

**AGREEMENT FOR PURCHASE AND SALE OF EASEMENT RIGHTS  
(INCLUDING ESCROW INSTRUCTIONS)**

THIS AGREEMENT FOR PURCHASE AND SALE OF EASEMENT RIGHTS (the "Agreement") is entered into as of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF BRENTWOOD, A MUNICIPAL CORPORATION (the "Purchaser"), and NUNN FAMILY (NO. 2) LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP ("Seller").

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Agreement to Sell and Purchase. Seller is the fee owner of that certain real property located in the City of Brentwood, County of Contra Costa, State of California described in that grant deed to Seller recorded November 29, 2012 as Document Number 2012-0303812 in the Official Records of Contra Costa County, and commonly known as Contra Costa County Assessor Nos 019-081-023 and 019-081-024 ("Property"). Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, upon the terms and for the consideration set forth in this Agreement, the following easements on, over, under, and across certain portions of the Property: (a) a perpetual and permanent easement for the purpose of constructing, maintaining, repairing, replacing, and improving underground public utilities, as further described and depicted in Exhibit "A" attached hereto ("Public Utility Easement -023"); (b) a perpetual and permanent easement for the purpose of constructing, maintaining, repairing, replacing, and improving underground public utilities, as further described and depicted in Exhibit "C" attached hereto ("Public Utility Easement -024"); (c) two (2) temporary construction easements for the purpose of constructing the public utilities set forth in Public Utility Easement -023, as further described in the Temporary Construction Easement attached hereto as Exhibit "B" (collectively, "Temporary Construction Easement -023"); (d) a temporary construction easement for the purpose of constructing the public utilities set forth in Public Utility Easement -024, as further described in the Temporary Construction Easement attached hereto as Exhibit "D" ("Temporary Construction Easement -024"); and (e) a temporary access easement over and across a portion of the Property for the purpose of accessing Public Utility Easement -024 and Temporary Construction Easement -024, as further described in the Access Easement attached hereto as Exhibit "E" ("Access Easement"). The Public Utility Easement -023, the Public Utility Easement -024, the Temporary Construction Easement -023, the Temporary Construction Easement -024, and the Access Easement are collectively referred to in this Agreement as the "Easements".

2. Purchase Price. The total purchase price for the Easements shall be (\$193,904.00) ONE HUNDRED NINETY THREE THOUSAND, NINE HUNDRED FOUR DOLLARS (the "Purchase Price"). Purchaser shall pay the Purchase Price by depositing into Escrow, on or before the date for close of Escrow, immediately available funds in the amount of the Purchase Price. This Purchase Price includes the cost of the Seller completing an independent appraisal of the Property. However, none of the Seller's legal fees associated with this transaction are include in the Purchase Price as legal fees are not reimbursable and are the financial liability of the Seller.

3. Access Easement. Purchaser agrees its use of the Access Easement shall not in any way unreasonably impair Seller's use, or access and ingress/egress, of the Property.

4. Escrow. Purchaser and Seller have opened or shall open an escrow (the "Escrow") in accordance with this Agreement at First American Title Company (the "Escrow Agent"). This Agreement, together with the escrow instructions prepared by Escrow Agent and executed by Purchaser and Seller, constitutes the joint escrow instructions of Purchaser and Seller, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this Escrow in the shortest possible time.

5 Deeds. Prior to the close of Escrow, Seller shall execute, acknowledge and deliver into Escrow the following: (a) a Public Utility Easement Deed for Public Utility Easement -023, in the form substantially similar to Exhibit "1", attached hereto; (b) a Temporary Construction Easement Deed for Temporary Construction Easement -023, in the form substantially similar to Exhibit "2", attached hereto; (c) a Public Utility Easement Deed for Public Utility Easement -024, in the form substantially similar to Exhibit "3", attached hereto; (d) a Temporary Construction Easement Deed for Temporary Construction Easement -024, in the form substantially similar to Exhibit "4", attached hereto; and (e) an Access Easement Deed for the Access Easement, in the form substantially similar to Exhibit "5", attached hereto (collectively, the "Grant Deeds") suitable for recordation and conveyance to the Purchaser of the Easements as set forth therein. Purchaser will execute and deliver into Escrow a Certified Resolution of Acceptance of Purchaser corresponding to each Grant Deed on or before the close of Escrow. Purchaser and Seller agree to deposit with Escrow Agent any additional instruments as may be necessary to complete this transaction.

6. Restoration; Use; Indemnity.

6.1 Restoration of Easement Areas. Following completion of the construction of the public utilities within the Public Utility Easement -023 and Public Utility Easement -024, Purchaser will restore the surface of the Easements to their condition prior to commencement of construction of the public utilities.

6.1 Use. Purchaser agrees it will not use or permit the use of any of the Easements in such a manner to unreasonably interfere with the use and enjoyment by Seller of the Property.

6.2 Indemnity. Only to the extent legally allowed, Purchaser agrees to indemnify, defend, and hold harmless Seller and Seller's partners, officers, employees, contractors, licensees, tenants, agents, and representatives (individually and collectively, "Indemnatee") from and against any claims, demands, actions, proceedings, liabilities, losses, damages, liens (including mechanic's liens), costs and expenses (including court costs and reasonable attorney, experts', and consultants' fees and costs) of any nature whatsoever, at law or in equity ("Claims") arising directly or indirectly out of or relating to (a) any act or omission in connection with the use of any of the Easements granted to Purchaser under this Agreement; (b) the negligence, willful misconduct, or intentional act of Indemnitor or any of Purchaser's employees, contractors, agents, tenants, licensees, or other representatives on or about the Property; (c) the use, transport, storage, release, or disposal of any Hazardous Materials<sup>1</sup> by

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<sup>1</sup> As used in this Agreement, "Hazardous Materials" will mean any material or substance defined or regulated as a hazardous or toxic material, waste, or substance under any federal, state, or local law, statute, ordinance, regulation, guideline, order, judicial or administrative decision, and/or any applicable insurance policy presently in effect or as may be modified from time to time after the date of this Agreement, and will specifically include, but not be limited to, petroleum products and by-products.

Purchaser or any employee, contractor, licensee, tenant, or agent of Purchaser on or about the Property, or (d) any breach of Purchaser's obligations under this Agreement.

7. Escrow Agent Authorization. Escrow Agent is authorized to, and shall:

7.1 Pay and Charge Purchaser. Pay and charge Purchaser for any Escrow fees, recording fees and other costs and expenses of Escrow payable under Section 7.6, below.

7.2 Disbursement. Disburse funds, and record the Grant Deeds and Certified Resolution(s) of Acceptance, when conditions of the Escrow have been fulfilled by Purchaser and Seller.

7.3 Close of Escrow. The term "Close of Escrow" and "Closing", if and where written in these instructions, shall mean the date the Grant Deeds and other necessary instruments of conveyance are recorded in the office of the Contra Costa County Recorder.

7.4 Time Limits. All time limits within which any matter specified is to be performed may be extended by mutual agreement of the parties. Any amendment of, or supplement to, any instructions must be in writing.

