

Recorded at the request of:  
City of Brentwood

After recording return to  
City of Brentwood  
150 City Park Way  
Brentwood, CA 94513  
Attention: City Clerk

Mail Tax Statement to:  
Contra Costa County Flood Control  
and Water Conservation District  
255 Glacier Drive  
Martinez, CA 94553  
Attn: Real Estate Division

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

Portion of APN 018-240-006 and 018-310-019

## **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, (hereinafter "DISTRICT"), hereby grants to the CITY OF BRENTWOOD, a municipal corporation, (hereinafter "GRANTEE"), on the terms and conditions set forth herein, a nonexclusive right to a perpetual easement and right of way for installing, constructing, reconstructing, removing, replacing, repairing, maintaining, operating and using a 36-inch treated effluent discharge outfall pipe and appurtenances thereto constructed under Flood Control permit 605-00. DISTRICT further grants the right by said GRANTEE, its officers, agents and employees, and by persons under contract with it and their employees for ingress and egress to enter upon said land with personnel, vehicles and equipment for these above purposes. These grants are made for no other purposes whatsoever, along and in all of the hereinafter described parcel of land situated in the County of Contra Costa, State of California, described as follows:

**FOR DESCRIPTION AND PLAT MAP, SEE ATTACHED EXHIBITS "A" AND "B"**

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

1. **PRIMARY USE OF THE PROPERTY:** The primary use of the Property subject to this easement (hereinafter the "Property") is for flood control purposes,

including, but not limited to, the right by the DISTRICT or Contra Costa County to enter onto the Property to perform maintenance or improvement of the Property and the flood control facilities located on or adjacent to the Property, to conduct studies, and to allow authorized representatives, entities and others to perform activities sanctioned by the DISTRICT or Contra Costa County. GRANTEE acknowledges and agrees that the use just described constitutes the primary use of the Property and that any and all rights granted or implied by this Grant of Easement are secondary and subordinate to the primary use of the Property by the DISTRICT, its successors and assigns. GRANTEE shall not, at any time, use or permit others to use the easement area in any manner that will interfere with or impair the DISTRICT's primary use of the Property. GRANTEE shall not fence said easement without the prior written approval of the DISTRICT, and shall remove any fencing when requested by DISTRICT to do so. GRANTEE shall not otherwise obstruct the easement area.

2. **DISTRICT TITLE:** GRANTEE hereby acknowledges DISTRICT's title to the Property and agrees never to assail or resist said title.
3. **DISCHARGES FROM WASTEWATER TREATMENT PLANT:** This Grant of Easement will enable GRANTEE to transport treated effluent from GRANTEE'S Wastewater Treatment Plant Facility to Marsh Creek. GRANTEE shall not increase the discharges to Marsh Creek from the 36-inch treated effluent outfall line above the Wastewater Treatment Plant Facility's Ultimate Planned Average Dry Weather treatment capacity of 10.0 million gallons per day (15.5 cubic feet per second) and Peak Wet Weather treatment capacity of 20.0 million gallons per day (31.95 cubic feet per second) unless and until GRANTEE has provided written proof to DISTRICT that any increase in the discharges above the Average Dry Weather and/or Peak Wet Weather capacities will not adversely impact Marsh Creek and has received DISTRICT'S written approval of the increase in the discharges. DISTRICT shall have the right to terminate this Grant of Easement immediately if DISTRICT determines that the increased discharges to Marsh Creek from GRANTEE's 36-inch treated effluent outfall line have had, or in the future likely will have, an adverse impact on Marsh Creek or cause DISTRICT to be in violation of any permit, law or regulation regarding Marsh Creek.
4. **WET WEATHER OPERATIONS PROCEDURE:** The GRANTEE has prepared and DISTRICT has reviewed the 2018 City of Brentwood Wastewater Treatment Plant Wet Weather Operation Plan ("WWOP") that describes the procedures for discharging wastewater into Marsh Creek. GRANTEE shall not make any changes to the WWOP without DISTRICT'S prior written approval of such revisions. DISTRICT'S approval of GRANTEE's WWOP, or any future changes to the WWOP, does not relieve GRANTEE of any of its obligations under this Grant of Easement, including, without limitation, GRANTEE'S obligation to indemnify and defend DISTRICT as set forth in Section 10 below.

