

**JOINT USE AGREEMENT  
FOR  
ALAMITOS/CALERO CREEK TRAIL  
BETWEEN  
CITY OF SAN JOSE  
AND  
SANTA CLARA VALLEY WATER DISTRICT**

**This JOINT USE AGREEMENT FOR ALAMITOS/CALERO CREEK TRAIL** (the "Agreement") is retroactively entered into on March 1, 2008 ("Agreement Effective Date") and is made and entered into by the Santa Clara Valley Water District, a Special District organized under the laws of the State of California (the "District"), and the City of San José, a municipal corporation in the State of California (the "City").

**RECITALS**

A. This Agreement relates to certain real properties located along Alamitos Creek between Winfield Boulevard and Harry Road and Calero Creek between the confluence within Alamitos Creek and 1000 feet south of Harry Road, collectively Alamitos/Calero Creek Trail that are owned either by the District or the City (See **Exhibit A**, attached hereto and incorporated in this Agreement by this reference, which delineates the District's and City's ownership rights of these real properties). The purpose of this Agreement is to allocate between the District and the City the necessary real property licensing rights and the responsibilities for the joint use of these real properties to ensure consistency with the District's purpose of flood protection, water resource management, and stream stewardship, and the City's interest of making the property reasonably available to the public for certain recreational activities.

B. The City has an interest in using certain property the District owns in fee and property in which the District holds certain easement rights on City owned property, where such properties are along Alamitos and Calero Creeks depicted in Exhibit A ("District Premises") to enable the City to provide certain recreational opportunities to the public that do not unreasonably interfere with the District's mission of flood protection, water resource management, and stream stewardship.

C. The District currently has certain recorded easement rights along Alamitos and Calero Creeks that were previously granted by the City to enable the District to carry out its mission of flood protection, water resource management and stream stewardship.

D. The District has an interest in acquiring additional property rights from the City along Alamitos and Calero Creeks depicted in Exhibit A in areas where the District does not have easements rights from the City ("City Premises") to further carry out the District's mission of flood protection, water resource management, and stream stewardship that do not unreasonably interfere with the City's interest of providing certain recreational opportunities to the public.

E. Alamitos Creek Trail currently includes recreational improvements constructed by the City in accordance with the Master Plan for the Los Alamitos/Calero Creek Park Chain, dated December 1987, including paved and unpaved trails, pedestrian bridges, fencing, irrigation, a parking lot, and Pfeiffer Park approved by District as signified by issuance of District permit; (collectively "City Recreational Improvements").

F. Alamitos and Calero Creeks supports flood protection, water resource management, and stream stewardship improvements managed, modified or constructed by the District in accordance with construction drawings dated June 1980, such as levees, slope protection and the Almaden Valley Pipeline, collectively referred to herein as "District Improvements".

G. The Almaden Valley Pipeline, a 72-inch raw water pipeline identified in construction drawings entitled AVP Unit II Phase I and II prepared by the District, parallels Alamitos Creek and in

many places lies under the Alamos/Calero Creek Trail. For purposes of this Agreement, the Almaden Valley Pipeline is a District Improvement as defined herein.

H. City and District anticipate that there may be future construction of additional City Recreational Improvements and District Improvements along Alamos Creek, Calero Creek or Almaden Valley Pipeline.

I. The parties acknowledge that the existing levees along Alamos Creek may not meet Federal Emergency Management Agency (FEMA) freeboard requirements and the District may raise the levee height during the term of this Agreement.

J. The District and City are entering into this Agreement to memorialize their respective understandings concerning the rights to use the real property located along Alamos and Calero Creeks and the maintenance obligations with respect to their respective existing and future improvements.

**NOW, THEREFORE**, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in consideration of the covenants and conditions of this Agreement, the parties hereby agree as follows:

1. **Scope of the License Grant to the City.** Subject to the terms and conditions of this Agreement, the District hereby grants to City a nonexclusive license to access and do any or all of the following on the District Premises, the boundaries of which are particularly described on **Exhibit A** and incorporated into this Agreement by this reference:
  - (i) To operate, maintain, repair, replace, or remove City Recreational Improvements currently located on the District Premises including but not limited to, asphalt concrete surfaced pedestrian and bicycle trails, informal equestrian trails, pedestrian bridges, landscaping, irrigation systems, benches, signage, emergency call boxes, and picnic facilities and play equipment at Pfeiffer Park.
  - (ii) To operate, maintain, repair, replace, or remove City Recreational Improvements that may be constructed in the future, so long as such improvements receive the prior review and approval as specified in Section 1(iv) of this Agreement.
  - (iii) To provide picnicking and play equipment at Pfeiffer Park, non-motorized bicycling, walking, equestrian and hiking activities in accordance with all applicable legal and permitting requirements to the extent such activities do not unreasonably interfere with the District's mission of flood protection, water resource management, and stream stewardship.
  - (iv) To construct improvements that provide the public with access to picnicking and play equipment at Pfeiffer Park, non-motorized bicycling, walking, equestrian, hiking, and other recreational activities on District Premises so long as the design and construction of such improvements receive the prior review and approval of the District which is signified by issuance of a District permit, and are compliant with all applicable legal and permitting requirements including the California Environmental Quality Act. Construction and placement of any improvement within the District Premises must not unreasonably hinder District's maintenance, repair, access, inspection, construction, reconstruction, or use of District Improvements located on or near the District Premises. It is fully understood and agreed that District in its reasonable discretion may approve or disapprove a request for any permit to construct any improvement on District Premises.
  - (v) To host special recreational events that may include an otherwise restricted component such as allowing private vehicle access for safety purposes, so long as the City first receives a permit from the District to host that event.

2. **Scope of the License Grant to the District.** Subject to the terms and conditions of this Agreement, the City hereby grants to District a non-exclusive license to access and do any or all of the following on the City Premises, which is more particularly described on Exhibit A and incorporated into this Agreement by this reference:

(i) To engage in flood protection and water resource management activities in accordance with all applicable legal and permitting requirements to the extent such activities do not unreasonably interfere with the City's ability of providing the public with recreational activities as described herein.

(ii) To construct improvements for its flood protection and water resource management activities so long as such improvements receive the prior review and written approval and/or permit of the City, and are compliant with all applicable legal and permitting requirements including the California Environmental Quality Act. Construction and placement of such improvements within the City Premises must not unreasonably hinder City's interest in providing certain recreational opportunities to the public as described herein. It is fully understood and agreed that the City in its reasonable discretion may approve or disapprove a request for any permit to construct any improvement on City Premises.

(iii) The District may find it necessary to consider the installation of flood protection improvements upon City Premises, which may in turn impact recreational activities along Alamitos and Calero Creeks. At the earliest possible date, the District will engage the City as part of early study, planning and design of these facilities, and secure any required written approval and permits from the City prior to their development. City in its reasonable discretion may approve or disapprove such request.

