

\_\_\_\_\_, California

\_\_\_\_\_, 2014

District	County	Route	Post Mile	Exp. Auth.
4	CC	80	4.09	OA0811

Grantor: West Contra Costa Unified School District Successor  
to San Pablo School District of Contra Costa County

## RIGHT OF WAY CONTRACT - STATE HIGHWAY

Document No. 63740-1 and 63740-2 in the form of an Easement Deed (Easement) and a Temporary Construction Easement (TCE) for the construction of a pedestrian/bicycle bridge, and ingress and egress covering the property particularly described in the above instrument has been executed and delivered to Carmen Piña-Sandoval, 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:

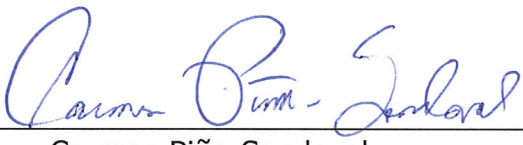
1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
- (B) County requires said property described in Document No. 63740-1 and 63740-2 for State highway purposes, a public use for which County has the authority to exercise the power of eminent domain. Grantor is compelled to sell, and County is compelled to acquire the property.
2. The County shall:
  - a. Pay the undersigned Grantor the sum of sum of One Hundred Thirty-Three Thousand Five Hundred Dollars and No/100 (\$133,500) for the property or interest therein as conveyed by the above document when title to said property or interest vests in the County. Title to be taken 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. By this Agreement, County and Grantor establish an escrow (Escrow) with North American Title Company, 4255 Hopyard Road, Suite 1, Pleasanton, California, 94588; their Escrow No. 1135095-12 (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.

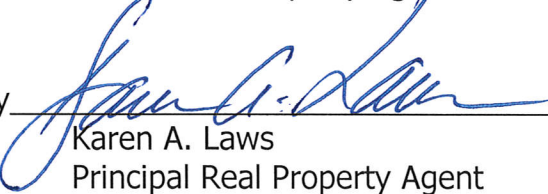
Grantor hereby authorizes County to prepare escrow instructions and file escrow instructions with said Title Company, on behalf of Grantor, in accordance with this Agreement. This includes authorization of the Title Company to withhold pro rata taxes, liens, and assessments on the property conveyed.

- (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 of Easement, in recordable form and properly executed on behalf of Grantor, conveying to County a permanent easement described in Exhibit "A" attached hereto.
    - b. Copies of any effective leases, rental agreements, or any other agreements, if any, which the County has agreed in writing are to remain in effect after County takes title.
  - (B) Prior to the Close of Escrow, County will deposit the Purchase Price into Escrow with said Title Company.
4. 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 of Easement, marked for return to the County care of Carmen Piña-Sandoval, Senior Real Property Agent for the County (which shall be deemed delivered to the County);
  - (B) Issue the Title Policy, if requested to do so by the County;
  - (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.
- 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.
5. Grantor warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, 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.
6. In case of unpredictable delays in construction, upon written notification, the expiration date of the Temporary Construction Easement may be extended one month at a time at \$371 per month. Said amount will be paid to the Grantor in a lump sum within sixty (60) days after County has determined the easement is no longer required.

7. The undersigned Grantor hereby agrees and consents to the dismissal of any eminent domain action in the Superior Court wherein the herein described land is included and also waives any and all claims to any money that may now be on deposit in said action.
8. 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 December 31, 2014 or the close of escrow controlling this transaction, whichever occurs first, 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, from said date.
9. To ensure the school property remains fenced at all times the Project contractor shall be responsible for replacing and repairing any impacts to the fence and gate during construction.

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

By   
Carmen Piña-Sandoval  
Senior Real Property Agent

By   
Karen A. Laws  
Principal Real Property Agent

GRANTOR  
West Contra Costa Unified School District  
Successor to San Pablo School District of  
Contra Costa County

By \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_  
Name:  
Title:

APPROVED:

Date: \_\_\_\_\_  
(Date signed by Grantor)

By \_\_\_\_\_  
Julia R. Bueren  
Public Works Director

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

**NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED**