

**Recording Requested By
and When Recorded Mail to:**

**City Clerk
City of Albany
1000 San Pablo Avenue
Albany, CA 94706**

EASEMENT AND QUITCLAIM AGREEMENT

No recording fee pursuant to Government Code §6103

THIS AGREEMENT, made this ____ day of _____, 20____, by and between The **BAYSIDE COMMONS HOMEOWNERS CONDOMINIUM OWNERS ASSOCIATION**, a California Nonprofit Mutual Benefit Corporation, hereinafter referred to as “Grantor”, and, the **CITY OF ALBANY** hereinafter referred to as “Grantee”.

WITNESSETH

A. RECITALS

WHEREAS, Grantor is the owner of the real property commonly referred to as 535 Pierce Street in the City of Albany, Alameda County, California, more particularly described as Lots 1 and 2 on the Map of Tract 5873, recorded February 28, 1995 in Book 217 of Maps at page 44, Alameda County Records (hereafter referred to as “Lots 1 and 2”); and

WHEREAS, Grantor is also the owner of the parcel of land located in the City Richmond, Contra Costa County, California, commonly referred to as Assessor’s Parcel Number 510-060-003 and more particularly described in the document recorded October 24, 2002 as Series 2002-0389853, Contra Costa County Records (hereafter referred to as the “Creek Parcel”); and

WHEREAS, for the purpose of this Agreement, the total area formed by the combination of Lots 1 and 2 and the Creek Parcel shall hereafter be referred to as the “Lands of Grantor”; and

WHEREAS, Grantee is the owner of an Easement for a Public Sanitary Sewer over a portion of the Lands of Grantor, which easement was recorded October 18, 1962 as Reel 702, Image 931, Alameda County Records; and

WHEREAS, Grantee is also the owner of a Public Trail Easement over a portion of the Lands of Grantor described in the Offer of Dedication recorded June 30, 1997 as Document 97-161376 in Official Records, Alameda County; and

WHEREAS, the physical location of the existing trail and the physical location of the existing sanitary sewer over Lands of Grantor do not coincide with the respective locations described in the recorded easements; and

WHEREAS, the location of a proposed Public Sanitary Sewer Easement that matches the constructed location of the Public sewer line on Lands of Grantor is described on Exhibit "A", attached; and

WHEREAS, the location of a proposed Public Trail Easement that matches the constructed location of the Public Trail on Lands of Grantor is described on Exhibit "B", attached; and

WHEREAS, Grantor and Grantee mutually desire to correct the recorded locations of the existing Public Sanitary Sewer Easement and Public Trail Easements to match the physical locations of the constructed facilities, respectively.

WHEREAS, Grantor and Grantee mutually desire that the previous easements for a Public Sanitary Sewer and Public Trail be abandoned in favor of the new easements that are located over the constructed locations of the Public Sanitary Sewer and Public trail, respectively.

B. AGREEMENT

NOW, THEREFORE, GRANTOR AND GRANTEE DO HEREBY AGREE:

1. Grantor hereby grants to Grantee an exclusive subsurface and nonexclusive surface easement over and across the land described on Exhibit "A", for the construction, installation, operation, and maintenance of a Public Sanitary Sewer consisting of a

reinforced concrete pipes, manholes and any and all necessary underground and above ground structures, and appurtenances.

2. Grantor hereby grants to Grantee a nonexclusive easement for a Public Trail over and across the land described in Exhibit "B".
3. Grantee hereafter and forever quitclaims any and all interests that it may have acquired for a Public Sanitary Sewer Easement as affects the Lands of Grantor in the Document recorded October 18, 1962 in Reel 702 Image 931, Alameda County Records.
4. Grantee hereafter and forever quitclaims any and all interests that it may have acquired for a Public Trail as affects the Lands of Grantor in the Offer of Dedication recorded June 30, 1997 as Document 97-161376 in Official Records, Alameda County.
5. Grantee shall maintain any improvements constructed or installed thereon by Grantee or the easements granted herein associated with Grantee's use of the easements, respectively. The operation and maintenance of such improvements shall be at Grantee's sole cost and expense.
6. Grantor expressly reserves for itself, its successors and its assigns, the right to use the respective easement areas as long as such use does not unreasonably interfere with the rights herein granted.
7. Grantee shall comply with all applicable laws, ordinances and regulations, including but not limited to all applicable regulatory, environmental and safety requirements at Grantee's sole cost and expense.
8. Grantee shall not use, deposit or permit the use or deposit of any hazardous material or toxic waste or other harmful substances on the Public Trail Easement or on any other real property of Grantor adjacent to the Easements.
9. Grantee shall not materially interfere with the use by and operation and activities of Grantor on its property, and Grantee shall use such routes and follow such procedures on Grantor's property as result in the least damage and inconvenience to Grantor.

10. Grantee shall be responsible for any damage to Grantor's property or that of third parties resulting from any exercise of the rights herein granted, including but not limited to soil erosion, subsidence or damage resulting there from. Grantee shall promptly repair and restore to its original condition any of Grantor's property, including, but not limited to, roads, utilities, buildings and fences that may be altered, damaged or destroyed in connection with the exercise of the Public Sanitary Sewer Easement or Public Trail Easement or use of same Easement Areas.
11. Grantee shall provide reasonable notification to Grantor when accessing the Public Sanitary Sewer Easement area for any required construction, installation, operation, and maintenance of the underground and above ground structures, and appurtenances.
12. Grantee shall provide reasonable notification to Grantor when accessing the Public Trail Easement area for any required construction, installation, operation, and maintenance of the trail's surface and subsurface.
13. Grantee shall complete any construction or maintenance activities related to the Public Sanitary Sewer or Public Trail facilities in a timely manner, and keep the Grantor apprised of the construction or maintenance schedules.
14. Grantee hereby covenants and agrees to indemnify and defend Grantor, its officers, employees, agents, invitees and guests and save them harmless from any and all liability, loss, costs, or obligations on account of, or arising out of, any such injury or losses proven to be caused by the negligence of Grantee in the exercise of the Easements rights or use of the Easements.
15. Neither Party is aware of any claim for damages presently existing or any reason to believe that there is a basis for a claim for damages as a result of any actions of the Grantee. Grantor agrees that neither Grantee nor any officer or employee of Grantee is responsible for any damage or liability occurring or in any way related to Grantee's prior interests in easements quitclaimed under this Agreement.

16. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing, signed by the party to be charged.
17. This instrument shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day, month and year first above written.

GRANTOR: BAYSIDE COMMONS HOMEOWNERS CONDOMINIUM OWNERS ASSOCIATION

By _____

Its _____

GRANTEE: THE CITY OF ALBANY

By _____

Its _____

Attachments: Exhibit "A", Legal Descriptions and Plat Maps of Public Sanitary Sewer Easement
 Exhibit "B", Legal Descriptions and Plats Maps of Public Trail Easement

EXHIBIT A

AREA-1

SEWER EASEMENT APN: 066-2761-129

REAL PROPERTY IN THE CITY OF ALBANY, ALAMEDA COUNTY, CALIFORNIA, BEING A PORTION OF LOT 1 AS SHOWN ON THE MAP OF TRACT 5873, RECORDED FEBRUARY 28, 1995, IN BOOK 217 OF MAPS, PAGE 44, ALAMEDA COUNTY RECORDS, AND BEING STRIPS OF LAND, TWENTY FEET IN WIDTH, THE CENTERLINES OF WHICH ARE DESCRIBED AS FOLLOWS:

PARCEL ONE:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 1 (217 M 44), DISTANT THEREON SOUTH 29° 00' 18" WEST, 32.01 FEET FROM THE MOST EASTERLY CORNER THEREOF; THENCE SOUTH 81° 31' 20" WEST, 93.06 FEET; THENCE SOUTH 84° 53' 32" WEST, 261.34 FEET; THENCE NORTH 45° 53' 42" WEST, 23.23 FEET; THENCE SOUTH 88° 22' 37" WEST, 17.75 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 1, DISTANT THEREON SOUTH 83° 00' 39" WEST, 405.30 FEET FROM THE MOST EASTERLY CORNER THEREOF.

THE SIDELINES OF SAID STRIP SHALL BE LENGTHENED OR SHORTENED TO TERMINATE ON THE NORTH AND EAST LINES OF SAID LOT 1.

PARCEL TWO:

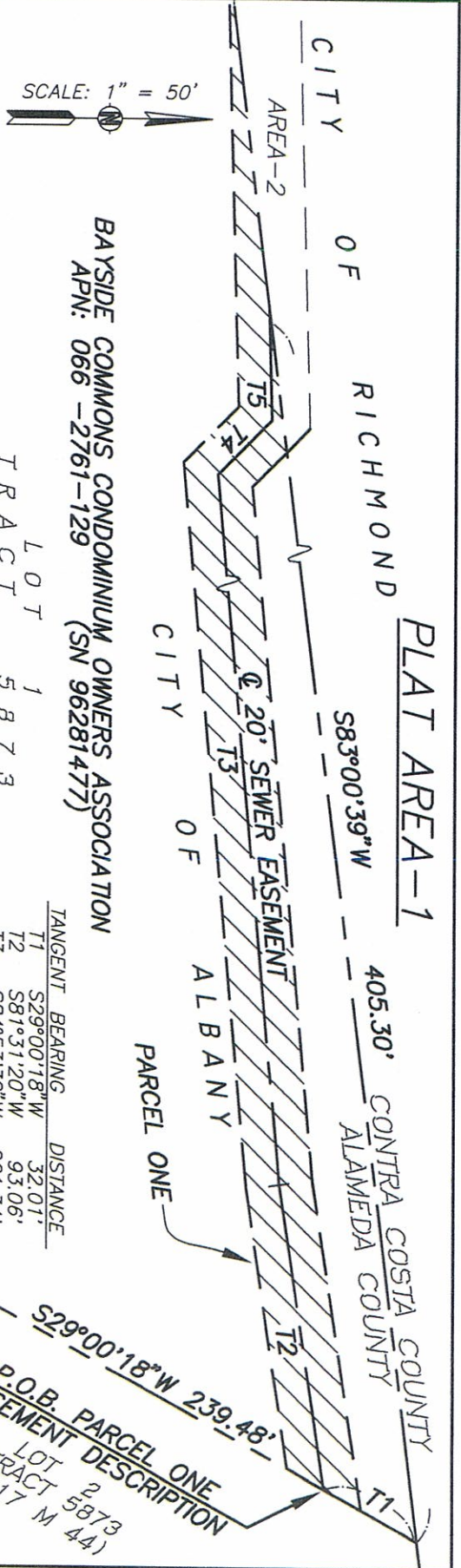
BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID LOT 1 (217 M 44), DISTANT THEREON SOUTH 16° 42' 49" EAST, 7.89 FEET FROM THE MOST WESTERLY CORNER THEREOF; THENCE NORTH 30° 36' 59" EAST 9.82 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 1, DISTANT THEREON NORTH 83° 00' 39" EAST, 7.32 FEET FROM SAID MOST WESTERLY CORNER OF LOT 1.

THE SIDELINES OF SAID STRIP SHALL BE LENGTHENED OR SHORTENED TO TERMINATE ON THE NORTH AND WEST LINES OF SAID LOT 1.

"PLAT AREA-1" ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.




