

Recorded at the request of:  
Contra Costa County Flood Control &  
Water Conservation District

Return to:  
Contra Costa County Flood Control &  
Water Conservation District  
Public Works Department  
Real Estate Division  
255 Glacier Drive  
Martinez, CA 94553  
Attn: Olivia D. Reynolds-Freeman

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

Assessor's Parcel No.: 409-300-036 (portion of)

## GRANT OF EASEMENT

**THIS INDENTURE**, made by and between **CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**, a flood control district organized under the laws of the State of California, hereinafter called the "GRANTOR," and **Fujii Nursery Company, a California corporation, and Tokumaru Raymond Fujii, Ungyo Lynn Sugiyama, Erica Satoko Sugiyama-Hill, and Enid Takako Sugiyama-Murray, Executors of the Estate of Kaoru Fujii Sugiyama also known as Kaye Sugiyama, also known as Kaoru Kay Sugiyama deceased, pursuant to the Letters of Testamentary filed January 9, 2018 in the Superior Court of California, County of Contra Costa, Case No. P17-01644 and Karen K. Suyama, Executor of the Estate of Jiro Fujii, deceased, pursuant to the Letters of Testamentary filed January 9, 2018 in the Superior Court of California, County of Contra Costa, Case No. P17-01643** collectively hereinafter called the "GRANTEES,"

### WITNESSETH:

That the GRANTOR, for value received, hereby grants to the GRANTEES and all successor owners of the Grantee Property (defined in Section 1), a non-exclusive, perpetual easement, and right of way ("Easement"), for access purposes, upon, over, and across a portion of that certain real property owned by GRANTOR and commonly identified as Assessor's Parcel No. 409-300-036 ("Grantor Property"), located in the County of Contra Costa, State of California, described as follows ("Easement Area"):

**FOR DESCRIPTION OF THE EASEMENT SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF; FOR A DEPICTION OF THE EASEMENT SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.**

This Grant of Easement is subject to the following terms:

1. **Purpose.** The Easement herein granted shall include the right by GRANTEES, their officers, employees, agents, contractors, representatives, licensees, or invitees, or any lessee of the Grantee Property (defined below), (together, "Grantee Parties") to enter upon the Easement

Area with personnel and vehicles to access that certain real property commonly identified as Assessor's Parcel No. 409-300-002, located at 541 Davilla Road, in the Richmond area of Contra Costa County ("Grantee Property"). The GRANTEES shall ensure that the Grantee Parties use the Easement only for said purposes. Grantor Parties' use of the Easement for access purposes, at all times, shall be secondary and subordinate to the GRANTOR's use of the Grantor Property for flood control purposes and other public purposes of the GRANTOR, which shall constitute the primary use of the Grantor Property. Grantor Parties (defined in Section 3) may use the Easement Area for the primary purpose of the Grantor Property, and GRANTOR may grant licenses and easements within the Easement Area to other persons and entities, provided that any future licenses or easements do not unreasonably interfere with the Grantee Parties' use of the Easement Area under this Grant of Easement.

**2. Maintenance of Easement Area; Improvements and Access.**

(a) GRANTOR shall regularly maintain the Easement Area.

(b) At their discretion, GRANTEES may utilize the existing gate across the Easement Area, or, alternatively, GRANTEES may install and maintain, at GRANTEES' sole cost and expense, a commercial grade gate across the Easement Area following the District's review and approval of gate design and operation. If any Grantee Parties place any lock on any gate across the Easement Area, GRANTEE shall provide the GRANTOR a key for the lock, and GRANTEES shall ensure that the lock is not changed unless the GRANTOR first receives a key for the new lock. Except as provided in this section, GRANTEES shall ensure that the Grantee Parties do not obstruct the Easement Area or interfere with the GRANTOR's access and use of the Easement Area. GRANTEES shall be solely responsible for ensuring that any vehicles or equipment brought on or across to the Easement Area by Grantee Parties will not damage any subsurface facilities within or adjacent to the Easement Area; and, if any such damage occurs, GRANTEES shall repair all such damage and return the Easement Area to a neat and safe condition satisfactory to GRANTOR and any other users of the Easement Area.