5. **PERMITS; COMPLIANCE WITH LAWS:** GRANTEE shall obtain and be solely responsible for complying with all necessary permits, be solely responsible for all costs of obtaining said permits, and be solely responsible for complying with all applicable federal, state and local laws and regulations, regarding the operation of GRANTEE's Wastewater Treatment Plant Facility, including, without limitation, all federal, state and local laws and regulations (including those of the California Regional Water Quality Board, Central Valley Region) that apply to the discharge of treated effluent into Marsh Creek. DISTRICT's approval of any increase in the discharges or any changes to the WWOP shall not, in any way, relieve GRANTEE of its obligation to obtain and comply with all necessary permits, and it shall not relieve GRANTEE of its obligation to comply with all applicable laws and regulations, with regard to the operation of its Wastewater Treatment Plant and the discharge of treated effluent from the 36" treated effluent outfall line into Marsh Creek.
6. **CONSTRUCTION AND MAINTENANCE ACTIVITIES:** a) GRANTEE shall submit specific plans and specifications to the DISTRICT for review and approval prior to any construction, reconstruction, upgrading, excavation, installation or plantings within the easement area. Such approval, together with any additional requirements, shall be processed in a timely manner and is to be in the form of a written permit issued by DISTRICT to GRANTEE.
- b) Normal maintenance by GRANTEE of its facilities within the easement area, including inspection and cleaning of existing pipelines, and the gauging station shall not require prior notice to the DISTRICT. GRANTEE shall perform maintenance of its facilities so as to prevent damage to the site.
- c) East Bay Regional Park District (EBRPD) operates the Marsh Creek Recreational Trail ("Trail") under a November 3, 1992 License Agreement ("EBRPD License") with the DISTRICT. For the purpose of this Section 6, the EBRPD License includes all prior and future amendments and extensions to the license. Except for normal operations and maintenance activities, prior to entering the Trail area covered by the License Agreement, GRANTEE shall contact both EBRPD and the DISTRICT for permission to access that area and for permission to make any modifications within that area, and shall obtain any appropriate permits to do so, at GRANTEE's sole expense.
7. **DAMAGE TO DISTRICT PROPERTY:** Any and all DISTRICT property, facilities, landscaping or other improvements, removed or damaged as a result of the use of the easement area by GRANTEE, or any other person or entity acting under GRANTEE's direction or control, shall be repaired or replaced by GRANTEE, at the sole cost and expense of GRANTEE and upon issuance of an encroachment permit from the DISTRICT, to a condition equivalent to or better than their existing condition. In the event that GRANTEE fails to commence the required work within sixty days after being directed to do so by DISTRICT, or

such reasonable extension as DISTRICT may agree to in writing, or fails to complete the required work within a reasonable time thereafter, DISTRICT may perform or complete the work at the expense of GRANTEE, which expense GRANTEE agrees to pay to DISTRICT promptly upon demand, including but not limited to engineering costs and any legal expenses incurred to collect such costs.

8. **DAMAGE TO GRANTEE'S FACILITIES:** DISTRICT shall have 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 shall be the sole responsibility of the GRANTEE to provide and maintain adequate protection and surface markings for its own facilities. Subject to the foregoing, if GRANTEE's properly marked, protected and maintained facilities are damaged by the sole, active negligence or willful misconduct of DISTRICT, 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 reasonable cost of such repair shall be paid for by DISTRICT. Under no circumstance shall DISTRICT have any liability to GRANTEE or to any other person or entity, for consequential or special damages, or for any damages based on loss of use, revenue, profits or business opportunities arising from or in any way relating to, any damage or destruction of any portion of the GRANTEE's facilities. GRANTEE hereby acknowledges that its sole remedy for any damage to or destruction of any portion of GRANTEE's facilities, to the extent DISTRICT is otherwise so liable under this Grant of Easement, shall be to require DISTRICT to repair or replace the damaged or destroyed portion or reimburse GRANTEE for GRANTEE's reasonable costs and expenses in repairing or replacing the damaged or destroyed portion.
9. **NON-EXCLUSIVE EASEMENT:** The easement granted hereunder is non-exclusive. This easement is subject and subordinate to all existing rights, rights of way, licenses, reservations, franchises and easements of record, or that would be evident from a physical inspection or accurate survey of the Property, in and to the Property. DISTRICT shall have the right to require GRANTEE to relocate its facility within the easement area or to a similar easement to be granted to GRANTEE by DISTRICT at no cost to GRANTEE, in a timely manner at GRANTEE's sole cost as reasonably necessary to accommodate the DISTRICT's, or any other existing user's right to construct, replace, enlarge, repair, maintain and operate its facilities. GRANTEE agrees to take all precautions required to avoid damage to the facilities of the existing users. If GRANTEE damages the facilities or improvements of any existing user, GRANTEE shall repair or replace such facilities at GRANTEE's sole cost and expense. 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) General Indemnity.

