

Assessor's Parcel Number: 001-011-046  
Project Name: Vasco Road Safety Improvements  
Project Number: 0662-6R4255-10

### GRANT OF ACCESS RIGHTS AGREEMENT

THIS AGREEMENT is made and entered into this 23rd day of December, 2010, by and between Contra Costa County, a political subdivision of the State of California, hereinafter called "County", and Erica M. Stafford, a Married Woman as Sole and Separate Property (hereinafter collectively referred to as "Property Owner").

### RECITALS

- A. The County is constructing safety improvements, including a concrete median barrier, approximately four miles north of the Contra Costa County line, hereinafter "Project."

The Property Owner owns APN 001-011-046 (hereinafter referred to as the "Property"), and is in the process of the building a single family residence and has applied for an Encroachment Permit for the construction of a new driveway. Currently the Property Owner has a 60 foot wide easement through the adjacent property owned by Leo and Maria Master identified as APN 001-011-042 (hereinafter referred to as the Master Property) per Document Number 96-67158 recorded October 16, 1996 official records of Contra Costa County for access to the Property contained herin as Exhibit "A".

- B. The Property Owner has requested access rights for a driveway along Vasco Road located on the Property, as shown on the attached Exhibit "B".
- C. The Property Owner has agreed to Quitclaim her current access rights described in Exhibit "A" to Leo and Maria Master and the County has agreed to convey access rights as shown on Exhibit "B" to the Property Owner.

In consideration of the covenants and conditions hereinafter contained, it is mutually agreed as follows:

### AGREEMENT

1. Effective Date. This Agreement is subject to approval by the governing body of the County. This Agreement is effective on the date approved by the governing body of the County.
2. Quitclaim of Access Rights. Within Ninety (90) days of obtaining access rights from the County as discussed in Paragraph 3, Property Owner shall execute said Quitclaim Deed, thereby quitclaiming Property Owner's access rights described in the attached Exhibit "A".

3. Access Rights. County shall convey access rights as shown on the attached Exhibit "B" to Property Owner.

4. No Admission of Liability. Execution of this agreement and compliance with its terms do not constitute and shall never be considered to constitute an admission of any fault, error, wrongdoing, or liability by County.

5. Representations. The parties hereto have entered into this Agreement based solely upon the representations, covenants and warranties contained and referred to herein. No party has placed any reliance on any representation not expressed or referred to in this Agreement.

6. Voluntary Execution of Agreement. The parties hereto have freely and voluntarily executed this Agreement and are not acting under coercion, duress, menace, economic compulsion, or because of any supposed disparity of bargaining power; rather, the parties hereto are freely and voluntarily signing this Agreement for their own benefit.

7. Construction. The parties hereto each acknowledge that they are fully aware of and understand the contents of this agreement and its legal effect. Accordingly, this Agreement shall not be construed against any party, and the usual rule of construction that an agreement is construed against the party which drafted it shall not apply.

8. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors, assigns and related agencies and entities.

9. Amendment. This Agreement shall not be amended or modified except by a writing executed by all of the parties hereto.

10. California Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The venue for any legal action pertaining to this Agreement shall be Contra Costa County, California.

11. Entire Agreement. This Agreement and any exhibits attached hereto and incorporated herein by reference contain the entire agreement between the parties hereto with respect to the subject matter of this Agreement except as set forth herein. It is expressly understood by each of the parties that this Agreement may not be altered, amended, modified or otherwise changed in any respect whatsoever, except by a writing executed by all parties hereto.

12. Counterparts. This Agreement may be executed in as many counterparts as may be necessary or convenient, and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original, and all such counterparts shall constitute one and the same instrument.

15. Severability. If any term, condition or provision of this Agreement is declared illegal or invalid for any reason by a court of competent jurisdiction, the remaining terms, conditions and provisions shall nevertheless remain in full force or effect.

16. Cooperation. The parties hereto shall reasonably cooperate with each other to fulfill the terms and conditions of this Agreement.

