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

City of Lafayette  
3675 Mt. Diablo Blvd. #210  
Lafayette, CA 94549  
Attention: City Clerk/CS



CONTRA COSTA Co Recorder Office  
JOSEPH CANCIAMILLA, Clerk-Recorder  
**DOC- 2013-0242168-00**

Check Number  
Thursday, OCT 10, 2013 11:17:00  
FRE \$0.0011

Ttl Pd \$0.00 Rcpt # 0001806110  
MLB/R9/1-20

**AND MAIL TAX STATEMENTS TO**

NAME: Soldier Field Partners, LLC  
ATTENTION: Greg Woehrle  
ADDRESS: 1085 Marguerite Court  
CITY: Lafayette  
STATE & ZIP: California, 94549  
APN: 238-080-019  
SUBDIVISION: TR6569 – Lucas Ranch Estates

No Recording Fee—Exempt  
Pursuant to Government Code Section 6103

**CONSERVATION AND SCENIC EASEMENT**

THIS CONSERVATION AND SCENIC EASEMENT (the "Easement") is dedicated by Soldier Field Partners, LLC, a California limited liability company "Grantor") on September 11, 2013 to the CITY OF LAFAYETTE, a California municipal corporation ("Grantee").

RECITALS

WHEREAS, Grantor is the owner in fee simple of certain real property in the City of Lafayette, Contra Costa County, State of California, more particularly described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the Property possesses open-space and scenic values of great importance to Grantor, Grantee, the people of the City of Lafayette, the people of Contra Costa County, and the people of the State of California, described herein, over, across, under and through only those portions of Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Lot 7, Lot 8, those portions of Parcel B and all of Parcel A which are shown as "Conservation & Scenic Easement" or "150.0' Wide Wildlife Corridor", on the Final Map of Tract 6569 filed for record on October 10, 13 in Book 518 of Maps at Pages 1-7 through \_\_\_\_\_, inclusive, in the Official Records of the County of Contra Costa, State of California (the "Property") as described in Exhibit "C" and depicted in Exhibit "D" attached hereto and incorporated herein by this reference (the "Conservation Area"), and

WHEREAS, Grantor intends that the Conservation Area be maintained as open-space, and in its existing natural condition, as of October 10, 2006; and

WHEREAS, Grantor intends, as owner of the Property, to convey to Grantee an open-space

easement in order to preserve and protect the open-space and natural condition of the Conservation Area in perpetuity pursuant to California Government Code Sections 51070-51097; and

WHEREAS, Grantee is a city authorized under California law to acquire and hold title to real property and this Easement is voluntarily conveyed by Grantor; and

WHEREAS, Grantee intends, by acceptance of the grant made hereby, forever to honor the intentions of Grantor to preserve and protect in perpetuity the open-space, and natural condition of the Conservation Area; and

WHEREAS, the recordation of the Easement is a condition of approval for TR6569 and HDP86-04.

NOW, THEREFORE, for good and valuable consideration, and in consideration of the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of California including, inter-alia, Sections 51070-51097 of the California Government Code, Grantor does hereby voluntarily grant to Grantee the Easement in perpetuity over the Conservation Area of the nature and character and to the extent hereinafter set forth.

1. Purpose. It is the purpose of this Easement to enable the Conservation Area to remain in its natural, scenic, and open-space condition and/or to preserve wildlife corridors, habitat, nesting areas, and watershed value existing as of October 10, 2006 (the "Protected Values").

2. Affirmative Rights and Interests Conveyed. To accomplish the purpose of this Easement, the following rights and interests are conveyed by Grantor to Grantee:

(a) the right to identify, preserve, and protect in perpetuity the Conservation Area as open-space, and to preserve the natural character, use, utility, condition, and present state of the topography and vegetation of the Conservation Area (the "Protected Values").

(b) the right to enter on, inspect, observe, and study the Conservation Area for the purposes of (1) identifying the current uses and practices thereon and the baseline condition thereof; and (2) monitoring the uses and practices regarding the Conservation Area to determine whether they are consistent with this Easement and the Protected Values.

(c) the right to prevent any activity on or use of the Conservation Area that is inconsistent with the purpose of this Easement and the Protected Values, and to require the restoration of such areas or features of the Conservation Area that may be damaged by any inconsistent activity or use, or failure to act. However, it is the intention of this Easement not to limit Grantor's discretion to maintain temporary water lines or engage in activity reasonably necessary for the protection of the Conservation Area from brush fires or mudslides.

3. Uses and Practices. Grantee and Grantor intend that this Easement shall limit the uses of the Conservation Area to only those uses that are consistent with the purposes of the Easement and the Protected Values. Uses and practices consistent with the purpose of this Easement and Protected Values include improving and preserving the Protected Values of the Conservation Area, reasonable fire suppression, and mud slide and earth movement control.

4. Prohibited Uses. Any activity on or use of the Conservation Area inconsistent with the purposes of this Easement and the Protected Values is prohibited. Without limiting the generality of the foregoing, the following uses are expressly prohibited on/in the Easement:

(a) Constructing fencing except for perimeter fencing and fencing along the individual boundary lines of the privately owned lots as approved by the Planning & Building Services Manager or as required by the Vegetation Management Plan for Special-status Plant Species *Diablo Helianthella* and *Robust Monardella*;

(b) Erecting of any billboard, radio or telephone towers or sign, with the exception of signs regarding trail use, safety issues and hours of operation except those permitted under paragraph 5 and approved by the Planning & Building Services Manager;

(c) Depositing of soil, trash, ashes, garbage, waste, bio-solids or any other material;

(d) Removing, destroying, or cutting of trees, shrubs, plants, or other vegetation, except as required by law for (1) fire breaks, (2) prevention of landslides, (3) maintenance of existing trails or roads, (4) prevention or treatment of plant and/or animal disease or as required by the Vegetation Management Plan for Special-status Plant Species *Diablo Helianthella* and *Robust Monardella*;

(e) Causing any thing or condition to exist which induces, breeds, or harbors infectious plant diseases or noxious insects;

(f) Constructing or maintaining structures, including but not limited to trailers, buildings, tents, shacks, garages, barns, temporary buildings, overhead pipes, conduits or wires for the purpose of transmitting messages, heat, light or power, except those permitted under paragraph 5 and approved by the Planning & Building Services Manager;

(g) Grading, including but not limited to digging, excavating, transporting, placing, spreading, depositing in an embankment or fill, compacting or settling, or shaping of surfaces and slopes in excavations and on embankments, backfilling of trenches, pits, ditches and other excavations or natural depressions, and all other operations performed by or controlled by human agency involving the physical movement of rock or soil, except for emergency work, as authorized by the county building official, necessary to protect life, limb or property, or to maintain the safety, use or stability of a public way or drainage way, as approved by the Planning & Building Services Manager and other applicable agencies;

(h) Further subdivision of the Property.

