

MASTER RESERVOIR LEASE

This Master Reservoir Lease ("Lease" hereinafter) is made and entered into this 10th day of September, 1996, between the Santa Clara Valley Water District, a public corporation, ("District" hereinafter) and the County of Santa Clara, a political subdivision of the State of California, ("County" hereinafter).

RECITALS

WHEREAS, both parties desire that this Lease provide opportunities for recreational sites and facilities on the real property owned by DISTRICT at the reservoirs and percolation ponds listed in Exhibit "A" and delineated on the appended maps A-L (collectively referred to as "the Leased Premises") as a secondary function to the primary function of said reservoir in the storing, regulating and conserving of water and said percolation ponds for recharge of the groundwater basin; and

WHEREAS, COUNTY is willing to provide certain recreational functions, including operation, maintenance and law enforcement on the above-mentioned properties within the Leased Premises consistent with the primary function of the reservoirs and conservation works; and

WHEREAS, the DISTRICT is vested with the authority to acquire, construct, maintain, operate and install recreation facilities in connection with any dam, reservoir, or other works owned or controlled by the DISTRICT; and

WHEREAS, COUNTY is vested with the authority to construct, maintain, operate, and install recreational facilities; and

WHEREAS, DISTRICT policy supports the joint use of its facilities for recreational use by responsible agencies such as COUNTY pursuant to Resolutions 74-38 and 72-44 which provide a process for initiating diversified uses of DISTRICT property; and

WHEREAS, the primary purpose of reservoirs is water supply for the citizens of Santa Clara County and any recreational use of the reservoirs is granted as a privilege and will always be secondary to this primary purpose and shall not adversely impact reservoir water quality as a source of water supply as described below in Paragraph 3, nor made to be dependent on water levels within the reservoirs; and

WHEREAS, over the past 20 years the Santa Clara Valley Water District and County of

Santa Clara, Department of Parks and Recreation have cooperated in maintaining the supply and quality of this local water resource while providing a recreational resource; and

WHEREAS, the DISTRICT recognizes the need for comprehensive watershed management to protect the local water resources, and the County is in the process of extensive recreational facilities master planning within the watershed areas of certain reservoirs; and

WHEREAS, the COUNTY is in the process of implementing the Santa Clara County Trails Master Plan in which the District is identified as an implementor for some purposes, and the District has expressed the intent to encourage use of District levees and maintenance roads as potential trail connections; and

WHEREAS, any development within the watershed of reservoirs will have an impact on the quality of water supply for the citizens of the County of Santa Clara; and

WHEREAS, both DISTRICT and COUNTY recognize the fact that more public ownership of lands within watershed areas can preserve and enhance water supply and quality of water for the citizens of the COUNTY; and

WHEREAS, the District prepared an Initial Studies and Negative Declaration which identified certain conditions to mitigate potentially significant impacts as a result of this Master Lease which are included as a part of this agreement; and

WHEREAS, the DISTRICT and COUNTY agree to coordinate their respective planning efforts; and

WHEREAS, COUNTY and DISTRICT agree that the value of each site may vary for purposes of recreation, COUNTY shall endeavor to keep all sites under lease for the term hereof, and specifically acknowledges the value of Guadalupe and Almaden reservoirs as viewsheds for COUNTY park land.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements mentioned herein, and other good and valuable consideration, the parties agree as follows.

AGREEMENT

1. Term and Termination of Lease

a) DISTRICT hereby leases to COUNTY all of the property owned by DISTRICT at the ten (10) reservoirs and the Percolation Ponds to the high water mark shown on Exhibit A and delineated upon the maps, Appendices A-L and made a part hereof, for recreational purposes, excepting that property, if any, delineated by shading and cross-hatched upon said Exhibit A, Appendices A-L. The term of this Lease shall be a period of twenty (20) years, commencing with the date written above to and including September 10, 2016. At the option of

the COUNTY, this Lease may be renewed at twenty-year (20) increments upon mutual agreement. This Lease may be terminated by either party after six (6) months written notice to the other party.

b) The parties acknowledge that there may be circumstances under which the COUNTY may determine that its best interests require a modification to the Lease for occupancy of fewer than all of the reservoirs or percolation ponds. In the event that COUNTY determines to propose termination of fewer than all reservoirs or percolation ponds, COUNTY shall authorize staff to negotiate with the DISTRICT regarding the proposal. DISTRICT and COUNTY staffs shall then meet and confer no less than three times within the forty-five days following written notice from COUNTY to DISTRICT to determine whether there are mutually agreeable terms and conditions upon which to recommend continuation of this Lease, or a portion thereof. Staffs shall communicate the position of each party to the Board of Directors and the Board of Supervisors. In the event of agreement between COUNTY and the DISTRICT, this Lease shall be amended accordingly. In the event that the parties do not agree on an amendment to this Lease, either Board may authorize continued negotiations or the delivery of a six-month written notice of termination of the entire Lease to the other party. In the event of delivery by either party of a written notice of termination by either party, this Lease shall terminate six months from the date of delivery of such notice.

c) COUNTY shall observe all statutes, laws, ordinances and regulations applicable to its responsibility assumed under this Lease. In the event that COUNTY is in violation of any provision of this Lease, DISTRICT shall provide COUNTY written notice of the specific violation and a ninety-day period, or such time as is reasonably necessary (which may be less or more than 90 days depending on the necessity for cure), to cure the violation, or to alleviate any threat to public health or safety.

d) The COUNTY shall control, regulate, supervise, and be responsible for all public recreational use throughout the period of this Lease and any renewal thereof.

2. Use of Sites

a) County Responsibilities COUNTY shall be fully responsible for the public recreational use on the above-described lands and in and on the water stored thereon. COUNTY shall control, regulate and supervise the public use thereof. COUNTY will be responsible, in its discretion (but consistent with the right of DISTRICT to carry out its use of the site pursuant to Paragraph 2(b) and without substantial diminution of the capacity or function of any reservoirs as now existing or as may hereafter be altered or enlarged by the DISTRICT), for the provision and regulation of recreation functions including, but not be limited to, the posting of warning signs, the installation of guarding, restricting, or fender devices, whether fixed or floating, the improvement, operation and maintenance of recreation areas, to include, but not limited to, launch ramps, recreation parking and access roads, lake patrol, debris removal, park security, launch and lake use fees administration, special events, sanitation

service and picnic trash removal, as in the sole opinion of COUNTY may be necessary or appropriate for the health, safety and enjoyment of the users of the premises for any recreational purposes.

b) District Responsibilities DISTRICT will be responsible for improvements and facilities not related to public recreational uses including, but not limited to, dams, reservoir and appurtenant facilities, non-recreational activity roads and parking areas, and access control installations such as automobile guardrails, berms and/or boulder placement as in the sole opinion of DISTRICT may be necessary or appropriate.

c) Mitigation of Environmental Impacts The DISTRICT has prepared an Initial Studies and Negative Declaration concerning the implementation of this Master Lease which identified certain potentially significant impacts and mitigations thereof which are set forth in Exhibit B attached hereto and incorporated by reference.

3. Reservoir Operations and Water Quality

a) Primary Use for Water Supply It is expressly understood by COUNTY that DISTRICT is engaged in the conservation of water and that terms and conditions of this Agreement and the public and recreational use and access afforded thereby shall not in any way interfere with the absolute, free, and unrestricted right of DISTRICT to operate and maintain any dam or reservoir or any appurtenant works thereto, or to repair or reconstruct any of its works, or to raise or lower the height of the water of the reservoir. It is further understood that nothing herein contained shall be construed as conferring a right upon COUNTY or the public, or any member thereof, to have, or a duty upon DISTRICT to provide, water in said reservoir at any time.

b) Water Levels

1) It is expressly understood by COUNTY that the level of water stored upon the leased premises may fluctuate from day-to-day and that such fluctuations may require that the DISTRICT exercise greater control over or restriction of the COUNTY's use of the premises for recreation purposes. DISTRICT shall provide COUNTY annually ("annual notice"), but not later than May 1, the operational levels for each reservoir and all planned maintenance, repair, construction or improvements which will affect the recreational use or create a material change in the water levels, including any anticipated effect on fish or wildlife. The annual notice shall include available information concerning the DISTRICT's capital expenditure plan for each year of operation that will reasonably affect water levels and which will impact recreational uses. In addition, COUNTY shall be responsible for informing itself thereof and of all other conditions of the leased premises, which may in anywise affect the health and safety of the users of the premises for any recreational purpose. The parties acknowledge that the fluctuation of the water level may create greater access for neighboring livestock to the surface water and the parties recognize that the responsibility for notifying the landowner and other actions lies with the DISTRICT in its capacity as the landowner, and not with the COUNTY in its capacity as

the recreation provider.

2) Repair by District. When the DISTRICT conducts repairs to its dam facilities which impact COUNTY recreational facilities or trails, DISTRICT shall conduct the repair in a manner which does not damage or which minimizes damage to COUNTY improvements. Except for emergency conditions, DISTRICT will attempt to provide a 48-hour telephone notice to COUNTY deputy Director of Parks and Recreation or designee prior to conducting maintenance which obstructs the use of the Park facility or trail. DISTRICT shall make every reasonable effort not to damage or affect the use of COUNTY trails and facilities. However, should it become necessary for the DISTRICT to undertake future work which may affect the use of or require reconstruction of a trail or recreational facility the costs associated therewith shall be borne by the COUNTY unless otherwise explicitly agreed to by the DISTRICT.

3) Emergency Work Whenever DISTRICT performs or intends to perform any emergency work or maintenance, repair or reconstruction that affects recreational use on the leased premises, the water level, or on any works appurtenant thereto, DISTRICT shall have the affirmative duty to immediately notify COUNTY as soon as reasonably possible, with at least twenty-four (24) hour prior telephone notice, if possible, or three (3) day prior written notice.

4) Material repairs not included in the Annual Notice For DISTRICT repairs not included in the annual notice, not anticipated in the capital improvements report or water level report, and which effect a material change in the water level of any reservoir which will reasonably affect recreational uses, DISTRICT shall provide COUNTY at least sixty (60) days' written notice, or as much advance notice as is reasonably practicable.

c) Water Quality

1) DISTRICT shall have the right to limit or restrict the type, intensity, or water quality control location of recreational use as necessary to meet any California Department of Health Services, Regional Water Quality Control Board, or District policies, requirements or regulations regarding the quality of drinking water supply sources. This right to limit or restrict the type or location of recreational use as reasonably necessary shall be exercised when the DISTRICT determines that there is or threatens to be a significant degradation of water quality associated with recreational activity. Prior to effecting any limitations or restrictions, DISTRICT shall first convey immediately to COUNTY notice in writing of the specific reasons which necessitate such action. The notice shall be given not later than thirty (30) days prior to effecting such limitations or restrictions or a shorter time if reasonably required by the authority.

2) DISTRICT will perform all reservoir and groundwater quality monitoring and analyses that are necessary or advisable, in DISTRICT's sole discretion.

d) Repairs, Maintenance and Improvements The parties agree that the costs for repairs, maintenance or improvements shall be paid by COUNTY if related to COUNTY's recreation program and by DISTRICT if related to DISTRICT's water conservation program. The parties agree to share the cost for items which are mutually agreed to relate to both the COUNTY's recreation program and the DISTRICT's water conservation program. If a dispute results for the allocation or division of an expense, then the parties shall resolve the matter in accordance with paragraph [13] 11 (Dispute Resolution).

4. Operation and Maintenance of the Leased Premises

a. COUNTY shall maintain and manage the Leased Premises and assume all costs thereof as relates to paragraph 2.a). To the extent consistent with this Lease, COUNTY shall have all powers related to maintenance and management of the leased premises, including, without limitation, the powers to:

- 1) Determine staffing for recreational maintenance and operations;
- 2) Determine hours of operation of the Leased Premises and time for public access;
- 3) Determine COUNTY and public activities to be allowed at the Leased Premises consistent with state and federal laws and regulations.

b. Maintenance shall be at the level comparable to COUNTY's maintenance of COUNTY-owned parks of a similar size and with similar improvements. DISTRICT shall serve written notice to the COUNTY when additional maintenance is required as a result of local, state or federal water quality laws or regulations which require it. COUNTY shall have 30 days to respond to the notice in writing concerning its time estimate for corrective action or to propose another alternative, provided that COUNTY shall respond as appropriate in a shorter period of time as directed by a state or federal regulatory agency. The parties shall meet and confer if necessary concerning issues of shared responsibility.

5. Fees

Fees received by the COUNTY from recreational use services shall inure to COUNTY and may be used to cover the costs of future improvements, maintenance, and operation (including administration and overhead costs attributable to the leased premises).

6. Subleases, Assignments, and Concessions

Any subleases, assignments or concession agreements initiated by COUNTY shall be subject to the approval of DISTRICT. Such approval shall not be unreasonably withheld.

7. Restrictions on the Use of Regulated Materials on District Leased Property

a) Regulated materials shall be defined for purposes of this agreement as any material which is defined as a "hazardous material, hazardous waste, hazardous substance, designated waste or special waste" in accordance with applicable local, state and federal ordinances, statutes and regulations.

b) The County has provided an inventory of regulated materials and quantities which are stored or used in the operations of the County recreational uses. District acknowledges receipt of the inventory statement and quantities. Parties acknowledge that any one or more of the materials contained on the list may be used in the leased premises relative to the operation of the recreational facilities.

c) Lessee shall provide District copies of any amendments to modifications or supplemental information concerning the inventory as it is prepared by the County.

d) In the event of a discharge or release of a hazardous substance or waste from, or resultant of, the Lessee's operations, whether with or without the explicit or implicit knowledge of the District, the Lessee is responsible for:

1) Notification of all authorities in accordance with all Federal, state, and local regulations.

2) Immediate notification to the District's Environmental Compliance Division, followed by written notification within 24 hours of discovery of the release.

3) The investigation, including contaminant characterization, removal, monitoring, disposal, and regulatory clearance for remediation of the hazardous substance or waste, to the satisfaction of the District and any regulatory agency.

4) Any and all costs, including District costs, associated with all corrective actions.