7.5 Time of the Essence. TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE ON OR BEFORE MAY 1, 2024. If this Escrow is not in condition to close by such date, then (a) Purchaser may waive any conditions that have not been met; (b) Purchaser may, in writing, terminate this Agreement and demand the return of its money or property; or (c) if the delay is caused by the failure of a senior lienholder to subordinate its interests, Purchaser has the right to extend the closing a reasonable period of time to allow the senior lienholder time to process a subordination, which in no event shall exceed six (6) months from the date of this Agreement.

7.6 Escrow Fees, Charges and Costs. Purchaser agrees to pay all Purchaser's and Seller's usual fees, charges, and costs which arise in this Escrow.

7.7 Transfer Taxes. No transfer tax shall be due because Purchaser is a public entity.

8. Possession and Disposition of Personal Property. Seller shall, prior to the Close of Escrow, remove or otherwise dispose of all personal property located within the Easements.

9. Warranties, Representations, and Covenants of Seller. Seller hereby warrants, represents, and/or covenants to Purchaser that:

9.1 Pending Claims. To Seller's knowledge<sup>2</sup>, there are no actions, suits, claims, legal proceedings, or any other proceedings affecting the Property or any portion thereof, at law, or in equity before any court or governmental agency.

9.2 Seller's Title. Until the Close of Escrow, Seller shall not impair Seller's title to the Easements.

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<sup>2</sup> The term "Seller's knowledge" means the actual and not constructive knowledge of Jeff Houd, with no duty of investigation or inquiry.

9.4 Right to Possession. No person or entity other than Seller has the right to possess the Property or any portion of it, as of the date of this Agreement.

10. Broker's Commission. Seller and Purchaser each warrants and represents that it has not engaged the services of any agent, finder or broker in connection with the transaction which is the subject of this Agreement, and that it is not liable for any real estate commissions, broker's fees or finder's fees which may accrue by means of the sale of the Property.

11. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, electronic mail, reputable overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received upon the earlier of: (i) if personally delivered, the date of delivery to the address of the person to receive such notice; (ii) if mailed, three (3) business days after the date of posting by the United States post office; (iii) if delivered by Federal Express or other overnight courier for next business day delivery, the next business day; or (iv) if sent by electronic mail, with the original sent on the same day by overnight courier, the date on which the electronic mail is received, provided it is before 5:00 P.M. Pacific Time. Notice of change of address shall be given by written notice in the manner described in this Section. Rejection or other refusal to accept or the inability to deliver because of a change in address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Unless changed in accordance herewith, the addresses for notices given pursuant to this Agreement shall be as follows:

If to Seller: Jeff Houd, Nunn Family Trust  
741 Sunset Road  
Brentwood, CA 94513  
(925) 813-2254  
[jeffhoud@yahoo.com](mailto:jeffhoud@yahoo.com)

Laura Diiorio, Nunn Family Trust  
438 Eureka Avenue  
Brentwood, CA 94513  
(925) 813-2253  
[lauraanndiiorio@gmail.com](mailto:lauraanndiiorio@gmail.com)

Bob Nunn, Nunn Family Trust  
10500 Brentwood Boulevard  
Brentwood, CA 95613  
(510) 301-2320  
[nunnbtr@aol.com](mailto:nunnbtr@aol.com)

If to Purchaser: City of Brentwood  
150 City Park Way  
Brentwood, CA 94513  
Attention: Tim Ogden, City Manager  
(925) 516-5440  
[togden@brentwoodca.gov](mailto:togden@brentwoodca.gov)

12. Entire Agreement. This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understanding of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

13. Governing Law. This Agreement and the exhibits attached hereto have been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California without regard to its choice of law principles.

14. Amendments. No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing by Purchaser and Seller.

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

16. Binding Upon Successors. The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereof.

17. Cooperation. Each party agrees to cooperate with the other in the Closing of this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

PURCHASER:

CITY OF BRENTWOOD, a municipal corporation

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

By: \_\_\_\_\_  
Tim Y. Ogden, City Manager

ATTEST:

\_\_\_\_\_  
Margaret Wimberly, City Clerk


APPROVED AS TO FORM:

\_\_\_\_\_  
Katherine Wisinski, Interim City Attorney

SELLER:

NUNN FAMILY (NO.2) LIMITED PARTNERSHIP

5/2/2024  
Date: \_\_\_\_\_

DocuSigned by:  
By:   
0FF7F1E68B8545A...

Jeff Houd  
Name: \_\_\_\_\_

Its: Owner \_\_\_\_\_

5/2/2024  
Date: \_\_\_\_\_

DocuSigned by:  
By:   
331504C8B1A4404...

Laura Houd Diiorio  
Name: \_\_\_\_\_

Its: General partner \_\_\_\_\_

**EXHIBIT "A"**

LEGAL DESCRIPTION

Public Utility Easement  
APN 019-081-023

[to be inserted]

JUNE 15, 2023  
JOB NO.: 2955-000

**EXHIBIT A  
LEGAL DESCRIPTION  
PUBLIC UTILITY EASEMENT**

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

BEING A PORTION OF THE LANDS DESCRIBED IN THAT GRANT DEED TO NUNN FAMILY (NO.2) LIMITED PARTNERSHIP RECORDED NOVEMBER 29, 2012 AS DOCUMENT NUMBER 2012-0303812, SAID LANDS BEING ALSO PARCELS FIVE AND SIX AS DESCRIBED IN THAT GRANT DEED RECORDED JUNE 30, 1982 IN BOOK 10834, AT PAGE 480, BOTH OF OFFICIAL RECORDS OF CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT A POINT ON THE SOUTHERN LINE OF SAID LANDS OF NUNN, SAID POINT BEING ON THE EASTERN RIGHT-OF-WAY LINE OF THE CALIFORNIA HIGHWAY 4 BYPASS;

THENCE, FROM SAID POINT OF BEGINNING, NORTHERLY ALONG SAID EASTERN LINE OF THE CALIFORNIA HIGHWAY 4 BYPASS, ALONG THE ARC OF A 2,877.15 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 84°45'58" EAST, THROUGH A CENTRAL ANGLE OF 01°00'01", AN ARC DISTANCE OF 50.23 FEET;

THENCE, LEAVING SAID EASTERN LINE, SOUTH 89°18'56" EAST 114.64 FEET;

THENCE, SOUTH 00°41'04" WEST 30.00 FEET;

THENCE, SOUTH 89°18'56" EAST 373.16 FEET;

THENCE, NORTH 48°45'53" EAST 86.08 FEET;

THENCE, NORTH 00°43'18" EAST 37.45 FEET;

THENCE, SOUTH 89°07'27" EAST 104.61 FEET TO A POINT ON THE EASTERN LINE OF SAID LANDS OF NUNN;

THENCE, ALONG SAID EASTERN LINE, SOUTH 00°52'33" WEST 73.98 FEET;

THENCE, LEAVING SAID EASTERN LINE, NORTH 89°07'27" WEST 77.95 FEET;

THENCE, SOUTH 48°49'08" WEST 61.27 FEET TO A POINT ON THE SOUTHERN LINE OF SAID LANDS OF NUNN;

THENCE, ALONG SAID SOUTHERN LINE, NORTH 89°18'56" WEST 527.92 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 24,084 SQUARE FEET OF LAND, MORE OR LESS.



