

**EXHIBIT 3E**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Hercules Land Partners LP  
114 Pacifica, Suite 100  
Irvine, CA 92618

Area Above Reserved for Recorder's Use

**[DRAFT]**

**RECIPROCAL PRIVATE PARKING AND ACCESS EASEMENT AND JOINT  
MAINTENANCE AGREEMENT**

STATE OF CALIFORNIA  
CONTRA COSTA COUNTY  
CITY OF HERCULES

**RECITALS**

WHEREAS, Hercules Land Partners LP, a limited partner company, owned and developed certain real property located in the City of Hercules, Contra Costa County, California, as follows: Parcel 1: Block "QR," as more particularly described in the legal description appearing in **Exhibit A** and graphically depicted on **Exhibit B** attached hereto ("**Parcel 1**"), and Block "MP," as more particularly described in the legal description appearing in **Exhibit C** and graphically depicted on **Exhibit D** attached hereto ("**Parcel 2**") (Parcel 1 and Parcel 2 are each individually referred to herein as a "**Lot**," and are collectively referred to herein as "**Lots**");<sup>1</sup> and

[WHEREAS, Hercules Land Partners LP ("**Grantor**") owns both Lots and desires to convey [the other Lot] to \_\_\_\_\_ ("**Grantee**"); and]

WHEREAS, Condition 30.c on Hercules Planning Commission Resolution No. 18-05, as affirmed by Hercules City Council Resolution 18-034, requires that "Between Blocks R & P, the Final Map shall include a 'reciprocal access/parking easement and joint maintenance agreement' to include the 26' wide section clear driving area plus the two 8' parking lanes for a total of 42' to

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<sup>1</sup> This form of Private Parking and Access Easement and Maintenance Agreement was developed for inclusion as an exhibit to that certain Subdivision Improvement Agreement entered into by and between Hercules Land Partners LP and the City of Hercules concurrent with approval of the Final Map for Blocks Q and R of the Bayfront Project. This Private Parking and Access Easement and Maintenance Agreement is not due for execution and recordation until a later time, as specified in the Subdivision Improvement Agreement. The ultimate ownership and identity of the Grantor and Grantee are not currently known, but will be known at the time of recordation. Accordingly, the content of this agreement will be modified to reflect the ownership and identity of the Grantor and Grantee and the Lot(s) conveyed, and this footnote shall be removed, prior to recordation.

access Parking Structure B and the adjacent EVA [*i.e.*, Emergency Vehicle Access] lanes around the building and tied into Linus Paul[ing] (*sic*) road (as shown in the Vesting Tentative Map) extending from the Loop Road to the Bio Rad property line” (“**Condition 30.c**”); and

WHEREAS, Condition 11.a on Hercules Planning Commission Resolution No. 18-05, as affirmed by Hercules City Council Resolution 18-034 (“**Condition 11.a**”) requires that 10 parking spaces are made available to the general public as “Public/Visitor Parking” in the easement area contemplated by Condition 30.c; and

WHEREAS, this Private Parking and Access Easement and Joint Maintenance Agreement (“**Easement Agreement**”) is intended to, and does, satisfy Condition 30.c and Condition 11.a, and further provides for the creation of emergency vehicle access lanes that meet the standards and requirements of the Rodeo-Hercules Fire District; and

WHEREAS, Grantor and Grantee desire to ensure that certain reciprocal easement rights are established and maintained so that such rights will continue to exist in favor of both Lots; and

WHEREAS, the easement rights provided hereunder are designed to ensure ongoing access (i) to on-street parking within the “Private Access Easement Area” depicted on **Exhibit E** (“**Easement Area**”), (ii) to unobstructed driveway access within the Easement Area into buildings on Parcel 1 and Parcel 2, (iii) for private utility construction, installation, maintenance, and repair within the Easement Area, (iv) for sidewalk construction, installation, maintenance, and repair within the Easement Area, (v) for landscaping and lighting construction, installation, maintenance, and repair within the Easement Area, and (vi) for emergency vehicle access; and

WHEREAS, Grantor and Grantee intend that the present and future owner(s) of each Lot shall jointly share, as provided herein, in all decisions, responsibilities, and expenses regarding the Easement and its maintenance and repair.

