



Agenda Date: 10/28/2014

Agenda Item: 3.2

## STAFF REPORT


**Date:** Tuesday, October 28, 2014

**To:** Bryan Montgomery, City Manager

**From:** Kevin Rohani, Public Works Director/City Engineer

**Subject:** Acceptance of Grapevine Lane Offers of Dedication Associated with Subdivisions 8760, 7662, 8734 and Parcel Map 32 PM 48 between Rose Avenue and O'Hara Avenue

Approved and Forwarded to City Council:

  
Bryan H. Montgomery, City Manager

### Background and Analysis

On September 23, 1993, the County approved a vesting tentative map for Subdivision 7681, a 39-lot single-family subdivision east of O'Hara Avenue and north of Carpenter Road. On November 22, 1999 the City Council approved Resolution 52-99 that extended the life of the tentative map to September 23, 2004, subject to conditions. On September 13, 2004 the City Council adopted Resolution 96-04 approving the final map for the project and the associated Subdivision Improvement Agreement for the project.

On October 14, 2008, a Relocation Agreement (Agreement) was executed between the United States Bureau of Reclamation (USBR), the Contra Costa Water District, the City of Oakley, and Discovery Builders, Inc., Albert D. Seeno Construction Co., and West Coast Home Builders, Inc. (collectively the Developer) which allowed for the Developer to relocate certain irrigation laterals that ran through easements on several lots contained within Subdivision 7681. The Agreement also requires the laterals to be:

- Relocated to locations owned by the Developer
- Developer to dedicate the new locations to the City
- City accepts such dedications as part of the City's street system
- City then grants to USBR the easements to the relocated laterals

Three of the proposed dedications are contained within future streets that were dedicated by the Developer to the City, associated with the recordation of three subdivision maps:

- Subdivision 8760 Stonewood Unit 1B
- Subdivision 7662 Stonewood Unit 1A
- Subdivision 8734 Stonewood Unit 2A
- Parcel Map 32 PM 48

During Staff's review of the documents, it was determined that the Grapevine Lane offer of dedication associated Parcel Map 32 PM 48 was rejected and terminated by the recordation of the Subdivision 8734 final map. Pursuant to Section 66477.2(a) of the Subdivision Map Act, the City Council may rescind its action and accept the offer of dedication by resolution.

The Developer has requested that the City accept all four of these offers of dedication so that the Developer can move forward with the preparation of the grant of easement to USBR by the City, and so that the Developer can finally proceed with the relocation of the laterals. Once the relocations are completed, the Developer will be able to move forward when they are ready with the construction the subdivisions and new homes.

Under the Subdivision Improvement Agreements associated with the three subdivisions, the Developer is required to construct the three parts of the future Grapevine Lane as part of the construction of the three subdivisions. The part of Grapevine Lane dedicated by Parcel Map 32 PM 48 will be constructed at some later date when the property is developed.

The relocation of the laterals will permit the affected lots in Subdivision 7681 to have the pipelines removed from their properties and for the existing easements to be removed as well. The relocation will also permit the three affected subdivisions to move forward with construction when the Developer is ready to begin.

#### **Fiscal Impact**

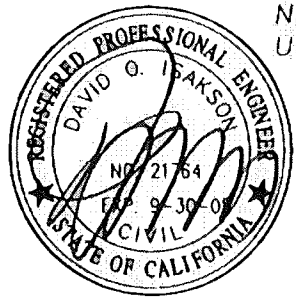
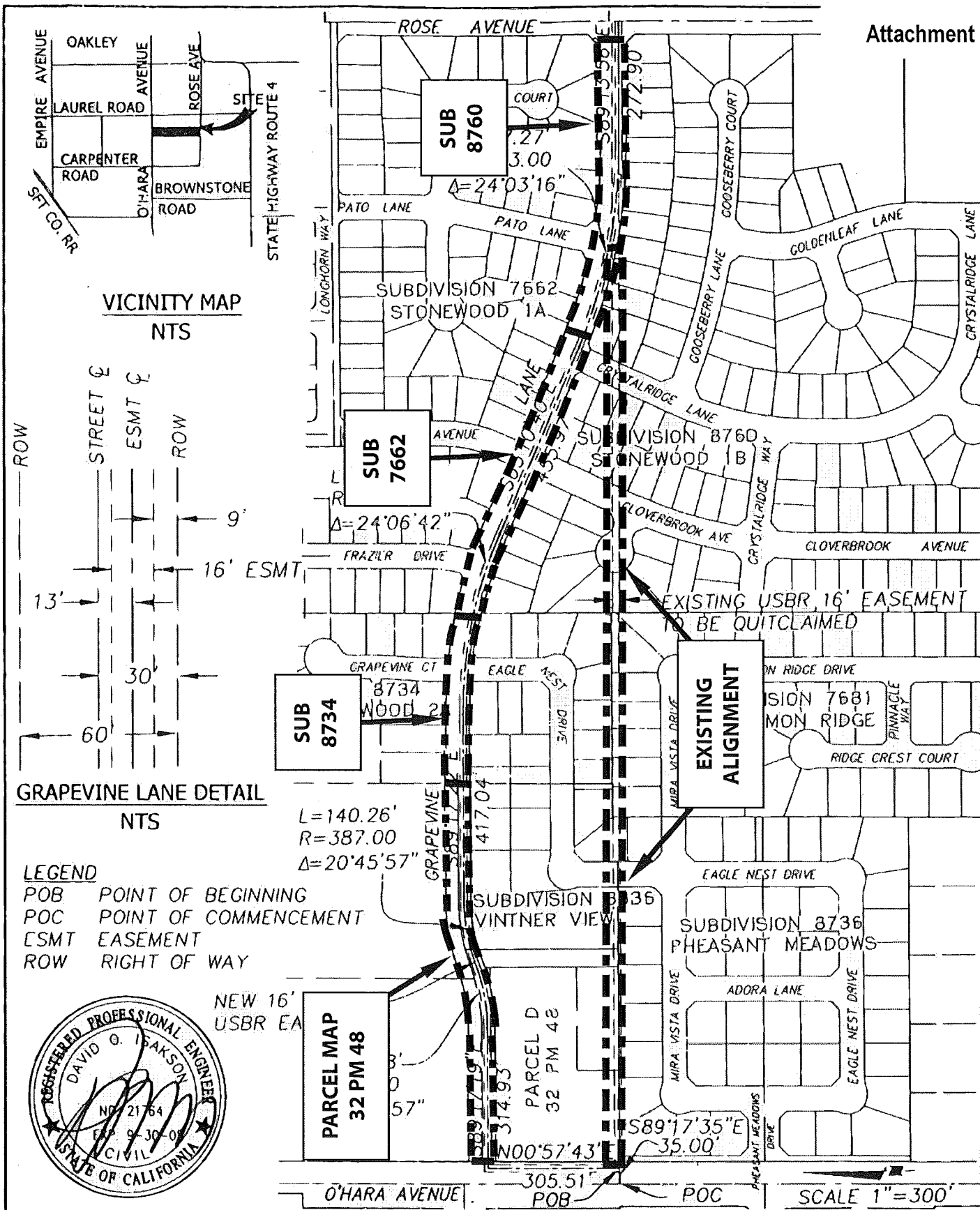
Approval of the resolution will have no fiscal impact, as the Developer is responsible for preparation of all documents and for construction of the three street segments with their subdivision construction projects.

#### **Staff Recommendation**

Staff recommends that the City Council adopt the resolution approving the acceptance of the offers of dedication.

#### **Attachments**

- 1) Exhibit showing existing and proposed alignments
- 2) Fully Executed Relocation Agreement
- 3) Resolution



**ISAKSON & ASSOCIATES INC.**

2255 YGNACIO VALLEY ROAD, SUITE C WALNUT CREEK, CA. 94598-3349  
 PHONE (925) 937-9333 FAX (925) 937-7926

<b>EXHIBIT "B"</b> <b>USBR EASEMENT</b>	CHECKED BY: DOI	DRAWN BY: BJL	JOB NO. 200443
	SCALE: 1"=300'	DATE: 08/15/06	SHEET 1 OF 1

Please return a certified copy  
of recorded document to:  
U.S. Bureau of Reclamation  
2800 Cottage Way  
Sacramento CA 95825

DOCUMENTARY TRANSFER TAX: None  
This conveyance is exempt from any  
documentary transfer tax per California  
Revenue and Taxation Code Section 11922.

*Central Valley Project  
Contra Costa Water District  
County of Contra Costa  
Contract 06-LC-20-9323  
Units 7.1-14, 7.1-15, and 7.1-16  
Page 1 of 8*

**UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
SOUTH-CENTRAL CALIFORNIA AREA OFFICE**

CONTRA COSTA WATER DISTRICT DISTRIBUTION SYSTEM  
CENTRAL VALLEY PROJECT, CALIFORNIA

RELOCATION AGREEMENT  
for  
CONVEYANCE AND RELOCATION  
OF LATERAL 7.1 UNITS 7.1-14, 7.1-15 and 7.1-16 OF THE SAN LUIS DIVISION,  
LATERAL DISTRIBUTION SYSTEM

1. THIS AGREEMENT, made this 14<sup>th</sup> day of October, 2007<sup>8</sup>, pursuant to the Act of June 17, 1902, (32 Stat. 388) and acts amendatory thereof and supplementary thereto, and Section 14 of the Reclamation Act of August 4, 1939, (53 Stat. 1187), all of which acts are commonly referred to as the Federal Reclamation laws, among the UNITED STATES OF AMERICA, hereinafter the United States, represented by the officer executing this Agreement, his duly appointed successor, or his authorized representative, hereinafter referred to as the Contracting Officer; the City of Oakley, hereinafter the City; Discovery Builders, Inc., Albert D. Seeno Construction Co., and West Coast Home Builders, Inc. hereinafter the Developers, and the Contra Costa Water District, a water district organized and existing under and by virtue of the laws of the State of California, hereinafter the District.

WITNESSETH, THAT:

2. WHEREAS, the Developers have acquired certain lands within Section 36, Township 2 North, Range 2 East, Mount Diablo Base and Meridian, situated in the County of Contra Costa, State of California, on which housing developments are contemplated and which are subject to perpetual easements held by the United States for Lateral 7.1, Unit 7.1-14 by contract 14-06-200-1973 dated April 23, 1953; Unit 7.1-15 (under unnumbered contract dated January 29, 1953) and Unit 7.1-16 (under contract 14-06-200-733 dated May 4, 1953) of the Contra Costa Distribution System, San Luis Division, Central Valley Project, hereinafter referred to as Units 7.1-14, 7.1-15 and 7.1-16 of Lateral 7.1; and

**DUPLICATE ORIGINAL**

3. WHEREAS, the Developers, in connection with said housing developments, desire that the section of Units 7.1-14, 7.1-15, and 7.1-16 of Lateral 7.1 from Station 108+65.5 to Station 134+50.80, be conveyed by the United States and relocated to a new location owned by the Developers; and

4. WHEREAS, the Developers plan to relocate Units 7.1-14, 7.1-15, and 7.1-16 of Lateral 7.1 to a new location in section 36 and dedicate said new location to the City and the City plans to accept such dedication from the Developers and include the new location as part of the City's street system in said section 36; and

5. WHEREAS, the City then plans to grant to the United States by separate instrument a permanent easement to the relocated lateral in said Section 36, Township 2 North, Range 2 East, Mount Diablo Base and Meridian; and

6. WHEREAS, the conveyance and relocation of this section of Lateral 7.1 will not interfere with the operation and maintenance of the Units 7.1-14, 7.1-15 and 7.1-16 of Lateral 7.1 by the United States or the District, it is in the mutual interest of the United States, the District and the Developers to effect a relocation of the above-described section of said lateral.

**NOW THEREFORE**, in consideration of the covenants and agreements herein contained, it is mutually agreed as follows:

7. **Relocation.** The Developers will, subject to the terms and conditions of this Agreement, and without cost to the United States or the District, relocate that section of Lateral 7.1, as shown on the map in *Exhibit A* currently located in Section 36, Township 2 North, Range 2 East, Mount Diablo Base and Meridian, County of Contra Costa, State of California and more particularly described as .27 acres of Tract 1 & 2 in Contract and Grant of Easement 14-06-200-1973 dated April 23, 1953 from Joe Luiz; .20 acres of Tract 1 in Contract and Grant of Easement dated January 29, 1953 (no contract number) from Arthur H. Honegger and Myra H. Honegger; and .50 acres of Tract 1 in Contract and Grant of Easement, 14-06-200-733 dated May 4, 1953 all of which are the original perpetual easement contracts and are attached at *Exhibit A-1*, to a location on the property owned by Developers and to be dedicated to the City and accepted by the City as part of the street system within Section 36, Township 2 North, Range 2 East, Mount Diablo Base and Meridian, County of Contra Costa, State of California, as shown on the map in *Exhibit B*, and more particularly described in *Exhibit B-1*. Said *Exhibits A, A-1, B, and B-1*, are attached hereto and made a part hereof.

8. **Expenses.** The Developers shall perform all work in connection with the relocation of said facility at its sole cost and expense.

9. **Grant of Easement.** The City covenants and agrees to grant to the United States by separate instrument a permanent easement to lay out, construct, reconstruct, inspect, operate, repair, and maintain an underground lateral, together with all necessary appurtenances, supports, fixtures, facilities, and devices, used or useful in the operation of said lateral through, over, under, and across the lands of the City as shown on the map in *Exhibit B* and described on *Exhibit B-1*. The parties agree that the terms and conditions of the proposed easement will be substantially similar to the terms and conditions set forth in the draft easement shown in *Exhibit C*, and shall contain the following additional provisions:

a. If the United States or District requires subsequent relocation of the new lateral, the District agrees to either relocate the lateral at its own expense or reimburse the City for the costs of the relocation, including the cost of restoring the roadway. If the City requires subsequent relocation of the new lateral, then City will reimburse the District or the United States for the costs of relocation. The United States shall not incur any cost for such relocation.

b. If a leak occurs in the new lateral or other damage is caused by a defect in the new lateral which damages the City's roadway, the District shall reimburse the City the costs of repairing the roadway.

c. If the roadway damages the new lateral, the City will reimburse the District or United States for the costs of repair or relocation, if necessary.

**10. Operation, Maintenance, and Repair.** The District agrees to operate, maintain, and repair as necessary that portion of the relocated Lateral 7.1 and related facilities, at the District's sole cost and expense. To the extent provided in the easement, the District shall be responsible for any damage to the property or facilities owned by the City as a result of the operation, maintenance, and repair of the Lateral and related facilities by the District.

**11. Clear Title.** At such time that the City grants such permanent easement to the United States, it shall confirm that the title to the easement premises described in *Exhibits B and B-1* are vested in the City, subject only to the interests, liens, or encumbrances set forth in the Preliminary Title Report and accepted by the United States. The Developers shall procure and have recorded without cost to the City or the United States any and all assurances of title and affidavits which the City may be advised by the United States are necessary and proper to show that the City has sufficient title to grant the agreed upon easements free and clear of encumbrances.

