

Attachment C
LAND CONSERVATION CONTRACT NO. AP10-0001
ASSESSOR PARCEL NO's. 258-110-001 & 258-110-002

1. Parties. BY THIS CONTRACT, made and entered into _____, 2012, Stephen E. Roberts, Trustee of the Stephen E. Roberts Trust – 1990 UDT dated September 28, 1990 hereinafter referred to as "Owner," and the County of Contra Costa, a political subdivision of the State of California, hereinafter referred to as "County," do mutually agree and promise as follows:

2. Property Description. Owner possesses certain real property located within the County, which property is presently devoted to agricultural and compatible uses and is particularly described in Exhibit A, attached hereto and made a part of this contract.

3. Purpose. Both Owner and County desire to limit the use of said property to agricultural uses and to compatible uses specified in this agreement in order to discourage premature and unnecessary conversion of such lands from agricultural uses, recognizing that such land has definite public value as open space and that the preservation of such land in agricultural production constitutes an important physical, social, aesthetics and economic asset to County to maintain the agricultural economy of County and the State of California.

4. Intent of Parties: Enforceable Restriction. Both Owner and County intend that the term, conditions and restrictions of this Contract be in accordance with the California Land Conservation Act of 1965, as amended, so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 of the California Revenue and Taxation Code (Rev. & Tax Code § 421 et. seq.).

5. Intent of Parties: Effect on Property Value. It is the intent of the County and Owner that this Contract is conditioned upon the continued existence of legislation implementing Article XIII, § 8 of the California Constitution so the effect of the terms, conditions and restrictions of the Contract on property values for taxation purposes is substantially as favorable to Owner as the legislation existing on the last renewal date.

6. Governing Statutes and Ordinances. This Contract is made and entered into pursuant to the California Land Conservation Act of 1965 (Chapter 7 of Part 1 of Division 1 of Title 5 of the California Government Code commencing with Section 51200). This Contract further is made pursuant to and subject to Contra Costa County Ordinance Code, Chapter 84-42 and Chapters 810-2 through 810-4, and Resolutions of the Contra Costa County Board of Supervisors Numbers 68-635 and 69-763.

7. Land Use Restrictions. During the term of this Contract or any renewals thereof, the above described land shall not be used for any purpose, other than the production of food and fiber and compatible uses as listed in Contra Costa County Ordinance Code Chapter 84-42, which is hereby incorporated by reference as if fully set forth herein; provided, however, that such additional agricultural or compatible uses as are set forth in Exhibit B, which is attached hereto and is hereby incorporated by reference, shall also be permitted subject to the terms and conditions set forth herein. In case of conflict or inconsistency between the uses allowed in this Contract and those specified in said zoning ordinance, the provisions of the Contract as set forth in Exhibit B shall prevail.

8. Modification of Restrictions. The Board of Supervisors of County may from time to time and during the term of this Contract or any extensions thereof, by amendment to Contra Costa County Ordinance Code Chapter 84-42, add to those uses listed in said ordinance. Such additional uses shall be limited to commercial agriculture and compatible uses and be subject to the density restrictions of Government Code § 51220.5. Said board shall not eliminate, without written consent of the Owner or his successors or assigns, a compatible use during the term of this Contract or any renewals thereof.

9. Term and Renewal. This Contract shall be effective commencing on the last day of _____ 2012, and shall remain in effect for a period of ten (10) years therefrom.

This Contract shall be automatically renewed and its terms extended for a period of one (1) year on the last day of _____ of each succeeding year during the term hereof, unless notice of non-renewal is given in the manner provided by section 51245 of the Government Code. At all times during the continuance of this Contract, as from time to time renewed, there shall be a ten (10) year term of restriction unless notice of non-renewal is given in the manner provided by Section 51245 of the Government Code. Under no circumstances shall a notice of renewal be required of either party to effectuate the automatic renewal of this paragraph.

10. Cancellation. (a) Except as provided in Section 11, the provisions of this Contract whereby Owner agrees to restrict the use of the land described in Paragraph 2 may be canceled as to all or a portion of said land by mutual agreement of the County and Owner after a public hearing has been held in the manner provided by Section 51284 of the Government Code and upon a finding by the Board of Supervisors that such cancellation is not inconsistent with the purposes of the Land Conservation Act, or in the public interest, pursuant to Government Code Section 51282. It is understood by the parties that the existence of an opportunity for another use of said land shall not be sufficient reason for cancellation of the land use restrictions imposed herein and that the uneconomic character of the existing use will be considered only if there is no other reasonable or comparable agricultural use to which the land may be put.

(b) Upon cancellation of said portions of this Contract, Owner shall pay to the County Treasurer, as deferred taxes, a cancellation fee in an amount equal to the greater of twelve and one-half (12 ½%) percent or the current fee provided by state law of the cancellation value of the property being released from the terms of this Contract. Said cancellation value shall be determined in accordance with the provisions of Government Code Section 51283 (a) and (b). Under no circumstances shall the payment of said cancellation fee be waived, deferred, or made subject to any contingency whatever.

(c) Final cancellation shall be effectuated in accordance with the provisions of Government Code Section 51283.4.

11. Cancellation Upon Substitution of New Restrictions. This Contract may be canceled by mutual agreement of County and Owner without payment of deferred taxes or public hearing if it is replaced by an enforceable restriction authorized by Article XIII, § 8 of the California Constitution.

12. Eminent Domain Proceedings. (a) In accordance with the provisions of Government Code Section 51295, incorporated by reference herein, upon the filing of any action in eminent domain for the condemnation of the fee title of the land or any portion thereof subject to this Contract or upon acquisition of such land in lieu of eminent domain by public agency for a public improvement, the provisions of this Contract shall be null and void as to the land so condemned or acquired.

(b) If, subsequent to the filing of an action in eminent domain, the proposed condemnation is abandoned as to all or a portion of the land subject to the Contract, the restrictions on land use set forth in this Contract shall, without further agreement of the parties herein, be reinstituted and the terms of this contract shall be in full force and effect, subject to the cancellation provisions of Government Code Section 51295.

13. Remedies for Breach of Contract. (a) In the event that the Owner fails to comply with the terms and conditions of this Contract and the effect of said breach is to render the use of land or a substantial portion thereof unfit for agricultural use, thereby negating the purpose and effect of this Contract, Owner shall pay to the County a sum equal to One Hundred Per Cent (100%) of the equalized assessed value of the real property described in Exhibit A, as established by the County Assessor on the lien date next following the date of breach, as liquidated and agreed damages, it having been agreed that actual damages will be impractical and extremely difficult to ascertain and that said measure of damages is a reasonable measure of the harm which would result from such failure of compliance. If, after the date the Contract was initially entered into, the publicly announced county ratio of assessment to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change of ratio.

(b) It is understood that nothing herein contained shall constitute a waiver of any right which the County may now or in the future have to seek specific performance of this Contract or other injunctive relief. The enforcement provisions of the Contra Costa County zoning ordinance shall also apply if the land which is the subject of this contract is used for purposes other than those provided in Ordinance Code Chapter 84-42 or this Contract.

14. Effect of Division of Property. Owner agrees that division of the property described in Exhibit A into two (2) or more parcels, whether by sale, gift, by operation of law or by any other means, upon a finding by the Board of Supervisors that said division is detrimental to the ultimate preservation of said property for exclusive agricultural use, be construed by the County as notice of non-renewal by the property owner as provided in Section 9 of this Contract.

