

## RIGHT OF ENTRY PERMIT

Agency: Department of Parks and Recreation  
Diablo Range District  
Marsh Creek State Park

Project: Marsh Creek Road Bridge Replacement

This Right of Entry Permit (Permit) is made and entered into this \_\_\_ day of September 2021, between the State of California, acting by and through its Department of Parks and Recreation, hereinafter called State, and Contra Costa County, hereinafter called Permittee; State and Permittee may hereinafter be referred to as a Party, or collectively the Parties.

### RECITALS

- **Whereas**, the State owns, operates and maintains the State Park known as Marsh Creek State Park, in the County of Contra Costa, State of California; and
- **Whereas**, Permittee has applied to State for permission to access Marsh Creek State Park for purposes of carrying out Permittee's Marsh Creek Road Bridge Replacement Project #28C-0143 & #28C-0145 (the Project); and
- **Whereas**, the State desires to accommodate Permittee's application for permission to enter Marsh Creek State Park for purposes of the Project, as provided herein and as, and to the extent, such Project may be ultimately described, permitted, approved and conditioned by Permittee's Mitigated Negative Declaration (MND) environmental document entitled Marsh Creek Road Bridge Replacement 143 and 145 Project (SCH Number 2020040312) and dated April 2020, the Environmental Document is herein incorporated by reference, the State's Notice of Determination dated August 3, 2021, incorporated herein by reference as Exhibit "A", and as may be conditioned by any other regulatory agency having jurisdiction, if applicable.
- **Whereas**, Permittee has requested a Temporary Construction Easement in Parcel 5 for fencing and access during Project construction in addition to the permanent easement for new road realignment and slope accommodation over Parcels 1 and 8, as described in the legal descriptions attached hereto. This permit is expected to be the first phase of a two-phase process which will ultimately result in State granting a permanent easement for the Project to Permittee.

### TERMS AND CONDITIONS

**Now therefore**, the State by this Permit hereby grants to the Permittee permission to enter upon State's property, conditioned upon the agreement of the Parties that this Permit does not create or vest in Permittee any interest in the real property herein described or depicted, that the Permit is revocable and non-transferable, and that the Permit is further subject to the following terms and conditions:

1. **Project Description:** By this Permit, the State hereby grants to the Permittee permission to enter onto those lands depicted and/or described on Exhibit "B" (the Property), attached hereto and herein incorporated by this reference, solely for the purpose of completing the Project, the limits of which are described in the Environmental Document.
2. **Permit Subject to Laws and Regulatory Agency Permits:** This Permit is expressly conditioned upon Permittee's obtaining any and all regulatory permits or approvals required by the relevant regulatory agencies for the Project and Permittee's use of the Property, and upon Permittee's compliance with all applicable municipal, state and federal laws, rules and regulations, including all State Park regulations. Permittee shall, at Permittee's sole cost and expense, comply with the Project Description, and requirements and mitigations contained in the Environmental Document.  
  
Prior to commencement of any work, Permittee shall obtain all such legally required permits or approvals and submit to the State full and complete copies of all permits and approvals, including documentation related to or referenced in such permits and approvals, along with the corresponding agency contact and telephone numbers, and related California Environmental Quality Act (CEQA) and/or National Environmental Policy Act (NEPA) documentation as applicable.
3. **Possession and Term of Permit:** As to the Temporary Construction Easement area (Parcel 5), this Permit shall only be for the period beginning upon signature by both parties, and ending on May 14, 2023, or as may be reasonably extended by written mutual agreement of the Parties. As to Parcels 1 and 8, this Permit shall remain in effect until permanent roadway and slope easements

in Parcels 1 and 8 are conveyed to Permittee, at which time this Permit shall terminate as to Parcels 1 and 8.

It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Permit, save and except Paragraph 21, the irrevocable right of possession and use of Parcels 1, 5, and 8 by Permittee, including the right to remove and dispose of improvements, shall commence on the execution of this Permit by both parties.

4. **Consideration:** Permittee agrees to pay State the sum of four thousand ninety five and No/100 Dollars (\$4,095.00) as consideration for the Temporary Construction Easement rights granted by this Permit. Payment is due within 30 days after the execution of this Permit. The check should be payable to Department of Parks and Recreation and mailed to State Parks Diablo Range District, Attn: April Marson, 15751 Tesla Road, Livermore, CA 94550 along with a fully executed copy of this Permit.

As to the permanent roadway and slope easements in Parcels 1 and 8, Permittee agrees to pay State, under a separate transaction, with consideration and payment instructions to be provided by State.