PATRICK M. REI, DATE
L.S. NO 8178

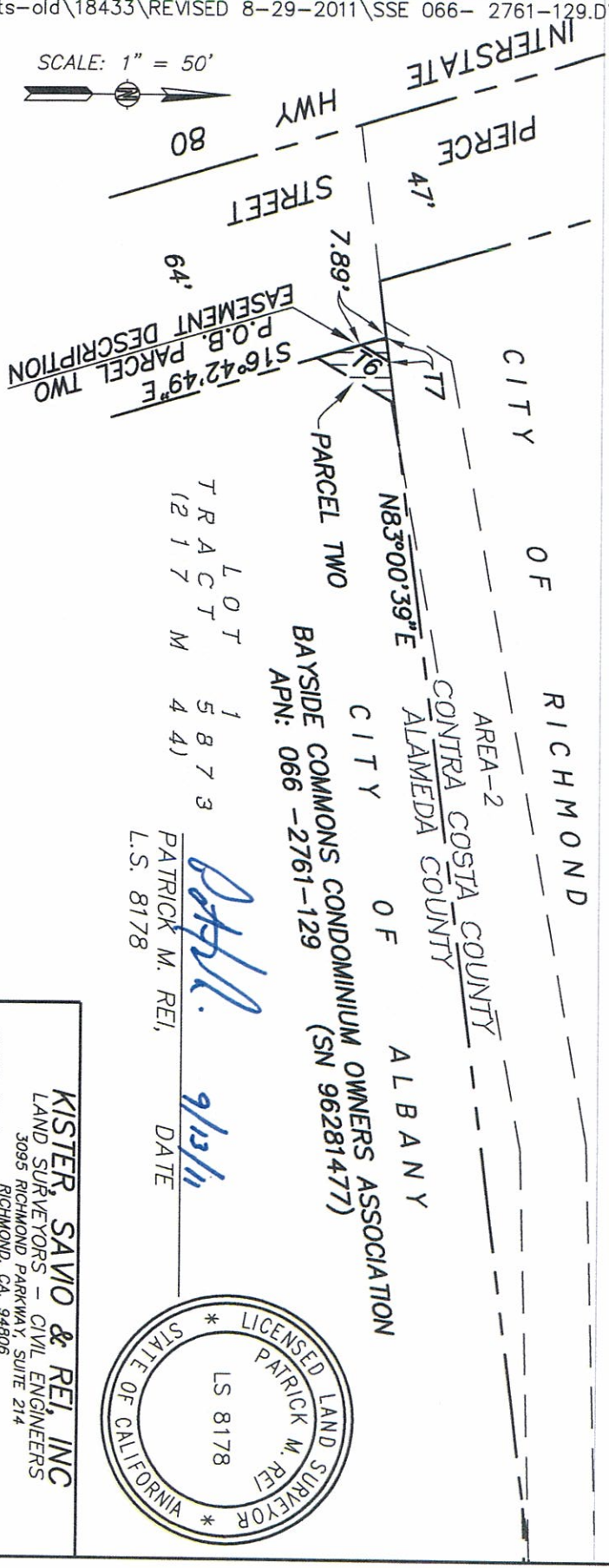


BAYSIDE COMMONS CONDOMINIUM OWNERS ASSOCIATION
 APN: 066-2761-129 (SN 96281477)

LOT 1 5873
 TRACT M 44
 (217 M 44)

TANGENT BEARING	DISTANCE
T1 S29°00'18"W	32.01'
T2 S81°31'20"W	93.06'
T3 S84°53'32"W	261.34'
T4 N45°53'42"W	23.23'
T5 S88°22'37"W	17.75'
T6 N30°36'59"E	9.82'
T7 N83°00'39"E	7.32'

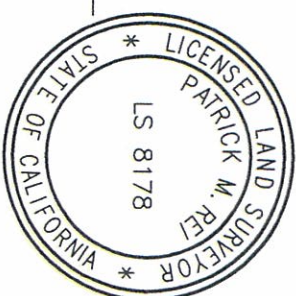
P.O.B. PARCEL ONE
 EASEMENT DESCRIPTION
 LOT 2 5873
 TRACT M 44
 (217 M 44)



BAYSIDE COMMONS CONDOMINIUM OWNERS ASSOCIATION
 APN: 066-2761-129 (SN 96281477)

LOT 1 5873
 TRACT M 44
 (217 M 44)

PATRICK M. REI,
 L.S. 8178



PLAT TO ACCOMPANY LEGAL DESCRIPTION AREA-1
 SEWER EASEMENT APN: 066-2761-129

KISTER SAVIO & REI, INC
 LAND SURVEYORS - CIVIL ENGINEERS
 3095 RICHMOND PARKWAY, SUITE 214
 RICHMOND, CA. 94806 FAX (510) 222-3718
 PHONE: (510) 222-4020

FOR: CITY OF ALBANY

DATE: 9/13/2011

JOB No. 18433

DWG No. A-6256-2

AREA-2
SEWER EASEMENT APN: 510-060-003

REAL PROPERTY IN THE CITY OF RICHMOND, CONTRA COSTA COUNTY, CALIFORNIA, BEING A PORTION OF THE PARCEL DESCRIBED IN THE DEED TO BAYSIDE COMMONS CONDOMINIUM OWNERS ASSOCIATION, A CALIFORNIA NON-PROFIT MUTUAL BENEFIT CORPORATION, RECORDED OCTOBER 24, 2002, SERIES NO. 2002-0389853-00, CONTRA COSTA COUNTY RECORDS, AND BEING A STRIP OF LAND TWENTY FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF LOT 1 AS SHOWN ON THE MAP OF TRACT 5873, RECORDED IN BOOK 217 OF MAPS, PAGE 44, ALAMEDA COUNTY RECORDS, DISTANT THEREON SOUTH 83° 00' 39" WEST, 405.30 FEET FROM THE MOST EASTERLY CORNER THEREOF; THENCE SOUTH 88° 22' 37" WEST, 214.06 FEET; THENCE SOUTH 79° 58' 39" WEST, 207.59 FEET; THENCE SOUTH 30° 36' 59" WEST, 11.40 FEET TO A POINT ON SAID NORTHERLY LINE OF LOT 1 (217 M 44), DISTANT THEREON NORTH 83° 00' 39" EAST, 7.32 FEET FROM THE MOST WESTERLY CORNER THEREOF.