JUNE 15, 2023  
JOB NO.: 2955-000

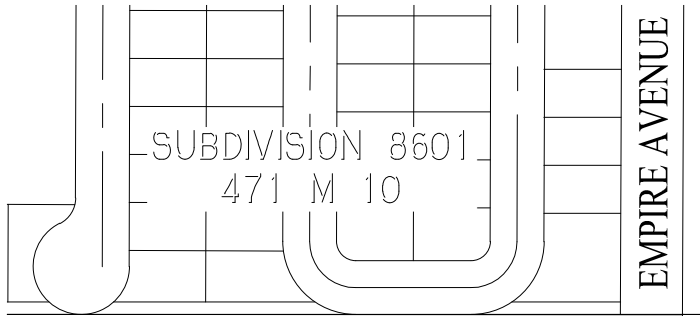
ATTACHED HERETO IS EXHIBIT B, A PLAT TO ACCOMPANY LEGAL DESCRIPTION,  
AND BY THIS REFERENCE MADE A PART HEREOF.

**END OF DESCRIPTION**



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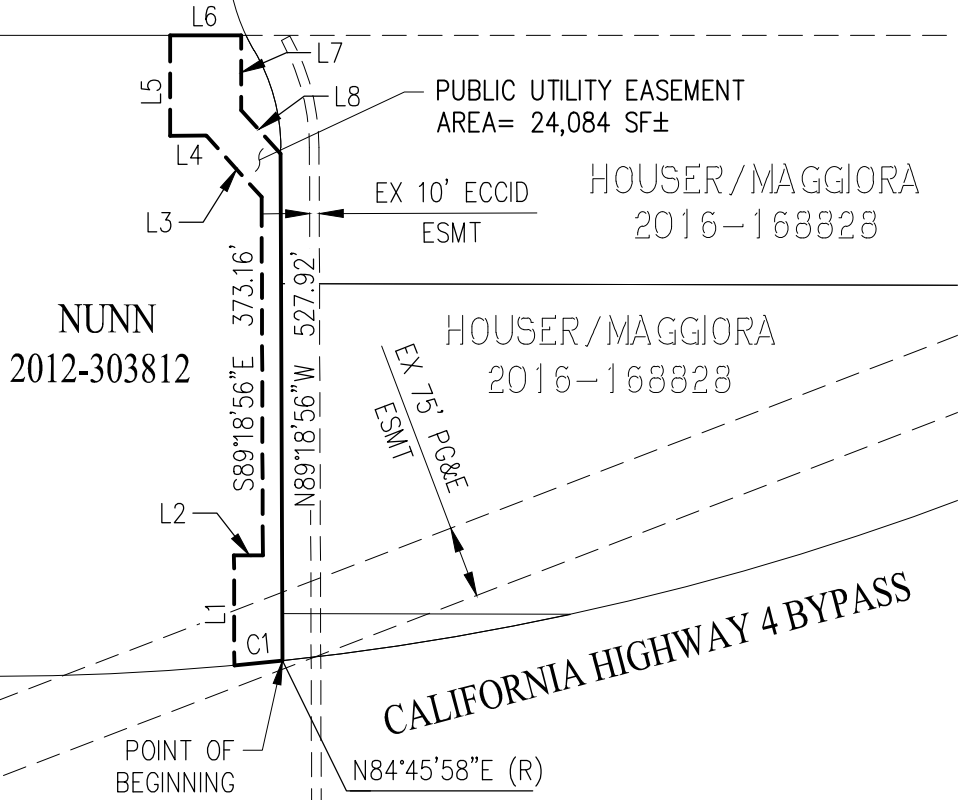
MATHEW A. STEWARD, P.L.S.  
L.S. NO. 9036



CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	2877.15'	1°00'01"	50.23'

CONTRA COSTA WATER DISTRICT  
96-234949

LINE TABLE		
NO	BEARING	LENGTH
L1	S89°18'56"E	114.64'
L2	S00°41'04"W	30.00'
L3	N48°45'53"E	86.08'
L4	N00°43'18"E	37.45'
L5	S89°07'27"E	104.61'
L6	S00°52'33"W	73.98'
L7	N89°07'27"W	77.95'
L8	S48°49'08"W	61.27'



SCALE: 1"=200'



# PLAT TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT B

PUBLIC UTILITY EASEMENT - PORTION OF NUNN PROPERTY (2012-303812)  
BRENTWOOD, CALIFORNIA

JUNE 15, 2023

SHEET 1 OF 1



CIVIL ENGINEERS

SAN RAMON ■ (925) 866-0322  
ROSEVILLE ■ (916) 788-4456  
WWW.CBANDG.COM

■ SURVEYORS ■ PLANNERS

**EXHIBIT "B"**

LEGAL DESCRIPTION

Temporary Construction Easement

APN 019-081-023

[to be inserted]

JUNE 15, 2023  
JOB NO.: 2955-000

**EXHIBIT A  
LEGAL DESCRIPTION  
TEMPORARY CONSTRUCTION EASEMENTS**

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

BEING A PORTION OF THE LANDS DESCRIBED IN THAT GRANT DEED TO NUNN FAMILY (NO.2) LIMITED PARTNERSHIP RECORDED NOVEMBER 29, 2012 AS DOCUMENT NUMBER 2012-0303812, SAID LANDS BEING ALSO PARCELS FIVE AND SIX AS DESCRIBED IN THAT GRANT DEED RECORDED JUNE 30, 1982 IN BOOK 10834, AT PAGE 480, BOTH OF OFFICIAL RECORDS OF CONTRA COSTA COUNTY;

CONSISTING OF TWO (2) EASEMENT AREAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**TEMPORARY CONSTRUCTION EASEMENT 1**

COMMENCING AT A POINT ON THE SOUTHERN LINE OF SAID LANDS OF NUNN, SAID POINT BEING ON THE EASTERN RIGHT-OF-WAY LINE OF THE CALIFORNIA HIGHWAY 4 BYPASS;

THENCE, FROM SAID POINT OF COMMENCEMENT, NORTHERLY ALONG SAID EASTERN LINE OF THE CALIFORNIA HIGHWAY 4 BYPASS, ALONG THE ARC OF A 2,877.15 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 84°45'58" EAST, THROUGH A CENTRAL ANGLE OF 01°00'01", AN ARC DISTANCE OF 50.23 FEET TO THE **POINT OF BEGINNING** FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID EASTERN LINE OF CALIFORNIA HIGHWAY 4 BYPASS, ALONG SAID ARC OF THE TANGENT 2,877.15 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 85°45'58" EAST, THROUGH A CENTRAL ANGLE OF 00°17'59", AN ARC DISTANCE OF 15.05 FEET;

THENCE, LEAVING SAID EASTERN LINE, SOUTH 89°18'56" EAST 130.89 FEET;

THENCE, SOUTH 00°41'04" WEST 30.00 FEET;

THENCE, SOUTH 89°18'56" EAST 352.42 FEET;

THENCE, NORTH 48°45'53" EAST 73.65 FEET;

THENCE, NORTH 00°43'18" EAST 45.80 FEET;

THENCE, SOUTH 89°07'27" EAST 119.66 FEET TO A POINT ON THE EASTERN LINE OF SAID LANDS OF NUNN;

JUNE 15, 2023  
JOB NO.: 2955-000

THENCE, ALONG SAID EASTERN LINE, SOUTH 00°52'33" WEST 15.00 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT A**;

THENCE, LEAVING SAID EASTERN LINE, NORTH 89°07'27" WEST 104.61 FEET;

THENCE, SOUTH 00°43'18" WEST 37.45 FEET;

THENCE, SOUTH 48°45'53" WEST 86.08 FEET;

THENCE, NORTH 89°18'56" WEST 373.16 FEET;

THENCE, NORTH 00°41'04" EAST 30.00 FEET;

THENCE, NORTH 89°18'56" WEST 114.64 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 11,238 SQUARE FEET OF LAND, MORE OR LESS.

