



Office of the City Manager

CONSENT CALENDAR
November 15, 2022

To: Honorable Mayor and Members of the City Council
 From: Dee Williams-Ridley, City Manager
 Submitted by: Liam Garland, Director, Department of Public Works
 Subject: Sewer and Access Road Easement and Installation Agreements with Paulonia Investment, LLC and Little Tree Investment, Inc., and James Robert Higgins and Summary Vacation of Existing Sewer Easements

RECOMMENDATION

Adopt first readings of three Ordinances authorizing the City Manager to execute easement and installation agreements and any amendments for sewer pipe facilities with:

- 1) Paulonia Investment, LLC and Little Tree Investment, Inc. for extending, operating, maintaining, and accessing sewer pipe facilities on parcel with APN 063-2969-034-23, and
- 2) James Robert Higgins for extending, operating, maintaining and accessing sewer pipe facilities on 1033 Miller Avenue (APN 063-2969-034-25) and
- 3) Paulonia Investment, LLC and Little Tree Investment, Inc. on parcel with APN: 063-2969-034-44 for accessing sewer pipe facilities.

Adopt a Resolution to summarily vacate the existing sewer right-of-way easement and sewer reserve easement on parcel with APN 063-2969-034-23.

FISCAL IMPACTS OF RECOMMENDATION

There is no exchange of funds for the execution of these agreements, for accepting sewer pipe facilities, for vacating existing sewer easements, and for constructing the sewer extension.

CURRENT SITUATION AND ITS EFFECTS

The Owners (Paulonia Investment, LLC, Little Tree Investment, Inc., and James Robert Higgins) collectively own eight single-family lots located between Grizzly Peak Boulevard and Miller Avenue near Latham Lane. One of the lots (1033 Miller Avenue) is developed and there are plans to develop the seven remaining undeveloped lots. An offer was made to construct sewer facilities to serve the lots and dedicate easements to the City for these sewer facilities. The attached ordinances will enable the City to

accept the easements, operate, maintain, and access the sewer facilities. The City will abandon an existing sewer right-of-way easement and reserve easement made obsolete by these preceding actions. The new sewer pipe facilities will be located to allow gravity flow from the seven single-family lots. The sewer pipe facilities and easements are shown in Attachment 4 Easement Overview Map.

BACKGROUND

The City was presented with a proposal to provide sewer service to seven single-family lots. After reviewing and evaluating the proposal and alternatives, City staff agreed three new easements will be required to serve the seven lots. Design criteria for evaluating the alternatives included avoiding pumping sewage, and using the existing topography to take advantage of gravity to convey flow from the steeply sloped lots. Each private property will be responsible for its individual private sewer lateral.

On January 17, 1937, Philip and Sarah McCombs, property owners of the parcel designated with APN 063-2969-034-23, granted the City of Berkeley a sewer right of way easement as recorded in Book 3414 of Official Records, Page 333 Alameda County Official Records.

On April 29, 1909, The Cragmont Land Company, property owner of the parcel designated with APN 063-2969-034-23, granted a sewer reserve easement as recorded in Book 24 of Maps, Page 74 in the Office of the County Recorder of Alameda County.

Section 8333 of the State Streets and Highways Code, grants authority to the legislative body of a local agency to summarily vacate a public service easement if the easement has been superseded by relocation, or determined to be excess by the easement holder, and there are no other public facilities located with the easement.

Public Works has determined that these easements are not necessary and no public facilities exist within the easements. The conditions of Section 8333 have been met and Public Works recommends the vacation of these sewer easements.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

The new easements are needed to allow the new sewer pipe facilities to operate using the gravity available in the steep lots. This operation does not contribute to greenhouse gas because no energy generation will be needed for pumping wastewater.

RATIONALE FOR RECOMMENDATION

The design of the new sewer pipe facilities provides for efficient operation and maintenance of the new sewer pipe facilities without requiring energy inputs to operate. The easement agreements are required to establish and memorialize the legal requirements for the new sewer pipe facilities.

ALTERNATIVE ACTIONS CONSIDERED

There was consideration to require each lot to discharge to sewer mains in their respective street frontage. The lots slope away from the street frontages and would require pumping wastewater uphill to reach the sewer mains in the street. This method

is not desired because energy input will be required with associated greenhouse gas generation and potential pump failures. Designing the new sewer pipe facilities to take advantage of the slope of the land is more efficient, environmentally sustainable, and reliable.

CONTACT PERSON

Farid Javandel, Deputy Director of Transportation, Public Works 981-7061

Joe Enke, Manager of Engineering, Public Works, 981-6411

Daniel Akagi, Supervising Civil Engineer, Public Works, 981-6394

Attachments:

1. Ordinance - Public Sewer Easement and Installation with Paulonia Investment, LLC and Little Tree Investment, LLC for extending, operating, maintaining and accessing sewer pipe facilities on APN 063-2969-034-23.

Exhibit A: Public Sewer Easement Deed and Installation Agreement

2. Ordinance – Public Sewer and Access Road Easement and Installation with James Robert Higgins for extending, operating, maintaining and accessing sewer pipe facilities on 1033 Miller Avenue (APN 063-2969-034-25)

Exhibit A: Public Sewer and Access Road Easement Deed and Installation Agreement

3. Ordinance - Access Road Easement and Installation with Paulonia Investment, LLC and Little Tree Investment, LLC on APN: 063-2969-034-44 for accessing sewer pipe facilities

Exhibit A: Access Road Easement and Installation Agreement

4. Easement Overview Map

5. Resolution - Summary Vacation of Existing Sewer Easements on Parcel with APN 063-2969-034

Exhibit A: Termination of Easements

ATTACHMENT 1

ORDINANCE NO. ##,###-
N.S.

PUBLIC SEWER EASEMENT AND INSTALLATION WITH PAULONIA INVESTMENT, LLC AND LITTLE TREE INVESTMENT, INC. FOR EXTENDING OPERATING, MAINTAINING AND ACCESSING SEWER PIPE FACILITIES ON APN 063-2969-034-23

BE IT ORDAINED by the Council of the City of Berkeley as follows:

Section 1. That the City Manager and City Clerk are hereby authorized and directed to make, execute and deliver for and on behalf of the City of Berkeley, as its corporate act and under its corporate name and seal, public sewer easement deed and installation agreement with Paulonia Investment, LLC and Little Tree Investment, Inc. for extending, operating, maintaining and accessing sewer pipe facilities on over a portion of APN 063-2969-034-23, a copy of which easement agreement is attached hereto, (Exhibit A) made a part hereof.

Section 2. That the City Clerk is hereby authorized and directed to cause the executed public sewer and access easement deed and installation agreement to be recorded in the Official Records of Alameda County, California.

Section 3. Copies of this Ordinance shall be posted for two days prior to adoption in the display case located near the walkway in front of Council Chambers, 2134 Martin Luther King Jr. Way. Within 15 days of adoption, copies of this Ordinance shall be filed at each branch of the Berkeley Public Library and the title shall be published in a newspaper of general circulation.

ATTACHMENT 1, EXHIBIT A

Public Sewer Easement Deed and Installation Agreement
Sanitary Sewer

This Public Sewer Easement Deed and Installation Agreement ("Agreement") is entered into as of the 6th day of October 2022, by and between Paulonia Investment, LLC and Little Tree Investment, Inc., ("Grantors") and the City of Berkeley ("Grantee").

1. Grant of Easement. For good and valuable consideration, receipt of which is hereby acknowledged, Grantors hereby grant to the Grantee the following easement subject to the following terms and conditions.

2. Scope of Easement. The easement granted is a non-exclusive easement for the construction, installation, operation, inspection, maintenance, repair, replacement, and removal of a single pipeline not greater than twelve (12) inches in diameter and maintenance holes for the transmission of sewage.

3. Location of Easement. The real property parcel ("Property") affected by this Agreement is APN 063-2969-034-23, more specifically described as Lot 1 in Lot Line Adjustment Number 296 recorded at Alameda County January 2, 2018, Instrument Number 2018000094.

4. Location of Maintenance Holes and Pipeline. The maintenance holes and pipeline allowed under this easement shall be located entirely within the Easement Area as described in Exhibit A. The maintenance holes and pipeline shall be constructed with a not-to-exceed 12-inch pipe stub to allow the direct connection of private lateral sewer pipelines from neighboring parcels.

