

Recorded at the request of:
Contra Costa County

Return to:
Contra Costa County
Public Works Department
Real Property Division
255 Glacier Drive
Martinez, CA 94553
Attn: David Kramer

10229

Assessor's Parcel No. 430-461-025

GRANT OF EASEMENT

THIS INDENTURE, made by and between THE CITY OF PINOLE, a municipal corporation, hereinafter called the GRANTOR, and CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a political subdivision of the State of California, hereinafter called the DISTRICT.

WITNESSETH:

That the GRANTOR, for value received, hereby grants to the DISTRICT, and its successors and assigns, a perpetual easement and right of way for ingress and egress purposes (not to be exclusive) over and across that certain real property in the County of Contra Costa, State of California, described as follows:

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

The easement herein granted shall include the right by said DISTRICT, its officers, agents and employees, and by persons under contract with it and their employees whenever and wherever necessary for ingress and egress purposes, to enter upon said land with personnel, vehicles and equipment, to remove all trees and vegetation thereon that interfere with the purpose for which the easement herein is granted, with prior written consent from GRANTOR. Said written consent from GRANTOR shall not be unreasonably withheld.

It is understood that DISTRICT is responsible for repairing or replacing any of GRANTOR's improvements within the easement area described in Exhibit "A" herein (including but not limited to damage, lights, pavement or underground conduit) within the easement area that may be damaged by DISTRICT'S use of this easement.

DISTRICT agrees to indemnify, defend and hold harmless GRANTOR for the DISTRICT'S

share of liability, as determined by a court of law, for any damage, injury or death of or to any person or the property of any person, including attorneys and expert fees, arising out of the willful misconduct or the negligent acts, errors or omissions of the DISTRICT, its officers, employees, agents and volunteers, in its exercise of this easement or use of the property.

GRANTOR agrees to indemnify, defend and hold harmless DISTRICT for GRANTOR'S share of liability, as determined by a court of law, for any damage, injury or death of or to any person or the property of any person, including attorneys and expert fees, arising out of the willful misconduct or the negligent acts, errors or omissions of GRANTOR, its officers, employees, and agents, in the exercise of this easement or use of the property.

TO HAVE AND TO HOLD, all and singular, the rights above described unto the DISTRICT and the DISTRICT's successors and assigns forever.

IN WITNESS WHEREOF, the GRANTOR and DISTRICT have executed this indenture this _____ day of _____, 2012.

DISTRICT:
CONTRA COSTA COUNTY FLOOD
CONTROL AND WATER CONSERVATION
DISTRICT,
a political subdivision of the State of
California

By: 
Name: _____
Its: Chair, Board of Supervisors

GRANTOR:
CITY OF PINOLE,
a municipal corporation

By: Belinda B. Espinosa
Belinda B. Espinosa
Its: City Manager

ATTEST:

By: Patricia Athenour
Patricia Athenour, MMC, City Clerk

REVIEWED AS TO FORM:

By: Bernard J. Ryan
City Attorney

ABOVE SIGNATURES MUST BE NOTARIZED

DK:fp

G:\RealProp\David\Pinole Redevelopment Agency\EA.06 Grant of Easement County (Ingress/Egress).doc

STATE OF CALIFORNIA)
) ss.
COUNTY OF CONTRA COSTA)

On February 29, 2012, before me, Clerk of the Board of Supervisors, Contra Costa County, personally appeared Supervisor Maey N. Piepho, 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.

Signatures: _____

Stacy M Boyd
Deputy Clerk

EXHIBIT A

Legal Description of Easement Area

PARCEL B, SUBDIVISION 5030, PORTION OF DIVISION 5, MAP OF THE ESTATE OF
RAFEALE M. & SAMUEL J. TENNENT IN THE RANCHO EL PINOLE, PINOLE, CONTRA COSTA
COUNTY, CALIFORNIA

APN: 430-461-025

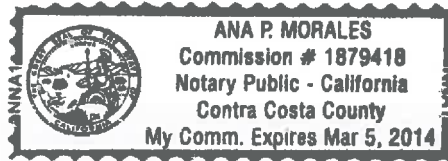
STATE OF CALIFORNIA

COUNTY OF Contra Costa)
) ss
)

On 2/13/12, before me, Ana P. Morales, a Notary Public, personally appeared Belinda Coppen, 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.



Ana P. Morales

Notary Public

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

After recording return to:
Contra Costa County
Public Works Department
Real Property Division
255 Glacier Drive
Martinez, CA 94553
Attention: D. Kramer

GRANT OF EASEMENT

For good and valuable consideration, including but not limited to the agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a political subdivision of the State of California, (hereinafter "DISTRICT"), hereby grants to THE CITY OF PINOLE, a municipal corporation (hereinafter "GRANTEE"), a nonexclusive right to a perpetual easement and right of way for installing, constructing, reconstructing, removing, replacing, repairing, upgrading, maintaining, operating and using a 24 inch storm drain pipe and appurtenances thereto, and for no other purposes whatsoever, along and in all of the hereinafter described parcel of land situated in the County of Contra Costa, State of California, described as follows:

FOR DESCRIPTION AND PLAT MAP, SEE ATTACHED EXHIBITS "A' AND "B"

The easement herein granted runs over the real property in the County of Contra Costa, State of California described on Exhibit "C" attached hereto and made a part hereof

The foregoing grant is made subject to the following terms and conditions:

1. **PRIMARY USE OF THE PROPERTY** The primary use of the Property subject to this easement (hereinafter the "Property") is for Flood Control purposes, including, but not limited to, the right by the District or Contra Costa County to enter onto the property to perform maintenance or improvement of the Property and the flood control facilities located on or adjacent to the Property, to conduct studies, and to allow authorized representatives, entities and others to perform activities sanctioned by the District or Contra Costa County. GRANTEE acknowledges and agrees that the use just described constitutes the primary use of the Property and that any and all rights granted or implied by this Grant of Easement are secondary and subordinate to the primary use of the Property by the DISTRICT, its successors and assigns. GRANTEE shall not, at any time, use or permit the public to use the easement area in any manner that will interfere with or impair the DISTRICT's primary use of the Property. GRANTEE shall not fence said easement without the prior written approval of the DISTRICT, and shall remove any fencing when requested by DISTRICT to do so. GRANTEE shall not otherwise obstruct the easement area.

2. **DISTRICT TITLE:** GRANTEE hereby acknowledges DISTRICT's title to the Property and agrees never to assail or resist said title.
3. **CONSTRUCTION AND MAINTENANCE ACTIVITIES:** (a) GRANTEE shall, prior to any construction, reconstruction, remodeling, excavation, installation or plantings within the easement area, submit specific plans and specifications to the DISTRICT for review and approval. Such approval, together with any additional requirements to be in the form of a written permit issued by DISTRICT to GRANTEE, which approval shall not be unreasonably delayed or withheld.

(b) Normal maintenance by GRANTEE of its facilities within the easement area, including inspection and cleaning of existing pipelines, shall not require prior notice to the DISTRICT. GRANTEE shall perform maintenance of its facilities so as to prevent damage to the site.
4. **DAMAGE TO DISTRICT PROPERTY:** Any and all DISTRICT Property, facilities, landscaping or other improvements, removed or damaged as a result of the use of the easement area by GRANTEE, or any other person or entity acting under GRANTEE's direction or control, shall, at DISTRICT's discretion and direction, be repaired or replaced by DISTRICT, with all reasonable costs and expenses to be paid by GRANTEE (including but not limited to engineering costs and legal costs of collecting any unpaid expenses) or shall be repaired or replaced by GRANTEE, at the sole cost and expense of GRANTEE, equivalent to or better than their existing condition. In the event that GRANTEE fails to commence the required work within thirty days after being directed to do so by DISTRICT, or such reasonable extension as DISTRICT may agree to in writing, or fails to complete the required work within a reasonable time thereafter, DISTRICT may perform or complete the work at the expense of GRANTEE, which expense GRANTEE agrees to pay to DISTRICT promptly upon demand, including but not limited to engineering costs and any legal expenses incurred to collect such costs.
5. **DAMAGE TO GRANTEE'S FACILITIES:** Except as provided in Paragraph 7 below, DISTRICT shall have no responsibility for the protection, maintenance, or damage to GRANTEE's facilities, appurtenances or improvements caused by or resulting from DISTRICT's use of the Property or work or operation thereon. It shall be the sole responsibility of GRANTEE to provide and maintain adequate protection and surface markings for its own facilities.
6. **NON-EXCLUSIVE EASEMENT:** The easement granted hereunder is non-exclusive. This easement is subject and subordinate to all existing rights, rights of way, licenses, reservations, franchises and easements of record, or that would be evident from a physical inspection or accurate survey of the Property, in and to the Property. If GRANTEE damages the facilities or improvements of any existing user, GRANTEE shall repair or replace such facilities at GRANTEE's sole cost and expense. Nothing contained herein shall be construed to prevent DISTRICT from granting other easements, franchises, licenses or rights of way over said lands, provided however,

that said subsequent uses do not unreasonably prevent or obstruct GRANTEE's easement rights hereunder. DISTRICT shall promptly notify GRANTEE in writing of any such subsequent grants.