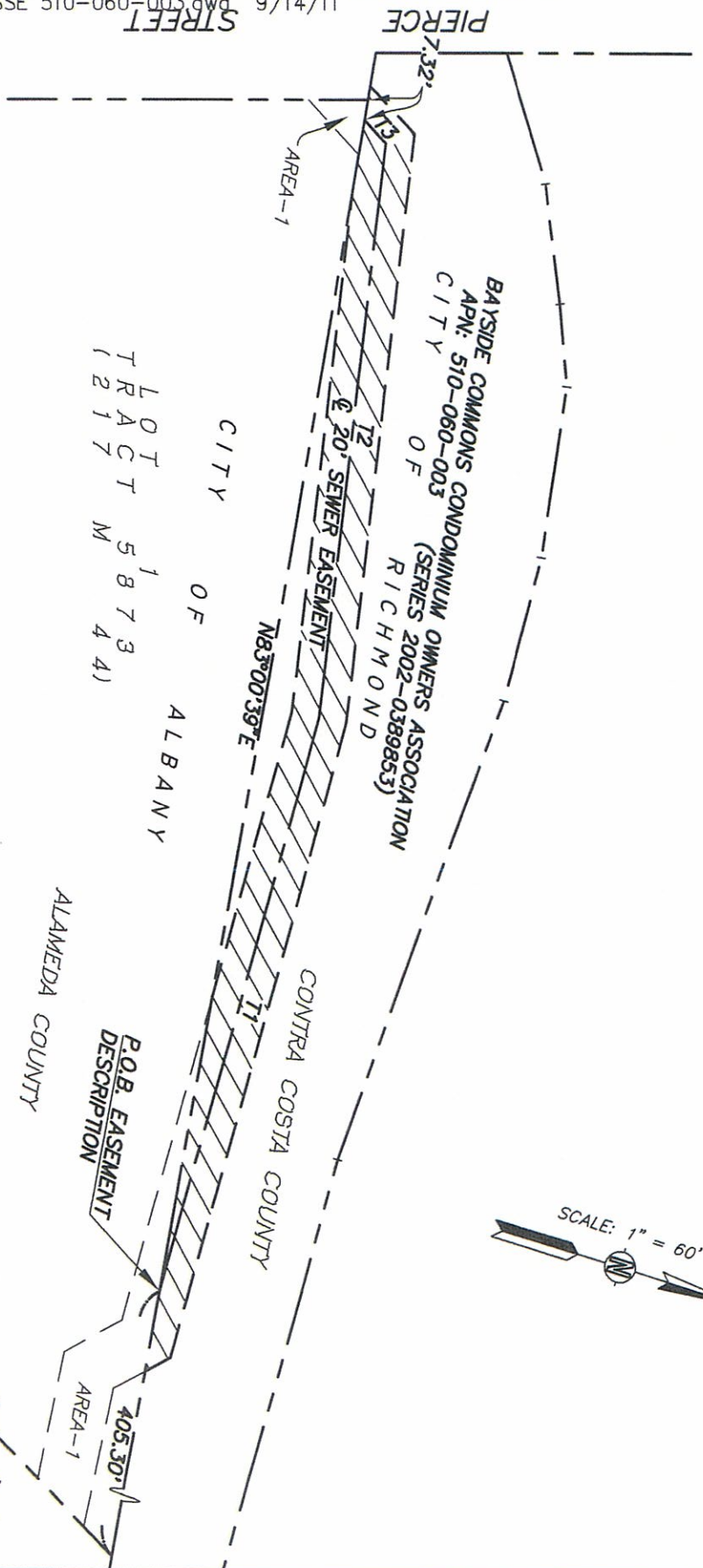
THE SIDELINES SHALL BE LENGTHENED OR SHORTENED TO TERMINATE ON THE SOUTH LINE OF SAID BAYSIDE COMMONS PARCEL (2002-0389853-00).

"PLAT AREA-2" ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.

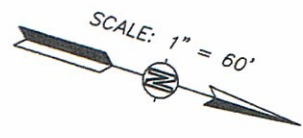
 9/13/11
PATRICK M. REI, DATE
L.S. NO 8178



PLAT AREA-2



TANGENT	BEARING	DISTANCE
T1	S88°22'37\"W	214.06'
T2	S79°58'39\"W	207.59'
T3	S30°36'59\"W	11.40'



Patrick M. Rei
 DATE: 9/13/11

PATRICK M. REI, L.S. 8178

S29°00'18\"W
 LOT 2
 TRACT 5873
 (217 M 44)

PLAT TO ACCOMPANY LEGAL DESCRIPTION AREA-2
SANITARY SEWER EASEMENT APN: 510-060-003

KISTER, SAVIO & REI, INC
 LAND SURVEYORS - CIVIL ENGINEERS
 3095 RICHMOND PARKWAY, SUITE 214
 RICHMOND, CA. 94806
 PHONE: (510) 222-4020 FAX (510) 222-3718
 FOR: CITY OF ALBANY

DATE: 9/13/2011 JOB No. 18433
 SCALE: 1" = 60' DWG No. A-6256-6

AREA-3
SEWER EASEMENT APN: 066-2761-128

REAL PROPERTY IN THE CITY OF ALBANY, ALAMEDA COUNTY, CALIFORNIA, BEING A PORTION OF LOT 2 AS SHOWN ON THE MAP OF TRACT 5873, RECORDED FEBRUARY 28, 1995, IN BOOK 217 OF MAPS, PAGE 44, ALAMEDA COUNTY RECORDS, AND BEING A STRIP OF LAND, TWENTY FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF SAID LOT 2, DISTANT THEREON SOUTH 20° 00' 00" EAST, 23.17 FEET FROM THE MOST NORTHERLY CORNER THEREOF; THENCE SOUTH 81° 31' 20" WEST, 127.94 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID LOT 2, DISTANT THEREON SOUTH 29° 00' 18" WEST, 32.01 FEET FROM THE NORTHWEST CORNER THEREOF.