(i) Agricultural development (vineyard, orchard, row crops) or private landscaping on Parcel A, Parcel B, Lot 3, Lot 5, and Lot 8 pursuant to mitigation measure 3.5-1f of the Mitigation Monitoring and Reporting Program.

(j) Removing, destroying, or cutting of trees, shrubs, plants, or other vegetation, except as required by law for (1) fire breaks, (2) prevention of landslides, (3) maintenance of existing trails or roads, or (4) prevention or treatment of plant and/or animal disease as approved by the Planning & Building Services Manager and other applicable agencies;

(k) Introducing vegetation that is not locally indigenous or that is not consistent with the existing landscape character (including but not limited to woodland, chaparral, grassland, or riparian); and

(l) Planting locally indigenous species, including groundcover, shrubs, or trees, unless approved by the Planning & Building Services Manager.

The uses and practices set forth herein are not necessarily exhaustive recitals of consistent and inconsistent activities, respectively. They are set forth both to establish specific permitted and prohibited activities, and to provide guidance in determining the consistency of other activities with the purpose of this Easement and the Protected Values.

5. Parcel 4 Exceptions. The prohibitions set forth in paragraph 4 do not apply to structures constructed on Parcel B or to the construction or maintenance of overhead pipes, conduits or wires for the purpose of transmitting messages, heat, light or power on Parcel B, as permitted by the City.

6. Access to Property by Public. No right of general public access is created by this Easement. The grant of this Easement and its acceptance by Grantee does not authorize, and shall not be construed to authorize, the public or any member thereof to enter upon or use all or any portion of the Property or as granting to the public or any member thereof any rights in or to the Property or the right to go upon or use the Property in any manner.

7. Current Practices and Conditions. Grantee acknowledges by acceptance of this Easement that the present uses of the Conservation Area are compatible with the purpose of this Easement and the Protected Values. In order to establish the present condition of the Conservation Area's protected values, Grantee may prepare an inventory of the Conservation Area's relevant features and conditions.

8. Grantee's Remedies. If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Conservation Area resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Conservation Area so injured. If Grantor fails to cure the violation within 30 days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a 30-day period, fails to begin curing such violation within the 30-day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any protected values, including damages for any loss thereof, and to require the restoration of the Conservation Area to the condition that existed prior to any such injury. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the protected values of the Conservation Area, Grantee may pursue its remedies under this paragraph without waiting for the period provided for cure to expire. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific

performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

9. Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, costs of suit and attorneys' fees, and any costs or restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor. If Grantor prevails in any action to enforce the terms of this Easement, Grantor's costs of suit, including, without limitation, attorneys' fees, shall be borne by Grantee.

10. Grantee's Discretion. Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy on any breach by Grantor shall impair such right or remedy or be construed as a waiver.

11. Costs and Taxes. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Conservation Area. Grantor shall pay any and all taxes, assessments, fees, and charges levied by competent authority on the Property or on this Easement. It is intended that this Easement constitutes an enforceable restriction within the meaning of Article XIII, Section 8 of the California Constitution and that this Easement qualifies as an enforceable restriction under the provisions of California Revenue and Taxation Code Section 402.1.

12. Hold Harmless. Grantor shall hold harmless, indemnify, and defend Grantee and its officers, officials, employees, agents, and contractors and the heirs, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Conservation Area, regardless of cause, except to the extent of the adjudicated proportionate fault of any of the Indemnified Parties; and (2) the obligations specified in Paragraph 9.

13. Development Rights. The Grantor retains no rights of development that are inconsistent with the current practices and conditions of this Easement and the Protected Values.

14. Extinguishment. If circumstances arise in the future that render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the compensation to which Grantee shall be entitled from any sale, exchange, or involuntary conversion of all or any portion of the Conservation Area subsequent to such termination or extinguishment, shall be determined by a court of competent jurisdiction.

15. Assignment of Grantee's Interest. Grantee may assign its interest in this Easement only to an organization that is a "qualified organization," within the meaning of Section 170(h) of the Internal Revenue Code, as amended, or any successor provision, and that is authorized to acquire and hold open

space easements under California law, on obtaining the prior written consent of Grantor. Any assignment without such consents shall be void and of no effect. Such consents shall not be unreasonably withheld by Grantor.

16. Executory Limitation. If Grantee shall cease to exist, or to be a qualified organization under Section 170(h) of the Internal Revenue Code of 1954, as amended, or is not authorized to acquire and hold open space easements under California law, then Grantee's rights and obligations under this Easement shall become immediately vested in another qualified organization within the meaning of 170(h) of the Internal Revenue Code, which has goals similar to those of the Grantee. Preference shall be given to such organizations whose primary activities take place in the City of Lafayette.

17. General Provisions.

(a) Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of California.

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to affect the purpose of this Easement and the policy and purpose California Government Code Sections 51070-51097. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

(e) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

(f) Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding on, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

(g) Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring before transfer shall survive transfer, provided, however, that the provisions of this Deed shall remain binding and in full force and effect regardless of whether such references are made.

(h) Future Conveyance. Grantor agrees that reference to this Deed will be made in any subsequent deed or other legal instrument by means of which they convey any interest in the Property (including but not limited to a leasehold interest).

In WITNESS WHEREOF, the Grantor has executed the Easement the day and year first written above.

GRANTOR(S):

Signature: *[Handwritten Signature]*\*  
For Soldier Field Partners, LLC Property Owner  
Member

Signature: \_\_\_\_\_\*  
\_\_\_\_\_, Property Owner

Accepted by City Council Resolution No. \_\_\_\_\_ on \_\_\_\_\_.

ATTEST:

Signature: *[Handwritten Signature]*  
Joanne Robbins, City Clerk

\* **NOTE:** Property Owner's signature(s) must be notarized on a separate notary sheet.  
Signatures must match letter-for-letter with printed name on this agreement.

