

RECORDING REQUESTED BY

Contra Costa County

AND WHEN RECORDED MAIL TO

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

R/W X-# 1821

Slope and Drainage Easement – Wildcat Canyon

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 267-030-021-5

GRANT OF EASEMENT

THIS INDENTURE, made and entered into this ____ day of _____, 20 ____, by and between EAST BAY MUNICIPAL UTILITY DISTRICT, a public corporation organized and existing under the laws of the State of California hereinafter called Grantor, and Contra Costa County, a political subdivision of the State of California, hereinafter called Grantee,

WITNESSETH:

THAT the Grantor, for a good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, and the faithful performance and observance by Grantee of all of the covenants and agreements herein contained, does hereby grant, subject to all of the terms and conditions hereof, to Grantee an easement for the construction, reconstruction, maintenance, removal and use, for the purpose of maintaining roadway slopes, culverts, drainage, rock protection and erosion control, as necessary to maintain the integrity of said slope and provide for adequate drainage, together with the necessary appurtenances thereto, all hereinafter referred to as "the structure", within the boundaries of that certain real property described in **Exhibit "A"** and shown on **Exhibit "B"**, attached hereto and made a part hereof.

The easement above mentioned is granted by Grantor and accepted by Grantee upon the following terms and conditions, and Grantee does hereby covenant with Grantor as follows:

1. Grantee hereby acknowledges the title of Grantor in and to the real property above described and agrees never to assail or to resist said title.
2. The construction, reconstruction, maintenance, removal and use of, and all work upon or in connection with the structure shall at no time and in no way whatsoever interfere with the operations of Grantor; the location of the structure, the construction, reconstruction, maintenance and removal thereof and all work in connection therewith shall be done and made under the supervision and to the satisfaction of Grantor, and the construction, reconstruction, maintenance, removal and use of any aqueduct, pipelines and other facilities or improvements of Grantor, present or future, upon said real property shall at all times be paramount to any rights of Grantee under this indenture.

3. Upon completion of any of its works hereunder, Grantee shall promptly restore as near as possible the surface of the ground to the condition in which it was prior to the commencement of said work and leave said real property in a clean and presentable condition, free from waste, and if Grantee fails to keep said real property so then Grantor may perform the necessary work at the expense of Grantee, which expense Grantee agrees to pay to Grantor upon demand.

4. Grantee expressly agrees to indemnify, defend and hold harmless Grantor, its directors, officers, and employees from and against any and all loss, liability, expense, claims, costs, suits, and damages, including attorneys' fees, arising out of Grantee's operation or performance under this agreement, including all costs, claims and damages (including property and personal injury) arising out of any hazardous substances, hazardous materials or hazardous wastes (including petroleum) within the easement area or on the adjacent Grantor's property, released by Grantee, its officers, employees, or contractors, as a result of Grantee's construction, reconstruction, maintenance, use, or removal of its structure.

5. Grantee shall be responsible for and shall reimburse Grantor for any damage or loss to Grantor's present and future pipelines and appurtenances thereto, directly or indirectly contributed to or caused by Grantee's operation or performance under this agreement, including, but not limited to, any damage or loss due to corrosion of Grantor's aqueducts or pipelines, present or future, caused by the deposit by Grantee of hazardous substances, hazardous materials or hazardous wastes including petroleum or caused by electrical currents flowing between the structure and the aqueducts or pipelines of Grantor; and Grantee shall not make any physical connection or bonding whatsoever between said aqueducts or pipelines of Grantor and the structure without first having obtained the written permission of Grantor so to do.

6. Grantee agrees that it shall pay the cost of any additional work made necessary and other costs incurred by Grantor by reason of the location of said structure of the Grantee upon said real property of Grantor; all of such work shall be performed by Grantor and upon the completion thereof Grantor shall promptly upon demand be reimbursed by Grantee for the cost thereof.

