

RECORDED AT REQUEST OF:
City of Richmond City Clerk

WHEN RECORDED MAIL TO:
City of Richmond
City Clerk's Office
450 Civic Center Plaza, Suite 300
Richmond, CA 94804

**NO RECORDING FEE PURSUANT TO
GOVERNMENT CODE SECTION 27383**

CONTRA COSTA Co Recorder Office

JOSEPH CANCIAMILLA, Clerk - Recorder

DOC - 2017 - 0136076 - 00

Friday, JUL 28, 2017 14:43:23

FRE \$0.00

Ttl Pd \$0.00 Nbr-0002982829

kat / R6 / 1-3



DOCUMENT TITLE

RESOLUTION NO. 35-17

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHMOND,
CALIFORNIA TO APPROVE IN CONNECTION WITH THE "BOTTOMS PROPERTY
RESIDENTIAL PROJECT" OF SHEA HOMES, INC.: 1) RIGHT OF ENTRY AND
EASEMENT AGREEMENT FOR A NEW DRIVEWAY AS A SECONDARY INGRESS
AND EGRESS AT CANAL BOULEVARD; AND 2) ACCEPTANCE OF GRANT OF
PUBLIC ACCESS EASEMENT FROM BOTTOMS PROPERTY AND TERMINATION
OF EXISTING EASEMENT FOR ROADWAY CONSTRUCTION RECORDED
SEPTEMBER 24, 2008**

RESOLUTION NO. 35-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHMOND, CALIFORNIA TO APPROVE IN CONNECTION WITH THE "BOTTOMS PROPERTY RESIDENTIAL PROJECT" OF SHEA HOMES, INC.: 1) RIGHT OF ENTRY AND EASEMENT AGREEMENT FOR A NEW DRIVEWAY AS A SECONDARY INGRESS AND EGRESS AT CANAL BOULEVARD; AND 2) ACCEPTANCE OF GRANT OF PUBLIC ACCESS EASEMENT FROM BOTTOMS PROPERTY AND TERMINATION OF EXISTING EASEMENT FOR ROADWAY CONSTRUCTION RECORDED SEPTEMBER 24, 2008

WHEREAS, the Developer, SHEA HOMES LP, A DELAWARE CORPORATION has entered into an Improvement Agreement with the City of Richmond for the construction of streets, sidewalks, drainage facilities, water service, joint trench, street lights and landscaping based on the approved Final Map.

WHEREAS, the project consists of several private roads on site; and

WHEREAS, the project design has no plan to gate the private road to restrict the public vehicle access; and

WHEREAS, the project was conditionally approved with a proposed secondary access to the project site at Canal Boulevard; and

WHEREAS, the project has selected two particular private road segments for public access which were designed to connect the public road Seacliff Drive to the secondary access through private road but terminate at the west end before it connected to Canal Boulevard; and

WHEREAS, the project needs a right of way for the length for the construction of the secondary access at Canal Boulevard; and

WHEREAS, the Developer Shea Home LP is seeking for the Right of Entry and Easement Agreement to be granted by the City to gain legal right of way for the length of City property for extending the private road to complete the secondary access at Canal Boulevard; and

WHEREAS, the Bottoms Property project's final plan incorporated a road with an overlap function that allow both private & public accesses for vehicular traffic and pedestrian and the Developer keeps 100% responsibility over road maintenance for this selected segment for which a "Right of Entry and Easement Agreement" attached as Exhibit A, is proposed for City acceptance; and

WHEREAS, the Developer considers the public access function described in the "Grant of Road Easement" recorded 9/24/2008 can be satisfied and substituted by the above "Grant of Public Easement" for which the Developer proposed a consolidation of easement by the new "Grant of Public Access Easement and Termination of Road Easement" attached as Exhibit B, which would terminate the 9/24/2008 easement upon City approval; and

WHEREAS, staff will take all necessary actions upon City Council approval to finalize the agreement between the Developer and the City; and

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Richmond hereby approve the proposed "Right of Entry and Easement Agreement" and "Grant of Public Access Easement and Termination of Road Easement."

BE IT FURTHER RESOLVED upon approval by the members of the City Council that the Mayor on behalf of the City is directed and authorized to execute the "Right of Entry and Easement Agreement" and "Grant of Public Access Easement and Termination of Road Easement" to carry out the Developer's intent delineated in this resolution.

BE IT FURTHER RESOLVED that the Clerk of the City of Richmond is hereby instructed to record this Resolution with the Office of the Recorder of Contra Costa County, California.

I certify that the foregoing resolution was passed and adopted by the Council of the City of Richmond at a regular meeting thereof held April 18, 2017, by the following vote:

AYES: Councilmembers Choi, Martinez, McLaughlin, Myrick, Willis, Vice Mayor Beckles, and Mayor Butt.

NOES: None.

ABSTENTIONS: None.

ABSENT: None.

PAMELA CHRISTIAN
CLERK OF THE CITY OF RICHMOND
(SEAL)

Approved:

TOM BUTT
Mayor

Approved as to form:

BRUCE GOODMILLER
City Attorney

State of California }
County of Contra Costa : ss.
City of Richmond }

I certify that the foregoing is a true copy of **Resolution No. 35-17**, finally passed and adopted by the City Council of the City of Richmond at a regular meeting held on April 18, 2017.



Pamela Christian, Clerk of the City of Richmond

Exhibit A: Right of Entry and Easement Agreement
Exhibit B: Grant of Public Access Easement and Termination of Road Easement

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

City of Richmond
440 Civic Center Plaza
Richmond, CA 94804
Attn: Executive Director

No fee for recording pursuant to
Government Code Section 27383



CONTRA COSTA Co Recorder Office
JOSEPH CANCIAMILLA, Clerk - Recorder
DOC - 2017 - 0136077 - 00



Check Number
Friday, JUL 28, 2017 14:43:27
MOD \$18.00 REC \$28.00 FTC \$17.00
DAF \$2.70 REF \$0.30 RED \$1.00
ERD \$1.00
Ttl Pd \$68.00 Nbr-0002982826

kat / R6 / 1-18

RIGHT OF ENTRY AND EASEMENT AGREEMENT

THIS RIGHT OF ENTRY AND EASEMENT AGREEMENT (the "Agreement") is made as of this 20th day of June, 2017 (the "Agreement Date"), by and between the CITY OF RICHMOND, a municipal corporation and charter city hereinafter called ("Grantor"), on the one hand, and SHEA HOMES LIMITED PARTNERSHIP, a California limited partnership ("Grantee"), on the other hand, with reference to the following findings of facts, understandings and intentions of the Parties:

RECITALS

- A. Grantor owns real property situated in the City of Richmond, Contra Costa County, State of California, as more particularly described in attached Exhibit A ("Grantor's Property").
- B. Grantee owns that certain real property located in the City of Richmond, Contra Costa County, California more particularly described in Exhibit B ("Legal Description, Land of Shea Homes, Inc."). Grantee has processed through and obtained from the City of Richmond ("City") entitlements to develop and construct a residential project (the "Project") upon the Grantee's Property (collectively, the "Entitlements"). A part of the Entitlements are certain conditions of approval which require substantial compliance with the Project Plans prepared for the Project which show the installation of private streets open to public use constructed to City private street standards, and to connect Anchor Point Drive with Canal Boulevard by the construction, maintenance, repair and replacement across Grantor's Property in the location shown in Exhibit C (the "Legal Description, Private Road Easement") of a private road which will be open to the public (the "Roadway"). In addition, the City adopted RESOLUTION NO. 110-14 listing the Grantee's requirement of a secondary entrance with a connection to Canal Boulevard.
- C. Grantee desires to acquire an easement for the Roadway, including the right to install, maintain, repair and replace pavement, landscaping and all utilities which now or in the future may be needed for the development and use and enjoyment of the Project over, across, above and under the real property depicted in Exhibit C (the "Easement Areas").

