#### WHEN RECORDED MAIL TO:

U.S. Department of the Interior Bureau of Reclamation, Mid Pacific Region, MP-450 2800 Cottage Way Sacramento, CA 95825-1898

Portion of APN: 078-130-032

DOCUMENTARY TRANSFER TAX: None This conveyance is exempt from any Documentary transfer tax per California Revenue and Taxation Code Section 11922 Central Valley Project, Contra Costa County Contra Costa Canal System CVP-1729/14 Unit 55 Contract 07-LC-20-9539 Page 1 of 30

# UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION CENTRAL VALLEY PROJECT, CALIFORNIA CONTRA COSTA CANAL

#### CONTRACT AND GRANT OF EASEMENT TO CONTRA COSTA COUNTY

THIS CONTRACT AND GRANT OF EASEMENT, made this day of , 2009, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388) and all other amendatory or supplementary acts, particularly the Reclamation Project Act of 1939 (53 Stat.187), is entered into, by and between the UNITED STATES OF AMERICA, (United States), acting by and through its Department of the Interior, Bureau of Reclamation (Reclamation), represented by the officer executing this instrument on its behalf, and CONTRA COSTA COUNTY, a political subdivision of the State of California, hereinafter called "Grantee".

WHEREAS, the United States acquired certain lands for the construction of the Contra Costa Canal System (Canal), a feature of the Central Valley Project, California; and

WHEREAS, the Contra Costa Water District (CCWD) is responsible for the operation and maintenance of the Canal; and

WHEREAS, the Grantee has requested a perpetual easement for the construction, operation, and maintenance of two (2) storm drain facilities which will include (a) 42-inch pipe and 36-inch pipe within a 54-inch casing, (b) 42-inch pipe within a 66-inch casing; (c) and road access rights (27,427 square foot surface easement in Area 2 and 2,167 square foot surface easement in Areas 5,6,7) to the facilities over, on, under, and across United States land within a portion, Section 15, Township 2 North, Range 1 West, Mount Diablo Base and Meridian, Contra Costa County, in the vicinity of the Contra Costa Canal Mileposts 20.2 and 20.6 and

WHEREAS, the United States has no objections to such use of the land and the use is, at this time, not incompatible with the purpose for which the land was acquired and is now being administered.

Central Valley Project Contra Costa County Contra Costa Canal System CVP-1729/14 Unit 55 Contract 07-LC-20-9539 Page 2 of 30

NOW THEREFORE, in consideration of the mutual agreements and subject to the terms and conditions herein contained, the parties hereto agree as follows:

- 1. <u>EASEMENT</u>. Subject to the following terms and conditions, the United States grants to the Grantee, without warranty of title, a perpetual easement for construction, operation and maintenance of two (2) storm drain facilities which will include:
  - a. 42-inch pipe and 36-inch pipe within a 54-inch casing,
  - b. 42-inch pipe within a 66-inch casing; and
- c. road access rights in Area 2, 5, 6, 7 for maintenance needs as described in the legal descriptions marked as *Exhibit "A"* and shown on the maps marked *Exhibit "B"* and *"B-1"* within their respective Areas 1 thru 7 inclusive, both of which are attached hereto and made a part hereof.

#### 2. TERMS AND CONDITIONS.

- a. The rights granted herein shall become effective on the date hereinabove written. In accordance with 43 CFR 429.3 the value of the right-of-use has been determined to be \$22,410.00 for the privilege herein granted. The Grantee will submit the total fee prior to initiating any activities on United States lands. In accordance with 43 CFR 429.6(b) and in consideration of the mutual covenants herein contained, the Grantee shall be responsible for all administrative fees incurred by Reclamation in processing and issuing this Contract and Grant of Easement.
- b. The rights granted herein are subject to existing rights-of-way, or those subsequently granted, in favor of the public or third parties. The Grantee recognizes that it has sole responsibility to make whatever arrangements are necessary to obtain such rights as may be needed by the Grantee from any other party or parties holding any other interest in the easement premises.
- c. Jurisdiction and supervision of the United States over the easement premises are not surrendered or subordinated by the issuance of this easement and the United States reserves the right to issue easement, right-of-way, permits, or other agreements for the lands described in this Contract and Grant of Easement.
- d. The Grantee shall not use the easement premises for any purpose except as set forth in Article 1.
- e. The Grantee accepts the easement premises as is and acknowledges that neither the United States nor the CCWD is under any obligation to improve the present condition of the easement premises.

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- f. All construction work to be performed shall be accomplished to the satisfaction of the United States by and at the expense of Grantee and shall be in full accordance with previously submitted and approved plans. All future construction, relocation, alterations, or use of the easement premises not in accordance with this Contract and Grant of Easement and approved plans shall not be initiated without prior review and written approval of the United States and CCWD. The Grantee will be required to reimburse the United States for its administrative costs involved in the review and approval of such additional activities. The Grantee shall provide Reclamation with an electronic copy of as-built drawings covering construction on Reclamation land.
- g. The Grantee and its contractors shall comply with requirements of the latest edition (currently the 2001 edition) of the Reclamation Safety and Health Standards handbook while conducting any activity on Reclamation land or facilities. A copy can be downloaded from Reclamation's public web site at: <a href="http://www.usbr.gov/ssle/safety/RSHS/rshs.html">http://www.usbr.gov/ssle/safety/RSHS/rshs.html</a>. All work shall also be performed in accordance with all State of California, Division of Industrial Safety and OSHA Standards.
- h. The Grantee and/or its contractor for the duration of any of the Grantee's and/or its contractors' construction activities will maintain in force, policies of liability insurance, providing limits of not less than \$2,000,000 for each person/occurrence and \$5,000,000 aggregate for bodily injury or death, and not less than \$2,000,000 property damage. Said policies will name United States, the CCWD, and their respective agents and employees as additional insured's (with the ISO CG 2010 endorsement form or equivalent) and will provide that they will not be canceled or reduced in coverage without ten (10) days prior written notice from the Grantee to Reclamation. Prior to commencement of said construction, Grantee will deliver to Reclamation and the CCWD a copy of the certificate of insurance and endorsement reflecting all essential coverage. This Contract and Grant of Easement #07-LC-20-9539 shall be referenced in the description portion of the insurance certificate to identify this project.
- i. During the construction authorized by this Contract and Grant of Easement, if a situation develops which, in the opinion of the United States, presents a threat to the safety of any person or to the safety of the property of the United States or any third party or parties, the Grantee shall take immediate action to eliminate the threat. In the event that the Grantee does not immediately provide the necessary protection, the United States reserves the right, after notifying the Grantee, to take such action as may be necessary to eliminate the immediate threat and the Grantee shall, upon receipt of an itemized statement, reimburse the United States, the CCWD, or their respective agents for all costs.
- j. The storm drain facilities and related appurtenances to be constructed and operated by the Grantee shall be maintained in a good and safe condition and to the reasonable satisfaction of the United States and the CCWD by and at the expense of the Grantee. The Grantee shall, from time to time, upon reasonable request from the United States or the CCWD, promptly repair or alter

Central Valley Project Contra Costa County Contra Costa Canal System CVP-1729/14 Unit 55 Contract 07-LC-20-9539 Page 4 of 30

any part of the Grantee's facilities to preclude damage to the facilities of the United States. The Grantee agrees to perform all such repair or alteration without regard to the cause, to the extent not inconsistent with other agreements, except where caused or necessitated by an act or omission of the United States or the CCWD. This provision shall not, however, relieve the Grantee from the duty of inspecting and keeping its facilities in a proper and safe condition without the request of the United States or the CCWD nor place upon the United States or the CCWD the duty of inspecting or maintaining any of the facilities installed by or for the Grantee. In the event the Grantee should fail to promptly make such repairs or maintain its facilities after 30-days written notice by the United States or the CCWD, the United States may enter and make such repairs and perform such maintenance at the expense of the Grantee, and the Grantee shall, upon receipt of an itemized statement, reimburse the United States for all such costs.

