

**AGREEMENT FOR PURCHASE AND SALE OF EASEMENTS
(INCLUDING ESCROW INSTRUCTIONS)**

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (the "Agreement") is entered into as of _____, 20___, by and between the CITY OF BRENTWOOD, a municipal corporation (the "Purchaser"), and MELRINA A. HOUSER, AS TRUSTEE OF THE HOUSER FAMILY SURVIVOR'S TRUST, AS TO AN UNDIVIDED 37.5% INTEREST, WILLIAM P. MAGGIORA AND JOYCE K. YANO-MAGGIORA, HUSBAND AND WIFE, AS JOINT TENANTS, AS TO AN UNDIVIDED 37.5% INTEREST, AND DEBRA R. MAGGIORA, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY, AS TO AN UNDIVIDED 25% INTEREST ("Seller").

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Agreement to Sell and Purchase. Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, upon the terms and for the consideration set forth in this Agreement, certain easement rights upon Seller's real property (collectively, the "Easements"), situated in the City of Brentwood, County of Contra Costa, State of California, which are legally described in the legal descriptions attached hereto as Exhibits "A" and "B" and incorporated herein.

2. Purchase Price. The purchase price for the Easements shall be Seventy Four Thousand, Five Hundred Dollars (\$74,500.00), in addition to reimbursement for appraisals performed upon Seller's property in the amount of Ten Thousand Dollars (\$10,000) for a total purchase price of EIGHTY FOUR THOUSAND, FIVE HUNDRED DOLLARS (\$84,500.00) (the "Purchase Price"). Purchaser shall pay the Purchase Price by depositing into Escrow, on or before the date for close of Escrow, immediately available funds in the amount of the Purchase Price. This purchase price includes the cost of the Seller completing an independent appraisal of the Property. However, none of the Seller's legal fees associated with this transaction are included in the Purchase Price, and such legal fees are not reimbursable and are the financial liability of the Seller.

3. Conveyance of Easements. Seller agrees to convey the Easements to Buyer by the Easement Deeds (as defined below).

4. Escrow. Purchaser and Seller have opened or shall open an escrow (the "Escrow") in accordance with this Agreement at First American Title Company (the "Escrow Agent"). This Agreement, together with the escrow instructions prepared by Escrow Agent and executed by Purchaser and Seller, constitutes the joint escrow instructions of Purchaser and Seller, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this Escrow in the shortest possible time.

4.1 Easement Deeds. Prior to the close of Escrow, Seller shall execute, acknowledge and deliver into Escrow the easement deeds (the "Easement Deeds") suitable for recordation and conveyance to the Purchaser of the easement interests as indicated in Exhibits "1" and "2" attached hereto and incorporated herein. A Certified Resolution of Acceptance to be attached to the Easement Deeds shall be delivered into Escrow by Purchaser on or before the close of Escrow. Purchaser and Seller agree to deposit with Escrow Agent any additional instruments as may be necessary to complete this transaction.

5. [intentionally omitted]

6. Escrow Agent Authorization. Escrow Agent is authorized to, and shall:

6.1 [intentionally omitted]

6.2 Pay and Charge Purchaser. Pay and charge Purchaser for any and all Escrow fees, recording fees and other costs and expenses of Escrow payable under Section 6.7, below.

6.3 Disbursement. Disburse funds, record the Easement Deeds and Certified Resolution of Acceptance, and deliver the title policy (if any) to Purchaser, when conditions of the Escrow have been fulfilled by Purchaser and Seller.

6.4 Close of Escrow. The term "close of Escrow," if and where written in these instructions, shall mean the date the Grant Deed and other necessary instruments of conveyance are recorded in the office of the Contra Costa County Recorder.

6.5 Time Limits. All time limits within which any matter specified is to be performed may be extended by mutual agreement of the parties. Any amendment of, or supplement to, any instructions must be in writing.

6.6 Time of the Essence. TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE ON OR BEFORE OCTOBER 1, 2024. If this Escrow is not in condition to close by such date, then (a) Purchaser may waive any conditions that have not been met; (b) Purchaser may, in writing, terminate this Agreement and demand the return of its money or property; or (c) if the delay is caused by the failure of a senior lienholder to subordinate its interests, Purchaser has the right to extend the closing a reasonable period of time to allow the senior lienholder time to process a subordination, which in no event shall exceed six months.

6.7 Escrow Fees, Charges and Costs. Purchaser agrees to pay all of Purchaser's and Seller's fees, charges, and costs which arise in this Escrow.

6.8 Transfer Taxes. No transfer tax shall be due because Purchaser is a public entity.

7. [intentionally omitted]

8. No Warranty. THE EASEMENTS ARE BEING SOLD "AS IS" AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. BY SIGNING THIS AGREEMENT, PURCHASER REPRESENTS THAT PURCHASER HAS INSPECTED THE REAL PROPERTY SUBJECT TO THE EASEMENTS AND ACCEPTS THE EASEMENTS "AS IS".

9. Full and Complete Settlement for Easements. The total compensation to be paid by Purchaser to Seller is in consideration for the Easements, severance damages, relocation assistance, any alleged pre-condemnation or inverse condemnation damages, loss of business goodwill (if any), costs, interest, attorney's fees, and any claim whatsoever of Seller and Seller's Parties (defined below) which might arise out of or relate in any respect to the acquisition of the Property by the Purchaser.

10. Broker's Commission. Seller and Purchaser each warrants and represents that it has not engaged the services of any agent, finder or broker in connection with the transaction which is the subject of this Agreement, and that it is not liable for any real estate commissions, broker's fees or finder's fees which may accrue by means of the sale of the Property.

11. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by electronic mail, reputable overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received upon the earlier of: (i) if personally delivered or mailed, the date of delivery to the address of the person to receive such notice; (ii) if delivered by Federal Express or other overnight courier for next business day delivery, the next business day; or (iii) if sent by electronic mail, with the original sent on the same day by overnight courier, the date on which the email is received, provided it is before 5:00 P.M. Pacific Time on a business (or on the following business day if not received before 5:00 P.M. on a business day). Notice of change of address shall be given by written notice in the manner described in this Section. Rejection or other refusal to accept or the inability to deliver because of a change in address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Unless changed in accordance herewith, the addresses for notices given pursuant to this Agreement shall be as follows:

If to Seller: Melrina Houser
 27084 E. El Macero Dr.
 El Macero, CA 95618
 (916) 947-3554
 melrina@cal.net

If to Purchaser: City of Brentwood
 150 City Park Way
 Brentwood, CA 94513
 Attention: Tim Ogden, City Manager
 (925) 516-5440
 togden@brentwoodca.gov

12. Entire Agreement. This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understanding of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

13. Governing Law. This Agreement and the exhibits attached hereto have been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California without regard to its choice of law principles.

14. Amendments. No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in signed writing by Purchaser and Seller.

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

16. Binding Upon Successors. The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereof.

17. Cooperation. Each party agrees to cooperate with the other in the Closing of this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement. The parties understand and agree to cooperate and coordinate as necessary prior to construction activities commencing on the real property interests transferred under Temporary Construction Easement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

PURCHASER:

CITY OF BRENTWOOD, a municipal corporation

By: _____
Tim Y. Ogden, City Manager

ATTEST:

Margaret Wimberly, City Clerk

APPROVED AS TO FORM:

Katherine Wisinski, Interim City Attorney

SELLER:

Melrina A. Houser

William P. Maggiora

Joyce K. Yano-Maggiora

Debra R. Maggiora

EXHIBIT "A"

LEGAL DESCRIPTION

Public Utility Easement
APNs 019-081-009 and 019-081-020

**EXHIBIT A
LEGAL DESCRIPTION
PUBLIC UTILITY EASEMENT**

REAL PROPERTY SITUATE IN THE CITY OF BRENTWOOD, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE LANDS DESCRIBED IN THAT GRANT DEED TO THE HOUSER FAMILY SURVIVOR'S TRUST AND WILLIAM P. AND JOYCE K. MAGGIORA RECORDED AUGUST 22, 2016 AS DOCUMENT NUMBER 2016-0168828, OFFICIAL RECORDS OF CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERN LINE OF SAID LANDS OF HOUSER AND MAGGIORA, SAID POINT BEING ON THE EASTERN RIGHT-OF-WAY LINE OF THE CALIFORNIA HIGHWAY 4 BYPASS;

THENCE, FROM SAID POINT OF BEGINNING, ALONG SAID NORTHERN LINE OF SAID LANDS, SOUTH 89°18'56" EAST 527.92 FEET;

THENCE, SOUTH 48°49'08" WEST 29.97 FEET;

THENCE, NORTH 89°18'56" WEST 503.46 FEET TO A POINT ON SAID EASTERN RIGHT-OF-WAY LINE OF SAID HIGHWAY 4 BYPASS;

THENCE, ALONG SAID RIGHT-OF-WAY, NORTHERLY ALONG THE ARC OF A NON-TANGENT 2,877.15 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 84°21'56" EAST, THROUGH A CENTRAL ANGLE OF 00°24'02", AN ARC DISTANCE OF 20.11 FEET TO SAID **POINT OF BEGINNING**.

CONTAINING 10,314 SQUARE FEET OF LAND, MORE OR LESS.

ATTACHED HERETO IS EXHIBIT B, A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION





MARK H WEHBER, P.L.S.
L.S. NO. 7960

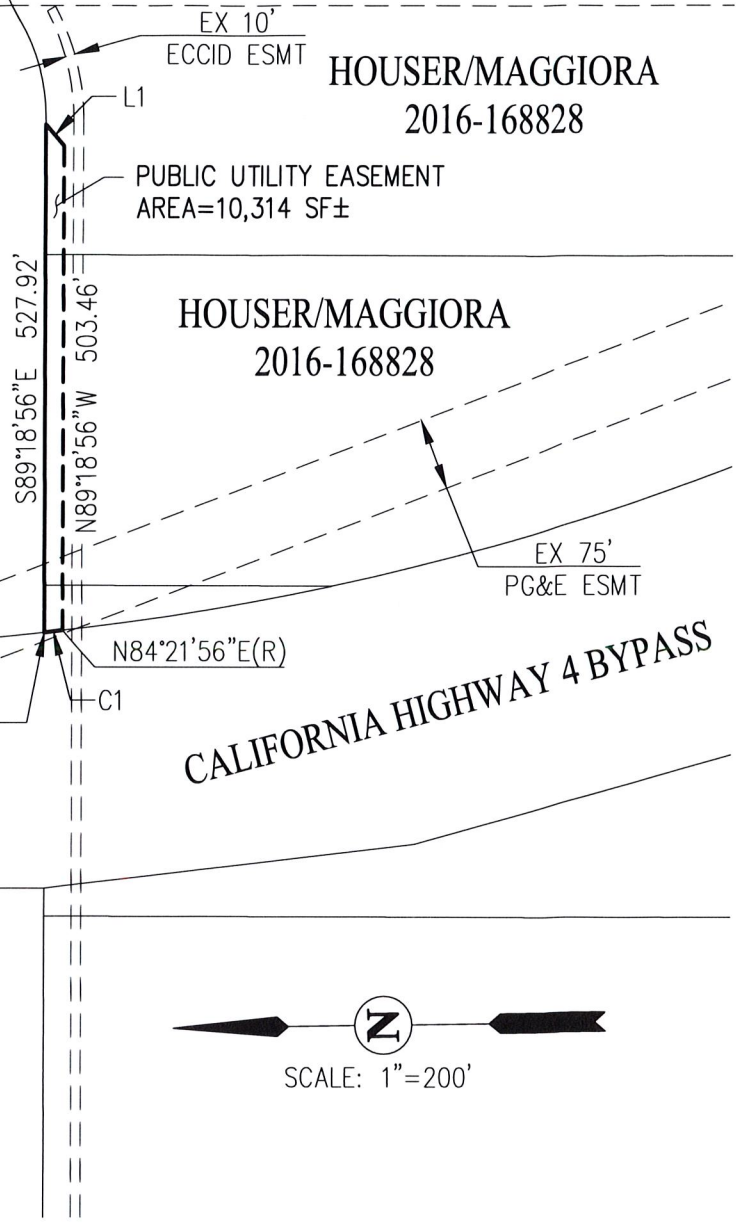
SUBDIVISION 8601
471 M 10
EMPIRE AVENUE

CONTRA COSTA WATER DISTRICT
96-234949

LINE TABLE		
NO	BEARING	LENGTH
L1	S48°49'08"W	29.97'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	2877.15'	0°24'02"	20.11'

NUNN
2012-303812



PLAT TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT B
PUBLIC UTILITY EASEMENT - PORTION OF HOUSER/MAGGIORA PROPERTY (2016-168828)
BRENTWOOD, CALIFORNIA

JUNE 15, 2023

SHEET 1 OF 1



SAN RAMON ■ (925) 866-0322
ROSEVILLE ■ (916) 788-4456
WWW.CBANDG.COM
CIVIL ENGINEERS ■ SURVEYORS ■ PLANNERS

EXHIBIT "B"

LEGAL DESCRIPTION

Temporary Construction Easement
APNs 019-081-009 and 019-081-020

**EXHIBIT A
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT**

REAL PROPERTY SITUATE IN THE CITY OF BRENTWOOD, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE LANDS DESCRIBED IN THAT GRANT DEED TO THE HOUSER FAMILY SURVIVOR'S TRUST AND WILLIAM P. AND JOYCE K. MAGGIORA RECORDED AUGUST 22, 2016 AS DOCUMENT NUMBER 2016-0168828, OFFICIAL RECORDS OF CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHERN LINE OF SAID LANDS OF HOUSER AND MAGGIORA, SAID POINT BEING ON THE EASTERN RIGHT-OF-WAY LINE OF THE CALIFORNIA HIGHWAY 4 BYPASS;

THENCE, FROM SAID POINT OF COMMENCEMENT, SOUTHERLY ALONG SAID EASTERN LINE OF SAID CALIFORNIA HIGHWAY 4 BYPASS, ALONG THE ARC OF A 2,877.15 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 84°45'58" EAST, THROUGH A CENTRAL ANGLE OF 0°24'02", AN ARC DISTANCE OF 20.11 FEET TO THE **POINT OF BEGINNING** FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, LEAVING SAID EASTERN LINE, SOUTH 89°18'56" EAST 503.46 FEET;

THENCE, NORTH 48°49'08" EAST 29.97 FEET TO A POINT ON THE NORTHERN LINE OF SAID LANDS;

THENCE, ALONG SAID NORTHERN LINE THE FOLLOWING TWO (2) COURSES:

- 1) SOUTH 89°18'56" EAST 6.48 FEET;
- 2) ALONG THE ARC OF A TANGENT 200.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 02°29'53", AN ARC DISTANCE OF 8.72 FEET;

THENCE, LEAVING SAID NORTHERN LINE, SOUTH 48°49'08" WEST 45.24 FEET;

THENCE, NORTH 89°18'56" WEST 506.16 FEET TO A POINT ON SAID EASTERN LINE OF THE CALIFORNIA HIGHWAY 4 BYPASS;

THENCE, NORTHERLY ALONG SAID EASTERN LINE, ALONG THE ARC OF A NON-TANGENT 2,877.15 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 84°09'54" EAST, THROUGH A CENTRAL ANGLE OF 00°12'01", AN ARC DISTANCE OF 10.06 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 5,423 SQUARE FEET OF LAND, MORE OR LESS.

ATTACHED HERETO IS EXHIBIT B, A PLAT TO ACCOMPANY LEGAL DESCRIPTION,
AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION



Mark H. Wehber 4/4/2024

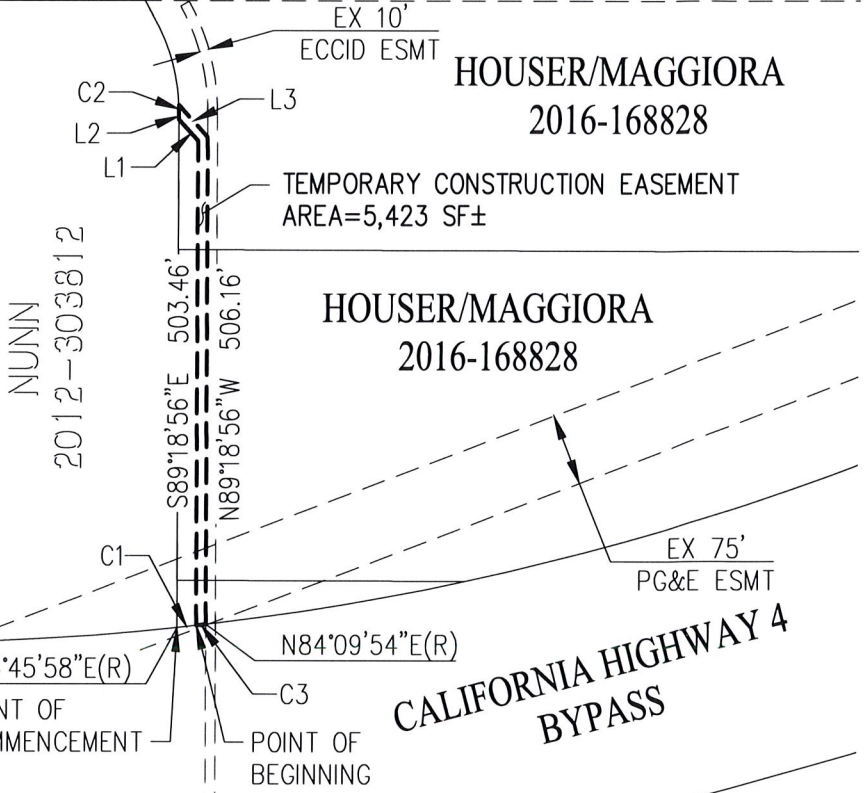
MARK H WEHBER, P.L.S.
L.S. NO. 7960

SUBDIVISION 8601
471 M 10
EMPIRE AVENUE

CONTRA COSTA WATER DISTRICT
96-234949

LINE TABLE		
NO	BEARING	LENGTH
L1	N48°49'08"E	29.97'
L2	S89°18'56"E	6.48'
L3	S48°49'08"W	45.24'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	2877.15'	0°24'02"	20.11'
C2	200.00'	2°29'53"	8.72'
C3	2877.15'	0°12'01"	10.06'



PLAT TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT B

TEMPORARY CONSTRUCTION EASEMENT - PORTION OF HOUSER/MAGGIORA PROPERTY (2016-168828)
BRENTWOOD, CALIFORNIA

JUNE 15, 2023

SHEET 1 OF 1



CIVIL ENGINEERS • SURVEYORS • PLANNERS

SAN RAMON • (925) 866-0322
ROSEVILLE • (916) 788-4456
WWW.CBANDG.COM

LINE TABLE		
NO	BEARING	LENGTH
L1	S89°18'56"E	130.89'
L2	S00°41'04"W	30.00'
L3	N48°45'53"E	73.65'
L4	N00°43'18"E	45.80'
L5	S89°07'27"E	119.66'
L6	S00°52'33"W	15.00'
L7	N89°07'27"W	104.61'
L8	S00°43'18"W	37.45'
L9	S48°45'53"W	86.08'

LINE TABLE		
NO	BEARING	LENGTH
L10	N00°41'04"E	30.00'
L11	N89°18'56"W	114.64'
L12	S00°52'33"W	73.98'
L13	S00°52'33"W	4.78'
L14	N89°07'27"W	53.20'
L15	S48°49'08"W	37.71'
L16	N89°18'56"W	6.48'
L17	N48°49'08"E	61.27'
L18	S89°07'27"E	77.95'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	2877.15'	1°00'01"	50.23'
C2	2877.15'	0°17'59"	15.05'
C3	200.00'	5°11'03"	18.10'
C4	200.00'	0°59'42"	3.47'
C5	200.00'	4°48'51"	16.80'

PLAT TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT B
 TEMPORARY CONSTRUCTION EASEMENT
 BRENTWOOD, CALIFORNIA

JUNE 15, 2023

SHEET 2 OF 2



CIVIL ENGINEERS

SAN RAMON ▪ (925) 866-0322
 ROSEVILLE ▪ (916) 788-4456

WWW.CBANDG.COM

▪ SURVEYORS ▪ PLANNERS

EXHIBIT "1"

EASEMENT DEED

Public Utility Easement
APNs 019-081-009 and 019-081-020

RECORDING REQUESTED BY:

City of Brentwood

WHEN RECORDED RETURN TO:

City of Brentwood
Attn: City Clerk
150 City Park Way
Brentwood, CA 94513

Exempt from Documentary Transfer Tax §11922
Exempt from Recording Fee Government Code §6103
APNs: 019-081-009 and 019-081-020

PUBLIC UTILITY EASEMENT DEED

For valuable consideration received, MELRINA A. HOUSER, AS TRUSTEE OF THE HOUSER FAMILY SURVIVOR’S TRUST, AS TO AN UNDIVIDED 37.5% INTEREST; WILLIAM P. MAGGIORA AND JOYCE K. YANO-MAGGIORA, HUSBAND AND WIFE, AS JOINT TENANTS, AS TO AN UNDIVIDED 37.5% INTEREST; AND DEBRA R. MAGGIORA, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY, AS TO AN UNDIVIDED 25% INTEREST (“GRANTOR”) does hereby grant to CITY OF BRENTWOOD, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA (“GRANTEE”), an easement for public utilities (the “Easement”), including but not limited to water, nonpotable water, sewer, storm drain, gas, telephone, cable TV, underground power, fiber optics and other appurtenances as GRANTEE may deem necessary, together with the right to operate and maintain all of the aforementioned, over, across, through and under that certain real property situated in the City of Brentwood, County of Contra Costa, State of California, commonly known as an approximately 10,314 square foot portion of APNs 019-081-009 and 019-081-020 and more particularly described in **Exhibit “A”** and depicted on **Exhibit “B”** attached hereto and made a part hereof (the “Easement Area”).