5. **Permit Subject to Existing Claims:** This Permit is subject to existing contracts, permits, licenses, encumbrances and claims which may affect the Property.
6. **Waiver of Claims and Indemnity:** Permittee waives all claims against State, its officers, agents and/or employees, for loss, injury, death or damage caused by, arising out of, or in any way connected with the condition or use of the Property, the issuance, exercise, use or implementation of this Permit, and/or the rights herein granted. Permittee further agrees to protect, save, hold harmless, indemnify and defend State, its officers, agents and/or employees from any and all loss, damage, claims, demands, costs and liability which may be suffered or incurred by State, its officers, agents and/or employees from any cause whatsoever, arising out of, or in any way connected with this Permit, exercise by Permittee of the rights herein granted, Permittee's use of the Property and/or the Project for which this Permit is granted, except those arising out of the sole active negligence or willful misconduct of State. Permittee will further cause such indemnification and waiver of claims in favor of State to be inserted in each contract that Permittee executes for the provision of services in connection with the Project for which this Permit is granted.
7. **Contractors:** Permittee shall incorporate the terms, conditions and requirements contained herein when contracting out all or any portion of the work permitted hereunder. Permittee shall be responsible for ensuring contractor/subcontractor compliance with the terms and conditions contained herein. Failure of Permittee's contractors to abide by State's terms and conditions shall constitute default by Permittee (see DEFAULT paragraph below) allowing State to terminate this Permit and seek all legal remedies.
8. **Insurance Requirements:** As a condition of this Permit and in connection with Permittee's indemnification and waiver of claims contained herein, Permittee shall maintain, and cause its contractors to maintain, a policy or policies of insurance as follows:

#### **General Provisions Applying to All Policies**

- A. **Coverage Term** – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
- B. **Policy Cancellation or Termination & Notice of Non-Renewal** – Contractor is responsible to notify the State within five business days before the effective date of any cancellation, non-renewal, or material change that affects required insurance coverage. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- C. **Deductible** – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- D. **Primary Clause** – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- E. **Insurance Carrier Required Rating** – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self-insured

for a portion or all of its insurance, review of financial information including a letter of credit may be required.

- F. **Endorsements** – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- G. **Inadequate Insurance** – Inadequate or lack of insurance does not negate the contractor obligations under the contract.
- H. **Satisfying an SIR** - All insurance required by this contract must allow the State to pay and/or act as the contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion.
- I. **Available Coverages/Limits** - All coverage and limits available to the contractor shall also be available and applicable to the State.
- J. **Subcontractors** - In the case of Contractor utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured's under Contractor and insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor.
- K. **Self Insurance.** Permittee may provide self-insurance in lieu of any insurance policy required under this Permit given that the insurance limits meet the State standard requirements. In the event Permittee elects to provide self-insurance, Permittee shall provide State a letter or certificate from Permittee's Risk Management Division confirming the policies and policy limits for which self-insurance is being provided.

**COMMERCIAL GENERAL LIABILITY:**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, and liability assumed under an insured contract. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000. **The State of California, its officers, agents, and employees are to be covered as additional insureds with respect to liability arising out of work or operations.**

**AUTOMOBILE LIABILITY INSURANCE:**

Automobile Liability Insurance covering all owned, non-owned, and hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. **The State of California, its officers, agents, and employees are to be covered as additional insureds with respect to liability arising out of work or operations.**

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY:**

Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the State of California.**

- 9. **Reservation of Rights:** State reserves the right to use the Property in any manner, provided such use does not unreasonably interfere with Permittee's rights herein.
- 10. **Access Limits and Conditions:** Access to the Property shall be limited to the access designated by State and as shown in Exhibit B for the purpose of providing an area for workers to move around in and install temporary fencing while performing construction work on existing road and new road right of way.
  - (a) Permittee will provide State access to south gate at all times.
  - (b) Prior to entering park property and while onsite, all equipment and vehicles will be inspected daily, free of leaks, and cleaned as necessary to remove soil, vegetative matter, or other debris that could contain weed seeds or propagules to minimize the spread of invasive species.
  - (c) Permittee will provide to State prior to initiation of project: description of site preparation activities, location of staging areas and access routes, pre-construction survey results, and documentation of pre-project site conditions within permit are and along access routes.
  - (d) Any vegetation management or ground disturbance must be provided to State for approval at least three weeks in advance of scheduled activities.
  - (e) Any observations of rare plant, special status wildlife, and nesting birds within the easement must be reported to State Parks. Rare plant and special status wildlife observations will be uploaded to the California Natural Diversity Database.

11. **Notice of Work:** Any required notices to State shall be sent to the State authorities in charge of Marsh Creek State Park named below. At least seventy-two (72) hours prior to any entry upon the Property for any of the purposes hereinabove set forth, Permittee shall provide the State contact[s] named below with written notice of Permittee's intent to enter the Property. Permittee shall also notify the State contact[s] listed below in writing at least seventy-two (72) hours prior to any change in the Project schedule or cessation or completion of work. Should State personnel need to contact Permittee, State shall notify Permittee's contact person listed below:

**STATE:**

Contact: Gina Benigno,  
District Environmental Coordinator  
District: Diablo Range District  
Address: 15751 Tesla Rd  
Livermore, CA 94550  
Telephone: 925-409-8392  
Email: gina.benigno@parks.ca.gov

**PERMITTEE'S CONTACT:**

Contact: Angela Bell, Sr Real Property Agent  
Address: 40 Muir Road  
Martinez, CA 94553  
Telephone: 925-957-2451  
Email: angela.bell@pw.cccounty.us