*[Remainder of Page Left Intentionally Blank]*

17. Notices. All notices, requests, demands and other communications required or permitted to be given pursuant to this Agreement shall be in writing, and shall be delivered personally or mailed, postage prepaid, by first class mail to the undersigned persons at their respective addresses as set forth below.

c/o Contra Costa County Public Works Department  
255 Glacier Drive  
Martinez, CA 94553  
Telephone: (925) 313-2220

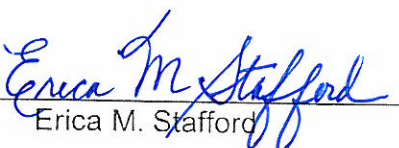
BY AFFIXING HIS/HER SIGNATURE BELOW, EACH OF THE PERSONS SIGNING  
THIS  
AGREEMENT REPRESENTS THAT HE/SHE HAS READ AND UNDERSTANDS THIS  
AGREEMENT, THAT HE/SHE IS AUTHORIZED TO SIGN THIS AGREEMENT, AND  
THAT THE PARTY ON BEHALF OF WHOM HE/SHE SIGNS THIS AGREEMENT  
AGREES TO BE BOUND BY ITS TERMS.

The parties herein have set forth the whole of their agreement and the performance of this agreement shall relieve the Authority of all further obligations or claims on this account.

CONTRA COSTA COUNTY

PROPERTY OWNER

APPROVED

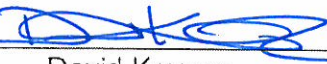
By   
Erica M. Stafford

By \_\_\_\_\_

Date: \_\_\_\_\_  
(Date of Board Approval)

RECOMMENDED FOR APPROVAL

By \_\_\_\_\_  
Karen A. Laws  
Principal Real Property Agent

By   
David Kramer  
Associate Real Property Agent

DK:

G:\realprop\David\Vasco Safety Improvements Phase 2\Driveway Agreement Stafford.doc

Exhibit "A"

RECORDING REQUESTED BY:  
CONTRA COSTA WATER DISTRICT

WHEN RECORDED MAIL TO:  
BOLD, POLISNER, MADDOW, et al.  
500 Ygnacio Valley Road #325  
Walnut Creek, Ca. 94596

APR 12 1996

96 67158

96-67158

RECORDED AT REQUEST OF

CCWB  
APR 12 1996

AT  
CONTRA COSTA COUNTY REC'D  
STEPHEN W. W. R.  
COMM. CLERK

FEE:  
THIS SPACE FOR RECORDER'S USE ONLY

offt.

FINAL ORDER OF CONDEMNATION

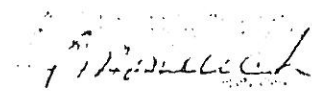
TITLE OF DOCUMENT

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(Govt. Code 26361.5)  
(Additional recording fee applies)

95129 - 96

1 JEFFREY D. POLISNER  
2 BOLD, POLISNER, MADDOW, NLLSON & JUDSON  
3 A Professional Corporation  
4 500 Ygnacio Valley Road, Ste. 325  
5 Walnut Creek, CA 94596  
6 (510) 933-7777

7 Attorneys for Plaintiff APR 9 1996  
8 Contra Costa Water District



9 SUPERIOR COURT OF CALIFORNIA, COUNTY OF CONTRA COSTA

10	CONTRA COSTA WATER DISTRICT,	)	No. C94-00958
11	an agency of the State of	)	
12	California,	)	
13	Plaintiff,	)	
14	v.	)	AMENDED FINAL ORDER
15	LEO MASTER, et al.,	)	OF CONDEMNATION
16	Defendants.	)	

17 It appearing to the Court that Plaintiff has deposited  
18 into Court for Defendants entitled thereto the sum of money  
19 assessed by the Judgement in Condemnation entered in this  
20 proceeding;

21 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED  
22 that the real property situated in the County of Contra Costa,  
23 State of California, and more particularly described in Exhibits  
24 "A" and "B", attached hereto and made a part hereof, be  
25 condemned to Plaintiff in fee simple, permanent easement and as

BOLD, POLISNER, MADDOW, NLLSON & JUDSON  
ATTORNEYS AT LAW  
500 YGNACIO VALLEY ROAD, STE. 325  
WALNUT CREEK, CALIF. 94596  
(510) 933-7777

96 \* 07158

1 a temporary construction easement, all as are more particularly  
2 described in said Exhibits "A" and "B".

