

Recorded at the request of:

CENTRAL CONTRA COSTA  
SANITARY DISTRICT

After recording return to:

CENTRAL CONTRA COSTA  
SANITARY DISTRICT  
5019 IMHOFF PLACE  
MARTINEZ, CA 94553-4392

EXEMPT FROM RECORDING FEES PURSUANT TO GOV'T. CODE SECTION 27383 AND DOCUMENTARY TRANSFER TAX PURSUANT TO  
REVENUE AND TAXATION CODE SECTION 11922.

Portions of Grayson Creek Channel  
Portions of APN 153-161-001

DP 4985 – Parcels 10, 11, 12A, 12B, and 33

## GRANT OF EASEMENT

For good and valuable consideration, including but not limited to the agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a flood district organized under the laws of the State of California, ("DISTRICT") hereby grants to CENTRAL CONTRA COSTA SANITARY DISTRICT, a special district of the State of California, ("GRANTEE") a nonexclusive right to a perpetual easement and right of way ("Easement") for installing, repairing, maintaining, operating, and using sanitary sewer pipelines and recycled water pipelines, and related appurtenances, in such sizes and configurations as GRANTEE deems appropriate ("Facilities"), together with reasonable access to said Easement over and across other real property owned by District, and for no other purposes whatsoever. The Easement is located along, under, and in those certain parcels of land in the City of Pleasant Hill, County of Contra Costa, State of California, described as follows ("Easement Area"):

**FOR LEGAL DESCRIPTIONS AND PLATS, SEE ATTACHED:  
EXHIBITS "A-1" AND "B-1" (DP 4985, Parcels 10, 11, 12A and 12B), and  
EXHIBITS "A-2" AND "B-2" (DP 4985, Parcel 33)**

The foregoing grant is made subject to the following terms and conditions:

1. **PRIMACY OF GRANT OF EASEMENT:** GRANTEE has undertaken construction within the Easement area and has obtained from DISTRICT two Permits for Use of District Right of Way, Permits No. 603-95 and 629-98, (the "Permits"), in connection with such construction. The Permits are hereby terminated as of the granting of this Easement.
2. **PRIMARY USE OF THE PROPERTY:** The Easement Area is located in DISTRICT-owned property commonly referred to as the Grayson Creek Channel (the "Property"). The primary use of the Property is for the conveyance of storm water and flood protection, and related DISTRICT purposes ("Primary Uses"). GRANTEE acknowledges and agrees that any and all of GRANTEE's rights granted or implied by this Grant of Easement are secondary and subordinate to the Primary Uses by the DISTRICT, its successors, and its assigns. GRANTEE shall not, at any time, use or permit the public to use the Easement Area in any manner that will interfere with or impair the DISTRICT's Primary Uses of the Property. GRANTEE shall not fence the Easement Area without the prior written approval of DISTRICT, and GRANTEE shall remove any DISTRICT-approved fencing when requested to do so by DISTRICT.

3. **DISTRICT TITLE:** GRANTEE hereby acknowledges DISTRICT's title to the Property and agrees never to assail or resist said title.

4. **CONSTRUCTION AND MAINTENANCE ACTIVITIES:**

(a) GRANTEE shall, prior to any construction, reconstruction, remodeling, excavation, installation, or plantings within the Easement Area, submit specific plans and specifications to DISTRICT for DISTRICT's prior review and approval, which approval shall be within DISTRICT's sole discretion to provide. DISTRICT's approval of plans and specifications will be in the form of a written permit issued by DISTRICT to GRANTEE that will include any additional DISTRICT requirements that will apply to GRANTEE's work within the Easement Area.

(b) Normal routine maintenance by GRANTEE of its Facilities within the Easement Area, including inspection and cleaning of GRANTEE's pipelines, shall not require prior notice to the DISTRICT under Section 4(a). GRANTEE shall perform maintenance of its Facilities so as to prevent damage to the Property.

5. **MODIFICATION, RELOCATION AND REMOVAL OF GRANTEE'S RECYCLED WATER FACILITIES:**

(a) This Grant of Easement is subject and subordinate to the prior and continuing right and obligation of DISTRICT, its successors and assigns, to use the Property for Primary Uses, and DISTRICT expressly reserves the right to use the Property for such Primary Uses. GRANTEE agrees that in its use of this Easement and the exercise of its rights under the Easement, it shall in no way interfere with DISTRICT's Primary Uses.

(b) GRANTEE maintains recycled water Facilities in the Easement Area. GRANTEE shall not allow a third party to connect to GRANTEE's recycled water Facilities in the Easement Area unless the DISTRICT provides prior written approval of the connection, which shall be within DISTRICT's sole discretion to provide. GRANTEE acknowledges and understands that the Property is within an engineered flood control channel and that relocation or modification of GRANTEE's recycled water Facilities may be necessary should the Property be required for the Primary Uses. If DISTRICT determines that relocation or modification of any portion of the recycled water Facilities is necessary for the Primary Uses, DISTRICT will provide GRANTEE written notice of the need to relocate or modify GRANTEE's recycled water Facilities ("Modification Notice"). The Modification Notice will include (a) DISTRICT's proposal for relocating or modifying the recycled water Facilities, and (b) a date determined by DISTRICT by which GRANTEE shall modify or relocate the recycled water Facilities ("Completion Date"). DISTRICT will deliver the Modification Notice to GRANTEE as far in advance of the Completion Date as possible. Following DISTRICT's delivery of the Modification Notice, GRANTEE and DISTRICT shall take the following steps:

i. Within 45 days after receiving the Modification Notice, GRANTEE shall respond to DISTRICT in writing by acknowledging receipt of the Modification Notice and providing a timeline within which GRANTEE will modify or remove the recycled water Facilities. If GRANTEE desires to propose alternatives to the modification or removal of the recycled water Facilities, in its written response to the Modification Notice GRANTEE shall request that DISTRICT consider one or more reasonable alternatives to DISTRICT's required relocation or modification of the recycled water Facilities. DISTRICT, at its sole discretion, may or may not agree to consider reasonable alternatives, and DISTRICT will provide GRANTEE its determination in writing ("District Response").

- ii. If DISTRICT agrees in the District Response to consider reasonable alternatives to modification or removal of the recycled water Facilities, within six months following the mailing of the District Response, GRANTEE shall submit to DISTRICT one or more reasonable engineering or construction alternatives to DISTRICT's required modification or removal of GRANTEE's Facilities ("GRANTEE Alternative").
- iii. DISTRICT will consider, in good faith, a GRANTEE Alternative timely submitted by GRANTEE. However, DISTRICT shall have sole discretion to decide whether to accept and allow a GRANTEE Alternative.
- iv. Within 120 days after DISTRICT receives a GRANTEE Alternative, DISTRICT shall provide GRANTEE written notice of DISTRICT's final engineering or construction decision regarding the GRANTEE Alternative and the modification or relocation of GRANTEE's recycled water Facilities ("Final Notice"). If DISTRICT determines, in its sole discretion, that a GRANTEE Alternative will satisfy DISTRICT's purposes, then DISTRICT's Final Notice will indicate that DISTRICT will accept a GRANTEE Alternative. If DISTRICT accepts a GRANTEE Alternative, GRANTEE must pay DISTRICT, upon demand, the incremental increase in design, right of way acquisition, and construction costs that DISTRICT determines it will incur as a result of evaluating GRANTEE's alternative and incorporating the alternative into DISTRICT's plans.
- v. If DISTRICT determines, in its sole discretion, that DISTRICT-proposed relocation or modification of the recycled water Facilities is necessary to accommodate DISTRICT's Primary Uses and that a GRANTEE Alternative is not acceptable, DISTRICT's Final Notice will notify GRANTEE of the same. GRANTEE, at GRANTEE's sole cost and expense, shall complete the DISTRICT-required modification or relocation of the recycled water Facilities as soon as practicable after receiving the Final Notice, provided that GRANTEE shall complete the modification or relocation no later than 30 months after receiving the Final Notice, unless a later date is specified in the Final Notice.
- vi. If DISTRICT determines that it is possible to grant GRANTEE replacement easements in DISTRICT's Property without compromising DISTRICT's Primary Uses of the Property, DISTRICT will consider granting replacement easements to GRANTEE to complete the required relocation or modification of GRANTEE's recycled water Facilities.
- vii. Following relocation or modification of its recycled water Facilities, GRANTEE shall deliver an executed quitclaim deed to DISTRICT, to quitclaim all of GRANTEE's interest in the property from which GRANTEE's recycled water Facilities are removed.
- viii. If DISTRICT determines that state or federal grant funds are available to pay GRANTEE's costs to relocate GRANTEE's recycled water Facilities, and if DISTRICT determines it has available staff to seek the funds, DISTRICT will request those grant funds on GRANTEE's behalf. GRANTEE shall bear DISTRICT's cost to pursue that grant funding, and if DISTRICT secures any such funding, the funding will be used to cover the costs to relocate GRANTEE's recycled water Facilities to the extent allowed by the terms of the grant. Within 30 days after receiving a DISTRICT demand for reimbursement, GRANTEE shall reimburse DISTRICT for DISTRICT's costs to seek the above grant funding on GRANTEE's behalf. These costs will include, but may not be limited to, the cost of DISTRICT staff time calculated based on then-current fully-loaded hourly rates.

