

RECORD WITHOUT FEE UNDER SECTION 6103
GOVERNMENT CODE OF THE STATE OF CALIFORNIA

AFTER RECORDING RETURN TO:
REAL ESTATE SERVICES UNIT
SANTA CLARA VALLEY WATER DISTRICT
5750 ALMADEN EXPRESSWAY
SAN JOSE, CALIFORNIA 95118

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 309-51-001 (portion)

DOCUMENT NO.: 9124-4

EASEMENT DEED

CITY OF SUNNYVALE, a municipal corporation, hereinafter referred to as "Grantor," do(es) hereby grant, convey and dedicate to the **SANTA CLARA VALLEY WATER DISTRICT**, a Special District, created by the California Legislature, hereinafter referred to as "District", an easement for ingress and egress, instrumentation and control utility facilities and appurtenances in, upon, over, and across that real property, in the City of Sunnyvale, County of Santa Clara, State of California, described as APN: 309-51-001; and more particularly described in **Exhibit "A"** attached hereto and made a part hereof.

Grantor agrees for itself, its heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, fences, structures or trees within the easement area, unless prior written approval is obtained from District.

The easements shall include the right to ingress and egress, construct, reconstruct, inspect, maintain, operate, and repair instrumentation and control utility facilities and appurtenances, together with the right to trim or remove such trees or brush within the easement area as may constitute a hazard to persons or property or may interfere with the use of the said area for the purposes granted. It also shall include the right to enter upon said land with vehicles, tools, implements, and other materials, take therefrom and use, earth, rock, sand, and gravel by said District, its officers, agents, and employees, and by persons under contract with it and their employees whenever and wherever necessary for purposes granted herein.

District shall also have the right to mark the location of said described area by suitable markers, but said markers shall be placed in fences or other locations which will not interfere with any reasonable use by Grantor.

District agrees to indemnify and hold harmless Grantor from and against any and all claims, damages, liabilities, costs or any expenses whatsoever, arising from or caused, directly or indirectly by the entry onto the property by District or its officers, agents, and employees, and by persons under contract with it and their employees whenever and wherever necessary for purposes granted herein.

Grantor reserves the right to use said real property in any manner, provided such use does not unreasonably interfere with District(s) rights hereunder.

Grantee agrees to use due care in any use of the easement herein granted and in the construction, installation, repair, replacements and maintenance of District(s) improvements in

the easement area as provided for herein so as not to unreasonably disturb Grantor's use of its property or any of its existing facilities.

The term of this easement shall continue through the expiration or termination of the Recycled Water Supply and Distribution Agreement entered into between the Grantor and Grantee on February 6, 2015.

Grantor reserves the right to require Grantee, at Grantee's expense, to remove and relocate all improvements placed by Grantee upon said real property, upon determination by Grantor that the same will interfere with future development of Grantor's property. Within 365 days after Grantor's written notice and demand for removal and relocation of the improvements, Grantee shall remove and relocate the improvements to a feasible location on the property of Grantor, as designated by Grantor provided that Grantor shall grant Grantee with an easement in such new location, on the same terms and conditions as herein stated, all without cost to Grantor, and Grantee thereupon shall reconvey to Grantor the easement herein granted.

(As used above, the term "grantor" shall include the plural as well as the singular number and the words "himself" and "his" shall include the feminine gender as the case may be.)

Dated this day of , 2016

CITY OF SUNNYVALE, a municipal
corporation

By: _____
Deanna J. Santana, City Manager

ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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

STATE OF CALIFORNIA }
COUNTY OF SANTA CLARA } SS

On this ____ day of _____, in the year 20____, before me _____,

Notary Public, personally appeared _____
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Notary Public in and for said County and State

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Trustee (s) |
| <input type="checkbox"/> Corporate Officer(s): _____ | <input type="checkbox"/> Guardian/Conservator |
| <input type="checkbox"/> Partner(s) <input type="checkbox"/> Limited <input type="checkbox"/> General | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Attorney-In-Fact _____ | |

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

CERTIFICATE OF CONSENT AND ACCEPTANCE

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

Dated: _____, 20__

Santa Clara Valley Water District

By: _____
Chief Executive Officer/Clerk of the Board of Directors
(Strike out inapplicable one)