GRANTEE assumes full responsibility for all improvements and appurtenances placed or constructed within the Easement Area by or on behalf of GRANTEE, including, without limitation, the responsibility to inspect, maintain and repair the same in good and operable condition. GRANTEE shall perform all inspections, maintenance, repairs, and replacements to the Easement Area necessary to allow for and ensure its proper and safe use. GRANTEE, at its sole cost and expense, agrees to comply with all laws, orders, rules, regulations, ordinances, requirements, permits, and administrative and judicial determinations (“Laws”) applicable to the Easement, GRANTEE’s use and possession of the Easement Area, and GRANTEE’s exercise of its Easement rights, including without limitation all Laws that relate to public health and safety or the protection of the environment.

To the fullest extent allowable by law, GRANTEE shall defend (with counsel satisfactory to GRANTOR), indemnify, and hold harmless GRANTOR and its respective agents, employees, and contractors (collectively, the “Indemnified Parties”) from and against any and all claims, liabilities, suits, damages, liens, injury, losses, liability, costs and expenses (including attorneys’ fees) (collectively, “Losses”) for personal injury, property damage or otherwise arising from or related

to GRANTEE's use of the Easement Area or exercise of the rights granted herein, except to the extent such Losses are caused by the gross negligence or willful misconduct of any of the Indemnified Parties. GRANTEE further agrees that it will permit no mechanics', materialmen's or other liens to stand against the Easement Area for work or materials furnished to GRANTEE or its agents, employees or contractors in connection with the Easement, and GRANTEE agrees to indemnify, defend and hold GRANTOR and the Easement Area harmless from same. GRANTEE shall, at its sole cost and expense, repair, restore, and reconstruct in all material respects any damage to the Easement Area and any and all improvements and appurtenances within the Easement Area caused by any act or omission of GRANTEE, its employees, agents or contractors.

The Easement shall be subject to all existing easements and other matters of record on or affecting the Easement Area. GRANTEE shall ensure that GRANTEE's use of the Easement Area does not interfere with the rights of any third parties in and to the Easement Area.

GRANTOR and other occupants of the Easement Area shall have the right to use the Easement Area in any manner that does not materially interfere with or disrupt the rights of GRANTEE under the Easement.

GRANTOR:

**Melrina A. Houser, as Trustee of the
Houser Family Survivor's Trust**

Date: _____

Melrina A. Houser

**William P. Maggiora and Joyce K. Yano-
Maggiora, husband and wife, as joint
tenants**

Date: _____

William P. Maggiora

Date: _____

Joyce K. Yano-Maggiora

**Debra R. Maggiora, a married woman as
her sole and separate property**

Date: _____

Debra R. Maggiora

Certificate of Acceptance
Government Code §27281

This is to certify that the interest in real property conveyed by the Public Utility Easement Deed dated _____, from Melrina A. Houser, as Trustee of the Houser Family Survivor's Trust, as to an Undivided 37.5% Interest; William P. Maggiora and Joyce K. Yano-Maggiora, Husband and Wife, as Joint Tenants, as to an Undivided 37.5% Interest; and Debra R. Maggiora, a married woman as her sole and separate property as to an Undivided 25% Interest to City of Brentwood, a municipal corporation of the State of California, is hereby accepted pursuant to authority conferred by Ordinance No. 1031 of the City Council adopted on February 24th, 2022, and the City of Brentwood consents to recordation thereof by its duly authorized officer.

Allen Baquilar, PE
Director of Engineering/City Engineer

Date

**EXHIBIT A
LEGAL DESCRIPTION
PUBLIC UTILITY EASEMENT**

REAL PROPERTY SITUATE IN THE CITY OF BRENTWOOD, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE LANDS DESCRIBED IN THAT GRANT DEED TO THE HOUSER FAMILY SURVIVOR'S TRUST AND WILLIAM P. AND JOYCE K. MAGGIORA RECORDED AUGUST 22, 2016 AS DOCUMENT NUMBER 2016-0168828, OFFICIAL RECORDS OF CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERN LINE OF SAID LANDS OF HOUSER AND MAGGIORA, SAID POINT BEING ON THE EASTERN RIGHT-OF-WAY LINE OF THE CALIFORNIA HIGHWAY 4 BYPASS;

THENCE, FROM SAID POINT OF BEGINNING, ALONG SAID NORTHERN LINE OF SAID LANDS, SOUTH 89°18'56" EAST 527.92 FEET;

THENCE, SOUTH 48°49'08" WEST 29.97 FEET;

THENCE, NORTH 89°18'56" WEST 503.46 FEET TO A POINT ON SAID EASTERN RIGHT-OF-WAY LINE OF SAID HIGHWAY 4 BYPASS;

THENCE, ALONG SAID RIGHT-OF-WAY, NORTHERLY ALONG THE ARC OF A NON-TANGENT 2,877.15 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 84°21'56" EAST, THROUGH A CENTRAL ANGLE OF 00°24'02", AN ARC DISTANCE OF 20.11 FEET TO SAID **POINT OF BEGINNING**.

CONTAINING 10,314 SQUARE FEET OF LAND, MORE OR LESS.

