

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Hercules Land Partners LP
114 Pacifica, Suite 100
Irvine, CA

Area Above Reserved for Recorder's Use

TEMPORARY ACCESS EASEMENT AGREEMENT

STATE OF CALIFORNIA
CONTRA COSTA COUNTY
CITY OF HERCULES

THIS TEMPORARY ACCESS EASEMENT AGREEMENT (this "**Agreement**") made this ____ day ____ of _____, 20____, by and between Hercules Land Partners a limited partner company ("**Grantor**"), and the City of Hercules (the "**Grantee**");

W I T N E S S E T H

WHEREAS, Grantor is the owner of certain real property located in the Hercules Waterfront District in the City of Hercules, Contra Costa County, California, which is a portion of "Parcel D" as said parcel is shown on that certain map entitled "Parcel Map 476-00," filed October 12, 2000 in Book 179 of Parcel Maps, Page 38, 39 and 40 (179 PM 38) ("Parcel D"), in the office of the Contra Costa County Recorder incorporated by reference herein (the "**Grantor Parcel**"); and

WHEREAS, Grantor desires to grant to Grantee, and Grantee desires to obtain from Grantor, a Temporary Access Easement under, through, on, in, across and over that certain portion of the Grantor Parcel more particularly depicted on **Exhibit A** attached hereto and incorporated by reference herein (the "**Easement Area**") in order to facilitate the maintenance, operation, repair and/or replacement of a cul-de-sac, to be constructed within the Easement Area by Grantee, that will serve Grantor Parcel, subject to the terms, conditions and limitations set forth herein (hereafter "**Easement**").

E A S E M E N T

NOW, THEREFORE, in consideration of the above matters, all of which are incorporated herein by reference, the mutual covenants herein contained, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and Grantee agree as follows:

1. Grantor hereby grants to Grantee the Easement, subject to the terms, conditions, and limitations set forth herein.

2. The term of the Easement shall begin upon *receipt of the first Certificate of Occupancy* for any Building of “Parcel QR” as such parcel is depicted on **Exhibit B** attached hereto and shall expire, terminate, and have no further force or effect, upon commencement of physical construction of the Loop A Road (more particularly depicted as “Lot 39” on **Exhibit C** attached hereto) pursuant to an approved Street Improvement Plan, or equivalent.

3. The Easement granted herein is solely for the purpose of maintenance, operation, repair and/or replacement of a cul-de-sac in the Easement Area by Grantee and does not convey any right except as expressly stated herein. Nor shall the Easement be used in any manner that prevents or materially inhibits Grantor from the use of the real property within the Easement Area. Nor shall the Easement be used in any manner that prevents or materially inhibits access to the Grantor Parcel by Grantor or Grantor’s representatives, tenants, successors, assigns, invitees, contractors, or any others properly seeking access to or from the Grantor Parcel.

4. The Easement shall not convey to Grantee, or to any person, the right to prohibit, restrict, limit or in any manner interfere with normal ingress and egress and use of the Easement Area.

5. Grantor hereby agrees that Grantee is not, as a condition of this Agreement, required to improve the Easement Area.

6. Grantor shall be responsible for the construction and installation of the portion of the cul-de-sac within the Easement Area.

7. Upon termination of this Agreement, all covenants in this instrument are released and the Easement shall be considered free and clear of any restriction or any right of privilege attaching to the grant of the Easement set forth in this Agreement. Upon request by Grantor, Grantee shall execute and documents reasonably requested by Grantee to confirm the termination of this Agreement.

8. This Agreement contains the entire agreement between the Grantor and the Grantee relating to the Easement and supersedes all prior negotiations, representations, or agreements, either written or oral. Any modifications or amendments to this Agreement shall be in writing, with approval by the City Council if required, and signed by both the Grantor and the Grantee.

