

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

City of El Cerrito
10890 San Pablo Avenue
El Cerrito, CA 94530
Attn: City Manager

NO FEE FOR RECORDING PURSUANT TO
GOVERNMENT CODE SECTIONS 6103 AND 27383

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

**PARTIAL RELEASE OF NOTICE OF COMPENSATION AGREEMENT
RELATED TO REAL PROPERTY**

This Partial Release of Notice of Compensation Agreement Related to Real Property is made as of _____, 2019 (the "Notice"), by the City of El Cerrito ("City") and the County of Contra Costa with respect to that certain real property located in the City of El Cerrito, County of Contra Costa further described in Exhibit A incorporated herein by reference.

RECITALS

A. The City of El Cerrito (the "City"), the County of Contra Costa (the "County"), the Contra Costa County Library, the Contra Costa County Flood Control and Water Conservation District, (collectively the "County Entities") entered into that certain Compensation Agreement dated August 16, 2018 (the "Compensation Agreement"), with reference to the Real Property.

B. In connection with the Compensation Agreement, the City and the County executed the Notice, which was recorded against the Real Property in the Official Records of the County of Contra Costa as Instrument No. 2019-0003099-00 on January 9, 2019.

C. The County has determined that the City has fulfilled its obligations under the Compensation Agreement and desires to release the Notice from the Real Property.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, and the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, it is hereby declared, understood and agreed as follows:

Section 1. The County hereby releases the City (and its successors) and the Real Property from any and all obligations owed to the County Entities under the Notice and the Compensation Agreement.

Section 2. This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof.

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.

Section 3. This Agreement shall be binding on and inure to the benefit of the legal representatives, heirs, successors and assigns of the parties.

Section 4. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 5. This Agreement may be signed by the different parties hereto in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Release as of the day first above written.

CITY OF EL CERRITO, a subdivision of the State of California

By: _____

Karen Pinkos, City Manager

Dated: _____

APPROVED AS TO FORM:

City Attorney

Date: _____

COUNTY:

COUNTY OF CONTRA COSTA, a political subdivision of
the State of California

By: _____

APPROVED AS TO LEGAL FORM:

By: _____

[ALL SIGNATURES MUST BE NOTARIZED]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, 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.

Name: _____
Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, 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.

Name: _____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

The land is situated in the State of California, County of Contra Costa, and is described as follows:

MAYFAIR

PROPERTY DESCRIPTION

The land referred to is situated in the County of Contra Costa, City of El Cerrito, State of California, and is described as follows:

Parcel One:

Lots 1 through 12, inclusive and Lots 21 through 32, inclusive, in Block 2, as shown on the map entitled, "Richmond Junction", Contra Costa Co., California, filed on May 6, 1913 in Book 9 of Maps, at Page 221.

EXCEPTING THEREFROM:

That portion as condemned to the People of the State of California, acting by and through the Department of Transportation, recorded November 6, 1695, as Instrument No. 95-193521, Official Records.

APN: 502-062-029

Parcel Two:

Lots 13, 14, 15, 16, 17 and 18, in Block 2, as shown on the map entitled, "Richmond Junction", Contra Costa Co., California, filed on May 6, 1913 in Book 9 of Maps, at Page 221.

EXCEPTING THEREFROM:

That portion deeded to the State of California recorded August 31, 2005, Instrument No. 94-46446.

APN: 502-062-028

Parcel Three:

Lots 19 and 20, in Block 2, as shown on the map entitled, "Richmond Junction", Contra Costa Co., California, filed on May 6, 1913 in Book 9 of Maps, at Page 221.

APN 502-062-003

EASTSHORE

PROPERTY DESCRIPTION

The land referred to is situated in the County of Contra Costa, City of El Cerrito, State of California, and is described as follows:

City of El Cerrito

PARCEL ONE:

Lot 9, in Block 18, as shown on the Amended Map of Alto Punta, filed April 22, 1905, in Book D of Maps, Page 90, Contra Costa County Records.