ATTACHED HERETO IS EXHIBIT B, A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION





MARK H WEHBER, P.L.S.
L.S. NO. 7960

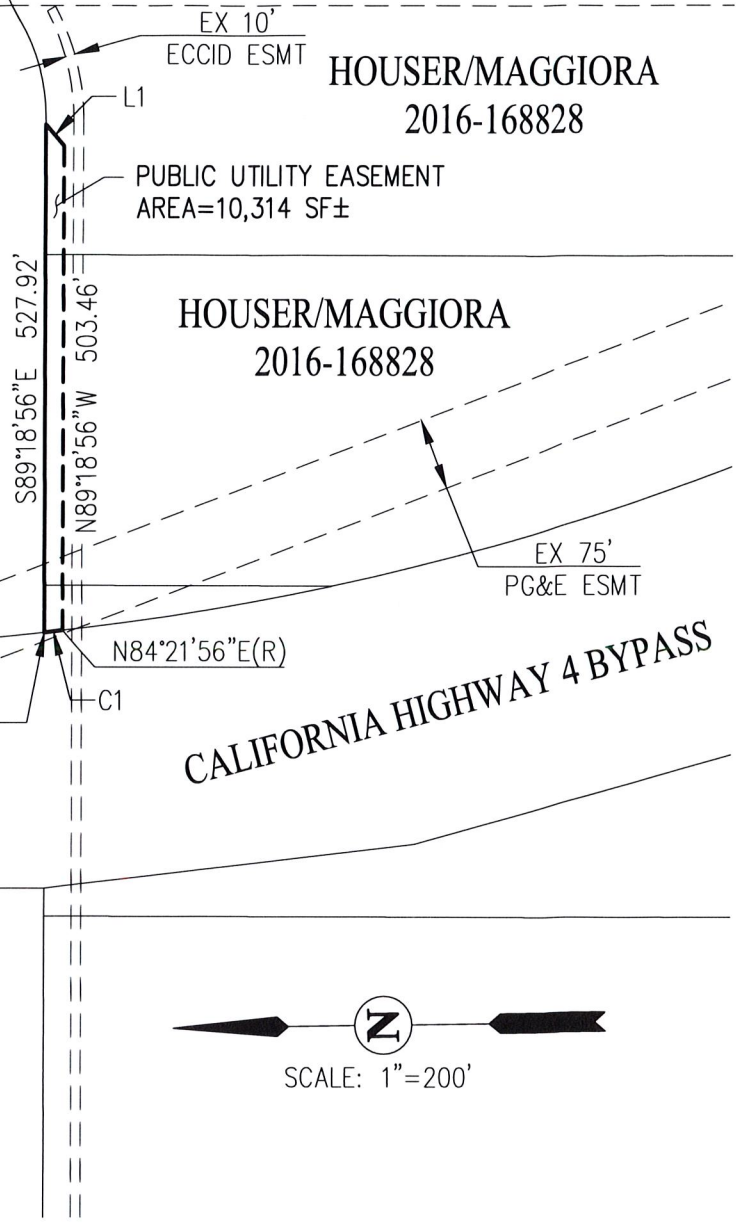
SUBDIVISION 8601
471 M 10
EMPIRE AVENUE

CONTRA COSTA WATER DISTRICT
96-234949

LINE TABLE		
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L1	S48°49'08"W	29.97'

CURVE TABLE			
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NUNN
2012-303812



PLAT TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT B
PUBLIC UTILITY EASEMENT - PORTION OF HOUSER/MAGGIORA PROPERTY (2016-168828)
BRENTWOOD, CALIFORNIA

JUNE 15, 2023

SHEET 1 OF 1



SAN RAMON ■ (925) 866-0322
ROSEVILLE ■ (916) 788-4456
WWW.CBANDG.COM
CIVIL ENGINEERS ■ SURVEYORS ■ PLANNERS

EXHIBIT "2"

EASEMENT DEED

Temporary Construction Easement
APNs 019-081-009 and 019-081-020

RECORDING REQUESTED BY:

City of Brentwood

WHEN RECORDED RETURN TO:

City of Brentwood
Attn: City Clerk
150 City Park Way
Brentwood, CA 94513

Exempt from Documentary Transfer Tax §11922
Exempt from Recording Fee Government Code §6103
APNs: 019-081-009 and 019-081-020

TEMPORARY CONSTRUCTION EASEMENT DEED

For valuable consideration received, MELRINA A. HOUSER, AS TRUSTEE OF THE HOUSER FAMILY SURVIVOR'S TRUST, AS TO AN UNDIVIDED 37.5% INTEREST; WILLIAM P. MAGGIORA AND JOYCE K. YANO-MAGGIORA, HUSBAND AND WIFE, AS JOINT TENANTS, AS TO AN UNDIVIDED 37.5% INTEREST; AND DEBRA R. MAGGIORA, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY, AS TO AN UNDIVIDED 25% INTEREST ("GRANTOR") does hereby grant to CITY OF BRENTWOOD, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA ("GRANTEE"), a temporary construction easement (the "Temporary Construction Easement") for the purpose of construction activities, including use for ingress and egress and performance of all activities as may be necessary or incidental to the construction of public utilities, within that certain real property situated in the City of Brentwood, County of Contra Costa, State of California, commonly known as approximately 5,423 square foot portion of APNs 019-081-009 and 019-081-020 and more particularly described in **Exhibit "A"** and depicted on **Exhibit "B"** attached hereto and made a part hereof (the "TCE Area"). This Temporary Construction Easement shall not in any way unreasonably impair GRANTOR'S use, access and ingress/egress of GRANTOR'S property situated within the remainder property currently owned by GRANTOR.

