

**STATE ROUTE 4  
BYPASS AUTHORITY**

SB

**TO:** Board of Directors  
**FROM:** Dale Dennis, Program Manager

**DATE:** October 12, 2006

**SUBJECT:** State Route 4 Bypass Project, Segment 3. Brentwood Area.  
Project No.: 4660-6X4493 ACCT: 3540 TASK: ACQ

**Recommendation:**

A. **APPROVE** the Right of Way Contracts and **ACCEPT** the Grant Deeds and Grant of Easements listed below:

<u>Grantors</u>	<u>Document</u>	<u>Date</u>	<u>Payee</u>	<u>Amount</u>
Alice J. Bunn	59658 & 59659	9/14/06	Placer Title Company Escrow #615-8014 & 8015 1981 N. Broadway #100 Walnut Creek, CA 94596	\$42,400.00
Francis Mello Debbie Mello	59661	9/19/06	Placer Title Company Escrow #615-7879 1981 N. Broadway #100 Walnut Creek, CA 94596	\$37,000.00
Susan L. Pacini	59666	9/22/06	Placer Title Company Escrow #615-7876 1981 N. Broadway #100 Walnut Creek, CA 94596	\$19,600.00
Leonard P. Mello Virginia Mello Olive Borba Aguiar	59662	9/7/06	Placer Title Company Escrow #615-7880 1981 N. Broadway #100 Walnut Creek, CA 94596	\$20,800.00

**ACTION OF BOARD ON** \_\_\_\_\_

**APPROVED AS RECOMMENDED** \_\_\_ **OTHER** \_\_\_

**VOTE OF DIRECTORS**  
 \_\_\_\_\_ UNANIMOUS (ABSENT \_\_\_\_\_)  
 AYES: \_\_\_\_\_ NOES: \_\_\_\_\_  
 ABSENT: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Directors on the date shown.

**ATTESTED:** \_\_\_\_\_  
Secretary to the Authority

CSP:ld  
 G:\RealProp\SR4Bypass\2006sr4\Board Action Items 06\StaffReport-RP-October 12-06.doc  
 cc: Carmen Piña-Sandoval, Real Property  
 David Kramer, Real Property  
 PW Accounting

A.	<u>Grantors</u>	<u>Document</u>	<u>Date</u>	<u>Payee</u>	<u>Amount</u>
	Anthony L. Silva	59660	9/19/06	Placer Title Company Escrow #615-7878 1981 N. Broadway #100 Walnut Creek, CA 94596	\$2,600.00
	Carmen A. Silva		9/25/06		
	George F. Silva				
	Bertha A. Silva				
	Olive Borba Silva				
	Leonard P. Mello				
	Virginia M. Mello				
	Francis C. Mello				
	Debbie A. Mello				
	Galen R. Young				
	Mary M. Young				
	Gary Daniel Souza				
	Suzanne M. S. Shishnia				

- B. **AUTHORIZE** the Secretary or Designee to execute said Right of Way Contracts on behalf of the State Route 4 Bypass Authority (Authority).
- C. **APPROVE** payments as listed above for said property rights and **AUTHORIZE** the Auditor-Controller to issue checks in said amounts payable to listed payees, to be forwarded to the Real Property Division for delivery.
- D. **DIRECT** the Real Property Division of Contra Costa County to the above referenced Grant Deeds and Grant of Easements delivered to Placer Title Company for recording in the office of the Contra Costa County Recorder.

**Discussion:**

These property rights are required for the State Route 4 Bypass –Segment 3 project in accordance with approved plans and specifications. Payment totaling \$119,800.00 for the purchase of these property rights comes from State Route 4 Bypass funds.

If the Authority were not to acquire these property rights, the project will not have sufficient land rights to allow construction in accordance with the approved plans and specifications.

