

Recorded at the request of:
John Muir Land Trust

Return and Mail Tax Statement to:
John Muir Land Trust
P.O. Box 31
Martinez, CA 94553

Exempt from Doc. Transfer Tax. Grantor is a non-federal government agency, grantee is a non-profit corporation. R&T 11929.

Assessor's Parcel Nos. 159-310-030 & 159-310-031

**GRANT DEED WITH
RESERVATION OF EASEMENT AND
POWER OF TERMINATION**

For valuable consideration, receipt of which is hereby acknowledged,

CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a flood control and water conservation district organized under the laws of the State of California ("Grantor"),

Grants to JOHN MUIR LAND TRUST, a California non-profit corporation ("Grantee"), the following described real property ("Property") in the unincorporated Martinez area of the County of Contra Costa, State of California,

FOR DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF,

which conveyance is expressly made subject to the following terms, covenants, conditions, and restrictions:

- (a) **Reservation of Easement.** This Grant Deed reserves to Grantor, for use by Grantor, its officers, employees, agents, contractors, and representatives, a temporary easement ("Easement") in the Property, as and for the purposes more particularly described in Exhibit A.
- (b) **Acceptance of Surplus Fill.** Grantee accepts the Property subject to any surplus fill that Grantor places on the Property during the term of the Easement, and any other physical changes to the Property that Grantor makes during the term of the Easement, to the extent such fill and physical changes are in accordance with the approved construction plans, CEQA mitigated negative declaration, and monitoring and adaptive management plan for the Lower Walnut Creek Restoration Project ("Project") and related regulatory permits and grants connected with that project.

(c) **Power of Termination.** In accordance with the grant agreement between Grantor and the State of California, by and through the Wildlife Conservation Board, dated August 27, 2020 ("Grant Agreement"), Grantor completed the Project on the Property. The Grant Agreement term ran from December 21, 2019, through June 30, 2022, for capital improvements and restoration activities, and runs from June 30, 2022, through June 30, 2047, for management and monitoring practices. The terms, conditions, and restrictions of the Grant Agreement are binding upon and inure to the benefit of Grantee, and its personal representatives, heirs, successors and assigns, and shall continue as a servitude running for the lifespan of the Project on the Property. Grantee acknowledges the existence of the Grant Agreement, as set forth in that Notice of Unrecorded Grant Agreement, recorded August 25, 2020, as Document No. 2020-0181953 of Official Records. Grantee further acknowledges that Grantee is a successor owner of the Property on the vesting of title to the Property in Grantee, and, as such, Grantee shall be responsible for complying with the terms of the Grant Agreement with respect to management and monitoring. Grantee may use the Property for public access, education, interpretation and other similar uses that are consistent with the restoration work and improvements on the Property, provided that Grantee shall not remove or substantially alter the restoration work and improvements on the Property without written consent of the Grantor.

(1) Condition Subsequent. Grantor conveys the Property to Grantee subject to the following conditions (each a "Condition"): through and including December 31, 2047, Grantee shall not use the Property for any purposes other than public access, education, interpretation, and other similar uses that are consistent with the restoration work and improvements on the Property without written consent of the Grantor; and through and including December 31, 2047, Grantee shall not remove or substantially alter the restoration work and improvements on the Property, or use the Property in any manner that conflicts with the requirements of the Grant Agreement, or the Memorandum of Understanding between the Grantor and Grantee, dated December 9, 2020 that pertain to the use of the Property or the Project.

(2) Power of Termination. To ensure Grantee's continued compliance with the Grant Agreement, Grantor reserves to itself a power of termination in the Property, as such powers are described in Civil Code section 885.010 et seq., as may be amended or replaced in the future. The power of termination shall become enforceable upon Grantee's noncompliance with any Condition set forth in Section (c)(1), above.

- (3) Exercise of Power of Termination. Any exercise of the power of termination described herein shall be carried out pursuant to the requirements of Civil Code section 885.010, et seq.

