

AGREEMENT

This Agreement is effective as of _____, 2022 ("**Effective Date**") and is between the **COUNTY OF CONTRA COSTA**, a political subdivision of the State of California ("**Grantor**"), and **WEST COUNTY WASTEWATER DISTRICT**, a sanitary district organized and existing pursuant to the Sanitary District Act of 1923, California Health and Safety Code Section 6400 *et seq.* ("**WCW**"). Grantor and WCW are each a "**Party**" and together are the "**Parties.**"

Grantor is the owner of real property, Assessor's Parcel No. 433-242-018 ("**Property**") near the intersection of La Honda Road and San Pablo Dam Road in El Sobrante, CA. WCW owns, operates, and maintains a lift station on Property. WCW is undertaking a project to replace a force main that connects to the lift station. WCW has an existing easement for the lift station, but was unable to identify documented easement rights for its force main, despite its existence in that location for many years. To clarify WCW's property rights for its facilities, WCW has requested an easement from Grantor for the force main easement. Grantor has agreed to convey the easement in accordance with the terms of this Agreement.

The Parties therefore agree as follows:

1. Easement Purchase Price. In consideration for the Sewer Easement Agreement, a copy of which is attached as Exhibit A, WCW shall pay Grantor \$5,000 ("**Purchase Price**") for the fair market value of the Sewer Easement.
2. Transaction Costs. WCW shall reimburse Grantor the sum of \$8,000 for Grantor's costs to process this transaction and complete its environmental review ("**Transaction Costs**"). Grantor's Transaction Costs shall be limited to: (a) charges for Grantor staff time, charged at fully-burdened hourly rates, for reviewing, processing, and obtaining necessary approvals in connection with this Agreement, including but not limited to charges for Grantor staff time connected with California Environmental Quality Act ("**CEQA**") environmental review for this transaction; (b) CEQA processing fees charged by Grantor's Department of Conservation and Development; and (c) filing fees charged by the Contra Costa County Clerk-Recorder's Office for filing Grantor's CEQA notice of exemption or CEQA notice of determination.
3. Payment. Within 30 days after receiving Grantor's invoice documenting the Transaction Costs, WCW shall pay Grantor, by check or warrant made payable to "Contra Costa County," the amount of the Purchase Price and all Transaction Costs documented on Grantor's invoice.
4. Entire Agreement. This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. Any alteration, modification or change of this Agreement shall only be by signed, written amendment of the Parties.

5. Attorneys' Fees. In the event suit is brought by either Party to enforce the terms and provisions of this Agreement, or to secure performance hereof, each Party shall bear its own attorneys' fees, costs and expenses.

6. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Electronic signatures shall constitute original signatures.

[Signature Page Follows]

The Parties are signing this Agreement as of the Effective Date.

COUNTY OF CONTRA COSTA

By: _____
Karen Mitchoff
Chair, Board of Supervisors

APPROVED AS TO FORM:
Mary Ann McNett Mason
County Counsel

By: _____
Deputy County Counsel

WEST COUNTY WASTEWATER DISTRICT

By: _____
Lisa Malek-Zadeh, General Manager

APPROVED AS TO FORM:

By: _____
Claire Collins, District Counsel

EXHIBIT A

SEWER EASEMENT AGREEMENT

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

West County Wastewater District
2910 Hilltop Drive
Richmond, CA 94806
Attention: Michael Savannah

Mail Tax Statements to:

Contra Costa County
Public Works Department
Real Estate Division
255 Glacier Drive
Martinez, CA 94553

Exempt from Doc. Transfer Tax per R&TC § 11922
Exempt from Recording Fee per Gov. C. § 6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Portion of APN 433-242-018

SEWER EASEMENT AGREEMENT

This Sewer Easement Agreement ("**Agreement**") is dated _____, 2022 (the "**Effective Date**") and is between the **COUNTY OF CONTRA COSTA**, a political subdivision of the State of California ("**Grantor**"), and **WEST COUNTY WASTEWATER DISTRICT**, a sanitary district organized and existing pursuant to the Sanitary District Act of 1923, California Health and Safety Code Section 6400 *et seq.* ("**WCW**"). Grantor and WCW are each a "**Party**" and together are the "**Parties**."

Grantor is the owner of real property, Assessor's Parcel No. 433-242-018 ("**Property**"). WCW intends to construct a sanitary sewer pipeline across the Property.

1. Grant of Sewer Easement. Grantor hereby grants to WCW, its agents, successors, and assigns, a ten-foot wide sewer easement in, on, under, over, through, along, and across the Property to construct, replace, upsize, remove, operate, maintain, and use a sewer pipeline and its appurtenances ("**Sewer Easement**"), as described in Exhibit A and depicted in Exhibit B (the "**Easement Area**"). This Sewer Easement also includes the right of WCW and its agents to enter upon and to pass and repass over and along the Property, and the right to deposit tools, implements, and other materials on the Easement Area for the purposes described in this Agreement.

2. Rights and Obligations of Grantor.

2.1 Grantor may use the Easement Area for any purposes that will not unreasonably interfere with WCW's use of the Easement Area.

