

JOINT USE AGREEMENT

for

IRON HORSE TRAIL EXTENSION OVER FLOOD CONTROL DRAINAGE EASEMENT

EAST BAY REGIONAL PARK DISTRICT

AND

**CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION
DISTRICT**

This AGREEMENT is made and entered into this 20th day of January, 2026 ("Effective Date") by and between the EAST BAY REGIONAL PARK DISTRICT, a California special district, hereinafter called "PARK DISTRICT," and the CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a flood control district organized under the laws of the state of California, hereinafter called "FLOOD CONTROL." PARK DISTRICT and FLOOD CONTROL are referred to collectively herein as the "Parties."

RECITALS

1. PARK DISTRICT operates the Iron Horse Regional Trail ("Trail"), an interurban recreational and commuter trail spanning Alameda and Contra Costa counties and open to pedestrians, cyclists, and equestrians.
2. FLOOD CONTROL owns real property along the Walnut Creek and Pacheco Creek channels and operates flood control channels, levees, and other related improvements.
3. On June 6th, 1995, the Parties entered into a license agreement to provide for construction, maintenance, and operation of the Trail along the Walnut Creek Channel from Monument Boulevard to the Clayton Valley Drain. That agreement was amended in 1996 and 2021 to expand the licensed premises and extend the term of the license to March 2044.
4. The Parties are in the process of amending that license agreement to facilitate an extension of the Trail in five sections, north from the Clayton Valley Drain along the Walnut Creek and Pacheco Creek channels towards the PARK DISTRICT's Waterbird Regional Park.
5. A sixth planned section of the Trail will cross a 40.55-acre private property (hereinafter referred to as the "Property") owned by Gonsalves & Santucci and identified as Contra Costa County Assessor's Parcel no. 159-250-019-1 and depicted in Exhibit A
6. FLOOD CONTROL acquired a Drainage Easement over a 5.04-acre portion of the Property from Gonsalves & Santucci, recorded with Contra Costa County on February 26, 2021 as Document # 2021-0060242. This easement provided FLOOD CONTROL with the rights to construct a new levee as part of their Lower Walnut Creek Restoration project. The Drainage Easement area is depicted and described in Exhibit C.

7. Gonsalves & Santucci and the PARK DISTRICT are negotiating a grant of a 20-foot-wide Trail Easement to the PARK DISTRICT, to be located within FLOOD CONTROL's Drainage Easement, and to feature a segment of the Trail built on top of FLOOD CONTROL's new levee (the "Shared Easement Area"). The Trail Easement Area is depicted in Exhibit A and described in Exhibit B.
8. FLOOD CONTROL and PARK DISTRICT desire to enter into this Joint Use Agreement to document mutually supportive objectives to restore the Lower Walnut Creek Channel and to provide public recreational access, outline respective rights and responsibilities, and commit to cooperative joint management and use of these two overlapping easements. This area of overlapping easements is depicted in Exhibit A, labeled "Joint Use Agreement Area", and is subject to the following terms of this agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the Parties hereby agree to as previously amended, as follows:

AGREEMENT

I. Superiority of Rights

The Parties acknowledge that FLOOD CONTROL's Drainage Easement predates the proposed Trail Easement in favor of the PARK DISTRICT and therefore FLOOD CONTROL's purposes stated in their Drainage Easement are hereby recognized as superior to the PARK DISTRICT's trail easement purposes.

2. Non-interference

Neither party may construct improvements nor store vehicles, equipment or materials which could impede or interfere with the full enjoyment of the other party's easement or adversely affect the other party's operations, without prior written consent from the other party.

3. Maintenance and Patrol

The PARK DISTRICT will maintain, repair, operate, and patrol the Shared Easement Area to the same standards indicated in Sections 7 and 14 of the 1995 License Agreement, once the trail has been constructed and opened to the public.

4. Damages and Repair

In the event that either party in the course of its operations, maintenance, repairs, construction or other work damages or destroys the second party's improvements or property within the Shared Easement Area, then the first party shall a) notify the second party in writing within five (5) business days of knowledge of such damage, b) devise plans to fully restore the affected improvements or property in coordination with the second party, and c) implement agreed-upon repairs or restoration to the affected area in a timely manner. The second party has the option to implement agreed-upon repairs upon their own easement parcel and improvements and subsequently invoice the first party, if the parties agree that this alternative is more expedient and appropriate.

5. Mutual Indemnification

To the maximum extent permitted by law, the PARK DISTRICT agrees to, and shall defend, indemnify and hold harmless FLOOD CONTROL and its officers, employees, contractors and agents ("FLOOD CONTROL Parties") from and against any or all loss, liability, expense, claim, cost, suits, and damages of every kind, nature and description, including reasonable attorney's fees, for or on account of damage to property or injury to persons arising from anything done or performed, or omitted to be done or performed, on the PARK DISTRICT's Trail Easement, except and to the extent resulting from any gross negligence or willful misconduct of FLOOD CONTROL or FLOOD CONTROL Parties.

