



# ***Joint Exercise of Powers Agency***

*City of Antioch   City of Brentwood   County of Contra Costa   City of Oakley*

## **AGENDA Board of Directors**

**(No In-person Meeting)**

**Thursday, September 8, 2022**

**6:30 p.m.**

Tri-Delta Transit Meeting Room  
801 Wilbur Avenue  
Antioch, California

To slow the spread of COVID-19, in lieu of a public gathering, the State Route 4 Bypass Authority Board of Directors meeting will be accessible via Zoom to all members of the public as permitted by Government Code Section 54953(e). Members of the public may participate in the meeting online, or by telephone. To participate in the meeting please use the information.

To participate by phone, dial **+17207072699 US.**

The meeting ID is **842 1510 9864** Passcode: **540952**

To participate online using Zoom, hold down CTRL + click the following:

**[Join Zoom Meeting Here](#)** Meeting ID: **842 1510 9864** (Passcode: **540952**).

In lieu of making public comments at the meeting, members of the public also may submit public comments before or during the meeting by emailing comments to Program Manager Dale Dennis at [dodennis@thecyberjungle.com](mailto:dodennis@thecyberjungle.com). If you have difficulty emailing a public comment, please contact Nancy Wein, Contra Costa County Public Works Department, at (925) 313-2275.

All comments submitted by email to the above email address before the conclusion of the meeting will be included in the record of the meeting. When feasible, the Board Chair, or designated staff, also will read the comments into the record at the meeting, subject to a two-minute time limit per comment.

The Board Chair may reduce the amount of time allotted to read comments at the beginning of each item or public comment period depending on the number of comments and the business of the day. Your patience is appreciated.

A break may be called at the discretion of the Board Chair.

To obtain a copy of a staff report or other written materials related to an open session item on the agenda, please contact Nancy Wein, at the Contra Costa County Public Works Department, by phone at (925) 313-2275, or by email to [Nancy.Wein@pw.cccounty.us](mailto:Nancy.Wein@pw.cccounty.us).

### **Board of Directors:**

Diane Burgis, Contra Costa County – Chair  
Lamar Thorpe, City of Antioch – Vice Chair  
Joel Bryant, City of Brentwood  
Aaron Meadows City of Oakley

### **Authority Staff Office:**

Contra Costa County  
255 Glacier Drive  
Martinez, CA 94553  
(925) 313-2000

---

**AGENDA**  
**September 8, 2022**

1. Call to Order

2. Determination

**A. Teleconference Meetings: CONSIDER and ADOPT Resolution No. 2022/05** to authorize the Board of Directors to conduct teleconference meetings under Government Code section 54953(e), and make related findings set forth in the resolution; **DETERMINE** that the Authority will hold virtual meetings for the next 30 days; and **DIRECT** the Program Manager or Secretary of the Board to return this matter to the Board within 30 days for reconsideration.

3. Public Comment

4. Consent Items

**A. APPROVE** minutes of the July 14, 2022 meeting (August 11, 2022 meeting cancelled).

**B. Mokelumne Bicycle/Pedestrian Overcrossing Project: ACCEPT** a status update on construction of the Mokelumne Bicycle/Pedestrian Overcrossing Project.

**C. Balfour Road Interchange Project: APPROVE** the revised Purchase and Sale Agreement between the Authority and Kinder Morgan (SFPP) in connection with a real property exchange and utility relocation for the SR4/Balfour Road Interchange Project, and **AUTHORIZE** the Secretary or Designee to execute the Purchase and Sale Agreement substantially in the attached form.

5. Boardmember Comments

6. Adjournment

The Authority will provide reasonable accommodations for persons with disabilities planning to attend Board meetings who contact Staff at least 24 hours before the meeting, at (925) 595-4587. Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the State Route 4 Bypass Authority to a majority of members of the Board of Directors less than 72 hours prior to that meeting are available for public inspection at 255 Glacier Drive, Martinez, CA during normal business hours.

**Board of Directors:**

Diane Burgis, Contra Costa County – Chair  
Lamar Thorpe, City of Antioch – Vice Chair  
Joel Bryant, City of Brentwood  
Aaron Meadows City of Oakley


**Authority Staff Office:**

Contra Costa County  
255 Glacier Drive  
Martinez, CA 94553  
(925) 313-2000

**STATE ROUTE 4  
BYPASS AUTHORITY**

**DATE:** September 8, 2022

**TO:** Board of Directors

**FROM:** Dale Dennis, Program Manager 

**SUBJECT:** Authorizing Teleconference Meetings (AB 361, Government Code § 54953(e))

---

**Recommendation:** Staff recommends the Board take the following actions:

1. **Consider and Adopt Resolution No. 2022/05** to authorize the Board of Directors to conduct teleconference meetings under Government Code section 54953(e), and make related findings set forth in the resolution;
2. **Determine** that the Authority will hold virtual meetings for the next 30 days; and
3. **Direct** the Program Manager and/or Secretary of the Board to return this matter to the Board within 30 days for reconsideration.

**Discussion:**

When the COVID-19 pandemic began, Governor Newsom issued an executive order that allowed local agencies to meet remotely without complying with all teleconferencing requirements of the Brown Act. Executive Order N-29-20 suspended certain non-emergency teleconferencing rules, including the requirements that each teleconference location be listed on the agenda and be physically accessible to the public during the meeting and that the public must be given an opportunity to comment at each teleconference location. Since March 2020, the Board of Directors has met virtually, as authorized by Executive Orders N-29-20, N-35-20, N-08-21 and N-15-21. This authority expired September 30, 2021.

New legislation known as Assembly Bill 361, amended the teleconferencing provision of the Brown Act, Government Code section 54953. Effective October 1, 2021, section 54953, subsection (e), authorizes a local agency to use special teleconferencing rules when a legislative body of a local agency holds a meeting during a state of emergency declared by the state and either A) state or local health officials have imposed or recommended measures to promote social distancing, or B) the legislative body is meeting to determine whether, or has determined, by majority vote, that meeting in person would present imminent risks to the health or safety of meeting attendees.

When a legislative body uses the emergency teleconferencing provisions under section 54953(e), the following rules apply:

- The agency must provide notice of the meeting and post an agenda as required by the Brown Act, but the agenda does not need to list each teleconference location or be physically posted at each teleconference location.
- The agenda must state how members of the public can access the meeting and provide public comment.
- The agenda must include an option for all persons to attend via a call-in or internet-based service option.
- The body must conduct the meeting in a manner that protects the constitutional and statutory rights of the public.
- If there is a disruption in the public broadcast of the meeting or of the call-in or internet-based meeting service, the legislative body must stop the meeting and take no further action on agenda items until public access and ability to comment is restored.
- Local agencies may not require public comments to be submitted in advance of the meeting and must allow virtual comments to be submitted in real time.
- The body must allow a reasonable amount of time per agenda item to permit members of the public to comment, including time to register or otherwise be recognized for the purposes of comment.
- If the body provides a timed period for all public comment on an item, it may not close that period before the time has elapsed.
- The body must reconsider the circumstances of the state of emergency and the findings in support of emergency teleconference meetings every 30 days.
- AB 361 sunsets on January 1, 2024.

A Board resolution authorizing teleconferencing under section 54953(e) is attached. It would determine that the State has declared a state of emergency related to COVID-19 and find that social distancing recommendations are in place and that there is an imminent risk of harm to the public, staff, and officials if live meetings are conducted. If adopted, for the next 30 days the resolution would require the Board of Directors to hold teleconference meetings consistent with the above-described rules.

If the Board wishes to continue teleconferencing under section 54953(e), every 30 days after adopting the attached resolution the Board must reconsider the circumstances of the state of emergency and find that one or both of the following circumstances exists: the state declared emergency continues to directly impact the ability of members to safely meet in person, or state or local officials continue to impose or recommend measures to promote social distancing. If the state-declared emergency no longer exists, or if the Board does not make these findings by majority vote, then it will no longer be exempt



from the Brown Act's teleconferencing rules. The attached resolution directs the Program Manager and/or Secretary to return no later than 30 days after the resolution is adopted with an item for the Board to consider whether to continue meeting under the provisions of Government Code section 54953 (e). If the resolution is not adopted, the Board, would not be permitted to conduct teleconference meetings under the provisions of Government Code section 54953(e), added by Assembly Bill 361, and this meeting would need to be adjourned and rescheduled as an in-person meeting.

RESOLUTION NO. 2022/05

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE STATE ROUTE 4 BYPASS  
AUTHORITY AUTHORIZING TELECONFERENCE MEETINGS UNDER ASSEMBLY  
BILL 361

Recitals

- A. On March 4, 2020, Governor Gavin Newsom proclaimed the existence of a state of emergency in California under the California Emergency Services Act, Gov. Code § 8550 et seq.
- B. On March 10, 2020, the Board of Supervisors found that due to the introduction of COVID-19 in the County, conditions of disaster or extreme peril to the safety of persons and property had arisen, commencing on March 3, 2020. Based on these conditions, pursuant to Government Code section 8630, the Board adopted Resolution No. 2020/92, proclaiming the existence of a local emergency throughout the County.
- C. On March 17, 2020, Governor Newsom issued Executive Order N-29-20, which suspended the teleconferencing rules set forth in the California Open Meeting law, Government Code section 54950 et seq. (the Brown Act), provided certain requirements were met and followed.
- D. On June 11, 2021, Governor Newsom issued Executive Order N-08-21, which clarified the suspension of the teleconferencing rules set forth in the Brown Act and further provided that those provisions would remain suspended through September 30, 2021.
- E. On September 16, 2021, Governor Newsom signed Assembly Bill 361, which provides that under Government Code section 54953(e), a legislative body subject to the Brown Act may continue to meet using teleconferencing without complying with the non-emergency teleconferencing rules in Government Code section 54953(b)(3) if a proclaimed state of emergency exists and state or local officials have imposed or recommended measures to promote social distancing.
- F. On September 20, 2021, the Contra Costa County Health Officer issued recommendations for safely holding public meetings that include recommended measures to promote social distancing.
- G. Among the Health Officer's recommendations: (1) on-line meetings (teleconferencing meetings) are strongly recommended as those meetings present the lowest risk of transmission of SARS-CoV-2, the virus that causes COVID-19; (2) if a local agency determines to hold in-person meetings, offering the public the opportunity to attend via a call-in option or an internet-based service option is recommended when possible to give those at higher risk of an/or higher concern about COVID-19 an alternative to participating in person; (3) a written safety protocol should be developed and followed,

and it is recommended that the protocol require social distancing – i.e., six feet of separation between attendees – and face masking of all attendees; (4) seating arrangements should allow for staff and members of the public to easily maintain at least six-foot distance from one another at all practicable times.

- H. The California Department of Public Health (CDPH) and the federal Centers for Disease Control and Prevention (CDC) caution that the Omicron variant of COVID-19, currently the dominant strain of COVID-19 in the country, is more transmissible than prior variants of the virus, may cause more severe illness, and even fully vaccinated individuals can spread the virus to others resulting in rapid and alarming rates of COVID-19 cases and hospitalizations.
- I. As of August 30, 2022, the CDC-reported seven-day rolling average of new cases in the County was 185.08 cases per day, per 100,000 of population, a case rate that remains in the “high” community transmission tier, the most serious of the CDC’s community transmission tiers. According to the Contra Costa County Health Officer, the predominant variant of COVID-19 being identified continues to be the Omicron variant, which has been shown to dramatically increase COVID-19 transmission.
- J. In the interest of public health and safety, as affected by the emergency caused by the spread of COVID-19, the State Route 4 Bypass Authority Board of Directors intends to invoke the provisions of Assembly Bill 361 related to teleconferencing.

