

## **EXHIBIT 3**

Recording Requested by:

Albert R. Rubey and Nancy  
V. Rubey

When Recorded, Mail to:

CARLOS BEA, ESQ.  
Attorney at Law  
611 Front Street  
San Francisco, CA 94111

W-473848

179 49856  
APR 17 1979

9312 PAGE 440

RECORDED AT REQUEST OF  
WESTERN TITLE INSURANCE CO.

APR 17 1979  
CONTRA COSTA COUNTY RECORDS  
FEE \$ 22.00 R. OLSON  
COUNTY RECORDER

Documentary Transfer  
Tax \$ None

GRANT OF EASEMENT

Preamble

This Agreement made this 8th day of March, 1979, by  
and between THE ALAMO PARTNERSHIP, a California partnership,  
hereinafter referred to as "Grantor" and NANCY V. RUBEY and  
ALBERT R. RUBEY, hereinafter referred to as "Grantee".

Recitals

WHEREAS, Grantor is the owner of certain real property  
located in that area commonly known as The Alamo Plaza Shopping  
Center, in Contra Costa County, State of California, a portion of  
which property is hereafter referred to as the "Servient Tenement"  
and described as set forth in Exhibit 1, attached hereto and made a  
part hereof, as Area "A" and Area "B".

WHEREAS, Grantor is also the owner of those certain parcels  
of real property located within Areas "A" and "B" of Exhibit 1, as  
such parcels are set forth in Exhibit 2, attached hereto and made a  
part hereof, and designated Parcels One, Two, Three, Four, Five and  
Six;

WHEREAS, Grantee is the owner of certain real property com-  
monly known as 3193 Danville Blvd., Alamo, Contra Costa County, State  
of California, and 3185 Danv. Blvd., Alamo, Contra Costa County,  
State of California, hereinafter referred to as the "Dominant Tenement",  
and described as set forth in Exhibit 3, attached hereto and made a

part hereof; and

WHEREAS, Grantee desires to acquire certain rights in the Servient Tenement;

NOW, THEREFORE, it is agreed as follows:

Grant of Easement

1. For valuable consideration, including but not limited to a license to Grantor to build a road on other portions of the Dominant Tenement, Grantor hereby grants to Grantee easements as hereinafter described.

Character of Easements

2. The easements granted herein are appurtenant to the Dominant Tenement.

General Description of Easements

3. The easements granted herein are easements for parking, driveway access, ingress and egress for the customers, invitees, tenants, agents of owners, owners and other users of Grantee's above-described land. An additional purpose of such easements is to attribute to Grantee's above-described land fifty (50) parking spaces, of the size required by prevailing land entitlement legislation and administrative regulations, so that Grantee may build upon its above-described land buildings of a size consistent with ownership of the above-described land, together with the fifty (50) parking spaces described in Areas "A" and "B" of Exhibit 1.

Nature and Location of Easements

4. (a) Parking Easements: The easements granted herein for parking for the customers, invitees, tenants, agents of owners, owners and other users of Grantee's above-described land are parking easements for those parcels only described as Parcels One through Six in Exhibit 2 attached hereto and made a part hereof. Said easements consist of a total of fifty (50) standard parking spaces: twenty (20) parking spaces in Area "A", Parcels Five and Six, and thirty (30) parking spaces in Area "B", Parcels One, Two, Three and Four, as designated in Exhibit 2. Such parking easements are exclusive, and

use for parking purposes by the Servient Tenement, or Grantor, its successors or assigns, may be made only of such rights as may be expressly set forth in written agreement between Grantor and Grantee.

(b) Easements for Driveway Access, and Ingress and Egress: The easements granted herein for driveway access, and ingress and egress for the customers, invitees, tenants, agents of owners, owners and other users of Grantee's above-described land are for those areas described as Areas "A" and "B" in Exhibit 1, attached hereto and made a part hereof. Such easements for driveway access, and ingress and egress are nonexclusive.

Secondary Easements

5. The easements granted herein include incidental rights of maintenance, repair, and replacement, in case the owner of the Servient Tenement does not make such repair, renewals and replacement so as to maintain the granted easement property in the condition required for the uses contemplated, and set forth above.

Entire Agreement

6. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

Attorney's Fees

7. In the event of any controversy, claim, or dispute relating to this instrument or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs.