To the maximum extent permitted by law, FLOOD CONTROL agrees to, and shall defend, indemnify and hold harmless the PARK DISTRICT and its officers, employees, contractors and agents ("PARK DISTRICT Parties") from and against any or all loss, liability, expense, claim, cost, suits, and damages of every kind, nature and description, including reasonable attorney's fees, for or on account of damage to property or injury to persons arising from anything done or performed, or omitted to be done or performed, on the FLOOD CONTROL Drainage Easement except to the extent caused by the gross negligence and willful misconduct of the PARK DISTRICT and PARK DISTRICT Parties.

6. Notices

All notices shall be given in writing addressed to the Parties as follows:

PARK DISTRICT

Becky Bremser

Division Lead of Land Acquisition

East Bay Regional Park District

2950 Peralta Oaks Court

Oakland, CA 94605

bbremser@ebparks.org

CONTRA COSTA COUNTY

255 Glacier Drive

Martinez, CA 94553

Flood Control District Attn: Thao Nguyen

925.655.2197

Public Works Attn: Jessica Dillingham

925.655.3412

7. Resolution of Disputes

If a dispute arises between the parties relating to this License, the parties agree to resolve the dispute first by negotiation in good faith. If the dispute cannot be resolved by direct negotiation, the parties agree to mediate the dispute before initiating litigation or arbitration. All mediation and arbitration fees and costs must be paid equally, and each party shall bear its own attorneys' fees and costs in connection with such mediation and arbitration.

IN WITNESS WHEREOF, the parties hereto have executed this Joint Use Agreement effective as of the Effective Date.

**Contra Costa County Flood Control
and Water Conservation District**

By: _____

Warren Lai, Chief Engineer

East Bay Regional Park District

By: _____

Max Korten, Acting General Manager

Recommended for approval:

By: _____
Angela Bell, Supervising Real Property
Agent

Approved As To Form:

By: _____
Thomas L. Geiger, County Counsel

Approved as to Form:



Jason Rosenberg, Assistant District Counsel

By: _____
Michael George, Deputy County Counsel

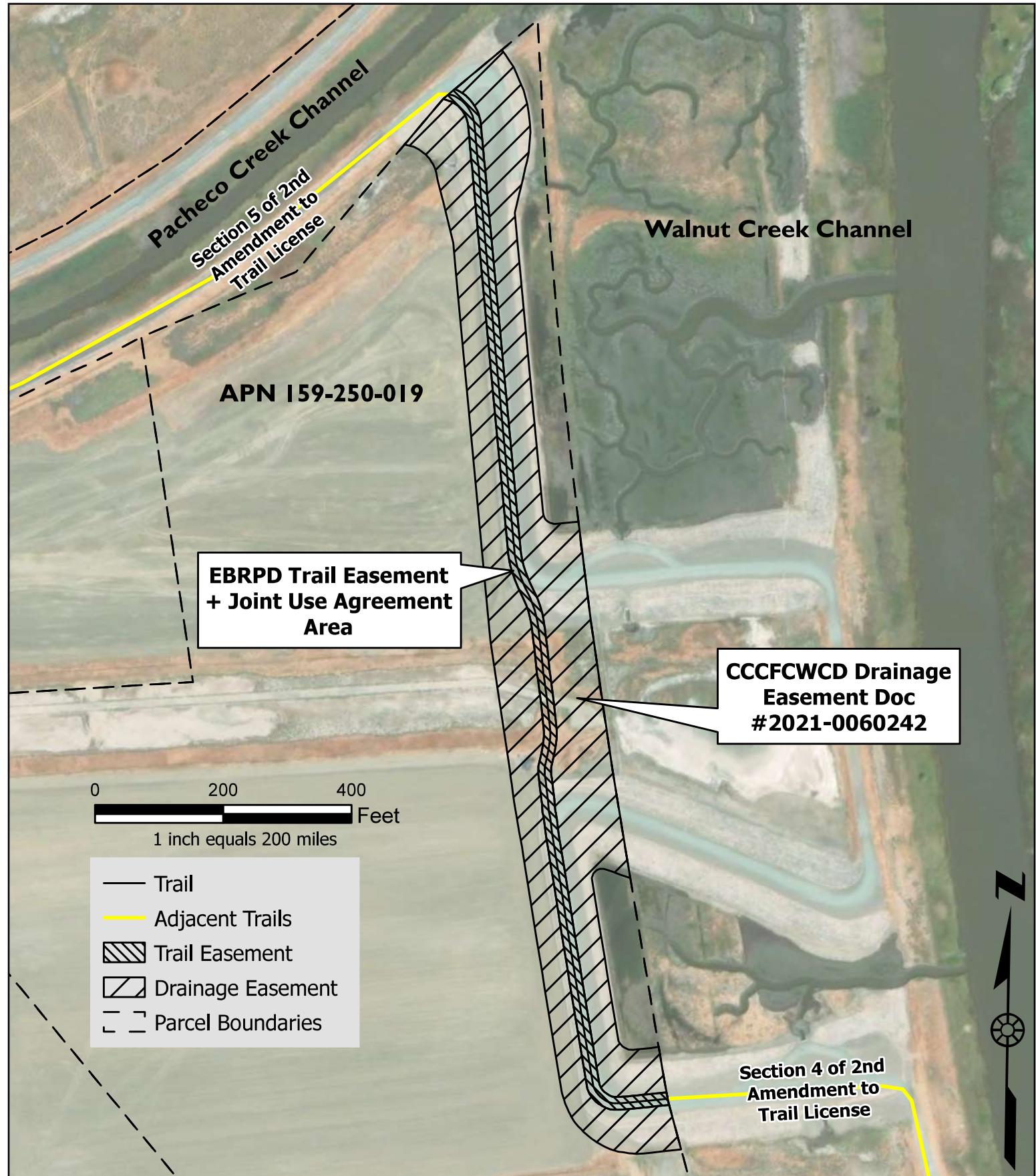


Exhibit B: Trail Easement Legal Description

Real property located in an unincorporated area of the County of Contra Costa, State of California, being a portion of Section 15, Township 2 North, Range 2 West, Mount Diablo Base and Meridian, also being a portion of the property described as Parcel 2 in the Certificate of Compliance for Lot Line Adjustment LLA 01-0032, recorded March 6, 2003 in Recorder's Series Number 2003-0104328, Contra Costa County Records, described as follows:

An easement over and along the top surface of the levee lying within the lands described as "Drainage Easement FCPIP 5249," in the Offer of Dedication – Drainage Purposes recorded February 26, 2021 as Document Number 2021-0060242, in the office of the County Recorder of Contra Costa County, being further described as follows:

A strip of land 20 feet in width, lying 10 feet on each side of the following described centerline: COMMENCING at the most northerly corner of said Parcel 2 (2003-0104328), thence along the north line of said Parcel 2, South 49°26'51" West a distance of 73.10 feet to the northeasterly corner of said Drainage Easement FCPIP 5249; thence continuing along the northerly line of said Drainage Easement FCPIP 5249 and said Parcel 2 (2003-0104328) South 49°26'51" West 106.18 feet to the TRUE POINT OF BEGINNING.

Thence leaving said northerly line of said Drainage Easement FCPIP 5249 southeasterly along a non-tangent curve to the right, whose center bears South 18°17'01" West, with a radius of 55.00 feet, through a central angle of 66°29'26", an arc distance of 63.83 feet;

Thence South 05°13'34 East 659.46 feet;

Thence along a tangent curve to the left having a radius of 200.00 feet, through a central angle of 22°19'25", an arc distance of 77.92 feet;

Thence on a reverse curve to the right having a radius of 150.00 feet, through a central angle of

20°50'52", an arc distance of 54.58 feet;

Thence South 06°42'07" East 150.00 feet;

Thence along a tangent curve to the right having a radius of 150 feet, through a central angle of 22°22'22", an arc distance of 58.57 feet;

Thence along a reverse curve to the left having a radius of 75.00 feet, through a central angle of 22°38'14", an arc distance of 29.63 feet;

Thence South 06°57'59" East 86.92 feet;

Thence South 09°04'06" East 394.39 feet;

Thence along a tangent curve to the left having a radius of 40.00 feet, through a central angle of 86°23'39", an arc distance of 60.31 feet;

Thence North 84°32'15" East 73.91 feet more or less to a point on the easterly line of said Parcel 2 (2003-104328) and Drainage Easement FCID 5249 (2021-0060242), said point being North 14°51'46" West 82.42 feet from the southeasterly corner of said Drainage Easement FCID 5249.

The sidelines of this 20 foot easement shall be extended or shortened to terminate at the boundaries of said Drainage Easement FCID 5249 (2021-0060242).

EXHIBIT C to Joint Use Agreement:

Drainage Easement

Not for Official Use : This copy has not been QUALITY ASSURED.