NOW, THEREFORE, the Board of Directors of the State Route 4 Bypass Authority resolves as follows:

- 1. The Board of Directors finds that the Contra Costa County Health Officer continues to recommend that public meetings be held by teleconferencing as those meetings present the lowest risk of transmission of SARS-CoV-2, the virus that causes COVID-19.
- 2. The Board of Directors finds that meeting in person for meetings of the State Route 4 Bypass Authority Board of Directors would present imminent risks to the health or safety of attendees because (a) as of August 30, 2022, the County remains in the “high” community transmission tier, with a case rate of 185.08 cases per day, per 100,000 of population, and (b) the Omicron variant has been shown to dramatically increase COVID-19 transmission.
- 3. As authorized by Assembly Bill 361, the State Route 4 Bypass Authority Board of Directors will use teleconferencing for its meetings in accordance with the provisions of Government Code section 54953(e).
- 4. The Program Manager and/or Secretary is authorized and directed to take all actions necessary to implement the intent and purpose of this resolution, including conducting open and public meetings in accordance with Government Code section 54953(e) and all other applicable provisions of the Brown Act.

5. The Program Manager and/or Secretary is directed to return no later than 30 days after this resolution is adopted with an item for the Board of Directors to consider whether to continue meeting under the provisions of Assembly Bill 361.

PASSED AND ADOPTED on September 8, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed and adopted by the above vote of the State Route 4 Bypass Authority Board of Directors, at a meeting of said Board of Directors on the date indicated above.

Date: \_\_\_\_\_

Brian Balbas, Secretary  
State Route 4 Bypass Authority

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



### Recommendations for safely holding public meetings

Each local government agency is authorized to determine whether to hold public meetings in person, on-line (teleconferencing only), or via a combination of methods. The following are recommendations from the Contra Costa County Health Officer to minimize the risk of COVID 19 transmission during a public meeting.

1. Online meetings (i.e. teleconferencing meetings) are encouraged, where practical, as these meetings present the lowest risk of transmission of SARS CoV-2, the virus that causes COVID 19. This is particularly important when community prevalence rates are high. Our current trends as of August 9, 2022 in Covid-19 case rate, test positivity, Covid-19 hospitalizations, and Covid-19 wastewater surveillance are stable, but still remain high at this time. In addition to this, the predominant variant of Covid-19 being identified continues to be the Omicron variant and it's subvariants the impact of which on the spread of Covid-19 has shown to dramatically increase COVID-19 transmission.
2. If a local agency determines to hold in-person meetings, offering the public the opportunity to attend via a call-in option or an internet-based service option is recommended, when possible, to give those at higher risk of and/or higher concern about COVID-19 an alternative to participating in person.
3. A written safety protocol should be developed and followed. It is recommended that the protocol require social distancing, where feasible – i.e. six feet of separation between attendees; and consider requiring or strongly encouraging face masking of all attendees and encouraging attendees to be up-to-date on their COVID-19 vaccine.
4. Seating arrangements should allow for staff and members of the public to easily maintain at least six-foot distance from one another at all practicable times.
5. Consider holding public meetings outdoors. Increasing scientific consensus is that outdoor airflow reduces the risk of COVID-19 transmission compared to indoor spaces. Hosting events outdoors also may make it easier to space staff and members of the public at least 6 feet apart. If unable to host outdoors, consider ways to [increase ventilation and flow](#) of the indoor space to reduce the risk of COVID-19 while indoors.
6. Current evidence is unclear as to the added benefit of temperature checks in addition to symptom checks. We encourage focus on symptom checks as they may screen out individuals with other Covid-19 symptoms besides fever and help reinforce the message to not go out in public if you are not feeling well.
7. Consider a voluntary attendance sheet with names and contact information to assist in contact tracing of any cases linked to a public meeting.

Revised 8-9-2022

*Sefanit Mekuria*

Sefanit Mekuria, MD, MPH  
Deputy Health Officer, Contra Costa County



**STATE ROUTE 4 BYPASS AUTHORITY**  
**Antioch - Brentwood - Oakley and Contra Costa County**

**JOINT EXERCISE OF POWERS AGENCY**

July 14, 2022

To slow the spread of COVID-19, in lieu of a public gathering, the STATE ROUTE 4 BYPASS AUTHORITY (SR4BA) Board of Directors meeting was accessible via Zoom to all members of the public as permitted by Government Code Section 54953(e). Members of the public were permitted to participate in the meeting online, or by telephone, and in lieu of making public comments at the meeting, members of the public could submit public comments before or during the meeting through [dodennis@thecyberjungle.com](mailto:dodennis@thecyberjungle.com).

Chair Diane Burgis called the meeting to order at 7:19 P.M.

**ROLL CALL**

PRESENT: Joel Bryant (Brentwood), Aaron Meadows (Oakley), Lamar Thorpe (Antioch), and Chair Diane Burgis (Contra Costa County)

ABSENT: None

STAFF: Dale Dennis, Program Manager

**DETERMINATION**

- A. **Teleconference Meetings:** CONSIDER and ADOPT Resolution No. 2022/04 to authorize the Board of Directors to conduct teleconference meetings under Government Code Section 54953(e) and make related findings set forth in the resolution; DETERMINE that the Authority will hold virtual meetings for the next 30 days; and DIRECT the Program Manager or Secretary of the Board to return this matter to the Board within 30 days for reconsideration.

No written comments were submitted, or oral comments made, by any member of the public.

On motion by Director Meadows, seconded by Director Thorpe, the Authority ADOPTED Resolution No. 2022/04 to authorize the Board of Directors to conduct teleconference meetings under Government Code Section 54953(e) and make related findings set forth in the resolution; DETERMINED that the Authority will hold virtual meetings for the next 30 days; and DIRECTED the Program Manager or Secretary of the Board to return this matter to the Board within 30 days for reconsideration.

The motion carried by the following Roll Call vote:



AYES: Bryant, Meadows, Thorpe, Burgis  
NOES: None  
ABSTAIN: None  
ABSENT: None

**B. Mokelumne Bicycle/Pedestrian Overcrossing Project: Status Report**

Program Manager Dale Dennis reported that the construction of the Mokelumne Bicycle/Pedestrian Overcrossing Project was proceeding, the contractor was moving forward to construct all the foundations for the columns, there was work being conducted in the medians and on both the west and east sides of the freeway, the embankment was in place on both west and east sides, the settlement period had been completed for the embankment on the east side and the settlement period for the west side embankment was expected in the next couple of weeks. Once foundation work had been completed construction of the columns should start in the near future. Project completion was expected in the first quarter of 2023.

Chair Burgis requested pictures of the project at the next meeting, to be included in the Board packet.

BRUCE OHLSON, Antioch, thanked staff for the status report and was pleased with the progress of the project.

**PUBLIC COMMENT**

No written comments were submitted, or oral comments made, by any member of the public.

**CONSENT ITEMS**

On motion by Director Thorpe, seconded by Director Bryant, the Authority APPROVED the Consent Items, as follows, which carried by the following Roll Call vote:

- A. APPROVED minutes of the May 12, 2022 meeting (*June 9 meeting cancelled*).
- B. Balfour Road Interchange Project: APPROVED and AUTHORIZED the transfer of right-of-way acquired for the Balfour Road Interchange Project to Caltrans, and took related actions.
- C. APPROVED and AUTHORIZED the County Counsel, or designee to execute, on behalf of the State Route 4 Bypass Authority, an assignment of a legal services contract from Wendel Rosen, LLP, to Fennemore, LLP, dba Fennemore Wendel, effective July 1, 2022, for continued eminent domain and real property specialized legal services.

- D. APPROVED the Fiscal Year 2021-2022 End of Year Budget.
- E. APPROVED the Fiscal Year 2022-2023 Budget.
- F. APPROVED Amendments to Consulting Services Agreements with the following consultants and AUTHORIZED the Secretary or designee to execute the amendments on behalf of the Authority:
  - 1. Amendment to agreement with Mark Thomas and Company – Engineering Design Services for the former SR4 Bypass, to extend the termination date from June 30, 2022, to a new termination date of June 30, 2023, with no change in the payment limit.
  - 2. Amendment to agreement with WSP USA, Inc. – Construction Management Support Services for the former SR4 Bypass, to extend the termination date from June 30, 2022, to a new termination date of June 30, 2023, with no change in the payment limit.

AYES: Bryant, Meadows, Thorpe, Burgis  
NOES: None  
ABSTAIN: None  
ABSENT: None

#### **BOARDMEMBER COMMENTS**

There were no comments from Boardmembers.

#### **ADJOURNMENT**

Chair Burgis adjourned the meeting of the State Route 4 Bypass Authority at 7:24 P.M. to Thursday, August 11, 2022 at 6:30 P.M. or other day/time deemed appropriate.

Respectfully submitted,

Anita L. Tucci-Smith  
Minutes Clerk

**STATE ROUTE 4  
BYPASS AUTHORITY**

**DATE:** September 8, 2022

**TO:** Board of Directors

**FROM:** Dale Dennis, Program Manager



**SUBJECT:** Mokelumne Trail-Bicycle/Pedestrian Overcrossing Project - Status Update on Construction

---

**Recommendation:** Staff recommends the Board **ACCEPT** the status update on the construction of the Mokelumne Bicycle/Pedestrian Overcrossing Project.

**Discussion:**

The Authority is working in partnership with the Contra Costa Transportation Authority (CCTA), the City of Brentwood and the East Contra County Regional Fee and Financing Authority in the delivery of the Mokelumne Bicycle/Pedestrian Overcrossing Project.

Now that the Project is under construction, the Board has requested periodic status updates on the Project. Below is a list of summary construction milestone activities with current anticipated dates of completion. Also, attached are several recent construction pictures.

- Columns to be completed: September 16, 2022
- Bridge falsework to be installed: September 23, 2022
- Bridge to be completed: February 9, 2023
- Mokelumne Bike/Ped Overcrossing Opening: April 1, 2023

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















**STATE ROUTE 4  
BYPASS AUTHORITY**

**DATE:** September 8, 2022

**TO:** Board of Directors

**FROM:** Dale Dennis, Program Manager



**SUBJECT:** Approve the Revised Purchase and Sale Agreement with Kinder Morgan (SFPP) for Access Parcels for the SR4/Balfour Road Interchange Project

---

**Recommendation:** Staff recommends the Board **APPROVE** the revised Purchase and Sale Agreement between the Authority and Kinder Morgan (SFPP) in connection with a real property exchange and utility relocation for the SR4/Balfour Road Interchange Project, and **AUTHORIZE** the Secretary or Designee to execute the Purchase and Sale Agreement substantially in the attached form, related to the Balfour Road Interchange Project.

**Discussion:**

In May 2016, the Authority approved a Memorandum of Understanding (MOU) (**See Attachment 1**) with the Contra Costa Transportation Authority (CCTA), and SFPP related to the relocation of the SFPP Pump Station for the Balfour Road Interchange on SR4 (formerly SR4 Bypass), and the acquisition of Project-related property interests from SFPP.

The purpose of the MOU was to outline the processes and describe the agreements by which the Authority and SFPP would acquire property interests free and clear of all liens and other encumbrances with lawful and marketable title necessary to their ongoing operations. SFPP was obligated to complete relocation of the SFPP Facilities in accordance with the Utility Relocation Agreement (now complete), and SFPP is responsible for completing its remediation obligations under the Remediation Plans. The Authority's statutory authority for the real property transactions covered by this MOU are as follows: Streets and Highways Code section 960 authorizes the transfer of the Authority Property to SFPP; Streets and Highways Code section 760 authorizes the Authority to acquire the Egress Parcels and Ingress Parcels, as well as the Highway Easement in, and fee title to, the SFPP Property; after the Egress Parcels and Ingress Parcels are acquired,

DD:

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

Code of Civil Procedure sections 1240.310 through 1240.350, and Government Code 7267.2, authorizes the subsequent conveyance of the Egress Parcels and Ingress Parcels from the Bypass Authority to SFPP.

