

RIGHT OF WAY CONTRACT - INTERNAL ESCROWS

RW 8-3A (4/93)

Page 1 of 3

Grantor: Contra Costa Water District, a California Special District
Portion of APN: 007-160-014
Project Name: Marsh Creek Bridge Replacements #28C-0143 & #28C-0145
Project No.: 0662-6R4083
Federal Project No.: BRLS 5928 (125)
Parcel Nos.: 3, 4, 7 & 9

_____, California

_____, 2021

Parcel Nos. Three and Four, in the form of Roadway Easements, and Parcel Nos. Seven and Nine, in the form of Temporary Construction Easements, dated _____, 2021, covering the Property particularly described in the above instruments and Clause 4 below, (collectively the "Property") have been executed and delivered to Olivia 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, except as provided otherwise herein.
2. The County shall pay the undersigned Grantor the sum of Four Thousand Dollars and No/100, (\$4,000.00) for the Property and interests conveyed by the above documents. The County will take title to the Property subject to Grantor's underlying fee title and:
 - (a) All covenants, conditions, restrictions and reservations of record.
 - (b) All existing easements or rights of way of record over said Property.
3. 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 of record title, the undersigned Grantor, covenants and agrees to indemnify and hold County 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 County shall not exceed the amount paid to the Grantor under this contract.
4. Permission is hereby granted to the County, its employees, contractors, and their authorized agents to enter upon Grantor's land within that certain area described in Exhibits "A-2 and A-3" attached hereto and made a part hereof, for the purpose of a Temporary Construction Easement (TCE) in connection with the Project.

5. To the extent permitted by law, County shall indemnify, defend, and hold harmless Grantor, its directors, officers, agents, and employees from and against any and all loss, liability, expense, claims, costs, suits, and damages, including attorneys' fees, arising out of County's operation or performance under the TCE, including all costs, claims and damages (including property and personal injury) arising out of any hazardous substances or hazardous wastes (including petroleum) within the TCE AREA but only to the extent said hazardous substance or wastes are released as a direct result of County's activities within the TCE AREA (except for such hazardous substances or wastes as are determined to have been placed within the TCE AREA by Grantor prior to being uncovered or released by County's activities within the TCE AREA). County shall be responsible for and reimburse Grantor for any damage to or loss of Grantor's facilities, including, but not limited to, any damage or loss due to corrosion of Grantor's pipelines and appurtenant facilities, present or future, directly or substantially contributed to or caused by County's use of the TCE AREA pursuant to this agreement.
6. In case of unpredictable delays in construction, upon written notification, the term of the TCE, provided in Section 9 below, 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 prior to the expiration of the original term.
7. Upon completion of the occupancy and use of the TCE, County shall promptly restore the area, including any above ground facilities of the Grantor, and leave the area in a clean and presentable condition, free from waste, to the reasonable satisfaction of Grantor.
8. The Grantor hereby represents and warrants that during the period of Grantor's ownership of the Property, Grantor has no knowledge of any disposal, release or threatened release of hazardous substances or Hazardous Wastes on, from, or under the Property. Grantor further represents and warrants that Grantor has no knowledge of any disposal, release, or threatened release of hazardous substances or Hazardous Wastes, on, from, or under the Property, which may have occurred prior to Grantor taking title to the Property. County has the option of preparing an Environmental Phase One Report.

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

9. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject Property by the County, including the right to remove and dispose of improvements shall

commence on August 15, 2021, or close of escrow controlling this transaction, whichever occurs first, and the use of temporary easement rights, if any, shall commence on August 15, 2021 and terminate on May 14, 2023. 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.

- 10. This transaction will be handled through an internal escrow with Contra Costa County, 255 Glacier Drive, Martinez, California, 94553.

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

CONTRA COSTA COUNTY
Recommended for Approval:

By *Olivia Reynolds-Freeman*
Olivia Reynolds-Freeman
Senior Real Property Agent

By *Jessica L. Dillingham*
Jessica L. Dillingham
Principal Real Property Agent

Contra Costa Water District,
a California Special District

By *Stephen J. Welch*
Stephen J. Welch
General Manager

APPROVED AS TO FORM

Dylan E. City
DISTRICT LEGAL COUNSEL

APPROVED:

By _____
Brian M. Balbas
Public Works Director

Date _____
(Date of Approval)

Marsh Creek Road (Road No. 3971A)
Contra Costa Water District
Portion of APN 007-160-014
Drawing No. RW-3971A-2020A

EXHIBIT "A-2"

Real property in an unincorporated area of the County of Contra Costa, State of California, being a portion of that part of Rancho Los Meganos within Township 1 South, Range 2 East, Mount Diablo Meridian, also being a portion of the property described in Exhibit D in the Final Order of Condemnation to Contra Costa Water District (CCWD), recorded September 10, 1998 in Recorder's Series number 1998-0218936, Contra Costa County records, described as follows:

Parcel 7 – Temporary Construction Easement

A temporary Construction Easement (TCE) for construction purposes and incidents thereto, upon, in, over and across the property described below for a period of twenty-one months, to commence on August 15, 2021 and terminate on May 14, 2023.

