

RETURN TO:  
Real Estate Division  
Department of Public Works  
P.O. Box 4186, Civic Center Branch  
San Rafael, CA 94913-4186  
Attention: Eric Lueder

Project: Novato Creek Phase 8A  
Address: 1612 Novato Blvd.  
APN: 141-304-10

## RIGHT-OF-WAY CONTRACT

THIS CONTRACT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2005, by and between the MARIN COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a public district of the State of California, hereinafter referred to as "DISTRICT", and ANDRE T. CAMOUS and VIRGINIA A. CAMOUS, trustees of The Camous Family Trust dated September 27, 1995, hereinafter referred to as "OWNERS".

### W I T N E S S E T H:

#### RECITALS

- A. ANDRE T. CAMOUS and VIRGINIA A. CAMOUS, trustees of The Camous Family Trust dated September 27, 1995, are the owners of that certain real property situate in the City of Novato, County of Marin, State of California and commonly known as 1612 Novato Blvd. and also referred to as Assessor Parcel Number 141-304-10.
- B. DISTRICT desires to acquire a permanent easement for flood control purposes a portion of OWNERS' property which is more particularly described on Exhibit "A", attached hereto and made a part hereof.
- C. OWNERS are willing to grant said easement and DISTRICT agrees to purchase said easement upon the terms and conditions herein below.

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

1. OWNERS shall convey the permanent flood control easement described in Exhibit "A" by depositing in an escrow designated by DISTRICT an Easement Deed suitable for recordation upon the following terms and conditions:

- a) DISTRICT shall deposit in escrow the sum of TWENTY ONE THOUSAND TWO HUNDRED EIGHTEEN DOLLARS (\$21,218.00) payable contemporaneously with delivery of said deed as consideration for the easement.
- b) The easement shall be conveyed to DISTRICT free and clear of all liens and encumbrances, taxes and assessments, penalties and costs, leases and licenses (recorded or unrecorded), easements, rights-of-way, bonds and any and all restrictions of record other than items numbered 1, 2 and 3 in Preliminary Report No. 1-225428-TJ supplemental dated as of March 11, 2004 issued by First American Title Company of Marin, attached hereto as Exhibit "C." Item No. 4 shall be cleared by OWNERS as required by First American Title Company.
- c) DISTRICT shall pay all escrow and recording fees incurred in this transaction including the cost of title insurance, if desired by DISTRICT. Evidence of title shall be a standard policy of title insurance issued by the title company that acts as escrow.

2. It is agreed and confirmed by the parties hereto that notwithstanding other provisions of this agreement, the right of possession and use of the property by the DISTRICT, including the right to remove and dispose of any abandoned personal property within the permanent easement area, shall commence on the date that DISTRICT deposits the funds specified in paragraph 1.a) herein into escrow at First American Title Company of Marin, Escrow No. 1-225428-TJ, and the amount specified in paragraph 1.a) includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

3. OWNERS and DISTRICT understand and agree that the following issues will be addressed during construction of the project in the manner set forth herein:

- a) DISTRICT shall deliver notice of the construction start date with regard to OWNERS' property, not less than 24 hours in advance, in the manner as prescribed in paragraph 8, herein.
- b) DISTRICT during construction shall protect the trees located between the existing fence and the new easement boundary as shown on Exhibit "B", attached hereto and by reference made a part hereof.

Protection measures will be as prescribed in the report dated April 14, 2005 by Arborist James Lascot. Said report has been provided to OWNERS and is on file at the offices of the Marin County Flood Control and Water Conservation District.

- c) DISTRICT during construction shall modify the existing fence as shown on Exhibit "B".
- 4. The parties agree that the trees as shown on Exhibit "B" are not being purchased as part of this agreement or as part of the project. The trees will remain the property, responsibility and liability of the OWNERS until such time that OWNERS sell, convey or otherwise transfer the property to another owner. Upon sale, conveyance or transfer of the property, the trees shall become the sole property, responsibility and liability of the DISTRICT. The parties further agree that if any of the trees should fall into the creek the DISTRICT shall have the right to remove the tree(s) as a hazard to DISTRICT'S flood control facility.
- 5. The parties agree that the existing fence as shown on Exhibit "B" shall remain in its existing location until such time that OWNERS sell, convey or otherwise transfer the property to another owner. Upon sale, conveyance or transfer of the property and at any time thereafter, the DISTRICT shall have the right to remove the existing fence and build a new fence along the boundary of the easement. The maintenance and repair of the existing fence and any future fence shall be the responsibility of the OWNERS.
- 6. The parties agree that placement of permanent improvements, fencing, trees and landscaping will not be permitted within the permanent easement area. Damages that may occur to DISTRICT's facilities as a result of OWNERS' actions will be the liability of the OWNERS.
- 7. If this property is secured by a mortgage or deed of trust, OWNER is responsible for payment of any demand under authority of said mortgage or deed of trust out of OWNERS' proceeds. Such amounts may include, but not be limited to, payments against principal, processing costs or fees, if any. Any demand in excess of the amount set forth in Paragraph 1 shall be the responsibility of OWNERS to resolve with the mortgage or deed of trust holder.

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

OWNERS: Andre and Virginia Camous  
1612 Novato Blvd.  
Novato, CA 94947

DISTRICT: Marin County Flood Control and Water Conservation District  
3501 Civic Center Drive, Room 304  
San Rafael, CA 94903  
Attn: Senior Engineer

and

Real Estate Division  
Public Works Department  
County of Marin  
P.O. Box 4186  
San Rafael, CA 94913

9. The parties to this contract agree that the interests to be conveyed by OWNER do not consist of the residence of OWNERS. Therefore, OWNERS agree that they are not eligible to receive relocation assistance or benefits under the Uniform Relocation Assistance Act.

10. Real Estate commissions will not be paid by DISTRICT under this contract.

11. A memorandum of this agreement shall be filed in the official records of the Marin County Recorder at close of escrow.

12. The parties have set forth the whole of their agreement herein. The performance of this agreement constitutes the entire consideration for the conveyance to DISTRICT of said interests in real property and shall relieve DISTRICT of all further obligations or claims on this account or on account of the location, grade or construction of the proposed public improvement. OWNERS, or OWNERS' representatives, have examined the draft plans showing the location and the proposed manner of construction of the DISTRICT improvement

for which the property interests referred to herein are conveyed. Said draft plans have been reviewed by OWNERS or OWNERS' representatives with a representative of DISTRICT and OWNERS acknowledges that a full and complete explanation of the draft plans has been provided.

MARIN COUNTY FLOOD CONTROL AND  
WATER CONSERVATION DISTRICT

\_\_\_\_\_  
Harold C. Brown, Jr.  
President, Board of Supervisors

Approved as to form.

ATTEST:

\_\_\_\_\_  
Chief Deputy County Counsel

\_\_\_\_\_  
Deputy Clerk

OWNER:

\_\_\_\_\_  
Andre T. Camous, trustee

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

\_\_\_\_\_  
Virginia A. Camous, trustee

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