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CONTRA COSTA Co Recorder Office  
JOSEPH CANCIAMILLA, Clerk-Recorder  
DOC 2016-0279842-00  
Acct 2116-E North American Title  
Tuesday, DEC 27, 2016 09:58:49  
MOD \$14.00|REC \$24.00|FTC \$13.00  
DAF \$2.70|REF \$0.30|RED \$1.00  
ERD \$1.00|  
Ttl Pd \$56.00 Nbr-0002809903  
MNH/RC/1-14

RECORDING REQUESTED BY AND  
WHEN RECORDED, MAIL TO:

PETER W. WOHLFEILER  
465 First Street West, Second Floor  
Sonoma, CA 95476

56604-1474 337

**DECLARATION OF  
RESTRICTIVE COVENANTS AND EASEMENTS**

THIS DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENTS  
("Declaration") is made and entered into as of May 10, 2016, by ACV GGB PROPCO, LLC, a  
California limited liability company ("Declarant").

**RECITALS**

**A.** Declarant is the owner of that certain real property ("**Real Property**") situated in the County of Contra Costa, State of California, more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference, which Real Property is made up of two (2) parcels described on **Exhibit A**, each individually referred to herein as **Parcel A** and **Parcel B** and collectively referred to as the "**Parcels**."

**B.** Declarant desires to impose certain restrictions and easements upon the Parcels for the mutual and reciprocal benefit and complement of the Parcels and the present and future Owners and occupants thereof, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, Declarant does hereby declare that the Parcels shall be held, conveyed, transferred, mortgaged, encumbered, leased, used, occupied, sold and improved, and all present and future Owners and occupants of the Parcels shall be subject to the covenants and easements (the "**Restrictions**") hereafter set forth in this Declaration, all of which are imposed as equitable servitudes for the purpose of enhancing and protecting the value and attractiveness of the Real Property and each Parcel therein. All of the Restrictions shall run with the land and shall be binding on and inure to the benefit of all parties having or acquiring any right, title or interest therein and their successors and assignees. All Parcels shall be maintained, kept, sold and used in full compliance with and subject to this Declaration and, in connection therewith, Declarant covenants and agrees as follows:

## AGREEMENTS

### 1. **Definitions.** For purposes hereof:

- (a) The term “**Building**” shall mean any permanently enclosed structure placed, constructed or located on a Parcel.
- (b) The term “**Building Area**” shall mean the limited areas on the Parcels within which Buildings may be constructed, placed or located. Building Areas are designated on **Exhibit B**.
- (c) The term “**Common Area**” shall mean those portions of each Parcel that are outside of exterior walls of buildings or other structures from time to time located on the Parcels, and which are either unimproved, or are improved as (without limitation) parking areas, landscaped areas, driveways, roadways, walkways, light standards, curbing, paving, entrances, exits and other similar exterior site improvements.
- (d) The term “**Manager**” shall mean a person or entity designated by the Owner of Parcel A (which may include the tenant of Parcel A) to manage the Common Area.
- (e) The term “**Monument Sign**” shall mean the existing monument sign located on Parcel B, and any replacement thereof. The Monument Sign may not be relocated without the consent of the Owners.
- (f) The term “**Owner**” or “**Owners**” shall mean Declarant and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the Real Property covered hereby, whether by sale, assignment, inheritance, operation of law, trustee’s sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on the Real Property.
- (g) The term “**Parcel**” or “**Parcels**” shall mean each separately identified Parcel now constituting a part of the Real Property.
- (h) The term “**Permittees**” shall mean the tenant(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors and licensees of (i) the Owner of such Parcel, and/or (ii) such tenant(s) or occupant(s).
- (i) The term “**Utility Lines**” shall mean those utilities and systems for the transmission of utility services, including the drainage and storage of surface water. “**Common Utility Lines**” shall mean those Utility Lines that are installed to provide the applicable service to the Parcels. “**Separate Utility Lines**” shall mean those Utility Lines which are installed to provide the applicable service solely to either Parcel. For the purpose of this Declaration, the portion of a Utility Line extending between a Common Utility Line and a Building shall be considered a Separate Utility Line.

