

AGREEMENT

THIS AGREEMENT ("**Agreement**") is made as of July 27, 2020, by the HOUSING AUTHORITY OF THE CITY OF ALAMEDA, a public body, corporate and politic ("**AHA**"), and the CITY OF ALAMEDA, a charter city and municipal corporation ("**City**").

RECITALS

- A. AHA is the owner of that certain real property situated in the City of Alameda, County of Alameda, California, described in **Exhibit A-1** attached hereto, and commonly referred to as a portion of Singleton Avenue ("**Property**"). The Property is a portion of certain real property situated in the City of Alameda, County of Alameda, California, described in Exhibit A-2 attached hereto (the "AHA Parcel").
- B. AHA intends to dedicate the Property to City for use as a public street. Prior to the dedication, AHA and City desire to allow the public to use the Property as a street, so long as liability associated with such public use is held by City.
- C. Through this Agreement, AHA intends to grant access to City and the public to use the Property as a street, and City intends to accept liability arising from use by the public of the Property as a street.

ARTICLE I

ACCESS

- 1.1 Use/Access. AHA hereby grants to City and the public, non-exclusive access to and use of the Property to traverse as a street providing ingress and egress to the adjacent homes, including vehicular, pedestrian, bicycle and other such access.

ARTICLE II

MAINTENANCE

- 2.1 Maintenance, Repair and Restoration. City shall, at its cost, maintain, repair and restore (as necessary) the Property in good condition and repair, as determined by City, and shall have the right to access the Property to perform all such maintenance, repair and restoration described herein. The foregoing City obligations shall include (a) maintaining any street lighting, traffic controls and other improvements within the Property and paying for all utilities appropriate therefor, and (b) controlling access to, street sweeping and parking enforcement of all parking space with the Property consistent with City practices for similar streets owned by the City
- 2.2 Standard of Care. City shall undertake such maintenance, repair and restoration obligations consistent with City practices, as such may be amended from time-to-time.

ARTICLE III

INDEMNIFICATION/INSURANCE

- 3.1 Indemnification by City. City shall indemnify, defend and hold harmless AHA, Island City Development, Alameda Affordable Housing Corporation, any affiliates of the foregoing that now

or hereafter own, directly or indirectly, any interest in the AHA Parcel or any portion thereof, and any of their board members, employees, agents and contractors ("AHA Parties") from any and all liabilities, losses, costs, charges, obligations expenses, suits, reasonable attorney's fees, judgments, damages, claims and demands of any kind ("Claims"), in connection with or arising out of (i) the non-performance of any covenant or agreement of City in this Agreement, (ii) the negligence or intentional misconduct of City or its employees, agents and contractors in accessing or using the Property, or (iii) an act, omission or misconduct of a member of the public while using or accessing the Property.

- 3.2 Indemnification by AHA. AHA shall indemnify, defend and hold harmless City and its council members, commission members, employees, agents, contractors and volunteers ("City Parties") from any and all Claims in connection with or arising out of (i) the non-performance of any covenant or agreement of AHA in this Agreement, or (ii) the negligence or intentional misconduct of any AHA or any AHA Parties in accessing or using the Property.
- 3.3 Insurance. City shall cause the Property to be insured from personal injury and property damage arising from use of or access to the Property by City, City Parties or the public pursuant to City's standard insurance program.

ARTICLE IV

LIENS

- 4.1 Liens. If any mechanic's lien is filed against the Property as a result of services performed for or materials furnished to City, City shall cause such lien to be released and discharged of record within thirty (30) days after receipt of notice thereof and shall indemnify, defend, and hold harmless AHA and its Property against liabilities, losses, damages, costs or expenses (including reasonable attorneys' fees and cost of suit) on account of such claim of lien. Nothing herein shall prevent City from contesting the validity thereof in any manner City chooses.