- ix. The parties acknowledge that relocating the recycled water Facilities would be a complex project and would require significant planning and design efforts. Accordingly, if GRANTEE demonstrates a good faith effort to comply with the above timelines but is unable to do so, GRANTEE will apply to DISTRICT for approval of a reasonable extension of the timelines, which approval DISTRICT may not unreasonably withhold.
6. **MODIFICATION OF GRANTEE'S SEWER FACILITIES:** GRANTEE, at its sole cost and expense, will modify its sewer Facilities, including but not limited to existing manholes and incidental structures, within DISTRICT's property if DISTRICT determines such modification is required for a Grayson Creek channel widening project, or for other Primary Uses. If any such modification is required, GRANTEE shall include in the modification making the manhole covers watertight.
7. **DAMAGE TO DISTRICT PROPERTY:** If any DISTRICT Property, facilities, landscaping, or other improvements are removed or damaged as a result of the use of the Easement Area by GRANTEE, or any person or entity acting under GRANTEE's direction or control, DISTRICT, at its sole discretion, will either (a) repair or replace the removed or damaged Property, facilities, landscaping, or other improvements and require GRANTEE to reimburse DISTRICT for DISTRICT's repair and replacement costs, or (b) require GRANTEE, at its sole cost and expense, to repair or replace the Property, facilities, landscaping, or other improvements. Any such repairs or replacements must return the Property, facilities, landscaping, or other improvements to the condition they were in immediately prior to their removal or damage, or to a better condition, as determined by DISTRICT. If DISTRICT requires GRANTEE to complete the repairs or replacements and GRANTEE either (a) fails to commence the required work within 30 days after being directed to do so by DISTRICT (or any reasonable extension as DISTRICT may agree to in writing), or (b) fails to complete the required work within a reasonable time thereafter as determined by DISTRICT, DISTRICT may complete the work at the expense of GRANTEE. If DISTRICT performs any repair or replacement work under this Section 7, within 30 days after receiving DISTRICT's demand for payment, GRANTEE shall reimburse DISTRICT for all costs DISTRICT incurs to complete the work, and GRANTEE shall be required to pay any legal expenses DISTRICT incurs to collect such costs from GRANTEE. The obligations contained in this Section 7 shall survive the expiration or other termination of this Grant of Easement.
8. **DAMAGE TO GRANTEE'S FACILITIES:** DISTRICT has no responsibility for the protection, maintenance, damage to, or removal of GRANTEE's facilities, appurtenances or improvements caused by or resulting from DISTRICT's use of the Property or work or operation thereon. It is the sole responsibility of GRANTEE to provide and maintain adequate protection and surface markings for its own facilities. However, if GRANTEE's properly marked, protected and maintained facilities are damaged by the negligence or willful misconduct of DISTRICT, including DISTRICT's contractors or agents, DISTRICT shall repair the damage at its sole cost and expense or, at the discretion of and upon written notice from DISTRICT, the damage shall be repaired by GRANTEE and the actual cost of such repair shall be reimbursed by DISTRICT.
9. **NON-EXCLUSIVE EASEMENT:** The Easement granted hereunder is non-exclusive. This Easement is subject and subordinate to (a) DISTRICT's Primary Uses, and (b) all existing rights, rights of way, licenses, reservations, franchises and easements in the Property that are of record, or that would be evident from a physical inspection or accurate survey of the Property. Nothing contained herein shall be construed to prevent DISTRICT from granting other easements, franchises, licenses or rights of way over said lands, provided however, that said subsequent uses do not unreasonably prevent or obstruct GRANTEE's easement rights hereunder.

10. **INDEMNIFICATION, AS-IS CONDITION OF PROPERTY:**

(a) In the exercise of all rights under this Easement, GRANTEE is responsible for any and all injury to the public, to persons and to property arising out of or connected with GRANTEE's use of the Property. GRANTEE shall indemnify, defend, save, protect and hold harmless, DISTRICT, its officers, agents, employees and contractors from and against any and all threatened or actual loss, damage (including foreseeable and unforeseeable consequential damages), liability, claims, suits, demands, judgments, orders, costs, fines, penalties or expense of whatever character, including but not limited to those relating to inverse condemnation, and including attorneys' fees, (hereinafter collectively referred to as "Liabilities") to persons or property, direct or consequential, to the extent directly or indirectly contributed to or caused by the granting of this Easement, GRANTEE's operations, acts or omissions pursuant to this Easement, or the GRANTEE's use of the Easement, save and except the proportion of Liabilities arising through the negligence or willful misconduct of the DISTRICT, its officers or employees. GRANTEE acknowledges that the Property subject to this Easement is in a flood control area. GRANTEE agrees that GRANTEE shall never have, claim, or assert any right or action against DISTRICT or the County of Contra Costa in the event of damage to or disruption of GRANTEE's facilities caused or contributed to by flooding or water, and GRANTEE shall indemnify, defend, save, protect and hold DISTRICT harmless from all Liabilities resulting from such damage or disruption.

(b) GRANTEE further agrees to defend, indemnify, save, protect and hold harmless, DISTRICT from any and all claims, costs, actions or proceedings to attack, set aside, void, abrogate or annul this Grant of Easement or any act or approval of DISTRICT related thereto.

(c) GRANTEE accepts the Easement Area in an "as is" physical condition, with no warranty, guarantee, representation or liability, express or implied on the part of the DISTRICT as to any matter, including but not limited to the physical condition of the Property and/or the condition and/or possible uses of the land or any improvements thereon, the condition of the soil or the geology of the soil, the condition of the air, surface water or groundwater, the presence of known and unknown faults, the presence of any known hazardous substance, materials, or other kinds of contamination or pollutants of any kind in the air, soil, groundwater or surface water, or the suitability of the Property for the construction and use of the improvements thereon. It shall be the sole responsibility of GRANTEE, at its sole cost and expense, to investigate and determine the suitability of the soil, water, geologic, environmental and seismic conditions of the Property for the intended use contemplated herein, and to determine and comply with all building, planning and zoning regulations relative to the Property and uses to which it can be put. GRANTEE relies solely on GRANTEE's own judgment, experience and investigations as to the present condition of the Property or its suitability for GRANTEE's intended use and is not relying in any manner on any representation or warranty by DISTRICT. GRANTEE agrees that neither GRANTEE, nor its heirs, successors or assigns will ever claim to have, and will not assert, any right or action against DISTRICT for any loss, damage or other matter arising out of or resulting from the presence of any known hazardous substance or any other known condition of the Property at the commencement of the Easement or from the release of any hazardous substance in, on or around any part of the Property or in the soil, water, subsurface strata or ambient air by any person or entity other than the DISTRICT following the commencement of this Easement. As used herein, "hazardous substance" means any substance, material or waste which is or may become designated, classified or regulated

as being "toxic," "hazardous" or a "pollutant" under any federal, state or local law, regulation or ordinance. Nothing in this section is intended in any way to restrict the right of GRANTEE to seek contribution or indemnity from any person or entity other than DISTRICT whose activities are a cause of any discharge, leakage, spillage or emission of hazardous materials on or to the Property.

(d) To the extent permitted by law, GRANTEE shall indemnify, defend, save, protect and hold the DISTRICT harmless from and against any and all claims, demands, liabilities, expenses, (including without limitation attorneys' fees and consultants fees), penalties, damages, consequential damages and losses, and costs (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Property and from and against the preparation of any cleanup, remediation, closure or other required plans where such action is required or necessary prior to or following the termination of the Easement), of any kind or nature, to the extent caused or contributed to by GRANTEE's operation or performance under this Easement, or GRANTEE's use, release or disposal of any hazardous substance, including all costs, claims, damages (including property and personal injury) caused by the uncovering, release or excavation of hazardous materials as a result of GRANTEE's construction, reconstruction, maintenance, use, replacement, or removal of its facilities, to the extent that such activities increase the costs attributable to the cleanup or remediation of such hazardous materials.

(e) The obligations contained in this Section 10 shall survive the expiration or other termination of this Grant of Easement.

11. **NO WARRANTIES:** GRANTEE understands and acknowledges that DISTRICT makes no representations, warranties or guarantees of any kind or character express or implied, with respect to the Property, and GRANTEE is entering into this transaction without relying in any manner on any such representation or warranty by DISTRICT.
12. **ABANDONMENT:** In the event GRANTEE discontinues use of all or any portion of the Easement hereby granted for a period of ten years, then all of GRANTEE's rights in and to such portion of the Easement will cease and terminate. In the event GRANTEE uses the Easement for a purpose other than the purposes for which it is granted, then all of GRANTEE's rights in and to the Easement will cease and terminate and shall immediately revert to and vest in the DISTRICT or its successor. Upon any termination of GRANTEE's rights hereunder and upon request by DISTRICT, at its sole discretion, GRANTEE, at its sole cost and expense, shall (a) either remove all of GRANTEE's Facilities from the Easement Area, or abandon them in place, and (b) restore the Property to a condition equivalent to or better than its original condition, as determined by DISTRICT. If GRANTEE fails to satisfy its obligations under this Section 12, DISTRICT may remove GRANTEE's Facilities from the Easement Area or abandon them in place and, upon demand by DISTRICT, GRANTEE shall reimburse DISTRICT for the costs DISTRICT incurs to complete that work. Upon the removal or abandonment-in-place of GRANTEE's Facilities under this Section 12, GRANTEE shall execute and deliver to DISTRICT any Quitclaim Deeds required by the DISTRICT to quitclaim to DISTRICT all rights of GRANTEE under this Grant of Easement.
13. **NOTICES:** All notices, consents, or other instruments or communications provided for under this Easement must be in writing, signed by the party giving the notice, and will be deemed properly given and received when (i) actually delivered to the addressee in person, or (ii) on the next business day if sent via prepaid overnight courier service for next business day delivery, or (iii) three business days after depositing same in the United States Mails, if sent by registered or certified mail, postage prepaid to:

Contra Costa County  
Public Works Department  
Real Estate Division  
255 Glacier Drive  
Martinez, CA 94553  
Attn: Principal Real Property Agent

Central Contra Costa Sanitary District  
Engineering Department  
Planning and Development Services Division  
5019 Imhoff Place  
Martinez, CA 94553  
Attn: Engineering and Technical Services Manager

14. **NO ASSIGNMENT OF EASEMENT; NO THIRD-PARTY USE:** No rights granted hereunder shall be transferred, apportioned or assigned without the prior written approval of DISTRICT, which shall be within DISTRICT's sole discretion to provide. GRANTEE shall not license or otherwise allow third parties to use of any portion of the Easement Area without obtaining the prior written approval of DISTRICT, which shall be within DISTRICT's sole discretion to provide.
15. **NO SECONDARY RIGHTS.** Except for the secondary right of access expressly granted under this Grant of Easement, nothing in this Grant of Easement shall be deemed or construed to grant any secondary rights to GRANTEE to use an area of DISTRICT's Property outside of the Easement Area for any purpose whatsoever.
16. **ENTIRE AGREEMENT:** This grant of easement contains the entire agreement between the parties hereto and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.
17. **CONSTRUCTION:** This grant of easement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. The parties to this Grant of Easement and their attorneys have read and reviewed this Grant of Easement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this grant of easement.
18. **SUCCESSORS AND ASSIGNS:** This indenture and all the covenants herein contained shall inure to the benefit of and binding upon the heirs, successors and assigns of the respective parties hereto.
19. **ENFORCEABLE TERMS:** If any term or provision of this Grant of Easement is held to be invalid or unenforceable, the remainder of this Grant of Easement is not affected.
20. **GOVERNING LAW AND LITIGATION VENUE:** This Grant of Easement is governed by the laws of the State of California.