15. New Contracts Upon Division. In the event the property that is subject to this contract is divided, the owner of any subdivided parcel may exercise, independent of any owner of any other subdivided parcel, any of the rights of Owners under this Contract. Upon division of the Property a Contract identical to the Contract then covering the original parcel shall be executed by Owners on each parcel created by the division at the time of the division. Any agency making an order of division or the County which has jurisdiction shall require, as a condition of the approval of the division, the execution of the Contracts provided for in this section, provided, however, that failure of Owners to execute Contracts upon division shall not affect the obligations of the heirs, successors and assigns of Owners as established in Section 16.

16. Contract to Run with Land. The within Contract shall run with the land described herein, and upon division, to all parcels created therefrom, and shall be binding upon, and inure to the benefit of, the heirs, successors, and assignees of the Owner.

17. Consideration. Owner shall not receive any payment from County in consideration of the obligations imposed hereunder, it being recognized and agreed that the consideration for the execution of the within Contract is the substantial public benefit to be derived therefrom and the advantage which will accrue to Owner as a result of the effect on the method of determining the assessed value of land described herein and any reduction therein due to the imposition of the limitations on its use contained herein.

18. Income and Expense Information. The Owner shall annually furnish the County Assessor with such information as the Assessor may require determining the valuation of the Owner's land.

19. Effect of Removing Preserve or Zoning Classification. Removal of any land under this Contract from an agricultural preserve or removing the agricultural preserve zoning classification thereof shall be the equivalent of notice of non-renewal by the County for purposes of Section 422 of the Revenue and Taxation Code.

20. Rezone of Property. Owner and East Bay Municipal Utility District (EBMUD) have agreed to a property exchange, by which EBMUD will convey 16 acres of its upland property (the "Upland Property") to Owner in exchange for 16 acres of watershed property owned by Owner. The Upland Property is included within the reconfigured lots approved by Lot Line Adjustment LL10-0001. Owner agrees to apply to re-zone the Upland Property from its current zoning designation to A-4, Agricultural Preserve District. Within 30 days after the Board of Supervisors adopts the resolution authorizing the execution of this Contract, or within 30 days after the property exchange with EBMUD is completed, whichever date is later, Owner will submit to the County an Application and the required fees for Rezoning of the Upland Property, and will cooperate with, and provide other information and materials requested by, County in order to process the Application for Rezoning. If Owner does not comply with the requirements of this Paragraph, then Owner shall be in breach of this Contract and County may exercise any remedy specified in paragraph 13 of this Contract, or otherwise authorized by law.

ATTEST: COUNTY OF CONTRA COSTA

By:

Chair, Board of Supervisors

DAVID TWA, County Administrator
and Clerk of the Board of Supervisors

By:

Deputy Clerk

OWNER

Stephen E. Roberts, Trustee of the Stephen E. Roberts Trust – 1990 UDT dated
September 28, 1990

Stephen E. Roberts, Trustee

We the undersigned trust deed or other encumbrance holders do hereby agree to and agree to be
bound by the above-imposed restrictions.

Eric Liu

Jui-Hsun Chen

First Trust Company of Onaga, Custodian for the Benefit of Lin Dee Liu, Roth IRA

Approved as to Form:

Sharon Anderson, County Counsel

By:

S. S. S. S.
Deputy County Counsel
S. S. S. S.

NOTE: All signatures for Owners must be acknowledged.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of ALAMEDA

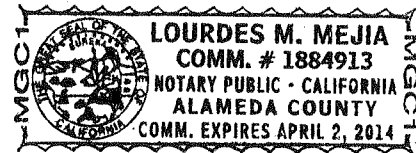
On September 6, 2011 before me, LOURDES M. MEJIA, Notary Public
DATE NAME, TITLE OF OFFICER
 personally appeared STEPHEN E. ROBERTS
NAME(S) OF SIGNER(S)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
SIGNATURE OF NOTARY



This area for notarial seal

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNED	DESCRIPTION OF ATTACHED DOCUMENT
<input checked="" type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER <small>TITLE(S)</small> <input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER: _____	<u>LAND CONSERVATION CONTRACT</u> <u>NO. AP/C-0001</u> <small>TITLE OR TYPE OF DOCUMENT</small> <u>File (5) Exhibits (17)</u> <small>NUMBER OF PAGES</small> <small>DATE OF DOCUMENT</small> <small>SIGNER(S) OTHER THAN NAMED ABOVE</small>
SIGNER IS REPRESENTING: _____ _____	

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA)

COUNTY OF Alameda)

On Aug 7, 2011
DATE

before me, SHEEWOSHEA CHEN LIU
INSERT NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC

personally appeared, ERIC LIU & JUI-HSUN CHEN & LINDEE LIU

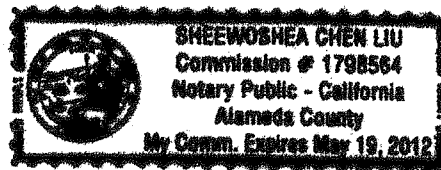
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
NOTARY PUBLIC SIGNATURE

(SEAL)



OPTIONAL INFORMATION

THIS OPTIONAL INFORMATION SECTION IS NOT REQUIRED BY LAW BUT MAY BE BENEFICIAL TO PERSONS RELYING ON THIS NOTARIZED DOCUMENT.