**12. Title Insurance.** Prior to the conveyance by the United States of the easement described in *Exhibit A and A-1*, the Developers, at their sole cost and expense, shall provide a Commitment for Title Insurance from an approved title company on the **ALTA U.S. Policy - 9/28/91 form**. The Commitment shall cover the land described in *Exhibits B and B-1* showing title to easements vested in the name of the City, and naming the UNITED STATES OF AMERICA as the proposed insured and free and clear of any encumbrances not previously accepted by the United States.

**13. Final Title Insurance Policy.** Once this Agreement and the easements to be granted by the City to the United States have been fully executed, accepted, and recorded, the Developers shall, at its sole cost and expense, provide a final Title Insurance Policy to the United States on the **ALTA U.S. Policy - 9/28/91 form** and free and clear of any encumbrances not acceptable to the United States. This Policy shall be dated subsequent to the time and date this Agreement and the easements to be granted by the City to the United States are recorded, shall be in the amount of **TO BE DETERMINED**, and shall show the easements to be granted by the City to the United States vested in the name of the UNITED STATES OF AMERICA.

**14. Appraisal.** Given that the area of the easements to be conveyed by the City to the United States exceeds the area of the easement to be abandoned by the United States by Quitclaim of Easement in conformance with the terms of this Agreement, the requirement to establish the fair market value of the respective easements by a qualified appraiser is hereby waived. In accordance with this waiver, no

consideration is required to be paid by either the United States or the City for the value of the respective easements.

15. **Quitclaim.** Upon satisfactory completion by the Developers and City of terms 7 through 14 of this Agreement, and the payment by the Developers of an initial deposit of \$5,000 for administrative costs, receipt of which is hereby acknowledged, the recording with Contra Costa County of the aforesaid permanent easement, and the payment by the Developers of any administrative costs incurred by the United States in processing the conveyance and relocation of said section of Lateral 7.1 that exceed the \$5,000 initial deposit, the United States shall remise, release and forever quitclaim to the Developers, its successors, and assigns all of its right, title and interest in and to the easement and appurtenances thereto that will be conveyed as a result of the relocation; provided, however, that such quitclaim of easement shall not be provided to the Developers until the United States gives written notice to the City and Developers that the newly relocated section of Lateral 7.1 has been constructed to the satisfaction of the United States and the District.

16. **Construction.** The Developers shall construct the relocated section of Lateral 7.1 in accordance with plans and specifications received by the United States, titled "Lateral 7.1 Relocation @ Stonewood / Cinnamon Ridge", prepared by or under the direction of Scott Weddle, Principal Engineer for the District, dated April 2006, signed and stamped, which have been reviewed by the United States and District. *A set of final plans will be submitted by the Developers and a written acceptance from the United States must be obtained by the Developer prior to any on-site activity.* Any and all changes to project requirements in subsequent addendums, modifications, change orders, or items agreed to in construction meeting(s) except those which do not have the slightest potential to adversely affect United States facilities will be submitted to and accepted by the United States and District, and upon acceptance are hereby included and made a part hereof. Copies of all changes to project requirements will be provided to the Contracting Officer and District within five (5) days of their issuance by the Developers. The Contracting Officer and the District shall have the right to inspect the construction and materials involved with the relocation of said facility. The relocated section of Lateral 7.1 shall be constructed in a manner so as not to cause reduction in the flow of water through the facility at its presently designed capacity except at the scheduled time of connection of the relocated portion of Lateral 7.1 as referred to in paragraph 17 below. Upon completion, the relocated section of the facility shall be inspected by the Contracting Officer and the District or by their representatives and the Developers will be notified in writing of the approval or disapproval thereof. In case of disapproval, the Developers shall be advised of the corrective action required before the new facility will be approved. Upon approval of the completed facility, the ownership of said relocated facility shall vest in the United States.

17. **Water Flow.** The construction of the relocated facility shall be accomplished at such time and in a manner that will not at any time stop or impede the flow of water in the Units 7.1-14, 7.1-15 and 7.1-16 of Lateral 7.1 except at the scheduled time of connection of the relocated portion of Lateral 7.1. Timing and duration of the connection shall be subject to the approval of the Contracting Officer and the District or their representatives.

18. **Liability Insurance.** The Developers and/or its contractor, for the duration of contractors' activities, will maintain in force, policies of liability insurance, providing limits of not less than \$2,000,000 for each person/occurrence and \$5,000,000 aggregate for bodily injury or death, and not less than \$5,000,000 property damage. Said policies will name the United States and District as additional insureds (with the

ISO CG 2010 endorsement form or equivalent) and will provide that they will not be canceled or reduced in coverage without ten (10) days prior written notice to the United States. Prior to commencement of said construction, the Developers will cause to be delivered to the United States and District a copy of the certificate of insurance reflecting all essential coverage. The endorsement will reference the contract number of this Agreement in the description portion of the endorsement form.

**19. Cultural Resources.** The Developers shall immediately provide an oral notification to Reclamation's authorized official of the discovery of any and all antiquities or other objects of cultural, historic, or scientific interest on Reclamation lands. The Developers shall forward a written report of its findings to Reclamation's authorized official within forty-eight (48) hours. Objects under consideration include, but are not limited to, historic or prehistoric ruins, human remains, funerary objects, and artifacts discovered as a result of activities under this Agreement. The Developers shall immediately cease activity in the area of discovery, make a reasonable effort to protect such discovery, and wait for written approval from the authorized official before resuming the activity. Protective and mitigative measures specified by Reclamation's authorized official shall be the responsibility of the Developers.

**20. Hazardous Materials.**

a. The Developers agree to comply with the following contract provisions:

(1) The Developers may not allow contamination or pollution of Federal lands, waters, or facilities and shall take reasonable precautions to prevent such contamination or pollution by third parties. Substances causing contamination or pollution shall include but are not limited to hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, misused pesticides, pesticide containers or any other pollutants.

(2) The Developers shall comply with all applicable Federal, State, and local laws and regulations, and Reclamation policies and directives and standards, existing or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored or disposed of on or in Federal lands, waters, or facilities.

(3) "Hazardous material" means any substance, pollutant, or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq., and the regulations promulgated pursuant to that Act.

(4) Upon discovery of any event which may or does result in contamination or pollution of Federal lands, water, or facilities the Developers shall initiate any necessary emergency measures to protect health, safety, and the environment and shall report such discovery and full details of the actions taken to the Contracting Officer or designated representative of the United States. Reporting may be within a reasonable time period. A reasonable time period means within 24 hours of the time of discovery if it is an emergency or by the first working day if it is a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.

(5) Violation of any of the provisions of this Article, as determined by the Contracting Officer, may constitute grounds for immediate termination of this Agreement. Such violations require immediate corrective action by the Developers and shall make the Developers liable for the cost of full and



complete remediation and/or restoration of any Federal resources or facilities that are adversely affected as a result of the violation.

(6) The Developers agree to include the provision contained in paragraphs a. (1) through (5) of this Article in any subcontract or third party contracts it may enter into pursuant to this Agreement.

(7) Reclamation agrees to provide information necessary for the Agency, using reasonable diligence, to comply with the provisions of this Article.

b. The Contracting Officer or designated representative of the United States agrees to provide information necessary for the Developers, using reasonable diligence, to comply with the provision of this Article.

**21. Release of liability.** The Developers, on behalf of itself, its heirs, successors, and assigns, including, but not limited to, grantees or successors in interest of any of the conveyed land, hereby releases the United States and the District from any and all claims of any nature, known or unknown, arising out of the conveyance of the existing pipeline and appurtenances generally within the easement shown on *Exhibit A*, and more particularly described on *Exhibit A-1*.

**22. Indemnification and Hold Harmless.** The Developers hereby agree to indemnify and hold harmless the United States and the District and their employees, agents, and assigns from any loss or damage and from any liability on account of personal injury, property damage, or claims for personal injury, death, or claims for personal injury, death, or property damage, arising out of the Developer's activities under this Agreement.

**23. Damage Release.** The United States and the District shall not be liable for any damage to the facilities or equipment of the Developers or their assigns which may result from the construction or operation and maintenance of the United States or the District and their facilities appurtenant to the relocated Lateral 7.1, including damage to improvements which may occur as the result of seepage, flooding, or erosion from works constructed by the United States or the District.

**24. Conflicts of Interest.** Developers warrant that no person or agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial agencies maintained by the Developers for the purpose of securing business. For breach of violation of this warranty, the Government shall have the right to annul this Agreement without liability or at its discretion require the Developers to pay the full amount of such commission, percentage, brokerage, or contingent fee.

**25. Nondiscrimination on the Basis of Race, Color, or National Origin.**

The Developers agree as follows:

a. To comply with Title VI (Section 601) of the Civil Rights Act of July 2, 1964 (78 Stat. 241), which provides that, "No person in the United States shall, on the ground 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 receiving Federal financial assistance,” and to be bound by the regulations of the Department of the Interior for the effectuation thereof, as set forth in 43 CFR § 17.

b. To obligate its subcontractors, subgrantees, transferees, successors in interest, or any other participants receiving Federal financial assistance hereunder, to comply with the requirements of this provision.

**26. Nondiscrimination on the Basis of Disability.**

The Developers hereby agree as follows:

a. To comply with Section 504 of the Rehabilitation Act of 1973, Public Law 93-112, as amended, which is designed to eliminate discrimination on the basis of disability in any program or activity receiving Federal financial assistance.

b. To obligate its subcontractors, subgrantees, transferees, successors in interest, or any other participants receiving Federal financial assistance hereunder, to comply with the requirements of this provision.

**27. Nondiscrimination on the Basis of Age.**

The Developers hereby agree as follows:

a. To comply with the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101, et seq., and the general age discrimination regulations at 45 CFR § 90, which are designed to prohibit discrimination on the basis of age in programs and activities receiving Federal financial assistance, as set forth in 43 CFR § 17.

b. To obligate its subcontractors, subgrantees, transferees, successors in interest, or any other participants receiving Federal financial assistance hereunder, to comply with the requirements of this provision.

**28. Termination.** This Agreement will terminate upon satisfactory completion by all parties of obligations stated herein; and recordation of the quitclaim of easement and grants of easement referred to herein; EXCEPT for Articles 10, 20, 21, 22, and 23 will survive termination and continue in full force in perpetuity.

**29. General Provisions.**

a. This Agreement may not be assigned in whole or in part to any other party without the signed, written consent of all parties hereto.

b. No provision of this Agreement may be modified, deleted or added to except by an amendment in writing signed by each party to this Agreement.

c. No Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon.

d. Each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this Agreement shall be deemed or determined by competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or of the of this Agreement as a whole.

e. The provisions of this Agreement shall apply to and bind the successors and assigns of the parties thereto and shall constitute covenants running with the land.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed the day and year first herein above written.

APPROVED AS TO LEGAL  
FORM AND SUFFICIENCY  
*Steve R. Baker*  
OFFICE OF REGIONAL SOLICITOR  
DEPARTMENT OF THE INTERIOR

THE UNITED STATES OF AMERICA

By: *Quinn J. Woodley*  
Regional Resources Manager  
Mid-Pacific Region

CITY OF OAKLEY  
By: *Bryan H. Montgomery*  
Bryan Montgomery  
Title: City Manager

DISCOVERY BUILDERS, INC.  
By: *Albert D. Seeno II*  
Albert D. Seeno II  
Title: President

ALBERT D. SEENO CONSTRUCTION CO  
By: *Albert D. Seeno, Jr.*  
Albert D. Seeno, Jr.  
Title: President

WEST COAST HOME BUILDERS, INC.  
By: *Albert D. Seeno, Jr.*  
Albert D. Seeno, Jr.  
Title: President

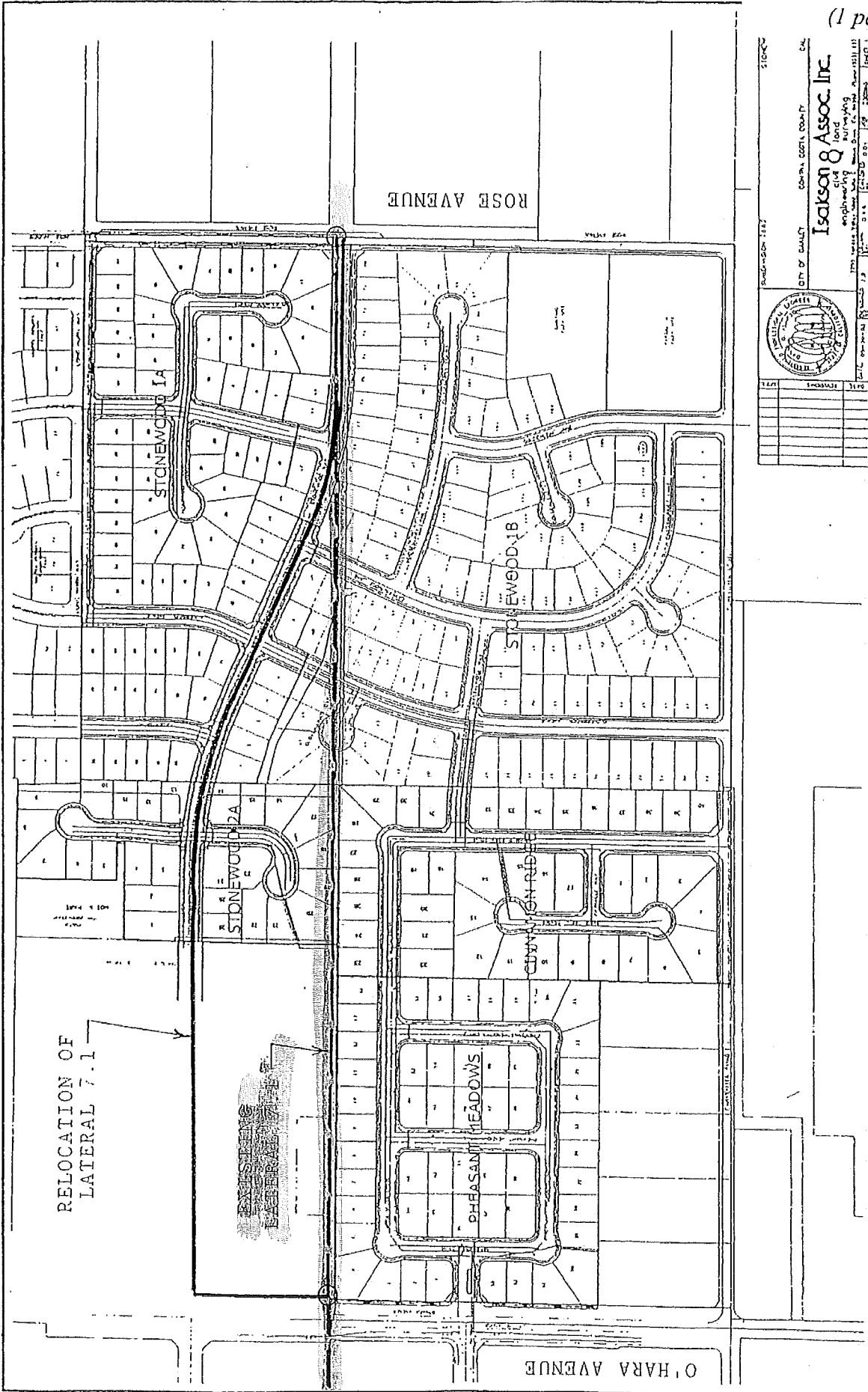
CONTRA COSTA WATER DISTRICT  
By: *Walter J. Bishop*  
Walter J. Bishop  
Title: General Manager

