

Recorded at the request of:

After recording return to:
Central Contra Costa
Sanitary District
Environmental Services Div.
5019 Imhoff Place
Martinez, CA 94553

A.P.N.: 159-310-XXX

District Project: 5410

Parcel: 1

GRANT OF EASEMENT

For good and valuable consideration, including but not limited to the agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, CONTRA COSTA COUNTY, a political subdivision of the State of California, (hereinafter "GRANTOR"), hereby grants to Central Contra Costa Sanitary District, a special district of the State of California, (hereinafter "GRANTEE"), a non-exclusive right to a perpetual easement and right of way for installing, constructing, reconstructing, removing, replacing, repairing, upgrading, maintaining, operating and using one 24" HDPE pipeline for sanitary sewage conveyance and two manhole structures and appurtenances thereto, and for no other purposes whatsoever, along and in all of the hereinafter described parcel of land situated in the City of Martinez, County of Contra Costa, State of California, described as follows:

FOR LEGAL DESCRIPTION AND PLAT MAP, SEE ATTACHED EXHIBITS "A" AND "B"

The foregoing grant is made subject to the following terms and conditions:

1. **PRIMARY USE OF THE PROPERTY:** The primary use of the Property subject to this easement (hereinafter the "Property") is for road and other public purposes, including, but not limited to, the right by said GRANTOR, its officers, agents and employees, and by persons under contract with it and their employees whenever and wherever necessary for roadway and other public purposes, to enter upon said land with personnel, vehicles and equipment, to remove all trees, vegetation and structures thereon that interfere with the purpose for which the easement herein is granted. GRANTEE acknowledges and agrees that the use just described constitutes the primary use of the Property and that any and all rights granted or implied by this Grant of Easement are secondary and subordinate to the primary use of the Property by the GRANTOR, its successors and assigns. GRANTEE shall not, at any time, use or permit the public to use the easement area in any manner that will interfere with or impair the GRANTOR's primary use of the Property. GRANTEE shall not fence said easement without the prior written approval of the GRANTOR, and shall remove any fencing when requested by GRANTOR to do so. GRANTEE shall not otherwise obstruct the easement area
2. **GRANTOR TITLE:** GRANTEE hereby acknowledges GRANTOR's title to the Property and agrees never to assail or resist said title.
3. **CONSTRUCTION AND MAINTENANCE ACTIVITIES:** (a) GRANTEE shall, prior to any construction, reconstruction, remodeling, excavation, installation or plantings within the easement area, submit specific plans and specifications to the GRANTOR

for review and approval. Such approval, together with any additional requirements to be in the form of a written permit issued by GRANTOR to GRANTEE.

(b) Normal maintenance by GRANTEE of its facilities within the easement area, including inspection and cleaning of existing pipelines, shall not require prior notice to the GRANTOR. GRANTEE shall perform maintenance of its facilities so as to prevent damage to the site.

4. **MODIFICATION, RELOCATION AND REMOVAL OF GRANTEE'S FACILITIES:**
This grant of easement is subject and subordinate to the prior and continuing right and obligation of GRANTOR, its successors and assigns, to use the Property for purposes stated in above Section 1 of this easement, and GRANTOR expressly reserves the right to use the Property for such purposes.

GRANTEE agrees that in its use of this easement and the exercise of its rights under the easement, it shall in no way interfere with GRANTOR's reserved rights hereunder.

GRANTEE has informed GRANTOR that GRANTEE's sewer facility in the Property serves the portion of the City of Martinez within GRANTEE's service area and is critical to GRANTEE's operations and that it would like that facility to remain in place indefinitely. However, it is understood that relocation or modification of the Facilities may be necessary for purposes stated above. If the Director of Public Works determines that relocation or modification of any portion of the Facilities is necessary, the Director of Public Works, or his designee, may require GRANTEE to relocate or modify the Facilities. Upon such determination, GRANTEE and GRANTOR shall take the following steps:

- i. If the GRANTOR's non-emergency use of the easement area may require the relocation or modification of the Facilities, GRANTOR shall notify GRANTEE of same in writing as far in advance of the scheduled start of any work to be performed by GRANTOR as possible.
- ii. GRANTEE shall respond to said notice within 14 days of receipt with requested information and, if deemed necessary, a statement of intent to evaluate alternatives to the GRANTOR's proposal.
- iii. Within 60 days following the mailing of the statement of intent to study alternative designs, GRANTEE shall submit to the GRANTOR engineering or construction alternatives to GRANTOR's plan.
- iv. GRANTOR agrees to consider, in good faith, any reasonable engineering or construction alternatives, timely submitted by GRANTEE. Late proposals, submitted past the 60 day period that jeopardize GRANTOR's construction schedule will not be considered.
- v. If a reasonable engineering or construction alternative exists that satisfies the Primary Use purposes and makes the relocation or modification of the Facilities unnecessary, then GRANTEE must pay GRANTOR any incremental increase

in design, right of way and construction costs that are incurred by GRANTOR in evaluating and/or carrying out that reasonable alternative.