TITLE OR TYPE OF DOCUMENT _____

DATE OF DOCUMENT _____

NUMBER OF PAGES _____

SIGNERS(S) OTHER THAN NAMED ABOVE _____

SIGNER'S NAME _____

SIGNER'S NAME _____

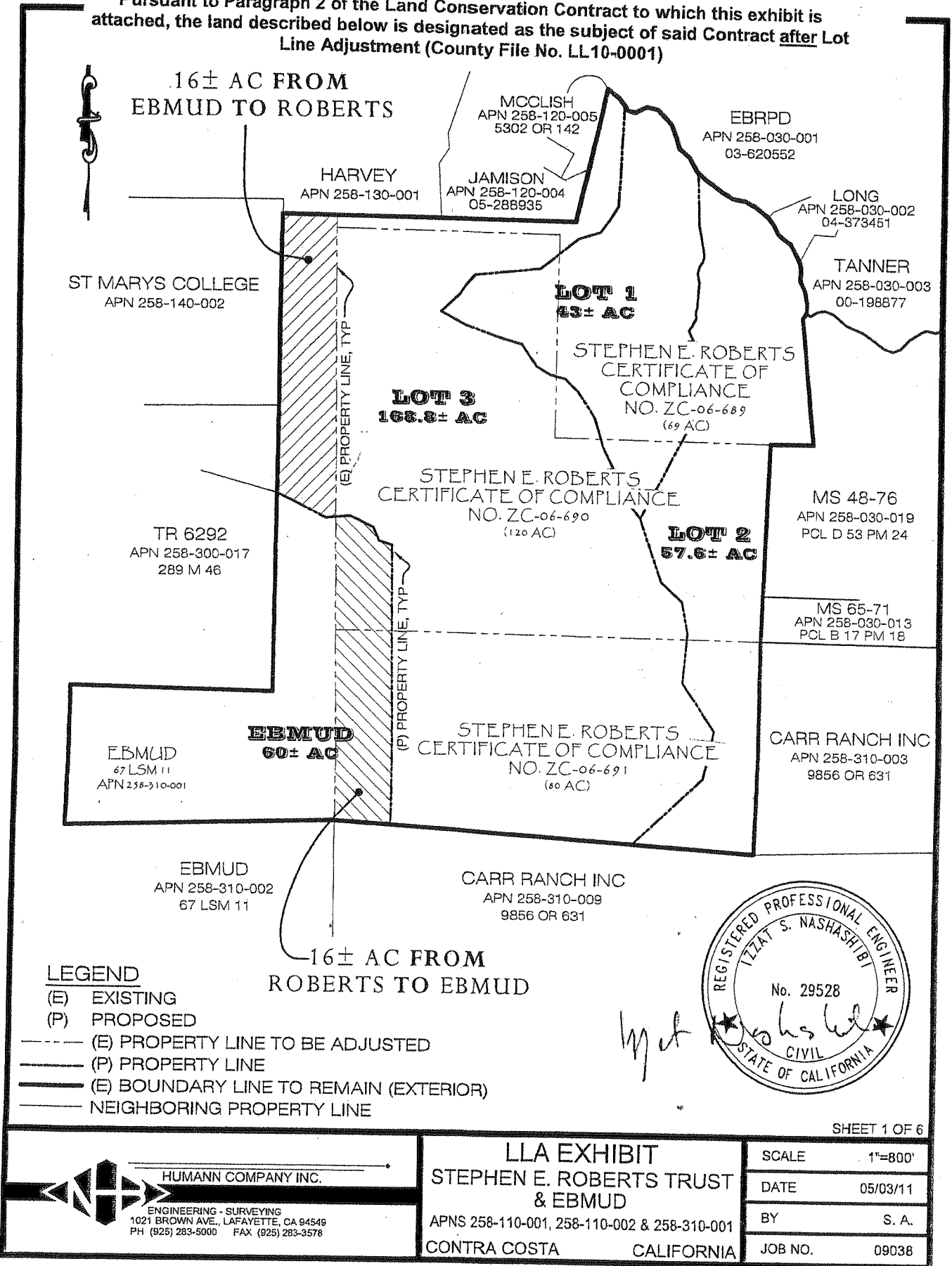
RIGHT THUMBPRINT

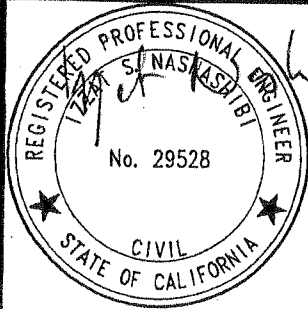
RIGHT THUMBPRINT

Contra Costa County Land Conservation Contract No. AP10-0001

Exhibit A- Property Description

Pursuant to Paragraph 2 of the Land Conservation Contract to which this exhibit is attached, the land described below is designated as the subject of said Contract after Lot Line Adjustment (County File No. LL10-0001)





MCCLISH
APN 258-120-005
5302 OR 142

JAMISON
APN 258-120-004
05-288935

EBRPD
APN 258-030-001
03-620552

LONG
APN 258-030-002
04-373451

TANNER
APN 258-030-003
00-198877

MS 48-76
APN 258-030-019
PCL D 53 PM 24

SEE SHEET 5

LOT 1
43± AC

LOT 3
168.8± AC

STEPHENE E. ROBERTS
CERTIFICATE OF COMPLIANCE
NO. ZC-06-690
(120 AC)

STEPHENE E. ROBERTS
CERTIFICATE OF COMPLIANCE
NO. ZC-06-689
(69 AC)

LOT 2
57.6± AC

SEE SHEET 3

SHEET 2 OF 6

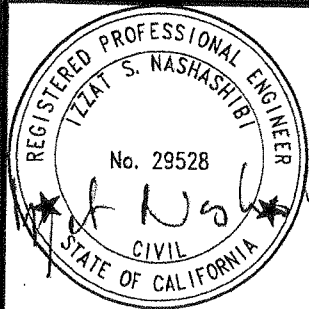


HUMANN COMPANY INC.

ENGINEERING - SURVEYING
1021 BROWN AVE., LAFAYETTE, CA 94549
PH (925) 283-5000 FAX (925) 283-3578

LLA EXHIBIT
STEPHEN E. ROBERTS TRUST
& EBMUD
APNS 258-110-001, 258-110-002 & 258-310-001
CONTRA COSTA CALIFORNIA

SCALE	1"=400'
DATE	05/03/11
BY	S. A.
JOB NO.	09038



SEE SHEET 2

LOT 3
168.8± AC

STEPHENE E. ROBERTS
CERTIFICATE OF
COMPLIANCE
NO. ZC-06-689
(69 AC)

L62
L64
L65
L66
L67
L68
L69
L70
L71

LOT 2
57.6± AC

STEPHENE E. ROBERTS
CERTIFICATE OF COMPLIANCE
NO. ZC-06-690
(120 AC)

STEPHENE E. ROBERTS
CERTIFICATE OF COMPLIANCE
NO. ZC-06-691
(80 AC)

SEE SHEET 4

(E) PROPERTY
LINE, TYP

(P) PROPERTY
LINE, TYP

CARR RANCH INC
APN 258-310-009
9856 OR 631

MS 48-76
APN 258-030-019
POL D 53 PM 24

MS 65-71
APN 258-030-013
POL B 17 PM 18

CARR RANCH INC
APN 258-310-003
9856 OR 631

SHEET 3 OF 6



HUMANN COMPANY INC.

ENGINEERING - SURVEYING
1021 BROWN AVE., LAFAYETTE, CA 94549
PH (925) 283-5000 FAX (925) 283-3578

LLA EXHIBIT
STEPHEN E. ROBERTS TRUST
& EBMUD
APNS 258-110-001, 258-110-002 & 258-310-001
CONTRA COSTA CALIFORNIA

SCALE	1"=400'
DATE	05/03/11
BY	S. A.
JOB NO.	09038

SEE SHEET 5



Izzat Nashashibi

PORTION OF EBMUD
TRANSFERRED TO LOT 3
15.76± AC

LOT 3
168.8± AC

TR 6292
APN 258-300-017
289 M 46

STEPHEN E. ROBERTS
CERTIFICATE OF
COMPLIANCE
NO. ZC-06-690
(120 AC)

PORTION OF STEPHEN ROBERTS TRUST
TRANSFERRED TO LOT 4
15.76± AC

EBMUD
60± AC

EBMUD
67 LSM 11
APN 258-310-001

STEPHEN E. ROBERTS
CERTIFICATE OF
COMPLIANCE
NO. ZC-06-691
(60 AC)

EBMUD
APN 258-310-002
67 LSM 11

CARR RANCH INC
APN 258-310-009
9856 OR 631

SEE SHEET 3

SHEET 4 OF 6



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LLA EXHIBIT
STEPHEN E. ROBERTS TRUST
& EBMUD