EXHIBIT A

SANTA CLARA VALLEY WATER DISTRICT

5750 Almaden Expressway
San Jose, CA 95118

Original By: RPC
Date: 12 APR 2016

Revised By:
Revision Date:

PROJECT: WOLFE ROAD RECYCLED WATER
PROPERTY: SUNNYVALE, CITY OF

APN: 309-51-001
RESU File No: 9124-4

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF SUNNYVALE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, BEING A PORTION OF THE LANDS GRANTED TO THE CITY OF SUNNYVALE PER GRANT DEED RECORDED AS DOCUMENT NUMBER 964668, OFFICIAL RECORDS, SANTA CLARA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID LANDS, ALSO BEING A POINT ON THE WESTERLY LINE OF WOLFE ROAD, 43 FOOT HALF WIDTH AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN BOOK 264 OF MAPS AT PAGE 4, OFFICIAL RECORDS, SANTA CLARA COUNTY;
THENCE ALONG SAID WESTERLY LINE NORTH 00°17'00" WEST, 7.00 FEET TO THE **POINT OF BEGINNING**;
THENCE CONTINUING ALONG SAID WESTERLY LINE NORTH 00°17'00" WEST, 10.00 FEET;
THENCE LEAVING SAID WESTERLY LINE SOUTH 89°23'00" WEST, 44.00 FEET;
THENCE SOUTH 00°17'00" EAST, 17.00 FEET TO THE SOUTHERLY LINE OF SAID LANDS;
THENCE ALONG SAID SOUTHERLY LINE NORTH 89°23'00" EAST, 16.00 FEET;
THENCE LEAVING SAID SOUTHERLY LINE NORTH 00°17'00" WEST, 7.00 FEET;
THENCE NORTH 89°23'00" EAST, 28.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 552 SQUARE FEET, MORE OR LESS.

BASIS OF BEARING:

THE BEARINGS SHOWN HEREIN ARE BASED ON THE BEARING OF WOLFE ROAD, BEING NORTH 00°17'00" WEST, AS SHOWN ON THAT CERTAIN GRANT DEED RECORDED AS DOCUMENT NUMBER 964668, OFFICIAL RECORDS, SANTA CLARA COUNTY. THE DISTANCES SHOWN HEREIN ARE GROUND.

SURVEYOR'S STATEMENT:

THE DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYOR'S ACT.


Jason R. Christie, C32712

April 12, 2016
Date



SCVWD S:\REQUESTS\WOLFE ROAD RECYCLED WATER\2016_111\ROWAUTOCAD\CURRENT\2016_111\PLAT_9124_4AND5_20160404.dwg

FUKUMA, DONALD C.
DOC: 22941858
APN: 309-50-002

SENIOR HOUSING
SOLUTIONS
DOC: 22920968
APN: 309-50-031

COTTON, JAMES Z.
& REBECCA L.
DOC: 13914588
APN: 309-50-001

PATHAN, AYUB
& SHAMIM
DOC: 9321716
APN: 309-50-032

SUNNYVALE, CITY OF
DOC: 964668
APN: 309-51-001

AREA: 552 SQ. FT. +/-

GARFEL CORP.
DOC: 22953019
APN: 309-51-028

SILICON VALLEY FUELS
DOC: 20962932
APN: 309-51-027

WOLFE ROAD
PM 264 M 4

43'

S00°17'00"E 82.50'

S89°23'00"W 129.00'

N00°17'00"W 82.50'

S89°23'00"W
44.00'

S00°17'00"E
17.00'

N89°23'00"E 129.00'

10.00'
P.O.B.

7.00'
P.O.C.

N89°23'00"E
28.00'

N00°17'00"W
7.00'