- vi. Within 120 days of receipt of proposed alternatives from GRANTEE, GRANTOR shall provide GRANTEE written notice of the final engineering or construction decision (such notice, the "Final Notice").
- vii. If the GRANTOR, in the reasonable exercise of its discretion, determines that relocation or modification of the Facilities is necessary to accommodate GRANTOR's use, GRANTEE shall, at GRANTEE's sole cost and expense, complete the modification or relocation of the Facilities as soon as practicable, but in any event within 30 months of receipt of the Final Notice, unless a later date has been agreed upon by the GRANTOR prior to sending the Final Notice.
- viii. Where possible, GRANTOR will grant to GRANTEE, at no cost to GRANTEE, replacement easements (within the existing GRANTOR's right of way, if available), if such replacement easements are necessary to achieve the relocation or modification. GRANTEE shall deliver an executed quitclaim deed, quitclaiming all of GRANTEE's interest in and to the property from which GRANTEE is relocated. GRANTOR will also actively pursue the use of federal or state monies for relocation of GRANTEE's facilities where applicable. GRANTEE shall bear GRANTOR's cost to pursue such monies.

The parties acknowledge that relocating the Facilities would be an expensive project for the GRANTEE and would require designing and planning effort. Accordingly, if GRANTEE demonstrates a good faith effort to comply with the above timelines but is unable to do so, GRANTEE will apply to GRANTOR for approval of a reasonable extension of the timelines, which approval GRANTOR may not unreasonably withhold.

- 5. **DAMAGE TO GRANTOR'S PROPERTY:** Any and all GRANTOR's Property, facilities, landscaping or other improvements, removed or damaged as a result of the use of the easement area by GRANTEE, or any other person or entity acting under GRANTEE's direction or control, shall, at GRANTOR's discretion and direction, be repaired or replaced by GRANTOR, with all reasonable costs and expenses to be paid by GRANTEE (including but not limited to engineering costs and legal costs of collecting any unpaid expenses) or shall be repaired or replaced by GRANTEE, at the sole cost and expense of GRANTEE, equivalent to or better than their existing condition. In the event that GRANTEE fails to commence the required work within thirty days after being directed to do so by GRANTOR, or such reasonable extension as GRANTOR may agree to in writing, or fails to complete the required work within a reasonable time thereafter, GRANTOR may perform or complete the work at the expense of GRANTEE, which expense GRANTEE agrees to pay to GRANTOR promptly upon demand, including but not limited to engineering costs and any legal expenses incurred to collect such costs.
- 6. **DAMAGE TO GRANTEE'S FACILITIES:** GRANTOR shall have no responsibility for the protection, maintenance, damage to, or removal of GRANTEE's facilities, appurtenances or improvements, caused by or resulting from GRANTOR's use of the Property or work or operation thereon. It is the sole responsibility of the

GRANTEE to provide and maintain adequate protection and surface markings for its own facilities. Subject to the foregoing, if GRANTEE's properly marked, protected and maintained facilities are damaged by the active negligence or willful misconduct of GRANTOR, including GRANTOR's contractors or agents, GRANTOR shall repair the damage at its sole cost and expense or, at the discretion of and upon written notice from GRANTOR, the damage shall be repaired by GRANTEE and the pre-approved reasonable cost of such repair shall be paid for by GRANTOR. Under no circumstance shall GRANTOR have any liability to GRANTEE or to any other person or entity, for consequential or special damages, or for any damages based on loss of use, revenue, profits or business opportunities arising from or in any way relating to, any damage or destruction of any portion of the GRANTEE's facilities. GRANTEE hereby acknowledges that its sole remedy for any damage to or destruction of any portion of GRANTEE's facilities, to the extent GRANTOR is otherwise so liable under this Grant of Easement, shall be to require GRANTOR to repair or replace the damaged or destroyed portion or reimburse GRANTEE for GRANTEE's pre-approved reasonable costs and expenses in repairing or replacing the damaged or destroyed portion.