Commencing at the northeast corner of said CCWD property (1998-0218936), being a point on the southerly right of way line of Marsh Creek Road; thence along said right of way line south 63°15'53" west 615.25 feet; thence south 65°00'23" west 401.30 feet to the Point of Beginning; thence from said Point of Beginning, leaving said right of way line south 50°39'56" west 39.66 feet; thence south 61°32'48" west 265.34 feet; thence south 68°45'34" west 312.54 feet; thence south 0°00'00" west 34.21 feet; thence south 87°49'29" west 42.24 feet; thence south 65°00'23" west 66.53 feet; thence south 14°39'44" west 13.32 feet; thence south 65°00'23" west 156.17 feet; thence north 24°10'56" west 30.25 feet to said southerly right of way line; thence along said right of way line north 65°00'23" east 43.71 feet; thence leaving said right of way line south 24°59'37" east 20.00 feet; thence north 65°00'23" east 31.46 feet; thence north 56°57'03" east 107.04 feet; thence north 24°59'37" west 5.00 feet to said right of way line; thence along said right of way line north 65°00'23" east 95.72 feet; thence leaving said right of way line north 80°27'19" east 9.19 feet; thence north 67°28'24" east 310.61 feet; thence north 62°39'07" east 263.81 feet; thence north 50°39'56" east 20.10 feet to said southerly right of way line; thence along said right of way line north 65°00'23" east 20.19 feet to the Point of Beginning.

Containing an area of 9,842 square feet of land, more or less.

This real property description has been prepared by me or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: James A. Stein

Licensed Land Surveyor
Contra Costa County Public Works Department

Date: 9/17/2020



Marsh Creek Road (Road No. 3971A)
Contra Costa Water District
Portion of APN 007-160-014
Drawing No. RW-3971A-2020A

EXHIBIT "A-3"

Real property in an unincorporated area of the County of Contra Costa, State of California, being a portion of that part of Rancho Los Meganos within Township 1 South, Range 2 East, Mount Diablo Meridian, also being a portion of the property described in Exhibit D in the Final Order of Condemnation to Contra Costa Water District (CCWD), recorded September 10, 1998 in Recorder's Series number 1998-0218936, Contra Costa County records, described as follows:

Parcel 9 – Temporary Construction Easement

A temporary Construction Easement (TCE) for construction purposes and incidents thereto, upon, in, over and across the property described below for a period of twenty-one months, to commence on August 15, 2021 and terminate on May 14, 2023.

Commencing at the northwest corner of said CCWD property (1998-0218936); thence along the northerly line of said CCWD property north 60°04'23" east 922.06 feet to a point on the southerly right of way line of Marsh Creek Road, as described in the deed to Contra Costa County, filed December 28, 1936 in Book 424 of Official Records at Page 244, said point being the beginning of a curve, concave to the south, a radial to said point bears north 29°55'37" west; thence easterly along said right of way line, and said curve, having a radius of 2975.00 feet, through a central angle of 0°15'33", an arc length of 13.45 feet to the Point of Beginning; thence from said Point of Beginning, continuing along said right of way line and said curve, through a central angle of 4°40'27", an arc length of 242.70 feet; thence north 65°00'23" east 175.03 feet; thence leaving said right of way line south 24°59'37" east 14.96 feet; thence south 43°10'09" west 75.71 feet; thence north 66°31'51" west 54.88 feet; thence south 61°29'11" west 248.97 feet; thence south 69°03'17" west 62.20 feet; thence north 29°40'04" west 3.06 feet to the Point of Beginning.

Containing an area of 5,412 square feet of land, more or less.

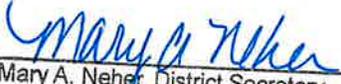
This real property description has been prepared by me or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: James A. Stein

Licensed Land Surveyor
Contra Costa County Public Works Department

Date: 9/17/2020




Mary A. Neher, District Secretary
Contra Costa Water District

RESOLUTION NO. 21-004

**A RESOLUTION AUTHORIZING EXECUTION OF A NON-EXCLUSIVE
PERPETUAL ROADWAY EASEMENT, TEMPORARY CONSTRUCTION EASEMENT,
AND A RIGHT OF WAY CONTRACT WITH CONTRA COSTA COUNTY
AT MARSH CREEK ROAD IN BRENTWOOD**

WHEREAS, the Contra Costa Water District (District) owns certain real property in the unincorporated Contra Costa County the for Los Vaqueros watershed; and

WHEREAS, Contra Costa County (County) has requested that District grant a non-exclusive perpetual roadway easement and temporary construction easement to the County for the replacement of a bridge at Marsh Creek Road as depicted in the Exhibit attached hereto; and

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of the Contra Costa Water District, that the General Manager, or his designee, is hereby authorized to execute for and on behalf of the District, a Right of Way Contract with temporary construction easement, and a perpetual, non-exclusive roadway easement, each in a form approved by District's legal counsel, the easement to be recorded in the Official Records of Contra Costa County.