#### EASEMENT AND JOINT MAINTENANCE AGREEMENT

NOW, THEREFORE, for valuable consideration, Grantor and Grantee agree to impose the following permanent easements and restrictions upon the Lots and lands involved:

1. A permanent fifty-six (56) foot-wide private parking and access easement is hereby created for the benefit of the Lots within the Easement Area, as depicted on **Exhibit E** attached hereto and incorporated herein by this reference (the “**Easement**”).

2. The Easement shall be used for the following purposes: (A) for ongoing access to on-street parking, to be utilized by owners, their tenants, residents, guests, invitees, trades people and members of the public pursuant to Condition 11.a (collectively “**Easement Users**”), (B) for ongoing unobstructed driveway access within the Easement Area, to be used by Easement Users, into buildings constructed on Parcel 1 and Parcel 2, including Parking Structure B and Easement Area parking spaces, (C) for private utility construction, installation, maintenance, and repair within the Easement Area, (D) for sidewalk construction, installation, maintenance, and repair within the Easement Area, (E) for landscaping and lighting construction, installation, maintenance, and repair within the Easement Area, and (F) for emergency vehicle access. The uses specified in this Paragraph 2 shall be the sole and exclusive uses of the Easement Area authorized by this Agreement.

3. The Easement shall be jointly maintained by the then-owners of the Lots, with the owner of each Lot (during its period of ownership) paying an equal fifty percent (50%) share of the reasonable costs of repairing and maintaining the private parking, landscape, lighting, utilities and vehicular and pedestrian access areas located within the Easement Area (collectively “**Easement Area Facilities**”). No maintenance, repair, and/or upgrading of the Easement Area Facilities shall be commenced or completed until the owners of all of the Lots agree on the contractor or contractors to do the maintenance, repair, and/or upgrading work, as well the scope of such work. Utility infrastructure shall be installed within the Easement for the joint use of the Lots by the time the first building is completed on one of the Lots. If the owners of the Lots cannot agree on scope of work to be performed, or the identity of the contractor(s) to perform such work, owners of the Lots shall mutually select an arbitrator whose decision(s) regarding such item(s) shall be final and binding on the parties.

4. The owner of each Lot shall (i) maintain and repair the private parking and access right-of-way so as to always comply with all applicable Rodeo-Hercules Fire District requirements and standards for emergency vehicle access ways, and (ii) maintain the Easement Area in such a manner as to assure that the Easement is safe for travel at all times.

5. No person shall in any way prohibit, restrict, limit or in any manner interfere with normal ingress and egress and use of the Easement Area (or the private road therein) by the Easement Users. Normal ingress and egress and use shall include not only use by the owner or owners of each Lot, but also by the Easement Users.

6. If any part of the Easement Area or properly placed structures within the Easement Area are damaged by the owner of a Lot (or by the owner’s representatives, residents, or invitees), then that owner shall be fully responsible for repairing such damage and paying for the same.

7. During their period of ownership, the owners of the Lots shall be jointly and severally liable and responsible for maintaining the entire Easement Area in full compliance with all Rodeo-Hercules Fire District requirements and standards for emergency vehicle access ways.

8. If the owner of any Lot fails to pay the costs properly incurred pursuant to Paragraphs 3, 4 or 6 hereof within sixty (60) days, such unpaid costs shall accrue interest at the rate of seven percent (7%) per annum (or at the highest interest rate permitted by California law), and such costs, together with relevant interest, shall become a lien upon the Lot involved.

9. No restriction or requirement contained in this Easement shall be amended to reduce or diminish a requirement or standard contained herein except in a recordable writing signed by all of the then-owners of the Lots.

10. The Easement and restrictions, terms and conditions of this Easement Agreement shall permanently run with the land and shall both bind and benefit Grantor, Grantee, and all future owners of the Lots and their heirs, assigns and successors in and to the land.