The MOU included a Purchase and Sale Agreement between the Authority and SFPP (Agreement) for the Egress Parcels” (Exhibit C). Subsequent to the execution of the MOU, it was determined the Authority would acquire and transfer both egress and ingress parcels to SFPP to provide access to Cortona Way and the Agreement has been revised accordingly. Staff recommends the Board approve the revised Agreement substantially in the attached form, which is included as **Attachment 2**. Should any substantive changes be required, the Agreement would be brought back to the Board.

ATTACHMENTS:

Attachment 1 – MOU By and Among the Authority, CCTA and SFPP

Attachment 2 – Purchase and Sale Agreement between the Authority and SFPP

MOU BY and Among  
State Route 4 Bypass Authority  
Contra Costa Transportation Authority  
Kinder Morgan (SFPP)

**MEMORANDUM OF UNDERSTANDING BY AND AMONG  
STATE ROUTE 4 BYPASS AUTHORITY, CONTRA COSTA  
TRANSPORTATION AUTHORITY, AND SFPP, L.P., REGARDING REAL  
PROPERTY ACQUISITION AND UTILITY RELOCATION FOR THE  
BALFOUR ROAD INTERCHANGE PROJECT**

Effective 5/12, 2016 ("Effective Date"), this Memorandum of Understanding ("MOU") is entered into by and among the State Route 4 Bypass Authority ("Bypass Authority"), the Contra Costa Transportation Authority ("CCTA"), and SFPP, L.P., a Delaware limited partnership (successor-in-interest to Southern Pacific Pipe Lines, L.P., a Delaware limited partnership) ("SFPP"), collectively the "Parties," and each a "Party."

**RECITALS**

- A. The Balfour Road Interchange Project ("Project") is being undertaken jointly by the Bypass Authority, CCTA, and the State of California, Department of Transportation ("Caltrans"). CCTA is the local Project sponsor and is responsible for utility relocation and contracting for Project construction. The Bypass Authority is responsible for acquiring all property required for the Project. When the Project is completely constructed, Caltrans will accept the Project and all Project-related property, and will operate the Project as part of the state highway system.
- B. SFPP owns approximately 0.363 acres of property, described in Attachment 1 to Exhibit D, attached hereto, ("SFPP Property") on Balfour Road, in Brentwood, California. SFPP maintains an existing pump station and related facilities ("SFPP Facilities") on the SFPP Property. SFPP maintains an underground pipeline and related appurtenances ("Pipeline") within the SFPP Property and other properties along and within Balfour Road. SFPP also has access rights ("Access Rights") in approximately 0.116 acres of property in Brentwood owned by the Bypass Authority, as described in Attachment 2 to Exhibit A, attached hereto.
- C. The Bypass Authority owns an approximately 0.678-acre parcel described in Attachment 3 to Exhibit A, attached hereto, ("Bypass Authority Property"), located approximately 400 feet west of the SFPP Property along Balfour Road in Brentwood.
- D. The Bypass Authority needs to acquire the SFPP Property for the Project. SFPP is currently remediating the SFPP Property under the remediation plans (collectively, "Remediation Plans") approved by the Central Valley Regional Water Quality Control Board ("CVRWQCB"), which are more particularly described in Exhibits A and D attached hereto. After remediation of the SFPP Property is complete, the CVRWQCB may issue a "No Further Action" letter or equivalent site closure

correspondence (“NFA Letter”). The Bypass Authority will not accept fee title to the SFPP Property until SFPP has obtained an NFA Letter.

- E. Before the SFPP Property can be used for the Project, SFPP will need to relocate the SFPP Facilities from the SFPP Property to the Bypass Authority Property. The relocation of the SFPP Facilities will be accomplished through a utility relocation agreement between CCTA and SFPP (“Utility Relocation Agreement”), the final form of which is attached hereto as Exhibit B. To complete relocation of the SFPP Facilities, SFPP needs suitable replacement property on which it can relocate the SFPP Facilities.
- F. SFPP considers the combined (i) Bypass Authority Property, together with (ii) the Egress Parcels (as defined below), to be suitable replacement property and real property rights (*i.e.* substitute property) on which SFPP’s Facilities can be relocated in accordance with the Utility Relocation Agreement, provided access to the substitute property is either from Balfour Road or an alternate permanent means of ingress, which would then constitute a portion of the substitute property. SFPP agrees to accept, upon the terms set forth in this MOU and the Utility Relocation Agreement, the Bypass Authority Property, and the Egress Parcels for that purpose. To ensure SFPP can use the Bypass Authority Property and Egress Parcels (defined below) for the relocation of the SFPP Facilities, that property and those parcels have been rezoned by the City of Brentwood by its Ordinance No. RZ15-002 (adopted November 10, 2015).
- G. SFPP has completed its environmental surveys of the Bypass Authority Property and Egress Parcels and has determined that the property is not contaminated with any Hazardous Materials (as defined in Section 9.1 of Exhibit A to this MOU). SFPP will not accept the transfer of the fee interest in the Bypass Authority Property until after the Bypass Authority has title to the Egress Parcels, or has acquired irrevocable possession of the Egress Parcels and the right to grant a license in the Egress Parcels to SFPP (“Possession”). It is understood and agreed by the Parties that the Bypass Authority may obtain Possession in one of several ways, including: (1) by an appropriate clause in a right of way contract, purchase and sale agreement, or other agreement between the Bypass Authority and the owner(s) of the Egress Parcels; (2) by a possession and use agreement by and between the Bypass Authority and the owner(s) of the Egress Parcels; and (3) by a Court order granting the Bypass Authority prejudgment possession of the Egress Parcels pursuant to Code of Civil Procedure sections 1255.410 through 1255.480.
- H. Caltrans will require the Bypass Authority to reserve certain rights in the Bypass Authority Property, as described in Attachment 3 to Exhibit A, to prevent egress from the property and to impose a site distance restriction. Therefore, SFPP will need a permanent alternative means of egress from the Bypass Authority Property. A permanent alternative means of egress can be established when the Bypass

Authority acquires fee title, free and clear of: (i) an easement for dominant Parcel B's encroachment for landscaping, irrigation and parking, (ii) Covenants, Conditions and Restrictions and Grant of Easements between the owners and tenants parties of Parcels B, C and D, recorded July 15, 2005 and amended June 27, 2007, (iii) the leasehold interest in Parcel D, and (iv) the loan secured by a Deed of Trust, recorded against Parcel D on September 24, 2015, over portions, and an access easement over other portions, of adjacent properties identified as Assessor's Parcel Nos. 019-900-016 and 019-150-095-8 (the fee parcels and access easement over the common area of Meridian Professional Center – Brentwood Owners Association and Balfour Properties, L.P., leading to Cortona Way are collectively referred to herein as the "Egress Parcels"). The Egress Parcels are described in Attachments 1 and 2 to Exhibit C, attached hereto. SFPP has determined that the proposed Egress Parcels, following their improvement by SFPP according to its plans and specifications, will provide a suitable permanent means of egress from the SFPP Property; and the Bypass Authority will acquire the Egress Parcels as substitute property for that purpose, pursuant to Code of Civil Procedure sections 1240.320 and 1240.330. Access to the Bypass Authority Property from Balfour Road is intended to exist only for so long as SFPP maintains its DRA station on the property. Therefore, a permanent means of ingress is intended to be established from Cortona Way, which also will constitute a portion of the substitute property. That permanent means of ingress can be established by acquiring nonexclusive permanent access easements for ingress over portions of Assessor's Parcel Nos. 019-150-094 (McDonalds) and 019-150-095 (Balfour Properties), as approximately shown on that exhibit titled SFPP Circulation Exhibit dated March 17, 2016, a copy of which has been provided to SFPP ("Ingress Parcels"). It is acknowledged that Attachment 3 to Exhibit A provides that the right of ingress from Balfour Road will not cease until SFPP no longer uses the Bypass Authority Property for the DRA Station.

- I. After the Bypass Authority is in Possession of the Egress Parcels, as described in Recital G, above, it will be able to grant SFPP a license to occupy, use, and improve the parcels as a permanent means of egress from Bypass Authority Property. The license will allow SFPP to occupy, use, and improve the Egress Parcels until title to the parcels can be conveyed to SFPP. The Exchange Agreement, attached hereto as Exhibit A, includes a grant of license to SFPP for the above described purpose.
- J. SFPP will continue to maintain its Pipeline within the Project area, subject to relocation described in the Utility Relocation Agreement. To provide for that, SFPP and Caltrans will need to enter into a "Consent to Common Use Agreement" ("CCUA"), in the form attached hereto as Exhibit E, and a Joint Use Agreement" ("JUA"), in the form attached hereto as Exhibit F. It is understood by SFPP that these agreements will not be executed by Caltrans until after Caltrans accepts the Project. However, Caltrans has approved these agreements as to form.



- K. The purposes of this MOU are to outline the processes and describe the agreements by which the Bypass Authority and SFPP will acquire property interests free and clear of all liens and other encumbrances with lawful and marketable title necessary to their ongoing operations. SFPP will complete relocation of the SFPP Facilities in accordance with the Utility Relocation Agreement, and SFPP will complete its remediation obligations under the Remediation Plans. The Bypass Authority's statutory authority for the real property transactions covered by this MOU are as follows: Streets and Highways Code section 960 authorizes the transfer of the Bypass Authority Property to SFPP; Streets and Highways Code section 760 authorizes the Bypass Authority to acquire the Egress Parcels and Ingress Parcels, as well as the Highway Easement in, and fee title to, the SFPP Property; after the Egress Parcels and Ingress Parcels are acquired, Code of Civil Procedure sections 1240.310 through 1240.350, and Government Code 7267.2, would authorize the subsequent conveyance of the Egress Parcels and Ingress Parcels from the Bypass Authority to SFPP.

### **AGREEMENT**

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Bypass Authority, CCTA, and SFPP agree as follows:

**1. Term.** This MOU is effective on the Effective Date, which shall be the date it is finally executed by all Parties after it has been approved by CCTA's Board of Commissioners, the Bypass Authority's Board of Directors, and SFPP's Board of Directors through an authorized Officer of SFPP. This MOU terminates when all formal agreements described in Section 2 have been executed by the Parties hereto, and after the CCUA and JUA have been executed by SFPP and delivered to the Bypass Authority in accordance with Section 6.D.

**2. The Formal Agreements.** The formal agreements referenced in this MOU are as follow:

A. A "Purchase and Sale Agreement between State Route 4 Bypass Authority and SFPP, L.P. to Exchange Authority Property for a Highway Easement and Access Rights" ("Exchange Agreement"), in substantially the form attached hereto as Exhibit A;

B. A "Utility Pipeline/Facility Relocation And Modification Agreement" ("Utility Relocation Agreement") between CCTA and SFPP in substantially the form attached hereto as Exhibit B;

C. A "Purchase and Sale Agreement between State Route 4 Bypass Authority and SFPP, L.P. for the Egress Parcels" ("Egress Parcel Agreement"), in substantially the form attached hereto as Exhibit C; and

D. A "Purchase and Sale Agreement between State Route 4 Bypass Authority and SFPP, L.P. for Acquisition of Fee Title to SFPP Property" ("SFPP Property Agreement"), in substantially the form attached hereto as Exhibit D.

**3. Order of Execution of Formal Agreements.** It is anticipated that the formal agreements identified in Section 2 will be executed in the following order: first, the Exchange Agreement; second, the Utility Relocation Agreement; third, the Egress Parcel Agreement; and fourth, the SFPP Property Agreement.

**4. Authorized Representatives.** The Bypass Authority's Authorized Agent designated in Section 11.A., below, has been delegated authority to execute, on behalf of the Bypass Authority, the formal agreements identified in Section 2. The Chair of the Bypass Authority's Board of Directors has been delegated authority to execute, on behalf of the Bypass Authority, the Grant Deed with Reservations attached as Attachment 3 to Exhibit A, pursuant to Streets and Highways Code section 960. The Bypass Authority's Authorized Agent has been delegated authority to execute, on behalf of the Bypass Authority, the remaining deeds attached to the formal agreements identified in Section 2. CCTA's Authorized Agent designated in Section 11.A., below, has been delegated authority to execute, on behalf of CCTA, the Utility Relocation Agreement.