Approved as to Form:  
By: *Carl P. A. Nelson*  
District Legal Counsel

# EXHIBIT A

(1 page)

1A - TEMPORARY GAS MAIN EXHIBIT (AS-2003)



RELOCATION OF  
LATERAL 7.1

EXISTING  
EXHAUST  
LATERAL 7.1

ROSE AVENUE

O'HARA AVENUE

DATE	1/11/03
TIME	10:00 AM
BY	Isakson & Assoc. Inc.
FOR	City of Oakley
PROJECT	Isakson & Assoc. Inc.
SCALE	As Shown
DATE	1/11/03
TIME	10:00 AM
BY	Isakson & Assoc. Inc.
FOR	City of Oakley
PROJECT	Isakson & Assoc. Inc.
SCALE	As Shown

Isakson & Assoc. Inc.  
City of Oakley  
1700 West 10th Street, Suite 100  
Oakley, CA 94621  
Tel: 925-263-1100  
Fax: 925-263-1101

CITY OF OAKLEY  
CONTRA COSTA COUNTY  
CALIFORNIA

SEAL OF THE CITY OF OAKLEY  
OFFICE OF THE CITY CLERK  
CITY OF OAKLEY  
CONTRA COSTA COUNTY  
CALIFORNIA

R2-390 (Nov. 52)

157-2244 204

66850

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
CENTRAL VALLEY PROJECT, CALIFORNIA

ORIGINAL

Contra Costa  
Unit No. 7-1-14

ORIGINAL

Contract No.

CONTRACT AND GRANT OF EASEMENT

10-11-204 1973

THIS CONTRACT made this 23rd day of April, 1953  
pursuant to the Act of Congress approved June 17, 1902 (32 Stat., 308)  
and acts amendatory thereof or supplementary or applicable thereto, all  
of which acts are commonly known and referred to as the Reclamation Law,  
and particularly pursuant to the Act of Congress approved August 4, 1939  
(53 Stat., 1187), between THE UNITED STATES OF AMERICA, hereinafter  
styled the United States, and

JOE LUIZ

hereinafter styled the Vendor:

WITNESSETH the following grant and the following mutual covenants  
by and between the parties:

1. Vendor hereby grants unto the United States, its successors and  
assigns, the right, privilege and easement to enter upon, survey, travel  
along, construct, reconstruct, lay, re-lay, increase the size of, operate,  
maintain and remove at any time water pipe lines of not more than 22  
inches inside diameter, with all fixtures, devices and appurtenances  
used or useful in the operation of said pipe lines, and to remove objects  
interfering therewith, at any and all points within, through, over and  
across the following described land situate in the County of Contra Costa,  
State of California, to-wit:

Two tracts of land in the northwest quarter (NW<sup>1</sup>) of  
Section Thirty-six (36) in Township Two (2) North of Range  
Two (2) East of the Mount Diablo Meridian, being portions  
of the land described in the deed from Charles F. Dickinson,  
et ux.; to Joe Luiz, dated December 7, 1932, and recorded on  
December 15, 1932 in Volume 333 of Official Records at page  
360, Records of said Contra Costa County, containing an area  
of 0.27 acres, more or less, and described separately as  
follows:

Witnessed at: 10/11/204  
10/11/204

1112244 205

**TRACT ONE:** Beginning at a point on the westerly boundary of the northwest quarter (NW $\frac{1}{4}$ ) of said Section 36; said point is South 00° 13' West 1651.6 feet from the northwest corner of said Section 36; running thence from said point of beginning North 00° 13' East along said westerly boundary 7.7 feet; thence leaving said westerly boundary and running North 89° 43' East 18.5 feet to a point hereinafter referred to as Point "A"; thence continuing North 89° 43' East 18.0 feet; thence North 00° 17' West 17.0 feet; thence North 89° 43' East 16.0 feet; thence South 00° 17' East 17.0 feet; thence North 89° 43' East 18.0 feet; thence continuing North 89° 43' East 184.0 feet to a point on an easterly boundary of said land of Joe Luis; thence South 00° 13' West along said boundary 8.4 feet; thence continuing South 00° 13' West along said boundary 2.6 feet to a point on the southerly boundary of said land of Joe Luis; thence South 89° 43' West along said southerly boundary 254.5 feet to a point on the westerly boundary of said land of Joe Luis, which is the westerly boundary of said Section 36; said point is South 00° 13' West 3.3 feet from the point of beginning; thence North 00° 13' East along said westerly boundary 3.3 feet to the point of beginning, containing an area of 0.07 acre, more or less.

**TRACT TWO:** Beginning at the southeast corner of said land of Joe Luis; said point is South 38° 48' West 2124.3 feet from the north quarter (N $\frac{1}{4}$ ) corner of said Section 36; running thence from said point of beginning South 89° 43' West 778.8 feet along the southerly boundary of said land of Joe Luis to a point on a westerly boundary of said land of Joe Luis; thence North 00° 13' East along said westerly boundary 2.0 feet; thence continuing North 00° 13' East along said westerly boundary 9.0 feet; thence leaving said westerly boundary and running North 89° 43' East 774.8 feet; thence North 00° 28' East 11.0 feet; thence North 89° 43' East 4.0 feet to a point on the easterly boundary of said land of Joe Luis, said point being hereinafter referred to as Point "B"; said point is North 00° 28' East 25.0 feet from the point of beginning; thence South 00° 28' West along said easterly boundary 25.0 feet to the point of beginning, containing an area of 0.20 acre, more or less.

1a. Vendor also hereby grants unto the United States, its successors and assigns, the temporary right, privilege and easement to enter upon and use Tracts Three and Four, herein-after described, for the placing or piling thereon of earth, materials and machinery and for other purposes useful or necessary in connection with the construction of its pipe lines adjacent thereto. Said temporary right, privilege and eas-

same shall terminate not later than two years after the commencement of said construction, and upon completion of said construction or in any event prior to the end of said two-year period, the United States shall restore the said land, as nearly as may be practicable, to the condition in which it was prior to the commencement of the use thereof by the United States. Said Tracts Three and Four are in the northeast quarter (NE<sup>1</sup>/<sub>4</sub>) of said Section 36, are a portion of the land described in said deed to Joe Luiz, contain a combined area of 0.32 acre, more or less, and are described as follows:

**TRACT THREE:** Beginning at that point on the northerly boundary of said Tract One that was hereinbefore referred to as Point "A"; running thence from said point of beginning North 00° 17' West 35.0 feet; thence North 69° 43' East 32.0 feet; thence South 00° 17' East 35.0 feet to a point on the northerly boundary of said Tract One; thence South 69° 43' West along said northerly boundary 18.0 feet; thence North 00° 17' West 17.0 feet along an easterly boundary of said Tract One; thence South 69° 43' West 16.0 feet along a northerly boundary of said Tract One; thence South 00° 17' East 17.0 feet along a westerly boundary of said Tract One; thence South 69° 43' West 19.0 feet along the northerly boundary of said Tract One to the point of beginning, containing 0.04 acre, more or less.

**TRACT FOUR:** Beginning at the northeast corner of said Tract Two, said point being hereinbefore referred to as Point "B"; running thence from said point of beginning South 69° 43' West 4.0 feet along a northerly boundary of said Tract Two; thence South 00° 28' West 11.0 feet along a westerly boundary of said Tract Two; thence South 69° 43' West 774.8 feet along a northerly boundary of said Tract Two to the northwest corner of said Tract Two; thence North 00° 23' East 16.0 feet along the westerly boundary of said land of Joe Luiz; thence leaving said westerly boundary and running North 69° 43' East 778.9 feet to a point on the easterly boundary of said land of Joe Luiz; said point is North 00° 28' East 2.0 feet from the point of beginning; thence South 00° 28' West along said easterly boundary 2.0 feet to the point of beginning, containing an area of 0.28 acre, more or less.

1b. Said grants of easements shall be subject to reservations and leases of record, if any, of oil, gas and minerals in or under the lands hereinbefore described.

2244 207

1c. Said grants of easement are hereinafter collectively referred to as Grant of Easement.

2. Said pipe line or lines shall be so laid that wherever practicable not less than two feet of earth, measured from the outside of the pipe collar to the ground surface, shall cover said pipe line or lines, except that fixtures and appurtenances used or useful in the operation of said pipe line or lines may be at any distance either below or above ground surface. The surface of the ground over said pipe line or lines shall be restored by the United States to the condition in which it was prior to the construction of said pipe line or lines, as nearly as may be practicable. No fence nor permanent roadbed shall be constructed to follow along the route of said pipe line or lines, except upon express permission of Vendor, his successors or assigns.

3. Vendor reserves the right to cultivate, occupy and use said land for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the structures or equipment of the United States or the use thereof, except, however, that this reservation shall not include the right to, and the Vendor, his successors or assigns, shall not dig or drill a well or wells for any purpose whatsoever through the surface of said land, remove earth or other material from said land, except upon permission of the officer of the United States in charge of said pipe line or lines, or erect or maintain buildings or structures within the boundaries of said land. In case of permanent abandonment of said right of way, the title and interest herein granted shall end, cease, and determine. The United States shall use due care in the construction and maintenance of said pipe line or lines and appurtenances.



LEN 2244 MAR 208

4. The grant of easement herein contained is subject to existing rights of way for highways, roads, railroads, canals, laterals, ditches, other pipe lines, electrical transmission lines and telephone and telegraph lines covering any part of the above-described land.

5. As complete consideration for the above grant of easement, the United States agrees to pay to Vendor:

- (a) The amount of any damage to trees, seedlings, vines, crops, shrubbery, landscaping and improvements within or on said land caused by construction of said pipe line or lines, the amount of payment for said damage to be determined by an appraisal made by the United States Bureau of Reclamation.
- (b) The reasonable cost of the relocation of such irrigation and pipe line facilities located on said land which the United States shall determine shall be relocated by the Vendor. In lieu of the payment to Vendor of the cost of the relocation of said irrigation and pipe line facilities, the United States may, at its option and expense, relocate said irrigation and pipe line facilities; and the Vendor shall so accept said payment or relocation.

Any irrigation or pipe line facility to be relocated as herein provided shall be of quality and standard equivalent to that of the existing facility, and any such facility shall be relocated to such land of the Vendor adjoining that herein described as the parties hereto shall mutually determine to be reasonable and proper. The United States shall notify Vendor in writing as to the facilities that must be relocated, and in such notice shall inform Vendor as to the date when such relocation must be completed and of the reasonable cost of such relocation. Payment to Vendor for the cost of said relocation shall be made upon the completion of said relocation and shall be in an amount determined by the United States Bureau of Reclamation to be the reasonable cost thereof.

It is a condition precedent to any payments hereunder that any and all defects, interests, or encumbrances against the Vendor's title to said land that may not be acceptable to the United States, other than those specified in Article 4 hereof, shall be removed by or on behalf of the Vendor. The rights of the Vendor under this article shall not be assignable and shall not pass to any subsequent purchaser of the land or of any interest therein.

2244 203

6. It is understood and agreed that if the Secretary of the Interior determines that the title should be acquired by the United States by judicial procedure, either to procure a safe title or to obtain title more quickly or for any other reason, then the compensation to be claimed by the Vendor and the award to be made for said lands in said proceedings shall be upon the basis of the compensation hereinbefore provided.

7. Where the operations of this contract extend beyond the current fiscal year, it is understood that the contract is made contingent upon Congress making the necessary appropriation for expenditures thereunder after such current year has expired. In case such appropriation as may be necessary to carry out this contract is not made, the Vendor hereby releases the United States from all liability due to the failure of Congress to make such appropriation.

8. No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF, the parties have caused this contract to be executed the date hereinabove written.

THE UNITED STATES OF AMERICA

APPROVED as to Legality  
of this contract  
*[Signature]*  
ATTORNEY

By *[Signature]*  
Supervising Engineer

x *[Signature]*  
Vendor

Vendor

Vendor

*[Signature]*  
Witness

Vendor

R2-276 (5/52) Acknowledgment (individual)

2244 PAGE 210

STATE OF CALIFORNIA }  
County of Contra Costa } 58.

On this 23rd day of April, in the year 1953,  
before me J. F. Mendez, a Notary Public in and  
for the County and State aforesaid, personally appeared Joe Ruiz

known to me to be the person whose name is subscribed to the  
within instrument, and acknowledged that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official  
seal the day and year in this certificate first above written.

