

**WAIVER AND RELEASE AGREEMENT BY AND AMONG  
CONTRA COSTA COUNTY, CONTRA COSTA COUNTY FLOOD CONTROL AND  
WATER CONSERVATION DISTRICT, AND MARSH DRIVE HOLDINGS, LLC**

This Agreement is made and entered into as of May 10th, 2023, ("Effective Date") by and among Contra Costa County, a political subdivision of the State of California ("County"), Contra Costa County Flood Control and Water Conservation District, a flood control district organized under the laws of the State of California ("District"), and Marsh Drive Holdings, LLC, a California limited liability company ("Marsh Drive Holdings"). The County, the District, and Marsh Drive Holdings are sometimes referred to herein together as the "Parties," and each as a "Party."

Recitals

- A. Marsh Drive Holdings purchased the real property located at 5000 Marsh Drive, in the Concord area, commonly identified as Assessor's Parcel No. 159-140-055 ("Marsh Drive Holdings Property") from James T. Robson, III, and Celeste M. Robson, as Trustees of the Robson Family Trust, Dated 3/1/1999 (together, "Robsons") on August 31, 2022. The Marsh Drive Holdings Property is located adjacent to the District's Walnut Creek flood control channel ("District Property").
- B. The County is constructing its Marsh Drive Bridge Replacement Project ("Project"), to replace the Marsh Drive Bridge structure over the Walnut Creek flood control channel, and to realign the roadway approaches to the bridge structure. The County's Marsh Drive road right of way for the westerly roadway approach is adjacent to the Marsh Drive Holdings Property.
- C. In October 2021, during the course of Project-related construction activities, the County's contractor inadvertently cut a 4-inch drainage pipeline ("Drain Line") that conveyed stormwater runoff from the Marsh Drive Holdings Property to an outfall at Marsh Drive. This condition was discovered after heavy rains caused water to pool on the Marsh Drive Holdings Property.
- D. In 2021, the County and the Robsons had agreed that the County will replace and relocate a portion of the Drain Line, so that the pipeline drains into the District Property. The plans for the relocation of the Drain Line showing the new outfall within the District Property are attached hereto as Exhibit A. The portion of the Drain Line being relocated and reconstructed, and all related appurtenances, as shown in Exhibit A, is referred to as the "Relocated Drain Line." The Robsons agreed to the plans and location for the Relocated Drain Line.
- E. Since the Robsons sold the Marsh Drive Holdings Property on August 31, 2022, Marsh Drive Holdings now agrees to the plans and location of the Relocated Drain Line.
- F. The District is willing to convey a nonexclusive easement to Marsh Drive Holdings, under the terms of the Grant of Easement attached hereto as Exhibit B, ("Grant of Easement") to

allow Marsh Drive Holdings to maintain and operate the Relocated Drain Line on a portion of the District Property ("Easement Area"), as more particularly described in the Grant of Easement and its exhibits. Marsh Drive Holdings is willing to accept the easement, under the terms of the Grant of Easement, for that purpose.

#### Agreement

In consideration of the covenants and conditions hereinafter contained, and for good and valuable consideration the receipt and adequacy of which are hereby acknowledged, it is mutually agreed as follows:

1. **Conveyance of Easement; Internal Escrow.** The District will convey, and Marsh Drive Holdings shall accept, the nonexclusive easement granted by the Grant of Easement under the terms set forth in the Grant of Easement. Within 10 days after the Effective Date, Marsh Drive Holdings shall deliver an original executed Grant of Easement, with their signatures acknowledged by a notary public, to the District, care of the Real Estate Division of the County's Public Works Department. After the Real Estate Division receives the Grant of Easement executed on behalf of Marsh Drive Holdings, the Real Estate Division will cause the Grant of Easement to be executed on behalf of the District and recorded in the Official Records of the Contra Costa County Clerk-Recorder. The Real Estate Division, on behalf of the District, will provide Marsh Drive Holdings a copy of the recorded Grant of Easement. The County will pay all fees charged to record the Grant of Easement.
2. **Board Approval Required.** Neither the County, nor the District shall have any obligation under this Agreement unless and until this Agreement is approved by the Contra Costa County Board of Supervisors, acting as County's and the District's governing body.
3. **Warranty.** The County's contractor constructed the Relocated Drain Line within the Easement Area. The County will cause its contractor to warrant, for a period of three years following the County's acceptance of the Relocated Drain Line as complete ("Warranty Period"), that the Relocated Drain Line is free of material defects and will operate as intended. The County will provide Marsh Drive Holdings written notice of the Warranty Period start date. If, during the Warranty Period, Marsh Drive Holdings determine that the Relocated Drain Line is materially defective, Marsh Drive Holdings shall promptly notify the County of the defect in writing, and, within a reasonable time thereafter, the County will cause its contractor to repair or replace the Relocated Drain Line, or take other reasonable actions to cure the defect, as determined by the County in its reasonable discretion.
4. **Release.** Effective upon the expiration of the Warranty Period, Marsh Drive Holdings hereby release the County and its officers, employees, contractors, agents, and representatives from any and all losses, damages (including foreseeable and unforeseeable consequential damages), liabilities, claims, suits, demands, judgments, orders, costs, fines, penalties or expense of whatever character, including but not limited to those relating to inverse condemnation, and including attorneys' fees, (hereinafter collectively referred to as "Liabilities") related to or connected with the construction, installation, operation, repair, or

replacement of the Relocated Drain Line. Effective upon the recording of the Grant of Easement, Marsh Drive Holdings hereby release the County and its officers, employee, contractors, agents, and representatives from any Liabilities connected with the relocation and replacement of the portion of the Drain Line damaged by the County's contractor. Marsh Drive Holdings knowingly waive their right to make any claim against the County for any Liabilities discussed in this section, and, as to those Liabilities, Marsh Drive Holdings expressly waive all rights provided by section 1542 of the California Civil Code, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Notwithstanding anything to the contrary in this section, the releases included in this section do not include any Liabilities related to October 2021 water damage to the Marsh Drive Holdings Property as a result of damage to the Drain Line.

This section shall survive the expiration or termination of this Agreement.

5. **Notices.** All notices, communications, and other writings exchanged between the parties shall be delivered personally, by overnight carrier with delivery charges for next day prepaid, or by U.S. Mail with all postage charges prepaid, and delivered or addressed as follows:

To County:

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

To District:

Contra Costa County Flood Control and Water Conservation County  
c/o Real Estate Division, Public Works Department  
255 Glacier Drive  
Martinez, CA 94553

To Marsh Drive Holdings, LLC:

Marsh Drive Holdings LLC  
c/o Dave Calhoun or Greg Gosney  
5000 Marsh Drive  
Concord, CA 94520

Each notice, communication, or other writing shall be deemed delivered immediately if personally delivered, on the next business day after deposit with an overnight carrier with delivery charges for next day delivery prepaid, or on the fifth day after mailing if mailed by

U.S. Mail with postage prepaid. Any party may change its address for deliveries by providing written notice to the other party in the manner required by this Section 5.

6. **Entire Agreement.** This Agreement, inclusive of its exhibits, contains all the terms and conditions agreed upon by the Parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. The terms of this Agreement shall remain enforceable after the recording of the Grant of Easement and shall not merge into those deeds.
7. **Governing Law.** This Agreement shall be governed by the laws of the State of California. Any action to enforce or interpret this Agreement shall be filed in a California state court where jurisdiction and venue are proper.
8. **Successor Owners.** This Agreement shall inure to the benefit of and shall be binding upon the Parties and their successors, including all successor owners of the Marsh Drive Holdings Property.
9. **Counterparts.** This Agreement may be executed in counterparts.

[Signatures on next page.]