7. **INDEMNIFICATION:** GRANTEE agrees to indemnify, defend and hold harmless DISTRICT for the GRANTEE's share of liability, as determined by a court of law, for any damage, injury or death of or to any person or the property of any person, including attorneys and expert fees, arising out of the willful misconduct or the negligent acts, errors or omissions of GRANTEE, its officers, employees, agents and volunteers, in its exercise of this easement or use of the Property.

DISTRICT agrees to indemnify, defend and hold harmless GRANTEE for DISTRICT's share of liability, as determined by a court of law, for any damage, injury or death of or to any person or the property of any person, including attorneys and expert fees, arising out of the willful misconduct or the negligent acts, errors or omissions of DISTRICT, its officers, employees, and agents, in the exercise of this License or use of the Property.

8. **NO WARRANTIES:** GRANTEE understands and acknowledges that DISTRICT makes no representations, warranties or guarantees of any kind or character, express or implied, with respect to the Property, and GRANTEE is entering into this transaction without relying in any manner on any such representation or warranty by DISTRICT.
9. **ABANDONMENT:** In the event GRANTEE shall cease to use the easement herein continuously for a period of one year, or in the event GRANTEE abandons its facilities or fails to use the easement for the purpose for which it is granted, then all rights of GRANTEE in and to said lands shall thereupon cease and terminate and shall immediately revert to and vest in DISTRICT or its successors. Upon any such termination of GRANTEE's rights, GRANTEE shall, upon request by DISTRICT, and at GRANTEE's sole cost and expense, remove all of its facilities from the easement area and restore said Property to its original condition. Upon the failure of GRANTEE to do so, this work may be performed by DISTRICT at GRANTEE's expense, which expense GRANTEE agrees to pay to DISTRICT upon demand. GRANTEE shall execute any Quitclaim Deeds required by DISTRICT in this regard.
10. **NO ASSIGNMENT OF EASEMENT:** Subject to Paragraph 14 below, no rights granted hereunder shall be transferred, apportioned or assigned without the prior written consent of DISTRICT.
11. **NO SECONDARY RIGHTS:** Nothing herein contained shall be deemed to construe that access or other secondary rights are conveyed by this document over any of DISTRICT's adjacent lands lying outside of the aforesaid strip of land above described.

12. **ENTIRE AGREEMENT:** This grant of easement contains the entire agreement between the parties hereto and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.
13. **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 have prepared it. The parties to this grant of easement and their counsel have read and 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.
14. **SUCCESSORS AND ASSIGNS:** This indenture and all of the covenants herein contained shall run with the land and shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, this Grant of Easement is signed and executed this 28th day of February, 2012.

DISTRICT:
CONTRA COSTA COUNTY FLOOD
CONTROL AND WATER CONSERVATION
DISTRICT,
a political subdivision of the State of
California

By: 
Name: _____
Its: Chair, Board of Supervisors

GRANTEE:
CITY OF PINOLE,
a municipal corporation

By: Belinda B. Espinosa
Belinda B. Espinosa
Its: City Manager

ATTEST:

By: Patricia Athenour
Patricia Athenour, MMC, City Clerk

REVIEWED AS TO FORM:

By: Benito R. [Signature]
City Attorney

STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA

)
) ss.
)

On February 28, 2012, before me, Clerk of the Board of Supervisors, Contra Costa County, personally appeared Supervisor Mary N. Piepho, 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

STATE OF CALIFORNIA

COUNTY OF Contra Costa

)
) ss
)

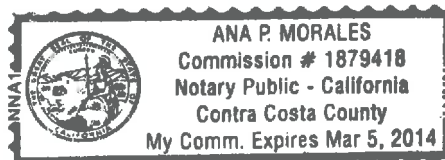
On 2/14/12, before me, Ana P. Morales, a Notary Public, personally appeared Belinda S. Aguirre, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their 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.



Notary Public



DK:mf

G:\realprop\Board Orders\2012\BO 2-28-2012\City of Pinole - David\EA.17 Pinole Redevelopment Agency.doc

STATE OF CALIFORNIA)
) ss.
COUNTY OF CONTRA COSTA)

On February 28, 2012, before me, Clerk of the Board of Supervisors, Contra Costa County, personally appeared Supervisor Mary N. Piepho, 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: Stacy M. Boyd
Deputy Clerk



ROBERT A. KARN & ASSOCIATES, INC.
707 Beck Avenue, Fairfield, California 94533 Phone: (707) 435-8956 Fax: (707) 435-8888

Project No. A06053
September 15, 2010
Revised 10/20/11

EXHIBIT A

LEGAL DESCRIPTION

A 15' WIDE PRIVATE STORM DRAIN EASEMENT OVER A PORTION OF A PARCEL DESCRIBED IN THAT CERTAIN DEED TO CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, RECORDED IN THE OFFICE OF THE CONTRA COSTA COUNTY RECORDER FEBRUARY 24, 1958 IN LIBER 3125 AT PAGE 330 OF OFFICIAL RECORDS, LOCATED IN THE CITY OF PINOLE, CONTRA COSTA COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 5126

BEGINNING at a point on the Northwest line of Parcel 1 as said parcel is shown in that "Certificate of Compliance for Lot Line Adjustment" recorded in the office of the Contra Costa County Recorder April 9, 2010, Document 2010-0070986 of Official Records, said point being North 52°53'08" East, 18.68 feet from the Northwest corner thereof; thence from said Point of Beginning southwesterly along said Northwest line South 52°53'08" West, 15.13 feet to a point; thence leaving said Northwest line North 44°41'04" West, 7.05 feet to a point on the Southeast line of Parcel One as said parcel is shown in that "Deed" recorded in the office of the Contra Costa County Recorder January 19, 1956, Liber 2692 at Page 53 of Official Records; thence northeasterly along said Southeast line North 65°13'00" East, 15.95 feet to a point; thence leaving said Southeast line South 44°41'04" East, 3.61 feet to the POINT OF BEGINNING, containing 79.91 square feet, more or less.

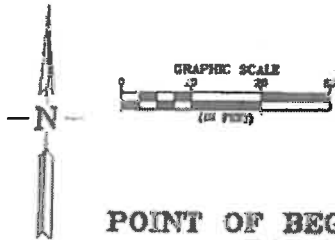
A plat (Exhibit B) showing the above described easement is attached hereto and made a part hereof.





ROBERT A. KARN
& ASSOCIATES, INC.

267 BECK AVENUE
FAIRFACED, CALIFORNIA 94533
Phone: (207) 435-8353 Fax: (207) 435-8983
e-mail: rak@rakengineers.com



POINT OF BEGINNING
PARCEL 5126

S 44°41'04" E, 3.61'
N 65°13'00" E, 15.95'
N 44°41'04" W, 7.05'
3.55'
15.13'
S 52°53'08" W 358.69' (TOTAL)
N 52°53'08" E, 18.68'

STATE OF CALIFORNIA
2692 OR 53, 2687 OR 527
CONTRA COSTA
COUNTY RECORDS

CONTRA COSTA COUNTY
FLOOD CONTROL DISTRICT
86 OR 118, 3125 OR 330
CONTRA COSTA COUNTY
RECORDS

PARCEL 1
CERTIFICATE OF COMPLIANCE
FOR LOT LINE ADJUSTMENT
DOC. NO. 2010-70986
CONTRA COSTA COUNTY
RECORDS



EXHIBIT B

PLAT TO ACCOMPANY THE DESCRIPTION OF PARCEL 5126 BEING
A 15' WIDE PRIVATE STORM DRAIN EASEMENT OVER A PORTION
OF THAT PARCEL PER LIBER 3125, PAGE 330.
CONTRA COSTA COUNTY RECORDS
PINOLE, CONTRA COSTA COUNTY, CALIFORNIA
SCALE: 1"=20' SEPTEMBER 15, 2010
REVISED 10/20/11 SHEET 1 OF 1

EXHIBIT C

Legal Description of Burdened Property

The real property situated partly in the City of Pinole and partly in the County of Contra Costa, State of California, described in the Deed from East Bay Municipal Utility District to Contra Costa County Flood Control and Water Conservation District dated December 20, 1957, and recorded in the Official Records of Contra Costa County on February 24, 1958, in book 3125 at Page 330 as Instrument No. 10407.

Recorded at the request of:
Contra Costa County

Return to:
Contra Costa County
Public Works Department
Real Property Division
255 Glacier Drive
Martinez, CA 94553
Attn: David Kramer

Assessor's Parcel No. 401-310-018

GRANT OF EASEMENT

THIS INDENTURE, made by and between TKG PINOLE VALLEY THREE, LLC, hereinafter called the GRANTOR, and CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a political subdivision of the State of California, hereinafter called the DISTRICT.