3 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that a  
4 certified copy of this Order be recorded in the office of the  
5 Recorder of Contra Costa County, State of California, and  
6 thereupon title to said property described in Exhibits "A" and  
7 "B" shall vest in Plaintiff.

8  
9 Dated: APR 2 1996

JAMES R. TREMBATH

Judge of the Superior Court



96 07105

Mar. 1 1996  
Los Angeles Co. CA  
A.P. No. 001 011 001

EXHIBIT A

All that real property situate in the County of Contra Costa, State of California, described as:

Portions of the Northwest Quarter of Section 28, Township 1 South Range 3 East, Mount Diablo Base and Meridian, said portions being particularly described as follows:

PARCEL 1

BEGINNING at the quarter-section corner on the western line of said Section 28; thence N 00° 25' 56" E along said western line, 80.21 feet to the TRUE POINT OF COMMENCEMENT; thence continuing along said western line of Section 28, N 00° 25' 56" E, 381.87 feet; thence leaving said western line of Section 28, N 87° 34' 42" E, 128.10 feet; thence N 61° 00' 48" E, 65.00 feet; thence N 46° 58' 37" E, 61.85 feet; thence N 28° 59' 12" W, 27.00 feet; thence N 50° 58' 48" E, 132.02 feet; thence N 61° 00' 48" E, 447.35 feet; thence N 79° 37' 10" E, 209.61 feet; thence Northeastly and Northerly on a curve to the left from a tangent which bears N 42° 59' 28" E, said curve having a radius of 1,410.00 feet, through a central angle of 44° 53' 39" an arc distance of 1,104.81 feet; thence N 00° 16' 48" W, 529.59 feet; thence N 1° 54' 11" W, 176.68 feet to a point on the section line common to Sections 21 and 28 of Township 1 South Range 3 East, Mount Diablo Base and Meridian; thence S 89° 19' 56" E along said section line, 140.14 feet; thence leaving said section line, S 1° 54' 11" E, 699.77 feet; thence Southorly on a tangent curve to the right having a radius of 1,565.00 feet, through a central angle of 11° 53' 25" an arc distance of 324.78 feet; thence S 1° 41' 53" W, 176.47 feet; thence S 21° 41' 02" W, 274.39 feet; thence S 10° 05' 05" W, 311.72 feet; thence S 42° 03' 46" W, 461.60 feet; thence S 59° 41' 51" W, 397.90 feet; thence S 88° 05' 39" W, 376.20 feet; thence S 47° 43' 35" W, 324.19 feet to the TRUE POINT OF COMMENCEMENT.

Containing 17.292 acres of land, more or less.

This conveyance is made for the purpose of a controlled access highway, 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 controlled access highway.

Reserving however, unto grantor, his successors or assigns, the right of access to said highway over and across the following described lines:

1.) BEGINNING on the western boundary line of PARCEL 1 hereinabove described, at the eastern terminus of the course designated as "N 79° 37' 10" E, 209.61 feet" in the above description of said PARCEL 1; thence Northeastly and Northerly on a curve to the left from a tangent which bears N 42° 59' 28" E, said curve having a radius of 1,410.00 feet, through a central angle of 24° 45' 18" an arc distance of 609.20 feet to the TRUE POINT OF COMMENCEMENT of the line described herein; thence continuing along said western line of PARCEL 1, along said curve Northeastly through a central angle of 2° 26' 10" an arc distance of 60.00 feet to the POINT OF TERMINUS of the line described herein.

