

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

Dist.	Co.	Rte.	P.M.	Exp. Auth.
04	CC	680	R11.7	0J3809 (0413000462)

\_\_\_\_\_, 20

Contra Costa County Flood Control and  
Water Conservation District, a flood  
control district organized under the laws of  
the state of California

\_\_\_\_\_  
Grantor(s)

Document No. 63615 in the form of a GRANT DEED, covering the property particularly described in the above instrument has been executed and delivered to ALDEN CHALK, Associate 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. State shall:
  - (A) Pay the Grantor the sum of \$5,000.00 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. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this agreement, the right of possession and use of the subject property by the State, including the right to remove and dispose of improvements, commenced on June 28, 2018, and that the amount shown in Clause 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, and interest from said date.
4. State also requires a temporary construction easement (TCE) shown as parcel 63615-2, on the attached map to terminate August 3, 2020. In case of unpredictable delays in construction, upon written notification, the terms of the Temporary Construction 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. Payment shall be made to the Grantor for the extension prior to the expiration of the original period.

5. The undersigned Grantor warrants, to the best of its knowledge, that they are the owner(s) in fee simple of the property as described in Document No. **63615** above and that they have the exclusive right to grant the property rights.
6. 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 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. Grantor shall provide a waiver signed by the tenants to the State at the time of signing this agreement.
7. 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.
8. In consideration of the States 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 agreement.
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. This Agreement shall be binding upon and inure to the benefit of the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the grantor.
11. Except in an emergency situation, the Grantor, upon coordination with the Resident Engineer, can use the TCE area (Parcel 3, 63615-2) for their maintenance purposes, as long as it does not unreasonably interfere with the State's operations.
12. This agreement may be delivered by way of scanning and a scanned signature shall be treated as an original signature.

13. This transaction will be handled through an internal escrow by the State of California, Department of Transportation, District 4 Office, Post Office Box 23440 MS-11A, Oakland, CA 94623-0440.