5. Connections Prohibited. This Agreement does not grant permission to Grantors to make connections to the Grantee's facilities consisting of the pipeline, maintenance holes, and cleanouts. Any additional connections made to the Grantee's facilities are only permitted after obtaining all appropriate permits for making a connection to the Grantee's facilities.

6. Restoration of Surface. Within twenty-five (25) days of the completion of any construction, installation, inspection, maintenance, repair, replacement, removal or other activity by Grantee on the Easement Area that disturbs the surface of the ground or any structure, facility, or installation of Grantors, Grantee shall remove any debris and restore the surface and any structure, facility, or installation of Grantors as near to its pre-disturbance condition as possible, including re-vegetation limited to starting plant material available through general nurseries open to the public. If Grantee fails to do so, Grantors may do so at Grantee's risk and expense, and Grantee agrees to reimburse the Grantors for the cost of removal and restoration.

7. Right of Access. Grantee shall have the right of ingress and egress to and from the Easement Area for the purpose described in this Agreement.

ATTACHMENT 1, EXHIBIT A

8. **Term of Easement.** The rights granted in this Agreement shall be possessed and enjoyed by the Grantee, its successors and assigns, so long as the pipeline is maintained and operated by Grantee, its successors and assigns, in conformance with terms and conditions hereof. If Grantee ceases to use and abandons the pipeline allowed under this Agreement, Grantee shall execute and deliver to Grantors, within forty-five (45) days after service of a written demand, a good and sufficient quitclaim deed to all rights granted in this Agreement. Should Grantee fail or refuse to deliver this quitclaim deed, a written notice by Grantors reciting the failure or refusal of Grantee to execute and deliver the quitclaim deed, and terminating this Agreement, shall, after forty-five (45) days from the date of recording of the notice, be conclusive evidence against Grantee, and all persons claiming under Grantee, of the termination of Grantee's rights under this Agreement.

9. **Rights and Duties of Grantors.** Grantors shall retain the right to use and enjoy the Property to the fullest extent without unreasonable interference with the exercise by Grantee of the rights granted by this Agreement.

Grantors shall not increase the static and/or live loads on the Grantee's infrastructure by any Grantors action regardless of the easement boundaries. Grantors are solely responsible for accurately locating the pipeline before planning, designing, applying for permits, and constructing any improvements, and shall document the condition of the Grantee's infrastructure before and after any construction within 3 feet of the outside surface of the Grantee's infrastructure.

Grantors shall design and construct all improvements to allow Grantee to use open trench methods for repair, monitoring, maintenance, and operation while using shoring methods typical for the slope and open country construction.

10. **Liability and Indemnification.** Grantee agrees that it is solely responsible for the operation, inspection, maintenance, repair, replacement, rehabilitation, and the removal of the pipeline authorized herein. Grantee agrees to indemnify and hold harmless Grantors against all claims, suits, costs, losses and expenses that may in any manner result from or arise out of the operation, inspection, maintenance, repair, replacement, rehabilitation, and removal of the pipeline, including the damaging or breaking of the pipeline from any cause whatsoever, except the damage to or breaking of the pipeline is caused by the Grantors.

11. **Cooperation.** Grantors and Grantee agree to promptly take whatever steps are necessary to execute, acknowledge, and deliver the documents necessary to effectuate the terms and purpose of this Agreement.

12. **Governing Law; Choice of Forum.** This Agreement shall be interpreted in accordance with and governed in all respects by the laws of the State of California. Each party agrees that any claim arising out of this Agreement shall be filed in Alameda County Superior Court, and each party consents to personal jurisdiction in the State of California and Alameda County.

13. **Entire Agreement.** This Agreement contains the entire understanding between the parties hereto with regard to the matters set forth herein and is intended to be and is a final integration thereof. There are no representations, warranties, agreements, arrangements, undertakings, oral or written between or among the parties hereto relating to the terms and conditions of this Agreement which are not fully expressed herein. The terms hereof are contractual and not a mere recital and it is understood that no alterations,

ATTACHMENT 1, EXHIBIT A

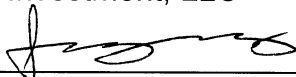
modifications or changes may be affected except by a writing duly executed by all the parties to this Agreement.

14. **Binding Effect.** This Agreement shall be binding on the heirs, legal representatives, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement at Berkeley, California as of the date first above written.

OWNER/GRANTOR

Paulonia Investment, LLC

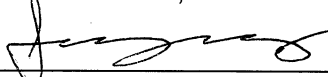
By:  [signature must be notarized]

Print Name: Fang Wang

Title: Owner

OWNER/GRANTOR

Little Tree Investment, Inc.

By:  [signature must be notarized]

Print Name: Fang Wang

Title: CFO

CITY OF BERKELEY, a municipal corporation/GRANTEE:

By: _____ [signature must be notarized]

Name: Bedwendolyn Williams-Ridley

Title: City Manager of the City of Berkeley

Approved as to Form

By: _____

Print Name: _____

Title: Assistant 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 Alameda

On 10 / 06 / 2022 before me, David Lee, Notary Public
(insert name and title of the officer)

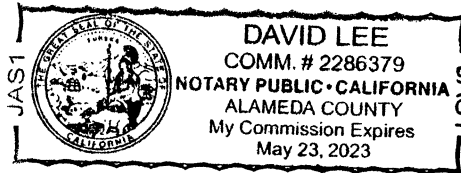
personally appeared FANG WANG,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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.

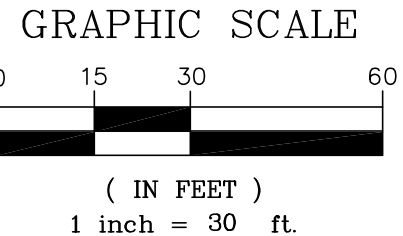
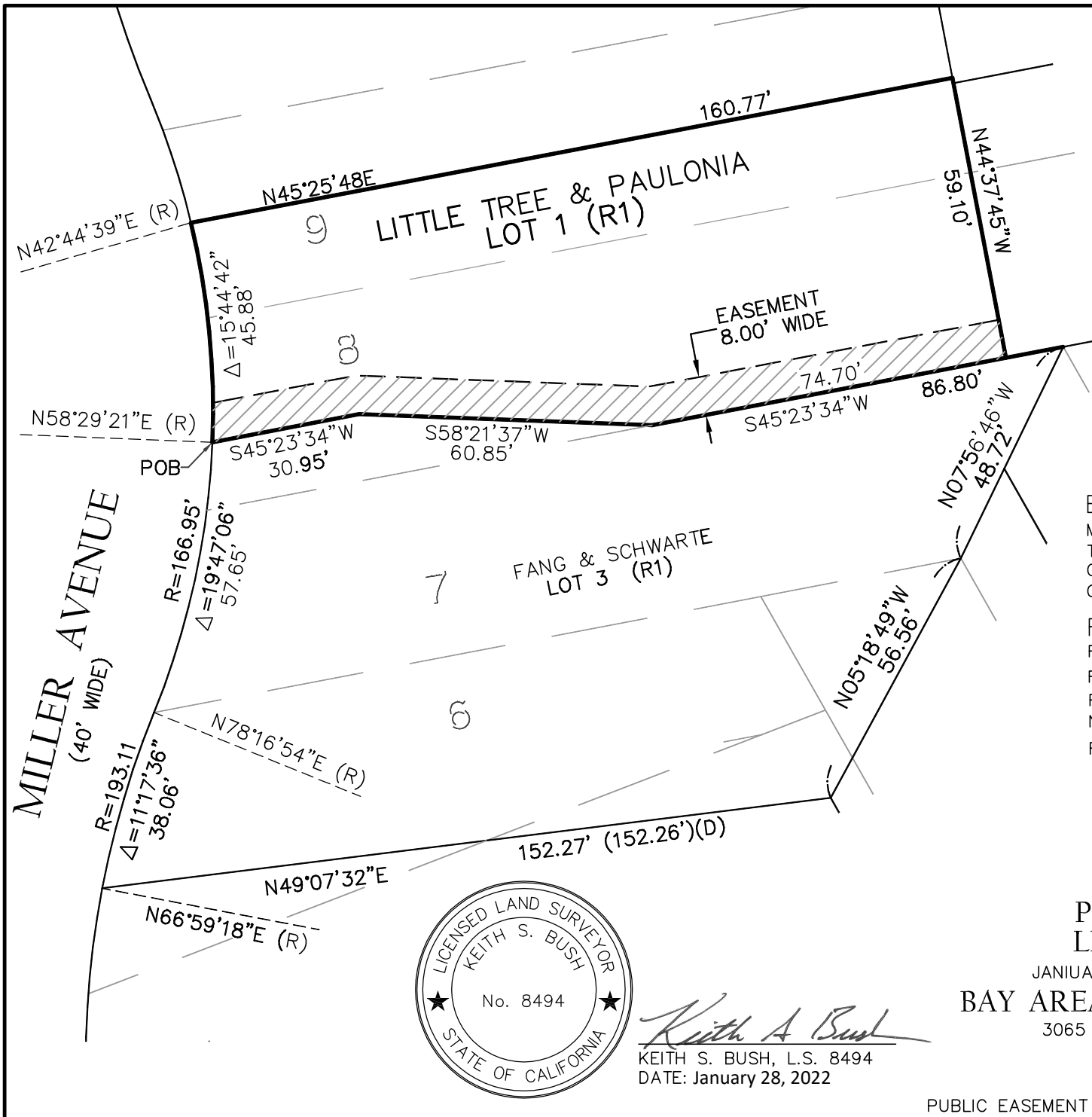
WITNESS my hand and official seal.