## **2. Easements.**

**2.1 Grant of Reciprocal Easements.** Subject to any express conditions, limitations or reservations contained herein, Declarant hereby declares that all of the Parcels and all Owners and Permittees of the Parcels shall be benefited and burdened by the following nonexclusive, perpetual and reciprocal easements, which are hereby imposed upon the Parcels and all present and future Owners and Permittees of the Parcels:

(a) An easement for reasonable access, ingress upon, and egress on and over the Parcels so as to provide for the passage of motor vehicles and pedestrians between all portions of the Common Area of such Parcels intended for such purposes, and to and from all abutting streets or rights of way furnishing access to such Parcels.

(b) An easement for reasonable and customary use of parking spaces located on the Parcels as shown on **Exhibit B** attached hereto; provided, however, (i) nothing contained herein shall allow all or any part of either Parcel to be used in a manner that reduces the number of parking spaces required for the other then-existing use(s) on the Parcels (including any businesses temporarily closed for repairs or renovation), and (ii) certain parking spaces located on Parcel A and identified on **Exhibit B** attached hereto as "Short Term Parking" may be designated and marked by the Owner or Permittees of Parcel A as short term parking (twenty (20) minutes or less). Markings of the short term parking may be made by the Owner or Permittees of Parcel A through curb markings, signage, striping, or such other reasonable method.

(c) An easement in, to, over, under, along and across those portions of the Common Area (exclusive of any portion located within Building Areas) necessary for the installation, operation, flow, passage, use, maintenance, connection, repair, relocation, replacement and removal of Utility Lines serving the Parcels, including, but not limited to, sanitary sewers, storm drains, water (fire and domestic), gas, electrical, telephone and communication lines. Such easement area shall be no wider than necessary to reasonably satisfy the requirements of any private or public utility, or five (5) feet wide on each side of the centerline if the easement is granted to an Owner. Upon request, the grantee shall provide to the grantor a copy of an as-built survey showing the location of such Utility Line.

(d) A non-exclusive perpetual easement for the right and privilege to place sign panels on the Monument Sign. Each Owner shall have the right to use the panels on the Monument Sign; provided, however, that the Owner of Parcel A shall have the right to use the top panel on the Monument Sign (or any replacement thereof). The Owners shall pay all costs and expenses with respect to the installation, maintenance and repair of their respective panels. Further, the Owner of Parcel A and the Manager shall have a non-exclusive perpetual easement for the construction, reconstruction, replacement, operation, maintenance and repair of the Monument Sign, together with reasonable access over, under, upon, through and across the Real Property to install, replace, maintain, repair and operate Separate Utility Lines in order to provide the Monument Sign and panels with power to illuminate the same.

**2.2 Indemnification.** Each Owner having rights with respect to an easement granted hereunder shall protect, defend, indemnify and hold the Owner and Permittee(s) whose Parcel is subject to the easement harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such Owner, its contractors, employees, agents, invitees or others acting on behalf of such Owner.

**2.3 Reasonable Use of Easements.** The easements hereinabove granted shall be used and enjoyed by each Owner and its Permittees in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other Owner or its Permittees at any time, including, without limitation, public access to and from the business, and the receipt or delivery of merchandise in connection therewith.

### **3. Building Improvements.**

**3.1 Building Area.** Buildings shall only be located within the Building Areas designated on Exhibit B. No Building shall exceed one (1) story in height.

**3.2 Liens.** In the event any mechanic's lien is recorded against a Parcel as a result of services performed upon or materials furnished to another Parcel, the Owner permitting or causing such lien to be so recorded shall cause such lien to be discharged within thirty (30) days after the entry of a final judgment for the foreclosure of such lien. Notwithstanding the foregoing, the Owner permitting or causing such lien to be recorded shall cause such lien to be released and discharged of record within twenty (20) days after the request of the Owner whose Parcel is subject to such lien. Nothing herein shall prevent the Owner permitting or causing such lien to be recorded from contesting the validity thereof in any manner so long as such contest is pursued with reasonable diligence. The Owner permitting or causing such lien shall indemnify, defend, and hold the other Owner and its Permittees harmless from and against all liabilities, losses, claims, costs, demands, orders, judgments, liens, and expenses (including reasonable attorneys' fees and costs) arising out of or related to such lien.