[Remainder of page left blank – signatures on next page.]

IN WITNESS WHEREOF, this Grant of Easement is signed and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CONTRA COSTA COUNTY  
FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT

CENTRAL CONTRA COSTA  
SANITARY DISTRICT

By \_\_\_\_\_  
Diane Burgis  
Chair, Board of Supervisors

By \_\_\_\_\_  
David R. Williams  
President of the Board of Directors

RECOMMENDED FOR APPROVAL:

By: \_\_\_\_\_  
Brian M. Balbas  
Chief Engineer

By: \_\_\_\_\_  
Katie Young  
Secretary of the Board of Directors

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

Date \_\_\_\_\_

APPROVED AS TO FORM  
SHARON L. ANDERSON, COUNTY COUNSEL

APPROVED AS TO FORM

By: \_\_\_\_\_  
Stephen M. Siptroth  
Deputy County Counsel

By: \_\_\_\_\_  
Kenton L. Alm  
Counsel for the District

CPD:dw

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## EXHIBIT "A-1"

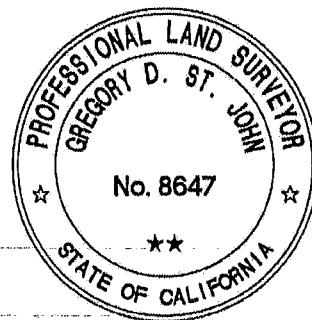
REAL PROPERTY in the city of Pleasant Hill, county of Contra Costa, state of California described as follows:

Portions of the parcel of land described in the Grant Deed to the Contra Costa County Flood Control and Water Conservation District (CCCFC&WCD) recorded on July 26, 1967 in Book 5418 of Official Records of said county at page 632 (5418 O.R. 632) together with portions of the parcel of land described in the Grant Deed to CCCFC&WCD recorded on January 14, 1970 in Book 6044 of Official Records of said county at page 356 (6044 O.R. 356) described as follows:

### Parcel 10 (FCPID 5203)

A 10-foot wide strip of land the centerline of which is described as follows:

Commencing at a found Contra Costa County monument having coordinates of (Y) 2,183,691.32 feet and (X) 6,110,009.24 feet North American Datum of 1983, Zone 0403, GPS Epoch 2002.00 [NAD83(2002.00)], said monument being located at the intersection of Second Avenue and Contra Costa Boulevard as shown upon the map entitled Subdivision MS 188-80 "County Square" filed July 15, 1981 in Book 96 of Parcel Maps at page 19 (96 PM 19), Contra Costa County Records; thence south 7° 56' 39" east 425.63 feet (south 7° 56' 54" east 425.67 feet - 96 PM 19) along the Contra Costa County monument line to a found Contra Costa County monument located on Contra Costa Boulevard as shown upon said map (96 PM 19), last said monument having coordinates of (Y) 2,183,269.78 feet and (X) 6,110,068.06 feet [NAD83(2002.00)]; thence leaving said monument line south 29° 39' 25" west 677.48 feet to the POINT OF BEGINNING; thence from said POINT OF BEGINNING the following 21 courses: (1) south 82° 03' 20" west 20.00 feet, (2) south 2° 59' 10" east 184.23 feet, (3) south 7° 35' 51" west 86.54 feet, (4) south 15° 36' 23" west 143.30 feet,



Date: September 05, 2018

(5) south 23° 12' 30" west 138.58 feet, (6) south 14° 09' 57" west 63.79 feet, (7) south 8° 24' 29" east 72.62 feet, (8) south 23° 40' 32" east 277.61 feet, (9) south 31° 17' 22" east 84.79 feet, (10) south 38° 31' 57" east 94.24 feet, (11) south 43° 29' 46" east 168.77 feet, (12) south 55° 34' 47" east 69.09 feet, (13) south 68° 35' 51" east 129.54 feet, (14) south 37° 09' 44" east 27.69 feet, (15) south 58° 28' 43" west 75.24 feet, (16) south 71° 29' 23" east 125.89 feet to a point herein after referred to as **Point 'A'**, thence from said **Point 'A'** (17) south 71° 29' 23" east 10.55 feet, (18) south 31° 39' 50" west 17.83 feet, (19) south 49° 27' 12" east 21.92 feet, (20) south 74° 32' 34" east 92.39 feet, (21) south 52° 37' 30" east 110.71 feet to a point herein after referred to as **Point 'B'**.

Containing a total of 20,043 square feet, more or less.

**Parcel 11 (FCPID 5204)**

All that portion of herein above referenced CCCFC&WCD parcel (6044 O.R. 356) bounded on the northeast by herein above described Parcel 10, bounded on the northwest by a line from the herein above referenced **Point 'A'** which bears south 69° 53' 41" west 74.40 feet to the southwesterly line of said CCCFC&WCD parcel (6044 O.R. 356) and bounded on the southeast by a line from the herein above referenced **Point 'B'** which bears (1) south 37° 22' 30" west 5.00 feet and (2) south 25° 51' 38" west 15.93 feet to the southwesterly line of said CCCFC&WCD parcel (6044 O.R. 356).

Containing a total of 4525 square feet, more or less.

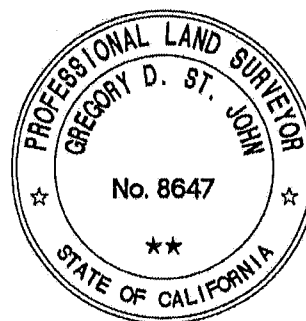
**Parcel 12A (FCPID 5205)**

A 20-foot wide strip of land the centerline of which is described as follows:

Beginning at herein above said **Point 'B'**; thence north 1° 35' 59" west 144.26 feet; thence north 32° 59' 54" east 10.31 feet to the northeasterly line of herein above referenced CCCFC&WCD parcel (5418 O.R. 632).

Containing a total of 3089 square feet, more or less.

Date: September 05, 2018



**Parcel 12B (FCPID 5206)**

A 20-foot wide strip of land the centerline of which is described as follows:

Beginning at herein above said **Point 'B'**; thence south  $0^{\circ} 02' 52''$  east 724.77 feet; thence south  $38^{\circ} 02' 43''$  west 250.00 feet to a point which bears north  $1^{\circ} 30' 08''$  west 593.26 feet from a found standard monument having coordinates of (Y) 2179659.57 and (X) 6110249.42 [NAD83(2002.00)], said monument being located on College Way as shown upon the subdivision map entitled "Tract 2051" recorded on October 27, 1954 in Book 56 of Maps at page 9 (56 M 9), Contra Costa County Records, from which a similar found standard monument located at the intersection of College Way and College Drive as shown upon said map (56 M 9) and having coordinates of (Y) 2179661.56 and (X) 6110564.26 [NAD83(2002.00)] bears north  $89^{\circ} 38' 16''$  east 314.85 feet (north  $89^{\circ} 38' 08''$  east 314.86 feet – Record 56 M 9).

Containing a total of 6253 square feet, more or less.

**Unless otherwise specified, bearings and distances shown herein are based on the North American Datum of 1983, Zone 0403, GPS Epoch 2002.00. Multiply grid distances shown herein by 1.00005927 to obtain ground distances.**

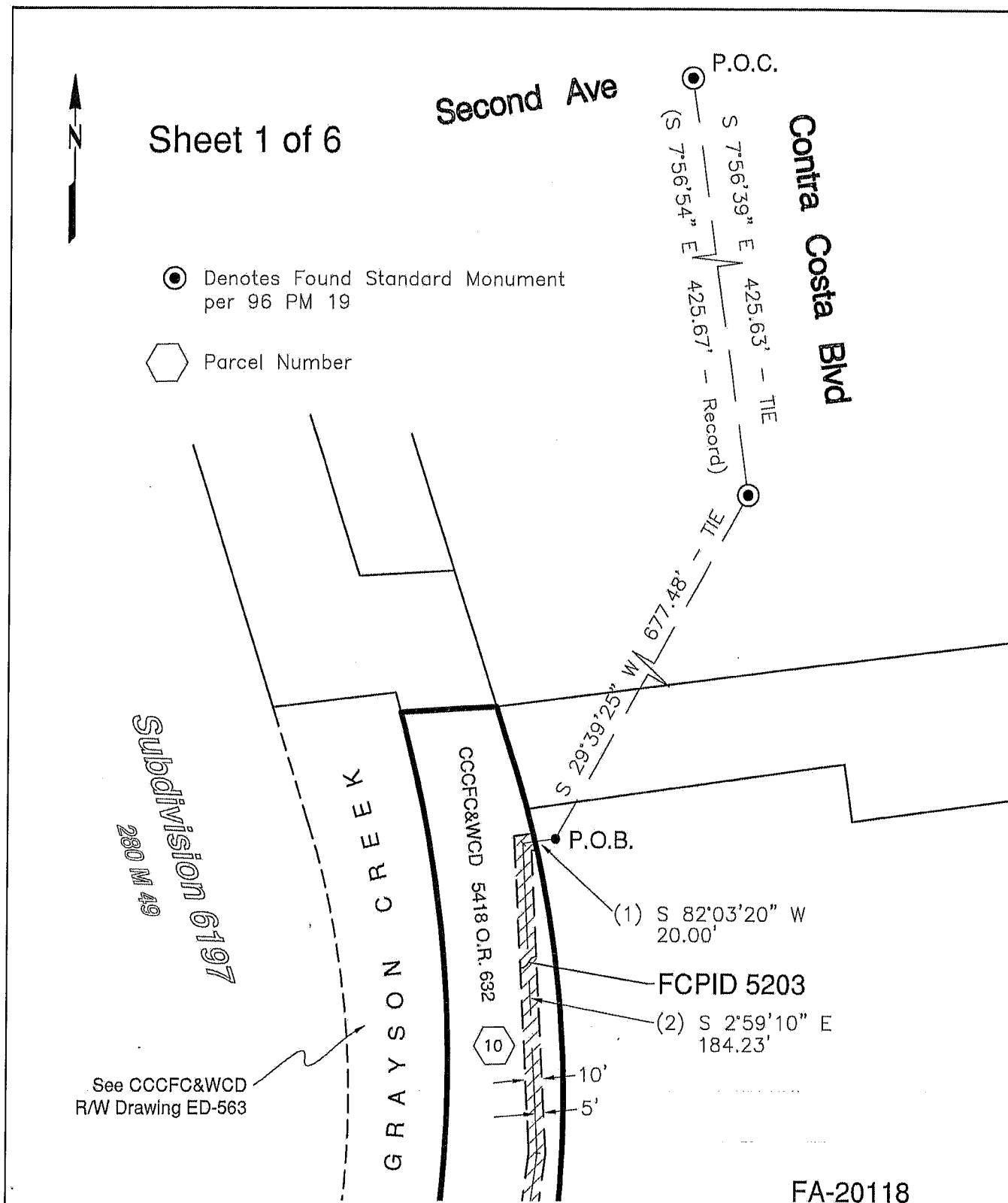
**Attached hereto is a plat designated CCCFC&WCD drawing number "FA-20118" and entitled Exhibit "B-1" and by this reference made a part hereof.**