Signature [Handwritten Signature]

(Seal)



ATTACHMENT 1 EXHIBIT A



BASIS OF BEARINGS:
MONUMENT LINE IN GRIZZLY PEAK BLVD.,
TAKEN AS N 63°16'00" W, AS SHOWN
ON MAP OF RESUBDIVISION OF A PART
OF NORTH CRAGMONT (24 M. 74).

- REFERENCES:
- R1= LOLA 296 (2018-000094)
 - R2= LOLA 330 (2018-171906)
 - R3= RESUBDIVISION OF A PORTION OF
NORTH CRAGMONT (BOOK 24 M 74)
 - R4= LOLA 339 (2019-182632)

EXHIBIT B PLAT TO ACCOMPANY LEGAL DESCRIPTION

JANUARY, 2022 SCALE 1" = 30'

BAY AREA LAND SURVEYING INC.

3065 RICHMOND PARKWAY, SUITE 101
RICHMOND, CA 94806
(510) 223-5167



Keith A Bush
KEITH S. BUSH, L.S. 8494
DATE: January 28, 2022

ATTACHMENT 1

EXHIBIT "A" LEGAL DESCRIPTION EASEMENT

REAL PROPERTY IN THE CITY OF BERKELEY, COUNTY OF ALAMEDA COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS.

A STRIP OF LAND, 8 FEET WIDE, OVER A PORTION OF LOT 1, AS SHOWN ON THE LOT LINE ADJUSTMENT NO. 296, RECORDED JANUARY 2, 2018, AS SERIES NUMBER 2018-000094, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, STATE OF CALIFORNIA, THE SOUTHEASTERLY SIDELINE BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 1;

THENCE ALONG THE EXTERIOR LINES OF SAID LOT 1 THE FOLLOWING THREE (3) COURSES:

NORTH 45°23'34" EAST 30.95 FEET;

NORTH 58°21'37" EAST 60.85 FEET;

NORTH 45°23'34" EAST 74.70 FEET TO THE MOST EASTERLY CORNER OF SAID LOT 1 ;

THE SIDELINES OF SAID STRIP SHALL BE LENGTHENED AND/OR SHORTENED SO AS TO BEGIN ON THE SOUTHWESTERLY LINE OF SAID LOT 1 AND TO TERMINATE ON THE NORTHEASTERLY LINE OF SAID LOT 1.

CONTAINING AN AREA OF APPROXIMATELY 1,325 SQUARE FEET.

EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART OF THIS DESCRIPTION.

END OF DESCRIPTION



ATTACHMENT 2

ORDINANCE NO. ##,###-
N.S.

PUBLIC SEWER AND ACCESS ROAD EASEMENT AND INSTALLATION WITH
JAMES ROBERT HIGGINS FOR EXTENDING, OPERATING, MAINTAINING
AND ACCESSING SEWER PIPE FACILITIES ON 1033 MILLER AVENUE (APN
063-2969-034-25)

BE IT ORDAINED by the Council of the City of Berkeley as follows:

Section 1. That the City Manager and City Clerk are hereby authorized and directed to make, execute and deliver for and on behalf of the City of Berkeley, as its corporate act and under its corporate name and seal, public sewer and access road easement deed and installation agreement with James Robert Higgins for sanitary sewer facilities on 1033 Miller Avenue (APN 063-2969-034-25) a copy of which easement agreement is attached hereto, (Exhibit A) made a part hereof.

Section 2. That the City Clerk is hereby authorized and directed to cause the executed public sewer and access road easement deed and installation agreement to be recorded in the Official Records of Alameda County, California.

Section 3. Copies of this Ordinance shall be posted for two days prior to adoption in the display case located near the walkway in front of Council Chambers, 2134 Martin Luther King Jr. Way. Within 15 days of adoption, copies of this Ordinance shall be filed at each branch of the Berkeley Public Library and the title shall be published in a newspaper of general circulation.

ATTACHMENT 2, EXHIBIT A

Public Sewer and Access Road Easement Deed and Installation Agreement
Sanitary Sewer

This Public Sewer and Access Road Easement Deed and Installation Agreement ("Agreement") is entered into as of the 8th day of July 2022 by and between James Robert Higgins ("Grantor") and the City of Berkeley ("Grantee").

1. Grant of Easement. For good and valuable consideration, receipt of which is hereby acknowledged, Grantors hereby grant to the Grantee the following easement subject to the following terms and conditions.

2. Scope of Easement. The easement granted is a non-exclusive easement for the access to, construction, installation, operation, inspection, maintenance, repair, replacement, and removal of a single pipeline not greater than twelve (12) inches in diameter and maintenance holes for the transmission of sewage.

3. Location of Easement. The real property parcel ("Property") affected by this Agreement is located at 1033 Miller Avenue, City of Berkeley, County of Alameda more specifically described as Lot 3 in Lot Line Adjustment Number 296 recorded at Alameda County January 2, 2018.

4. Location of Maintenance Holes and Pipeline, and Location of Access Road. The maintenance holes and pipeline allowed under this easement shall be located entirely within the Easement Area as described in Exhibit A. The maintenance holes and pipeline shall be constructed with a not-to-exceed 12-inch pipe stub to allow the direct connection of private lateral sewer pipelines from neighboring parcels.

The access road allowed under this easement shall be located entirely within the Easement Area as described in Exhibit A and as necessary to allow vehicle access to the sewer. The access road shall be constructed and maintained by the property owner to allow vehicle access to maintain the maintenance holes and pipeline located in the sewer easement.

5. Connections Prohibited. This Agreement does not grant permission to Grantors to make connections to the Grantee's facilities consisting of the pipeline, maintenance holes, and cleanouts. Any additional connections made to the Grantee's facilities are only permitted after obtaining all appropriate permits for making a connection to the Grantee's facilities.

6. Restoration of Surface. Within twenty-five (25) days of the completion of any construction, installation, inspection, maintenance, repair, replacement, removal or other activity by Grantee on the Easement Area that disturbs the surface of the ground or any structure, facility, or installation of Grantors, Grantee shall remove any debris and restore the surface and any structure, facility, or installation of Grantors as near to its pre-disturbance condition as possible, including re-vegetation limited to starting plant material available through general nurseries open to the public. If Grantee fails to do so, Grantors may do so at Grantee's risk and expense, and Grantee agrees to reimburse the Grantors for the cost of removal and restoration.

ATTACHMENT 2, EXHIBIT A

7. Right of Access. Grantee shall have the right of ingress and egress to and from the Easement Area for the purpose described in this Agreement.