7. Grantee agrees to assume all risk of damage to the structure and to any other property of Grantee or any property under the control or custody of Grantee while upon the property or rights of way of Grantor or in proximity thereto, caused by or contributed to in any way by the construction, reconstruction, operation, maintenance, repair or use of aqueducts, pipelines, or other facilities or improvements or roadways of Grantor, present or future.

8. Except in the case of routine inspections or emergency repairs, Grantee shall give to Grantor at least ten (10) days' notice in writing before entering upon the real property hereinabove described for the purpose of constructing, reconstructing, repairing or removing the structure or performing any work on or in connection with the structure or the operation thereof.

9. All rights herein granted to Grantee are subject to all existing rights, rights of way, reservations and easements by whomsoever held in and to said real property.

10. If Grantee shall fail to construct the structure and place it in operation within a period of two years after the date hereof, or shall at any time abandon the structure or any portion thereof, or fail to use the structure for the purposes for which this easement is granted, then all rights of Grantee in and to said real property or such portions thereof so abandoned or not so used shall thereupon cease and terminate and title thereto shall immediately revert to and vest in Grantor. Upon any termination of the rights of Grantee hereunder, Grantee shall at Grantee's expense, promptly upon request by Grantor so to do, remove the structure from said real property and restore said real property to its original condition; upon failure of Grantee so to do, said work may be performed by Grantor at Grantee's expense, which expense Grantee agrees to pay to Grantor promptly upon demand.

11. No rights of Grantee hereunder shall be transferred or assigned unless the written consent of Grantor is first secured. With that exception, this indenture and each and all of the covenants herein contained shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto.

12. Grantee recognizes and understands that this easement may create a possessory interest subject to property taxation and that Grantee may be subject to the payment of property taxes levied on such interest.

IN WITNESS WHEREOF, the parties hereto have executed this indenture, the day and year first above written.

EAST BAY MUNICIPAL UTILITY DISTRICT

CONTRA COSTA COUNTY

By: _____
Mamdoh Elawady aka Matt Elawady
Manager of Real Estate Services

By: _____
Warren Lai
Director of Public Works

GRANTOR

GRANTEE

Drainage Easement
Wildcat Canyon Road (Road No. 1651B)
County Project No. 0672-6U6266
Federal Project No. ACSTP-15J9(161)
East Bay Municipal Utility District (EBMUD)
Portion of Assessor's Parcel No. 267-030-021
Drawing Nos. A1651B-2024A, RW-1651B-2024

Exhibit "A"

Real property situate in an unincorporated area of the County of Contra Costa, State of California, being a portion of Tract No. 3 of Specific Tract "A" (Ward and Smith League) of the Rancho El Sobrante, as shown on that certain map entitled "Map of the Rancho El Sobrante, Accompanying and forming a part of the Final Report of the Referees in Partition of said Rancho", filed March 14, 1910, in the Office of the County Recorder of Contra Costa County, described as follows:

Being a portion of that 442-acre tract of land described as Parcel 162 in that certain Commissioner's Deed from J.B. Lanktree, a Commissioner, to East Bay Water Company, a corporation organized and existing under the laws of the State of California, recorded on January 25, 1917, in Book 288 of Deeds at Page 5 (288 D 5), Contra Costa County Records, described more particularly as follows:

Parcel 1-1 — Permanent Drainage Easement

Commencing at a point which lies 65.00 feet southwesterly at right angles from centerline Station L4 123+50 San Pablo Dam Road, as shown on that certain Right of Way Record Map for San Pablo Dam Road, File No. RW-0961-55-1, Sheet 2 of 6, dated April 08, 1959, Contra Costa County Public Works Department, said point being on the southerly boundary line of Parcel One as described in that certain Deed from East Bay Municipal Utility District, a public corporation organized and existing under the laws of the State of California, to the County of Contra Costa, a political subdivision of the State of California, recorded June 21, 1961, in Book 3893 of Official Records at Page 5 (3893 OR 5), Contra Costa County Records; thence from said **Point of Commencement**, along said southerly boundary line of Parcel One (3893 OR 5), South 14° 12' 20" West, 109.97' feet to a point on the centerline of Wildcat Canyon Road, as described in the May 16, 1887, field notes for Road Petition No. 71 (R.E. Rowland, et al.), said point bearing North 14° 12' 20" East, 8.12 feet from the southwesterly terminus of the L8 Line (Station L8 15+00), as shown on said Right of Way Record Map RW-0961-55-1; thence leaving said southerly boundary line of Parcel One (3893 OR 5), along said centerline of Wildcat Canyon Road the following four (4) courses:

- (1) North 81° 00' 00" West, 70.63 feet to centerline Station 4,
- (2) North 68° 00' 00" West, 198.00 feet to centerline Station 5,
- (3) South 84° 00' 00" West, 132.00 feet to centerline Station 6,
- (4) North 31° 00' 00" West, 19.63 feet;

thence leaving said centerline of Wildcat Canyon Road North 59° 00' 00" East, 25.00 feet to a point on the northerly right of way line of said Wildcat Canyon Road, said point to be hereinafter referred to as Point "A", and being the **Point of Beginning**; thence from said **Point of Beginning**, leaving said northerly right of way line North 27° 01' 54" East, 43.68 feet; thence South 62° 58' 06" East, 18.00 feet; thence South 27° 01' 54" West, 35.99 feet to a point on said northerly right of way line; thence along said northerly right of way line South 84° 00' 00" West, 17.72 feet; thence continuing along said northerly right of way line North 31° 00' 00" West, 3.71 feet to the **Point of Beginning**.

The above-described Drainage Easement containing an area of 747 square feet (0.017 acres) of land, more or less.

Bearings for the above-described parcels are based on said Right of Way Record Map RW-0961-55-1 and said field notes for Road Petition No. 71.

End of Description

Exhibit "B" (Drawing No. A1651B-2024A) 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. Trezise

Licensed Land Surveyor
 Contra Costa County Public Works Department

Date: November 19, 2024



EXHIBIT "B"

PLAT TO ACCOMPANY EXHIBIT "A"

