

RIGHT OF WAY CONTRACT -- STATE HIGHWAY

Grantor(s): Contra Costa County Flood Control and Water Conservation District, a flood control district operating under the law of the State of California

Portion of APN: N/A

Project Name: I-680/SR4 Interchange Project – Phases 2A and 4

Project No.: 6X4175

Federal Project No.: 04200001561

Parcel No(s): 65049-1

_____, California
_____, 202_

Document in the form of a Grant Deed, dated _____, 202_, covering the property particularly described in the above instrument (Property) has been executed and delivered to Contra Costa County (County).

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
- (B) County requires the Property described in the Grant Deed, Exhibit "A" attached hereto and made a part hereof, for State highway purposes, a public use for which County has the authority to exercise the power of eminent domain. Grantor is compelled to sell, and County is compelled to acquire the property.
- (C) The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT - Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Parts 21 and 28 C.F.R. Section 50.3.
- (D) No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.

-
-
2. The County shall:
 - (A) Pay the undersigned Grantor(s) the sum of ONE THOUSAND SEVEN HUNDRED FIFTY and No/100 (\$1,750.00) (Purchase Price) for the property or interest conveyed by above document(s) when title to said property vests in the County free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except:
 - a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
 - b. Covenants, conditions, restrictions and reservations of record, or contained in the above-referenced document.
 - c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
 - d. Other approved exceptions, if any.
 - (B) Pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by the County, the premium charged therefore.
 - (C) Have the authority to deduct and pay from the amount shown in Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid nondelinquent assessments which have become a lien at the close of escrow.
 3. Any or all moneys payable under this contract, up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deed(s) or mortgage(s) shall, upon demand(s), be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder; said mortgagee(s) or beneficiary(ies) to furnish Grantor with good and sufficient receipt showing said moneys credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.
 4. The Grantor(s) shall retain title of the property conveyed up to and including the date of recording of the deed conveying title to County upon compliance by the Grantor(s) with the conditions of this contract. All rents and all security money collected by Grantor(s) applicable to any period thereafter shall be paid to the County. Either party hereto collecting rents or security money to which the other party is entitled shall forthwith pay such amount to the other as is necessary to comply with the provision of this clause.
-
-

5. By this Agreement, County and Grantor(s) establish an escrow (Escrow) with WFG Title Insurance Company their Escrow No. 54606-22-01397 (Title Company). If, for any reason, the named Title Company is unable to handle this transaction through the Close of Escrow, the County's Real Property Agent assigned to oversee this property acquisition will select an alternate title company to handle the transaction, and notify Grantor in writing of the identity and address of the successor title company and the new escrow number. Thereafter, the successor company will be the "Title Company" for purposes of this Agreement.

Grantor(s) hereby authorize(s) County to prepare escrow instructions and file escrow instructions with said Title Company, on behalf of Grantor(s), in accordance with this Agreement. This includes authorization of the Title Company to withhold pro rata taxes, liens, and assessments on the property conveyed.

On or before the Close of Escrow, Grantor will deliver to County or into Escrow with said Title Company the following documents:

- (A) The Grand Deed, in recordable form and properly executed on behalf of the Grantor(s), conveying to County the property in fee simple absolute.
 - (B) Copies of any effective leases, rental agreements, or any other agreements, if any, which County has agreed in writing are to remain in effect after County takes title.
 - (C) Prior to the Close of Escrow, County will deposit the Purchase Price into Escrow with said Title Company.
6. Escrow shall close upon the conveyance of the property to the County (Close of Escrow). On the closing date, the Title Company shall close Escrow as follows:
- (A) Record the Grant Deed, marked for return to the County care of Jessica L. Dillingham, Principal Real Property Agent for the County (Which shall be deemed delivered to the County), parties agree that Temporary Construction Easement Deeds will not be recorded;
 - (B) Issue the Title Policy, if requested to do so by the County;
 - (C) Prorate taxes, assessments, rents and other charges as provided by this Agreement;
 - (D) Disburse to the Grantor the Purchase Price, less prorated amounts and charges to be paid by or on behalf of Grantor;
-
-

- (E) Prepare and deliver to the County and to the Grantor one signed copy of the Title Company's closing statement showing all receipts and disbursements of the Escrow.

If the Title Company is unable to simultaneously perform all of the instructions set forth above, the Title Company shall notify the Grantor(s) and the County and retain all funds and documents pending receipt of further instructions from the County.

7. Grantor(s) warrant(s) that there are no oral or written leases on all or any portion of the property exceeding a period of one month and the Grantor(s) further agree(s) to hold the County harmless and reimburse the County for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of Grantor for a period exceeding one month.
8. The undersigned Grantor(s) hereby agree(s) and consent(s) to the dismissal of any eminent domain action in the Superior Court wherein the herein described land is included and also waive(s) any and all claims to any money that may now be on deposit in said action.
9. The Grantor(s) hereby represent(s) and warrant(s) that during the period of Grantor's(s') ownership of the property, there have been no disposals, releases or threatened releases of hazardous substances or hazardous wastes on, from, or under the property. Grantor(s) further represent(s) and warrant(s) that Grantor(s) has no knowledge of any disposal, release, or threatened release of hazardous substances or hazardous wastes, on, from, or under the property, which may have occurred prior to Grantor(s) taking title to the property.