Santa Clara Valley Water District



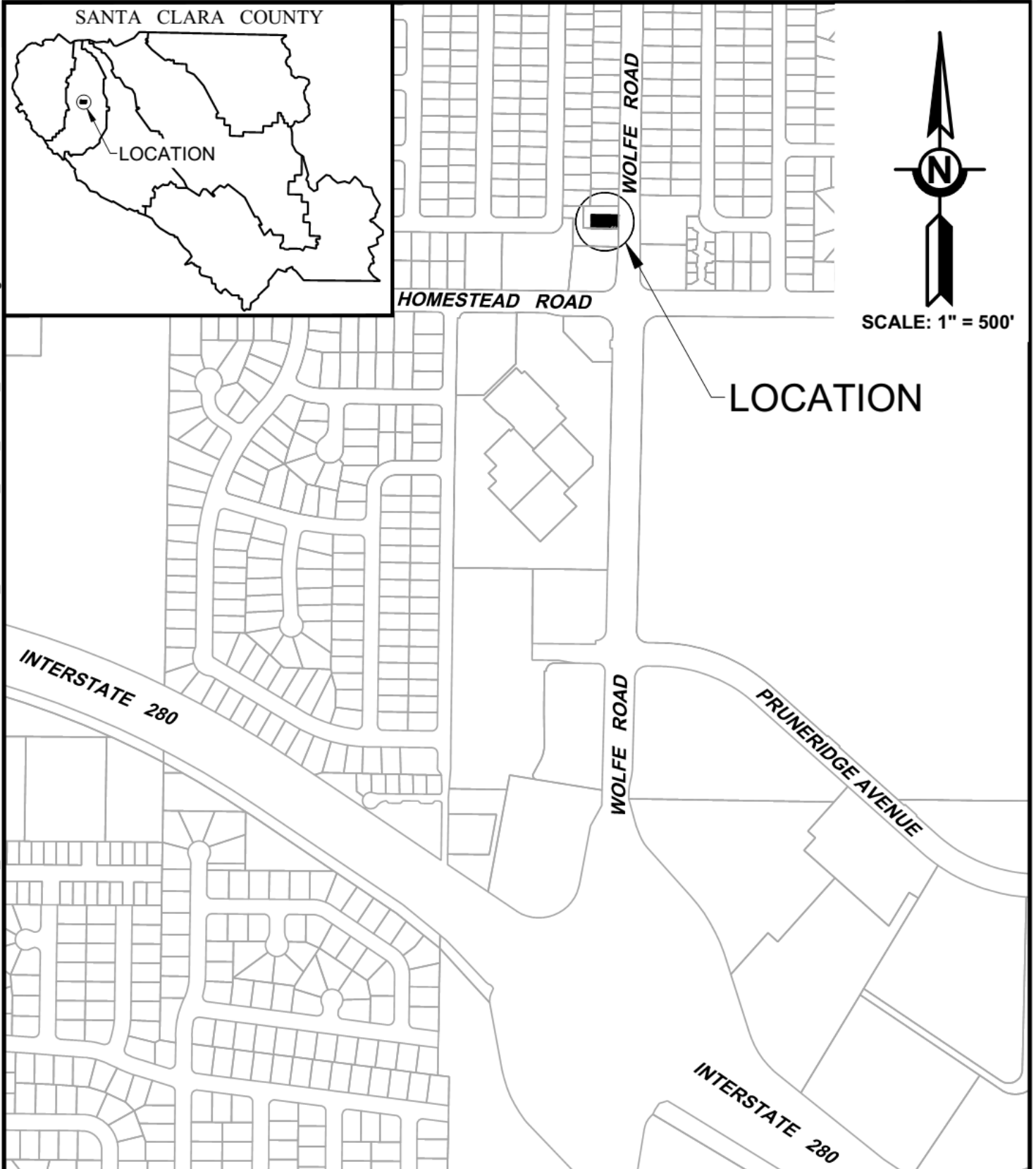
SCALE: 1" = 40'

PROJ. NO.	9124
FILE NO.	4
APN	309-51-001
TITLE REPORT NO.	0616013118-RR
DRAWN	RPC
DATE	12 APR 2016

REV.	BY	DATE	DESCRIPTION
1			
2			

SCVWD S:\REQUESTS\WOLFE ROAD RECYCLED WATER\2016_111\ROWAUTOCAD\CURRENT\2016_111\LOCMAP_9124_4AND5_20160404.dwg

SUNNYVALE, CITY OF



CALABAZAS WATERSHED



SUNNYVALE, CITY OF
WOLFE ROAD
SUNNYVALE, CA 94087

WOLFE ROAD RECYCLED WATER

PROJ.NO.	9124
FILE NO.	4 & 5
APN	309-51-001
DRAWN	RPC
DATE	04 APR 2016