ARTICLE V

DEFAULT

- 5.1 Default Defined. As used in this Agreement, the term "Default" means a breach by City or AHA of its covenants or obligations set forth in this Agreement, which breach shall be deemed to have commenced upon the date of such breach and the delivery of notice thereof to the alleged defaulting party.
- 5.2 Remedies. If a party is in Default hereunder, then City or AHA may, upon thirty (30) days' prior written notice to the other, proceed to cure the Default (and shall have a license to do so) by the payment of money or performance of some other action for the account of the defaulting party. The right to cure shall not be exercised if within the thirty (30)-day notice period (i) the defaulting party cures the Default, or (ii) the Default is subject to cure, but cannot reasonably be cured within such time period, the defaulting party begins to cure such Default within such time period and diligently pursues such action to completion. The thirty (30)-day notice period shall not be required if, using reasonable judgment, City or AHA deems that an emergency exists which requires immediate attention. In the event of such an emergency, City or AHA shall give whatever notice to the other as is reasonable under the circumstances. Within ten (10) days of written demand (including providing copies of invoices reflecting costs), the defaulting party shall reimburse the other party for any sum reasonably expended to cure the Default, together with interest thereon at the highest rate permitted by law.

ARTICLE VI
MISCELLANEOUS

- 6.1 **Notices.** All notices, demands, statements and requests (each thereof, a "Notice") required or permitted to be given under this Agreement must be in writing, addressed to City or AHA at its respective address as shown on the most recent assessor's records or to such other address as shall have been designated by a Notice, and shall be deemed to have been properly given or served as of the date hereinafter specified: (a) on the date of personal service upon the party to whom the Notice is addressed or if such party is not available the date the Notice is left at the address of the party to whom it is directed, (b) on the date of receipt, or attempted delivery shown on the return receipt if the Notice is postmarked by the United States Post Office, provided it is sent prepaid, registered or certified mail, return receipt requested, or (c) on the date the Notice is delivered by a courier service to the address of the party to whom it is directed, provided it is sent prepaid, return receipt requested. AHA and City shall have the right, upon at least ten (10) days' prior written notice in accordance with the provisions hereof, to change its respective address and to specify any other address within the United States of America for the purposes of giving Notices to AHA or City; provided, however, notwithstanding anything herein to the contrary, in order for the Notice of address change to be effective it must actually be delivered. Refusal to accept delivery of a Notice or the inability to deliver a Notice because of an address change which was not properly communicated shall not defeat or delay the giving of a Notice.
- 6.2 **Attorney's Fees.** In any action or proceeding to interpret or enforce any of the terms or conditions hereof or to recover damages for breach of this Agreement, the prevailing party shall be entitled, in addition to other rights and remedies it may have at law or in equity, to recover from the other party all of its expenses incurred with respect to such action or proceeding (whether at trial or upon appeal), including, without limitation, reasonable attorneys' fees, court costs and costs of discovery, without necessity of noticed motion.
- 6.3 **Effect of Invalidation.** If any provision of this Agreement is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions herein.
- 6.4 **Amendment.** This Agreement may only be amended by agreement of all of the parties hereto.
- 6.5 **Binding Effect.** The terms of this Agreement shall be binding upon City and AHA.
- 6.6 **Time.** Time is of the essence of every provision of this Agreement.
- 6.7 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original, and all of which, taken together, shall constitute one and the same document.
- 6.8 **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of California.

IN WITNESS WHEREOF, Declarant has executed this Agreement as of the date first set forth above.

AHA:

Housing Authority of the City of Alameda,
a public body, corporate and politic

DocuSigned by:
By: Vanessa Cooper
SAFA57239EC2484
Name: Vanessa Cooper

Its: Executive Director

Date: 7/16/2020

CITY:

City of Alameda,
a charter city and municipal corporation

By: 
Eric J. Levitt
City Manager

Date: July 27, 2020

Approved as to Form

DocuSigned by:
By: Lisa Maxwell
B69D4470C004701
Lisa Nelson Maxwell
Assistant City Attorney

Exhibit A-1

Property

[attached]

EXHIBIT "A"
LEGAL DESCRIPTION

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

BEING A PORTION OF PARCELS 1 AND 2, AS SAID PARCELS 1 AND 2 ARE DESCRIBED IN THAT CERTAIN DEED RECORDED FEBRUARY 14, 1955, IN BOOK 7567 OF OFFICIAL RECORDS, AT PAGE 117, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EASTERLY LINE OF PARCEL 2 BEING THE NORTHERN TERMINUS OF A COURSE DESIGNATED AS "NORTH 02°46'51" EAST 1161.37 FEET" ON SHEET 8 OF 12 OF THAT CERTAIN RECORD OF SURVEY NO. 1816, FILED JUNE 6, 2003, IN BOOK 28 OF RECORDS OF SURVEY, AT PAGE 14, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, SAID POINT BEING ALSO A POINT ON THE WESTERN LINE OF THAT CERTAIN PARCEL DESIGNATED AS "FISC SOUTH" IN THAT CERTAIN DEED RECORDED AUGUST 2, 2001, IN DOCUMENT NO. 2001-280973 OF OFFICIAL RECORDS AND RE-RECORDED ON JUNE 2, 2003, IN DOCUMENT NO. 2003-316321 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF THAT PARCEL OF LAND DESCRIBED IN THE QUITCLAIM DEED RECORDED NOVEMBER 12, 2009 AS DOCUMENT NO. 2009-356111 OF OFFICIAL RECORDS IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY;

