CITY OF MARTINEZ **CITY COUNCIL AGENDA**
February 18, 2015

TO: Mayor and City Council

FROM: Tim Tucker, City Engineer

SUBJECT: First Amendment to the License Agreement with the Bureau of Reclamation

DATE: February 13, 2015

RECOMMENDATION:

Adopt a resolution authorizing the City Manager to execute the First Amendment to the License to Use Reclamation Right-of-Way, originally dated November 19, 2004.

BACKGROUND:

The recently completed Raw Water Line Replacement Project constructed a new 30-inch water line from the City-owned pump station at the base of Terminal Reservoir (aka Martinez Reservoir) to the City's Water Treatment Plant on Pacheco Boulevard. The project abandoned a portion of the old water line and constructed a new, parallel line that is west of the old pipe located on right-of-way owned by the United States Department of the Interior Bureau of Reclamation (Bureau). The rights to use of the Bureau right-of-way from a license agreement were executed in 2004. The license agreement needs to be amended to reflect the location of the new pipe. Therefore, staff is recommending that the City Council authorizes the City Manager to execute the first amendment to the license agreement. The Contra Costa Water District manages Bureau property in the County, and will execute the license agreement on behalf of the Bureau.

FISCAL IMPACT:

No fiscal impact.

ACTION:

Adopt a resolution authorizing the City Manager to execute the First Amendment to the License to Use Reclamation Right-of-Way, originally dated November 19, 2004.

Attachments:
Resolution
First Amendment to License Agreement

APPROVED BY:
Interim City Manager

RESOLUTION NO. -15

AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO THE LICENSE TO USE RECLAMATION RIGHT-OF-WAY, ORIGINALLY DATED NOVEMBER 19, 2004

WHEREAS, construction of the City of Martinez's Raw Waterline Replacement Project (waterline) required the relocation of the City's 30-inch diameter pipeline outside the existing lease area of the current lease agreement between the City and the United States Department of the Interior Bureau of Reclamation (Bureau) to use the Bureau's Right-of Way; and

WHEREAS, the Contra Costa Water District is the administrator and manager of said Bureau property; and

WHEREAS, the City of Martinez requested said relocation of the waterline line to facilitate construction and avoid existing on-site structures; and

WHEREAS, the Contra Costa Water District approved the revised alignment of the water line; and

WHEREAS, the City of Martinez has recently provided the Contra Costa Water District with an "As Built" construction plan, a legal description and plat map of the proposed new license area; and

WHEREAS, the Contra Costa Water District has reviewed and approved the information, and has forwarded to the City of Martinez the First Amendment to the License to Use Reclamation Right-of-Way for execution.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Martinez hereby authorizes the City Manager of the City of Martinez to execute the First Amendment to the License to Use Reclamation Right-of-Way.

* * * * * *

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution duly adopted by the City Council of the City of Martinez at a Regular Meeting of said Council held on the 18th day of February, 2015, by the following vote:

AYES:

NOES:

ABSENT:

RICHARD G. HERNANDEZ, CITY CLERK
CITY OF MARTINEZ

CVP - 1730 **Contract Number 702118-4**
Unit – 188-A

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Contra Costa Canal, Central Valley Project
FIRST AMENDMENT to
LICENSE TO USE RECLAMATION RIGHT-OF-WAY

THIS FIRST AMENDMENT to Contra Costa Canal, Central Valley Project LICENSE TO USE RECLAMATION RIGHT-OF-WAY ("**FIRST AMENDMENT**") is given this ___ day of _____, 2015 in pursuance of the Act of June 7, 1902 (32 Stat. 388) and Acts amendatory thereof or supplementary thereto, by THE UNITED STATES OF AMERICA, acting by and through its Bureau of Reclamation, Department of the Interior, hereinafter called "United States," represented for the purpose of issuing this **FIRST AMENDMENT**, pursuant to the Memorandum of Agreement (Contract Number 14-06-200-6072A) dated June 28, 1972 relating to details of the Transfer of Operation and Maintenance of the Contra Costa Canal System as amended by Amendment No. 1, dated May 15, 1995, by the officer executing this **FIRST AMENDMENT** to:

City of Martinez
525 Henrietta Street
Martinez, CA 94553-2339
Attn: Joe Enke
Telephone: (925) 372-3524
Fax: 925-254-9684
Email: jenke@cityofmartinez.org

Herein after styled the "Licensee."

RECITALS:

On behalf of the United States, Contra Costa Water District issued a license to Licensee on November 19, 2004, (hereinafter called "License"). A copy of the License is attached as "**Exhibit 1**".

1. The United States and Licensee mutually agree that Exhibits C and D of the License attached hereto as **Exhibit 1** are replaced by **Exhibits C1, D1** and **D2** attached hereto.

2. The United States and Licensee mutually understand and agree that Licensee installed a new 30-inch diameter polyvinyl chloride pipeline (hereinafter called "New Pipeline") within and upon the portions of the property of the United States that is described and shown in **Exhibits C1, D1 and D2** attached hereto.

3. The United States and Licensee mutually agree that the Licensee abandoned Licensee's preexisting steel pipeline (hereinafter called "Old Pipeline") within the portions of the property of the United States that is described and shown in Exhibits C and D of the License attached hereto as **Exhibit 1**.

4. The United States and Licensee mutually agree that Licensee filled the Old Pipeline with concrete and abandoned the pipeline in place.

5. The United States and Licensee mutually agree that the Licensee remains fully responsible for the Old Pipeline, including but not limited to, all costs associated with the removal of the Old Pipeline if the United States or Contra Costa Water District should determine that the Old Pipeline must be removed.

6. All other terms and conditions in the License shall remain unchanged and unaffected by this **FIRST AMENDMENT**.

IN WITNESS WHEREOF this **FIRST AMENDMENT** is given as of the date of execution first above written:

CONTRA COSTA WATER DISTRICT

Approved as to Form:

By: _____
Jerry Brown, General Manager

By: _____
District Counsel

Date: _____

ACCEPTED:

The Licensee, and its authorized representative, by signature below, agrees to the terms and conditions above.

City of Martinez

By: _____
Alan Shear, Acting City Manager

Date: _____

CVP- 1730
Unit – 188 - A

Contract Number – 702118-3

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Contra Costa Canal, Central Valley Project
LICENSE TO USE RECLAMATION RIGHT-OF-WAY

THIS LICENSE is given this 19th day of November 2004 in pursuance of the Act of June 7, 1902 (32 Stat. 388) and Acts amendatory thereof or supplementary thereto, by THE UNITED STATES OF AMERICA, acting by and through its Bureau of Reclamation, Department of the Interior, hereinafter called United States, represented for the purpose of issuing this License, pursuant to the Memorandum of Agreement (Contract Number 14-06-200-6072A) dated June 28, 1972 relating to details of the Transfer of Operation and Maintenance of the Contra Costa Canal System as amended by Amendment No. 1, dated May 15, 1995, by the officer executing this License to:

City of Martinez
525 Henrietta Street
Martinez, CA 94553-2339

hereinafter styled the "Licensee."