11. The Easement and restrictions, terms and conditions of this Easement Agreement shall be in addition to any existing deed restrictions binding the Lots (if any) and shall in no way lessen, negate or alter any existing deed restrictions.

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.

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

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)**

EXHIBIT "A"

**LEGAL DESCRIPTION**

Real property in the City of Hercules, County of Contra Costa, State of California, described as follows:

BEING A PORTION OF PARCEL D AS DESCRIBED IN THAT PARCEL MAP RECORDED OCTOBER 12TH, 2000 IN BOOK 179 OF PARCEL MAPS, PAGES 38 THROUGH 40, CONTRA COSTA COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY POINT OF PARCEL D AS SHOWN ON SAID MAP,

THENCE NORTH 37° 46' 59" WEST, ALONG THE EASTERLY LINE OF SAID PARCEL D A DISTANCE OF 105.34 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE LEAVING SAID EASTERLY LINE, SOUTH 49° 30' 00" WEST, 449.23 FEET;

THENCE NORTH 57° 47' 44" WEST, 109.14 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE ALONG SAID TANGENT CURVE HAVING A RADIUS OF 293.00 FEET, THROUGH A CENTRAL ANGLE OF 20° 00' 45", FOR AN ARC LENGTH OF 102.34 FEET TO A TANGENT LINE;

THENCE ALONG SAID TANGENT LINE NORTH 37° 46' 59" WEST, 35.48 FEET;

THENCE NORTH 52° 13' 01" EAST, 203.86 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE ALONG SAID TANGENT CURVE HAVING A RADIUS OF 66.00 FEET, THROUGH A CENTRAL ANGLE OF 90° 00' 00", FOR AN ARC LENGTH OF 103.67 FEET TO A TANGENT LINE;

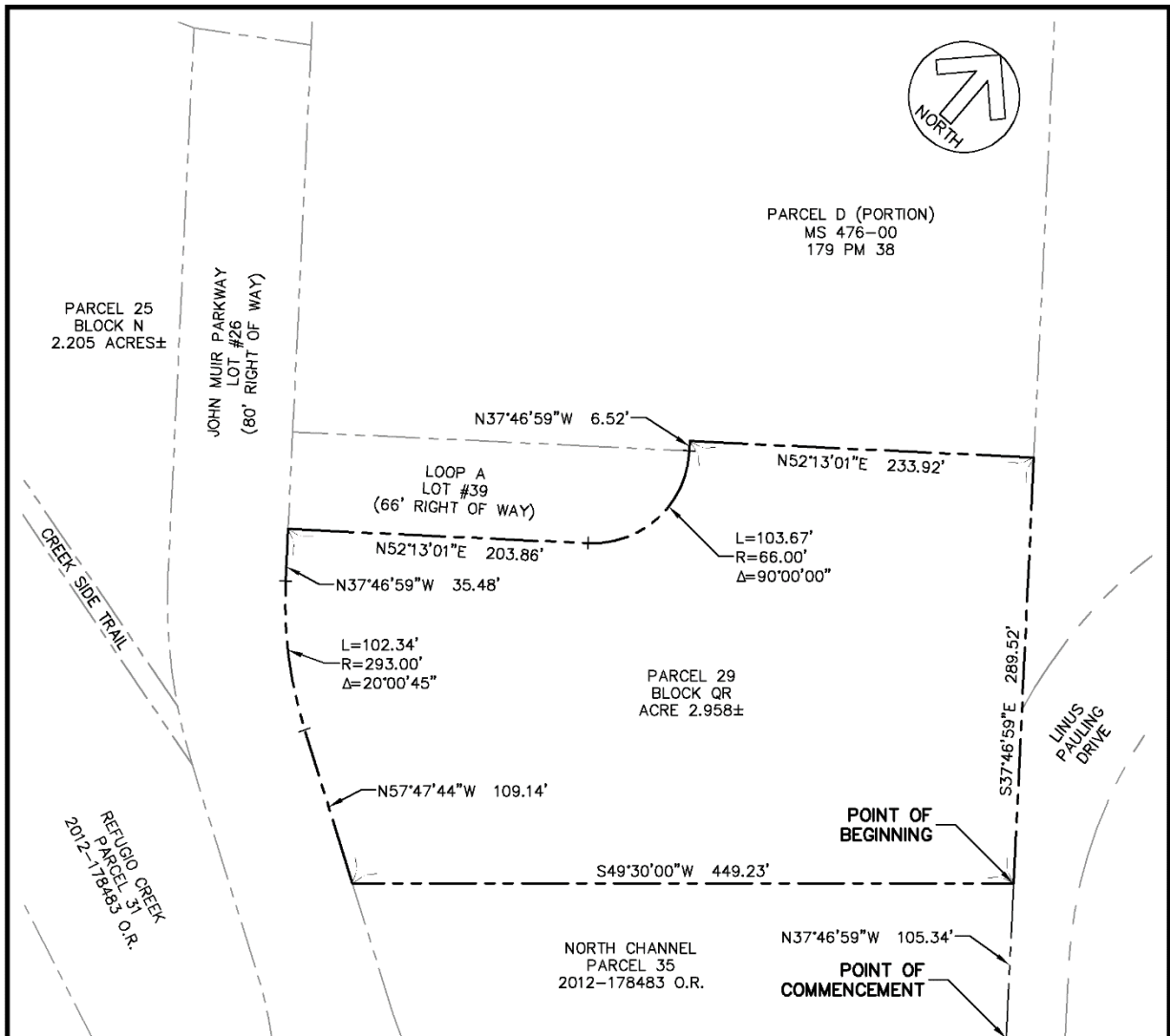
THENCE ALONG SAID TANGENT LINE NORTH 37° 46' 59" WEST, 6.52 FEET;

