

RECORDING REQUESTED BY
Contra Costa County

AND WHEN RECORDED MAIL TO
Contra Costa County
Public Works Department
255 Glacier Dr.
Martinez, CA 94553
Attn: Principal Real Property Agent

R/W X-# 1775
Slope and Drainage Easement - Pinehurst

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 257-020-003-6

GRANT OF EASEMENT

THIS INDENTURE, made and entered into this 29th day of October, 2020, by and between EAST BAY MUNICIPAL UTILITY DISTRICT, a public corporation organized and existing under the laws of the State of California hereinafter called Grantor, and Contra Costa County, a political subdivision of the State of California, hereinafter called Grantee,

WITNESSETH:

THAT the Grantor, for a good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, and the faithful performance and observance by Grantee of all of the covenants and agreements herein contained, does hereby grant, subject to all of the terms and conditions hereof, to Grantee an easement for the construction, reconstruction, maintenance, removal and use, for the purpose of maintaining roadway slopes, culverts, drainage, rock protection and erosion control, as necessary to maintain the integrity of said slope and provide for adequate drainage, together with the necessary appurtenances thereto, all hereinafter referred to as "the structure", within the boundaries of that certain real property described in **Exhibit "A"** and shown on **Exhibit "B"**, attached hereto and made a part hereof.

The easement above mentioned is granted by Grantor and accepted by Grantee upon the following terms and conditions, and Grantee does hereby covenant with Grantor as follows:

1. Grantee hereby acknowledges the title of Grantor in and to the real property above described and agrees never to assail or to resist said title.
2. The construction, reconstruction, maintenance, removal and use of, and all work upon or in connection with the structure shall at no time and in no way whatsoever interfere with the operations of Grantor; the location of the structure, the construction, reconstruction, maintenance and removal thereof and all work in connection therewith shall be done and made under the supervision and to the satisfaction of Grantor, and the construction, reconstruction, maintenance, removal and use of any aqueduct, pipelines and other facilities or improvements of Grantor, present or future, upon said real property shall at all times be paramount to any rights of Grantee under this indenture.

3. Upon completion of any of its works hereunder, Grantee shall promptly restore as near as possible the surface of the ground to the condition in which it was prior to the commencement of said work and leave said real property in a clean and presentable condition, free from waste, and if Grantee fails to keep said real property so then Grantor may perform the necessary work at the expense of Grantee, which expense Grantee agrees to pay to Grantor upon demand.

4. Grantee expressly agrees to indemnify, defend and hold harmless Grantor, its directors, officers, and employees from and against any and all loss, liability, expense, claims, costs, suits, and damages, including attorneys' fees, arising out of Grantee's operation or performance under this agreement, including all costs, claims and damages (including property and personal injury) arising out of any hazardous substances, hazardous materials or hazardous wastes (including petroleum) within the easement area or on the adjacent Grantor's property, released by Grantee, its officers, employees, or contractors, as a result of Grantee's construction, reconstruction, maintenance, use, or removal of its structure.

5. Grantee shall be responsible for and shall reimburse Grantor for any damage or loss to Grantor's present and future pipelines and appurtenances thereto, directly or indirectly contributed to or caused by Grantee's operation or performance under this agreement, including, but not limited to, any damage or loss due to corrosion of Grantor's aqueducts or pipelines, present or future, caused by the deposit by Grantee of hazardous substances, hazardous materials or hazardous wastes including petroleum or caused by electrical currents flowing between the structure and the aqueducts or pipelines of Grantor; and Grantee shall not make any physical connection or bonding whatsoever between said aqueducts or pipelines of Grantor and the structure without first having obtained the written permission of Grantor so to do.

6. Grantee agrees that it shall pay the cost of any additional work made necessary and other costs incurred by Grantor by reason of the location of said structure of the Grantee upon said real property of Grantor; all of such work shall be performed by Grantor and upon the completion thereof Grantor shall promptly upon demand be reimbursed by Grantee for the cost thereof.

7. Grantee agrees to assume all risk of damage to the structure and to any other property of Grantee or any property under the control or custody of Grantee while upon the property or rights of way of Grantor or in proximity thereto, caused by or contributed to in any way by the construction, reconstruction, operation, maintenance, repair or use of aqueducts, pipelines, or other facilities or improvements or roadways of Grantor, present or future.

8. Except in the case of routine inspections or emergency repairs, Grantee shall give to Grantor at least ten (10) days' notice in writing before entering upon the real property hereinabove described for the purpose of constructing, reconstructing, repairing or removing the structure or performing any work on or in connection with the structure or the operation thereof.