AGREEMENT

NOW, THEREFORE, in consideration of the conditions hereof, and for other good and valuable consideration, Grantor and Grantee agree as follows:

1. General Terms of Easements.

- (a) All of the easements granted with respect to the Easement Areas (collectively, the "Easements") are non-exclusive (unless expressly provided otherwise herein) and perpetual, unless expressly provided otherwise herein, and appurtenant to Grantee's Property.
- (b) In granting the Easements hereunder, Grantor reserves unto Grantor all mineral, water and other subsurface rights and appurtenances to each of the Easement Areas, and the right of Grantor to use the Easement Areas for all purposes which are not inconsistent with Grantee's rights to use the Easement Areas hereunder.
- (c) Neither party shall cause or permit any structure, vehicle or barrier of any nature to obstruct the Easement Areas or engage in any use of the Easement Areas that would in any way injure, disturb or otherwise interfere with the other party's rights to use the Easement Areas.
- (d) Grantor makes no representation or warranty whatsoever as to the physical condition of the Easement Areas and Grantee accepts the condition of the Easement Areas "AS IS" and "WITH ALL FAULTS" and agrees that its use of the Easement Areas shall be at its sole risk.
- (e) Except as expressly provided in this Agreement and as are required to complete the Project, (i) Grantee may not make any alterations to any of the Easement Areas without Grantor's prior written consent, which Grantor may grant or withhold in Grantor's sole and absolute discretion.

2. **Road Easement.** The Easement shall be exclusive, perpetual and appurtenant to the Grantee's Property and shall commence upon the execution, delivery and acceptance of this Grant. The Easement may be used by the public, Grantee, its successor and assigns and its employees, agents, representatives, invitees, guests, affiliates and contractors for the following purposes: (1) to allow public pedestrian and vehicular access across and over, the Easement Areas located on the Grantor's Property to allow access to Canal Boulevard and, ultimately, to the City property at Shipyard No. 3; (2) the installation, maintenance, repair and replacement of the Roadway for use by the residential users of the Project, their contractors, invitees, agents and employees and by Grantee, its contractors, employees, agents and consultants for the construction of the Project; (3) for the installation, maintenance, repair and replacement of the Roadway improvements to the standards established by the City's private road standards; (4) the installation of above, below or at ground drainage facilities and all public utilities needed for the development and use and enjoyment of the Project, now or in the future; (5) the use of the Roadway for all necessary construction equipment for the construction of the Project or its alternation in the future; and (6) the installation, maintenance, repair and replacement of landscaping as referenced by the conditions of

approval; the use of the Roadway for garbage collection, vehicles, emergency vehicles, utility vehicles and all other service vehicles necessary for the operation of the Project.

3. **Easements for Underground Utilities.** Grantor hereby grants to Grantee, for the benefit of the Grantee's Property and the Project, easements for one or more "Public Utilities" (as defined in Section 216 of the California Public Utilities Code). Said easements shall be non-exclusive easements (the "Public Utility Easements" or "PUEs") for the installation, construction, reconstruction, removal, replacement, repair, maintenance, operation, inspection and use (collectively, "Use") of facilities for all utilities serving the Project (the "Utility Facilities") in, over, across, under, and through the Easement Area, as shown on Exhibit C. The PUEs are subject to the following terms:
 - (a) The Grantee and/or the applicable public utilities shall be responsible for the initial installation of the Utility Facilities in accordance with the Shea Bottoms Property Improvement Plans dated July 8, 2016 prepared by Carlson, Barbee & Gibson, Inc. (the "Plans"). Following (i) installation of the Utility Facilities in accordance with this Subsection (a), and (ii) acceptance of such Utility Facilities by the applicable Public Utilities, the applicable Public Utilities will be responsible for the ongoing Use of the Utility Facilities, and neither Grantee nor Grantor shall have any further obligations with respect to the Utility Facilities.
 - (b) The PUEs include the rights of access of Public Utilities to enter upon the Easement Areas with personnel, vehicles and equipment as reasonably necessary to trim or cut down any trees and brush now or hereafter within the Easement Areas and along the perimeter of the Easement Areas which, in the reasonable opinion of any such Public Utility, may interfere with or be a hazard to the facilities permitted hereunder, or as any such Public Utility deems reasonably necessary to comply with applicable state or federal regulations; provided, however, that any Public Utility utilizing the PUEs must take reasonable precautions to minimize damage to the landscaping and improvements thereon.
 - (c) Any Public Utility performing excavation activities within the Easement Areas must backfill and restore the surface of the Easement Areas and the surrounding real property to substantially the condition existing prior to such excavation.
 - (d) Neither Grantor nor Grantee may erect any permanent structure in the Easement Areas. Otherwise neither Grantor nor Grantee shall have any obligations with respect to the PUEs or the Easement Area except as specifically provided herein.
4. **Easement for Storm Drain and Sewer Facilities.** Grantor hereby grants to Grantee, for the benefit of the Grantee's Property, an exclusive easement (the "Storm/Sewer Easement") for the needs of storm/sewer improvement in the future within the Easement Areas for the use of facilities to allow for the flow of sewer and storm water from the Project to the City's sewer and storm drain systems (collectively, the "Storm/Sewer Facilities"), and for the flow of sewer and storm water runoff from the Grantee's Property to the City's sewer and storm drain facilities. The Storm/Sewer Easement is subject to the following terms:

- (a) Grantee shall be responsible for the initial installation of the Storm/Sewer Facilities in accordance with the Plans and future improvement plans approved by the Grantor.
- (b) Following installation of the Storm/Sewer Facilities in accordance with Subsection (a), Grantee, its successors and assigns, shall be obligated to maintain the Storm/Sewer Facilities, at its sole cost. Grantee shall be entitled to (i) enter the Storm/Sewer & Access Easement Area, with persons, vehicles and any other equipment it deems necessary at reasonable times and in a reasonable manner for the purpose of the performance of such maintenance and repair activities as are necessary to restore the Storm/Sewer Facilities to good condition and repair, (ii) expend such funds as are reasonably necessary to provide the necessary maintenance and/or repair.

- 5. **Easement for Future Sidewalk Area.** Grantor hereby grants to Grantee, for the benefit of the Grantee's Property and the Project, a non-exclusive easement for Sidewalk with the installation and allow for public usage over that portion of the Easement Areas shown and described on the Improvement Plan for purposes of providing pedestrian access over the Sidewalk in the Easement Areas. Grantor has the right to build and pay for extending the Sidewalk in the Easement Areas beyond the Easement Areas.
- 6. **Right of Entry.** The Easement herein granted includes incidental rights (the "Right of Entry") to enter upon the Grantor's Property for the purpose of constructing, maintaining, repairing and replacing the Roadway and all improvements, landscaping and plantings connected therewith; so long as such entry and activities are undertaken in a way which shall minimize any impact upon or conflict with the use of the Grantor's Property and provided, further, that following such activities, Grantee shall restore and return the Grantor's Property to the condition in which it existed prior to said activities. The rights granted Grantee under the Right of Entry shall include the right to install excavations and trenching upon the Grantor's Property. Grantee at its sole cost and expense shall apply for, process and obtain all requisite permits and entitlements for the installation, use, maintenance, repair and replacement of the Roadway and related facilities. It shall be the obligation of Grantee to fully and faithfully comply with all requirements of said permits and entitlements and with all laws, ordinances, rules and regulations relating to the construction, maintenance, repair and replacement of the Roadway and related facilities. Grantee shall pay all costs of construction, maintenance, repair and replacement promptly when due and keep the Grantor's Property free and clear of any claims of contractors, subcontractors or material suppliers.
- 7. **Compliance with Laws; Repair of Damage.** Grantee, its subdivision owners, tenants, licensees, agents, employees and contractors shall comply with all laws and governmental orders, rules and regulations now or hereinafter applicable to the exercise of the rights herein granted and to the extent required herein. Grantee shall promptly pay and discharge any and all liens arising out of any work done, or suffered or permitted to be done, by Grantee on the Easement Areas. Grantee, at its sole cost and expense, upon demand, shall promptly repair any damage to the Easement Areas and/or any property of Grantor or its successors and assigns arising from the exercise

of the rights herein granted. Grantee shall have no obligation to repair or pay for the cost of any other repairs to the Easement Areas from any other cause.