8. Term of Easement. The rights granted in this Agreement shall be possessed and enjoyed by the Grantee, its successors and assigns, so long as the pipeline is maintained and operated by Grantee, its successors and assigns, in conformance with terms and conditions hereof. If Grantee ceases to use and abandons the pipeline allowed under this Agreement, Grantee shall execute and deliver to Grantors, within forty-five (45) days after service of a written demand, a good and sufficient quitclaim deed to all rights granted in this Agreement. Should Grantee fail or refuse to deliver this quitclaim deed, a written notice by Grantors reciting the failure or refusal of Grantee to execute and deliver the quitclaim deed, and terminating this Agreement, shall, after forty-five (45) days from the date of recording of the notice, be conclusive evidence against Grantee, and all persons claiming under Grantee, of the termination of Grantee's rights under this Agreement.

9. Rights and Duties of Grantors. Grantors shall retain the right to use and enjoy the Property to the fullest extent without unreasonable interference with the exercise by Grantee of the rights granted by this Agreement.

Grantors shall not increase the static and/or live loads on the Grantee's infrastructure by any Grantors action regardless of the easement boundaries. Grantors are solely responsible for accurately locating the pipeline before planning, designing, applying for permits, and constructing any improvements, and shall document the condition of the Grantee's infrastructure before and after any construction within 3 feet of the outside surface of the Grantee's infrastructure.

Grantors shall design and construct all improvements to allow Grantee to use open trench methods for repair, monitoring, maintenance, and operation while using shoring methods typical for the slope and open country construction.

Grantor shall construct and maintain roadway covering full extent of the easement.

Grantors shall not change the dimensions of the access road by any Grantors' action. Grantors are solely responsible for accurately locating the easement limits before planning, designing, applying for permits, and constructing any improvements.

10. Liability and Indemnification. Grantee agrees that it is solely responsible for the operation, inspection, maintenance, repair, replacement, rehabilitation, and the removal of the pipeline authorized herein. Grantee agrees to indemnify and hold harmless Grantors against all claims, suits, costs, losses and expenses that may in any manner result from or arise out of the operation, inspection, maintenance, repair, replacement, rehabilitation, and removal of the pipeline, including the damaging or breaking of the pipeline from any cause whatsoever, except the damage to or breaking of the pipeline is caused by the Grantors.

11. Cooperation. Grantors and Grantee agree to promptly take whatever steps are necessary to execute, acknowledge, and deliver the documents necessary to effectuate the terms and purpose of this Agreement.

12. Governing Law; Choice of Forum. This Agreement shall be interpreted in accordance with and governed in all respects by the laws of the State of California. Each party agrees that any claim arising out of this Agreement shall be filed in Alameda County

ATTACHMENT 2, EXHIBIT A

Superior Court, and each party consents to personal jurisdiction in the State of California and Alameda County.

13. Entire Agreement. This Agreement contains the entire understanding between the parties hereto with regard to the matters set forth herein and is intended to be and is a final integration thereof. There are no representations, warranties, agreements, arrangements, undertakings, oral or written between or among the parties hereto relating to the terms and conditions of this Agreement which are not fully expressed herein. The terms hereof are contractual and not a mere recital and it is understood that no alterations, modifications or changes may be affected except by a writing duly executed by all the parties to this Agreement.

14. Binding Effect. This Agreement shall be binding on the heirs, legal representatives, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement at Berkeley, California as of the date first above written.

OWNER/GRANTOR

By: _____ [signature must be notarized]

James Robert Higgins

CITY OF BERKELEY, a municipal corporation/GRANTEE:

By: _____ [signature must be notarized]

Name: Bedwendolyn Williams-Ridley

Title: City Manager of the City of Berkeley

Approved as to Form

By: _____ [signature must be notarized]

Print Name: _____

Title: Assistant City Attorney

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.

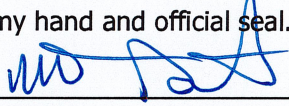
State of Colorado

County of Archuleta

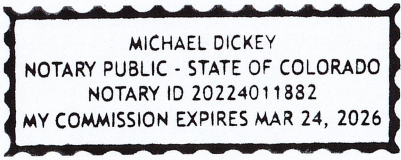
On the 8th of July, 2022 before me, Michael Dickey a Notary Public, personally appeared James Robert Higgins, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in 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.

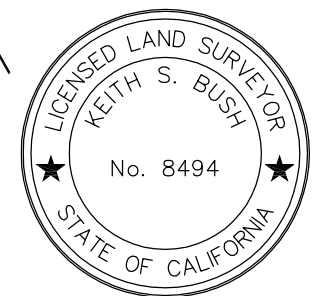
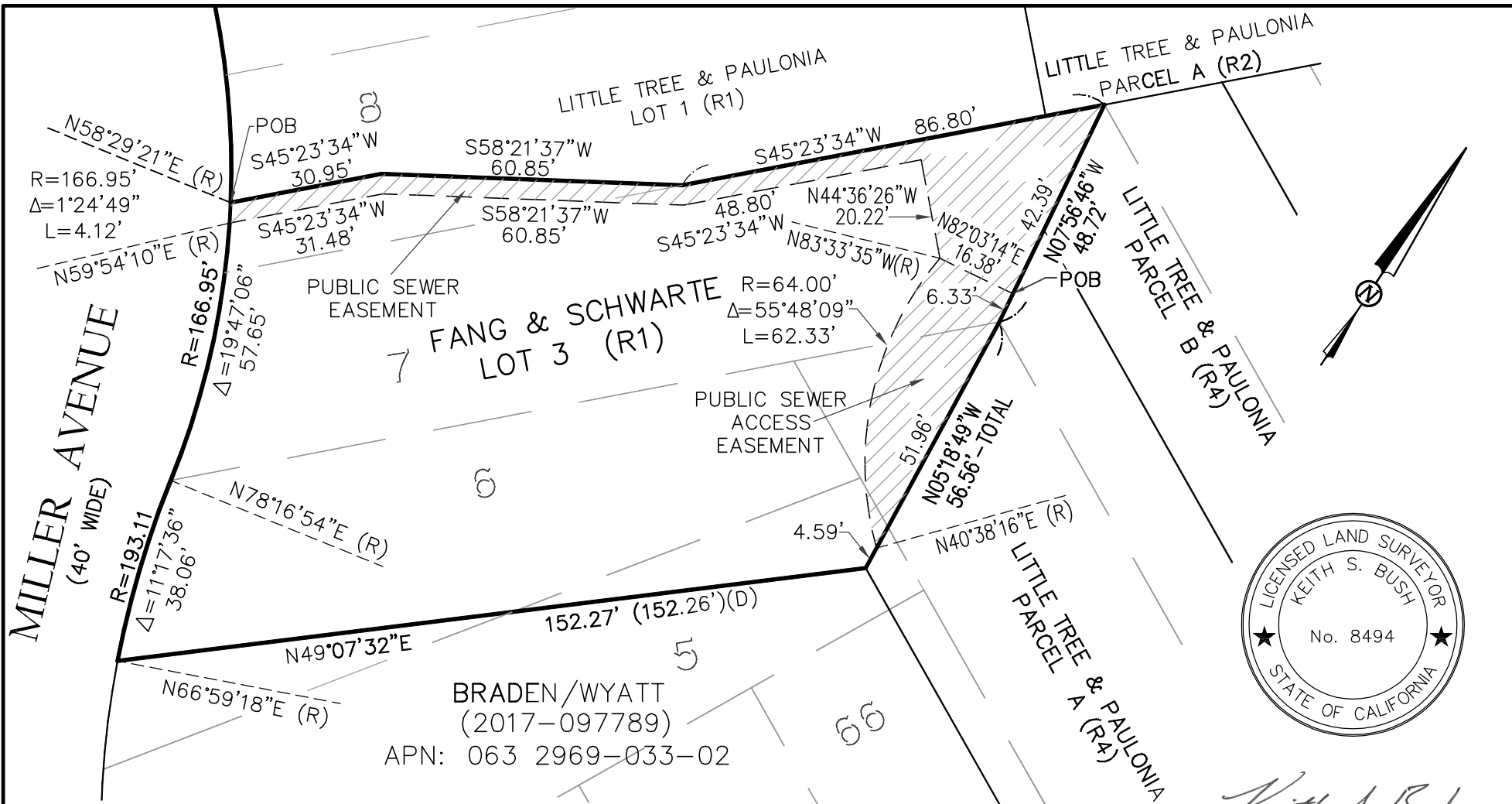
Signature: 

Name: Michael Dickey
(Typed or Printed)



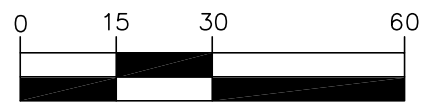
(Seal)

ATTACHMENT 2 EXHIBIT A



Keith A Bush
KEITH S. BUSH, L.S. 8494
DATE: January 28, 2022

GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.

