

WHEN RECORDED MAIL TO

[Contra Costa County
Public Works Department
Real Estate Division
255 Glacier Drive
Martinez, CA 94553
] Attn: Olivia D. Reynolds-Freeman]

OFFICIAL STATE BUSINESS – EXEMPT FROM RECORDING FEES
PURSUANT TO GOVT. CODE SECTION 27383 AND DOCUMENTARY
TRANSFER TAX PURSUANT TO REVENUE AND TAXATION CODE SECTION 11922

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AGREEMENT AND GRANT OF EASEMENT

Agency: Department of Parks and Recreation
Project: **017149- Marsh Creek Road**
Shoulder Widening
Marsh Creek State Park (254)
File: 254-2013-017149

Assessor Parcel No.: Portions of **007-380-011 & 012, Contra Costa County**

For valuable consideration previously rendered, this AGREEMENT AND GRANT OF EASEMENT is made and entered into by and between the STATE OF CALIFORNIA, acting by and through the DEPARTMENT OF PARKS AND RECREATION hereinafter called State, and CONTRA COSTA COUNTY (a political subdivision of the State of California) hereinafter called GRANTEE.

This Agreement and Grant of Easement must be recorded concurrently with a Quitclaim Deed for portions of the same assessor parcel numbers identified above or this document is null and void. This document revises previously agreed to legal descriptions.

State, pursuant to the provisions of Public Resources Code Section 5012 hereby grants unto Grantee, its successors and assigns forever beginning on the date of recordation of this instrument, a non-exclusive easement to locate, relocate, construct, reconstruct, alter, use, maintain, inspect, repair and remove, a public roadway and appurtenances thereto and for poleline anchorage purposes, all necessary and proper cross arms, braces, anchors, guys and other fixtures deemed necessary therefor by Grantee, over, on, under and across that certain real property situated in the unincorporated area, County of Contra Costa, State of California, as described in the attached Exhibit "A", (the Premises) consisting of six (6) pages, and by this reference made a part hereof.

THIS AGREEMENT AND GRANT OF EASEMENT ARE SUBJECT TO THE TERMS AND CONDITIONS ON THE FOLLOWING THREE (3) PAGES.

Dated _____

GRANTOR:
STATE OF CALIFORNIA
Department of Parks and Recreation

GRANTEE:
CONTRA COSTA COUNTY

By _____
Name: Brian Dewey , Assistant Deputy Director
Title: Acquisition and Development

By _____
Name: Federal D. Glover
Chairman, Board of Supervisors

I hereby certify that all conditions for exemption have been complied with and this document is exempt from the Department of General Services approval.

By: _____
Name: Brian Dewey, Assistant Deputy Director
Title: Acquisition and Development

PROVIDED, this Grant of Easement is subject to the following terms and conditions:

1. This Easement is subject to existing contracts, leases, licenses, easements, encumbrances, and claims which may affect said Premises and the use of the word "Grant" herein shall not be construed as a covenant against the existence of any thereof.
2. GRANTEE waives all claims against State, its officers, agents, and/or employees for any and all loss, injury, death or damage caused by, arising out of, or in any way connected with the Premises or Grantee's implementation or exercise of the Easement rights granted herein. Grantee shall protect, save hold harmless, indemnify, and defend State, its officers, agents and and/or employees, from and against any and all loss, damage, claims, demands, liability, and costs including, without limitation, all legal fees, expert witness fees, or consultant fees and expenses related to the response to, settlement, and/or defense of any claims, legal actions, or liability, which may be suffered or incurred by State, its officers, agents and/or employees caused by, arising out of, or in any way connected with this Agreement and Right of Easement, Grantee's use or occupation of the Premises or implementation or exercise by Grantee of the Easement rights hereby granted, except those arising out of the sole active negligence or willful misconduct of State. Further, Grantee shall cause such indemnification and waiver of claims in favor of the State to be inserted in each contract Grantee executes in connection with Grantee's exercise of the rights granted herein. The obligations contained in this section shall survive termination of the Easement.
3. State reserves the right to use said Premises in any manner, provided such use does not unreasonably interfere with Grantee's Easement rights hereunder.
4. State reserves the right to require Grantee, at State's expense, to remove and relocate all improvements placed by Grantee upon said Premises, upon determination by State that the same interfere with future development of State's property. Within 360 days after State's written notice and demand for removal and relocation of the improvements, Grantee shall remove and relocate the improvements to a feasible location on the property of State, as designated by State, and State shall furnish Grantee with an easement in such new location on the same terms and conditions as herein stated, all without cost to Grantee, and Grantee thereupon shall quitclaim to State the Easement herein granted.
5. This Easement shall automatically terminate in the event GRANTEE fails for a continuous period of 18 months to use this Easement for the purposes herein granted. Within 90 days after receiving written notice of such termination from State, Grantee shall deliver to State a fully executed quitclaim deed to all of Grantee's right, title and interest hereunder, in a form approved by State and shall, without cost to State, remove all personal property and improvements placed by or for Grantee upon said Premises and restore said Premises as nearly as possible to the same condition they were in prior to the execution of this Easement, unless otherwise agreed to in writing by the State. In the event Grantee should fail to remove the property and improvements and restore the premises within 90 days, State may at its sole discretion, do so at the risk of Grantee, and all costs of such removal and restoration shall be paid by Grantee within 10 days of receiving written demand by State. The obligations to quitclaim this Easement, remove all personal property and improvements, restore the Premises, and reimburse State for any costs incurred by State for removal and/or restoration, shall survive termination of this Easement.
6. In making any excavation on the Premises, Grantee shall make all excavation activities available to the State archaeologist for observation and monitoring. During excavation, the State archaeological monitor may observe and report to the State on all excavation. State archaeological monitor shall be empowered to stop construction activities in the event the monitor determines that significant cultural resources are being disturbed. In the event that significant cultural resources are being disturbed, all work within thirty feet (30') of the find shall be immediately halted.

Should Grantee or its contractors find any cultural or historical resources, or suspected cultural or historical resources, in the absence of a State archaeologist, Grantee shall halt all work within thirty feet (30') of the find and immediately notify the State Park Archaeologist or State Park Ranger. Cultural resources include, but are not limited to prehistoric deposits containing bone, flaked stone, or ground stone, historic deposits, and any other historical or archaeological artifacts. Grantee shall not resume in the area of the find until authorized by the State archaeologist. Should human bone or bones of questionable appearance be disturbed during excavation, Grantee shall immediately notify the District Superintendent of the state park and halt ALL excavation until Health and Safety Code section 7050.5, Public Resources Code sections 5097 et seq. and 5097.9 et seq. and

any applicable protocols, guidelines and channels of communication outlined by the California Native American Heritage Commission have been complied with and State archaeologist has authorized work to resume.

The Grantee or Grantee's contractor shall provide a work schedule to State so the State archaeological monitor can arrange to be on site on the necessary days. Grantee agrees to include the State archaeologist in any preconstruction meeting with the prime or subcontractors. The Grantee shall provide the State archaeologist with at least two weeks notice prior to the work start date.

