

RIGHT OF WAY CONTRACT

RW 8-3 (Rev. 6/95)

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Portions of Parcels: 074-040-025 and 036
Project Name: West Antioch Creek Channel Improvement
Project Number: 7579-6D8399

Grantor: Hall & Loads, Inc.
Address: 1400 W. 4th Street and
County Road, Antioch

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 of Easements dated Oct. 8, 2015 covering the property particularly described in the above instrument has been executed and delivered to Angela Bell, Assistant 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 Contra Costa County Flood Control and Water Conservation District (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 properties described and shown in Exhibits "A", "A-1", "B" and "B-1" attached hereto and incorporated herein by reference for purposes of two Permanent Access Easements, 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.
2. The District shall:
 - (A) Pay the undersigned Grantor the sum of Seventy Thousand Dollars and No/100 (\$70,000) (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 a note secured by mortgage or deed of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deed or mortgage 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 mortgage or deed of trust.
4. 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 conditions of this contract. All rents and all security money collected by Grantor 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.
5. By this Agreement, District and Grantor establish an escrow (Escrow) with Fidelity National Title Company 2150 John Glenn Drive, Suite 400 Concord, California, 94520, their Escrow Nos. FCHC-3081500197-DH and FCHC-3081550196-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.
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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 of Easements in recordable form and properly executed on behalf of Grantor, conveying to District the property, subject only to the Approved Exceptions in the preliminary title report nos. FCHC-3081500197-DH and FCHC-3081550196-DH dated March 25, 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.
6. 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 of Easements, marked for return to the District care of Angela Bell, Assistant 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;
 - (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.

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7. 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.
8. 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.
9. 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 Grantors 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's 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.

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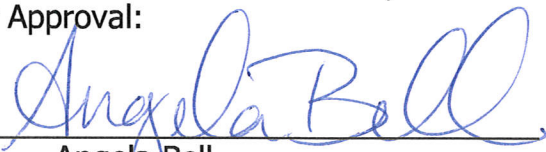
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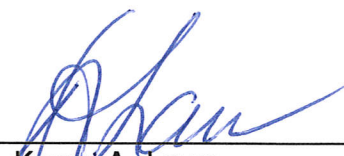
10. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the District, including the right to remove and dispose of improvements, shall commence November 1, 2015 and that the amount shown in 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 Board of Supervisors
for Approval:

By 
Angela Bell
Assistant Real Property Agent

By 
Karen A. Laws
Principal Real Property Agent

GRANTORS
Hall & Loads, Inc., a California
Corporation

By 
Case B. Swenson

By 
Lisa M. Swenson

Date: 10/8/15

APPROVED:

By _____
Julia R. Bueren
Chief Engineer

Date: _____
(Date of Approval)

WEST ANTIOCH CREEK PROJECT
APN 074-040-025 - HALL & LOADS, INC
PARCEL 15

EXHIBIT "A"
PARCEL 15
PERMANENT ACCESS EASEMENT
HALL and LOADS, INC.
APN 074-040-025 - DN 2015-0169749

A Permanent Access Easement to be used for the ingress and egress on, over and across the following described parcel of land:

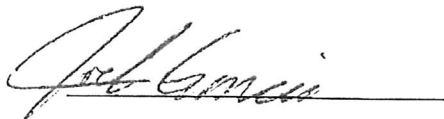
All that property situated in the City of Antioch, County of Contra Costa, State of California described as follows: Being all of that certain parcel of land described as Parcel Two and a portion of that certain parcel described as Parcel One, both in the Grant Deed to Hall & Loads, Inc., a California Corporation, recorded August 14, 2015 as Document No. 2015-0169749 in Contra Costa County Records, more particularly described as follows:

BEGINNING at the southwest corner of said Parcel Two (DN 2015-0169749); thence, along westerly line of said parcel, North 00°49'48" East, 488.52 feet; thence, leaving said westerly line, North 44°10'12" West, 122.79 feet to the southwesterly line of Parcel Four as said Parcel Four is described in above said document (DN 2015-0169749); thence, along said southwesterly line, along a non-tangent curve to the left, having radius 411.20 feet, from which the center bears North 22°03'13" East, through a central angle of 12°32'48", an arc distance of 90.04 feet to the northwest corner of said Parcel Two; thence along the exterior boundary of said parcel, the following three (3) courses: 1) South 89°10'12" East, 30.00 feet, 2) South 00°49'48" West, 552.18 feet and 3) North 89°07'45" West, 30.00 feet to the **POINT of BEGINNING**.