8. Improvements

a) Approval Process COUNTY shall have the right to build any improvements necessary or convenient for the development of any lands leased from DISTRICT under this Lease for purposes authorized by this Lease, provided that the location and suitability for use of such improvements are, in each case, first approved by DISTRICT. The COUNTY shall provide construction improvement plans for all proposed COUNTY development on Leased Premises transmitted by letter requesting approval of intended improvements. DISTRICT shall have sixty (60) days in which to comment on said plans. After this time the plans shall be deemed approved by DISTRICT if no comment is made by the DISTRICT. Alternatively COUNTY may utilize the DISTRICT's process as set forth in Resolution No. 74-38 on Joint Public Use of District Facilities attached hereto as Exhibit "B".

b) Water Quality Protection Measures The DISTRICT reserves the right to require that all proposed improvements include reasonable water quality protection measures. All proposed facility improvements must include DISTRICT review of a detailed plan and program for operations and maintenance designed to protect water quality and response to water quality emergencies.

c) Applicable Law COUNTY shall observe all statutes, laws, ordinances and regulations applicable to the construction of the improvements under this Lease.

d) Improvements at Termination of Lease Upon termination of this Lease for any reason whatever, COUNTY may remove any improvements built by it. COUNTY shall within six (6) months restore the DISTRICT's properties to their pre-improved conditions unless the DISTRICT agrees to retain ownership of the improvements. DISTRICT shall maintain the dam and reservoir and any and all improvements and appurtenances thereto which provide, as a primary function for the storage, regulation and conservation of water.

e) Planning Process The COUNTY agrees to integrate the master planning efforts for Calero, Stevens Creek, Anderson and Coyote reservoirs with the DISTRICT in the DISTRICT's development of a Comprehensive Reservoir Watershed Management Project. The COUNTY's parks facilities master plans which describe the recreational capacities projected by the COUNTY for watershed areas will be used by the DISTRICT as a basis for evaluating potential impacts of recreation on the reservoirs and watersheds. The COUNTY agrees to withhold finalization of the Calero, Anderson, Stevens Creek and Coyote Master Plans until such time as their consistency with the Comprehensive Reservoir Watershed Management Project can be determined. Prior to this determination, the COUNTY will limit improvements so as not to place additional facilities within the watershed areas within the Leased Premises substantially increase the intensity of recreational use beyond the current levels. Such improvements will be subject to the review of DISTRICT staff. The DISTRICT agrees to provide the COUNTY full participation in the comprehensive watershed planning process to facilitate interpretation of the Park master plans. The DISTRICT's Comprehensive Reservoir Watershed Management Project field work is targeted to be completed by February 1998. Progress updates will be provided to the COUNTY every six months from the date of this Master Reservoir Lease.

f) Projects/Opportunities with Mutual Benefit The parties shall cooperate and work mutually on shoreline erosion protection projects and share in the benefits and costs. Further, the parties shall look for opportunities to partner on projects of mutual concern and create plans for public information and education as part of the implementation of the project(s), including such things as working together to achieve a competitive edge on grant applications, creating informational brochures and public relations, all of which benefit the citizens of Santa Clara County.

g) Signage The parties shall cooperate to create and install signage which benefits the programs of each party, such as warnings, entrance signage, interpretive signs, and

joint uses when applicable. The General Manager of the DISTRICT and the Director of the Parks and Recreation Department of the COUNTY or their designees shall meet and confer on a periodic basis to plan and install appropriate signage which serves the needs of both parties.

9. Indemnification

a) Indemnification by County

1) To the fullest extent permitted by law, the COUNTY shall indemnify and hold harmless the DISTRICT, and its agents and employees, from and against claims, damages, losses and expenses arising out of or resulting from any damage or injury to person or property of any kind caused or allegedly caused by:

i) any condition of the Leased Premises for which the COUNTY is responsible;

ii) the act or omission, on said Leased Premises, of the COUNTY or of any person in, on or about said premises with the permission of the COUNTY, or

iii) any matter connected with the COUNTY's occupation and use of said premises over which it has control.

2) The COUNTY hereby assumes all risk of damage to personal property or injury to persons in, upon or about the premises from any cause, except for DISTRICT's negligence whether arising from the ownership or use of DISTRICT's property, and except for recreational accidents which result from the condition of the design or maintenance by DISTRICT of its improvements, and the COUNTY hereby waives all claims in respect thereof against the DISTRICT. DISTRICT and its agents shall not be liable for any damaged property or any injury or damage to persons or be liable for any damaged property or any injury or damage to persons or property resulting from any cause whatsoever unless 1) caused by or due to the active negligence or willful misconduct of the DISTRICT, its agents or employees, or 2) the failure of the dam.

3) If any action or proceeding is brought by reason of any such claim for which the COUNTY bears responsibility and/or liability pursuant to this Lease and in which the DISTRICT is named as a party, the COUNTY shall defend the DISTRICT therein at the COUNTY's expense.

b) Indemnification by District To the fullest extent permitted by law, the DISTRICT shall indemnify and hold harmless the COUNTY and its agents and employees from and against any claims, damages or injury, losses and expenses to persons or property of every kind arising from or resulting from DISTRICT's ownership and use for purposes of storage, regulation and conservation of water on the leased premises and appurtenances thereof, except

in situations where COUNTY is required to indemnify the DISTRICT pursuant to subparagraph 9(a).

10. Relations with the Public

The parties recognize the unique nature of the resources and recreational uses covered by this Lease and of the beneficial effects to both parties of providing these resources to the public. The parties resolve to utilize their respective offices to mutually support the efforts of each other to deliver such services to the public. The parties further agree to cooperate in order to resolve disputes and assist each other in responding to public inquiries arising from the activities of the parties or either of them.

11. Dispute Resolution

a) The parties acknowledge that issues may arise that require resolution between the parties. The parties agree to meet and confer to resolve such issues. The COUNTY hereby appoints the Director of Parks and Recreation, or his designee, and the DISTRICT appoints its General Manager, or his designee, as its representative for dispute resolution. Either party may notify the other party upon a 48-hour telephone notice or three (3) day written notice whenever a party desires to meet and confer and the other party shall attend at a mutually agreed upon date, time and location. The parties agree to utilize this procedure prior to instituting any legal action which pertains to this Lease. Except as specifically provided herein, nothing contained herein shall diminish any right or remedy of either party at law.

b) Arbitration The parties may mutually agree that a dispute shall be submitted to arbitration in San Jose, California (or other venue agreed to by the parties) conducted by a retired judge of the Superior Court of California to be agreed upon by the parties. In the absence of an agreement governing the arbitration process, the arbitration shall be by and according to the Rules of the American Arbitration Association but shall include a Statement of Decision and shall be according to California law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The cost of the arbitrator initially shall be borne equally by the parties, but the prevailing party in the proceeding shall be entitled to recover its contribution for the reasonable cost of the arbitrator from the other party.

12. Miscellaneous

a) Binding Effect The covenants and agreements contained in this Lease shall bind the respective successors, assigns, heirs and legal representatives of the parties hereto.

b) Entire Agreement This Lease and any exhibits or addenda attached hereto set forth all covenants, agreements, conditions and understandings between COUNTY and DISTRICT concerning the Premises. There are no covenants, agreements, conditions or understandings, either oral or written, between the parties hereto other than as herein set forth.

c) Modification Provisions of this Lease may be modified, waived or added to only by an instrument in writing signed by the party against which enforcement of such change, waiver, discharge or termination is sought.

d) Waiver The waiver by either party of a violation or breach of any provision of this Lease by the other party shall not constitute a waiver of any subsequent violation or breach.

13. Notices

Communications relating to this Lease or under the unlawful detainer statutes of California shall be in writing and shall be delivered personally, sent by United States mail, first class postage prepaid, or by private messenger or courier service, to the addresses set forth below:

If DISTRICT: General Manager
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, California 95118-3686

If COUNTY: Director
Santa Clara County Parks and
Recreation Department
298 Garden Hill Drive
Los Gatos, California 95030

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.

SANTA CLARA VALLEY
WATER DISTRICT

By 
Chairperson of the Board of
Directors


COUNTY OF SANTA CLARA

By 
Chairperson of the Board of
Supervisors
Dianne McKenna

ATTEST:


Clerk of the Board of
Directors

ATTEST:


Clerk of the Board of
Supervisors
PHYLLIS A. PEREZ

APPROVED AS TO FORM:

A.C. Burnett
General Counsel

APPROVED AS TO FORM AND
LEGALITY:

Kathryn A Berry
Deputy County Counsel

luberry\scvwd\lease.oth

MITIGATION MONITORING PLAN

EXHIBIT "B"

page 1 of 4

Attachment A, Part 4

The following mitigation measures are recommended to reduce potentially significant project impacts to insignificance and are required to be monitored. For those measures which are to be attached as a condition of the proposed lease, the District shall monitor implementation by requiring the SCCPRD to submit a letter annually which reports on the status of the lease requirements. This letter is referred to as the SCCPRD Lease Status Report.

IMPACT: *Water Quality*--Illegal swimming in reservoirs which are emergency water sources for the District has the potential to result in a violation of DHS water quality orders resulting in a significant water quality impact.
Potentially significant.

Park(s): Initial Focus on ALMADEN, ANDERSON, CALERO, AND COYOTE Reservoirs with application at all 12 lease areas.

Mitigation: SCCPRD, in cooperation with SCVWD, should implement an improved and aggressive swimming prohibition sign program. Signs should convey both the "NO SWIMMING" message in a multilingual format using succinct language and symbolism demonstrating the rationale for this restriction at the reservoirs. Additional NO SWIMMING signs should be placed in all likely areas where visitors access the lakeshore (e.g., all developed recreation areas, volunteer trails, automobile pulloffs, etc). Phase 1 of the swimming prohibition sign program will focus on Almaden, Anderson, Calero and Coyote Reservoirs which are considered emergency water supply sources by the SCVWD. At the completion of Phase 1, Phase 2 signing will extend the new program to the remaining 8 lease areas and any other appropriate bodies of water owned by the SCVWD.

Effect: The impact would be reduced to a less than significant level (C. Ling, Department of Health Services, September 8, 1994).

Implementation: Attached as a condition of the proposed lease.

Monitoring: SCCPRD Lease Status Report

November 1994

IMPACT: *Animal Life*-Use of live bait fish by the fishing public at the lease area reservoirs and percolation ponds potentially increases the risk of adverse impact to the red-legged frog, a species proposed for listing under the Federal Endangered Species Act. *Potentially significant.*

EXHIBIT "B"

Parks: ALL PARKS

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Mitigation: Within 12 months of the approval of the lease agreement the Santa Clara County Parks and Recreation Commission shall petition the State Fish and Game Commission to amend the California Sport Fishing Regulations, Article 3, Section 4.20 (4) to include a prohibition on the use of live bait fish in the lease area reservoirs and percolation ponds.

If the California Fish and Game Commission amends the California Sport Fishing Regulations as requested by the Parks and Recreation Commission, the following actions shall be effected:

1. The SCCPRD shall coordinate with the CDFG for the posting of temporary signing noticing the ban on bait fish. Temporary signing shall be posted at entrances and principal access areas to Parks.
2. The SCCPRD shall coordinate with the CDFG in the development of a notice announcing the ban on bait fish at lease area reservoirs. The notice shall be mailed to all Santa Clara County outlets for live bait fish for posting.
3. The Santa Clara County Parks and Recreation Department shall coordinate with CDFG in the development of a permanent signing program incorporating interpretive and regulatory information about the bait fish ban.

Effect: Should reduce the potential for impacts on the red-legged frog from activities conducted pursuant to the lease agreement.

Implementation: Attached as a condition of the proposed lease.

Monitoring: SCCPRD Lease Status Report

IMPACT: *Animal Life/Pla. Life-Recreational activities or actions to support recreation, such as fish stocking, could have an adverse impact on aquatic life at Coyote Percolation Pond. Potentially significant.*

EXHIBIT "B"

Parks: COYOTE PERCOLATION POND

page 3 of 4

Mitigation: Prior to the granting of any special use permits, or the development of a park use plan, an environmental assessment of the proposed use on the Coyote Percolation Pond lease area shall be completed.

Effect: Should identify potential impacts and constraints within the lease area and avoid significant adverse impacts to animals, plants and sensitive habitats.

Implementation: Attached as a condition of the proposed lease.

Monitoring: SCCPRD Lease Status Report; a copy of the environmental assessment of the proposed use shall be attached.

IMPACT: *Public Health & Safety-Lack of continuous fencing around the dam spillway creates a hazardous condition for the public. Potentially significant.*

Park(s): ALMADEN

Mitigation: As a condition of lease renewal, SCVWD shall install a sign warning the public of the hazard and seek DOSD approval to install approximately 100 feet of continuous chain-link fencing along all exposed edges associated with the spillway.

Effect: This impact would be reduced to a less than significant level.

Implementation: Attached as a condition of the proposed lease.

Monitoring: SCCPRD Lease Status Report

IMPACT: *Public Health & Safety*-Possible adverse impact on human health and safety resulting from a limited number of and the poor condition of existing warning signs along the perimeter of the reservoir regarding mercury contamination of fish. *Potentially significant.*

EXHIBIT "B"

Park(s): ALMADEN, GUADALUPE

page 4 of 4

Mitigation: As a condition of lease renewal, SCCPRD shall implement an improved signage program at Almaden and Guadalupe reservoirs. Existing warning signage shall be replaced, and additional multilingual warning signs shall be positioned at conspicuous volunteer trail cutting locations.

Effect: This impact would be reduced to a less than significant level.

Implementation: Attached as a condition of the proposed lease.

Monitoring: SCCPRD Lease Status Report

RESOLUTION NO. 74-38

DECLARING POLICY GOVERNING
JOINT PUBLIC USE OF
DISTRICT FACILITIES

RESOLVED by the Board of Directors of Santa Clara Valley Water District that, it being deemed in the public interest to secure diversified uses of District property to the greatest extent compatible with the primary purpose of such property, it is hereby declared to be the policy of this Board that, upon conditions outlined below and others of like nature deemed necessary by this Board, the joint use of District facilities by properly empowered public agencies is favored.

A. Such joint use shall not unduly interfere with the District's use;

B. The agency which it is proposed shall make such joint use will assume full responsibility for maintenance and policing of the use and full responsibility for damage or claim of damage of every kind resulting from the use and will further provide adequate public liability insurance coverage;

C. The installation, maintenance and removal of improvements or structures necessary or convenient to the joint use shall be at the sole cost of the agency proposing such joint use; and

D. The agency proposing such joint use will secure the

Resolution Declaring Policy Governing Joint Public Use of District Facilities.

comment and opinion of the adjacent property owners and of the affected community by public hearing and make a report of such comment as part of its proposal; provided, that the requirement of a public hearing may in any appropriate case be waived by the District.

PASSED AND ADOPTED by the Board of Directors of Santa Clara Valley Water District, this 7th day of May, 1974, by the following vote:

AYES: Directors J. CHIRI, M. E. DULLEA, P. T. FERRARO,
~~J. J. Lenihan, E. A. Mirassou~~, C. RUSH, R. T. SAPP.