- 8. Hazardous Materials.** Grantee shall provide notice to Grantor as soon as reasonably possible after Grantee obtains knowledge of any actual or alleged discharges, leakage, spillage or emissions of any hazardous materials occurring on or affecting the Easement Areas or any personal injury and/or property damage caused by discharges, leakage, spillage or emissions of any hazardous materials occurring on the Easement Areas caused by Grantee. The term "hazardous materials" as used in this Agreement shall mean any substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. sec. 9601 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. sec. 6901 et seq.); the California Hazardous Waste Control Act (Health and Safety Code Sec. 25100 et seq.); or 22 California Administrative Code Sees. 66680 through 66685 and Sees. 66693 through 66740, all as amended from time to time, or any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter may be in effect.
- 9. Taxes.** Grantee shall pay, before the same become delinquent, all charges, taxes, possessory tax, rates and assessments, if any, upon or against Grantee's interest in the Easement Areas and/or the rights granted pursuant to the terms of this Agreement; provided, however, nothing in this Agreement shall require Grantee to pay or make provision for the payment of any tax, assessment, lien or charge so long as (a) Grantee in good faith shall contest the validity or amount thereof, (b) such delay in payment shall not subject the Easement Areas to forfeiture or sale, and (c) Grantee shall, prior to the date such tax, assessment, lien or charge is due and payable, have given such reasonable security as may be required by the Grantor from time to time in order to ensure payment of such taxes, assessments, lien or charge to prevent any sale, foreclosure or forfeiture of the facilities. Grantor may at all times after any delinquency pay and discharge all of such delinquent charges, taxes, rates and assessments against the Easement Areas after reasonable verification thereof, and all such payments so made by Grantor, with interest thereon at the rate of ten percent per annum from date of payment shall be made by Grantee upon demand.
- 10. Interest Created.** Grantee hereby recognizes Grantor's fee title and interest in and to the Easement Areas and agrees never to assail or resist Grantor's title or interest therein. Except for the Easements provided for herein, no legal title in said Easement Areas shall be deemed or construed to have been created or vested in Grantee by anything contained in this Agreement. It is expressly understood and agreed by Grantee that Grantor shall be under no obligation to protect the privileges granted hereunder as against trespassers or third parties (other than those claiming by through or under Grantor) by legal proceedings or otherwise, however, Grantor shall not interfere with said privileges to which Grantee is entitled. This grant is subject to all currently valid and existing easements affecting said Easement Areas and which have been disclosed to Grantee; however, Grantor shall not grant any rights in the Easement Areas which are inconsistent with the rights granted to Grantee hereunder.

11. Initial Improvements and Maintenance.

- (a) Grantee shall be responsible for improving the surface of the Easement Areas in accordance with the Plans at Grantee's sole cost and expense.
- (b) Grantee, its successors and assigns, shall maintain the Easement Areas including all improvements (except for the PUE Areas which are the responsibility of the PUEs to maintain) in good repair condition and in compliance with all applicable laws at its sole cost and expense. From and after the date that Grantor transfers ownership of the Easement, the Owners within the Grantee's Property site shall maintain all the improvement within the Easement Areas and in compliance with all applicable laws at its sole cost and expense.

12. Successors and Assigns. All provisions of this Agreement, including the benefits and burdens set forth herein, shall run with the land and are binding upon and shall inure to the benefit of the successors and assigns of the parties hereto, including but not limited to the successive owners of all or any portion of the Grantee's Project or the Project.

13. Indemnity. Grantee, the successors and assigns, shall protect, indemnify, defend and hold harmless Grantor, the City of Richmond, and their respective officers, directors, employees, agents, representatives, successors and assigns (collectively, the "indemnitees") from any and all liabilities, demands, claims, damages, losses, causes of action, judgments, or fees (including attorneys' fees), costs and expenses, or obligations whatsoever for or in connection with personal injury, bodily injury (including death) or property damage or any other type of damage to any person resulting from, arising out of, or in any way related to the Grantee's activities under this Agreement, or the use of the Easement Areas by Grantee and/or its agents, employees or contractors, except that said indemnity shall not be applicable to injury, death or damage to property to the extent caused by the active negligence or willful misconduct of the indemnitees.

14. Term. The covenants and obligations set forth in this Agreement shall continue in perpetuity.

15. Notices. All notices required or permitted by this Agreement shall be given in writing, and served by personal delivery, by reputable overnight delivery service, or by United States registered or certified mail. Notices shall be addressed as set forth below, but either party may change its address by giving written notice thereof to the other in accordance with the provisions of this paragraph.

Grantor: City of Richmond
450 Civic Plaza
Richmond, CA 94804
Attn: City Clerk
Telephone No.: (510) 620-6513
Facsimile No.: (510) 620-6542

AND

City Attorney's Office
City of Richmond
450 Civic Center Plaza
Richmond, CA 94804
Attn: City Attorney
Telephone No.: (51 0) 620-6509
Facsimile No.: (51 0) 620-6518

Grantee:

Shea Homes Limited Partnership
2630 Shea Center Drive
Livermore, CA 94551
Attn: Don Hofer

Notices by personal delivery shall be deemed given when received. Notices by personal delivery service or overnight delivery service shall be deemed given twenty-four (24) hours after dispatch. Notices by United States registered or certified mail shall be deemed given on the date shown on the return receipt or, if no date is shown, then forty-eight (48) hours after mailing.

16. **Severability.** Invalidation of any of the provisions herein contained by judgment or court order shall in no way affect any of the other provisions herein and the same shall remain in full force and effect.
17. **Attorney's Fees.** If any party hereto shall take any action to enforce this Agreement or bring any action or commence any arbitration for any relief against any other party, declaratory or otherwise, arising out of this Agreement, the losing party shall pay to the prevailing party a reasonable sum for attorneys' fees incurred in bringing such suit or arbitration and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action or arbitration and shall be paid whether or not such action or arbitration is prosecuted to judgment.
18. **No Dedication.** Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Grantor's Property to the general public or for the general public or for any public purpose whatsoever except as expressly set out herein. It is the intention of the Grantor that this Agreement shall be strictly limited to and for the purposes expressed herein.
19. **No Third-Party Beneficiaries.** Except as provided herein, there shall be no third-party beneficiaries to this Agreement.
20. **Miscellaneous.** All of the provisions, agreements, rights, powers, covenants, conditions and obligations contained in this Agreement shall be binding upon and shall

inure to the benefit of the parties hereto and their respective heirs, successors and assigns. This Agreement represents the entire agreement between Grantor and Grantee with respect to the Easement Areas and supersedes any and all other prior agreements, correspondence or writing by both parties hereto and recorded in the Official Records of Contra Costa County, California. No covenant or term of this Agreement shall be waived except with the express written consent of the waiving party whose forbearance or indulgence in any regard shall not constitute a waiver of such covenant or term. Failure to exercise any right in one or more instances shall not be construed as a waiver of the right to strict performance or as an amendment to this Agreement. This Agreement shall be construed in accordance with the laws of the State of California. This Agreement is made in Contra Costa County, California, and any action relating to this Agreement shall be instituted and prosecuted in the courts of Contra Costa County, California.