**ATTACHMENTS:**

- Exhibit "A" – Property Legal Description
- Exhibit "B" – Property Map
- Exhibit "C" - Conservation Area/Scenic Easement Legal Description
- Exhibit "D" – Conservation Area/Scenic Easement Map
- Notary Form

**EXHIBIT "A"**  
**PROPERTY LEGAL DESCRIPTION**

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

**PARCEL ONE:**

Portion of Section 4, Township 1 South, Range 2 West, Mount Diablo Base and Meridian, described as follows:

Beginning on the South line of the parcel of land described in the Deed from Garthwick, Incorporated, to E. B. M. Lafayette Co., recorded April 8, 1957, in Book 2960 of Official Records of Contra Costa County, Page 494, at the Southeast corner of the parcel of land described as Parcel One in the Deed from E. B. M. Lafayette Co., to DeWitt Investment Co., recorded July 14, 1959, in Book 3411 of Official Records of Contra Costa County, Page 381; thence from said point of beginning along the exterior lines of said E. B. M. Lafayette Co. Parcel (2690 OR 494) as follows: South 84° 41' 48" East, 1635.66 feet; North 20° 19' 45" West, 819.81 feet; North 19° 45' 16" West, 438.25 feet; North 21° 12' 40" West, 540.47 feet; North 31° 33' 03" West, 606.96 feet; North 30° 37' 50" West, 801.94 feet; North 31° 28' 49" West, 391.41 feet; North 37° 59' 35" West, 789.38 feet; North 36° 57' 16" West, 585.65 feet; North 83° 40' 28" West, 60.00 feet; South 0° 36' 22" West, 1315.64 feet and North 89° 52' 33" West, 373.97 feet to the Northeast line of Tract 2078 (Waverly Farms), filed June 3, 1955, in Book 58 of Maps, Page 28, Contra Costa County Records; thence along said Northeast line South 51° 55' 23" East, 491.69 feet and South 41° 56' 10" East, 765.88 feet to the Northeast line of Tract 2184 (Waverly Farms Unit No. 2), filed July 23, 1958, in Book 70 of Maps, Pages 21 and 22, Contra Costa County Records; thence along the exterior lines of said Tract 2184 (70 M 21 & 22), as follows: South 40° 37' East, 250.00 feet; South 31° 37' East, 132.00 feet; South 46° 37' East, 103.00 feet; South 54° 07' East, 148.00 feet; South 76° 07' East, 94.00 feet; South 65° 14' 04" East, 422.15 feet and South 23° 29' 31" West, 373.91 feet to the most Easterly corner of said DeWitt Investment Co., Parcel One (3411 OR 381); thence along the Northeast and East lines of said DeWitt Investment Co., Parcel One (3411 OR 381), South 68° 33' 21" West, 305.59 feet and South 9° 38' West, 875.00 feet to the point of beginning.

**EXCEPTING THEREFROM:**

1. All that portion thereof lying within Lot 15, Section 4, Township 1 South, Range 2 West, Mount Diablo Base and Meridian.
2. All that portion thereof lying within the parcel of land described as follows:

Beginning at the most Southerly corner of the 4.531 acre Parcel described as Parcel One in the Deed to Pacific Gas and Electric Company, recorded December 31, 1963, in Book 4522 of Official Records of Contra Costa County, Page 566; thence North 20° 20' 20" West, 534.78 feet along the Southwesterly line of Parcel One and Parcel Two in said Deed (4522 OR 566) said line also being the Southwesterly line of Parcel One in the Deed from Esther J. Dollar, et al, to State Mutual Life Assurance Company of America, recorded July 3, 1963, in Book 4400 of Official Records of Contra Costa County, Page 208, to the Southern line of the 40 foot easement



described in the document to Pacific Gas and Electric Company, recorded December 10, 1963, in Book 4508 of Official Records of Contra Costa County, Page 43; thence along said Southern line North 68° 30' 00" West, 93 feet; thence leaving said Southern line South 2° 43' 18" West, 160.79 feet; thence South 20° 20' 20" East, 237.00 feet; thence South 40° 20' 00" West, 137 feet; thence South 5° 19' 40" West, 113 feet to the Southern line of the property described in the Deed to E. B. M. Lafayette Company, recorded April 8, 1957, in Book 2960 of Official Records of Contra Costa County, Page 494; thence along said Southern line South 84° 40' 20" East, 333 feet to the Southwesterly line of the State Mutual Life Assurance Parcel (4400 OR 208); thence along last said line North 17° 43' 46" West, 11.28 feet and North 20° 20' 20" West, 90.05 feet, more or less, to the point of beginning.

PARCEL TWO:

A non-exclusive easement appurtenant to Parcel One above as granted from Richard Velasquez, et ux, in the instrument recorded June 28, 2004, Series No. 2004-248024, Contra Costa County Records, for the installation and maintenance of drainage facilities over the following described land:

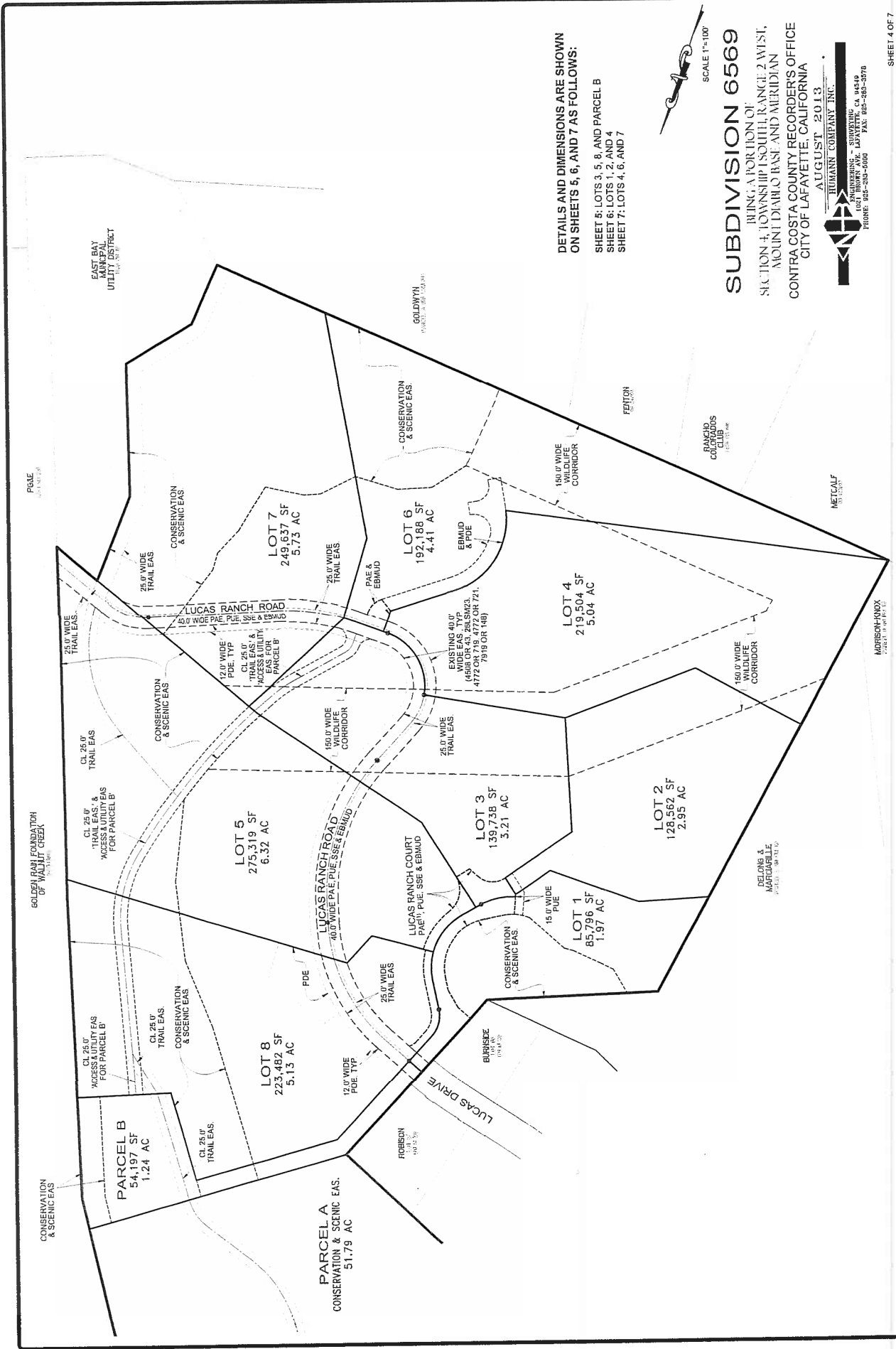
Portion of Lot 34, as said Lot is shown on Tract Map 2078, filed June 3, 1955, in Book 58 of Maps, Page 28, Contra Costa County Records, described as follows:

Beginning at a point on the Northern right of way line of Lucas Drive, as said drive is shown on said Tract Map 2078, said point also being the most Southern corner of said Lot 34 (58 M 28); thence from said point of beginning along the Eastern line of said Lot 34, North 50° 52' 46" East 128.12 feet; thence along the Northern line of said Lot 34, North 41° 56' 10" West, 12.01 feet; thence leaving said line South 50° 52' 46" West, 73.37 feet; thence South 74° 27' 27" West, 10.00 feet; thence South 50° 52' 46" West, 45.00 feet to a point on said Northern right of way line of Lucas Drive; thence along said Northern line South 39° 07' 14" East, 16.00 feet to the point of beginning.

APN: 238-080-019

**EXHIBIT "B"**  
**PROPERTY MAP**





DETAILS AND DIMENSIONS ARE SHOWN ON SHEETS 5, 6, AND 7 AS FOLLOWS:

- SHEET 5: LOTS 3, 5, 6, AND PARCEL B
- SHEET 6: LOTS 1, 2, AND 4
- SHEET 7: LOTS 4, 6, AND 7



SCALE 1"=100'

# SUBDIVISION 6569

BEING A PORTION OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 2 WEST, MOUNT DIABLO EAST AND MERIDIAN CONTRA COSTA COUNTY RECORDERS OFFICE CITY OF LAFAYETTE, CALIFORNIA

AUGUST 2013  
**HUMANN COMPANY INC.**  
 ENGINEERING SURVEYING  
 1000 W. LAFAYETTE AVENUE, SUITE 200  
 LAFAYETTE, CA 94540  
 PHONE: 925-335-0090 FAX: 925-335-3370

## EXHIBIT C

### Legal Description

Real property situated in City of Lafayette, Contra Costa County, State of California described as follows:

All those areas shown and delineated as "Conservation and Scenic Easement", being portions of Lot 1, Lot 5, Lot 6, Lot 7, Lot 8 (collectively referred to herein as Lots) and portion of Parcel B, and all of parcel A as said lots and parcels are shown on the Map of subdivision 6569, filed for record on *October 10*, 2013, in Book 12 of Maps at Pages 1 through 7, inclusive, in the official Records of the County of Contra Costa, State of California.