NOES: Directors None

ABSENT: Directors J.J. Lenihan, E.A. Mirassou

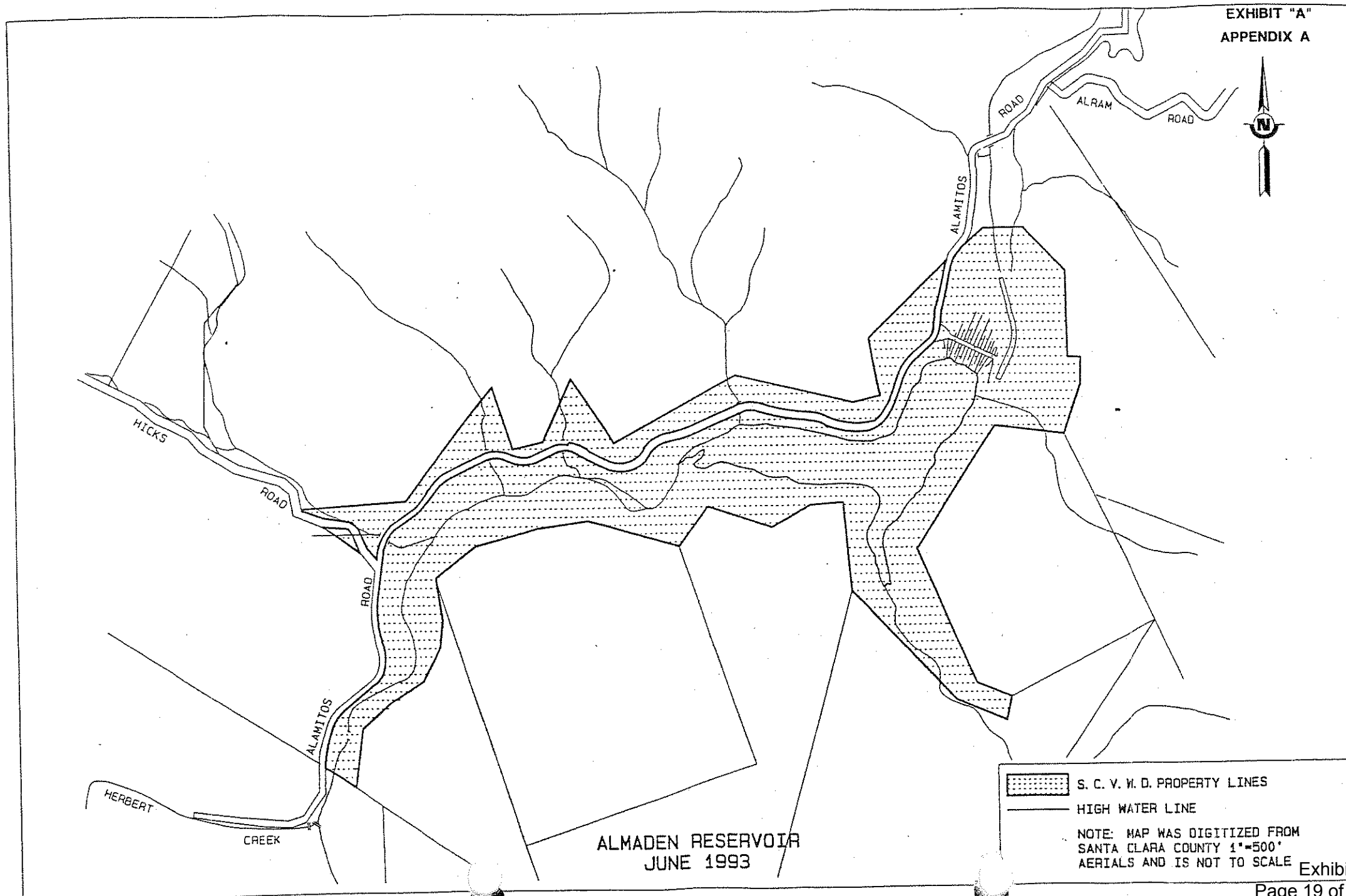
SANTA CLARA VALLEY WATER DISTRICT

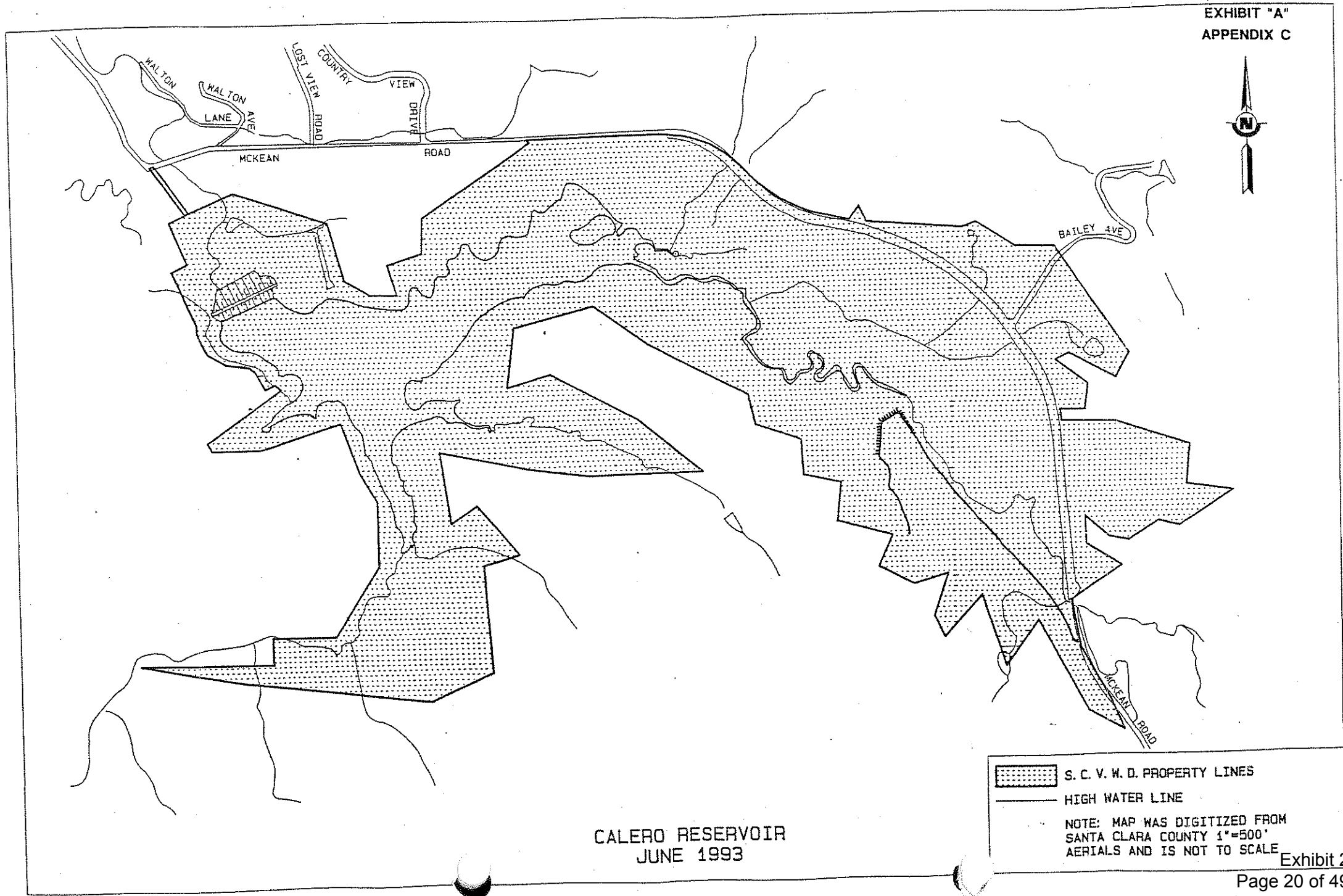
By: Joseph Chiri
Chairman of the Board of Directors

ATTEST: VIOLET V. ENANDER

Violet V. Enander
Clerk of said Board of Directors

EXHIBIT "A"
APPENDIX A







CALERO RESERVOIR
JUNE 1993

■ S. C. V. W. D. PROPERTY LINES
— HIGH WATER LINE

NOTE: MAP WAS DIGITIZED FROM
SANTA CLARA COUNTY 1"=500'
AERIALS AND IS NOT TO SCALE



ANDERSON RESERVOIR
JUNE 1993

 S. C. V. W. D. PROPERTY LINES
 HIGH WATER LINE

NOTE: MAP WAS DIGITIZED FROM
SANTA CLARA COUNTY 1"=500'
AERIALS AND IS NOT TO SCALE

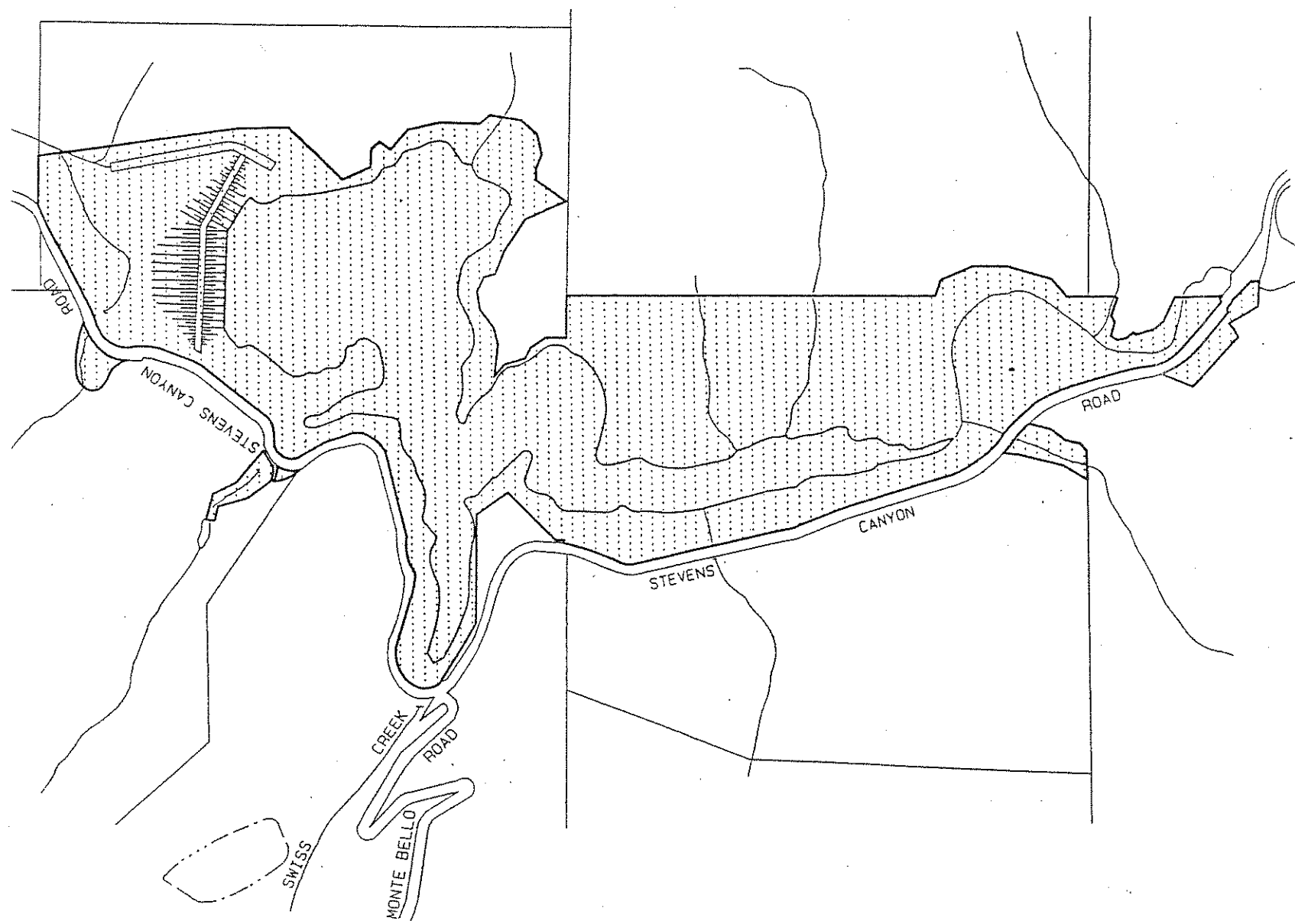


EXHIBIT "A"
APPENDIX J

S. C. V. W. D. PROPERTY LINES
HIGH WATER LINE
NOTE: MAP WAS DIGITIZED FROM
SANTA CLARA COUNTY 1"-500'
AERIALS AND IS NOT TO SCALE

STEVENS CREEK RESERVOIR
JUNE 1993

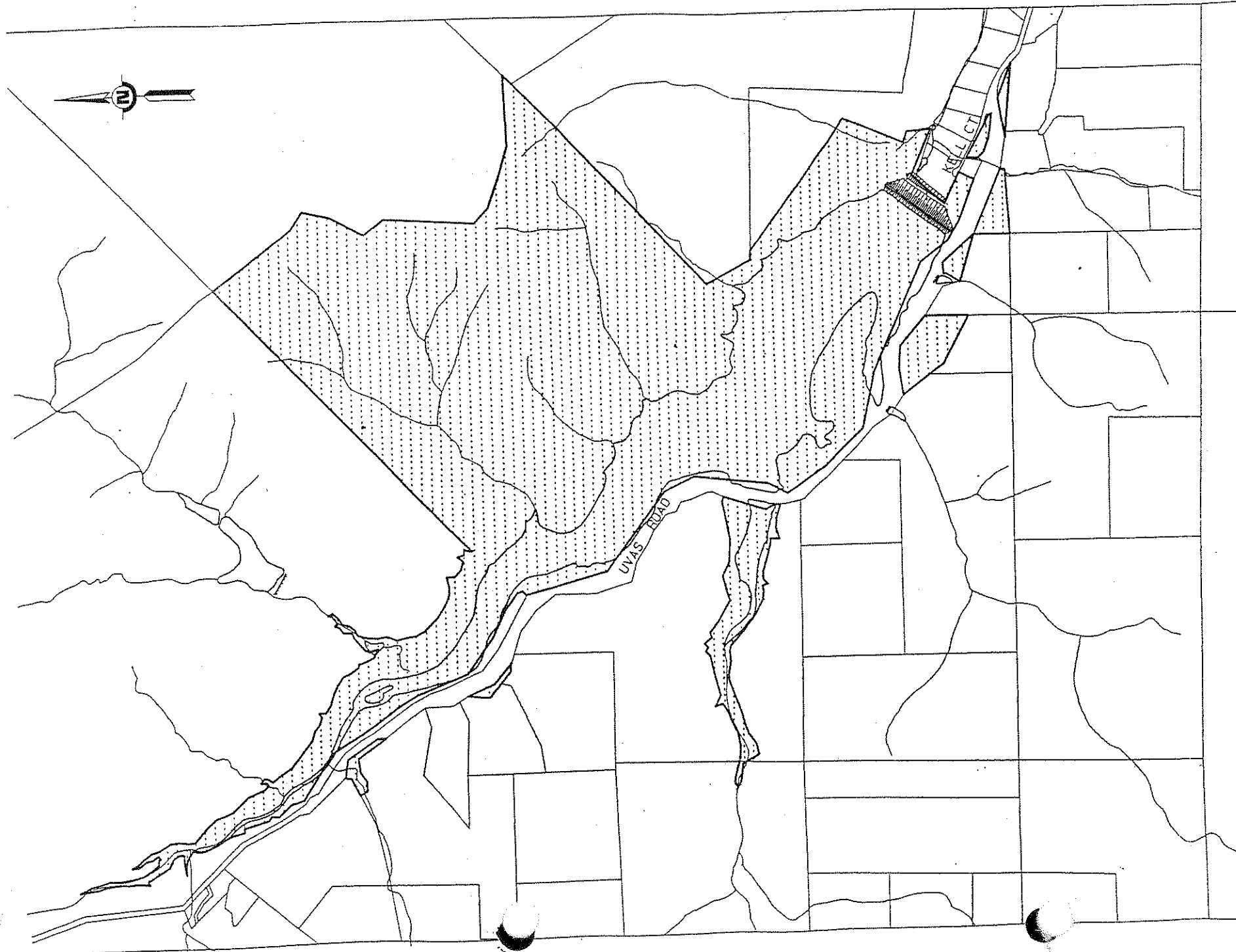
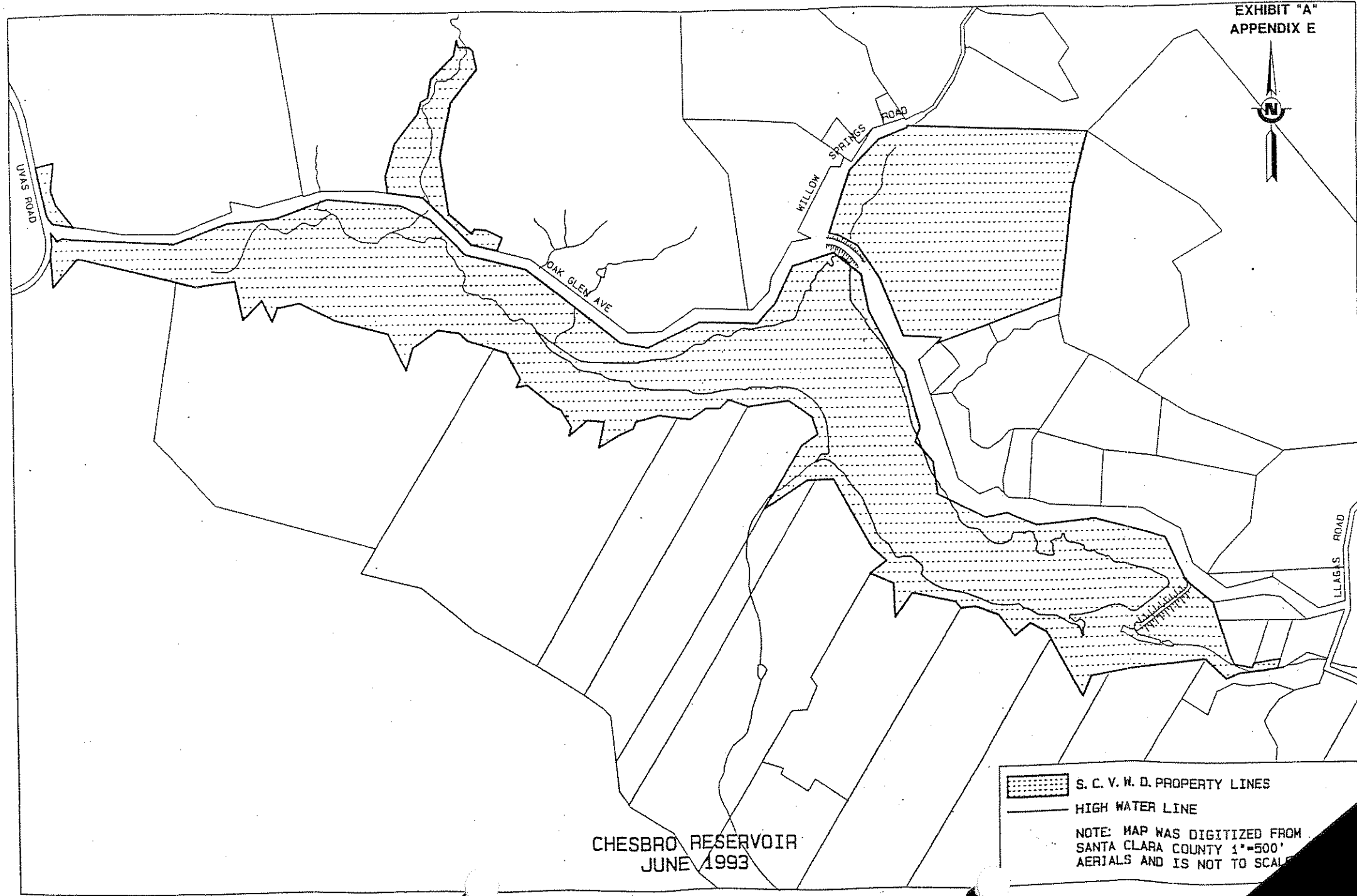