This Temporary Construction Easement shall become effective upon recordation with the Contra Costa County Clerk Recorder, and shall automatically terminate either upon the earlier to occur of (i) GRANTEE'S recordation of the Notice of Completion of construction of that portion of the project lying within the TCE Area or (ii) eighteen (18) months after recordation of this Temporary Construction Easement. Upon such termination, the Temporary Construction Easement shall revert back to GRANTOR. Although such termination shall be automatic, at GRANTOR's request, GRANTEE shall execute such documentation, including but not limited to a quitclaim deed, as may be reasonably required in order to remove the Temporary Construction Easement from title to GRANTOR's property.

GRANTEE assumes full responsibility for all improvements and appurtenances placed or constructed within the TCE Area by or on behalf of GRANTEE, including, without limitation, the responsibility to inspect, maintain and repair the same in good and operable condition. GRANTEE shall perform all inspections, maintenance, repairs, and replacements to the TCE Area necessary

to allow for and ensure its proper and safe use. GRANTEE, at its sole cost and expense, agrees to comply with all laws, orders, rules, regulations, ordinances, requirements, permits, and administrative and judicial determinations (“Laws”) applicable to the Temporary Construction Easement, GRANTEE’s use and possession of the TCE Area, and GRANTEE’s exercise of its Temporary Construction Easement rights, including without limitation all Laws that relate to public health and safety or the protection of the environment. All work performed pursuant to the Temporary Construction Easement or within the TCE Area shall conform to all generally accepted design and construction standards and shall be performed in a good and workmanlike manner.

GRANTEE shall defend (with counsel satisfactory to GRANTOR), indemnify, and hold harmless GRANTOR and its respective agents, employees, and contractors (collectively, the “Indemnified Parties”) from and against any and all claims, liabilities, suits, damages, liens, injury, losses, liability, costs and expenses (including attorneys’ fees) (collectively, “Losses”) for personal injury, property damage or otherwise arising from or related to GRANTEE’s use of the TCE Area or exercise of the rights granted herein, except to the extent such Losses are caused by the gross negligence or willful misconduct of any of the Indemnified Parties. GRANTEE further agrees that it will permit no mechanics’, materialmen’s or other liens to stand against the TCE Area for work or materials furnished to GRANTEE or its agents, employees or contractors in connection with the Temporary Construction Easement, and GRANTEE agrees to indemnify, defend and hold GRANTOR and the TCE Area harmless from same. GRANTEE shall, at its sole cost and expense, repair, restore, and reconstruct in all material respects any damage to the TCE Area and any and all improvements and appurtenances within the TCE Area caused by any act or omission of GRANTEE, its employees, agents or contractors.

The Temporary Construction Easement shall be subject to all existing easements and other matters of record on or affecting the TCE Area. GRANTEE shall ensure that GRANTEE’s use of the TCE Area does not interfere with the rights of any third parties in and to the TCE Area.

GRANTOR and other occupants of the TCE Area shall have the right to use the TCE Area in any manner that does not materially interfere with or disrupt the rights of GRANTEE under the Temporary Construction Easement.

GRANTOR:

**Melrina A. Houser, as Trustee of the
Houser Family Survivor’s Trust**

Date: _____

Melrina A. Houser

**William P. Maggiora and Joyce K. Yano-
Maggiora, husband and wife, as joint
tenants**

Date: _____

William P. Maggiora

Date: _____

Joyce K. Yano-Maggiora

**Debra R. Maggiora, a married woman as
her sole and separate property**

Date: _____

Debra R. Maggiora

Certificate of Acceptance
Government Code §27281

This is to certify that the interest in real property conveyed by the Temporary Construction Easement Deed dated _____, from Melrina A. Houser, as Trustee of the Houser Family Survivor's Trust, as to an Undivided 37.5% Interest; William P. Maggiora and Joyce K. Yano-Maggiora, Husband and Wife, as Joint Tenants, as to an Undivided 37.5% Interest; and Debra R. Maggiora, a married woman as her sole and separate property, as to an Undivided 25% Interest to City of Brentwood, a municipal corporation of the State of California, is hereby accepted pursuant to authority conferred by Ordinance No. 1031 of the City Council adopted on February 24th, 2022, and the City of Brentwood consents to recordation thereof by its duly authorized officer.

Allen Baquilar, PE
Director of Engineering/City Engineer

Date

**EXHIBIT A
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT**

REAL PROPERTY SITUATE IN THE CITY OF BRENTWOOD, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE LANDS DESCRIBED IN THAT GRANT DEED TO THE HOUSER FAMILY SURVIVOR'S TRUST AND WILLIAM P. AND JOYCE K. MAGGIORA RECORDED AUGUST 22, 2016 AS DOCUMENT NUMBER 2016-0168828, OFFICIAL RECORDS OF CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHERN LINE OF SAID LANDS OF HOUSER AND MAGGIORA, SAID POINT BEING ON THE EASTERN RIGHT-OF-WAY LINE OF THE CALIFORNIA HIGHWAY 4 BYPASS;

THENCE, FROM SAID POINT OF COMMENCEMENT, SOUTHERLY ALONG SAID EASTERN LINE OF SAID CALIFORNIA HIGHWAY 4 BYPASS, ALONG THE ARC OF A 2,877.15 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 84°45'58" EAST, THROUGH A CENTRAL ANGLE OF 0°24'02", AN ARC DISTANCE OF 20.11 FEET TO THE **POINT OF BEGINNING** FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, LEAVING SAID EASTERN LINE, SOUTH 89°18'56" EAST 503.46 FEET;

THENCE, NORTH 48°49'08" EAST 29.97 FEET TO A POINT ON THE NORTHERN LINE OF SAID LANDS;

THENCE, ALONG SAID NORTHERN LINE THE FOLLOWING TWO (2) COURSES:

- 1) SOUTH 89°18'56" EAST 6.48 FEET;
- 2) ALONG THE ARC OF A TANGENT 200.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 02°29'53", AN ARC DISTANCE OF 8.72 FEET;

THENCE, LEAVING SAID NORTHERN LINE, SOUTH 48°49'08" WEST 45.24 FEET;

THENCE, NORTH 89°18'56" WEST 506.16 FEET TO A POINT ON SAID EASTERN LINE OF THE CALIFORNIA HIGHWAY 4 BYPASS;

THENCE, NORTHERLY ALONG SAID EASTERN LINE, ALONG THE ARC OF A NON-TANGENT 2,877.15 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 84°09'54" EAST, THROUGH A CENTRAL ANGLE OF 00°12'01", AN ARC DISTANCE OF 10.06 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 5,423 SQUARE FEET OF LAND, MORE OR LESS.

ATTACHED HERETO IS EXHIBIT B, A PLAT TO ACCOMPANY LEGAL DESCRIPTION,
AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION



Mark H. Wehber 4/4/2024

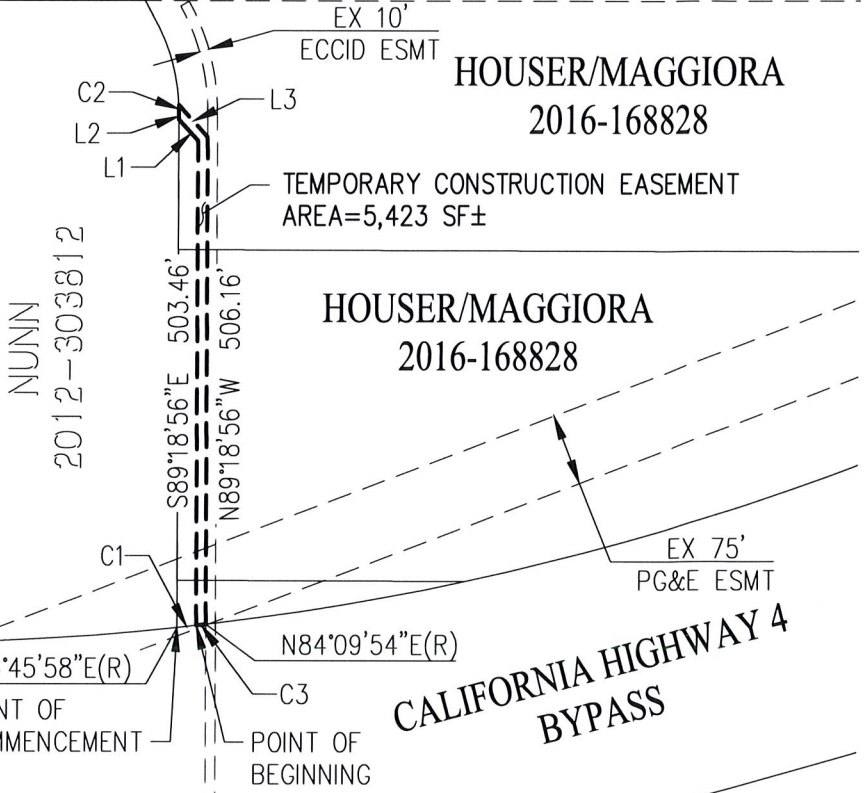
MARK H WEHBER, P.L.S.
L.S. NO. 7960

SUBDIVISION 8601
471 M 10
EMPIRE AVENUE

CONTRA COSTA WATER DISTRICT
96-234949

LINE TABLE		
NO	BEARING	LENGTH
L1	N48°49'08"E	29.97'
L2	S89°18'56"E	6.48'
L3	S48°49'08"W	45.24'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	2877.15'	0°24'02"	20.11'
C2	200.00'	2°29'53"	8.72'
C3	2877.15'	0°12'01"	10.06'



PLAT TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT B

TEMPORARY CONSTRUCTION EASEMENT - PORTION OF HOUSER/MAGGIORA PROPERTY (2016-168828)
BRENTWOOD, CALIFORNIA

JUNE 15, 2023

SHEET 1 OF 1



CIVIL ENGINEERS • SURVEYORS • PLANNERS

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LINE TABLE		
NO	BEARING	LENGTH
L1	S89°18'56"E	130.89'
L2	S00°41'04"W	30.00'
L3	N48°45'53"E	73.65'
L4	N00°43'18"E	45.80'
L5	S89°07'27"E	119.66'
L6	S00°52'33"W	15.00'
L7	N89°07'27"W	104.61'
L8	S00°43'18"W	37.45'
L9	S48°45'53"W	86.08'

LINE TABLE		
NO	BEARING	LENGTH
L10	N00°41'04"E	30.00'
L11	N89°18'56"W	114.64'
L12	S00°52'33"W	73.98'
L13	S00°52'33"W	4.78'
L14	N89°07'27"W	53.20'
L15	S48°49'08"W	37.71'
L16	N89°18'56"W	6.48'
L17	N48°49'08"E	61.27'
L18	S89°07'27"E	77.95'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	2877.15'	1°00'01"	50.23'
C2	2877.15'	0°17'59"	15.05'
C3	200.00'	5°11'03"	18.10'
C4	200.00'	0°59'42"	3.47'
C5	200.00'	4°48'51"	16.80'

PLAT TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT B
 TEMPORARY CONSTRUCTION EASEMENT
 BRENTWOOD, CALIFORNIA

JUNE 15, 2023

SHEET 2 OF 2



CIVIL ENGINEERS

SAN RAMON ▪ (925) 866-0322
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