

**REAL PROPERTY EXCHANGE AGREEMENT AMONG
CENTRAL CONTRA COSTA SANITARY DISTRICT,
CONTRA COSTA COUNTY, AND THE CONTRA COSTA COUNTY
FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

Project No. 7520-6B8348

This Real Property Exchange Agreement ("Agreement") is entered into as of 10/21, 2025, by and among Central Contra Costa Sanitary District, a special district organized under the laws of the State of California ("Central San"), Contra Costa County, a political subdivision of the State of California ("County"), and the Contra Costa County Flood Control and Water Conservation District, a flood control district organized under the laws of the State of California ("FCD"). Central San, the County, and FCD are sometimes referred to herein together as the "Parties," and each individually as a "Party."

Recitals

- A. FCD and Central San entered into an Agreement, dated December 15, 2020 ("2020 Agreement"), related to the Grayson and Walnut Creeks Levee Improvement Project ("Project"). Among other obligations, Section 3(b)(iv) of the 2020 Agreement requires Central San to convey to FCD in fee a strip of land ("Central San Property") for the Project, as more particularly described and depicted in the Grant Deed attached hereto and incorporated herein as Exhibit A ("Central San Deed"). Through and as part of the Central San Deed, Central San shall reserve for its benefit an easement for purposes of installing, maintaining, accessing, repairing, and replacing security improvements, including fencing, and utilities. ("Reserved Fencing and Utility Easement") over the Central San Property being granted to FCD. The County is beneficially interested in the Project because it is intended to protect life and property within the County from risk of flooding.
- B. Central San desires to acquire a portion of the Old Imhoff Road property ("County Property"), as described and depicted in the Grant Deed ("County Deed") attached hereto and incorporated herein as Exhibit B. The County owns the County Property in fee. Central San desires to acquire a fee interest in the County Property in exchange for Central San granting to FCD the Central San Property, subject to the Reserved Fencing and Utility Easement for the benefit of Central San.
- C. The County acquired the County Property for county highway purposes, and the property is no longer necessary for those purposes. Because the County will receive a benefit from the Project, the County is willing to convey the County Property to Central San, subject to a non-public access easement for the benefit of the County and FCD for vehicular access to FCD's property along Grayson Creek over the County Property ("Reserved Access Easement") for the benefit of the County. Central San is willing to accept the County Property, subject to the Reserved Access Easement in favor of County, as consideration for Central San granting to FCD the Central San Property, subject to the Reserved Fencing and Utility Easement in favor of Central San.

- D. The purpose of this Agreement is to document the conveyance of the Central San Property to FCD, and the conveyance of the County Property to Central San, subject to the Reserved Fencing and Utility Easement for the benefit of Central San and the Reserved Access Easement for the benefit of the County, respectively. This Agreement is entered into pursuant to Streets and Highways Code, Section 960, Section 5 of the Contra Costa County Flood Control and Water Conservation District Act, and other applicable laws.

Agreement

NOW, THEREFORE, in consideration of the foregoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Term.** The term of this Agreement begins on the Effective Date and expires upon the recordation of both the Central San Deed and the County Deed. Notwithstanding the foregoing, if the County Board of Supervisors does not approve the conveyance of the County Property to Central San within 60 days following the Effective Date, this Agreement shall be deemed terminated and of no further force or effect, unless extended upon written agreement of the Parties.
2. **Internal Escrow.** The conveyances described herein shall be handled by an internal escrow established by the Real Estate Division of the County's Public Works Department ("Real Estate").
 - (a) Within 60 days following the Effective Date, Central San shall deliver the original executed and acknowledged Central San Deed, in the form attached hereto as Exhibit A, in recordable form, to **Real Estate Division, 40 Muir Road, Martinez, CA 94553**. At the same time, Central San also shall deliver a resolution of acceptance, or other acceptance instrument, in recordable form, to accept the County Deed in the event the County Board of Supervisors approves the conveyance of the County Property to Central San.
 - (b) Within 60 days following the Effective Date, the County Board of Supervisors will consider approving the conveyance of the County Property to Central San. If the Board approves said conveyance, within 10 days thereafter, the County will deliver the original executed and acknowledged County Deed, in the form attached hereto as Exhibit B, in recordable form, to Real Estate at the address in subsection (a), above. At the same time, the County will provide Real Estate a resolution of acceptance, or other acceptance instrument, in recordable form, to accept the Central San Deed.
 - (c) Within 10 days after receiving the Central San Deed and the County Deed, Real Estate shall cause those instruments and the related acceptance instruments to be recorded in the Official Records of the Contra Costa County Clerk-Recorder. Following said recording, Real Estate shall provide copies of all recorded documents to FCD and Central San, and shall retain a copy of each recorded document on behalf of the County.

- (d) If this Agreement terminates as set forth in Section 1, and is not otherwise extended by mutual written agreement of the Parties, as described therein, Real Estate shall destroy all deed(s) and resolutions of acceptance for this exchange in its possession.

3. **Mutual Releases.** Effective upon the recording of the last of the Central San Deed and County Deed: (a) FCD and County both accept the Central San Property in its "as-is" condition, and FCD and County each hereby release Central San and its board members, officers, employees, representatives, agents, attorneys, and affiliated entities from any and all losses, expenses, costs, damages, claims, demands, obligations, and liabilities (collectively "Liabilities") that arise from or are connected with the physical or environmental condition of the Central San Property; and (b) Central San accepts the County Property in its "as is" condition, and Central San hereby releases the County from all Liabilities that arise from or are connected with the physical or environmental condition of the County Property. As to the Liabilities set forth in (a) and (b), herein above, FCD and County, on one hand, and Central San on the other, hereby all waive the right to make any claim against each other for such Liabilities, and, as to those Liabilities, each of FCD, County and Central San hereby expressly waives all rights provided by Section 1542 of the California Civil Code, which provides as follows:

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

4. **Notices.** Except to the extent this Agreement expressly provides otherwise, all writings exchanged or delivered under this Agreement shall be delivered in person, delivered by overnight carrier with delivery charges prepaid and deposited to ensure next day delivery, or sent by First Class U.S. Mail with postage prepaid, addressed as follows:

If to FCD:

Contra Costa County Flood Control & Water Conservation District
Attn: Tim Jensen
255 Glacier Drive
Martinez, CA 94553

If to County:

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

If to Central San:

Central Contra Costa Sanitary District
Attn: Real Property Group
5019 Imhoff Place
Martinez, CA 94553




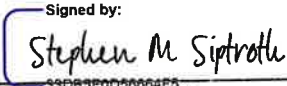
A writing shall be deemed given on the same day that it is personally delivered on the business day immediately following the day it is deposited with an overnight carrier, and on the fifth day after the postmark date if delivered by First Class U.S. Mail. A Party may change its address above by providing notice to the other Parties of the new address in any manner permitted under this section at least five (5) days before the new address takes effect.

5. **Specific Performance.** The only remedy for breach of this Agreement is the specific performance of this Agreement.
6. **Governing Law.** This Agreement shall be construed in accordance with and governed by laws of the State of California. Any litigation to interpret or enforce this agreement shall be filed in Contra Costa County Superior Court.
7. **Entire Agreement; Amendment.** This Agreement represents the entire and integrated agreement among the Parties as to the subject matter referenced herein. This Agreement may be amended in a writing executed by the Parties following approval by the Parties' governing bodies.
8. **Severability.** No provision of this Agreement shall be interpreted to require any unlawful action by any Party. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, then the meaning of that term or portion of this Agreement shall be construed so as to render it enforceable to the extent feasible.
9. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and, when taken together with all other signed counterpart, shall constitute one and the same instrument.
10. **Compliance with Laws.** In the performance of this Agreement, the Parties shall observe and comply with all applicable federal, state, and local laws and regulations.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

11. **No Third-Party Beneficiaries.** This Agreement is only for the benefit of the Parties as public entities and shall not be construed as or deemed to operate as an agreement for the benefit of any third parties. No person or entity other than the Parties shall have any right of action or obtain any right to benefits or position of any kind for any reason whatsoever.

IN WITNESS WHEREOF this Agreement is executed as of the Effective Date set forth above.