APNS 258-110-001, 258-110-002 & 258-310-001

CONTRA COSTA

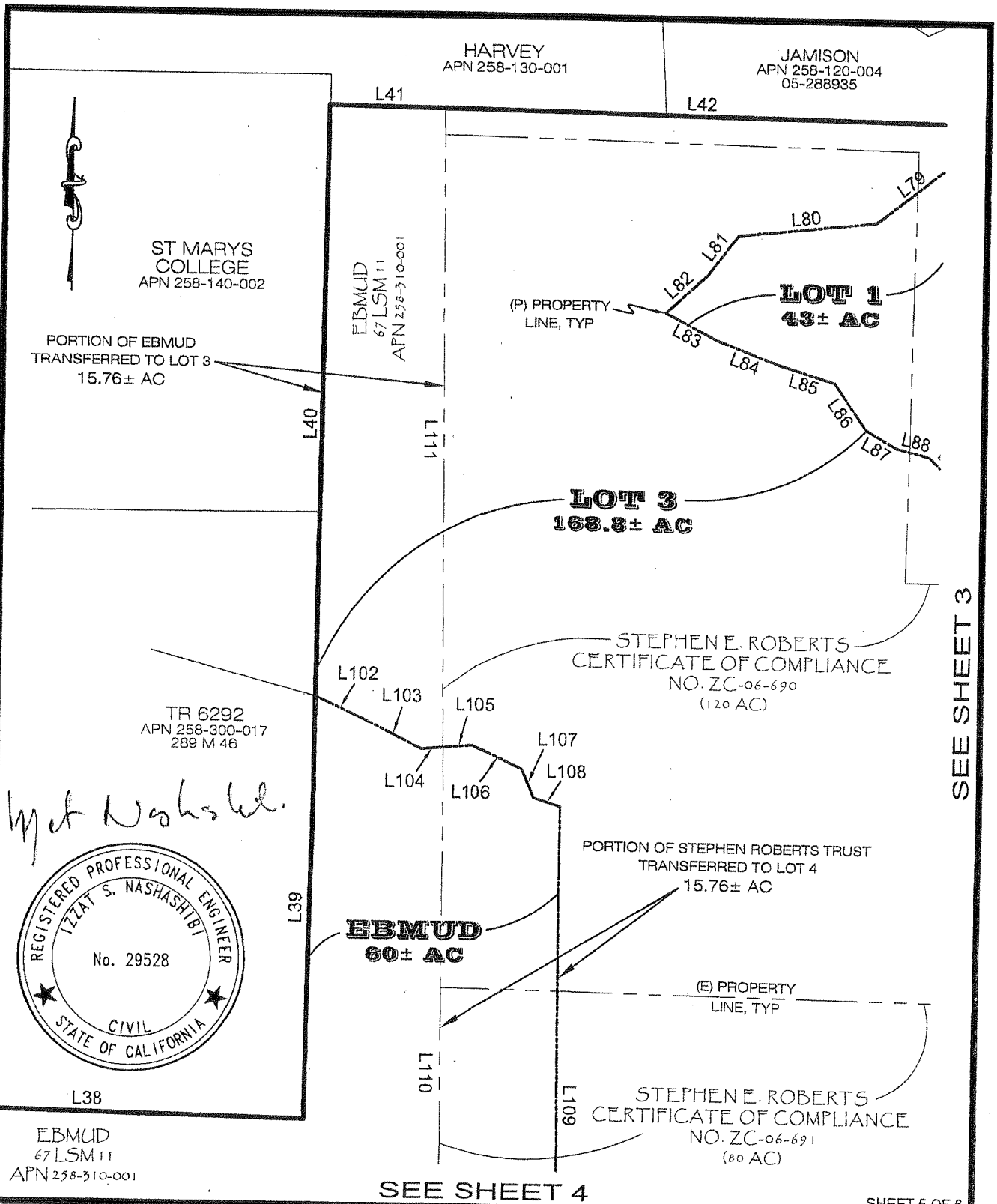
CALIFORNIA

SCALE 1"=400'

DATE 05/03/11

BY S. A.

JOB NO. 09038



SHEET 5 OF 6

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APNS 258-110-001, 258-110-002 & 258-310-001
CONTRA COSTA CALIFORNIA

SCALE	1"=400'
DATE	05/03/11
BY	S. A.
JOB NO.	09038

LINE TABLE

LINE	LENGTH	BEARING
L1	94.95	S50°54'31"E
L2	53.99	S34°49'31"E
L3	49.30	S72°25'31"E
L4	84.93	N63°43'29"E
L5	67.22	S77°23'31"E
L6	129.46	S42°41'31"E
L7	94.94	S21°16'31"E
L8	66.43	S15°56'31"E
L9	86.32	S49°29'31"E
L10	102.19	S29°04'31"E
L11	75.63	S48°09'31"E
L12	131.37	S53°21'31"E
L13	72.29	S59°06'31"E
L14	47.34	S76°37'31"E
L15	47.69	S80°19'31"E
L16	67.64	S63°14'31"E
L17	112.00	S52°03'31"E
L18	62.36	S39°33'31"E
L19	63.73	S26°43'31"E
L20	50.59	S49°44'31"E
L21	58.17	S56°44'31"E
L22	122.14	S28°14'31"E
L23	51.30	S14°47'31"E
L24	71.78	S03°31'29"W
L25	80.16	S24°19'31"E
L26	73.84	S10°45'31"E
L27	59.02	S00°01'29"W
L28	46.50	S35°35'57"W
L29	808.89	S05°35'06"E
L30	286.69	N89°37'40"W
L31	1263.07	S02°13'20"W
L32	1362.86	S01°04'21"W
L33	782.94	N86°14'28"W
L34	1568.88	N86°14'28"W
L35	362.28	N86°14'28"W
L36	1731.78	N88°33'39"E
L37	893.26	S01°13'26"W
L38	1299.39	N88°48'29"W
L39	1272.75	S00°42'02"W
L40	1774.45	S00°42'02"W

LINE	LENGTH	BEARING
L41	351.75	N89°01'43"W
L42	1545.45	S89°11'48"E
L43	874.70	N12°37'53"E
L44	27.04	S12°27'37"E
L45	226.31	S02°43'09"E
L46	85.37	S00°36'41"E
L47	160.72	S11°32'55"E
L48	25.80	S06°32'00"E
L49	24.00	S03°12'00"E
L50	33.00	S17°59'00"W
L51	34.00	S34°14'00"W
L52	45.00	S16°40'00"W
L53	58.00	S12°48'00"E
L54	124.00	S05°14'00"W
L55	31.00	S00°04'00"E
L56	40.00	S14°04'00"W
L57	33.00	S07°14'00"E
L58	54.00	S24°41'00"W
L59	40.00	S33°23'00"W
L60	28.00	S22°02'00"E
L61	35.00	S23°14'00"E
L62	31.00	S06°10'00"W
L63	35.00	S07°23'00"E
L64	43.00	S19°03'00"E
L65	55.00	S20°24'00"E
L66	64.00	S09°48'00"E
L67	53.00	S21°53'00"E
L68	31.00	S07°53'00"E
L69	27.00	S05°12'00"W
L70	19.00	S06°19'00"E
L71	107.34	S17°28'00"W
L72	779.36	S27°23'13"W
L73	53.99	S34°49'31"E
L74	38.09	S34°49'31"E
L75	648.13	N02°28'51"E
L76	91.00	N31°27'00"E
L77	111.74	N36°41'00"E
L78	139.00	N72°02'00"E
L79	317.77	N52°34'00"E
L80	422.80	N84°03'00"E

LINE	LENGTH	BEARING
L81	155.00	N37°35'00"E
L82	167.00	N47°47'00"E
L83	177.06	N63°04'00"W
L84	208.00	N69°46'00"W
L85	172.28	N73°17'10"W
L86	170.66	N35°28'49"W
L87	105.64	N60°03'42"W
L88	106.66	N76°30'41"W
L89	112.13	N45°50'05"W
L90	200.76	N32°26'04"W
L91	187.09	N16°58'02"W
L92	138.12	N26°03'48"W
L93	217.40	N21°06'31"W
L94	163.28	N39°19'57"W
L95	426.91	N18°28'12"W
L96	185.00	N47°11'00"W
L97	205.05	N10°46'55"W
L98	319.35	N05°26'12"E
L99	369.97	N33°17'46"W
L100	314.00	N12°02'00"E
L101	609.98	N45°59'00"E
L102	159.76	S65°02'46"E
L103	198.43	S63°32'02"E
L104	63.09	N85°20'34"E
L105	96.22	N85°20'34"E
L106	163.19	S65°16'08"E
L107	93.38	S22°51'02"E
L108	86.02	S72°29'27"E
L109	1795.86	S00°21'25"E
L110	1944.50	N00°21'25"W
L111	1919.10	N00°21'25"W



SHEET 6 OF 6

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 APNS 258-110-001, 258-110-002 & 258-310-001
 CONTRA COSTA CALIFORNIA