- k. The Grantee shall at all times exercise its rights herein in accordance with all federal, state, and local laws, regulations, ordinances, and orders affecting such operations on United States lands.
- 1. Enforcement of the terms of this Contract and Grant of Easement shall be at the discretion of the United States, and any forbearance by the United States to exercise its rights under this Contract and Grant of Easement in the event of any breach of any term of the Contract and Grant of Easement shall not be construed to be a waiver by the United States of such terms or of any subsequent breach of the same or any other term of this Contract and Grant of Easement or of any of the United States' rights under this Contract and Grant of Easement. No delay or omission by the United States in the exercise of any right or remedy upon any breach by the Grantee shall impair such right or remedy or be construed as a waiver. Further, nothing in this Contract and Grant of Easement creates non-discretionary duty upon the United States to enforce its provisions, nor shall deviation from these terms and procedures, or failure to enforce its provisions give rise to a private right of action against United States by any third parties.

#### 3. TERMINATION.

- a. This Contract and Grant of Easement will terminate and all rights of the Grantee under this Contract and Grant of Easement will cease, and the Grantee will quietly deliver to the United States possession of the easement premises in like condition as when taken, reasonable wear and damage by the elements excepted:
- (1) Immediately upon occurrence of any activity deemed to be illegal on United States lands or facilities; and/or
  - (2) At the option of the United States, upon failure of the Grantee to use said easement premises, or any portion thereof, for a period of five (5) consecutive years; and/or

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- (3) At the request of the Grantee by giving three (3) months written notice to the United States.
- b. Except for termination under Article 3.a.(1) and 9.e., for which termination is without notice to Grantee, in the event the Grantee breaches or fails to perform or observe any of the terms and conditions of this Contract and Grant of Easement and then fails to cure such breach or default within ninety (90) days of the United States giving the Grantee written notice thereof, or within such other period of time as the United States determines is reasonable under the circumstances, the United States may terminate the Grantee's rights under this Contract and Grant of Easement. Any termination of this Contract and Grant of Easement or Grantee's rights under this Contract and Grant of Easement is in addition to and not in limitation of any other remedy of the United States at law and in equity, and failure of the United States to exercise such right at any time shall not waive the right of the United States to terminate for any future breach or default.
- c. If this Contract and Grant of Easement is terminated under the provisions of Articles 3a (1), or 3b the United States reserves the right to bar the Grantee from the future use of all lands under the jurisdiction, management or control of Reclamation including all acquired or withdrawn land on the Central Valley Project for a period of time as determined by the Reclamation Area Manager of the South Central California Area Office.
- d. Termination of the easement granted herein shall not release the Grantee from any liability or obligation, including any liability or obligation with respect to any matter occurring prior to such termination, nor shall such termination release the Grantee from its obligation and liability to remove any improvements, alterations, and additions made by the Grantee and to restore the easement premises to a condition satisfactory to the United States.

#### 4. NOTICES.

- a. Unless expressly set forth elsewhere in this Contract and Grant of Easement, any notice, demand, or request required or authorized by this Contract and Grant of Easement to be given or made to or upon the United States and/or Reclamation shall be deemed properly given or made if delivered or mailed postage-prepaid, to the Area Manager, Bureau of Reclamation, 1243 "N" Street, Fresno CA 93721-1813.
- b. Any notice, demand, or request required or authorized by this Contract and Grant of Easement to be given or made to or upon the Grantee shall be deemed properly given or made if delivered or mailed postage-prepaid, to the Grantee, Contra Costa County, 255 Glacier Drive, Martinez, CA, 94553.

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- c. The designation of the person to or upon whom any notice, demand, or request is to be given or made, or the address of such person may be changed at any time by notice given in the same manner as provided in this Article for other notices.
- 5. RECLAMATION LAND USE STIPULATION. There is reserved from the rights herein granted, the prior rights of the United States acting through the Bureau of Reclamation, Department of the Interior, to construct, operate, and maintain public works now or hereafter authorized by the Congress of the United States without liability for severance or other damage to the Grantee's works; provided, however, that if such reserved rights are not identified in at least general terms in this Contract and Grant of Easement and exercised for works authorized by the Congress within ten (10) years following the date of this Contract and Grant of Easement, they will not be exercised unless the Grantee, or Grantee's successor in interest is notified of the need, and grants an extension or waiver. If no extension or waiver is granted, the Government will compensate, or institute mitigation measures for any resultant damages to works placed on said lands pursuant to the rights herein granted. Compensation shall be in the amount of the cost of reconstruction of the Grantee's works to accommodate the exercise of the Government's reserved rights. As alternatives to such compensation, the United States, at its option and at its own expense, may mitigate the damages by reconstructing the Grantee's works to accommodate the Government facilities, or may provide other adequate mitigation measures for any damage to the Grantee's property or right. The decision to compensate or mitigate is that of the appropriate Regional Director.
- 6. <u>UNRESTRICTED ACCESS</u>. The United States reserves the right of its officers, agents, and employees at all times to have unrestricted access and ingress to, passage over, and egress from all of said lands, to make investigations of all kinds, dig test pits and drill test holes, to survey for and construct reclamation and irrigation works and other structures incident to Federal Reclamation Projects, or for any purpose whatsoever. Reclamation will make every reasonable effort to keep damages to a minimum.
- 7. REMOVAL OF STRUCTURES. Upon termination or revocation of this Contract and Grant of Easement, if all charges or damage claims due Reclamation have been paid, the Grantee shall remove all structures, equipment, or other improvements made by it from the premises at no cost to the United States. Upon failure to remove any such improvements within sixty (60) day of termination or revocation, any remaining improvements shall, at the option of the United States, be removed or become the property of the United States. The Grantee shall pay all expenses of the United States, or its assigns, related to removal of such improvements.
- 8. <u>DISCOVERY OF CULTURAL RESOURCES</u>. Grantee shall immediately provide an oral notification to Reclamation's authorized official of the discovery of any and all antiquities or other objects of archaeological, cultural, historic, or scientific interest on Reclamation lands. The Grantee shall follow up with a written report of their finding(s) to Reclamation's authorized official within forty-eight (48) hours. Objects under consideration include, but are not limited to,

Central Valley Project Contra Costa County Contra Costa Canal System CVP-1729/14 Unit 55 Contract 07-LC-20-9539 Page 7 of 30

historic or prehistoric ruins, human remains, funerary objects, and artifacts discovered as a result of activities under this authorization. The Grantee shall immediately cease the activity in the area of the discovery, make a reasonable effort to protect such discovery, and wait for written approval from the authorized official before resuming the activity. Protective and mitigative measures specified by Reclamation's authorized official shall be the responsibility of the Grantee.