J. F. Mendez  
Notary Public

My commission expires:

February 25 1954

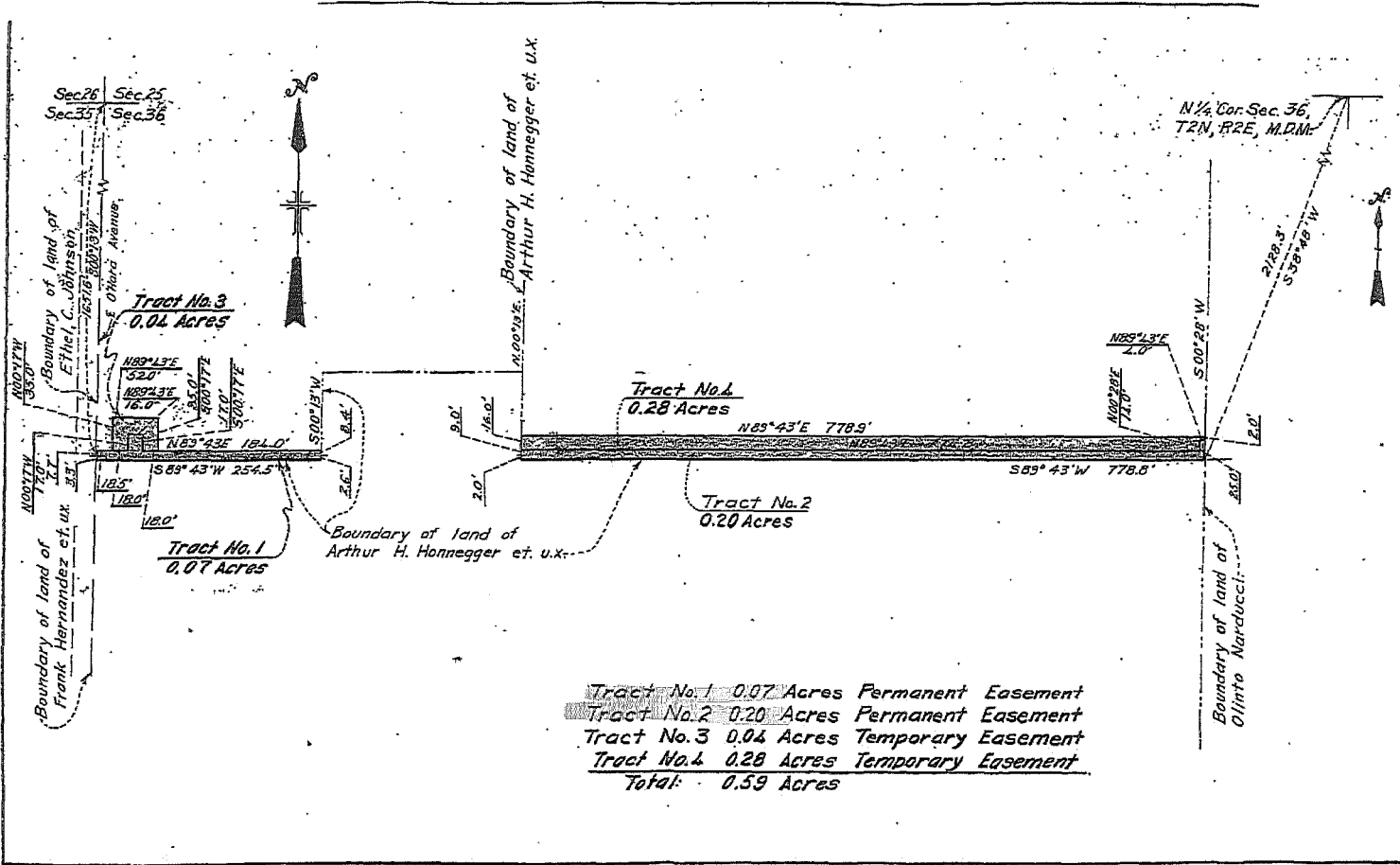
RECORDED AT REQUEST OF  
RICHMOND MARTINEZ  
TITLE COMPANY

APR 23 1953

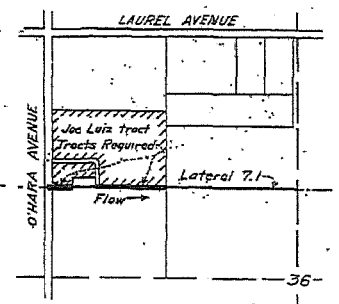
At 3:15 o'clock P.M.  
in Vol. \_\_\_\_\_ Page \_\_\_\_\_  
OFFICIAL RECORDS OF  
CONTRA COSTA COUNTY

Ralph Cunningham  
COUNTY RECORDER

FEE \$ 3.70



Tract No. 1 0.07 Acres Permanent Easement  
 Tract No. 2 0.20 Acres Permanent Easement  
 Tract No. 3 0.04 Acres Temporary Easement  
 Tract No. 4 0.28 Acres Temporary Easement  
 Total: 0.59 Acres



SCALE 1"=1000'  
 KEY MAP  
 T2N, R2E, M.D.M.

2244 / 204

Reference:  
 Vol. 333 O.R., Page 380, Records  
 of Contra Costa County.

SCALE 1"=100'

UNITED STATES DEPARTMENT OF THE INTERIOR  
 BUREAU OF RECLAMATION  
 CENTRAL VALLEY PROJECT - CALIFORNIA  
 CONTRA COSTA CANAL  
 CONTRA COSTA COUNTY WATER DISTRICT  
 LATERAL DISTRIBUTION SYSTEM  
 LATERAL 7.1 STA. 120+45.5 TO STA. 121+30.7  
 STA. 121+30.7 TO STA. 121+30.7  
 JOE LUTZ - R.O.W.

DRAWN: J.E.D. SUBMITTED: L. J. [Signature]  
 TRACKED: R.M.M. RECOMMENDED: [Signature]  
 CHECKED: P.L. APPROVED: [Signature]  
 TRACY, CALIFORNIA - SEPT. 6, 1952 1214-215-715

STATE CALIFORNIA COUNTY Contra Costa (013) CITY 05  
 PROJECT CENTRAL VALLEY DIVISION DELTA UNIT \_\_\_\_\_ DISTRICT CONTRA COSTA  
 INDEX NO. 97 UNIT NO. 7.1-14 PROJECT NO. 214 FEATURE Lateral  
 Water Dist.

SECTION	TWP.	R.	B. & M.	LOT	BLOCK	TRACT
<u>36</u>	<u>2N</u>	<u>2E</u>	<u>M. D.</u>			RANCHO

Engr. Dwg. No. 214-215-7150 Date Rev. 2-4-53  
108 + 65.5  
 Station 113 + 92.0 To Station 111 + 20.0  
121 + 30.7

LAND IN GOVERNMENT CONTROL				
DATE	Acquired or Disposed		Balance - Acres	
	LINE NO.	ACRES	FEE	EASEMENT
<u>4-23-53</u>	<u>6</u>	<u>0.3</u>		<u>0.3</u>

1. Acquired from: Joe Luiz  
 2. Address: Gen. Del.  
Oakley, California  
 3. Acres acquired: Total 0.27  
 Urban \_\_\_\_\_; Rural 0.27

0' Hara Ave

4. Acres in fee: \_\_\_\_\_  
 5. Acres in easement: Total 0.59  
 6. Acres in perpetual easement: 0.27  
 7. Acres in temporary easement: 0.32  
 8. Expiration date: 2 yrs after stand of const.  
 9. Acres in access easement: \_\_\_\_\_  
 10. Acres in flowage easement: \_\_\_\_\_

REMARKS  
 Total - 0.107 } P.E.  
 " 2 - 0.20 }  
 " 3 - 0.104 } T.E.  
 " 4 - 0.283 }  
0.59

ACQUISITION DATA

11. Contract No. 14-06-200-1973 Date: 4-23-53 REMARKS \_\_\_\_\_  
 12. Nature of Document: Contract & Grant of Easement  
 13. Date: \_\_\_\_\_ Recording date: 12-23-53  
 14. Recorded: Book \_\_\_\_\_, Volume 2244, Page 204  
 15. Rights to be issued to grantor: Yes \_\_\_\_\_ No

CONDEMNATION ACQUISITION

16. Declaration of Taking--Civil No. \_\_\_\_\_ REMARKS \_\_\_\_\_  
 17. Parcel No. \_\_\_\_\_ Suit name: \_\_\_\_\_  
 18. Filing date: \_\_\_\_\_ Final Judgment \_\_\_\_\_  
 19. Declaration of Taking -- Revestments \_\_\_\_\_  
 20. Amount paid to owner -- Judgment \$ \_\_\_\_\_  
 Negotiated \$ \_\_\_\_\_ On Deposit \$ \_\_\_\_\_  
 21. Appraisal by: C. M. Ackerman Total Appraisal \$ 250<sup>000</sup> Land only \$ \_\_\_\_\_  
 22. Amount paid to owner: Land \$ \_\_\_\_\_; Severance \$ \_\_\_\_\_; Improvements \$ \_\_\_\_\_  
 (Use as an appraisal in condemnation) Permanent easement \$ \_\_\_\_\_; Temporary easement \$ \_\_\_\_\_  
 23. Total amount paid to owner: \$ \_\_\_\_\_  
 24. Policy of Title Insurance: Company California Pacific Amount \$ 250<sup>00</sup> Order No. 127330  
 25. U. S. Interests subject to other interests \_\_\_\_\_ POL. # 82

MAR 11 1953

LIBER 2084 PAGE 326

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
CENTRAL VALLEY PROJECT, CALIFORNIA

Contra Costa  
Unit No., 7.1-15

RM-127331  
Contract No.

CONTRACT AND GRANT OF EASEMENT

THIS CONTRACT made this 29th day of January, 1953, pursuant to the Act of Congress approved June 17, 1902 (32 Stat., 388) and acts amendatory thereof or supplementary or applicable thereto, all of which acts are commonly known and referred to as the Reclamation Law, and particularly pursuant to the Act of Congress approved August 4, 1939 (53 Stat., 1187), between THE UNITED STATES OF AMERICA, hereinafter styled the United States, and

ARTHUR H. HONEGGER  
and  
MYRA H. HONEGGER, his wife,

hereinafter styled the Vendor:

WITNESSETH the following grant and the following mutual covenants by and between the parties:

1. Vendor hereby grants unto the United States, its successors and assigns, the right, privilege and easement to enter upon, survey, travel along, construct, reconstruct, lay, re-lay, increase the size of, operate, maintain and remove at any time water pipe lines of not more than 22 inches inside diameter, with all fixtures, devices and appurtenances used or useful in the operation of said pipe lines, and to remove objects interfering therewith, at any and all points within, through, over and across the following described land situate in the County of Contra Costa, State of California, to-wit:

TRACT ONE: A tract of land in the southwest quarter of the northwest quarter (SW $\frac{1}{4}$  of NW $\frac{1}{4}$ ) of Section Thirty-six (36) in Township Two (2) North of Range Two (2) East of the Mount Diablo Meridian, being a portion of the land described in the deed from Contra Costa County Title Company to Arthur H. Honnegger, et ux., dated November 27, 1936 and recorded on November 27, 1936 in Volume 423 of Official Records at page 458, Records of Contra Costa County, and also being a portion of the land described in the Decree of Distribution in the matter of the Estate of John E. Hinchcliff, Deceased, to Arthur H. Honnegger, et ux., dated March 31, 1941 and recorded on March 31, 1941 in Volume 587 of Official Records at page 481, Records of Contra Costa County, and described as follows:

Checked as to Engineering data  
J.P. [Signature] 2-6-53

Beginning at the northeast corner of the land described in said deed recorded in Volume 423 of Official Records at page 458; said point is South 38° 48' West 2128.3 feet from the north quarter corner of said Section 36; running thence from said point of beginning South 00° 28' West 5.0 feet along the easterly boundary of the land described in said deed to a point hereinafter referred to as Point "A"; thence leaving said easterly boundary and running South 89° 43' West 1265.2 feet to a point on the westerly boundary of the land described in said deed, which is the westerly boundary of said Section 36; thence North 00° 13' East along said westerly boundary 5.0 feet to a point; said point is South 00° 13' West 1654.9 feet from the northwest corner of said Section 36; thence leaving said westerly boundary and running North 89° 43' East 254.5 feet along a northerly boundary of the land described in said deed; thence North 00° 13' East 2.6 feet along the westerly boundary of the land described in said Decree of Distribution; thence continuing North 00° 13' East along said westerly boundary 8.4 feet; thence leaving said westerly boundary and running North 89° 43' East 100.0 feet to a point hereinafter referred to as Point "B"; thence continuing North 89° 43' East 132.0 feet to a point on the easterly boundary of the land described in said Decree, and hereinafter referred to as Point "C"; thence South 00° 13' West along said easterly boundary 9.0 feet to a point; thence continuing South 00° 13' West along said easterly boundary 1.9 feet; thence North 89° 43' East 778.8 feet along the northerly boundary of the land described in said deed to the point of beginning, containing 0.20 acre, more or less.

1a. Vendor also hereby grants unto the United States, its successors and assigns, the temporary right, privilege and easement to enter upon and use Tracts Two and Three, hereinafter described, for the placing or piling thereon of earth, materials and machinery and for other purposes useful or necessary in connection with the construction of its pipe lines adjacent thereto. Said temporary right, privilege and easement shall terminate not later than two years after the commencement of said construction, and upon completion of said construction or in any event prior to the end of said two-year period, the United States shall restore the said land, as nearly as may be practicable, to the condition in which it was prior to the commencement of the use thereof by the United States. Said Tracts Two and Three are in the southwest quarter of the northwest quarter (SW $\frac{1}{4}$  of NW $\frac{1}{4}$ ) of said Section 36, are portions of the land described in said deed to Arthur H. Honnegger and of the land described in said Decree of Distribution, contain a combined area of 0.63 acre, more or less and are described as follows:

TRACT TWO: Beginning at the northeast corner of said Tract One, said point being hereinbefore referred to as Point "C"; running thence from said point of beginning South 89° 43' West along a northerly boundary of said Tract One, 132.0 feet to the point hereinbefore referred to as Point "B"; thence leaving said northerly boundary and running North 00° 13' East 16.0 feet; thence North 89° 43' East 132.0 feet to a point in the easterly

boundary of the land described in said Decree, said point is North 00° 13' East 16.0 feet from the point of beginning; thence South 00° 13' West along said easterly boundary 16.0 feet to the point of beginning, containing 0.05 acre, more or less.

TRACT THREE: Beginning at the southeast corner of said Tract One, said point being hereinbefore referred to as Point "A"; running thence from said point of beginning South 00° 28' West 20.0 feet along the easterly boundary of the land described in said deed; thence leaving said easterly boundary and running South 89° 43' West 1265.1 feet to a point on the westerly boundary of the land described in said deed; thence North 00° 13' East along said westerly boundary 20.0 feet to the southwest corner of said Tract One; thence North 89° 43' East 1265.2 feet along the southerly boundary of said Tract One to the point of beginning, containing 0.58 acre, more or less.

1b. Said grants of easement shall be subject to reservations and leases of record, if any, of oil, gas and minerals in or under the lands hereinbefore described.

1c. Said grants of easement are hereinafter collectively referred to as Grant of Easement.

2. Said pipe line or lines shall be so laid that wherever practicable not less than two feet of earth, measured from the outside of the pipe collar to the ground surface, shall cover said pipe line or lines, except that fixtures and appurtenances used or useful in the operation of said pipe line or lines may be at any distance either below or above ground surface. The surface of the ground over said pipe line or lines shall be restored by the United States to the condition in which it was prior to the construction of said pipe line or lines, as nearly as may be practicable. No fence nor permanent roadbed shall be constructed to follow along the route of said pipe line or lines, except upon express permission of Vendor, his successors or assigns.

3. Vendor reserves the right to cultivate, occupy and use said land for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the structures or equipment of the United States or the use thereof, except, however, that this reservation shall not include the right to, and the Vendor, his successors or assigns, shall not dig or drill a well or wells for any purpose whatsoever through the surface of said land, remove earth or other material from said land, except upon permission of the officer of the United States in charge of said pipe line or lines, or erect or maintain buildings or structures within the boundaries of said land. In case of permanent abandonment of said right of way, the title and interest herein granted shall end, cease, and determine. The United States shall use due care in the construction and maintenance of said pipe line or lines and appurtenances.