CONTRA COSTA COUNTY AND CONTRA COSTA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT, a flood control district organized under the laws of the State of California

MARSH DRIVE HOLDINGS, LLC, a California limited liability company

By:   
Dave Calhoun, Manager

By: \_\_\_\_\_  
Brian M. Balbas  
Public Works Director and Chief Engineer

Date: \_\_\_\_\_  
(Date of Board Approval)

RECOMMENDED TO THE BOARD OF SUPERVISORS FOR APPROVAL

By:   
for Jewel Lopez  
Senior Real Property Agent

By:   
Jessica L. Dillingham  
Principal Real Property Agent

Exhibit:

Exhibit A – Relocated Drain Line

Exhibit B – Grant of Easement and its Exhibits A & B

SMS:JL  
G:\realprop\Marsh Drive Bridge Replacement\Marsh Drive Holdings, LLC\Three-Party Waiver and Release - DRAFT 050923.doc

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, \_\_\_\_\_,  
Deputy 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 \_\_\_\_\_ (Seal)  
Deputy Clerk

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA  
COUNTY OF CONTRA COSTA

On May 10, 2023, before me, Karen Perrah,  
Notary Public, personally appeared David Calhoun, 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.

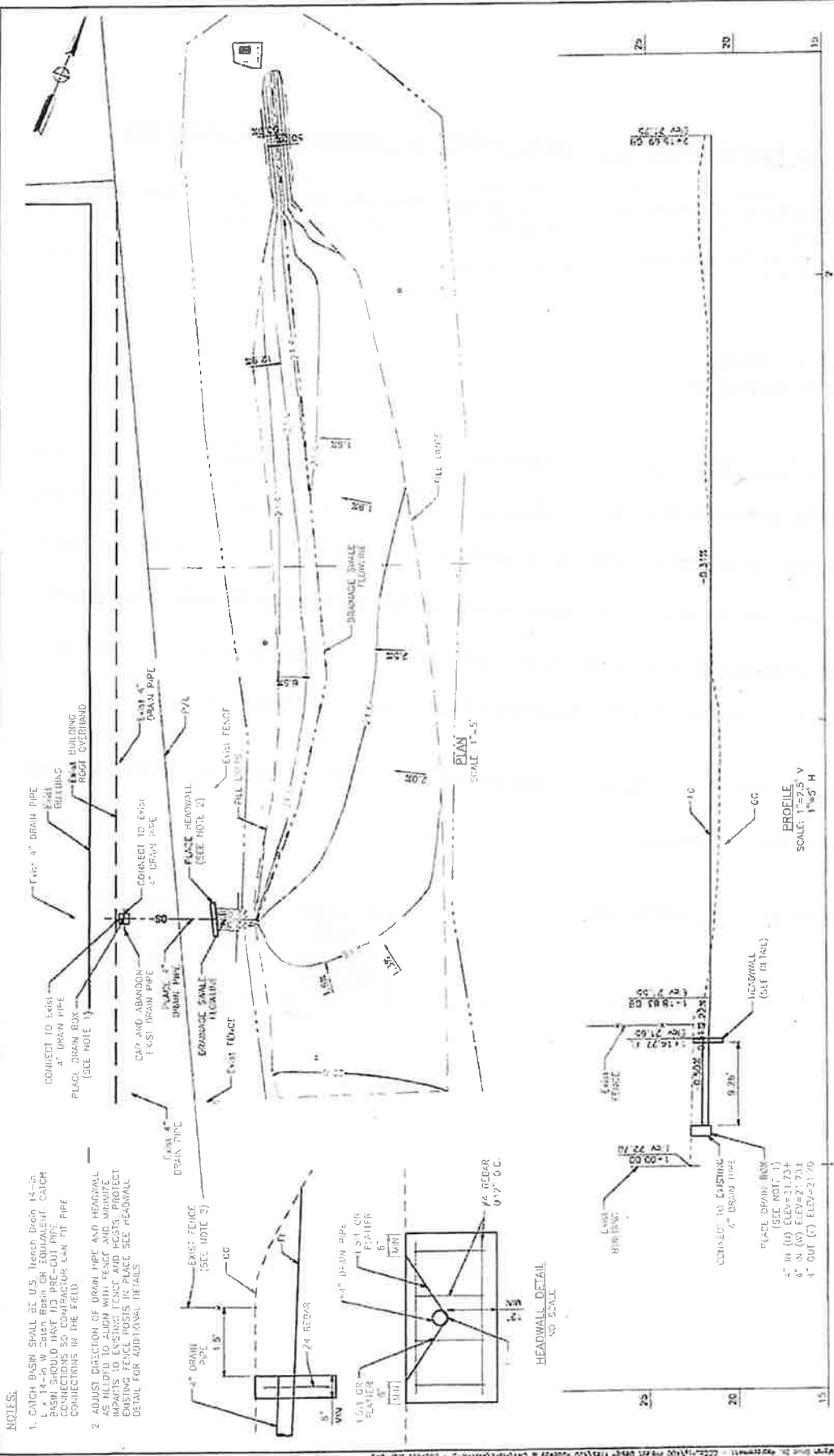
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Karen Perrah (Seal)  
Notary Public