Recording Requested By:  
State Route 4 Bypass Authority

*COPY*

When Recorded Return to:

Contra Costa County  
Public Works Department  
255 Glacier Dr.  
Martinez, CA 94553  
Attn: Carmen Piña-Sandoval

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Portions of APN 011-100-013 and 017  
Title Company Order No. 615-8014 & 8015

District	County	Route	Parcel No.	Project No.
4	CC	SR4 Bypass	59658 and 59659	4660-6X4493

## GRANT DEED

For Value Received, Alice June Bunn, Trustee of the Alice June Bunn Family Trust, Under Trust dated July 28, 1994,

**GRANT** to STATE ROUTE 4 BYPASS AUTHORITY, a joint powers agency, the following described real property in the City of Byron, unincorporated area of the County of Contra Costa, State of California.

**FOR DESCRIPTION SEE EXHIBITS "A" ATTACHED HERETO AND MADE A PART HEREOF.**

The grantor further understands that the present intention of the grantee is to construct and maintain a public highway on the lands hereby conveyed in fee and the grantor, for himself, his successors and assigns, hereby waives any claims for any and all damages to grantor's remaining property contiguous to the property hereby conveyed by reason of the location, construction, landscaping or maintenance of said highway.

Dated this 14<sup>th</sup> day of September, 2006.

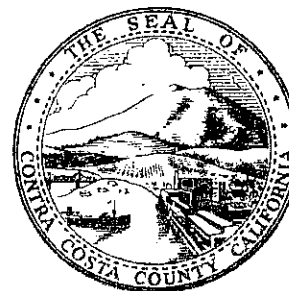
By Alice June Bunn, Trustee  
Alice June Bunn, Trustee

STATE OF CALIFORNIA       )  
COUNTY OF CONTRA COSTA   )

On September 14, 2006, before me, Carmen Piña-Sandoval, Deputy Clerk of the Board of Supervisors, Contra Costa County, personally appeared Alice June Bunn, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity(ies), and that by her signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.

In witness whereof, I have hereunto set my hand the day and year first above written.

Signature *Carmen Piña-Sandoval* (Seal)  
Deputy Clerk



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9/15/06



State Route 4 Bypass Segment 3  
Bunn  
Portion of APN 011-100-013  
Parcel Number 59658  
Drawing No. RW 8943-2004

## EXHIBIT "A"

Real property in an unincorporated area of the County of Contra Costa, State of California, being a portion of the NE 1/4 of Section 33, Township 1 North, Range 3 East, Mount Diablo Meridian, also being a portion of the property described in the deed to Alice June Bunn, Trustee recorded August 19, 1994 in Series Number 94-209964, Contra Costa County records, described as follows:

### **Parcel 1 (59658-1) – Fee Title**

Commencing at the southeast corner of said Bunn property (94-209964), also being the centerline of Byron Highway (State Route 4); thence along the south line of said Bunn property, south 89°19'49" east, 9.144 meters (the bearing of south 89°19'49" east being taken for the purpose of this description) to the westerly right of way line of said Byron Highway, and the Point of Beginning; thence from said Point of Beginning, and along said westerly line, north 1°08'57" east, 78.331 meters, to the northerly line of said Bunn property (94-209964), also being the southerly line of Parcel "A" as shown on Subdivision MS 126-79, filed May 13, 1981 in Book 94 of Parcel Maps at page 43, Contra Costa County records; thence along said northerly line, north 89°19'49" west, 10.059 meters; thence south 1°08'57" west, 78.331 meters to a point on the southerly line of said Bunn property (94-209964); thence along said line south 89°19'49" east, 10.059 meters to the Point of Beginning.

Containing an area of 788 square meters of land, more or less.

### **Excepting Therefrom:**

An undivided 1/2 interest in all oil, gas, casinghead gasoline, and other hydrocarbon and mineral substances below a point 500 feet below the surface of said land, together with the right to take, remove, mine, pass through and dispose of all said oil, gas, casinghead gasoline and other hydrocarbon and mineral substances, but without any right whatsoever to enter upon the surface of said land or upon any part of said land, as reserved in the deed executed by

Mabel Wills Harley, a widow, recorded July 12, 1970 in Book 6175 of Official Records at Page 307.