3. **Prohibited Uses.** City will post notices at all trail entrances that notify users of the Alamitos/Calero Creek Trail that the following activities are prohibited on the trail or in Alamitos and Calero Creeks:

- Entry of motor vehicles (except for maintenance, emergency, and enforcement vehicles)
- Unleashed dogs
- Swimming, rafting, boating
- Picnicking, except in Pfeiffer Park

City shall have the sole authority to adopt any park and trail rules and regulation pursuant to Chapter 13.44 of the San José Municipal Code for any part of Alamitos/Calero Creek Trail located on District Premises that will not unreasonable interfere with District's mission of flood protection, water resource management, and stream stewardship.

4. **Removal of Improvements.** If District reasonably requires that any City Recreational Improvement on District Premises be removed or relocated, City will do so at its own expense within one-hundred and eighty days (180) days of receiving written notice from District. District will inform City of its preconstruction planning, in the event a District flood protection project or maintenance project is performed on District Premises, in order to minimize District's project impact on City Recreational Improvements located on District Premises. If City reasonably requires any District improvements installed pursuant to this Agreement on City Premises be removed or relocated, District will do so at its own expense within one-hundred and eighty (180) days of receiving written notice from City. City will inform District of its preconstruction planning, in the event a City Recreational Improvement project is performed on City Premises, in order to minimize City's project impact on District Improvements located on City Premises.

5. **District Easement Rights Not Waived.** The City's use of any property within the District Premises where the District has easements rights previously granted by the City (or granted by others where the City owns underlying fee) shall not unreasonable interfere with the District's ability to exercise those easements rights. The parties agree that the District is not waiving any easement rights granted by the City by virtue of entering into this Agreement.

6. **Water Level Fluctuations.** It is expressly understood by City that the level of water upon the District Premises and City Premises may fluctuate from day to day due to controlled or uncontrolled flows upon and across the same. City is responsible for the control of or limiting the public's use of District Premises and City Premises because of such water levels, flood flows or for any other reason. City is responsible for determining the conditions under which to exercise said control for limiting of use of District Premises and City Premises to ensure the well-being and the health and safety of members of the public using the District Premises and City Premises.
7. **Budgeting for Operation and Maintenance.** City and District acknowledge that each party is subject to the constitutional debt limitations. However, during District and City's annual budget process, the City's Director of Parks, Recreation and Neighborhood Services ("PRNS Director") and District's Chief Executive Officer ("District CEO") will propose budgets that request that the City Council and District's Board of Directors, respectively, appropriate funding sufficient to cover each entity's portion of the mutually agreed upon maintenance duties, operation and management activities associated with this Agreement.
8. **Public Opening Ceremonies.** In the event of any public ceremonies to commemorate the opening of any City Recreational Improvement on Alamitos and Calero Creeks, City will invite District to participate in such ceremonies and will provide a District Board of Directors member with an opportunity to speak at such ceremonies. City will use its reasonable efforts to provide at least forty-five (45) days advance written notice of any such ceremonies. The City will ensure that District logo will appear on any materials promoting such ceremonies.
9. **Signage.** The parties will work together to create and install signage that benefits the programs of each party such as rules and regulations, warnings, entrance signage, interpretive signs, mileage markers and joint uses when applicable. The Deputy Operating Officer of the District and the City's PRNS Director or their respective designees will meet on an as needed basis to plan the installation of appropriate signage which serves the needs of both parties. All facility name signs placed on the District Premises by the City (except existing signs that identify the facility (e.g. park, trail by name) must include both parties' logos in equal size and symmetrical relationship to other logos contained on such signs. In addition, all City signs, City posters, or City flyers placed on the District Premises that describe water resources must be developed in conjunction with the District's Watershed customer relations staff. Any signage installed by District on City Premises shall comply with the Title 23 of the City of San José Municipal Code (Sign Ordinance) and applicable City Council policies. Each party is responsible for the maintenance and upkeep of signage it installed.
10. **Memorials.** The parties will not install (or allow the installation of) memorial plaques, benches, or signage on the other's respective premises without the express written permission of the District or City, as applicable. The parties understand the other party's concern and reluctance to allow the proliferation of such items on its property.
11. **Damage to Improvements on City or District Premises.** District is not responsible for any damage occurring to the City's Recreational Improvements located within District Premises that results from the District's maintenance, construction or reconstruction activities, or from its water management and/or flood control facilities located on or near the District Premises, including (without limitation) any flood flows onto the District Premises. All costs for repairing such damage to City's Recreational Improvements will be borne by City. City is responsible for damage to District Improvements on District Premises that result from City's or the public's use of the District Premises. City is not responsible for any damage occurring to the District Improvements on City Premises.
12. **Security.** District Premises may be patrolled by City personnel, park rangers, or volunteers supervised by City under its volunteer program. City will provide police and fire response to District Premises consistent with that provided throughout the City using the 911 Emergency Response Program.

13. **Public Complaints and Notifications.** City is responsible for addressing public complaints related to Alamitos/Calero Creek Trail, Pfeiffer Park, and other recreational uses of Alamitos and Calero Creeks, including recreational uses that occur on District Premises. District will only respond to public complaints of Alamitos and Calero Creeks that are related to stream and flooding events and District Improvements. Trail or park use complaints will be referred to the City's Department of Parks, Recreation and Neighborhood Services. In the event of non-emergency maintenance or construction work that requires closure of Alamitos/Calero Creek Trail, the party responsible for such maintenance or construction will post signage ten (10) days in advance of commencing such work. This signage must contain the responsible party's telephone number that members of the public can call to ask questions and voice concerns.

14. **Water Quality Protection.** The City's construction or reconstruction of its Recreational Improvements must include a Storm Water Pollution Prevention Plan ("SWPPP") or equivalent Best Management Practices that are adequate to protect the surrounding Alamitos and Calero Creeks from storm water pollution. The SWPPP must include silt and erosion control measures to prevent construction materials, sediments, or wastes from directly or indirectly entering Alamitos and Calero Creeks. The City is responsible for controlling and preventing pollutants from being released into these creeks from construction or reconstruction of its Recreational Improvements and shall implement cleanup and abatement actions for any such releases. All work on the District Premises must comply with the Best Management Practices used under the District's Stream Maintenance Program. All construction on City Premises shall comply with applicable City storm water pollution prevention laws, policies, and guidelines.