- 21. Counterpart Signatures.** This Agreement may be executed in counterparts and all original counterparts, taken together, shall constitute the Agreement.
- 22. Recording; Covenants Running With The Land.** The Agreement shall be recorded in the Official Records of Contra Costa County, California and the provisions hereof are intended to be and shall be enforceable as covenants running with Grantee's Property and Grantor's Property.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement by duly authorized representatives, all on the date first written above.

GRANTEE:

SHEA HOMES LIMITED PARTNERSHIP,
a California limited partnership


By: _____
Donald A. Hojer
Its: _____
Authorized Agent


By: _____
David Best
Its: _____
Authorized Agent

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 Alameda)

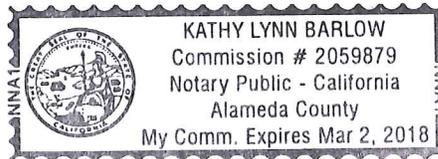
On April 13, 2017 before me, Kathy Lynn Barlow, Notary Public, personally appeared Donald A Hofer and David Best

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 _____



This area for official notarial seal.

OPTIONAL SECTION CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- INDIVIDUAL
- CORPORATE OFFICER(S) TITLE(S):
- PARTNER(S) LIMITED GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity

Name of Person or Entity

OPTIONAL SECTION

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

GRANTOR:

CITY OF RICHMOND

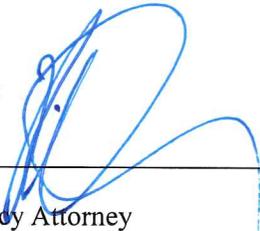
a municipal corporation and charter city

By: 

Mayor

Attest:
By: 

City Clerk

Reviewed by:
By: 

Agency Attorney

ACKNOWLEDGMENT

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 June 28, 2017 before me, Sabrina Lundy, Notary Public
(insert name and title of the officer)

personally appeared Thomas King Butt *****,
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 *Sabrina Lundy* (Seal)

EXHIBIT A

GRANTOR'S PROPERTY

All of that real property located in the City of Richmond, County of Contra Costa, State of California described in that Quitclaim Deed executed by the UNITED STATES OF AMERICA, as Grantor, and the SURPLUS PROPERTY AUTHORITY OF THE CITY OF RICHMOND, dated May 24, 1968 and recorded in the Official Records of Contra Costa County on July 23, 1968 in Book 5672 at Page 495, a copy of which is attached hereto.

EXHIBIT A

BOOK 5672 PG 495

Richmond Reserve Shipyard
Richmond, California
9-C-Calif-842
(Surplus Property Authority of
the City of Richmond)

53263
JUL 23 1968

QUITCLAIM DEED

THIS INSTRUMENT, made the 24th day of May 1968, between the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services, under and pursuant to the powers and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and regulations and orders promulgated thereunder, GRANTOR, and the SURPLUS PROPERTY AUTHORITY OF THE CITY OF RICHMOND, a public corporation duly organized and existing under the Government Code of the State of California, GRANTEE,

WITNESSETH: That the said GRANTOR, for and in consideration of the sum of THREE MILLION, NINE HUNDRED FIFTY THOUSAND DOLLARS (\$3,950,000.00) in lawful money of the United States of America, to be paid by GRANTEE to GRANTOR, of which consideration the sum of THREE HUNDRED NINETY-FOUR THOUSAND, EIGHT HUNDRED DOLLARS (\$394,800.00) has been paid in cash, and the balance being evidenced by a Promissory Note, Deed of Trust, and Chattel Mortgage, has remise, released and forever quitclaimed, and by these presents does remise, release and forever quitclaim, unto the said GRANTEE, and to its successors and assigns, that certain real property situate, lying and being in the City of Richmond, County of Contra Costa, State of California, described as follows:

That certain 201.9264 acre parcel shown on the Record of Survey filed 12 December 1966 in the Office of the County Recorder of Contra Costa County, California, in Book 46 of Licensed Surveyor's Maps at Pages 4 and 5.

SUBJECT TO rights of way, restrictions, reservations and easements now existing or of record.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title, interest, property possession, claim and demand whatsoever, in law as well as in equity, of the said GRANTOR of, in or to the foregoing described premises, and every part and parcel thereof, with the appurtenances.

SAID PROPERTY transferred hereby was duly determined to be surplus, and was assigned to the General Services Administration for disposal pursuant to the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and applicable rules, orders and regulations.

TO HAVE AND TO HOLD, all and singular, the said premises, with the improvements thereon, unto the said GRANTEE, its successors and assigns forever.

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed as of the day and year first above written.

RECORDED AT REQUEST OF
General Services Admin

'68 JUL 23 PM 2:25

OFFICIAL RECORDS
CONTRA COSTA CO. CAL.
W.T. PAASCH, RECORDER
FEE \$ OFF

UNITED STATES OF AMERICA
Acting by and through the
ADMINISTRATOR OF GENERAL SERVICES

By *Frank H. Johnston*
Frank H. Johnston
Chief, Real Property Division
Property Management & Disposal Service
General Services Administration
Region 9, San Francisco, California

EXHIBIT A

BOOK 5672 PG 496

STATE OF CALIFORNIA)
)
) ss:
City and County of San Francisco)

On this 2nd day of July, 1968, before me, Sigrid E. Anderson, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared FRED H. JOHNSTON, known to me to be the Chief, Real Property Division, Property Management and Disposal Service, General Services Administration, Region 9, San Francisco, California, and acknowledged that he executed the within instrument on behalf of the United States of America, acting by and through the Administrator of General Services.

WITNESS my hand and official seal.


Sigrid E. Anderson

Sigrid E. Anderson
Notary Public
in and for the City and County of
San Francisco, State of California

(S E A L)

My Commission Expires: March 4, 1969

EXHIBIT A

BOOK 5672 PG 497

RESOLUTION NO. 4

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SURPLUS PROPERTY AUTHORITY OF THE CITY OF RICHMOND ACCEPTING QUITCLAIM DEED FROM THE UNITED STATES OF AMERICA.

BE IT RESOLVED by the Board of Commissioners of the Surplus Property Authority of the City of Richmond that the Quitclaim Deed dated May 24, 1968, by which the United States of America, acting by and through the Administrator of General Services, has conveyed to the Surplus Property Authority of the City of Richmond all that real property situated in the City of Richmond County of Contra Costa, State of California described as follows:

That certain 201.926± acre parcel shown on the Record of Survey filed 12 December 1966 in the Office of the County Recorder of Contra Costa County, California, in Book 46 of Licensed Surveyor's Maps at pages 4 and 5,

is hereby accepted.

I certify that the foregoing resolution was adopted by the Board of Commissioners of the Surplus Property Authority of the City of Richmond at a regularly called meeting held on July 8, 1968, by the following vote:

Ayes: Commissioners Vargas, Grydyk, Bates, Weyman and Sheridan.

Noes: None.

Absent: Commissioners Wagerman, Livingston and Silva.

HARLAN J. HAYDON
Clerk of the Board of Commissioners
of the Surplus Property Authority
of the City of Richmond.