- 9. <u>HAZARDOUS MATERIALS.</u> During the term of this Contract and Grant of Easement, the Grantee and/or its contractors agree as follows:
- a. The Grantee may not allow contamination or pollution of Federal lands, waters or facilities and shall take reasonable precautions to prevent such contamination or pollution by third parties. Substances causing contamination or pollution shall include but are not limited to hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, misused pesticides, pesticide containers, or any other pollutants.
- b. The Grantee shall comply with all applicable Federal, State, and local laws and regulations, and Reclamation policies and directives and standards, existing or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored, or disposed of on or in Federal lands, waters or facilities.
- c. "Hazardous material" means any substance, pollutant, or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq., and the regulations promulgated pursuant to that Act.
- d. Upon discovery of any event which may or does result in contamination or pollution of Federal lands, waters or facilities, the Grantee shall initiate any necessary emergency measures to protect health, safety and the environment and shall report such discovery and full details of the actions taken to the Contracting Officer. Reporting may be within a reasonable time period. A reasonable time period shall mean within twenty-four (24) hours of the time of discovery if it is an emergency or by the first working day if it is a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.
- e. Violation of any of the provisions of this Article, as determined by the Contracting Officer, may constitute grounds for termination of this Contract and Grant of Easement. Such violations require immediate corrective action by the Grantee and shall make the Grantee liable for the cost of full and complete remediation and/or restoration of any Federal resources or facilities that are adversely affected as a result of the violation.

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- f. The Grantee agrees to include the provisions contained in paragraphs (a) through (e) of this Article in any subcontract or third party contract it may enter into pursuant to this Contract and Grant of Easement.
- g. Reclamation agrees to provide information necessary for the Grantee using reasonable diligence, to comply with the provisions of this Article.
- 10. <u>SUCCESSORS IN INTEREST OBLIGATED</u>. This Contract and Grant of Easement shall be binding upon and inure to the benefit of the successors and assigns of the Grantee; provided, however, except as otherwise herein written, that no assignment of the privileges, benefits, obligations or liabilities of the Grantee herein, whether by operation of law or otherwise, shall be valid without the prior written consent of the United States.
- 11. NO WARRANTY. The United States makes no warranty, expressed or implied, as to the extent or validity of the grant contained herein, or the condition at any time of the easement parcels, or any of the property of the United States thereon, or the suitability of the easement parcels for the purposes of the Grantee.
- 12. <u>INDEMNIFICATION AND HOLD HARMLESS</u>. The Grantee hereby agrees to indemnify and hold harmless the United States, the CCWD, and their respective employees, agents, and assigns from any loss or damage and from any liability on account of personal injury, death, property damage, or claims for personal injury, death, or property damage of any nature caused by any person, firm, or corporation arising out of the Grantee's activities under this Contract and Grant of Easement.
- 13. <u>COVENANT AGAINST CONTINGENT FEES.</u> The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this Contract and Grant of Easement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing businesses. For breach or violation of this warranty, the United States shall have the right to annul this Contract and Grant of Easement without liability, or at its discretion require the Grantee to pay the full amount of such commission, percentage, or brokerage or contingent fee to the United States.
- 14. <u>SEVERABILITY</u>. Each provision of this use authorization shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this use authorization shall be deemed or determined by competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or of the use authorization as a whole.

Central Valley Project Contra Costa County Contra Costa Canal System CVP-1729/14 Unit 55 Contract 07-LC-20-9539 Page 9 of 30

15. <u>OFFICIALS NOT TO BENEFIT</u>. No Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon.

IN WITNESS WHEREOF, the parties hereto have caused this Contract and Grant of Easement to be executed the day and year first above written.

UNITED STATES OF AMERICA
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APPROVED AS TO LEGAL	1
FORM AND SUFFICIENCY	
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5/OUL Take	<u> </u>
OFFICE OF REGIONAL SOLI	CITOR
CENTAL RESERVE INT	DRIOR

# ACKNOWLEDGMENT OF THE UNITED STATES OF AMERICA

STATE OF C	CALIFORNIA	
County of		
On	before me, _	, personally
		(here insert name and title of the officer)
appeared		
subscribed to in his/her/thei the person(s),	the within instr ir authorized cap or the entity up	s of satisfactory evidence to be the person(s) whose name(s) is/are ument and acknowledged to me that he/she/they executed the same pacity(ies), and that by his/her/their signature(s) on the instrument on behalf of which the person(s) acted, executed the instrument.  PERJURY under the laws of the State of California that the
	agraph is true ar	
WITNESS my	y hand and offic	ial seal.
		(Seal)

Central Valley Project Contra Costa County Contra Costa Canal System CVP-1729/14 Unit 55 Contract 07-LC-20-9539 Page 10 of 30

CONTRA COSTA WATER DISTRICT
By: Date: Walter J. Bishop
waiter J. Dishop
ACCEPTANCE OF GRANTEE
The foregoing conveyance is hereby accepted by Grantee. Grantee further agrees, by this acceptance, to the sufficiency of the conveyance and to comply with the terms and covenants of the within and foregoing Contract and Grant of Easement. Grantee further agrees by this acceptance to assume and be bound by all the obligations, conditions, covenants, and agreement therein contained.
CONTRA COSTA COUNTY,
A political subdivision of the State of California
D
By:
ACKNOWLEDGMENT OF CONTRA COSTA COUNTY
STATE OF CALIFORNIA County of
On hefore me. nersonally
On, personally, here insert name and title of the officer)
appeared,
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. Signature
(Seal)

**NOTED:** 

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## **EXHIBIT A**

# 8 Pages

**Legal Description of Areas 1-7** 

STORM DRAIN EASEMENT GRANTOR: CONTRA COSTA CANAL (U.S.A.) GRANTEE: CONTRA COSTA COUNTY

#### **EXHIBIT A**

#### DESCRIBED AREA 1

REAL PROPERTY situate in the unincorporated area of the County of Contra Costa, State of California, described as follows;

A portion of that parcel described in the Deed from Virginia Alves to the United States of America, recorded in Book 472 at page 116, Official Records of Contra Costa County, more particularly described as follows;