SCALE	NO SCALE
DATE	05/03/11
BY	S. A.
JOB NO.	09038

FROM STEPHEN E. ROBERTS TRUST TO EBMUD

EXHIBIT "A"
LEGAL DESCRIPTION

ALL THAT REAL PROPERTY SITUATE IN AN UNINCORPORATED AREA OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

A PORTION OF THE SOUTHWEST $\frac{1}{4}$ AND A PORTION OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 2 WEST, MOUNT DIABLO BASE AND MERIDIAN, ALSO BEING A PORTION OF PARCEL ONE AND PARCEL TWO OF THE PARCEL OF LAND CONVEYED IN THE DEED TO STEPHEN E. ROBERTS, TRUSTEE OF THE STEPHEN E. ROBERTS TRUST - 1990 UDT DATED SEPTEMBER 28, 1990, RECORDED MARCH 2, 2006 DOC 2006-0064845, CONTRA COSTA COUNTY OFFICIAL RECORDS, FURTHERMORE DESCRIBED AS FOLLOWS:

BEGINNING AT A 2" IRON PIPE WITH BRASS DISK, AS SAID POINT IS SHOWN ON THE RECORD OF SURVEY OF EAST BAY MUNICIPAL UTILITY DISTRICT, RECORDED ON JUNE 20, 1980 IN BOOK 67 OF LSM AT PAGE 9, CONTRA COSTA COUNTY OFFICIAL RECORDS, SAID 2" IRON PIPE BEING THE SOUTHWEST CORNER OF SAID PARCEL TWO OF SAID ROBERTS DEED; THENCE FROM SAID POINT OF BEGINNING RUNNING ALONG THE WESTERN LINE OF SAID ROBERTS PARCEL NORTH $00^{\circ}21'25''$ WEST, 1944.50 FEET; THENCE LEAVING SAID WESTERN LINE NORTH $85^{\circ}20'34''$ EAST, 96.22 FEET; THENCE SOUTH $65^{\circ}16'08''$ EAST, 163.19 FEET; THENCE SOUTH $22^{\circ}51'02''$ EAST, 93.38 FEET; THENCE SOUTH $72^{\circ}29'27''$ EAST, 86.02 FEET; THENCE PARALLEL TO SAID WESTERN LINE OF ROBERTS PARCEL SOUTH $00^{\circ}21'25''$ EAST, 1795.86 FEET TO THE SOUTHERN LINE OF SAID ROBERTS PARCEL; THENCE ALONG SAID SOUTHERN LINE COMMON WITH THE EXTERIOR LINE OF THE PARCEL OF LAND CONVEYED IN THE DEED TO CARR RANCH INC., A CALIFORNIA CORPORATION, RECORDED MAY 19, 1980 IN BOOK 9856 OF OFFICIAL RECORDS, AT PAGE 631, CONTRA COSTA COUNTY OFFICIAL RECORDS, NORTH $86^{\circ}14'28''$ WEST, 362.28 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 15.76 ACRES MORE OR LESS.



Izzat S. Nashashibi

FROM EBMUD TO STEPHEN E. ROBERTS TRUST

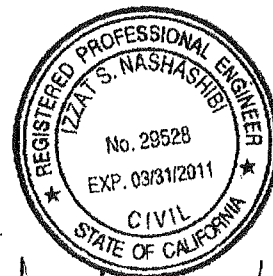
EXHIBIT "A"
LEGAL DESCRIPTION

ALL THAT REAL PROPERTY SITUATE IN AN UNINCORPORATED AREA OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

ALL OF LOT ONE, SECTION 20 AND A PORTION OF LOT TWO, SECTION 20, TOWNSHIP 1 SOUTH, RANGE 2 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS CONVEYED IN THE DEED FROM D. J. HALL AND FRANCES HALL TO PEOPLES WATER COMPANY, A CORPORATION, INDENTURE MADE ON JANUARY 30, 1907, FURTHERMORE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE COURSE LABELLED AS NORTH 00°42'02" EAST, 3047.21 FEET, AS SAID COURSE IS SHOWN ON THE RECORD OF SURVEY OF EAST BAY MUNICIPAL UTILITY DISTRICT, RECORDED ON JUNE 20, 1980 IN BOOK 67 OF LSM AT PAGE 9, CONTRA COSTA COUNTY OFFICIAL RECORDS, SAID POINT BEING THE NORTHEASTERN CORNER OF PARCEL D, AS SAID PARCEL IS SHOWN ON SUBDIVISION 6292, SANDERS RANCH, RECORDED MAY 30, 1985 IN BOOK 289 OF MAPS AT PAGE 46, CONTRA COSTA COUNTY OFFICIAL RECORDS; THENCE FROM SAID POINT OF BEGINNING RUNNING ALONG THE EXTERIOR BOUNDARY OF SAID EBMUD PARCEL THE FOLLOWING COURSES: NORTH 00°42'02" EAST, 1774.45 FEET [1774.77 FEET RECORD PER SAID SUBDIVISION 6292]; THENCE NORTH 89°01'43" WEST, 351.75 FEET; THENCE SOUTH 00°21'25" EAST, 1919.10 FEET; THENCE LEAVING SAID EXTERIOR BOUNDARY SOUTH 85°20'34" WEST, 63.09 FEET; THENCE NORTH 63°32'02" WEST, 198.43 FEET; THENCE NORTH 65°02'46" WEST, 159.76 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 15.75 ACRES MORE OR LESS.



Izat S. Nashashibi

EXHIBIT "A"
LEGAL DESCRIPTION

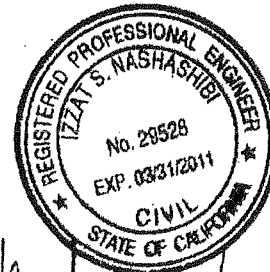
ALL THAT REAL PROPERTY SITUATE IN AN UNINCORPORATED AREA OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PORTION OF PARCEL ONE AND THREE OF THE PARCEL OF LAND CONVEYED IN THE DEED TO STEPHEN E. ROBERTS, TRUSTEE OF THE STEPHEN E. ROBERTS TRUST - 1990 UDT DATED SEPTEMBER 28, 1990, RECORDED MARCH 2, 2006, DOC 2006-0064845, CONTRA COSTA COUNTY OFFICIAL RECORDS, FURTHERMORE DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID ROBERTS PARCEL AND RUNNING ALONG THE EXTERIOR BOUNDARY OF SAID ROBERTS PARCEL THE FOLLOWING COURSES: SOUTH 50°54'31" EAST, 94.95 FEET; THENCE SOUTH 34°49'31" EAST, 53.99 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE FROM SAID POINT OF BEGINNING LEAVING SAID EXTERIOR BOUNDARY ALONG THE FOLLOWING COURSES: SOUTH 02°28'51" WEST, 648.13 FEET; THENCE SOUTH 31°27'00" WEST, 91.00 FEET; THENCE SOUTH 36°41'00" WEST, 111.74 FEET; THENCE SOUTH 72°02'00" WEST, 139.00 FEET; THENCE SOUTH 52°34'00" WEST, 317.77 FEET; THENCE SOUTH 84°03'00" WEST, 422.80 FEET; THENCE SOUTH 37°35'00" WEST, 155.00 FEET; THENCE SOUTH 47°47'00" WEST, 167.00 FEET; THENCE SOUTH 63°04'00" EAST, 177.06 FEET; THENCE SOUTH 69°46'00" EAST, 208.00 FEET; THENCE SOUTH 73°17'10" EAST, 172.28 FEET; THENCE SOUTH 35°28'49" EAST, 170.66 FEET; THENCE SOUTH 60°03'42" EAST, 105.64 FEET; THENCE SOUTH 76°30'41" EAST, 106.66 FEET; THENCE SOUTH 45°50'05" EAST, 112.13 FEET; THENCE SOUTH 32°26'04" EAST, 200.76 FEET; THENCE SOUTH 16°58'02" EAST, 187.09 FEET; THENCE SOUTH 26°03'48" EAST, 138.12 FEET; THENCE SOUTH 21°06'31" EAST, 217.40 FEET; THENCE SOUTH 39°19'57" EAST, 163.28 FEET; THENCE NORTH 27°23'13" EAST, 779.36 FEET; THENCE NORTH 17°28'00" EAST, 107.34 FEET; THENCE NORTH 06°19'00" WEST, 19.00 FEET; THENCE NORTH 05°12'00" EAST, 27.00 FEET; THENCE NORTH 07°53'00" WEST, 31.00 FEET; THENCE NORTH 21°53'00" WEST, 53.00 FEET; THENCE NORTH 09°48'00" WEST, 64.00 FEET; THENCE NORTH 20°24'00" WEST, 55.00 FEET; THENCE NORTH 19°03'00" WEST, 43.00 FEET; THENCE NORTH 07°23'00" WEST, 35.00 FEET; THENCE NORTH 06°10'00" EAST, 31.00 FEET; THENCE NORTH 23°14'00" WEST, 35.00 FEET; THENCE NORTH 22°02'00" WEST, 28.00 FEET; THENCE NORTH 33°23'00" EAST, 40.00 FEET; THENCE NORTH 24°41'00" EAST, 54.00 FEET; THENCE NORTH 07°14'00" WEST, 33.00 FEET; THENCE NORTH 14°04'00" EAST, 40.00 FEET; THENCE NORTH 00°04'00" WEST, 31.00 FEET; THENCE NORTH 05°14'00" EAST, 124.00 FEET; THENCE NORTH 12°48'00" WEST, 58.00 FEET; THENCE NORTH 16°40'00" EAST, 45.00 FEET; THENCE NORTH 34°14'00" EAST, 34.00 FEET; THENCE NORTH 17°59'00" EAST, 33.00 FEET; THENCE NORTH 03°12'00" WEST, 24.00 FEET; THENCE NORTH 06°32'00" WEST, 25.80 FEET; THENCE NORTH 11°32'55" WEST, 160.72 FEET;