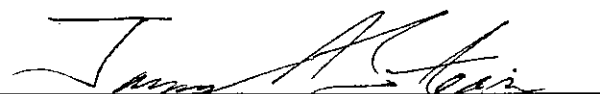
**Reserving Therefrom:**

The remaining 1/2 interest in all oil, gas, casinghead gasoline, and other hydrocarbon and mineral substances below a point 500 feet below the surface of said land, together with the right to take, remove, mine, pass through and dispose of all said oil, gas, casinghead gasoline and other hydrocarbon and mineral substances, but without any right whatsoever to enter upon the surface of said land or upon any part of said land, is reserved to the grantor.

Bearings are based on the California Coordinate System Zone III (CCS83). Distances given are grid distances. To obtain ground distance, multiply distance given by 1.0000676.

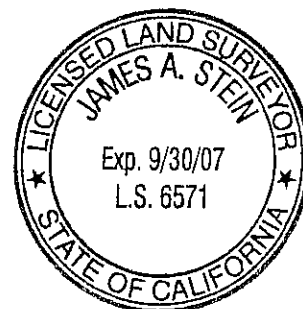
Distances shown are in meters. Multiply distances shown by 3.28083333 to convert to U.S. survey foot. Areas shown are in square meters, multiply areas by 10.764 to convert to square feet.

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

Signature: 

Licensed Land Surveyor  
Contra Costa County Public Works

Date: 9/11/06





State Route 4 Bypass Segment 3  
Bunn  
Portion of APN 011-100-017  
Parcel Number 59659  
Drawing No. RW 8943-2004

## EXHIBIT "A"

Real property in an unincorporated area of the County of Contra Costa, State of California, being a portion of the NE 1/4 of Section 33, Township 1 North, Range 3 East, Mount Diablo Meridian, also being a portion of the property described in the deed to Alice June Bunn, Trustee recorded August 27, 1996 in Series Number 96-160135, Contra Costa County records, described as follows:

### **Parcel 1 (59659-1) – Fee Title**

Commencing at the northeast corner of said Bunn property (96-160135), also being the centerline of Byron Highway (State Route 4); thence along the north line of said Bunn property, north 89°19'49" west, 9.144 meters (the bearing of north 89°19'49" west being taken for the purpose of this description) to the westerly right of way line of said Byron Highway, and the Point of Beginning; thence from said Point of Beginning, along said westerly line, south 1°08'57" west, 53.802 meters to the northerly line of the parcel of land granted to the State of California in the deed recorded November 8, 1971 in Book 6515 of Official Records at Page 259; thence along said line, and its westerly prolongation, north 89°19'49" west, 10.059 meters; thence north 1°08'57" east, 53.802 meters to the northerly line of said Bunn property (96-160135); thence along said line south 89°19'49" east, 10.059 meters to the Point of Beginning.

### **Reserving Therefrom:**

All oil, gas, casinghead gasoline, and other hydrocarbon and mineral substances below a point 500 feet below the surface of said land, together with the right to take, remove, mine, pass through and dispose of all said oil, gas, casinghead gasoline and other hydrocarbon and mineral substances, but without any right whatsoever to enter upon the surface of said land or upon any part of said land, is reserved to the grantor.

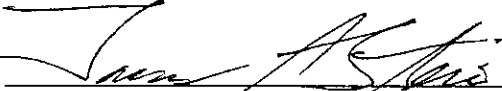
Containing an area of 541 square meters of land, more or less.

Bearings are based on the California Coordinate System Zone III (CCS83). Distances given are grid distances. To obtain ground distance, multiply distance given by 1.0000676.

