

RIGHT OF WAY CONTRACT -- STATE HIGHWAY

_____, California

_____, 2010

District	County	Route	Post Mile	Parcel Number
4	CC	4	118 to 119	61108-1

Document No. 61108-1, in the form of a Grant Deed, covering the property particularly described in the above instrument has been executed and delivered to Cheryl R. Sousa, Right of Way Agent for Contra Costa County.

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

1. (A) 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.
- (B) Grantee requires said property described in Document No. 61108-1, for State highway purposes, a public use for which Grantee has the authority to exercise the power of eminent domain. Grantor is compelled to sell, and Grantee is compelled to acquire the property.
2. The County shall:
 - (A) Pay the undersigned grantor the sum of \$7,805 (SEVEN THOUSAND EIGHT HUNDRED FIVE AND 00/00) for the property or interest conveyed by above document(s) when title to said property vests in the County free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except:
 - a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
 - b. All encumbrances of record, or contained in the above-referenced document except mortgages.
 - c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
 - d. Other approved exceptions, if any.

- (B) Pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by the County, the premium charged therefor.
 - (C) Have the authority to deduct and pay from the amount shown in Clause 2(A) above, any amount necessary to satisfy any delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent assessments which have become a lien at the close of escrow.
3. Any or all moneys due and payable on notes secured by mortgages or deeds of trust, if any, in accordance with the terms and conditions of said trust deeds or mortgages shall, upon demand(s), be made payable to the mortgagee(s) or beneficiaries entitled thereunder; said mortgagee(s) or beneficiaries to furnish grantor with good and sufficient receipt showing said moneys credited against the indebtedness secured by said mortgages or deeds of trust.
4. The Grantor shall retain possession of the property conveyed up to and including the date of recording of the deed conveying title to County upon compliance by the Grantor with the conditions of this contract.
5. By this Agreement, County and Grantor establish an escrow (Escrow) with North American Title, 645 San Ramon Valley Blvd., Danville, CA 94526; their Escrow No. 54705-957266-09 (Title Company). If for any reason, the named Title Company is unable to handle this transaction through the Close of Escrow, the County's Real Property Agent assigned to oversee this property acquisition will select an alternate title company to handle the transaction, and notify Grantor in writing of the identity and address of the successor title company and the new escrow number. Thereafter, the successor company will be the Title Company for purposes of this Agreement.

Grantor hereby authorizes County to prepare escrow instructions and file escrow instructions with said Title Company, on behalf of Grantor, in accordance with this Agreement. This includes authorization of the Title Company to withhold pro rata taxes, liens, and assessments on the property conveyed.

- (A) On or before the Close of Escrow, Grantor will deliver to County or into Escrow with said Title Company the following documents:
 - a. The Grant Deed, in recordable form and properly executed on behalf of Grantor, conveying to County the property in fee simple absolute, subject only to those matters referred to in 2(A) of this Agreement.
 - (B) Prior to the Close of Escrow, County will deposit the Purchase Price into escrow with said Title Company.
-

6. Escrow shall close upon the conveyance of the property to the County (Close of Escrow). On the closing date, the Title Company shall close Escrow as follows:
- (A) Record the Grant Deed, marked for return to the County care of Cheryl R. Sousa, Real Property Agent for the County (which shall be deemed delivered to the County);
 - (B) Prorate taxes, assessments, rents and other charges as provided by this Agreement;
 - (C) Disburse to the Grantor the Purchase Price, less prorated amounts and charges to be paid by or on behalf of Grantor;
 - (D) Prepare and deliver to the County and to the Grantor one signed copy of the Title Company's closing statement showing all receipts and disbursements of the Escrow.
 - (E) Issue the Title Policy, if requested to do so by the County;

If the Title Company is unable to simultaneously perform all of the instructions set forth above, the Title Company shall notify the Grantor and the County and retain all funds and documents pending receipt of further instructions from the County.

7. Grantor warrants that there are no oral or written leases on all or any portion of the property that will not be terminated as to the property conveyed and the Grantor further agrees to hold the County harmless and reimburse the County for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of grantor for a period exceeding one month.
8. The Parties hereby agree and consent to the dismissal of any eminent domain action in the Superior Court wherein the herein described land is included and Grantor also waives any and all claims to any money that may now be on deposit in said action.