  
Date: September 05, 2018



# EXHIBIT "B-1"

## CENTRAL CONTRA COSTA SANITARY DISTRICT

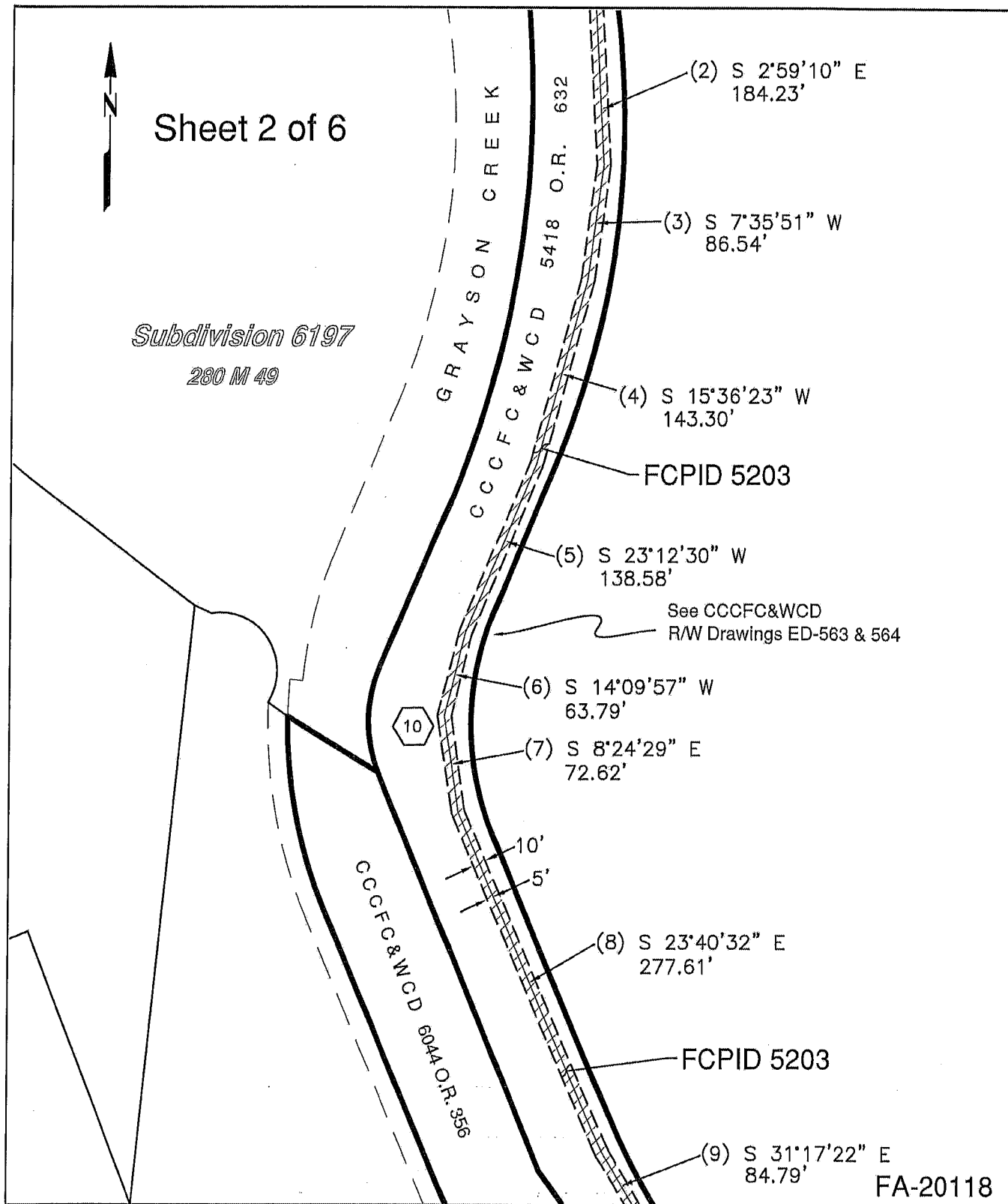


FA-20118

DRAWN BY: K.D.C.	CHECKED BY: GDS/KJW	SYSTEM MAP: 47B1	JOB NO.: 4985
SCALE: 1" = 80'	DATE: 10/02/18	CO. ASSMT. NO.: N/A	PARCEL NO.: 10

# EXHIBIT "B-1"

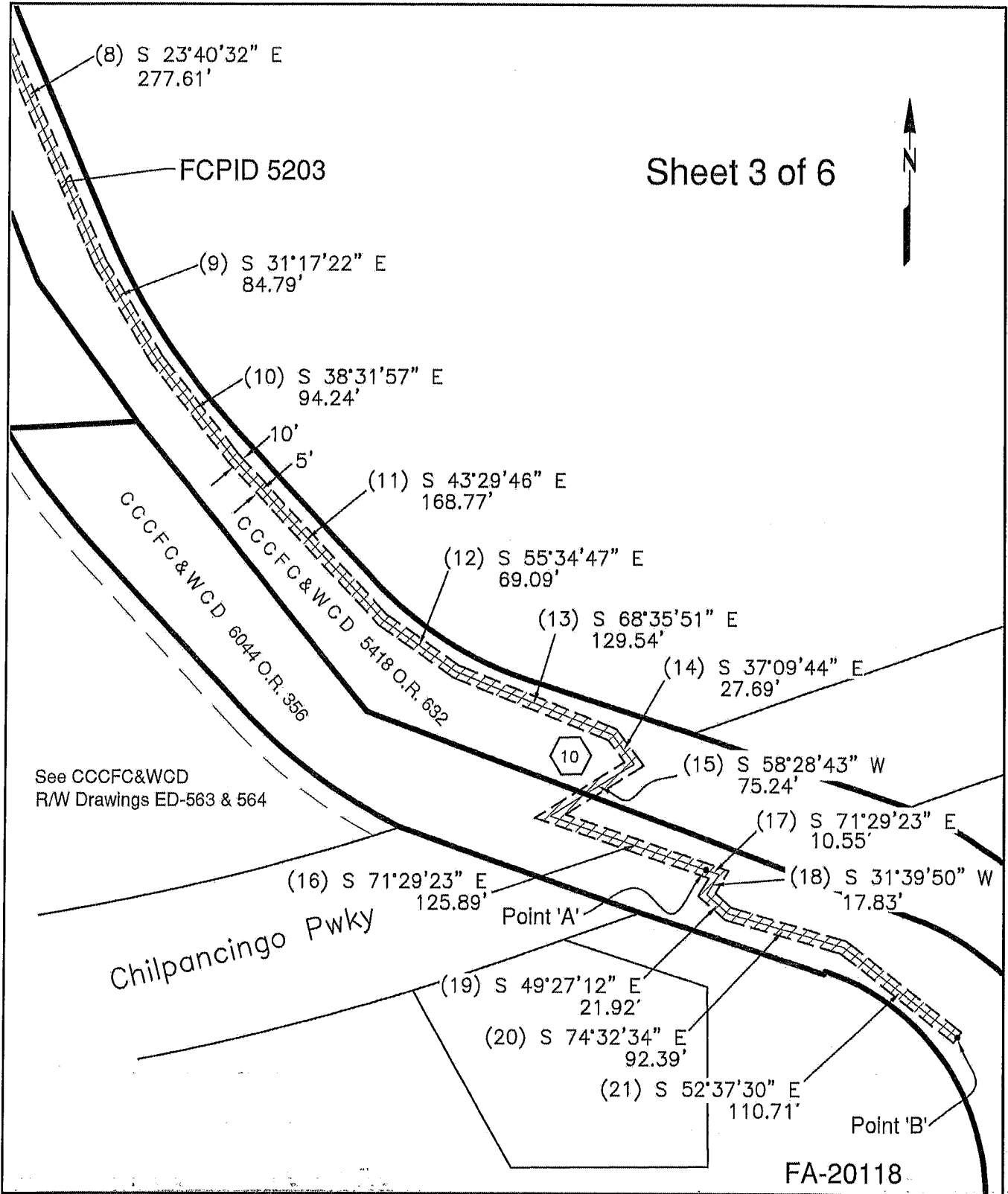
CENTRAL CONTRA COSTA SANITARY DISTRICT



DRAWN BY: K.D.C.	CHECKED BY: GDS/KJW	SYSTEM MAP: 47B2	JOB NO.: 4985
SCALE: 1" = 100'	DATE: 10/02/18	CO. ASSMT. NO.: N/A	PARCEL NO.: 10