4. The grant of easement herein contained is subject to existing rights of way for highways, roads, railroads, canals, laterals, ditches, other pipe lines, electrical transmission lines and telephone and telegraph lines covering any part of the above-described land.

5. As complete consideration for the above grant of easement, the United States agrees to pay to Vendor:

- (a) The amount of any damage to trees, seedlings, vines, crops, shrubbery, landscaping and improvements within or on said land caused by construction of said pipe line or lines, the amount of payment for said damage to be determined by an appraisal made by the United States Bureau of Reclamation.
- (b) The reasonable cost of the relocation of such irrigation and pipe line facilities located on said land which the United States shall determine shall be relocated by the Vendor. In lieu of the payment to Vendor of the cost of the relocation of said irrigation and pipe line facilities, the United States may, at its option and expense, relocate said irrigation and pipe line facilities; and the Vendor shall so accept said payment or relocation.

Any irrigation or pipe line facility to be relocated as herein provided shall be of quality and standard equivalent to that of the existing facility, and any such facility shall be relocated to such land of the Vendor adjoining that herein described as the parties hereto shall mutually determine to be reasonable and proper. The United States shall notify Vendor in writing as to the facilities that must be relocated, and in such notice shall inform Vendor as to the date when such relocation must be completed and of the reasonable cost of such relocation. Payment to Vendor for the cost of said relocation shall be made upon the completion of said relocation and shall be in an amount determined by the United States Bureau of Reclamation to be the reasonable cost thereof.

It is a condition precedent to any payments hereunder that any and all defects, interests, or encumbrances against the Vendor's title to said land that may not be acceptable to the United States, other than those specified in Article 4 hereof, shall be removed by or on behalf of the Vendor. The rights of the Vendor under this article shall not be assignable and shall not pass to any subsequent purchaser of the land or of any interest therein.

6. It is understood and agreed that if the Secretary of the Interior determines that the title should be acquired by the United States by judicial procedure, either to procure a safe title or to obtain title more quickly or for any other reason, then the compensation to be claimed by the Vendor and the award to be made for said lands in said proceedings shall be upon the basis of the compensation hereinbefore provided.

7. Where the operations of this contract extend beyond the current fiscal year, it is understood that the contract is made contingent upon Congress making the necessary appropriation for expenditures thereunder after such current year has expired. In case such appropriation as may be necessary to carry out this contract is not made, the Vendor hereby releases the United States from all liability due to the failure of Congress to make such appropriation.

8. No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF, the parties have caused this contract to be executed the date hereinabove written.

APPROVED as to Legal Form and Sufficiency.

[Signature]  
Assistant Regional Counsel

THE UNITED STATES OF AMERICA

By [Signature]  
Acting Regional Director

[Signature]  
Vendor

[Signature]  
Vendor

\_\_\_\_\_  
Vendor

[Signature]  
Witness

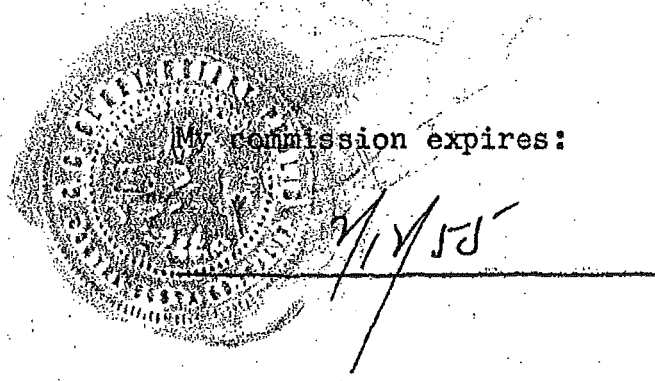
\_\_\_\_\_  
Vendor

STATE OF CALIFORNIA  
County of Contra Costa ss.

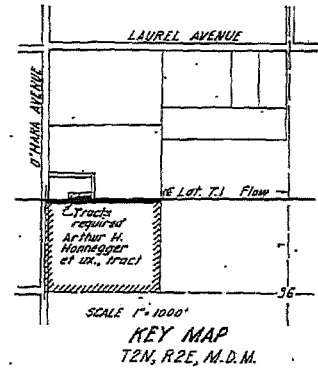
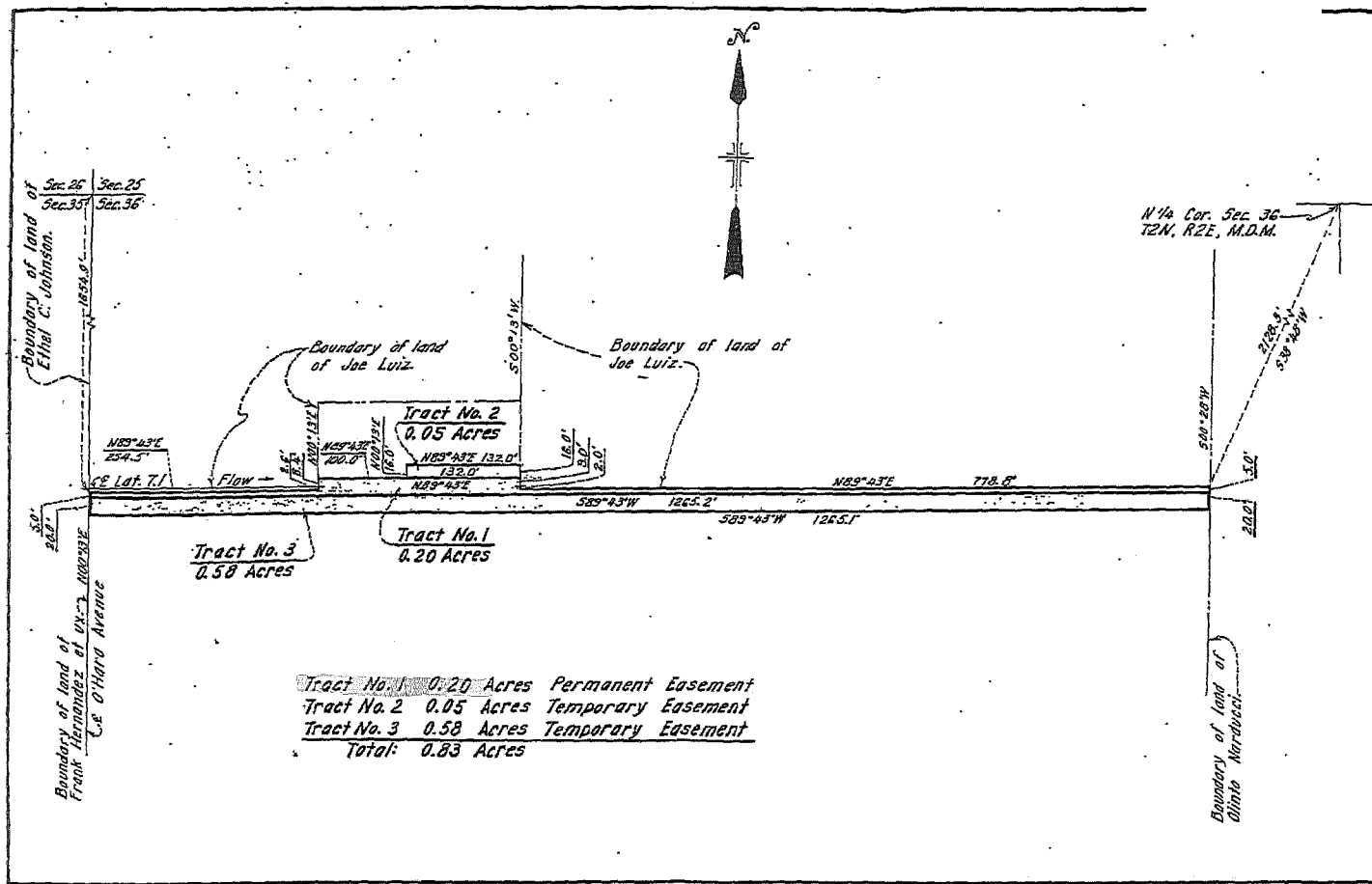
On this 29 day of January, in the year  
1953, before me C. C. Olney, a Notary  
Public in and for the County and State aforesaid, personally  
appeared Arthur H. Honzger and Myra H. Honzger  
known to me to be the persons whose names are subscribed  
to the within instrument, and acknowledged that they executed  
the same.

IN WITNESS WHEREOF I have hereunto set my hand and  
affixed my official seal the day and year in this certificate  
first above written.

C. C. Olney  
Notary Public



RECORDED AT REQUEST OF  
RICHMOND MARTINEZ  
TITLE COMPANY  
MAR 11 1953  
At 10:30 o'clock A. M.  
in Vol. 2084 Page 336  
OFFICIAL RECORDS OF  
CONTRA COSTA COUNTY  
Ralph Cunningham  
COUNTY RECORDER  
FEE \$ 3.80



Tract No. 1 0.20 Acres Permanent Easement  
Tract No. 2 0.05 Acres Temporary Easement  
Tract No. 3 0.58 Acres Temporary Easement  
**Total: 0.83 Acres**

2084/326

Reference:  
 Vol. 423 O.R. page 458 and  
 Vol. 587 O.R. page 461, Records  
 of Contra Costa County.

SCALE 1"=100'

DIVISION OF PUBLIC WORKS  
 COUNTY OF CONTRA COSTA, CALIFORNIA  
 COUNTY ENGINEER  
 LATERAL T1-STA. 108+65.5 TO STA. 121+30.7  
 ARTHUR H. HONNEGGER ET UX., R.O.W.  
 DRAWN: J.R. SUBMITTED: 11.17.73  
 CHECKED: A.T. APPROVED: [Signature]  
 TRACEL, CALIFORNIA - SEPTEMBER 1, 1973 210-215-7131

UNIT NO. T1-15

STATE CALIFORNIA COUNTY Contra Costa (0.8) CITY 05

PROJECT CENTRAL VALLEY DIVISION DELTA UNIT \_\_\_\_\_ DISTRICT CONTRA COSTA

INDEX NO. 98 UNIT NO. 7.1-15 PROJECT NO. 211 FEATURE Latera  
Water Dist.

SECTION	TWP.	R.	B. & M.	LOT	BLOCK	TRACT
<u>36</u>	<u>2 N</u>	<u>2 E</u>	<u>M. D</u>			RANCHO

Engr. Dwg. No. 214-215-7151 Date Rev 1-6-53  
 Station 108+65.5 To Station 121+30.7  
 1. Acquired from: Arthur H. Henegger et al 1-29-53  
 2. Address: R. F. D.  
Oakley, California  
 3. Acres acquired: Total 0.20

LAND IN GOVERNMENT CONTROL				
DATE	Acquired or Disposed		Balance - Acres	
	LINE NO.	ACRES	FEE	EASEMENT
<u>1-29-53</u>	<u>6</u>	<u>0.2</u>		<u>0.2</u>

Urban \_\_\_\_\_; Rural 0.20 \$ 014400 AVE

4. Acres in fee: \_\_\_\_\_ REMARKS Tr 1 - 0.20  
 5. Acres in easement: Total 0.83 " 2 - 0.05 } T.E.  
 6. Acres in perpetual easement: 0.20 " 3 - 0.58 }  
 7. Acres in temporary easement: 0.63 0.83  
 8. Expiration date: 2yrs after start const.  
 9. Acres in access easement: \_\_\_\_\_  
 10. Acres in flowage easement: \_\_\_\_\_

ACQUISITION DATA

11. Contract No. \_\_\_\_\_ Date: 1-29-53 REMARKS  
 12. Nature of Document: Contract & Grant of Easement  
 13. Date: \_\_\_\_\_ Recording date: 3-11-53  
 14. Recorded: Book \_\_\_\_\_, Volume 2084, Page 326  
 15. Rights to be Issued to grantor: Yes \_\_\_\_\_ No

CONDEMNATION ACQUISITION

16. Declaration of Taking - Civil No. \_\_\_\_\_ REMARKS  
 17. Parcel No. \_\_\_\_\_ Suit name: \_\_\_\_\_  
 18. Filing date: \_\_\_\_\_ Final Judgment \_\_\_\_\_  
 19. Declaration of Taking - Revestments \_\_\_\_\_  
 20. Amount paid to owner - Judgment \$ \_\_\_\_\_  
 Negotiated \$ \_\_\_\_\_ On Deposit \$ \_\_\_\_\_  
 21. Appraisal by: Informal C. N. Ackerman Total Appraisal \$ 250<sup>00</sup> Land only \$ \_\_\_\_\_  
 22. Amount paid to owner: Land \$ \_\_\_\_\_; Severance \$ \_\_\_\_\_; Improvements \$ \_\_\_\_\_  
 (Use an appraisal in condemnation) Permanent easement \$ \_\_\_\_\_; Temporary easement \$ \_\_\_\_\_  
 23. Total amount paid to owner: \$ DONATION Emac  
 24. Policy of Title Insurance: Company California Pacific Amount \$ 250<sup>00</sup> Order No. 127331  
 25. U. S. Interests subject to other Interests: POW. # 47

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
CENTRAL VALLEY PROJECT, CALIFORNIA

Contra Costa  
Unit No. 7.1-16

Contract No.  
RM-12733 ✓  
14-06-200-733

CONTRACT AND GRANT OF EASEMENT

THIS CONTRACT made this 4th day of May, 1953, pursuant to the Act of Congress approved June 17, 1902 (32 Stat., 388) and acts amendatory thereof or supplementary or applicable thereto, all of which acts are commonly known and referred to as the Reclamation Law, and particularly pursuant to the Act of Congress approved August 4, 1939 (53 Stat., 1187), between THE UNITED STATES OF AMERICA, hereinafter styled the United States, and

OLINTO NARDUCCI, a single man,

hereinafter styled the Vendor:

WITNESSETH the following grant and the following mutual covenants by and between the parties:

1. Vendor hereby grants unto the United States, its successors and assigns, the right, privilege and easement to enter upon, survey, travel along, construct, reconstruct, lay, re-lay, increase the size of, operate, maintain and remove at any time water pipe lines of not more than 18 inches inside diameter, with all fixtures, devices and appurtenances used or useful in the operation of said pipe lines, and to remove objects interfering therewith, at any and all points within, through, over and across the following described land situate in the County of Contra Costa, State of California, to-wit:

TRACT ONE: A tract of land in the east half of the northwest quarter (E $\frac{1}{2}$  of NW $\frac{1}{4}$ ) of Section Thirty-six (36) in Township Two (2) North of Range Two (2) East of the Mount Diablo Meridian, being a portion of the land described in the deed from Minda Mudge and Lena Holzener to Olinto Narducci, dated October 4, 1918 and recorded on November 2, 1918 in Volume 327 of Deeds at page 326 of Records of said Contra Costa County, containing 0.50 acre, more or less, and described as follows:

Beginning at a point on the westerly boundary of said land of Olinto Narducci; said point is South 37° 22' East 2074.4 feet from the northwest corner of said Section 36; running thence from said point of beginning

Checked as to Engineering data  
*J. Newborth 5-13-53*

OFFICIAL PUBLIC COPY

North 00° 28' East along said westerly boundary 25.0 feet to a point hereinafter referred to as Point "A"; thence leaving said westerly boundary and running South 89° 38' East 12.0 feet; thence South 00° 22' West 17.0 feet; thence South 89° 38' East 1308.1 feet to a point in the easterly boundary of said land of Olinto Narducci; thence South 00° 27' West along said easterly boundary 8.0 feet to a point; said point is South 00° 27' West 1667.3 feet from the north quarter ( $N\frac{1}{4}$ ) corner of said Section 36; thence continuing South 00° 27' West along said easterly boundary 8.0 feet to a point hereinafter referred to as Point "B"; thence leaving said easterly boundary and running North 89° 38' West 342.8 feet; thence South 00° 22' West 17.0 feet; thence North 89° 38' West 16.0 feet; thence North 00° 22' East 17.0 feet; thence North 89° 38' West 484.0 feet; thence South 00° 22' West 17.0 feet; thence North 89° 38' West 16.0 feet; thence North 00° 22' East 17.0 feet; thence North 89° 38' West 461.3 feet to a point on the westerly boundary of said land of Olinto Narducci; said point is South 00° 28' West 8.0 feet from the point of beginning; thence North 00° 28' East along said westerly boundary 8.0 feet to the point of beginning.