(c) Subject to the foregoing, GRANTEES shall not be liable for any damage to the Easement Area or any facilities within the Easement Area caused by the sole negligence or willful misconduct of the GRANTOR or by any other easement holder.

**3. As-Is Condition; Release.** The Easement is being conveyed by the GRANTOR, and accepted by the GRANTEES, on an "as is" basis, and GRANTOR makes no warranty, claim or guaranty, of any kind, as to the condition and/or possible uses of the land or any improvements thereon. Effective upon the recording of this Grant of Easement, GRANTEES, on behalf of themselves, the Grantee Parties, and any successor owners of the Grantee Property, hereby release the GRANTOR, and its officers, employees, agents, contractors, and representatives, (collectively, "Grantor Parties") from any claims, demands, liabilities, damages, costs, and expenses, including without limitation attorney's fees and costs, (collectively, "Liabilities") related to, arising from or under, or in connection with any of the following: (a) the GRANTOR's conveyance of this Grant of Easement to the GRANTEES; (b) the GRANTEES' acquisition of the Grant of Easement or the exercise of GRANTEES' rights hereunder; (c) the occupancy or use of the Easement Area by the Grantee Parties; (d) the physical condition of the Easement Area or the property thereunder, whether latent or patent; and (e) the suitability of the Easement Area for use by any Grantee Parties. The GRANTEES, on behalf of themselves and all Grantee Parties, knowingly waive their right to make any claim against any Grantor Parties for any

Liabilities discussed in this Section, and, as to those Liabilities, GRANTEES, on behalf of themselves and all Grantee Parties, expressly waive all rights provided by section 1542 of the California Civil Code, which provides as follows:

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

This Section 3 shall survive the expiration, termination, vacation, or assignment of the Easement.

4. **Indemnification.** GRANTEES shall indemnify, defend, and hold harmless the Grantor Parties from and against any Liabilities that arise from or are connected with (a) the occupancy, use, or improvement of the Easement Area by any Grantee Parties, or (b) the GRANTEES' exercise of their rights hereunder. However, notwithstanding the foregoing GRANTEES shall have no obligation to indemnify, defend, or hold harmless any Grantor Parties for any Liabilities that arise from the sole negligence or sole willful misconduct of any Grantor Parties. This Section 4 shall survive the expiration, termination, vacation, or assignment of the Easement.
5. **Easement Appurtenant; No Assignment.** This Easement is granted for the sole and private use as access to the Grantee Property, and it shall be and remain appurtenant thereto. This Easement shall not be assigned or transferred separate from the Grantee Property; and any purported transfer or assignment of this Easement separate from the Grantee Property shall be invalid and shall cause the immediate termination of this Easement. This Easement shall not be apportioned.
6. **Termination.** If GRANTEES develop another legal means access to the Grantee Property, within one year following the completion of that means of access GRANTEES shall quitclaim all right, title, and interest under this Grant of Easement to the GRANTOR and this Easement shall be deemed terminated.
7. **Construction.** This Grant of Easement shall not be construed as if it had been prepared by one of the parties, but, rather, as if both parties prepared it. The parties to this Grant of Easement and their attorneys have reviewed this Grant of Easement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Grant of Easement.
8. **Successor Owners of Grantee Property.** This Grant of Easement shall inure to the benefit of and be binding upon any and all successor owners of the GRANTEE Property. Upon the conveyance of the GRANTEE Property to any person or entity, any such persons or entities shall become GRANTEES for the purpose of this Grant of Easement.
9. **Governing Law.** This Grant of Easement shall be governed by, and construed in accordance with, the laws of the State of California.

(Signatures on the following page)

**TO HAVE AND TO HOLD**, all and singular, the rights above described unto the GRANTEES and the GRANTEES' successors, as permitted herein, forever.