11
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Recorded at the request of:
Contra Costa County
Public Works Department
Return to:
Contra Costa County
Public Works Department
Records Section

CONTRA COSTA Co Recorder Office
DEBORAH COOPER, Clerk-Recorder
DOC - 2021-0060242
Friday, Feb 26, 2021 15:26:00



Area: Martinez
Road: Waterbird Way
Co. Road No.: 3882
Development No.: SD17-09459 & LP14-02046
APN: 159-250-019

Total Paid: No Fee
0000 - Public

Receipt #: 202100044094

103/JCPC/1-11

OFFER OF DEDICATION - DRAINAGE PURPOSES

GONSALVES & SANTUCCI, INC., the undersigned, being the present title owner(s) of record of the herein described parcel of land, does hereby make an irrevocable offer of dedication to CONTRA COSTA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT, a political subdivision of the State of California, and its successors or assigns, of an easement for storm, flood and surface water drainage, including construction, access or maintenance of work, improvements and structures, whether covered or open, or the clearing of obstructions and vegetation, upon the real property situated in the County of Contra Costa, State of California, described in Exhibit "A" (written description) and shown on Exhibit "B" (plat map) attached hereto in support of the Lower Walnut Creek Restoration Project (the "Project").

To the extent permitted by law, and except as otherwise provided herein, the District shall indemnify, defend, and save harmless Grantor, its officers, employees, and agents from and against any and all costs, losses, damages, liabilities, expenses (including reasonable attorneys' fees and costs of defense), claims, and demands of whatever character, (collectively, "Liabilities") to the extent that the Liabilities arise from or are connected with the negligence or willful misconduct of the District, its officers, employees, contractors, or agents while occupying and using the Drainage Easement.

Grantor acknowledges: that the District's Project is a public project that will be constructed on public property owned by the District; that, under state law, any Project subcontractor's sole remedy for nonpayment would be to file a stop payment notice with the District; and that on publicly-owned projects located on public property, a mechanic's lien cannot be used to secure a payment obligation. However, if a District contractor, or a subcontractor, performing work on the Project records a mechanic's lien against property owned by the Grantor to seek to assert or secure a claim to payment on the District's Project, the District, at its expense, will be responsible for taking actions necessary to cause the lien to be released or expunged.

It is understood and agreed that CONTRA COSTA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT and its successors or assigns shall incur no liability with respect to such offer of dedication, and shall not assume any responsibility for the offered parcel of land or any improvements thereon or therein, until such offer has been accepted by appropriate action of the Board of Supervisors, or of the local governing bodies of its successors or assigns.

The provisions hereof shall inure to the benefit of and be binding upon heirs, successors, assigns, and personal representatives of the respective parties hereto.

For more information, see attached resolution that was approved by the BOS for this offer of dedication.

The undersigned executed this instrument on 1/5/21 (Date).

Gonsalves & Santucci, Inc.

(Name of owner as shown in title report)

Joseph Sosteric, Vice President
(Signature)
(Print Name & Title)

JOSEPH SOSTERIC, VICE PRESIDENT

Mariah P. Garcia, General Counsel
(Signature)
(Print Name & Title)

MARIAH P. GARCIA, GENERAL COUNSEL

(See attached notary)

:mw
\\PW-DATA\\grpdata\\fdct\\Watershed Planning - Engineering\\Zone 3B - Walnut San Ramon\\Lower WC\\Restoration 2013-\\Partners\\Conco\\right of way\\OF-9 - Drainage Purposes (002) - Conco.doc
Rev. January 5, 2021

Drainage Easement
Gonsalves & Santucci Inc.
Portion of APN 159-250-019

EXHIBIT "A"

Real property located in an unincorporated area of the County of Contra Costa, State of California, being a portion of Section 15, Township 2 North, Range 2 West, Mount Diablo Meridian, also being a portion of the property described as Parcel 2 in the Certificate of Compliance for Lot Line Adjustment LLA 01-0032., recorded March 6, 2003 in Recorder's Series Number 2003-0104328, Contra Costa County records, described as follows:

Drainage Easement FCPID 5249

Commencing at the north corner of said Parcel 2 (2003-0104328); thence, along the north line of said Parcel 2, south $49^{\circ}26'51''$ west for a distance of 73.10 feet to the beginning of a non-tangent curve, concave to the west, having a radius of 211.00 feet and the center point of which bears south $52^{\circ}35'29''$ west, said point being the Point of Beginning; thence leaving said north line of Parcel 2, along said curve through a central angle of $50^{\circ}39'06''$ for an arc distance of 186.53 feet; thence south $13^{\circ}14'35''$ west for a distance of 79.00 feet; thence south $5^{\circ}16'01''$ east for a distance of 422.88 feet; thence south $5^{\circ}03'01''$ east for a distance of 49.21 feet to the beginning of a tangent curve, concave to the northeast and having a radius of 18.00 feet; thence along said curve through a central angle of $90^{\circ}00'00''$ for an arc distance of 28.27 feet; thence north $84^{\circ}56'59''$ east for a distance of 36.72 feet to a point on the east line of said Parcel 2, and the beginning of a non-tangent curve, concave to the east, having a radius of 10,660.00 feet and the center point of which bears north $83^{\circ}26'14''$ east; thence along said east line of Parcel 2 and along said curve through a central angle of $2^{\circ}38'56''$ for an arc distance of 492.83 feet; thence continuing along said east line of Parcel 2, south $9^{\circ}12'42''$ east for a distance of 70.03 feet; thence leaving said east line of Parcel 2, north $69^{\circ}59'19''$ west for a distance of 41.99 feet to the beginning of a tangent curve, concave to the southeast, having a radius of 15.00 feet; thence along said curve through a central angle of $119^{\circ}09'24''$ for an arc distance of 31.20 feet; thence south $9^{\circ}08'43''$ east for a distance of 249.81 feet to the beginning of a tangent curve, concave to the northeast, having a radius of 22.00 feet; thence along said curve through a central angle of $86^{\circ}23'03''$ for an arc distance of 33.17 feet; thence north $84^{\circ}28'15''$ east for a distance of 38.75 feet to a point on said east line of Parcel 2; thence along said east line of Parcel 2 south $9^{\circ}12'42''$ east for a distance of 66.54 feet; thence continuing along said east line of Parcel 2 south $14^{\circ}51'46''$ east for a distance of 97.63 feet; thence leaving said east line of Parcel 2 south $83^{\circ}53'54''$ west for a distance of 53.65 feet to the beginning of a tangent curve, concave to the northeast, having a radius of 122.00 feet; thence along said curve through a central angle of $86^{\circ}57'23''$ for an arc distance of 185.16 feet; thence north $9^{\circ}08'43''$ west for a distance of 460.39 feet; thence

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north $8^{\circ}12'54''$ west for a distance of 249.10 feet; thence north $5^{\circ}15'07''$ west for a distance of 241.36 feet; thence north $5^{\circ}16'01''$ west for a distance of 382.26 feet; thence north $13^{\circ}54'59''$ west for a distance of 103.72 feet to the beginning of a non-tangent curve, concave to the southwest, having a radius of 58.00 feet and the center point of which bears south $83^{\circ}34'42''$ west; thence along said curve through a central angle of $75^{\circ}07'05''$ for an arc distance of 76.04 feet to a point on said north line of Parcel 2; thence along said north line of Parcel 2 north $40^{\circ}39'04''$ east for a distance of 92.72 feet; thence continuing along said north line of Parcel 2 north $49^{\circ}26'51''$ east for a distance of 118.67 feet to the Point of Beginning.

Containing 219,703 square feet (5.044 acres), more or less

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: 

