

RIGHT OF WAY CONTRACT

RW 8-3 (Rev. 6/95)

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Parcels: 074-130-056, 057 & 058 (Portions of)
Project Name: West Antioch Creek Channel Improvement
Project No.: 7579-6D8399

Grantors: Herman C. & Vivian M. Kwan, H/W as community property with right of survivorship & Ricky Y. Chiu & Donna Wai, H/W as community property with right of survivorship as tenants in common, as to Parcel 1 and Herman C. Kwan & Vivian M. Kwan, H/W as community property with right of survivorship, as to an undivided 50% interest & Ricky Y. Chiu & Donna Wai, H/W as community property with right of survivorship, as to an undivided 50% interest, as to Parcels 2 & 3.

Address: 800 & 804 O St., Antioch, CA

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

A document in the form of a Grant Deed dated August 29th, 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 Exhibits "A-F" attached hereto and incorporated herein by reference for the construction of the West Antioch Creek Channel Improvement Project, a public use for which District has the authority to exercise the power of eminent domain. Grantors are compelled to sell, and District is compelled to acquire the property.
2. The District shall:
 - (A) Pay the undersigned Grantors the sum of Seventy Eight Thousand Dollars and No/100 (\$78,000) (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 demand, be made payable to the mortgagee or beneficiary entitled thereunder; said mortgagee or beneficiary 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 \$176 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 Grantors 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 Grantors with the conditions of this contract. All rents and all security money collected by Grantors applicable to any period thereafter shall be paid to the District. Either party hereto collecting rents or security money to which the other party is entitled shall forthwith pay such 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 Grantors establish an escrow (Escrow) with Fidelity National Title Company, 191 Sand Creek Road, Suite 160, Brentwood, CA 94513 their Escrow No. FCHC-3081500198-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 Grantors 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.

Grantors hereby authorize District to prepare escrow instructions and file escrow instructions with said Title Company, on behalf of Grantors, 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, Grantors 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 the Grantors, conveying to County the property in fee simple absolute.
 - 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 Deeds, 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 Grantors the Purchase Price, less prorated amounts and charges to be paid by or on behalf of Grantors;
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- (E) Prepare and deliver to the District and to the Grantors 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 Grantors and the District and retain all funds and documents pending receipt of further instructions from the District.

8. With the exception of two apartment buildings located on the premises, both consisting of four occupied units, Grantors warrant that there are no other oral or written leases on all or any portion of the property exceeding a period of one month and the Grantors further agree 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 Grantors for a period exceeding one month.
9. The undersigned Grantors hereby agree and consent to the dismissal of any eminent domain action in the Superior Court wherein the herein described land is included and also waive any and all claims to any money that may now be on deposit in said action.
10. The Grantors hereby represent and warrant that during the period of Grantors' 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. Grantors further represent and warrant that Grantors have 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 Grantors 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

RIGHT OF WAY CONTRACT

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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:

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

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

APPROVED:

By _____
Julia R. Bueren
Chief Engineer

Date: _____
(Date of Approval)

GRANTORS

Herman C. & Vivian M. Kwan, H/W
Ricky Y. Chiu & Donna Wai, H/W

By Herman C. Kwan
Herman C. Kwan

By Vivian M. Kwan
Vivian M. Kwan

By Ricky Y. Chiu
Ricky Y. Chiu

By Donna Wai
Donna Wai

Date: 8/29/15

EXHIBIT "A"
PARCEL 5
FEE/RIGHT OF WAY ACQUISITION: LANDS OF KWAN and CHIU
APN 074-130-058- D.N. 2012-0286552 (PARCEL TWO)

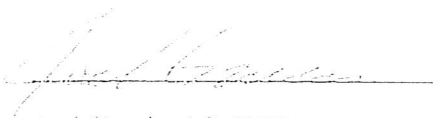
All that property situated in the City of Antioch, County of Contra Costa, State of California described as follows: Being a portion of that certain parcel of land described as Parcel Two in the Grant Deed originally recorded October 31, 2012 as Document No. 2012-0275172 and re-recorded with correction of Grantee on November 13, 2012 as Document No. 2012-0286552, in Contra Costa County Records, more particularly described as follows:

BEGINNING at the southwest corner of said parcel of land (D.N. 2012-0286552), thence, along the exterior boundary of said parcel the following two (2) courses: 1) North $00^{\circ}47'06''$ East, 12.50 feet, and 2) South $89^{\circ}11'24''$ East, 44.74 feet; thence, leaving said exterior boundary, South $41^{\circ}08'37''$ East, 16.81 feet to the southerly line of said parcel; thence, along said southerly line, North $89^{\circ}11'24''$ West, 55.97 feet to the POINT of BEGINNING.


Containing 629 square feet, 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



Date

License expires 12-31-15



Exhibit "B"

PARCEL 6
FEE/ RIGHT OF WAY ACQUISITION: LANDS OF KWAN and CHIU
APN 074-130-057- D.N. 2012-0286552 (PARCEL ONE)

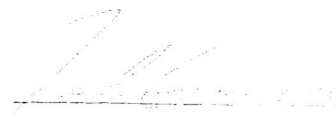
All that property situated in the City of Antioch, County of Contra Costa, State of California described as follows: Being a portion of that certain parcel of land described as Parcel One in the Grant Deed originally recorded October 31, 2012 as Document No. 2012-0275172 and re-recorded with correction of Grantee on November 13, 2012 as Document No. 2012-0286552, in Contra Costa County Records, more particularly described as follows

BEGINNING at the southwest corner of said parcel of land (D.N. 2012-0286552), thence, along the exterior boundary of said parcel the following two (2) courses: 1) North $00^{\circ}47'06''$ East, 42.00 feet, and 2) South $89^{\circ}11'24''$ East, 7.01 feet; thence, leaving said exterior boundary, South $41^{\circ}08'37''$ East, 56.47 feet to the southerly line of said parcel; thence, along said southerly line, North $89^{\circ}11'24''$ West, 44.74 feet to the POINT of BEGINNING..

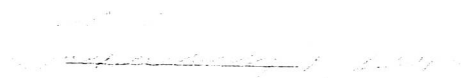
Containing 1.087 square feet or 0.02 acres, more or less.

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, L.S. 5285



Date

License expires 12-31-15



Exhibit "C"

PARCEL 7
FEE/ RIGHT OF WAY ACQUISITION
LANDS OF KWAN and CHIU
APN 074-130-056- D.N. 2012-0279089 (PARCEL ONE)

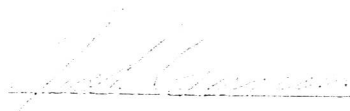
All that property situated in the City of Antioch, County of Contra Costa, State of California described as follows: Being a portion of that certain parcel of land described as Parcel One in the Grant Deed recorded November 2, 2012 as Document No. 2012-0279089, in Contra Costa County Records, more particularly described as follows:

BEGINNING at the southwest corner of said parcel of land (D.N. 2012-0279089), thence, along the westerly line of said parcel, North $00^{\circ}47'06''$ East, 7.80 feet; thence, leaving said westerly line, South $41^{\circ}08'37''$ East, 10.49 feet to the southerly line of said parcel; thence, along said southerly line, North $89^{\circ}11'24''$ West, 7.01 feet to the POINT of BEGINNING.


Containing 27 square feet, 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



EXHIBIT "D"
PARCEL 25
TEMPORARY CONSTRUCTION EASEMENT
LANDS OF KWAN and CHIU
APN 074-130-056: D.N. 2012-0279089 (PARCELS ONE and TWO)

All that property situated in the City of Antioch, County of Contra Costa, State of California described as follows: Being a portion of those certain parcels of land described as Parcel One and Two in the Grant Deed recorded November 2, 2012 as Document No. 2012-0279089, in Contra Costa County Records, more particularly described as follows:

PARCEL 25, 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 construction activities including but not limited to: structure demolition and repair, pavement repairs and restoration and slope repairs on, over and across the following described parcel of land:

A strip of land, twenty-five (25) feet in width, the westerly and southwesterly line of which is more particularly described as follows:

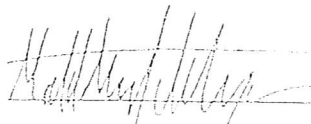
BEGINNING at the northwest corner of said parcel of land (D.N. 2012-0279089), thence, along the westerly line of said parcel, North $00^{\circ}47'06''$ East, 58.70 feet; thence, leaving said westerly line, South $41^{\circ}08'37''$ East, 10.49 feet to the southerly line of said parcel and the POINT of TERMINUS..

Containing 1,771 square feet, or 0.04 acers more or less.

The easterly and northeasterly line of above said strip is to be lengthened or shortened so as to terminate in the northerly and southerly lines of said parcel (D.N. 2012-0279089).

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.


Matthew J. Stringer, LS 8151



JUNE 23, 2015
Date

EXHIBIT "E"

PARCEL 26

TEMPORARY CONSTRUCTION EASEMENT: LANDS OF KWAN and CHIU APN 074-130-057: D.N. 2012-0286552 (PARCEL ONE)

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 One in the Grant Deed originally recorded October 31, 2012 as Document No. 2012-0275172 and re-recorded with correction of Grantee on November 13, 2012 as Document No. 2012-0286552, in Contra Costa County Records, more particularly described as follows

PARCEL 26, 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 construction activities including but not limited to: structure demolition and repair, pavement repairs and restoration and slope repairs on, over and across the following described parcel of land:

A strip of land, twenty (20) feet in width, the southwesterly line of which is more particularly described as follows:

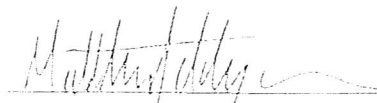
COMMENCING at the northwest corner of said parcel of land (D.N. 2012-0286552), thence, along the northerly line of said parcel South $89^{\circ}11'24''$ East, 7.01 feet to the POINT of BEGINNING thence, leaving said northerly line, South $41^{\circ}08'37''$ East, 56.47 feet to the southerly line of said parcel and the POINT of TERMINUS.

Containing 1,087 square feet or 0.02 acres, more or less.

The northeasterly line of above said strip is to be lengthened so as to terminate in the northerly and southerly lines of said parcel (D.N. 2012-0286552)

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.


Matthew J. Stringer, LS 8151



June 23, 2015
Date

EXHIBIT "F"

PARCEL 27

TEMPORARY CONSTRUCTION EASEMENT: LANDS OF KWAN and CHIU APN 074-130-058: D.N. 2012-0286552 (PARCEL TWO)

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 Two in the Grant Deed originally recorded October 31, 2012 as Document No. 2012-0275172 and re-recorded with correction of Grantee on November 13, 2012 as Document No. 2012-0286552, in Contra Costa County Records, more particularly described as follows:

PARCEL 27, 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 construction activities including but not limited to: fence and pavement repairs and restoration on, over and across the following described parcel of land:

A strip of land, twenty (20) feet in width, the southwesterly line of which is more particularly described as follows:


COMMENCING at the southwest corner of said parcel of land (D.N. 2012-0286552), thence, along the southerly line of said parcel, South $89^{\circ}11'24''$ East, 55.97 feet to the POINT of BEGINNING; thence, leaving said southerly line, North $41^{\circ}08'37''$ West, 16.81 feet to the northerly line of said parcel and the POINT of TERMINUS..

Containing 336 square feet, more or less.

The northeasterly line of above said strip is to be lengthened or shortened so as to terminate in the northerly and southerly lines of said parcel (D.N. 2012-0286552)

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, and under my direction, in conformance with the Professional Land Surveyors Act.


Matthew J. Stringer, LS 8151



JUNE 23, 2015
Date