THENCE NORTH 52° 13' 01" EAST, 233.92 FEET;

THENCE SOUTH 37° 46' 59" EAST, 289.52 FEET TO THE POINT OF BEGINNING.

APN: 404-730-005-0 (Affects this and other property)

# 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.

## LEGEND

E EAST  
L LENGTH  
N NORTH  
R RADIUS  
S SOUTH  
SF SQUARE FEET  
W WEST

0 100 200



GRAPHIC SCALE

## 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"

**LEGAL DESCRIPTION**

Real property in the City of Hercules, County of Contra Costa, State of California, described as follows:

BEING A PORTION OF PARCEL D AS DESCRIBED IN THAT PARCEL MAP RECORDED OCTOBER 12TH, 2000 IN BOOK 179 OF PARCEL MAPS, PAGES 38 THROUGH 40, CONTRA COSTA COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY POINT OF PARCEL D AS SHOWN ON SAID MAP,

THENCE NORTH 37° 46' 59" WEST, ALONG THE EASTERLY LINE OF SAID PARCEL D A DISTANCE OF 394.85 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE LEAVING SAID EASTERLY LINE, SOUTH 52° 13' 01" WEST, 233.92 FEET;

THENCE NORTH 37° 48' 59" WEST, 256.56 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE ALONG SAID TANGENT CURVE HAVING A RADIUS OF 63.00 FEET, THROUGH A CENTRAL ANGLE OF 90° 00' 00", FOR AN ARC LENGTH OF 98.96 FEET TO A POINT;

THENCE NORTH 10° 14' 50" EAST, 22.86 FEET;

THENCE NORTH 37° 46' 59" WEST, 225.17 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY;