EXHIBIT A



- NOTES:
1. CATCH BASIN SHALL BE U.S. FRENCH DRAIN 14-15. CATCH BASIN SHOULD BE CONCRETE. CATCH BASIN SHOULD BE 18\"/>
  - 2. ADJUST DEPTH OF DRAIN PIPE AND HEADWALL AS NECESSARY TO MAINTAIN PROPER GRAD. IMPACTS TO EXISTING FENCE AND POSTS. PROTECT EXISTING FENCE POSTS IN PLACE SEE HEADWALL DETAIL FOR ADDITIONAL DETAILS.

APPROVED FOR DRAINAGE WORK ONLY

**CONTRA COSTA COUNTY  
PUBLIC WORKS DEPARTMENT  
265 GLACIER DRIVE  
MARTINEZ, CALIFORNIA 94553**

**DRINKER ENGINEERING**  
DRINKER ENGINEERING  
1100 WHITE ROCK ROAD, SUITE 200  
RANCHO CORDOVA, CA 95870

**MARSH DRIVE BRIDGE REPLACEMENT  
OVER WALNUT CREEK  
DRAINAGE PLAN**

DATE: 0-14 5113 12-90

PROJECT NO: 123

DATE: 0-14 5113 12-90

NO.	DATE	BY	DESCRIPTION

NO.	DATE	BY	DESCRIPTION

**DRINKER ENGINEERING**  
DRINKER ENGINEERING  
1100 WHITE ROCK ROAD, SUITE 200  
RANCHO CORDOVA, CA 95870

NO.	DATE	BY	DESCRIPTION

PROJECT NO: 123



EXHIBIT B

Recorded at the request of and after recorded return to:

Marsh Drive Holdings, LLC  
5000 Marsh Drive  
Concord, CA 94520

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

A.P.N. No.: 125-210-XXX

**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 control district, organized under the laws of the State of California, (hereinafter "DISTRICT") hereby grants to MARSH DRIVE HOLDINGS, LLC, a California limited liability company (hereinafter, referred to as "GRANTEE"), a nonexclusive right to a perpetual easement and right of way for ingress and egress, and for constructing, reconstructing, removing, replacing, repairing, upgrading, maintaining, operating, and using an approximately 4-inch diameter building area underdrain outlet pipe and concrete outfall structure and appurtenances thereto (the "Drain Facilities"), for the purpose of draining storm water from GRANTEE's adjacent property located at 5000 Marsh Drive, in the Concord area, commonly identified as Assessor's Parcel No. 159-140-055, ("Grantee Property") and for no other purposes whatsoever, along, in, over and across 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 easement granted hereunder is within the DISTRICT-owned Walnut Creek Channel ("Property"). The primary use of the Property is for flood control conveyance of storm water and flood protection purposes, including, but not limited to, the right to channeling, impounding and otherwise controlling the flow of drainage waters, as well as performing any other activities, and construction or maintenance of any facilities that the DISTRICT may be required to perform, construct or maintain by other agencies at the Federal, State, Regional or Local level, including but not limited to, water quality and quantity control activities (such activities and those ancillary thereto being hereinafter referred to as "Flood Control"). 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 the public 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. DISTRICT represents and warrants that it has sufficient title to the Property to convey the easement granted hereunder.

