

RIGHT OF WAY CONTRACT

RW 8-3 (Rev. 6/95)

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Parcel Nos.: 11, 12 & 13

Portion of APNs: 074-130-064 & 076

Project Name: West Antioch Creek Channel Improvement Project

Project Number: 7579-6D8399

Grantor: Khashabi, Saleh, TRE

Address: 6th and 10th Streets, Antioch, CA

RIGHT OF WAY CONTRACT BETWEEN CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AND GRANTOR NAMED HEREIN

A document in the form of a Grant Deed dated _____, 2015 covering the property particularly described in the above instrument 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. (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 District of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
- (B) District requires said property described in Exhibit "A" and "B" attached hereto and incorporated herein by reference for flood control purposes, a public use for which District has the authority to exercise the power of eminent domain. Grantor is compelled to sell, and District is compelled to acquire the property.
- (C) Both Grantor and County recognize the expense, time, effort, and risks to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.
2. The District shall:
 - (A) Pay the undersigned Grantor the sum of Sixty Seven Thousand Five Hundred Dollars and No/100 (\$67,500) (Purchase Price) for the property or interest conveyed by above document when title to said property vests in the District 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. Covenants, conditions, restrictions and reservations of record, or contained in the above-referenced document.
 - 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 District, 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 bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid nondelinquent assessments which have become a lien at the close of escrow.
 - 3. Any or all moneys payable under this contract, up to and including the total amount of unpaid principal and interest on notes secured by mortgages or deeds of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deeds or mortgages shall, upon demands, be made payable to the mortgagees or beneficiaries entitled thereunder; said mortgagees 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. 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 \$1,799 per month. Said amount will be paid to the grantor in a lump sum within sixty (60) days after District has determined the easement is no longer required.
 - 5. The Grantor shall retain possession of the property conveyed up to and including the date of recording of the deed conveying title to District upon compliance by the Grantor with the condition of this contract. All rents and all security money collected by Grantor applicable to any period thereafter shall be paid to the County in accordance with the terms and conditions of the Rental-Escrow Instructions attached hereto and made a part thereof. Either party hereto collecting rents or security money to which the other party is entitled shall, in the final settlement of this contract, pay such an amount to the other as is necessary to comply with the provision of this clause.
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6. By this Agreement, District and Grantor establish an escrow (Escrow) with Fidelity National Title Company, 191 Sand Creek Road, Suite 160, Brentwood California, 94513, their Escrow No. FCHC-3081500170-DH (Title Company). If, for any reason, the named Title Company is unable to handle this transaction through the Close of Escrow, the District'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 District 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 District 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 District the property in fee simple absolute, as shown on the preliminary title report no. FCHC-3081500170-DH dated August 14, 2015
 - b. Copies of any effective leases, rental agreements, or any other agreements, if any, which the District has agreed in writing are to remain in effect after District takes title.
- (B) Prior to the Close of Escrow, District will deposit the Purchase Price into Escrow with said Title Company.

7. Escrow shall close upon the conveyance of the property to the District (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 District care of Olivia D. Reynolds, Senior Real Property Agent for the District (which shall be deemed delivered to the District);
 - (B) Issue the Title Policy, if requested to do so by the District;
 - (C) Prorate taxes, assessments, rents and other charges as provided by this Agreement;
 - (D) Disburse to the Grantor the Purchase Price, less prorated amounts and charges to be paid by or on behalf of Grantor;
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- (E) Prepare and deliver to the District 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 District and retain all funds and documents pending receipt of further instructions from the District.

8. 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 District harmless and reimburse the District 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.
9. 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.
10. The Grantor hereby represents and warrants that during the period of Grantor's ownership of the property, there have been no disposals, releases or threatened releases of hazardous substances or hazardous wastes on, from, or under the property. Grantor further represents and warrants that Grantor has no knowledge of any disposal, release, or threatened release of hazardous substances or hazardous wastes, on, from, or under the property which may have occurred prior to Grantor taking title to the property.

The Purchase 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 District may elect to recover its clean-up costs from those who caused or contributed to the contamination.

Remainder of page intentionally left blank

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11. 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 District, including the right to remove and dispose of improvements, shall commence January 1, 2016 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.

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

CONTRA COSTA COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
Recommended to the Board of Supervisors
for Approval:

GRANTOR(S)

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

By SKH
Saleh Khashabi, Trustee

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

Date: 8-31-2015

APPROVED:

By _____
Julia R. Bueren
Chief Engineer

Date: _____
(Date of Approval)

EXHIBIT "A"
PARCELS 11 and 12
FEE/ RIGHT OF WAY ACQUISITION &
TEMPORARY CONSTRUCTION EASEMENT
LANDS OF KHASHABI TRUST
APN 074-130-076- DN 2014-0090833

All that property situated in the City of Antioch, County of Contra Costa, State of California described as follows: Being a portion of that certain parcel of land described as Parcel 2 in the Grant Deed to a Revocable Trust, recorded June 4, 2014 as Document No.2014-0090833 in Contra Costa County Records, consisting of two (2) parcels, more particularly described as follows:

FEE/ RIGHT OF WAY PARCEL

BEGINNING at the most southerly corner of said parcel of land (DN 2014-0090833); thence, along the southwesterly line of said parcel, North 63°14'24" West, 49.39 feet; thence, leaving said southwesterly line, North 00°47'06" East, 138.25 feet to the westerly line of that certain parcel of land described in Individual Grant Deed to Contra Costa County, recorded March 22, 1976 in Book 7799 Official Records, at Page 333 and Point of Cusp; thence, along said westerly line the following two (2) courses: 1) along a non-tangent curve to the left, having a radius of 159.99 feet, from which the center bears South 89°12'54" East, through a central angle of 35°43'25", an arc distance of 99.75 feet and 2) South 34°56'19" East, 40.24 feet to the southeasterly line of said parcel (DN 2014-0090833) said line also being the northwesterly line of that certain parcel of land described as Parcel Three in Grant Deed recorded March 5, 1971 in Book 6331 Official Records at Page 161; thence, along said southeasterly line, South 16°00'36" West, 35.03 feet to the POINT of BEGINNING..

Containing 3,442 square feet or 0.08 acres, more or less.

TEMPORARY CONSTRUCTION EASEMENT expires October 31,2017

A Temporary Construction Easement of duration twenty-two (22) months, expiring on October 31, 2017, to be used for the aeration and stockpiling of soil on, over and across the following described parcel of land:

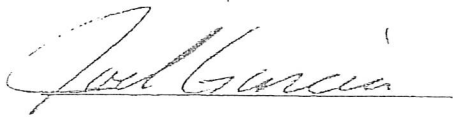
COMMENCING at the most southerly corner of said parcel of land (DN 2014-090833); thence, along the southwesterly line of said parcel, North 63°14'24" West, 49.39 feet to the POINT of BEGINNING for this description; thence, along exterior boundary of said parcel the following three (3) courses: 1) continuing along said southwesterly line, North 63°14'24" West, 254.81 feet, 2) North 26°46'06" East. 159.99 feet (160.00'-deed) and 3) South 63°14'24" East, 176.84 feet (176.85'-deed); thence, along the easterly line of said parcel and the production thereof, South 00°47'06" West, 177.97 feet to the POINT of BEGINNING.

WEST ANTIOCH CREEK PROJECT
APN 074-130-076 - KHASHABI TRUST
PARCELS 11 and 12

Containing 34,531 square feet or 0.79 acres, more or less.

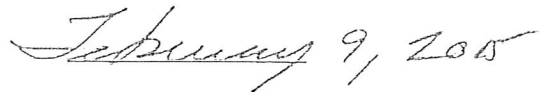
Bearings used in the above description are based upon the California Coordinate System of 1983 (CCS83), Epoch 2010.00, Zone 3. Multiply grid distances shown above by 1.000056 to obtain ground distances.

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.



Joel Garcia, LS 5285

License expires 12-31-15



Date



Exhibit "B"

PARCEL 13
TEMPORARY CONSTRUCTION EASEMENT
LANDS OF KHASHABI TRUST, PARCEL 1
APN 074-130-064 - DN 2014-0090833

PARCEL 13- TEMPORARY CONSTRUCTION EASEMENT expires October 31, 2017

A Temporary Construction Easement of duration twenty-two (22) months, expiring on October 31, 2017, to be used for the aeration and stockpiling of soil on, over and across the following described parcel of land:

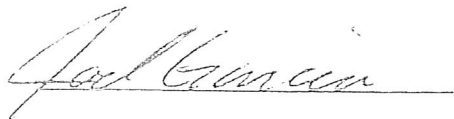
All that property situated in the City of Antioch, County of Contra Costa, State of California described as follows: Being all of that certain parcel of land described as Parcel 1 in the Grant Deed to a Revocable Trust, recorded June 4, 2014 as Document No. 2014-0090833 in Contra Costa County Records, more particularly described as follows:

BEGINNING at the most southerly corner of said parcel of land (DN 2014-0090833); thence, along exterior boundary of said parcel the following five (5) courses: 1) North $63^{\circ}14'24''$ West, 176.84 feet, 2) North $26^{\circ}46'06''$ East, 83.26 feet, 3) North $00^{\circ}48'36''$ East, 280.39 feet (280.45' - deed), 4) South $89^{\circ}11'24''$ East, 122.38 feet and 5) South $00^{\circ}47'06''$ West, 432.63 feet (432.70' - deed) to the POINT of BEGINNING.

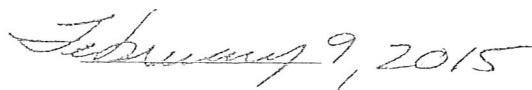
Containing 51,019 square feet or 1.17 acres, more or less.

Bearings used in the above description are based upon the California Coordinate System of 1983 (CCS83), Epoch 2010.00, Zone 3. Multiply grid distances shown above by 1.000056 to obtain ground distances.

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Joel Garcia, LS 5285



Date

License expires 12-31-15

