

RECORDING REQUESTED BY

State of California

WHEN RECORDED, RETURN TO

Department of Transportation – District 4
Attn.: John Carlston
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**STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
JOINT USE AGREEMENT**

Space above this line for Recorder's Use

DIST: 04	Co: CC	RTE: 680	POST: 20.9	DOC. NO.: 41336-A
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Department of Transportation File No. (4-UT-1966.1)

THIS AGREEMENT, entered into this _____ day of _____, 2015, by and between Contra Costa County, a political subdivision of the State of California, hereinafter called "Owner" and the STATE OF CALIFORNIA, acting by and through its Department of Transportation, hereinafter called "State".

WITNESSETH

WHEREAS, Owner is in possession of certain rights of way for storm drain facilities, hereinafter referred to as "Owner's Facilities", and described as follows:

That portion of easement as described in the instrument recorded November 30, 1973 in Book 7102, Page 674, Official Records of Contra Costa County, which lies within that parcel of land as described in the Grant Deed (State Parcel No. 41336) to the State of California, recorded March 4, 1974 in Book 7169, Page 137, Official Records of Contra Costa County.

and

WHEREAS, State has acquired certain lands for highway purposes in the vicinity of Grayson Creek, in the County of Contra Costa on Interstate 680, hereinafter referred to as "highway right of way," which said highway right of way is subject to Owner's easement; and

WHEREAS, Owner's Facilities on said highway right of way may interfere with or obstruct the construction, reconstruction, maintenance or use of said highway, and State desires to eliminate such interference or obstruction.

NOW, THEREFORE, Owner and State hereby mutually agree as follows:

1. The location of Owner's easement so far as it now lies within said highway right of way be and it hereby is changed to the strip of land within said highway right of way hereinafter referred to as "new location," described as follows:

All that certain parcel labeled J.U.A. 41336-A, as shown on the plat map labeled Exhibit "A", attached hereto and hereby made a part hereof.

2. Owner relocated and/or reconstructed within said new location any of its facilities installed pursuant to Owner's easement within said highway right of way and Owner does hereby surrender and quitclaim to the State all of Owner's right, title and interest to maintain, operate, replace, repair and access Owner's Facilities in the old location within said highway right of way. Owner hereby consents to the construction, reconstruction, maintenance or use by State of a highway over, along and upon both the old location and the new location within said highway right of way upon and subject to the terms and conditions herein contained.
3. State acknowledges Owner's title to Owner's easement in said new location and priority of Owner's title over the title of State therein. Owner has and reserves the right and easement to use, in common with the public's use of said highway, said new location for all of the purposes for which Owner's easement was acquired, without need for any further permit or permission from State. Except in emergencies, Owner shall give reasonable notice to State before performing any work on Owner's facilities in said new location where such work will be performed in, on or over the traveled way or improved shoulders of said highway or will obstruct traffic. In all cases, Owner shall make adequate provision for the protection of the traveling public.
4. In the event that the future use of said highway shall at any time or times necessitate a rearrangement, relocation, reconstruction or removal of any of Owner's Facilities and the road approach thereto then existing in said area of joint use the State shall notify Owner in writing of such necessity and agree to reimburse Owner on demand for its costs incurred in complying with such notice. Owner will provide State with plans of its proposed rearrangement and an estimate of the cost thereof and, upon approval of such plans by State, Owner will promptly proceed to effect such rearrangement, relocation, reconstruction or removal. Owner shall make adequate provisions for the protection of the traveling public. No further permit or permission from State for such rearrangement shall be required and if such rearrangement shall require the relocation of any of Owner's Facilities outside of said area of common use, State will (1) enter into the standard form of Joint Use Agreement covering the new location of Owner's easement within the highway right of way, (2) provide executed document(s) granting to Owner good and sufficient easement outside of the highway right of way if necessary to replace Owner's easement or any part thereof, and (3) reimburse Owner for any Costs it may be required to expend to acquire such easement, provided it is mutually agreed in writing that Owner shall acquire such easement.

5. Except as expressly set forth herein, this Agreement shall not in any way alter, modify or terminate any provision of Owner's easement. Both State and Owner shall use said area of joint use in such a manner as not to interfere unreasonably with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which Owner or State may now have or may hereafter acquire resulting from the construction of additional facilities or the alteration of existing facilities by either State or Owner in such a manner as to cause and unreasonable interference with the use of said area of joint use by the other party.
6. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their respective officials thereunto duly authorized.