CENTRAL CONTRA COSTA SANITARY DISTRICT By:  Roger S. Bailey, General Manager Approved as to form: By:  J. Leah Castella Counsel for the District	CONTRA COSTA COUNTY AND CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT By:  Warren Lai, Public Works Director and Chief Engineer Approved as to form: Thomas L. Geiger, County Counsel By:  Stephen M. Siptroth Assistant County Counsel
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Exhibits:

Exhibit A – Central San Deed (conveying to FCD the Central San Property and reserving to Central San the Reserved Fencing and Utility Easement)

Exhibit B – County Deed (conveying to Central San the County Property and reserving to County the Reserved Access Easement)

Exhibit "A"

Recorded at the request of
Flood Control & Water
Conservation District

After recording return to:
Contra Costa County
Flood Control & Water
Conservation District
C/O Real Estate Division
40 Muir Road, 2nd Floor
Martinez, CA 94553
Attn: Angela Bell

**EXEMPT FROM RECORDING FEES PURSUANT TO GOV'T. CODE SECTION 27383 AND
DOCUMENTARY TRANSFER TAX PURSUANT TO REVENUE AND TAXATION CODE
SECTION 11922.**

Portions of Assessor's Parcel Nos. 159-140-050 and 159-140-057 (Fee Title) [CONFIRM WITH
TITLE REPORT]

GRANT DEED AND RESERVATION OF EASEMENT

For value received, receipt of which is hereby acknowledged, Central Contra Costa Sanitary District, a
special district of the State of California hereinafter ("**Grantor**") grants to:

Contra Costa County Flood Control and Water Conservation District, a flood control district,
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 ("**Property**"):

**AS DESCRIBED IN EXHIBIT A ATTACHED HERETO AND SHOWN ON EXHIBIT B
ATTACHED HERETO AND MADE A PART HEREOF,**

reserving therefrom in favor of Grantor, its successors and assigns, in perpetuity, an easement over
and across the Property for purposes of ingress and egress and for Grantor, and its employees,
agents and contractors, installing, constructing, removing, maintaining, accessing, repairing, and
replacing security improvements, as determined necessary or appropriate by Grantor, on or about
the Property, including, without limitation, installing fencing, and utilities.

GRANTOR:

Date _____

Central Contra Costa Sanitary District, a
special district of the State of California

Title: _____
By: _____
Title: _____

APPROVED AS TO FORM:

Leah Castella, District Counsel

MAIL TAX STATEMENTS FOR 159-140-050 AND 159-140-057 TO:

**Contra Costa County Flood Control & Water Conservation District, Public Works
Department, Attn: Real Estate Division, 255 Glacier Drive, Martinez, CA 94553**

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 _____

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)

Fee Take Along Grayson Creek Channel and Walnut Creek Channel
From Central Contra Costa Sanitary District to
Contra Costa County Flood Control and Water Conservation District
Portion of APNs 159-140-050 and 159-140-057
Drawing No. FA-20190

EXHIBIT "A"

Real property situate in the unincorporated area of the County of Contra Costa, State of California, being a portion of Lot 4 of Section 15, portions of the East One-Half of Section 22, and a portion of the West One-Half of Section 23, Township 2 North, Range 2 West, Mount Diablo Meridian, described as follows:

Parcel – Fee Title

A portion of those parcels of land described in the following grant deeds to Central Contra Costa Sanitary District (CCCSD): recorded July 26, 1967, in Book 5418 of Official Records at Page 311, Contra Costa County Records; recorded July 07, 1970, in Book 6165 of Official Records at Page 448 (6165 OR 448), Contra Costa County Records; recorded February 09, 1971, in Book 6313 Official Records at Page 16 (6313 OR 16), Contra Costa County Records; and recorded February 06, 1978, in Book 8698 of Official Records at Page 643, Contra Costa County Records. Said portion is more particularly described as follows:

Beginning at the intersection of the northerly 120-foot-wide right of way line of Imhoff Drive as Relinquishment of Highway Right of Way to Contra Costa County, as described in the document recorded April 08, 1983, in Book 11200 of Official Records at Page 144 (11200 OR 144), Contra Costa County Records, with the westerly right of way line of Grayson Creek Channel, more particularly Parcel No. 512 as described as Parcel One in the corporation grant deed to Contra Costa County Flood Control and Water Conservation District (CCCFC & WCD) recorded February 02, 1971, in Book 6308 of Official Records at Page 660 (6308 OR 660), Contra Costa County Records, said point also being a point on a non-tangent curve, concave to the southwest, a radial to said point bears North 8° 06' 03" East; thence from said **Point of Beginning**, westerly along said northerly 120-foot-wide right of way line of Imhoff Drive (11200 OR 144) and the arc of said non-tangent curve, having a radius of 1060.00 feet, through a central angle of 0° 27' 29", an arc length of 8.47 feet to a point on a non-tangent line, a radial to said point bears North 7° 38' 34" East; thence leaving said northerly right of way line of Imhoff Drive (11200 OR 144) North 21° 07' 06" East, 680.49 feet; thence North 21° 30' 14" East, 250.00 feet; thence North 02° 01' 10" East, 15.33 feet; thence North 33° 44' 18" West, 887.52 feet; thence North 33° 43' 56" West, 542.90 feet; thence North 34° 43' 23" West, 300.10 feet; thence North 32° 45' 45" West, 181.94 feet; thence North 33° 44' 18" West, 375.00 feet; thence North 34° 35' 35" West, 466.36 feet; thence North 31° 57' 58" west, 325.00 feet to a point on a non-tangent curve, concave to the northeast, a radial to said point bears South 60° 37' 54" West; thence northwesterly

along the arc said non-tangent curve, having a radius of 4,728.35 feet, through a central angle of $9^{\circ} 05' 17''$, an arc length of 750.00 feet to a point on a non-tangent line; thence North $20^{\circ} 47' 28''$ West, 150.00 feet to a point on a non-tangent curve, concave to the northeast, a radial to said point bears South $71^{\circ} 19' 36''$ West; thence northwesterly along the arc of said non-tangent curve, having a radius of 4,809.50 feet, through a central angle of $3^{\circ} 08' 39''$, an arc length of 263.93 feet to a point on a non-tangent line; thence North $6^{\circ} 25' 59''$ East, 25.56 feet to a point on the westerly right of way line of Walnut Creek Channel as described in the grant deed to CCCFC & WCD recorded July 27, 1964, in Book 4668 of Official Records at Page 170 (4668 OR 170), Contra Costa County Records, also being a point on a non-tangent curve, concave to the northeast, a radial to said point bears South $74^{\circ} 45' 14''$ West; thence southeasterly along said westerly right of way line of Walnut Creek Channel (4668 OR 170) and the arc of said non-tangent curve, having a radius of 4,800.00 feet, through a central angle of $0^{\circ} 50' 31''$, an arc length of 70.54 feet to a point on the southwesterly corner of said Walnut Creek Channel parcel (4668 OR 170); thence along the southeasterly line of said CCCFC & WCD parcel (4668 OR 170) North $33^{\circ} 05' 31''$ East, 17.20 feet to a point on the northeasterly line of said CCCSD parcel (6165 OR 448), also being the southwesterly right of way line of Walnut Creek Channel, and also being a point on a non-tangent curve, concave to the northeast, a radial to said point bears South $74^{\circ} 02' 47''$ West; thence southeasterly along said northeasterly line of CCCSD parcel (6165 OR 448) and the arc of said non-tangent curve, having a radius of 4,787.00 feet, through a central angle of $17^{\circ} 47' 05''$, an arc length of 1,485.89 feet to a point on a tangent line; thence continuing along said northeasterly line of CCCSD parcel (6165 OR 448) South $33^{\circ} 44' 18''$ East, 2,346.92 feet (the bearing of South $33^{\circ} 44' 18''$ East being taken for the purpose of this description per the Control Network on that certain Record of Survey RS 4031, filed December 26, 2019, in Book 159 of Licensed Surveyors' Maps at Page 14, Contra Costa County Records) to a point on the southerly line of said CCCSD parcel (6165 OR 448), said point also being the northerly terminus of the northeasterly line of Flood Control Parcel No. 520 as described in said CCCSD grant deed (6313 OR 16); thence along the northeasterly and southeasterly lines of said CCCSD parcel (6313 OR 16), also being the southwesterly right of way line of said Walnut Creek Channel, the following two (2) courses:

- 1) South $33^{\circ} 44' 18''$ East, 369.11 feet, for a total distance of 2,716.03 feet, to the most easterly corner of said CCCSD parcel (6313 OR 16), and
- 2) South $12^{\circ} 05' 06''$ West, 18.13 feet, to the southwesterly terminus of the southeasterly line of said CCCSD parcel (6313 OR 16), also being a point on said westerly right of way line of Grayson Creek Channel (6308 OR 660);

thence leaving said southeasterly line of CCCSD parcel (6313 OR 16), also leaving the southwesterly right of way line of said Walnut Creek Channel, along said westerly right of way line of Grayson Creek Channel (6308 OR 660) the following three (3) courses:

- 1) South $12^{\circ} 05' 06''$ West, 61.75 feet, for a total distance of 79.88 feet,
- 2) South $21^{\circ} 30' 14''$ West, 757.91 feet, and
- 3) South $21^{\circ} 51' 16''$ West, 112.12 feet to the **Point of Beginning**.

Reserving therefrom a non-exclusive easement for ingress and egress, the right to access and maintain existing utility lines and appurtenances, and the right to construct and maintain fencing for security purposes.

Containing an area of 66,680.21 square feet (1.53 acres) of land, more or less.
Bearings are based on the California Coordinate System of 1983 (CCS83), Zone III.