Contact: Neil Leary, Senior Civil Engineer  
Address: 40 Muir Road  
Martinez, CA 94553  
Telephone: 925-313-2278  
Email: neil.leary@pw.cccounty.us

12. **Limits of Work:** In no event shall this Permit authorize work in excess or contrary to the terms and conditions of any regulatory agency permit or approval. Under no circumstances, whether or not authorized by any regulatory agency, other permit or any person or entity other than State, shall work exceed that which is authorized by this Permit.
13. **Public Safety:** Permittee shall erect orange plastic temporary construction fencing and appropriate signage prior to commencement of work to prevent public access to the construction zone. Permittee shall remove such fencing within two (2) days after the completion of work. Permittee shall take, and shall cause its contractors or subcontractors to take, any and all necessary and reasonable steps to protect the public from harm in connection with the Project or implementation of this Permit.
14. **Compliance with Project Requirements, Monitoring and Mitigation Measures (if applicable):** Resource monitoring and mitigation measures identified by the Project MND shall be completed in accordance with and to the satisfaction of the District Superintendent or designee.

Permittee's activities conducted under this Permit shall comply with all State and Federal environmental laws, including, but not limited to, the Endangered Species Act, CEQA, and Section 5024 of the Public Resources Code.

Any of Permittee's archaeological consultants working within the boundaries of the Property shall submit a DPR 412A permit application to the District cultural resource specialist for approval prior to commencing any archaeological or cultural investigations of the Property.

Permittee shall immediately advise State's contact person if any new site conditions are found during the course of permitted work. State will advise Permittee if any new historical resources (including archaeological sites), special status species, threatened/endangered species protocols, or other resource issues are identified within the Project site. Permittee shall abide by District Superintendent or designee's instructions to protect the resource(s) during the permitted work or risk revocation of the Permit.

Permittee shall make all excavation/ground disturbance activities on the Property available to the State archaeologist for observation and monitoring. During excavation/ground disturbance, the State archaeological monitor may observe and report to the State on all activities. State archaeological monitor shall be empowered to stop any construction activities as necessary to protect significant cultural resources from being disturbed.

In the event that previously unknown cultural resources, including, but not limited to, dark soil containing shell, bone, flaked stone, groundstone, or deposits of historic trash are encountered during Project construction by anyone, work will be suspended at that specific location, and the Permittee's work will be redirected to other tasks, until a State archaeologist or professionally qualified designee has evaluated the find and implemented appropriate treatment measures and disposition of artifacts, as appropriate, in compliance with all applicable laws and department resource directives.

If human remains are discovered during the Project, work will be immediately suspended at that specific location and the District Superintendent or designee shall be notified by Permittee. The

specific protocol, guidelines and channels of communication outlined by the California Native American Heritage Commission (NAHC), and/or contained in Health and Safety Code Section 7050.5 and Public Resources Code Sections 5097.9 et seq., will be followed. Those statutes will guide the potential Native American involvement in the event of discovery of human remains.

If resource monitoring is required to be performed by State staff, the Permittee shall provide a written work schedule to the State at least one week in advance of the work. Permittee shall provide reasonable advance notice of and invite the District Superintendent or designee to any preconstruction meetings with the prime contractor or subcontractors. The archaeologist responsible for this project with the County shall communicate with State Park Archaeologist to help coordinate monitoring effort and knowledge about the area.

15. **Restoration of Property:** Permittee shall complete the restoration, repair, and revegetation of the Property in consultation with, and to the satisfaction of, the State Environmental Scientist within one (1) year after completion of the Project or the expiration or termination of this Permit, whichever comes first. This obligation shall survive the expiration or termination of this Permit.

Revegetation and use of seed mix for restoration purposes on park land must be consistent with State Parks Genetic Integrity Policy described on Exhibit "C", attached hereto and herein incorporated by this reference. Any seeds or plantings must be from a local source and Permittee must have prior written approval by State.

16. **Performance Bond:** Not required.

17. **Right to Halt Work:** The State reserves the right to halt work and demand mitigation measures at any time, with or without prior notice to Permittee, in the event the State determines that any provision contained herein has been violated, or in the event that cessation of work is necessary to prevent, avoid, mitigate or remediate any threat to the health and safety of the public or state park personnel, or to the natural or cultural resources of the state park.

18. **Use Restrictions:** The use of the Property by Permittee, including its guests, invitees, employees, contractors and agents, shall be restricted to the daytime hours between sunrise and sunset on a day-by-day basis, unless otherwise approved in advance in writing by State. No person shall use or occupy the Property overnight.

Activities on the Property shall be conducted only in a manner which will not interfere with the orderly operation of the state park. Permittee shall not engage in any disorderly conduct and shall not maintain, possess, store or allow any contraband on the Property. Contraband includes, but is not limited to: any illegal alcoholic beverages, drugs, firearms, explosives and weapons.

Permittee shall not use or allow the Property to be used, either in whole or in part, for any purpose other than as set forth in this Permit, without the prior written consent of the State.