WITNESSETH:

That the GRANTOR, for value received, hereby grants to the DISTRICT, and its successors and assigns, a perpetual easement and right of way for ingress and egress purposes (not to be exclusive) over and across that certain real property in the County of Contra Costa, State of California, described as follows:

FOR DESCRIPTION AND PLAT MAP SEE EXHIBIT "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF.

The easement herein granted runs over the real property in the County of Contra Costa, State of California described on Exhibit "C" attached hereto and made a part hereof.

The easement herein granted shall include the right by said DISTRICT, its officers, agents and employees, and by persons under contract with it and their employees whenever and wherever necessary for ingress and egress purposes, to enter upon said land with personnel, vehicles and equipment.

It is understood that DISTRICT is not responsible for repairing or replacing any of GRANTOR's improvements within the easement area described in Exhibit "A" herein, except that DISTRICT shall be responsible for repairing or replacing any of Grantor's existing paved driveway located within the easement area that may be damaged by DISTRICT's use of this easement.

DISTRICT agrees to indemnify, defend and hold harmless GRANTOR for the DISTRICT's

share of liability, as determined by a court of law, for any damage, injury or death of or to any person or the property of any person, including attorneys and expert fees, arising out of the willful misconduct or the negligent acts, errors or omissions of the DISTRICT, its officers, employees, agents and volunteers, in its exercise of this easement or use of the property.

GRANTOR agrees to indemnify, defend and hold harmless DISTRICT for GRANTOR'S share of liability, as determined by a court of law, for any damage, injury or death of or to any person or the property of any person, including attorneys and expert fees, arising out of the willful misconduct or the negligent acts, errors or omissions of GRANTOR, its officers, employees, and agents, in the exercise of this easement or use of the property.

TO HAVE AND TO HOLD, all and singular, the rights above described unto the DISTRICT and the DISTRICT'S successors and assigns forever.

IN WITNESS WHEREOF, the GRANTOR and DISTRICT have executed this indenture this 14th day of February, 2012.

**CONTRA COSTA COUNTY FLOOD
CONTROL AND WATER
CONSERVATION DISTRICT,**

a political subdivision of the State of
California

By: 

Chair, Board of Supervisors

TKG PINOLE VALLEY THREE, LLC,
a California limited liability company

By: TKG Pinole Valley, LLC,
a California limited liability company
Its Sole Member and Manager

By: 

Nancy Kivelson, as trustee of
the TANK Trust UTD 8/5/03,
as amended

Its: Manager

STATE OF CALIFORNIA)
) ss.
COUNTY OF CONTRA COSTA)

On February 28, 2012, before me, Clerk of the Board of Supervisors, Contra Costa County, personally appeared Supervisor Mary N. Piecho, 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: Stacy M Boyd
Deputy Clerk

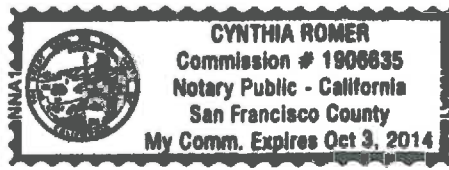
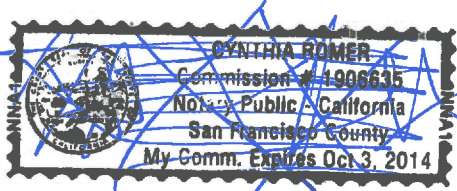
STATE OF CALIFORNIA)
COUNTY OF CONTRA COSTA)

On February 14, 2012 - before me, Cynthia Romer - a Notary Public, personally appeared Nancy L. Khvelson, 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: Cynthia Romer
Notary Public





ROBERT A. KARN & ASSOCIATES, INC.

707 Beck Avenue, Fairfield, California 94533 Phone: (707) 435-9888 Fax: (707) 435-5888

Project No. A06053

September 15, 2010

Revised 10/20/11

Rev. 10/26/11

Rev. 01/11/12

Rev. 01/25/12

Page 1 of 2

EXHIBIT A

LEGAL DESCRIPTION

**AN ACCESS EASEMENT OVER PORTIONS OF PARCEL 1 AND PARCEL 2 PER
THAT CERTIFICATE OF COMPLIANCE RECORDED APRIL 9, 2010 AS
DOCUMENT NO. 2010-70986, CONTRA COSTA COUNTY RECORDS, LOCATED IN
THE CITY OF PINOLE, CONTRA COSTA COUNTY, STATE OF CALIFORNIA,
MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

PARCEL 5127

Beginning at a point on the Easterly line of said Parcel 1, said point being North 05°21'40" West, 15.16 feet from the Southeast corner thereof; thence leaving said Easterly line the following courses: South 84°53'51" West, 166.96 feet; thence South 46°11'23" West, 15.51 feet to a point on the Easterly line of that land granted to the Contra Costa County Flood Control and Water Conservation District, a political subdivision in that Deed dated December 20, 1957, recorded in the office of the Contra Costa County Recorder February 24, 1958 in Liber 3125 Page 330, thence northwesterly along said Easterly line North 43°48'37" West, 17.42 feet; thence leaving said line North 22°33'11" East, 8.34 feet; thence North 41°43'26" West, 149.78 feet; thence South 48°16'34" West, 8.94 feet to a point on the above mentioned Easterly line; thence northwesterly along said Easterly line North 40°58'47" West, 12.00 feet; thence leaving said line North 48°16'34" East, 8.78 feet; thence North 41°43'26" West, 47.53 feet; thence North 27°49'03" West, 12.76 feet; thence South 62°10'57" West, 9.94 feet to a point on said Easterly line; thence northwesterly along said Easterly line North 31°04'09" West, 12.02 feet; thence leaving said line North 62°10'57" East, 10.62 feet; thence North 27°49'03" West, 70.06 feet; thence North 14°13'40" West 249.83 feet to a point on the Northerly line of said Parcel 1, said point being North 52°53'08" East, 21.87 feet from the Northwest corner of those Parcels granted to the Contra Costa County Flood Control and Water Conservation District, a political subdivision in that Grant of Easement recorded in the office of the Contra Costa County Recorder July 27, 1960 in Liber 3669 Page 260; thence northeasterly along said Northerly line North 52°53'08" East, 43.03 feet; thence leaving said line South 40°38'15" East, 42.33 feet; thence North 55°26'25" East, 38.47 feet; thence North 23°19'36" East, 36.46 feet; thence North 45°44'46" East, 94.78 feet; thence North 56°52'02" East, 200.48 feet to a point on the Westerly line of said Parcel 2, said point being South 7°13'20" West, 29.76 feet from the Northwest corner thereof; thence leaving said Westerly line and continuing North 56°52'02" East, 129.47 feet to the point of a non-tangent curve concave to the southwest, the radius point of which bears South 69°13'43" West, 191.00 feet; thence southerly along said curve through a central angle of



Project No. A06053
September 15, 2010
Revised 10/20/11
Rev. 10/26/11
Rev. 01/11/12
Rev. 01/25/12
Page 2 of 2

06°13'42", an arc length of 20.76; thence South 56°52'02" West, 138.15 feet to a point on the Southwesterly line of said Parcel 2, said point being North 27°29'11" West, 123.64 feet from the Southwest corner thereof; thence leaving said Southwesterly line and continuing South 56°52'02" West, 184.32 feet; thence South 45°44'46" West, 88.87 feet; thence South 23°19'36" West, 38.26 feet; thence South 55°26'25" West, 92.65 feet; thence South 14°13'40" East, 190.69 feet; thence South 27°49'03" East, 90.00 feet; thence South 41°43'26" East, 210.87 feet; thence North 84°53'51" East, 167.55 feet to a point on the Easterly line of said Parcel 1; thence southeasterly along said Easterly line South 05°21'40" East, 20.00 feet to the POINT OF BEGINNING, containing 27,223 square feet or 0.62 acres, more or less.

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



RAK
CIVIL ENGINEERS

ROBERT A. KARN
& ASSOCIATES, INC.