**TEMPORARY CONSTRUCTION EASEMENT 2**

COMMENCING AT HEREIN DEFINED POINT A;

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG SAID EASTERN LINE OF SAID LANDS NUNN, SOUTH 00°52'33" WEST 73.98 FEET TO THE **POINT OF BEGINNING** FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID EASTERN LINE, SOUTH 00°52'33" WEST 4.78 FEET TO THE SOUTHEASTERN CORNER OF SAID LANDS;

THENCE, ALONG THE SOUTHERN LINE OF SAID LANDS THE FOLLOWING TWO (2) COURSES:

- 1) SOUTHWESTERLY, ALONG THE ARC OF A NON-TANGENT 200.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 24°29'20" EAST, THROUGH A CENTRAL ANGLE OF 05°11'03", AN ARC DISTANCE OF 18.10 FEET;
- 2) ALONG THE ARC OF A REVERSE 200.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 00°59'42", AN ARC DISTANCE OF 3.47 FEET;

THENCE, LEAVING SAID SOUTHERN LINE, NORTH 89°07'27" WEST 53.20 FEET;

THENCE, SOUTH 48°49'08" WEST 37.71 FEET TO A POINT ON SAID SOUTHERN LINE OF SAID LANDS;

JUNE 15, 2023  
JOB NO.: 2955-000

THENCE, ALONG SAID SOUTHERN LINE THE FOLLOWING TWO (2) COURSES:

- 1) WESTERLY, ALONG THE ARC OF A NON-TANGENT 200.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH  $04^{\circ}07'47''$  WEST, THROUGH A CENTRAL ANGLE OF  $04^{\circ}48'51''$ , AN ARC DISTANCE OF 16.80 FEET;
- 2) NORTH  $89^{\circ}18'56''$  WEST 6.48 FEET;

THENCE, LEAVING SAID SOUTHERN LINE, NORTH  $48^{\circ}49'08''$  EAST 61.27 FEET;

THENCE, SOUTH  $89^{\circ}07'27''$  EAST 77.95 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1,772 SQUARE FEET OF LAND, MORE OR LESS.

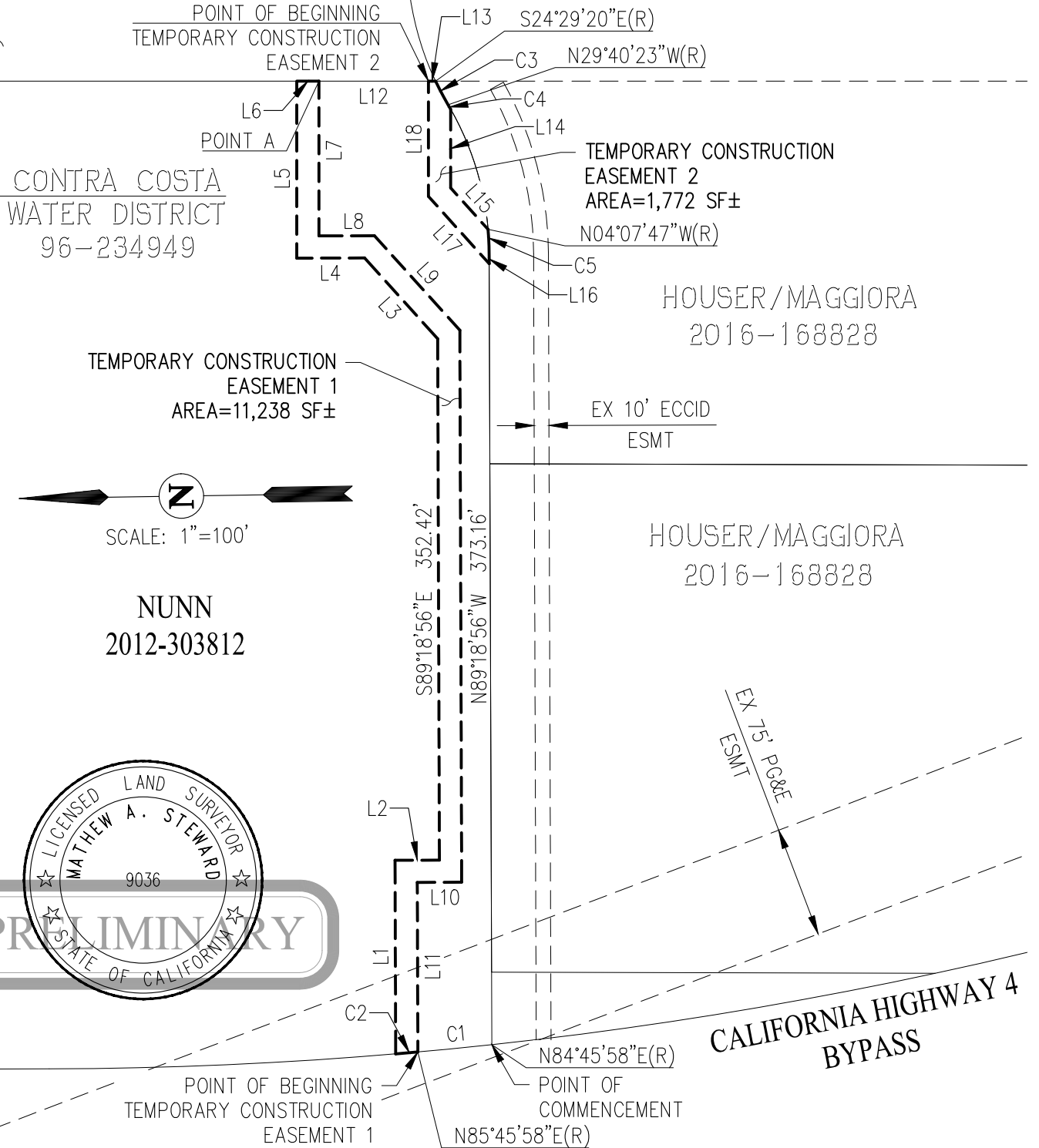
ATTACHED HERETO IS EXHIBIT B, A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

**END OF DESCRIPTION**

**PRELIMINARY**

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MATHEW A. STEWARD, P.L.S.  
L.S. NO. 9036



SCALE: 1"=100'

NUNN  
2012-303812



# PLAT TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT B

TEMPORARY CONSTRUCTION EASEMENT - PORTION OF NUNN PROPERTY (2012-303812)