(1) In the exercise of all rights under this Grant of Easement, GRANTEE shall be 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, and the County of Contra Costa, their officers, agents, employees and contractors (collectively "DISTRICT Indemnitees") 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 and expenses of whatever character, including but not limited to those relating to inverse condemnation, and including attorneys' fees (including attorney's fee awards made by a court) (hereinafter collectively referred to as "Liabilities"), direct or consequential, directly or indirectly contributed to or caused by any of the following: granting of this Easement; GRANTEE's operations on, or occupancy or use of, the Easement; or GRANTEE's acts or omissions pursuant to this Grant of Easement. GRANTEE's obligations under this section including, without limitation, indemnifying, defending, saving, protecting, and holding harmless DISTRICT Indemnitees from all Liabilities arising from or connected with GRANTEE's discharges of effluent into Marsh Creek. Notwithstanding anything to the contrary herein, GRANTEE shall have no obligation to indemnify, defend, save, protect, or hold harmless and DISTRICT Indemnitees from any Liabilities arising from the sole negligence or sole willful misconduct of any DISTRICT Indemnitee.

(2) DISTRICT shall indemnify, defend, save, protect and hold harmless GRANTEE, its officers, agents, employees and contractors, from and against any and all Liabilities to persons or property, direct or consequential, directly or indirectly arising from the sole negligence or sole willful misconduct of any DISTRICT Indemnitee while exercising any of the DISTRICT's obligations under this Grant of Easement. Notwithstanding the foregoing, if there is any conflict between this Section 10(a)(2) and any other section of this Grant of Easement, the other, conflicting section in this Grant of Easement shall prevail and govern over this Section 10(a)(2).

(b) Grantee's Facilities. GRANTEE acknowledges that Property subject to this Grant of Easement is in a flood control area and that the Property is subject to sliding, erosion, subsidence and flooding. DISTRICT is under no obligation to maintain the Property or repair any damage resulting from sliding, erosion, subsidence or flooding. GRANTEE shall perform such maintenance and repair,

subject to Section 6 ("Construction and Maintenance Activities"), as GRANTEE deems necessary for the proper and safe operation of GRANTEE'S facilities on the Property. GRANTEE agrees that GRANTEE shall never have, claim or assert any right or cause of action against DISTRICT, or the County of Contra Costa in the event of any damage to any of GRANTEE'S facilities on the Property or disruption of GRANTEE'S use of the Property caused or contributed to by flooding or water, and GRANTEE shall indemnify, defend, save, protect and hold harmless DISTRICT Indemnitees from all Liabilities resulting from such damage or disruption.

(c) Indemnity for Grant of Easement. GRANTEE further agrees to defend, indemnify, save, protect and hold harmless DISTRICT Indemnitees from any and all actual or threatened 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.

(d) "As-Is" Condition of Easement Area. 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 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 the uses to which it can be put. GRANTEE relies solely on GRANTEE's own judgment, experience and investigations as to the present and future 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, its heirs, successors or assign shall ever claim have or assert any right or action against DISTRICT for any loss, damage or other matter arising out of or resulting from the presence of any hazardous substance or any other 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 10(d) is intended in any way to restrict the right of

GRANTEE to seek contribution or indemnity from any person or entity other whose activities are a cause of any discharge, leakage, spillage or emission of hazardous materials on or to the Property, provided that person or entity is not a DISTRICT Indemnitee

(e) Indemnity for Environmental Liability. To the extent permitted by law, GRANTEE shall indemnify, defend, save, protect and hold harmless DISTRICT Indemnitees from and against any and all Liabilities, including but not limited to the costs of any required or necessary testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties and from and against the preparation of any cleanup, remediation, closure or other required plans whether 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 Grant of 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 (including petroleum) 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.

