

# **EXHIBIT B**

## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (“*Agreement*”) dated November 1 2024 (“*Effective Date*”), is entered into by and between Point Molate Futures LLC, a Delaware limited liability company (“*Seller*”), which is wholly-owned by the Guidiville Rancheria of California, a federally recognized Indian tribe (“*Tribe*”), and East Bay Regional Park District, a California special district (“*Buyer*”).

### RECITALS

A. Point Molate consists of approximately 412 acres of real property located on the southwest side of the San Pablo Peninsula in the City of Richmond as depicted on Exhibit A.

B. Seller is the fee owner of those certain parcels within Point Molate described in Exhibit B and depicted in Exhibit C (the “*Development Areas*”).

C. Buyer and Seller now desire to enter into this Agreement to provide, among other things, for Buyer’s acquisition of the Development Areas, together with all improvements thereon, from Seller, all on the terms and conditions set forth herein.

**NOW, THEREFORE**, Buyer and Seller hereby agree as follows:

### AGREEMENTS:

1. **Definitions.** For purposes of this Agreement, the following initially capitalized terms shall have the meanings ascribed to them in this Section:

1.1 “*2003 Navy Quitclaim*” means the Quitclaim Deed from Navy to the City dated September 23, 2003, recorded in the Official Records of the County as Document No. 2003-489200, as amended by Amendment One to Quitclaim Deed recorded as Document No. 2010-60369, pursuant to which the Navy transferred to City approximately 85% of Point Molate.

1.2 “*2010 Navy Quitclaim*” means the Quitclaim Deed from Navy to the City dated March 18, 2010, recorded in the Official Records of the County as Document No. 2010-60367, pursuant to which the Navy transferred to City the remaining 15% of Point Molate.

1.3 “*Amended Judgment*” means the judgment, which was amended on November 21, 2019, and resolved the claims alleged in the Tribe Lawsuit by, inter alia:

(a) Required 70% of Point Molate to remain as open space;

(b) Required the City to sell or lease 30% of Point Molate referred to in the Amended Judgment and in this Agreement as the Development Areas to one or more qualified developers or builders, and split the net revenues (as defined) of the sale with the Tribe and Upstream on a 50-50 basis (“*Net Revenues*”) on the condition that any sale to a qualified developer or builder must be completed within thirty (30) months after entry of the Amended Judgment;

(c) Granted Tribe or Upstream, or each of them separately, an option to purchase the Development Areas if City did not timely sell the Development Areas to a qualified developer or builder; and provided that the Tribe and/or Upstream would then have five years to sell the property to a qualified developer or builder within five years (subject to certain extensions) and the 50/50 splitting of the net revenues with the City;

(d) Provided, consistent with the Tribe's settlement with the federal defendants in the litigation, that nothing in the Amended Judgment precluded the Tribe from pursuing any Point Molate land to be taken into trust by the United States for the benefit of the Tribe for any lawful purposes.

1.4 "**City**" means the City of Richmond. The City also became the Local Reuse Authority responsible for the reuse planning and disposition strategy for Point Molate.

1.5 "**City Quitclaim Deed**" means the Quitclaim Deed from City to Tribe dated August 29, 2022, recorded in the Official Records of the County as Document No. 2022-0132994, pursuant to which the City conveyed the Development Areas to the Tribe.

1.6 "**Conservancy**" means the California State Coastal Conservancy.

1.7 "**Conservancy Funds**" means the sum of Thirty-Six Million Dollars (\$36,000,000) allocated to Buyer "for the Point Molate open space acquisition and cleanup" under Assembly Bill 179, approved by the California State Assembly, California State Senate, and Governor Gavin Newsom in 2022, which Conservancy funds are subject to disbursement by the Conservancy.

1.8 "**Navy**" means the United States of America, acting by and through the Department of the Navy. The Navy acquired and operated Point Molate as a naval fuel depot from 1942 to 1995.

1.9 "**Reuse Plan**" means the reuse plan establishing goals for the redevelopment of Point Molate adopted by the City in 1997, after the Navy's determination that the naval fuel depot at Point Molate was no longer needed for military purposes and the naval fuel depot was ordered closed pursuant to the Base Realignment and Closure Act of 1990, as amended.

1.10 "**Tribe Lawsuit**" shall mean the 2012 lawsuit filed by the Tribe in the United States District Court, Northern District of California designated as Case No. CV 12-1326 YGR alleging that City's 2012 amendment of the General Plan breached that certain Land Disposition Agreement between the City, the Tribe and Upstream.

1.11 "**Upstream**" means Upstream Point Molate LLC, a California limited liability company.

1.12 "**Winehaven**" means, collectively, those portions of Point Molate and improvements thereon that were used as the offices and processing, storage, and shipping facilities of the California Wine Association, a winery, cottages and barracks to house employees, and a hotel.

1.13 “*Winehaven Legacy Agreement*” means the Disposition and Development Agreement dated September 30, 2020, between the City and Winehaven Legacy, which set an outside closing date for City’s conveyance of the Property to Winehaven Legacy. Based on the failure to timely close, the Tribe exercised its option to purchase the Development Areas.

1.14 “*Winehaven Legacy Lawsuit*” means the lawsuit filed by Winehaven Legacy on May 27, 2022, in the Superior Court of the State of California, County of Contra Costa referred to as Case No. C22-01081 alleging that the City breached the Winehaven Agreement.

1.15 “*Winehaven Legacy*” means Winehaven Legacy, LLC, the master developer selected by the City in April 2019 to develop the Development Areas.

2. **Agreement to Purchase and Sell.** Seller agrees to sell and Buyer agrees to buy, upon the terms and conditions set forth herein, (i) those certain parcels of land located in the City of Richmond, Contra Costa County, California, as more particularly described in **Exhibit B** and depicted in **Exhibit C** attached hereto and incorporated herein by reference (the “*Development Areas*”), together with all rights, responsibilities, privileges, rights of way and easements, if any, appurtenant to such land (all of the foregoing, the “*Real Property*”), (ii) all buildings and other improvements located on the Development Areas (the “*Improvements*”); and (iii) all personal property used in connection with the Development Areas and/or Improvements, if any, with the exception of any personal property located on the Development Areas that is the property of any tenant or licensee, which personal property shall remain the property of those tenants or lessees (the “*Personal Property*”). All items referred to in clauses (i), (ii) and (iii) are sometimes collectively referred to herein as the “*Property*”. Tribe consents to Seller’s sale of the Property as provided in this Agreement.

3. **Effective Date.** The “*Effective Date*” will be the last date shown on the Parties’ signature pages which shall be the Agreement Date. Either Party may fill in the blank in the preamble with the last date shown on the signature pages.

4. **Escrow.** Within two (2) business days after the Agreement Date, Buyer shall deliver a fully executed version of this Agreement (which may consist of Buyer’s and Seller’s signed counterparts of this Agreement) to Julie Massey, Escrow Officer at Old Republic Title Company, 555 12<sup>th</sup> Street, Suite 2000, Oakland, CA 94607, telephone: 510-272-1121, email: jmassey@ortc.com (“*Escrow Agent*”) and request that Escrow Agent open an escrow account to consummate the transfer of the Property (“*Escrow*”). Old Republic Title Company shall also serve as the title company for the transfer of the Property (“*Title Company*”).