**5. Exchange of Highway Easement for the Bypass Authority Property.** Under the Exchange Agreement, the Bypass Authority will convey to SFPP fee title to the Bypass Authority Property, and a license to occupy, use, and improve the Egress Parcels; SFPP will convey to the Bypass Authority the Highway Easement on the SFPP Property; and SFPP will quitclaim to the Bypass Authority all of SFPP's interest in and to the Access Rights. Within ten (10) business days after the Bypass Authority gives notice to SFPP that it has Possession of the Egress Parcel, the Bypass Authority and SFPP will enter into the Exchange Agreement.

**6. Utility Relocation.**

A. Utility Relocation Agreement. Within twenty-one (21) days after the Effective Date, CCTA and SFPP will enter into the Utility Relocation Agreement. CCTA's Authorized Agent will provide the Bypass Authority's Authorized Agent and SFPP's Authorized Agent a copy of the fully executed Utility Relocation Agreement. As set forth in the Utility Relocation Agreement, CCTA will pay, among other costs, SFPP's costs for the Environmental Surveys of the Bypass Authority Property and Egress Parcels, and SFPP's legal costs related to the review of this MOU and its exhibits up to One Hundred Sixty Thousand and 00/100ths Dollars (\$160,000.00).

B. Relocation of SFPP Facilities. After the Utility Relocation Agreement has been fully executed by CCTA and SFPP, and after SFPP acquires fee title to the Bypass Authority Property and a license in the Egress Parcels under the Exchange Agreement,

SFPP will relocate the SFPP Facilities from the SFPP Property to the Bypass Authority Property in accordance with the Utility Relocation Agreement. The Utility Relocation Agreement requires SFPP to record a notice of completion following the completion of relocation as a condition of final payment under that agreement.

C. Entire Amount of Relocation Benefits. SFPP acknowledges and agrees that SFPP's right to relocation benefits and assistance under state and federal law, as set forth in California Government Code, section 7260, *et seq.*, and Title 42 of the United States Code, section 4601, *et seq.*, ("Relocation Benefits") have been fully explained by CCTA and are fully understood by SFPP. SFPP further acknowledges and agrees that the Relocation Benefits to which it is entitled are fully described by, and included in, the Utility Relocation Agreement. SFPP does not have any right to, and will not claim, any further Relocation Benefits arising out of the Project from the Bypass Authority, CCTA, Caltrans, or any other person or entity.

D. Execution and Delivery of Common Use Agreements. Within ten (10) business days after SFPP records a notice of completion following the relocation of the SFPP Facilities in accordance with the Utility Relocation Agreement, SFPP shall execute and deliver to the Bypass Authority the CCUA, in the form attached hereto as Exhibit E, and the JUA, in the form attached hereto as Exhibit F. The Bypass Authority will deliver the executed CCUA and JUA to Caltrans. It is agreed and understood that Caltrans will not execute the CCUA and JUA until after the Project is completed. It is further acknowledged that a separate CCUA, in the form attached hereto as Exhibit E, will need to be executed by SFPP and Caltrans after fee title to the SFPP Property is acquired pursuant to Exhibit D to this MOU.

## **7. Acquisition of Egress Parcels.**

A. Acquisition by the Bypass Authority. The Bypass Authority will acquire the Egress Parcels. SFPP shall not be required to pay any costs, fees, expenses, and demands related to the Bypass Authority's acquisition of the Egress Parcels.

B. Conveyance to SFPP. No later than five (5) business days after Bypass Authority's acquisition of the Egress Parcels, the Bypass Authority's Authorized Agent will notify SFPP in accordance with Section 11.A. Within ten (10) business days after receipt of notice given by the Bypass Authority's Authorized Agent, the Bypass Authority and SFPP will enter into the Egress Parcel Agreement, substantially in the form attached hereto as Exhibit C, to convey the Egress Parcels to SFPP.

## **8. Remediation of the SFPP Property; Conveyance to the Bypass Authority.**

A. Remediation. SFPP shall be solely responsible for remediating contamination on, in, and under the SFPP Property in accordance with the Remediation Plans and the

Utility Relocation Agreement. After remediation is complete, SFPP shall be responsible for obtaining an NFA Letter for the SFPP Property.

B. The Bypass Authority's Confirmation of Completion of Remediation. Within ten (10) business days after SFPP obtains an NFA Letter for the SFPP Property, SFPP's Authorized Agent shall provide a copy of the NFA Letter to the Bypass Authority's Authorized Agent. The Bypass Authority's Authorized Agent will confirm receipt of the NFA Letter related to the SFPP Property by providing notice to SFPP, no later than five (5) business days after such receipt, in accordance with Section 11.A.

C. Conveyance of Fee Title to the Bypass Authority. Within ten (10) business days after the later of (1) the date that the last of the Exchange Agreement, Utility Relocation Agreement, and Egress Parcel Agreement is fully executed by the Parties, and (2) the date that Bypass Authority's Authorized Agent provides SFPP the confirmation required by Section 8.B., above, the Bypass Authority and SFPP will enter into the SFPP Property Agreement, substantially in the form attached hereto as Exhibit D, under which SFPP will convey to the Bypass Authority fee title to the SFPP Property and reserve to itself an easement for its Pipeline. Notwithstanding anything to the contrary contained in Exhibit B, if SFPP does not obtain an NFA Letter, Bypass Authority shall have no obligation to execute the SFPP Property Agreement.

**9. Ingress Parcels.** The Bypass Authority intends to acquire the Ingress Parcels, to establish an alternative means of ingress to the Bypass Authority Property from Cortona Way. If the Ingress Parcels are acquired by the Bypass Authority, the Ingress Parcels will be transferred to SFPP in commercially reasonable and recordable form within ten (10) business days following the Bypass Authority's acquisition of the Ingress Parcels; and SFPP agrees to accept the Ingress Parcels upon such terms. If the Ingress Parcels have not been acquired before this MOU terminates as provided in Section 1, above, this provision shall survive the termination of the MOU until such time as the Ingress Parcels are transferred to SFPP.

**10. CEQA.** The actions covered by this MOU are subject to appropriate review under the California Environmental Quality Act (CEQA). The Bypass Authority is the CEQA lead agency for the Project.

**11. Miscellaneous Provisions.**

A. Notices. All notices and other correspondence required to be given under this MOU shall be in writing, and shall be delivered in person, by overnight delivery, or by U.S. Mail, to the following "Authorized Agent" designated for each Party:

CCTA:

Randall H. Iwasaki, Executive Director,  
Contra Costa Transportation Authority  
2999 Oak Road, Suite 100  
Walnut Creek, CA 94597

Bypass Authority:

Dale Dennis, Program Manager  
State Route 4 Bypass Authority  
255 Glacier Drive  
Martinez, CA 94553

SFPP:

c/o Kinder Morgan Energy Partners, L.P.  
1100 Town and Country Road  
Orange, CA 92868  
Attn: Project Manager

or to such other Authorized Agents or addresses as CCTA, the Bypass Authority, and SFPP may respectively designate by written notice to the other Parties. Notice shall be deemed given on the same day if it is personally delivered, on the next day if it is delivered by overnight delivery, or on the fifth (5<sup>th</sup>) day after the postmark date if it is given by U.S. Mail.

B. Assignment: No Third-Party Beneficiaries. This MOU shall inure to the benefit of and shall be binding upon the successors and assigns of the Parties hereto. This MOU may be assigned by SFPP for the purposes of effectuating a corporate transfer, transfer of the partnership interest, the interest of the limited partner and interest of the general partner, or transfer of all or substantially all of the assets of the partnership, the limited partner or general partner, as the case may be. Except as otherwise specified herein, this MOU may not be assigned unless the assignment is approved in writing by all Parties hereto. Nothing in this MOU, express or implied, is intended to confer on any person, other than the Parties and their successors and assigns, any rights or remedies by reason of this MOU.

C. Modification. This MOU may not be modified or amended except in a writing signed by all Parties hereto.

D. Construction. The section headings and captions of this MOU are, and the arrangement of this MOU is, for the sole convenience of the Parties to this MOU. The section headings, captions, and arrangement of this MOU do not in any way affect, limit, amplify, or modify the terms and provisions of this MOU. This MOU shall not be construed as if it had been prepared by one of the Parties, but rather as if all Parties have prepared it. The Parties to this MOU and their attorneys have read and reviewed this MOU and agree that any rule of construction to the effect that ambiguities are to be resolved

against the drafting party shall not apply to the interpretation of this MOU. The recitals of this MOU are, and shall be enforceable as, a part of this MOU.

E. Waiver. A waiver of breach of any covenant or provision in this MOU shall not be deemed a waiver of any other covenant or provision in this MOU, and no waiver shall be valid unless in writing and executed by the waiving party.

F. Specific Performance. The sole remedy for violation of this MOU shall be the specific performance of this MOU. The Bypass Authority, CCTA, and SFPP waive their respective rights to a trial by jury of any claim or cause of action arising out of this MOU.

G. Governing Law. This MOU shall be governed and construed in accordance with California law.

H. Counterparts. This MOU may be executed in one or more counterparts, each of which shall be deemed an original.


I. Attorney's Fees. In any action or proceeding to enforce or interpret any provision of this MOU, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs, and expenses.

**[Remainder of page intentionally left blank. Signatures on next pages.]**



STATE ROUTE 4 BYPASS AUTHORITY

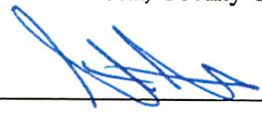
APPROVED:

By:   
Secretary

Date: 5-12-16  
(Date of Board Approval)

Approved as to form:


Sharon L. Anderson, County Counsel

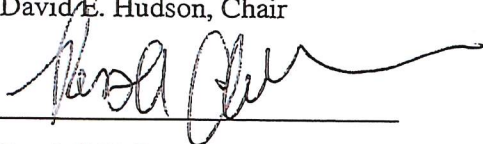
By:   
Deputy County Counsel


Memorandum of Understanding (CCTA MOU No. 50.05.01) By and Among State Route 4 Bypass Authority, Contra Costa Transportation Authority, and SFPP, L.P. Regarding Real Property Acquisition and Utility Relocation For the Balfour Road Interchange Project

**CONTRA COSTA TRANSPORTATION AUTHORITY**

APPROVED:

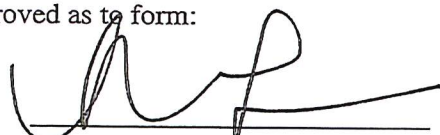
By:   
David E. Hudson, Chair

By:   
Randell H. Iwasaki

 Executive Director

Date: March 16, 2016  
(Date of Board Approval)

Approved as to form:

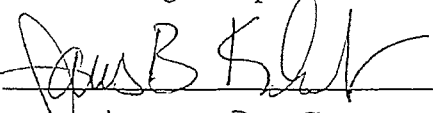
By:   
Malathy Subramanian  
Authority Counsel

**SFPP, L.P.**

a Delaware limited partnership

By: Kinder Morgan Operating L.P. "D"  
Its general partner

By: Kinder Morgan, G.P., Inc.  
Its general partner

By:   
Name: JAMES B KEALEY  
Title: VP MARKETING

**Exhibits:**

Exhibit A      Exchange Agreement

Attachment 1 Grant of Highway Easement  
Attachment 2 Quitclaim Deed  
Attachment 3 Grant Deed with Reservations  
Attachment 4 Form of FIRPTA Affidavit  
Attachment 5 Form of Withholding Affidavit

Exhibit B      Utility Relocation Agreement

Exhibit 1 Owner's Work  
Exhibit 2 Assumption For Estimate; Estimate  
Exhibit 3 Letter dated 1/29/15  
Exhibit 4 General Overhead and Administration Expenses  
Exhibit 5 Pipeline Right of Way Inspection and Monitoring Agreement  
Exhibit 6 Notice to Owner, Dated March 24, 2016

Exhibit C      Egress Parcel Agreement

Attachment 1 Grant Deed  
Attachment 2 Assignment of Easement

Exhibit D      SFPP Property Agreement

Attachment 1 Grant Deed for SFPP Property  
Attachment 2 Form FIRPTA Affidavit  
Attachment 3 Form of Withholding Affidavit  
Attachment 4 Abstract of Judgment

Exhibit E      Consent to Common Use Agreement

Exhibit E-1

Exhibit E-2

Exhibit E-3

Exhibit F      Joint Use Agreement

Exhibit F-1

Exhibit F-2

Purchase and Sales Agreement  
Between  
State Route 4 Bypass Authority  
And  
Kinder Morgan (SFPP)

**EXHIBIT C**  
**TO MEMORANDUM OF UNDERSTANDING**

Project: Balfour Road Interchange

Grantor:

SR4 Bypass Authority  
255 Glacier Drive  
Martinez, CA 94553

Parcel Numbers: 019-900-016, 019-150-094 and 019-150-095-8

**PURCHASE AND SALE AGREEMENT BETWEEN  
STATE ROUTE 4 BYPASS AUTHORITY AND SFPP, L.P. FOR  
ACCESS PARCELS**

---

This Agreement is entered into effective \_\_\_\_\_, 20\_\_ (“Effective Date”), by and between the State Route 4 Bypass Authority, a joint exercise of powers authority formed and existing under the laws of the State of California, (hereinafter “Bypass Authority”) and SFPP, L.P., a Delaware limited partnership (successor-in-interest to Southern Pacific Pipe Lines Partnership, L.P., a Delaware limited partnership) (hereinafter “SFPP”).