Binding Effect

8. This instrument shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.



IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

GRANTOR

GRANTEES

THE ALAMO PARTNERSHIP

BY: Frank A. Medina  
BY DEL PRADO CO. Wesley B. Buey

BY: Albert R. Rubey  
ALBERT R. RUBEY

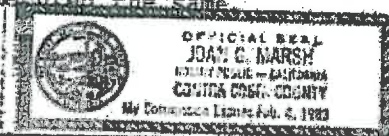
BY: Nancy V. Rubey  
NANCY V. RUBEY

ACKNOWLEDGMENTS

STATE OF CALIFORNIA )  
COUNTY OF CONTRA COSTA )

SS.

On March 9, 197 9, before me a Notary Public for the State of California, appeared ALBERT R. RUBEY, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same.

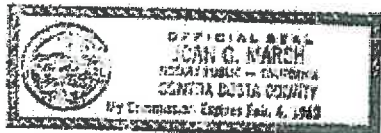


Joan G. Marsh  
NOTARY PUBLIC  
Joan G. Marsh

STATE OF CALIFORNIA )  
COUNTY OF CONTRA COSTA )

SS.

On March 9, 197 9, before me a Notary Public for the State of California, appeared NANCY V. RUBEY, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same.



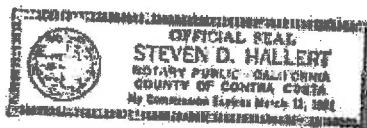
Joan G. Marsh  
NOTARY PUBLIC  
Joan G. Marsh

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STATE OF CALIFORNIA  
COUNTY OF CONTRA COSTA

SS.

On March 7, 1979, before me a Notary Public  
for the State of California, personally appeared  
Fred A. Robinson  
known to me to be one of the Partners of the Partnership that  
executed the within instrument, and acknowledged to me that such  
Partnership executed the same.



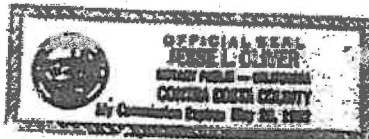
[Signature]  
Notary Public

State of California )  
County of Contra Costa ) SS.

On this 8th day of March, 1979, before me the  
undersigned, a Notary Public in and for said County and State, personally  
appeared Nesley Bailey  
known to me to be one the partners of the partnership  
a general partnership, said partnership being known to me to be one of the  
partners of The Alamo Partnership the partnership that executed the same  
as partners of the partnership first above named, that said partnership  
executed the same as a partner of The Alamo Partnership and that said  
last named partnership executed the same.

Witness my hand and official seal.

[Signature]  
Notary Public in and for said  
County and State





## EXHIBIT 1

Description of Area "A"

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE UNINCORPORATED AREA OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AND BEING A PORTION OF THE RANCHO SAN RAMON, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF LUNADA LANE (50.00 FEET WIDE) WITH THE SOUTHWESTERLY LINE OF STATE HIGHWAY 21 (DANVILLE BLVD.) AS SHOWN ON THAT CERTAIN MAP OF TRACT 26277 FILED NOVEMBER 12, 1959, BOOK 75 OF MAPS AT PAGE 16, CONTRA COSTA COUNTY RECORDS; THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 63° 43' 09" WEST, 101.22 FEET; THENCE LEAVING SAID SOUTHEASTERLY LINE SOUTH 26° 37' 06" EAST, 208.36 FEET TO THE TRUE POINT OF BEGINNING; THENCE FROM SAID TRUE POINT OF BEGINNING CONTINUING ALONG LAST SAID LINE SOUTH 26° 37' 06" EAST, 215.91 FEET; THENCE SOUTH 68° 17' 18" WEST, 35.00 FEET; THENCE NORTH 26° 37' 06" WEST, 215.92 FEET; THENCE NORTH 68° 18' 24" EAST, 35.00 FEET TO THE TRUE POINT OF BEGINNING.