End of Description

Exhibit "B" (Drawing No. FA-20190) 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

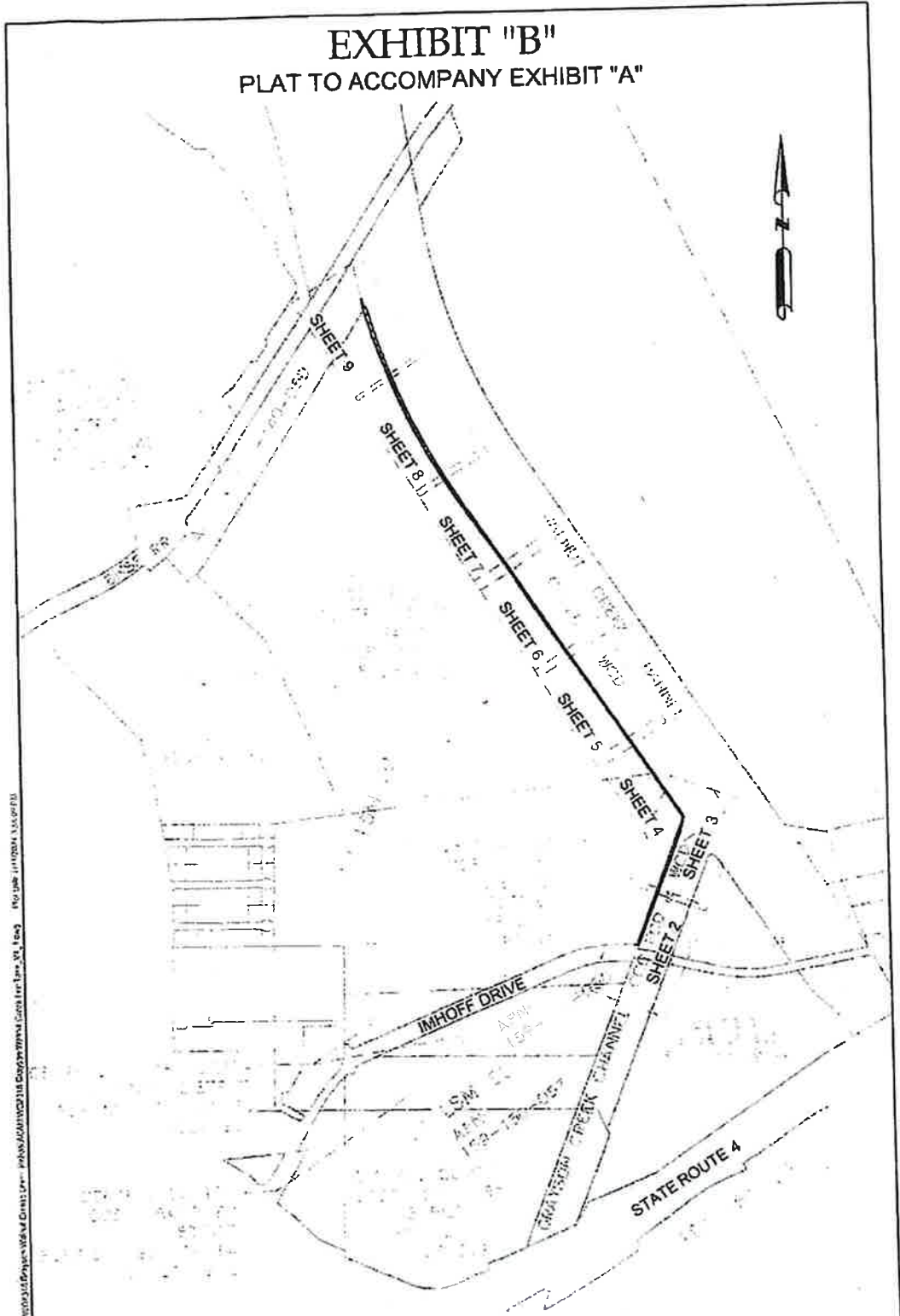
Licensed Land Surveyor
Contra Costa County Public Works Department



Date: November 21, 2024

EXHIBIT "B"

PLAT TO ACCOMPANY EXHIBIT "A"



Unincorporated Contra Costa County, California

GRAYSON-WALNUT CREEK

FEE PARCEL

Instr _____ Recorded _____

Series # _____

Contra Costa County
Flood Control & Water
Conservation District

255 Glacier Drive, Martinez, CA 94553

SCALE: 1" = 800'

DATE: 06/28/2024

DRAWN BY: AM

DRAWING NO.
FA-20190

CHECKED BY: DMT

CAD FILE: W08348 Grayson-Walnut Creek Fee Take_V4_1.dwg

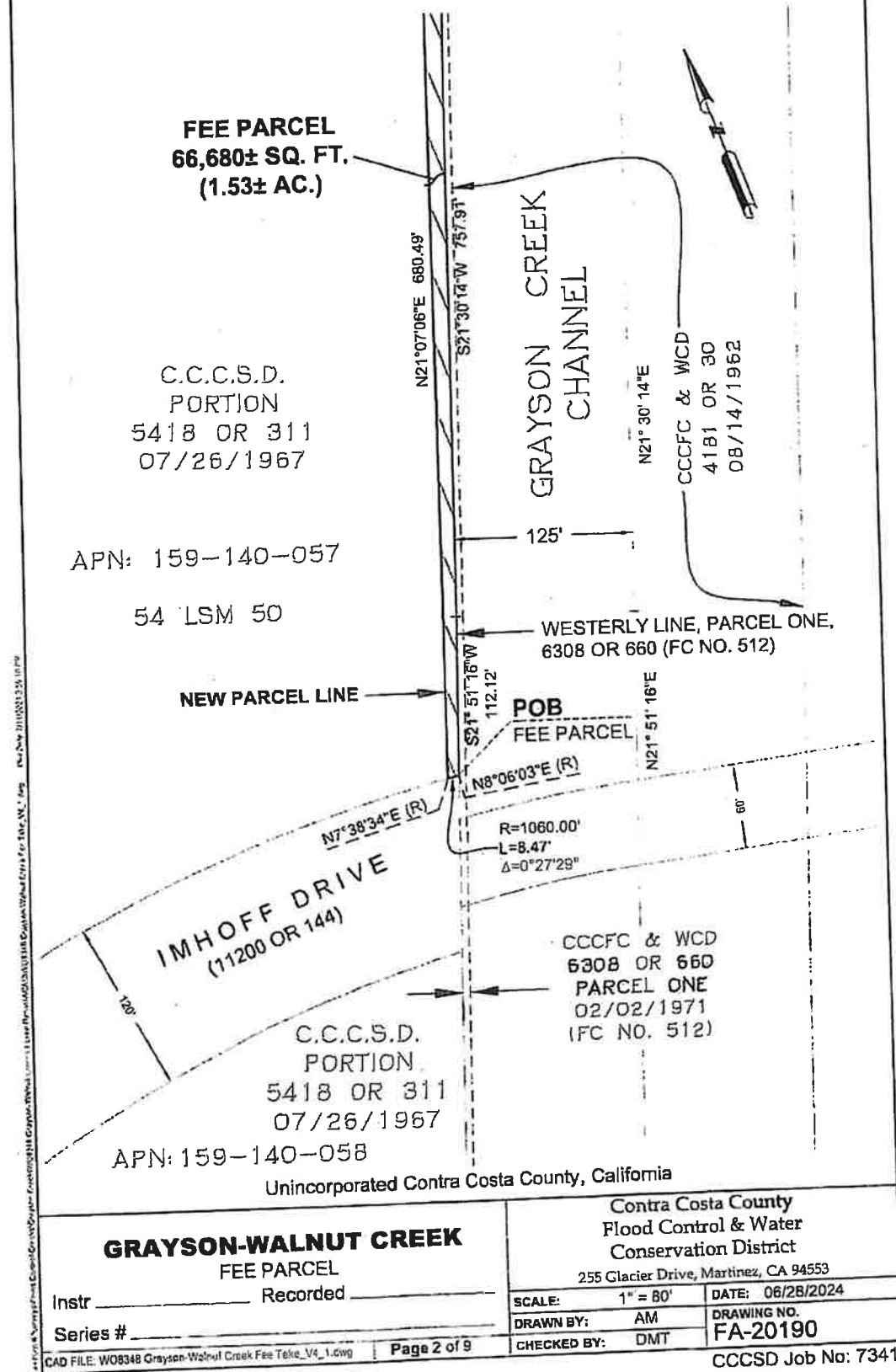
Page 1 of 9

CCCSD Job No: 7341
Parcel 1

EXHIBIT "B"

PLAT TO ACCOMPANY EXHIBIT "A"

SEE SHEET 3



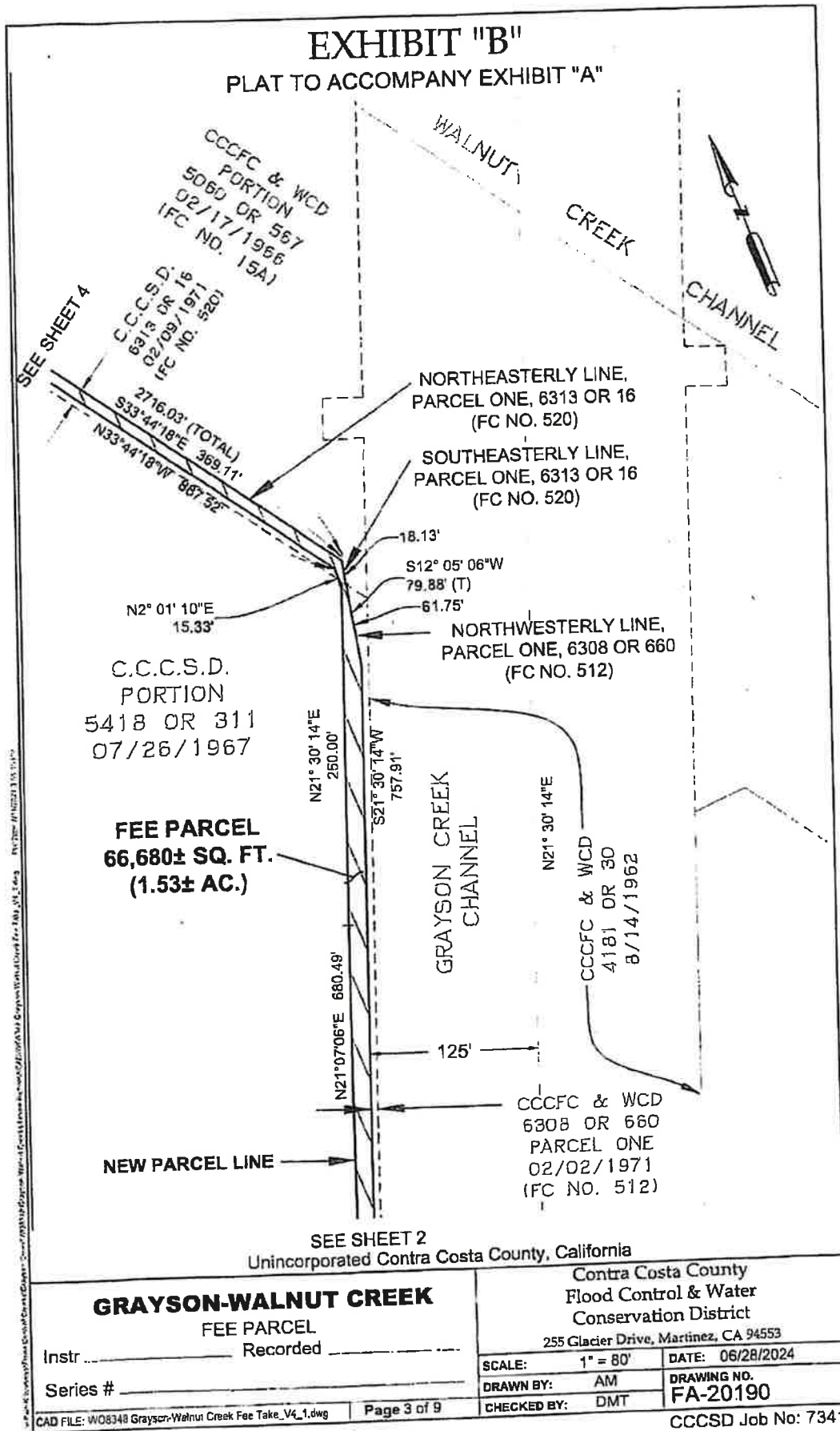


EXHIBIT "B"

PLAT TO ACCOMPANY EXHIBIT "A"
SEE SHEET 5



C.C.C.S.D.
6165 OR 448
07/07/1970

54 LSM 50

APN: 159-140-057

C.C.C.S.D.
6313 OR 16
02/09/1971
(FC NO. 520)

NEW PARCEL LINE

C.C.C.S.D.
5418 OR 311
07/26/1967

**FEE PARCEL
66,680± SQ. FT.
(1.53± AC.)**

CCCFC & WCD
6308 OR 660
PARCEL ONE
02/02/1971
(FC NO. 512)

N2° 01' 10"E
15.33'

N21° 30' 14"E
250.00'

SEE SHEET 3

Unincorporated Contra Costa County, California

GRAYSON-WALNUT CREEK

FEE PARCEL

Instr _____ Recorded _____

Series #

CAD FILE: WO8348 Grayson-Walnut Creek Fee Take_V4_1.dwg

Page 4 of 9

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

255 Glacier Drive, Martinez, CA 94553

SCALE: 1" = 80'

DATE: 06/28/2024

DRAWN BY: AM

DRAWING NO.
FA-20190

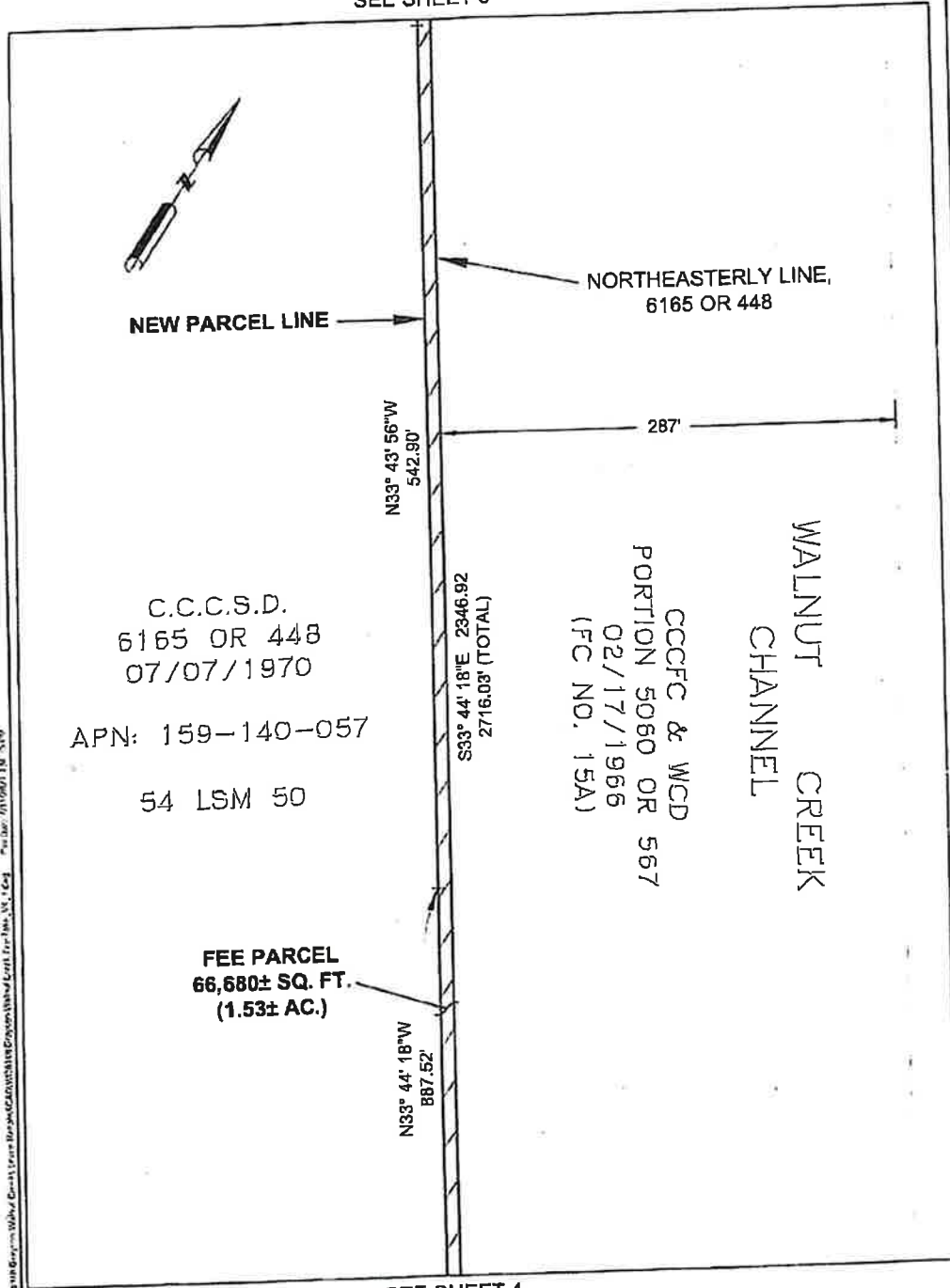
CHECKED BY: DMT

CCCSD Job No: 7341
Parcel 1

EXHIBIT "B"

PLAT TO ACCOMPANY EXHIBIT "A"

SEE SHEET 6



C.C.C.S.D.
6165 OR 448
07/07/1970
APN: 159-140-057
54 LSM 50

FEE PARCEL
66,680± SQ. FT.
(1.53± AC.)

SEE SHEET 4

Unincorporated Contra Costa County, California

GRAYSON-WALNUT CREEK

FEE PARCEL

Instr _____ Recorded _____

Series # _____

Contra Costa County
Flood Control & Water
Conservation District

255 Glacier Drive, Martinez, CA 94553

SCALE: 1" = 80'

DATE: 06/28/2024

DRAWN BY: AM

DRAWING NO.