THENCE ALONG SAID EASTERLY LINE OF PARCEL 1 (7567 OR 117), SOUTH 2°47'17" WEST (THE BEARING SOUTH 2°47'17" WEST TAKEN TO BE THE BASIS FOR THIS DESCRIPTION) 718.25 FEET TO THE **POINT OF BEGINNING** OF THIS DESCRIPTION;

THENCE CONTINUING ALONG SAID EASTERLY LINE SOUTH 2°47'17" WEST, 60.00 FEET;

THENCE LEAVING SAID EASTERLY LINE THE FOLLOWING FIVE (5) COURSES:

1. NORTH 87°12'43" WEST, 55.88 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 220.00 FEET;
2. WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°24'25", AN ARC LENGTH OF 66.84 FEET;
3. SOUTH 75°22'52" WEST, 208.43 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 280.00 FEET;
4. WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°24'25", AN ARC LENGTH OF 85.07 FEET;

5. NORTH 87°12'43" WEST, 22.14 FEET TO THE EASTERLY LINE OF
PARCEL 2 AS DESCRIBED IN SAID DEED (7567 OR 117);

THENCE ALONG SAID EASTERLY LINE NORTH 02°48'16" EAST, 5.21 FEET;

THENCE LEAVING SAID EASTERLY LINE NORTH 87°12'43" WEST, 275.01
FEET TO THE SOUTHEASTERLY CORNER OF THE "ROADWAY DEDICATION"
DESCRIBED IN THAT CERTAIN FEDERAL PUBLIC LAND DEED OF
CONVEYANCE, RECORDED JULY 2, 2018 AS DOCUMENT NO. 2018-129718 IN
THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY;

THENCE ALONG THE EASTERLY LINE OF SAID "ROADWAY DEDICATION"
NORTH 2°48'00" EAST, 7.30 FEET TO AN ANGLE POINT IN THE
SOUTHERLY LINE OF THE "CONVEYED PROPERTY PARCEL" DESCRIBED IN
SAID FEDERAL PUBLIC LAND DEED (DOC. NO. 2018-129718);

THENCE ALONG THE SOUTHERLY LINE OF SAID "CONVEYED PROPERTY
PARCEL" SOUTH 87°12'43" EAST, 275.01 FEET TO THE EASTERLY LINE
OF SAID PARCEL 1 (7567 OR 117);

THENCE ALONG SAID EASTERLY LINE NORTH 2°47'17" EAST, 47.50 FEET;

THENCE LEAVING SAID EASTERLY LINE THE FOLLOWING FIVE (5)
COURSES:

1. SOUTH 87°12'43" EAST, 22.14 FEET TO THE BEGINNING OF A
CURVE TO THE LEFT, HAVING A RADIUS OF 220.00 FEET;
2. EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF
17°24'25", AN ARC LENGTH OF 66.84 FEET;
3. NORTH 75°22'52" EAST, 208.43 FEET TO THE BEGINNING OF A
CURVE TO THE RIGHT, HAVING A RADIUS OF 280.00 FEET;
4. EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF
17°24'25", AN ARC LENGTH OF 85.07 FEET;
5. SOUTH 87°12'43" EAST, 55.88 FEET TO THE **POINT OF BEGINNING.**

CONTAINING AN AREA OF 28,308 SQUARE FEET, MORE OR LESS.

COURSES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983,
ZONE 3. DISTANCES SHOWN ARE GROUND DISTANCES. TO OBTAIN GRID
DISTANCES DIVIDE GROUND DISTANCES BY THE COMBINED SCALE FACTOR
OF 1.00007055, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY NO.
1816, FILED JUNE 6, 2003, IN BOOK 28 OF RECORDS OF SURVEY AT
PAGE 14, ALAMEDA COUNTY RECORDS.