BRENTWOOD, CALIFORNIA

JUNE 15, 2023

SHEET 1 OF 2



CIVIL ENGINEERS ■ SURVEYORS ■ PLANNERS

SAN RAMON ■ (925) 866-0322

ROSEVILLE ■ (916) 788-4456

WWW.CBANDG.COM

LINE TABLE		
NO	BEARING	LENGTH
L1	S89°18'56"E	130.89'
L2	S00°41'04"W	30.00'
L3	N48°45'53"E	73.65'
L4	N00°43'18"E	45.80'
L5	S89°07'27"E	119.66'
L6	S00°52'33"W	15.00'
L7	N89°07'27"W	104.61'
L8	S00°43'18"W	37.45'
L9	S48°45'53"W	86.08'

LINE TABLE		
NO	BEARING	LENGTH
L10	N00°41'04"E	30.00'
L11	N89°18'56"W	114.64'
L12	S00°52'33"W	73.98'
L13	S00°52'33"W	4.78'
L14	N89°07'27"W	53.20'
L15	S48°49'08"W	37.71'
L16	N89°18'56"W	6.48'
L17	N48°49'08"E	61.27'
L18	S89°07'27"E	77.95'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	2877.15'	1°00'01"	50.23'
C2	2877.15'	0°17'59"	15.05'
C3	200.00'	5°11'03"	18.10'
C4	200.00'	0°59'42"	3.47'
C5	200.00'	4°48'51"	16.80'

PRELIMINARY

# PLAT TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT B  
TEMPORARY CONSTRUCTION EASEMENT  
BRENTWOOD, CALIFORNIA

JUNE 15, 2023

SHEET 2 OF 2



CIVIL ENGINEERS

SAN RAMON ■ (925) 866-0322

ROSEVILLE ■ (916) 788-4456

WWW.CBANDG.COM

■ SURVEYORS ■ PLANNERS



**EXHIBIT "C"**

LEGAL DESCRIPTION

Public Utility Easement  
APN 019-081-024

[to be inserted]

JUNE 15, 2023  
JOB NO.: 2955-000

**EXHIBIT A  
LEGAL DESCRIPTION  
PUBLIC UTILITY EASEMENT**

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

BEING A PORTION OF THE LANDS DESCRIBED IN THAT GRANT DEED TO NUNN FAMILY (NO.2) LIMITED PARTNERSHIP RECORDED NOVEMBER 29, 2012 AS DOCUMENT NUMBER 2012-0303812, SAID LANDS BEING ALSO PARCELS FIVE AND SIX AS DESCRIBED IN THAT GRANT DEED RECORDED JUNE 30, 1982 IN BOOK 10834, AT PAGE 480, BOTH OF OFFICIAL RECORDS OF CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT A POINT ON THE SOUTHERN LINE OF SAID LANDS OF NUNN, SAID POINT BEING ON THE WESTERN RIGHT-OF-WAY LINE OF THE CALIFORNIA HIGHWAY 4 BYPASS;

THENCE, FROM SAID POINT OF BEGINNING, ALONG SAID SOUTHERN LINE, NORTH 89°18'56" WEST, 50.56 FEET;

THENCE, LEAVING SAID SOUTHERN LINE, NORTH 00°41'04" EAST, 50.00 FEET;

THENCE, SOUTH 89°18'56" EAST, 50.60 FEET TO A POINT ON SAID WESTERN LINE OF THE CALIFORNIA HIGHWAY 4 BYPASS;

THENCE, ALONG SAID WESTERN LINE, SOUTH 00°43'57" WEST, 50.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 2,529 SQUARE FEET OF LAND, MORE OR LESS.

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

**END OF DESCRIPTION**

**PRELIMINARY**

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MATHEW A. STEWARD, P.L.S.  
L.S. NO. 9036



SCALE: 1"=100'

NUNN  
2012-303812

HOUSER/MAGGIORA  
2016-168828

CALIFORNIA HIGHWAY 4 BYPASS

EX 75' PG&E  
ESMT

POINT OF  
BEGINNING

HOUSER/MAGGIORA  
2016-168828

L3

L4

L1

PUBLIC UTILITY EASEMENT  
AREA=2,529 SF±

L2

HOUSER/MAGGIORA  
2016-168828

NUNN  
2012-303812

EX 10' ECCID ESMT

LINE TABLE		
NO	BEARING	LENGTH
L1	N89°18'56"W	50.56'
L2	N00°41'04"E	50.00'
L3	S89°18'56"E	50.60'
L4	S00°43'57"W	50.00'



# PLAT TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT B

PUBLIC UTILITY EASEMENT - PORTION OF NUNN PROPERTY (2012-303812)

BRENTWOOD, CALIFORNIA

JUNE 15, 2023

SHEET 1 OF 1



CIVIL ENGINEERS ■ SURVEYORS ■ PLANNERS

SAN RAMON ■ (925) 866-0322

ROSEVILLE ■ (916) 788-4456

WWW.CBANDG.COM

**EXHIBIT "D"**

LEGAL DESCRIPTION

Temporary Construction Easement  
APN 019-081-024

[to be inserted]

JUNE 15, 2023  
JOB NO.: 2955-000

**EXHIBIT A  
LEGAL DESCRIPTION  
TEMPORARY CONSTRUCTION EASEMENT**

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

BEING A PORTION OF THE LANDS DESCRIBED IN THAT GRANT DEED TO NUNN FAMILY (NO.2) LIMITED PARTNERSHIP RECORDED NOVEMBER 29, 2012 AS DOCUMENT NUMBER 2012-0303812, SAID LANDS BEING ALSO PARCELS FIVE AND SIX AS DESCRIBED IN THAT GRANT DEED RECORDED JUNE 30, 1982 IN BOOK 10834, AT PAGE 480, BOTH OF OFFICIAL RECORDS OF CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHERN LINE OF SAID LANDS OF NUNN, SAID POINT BEING ON THE WESTERN RIGHT-OF-WAY LINE OF THE CALIFORNIA HIGHWAY 4 BYPASS;

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG SAID WESTERN LINE OF THE CALIFORNIA HIGHWAY 4 BYPASS, NORTH 00°43'57" EAST, 50.00 FEET TO THE **POINT OF BEGINNING**;

THENCE, FROM SAID POINT OF BEGINNING, LEAVING SAID WESTERN LINE, NORTH 89°18'56" WEST, 50.60 FEET;

THENCE, SOUTH 00°41'04" WEST 50.00 FEET TO A POINT ON THE SOUTHERN LINE OF SAID LANDS;

THENCE, ALONG SAID SOUTHERN LINE, NORTH 89°18'56" WEST 15.00 FEET;

THENCE, LEAVING SAID SOUTHERN LINE, NORTH 00°41'04" EAST 65.00 FEET;

THENCE, SOUTH 89°18'56" EAST 65.61 FEET TO A POINT ON SAID WESTERN LINE OF THE CALIFORNIA HIGHWAY 4 BYPASS;

THENCE, ALONG SAID WESTERN LINE, SOUTH 00°43'57" WEST 15.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1,734 SQUARE FEET OF LAND, MORE OR LESS.