# EXHIBIT "B-1"

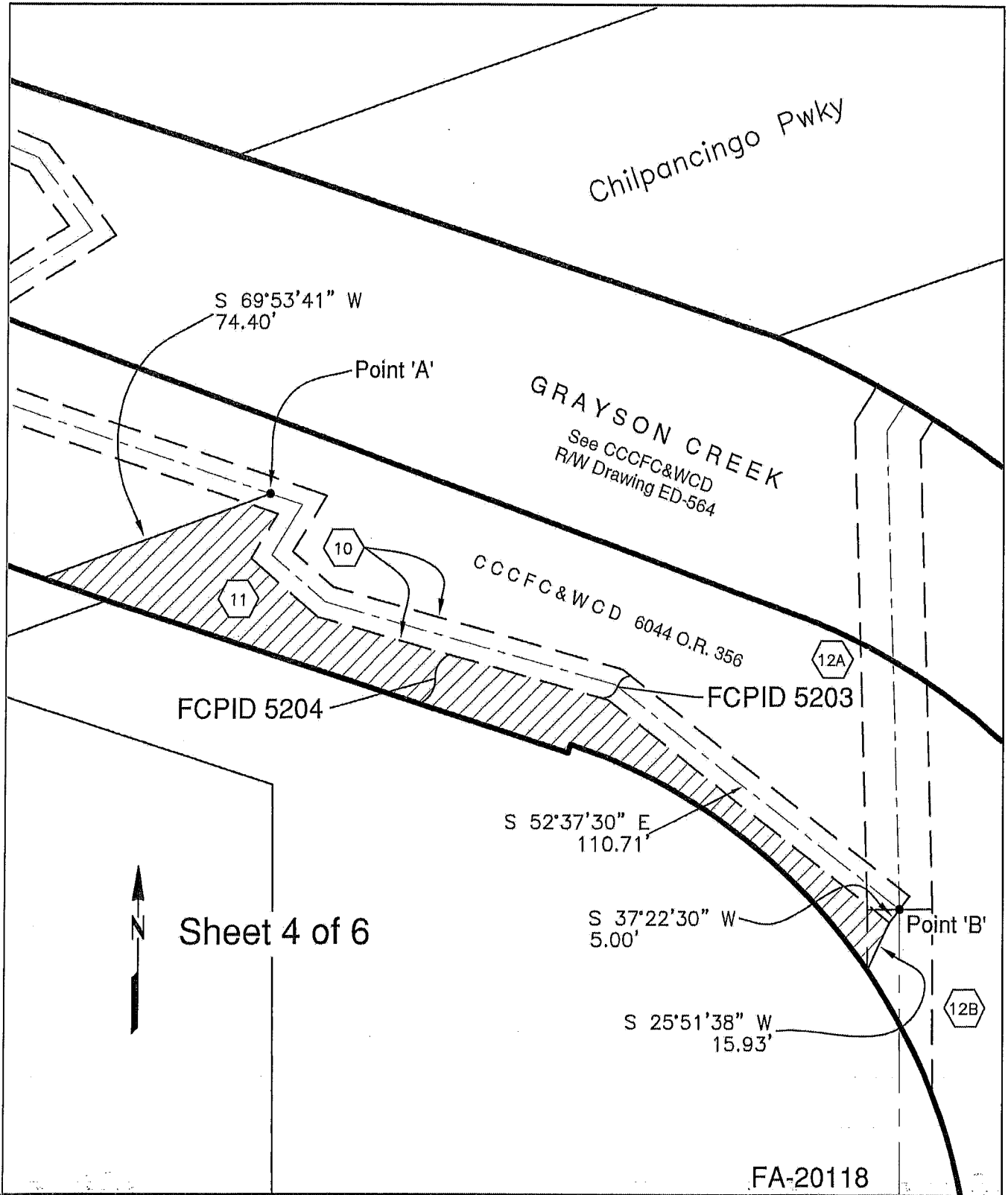
CENTRAL CONTRA COSTA SANITARY DISTRICT



DRAWN BY: K.D.C.	CHECKED BY: GDS/KJW	SYSTEM MAP: 47B2	JOB NO.: 4985
SCALE: 1" = 100'	DATE: 10/02/18	CO. ASSMT. NO.: N/A	PARCEL NO.: 10

# EXHIBIT "B-1"

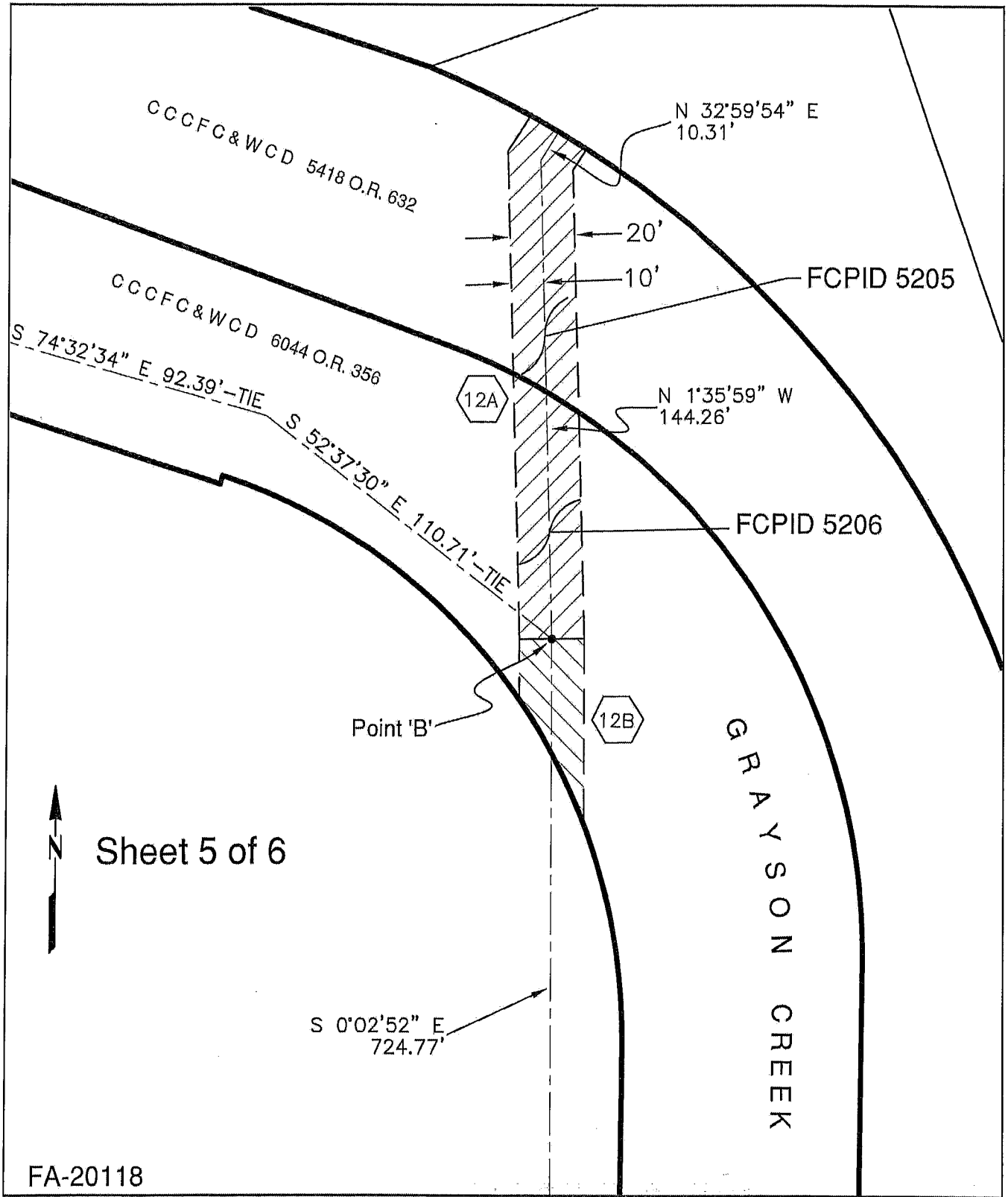
CENTRAL CONTRA COSTA SANITARY DISTRICT



DRAWN BY: K.D.C.	CHECKED BY: GDS/KJW	SYSTEM MAP: 47B2	JOB NO.: 4985
SCALE: 1" = 40'	DATE: 10/02/18	CO. ASSMT. NO.: N/A	PARCEL NO.: 11