RECOMMENDED FOR APPROVAL:

**OWNER
CONTRA COSTA COUNTY**


**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

District Utility Coordinator



JESSICA L. DILLINGHAM
Senior Real Property Agent

JOHN O. CARLSTON
District Branch Chief
Utility Relocation Services



KAREN A. LAWS
Principal Real Property Agent

APPROVED:

**OWNER
CONTRA COSTA COUNTY**

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

Director of Transportation

By _____
JULIA R. BUEREN
Public Works Director

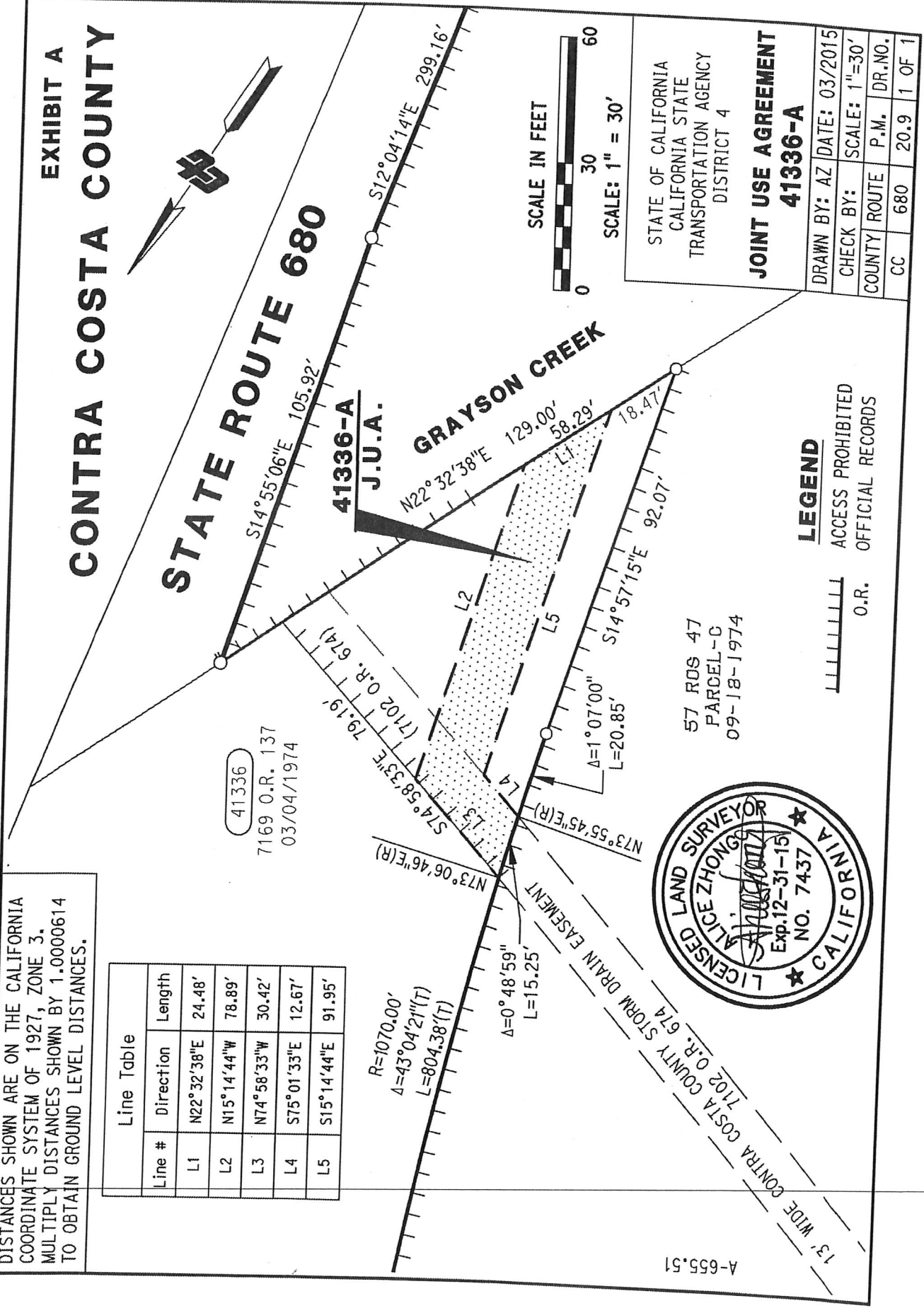
By _____
MARK L. WEAVER
Deputy District Director, Right of Way
Attorney in Fact

ADA Notice For individuals with disabilities, this document is available in alternate formats. For information call (916) 654-5413 Voice, CRS: 1-800-735-2929 or write Right of Way, 1120 N Street, MS-37, Sacramento, CA 95814.

EXHIBIT A CONTRA COSTA COUNTY

DISTANCES SHOWN ARE ON THE CALIFORNIA COORDINATE SYSTEM OF 1927, ZONE 3. MULTIPLY DISTANCES SHOWN BY 1.0000614 TO OBTAIN GROUND LEVEL DISTANCES.

Line Table		
Line #	Direction	Length
L1	N22°32'38"E	24.48'
L2	N15°14'44"W	78.89'
L3	N74°58'33"W	30.42'
L4	S75°01'33"E	12.67'
L5	S15°14'44"E	91.95'



A-655.51

Legal description for original location of JUA_41336-A

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