EXHIBIT "A"
APPENDIX K

S. C. V. W. D. PROPERTY LINES
HIGH WATER LINE
NOTE: MAP WAS DIGITIZED FROM
SANTA CLARA COUNTY 1"=500'
AERIALS AND IS NOT TO SCALE

UVAS RESERVOIR
JUNE 1993

EXHIBIT "A"
APPENDIX E



CHESBRO RESERVOIR
JUNE 1993

■ S. C. V. W. D. PROPERTY LINES
— HIGH WATER LINE

NOTE: MAP WAS DIGITIZED FROM
SANTA CLARA COUNTY 1"=500'
AERIALS AND IS NOT TO SCALE

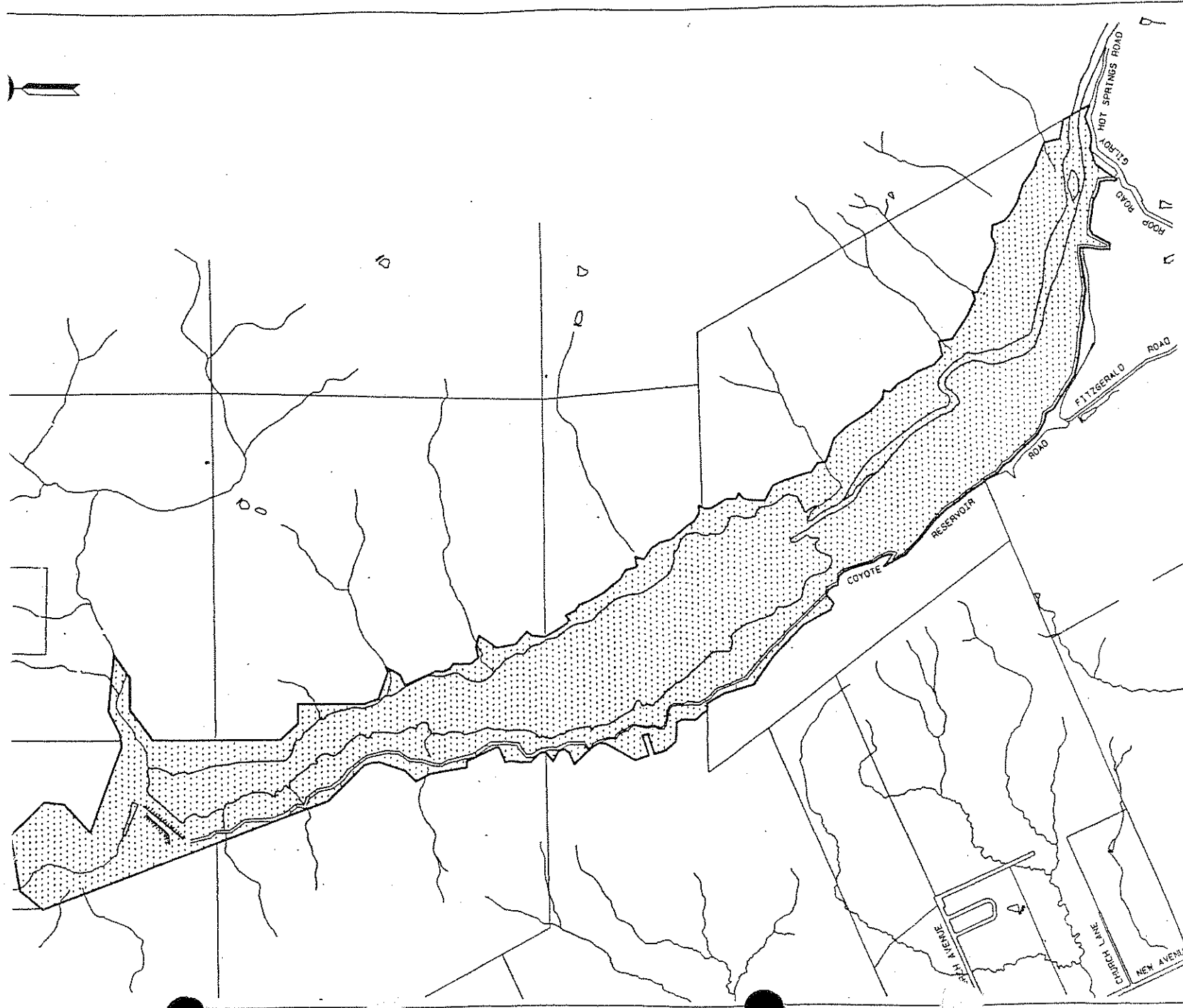
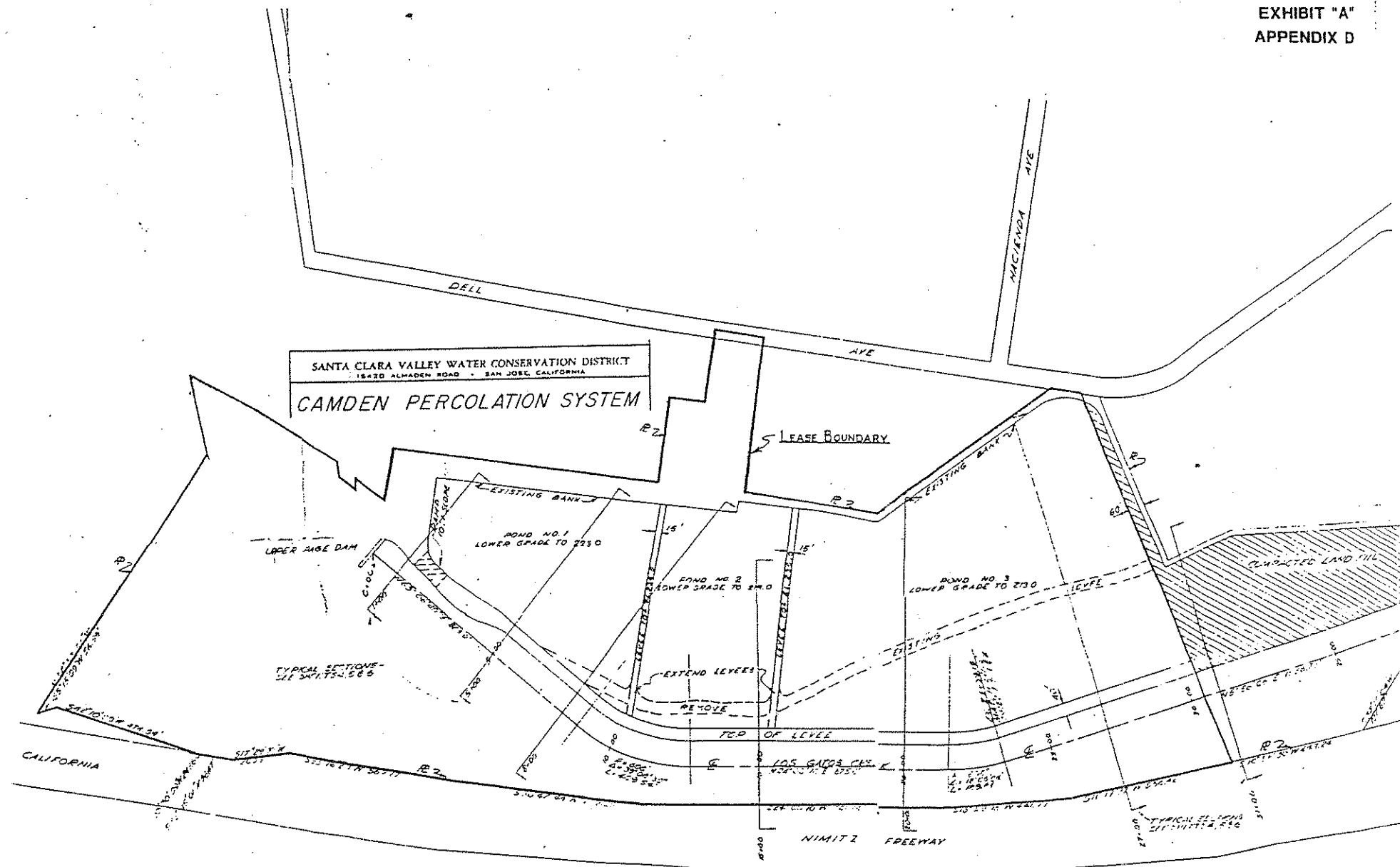
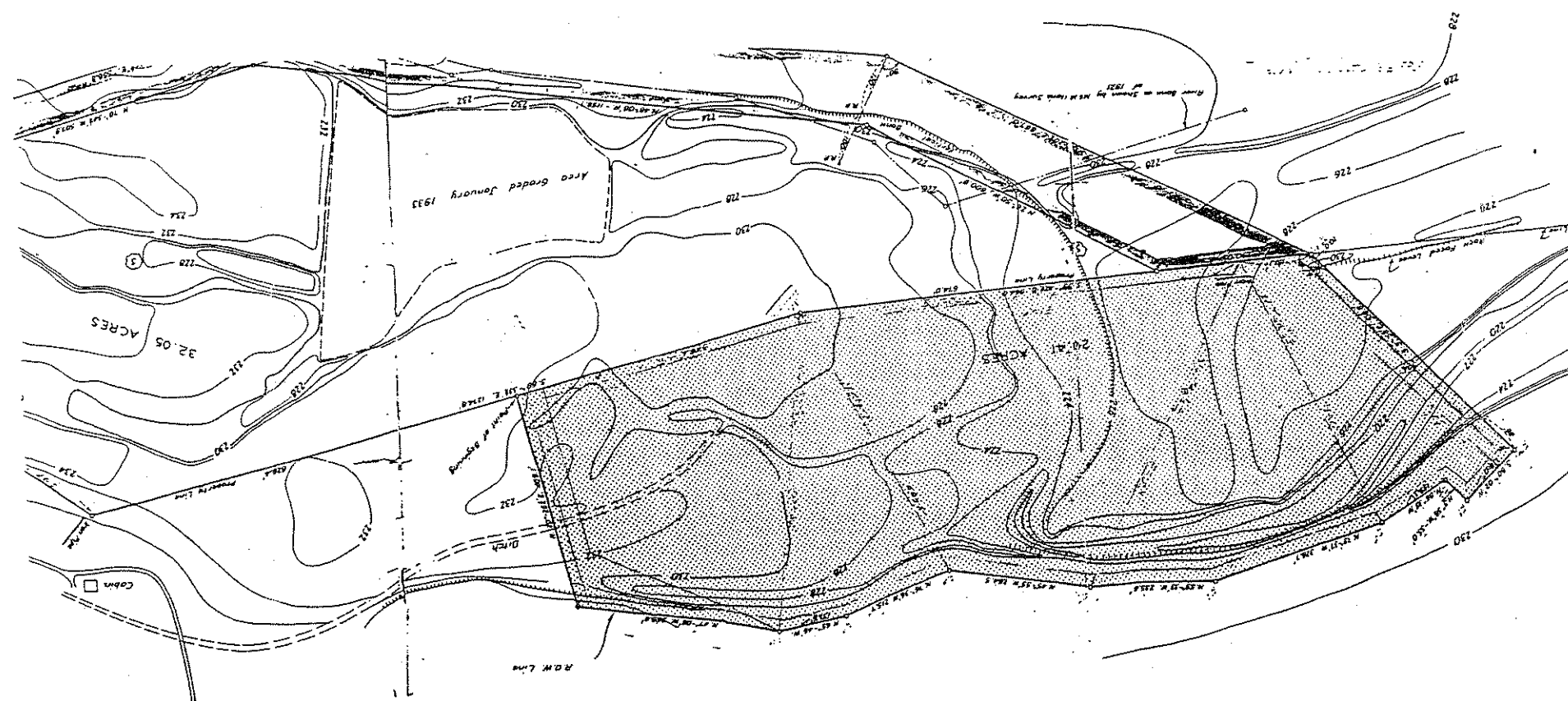


EXHIBIT "A"
APPENDIX F

S. C. V. W. D. PROPERTY LINES
HIGH WATER LINE
NOTE: MAP WAS DIGITIZED FROM
SANTA CLARA COUNTY 1"-500'
AERIALS AND IS NOT TO SCALE