### **4. Maintenance.**

**4.1. Common Area Maintenance.** Subject to the provisions of Section 4.2 below, each Owner of a Parcel covenants at all times during the term hereof to operate and maintain or cause to be operated and maintained at its expense all Common Area located on its Parcel in good order, condition and repair. Maintenance of Common Areas shall include, without limitation, maintaining and repairing all landscaping, sidewalks and the surface of the parking and roadway areas, pressure washing the trash enclosure (which may not be relocated without the consent of the Owners), maintaining the monument and other signage and parking lot lighting, removing all papers, debris and other refuse from, providing security personnel if deemed appropriate by the Owner of Parcel A or the Manager, and periodically sweeping all parking and road areas to the extent necessary to maintain the same in a clean, safe and orderly condition. In the event of any damage to or destruction of all or a portion of the Common Area,

the Owner of such Parcel shall, at its sole cost and expense, with due diligence repair, restore and rebuild such Common Area to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Declaration). Each Owner reserves the right to alter, modify, reconfigure, relocate and/or remove the building areas on its Parcel, and, with the reasonable consent of the Owners, the Common Areas on its Parcel; provided, however, that the reciprocal easements between the Parcels granted pursuant to Section 2.1 shall not be closed, obstructed or materially impaired, and the ingress and egress to and from the Parcels and adjacent streets and roads shall not be so altered, modified, relocated, blocked and/or removed without the express written consent of all the Owners.

**4.2 Common Area Management.** If the Owner of Parcel A appoints a Manager, the Manager shall be responsible for the maintenance of the Common Area as set forth in Section 4.1 above, and the cost thereof, as well as the cost of electricity to the Common Area and trash removal, shall be borne as follows: 73% by the Owner of Parcel A, and 27% by the Owner of Parcel B; provided, however, that the cost of pressure washing the trash enclosure shall be borne by the Owners of the Parcels in proportion to the square footage of food service tenants located on their respective parcels. The Manager shall be entitled to receive a management fee equal to ten percent (10%) of the cost of maintaining the Common Area. The Manager shall bill the Owners for their share of the Common Area maintenance costs, which invoices shall be paid within thirty (30) days.

## **5. Insurance.**

**5.1 Commercial General Liability.** Throughout the term of this Declaration, each Owner shall procure and maintain general and/or comprehensive public liability and property damage insurance against claims for personal injury, death, or property damage occurring upon such Owner's Parcel (including the Common Area located thereon), including a contractual liability endorsement, in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, together with an additional \$2,000,000 umbrella.

**5.2 Certificate of Insurance Policies.** Each Owner shall furnish the other Owner with a certificate of such policies of insurance prior to exercising any of its rights herein. All policies shall name the other Owner and the other Owner's lender(s) as additional insureds, and shall contain a waiver of insurer's rights of subrogation. The obligation to carry insurance shall not limit or modify any other obligations assumed by the Owners hereunder, nor shall either Owner be under any duty to examine such certificate or to advise the other Owner in the event its insurance is not in compliance with this Declaration. All policies shall be placed with insurance carriers rated by AM Best at A-/VIII or better and such policy shall provide that it is not subject to cancellation or reduction in coverage except after thirty (30) days' prior written notice to the other Owner.

**6. Indemnity.** The Owner of each Parcel shall indemnify, defend and hold the other Owner and its managers, members, directors, officers, shareholders, employees, Permittees, agents, successors and assigns harmless from any and all liabilities, losses, claims, costs, demands, orders, charges, liens, judgments and expenses (including reasonable attorneys' fees and costs) arising out of or related to any claims for personal injury or property damage alleged

to be caused by the acts or omissions of the indemnifying party with respect to a breach of the indemnifying party's obligations under this Declaration.

**7. Taxes and Assessments.** Each Owner shall pay all taxes, assessments, or charges of any type levied or made by any governmental or agency with respect to its Parcel.