RECITALS:

The United States through the Bureau of Reclamation (Reclamation) acquired certain lands for the right-of-way of the Contra Costa Canal System (Canal) in connection with the Central Valley Project, Contra Costa County, California; and

The Contra Costa Water District (District) is responsible for the operation and maintenance of the Contra Costa Canal System; and

Reclamation has determined the requested use, an existing pipeline and an existing raw water pumping plant located at the Martinez Reservoir at Milepost 47.77, in Martinez, California is not, at this time, incompatible with the purpose for which the land was obtained. The effect of this license is to further extend the authorization of the existing use through August 14, 2029. The original license was issued on August 15, 1948 and amended on April 20, 1966, January 26, 1968, March 22, 1979, August 15, 1998 and August 15, 2003.

The Licensee will be responsible for the pipeline that abandoned in place (as described in Exhibit A and shown in Exhibit B attached) and may be required to move the pipeline at the Licensee's cost as agreed to in Exhibit B-1 attached hereto.

IT IS AGREED:

1. Reclamation does, through the duly authorized officer executing this license, hereby consent to Licensee's request to enter onto lands acquired by the United States for the purpose of maintaining and operating the existing pipeline and the existing raw water pumping plant subject to the terms and conditions herein written:

Said lands located in Township 2 North, Range 2 West, M.D.B.M. in Contra Costa County, California, being a portion of the Contra Costa Canal Right-of-Way at Mile Post 47.77. The pipeline area is described in Exhibit C and shown in Exhibit D in the map dated June 24, 2004, prepared by Mark Thomas & Company, both attached hereto. The raw water pumping plant area is described in Exhibit E and shown in Exhibit F in the map dated June 24, 2004, both attached hereto.

2. The Licensee hereby agrees to indemnify and hold harmless the United States, District, 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 or death arising out of the Licensee's activities under this license.

3. Reclamation has waived the value of the right-of-use fee in accordance with 43 CFR 429.4.

4. This License is granted subject to the existing rights in favor of the public or third parties for highways, roads, railroads, telegraph, telephone and electrical transmission lines, canals, laterals, ditches, flumes, siphons, and pipelines on, over, and across said land.

5. This License is personal, revocable, and nontransferable and will become effective on the date hereinabove written and unless otherwise sooner terminated, will continue for twenty-five (25) years, so long as in the opinion of Reclamation it is considered expedient and not detrimental to the public interest, and will be revocable upon thirty (30) days written notice to the Licensee in accordance with the provisions in Article 6. Upon such revocation or termination, the aforesaid structure or structures and all accessories will be removed without delay at the expense of the Licensee. The Licensee will leave the site(s) in a condition satisfactory to Reclamation and District.

6. This License may be revoked by Reclamation upon thirty (30) days written notice to the Licensee if:

(a) The Licensee's use of the land interferes with existing or proposed facilities, or
(b) The Land which is subject to in the License is needed for any United States purpose, or
(c) The United States disposes of its interest in the land contained in this license, or
(d) The Licensee fails to comply with any other terms or conditions of this License and upon notification of the violation, the Licensee fails to adequately cure the violation in a timely manner. Reclamation will have the final determination regarding the adequacy of the cure.

7. The Licensee will not:

(a) Store any hazardous material on the Contra Costa Canal System right-of-way.
(b) Leave waste and debris on the Contra Costa Canal System right-of-way.
(c) Obstruct in any manner the flow of water in the canals, laterals, or drain ditches of the Contra Costa Canal System, or interfere in any way with the construction, operation, and maintenance of any part of said System.

8. The Licensee will comply with all applicable water, ground, and air pollution laws and regulations of the United States, the State of California and local authorities. In addition the Licensee will comply with the following hazardous materials restrictions:

(a) The licensee may not allow contamination or pollution of Federal lands, waters or facilities for which the Licensee has the responsibility for care, operation, and the Licensee maintenance by its employees or agents 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.

(b) The Licensee 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.

(c) "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.

(d) Upon discovery of any event which may or does result in contamination or pollution of Federal lands, waters or facilities, the Licensee 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. Reporting may be within a reasonable time period. A reasonable time period means within twenty-four (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.

(e) Violation of any of the provisions of this Article, as determined by the Contracting Officer, may constitute grounds for termination of this License. Such violations require immediate corrective action by the Licensee and shall make the Licensee 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.

(f) The Licensee agrees to include the provisions contained in paragraphs (a) through (e) of this Article in any subcontract or third-party contract it may enter into pursuant to this License.

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

9. CULTURAL RESOURCES PROTECTION. The Licensee 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 Licensee shall forward a written report of its findings to Reclamation's authorized official within 48 hours. Objects under consideration include, but are not limited to, historic or prehistoric ruins, human remains, or artifacts discovered as the result of activities under this easement. The Licensee shall cease activity, stabilize, and protect such discoveries until authorized to proceed by Reclamation's authorized official. Protective and mitigative measures specified by Reclamation's authorized official shall be the responsibility of the Licensee.

10. DISCOVERY OF HUMAN REMAINS. The Licensee shall immediately provide an oral notification to Reclamation's authorized official of the discovery of human remains on Reclamation land. The Licensee shall forward a written report of its findings to Reclamation's authorized official within 48 hours by certified mail. The Licensee shall cease activity, stabilize, and protect such discoveries until authorized to proceed by the Regional Archaeologist for Reclamation (916-978-5041). Protective and mitigative measures specified by the Regional Archaeologist shall be the responsibility of the Licensee.

11. All improvements and construction will be in compliance with plans and specifications received by Reclamation and the District. A set of final plans will be submitted by the Licensee and a written acceptance from Reclamation must be obtained by the Licensee prior to any on site activity. Any changes to project requirements in subsequent addendums, modifications, change orders, or items agreed to in construction meeting(s) which have the potential to adversely affect Reclamation facilities will be submitted to and accepted by Reclamation and District, and upon acceptance are hereby included and made a part hereof. Copies of all changes to project requirements will be provided to Reclamation and District within five (5) days of their issuance.

12. Installation, operation and maintenance will be conducted in accordance with all applicable Federal, State of California, and local safety and environmental regulations and to the satisfaction of the General Manager, Contra Costa Water District, and the Area Manager, South-Central California Area Office, Bureau of Reclamation. Licensee will notify Reclamation's Operations Division at (559) 487-5116 and District at (925) 688-8076 at least 72 hours prior to initiating any activities on United States lands or facilities. A project construction schedule will be submitted to Reclamation and District prior to the commencement of the project activities pursuant to this License. Any maintenance activities on Reclamation lands after the initial installation will require written approval by Reclamation prior to initiating that activity.

13. All work will be conducted by Licensee or Licensee's contractor with the on-site approval of District. Reclamation reserves the right for its officers, employees, contractors and representatives, and assigns, to have ingress to and egress from said premises for the purpose of exercising, enforcing, and protecting the rights of Reclamation in and on the premises. The Licensee will provide Reclamation and District personnel safe ingress and egress to the Contra Costa Canal System. The Licensee will ensure access for Reclamation and District operation and maintenance

needs during the times of construction and coordinate any closings of access with Reclamation's existing authorized users. The Licensee hereby agrees, when required, to remove the pipeline temporarily to enable the District to perform repair work on the Canal System. All work to remove, replace, or repair the pipeline will be at the full expense of the Licensee.

14. The Licensee must contact the Underground Service Alert (Telephone (800) 227-2600) at least two working days prior to any excavation work to identify any buried utilities within the proposed excavation area.

