

RIGHT OF WAY CONTRACT - STATE HIGHWAY - TEMPORARY EASEMENT

RW 8-4 (6/95)

_____, California

Dist.	Co.	Rte.	P.M.	Exp. Auth. (Project)
04	CC	4	12.9	229119 (0414000130)

_____, 20 18

CONTRA COSTA COUNTY FLOOD
CONTROL AND WATER CONSERVATION
DISTRICT, a flood control district organized
under the laws of the State of California

Grantor

THIS DOCUMENT NO. 63154 in the form of a TEMPORARY EASEMENT, covering the property particularly described in Clause 3 below has been executed and delivered to JASPREET SINGH, Right of Way Agent for the State of California.

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

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 State of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed improvement.
2. The State shall pay the undersigned grantor the sum of \$2,500.00 for this Temporary Easement.
3. Permission is hereby granted to the State or its authorized agent to enter upon grantor's land where necessary within that certain area (63154-1 and 63154-2) described on Exhibit "A" attached hereto and made a part hereof.
4. Physical possession of the property including the right to remove and dispose of improvements will commence at the close of escrow and terminate on December 31, 2021. Grantor shall have use of the property until State takes physical possession. In case of unpredictable delays in construction, upon written notification, the terms of the Temporary Easement may be extended by an amendment to this Right of Way contract. Grantor shall be compensated based on the fair market value at the time of the extension.
5. The undersigned Grantor(s) warrant(s) that to the best of its knowledge they are the owner(s) in fee simple of the property affected by this Temporary Easement as described in Clause 3 (A) above and that they have the exclusive right to grant the property rights.
6. Grantor warrants that to the best of its knowledge 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 State harmless and reimburse the State 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.
7. In consideration of the State's waiving the defects and imperfections in all matters of record title, the undersigned Grantor covenants and agrees to indemnify and hold the State of California harmless from any and all claims that other parties may make or assert on the title to the premises. The Grantor's obligation herein to indemnify the State shall not exceed the amount paid to the Grantor under this contract.

8. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by the State, shall be left in as good condition as found.
9. State agrees to indemnify and hold harmless Grantor from any liability arising out of State's operations under this agreement. State further agrees to assume responsibility for any damages proximately caused by reason of State's operations under this agreement and State will, at its option, either repair or pay for such damage.
10. Except in an emergency situation, the Grantor, upon coordination with the Resident Engineer, can use the property for their maintenance purposes, as long as it does not unreasonably interfere with the State's operations. Additionally, construction of CCCFCD Levee Rising Project near the northwest corner of SR4/Grayson Creek Bridge is anticipated to be in progress between May and October 2020. CCCFCD's contractor will access the construction site from the old Imhoff Drive through the existing gate located at the end of Imhoff Drive. The area between the gate and Grayson Creek bridge site will remain clear for access by the CCCFCD's contractor during levee rehabilitation construction. State to fully allow CCCFD's contractor to access and construction of CCCFCD's levee rehabilitation project on parcel 63154-1 between May 1, 2020 and October 30, 2020, during the rest of the TCE period, State shall have priority to use said property.
11. This Contract shall be binding upon and inure to the benefit of the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the grantor.


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12. This transaction will be handled through an internal escrow by the State of California, Department of Transportation, District 4 Office, Post Office Box 23440, Oakland, CA 94623-0440.

In Witness Whereof, the Parties have executed this agreement the day and year first above written.

RECOMMENDED FOR APPROVAL:

CONTRA COSTA COUNTY


JESSICA L. DILLINGHAM
Supervising Real Property Agent


KAREN A. LAWS
Principal Real Property Agent

APPROVED:

OWNER
CONTRA COSTA COUNTY FLOOD
CONTROL AND WATER
CONSERVATION DISTRICT, a flood control
district organized under the laws of the State of
California

By _____
BRIAN M. BALBAS
Chief Engineer

RECOMMENDED FOR APPROVAL:

JASPREET SINGH
District Branch Chief
Acquisition Services

APPROVED:

STATE OF CALIFORNIA
Department of Transportation

By _____
MARK L. WEAVER
Deputy District Director
Right of Way and Land Surveys

No Obligation Other Than Those Set Forth Herein Will Be Recognized

NOTE: The State of California or its officers shall not be responsible for the accuracy of