CHECKED BY: DMT

FA-20190

CAD FILE: W06348 Grayson-Walnut Creek Fee Take_V4_1.dwg

Page 5 of 9

CCCSD Job No: 7341
Parcel 1

EXHIBIT "B"

PLAT TO ACCOMPANY EXHIBIT "A"

SEE SHEET 7



C.C.C.S.D.
6165 OR 448
07/07/1970
APN: 159-140-057

54 LSM 50

NEW PARCEL LINE

FEE PARCEL
66,680± SQ. FT.
(1.53± AC.)

N33° 44' 18"W
375.00'

N32° 45' 45"W
181.94'

N34° 43' 23"W
300.10'

N33° 43' 56"W
542.90'

533° 44' 18"E 2346.92
(TOTAL) 2716.03' (TOTAL)

287'

WALNUT CREEK
CHANNEL

CCCFC & WCD
PORTION 5060 OR 567
(FC NO. 15A)
02/17/1966

NORTHEASTERLY LINE,
6165 OR 448

SEE SHEET 5

Unincorporated Contra Costa County, California

GRAYSON-WALNUT CREEK

FEE PARCEL

Instr _____ Recorded _____

Series # _____

Contra Costa County
Flood Control & Water
Conservation District

255 Glacier Drive, Martinez, CA 94553

SCALE: 1" = 80' DATE: 06/28/2024

DRAWN BY: AM DRAWING NO. FA-20190

CHECKED BY: DMT

CAD FILE: W08348 Grayson-Walnut Creek Fee Take_V4_1.dwg Page 6 of 9

CCCSD Job No: 7341
Parcel 1

EXHIBIT "B"

PLAT TO ACCOMPANY EXHIBIT "A"

SEE SHEET 8



NEW PARCEL LINE

C.C.C.S.D.
6165 OR 448
07/07/1970

APN: 159-140-057

54 LSM 50

FEE PARCEL
66,680± SQ. FT.
(1.53± AC.)

N31° 57' 58"W
325.00'

N34° 35' 35"W
466.36'

N33° 44' 18"W
375.00'

L= 1485.89'
Δ= 17° 47' 05"
R= 4787.00'

S56° 15' 42"W (R)

S33° 44' 18"E 2346.92'
2716.03' (TOTAL)

NORTHEASTERLY LINE,
6165 OR 448

WALNUT CREEK
CHANNEL

CCCFC & WCD
PORTION 5060 OR 567
(FC NO. 15A)

287'

SEE SHEET 6

Unincorporated Contra Costa County, California

GRAYSON-WALNUT CREEK
FEE PARCEL

Instr _____ Recorded _____

Series # _____

Contra Costa County
Flood Control & Water
Conservation District

255 Glacier Drive, Martinez, CA 94553

SCALE: 1" = 80'

DRAWN BY: AM

CHECKED BY: DMT

DATE: 06/28/2024

DRAWING NO.

FA-20190

CAD FILE: W08348 Grayson-Walnut Creek Fee Take_V4_1.dwg

Page 7 of 9

CCCSD Job No: 7341
Parcel 1

EXHIBIT "B"

PLAT TO ACCOMPANY EXHIBIT "A"

SEE SHEET 9

C.C.C.S.D.
6165 OR 448
07/07/1970

APN: 159-140-057

54 LSM 50

FEE PARCEL
66,680± SQ. FT.
(1.53± AC.)

R=4728.35' Δ=9°05'17" L=750.00'
R=4787.00' Δ=17°47'05" L=1485.89'

WALNUT CREEK CHANNEL

CCCFC & WCD
PORTION 5060 OR 567
02/17/1966
(FC NO. 15A)

S 60°37'54" W (R)

NORTHEASTERLY LINE,
6165 OR 448

NEW PARCEL LINE

287'

N31° 57' 58" W
325.00'

SEE SHEET 7

Unincorporated Contra Costa County, California

GRAYSON-WALNUT CREEK
FEE PARCEL

Instr _____ Recorded _____
Series # _____

Contra Costa County
Flood Control & Water
Conservation District

255 Glacier Drive, Martinez, CA 94553

SCALE:	1" = 80'	DATE:	06/28/2024
DRAWN BY:	AM	DRAWING NO.	FA-20190
CHECKED BY:	DMT		

CAD FILE: W08348 Grayson-Walnut Creek Fee Take_V4_1.dwg | Page 8 of 9

CCCSD Job No: 7341
Parcel 1

EXHIBIT "B"

PLAT TO ACCOMPANY EXHIBIT "A"

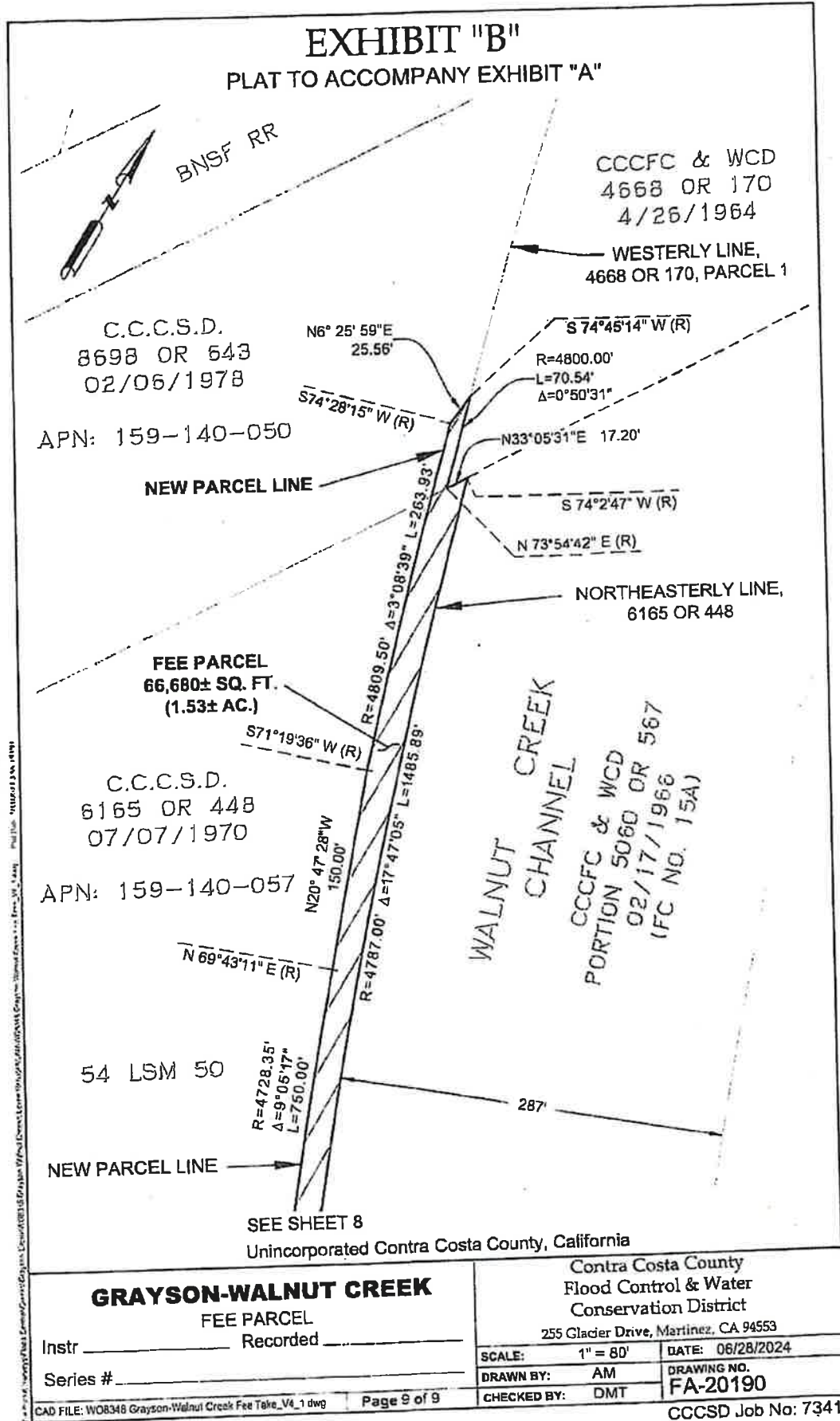


EXHIBIT "B"

Recorded at the request of
Central Contra Costa Sanitary
District

After recording return and Mail Tax
Statements to:
Central Contra Costa Sanitary
District
5019 Imhoff Place
Martinez, CA 94553
Attn: Real Property Group

**EXEMPT FROM RECORDING FEES PURSUANT TO GOV'T. CODE SECTION 27383 AND
DOCUMENTARY TRANSFER TAX PURSUANT TO REVENUE AND TAXATION CODE
SECTION 11922.**

Portions of Old Imhoff Drive (Road 3887F)

GRANT DEED AND RESERVATION OF EASEMENT

For value received, receipt of which is hereby acknowledged, Contra Costa County, a political subdivision of the State of California ("**Grantor**") grants to:

Central Contra Costa Sanitary District, a special district organized under the laws of the State of California:

the following described real property located in County of Contra Costa, State of California ("**Property**"):

**AS DESCRIBED IN EXHIBIT A ATTACHED HERETO AND SHOWN ON EXHIBIT B
ATTACHED HERETO AND MADE A PART HEREOF,**

reserving therefrom in favor of Grantor and the Contra Costa Flood Control and Water Conservation District, a flood control district organized under the laws of the State of California ("**FCD**"), their respective successors and assigns, in perpetuity, a non-public easement over and across the Property at the location shown on Exhibit B for purposes of vehicular use by Grantor and FCD, and their respective employees, agents and contractors, to access FCD's property along Grayson Creek; such vehicular access by Grantor and FCD shall be strictly limited to the location shown on Exhibit B.