Licensed Land Surveyor
Contra Costa County Public Works Department

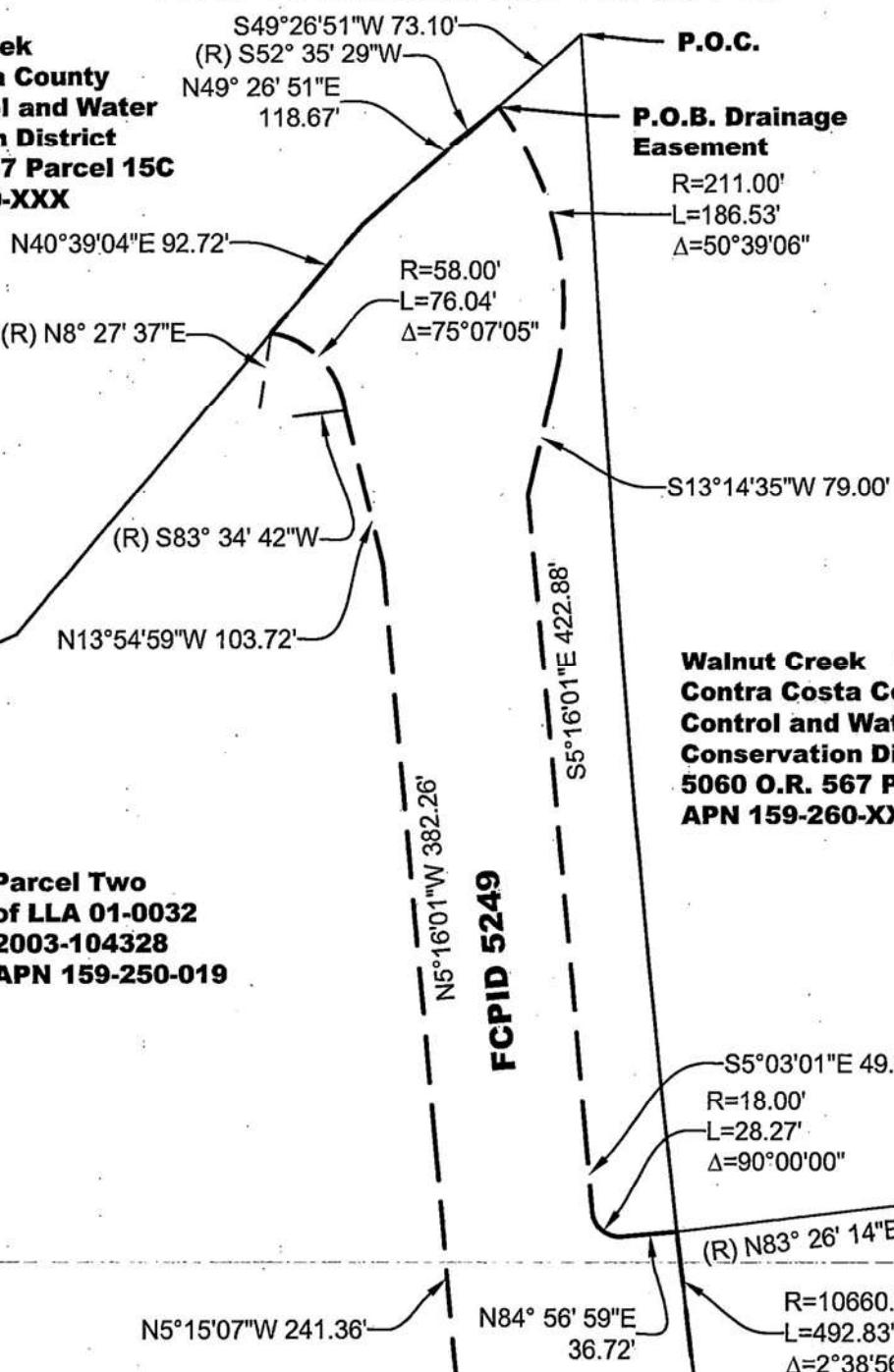
Date: 11/23/2020



EXHIBIT "B"

PLAT TO ACCOMPANY EXHIBIT "A"

**Pacheco Creek
Contra Costa County
Flood Control and Water
Conservation District
5060 O.R. 567 Parcel 15C
APN 159-250-XXX**



Drainage Easement FCPID 5249

Instr _____ Recorded _____
 Series # _____



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

SCALE: 1"=120'	DATE: 11/23/2020
DRAWN BY: BD	DRAWING NO. FA-20156
CHECKED BY: JS	

See Sheet 1 of 2

N5°15'07"W 241.36'

N84° 56' 59"E
36.72'

(R) N83° 26' 14"E

EXHIBIT "B"

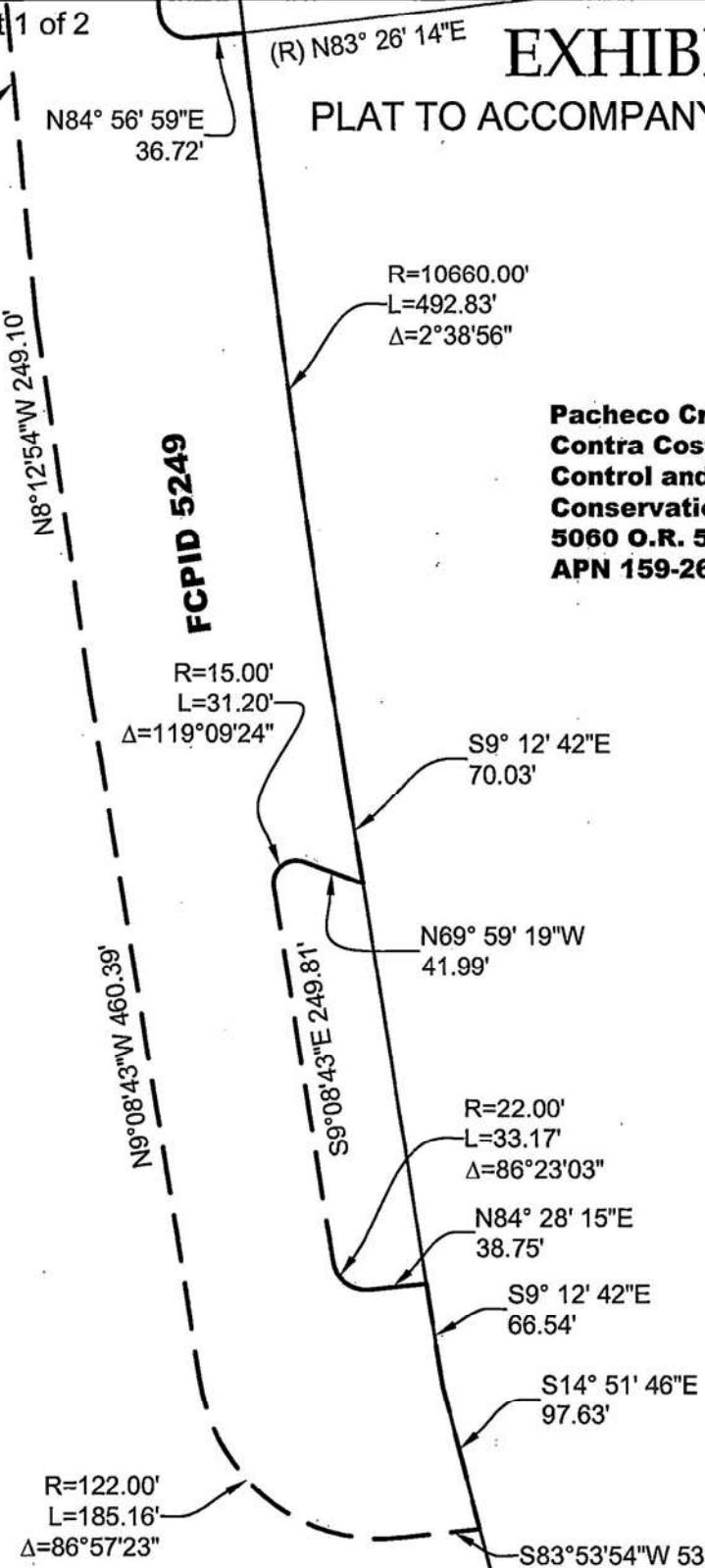
PLAT TO ACCOMPANY EXHIBIT "A"