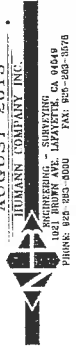


*Izzat S. Nashashibi*

**EXHIBIT "D"**  
**CONSERVATION AREA MAP**

# SUBDIVISION 6569

BLIND, VORHORN & CO.  
 1400 S. FAYETTE STREET, SUITE 200  
 SAN JOSE, CALIFORNIA 95128  
 AUGUST 2013



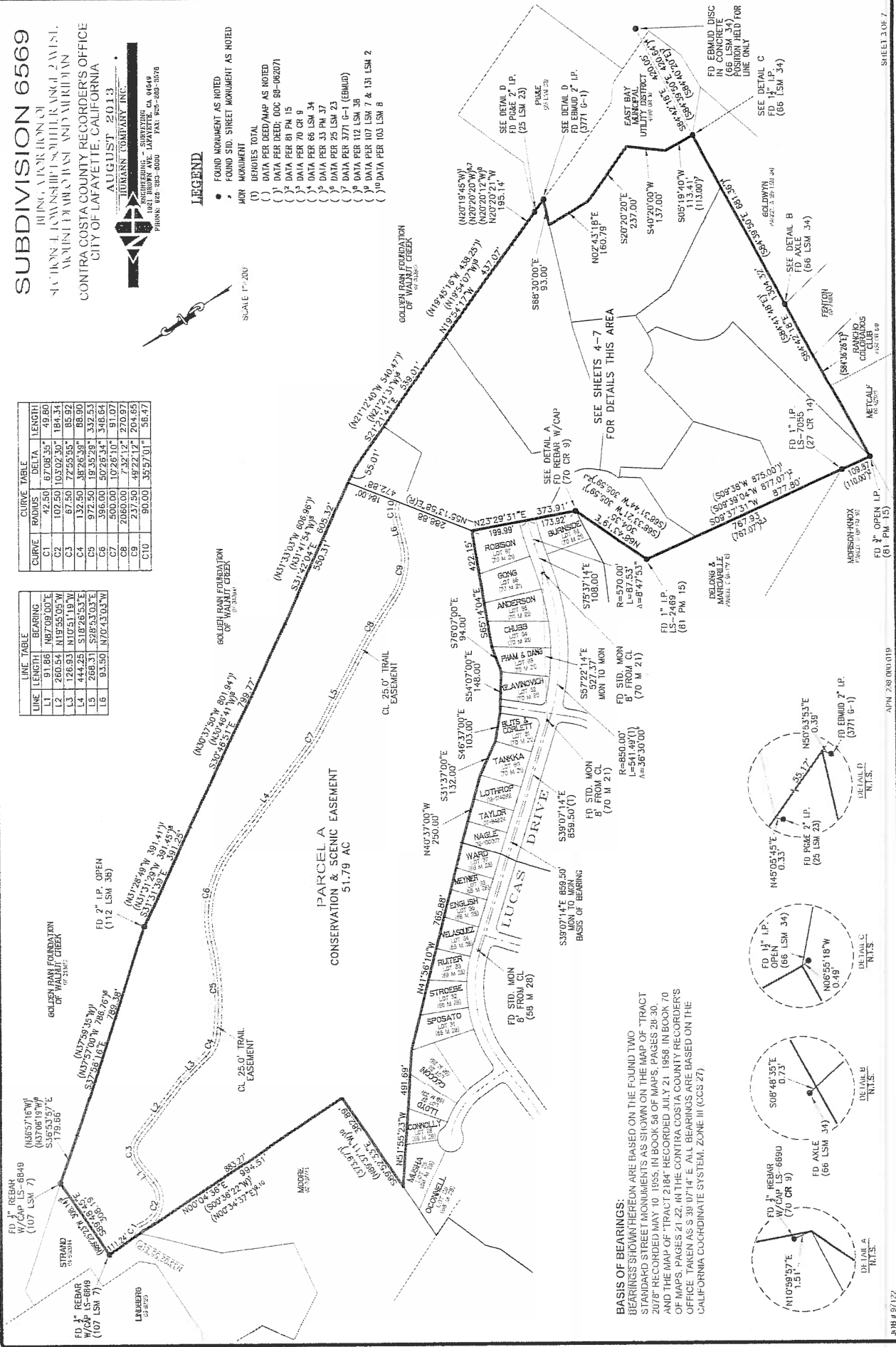
## LEGEND

- FOUND MONUMENT AS NOTED
- FOUND SID. STREET MONUMENT AS NOTED
- MONUMENT
- ( ) BEHINDS TOTAL
- ( ) DATA PER DEED/APP AS NOTED
- ( ) DATA PER DEED; DOC 98-082071
- ( ) DATA PER 61 PM 15
- ( ) DATA PER 70 CR 9
- ( ) DATA PER 66 LSM 34
- ( ) DATA PER 43 PM 37
- ( ) DATA PER 25 LSM 23
- ( ) DATA PER 3771 G-1 (EBMUD)
- ( ) DATA PER 112 LSM 38
- ( ) DATA PER 107 LSM 7 & 131 LSM 2
- ( ) DATA PER 103 LSM 8

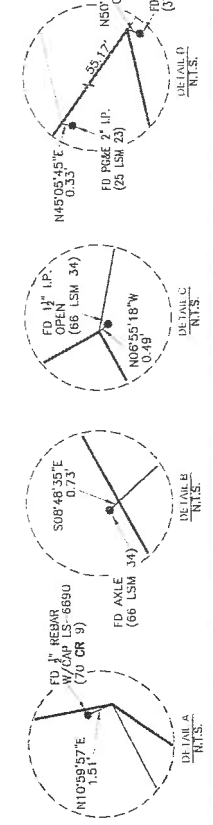
SCALE 1"=200'

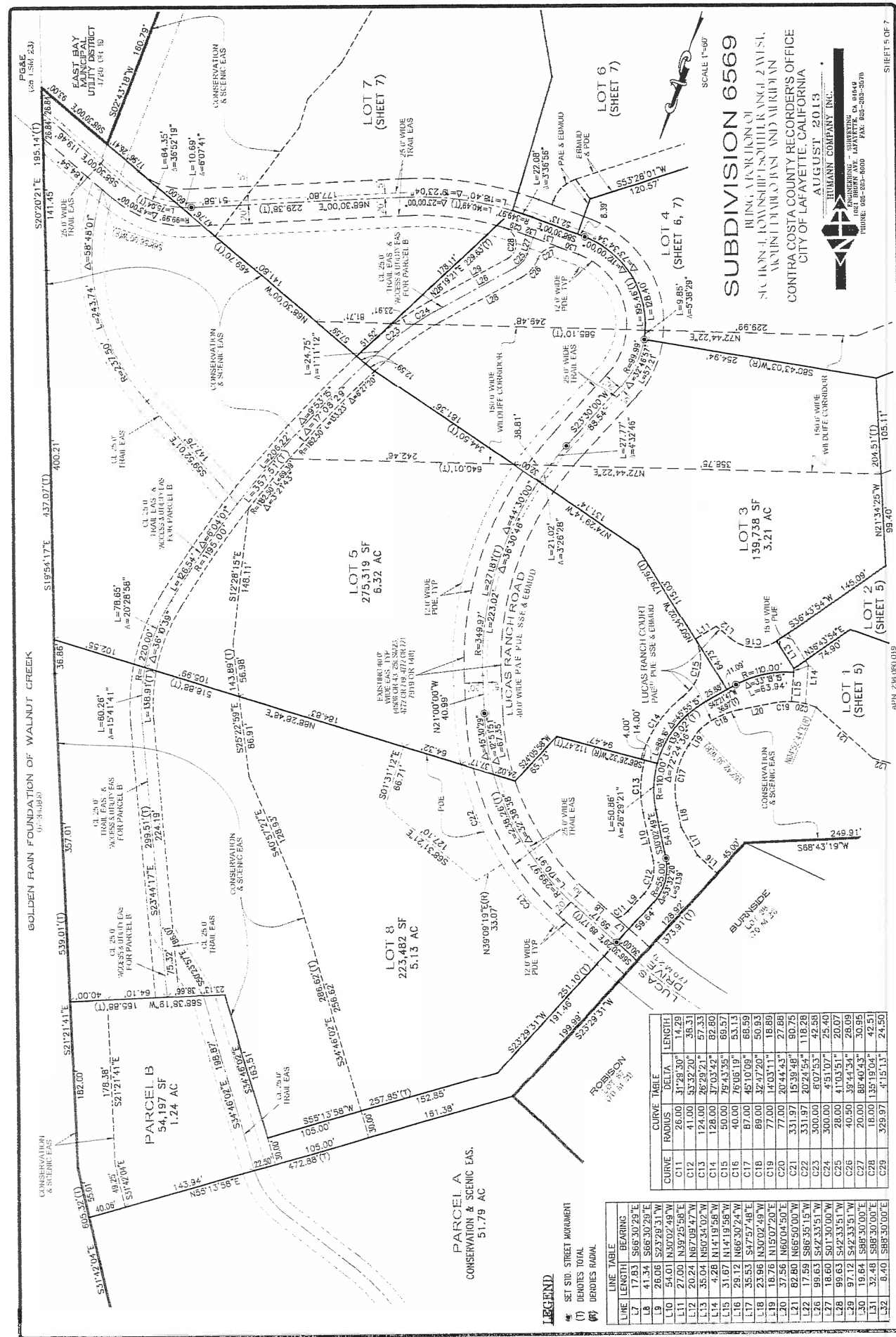
CURVE	RADIUS	DELTA	LENGTH
C1	42.50	87.0835°	49.60
C2	102.50	103.0230°	184.34
C3	67.50	72.5595°	85.92
C4	132.50	38.2638°	88.90
C5	972.50	19.3529°	332.33
C6	586.00	50.2834°	18.04
C7	2880.00	10.2710°	97.037
C8	2880.00	48.2211°	204.65
C9	90.00	35.5730°	56.47