707 BECK AVENUE
FAIRFIELD, CALIFORNIA 94533
Phone: (707) 435-9988 Fax: (707) 435-9988
e-mail: rak@rakengineers.com

MATCH LINE
SEE SHEET 2

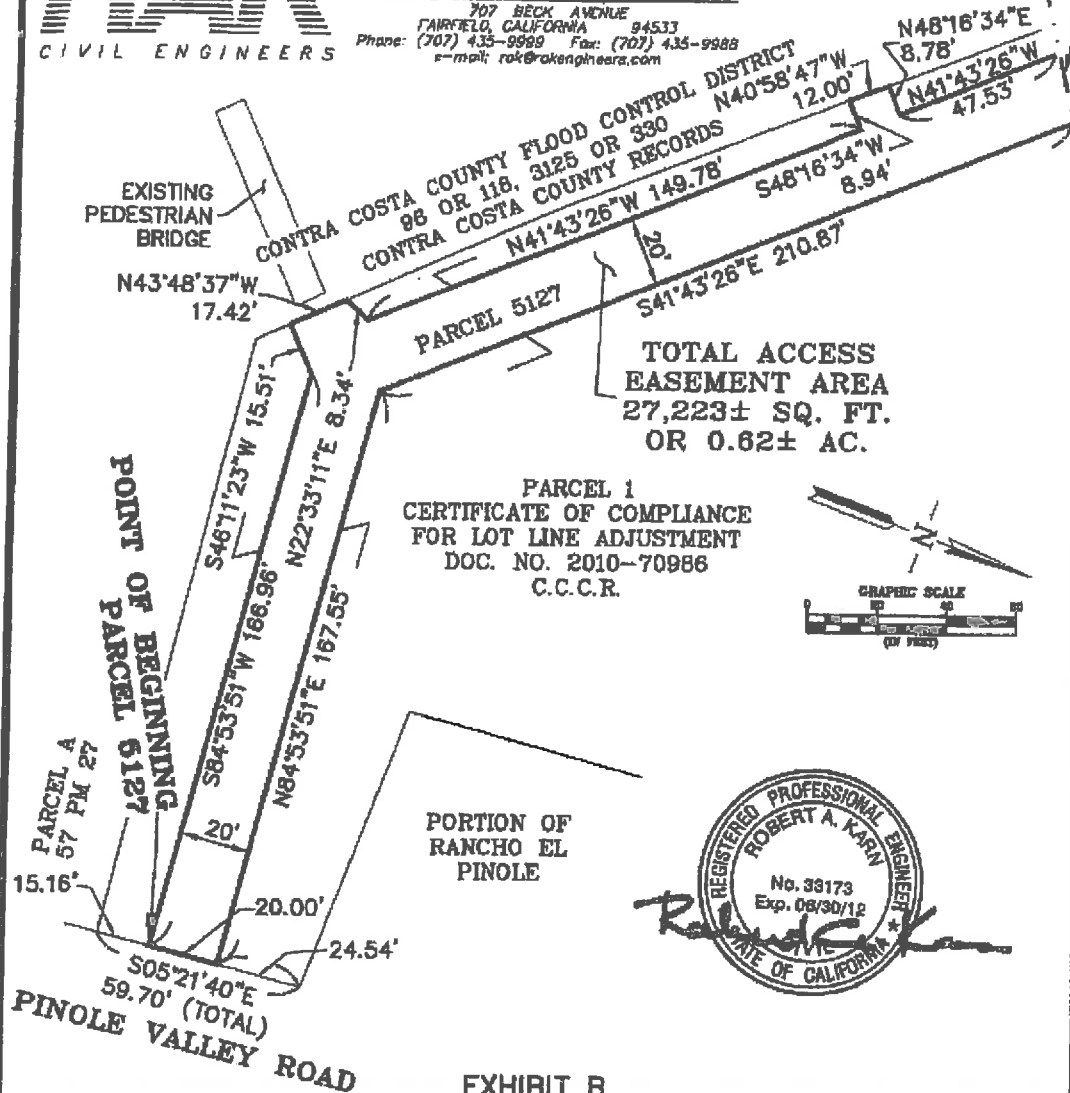


EXHIBIT B

PLAT TO ACCOMPANY THE DESCRIPTION OF PARCEL 5127 BEING
AN ACCESS EASEMENT, OVER PORTIONS OF PARCELS 1 AND 2,
CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT,
RECORDED APRIL 9, 2010 AS DOC. NO. 2010-70986,
CONTRA COSTA COUNTY RECORDS
PINOLE, CONTRA COSTA COUNTY, CALIFORNIA

SCALE: 1"=40' SEPTEMBER 15, 2010,
REV. 10/20/11, 10/26/11, 01/11/12, 01/25/12

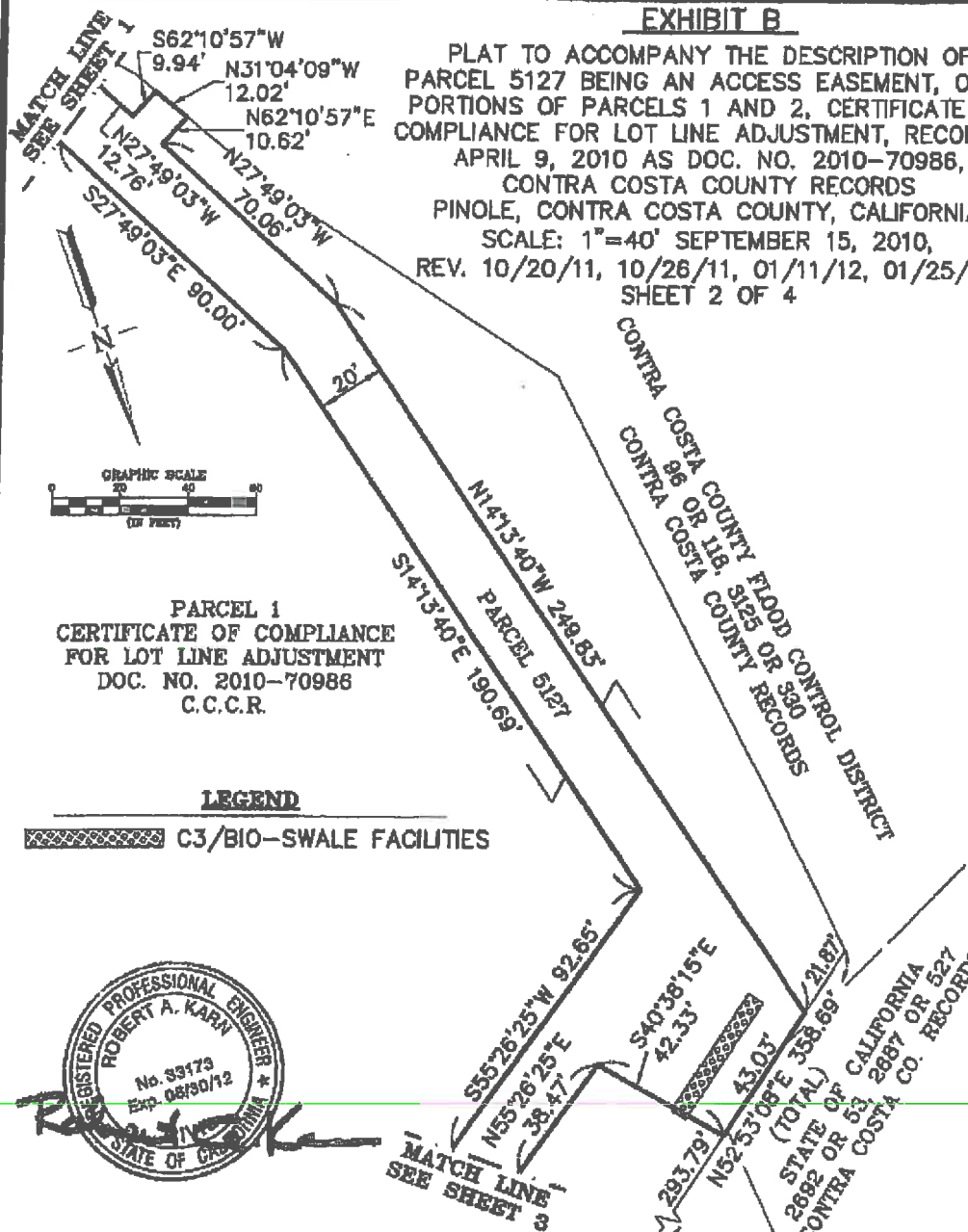
SHEET 1 OF 4

08053/CW4/CED-CW4-A-Access-Pinole-Sheet-1.dwg

CCCFC&WCO DRAWING NO. FA 20,045

EXHIBIT B

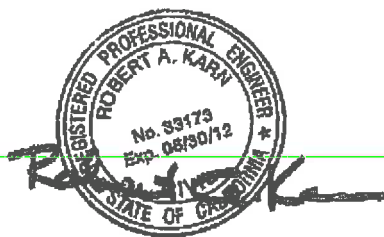
PLAT TO ACCOMPANY THE DESCRIPTION OF
PARCEL 5127 BEING AN ACCESS EASEMENT, OVER
PORTIONS OF PARCELS 1 AND 2, CERTIFICATE OF
COMPLIANCE FOR LOT LINE ADJUSTMENT, RECORDED
APRIL 9, 2010 AS DOC. NO. 2010-70986,
CONTRA COSTA COUNTY RECORDS
PINOLE, CONTRA COSTA COUNTY, CALIFORNIA
SCALE: 1"=40' SEPTEMBER 15, 2010,
REV. 10/20/11, 10/26/11, 01/11/12, 01/25/12
SHEET 2 OF 4



PARCEL 1
CERTIFICATE OF COMPLIANCE
FOR LOT LINE ADJUSTMENT
DOC. NO. 2010-70986
C.C.C.R.