2.) BEGINNING on the eastern boundary line of PARCEL 1 hereinabove described, at the southern terminus of the course designated as "S 21° 41' 02" W, 274.39 feet" in the above description of said PARCEL 1; thence N 21° 41' 02" E along said course, 274.39 feet to the TRUE POINT OF COMMENCEMENT of the line described herein, thence continuing along said course, N 21° 41' 02" E, 50.00 feet to the northern terminus thereof, said point being on angle no. 1 of said eastern boundary line of PARCEL 1; thence N 1° 41' 53" E along said boundary line, 10.64 feet to the POINT OF TERMINUS of the line described herein.



96-07158

May 1, 1996  
Lee Master 11 A  
A.P. No. 001 011 001

EXHIBIT A

PARCEL 2

AN EASEMENT for drainage purposes and incidents thereto, over, upon and across a portion of the remaining lands of grantor, described as follows:

BEGINNING at the quarter-section corner on the western line of Section 28 referred to hereinabove, in the description of PARCEL 1; thence N 00° 25' 56" E along said western line of Section 28, a distance of 462.08 feet; thence leaving said section line along the western line of PARCEL 1 as described hereinabove, N 87° 34' 42" E, 128.10 feet; thence N 61° 00' 48" E, 65.00 feet; thence N 46° 58' 37" E, 61.85 feet; thence N 28° 59' 12" W, 27.00 feet to the TRUE POINT OF COMMENCEMENT of the parcel of land described herein; thence leaving said western line, N 25° 26' 10" E, 49.72 feet; thence N 41° 28' 14" E, 40.00 feet; thence S 48° 31' 46" E, 55.69 feet to a point on said western line of PARCEL 1; thence S 60° 58' 48" W along said line, 60.35 feet to the TRUE POINT OF COMMENCEMENT.

Containing 2,672 square feet, more or less.

PARCEL 3

AN EASEMENT for drainage purposes and incidents thereto, over, upon and across a portion of the remaining lands of grantor, described as follows:

BEGINNING at the intersection of the western line of PARCEL 1 described hereinabove with the section line common to Sections 21 and 28 of Township 1 South Range 3 East, Mount Diablo Base and Meridian as said point is described in the description of said PARCEL 1; thence from said point of Beginning S 1° 54' 11" E along the western line of said PARCEL 1, a distance of 153.88 feet to the TRUE POINT OF COMMENCEMENT of the parcel of land described herein; thence continuing along said western line, S 1° 54' 11" E, 22.80 feet to an angle point therein; thence continuing along said western line, S 00° 16' 48" E, 32.21 feet; thence leaving said line, S 88° 05' 49" W, 15.01 feet; thence N 00° 56' 47" W, 55.01 feet; thence N 88° 05' 49" E, 15.00 feet to the TRUE POINT OF COMMENCEMENT.

Containing 936 square feet, more or less.

PARCEL 4

A TEMPORARY EASEMENT to terminate on Dec. 31, 1996, for purposes of construction and incidents thereto over, upon and across a portion of the remaining lands of grantor, described as follows:

BEGINNING on the western boundary line of PARCEL 1 hereinabove described, at the eastern terminus of the course designated as "N 79° 37' 10" E, 709.61 feet" in the above description of said PARCEL 1; thence Northeasterly and Northerly on a curve to the left from a tangent which bears N 42° 59' 28" E, said curve having a radius of 1,410.00 feet, through a central angle of 23° 56' 31" an arc distance of 589.19 feet to the TRUE POINT OF COMMENCEMENT of the parcel of land described herein; thence leaving said western line of PARCEL 1, N 72° 58' 59" W, 100.00 feet; thence N 17° 01' 01" E, 100.00 feet; thence S 72° 58' 59" E, 100.00 feet to a point on said western line of PARCEL 1, said point being on said curve of radius 1,410.00 feet a radial line of said curve at said

May 1, 1995  
Leo R. Eide Lt. Al  
A.P. No. 001 011 003

EXHIBIT A

point bearing S 75° 00' 55" E; thence Southwesterly along said curve through a central angle of 4° 03' 52" an arc distance of 100.02 feet to the TRUE POINT OF COMMENCEMENT.

Containing 10,059 square feet, more or less.