7. **NON-EXCLUSIVE EASEMENT:** The easement granted hereunder is non-exclusive. This easement is subject and subordinate to all existing rights, rights of way, licenses, reservations, franchises and easements of record, or that would be evident from a physical inspection or accurate survey of the Property, in and to the Property. Nothing contained herein shall be construed to prevent GRANTOR from granting other easements, franchises, licenses or rights of way over said lands, provided however, that said subsequent uses do not unreasonably prevent or obstruct GRANTEE's easement rights hereunder.
8. **INDEMNIFICATION, AS-IS CONDITION OF PROPERTY:**
 - a) In the exercise of all rights under this easement, GRANTEE is responsible for any and all injury to the public, to persons and to property arising out of or connected with GRANTEE's use of the Property. GRANTEE shall indemnify, defend, save, protect and hold harmless, GRANTOR, its officers, agents, employees and contractors from and against any and all threatened or actual loss, damage, liability, claims, suits, demands, judgments, orders, costs, fines, penalties or expense of whatever character including but not limited to those relating to inverse condemnation, and including attorneys' fees, (hereinafter collectively referred to as "Liabilities") to persons or property, direct or consequential, directly or indirectly contributed to or caused by the granting of this easement, GRANTEE's operations, acts or omissions pursuant to this easement, or the GRANTEE's use of the easement, save and except Liabilities arising through the negligence or sole willful misconduct of the GRANTOR, its officers or employees.
 - b) GRANTEE further agrees to defend, indemnify, save, protect and hold harmless, GRANTOR from any and all actual or threatened claims, costs, actions or proceedings to attack, set aside, void, abrogate or annul this grant of easement or any act or approval of GRANTOR related thereto.
 - c) GRANTEE accepts the easement area in an "as is" physical condition, with no warranty, guarantee, representation or liability, express or implied on the part of the GRANTOR as to any matter, including but not limited to the physical condition of the

Property and/or the condition and/or possible uses of the land or any improvements thereon, the condition of the soil or the geology of the soil, the condition of the air, surface water or groundwater, the presence of known and unknown faults, the presence of any hazardous substance, materials, or other kinds of contamination or pollutants of any kind in the air, soil, groundwater or surface water, or the suitability of the Property for the construction and use of the improvements thereon. It shall be the sole responsibility of GRANTEE, at its sole cost and expense, to investigate and determine the suitability of the soil, water, geologic, environmental and seismic conditions of the Property for the intended use contemplated herein, and to determine and comply with all building, planning and zoning regulations relative to the Property and the uses to which it can be put. GRANTEE relies solely on GRANTEE's own judgment, experience and investigations as to the present and future condition of the Property or its suitability for GRANTEE's intended use and is not relying in any manner on any representation or warranty by GRANTOR. GRANTEE agrees that neither GRANTEE, its heirs, successors or assigns shall ever claim have or assert any right or action against GRANTOR for any loss, damage or other matter arising out of or resulting from the presence of any hazardous substance or any other condition of the Property at the commencement of the easement or from the release of any hazardous substance in, on or around any part of the Property or in the soil, water, subsurface strata or ambient air by any person or entity other than the GRANTOR following the commencement of this easement. As used herein, "hazardous substance" means any substance, material or waste which is or may become designated, classified or regulated as being "toxic," "hazardous" or a "pollutant" under any federal, state or local law, regulation or ordinance. Nothing in this section is intended in any way to restrict the right of GRANTEE to seek contribution or indemnity from any person or entity other than GRANTOR whose activities are a cause of any discharge, leakage, spillage or emission of hazardous materials on or to the Property.

d) To the extent permitted by law, GRANTEE shall indemnify, defend, save, protect and hold the GRANTOR harmless from and against any and all claims, demands, Liabilities, expenses (including without limitation attorneys fees and consultants fees), penalties, damages, consequential damages and losses, and costs (including but not limited to the costs of any required or necessary testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties and from and against the preparation of any cleanup, remediation, closure or other required plans whether such action is required or necessary prior to or following the termination of the easement), of any kind or nature, to the extent caused or contributed to by GRANTEE's operation or performance under this easement, or GRANTEE's construction, reconstruction, maintenance, use, replacement, or removal of its facilities, to the extent that such activities increase the costs attributable to the cleanup or remediation of such hazardous materials.

e) The obligations contained in this section shall survive the expiration or other termination of this easement.