4.1 **Opening of Escrow.** The “*Opening of Escrow*” shall be the date that Escrow Agent acknowledges receipt of a fully executed Agreement by the “Escrow Agent Receipt” which is at the end of this Agreement.

4.2 **Closing.** The “*Closing*” of the Escrow shall occur when the Tribe Quitclaim Deed (defined below) is recorded in the Official Records of Contra Costa County. The Closing shall occur on a mutually agreeable date after satisfaction or waiver of Buyer’s

Conditions and Seller's Conditions set forth herein, but no later than January 15, 2025, or such later date as the Parties may mutually agree ("***Outside Closing Date***").

4.3 Escrow Instructions. Escrow Agent shall deposit all funds received in Escrow in one or more federally insured interest-bearing accounts with a state or national bank doing business in the State of California, with interest accruing to the benefit of the Seller. All disbursements shall be made by check or wire transfer from such account. If, in the reasonable opinion of either party, it is necessary or convenient in order to accomplish the Closing, such party may require that the parties sign supplemental escrow instructions; provided that if there is any inconsistency between this Agreement and the supplemental escrow instructions, then the provisions of this Agreement shall control.

4.4 Closing Costs and Other Fees.

4.4.1 Recording Fees. Buyer is exempt from recording fees under Government Code Sections 27383 and 27388.1(a)(2)(D) as a political subdivision of the state. To the extent that recording fees are required for this transaction, Buyer will pay 100% of the recording fees.

4.4.2 Documentary Transfer Tax. Buyer shall pay 100% of the City of Richmond's Real Property Transfer Tax Ordinance, codified at Chapter 13.40 of the City of Richmond municipal code, if any, as may be applicable to this transaction.

4.4.3 Escrow Fees. Buyer shall pay 100% of the Escrow Agent's fee in connection with the transfer of the Property to Buyer.

4.5 Authority of Escrow Agent. Escrow Agent is authorized to, and shall:

4.5.1 Release Deposit. Release the Independent Consideration, release the First Deposit Installment, and release the Second Deposit Installment, all pursuant to the terms of Section 5;

4.5.2 Title Policy. Charge Buyer for the premium of the Title Policy (defined below) and cause the Title Company to issue the Title Policy;

4.5.3 Prorations. Make prorations as described in Section 13.3;

4.5.4 Tax and Escrow Forms. Direct Buyer and Seller to execute and deliver any instrument, affidavit, and statement, and to perform any act, reasonably necessary to comply with the provisions of the Foreign Investment in Real Property Tax Act (FIRPTA), if applicable, and any similar state act and regulations promulgated thereunder;

4.5.5 Tax Withholding. As required by applicable law, prepare and file with all appropriate governmental or taxing authorities a uniform settlement statement, closing statement, tax withholding forms including an IRS 1099 S form and a California Form 593, and be responsible for withholding taxes, if any such forms are provided for or required by law;

4.5.6 Tribe Quitclaim Deed and Certificate of Acceptance. Date the Tribe Quitclaim Deed and attached Buyer Certificate of Acceptance as of the date of Closing and record the fully executed Tribe Quitclaim Deed and Buyer executed Certificate of Acceptance after the Buyer Conditions Precedent and Seller Conditions Precedent have been fulfilled or waived in writing, as applicable;

4.5.7 Purchase Price. Deliver the Purchase Price to Seller, after deducting therefrom Seller's share of closing costs, prorations and adjustments and any other items chargeable to Seller under this Agreement, all in accordance with the approved closing statement.

5. Purchase Price; Deposits. The purchase price for the Property (the "**Purchase Price**") is Forty Million Dollars (\$40,000,000).

5.1 Deposit and Independent Consideration. Within ten (10) business days after the Effective Date, Buyer shall deposit into Escrow the sum of One Million Dollars (\$1,000,000) (the "**Deposit**") and an additional sum of One Hundred Dollars (\$100) in consideration for the rights granted to Buyer in Section 6 (the "**Independent Consideration**").

5.2 Release of Independent Consideration. Immediately after Escrow Agent's receipt of the Independent Consideration, Escrow Agent shall release the Independent Consideration to Seller.

5.3 Release of Deposit. Escrow Agent shall release the Deposit as follows:

5.3.1 First Deposit Installment. Two Hundred Fifty Thousand Dollars of the Deposit ("**First Deposit Installment**") shall be released to Seller immediately after Escrow Agent's receipt thereof.

5.3.2 Second Deposit Installment. The remainder of the Deposit ("**Second Deposit Installment**") shall be released within one (1) business day after satisfaction of the conditions set forth in Sections 7.1 through 7.4, and Sections 7.6 through 7.9.

5.4 Deposit Applicable to Purchase Price. If Closing occurs, the Deposit - but not the Independent Consideration - shall be applied to the Purchase Price.

5.5 Refunds of the Deposit. The First Deposit Installment shall be nonrefundable to Buyer except in the case of a breach by Seller. The Second Deposit Installment shall be refundable to Buyer during the Due Diligence Period and thereafter shall be nonrefundable to Buyer, except in the case of a breach by Seller, a casualty or condemnation as provided in Section 12, or termination of this Agreement because of a failure of any of the conditions set forth in Sections 7.3 through 7.15.

6. Buyer's Due Diligence. Commencing on the Effective Date and ending on the date that is one hundred twenty (120) days after the Effective Date ("**Due Diligence Period**"), Buyer shall have the right to continue to inspect and review the condition of the Property, review the Property Documents, review the condition of title to the Property within the time set forth in

Section 6.4, and determine the suitability of the Property for Buyer's intended use, including financial feasibility.

6.1 Property Documents. Within fourteen (14) business days after the Effective Date, Seller shall provide Buyer with a completed **Exhibit E** and true and correct copies of the documents described in this Section 6.1 (collectively, the "**Property Documents**") to the extent such documents exist, are not privileged, and are within the possession, custody, or control of Seller, the Tribe, or either of their employees, representatives, members, or any individual that manages or directs the business of either of them (collectively, the "**Seller Related Parties**") and any of the Seller Related Parties' consultants, agents, or independent contractors. Seller shall also use good faith diligent efforts to cause City to provide those Property Documents that exist, are not privileged, and are within the possession, custody, or control of City, City's officers, directors, board members, employees, representatives, agents, and independent contractors ("**City Parties**").