(f) Survival. The obligations contained in this Section 10 (inclusive of Sections 10(a) through 10(e)) 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 shall cease to use the easement herein continuously for a period of one year, or in the event GRANTEE abandons its facilities, or in the event GRANTEE fails to use the easement for the purpose for which it is granted, then all rights of GRANTEE in and to said lands shall thereupon cease and terminate and shall immediately revert to and vest in DISTRICT or its successors. Upon any such termination of GRANTEE's rights, GRANTEE shall, upon request by DISTRICT, and at GRANTEE's sole cost and expense, remove all of its facilities from the easement area and restore said Property to its original condition. Upon the failure of GRANTEE to do so, this work may be performed by DISTRICT at GRANTEE's expense, which expense GRANTEE agrees to pay to DISTRICT upon demand. GRANTEE shall execute any Quitclaim Deeds required by DISTRICT in this regard.

13. **NO ASSIGNMENT OF EASEMENT:** No rights granted hereunder shall be transferred, apportioned or assigned without the prior written consent of DISTRICT.
14. **NO SECONDARY RIGHTS:** Nothing herein contained shall be deemed to construe that access or other secondary rights are conveyed by this document over any of DISTRICT's adjacent lands lying outside of the aforesaid strip of land above described.
15. **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.
16. **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 counsel 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.
17. **SUCCESSORS AND ASSIGNS:** This Grant of Easement and all of the covenants herein contained shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto.
18. **SEVERABILITY:** If any term or provision of this Grant of Easement shall be held invalid or unenforceable, the remainder of this Grant of Easement shall not be affected.
19. **GOVERNING LAW:** This Grant of Easement shall be governed by and construed in accordance with California law. The venue of any litigation pertaining to this Grant of Easement shall be Contra Costa County, California.

REMAINDER OF PAGE

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IN WITNESS WHEREOF, this Grant of Easement is signed and executed this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

DISTRICT:  
CONTRA COSTA COUNTY FLOOD  
CONTROL & WATER CONSERVATION  
DISTRICT

CITY:  
CITY OF BRENTWOOD

By \_\_\_\_\_  
Karen Mitchoff  
Chair, Board of Supervisors

By \_\_\_\_\_  
Miki Tsubota  
Director of Public Works/City Engineer

Date \_\_\_\_\_

APPROVED AS TO FORM

APPROVED AS TO FORM

Mary Ann McNett Mason  
County Counsel

By \_\_\_\_\_  
Damien Brower  
City Attorney

By \_\_\_\_\_  
Deputy

Date: \_\_\_\_\_

Date: \_\_\_\_\_

OCTOBER 30, 2018  
JOB NO.: 1968-000

EXHIBIT "A"  
LEGAL DESCRIPTION  
MARSH CREEK EFFLUENT OUTFALL EASEMENT  
CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
BRENTWOOD, CALIFORNIA

CCCFC&WCD PARCEL NO. 5128

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF BRENTWOOD, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT CERTAIN PARCEL LAND GRANTED TO CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT BY DEED RECORDED JANUARY 6, 1965, IN BOOK 4777 OF OFFICIAL RECORDS, AT PAGE 508, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EASTERN LINE SAID PARCEL OF LAND, SAID POINT BEING THE WESTERN TERMINUS OF THAT CERTAIN COURSE DESIGNATED AS "NORTH 88°59'48" WEST 422.21 FEET", AS SAID COURSE IS DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED NOVEMBER 30, 1990, IN BOOK 16274 OF OFFICIAL RECORDS, AT PAGE 402, IN SAID OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY;

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG SAID EASTERN LINE (4777 OR 508), THE FOLLOWING THREE (3) COURSES:

- 1) ALONG THE ARC OF A NON-TANGENT 372.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 64°25'01" WEST, THROUGH A CENTRAL ANGLE OF 04°37'27", AN ARC DISTANCE OF 30.02 FEET,
- 2) SOUTH 59°47'34" EAST 10.00 FEET, AND
- 3) ALONG THE ARC OF A NON-TANGENT 382.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 59°47'34" WEST, THROUGH A CENTRAL ANGLE OF 10°29'31", AN ARC DISTANCE OF 69.95 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID EASTERN LINE, ALONG THE ARC OF A NON-TANGENT 382.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 49°18'03" WEST, THROUGH A CENTRAL ANGLE OF 02°33'18", AN ARC DISTANCE OF 17.03 FEET;

THENCE, LEAVING EASTERN LINE, NORTH 44°25'50" WEST 76.00 FEET;

THENCE, NORTH 45°34'10" EAST 17.00 FEET;

THENCE, SOUTH 44°25'50" EAST 74.93 FEET TO SAID POINT OF BEGINNING.