15. Within 60 days of the completion of the any construction activities licensed herein, Licensee will provide two (2) reproducible "as built" drawing sets to Reclamation.

16. Access to the Contra Costa Canal System, by the Licensee's contractor(s) is restricted to the immediate vicinity of that portion of the Contra Costa Canal System described in Article 1 above.

17. The Licensee and/or its contractor for the duration of contractor's activities will maintain in force, policies of liability insurance, providing limits of not less the $1,000,000 for each person/occurrence and $2,000,000 aggregate for bodily injury or death, and not less than $1,000,000 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 Reclamation. Prior to commencement of said construction, Licensee will cause to be delivered to Reclamation and District a copy of the certificate of insurance reflecting all essential coverage. The endorsement will reference the contract number of this license in the description portion of the endorsement form.

18. Damage to Reclamation property, including but not limited to the Contra Costa Canal, service roads, access roads, culvert crossings, siphon barrel, farm bridge, fence gates and posts resulting from the Licensee's activities under this license will be corrected promptly at Licensee's expense to the satisfaction of Reclamation and District.

19. OFFICIALS NOT TO BENEFIT. No Member of Congress shall be admitted to any share or part of this License or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this License if made with a corporation or company for its general benefit

20. The Licensee warrants that no person or agency has been employed or retained to solicit or secure this License upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except bona fide employees and bona fide commercial agencies maintained by the Licensee for the purpose of securing business. For breach or violation of this warranty, Reclamation will have the right to revoke this License without liability or in its discretion to require the Licensee to pay the full amount of such commission, percentage, brokerage, or contingency fee to the United States.

21. Each provision of this License shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this License 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 License as a whole.

22. Any activity deemed to be illegal on Federal lands will be cause for immediate termination of the use authorization.

23. TERMINATION. This License will terminate and all rights of the Licensee hereunder will cease, and the Licensee will quietly deliver to the United States possession of the premises in like condition as when taken, reasonable wear and damage by the elements excepted:

(a) At the expiration of the term as provided by Article 5; or,

(b) After failure of the Licensee to observe any of the conditions of this License, and on the tenth day following service of written notice on the Licensee, of termination because of failure to observe such condition.

The notices provided by this Article will be served by certified mail addressed to the respective post office addresses given in Article 25 and the mailing of any such notice properly enclosed, addressed, stamped, and certified, will be considered service. If the termination under Article 23 (a) or Article 23 (b) should be effective at a date prior to the date of the termination of the license for which a license fee has been made, an appropriate refund or part of the license fee for such then current license or extension will be made.

If this license is terminated under Article 23 (b), the United States reserves the right to bar the licensee from the authorization to use acquired or withdrawn public land on the Central Valley Project for a period of time, as determined by the Area Manager.

24. Prior to entering the Contra Costa Canal System right-of-way to perform construction or maintenance activities, the Licensee or its contractor shall obtain from the District a Permit for the Temporary Use of Portions of the Canal System. The Licensee's or its contractor(s) and its subcontractors, and their respective officers and employees shall at all times comply with the terms and conditions of said Permit.

25. NOTICE. Except as otherwise expressly provided by law, any and all notices, invoices, or other communication required or permitted by this License or by law to be served on or delivered to or given to a party by another party to this License shall be in writing, and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is directed or, in lieu of such personal service, two (2) days after such written notice is deposited in the United States mail, First Class, postage prepaid, addressed to the party at the address identified in this Article 25 for that party in this License. Any party may change their address for the purpose of this paragraph by giving written notice of such change to each other party in the manner provided in this paragraph.

Reclamation
Contra Costa Water District
Contracting Officer for Reclamation
1331 Concord Avenue
Concord, CA 94520

Licensee
City of Martinez
525 Henrietta Street
Martinez, CA 94553-2394

IN WITNESS WHEREOF this License is given as of the date of execution first above written:

CONTRA COSTA WATER DISTRICT,
Contracting Officer for Reclamation

By: _____
Walter J. Bishop
for Title: General Manager

Approved as to Form:

By: Carl P A Nelson
District Legal Counsel

ACCEPTED:

The Licensee, and its authorized representative, by signature below, agrees to the terms and conditions above.

City of Martinez

By: _____

Title: City Manager

Date: 11/4/24

APN 377-020-048-7

Exhibit "___A___"

Land Description of a parcel of land, prepared in the office from record information, situate in the City of Martinez, Contra Costa County, State of California; same parcel being a portion of that certain parcel of land described as Tract No. 2 in a Deed conveyed to the **United States of America** recorded September 3, 1943 in Book 663, at Page 58 in the Official Records of said County; same parcel being more particularly described as follows:

Commencing at standard county brass disc monument in the intersection of Pacheco Boulevard and Howe Road; **Thence** across the right of way of Howe Road, South 02° 10' 18" East – 323.26 feet to a standard county brass disc monument found and South 00° 45' 52" East – 93.63 feet to a standard county brass disc monument; **Thence** leaving the right of way of Howe Road and across the said USA parcel, South 69° 27' 55" East – 320.76 feet for the **Point of Beginning** hereof; **Thence** continuing across the said USA parcel for the following twelve (12) courses: (1) South 86° 20' 49" East – 7.43 feet, (2) South 03° 22' 14" West – 62.34 feet, (3) South 86° 37' 51" East – 2.32 feet, (4) South 03° 36' 20" West – 134.63 feet, (5) South 16° 03' 36" East – 200.16 feet, (6) South 31° 09' 54" East – 25.32 feet, (7) South 81° 32' 41" East – 18.50 feet, (8) South 08° 27' 19" West – 10.00 feet, (9) North 81° 32' 41" West – 23.20 feet, (10) North 31° 09' 54" West – 31.35 feet, (11) North 16° 03' 36" West – 203.22 feet, (12) North 03° 36' 20" East – 198.70 feet to the **Point of Beginning**.

Containing 0.1 acres of land area, more or less.