The acquisition price of the property being acquired in this transaction reflects the fair-market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste which requires mitigation under Federal or State law, the County may elect to recover its clean-up costs from those who caused or contributed to the contamination.

9. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the County, including the right to remove and dispose of improvements, shall commence on May 1, 2010 and that the amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, and interest from said date.
-

RIGHT OF WAY CONTRACT -- STATE HIGHWAY

In Witness Whereof, the Parties have executed this agreement the day and year first above written.

CONTRA COSTA COUNTY
Recommended to the
Board of Supervisors for Approval:

GRANTOR

KC PROPCO, LLC
a Delaware limited liability company

By *Cheryl R. Sousa*
Cheryl R. Sousa
Real Property Agent

By: *Wayne Pipes*
Name: Wayne Pipes
Its: Vice President, Facilities and Development

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

Date: 3-25-10, 2010

APPROVED:

APPROVED BY LEGAL DEPARTMENT
DATE: 3/25/10
SIGNATURE: *[Signature]*

By _____
Julia R. Bueren
Public Works Director

Date: _____
(Date of Approval)

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 THAT PARCEL OF LAND DESCRIBED IN THE GRANT DEED TO KC PROPCO, LLC, A DELAWARE LIMITED LIABILITY COMPANY, RECORDED JULY 7, 2003 UNDER DOCUMENT NUMBER 2003-0319979, OFFICIAL RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL 1 (61108-1) FEE PARCEL

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LANDS OF KC PROPCO, SAID POINT BEING COINCIDENT WITH THE NORTHERLY LINE OF THE LANDS OF THE STATE OF CALIFORNIA DESCRIBED IN THE GRANT DEED RECORDED SEPTEMBER 12, 1952 IN BOOK 1989 AT PAGE 579 OFFICIAL RECORDS OF SAID COUNTY;

1. THENCE NORTH 20°01'11" EAST 3.92 FEET ALONG THE WESTERLY LINE OF SAID LANDS OF KC PROPCO;
2. THENCE LEAVING SAID WESTERLY LINE, SOUTH 69°39'51" EAST 128.09 FEET TO THE EASTERLY LINE OF SAID LANDS OF KC PROPCO;
3. THENCE SOUTH 29°42'49" WEST 3.30 FEET ALONG LAST SAID LINE TO SAID NORTHERLY LINE;
4. THENCE NORTH 69°57'52" WEST 127.53 FEET ALONG LAST SAID LINE TO THE **POINT OF BEGINNING**;


CONTAINING 459 SQUARE FEET (0.011 ACRES), MORE OR LESS.

THIS CONVEYANCE IS MADE FOR THE PURPOSE OF A FREEWAY AND THE GRANTOR HEREBY RELEASES AND RELINQUISHES TO THE GRANTEE ANY AND ALL ABUTTER'S RIGHTS, INCLUDING ACCESS RIGHTS, APPURTENANT TO GRANTOR'S REMAINING PROPERTY, IN AND TO SAID FREEWAY.

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:

 MARCH 17, 2010

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



Coordinates, bearings and distances are based on the California Coordinate System of 1983, Zone 3, CA-HF0N, Epoch 2000.86. Distances are U.S. Survey Feet unless otherwise noted. Distances and stationing are grid distances. Multiply distances by 1.00005524 to obtain ground level distances.

GRAPHIC SCALE



PARCEL 1
114 PM 20
APN 074-370-027

N20° 01' 11" E
3.92'

P.O.B.

S69° 39' 51" E 128.09'
N69° 57' 52" W 127.53'

(61108-I)
FEE PARCEL
459 SQ.FT.