6.1.1 All title reports, easements, land use covenants or conditions restricting use of the Property, and covenants, conditions and restrictions (CC&Rs) pertaining to the Property;

6.1.2 All lease agreements, license agreements, or other agreements granting any third person (each, a "**Tenant**") a right to possession of the Property or any portion thereof (collectively, the "**Possessory Agreements**")

6.1.3 All service contracts, maintenance agreements, management agreements, parking agreements, agreements for janitorial services, agreements for landscaping services, and all other contracts and agreements related to the operation and management of the Property or the Improvements (each individually, a "**Contract**" and collectively the "**Contracts**");

6.1.4 All compliance notices, notices of violation, compliance reports, or any correspondence from any government agency with jurisdiction over the Property;

6.1.5 All documents relating to underground storage tanks on the Property;

6.1.6 All geological and soils reports;

6.1.7 All building, structural or other inspection reports;

6.1.8 All environmental reports (including any Phase I and Phase II reports);

6.1.9 All reports and studies concerning the operation, maintenance, or repair of the Property;

6.1.10 All reports and studies concerning the acquisition or development of the Property;

6.1.11 Any claims, litigation, actions or other legal proceedings affecting the Property;

6.1.12 Any ALTA surveys or other surveys pertaining to the Property.

Seller shall deliver a completed **Exhibit E** to Buyer enclosing a copy of the Property Documents, setting forth the date of compliance with this Section 6.1. During the Due Diligence Period, Buyer shall satisfy itself with the Property Documents. Seller shall reasonably cooperate with Buyer's reasonable requests for additional information about Seller's completed **Exhibit E**. Buyer shall be deemed to have satisfied itself with the Property Documents if Buyer provides an Approval Notice.

6.2 **Buyer's Investigations.** Beginning on the Effective Date or such other sooner date that the Parties may agree in writing and ending on the expiration of the Due Diligence Period, Buyer, its employees, agents, consultants, lenders, investors, partners, contractors and subcontractors (collectively, "**Buyer Parties**"), shall have the right to enter upon the Property and while thereon make surveys (including the Survey described in Section 6.4), take measurements, perform test borings or other tests of surface and subsurface conditions, including soils, soil gas and water, and building improvements, make engineering, architectural, environmental and other studies and inspect the Property. Buyer's rights under this Section 6.1 shall include, without limitation, the right to perform a Phase I Assessment and Phase II Assessment. Buyer shall be solely responsible for all costs and expenses associated with Buyer's investigations pursuant to this Section.

6.2.1 **Notice of Buyer's Investigations.** Buyer agrees to provide written notice to Seller at least twenty-four (24) hours prior to undertaking any studies or work upon the Property. For purposes of this paragraph, notice may be given by email to the Tribal Administrator: [admin@guidiville.net](mailto:admin@guidiville.net). Buyer's notice shall state the type of tests Buyer will perform, the location of the tests, and the proposed date and time of such tests.

6.2.2 **Insurance and Indemnification.** Prior to any entry on the Property by the Buyer Parties, Buyer shall procure and maintain, and cause any other Buyer Parties performing work or entering the Property to procure and maintain, commercial general liability, automobile liability, employers' liability, and worker's compensation insurance covering Buyer and the Buyer Parties performing the work, and naming Seller as an additional insured, and otherwise meeting the requirements set forth in **Exhibit D**. Buyer shall use care and consideration in connection with all of its inspections or tests. Following any intrusive or invasive tests and/or inspections, Buyer shall restore the Property as near as reasonably possible to its condition prior to such intrusive or invasive tests and/or inspections. Buyer shall indemnify, defend and hold Seller and Seller Related Parties harmless from and against any and all loss, expense, claim, damage, liability and injury to person or property resulting from the acts of any of the Buyer Parties on the Property in connection with the performance of any investigation or other activities upon the Property as contemplated herein. The foregoing indemnity, defense and hold harmless obligations do not apply to (a) any loss, liability cost, claim, damage, injury or expense to the extent arising from the willful misconduct or actively negligent acts or omissions of Seller, its representatives, agents, employees, or contractors, (b) any diminution in the value of the Property arising from or relating to matters discovered by

Buyer during its investigation of the Property, (c) any latent defects in the Property discovered by Buyer, and (d) the release or spread of any Hazardous Materials that are discovered (but not deposited) on or under the Property by Buyer unless caused by the gross negligence of any of the Buyer Parties. The indemnification, defense and hold harmless obligations of Buyer in this Section 6.2.2 shall survive the Closing or termination of this Agreement.

6.3 Approval Notice or Disapproval Notice. If Buyer elects to proceed with the purchase of the Property after conducting the investigations described in Section 6.2, then as soon as practicable following completion of such investigations, but in any event no later than the expiration of the Due Diligence Period, Buyer shall deliver a written notice of approval ("**Approval Notice**") to Seller and Escrow Agent. If Buyer determines, in its sole discretion, that the Property is not suitable for the Buyer for any reason or no reason, Buyer shall provide a written notice of disapproval ("**Disapproval Notice**") on or before the expiration of the Due Diligence Period.

6.4 Buyer's Title Review. Within five (5) days after the Opening of Escrow, Buyer shall cause Title Company to deliver to Buyer and Seller a preliminary title report ("**Title Report**") with respect to the entirety of the Property, together with legible copies of all the documents underlying the exceptions set forth in the Title Report. Buyer shall also have the right to request that an ALTA Survey ("**Survey**") be prepared, at Buyer's sole cost and expense, and provided to Seller.

6.4.1 Buyer's Title Notice. By the earlier of (a) the expiration of the Due Diligence Period and (b) sixty (60) days after the later of the date that Buyer receives the Title Report or the Survey ("**Title Review Period**"), Buyer shall give Seller and Escrow Agent written notice ("**Title Notice**") of Buyer's approval or disapproval of the legal description and every item or exception disclosed by the Title Report and Survey, if any, and of any title insurance endorsements that Buyer requires. If Buyer fails to timely provide the Title Notice, Buyer shall be deemed to disapprove of all matters reflected in the Title Report and Survey except the lien of any nondelinquent property taxes and assessments; the covenants in the 2003 Navy Quitclaim and 2010 Navy Quitclaim; and the Covenant to Restrict Use of Property recorded as Document No. 2010-0060368 ("**Pre-Approved Exceptions**").

6.4.2 Seller's Title Response. If Buyer disapproves or is deemed to disapprove of any matters disclosed by the Title Report or Survey, Seller shall, within twenty (20) days after receipt of the Title Notice, give Buyer and Escrow Agent written notice ("**Title Response**") of those disapproved title matters, if any, which Seller is unable or unwilling to eliminate as of Closing. Seller's failure to timely give the Title Response shall be deemed Seller's notice that it will not eliminate any of the disapproved matters.

6.4.3 Buyer's Title Decision. Buyer shall notify Seller and Escrow Agent in writing, within ten (10) days after receipt of the Title Response (or within ten (10) days after Seller is deemed to have refused to eliminate matters to which Buyer objected in its Title Notice) whether Buyer is willing to purchase the Property subject to such disapproved matters, or is electing to terminate this Agreement ("**Title Decision Notice**"). Those matters that Buyer has approved as provided in this Section 6.4 and the Pre-Approved Exceptions shall be referred to as the "**Approved Condition of Title.**"

6.4.4 Reminder Notice. If Buyer fails to timely provide the Title Decision Notice, the Approval Notice, or the Disapproval Notice, Seller shall provide Buyer and Escrow Agent with a written notice (the “**Reminder Notice**”) stating that Buyer’s failure to provide the Title Decision Notice, the Approval Notice, or the Disapproval Notice within three (3) business days after Buyer’s receipt of the Reminder Notice shall be deemed Buyer’s disapproval of the condition of title or the condition of the Property (as applicable). If Buyer fails to timely provide the Title Decision Notice, the Approval Notice, or the Disapproval Notice, Buyer shall be deemed to have disapproved the condition of title or the condition of the Property (as applicable).