Approved:

(SEAL)

JOHN J. SHERIDAN
President

CERTIFIED AS A TRUE COPY

Harlan J. Haydon
Clerk

• END OF DOCUMENT •

EXHIBIT B
GRANTEE'S PROPERTY

MARCH 17, 2017
JOB NO.: 1899-000

EXHIBIT B
LEGAL DESCRIPTION
LANDS OF SHEA HOMES, INC.
SUBDIVISION 9422- 'BOTTOMS PROPERTY' (532M 19)
RICHMOND, CALIFORNIA

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF RICHMOND, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A SUBDIVISION OF ALL OF PARCELS ONE, TWO, THREE, FOUR, AND FIVE AS SAID PARCELS ARE DESCRIBED IN THAT CERTAIN 'AFFIDAVIT OF SUCCESSOR TRUSTEES' RECORDED JANUARY 3, 2013, IN DOCUMENT NO. 2013-0001196 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

CONTAINING 25.27 ACRES OF LAND, MORE OR LESS.

END OF DESCRIPTION



JOEL GARCIA, P.L.S.
L.S. NO. 5285

03-31-2017



EXHIBIT C
DESCRIPTION OF EASEMENT AREAS

MARCH 17, 2017
JOB NO.: 1899-000

EXHIBIT C
LEGAL DESCRIPTION
PRIVATE ROAD EASEMENT
SURPLUS PROPERTY AUTHORITY RICHMOND (5672 OR 495)
RICHMOND, CALIFORNIA

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF RICHMOND, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION THAT CERTAIN 201.926 ACRE PARCEL DESCRIBED IN THE QUITCLAIM DEED RECORDED JULY 23, 1968 IN BOOK 5672 OF OFFICIAL RECORDS AT PAGE 495, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF SAID PARCEL (5672 OR 495), SAID POINT ALSO BEING THE NORTHEASTERN CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL ONE IN THE DEED ENTITLED "AFFIDAVIT OF SUCCESSOR TRUSTEES", RECORDED JANUARY 3, 2013, IN DOCUMENT NO. 2013-0001196 IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE, FROM SAID POINT OF BEGINNING, ALONG SAID NORTHERLY LINE, SOUTH 88°51'17" EAST 50.00 FEET;

THENCE, LEAVING SAID NORTHERLY LINE, SOUTH 88°51'17" EAST 22.16 FEET;

THENCE, SOUTH 59°11'08" EAST 22.71 FEET;

THENCE, SOUTH 24°29'31" WEST 112.41 FEET;

THENCE, NORTH 74°47'46" WEST 48.81 FEET TO THE EASTERLY LINE OF SAID PARCEL ONE (D.N. 2013-0001196);

THENCE, ALONG SAID EASTERLY LINE, NORTH 01°08'43" EAST 102.59 FEET TO SAID POINT OF BEGINNING.

CONTAINING 7,827 SQUARE FEET OR 0.18 ACRES OF LAND, MORE OR LESS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

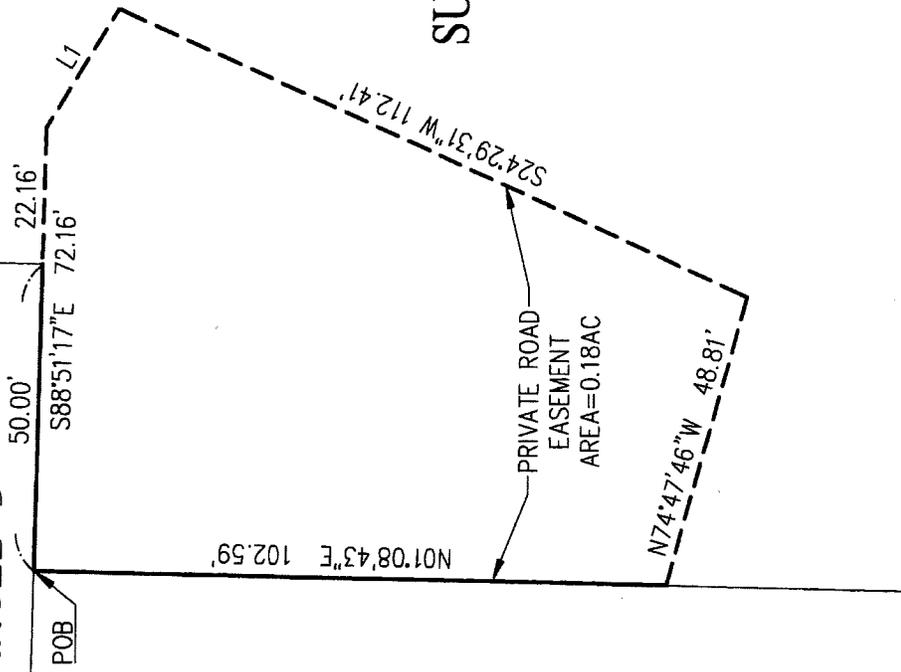
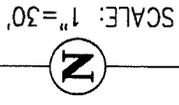
END OF DESCRIPTION



Joel Garcia

JOEL GARCIA, P.L.S.
L.S. NO. 5285
03-31-2017

SUBDIVISION 7502
PARCEL D



LINE TABLE		
NO	BEARING	LENGTH
L1	S59°11'08"E	22.71'

PARCEL ONE
(DN 2013-001196)



LEGEND
POB POINT OF BEGINNING

SHEET 1 OF 1

PLAT TO ACCOMPANY LEGAL DESCRIPTION

PRIVATE ROAD EASEMENT
SURPLUS PROPERTY AUTHORITY
RICHMOND, CALIFORNIA
MARCH 16, 2017

SURPLUS PROPERTY
AUTHORITY
RICHMOND
(5672 OR 495)

Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS SURVEYORS PLANNERS
WWW.CBANDG.COM

SAN RAMON • (925) 866 - 0322
WEST SACRAMENTO • (916) 375 - 1877

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Richmond
450 Civic Center Plaza
Richmond, CA 94804-1630
Attn: City Attorney

Space above this line reserved for recorder's use

GRANT OF PUBLIC ACCESS EASEMENT AND TERMINATION OF ROAD EASEMENT

This Grant of Public Access Easement and Termination of Road Easement (the "Grant") is executed this 28th day of June, 2017 (the "Effective Date") by and between the SHEA HOMES LIMITED PARTNERSHIP, a California limited partnership ("Grantor") and the CITY OF RICHMOND, a municipal corporation ("Grantee"), who agree as follows:

BACKGROUND

A. Grantor owns that certain real property located in the City of Richmond, Contra Costa County, State of California, as more particularly shown in the final subdivision map entitled SUBDIVISION 9422, filed for record on June 7, 2017, Book 532 of Maps at Page 19-30, Official Records of Contra Costa County, California (the "Final Map") and described in the attached Exhibit A ("Legal Description, Land of Shea Homes, Inc."). Grantor is developing upon Grantor's Property a residential development that will include private roadways to be conveyed to, controlled and maintained by a homeowners association (the "Project").

B. Grantee currently holds a non-exclusive, public service easement in, under, across and over a portion of the Grantor's Property, which easement was created by that certain grant of road easement dated June 12, 2008, recorded as Document DOC-2008-0211511-00 on September 24, 2008 in the Official Records of Contra Costa County, California (the "Existing Easement").

C. In order to allow public access across a portion of the private streets within the Project (the "Public Access Area") to allow access onto Canal Boulevard, Grantee is, under a separate document, conveying to Grantor an easement for private road purposes across City owned property. That easement will allow use by the public of the easement area on City owned property to access Canal Boulevard and this Grant will create in the public access rights across portions of the private streets within the Project, the Public Access Area, to access Canal Boulevard. The purpose of this Grant of easement is to grant to the City rights for the public to utilize the Public Access Area across a portion of the private streets within the Project in order to access Canal Boulevard and to terminate the Existing Easement.