7. State may terminate this Easement in the event of a breach or default of the terms of this Agreement and Grant of Easement by Grantee if such breach or default continues for more than 30 days after State has given Grantee written notice of such breach or default. However, if the nature of Grantee's breach or default is such that more than 30 days is required for its cure, then Grantee shall not be deemed to be in breach or default if Grantee commences such cure within such 30-day period and diligently proceeds with such cure to completion. A failure of State to enforce any term, covenant, or provision of this Agreement and Grant of Easement against Grantee shall not constitute a waiver of that term, covenant, or condition. A waiver by State of any breach or default by Grantee or any term, covenant or provision of this Agreement and Grant of Easement shall not be deemed a waiver of any other breach or default or any term, covenant or provision in any other instance. Any waiver by State shall not be effective unless in writing and signed by an authorized State representative.
8. Grantee understands that said Easement is within Marsh Creek State Park, a state park, and Grantee agrees to abide by certain regulations and restrictions concerning Grantee's access to and use of said Easement as follows:
 - a. Use of said roads or routes by Grantee shall be restricted to that use reasonably necessary in connection with the construction, operation, maintenance and repair of said described Public Roadway Easement described herein.
9. This Agreement and Grant of Easement will be governed and construed by the laws of the State of California.
10. If any party brings an action to enforce or interpret the terms of this Agreement and Grant of Easement or to declare rights under this Agreement and Grant of Easement, including any action in bankruptcy court, and together with the appeal of any such action, the prevailing party shall be entitled to its reasonable attorney fees and costs as fixed by the court.
11. Grantee shall be solely responsible for obtaining all applicable authorizations necessary to enjoy this Easement and shall comply with all applicable laws, including, but not limited to, all state and federal environmental laws, and all laws and government orders applicable to the use, storage, transportation and disposal of any hazardous substance. The release of non-pesticide petrochemicals on the Premises or state park lands is prohibited. All refueling operations shall have a spill plan signed by a registered engineer and shall use a liner in the secondary container design. Grantee shall immediately notify State in writing in the event of any spill or other incident involving hazardous substance contamination or violation of law, and shall undertake the appropriate remedial actions.
12. a. All written notices or other communications required or permitted hereunder shall be personally delivered (including by means of professional messenger service) or sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested, to the addresses set forth below:

TO GRANTOR:

California Department of Parks and Recreation
Bay Area District
845 Petaluma Avenue
Petaluma, CA 94954
(707) 769-5652

TO GRANTEE:

Contra Costa County
Public Works Department
Real Estate Division
255 Glacier Drive
Martinez, CA 94553
(925) 313-2000

With a copy to:

California Department of Parks and Recreation
Acquisition and Real Property Services Division
One Capitol Mall, Ste. 410
Sacramento, CA 95814
(916) 327-7302

- b. All written notices or other communications shall be deemed received upon the earlier of (1) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice, or (2) if mailed as provided above, on the date of receipt or rejection, when received by the other party if received Monday through Friday between 6:00 a.m. and 5:00 p.m. Pacific Time so long as such day is not a state or federal holiday and otherwise on the next day provided that if the next day is Saturday, Sunday, or a state or federal holiday, such notice shall be effective on the following business day.
 - c. Oral notices shall be effective upon receipt.
- 13. Grantee shall not let or sublet, or grant any licenses or permits with respect to the use or occupancy of said Premises or any operation thereof, without the prior written consent of State. This Easement shall not be assigned, mortgaged, hypothecated or transferred by Grantee, whether voluntarily or involuntarily by operation of law, except as expressly provided herein or with the express written consent of State, with the exception of an allowable transfer to PG&E.
 - 14. If any term, condition or provision of this Agreement and Grant of Easement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement and Grant of Easement shall not be affected thereby, and shall remain valid and enforceable to the fullest extent permitted by law.
 - 15. Time is of the essence in this Agreement and Grant of Easement and each and all of its terms or conditions in which performance is a factor.
 - 16. The person signing on behalf of Grantee warrants that he/she has authority to accept this Agreement and Grant of Easement on behalf of Grantee and to bind the Grantee to the terms and conditions of this Agreement and Grant of Easement

Exhibit "A"

Real property in an unincorporated area of the County of Contra Costa, State of California, being a portion of Section 3, Township 1 South, Range 2 East, Mount Diablo Meridian, also being a portion of the property described in the deed to the State of California, filed November 20, 2002 in Recorder's Series Number 2002-438117, Contra Costa County records, described as follows:

Parcel Twelve – Utility Easement

Commencing at the northwest corner of Parcel 3, a Roadway Easement, as described in the Agreement and Grant of Easement from the State of California to Contra Costa County recorded October 11, 2011 as Document 2011-0211373-00, said corner being on the southerly right of way line of Marsh Creek Road (295 OR 303); thence from said Point of Commencement northwesterly along said right of way line north 75°33'00" west (said bearing being taken for purposes of this description), 26.65 feet to the Point of Beginning; thence from said Point of Beginning continuing northwesterly along said right of way line north 75°33'00" west, 5.00 feet; thence leaving said right of way line south 14°27'00" west, 10.00 feet; thence south 75°33'00" east, 5.00 feet; thence north 14°27'00" east, 10.00 feet to the Point of Beginning.