This description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

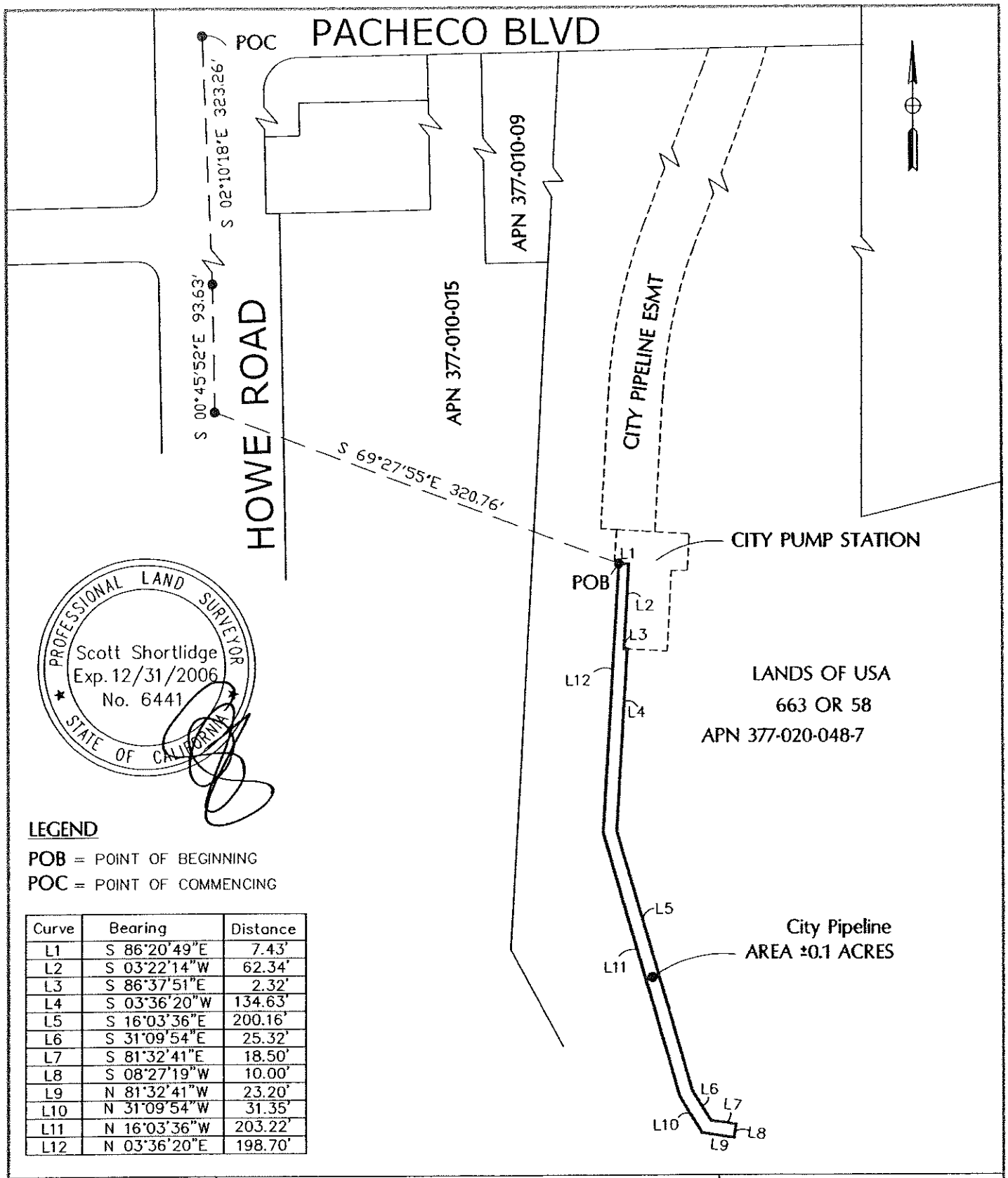
Scott A. Shortlidge 7-16-2004

Scott Shortlidge
Professional Land Surveyor
California No. 6441

Date

LICENSED LAND SURVEYOR
SCOTT A. SHORTLIDGE
Exp. 12/31/06
Nº 6441
STATE OF CALIFORNIA

Exhibit "B"



PROFESSIONAL LAND SURVEYOR
Scott Shortlidge
Exp. 12/31/2006
No. 6441
STATE OF CALIFORNIA

LEGEND

POB = POINT OF BEGINNING
POC = POINT OF COMMENCING

Curve	Bearing	Distance
L1	S 86°20'49"E	7.43'
L2	S 03°22'14"W	62.34'
L3	S 86°37'51"E	2.32'
L4	S 03°36'20"W	134.63'
L5	S 16°03'36"E	200.16'
L6	S 31°09'54"E	25.32'
L7	S 81°32'41"E	18.50'
L8	S 08°27'19"W	10.00'
L9	N 81°32'41"W	23.20'
L10	N 31°09'54"W	31.35'
L11	N 16°03'36"W	203.22'
L12	N 03°36'20"E	198.70'

Mark Thomas & Company, Inc.	City Pipeline To Be Abandoned	In Contra Costa County, California
Scale 1" = 100' Date 24-June-2004 Drawn By KS Checked By SAS	Plat to Accompany Legal Description	07/16/2004

Contra Costa Water District – Record Easements – Job No. 24-53008

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*-----------------------------------------------------------------------------
* Prepared by:
* Routine: Area Summary  Coord File 24-53008.CRD   6/18/04 13:39:23
* Input Scale Factor: 1.000000    Output Scale Factor: 1.000000
*-----------------------------------------------------------------------------
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Abandoned Pipeline

Pt.No.	Angle-Right	Bearing	Distance	Pt.No.
2020		S 86ø20'49"E	7.43	2018
2018	269ø43'04"	S 03ø22'14"W	62.34	2017
2017	89ø59'55"	S 86ø37'51"E	2.32	2021
2021	270ø14'11"	S 03ø36'20"W	134.63	2022
2022	160ø20'04"	S 16ø03'36"E	200.16	2023
2023	164ø53'41"	S 31ø09'54"E	25.32	2024
2024	129ø37'13"	S 81ø32'41"E	18.50	2025
2025	270ø00'00"	S 08ø27'19"W	10.00	2026
2026	270ø00'00"	N 81ø32'41"W	23.20	2027
2027	230ø22'47"	N 31ø09'54"W	31.35	2028
2028	195ø06'19"	N 16ø03'36"W	203.22	2029
2029	199ø39'56"	N 03ø36'20"E	198.70	2020

Perimeter: 917.17 Accum.Perimeter: 917.17

Sq. Feet: 4335 Acres: 0.1
Accum. - Sq. Feet: 4335 Acres: 0.1

Exhibit "B-1"

RECEIVED Proj File.
SEP 15 2003
STEPHEN J. WELCH

City of Martinez
525 Henrietta Street, Martinez, CA 94553-2394

September 12, 2003

Stephen J. Welch, P.E., S.E.
Director of Engineering
Contra Costa Water District
P.O. Box H2O
Concord, CA 94520-2099

Re: Abandonment of the Existing Raw Water Line
Martinez Reservoir Outlet Pipeline Replacement Project.

Dear Mr. Welch:

The City of Martinez (City) approved plans for the above referenced project indicates that the City's existing raw water line is to be abandoned in place. The City recognizes that Article 15 of Contract 702118 between the City and the United States Bureau of Reclamation provides that in the future the City may be required to remove the abandoned pipe at our cost once the new pipe is put in-service.

Sincerely,

Tim Tucker, P.E.
City Engineer

APN 377-020-048-7

Exhibit "___C___"

Land Description of a parcel of land, prepared in the office from record information, situate in the City of Martinez, Contra Costa County, State of California; same parcel being a portion of that certain parcel of land described as Tract No. 2 in a Deed conveyed to the **United States of America** recorded September 3, 1943 in Book 663, at Page 58 in the Official Records of said County; same parcel being more particularly described as follows:

Commencing at standard county brass disc monument in the intersection of Pacheco Boulevard and Howe Road; **Thence** across the right of way of Howe Road, South 02° 10' 18" East – 323.26 feet to a standard county brass disc monument and South 00° 45' 52" East – 93.63 feet to a standard county brass disc monument; **Thence** leaving the right of way of Howe Road and across the said USA parcel, South 73° 11' 18" East – 299.79 feet for the **Point of Beginning** hereof; **Thence** continuing across the said USA parcel for the following six (6) courses: (1) North 03° 36' 20" East – 100.71 feet for the beginning of a curve to the right, (2) in a northeasterly direction 123.86 feet along the arc of said curve to the right, having a radius of 411.54 feet and through a central angle of 17° 14' 40", (3) North 20° 51' 00" East – 122.57 feet for the beginning of a curve to the left, (4) in a northerly direction 61.75 feet along the arc of said curve to the left, having a radius 311.19 feet and through a central angle of 11° 22' 12", (5) North 63° 35' 39" West – 96.43 feet, and (6) North 01° 40' 00" West – 12.00 feet more or less to the point of intersection with the north line of the said USA parcel; **Thence** along the north line of the USA parcel, North 89° 00' 07" East – 20.00