CITY OF ANTIOCH

(61108)

KC PROPCO, LLC
2003-0319979
APN 074-370-028-8

PARCEL 2
114 PM 20
APN 074-370-028

84' DRAINAGE ESMT
195 M I5

S29° 42' 49" W
3.30'

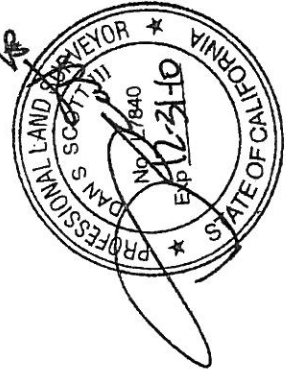
STATE ROUTE 4

1989 OR 579

H-X10417.3

LEGEND

- ||||| = ACCESS CONTROLLED
- = DIMENSION POINT
- [Hatched Box] = AREA TO BE CONVEYED
- (XXXXX) = STATE PARCEL NUMBER
- P.O.B. = POINT OF BEGINNING



PLAT TO ACCOMPANY DESCRIPTION

PARTIAL FEE TAKE OF THE LANDS OF KC PROPCO, LLC
TO BE CONVEYED TO THE STATE OF CALIFORNIA,
PARCEL NO. 61108-1

CITY OF ANTIOCH COUNTY OF CONTRA COSTA CALIFORNIA



GEOMATICS TRANSPORTATION SERVICES, INC
RIGHT-OF-WAY- LAND SURVEYING-MAPPING
6690 AMADOR PLAZA ROAD, SUITE 101, DUBLIN CA 94568
(925) 556-1776 FAX (925) 833-9443

DATE: MARCH 17, 2010 SCALE: 1"=40' JOB NO: G1-0602-12

SHEET 1 OF 1

RIGHT OF WAY CONTRACT -- STATE HIGHWAY- TEMPORARY EASEMENT

RW 8-4 (6/95)

District	County	Route	Post Mile	Parcel Number
4	CC	4	118 to 119	61108-2

Martinez, California

_____, 2010

This Document No.61108-2 in the form of a Temporary Construction Easement, covering the property particularly described in the attached Appendix "A" and Clause 3 below has been executed and delivered to Cheryl R. Sousa, Associate Right of Way Agent for Contra Costa County as part of Project Number 4660-6X4168.

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

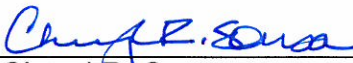
1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligation or claims on this account, or on account of the location, grade or construction of the freeway and retaining wall.
2. The County shall pay the undersigned grantor(s) the sum of NINETY ONE THOUSAND EIGHT HUNDRED SEVENTY FIVE and 00/100 (\$91,875.00) for this Temporary Easement and Improvements.
3. Permission is hereby granted the State or its authorized agent to enter upon grantor's land where necessary within that certain area described in Exhibit "A" attached hereto and made a part hereof, for the purpose of grading and construction activities.
4. This Temporary Construction Easement shall terminate October 31, 2013.
5. County shall give a minimum of a 30 day notice prior to beginning of construction.
6. Construction activities adjacent to the parcel shall generally occur between the hours of 7:00 am to 6:00 p.m.
7. A temporary chain link fence a minimum of 6 feet in height with a visual barrier shall be placed at the edge of the temporary construction easement area.

8. Parking lot will not be used for parking of construction vehicles or storage of construction equipment.
9. Entrances to facility shall not be impaired including but not limited to, by construction vehicles or construction equipment. Access to any easement area will be from the public roadway, rather than across Grantor's property.
10. Except for areas that are improved as part of the project and any work Grantor has agreed to do, all property will be returned to its original condition at completion of the project.
11. There will be no entry to the playground areas or the building interior.
12. The undersigned grantor (s) warrants) that they are the owner(s) in fee simple of the property affected by this Temporary Easement as described in Clause 3 above and that they have the exclusive right to grant this Temporary Easement.

In Witness Whereof, the Parties have executed this agreement the day and year first above written.