1a. Vendor also hereby grants unto the United States, its successors and assigns, the temporary right, privilege and easement to enter upon and use Tracts Two and Three, hereinafter described, for the placing or piling thereon of earth, materials and machinery and for other purposes useful or necessary in connection with the construction of its pipe lines adjacent thereto. Said temporary right, privilege and easement shall terminate not later than two years after the commencement of said construction, and upon completion of said construction or in any event prior to the end of said two-year period, the United States shall restore the said land, as nearly as may be practicable, to the condition in which it was prior to the commencement of the use thereof by the United States. Said Tracts Two and Three are in the northwest quarter ( $NW\frac{1}{4}$ ) of said Section 36, are portions of the land described in said deed, contain a combined area of 1.14 acres, more or less, and are described as follows:

TRACT TWO: Beginning at the most northwesterly corner of said Tract One, said point being hereinbefore referred to as Point "A"; running thence from said point of beginning North 00° 28' East 3.0 feet along the westerly boundary of said land of Olinto Narducci; thence leaving said westerly boundary and running South 89° 38' East 1320.1 feet to a point on the easterly boundary of said land of Olinto Narducci; thence South 00° 27' West along said easterly boundary 20.0 feet to the most northeasterly corner of said Tract One; thence North 89° 38' West 1308.1 feet along the northerly boundary of said Tract One; thence North 00° 22' East 17.0 feet; thence North 89° 38' West 12.0 feet to the point of beginning, containing an area of 0.60 acre, more or less.

TRACT THREE: Beginning at the southeast corner of said Tract One, said point being hereinbefore referred to as Point "B"; running thence from said point of beginning South 00° 27' West along said easterly boundary 18.0 feet; thence leaving said easterly boundary and running North 89° 38' West 1320.1 feet to a point on the westerly boundary of said land of Olinto Narducci; thence North 00° 28' East along said westerly boundary 18.0 feet to the southwesterly corner of said Tract One; along the southerly boundary of said Tract One as follows: South 89° 38' East 461.3 feet, South 00° 22' West 17.0 feet, South 89° 38' East 16.0 feet, North 00° 22' East 17.0 feet, South 89° 38' East 484.0 feet, South 00° 22' West 17.0 feet, South 89° 38' East 16.0 feet, North 00° 22' East 17.0 feet; thence South 89° 38' East 342.8 feet along the southerly boundary of said Tract One to the point of beginning, containing 0.54 acre, more or less.

1b. Said grants of easement shall be subject to reservations and leases of record, if any, of oil, gas and minerals in or under the lands hereinbefore described.

1c. Said grants of easement are hereinafter collectively referred to as Grant of Easement.

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2. Said pipe line or lines shall be so laid that wherever practicable not less than two feet of earth, measured from the outside of the pipe collar to the ground surface, shall cover said pipe line or lines, except that fixtures and appurtenances used or useful in the operation of said pipe line or lines may be at any distance either below or above ground surface. The surface of the ground over said pipe line or lines shall be restored by the United States to the condition in which it was prior to the construction of said pipe line or lines, as nearly as may be practicable. No fence nor permanent roadbed shall be constructed to follow along the route of said pipe line or lines, except upon express permission of Vendor, his successors or assigns.

3. Vendor reserves the right to cultivate, occupy and use said land for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the structures or equipment of the United States or the use thereof, except, however, that this reservation shall not include the right to, and the Vendor, his successors or assigns, shall not dig or drill a well or wells for any purpose whatsoever through the surface of said land, remove earth or other material from said land, except upon permission of the officer of the United States in charge of said pipe line or lines, or erect or maintain buildings or structures within the boundaries of said land. In case of permanent abandonment of said right of way, the title and interest herein granted shall end, cease, and determine. The United States shall use due care in the construction and maintenance of said pipe line or lines and appurtenances.



4. The grant of easement herein contained is subject to existing rights of way for highways, roads, railroads, canals, laterals, ditches, other pipe lines, electrical transmission lines and telephone and telegraph lines covering any part of the above-described land.

5. As complete consideration for the above grant of easement, the United States agrees to pay to Vendor:

- (a) The amount of any damage to trees, seedlings, vines, crops, shrubbery, landscaping and improvements within or on said land caused by construction of said pipe line or lines, the amount of payment for said damage to be determined by an appraisal made by the United States Bureau of Reclamation.
- (b) The reasonable cost of the relocation of such irrigation and pipe line facilities located on said land which the United States shall determine shall be relocated by the Vendor. In lieu of the payment to Vendor of the cost of the relocation of said irrigation and pipe line facilities, the United States may, at its option and expense, relocate said irrigation and pipe line facilities; and the Vendor shall so accept said payment or relocation.

Any irrigation or pipe line facility to be relocated as herein provided shall be of quality and standard equivalent to that of the existing facility, and any such facility shall be relocated to such land of the Vendor adjoining that herein described as the parties hereto shall mutually determine to be reasonable and proper. The United States shall notify Vendor in writing as to the facilities that must be relocated, and in such notice shall inform Vendor as to the date when such relocation must be completed and of the reasonable cost of such relocation. Payment to Vendor for the cost of said relocation shall be made upon the completion of said relocation and shall be in an amount determined by the United States Bureau of Reclamation to be the reasonable cost thereof.

It is a condition precedent to any payments hereunder that any and all defects, interests, or encumbrances against the Vendor's title to said land that may not be acceptable to the United States, other than those specified in Article 4 hereof, shall be removed by or on behalf of the Vendor. The rights of the Vendor under this article shall not be assignable and shall not pass to any subsequent purchaser of the land or of any interest therein.

6. It is understood and agreed that if the Secretary of the Interior determines that the title should be acquired by the United States by judicial procedure, either to procure a safe title or to obtain title more quickly or for any other reason, then the compensation to be claimed by the Vendor and the award to be made for said lands in said proceedings shall be upon the basis of the compensation hereinbefore provided.

7. Where the operations of this contract extend beyond the current fiscal year, it is understood that the contract is made contingent upon Congress making the necessary appropriation for expenditures thereunder after such current year has expired. In case such appropriation as may be necessary to carry out this contract is not made, the Vendor hereby releases the United States from all liability due to the failure of Congress to make such appropriation.

8. No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF, the parties have caused this contract to be executed the date hereinabove written.

THE UNITED STATES OF AMERICA

By R. Skellard  
[Acting] Regional Director

APPROVED as to Legal  
Form and Sufficiency.

OK  
JH

[Signature]  
Assistant Regional Counsel

[Signature]  
Vendor

\_\_\_\_\_  
Vendor

\_\_\_\_\_  
Vendor

[Signature]  
Witness

\_\_\_\_\_  
Vendor

R-2-293 Mar. 52

STATE OF CALIFORNIA )  
 )  
County of Sacramento ) ss.

On this 6th day of May, 1953, before me MARY R. MULCAHY, a Notary Public in and for the County of Sacramento, State of California, residing therein, duly commissioned and sworn, personally appeared LeRoy Minturn known to me to be the person whose name is subscribed to the within instrument as a witness thereto, who, being by me duly sworn, deposed and said: that he resides in the County of Alameda, State of California; that he was present and saw

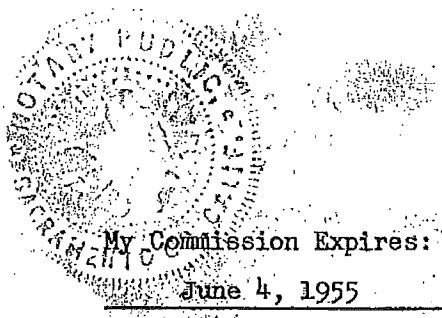
OLINTO NARDUCCI, a single man,

personally known to him to be the person described in, and who executed the within instrument as vendor thereto, sign, seal, and deliver the same; that the said

OLINTO NARDUCCI, a single man,

duly acknowledged in the presence of said affiant, that he executed the same, and that he, the said affiant, thereupon, and at the request of said vendor subscribed his name as witness thereto.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Sacramento the day and year in this certificate first above written.



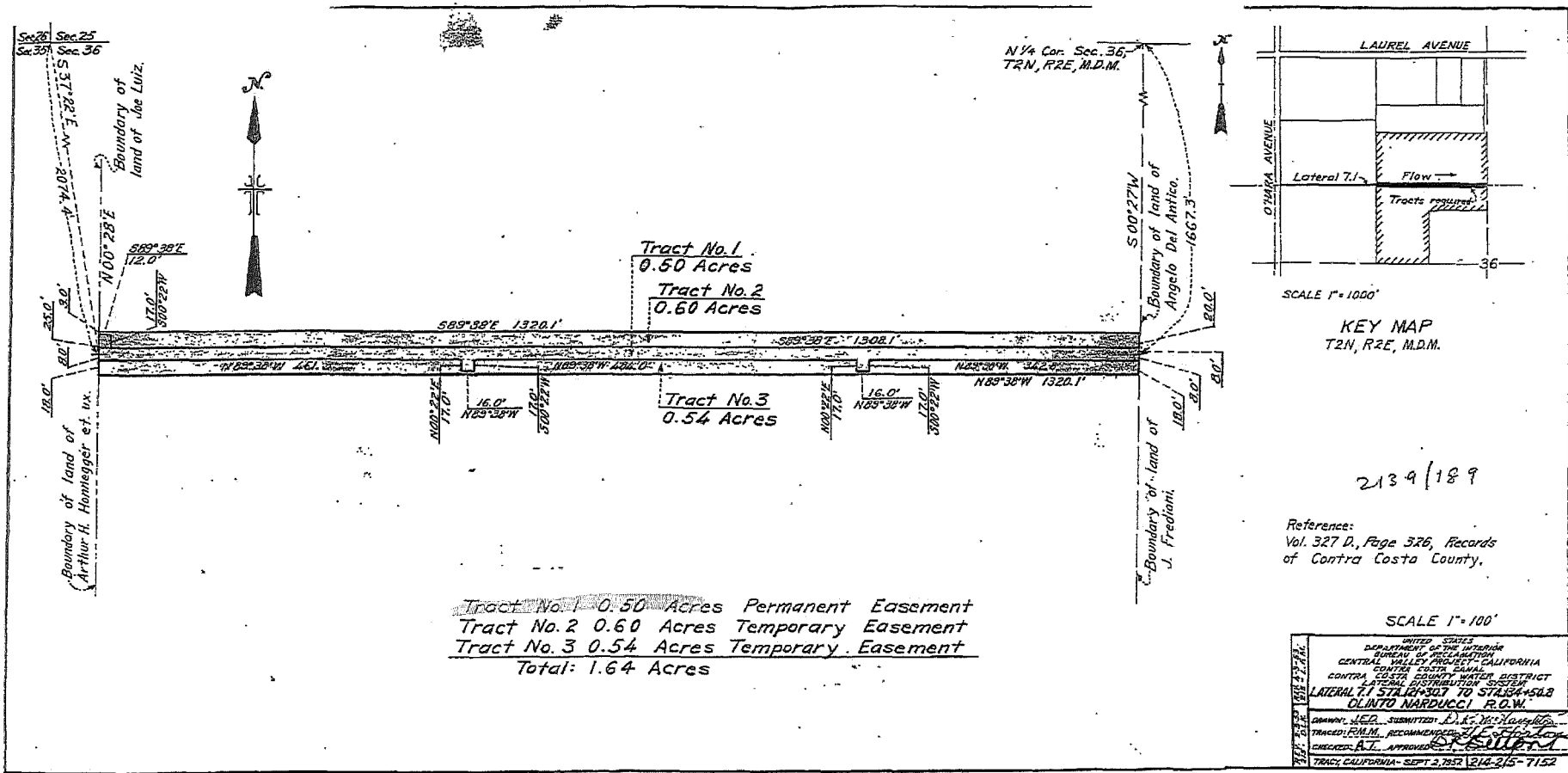
Mary R. Mulcahy  
Notary Public in and for the  
County of Sacramento, State  
of California

RECORDED AT REQUEST OF  
RICHMOND MARTINEZ  
TITLE COMPANY.

JUN 10 1953

At 12:30 o'clock P.M.  
In Vol. 2139 Page 189  
OFFICIAL RECORDS OF  
CONTRA COSTA COUNTY

Ralph Cunningham  
COUNTY RECORDER  
FEE \$ 3.50



Tract No. 1 0.50 Acres Permanent Easement  
 Tract No. 2 0.60 Acres Temporary Easement  
 Tract No. 3 0.54 Acres Temporary Easement  
 Total: 1.64 Acres

STATE CALIFORNIA

COUNTY Contra Costa (013)

CITY 05

PROJECT CENTRAL VALLEY

DIVISION DELTA

UNIT \_\_\_\_\_

DISTRICT CONTRA COSTA  
Water Dist.