9. All rights herein granted to Grantee are subject to all existing rights, rights of way, reservations and easements by whomsoever held in and to said real property.

10. If Grantee shall fail to construct the structure and place it in operation within a period of two years after the date hereof, or shall at any time abandon the structure or any portion thereof, or fail to use the structure for the purposes for which this easement is granted, then all rights of Grantee in and to said real property or such portions thereof so abandoned or not so used shall thereupon cease and terminate and title thereto shall immediately revert to and vest in Grantor. Upon any termination of the rights of Grantee hereunder, Grantee shall at Grantee's expense, promptly upon request by Grantor so to do, remove the structure from said real property and restore said real property to its original condition; upon failure of Grantee so to do, said work may be performed by Grantor at Grantee's expense, which expense Grantee agrees to pay to Grantor promptly upon demand.

11. No rights of Grantee hereunder shall be transferred or assigned unless the written consent of Grantor is first secured. With that exception, this indenture and each and all of the covenants herein contained shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto.

12. Grantee recognizes and understands that this easement may create a possessory interest subject to property taxation and that Grantee may be subject to the payment of property taxes levied on such interest.

IN WITNESS WHEREOF, the parties hereto have executed this indenture, the day and year first above written.

EAST BAY MUNICIPAL UTILITY DISTRICT


CONTRA COSTA COUNTY

By:



Mamdoh Elawady aka Matt Elawady
Manager of Real Estate Services

By:



Brian M. Balbas
Director of Public Works

GRANTOR

GRANTEE

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Alameda

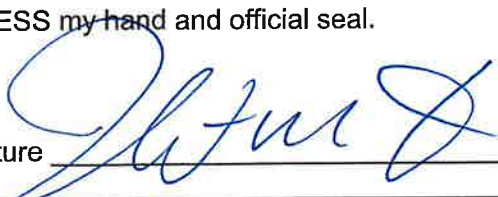
On October 29, 2020 before me, Robert M Korn, Notary Public
(insert name and title of the officer)

personally appeared Mamdoh Mohamed Elawady,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

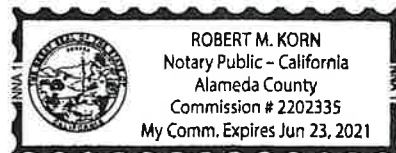
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



10. If Grantee shall fail to construct the structure and place it in operation within a period of two years after the date hereof, or shall at any time abandon the structure or any portion thereof, or fail to use the structure for the purposes for which this easement is granted, then all rights of Grantee in and to said real property or such portions thereof so abandoned or not so used shall thereupon cease and terminate and title thereto shall immediately revert to and vest in Grantor. Upon any termination of the rights of Grantee hereunder, Grantee shall at Grantee's expense, promptly upon request by Grantor so to do, remove the structure from said real property and restore said real property to its original condition; upon failure of Grantee so to do, said work may be performed by Grantor at Grantee's expense, which expense Grantee agrees to pay to Grantor promptly upon demand.

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EAST BAY MUNICIPAL UTILITY DISTRICT

CONTRA COSTA COUNTY

By: _____
Mamdoh Elawady aka Matt Elawady
Manager of Real Estate Services

By: 

Brian M. Balbas
Director of Public Works

GRANTOR

GRANTEE

EXHIBIT "A"

Real property in an unincorporated area of the County of Contra Costa, State of California, being a portion of the Southwest one-quarter of Section 15, Township 1 South, Range 3 West, Mount Diablo Meridian, also being a portion of the property described in the deed to East Bay Municipal Utility District (EBMUD), recorded November 7, 1952 in Book 2021 of Official Records, at Page 507, Contra Costa County records, described as follows:

Parcel One – Slope and Drainage Easement

Commencing at the center of the original County road leading from Redwood Canyon to Oakland, as said road is described in said EBMUD deed, at the southerly terminus of the course labeled as "north 61°30' west, 188.1 feet" in said EBMUD deed (record bearings rotated 00°24'45" clockwise for purposes of this description); thence from said Point of Commencement south 69°15'49" west, 34.58 feet to the northwesterly Right of Way of relocated Pinehurst Road (40' wide) as said Right of Way is described in Road Petition No. 173, Williams et. al., established July 6, 1896 in Volume 12, page 115 Board of Supervisors meeting minutes, and being on a non-tangent curve concave to the southeast having a radius of 59.00 feet, a radial to said point bears north 61°58'37" west, also being the Point of Beginning; thence from said Point of Beginning along said curve through a central angle of 22°29'18", an arc length of 23.16 feet; thence leaving said Right of Way north 74°49'19" west, 16.20 feet to a non-tangent curve concave to the southeast having a radius of 35.56 feet, a radial to said point bears south 85°51'56" west; thence northerly along said curve through a central angle of 37°44'22", an arc length of 23.42 feet; thence south 74°49'19" east, 17.02 feet to the Point of Beginning.