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

END OF DESCRIPTION



DAVIS THRESH
P.L.S. NO. 6868

12/21/2018
DATED



EXHIBIT "B"

CONVEYED PROPERTY
PARCEL
S.N. 2018-129718

NOTE:

COURSES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 3. DISTANCES SHOWN ARE GROUND DISTANCES. TO OBTAIN GRID DISTANCES DIVIDE GROUND DISTANCES BY THE COMBINED SCALE FACTOR OF 1.00007055, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY NO. 1816 (28 RS 14).

LEGEND

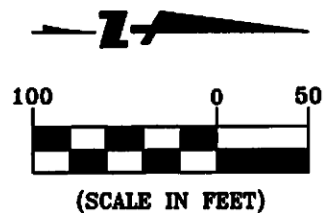
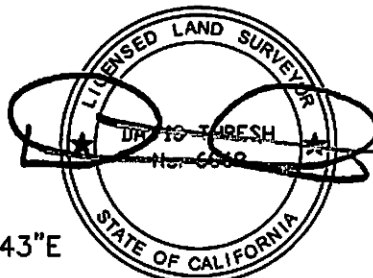
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
OR = BOOK/PAGE OR REEL/IMAGE OF OFFICIAL RECORDS, ALAMEDA COUNTY
M = BOOK AND PAGE OF MAPS
(R) = RADIAL BEARING
S.N. = SERIAL NUMBER OF DOCUMENT, ALAMEDA COUNTY OFFICIAL RECORDS

DEDICATION LIMITS

LOT LINE

ROADWAY DEDICATION
28,308 SQ. FT.±

PARCEL I
7567 OR 117



SINGLETON AVE.
325 M 83-94

POB

PARCEL AH
325 M 83-94

BETTE ST.

POC

BKF 100+
YEARS
ENGINEERS . SURVEYORS . PLANNERS

4670 WILLOW RD
SUITE 250
PLEASANTON, CA 94588
925-396-7700
925-396-7799 (FAX)

Subject PLAT TO ACCOMPANY LEGAL DESCRIPTION
ROADWAY DEDICATION (SINGLETON EXTENSION)

Job No. 20175102By MR Date 12/18/18 Chkd. WSSHEET 1 OF 1

Exhibit A-2
AHA Parcel
[attached]

PARCEL 1 OF EXHIBIT A

**LEGAL DESCRIPTION
ALAMEDA HOUSING AUTHORITY PARCEL
ALAMEDA, CALIFORNIA**

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

BEING A PORTION OF PARCEL 1, AS SAID PARCEL 1 IS DESCRIBED IN THAT CERTAIN DEED RECORDED FEBRUARY 14, 1955, IN BOOK 7567 OF OFFICIAL RECORDS, AT PAGE 117, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN DEED RECORDED AUGUST 10, 1966, IN REEL 1821, IMAGE 494 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, AND A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN DOCUMENT ENTITLED "JUDGEMENT" RECORDED DECEMBER 21, 1951, IN BOOK 6618 OF OFFICIAL RECORDS, AT PAGE 339, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, ALSO BEING A PORTION OF PARCEL 2, AS SAID PARCEL 2 IS SHOWN AND SO DESIGNATED ON THAT CERTAIN RECORD OF SURVEY NO. 1816, FILED JUNE 6, 2003, IN BOOK 28 OF RECORDS OF SURVEY, AT PAGE 14, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EASTERN LINE OF SAID PARCEL 2 (28 RS 14), SAID POINT BEING THE NORTHERN TERMINUS OF THAT CERTAIN COURSE DESIGNATED AS "NORTH 2°46'51" EAST 1167.37 FEET" ON SHEET 8 OF 12 OF SAID RECORD OF SURVEY (28 RS 14), SAID POINT ALSO BEING A POINT ON THE WESTERN LINE OF THAT CERTAIN PARCEL DESIGNATED AS "FISC SOUTH" IN THAT CERTAIN DEED RECORDED AUGUST 2, 2001, IN DOCUMENT NO. 2001-280973 OF OFFICIAL RECORDS, AND RE-RECORDED ON JUNE 2, 2003, IN DOCUMENT NO. 2003-316321 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, SAID POINT IS ALSO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LANDS DESCRIBED IN THE QUITCLAIM DEED RECORDED NOVEMBER 12, 2009 AS DOCUMENT NUMBER 2009-356111 IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY;