Date _____

GRANTOR:

Contra Costa County, a political subdivision of
the state of California

By: _____
Name: Candance Andersen
Title: Chair, Board of Supervisors

CCCSD Job No. 7341
CCCSD Parcels 3 & 4

Vacation & Quitclaim
Portions of Old Imhoff Drive
Road No. 3887F
From CCCo. to CCCSD
Adjoining APN 159-150-057
Drawing No. A3887F-2025

EXHIBIT "A"

Real property situate in an unincorporated area of the County of Contra Costa, State of California, being portions of the Rancho Las Juntas, described as follows:

Being portions of Parcel 1 described in Relinquishment No. 22189 to the County of Contra Costa, recorded September 04, 1963, in Book 4443 of Official Records at Page 252, Contra Costa County Records (4443 OR 252), more particularly described as follows:

PARCEL 1-1

Beginning at a point on the northerly line of said Parcel 1 (4443 OR 252), said point being the most northerly corner of Parcel 4 described in Resolution No. 99/437, "Vacation of a Portion of Imhoff Drive and Imhoff Place", adopted September 14, 1999, by the Board of Supervisors of Contra Costa County, and recorded November 04, 1999, in Document No. 1999-0293387 of Official Records, Contra Costa County Records (1999-0293387); thence from said **Point of Beginning**, leaving said northerly line of said Parcel 1 (4443 OR 252), along the northwesterly line of said Parcel 4 (1999-0293387), South 23° 58' 36" West, 51.00 feet to the most westerly corner of said Parcel 4 (1999-0293387), being a point on the southerly line of said Parcel 1 (4443 OR 252); thence leaving said northwesterly line of said Parcel 4 (1999-0293387), along said southerly line of said Parcel 1 (4443 OR 252) the following three (3) courses:

- (1) along a line parallel with and distant 51.00 feet southerly from said northerly line of said Parcel 1 (4443 OR 252), North 66° 01' 24" West, 368.69 feet to the beginning of a tangent curve, concave to the northeast,
- (2) leaving said parallel line, northwesterly along the arc of said tangent curve, having a radius of 609.00 feet, through a central angle of 24° 08' 32", an arc length of 256.61 feet, and
- (3) along a tangent line, North 41° 52' 52" West, 537.86 feet to a point on the northerly line of Parcel No. 19284 described in that certain Grant Deed to the State of California, recorded March 18, 1959, in Book 3338 of Official Records at Page 53, Contra Costa County Records (3338 OR 53);

thence leaving said southerly line of said Parcel 1 (4443 OR 252), along said northerly line of said Parcel No. 19284 (3338 OR 53), North 85° 45' 00" East, 66.71 feet to the most northerly corner of said Parcel No. 19284 (3338 OR 53), being a point on said northerly line of said Parcel 1 (4443 OR 252); thence leaving said northerly line of Parcel No. 19284 (3338 OR 53), along said northerly line of said Parcel 1 (4443 OR 252) the following four (4) courses:

- (1) South 31° 26' 34" East, 7.26 feet,
- (2) South 41° 51' 05" East, 506.77 feet to a point on a non-tangent curve, concave to the northeast, a radial bearing to said point bears South 46° 23' 45" West, concentric with said curve having a radius of 609.00 feet,
- (3) southeasterly along the arc of said non-tangent curve, having a radius of 558.00 feet, through a central angle of 22° 25' 09", an arc length of 218.34 feet, and
- (4) along a tangent line, South 66° 01' 24" East, 368.69 feet to the **Point of Beginning**.

Containing an area of 57,973 square feet (1.331 acres) of land, more or less.

PARCEL 1-2

Commencing at a point on the northerly line of said Parcel 1 (4443 OR 252), said point being the most northerly corner of Parcel 4 described in Resolution No. 99/437, "Vacation of a Portion of Imhoff Drive and Imhoff Place", adopted September 14, 1999, by the Board of Supervisors of Contra Costa County, and recorded November 04, 1999, in Document No. 1999-0293387 of Official Records, Contra Costa County Records (1999-0293387); thence from said **Point of Commencement**, along said northerly line of said Parcel 1 (4443 OR 252), along the northerly line of said Parcel 4 (1999-0293387), South 66° 01' 24" East, 348.20 feet to the most easterly corner of said Parcel 4 (1999-0293387) and the **Point of Beginning**; thence from said **Point of Beginning**, leaving said northerly line of said Parcel 4 (1999-0293387), continuing along said northerly line of said Parcel 1 (4443 OR 252), the following three (3) courses:

- (1) South 66° 01' 24" East, 172.44 feet to the beginning of a tangent curve, concave to the north,
- (2) southeasterly, easterly, and northeasterly along the arc of said tangent curve, having a radius of 323.92 feet, through a central angle of 43° 26' 23", an arc length of 245.59 feet, and
- (3) North 70° 32' 13" East, 290.42 feet to the most northeasterly corner of said Parcel 1 (4443 OR 252);

thence leaving said northerly line of said Parcel 1 (4443 OR 252), along the easterly line of said Parcel 1 (4443 OR 252), South 19° 27' 47" East, 38.86 feet to a point on the northerly line of Parcel No. 63153-1 described in that certain Quitclaim Deed from Contra Costa County to the State of California, Department of Transportation, recorded May 22, 2018, in Document No. 2018-0080233 of Official Records, Contra Costa County Records (2018-0080233); thence leaving said easterly line of said Parcel 1 (4443 OR 252), along said northerly line of said Parcel No. 63153-1 (2018-0080233) the following four (4) courses:

- 1) South 70° 32' 37" West, 301.48 feet to the beginning of a tangent curve, concave to the north,
- 2) southwesterly, westerly, and northwesterly along the arc of said tangent curve, having a radius of 373.00 feet, through a central angle of 43° 23' 29", an arc length of 282.48 feet,
- 3) along a tangent line, North 66° 03' 54" West, 83.91 feet, and
- 4) South 23° 50' 52" West, 1.73 feet to a point on the southerly line of said Parcel 1 (4443 OR 252);

CCCSD Job No. 7341
CCCSD Parcels 3 & 4

thence leaving said northerly line of said Parcel No. 63153-1 (2018-0080233), along said southerly line of said Parcel 1 (4443 OR 252), along a line parallel with and distant 51.00 feet southerly from said northerly line of said Parcel 1 (4443 OR 252), North 66° 01' 24" West, 73.75 feet to the most southerly corner of said Parcel 4 (1999-0293387); thence leaving said southerly line of said Parcel 1 (4443 OR 252), leaving said parallel line, along the southeasterly line of said Parcel 4 (1999-0293387), North 23° 58' 36" East, 51.00 feet to the **Point of Beginning**.

Containing an area of 31,306 square feet (0.719 acres) of land, more or less.

Bearings are based on the California Coordinate System of 1927 (CCS27), Zone 3, per said Relinquishment No. 22189 (4443 OR 252). The above distances are grid distances; multiply said grid distances by 1.0000614 to obtain ground distances.

Reserving therefrom:

Pursuant to the provisions of Section 8340 of the Streets and Highways Code, the easement and right, at any time or from time to time, to construct, enlarge, maintain, operate, replace, remove, and renew those existing and in-place utilities, as of the date of recording this instrument, in, upon, over, and across any street, highway, or part thereof proposed to be vacated, including access to protect these works from all hazards in, upon, and over the areas herein before described to be vacated.

Also reserving therefrom:

A non-exclusive access easement for ingress and egress purposes only over the above-described Parcels 1-1 and 1-2.

Exhibit "B" (Drawing No. A3887F-2025) is attached hereto and by this reference made a part hereof.