# EXHIBIT "B-1"

CENTRAL CONTRA COSTA SANITARY DISTRICT

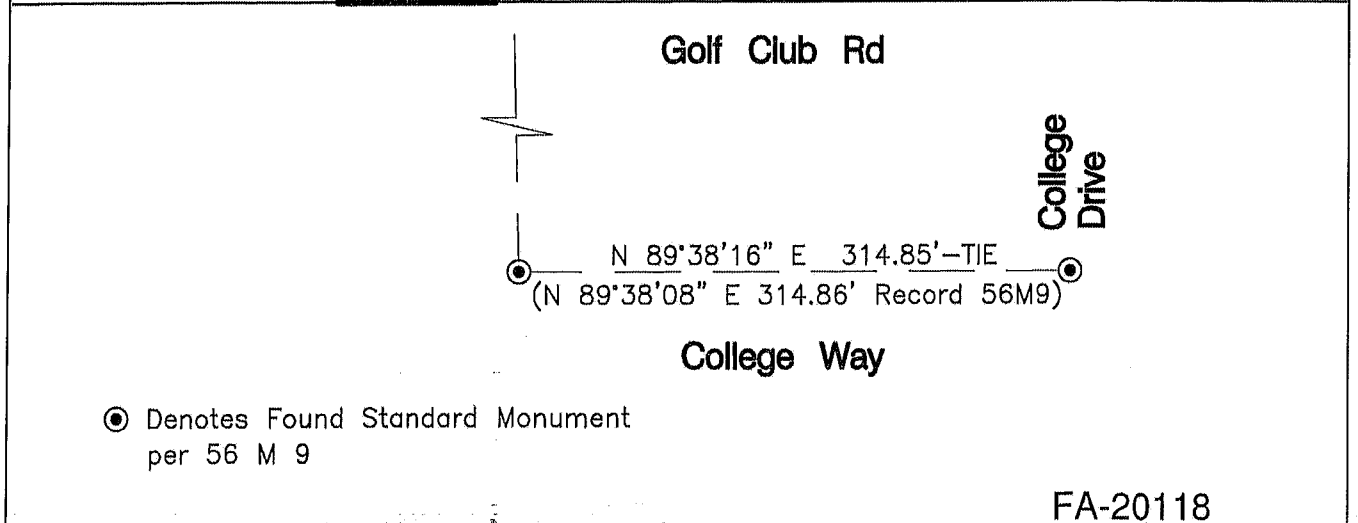
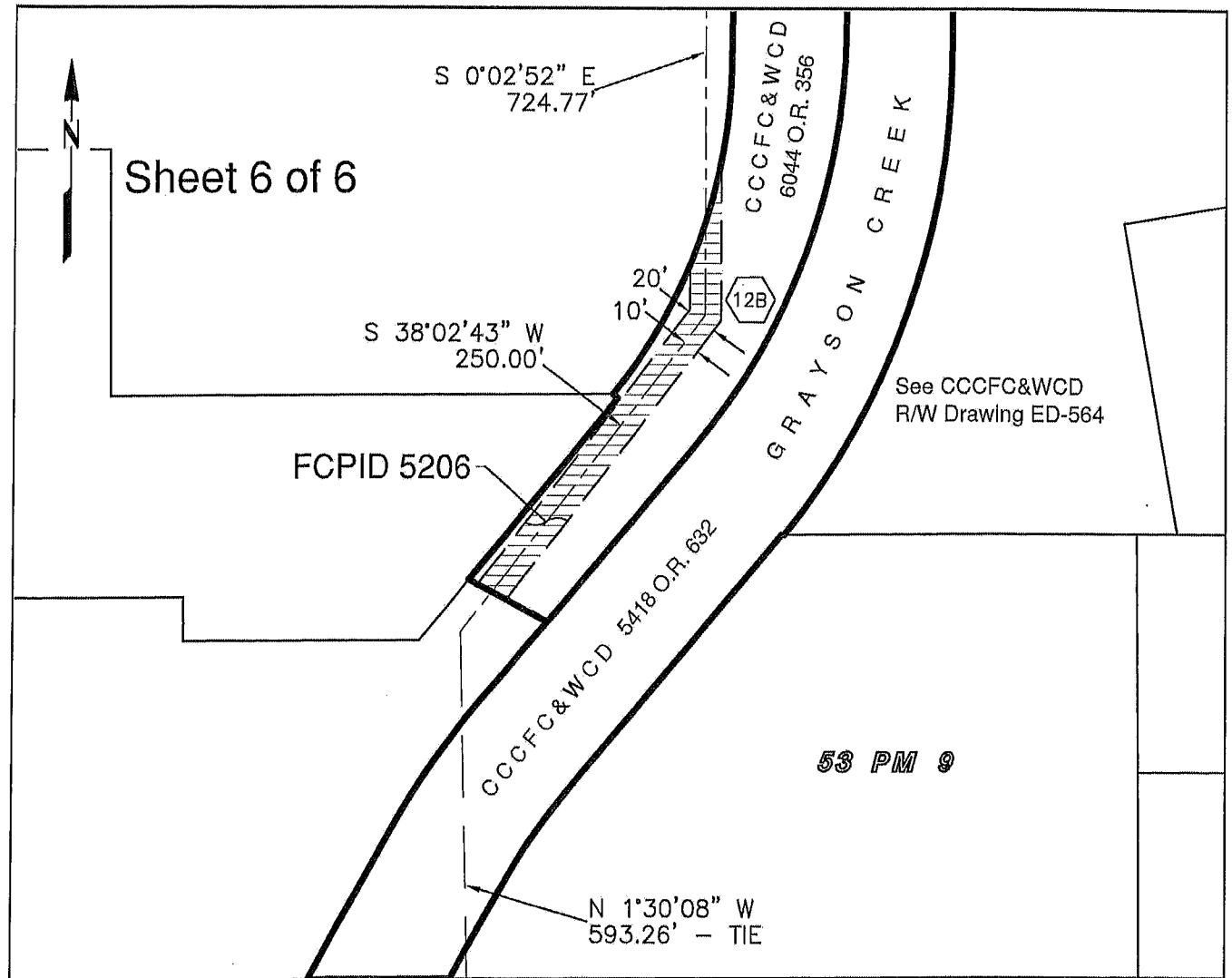


FA-20118

DRAWN BY: K.D.C.	CHECKED BY: GDS/KJW	SYSTEM MAP: 47B2	JOB NO.: 4985
SCALE: 1" = 40'	DATE: 10/02/18	CO. ASSMT. NO.: N/A	PARCEL NO.: 12A & 12B



**EXHIBIT "B-1"**  
CENTRAL CONTRA COSTA SANITARY DISTRICT



DRAWN BY: K.D.C.	CHECKED BY: GDS/KJW	SYSTEM MAP: 47B3	JOB NO.: 4985
SCALE: 1" = 100'	DATE: 10/02/18	CO. ASSMT. NO.: N/A	PARCEL NO.: 12B

## EXHIBIT "A-2"

REAL PROPERTY in the city of Pleasant Hill, county of Contra Costa, state of California described as follows:

### Parcel 33 (FCPID 5207)

Portion of the parcel of land described in the Corporation Grant Deed to Contra Costa County Flood Control and Water Conservation District (CCCFC & WCD) recorded on June 9, 1958 in Book 3174 of Official Records of said county at page 384 (3174 O.R. 384) said parcel being also the parcel of land described in the Grant Deed to CCCFC & WCD recorded on June 9, 1958 in Book 3174 of Official Records of said county at page 387 (3174 O.R. 387), described as follows:

All that portion of above referenced parcel of land (3174 O.R. 384 & 3174 O.R. 387) lying within a 20-foot wide strip of land the centerline of which is described as follows:

Commencing at a found standard monument as shown upon the Corner Record filed with the County Surveyor of said county on February 13, 2008 in Book 105 of Corner Records at page 50 (105 CR 50), said monument located on Ruth Drive, 75 feet more or less southerly of the intersection of the centerlines of Ruth Drive and Lois Court as set in the location of the iron pipe shown upon the subdivision map entitled "Gregory Gardens Unit No.5" recorded June 23, 1950 in Book 40 of Maps at page 42 (40 M 42), Contra Costa County Records, said standard monument having coordinates of (Y) 2176008.85 feet and (X) 6110397.02 feet North American Datum of 1983, Zone 0403, GPS Epoch 2002.00 [NAD83(2002.00)]; thence north 2° 37' 27" east 104.62 feet (north 2° 37' 34" east 104.64 feet – Calculated Record 40 M 42) to a similar found standard monument as shown upon said Corner Record (105 CR 50) as set in the location of the iron pipe upon said map (40 M 42), said standard monument having coordinates of (Y) 2176113.36 feet and (X) 6110401.81 feet [NAD83(2002.00)]; thence north 46° 22' 50" west 356.49 feet to the POINT OF BEGINNING; thence

Date: September 05, 2018



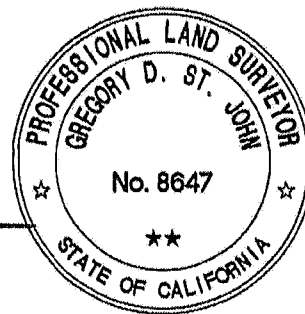
from said POINT OF BEGINNING the following 4 courses: (1) south 24° 28' 20" east 269.32 feet, (2) south 16° 46' 19" west 694.02 feet, (3) south 3° 02' 00" west 285.24 feet, (4) south 43° 40' 36" west 184.04 feet to a point which bears north 4° 10' 19" east 356.08 feet from a found standard monument accepted as shown upon the Corner Record filed with the County Surveyor of said county on February 13, 2008 in Book 105 of Corner Records at page 49 (105 CR 49), said monument located on Ardith Drive, 524 feet more or less northeasterly of the intersection of the centerlines of Ardith Drive and Kathleen Drive as set in the location of the iron pipe shown upon the subdivision map entitled "Gregory Gardens Unit No. 4" recorded May 2, 1950 in Book 40 of Maps at page 12 (40 M 12), Contra Costa County Records, said standard monument having coordinates of (Y) 2174676.58 feet and (X) 6109886.94 feet [NAD83(2002.00)] and which bears north 19° 36' 55" east 577.95 feet (north 19° 35' 02" east 578.00 feet – Record 40 M 12) from a similar found standard monument as shown upon the Corner Record filed with the County Surveyor of said county on February 13, 2008 in Book 106 of Corner Records at page 1 (106 CR 1) as set in the location of the iron pipe shown upon said map (40 M 12), said standard monument having coordinates of (Y) 2174132.17 feet and (X) 6109692.92 feet [NAD83(2002.00)].

Containing a total of 11,551 square feet, more or less.