COMMENCING on the general southern line of the parcel described in said Deed (472 OR 116), at the southwesterly terminus of that line described as North 73°35'30" East, 82.30 feet (the bearing of said line being taken as North 74°34'44" East for the purpose of this description); thence along said southern line North 74<sup>0</sup>34'44" East 16.98 feet to the POINT OF BEGINNING; thence leaving said southern line North 24<sup>0</sup>42'29" East 173.93 feet to the beginning of a non-tangent curve concave to the east and having a radius of 85.00 feet, a radial line to said beginning bears North 86°22'16" West; thence Northerly 2.22 feet along the arc of said curve through a central angle of 1°29'46"; thence North 5°07'30" East 61.57 feet to the beginning of a curve concave to the West and having a radius of 35.00 feet; thence northerly 4.15 feet along the arc of said curve through a central angle of 6°47'18"; thence North 1°39'48" West 72.79 feet to the beginning of a curve concave to the Southwest and having a radius of 35.00 feet; thence Northwesterly 21.60 feet along the arc of said curve through a central angle of 35°21'31" to the beginning of a reverse curve concave to the Northeast and having a radius of 60.00 feet, radial line to said beginning of reverse curve bears South 52058'41" West; thence Northwesterly and Northerly 39.60 feet along the arc of said curve through a central angle of 37°49'04" to the general northern line of said Deed (472 OR 116); thence easterly along said general northern line South 89°12'15" East 20.00 feet to the beginning of a non-tangent curve concave to the northeast and having a radius of 40.00 fect, a radial line to said beginning bears North 52058'41" East; thence leaving said general northern line southerly and southeasterly 26.40 feet along the arc of said curve through a central angle of 37°49'04" to the beginning of a reverse curve concave to the Southwest and having a radius of 55.00 feet, a radial bearing to said beginning of reverse curve bears North 52058'41" East; thence Southeasterly and Southerly 33.94 feet along the arc of said curve through a central angle of 35°21'31"; thence South 1°39'48" East 72.79 feet to the beginning of curve concave to the East and having a radius of 55.00 feet; thence southerly 6.52 feet along the arc of said curve through a central angle of 6047'18"; thence South 5007'30" West 61.57 feet to the beginning of a curve concave to the east and having a radius of 65.00 feet; thence southerly 5.18 feet along the arc of said curve through a central angle of 4033'52"; thence on a non-tangent line South 24<sup>0</sup>42'29" West 161.05 feet, more or less, to said general southern line; thence southwesterly along said general southern line South 74°34'44" West 26.16 feet to the POINT OF BEGINNING.

Containing 7,433 square feet (0.171 acres), more or less.

Attached here to is a plat, that by this reference is made a part hereof.

Charles F. Sellman, PLS L.S. 5186

Exp. 6/30/07

<u>03-05-07</u> Date



ACCESS EASEMENT GRANTOR: CONTRA COSTA CANAL (U.S.A.) GRANTEE: CONTRA COSTA COUNTY

#### **EXHIBIT A**

#### **DESCRIBED AREA 2**

REAL PROPERTY situate in the unincorporated area of the County of Contra Costa, State of California, described as follows;

A portion of that parcel described in the Deed from Virginia Alves to the United States of America, recorded in Book 472 at page 116, Official Records of Contra Costa County, more particularly described as follows;

COMMENCING at the northern terminus of the eastern line of the parcel described in said Deed (472 or 116), (the bearing of said line, also being the eastern line of Section 15, Township 2 North, Range 1 West, Mount Diablo Base and Meridian, being taken as South 00°48'14" West for the purpose of this description); thence along said eastern line South 00°48'14" West, 44.22' feet to the POINT OF BEGINNING; thence continuing South 00<sup>0</sup>48'14" West 12.18 feet to the beginning of a non-tangent curve concave to the north and having a radius of 165.00 feet, a radial line to said beginning bears South 8<sup>0</sup>43'58" East; thence westerly and northwesterly 75.16 feet along the arc of said curve through a central angle of 26°05'58"; thence North 72°38'00" West 224.86 feet; thence North 71°20'50" West 169.84 feet; thence North 72°03'30" West 221.73 feet; thence North 70<sup>0</sup>42'17" West 248.06 feet; thence North 72<sup>0</sup>17'16" West 459.77 fcet; thence North 74<sup>0</sup>32'04" West 130.96 feet to the beginning of a curve concave to the northeast and having a radius of 85.00 feet; thence westerly, northwesterly, and northerly 118.18 feet along the arc of said curve through a central angle of 79°39'35"; thence North 5<sup>0</sup>07'30" East 61.57 feet to the beginning of a curve concave to the west and having a radius of 35.00 feet; thence northerly 4.15 feet along the arc of said curve through a central angle of 6<sup>0</sup>47'18"; thence North 1<sup>0</sup>39'48" West 72.79 feet to the beginning of a curve concave to the southwest and having a radius of 35.00 feet; thence northwesterly 21.60 feet along the arc of said curve through central angle of 35<sup>0</sup>21'31" to the beginning of a reverse curve concave to the Northeast and having a radius of 60.00 feet, a radial line to said beginning of reverse curve bears South 52°58'41" West; thence Northwesterly and Northerly 39.60 feet along the arc of said curve through a central angle of 37049'04" to the general northern line of said parcel; thence easterly along said general northern line South 89°12'15" East 20.00 feet to the beginning of a non-tangent curve concave to the northeast and having a radius of 40.00 feet, a radial line to said beginning bears North 89<sup>0</sup>12'15" West; thence leaving said general northern line southerly and southeasterly 26.40 feet along the arc of said curve through a central angle of 37049'04" to the beginning of a reverse curve concave to the Southwest and having a radius of 55.00 feet. a radial bearing to said beginning of reverse curve hears North 52°58'41" East; thence Southeasterly and Southerly 33.94 feet along the arc of said curve through a central angle of 35°21'31"; thence South 1°39'48" East 72.79 feet to the beginning of curve concave to the West and having a radius of 55.00 feet; thence southerly 6.52 feet along the arc of

ACCESS EASEMENT GRANTOR: CONTRA COSTA CANAL (U.S.A.) GRANTEE: CONTRA COSTA COUNTY

said curve through a central angle of 6°47'18"; thence South 5°07'30" West 61.57 feet to the beginning of a curve concave to the east and having a radius of 65.00 feet; thence southerly, southeasterly, and easterly 90.37 feet along the arc of said curve through a central angle of 79°39'35"; thence on a non-tangent line South 15°27'56" West 6.00 feet; thence South 74°32'04" East 131.23 feet; thence South 72°17'16" East 379.41 feet to the beginning of a curve concave to the northwest and having a radius of 40.00 feet; thence southeasterly, easterly, and northeasterly 65.21 feet along the arc of said curve through a central angle of 93°24'44"; thence North 14°18'00" East 15.65 feet, more or less, to the general northern line of said Deed (472 OR 116); thence southeasterly along said northern line South 72°17'16" East 20.04 feet; thence leaving said northern line South 14<sup>0</sup>18'00" West 22.95 feet to the beginning of a curve concave to the northeast and having a radius of 40.00 feet; thence southwesterly, southerly, and southeasterly 59.34 fect along the arc of said curve through central angle of 85000'17"; thence South 70°42'17" East 229.65 feet; thence South 72°03'30" East 221.67 feet; thence South 71°20'50" East 169.78 feet; thence South 72°38'00" East 224.73 feet to the beginning of a curve concave to the north and having a radius of 153.00 feet; thence southeasterly and easterly 71.71 feet along the arc of said curve through central angle of 26051'19" to the POINT OF BEGINNING.