APN 377-020-048-7

Exhibit "C"

feet; **Thence** leaving the north line of and crossing through the said USA parcel for the following six (6) courses: (1) South 63° 35' 39" East – 120.00 feet for the beginning of a curve to the right, from which the center bears North 81° 54' 54" West, (2) in a southerly direction 78.24 feet along the arc of said curve to the right, having a radius of 351.19 feet and through a central angle of 12° 45' 54", (3) South 20° 51' 00" West – 122.57 feet for the beginning of a curve to the left, (4) in a southwesterly direction 111.82 feet along the arc of said curve to the left, having a radius 371.54 feet and through a central angle of 17° 14' 40", (5) South 03° 36' 20" West – 100.73 feet, and (6) North 86° 22' 15" West – 40.00 feet to the **Point of Beginning**.

Containing 0.43 acres of land area, more or less.

This description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

LICENSED LAND SURVEYOR
SCOTT A. SHORTLIDGE
Exp. 12/31/06
№ 6441
STATE OF CALIFORNIA

7-16-2004

Scott Shortlidge
Professional Land Surveyor
California No. 6441

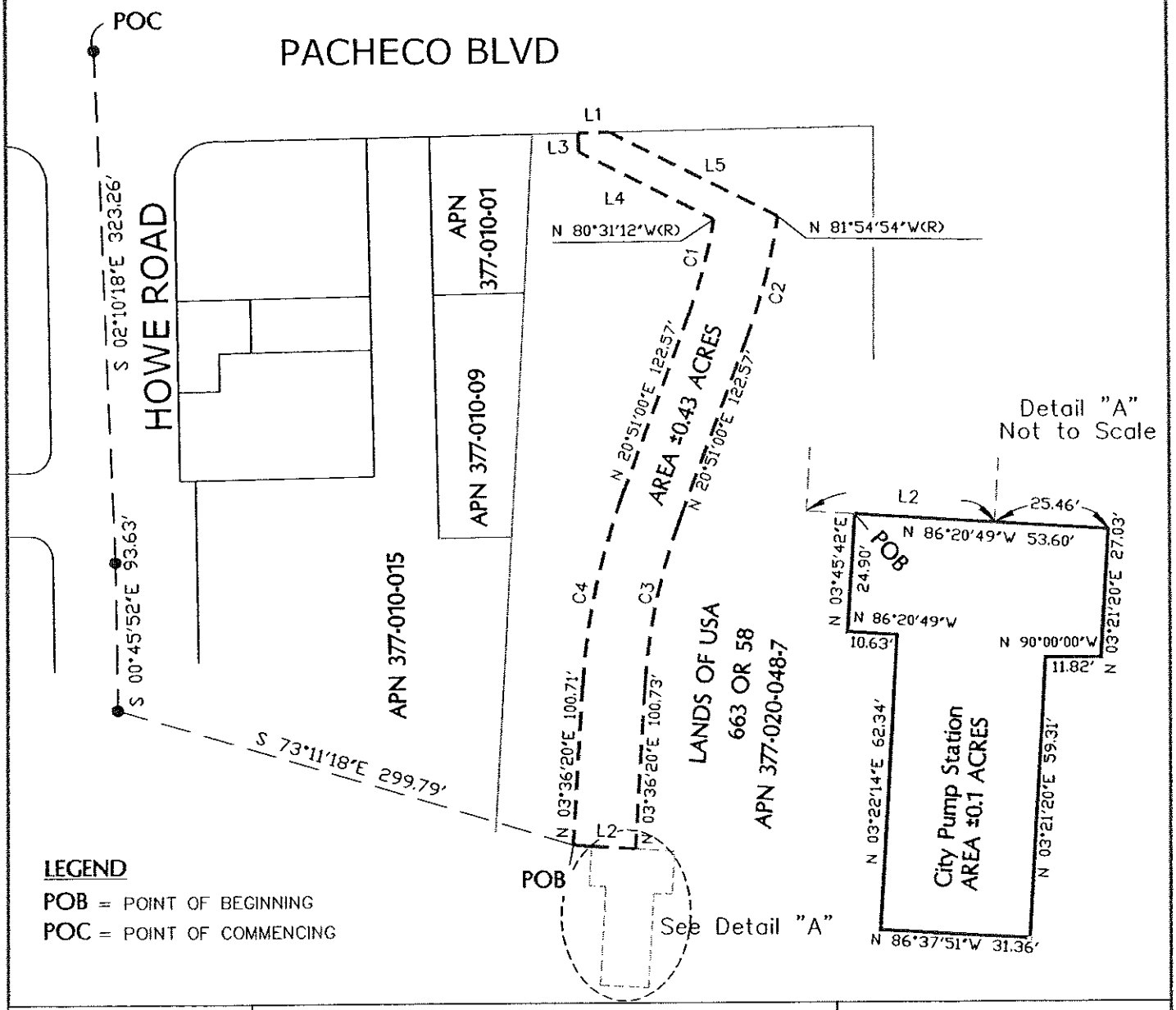
Date

Exhibit "D"

PROFESSIONAL LAND SURVEYOR
Scott Shortlidge
Exp. 12/31/2006
No. 6441
STATE OF CALIFORNIA

Curve	Radius	Length	Delta
C1	311.19'	61.75'	11°22'12"
C2	351.19'	78.24'	12°45'54"
C3	371.54'	111.82'	17°14'40"
C4	411.54'	123.86'	17°14'40"

Line	Bearing	Distance
L1	N 89°00'07"E	20.00'
L2	N 86°22'15"W	40.00'
L3	N 01°40'00"W	12.00'
L4	N 63°35'39"W	96.43'
L5	N 63°35'39"W	120.00'



LEGEND

POB = POINT OF BEGINNING
POC = POINT OF COMMENCING

Mark Thomas & Company, Inc.	City Pipeline & Pumpstation	In Contra Costa County, California
Scale 1" = 100' Date 24-June-2004 Drawn By KS Checked By SAS	Plat to Accompany Legal Description	07/16/2004

Y:\SURVEYS\Projects\24-53008\Drawings\City Pipeline easement.dwg

Contra Costa Water District – Record Easements – Job No. 24-53008

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*-----------------------------------------------------------------------
* Prepared by:
* Routine: Area Summary  Coord File 24-53008.CRD   7/16/04  8:37:25
* Input Scale Factor: 1.000000    Output Scale Factor: 1.000000
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City Pipeline easement

Pt.No.	Angle-Right	Bearing	Distance	Pt.No.
2048		N 89ø00'07"E	20.00	2049
2049	207ø24'14"	S 63ø35'39"E	120.00	2052