3. **CONSTRUCTION AND MAINTENANCE ACTIVITIES:**

(a) GRANTEE shall, prior to any construction, reconstruction, remodeling, excavation, installation or plantings within the easement area, submit specific plans and specifications to the DISTRICT for review and approval. Such approval, together with any additional requirements to be in the form of a written permit issued by DISTRICT to GRANTEE.

(b) Normal maintenance by GRANTEE of its Drain Facilities within the easement area, including minor repairs, inspections, and cleaning of the facilities, shall not require prior notice to the DISTRICT. GRANTEE shall perform maintenance of its facilities so as to prevent damage to the Property.

(c) GRANTEE shall take reasonable precautions to ensure that the Drain Facilities do not convey and discharge any substance other than water onto the Property.

4. **MODIFICATION, RELOCATION, AND REMOVAL OF GRANTEE'S FACILITIES:** To the extent DISTRICT deems necessary to ensure the DISTRICT is able to use the Property for Flood Control, as described in Section 1, DISTRICT reserves the right to require GRANTEE to modify the Drain Facilities, to relocate said facilities within the easement area, or to remove said facilities from the easement area and relocate them to another comparable easement area of the Property. 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 if GRANTEE fails to complete the required work within a reasonable time specified by DISTRICT, DISTRICT may perform or complete the work. If GRANTEE determines that it no longer requires the easement, or the relocated easement, for Drain Facilities benefitting the Grantee Property, GRANTEE shall remove the Drain Facilities, vacate the easement, and quitclaim all of GRANTEE's right, title, and interest in and to the easement area to DISTRICT.
5. **DAMAGE TO DISTRICT PROPERTY:** To the extent that any DISTRICT Property, facilities, landscaping, or other improvements are removed or damaged as a result

of GRANTEE's negligence or willful misconduct while using the easement area, or as a result of the negligence or willful misconduct of any other person or entity acting under GRANTEE's direction or control, GRANTEE, at GRANTEE's sole expense and within a reasonable time thereafter, shall cause the removed or damaged DISTRICT Property, facilities, landscaping, or other improvements to be repaired, replaced, or restored to the reasonable satisfaction of DISTRICT.

6. **DAMAGE TO GRANTEE'S FACILITIES:** DISTRICT shall have no responsibility for the protection, maintenance, damage to, or removal of GRANTEE's Drain Facilities caused by or resulting from DISTRICT's use of the Property, or work or operation thereon, in connection with Flood Control. It shall be the sole responsibility of the GRANTEE to provide and maintain adequate protection and surface markings for its own Drain Facilities.
7. **NON-EXCLUSIVE EASEMENT:** The easement granted hereunder is non-exclusive. This easement is subject and subordinate to all previously 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 modify, remove, or relocate its Drain Facilities within the easement area, or to a similar easement to be granted to GRANTEE by DISTRICT at no cost, in a timely manner, at GRANTEE's sole cost, as reasonably necessary to accommodate the DISTRICT's use of the Property for Flood Control, or any other previously existing user's right to construct, replace, enlarge, repair, maintain and operate its facilities, in the same manner as required by Section 4 of this easement, including the rights and remedies contained therein. GRANTEE agrees to take all precautions required to avoid damage to the facilities of the previously existing users. If GRANTEE damages the facilities or improvements of any previously 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 interfere with GRANTEE's easement rights hereunder.
8. **INDEMNIFICATION, AS-IS CONDITION OF PROPERTY:**
  - (a) In the exercise of all rights under this 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 its officers, agents, employees and contractors 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 or expense of whatever character, including but not limited to those relating to inverse condemnation, and including attorneys' fees, (hereinafter collectively referred to as "Liabilities") to persons or property, direct or consequential, to the extent that those Liabilities arise from or are connected with GRANTEE's operations, acts, or omissions pursuant to this easement, or GRANTEE's occupancy or use of the easement.

GRANTEE acknowledges that the Property subject to this easement is in a flood control area and is used for Flood Control. GRANTEE shall never have, claim, or assert any right or action against DISTRICT in the event of damage to or disruption of the Drain Facilities caused or contributed to by flooding or water, and shall indemnify, defend, save, protect and hold DISTRICT and its officers, agents, employees, and contractors harmless from all Liabilities resulting from such damage or disruption to the Drain Facilities.