Containing an area of 50 square feet of land, more or less.

Parcel Thirteen – Utility Easement

Commencing at the most westerly corner of Parcel 2, a Roadway Easement, as described in the Agreement and Grant of Easement from the State of California to Contra Costa County recorded October 11, 2011 as Document 2011-0211373-00, said corner being on the northerly right of way line of Marsh Creek Road (295 OR 303); thence from said Point of Commencement southwesterly along said right of way line south 60°25'00" west (said bearing being taken for purposes of this description), 133.85 feet to the Point of Beginning; thence from said Point of Beginning continuing southwesterly along said right of way south 60°25'00" west, 5.08 feet; thence leaving said right of way line north 19°27'34" west, 10.00 feet; thence north 60°25'00" east, 5.08 feet; thence south 19°27'34" east, 10.00 feet to the Point of Beginning.

Containing an area of 50 square feet of land, more or less.

This real property description has been prepared by me or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: 

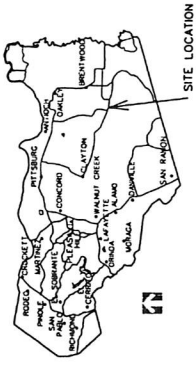
Licensed Land Surveyor
Contra Costa County Public Works Department

Date: 6/17/13



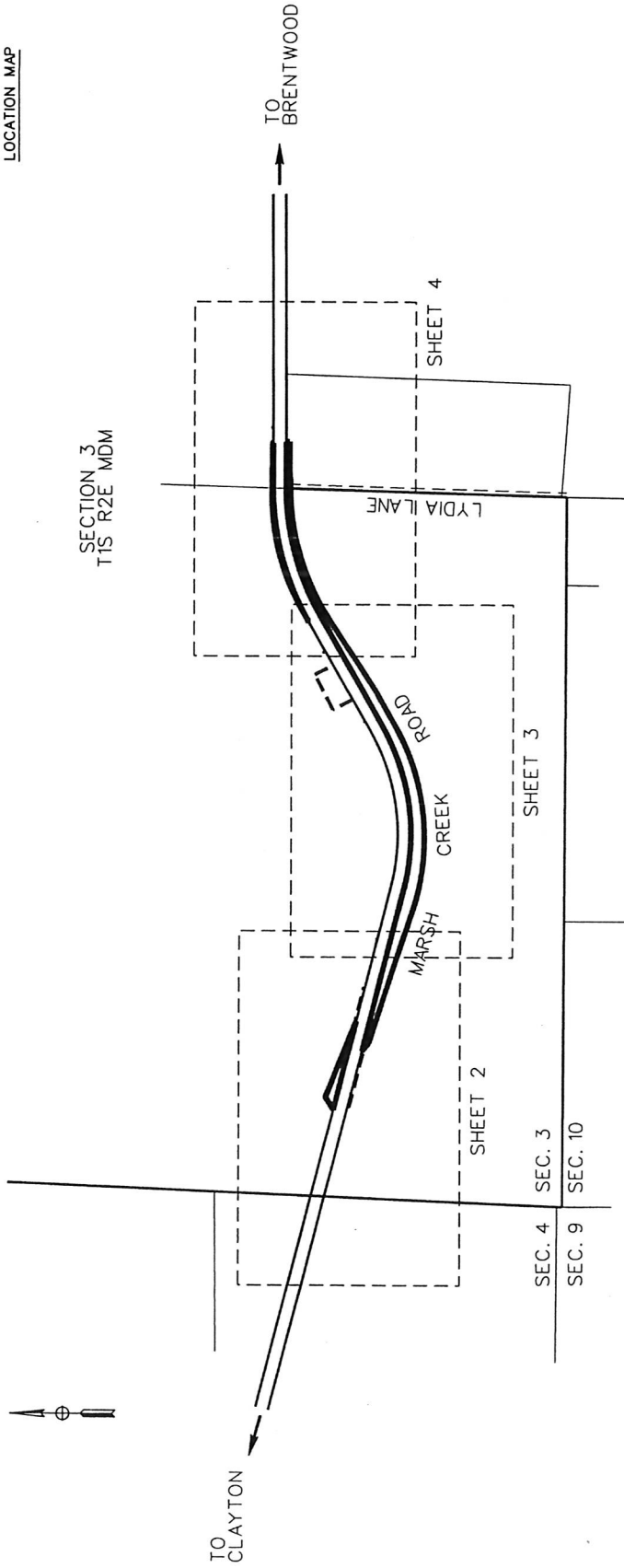
MARSH CREEK ROAD RIGHT OF WAY CONTRA COSTA COUNTY, CALIFORNIA

CONTRA COSTA COUNTY
CALIFORNIA



SITE LOCATION

LOCATION MAP



SECTION 3
T1S R2E MDM

△ BASIS OF BEARINGS
THE BASIS OF BEARINGS FOR THIS MAP IS TAKEN BETWEEN
C.C.O. GPS CONTROL POINTS 41 AND 42 BEING
LOCATED AT THE CORNER OF THE INTERSECTION OF
THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83) AS
ESTABLISHED BY THE STATE OF CALIFORNIA AND THE
NAD 83 DATUM. THE BEARING IS 99°02'40.0822".

REVISIONS

NO.	DESCRIPTION	BY	DATE
1	INITIALS	DATE	DATE
2	UNLESS INDICATED OTHERWISE	DATE	DATE
3	SCALE: 1"=200'	DATE	DATE



LICENSED LAND SURVEYOR

DATE

CONTRA COSTA COUNTY
PUBLIC WORKS DEPARTMENT
255 GLACIER DRIVE 94555
MARTINEZ, CALIFORNIA

CONTRA COSTA COUNTY	PROJECT NO.	FILE NO.	SHEET 1 OF 4
MARSH CREEK ROAD	RW3971A-2010		
REALIGNMENT WEST OF LYDIA LANE			
RIGHT OF WAY			