9. **NO WARRANTIES:** GRANTEE understands and acknowledges that GRANTOR makes no representations, warranties or guarantees of any kind or character, express or implied, with respect to the Property, and GRANTEE is entering into this

transaction without relying in any manner on any such representation or warranty by GRANTOR.

10. **ABANDONMENT:** In the event GRANTEE shall cease to use the easement herein continuously for a period of two years, or in the event GRANTEE abandons its facilities or fails to use the easement for the purpose for which it is granted, then all rights of GRANTEE in and to said lands shall thereupon cease and terminate and shall immediately revert to and vest in GRANTOR or its successors. Upon any such termination of GRANTEE's rights, GRANTEE shall, upon request by GRANTOR, and at GRANTEE's sole cost and expense, remove or abandon all of its facilities, in accordance with GRANTEE's standard specifications, from the easement area and restore said Property to its original condition. Upon the failure of GRANTEE to do so, this work may be performed by GRANTOR at GRANTEE's expense, which expense GRANTEE agrees to pay to GRANTOR upon demand. GRANTEE shall execute any Quitclaim Deeds required by GRANTOR in this regard.
11. **NO ASSIGNMENT OF EASEMENT:** No rights granted hereunder shall be transferred, apportioned or assigned without the prior written consent of GRANTOR.
12. **NO SECONDARY RIGHTS:** Nothing herein contained shall be deemed to construe that access or other secondary rights are conveyed by this document over any of GRANTOR's adjacent lands lying outside of the aforesaid strip of land above described.
13. **ENTIRE AGREEMENT:** This grant of easement contains the entire agreement between the parties hereto and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.
14. **CONSTRUCTION:** This grant of easement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. The parties to this grant of easement and their counsel have read and reviewed this grant of easement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this grant of easement.
15. **SUCCESSORS AND ASSIGNS:** This indenture and all of the covenants herein contained shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto.
16. **NOTICES:** All notices, consents, or other instruments or communications provided for under this easement must be in writing, signed by the party giving the notice, and will be deemed properly given and received when (i) actually delivered to the addressee in person, or (ii) on the next business day if sent via prepaid overnight courier service for next business day delivery, or (iii) three business days after depositing same in the United States Mail, if sent by registered or certified mail, postage prepaid to:

Contra Costa County
Public Works Department

Real Property Division
255 Glacier Drive
Martinez, CA 94553
Attn: Principal Real Property Agent

Central Contra Costa Sanitary District
Engineering Department
Environmental Services Division
5019 Imhoff Place
Martinez, CA 94553
Attn: Manager

IN WITNESS WHEREOF, this Grant of Easement is signed and executed this 17th
day of November, 2011.

CONTRA COSTA COUNTY

By _____
Chair, Board of Supervisors

APPROVED AS TO FORM
by County Counsel
July, 1999

STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

On _____, before me, _____
Clerk of
the Board of Supervisors, Contra Costa County,
personally 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 _____
Deputy Clerk

GRANTEE(S)
CENTRAL CONTRA COSTA
SANITARY DISTRICT

By Barbara D. Hockett
Barbara D. Hockett
Title: President of the Board of Directors

Date 11/17/11

By Elaine R. Boehme
Elaine R. Boehme, CMC
Title: Secretary of the Board of Directors

Date 11/18/11

Approved as to form

By Kenton L. Alm
Kenton L. Alm
Counsel for the District

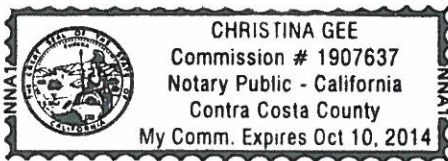
CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California }
County of Contra Costa }

On November 17, 2011, before me, Christina Gee, Notary Public, Personally
appeared Barbara D. Hockett

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 State of California that the foregoing
paragraph is true and correct.



WITNESS my hand and official seal.

