

Recorded at the request of:

Return to:

City of Pleasant Hill  
100 Gregory Lane  
Pleasant Hill, CA 94523

EXEMPT FROM RECORDING FEES PURSUANT TO GOV'T. CODE SECTION 27383 AND DOCUMENTARY TRANSFER TAX PURSUANT TO  
REVENUE AND TAXATION CODE SECTION 11922.

Title Co. Order No.622210-CPH

## GRANT DEED WITH POWER OF TERMINATION

For valuable consideration, receipt of which is hereby acknowledged,

COUNTY OF CONTRA COSTA, a political subdivision of the State of California, ("Grantor"),

hereby grants to the City of Pleasant Hill, a California municipal corporation ("Grantee"), the following described real property in the City of Pleasant Hill, County of Contra Costa, State of California.

**CONSISTING OF: PARCEL 1, DESCRIBED IN EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF; AND PARCEL 5, DESCRIBED IN EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF (together, Parcel 1 and Parcel 5 are the "Property").**

which conveyance is made expressly subject to the following covenants, conditions and restrictions:

This Grant Deed reserves to Grantor a power of termination in Parcel 1 as such powers are described in California Civil Code section 885.010 et seq. and further set forth in Exhibit C attached hereto.

COUNTY OF CONTRA COSTA

Dated \_\_\_\_\_

By \_\_\_\_\_  
Chair, Board of Supervisors



**ENGINEERS  
SURVEYORS  
PLANNERS**

May 1, 2020  
BKF Job No. 20155138-14

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**PARCEL 1**  
**(From Contra Costa County to the City of Pleasant Hill)**

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

**BEING** a portion of Parcel One as said parcel is described in the Grant Deed recorded October 9, 1981, in Book 10530 of Official Records at Page 318, and the Grant Deed recorded June 22, 1984, in Book 11848 of Official Records at Page 369, Contra Costa County Records, and more particularly described as follows:

**COMMENCING** at the southeastern corner of Parcel A as said parcel is shown on the map entitled, "Parcel Map, MS 96-704," filed October 10, 1997, in Book 172 of Parcel Maps at Page 37, 38 and 39, in the Office of the Recorder of Contra Costa County; **THENCE** westerly along the southerly line of said Parcel A, being also the northerly right of way line of Oak Park Boulevard (60 foot wide public right of way) as said boulevard is shown on said map (172 PM 37), North 79°25'56" West 107.11 feet to the southeastern corner said Parcel One (10530 O.R. 318);

**THENCE**, northeasterly along the line common to said Parcel One (10530 O.R. 318) and said Parcel A (172 PM 37), North 31°34'04" East 8.98 feet to the **POINT OF BEGINNING**;

**THENCE**, from said point of beginning, leaving said northwesterly line of Parcel A, along a non-tangent curve to the left, having a radius of 150.00 feet, to which a radial line to said curve bears North 12°47'18 East, through a central angle of 02°13'14", an arc distance of 5.81 feet;

**THENCE**, North 79°25'56" West 29.58 feet;

**THENCE**, along a tangent curve to the right, having a radius of 60.50 feet, through a central angle of 15°44'55", an arc distance of 16.63 feet;

**THENCE**, North 63°41'01" West 19.71 feet;

**THENCE**, along a tangent curve to the left, having a radius of 90.00 feet, through a central angle of 15°44'55", an arc distance of 24.74 feet;

**THENCE**, North 79°25'56" West 144.36 feet;

**THENCE**, North 38°51'32" West 18.96 feet;

May 1, 2020  
BKF Job No. 20155138-14  
Exhibit "A" - Parcel 1

THENCE, North 01°42'47" East 284.06 feet;

THENCE, South 88°18'35" East 446.21 feet to the aforesaid common line of Parcel One (10530 O.R. 318) and Parcel A (172 PM 37), and a point distant North 88°18'35" West 115.33 feet from the southwesterly line of said Parcel A;

THENCE, southwesterly along said common line, South 31°34'04" West 399.51 feet to the **POINT OF BEGINNING.**

Containing an area of 113,182 square feet or 2.598 acres, more or less.

The bearings of this description are based on that certain map entitled, "Parcel Map, MS 96-704," filed October 10, 1997, in Book 172 of Parcel Maps at Page 37, 38 and 39, in the Office of the Recorder of Contra Costa County.

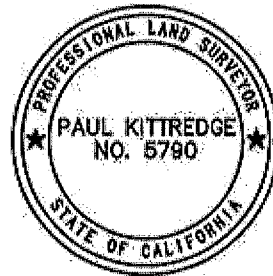
A plat showing the above described parcel is attached hereto and made a part hereof.

Subject to all easements of record.

This description was prepared by me or under my direction for BKF Engineers. This legal description shall not be used in violation of the Subdivision Map Act or local ordinance.

By: Paul Kittredge  
Paul A. Kittredge, P.L.S. No. 5790

Dated: May 6, 2020



PARCEL A  
172 PM 37

N 88°17'13" W 715.27'

LINE TABLE

NO.	BEARING	DISTANCE
L1	N 31°34'04" E	8.98'
L2	N 79°25'56" W	29.58'
L3	N 63°41'01" W	19.71'
L4	N 38°51'32" W	18.96'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH
C1	02°13'14"	150.00'	5.81'
C2	15°44'55"	60.50'	16.63'
C3	15°44'55"	90.00'	24.74'

LEGEND:

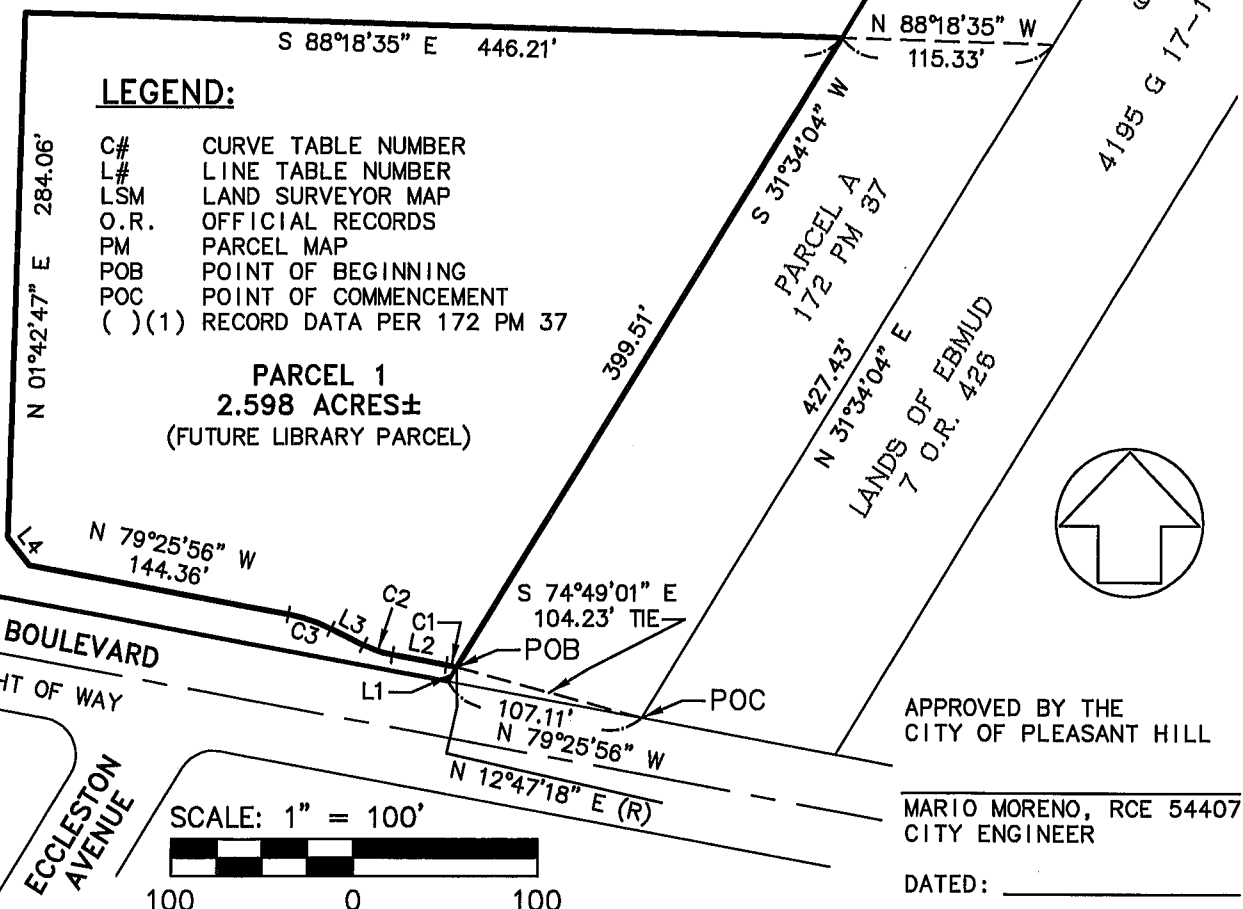
——— SUBJECT PROPERTY LINE  
 - - - EASEMENT LINE  
 = = = ADJOINERS

PARCEL ONE  
10530 O.R. 318  
11848 O.R. 369

LEGEND:

C# CURVE TABLE NUMBER  
 L# LINE TABLE NUMBER  
 LSM LAND SURVEYOR MAP  
 O.R. OFFICIAL RECORDS  
 PM PARCEL MAP  
 POB POINT OF BEGINNING  
 POC POINT OF COMMENCEMENT  
 ( ) (1) RECORD DATA PER 172 PM 37

PARCEL 1  
2.598 ACRES±  
(FUTURE LIBRARY PARCEL)



K:\2018\180984-Oak\_Park\_and\_Monticello\_Improvements\SUR\Mapping\Plats\Transfer Parcels\RECORD\MLH\CCC-to-City-Pol1-PLAT.dwg

EXHIBIT "A"

**BkF 100+**  
YEARS  
ENGINEERS. SURVEYORS. PLANNERS.

1646 N. CALIFORNIA BLVD  
SUITE 400  
WALNUT CREEK, CA 94596  
925-940-2200  
925-940-2299 (FAX)

Subject PLAT TO ACCOMPANY PARCEL 1  
DESCRIPTION (CCC TO CITY)  
 Job No. 20155138-14  
 By MLH Date 05/01/20 Chkd. PAK  
 SHEET 3 OF 3



ENGINEERS  
SURVEYORS  
PLANNERS

May 5, 2020  
BKF Job No. 20155138-14

Exhibit "B"

**LEGAL DESCRIPTION**  
**PARCEL 5**  
**(From Contra Costa County to the City of Pleasant Hill)**

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

**BEING** a portion of Parcel One as said parcel is described in the Grant Deed recorded October 9, 1981, in Book 10530 of Official Records at Page 318, and the Grant Deed recorded June 22, 1984, in Book 11848 of Official Records at Page 369, Contra Costa County Records, and a portion of the 7.68 acre parcel of land as described in the Grant Deed recorded April 1, 1958, in Book 3142 of Official Records at Page 501, Contra Costa County Records, more particularly described as follows:

**COMMENCING** at the southeastern corner of Parcel A as said parcel is shown on the map entitled, "Parcel Map, MS 96-704," filed October 10, 1997, in Book 172 of Parcel Maps at Page 37, 38 and 39, in the Office of the Recorder of Contra Costa County; **THENCE** westerly along the southerly line of said Parcel A, being also the northerly right of way line of Oak Park Boulevard (60 foot wide public right of way) as said boulevard is shown on said map (172 PM 37), North 79°25'56" West 107.11 feet to the southeastern corner of said Parcel One (10530 O.R. 318) and the **POINT OF BEGINNING**;

**THENCE** from said point of beginning, northeasterly along the line common to said Parcel One (10530 O.R. 318) and said Parcel A (172 PM 37), North 31°34'04" East 8.98 feet;

**THENCE**, leaving the last said line, along a non-tangent curve to the left, having a radius of 150.00 feet, to which a radial line to said curve bears North 12°47'18" East, through a central angle of 02°13'14", an arc distance of 5.81 feet;

**THENCE**, North 79°25'56" West 29.58 feet;

**THENCE**, along a tangent curve to the right, having a radius of 60.50 feet, through a central angle of 15°44'55", an arc distance of 16.63 feet;

**THENCE**, North 63°41'01" West 19.71 feet;

**THENCE**, along a tangent curve to the left, having a radius of 90.00 feet, through a central angle of 15°44'55", an arc distance of 24.74 feet;

**THENCE**, North 79°25'56" West 144.36 feet;

**THENCE**, North 38°51'32" West 18.96 feet;

May 5, 2020  
BKF Job No. 20155138-14  
Exhibit "A" - Parcel 5

THENCE, North  $01^{\circ}42'47''$  East 619.77 feet to the northerly line of said Parcel One (10530 O.R. 318), said line being also the southerly line of said Parcel A (172 PM 37);

THENCE, westerly along said northerly line of Parcel One, and the southerly line of said Parcel A (172 PM 37), North  $88^{\circ}17'13''$  West 60.50 feet;

THENCE, leaving said northerly line of Parcel One, and the southerly line of said Parcel A (172 PM 37), South  $01^{\circ}42'47''$  West 561.43 feet;

THENCE, South  $03^{\circ}37'20''$  West 55.26 feet;

THENCE, South  $50^{\circ}26'50''$  West 25.12 feet;

THENCE, along a non-tangent curve to the left, having a radius of 4,269.86 feet, to which a radial line to said curve bears North  $08^{\circ}54'41''$  East, through a central angle of  $02^{\circ}41'38''$ , an arc distance of 200.76 feet;

THENCE, along a compound curve to the left, having a radius of 110.00 feet, to which a radial line to said curve bears North  $06^{\circ}13'03''$  East, through a central angle of  $10^{\circ}33'14''$ , an arc distance of 20.26 feet;

THENCE, South  $85^{\circ}39'49''$  West 20.71 feet;

THENCE, along a tangent curve to the right, having a radius of 120.00 feet, through a central angle of  $09^{\circ}45'26''$ , an arc distance of 20.44 feet to the southwestern corner of said 7.68 acre parcel (3142 O.R. 501), said corner being also on the aforesaid northerly right of way line of Oak Park Boulevard;

THENCE, easterly along said northerly right of way line of Oak Park Boulevard and along a tangent curve to the right, having a radius of 4,030.00 feet, to which a radial line to said curve bears North  $05^{\circ}20'32''$  East, through a central angle of  $05^{\circ}13'32''$ , an arc distance of 367.55 feet;

THENCE, continuing along said northerly right of way line of Oak Park Boulevard, South  $79^{\circ}25'56''$  East 222.42 feet to the **POINT OF BEGINNING**.