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

**RECOMMENDED FOR APPROVAL:**

**RECOMMENDED FOR APPROVAL:**

**CONTRA COSTA COUNTY**

\_\_\_\_\_  
Michael Serrano  
Assistant Real Property Agent

\_\_\_\_\_  
ALDEN CHALK  
Associate Right of Way Agent

\_\_\_\_\_  
Jessica L. Dillingham  
Principal Real Property Agent

\_\_\_\_\_  
JASPREET SINGH  
District Branch Chief  
R/W Acquisition Services

**APPROVED:**

**APPROVED:**

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

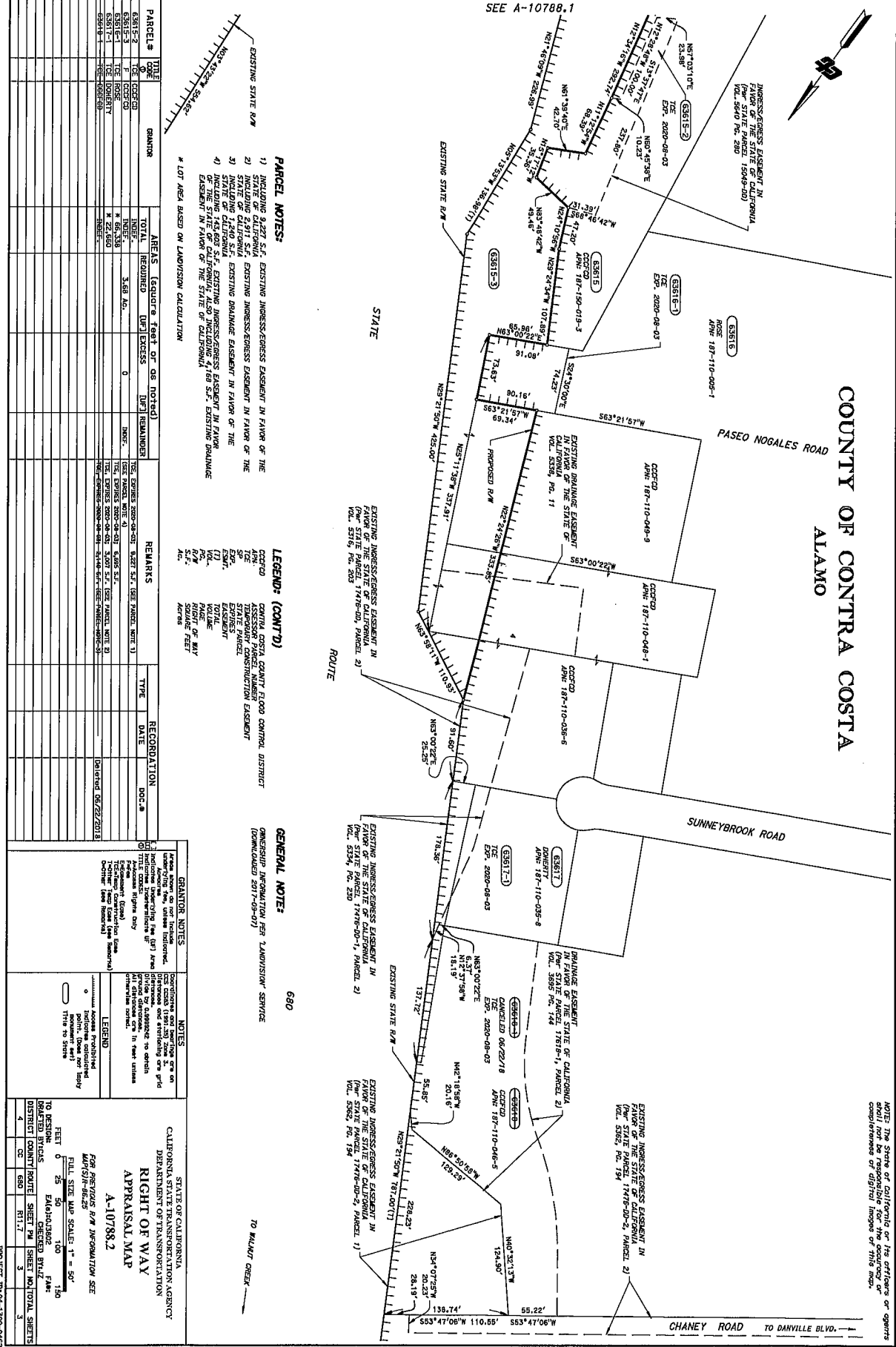
**STATE OF CALIFORNIA  
Department of Transportation**

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**

DATE	REVISIONS	BY	DATE	REVISIONS	BY	DATE	REVISIONS	BY
2016-01-18	Modified Exp. date per Tr. #2	CAS						
2016-06-28	Revised 63616-3 per Tr. #3	CAS						
2016-08-20	Added 63616-5 per Tr. #5							
2016-08-20	Del. 63616 per Tr. #4 (in advance)							
2016-08-20	Updated parcel note #4	CAS						



**PARCEL NOTES:**

- 1) INCLUDING 0.997 S.F. EXISTING EGRESS/EASEMENT IN FAVOR OF THE STATE OF CALIFORNIA
- 2) INCLUDING 2.911 S.F. EXISTING EGRESS/EASEMENT IN FAVOR OF THE STATE OF CALIFORNIA
- 3) INCLUDING 1,440 S.F. EXISTING DRAINAGE EASEMENT IN FAVOR OF THE STATE OF CALIFORNIA
- 4) INCLUDING 0.000 S.F. EXISTING EGRESS/EASEMENT IN FAVOR OF THE STATE OF CALIFORNIA, ALSO INCLUDING 4,168 S.F. EXISTING DRAINAGE EASEMENT IN FAVOR OF THE STATE OF CALIFORNIA