15. **Bird Nesting Season.** Any construction and maintenance work during nesting season (generally between February 1<sup>st</sup> and July 15<sup>th</sup>) will be avoided whenever possible. If construction or maintenance work must be done during the nesting season, a preconstruction survey by a qualified biologist must be undertaken to determine the presence of nesting. If nesting is reported, the biologist will recommend the implementation of adequate mitigation measures. Environmental impacts will be considered prior to all work. Any and all work related to this Section 15 will be completed in accordance with applicable federal, state, and local environmental health and safety regulations including, but not limited to, the federal Migratory Bird Act of 1918, Clean Water Act, Endangered Species Act, the California Fish and Game Code and the Porter-Cologne Act and any amendments thereto.

16. **Maintenance and Repair.** City shall be responsible for the routine maintenance and repair of City's Recreational Improvements on both the City and District Premises. District shall be responsible for maintenance and repair of District Improvements on both City and District Premises. In non-emergency situations, City and District staff will meet whenever necessary for the purpose of scheduling routine maintenance, including, but not limited to:

- (a) Maintenance issues related to City's Recreational and District Improvements;
- (b) Inspection for unauthorized pioneer trails and access points;
- (c) Method and timing of issues related to affected wildlife; and
- (d) Non-emergency work requiring the use of heavy equipment, barricading, and/or restricting access to the District Premises or the City Premises.

17. **Notification of Community Events.** District and City will notify each other in writing at least ten (10) days in advance of any community event authorized that requires use of Alamitos/Calero Creek Trail. A District or City permit, as appropriate and proof of insurance will be required for the activity or event.

18. **Notification of Trail Closures.** District will provide City with prior written notice of its maintenance work in Alamitos and Calero Creeks at least ten (10) working days before commencing any maintenance work. District and the City will coordinate the closure of Alamitos/Calero Creek Trail for public safety purposes should it be reasonably necessary to accommodate the District's maintenance and operations. City will notify the Guadalupe Watershed Division of the District prior to City's maintenance work along Alamitos/Calero Creek Trail. District will notify the City's Department of Parks, Recreation and Neighborhood Services should closures due to District maintenance and operations be necessary. City is

responsible for providing all reasonable security measures to temporarily prohibit or control public access during District maintenance of District Improvements.

19. **Trail Access.** Public access entry points to Alamitos/Calero Creek Trail will be limited to those locations, gates and ramps that serve the general public. City has primary responsibility to take all reasonable measures to secure against unauthorized trail access points, including signage and fencing to prohibit access and to repair any damage incurred. If a need arises and subject to appropriation by City Council, the City will seek review and approval from the District for additional trail entry points and will fund any necessary improvements for new public access.

20. **Trails and Fencing.** City and District will meet to determine the need for fencing or other protective measures whenever there is a reasonable possibility that the public will venture off of authorized trail paths. Subject to appropriation of City Council, City has primary responsibility (including costs) for installing and maintaining measures that deter off-trail uses. District has the discretion of installing at its sole cost, any additional measures to prohibit public access to environmentally sensitive areas or District Improvements. Each party is responsible for maintaining their respective fencing in a reasonably safe and operational manner.

21. **Maintenance of Trail and Maintenance Roads.** City will maintain (and replace when reasonably necessary) the trail pavement and subgrade at a level acceptable to City for public recreational trail uses. District will take reasonable care to prevent unnecessary damage to the trail pavement, trail shoulders, and aggregate base during District heavy equipment operations. The District is responsible for the maintenance and repair of the District maintenance roads and access roads to a standard acceptable to the District for its maintenance and operational activities. If the City desires an enhanced level of maintenance of the District's maintenance roads, then City will be responsible for performing such enhanced level of maintenance.

22. **Pedestrian Bridges.** City is responsible for maintaining the aesthetic, structural integrity, and safety of its pedestrian bridges constructed by City as part of the City's Recreational Improvements, including the bridge decks, piers, foundations, railings, abutment walls, and ramps. City will conduct a biennial safety inspection of the bridge structure, including the footings, to evaluate whether the bridge is safe and to take any corrective action if the bridge is not safe.

23. **Vegetation Management.** District will be responsible for the weed control activities of mitigation areas located along Alamitos Creek that the District planted (or caused to be planted), and for weed management necessary for fire control and flood protection. City will be responsible for weed control and vegetation management within any landscaped or mitigation areas that the City planted (or caused to be planted) along Alamitos and Calero Creeks. Herbicide application within District mitigation areas is prohibited. Vegetation management activities on the District Premises will be accomplished by mechanical means whenever practical and will comply with District herbicide and pesticide use requirements as outlined in the Vegetation Control Work Instructions Document WW75100, 2005 and SCVWD Policy and Procedure Ad8.2 (2002) or as it may be amended from time to time. Application of approved herbicides will be limited to within 18 inches of each side of designated trails. Herbicides and pesticides to be used should be applied only after notification to the District and may be applied only by staff possessing a Qualified Applicator Certificate (QAC) or Qualified Applicator License (QAL). If the District applies herbicide on City Premises, it shall comply with City rules, regulations, and laws applicable to herbicide application on City Premises.

24. **Trash and Litter Removal.** City will provide for trash removal on the District Premises that is reasonably likely to have been generated from the public's use of Alamitos/Calero Creek Trail. City will be responsible for maintaining and emptying trash receptacles and rubbish removal as reasonably necessary. District will retain its Good Neighbor Maintenance Program, as funding resources may allow, to respond to reports of trash. District will also manage the Adopt-A-Creek program providing the opportunity for local community volunteers to participate in litter pick-up.

25. **Graffiti Removal.** City will provide graffiti removal for the City's Recreational Improvements in compliance with City's graffiti abatement program if funded by City Council, including graffiti removal from signs installed in conjunction with and/or accessory to the establishment of a public pathway consistent with its implementation of the same program at comparable City facilities. Requests for graffiti removal can be made by calling the Department of PRNS' Anti-Graffiti Program at (408) 277-2758 or the City's general information number at (408) 535-5300. District shall provide graffiti removal for the District Improvements on City Premises.

26. **Term of Agreement and Renewal Option.** The term of this Agreement (including the rights and obligations contained therein) is twenty five (25) years commencing on the Agreement Effective Date. The City, upon providing the District with no less than ninety (90) days written notice, but no more than one hundred eighty (180) days notice prior to the expiration of the initial 25-year term, may renew this Agreement for an additional 25-year period.

27. **Termination of Agreement for Cause.** A party may terminate this Agreement "for cause" after providing the other party with at least ninety (90) days written notice of such "cause" and its intent to terminate this Agreement. For purposes of this Section 27, "for cause" means a material breach of this Agreement, including (without limitation) a breach of a party's maintenance responsibilities and responsibilities to maintain its improvements in a safe manner. If there are any deficiencies that can be corrected by either party, neither party will terminate this Agreement without first providing the other party an opportunity to correct such deficiency within said 90-day written notice period, or such longer period as agreed to by the non-breaching party in writing. Upon the termination or expiration of this Agreement, City must remove City Recreational Improvements from the District Premises, at District's discretion, and leave the District Premises in a condition as near as reasonably practical to its condition prior to the installation and/or development of such improvements. Upon the termination or expiration of this Agreement, District must remove District Improvements from the City Premises, at City's discretion, and leave the City Premises in a condition as near as reasonably practical to its condition prior to the installation and/or development of such improvements.