Containing an area of 45,535 square feet or 1.045 acres, more or less.

The bearings of this description are based on that certain map entitled, "Parcel Map, MS 96-704," filed October 10, 1997, in Book 172 of Parcel Maps at Page 37, 38 and 39, in the Office of the Recorder of Contra Costa County.

May 5, 2020  
BKF Job No. 20155138-14  
Exhibit "A" - Parcel 5

A plat showing the above described parcel is attached hereto and made a part hereof.

Subject to all easements of record.

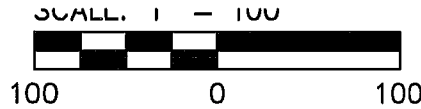
This description was prepared by me or under my direction for BKF Engineers. This legal description shall not be used in violation of the Subdivision Map Act or local ordinance.

By: Paul Kittredge  
Paul A. Kittredge, P.L.S. No. 5790

Dated: May 6, 2020



PARCEL TWO  
3408 O.R. 439



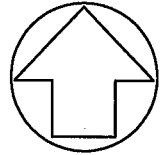
PARCEL A  
172 PM 37

N 88°17'13" W  
272.27' (272.2')(2)

N 88°17'13" W 715.27'

### CURVE TABLE

NO.	DELTA	RADIUS	LENGTH
C1	02°13'14"	150.00'	5.81'
C2	15°44'55"	60.50'	16.63'
C3	15°44'55"	90.00'	24.74'
C4	10°33'14"	110.00'	20.26'
C5	09°45'26"	120.00'	20.44'



3142 O.R. 501  
(7.68 ACRE PARCEL)

### LEGEND:

C# CURVE TABLE NUMBER  
L# LINE TABLE NUMBER  
LSM LAND SURVEYOR MAP  
O.R. OFFICIAL RECORDS  
PM PARCEL MAP  
POB POINT OF BEGINNING  
POC POINT OF COMMENCEMENT  
(T) TOTAL  
(1) RECORD DATA PER 172 PM 37  
(2) RECORD DATA PER 3142 O.R. 501

### LEGEND:

===== SUBJECT PROPERTY LINE  
===== PARCEL 5 LINE  
===== ADJOINERS

PARCEL ONE  
10530 O.R. 318  
11848 O.R. 369

### LINE TABLE

NO.	BEARING	DISTANCE
L1	N 31°34'04" E	8.98'
L2	N 79°25'56" W	29.58'
L3	N 63°41'01" W	19.71'
L4	N 38°51'32" W	18.96'
L5	S 50°26'50" W	25.12'
L6	S 85°39'49" W	20.71'

N 01°04'04" E 585.67' (585.56')(2)

PARCEL 5  
1.045 ACRES±  
MONTICELLO AVENUE (FUTURE)

N 01°42'47" E 619.77'

S 01°42'47" W 561.43'

Δ = 02°41'38"  
R = 4269.86'  
L = 200.76'

(FUTURE LIBRARY PARCEL)

N 79°25'56" W  
144.36'

795.37' (795.63')(1)  
N 31°34'04" E  
172 PM 37

OAK PARK BLVD

OAK PARK BOULEVARD  
WIDENING  
(FUTURE)  
Δ = 05°13'32"  
R = 4030.00'  
L = 367.55'

33 M 25

APPROVED BY THE CITY OF PLEASANT HILL

MARIO MORENO, RCE 54407  
CITY ENGINEER

DATED

K:\2018\180984-Oak\_Park\_and\_Monticello\_Improvements\SUR\Mapping\Plats\  
Transfer Parcels\RECORD\Marilyn\CCC-to-City-RW-Pc15-PLAT.dwg

EXHIBIT "A"



1646 N. CALIFORNIA BLVD  
SUITE 400  
WALNUT CREEK, CA 94596  
925-940-2200  
925-940-2299 (FAX)

Subject PLAT TO ACCOMPANY PARCEL 5  
DESCRIPTION (CCC TO CITY)  
Job No. 20155138-14  
By MLH Date 05/05/20 Chkd. PAK  
SHEET 4 OF 4



## EXHIBIT C

### Power of Termination

#### A. GENERAL

1. Conditions Subsequent. The sale of Parcel 1 to the City is made expressly subject to the following condition subsequent that: on or before June 1, 2025, the City shall complete construction of a public library on Parcel 1.
2. Reservation of Power of Termination. The County reserves to itself a power of termination in parcel 1 as such powers are described in California Civil Code section 885.010 et seq., as may be amended or replaced in the future. The power of termination shall become enforceable if the City fails to complete construction of a public library on Parcel 1 by June 1, 2025.

#### B. EXERCISE OF POWER OF TERMINATION

Exercise of the power of termination shall be carried out pursuant to the requirements of Civil Code section 885.050, as amended or replaced.

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 CONTRA COSTA    )

On \_\_\_\_\_, 202\_, before me, \_\_\_\_\_, Notary Public,  
personally appeared, \_\_\_\_\_ who proved to me on the basis of  
satisfactory evidence to be the person(s) whose name is subscribed to the within  
instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity, and that by his/her/their signature on the instrument the person, or  
the entity upon behalf of which the person 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 \_\_\_\_\_ (seal)

Pursuant to Section 27281 of the  
California Government Code

Signature \_\_\_\_\_ (seal)

**PURCHASE AND SALE AGREEMENT  
AND  
JOINT ESCROW INSTRUCTIONS  
BETWEEN CONTRA COSTA COUNTY AND THE CITY OF PLEASANT HILL**

---

This purchase and sale agreement and joint escrow instructions ("Agreement") is dated \_\_\_\_\_, 2020 (the "Effective Date"), and is between the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the "County"), and the CITY OF PLEASANT HILL, a California municipal corporation (the "City").

**RECITALS**

- A. The County is the owner of (i) approximately 2.6 acres of unimproved real property that consists of a portion of land that is commonly known as 1700 Oak Park Boulevard, in the City of Pleasant Hill, County of Contra Costa, State of California, as more particularly described in Exhibit A ("Parcel 1"), and (ii) approximately 1 acre of improved real property between 1700 Oak Park Boulevard and 1750 Oak Park Boulevard that comprises the southern end of Monticello Avenue, in the City of Pleasant Hill, County of Contra Costa, State of California, as more particularly described in Exhibit B ("Parcel 5"). Together, Parcel 1, Parcel 5 and all of the County's right, title and interest in and to all entitlements, easements, rights, mineral rights, oil and gas rights, water, water rights, air rights, development rights and privileges, appurtenant to Parcel 1 and Parcel 5, excluding any fee credits to which the County is entitled from the Central Contra Costa Sanitary District, are the "Property." The County also owns approximately 4.0 acres of unimproved real property immediately north of Parcel 1 that consists of a portion of land that is commonly known as 1700 Oak Park Boulevard, in the City of Pleasant Hill, County of Contra Costa, State of California ("Parcel 3").
- B. The County is the owner of an approximately 4.8-acre parcel located at 1750 Oak Park Boulevard and 75 Santa Barbara Road in Pleasant Hill, as more particularly described in the Oak Park Properties Vesting Tentative Map dated May 28, 2019 (the "Alpha Parcel"). The County has applied for Land Use Approvals from the City for the development of the Alpha Parcel as a single-family residential subdivision. For purposes of this Agreement, "Land Use Approvals" means the permits and approvals necessary for the development of the Alpha Parcel as a single-family residential subdivision, including, but not limited to, a tentative map that will allow for division of the Alpha Parcel in a manner suitable for the construction of residential housing, an environmental impact report under the California Environmental Quality Act ("CEQA"), and overall design and architectural review.
- C. The Mt. Diablo Unified School District (the "School District") is the owner of (i) approximately 1 acre of unimproved property that is adjacent to the Property ("Parcel 2"), and (ii) approximately 0.3 acres of improved real property between 1700 Oak Park Boulevard and 1750 Oak Park

Boulevard, that comprises the northern end of Monticello Boulevard, in the City of Pleasant Hill, County of Contra Costa, State of California ("Parcel 6"). The School District also owns approximately 1 acre of unimproved property that is adjacent to Parcel 2 and Parcel 3 ("Parcel 4"). The City and the School District are parties to a purchase and sale agreement under which the School District agrees to convey to the City, and the City agrees to accept, Parcel 2, Parcel 4 and Parcel 6 (the "City/School District PSA").

- D. Following the conveyance of Parcel 1 to the City pursuant to this Agreement and the conveyance of Parcel 2, Parcel 4 and Parcel 6 to the City pursuant to the City/School District PSA, the City will be the owner of the parcel that consists of the Parcel 1, Parcel 2, and Parcel 4 (together, the "Library Site"). The City intends to use the Library Site as the site of a new city-owned library as contemplated in the Oak Park Properties Specific Plan. The Library Site is bordered by Oak Park Boulevard to the south, Monticello Avenue to the west and Grayson Creek to the east.
- E. The County intends to convey Parcel 3 to the Pleasant Hill Recreation and Park District (the "Park District") pursuant to a purchase and sale agreement between the County and the Park District (the "County/Park District PSA"). Following the conveyance of Parcel 3 to the Park District, the Park District will be the owner of the parcel that consists of Parcel 3 (the "Recreation Site"). The Park District intends to use the Recreation Site to construct sports fields for use by the public. As the current owner of Parcel 3, the County is securing certain easement rights over Parcels 1 and 4 that would ultimately be exercised by the Park District as the future owner of Parcel 3. The City is securing from the County certain easement rights over Parcel 3.
- F. Together with the Park District, the County and the City are parties to a Backbone Infrastructure Cost Sharing Agreement dated \_\_\_\_\_ (the "Infrastructure Agreement"), under which the County, the City and the Park District agree to share the cost of certain infrastructure improvements in the vicinity of the Property. The County, the City and the Park District are also parties to a Predevelopment and Resource Agency Cost Sharing Agreement dated \_\_\_\_\_ (the "Predevelopment Agreement"), under which the County, the City and the Park District agree to share certain administrative costs associated with the sale of the Property to the City, the sale of an adjacent County-owned parcel to the Park District and the sale of the Alpha Parcel to a home builder.
- G. The County desires to convey to the City, and the City desires to accept, the Property, on the express condition that the City construct a public library on Parcel 1. The parties intend that the Property be transferred in an "as-is" condition under the terms and conditions set forth in this Agreement and subject to all existing liens, encumbrances and encroachments, whether recorded or unrecorded (together, the "Permitted Exceptions"). A map is attached as Schedule H for illustrative purposes.