Bunn  
Parcel Number 59659

Distances shown are in meters. Multiply distances shown by 3.28083333 to convert to U.S. survey foot. Areas shown are in square meters, multiply areas by 10.764 to convert to square feet.

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

Signature: 

Licensed Land Surveyor  
Contra Costa County Public Works

Date: 7/11/06



Recording Requested By:  
State Route 4 Bypass Authority

When Recorded Return to:

State Route 4 Bypass Authority  
Real Property Division  
255 Glacier Dr.  
Martinez, CA 94553  
Attn: Carmen Piña-Sandoval

*COPY*

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Portions of A.P.N. 011-100-013 and 017  
Title Company Order No. 615-8014 & 8015

District	County	Route	Parcel Number	Project Number
4	CC	SR4BP	59658 and 59659	4660-6X4493

## EASEMENT DEED

For Value Received, ALICE JUNE BUNN, TRUSTEE OF THE ALICE JUNE BUNN FAMILY TRUST, UNDER TRUST date July 28, 1994,

**GRANT** to the State Route 4 Bypass Authority, a political subdivision of the State of California, an easement for the purposes of anchors, guy wires and cables, poles, fixtures and appurtenances as deemed necessary for utility purposes and incidents thereto upon, over and across that certain real property in the County of Contra Costa, State of California.

**FOR DESCRIPTION SEE EXHIBITS "A" ATTACHED HERETO AND MADE A PART HEREOF.**

Dated this 14<sup>th</sup> day of September, 2006.

GRANTOR

Alice June Bunn  
Alice June Bunn, Trustee

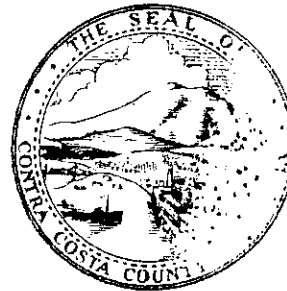
**ATTACH APPROPRIATE ACKNOWLEDGEMENT**

STATE OF CALIFORNIA        )  
COUNTY OF CONTRA COSTA    )

On September 14, 2006, before me, Carmen Piña-Sandoval, Deputy Clerk of the Board of Supervisors, Contra Costa County, personally appeared Alice June Bunn, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity(ies), and that by her signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.

In witness whereof, I have hereunto set my hand the day and year first above written.

Signature *Carmen Piña-Sandoval* (Seal)  
Deputy Clerk



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9/15/06



State Route 4 Bypass Segment 3  
Bunn  
Portion of APN 011-100-013  
Parcel Number 59658  
Drawing No. RW 8943-2004 &  
Cad File PG&EBunn.013

### EXHIBIT "A"

Real property in an unincorporated area of the County of Contra Costa, State of California, being a portion of the NE 1/4 of Section 33, Township 1 North, Range 3 East, Mount Diablo Meridian, also being a portion of the property described in the deed to Alice June Bunn, Trustee recorded August 19, 1994 in Series Number 94-209964, Contra Costa County records, described as follows:

#### Parcel 2 (59658-2) – Utility Easement

An easement for anchors, guy wires and cables, poles, fixtures and appurtenances as deemed necessary for utility purposes and incidents thereto upon, over and across the certain real property described as follows:

Commencing at the southeast corner of said Bunn property (94-209964), also being the centerline of Byron Highway (State Route 4); thence along the south line of said Bunn property, south 89°19'49" east, 19.203 meters (the bearing of south 89°19'49" east being taken for the purpose of this description); thence north 1°08'57" east, 21.727 meters to the Point of Beginning; thence from said Point of Beginning, north 89°48'58" west, 25.098 meters; thence north 0°11'02" east, 2.438 meters; thence south 89°48'58" east, 25.140 meters; thence south 1°08'57" west, 2.439 meters to the Point of Beginning.

Containing an area of 61 square meters of land, more or less.