6.5 New Title Matter; New Title Matter Cure. Buyer may periodically request updates to the Title Report to determine whether the update discloses any liens, security interests, easements, covenants, or encumbrances affecting the Property other than the Approved Condition of Title (“**New Title Matter**”), provided that Buyer requests the update at least ten (10) days before Closing. If any update discloses any New Title Matter that is unacceptable to Buyer, Buyer shall notify Seller of such fact in writing (“**New Title Matter Notice**”) prior to the 10<sup>th</sup> calendar day following the date on which Buyer learns of such New Title Matter. Within five (5) calendar days after receipt of Buyer’s New Title Matter Notice, Seller and Title Company shall deliver a written notice to Buyer (“**New Title Matter Response**”) stating whether Seller agrees to make reasonable efforts to cause such New Title Matter not to appear on the Title Policy and whether the Title Company is willing to (a) issue the Title Policy without exception for such New Title Matter after Seller performs certain actions or provides documentation or (b) attach a title endorsement to the Title Policy with respect to such New Title Matter. Buyer shall have five (5) calendar days after Buyer’s receipt of the New Title Matter Response to provide written notice to the Seller and the Title Company that the Title Company’s proposed act as described in clause (a) or (b) of the preceding sentence is acceptable to Buyer, the Title Company’s proposed act shall be the “**New Title Matter Cure.**”

6.6 Insurance Policies. During the Due Diligence Period, Buyer shall determine the availability and cost of a pollution legal liability (“**PLL**”) insurance policy and any other insurance policies that Buyer may deem necessary or desirable in connection with Buyer’s potential ownership of the Property. Buyer shall have the right to require as a condition of Closing, by providing written notice to Seller and Escrow Agent prior to the end of the Due Diligence Period, a commitment from an insurance company to issue a PLL or other insurance policy or policies desired by Buyer on or before the Closing.

6.7 Contract Election Notice. Prior to the expiration of the Due Diligence Period, Buyer shall provide Seller with notice of any Contract that Buyer desires to assume (“**Contract Election Notice**”). Those Contracts identified in the Contract Election Notice (“**Approved Contracts**”) shall be assigned to Buyer and listed on Attachment No. 1 of the Assignment of Contracts.

6.8 Estoppel Certificates. At least thirty (30) days prior to the expiration of the Due Diligence Period, Seller shall deliver either: (a) an estoppel certificate completed and signed by each Tenant, in the form attached hereto and incorporated herein as **Exhibit F** (“**Estoppel Certificate**”); or (b) only if Seller has made reasonable efforts to obtain Estoppel Certificates from each Tenant and any Tenant fails to provide Seller an Estoppel Certificate,

Seller shall deliver to Buyer an Estoppel Certificate executed by Seller for such Possessory Agreement, containing the same information as is set forth in **Exhibit F**.

6.9 **Possessory Agreement Election Notice.** Prior to the expiration of the Due Diligence Period, Buyer shall provide Seller with notice of any Possessory Agreements that Buyer desires to assume ("**Possessory Agreement Election Notice.**") Those Possessory Agreements identified in Buyer's Contract Election Notice ("**Approved Possessory Agreements**") shall be listed on Attachment 2 of the Assignment of Possessory Agreements. Any Possessory Agreements not identified in the Possessory Agreement Election Notice shall be terminated by Seller on or before the Closing Date and Seller shall be responsible for payment of any termination fees due to third parties as a result of terminating such Possessory Agreements.

7. **Buyer's Conditions.** Buyer's obligation to proceed with the Closing is subject to the fulfillment or written waiver by Buyer of each and all of the conditions precedent described below (individually and collectively, "**Buyer Conditions Precedent**"), which are solely for the benefit of Buyer, and which shall be fulfilled or waived within the time periods provided for herein.

7.1 **Property Documents.** Buyer shall have satisfied itself with the contents of the Property Documents received from Seller, Seller Related Parties, and City Parties;

7.2 **Approval Notice.** Buyer shall have delivered an Approval Notice;

7.3 **Title Policy.** The Title Company shall be irrevocably committed to issue an ALTA owner's policy insuring Buyer's fee interest in the Property subject only to the Approved Condition of Title, with a policy amount equal to the Purchase Price, and all policy endorsements Buyer requires ("**Title Policy**");

7.4 **Conservancy Funds Authorization.** On or before November 29, 2024, the Conservancy shall have authorized payment of the Conservancy Funds to Buyer or Escrow Agent;

7.5 **Receipt of Conservancy Funds.** At least two (2) business days before the Closing, the Conservancy shall have paid the Conservancy Funds to Buyer or Escrow Agent;

7.6 **Revision to Amended Judgment.** Seller shall have received a copy of the revised Amended Judgment prepared by the City and the Court shall have approved the Amended Judgment as revised to allow one hundred percent (100%) of the Net Revenues to be paid to Seller;

7.7 **City Agreement.** Buyer and City shall have approved and fully executed an operation and maintenance agreement in form and substance acceptable to both Buyer and City wherein City shall have agreed to maintain and secure the Property for one (1) year from and after the Closing, transfer Buyer any funds City received from Navy for monitoring or remediating Hazardous Materials;

7.8 Department of General Services Approval. The California Department of General Services shall have approved an appraisal of the Property concluding that the fair market value of the Property substantiates the Purchase Price;

7.9 Insurance Policies. If Buyer timely delivers notice in accordance with Section 6.6, a commitment from an insurance company to issue the PLL or other insurance policies specified in the notice;

7.10 Deed Restriction. The Conservancy shall have approved an offer to dedicate, to be recorded at Closing, restricting the Property to uses that will protect and enhance the natural, cultural, historic and recreational resources of the Property with equitable enforcement rights in favor of the Conservancy;

7.11 No New Title Matter Without Cure. Buyer shall not have delivered a New Title Matter Notice identifying disapproved New Title Matters that the Parties have not resolved with a New Title Matter Cure;

7.12 No Material Adverse Change. Between the expiration of the Due Diligence Period and the Closing, there shall have been no material adverse change in the physical condition, environmental condition, value, use, occupancy, or maintenance of the Property and no filing of a lawsuit or an appeal or entry of a court order that subjects Buyer's acquisition of the Property to an unreasonable risk of litigation (each, a "*Material Adverse Change*");.

7.13 Rent Schedule. Seller shall have delivered to Escrow Agent and Buyer a schedule of any and all past due or delinquent rents at least three (3) business days prior to Closing;

7.14 Seller Representations True and Correct. The Seller Representations shall be true and correct in all material respects as of the Effective Date and as of the Closing with the same force and effect as if remade by Buyer in a separate certificate at that time; and

7.15 Seller Covenants. Seller shall have performed each and every covenant and agreement to be performed by Seller hereunder by the time and in the manner required by the terms of this Agreement, including Seller's obligation to deliver Estoppel Certificates.