The Purchase Price of the property being acquired in this transaction reflects the fair-market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste, which requires mitigation under Federal or State law, the County may elect to recover its clean-up costs from those who caused or contributed to the contamination.

10. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the County, including the right to remove and dispose of improvements, shall commence on the date funds are deposited into escrow controlling this transaction, and the amount shown in Clause 2 (A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

RIGHT OF WAY CONTRACT -- STATE HIGHWAY

RW B-3 (Rev. 04/2021)

Page 5 of 9

In Witness Whereof, the Parties have executed this agreement the day and year first above written.

CONTRA COSTA COUNTY
Recommended to the Board of Supervisors
for Approval:

GRANTOR(S)

By *Lorena Serrano*
Lorena Serrano
Real Property Consultant

By _____
Warren Lai
Chief Engineer

By *Jessica L. Dillingham*
Jessica L. Dillingham
Principal Real Property Agent

Date: _____
(Date signed by Grantor(s))

APPROVED:

By _____
Warren Lai
Public Works Director

Date: _____
(Date of Approval)

AB:
G:\realprop\CALTRANS\RW08-03 Right of Way Contract State Highway.doc
Updated 3/2022



EXHIBIT "A"

Recorded at the request of:
Contra Costa County

Return to:
Contra Costa County
Public Works Department
Real Estate Division
255 Glacier Drive
Martinez, CA 94553
Attn: Jessica L. Dillingham, Principal
Real Property Agent

EXEMPT FROM RECORDING FEES PURSUANT TO GOVT. CODE SECTION 27383 AND DOCUMENTARY TRANSFER TAX PURSUANT TO REVENUE AND TAXATION CODE SECTION 11922.

Assessor's Parcel No. N/A
Caltrans Parcel No.: 65049-1

GRANT DEED

For Value Received, receipt of which is hereby acknowledged, CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a flood control district existing under the laws of the State of California,

GRANTS to

CONTRA COSTA COUNTY, a political subdivision of the State of California, organized under the laws of the State of California,

The following described real property in the unincorporated area of the County of Contra Costa, State of California,

FOR DESCRIPTION AND MAP SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF.

This conveyance is made for the purpose of a freeway and the GRANTOR hereby releases and relinquishes to the GRANTEE any and all abutter's rights, including rights of access, appurtenant to GRANTOR's remaining property, in and to the freeway.

The GRANTOR further understands that the present intention of the GRANTEE is to construct and maintain a public highway on the lands hereby conveyed and the GRANTOR, for itself and its successors and assigns, hereby waives any and all claims for damages to GRANTOR's remaining property contiguous to the property hereby conveyed by reason of the location, construction, landscaping or maintenance of said highway.

GRANTOR:

Date _____

Diane Burgis
Chair, Board of Supervisors

ATTACH APPROPRIATE ACKNOWLEDGMENT

MAIL TAX STATEMENTS TO:

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

EXHIBIT "A"

Number
65049

EXHIBIT "A"

Real property situate in the County of Contra Costa, State of California and being portions of the parcel of land described in the Grant Deeds to Contra Costa County Flood Control and Water Conservation District recorded on April 3, 1962 in Book 4089, Page 264 and in Book 4089, Page 272, all of Official Records of Contra Costa County and more particularly described as follows:

PARCEL 1 (65049-1)

BEGINNING at the northwest corner of State Parcel No. 58368-1, Recorded on January 4, 2016 as Document No. 2016-000660, Official Records of said County; thence along the west line of said parcel (58368-1) for the following two (2) courses: (1) South 14°55'06" East, 105.93 feet; (2) South 12°04'14" East, 299.16 feet to the southwest corner of said parcel (58368-1), same corner being on the south line of the above referenced Contra Costa County Flood Control and Water Conservation District parcel; Thence along said south line for the following three (3) courses: (1) South 23°13'44" West, 42.63 feet; (2) North 67°24'04" West, 16.00 feet; (3) South 22°35'56" West, 2.82 feet; Thence crossing through said Contra Costa County Flood Control and Water Conservation District parcel for the following two (2) courses: (1) North 12°03'55" West, 347.70 feet; (2) North 14°13'45" West, 34.03 feet to the **POINT OF BEGINNING**.

CONTAINING 15,718 square feet, more or less.

There shall be no abutters rights, including rights of access, appurtenant to the above described property, in and to the adjacent State highway right of way.

The bearings and distances used in the above description are based on the California

EXHIBIT "A"

Number
65049

EXHIBIT "A"

Coordinate System of 1983 (CCS83) Zone 3, Epoch 2017.50. Multiply distances by 1.000062454 to obtain ground distances.

This real property description has been prepared by me, or under the direction, in conformance with the California Professional Land Surveyors Act.


Scott A. Shortlidge



7-20-2025
Date

Exhibit "A"