PARCEL TWO:

Portion of Lot 23, in Block 18, as shown on the Amended Map of Alta Punta, filed April 22, 1905, in Book D of Maps, Page 90, Contra Costa County Records, described as follows:

Beginning on the East line of said Lot 23, distant thereon North 216.98 feet from the Southeast corner thereof, said point of beginning being at the Northeast corner of the Parcel of land described in the Deed from E. T. Grove, et ux, to Sam Sweetanos, et ux, dated September 8, 1937, recorded September 14, 1937, in Book 439 of Official Records, Page 493; thence from said point of beginning North along the East line of said Lot 23, 114.35 feet to the most Southerly corner of Lot 9 in said Block 18; thence South 60° 59' West along the extension Southwesterly of the Southeast line of said Lot 9, 30.13 feet to the West line of the Parcel of land described in the Deed from Earl Lee Kelly as Director of Public Works of the State of California, to Samuel Sweetanos, et ux, dated December 15, 1938, recorded January 7, 1939, in Book 487 of Official Records, Page 269; thence South 0° 12' East along said line to a point which bears North 87° 06' West, 26.11 feet from the point of beginning; thence South 87° 06' East, 26.11 feet to the point of beginning.

PARCEL THREE:

Portion of Lot 23, in Block 18, as shown on the Amended Map of Alta Punta, filed April 22, 1905, in Book D of Maps, Page 90, Contra Costa County Records, described as follows:

Beginning at the most Southerly corner of said Lot 9; thence from said point of beginning North along the West line of said Lot 56.38 feet; thence North 29° 01' West continuing along said West line and the West line of Lot 8, 20.09 feet to the North line of the Parcel of land described in the Deed from State of California to Samuel Sweetanos, et ux, dated December 15, 1938, recorded January 7, 1939, in Book 487 of Official Records, Page 269; thence South 89° 50' West along said line 16.83 feet to the West line thereof; thence South 0° 10' East along said line 88.50 feet to the extension Southwesterly of the South line of said Lot 9; thence North 60° 59' East along said South line and the extension thereof 30.13 feet to the point of beginning.

PARCEL FOUR:

Portion of Lot 23, in Block 18, as shown on the Amended Map of Alta Punta, filed April 22, 1905, in Book D of Maps, Page 90, Contra Costa County Records, described as follows:

Commencing at the most Easterly corner of that certain Tract of land described as Parcel Two in the Deed to the State of California, by West Richmond Nursery Company, dated November 4, 1940, recorded December 30, 1940, in Book 578 of Official Records, Page 160; thence along the Northeasterly line of said Parcel Two, North 29° 09' 25" West, 31.9 feet to a line parallel with and distant 87.50 feet, Easterly, at right angles, from the center line of the Department of Public Works survey for the State Highway through the City of El Cerrito, Road IV-CC-69-ECR., thence along said parallel line South 0° 20' 25" East, 27.96 feet to a point on the Southerly line of said Parcel Two, said point being 87.50 feet Easterly at right angles, from Engineer's Station 344 + 28.79 on the center line of said survey; thence along the Southerly line of said Parcel Two, North 89° 39' 35" East, 15.4 feet to the point of commencement.

PARCEL FIVE:

Portion of Lots 7 and 23, in Block 18, as shown on the Amended Map of Alta Punta, filed April 22, 1905, in Book D of Maps, Page 90, Contra Costa County Records, described as follows:

Commencing at the intersection of the general Easterly line of that certain Parcel of land described in the relinquishment to the City of El Cerrito, recorded January 31, 1957, in Book 2924, Page 126, Official Records of Contra Costa County with the Northerly line of that Parcel of land described in Director's Deed No. 169-DD, recorded November 30, 1960, in Book 3749, Page 66, Official Records of said County; thence along said Easterly line North 0° 47' 01" East, 254.49 feet to the general Southerly line of that Parcel of land described in Director's Deed No. 170-DD-1, recorded May 4, 1961, in Book 3860, Page 399, Official Records of said County; thence along said Southerly line South 89° 23' 02" East, 18.08 feet and North 61° 59' 39" East, 24.16 feet to the Easterly line of said Parcel No. 348 (448 OR 345); thence along last said line and along the Easterly line of said Parcels (578 OR 160 Parcel 2) and (487 OR 150) South 0° 36' 58" West, 268.43 feet to said Northerly line of said Parcel (3749 OR 66); thence along last said line North 86° 00' 02" West, 40.10 feet to the point of commencement.

APN: 513-372-032