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

**END OF DESCRIPTION**



\_\_\_\_\_  
MATHEW A. STEWARD, P.L.S.  
L.S. NO. 9036



SCALE: 1"=100'

NUNN  
2012-303812

HOUSER/MAGGIORA  
2016-168828

CALIFORNIA HIGHWAY 4 BYPASS

EX 75' PG&E  
ESMT

POINT OF BEGINNING

N0°43'57"E  
50.00'

POINT OF COMMENCEMENT

TEMPORARY CONSTRUCTION EASEMENT  
AREA=1,734 SF±

HOUSER/MAGGIORA  
2016-168828

HOUSER/MAGGIORA  
2016-168828

NUNN  
2012-303812

EX 10' ECCID ESMT

LINE TABLE		
NO	BEARING	LENGTH
L1	N89°18'56"W	50.60'
L2	S00°41'04"W	50.00'
L3	N89°18'56"W	15.00'
L4	N00°41'04"E	65.00'
L5	S89°18'56"E	65.61'
L6	S00°43'57"W	15.00'



# PLAT TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT B

TEMPORARY CONSTRUCTION EASEMENT - PORTION OF NUNN PROPERTY (2012-303812)  
BRENTWOOD, CALIFORNIA

JUNE 15, 2023

SHEET 1 OF 1



CIVIL ENGINEERS ■ SURVEYORS ■ PLANNERS

SAN RAMON ■ (925) 866-0322  
ROSEVILLE ■ (916) 788-4456  
WWW.CBANDG.COM

**EXHIBIT "E"**

**LEGAL DESCRIPTION**

Access Easement  
APN 019-081-024

Being a portion of the northwest one-quarter of section 10, t. 1 n., r. 2 e., m.d.b.&m., described as follows:

Beginning at a rebar monument marking the center one-quarter - one-quarter Corner of the northwest one-quarter of said section 10; thence along the west Line of the southeast one-quarter of said northwest one-quarter of section 10, South  $0^{\circ} 52' 01''$  west, 58.17 feet; thence leaving last said west line, south  $89^{\circ} 18' 43''$  East 1172.32 feet; thence along a curve concave to the northwest, having a radius of 200 feet, through an angle of  $30^{\circ} 21' 27''$ , a distance of 105.97 feet to a point; Thence along a curve concave to the southeast, having a radius of 200 feet, Through an angle of  $25^{\circ} 17' 16''$ , a distance of 88.27 feet to a point on the north line of said southeast one-quarter of the northwest one-quarter section 10, said Point lying, north  $89^{\circ} 17' 54''$  west, 17.64 feet from an iron pipe marking the Northeast corner of said southeast one-quarter of the northwest one-quarter of Section 10; thence from said point, along the north line of said southeast one quarter of the northwest one-quarter of section 10, north  $89^{\circ} 07' 54''$  west, 1306.63 Feet to the point of beginning.

**EXHIBIT "1"**

Public Utility Easement Deed  
APN 019-081-023

[to be inserted]



**RECORDING REQUESTED BY:**

City of Brentwood

**WHEN RECORDED RETURN TO:**

City of Brentwood  
Attn: City Clerk  
150 City Park Way  
Brentwood, CA 94513

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Exempt from Documentary Transfer Tax §11922  
Exempt from Recording Fee Government Code §6103  
APN: 019-081-023

**PUBLIC UTILITY EASEMENT DEED**

For valuable consideration received, NUNN FAMILY (NO. 2) LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP (“GRANTOR”) does hereby grant to the CITY OF BRENTWOOD, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA (“GRANTEE”), a perpetual and permanent Easement for Public Utilities including but not limited to water, nonpotable water, sewer, storm drain, gas, telephone, cable TV, underground power, fiber optics and other appurtenances as GRANTEE may deem necessary along with any other appliances and fixtures in connection therewith or appurtenant thereto, together with the right to survey, mark, construct, reconstruct, install, replace, remove, repair, alter, operate, maintain, inspect, and use, and for ingress and egress, all in connection with the exercise of any of the foregoing rights, over, across, through and under that certain property in the City of Brentwood, County of Contra Costa, State of California, described as follows:

**Described in Exhibit “A” and shown on Exhibit “B” attached hereto and made a part hereof (“Easement Area”).**

The Easement Area is a portion of, and burdens, that certain real property of GRANTOR located in the City of Brentwood, County of Contra Costa, State of California described in that grant deed to GRANTOR recorded November 29, 2012 as Document Number 2012-0303812 in the Official Records of Contra Costa County, and commonly known as Contra Costa County Assessor Nos 019-081-023 and 019-081-024 (“Property”).

GRANTOR shall not increase or decrease, or permit to be increased or decreased, the now existing ground elevations of said Easement without the prior written consent of the GRANTEE. GRANTOR reserves the right to full use and enjoyment of the Property, except for the purposes herein granted, provided that such use and enjoyment shall not hinder, conflict or interfere with the exercise of the GRANTEE’s rights hereunder, and that GRANTOR shall not, without the express written consent of GRANTEE, erect or construct or permit to be erected or constructed, any building, structure, or improvement on, over, or under any portion of the Easement Area, or plant any trees or other vegetation on any portion of the Easement Area. GRANTEE shall have the right to trim, cut or clear away any trees, brush, or other vegetation located within the Easement Area from time to time as determined in its sole discretion, without payment of additional compensation.

The installed utilities and other appurtenances shall at all times remain the property of the GRANTEE notwithstanding the same may be annexed or affixed to the freehold, and shall at any time and from time to time be removable, in whole or in part, by the GRANTEE, its successors and assigns.

GRANTEE shall have the further right to retain said utilities and other appurtenances in and at its/their existing location(s) and depth(s) for the duration of the easement granted herein, i.e., the location and depth thereof as provided herein and as constructed by GRANTEE, without being required by GRANTOR to relocate or lower said utilities in connection with any surface or subsurface work or improvement; provided that GRANTOR may request GRANTEE to relocate or lower its said utilities to another location or depth on GRANTOR's property which is compatible with GRANTEE's operations, if GRANTOR pays the entire cost thereof of such relocation or lowering; provided further that, if GRANTOR so requests the relocation of said utilities to a location outside the Easement Area, GRANTOR shall, at its cost, provide to GRANTEE a replacement easement for said utilities of the same width as the Easement Area and containing the same terms and conditions as are herein provided.

GRANTEE may assign the rights and Easement herein granted, either in whole or in part, subject to the terms of this grant and subject to and consistent with all applicable laws, rules, and regulations. The covenants contained herein shall run with the land and this instrument shall be binding upon and inure to the benefit of the respective successors and assigns of the GRANTOR and GRANTEE.

**GRANTOR: Nunn Family (No. 2) Limited Partnership, a California limited partnership**

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

By \_\_\_\_\_

Name: \_\_\_\_\_

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

By \_\_\_\_\_

Name: \_\_\_\_\_

Certificate of Acceptance  
Government Code §27281

This is to certify that the interest in real property conveyed by the Public Utility Easement Deed dated \_\_\_\_\_, from Nunn Family (No. 2) Limited Partnership, a California limited partnership to City of Brentwood, a municipal corporation of the State of California, is hereby accepted pursuant to authority conferred by Ordinance No. 1031 of the City Council adopted on February 24th, 2022, and the City of Brentwood consents to recordation thereof by its duly authorized officer.