ORIGINAL SCALE IN INCHES	0	100	200	300	350	400
BASE MAP	Q24	620	214			

PROJECT DATE: 10/23/2010 10:23:23

SECTION 3 T1S R2E MDM

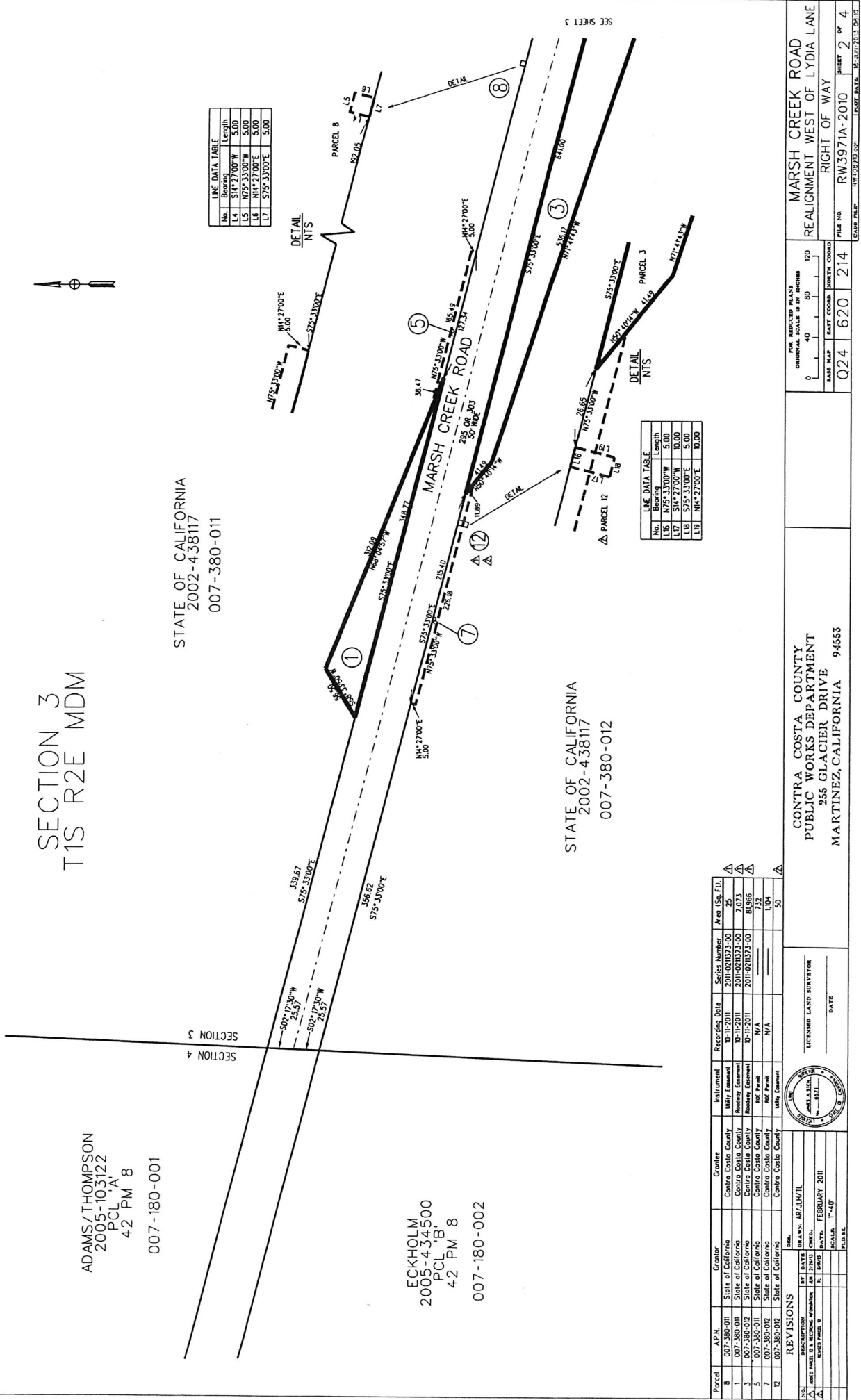
ADAMS/THOMPSON
2005-103122
PCL 'A'
42 PM 8
007-180-001

STATE OF CALIFORNIA
2002-438117
007-380-011

ECKHOLM
2005-434500
PCL 'B'
42 PM 8
007-180-002

No.	Bearing	Length
L4	S4°27'00"W	5.00
L5	N75°33'00"E	5.00
L6	NH°27'00"E	5.00
L7	S75°33'00"E	5.00

No.	Bearing	Length
L8	N75°33'00"W	5.00
L9	S4°27'00"W	5.00
L10	S75°33'00"E	5.00
L11	NH°27'00"E	5.00



CONTRA COSTA COUNTY
PUBLIC WORKS DEPARTMENT
955 GLACIER DRIVE
MARTINEZ, CALIFORNIA 94553

MARSH CREEK ROAD
REALIGNMENT WEST OF LYDIA LANE
RIGHT OF WAY

DATE	BY	SCALE	FILE NO.	SHEET OF
Q24	620	214	RW3971A-2010	2 OF 4

Parcel	A.P.N.	Grantor	Grantee	Instrument	Recording Date	Series Number	Area (Sq. Ft.)
8	007-380-011	State of California	Contra Costa County	Utility Easement	10-11-2011	2011-021373-00	25
1	007-380-011	State of California	Contra Costa County	Right-of-Way Easement	10-11-2011	2011-021373-00	7,073
3	007-380-012	State of California	Contra Costa County	Right-of-Way Easement	10-11-2011	2011-021373-00	81,966
5	007-380-011	State of California	Contra Costa County	Right-of-Way Easement	N/A		732
7	007-380-012	State of California	Contra Costa County	Right-of-Way Easement	N/A		1,804
12	007-380-012	State of California	Contra Costa County	Utility Easement	N/A		50