THENCE FROM SAID POINT OF COMMENCEMENT, ALONG THE EASTERN LINE OF SAID PARCEL 2 (28 RS 14), SOUTH 2°46'51" WEST 297.85 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID EASTERN LINE OF PARCEL 2 (28 RS 14), SOUTH 2°46'51" WEST 863.24 FEET TO A POINT ON THE SOUTHERN LINE OF SAID PARCEL 1 (7567 OR 117); SAID POINT ALSO BEING THE SOUTHEAST CORNER OF PARCEL 1A, AS SAID PARCEL 1A IS SHOWN AND SO DESIGNATED ON THAT CERTAIN

RECORD OF SURVEY NO. 2113, RECORDED MAY 1, 2007, IN BOOK 31 OF RECORDS OF SURVEYS, AT PAGE 98, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY;

THENCE, ALONG SAID SOUTHERN LINE OF PARCEL 1 (7567 OR 117), NORTH 87°13'09" WEST 351.25 FEET TO THE NORTHEASTERN CORNER OF PARCEL 2B OF THOSE CERTAIN LANDS TRANSFERRED TO THE DEPARTMENT OF HOMELAND SECURITY, U.S. COAST GUARD MAINTENANCE AND LOGISTICS COMMAND PACIFIC THROUGH THE DEPARTMENT OF NAVY (DOD) BY THAT CERTAIN DOCUMENT ENTITLED "TRANSFER AND ACCEPTANCE OF MILITARY REAL PROPERTY" (DD FORM 1354), DATED MARCH 11, 2008, SAID PARCEL 2B ALSO BEING SHOWN AND SO DESIGNATED ON SAID RECORD OF SURVEY NO. 2113 (31 RS 98);

THENCE, FROM SAID NORTHEASTERN CORNER OF PARCEL 2B (31 RS 98), ALONG THE NORTHERN LINE OF SAID PARCEL 2B (31 RS 98), NORTH 89°07'34" WEST 75.28 FEET;

THENCE, LEAVING SAID NORTHERN LINE OF PARCEL 2B, NORTH 2°46'51" EAST 2.51 FEET TO THE SOUTHWESTERN CORNER OF PARCEL 1 (7567 OR 117);

THENCE, FROM SAID SOUTHWESTERN CORNER OF PARCEL 1 (7567 OR 117), ALONG THE WESTERN LINE OF SAID PARCEL 1 (7567 OR 117), NORTH 02°46'51" EAST 516.12 FEET;

THENCE LEAVING SAID WESTERN LINE, NORTH 56°50'14" WEST 350.08 FEET;

THENCE NORTH 49°20'23" EAST, 125.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 331.00 FEET, FROM SAID POINT A RADIAL LINE BEARS NORTH 49°18'06" EAST;

THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 42°42'46", AN ARC LENGTH OF 246.75 FEET;

THENCE NORTH 2°00'52" EAST, 86.90 FEET;

THENCE SOUTH 88°06'00" EAST, 68.10 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET, FROM SAID POINT A RADIAL LINE BEARS SOUTH 88°06'00" EAST;

THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 103°27'25", AN ARC LENGTH OF 45.14 FEET TO THE BEGINNING OF A

REVERSE CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 378.00 FEET, FROM SAID POINT A RADIAL LINE BEARS NORTH 15°21'25" EAST;

THENCE EASTERLY ALONG SAID REVERSE CURVE, THROUGH A CENTRAL ANGLE OF 12°43'17", AN ARC LENGTH OF 83.93 FEET;

THENCE SOUTH 87°21'52" EAST, 191.10 FEET;

THENCE SOUTH 2°38'08" WEST, 244.25 FEET;

THENCE SOUTH 87°21'52" EAST, 356.17 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 525,611 SQUARE FEET OR 12.066 ACRES, MORE OR LESS.

COURSES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 3. DISTANCES SHOWN ARE GROUND DISTANCES. TO OBTAIN GRID DISTANCES DIVIDE GROUND DISTANCES BY THE COMBINED SCALE FACTOR OF 1.00007055, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY NO. 1816, FILED JUNE 6, 2003, IN BOOK 28 OF RECORDS OF SURVEY AT PAGE 14, ALAMEDA COUNTY RECORDS.