**IN WITNESS WHEREOF**, the GRANTOR AND GRANTEES have executed this indenture this 27 day of June, 2022.

GRANTOR  
Contra Costa County Flood Control and Water Conservation District, a flood control district organized under the laws of the State of California

GRANTEES  
Fujii Nursery Company, a California corporation

By:   
Tokumaru Fujii  
Its: President/Secretary

\_\_\_\_\_  
Karen Mitchoff  
Chair, Board of Supervisors

  
Tokumaru Raymond Fujii

The Estate of Kaoru Fujii Sugiyama also known as Kaye Sugiyama also known as Kaoru Kay Sugiyama, deceased, pursuant to the Letters of Testamentary filed January 9, 2018 in the Superior Court of California, County of Contra Costa, Case No. P17-01644

\_\_\_\_\_  
Ungyo Lynn Sugiyama, Executor

\_\_\_\_\_  
Erica Satoko Sugiyama-Hill, Executor

\_\_\_\_\_  
Enid Takako Sugiyama-Murray

The Estate of Jiro Fujii, deceased, pursuant to the Letters of Testamentary filed January 9, 2018 in the Superior Court of California, County of Contra Costa, Case No. P17-01643

\_\_\_\_\_  
Karen K. Suyama, Executor

**ABOVE SIGNATURES MUST BE NOTARIZED; ATTACH APPROPRIATE NOTARY ACKNOWLEDGMENTS**

**MAIL TAX STATEMENTS TO:**

**Contra Costa County Flood Control & Water Conservation District, Public Works Department, Attn: Real Estate Division, 255 Glacier Drive, Martinez, CA 94553**

ORF:dw  
G:\realprop\Davilla Rd. Richmond\Fukushima Grant of Easement - Final - 6.20.22.doc

**TO HAVE AND TO HOLD**, all and singular, the rights above described unto the GRANTEES and the GRANTEES' successors, as permitted herein, forever.

**IN WITNESS WHEREOF**, the GRANTOR AND GRANTEES have executed this indenture this 26<sup>th</sup> day of June, 2022.

GRANTOR  
Contra Costa County Flood Control and Water Conservation District, a flood control district organized under the laws of the State of California


\_\_\_\_\_  
Karen Mitchoff  
Chair, Board of Supervisors


GRANTEES  
Fujii Nursery Company, a California corporation


By: \_\_\_\_\_  
Tokumaru Fujii  
Its: President/Secretary

\_\_\_\_\_  
Tokumaru Raymond Fujii

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\_\_\_\_\_  
Ungyo Lynn Sugiyama, Executor

  
\_\_\_\_\_  
Erica Satoko Sugiyama-Hill, Executor

  
\_\_\_\_\_  
Enid Takako Sugiyama-Murray

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\_\_\_\_\_  
Karen K. Suyama, Executor

**ABOVE SIGNATURES MUST BE NOTARIZED; ATTACH APPROPRIATE NOTARY ACKNOWLEDGMENTS**

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**TO HAVE AND TO HOLD**, all and singular, the rights above described unto the GRANTEES and the GRANTEES' successors, as permitted herein, forever.

**IN WITNESS WHEREOF**, the GRANTOR AND GRANTEES have executed this indenture this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

GRANTOR  
Contra Costa County Flood Control and Water Conservation District, a flood control district organized under the laws of the State of California

\_\_\_\_\_  
Karen Mitchoff  
Chair, Board of Supervisors

GRANTEES  
Fujii Nursery Company, a California corporation

By: \_\_\_\_\_  
Tokumaru Fujii  
Its: President/Secretary

\_\_\_\_\_  
Tokumaru Raymond Fujii

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\_\_\_\_\_  
Ungyo Lynn Sugiyama, Executor

\_\_\_\_\_  
Erica Satoko Sugiyama-Hill, Executor

\_\_\_\_\_  
Enid Takako Sugiyama-Murray

The Estate of Jiro Fujii, deceased, pursuant to the Letters of Testamentary filed January 9, 2018 in the Superior Court of California, County of Contra Costa, Case No. P17-01643

Karen K. Sugiyama 24 June 2022  
Karen K. Sugiyama, Executor

**ABOVE SIGNATURES MUST BE NOTARIZED; ATTACH APPROPRIATE NOTARY ACKNOWLEDGMENTS**

**MAIL TAX STATEMENTS TO:**

**Contra Costa County Flood Control & Water Conservation District, Public Works Department, Attn: Real Estate Division, 255 Glacier Drive, Martinez, CA 94553**

ORF:dw  
G:\realprop\Davilla Rd. Richmond\Fukushima Grant of Easement - Final - 6.20.22.doc

**PLEASE SEE ATTACHED  
ACKNOWLEDGEMENT  
FROM NOTARY PUBLIC**

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

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

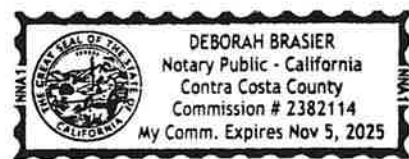
State of California            )  
  : ss.  
County of Contra Costa    )

On June 27, 2022 before me, Deborah Brasier, Notary Public, personally appeared TOKUMARU RAYMOND FUJII, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his 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.