THENCE NORTH 00°36'41" WEST, 85.37 FEET; THENCE NORTH 02°43'09" WEST, 226.31 FEET; THENCE NORTH 12°27'37" WEST, 27.04 FEET TO A POINT ON THE NORTHEAST BOUNDARY LINE OF SAID ROBERTS PARCEL, SAID BOUNDARY LINE ALSO BEING COMMON WITH THE SOUTHWEST BOUNDARY LINE OF THE PARCEL OF LAND CONVEYED IN THE DEED TO EAST BAY REGIONAL PARK DISTRICT, A CALIFORNIA SPECIAL DISTRICT, RECORDED DECEMBER 30, 2003, DOC 2003-0620552, CONTRA COSTA COUNTY OFFICIAL RECORDS; THENCE ALONG SAID COMMON BOUNDARY LINE THE FOLLOWING COURSES: NORTH 29°04'31" WEST, 102.19 FEET; THENCE NORTH 49°29'31" WEST, 86.32 FEET; THENCE NORTH 15°56'31" WEST, 66.43 FEET; THENCE NORTH 21°16'31" WEST, 94.94 FEET; THENCE NORTH 42°41'31" WEST, 129.46 FEET; THENCE NORTH 77°23'31" WEST, 67.22 FEET; THENCE SOUTH 63°43'29" WEST, 84.93 FEET; THENCE NORTH 72°25'31" WEST, 49.30 FEET; THENCE NORTH 34°49'31" WEST, 38.09 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 42.96 ACRES MORE OR LESS.



[Handwritten signature]

EXHIBIT "A"
LEGAL DESCRIPTION

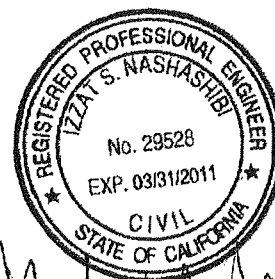
ALL THAT REAL PROPERTY SITUATE IN AN UNINCORPORATED AREA OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PORTION OF PARCEL ONE, TWO AND THREE OF THE PARCEL OF LAND CONVEYED IN THE DEED TO STEPHEN E. ROBERTS, TRUSTEE OF THE STEPHEN E. ROBERTS TRUST - 1990 UDT DATED SEPTEMBER 28, 1990, RECORDED MARCH 2, 2006, DOC 2006-0064845, CONTRA COSTA COUNTY OFFICIAL RECORDS, FURTHERMORE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEAST BOUNDARY LINE OF SAID ROBERTS PARCEL, POINT ALSO BEING A ¾" IRON PIPE WITH TAG, POINT AS SAID IS THE MOST NORTHWEST CORNER OF SUBDIVISION MS 48-76, RECORDED MARCH 31, 1977, IN BOOK 53 OF PARCEL MAPS AT PAGE 24, CONTRA COSTA COUNTY RECORDS. THENCE FROM SAID POINT OF BEGINNING ALONG THE EXTERIOR BOUNDARY OF SAID ROBERTS PARCEL COMMON WITH THE EXTERIOR BOUNDARY OF SAID MS 48-76 NORTH 35°35'57" EAST, 46.50 FEET; THENCE LEAVING THE EXTERIOR BOUNDARY OF SAID MS 48-76 AND CONTINUING ALONG THE EXTERIOR BOUNDARY OF SAID ROBERTS PARCEL THE FOLLOWING COURSES: NORTH 00°01'29" EAST, 59.02 FEET; THENCE NORTH 10°45'31" WEST, 73.84 FEET; THENCE NORTH 24°19'31" WEST, 80.16 FEET; THENCE NORTH 03°31'29" EAST, 71.78 FEET; THENCE NORTH 14°47'31" WEST, 51.30 FEET; THENCE NORTH 28°14'31" WEST, 122.14 FEET; THENCE NORTH 56°44'31" WEST, 58.17 FEET; THENCE NORTH 49°44'31" WEST, 50.59 FEET; THENCE NORTH 26°43'31" WEST, 63.73 FEET; THENCE NORTH 39°33'31" WEST, 62.36 FEET; THENCE NORTH 52°03'31" WEST, 112.00 FEET; THENCE NORTH 63°14'31" WEST, 67.64 FEET; THENCE NORTH 80°19'31" WEST, 47.69 FEET; THENCE NORTH 76°37'31" WEST, 47.34 FEET; THENCE NORTH 59°06'31" WEST, 72.29 FEET; THENCE NORTH 53°21'31" WEST, 131.37 FEET; THENCE NORTH 48°09'31" WEST, 75.63 FEET; THENCE LEAVING SAID EXTERIOR BOUNDARY ALONG THE FOLLOWING COURSES: SOUTH 12°27'37" EAST, 27.04 FEET; THENCE SOUTH 02°43'09" EAST, 226.31 FEET; THENCE SOUTH 00°36'41" EAST, 85.37 FEET; THENCE SOUTH 11°32'55" EAST, 160.72 FEET; THENCE SOUTH 06°32'00" EAST, 25.80 FEET; THENCE SOUTH 03°12'00" EAST, 24.00 FEET; THENCE SOUTH 17°59'00" WEST, 33.00 FEET; THENCE SOUTH 34°14'00" WEST, 34.00 FEET; THENCE SOUTH 16°40'00" WEST, 45.00 FEET; THENCE SOUTH 12°48'00" EAST, 58.00 FEET; THENCE SOUTH 05°14'00" WEST, 124.00 FEET; THENCE SOUTH 00°04'00" EAST, 31.00 FEET; THENCE SOUTH 14°04'00" WEST, 40.00 FEET; THENCE SOUTH 07°14'00" EAST, 33.00 FEET; THENCE SOUTH 24°41'00" WEST, 54.00 FEET; THENCE SOUTH 33°23'00" WEST, 40.00 FEET; THENCE SOUTH 22°02'00" EAST, 28.00 FEET; THENCE SOUTH 23°14'00" EAST, 35.00 FEET; THENCE SOUTH 06°10'00" WEST, 31.00 FEET; THENCE SOUTH 07°23'00" EAST, 35.00 FEET; THENCE SOUTH 19°03'00" EAST, 43.00 FEET; THENCE SOUTH 20°24'00"