LICENSED LAND SURVEYOR
DATE



DATE
FEBRUARY 2011
SCALE 1"=40'

REVISIONS

NO.	DESCRIPTION	DATE	BY	SCALE
1	ISSUED FOR RECORD	1/1/2011	DATE	SCALE

STATE OF CALIFORNIA
2002-43817
007-380-011

LINE DATA TABLE		
No.	Bearing	Length
L16	S60°25'00"W	5.08
L17	N19°27'34"W	10.00
L18	N60°25'00"E	5.08
L19	S19°27'34"E	10.00

LINE DATA TABLE		
No.	Bearing	Length
L8	S29° 35'00"E	5.00
L9	S60° 25'00"W	5.00
L10	N29° 35'00"W	5.00
L11	N60° 25'00"E	5.00

LINE DATA TABLE		
No.	Bearing	Length
L1	S09° 47' 40" E	5.00
L2	S80° 12' 20" W	5.00
L3	N09° 47' 40" W	5.00

No.	Radius	Delta	Length

FILE NO	RW3971A-2010	SHEET 3 OF 4
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FOR REDUCED PLANS
ORIGINAL SCALE IS IN INCHES

0 40 80 120

BASIS MAP	EAST COORD.	NORTH COORD.
Q24	620	214

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UNTY
TMENT
E 94553

CONTRA COSTA COUNTY
PUBLIC WORKS DEPARTMENT
255 GLACIER DRIVE
MARTINEZ, CALIFORNIA


25	MA
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OUTLINE

LICENSED LAND SURVEYOR

DATE

1967
JAMES A. STEIN
#571
1967

DATE	DES.		CONTRO COSTA COUNTY
DRAWN	AR/JLH/TL		
CHECKED			
DATE	FEBRUARY 2011		
SCALE	1"=40'		
PLD. NO.			