**RECITALS**

- A. The Bypass Authority and SFPP entered into the “Purchase and Sale Agreement Between State Route 4 Bypass Authority and SFPP, L.P., to Exchange Authority Property for a Highway Easement and Access Rights,” dated July 21, 2016 (“Exchange Agreement”). Under the Exchange Agreement, the Bypass Authority conveyed to SFPP fee title to certain real property on Balfour Road, in Brentwood, California (“New SFPP Property”), described in the Correction Grant Deed recorded on August 16, 2018, as Document No. 2018-0131143 of Official Records of Contra Costa County.
- B. When the Bypass Authority conveyed the New SFPP Property to SFPP, it reserved certain rights that prohibit egress from the property to Balfour Road, and that impose a sight distance restriction, due to its proximity to the Balfour Road Interchange Project (“Project”) being undertaken jointly by the Bypass Authority, Contra Costa Transportation Authority, and the State of California, Department of Transportation. SFPP therefore requires a permanent means of access to the New SFPP Property.
- C. The Bypass Authority has acquired fee title to certain portions, and access easements (both ingress and egress) over other portions, (together, the “Access Parcels”) of adjacent properties identified as Assessor’s Parcel Nos. 019-900-016, 019-150-094, and 019-150-095-8. The Access Parcels are described in Exhibit A to the “Grant Deed” attached hereto as Attachment 1 and in Exhibits A-1 (ingress only), A-2 (egress only), A-3 (access – ingress and egress), and A-4 (ingress only) to the “Assignments of Easements” attached hereto

together as Attachment 2. The Access Parcels provide a means of ingress to the New SFPP Property from Cortona Way, and egress from the New SFPP Property to Cortona Way.

- D. Under a license from the Bypass Authority ("License"), SFPP has improved, and has been using, some of the Access Parcels as a means of egress from the New SFPP Property. SFPP has determined that the Access Parcels will provide an adequate permanent means of accessing the New SFPP Property from Cortona Way, and for accessing Cortona Way from the New SFPP Property. The Bypass Authority is willing to convey the Access Parcels to SFPP for those purposes, and SFPP is willing to accept the Access Parcels for those purposes, under the terms of this Agreement.

### **AGREEMENT**

**NOW THEREFORE**, in consideration of the agreements herein contained and contained, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows.

1. **Conveyance of Access Parcels to SFPP.** Subject to the terms and conditions in this Agreement, the Bypass Authority will convey, and SFPP shall accept, fee title to the property described in the Grant Deed attached hereto as Attachment 1; and Bypass Authority will assign, and SFPP shall accept, the easements described in the Assignments of Easements attached hereto together as Attachment 2. The Parties agree that the conveyance of the Access Parcels under this Agreement satisfies the requirements of Sections 7 and 9 of the "Memorandum of Understanding by and among State Route 4 Bypass Authority, Contra Costa Transportation Authority, and SFPP, L.P., Regarding Real Property Acquisition and Utility Relocation for the Balfour Road Interchange Project," dated May 12, 2016.
2. **Escrow.** By this Agreement, the Bypass Authority and SFPP establish an escrow ("Escrow") with North American Title Company, Pleasanton, California ("Title Company"), their Escrow No. 1586371. SFPP and the Bypass Authority will prepare and file joint escrow instructions with the Title Company, in accordance with this Agreement.
  - 2.1 **Fees and Title Insurance.** The Bypass Authority shall pay all Escrow fees and recording fees required to be paid for the transactions that are the subject of this Agreement. If title insurance for any of the Access Parcels is desired by SFPP, SFPP will pay the premium charged therefor.
  - 2.2 **Deposit into Escrow.** No later than fifteen (15) days after the execution of this Agreement by both Parties, the Bypass Authority shall deliver the following items into Escrow with the Title Company:
    - A. The fully executed Grant Deed, in recordable form and properly executed on behalf of Grantor, conveying the fee title to the property described therein to SFPP subject only to the following "Approved Exceptions,": listed as: exceptions 6, 7, and 8 as shown on the North American Title Company file 1586371 dated August 14, 2018.



- B. The fully executed Assignments of Easements, in recordable form, conveying the easements described therein to SFPP.
  - C. All other documents as may be required by the Title Company to close the Transaction.
  - D. Any funds required from the Bypass Authority to close Escrow.
- 2.3 Close of Escrow. Escrow shall close within one (1) business day after all of the documents and funds described in Section 2.2 have been deposited into Escrow. On the date Escrow is closed (“Closing Date”), and after receipt of a provisional draft closing statement showing all receipts and disbursements of the Escrow the Title Company shall close Escrow as follows:
- A. Record the Grant Deed, marked for return to SFPP (which shall be deemed delivery to SFPP).
  - B. Record the Assignments of Easements, marked for return to SFPP (which shall be deemed delivery to SFPP).
  - C. Issue the Title Policy for the Access Parcels, if requested to do so by SFPP.
  - D. Prorate taxes, assessments, rents, and other charges, if any, as of the Closing Date.
  - E. Prepare and deliver to the Bypass Authority and to SFPP one fully executed copy of the Closing Statement showing all receipts and disbursements of the Escrow.

If the Title Company is unable to perform all of the instructions set forth in this Section, the Title Company shall notify SFPP and the Bypass Authority and shall retain all funds and documents pending receipt of further instructions from SFPP and the Bypass Authority. Upon the recording of the Grant Deed and all Assignments of Easements, the License shall terminate.

3. **Bypass Authority’s Representations.** The Bypass Authority makes the following representations and warranties based on its current actual knowledge with the understanding that these representations and warranties are material and are being relied upon by SFPP. The Bypass Authority represents and warrants to SFPP that as of the date of this Agreement and as of Closing Date:

3.1 Marketable Title to the Access Parcels.

- A. The Bypass Authority is the owner of the property described in the Grant Deed attached hereto as Attachment 1 (“Access Fee Parcel”), and has marketable and insurable fee simple title to such property free and clear of the following, excepting those Approved Exceptions listed in Section 2.2(A), above: (i) all mortgages, loans or other liens, (ii) all covenants,

conditions and restrictions and grant of easements recorded July 15, 2005 and amended June 27, 2007, (iii) all easements and encroachments for landscaping, irrigation and parking rights granted to any dominant tenement, and (iv) all leasehold interests. No leases, licenses (other than the License), or other agreements allowing any third party rights to use the Access Fee Parcel are or will be in force unless prior written consent has been given by SFPP. Commencing with the full execution of this Agreement by both parties and until the Closing Date, the Bypass Authority shall not permit any liens, encumbrances, or easements to be placed on the Access Fee Parcel. The Bypass Authority and SFPP understand and agree that, after SFPP acquires the Access Parcels, the property will be subject to taxes and assessments in accordance with State law.

- B. The Bypass Authority is the owner of the easement rights described in the Assignments of Easements attached hereto together as Attachment 2 ("Access Easements"), has marketable and insurable rights to use the Access Easements, and may assign the Access Easements without the consent of any other party.
  - C. The right, title, and interest in the Access Parcels to be conveyed and assigned by the Bypass Authority to SFPP pursuant to this Agreement shall not exceed that vested in the Bypass Authority.
- 3.2 This Agreement and all other documents delivered prior to or on the Closing Date have been duly authorized, executed, and delivered by the Bypass Authority; are binding obligations of the Bypass Authority; and are collectively sufficient to transfer all of the Bypass Authority's rights to the Access Parcels.
- 3.3 In addition to any other remedies that may be available to SFPP, as the result of a breach of any of the foregoing warranties or representations, the Bypass Authority shall defend and hold SFPP harmless and reimburse SFPP for any and all loss, cost, liability, expense, damage or other injury, including without limitation, attorney's fees, incurred by reason of, or in any manner resulting from the breach of any of the warranties and representations contained in this Agreement and all third-party claims arising out of or related to any facts or circumstances with respect to the period prior to the Closing Date.
4. **Condition of the Access Parcels.** Neither the Bypass Authority, nor its agents or employees, have made any warranty, guarantee, or representation concerning any matter or thing affecting or relating to the Access Parcels, nor does the Bypass Authority assume any responsibility for the conformance to codes or permit regulations of the city or County within which they are located. The Bypass Authority has not made, and does not make, any representation as to the physical condition of the Access Parcels. SFPP shall take title to the Access Parcels in their "AS-IS" condition.

## **5. Indemnification; Release.**

- 5.1 As partial consideration for the Access Parcels, beginning on the Closing Date and continuing at all times thereafter, SFPP shall defend, indemnify, protect, save, and hold harmless the Bypass Authority, its officers, agents, and employees (each an "Indemnatee" and collectively, the "Indemnitees"), from any and all claims, costs, and liability for any damages, sickness, death, or injury to persons or property, from any cause whatsoever ("Liabilities"), from or connected with SFPP's acquisition or use of the Access Parcels, and will reimburse the Bypass Authority for any expenditures, including reasonable attorney's fees and costs that the Bypass Authority may make by reason of such matters and, if requested by Bypass Authority, will defend any such suits at SFPP's sole cost and expense. Notwithstanding the foregoing, nothing in this Subsection 5.1 shall require SFPP to defend, indemnify, protect, save and hold harmless the Bypass Authority for any portion of Liabilities to the extent a court of competent jurisdiction determines that portion of the Liabilities arises from the negligence or willful misconduct of the Bypass Authority, its officers, agents, or employees or any Indemnatee. The obligations of this Subsection 5.1 shall survive only for the lesser of: (i) a period of five (5) years after the Closing Date; or (ii) the expiration of the applicable period of time during which any action, suit or proceeding may be filed or maintained against any Indemnatee with respect to any Liabilities that may be subject to indemnification by SFPP.
- 5.2 SFPP acknowledges and agrees that the Access Parcels provide a sufficient means of ingress to and egress from the New SFPP Property and public roads and highways. As partial consideration for the Access Parcels, SFPP hereby releases and discharges the Bypass Authority and its employees, agents, attorneys, officers, divisions, related agencies and entities, affiliates, successors and assigns from any claims, demands, causes of action, obligations, damages, and liabilities that SFPP has now or could assert in any manner related to or arising from the physical condition of the Access Parcels, the adequacy of the Access Parcels as a means of egress from the New SFPP Property, any obligation of the Bypass Authority to provide an alternative means of egress from the New SFPP Property, or the adequacy of the Access Parcels as an alternative means of ingress to the New SFPP Property from Cortona Way. SFPP knowingly waives the right to make any claim against the Bypass Authority for such damages and expressly waives all rights provided under section 1542 of the California Civil Code, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