EAST, 55.00 FEET; THENCE SOUTH 09°48'00" EAST, 64.00 FEET; THENCE SOUTH 21°53'00" EAST, 53.00 FEET; THENCE SOUTH 07°53'00" EAST, 31.00 FEET; THENCE SOUTH 05°12'00" WEST, 27.00 FEET; THENCE SOUTH 06°19'00" EAST, 19.00 FEET; THENCE SOUTH 17°28'00" WEST, 107.34 FEET; THENCE SOUTH 27°23'13" WEST, 779.36 FEET; THENCE SOUTH 18°28'12" EAST, 426.91 FEET; THENCE SOUTH 47°11'00" EAST, 185.00 FEET; THENCE SOUTH 10°46'55" EAST, 205.05 FEET; THENCE SOUTH 05°26'12" WEST, 319.35 FEET; THENCE SOUTH 33°17'46" EAST, 369.97 FEET; THENCE SOUTH 12°02'00" WEST, 314.00 FEET; THENCE SOUTH 45°59'00" WEST, 609.98 FEET TO A POINT ON THE SOUTHERN LINE OF SAID ROBERTS PARCEL; THENCE ALONG SAID EXTERIOR LINE COMMON WITH THE EXTERIOR LINE OF THE PARCEL OF LAND CONVEYED IN THE DEED TO CARR RANCH INC., A CALIFORNIA CORPORATION, RECORDED MAY 19, 1980 IN BOOK 9856 OF OFFICIAL RECORDS, AT PAGE 631, CONTRA COSTA COUNTY OFFICIAL RECORDS, THE FOLLOWING COURSES: SOUTH 86°14'28" EAST, 782.94 FEET; THENCE NORTH 01°04'21" EAST, 1362.86 FEET; THENCE LEAVING SAID CARR PARCEL BOUNDARY, CONTINUING ALONG THE EASTERLY BOUNDARY OF SAID ROBERTS PARCEL COMMON WITH THE WESTERLY LINE OF PARCEL MAP MS 65-71, RECORDED JUNE 24, 1971, IN BOOK 17 OF PARCEL MAPS AT PAGE 18, CONTRA COSTA COUNTY RECORDS, THE FOLLOWING COURSES: NORTH 02°13'20" EAST, 1263.07 FEET; THENCE SOUTH 89°37'40" EAST, 286.69 FEET; THENCE NORTH 05°35'06" WEST, 808.89 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 57.56 ACRES MORE OR LESS.



Izzat S. Nashastibi

EXHIBIT "A"
LEGAL DESCRIPTION

ALL THAT REAL PROPERTY SITUATE IN AN UNINCORPORATED AREA OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

ALL OF LOT ONE, SECTION 20 AND A PORTION OF LOT TWO, SECTION 20, TOWNSHIP 1 SOUTH, RANGE 2 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS CONVEYED IN THE DEED FROM D. J. HALL AND FRANCES HALL TO PEOPLES WATER COMPANY, A CORPORATION, INDENTURE MADE ON JANUARY 30, 1907, AND PORTION OF PARCEL ONE, TWO AND THREE OF THE PARCEL OF LAND CONVEYED IN THE DEED TO STEPHEN E. ROBERTS, TRUSTEE OF THE STEPHEN E. ROBERTS TRUST - 1990 UDT DATED SEPTEMBER 28, 1990, RECORDED MARCH 2, 2006 DOC 2006-0064845, CONTRA COSTA COUNTY OFFICIAL RECORDS, FURTHERMORE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE COURSE LABELLED AS NORTH 00°42'02" EAST, 3047.21 FEET, AS SAID COURSE IS SHOWN ON THE RECORD OF SURVEY OF EAST BAY MUNICIPAL UTILITY DISTRICT, RECORDED ON JUNE 20, 1980 IN BOOK 67 OF LSM AT PAGE 9, CONTRA COSTA COUNTY OFFICIAL RECORDS, SAID POINT BEING THE NORTHEASTERN CORNER OF PARCEL D, AS SAID PARCEL IS SHOWN ON SUBDIVISION 6292, SANDERS RANCH, RECORDED MAY 30, 1985 IN BOOK 289 OF MAPS AT PAGE 46, CONTRA COSTA COUNTY OFFICIAL RECORDS; THENCE FROM SAID POINT OF BEGINNING RUNNING ALONG THE EXTERIOR BOUNDARY OF SAID EBMUD PARCEL THE FOLLOWING COURSES: NORTH 00°42'02" EAST, 1774.45 FEET; THENCE SOUTH 89°01'43" EAST, 351.75 FEET TO THE NORTHEAST CORNER OF SAID EBMUD PARCEL, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID ROBERTS PARCEL; THENCE FROM SAID POINT RUNNING ALONG THE EXTERIOR BOUNDARY OF SAID ROBERTS PARCEL THE FOLLOWING COURSES: SOUTH 89°11'48" EAST, 1545.45 FEET; THENCE NORTH 12°37'53" EAST, 874.70 FEET; THENCE SOUTH 50°54'31" EAST, 94.95 FEET; THENCE SOUTH 34°49'31" EAST, 53.99 FEET; THENCE LEAVING SAID EXTERIOR BOUNDARY ALONG THE FOLLOWING COURSES: SOUTH 02°28'51" WEST, 648.13 FEET; THENCE SOUTH 31°27'00" WEST, 91.00 FEET; THENCE SOUTH 36°41'00" WEST, 111.74 FEET; THENCE SOUTH 72°02'00" WEST, 139.00 FEET; THENCE SOUTH 52°34'00" WEST, 317.77 FEET; THENCE SOUTH 84°03'00" WEST, 422.80 FEET; THENCE SOUTH 37°35'00" WEST, 155.00 FEET; THENCE SOUTH 47°47'00" WEST, 167.00 FEET; THENCE SOUTH 63°04'00" EAST, 177.06 FEET; THENCE SOUTH 69°46'00" EAST, 208.00 FEET; THENCE SOUTH 73°17'10" EAST, 172.28 FEET; THENCE SOUTH 35°28'49" EAST, 170.66 FEET; THENCE SOUTH 60°03'42" EAST, 105.64 FEET; THENCE SOUTH 76°30'41" EAST, 106.66 FEET; THENCE SOUTH 45°50'05" EAST, 112.13 FEET; THENCE SOUTH 32°26'04" EAST, 200.76 FEET; THENCE SOUTH 16°58'02" EAST, 187.09 FEET; THENCE SOUTH 26°03'48" EAST, 138.12 FEET; THENCE SOUTH 21°06'31" EAST, 217.40 FEET; THENCE SOUTH

39°19'57" EAST, 163.28 FEET; THENCE SOUTH 18°28'12" EAST, 426.91 FEET; THENCE SOUTH 47°11'00" EAST, 185.00 FEET; THENCE SOUTH 10°46'55" EAST, 205.05 FEET; THENCE SOUTH 05°26'12" WEST, 319.35 FEET; THENCE SOUTH 33°17'46" EAST, 369.97 FEET; THENCE SOUTH 12°02'00" WEST, 314.00 FEET; THENCE SOUTH 45°59'00" WEST, 609.98 FEET TO A POINT ON THE SOUTHERN LINE OF SAID ROBERTS PARCEL; THENCE ALONG SAID SOUTHERN LINE COMMON WITH THE EXTERIOR LINE OF THE PARCEL OF LAND CONVEYED IN THE DEED TO CARR RANCH INC., A CALIFORNIA CORPORATION, RECORDED MAY 19, 1980 IN BOOK 9856 OF OFFICIAL RECORDS, AT PAGE 631, CONTRA COSTA COUNTY OFFICIAL RECORDS, NORTH 86°14'28" WEST, 1568.88 FEET; THENCE LEAVING SAID SOUTH LINE AND PARALLEL TO THE WESTERN LINE OF SAID ROBERTS PARCEL NORTH 00°21'25" WEST, 1795.86 FEET; THENCE NORTH 72°29'27" WEST, 86.02 FEET; THENCE NORTH 22°51'02" WEST, 93.38 FEET; THENCE NORTH 65°16'08" WEST, 163.19 FEET; THENCE SOUTH 85°20'34" WEST, 159.31 FEET; THENCE NORTH 63°32'02" WEST, 198.43 FEET; THENCE NORTH 65°02'46" WEST, 159.76 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 168.8 ACRES MORE OR LESS.