INDEX NO. 99

UNIT NO. 7-1-16

PROJECT NO. 214

FEATURE Lateral

SECTION	TWP.	R.	B. & M.	LOT	BLOCK	TRACT
<u>36</u>	<u>2N</u>	<u>2E</u>	<u>M.D</u>			
RANCHO _____						

Engr. Dwg. No. 214-215-7152 Date Rev 4-9-53

Station 121+30.7 To Station 134+50.8

1. Acquired from: Olinto Narducci

2. Address: 832 Rose Marie Lane  
Stockton, California

3. Acres acquired: Total 0.50

Urban \_\_\_\_\_; Rural 0.50

LAND IN GOVERNMENT CONTROL				
DATE	Acquired or Disposed		Balance - Acres	
	LINE NO.	ACRES	FEE	EASEMENT
<u>5-4-53</u>	<u>6</u>	<u>0.5</u>		<u>0.5</u>

4. Acres in fee: \_\_\_\_\_

REMARKS T.O. 1 - 0.50 (T.O.)

5. Acres in easement: Total 1.64

" 2 - 0.60

6. Acres in perpetual easement: 0.50

" 3 - 0.54 } T.E

7. Acres in temporary easement: 1.14

1.64

8. Expiration date: 2 yrs. after start const.

9. Acres in access easement: \_\_\_\_\_

10. Acres in flowage easement: \_\_\_\_\_

ACQUISITION DATA

11. Contract No. 14-06-200-733 Date: 5-4-53 REMARKS

12. Nature of Document: Contract & Grant of Easement

13. Date: \_\_\_\_\_ Recording date: 6-10-53

14. Recorded: Book \_\_\_\_\_, Volume 2139, Page 189

15. Rights to be issued to grantor: Yes \_\_\_\_\_ No

CONDEMNATION ACQUISITION

16. Declaration of Taking--Civil No. \_\_\_\_\_ REMARKS

17. Parcel No. \_\_\_\_\_ Suit name: \_\_\_\_\_

18. Filing date: \_\_\_\_\_ Final Judgment \_\_\_\_\_

19. Declaration of Taking -- Revestments \_\_\_\_\_

20. Amount paid to owner -- Judgment \$ \_\_\_\_\_

Negotiated \$ \_\_\_\_\_ On Deposit \$ \_\_\_\_\_

21. Appraisal by: C. N. ACKERMAN Total Appraisal \$ 25<sup>00</sup> Land only \$ \_\_\_\_\_

22. Amount paid to owner: Land \$ \_\_\_\_\_; Severance \$ \_\_\_\_\_; Improvements \$ \_\_\_\_\_  
(Use as an appraisal in condemnation) Permanent easement \$ \_\_\_\_\_; Temporary easement \$ \_\_\_\_\_

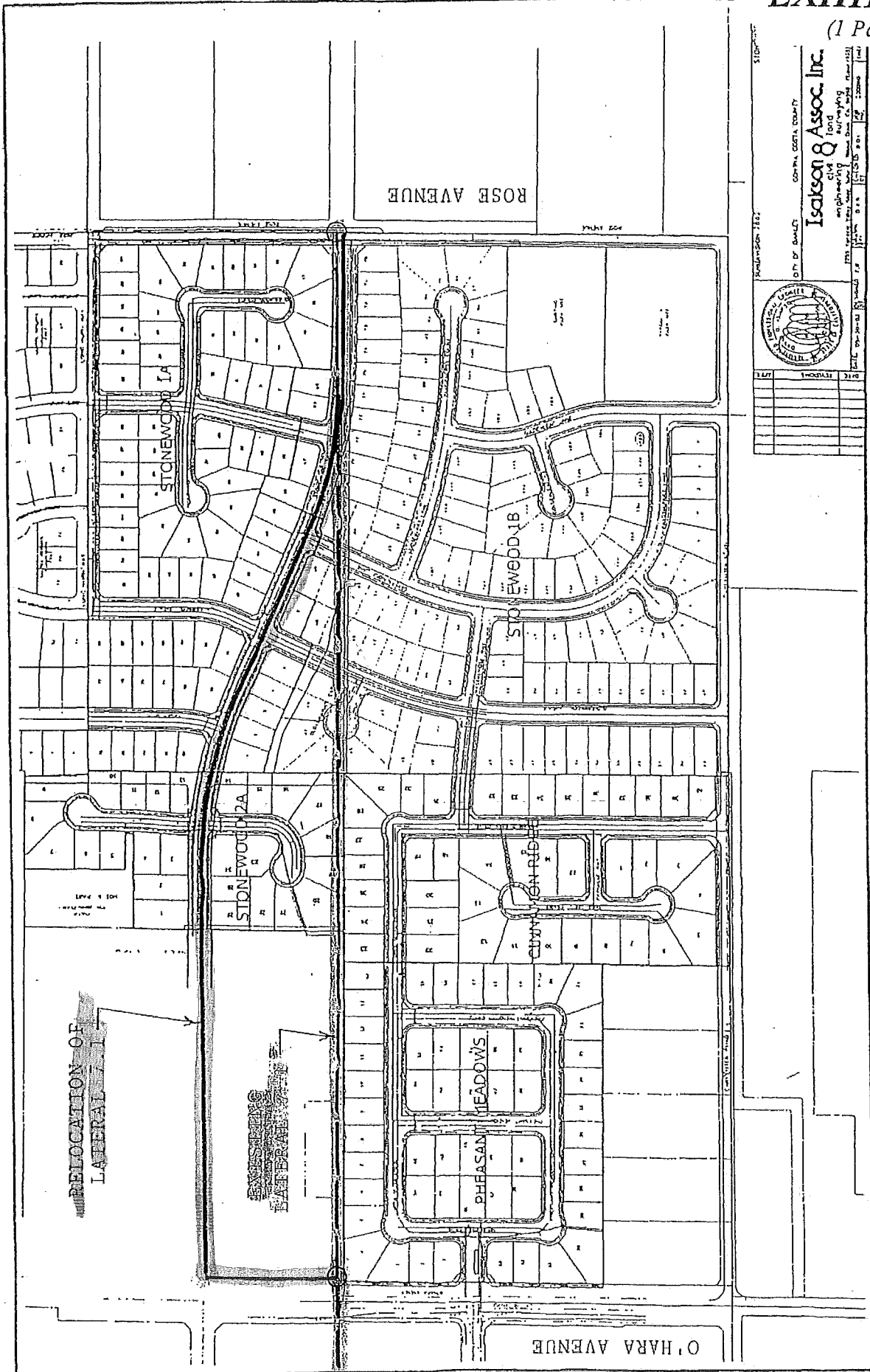
23. Total amount paid to owner: \$ DONATION

24. Policy of Title Insurance: Company California Pacific Amount \$ 250<sup>00</sup> Order No. 127332

25. U. S. Interests subject to other interests: \_\_\_\_\_  
Pol. # 199

# EXHIBIT B

(1 Page)



CITY OF SAULT STEPHENS 1827  
 CORNER CORNER COUNTY  
**Isakson & Assoc. Inc.**  
 ENGINEERS AND ARCHITECTS  
 1000 WEST 10TH STREET, SUITE 100  
 SULT STEPHENS, MICHIGAN 49783  
 PHONE 336-1111 FAX 336-1112

SAULT STEPHENS  
 PLANNING DEPARTMENT  
 1000 WEST 10TH STREET, SUITE 100  
 SULT STEPHENS, MICHIGAN 49783  
 PHONE 336-1111 FAX 336-1112

(cont. of 1:1000)

# EXHIBIT B-1

(3 Pages)

## EXHIBIT 'B-1' LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF OAKLEY,  
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, MORE  
PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE NORTHWEST ¼ OF SECTION 36 TOWNSHIP 2  
NORTH RANGE 2 EAST, ALSO BEING A PORTION OF GRAPEVINE LANE (60'  
WIDE) AND O'HARA AVENUE (100' WIDE) MORE PARTICULARLY  
DESCRIBED AS FOLLOWS:

A STRIP OF LAND 16 FEET IN WIDTH, LYING 8 FEET ON BOTH SIDES OF THE  
FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE INTERSECTION OF O'HARA AVENUE AND THE  
SOUTH LINE OF PARCEL D AS SAID PARCEL IS SHOWN ON THAT CERTAIN  
PARCEL MAP FILED ON MARCH 27, 1974 IN BOOK 32 OF PARCEL MAPS AT  
PAGE 48 IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA  
COUNTY,

THENCE SOUTH 89°17'35" EAST, 35.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00°57'43" EAST, 305.51 FEET TO A POINT WHICH IS 13 FEET  
SOUTH, MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF  
GRAPEVINE LANE;

THENCE ALONG A LINE WHICH IS PARALLEL WITH AND DISTANT 13 FEET  
SOUTH FROM SAID CENTERLINE OF GRAPEVINE LANE THE FOLLOWING  
COURSES:

SOUTH 89°17'19" EAST, 314.93 FEET;

THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF  
413.00 FEET, THROUGH A CENTRAL ANGLE OF 20°45'57", AND AN ARC  
LENGTH OF 149.68 FEET;

THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF  
387.00 FEET, THROUGH A CENTRAL ANGLE OF 20°45'57", AND AN ARC  
LENGTH OF 140.26 FEET;

THENCE SOUTH 89°17'22" EAST, 417.04 FEET;

January 18, 2006

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(exhibit B-1 : 3 pages)

THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 987.00 FEET, THROUGH A CENTRAL ANGLE OF 24°06'42", AND AN ARC LENGTH OF 415.36 FEET;

THENCE SOUTH 65°10'40" EAST, 455.97 FEET;

THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 1113.00 FEET, THROUGH A CENTRAL ANGLE OF 24°03'16", AND AN ARC LENGTH OF 467.27 FEET;

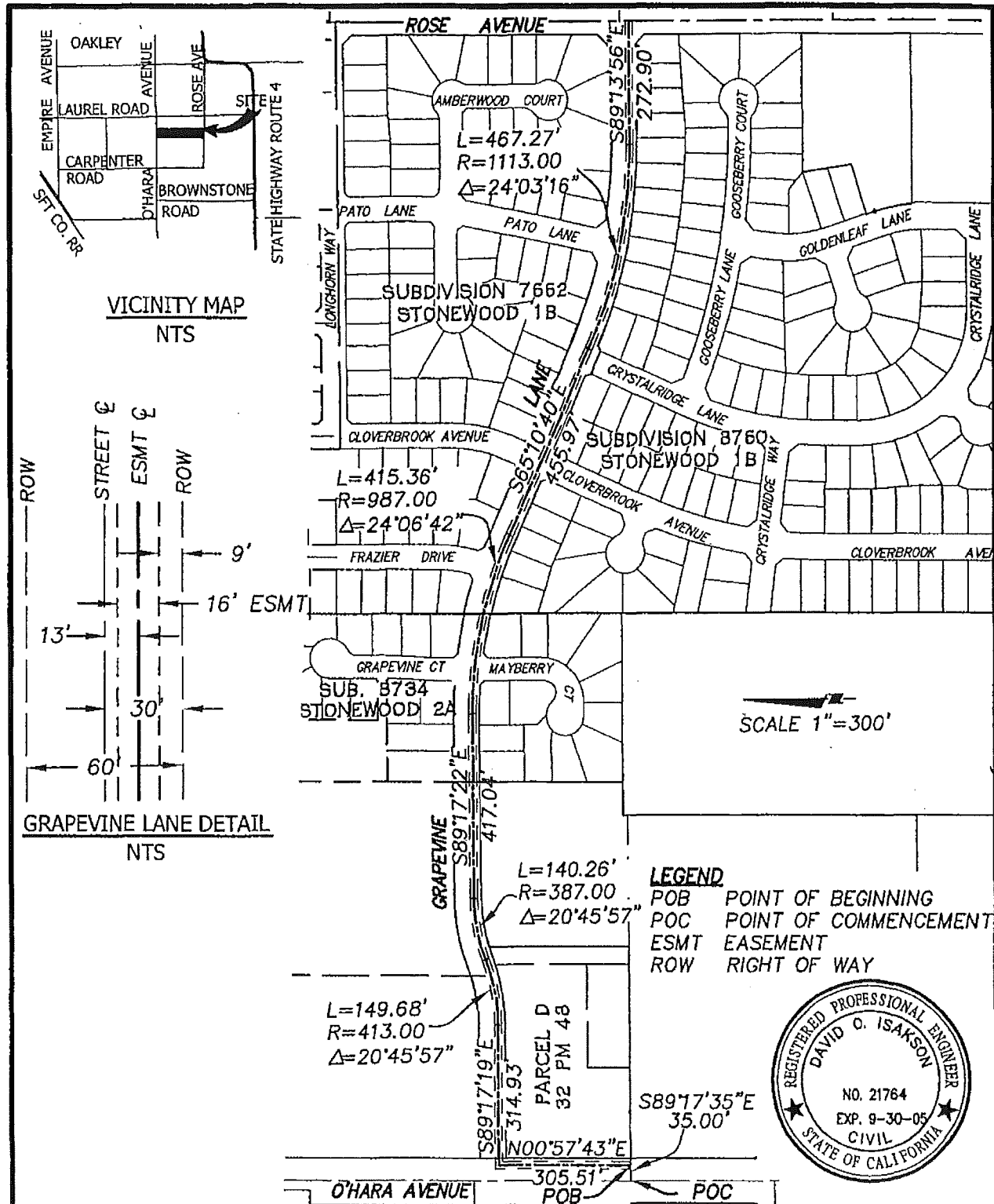
THENCE SOUTH 89°13'56" EAST, 272.90 FEET TO A POINT ON THE CENTERLINE OF ROSE AVENUE

CONTAINING 47,023 SQUARE FEET OF LAND, MORE OR LESS.

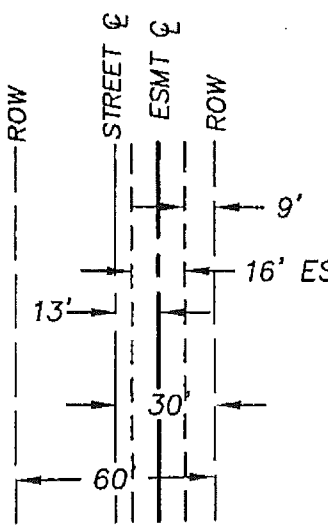
January 18, 2006

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VICINITY MAP  
NTS



GRAPEVINE LANE DETAIL  
NTS

SCALE 1"=300'

- LEGEND**
- POB POINT OF BEGINNING
  - POC POINT OF COMMENCEMENT
  - ESMT EASEMENT
  - ROW RIGHT OF WAY



**ISAKSON & ASSOCIATES INC.**

2255 YGNACIO VALLEY ROAD, SUITE C WALNUT CREEK, CA. 94598-3349  
PHONE (925) 937-9333 FAX (925) 937-7926

<b>EXHIBIT "B-1"</b> <b>CCWD EASEMENT</b>	CHECKED BY: DOI	DRAWN BY: BJL	JOB NO. 200443
	SCALE: 1"=300'	DATE: 01/18/06	SHEET 1 OF 1

S:\2004 JOBS\200443\dwg\PLATS\200443-CCWD-EASE-SHT 1.dwg, Layout1, 1/19/2006 12:05:50 PM, bob2

WHEN RECORDED MAIL TO:

U.S. Department of the Interior  
Bureau of Reclamation, MP-450  
2800 Cottage Way  
Sacramento, CA 95825-1898

DOCUMENTARY TRANSFER TAX: None  
This conveyance is exempt from any  
documentary transfer tax per California  
Revenue and Taxation Code Section 11922.