\* LOT AREA BASED ON LANDVISION CALCULATION

PARCEL #	CODE	DESCRIPTION	TOTAL AREA (SQUARE FEET OR AS NOTED)	REMARKS
63615-2	F	FLOOD CONTROL	3,682 AC.	
63615-3	F	FLOOD CONTROL	0	
63615-4	F	FLOOD CONTROL	6,868 S.F.	
63615-5	F	FLOOD CONTROL	6,868 S.F.	
63615-6	F	FLOOD CONTROL	6,868 S.F.	
63615-7	F	FLOOD CONTROL	6,868 S.F.	
63615-8	F	FLOOD CONTROL	6,868 S.F.	
63615-9	F	FLOOD CONTROL	6,868 S.F.	

**LEGEND: (CONT'D)**

SYMBOL	DESCRIPTION
(Symbol)	CONTRA COSTA COUNTY FLOOD CONTROL DISTRICT
(Symbol)	EXISTING EGRESS/EASEMENT IN FAVOR OF THE STATE OF CALIFORNIA
(Symbol)	EXISTING DRAINAGE EASEMENT IN FAVOR OF THE STATE OF CALIFORNIA
(Symbol)	PROPOSED EGRESS/EASEMENT IN FAVOR OF THE STATE OF CALIFORNIA
(Symbol)	PROPOSED DRAINAGE EASEMENT IN FAVOR OF THE STATE OF CALIFORNIA
(Symbol)	PROPOSED FLOOD CONTROL DISTRICT
(Symbol)	PROPOSED CONSTRUCTION EASEMENT
(Symbol)	PROPOSED EGRESS/EASEMENT IN FAVOR OF THE STATE OF CALIFORNIA
(Symbol)	PROPOSED DRAINAGE EASEMENT IN FAVOR OF THE STATE OF CALIFORNIA
(Symbol)	PROPOSED FLOOD CONTROL DISTRICT
(Symbol)	PROPOSED CONSTRUCTION EASEMENT
(Symbol)	PROPOSED EGRESS/EASEMENT IN FAVOR OF THE STATE OF CALIFORNIA
(Symbol)	PROPOSED DRAINAGE EASEMENT IN FAVOR OF THE STATE OF CALIFORNIA
(Symbol)	PROPOSED FLOOD CONTROL DISTRICT
(Symbol)	PROPOSED CONSTRUCTION EASEMENT

**GENERAL NOTE:**

690

ONMENSUR INFORMATION PER LANDVISION SERVICE (CONTRACT NO. 1517-09-01)

**GRADING NOTES:**

1. Areas shown as 'to be graded' are indicated by hatching. 2. All grading is to be done in accordance with the latest approved grading plan. 3. All grading is to be done in accordance with the latest approved grading plan. 4. All grading is to be done in accordance with the latest approved grading plan.

**NOTES:**

1. This map is a planimetric map and does not show elevation. 2. All measurements are in feet. 3. All bearings are in degrees, minutes, and seconds. 4. All distances are in feet. 5. All areas are in square feet.

**LEGEND:**

(Symbol) Area to be graded (hatched)

(Symbol) Area to be graded (dotted)

(Symbol) Area to be graded (solid)

(Symbol) Area to be graded (diagonal)

(Symbol) Area to be graded (cross-hatched)

(Symbol) Area to be graded (vertical)

(Symbol) Area to be graded (horizontal)

(Symbol) Area to be graded (diagonal)

(Symbol) Area to be graded (cross-hatched)

(Symbol) Area to be graded (vertical)

(Symbol) Area to be graded (horizontal)

**STATES OF CALIFORNIA**

**RIGHT OF WAY**

**APPRAISAL MAP**

A-10788.2

FOR PREVIOUS R/W INCORPORATION SEE MAP(S) 1517-09-01

FULL SIZE MAP SCALE: 1" = 50'

DATE OF APPRAISAL: 08/22/2018

BY: CAS

TO REGIONAL DISTRICT: 4

DISTRICT: 690

SHEET NO: 3

TOTAL SHEETS: 3

PROJECT ID: 04-1300-0462

NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this map.