COYOTE RESERVOIR
JUNE 1993





COYOTE PERCOLATION AREA

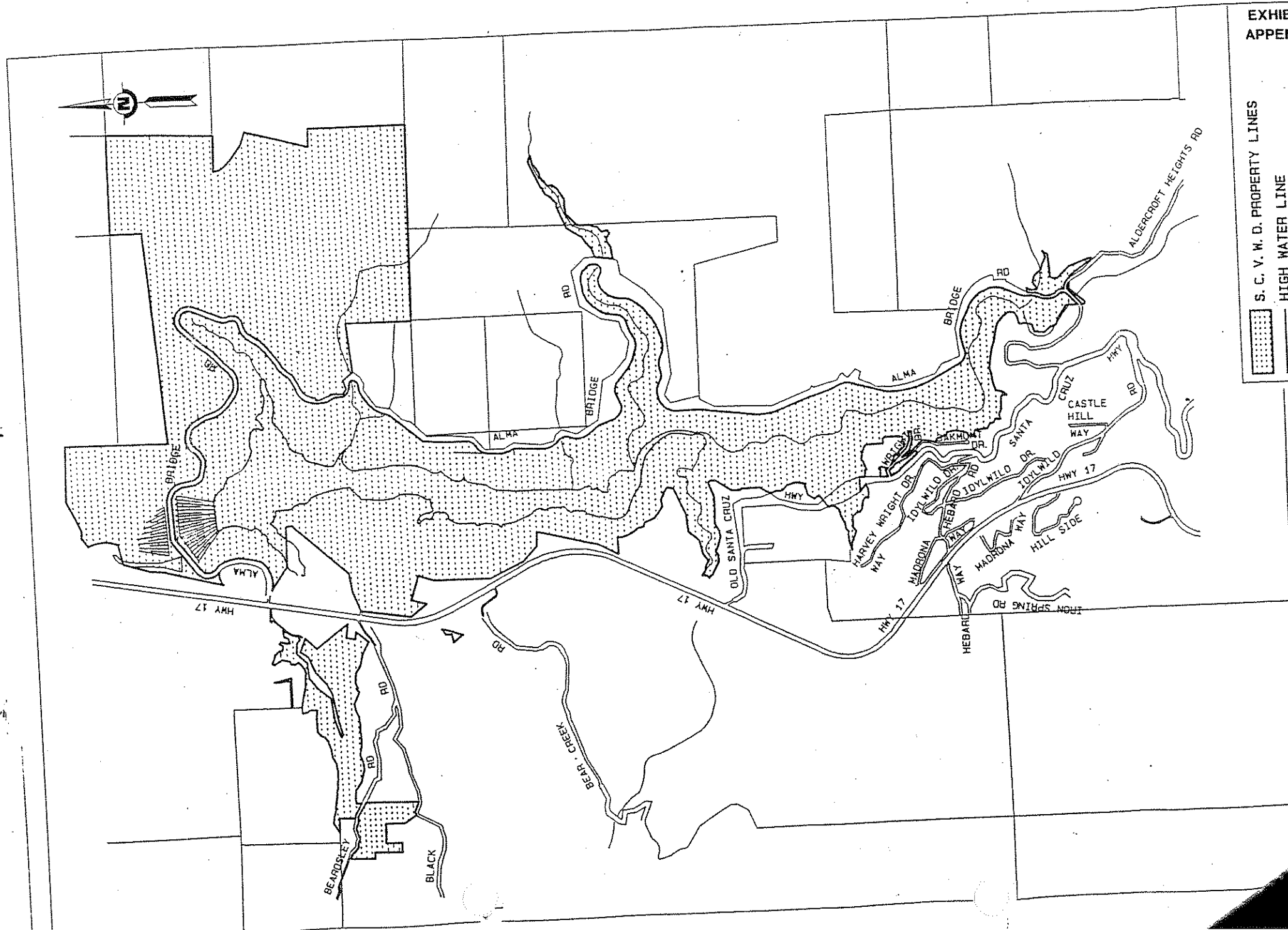


EXHIBIT "A"
APPENDIX I

S. C. V. W. D. PROPERTY LINES
HIGH WATER LINE
NOTE: MAP WAS DIGITIZED FROM
SANTA CLARA COUNTY 1"=500'
AERIALS AND IS NOT TO SCALE

LEXINGTON RESERVOIR
JUNE 1993

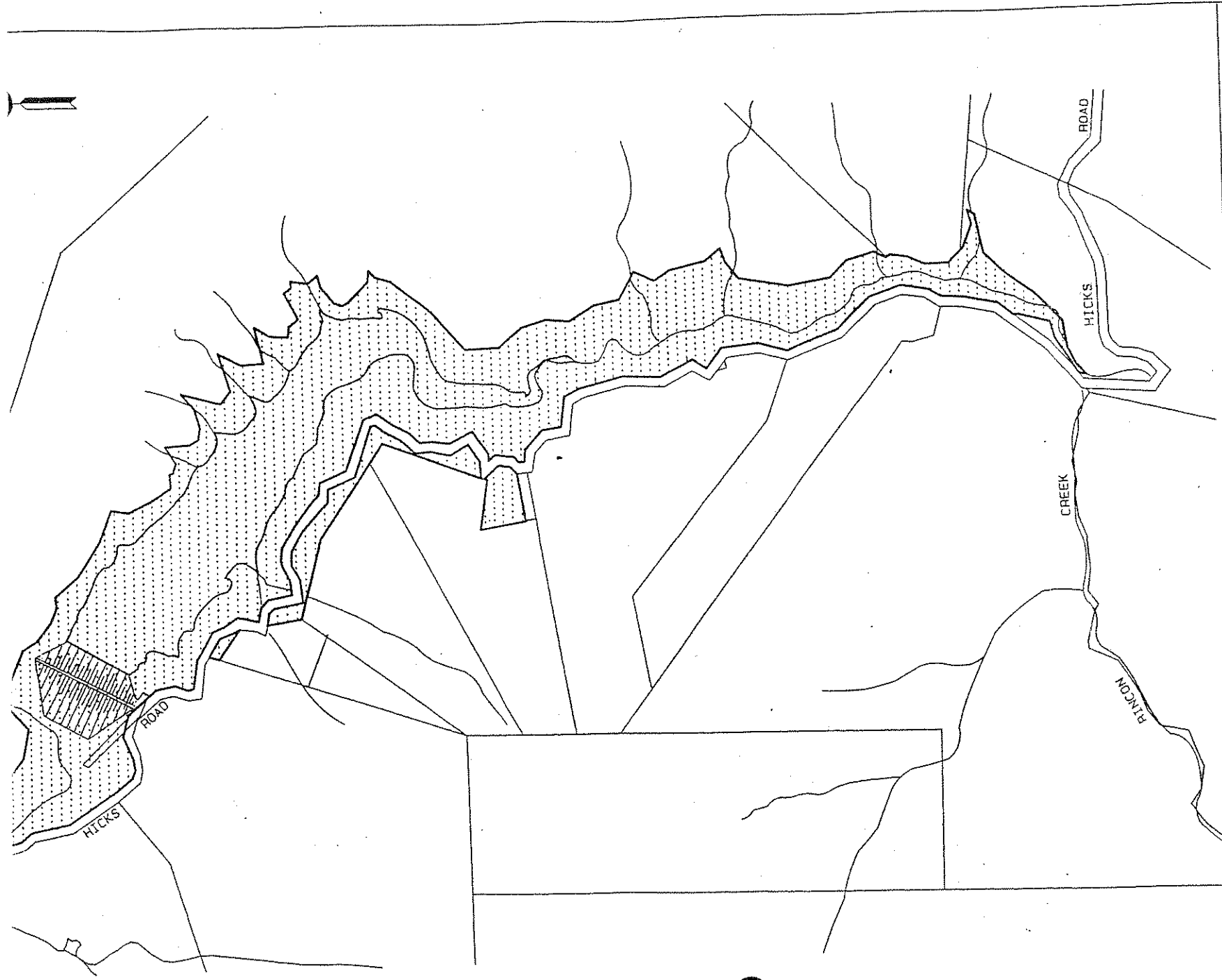


EXHIBIT "A"
APPENDIX H

S. C. V. W. O. PROPERTY LINES
HIGH WATER LINE
NOTE: MAP WAS DIGITIZED FROM
SANTA CLARA COUNTY 1"=500'
AERIALS AND IS NOT TO SCALE

GUADALUPE RESERVOIR
JUNE 1993

FIRST AMENDMENT TO MASTER RESERVOIR LEASE

This First Amendment to the September 10, 1996, Master Reservoir Lease (SCVWD Agreement No. A1969) between the Santa Clara Valley Water District, a public corporation, (District) and the County of Santa Clara, a political subdivision of the State of California, (County) is entered into this 13th day of December 2005.

WHEREAS; the Master Lease Agreement has been in effect for nine years and still has eleven years to go under the original term, and in that time it has become clear that certain changes to the property area covered would be to the mutual benefit of the parties; and

WHEREAS; the parties wish to make certain modifications in the property covered by the lease and to clarify that the leased areas do not include property where the District is not owner in fee or where property is not accessible to the public for recreational purposes;

WHEREAS; nothing herein shall preclude the parties from amending the Master Reservoir Lease in the future;

NOW THEREFORE, for good and valuable consideration the parties agree as follows.

1. Exhibit A to the Master Lease Agreement (including map Appendices A-L) is hereby replaced with the attached Amended Exhibit "A-1(2005)" map Appendices A(1) through L(1). The maps are more specifically identified as follows:

1993 Exhibit A maps (original maps) replaced w/Exhibit A-1 (2005) (updated maps):

Appendix A (Almaden Reservoir)	Appendix A(1) (Almaden Reservoir)
Appendix B (Anderson Reservoir)	Appendix B(1) (Anderson Reservoir)
Appendix C (Calero Reservoir)	Appendix C(1) (Calero Reservoir)
Appendix D (Camden Percolation System)	Appendix D(1) (Camden Percolation System)
Appendix E (Chesbro Reservoir)	Appendix E(1) (Chesbro Reservoir)
Appendix F (Coyote Reservoir)	Appendix F(1) (Coyote Reservoir)
Appendix G (Coyote Percolation Area)	Appendix G(1) (Coyote Percolation Area)
Appendix H (Guadalupe Reservoir)	Appendix H(1) (Guadalupe Reservoir)
Appendix I (Lexington Reservoir)	Appendix I(1) (Lexington Reservoir)
Appendix J (Stevens Creek Reservoir)	Appendix J(1) (Stevens Creek Reservoir)
Appendix K (Uvas Reservoir)	Appendix K(1) (Uvas Reservoir)
Appendix L (Vasona Reservoir)	Appendix L(1) (Vasona Reservoir)

2. All other terms and conditions not mentioned herein remain in effect.

The parties have executed this Amendment the day and year first above written.

**SANTA CLARA VALLEY
WATER DISTRICT**

By 

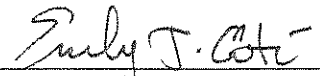
Richard P. Santos
Chairperson of the Board
of Directors

Date: DEC 20 2005

ATTEST: 

Clerk/Board of Directors

APPROVED AS TO FORM:



Emily J. Cote
District Counsel

Date: December 2, 2005

COUNTY OF SANTA CLARA

By 

Liz Knise, Chair
Board of Supervisors

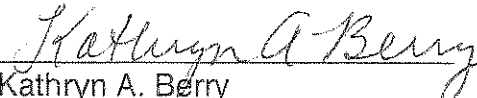
Date: DEC 13 2005

Signed and certified that a copy of this document has been delivered by electronic or other means to the Chair, Board of Supervisors.

ATTEST: 

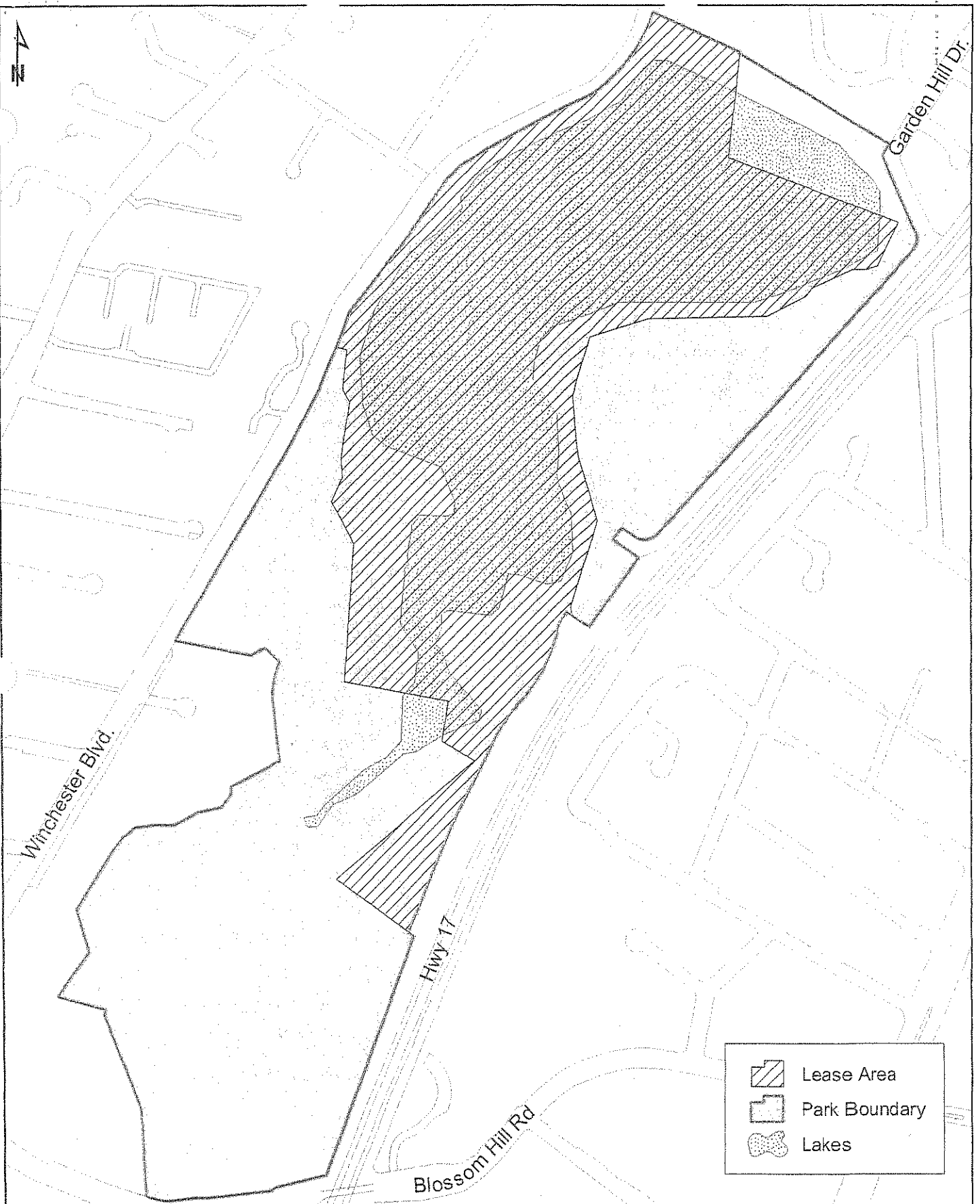
Phyllis A. Perez, Clerk
Board of Supervisors

Date: DEC 13 2005
APPROVED AS TO FORM AND
LEGALITY:



Kathryn A. Berry
Deputy County Counsel

Date: Dec. 2, 2005



**SANTA CLARA
COUNTY PARKS**

This map generated by the County of Santa Clara Department of Parks and Recreation. The GIS files were compiled from various sources. While deemed reliable, the Department assumes no liability.