**Exhibit "B"** attached and by this reference made a part hereof.

Bearings are based on the California Coordinate System Zone III (CCS83). Distances given are grid distances. To obtain ground distance, multiply distance given by 1.0000676.

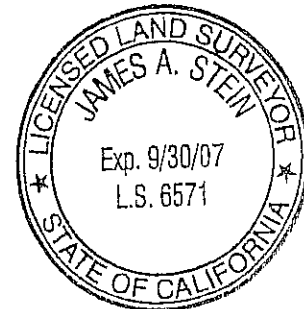
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This real property description has been prepared by me or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: James A. Stein

Licensed Land Surveyor  
Contra Costa County Public Works

Date: 5/18/06





1:1000

# EXHIBIT "B"

PLAT TO ACCOMPANY EXHIBIT "A"

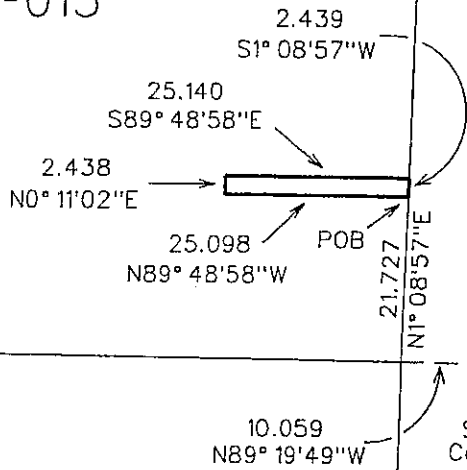


Bettencourt

Bunn  
011-100-013

Taylor

Utility Easement  
59658-2  
61 Sq. Meters



S1° 08'57"W  
Section Line

Jackson

Bunn

Byron Hwy.

Taylor

## STATE ROUTE 4 Bypass Segment 3 Right of Way

Instrument : Utility Easement	Scale 1:1000	Date April 2006
Series No.	Drawn By KT	File No. A-SR4BP-2006
Recorded	Checked By JS	Cad File PG&EBunn013.dgn



State Route 4 Bypass Segment 3  
Bunn  
Portion of APN 011-100-017  
Parcel Number 59659  
Drawing No. RW 8943-2004 &  
Cad FilePG&EBunn017.dgn

## EXHIBIT "A"

Real property in an unincorporated area of the County of Contra Costa, State of California, being a portion of the NE 1/4 of Section 33, Township 1 North, Range 3 East, Mount Diablo Meridian, also being a portion of the property described in the deed to Alice June Bunn, Trustee recorded August 27, 1996 in Series Number 96-160135, Contra Costa County records, described as follows:

### Parcel 2 (59659-2) – Utility Easement

An easement for anchors, guy wires and cables, poles, fixtures and appurtenances as deemed necessary for utility purposes and incidents thereto upon, over and across the certain real property described as follows:

Commencing at the northeast corner of said Bunn property (96-160135), also being the centerline of Byron Highway (State Route 4); thence along the northerly line of said Bunn property, north  $89^{\circ}19'49''$  west, 19.203 meters (the bearing of north  $89^{\circ}19'49''$  west being taken for the purpose of this description); thence south  $1^{\circ}08'57''$  west, 34.255 meters to the Point of Beginning; thence from said Point of Beginning south  $89^{\circ}34'03''$  west, 6.717 meters; thence south  $1^{\circ}08'57''$  west, 3.049 meters; thence north  $89^{\circ}34'03''$  east, 6.717 meters; thence north  $1^{\circ}08'57''$  east, 3.049 meters to the Point of Beginning.

Containing an area of 20 square meters of land, more or less.

**Exhibit "B"** attached and by this reference made a part hereof.

Bearings are based on the California Coordinate System Zone III (CCS83). Distances given are grid distances. To obtain ground distance, multiply distance given by 1.0000676.