SIGNATURE Christina Gee

PLACE NOTARY SEAL ABOVE

Though the information below is not required by law, it may prove valuable to persons relying on the document
and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document: Grant of Easement, b/p 5410, Parcel 1

Document Date: 11/17/11 Number of Pages: _____

Signer(s) Other than Named Above: _____

RESOLUTION NO. 2011-027

A RESOLUTION AUTHORIZING ACCEPTANCE,
EXECUTION AND RECORDING OF A GRANT OF EASEMENT DEED
FROM CONTRA COSTA COUNTY
(DISTRICT PROJECT 5410 – PARCEL 1)

BE IT RESOLVED by the Board of Directors of the Central Contra Costa Sanitary District ("District") as follows:

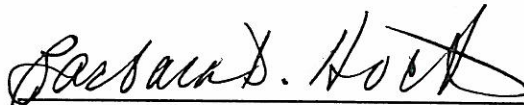
THAT the District hereby accepts a Grant of Easement (Sewer Purposes) from Contra Costa County, District Project 5410 - Parcel 1; and

THAT the President of the Board of Directors and the Secretary of the District are hereby authorized to execute a grant of easement deed for and on behalf of the District; and

THAT staff is authorized to record said deed in the office of the Recorder of Contra Costa County.

PASSED AND ADOPTED this 21st day of July 2011, by the Board of Directors of the Central Contra Costa Sanitary District by the following vote:

AYES:	Members:	McGill, Nejedly, Hockett
NOES:	Members:	None
ABSENT:	Members:	Menesini, Williams



Barbara D. Hockett
President of the Board of Directors
Central Contra Costa Sanitary District
County of Contra Costa, State of California

COUNTERSIGNED:



Elaine R. Boehme, CMC
Secretary of the District
Central Contra Costa Sanitary District
County of Contra Costa, State of California

I, Elaine R. Boehme, Secretary of the Central Contra Costa Sanitary District, of the County of Contra Costa, State of California, do hereby certify that the foregoing is a full, true, and correct copy of **Resolution No. 2011-027** passed and adopted by said District Board on July 21, 2011.

Dated: July 25, 2011



Elaine R. Boehme
Secretary of the District

Approved as to form:



Kenton L. Alm, Esq.
Counsel for the District

EXHIBIT "A"

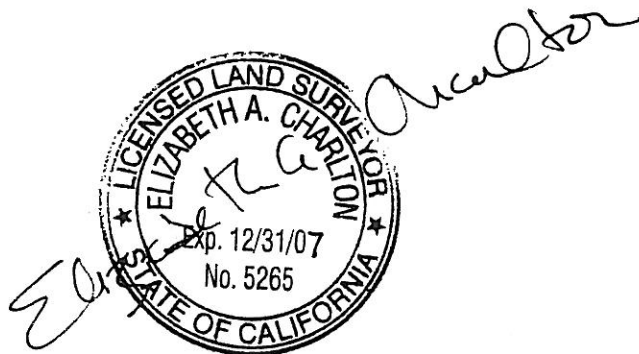
PERMANENT EASEMENT

REAL PROPERTY in the county of Contra Costa, state of California described as follows:

Portion of Parcel Two as said parcel is described in the deed to Contra Costa County recorded on June 3, 1977 in Book 8360 of Official Records of said county at page 506 (8360 OR 506) described as follows:

A 15-foot wide strip of land the centerline of which is described as follows:

Commencing at a found 1¼ inch iron pipe tagged 'CEN SAN' having grid coordinates of (Y) 2,199,338.418 feet and (X) 6,103,505.012 feet California Coordinate System of 1983 (CCS83), Zone 3, said iron pipe being an angle point in the easterly boundary of the parcel of land shown upon the Record of Survey filed on July 6, 1970 in Book 53 of Licensed Surveyors' Maps at page 3 (53 L.S.M. 3), said angle point being the northwesterly terminus of a course having a record bearing and distance of south 54° 17' 36" east 1846.92 feet; thence north 69° 58' 40" west 2285.87 feet (north 69° 59' 07" west 2285.92 feet - calculated record 53 L.S.M. 3) to a found 2" iron pipe tagged LS 3169 having grid coordinates of (Y) 2,200,121.064 feet and (X) 6,101,357.297 feet (CCS83, Zone 3) being the point of intersection of the southeast line of Waterfront Road and the southerly boundary of SPRR as shown upon above referenced 53 L.S.M. 3, said southerly boundary of SPRR being a curve concave to the north having a radius of 5779.65 feet, a radial to said point of intersection bears south 9° 42' 22" east; thence westerly along said curve through a delta angle of 4° 31' 33" a distance of 456.54 feet to the POINT OF BEGINNING; thence from said POINT OF BEGINNING south 60° 49' 32" west 111.06 feet; thence south 86° 42' 03" west 106.59 feet to a point on the southwesterly line of the above referenced Parcel Two (8360 OR 506).



Containing a total of 3274 square feet, more or less.