Title:

Vasona Reservoir

Date:

October 6, 2005

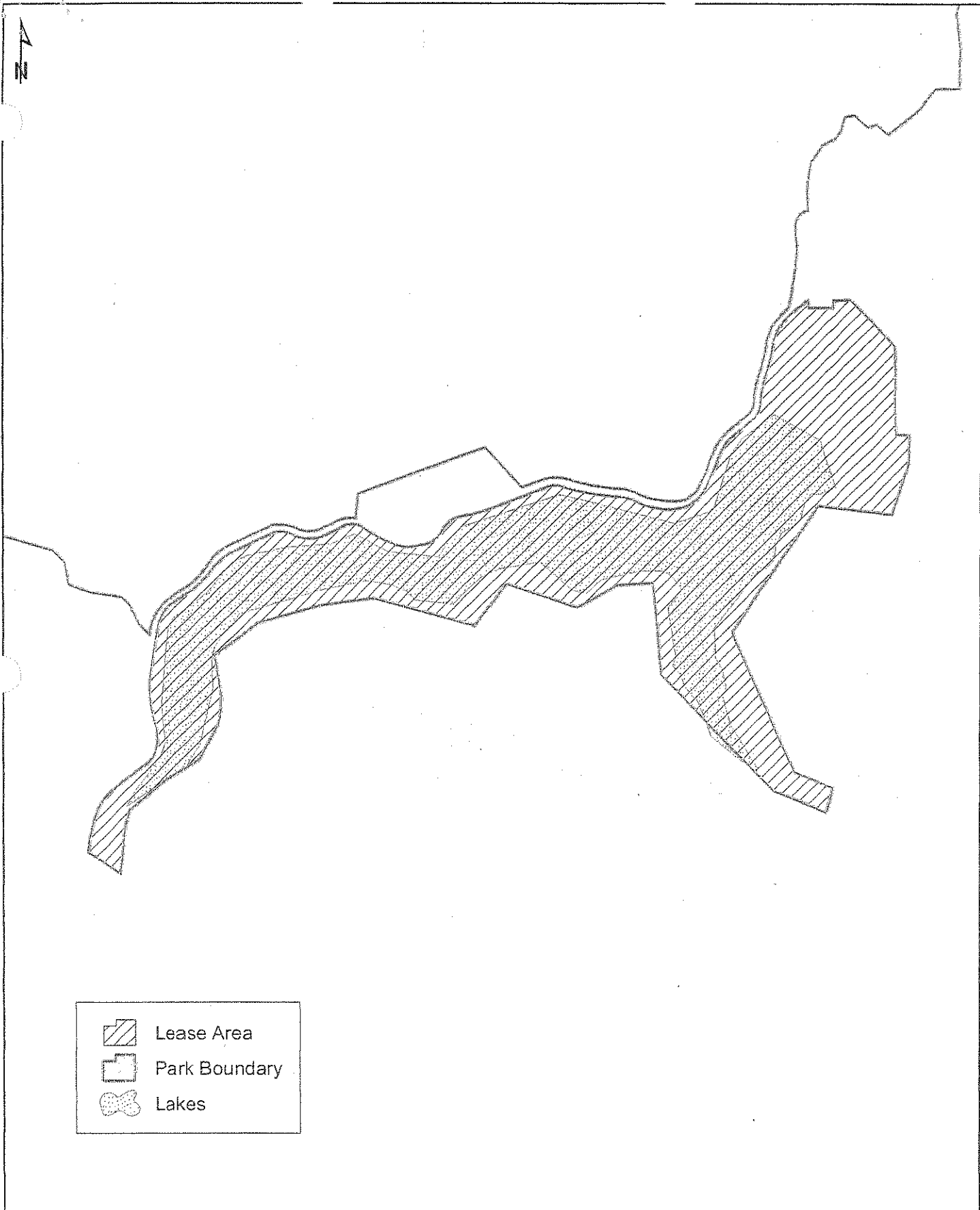
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


Updated Exhibit A-1(2005)
Appendix L-1

Created By:

Scale:

0 125 250 500 750 Feet



	Lease Area
	Park Boundary
	Lakes



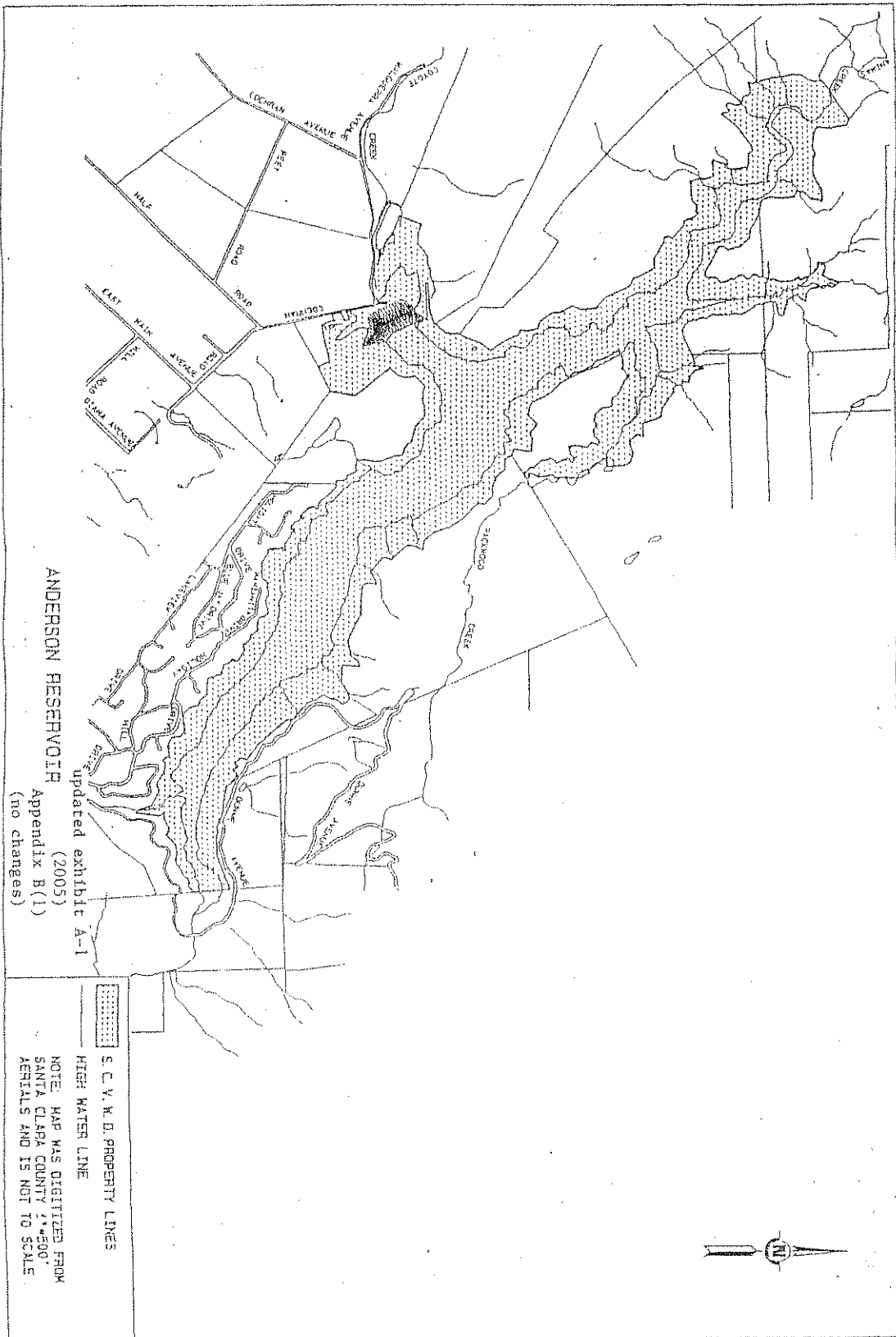
**SANTA CLARA
COUNTY PARKS**

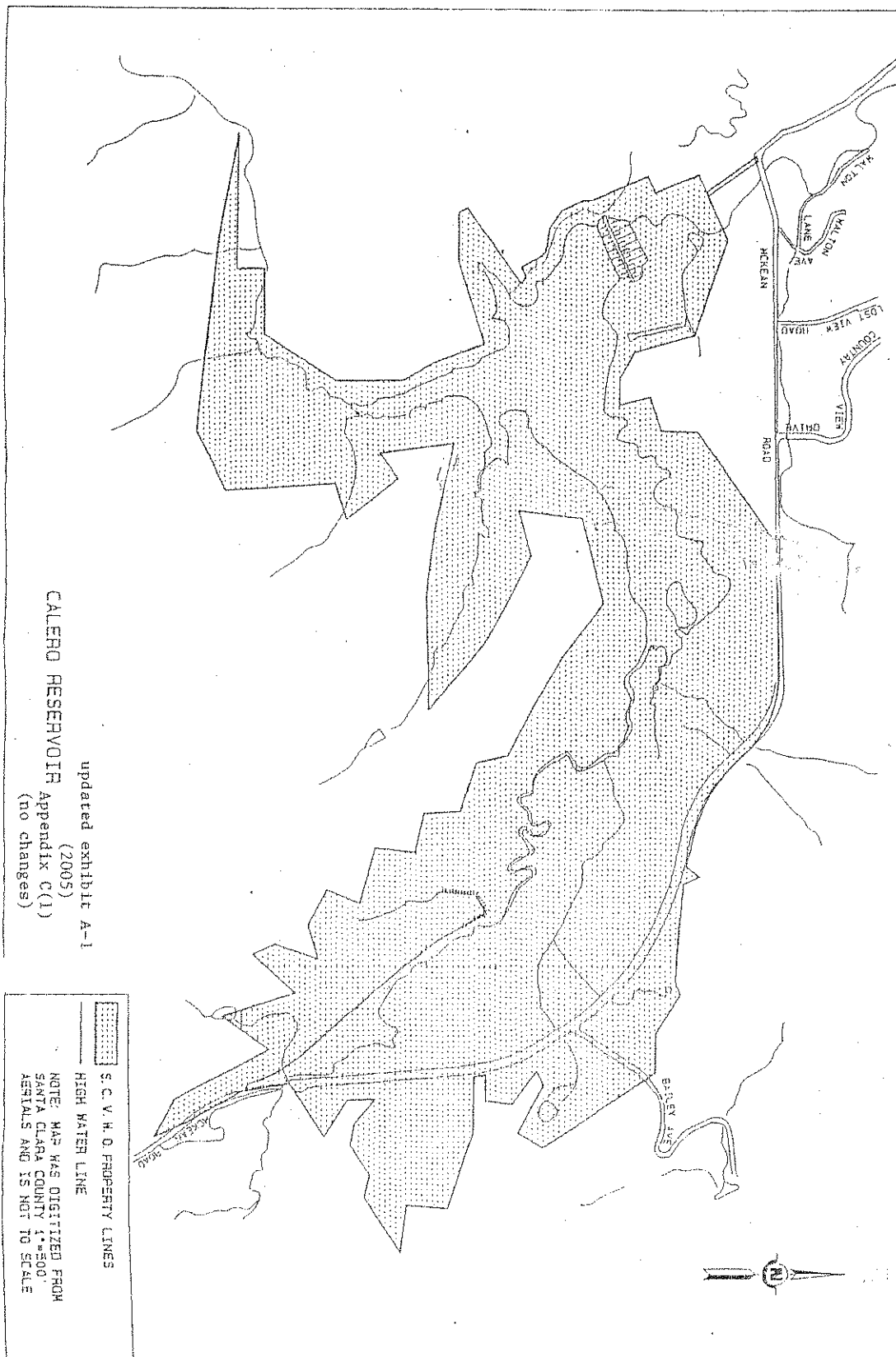
This map generated by the County of Santa Clara Department of Parks and Recreation. The GIS files were compiled from various sources. While deemed reliable, the Department assumes no liability.

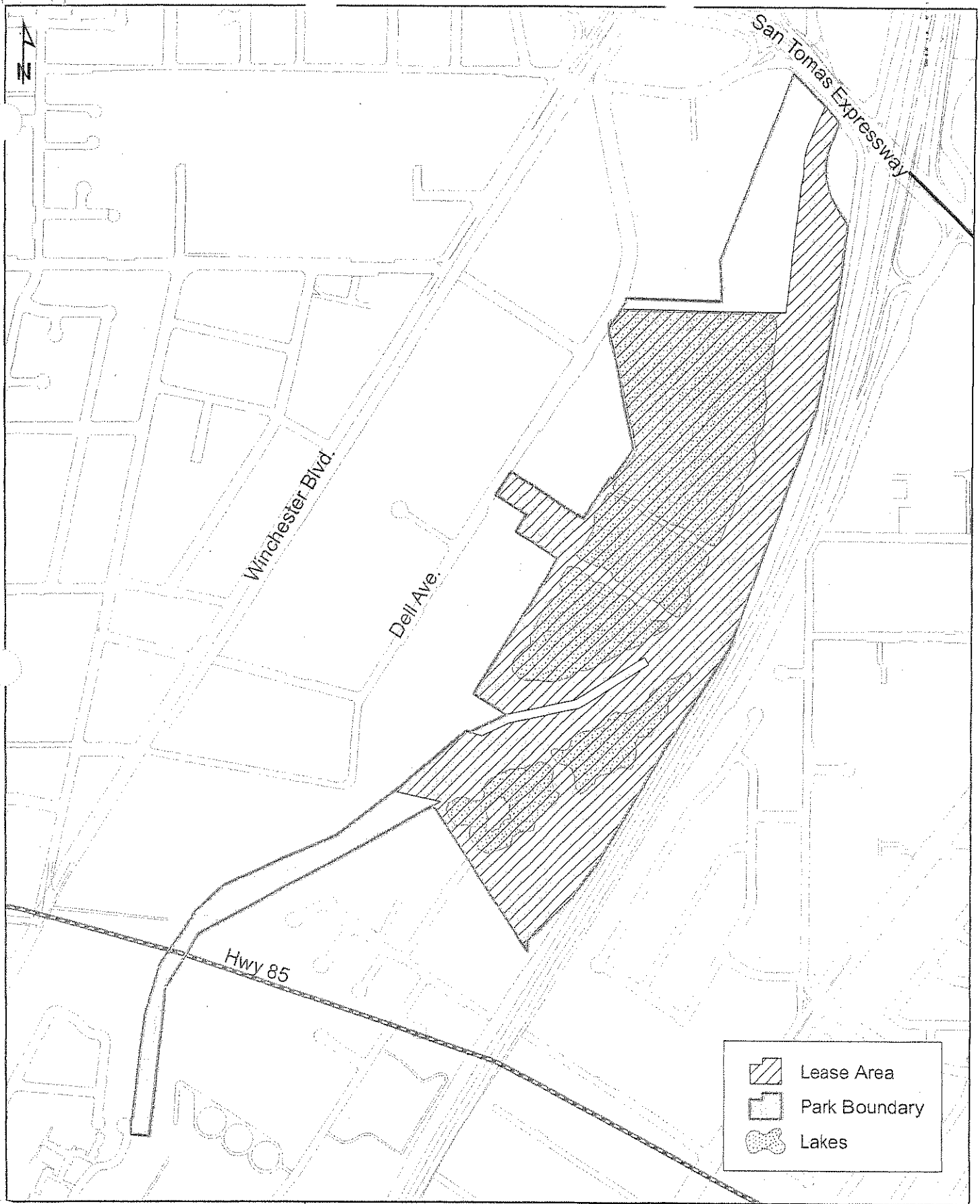
Title:	Almaden Reservoir
Date:	October 6, 2005

Comments:	Updated Exhibit A-1 (2005) Appendix A(1)
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Created By:	Scale:
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**SANTA CLARA
COUNTY PARKS**

This map generated by the County of Santa Clara Department of Parks and Recreation. The GIS files were compiled from various sources. While deemed reliable, the Department assumes no liability.