2.2 Grantor may landscape the Easement Area in a manner consistent with WCW's use, subject to the rights of WCW in Section 3 of this Agreement.

2.3 Grantor shall not place or permit to be placed any building or structure in or on the Easement Area.

2.4 Grantor shall not plant trees within the Easement Area and shall not change the existing surface elevation (grade) of the Easement Area by more than one foot without WCW's prior written consent.

3. Rights and Obligations of WCW.

3.1 WCW may, but does not have the duty to, install, maintain, and use gates in all fences which now cross or will cross over the Easement Area.

3.2 WCW may allow its employees and agents to access and enter upon the Easement Area to construct, replace, repair, upsize, operate, maintain, use, and remove sewers and appurtenances as WCW in its sole discretion deems reasonably required for sewer purposes.

3.3 WCW may trim, cut, and clear away any and all trees, brush, fences, and obstructions in the Easement Area that WCW in its sole opinion deems to be a hazard to or unreasonable interference with the construction, inspection, and maintenance of the sewers and appurtenances, provided that the things which WCW is authorized to cut and remove of timber, wood, or brick, if valuable, will continue to be the property of Grantor, but all brush, refuse wood, and debris will be removed by WCW.

3.4 WCW will have the right to mark the location of the Easement Area by suitable markers set in locations which will not unreasonably interfere with Grantor's use of the Property.

4. Notices. All notices, demands, invoices, payments, and other correspondence (each a "**Notice**") required to be given under this Agreement shall be in writing, and shall be delivered in person, by overnight delivery, or by U.S. Mail, to the following address for each Party:

Grantor:

Contra Costa County Public Works Department
Attn: Principal Real Property Agent
255 Glacier Drive
Martinez, CA 94553

WCW:

West County Wastewater District
Attn: Michael Savannah
2910 Hilltop Drive
Richmond, CA 94806

or to such other address as each Party may designate by written notice to the other Party. A Notice shall be deemed given on the same day if it is personally delivered, on the next

business day if it is delivered by overnight carrier, or on the fifth (5th) day after the postmark date if it is sent by U.S. Mail.

5. Run with the Land; Successors. This Agreement runs with the land, and is binding upon and will inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the Parties.

[Signature Page Follows]

The Parties are signing this Agreement as of the Effective Date.

COUNTY OF CONTRA COSTA

By: _____
Karen Mitchoff
Chair, Board of Supervisors

APPROVED AS TO FORM:
Mary Ann McNett Mason
County Counsel

By: _____
Deputy County Counsel

WEST COUNTY WASTEWATER DISTRICT

By: _____
Lisa Malek-Zadeh, General Manager

APPROVED AS TO FORM:

By: _____
Claire Collins, District Counsel

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 Contra Costa)

On _____, before me, _____, a Notary Public, personally appeared _____, 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 _____

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 Contra Costa)

On _____, before me, _____, a Notary Public, personally appeared _____, 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 _____

CERTIFICATE OF ACCEPTANCE

This is to certify that the attached Sewer Easement conveyed to the West County Wastewater District is hereby accepted by the West County Wastewater District on _____, and the West County Wastewater District consents to the recordation thereof by its duly authorized officer.

WEST COUNTY WASTEWATER DISTRICT

By _____
General Manager

EXHIBIT A

Sewer Easement Description

EXHIBIT "A"
LA HONDA SEWER EASEMENT
LEGAL DESCRIPTION

That portion of Lot 25, as shown on the map entitled, "Map of the Rancho El Sobrante, etc.", filed in the Office of the County Recorder of the County of Contra Costa, State of California, in Book 2579 of Official Records, on page 471, and a portion of the former alignment of La Honda Road as described in the deed to Contra Costa County recorded June 25, 1937, in Book 439 of Official Records at Page 256, being described as follows:

A strip of land 10.00 feet wide, lying 5.00 feet on each side of the following described centerline:

COMMENCING at the northwest corner of said Lot 25, thence along the northerly line of said lot bearing South 63°08'47" East, a distance of 54.65 feet, to a point on the easterly line of a sewer lift station easement to San Pablo Sanitary District, as described in Book 4945 of Official Records, on page 97 thereof;

Thence along said easterly line bearing South 25°44'40" West, a distance of 40.64 feet, to the southeast corner of said sewer lift station easement;

Thence along the southerly line of said sewer lift station easement, bearing North 75°00'00" West, a distance of 3.69 feet to the **POINT OF BEGINNING**;

Thence South 21°53'06" West, a distance of 142.91 feet to the **POINT OF TERMINUS** of this centerline description, said point being a point on the northerly right of way line of San Pablo Dam Road (24-foot half street width);

The side lines of said strip shall be lengthened or shortened to terminate at said easement or right of way lines.

Containing 1,430 square feet, more or less.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.