 (Seal)



CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

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

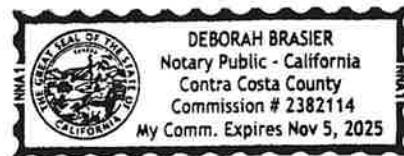
State of California            )  
  : ss.  
County of Contra Costa    )

On June 27, 2022 before me, Deborah Brasier, Notary Public, personally appeared TOKUMARU FUJII, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his 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.

 (Seal)





**CERTIFICATE  
NOTARIAL ACKNOWLEDGEMENT**

State of Arizona

County of Maricopa

On this 26<sup>th</sup> day of June, 2022, before me personally appeared Wngyo Lynn Sugiyama, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.



*Dominic S. Ramirez*  
Notary Public  
Dominic S. Ramirez  
Print name  
02/08/2025  
My commission expires

This certificate is attached to the following document:

Description of the document: for easement

Document title: Grant of Easement

Document type: Easement

Number of pages: 6 Date: 6/26/2022

Additional signers: Erica Satoko Sugiyama - Hill, Executor  
Enid Takako Sugiyama - Hill Murray

**CERTIFICATE  
NOTARIAL ACKNOWLEDGEMENT**

State of Arizona

County of Maricopa

On this 26<sup>th</sup> day of June, 2022, before me personally appeared Erica Sutoro Sugiyama-Hill, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.



*[Handwritten Signature]*

Notary Public

Dominic S. Ramirez

Print name

02/08/2025

My commission expires

This certificate is attached to the following document:

Description of the document: for Easement

Document title: Grant of Easement

Document type: Easement

Number of pages: 6 Date: 6/26/2022

Additional signers: Erica Takoko Sugiyama-Murray  
Angyo Lynn Sedgijama

**CERTIFICATE  
NOTARIAL ACKNOWLEDGEMENT**

State of Arizona  
County of Maricopa

On this 26<sup>th</sup> day of June, 2022, before me personally appeared Enid Takako Sugiyama - Murray, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.



Dominic Ramirez  
Notary Public  
Dominic S. Ramirez  
Print name  
02/08/2025  
My commission expires

This certificate is attached to the following document:

Description of the document: Easement

Document title: Grant of Easement

Document type: Easement

Number of pages: 6 Date: 6/26/2022

Additional signers: Angyo Lynn Sugiyama  
Enid Takako Sugiyama - Murray

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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 Alameda )

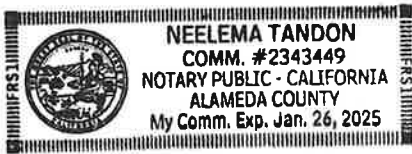
On June 24, 2022 before me, Neelema Tandon - , -Notary Public -  
*Date Here Insert Name and Title of the Officer*

personally appeared - KAREN K SUYAMA -  
*Name(s) of Signer(s)*  
N/A

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 *Neelema Tandon*  
*Signature of Notary Public*

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document** GRANT OF  
Title or Type of Document: EASEMENT Document Date: 06/24/2022  
Number of Pages: 6 Signer(s) Other Than Named Above: - N/A -

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

## EXHIBIT "A"

A strip of land 25 feet in width being a portion of those parcels of land conveyed to the Contra Costa County Flood Control & Water Conservation District (CCCFC & WCD) in documents recorded: November 9, 1988 in Book 14705 of Official Records at page 758 (series number 88-208403); October 12, 1988 in 14648 OR 185 (88-187965); March 9, 1989 in 14926 OR 583 (89-43101); and December 31, 1986 in 13359 OR 667 (86-241324); situate in Lot 198, San Pablo Rancho, County of Contra Costa, State of California, described as follows:

### Parcel 5132 - Access Easement

For the purpose of ingress and egress to assessors' parcel number 409-300-002.