> No. 5186 Exp. 06-30-07

Containing 27,427 square feet (0.63 acres), more or less.

Attached hereto is a plat, that by this reference is made a part hereof.

Charles F. Sellman, PLS

L.S. 5186 Exp. 6/30/07

<u>03-05-07</u> Date

STORM DRAIN EASEMENT GRANTOR: CONTRA COSTA CANAL (U.S.A.) GRANTEE: CONTRA COSTA COUNTY

#### **EXHIBIT A**

#### **DESCRIBED AREA 3**

REAL PROPERTY situate in the unincorporated area of the County of Contra Costa, State of California, described as follows;

A portion of that parcel described in the Deed from Virginia Alves to the United States of America, recorded in Book 472 at page 116, Official Records of Contra Costa County, more particularly described as follows;

COMMENCING on the general southern line of the parcel described in said Deed, at the southeasterly terminus of that line described as North 73°10' West, 1601.2 feet (the bearing of said line being taken as North 72°17'16" West for the purpose of this description); thence along said general southern line North 72°17'16" West, 35.99 feet to the POINT OF BEGINNING; thence continuing along said general southern line North 72°17'16" West, 20.03 feet; thence leaving said general southern line North 20°47'32" East, 127.86 feet to the general western line of the parcel of land as described in the Indenture, dated December 24, 1929 in Book 235 at page 221, Official Records of Contra Costa County and the beginning of a non-tangent curve concave to the northeast and having a radius of 380.50 feet, a radial line to said beginning bears South 70°17'49" West; thence southeasterly 25.89 feet along the arc of said curve through a central angle of 3°53'55" to the eastern line of said parcel, said eastern line also being the eastern line of Section 15, Township 2 North, Range 1 West, Mount Diablo Base and Meridian; thence along said eastern line South 00°48'14" West, 7.40 feet; thence leaving said eastern line South 20°47'32" West, 100.73 feet to the POINT OF BEGINNING.

Containing 2,319 square feet, more or less.

Charles F. Sellman, PLS

L.S. 5186 Exp. 6/30/07

No. 5186

Exp. 06-30-0

Date

STORM DRAIN EASEMENT GRANTOR: CONTRA COSTA CANAL (U.S.A.) GRANTEE: CONTRA COSTA COUNTY

#### **EXHIBIT A**

#### **DESCRIBED AREA 4**

REAL PROPERTY situate in the unincorporated area of the County of Contra Costa, State of California, described as follows;

A portion of that parcel described as Parcel 4 in the document "Judgment On the Declaration of Taking", recorded December 29, 1938 in Book 487 at page 214, Official Records of Contra Costa County, more particularly described as follows;

COMMENCING at the northern terminus of the western line of the parcel described in said document (the bearing of said line, also being the eastern line of Section 15, Township 2 North, Range 1 West, Mount Diablo Base and Meridian, being taken as South 00°48'14" West for the purpose of this description); thence southerly along the western line of said parcel South 00°48'14" East, 33.66 feet to the POINT OF BEGINNING; thence continuing South 00°48'14" East, 7.40 feet; thence leaving said western line North 20°47'32" East, 4.40 feet to to the general western line of Parcel 1 as described in the document "In the Matter of Deed for Road Purposes", dated July 21, 1930 in Book 248 at page 137, Official Records of Contra Costa County and the beginning of a non-tangent curve concave to the northeast and having a radius of 380.50 feet, a radial line to said beginning bears South 65°51'22" West; thence northwesterly 3.60 feet along the arc of said curve through a central angle of 0°32'32" to the POINT OF BEGINNING.

Exp. 06-30-03

Containing 6 square feet, more or less.

Charles F. Sellman, PLS

L.S. 5186 Exp. 6/30/07

No. 5186 Date

ACCESS EASEMENT GRANTOR: CONTRA COSTA CANAL (U.S.A.) GRANTEE: CONTRA COSTA COUNTY

#### **EXHIBIT A**

#### **DESCRIBED AREA 5**

REAL PROPERTY situate in the unincorporated area of the County of Contra Costa, State of California, described as follows;

A portion of that parcel described as Parcel 4 in the document "Judgment On the Declaration of Taking", recorded December 29, 1938 in Book 487 at page 214, Official Records of Contra Costa County, more particularly described as follows;

COMMENCING at the northern terminus of the western line of the parcel described in said document (the bearing of said line, also being the eastern line of Section 15. Township 2 North, Range 1 West, Mount Diablo Base and Meridian, being taken as South 00°48'14" West for the purpose of this description); thence along said western line of said parcel South 00°48'14" West, 44.22 feet to the POINT OF BEGINNING and the beginning of a non-tangent curve concave to the northwest and having a radius of 153.00 feet, radial line to said beginning bears South 9029'19" East; thence northeasterly 4.64 feet along the arc of said curve through central angle of 1°44'12" to the general western line of Parcel 1 as described in the document "In the Matter of Deed for Road Purposes", dated July 21, 1930 in Book 248 at page 137, Official Records of Contra Costa County and the beginning of a non-tangent curve concave to the northeast and having a radius of 380.50 feet, a radial line to said beginning bears South 64047'23" West; thence southeasterly 12.39 feet along the arc of said curve through a central angle of 1°51'55" to the beginning of a non-tangent curve concave to the northwest and having a radius of 165.00 feet, a radial line to said beginning bears South 12019'57" East; thence 10.37 feet along the arc of said curve through a central angle of 3<sup>0</sup>35'59" to the western line of said Parcel 4; thence northerly along a non-tangent line and said westerly line North 00<sup>0</sup>48'14" East 12.18 feet to the **POINT OF BEGINNING.** 

No. 5186

Containing 90 square feet, more or less.

Attached hereto is a plat, that by this reference is made a part hereof.

Charles F. Sellman, PLS

L.S. 5186 Exp. 6/30/07

OS Date

ACCESS EASEMENT
GRANTOR: CONTRA COSTA CANAL (U.S.A)
GRANTEE: CONTRA COSTA COUNTY

#### **EXHIBIT A**

#### **DESCRIBED AREA 6**

REAL PROPERTY situate in the unincorporated area of the County of Contra Costa, State of California, described as follows;

A portion of that parcel described in the Deed from Virginia Alves to the United States of America, recorded in Book 472 at page 116, Official Records of Contra Costa County, more particularly described as follows;

COMMENCING at the northern terminus of the eastern line of the parcel described in said Deed (the bearing of said line, also being the eastern line of Section 15, Township 2 North, Range 1 West, Mount Diablo Base and Meridian, being taken as South 00°48'14" West for the purpose of this description); thence along said eastern line South 00°48'14" West, 110.39 feet to the **POINT OF BEGINNING**; thence continuing along said line South 00°48'14" West, 20.34 feet; thence leaving said line South 80°17'52" West, 32.12 feet to the general southern line of the parcel described in said Deed; thence along said line North 72°17'16" West, 43.44 feet, thence leaving said line North 80°17'52" East, 74.39 feet to the **POINT OF BEGINNING**.