IN WITNESS WHEREOF, the Parties hereto have executed this Easement under seal by their respectively duly authorized agents, managers or officers as of the day of and year first above written.

| | |
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| | OWNER / GRANTOR: Hercules Land Partners LP a Delaware limited partnership By: Hercules Land Holdings, Inc. its General Partner By: _____ Patrick B. Patterson, Chief Operating Officer, Development |
|--|--|

STATE OF CALIFORNIA

COUNTY OF _____

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Patrick B. Patterson, Senior Vice President

Date: _____ Official Signature of Notary: _____

Notary's printed or typed name: _____

My commission expires: _____

(MUST BE FULLY LEGIBLE)

(Notarial Stamp/Seal)

| | |
|--|--|
| <p>Attest:</p> <p>_____</p> <p>City Clerk</p> | <p>CITY / GRANTEE :</p> <p>City of Hercules</p> <p>By: _____</p> <p>David Biggs, City Manager</p> |
|--|--|

State of California
STATE OF CALIFORNIA
COUNTY OF _____

I, a Notary Public of _____ County, State of California certify that _____ (the "Signatory") personally came before me this day and acknowledged that she is the City Clerk of the City of Hercules, California and that by authority duly given and as the act of said City, the foregoing instrument was signed in its name by the Mayor of the City of Hercules, California and attested by them as City Clerk to the City of Hercules, California.

The Signatory acknowledged to me that she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal, this the ____ day of _____, ____.

Notary Public

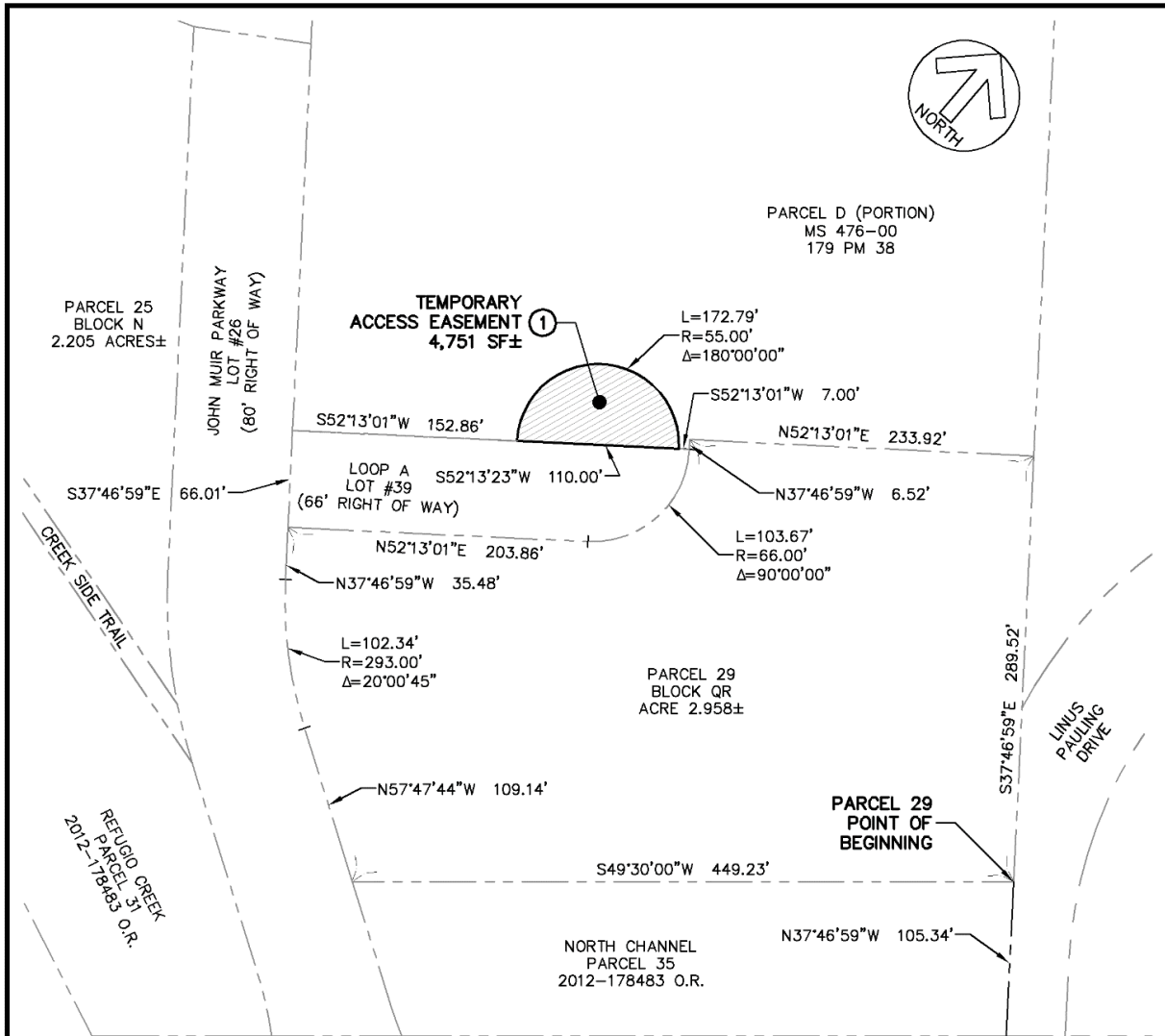
Print: Name: _____
[Note: Notary public must sign exactly as on notary seal]