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

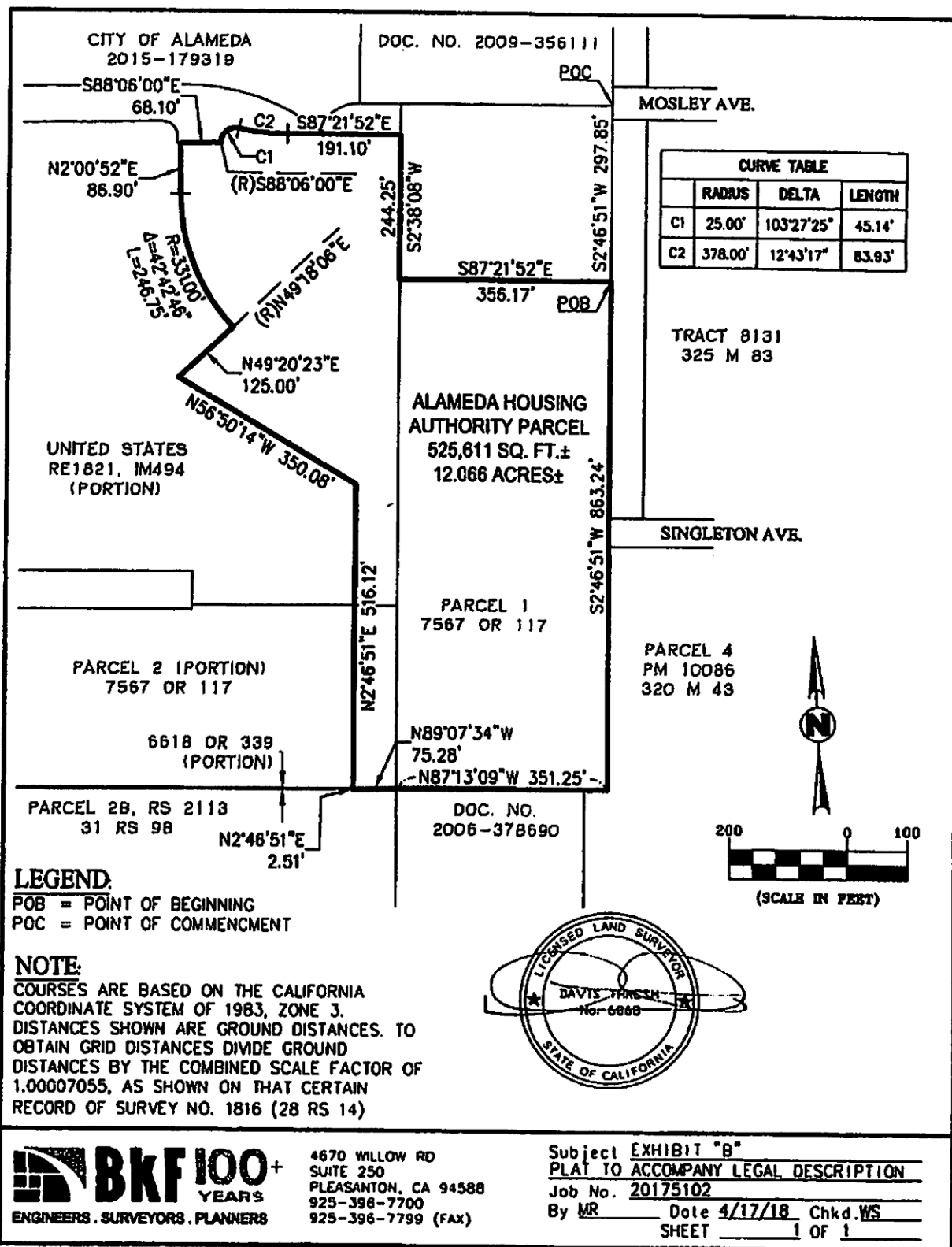
ALL PARCELS SHOWN HEREON ARE INTENDED TO LIE COINCIDENT TO ONE ANOTHER WITH NO GAPS OR OVERLAPS CREATED BY THIS DOCUMENT.

END OF DESCRIPTION


DAVIS THRESH
P.L.S. NO. 6868

4-2-2018
DATED





PARCEL 2 OF EXHIBIT A

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CONTAINED AND MORE PARTICULARLY DESCRIBED IN AND PURSUANT TO THE TERMS AND CONDITIONS OF ARTICLE 5 OF THE RECIPROCAL EASEMENT AGREEMENT, BETWEEN CP VI ADMIRALS COVE, LLC, AND THE UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE DEPARTMENT OF THE NAVY, RECORDED JULY 2, 2018 AS INSTRUMENT NO. 2018129719, ALAMEDA COUNTY RECORDS