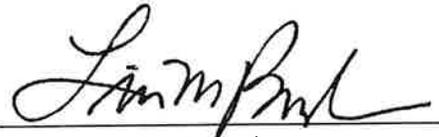
The foregoing Resolution was duly and regularly adopted at a meeting held on the 17th day of March 2021, by the Board of Directors of the Contra Costa Water District by the following vote:

AYES: Holdaway, Burgh, Avila, Borba, Martinez

NOES:

ABSTAIN:

ABSENT:



Lisa M. Borba, President

ATTEST:

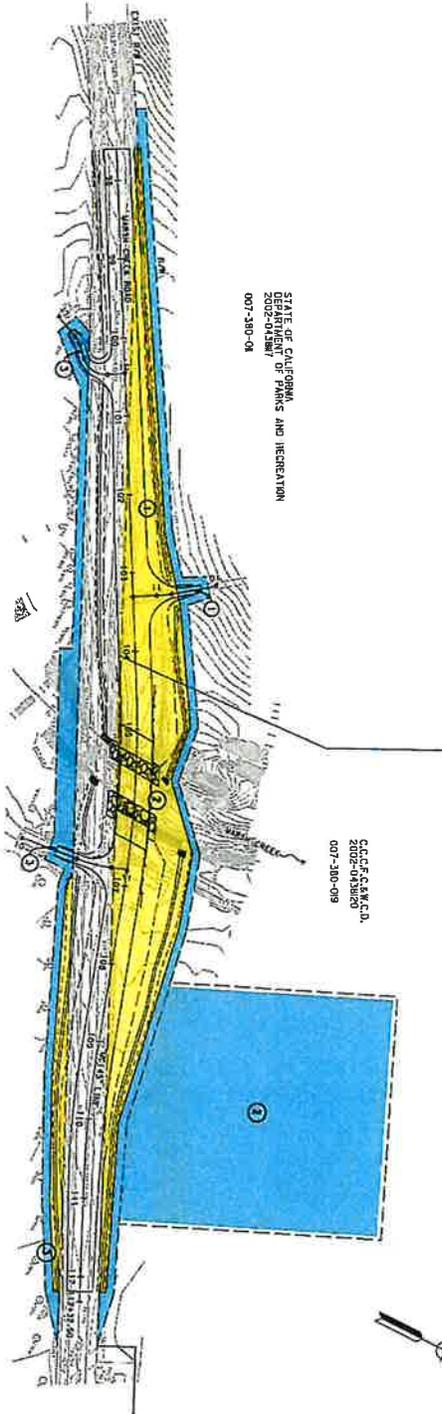


Mary A. Neher, District Secretary

PREPARED FOR THE COUNTY OF CONTRA COSTA - DEPARTMENT OF PUBLIC WORKS

CALCULATED-DESIGNED BY	REVISOR BY
CHECKED BY	DATE REVISED

- LEGEND**
- TEMPORARY CONSTRUCTION EASEMENT (TCE)
 - PERMANENT RIGHT-OF-WAY ACQUISITION
 - PRIVATE PROPERTY BOUNDARY



PARCEL NO.	OWNER	RIGHT-OF-WAY (ACRES)	TCE (ACRES)
1	STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION	0.65	0.20
2	C.C.C.F.C. & W.C.O.	1.03	2.38
3	C.C.W.O.	0.17	0.43

C.C.C.F.C. & W.C.O.
58-1028936
007-160-04

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION
007-380-08

C.C.C.F.C. & W.C.O.
2002-0438020
007-310-09

BOBRIE L.A.31 REVISED 9/9/2010

UPGRADE → WIDE
CON. FILE → RECORD

RELATIVE HORIZONTAL SCALE
1" = 40'

UNIT 0000

PROJECT NUMBER & PHASE

00000000001

DATE	COUNTY	PROJECT	PROJECT NUMBER
01/20/20	CONTRA COSTA	MARSH CREEK ROAD BRIDGES REPLACEMENT PROJECT	00000000001

BRIDGE 148
MARSH CREEK ROAD BRIDGES REPLACEMENT PROJECT
DATE: 01-20-20
RIGHT-OF-WAY EXHIBIT

DATE PLOTTED → DATE THE PLOTTED → DATE