Title:

Camden Percolation Ponds

Date:

October 6, 2005

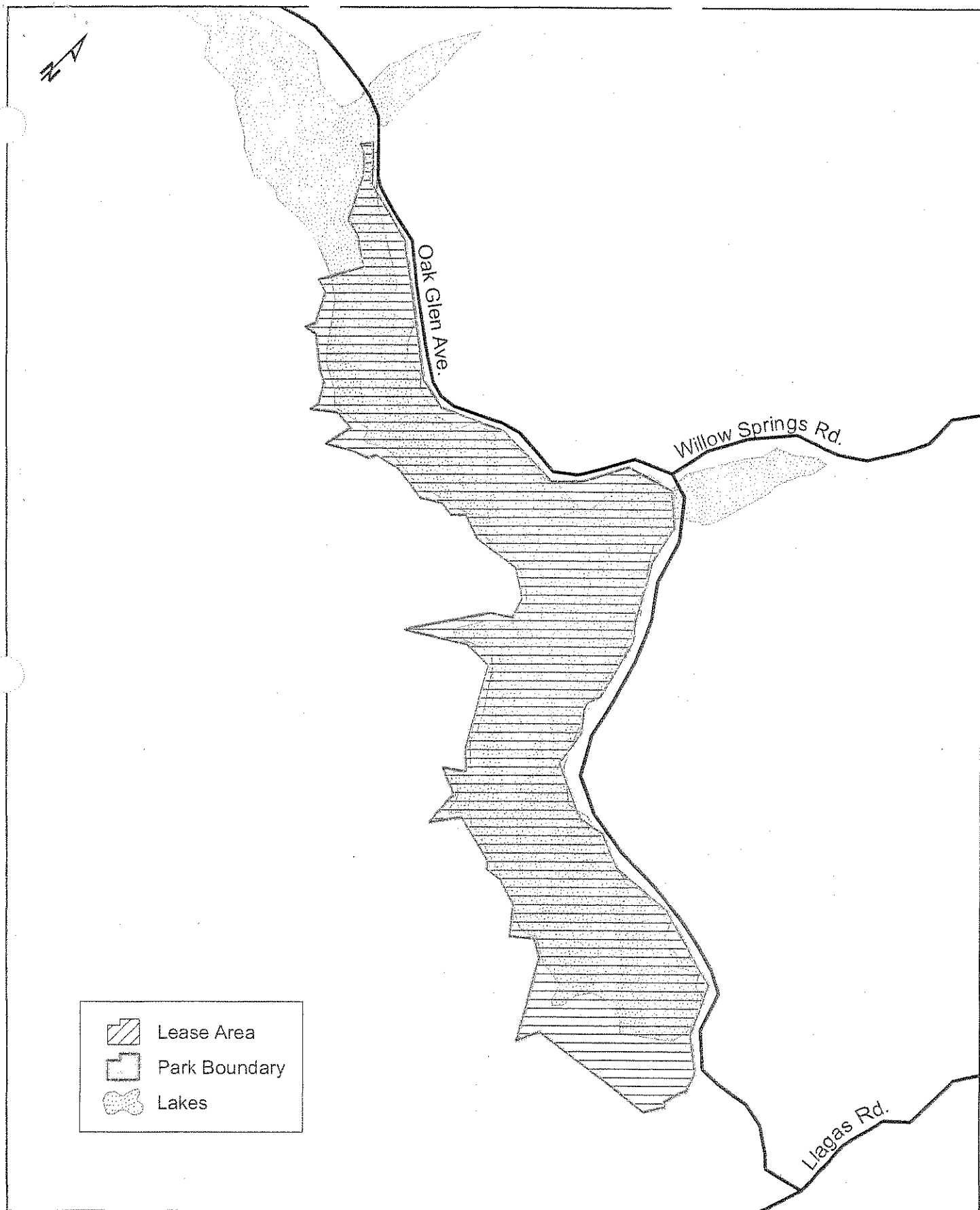
Comments:

Updated Exhibit A-1 (2005)
Appendix D-1

Created By:

Scale:

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Feet



	Lease Area
	Park Boundary
	Lakes



**SANTA CLARA
COUNTY PARKS**

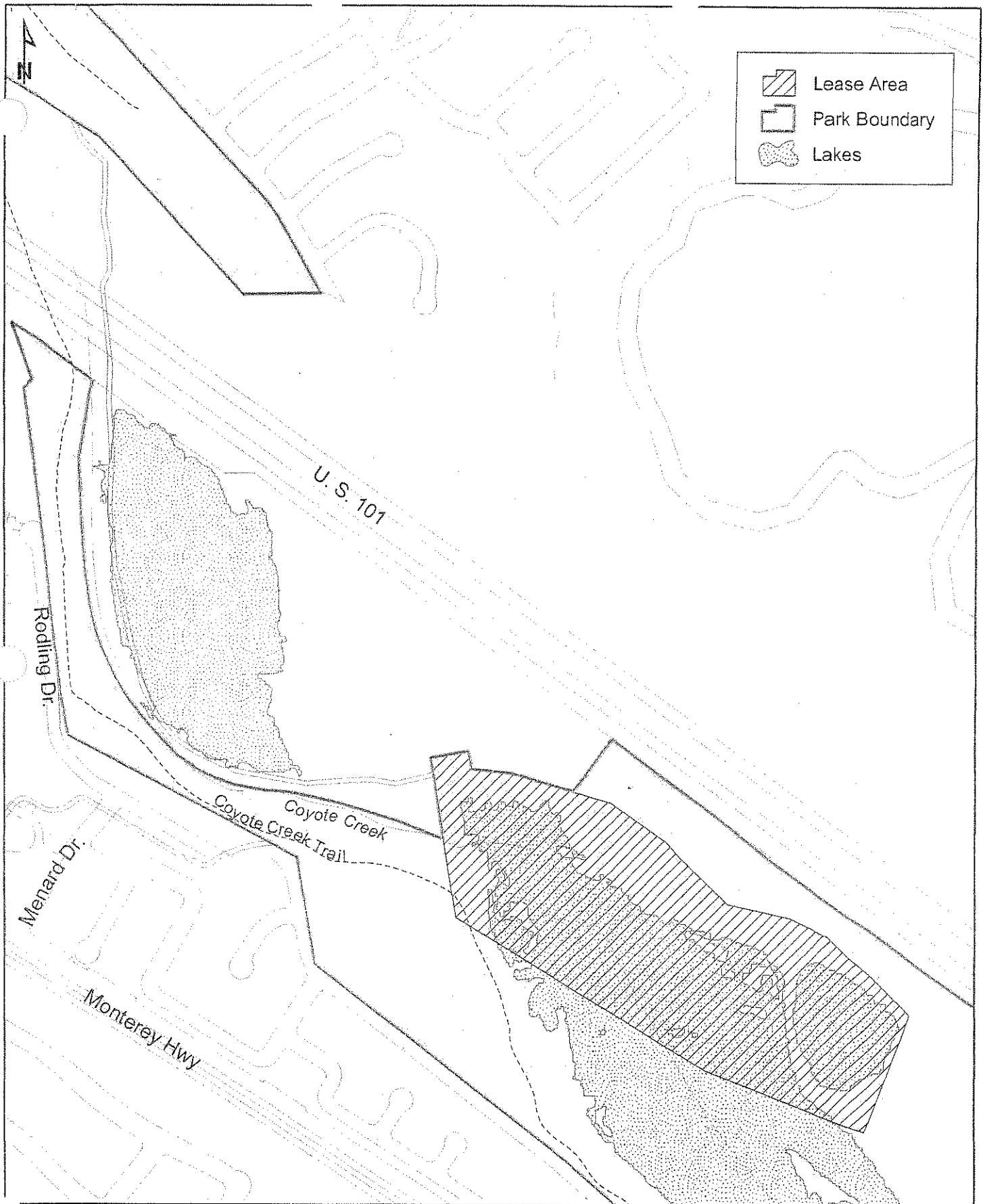
This map generated by the County of Santa Clara Department of Parks and Recreation. The GIS files were compiled from various sources. While deemed reliable, the Department assumes no liability.

Title: Chesbro Reservoir	Comments: Updated Exhibit A-1 (2005) Appendix E(1)		
Date: October 6, 2005	<table border="1"> <tr> <td data-bbox="954 1900 1079 1971"> Created By: </td><td data-bbox="1079 1900 1484 1971"> Scale: 0 275 550 1,100 1,650 Feet </td></tr> </table>	Created By:	Scale: 0 275 550 1,100 1,650 Feet
Created By:	Scale: 0 275 550 1,100 1,650 Feet		



updated exhibit A-1
(2005)
COYOTE RESERVOIR Appendix F(1)
(no changes)

■ S. C. V. W. D. PROPERTY LINES
— HIGH WATER LINE
NOTE: MAP WAS DIGITIZED FROM
SANTA CLARA COUNTY 1"=500'
AERIALS AND IS NOT TO SCALE



**SANTA CLARA
COUNTY PARKS**

This map generated by the County of Santa Clara Department of Parks and Recreation. The GIS files were compiled from various sources. While deemed reliable, the Department assumes no liability.

Title:

Coyote Percolation Area

Date:

November 7, 2005

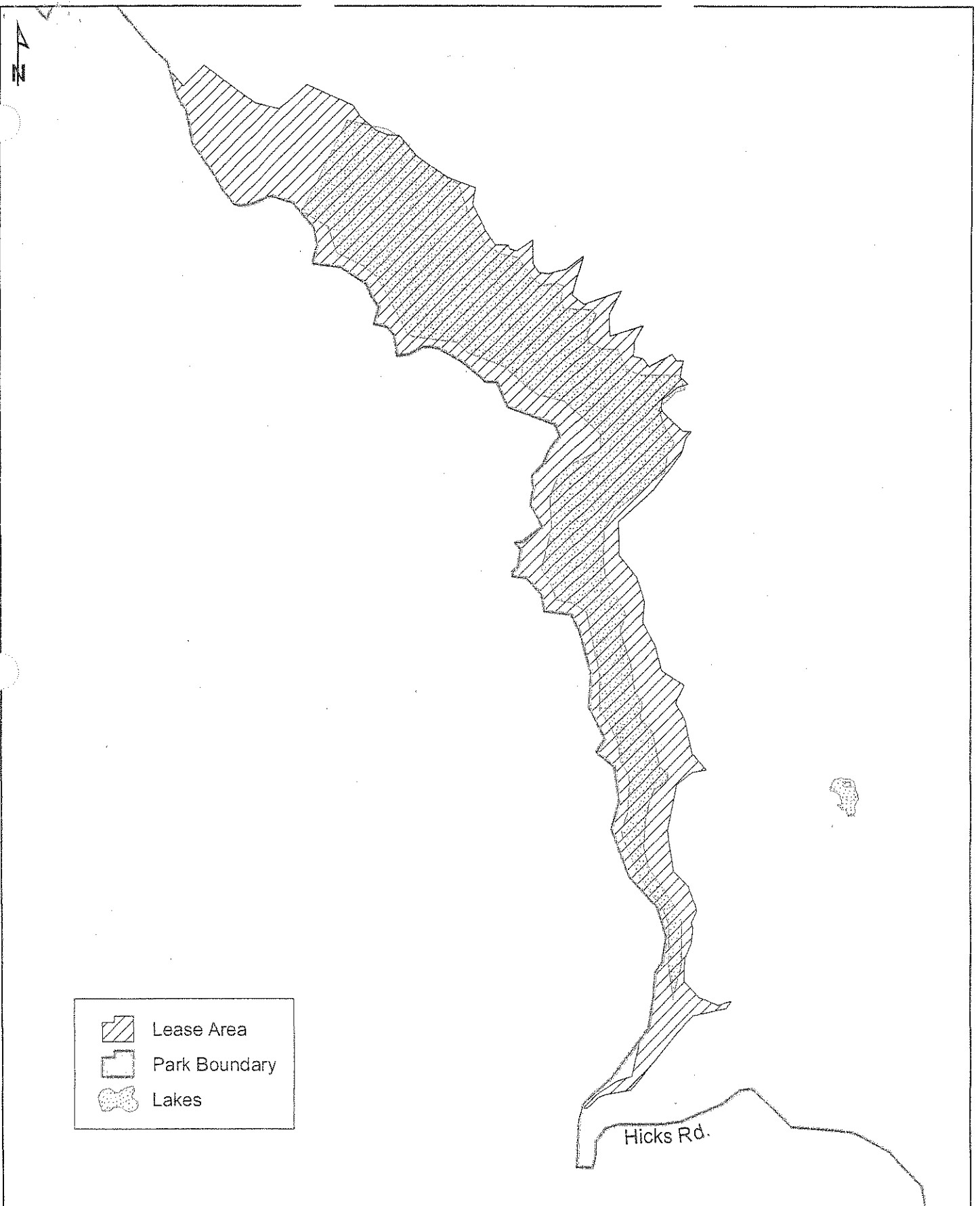
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


Updated Exhibit A-1(2005), Appendix G(1)

Created By:

Scale:

0 125 250 500 750 Feet



	Lease Area
	Park Boundary
	Lakes



**SANTA CLARA
COUNTY PARKS**

This map generated by the County of Santa Clara Department of Parks and Recreation. The GIS files were compiled from various sources. While deemed reliable, the Department assumes no liability.

Title:

Guadalupe Reservoir

Date:

October 6, 2005

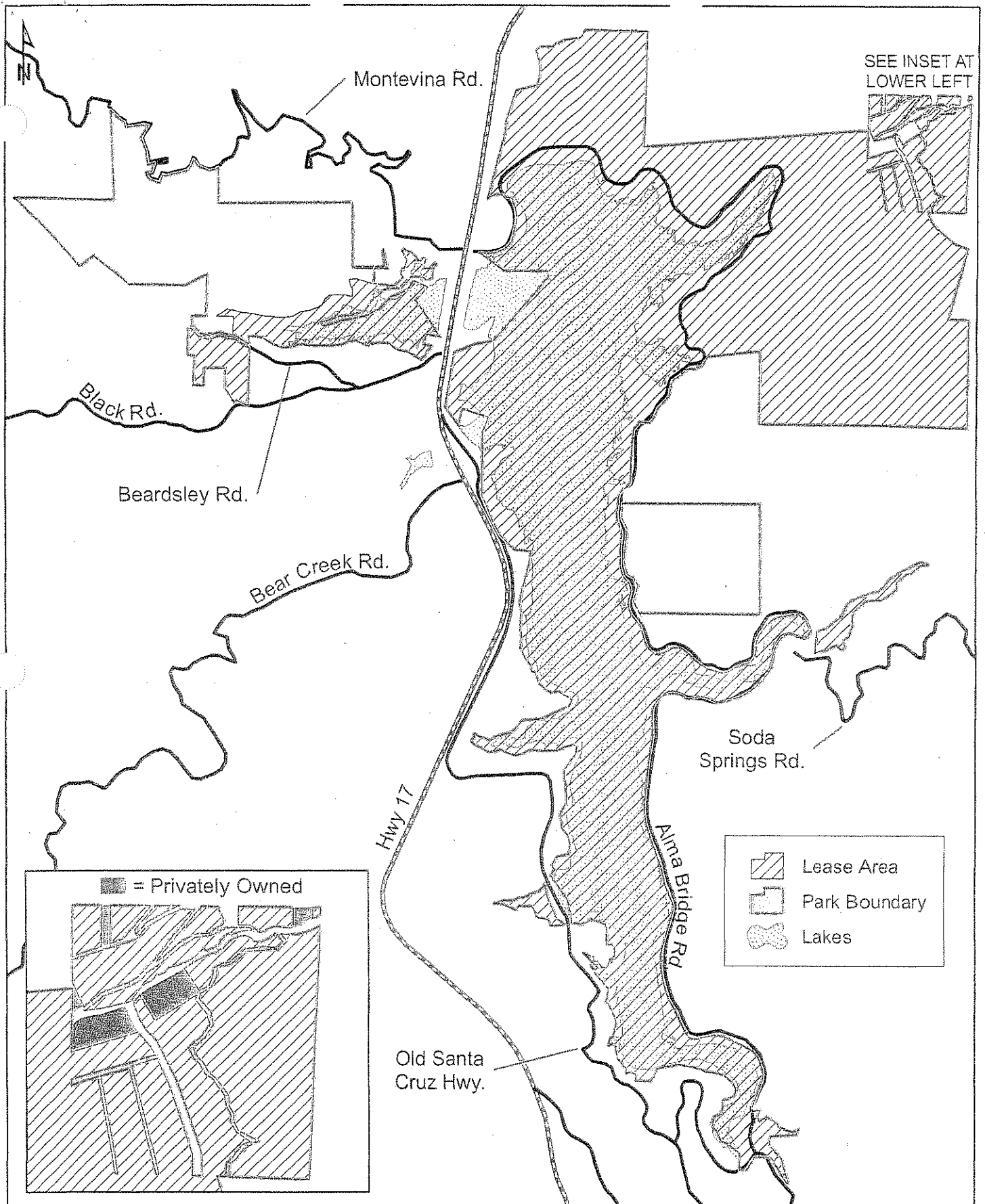
Comments:

Updated Exhibit A-1(2005)
Exhibit H(1)

Created By:

Scale:

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**SANTA CLARA
COUNTY PARKS**

This map generated by the County of Santa Clara Department of Parks and Recreation. The GIS files were compiled from various sources. While deemed reliable, the Department assumes no liability.

