



5750 ALMADEN EXPRESSWAY, SAN JOSE, CA 95118-3686 (408) 265-2600

**PERMIT****Facility:** Upper Silver Creek**Permit No.:** 21427

**Permittee:** Guadalupe-Coyote Resource  
Conservation District  
Attention: Ms. Stephanie  
Moreno  
888 North 1<sup>st</sup> Street, Suite 204  
San Jose, CA 95112

**Telephone:** (408)288-5888  
(831)235-1799

**Email:** smoreno@gcrd.org

**File:** 31436  
Upper Silver Creek  
Sly Greenyard Street  
Wly Silver Creek Road

**Re:** Upper Silver Creek  
Linear Park Wetlands  
Study and Gaging  
Program

**Purpose of Permit:**

- Encroachment  
 Construction  
 Temporary

1. Installation of (3) temporary water-level gages installed with iron t-posts within Valley Water's easement for Upper Silver Creek.
2. Pedestrian access to Valley Water's easement for installation, monitoring, and removal of the water level gages.

**Construction Expiration Date:** October 21, 2023**Encroachment Expiration Date:** October 21, 2023**PERMITTEE MUST NOTIFY AND FURNISH SCHEDULE OF WORK TO:**

Valley Water's Permit Desk Inspector, at (408) 630-2779 c/o Mr. Scott Alao at least 2 Valley Water business days before starting any work under this permit. **Failure to notify is cause for revocation of permit and removal of work.** This permit is subject to the General Conditions listed on page 2 and 3 hereof (and if specified, the Special Conditions listed on page 4). Violation of any condition specified in this permit shall be cause for immediate revocation of this permit. This permit is not effective unless signed by both the Permit Authority and Permittee

**Permittee**

I, the Permittee (or agent of the Permittee), read and understand the permit conditions (i.e. General Conditions, and if specified, the Special Conditions) contained in this permit and by signing below, I agree to abide by each and every term and condition in this permit. If signing as a duly authorized agent of the Permittee, I hereby represent and warrant that I have the authority to bind Permittee to all of the terms and conditions specified in this permit.

Guadalupe-Coyote Resource Conservation District

DocuSigned by:  
Name of Permittee*Stephanie Moreno*

10/21/2021

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Signature

Date

Stephanie Moreno

Executive Director/District Clerk

Print Name/Title of Signatory

**SCVWD**

DocuSigned by:

*Usha Chatwani*

10/21/2021

F43304DCE49F4B7  
Usha Chatwani, P.E.

Effective Date

Engineering Unit Manager (Permit Authority)  
Community Projects Review Unit

**Cc:** Eric Donaldson, Balance Hydrologics ([edonaldson@balancehydro.com](mailto:edonaldson@balancehydro.com))  
S. Also, U. Chatwani, C. Haggerty, L. Brancatelli, J. Manidakos, D. Candelas, D. Duran, File  
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**GENERAL CONDITIONS**