8. Seller Conditions. Seller's obligation to proceed with the Closing is subject to the fulfillment or written waiver by Seller of each and all of the conditions precedent described below (individually and collectively, "*Seller Conditions Precedent*"), which are solely for the benefit of Seller, and which shall be fulfilled or waived within the time periods provided for herein:

8.1 Revision to Amended Judgment. Seller shall have received a copy of the revised Amended Judgment prepared by the City, in a form acceptable to Seller, in its sole discretion, and the court shall have approved the Amended Judgment as revised to allow one hundred percent (100%) of the Net Revenues to be paid to Seller;

8.2 **Buyer Covenants.** Buyer shall have performed all of its covenants and obligations set forth in this Agreement;

8.3 **Buyer Representations and Warranties.** Each of the representations and warranties of Buyer in this Agreement will be materially true and correct as of the Effective Date and as of the Closing with the same force and effect as if remade by Buyer in a separate certificate at that time; and

8.4 **Department of General Services Approval.** The California Department of General Services shall have approved an appraisal of the Property concluding that the fair market value of the Property substantiates the Purchase Price.

9. **Failure of Conditions.** If by the Closing, any of the conditions set forth in Section 7 or Section 8 are not satisfied or waived, then unless the parties otherwise agree to extend the Closing, each party shall promptly execute and deliver to Escrow Agent such documents as Escrow Agent may reasonably require to evidence the termination of the Escrow, the Escrow Agent shall release the Second Deposit Installment to Buyer, this Agreement shall terminate, and Buyer and Seller shall have no further obligations under this Agreement, except as to matters which expressly survive termination. The foregoing shall not operate as a waiver of any rights or remedies that a party may have by reason of a default or breach of this Agreement by the other party.

10. **Representations and Warranties.**

10.1 **Seller Representations.** Seller represents to Buyer as follows:

10.1.1 **Authority.** Seller is a limited liability company duly organized and in good standing under the laws of the State of Delaware. Seller has full right, power, and lawful authority to undertake all of its obligations under this Agreement, and Seller's execution, performance, and delivery of this Agreement and the Quitclaim Deed have been duly authorized by all requisite actions on the part of Seller. Seller agrees to provide Buyer, upon request, with an Officer's Certificate, Written Consent of Members, or other commercially reasonable formal written evidence, reasonably acceptable to the Buyer, Escrow Agent, and the Title Company, of Seller's authority to execute this Agreement and the Tribe Quitclaim Deed (collectively, the "***Transaction Documents***").

10.1.2 **No Conflict.** Provided that the Amended Judgment is revised as required herein, Seller's execution, delivery and performance of its obligations under any of the Transaction Documents will not constitute a default or a breach under any contract, agreement or order to which Seller is a party or by which it is bound.

10.1.3 **No Bankruptcy.** Seller is not the subject of any bankruptcy proceeding and has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by its creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of its assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of its assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally.

10.1.4 No Litigation or Other Proceeding. No litigation or other proceeding (whether administrative or otherwise) is outstanding or has been threatened which would prevent, hinder or delay the ability of Seller to perform its obligations under any of the Transaction Documents.

10.1.5 No Condemnation. There are no pending proceedings in eminent domain affecting any portion of the Property, no portion of the Property is under the threat of condemnation, and Seller has received no notice from any governmental or quasi-governmental agency or authority or potential condemnor concerning any right-of-way, utility or other taking which may affect the Property.

10.1.6 Environmental Laws. To Seller's actual knowledge, except as may be disclosed in the Property Documents, Seller has received no written notice, warning, notice of violation, administrative complaint, judicial complaint, or other formal or informal notice alleging that conditions on the Property are or have been in violation of any Environmental Law (as defined in below), or informing Seller that the Property is subject to investigation or inquiry regarding Hazardous Materials (as defined below) or the potential violation of any Environmental Law.

The term "**Hazardous Material**" as used herein shall mean any underground storage tanks, landfills, or hazardous waste management facilities, petroleum (including crude oil or any fraction thereof), natural gas, natural gas liquids, liquefied natural gas, synthetic gas usable for fuel, or any combination or mixture thereof, asbestos, formaldehyde, lead or lead-based paint, radioactive solids, liquids, or gas, including, without limitation, radon gas, flammable explosive substances or materials, medical waste, polychlorinated biphenyls, toxic mold or fungi, per- and polyfluoroalkyl substances (PFAS), or any substance or material which is hazardous, noxious, toxic, carcinogenic, mutagenic, or otherwise injurious to or with respect to the environment or the health of human beings or regulated or controlled by any Environmental Law (collectively, "**Hazardous Materials**"). For the purposes of this Agreement, "**Environmental Law**" means any law, statute, ordinance, rule, regulation or legal requirement in effect at the Effective Date and/or the Closing pertaining to (i) the protection of health, safety, or the environment; (ii) the conservation, management, protection, or use of natural resources and wildlife; (iii) the protection or use of source water and groundwater; (iv) the management, manufacture, possession, presence, use, generation, transportation, treatment, storage, disposal, release, threatened release, abatement, removal, remediation, or handling of, or exposure to, any Hazardous Material; or (v) pollution (including any release to air, land, surface water and groundwater), and includes, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 USC 9601 *et seq.*, Solid Waste Disposal Act, as amended by the Resource Conservation Act of 1976 and Hazardous and Solid Waste Amendments of 1984, 42 USC 6901 *et seq.*, Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 USC 1251 *et seq.*, Clean Air Act of 1966, as amended, 42 USC 7401 *et seq.*, Toxic Substances Control Act of 1976, 15 USC 2601 *et seq.*, Hazardous Materials Transportation Act, 49 USC App. 1801, Occupational Safety and Health Act of 1970, as amended, 29 USC 651 *et seq.*, Oil Pollution Act of 1990, 33 USC 2701 *et seq.*, Emergency Planning and Community Right-to-Know Act of 1986, 42 USC App. 11001 *et seq.*, National Environmental Policy Act of 1969, 42 USC 4321 *et seq.*, Safe Drinking Water Act of 1974, as amended by 42 USC 300(f) *et*

*seq.*, the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§ 136 *et seq.*, the United States Department of Transportation Table, 49 CFR Part 172.101, *et seq.*, the Porter-Cologne Water Quality Control Act, California Water Code, Section 13000 *et seq.*, the Hazardous Waste Control Law, California Health and Safety Code, Division 20, Chapter 6.5, the Carpenter-Presley-Tanner Hazardous Substance Account Act, California Health and Safety Code, Division 20, Chapter 6.8, the Hazardous Materials Release Response Plans and Inventory, California Health and Safety Code, Division 20, Chapter 6.95, the Underground Storage of Hazardous Substances, California Health and Safety Code, Division 20, Chapter 6.7, Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, and any similar, implementing or successor law, and any amendment, rule, regulation, order or directive, issued thereunder.