My Commission Expires: _____

(MUST BE FULLY LEGIBLE)

(Notarial Stamp/Seal)

EXHIBIT "A"



BASIS OF BEARINGS

THE MONUMENT LINE OF BAYFRONT BOULEVARD, AS SHOWN ON THE MAP OF SUBDIVISION 8407, HERCULES VILLAGE, FILED DECEMBER 19, 2001, IN BOOK 437 OF MAPS AT PAGE 31. DISTANCES SHOWN ARE GROUND DISTANCES TO OBTAIN GRID DISTANCES MULTIPLY BY 0.999931. BEARINGS SHOWN HEREON CONFORM WITH CALIFORNIA COORDINATE SYSTEM, ZONE 3.

① TEMPORARY ACCESS EASEMENT

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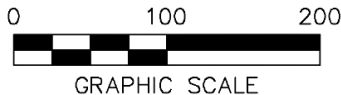


EXHIBIT "A"

Parisi
CSW | DESIGN GROUP

1936 University Ave, Suite 250
Berkeley, CA 94704
510 343 6400
www.parisi-associates.com

TITLE EASEMENT EXHIBIT -

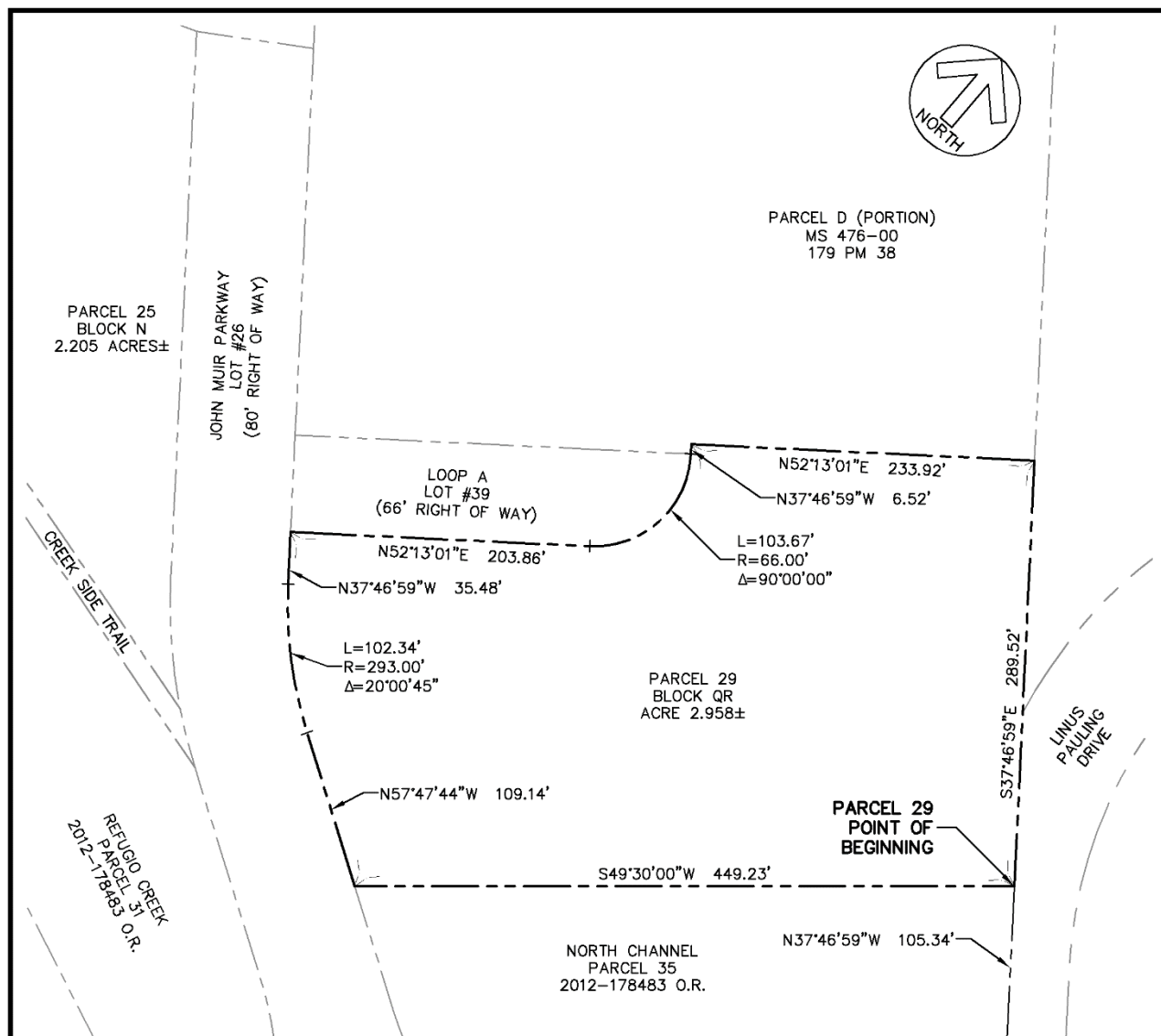
TEMPORARY ACCESS EASEMENT

JOB NUMBER 18013

BY MV CHECKED AA DATE 10/23/2018

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EXHIBIT "B"



BASIS OF BEARINGS

THE MONUMENT LINE OF BAYFRONT BOULEVARD, AS SHOWN ON THE MAP OF SUBDIVISION 8407, HERCULES VILLAGE, FILED DECEMBER 19, 2001, IN BOOK 437 OF MAPS AT PAGE 31. DISTANCES SHOWN ARE GROUND DISTANCES TO OBTAIN GRID DISTANCES MULTIPLY BY 0.999931. BEARINGS SHOWN HEREON CONFORM WITH CALIFORNIA COORDINATE SYSTEM, ZONE 3.

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EXHIBIT "B"