THE SIDELINES OF SAID STRIP SHALL BE LENGTHENED OR SHORTENED TO TERMINATE ON THE EAST AND WEST LINES OF SAID LOT 2.

"PLAT AREA-3" ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.



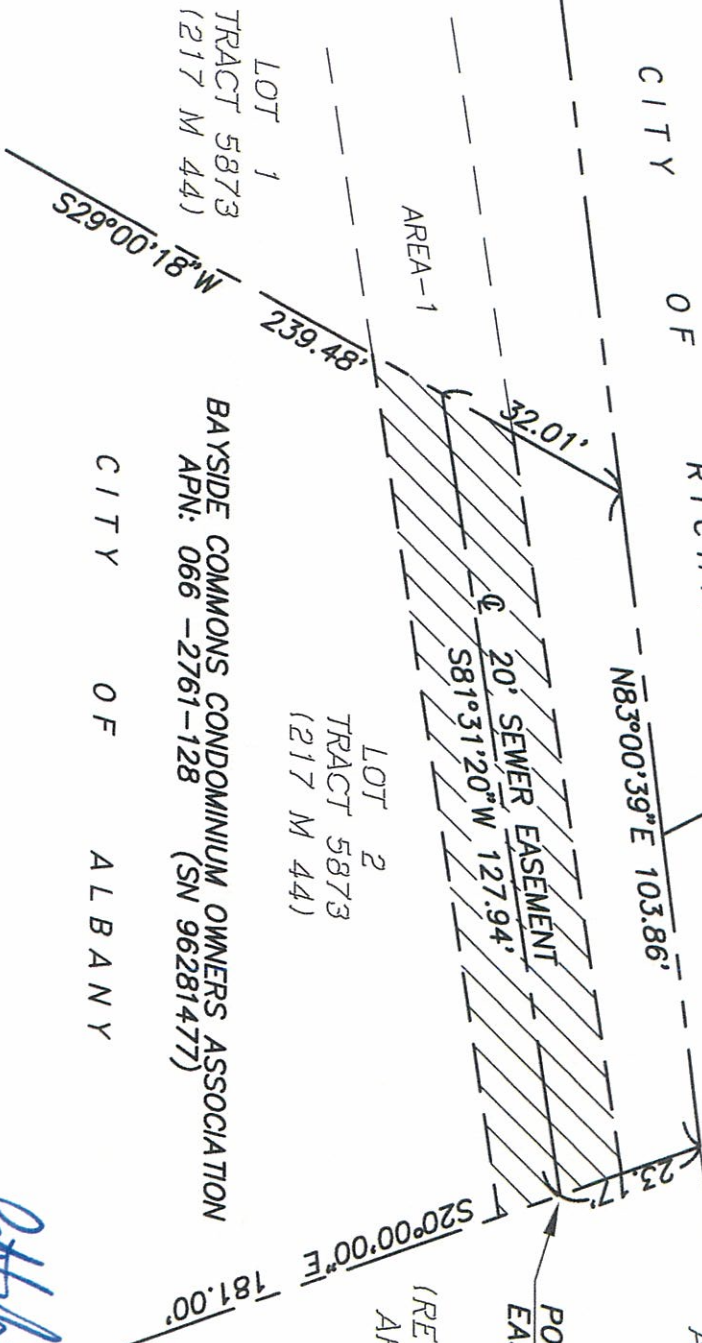
Patrick M. Rei 9/13/11
PATRICK M. REI, DATE
L.S. NO 8178

PLAT AREA-3



CITY OF RICHMOND

CITY OF EL CERRITO
CONTRA COSTA COUNTY
ALAMEDA COUNTY



LOT 1
TRACT 5873
(217 M 44)

LOT 2
TRACT 5873
(217 M 44)

BAYSIDE COMMONS CONDOMINIUM OWNERS ASSOCIATION
APN: 066 -2761-128 (SN 96281477)

CITY OF ALBANY

POINT OF BEGINNING OF
EASEMENT DESCRIPTION
CITY OF ALBANY
(RE 3498 IM 480, PARCEL
APN: 066 -2761-008)



Patrick M. Rei
PATRICK M. REI,
L.S. 8178

DATE
9/13/11

PLAT TO ACCOMPANY LEGAL DESCRIPTION AREA-3
SEWER EASEMENT APN: 066 -2761-128

<p>KISTER, SAVO & REI, INC LAND SURVEYORS - CIVIL ENGINEERS 3095 RICHMOND PARKWAY, SUITE 214 RICHMOND, CA. 94806 FAX (510) 222-3718 PHONE: (510) 222-4020</p>	
<p>FOR: CITY OF ALBANY</p>	
<p>DATE: 9/13/2011</p>	<p>JOB No. 18433</p>
<p>SCALE: 1" = 30'</p>	<p>DWG No. A-6256</p>

EXHIBIT B

AREA-1

TRAIL EASEMENT APN: 510-060-003

REAL PROPERTY IN THE CITY OF RICHMOND, CONTRA COSTA COUNTY, CALIFORNIA, BEING A PORTION OF THE PARCEL DESCRIBED IN THE DEED TO BAYSIDE COMMONS CONDOMINIUM OWNERS ASSOCIATION, A CALIFORNIA NON-PROFIT MUTUAL BENEFIT CORPORATION, RECORDED OCTOBER 24, 2002, SERIES NO. 2002-0389853-00, CONTRA COSTA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 10' WIDE, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAID BAYSIDE COMMONS PARCEL, SAID LINE BEING THE COMMON BOUNDARY OF CONTRA COSTA AND ALAMEDA COUNTIES, DISTANT THEREON SOUTH 83° 00' 39" WEST, 402.22 FEET FROM THE MOST EASTERLY CORNER OF LOT 1, TRACT 5873, RECORDED FEBRUARY 28, 1995, IN BOOK 217 OF MAPS, PAGE 44, ALAMEDA COUNTY RECORDS; THENCE ALONG SAID CENTERLINE THE FOLLOWING SEVEN (7) COURSES:

1. SOUTH 88° 40' 19" WEST, 182.20 FEET,
2. SOUTH 85° 05' 04" WEST, 35.35 FEET,
3. SOUTH 83° 28' 47" WEST, 37.68 FEET,
4. SOUTH 80° 05' 13" WEST, 91.84 FEET,
5. NORTH 82° 38' 35" WEST, 27.10 FEET,
6. SOUTH 80° 08' 50" WEST, 57.60 FEET AND
7. SOUTH 58° 22' 30" WEST, 28.99 FEET TO A POINT ON THE WEST LINE OF SAID BAYSIDE COMMONS PARCEL (SERIES NO. 2002-0389853), DISTANT THEREON NORTH 16° 42' 49" WEST, 16.00 FEET FROM THE SOUTHWEST CORNER THEREOF.

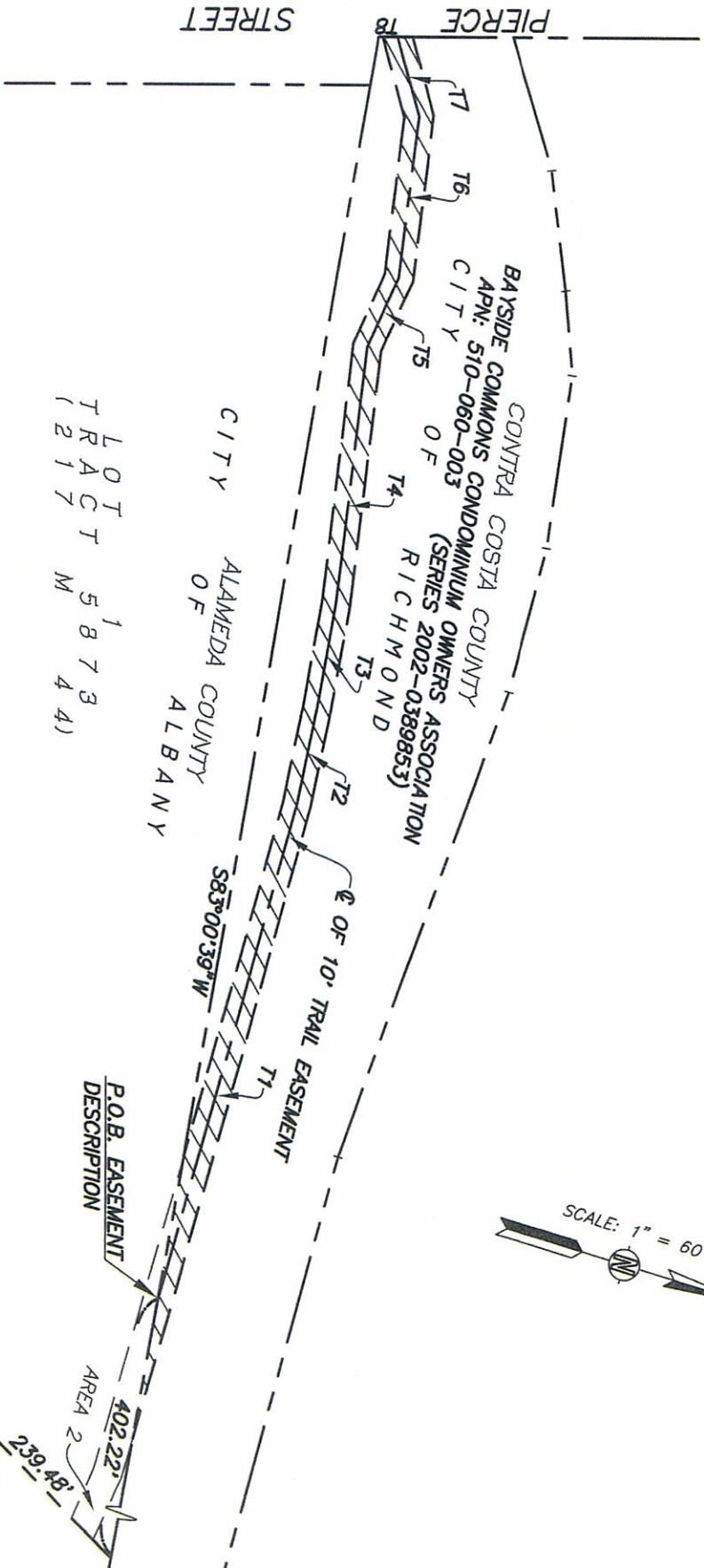
THE SIDELINES OF SAID EASEMENT ARE TO BEGIN AND END ON THE SOUTHERLY AND WESTERLY LINES OF SAID BAYSIDE COMMONS PARCEL (2002-0389853-00).

"PLAT AREA-1" ATTACHED AND BY THIS REFERENCE IS MADE A PART HEREOF.