CONTRA COSTA COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT

Dated _____

By _____

John M. Gioia
Chair, Board of Supervisors

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, _____ Clerk of the Board of Supervisors, Contra Costa County, 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: _____

Deputy Clerk

(Seal)

EXHIBIT "A"

APN 159-310-030

All that certain real property being a portion of Swamp and Overflowed Surveys 87 and Tide land Location 207, situated in the County of Contra Costa, State of California and described as follows:

Commencing at then North East corner of that parcel described in that deed between C.A. Hooper and George Calegari by deed recorded May 1, 1940 in Book 545 Official Records of Contra Costa County at page 261, marked by a 1 1/2 inch iron pipe shown on Licensed Land Surveyor Map filed in Book 11 at page 25 Official Records of said County; thence North 71°19'30" East 121.45 feet along the easterly prolongation of the northerly line of said parcel described in the aforementioned deed; thence along the following 7 courses:
North 47°59'03" West 178.45 feet;
North 38°21'07" West 56.21 feet;
North 20°00'39" West 33.64 feet;
North 16°07'47" West 434.70 feet;
North 00°37'30" East 162.99 feet;
North 08°13'34" East 233.59 feet;
North 09°58'16" West 450.39 feet; to the true point of beginning thence along the following 9 courses:
North 44°16'11" West 180.23 feet;
North 87°22'47" West 209.82 feet;
South 45°32'07" West 250.39 feet;
South 75°26'12" West 33.13 feet;
North 84°00'40" West 134.33 feet;
South 73°13'44" West 489.37 feet;
South 48°06'10" West 264.16 feet;
South 50°45'48" West 153.84 feet;
North 78°50'45" West 189.77 feet to a point bearing North 00°59'11" East 101.60 feet from a 1 inch iron pipe in the east line of that 100 foot wide strip of land conveyed by United Towing Company to Southern Terminals Inc. by deed recorded October 15, 1973 in Book 7096 of said Official Records at page 263; thence North 00°59'11" East along said east line 1782.62 feet to a 1 inch iron pipe at the southwest corner of Parcel A as described in this Boundary Line Agreement to settle claims between the State of California and Maritime Business Park, a California General Partnership and Tidewater Sand and Gravel a California Corporation; thence North 72°06'08" East 1215.20 feet; thence southerly 555.58 feet along the arc of a non-tangent curve to the left, a center of said curve bears North 63°56'22" East 5856.67 feet, through an angle of 5°26'07"; thence South 31°31'32" East 1292.99 feet; thence South 71°49'46" West 505.43 feet more or less of the point of beginning.

APN 159-310-031

All that certain real property being portion of a Swamp and Overflowed Surveys 87 and 269, situated in the County of Contra Costa, State of California and described as follows:

Beginning at the north east corner of that parcel described in that deed between C.A. Hooper and George Calegari by deed recorded May 1, 1940 in Book 545 Official Records of Contra Costa County at Page 261, marked by a 1 1/2 inch iron pipe shown on Licensed Land Surveyor Map filed in Book 11 at page 25 Official Records of said County; Thence North 71°19'30" East along the easterly prolongation of the northerly line of aforementioned parcel described in that deed between C.A. Hooper and George Calegari 121.45 feet, thence along the following 9 courses:

North 47°59'03" West 178.45 feet
North 38°21'07" West 56.21 feet;
North 20°00'39" West 33.64 feet;
North 16°07'47" West 434.70 feet;
North 00°37'30" East 162.99 feet;
North 08°13'34" East 233.59 feet;
North 09°58'16" West 450.39 feet;
North 71°49'46" East 505.43 feet;
South 31°31'32" East 498.63 feet; thence southerly 1543.57 feet along the arc of a non-tangent curve to the left, the center of said curve bears North 58°14'21" East 6355.68 feet, through an angle of 13°54'55"; thence South 43°36'07" East 247.59 feet; thence South 45°25'07" East 309.46 feet more or less to the northerly line of Waterfront Road, 200 feet wide as described in the deed between C.A. Hooper and the County of Contra Costa by deed recorded June 18, 1913 in Book 205 of Deeds at page 141 records of said County; thence South 71°19'30" West along said northerly line of Waterfront Road 1,649.05 feet to the east boundary of the aforementioned parcel described in that deed between C.A. Hooper and George Calegari; thence North 18°40'30" West along said east boundary 954.21 feet to the Point of Beginning.

RESERVING THEREFROM an EASEMENT upon, in, over, and across all of that described real property in this Exhibit A, in favor of GRANTOR for use by GRANTOR and its officers, employees, agents, contractors, and representatives, for the following purposes: (1) for access, drainage, and monitoring purposes to satisfy GRANTOR's obligations specified in the monitoring and adaptive management plan for the Lower Walnut Creek Restoration Project ("Project"), and all regulatory permits and grants connected with that project; and (2) for access and placement of surplus fill at locations specified in the Project's approved construction plans and CEQA mitigated negative declaration. The term of this EASEMENT commences upon the date GRANTOR executes this "Grant Deed With Reservation of Easement and Power of Termination," and it expires ten years thereafter.