



CITY OF MARTINEZ

**CITY COUNCIL AGENDA
November 17, 2010**

TO: Mayor and City Council
FROM: Tim Tucker, City Engineer
SUBJECT: Accept Deed of Open Space Easement
DATE: November 8, 2010

RECOMMENDATION:

Authorize Mayor to execute document accepting the Deed of Open Space Easement for Minor Subdivision M.S. 551-09.

BACKGROUND:

Minor Subdivision M.S. 551-09 is located on Shell Avenue. The minor subdivision separates the property into Parcel B, a future apartment complex projects more commonly referred to as Cascara Canyon and Parcel A, an upper 3.82 acre custom lot. A condition of approval for the minor subdivision is for the owner to dedicate approximately 3.44 acres of the upper lot as privately maintained Open Space.

The property owner has submitted a Deed of Open Space Easement. Staff requests the Council authorize the Mayor to execute a document accepting the Open Space easement.

FISCAL IMPACT:

None. The Open Space is maintained by the owner of Parcel A.

ACTION:

Authorize Mayor to execute document accepting the Deed of Open Space Easement for Minor Subdivision M.S. 551-09.

Exhibits: Vicinity Map and Resolution
Deed of Open Space Easement & Exhibits A & B

A handwritten signature in black ink, appearing to read "Phil Vioce".

APPROVED BY: City Manager

RESOLUTION NO. -10

**AUTHORIZE MAYOR TO EXECUTE DOCUMENT ACCEPTING THE DEED OF
OPEN SPACE EASEMENT FOR MINOR SUBDIVISION M.S. 551-09**

WHEREAS, the owner of Minor Subdivision M.S. 551-09 wishes to record said Minor Subdivision Map; and

WHEREAS, as Condition of Approval to record said Map the owner must dedicated approximately 3.44 acres of Parcel A as a privately maintained Open Space Easement; and

WHEREAS, the precise location of said easement is shown on Sheet 3 of 3 of said Map; and

WHEREAS, a Deed of Open Space Easement has been prepared and presented to the City Council which complies with the requirements and restrictions of Minor Subdivision M.S. 551-09 Conditions of Approval for the Open Space Easement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Martinez that the Mayor is authorized to sign documents accepting the Deed of Open Space Easement for Minor Subdivision M.S 551-09.

* * * * *

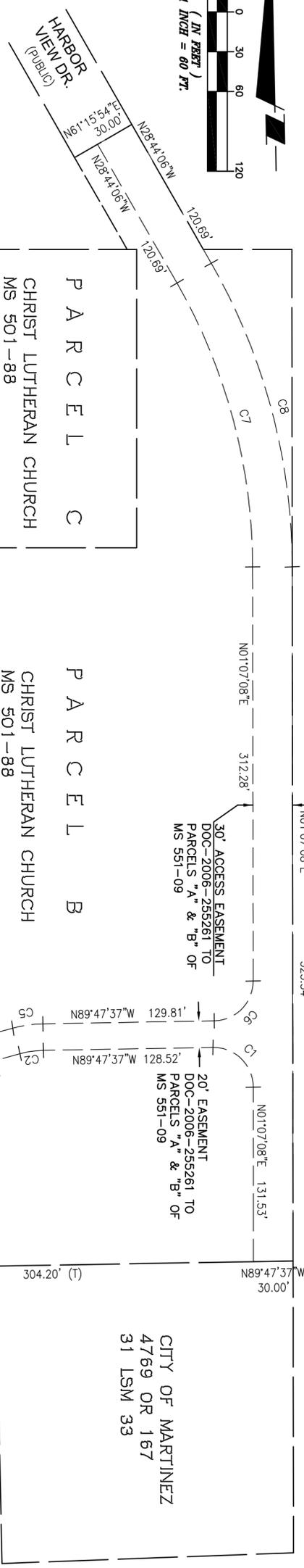
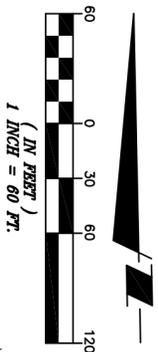
I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution duly adopted by the City Council of the City of Martinez at a Regular Meeting of said Council held on the 17th day of November, 2010, by the following vote:

AYES:

NOES:

ABSENT:

RICHARD G. HERNANDEZ, CITY CLERK
CITY OF MARTINEZ



LASALLE MANOR
7363 OR 870

CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	30.00'	90°54'45"	47.60'
C2	73.00'	141°6'25"	18.19'
C3	65.00'	174°3'42"	20.11'
C4	85.00'	143°56'44"	21.68'
C5	93.00'	141°6'25"	23.17'
C6	30.00'	89°05'15"	46.65'
C7	430.00'	29°51'14"	224.05'
C8	460.00'	29°51'14"	239.68'
C9	321.50'	170°7'44"	96.11'
C10	226.00'	184°2'50"	73.82'
C11	85.00'	03°06'58"	4.62'
C12	32.00'	90°00'00"	50.27'
C13	32.00'	90°00'00"	50.27'

OPEN FD 1/2" I.P.
PER (6 PM 45)
JOB NO. 201024

LINE TABLE	
NO.	BEARING LENGTH
L1	S88°12'16"W 26.60'
L2	S88°12'16"W 18.31'
L3	S88°12'16"W 20.00'
L4	N31°47'44"W 64.65'
L5	S88°12'16"W 20.00'

OPEN SPACE
EASEMENT
AREA = 149,932 SF
3.44 ACRES

PARCEL A
AREA = 166,361 SF
3.82 ACRES

PARCEL B
AREA = 70,173 SF
1.61 ACRES

CCC HOUSING AUTHORITY
627 OR 482

SHELL AVENUE (PUBLIC)
R/W VARIES AS SHOWN

PARCEL C
CHRIST LUTHERAN CHURCH
MS 501-88
(137 PM 10)

PARCEL B
CHRIST LUTHERAN CHURCH
MS 501-88
(137 PM 10)

30' ACCESS EASEMENT
DOC-2006-255261 TO
PARCELS "A" & "B" OF
MS 551-09

20' EASEMENT
DOC-2006-255261 TO
PARCELS "A" & "B" OF
MS 551-09

CITY OF MARTINEZ
4769 OR 167
31 LSM 33

BASIS OF BEARINGS

BEARINGS SHOWN HEREON ARE BASED ON THE NORTHERLY LINE OF PARCEL A TAKEN AS N 88°48'36"W. BETWEEN FOUND IRON PIPES AS SHOWN ON THE MAP OF "SUBDIVISION MS 501-88" RECORDED DECEMBER 5, 1988, IN BOOK 137 OF PARCEL MAP, PAGE 10, IN THE CONTRA COSTA COUNTY.

LEGEND

- FOUND 1.5" IRON PIPE RCE 9622 (1)
- (T) DENOTES TOTAL
- (1) DATA PER 137 PM 10
- SET 5/8" REBAR WITH PLASTIC CAP, R.C.E. 21764
- (IP) IRON PIPE
- PR.U.E. PRIVATE UTILITY EASEMENT
- PR.S.D.E. PRIVATE STORM DRAIN EASEMENT
- TIE LINE

PARCEL MAP
MINOR SUBDIVISION M.S. 551-09

BEING ALL OF PARCEL A OF
SUBDIVISION MS 501-88
RECORDED DECEMBER 5, 1988, IN BOOK 137 OF PARCEL MAP
AT PAGE 10 OFFICIAL RECORDS OF CONTRA
CITY OF MARTINEZ, COSTA COUNTY, STATE OF CALIFORNIA

CITY OF MARTINEZ
CONTRA COSTA COUNTY, CALIFORNIA
ISAKSON & ASSOCIATES INC
CIVIL ENGINEERING & LAND SURVEYING
2255 YGNACIO VALLEY ROAD SUITE 'C'
WALNUT CREEK, CALIFORNIA
SEPTEMBER, 2010 SCALE: 1"=60'

APN 376-010-011

SHEET 3 OF 3

**RECORDING REQUESTED BY
CITY OF MARTINEZ**
WHEN RECORDED MAIL TO
City Clerk
City of Martinez
525 Henrietta Street
Martinez, CA. 94553

Assessor's Parcel Number: 376-010-011

DEED OF OPEN SPACE EASEMENT

THIS OPEN SPACE EASEMENT (the "Easement") is made by _____ as the present title owner(s) of record of the herein described parcel of land ("Grantor"), to the CITY OF MARTINEZ, a California municipal corporation ("Grantee").

WITNESS THAT:

WHEREAS, Grantor is the owner in fee simple of certain real property in the City of Martinez, Contra Costa County, State of California, more particularly described in Exhibit "A" and delineated 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 City of Martinez, the people of Contra Costa County, and the people of the State of California; and

WHEREAS, Grantor intends that the Property be maintained as open-space, and in its natural condition existing as of the date of this Easement; 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 Property 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 Property;

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 Property of the nature and character and to the extent hereinafter set forth.