CURVE DEF: Arc — CURVE DIR: CW
RAD: 351.19 — LEN: 78.24 — TAN: 39.28 — CEN. ANG: 12ø45'54"
CHORD: 78.08 — MO: 2.18 — EXT: 2.19 — DEGREE: 16ø18'53"
SEG: 113 — TRI: 13625 — SEC: 13739

2052	341ø40'45"	N 81ø54'54"W	351.19	2002
2002	12ø45'54"	S 69ø09'00"E	351.19	2003
2052	258ø03'42"	S 14ø28'03"W	78.08	2003
2003	186ø22'57"	S 20ø51'00"W	122.57	2004

CURVE DEF: Arc — CURVE DIR: CCW
RAD: 371.54 — LEN: 111.82 — TAN: 56.34 — CEN. ANG: 17ø14'40"
CHORD: 111.40 — MO: 4.20 — EXT: 4.25 — DEGREE: 15ø25'16"
SEG: 312 — TRI: 20461 — SEC: 20773

2004	90ø00'00"	S 69ø09'00"E	371.54	2005
2005	342ø45'20"	N 86ø23'40"W	371.54	2006
2004	171ø22'40"	S 12ø13'40"W	111.40	2006
2006	171ø22'40"	S 03ø36'20"W	100.73	2007
2007	270ø01'25"	N 86ø22'15"W	40.00	2008
2008	269ø58'35"	N 03ø36'20"E	100.71	2009

CURVE DEF: Arc — CURVE DIR: CW
RAD: 411.54 — LEN: 123.86 — TAN: 62.40 — CEN. ANG: 17ø14'40"
CHORD: 123.40 — MO: 4.65 — EXT: 4.70 — DEGREE: 13ø55'20"
SEG: 383 — TRI: 25104 — SEC: 25487

2009	270ø00'00"	S 86ø23'40"E	411.54	2005
Pt.No.	Angle-Right	Bearing	Distance	Pt.No.
2005	17ø14'40"	N 69ø09'00"W	411.54	2010
2009	188ø37'20"	N 12ø13'40"E	123.40	2010
2010	188ø37'20"	N 20ø51'00"E	122.57	2011

CURVE DEF: Arc — CURVE DIR: CCW
RAD: 311.19 — LEN: 61.75 — TAN: 30.98 — CEN. ANG: 11ø22'12"
CHORD: 61.65 — MO: 1.53 — EXT: 1.54 — DEGREE: 18ø24'43"
SEG: 63 — TRI: 9546 — SEC: 9609

2011	90ø00'00"	N 69ø09'00"W	311.19	2002
2002	348ø37'48"	S 80ø31'12"E	311.19	2051
2011	174ø18'54"	N 15ø09'54"E	61.65	2051
2051	101ø14'27"	N 63ø35'39"W	96.43	2050
2050	241ø55'39"	N 01ø40'00"W	12.00	2048

Perimeter: 1110.69 Accum.Perimeter: 1110.69

Accum. - Sq. Feet: 18707 Acres: 0.43

APN 377-020-048-7

Exhibit "___E__"

Land Description of a parcel of land, prepared in the office from record information, situate in the City of Martinez, Contra Costa County, State of California; same parcel being a portion of that certain parcel of land described as Tract No. 2 in a Deed conveyed to the **United States of America** recorded September 3, 1943 in Book 663, at Page 58 in the Official Records of said County; same parcel being more particularly described as follows:

Commencing at standard county brass disc monument in the intersection of Pacheco Boulevard and Howe Road; **Thence** through the right of way of Howe Road, South 02° 10' 18" East – 323.26 feet to a standard county brass disc monument and South 00° 45' 52" East – 93.63 feet to a standard county brass disc monument; **Thence** leaving the right of way of Howe Road and across the said USA parcel, South 73° 41' 08" East – 311.35 feet for the **Point of Beginning** hereof; **Thence** continuing across the said USA parcel for the following eight (8) courses: (1) South 86° 20' 49" East – 53.60 feet, (2) South 03° 21' 20" West – 27.03 feet, (3) North 90° 00' 00" West – 11.82 feet, (4) South 03° 21' 20" West – 59.31 feet, (5) North 86° 37' 51" West – 31.36 feet, (6) North 03° 22' 14" East – 62.34 feet, (7) North 86° 20' 49" West – 10.63 feet, (8) North 03° 45' 42" East – 24.90 feet to the **Point of Beginning**.

Containing 0.1 acres of land area, more or less.