**8. Uses.**

**8.1 Restrictions on both Parcels.** Neither Parcel shall be used, in whole or in part, for any or all of the following uses and purposes:

- (i) a pinball, video game, or any form of entertainment arcade;
- (ii) a gambling or betting office, other than for the sale of lottery tickets;
- (iii) a massage parlor;
- (iv) a cinema, video store or bookstore selling, renting, or exhibiting primarily material of a pornographic or adult nature;
- (v) an adult entertainment bar or club;
- (vi) a bowling alley;
- (vii) a roller skating or ice skating rink;
- (viii) a billiards parlor or pool hall;
- (ix) a firearms shooting range or any other use which creates or causes excessive noise;
- (x) a theater;
- (xi) a health club or exercise salon;
- (xii) any type of educational or vocational institution;
- (xiii) a flea market;
- (xiv) a warehouse;
- (xv) a facility which performs on-site dry cleaning;
- (xvi) a gas station;
- (xvii) a facility which performs on-site auto repair.

- (xviii) a house of worship;
- (xix) a hotel or motor inn;
- (xx) a tattoo parlor, so-called "head" shop or marijuana dispensary, off-track betting, gambling, gaming or check cashing facility;
- (xxi) a car wash, tire store, automobile, motorcycle, boat, trailer or truck leasing, rental or sales;
- (xxii) a tavern or bar (unless operated incidental to, in conjunction with, and under the same name as, a restaurant permitted hereunder), amusement park, carnival, banquet facility, dance hall, disco, nightclub, video game, virtual reality or laser tag room or facility, arcade, indoor children's recreational facility;
- (xxiii) animal raising or storage (except incidental to a full-line retail pet supply operation), pawn shop, auction house, junk yard;
- (xxiv) drilling for and/or removal of subsurface substances, dumping, disposal, incineration or reduction of garbage or refuse, other than in enclosed receptacles intended for such purposes; and
- (xxv) any facility related to the occult sciences, such as palm readers, astrologers, fortune tellers, tea leaf readers or prophets, frozen food locker or sales facility, milk distribution center.

**8.2 Restriction on Parcel B.** No part of Parcel B shall be used for a business whose primary use (defined as twenty percent (20%) or more of food sales) is the sale of Mexican cuisine.

**9. No Rights In Public; No Implied Easements.** Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of a Parcel. No easements except those expressly set forth in Section 2.1 shall be implied by this Declaration.

## **10. Remedies and Enforcement.**

**10.1 All Legal and Equitable Remedies Available.** In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, the other Owner(s) and Permittee(s) shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance. An Owner shall have the right to grant to a tenant of the Parcel owned by an Owner the right, but not the obligation, to enforce this Declaration on behalf of such Owner, and/or to cure a breach hereunder, which enforcement or cure shall be accepted by the other

Owners as if affected by the Owner granting such rights to the tenant, and such a tenant shall hereinafter be referred to as an **“Authorized Tenant”**.

**10.2 Self-Help.** In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Declaration within thirty (30) days following written notice thereof from an Owner or other Authorized Tenant (unless, with respect to any such breach the nature of which cannot reasonably be cured within such thirty (30)-day period, the defaulting Owner commences such cure within such thirty (30)-day period and thereafter diligently prosecutes such cure to completion), any Owner or Authorized Tenant shall have the right to perform such obligation contained in this Declaration on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable costs thereof together with interest at the prime rate charged from time to time by Bank One (its successors or assigns), plus two percent (2%) (not to exceed the maximum rate of interest allowed by law). Notwithstanding the foregoing, in the event of (i) an emergency, and/or (ii) blockage or material impairment of the easement rights, an Owner or other Authorized Tenant may immediately cure the same and be reimbursed by the other Owner upon demand for the reasonable cost thereof, together with interest at the prime rate, plus two percent (2%), as above described.