BASIS OF BEARINGS:
MONUMENT LINE IN GRIZZLY PEAK BLVD.,
TAKEN AS N 63°16'00" W, AS SHOWN
ON MAP OF RESUBDIVISION OF A PART
OF NORTH CRAGMONT (24 M. 74).

REFERENCES:
R1= LOLA 296 (2018-000094)
R2= LOLA 330 (2018-171906)
R3= RESUBDIVISION OF A PORTION OF
NORTH CRAGMONT (BOOK 24 M 74)
R4= LOLA 339 (2019-182632)

EXHIBIT B PLAT TO ACCOMPANY LEGAL DESCRIPTION

JANUARY, 2022 SCALE 1" = 30'
BAY AREA LAND SURVEYING INC.
3065 RICHMOND PARKWAY, SUITE 101
RICHMOND, CA 94806
(510) 223-5167

ATTACHMENT 2

EXHIBIT "A" LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF BERKELEY, COUNTY OF ALAMEDA COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS.

PUBLIC SEWER EASEMENT

REAL PROPERTY IN THE CITY OF BERKELEY, COUNTY OF ALAMEDA COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS.

BEING A PORTION OF LOT 3, AS SHOWN ON THE LOT LINE ADJUSTMENT NO. 296, RECORDED JANUARY 2, 2018, AS SERIES NUMBER 2018-000094 IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, STATE OF CALIFORNIA, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT 3;

THENCE ALONG THE EXTERIOR LINES OF SAID LOT 3 THE FOLLOWING FOUR (4) COURSES:

NORTH 45°23'34" EAST 30.95 FEET;

NORTH 58°21'37" EAST 60.85 FEET;

NORTH 45°23'34" EAST 86.80 FEET TO THE MOST NORTHERLY CORNER OF SAID LOT 3 ;

THENCE ALONG THE EASTERLY LINE OF SAID LOT 3 SOUTH 07°56'46" EAST 42.39 FEET;

THENCE LEAVING SAID EASTERLY LINE OF LOT 3 AT RIGHT ANGLES, SOUTH 82°03'14" WEST 16.38;

THENCE NORTH 44°36'26" WEST 20.22 FEET;

THENCE SOUTH 45°23'34" WEST 48.80 FEET;

THENCE SOUTH 58°21'37" WEST 60.85 FEET;

SOUTH 45°23'34" WEST 31.48 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 3, SAID POINT LIES ON A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 166.95 FEET; A RADIAL LINE TO SAID POINT BEARS NORTH 59°54'10" EAST;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 4.12 FEET, THROUGH A CENTRAL ANGLE OF 01°24'49" TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF APPROXIMATELY 1,376 SQUARE FEET.

ATTACHMENT 2 EXHIBIT A

PUBLIC SEWER ACCESS EASEMENT

BEING A PORTION OF LOT 3, AS SHOWN ON THE LOT LINE ADJUSTMENT NO. 296, RECORDED JANUARY 2, 2018, AS SERIES NUMBER 2018-000094 IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, STATE OF CALIFORNIA BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF SAID LOT 3 DISTANT THEREON SOUTH 7°56'46" EAST 42.39 FEET FROM THE MOST NORTHERLY CORNER SAID LOT 3;

THENCE LEAVING SAID EASTERLY LINE OF LOT 3 AT RIGHT ANGLES, SOUTH 82°03'14" WEST 16.38 TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 64.00 FEET; A RADIAL LINE TO SAID POINT BEARS NORTH 83°33'35" WEST;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 62.33 FEET, THROUGH A CENTRAL ANGLE OF 55°48'09" TO EASTERLY LINE OF SAID LOT 1;

THENCE ALONG THE EXTERIOR LINES OF SAID LOT 1 THE FOLLOWING TWO (2) COURSES:

1. NORTH 5°18'49" WEST, 51.96 FEET;
2. NORTH 7°56'46" WEST, 6.33 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF APPROXIMATELY 785 SQUARE FEET.



END OF DESCRIPTION

ATTACHMENT 3

ORDINANCE NO. ##,###-
N.S.

ACCESS ROAD EASEMENT AND INSTALLATION WITH PAULONIA INVESTMENT,
LLC AND LITTLE TREE INVESTMENT, INC. ON APN: 063-2969-034-44 FOR
ACCESSING SEWER PIPE FACILITIES

BE IT ORDAINED by the Council of the City of Berkeley as follows:

Section 1. That the City Manager and City Clerk are hereby authorized and directed to make, execute and deliver for and on behalf of the City of Berkeley, as its corporate act and under its corporate name and seal, access road easement deed and installation agreement with Paulonia Investment, LLC and Little Tree Investment, Inc. on APN 063-2969-034-44, a copy of which easement agreement is attached hereto, (Exhibit A) made a part hereof.

Section 2. That the City Clerk is hereby authorized and directed to cause the executed access road easement deed and installation agreement to be recorded in the Official Records of Alameda County, California.

Section 3. Copies of this Ordinance shall be posted for two days prior to adoption in the display case located near the walkway in front of Council Chambers, 2134 Martin Luther King Jr. Way. Within 15 days of adoption, copies of this Ordinance shall be filed at each branch of the Berkeley Public Library and the title shall be published in a newspaper of general circulation.

ATTACHMENT 3, EXHIBIT A

Access Road Easement and Installation Agreement
Sanitary Sewer

This Access Road Easement and Installation Agreement ("Agreement") is entered into as of the 6th day of October 2022, by and between Paulonia Investment, LLC and Little Tree Investment, Inc., ("Grantors") and the City of Berkeley ("Grantee").

- 1. Grant of Easement.** For good and valuable consideration, receipt of which is hereby acknowledged, Grantors hereby grant to the Grantee the following easement subject to the following terms and conditions.
- 2. Scope of Easement.** The easement granted is a non-exclusive easement for access to operate, clean, maintain, repair, replace sewer pipeline and maintenance holes on adjacent properties.
- 3. Location of Easement.** The real property parcel ("Property") affected by this Agreement is APN 063-2969-034-44, more specifically described as Parcel A in Lot Line Adjustment Number 339 recorded at Alameda County September 13, 2019, Instrument Number 2019182632.
- 4. Location of Access Road.** The access road allowed under this easement shall be located entirely within the Easement Area as described in Exhibit A. The access road shall be constructed and maintained by the property owner to allow vehicle access to maintain the maintenance holes and pipeline located in the sewer easement.
- 5. Restoration of Surface.** Within twenty-five (25) days of the completion of any construction, installation, inspection, maintenance, repair, replacement, removal or other activity by Grantee on the Easement Area that disturbs the surface of the ground or any structure, facility, or installation of Grantors, Grantee shall remove any debris and restore the surface and any structure, facility, or installation of Grantors as near to its pre-disturbance condition as possible, including re-vegetation limited to starting plant material available through general nurseries open to the public. If Grantee fails to do so, Grantors may do so at Grantee's risk and expense, and Grantee agrees to reimburse the Grantors for the cost of removal and restoration.
- 6. Right of Access.** Grantee shall have the right of ingress and egress to and from the Easement Area for the purpose described in this Agreement.
- 7. Term of Easement.** The rights granted in this Agreement shall be possessed and enjoyed by the Grantee, its successors and assigns, so long as the Grantee, its successors and assigns, are required to operate, maintain, repair Grantee's sewer pipeline and maintenance holes on parcel with APN 063-2969-034-23. If Grantee ceases to use and abandons the access road allowed under this Agreement, Grantee shall execute and deliver to Grantors, within forty-five (45) days after service of a written demand, a good and sufficient quitclaim deed to all rights granted in this Agreement. Should Grantee fail or refuse to deliver this quitclaim deed, a written notice by Grantors reciting the failure or refusal of Grantee to execute and deliver the quitclaim deed, and terminating this Agreement, shall, after forty-five (45) days from the date of recording

ATTACHMENT 3, EXHIBIT A

of the notice, be conclusive evidence against Grantee, and all persons claiming under Grantee, of the termination of Grantee's rights under this Agreement.