This description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

LICENSED LAND SURVEYOR
SCOTT A. SHORTLIDGE
Exp. 12/31/06
№ 6441
STATE OF CALIFORNIA

7-16-2004

Scott Shortlidge
Professional Land Surveyor
California No. 6441

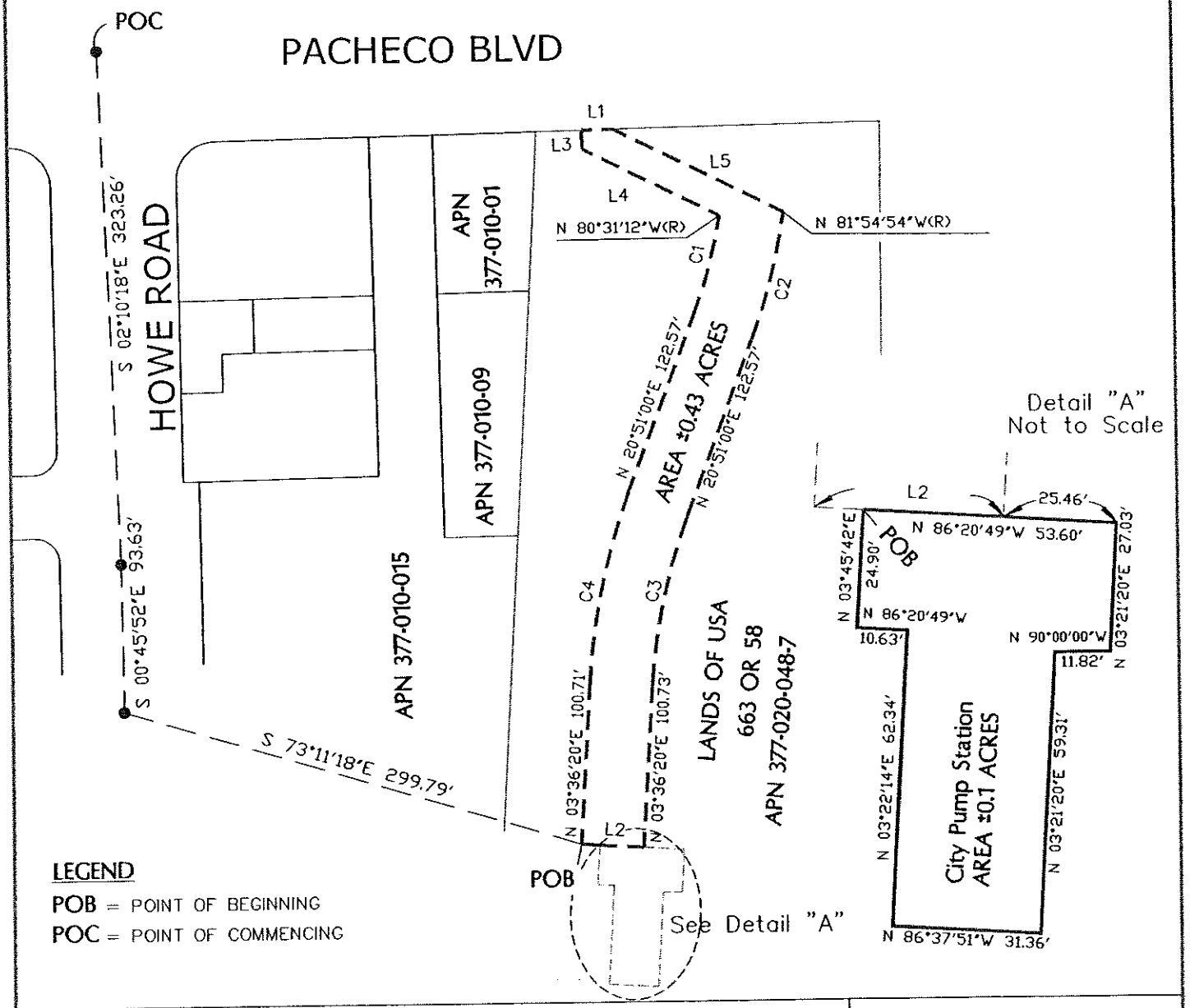
Date

Exhibit "F"

PROFESSIONAL LAND SURVEYOR
Scott Shortlidge
Exp. 12/31/2006
No. 6441
STATE OF CALIFORNIA

Curve	Radius	Length	Delta
C1	311.19'	61.75'	11°22'12"
C2	351.19'	78.24'	12°45'54"
C3	371.54'	111.82'	17°14'40"
C4	411.54'	123.86'	17°14'40"

Line	Bearing	Distance
L1	N 89°00'07"E	20.00'
L2	N 86°22'15"W	40.00'
L3	N 01°40'00"W	12.00'
L4	N 63°35'39"W	96.43'
L5	N 63°35'39"W	120.00'



LEGEND

POB = POINT OF BEGINNING
POC = POINT OF COMMENCING

Mark Thomas & Company, Inc.	City Pipeline & Pumpstation	In Contra Costa County, California
Scale 1" = 100' Date 24-June-2004 Drawn By KS Checked By SAS	Plat to Accompany Legal Description	07/16/2004

Y:\SURVEYS\Projects\24-53008\Drawings\City Pipeline easement.dwg

Contra Costa Water District – Record Easements – Job No. 24-53008

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*-----------------------------------------------------------------------
* Prepared by:
* Routine: Area Summary  Coord File 24-53008.CRD   6/18/04 13:39:11
* Input Scale Factor: 1.000000    Output Scale Factor: 1.000000
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City Pump Station

Pt.No.	Angle-Right	Bearing	Distance	Pt.No.
2012		S 86ø20'49"E	53.60	2013
2013	269ø42'10"	S 03ø21'20"W	27.03	2014
2014	266ø38'40"	N 90ø00'00"W	11.82	2015
2015	93ø21'20"	S 03ø21'20"W	59.31	2016
2016	270ø00'49"	N 86ø37'51"W	31.36	2017
2017	270ø00'05"	N 03ø22'14"E	62.34	2018
2018	90ø16'56"	N 86ø20'49"W	10.63	2019
2019	270ø06'31"	N 03ø45'42"E	24.90	2012

Perimeter: 281.00 Accum.Perimeter: 281.00

Sq. Feet: 3319 Acres: 0.1
Accum. - Sq. Feet: 3319 Acres: 0.1

Exhibit C1

WATER LINE EASEMENT
LEGAL DESCRIPTION

That certain real property situated in the City of Martinez, County of Contra Costa, State of California, being a portion of that certain parcel of land described as Tract No. 2 in a Deed conveyed to the United States of America recorded September 3, 1943 in Book 663, at Page 58 of Official Records of Contra Costa County, said property being more particularly described as follows:

BEGINNING at a point on the north line of said USA parcel, said line also being the southerly line of Pacheco Boulevard, said point also being located South 79°52'28" East 303.98 feet from a standard county brass disk monument at the intersection of Pacheco Boulevard and Howe Road; thence along said north line North 89°00'07" East 20.00 feet; thence leaving last said line, South 00°00'00" West 25.80 feet; thence South 47°46'45" East 91.58 feet; thence South 19°43'15" West 21.55 feet; thence South 07°58'15" West 37.55 feet; thence South 05°42'41" West 82.85 feet; thence South 06°26'44" West 150.76 feet; thence South 04°18'17" West 90.06 feet; thence North 85°41'43" West 40.00 feet; thence North 04°18'17" East 90.80 feet; thence North 06°26'44" East 151.26 feet; thence North 05°42'41" East 83.38 feet; thence North 07°58'15" East 42.45 feet; thence North 19°43'15" East 20.59 feet; thence North 47°46'45" West 65.43 feet; thence North 00°00'00" West 34.31 feet to the point of beginning.

Containing 17,956 square feet (0.404 acres) more or less.

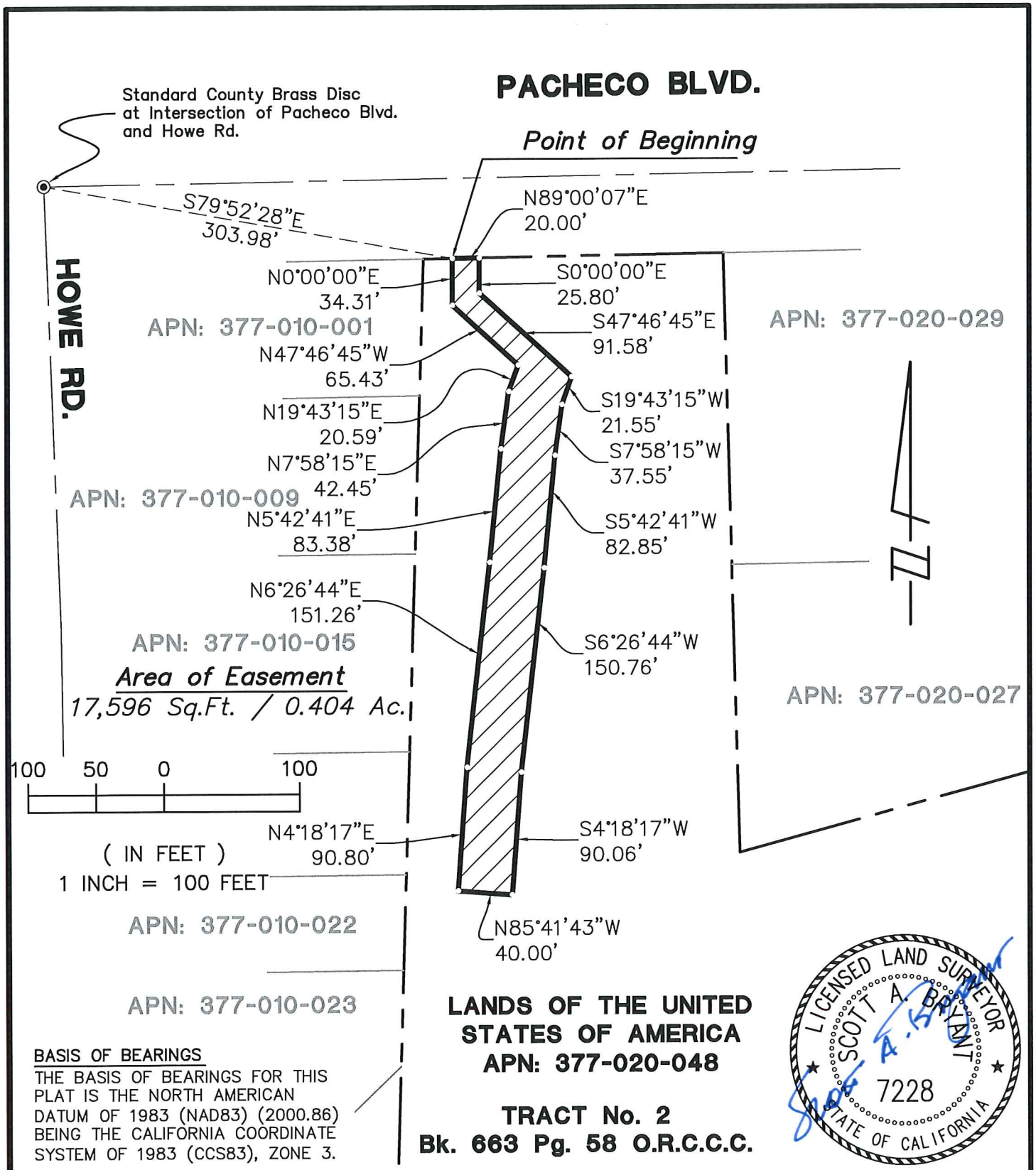
The Basis of Bearings for this description is the North American Datum of 1983 (NAD83) (2000.86) being the California Coordinate System of 1983 (CCS83), Zone 3.