10.1.7 Monitoring. To Seller's actual knowledge, except as disclosed in the Property Documents, there is no monitoring program required by the Environmental Protection Agency, the State Department of Toxic Substances Control, Regional Water Quality Control Board, or any similar state agency concerning the Property.

10.1.8 No Releases. During Seller's ownership of the Property, Seller has not permitted, caused or suffered any generation, manufacture, transportation, treatment, storage, handling, disposal, release or discharge of any Hazardous Materials at or affecting the Property except in compliance with all the Environmental Laws. To Seller's actual knowledge, except as disclosed in the Property Documents, during Seller's ownership of the Property no Hazardous Materials have been spilled, disposed of, or stored on, under, or at the Property, whether by accident, burying, drainage, or storage in containers, tanks, or holding areas, or by any other means.

10.1.9 Land Use Restrictions. To Seller's actual knowledge, except as described in the CRUP, 2003 Navy Quitclaim, 2010 Navy Quitclaim, and as disclosed in the Property Documents, Seller has received no written request, directive, administrative order or judicial order to impose any type of land use restriction or institutional control relating to Hazardous Materials on the Property.

10.1.10 Third Party Property Rights. Except as disclosed in the Title Report and except for the Possessory Agreements, there are no agreements granting any third party the right to possess or use the Property.

10.1.11 Maintenance Agreements. There are no maintenance, service or other agreements affecting or relating to the operation or management of the Property that will survive Closing and that cannot be terminated upon thirty (30) days' notice.

10.1.12 Mechanics' Liens. To the best of Seller's actual knowledge, there are no unsatisfied mechanics' or materialmen's lien rights concerning the Property.

10.1.13 OFAC Representations. Seller (A) is not listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury ("**OFAC**") pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) (the "**Order**") and other similar requirements contained in the rules and regulations of OFAC and in any enabling legislation or other Executive Orders or regulations

in respect thereof (the Order and such other rules, regulations, legislation or orders are collectively called, the “**Orders**”), and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the “**Lists**”); (B) is not a Person (as defined in the Orders) who has been determined by competent authority to be subject to the prohibitions contained in the Orders; and (C) is not owned or controlled by (including, without limitation, by virtue of such Person being a director or owning voting shares or interests), or acts for or on behalf of, any person on the Lists or any other Person who has been determined by competent authority to be subject to the prohibitions contained in the Orders.

10.2 Buyer Representations. Buyer represents and warrants to Seller as follows:

10.2.1 Authority. Buyer is a special district duly organized within and in good standing under the laws of the State of California. Buyer has full right, power, ability and lawful authority to perform its obligations hereunder and under the Transaction Documents, and Buyer’s execution, performance and delivery of this Agreement and the Transaction Documents have been duly authorized by all requisite actions on the part of Buyer.

10.2.2 No Litigation or Other Proceeding. No litigation or other proceeding (whether administrative or otherwise) is outstanding or has been threatened against Buyer which would prevent, hinder or delay the ability of Buyer to perform its obligations under any of the Transaction Documents.

10.2.3 No Bankruptcy. Buyer is not the subject of any bankruptcy proceeding, nor has Buyer (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by its respective creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of its assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of its assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally.

10.3 No Brokers. Seller and Buyer each warrants and represents that it has not engaged the services of any agent, finder or broker in connection with the transaction which is the subject of this Agreement, and that it is not liable for any real estate commissions, broker's fees or finder's fees which may accrue by means of the sale of the Property. Seller and Buyer agree to and do hereby indemnify and hold the other harmless from and against any and all costs, liabilities, losses, damages, claims, causes of action or proceedings which may result from any broker, agent or finder, licensed or otherwise, which it has employed in connection with the transaction covered by this Agreement.

10.4 Survival. All of the representations, warranties and covenants of Seller and Buyer set forth in this Section 10 shall survive the Closing and the recordation of the Tribe Quitclaim Deed for a period of forty-eight (48) months after the Closing (the “**Survival Period**”). With respect to any claims and matters covered by the Survival Period, neither Party shall have a right to bring any action or proceeding against the other Party as a result of any untruth or inaccuracy of such representations and warranties, or any such breach, unless (a) the

Party claiming the breach serves a written claim on the other Party within such Survival Period describing in reasonable detail the basis of the claim and (b) said Party thereafter commences and serves an action against the other Party within ninety (90) days after said Party gives such notice.

10.5 Actual Knowledge. As used herein, "actual knowledge" of Seller means knowledge that would have been acquired by an officer, director, or employee of the Seller upon appropriate inquiry and investigation.

10.6 "As-Is" Sale. Buyer acknowledges and agrees that prior to the Closing, Buyer will complete any and all inspections with respect to any and all aspects of the Property, as Buyer deems necessary or desirable. Buyer acknowledges and agrees that, except for the representations and warranties of Seller expressly set forth in this Agreement, Seller is not making, has not made, and expressly disclaims any representation or warranty, express or implied, with respect to any aspect or feature of the Property. Buyer acknowledges and agrees that, subject to the terms of this Agreement and except as otherwise expressly provided herein, Buyer agrees to accept the Property on an "AS-IS, WHERE-IS" and "WITH ALL FAULTS" basis.

By initialing below, Buyer acknowledges that it has read and understands the provisions of this Section 10.6.



BUYER'S INITIALS

11. Seller's Covenants. Seller shall cause the City to revise the Amended Judgment and thereafter use diligent efforts to pursue such Amended Judgment revision to completion. In addition, from and after the Effective Date until the Closing or earlier termination of this Agreement, Seller or Seller's agents shall:

11.1 Operation. Operate and maintain the Property or cause City to operate and maintain the Property substantially in accordance with Seller's current practices with respect to the Property. Seller shall maintain or cause City to maintain in existence all fire and extended coverage insurance policies and all general liability insurance covering the Property and any improvements thereon in the amounts, with companies and with such carriers as are currently in effect until the Closing.

11.2 Estoppel Certificates. Provide Buyer with Estoppel Certificates in accordance with Section 6.8.

11.3 No New Title Matters. Not create any New Title Matters or permit the Property to become subject to any New Title Matters.

11.4 Contracts. Terminate the Contracts, except for the Approved Contracts, on or before the Closing Date. Seller shall be responsible for payment of any termination fees due to third parties as a result of terminating such Contracts. Seller's obligation to pay such termination fees shall survive the Closing.

11.5 **No New Possessory Agreements.** Not market the Property to third parties and shall not enter into any Possessory Agreements, and cause City not to do any such marketing or enter into any such Possessory Agreements. At Closing, Seller will deliver possession of the Property to Buyer, free and clear of all Possessory Agreements, except for the Approved Possessory Agreements.

11.6 **Litigation.** Advise Buyer promptly of any order or judgment in any existing litigation and of any new litigation, arbitration proceeding or administrative hearing (including condemnation, foreclosure or bankruptcy) before any governmental authority which would affect the Property or which could materially and adversely affect Seller or Seller's ability to close the transactions contemplated by this Agreement.