19. **State's Right to Enter:** At all times during the term of this Permit and any extension thereof, there shall be and is hereby expressly reserved to State and to any of its agencies, contractors, agents, employees, representatives, invitees or licensees, the right at any and all times, and any and all places, to temporarily enter upon said Property to survey, inspect, or perform any other lawful State purposes.

Permittee shall not interfere with State's right to enter.

20. **Protection of Property:** Permittee shall protect the Property, including all improvements and all natural and cultural features thereon, at all times at Permittee's sole cost and expense, and Permittee shall strictly adhere to the following restrictions:

- (a) Permittee shall not place or dump garbage, trash or refuse anywhere upon or within the Property, except in self-contained trash receptacles that are maintained to State's satisfaction by Permittee.
- (b) Permittee shall not commit or create, or suffer to be committed or created, any waste, hazardous condition or nuisance in, on, under, above or adjacent to the Property.
- (c) Permittee shall not cut, prune or remove any vegetation upon the Property, except as identified in the Project description and herein permitted or subsequently approved in writing by the District Superintendent.
- (d) Permittee shall not disturb, move or remove any rocks or boulders upon the Property, except as identified in the Project description and herein permitted or subsequently approved in writing by the District Superintendent.

- (e) Permittee shall not grade or regrade, or alter in any way, the ground surface of the Property, except as herein permitted, or subsequently approved in writing by the District Superintendent.
  - (f) Permittee shall not bait, poison, trap, hunt, pursue, catch, kill or engage in any other activity which results in the taking, maiming or injury of wildlife upon the Property, except as identified in the Project description and herein permitted or subsequently approved in writing by the District Superintendent.
  - (g) Permittee shall not use, create, store, possess or dispose of hazardous substances (as defined in the California Hazardous Substances Act) on the Property except as herein permitted, or subsequently approved in writing by the District Superintendent.
  - (h) Permittee shall exercise due diligence to protect the Property against damage or destruction by fire, vandalism and any other causes.
21. **Default:** In the event of a default or material breach by Permittee of any of the terms or conditions set forth in this Permit, State may at any time thereafter, without limiting State in the exercise of any right of remedy at law or in equity which State may have by reason of such default or breach:
- (a) Maintain this Permit in full force and effect and recover the consideration, if any, and other monetary charges as they become due, without terminating Permittee's right to use of the Property, regardless of whether Permittee has abandoned the Property; or
  - (b) Provide Permittee notice of default or material breach and a reasonable opportunity to cure the material default or breach of not less than 30 days. If Permittee fails to cure the default or material breach within that 30 day period, State may terminate this Permit; provided, however, that if a default or material breach cannot reasonably be cured within that 30-day period, State shall not terminate this Permit as long as Permittee commences to cure the default or material breach within that 30-day period and diligently continues to take steps leading to the cure of the default or material breach within a reasonable time thereafter. Upon termination of this Permit, Permittee shall immediately surrender possession of the Property to State and remove all of Permittee's equipment and other personal property from the Property. In such event, State shall be entitled to recover from Permittee all damages incurred or suffered by State by reason of Permittee's default, including, but not limited to, the following:
    - (i) any amount necessary to compensate State for all the detriment proximately caused by Permittee's failure to perform its obligations under this Permit, including, but not limited to, compensation for the cost of restoration, repair and revegetation of the Property, which shall be done at State's sole discretion and compensation for the detriment which in the ordinary course of events would be likely to result from the default; plus
    - (ii) at State's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law.
22. **State's Right to Cure Permittee's Default:** At any time after Permittee is in default or in material breach of this Permit, State may, but shall not be required to, cure such default or breach at Permittee's cost. If State at any time, by reason of such default or breach, pays any sum or does any act that requires the payment of any sum, the sum paid by State shall be due immediately from Permittee to State at the time the sum is paid. The sum due from Permittee to State shall bear the maximum interest allowed by California law from the date the sum was paid by State until the date on which Permittee reimburses State.
23. **Revocation of Permit:** The State shall have the absolute right to revoke this Permit for default or material breach only after providing notice and an opportunity to cure, as set forth in Section 21. Written notice to Permittee may be accomplished by electronic or facsimile transmission, and the notice period set forth in this paragraph shall begin on the date of the electronic or facsimile transmission, or, if sent by mail, on the date of delivery. If Permittee is in breach of the Permit or owes money to the State pursuant to this Permit, any prepaid monies paid by Permittee to State shall be held and applied by the State as an offset toward damages and/or amounts owed. Nothing stated herein shall limit the State's exercise of its legal and equitable remedies.
24. **Recovery of Legal Fees:** In any action brought to enforce or interpret any provisions of this Permit or to restrain the breach of any agreement contained herein, or for the recovery of possession of the Property, or to protect any rights given to the State against Permittee, and in any actions or proceedings under Title 11 of the United States Code, if the State shall prevail in such action on trial or appeal, the Permittee shall pay to the State such amount in attorney's fees in said

action as the court shall determine to be reasonable, which shall be fixed by the court as part of the costs of said action.