NOW, THEREFORE, it is agreed by the parties hereto as follows:

AGREEMENT

1. Grant of Easement. Grantor hereby grants to Grantee, for the benefit of the public, a non-exclusive public pedestrian and vehicular access easement over and across those portions of the private streets within the Public Access Area, as shown on Exhibit B ("Legal Description, Public Vehicular Access Easement"). The purpose of affording public pedestrian and automotive access across the Grantor's Property is to allow access onto Canal Boulevard and ultimately to Grantee's Property at Shipyard No. 1.

2. Character of Easement. Grantee's easement and the use of the Public Access Area granted herein shall be non-exclusive and in gross. Notwithstanding the terms of this Grant, Grantor reserves the right to use the Grantor's Property in a manner consistent with the public's free use and enjoyment of the easement.

3. Use By The Public. Except as otherwise provided herein, the public shall use reasonable care and may not unreasonably increase the burden on the Grantor's Property or make any material change in the Grantor's Property.

4. Termination of Existing Easement. The City of Richmond ("City") was granted the Existing Easement, a Road Easement across the Grantee's Property by that certain Grant of Road Easement dated June 12, 2008 and recorded on September 24, 2008 as Document No. DOC-2008-0211511-0 in the Official Records of Contra Costa County, California. By executing this Grant, the City consents to, surrenders and terminates the Existing Easement and deems it to be replaced by the Easement granted herein.

5. Interest Created. Grantee hereby recognizes Grantor's fee title and interest in and to the Public Access Area and agrees never to assail or resist Grantor's title or interest therein. Except for the Easements provided for herein, no legal title in said Public Access Area shall be deemed or construed to have been created or vested in Grantee by anything contained in this Agreement. It is expressly understood and agreed by Grantee that Grantor shall be under no obligation to protect the privileges granted hereunder as against trespassers or third parties (other than those claiming by through or under Grantor) by legal proceedings or otherwise, however, Grantor shall not interfere with said privileges to which Grantee is entitled. This grant is subject to all currently valid and existing easements affecting said Public Access Area and which have been disclosed to Grantee; however, Grantor shall not grant any rights in the Public Access Area which are inconsistent with the rights granted to Grantee hereunder.

6. Initial Improvements and Maintenance.

(a) Grantor shall be responsible for improving the surface of the Public Access Area in accordance with the approved plans at Grantor's sole cost and expense.

(b) Grantor, its successors and assigns, shall maintain the Public Access Area including all improvements in good repair and condition and in compliance with all applicable laws at its sole cost and expense.

7. Successors and Assigns. All provisions of this Agreement, including the benefits and burdens set forth herein, shall run with the land and are binding upon and shall inure to the

benefit of the successors and assigns of the parties hereto, including but not limited to the successive owners of all or any portion of the Project site.

8. Term. The covenants and obligations set forth in this Agreement shall continue perpetuity.

9. Notices. All notices required or permitted by this Agreement shall be given in writing, and served by personal delivery, by reputable overnight delivery service, or by United States registered or certified mail. Notices shall be addressed as set forth below, but either party may change its address by giving written notice thereof to the other in accordance with the provisions of this paragraph.

Grantor: City of Richmond
450 Civic Plaza
Richmond, CA 94804
Attn: City Clerk
Telephone No.: (510) 620-6513
Facsimile No.: (510) 620-6542

and City Attorney's Office
City of Richmond
450 Civic Center Plaza
Richmond, CA 94804
Attn: City Attorney
Telephone No.: (510) 620-6509
Facsimile No.: (510) 620-6518

Grantee Shea Homes Limited Partnership
2630 Shea Center Drive
Livermore, CA 94551
Attn: Don Hofer

Notices by personal delivery shall be deemed given when received. Notices by personal delivery service or overnight delivery service shall be deemed given twenty-four (24) hours after dispatch. Notices by United States registered or certified mail shall be deemed given on the date shown on the return receipt or, if no date is shown, then forty-eight (48) hours after mailing.

10. Severability. Invalidation of any of the provisions herein contained by judgment or court order shall in no way affect any of the other provisions herein and the same shall remain in full force and effect.

11. Attorney's Fees. If any party hereto shall take any action to enforce this Agreement or bring any action or commence any arbitration for any relief against any other party, declaratory or otherwise, arising out of this Agreement, the losing party shall pay to the prevailing party a reasonable sum for attorneys' fees incurred in bringing such suit or arbitration and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action or arbitration and shall be paid whether or not such action or arbitration is prosecuted to judgment.

12. No Third-Party Beneficiaries. There shall be no third-party beneficiaries to this Agreement.

13. Miscellaneous. All of the provisions, agreements, rights, powers, covenants, conditions and obligations contained in this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns. This Agreement represents the entire agreement between Grantor and Grantee.

14. Counterpart Signatures. This Agreement may be executed in counterparts and all original counterparts, taken together, shall constitute the Agreement.

15. Recording; Covenants Running With The Land. The Agreement shall be recorded in the Official Records of Contra Costa County, California and the provisions hereof are intended to be and shall be enforceable as covenants running with Grantee's Property and Grantor's Property.

Executed as of the Effective Date.

Grantor:

SHEA HOMES LIMITED PARTNERSHIP,
a California limited partnership

By: 

Donald A. Hofer

Its: _____
Authorized Agent

By: 

David Best

Its: _____
Authorized Agent

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 Alameda)

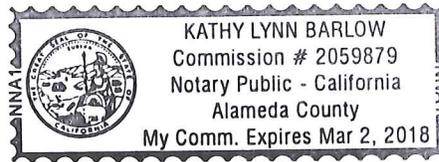
On April 13, 2017 before me, Kathy Lynn Barlow, Notary Public, personally appeared Donald A Hofer and David Best

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 _____



This area for official notarial seal.

OPTIONAL SECTION CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- INDIVIDUAL
- CORPORATE OFFICER(S) TITLE(S):
- PARTNER(S) LIMITED GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity

Name of Person or Entity

OPTIONAL SECTION

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

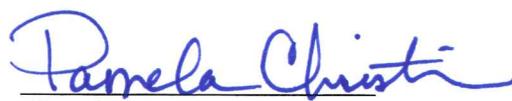
GRANTOR:

CITY OF RICHMOND
a municipal corporation and charter city

By: 

Mayor

Attest:

By: 

City Clerk

Reviewed by: 
By: 

City Attorney

ACKNOWLEDGMENT

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 June 28, 2017 before me, Sabrina Lundy, Notary Public
(insert name and title of the officer)

personally appeared Thomas King Butt *****
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 Sabrina Lundy (Seal)

EXHIBIT A
DESCRIPTION OF GRANTOR'S PROPERTY

MARCH 17, 2017
JOB NO.: 1899-000

EXHIBIT A
LEGAL DESCRIPTION
LANDS OF SHEA HOMES, INC.
SUBDIVISION 9422- 'BOTTOMS PROPERTY' (532M 19)
RICHMOND, CALIFORNIA

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF RICHMOND, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A SUBDIVISION OF ALL OF PARCELS ONE, TWO, THREE, FOUR, AND FIVE AS SAID PARCELS ARE DESCRIBED IN THAT CERTAIN 'AFFIDAVIT OF SUCCESSOR TRUSTEES' RECORDED JANUARY 3, 2013, IN DOCUMENT NO. 2013-0001196 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

CONTAINING 25.27 ACRES OF LAND, MORE OR LESS.