1. Purpose. It is the purpose of this Easement to enable the Property to remain in its natural, scenic, and open-space condition existing as of the date of this Easement (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 Property as open-space, and to preserve the natural character, use, and utility of the Property (the "Protected Values").
- (b) the right to enter on, inspect, observe, and study the Property 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 Property 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 Property 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 Property 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 storm drain line, utilities, or engage in activity reasonably necessary for the protection of the Property from brush fires, landslides or mudslides.
- (d) the right to rezone the Property from Open Space to Open Space-Deed Restricted.

3. Uses and Practices. Grantee and Grantor intend that this Easement shall confine the uses of the Property 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 the Protected Values of the Property, reasonable fire suppression, and mudslide and earth movement control.

4. Prohibited and Permitted Uses of Property:

- (A) Prohibited uses: Any activity on or use of the Property 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) The erection of structures.
 - (b) Paving and Grading.
 - (c) The removal, destroying or cutting of trees.

- (d) The erections of fencing that obstruct the view.
- (e) Storage of vehicles or other items.
- (f) The construction, keeping, placing or maintaining dumps for disposal of ashes, trash, rubbish, sawdust, garbage, animal waste, sewage and offensive material, except that required in conjunction with permitted residential and agricultural uses.
- (g) Surface entry for exploration or for the extraction of minerals.
- (h) The erecting of any billboard, radio or telephone towers or sign, with the exception of signs regarding trail use, safety issues and hours of operation;

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.

(B) Permitted uses: The following uses may be permitted on/in the Easement:

- (a) Limited grading, subject to the approval of the City of Martinez Community Development Director, for:
 - 1. Geological hazard abatement, such as to repairing landslides and mudslides, if such is ever necessary to safeguard improvements on the subject property, or on surrounding properties.
 - 2. As required to accommodate mandatory adjustments of existing easements to install storm drain facilities and utilities as required in the Conditions of Approval , future requirements of public utilities or the Contra Costa Fire Protection District.
- (b) Limited grading to accommodate fire access road to the open space easement as required by the fire department.
- (c) Grading as may be approved at such time Design Review Approval is given for development of Parcel "A" of Minor Subdivision 551-09.

5. Not used.

6. Grantor's Rights. Notwithstanding anything contained in this Covenant to the contrary, Grantor, its successors, and assigns, shall have the right and entitlement to use, operate, repair and maintain the Easement as of the date of this Easement, subject to the prior written approval of the Grantee. All required costs associated with the upkeep, operation and maintenance of the Easement shall be solely born by the Grantor.

7. Arbitration. If a dispute arises between the parties concerning the consistency of any proposed use or activity with the purpose of this Easement, and Grantor agrees not to proceed with the use or activity pending resolution of the dispute, either party may with consent of other party refer the dispute to non-binding arbitration by request made in writing upon the other. Within 30 days of the receipt of such a request, the parties shall select a single arbitrator to hear the matter. If the parties are unable to agree on the selection of a single arbitrator, then each party shall name one arbitrator and the two arbitrators thus selected shall select a third arbitrator; provided, however, if either party fails to select an arbitrator, or if the two arbitrators selected by the parties fail to select the third arbitrator within 14 days after the appointment of the second arbitrator, then in each such instance a proper court, on petition of a party, shall appoint the second or third arbitrator or both, as the case may be.

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 Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property 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 Property 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 Property, 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. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, trespass and damages caused by unauthorized persons upon the Property, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

12. 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 Property. 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.

13. Hold Harmless. Grantor shall hold harmless, indemnify, and defend Grantee and its officers, officials, employees, agents, and contractors and the heirs, personal representatives, 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 Property, regardless of cause; and (2) the obligations specified in Paragraph 8.

14. Not used.

15. 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.

16. 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, in accordance with Government Code 51093.

17. 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.

18. Executory Limitation. If Grantee shall cease to exist, 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 Martinez.

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

- (h) 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.
- (i) 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).

Attachments:

- 1) Exhibit "A": Legal description of the property (the open space easement area).
- 2) Exhibit "B": Plat map of the property (the open space easement area).

IN WITNESS WHEREOF, the parties have set their hands as of this _____ day of _____, 2010.

GRANTOR:

Wells Fargo Bank,

STATE OF CALIFORNIA)) ss.
COUNTY OF CONTRA COSTA

On _____ before me, _____ personally appeared _____,
personally known to me (or 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.