8. Rights and Duties of Grantors. Grantors shall retain the right to use and enjoy the Property to the fullest extent without unreasonable interference with the exercise by Grantee of the rights granted by this Agreement. Grantor shall construct and maintain roadway covering full extent of the easement.

Grantors shall not change the dimensions of the access road by any Grantors' action. Grantors are solely responsible for accurately locating the easement limits before planning, designing, applying for permits, and constructing any improvements.

9. Liability and Indemnification. Grantor agrees that it is solely responsible for the operation, inspection, maintenance, repair, replacement, rehabilitation of the access road authorized herein. Grantee agrees to indemnify and hold harmless Grantors against all claims, suits, costs, losses and expenses that may in any manner result from or arise out of Grantee's usage of the access road, except any maintenance or repair to the roadway and roadway supports.

10. Cooperation. Grantors and Grantee agree to promptly take whatever steps are necessary to execute, acknowledge, and deliver the documents necessary to effectuate the terms and purpose of this Agreement.

11. Governing Law; Choice of Forum. This Agreement shall be interpreted in accordance with and governed in all respects by the laws of the State of California. Each party agrees that any claim arising out of this Agreement shall be filed in Alameda County Superior Court, and each party consents to personal jurisdiction in the State of California and Alameda County.

12. Entire Agreement. This Agreement contains the entire understanding between the parties hereto with regard to the matters set forth herein and is intended to be and is a final integration thereof. There are no representations, warranties, agreements, arrangements, undertakings, oral or written between or among the parties hereto relating to the terms and conditions of this Agreement which are not fully expressed herein. The terms hereof are contractual and not a mere recital and it is understood that no alterations, modifications or changes may be affected except by a writing duly executed by all the parties to this Agreement.


13. Binding Effect. This Agreement shall be binding on the heirs, legal representatives, successors and assigns of the parties.

ATTACHMENT 3, EXHIBIT A

IN WITNESS WHEREOF, the parties have executed this Agreement at Berkeley, California as of the date first above written.

OWNER/GRANTOR

Paulonia Investment, LLC

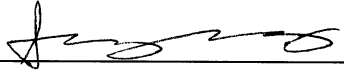
By:  [signature must be notarized]

Print Name: Fang Wang

Title: Owner

OWNER/GRANTOR

Little Tree Investment, Inc.

By:  [signature must be notarized]

Print Name: Fang Wang

Title: CFO

CITY OF BERKELEY, a municipal corporation/GRANTEE:

By: _____ [signature must be notarized]

Name: Bedwendolyn Williams-Ridley

Title: City Manager of the City of Berkeley

Approved as to Form

By: _____

Print Name: _____

Title: Assistant 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 Alameda

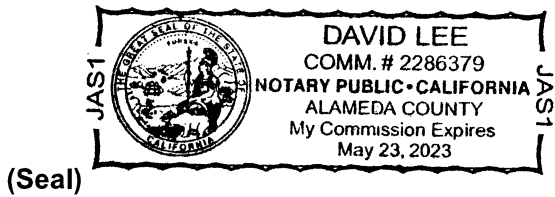
On 10 / 06 / 2022 before me, David Lee, Notary Public
(insert name and title of the officer)

personally appeared FANG WANG,
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.

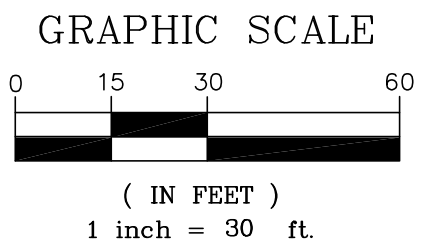
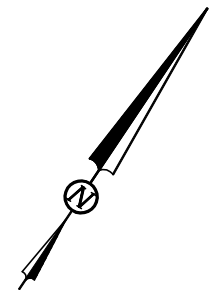
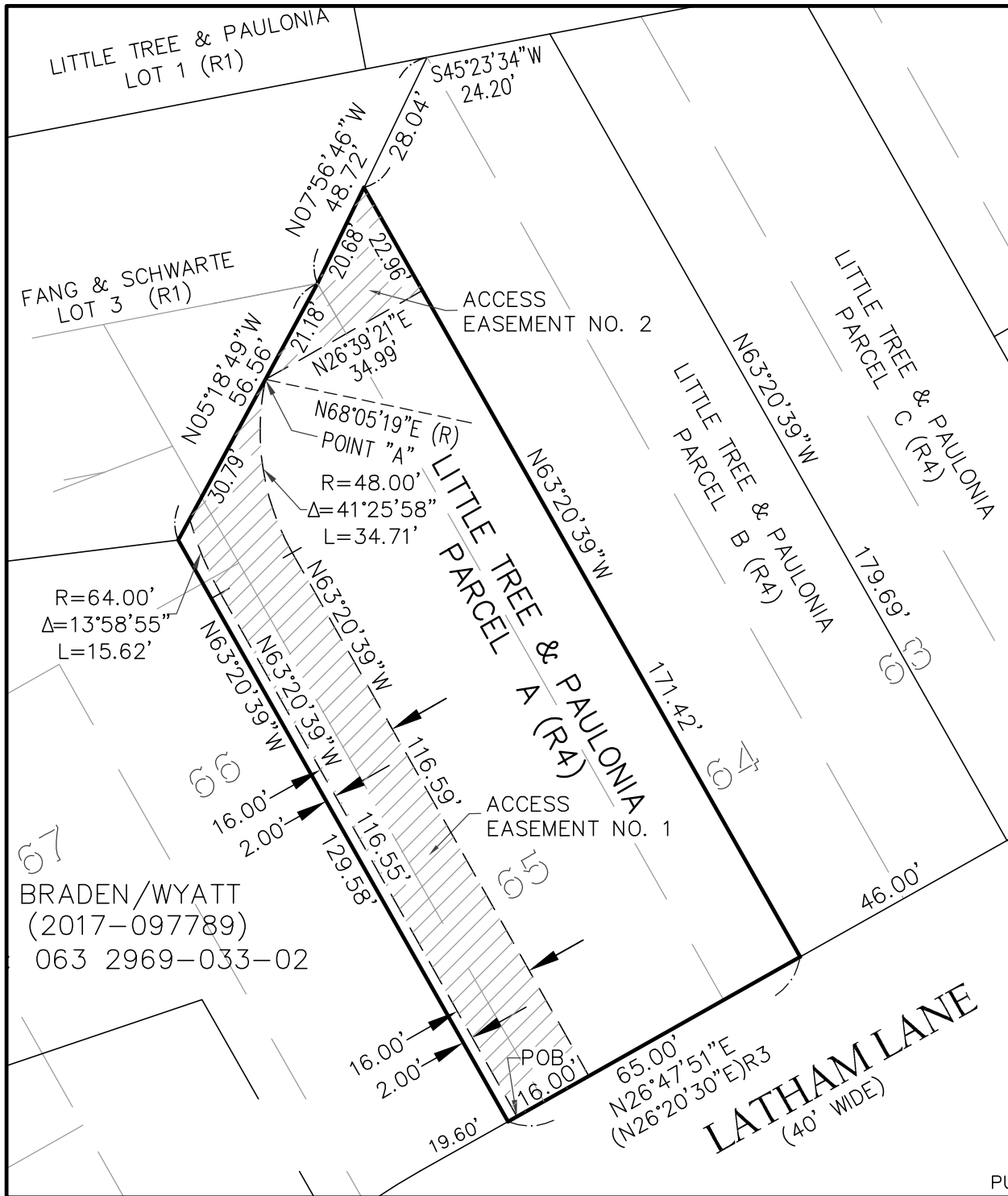
WITNESS my hand and official seal.

Signature [Handwritten Signature]



(Seal)

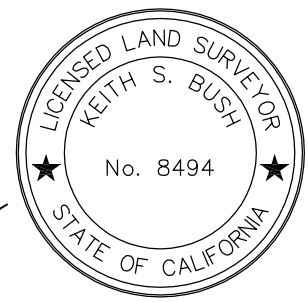
ATTACHMENT 3 EXHIBIT A



BASIS OF BEARINGS:
MONUMENT LINE IN GRIZZLY PEAK BLVD.,
TAKEN AS N 63°16'00" W, AS SHOWN
ON MAP OF RESUBDIVISION OF A PART
OF NORTH CRAGMONT (24 M. 74).