25. **Voluntary Execution and Independence of Counsel:** By their respective signatures below, each Party hereto affirms that they have read and understood this Permit and have received independent counsel and advice from their attorneys with respect to the advisability of executing this Permit.
26. **Reliance on Investigations:** Permittee declares that it has made such investigation of the facts pertaining to this Permit, the Property and all the matters pertaining thereto as it deems necessary, and on that basis accepts the terms and conditions contained in this Permit. Permittee acknowledges that State has made, and makes, no representations or warranties as to the condition of the Property, and Permittee expressly agrees to accept the Property in its as-is condition for use as herein permitted.
27. **Entire Agreement:** The Parties further declare and represent that no inducement, promise or agreement not herein expressed has been made to them and this Permit contains the entire agreement of the Parties, and that the terms of this agreement are contractual and not a mere recital.
28. **Warranty of Authority:** The undersigned represents that they have the authority to, and do, bind the person or entity on whose behalf and for whom they are signing this Permit and the attendant documents provided for herein, and this Permit and said additional documents are, accordingly, binding on said person or entity.
29. **Assignment:** This Permit shall not be assigned, mortgaged, hypothecated, or transferred by Permittee, whether voluntarily or involuntarily or by operation of law, nor shall Permittee let, sublet or grant any license or permit with respect to the use and occupancy of the Property or any portion thereof, without the prior written consent of State.
30. **Choice of Law:** This Permit will be governed and construed by the laws of the State of California.

**STATE OF CALIFORNIA**  
Department of Parks and Recreation

By: \_\_\_\_\_  
Name: Eduardo Guaracha  
Title: Diablo Range District Superintendent  
  
Dated: \_\_\_\_\_

**CONTRA COSTA COUNTY**  
Public Works Department

ACCEPTED:

By: \_\_\_\_\_  
Name: Brian Balbas  
Title: Public Works Director

RECOMMENDED FOR APPROVAL:

By: \_\_\_\_\_  
Name: Angela Bell  
Title: Supervising Real Property Agent  
  
Dated: \_\_\_\_\_



State of California – The Resources Agency  
DEPARTMENT OF PARKS AND RECREATION

## NOTICE OF DETERMINATION

**TO:** State Clearinghouse  
Office of Planning and Research  
1400 Tenth Street, Room 222  
P.O. Box 3044  
Sacramento, California 95812-3044

**FROM:** Department of Parks and Recreation  
Diablo Range District  
15751 Tesla Road  
Livermore, CA 94550

**SUBJECT:** Filing of the Notice of Determination in compliance with Section 21108 of the Public Resources Code.

**STATE CLEARINGHOUSE NUMBER:** 2020040312

**PROJECT TITLE:** Marsh Creek Road Bridge Replacement

**PROJECT APPLICANT:** Contra Costa County Public Works Department

**LEAD AGENCY:** Contra Costa County Department of Conservation and Development

**PROJECT LOCATION:** Contra Costa County

**PROJECT DESCRIPTION:** State Parks will grant land rights to Contra Costa County which are necessary for completion of the Marsh Creek Road Bridge Replacement Project. Bridge 145 is adjacent to Marsh Creek State Park. Bridge replacement at this site requires a 8,476-square-foot temporary construction easement, 13,723-square-foot permanent slope easement, and 17,744-square-foot permanent right-of-way acquisition along a section of Marsh Creek Road.

A Mitigated Negative Declaration was prepared for the project, and the Lead Agency determined no significant effect with the incorporation of mitigation measures.

**This is to advise that the California Department of Parks and Recreation (State Parks), acting as a Responsible Agency, has approved the above project and has made the following determinations regarding the above described project:**

1. The project will not have a significant effect on the environment. This determination is limited to effects within Marsh Creek State Park.
2. State Parks considered the Negative Declaration prepared by the Lead Agency for this project, pursuant to the provisions of CEQA.
3. Mitigation measures were not made a condition of State Parks approval of the project.
4. A Mitigation reporting or monitoring plan was not adopted by State Parks for this project.
5. A Statement of Overriding Considerations was not adopted by State Parks for this project.
6. Findings were not made by State Parks pursuant to the provisions of CEQA.



This is to certify that the record of project approval by State Parks as Responsible Agency is available at the California Department of Parks and Recreation, Diablo Range District Office, located at 15751 Tesla Road, Livermore, CA 94550. Mitigated Negative Declaration with comments and responses and record of project approval is available to the General Public from the Lead Agency listed above.

**CONTACT:** Gina Benigno  
Diablo Range District

**PHONE NO.:** (925) 409-8392  
**EMAIL:** Gina.Benigno@parks.ca.gov

DocuSigned by:  
*Eduardo Guaracha*  
A01CE38C48E7482 ..