LEGEND

C3/BIO-SWALE FACILITIES



RAK
CIVIL ENGINEERS
A20531/DW/CUC/CMU/Access/Para/45A.dwg

ROBERT A. KARN
& ASSOCIATES, INC.

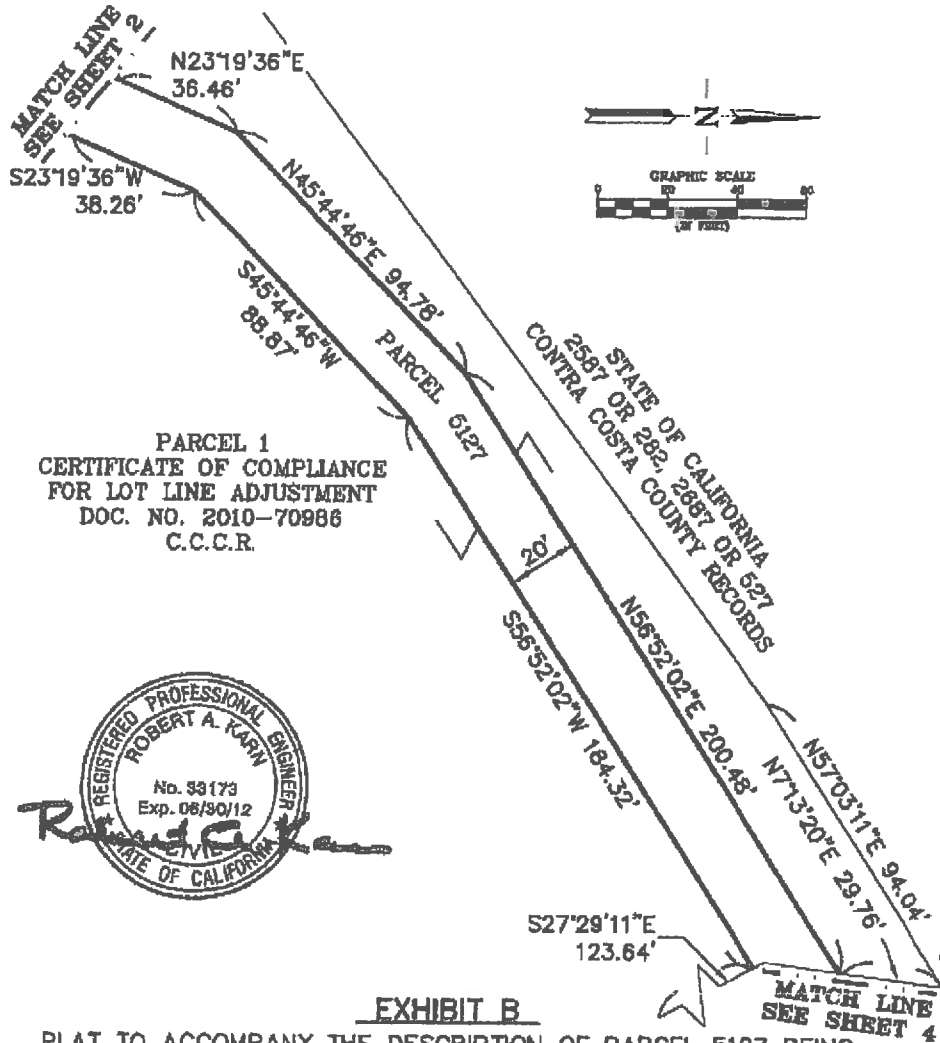
707 BECK AVENUE 94533
FAIRFIELD, CALIFORNIA
Phone: (707) 435-9999 Fax: (707) 435-9988
e-mail: rak@rakengineers.com

CCCFC&WCD DRAWING NO. FA 20,045

RAK
CIVIL ENGINEERS

ROBERT A. KARN
& ASSOCIATES, INC.

707 BECK AVENUE
FAIRFIELD, CALIFORNIA 94533
Phone: (707) 435-9988 Fax: (707) 435-9988
e-mail: rak@rakengineers.com



PARCEL 1
CERTIFICATE OF COMPLIANCE
FOR LOT LINE ADJUSTMENT
DOC. NO. 2010-70986
C.C.C.R.



EXHIBIT B

PLAT TO ACCOMPANY THE DESCRIPTION OF PARCEL 5127 BEING
AN ACCESS EASEMENT, OVER PORTIONS OF PARCELS 1 AND 2,
CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT,
RECORDED APRIL 9, 2010 AS DOC. NO. 2010-70986,
CONTRA COSTA COUNTY RECORDS
PINOLE, CONTRA COSTA COUNTY, CALIFORNIA
SCALE: 1"=40' SEPTEMBER 15, 2010,
REV. 10/20/11, 10/26/11, 01/11/12, 01/25/12
SHEET 3 OF 4

ATEC&S/DMS/EGG(DMC)-AccessEasement-Parcel5127.dwg

CCCFC&WCD DRAWING NO. FA 20,045

**ROBERT A. KARN
& ASSOCIATES, INC.**
707 BECK AVENUE
FAIRFIELD, CALIFORNIA 94533
Phone: (707) 435-9999 Fax: (707) 435-9999
e-mail: raka@rakeengineers.com

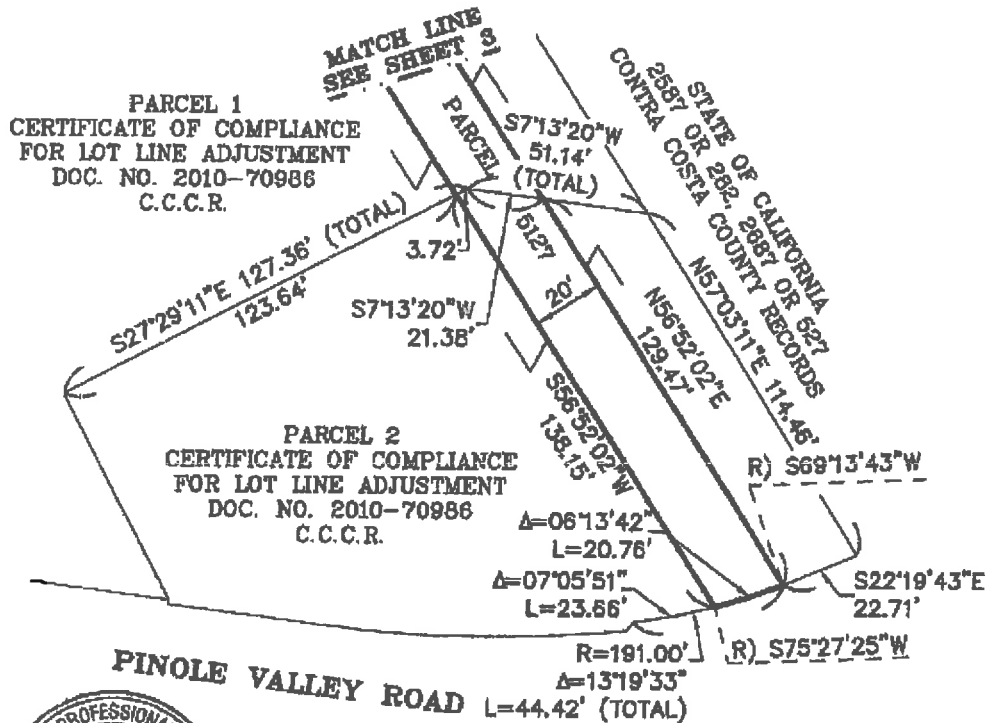
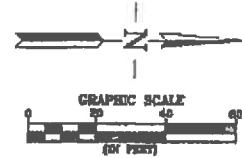


EXHIBIT B

PLAT TO ACCOMPANY THE DESCRIPTION OF PARCEL 5127 BEING
AN ACCESS EASEMENT, OVER PORTIONS OF PARCELS 1 AND 2,
CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT,
RECORDED APRIL 9, 2010 AS DOC. NO. 2010-70986,

CONTRA COSTA COUNTY RECORDS
PINOLE, CONTRA COSTA COUNTY, CALIFORNIA

SCALE: 1"=40' SEPTEMBER 15, 2010.