LINE	LENGTH	BEARING
L1	91.86	N87.0900°E
L2	260.54	N19.5505°W
L3	126.83	N19.5119°W
L4	444.35	S18.2653°E
L5	288.31	S28.5303°E
L6	93.50	N70.4303°W



**BASIS OF BEARINGS:**  
 BEARINGS SHOWN HEREON ARE BASED ON THE FOUND TWO STANDARD STREETS MONUMENTS AS SHOWN ON THE MAP OF TRACT 2078 RECORDED MAY 10 1955, IN BOOK 54 OF MAPS, PAGES 28-30, AND THE MAP OF TRACT 2184 RECORDED JULY 21 1958, IN BOOK 70 OF MAPS, PAGES 21-22, IN THE CONTRA COSTA COUNTY RECORDER'S OFFICE, TAKEN AS S 39 07' 14" E ALL BEARINGS ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM, ZONE III (CCS 27).





**SUBDIVISION 6569**  
 PLANNED DEVELOPMENT  
 CITY OF LAFAYETTE, CALIFORNIA  
 AUGUST, 2013

**HUMAN COMPANY INC.**  
 1000 W. SHAWWING ST., SUITE 100  
 LAFAYETTE, CA 94501  
 PHONE: 707-282-8000 FAX: 707-282-8070

SCALE 1"=60'

CURVE	RADIUS	DELTA	LENGTH
C11	26.00	3129.30'	14.29
C12	41.00	5332.20'	36.31
C13	124.00	2829.21'	57.33
C14	128.00	3703.42'	82.80
C15	50.00	7943.35'	69.57
C16	40.00	7606.19'	53.13
C17	87.00	4510.09'	69.59
C18	89.00	3247.20'	50.93
C19	77.00	2044.43'	27.88
C20	77.00	2044.43'	27.88
C21	331.97	1539.48'	90.75
C22	331.97	1539.48'	90.75
C23	300.00	607.53'	42.58
C24	300.00	607.53'	42.58
C25	28.00	4103.51'	20.07
C26	40.50	3904.34'	28.09
C27	20.00	8840.43'	30.95
C28	18.00	13519.04'	42.51
C29	329.97	4115.13'	24.50

LINE	LENGTH	BEARING
L7	17.83	S66°30'29"E
L8	41.34	S66°30'29"E
L9	26.06	S23°29'31"W
L10	54.01	N30°02'49"W
L11	27.00	N39°25'58"E
L12	20.24	N67°09'47"W
L13	35.04	N50°34'02"W
L14	4.28	N14°19'58"W
L15	31.67	N14°19'58"W
L16	29.12	N66°30'24"W
L17	35.53	S47°57'48"E
L18	23.96	N30°02'49"W
L19	18.76	N15°07'20"E
L20	37.80	N66°40'00"W
L21	17.59	S86°35'15"W
L22	18.60	S01°30'00"W
L23	99.63	S42°33'51"W
L24	99.63	S42°33'51"W
L25	97.12	S42°33'51"W
L26	19.64	S88°30'00"E
L27	32.48	S88°30'00"E
L28	6.40	S88°30'00"E

**LEGEND**  
 (---) SET STD. STREET MONUMENT  
 (---) DENOTES TOTAL  
 (---) DENOTES RADIAL

APN: 238 080 019  
 SHEETS OF 7



# SUBDIVISION 6569

PLANS FOR LOTS OF  
 SECTION 4, TOWNSHIP 11 SOUTH, RANGE 2 WEST,  
 AQUINO DEBARLO BASI, AND MERIDIAN  
 CONTRA COSTA COUNTY RECORDER'S OFFICE  
 CITY OF LAFAYETTE, CALIFORNIA