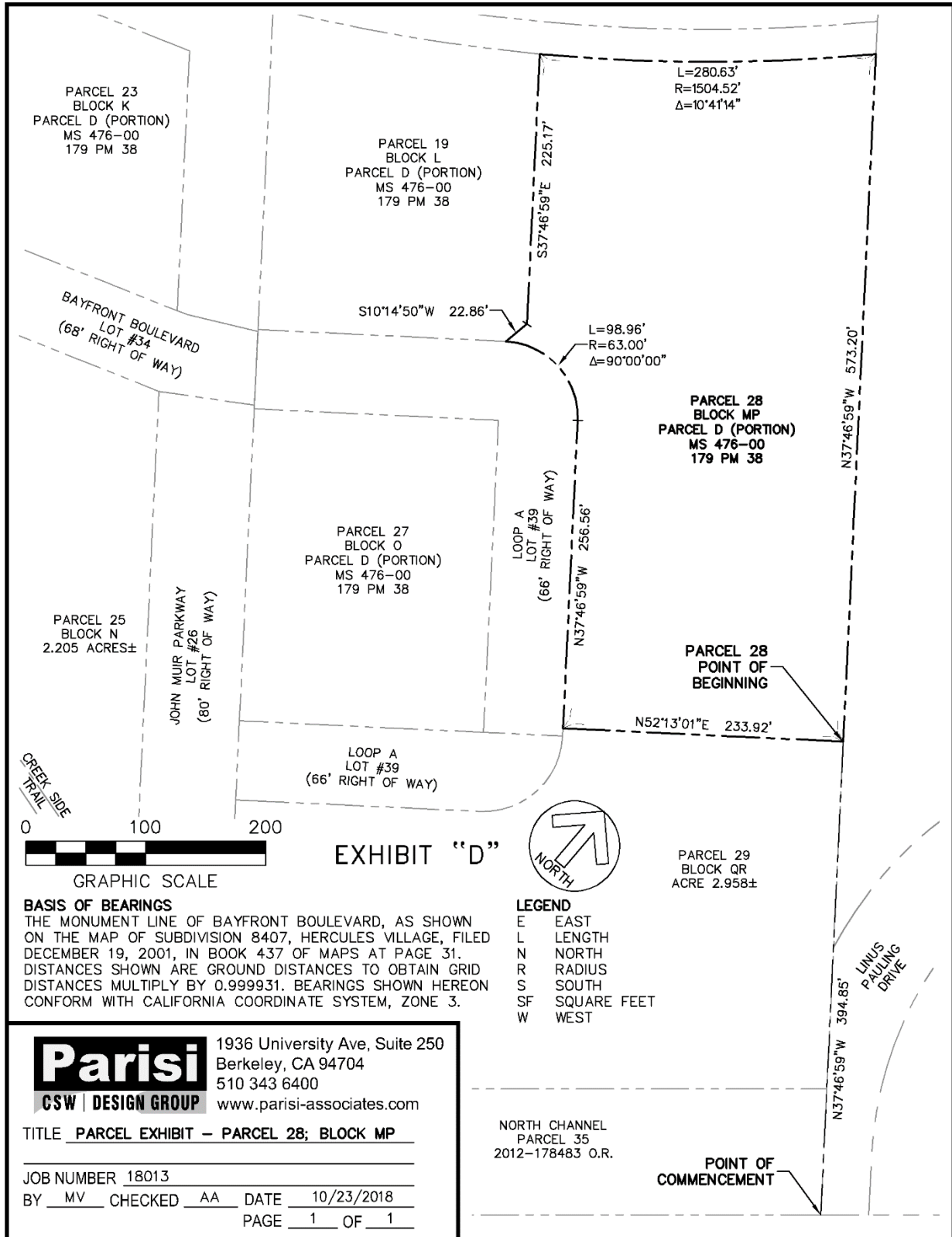
THENCE ALONG SAID NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1504.52 FEET, THROUGH A CENTRAL ANGLE OF 10° 41' 14"; THENCE, ON A CHORD BEARING OF S 49° 31' 13" WEST, FOR AN ARC LENGTH OF 280.63 FEET TO A POINT;

THENCE SOUTH 37° 46' 59" EAST, 573.20 FEET TO THE POINT OF BEGINNING.