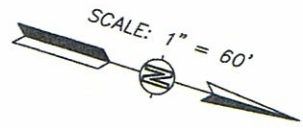
Patrick M. Rei
PATRICK M. REI, DATE
L.S. NO 8178 9/13/11

PLAT AREA-1



L O T T R A C T M 5 8 7 3 (2 1 7 4 4)

TANGENT	BEARING	DISTANCE
T1	S88°40'19"W	182.20'
T2	S85°05'04"W	35.35'
T3	S83°28'47"W	37.68'
T4	S80°05'13"W	91.84'
T5	N82°38'35"W	27.10'
T6	S80°08'50"W	57.60'
T7	S58°22'30"W	28.99'
T8	N16°42'49"W	16.00'



Patrick M. Rei
 PATRICK M. REI, L.S. 8178
 DATE 9/13/11

S29°00'18"W
 L O T T R A C T M 5 8 7 3 (2 1 7 M 4 4)
 402.22'
 239.48'

PLAT TO ACCOMPANY LEGAL DESCRIPTION AREA-1
TRAIL EASEMENT APN: 510-060-003

KISTER, SAVIO & REI, INC
 LAND SURVEYORS - CIVIL ENGINEERS
 3095 RICHMOND PARKWAY, SUITE 214
 RICHMOND, CA. 94806 FAX (510) 222-3718
 PHONE: (510) 222-4020

FOR: CITY OF ALBANY

DATE: 9/13/2011 JOB No. 18433
 SCALE: 1" = 60' DWG No. A-6256-3

AREA-2
TRAIL EASEMENT APN: 066-2761-129

REAL PROPERTY IN THE CITY OF ALBANY, ALAMEDA COUNTY, CALIFORNIA,
BEING A PORTION OF LOT 1 AS SHOWN ON THE MAP OF TRACT 5873,
RECORDED FEBRUARY 28, 1995, IN BOOK 217 OF MAPS, PAGE 44, ALAMEDA
COUNTY RECORDS, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 10.00 FEET WIDE, THE CENTERLINE OF WHICH IS DESCRIBED
AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 1, DISTANT
THEREON SOUTH 29° 00' 18" WEST, 28.06 FEET FROM THE MOST EASTERLY
CORNER THEREOF; THENCE ALONG SAID CENTERLINE, THE FOLLOWING SIX
(6) COURSES:

1. SOUTH 84° 26' 49" WEST, 41.23 FEET,
2. SOUTH 83° 22' 59" WEST, 75.46 FEET,
3. SOUTH 83° 26' 45" WEST, 104.59 FEET,
4. SOUTH 87° 07' 10" WEST, 61.42 FEET,
5. NORTH 83° 06' 14" WEST, 40.06 FEET AND
6. SOUTH 88° 40' 19" WEST, 64.62 FEET TO A POINT ON THE NORTHERLY
LINE OF SAID LOT 1, DISTANT THEREON SOUTH 83° 00' 39" WEST, 402.22
FEET FROM THE MOST EASTERLY CORNER THEREOF.

THE SIDELINES OF SAID STRIP SHALL BE LENGTHENED OR SHORTENED TO
TERMINATE ON THE NORTHERLY AND NORTHEASTERLY LINES OF SAID LOT 1.

"PLAT AREA-2" ATTACHED AND BY THIS REFERENCE IS MADE A PART HEREOF.



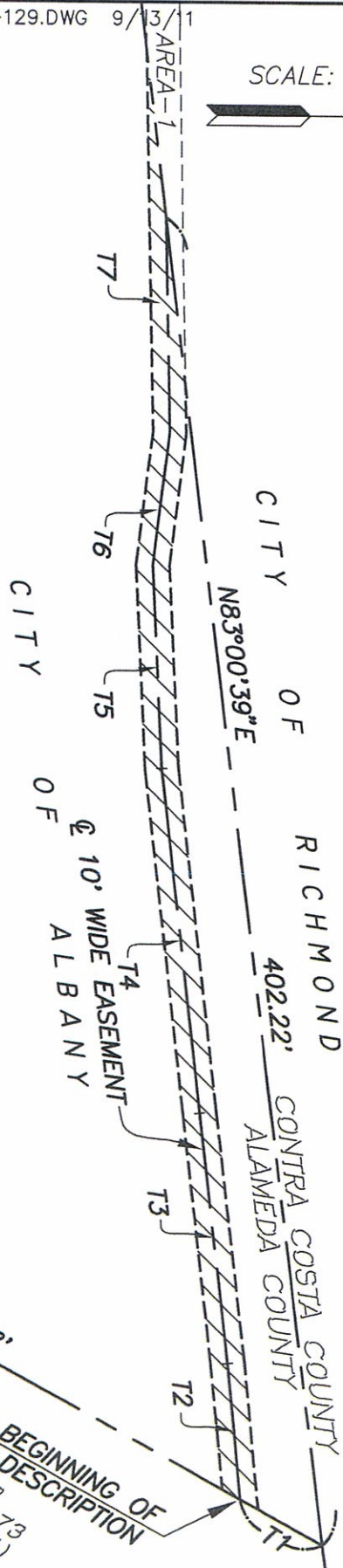
PATRICK M. REI, 9/13/11
L.S. NO 8178 DATE



SCALE: 1" = 50'



PLAT AREA-2

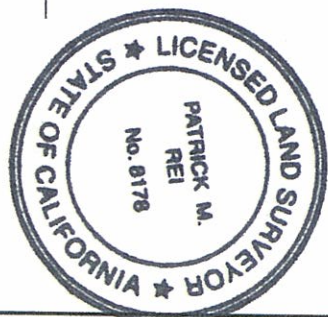


BAYSIDE COMMONS CONDOMINIUM OWNERS ASSOCIATION
 APN: 066 -2761-129 (SN 96281477)

TRACT 1 5 8 7 3
 (2 1 7 M 4 4)

TANGENT	BEARING	DISTANCE
T1	S29°00'18"W	28.06'
T2	S84°26'49"W	41.23'
T3	S83°22'59"W	75.46'
T4	S83°26'45"W	104.59'
T5	S87°07'10"W	61.42'
T6	N83°06'14"W	40.06'
T7	S88°40'19"W	64.62'

Patrick M. Rei
 PATRICK M. REI, DATE 9/13/11
 L.S. 8178



POINT OF BEGINNING OF
 EASEMENT DESCRIPTION
 LOT 2
 TRACT 5873
 (217 M 44)