REFERENCES:
R1= LOLA 296 (2018-000094)
R2= LOLA 330 (2018-171906)
R3= RESUBDIVISION OF A PORTION OF
NORTH CRAGMONT (BOOK 24 M 74)
R4= LOLA 339 (2019-182632)

BRADEN/WYATT
(2017-097789)
063 2969-033-02



Keith A Bush
KEITH S. BUSH, L.S. 8494
DATE: January 28, 2022

EXHIBIT B
PLAT TO ACCOMPANY
LEGAL DESCRIPTION
JANUARY, 2022 SCALE 1" = 30'
BAY AREA LAND SURVEYING INC.
3065 RICHMOND PARKWAY, SUITE 101
RICHMOND, CA 94806
(510) 223-5167
PUBLIC EASEMENT NO 3 - MILLER2477 JOB NO. 13-2477

ATTACHMENT 3

EXHIBIT "A" LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY IN THE CITY OF BERKELEY, COUNTY OF ALAMEDA COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS.

PUBLIC SEWER ACCESS EASEMENT NO. 1

BEING A PORTION OF PARCEL "A", AS SHOWN ON THE LOT LINE ADJUSTMENT NO. 339, RECORDED SEPTEMBER 13, 2019, AS SERIES NUMBER 2019-182632 IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF SAID PARCEL "A" DISTANT THEREON NORTH 26°47'51" EAST 2.00 FEET FROM THE MOST SOUTHERLY CORNER SAID PARCEL "A";

THENCE LEAVING SAID SOUTHEASTERLY LINE OF PARCEL "A", NORTH 63°20'39" WEST, 116.55 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 64.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 15.62 FEET, THROUGH A CENTRAL ANGLE OF 13°58'55" TO WESTERLY LINE OF SAID PARCEL "A";

THENCE ALONG THE WESTERLY LINE OF PARCEL "A", NORTH 5°18'49" WEST, 30.79 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 48.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 68°05'19" EAST, SAID POINT HEREINAFTER SHALL BE KNOWN AS POINT "A";

THENCE SOUTHEASTERLY ALONG THE ARC OF LAST SAID CURVE, 34.71 FEET, THROUGH A CENTRAL ANGLE OF 41°25'58";

THENCE SOUTH 63°20'39" EAST, 116.59 FEET TO THE SOUTHEASTERLY LINE OF SAID PARCEL "A";

THENCE ALONG SAID SOUTHEASTERLY LINE OF PARCEL "A", SOUTH 26°47'51" WEST, 16.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF APPROXIMATELY 2,240 SQUARE FEET.

ATTACHMENT 3 EXHIBIT A

PUBLIC SEWER ACCESS EASEMENT NO. 2

BEING A PORTION OF PARCEL A, AS SHOWN ON THE LOT LINE ADJUSTMENT NO. 339, RECORDED SEPTEMBER 13, 2019, AS SERIES NUMBER 2019-182632 IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT AFORESAID POINT "A", SAID POINT LYING ON WESTERLY LINE OF SAID PARCEL "A";

THENCE ALONG THE EXTERIOR LINES OF SAID PARCEL "A" THE FOLLOWING THREE (3) COURSES:

1. NORTH 5°18'49" WEST, 21.18 FEET;
2. NORTH 7°56'46" WEST, 20.68 FEET;
3. SOUTH 63°20'39" WEST, 22.96 FEET;

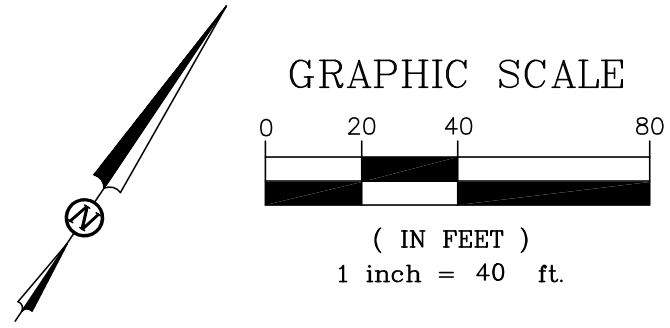
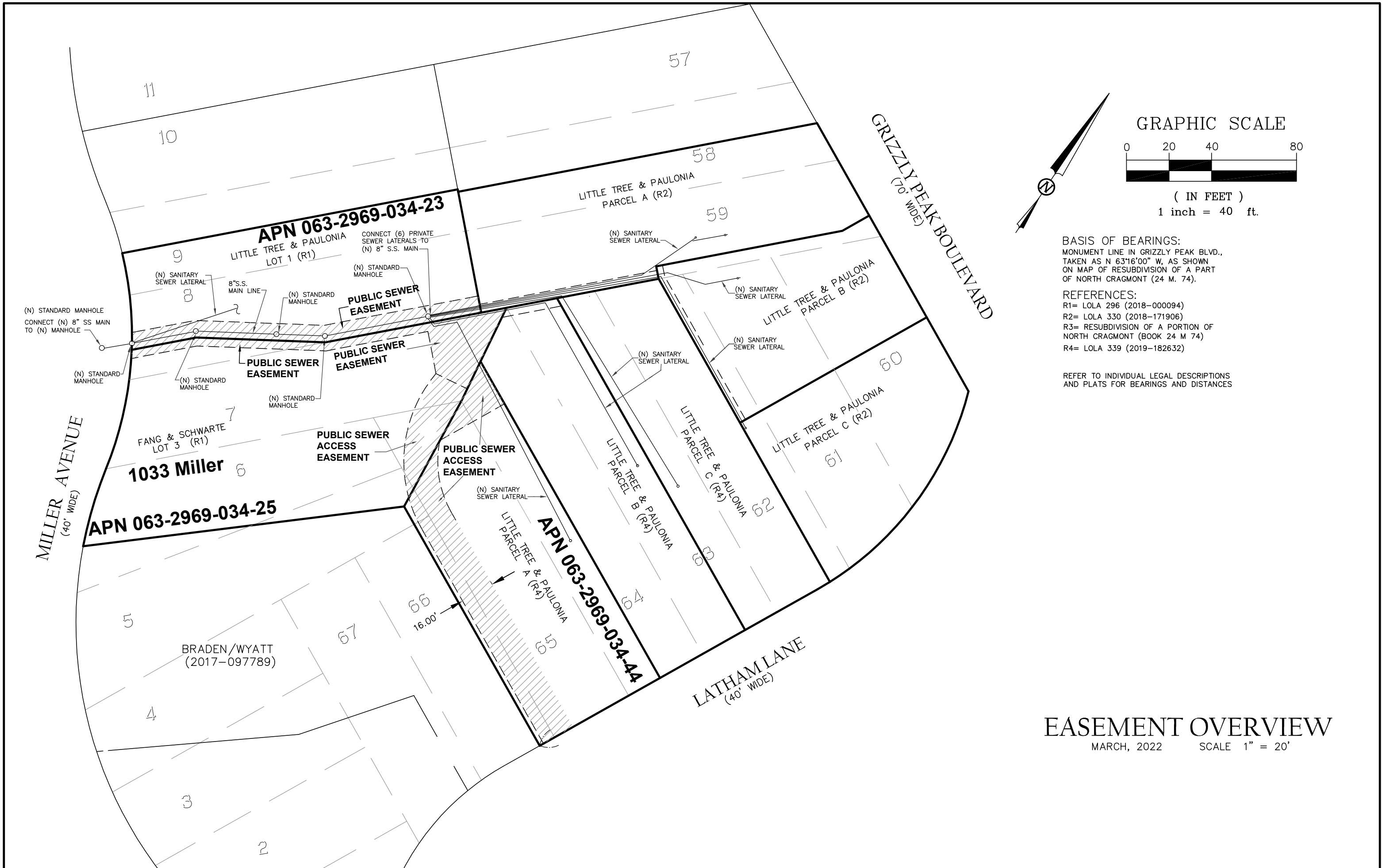
THENCE SOUTH 26°39'21" WEST, 34.99 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF APPROXIMATELY 392 SQUARE FEET.

END OF DESCRIPTION



ATTACHMENT 4 EASEMENT OVERVIEW



BASIS OF BEARINGS:
 MONUMENT LINE IN GRIZZLY PEAK BLVD.,
 TAKEN AS N 63°16'00" W, AS SHOWN
 ON MAP OF RESUBDIVISION OF A PART
 OF NORTH CRAGMONT (24 M. 74).