Title:

Lexington Reservoir

Date:

October 6, 2005

Comments:

Updated Exhibit A-1 (2005)
Appendix I (1)

Created By:

Scale:

0 375 750 1,500 2,250 Feet



**SANTA CLARA
COUNTY PARKS**

This map generated by the County of Santa Clara Department of Parks and Recreation. The GIS files were compiled from various sources. While deemed reliable, the Department assumes no liability.

Title:

Stevens Creek Reservoir

Date:

October 6, 2005

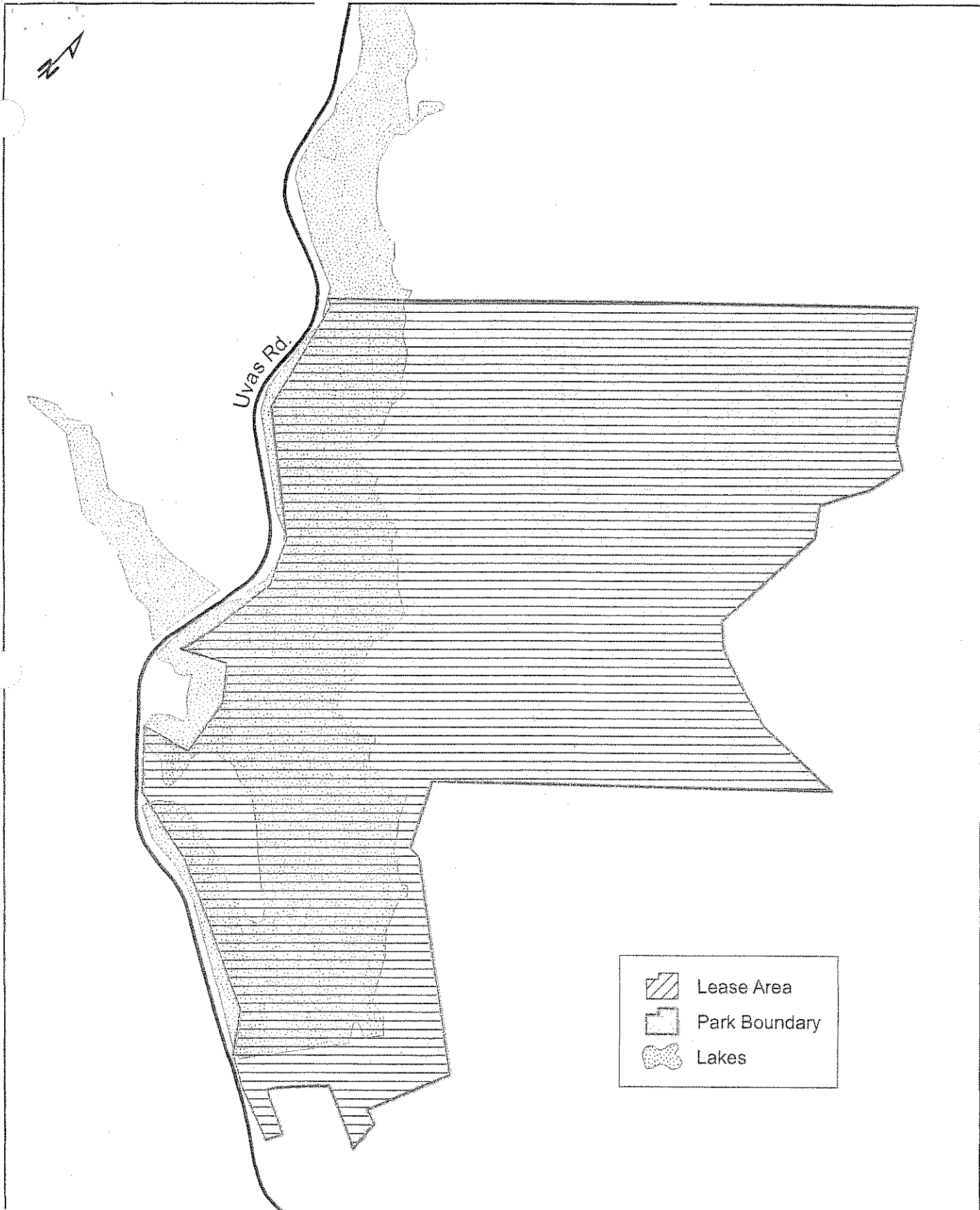
Comments:




Updated Exhibit A-1(2005)
Appendix J(1)

Created By:

Scale:

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	Lease Area
	Park Boundary
	Lakes



**SANTA CLARA
COUNTY PARKS**

This map generated by the County of Santa Clara Department of Parks and Recreation. The GIS files were compiled from various sources. While deemed reliable, the Department assumes no liability.

Title:	Uvas Reservoir
Date:	October 6, 2005

Comments:	Updated Exhibit A-1(2005) Appendix K(1)		
Created By:	Scale:		
			

SECOND AMENDMENT TO MASTER RESERVOIR LEASE

This Second Amendment to the September 10, 1996 Master Reservoir Lease Agreement-SCVWD Agreement No. A1969 (Master Reservoir Lease Agreement) between the Santa Clara Valley Water District, a California Special District (District), and the County of Santa Clara, a political subdivision of the State of California (County) is entered into as of the date it is fully executed (Amendment Effective Date).

WHEREAS: The District will acquire a fee simple interest in real property located in the Vasona Reservoir, which is described in Exhibit A of this Second Amendment (Additional Property); and

WHEREAS: The parties desire that this Additional Property become part of the Leased Premises that the County leases from the District under the terms of the Master Reservoir Lease Agreement.

NOW THEREFORE, the parties hereby agree to the following:

1. As of the date that the District obtains title to the Additional Property described in Exhibit A of this Second Amendment, the Additional Property becomes part of the Leased Premises and is subject to the terms and conditions of the Master Reservoir Lease Agreement.
2. Except as amended by this Second Amendment, all other terms of the Master Reservoir Lease Agreement will remain in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO

THE TERMS AND CONDITIONS OF THIS SECOND AMENDMENT THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

Santa Clara Valley Water District

By: [Signature]

~~Sig Sanchez~~ Beau Goldie
Chief Executive Officer
Chairperson of the Board of Directors

Date: 10-22-09

ATTEST: [Signature]

Name: Lauren Knoff

Clerk/Board of Directors

APPROVED AS TO FORM

By: [Signature]

Anthony T. Fulcher

Assistant District Counsel

County of Santa Clara

By: [Signature]

Liz Kniss, President

Board of Supervisors

Date: SEP 29 2009

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

ATTEST: [Signature]

Maria Marinos, Clerk

Board of Supervisors

APPROVED AS TO FORM

By: [Signature]

Katherine Harasz

Deputy County Counsel

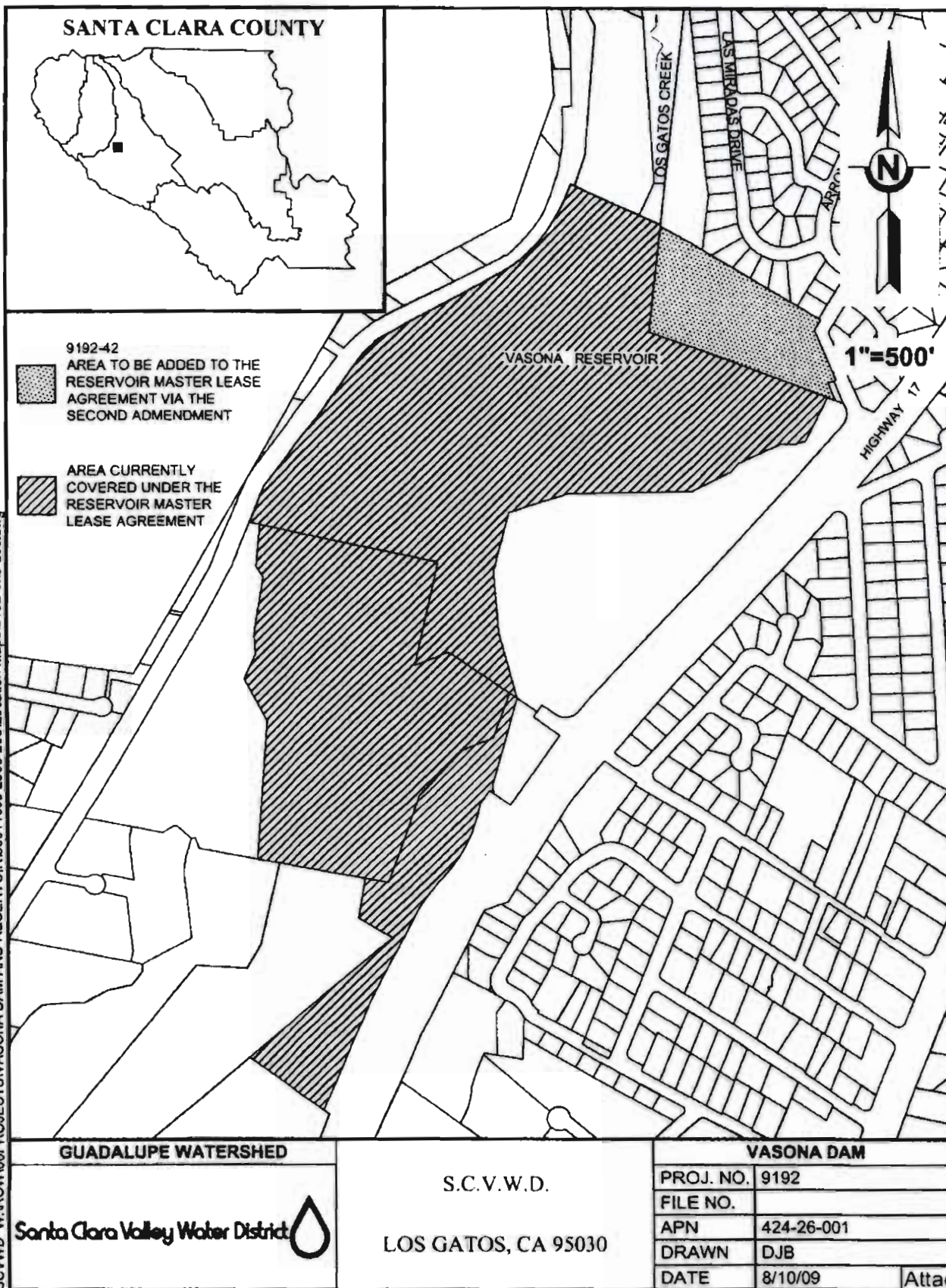
Attachment 5

Sheet 2 of 4

**EXHIBIT A TO THE SECOND AMENDMENT
OF THE
MASTER RESERVOIR LEASE AGREEMENT
BETWEEN THE
SANTA CLARA VALLEY WATER DISTRICT AND THE COUNTY OF SANTA CLARA**

Attachment 5
Sheet 3 of 4.

SCVWD W:\ROW\00PROJECTS\VASONA DAM AND RESERVOIR\95011003 2009-2081 Location Maps\9192-exb Loc.dwg



Attachment 5
Sheet 4 of 4

THIRD AMENDMENT TO MASTER RESERVOIR LEASE

This Third Amendment to the September 10, 1996, Master Reservoir Lease (SCVWD Agreement No. A1969) between the Santa Clara Valley Water District, a California Special District, (District) and the County of Santa Clara, a political subdivision of the State of California, (County) is entered into this 30th day of August 2016.

WHEREAS; the Master Lease Agreement has been in effect since September 10, 1996, and was amended on December 13, 2005 and on October 22, 2009 ; and

WHEREAS; the parties wish to consider a partnership agreement to include modifications of the Master Reservoir Lease agreement and are currently discussing terms of this proposed partnership agreement; and

WHEREAS; nothing herein shall preclude the parties from amending the Master Reservoir Lease in the future;

NOW THEREFORE, for good and valuable consideration the parties agree to the foregoing and as follows:

1. **AMENDMENT.** The Master Reservoir Lease, as previously amended by the First Amendment of December 13, 2005 and the Second Amendment of October 22, 2009 is hereby amended as follows: The Master Reservoir Lease is amended to extend its termination date to September 16, 2018.

2. **FULL FORCE AND EFFECT.** Except as modified herein, the terms and conditions of the Master Reservoir Lease, as previously amended, are hereby ratified and confirmed and are and shall remain in full force and effect. This Third Amendment shall be construed to be part of the Master Reservoir Lease, as previously amended, and shall be deemed incorporated into the Master Reservoir Lease, as previously amended, by this reference.

3. **AUTHORITY.** Each of the undersigned warrant and represent that they have the authorization to sign this Third Amendment on behalf of his or her respective Party.

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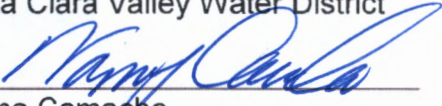
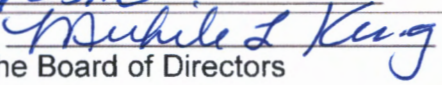
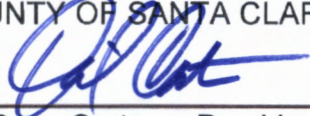
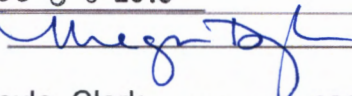
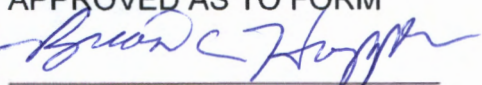
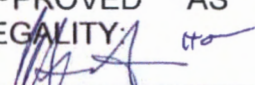
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4. COUNTERPARTS. This Third Amendment may be executed in several counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original. Facsimile or electronic signatures shall have the same legal effect as original or manual signatures if followed by mailing of a fully executed original to both parties.

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment effective as of the last date signed below by all of the parties.

<p>Santa Clara Valley Water District</p> <p>By: <u></u> Norma Camacho Interim Chief Executive Officer Date: <u>8/23/16</u></p> <p>ATTEST: <u></u> Clerk of the Board of Directors</p>	<p>COUNTY OF SANTA CLARA</p> <p><u></u> By: Dave Cortese, President Board of Supervisors Date: <u>AUG 30 2016</u></p> <p>ATTEST: <u></u> Megan Doyle, Clerk Board of Supervisors <u>AUG 30 2016</u></p>
<p>APPROVED AS TO FORM</p> <p><u></u> Brian Hopper Senior Assistant District Counsel</p>	<p>APPROVED AS TO FORM AND LEGALITY:</p> <p><u></u> Shirley R. Edwards Deputy County Counsel</p>