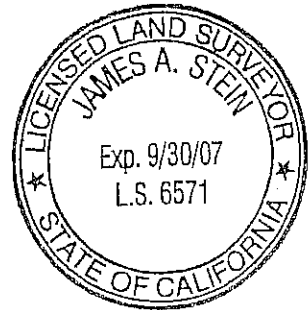
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This real property description has been prepared by me or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: James A. Stein

Licensed Land Surveyor  
Contra Costa County Public Works

Date: 5/18/06



# EXHIBIT "B"

PLAT TO ACCOMPANY EXHIBIT "A"



1:1000

Bunn

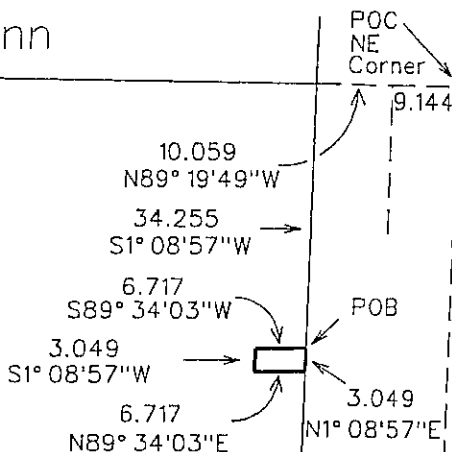
Jackson

Taylor

Bunn  
011-100-017

Byron Hwy. --- S1° 08'57" W Section Line

Utility Easement  
59659-2  
20 Sq. Meters



## STATE ROUTE 4 Bypass Segment 3 Right of Way

Instrument : Utility Easement	Scale 1:1000	Date April 2006
Series No. Recorded	Drawn By KT	File No. A-SR4BP-2006
	Checked By JS	Cad File PG&EBunn017.dgn

**REVISED**

\_\_\_\_\_, California  
\_\_\_\_\_, 2006

District	County	Route	Parcel No.	Project No.
4	CC	SR4 Bypass	59658 & 59659	4660-6X4493

(Use SAME date as MMS's signature date)

A Grant Deed and Easement Deed, covering the property particularly described in Exhibits "A" attached hereto have been executed and delivered to Carmen Piña-Sandoval, Associate Real Property Agent for the State Route 4 Bypass Authority.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. A. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the Authority of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
- B. Grantee requires the Property described in the Deeds for State highway purposes, a public use for which Grantee has the authority to exercise the power of eminent domain. Grantors are compelled to sell, and Grantee is compelled to acquire the Property.
2. The Authority shall:
  - A. Pay the undersigned Grantor the sum of \$42,400.00 (Forty-Two Thousand four hundred and 00/00 Dollars (Purchase Price of \$23,500.00 and improvements of \$18,900.00) for the Property or interest conveyed by above document(s) when title to the Property vests in the Authority free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except:
    - (a) Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the Close of Escrow.
    - (b) Covenants, conditions, restrictions and reservations of record, or contained in the above-referenced document.
    - (c) Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
    - (d) Other approved exceptions.