**10.3 Lien Rights.** Any claim for reimbursements, including interest as aforesaid, and all costs and expenses including reasonable attorneys' fees awarded to any Owner (or Authorized Tenant in connection with the exercise of its rights set forth in Sections 10.1 and 10.2) in enforcing any payment in any suit or proceeding under this Declaration shall be assessed against the defaulting Owner(s) in favor of the prevailing party and shall constitute a lien (the **“Assessment Lien”**) against the Parcel of the defaulting Owner(s) until paid, effective upon the recording of a notice of lien with respect thereto in the Office of the County Recorder of Contra Costa, California; provided, however, that any such Assessment Lien shall be subject and subordinate to (a) lien for taxes and other public charges which by applicable law are expressly made superior, (b) all liens recorded in the Office of the County Recorder of Contra Costa County, California prior to the date of recordation of such notice of lien, and (c) all leases entered into, whether or not recorded, prior to the date of recordation of the notice of lien. All liens recorded subsequent to the recordation of the notice of lien described herein shall be junior and subordinate to the Assessment Lien. Upon the timely curing by the defaulting Owner of any default for which a notice of lien was recorded, the party recording same shall record an appropriate release of such notice of lien and Assessment Lien, and the Owner whose Parcel is released from the lien shall pay the costs thereof.

**10.4 Remedies Cumulative.** The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

**10.5 No Termination For Breach.** Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Declaration. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Parcel made in good faith for value, but the Easements shall be binding upon and effective against any Owner of such Parcel covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

**10.6 Irreparable Harm.** In the event of a violation or threat thereof of any of the provisions of this Declaration, each Owner agrees that such violation or threat thereof shall cause the non-defaulting Owners and/or their Permittees to suffer irreparable harm and such non-defaulting Owners and their Permittees shall have no adequate remedy at law. As a result, in the event of a violation or threat thereof of any of the provisions of this Declaration, the non-defaulting Owners and other Authorized Tenants in addition to all remedies available at law or otherwise under this Declaration, shall be entitled to injunction or other equitable relief to enjoin a violation or threat thereof.

**11. Term.** The Easements contained in this Declaration shall be effective commencing on the date of recordation of this Declaration in the office of the Contra Costa County Recorder and shall remain in full force and effect thereafter in perpetuity, unless this Declaration is modified, amended, canceled or terminated by the written consent of all then record Owners of the Parcels.

**12. Miscellaneous.**

**12.1 Attorneys' Fees.** In the event a party (including an Authorized Tenant) institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, including appeals, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

**12.2 Amendment.** The provisions of this Declaration may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the official records of the County Recorder of Contra Costa County, California.

**12.3 Consents.** Wherever in this Declaration the consent or approval of an Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld, delayed, or conditioned. Any request for consent or approval shall: (a) be in writing; (b) specify the Section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of an Owner under this Declaration, to be effective, must be given, denied or conditioned expressly and in writing.

**12.4 No Waiver.** No waiver of any default of any obligation by any Owner or other party bound hereunder shall be implied from any omission by the other Owner(s,) or other party with rights hereunder to take any action with respect to such default.

**12.5 No Agency.** Nothing in this Declaration shall be deemed or construed to create the relationship of principal and agent or of limited or general partners, or of joint venturers or of any other association between the Owners.

**12.6 Covenants to Run With Land.** It is intended that each of the Easements, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the Real Property benefited thereby, shall bind every person having any fee, leasehold or

other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

**12.7 Grantee's Acceptance.** The grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original Owner or from a subsequent Owner of such Parcel, shall accept such deed or contract upon and subject to each and all of the Easements and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other Owner(s), to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

**12.8 Severability.** Each provision of this Declaration and the application thereof to the Parcels are hereby declared to be independent of and severable from the remainder of this Declaration. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Declaration. In the event the validity or enforceability of any provision of this Declaration is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of all Parcels by the same person or entity shall not terminate this Declaration, nor in any manner affect or impair the validity or enforceability of this Declaration.

**12.9 Time of Essence.** Time is of the essence of this Declaration.

**12.10 Entire Agreement.** This Declaration contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

**12.11 Notices.** Notices or other communications hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each Owner may change from time to time their respective address for notice hereunder by like notice to the other Owner(s). The notice address of Declarant is as follows:

Declarant: ACV GGB Propco, LLC  
465 First Street West, Second Floor  
Sonoma, CA 95476

**12.12 Governing Law.** The laws of the State of California shall govern the interpretation, validity, performance, and enforcement of this Declaration.