28. **Indemnification by City.** City will assume the defense of, indemnify and hold harmless, District, its officers, agents, and employees from all claims, liability, loss, damage, and injury of any kind, nature, or description directly or indirectly arising during the initial term of this Agreement, or any renewal thereof, that results from the: (i) City's and/or public's use of the District Premises or City Premises; or (ii) negligent acts, omissions, or activities (whether active or passive) of City's officers, agents, employees, or independent contractors employed by City excepting claims, liability, loss, damage, or injury arising from the willful or negligent acts, omissions, or activities of an officer, agent, or employee of District.

29. **Indemnification by the District.** District will assume the defense of, indemnify, and hold harmless, City, its officers, agents, and employees from all claims, liability, loss, damage, and injury of any kind, nature or description directly or indirectly arising during the initial term of this Agreement, or any renewal thereof, that results from the: (i) District's negligent exercise of its flood protection or water resource protection on District Premises; (ii) District's negligence in the construction, operation, maintenance, or care of District Improvements on City Premises; or (iii) negligent acts, omissions, or activities (whether active or passive) of District's officers, agents, employees, or independent contractors employed by District excepting claims, liability, loss, damage, or injury which arises from the willful or negligent acts, omissions or activities of an officer, agent, or employee of City.

30. **Supersedes Previous Joint Use Agreements.** The parties acknowledge that this Agreement is intended to replace and supersede the following two previous agreements: 1) Lease Agreement for Joint Use executed on February 22, 1983 and amended June 24, 1991 for the Alamitos Creek Trail from Winfield Blvd to Harry Road which expired on March 1, 2008, and a 2) Lease Agreement for Joint Use executed on December 30, 1991, for the Calero Creek Trail southerly of Harry Road which expired on December 10, 2011.

31. **Notices.** Any and all notices required to be given hereunder will be deemed to have been delivered upon deposit in the United States mail, postage prepaid, addressed to either of the parties at the address hereinafter specified or as later amended by either party in writing:

City of San Jose  
200 East Santa Clara Street  
San Jose, California 95112  
Attention: Director of Parks & Recreation

Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, California 95118  
Attention: Chief Executive Officer

32. **Successors and Assigns.** This Agreement, and all terms, covenants, and conditions hereof, will apply to and bind the successors and assigns of the respective parties hereto. Neither party will assign nor sublet this Agreement without the prior written consent of the other party.

33. **Choice of Law.** This Agreement is governed by California law.

34. **Amendments.** This Agreement may not be modified or amended except in writing signed by both parties.

35. **Compliance with Laws.** Each party must, in all activities undertaken pursuant to this Agreement, comply and cause its contractors, agents and employees to comply with all federal, state and local laws, statutes, orders, ordinances, rules, and regulations.

36. **Not Real Property Interest.** It is expressly understood that this Agreement does not in any way whatsoever grant or convey any permanent easement, fee or other interest in a party's real property to the other party.

37. **Entire Agreement.** This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the parties and supersedes all prior written or oral understandings.

**IN WITNESS WHEREOF,** City and the District have executed this Agreement on the Agreement Effective Date.

CITY OF SAN JOSE

SANTA CLARA VALLEY WATER DISTRICT

By: \_\_\_\_\_  
Dennis D. Hawkins, CMC  
City Clerk

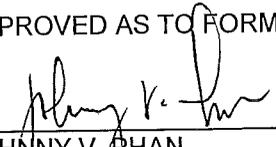
By: \_\_\_\_\_  
Beau Goldie  
Chief Executive Officer

ATTEST:

\_\_\_\_\_  
Michelle King  
Clerk Board of Directors

APPROVED AS TO FORM:

APPROVED AS TO FORM:

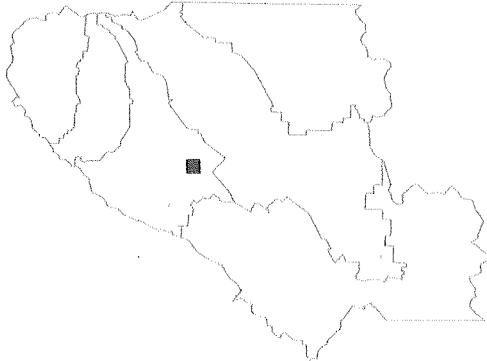
  
\_\_\_\_\_  
JOHNNY V. PHAN  
Deputy City Attorney

\_\_\_\_\_  
Anthony Fulcher  
Assistant District Counsel

RD:JVP:RPH  
10/12/2012

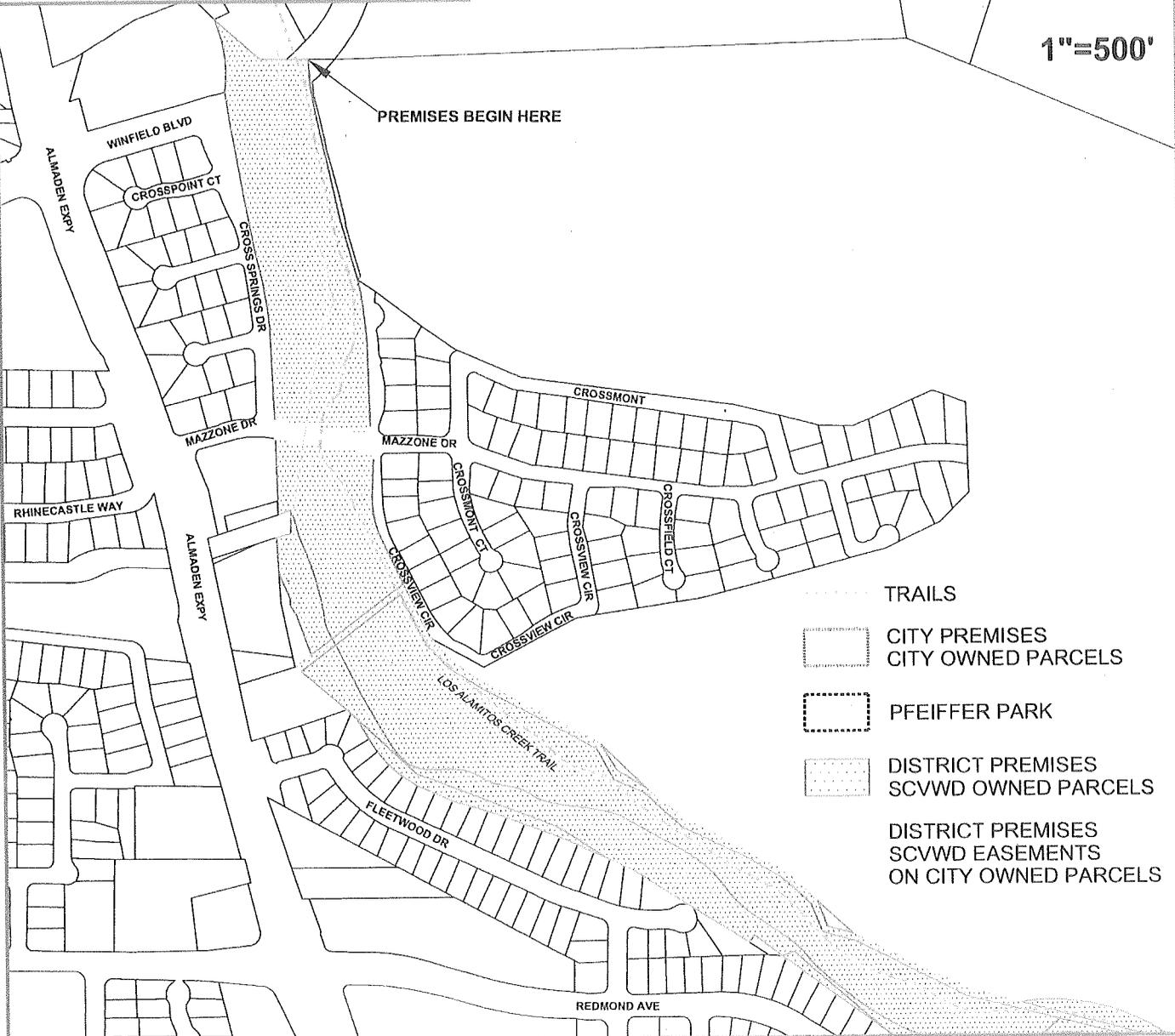
**Exhibit A – attached**

**SANTA CLARA COUNTY**



1"=500'

PREMISES BEGIN HERE



-  TRAILS
-  CITY PREMISES  
CITY OWNED PARCELS
-  PFEIFFER PARK
-  DISTRICT PREMISES  
SCVWD OWNED PARCELS
-  DISTRICT PREMISES  
SCVWD EASEMENTS  
ON CITY OWNED PARCELS

**GUADALUPE WATERSHED**

**LOS ALAMITOS CREEK**

Santa Clara Valley Water District 

JOINT USE AGREEMENT FOR  
LOS ALAMITOS/CALERO CREEK TRAIL

EXHIBIT A

SHEET 1 OF 7

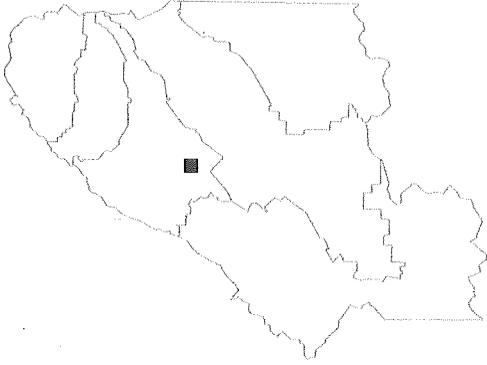
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DRAWN	BDQ
DATE	9/4/12

Council Agenda: 12/4/12

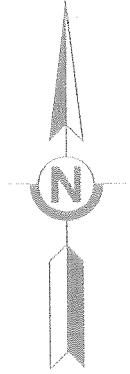
Item No.: 2.9

DRAFT -- Contact the Office of the City Clerk at (408) 535-1260 or Cityclerk@sanjoseca.gov for final document