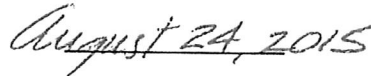
Containing 19,180 square feet or 0.44 acres, more or less.

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



Date

License expires 12-31-15

HALL & LOADS, INC
APN 074-040-025
DN 2015-0169749, PARCEL ONE

HALL & LOADS, INC
APN 074-040-025
DN 2015-0169749, PARCEL FOUR

STEIMAN/HUBBARD
APN 066-110-009
DN 88-217582

N 22°03'13" E (R)

HALL & LOADS, INC.
APN 074-040-025 DN 2015-0169749
PARCELS ONE AND TWO
PAE AREA= 0.44 AC

LINE TABLE

LINE	BEARING	DIST
L1	N 44°10'12" W	122.79'
L2	S 89°10'12" E	30.00'
L3	N 89°07'45" W	30.00'

CURVE TABLE

NO.	RADIUS	DELTA	LENGTH
C1	411.20'	12°32'48"	90.04'

LEGEND

PAE -PERMANENT ACCESS EASEMENT
POB -POINT OF BEGINNING
APN -ASSESSOR'S PARCEL NUMBER
DN -DOCUMENT NUMBER
OR -OFFICIAL RECORDS
R/W - RIGHT OF WAY



SCALE: 1"=100'



STEIMAN/HUBBARD
APN 066-110-005
DN 88-217582

N 00°49'48" E 488.52'

DN 2015-0169749, PARCEL TWO

S 00°49'48" W 552.18'

EXISTING R/W

POB

L3

4TH STREET

Mark
Thomas &
Company,
Inc.

PERMANENT ACCESS EASEMENT
CITY OF ANTIOCH-PARCEL 15
HALL & LOADS, INC-PARCEL 1 AND 2
DN 2015-0169749 APN 074-040-025

Contra Costa Co.
California

Scale: 1"=100'
Date 08/24/15
Checked By MM

EXHIBIT "B"
Plat to Accompany Legal Description

08/24/2015
Sht. 1 of 1 Shts

Exhibit "A-1"

PARCEL 16 - PERMANENT ACCESS EASEMENT
HALL & LOADS, INC.
APN 074-040-036 - DN 2015-0169749

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 Four in the Grant Deed to Hall & Loads, Inc., a California Corporation, recorded August 14, 2015 as Document No. 2015-0169749 in Contra Costa County Records, more particularly described as follows:

PARCEL 16- PERMANENT ACCESS EASEMENT

A Permanent Access Easement for purposes of ingress and egress, in, on, over and across the following described parcel of land:

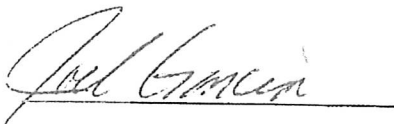
A strip of land, the westerly and southwesterly line of which is more particularly described as follows:

COMMENCING at the southeasterly corner of said parcel of land (DN 2015-0169749); thence, along southwesterly line of said parcel, along a non-tangent curve to the right, having radius 411.20 feet, from which the center bears North 09°30'25" East, through a central angle of 4°15'24", an arc distance of 30.55 feet to the **POINT OF BEGINNING**; thence, leaving said southwesterly line, North 00°49'48" East, 170.01 feet; thence, North 37°54'46" West, 77.82 feet; thence, North 42°53'38" West, 82.91 feet; thence, North 48°31'27" West, 111.53 feet; thence, North 67°10'21" West, 206.07 feet to said southwesterly line of Parcel Four and the **POINT OF TERMINUS**.

Containing 20,874 square feet or 0.48 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.