STATE OF CALIFORNIA
CONTRA COSTA COUNTY
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY APPRAISAL MAP
A-10649.2

TO DESTROY:
 E-1743, E-1744, E-1745, E-1746, E-1747, E-1748, E-1749, E-1750, E-1751, E-1752, E-1753, E-1754, E-1755, E-1756, E-1757, E-1758, E-1759, E-1760, E-1761, E-1762, E-1763, E-1764, E-1765, E-1766, E-1767, E-1768, E-1769, E-1770, E-1771, E-1772, E-1773, E-1774, E-1775, E-1776, E-1777, E-1778, E-1779, E-1780, E-1781, E-1782, E-1783, E-1784, E-1785, E-1786, E-1787, E-1788, E-1789, E-1790, E-1791, E-1792, E-1793, E-1794, E-1795, E-1796, E-1797, E-1798, E-1799, E-1800, E-1801, E-1802, E-1803, E-1804, E-1805, E-1806, E-1807, E-1808, E-1809, E-1810, E-1811, E-1812, E-1813, E-1814, E-1815, E-1816, E-1817, E-1818, E-1819, E-1820, E-1821, E-1822, E-1823, E-1824, E-1825, E-1826, E-1827, E-1828, E-1829, E-1830, E-1831, E-1832, E-1833, E-1834, E-1835, E-1836, E-1837, E-1838, E-1839, E-1840, E-1841, E-1842, E-1843, E-1844, E-1845, E-1846, E-1847, E-1848, E-1849, E-1850, E-1851, E-1852, E-1853, E-1854, E-1855, E-1856, E-1857, E-1858, E-1859, E-1860, E-1861, E-1862, E-1863, E-1864, E-1865, E-1866, E-1867, E-1868, E-1869, E-1870, E-1871, E-1872, E-1873, E-1874, E-1875, E-1876, E-1877, E-1878, E-1879, E-1880, E-1881, E-1882, E-1883, E-1884, E-1885, E-1886, E-1887, E-1888, E-1889, E-1890, E-1891, E-1892, E-1893, E-1894, E-1895, E-1896, E-1897, E-1898, E-1899, E-1900, E-1901, E-1902, E-1903, E-1904, E-1905, E-1906, E-1907, E-1908, E-1909, E-1910, E-1911, E-1912, E-1913, E-1914, E-1915, E-1916, E-1917, E-1918, E-1919, E-1920, E-1921, E-1922, E-1923, E-1924, E-1925, E-1926, E-1927, E-1928, E-1929, E-1930, E-1931, E-1932, E-1933, E-1934, E-1935, E-1936, E-1937, E-1938, E-1939, E-1940, E-1941, E-1942, E-1943, E-1944, E-1945, E-1946, E-1947, E-1948, E-1949, E-1950, E-1951, E-1952, E-1953, E-1954, E-1955, E-1956, E-1957, E-1958, E-1959, E-1960, E-1961, E-1962, E-1963, E-1964, E-1965, E-1966, E-1967, E-1968, E-1969, E-1970, E-1971, E-1972, E-1973, E-1974, E-1975, E-1976, E-1977, E-1978, E-1979, E-1980, E-1981, E-1982, E-1983, E-1984, E-1985, E-1986, E-1987, E-1988, E-1989, E-1990, E-1991, E-1992, E-1993, E-1994, E-1995, E-1996, E-1997, E-1998, E-1999, E-2000, E-2001, E-2002, E-2003, E-2004, E-2005, E-2006, E-2007, E-2008, E-2009, E-2010, E-2011, E-2012, E-2013, E-2014, E-2015, E-2016, E-2017, E-2018, E-2019, E-2020, E-2021, E-2022, E-2023, E-2024, E-2025, E-2026, E-2027, E-2028, E-2029, E-2030, E-2031, E-2032, E-2033, E-2034, E-2035, E-2036, E-2037, E-2038, E-2039, E-2040, E-2041, E-2042, E-2043, E-2044, E-2045, E-2046, E-2047, E-2048, E-2049, E-2050, E-2051, E-2052, E-2053, E-2054, E-2055, E-2056, E-2057, E-2058, E-2059, E-2060, E-2061, E-2062, E-2063, E-2064, E-2065, E-2066, E-2067, E-2068, E-2069, E-2070, E-2071, E-2072, E-2073, E-2074, E-2075, E-2076, E-2077, E-2078, E-2079, E-2080, E-2081, E-2082, E-2083, E-2084, E-2085, E-2086, E-2087, E-2088, E-2089, E-2090, E-2091, E-2092, E-2093, E-2094, E-2095, E-2096, E-2097, E-2098, E-2099, E-2100, E-2101, E-2102, E-2103, E-2104, E-2105, E-2106, E-2107, E-2108, E-2109, E-2110, E-2111, E-2112, E-2113, E-2114, E-2115, E-2116, E-2117, E-2118, E-2119, E-2120, E-2121, E-2122, E-2123, E-2124, E-2125, E-2126, E-2127, E-2128, E-2129, E-2130, E-2131, E-2132, E-2133, E-2134, E-2135, E-2136, E-2137, E-2138, E-2139, E-2140, E-2141, E-2142, E-2143, E-2144, E-2145, E-2146, E-2147, E-2148, E-2149, E-2150, E-2151, E-2152, E-2153, E-2154, E-2155, E-2156, E-2157, E-2158, E-2159, E-2160, E-2161, E-2162, E-2163, E-2164, E-2165, E-2166, E-2167, E-2168, E-2169, E-2170, E-2171, E-2172, E-2173, E-2174, E-2175, E-2176, E-2177, E-2178, E-2179, E-2180, E-2181, E-2182, E-2183, E-2184, E-2185, E-2186, E-2187, E-2188, E-2189, E-2190, E-2191, E-2192, E-2193, E-2194, E-2195, E-2196, E-2197, E-2198, E-2199, E-2200, E-2201, E-2202, E-2203, E-2204, E-2205, E-2206, E-2207, E-2208, E-2209, E-2210, E-2211, E-2212, E-2213, E-2214, E-2215, E-2216, E-2217, E-2218, E-2219, E-2220, E-2221, E-2222, E-2223, E-2224, E-2225, E-2226, E-2227, E-2228, E-2229, E-2230, E-2231, E-2232, E-2233, E-2234, E-2235, E-2236, E-2237, E-2238, E-2239, E-2240, E-2241, E-2242, E-2243, E-2244, E-2245, E-2246, E-2247, E-2248, E-2249, E-2250, E-2251, E-2252, E-2253, E-2254, E-2255, E-2256, E-2257, E-2258, E-2259, E-2260, E-2261, E-2262, E-2263, E-2264, E-2265, E-2266, E-2267, E-2268, E-2269, E-2270, E-2271, E-2272, E-2273, E-2274, E-2275, E-2276, E-2277, E-2278, E-2279, E-2280, E-2281, E-2282, E-2283, E-2284, E-2285, E-2286, E-2287, E-2288, E-2289, E-2290, E-2291, E-2292, E-2293, E-2294, E-2295, E-2296, E