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Eduardo Guaracha  
State Park Superintendent V  
Diablo Range District

Date: 8/3/2021

Exhibit "B"

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 the State of California Department of Parks and Recreation recorded November 20, 2002 in Recorder's Series number 2002-0438115, Contra Costa County records, described as follows:

**Parcel 1 – Road Easement**

Beginning at the southwest corner of the property designated as Exception 5(A) of said Parcel One (2002-0438115), 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 from said Point of Beginning, along said right of way line south 65°00'23" west 513.24 feet to a tangent curve, concave to the south; thence westerly along said curve, having a radius of 3025.00 feet, through a central angle of 2°48'41", an arc length of 148.43 feet to a non-tangent line, a radial bearing to said point bears north 27°48'18" west; thence leaving said right of way line north 46°15'05" east 15.27 feet; thence north 59°42'27" east 73.78 feet; thence north 60°47'41" east 473.61 feet; thence north 61°12'48" east 122.63 feet to the westerly line of the property designated as Exception 5(A) of said Parcel One (2002-0438115); thence along said westerly line south 2°36'02" east 55.14 feet to the Point of Beginning.

Containing an area of 17,744 square feet of land, more or less.

**Parcel 8 – Slope Easement**

Commencing at the southwest corner of the property designated as Exception 5(A) of said Parcel One (2002-0438115), 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 property designated as Exception 5(A) of Parcel One (2002-0438120), north 2°36'02" west 55.14 feet to the Point of Beginning; thence from said Point of Beginning, leaving said westerly line south 61°12'48" west 122.63 feet; thence south 60°47'41" west 473.61 feet; thence south 59°42'27" west 73.78 feet; thence south 46°15'05" west 15.27 feet to a point on said right of way line, also being a

point on a non-tangent curve, concave to the south, a radial to said point bears north 27°48'18" west; thence westerly along said curve, having a radius of 3025.00 feet, through a central angle of 0°33'04", an arc length of 29.10 feet to a non-tangent line, a radial bearing to said point bears north 28°21'22" west; thence leaving said right of way line north 46°15'05" east 45.37 feet; thence north 58°48'09" east 488.65 feet; thence north 55°43'19" east 101.11 feet; thence north 58°39'10" east 99.64 feet to the westerly line of said property designated as Exception 5(A) of Parcel One (2002-0438115); thence along said westerly line south 2°36'02" east 41.69 feet to the Point of Beginning.

Containing an area of 13,723 square feet of land, more or less.

Bearings are based on the California Coordinate System of 1983 (CCS83), Zone III derived from GPS observations.

**Exhibit "B"**, a plat is attached hereto, and by this reference, made a part hereof.

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: 7/19/2021



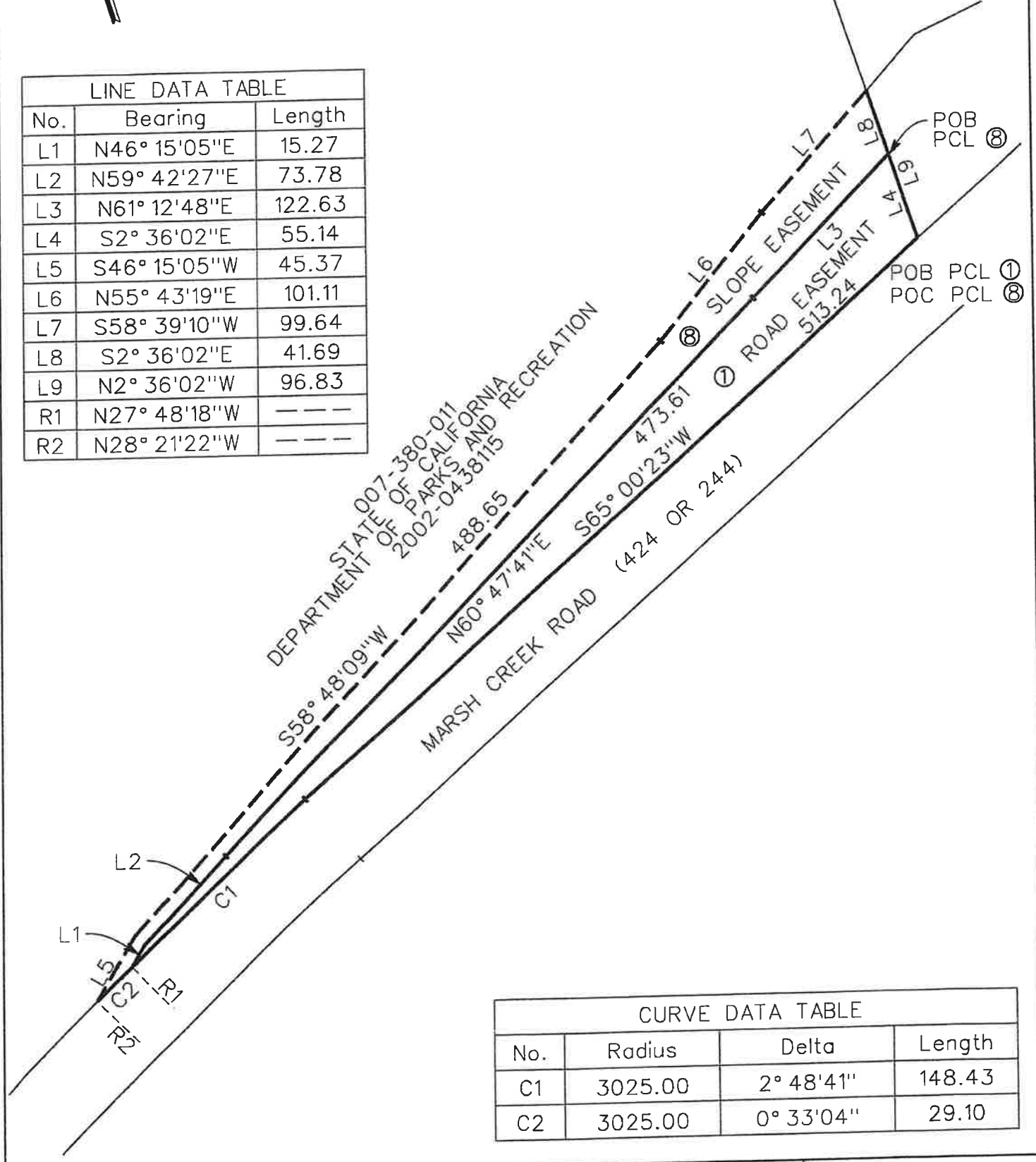
# EXHIBIT "B"