No. 5186

Exp. 06-30-07

Containing 1,065 square feet (0.02 acres), more or less.

Charles F. Sellman, PLS

L.S. 5186 Exp. 6/30/07

Date

ACCESS EASEMENT GRANTOR: CONTRA COSTA CANAL (U.S.A.) GRANTEE: CONTRA COSTA COUNTY

#### **EXHIBIT A**

**DESCRIBED AREA 7** 

REAL PROPERTY situate in the unincorporated area of the County of Contra Costa, State of California, described as follows;

A portion of that parcel described as Parcel 4 in the document "Judgment On the Declaration of Taking", recorded December 29, 1938 in Book 487 at page 214, Official Records of Contra Costa County, more particularly described as follows;

COMMENCING at the northern terminus of the western line of Parcel 4 described in said document (the bearing of said line, also being the eastern line of Section 15, Township 2 North, Range I West, Mount Diablo Base and Meridian, being taken as South 00°48'14" West for the purpose of this description); thence along said western line South 00°48'14" West, 110.39 feet to the POINT OF BEGINNING; thence leaving said line North 80°17'52" East, 41.38 feet to the general western line of Parcel I as described in the document "In the Matter of Deed for Road Purposes", dated July 21, 1930 in Book 248 at page 137, Official Records of Contra Costa County and the beginning of a nontangent curve concave to the northeast and having a radius of 380.50 feet, a radial line to said beginning bears South 54°17'24" West; thence southeasterly 30.81 feet along the arc of said curve through a central angle of 4°38'21" to a point of cusp with a curve concave to the southwest and having a radius of 50.00 feet; thence northwesterly and westerly 27.00 feet along the arc of said curve through a central angle of 30°56'13"; thence South 80°17'52" West, 34.00 feet to said western line of Parcel 4; thence North 00°48'14" East, 20.34 feet to the POINT OF BEGINNING.

Containing 1,012 square feet (0.0232 acres), more or less.

Charles F. Sellman, PLS

L.S. 5186 Exp. 6/30/07

No. 5186 Exp. 06-30-07

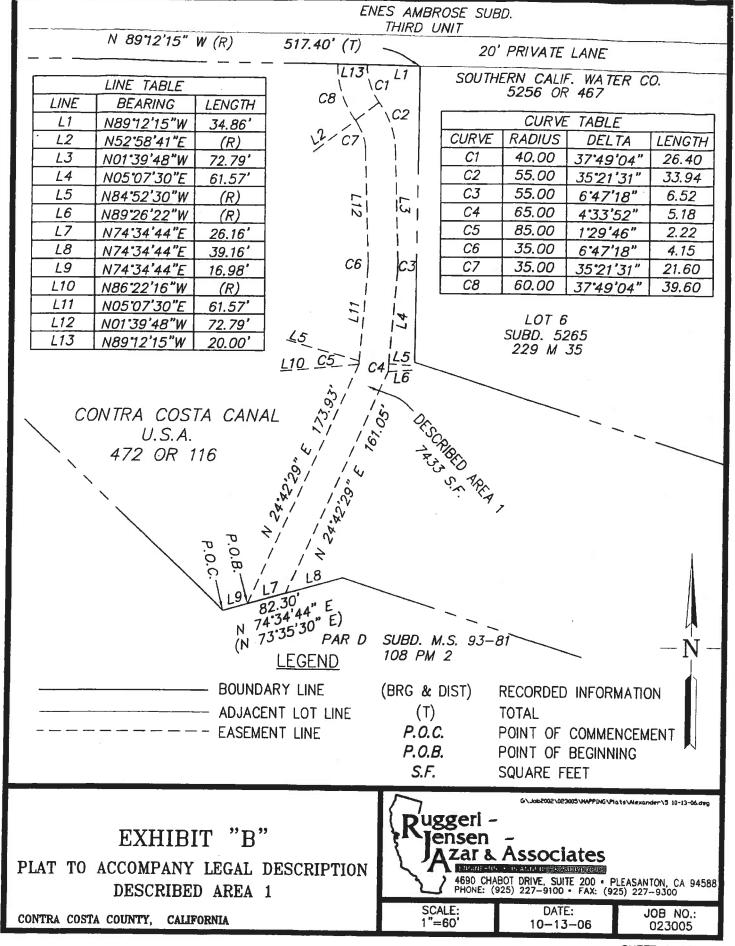
Date

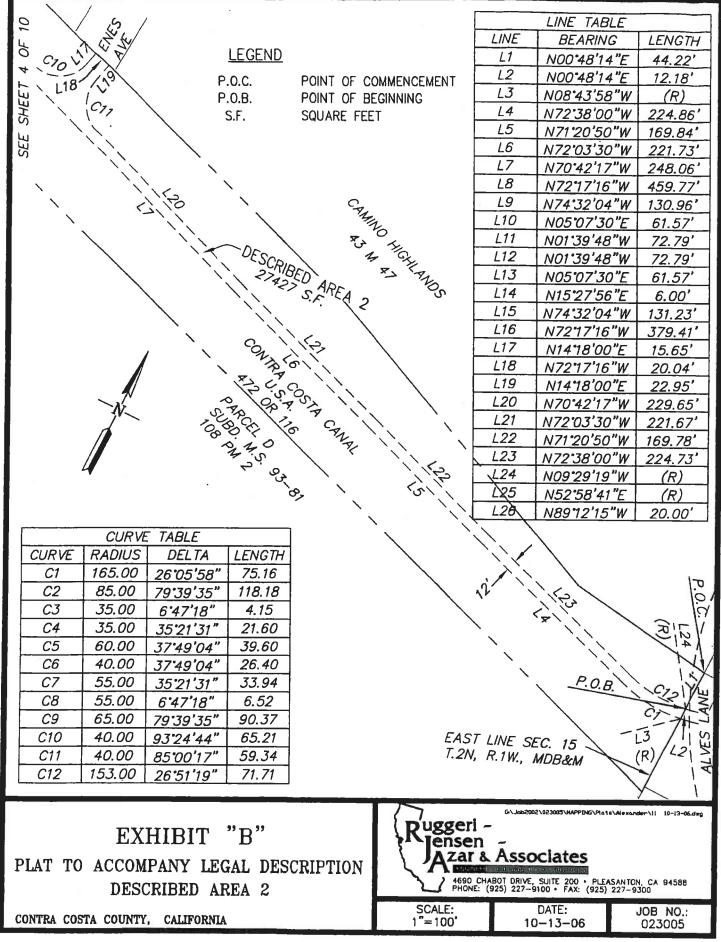
Central Valley Project Contra Costa County Contra Costa Canal System CVP-1729/14 Unit 55 Contract 07-LC-20-9539 Page 20 of 30