**Unless otherwise specified bearings and distances shown herein are based on the North American Datum of 1983, Zone 0403, GPS Epoch 2002.00. Multiply grid distances shown herein by 1.00006421 to obtain ground distances.**

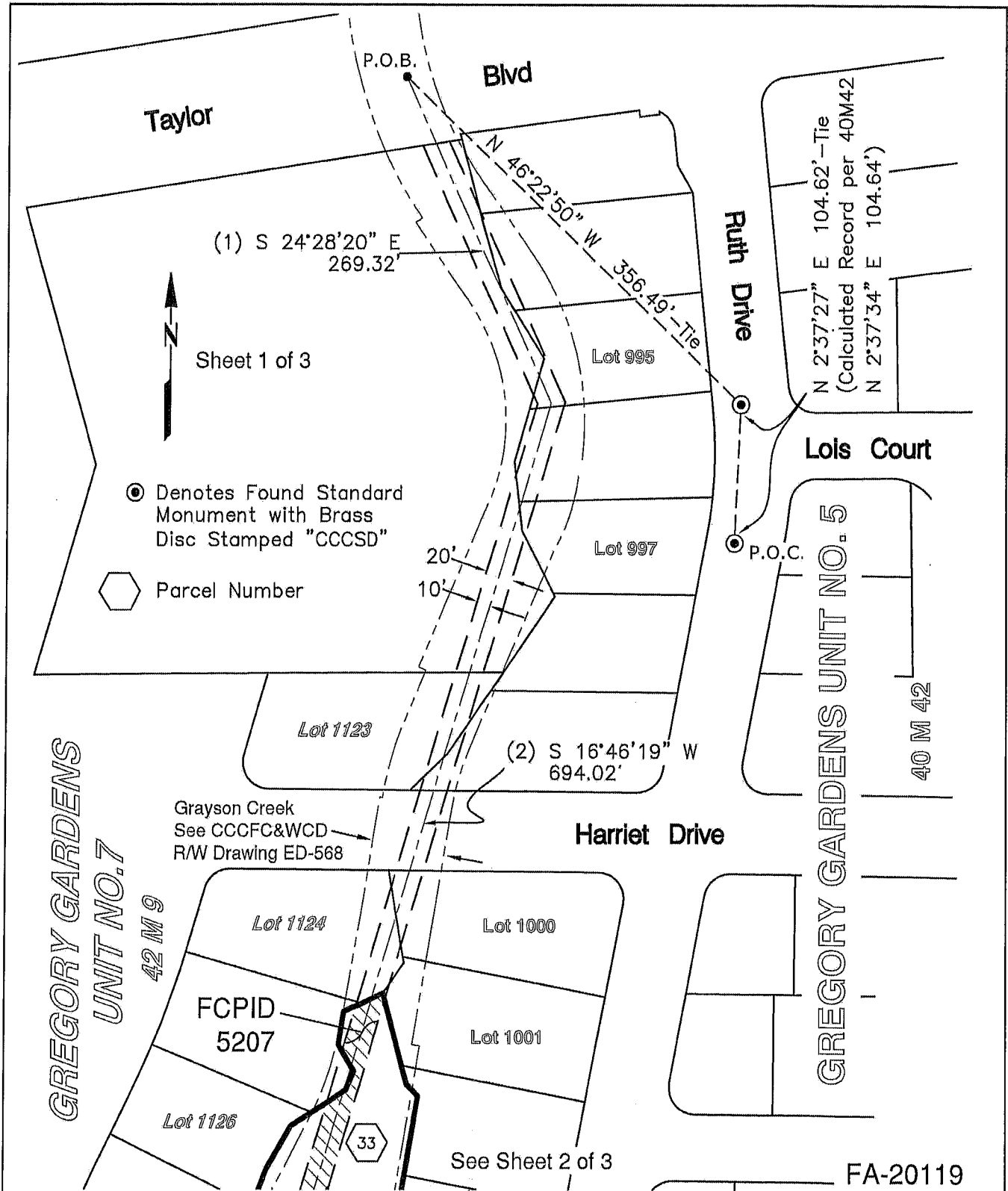
**Attached hereto is a plat designated CCCFC&WCD drawing number "FA-20119" and entitled Exhibit "B-2", also Exhibit "C-2a", Exhibit "C-2b", and Exhibit "C-2c" and by this reference made a part hereof.**

  
Date: September 05, 2018



# EXHIBIT "B-2"

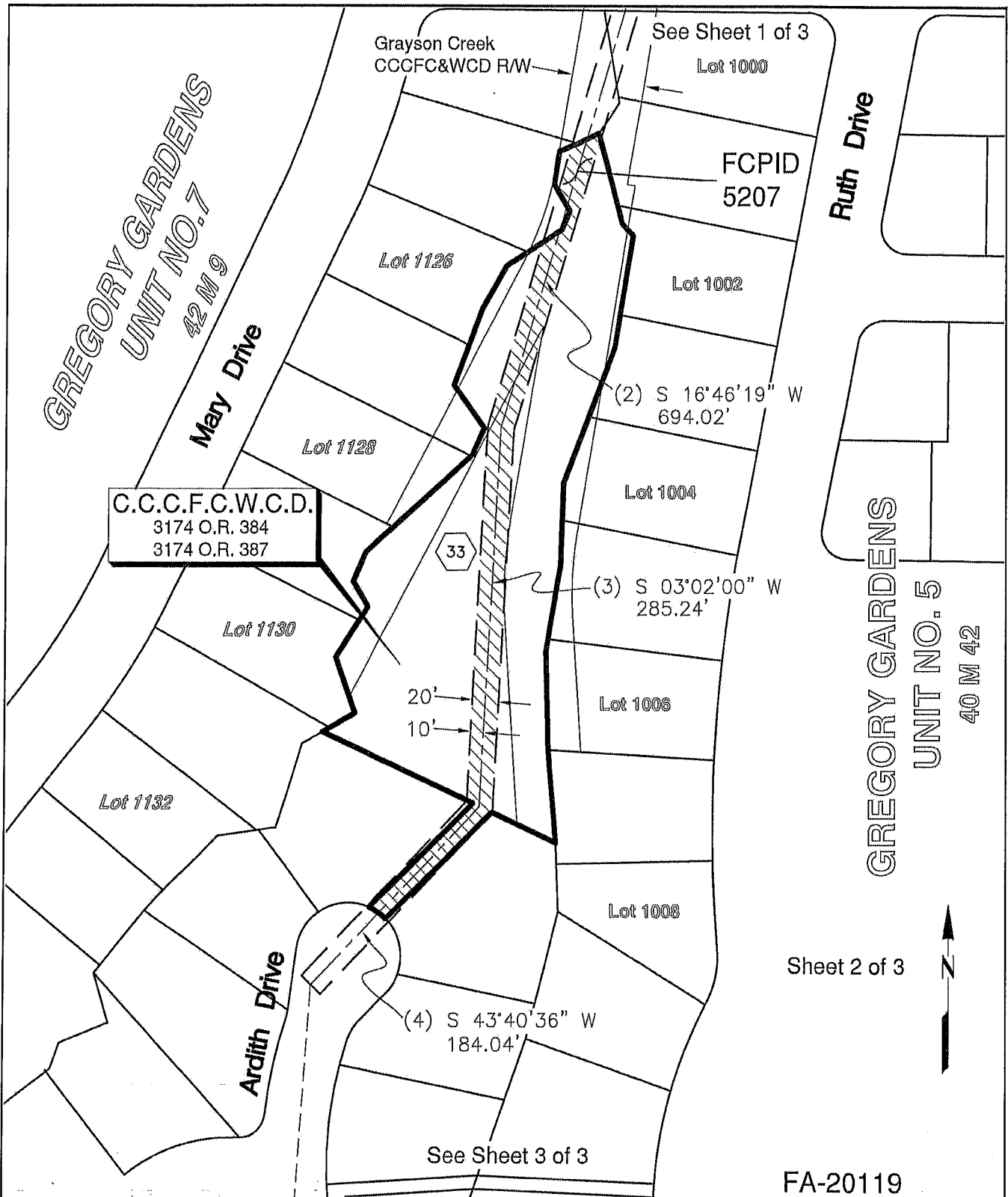
CENTRAL CONTRA COSTA SANITARY DISTRICT



DRAWN BY: K.D.C.	CHECKED BY: GDS/KJW	SYSTEM MAP: 47B5	JOB NO.: 4985
SCALE: 1" = 100'	DATE: 10/02/18	CO. ASSMT. NO.: 153-161-001	PARCEL NO.: 33