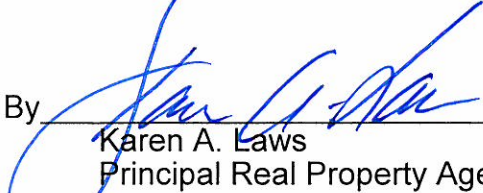
CONTRA COSTA COUNTY
 Recommended to the
 Board of Supervisors for Approval:

GRANTOR
 KC PROPCO, LLC
 a Delaware limited liability company

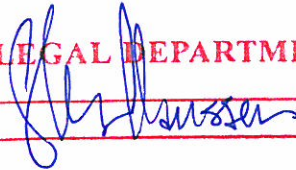
By 
 Cheryl R. Sousa
 Real Property Agent

By: 
 Name: Wayne Pipes
 Its: Vice President, Facilities and Development

Date: 3 - 25, 2010

By 
 Karen A. Laws
 Principal Real Property Agent

APPROVED:

APPROVED BY LEGAL DEPARTMENT
 DATE: 3/25/10
 SIGNATURE: 

By _____
 Julia A. Bueren
 Public Works Director

Date: _____
 (Date of Approval)

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 THAT PARCEL OF LAND DESCRIBED IN THE GRANT DEED TO KC PROPCO, LLC, A DELAWARE LIMITED LIABILITY COMPANY, RECORDED JULY 7, 2003 UNDER DOCUMENT NUMBER 2003-0319979, OFFICIAL RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL 1 (61108-2) TEMPORARY CONSTRUCTION EASEMENT EXPIRES 10-31-2013

A TEMPORARY EASEMENT, FOR A NINE (9) MONTH PERIOD BETWEEN JUNE 2010 AND OCTOBER 2013, FOR CONSTRUCTION PURPOSES AND INCIDENTS THERETO, UPON, IN, OVER AND ACROSS A PARCEL OF LAND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF THE SAID LANDS OF KC PROPCO, FROM WHICH THE SOUTHWESTERLY CORNER THEREOF BEARS SOUTH 20°01'11" WEST 3.92 FEET

1. THENCE NORTH 20°01'11" EAST 5.50 FEET ALONG SAID WESTERLY LINE;
2. THENCE LEAVING LAST SAID LINE, SOUTH 69°39'51" EAST 129.03 FEET TO THE EASTERLY LINE OF SAID LANDS OF KC PROPCO;
3. THENCE SOUTH 29°42'49" WEST 5.57 FEET ALONG SAID EASTERLY LINE;
4. THENCE, LEAVING LAST SAID LINE, NORTH 69°39'51" WEST 128.09 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 707 SQUARE FEET (0.016 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:



MARCH 17, 2010

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



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GRAPHIC SCALE



1" = 40'



PARCEL 1
1/4 PM 20
APN 074-370-027

PARCEL 2
1/4 PM 20
APN 074-370-028

61108

KC PROPCO, LLC
2003-0319979
APN 074-370-028-8

CITY OF ANTIOCH

84' DRAINAGE ESMT
195 M 15

S29°42'49"W
5.57'

5.50'

S69°39'51"E 129.03'

N69°39'51"W 128.09'

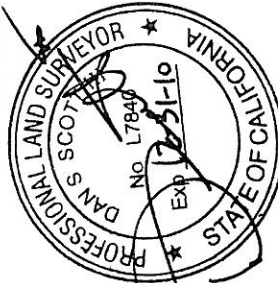
61108-2

TCE

TERM 10-31-2013
707 SQ.FT.

STATE ROUTE 4

1989 OR 579



LEGEND

- ||||| = ACCESS CONTROLLED
- = DIMENSION POINT
- ▨ = AREA TO BE CONVEYED
- (XXXX) = STATE PARCEL NUMBER
- P.O.B. = POINT OF BEGINNING
- TCE = TEMPORARY CONSTRUCTION EASEMENT
- TERM = TERMINATION DATE

PLAT TO ACCOMPANY DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT OVER THE LANDS OF
KC PROPCO, LLC TO BE CONVEYED TO THE STATE OF CALIFORNIA,
PARCEL NO. 61108-2

CITY OF ANTIOCH COUNTY OF CONTRA COSTA CALIFORNIA



GEOMATICS TRANSPORTATION SERVICES, INC

RIGHT-OF-WAY- LAND SURVEYING-MAPPING
6690 AMADOR PLAZA ROAD, SUITE 101, DUBLIN CA 94568
(925) 556-1776 FAX (925) 833-9443

