

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: 205-49-001 (portion)

DOCUMENT NO.: 9124-1

## 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 (Parcel 1) for, ingress and egress, water pipelines, and appurtenances and an easement (Parcel 2) for, ingress and egress, building facilities, and appurtenances, both in, upon, over, and across that real property, in the City of Sunnyvale, County of Santa Clara, State of California, described as APN: 205-49-001; 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 building facilities, water pipelines, 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.

(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.

☐ Individual

☐ Trustee (s)

☐ Corporate Officer(s): \_\_\_\_\_

☐ Guardian/Conservator

☐ Partner(s)    ☐ Limited    ☐ General

☐ Other: \_\_\_\_\_

☐ Attorney-In-Fact \_\_\_\_\_

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

**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 9<sup>th</sup> 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: CLM  
Date: 11/18/2015

Revised By:  
Revision Date:

PROJECT: WOLFE ROAD RECYCLED WATER  
PROPERTY: CITY OF SUNNYVALE

APN: 205-49-001  
RESU File No.: 9124-1

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF SUNNYVALE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL 3 AS SHOWN ON THAT CERTAIN MAP FILED IN BOOK 105 OF MAPS, PAGE 17, SANTA CLARA COUNTY OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

### **PARCEL 1 – PIPELINE AND ACCESS EASEMENT**

**COMMENCING** AT A POINT THAT IS THE NORTHEASTERLY CORNER OF SAID PARCEL 3, THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 3 NORTH 75°27'41" WEST, 140.99 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID NORTHERLY LINE OF PARCEL 3 NORTH 75°27'41" WEST, 36.35 FEET; THENCE LEAVING SAID NORTHERLY LINE SOUTH 09°57'04" WEST, 43.57 FEET; THENCE SOUTH 47°36'18" WEST, 14.33 FEET; THENCE NORTH 89°15'00" WEST 30.41 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL 3, ALSO BEING THE EAST RIGHT-OF-WAY LINE OF NORTH WOLFE ROAD; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE SOUTH 00°45'00" WEST, 25.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE SOUTH 89°15'00" EAST, 44.68 FEET; THENCE NORTH 47°36'18" EAST, 46.19 FEET; THENCE NORTH 14°32'19" EAST, 7.60 FEET; THENCE NORTH 75°27'41" WEST, 4.34 FEET; THENCE NORTH 14°32'19" EAST, 30.00 FEET TO THE POINT OF BEGINNING

CONTAINING 3,239 SQUARE FEET, MORE OR LESS.

### **PARCEL 2 – BUILDING AND ACCESS EASEMENT**

**COMMENCING** AT A POINT THAT IS THE NORTHEASTERLY CORNER OF SAID PARCEL 3, THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 3 NORTH 75°27'41" WEST, 95.99 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID NORTHERLY LINE OF PARCEL 3 NORTH 75°27'41" WEST, 81.35 FEET; THENCE LEAVING SAID NORTHERLY LINE SOUTH 09°57'04" WEST, 42.93 FEET; THENCE SOUTH 83°23'17" EAST, 78.67 FEET; THENCE NORTH 14°32'19" EAST, 31.94 FEET TO THE POINT OF BEGINNING

CONTAINING 2,985 SQUARE FEET, MORE OR LESS.

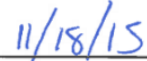
**BASIS OF BEARING:**

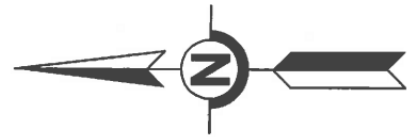
BEARINGS AND DISTANCES HEREIN ARE BASED ON FOUND MONUMENTS ALONG THE CENTERLINE OF SAN LUCAR COURT AS SHOWN ON THAT CERTAIN MAP FILED IN BOOK 513 OF MAPS AT PAGE 40, SANTA CLARA COUNTY OFFICIAL RECORDS.

**SURVEYOR'S STATEMENT:**

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

  
\_\_\_\_\_  
Thomas E. Dougherty, L8819

  
\_\_\_\_\_  
Date



FND. 3/4" I.P.  
W/NAIL; NO TAG  
DOWN 1'

P.O.C.

STEPHENS &  
STEPHENS KIFER  
RD., LLC.  
DOC. 19099761  
PARCEL B  
513 MAPS 40  
APN 205-49-011

CITY OF SUNNYVALE  
DOC. 1606862  
PARCEL 3  
105 MAPS 17  
APN 205-49-001

P.O.B.

N75°27'41"W 4.34'

N14°32'19"E 7.60'

10.00' WIDE P.G.&E.  
UTILITY EASEMENT  
DOC. 6447846

N14°32'19"E 30.00'

PARCEL 1  
AREA  
3,239 SQ. FT.

N47°36'18"E 46.19'

43.57'  
S09°57'04"W

S47°36'18"W 14.33'

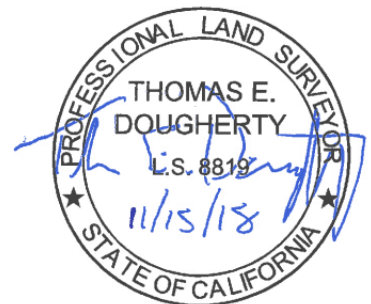
N89°15'00"W 30.41'

44.68'  
S89°15'00"E

EAST RIGHT-OF-WAY LINE OF  
NORTH WOLFE ROAD

25.00'  
S00°45'00"W

**N. WOLFE ROAD**



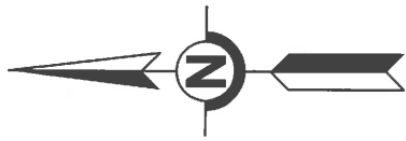
**Santa Clara Valley Water District**



SCALE: 1" = 20'

PROJ. NO.	2016_047
FILE NO.	9124-1
APN	205-49-001
TITLE REPORT NO.	0616012057-RR
DRAWN	CLM
DATE	11/16/2015

REV.	BY	DATE	DESCRIPTION
1			
2			



P.O.C.

FND. 3/4" I.P.  
W/NAIL; NO TAG  
DOWN 1'

95.99'

P.O.B.

STEPHENS &  
STEPHENS KIFER  
RD., LLC.  
DOC. 19099761  
PARCEL B  
513 MAPS 40  
APN 205-49-011

N14°32'19"E  
31.94'

CITY OF SUNNYVALE  
DOC. 1606862  
PARCEL 3  
105 MAPS 17  
APN 205-49-001

PARCEL 2  
AREA  
2,985 SQ. FT.

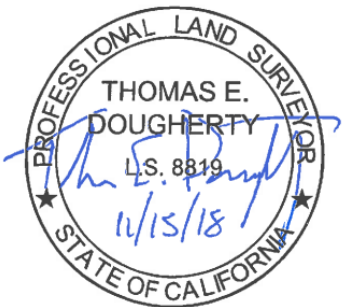
10.00' WIDE P.G.&E.  
UTILITY EASEMENT  
DOC. 6447846

N75°27'41"W 226.59'  
81.35'

78.67'  
S83°23'17"E

42.93'  
S09°57'04"W

49.25'

**N. WOLFE ROAD**

Santa Clara Valley Water District



SCALE: 1" = 20'

PROJ. NO.

2016\_047

FILE NO.

9124-1

APN

205-49-001

TITLE REPORT NO.

0616012057-RR

DRAWN

CLM

DATE

11/13/2015

REV.	BY	DATE	DESCRIPTION
1			
2			

SCVWD S:\REQUESTS\WOLFE ROAD RECYCLED WATER\2016\_047\AUTOCAD\2016\_047Plat\_20151112.dwg