Parisi
CSW | DESIGN GROUP

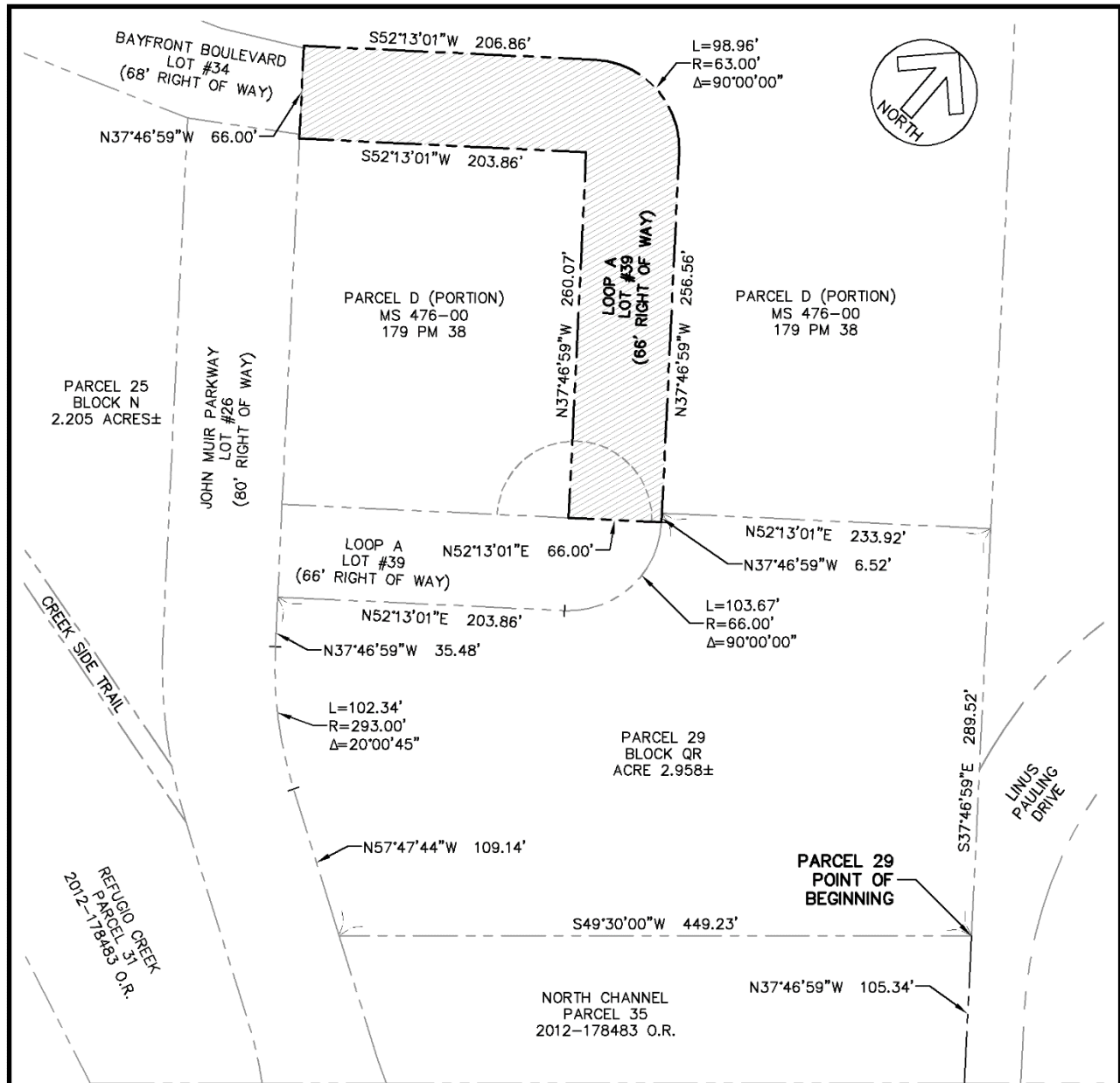
1936 University Ave, Suite 250
Berkeley, CA 94704
510 343 6400
www.parisi-associates.com

TITLE PARCEL EXHIBIT - PARCEL 29; BLOCK QR

JOB NUMBER 18013

BY MV CHECKED AA DATE 10/23/2018
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EXHIBIT "C"



BASIS OF BEARINGS

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EXHIBIT "C"

Parisi
CSW | DESIGN GROUP

1936 University Ave, Suite 250
Berkeley, CA 94704
510 343 6400
www.parisi-associates.com

TITLE LOOP A ROAD

JOB NUMBER 18013

BY MV CHECKED AA DATE 10/23/2018
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