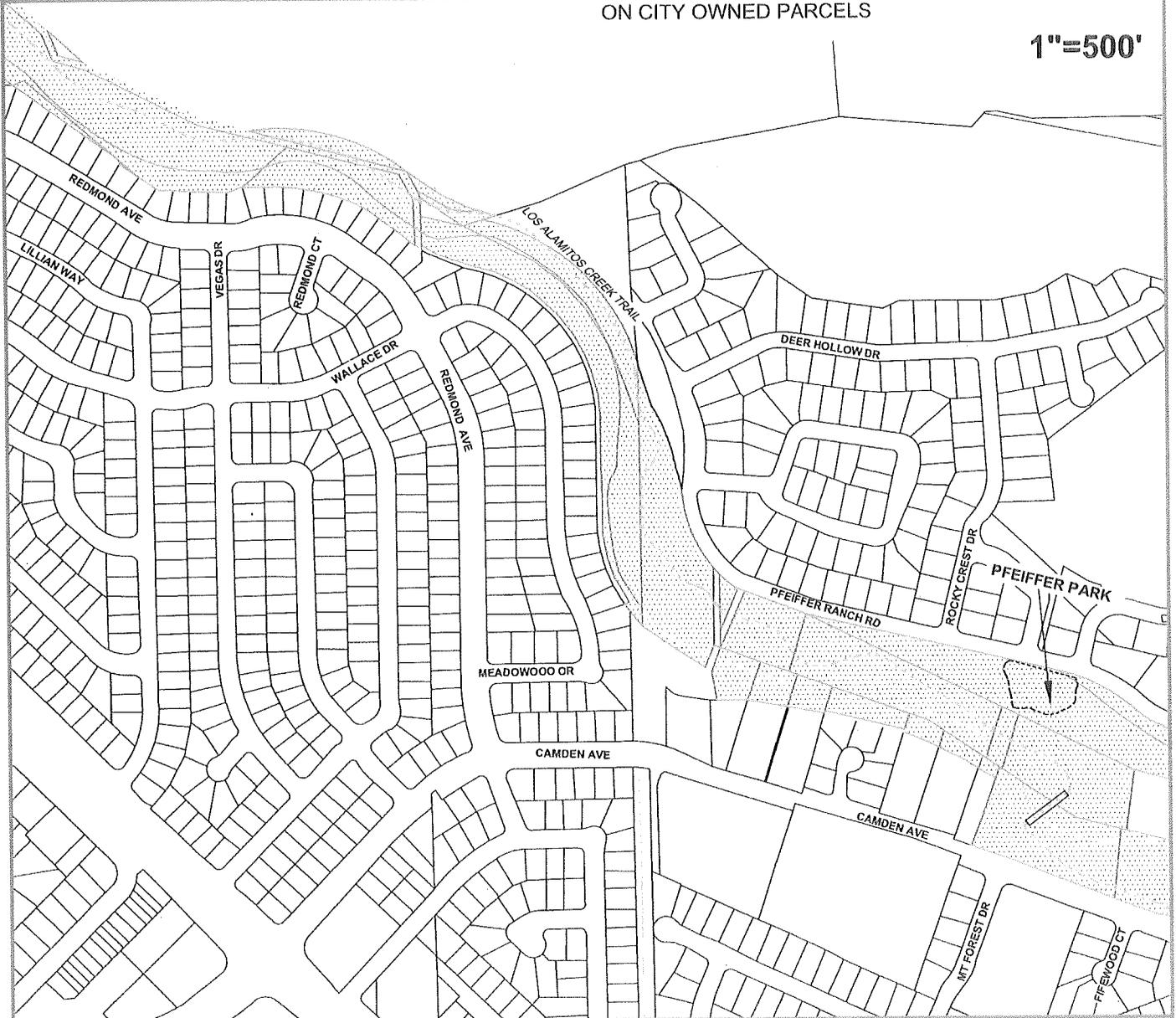
**SANTA CLARA COUNTY**



-  TRAILS
-  CITY PREMISES  
CITY OWNED PARCELS
-  PFEIFFER PARK
-  DISTRICT PREMISES  
SCVWD OWNED PARCELS
-  DISTRICT PREMISES  
SCVWD EASEMENTS  
ON CITY OWNED PARCELS



1"=500'



**GUADALUPE WATERSHED**

**LOS ALAMITOS CREEK**

**Santa Clara Valley Water District**



JOINT USE AGREEMENT FOR  
LOS ALAMITOS/CALERO CREEK TRAIL

EXHIBIT A

SHEET 2 OF 7

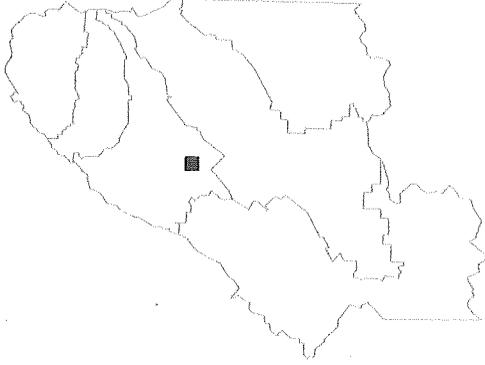
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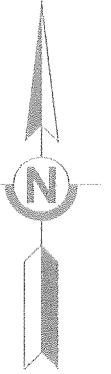
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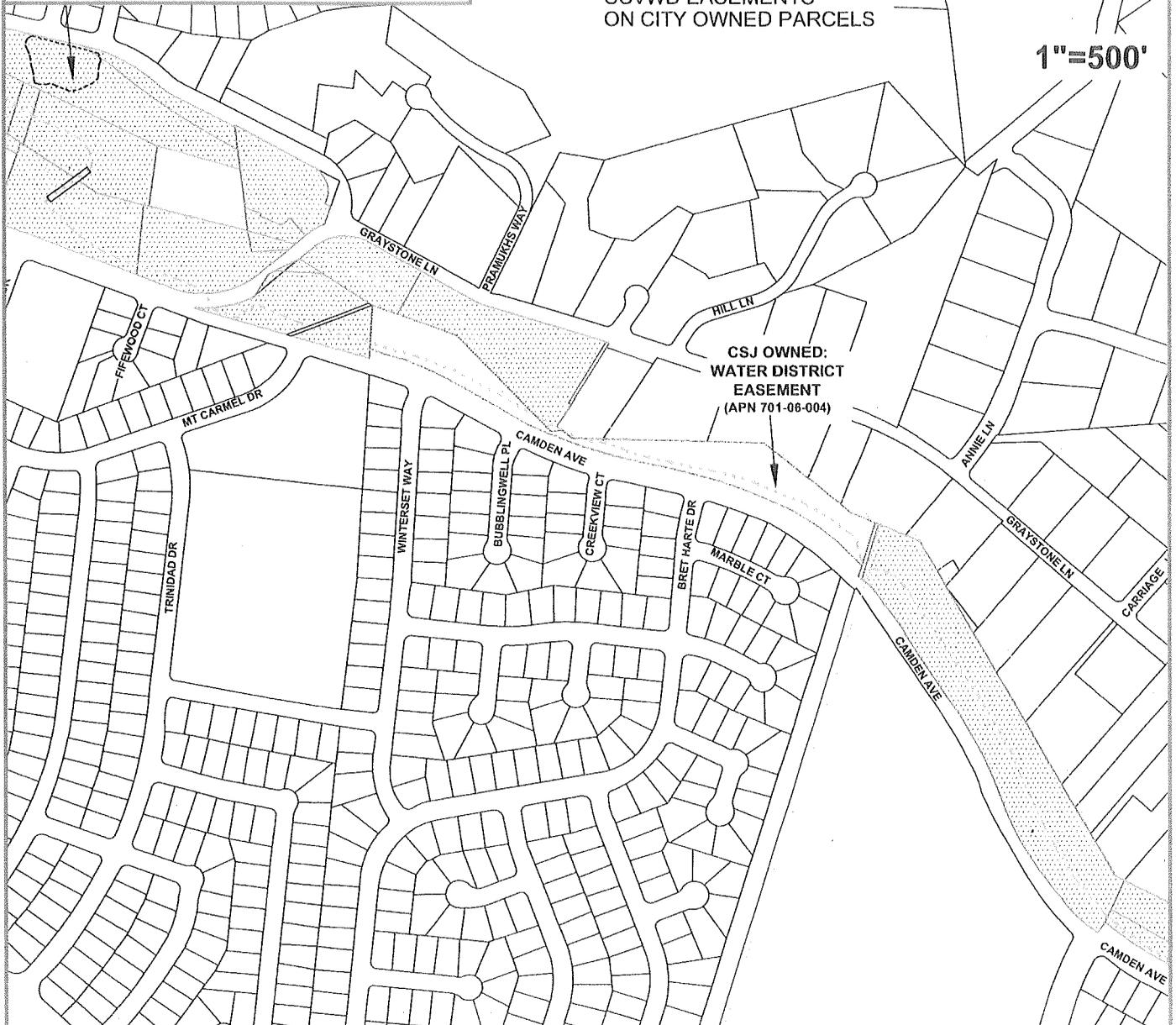
**SANTA CLARA COUNTY**



-  TRAILS
-  CITY PREMISES  
CITY OWNED PARCELS
-  PFEIFFER PARK
-  DISTRICT PREMISES  
SCVWD OWNED PARCELS
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SCVWD EASEMENTS  
ON CITY OWNED PARCELS



1"=500'