Description of Area "B"

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE UNINCORPORATED AREA OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AND BEING A PORTION OF THE RANCHO SAN RAMON, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

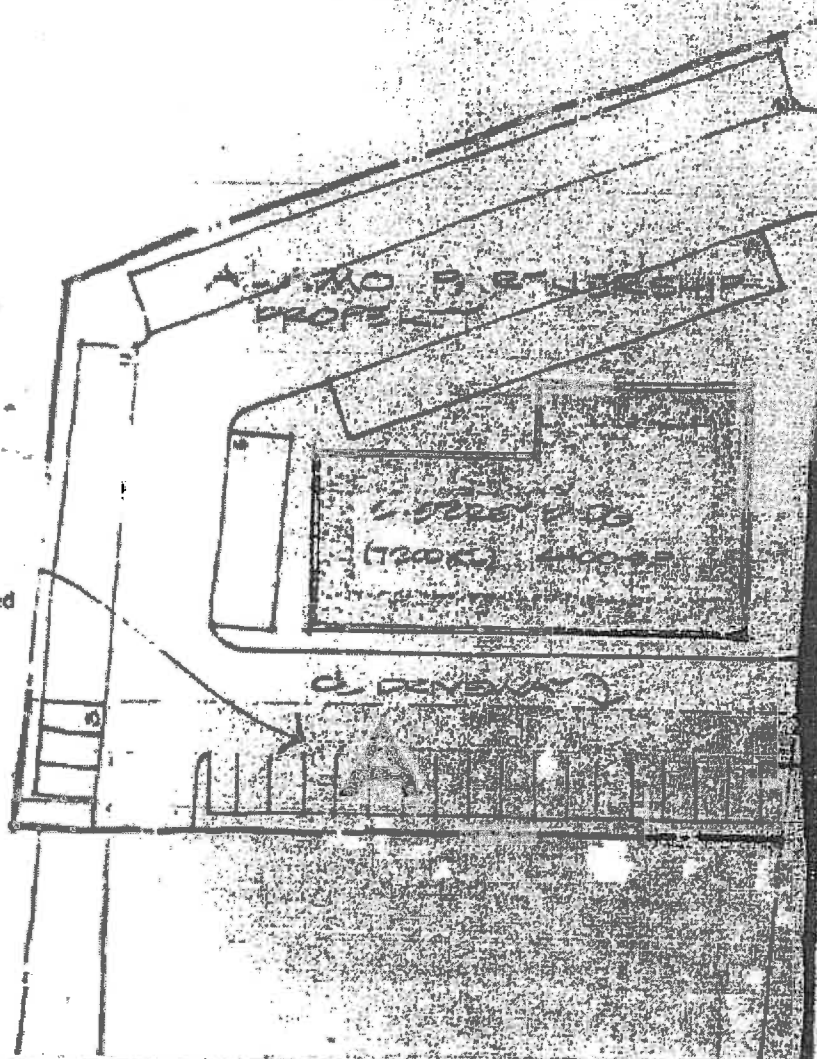
BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF LUNADA LANE (50.00 FEET WIDE) WITH THE SOUTHWESTERLY LINE OF STATE HIGHWAY 21 (DANVILLE BLVD.) AS SHOWN ON THAT CERTAIN MAP OF TRACT 26277 FILED NOVEMBER 12, 1959, BOOK 75 OF MAPS AT PAGE 16, CONTRA COSTA COUNTY RECORDS; THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 63° 43' 09" WEST, 101.22 FEET TO THE TRUE POINT OF BEGINNING; THENCE FROM SAID TRUE POINT OF BEGINNING LEAVING SAID SOUTHEASTERLY LINE SOUTH 26° 37' 06" EAST, 188.14 FEET; THENCE SOUTH 68° 18' 24" WEST, 95.00 FEET; THENCE NORTH 26° 37' 06" WEST, 192.68 FEET; THENCE AT RIGHT ANGLES NORTH 63° 22' 54" EAST, 95.00 FEET; THENCE AT RIGHT ANGLES SOUTH 26° 37' 06" EAST, 51.86 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT

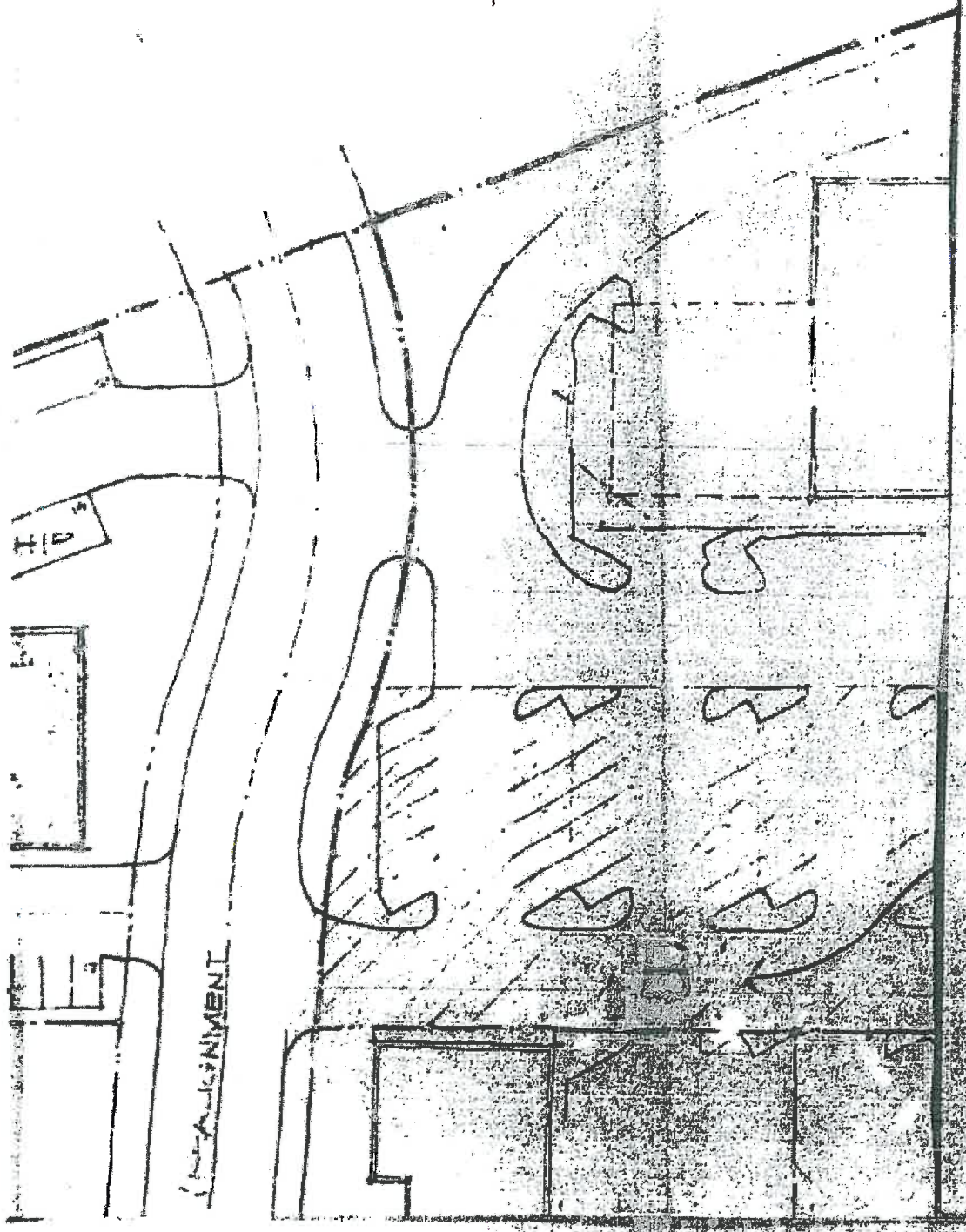
Page 1 of 2

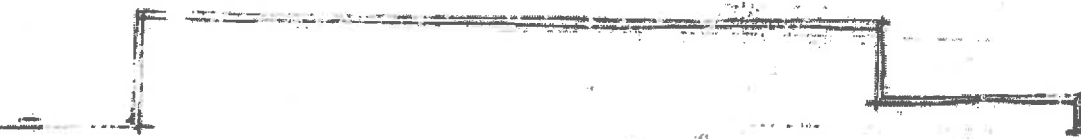
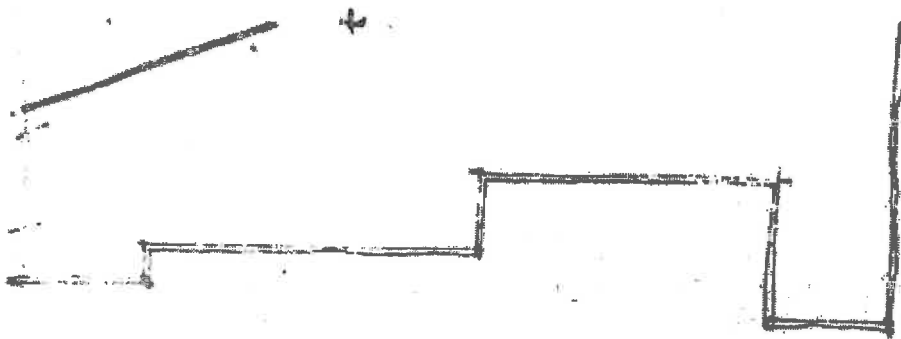
A

