

_____, California

_____, 2009

District	County	Route	Post Mile	Parcel #
4	CC	4	25.2-26.6	61124

RIGHT OF WAY CONTRACT - STATE HIGHWAY

This Document No. 61124 in the form of a Temporary Construction Easement covering the property particularly described in the attached Appendix "A" has been executed and delivered to Olivia D. Reynolds, Senior Real Property Agent for Contra Costa County.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement, except as otherwise described herein.
2. Within thirty (30) days of the execution of this agreement by the County, but in no event later than January 30, 2010, the County shall pay the undersigned Grantor the sum of Forty-Two Thousand One Hundred Ten Dollars (\$42,110.00) for the temporary construction easement as conveyed by the above document. The temporary construction easement is subject to Grantor's underlying fee title and:
 - (1) Covenants, conditions, restrictions and reservations of record, if any.
 - (2) Easements or rights of way of record over said property.
3. The undersigned grantor(s) hereby agree(s) and consent(s) to the dismissal of any eminent domain action in the Superior Court wherein the herein described land is included and also waive(s) any and all claims to any money that may now be on deposit in said action.
4. It is agreed and confirmed by the parties hereto that the right of possession and use of the subject property pursuant to the temporary construction easement described herein, including the right to remove and dispose of improvements thereon, shall commence sixty (60) days after written notice is provided to Grantor, but no earlier than June 1, 2010 and shall expire six (6) months after the commencement of such easement, but in no event later than October 31, 2013. The amount shown in Clause 2(a) herein includes full payment for such possession and use, including severance damages, if any, to the remainder of the Grantor's property.

RIGHT OF WAY CONTRACT -- STATE HIGHWAY

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- 5. County shall indemnify and hold Grantor harmless from any liability arising out of the acts or omissions of the County, its assignees, employees, contractors, engineers, agents, or others authorized by the County to work in the easement (collectively referred to as "Permitted County Users"), in using the easement, including damages to Grantor's adjacent property or improvements proximately caused by the operations, construction or related acts or omissions of the Permitted County Users. If Grantor's adjacent property or improvements are damaged by a Permitted County User then, at County's discretion, County will either repair the damage at County's expense, or pay the Grantor the cost of repairing the damage.

CONTRA COSTA COUNTY
Recommended for approval:

By: *Olivia D. Reynolds*
Olivia D. Reynolds
Senior Real Property Agent

By: *Karen A. Laws*
Karen A. Laws
Principal Real Property Agent

FEASIBLE PROPERTIES, BUCHANAN, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY

By: *Lawrence S. Cahn*
Name: Lawrence S. Cahn
Title: Managing Member

By: _____
Name:
Title:

Date: 11/30/09
(Date signed by Grantor)

APPROVED:

By: _____
Julia R. Bueren
Public Works Director

Date: _____
(Date of Approval)

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

ODR:sr
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11/30/09

CC-4
EA: 228512
PARCEL 61124

APPENDIX "A"

LAND DESCRIPTIONS OF ONE (1) PARCEL OF LAND IN THE CITY OF ANTIOCH, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, BEING A PORTION OF THAT PARCEL OF LAND AS DESCRIBED IN THE GRANT DEED TO FEASIBLE PROPERTIES, BUCHANAN, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, RECORDED FEBRUARY 17, 2005 AS DOCUMENT NUMBER 2005-0054853, OFFICIAL RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

Parcel 1 (61124-1) TEMPORARY CONSTRUCTION EASEMENT EXPIRES 10-31-2013

A TEMPORARY EASEMENT TO TERMINATE OCTOBER 31, 2013 FOR CONSTRUCTION PURPOSES AND INCIDENTS THERETO, UPON AND ACROSS A PARCEL OF LAND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LANDS OF FEASIBLE PROPERTIES, BUCHANAN, LLC;

1. THENCE SOUTH 69°31'26" EAST 457.18 FEET ALONG THE NORTHERLY LINE OF SAID LANDS TO THE WESTERLY LINE OF LOT 132, AS SAID LOT IS SHOWN ON THE MAP ENTITLED "SUBDIVISION 3708" FILED ON JANUARY 26, 1968 IN BOOK 118 OF MAPS AT PAGE 44, OFFICIAL RECORDS OF SAID COUNTY;
2. THENCE SOUTH 04°19'20" WEST 5.21 FEET ALONG SAID WESTERLY LINE;
3. THENCE LEAVING LAST SAID LINE, NORTH 69°31'26" WEST 176.55 FEET;
4. THENCE NORTH 20°28'34" EAST 2.19 FEET;
5. THENCE NORTH 69°51'44" WEST 73.58 FEET;
6. THENCE SOUTH 20°04'12" WEST 0.76 FEET;
7. THENCE NORTH 69°31'26" WEST 97.93 FEET;
8. THENCE SOUTH 12°22'05" WEST 6.08 FEET;
9. THENCE NORTH 69°31'26" WEST 68.19 FEET TO THE EASTERLY LINE OF SAN JOSE DRIVE (64 FEET WIDE) AS SAID DRIVE IS SHOWN ON THE MAP ENTITLED "SUBDIVISION 4044" FILED ON FEBRUARY 18, 1971 IN BOOK 135 AT PAGE 20, OFFICIAL RECORDS OF SAID COUNTY, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 331.98 FEET (A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS NORTH 37°19'51" EAST);
10. THENCE WESTERLY 44.41 FEET ALONG SAID CURVE AND SAID EASTERLY LINE THROUGH A CENTRAL ANGLE OF 07°39'54" TO THE POINT OF BEGINNING.

CONTAINING 2,364 SQUARE FEET (0.054 ACRES), MORE OR LESS.

A PLAT MAP IS ATTACHED HERETO AND MADE A PART HEREOF

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON CALIFORNIA COORDINATE SYSTEM 1983, ZONE 3, CA-HPGN EPOCH 2000.86, MULTIPLY DISTANCES SHOWN ABOVE BY 1.00005924 TO OBTAIN GROUND LEVEL DISTANCES.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT:

DSS
 DAN S. SCOTT III, PLS 7840 DATE Sept. 3, 2009
 LICENSE EXPIRES: 12/31/2010



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