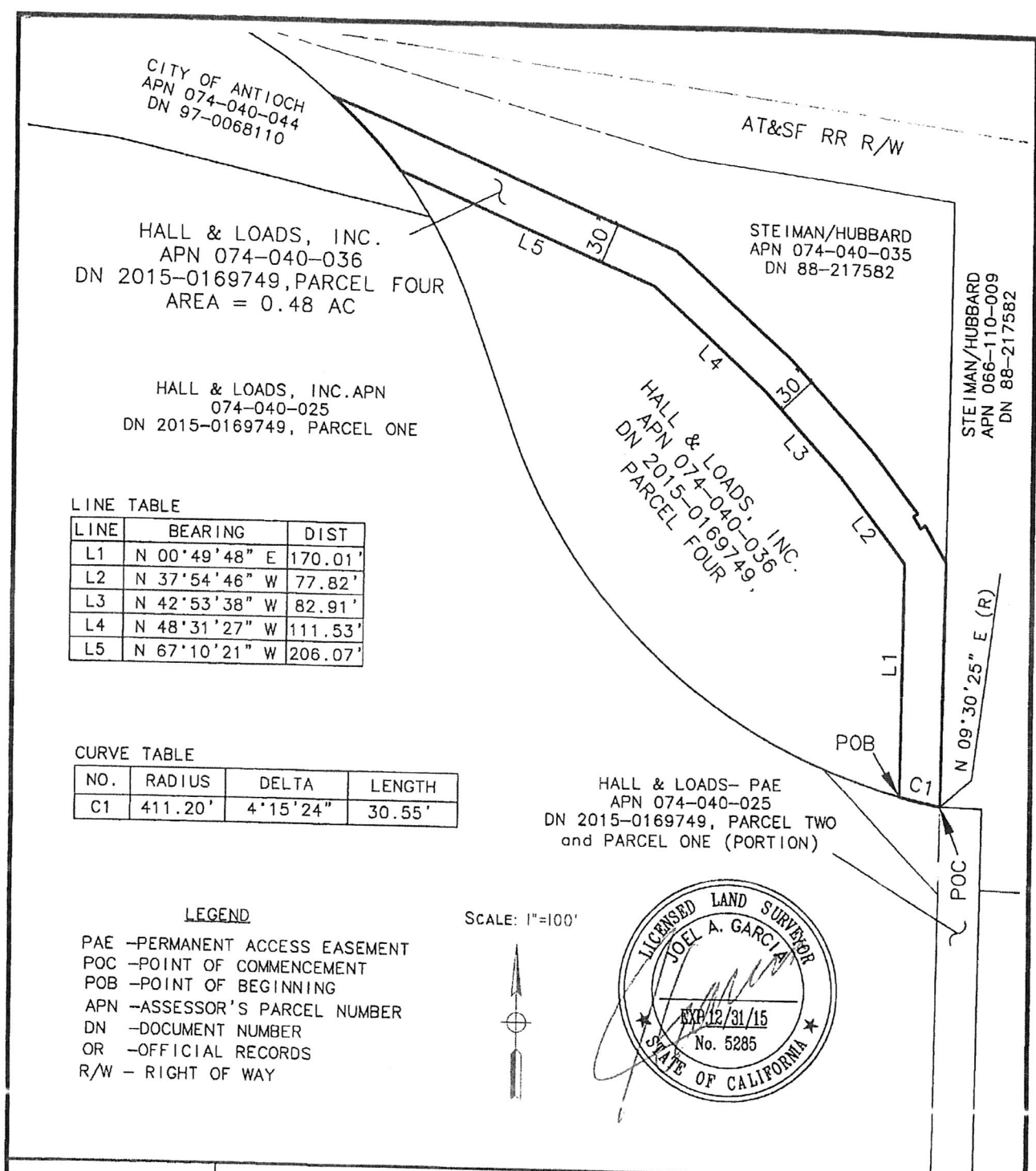
Joel Garcia, LS 5285

License expires 12-31-15

September 8, 2015

Date





Mark Thomas & Company, Inc.	PERMANENT ACCESS EASEMENT CITY OF ANTIOCH-PARCEL 16 HALL & LOADS, PARCEL FOUR DN 2015-0169749 APN 074-040-036	Contra Costa Co. California
Scale: 1"=100' Date 09/08/15 Checked By MM	Exhibit "B-1" Plat to Accompany Legal Description	09/08/2015 Sht. 1 of 1 Shts