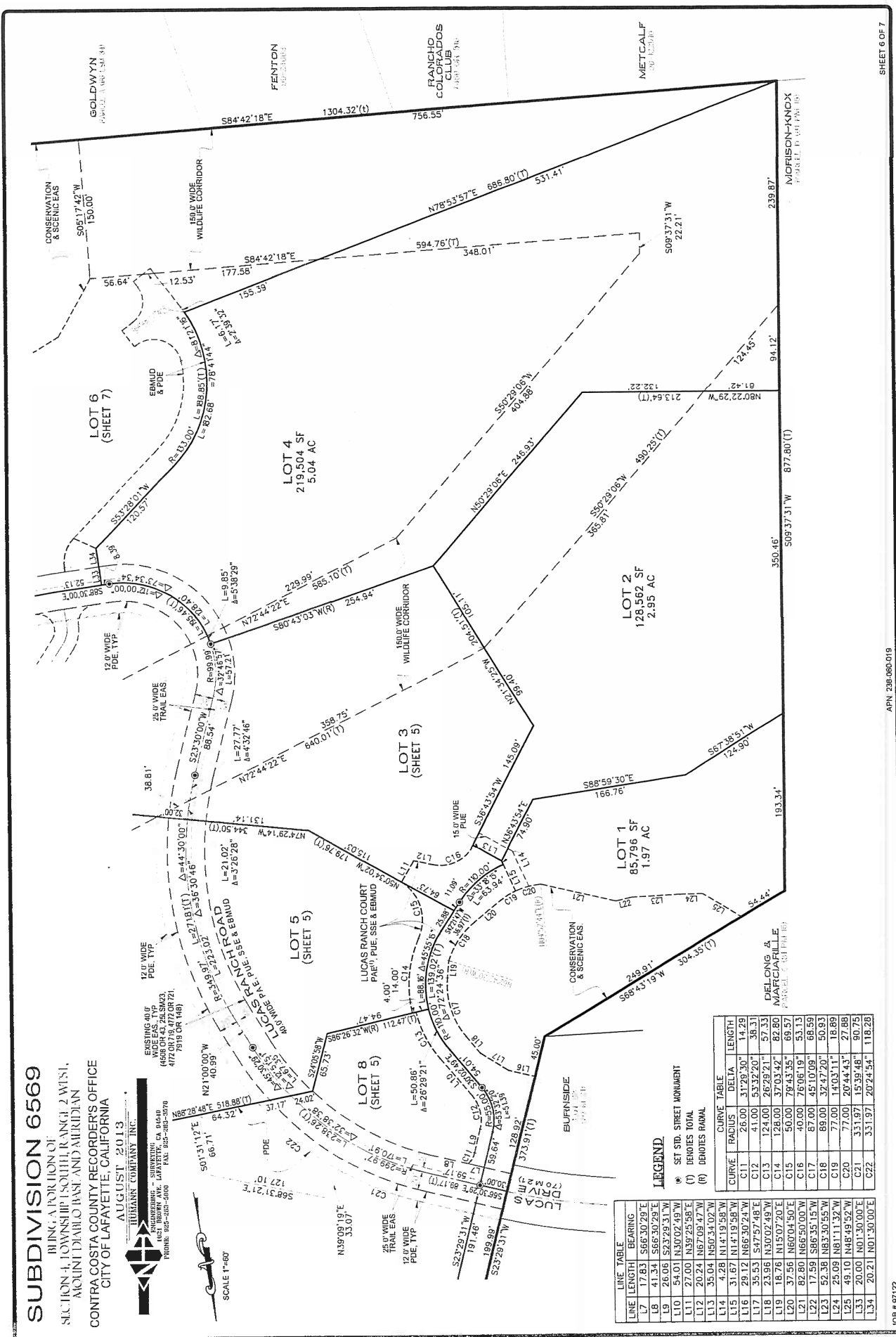
AUGUST 2013



TULLMAN COMPANY INC.  
 ENGINEERING & SURVEYING  
 1001 BERRY AVE. LAFAYETTE, CA 94501  
 4172 OR 718, 877 OR 721,  
 7919 OR 148



SCALE 1"=60'



LINE	LENGTH	BEARING
L7	17.83	S66°30'29"E
L8	41.34	S66°30'29"E
L9	26.06	S23°29'31"W
L10	54.01	N30°02'49"W
L11	27.00	N39°25'58"E
L12	20.24	N67°09'47"W
L13	35.04	N50°34'02"W
L14	4.28	N14°19'58"W
L15	31.67	N14°19'58"W
L16	29.12	N66°30'24"W
L17	35.53	S47°57'48"E
L18	23.96	N30°02'49"W
L19	18.76	N15°07'20"E
L20	37.56	N60°04'50"E
L21	82.80	N66°30'24"W
L22	17.59	S66°35'15"W
L23	52.38	N83°30'55"W
L24	25.09	N81°11'32"W
L25	49.10	N48°49'52"W
L26	20.00	N01°30'00"E
L27	331.97	15°39'48"
L28	20.21	N01°30'00"E

**LEGEND**  
 \* SET STD. STREET MONUMENT  
 (T) DENOTES TOTAL  
 (R) DENOTES RADIAL

CURVE	RADIUS	DELTA	LENGTH
C11	26.00	3129.30'	14.29
C12	41.00	5332.20'	35.31
C13	124.00	2629.21'	57.33
C14	128.00	3703.42'	82.80
C15	50.00	7943.35'	69.57
C16	40.00	7606.19'	53.13
C17	87.00	45°10'09"	65.59
C18	88.00	37°47'20"	50.93
C19	77.00	14°03'11"	18.89
C20	49.10	20°44'43"	27.88
C21	331.97	15°39'48"	90.75
C22	331.97	20°24'54"	118.28

# SUBDIVISION 6569

IRING, VIKTORIAN (I)  
 SECTION 1, TOWNSHIP 35, RANGE 2, W. 1/4  
 COUNTY OF SAN JOAQUIN, CALIFORNIA  
 CONTRA COSTA COUNTY RECORDER'S OFFICE  
 CITY OF LAFAYETTE, CALIFORNIA