DATE: MARCH 17, 2010 SCALE: 1"=40' JOB NO: G1-0602-12

SHEET 1 OF 1

H-X10417.3

Recorded at the request of:
Contra Costa County

Return to:
Contra Costa County
Public Works Department
Real Property Division
255 Glacier Drive
Martinez, CA 94553
Attn: C. Sousa

Portion Assessor's Parcel No. 074-370-028
Title Co. Order No. 54705-957266-09

District	County	Route	Post Mile	Parcel Number
4	CC	4	118 - 119	61108-1

GRANT DEED

For Value Received, receipt of which is hereby acknowledged, KC Propco, LLC

GRANT(S) to CONTRA COSTA COUNTY, a political subdivision of the State of California,

The following described real property in the City of Antioch of the County of Contra Costa, State of California,

FOR DESCRIPTION SEE APPENDIX "A" ATTACHED HERETO AND MADE A PART HEREOF.

GRANTOR

KC Propco, LLC
a Delaware limited liability company

Date: 3-25-10

By: 
Name: Wayne Pipes
Its: Vice President, Facilities and Development

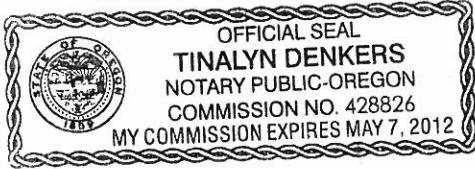
ATTACH APPROPRIATE ACKNOWLEDGMENT

STATE OF OREGON)

) ss.

COUNTY OF MULTNOMAH)

This instrument was acknowledged before me on March 25, 2010 by Wayne Pipes as Vice President, Facilities and Development of KC Propco, LLC, a Delaware limited liability company.



Tinalyn Denkers

Notary Public for Oregon
My commission expires *May 7, 2012*

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 THAT PARCEL OF LAND DESCRIBED IN THE GRANT DEED TO KC PROPCO, LLC, A DELAWARE LIMITED LIABILITY COMPANY, RECORDED JULY 7, 2003 UNDER DOCUMENT NUMBER 2003-0319979, OFFICIAL RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL 1 (61108-1) FEE PARCEL

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LANDS OF KC PROPCO, SAID POINT BEING COINCIDENT WITH THE NORTHERLY LINE OF THE LANDS OF THE STATE OF CALIFORNIA DESCRIBED IN THE GRANT DEED RECORDED SEPTEMBER 12, 1952 IN BOOK 1989 AT PAGE 579 OFFICIAL RECORDS OF SAID COUNTY;

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CONTAINING 459 SQUARE FEET (0.011 ACRES), MORE OR LESS.

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

 MARCH 17, 2010

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



CITY OF ANTIOCH

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GRAPHIC SCALE



1" = 40'



PARCEL 1
114 PM 20
APN 074-370-027

61108

KC PROPCO, LLC
2003-0319979
APN 074-370-028-8

PARCEL 2
114 PM 20
APN 074-370-028

84' DRAINAGE ESMT
195 M 15

N20° 01' 11" E
3.92'

S29° 42' 49" W
3.30'

S69° 39' 51" E 128.09'
N69° 57' 52" W 127.53'

61108-1

FEE PARCEL
459 SQ.FT.

P.O.B.

H-X10417.3

STATE ROUTE 4

1989 OR 579



LEGEND

- ||||| = ACCESS CONTROLLED
- = DIMENSION POINT
- ▬ = AREA TO BE CONVEYED
- XXXXX = STATE PARCEL NUMBER
- P.O.B. = POINT OF BEGINNING

PLAT TO ACCOMPANY DESCRIPTION

PARTIAL FEE TAKE OF THE LANDS OF KC PROPCO, LLC
TO BE CONVEYED TO THE STATE OF CALIFORNIA,
PARCEL NO. 61108-1

CITY OF ANTIOCH COUNTY OF CONTRA COSTA CALIFORNIA



GEOMATICS TRANSPORTATION SERVICES, INC

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DATE: MARCH 17, 2010 SCALE: 1"=40' JOB NO: G1-0602-12

SHEET 1 OF 1