*Central Valley Project  
Contra Costa Water District  
County of Contra Costa  
Contract 07-LC-20-9519  
Units 7.1-14, 7.1-15, and 7.1-16  
Page 1 of 6*

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
SOUTH-CENTRAL CALIFORNIA AREA OFFICE

CONTRA COSTA WATER DISTRICT DISTRIBUTION SYSTEM  
CENTRAL VALLEY PROJECT, CALIFORNIA

CONTRACT AND GRANT OF PERMANENT EASEMENT  
for  
RELOCATION OF LATERAL 7.1 UNITS 7.1-14, 7.1-15, AND 7.1-16  
DISTRIBUTION SYSTEM

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2007, pursuant to the Act of June 17, 1902, (32 Stat. 388) and acts amendatory thereof and supplementary thereto, and Section 14 of the Reclamation Act of August 4, 1939, (53 Stat. 1187), all of which acts are commonly referred to as the Federal Reclamation laws, between the UNITED STATES OF AMERICA, hereinafter the United States, represented by the officer executing this Agreement, his duly appointed successor, or his authorized representative, hereinafter referred to as the Contracting Officer and the City of Oakley, hereinafter the City.

WITNESSETH:

The following grants, rights, and mutual covenants by and between the parties hereto which are acquired for the use of the Bureau of Reclamation, Department of the Interior, its agents, or assigns:

1. For the consideration hereinafter expressed, the City does hereby grant, bargain, convey and confirm unto the United States and assigns, the rights, privilege, and permanent easement to layout, construct, reconstruct, inspect, operate, repair, and maintain an underground lateral, together with all necessary appurtenances, supports, fixtures, facilities, and devices, used or useful in the operation of said lateral through, over, under, and across the lands as shown in *Exhibit A* and more particularly described in *Exhibit B*, both of which Exhibits are attached hereto and made a part hereof.

**DRAFT**

2. Said underground lateral will remain the property of and be maintained by the United States, its successors and assigns.
3. If the United States or District requires subsequent relocation of the new lateral, the District agrees to either relocate the lateral at its own expense or reimburse the City for the costs of the relocation, including the cost of restoring the roadway. If the City requires subsequent relocation of the new lateral, then City will reimburse the District or the United States for the costs of relocation. The United States shall not incur any cost for such relocation.
4. If a leak occurs in the new lateral or other damage is caused by a defect in the new lateral which damages the City's roadway, the District shall reimburse the City the costs of repairing the roadway. The United States shall not incur any cost for such repair.
5. If the roadway damages the new lateral, the City will reimburse the District or United States for the costs of repair or relocation, if necessary. The United States shall not incur any cost for such repair or relocation.
6. The Grant of Easement herein contained shall include the right to (a) trim, cut, fell and remove underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the easement, (b) store vehicles, equipment, and construction materials, and (c) such other uses requisite in the layout, construction, reconstruction, operation, use, maintenance, inspection, and repair of said underground lateral.
7. The City, its successors and assigns, reserve the right to use the premises for any purposes which will not interfere with the easement, rights, and privileges herein granted to the United States, or endanger any of its property, but such reserved rights shall not extend to or include the erection of any buildings or structures, or permission to the public to use subsurface part thereof, for any reason or purpose, without advance written permission on behalf of the United States or its assigns.
8. The Grant of Easement herein contained is subject to existing rights-of-way for highways, roads, railroads, canals, laterals, ditches, pipelines, electrical transmission lines, telegraph and telephone lines on, over and across the lands described in said *Exhibits A and B* and to any mineral rights of record outstanding in third parties on the date of this Contract.
9. As complete compensation and consideration for the Grant of Easement and the use of said lands by the United States as provided in this Contract, the United States has granted the right to relocate Lateral 7.1 of the Unit 7.1-14, 7.1-15, and 7.1-16 of the Distribution System onto certain lands to be dedicated to the City in accordance with the terms and conditions of Contract 06-LC-20-9323 entitled, RELOCATION AGREEMENT FOR CONVEYANCE AND RELOCATION OF LATERAL 7.1 OF UNITS 7.1-14, 7.1-15, and 7.1-16 OF THE LATERAL DISTRIBUTION SYSTEM, dated \_\_\_\_\_.
10. The City warrants that no person or agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or bona fide established agencies maintained by the City for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this Contract without liability or in its discretion to require the City to pay the full amount of such commission, percentage, brokerage, or contingent fee.

11. No Member of Congress shall be admitted to any share or part of this Contract made, entered into or accepted by or on behalf of the United States, or to any benefit to arise thereupon.

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

THE CITY OF OAKLEY  
A Municipal Corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

### ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, personally

*(Here insert name and title of the officer)*

appeared \_\_\_\_\_,

personally known to me (or 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.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**EXHIBIT 'A'**  
**LEGAL DESCRIPTION**

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF OAKLEY,  
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, MORE  
PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 36 TOWNSHIP 2  
NORTH RANGE 2 EAST, ALSO BEING A PORTION OF GRAPEVINE LANE (60'  
WIDE) AND O'HARA AVENUE (100' WIDE) MORE PARTICULARLY  
DESCRIBED AS FOLLOWS:

A STRIP OF LAND 16 FEET IN WIDTH, LYING 8 FEET ON BOTH SIDES OF THE  
FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE INTERSECTION OF O'HARA AVENUE AND THE  
SOUTH LINE OF PARCEL D AS SAID PARCEL IS SHOWN ON THAT CERTAIN  
PARCEL MAP FILED ON MARCH 27, 1974 IN BOOK 32 OF PARCEL MAPS AT  
PAGE 48 IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA  
COUNTY,

THENCE SOUTH  $89^{\circ}17'35''$  EAST, 35.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH  $00^{\circ}57'43''$  EAST, 305.51 FEET TO A POINT WHICH IS 13 FEET  
SOUTH, MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF  
GRAPEVINE LANE;

THENCE ALONG A LINE WHICH IS PARALLEL WITH AND DISTANT 13 FEET  
SOUTH FROM SAID CENTERLINE OF GRAPEVINE LANE THE FOLLOWING  
COURSES:

SOUTH  $89^{\circ}17'19''$  EAST, 314.93 FEET;

THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF  
413.00 FEET, THROUGH A CENTRAL ANGLE OF  $20^{\circ}45'57''$ , AND AN ARC  
LENGTH OF 149.68 FEET;

THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF  
387.00 FEET, THROUGH A CENTRAL ANGLE OF  $20^{\circ}45'57''$ , AND AN ARC  
LENGTH OF 140.26 FEET;

THENCE SOUTH  $89^{\circ}17'22''$  EAST, 417.04 FEET;

January 18, 2006

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THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 987.00 FEET, THROUGH A CENTRAL ANGLE OF 24°06'42", AND AN ARC LENGTH OF 415.36 FEET;

THENCE SOUTH 65°10'40" EAST, 455.97 FEET;

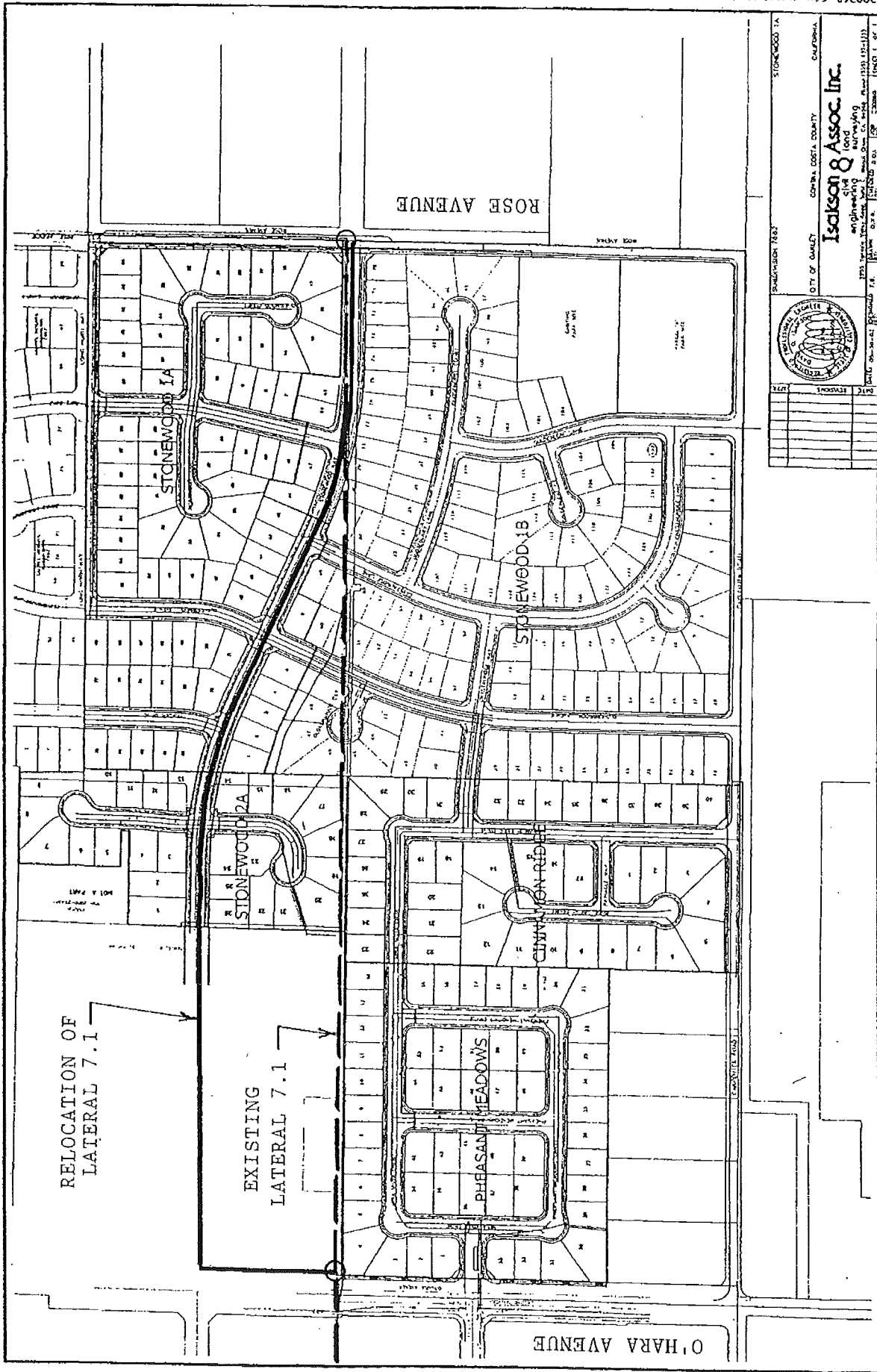
THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 1113.00 FEET, THROUGH A CENTRAL ANGLE OF 24°03'16", AND AN ARC LENGTH OF 467.27 FEET;

THENCE SOUTH 89°13'56" EAST, 272.90 FEET TO A POINT ON THE CENTERLINE OF ROSE AVENUE

CONTAINING 47,023 SQUARE FEET OF LAND, MORE OR LESS.

January 18, 2006

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STONEWOOD 1A  
 STONEWOOD 1B  
 STONEWOOD 2A  
 PHEASANT MEADOWS  
 CONCRETE PIPING

DATE	BY	CHK	APPROVED

CITY OF OAKLEY  
 CONTRA COSTA COUNTY  
 CALIFORNIA  
**Isakson & Assoc. Inc.**  
 engineering and  
 surveying  
 1333 Texas Street, Suite 200  
 Concord, CA 94520  
 (925) 309-1300  
 www.isakson.com  
 License No. 50828

**RESOLUTION NO. XX-14**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY  
ACCEPTING THE GRAPEVINE LANE OFFERS OF DEDICATION  
ASSOCIATED WITH SUBDIVISIONS 8760, 7662, 8734 AND  
PARCEL MAP 32 PM 48**

**WHEREAS**, on January 9, 2006 the City of Oakley adopted Resolution 03-06 approving the final map for Subdivision 7662 and said map made certain offers of dedication of right of way including the future Grapevine Lane; and

**WHEREAS**, on January 9, 2006 the City of Oakley adopted Resolution 05-06 approving the final map for Subdivision 8760 and said map made certain offers of dedication of right of way including the future Grapevine Lane; and

**WHEREAS**, on May 14, 2007 the City of Oakley adopted Resolution 59-07 approving the final map for Subdivision 8734 and said map made certain offers of dedication of right of way including the future Grapevine Lane; and

**WHEREAS**, on March 27, 1974 Parcel Map 32 PM 48 was recorded in the office of the Contra Costa County Recorder and said map made certain offers of dedication of right of way including the future Grapevine Lane; and

**WHEREAS**, on October 14, 2008 a Relocation Agreement was executed between the United States Bureau of Reclamation, the Contra Costa Water District, the City of Oakley, and Discovery Builders, Inc., Albert D. Seeno Construction Co., and West Coast Builders, Inc. (collectively the Developer) which allowed for the Developer to relocate certain irrigation laterals that ran through easements on several lots contained within the Developer's Subdivision 7681; and

**WHEREAS**, the Relocation agreement requires, among other items, the Developer to dedicate right of way to the City and for the City to accept the right of way in the Developer's Subdivisions 7662, 8760 & 8734 as well as that which was dedicated by Parcel Map 32 PM 48; and

**WHEREAS**, the Developer desires to relocate said irrigation laterals into the future Grape Vine Lane in accordance with the Relocation Agreement and has requested that the City accept the offers of dedication to allow the Developer to proceed with the relocation; and

**WHEREAS**, Staff determined that the offer of dedication associated with Parcel Map 32 PM 48 was rejected and terminated by the recordation of the final map for Subdivision 8734 and that pursuant to Section 66477.2(a) of the Subdivision Map Act the City Council may rescind its action and accept the offer of dedication by resolution;



**NOW, THEREFORE, BE IT RESOLVED AND ORDERED**, by the City Council of the City of Oakley that the Rejection and Termination of the Offer of Dedication by Parcel Map 32 PM 48 is hereby rescinded and that the Offers of Dedication of Right of Way described above are hereby accepted by the City.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 28<sup>th</sup> of October, 2014 by the following vote:

AYES:  
NOES:  
ABSTENTIONS:  
ABSENT:

APPROVED:

ATTEST:

\_\_\_\_\_  
Randy Pope, Mayor

\_\_\_\_\_  
Libby Vreonis, City Clerk

\_\_\_\_\_  
Date