## **AGREEMENT**

NOW THEREFORE, in consideration of the agreements herein contained and for other good and

valuable consideration, the receipt and adequacy of which are hereby acknowledged, the County and the City agree as follows:

1. **Purchase and Sale of the Property.** Subject to the terms and conditions in this Agreement, the County agrees to convey to the City, and the City agrees to accept, fee title to the Property (i) on the express condition that the City only use Parcel 1 as the site of a public library, and if the City fails to commence construction of a public library on Parcel 1 by June 1, 2026, then the County may re-enter Parcel 1 and terminate the City's estate in Parcel 1, as further described in Section 3, and (ii) subject to the Permitted Exceptions.
2. **Consideration.** The consideration for the transfer of the Property by the County to the City is the City's specific performance of the following conditions:
  - 2.1. The City shall enter into Infrastructure Agreement and Predevelopment Agreement prior to, or concurrently with, the Close of Escrow, as defined below.
  - 2.2. As partial consideration for this Agreement, the City hereby releases and discharges the County and its employees, agents, attorneys, officers, divisions, related agencies and entities, affiliates, successors and assigns (together, the "County Parties"), from any and all claims, demands, causes of action, obligations, damages and liabilities, which the City now has or could assert in any manner related to or arising from the condition of the Property, the presence of any hazardous substance in or on the Property, the County's ownership of the Property, this Agreement or actions taken by the parties pursuant to this Agreement, the City's acquisition of the Property, and the present or future use of the Property. As to the subjects of the releases in this paragraph, the City knowingly waives the right to make any claim against the County Parties for such damages and expressly waives all rights provided by section 1542 of the California Civil Code, which provides as follows:

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

In addition, to the fullest extent not prohibited by applicable law, the City shall defend, indemnify, protect, save, and hold harmless the County Parties from any and all claims, cost, loss, liability, expense, damage (including consequential damages) or other injury, claim, action or proceeding (including without limitation attorneys' fees and expenses, and investigation, clean-up, remediation, removal or restoration costs) arising out of or connected with this Agreement or activities taken by the parties pursuant to this Agreement, or relating to the Property, including but not limited to the condition of the Property, the presence of any hazardous substance in or on the Property, the City's acquisition of the Property, and the present or future use of the Property.

If requested by any County Parties, the City shall defend any such suits at its sole cost and expense, with counsel approved by the County Parties, which approval will not be unreasonably withheld. The City's obligations under this Section exist regardless of concurrent negligence or willful misconduct on the part of any County Parties or any other person; provided, however, City shall not be required to indemnify and hold harmless County for liability attributable to the active negligence of County, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where County is shown to have been actively negligent and where County's active negligence accounts for only a percentage of the liability involved, the obligation of City will be for that entire portion or percentage of liability not attributable to the active negligence of County.

This release and indemnification clause shall survive the termination or expiration of this Agreement.

3. **Power of Termination by County.** The County agrees to convey Parcel 1 to the City under the terms and conditions of this Agreement for the specific purpose of the City's construction of a public library on Parcel 1. The grant deed for Parcel 1 and Parcel 5, a form of which is attached hereto as Exhibit C (the "Grant Deed"), reserves to the County a power of termination in Parcel 1 as such powers are described, and defined, in California Civil Code section 885.010 et seq. The power of termination shall become enforceable if the City fails to commence construction of a public library on Parcel 1 by June 1, 2026.
4. **Escrow.** The parties understand and agree that the County has established Escrow No. 622210-CPH (the "Escrow") with First American Title Insurance Company, 4750 Willow Road, Suite 275, Pleasanton, California 94588 (the "Escrow Agent"). This Agreement will constitute escrow instructions to the Escrow Agent in its capacity as escrow agent as provided in this Agreement. The parties agree to execute, for the benefit of the Escrow Agent, additional escrow instructions as the Escrow Agent may require; provided, however, that unless expressly stated in instructions duly executed by both parties, these additional instructions will be construed as applying only to Escrow Agent's employment as escrow agent and will not alter the terms of this Agreement. As soon as practicable after the Effective Date of this Agreement, the County will deposit a fully executed original or copy of this Agreement with the Escrow Agent.
  - 4.1. The City shall pay all closing costs and escrow and recording fees incurred in this transaction and, if title insurance is desired by the City on the Property, the premium charged therefor.
  - 4.2. Prior to the closing, the County will deliver the Deed into Escrow with the Escrow Agent, conveying Property to the City in fee, subject to (i) the power of termination described in Section 3, and (ii) the Permitted Exceptions. Prior to the closing, the County will execute and deliver into Escrow with the Escrow Agent (i) a Grant of Flowage Easement in substantially the form attached hereto as Exhibit F, and (ii) a Grant of Pedestrian and

Vehicular Access, Storm Drain & Irrigation Easement in substantially the form attached hereto as Exhibit G.

- 4.3. Prior to the closing, the City will execute and deliver into Escrow with the Escrow Agent (i) a Grant of Park & Recreation Facilities Easement in substantially the form attached hereto as Exhibit D, and (ii) a Grant of Access and Parking Easement in substantially the form attached hereto as Exhibit E.
- 4.4. Prior to the closing, the County will deliver to the Escrow Agent written notice confirming that the County has received (i) a fully executed Infrastructure Agreement, and (ii) a fully executed Predevelopment Agreement.
- 4.5. Escrow shall close following the close of escrow described in the City/School District PSA") and upon the conveyance of the Property to the City (the "Close of Escrow"). On the closing date, the Escrow Agent will be obligated to close Escrow as follows:
  - 4.5.1. Record the Grant Deed, and the City's acceptance thereof, marked for return to the City (which will be deemed delivery to the City), and send a conforming copy to the County, care of its Principal Real Property Agent.
  - 4.5.2. Record a quitclaim deed of any rights the County may have in Parcel 2 and Parcel 4, marked for return to the City (which will be deemed delivery to the City), and send a conforming copy to the County, care of its Principal Real Property Agent.
  - 4.5.3. Record the following easements, marked for return to the City (which will be deemed delivery to the City), and send a conforming copy to the County, care of County Counsel.
    - 4.5.3.1. Grant of Park & Recreation Facilities Easement
    - 4.5.3.2. Grant of Access and Parking Easement
    - 4.5.3.3. Grant of Flowage Easement
    - 4.5.3.4. Grant of Pedestrian and Vehicular Access, Storm Drain & Irrigation Easement
  - 4.5.4. Issue the title policy on the Property, if requested to do so by the City.
  - 4.5.5. Prorate taxes, assessments, and other charges, if any.
  - 4.5.6. Prepare and deliver to the County and to the City one signed copy each of the Escrow Agent's closing statement showing all receipts and disbursements of the Escrow.

If the Escrow Agent is unable to simultaneously perform all of the instructions set forth above, the Escrow Agent is to notify the County and the City, and retain all funds and



documents pending receipt of further instructions from the County and the City.

5. **"AS IS" Condition of Property.** THE CITY ACKNOWLEDGES AND AGREES THAT, UNDER THE TERMS OF THIS AGREEMENT, THE COUNTY IS CONVEYING AND THE CITY IS ACQUIRING THE PROPERTY ON AN "AS IS WITH ALL FAULTS" BASIS, AND THAT THE CITY IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM THE COUNTY AS TO ANY MATTERS CONCERNING THE PROPERTY INCLUDING, WITHOUT LIMITATION TO: (I) THE PHYSICAL QUALITY, NATURE, ADEQUACY, AND CONDITION OF THE PROPERTY, INCLUDING SOILS, GEOLOGY, AND ANY GROUNDWATER, (II) THE EXISTENCE, QUALITY, NATURE, ADEQUACY, AND PHYSICAL CONDITION OF UTILITIES SERVING THE PROPERTY, (III) THE DEVELOPMENT POTENTIAL OF THE PROPERTY, AND THE PROPERTY'S USE, MERCHANTABILITY, FITNESS, SUITABILITY, VALUE, OR ADEQUACY FOR ANY PARTICULAR PURPOSE, (IV) THE ZONING OR OTHER LEGAL STATUS OF THE PROPERTY OR ANY OTHER PUBLIC OR PRIVATE RESTRICTIONS ON USE OF THE PROPERTY, (V) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY APPLICABLE CODES, LAWS, REGULATIONS, STATUTES, ORDINANCES, COVENANTS, CONDITIONS AND RESTRICTIONS OF ANY GOVERNMENTAL OR QUASI-GOVERNMENTAL ENTITY OR OF ANY OTHER PERSON OR ENTITY, (VI) THE PRESENCE OF HAZARDOUS MATERIALS, AS DEFINED BELOW, ON, UNDER, OR WITHIN THE PROPERTY OR ANY ADJOINING OR NEIGHBORING PROPERTY, (VII) THE CONDITION OF TITLE TO THE PROPERTY, AND (VIII) THE ECONOMICS OF THE OPERATION OF ANY USE OF THE PROPERTY. FOR THE PURPOSE OF THIS SECTION, "HAZARDOUS MATERIALS" MEANS ANY SUBSTANCE, MATERIAL, OR WASTE THAT IS OR MAY BECOME DESIGNATED, CLASSIFIED OR REGULATED AS BEING "TOXIC," "HAZARDOUS," OR A "POLLUTANT" UNDER ANY FEDERAL OR STATE LAW OR REGULATION.
6. **City Representations and Warranties.** The City represents and warrants to the County as of the Effective Date, and as of the Close of Escrow, as follows:
  - 6.1. The City is a duly formed and validly existing California municipal corporation and is qualified under the laws of the State of California to conduct business herein. This Agreement, and all documents executed by the City being delivered to the County at the closing are duly authorized, executed and delivered by the City and are, and at the time of closing will be, legal, valid and binding obligations of the City, enforceable against the City in accordance with their respective terms.
  - 6.2. The City has the full legal right, power and authority to execute and deliver this Agreement and to consummate the transaction contemplated hereby, and to perform its obligations under this Agreement.
7. **County Representations and Warranties.** The County represents and warrants to the City as of the Effective Date, and as of the Close of Escrow, as follows:
  - 7.1. The County is a duly formed and validly existing political subdivision of the State of

California and is qualified under the laws of the State of California to conduct business herein. This Agreement, and all documents executed by the County being delivered to the City at the closing are duly authorized, executed and delivered by the County and are, and at the time of closing will be, legal, valid and binding obligations of the County, enforceable against the County in accordance with their respective terms.

- 7.2. The County has the full legal right, power and authority to execute and deliver this Agreement and to consummate the transaction contemplated hereby, and to perform its obligations under this Agreement.

8. **Condition to City's Performance.** City's obligation to perform under this Agreement is subject to the following conditions, solely for the City's benefit and may be waived in writing by the City without prior notice:

- 8.1. The County's representations and warranties in this Agreement being correct as of the date of this Agreement and as of the Close of Escrow.
- 8.2. The County's obligation to deliver the Grant Deed to the Escrow Agent in accordance with Section 4.2;
- 8.3. Prior to the closing, the conveyance of Parcel 2, Parcel 4 and Parcel 6 to City by the School District.
- 8.4. The City's receipt of a fully executed Infrastructure Agreement.
- 8.5. The City's receipt of a fully executed Predevelopment Agreement.
- 8.6. The County's obligation to deliver the (i) Grant of Flowage Easement, and (ii) Grant of Pedestrian and Vehicular Access, Storm Drain & Irrigation Easement in accordance with Section 4.2.
- 8.7. The County's performance of all its obligations under this Agreement.

9. **Conditions to County's Performance.** The County's obligation to perform under this Agreement is subject to the following conditions:

- 9.1. The City's representations and warranties in this Agreement being correct as of the date of this Agreement and as of the Close of Escrow.
- 9.2. The City's acceptance of Parcel 1 subject to the Power of Termination, deed restrictions and other requirements more particularly described in Section 3 and in the Grant Deed.
- 9.3. The City's acceptance of Parcel 5 subject to the deed restrictions more particularly described in the Grant Deed.

- 9.4. The County's receipt of a fully executed Infrastructure Agreement.
- 9.5. The County's receipt of a fully executed Predevelopment Agreement.
- 9.6. The City's obligation to deliver the (i) Grant of Park & Recreation Facilities Easement, and (ii) Grant of Access and Parking Easement in accordance with Section 4.3.
- 9.7. The City's performance of all of its obligations under this Agreement.

These closing conditions are solely for the County's benefit and may be waived in writing by the County without prior notice.

- 10. **Possession of the Property.** Possession of the Property will be delivered to the City at the Close of Escrow.
- 11. **Survival.** All of the terms, provisions, representations, warranties, and covenants of the parties under this Agreement shall survive and remain fully enforceable after the conveyance of the Property to the City, and after any assignment, expiration or termination of this Agreement, and shall not merge in the Grant Deed or other documents.
- 12. **Assignment, Successors and Third Parties.** The City may not assign its rights under this Agreement without the prior written consent of the County. This Agreement inures to the benefit of and binds the parties to this Agreement and their respective heirs, successors, and assigns. Except as expressly provided herein, nothing in this Agreement, expressed or implied, is intended to confer on any person, other than the parties and their respective heirs, successors, and assigns, any rights or remedies under or by reason of this Agreement.
- 13. **Notices.** All notices (including requests, demands, approvals or other communications) under this Agreement must be in writing and made as follows:

City: City of Pleasant Hill  
100 Gregory Lane  
Pleasant Hill, CA 94523  
Phone: (925) 671-5267  
Attn: City Attorney

County: Contra Costa County  
Public Works Department – Real Estate Division  
255 Glacier Drive  
Martinez, CA 94553  
Phone: (925) 957-2453  
Attn: Principal Real Property Agent

With a copy to: Contra Costa County  
Office of the County Counsel  
651 Pine Street  
Martinez, CA 94553  
Phone: (925) 335-1800  
Attn: Thomas L. Geiger

or to such other addresses as the County and the City may respectively designate by written notice to the other. Delivery will be deemed effective on the same day if delivery is made in person; on the next day after the date of mailing if delivery is made by overnight courier; and on the third day following the date of mailing, if delivery is made by First Class U.S. Mail.