PREPARED UNDER MY SUPERVISION:

Murthy

5/10/22

MURTHY KADIYALA, LS 9180

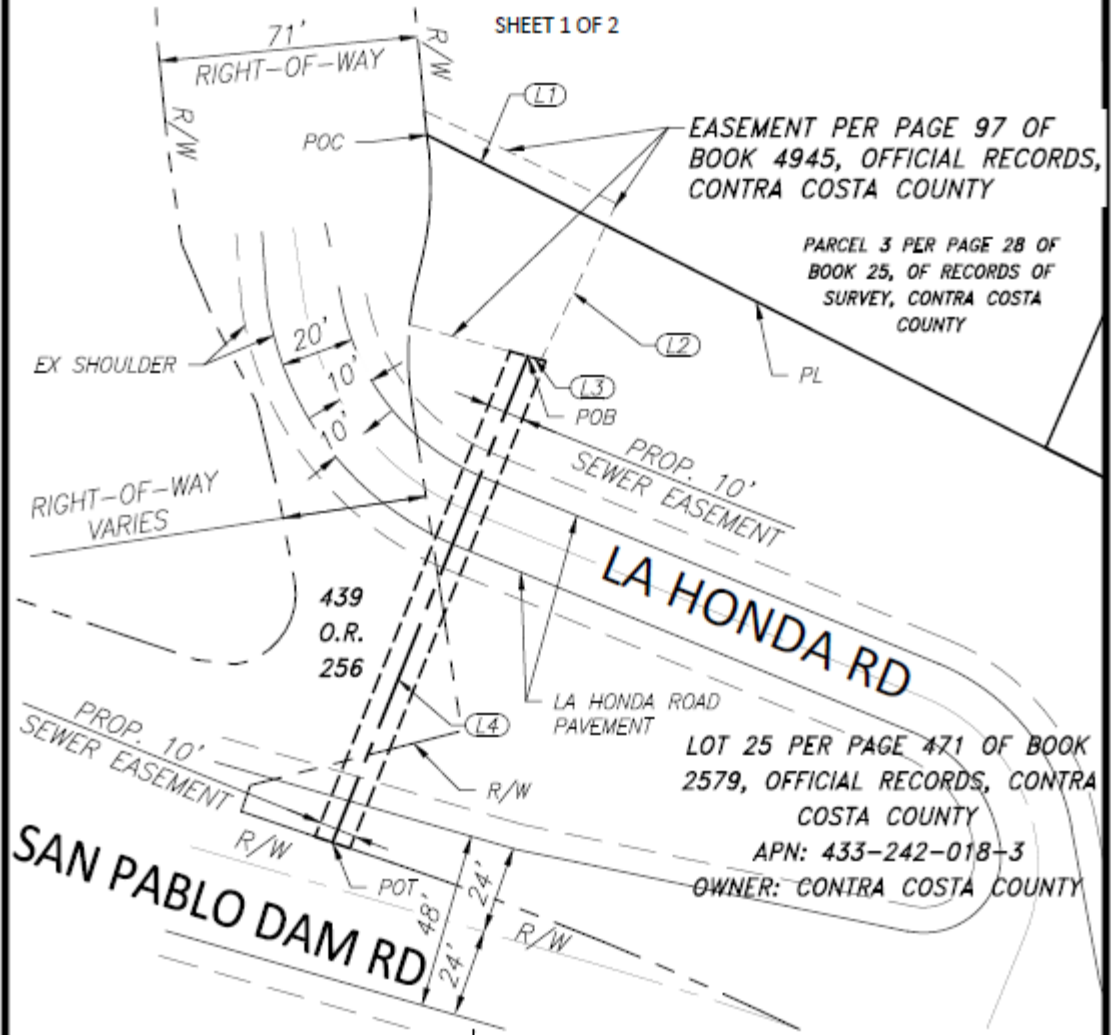
DATE

EXHIBIT B

Sewer Easement Depiction

EXHIBIT "B" LA HONDA SEWER EASEMENT PLAT

SHEET 1 OF 2



D:\Users\j\project\1804\1804_1804_La Honda LS Pl Design\4 DWG\Current\Submittal\2-Proposed Easement Plat.dwg
 User: jkadiyala
 Date: May 10, 2022 4:36pm



PREPARED UNDER MY SUPERVISION:

Murthy 5/10/22

MURTHY KADIYALA, LS 9180 DATE

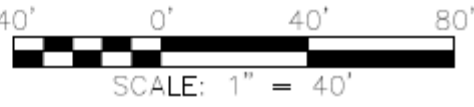


EXHIBIT "B"

LA HONDA SEWER EASEMENT PLAT

SHEET 2 OF 2

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	54.65	S63° 08' 47"E
L2	40.64	S25° 44' 40"W
L3	3.69	N75° 00' 00"W
L4	142.91	S21° 53' 06"W



PREPARED UNDER MY SUPERVISION:

Murthy

5/10/22

MURTHY KADIYALA, LS 9180

DATE

D:\Users\jacob\OneDrive\Documents\LA Honda LS E1 Design\4. DWG\Current\Submitted\3-Proposed Easement Plat.dwg
 DATE: May 10, 2022 9:37pm
 USER: Murthy.Kadiyala