WITNESS my hand and official seal.

_____ (Seal)
Notary Public

GRANTEE:

City of Martinez, a California public agency
STATE OF CALIFORNIA)) ss.
COUNTY OF CONTRA COSTA

On _____, before me, Mercy G. Cabral, Deputy City Clerk, personally appeared ROBERT SCHRODER, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PURJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

_____(Seal)
Mercy G. Cabral, Deputy City Clerk

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Deed of Open-Space Easement dated _____, 2010, from _____, an individual, to the City of Martinez, a municipal corporation, is hereby accepted by order of the City Council on _____, 2010, and the Grantor consents to recordation thereof by Grantee’s duly authorized officer.

Dated:_____

Robert Schroder,
Mayor

Attest:

_____, City Clerk

EXHIBIT 'A'
LEGAL DESCRIPTION

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

BEING A PORTION OF PARCEL A AS SAID PARCEL IS SHOWN ON THAT CERTAIN PARCEL MAP MS 551-09 RECORDED ON _____, IN BOOK _____ OF PARCEL MAPS AT PAGE _____ IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHEASTERLY CORNER OF SAID PARCEL 'A' AND ALONG THE EXTERIOR BOUNDARY OF SAID PARCEL 'A' THE FOLLOWING COURSES:

SOUTH 01°11'24" WEST, 230.00 FEET;
THENCE NORTH 88°48'36" WEST, 50.00 FEET;
THENCE SOUTH 31°13'25" EAST, 73.30 FEET;
THENCE SOUTH 01°11'24" WEST, 207.77 FEET;

THENCE LEAVING SAID EXTERIOR BOUNDARY OF PARCEL 'A' SOUTH 58°12'16" WEST, 146.04 FEET TO A POINT ON SAID EXTERIOR BOUNDARY OF PARCEL 'A';

THENCE CONTINUING ALONG THE EXTERIOR BOUNDARY OF SAID PARCEL 'A' THE FOLLOWING COURSES:

NORTH 31°47'44" WEST, 174.30 FEET;
THENCE NORTH 67°58'22" WEST, 84.90 FEET;
THENCE NORTH 00°08'56" EAST, 162.57 FEET;
THENCE NORTH 15°34'39" WEST, 119.50 FEET;
THENCE NORTH 57°23'32" EAST, 47.80 FEET;
THENCE NORTH 16°36'43" EAST, 102.90 FEET;
THENCE SOUTH 88°48'36" EAST, 277.79 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 149,932 SQUARE FEET OR 3.44 ACRES OF LAND, MORE OR LESS.

SEE EXHIBIT 'B' ATTACHED HERETO AND MADE A PART HEREOF

END OF DESCRIPTION



CHRIST LUTHERAN
CHURCH
PARCEL C
(137 PM 10)

CHRIST LUTHERAN
CHURCH
PARCEL B
(137 PM 10)

LASALLE MANOR
7363 OR 870

S88°48'36"E 277.79'

S01°11'24"W 230.00'
N88°48'36"W 50.00'

POB

S01°11'24"W 207.77'

PR.S.D.E

S31°13'25"E 73.30'

PR.S.D.E

S58°12'16"W 146.04'

OPEN SPACE
EASEMENT

149,932 SF

PARCEL A

MS 551-09

(PM)

10' PR.S.D.E
& PR.U.E

N31°47'44"W 174.30'

N67°58'22"W 84.90'

SCALE 1"=100'

N16°36'43"E 102.90'

N57°23'32"E 47.80'

N00°08'56"E 162.57'

N15°34'39"W 119.50'

16' PIPELINE EASEMENT
3425 OR 247

PARCEL B

MS 551-09

(PM)

CCC HOUSING
AUTHORITY
627 OR 482

SHELL AVENUE (PUBLIC)

LEGEND

- POB POINT OF BEGINNING
- PRUE PRIVATE UTILITY EASEMENT
- PRSDE PRIVATE STORM DRAIN EASEMENT
- ESMT EASEMENT



DENOTES OPEN SPACE EASEMENT AREA



ISAKSON & ASSOCIATES INC.

2255 YGNACIO VALLEY ROAD, SUITE C WALNUT CREEK, CA. 94598-3349
PHONE (925) 937-9333 FAX (925) 937-7926

EXHIBIT 'B'

CHECKED BY: DOI

DRAWN BY: BJL

JOB NO. 201024

SCALE: 1"=100'

DATE: 11-10-10

SHEET 1 OF 1