1. **ACCEPTANCE OF CONDITIONS.** Permittee's activity or work under this permit constitutes Permittee's acceptance of the general and special conditions contained in this permit.
2. **PERMIT RIGHT.** Valley Water grants to Permittee a revocable, personal, and non-exclusive license to enter upon the right-of-way owned by Valley Water that is described in **Exhibit A** attached hereto ("Permit Area"), for the limited purpose and subject to the terms, conditions and restrictions set forth below.
3. **VALLEY WATER TITLE.** Valley Water has title to the Permit Area based upon recorded right-of-way deeds and/or an implied dedication. This permit is effective only as to the rights of Valley Water in the Permit Area, and Permittee shall obtain any further permission that is necessary to use the Permit Area. This permit does not address any rights in the Permit Area belonging to any other entity or person and is subject to all prior unexpired permits, agreements, easements, privileges, or other rights, whether recorded or unrecorded, in the Permit Area. Permittee shall make arrangements with holders of such prior rights. Permittee places its encroachment at its own risk.
4. **KEEP PERMIT ON THE WORK SITE.** Permittee must maintain a copy of this permit and approved plans on the Permit Area at all times and it must be shown to any representative of Valley Water or law enforcement officer upon demand.
5. **CONSTRUCTION OF IMPROVEMENTS.** All improvements shall conform to recognized standards of construction and constructed in accordance with the plans accepted by Valley Water. All the work shall be done subject to the satisfaction of Valley Water's Inspector. No change of the project, as outlined in the plans, drawings, or other documentation submitted with Permittee's encroachment permit application to Valley Water, will be allowed except upon Valley Water's written permission.
6. **MAINTENANCE.** Permittee shall exercise reasonable care to maintain properly any encroachment or improvement placed by it or its agent in the Permit Area and to exercise reasonable care in inspecting for and immediately repairing and making good any damage to any portion of the Permit Area as a result of activities performed under this permit, including any and all damage to the Permit Area which would not have occurred had such work not been done or such encroachment or improvement not been placed therein. Valley Water shall not be held responsible for any damage to any encroachment or improvement installed by Permittee under this permit, whether said damage is caused by Valley Water or its agent or otherwise.
7. **CLEAN UP PERMIT AREA.** Upon completion of any activity under this permit or the revocation of this permit, the Permit Area shall be placed in substantially the same condition as it was immediately prior to the work. If Permittee fails to restore the Permit Area to such condition, Valley Water may perform such work or have work performed, and Permittee agrees to reimburse Valley Water for all costs of the work so performed.
8. **PERMIT SUBORDINATE TO VALLEY WATER'S USE OF PERMIT AREA.** Whenever Valley Water desires to construct, reconstruct, or do maintenance work on the Permit Area, or use the Permit Area for any purpose, the Permittee shall, upon Valley Water's request, immediately move, remove, relocate or otherwise change, any improvements, encroachments, work or installation on the Permit Area, all at the sole expenses of the Permittee.
9. **TERM.** Unless a permit expiration date is expressly specified in this permit, the term of this permit is indefinite and may be revoked by Valley Water or abandoned by Permittee at any time. If Valley Water elects to revoke this permit, it will provide Permittee with written notice specifying the date this permit is no longer in effect.
10. **PERMITS AND LICENSES FROM OTHER PUBLIC AGENCIES.** This permit does not relieve Permittee of the responsibility from obtaining all applicable permits, licenses and/or other permissions that must be obtained from other public agencies and/or commissions in order for Permittee to carry its activities within or use the Permit Area.
11. **COMPLIANCE WITH LAWS.** Permittee shall, at its expense, conduct and cause to be conducted all activities on the Permit Area in a safe and reasonable manner and in compliance with all laws, statutes, ordinances, rules, regulations, policies, orders, and edicts (collectively, "Laws") of any governmental or other regulatory entity, including, without limitation: (i) all applicable water quality standards adopted by Valley Water, Regional Water Quality Control Board, State Water Resources Control Board, or other jurisdictional or properly empowered regulatory agency; (ii) all applicable labor laws; and (iii) all health and safety laws (including trench excavation and obtaining as legally required a "Permit to Excavate" issued by the Division of Occupational Safety and Health as required by the California Labor Code). Permittee's failure to adhere to this paragraph shall be a material breach of this permit.
12. **INDEMNITY.** Permittee and its successors and assigns shall indemnify, defend, and hold harmless, Valley Water, its directors, officers, agents, employees and contractors, and each of them, from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind arising in any manner out of or relating to any use or activity under this permit, including, but not limited to, the use, construction encroachment or maintenances done by Permittee or its agents, employees or contractors on or near the Permit Area.