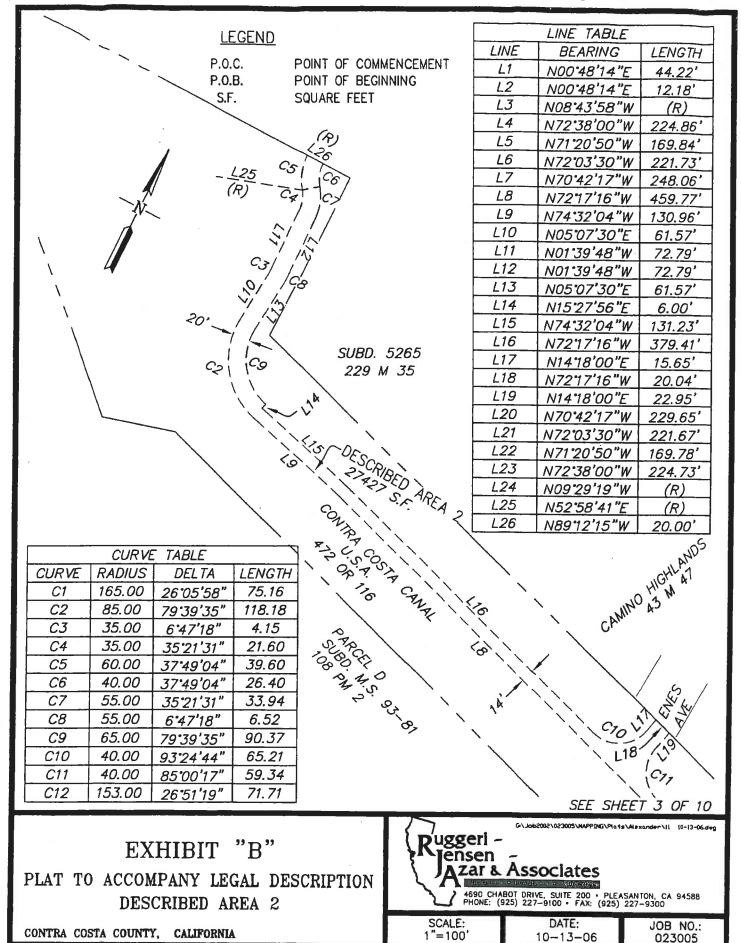
### **EXHIBIT B**

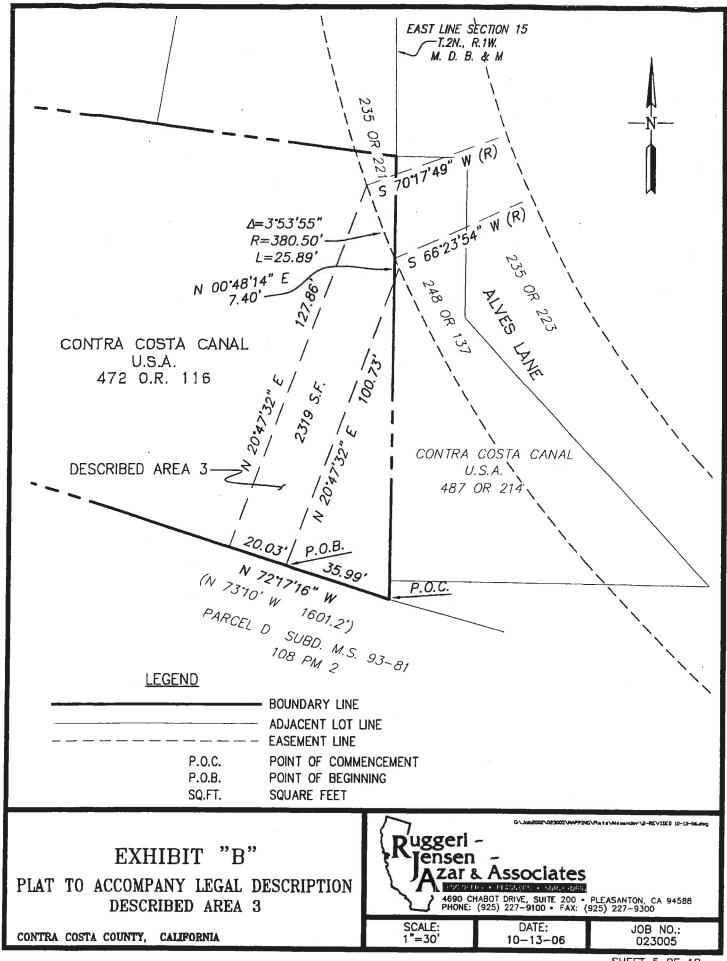
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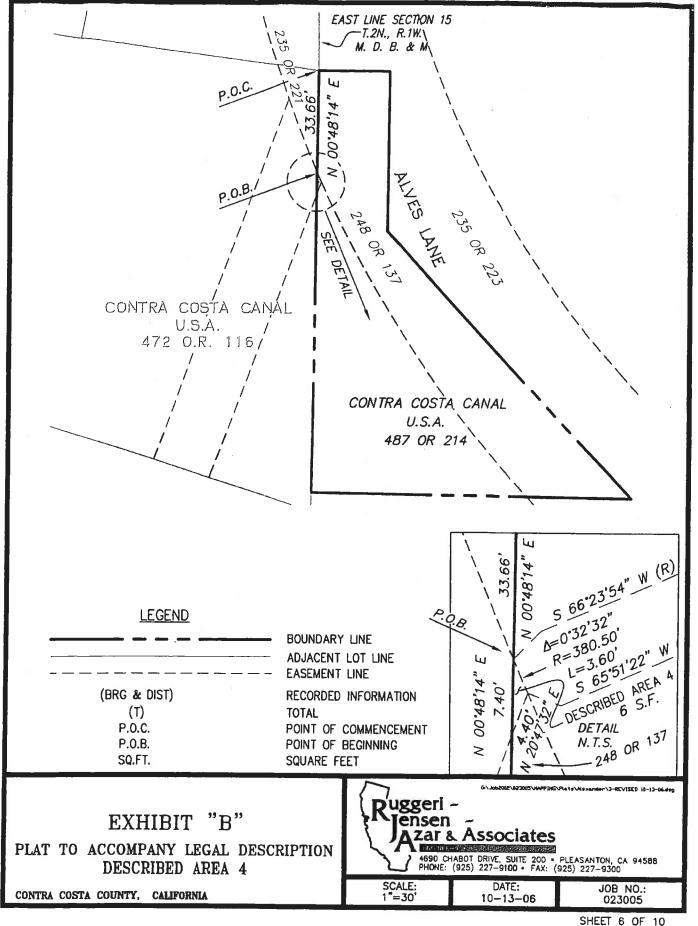
**Maps of Areas 1-7** 

