

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

\_\_\_\_\_, 2016

Grantor: Hall & Loads, Inc.  
Address: 1400 W. 4<sup>th</sup> Street, Antioch  
Project: West Antioch Creek Channel Improvements  
Project No.: 7579-6D8399  
Ptn. of Parcels: 074-040-025 and 036

**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 Easement, dated October 8, 2015, covering the property particularly described in the above instrument (Property) has been executed and delivered to Angela Bell, Assistant Real Property Agent for Contra Costa County (County).

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

- A. (1) 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.
- (2) District requires Property for the purpose 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.
- B. The District shall:
  - 1. Pay the undersigned Grantor the sum of Seventy Thousand Dollars (\$70,000) for the property or interest therein as conveyed by the above document when title to said property or interest vests in the District. Title to be taken subject to Grantor's underlying fee title and:
    - a) Covenants, conditions, restrictions and reservations of record, if any.
    - b) Easements or rights of way of record over said property.
- C. 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.

D. 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.

E. 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 on February 2, 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, from said date.

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

GRANTORS  
Hall & Loads, Inc.,  
a California Corporation

By \_\_\_\_\_  
Angela Bell  
Assistant Real Property Agent

By \_\_\_\_\_  
Casey B. Swenson

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

By \_\_\_\_\_  
Lisa M. Swenson

Date: \_\_\_\_\_

APPROVED:

By \_\_\_\_\_  
Julia R. Bueren  
Chief Engineer

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

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