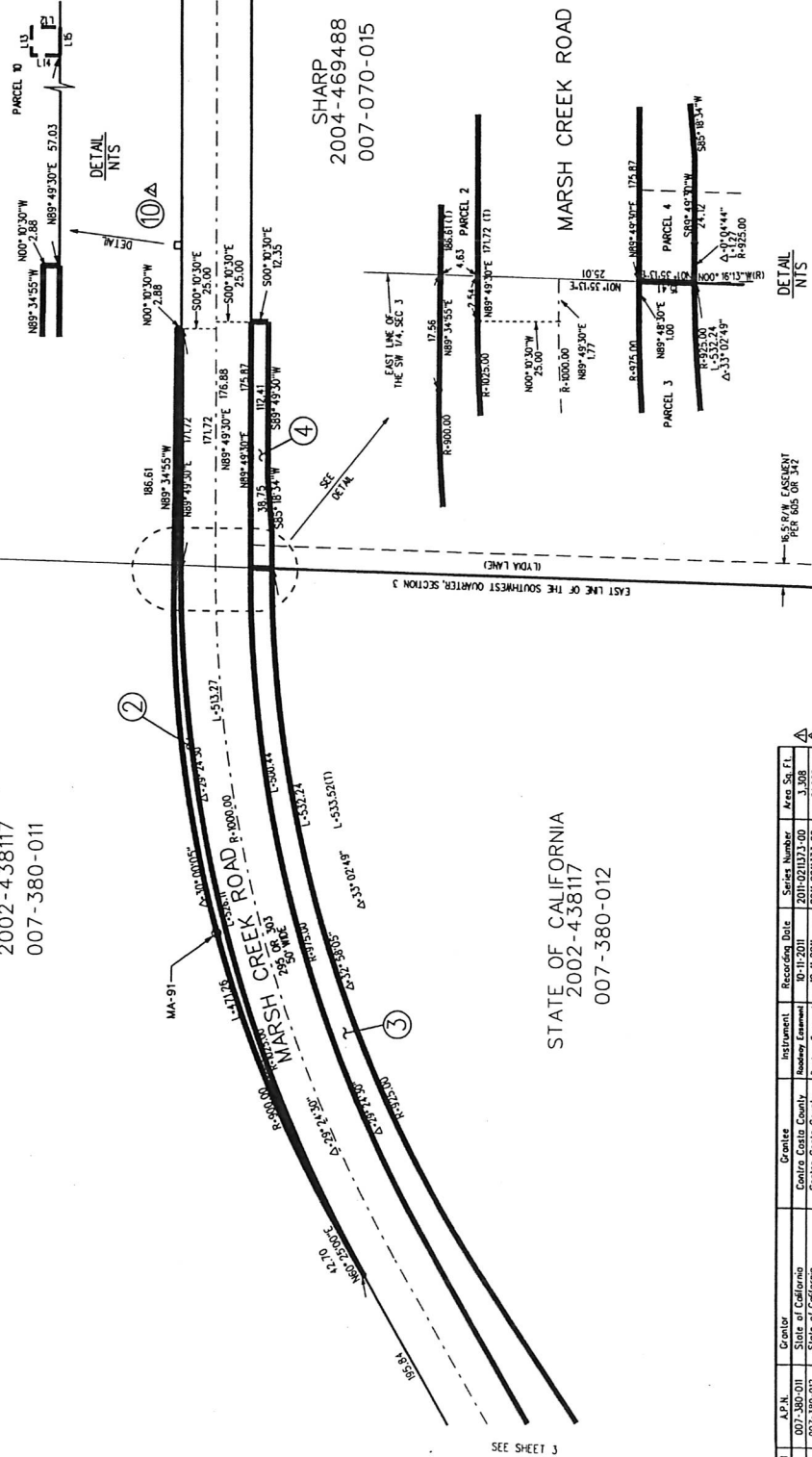
3	007-300-011	31010 0			
REVISONS					
NO.	DESCRIPTION	BY	DATE		
A	SET SHEET 1		JAN 2		
A	QUOTING PARCEL 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 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SECTION 3 T1S R2E MDM

STATE OF CALIFORNIA
2002-438117
007-380-011

STATE OF CALIFORNIA
2002-438117
007-380-012

LINE DATA TABLE		
No.	Beginning	Length
12	S00°10'30"E	5.00
13	S89°49'30"W	5.00
14	N00°10'30"W	5.00
15	N89°49'30"E	5.00



Parcel	A.P.N.	Grantor	Instrument	Recorded Date	Series Number	Area, Sq. Ft.
2	007-380-011	State of California	Recorded	10-11-2011	2011-0211373-00	3,308
3	007-380-012	State of California	Recorded	10-11-2011	2011-0211373-00	81,966
4	007-070-015	Sharp	Recorded	6-11-2011	2011-018775-00	2,311
10	007-380-011	State of California	Unlabeled	10-11-2011	2011-0211373-00	25
10	007-380-011	State of California	Unlabeled	10-11-2011	2011-0211373-00	25

REVISIONS		DATE	BY	REASON
NO.	DESCRIPTION	DATE	BY	REASON
1	SET UP	1/11/11	JML	1/11/11
2	QUICK MEAS	1/11/11	JML	1/11/11
3	QUICK MEAS	1/11/11	JML	1/11/11
4	QUICK MEAS	1/11/11	JML	1/11/11

LICENSED LAND SURVEYOR
DATE



DATE
FEBRUARY 2011
SCALE: 1"=40'

FILE NO.

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