6. **Survival.** Except as otherwise expressly provided herein, all of the terms, provisions, representations, warranties, and covenants of the parties under this Agreement shall survive the assignment, expiration, or termination of this Agreement and shall not merge in the Grant Deed, Assignments of Easements or other documents following the delivery and recordation of said deed, assignment or other documents.
7. **Assignment and Successors.** This Agreement shall inure to the benefit of and shall be binding upon the parties to this Agreement and their respective heirs, successors, and assigns. This Agreement may not be assigned unless the assignment is agreed to in writing by both parties hereto; provided, however, that SFPP may assign its rights and interests under this Agreement for the purposes of effectuating a corporate transfer, including without limitation, an assignment to any corporation, partnership, or joint venture affiliated by common management or ownership with SFPP without obtaining the prior written approval of the Bypass Authority. In the event of any assignment by SFPP permitted under this Agreement, SFPP shall not be released from any of its obligations or liabilities hereunder as a result of any assignment until such assignee(s) has assumed and agreed to carry out any and all such covenants, agreements and obligations.
8. **Notices.** All notices (including requests, demands, approvals or other communications) under this Agreement shall be in writing and shall be delivered in person, by overnight delivery, or by U.S. Mail to:

SFPP: SFPP, L.P.  
1100 Town & Country Road  
Orange, CA 92868  
Attn: Project Manager

Bypass Authority: Real Estate Division  
Public Works Department  
255 Glacier Drive  
Martinez, CA 94553  
Tel. (925) 642-7642  
Attn: L. Lucy Owens

or to such other addresses as Bypass Authority and SFPP may respectively designate by written notice to the other. Notice shall be deemed given: on the same if it is personally delivered; on the next day if it is delivered by overnight delivery; or on the fifth day after the postmark date if it is given by U.S. Mail.

9. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the conveyance of the Access Parcels to SFPP. This Agreement supersedes any and all other prior agreements and all negotiations leading up to the execution of this Agreement, whether oral or in writing, between the parties with respect to the subject of this Agreement. The parties acknowledge that no representations, inducements, promises, or statements, oral, or otherwise, related to the exchange have been made by any of the parties, or by anyone acting on behalf of the parties, that are not embodied or incorporated

by reference herein, and further agree that no other covenant, representation, inducement, promise, or statement not set forth in this Agreement shall be valid or binding.

10. **Construction.** The section headings and captions of this Agreement are, and the arrangement of this instrument is, for the sole convenience of the parties to this Agreement. The section headings, captions and arrangement of this instrument do not in any way affect, limit, amplify or modify the terms and provisions of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared it. The parties to this Agreement and their counsel have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement. The Recitals are and shall be enforceable as a part of this Agreement.
11. **Further Assurances.** Whenever requested to do so by the other party, each party shall execute, acknowledge and deliver all further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents and all further instruments and documents as may be necessary, expedient, or proper in order to complete all conveyances, transfers, sales, and assignments under this Agreement, and do all other acts and to execute, acknowledge, and deliver all documents as requested in order to carry out the intent and purpose of this Agreement.
12. **Waiver.** A waiver or breach of any covenant or provision in this Agreement shall not be deemed a waiver of any other covenant or provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving party.
13. **Severability.** If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.
14. **Governing Law.** This Agreement shall be governed and construed in accordance with California law.
15. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.
16. **Attorney's Fees.** In any action or proceeding to enforce or interpret any provision of this Agreement; any alleged disputes, breaches, defaults or misrepresentations in connection with any provision of this Agreement; or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs, and expenses.

[Remainder of page intentionally left blank. Signatures on next page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date set forth above.

**STATE ROUTE 4 BYPASS AUTHORITY**

APPROVED:

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

Date: \_\_\_\_\_  
(Date of Board Approval)

RECOMMENDED FOR APPROVAL:

By: \_\_\_\_\_  
Real Property Agent

By: \_\_\_\_\_  
Principal Real Property Agent

APPROVED AS TO FORM:

Mary Ann McNett Mason, County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

**SFPP, L.P.**

a Delaware limited partnership

By: Kinder Morgan Operating L.P. "D"  
Its general partner

By: Kinder Morgan, G.P., Inc.  
Its general partner

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

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

(Date Signed by Grantor)

**NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN  
WILL BE RECOGNIZED**

Attachments:

Attachment 1 - Grant Deed

Attachment 2 – Four Assignments of Easements



**ATTACHMENT 1**

**GRANT DEED**

Recording Requested By:  
SFPP, L.P.

When Recorded Return to;  
SFPP, L.P.  
1100 Town & Country Road  
Orange, CA 92868  
Attn: Project Manager

SPACE ABOVE THIS LINE FOR RECORDERS USE

Portions of Assessor's Parcel Nos. 019-150-095 & 019-900-016

District	County	Route	Project No.
4	CC	4	4460-6X4425

## GRANT DEED

For Value Received, STATE ROUTE 4 BYPASS AUTHORITY, a joint exercise of powers agency,

**GRANT(S)** SFPP, L.P., a Delaware limited partnership (successor-in-interest to Southern Pacific Pipe Lines Partnership, L.P., a Delaware limited partnership), the following described real property in the City of Brentwood, County of Contra Costa, State of California.

**FOR DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF. FOR DEPICTION SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 22

Grantor: State Route 4 Bypass Authority

By \_\_\_\_\_  
Secretary or Designee

**ATTACH APPROPRIATE ACKNOWLEDGEMENT**

**EXHIBIT "A"**

**PARCEL 1**

THE PARCEL AS DESCRIBED IN THE DOCUMENT RECORDED ON JULY 21, 2016, AT SERIES NUMBER 2016-0144658 IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF PARCEL D, SITUATE IN THE CITY OF BRENTWOOD, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AS SHOWN ON THE PARCEL MAP RECORDED JANUARY 21, 2005, IN BOOK 192 OF PARCEL MAPS AT PAGE 5, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL D; THENCE ALONG THE NORTH LINE OF SAID PARCEL N89°24'52"W, 191.30'; THENCE LEAVING SAID NORTH LINE S02°07'41"W, 4.00'; THENCE RUNNING PARALLEL TO SAID NORTH LINE S89°24'52"E, 190.90' TO THE EAST LINE OF SAID PARCEL D; THENCE ALONG SAID EAST LINE N07°52'22"E, 4.03' TO THE POINT OF BEGINNING.

CONTAINING 764 SQUARE FEET, MORE OR LESS.

**PARCEL 2**

THE PARCEL AS DESCRIBED IN THE DOCUMENT RECORDED ON JUNE 29, 2018, AT SERIES NUMBER 2018-0103557 IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF PARCEL B, SITUATE IN THE CITY OF BRENTWOOD, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AS SHOWN ON THE PARCEL MAP RECORDED JANUARY 21, 2005, IN BOOK 192 OF PARCEL MAPS AT PAGE 5, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL B; THENCE ALONG THE SOUTH LINE OF SAID PARCEL B, N89°24'52"W, 191.30'; THENCE LEAVING SAID SOUTH LINE N02°07'41"E, 9.14'; THENCE N51°42'08"E, 14.12'; THENCE RUNNING PARALLEL TO SAID SOUTH LINE S89°24'52"E, 182.36' TO THE EAST LINE OF SAID PARCEL B; THENCE ALONG SAID EAST LINE S07°52'22"W, 18.15' TO THE POINT OF BEGINNING.

CONTAINING 3,412 SQUARE FEET, MORE OR LESS.

BEARINGS ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE III, EPOCH DATE OF 1991.35. DISTANCES GIVEN ARE GRID DISTANCES. TO OBTAIN GROUND DISTANCES, MULTIPLY DISTANCE GIVEN BY 1.0000650.

THIS DESCRIPTION WAS PREPARED UNDER MY DIRECTION IN CONFORMANCE WITH SECTION 8726 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA.

EXHIBIT B BEING PAGES 2 AND 3 OF 3 IS HEREIN MADE PART OF THIS DESCRIPTION.

*Garrett M. McLaughlin* 4/8/2018  
GARRETT MCLAUGHLIN DATE

PLS 9090

PAGE 1 of 3





CORTONA WAY

PARCEL B  
192 PM 5

PARCEL C  
192 PM 5

4.00' POB  
N89°24'52"W 191.30'  
S89°24'52"E 190.90'  
S2°07'41"W 4.00'  
N7°52'22"E 4.03'

PARCEL D  
192 PM 5

### LEGEND

- O DIMENSION POINT
- POB POINT OF BEGINNING
- AREA OF DESCRIPTION
- ACCESS CONTROLLED

BEARINGS AND DISTANCES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE III, EPOCH DATE OF 1991.35. DISTANCES GIVEN ARE GRID DISTANCES. TO OBTAIN GROUND DISTANCES, MULTIPLY DISTANCE GIVEN BY 1.0000650.

**QUINCY**  
ENGINEERING  
11017 Cobblebrook Drive, Suite 100  
Rancho Cordova, CA 95670  
www.quincyceng.com



*Garrett B. McLaughlin*  
8/8/2018



STATE OF CALIFORNIA  
BUSINESS, TRANSPORTATION  
AND HOUSING AGENCY  
DEPARTMENT OF TRANSPORTATION  
DISTRICT 4

EXHIBIT B  
PARCEL 1

DR. BY: ADD	DATE: 11/19/2015
CKD BY: JRW	SCALE: 1"=50'
CO. RTE. PM	E.A.# 04-4H1601
CC 4	36.0
PAGE 2 OF 3	



CORTONA WAY

PARCEL B  
192 PM 5

N51°42'08"E  
14.12'

S89°24'52"E 182.36'

N2°07'41"E  
9.14'

N89°24'52"W 191.30'

S7°52'22"W  
18.15'

POB

PARCEL C  
192 PM 5

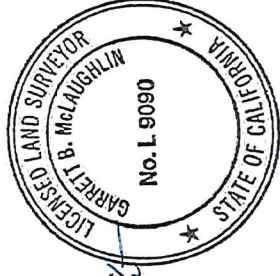
PARCEL D  
192 PM 5

### LEGEND

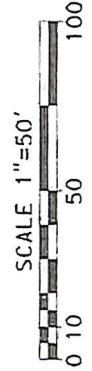
- DIMENSION POINT
- POINT OF BEGINNING
- ▨ AREA OF DESCRIPTION
- ||||||| ACCESS CONTROLLED

BEARINGS AND DISTANCES ARE  
BASED ON THE CALIFORNIA  
COORDINATE SYSTEM OF 1983  
(CCS83), ZONE III, EPOCH DATE  
OF 1991.35. DISTANCES GIVEN  
ARE GRID DISTANCES. TO  
OBTAIN GROUND DISTANCES,  
MULTIPLY DISTANCE GIVEN BY  
1.0000650.

**QUINCY**  
ENGINEERING  
11017 Cobblersrock Drive, Suite 100  
Rancho Cordova, CA 95670  
www.quincyeng.com



*Garrett B. McLaughlin*  
8/6/2016



STATE OF CALIFORNIA  
BUSINESS, TRANSPORTATION  
AND HOUSING AGENCY  
DEPARTMENT OF TRANSPORTATION  
DISTRICT 4

## EXHIBIT B PARCEL 2

DR. BY: ADD		DATE: 11/19/2015	
CKD BY: JRW		SCALE 1"=50'	
CO.	RTE.	PM	E.A.# 04-4H1601
CC	4	36.0	PAGE 3 OF 3

**ATTACHMENT 2**  
**ASSIGNMENTS OF EASEMENTS**

Recording Requested By:  
SFPP, L.P.