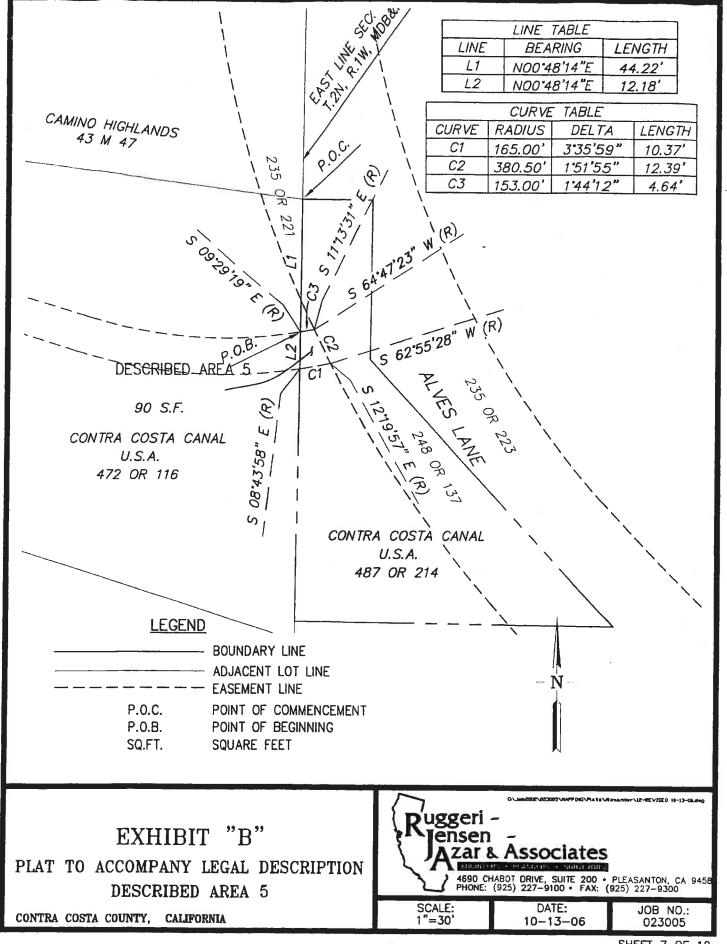


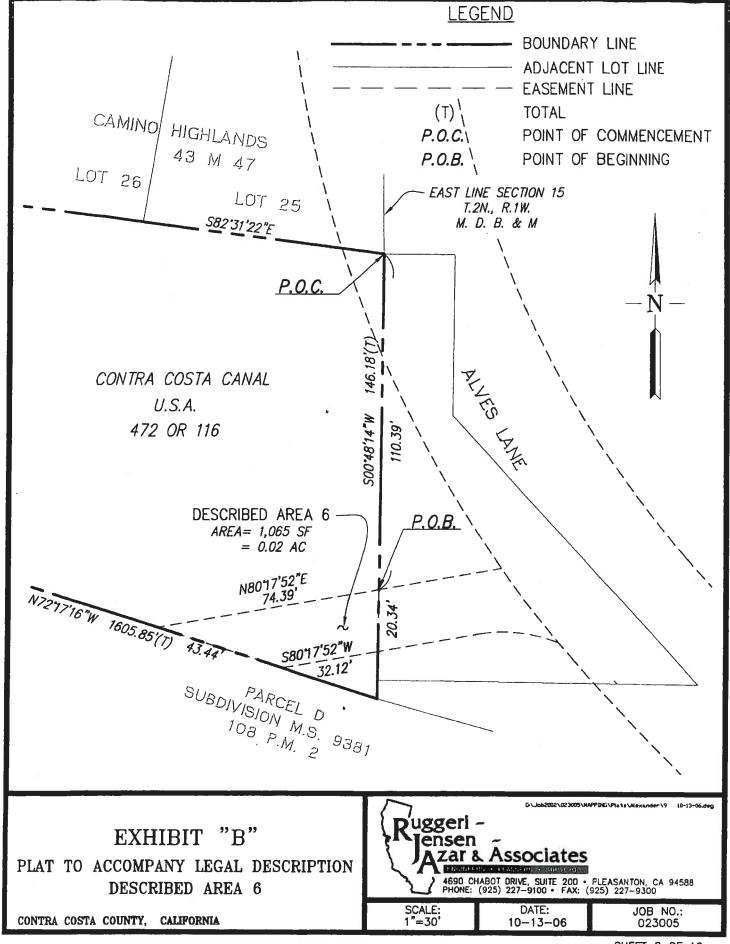


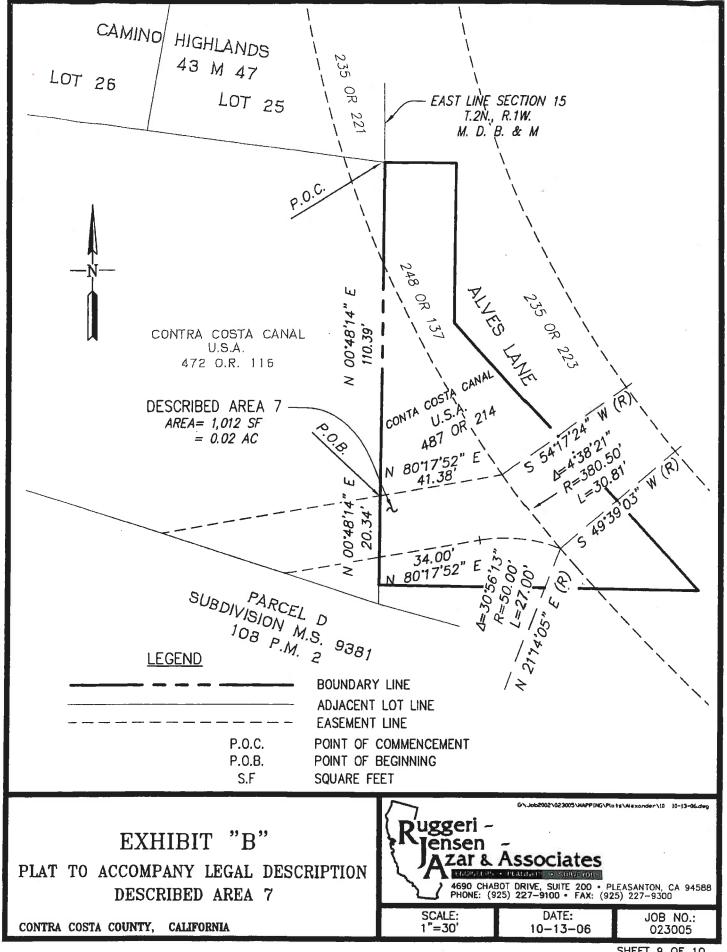












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## **EXHIBIT B-1**

Map
Showing
All
Areas

