject Property is and was necessary for said public use.

28 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Court retains

jurisdiction over the parties at their request in order to enforce the parties' Stipulation for Judgment in Eminent Domain until performance in full of its terms.

Dated: _____

By: _____
JUDGE OF THE SUPERIOR COURT

EXHIBIT 3

1 Benjamin L. Stock, (SBN 208774)
E-mail: bstock@bwsllaw.com
2 Chad W. Herrington (SBN 267269)
E-Mail: cherrington@bwsllaw.com
3 BURKE, WILLIAMS & SORESENSEN, LLP
1901 Harrison Street, Suite 900
4 Oakland, CA 94612-3501
Tel: 510.273.8780 Fax: 510.839.9104

FILING FEE EXEMPT PURSUANT TO
GOVERNMENT CODE § 6103

5 Attorneys for Plaintiff
6 COUNTY OF SANTA CLARA

7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SANTA CLARA

10
11 COUNTY OF SANTA CLARA,
12 Plaintiff,
13 v.
14 SANTA CLARA VALLEY WATER
CONSERVATION DISTRICT; ET AL.
15 and DOES 1 through 50, inclusive,
16 Defendants.

Case No. 114CV265661

Assigned for All Purposes to:
Hon. Mary Arand, Dept. 9

**ACKNOWLEDGMENT OF
SATISFACTION OF JUDGMENT**

APN: 583-22-006, 007, 015 (Portion)

Action Filed: May 22, 2014
Trial Date: Not Yet Assigned

17
18
19
20 Defendant SANTA CLARA VALLEY WATER DISTRICT, sued as Santa Clara Valley
21 Water Conservation District ("Water District"), has accepted payment in full satisfaction of the
22 Judgment herein and agrees and acknowledges that:

23 1. The sum of Six Thousand Eight Hundred Dollars and zero cents (\$6,800.00)
24 required by the Judgment has been paid by Plaintiff COUNTY OF SANTA CLARA ("County")
25 and the Judgment was satisfied in full on _____, 2017.

26 ///

27 ///

28 ///

1 2. Upon ex parte application of County, the Court may make a Final Order of
2 Condemnation without further notice consistent with the Stipulation for Judgment.

3
4 Dated: _____, 2017

HANSON BRIDGETT, LLP

5
6 By: _____
7 Adam Hofmann
8 Attorneys for Defendant
9 SANTA CLARA VALLEY WATER
10 DISTRICT

EXHIBIT 4

Benjamin L. Stock, (SBN 208774)
E-mail: bstock@bwsllaw.com
Chad W. Herrington (SBN 267269)
E-Mail: cherrington@bwsllaw.com
BURKE, WILLIAMS & SORESENSEN, LLP
1901 Harrison Street, Suite 900
Oakland, CA 94612-3501
Tel: 510.273.8780 Fax: 510.839.9104

FILING FEE EXEMPT PURSUANT TO
GOVERNMENT CODE § 6103

Attorneys for Plaintiff
COUNTY OF SANTA CLARA

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

COUNTY OF SANTA CLARA,

Plaintiff,

v.

SANTA CLARA VALLEY WATER
CONSERVATION DISTRICT; ET AL.

and DOES 1 through 50, inclusive,

Defendants.

Case No. 114CV265661

Assigned for All Purposes to:
Hon. Mary Arand, Dept. 9

FINAL ORDER OF CONDEMNATION

APN: 583-22-006, 007, 015 (Portion)

Action Filed: May 22, 2014
Trial Date: Not Yet Assigned

This Court having granted and filed a Judgment in Eminent Domain pursuant to stipulation adjudging that Plaintiff COUNTY OF SANTA CLARA ("County") is entitled, upon satisfaction of Judgment, to condemn, as prayed in the Complaint in Eminent Domain, against defendants Defendant SANTA CLARA VALLEY WATER DISTRICT, sued as Santa Clara Valley Water Conservation District ("Water District") and all others, all right, title, and interest in and to real property described and depicted in **Exhibit 1** attached hereto and hereby incorporated by reference, and Judgment having been satisfied on _____.

NOW THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED:

1. The portions of the real property located in the State of California, County of Santa

1 Clara designated as Assessor Parcel Numbers 583-22-006, 007, 015, which are described and
2 depicted in Exhibits A-1, B-1, A-2, B-2, A-3, B-3, A-4, B-4, A-5 and B-5 attached hereto as
3 **Exhibit 1** and incorporated herein by reference (the "Subject Property"), are hereby condemned
4 and taken for public use to the County, free and clear of all claims, right, title, interest or liens of
5 the Water District or any other person or entity in, to, on, or against the Subject Property, or
6 claims by or interest of the Water District.

7 2. A certified copy of this Order shall be recorded in the office of the County
8 Recorder of Santa Clara County, State of California, and thereupon title to the Subject Property
9 described in **Exhibit 1** shall vest in the County.

10 3. The County shall not be liable for any taxes and assessments accruing on the
11 Subject Property.

12
13 IT IS HEREBY ORDERED AND ADJUDGED
14
15
16

17 Dated: _____

By: _____

JUDGE OF THE SUPERIOR COURT