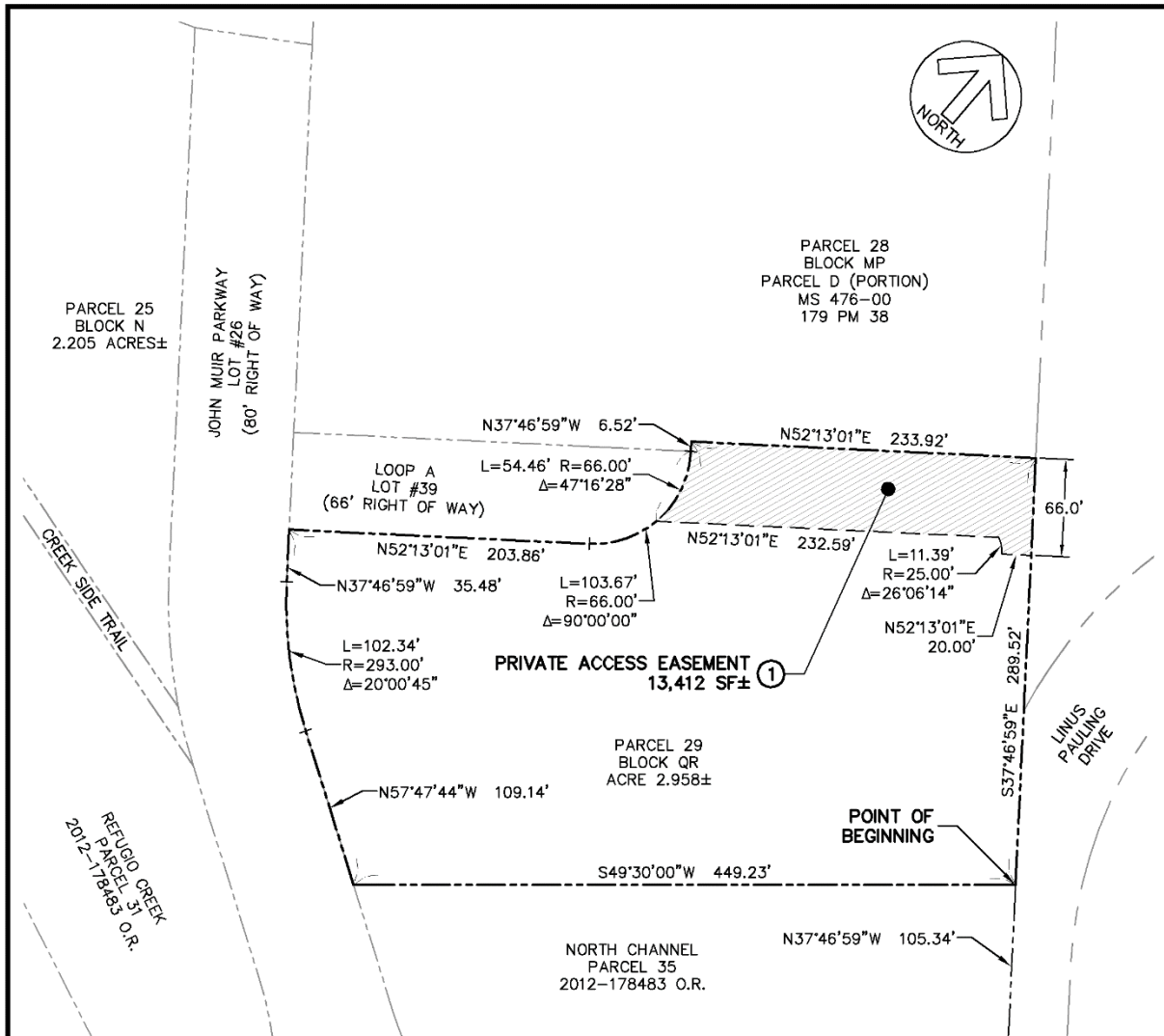
APN: 404-730-005-0 (Affects this and other property)



# EXHIBIT "D"



# EXHIBIT "E"



## 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 PRIVATE ACCESS EASEMENT

## LEGEND

E EAST  
L LENGTH  
N NORTH  
R RADIUS  
S SOUTH  
SF SQUARE FEET  
W WEST

0 100 200



GRAPHIC SCALE

## EXHIBIT "E"

**Parisi**  
CSW | DESIGN GROUP

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Berkeley, CA 94704  
510 343 6400  
www.parisi-associates.com

TITLE EASEMENT EXHIBIT - PRIVATE ACCESS  
EASEMENT

JOB NUMBER 18013

BY MV CHECKED AC DATE 10/23/2018

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