PLAT TO ACCOMPANY EXHIBIT "A"

007-380-019  
C.C.C.F.C.&W.C.D.  
2002-0438120



No.	Bearing	Length
L1	N46° 15'05"E	15.27
L2	N59° 42'27"E	73.78
L3	N61° 12'48"E	122.63
L4	S2° 36'02"E	55.14
L5	S46° 15'05"W	45.37
L6	N55° 43'19"E	101.11
L7	S58° 39'10"W	99.64
L8	S2° 36'02"E	41.69
L9	N2° 36'02"W	96.83
R1	N27° 48'18"W	----
R2	N28° 21'22"W	----



No.	Radius	Delta	Length
C1	3025.00	2° 48'41"	148.43
C2	3025.00	0° 33'04"	29.10

Instrument : Road Easement & Slope Easement	Scale 1"=80'	Date JUNE 11, 2021
	Drawn By TL	File No.
Series No.	Recorded	Checked By
		Cad File RW97420_007-380-011 State of Ca Exhibit B.dgn

Exhibit "B"

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 the State of California Department of Parks and Recreation recorded November 20, 2002 in Recorder's Series number 2002-0438115, Contra Costa County records, described as follows:

**Parcel 5 – 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 the property designated as Exception 5(A) of said Parcel One (2002-0438115), 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 property designated as Exception 5(A) of Parcel One (2002-0438120), north 2°36'02" west 96.83 feet to the Point of Beginning; thence from said Point of Beginning, leaving said westerly line south 58°39'10" west 99.64 feet; thence south 55°43'19" west 101.11 feet; thence south 58°48'09" west 488.65 feet; thence south 46°15'05" west 45.37 feet to a point on said right of way line, also being a point on a non-tangent curve, concave to the south, a radial to said point bears north 28°21'22" west; thence westerly along said curve, having a radius of 3025.00 feet, through a central angle of 1°18'03", an arc length of 68.68 feet to a non-tangent line, a radial bearing to said point bears north 29°39'25" west; thence leaving said right of way line north 43°19'57" east 65.40 feet; thence north 59°02'37" east 538.59 feet; thence north 54°32'37" east 61.13 feet; thence north 28°11'20" west 27.17 feet; thence north 54°12'16" east 27.41 feet; thence south 44°26'21" east 27.04 feet; north 59°29'01" east 109.27 feet to the westerly line of said property designated as Exception 5(A) of Parcel One (2002-0438115); thence along said westerly line south 2°36'02" east 9.68 feet to the Point of Beginning.

Containing an area of 8,476 square feet of land, more or less.

Bearings are based on the California Coordinate System of 1983 (CCS83), Zone III derived from GPS observations.