CONTAINING 1,284 SQUARE FEET OF LAND, MORE OR LESS.

TOGETHER THEREWITH AN EASEMENT FOR INGRESS AND EGRESS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CCCCFC&WCD PARCEL NO. 5129

COMMENCING AT A POINT ON THE EASTERN LINE SAID PARCEL OF LAND, SAID POINT BEING THE WESTERN TERMINUS OF THAT CERTAIN COURSE DESIGNATED AS "NORTH 88°59'48" WEST 422.21 FEET", AS SAID COURSE IS DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED NOVEMBER 30, 1990, IN BOOK 16274 OF OFFICIAL RECORDS, AT PAGE 402, IN SAID OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY;

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG SAID EASTERN LINE (4777 OR 508), ALONG THE ARC OF A NON-TANGENT 372.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 64°25'01" WEST, THROUGH A CENTRAL ANGLE OF 01°15'27", AN ARC DISTANCE OF 8.16 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID EASTERN LINE (4777 OR 508), THE FOLLOWING THREE (3) COURSES:

- 1) ALONG THE ARC OF A NON-TANGENT 372.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 63°09'34" WEST, THROUGH A CENTRAL ANGLE OF 03°22'00", AN ARC DISTANCE OF 21.86 FEET,
- 2) SOUTH 59°47'34" EAST 10.00 FEET, AND
- 3) ALONG THE ARC OF A NON-TANGENT 382.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 59°47'34" WEST, THROUGH A CENTRAL ANGLE OF 10°29'31", AN ARC DISTANCE OF 69.95 FEET TO THE EASTERN CORNER OF THE HEREINABOVE DESCRIBED PARCEL OF LAND;

THENCE, LEAVING SAID EASTERN LINE, ALONG THE NORTHEASTERN LINE OF THE HEREINABOVE DESCRIBED PARCEL OF LAND, NORTH 44°25'50" WEST 43.21 FEET;

THENCE, LEAVING SAID NORTHEASTERN LINE, NORTH 37°58'33" EAST 50.42 FEET;

THENCE, NORTH 22°17'17" EAST 33.25 FEET;

THENCE, SOUTH 67°42'43" EAST 15.00 FEET;

THENCE, SOUTH 22°17'17" WEST 10.00 FEET;

LEGAL DESCRIPTION  
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OCTOBER 30, 2018  
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THENCE, SOUTH 74°19'57" EAST 19.56 FEET TO SAID POINT OF BEGINNING.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS  
REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION

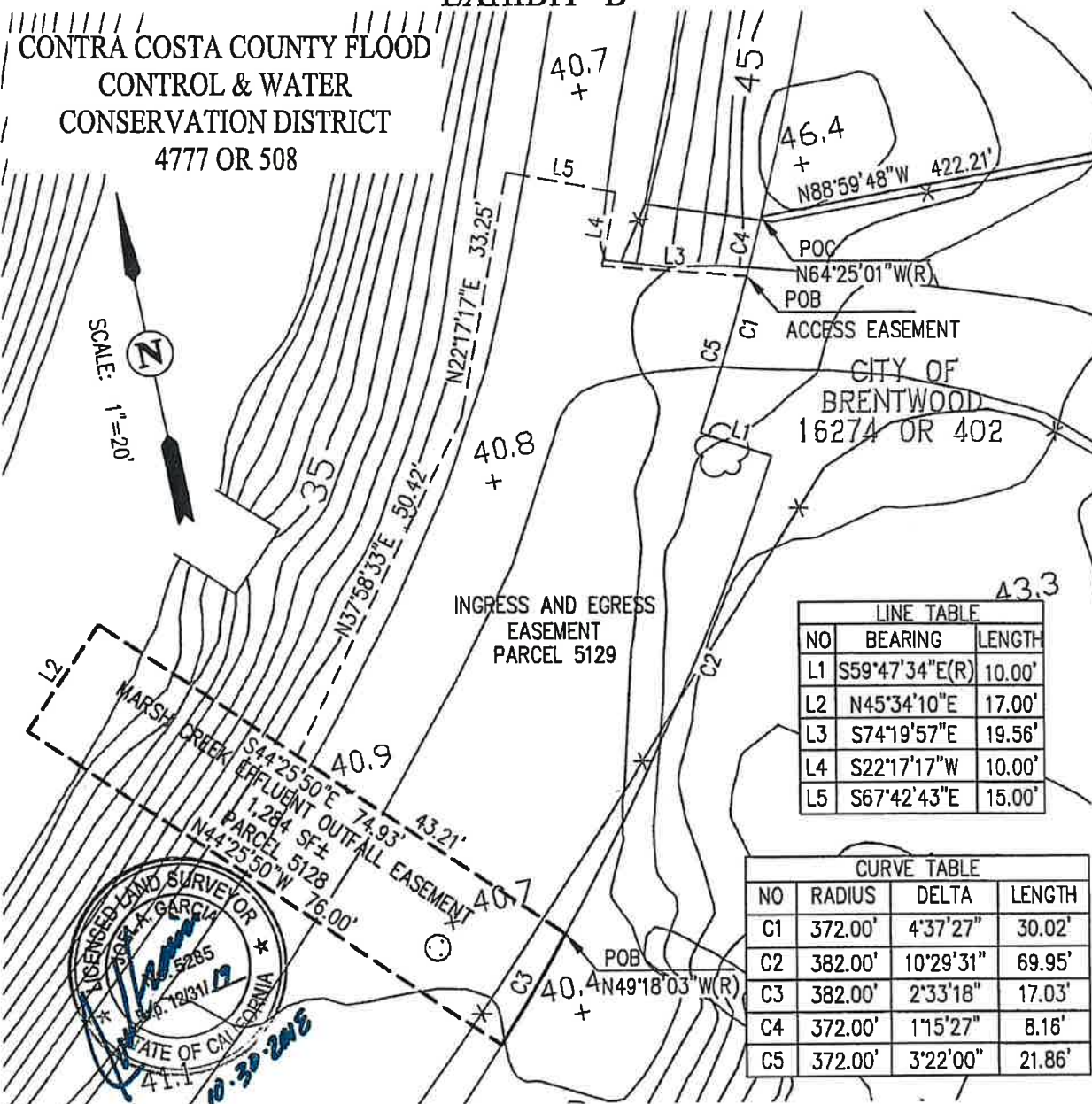


  
\_\_\_\_\_  
JOEL GARCIA  
L.S. NO. 5285  
10-30-2018

# EXHIBIT "B"

CONTRA COSTA COUNTY FLOOD  
CONTROL & WATER  
CONSERVATION DISTRICT  
4777 OR 508

SCALE: 1"=20'



LINE TABLE		
NO	BEARING	LENGTH
L1	S59°47'34"E(R)	10.00'
L2	N45°34'10"E	17.00'
L3	S74°19'57"E	19.56'
L4	S22°17'17"W	10.00'
L5	S67°42'43"E	15.00'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	372.00'	4°37'27"	30.02'
C2	382.00'	10°29'31"	69.95'
C3	382.00'	2°33'18"	17.03'
C4	372.00'	1°15'27"	8.16'
C5	372.00'	3°22'00"	21.86'

## PLAT TO ACCOMPANY LEGAL DESCRIPTION

MARSH CREEK EFFLUENT OUTFALL EASEMENT AND INGRESS AND EGRESS EASEMENT  
CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
CITY OF BRENTWOOD, CONTRA COSTA COUNTY, CALIFORNIA

CCCFC&WCD DRAWING NO. FA-20,046

OCTOBER 30, 2018

SHEET 1 OF 1

**Carlson, Barbee, & Gibson, Inc.**

CIVIL ENGINEERS • SURVEYORS • PLANNERS

2633 CAMINO RAMON, SUITE 350 SAN RAMON, CALIFORNIA 94583

TELEPHONE: (925) 866-0322 FAX: (925) 866-8575