END OF DESCRIPTION




JOEL GARCIA, P.L.S.
L.S. NO. 5285
03-31-2017

EXHIBIT B
DESCRIPTION OF PUBLIC ACCESS AREA

MARCH 10, 2017
JOB NO.: 1899-000

EXHIBIT B
LEGAL DESCRIPTION
PUBLIC VEHICULAR ACCESS EASEMENT
SUBDIVISION 9422, BOTTOMS PROPERTY (532 M 19)
RICHMOND, CALIFORNIA

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF RICHMOND, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, COMPRISED OF TWO (2) PARCELS, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL A, AS SAID PARCEL A IS SHOWN AND SO DESIGNATED ON THE MAP ENTITLED "SUBDIVISION 9422, BOTTOMS PROPERTY" FILED FOR RECORD, June 7, 2017, IN BOOK 532 OF MAPS AT PAGE 19 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF SAID PARCEL A. SAID POINT ALSO BEING A POINT ON THE SOUTHERLY LINE OF SEACLIFF DRIVE.

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG SAID SOUTHERLY LINE, ALONG THE ARC OF A NON-TANGENT 406.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 09°49'26" WEST, THROUGH A CENTRAL ANGLE OF 00°04'54", AN ARC DISTANCE OF 0.58 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID SOUTHERLY LINE AND ALONG SAID 406.00 FOOT RADIUS CURVE, THROUGH A CENTRAL ANGLE OF 04°16'08", AN ARC DISTANCE OF 30.25 FEET;

THENCE, LEAVING SAID SOUTHERLY LINE, ALONG THE ARC OF A NON-TANGENT 15.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 68°38'18" EAST, THROUGH A CENTRAL ANGLE OF 66°59'15", AN ARC DISTANCE OF 17.54 FEET;

THENCE, ALONG THE ARC OF A COMPOUND 64.50 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 44°22'27" EAST, THROUGH A CENTRAL ANGLE OF 75°18'48", AN ARC DISTANCE OF 84.78 FEET;

THENCE, NORTH 59°03'39" EAST 77.93 FEET;

THENCE, ALONG THE ARC OF A TANGENT 60.50 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 86°15'50", AN ARC DISTANCE OF 91.09 FEET;

THENCE, ALONG THE ARC OF A REVERSE 479.50 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 55°19'28" EAST, THROUGH A CENTRAL ANGLE OF 13°03'32", AN ARC DISTANCE OF 109.29 FEET;

LEGAL DESCRIPTION

PAGE 2 OF 4

MARCH 31, 2017
JOB NO.: 1899-000

THENCE, ALONG THE ARC OF A REVERSE 310.50 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 42°15'56" WEST, THROUGH A CENTRAL ANGLE OF 02°57'47", AN ARC DISTANCE OF 16.06 FEET;

THENCE, ALONG THE ARC OF A REVERSE 25.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 45°13'43" EAST, THROUGH A CENTRAL ANGLE OF 83°55'34", AN ARC DISTANCE OF 36.62 FEET;

THENCE, NORTH 51°18'09" EAST 53.43 FEET;

THENCE, ALONG THE ARC OF A TANGENT 310.50 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 16°50'48", AN ARC DISTANCE OF 91.30 FEET;

THENCE, ALONG THE ARC OF A COMPOUND 250.50 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 21°51'03" EAST, THROUGH A CENTRAL ANGLE OF 21°21'31", AN ARC DISTANCE OF 93.38 FEET;

THENCE, NORTH 89°30'28" EAST 166.00 FEET;

THENCE, ALONG THE ARC OF A TANGENT 310.50 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 10°51'08", AN ARC DISTANCE OF 58.81 FEET TO THE WESTERLY LINE OF THAT CERTAIN 201.926 ACRE PARCEL DESCRIBED IN THE QUITCLAIM DEED RECORDED JULY 23, 1968 IN BOOK 5672 OF OFFICIAL RECORDS AT PAGE 495, IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE, ALONG SAID WESTERLY LINE, SOUTH 01°08'43" WEST 21.29 FEET;

THENCE, LEAVING SAID WESTERLY LINE, ALONG THE ARC OF A NON-TANGENT 289.50 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 11°02'06" WEST, THROUGH A CENTRAL ANGLE OF 11°31'38", AN ARC DISTANCE OF 58.24 FEET;

THENCE, SOUTH 89°30'28" WEST 166.00 FEET;

THENCE, ALONG THE ARC OF A TANGENT 229.50 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 21°21'31", AN ARC DISTANCE OF 85.55 FEET;

THENCE, ALONG THE ARC OF A COMPOUND 289.50 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 21°51'03" EAST, THROUGH A CENTRAL ANGLE OF 16°50'48", AN ARC DISTANCE OF 85.12 FEET;

THENCE, SOUTH 51°18'09" WEST 97.74 FEET;

THENCE, ALONG THE ARC OF A NON-TANGENT 289.50 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 53°22'52" WEST, THROUGH A CENTRAL ANGLE OF 11°06'56", AN ARC DISTANCE OF 56.16 FEET;

LEGAL DESCRIPTION

PAGE 3 OF 4

MARCH 31, 2017
JOB NO.: 1899-000

THENCE, ALONG THE ARC OF A REVERSE 500.50 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 42°15'56" EAST, THROUGH A CENTRAL ANGLE OF 13°03'32", AN ARC DISTANCE OF 114.08 FEET;

THENCE, ALONG THE ARC OF A REVERSE 39.50 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 55°19'28" WEST, THROUGH A CENTRAL ANGLE OF 86°15'50", AN ARC DISTANCE OF 59.47 FEET;

THENCE, SOUTH 59°03'39" WEST 77.93 FEET;

THENCE, ALONG THE ARC OF A TANGENT 85.50 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 01°18'41", AN ARC DISTANCE OF 1.96 FEET;

THENCE, ALONG THE ARC OF A REVERSE 2.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 29°37'40" EAST, THROUGH A CENTRAL ANGLE OF 88°41'25", AN ARC DISTANCE OF 3.10 FEET;

THENCE, SOUTH 28°19'05" EAST 20.52 FEET;

THENCE, ALONG THE ARC OF A NON-TANGENT 108.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 28°19'05" WEST, THROUGH A CENTRAL ANGLE OF 30°09'20", AN ARC DISTANCE OF 56.84 FEET;

THENCE, NORTH 01°50'15" EAST 20.52 FEET;

THENCE, ALONG THE ARC OF A TANGENT 2.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 88°41'25", AN ARC DISTANCE OF 3.10 FEET;

THENCE, ALONG THE ARC OF A REVERSE 85.50 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 03°08'50" EAST, THROUGH A CENTRAL ANGLE OF 58°37'17", AN ARC DISTANCE OF 87.48 FEET;

THENCE, ALONG THE ARC OF A NON-TANGENT 25.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 61°55'25" WEST, THROUGH A CENTRAL ANGLE OF 11°40'02", AN ARC DISTANCE OF 5.09 FEET TO SAID POINT OF BEGINNING.