REV. 10/20/11, 10/26/11, 01/11/12, 01/25/12

SHEET 4 OF 4

AC6313/3/PA:7/CCFCBC-1 - Access: 2017-07-05 10:05:00

CCCFC&WCD DRAWING NO. FA 20,045

EXHIBIT C

Legal Description of Burdened Property

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

Commencing at city monument on Pinole Valley Road, said monument bears 7°13' 20" East, 10.00 feet from the intersection of the centerline of Estates Avenue and the monumented line of Pinole Valley Road as shown on the Map entitled Tract 2296, filed for Record in the Official Records of the County Recorder on January 30, 1959, in Book 72, pages 5 and 6; thence from said point of commencement North 7° 13' 20" East 72.04 feet and North 82° 46' 40" West, 36.50 feet to a point on the Westerly line of the parcel of land in Deed to City of Pinole, recorded February 25, 1974 in the Office of the Contra Costa County Recorder, Book 7163, at page 564 of Official Records, said point being the Point of Beginning; thence North 82° 46' 40" West, 3.50 feet to a point on the Easterly line of the parcel of land described in Document No. 2001-184323, recorded in the Office of the Contra Costa County Recorder, June 28, 2001; thence leaving said Easterly line South 61° 42' 50" West, 65.57 feet; thence North 27° 29' 11" West, 127.36 feet; thence North 7°13' 20" East, 51.14 feet; thence North 57° 03' 11" East, 119.01 feet to the point of a non-tangent curve to the right, of which the radius point lies South 63° 01' 44" West, 195.00 feet; thence Southerly along the arc, through a central angle of 20°49' 36", an arc length of 70.88 feet to a point of compound curve to the right having a radius of 370.00 feet, through a central angle of 13° 12' 00"; thence Southerly, an arc length of 85.24 feet; thence South 7° 13' 20" West, 45.55 feet to the point of beginning.

Excepting therefrom all gas, oil, and other minerals, together with the right to explore for, develop and produce the same, and the right to lease for such purposes as referred to in the Corporate Grant Deed, recorded July 13, 1998, Instrument No. 98-160747, Official Records.

Said parcel is further described as Parcel 2 in that certain Certificate of Compliance for Lot Line Adjustment, recorded April 9, 2010, Instrument No. 2010-70986, Official Records.

APN: 401-310-018

Recorded at the request of:
Contra Costa County

Return to:
Contra Costa County
Public Works Department
Real Property Division
255 Glacier Drive
Martinez, CA 94553
Attn: David Kramer

Assessor's Parcel No. 401-310-002, 401-310-003, 401-310-017 and 401-310-019

GRANT OF EASEMENT

THIS INDENTURE, made by and between THE CITY OF PINOLE, a municipal corporation, hereinafter called the GRANTOR, and CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a political subdivision of the State of California, hereinafter called the DISTRICT.

WITNESSETH:

That the GRANTOR, for value received, hereby grants to the DISTRICT, and its successors and assigns, a perpetual easement and right of way for ingress and egress purposes (not to be exclusive) over and across that certain real property in the County of Contra Costa, State of California, described as follows:

FOR DESCRIPTION AND PLAT MAP SEE EXHIBIT "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF.

The easement herein granted runs over the real property in the County of Contra Costa, State of California described on Exhibit "C" attached hereto and made a part hereof.

The easement herein granted shall include the right by said DISTRICT, its officers, agents and employees, and by persons under contract with it and their employees whenever and wherever necessary for ingress and egress purposes, to enter upon said land with personnel, vehicles and equipment.

It is understood that DISTRICT is not responsible for repairing or replacing any of GRANTOR's improvements within the easement area described in Exhibit "A" herein (including the C3/Bio-Swale facilities within the area described in Exhibit "A" herein and shown on Exhibit "B" herein), except that DISTRICT shall be responsible for repairing or replacing any of Grantor's existing paved driveway located within the easement area that may be damaged by DISTRICT'S use of this easement.

DISTRICT agrees to indemnify, defend and hold harmless GRANTOR for the DISTRICT'S share of liability, as determined by a court of law, for any damage, injury or death of or to any person or the property of any person, including attorneys and expert fees, arising out of the willful misconduct or the negligent acts, errors or omissions of the DISTRICT, its officers, employees, agents and volunteers, in its exercise of this easement or use of the property.

GRANTOR agrees to indemnify, defend and hold harmless DISTRICT for GRANTOR'S share of liability, as determined by a court of law, for any damage, injury or death of or to any person or the property of any person, including attorneys and expert fees, arising out of the willful misconduct or the negligent acts, errors or omissions of GRANTOR, its officers, employees, and agents, in the exercise of this easement or use of the property.

It is further understood that, should DISTRICT require additional use of that portion of real property described in Exhibit "C" that fronts Pinole Creek, DISTRICT will obtain a right of entry permit from GRANTOR. Said right of entry permit from GRANTOR shall not be unreasonably withheld.

Page intentionally left blank

TO HAVE AND TO HOLD, all and singular, the rights above described unto the DISTRICT and the DISTRICT's successors and assigns forever.

IN WITNESS WHEREOF, the GRANTOR and DISTRICT have executed this indenture this 28th day of February, 2012.

DISTRICT:

CONTRA COSTA COUNTY FLOOD
CONTROL AND WATER CONSERVATION
DISTRICT,
a political subdivision of the State of
California

By: 
Name: _____
Its: Chair, Board of Supervisors

GRANTOR:

CITY OF PINOLE,
a municipal corporation

By: Belinda B. Espinosa
Belinda B. Espinosa
Its: City Manager

ATTEST:

By: Patricia Athenour
Patricia Athenour, MMC, City Clerk

REVIEWED AS TO FORM:

By: B. J. J.
City Attorney

STATE OF CALIFORNIA)
) ss.
COUNTY OF CONTRA COSTA)

On February 28, 2012, before me, Clerk of the Board of Supervisors, Contra Costa County, personally appeared Supervisor MARY N. PIEPKO, 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: Stacey M. Boyd
Deputy Clerk

DK:sm

G:\realprop\David\Pinole Redevelopment\EA.06 Grant of Easement County (Ingress-Egress).doc

STATE OF CALIFORNIA

COUNTY OF

Contra Costa

)
) SS
)

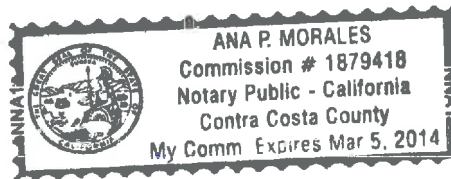
On 2/14/12, before me, Ana P. Morales, a Notary Public, personally appeared Belinda B. Caspense, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their 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.

Ana P. Morales

Notary Public





ROBERT A. KARN & ASSOCIATES, INC.
707 Rock Avenue, Fairfield, California 94583 Phone: (707) 435-9028 Fax: (707) 435-5099

Project No. A06053
September 15, 2010
Revised 10/20/11
Rev. 10/26/11
Rev. 01/11/12
Rev. 01/25/12
Page 1 of 2

EXHIBIT A

LEGAL DESCRIPTION

**AN ACCESS EASEMENT OVER PORTIONS OF PARCEL 1 AND PARCEL 2 PER
THAT CERTIFICATE OF COMPLIANCE RECORDED APRIL 9, 2010 AS
DOCUMENT NO. 2010-70986, CONTRA COSTA COUNTY RECORDS, LOCATED IN
THE CITY OF PINOLE, CONTRA COSTA COUNTY, STATE OF CALIFORNIA,
MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

PARCEL 5127

Beginning at a point on the Easterly line of said Parcel 1, said point being North 05°21'40" West, 15.16 feet from the Southeast corner thereof; thence leaving said Easterly line the following courses: South 84°53'51" West, 166.96 feet; thence South 46°11'23" West, 15.51 feet to a point on the Easterly line of that land granted to the Contra Costa County Flood Control and Water Conservation District, a political subdivision in that Deed dated December 20, 1957, recorded in the office of the Contra Costa County Recorder February 24, 1958 in Liber 3125 Page 330, thence northwesterly along said Easterly line North 43°48'37" West, 17.42 feet; thence leaving said line North 22°33'11" East, 8.34 feet; thence North 41°43'26" West, 149.78 feet; thence South 48°16'34" West, 8.94 feet to a point on the above mentioned Easterly line; thence northwesterly along said Easterly line North 40°58'47" West, 12.00 feet; thence leaving said line North 48°16'34" East, 8.78 feet; thence North 41°43'26" West, 47.53 feet; thence North 27°49'03" West, 12.76 feet; thence South 62°10'57" West, 9.94 feet to a point on said Easterly line; thence northwesterly along said Easterly line North 31°04'09" West, 12.02 feet; thence leaving said line North 62°10'57" East, 10.62 feet; thence North 27°49'03" West, 70.06 feet; thence North 14°13'40" West 249.83 feet to a point on the Northerly line of said Parcel 1, said point being North 52°53'08" East, 21.87 feet from the Northwest corner of those Parcels granted to the Contra Costa County Flood Control and Water Conservation District, a political subdivision in that Grant of Easement recorded in the office of the Contra Costa County Recorder July 27, 1960 in Liber 3669 Page 260; thence northeasterly along said Northerly line North 52°53'08" East, 43.03 feet; thence leaving said line South 40°38'15" East, 42.33 feet; thence North 55°26'25" East, 38.47 feet; thence North 23°19'36" East, 36.46 feet; thence North 45°44'46" East, 94.78 feet; thence North 56°52'02" East, 200.48 feet to a point on the Westerly line of said Parcel 2, said point being South 7°13'20" West, 29.76 feet from the Northwest corner thereof; thence leaving said Westerly line and continuing North 56°52'02" East, 129.47 feet to the point of a non-tangent curve concave to the southwest, the radius point of which bears South 69°13'43" West, 191.00 feet; thence southerly along said curve through a central angle of