FCPID 5249

Parcel Two
of LLA 01-0032
2003-104328
APN 159-250-019

Pacheco Creek
Contra Costa County Flood
Control and Water
Conservation District
5060 O.R. 567 Parcel 15B
APN 159-260-XXX



Drainage Easement
FCPID 5249

Instr _____ Recorded _____

Series # _____



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

SCALE: 1"=120'	DATE: 11/23/2020
DRAWN BY: BD	DRAWING NO.
CHECKED BY: JS	FA-20156

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 January 5, 2021 before me, Cynthia Marie Lohman, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Joseph Sostaric

Name(s) of Signer(s)

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.



Place Notary Seal and/or Stamp Above

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 Cynthia Marie Lohman
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

 Corporate Officer – Title(s): _____ Partner – Limited General Individual Attorney in Fact Trustee Guardian of Conservator Other: _____

Signer is Representing: _____

Signer's Name: _____

 Corporate Officer – Title(s): _____ Partner – Limited General Individual Attorney in Fact Trustee Guardian of Conservator Other: _____

Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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State of California

County of Contra Costa

}

On January 5, 2021 before me, Cynthia Marie Lohman, Notary Public

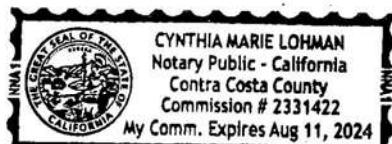
Date

Here Insert Name and Title of the Officer

personally appeared Mariah P. Garcia

Name(s) of Signer(s)

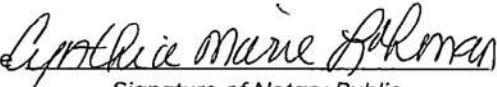
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

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 

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

 Corporate Officer – Title(s): _____ Partner – Limited General Individual Attorney in Fact Trustee Guardian of Conservator Other: _____

Signer is Representing: _____

Signer's Name: _____

 Corporate Officer – Title(s): _____ Partner – Limited General Individual Attorney in Fact Trustee Guardian of Conservator Other: _____

Signer is Representing: _____

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Recorded at the request of: Clerk of the Board

Return To: Public Works Dept- Simone Saleh

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA
and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 02/02/2021 by the following vote:

AYE: John Gioia, District I Supervisor Candace Andersen, District II Supervisor Diane Burgis, District III Supervisor Karen Mitchoff, District IV Supervisor Federal D. Glover, District V Supervisor

NO:

ABSENT:

ABSTAIN:

RECUSE:

Resolution No. 2021/33

IN THE MATTER OF accepting Offer of Dedication for Drainage Purposes for subdivision SD17-09459, for a project being developed by Gonsalves & Santucci, Inc., as recommended by the Chief Engineer, Flood Control and Water Conservation District, Martinez area. (District V)

NOW, THEREFORE, BE IT RESOLVED that the following instrument is hereby ACCEPTED:

INSTRUMENT: Offer of Dedication for Drainage Purposes

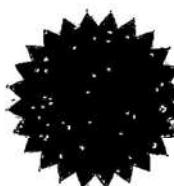
REFERENCE: 159-250-019

GRANTOR: Gonsalves & Santucci, Inc.

AREA: Martinez

DISTRICT: V

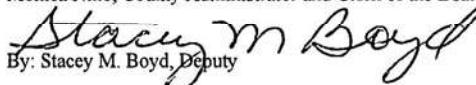
Contact: Randolph Sanders (925) 313-2111



I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: February 2, 2021

Monica Nino, County Administrator and Clerk of the Board of Supervisors


By: Stacey M. Boyd, Deputy

cc: Larry Gossett- Engineering Services, Randolph Sanders- Engineering Services, Paul Detjens, Flood Control, Catherine Windham, Flood Control, Sean Tully-DCD Planning , Gonsalves & Santucci, Inc.