END OF DESCRIPTION

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

Signature: _____

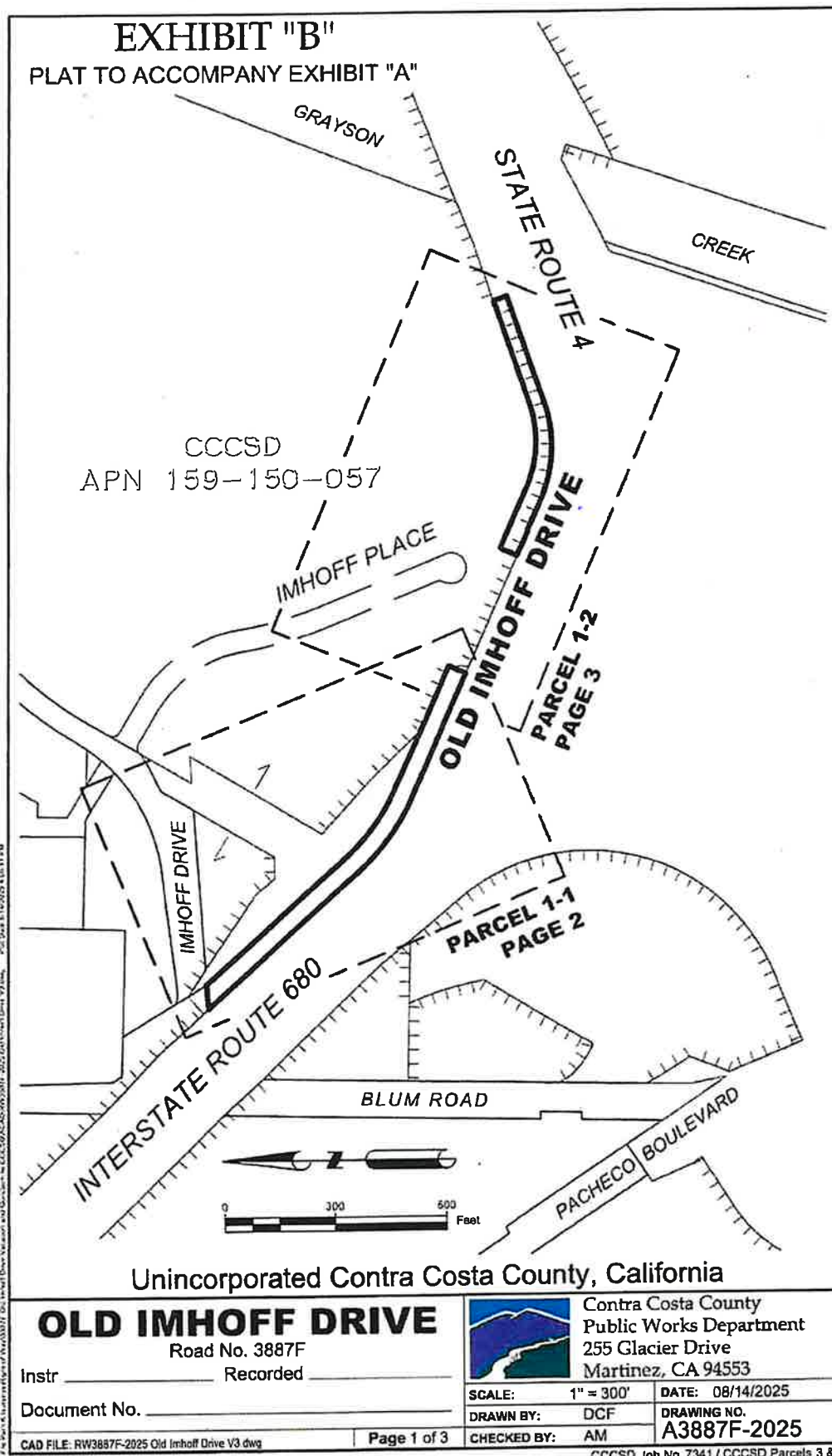
Alejandro Martinez

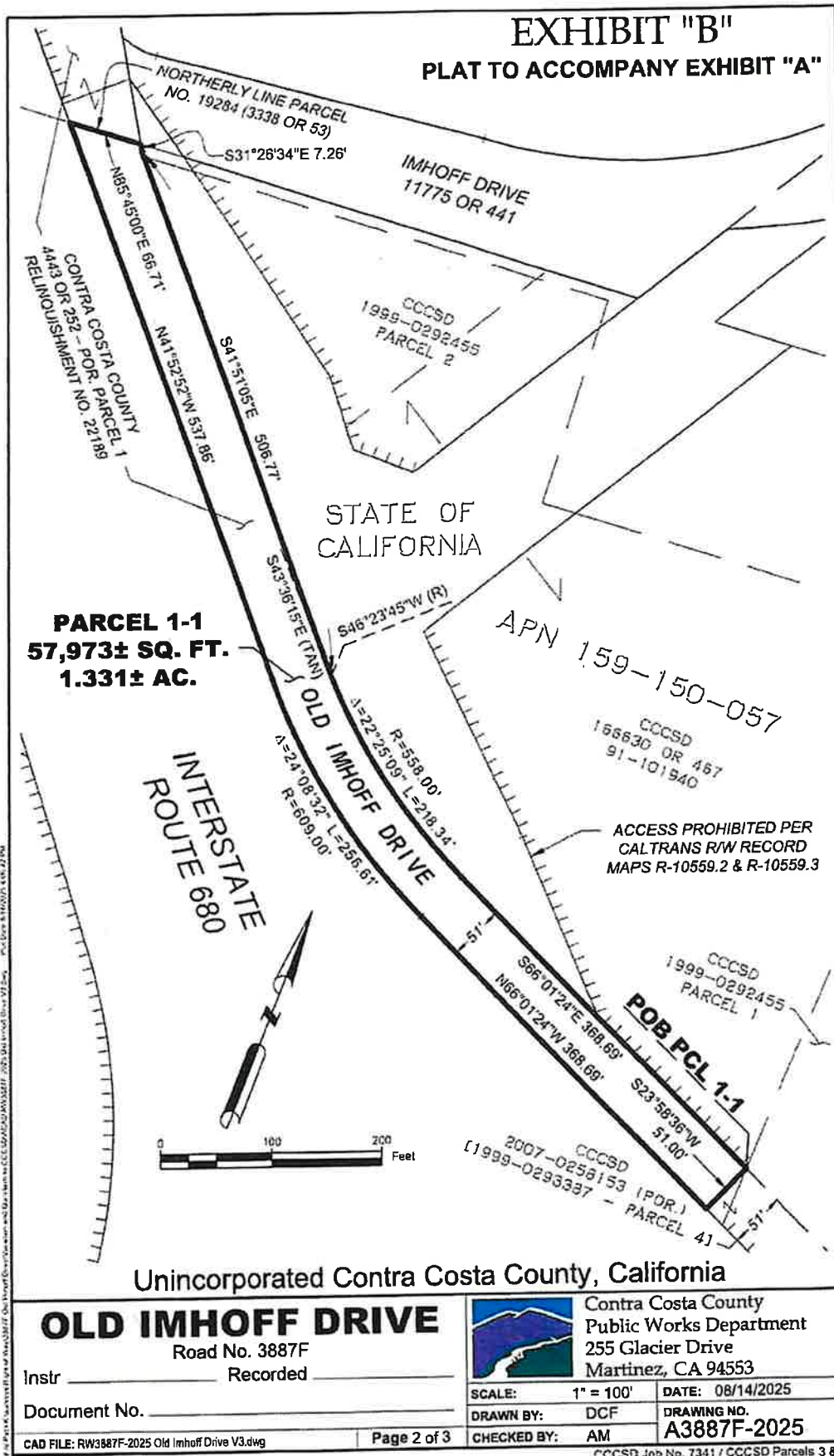
Licensed Land Surveyor
Contra Costa County Public Works Department

