

**RIGHT OF WAY CONTRACT - STATE HIGHWAY**

RW 8-3 (6/95)

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

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

\_\_\_\_\_, 2018

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

Document No. 63155 in the form of a GRANT DEED, covering the property particularly described in the above instruments 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. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said documents and shall relieve the State of California ("State" or "Grantee") of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
- (B) Grantee requires said property described in Document No. 63155 for State highway purposes, a public use for which Grantee has the authority to exercise the power of eminent domain. Grantor is compelled to sell, and Grantee is compelled to acquire the property.

Both Grantor and Grantee recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.

2. State shall:

- (A) Pay the Grantor the sum of \$7,500.00 for the property or interest conveyed by above documents when title to said property vests in State subject to all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes.

- (B) Pay all escrow and recording fees incurred in this transaction, and, if title insurance is desired by State, the premium charged therefor. Said escrow and recording charges shall not, however, include documentary transfer tax.
3. This agreement shall be binding upon and inure to the benefit of the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the Parties.
  4. The parties hereto agree that State, in acquiring title subject to unpaid assessments as set forth herein, is not assuming responsibility for payment or subsequent cancellation of such assessments. The assessments remain the obligation of the Grantor; and, as between State and Grantor, no contractual obligation has been made requiring their payment.
  5. Grantor shall provide the State with sufficiently recordable quitclaim deeds from Kinder Morgan and Philips 66 (collectively "Easement Holders") for the easements that are being relocated to a different location as part of this project. The new easement locations are directly being conveyed by the Grantor to the Easement Holders.
  6. The undersigned warrants that to the best of its knowledge, is the owner in fee simple of the property as described in Document No. 63155, and that they have the exclusive right to grant the so described property rights.
  7. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the legal possession and use of the subject property by State, including the right to remove and dispose of improvements shall commence at the close of escrow, 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.
  8. Until such time as State takes actual physical possession of any or all of the property acquired herein, the Grantor shall have the use and enjoyment of its surface in the same manner as now used except that in no event shall any advertizing sign of any nature whatsoever be placed upon or allowed to remain on the property. Grantor agrees to keep the property in a neat and clean condition.

Grantor agrees that no improvements other than those already on the property, shall be placed thereon; and the planting of any crops, trees, shrubs, or alterations, repairs, or additions to existing improvements which may hereafter be placed thereon are at Grantor's risk and without expectation of payment if removed by State.

9. In consideration of State's waiving the defects and imperfections in all matters of record title, the 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 State shall not exceed the amount paid to the Grantor under this contract.

10. 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.
11. 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
12. 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 agrees to hold State harmless and reimburse 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.
13. The undersigned hereby represents and warrants to the best of its knowledge 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 waste on, from, or under the property. The undersigned further represents and warrants that Grantor has no knowledge of any disposal, release, or threatened release of hazardous substances or hazardous waste on, from, or under the property which may have occurred prior to Grantor taking title to the property.

The acquisition 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, State may elect to recover its clean-up costs from those who caused or contributed to the contamination.

14. Upon completion of the project, State shall provide the Grantor with sufficiently recordable or recorded Quitclaim Deed for the Temporary Easements (63155-4 and 6315-5).
15. Except in an emergency situation, the Grantor, upon coordination with the the Resident Engineer, can use the property (63155-4 and 63155-5) for their maintenance purposes, as long it does not interfere with the State's operations. During the TCE period, State shall have priority to use said property.
16. The Grantor shall have the right to utilize the west bank access road as shown on layout sheet L-6 of the SR4 Phase 3 Widening Plans as cross-hatched, which is being built as part of this project.

16. 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:

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**CONTRA COSTA COUNTY**

  
JESSICA L. DILLINGHAM  
Supervising Real Property Agent

\_\_\_\_\_  
JASPREET SINGH  
District Branch Chief  
Acquisition Services

  
KAREN A. LAWS  
Principal Real Property Agent

**APPROVED:**

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

**STATE OF CALIFORNIA**  
**Department of Transportation**

By \_\_\_\_\_  
BRIAN M. BALBAS  
Chief Engineer

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

No Obligation Other Than Those Set Forth Herein Will Be Recognized