AUGUST, 2013

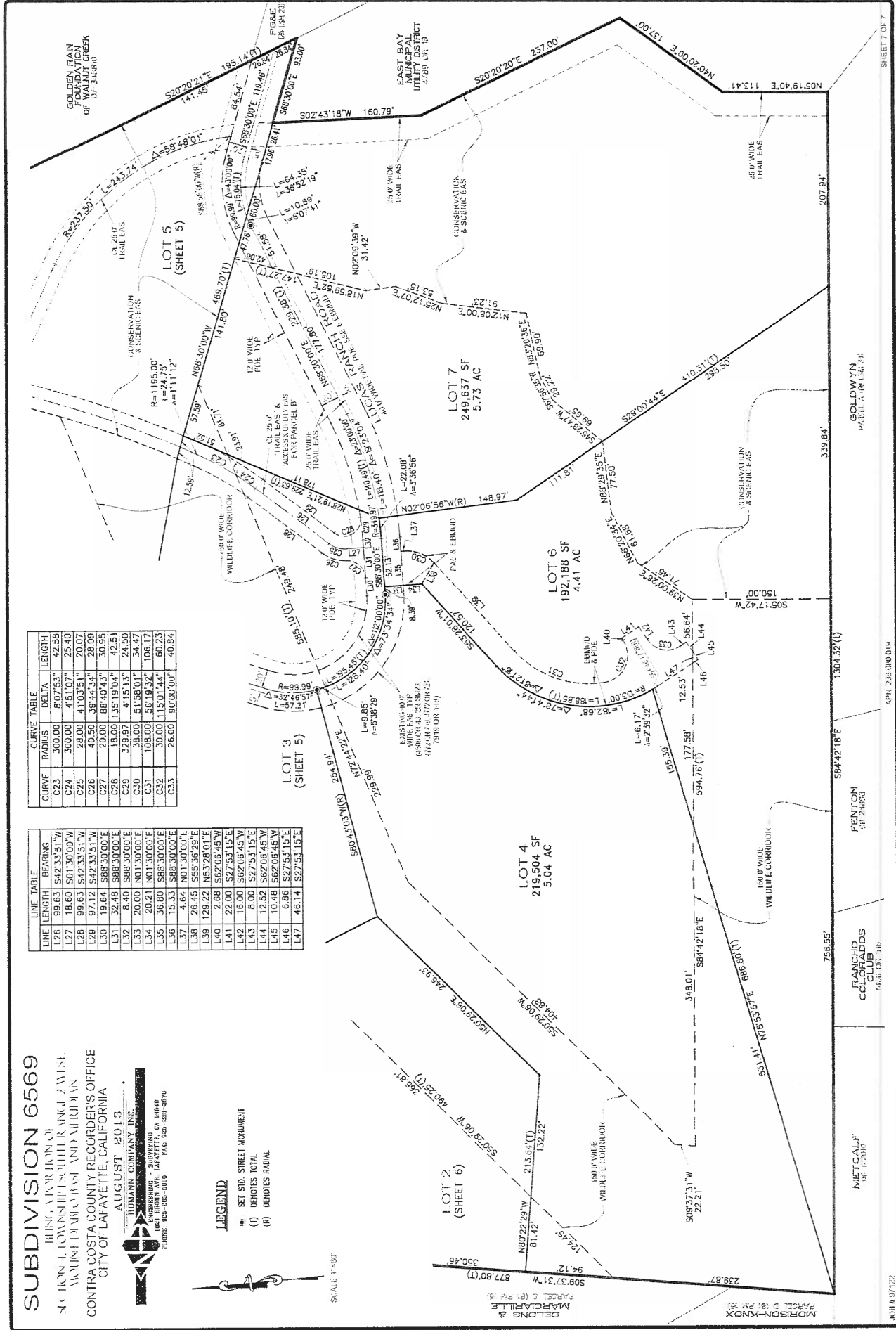
## LEGEND

- \* SET SID. STREET MONUMENT
- (I) DENOTES TOTAL
- (R) DENOTES RADIAL

SCALE 1"=50'

CURVE	RADIUS	DELTA	LENGTH
C23	300.00	87°07'53"	42.58
C24	300.00	41°51'07"	25.40
C25	28.00	41°03'51"	20.07
C26	40.50	39°44'34"	28.09
C27	20.00	88°40'43"	30.95
C28	18.00	135°19'04"	42.51
C29	329.97	41°15'13"	24.50
C30	38.00	51°38'01"	34.47
C31	108.00	58°19'32"	106.17
C32	30.00	115°01'44"	60.23
C33	26.00	90°03'00"	40.84

LINE	LENGTH	BEARING
L26	99.63	S42°33'51"W
L27	18.60	S01°30'00"W
L28	99.63	S42°33'51"W
L29	97.12	S42°33'51"W
L30	19.64	S88°30'00"E
L31	32.48	S88°30'00"E
L32	8.40	S88°30'00"E
L33	20.00	N01°30'00"E
L34	20.21	N01°30'00"E
L35	36.80	S88°30'00"E
L36	15.33	S88°30'00"E
L37	4.64	N01°30'00"E
L38	26.45	S55°38'29"E
L39	129.22	N53°24'01"E
L40	2.68	S27°06'43"E
L41	22.00	S27°53'15"E
L42	16.00	S27°53'15"E
L43	8.00	S27°53'15"E
L44	12.52	S27°53'15"E
L45	10.28	S27°08'45"W
L46	8.86	S27°53'15"E
L47	46.14	S27°53'15"E



SHEET 6 OF 7

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of CONTRA COSTA

On 9/11/13 before me, MAY MUNAR "NOTARY PUBLIC"  
Date Here Insert Name and Title of the Officer

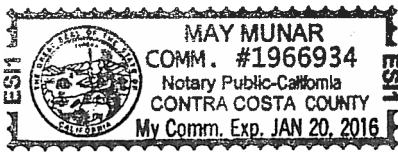
personally appeared GREG WOCHRLS  
Name(s) of Signer(s)

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 *May Munar*  
Signature of Notary Public



Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: CONSERVATION AND SCENIC BASEMENT

Document Date: 9/11/13 Number of Pages: \_\_\_\_\_

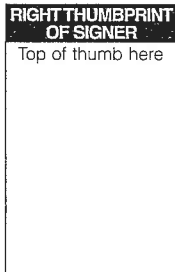
Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

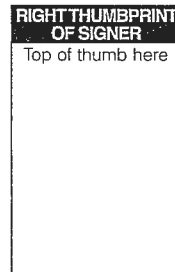
Signer Is Representing: \_\_\_\_\_



Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



When Recorded mail to:  
City Clerk  
City of Lafayette  
3675 Mt. Diablo Blvd., Suite 210  
Lafayette, CA 94549

### CERTIFICATE OF ACCEPTANCE

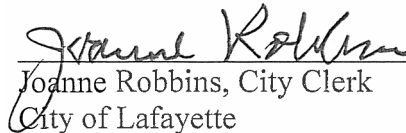
This is to certify that the interest in real property conveyed by the deed or grant dated **September 11, 2013** from **Soldier Field Partners, LLC** to the City of Lafayette, a municipal corporation, is hereby accepted by the undersigned City Manager on behalf of the City Council pursuant to authority conferred by Resolution No. 37-98 of the City Council adopted on April 13, 1998, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: 9-30-13



Steven B. Falk, City Manager  
City of Lafayette

Attested: 9-30-13



Joanne Robbins, City Clerk  
City of Lafayette

"END OF DOC"