When Recorded Return to:  
SFPP, L.P.  
1100 Town & Country Road  
Orange, CA 92868  
Attn: Project Manager

Assessor's Parcel No. 019-150-094

SPACE ABOVE THIS LINE FOR RECORDER'S USE

District	County	Route	Project No.
4	CC	4	4460-6X4425

## ASSIGNMENT OF EASEMENT

For valuable consideration, receipt of which is hereby acknowledged,

STATE ROUTE 4 BYPASS AUTHORITY, a joint exercise of powers agency,  
("Assignor"),

**Hereby assigns, transfers, and conveys** to SFPP, L.P., a Delaware limited partnership (successor-in-interest to Southern Pacific Pipe Lines Partnership, L.P., a Delaware limited partnership) all of Assignor's rights, title, interests and obligations under that certain easement recorded on August 16, 2016, in the Official Records of Contra Costa County, as Document No. 2016-0163748-00, from McDonald's USA, LLC, to State Route 4 Bypass Authority, with respect to the following described real property located in the City of Brentwood, County of Contra Costa, State of California,

**FOR DESCRIPTION SEE EXHIBIT "A-1" ATTACHED HERETO AND MADE A PART HEREOF. FOR DEPICTION SEE EXHIBIT "B-1" ATTACHED HERETO AND MADE A PART HEREOF.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Grantor: State Route 4 Bypass Authority

By \_\_\_\_\_  
Secretary/ or Designee

**ATTACH APPROPRIATE ACKNOWLEDGEMENT**



EXHIBIT "A-1"


A PERPETUAL ACCESS EASEMENT AND RIGHT OF WAY FOR INGRESS PURPOSES (NOT TO BE EXCLUSIVE) UPON, IN, OVER, AND ACROSS THE NORTHERLY 25.39' OF PARCEL C, SITUATE IN THE CITY OF BRENTWOOD, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AS SHOWN ON THE PARCEL MAP RECORDED JANUARY 21, 2005, IN BOOK 192 OF PARCEL MAPS AT PAGE 5, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

CONTAINING 3,246 SQUARE FEET, MORE OR LESS.

BEARINGS ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE III, EPOCH DATE OF 1991.35. DISTANCES GIVEN ARE GRID DISTANCES. TO OBTAIN GROUND DISTANCES, MULTIPLY DISTANCE GIVEN BY 1.0000650.

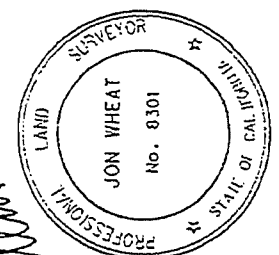
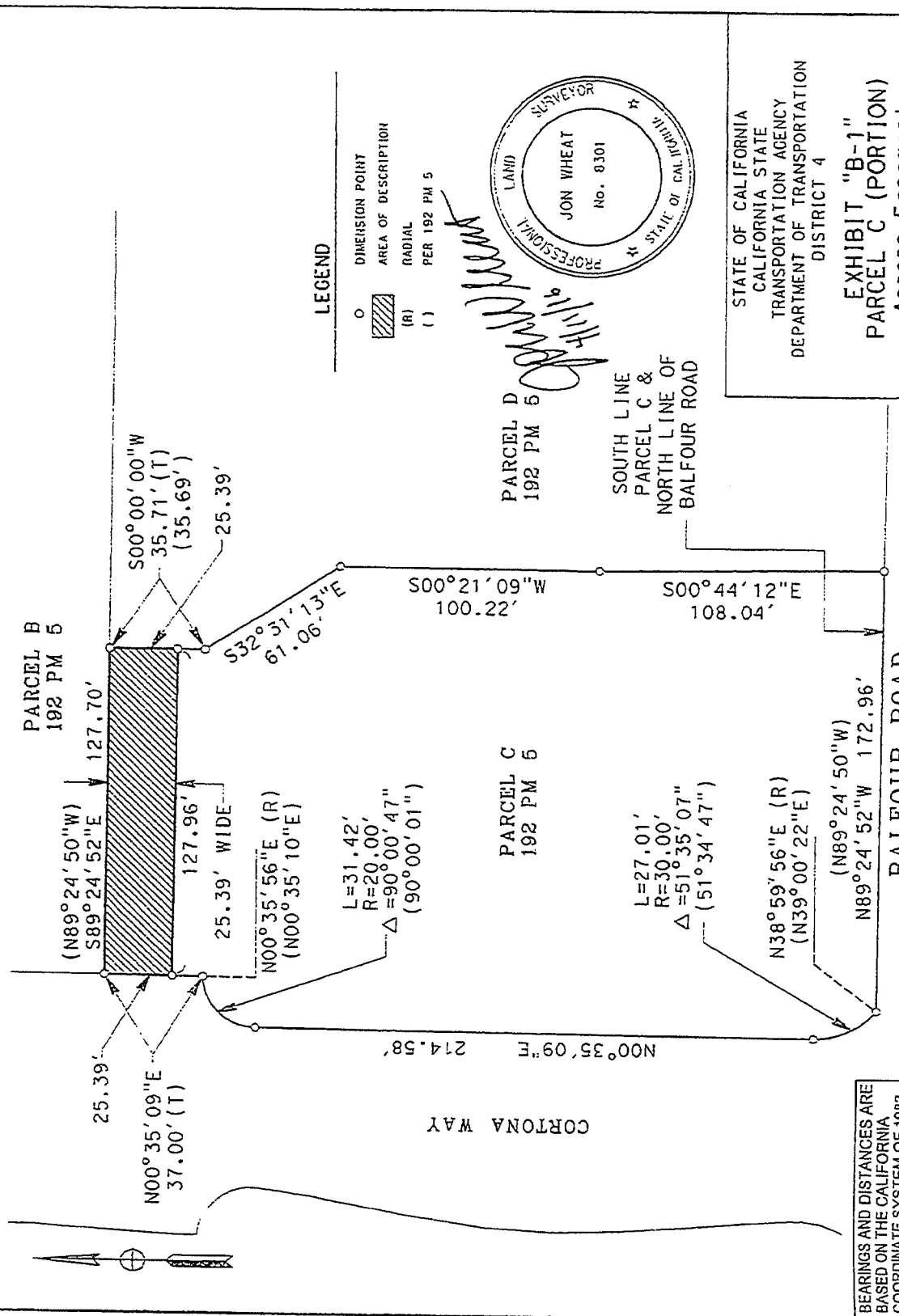
THIS DESCRIPTION WAS PREPARED UNDER MY DIRECTION IN CONFORMANCE WITH SECTION 8726 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA.

EXHIBIT B-1 BEING PAGE 2 OF 2 IS HEREIN MADE PART OF THIS DESCRIPTION.

  
JON WHEAT  
PLS 8301

4/2/16  
DATE





STATE OF CALIFORNIA  
CALIFORNIA STATE  
TRANSPORTATION AGENCY  
DEPARTMENT OF TRANSPORTATION  
DISTRICT 4

**EXHIBIT "B-1"**  
**PARCEL C (PORTION)**  
**Access Easement**

DR. BY: ADD	DATE: 4/7/2016
CKD BY: JWW	SCALE: 1"=50'
CO.	PM
CC	4
	36.0
	2 OF 2

**QUINCY ENGINEERING**  
11017 Cobblecreek Drive, Suite 100  
Hawthorne, CA 90507  
www.quincyeng.com

SCALE 1"=50'

0 10 50 100

S:\CTI\en\CA\CA\27-110 BALFOUR (NIR)\CA\27-110 BALFOUR (NIR)\CAD\Map01 Plots\SPARCEL C 192PM5 HIRLESS.dgn

Recording Requested By:  
SFPP, L.P.

When Recorded Return to:  
SFPP, L.P.  
1100 Town & Country Road  
Orange, CA 92868  
Attn: Project Manager

Assessor's Parcel No. 019-900-016

SPACE ABOVE THIS LINE FOR RECORDER'S USE

District	County	Route	Project No.
4	CC	4	4460-6X4425

## ASSIGNMENT OF EASEMENT

For valuable consideration, receipt of which is hereby acknowledged,

STATE ROUTE 4 BYPASS AUTHORITY, a joint exercise of powers agency, ("Assignor"),

**Hereby assigns, transfers, and conveys to SFPP, L.P.**, a Delaware limited partnership (successor-in-interest to Southern Pacific Pipe Lines Partnership, L.P., a Delaware limited partnership) all of Assignor's rights, title, interests and obligations under that certain Permanent Access Easement (Parcel 63184-2) recorded in the Final Order of Condemnation on June 29, 2018, in the Official Records of Contra Costa County, as Document No. 2018-0103557, from Meridian Professional Center - Brentwood Owners Association to State Route 4 Bypass Authority, with respect to the following described real property located in the City of Brentwood, County of Contra Costa, State of California,

**FOR DESCRIPTION SEE EXHIBIT "A-2" ATTACHED HERETO AND MADE A PART HEREOF. FOR DEPICTION SEE EXHIBIT "B-2" ATTACHED HERETO AND MADE A PART HEREOF.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Grantor: State Route 4 Bypass Authority

By \_\_\_\_\_  
Secretary/ or Designee

**ATTACH APPROPRIATE ACKNOWLEDGEMENT**

EXHIBIT "A-2"

A PERPETUAL ACCESS EASEMENT AND RIGHT OF WAY FOR EGRESS PURPOSES (NOT TO BE EXCLUSIVE) UPON, IN, OVER AND ACROSS THE FOLLOWING DESCRIBED LAND:

A PORTION OF PARCEL B, SITUATE IN THE CITY OF BRENTWOOD, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AS SHOWN ON THE PARCEL MAP RECORDED JANUARY 21, 2005, IN BOOK 192 OF PARCEL MAPS AT PAGE 5, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:


BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL B; THENCE ALONG THE SOUTH LINE OF SAID PARCEL B, S89°24'52"E, 148.54'; THENCE LEAVING SAID SOUTH LINE N02°07'41"E, 9.14'; THENCE N51°42'08"E, 14.12'; THENCE N74°39'32"W, 33.22'; THENCE RUNNING PARALLEL TO SAID SOUTH LINE, N89°24'52"W, 127.66' TO THE WESTERLY BOUNDARY OF SAID PARCEL B; THENCE ALONG SAID BOUNDARY OF PARCEL B, S00°35'08"W, 26.46' TO THE POINT OF BEGINNING.

CONTAINING 3,942 SQUARE FEET, MORE OR LESS.

BEARINGS ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE III, EPOCH DATE OF 1991.35. DISTANCES GIVEN ARE GRID DISTANCES. TO OBTAIN GROUND DISTANCES, MULTIPLY DISTANCE GIVEN BY 1.0000650.

THIS DESCRIPTION WAS PREPARED UNDER MY DIRECTION IN CONFORMANCE WITH SECTION 8726 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA.