EASEMENT  
(Includes 20 parking  
space use) granted  
to adjacent parcel  
to the East, designated  
as Rubey properties.









ALAMO PLAZA CENTER

B

EASEMENT  
(Includes 30 parking  
space use) granted  
to adjacent parcel  
to the East, designated  
as Rubey properties.

PROPOSED NEW  
PROPERTY LINE

POST OFFICE  
(EXISTING)

11

9312 449

+

7

7



9312 PAGE 450

RUBEN PROPERTY

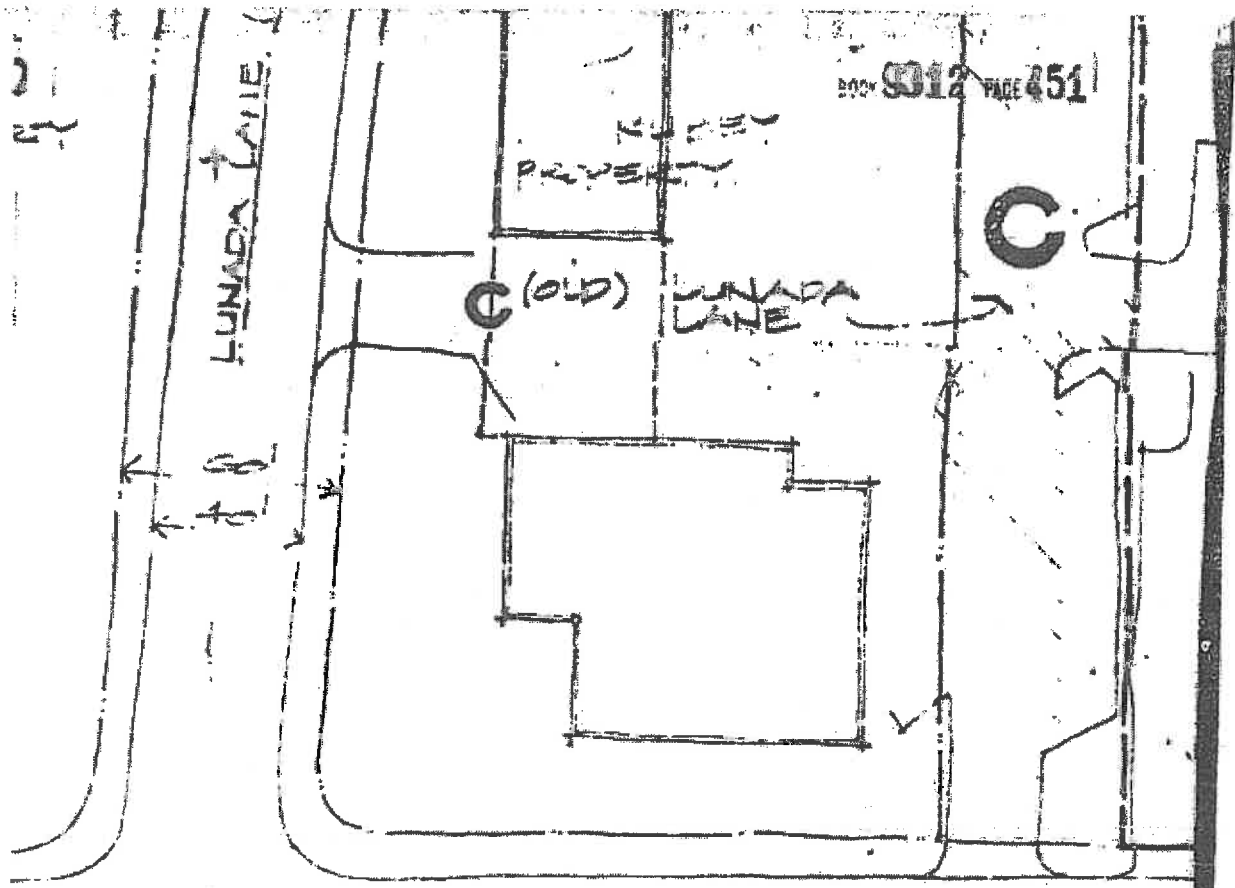
EXISTING  
BUILDING

"Grant of Easement"