Containing an area of 394 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: 

Licensed Land Surveyor
Contra Costa County Public Works Department

Date: 7/7/2020



EXHIBIT "A"

Real property in an unincorporated area of the County of Contra Costa, State of California, being a portion of the Southwest one-quarter of Section 15, Township 1 South, Range 3 West, Mount Diablo Meridian, also being a portion of the property described in the deed to East Bay Municipal Utility District (EBMUD), recorded November 7, 1952 in Book 2021 of Official Records, at Page 507, Contra Costa County records, described as follows:

Parcel Two – Drainage Easement

Commencing at the center of the original County road leading from Redwood Canyon to Oakland, as said road is described in said EBMUD deed, at the southerly terminus of the course labeled as "north 61°30' west, 188.1 feet" in said EBMUD deed (record bearings rotated 00°24'45" clockwise for purposes of this description); thence from said Point of Commencement south 13°43'08" east, 27.17 feet to the southeasterly Right of Way of relocated Pinehurst Road (40' wide) as said Right of Way is described in Road Petition No. 173, Williams et. al., established July 6, 1896 in Volume 12, page 115 Board of Supervisors meeting minutes; thence from said Point of Beginning, leaving said Right of Way south 74°49'19" east, 26.32 feet to a point on the southwesterly Right of Way of Pinehurst Road, said point being a non-tangent curve concave to the southwest, having a radius of 131.00 feet, a radial to said point bears north 37°16'51" east, thence southeasterly along said curve through a central angle of 14°20'50", an arc length of 32.80 feet; thence leaving said Right of way north 74°49'19" west, 56.37 feet to a point on the southeasterly Right of Way of Pinehurst Road, said point being a non-tangent curve concave to the southeast having a radius of 19.00 feet, a radial to said point bears south 85°32'48" west; thence northeasterly along said curve through a central angle of 50°02'18", an arc length of 16.59 feet to the Point of Beginning.

Containing an area of 703 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: 7/7/2020



EXHIBIT B

PLAT TO ACCOMPANY EXHIBIT A

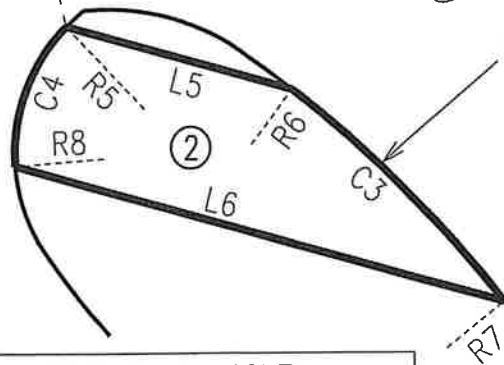
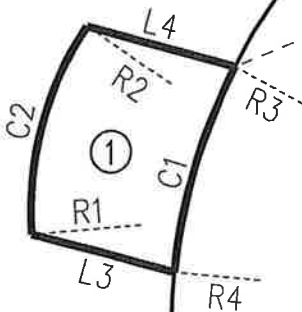
APN 257-010-002
EBRPD



SCALE 1"=20'



APN 257-020-003
EBMUD



TO OAKLAND →

40'
TO MORAGA →

LINE DATA TABLE

No.	Bearing	Length
L1	S69° 15'49"W	34.58
L2	S13° 43'08"E	27.17
L3	N74° 49'19"W	16.20
L4	S74° 49'19"E	17.02
L5	S74° 49'19"E	26.32
L6	N74° 49'19"W	56.37

RADIAL TABLE

No.	Bearing
R1	S85° 51'56"W
R2	N56° 23'42"W
R3	N61° 58'37"W
R4	N84° 27'55"W
R5	N44° 24'54"W
R6	N37° 16'51"E
R7	N51° 37'41"E
R8	S85° 32'48"W

CURVE DATA TABLE

No.	Radius	Length	Delta
C1	59.00	23.16	22° 29'18"
C2	35.56	23.42	37° 44'22"
C3	131.00	32.80	14° 20'50"
C4	19.00	16.59	50° 02'18"

PINEHURST RD Slope and Drainage Easements

Instrument:	Scale: 1"=20'	Date: JUNE 2020
Series No.:	Drawn By: AR	File No.: A2631A-20
	Recorded:	Checked By: JS
		Cad File: RW2631A20.dgn