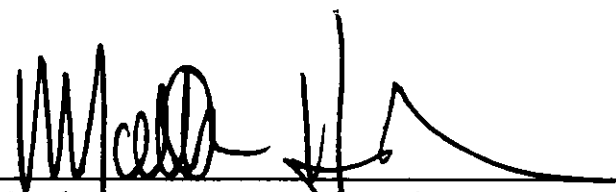
**12.13 Estoppel Certificates.** Each Owner, within thirty (30) days of its receipt of a written request from the other Owner(s) shall from time to time provide the requesting Owner a certificate binding upon such Owner stating: (a) to the best of such Owner's knowledge, whether any Owner is in default or violation of this Declaration and if so identifying

such default or violation, and (b) that this Declaration is in full force and effect and identifying any amendments to the Declaration as of the date of such certificate.

**12.14 Bankruptcy.** In the event of any bankruptcy affecting any Owner or occupant of any Parcel, the parties agree that this Declaration shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankruptcy person or entity.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date first written above.

ACV GGB PROPCO, LLC  
a California limited liability company

By:   
Matthew H. Howarth, Vice President

*[attach notarial acknowledgment]*

**Exhibit A:** Legal Description of Parcel A and Parcel B

**Exhibit B:** Site Plan of Parcel A and Parcel B:

Building Areas  
Parking Spaces  
Short-Term Parking Spaces

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

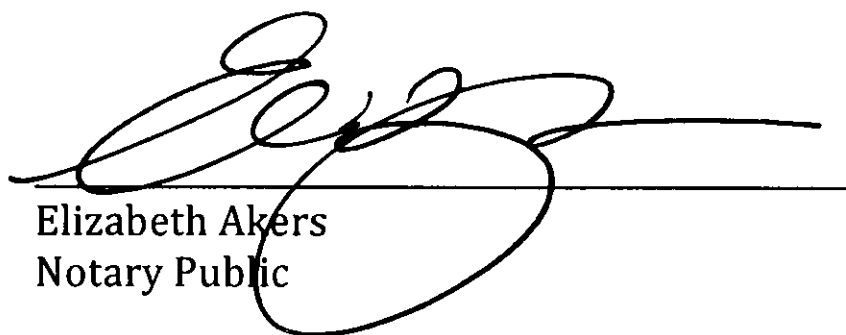
State of California

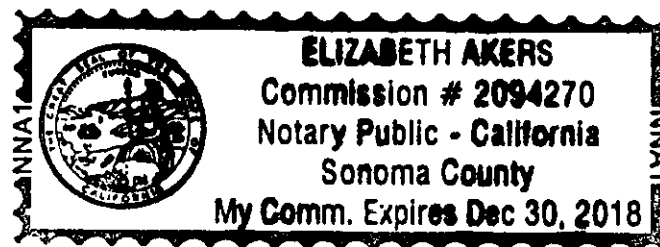
County of Sonoma

On December 13, 2016, before me, Elizabeth Akers, Notary Public, personally appeared Matthew H. Howarth, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to within the instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity, and that by his/~~her/their~~ signature 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.

  
Elizabeth Akers  
Notary Public



NOTARY SEAL

## **Exhibit A**

### **Legal Description of Parcel A and Parcel B**

Real property in the unincorporated area of the County of Contra Costa, State of California, described as follows:

PARCEL "A" AS SHOWN ON THAT CERTAIN "PARCEL MAP SUBDIVISION MS 15-0003" FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA ON NOVEMBER 16, 2016, IN BOOK 211 OF PARCEL MAPS, PAGES 27 AND 28.

PARCEL "B" AS SHOWN ON THAT CERTAIN "PARCEL MAP SUBDIVISION MS 15-0003" FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA ON NOVEMBER 16, 2016, IN BOOK 211 OF PARCEL MAPS, PAGES 27 AND 28.