(b) 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 is intended in any way to restrict the right of GRANTEE to seek contribution or indemnity from any person or entity other than DISTRICT whose activities are a cause of any discharge, leakage, spillage or emission of hazardous materials on or to the Property.

(c) To the extent permitted by law, GRANTEE shall indemnify, defend, save, protect and hold the DISTRICT harmless 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, but only to the extent those Liabilities are caused or contributed to by GRANTEE's operation or performance under this easement, or by 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 Drain Facilities, to the extent that such activities increase the costs attributable to the cleanup or remediation of such hazardous materials.

(d) The obligations contained in this section shall survive the expiration or other termination of this easement.

9. **NO WARRANTIES:** Except and only to the extent that this Grant of Easement and expressly provides otherwise, 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.
10. **EASEMENT APPURTENANT:** The easement granted hereunder is appurtenant to, and for the benefit of, the Grantee Property and shall be conveyed together with the Grantee Property. The easement granted hereunder shall not be conveyed, assigned, transferred, or apportioned separate from the Grantee Property. The easement granted hereunder, and the rights and obligations herein set forth, shall inure to the benefit of and be binding upon successor owners of the Grantee Property upon the sale, transfer, or conveyance of the Grantee Property.
11. **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.
12. **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.
13. **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.



14. **SUCCESSORS AND ASSIGNS:** This indenture 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.

IN WITNESS WHEREOF, this Grant of Easement is signed and executed this 10th day of May 2023.

CONTRA COSTA COUNTY FLOOD  
CONTROL & WATER CONSERVATION  
DISTRICT

By \_\_\_\_\_  
Brian M. Balbas  
Chief Engineer

GRANTEE  
MARSH DRIVE HOLDINGS, LLC, A  
CALIFORNIA LIMITED LIABILITY  
COMPANY

By *Dave Calhoun*  
Dave Calhoun  
Manager

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, Deputy 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

G:\realprop\Marsh Drive Bridge Replacement\Marsh Drive Holdings, LLC\Marsh Drive Holdings LLC - Grant of Drain Easement - DRAFT 050923.doc

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA  
COUNTY OF CONTRA COSTA

On \_\_\_\_\_, before me, \_\_\_\_\_,  
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 \_\_\_\_\_ (Seal)  
Notary Public

Storm Drain Easement  
appurtenant to APN 159-140-055  
from CCCFC & WCD to Marsh Drive Holdings, LLC  
Portion of APN 125-210-XXX  
Walnut Creek Channel

**EXHIBIT "A"**

Real property in an unincorporated area of the County of Contra Costa, State of California, being a portion of Parcel 15A described in the grant deed to the Contra Costa County Flood Control & Water Conservation District (CCCFC & WCD), recorded February 17, 1966 in Book 5060 of Official Records, at page 567, described as follows:

**Storm Drain Easement FCPID 5232**

Commencing at a point on the westerly line of said Parcel 15A (5060 OR 567), being a point on the northerly right of way line of Marsh Drive; thence leaving said right of way line, and along said westerly line, north 27°14'26" west, 48.22 feet to the Point of Beginning; Thence from said Point of Beginning continuing along said westerly line north 27°14'26" west, 10.04 feet; thence leaving said westerly line north 67°46'59" east, 5.80 feet; thence south 27°14'26" east, 10.04 feet; thence south 67°46'59" west, 5.80 feet to the Point of Beginning.

Containing an area of 58 square feet of land, more or less.

Bearings are based on the California Coordinate System of 1983 (CCS83), Zone III.  
Distances given are ground distances.