Beginning at the northwest corner of Parcel Two described in the deed from the City of Richmond to CCCFC & WCD (14705 OR 758), said point being on the easterly line of Third Street; thence from said Point of Beginning, along the north line of said Parcel Two, south  $89^{\circ}59'35''$  east, 556.54 feet to the southwest corner of the parcel described in the deed from Ninomiya Nursery Co. to CCCFC & WCD (14648 OR 185); thence along the northwesterly line of said parcel, north  $39^{\circ}41'56''$  east, 38.35 feet to a point on the west line of the parcel described in the deed from Richmond Unified School District to CCCFC & WCD (14926 OR 583); thence continuing north  $39^{\circ}41'56''$  east, 44.73 feet to a point on the north line of said CCCFC & WCD parcel (14926 OR 583); thence along said north line the following three (3) courses: 1) north  $90^{\circ}00'00''$  east 285.22 feet; 2) north  $64^{\circ}20'00''$  east 110.91 feet; 3) north  $90^{\circ}00'00''$  east 270.00 feet to the northwest corner of Parcel One described in the deed from Fukushima Nursery to CCCFC & WCD (13359 OR 667); thence along the north line of Parcel One and Parcel Two of said deed (13359 OR 667) north  $90^{\circ}00'00''$  east, 250.00 feet to the east line of said Lot 198, San Pablo Rancho; thence along said east line, south  $0^{\circ}15'00''$  east, 25.00 feet; thence parallel to said north line (13359 OR 667), south  $90^{\circ}00'00''$  west, 514.41 feet; thence south  $64^{\circ}20'00''$  west, 110.91 feet; thence parallel to said north line of 14926 OR 583, south  $90^{\circ}00'00''$  west, 266.18 feet; thence south  $39^{\circ}41'56''$  west, 83.09 feet to a point on the west line of said parcel described in the deed from Richmond Unified School District to CCCFC & WCD (14926 OR 583); thence parallel with and 25.00 feet southerly of (as measured perpendicular to) the north line of said Parcel Two to CCCFC & WCD (14705 OR 758), north  $89^{\circ}59'35''$  west, 582.10 feet to the easterly line of Third Street; thence along said easterly line, north  $1^{\circ}56'00''$  east, 25.01 feet to the Point of Beginning.

This real property description has been prepared by me or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: \_\_\_\_\_

*James A. Stein*  
Licensed Land Surveyor

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

*10/21/21*



EXHIBIT "B"

PARCEL 5133

30' WIDE  
RIGHT OF WAY  
FOR ROAD PURPOSES  
(319 Deeds 289)

FUJII NURSERY COMPANY, et. al.  
220 OR 103  
& 2008-0218883  
APN 409-300-002

CENTERPOINT PROPERTIES TRUST  
2018-0043323

20' Private Access  
Easement

PARCEL 5132  
25' ACCESS  
EASEMENT

CITY OF RICHMOND  
6717 OR 145

WEST CONTRA COSTA  
UNIFIED SCHOOL DISTRICT

CCCFC&WCD  
13359 OR 667  
PCL ONE  
APN 409-300-036

89-244443

1377 OR 392

1420 OR 381

1396 OR 312

3RD ST.

VERDE AVE.

POB N1° 56'00"E  
658.00

LINE DATA TABLE			LINE DATA TABLE		
No.	Bearing	Length	No.	Bearing	Length
L1	S89° 59'35"E	556.54	L8	S90° 00'00"W	514.41
L2	N39° 41'56"E	38.35	L9	S64° 20'00"W	110.91
L3	N39° 41'56"E	44.73	L10	S90° 00'00"W	266.18
L4	N90° 00'00"E	285.22	L11	S39° 41'56"W	83.08
L5	N64° 20'00"E	110.91	L12	N89° 59'35"W	582.10
L6	N90° 00'00"E	520.00	L13	N1° 56'00"E	25.01
L7	S0° 15'00"E	25.00			

Instrument : Access Easement to Fujii Nursery Company, et. al.	Scale: 1" = 200'	File No. FA-20,050
	Drawn By: TL	Plot Date: 10/21/2021
	Checked By: JS	Drawing: FC833612.dgn
Document No.	Recorded	