C. 11



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: February 2, 2021
Subject: Accept an Offer of Dedication for Drainage Purposes for subdivision SD17-09459, Martinez area.

RECOMMENDATION(S):

Acting as the governing body of the Contra Costa County Flood Control and Water Conservation District, ADOPT Resolution No. 2021/33 accepting an offer of dedication for drainage purposes from Gonsalves & Santucci, Inc., in Assessor's Parcel No. 150-250-019 in connection with subdivision SD17-09459 conditions of approval, as recommended by the Chief Engineer, Martinez area.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The Offer of Dedication for Drainage Purposes is required per Condition of Approval No.64.

CONSEQUENCE OF NEGATIVE ACTION:

The Offer of Dedication for Drainage Purposes will not be recorded.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: 02/02/2021 APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

Contact: Randolph Sanders (925) 313-2111

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: February 2, 2021

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: Stacey M. Boyd, Deputy

1000

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ATTACHMENTS

Resolution No. 2021/33

Offer of Dedication - Drainage
Purposes



**EAST BAY REGIONAL PARK DISTRICT
RESOLUTION NO. 2025 - 12 - 225
DECEMBER 2, 2025**

**AUTHORIZATION TO AMEND THE EXISTING LICENSE AGREEMENT AND TO
EXECUTE A NEW JOINT USE AGREEMENT WITH CONTRA COSTA COUNTY
FLOOD CONTROL AND WATER CONSERVATION DISTRICT TO FACILITATE
FUTURE TRAIL CONSTRUCTION: IRON HORSE TRAIL**

WHEREAS, the Iron Horse Regional Trail is a popular two-county interurban recreation trail used by pedestrians, joggers, and cyclists for recreation and commuting. The 32-mile-long trail is mostly developed within the former Southern Pacific Railroad right-of-way. North of Monument Boulevard in Concord, however, the trail runs along Walnut Creek on levees owned and operated by Flood Control; and

WHEREAS, the trail currently terminates at Marsh Drive in Concord, and the Park District's 2013 Master Plan envisioned an extension of the Iron Horse Trail from Marsh Drive to Waterbird Regional Preserve, and the Park District and Flood Control previously collaborated on a feasibility study and determined that a trail running primarily along newly built Flood Control levees along Walnut and Pacheco creeks would be the preferred alternative; and

WHEREAS, as part of securing a permit from the San Francisco Bay Conservation and Development Commission for levee modification and habitat restoration projects within the Lower Walnut Creek Channel, Flood Control is required to provide new public access improvements along Walnut Creek, and the Park District is prepared to plan, design, construct and operate a new segment of the trail; and

WHEREAS, Park District and Flood Control staff have successfully negotiated and drafted a Second Amendment to License Agreement which would add roughly 2.5 linear miles of future trail to the trail license area; and

WHEREAS, a short portion of the planned trail extension is on private property owned by Gonsalves & Santucci and with its Resolution No. 2024-09-177, the Board of Directors authorized staff to accept a trail easement from the property owners; and

WHEREAS, said property owners stipulated that the Park District and Flood Control first execute an agreement regarding cooperative use of the overlapping trail and drainage easements prior to recordation of the donated trail easement; and

WHEREAS, Park District and Flood Control staff have successfully negotiated and drafted a Joint

Use Agreement for Iron Horse Trail Extension Over Flood Control Drainage Easement.

NOW, THEREFORE BE IT RESOLVED, that the Board of Directors of the East Bay Regional Park District hereby authorizes the execution of the Second Amendment to License Agreement and the Joint Use Agreement and the Joint Use Agreement for Iron Horse Trail Extension Over Flood Control Drainage Easement as presented to the Board on December 2, 2025; and

BE IT FURTHER RESOLVED, that the General Manager is hereby authorized and directed, on behalf of the Park District and in its name, to execute and deliver such documents and to do such acts as may be deemed necessary or appropriate to accomplish the intentions of this resolution.

Moved by Director Waespi, seconded by Director Sanwong, and adopted December 2, 2025 by the following vote:

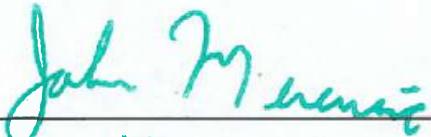
FOR: Luana España, Dennis Waespi, John Mercurio, Olivia Sanwong, Elizabeth Echols, and Lynda Deschambault

AGAINST: None

ABSTAIN: None

ABSENT: Colin Coffey

Attested by Clerk of the Board Kelly Clancy



John Mercurio
Board President