**GENERAL CONDITIONS - Continued**

13. **WAIVER OF CLAIMS.** Permittee waives its right to assert any claim or action against Valley Water related to the condition of the Permit Area or its use by Permittee.
14. **NO HAZARDOUS SUBSTANCES.** Permittee shall not use, store, transport, or place any hazardous substances (including hazardous waste and hazardous materials) on the Permit Area or adjacent to Permit Area. If any spills or discharge of hazardous substances are used or produced during the permitted activity, then Permittee must: (i) notify Valley Water and the proper authorities; (ii) immediately investigate, remove, and monitor the hazardous substances to the satisfaction of Valley Water and any regulatory agency; and (iii) bear any and all costs associated with the remedial activities. Valley Water has the absolute right to immediately suspend any operation that does not adhere to these requirements or is found to be in violation of any Local, State, or Federal Environmental Regulations, until the problem is adequately or completely resolved.
15. **INSURANCE.** At any time, at the sole discretion of Valley Water, Permittee may be required to obtain insurance (including general liability insurance) with a reasonable policy limit as determined by Valley Water, naming Permittee as the insured and Valley Water (including its directors, officers, agents, employees and contractors) as an additional insured to cover Permittee's activities and/or the encroachments placed in the Permit Area. Permittee's failure to obtain such insurance is a material breach of this permit.
16. **IMPORTED MATERIALS.** If Permittee seeks to place or store on the Permit Area any soils that did not originate from such Permit Area, then Permittee must submit to Valley Water for its evaluation a fully completed "Import Material Certification Form" requesting Valley Water's permission.
17. **CHANGED CONDITIONS.** If conditions change or new facts are discovered concerning the effects of the activities and uses authorized under this permit, or for other good cause, Valley Water may modify this permit in order to protect life and property.
18. **REPAIR DAMAGE TO PERMIT AREA.** Any damage caused to the Permit Area, including (without limitation) damage to structures, vegetation, stream bank, fencing, maintenance road surfacing, and pipelines due to the use or activities carried out under this permit shall be repaired at the cost of Permittee and to the satisfaction of Valley Water. Should Permittee neglect to make repairs promptly, Valley Water may make repairs or have repairs made, and Permittee agrees to reimburse Valley Water for all costs of such repairs. Valley Water may require a security deposit in advance from Permittee to secure the performance of this paragraph. Unexpended portions of any deposit shall be refunded to Permittee within 30 business days of the expiration of this permit. The posting of such a security deposit shall not relieve the Permittee from any liability under this permit which exceeds the value of the deposit required.
19. **NO REAL PROPERTY INTEREST.** Nothing contained in this permit shall be construed as a relinquishment of any rights held by Valley Water. It is expressly understood that this permit does not in any way whatsoever grant or convey any easement, fee or other interest in the Permit Area to Permittee.
20. **PERMIT NON-TRANSFERABLE.** This permit may not be transferred or assigned by Permittee to any party, unless expressly specified in the special conditions section of this permit or agreed to by Valley Water in writing.

**SPECIAL CONDITIONS**

- 1. This permit allows temporary use of Valley Water's property for a period of 24 months. If use of the property beyond this time is needed, Permittee must submit a permit extension application to Valley Water at least 10 days before the expiration date of this permit.**
- 2. Access through Valley Water's easement is subject to fee title owner approval.**
3. Permittee shall remove all equipment at the conclusion of the study or as directed by Valley Water's inspector.
4. No vehicular access will be allowed.
5. To minimize the spread of plant pathogens (only plants are affected) that may be present in soil and/or water, prior to entering and upon exiting the creek area and Valley Water's lands, all vehicles (interior and exterior), equipment, tools, and shoes worn by persons at the site must be clean and free of mud, debris, and soil.
6. Permittee shall return Valley Water's easement to its original condition or better, to the satisfaction of the Valley Water inspector.
7. Permittee, its contractors and agents shall provide for their own safety while performing the work under this permit including but not limited to traffic control and all other safety requirements in accordance with CAL/OSHA regulations.

### EXHIBIT A PERMIT AREA