Project No. A06053
September 15, 2010
Revised 10/20/11
Rev. 10/26/11
Rev. 01/11/12
Rev. 01/25/12
Page 2 of 2

06°13'42", an arc length of 20.76; thence South 56°52'02" West, 138.15 feet to a point on the Southwesterly line of said Parcel 2, said point being North 27°29'11" West, 123.64 feet from the Southwest corner thereof; thence leaving said Southwesterly line and continuing South 56°52'02" West, 184.32 feet; thence South 45°44'46" West, 88.87 feet; thence South 23°19'36" West, 38.26 feet; thence South 55°26'25" West, 92.65 feet; thence South 14°13'40" East, 190.69 feet; thence South 27°49'03" East, 90.00 feet; thence South 41°43'26" East, 210.87 feet; thence North 84°53'51" East, 167.55 feet to a point on the Easterly line of said Parcel 1; thence southeasterly along said Easterly line South 05°21'40" East, 20.00 feet to the POINT OF BEGINNING, containing 27,223 square feet or 0.62 acres, more or less.

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



RAK
CIVIL ENGINEERS

ROBERT A. KARN
& ASSOCIATES, INC.

307 BELY AVENUE
FARMFIELD, CALIFORNIA 94531
Phone: (707) 435-9999 Fax: (707) 435-9999
e-mail: rak@rakengineers.com

MATCH LINE
SEE SHEET 2

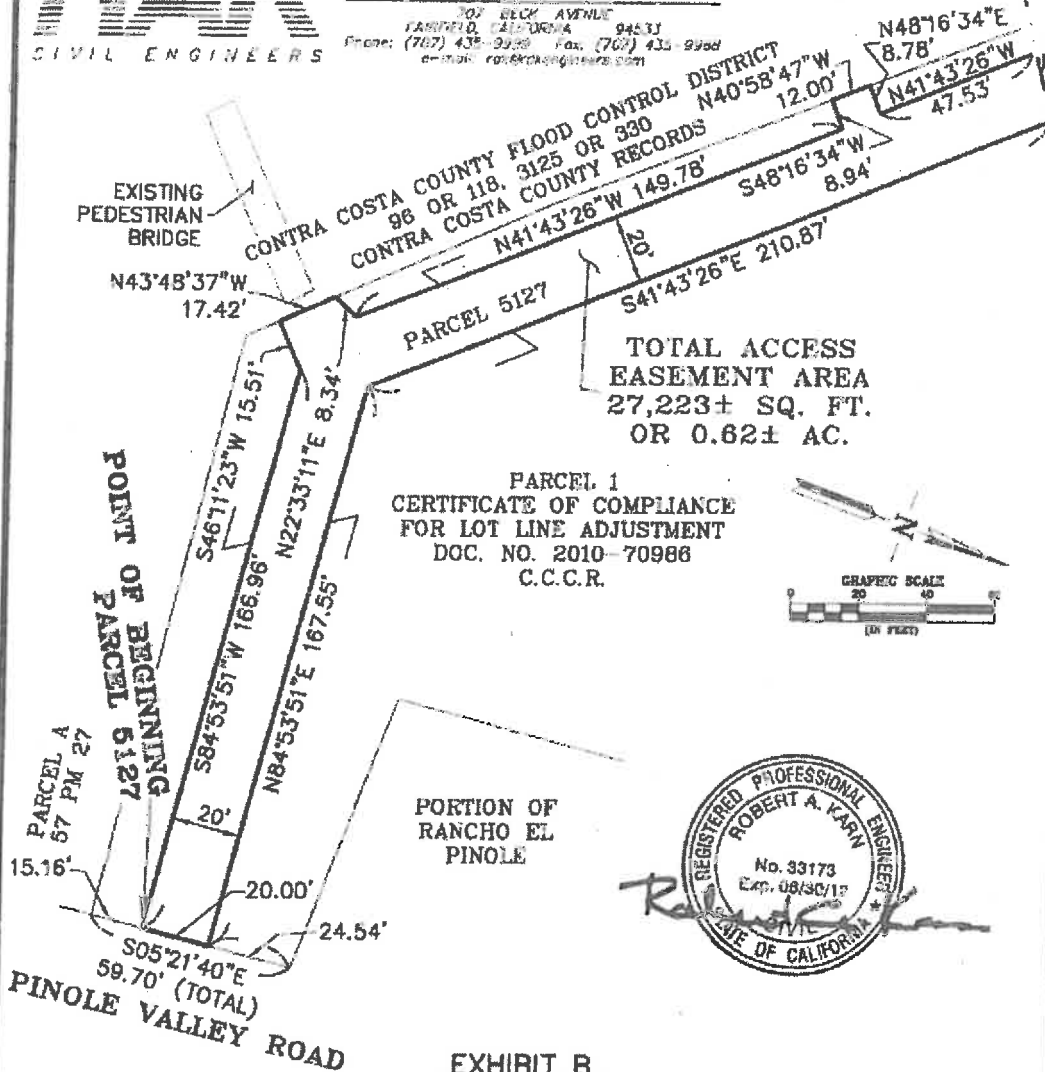


EXHIBIT B

PLAT TO ACCOMPANY THE DESCRIPTION OF PARCEL 5127 BEING
AN ACCESS EASEMENT, OVER PORTIONS OF PARCELS 1 AND 2,
CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT,
RECORDED APRIL 9, 2010 AS DOC. NO. 2010-70986,
CONTRA COSTA COUNTY RECORDS
PINOLE, CONTRA COSTA COUNTY, CALIFORNIA

SCALE: 1"=40' SEPTEMBER 15, 2010,

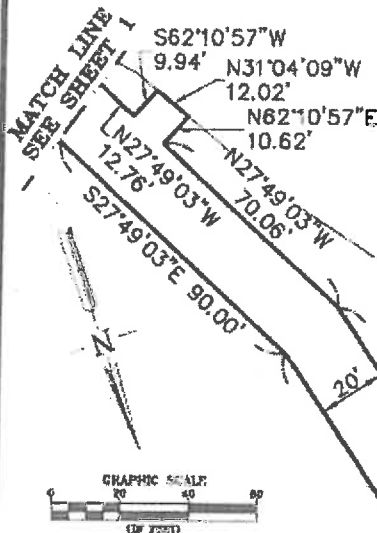
REV. 10/20/11, 10/26/11, 01/11/12, 01/25/12

SHEET 1 OF 4

CONTRACT DRAWING NO. 1A 20,045

EXHIBIT B

PLAT TO ACCOMPANY THE DESCRIPTION OF
PARCEL 5127 BEING AN ACCESS EASEMENT, OVER
PORTIONS OF PARCELS 1 AND 2, CERTIFICATE OF
COMPLIANCE FOR LOT LINE ADJUSTMENT, RECORDED
APRIL 9, 2010 AS DOC. NO. 2010-70986,
CONTRA COSTA COUNTY RECORDS
PINOLE, CONTRA COSTA COUNTY, CALIFORNIA
SCALE: 1"=40' SEPTEMBER 15, 2010,
REV. 10/20/11, 10/26/11, 01/11/12, 01/25/12
SHEET 2 OF 4



PARCEL 1
CERTIFICATE OF COMPLIANCE
FOR LOT LINE ADJUSTMENT
DOC. NO. 2010-70986
C.C.C.R.

LEGEND
C3/BIO-SWALE FACILITIES



RAK
CIVIL ENGINEERS

ROBERT A. KARN
& ASSOCIATES, INC.

707 BECK AVENUE #4533
TAYLOR, CALIFORNIA 94593
Phone: (707) 435-9959 Fax: (707) 435-9988
e-mail: rak@rakengineering.com

CADDWORK DRAWING NO. FA 20,045

RAK
CIVIL ENGINEERS

ROBERT A. KARN
& ASSOCIATES, INC.