\_\_\_\_\_  
Allen Baquilar, PE  
Director of Engineering/City Engineer

\_\_\_\_\_  
Date

**EXHIBIT "2"**

Temporary Construction Easement Deed

APN 019-081-023

[to be inserted]

**RECORDING REQUESTED BY:**

City of Brentwood

**WHEN RECORDED RETURN TO:**

City of Brentwood  
Attn: City Clerk  
150 City Park Way  
Brentwood, CA 94513

Exempt from Documentary Transfer Tax §11922  
Exempt from Recording Fee Government Code §6103  
APN: 019-081-023

**TEMPORARY CONSTRUCTION EASEMENT DEED**

For valuable consideration received, NUNN FAMILY (NO. 2) LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP (“GRANTOR”) does hereby grant to the CITY OF BRENTWOOD, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA (“GRANTEE”), a temporary easement for the purpose of constructing public utilities, but not limited to, use for ingress and egress, and other activities incidental to the construction of public utilities (“Temporary Construction Easement”).

The Temporary Construction Easement is:

**Described in Exhibit “A” and shown on Exhibit “B” attached hereto and made a part hereof.**

The Temporary Construction Easement is a portion of, and burdens, that certain real property of GRANTOR located in the City of Brentwood, County of Contra Costa, State of California described in that grant deed to GRANTOR recorded November 29, 2012 as Document Number 2012-0303812 in the Official Records of Contra Costa County, and commonly known as Contra Costa County Assessor Nos 019-081-023 and 019-081-024 (“Property”).

The Temporary Construction Easement and its related purposes shall not in any way unreasonably impair GRANTOR’S use, or access and ingress/egress, of the Property. This Temporary Construction Easement shall become effective upon recordation with Contra Costa County Clerk Recorder, and shall terminate either upon GRANTEE’S recordation of the Notice of Completion of construction of that portion of the project lying adjacent to the Property, OR no more than 18-months after commencement of construction, whichever event occurs first.

**GRANTOR: Nunn Family (No. 2) Limited Partnership, a California limited partnership**

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

By \_\_\_\_\_

Name: \_\_\_\_\_

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

By \_\_\_\_\_

Name: \_\_\_\_\_

Certificate of Acceptance  
Government Code §27281

This is to certify that the interest in real property conveyed by the Temporary Construction Easement Deed dated \_\_\_\_\_, from Nunn Family (No. 2) Limited Partnership, a California limited partnership to City of Brentwood, a municipal corporation of the State of California, is hereby accepted pursuant to authority conferred by Ordinance No. 1031 of the City Council adopted on February 24th, 2022, and the City of Brentwood consents to recordation thereof by its duly authorized officer.

\_\_\_\_\_  
Allen Baquilar, PE  
Director of Engineering/City Engineer

\_\_\_\_\_  
Date

**EXHIBIT "3"**

Public Utility Easement Deed  
APN 019-081-024

[to be inserted]

**RECORDING REQUESTED BY:**

City of Brentwood

**WHEN RECORDED RETURN TO:**

City of Brentwood  
Attn: City Clerk  
150 City Park Way  
Brentwood, CA 94513

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Exempt from Documentary Transfer Tax §11922  
Exempt from Recording Fee Government Code §6103  
APN: 019-081-024

**PUBLIC UTILITY EASEMENT DEED**

For valuable consideration received, NUNN FAMILY (NO. 2) LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP (“GRANTOR”) does hereby grant to the CITY OF BRENTWOOD, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA (“GRANTEE”), a perpetual and permanent Easement for Public Utilities including but not limited to water, nonpotable water, sewer, storm drain, gas, telephone, cable TV, underground power, fiber optics and other appurtenances as GRANTEE may deem necessary along with any other appliances and fixtures in connection therewith or appurtenant thereto, together with the right to survey, mark, construct, reconstruct, install, replace, remove, repair, alter, operate, maintain, inspect, and use, and for ingress and egress, all in connection with the exercise of any of the foregoing rights, over, across, through and under that certain property in the City of Brentwood, County of Contra Costa, State of California, described as follows:

**Described in Exhibit “A” and shown on Exhibit “B” attached hereto and made a part hereof (“Easement Area”).**

The Easement Area is a portion of, and burdens, that certain real property of GRANTOR located in the City of Brentwood, County of Contra Costa, State of California described in that grant deed to GRANTOR recorded November 29, 2012 as Document Number 2012-0303812 in the Official Records of Contra Costa County, and commonly known as Contra Costa County Assessor Nos 019-081-023 and 019-081-024 (“Property”).

GRANTOR shall not increase or decrease, or permit to be increased or decreased, the now existing ground elevations of said Easement without the prior written consent of the GRANTEE. GRANTOR reserves the right to full use and enjoyment of the Property, except for the purposes herein granted, provided that such use and enjoyment shall not hinder, conflict or interfere with the exercise of the GRANTEE’s rights hereunder, and that GRANTOR shall not, without the express written consent of GRANTEE, erect or construct or permit to be erected or constructed, any building, structure, or improvement on, over, or under any portion of the Easement Area, or plant any trees or other vegetation on any portion of the Easement Area. GRANTEE shall have the right to trim, cut or clear away any trees, brush, or other vegetation located within the Easement Area from time to time as determined in its sole discretion, without payment of additional compensation.

The installed utilities and other appurtenances shall at all times remain the property of the GRANTEE notwithstanding the same may be annexed or affixed to the freehold, and shall at any time and from time to time be removable, in whole or in part, by the GRANTEE, its successors and assigns.



GRANTEE shall have the further right to retain said utilities and other appurtenances in and at its/their existing location(s) and depth(s) for the duration of the easement granted herein, i.e., the location and depth thereof as provided herein and as constructed by GRANTEE, without being required by GRANTOR to relocate or lower said utilities in connection with any surface or subsurface work or improvement; provided that GRANTOR may request GRANTEE to relocate or lower its said utilities to another location or depth on GRANTOR's property which is compatible with GRANTEE's operations, if GRANTOR pays the entire cost thereof of such relocation or lowering; provided further that, if GRANTOR so requests the relocation of said utilities to a location outside the Easement Area, GRANTOR shall, at its cost, provide to GRANTEE a replacement easement for said utilities of the same width as the Easement Area and containing the same terms and conditions as are herein provided.

GRANTEE may assign the rights and Easement herein granted, either in whole or in part, subject to the terms of this grant and subject to and consistent with all applicable laws, rules, and regulations. The covenants contained herein shall run with the land and this instrument shall be binding upon and inure to the benefit of the respective successors and assigns of the GRANTOR and GRANTEE

**GRANTOR: Nunn Family (No. 2) Limited Partnership, a California limited partnership**

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

By \_\_\_\_\_

Name: \_\_\_\_\_

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

By \_\_\_\_\_

Name: \_\_\_\_\_

Certificate of Acceptance  
Government Code §27281

This is to certify that the interest in real property conveyed by the Public Utility Easement Deed dated \_\_\_\_\_, from Nunn Family (No. 2) Limited Partnership, a California limited partnership to City of Brentwood, a municipal corporation of the State of California, is hereby accepted pursuant to authority conferred by Ordinance No. 1031 of the City Council adopted on February 24th, 2022, and the City of Brentwood consents to recordation thereof by its duly authorized officer.