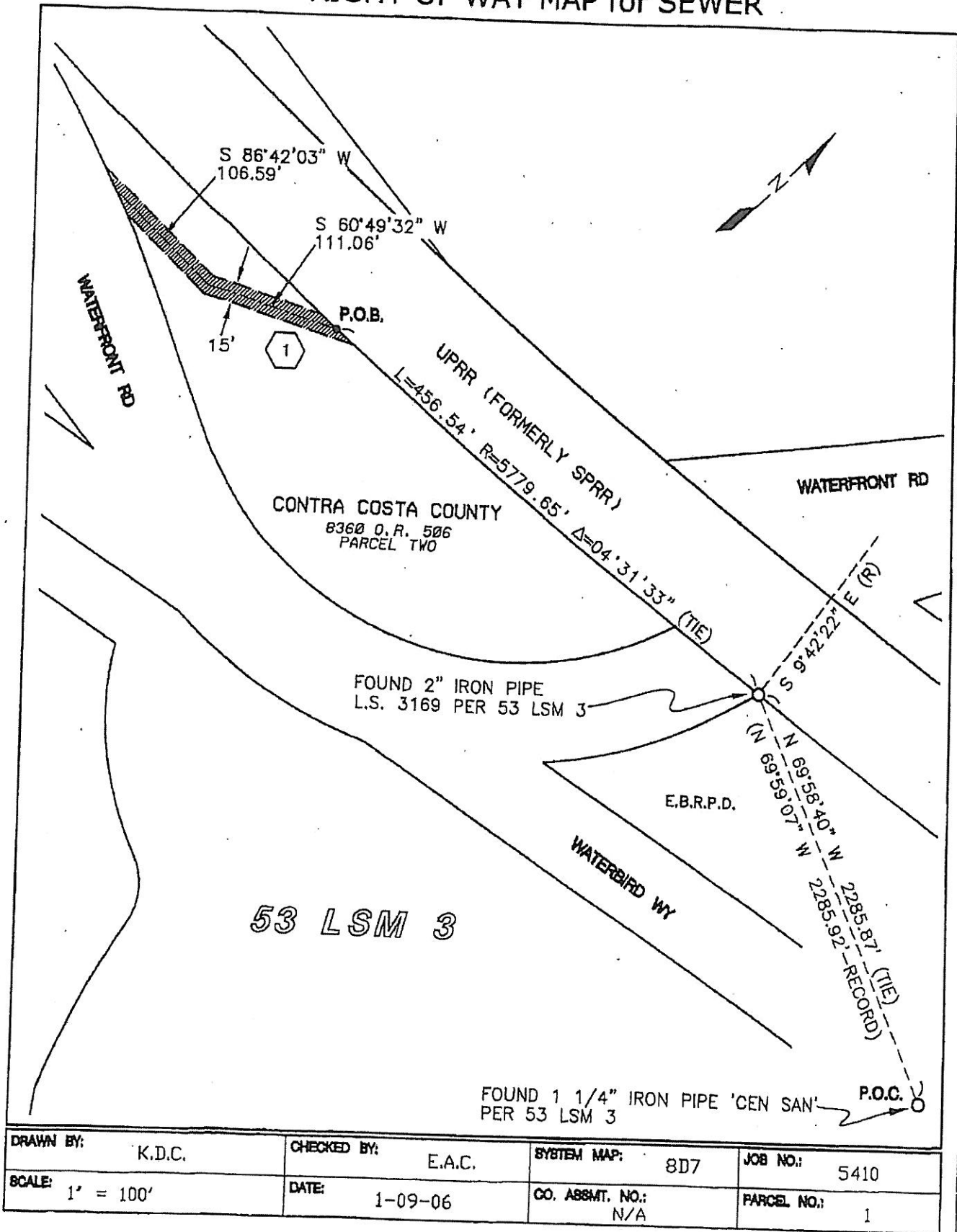
Bearings and distances shown herein are based on the California Coordinate System of 1983, Zone 3. Multiply distances shown herein by 1.0000598 to obtain ground distances.

Attached hereto is a plat entitled Exhibit "B" and by this reference made part a hereof.

EXHIBIT "B"

CENTRAL CONTRA COSTA SANITARY DISTRICT

RIGHT OF WAY MAP for SEWER



DRAWN BY:	K.D.C.	CHECKED BY:	E.A.C.	SYSTEM MAP:	8D7	JOB NO.:	5410
SCALE:	1" = 100'	DATE:	1-09-06	CO. ASSMT. NO.:	N/A	PARCEL NO.:	1