Bearings used in the above descriptions are based on the California Coordinate System of 1983, Zone III, and distances are grid distances. Multiply distances shown by 1.000078 to obtain ground distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature Raymond R. Eide  
Licensed Land Surveyor

Date May 1, 1995



EXHIBIT A

PARCEL A

A non-exclusive right-of-way and easement 60 feet wide for roadway, utility, ingress and egress, including unlimited, unobstructed vehicular access purposes, to relocated Vasco Road across the land described below, from the remaining lands of Vaquero Farms across the lands of Thelma Souza and across the lands of Leo Master to relocated Vasco Road. Said non-exclusive right-of-way and easement shall be appurtenant to the remaining lands of Vaquero Farms and Thelma Souza to provide access to relocated Vasco Road.

The area subject to said right-of-way and easement is a strip of land 60 feet wide the centerline of which is more particularly described as follows:

BEGINNING AT a point at Station 348+80.01 on the centerline of Segment A of the proposed Vasco Road Relocation as shown on the drawings prepared by Tudor Engineering and dated January 10, 1994, said point being on a 1500 foot radius curve to the left;

Thence running on a radial bearing N 72° 58' 59" W, 90.00 feet to a point on the most westerly right of way of the above said Vasco Road Relocation, and said point being centered in that temporary construction easement (TCE) shown as parcel number 001-011-004-4 on Sheet 5 of said drawings, said point also being the TRUE POINT OF BEGINNING;

Thence continuing N 72° 58' 59" W, 130.16 feet to the point of curvature of a 175 foot radius curve to the right;

Thence along said curve, through a central angle of 45° 50' 59" for an arc distance of 140.04 feet to a point of tangency;

Thence tangent to said curve N 22° 09' 00", 858.46 feet to the point of curvature of a 1200 foot radius curve to the left;

Thence along said curve through a central angle of 13° 53' 00" for an arc distance of 290.77 feet to a point of tangency;

Thence tangent to said curve N 41° 01' 00", 95.69 feet, more or less, to the North line of said Northwest Quarter of Section 20, and the point of terminus of this description.

The intent of this description is to provide an uninterrupted access from the Vasco Road realignment to the North line of Section 20.



*[Signature]*  
LS 6670  
JAN 11 1994

96-67154

March 28, 1995  
Leo Master, et al

#### EXHIBIT 'B'

A portion of the Northwest Quarter of Section 28, Township 1 South, Range 3 East, Mount Diablo Base and Meridian, in the County Contra Costa, State of California, being described as follow:

##### PARCEL 1

Beginning at the west Quarter Corner of said Section 28, Thence N00° 25' 56"E, along the west line of said Section 28, 80.21 feet to the TRUE POINT OF BEGINNING, thence continuing along said west line of Section 28, N00° 25' 56"E, 481.87 feet, thence leaving said west line of Section 28, N87° 34' 42"E, 128.10 feet, thence N61° 09' 48"E, 65.00 feet; thence N46° 58' 37"E, 61.85 feet; thence N28° 59' 12" W, 27.00 feet, thence S50° 58' 48"W, 62.00 feet, thence S71° 59' 40"W, 177.43 feet to an intersection with the westerly line of said Section 28, thence S00° 25' 46"W along said westerly line of Section 28 a distance of 8.85 feet to the TRUE POINT OF BEGINNING.

Containing 0.164 Acres of land (7146.08 sq ft) more or less.

This Conveyance is made for the purpose of a controlled access highway, and the Grantor hereby releases and relinquishes to the grantee any and all abutter's right including access rights, appurtenant to Grantor's remaining property, in and to said controlled access highway.

##### PARCEL 2

**A CONSTRUCTION EASEMENT** for the purpose of relocating Brushy Creek and incidents thereto, over, along, under and across a portion of the Grantor's remaining lands, described as follows:

Beginning at the West Quarter Corner of said Section 28, referred to in the heretofore described Parcel 1; thence N00° 25' 56"E along the west line of said Section 28, a distance of 470.93 feet to the TRUE POINT OF BEGINNING, thence leaving said west line of Section 28, N71° 50' 40"E, 177.43 feet, thence N50° 58' 48"E, 65.00 feet, thence N25° 24' 18"W, 49.72 feet, thence S41° 28' 14"W, 35.00 feet, thence S71° 59' 40"W, 179.81 feet to an intersection with the Westerly line of said Section 28, thence S00° 25' 46"W along the west line of said Section 28 a distance of 8.85 feet to the TRUE POINT OF BEGINNING.