- B. Have the authority to deduct and pay from the amount shown in Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid nondelinquent assessments which have become a lien at the Close of Escrow.
3. Any or all moneys payable under this contract, up to and including the total amount of unpaid principal and interest on note(s) secured by mortgages(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deed(s) or mortgage(s) shall, upon demand(s), be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder; said mortgagee(s) or beneficiary(ies) to furnish Grantors with good and sufficient receipt showing said moneys credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.
4. The Grantors shall retain possession of the Property conveyed up to and including the date of recording of the deed conveying title to Authority upon compliance by the Grantors with the conditions of this contract. All rents collected by Grantors applicable to any period thereafter shall be paid to the Authority. Either party hereto collecting rents to which the other party is entitled shall forthwith pay such amount to the other as is necessary to comply with the provision of this clause.
5. By this Agreement, Authority and Grantors establish an escrow (Escrow) with Placer Title Company, 1981 N. Broadway, # 100, Walnut Creek, California, 94596, their Escrow No. 615-8014 and 615-8015. Grantors hereby authorize Authority to prepare escrow instructions and file escrow instructions with said Title Company, on behalf of Grantors, in accordance with this Agreement. This includes authorization of the Title Company to withhold pro rata taxes, liens, and assessments on the Property conveyed.
- A. Authority shall pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by Authority, the premium charged therefore.
- B. On or before the Close of Escrow, Grantors will deliver to Authority or into Escrow with the Placer Title Company the following documents:
- (a) The Grant Deed, in recordable form and properly executed on behalf of Grantors, conveying to Authority the Property in fee simple absolute subject only to the Approved Exception 7 as shown on the preliminary title report number 615-8014 dated August 18, 2006 and Approved Exceptions 5 and 9 as shown on the preliminary title report number 615-8015 dated August 17, 2006.
  - (b) An Easement Deed, in recordable form and properly executed on behalf of Grantors, conveying to Authority the Property subject to Grantor's underlying fee title.
  - (c) Agreement(s) or any other agreement(s), if any, which Authority has agreed in writing, are to remain in effect after Authority takes title;
- C. Copies of any effective leases, rental agreements, or any other agreements, if any, which the Authority has agreed in writing are to remain in effect after Authority takes title.

# RIGHT OF WAY CONTRACT -- STATE HIGHWAY

RW 8-3 (Rev. 6/95)

Page 3 of 4

- D. Prior to the Close of Escrow, Authority will deposit the Purchase Price consideration of \$23,500.00 into escrow with Placer Title Company and a separate check in the amount of \$18,900.00 for improvements payable to Alice June Bunn.
6. Escrow shall close upon the conveyance of the Property to the Authority (Close of Escrow). On the closing date, the Title Company shall close Escrow as follows:
- A. Record the Grant Deed and Easement Deed, marked for return to the Authority care of Carmen Piña-Sandoval, Associate Real Property Agent for the Authority (which shall be deemed delivered to the Authority);
  - B. Issue the Title Policy, if requested to do so by the Authority;
  - C. Prorate taxes, assessments, rents and other charges as provided by this Agreement;
  - D. Disburse to the Grantors the Purchase Price, less prorated amounts and charges to be paid by or on behalf of Grantors;
  - E. Prepare and deliver to the Authority and to the Grantors one signed copy of the Title Company's closing statement showing all receipts and disbursements of the Escrow.

If the Title Company is unable to simultaneously perform all of the instructions set forth above, the Title Company shall notify the Grantors and the Authority and retain all funds and documents pending receipt of further instructions from the Authority.

7. Permission is hereby granted to the Authority or its authorized agent to enter upon Grantors' land, where necessary as shown on the map attached hereto and made a part hereof, for purposes of conforming the driveway to the new road. Grantors understand and agree that, upon completion of the work described above, said driveway improvement located upon the Grantors' land shall be considered as the sole property of the Grantors, the maintenance and repair of the property to be that of the Grantors.
8. The undersigned Grantors hereby agree and consent to the dismissal of any eminent domain action in the Superior Court wherein the herein described land is included and also waive any and all claims to any money that may now be on deposit in said action.
9. The Grantors hereby represent and warrant that during the period of Grantors' ownership of the Property, there have been no disposals, releases or threatened releases of hazardous substances of hazardous wastes on, from, or under the Property. Grantors further represents and warrants that Grantors have no knowledge of any disposal, release, or threatened release of hazardous substances or hazardous wastes, on, from, or under the Property which may have occurred prior to Grantors taking title to the Property.

The Purchase Price of the Property being acquired in this transaction reflects the fair-market value of the Property without the presence of contamination. If the Property being acquired is found to be contaminated by the presence of Hazardous Waste which requires mitigation under Federal or State law, the Authority may elect to recover its clean-up costs from those who caused or contributed to the contamination.