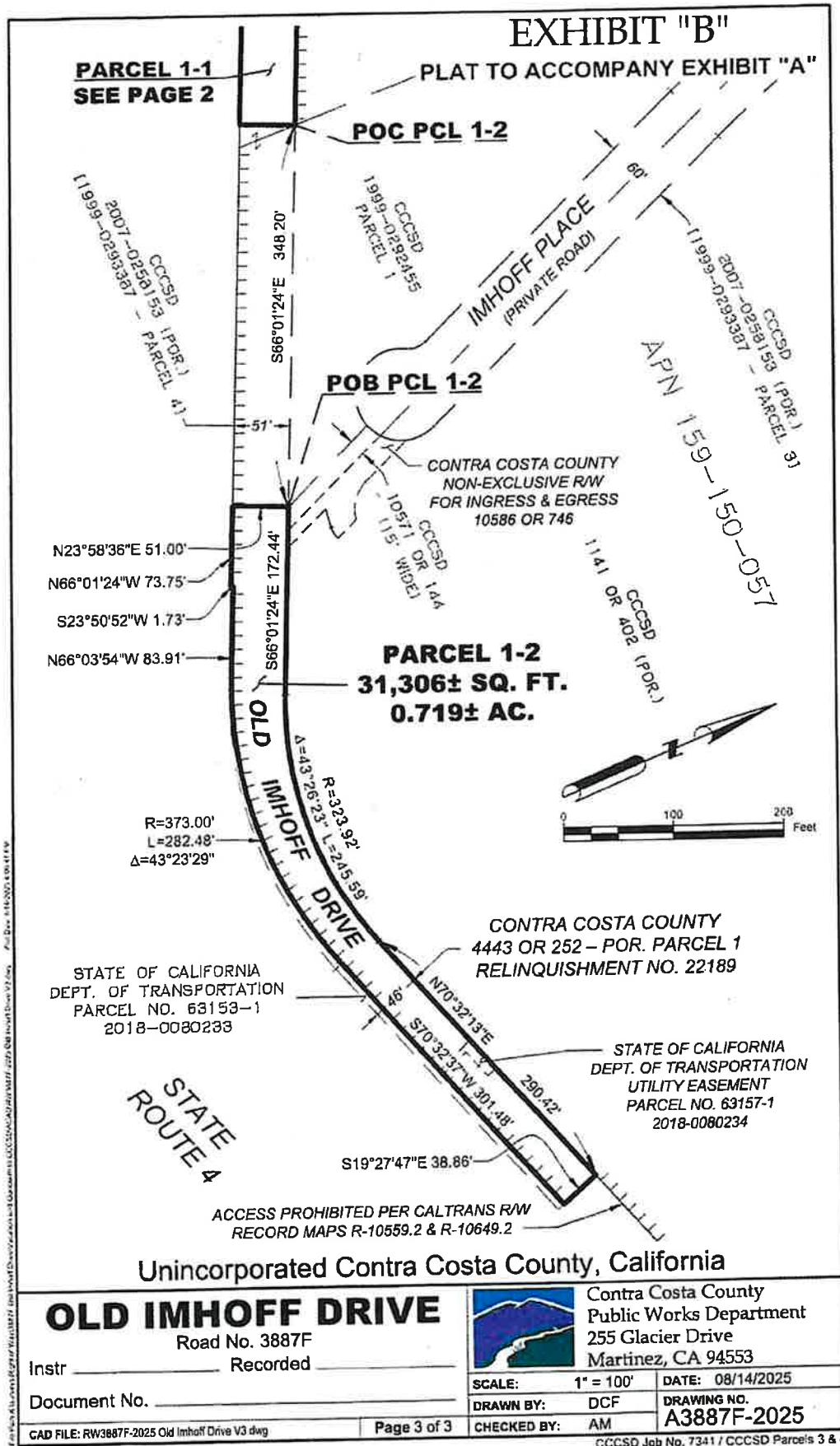
Date: _____

9/2/2025









RESOLUTION NO. 2025-007

A RESOLUTION OF THE CENTRAL CONTRA COSTA SANITARY DISTRICT
AUTHORIZING EXECUTION OF A THREE-PARTY AGREEMENT WITH CONTRA
COSTA COUNTY AND CONTRA COSTA COUNTY AND THE FLOOD CONTROL
AND CONSERVATION DISTRICT, AS RELATED TO THE GRAYSON
CREEK/WALNUT CREEK LEVEE REHABILITATION, DISTRICT PROJECT 7341,
MARTINEZ

WHEREAS, Central Contra Costa Sanitary District (Central San), Contra Costa County and Contra Costa County Flood Control and Water Conservation District have agreed to exchange property rights to accommodate the joint Grayson/Walnut Creek Levee Rehabilitation Project.


NOW THEREFORE BE IT RESOLVED by the Board of Directors of the Central Contra Costa Sanitary District as follows:

THAT Central San hereby authorizes execution of the Three-Party Execution Agreement; and

THAT the General Manager is hereby authorized to execute said document.

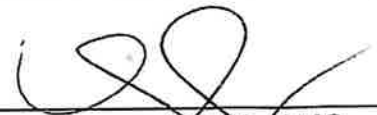
PASSED AND ADOPTED this 5th day of June 2025 by the Board of Directors of Central San by the following vote:

AYES:	Members:	Hockett, Kuznik, Pilecki, Wedington, McGill
NOES:	Members:	None
ABSENT:	Members:	None



Michael McGill
President of the Board of Directors
Central Contra Costa Sanitary District
County of Contra Costa, State of California


COUNTERSIGNED:



Katie Young, CRMC, CMC
Secretary of the District
Central Contra Costa Sanitary District
County of Contra Costa, State of California

Central Contra Costa Sanitary District
Resolution No. 2025-007
Page 2 of 2


Approved as to form:



J. Leah Castella, Esq.
Counsel for the District

I, Katie Young, Secretary of the
Central Contra Costa Sanitary District,
of the County of Contra Costa, State
of California, do hereby certify that the
foregoing is a full, true, and correct
copy of **Resolution No. 2025-007**
passed and adopted by said District
Board on June 5, 2025.

Dated: June 5, 2025



Katie Young
Secretary of the District



CONTRA COSTA COUNTY

1025 ESCOBAR STREET
MARTINEZ, CA 94553

Legislation Details (With Text)

File #: 25-4426 **Version:** 1 **Name:**

Type: Consent Item **Status:** Passed

File created: 9/29/2025 **In control:** BOARD OF SUPERVISORS

On agenda: 10/21/2025 **Final action:** 10/21/2025

Title: Acting as the governing body of the Contra Costa County Flood Control and Water Conservation District, APPROVE and AUTHORIZE the conveyance of approximately two acres of the County's Old-Imhoff Road right-of-way to the Central Contra Costa Sanitary District, the Flood Control District's acceptance of approximately 1.53 acres of property, and an approximately 0.52 acre flood control easement from Central San, and the execution of a real property exchange agreement among the County, Flood Control District, and Central San, in connection with the Flood Control District's Grayson and Walnut Creek Levee Improvements, as recommended by the Chief Engineer and Public Works Director, Martinez area. (50% Central Contra Costa Sanitary District Funds, 50% Flood Control District Zone 3B Funds)

Attachments: 1. Grant Deed and Reservation of Easement Portions of Old Imhoff Drive, 2. Grant Deed and Reservation of Easement 159-140-050, 159-140-057, 3. Grant of Easement 159-140-058, 159-150-057, 4. Grant of Easement 159-150-057, 5. Real Property Exchange Agreement

Date	Ver.	Action By	Action	Result	Tally
10/21/2025	1	BOARD OF SUPERVISORS			

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: APPROVE exchange property rights among the County, Flood Control District, and Central Contra Costa Sanitary District, Martinez area

☒ Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

As governing body of Contra Costa County and the Contra Costa County Flood Control and Water Conservation District, APPROVE and AUTHORIZE the Public Works Director and Chief Engineer to execute, on behalf of the County and the Flood Control District, a real property exchange agreement (Agreement) requiring:

- (a) the County's conveyance, to Central Contra Costa Sanitary District (Central San) of approximately 2.0 acres of County's Old-Imhoff Road right of way within Road No. 3887F and adjoining Assessor's Parcel No. 159-150-057, subject to reservation of an access easement for the County and Flood Control District, (County Conveyance)
- (b) the Flood Control District's acceptance from Central San of approximately 1.53 acres of property within Assessor's Parcel Nos. 159-140-050 and 159-140-057, subject to reservation of a utility and fencing easement for Central San, (Central San Conveyance)
- (c) the Flood Control District's acceptance from Central San of an approximately 0.52-acre flood control and drainage easement within Assessor's Parcel Nos. 159-140-058 and 159-150-057 (Grant of Easement)

All in connection with the Flood Control District's Grayson and Walnut Creek Levee Improvements (Project), as recommended by the Chief Engineer and Public Works Director, Martinez area. 50% Central Contra Costa

Sanitary District Funds, 50% Flood Control District Zone 3B Funds (Project No. 7520-6B8315 (CP# 21-03)

AUTHORIZE the Chief Engineer and Public Works Director to execute the Agreement on behalf of the Flood Control District and the County.

AUTHORIZE the Chair, Board of Supervisors, to execute, on behalf of the County, the grant deed for the County Conveyance.

ACCEPT, on behalf of the Flood Control District, the grant deed for the Central San Conveyance and the Grant of Easement.

DIRECT the Real Estate Division of the Public Works Department to cause the grant deeds for the County Conveyance and the Central San Conveyance, the Grant of Easement, Central San's acceptance of the County conveyance, and a certified copy of this staff report and board order to be recorded in the Official Records of the Contra Costa County Clerk-Recorder.

AUTHORIZE the Real Estate Division of the Public Works Department to pay any recording fees charged for the recording of the aforementioned documents.

FISCAL IMPACT:

50% Central Contra Costa Sanitary District Funds, 50% Flood Control District Zone 3B Funds.

BACKGROUND:

The Flood Control District, in partnership with Central San, is pursuing the Project at CCCSD Treatment Plant located in Martinez, Contra Costa County, for the purpose of improving flood protection. The CCCSD Treatment Plant is a critical piece of regional infrastructure, and, due to its proximity to Grayson and Walnut Creeks, it is vulnerable to flooding.

The Project requires the District to acquire fee, permanent easements (Property Interests) in the Property. In exchange, the County will transfer portions of Old Imhoff Road to CCCSD, reserving an access easement for County and The Flood Control District purposes. In relation, CCCSD will grant an access easement over portions of Old Imhoff Road currently owned in fee by CCCSD.

District and County staff recommend that the Board approve execution of the Agreement and Grant Deed and Reservation of Easement so that Project construction can proceed as planned.

CONSEQUENCE OF NEGATIVE ACTION:

The District will not have the necessary rights to construct the Project according to plans, specifications, and construction timelines.