**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: Dana M. Trejise

Licensed Land Surveyor  
Contra Costa County Public Works Department

Date: April 10, 2023

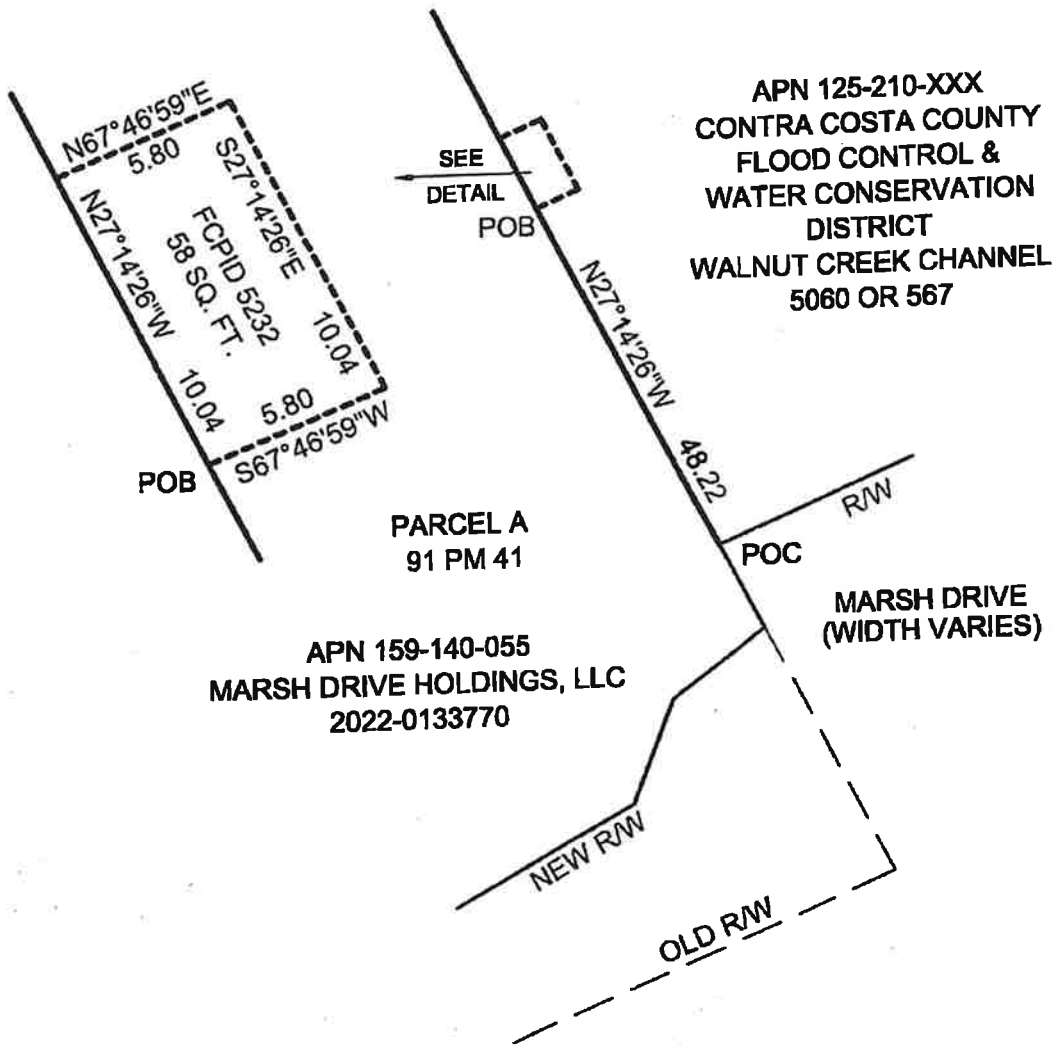





# EXHIBIT "B"

## PLAT TO ACCOMPANY EXHIBIT "A"

RANCHO MONTE DEL DIABLO



File Path: X:\survey\projects\01\W3975AU\Marsh Drive\W3975AU\_2020 - Storm Drain Easement.dwg  
 Plot Date: 4/10/2023 12:13:13 AM

<b>STORM DRAIN EASEMENT</b>		 <p>Contra Costa County Public Works Department 255 Glacier Drive Martinez, CA 94553</p>
Instr _____	Recorded _____	
Series # _____	SCALE: 1"=20'	DATE: 4/10/2023
	DRAWN BY: TL	DRAWING NO. FA-20,141
	CHECKED BY: JS	