11.7 **No Zoning Change.** Not initiate or consent to any zoning reclassification of the Property or any material change to any approved site plan, the Reuse Plan, or other land use entitlement affecting the Property.

11.8 **No Material Alterations.** Not make any material alterations or improvements to the Property without first obtaining Buyer's prior written consent, which consent shall not be unreasonably withheld.

11.9 **No Extractions.** Other than as part of ordinary landscaping maintenance, not extract any oil, minerals, fish or other marine or aquatic species, animals, plants, trees, crops, or derivative or part of any of the foregoing from the Property without first obtaining Buyer's prior written consent, which consent shall not be unreasonably withheld.

11.10 **Waiver of Tribal Claims.** Cause Tribe to take such actions and execute and deliver such documents as necessary to fully waive and release any claims Tribe may have with respect to ownership of the Development Areas, including any rights Tribe may have to cause all or a portion of the Development Areas to be taken into trust by the United States for the benefit of the Tribe.

12. **Condemnation or Casualty.** If prior to Closing, the Property, or any material portion thereof, is damaged by fire, earthquake, or other casualty, or is subject to a taking by a public authority, then Buyer shall have the right, exercisable by giving notice to Seller within fifteen (15) days after receiving written notice of such damage or taking, either (a) to terminate this Agreement, in which case neither party shall have any further rights or obligations hereunder, except that (i) Buyer and Seller shall each be responsible for one half (1/2) of any cancellation fees charged by the Escrow Agent and/or the Title Company and (ii) the Second Deposit Installment shall be refunded to Buyer, or (b) to accept the Property in its then condition and proceed with the Closing, and to receive an assignment of all of Seller's rights to any proceeds of insurance or condemnation awards payable by reason of such damage or taking. As used herein, the term "material" shall mean casualty to the Property which will, in the reasonable discretion of Buyer, cost more than twenty-five thousand dollars (\$25,000) to repair in full. Seller agrees to give Buyer prompt notice of any damage to or taking of the Property promptly after Seller receives notice of the same.

13. **Closing.**

13.1 Seller Deposits. At least two (2) business days prior to the Closing Date, Seller shall deposit into Escrow:

13.1.1 Tribe Quitclaim Deed. A quitclaim deed in the form of Exhibit G with respect to the Property (the "*Tribe Quitclaim Deed*"), executed and acknowledged by Seller;

13.1.2 Bill of Sale. An assignment and bill of sale pursuant to which Seller will assign to Buyer the Personal Property in the form attached hereto as Exhibit H.

13.1.3 Assignment of Possessory Agreements. An assignment and assumption of Possessory Agreements in the form attached hereto as Exhibit I (the "*Assignment of Possessory Agreements*"), executed by Seller, whereby the Seller assigns to the Buyer the Approved Possessory Agreements and the Buyer assumes performance of the obligations under the Approved Possessory Agreements as of the Closing Date.

13.1.4 Assignment of Contracts. An assignment and assumption of contracts in the form attached hereto as Exhibit J (the "*Assignment of Contracts*") executed by Seller, whereby the Seller assigns to the Buyer the Approved Contracts, and the Buyer assumes performance of the obligations under the Approved Contracts as of the Closing Date.

13.1.5 FIRPTA. An affidavit or qualifying statement which satisfies the requirements of Section 1445 of the Internal Revenue Code of 1986, as amended, and the regulations thereunder in a form acceptable to Buyer;

13.1.6 Form 593. California Form 593 or its equivalent stating either the amount of withholding required from Seller's proceeds or that Seller is exempt from such withholding requirement;

13.1.7 Authority Documents. Such documents of Seller authorizing the conveyance of the Property by Seller as are reasonably required by the Title Company;

13.1.8 Owner's Affidavit. A completed Owner's Affidavit acceptable to the Title Company; and

13.1.9 Seller Costs. Seller's share of costs and expenses plus or minus applicable prorations.

13.2 By Buyer. At least two (2) business days prior to the Closing Date, Buyer shall deposit into Escrow:

13.2.1 Certificate of Acceptance. A Certificate of Acceptance in the form attached to the Tribe Quitclaim Deed, executed and acknowledged by Buyer;

13.2.2 Purchase Price. The balance of the Purchase Price;

13.2.3 Buyer Costs. Buyer's share of costs and expenses plus or minus applicable prorations;

13.2.4 PCOR. A Preliminary Change of Ownership Report;

13.2.5 Authority Documents. Such documents of Buyer authorizing the purchase of the Property by Buyer as are reasonably required by the Title Company.

13.3 Prorations and Credits.

13.3.1 Property Taxes. Escrow Agent shall pay and charge Seller for the portion of the tax bill installment that is currently due and payable and assessments and any penalties and interest thereon allocable to the period prior to the Closing. Escrow Agent shall also pay and charge Seller for any unpaid delinquent property taxes and/or penalties and interest thereon, and for any delinquent assessments or bonds against the Property. The portion of current property taxes which would otherwise be allocable to the period after the Closing shall not be allocated, as Buyer is exempt from payment of property taxes. Seller shall have the sole right, after Closing, to apply to the Contra Costa County Tax Collector for a refund of any excess property taxes which have been paid by Seller with respect to the Property. This refund would apply to the period after Buyer's acquisition of the Property, pursuant to Revenue and Taxation Code Section 5096.7.

13.3.2 Rents or License Fees. Rents, license fees, operating expense reimbursements, additional rent and other charges payable to the Seller under the existing agreements applicable to the Property (collectively, "**Rents**") shall be prorated as of the Closing based upon a thirty (30) day month and a three hundred sixty (360) day year; Seller shall assign rent arrears to Buyer whereupon Buyer shall pay rent arrears to Seller when and as collected, less Buyer's attorneys' fees or collection agency charges provided however that Buyer shall have no obligation to pursue any past due or delinquent rent and if and to the extent Buyer collects any amounts from any Tenant subsequent to the Closing such amounts shall be applied first and foremost to rent obligations then due or thereafter to become due from such Tenant. Within three (3) business days following the Effective Date and at the Closing, Seller shall provide to Buyer and Escrow Agent an updated schedule of any and all past due or delinquent rents owing in connection with the Property.

13.3.3 Utilities. If any utility services are presently being provided to or serving the Property, Seller will pay (or cause to be paid) for such services up to and including the Closing, but thereafter any such services in the name of Seller shall be terminated by Seller. If necessary, the parties shall refund or repay such sums as shall be necessary to affect such apportionment. Buyer is responsible for obtaining its own utility account(s) for utility services to the Property and for all utility charges associated therewith after the Closing. This Section 13.3.3 shall survive Closing for the Survival Period.

13.3.4 Security Deposits. Security deposits paid by Tenants shall be fully credited to Buyer at the Closing.

13.3.5 Adjustments. If any errors or omissions are made regarding adjustments and prorations as aforesaid, the parties shall make the appropriate corrections promptly upon the discovery thereof. If any estimations are made at the Closing regarding adjustments or prorations, the parties shall make the appropriate correction promptly when

accurate information becomes available. Any corrected adjustment or proration shall be paid in cash to the party entitled thereto. This provision shall survive the Closing and delivery of the Quitclaim Deed for the Survival Period.