CONTAINING 20,717 SQUARE FEET OR 0.48 ACRES OF LAND, MORE OR LESS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION

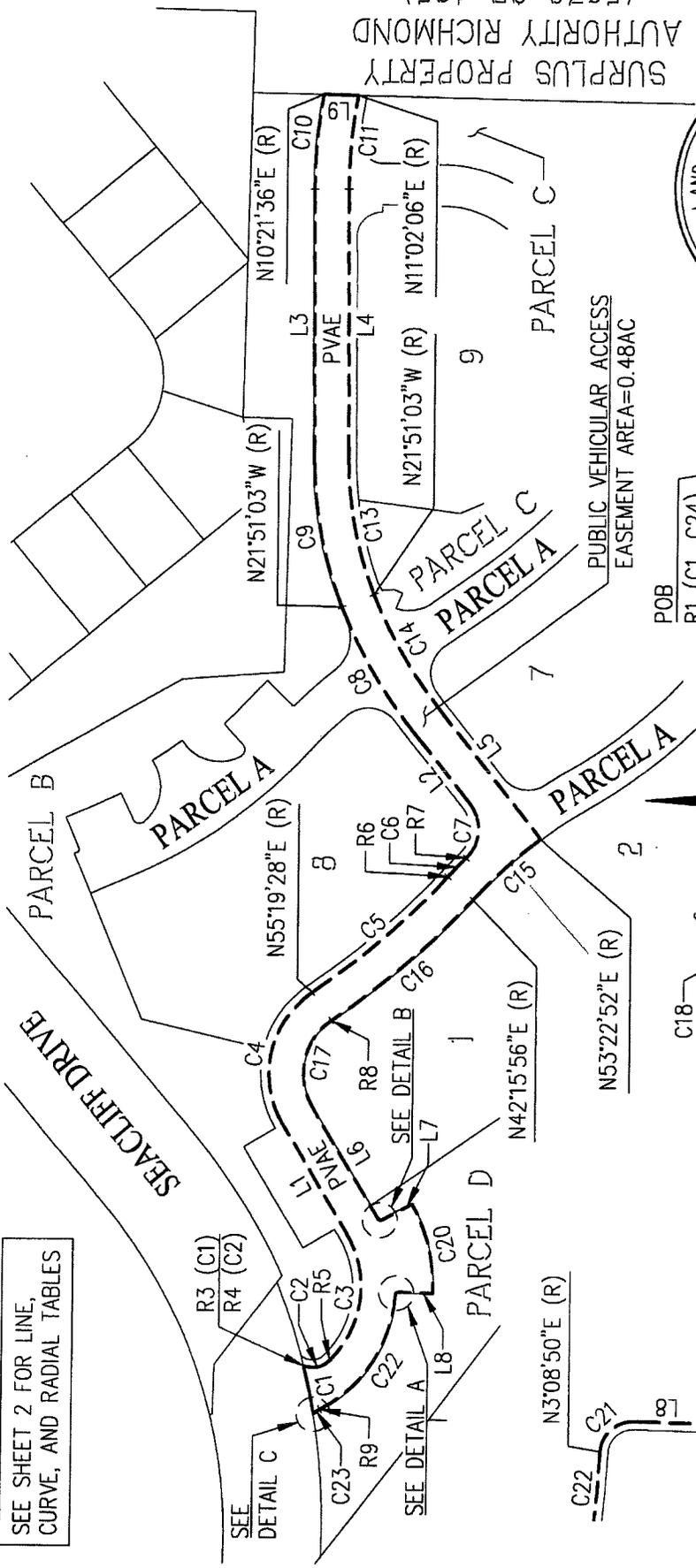


Joel Garcia

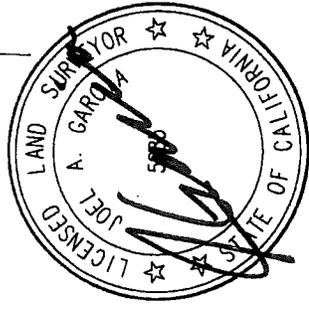
JOEL GARCIA, P.L.S.
L.S. NO. 5285

03-31-2017

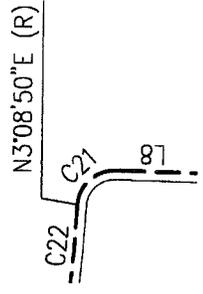
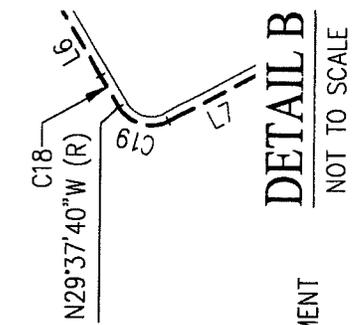
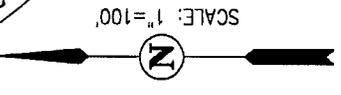
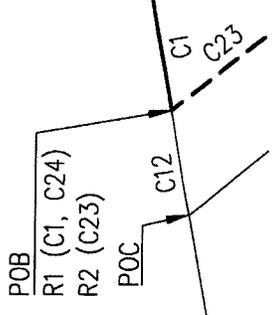
SEE SHEET 2 FOR LINE,
CURVE, AND RADIAL TABLES



SURPLUS PROPERTY
AUTHORITY RICHMOND
(5672 OR 495)



03-31-2017 SHEET 1 OF 2



- LEGEND
- POB POINT OF BEGINNING
 - POC POINT OF COMMENCEMENT
 - PVAE PUBLIC VEHICULAR ACCESS EASEMENT
 - (R) RADIAL

PLAT TO ACCOMPANY LEGAL DESCRIPTION

PUBLIC VEHICULAR ACCESS EASEMENT
SUBDIVISION 9422
RICHMOND, CALIFORNIA
MARCH 10, 2017

Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS
WWW.CBandG.COM

SAN RAMON • (925) 866-0322
WEST SACRAMENTO • (916) 375-1877

LINE TABLE		
NO	BEARING	LENGTH
L1	N59°03'39"E	77.93'
L2	N51°18'09"E	53.43'
L3	N89°30'28"E	166.00'
L4	S89°30'28"W	166.00'
L5	S51°18'09"W	97.74'
L6	S59°03'39"W	77.93'
L7	S28°19'05"E	20.52'
L8	N01°50'15"E	20.52'
L9	S01°08'43"W	21.29'

(R) (R)

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	406.00'	4°16'08"	30.25'
C2	15.00'	66°59'15"	17.54'
C3	64.50'	75°18'48"	84.78'
C4	60.50'	86°15'50"	91.09'
C5	479.50'	13°03'32"	109.29'
C6	310.50'	2°57'47"	16.06'
C7	25.00'	83°55'34"	36.62'
C8	310.50'	16°50'48"	91.30'
C9	250.50'	21°21'31"	93.38'
C10	310.50'	10°51'08"	58.81'
C11	289.50'	11°31'38"	58.24'
C12	406.00'	12°33'15"	88.96'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C13	229.50'	21°21'31"	85.55'
C14	289.50'	16°50'48"	85.12'
C15	289.50'	11°06'56"	56.16'
C16	500.50'	13°03'32"	114.08'
C17	39.50'	86°15'50"	59.47'
C18	85.50'	1°18'41"	1.96'
C19	2.00'	88°41'25"	3.10'
C20	108.00'	30°09'20"	56.84'
C21	2.00'	88°41'25"	3.10'
C22	85.50'	58°37'17"	87.48'
C23	25.00'	11°40'02"	5.09'

RADIAL TABLE	
NO	BEARING
R1	N09°54'20"W
R2	N50°15'23"E
R3	N14°10'28"W
R4	N68°38'18"W
R5	N44°22'27"E
R6	N42°15'56"E
R7	N45°13'43"E
R12	N55°19'28"E

LEGEND

(R) RADIAL

SHEET 2 OF 2

PLAT TO ACCOMPANY LEGAL DESCRIPTION

PUBLIC VEHICULAR ACCESS EASEMENT
 SUBDIVISION 9422
PRELIMINARY RICHMOND, CALIFORNIA

MARCH 9 2017

Carlson, Barbee & Gibson, Inc.

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