14. **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 is not to 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 does not apply to the interpretation of this Agreement.
15. **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.
16. **Waiver.** A waiver or breach of any covenant or provision in this Agreement is not a waiver of any other covenant or provision in this Agreement, and no waiver is valid unless in writing and executed by the waiving party.
17. **Severability.** If any term or provision of this Agreement is, to any extent, held to be invalid or unenforceable, the remainder of this Agreement will not be affected.
18. **Entire Agreement.** This Agreement, Infrastructure Agreement, Predevelopment Agreement, and the Grant Deed constitute the entire agreement between the parties and supersede all prior and contemporaneous agreements and understandings of the parties regarding the subject matter of this Agreement.
19. **Governing Law.** This Agreement is governed by the laws of the State of California.

[Remainder of Page Intentionally Left Blank]

20. **Time.** Time is of the essence in the performance of the parties' respective obligations under this Agreement.

The parties are signing this Agreement as of the Effective Date.

**CONTRA COSTA COUNTY**

**CITY of PLEASANT HILL**

By \_\_\_\_\_  
Brian M. Balbas  
Public Works Director

By \_\_\_\_\_  
June Catalano  
City Manager

RECOMMENDED FOR APPROVAL:

APPROVED AS TO FORM:

By \_\_\_\_\_  
Karen A. Laws  
Real Property Agent

By \_\_\_\_\_  
Janet Coleson  
City Attorney

By \_\_\_\_\_  
Jessica L. Dillingham  
Principal Real Property Agent

APPROVED AS TO FORM:

SHARON L. ANDERSON, COUNTY COUNSEL

By \_\_\_\_\_  
Kathleen M. Andrus  
Deputy County Counsel

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

Exhibit A – Parcel 1 Legal Description

Exhibit B – Parcel 5 Legal Description

Exhibit C – Form of Grant Deed

Exhibit D – Form of Grant of Park & Recreation Facilities Easement

Exhibit E – Form of Grant of Access and Parking Easement

Exhibit F – Form of Grant of Flowage Easement

Exhibit G – Form of Grant of Pedestrian and Vehicular Access, Storm Drain & Irrigation Easement  
Schedule H – Illustrative Map of Parcels

1240012.1



**ENGINEERS  
SURVEYORS  
PLANNERS**

May 1, 2020  
BKF Job No. 20155138-14

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**PARCEL 1**

**(From Contra Costa County to the City of Pleasant Hill)**

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

**BEING** a portion of Parcel One as said parcel is described in the Grant Deed recorded October 9, 1981, in Book 10530 of Official Records at Page 318, and the Grant Deed recorded June 22, 1984, in Book 11848 of Official Records at Page 369, Contra Costa County Records, and more particularly described as follows:

**COMMENCING** at the southeastern corner of Parcel A as said parcel is shown on the map entitled, "Parcel Map, MS 96-704," filed October 10, 1997, in Book 172 of Parcel Maps at Page 37, 38 and 39, in the Office of the Recorder of Contra Costa County; **THENCE** westerly along the southerly line of said Parcel A, being also the northerly right of way line of Oak Park Boulevard (60 foot wide public right of way) as said boulevard is shown on said map (172 PM 37), North 79°25'56" West 107.11 feet to the southeastern corner said Parcel One (10530 O.R. 318);

**THENCE**, northeasterly along the line common to said Parcel One (10530 O.R. 318) and said Parcel A (172 PM 37), North 31°34'04" East 8.98 feet to the **POINT OF BEGINNING**;

**THENCE**, from said point of beginning, leaving said northwesterly line of Parcel A, along a non-tangent curve to the left, having a radius of 150.00 feet, to which a radial line to said curve bears North 12°47'18 East, through a central angle of 02°13'14", an arc distance of 5.81 feet;

**THENCE**, North 79°25'56" West 29.58 feet;

**THENCE**, along a tangent curve to the right, having a radius of 60.50 feet, through a central angle of 15°44'55", an arc distance of 16.63 feet;

**THENCE**, North 63°41'01" West 19.71 feet;

**THENCE**, along a tangent curve to the left, having a radius of 90.00 feet, through a central angle of 15°44'55", an arc distance of 24.74 feet;

**THENCE**, North 79°25'56" West 144.36 feet;

**THENCE**, North 38°51'32" West 18.96 feet;

May 1, 2020  
BKF Job No. 20155138-14  
Exhibit "A" - Parcel 1

THENCE, North 01°42'47" East 284.06 feet;

THENCE, South 88°18'35" East 446.21 feet to the aforesaid common line of Parcel One (10530 O.R. 318) and Parcel A (172 PM 37), and a point distant North 88°18'35" West 115.33 feet from the southwesterly line of said Parcel A;

THENCE, southwesterly along said common line, South 31°34'04" West 399.51 feet to the **POINT OF BEGINNING.**

Containing an area of 113,182 square feet or 2.598 acres, more or less.

The bearings of this description are based on that certain map entitled, "Parcel Map, MS 96-704," filed October 10, 1997, in Book 172 of Parcel Maps at Page 37, 38 and 39, in the Office of the Recorder of Contra Costa County.

A plat showing the above described parcel is attached hereto and made a part hereof.

Subject to all easements of record.

This description was prepared by me or under my direction for BKF Engineers. This legal description shall not be used in violation of the Subdivision Map Act or local ordinance.

By: Paul Kittredge  
Paul A. Kittredge, P.L.S. No. 5790

Dated: May 6, 2020





PARCEL A  
172 PM 37

N 88°17'13" W 715.27'

**LINE TABLE**

NO.	BEARING	DISTANCE
L1	N 31°34'04" E	8.98'
L2	N 79°25'56" W	29.58'
L3	N 63°41'01" W	19.71'
L4	N 38°51'32" W	18.96'

**CURVE TABLE**

NO.	DELTA	RADIUS	LENGTH
C1	02°13'14"	150.00'	5.81'
C2	15°44'55"	60.50'	16.63'
C3	15°44'55"	90.00'	24.74'

**LEGEND:**

————— SUBJECT PROPERTY LINE  
 - - - - - EASEMENT LINE  
 = = = = = ADJOINERS

PARCEL ONE  
10530 O.R. 318  
11848 O.R. 369

**LEGEND:**

C# CURVE TABLE NUMBER  
 L# LINE TABLE NUMBER  
 LSM LAND SURVEYOR MAP  
 O.R. OFFICIAL RECORDS  
 PM PARCEL MAP  
 POB POINT OF BEGINNING  
 POC POINT OF COMMENCEMENT  
 ( ) (1) RECORD DATA PER 172 PM 37

PARCEL 1  
2.598 ACRES±  
(FUTURE LIBRARY PARCEL)

N 01°42'47" E 284.06'

S 88°18'35" E 446.21'

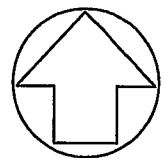
N 79°25'56" W 144.36'

399.51'

PARCEL A  
172 PM 37

N 31°34'04" E  
LANDS OF EBMUD  
7 O.R. 426

4195 G 17-19



APPROVED BY THE  
CITY OF PLEASANT HILL

MARIO MORENO, RCE 54407  
CITY ENGINEER

DATED: \_\_\_\_\_

**EXHIBIT "A"**

OAK PARK BOULEVARD  
60' PUBLIC RIGHT OF WAY

33 M 25

ECCLESTON AVENUE

SCALE: 1" = 100'



100 0 100

K:\2018\180984-Oak\_Park\_and\_Monticello\_Improvements\SUR\Mapping\Plats\  
Transfer Parcels\RECORD\MLH\CCC-to-City-Pol1-PLAT.dwg

**BKF 100+**  
YEARS  
ENGINEERS. SURVEYORS. PLANNERS

1646 N. CALIFORNIA BLVD  
SUITE 400  
WALNUT CREEK, CA 94596  
925-940-2200  
925-940-2299 (FAX)

Subject PLAT TO ACCOMPANY PARCEL 1  
DESCRIPTION (CCC TO CITY)

Job No. 20155138-14

By MLH Date 05/01/20 Chkd. PAK  
SHEET 3 OF 3



ENGINEERS  
SURVEYORS  
PLANNERS

May 5, 2020  
BKF Job No. 20155138-14

Exhibit "B"

**LEGAL DESCRIPTION**  
**PARCEL 5**  
**(From Contra Costa County to the City of Pleasant Hill)**

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

**BEING** a portion of Parcel One as said parcel is described in the Grant Deed recorded October 9, 1981, in Book 10530 of Official Records at Page 318, and the Grant Deed recorded June 22, 1984, in Book 11848 of Official Records at Page 369, Contra Costa County Records, and a portion of the 7.68 acre parcel of land as described in the Grant Deed recorded April 1, 1958, in Book 3142 of Official Records at Page 501, Contra Costa County Records, more particularly described as follows:

**COMMENCING** at the southeastern corner of Parcel A as said parcel is shown on the map entitled, "Parcel Map, MS 96-704," filed October 10, 1997, in Book 172 of Parcel Maps at Page 37, 38 and 39, in the Office of the Recorder of Contra Costa County; **THENCE** westerly along the southerly line of said Parcel A, being also the northerly right of way line of Oak Park Boulevard (60 foot wide public right of way) as said boulevard is shown on said map (172 PM 37), North 79°25'56" West 107.11 feet to the southeastern corner of said Parcel One (10530 O.R. 318) and the **POINT OF BEGINNING**;

**THENCE** from said point of beginning, northeasterly along the line common to said Parcel One (10530 O.R. 318) and said Parcel A (172 PM 37), North 31°34'04" East 8.98 feet;

**THENCE**, leaving the last said line, along a non-tangent curve to the left, having a radius of 150.00 feet, to which a radial line to said curve bears North 12°47'18" East, through a central angle of 02°13'14", an arc distance of 5.81 feet;

**THENCE**, North 79°25'56" West 29.58 feet;

**THENCE**, along a tangent curve to the right, having a radius of 60.50 feet, through a central angle of 15°44'55", an arc distance of 16.63 feet;

**THENCE**, North 63°41'01" West 19.71 feet;

**THENCE**, along a tangent curve to the left, having a radius of 90.00 feet, through a central angle of 15°44'55", an arc distance of 24.74 feet;

**THENCE**, North 79°25'56" West 144.36 feet;

**THENCE**, North 38°51'32" West 18.96 feet;

May 5, 2020  
BKF Job No. 20155138-14  
Exhibit "A" - Parcel 5

THENCE, North 01°42'47" East 619.77 feet to the northerly line of said Parcel One (10530 O.R. 318), said line being also the southerly line of said Parcel A (172 PM 37);

THENCE, westerly along said northerly line of Parcel One, and the southerly line of said Parcel A (172 PM 37), North 88°17'13" West 60.50 feet;

THENCE, leaving said northerly line of Parcel One, and the southerly line of said Parcel A (172 PM 37), South 01°42'47" West 561.43 feet;

THENCE, South 03°37'20" West 55.26 feet;

THENCE, South 50°26'50" West 25.12 feet;

THENCE, along a non-tangent curve to the left, having a radius of 4,269.86 feet, to which a radial line to said curve bears North 08°54'41" East, through a central angle of 02°41'38", an arc distance of 200.76 feet;

THENCE, along a compound curve to the left, having a radius of 110.00 feet, to which a radial line to said curve bears North 06°13'03" East, through a central angle of 10°33'14", an arc distance of 20.26 feet;

THENCE, South 85°39'49" West 20.71 feet;

THENCE, along a tangent curve to the right, having a radius of 120.00 feet, through a central angle of 09°45'26", an arc distance of 20.44 feet to the southwestern corner of said 7.68 acre parcel (3142 O.R. 501), said corner being also on the aforesaid northerly right of way line of Oak Park Boulevard;

THENCE, easterly along said northerly right of way line of Oak Park Boulevard and along a tangent curve to the right, having a radius of 4,030.00 feet, to which a radial line to said curve bears North 05°20'32" East, through a central angle of 05°13'32", an arc distance of 367.55 feet;

THENCE, continuing along said northerly right of way line of Oak Park Boulevard, South 79°25'56" East 222.42 feet to the **POINT OF BEGINNING**.

Containing an area of 45,535 square feet or 1.045 acres, more or less.

The bearings of this description are based on that certain map entitled, "Parcel Map, MS 96-704," filed October 10, 1997, in Book 172 of Parcel Maps at Page 37, 38 and 39, in the Office of the Recorder of Contra Costa County.

May 5, 2020  
BKF Job No. 20155138-14  
Exhibit "A" - Parcel 5

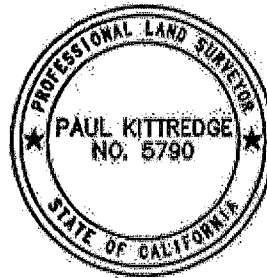
A plat showing the above described parcel is attached hereto and made a part hereof.

Subject to all easements of record.

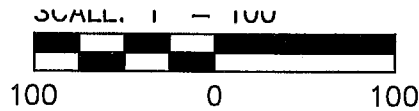
This description was prepared by me or under my direction for BKF Engineers. This legal description shall not be used in violation of the Subdivision Map Act or local ordinance.