EXHIBIT 1

PAGE 2 of 2

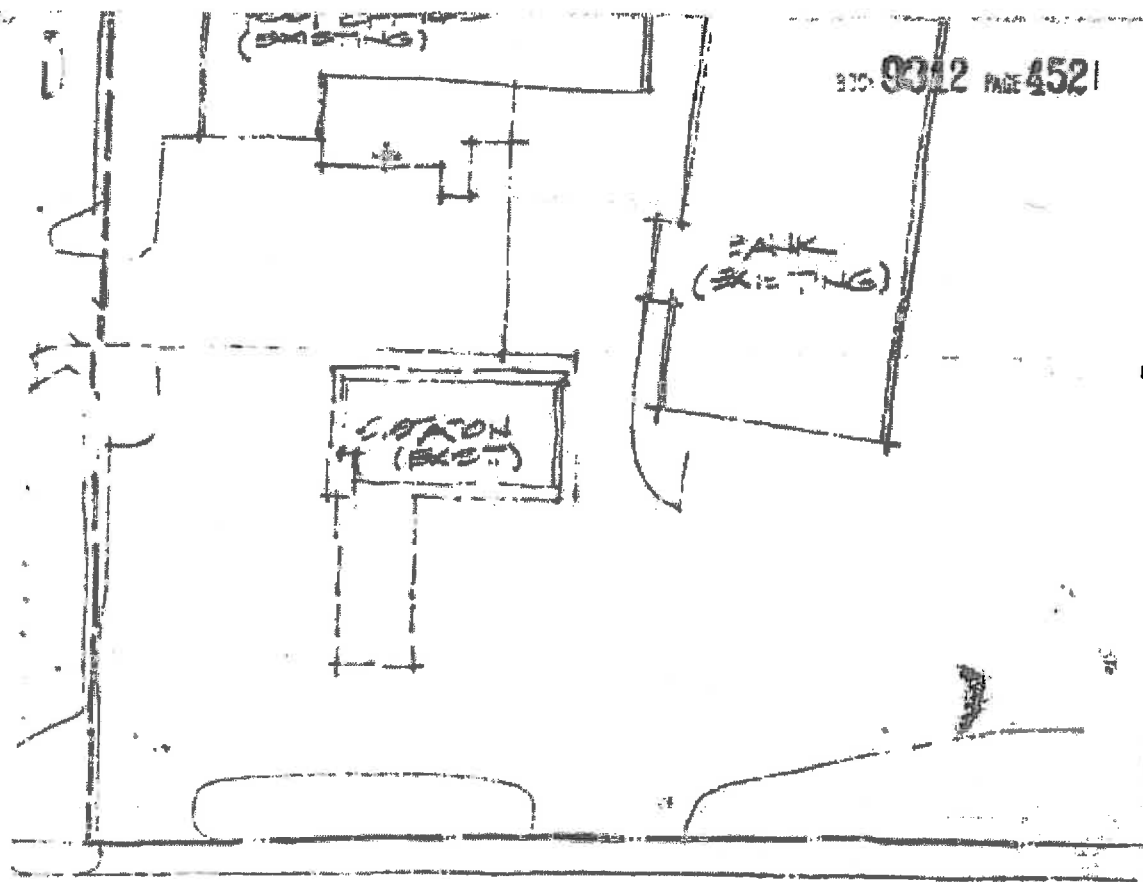
ALAMO PL



BOOK 9312 PAGE 451

ANVILLE ROAD

AZA CENTER



310-9312 PAGE 4521

SIT  
1" =

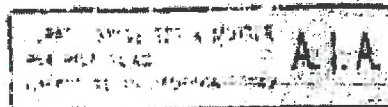
# LUNADA LANE REALIGNMENT AND EASEMENT PLAN



SITE PLAN  
40'-0"



MENT  
PLAN



7.58

4-6-78  
REVISAL 4-11-78  
76-79