

RETURN TO:
Real Estate Division
Marin County Dept. of Public Works
P.O. Box 4186, Civic Center Branch
San Rafael, CA 94913-4186
Attention: _____

Project: Santa Venetia Floodwall Project
Address: _____, San Rafael
APN: _____

RIGHT-OF-WAY CONTRACT

THIS CONTRACT is made and entered into this ____ day of _____, 202__, by and between the MARIN COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a public district of the State of California, hereinafter referred to as "DISTRICT," and (_____) hereinafter referred to as "OWNERS".

WITNESSETH:

RECITALS

- A. OWNERS are the owners of that certain real property situated in unincorporated area of San Rafael, County of Marin, State of California and commonly known as _____ and also referred to as Assessor's Parcel Number _____.
- B. DISTRICT desires to acquire ____ (____) permanent easement and/or ____ (____) temporary construction/access easement over a portion of OWNERS' property for the DISTRICT's Santa Venetia Floodwall Project ("Project") to permit the construction, reconstruction, maintenance and use of floodwall improvements on OWNERS' property. The proposed acquisitions are more particularly described on the Easement Deed and Temporary Construction/Access Easement Agreement attached hereto as Exhibits "____" and "____" and made a part hereof.
- C. OWNERS are willing to grant said permanent and temporary easements and DISTRICT agrees to purchase said easements upon the terms and conditions herein.

NOW, THEREFORE, IT IS MUTUALLY UNDERSTOOD AND AGREED as follows:

1. OWNERS shall convey the permanent flood control easement described in Exhibit "B" and depicted in Exhibit "C" by depositing in escrow at _____ an Easement Deed suitable for recordation upon the following terms and conditions:
 - a) DISTRICT shall deposit in escrow the sum of _____ DOLLARS (\$_____) payable contemporaneously with delivery of said deed as consideration for all easements, permanent and temporary, along with all improvements and landscaping therein, as identified in Section __(__), subject to the conditions of subparagraph__.
 - b) The permanent easement shall be conveyed to DISTRICT free and clear of all liens and encumbrances, taxes and assessments, penalties and costs, leases and licenses (recorded or unrecorded), easements, rights-of-way, bonds and any and all restrictions of record other than items numbered _ through _ in Preliminary Report No. _____ dated as of _____ issued by _____, attached hereto as Exhibit "__".
 - c) DISTRICT shall pay all escrow and recording fees incurred in this transaction including the cost of title insurance, if desired by DISTRICT. Evidence of title shall be a standard policy of title insurance issued by the title company that acts as escrow.
2. OWNERS shall convey the temporary construction easement (TCE) as described and depicted in Exhibits "__" and "__" by their acceptance and execution of this contract upon the following terms and conditions:
 - a) DISTRICT shall deposit into escrow the sum stated in paragraph 1.a) as consideration for the permanent easement, the TCE and all improvements and landscaping therein, excepting those improvements, if any, specifically noted herein that will remain or will be restored at the time construction is completed.
 - b) OWNERS agree for the considerations herein to permit and allow DISTRICT, its agents and/or contractors to enter upon that portion of OWNERS' property, as depicted on Exhibit "__" and further described throughout Exhibit "__" on a temporary basis until _____. Execution of the TCE by the parties hereto shall serve as conveyance of the TCE to the DISTRICT. Said TCE shall be for ingress/egress, staging of materials and construction of the project. This permission becomes valid in accordance with section 3 herein and will expire on _____.

3. It is agreed and confirmed by the parties hereto that notwithstanding other provisions of this Contract, the right of possession and use of the property by the DISTRICT, including the right to remove and dispose of landscaping and improvements within the permanent easement area and TCE area shall commence on the date that DISTRICT'S Board of Supervisors approves this Contract and deposit of funds in escrow controlling this transaction, or upon close of escrow, whichever occurs first, and the amount specified in paragraph 1.a) herein includes, full payment for such possession and use.
4. OWNER and DISTRICT understand and agree that the following issues will be addressed during construction of the project in the manner set forth herein:
 - a) DISTRICT shall deliver notice of the construction start date with regard to OWNER'S property, not less than 72 hours in advance, in the manner as prescribed in paragraph 7, herein.
 - b) In addition to the value of the easements, the DISTRICT's payment, as set forth in paragraph 1(a) herein, includes compensation to OWNERS for the following improvements:
 - a) DISTRICT may at it's sole discretion remove any or all of the landscaping (if any) within the permanent easement and TCE areas.
5. DISTRICT as part of the Project will replace the following improvements for the benefit of the property: _____. Owner acknowledges and agrees to accept the improvements upon completion of construction and agrees to be solely responsible for future maintenance of said improvements.
6. The parties agree that placement of permanent improvements will not be permitted within the permanent easement area. Damages that may occur to DISTRICT'S facilities as a result of OWNERS' actions will be the liability of the OWNERS.
7. If this property is secured by a mortgage or deed of trust, OWNERS are responsible for payment of any demand under authority of said mortgage or deed of trust out of OWNERS' proceeds. Such amounts may include, but not be limited to, payments against principal, processing costs or fees, if any. Any demand in excess of the amount set forth

in Paragraph 1 shall be the responsibility of OWNER to resolve with the mortgage or deed of trust holder.

8. Any notice or demand which either the OWNERS or DISTRICT desire to serve upon the other may be served either personally or by depositing the notice or demand in the United States Post Office, postage prepaid, addressed as follows:

OWNERS: _____

DISTRICT: Marin County Public Works Dept.
Real Estate Division
P.O. Box 4186
San Rafael, CA 94913-4186
Attn: _____

9. The parties to this contract agree that the interests to be conveyed by OWNERS do not consist of the residence of OWNERS. Therefore, OWNERS agree that they are not eligible to receive relocation assistance or benefits under the Uniform Relocation Assistance Act.
10. Real Estate commissions will not be paid by DISTRICT under this contract.
11. DISTRICT agrees to indemnify and hold harmless OWNERS from any liability arising out of DISTRICT'S operations under this Contract, except to the extent arising out of the negligent acts or omissions, willful misconduct or illegal acts of OWNERS, its successors or agents. DISTRICT further agrees to assume responsibility for any damages proximately caused by reason of DISTRICT'S operations under this Contract and DISTRICT will, at its option, either repair or pay for such damage.
12. It is agreed that it is not the intent of the DISTRICT to file this Agreement with the Marin County Recorder's Office. The Easement Deed, Exhibit "___", conveying the permanent easement will be filed for record in the Marin County Recorder's Office as described in section 1.

13. This Contract shall be binding upon and inure to the benefit of each of the parties hereto and to their respective successors and assigns.
14. The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Parts 21 and 28 C.F.R. Section 50.3.
15. No person in the United States shall, on the grounds 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 that is the subject of this contract.
16. The parties have set forth the whole of their agreement herein. The performance of this Contract constitutes the entire agreement for the conveyance to DISTRICT of said interests in real property and shall relieve DISTRICT of all further obligations or claims on this account or on account of the location, grade or construction of the proposed public improvement. OWNERS, or OWNERS' representatives, have examined the draft plans showing the location and the proposed manner of construction of the DISTRICT improvement for which the property interests referred to herein are conveyed, attached hereto as Exhibit "H" and made a part hereof. Said draft plans have been reviewed by OWNERS or OWNERS' representatives with a representative of DISTRICT and OWNERS acknowledge that a full and complete explanation of the draft plans has been provided.

SIGNATURE PAGE TO FOLLOW

MARIN COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

_____, _____

Approved as to form.

ATTEST:

District Counsel Deputy Clerk

OWNERS:

By: _____ Date: _____