**GUADALUPE WATERSHED**

**LOS ALAMITOS CREEK**

Santa Clara Valley Water District 

JOINT USE AGREEMENT FOR  
LOS ALAMITOS/CALERO CREEK TRAIL

EXHIBIT A

SHEET 3 OF 7

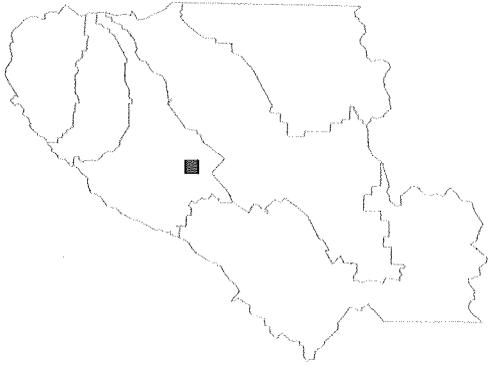
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**SANTA CLARA COUNTY**



-  TRAILS
-  CITY PREMISES  
CITY OWNED PARCELS
-  PFEIFFER PARK
-  DISTRICT PREMISES  
SCVWD OWNED PARCELS
-  DISTRICT PREMISES  
SCVWD EASEMENTS  
ON CITY OWNED PARCELS



1"=500'



**GUADALUPE WATERSHED**

**LOS ALAMITOS CREEK**



JOINT USE AGREEMENT FOR  
LOS ALAMITOS/CALERO CREEK TRAIL

EXHIBIT A

SHEET 1 OF 7

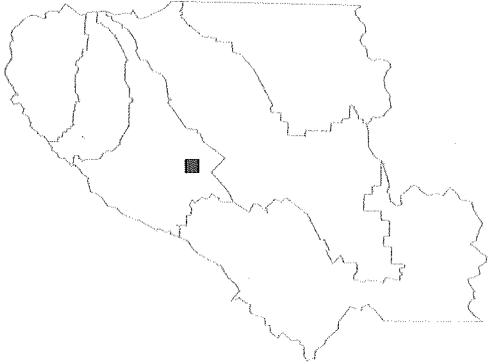
PROJ. NO.	
FILE NO.	
APN	
DRAWN	BDQ
DATE	9/4/12

Council Agenda: 12/4/12

Item No.: 2.9

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**SANTA CLARA COUNTY**



- TRAILS
- CITY PREMISES  
CITY OWNED PARCELS
- PFEIFFER PARK
- DISTRICT PREMISES  
SCVWD OWNED PARCELS
- DISTRICT PREMISES  
SCVWD EASEMENTS  
ON CITY OWNED PARCELS



1"=500'



**GUADALUPE WATERSHED**

**LOS ALAMITOS CREEK**



JOINT USE AGREEMENT FOR  
LOS ALAMITOS/CALERO CREEK TRAIL

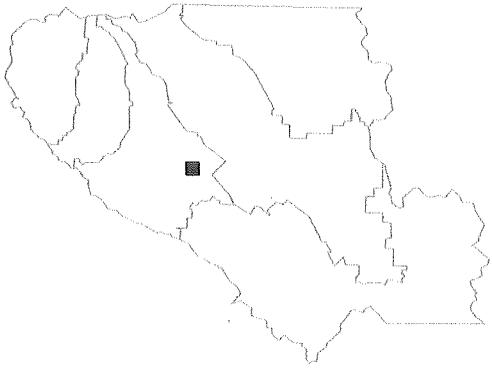
EXHIBIT A

SHEET 3 OF 7

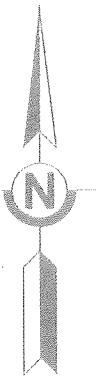
PROJ. NO.  
FILE NO.  
APN  
DRAWN  
DATE