707 BERRY AVENUE
FAIRFIELD, CALIFORNIA 94533
Phone: (707) 435-8959 Fax: (707) 435-8968
e-mail: rak@rakengineers.com

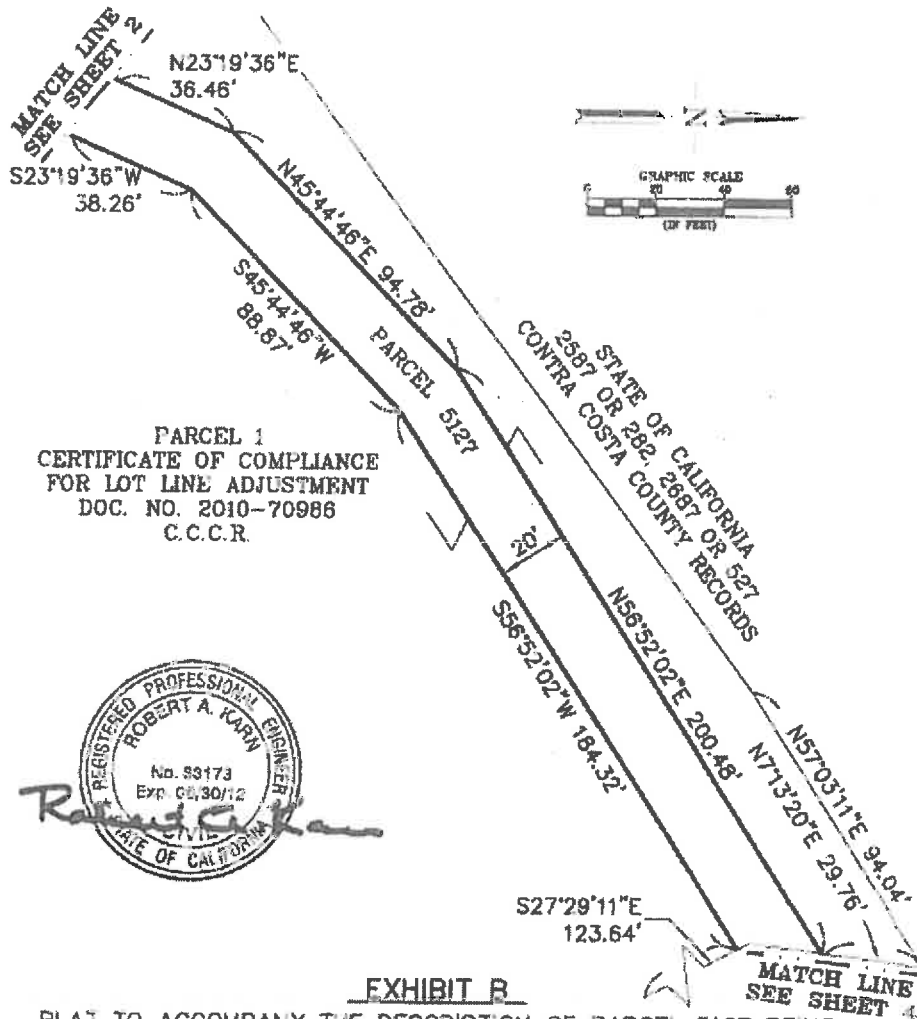


EXHIBIT B

PLAT TO ACCOMPANY THE DESCRIPTION OF PARCEL 5127 BEING
AN ACCESS EASEMENT, OVER PORTIONS OF PARCELS 1 AND 2,
CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT,
RECORDED APRIL 9, 2010 AS DOC. NO. 2010-70986,
CONTRA COSTA COUNTY RECORDS

PINOLE, CONTRA COSTA COUNTY, CALIFORNIA

SCALE: 1"=40' SEPTEMBER 15, 2010,

REV. 10/20/11, 10/26/11, 01/11/12, 01/25/12

SHEET 3 OF 4

CC/C&W/D DRAWING NO. FA 20.045



ROBERT A. KARN
& ASSOCIATES, INC.

707 ROCK AVENUE 94533
FAIRFIELD, CALIFORNIA
Phone: (707) 435-9999 Fax: (707) 435-9999
e-mail: rak@rakengineers.com

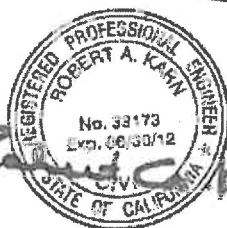
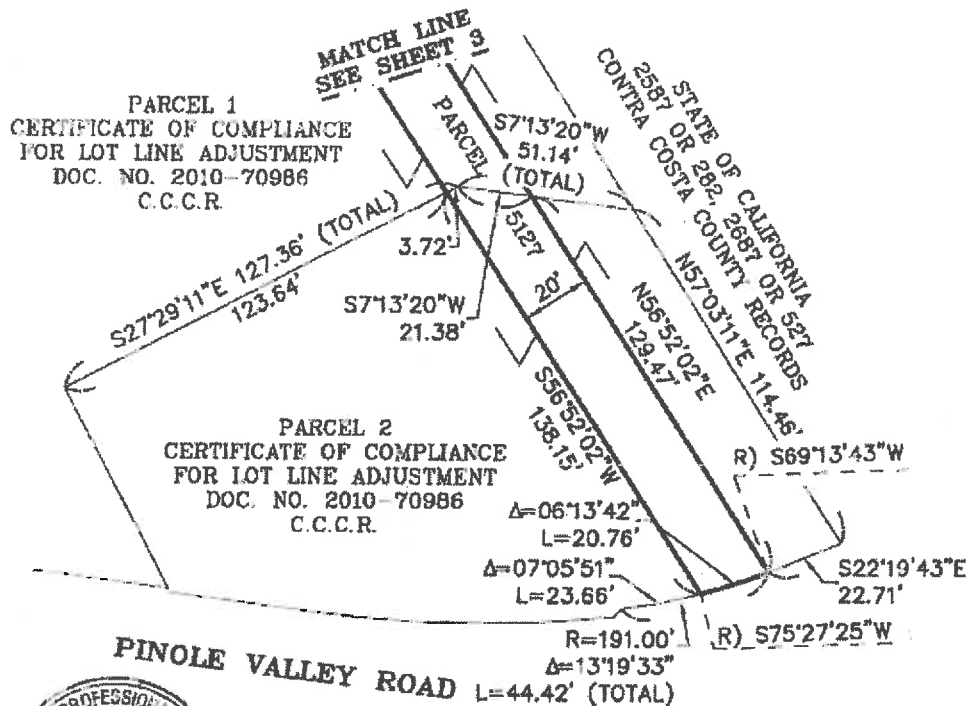


EXHIBIT B

PLAT TO ACCOMPANY THE DESCRIPTION OF PARCEL 5127 BEING
AN ACCESS EASEMENT, OVER PORTIONS OF PARCELS 1 AND 2,
CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT,
RECORDED APRIL 9, 2010 AS DOC. NO. 2010-70986,

CONTRA COSTA COUNTY RECORDS
PINOLE, CONTRA COSTA COUNTY, CALIFORNIA

SCALE: 1"=40' SEPTEMBER 15, 2010,

REV. 10/20/11, 10/26/11, 01/11/12, 01/25/12

SHEET 4 OF 4

CCDC&WCD DRAWING NO. FA 20.045

EXHIBIT C

Legal Description of Burdened Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PINOLE IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel One:

Being a portion of the Rancho El Pinole, described as follows:

Commencing at a city monument on Pinole Valley Road, said monument bears North 7° 13' 20" East, 10.00 feet from the intersection of the center line of Estates Avenue and the monumented line of Pinole Valley Road as shown on the map of Tract 2296, filed in Map Book 72, Pages 5-6, on January 30, 1959, in the office of the Contra Costa County Recorder; thence from said point of commencement, North 7° 13' 20" East 72.04 feet and North 82° 46' 40" West 36.50 feet to a point on the Westerly line of the parcel of land described in the deed to the City of Pinole, recorded February 25, 1974, in Book 7163, Page 564 of Official Records; thence North 82° 46' 40" West, 3.50 feet to a point on the East line of the parcel of land described in Document Number 2001-184323, Official Records, recorded in the Office of the Contra Costa County Recorder, June 28, 2001, said point being the Point of Beginning; thence South 7° 13' 20" West, 284.25 feet to a point of a non-tangent curve to the left, of which the radius point lies South 82° 46' 34" East, 840.00 feet; thence Southerly along the arc, through a central angle of 8° 24' 20", an arc length of 123.23 feet; thence North 89° 03' 40" West, 84.78 feet; thence South 5° 03' 40" East, 150.00 feet; thence South 89° 03' 40" East, 83.32 feet; thence South 5° 21' 40" East, 59.70 feet; thence South 83° 54' 35" West, 172.40 feet; thence North 43° 48' 37" West, 97.34 feet; thence North 40° 58' 47" West, 150.71 feet; thence North 31° 04' 09" West, 57.70 feet; thence North 37° 15' 52" West, 95.89 feet; thence 7° 30' 15" West, 188.99 feet; thence North 52° 53' 08" East, 358.69 feet; thence North 57° 03' 11" East, 94.04 feet; thence South 7° 13' 20" West, 51.14 feet; thence South 27° 29' 11" East, 127.36 feet; thence North 61° 42' 50" East, 65.57 feet to the Point of Beginning.

Said parcel is further described as Parcel 1 in that certain Certificate of Compliance for Lot Line Adjustment, recorded April 9, 2010, Instrument No. 2010-70986, Official Records.

APN: 401-310-002, 401-310-003, 401-310-017 & 401-310-019