By: *Paul Kittredge*  
Paul A. Kittredge, P.L.S. No. 5790

Dated: May 6, 2020



PARCEL TWO  
3408 O.R. 439



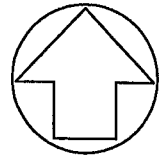
PARCEL A  
172 PM 37

N 88°17'13" W  
272.27' (272.2')(2)

N 88°17'13" W 715.27'

### CURVE TABLE

NO.	DELTA	RADIUS	LENGTH
C1	02°13'14"	150.00'	5.81'
C2	15°44'55"	60.50'	16.63'
C3	15°44'55"	90.00'	24.74'
C4	10°33'14"	110.00'	20.26'
C5	09°45'26"	120.00'	20.44'



3142 O.R. 501  
(7.68 ACRE PARCEL)

### LEGEND:

C# CURVE TABLE NUMBER  
L# LINE TABLE NUMBER  
LSM LAND SURVEYOR MAP  
O.R. OFFICIAL RECORDS  
PM PARCEL MAP  
POB POINT OF BEGINNING  
POC POINT OF COMMENCEMENT  
(T) TOTAL  
( ) (1) RECORD DATA PER  
172 PM 37  
( ) (2) RECORD DATA PER  
3142 O.R. 501

### LEGEND:

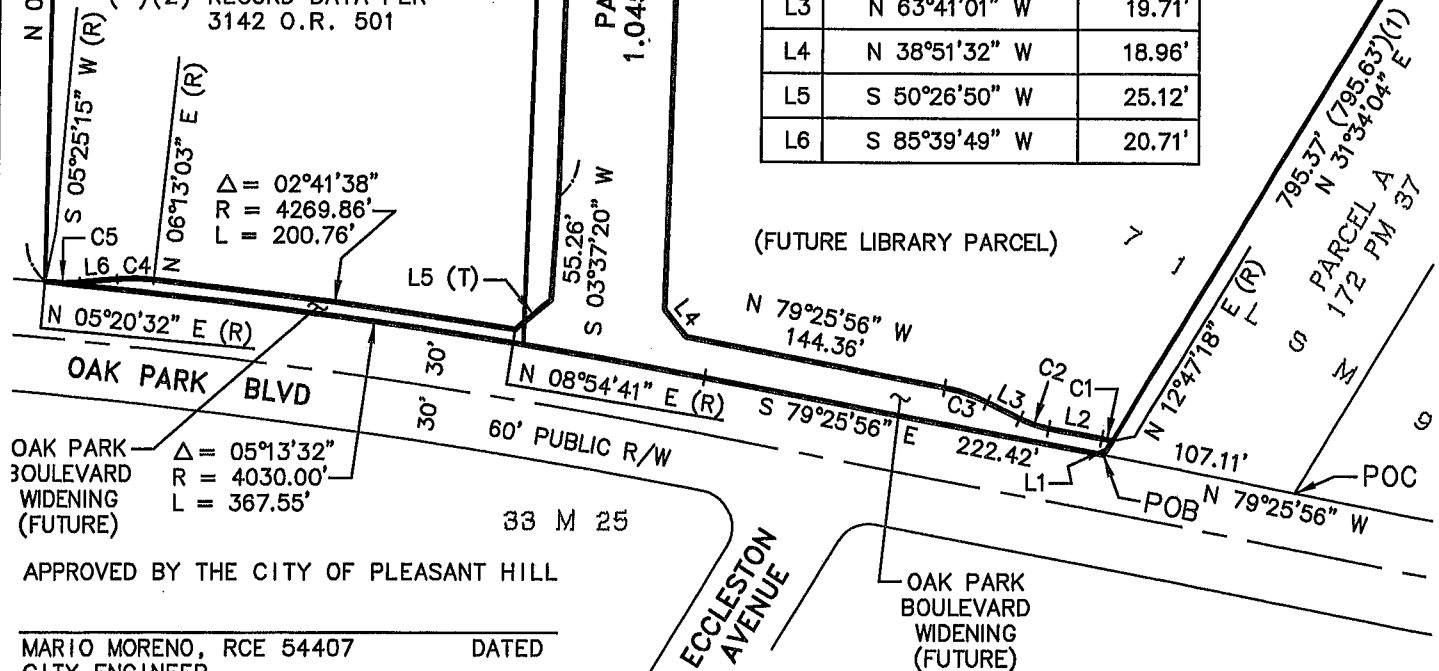
—— SUBJECT PROPERTY LINE  
—— PARCEL 5 LINE  
—— ADJOINERS

PARCEL ONE  
10530 O.R. 318  
11848 O.R. 369

### LINE TABLE

NO.	BEARING	DISTANCE
L1	N 31°34'04" E	8.98'
L2	N 79°25'56" W	29.58'
L3	N 63°41'01" W	19.71'
L4	N 38°51'32" W	18.96'
L5	S 50°26'50" W	25.12'
L6	S 85°39'49" W	20.71'

(FUTURE LIBRARY PARCEL)



OAK PARK  
BOULEVARD  
WIDENING  
(FUTURE)  
 $\Delta = 05°13'32"$   
 $R = 4030.00'$   
 $L = 367.55'$

APPROVED BY THE CITY OF PLEASANT HILL

MARIO MORENO, RCE 54407  
CITY ENGINEER

DATED

K:\2018\180984-Oak\_Park\_and\_Monticello\_Improvements\SUR\Mapping\Plats\  
Transfer Parcels\RECORD\Marilyn\CCC-to-City-RW-Pc15-PLAT.dwg

EXHIBIT "A"

**BKF 100+**  
YEARS  
ENGINEERS. SURVEYORS. PLANNERS.

1646 N. CALIFORNIA BLVD  
SUITE 400  
WALNUT CREEK, CA 94596  
925-940-2200  
925-940-2299 (FAX)

Subject PLAT TO ACCOMPANY PARCEL 5  
DESCRIPTION (CCC TO CITY)

Job No. 20155138-14

By MLH Date 05/05/20 Chkd. PAK  
SHEET 4 OF 4

Recorded at the request of:

EXHIBIT "C"

Return to:

City of Pleasant Hill  
100 Gregory Lane  
Pleasant Hill, CA 94523

EXEMPT FROM RECORDING FEES PURSUANT TO GOV'T. CODE SECTION 27383 AND DOCUMENTARY TRANSFER TAX PURSUANT TO  
REVENUE AND TAXATION CODE SECTION 11922.

Title Co. Order No.622210-CPH

## **GRANT DEED WITH POWER OF TERMINATION**

For valuable consideration, receipt of which is hereby acknowledged,

COUNTY OF CONTRA COSTA, a political subdivision of the State of California, ("Grantor"),

hereby grants to the City of Pleasant Hill, a California municipal corporation ("Grantee"), the following described real property in the City of Pleasant Hill, County of Contra Costa, State of California.

**CONSISTING OF: PARCEL 1, DESCRIBED IN EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF; AND PARCEL 5, DESCRIBED IN EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF (together, Parcel 1 and Parcel 5 are the "Property").**

which conveyance is made expressly subject to the following covenants, conditions and restrictions:

This Grant Deed reserves to Grantor a power of termination in Parcel 1 as such powers are described in California Civil Code section 885.010 et seq. and further set forth in Exhibit C attached hereto.

COUNTY OF CONTRA COSTA

Dated \_\_\_\_\_

By \_\_\_\_\_  
Chair, Board of Supervisors

## EXHIBIT "D"

Recorded at the request of  
and return to:

City of Pleasant Hill  
100 Gregory Lane  
Pleasant Hill, CA 94523

No Recording Fee Pursuant to Gov't Code §§ 6103 and 27383  
No Documentary Transfer Tax Pursuant to California Revenue & Taxation Code §11922

### **GRANT OF PARK & RECREATION FACILITIES EASEMENT**

By grant deed previously recorded in the official records of Contra Costa County at \_\_\_\_\_ ("Fee Title Transfer"), the **MOUNT DIABLO UNIFIED SCHOOL DISTRICT ("MDUSD")** transferred fee title to [a portion of] its property located at 1700 Oak Park Boulevard in Pleasant Hill, California to the **CITY OF PLEASANT HILL ("City")**, a California municipal corporation. This **Fee Title Transfer** was undertaken pursuant to the Oak Park Properties Specific Plan approved by the **City** in 2020.

This **Grant of Park & Recreation Facilities Easement** burdens property at 1700 Oak Park Boulevard (APN \_\_\_\_\_) acquired by the **City** from **MDUSD** pursuant to the **Fee Title Transfer** and benefits adjacent property at 1700 Oak Park Boulevard (APN \_\_\_\_\_) owned by the **COUNTY OF CONTRA COSTA ("County")**, a political subdivision of the State of California. This **Grant of Park & Recreation Facilities Easement** was required as a condition of the **Fee Title Transfer**.

**CITY OF PLEASANT HILL ("Grantor")** hereby grants to **COUNTY OF CONTRA COSTA ("Grantee")** a perpetual, non-exclusive easement as set forth herein. Said easement shall lie in, over, under, upon, along, through and across that certain real property, located at 1700 Oak Park Boulevard in the City of Pleasant Hill, more particularly described in **Exhibit 1** and depicted in **Exhibit 2** (the "**Easement Area**"), both of which are attached hereto and incorporated herein by this reference.

**Grantee**, and its successors and assigns, may construct, repair, reconstruct, operate, and maintain facilities for park and recreation purposes ("**Park Facilities**") in the Easement Area, including as described in the Oak Park Properties Specific Plan approved by **Grantor** in 2020. **Grantee** plans to transfer its approximately 4 acre property located west of the **Easement Area** ("**Park Property**")

to the Pleasant Hill Recreation and Park District ("**Park District**") as described in the Oak Park Properties Specific Plan. If the **Park District** acquires the **Park Property**, it will automatically acquire all of the County's rights and obligations under this **Grant of Park & Recreation Facilities Easement**. If the **Park District** does not acquire the **Park Property** prior to July 1, 2025, however, this **Grant of Park & Recreation Facilities Easement** shall be of no further force and effect.

**Grantee** will have all ongoing maintenance responsibility for **Park Facilities**. **Grantor** shall bear no responsibility nor assume any cost for the construction, repair, reconstruction, operation, and maintenance of **Park Facilities**.

The rights of **Grantee** and its successors and assigns are subject to the rights of the **Grantor** and its successors and assigns, to use the **Easement Area** to the extent that such use does not unreasonably interfere with the reasonable exercise of the rights set forth in this **Grant of Park & Recreation Facilities Easement**. For example, **Grantor** may develop its property consistent with the Oak Park Properties Specific Plan. Nothing in this Easement shall be interpreted to prohibit or limit such uses by **Grantor**.

IN WITNESS WHEREOF, this **Grant of Park & Recreation Facilities Easement** has been executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**"Grantor"**

CITY OF PLEASANT HILL,  
a California municipal corporation

By \_\_\_\_\_

Its \_\_\_\_\_



EXHIBIT "E"

Recorded at the request of  
and return to:

City of Pleasant Hill  
100 Gregory Lane  
Pleasant Hill, CA 94523

No Recording Fee Pursuant to Gov't Code §§ 6103 and 27383  
No Documentary Transfer Tax Pursuant to California Revenue & Taxation Code §11922

**GRANT OF ACCESS AND PARKING EASEMENT**

By grant deed previously recorded in the official records of Contra Costa County at \_\_\_\_\_ (**"Fee Title Transfer"**), the **COUNTY OF CONTRA COSTA ("County")**, a political subdivision of the State of California, transferred fee title to a portion of its property located at 1700 Oak Park Boulevard in Pleasant Hill, California to the **CITY OF PLEASANT HILL ("City")**, a California municipal corporation. The **County** retains ownership of the remainder of its property located at 1700 Oak Park Boulevard. This **Fee Title Transfer** was undertaken pursuant to the Oak Park Properties Specific Plan approved by the **City** in 2020.

This **Grant of Access and Parking Easement** burdens the property owned by the **City** at 1700 Oak Park Boulevard (APN \_\_\_\_\_) and benefits that property owned by the **County** at 1700 Oak Park Boulevard (APN \_\_\_\_\_). This **Grant of Access and Parking Easement** was required as a condition of the **Fee Title Transfer**.

**CITY OF PLEASANT HILL ("Grantor")** hereby grants to **COUNTY OF CONTRA COSTA ("Grantee")** a perpetual, non-exclusive easement as set forth herein. Said easement shall lie in, over, under, upon, along, through and across that certain real property, located at 1700 Oak Park Boulevard in the City of Pleasant Hill, more particularly described in **Exhibit 1** and depicted in **Exhibit 2** (the **"Easement Area"**), both of which are attached hereto and incorporated herein by this reference.