Containing 0.276 acres of land (11,975.31 sq ft) more or less.

Said easement is a TEMPORARY CONSTRUCTION EASEMENT to terminate on December 31, 1996, for the purpose of construction and incidents thereto.

Bearings used in the above descriptions are based on the California Coordinate System of 1983, Zone III, and distances are grid distances. Multiply distance shown by 1.000078 to obtain ground distances.

This real property description has been prepared by me, in conformance with the Professional Land Surveyors Act.

Signature

*[Handwritten Signature]*  
Licensed Land Surveyor # 4586

Date \_\_\_\_\_

96-67456



JUN 16 1995  
AT OCTOBER  
CONTRA COSTA COUNTY RECORDS  
STEPHEN L. WILK  
COUNTY RECORDER  
FEE \$ *[Handwritten]*

END OF DOCUMENT

Road No. 7711B  
Vasco Road Access Rights  
Appurtenant to APN 001-011-046  
Contra Costa County to  
Stafford

## EXHIBIT "B"

Real property in an unincorporated area of the County of Contra Costa, State of California, being a portion of Section 21, Township 1 South, Range 3 East, Mount Diablo Meridian, and being a portion of Parcel One as described in Exhibit U-2 in the grant deed to Contra Costa County, recorded October 8, 2008 in Series Number 2008-0220593, Contra Costa County records, and also shown on sheet 9 of that certain map entitled "Record of Survey, R/S No. 2223, Vasco Road", filed October 3, 1997 in Book 112 of Licensed Surveyors Maps at Page 22, described as follows:

### Access Rights

Grantor is the owner of Vasco Road, a controlled access highway, and the Grantor has acquired abutter's rights, including access rights, from properties adjacent to said Road. Grantor hereby conveys to Grantee the right of access to said highway, over and across the following described line:

Commencing on the westerly line of said Parcel One (99-032418) at the southerly terminus of the course designated in said description as "North 1°54' 11" West, 50.56 feet"; thence along said westerly line, north 7°30'59" west, 20.00 feet to the Point of Beginning of the line described herein; thence continuing along said westerly line, north 7°30'59" west, 30.00 feet to the Point of Terminus of the line described herein.

Bearings are based on the California Coordinate System of 1983 (CCS83), 1992 Epoch, Zone III. Distances given are grid distances. To obtain ground distance, multiply distance given by 1.00008631.

A plat entitled **Exhibit "B"** showing the above described lines is attached hereto and by this reference made a part hereof.

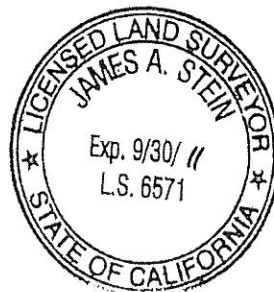
This real property description has been prepared by me or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: \_\_\_\_\_

Licensed Land Surveyor  
Contra Costa County Public Works

Date: \_\_\_\_\_

12/16/2010



1" = 100'

Contra Costa  
Water District

Stafford  
2006-230329

Martin  
2006-100862

Vasco Road

N2° 17' 38" W

N7° 30' 59" W

358.93

408.93 (T)

30.00'  
Abutters  
Access  
Allowed

P.O.B.

20.00

N7° 30' 59" W

50.56

N1° 54' 11" W

P.O.C.

N1° 54' 11" W

Master  
18970 O.R. 527

Master  
18970 O.R. 527

Vasco Road Access to Stafford

Instrument : Grant Deed of Access Rights		Scale	1" = 100'	Date	September 2009
Series No.	Recorded	Drawn By	KT	File No.	A-77118-2009
		Checked By	JS	Cad File	VascoRoad30ftAccess Stafford.dgn