

Recorded at the request of:
Contra Costa County

Return to:
Contra Costa County
Public Works Department
Real Estate Division
255 Glacier Drive
Martinez, CA 94553
Attn: Olivia D. Reynolds

Assessor's Parcel No.: 408-170-066 (portions of)

GRANT OF EASEMENT

THIS INDENTURE, made by and between **EAST BAY REGIONAL PARK DISTRICT**, a California special district, hereinafter called the Grantor, and **CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**, a flood control district, organized under the laws of the State of California, hereinafter called the Grantee,

WITNESSETH:

That the Grantor, for value received, hereby grants to the Grantee, successors and assigns a perpetual easement and right of way for ingress and egress and maintenance purposes (not to be exclusive) over and across that certain real property in the County of Contra Costa, State of California, described as follows (the "Easement Parcel"):

FOR DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

NOW, THEREFORE, Grantor and Grantee make the following Agreement:

AGREEMENT

Grantor, for a good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, hereby grants to Grantee a non-exclusive easement and right-of-way (the "Easement") for the purposes of entering upon and traversing upon the Easement Parcel to gain access to construct and maintain a berm located on a portion of Assessor's Parcel No. 408-170-066.

Grantee agrees to repair any damage to the Easement Parcel, including Grantor's property, directly resulting from its utilization of the Easement Parcel as set forth in this agreement.

Grantee shall be solely responsible for all costs related to the installation and ongoing maintenance of the improvements (levee earthen berm) to be installed on the Easement Parcel. Grantee shall provide ongoing maintenance as dictated by Grantor's Fire Department for public safety purposes which includes weed abatement using a mower or weed eater, with material mulched and scattered on the Easement Parcel. Easement Parcel may require additional abatement by Grantee during fire season due to regrowth of weeds and other flammable vegetation.

Grantee shall indemnify, save, protect, defend and hold harmless Grantor, its board, officers, employees, agents, and contractors from and against any and all loss, liability, expense, claims, costs, suits, and damages, including attorneys' fees, arising out of or connected to Grantee, its board, officers, employees, agents, contractors, invitees, and guests use, activities or improvements undertaken pursuant to this Agreement; excepting such claims to the extent arising from the negligence of the Grantor, its board, officers, employees agents, and contractors.

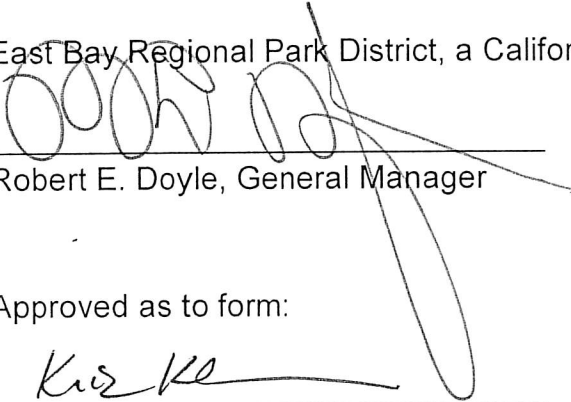
Grantor shall indemnify, save, protect, defend and hold harmless Grantee, its board, officers, employees, agents, and contractors from and against any and all loss, liability, expense, claims, costs, suits, and damages, including attorneys' fees, arising out of or connected to Grantor, its board, officers, employees, agents, contractors, invitees, and guests use, activities or improvements undertaken pursuant to this Agreement; excepting such claims to the extent arising from the negligence of the Grantee, its board, officers, employees agents, and contractors.

This instrument shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of Grantor and on the successors and assigns of Grantee.

TO HAVE AND TO HOLD, all and singular, the rights above described unto the Grantee and the Grantee's successors and assigns forever.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 9th day of August, 2017.

East Bay Regional Park District, a California special district


Robert E. Doyle, General Manager

Approved as to form:


Kristina Kelchner, Assistant District Counsel

ABOVE SIGNATURES MUST BE NOTARIZED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

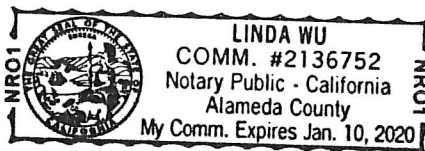
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Alameda)
On August 9, 2017 before me, Linda Wu, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Robert E. Doyle
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____