**Grantee**, and its successors and assigns, may use and access the driveway, parking lot, and related facilities (collectively **"Parking Lot Facilities"**) that **Grantor** constructs in the **Easement Area** as described in the Oak Park Properties Specific Plan approved by **Grantor** in 2020. For example, **Grantee** may authorize members of the public to use and access the **Parking Lot Facilities** when they visit the park that is planned for the approximately 4 acre property located north of the

**Easement Area ("Park Property").** Grantee plans to transfer the **Park Property** to the Pleasant Hill Recreation and Park District ("**Park District**") as described in the Oak Park Properties Specific Plan. If the **Park District** acquires the **Park Property**, it will automatically acquire all of the County's rights under this **Grant of Access and Parking Easement**. If the **Park District** does not acquire the **Park Property** prior to July 1, 2025, however, this **Grant of Access and Parking Easement** shall be of no further force and effect.

**Grantor** will have all ongoing maintenance responsibility for the **Easement Area** and **Parking Lot Facilities**. Grantee shall bear no responsibility nor assume any cost for the maintenance, operation, repair or replacement of the **Easement Area** and **Parking Lot Facilities**.

**Grantee's** easement rights are subject to the rights of the **Grantor** and its successors and assigns, to use the **Easement Area** to the extent that such use does not unreasonably interfere with Grantee's reasonable exercise of its rights as set forth in this Grant of Access and Parking Easement. For example, **Grantor** and its successors and assigns may develop its property consistent with the Oak Park Properties Specific Plan. Nothing in this Easement shall be interpreted to prohibit or limit such uses by **Grantor**.

IN WITNESS WHEREOF, this **Grant of Access and Parking Easement** has been executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**"Grantor"**

CITY OF PLEASANT HILL,  
a California municipal corporation

By \_\_\_\_\_

Its \_\_\_\_\_

## EXHIBIT "F"

Recorded at the request of:

Return to:

City of Pleasant Hill  
100 Gregory Lane  
Pleasant Hill, CA 94523

No Recording Fee Pursuant to Gov't Code §§ 6103 and 27383  
No Documentary Transfer Tax Pursuant to California Revenue & Taxation Code §11922

### GRANT OF FLOWAGE EASEMENT

FOR VALUE RECEIVED, COUNTY OF CONTRA COSTA, a political subdivision of the State of California (hereinafter collectively called "**Grantor**") grants to CITY OF PLEASANT HILL, a California municipal corporation (hereinafter collectively called "**Grantee**") a perpetual non-exclusive flowage easement for the purposes described in the Oak Park Properties Specific Plan approved by **Grantee** in 2020. Said easement shall lie in, over, under, upon, along, through and across that certain real property, located in the City of Pleasant Hill, more particularly described in **Exhibit 1** and depicted in **Exhibit 2** (the "**Easement Area**") both of which are attached hereto and incorporated herein by reference thereto. Such easement shall run for the benefit of **Grantee**, its officers, agents and employees and persons under contract with **Grantee**.

It is understood and agreed that the easement acquired herein does not limit the rights of the **Grantor**, and its successors and assigns, to use the **Easement Area**, to the extent that such use does not unreasonably interfere with the reasonable exercise of easement rights by the **Grantee** as set forth herein.

The extent and scope of the easement are as follows:

- a) The purpose of the easement is to permit the flowage of storm waters over the **Easement Area** to accommodate the possibility of overflow of the Grayson Creek as described in the Oak Park Properties Specific Plan approved by **Grantee** in 2020. The **Easement Area** includes land where one (1) foot or more in water depth is anticipated to collect during a 100-year flood event; less than one (1) foot of flood water may extend westerly beyond the **Easement Area**, depending upon the topographic conditions.

# EXHIBIT "G"

Recorded at the request of:

Return to:

City of Pleasant Hill  
100 Gregory Lane  
Pleasant Hill, CA 94523

No Recording Fee Pursuant to Gov't Code §§ 6103 and 27383  
No Documentary Transfer Tax Pursuant to California Revenue & Taxation Code §11922

## **GRANT OF PEDESTRIAN AND VEHICULAR ACCESS, PARKING LOT, STORM DRAIN & IRRIGATION EASEMENT**

FOR VALUE RECEIVED, COUNTY OF CONTRA COSTA, a political subdivision of the State of California (hereinafter collectively called "**Grantor**") hereby grants to **CITY OF PLEASANT HILL, a California municipal corporation** (hereinafter collectively called "**Grantee**" or "**City**") a perpetual non-exclusive easement for the purposes hereinafter set forth. Said easement shall lie in, over, under, upon, along, through and across that certain real property, located in the City of Pleasant Hill, more particularly described in **Exhibit 1** and depicted in **Exhibit 2** (the "**Easement Area**"), both of which are attached hereto and incorporated herein by reference thereto, together with the right to enter upon and to pass and re-pass over and along the **Easement Area** to conduct the activities as stated herein. Such easements shall run for the benefit of **Grantee**, its officers, agents and employees, and persons under contract with **Grantee**.

It is understood and agreed that the easement rights acquired herein are acquired subject to the rights of the **Grantor**, and its successors and assigns, to use the **Easement Area** to the extent that such use does not unreasonably interfere with **Grantee's** reasonable exercise of its rights as set forth hereinafter in this **Grant of Pedestrian and Vehicular Access, Storm Drain & Irrigation Easement**. For example, **Grantor** and its successors and assigns may develop the property consistent with the Oak Park Properties Specific Plan approved by **Grantee** in 2020. Nothing in this Easement shall be interpreted to prohibit or limit such uses by **Grantor**.

The extent and scope of the easement are as follows:

- a) The easement herein granted shall include the right by the **City**, its officers, agents and employees, contractors and subcontractors whenever and wherever necessary to enter upon the described **Easement Area** with personnel and equipment to construct, reconstruct, inspect, maintain and repair the parking lot, access drives to and from public streets, drive aisles and driveways, landscaping areas, walkways, lights and appurtenances, trash enclosures or structures, pedestrian and vehicular access areas, masonry fences, and other structures, irrigation facilities, storm drain structures, pipes, systems and appurtenances, stormwater treatment and drain structures, pipes, systems and appurtenances, bollards, signs, fences and gates, litter removal and trash capture facilities, to plant and grow trees, shrubs and vegetation, as such may change or be installed from time to time (collectively the "**Facilities**"), and to remove all trees, vegetation and structures thereon that interfere with the purpose for which the easement herein is granted, as well as performing any other activities, and constructing or maintaining any facilities that the **City** may be required to perform, construct, or maintain per Federal, State, regional, or local governmental agencies.
- b) The **City**, its officers, agents and employees, contractor, subcontractors and invitees shall have the non-exclusive right to enter, occupy, and use the **Easement Area**.
- c) The **Grantor** agrees and acknowledges that the **City's** uses may cause a temporary interruption of the **Grantor's** use of, or its permission to enter upon and use, the **Easement Area**. In the event any of **City's** uses interrupts or interferes with any of **Grantor's** uses, the **City** will use its best efforts to minimize the interruption or interference.
- d) It is understood and agreed **Grantee** will have ongoing maintenance responsibility for the Facilities constructed, reconstructed, inspected, maintained and/or repaired pursuant to this Easement. **Grantor** shall bear no responsibility nor assume any cost for the maintenance, repair or replacement of any Facilities constructed, reconstructed, inspected, maintained and/or repaired pursuant to this Easement.
- e) It is understood and agreed **Grantee** shall bear no responsibility nor assume any cost for the maintenance, repair or replacement of any trees, shrubbery, fences, walls, or other plantings or structures or improvements belonging to **Grantor** and situated within the **Easement Area** that may be injured, damaged or destroyed by **Grantee's** use of the **Easement Area** in connection with the activities stated herein.
- f) **Grantee** waives all claims against **Grantor**, its officers, agents, and employees for loss or damage caused by, arising out of, or in any way connected with this Easement, except that **Grantee** makes no such waiver as to loss or damage arising out of negligent or intentional acts of **Grantor**.

IN WITNESS WHEREOF, this **Grant of Pedestrian and Vehicular Access, Storm Drain and Irrigation Easement** has been executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**“Grantor”**

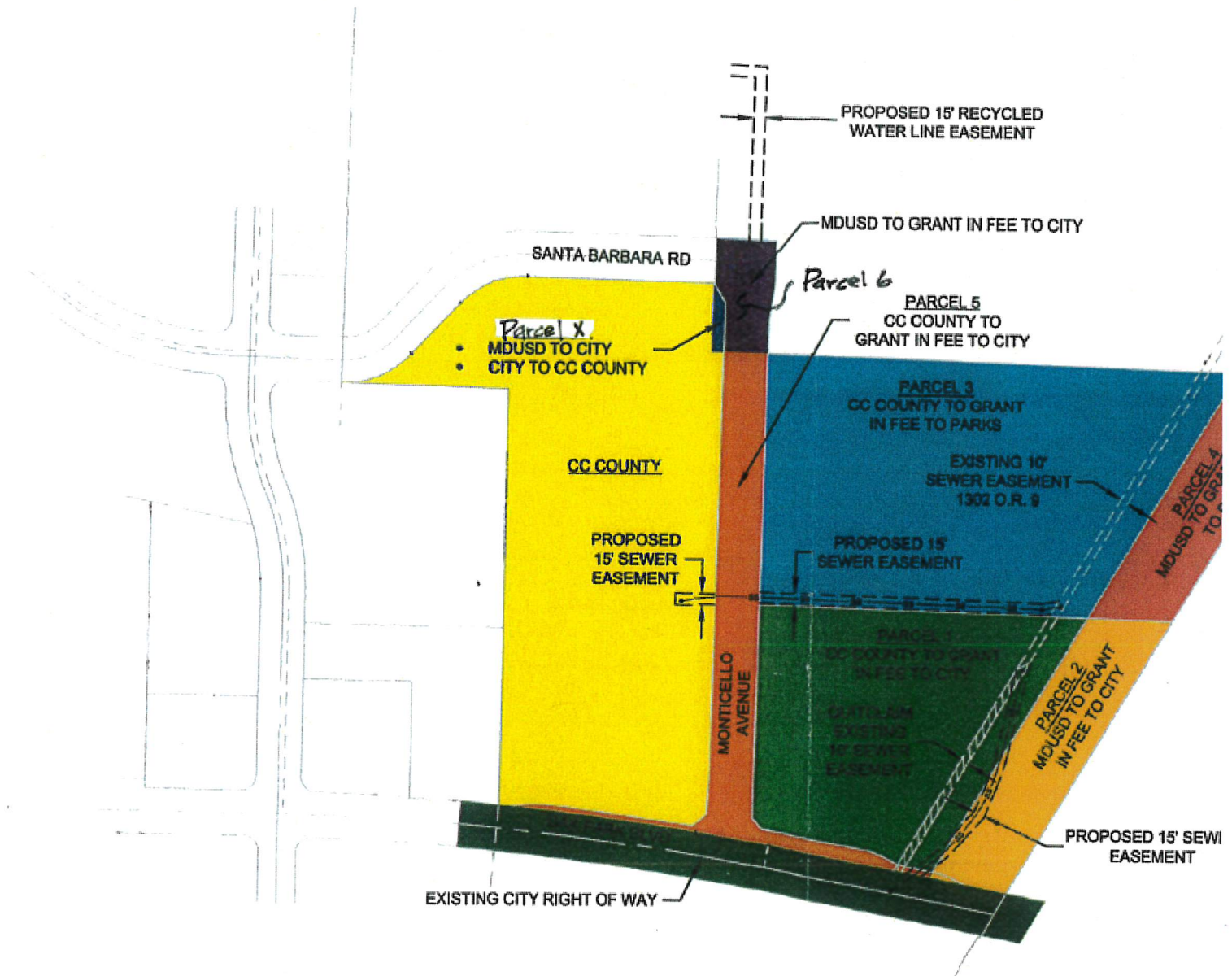
---

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

By \_\_\_\_\_

Candace Andersen, Chair, Board of Supervisors

Schedule H  
Illustrative Map of Parcels



Recorded at the request of:  
Contra Costa County  
Public Works Department  
255 Glacier Drive  
Martinez, CA 94553

After recording return to:  
City of Pleasant Hill  
100 Gregory Lane  
Pleasant Hill, CA 94523  
Attn: June Catalano

EXEMPT FROM RECORDING FEES PURSUANT TO GOV'T. CODE SECTION 27383 AND DOCUMENTARY TRANSFER TAX PURSUANT TO  
REVENUE AND TAXATION CODE SECTION 11922.

Portion of Assessor's Parcel No. 149-230-008

Title Co Order No. 622544

## QUITCLAIM DEED

For a valuable consideration, receipt of which is hereby acknowledged,

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

**Does hereby remise, release and forever quitclaim to** CITY OF PLEASANT HILL, a California municipal corporation, the following described real property in the City of Pleasant Hill, County of Contra Costa, State of California.

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

CONTRA COSTA COUNTY

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

By \_\_\_\_\_  
Candace Anderson  
Chair, Board of Supervisors

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 CONTRA COSTA ) §

On \_\_\_\_\_ before me, \_\_\_\_\_ Clerk of the Board of Supervisors, Contra Costa County, 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.