BDQ  
9/4/12

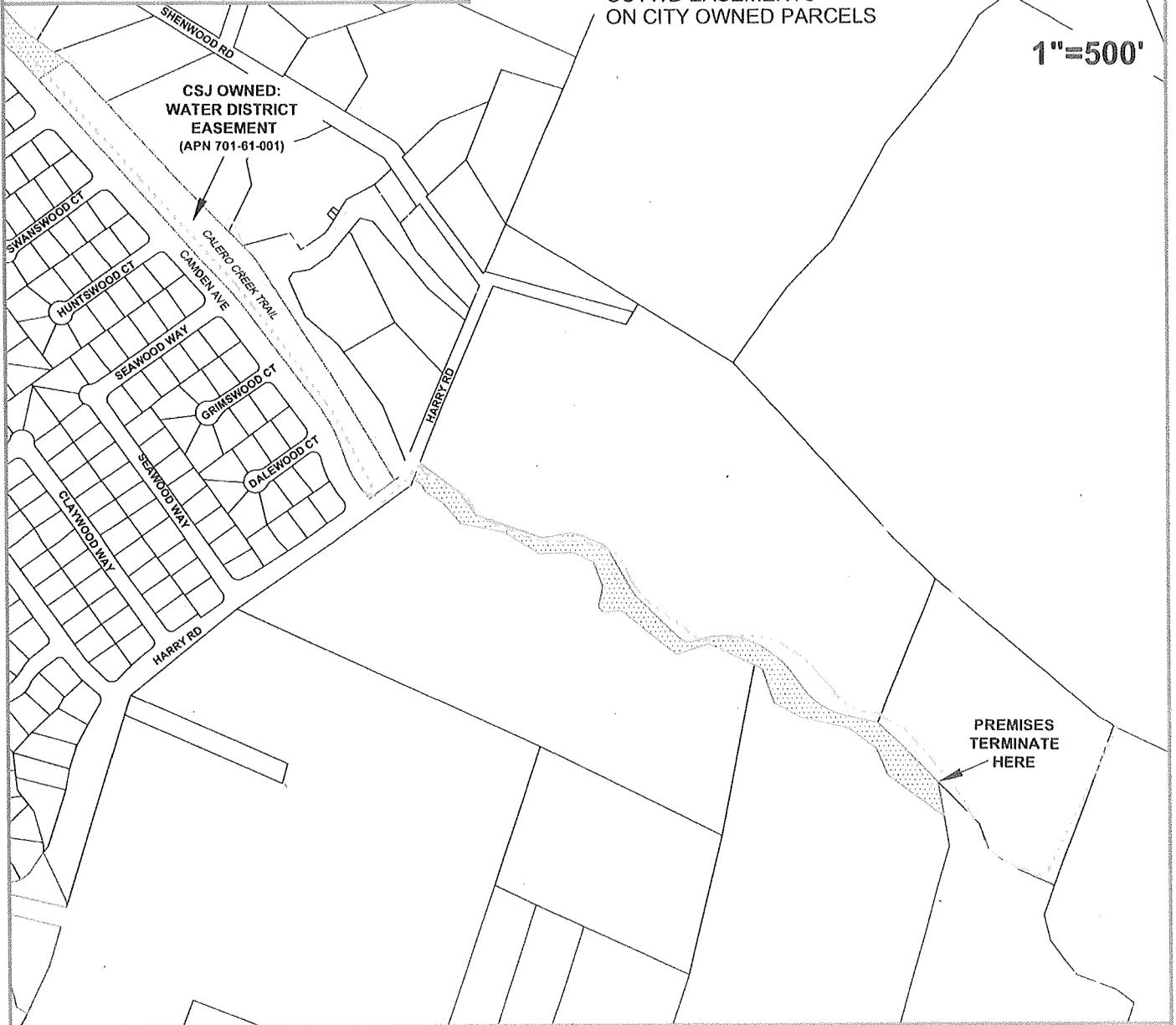
**SANTA CLARA COUNTY**



- TRAILS
- CITY PREMISES  
CITY OWNED PARCELS
- PFEIFFER PARK
- DISTRICT PREMISES  
SCVWD OWNED PARCELS
- DISTRICT PREMISES  
SCVWD EASEMENTS  
ON CITY OWNED PARCELS



1"=500'



**GUADALUPE WATERSHED**

**LOS ALAMITOS CREEK**



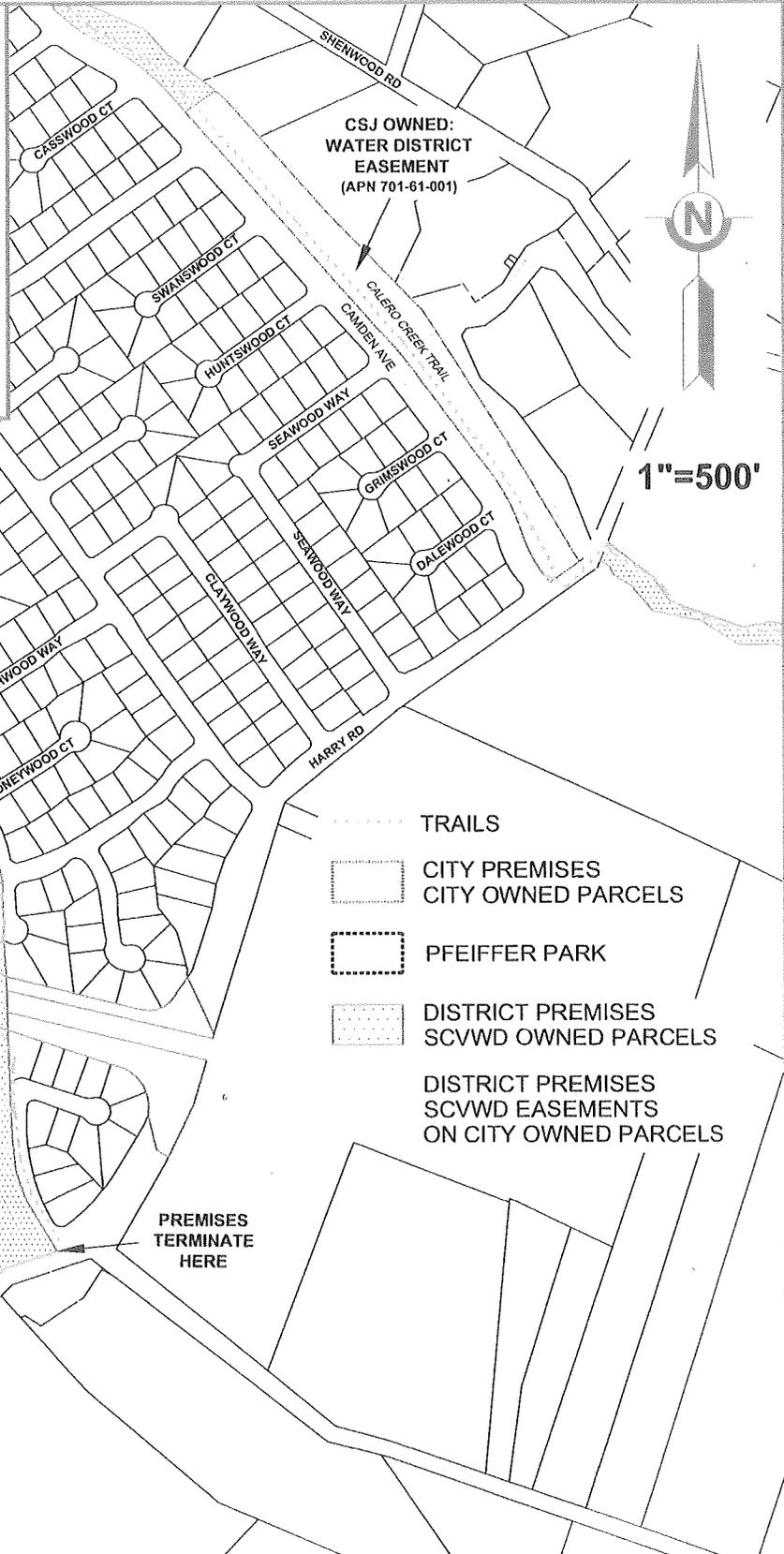
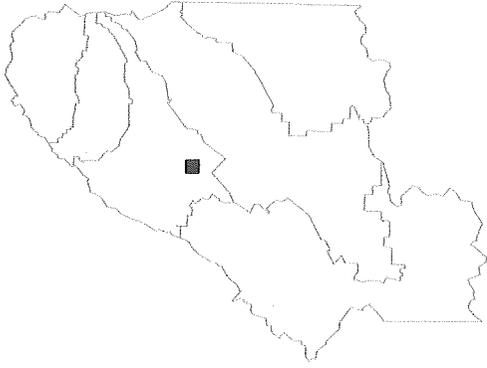
JOINT USE AGREEMENT FOR  
LOS ALAMITOS/CALERO CREEK TRAIL

EXHIBIT A

SHEET 5 OF 7

PROJ. NO.	
FILE NO.	
APN	
DRAWN	BDQ
DATE	9/4/12

**SANTA CLARA COUNTY**



- ..... TRAILS
- [Solid Line] CITY PREMISES  
CITY OWNED PARCELS
- [Dashed Line] PFEIFFER PARK
- [Dotted Line] DISTRICT PREMISES  
SCVWD OWNED PARCELS
- [Stippled Area] DISTRICT PREMISES  
SCVWD EASEMENTS  
ON CITY OWNED PARCELS

PREMISES  
TERMINATE  
HERE

**GUADALUPE WATERSHED**



JOINT USE AGREEMENT FOR  
ALAMITOS/CALERO CREEK TRAIL

EXHIBIT A

SHEET 7 OF 7

**LOS ALAMITOS CREEK**

PROJ. NO.	
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