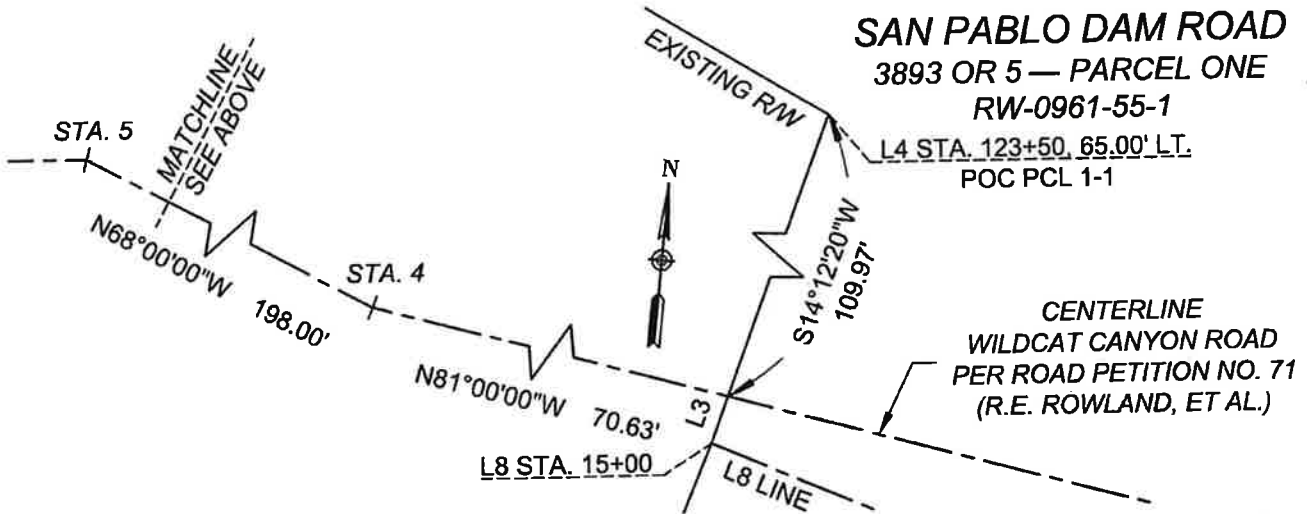
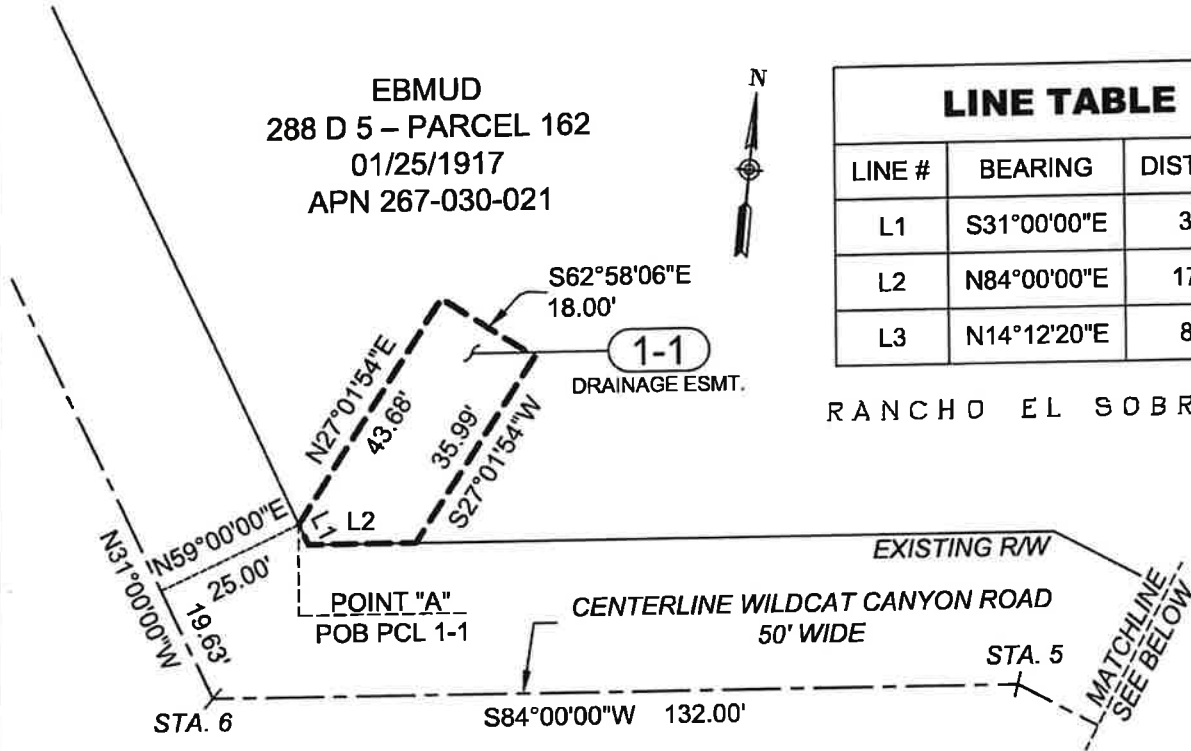
PARCEL	AREA +/-	
1-1	747 SQ. FT.	0.017 AC.

EBMUD
288 D 5 - PARCEL 162
01/25/1917
APN 267-030-021



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S31°00'00"E	3.71'
L2	N84°00'00"E	17.72'
L3	N14°12'20"E	8.12'

RANCHO EL SOBRANTE



UNINCORPORATED ORINDA, CONTRA COSTA COUNTY, CALIFORNIA

WILDCAT CANYON ROAD SLOPE FAILURE 500'± WEST OF SAN PABLO DAM ROAD DRAINAGE EASEMENT



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

Instr _____ Recorded _____
Document No. _____

SCALE: 1" = 30'
DATE: 11/15/2024
DRAWN BY: DCF
DRAWING NO. A1651B-2024A
CHECKED BY: AM