# EXHIBIT "B-2"

CENTRAL CONTRA COSTA SANITARY DISTRICT



**C.C.C.F.C.W.C.D.**  
 3174 O.R. 384  
 3174 O.R. 387

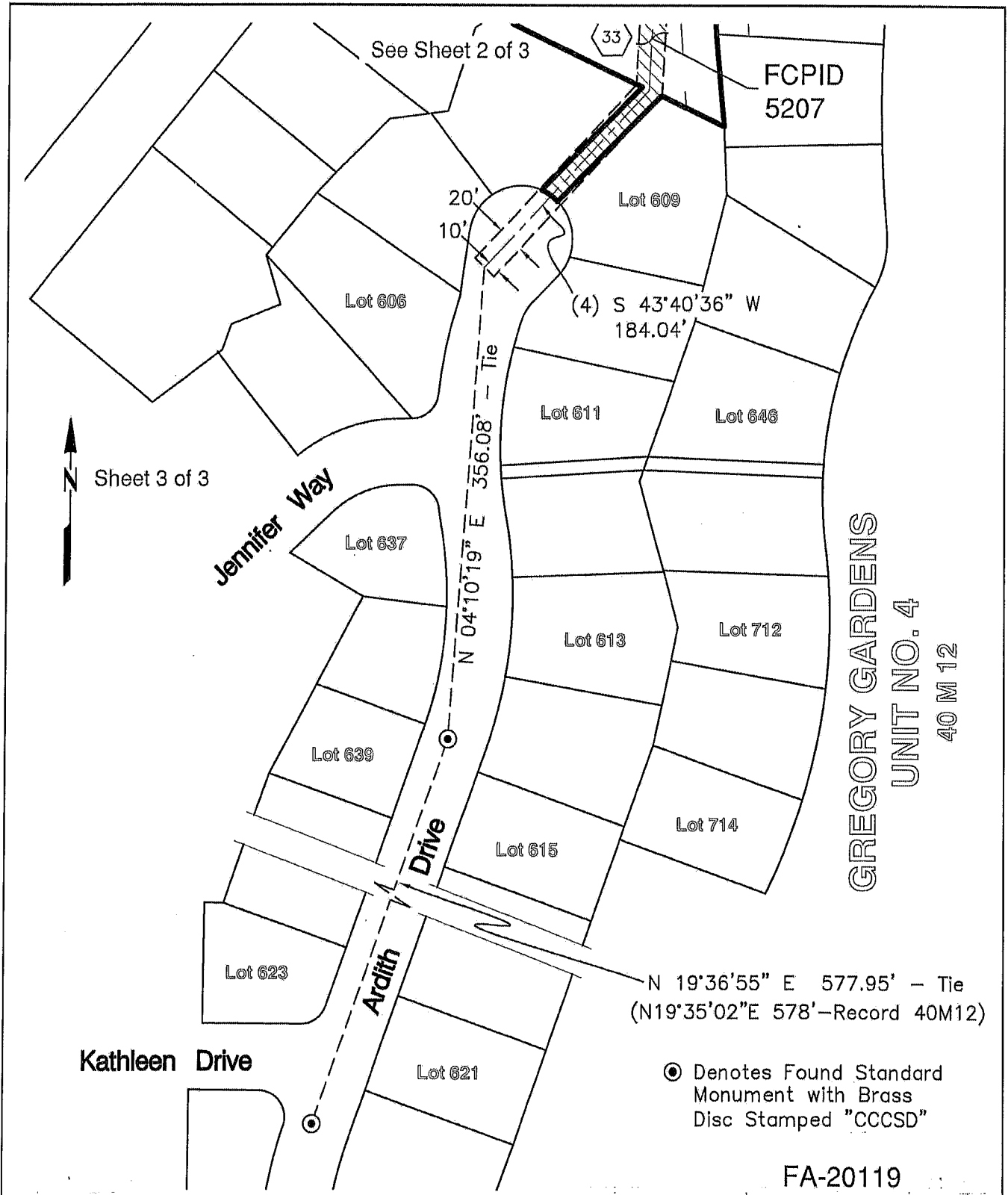
Sheet 2 of 3



FA-20119

DRAWN BY: K.D.C.	CHECKED BY: GDS/KJW	SYSTEM MAP: 47B5	JOB NO.: 4785
SCALE: 1"=100'	DATE: 10/02/18	CO. ASSMT. NO.: 153-161-001	PARCEL NO.: 33

**EXHIBIT "B-2"**  
CENTRAL CONTRA COSTA SANITARY DISTRICT

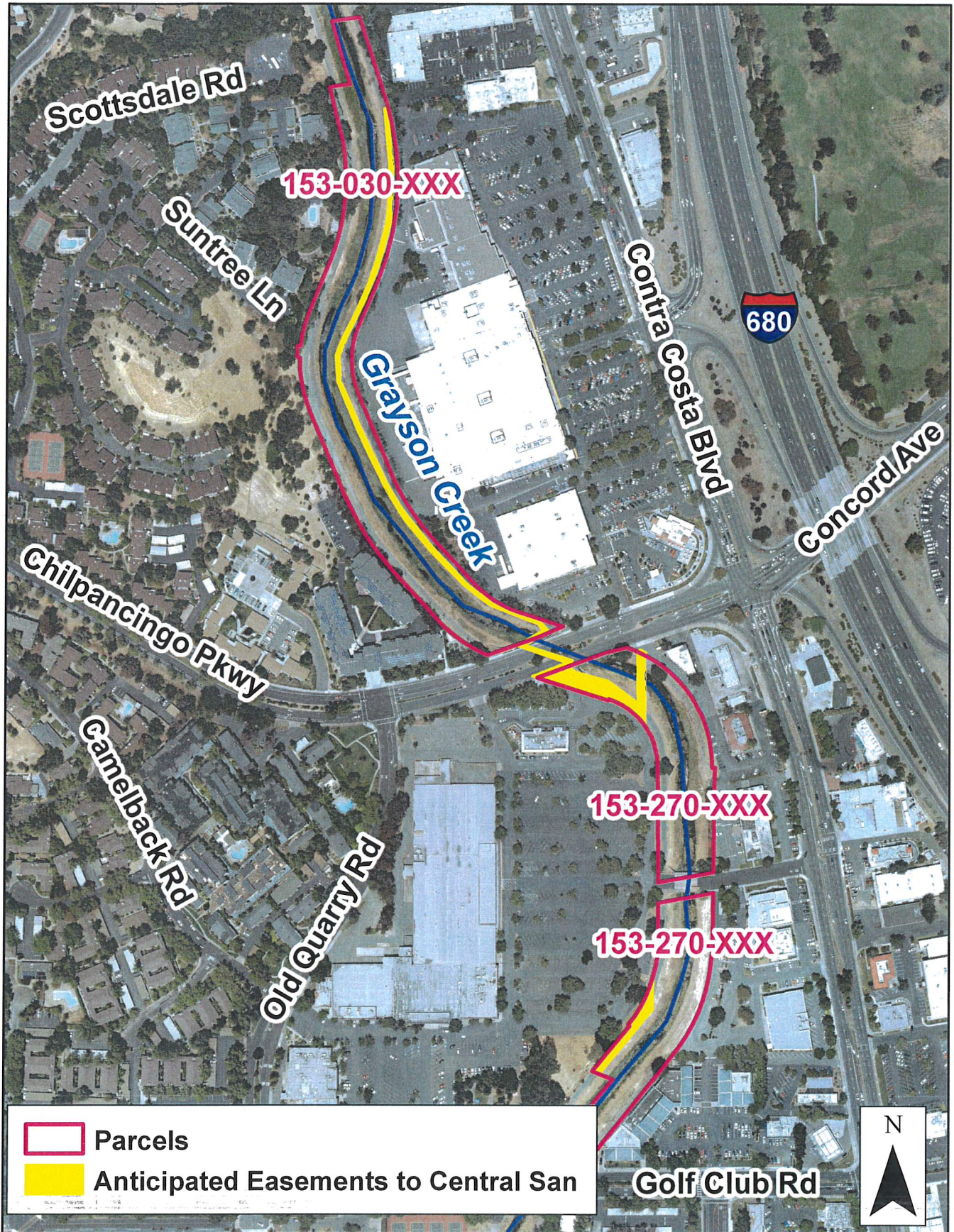


FA-20119

DRAWN BY: K.D.C.	CHECKED BY: GDS/KJW	SYSTEM MAP: 47B5	JOB NO.: 4985
SCALE: 1"=100'	DATE: 10/02/18	CO. ASSMT. NO.: 153-161-001	PARCEL NO.: 33



# Issuance of Flood Control Grants of Easement (FCP 629-98) Central San Interceptor/Recycled Water Project



0 500 1,000 Feet

Figure 3



# Issuance of Flood Control Grants of Easement (FCP 629-98) Central San Interceptor/Recycled Water Project

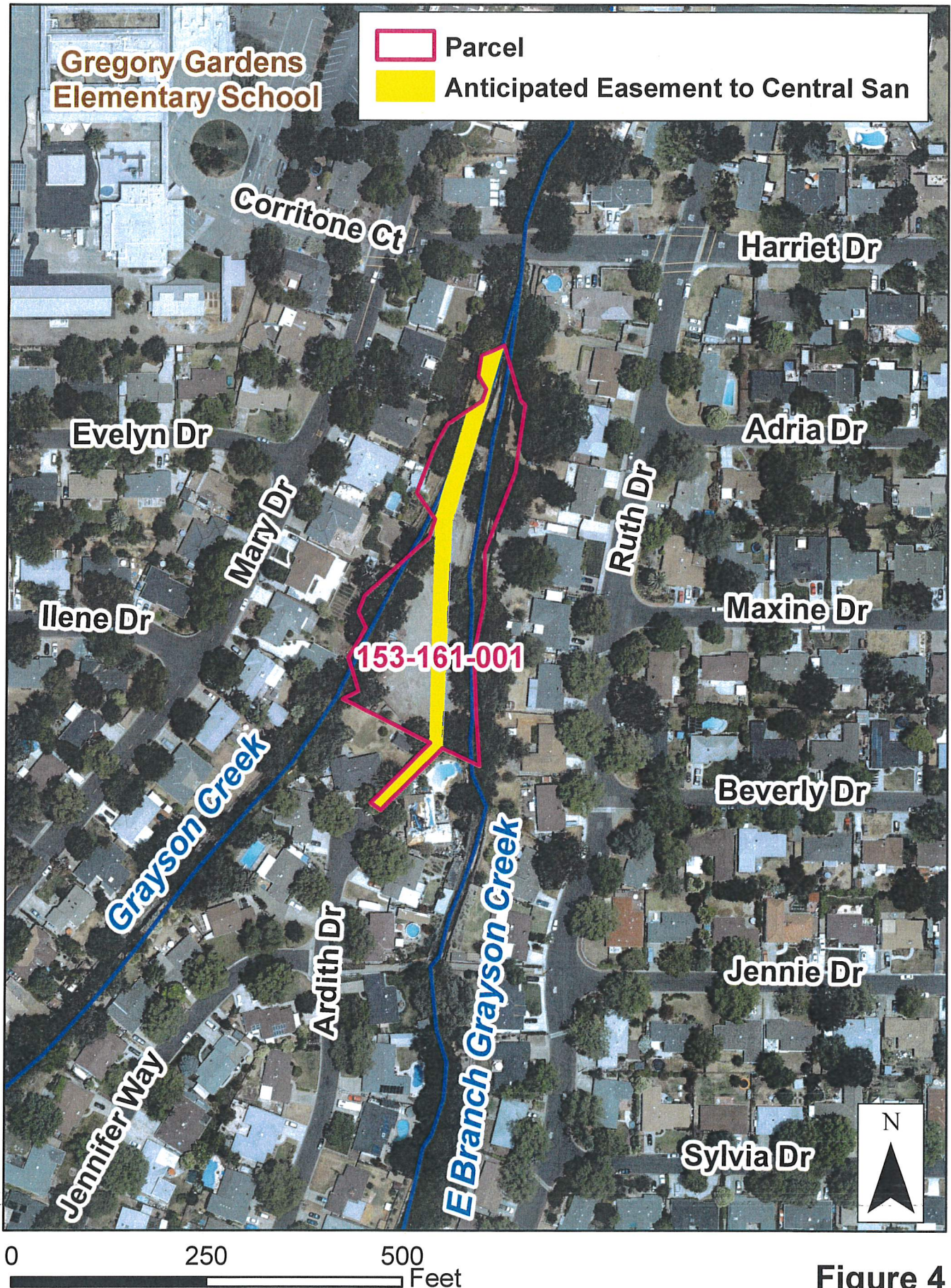


Figure 4