Signature: \_\_\_\_\_  
Deputy Clerk





**ENGINEERS  
SURVEYORS  
PLANNERS**

May 7, 2020  
BKF Job No. 20155138-14

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**QUITCLAIM OF ACCESS EASEMENT**  
**(across Mount Diablo Unified School District property)**

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

**BEING** all of Parcel Two as said parcel is described in the Grant Deed recorded October 9, 1981, in Book 10530 of Official Records at Page 318, and the Grant Deed recorded June 22, 1984, in Book 11848 of Official Records at Page 369, Contra Costa County Records.

Parcel Two being an easement, not to be exclusive, as an appurtenance to Parcel One as said Parcel One is described in said document (10530 O.R. 318), for access purposes.

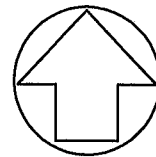
A plat showing the above described easement is attached hereto and made a part thereof.

This description was prepared by me or under my direction for BKF Engineers. This legal description shall not be used in violation of the Subdivision Map Act or local ordinance.

By: *Paul Kittredge*  
Paul A. Kittredge, P.L.S. No. 5790

Dated: May 7, 2020





PARCEL A  
172 PM 37

PARCEL ONE  
10530 O.R. 318  
11848 O.R. 369

**LEGEND:**

LSM LAND SURVEYOR MAP  
O.R. OFFICIAL RECORDS  
PM PARCEL MAP

PARCEL A  
172 PM 37

4195 G 17-19

LANDS OF EBMUD  
7 O.R. 426

ACCESS EASEMENT  
PARCEL TWO  
11848 O.R. 369

ACCESS EASEMENT  
PARCEL TWO  
11848 O.R. 369

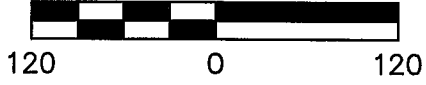
OAK PARK BOULEVARD  
60' PUBLIC RIGHT OF WAY

33 M 25

ECCLESTON  
AVENUE

30' 30"

SCALE: 1" = 120'



K:\2018\180984-Oak\_Park\_and\_Monticello\_Improvements\SUR\Mapping\Plats\  
Transfer Parcels\RECORD\MLH\QC-MDUSD-to-CCC-AE-PLAT.dwg

EXHIBIT "A"



1646 N. CALIFORNIA BLVD  
SUITE 400  
WALNUT CREEK, CA 94596  
925-940-2200  
925-940-2299 (FAX)

Subject PLAT TO ACCOMPANY  
LEGAL DESCRIPTION  
Job No. 20155138-14  
By MLH Date 05/07/20 Chkd. PAK  
SHEET 2 OF 2

Recorded at the request of:

Return to:

City of Pleasant Hill  
100 Gregory Lane  
Pleasant Hill, CA 94523

No Recording Fee Pursuant to Gov't Code §§ 6103 and 27383  
No Documentary Transfer Tax Pursuant to California Revenue & Taxation Code §11922

### **GRANT OF FLOWAGE EASEMENT**

FOR VALUE RECEIVED, COUNTY OF CONTRA COSTA, a political subdivision of the State of California (hereinafter collectively called "**Grantor**") grants to CITY OF PLEASANT HILL, a California municipal corporation (hereinafter collectively called "**Grantee**") a perpetual non-exclusive flowage easement for the purposes described in the Oak Park Properties Specific Plan approved by **Grantee** in 2020. Said easement shall lie in, over, under, upon, along, through and across that certain real property, located in the City of Pleasant Hill, more particularly described in **Exhibit 1** and depicted in **Exhibit 2** (the "**Easement Area**") both of which are attached hereto and incorporated herein by reference thereto. Such easement shall run for the benefit of **Grantee**, its officers, agents and employees and persons under contract with **Grantee**.

It is understood and agreed that the easement acquired herein does not limit the rights of the **Grantor**, and its successors and assigns, to use the **Easement Area**, to the extent that such use does not unreasonably interfere with the reasonable exercise of easement rights by the **Grantee** as set forth herein.

The extent and scope of the easement are as follows:

- a) The purpose of the easement is to permit the flowage of storm waters over the **Easement Area** to accommodate the possibility of overflow of the Grayson Creek as described in the Oak Park Properties Specific Plan approved by **Grantee** in 2020. The **Easement Area** includes land where one (1) foot or more in water depth is anticipated to collect during a 100-year flood event; less than one (1) foot of flood water may extend westerly beyond the **Easement Area**, depending upon the topographic conditions.

The easement does not grant or convey to **Grantee** any right of ownership, possession or use of the **Easement Area** except for the right of flowage expressly described herein.

- b) **Grantor** and its successors and assigns may improve, alter, or use the **Easement Area** for any lawful purpose so long as said alterations, improvements, or uses do not unreasonably interfere with **Grantee's** reasonable exercise of its rights pursuant to this **Grant of Flowage Easement**. **Grantor** and its successors and assigns shall have the right to excavate, grade, and adjusting the elevation of the **Easement Area** consistent with the Oak Park Properties Specific Plan, including the approved California Environmental Quality Act (CEQA) documents. **Grantor** and its successors and assigns may install fencing, landscaping, lighting, a ballfield, bocce courts, park improvements, and other similar improvements as described in the Oak Park Properties Specific Plan. Nothing in this **Grant of Flowage Easement** shall be interpreted to prohibit or limit such uses.
- c) This easement does not grant to **Grantee** any right to grade, alter, construct improvements or perform any other work on the **Easement Area**, except as provided herein.
- d) The **Easement Area** may be subject to the intrusion and passage of storm waters and debris carried thereby as described in the Oak Park Properties Specific Plan. **Grantor**, for itself, its successors and assigns, hereby waives any and all claim it may have or hereafter acquire to compensation for taking of or damages to property within the **Easement Area** arising out of, or in any way connected with or caused as a consequence of such passage or intrusion of storm waters or objects or debris carried thereby into, over, across or upon the **Easement Area**, provided that **Grantor** does not waive any claims against **Grantee** arising from or caused by the negligent or intentional acts of **Grantee**.

- e) It is understood and agreed that **Grantee** shall bear no responsibility nor assume any cost for the maintenance, repair or replacement of any trees, shrubbery, fences, walls, or other plantings or structures or improvements situated within the **Easement Area** that may be injured, damaged or destroyed by the passage or intrusion of storm waters or objects or debris carried thereby into, over, across or upon the **Easement Area** as described in the Oak Park Properties Specific Plan, provided that **Grantor** does not waive any claims against **Grantee** arising from or caused by the negligent or intentional acts of **Grantee**.
- f) **Grantee** waives all claims against **Grantor**, its officers, agents, and employees for loss or damage caused by, arising out of, or in any way connected with this **Grant of Flowage Easement**, except that **Grantee** does not waive any claims against **Grantor** arising from or cause by the negligent or intentional acts of **Grantor**.
- g) The provisions hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

The **Grantor** represents and warrants to **Grantee** that **Grantor** is the owner in fee title of the herein described property, and has the right to make this conveyance, and that it has advised the **Grantee** in writing of any and all outstanding easements, encumbrances, or deeds of trust.

IN WITNESS WHEREOF, this **Grant of Flowage Easement** has been executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**"Grantor"**

COUNTY OF CONTRA COSTA

By \_\_\_\_\_

Candace Andersen

Chair, Board of Supervisors



**ENGINEERS  
SURVEYORS  
PLANNERS**

May 5, 2020  
BKF Job No. 20155138-14

Exhibit 1

**LEGAL DESCRIPTION  
GRANT OF FLOWAGE EASEMENT  
(From Contra Costa County to the City of Pleasant Hill)**

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

**BEING** a portion of Parcel One as said parcel is described in the Grant Deed recorded October 9, 1981, in Book 10530 of Official Records at Page 318, and the Grant Deed recorded June 22, 1984, in Book 11848 of Official Records at Page 369, Contra Costa County Records, and Parcel A as said parcel is shown on the map entitled, "Parcel Map, MS 96-704," filed October 10, 1997, in Book 172 of Parcel Maps at Page 37, 38 and 39, in the Office of the Recorder of Contra Costa County, and more particularly described as follows:

**COMMENCING** at the southeastern corner of Parcel A (172 PM 37);

THENCE westerly along the southerly line of said Parcel A, being also the northerly right of way line of Oak Park Boulevard (60 foot wide public right of way) as said boulevard is shown on said map (172 PM 37), North  $79^{\circ}25'56''$  West 107.11 feet to the southeastern corner said Parcel One (10530 O.R. 318);

THENCE, northeasterly along the line common to said Parcel One (10530 O.R. 318) and said Parcel A (172 PM 37), North  $31^{\circ}34'04''$  East 8.98 feet;

THENCE, leaving said common line, along a non-tangent curve to the left, having a radius of 150.00 feet, to which a radial line to said curve bears North  $12^{\circ}47'18''$  East, through a central angle of  $02^{\circ}13'14''$ , an arc distance of 5.81 feet;

THENCE, North  $79^{\circ}25'56''$  West 29.58 feet;

THENCE, along a tangent curve to the right, having a radius of 60.50 feet, through a central angle of  $15^{\circ}44'55''$ , an arc distance of 16.63 feet;

THENCE, North  $63^{\circ}41'01''$  West 19.71 feet;

THENCE, along a tangent curve to the left, having a radius of 90.00 feet, through a central angle of  $15^{\circ}44'55''$ , an arc distance of 24.74 feet;

THENCE, North  $79^{\circ}25'56''$  West 144.36 feet;

May 5, 2020  
BKF Job No. 20155138-14  
Exhibit "A" – Flowage Easement

THENCE, North 38°51'32" West 18.96 feet;

THENCE, North 01°42'47" East 284.06 feet to a point that bears North 88°18'35" West 446.21 feet from the aforesaid common line of Parcel One (10530 O.R. 318) and Parcel A (172 PM 37);

THENCE, South 88°18'35" East 414.43 feet to the **POINT OF BEGINNING**;

THENCE, from said point of beginning, North 15°15'07" West 33.09 feet;

THENCE, North 11°19'11" East 30.68 feet;

THENCE, North 26°25'32" West 35.82 feet;

THENCE, North 34°05'54" West 87.54 feet;

THENCE, North 40°16'43" West 161.75 feet;

THENCE, North 61°09'33" West 41.00 feet;

THENCE, North 13°20'37" West 23.49 feet;

THENCE, North 01°42'47" East 9.47 feet to said common line of Parcel One (10530 O.R. 318) and Parcel A (172 PM 37) and a point distant South 31°34'04" East 267.45 feet from the southwestern corner of said Parcel A (172 PM 37);

THENCE, easterly along said common line of Parcel One (10530 O.R. 318) and Parcel A (172 PM 37), South 88°17'13" East 447.82 feet to the southeasterly line of said Parcel A (172 PM 37);

THENCE, southwesterly along said southeasterly line of Parcel A (172 PM 37), South 31°34'04" West 386.87 feet to a point that bears South 88°18'35" East from the point of beginning;

THENCE, North 88°18'35" West 31.78 feet to the **POINT OF BEGINNING**.

Containing a area of 73,164 square feet or 1.680 acres, more or less.

The bearings of this description are based on that certain map entitled, "Parcel Map, MS 96-704," filed October 10, 1997, in Book 172 of Parcel Maps at Page 37, 38 and 39, in the Office of the Recorder of Contra Costa County.

May 5, 2020  
BKF Job No. 20155138-14  
Exhibit "A" – Flowage Easement

A plat showing the above described easement is attached hereto and made a part hereof.


This description was prepared by me or under my direction for BKF Engineers. This legal description shall not be used in violation of the Subdivision Map Act or local ordinance.

By: Paul Kittredge  
Paul A. Kittredge, P.L.S. No. 5790

Dated: May 6, 2020







By MLH Date 05/05/20 Chkd. PAK  
SHEET 4 OF 5

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 CONTRA COSTA )

On \_\_\_\_\_, 2020, before me, \_\_\_\_\_, Notary Public, personally appeared, \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person 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 \_\_\_\_\_

(seal)

1239533.1

Recorded at the request of:

Return to:

City of Pleasant Hill  
100 Gregory Lane  
Pleasant Hill, CA 94523

No Recording Fee Pursuant to Gov't Code §§ 6103 and 27383  
No Documentary Transfer Tax Pursuant to California Revenue & Taxation Code §11922

**GRANT OF PEDESTRIAN AND VEHICULAR ACCESS, PARKING LOT, STORM  
DRAIN & IRRIGATION EASEMENT**

FOR VALUE RECEIVED, COUNTY OF CONTRA COSTA, a political subdivision of the State of California (hereinafter collectively called "**Grantor**") hereby grants to **CITY OF PLEASANT HILL, a California municipal corporation** (hereinafter collectively called "**Grantee**" or "**City**") a perpetual non-exclusive easement for the purposes hereinafter set forth. Said easement shall lie in, over, under, upon, along, through and across that certain real property, located in the City of Pleasant Hill, more particularly described in **Exhibit 1** and depicted in **Exhibit 2** (the "**Easement Area**"), both of which are attached hereto and incorporated herein by reference thereto, together with the right to enter upon and to pass and re-pass over and along the **Easement Area** to conduct the activities as stated herein. Such easements shall run for the benefit of **Grantee**, its officers, agents and employees, and persons under contract with **Grantee**.