\_\_\_\_\_  
Allen Baquilar, PE  
Director of Engineering/City Engineer

\_\_\_\_\_  
Date

**EXHIBIT "4"**

Temporary Construction Easement Deed  
APN 019-081-024

[to be inserted]

**RECORDING REQUESTED BY:**

City of Brentwood

**WHEN RECORDED RETURN TO:**

City of Brentwood  
Attn: City Clerk  
150 City Park Way  
Brentwood, CA 94513

Exempt from Documentary Transfer Tax §11922  
Exempt from Recording Fee Government Code §6103  
APN: 019-081-024

**TEMPORARY CONSTRUCTION EASEMENT DEED**

For valuable consideration received, NUNN FAMILY (NO. 2) LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP (“GRANTOR”) does hereby grant to the CITY OF BRENTWOOD, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA (“GRANTEE”), a temporary easement for the purpose of constructing public utilities, but not limited to, use for ingress and egress, and other activities incidental to the construction of public utilities (“Temporary Construction Easement”).

The Temporary Construction Easement is:

**Described in Exhibit “A” and shown on Exhibit “B” attached hereto and made a part hereof.**

The Temporary Construction Easement is a portion of, and burdens, that certain real property of GRANTOR located in the City of Brentwood, County of Contra Costa, State of California described in that grant deed to GRANTOR recorded November 29, 2012 as Document Number 2012-0303812 in the Official Records of Contra Costa County, and commonly known as Contra Costa County Assessor Nos 019-081-023 and 019-081-024 (“Property”).

The Temporary Construction Easement and its related purposes shall not in any way unreasonably impair GRANTOR’S use, or access and ingress/egress, of the Property. This Temporary Construction Easement shall become effective upon recordation with Contra Costa County Clerk Recorder, and shall terminate either upon GRANTEE’S recordation of the Notice of Completion of construction of that portion of the project lying adjacent to the Property, OR no more than 18-months after commencement of construction, whichever event occurs first.

**GRANTOR: Nunn Family (No. 2) Limited Partnership, a California limited partnership**

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

By \_\_\_\_\_

Name: \_\_\_\_\_

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

By \_\_\_\_\_

Name: \_\_\_\_\_

Certificate of Acceptance  
Government Code §27281

This is to certify that the interest in real property conveyed by the Temporary Construction Easement Deed dated \_\_\_\_\_, from Nunn Family (No. 2) Limited Partnership, a California limited partnership to City of Brentwood, a municipal corporation of the State of California, is hereby accepted pursuant to authority conferred by Ordinance No. 1031 of the City Council adopted on February 24th, 2022, and the City of Brentwood consents to recordation thereof by its duly authorized officer.

\_\_\_\_\_  
Allen Baquilar, PE  
Director of Engineering/City Engineer

\_\_\_\_\_  
Date

**EXHIBIT "5"**

Access Easement Deed  
APN 019-081-024

**RECORDING REQUESTED BY:**

City of Brentwood

**WHEN RECORDED RETURN TO:**

City of Brentwood  
Attn: City Clerk  
150 City Park Way  
Brentwood, CA 94513

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Exempt from Documentary Transfer Tax §11922  
Exempt from Recording Fee Government Code §6103  
APN: 019-081-024

**ACCESS EASEMENT DEED**

For valuable consideration received, NUNN FAMILY (NO.2) LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP (“GRANTOR”) does hereby grant to the CITY OF BRENTWOOD, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA (“GRANTEE”), a temporary easement for the purpose of ingress and egress, including but not limited to, vehicular use, and other activities incidental to accessing public utilities over and across a strip of land described as:

Being a portion of the northwest one-quarter of section 10, t. 1 n., r. 2 e., m.d.b.&m., described as follows: Beginning at a rebar monument marking the center one-quarter - one-quarter Corner of the northwest one-quarter of said section 10; thence along the west Line of the southeast one-quarter of said northwest one-quarter of section 10, South 0° 52' 01" west, 58.17 feet; thence leaving last said west line, south 89° 18' 43" East 1172.32 feet; thence along a curve concave to the northwest, having a radius of 200 feet, through an angle of 30° 21' 27", a distance of 105.97 feet to a point; Thence along a curve concave to the southeast, having a radius of 200 feet, Through an angle of 25° 17' 16", a distance of 88.27 feet to a point on the north line of said southeast one-quarter of the northwest one-quarter section 10, said Point lying, north 89° 17' 54" west, 17.64 feet from an iron pipe marking the Northeast corner of said southeast one-quarter of the northwest one-quarter of Section 10; thence from said point, along the north line of said southeast one quarter of the northwest one-quarter of section 10, north 89° 07' 54" west, 1306.63 feet to the point of beginning

(“Access Easement”).

The Access Easement is a portion of, and burdens, that certain real property of GRANTOR located in the City of Brentwood, County of Contra Costa, State of California described in that grant deed to GRANTOR recorded November 29, 2012 as Document Number 2012-0303812 in the Official Records of Contra Costa County, and commonly known as Contra Costa County Assessor Nos 019-081-023 and 019-081-024 (“Property”).

The Access Easement and its related purposes shall not in any way unreasonably impair GRANTOR’S use of, or access or ingress/egress to, the Property.

This Access Easement shall become effective upon recordation with Contra Costa County Clerk Recorder, and shall terminate upon alternate permanent public access to GRANTEE’S public utilities.

Grantor reserves the right to full use and enjoyment of the Property, provided that such use and enjoyment shall not materially hinder, conflict or interfere with the exercise of the GRANTEE’S rights hereunder, and that GRANTOR shall not, without the express written consent of GRANTEE, erect or construct or permit to be erected or constructed, any building, structure, or improvement on, over, or under any portion of the Access Easement, or plant any trees or other vegetation on any portion of the Access Easement. GRANTEE shall have the right to trim, cut or clear away any trees, brush, or other vegetation growing within the boundaries of the Access Easement from time to time as determined in its sole discretion, without payment of additional compensation.

GRANTEE may assign the rights and Easement herein granted, either in whole or in part, subject to the terms of this grant and subject to and consistent with all applicable laws, rules, and regulations. The covenants contained herein shall run with the land and this instrument shall be binding upon and inure to the benefit of the respective successors and assigns of GRANTOR and GRANTEE.

Nothing contained in this Access Easement shall be construed as creating any rights for or on behalf of the general public or as dedicating for public use any portion of the Property. No easements except the easement set forth in this Access Easement shall be implied by this Access Easement.

**GRANTOR:**  
**Nunn Family (No.2) Limited Partnership, A**  
**California Limited Partnership**

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

By \_\_\_\_\_

Name: \_\_\_\_\_

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

By \_\_\_\_\_

Name: \_\_\_\_\_



Certificate of Acceptance  
Government Code §27281

This is to certify that the interest in real property conveyed by the Access Easement Deed dated \_\_\_\_\_, from Nunn Family (No.2) Limited Partnership, a California Limited Partnership to City of Brentwood, a municipal corporation of the State of California, is hereby accepted pursuant to authority conferred by Ordinance No. 1031 of the City Council adopted on February 24th, 2022, and the City of Brentwood consents to recordation thereof by its duly authorized officer.

\_\_\_\_\_  
Allen Baquilar, PE  
Director of Engineering/City Engineer

\_\_\_\_\_  
Date