**Exhibit "B"**, a plat is attached hereto, and by this reference, made a part hereof.

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: 7/19/2021



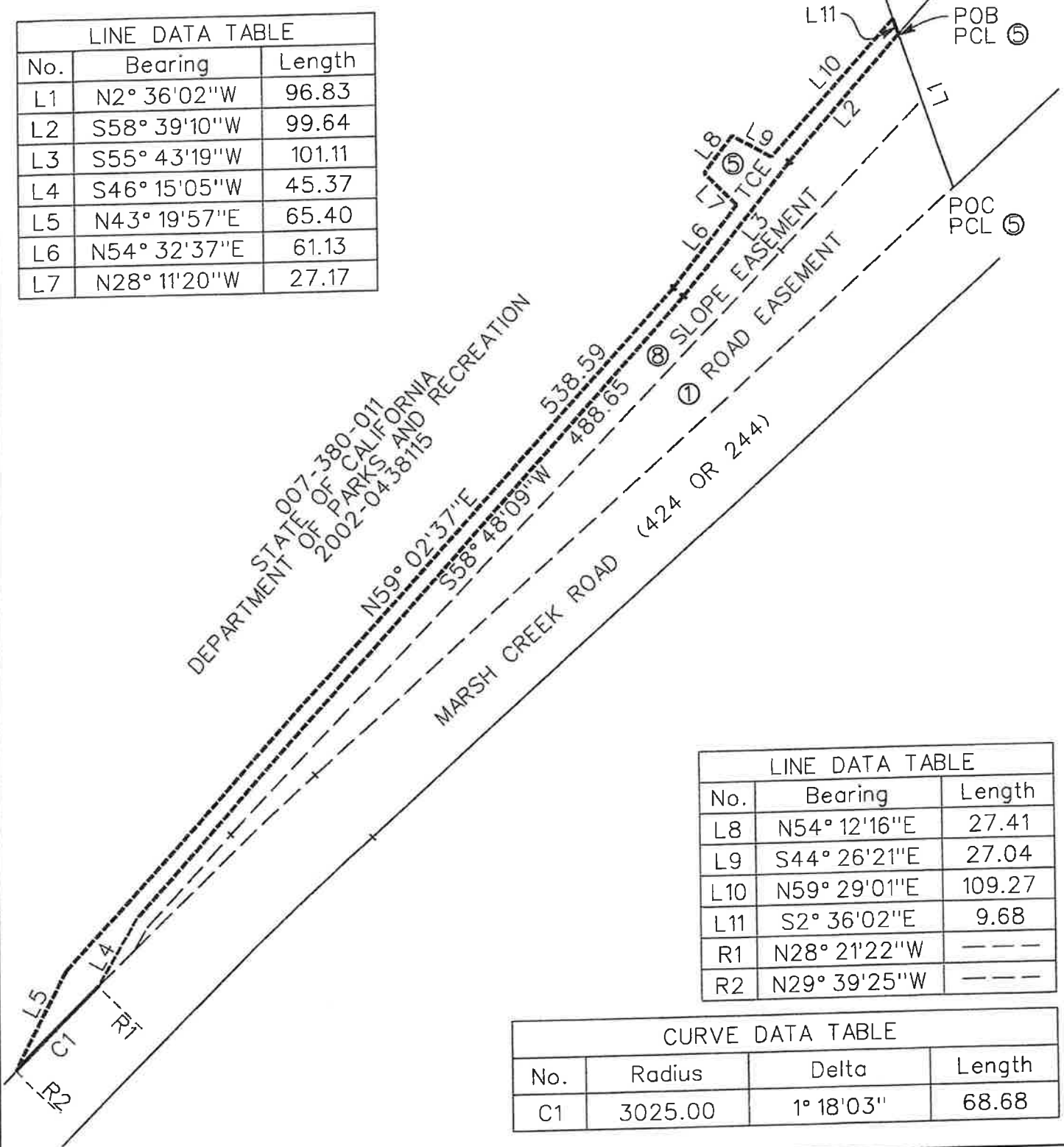
# TEMPORARY CONSTRUCTION EASEMENT

007-380-019  
C.C.C.F.C.&W.C.D.  
2002-0438120

Exhibit "B"



LINE DATA TABLE		
No.	Bearing	Length
L1	N2° 36'02"W	96.83
L2	S58° 39'10"W	99.64
L3	S55° 43'19"W	101.11
L4	S46° 15'05"W	45.37
L5	N43° 19'57"E	65.40
L6	N54° 32'37"E	61.13
L7	N28° 11'20"W	27.17



LINE DATA TABLE		
No.	Bearing	Length
L8	N54° 12'16"E	27.41
L9	S44° 26'21"E	27.04
L10	N59° 29'01"E	109.27
L11	S2° 36'02"E	9.68
R1	N28° 21'22"W	---
R2	N29° 39'25"W	---

CURVE DATA TABLE			
No.	Radius	Delta	Length
C1	3025.00	1° 18'03"	68.68

Instrument : N/A	Scale 1"=80'	Date JUNE 11, 2021
Series No. N/A	Recorded N/A	File No.
		Checked By
		Cad File RW197420_007-380-019 State of Ca Exhibit B.dwg



Exhibit "C"

Department of Parks and Recreation  
Department Operations Manual (DOM)  
Natural Resources Section  
Plant Resources Chapter 0310.4.1

Genetic Integrity Policy

In order to maintain the genetic integrity and diversity of native California plants, revegetation or transplant efforts in the State Park System will employ local populations, unless it is shown by scientific analysis that these populations are not genetically distinct from other populations being proposed for use. If local populations have been decimated, the closest, most genetically similar population(s) to those being lost from the State Park System unit will be used (California State Park and Recreation Commission Policy II.4).

Sources of materials for revegetation will be, in preferred order:

1. Seeds, plants, and cuttings salvaged from the site prior to disturbance;
2. Materials from similar vegetation and sites within the unit;
3. Materials collected offsite, but from within the same ecological region, elevation, and site characteristics as the site to be revegetated.

If seeds or plants must be acquired from commercial sources, the origin of the materials should be from within the same ecological region, elevation, and site characteristics as the project area.

In order to eliminate the possibility of genetic contamination of any naturally occurring population at or near a revegetation site, threatened or endangered plant taxa will not be used for revegetation unless the revegetation is being done as part of a restoration plan for that taxon (See DOM Section 0310.5.3.1).