It is understood and agreed that the easement rights acquired herein are acquired subject to the rights of the **Grantor**, and its successors and assigns, to use the **Easement Area** to the extent that such use does not unreasonably interfere with **Grantee's** reasonable exercise of its rights as set forth hereinafter in this **Grant of Pedestrian and Vehicular Access, Storm Drain & Irrigation Easement**. For example, **Grantor** and its successors and assigns may develop the property consistent with the Oak Park Properties Specific Plan approved by **Grantee** in 2020. Nothing in this Easement shall be interpreted to prohibit or limit such uses by **Grantor**.

The extent and scope of the easement are as follows:

- a) The easement herein granted shall include the right by the **City**, its officers, agents and employees, contractors and subcontractors whenever and wherever necessary to enter upon the described **Easement Area** with personnel and equipment to construct, reconstruct, inspect, maintain and repair the parking lot, access drives to and from public streets, drive aisles and driveways, landscaping areas, walkways, lights and appurtenances, trash enclosures or structures, pedestrian and vehicular access areas, masonry fences, and other structures, irrigation facilities, storm drain structures, pipes, systems and appurtenances, stormwater treatment and drain structures, pipes, systems and appurtenances, bollards, signs, fences and gates, litter removal and trash capture facilities, to plant and grow trees, shrubs and vegetation, as such may change or be installed from time to time (collectively the "**Facilities**"), and to remove all trees, vegetation and structures thereon that interfere with the purpose for which the easement herein is granted, as well as performing any other activities, and constructing or maintaining any facilities that the **City** may be required to perform, construct, or maintain per Federal, State, regional, or local governmental agencies.
- b) The **City**, its officers, agents and employees, contractor, subcontractors and invitees shall have the non-exclusive right to enter, occupy, and use the **Easement Area**.
- c) The **Grantor** agrees and acknowledges that the **City's** uses may cause a temporary interruption of the **Grantor's** use of, or its permission to enter upon and use, the **Easement Area**. In the event any of **City's** uses interrupts or interferes with any of **Grantor's** uses, the **City** will use its best efforts to minimize the interruption or interference.
- d) It is understood and agreed **Grantee** will have ongoing maintenance responsibility for the Facilities constructed, reconstructed, inspected, maintained and/or repaired pursuant to this Easement. **Grantor** shall bear no responsibility nor assume any cost for the maintenance, repair or replacement of any Facilities constructed, reconstructed, inspected, maintained and/or repaired pursuant to this Easement.
- e) It is understood and agreed **Grantee** shall bear no responsibility nor assume any cost for the maintenance, repair or replacement of any trees, shrubbery, fences, walls, or other plantings or structures or improvements belonging to **Grantor** and situated within the **Easement Area** that may be injured, damaged or destroyed by **Grantee's** use of the **Easement Area** in connection with the activities stated herein.
- f) **Grantee** waives all claims against **Grantor**, its officers, agents, and employees for loss or damage caused by, arising out of, or in any way connected with this Easement, except that **Grantee** makes no such waiver as to loss or damage arising out of negligent or intentional acts of **Grantor**.

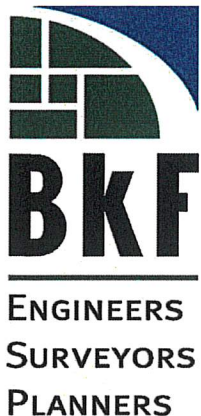
IN WITNESS WHEREOF, this **Grant of Pedestrian and Vehicular Access, Storm Drain and Irrigation Easement** has been executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**“Grantor”**

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

By \_\_\_\_\_

Candace Andersen, Chair, Board of Supervisors



May 6, 2020  
BKF Job No. 20155138-13

Exhibit 1

**LEGAL DESCRIPTION**  
**GRANT OF PEDESTRIAN AND VEHICULAR ACCESS, PARKING LOT,**  
**STORM DRAIN AND IRRIGATION EASEMENT**  
**(From Contra Costa County to the City of Pleasant Hill)**

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

**BEING** a portion of Parcel One as said parcel is described in the Grant Deed recorded October 9, 1981, in Book 10530 of Official Records at Page 318, and the Grant Deed recorded June 22, 1984, in Book 11848 of Official Records at Page 369, Contra Costa County Records, and more particularly described as follows:

**COMMENCING** at the southeastern corner of Parcel A as said parcel is shown on the map entitled, "Parcel Map, MS 96-704," filed October 10, 1997, in Book 172 of Parcel Maps at Page 37, 38 and 39, in the Office of the Recorder of Contra Costa County;

THENCE, westerly along the southerly line of said Parcel A, being also the northerly right of way line of Oak Park Boulevard (60 foot wide public right of way) as said boulevard is shown on said map (172 PM 37), North 79°25'56" West 107.11 feet to the southeastern corner said Parcel One (10530 O.R. 318);

THENCE, northeasterly along the line common to said Parcel One (10530 O.R. 318) and said Parcel A (172 PM 37), North 31°34'04" East 8.98 feet;

THENCE, leaving said common line, along a non-tangent curve to the left, having a radius of 150.00 feet, to which a radial line to said curve bears North 12°47'18 East, through a central angle of 02°13'14", an arc distance of 5.81 feet;

THENCE, North 79°25'56" West 29.58 feet;

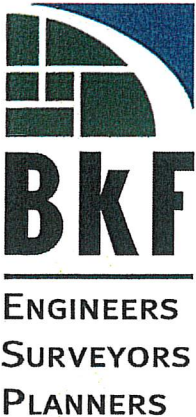
THENCE, along a tangent curve to the right, having a radius of 60.50 feet, through a central angle of 15°44'55", an arc distance of 16.63 feet;

THENCE, North 63°41'01" West 19.71 feet;

THENCE, along a tangent curve to the left, having a radius of 90.00 feet, through a central angle of 15°44'55", an arc distance of 24.74 feet;

THENCE, North 79°25'56" West 144.36 feet;

THENCE, North 38°51'32" West 18.96 feet;



May 6, 2020  
BKF Job No. 20155138-13

Exhibit 1

**LEGAL DESCRIPTION**  
**GRANT OF PEDESTRIAN AND VEHICULAR ACCESS, PARKING LOT,**  
**STORM DRAIN AND IRRIGATION EASEMENT**  
**(From Contra Costa County to the City of Pleasant Hill)**

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

**BEING** a portion of Parcel One as said parcel is described in the Grant Deed recorded October 9, 1981, in Book 10530 of Official Records at Page 318, and the Grant Deed recorded June 22, 1984, in Book 11848 of Official Records at Page 369, Contra Costa County Records, and more particularly described as follows:

**COMMENCING** at the southeastern corner of Parcel A as said parcel is shown on the map entitled, "Parcel Map, MS 96-704," filed October 10, 1997, in Book 172 of Parcel Maps at Page 37, 38 and 39, in the Office of the Recorder of Contra Costa County;

THENCE, westerly along the southerly line of said Parcel A, being also the northerly right of way line of Oak Park Boulevard (60 foot wide public right of way) as said boulevard is shown on said map (172 PM 37), North 79°25'56" West 107.11 feet to the southeastern corner said Parcel One (10530 O.R. 318);

THENCE, northeasterly along the line common to said Parcel One (10530 O.R. 318) and said Parcel A (172 PM 37), North 31°34'04" East 8.98 feet;

THENCE, leaving said common line, along a non-tangent curve to the left, having a radius of 150.00 feet, to which a radial line to said curve bears North 12°47'18 East, through a central angle of 02°13'14", an arc distance of 5.81 feet;

THENCE, North 79°25'56" West 29.58 feet;

THENCE, along a tangent curve to the right, having a radius of 60.50 feet, through a central angle of 15°44'55", an arc distance of 16.63 feet;

THENCE, North 63°41'01" West 19.71 feet;

THENCE, along a tangent curve to the left, having a radius of 90.00 feet, through a central angle of 15°44'55", an arc distance of 24.74 feet;

THENCE, North 79°25'56" West 144.36 feet;

THENCE, North 38°51'32" West 18.96 feet;

May 6, 2020  
BKF Job No. 20155138-13  
Exhibit "A" – Easement

THENCE, North 01°42'47" East 284.06 feet to the **POINT OF BEGINNING**;

THENCE, from said point of beginning, North 01°42'47" East 39.50 feet;

THENCE, South 88°18'35" East 468.89 feet, more or less, to the aforementioned common line of said Parcel One and said Parcel A (172 PM 37);

THENCE, southwesterly along said common line, South 31°34'04" West 45.55 feet to a point that bears South 88°18'35" East from said Point of Beginning;

THENCE, leaving said common line, North 88°18'35" West 446.21 feet to the **POINT OF BEGINNING**.

Containing an area of 18,073 square feet, more or less.

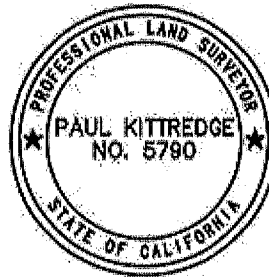
The bearings of this description are based on that certain map entitled, "Parcel Map, MS 96-704," filed October 10, 1997, in Book 172 of Parcel Maps at Page 37, 38 and 39, in the Office of the Recorder of Contra Costa County.

A plat showing the above described easement is attached hereto and made a part hereof.

This description was prepared by me or under my direction for BKF Engineers.

By: Paul Kittredge  
Paul A. Kittredge, P.L.S. No. 5790

Dated: May 6, 2020





SCALE: 1" = 100'



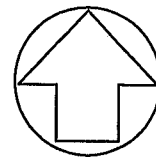
100 0 100

PARCEL A  
172 PM 37

N 88°17'13" W 715.27'

## CURVE TABLE

NO.	DELTA	RADIUS	LENGTH
C1	02°13'14"	150.00'	5.81'
C2	15°44'55"	60.50'	16.63'
C3	15°44'55"	90.00'	24.74'



## LEGEND:

C# CURVE TABLE NUMBER  
 L# LINE TABLE NUMBER  
 LSM LAND SURVEYOR MAP  
 O.R. OFFICIAL RECORDS  
 PM PARCEL MAP  
 POB POINT OF BEGINNING  
 POC POINT OF COMMENCEMENT  
 SF SQUARE FEET  
 ( ) RECORD DATA PER 172 PM 37  
 (1) PER 172 PM 37

## LEGEND:

——— SUBJECT PROPERTY LINE  
 - - - - - EASEMENT LINE  
 ——— ADJOINERS

FUTURE PARCEL 3  
 TO BE DEEDED  
 BY SEPARATE  
 INSTRUMENT

PARCEL ONE  
 10530 O.R. 318  
 11848 O.R. 369

39.5' EASEMENT  
 SEE NOTE FOR  
 PURPOSES  
 18,073 SF±

POB

39.50'

N 01°42'47" E

284.06'

N 01°42'47" E

S 41°32'36" E

508.86'

TIE

N 79°25'56" W

144.36'

N 12°47'18" E (R)

30'

30'

## LINE TABLE

NO.	BEARING	DISTANCE
L1	N 31°34'04" E	8.98'
L2	N 79°25'56" W	29.58'
L3	N 63°41'01" W	19.71'
L4	N 38°51'32" W	18.96'

FUTURE PARCEL 1  
 TO BE DEEDED BY  
 SEPARATE INSTRUMENT

(FUTURE LIBRARY PARCEL)

FUTURE PARCEL 2  
 TO BE DEEDED BY  
 SEPARATE INSTRUMENT

PARCEL A  
 172 PM 37

FUTURE PARCEL 4  
 TO BE DEEDED BY  
 SEPARATE INSTRUMENT

LANDS OF EBMUD  
 7 O.R. 426

## NOTE:

EASEMENT IS GRANTED  
 FOR PEDESTRIAN AND  
 VEHICULAR ACCESS,  
 PARKING LOT, STORM  
 DRAIN AND IRRIGATION  
 PURPOSES.

APPROVED BY THE  
 CITY OF PLEASANT HILL

MARIO MORENO, RCE 54407  
 CITY ENGINEER

DATED: \_\_\_\_\_

Exhibit 2

K:\2018\180984-Oak\_Park\_and\_Monticello\_Improvements\SUR\Mapping\Plats\  
 Transfer Parcels\RECORD\MLH\Parks-to-City-AUDE-PLAT-CCC.dwg

**BKF 100+**  
 YEARS  
 ENGINEERS. SURVEYORS. PLANNERS

1646 N. CALIFORNIA BLVD  
 SUITE 400  
 WALNUT CREEK, CA 94596  
 925-940-2200  
 925-940-2299 (FAX)

Subject PLAT TO ACCOMPANY

EASEMENT (CCC TO CITY)

Job No. 20155138-14

By MLH Date 05/06/20 Chkd. PAK

SHEET 3 OF 3

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 CONTRA COSTA )

On \_\_\_\_\_, 2020, before me, \_\_\_\_\_, Notary Public, personally appeared, \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person 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 \_\_\_\_\_

(seal)