REFERENCES:
 R1= LOLA 296 (2018-000094)
 R2= LOLA 330 (2018-171906)
 R3= RESUBDIVISION OF A PORTION OF
 NORTH CRAGMONT (BOOK 24 M 74)
 R4= LOLA 339 (2019-182632)

REFER TO INDIVIDUAL LEGAL DESCRIPTIONS
 AND PLATS FOR BEARINGS AND DISTANCES

EASEMENT OVERVIEW
 MARCH, 2022 SCALE 1" = 20'

ATTACHMENT 5

RESOLUTION NO. ##;##-#-N.S.

Summary Vacation of Existing Sewer Easements on Parcel with APN 063-2969-034-23

WHEREAS, Chapter 4 of the Public Streets, Highways and Service Easements Vacation Law, commencing with Streets and Highways Code section 8330, provides for summary vacation of streets and public service easements; and

WHEREAS the sewer right of way easement was granted January 17, 1937 to the City of Berkeley and recorded in Alameda County Official Records, Book 3414 of Official Records, Page 333; and

WHEREAS the sewer reserve easement was granted April 29, 1909 recorded in Book 24 of Maps, Page 74 in the Office of the County Recorder of Alameda County; and

WHEREAS, Section 8333 of the Streets and Highways Code grants authority to the legislative body of a local agency to summarily vacate a public service easement if the easement has been superseded by relocation, or determined to be excess by the easement holder, and no other public facilities are located within the easement; and

WHEREAS, the Public Works Department has determined the sewer easements on parcel with APN 063-02969-034-23 are not needed and no public facilities exists within the easements; and

WHEREAS the City Council intends to summarily vacate the sewer easements as more particularly described in the attached Termination of Easements document.

NOW, THEREFORE, the City Council hereby RESOLVES as follows:

1. This vacation is made under the authority of California Streets and Highways Code Chapter 4 of Part 3 of Division 9, commencing at Section 8330 et seq.
2. The Council of the City of Berkeley does hereby summarily vacate the sewer easements on parcel with APN 063-02969-034-23, as described in the Termination of Easements document.
3. The City Clerk is hereby authorized and directed to cause a certified copy of this Resolution and Termination of Easement to be recorded in the Office of the Recorder for Alameda County, California.
4. The sewer easements will no longer constitute public service easements from and after the date of recordation of this Resolution and the Termination of Easements.

RECORDING REQUESTED BY

City of Berkeley

(Exempt from Recording Fees pursuant to
Government Code Section 27383)

**AND WHEN RECORDED MAIL THIS
DEED AND UNLESS OTHERWISE
SHOWN BELOW, MAIL TO:**

City of Berkeley
2180 Milvia Street
Berkeley, California 94704
Attn: City Clerk

APN: 063-2969-034-23

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**TERMINATION OF EASEMENTS/QUITCLAIM
(Sewer Easements)**

This Termination of Easement (“**Easement Termination**”) is entered into at Berkeley, California by and between City of Berkeley, a California charter law city, hereinafter referred to as the “**City**”; and Paulonia Investment, LLC, a California limited liability company and Little Tree Investment, Inc., a California incorporated company, hereinafter referred to as the “**Owner**”.

RECITALS:

WHEREAS, Owner is the current owner of real property located in the County of Alameda, State of California, with Alameda County Assessor Parcel Number 063-2969-034-23 as described in **Exhibit A**; and

WHEREAS, the City holds a sewer right of way easement over a portion of the property as described in **Exhibit B** recorded January 29, 1937 in Book 3414 of Official Records, Page 333, Alameda County Official Records; and

WHEREAS, the City holds a sewer reserve easement over a portion of the property as shown on the filed map "Map of a Resubdivision of a Portion of North Cragmont, April 29, 1909" filed June 19, 1909, in Book 24 of Maps, Page 74, in the Office of the County Recorder of Alameda County, State of California; and

WHEREAS, there is no sewer line located in the area of the easements; and

WHEREAS, the City and Owner intend by this Termination of Easement/Quitclaim to terminate these sewer easements.

NOW THEREFORE, FOR VALUABLE CONSIDERATION RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED AND IN CONSIDERATION OF THE TERMS, COVENANTS BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Termination of Easements. The easements for sewer right of way and reserve purposes over a portion of the property, recorded in Book 3414 of Official Records, Page 333 and Book 24 of Maps, Page 74 respectively are hereby terminated. Owner is released from any and all obligations to allow the City to utilize the easement areas as an area for a sewer.

2. Counterparts. This Termination of Easement 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.

3. Recitals. The facts stated in the recitals of this Termination of Easement form the basis of this Termination of Easement and shall be considered a part of this agreement and are incorporated herein by reference.

4. Governing Law. This Termination of Easement shall be construed in accordance with and governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Termination of Easement on the dates specified below their respective signatures.

OWNER:

PAULONIA INVESTMENT, LLC
a California limited liability company

By: _____
Name: _____
Title: _____

Date: _____

LITTLE TREE INVESTMENT, INC.
a California incorporated company

By: _____
Name: _____
Title: _____

Date: _____

CITY OF BERKELEY:

By: _____
Name: _____
Title: _____

Date: _____

Approved as to Form

City Attorney

Date: _____

Exhibit A

LEGAL DESCRIPTION OF PROPERTY

Being a portion of Lot 8 and Lot 9, Block 25, "Map of a Resubdivision of a Portion of North Cragmont, April 29, 1909", filed June 19, 1909, in Book 24 of Maps, at Page 74, in the Office of the County Recorder of Alameda County, State of California, described as follows:

BEGINNING at a point on the Southwestern line of said Lot 9, Block 25, said line also being the Eastern right of way line of Miller Avenue as said lot, block and street are shown on said "Map of a Resubdivision of a Portion of North Cragmont, April 29, 1909," distant thereon 20.055 feet Northerly of the Southwest corner of said Lot 9; running thence North 45° 25' 48" East, 160.77 feet to a point on the Northeastern line of said Lot 9; running thence South 44° 37' 45" East, along said Northeastern line of Lot 9, and continuing along the Northeastern line of said Lot 8, 59.10 feet to the Southeast corner of said Lot 8; thence along the Southern line of said Lot 8, South 45° 23' 34" West, 74.70 feet to a point South 45° 23' 34" West, 86.80 feet from the Northeast corner of Lot 7, as said lot is shown on said map; thence leaving said line, South 58° 21' 37" West, 60.85 feet; thence South 45° 23' 34" West, 30.95 feet to a point on said Eastern right of way line of Miller Avenue; running thence Northerly along said right of way line, along the arc of a curve to the left, with a radius of 166.95 feet, an arc distance of 45.88 feet to the Point of Beginning.

APN: 063-2969-034-23

Exhibit B

LEGAL DESCRIPTION OF SEWER RIGHT OF WAY EASEMENT

BEGINNING at a point on the Northeastern line of Lot 8 in Block 25 as said lot and block are shown on the map hereinafter referred to, distant thereon Northwesterly twenty (20) feet from the dividing line between lots 7 and 8 in said block 25 and running thence Northwesterly along said Northeastern line four (4) feet; thence Southwesterly parallel with the Northwestern line of said lot 8 one hundred and sixty (160) feet more or less to the Northeastern line of Miller Avenue; thence Southeasterly along said Northeastern line of Miller Avenue four (4) feet: thence Northeasterly in a direct line to the Point of Beginning.

Being a portion of Lot 8 in Block 25 as said lot and block are delineated and so designated on that certain map entitled, "Map of a Resubdivision of a Portion of North Cragmont", filed June 9, 1909 in Book 24 of Maps, Page 74, in the Office of the County Recorder of Alameda County, California.

CERTIFICATE OF 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
County of Alameda

On _____, 2022 before me, _____,
Notary Public, personally appeared _____,
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 of Notary Public

(Notary Seal)

CERTIFICATE OF 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
County of Alameda

On _____, 2022 before me, _____,
Notary Public, personally appeared _____,
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 of Notary Public

(Notary Seal)

CERTIFICATE OF 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
County of Alameda

On _____, 2022 before me, _____,
Notary Public, personally appeared _____,
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 of Notary Public

(Notary Seal)