End of Description

LICENSED LAND SURVEYOR
SCOTT A. BRYANT
No. 7228
STATE OF CALIFORNIA

P:\6MAR170101\SURVEY\LEGALS\USA-WaterEasement.docx

Exhibit D1



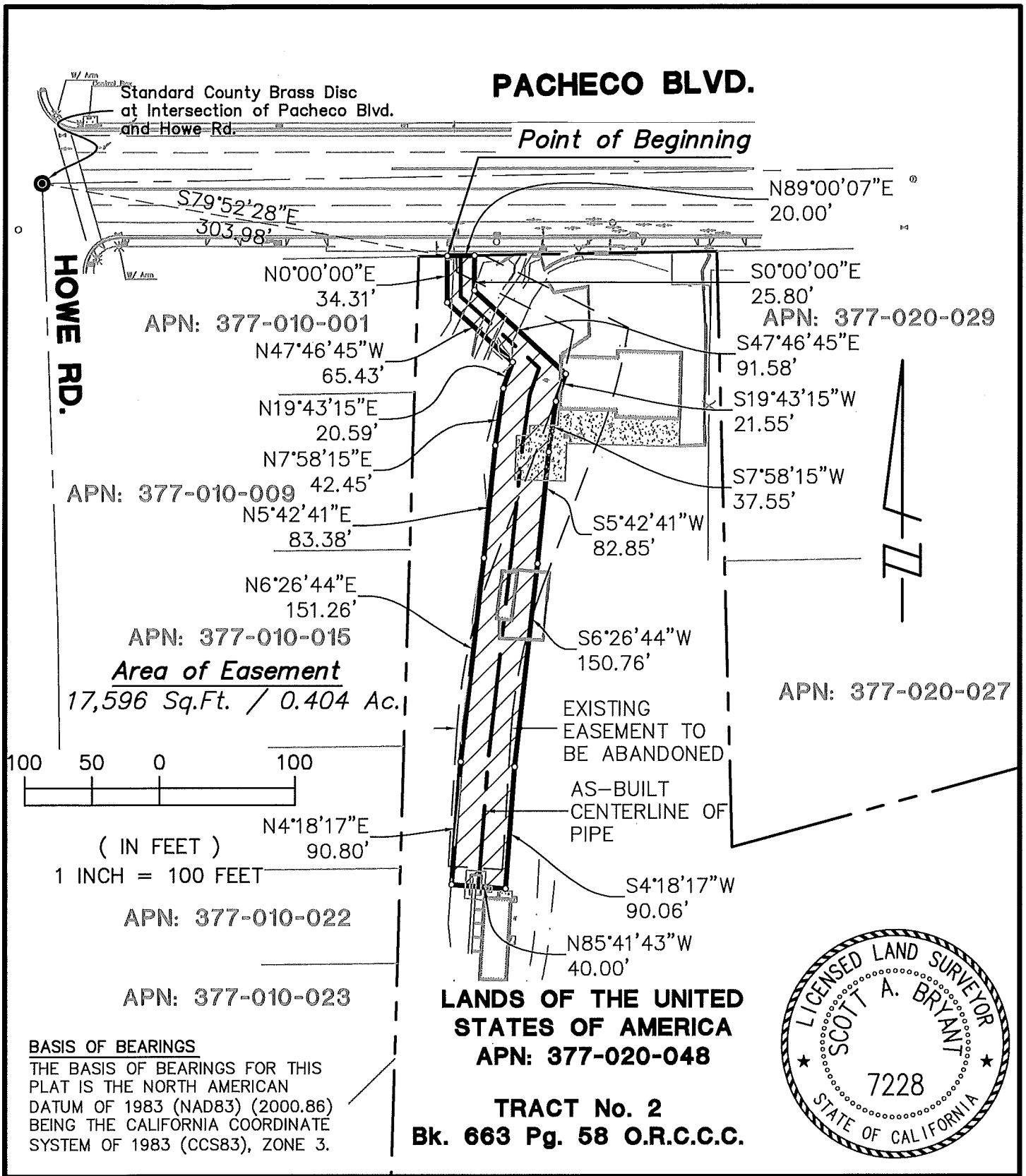
LANDS OF THE UNITED STATES OF AMERICA
WATER LINE EASEMENT

CITY OF MARTINEZ | COUNTY OF CONTRA COSTA | STATE OF CALIFORNIA

DATE: 04/17/2014	SCALE: 1" = 100'	**PSOMAS**
DRWN. BY: ADF CHK. BY: SAB	SHEET 1 OF 1	1075 Creekside Ridge Drive, Suite 200 Roseville, CA 95678 (916) 788-8122 (916) 788-0600 (FAX)

Plotted: Apr/18/2014 9:51 AM | By: Afoster
DWG: P:\6MAR170101\SURVEY\DWG\X-EX-MARRWL-ESMNT.dwg

Exhibit D2



BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS PLAT IS THE NORTH AMERICAN DATUM OF 1983 (NAD83) (2000.86) BEING THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE 3.

LANDS OF THE UNITED STATES OF AMERICA
WATER LINE EASEMENT

CITY OF MARTINEZ | COUNTY OF CONTRA COSTA | STATE OF CALIFORNIA

DATE: 04/28/2014	SCALE: 1" = 100'	**PSOMAS**
DRWN. BY: ADF CHK. BY: SAB	SHEET 1 OF 1	1075 Creekside Ridge Drive, Suite 200 Roseville, CA 95678 (916) 788-8122 (916) 788-0600 (FAX)

Plotted: Apr/28/2014 7:53 AM | By: Afoster
DWG: P:\6MAR170101\SURVEY\DWG\X-EX-MARRWL-ESMNTwABANDONMENT.dwg