Izzat S. Nashashibi

EXHIBIT "A"
LEGAL DESCRIPTION

ALL THAT REAL PROPERTY SITUATE IN AN UNINCORPORATED AREA OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL ONE:

ALL OF LOT ONE, TWO, THREE AND LOT FOUR, SECTION 20, TOWNSHIP 1 SOUTH, RANGE 2 WEST, MOUNT DIABLO BASE AND MERIDIAN AS CONVEYED IN THE DEED FROM D. J. HALL AND FRANCES HALL TO PEOPLES WATER COMPANY, A CORPORATION, INDENTURE MADE ON JANUARY 30, 1907.

EXCEPTING THEREFROM:

ALL OF LOT ONE, SECTION 20 AND A PORTION OF LOT TWO, SECTION 20, TOWNSHIP 1 SOUTH, RANGE 2 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS CONVEYED IN THE DEED FROM D. J. HALL AND FRANCES HALL TO PEOPLES WATER COMPANY, A CORPORATION, INDENTURE MADE ON JANUARY 30, 1907, FURTHERMORE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE COURSE LABELLED AS NORTH 00°42'02" EAST, 3047.21 FEET, AS SAID COURSE IS SHOWN ON THE RECORD OF SURVEY OF EAST BAY MUNICIPAL UTILITY DISTRICT, RECORDED ON JUNE 20, 1980 IN BOOK 67 OF LSM AT PAGE 9, CONTRA COSTA COUNTY OFFICIAL RECORDS, SAID POINT BEING THE NORTHEASTERN CORNER OF PARCEL D, AS SAID PARCEL IS SHOWN ON SUBDIVISION 6292, SANDERS RANCH, RECORDED MAY 30, 1985 IN BOOK 289 OF MAPS AT PAGE 46, CONTRA COSTA COUNTY OFFICIAL RECORDS; THENCE FROM SAID POINT OF BEGINNING RUNNING ALONG THE EXTERIOR BOUNDARY OF SAID EBMUD PARCEL THE FOLLOWING COURSES: NORTH 00°42'02" EAST, 1774.45 FEET [1774.77 FEET RECORD PER SAID SUBDIVISION 6292]; THENCE NORTH 89°01'43" WEST, 351.75 FEET; THENCE SOUTH 00°21'25" EAST, 1919.10 FEET; THENCE LEAVING SAID EXTERIOR BOUNDARY SOUTH 85°20'34" WEST, 63.09 FEET; THENCE NORTH 63°32'02" WEST, 198.43 FEET; THENCE NORTH 65°02'46" WEST, 159.76 FEET TO THE POINT OF BEGINNING.

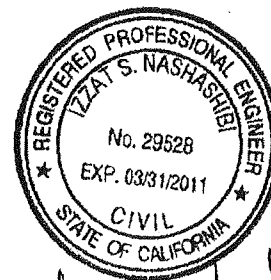
PARCEL TWO:

A PORTION OF THE SOUTHWEST ¼ AND A PORTION OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 2 WEST, MOUNT DIABLO BASE AND MERIDIAN, ALSO BEING A PORTION OF PARCEL ONE AND PARCEL TWO OF THE PARCEL OF LAND CONVEYED IN THE DEED TO STEPHEN E. ROBERTS, TRUSTEE OF THE STEPHEN E. ROBERTS TRUST - 1990 UDT DATED

SEPTEMBER 28, 1990, RECORDED MARCH 2, 2006 DOC 2006-0064845, CONTRA COSTA COUNTY OFFICIAL RECORDS, FURTHERMORE DESCRIBED AS FOLLOWS:

BEGINNING AT A 2" IRON PIPE WITH BRASS DISK, AS SAID POINT IS SHOWN ON THE RECORD OF SURVEY OF EAST BAY MUNICIPAL UTILITY DISTRICT, RECORDED ON JUNE 20, 1980 IN BOOK 67 OF LSM AT PAGE 9, CONTRA COSTA COUNTY OFFICIAL RECORDS, SAID 2" IRON PIPE BEING THE SOUTHWEST CORNER OF SAID PARCEL TWO OF SAID ROBERTS DEED; THENCE FROM SAID POINT OF BEGINNING RUNNING ALONG THE WESTERN LINE OF SAID ROBERTS PARCEL NORTH 00°21'25" WEST, 1944.50 FEET; THENCE LEAVING SAID WESTERN LINE NORTH 85°20'34" EAST, 96.22 FEET; THENCE SOUTH 65°16'08" EAST, 163.19 FEET; THENCE SOUTH 22°51'02" EAST, 93.38 FEET; THENCE SOUTH 72°29'27" EAST, 86.02 FEET; THENCE PARALLEL TO SAID WESTERN LINE OF ROBERTS PARCEL SOUTH 00°21'25" EAST, 1795.86 FEET TO THE SOUTHERN LINE OF SAID ROBERTS PARCEL; THENCE ALONG SAID SOUTHERN LINE COMMON WITH THE EXTERIOR LINE OF THE PARCEL OF LAND CONVEYED IN THE DEED TO CARR RANCH INC., A CALIFORNIA CORPORATION, RECORDED MAY 19, 1980 IN BOOK 9856 OF OFFICIAL RECORDS, AT PAGE 631, CONTRA COSTA COUNTY OFFICIAL RECORDS, NORTH 86°14'28" WEST, 362.28 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 60.28 ACRES MORE OR LESS.



Izzat S. Nashashibi

LAND CONSERVATION CONTRACT NO. 10-0001

ASSESSOR PARCEL NO'S. 258-110-001 & 258-110-002

EXHIBIT B

ALLOWABLE LAND USES

Pursuant to the provisions of Section 84-42.402 (2) of the Contra Costa County Ordinance Code and Paragraph 7 of the Land Conservation Contract, of which this exhibit is made a part, the land uses and structures described below are authorized without a land use permit subject to the terms and conditions set forth below. Said uses and structures shall be in conformance to those authorized by Section 84-42.402 (1) and Section 84-42.404 but shall be subject to Section 84-42.602 through Section 84-42.1402.404 of Chapter 84-42 of the County Ordinance Code.

1. Existing Non-conforming Structures

The following non-conforming structures are permitted, subject to the provisions of County Ordinance Code Chapter 82-8:

None.

2. Existing Conforming Structures on Parcels APN 258-110-001 & 258-110-002

None

3. Proposed Structures on Parcels APN 258-110-001 & 258-110-002

None

4. Existing Land Use on Parcels APN 258-110-001 & 258-110-002

Cattle Grazing

5. Proposed Land Use on Parcels APN 258-110-001 & 258-110-002

Cattle Grazing