PLAT TO ACCOMPANY LEGAL DESCRIPTION AREA-2
TRAIL EASEMENT APN 066-2761-129

KISTER, SAVIO & REI, INC
 LAND SURVEYORS - CIVIL ENGINEERS
 3095 RICHMOND PARKWAY, SUITE 214
 RICHMOND, CA. 94806 FAX (510) 222-3718
 PHONE: (510) 222-4020

FOR: CITY OF ALBANY

DATE: 9/13/2011 JOB No. 18433
 SCALE: 1" = 50' DWG No. A-6256-5

AREA-3
TRAIL EASEMENT APN: 066-2761-128

REAL PROPERTY IN THE CITY OF ALBANY, ALAMEDA COUNTY, CALIFORNIA, BEING A PORTION OF LOT 2 AS SHOWN ON THE MAP OF TRACT 5873, RECORDED FEBRUARY 28, 1995, IN BOOK 217 OF MAPS, PAGE 44, ALAMEDA COUNTY RECORDS, AND BEING A STRIP OF LAND, 10 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF SAID LOT 2, DISTANT THEREON SOUTH 20° 00' 00" EAST, 22.72 FEET FROM THE MOST NORTHERLY CORNER THEREOF; THENCE SOUTH 81° 22' 42" WEST, 69.33 FEET; THENCE SOUTH 84° 26' 49" WEST, 56.19 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID LOT 2, DISTANT THEREON SOUTH 29° 00' 18" WEST, 28.06 FEET FROM THE NORTHWEST CORNER THEREOF.

THE SIDELINES OF SAID STRIP SHALL BE LENGTHENED OR SHORTENED TO TERMINATE ON THE EAST AND NORTHWEST LINES OF SAID LOT 2.

"PLAT AREA-3" ATTACHED AND BY THIS REFERENCE IS MADE A PART HEREOF.



Patrick M. Rei *9/13/11*

PATRICK M. REI, DATE
L.S. NO 8178

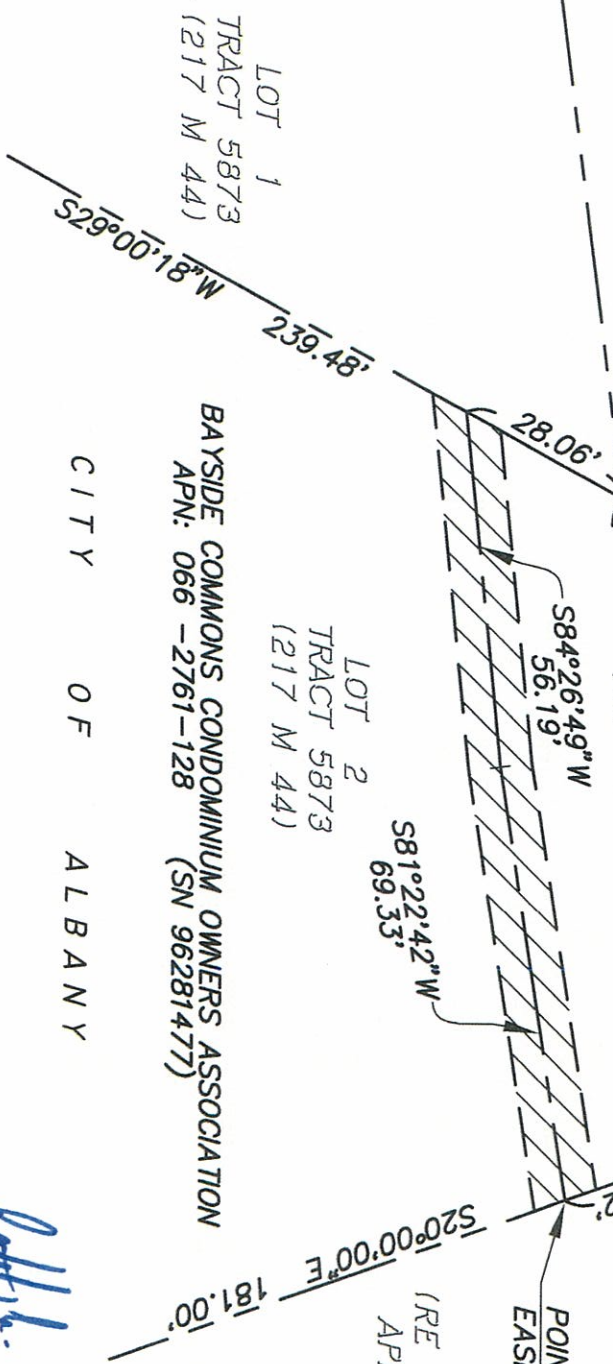
PLAT AREA-3



CITY OF RICHMOND

CITY OF EL CERRITO

CONTRA COSTA COUNTY
ALAMEDA COUNTY



BAYSIDE COMMONS CONDOMINIUM OWNERS ASSOCIATION
APN: 066 -2761-128 (SN 96281477)

CITY OF ALBANY

POINT OF BEGINNING OF
EASEMENT DESCRIPTION

CITY OF ALBANY
IRE 3498 IM 480, PARCEL
APN: 066 -2761-008

----- = 10' TRAIL EASEMENT

PLAT TO ACCOMPANY LEGAL DESCRIPTION AREA-3
TRAIL EASEMENT APN: 066-2761-128

PATRICK M. REI,
L.S. 8178

Patrick M. Rei
DATE 9/13/11



<p>KISTER, SAVIO & REI, INC LAND SURVEYORS - CIVIL ENGINEERS 3095 RICHMOND PARKWAY, SUITE 214 RICHMOND, CA. 94806 PHONE: (510) 222-4020 FAX (510) 222-3718</p>	
<p>FOR: CITY OF ALBANY</p>	<p>DATE: 9/13/2011</p>
<p>SCALE: 1" = 30'</p>	<p>JOB No. 18433 DWG No. A-6256-4</p>