

**RIGHT OF WAY CONTRACT - INTERNAL ESCROWS & TEMPORARY
CONSTRUCTION EASEMENT**

RW 8-3A (4/93)

Page 1 of 3

Grantor: Contra Costa County -
Flood Control & Water Conservation District
Portion of APN: 007-380-019
Project Name: Marsh Creek Bridge Replacements #28C-0143 & #28C-0145
Project No.: 0662-6R4083
Federal Project No.: BRLS 5928 (125)
Parcel Nos.: 2 & 6

_____, California

_____, 2021

Parcel No. Two in the form of a Roadway Easement and Parcel No. Six a Temporary Construction Easement dated _____, 2021, covering the property particularly described in the above instruments and Clause 5 below, (collectively the "Property") has been executed and delivered to Olivia Reynolds-Freeman, Senior Real Property Agent for Contra Costa County.

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 County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

(B) County requires the Property for roadway purposes, a public use for which the County has the authority to exercise the power of eminent domain. Grantor is compelled to sell, and County is compelled to acquire the property.
2. The County shall pay the undersigned Grantor the sum of Twenty Three Thousand Dollars and No/100, (\$23,000.00) for the Property or interest conveyed by above documents. Title to be taken subject to Grantor's underlying fee title and:
 - (a) Covenants, conditions, restrictions and reservations of record, if any.
 - (b) Easements or rights of way of record over said property.
3. In consideration of the County's waiving the defects and imperfections in all matters of record title, the undersigned Grantor covenants and agrees to indemnify and hold Contra Costa 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.

**RIGHT OF WAY CONTRACT - INTERNAL ESCROWS & TEMPORARY
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RW 8-3A (4/93)

Page 2 of 3

4. Grantor warrants that there is a written license with SRS Ventures, GP on all or any portion of the Property exceeding a period of one month, and the Grantor further agrees to hold the County harmless and reimburse the County for any and all of its losses and expenses occasioned by reason of any license of said Property held by any tenant of Grantor's for a period exceeding one month.
5. Permission is hereby granted to the County, its contractors, and their authorized agents to enter upon Grantors' land within that certain area described in Exhibit "A-1" attached hereto and made a part hereof, for the purpose of a Temporary Construction Easement (TCE) in connection with the Project.

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 prior to the expiration of the original period.

6. The undersigned Grantor hereby agrees and consents to the dismissal of any eminent domain action in the Superior Court wherein the herein described land is included and also waived any and all claims to any money that may now be on deposit in said action.
7. The Grantor hereby represents and warrants 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 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.

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.

8. 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 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.

**RIGHT OF WAY CONTRACT - INTERNAL ESCROWS & TEMPORARY
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RW 8-3A (4/93)

Page 3 of 3

9. 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

Contra Costa County Flood Control
and Water Conservation District

Recommended for Approval:

By _____
Olivia Reynolds-Freeman
Senior Real Property Agent

By _____
Brian M. Balbas
Chief Engineer

By _____
Jessica L. Dillingham
Principal Real Property Agent

APPROVED:

By _____
Brian M. Balbas
Public Works Director

Date _____
(Date of Approval)

Marsh Creek Road (Road No. 3971A)
Contra Costa County Flood Control
and Water Conservation District
Portion of APN 007-380-019
Drawing No. RW-3971A-2020A

EXHIBIT "A-1"

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 Parcel One as described in the Grant Deed to Contra Costa County Flood Control & Water Conservation District, recorded November 20, 2002 in Recorder's Series number 2002-0438120, Contra Costa County records, described as follows:

Parcel 6 – 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 southwest corner of said Parcel One (2002-0438120), also being a point on the northerly 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; thence leaving said right of way line, along the westerly line of said Parcel One (2002-0438120), north 2°36'02" west 96.83 feet to the Point of Beginning; thence from said Point of Beginning, continuing along said westerly line north 2°36'02" west 9.68 feet; thence leaving said westerly line north 59°29'01" east 27.34 feet; thence north 52°49'26" east 139.25 feet; thence north 67°04'33" east 57.43 feet; thence north 2°23'21" west 10.37 feet; thence north 84°48'07" east 29.92 feet; thence south 31°59'14" east 19.21 feet; thence north 77°28'41" east 70.98 feet; thence north 80°28'22" east 50.97 feet; thence north 22°56'14" west 289.28 feet; thence north 67°03'46" east 310.00 feet; thence south 22°56'14" east 334.68 feet; thence north 66°49'55" east 91.41 feet; thence north 82°34'30" east 67.82 feet to said northerly right of way line; thence along said right of way line south 65°00'23" west 41.83 feet; thence leaving said right of way line south 82°34'18" west 27.98 feet; thence south 68°13'03" west 216.40 feet; thence south 79°49'45" west 267.32 feet; thence south 63°10'35" west 208.45 feet; thence south 80°48'17" west 45.51 feet; thence south 58°39'10" west 46.67 feet to the Point of Beginning.

Containing an area of 113,978 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

