

**RIGHT OF WAY CONTRACT -- STATE HIGHWAY- TEMPORARY EASEMENT**

RW 8-4 (6/95)

Federal I.D. STPL-5928(123)

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

| District | County | Route | Post Mile | Parcel No's. |
|----------|--------|-------|-----------|--------------|
| IV       | CC     | N/A   | N/A       | 3 and 4      |

Grantor: Edward M. Tilbury, Trustee of the Trust C, Terminable Interest Trust of the 1990 E.M. Tilbury Family Trust dated August 30, 1990

THIS DOCUMENT in the form of a TEMPORARY CONSTRUCTION EASEMENT (TCE), covering the property particularly described in Clause 3 below has been executed and delivered to Olivia D. Reynolds-Freeman, Senior 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:

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 County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
2. The County shall pay the undersigned Grantor the sum of Forty-Five Hundred Dollars and NO/100's (\$4,500.00) for these TCE's.
3. Permission is hereby granted to the County or its authorized agent to enter upon Grantor's Land (Land) where necessary within those certain areas described in the Exhibits attached hereto and made a part hereof, for the purpose of facilitating access to Kirker Pass Road, constructing a retaining wall on County's Land along Kirker Pass Road, and improving the area at the southeasterly entrance of the Hess Road intersection.
4. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the Land by the County, including the right to remove and dispose of improvements, shall commence on March 1, 2019 and terminate on December 30, 2019. In case of unpredictable delays in constructions, upon written notification, terms of the Temporary Easement may be extended by an amendment to this contract. Grantor shall be compensated based on the fair market value at the time of the extension, upon mutual agreement of the parties hereto. Payment shall be made to the Grantor for the extension prior to the expiration of the original period. The Resident Engineer shall notify the Grantor and tenants at the following telephone numbers 72 hours prior to the commencement of actual construction:

Edward M. Tilbury (661) 735-3190, or to

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Tyler W. Tilbury (661) 706-9534, and to  
Sandy Elworthy, tenant (510) 828-0607, and to  
Charles Yelton, tenant (925) 890-8931

and by 10 days written notice, first class mail, delivery deemed completed on  
date of mailing to:

Edward M. Tilbury, Trustee  
1408 Corte Canalette  
Bakersfield, CA 93309-7128

5. The undersigned Grantor agrees that he is the owner in fee simple of the property affected by this Temporary Easement as described in Clause 3 above and that he has the right to grant this Temporary Easement.
6. County agrees to keep gates closed at all times and locked prior to leaving the Land each day during the term of the project. County agrees that no smoking will be allowed on the Land. Any holes or excavations must be back filled immediately or fenced for cattle safety if not already isolated by effective fencing.
7. On Parcel Four, the Contractor, on behalf of the County will temporarily relocate and secure the existing wire fencing to the edge of the Temporary Easement area during construction and return same to its current location upon completion of the project.
8. County, its contractors and authorized agents, shall take the necessary actions to protect threatened and endangered species as required by the State of California and Federal law, including obtaining all necessary pre-construction biological surveys. If applicable, County shall, upon request, furnish Grantor a copy of all permits received from the California Department of Fish and Wildlife or any federal agency pertaining to threatened and endangered species. County shall train all employees, contractors and agents in recognition and protection of threated and endangered species prior to entering upon the temporary easement area.
9. Damage Repair. County shall, at its own risk and expense, repair any damage to Grantor's Land caused by its activities, and will restore the Land as reasonably as possible to the same state and condition it was in prior to its activities, including restoration of any environmental conditions.
10. County shall indemnify, defend and hold harmless the Grantor, his agent and employees, of and from any and all claims, demands, costs, damages, losses, actions, or judgements which Grantor may pay or be required to pay by reason of any damage, including injury or death to any person or property suffered by any person, firm or corporation as a result of the negligent exercise by County or by its agents or employees of the right herein granted to it.

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

CONTRA COSTA COUNTY  
Recommended for Approval:

GRANTOR

By \_\_\_\_\_  
Olivia D. Reynolds-Freeman  
Senior Real Property Agent

By \_\_\_\_\_  
Edward M. Tilbury, Trustee

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

APPROVED:

By \_\_\_\_\_  
Brian M. Balbas  
Public Works Director

Date \_\_\_\_\_  
(Date of Approval)