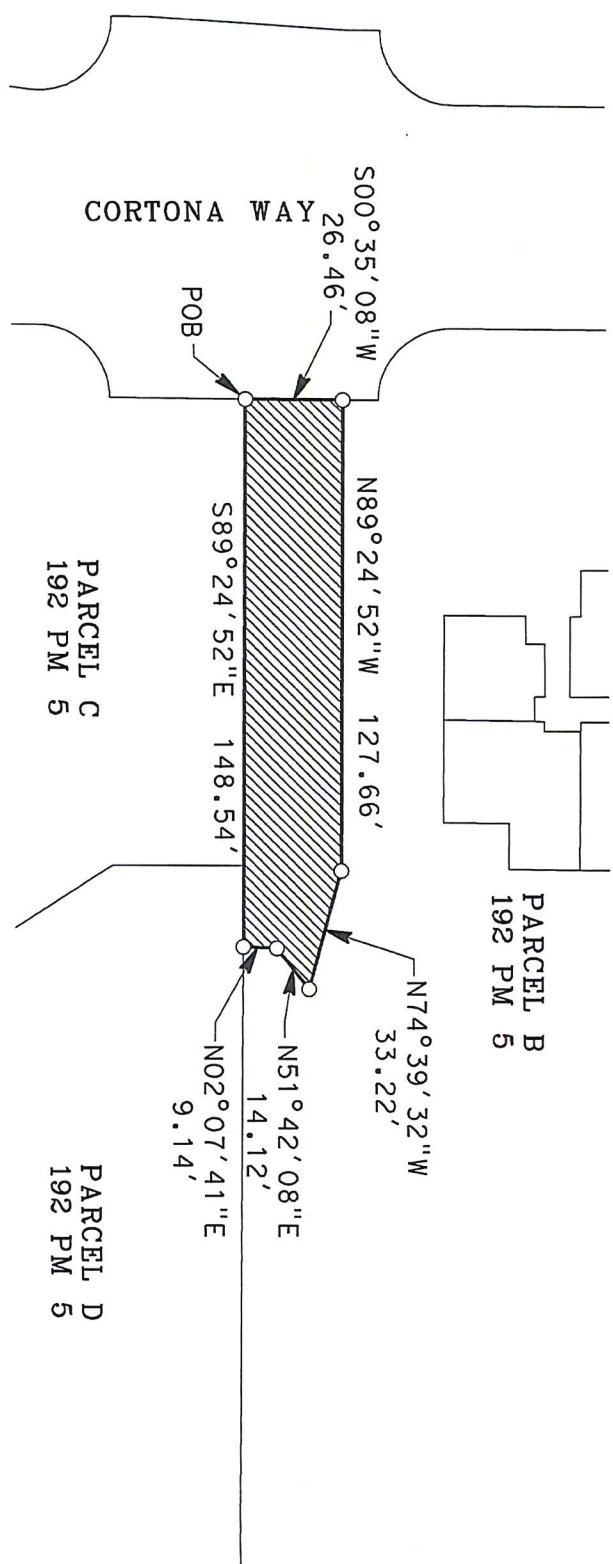
EXHIBIT B-2 BEING PAGE 2 OF 2 IS HEREIN MADE PART OF THIS DESCRIPTION.

 1/6/2016  
JON WHEAT  
PLS 8301

DATE



PAGE 1 OF 2  
CALTRANS TRACKING No. 63184-2



**LEGEND**

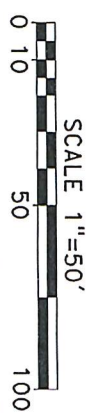
- DIMENSION POINT
- POB POINT OF BEGINNING
- ▨ AREA OF DESCRIPTION
- |||||| ACCESS CONTROLLED

BEARINGS AND DISTANCES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83) ZONE III. EPOCH DATE OF 1991.35. DISTANCES GIVEN ARE GRID DISTANCES. TO OBTAIN GROUND DISTANCES, MULTIPLY DISTANCE GIVEN BY 1.0000650.



11017 Cobblerock Drive, Suite 100  
Rancho Cordova, CA 95670  
www.quincyeng.com

*Jon Wheat*  
11/6/2016



STATE OF CALIFORNIA BUSINESS, TRANSPORTATION AND HOUSING AGENCY DEPARTMENT OF TRANSPORTATION DISTRICT 4 EXHIBIT "B-2" PARCEL B (PORTION) Access Easement Coltrans Tracking # 63184-2			
DR. BY: ADD		DATE: 1/5/2016	
CKD BY: JRW		SCALE 1"=50'	
CO.	RTE.	PM	E.A.# 04-4H1601
CC	4	36.0	2 OF 2



Recording Requested By:  
SFPP, L.P.

When Recorded Return to:  
SFPP, L.P.  
1100 Town & Country Road  
Orange, CA 92868  
Attn: Project Manager

Assessor's Parcel No. 019-150-095

SPACE ABOVE THIS LINE FOR RECORDER'S USE

District	County	Route	Project No.
4	CC	4	4460-6X4425

## ASSIGNMENT OF EASEMENT

For valuable consideration, receipt of which is hereby acknowledged,

STATE ROUTE 4 BYPASS AUTHORITY, a joint exercise of powers agency, ("Assignor"),

**Hereby assigns, transfers, and conveys to SFPP, L.P.**, a Delaware limited partnership (successor-in-interest to Southern Pacific Pipe Lines Partnership, L.P., a Delaware partnership), all of Assignor's rights, title, interests and obligations under that certain easement recorded on July 21, 2016, in the Official Records of Contra Costa County, as Document No. 2016-0144659, from Balfour Properties, LLC, to State Route 4 Bypass Authority, with respect to the following described real property located in the City of Brentwood, County of Contra Costa, State of California,

**FOR DESCRIPTION SEE EXHIBIT "A-3" ATTACHED HERETO AND MADE A PART HEREOF. FOR DEPICTION SEE EXHIBIT "B-3" ATTACHED HERETO AND MADE A PART HEREOF.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Grantor: State Route 4 Bypass Authority

By \_\_\_\_\_  
Secretary/ or Designee

**ATTACH APPROPRIATE ACKNOWLEDGEMENT**

**EXHIBIT "A-3"**

A PERPETUAL EASEMENT AND RIGHT OF WAY FOR ACCESS PURPOSES (NOT TO BE EXCLUSIVE) UPON, IN, OVER, AND ACROSS THE FOLLOWING DESCRIBED LAND:

A PORTION OF PARCEL D, SITUATE IN THE CITY OF BRENTWOOD, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AS SHOWN ON THE PARCEL MAP RECORDED JANUARY 21, 2005, IN BOOK 192 OF PARCEL MAPS AT PAGE 5, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL D; THENCE ALONG THE NORTH LINE OF SAID PARCEL D, S89°24'52"E, 20.84'; THENCE LEAVING SAID NORTH LINE S02°07'41"W, 4.00'; THENCE N78°29'40"W, 21.11' TO THE POINT OF BEGINNING.

CONTAINING 42 SQUARE FEET, MORE OR LESS.

BEARINGS ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE III, EPOCH DATE OF 1991.35. DISTANCES GIVEN ARE GRID DISTANCES. TO OBTAIN GROUND DISTANCES, MULTIPLY DISTANCE GIVEN BY 1.0000650.

THIS DESCRIPTION WAS PREPARED UNDER MY DIRECTION IN CONFORMANCE WITH SECTION 8726 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA.

EXHIBIT B-3 BEING PAGE 2 OF 2 IS HEREIN MADE PART OF THIS DESCRIPTION.

Garrett B. McLaughlin 1/30/2019

GARRETT B. McLAUGHLIN  
PLS 9090

DATE



PAGE 1 OF 2  
CALTRANS TRACKING No. 63183-2

S:\Client\CCTA\C27-100 BALFOUR INTERCHANGE\Survey\Office\PARCEL 63183-2\_01302019.docx

PARCEL B  
192 PM 5

POB



N00°00'00"E  
35.69'

N78°29'40"W  
21.11'

N89°24'52"W  
191.30'

(N89°24'50"W)  
N89°24'52"W 212.14'

S89°24'52"E 20.84'

S02°07'41"W  
4.00'

N32°31'13"W  
61.06'

N00°21'09"E  
100.22'

N00°44'12"W  
108.04'

(N89°24'50"W)  
N89°24'52"W 174.65'

BALFOUR ROAD

SOUTH LINE  
PARCEL D &  
NORTH LINE OF  
BALFOUR ROAD

### LEGEND

- O DIMENSION POINT
- POB POINT OF BEGINNING
- AREA OF DESCRIPTION
- (R) RADIAL
- ( ) PER 192 PM 5

BEARINGS AND DISTANCES ARE  
BASED ON THE CALIFORNIA  
COORDINATE SYSTEM OF 1983  
(CCS83), ZONE III, EPOCH DATE  
OF 1991.35. DISTANCES GIVEN  
ARE GRID DISTANCES. TO  
OBTAIN GROUND DISTANCES,  
MULTIPLY DISTANCE GIVEN BY  
1.0000650.



11017 Cobblebrook Drive, Suite 100  
Rancho Cordova, CA 95670  
www.quincyeng.com

SCALE 1"=50'



L=124.76'  
R=809.61'  
 $\Delta = 8^{\circ}49'46''$

PARCEL D  
192 PM 5

PARCEL C  
192 PM 5

S85°27'00"W(R)

N85°43'14"W(R)

*Darrell M. Laughlin*  
1/30/2019



STATE OF CALIFORNIA  
BUSINESS, TRANSPORTATION  
AND HOUSING AGENCY  
DEPARTMENT OF TRANSPORTATION  
DISTRICT 4

EXHIBIT "B-3"  
PARCEL D (PORTION)  
Access Easement  
Caltrans Tracking # 63183-2

DR. BY: ADD	DATE: 1/30/2019
CKD BY: JRW	SCALE 1"=50'
CO. RTE. PM	E.A.# 04-4H1601
CC 4	36.0
	2 OF 2

Recording Requested By:  
SFPP, L.P.

When Recorded Return to:  
SFPP, L.P.  
1100 Town & Country Road  
Orange, CA 92868  
Attn: Project Manager

Assessor's Parcel No. 019-150-095

SPACE ABOVE THIS LINE FOR RECORDER'S USE

District	County	Route	Project No.
4	CC	4	4460-6X4425

## ASSIGNMENT OF EASEMENT

For valuable consideration, receipt of which is hereby acknowledged,

STATE ROUTE 4 BYPASS AUTHORITY, a joint exercise of powers agency,  
("Assignor"),

**Hereby assigns, transfers, and conveys to SFPP, L.P.**, a Delaware limited partnership (successor-in-interest to Southern Pacific Pipe Lines Partnership, L.P., a Delaware partnership), all of Assignor's rights, title, interests and obligations under that certain easement recorded on September 7, 2016, in the Official Records of Contra Costa County, as Document No. 2016-0181783-00, from Balfour Properties, LLC, to State Route 4 Bypass Authority, with respect to the following described real property located in the City of Brentwood, County of Contra Costa, State of California,

**FOR DESCRIPTION SEE EXHIBIT "A-4" ATTACHED HERETO AND MADE A PART HEREOF. FOR DEPICTION SEE EXHIBIT "B-4" ATTACHED HERETO AND MADE A PART HEREOF.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Grantor: State Route 4 Bypass Authority

By \_\_\_\_\_  
Secretary/ or Designee

**ATTACH APPROPRIATE ACKNOWLEDGEMENT**

EXHIBIT "A-4"

A PERPETUAL ACCESS EASEMENT AND RIGHT OF WAY FOR INGRESS PURPOSES (NOT TO BE EXCLUSIVE) UPON, IN, OVER, AND ACROSS THE FOLLOWING DESCRIBED LAND:

A PORTION OF PARCEL D, SITUATE IN THE CITY OF BRENTWOOD, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AS SHOWN ON THE PARCEL MAP RECORDED JANUARY 21, 2005, IN BOOK 192 OF PARCEL MAPS AT PAGE 5, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL D; THENCE S78°29'40"E, 21.11'; THENCE S44°19'51"W, 29.60' TO THE WEST LINE OF SAID PARCEL D; THENCE ALONG SAID WEST LINE N00°00'00"E, 25.39' TO THE POINT OF BEGINNING.

CONTAINING 263 SQUARE FEET, MORE OR LESS.

BEARINGS ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE III, EPOCH DATE OF 1991.35. DISTANCES GIVEN ARE GRID DISTANCES. TO OBTAIN GROUND DISTANCES, MULTIPLY DISTANCE GIVEN BY 1.0000650.

THIS DESCRIPTION WAS PREPARED UNDER MY DIRECTION IN CONFORMANCE WITH SECTION 8726 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA.

EXHIBIT B-4 BEING PAGE 2 OF 2 IS HEREIN MADE PART OF THIS DESCRIPTION.

Garrett B. McLaughlin 1/30/2019

GARRETT B. McLAUGHLIN  
PLS 9090

DATE



PAGE 1 OF 2