14. **Default.**

14.1 **Liquidated Damages for Buyer Default; Limitation on Liability.** IF THE CLOSING DOES NOT OCCUR DUE TO BUYER COMMITTING A DEFAULT UNDER THIS AGREEMENT, THEN IN ANY SUCH EVENT, PROVIDED THAT SELLER IS NOT IN DEFAULT OF ITS OBLIGATIONS HEREUNDER, THE ESCROW AGENT MAY BE INSTRUCTED BY SELLER, AND SELLER SHALL BE ENTITLED TO SO INSTRUCT ESCROW AGENT, TO CANCEL THE ESCROW AND SELLER SHALL THEREUPON BE RELEASED FROM ITS OBLIGATIONS HEREUNDER. BUYER AND SELLER AGREE THAT BASED UPON THE CIRCUMSTANCES NOW EXISTING, KNOWN AND UNKNOWN, IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO ESTABLISH SELLER'S DAMAGE BY REASON OF BUYER'S DEFAULT. ACCORDINGLY, BUYER AND SELLER AGREE THAT, IN THE EVENT OF DEFAULT BY BUYER UNDER THIS AGREEMENT, IT WOULD BE REASONABLE AT SUCH TIME TO AWARD SELLER "LIQUIDATED DAMAGES" EQUAL TO THE AMOUNT REPRESENTED BY THE DEPOSIT, AND SELLER SHALL BE ENTITLED TO RETAIN THE DEPOSIT, TOGETHER WITH ANY INTEREST ACCRUED THEREON AS SELLER'S SOLE AND EXCLUSIVE REMEDY AT LAW AND EQUITY.

SELLER: D+D

BUYER: SBL.

14.2 **Seller's Default.** In the event the sale of the Property as contemplated hereunder is not consummated due to Seller's default hereunder, Buyer shall be entitled, as its sole remedy, either (i) to be reimbursed by Seller for legal and other expenses incurred in conducting its investigations, analyzing the Property Documents during the Due Diligence Period, completing a Survey and reviewing the Survey and Title Report, and negotiating this Agreement up to a maximum amount of \$100,000 and to receive the return of the Deposit, which return shall operate to terminate this Agreement and release Seller from any and all liability hereunder, or (b) to enforce specific performance of Seller's obligation to convey the Property to Buyer in accordance with the terms of this Agreement, provided that Buyer files an arbitration action for specific performance on or before thirty (30) days following the date upon which Closing was to have occurred, it being understood and agreed that the remedy of specific performance shall not be available to enforce any other obligation of Seller hereunder. Buyer expressly waives its rights to seek damages in the event of Seller's default hereunder provided, however, no such default shall be deemed to have occurred unless and until Buyer has given Seller written notice thereof, describing the nature of the default, and Seller has failed to cure such default within five days after receipt of such notice (and the Closing shall be extended, if necessary, to allow the Seller the full five day period).

15. **Indemnification Against Claims.** Seller shall indemnify, hold harmless and defend (with counsel reasonably acceptable to Buyer) Buyer against any and all costs, liabilities, losses, damages, claims, causes of action, proceedings, attorneys' fees, expert witness fees, and court costs which may result from Seller's obligations related to the disposition of the

Development Areas, provided, however, that the term, “defend” shall not be interpreted as consent by Seller, the Tribe, or any arm of the Tribe, to the jurisdiction of any court or any judicial forum for claims not covered by Section 33. Seller’s obligations in this Section 15 shall survive the Closing for the Survival Period.

16. **Attorneys’ Fees.** Except as provided in Section 14.2 and this Section 16, each party shall be responsible for their respective legal fees in connection with the preparation of this Agreement and the transaction contemplated by the Agreement, whether or not the Closing occurs. This Section 16 shall survive the Closing.

16.1 **Seller Reimbursable Costs.** If the Closing occurs, Buyer shall reimburse Seller outside of Escrow for its actual third party costs for legal, professional and consulting services (plus 20% for administrative costs incurred in the case of professional and consulting services), plus other related fees and costs incurred in maintaining, marketing, evaluating, negotiating, implementing, and otherwise managing the Developable Areas, including fees and expenses of outside counsel and other consultants related to any Point Molate environmental reviews/compliance, in an amount not to exceed One Million Dollars (\$1,000,000) (“***Seller Reimbursable Costs***”). Within ten (10) business days after the Closing, Seller shall provide Buyer with an invoice or invoices including such information as reasonably requested by Buyer evidencing all of the Seller Reimbursable Costs. Buyer shall pay the invoice or invoices within thirty (30) calendar days of their receipt. This Section 16.1 shall survive the Closing.

16.2 **Disputes Arising Out of this Agreement.** In the event any declaratory or other legal or equitable action is instituted between Seller, Buyer and/or Escrow Agent in connection with this Agreement, then as between Buyer and Seller, the prevailing party shall be entitled to recover from the losing party all of its costs and expenses, including court costs and reasonable attorneys’ fees, and all fees, costs and expenses incurred on any appeal or in collection of any judgment.

17. **Satisfaction of Amended Judgment.** Within ten (10) days after Closing, Seller shall file a satisfaction of the Amended Judgment with the Court, as revised pursuant to Section 8.1, Revision to Amended Judgment. Seller shall use best efforts to cause Upstream and the City to also file in support of satisfaction of the Amended Judgment. Seller shall also use best efforts to cause the Court to approve satisfaction of the Amended Judgment. This Section 17 shall survive Closing.

18. **Notices.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by email, reputable overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received upon the earlier of: (i) if personally delivered, the date of delivery to the address of the person to receive such notice; (ii) if mailed, three (3) business days after the date of posting by the United States post office; (iii) if delivered by Federal Express or other overnight courier for next business day delivery, the next business day; or (iv) if sent by email, with the original sent on the same day by overnight courier for next business day delivery, the date on which the email is received, provided that if the email is received after 5:00 P.M. Pacific Time the email shall be deemed received the next day. Notice of change of address shall be given by written notice in the manner described in this Section 18. Rejection or other refusal to

accept or the inability to deliver because of a change in address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Unless changed in accordance herewith, the addresses for notices given pursuant to this Agreement shall be as set forth below.

If to Buyer: East Bay Regional Park District  
Attn: Becky Bremser, Chief of Land Acquisition  
2950 Peralta Oaks Court  
Oakland, CA 94605  
Tel: (510) 544-2610  
Email: [bbremser@ebparks.org](mailto:bbremser@ebparks.org)

With a copies to: East Bay Regional Park District  
Attn: Jason Rosenberg, Assistant General Counsel  
2950 Peralta Oaks Court  
Oakland, CA 94605  
Tel: 510-544-2007  
Email: [jrosenberg@ebparks.org](mailto:jrosenberg@ebparks.org)

And: Burke, Williams & Sorensen  
Attn: Gerald J. Ramiza  
1999 Harrison Street, Suite 1650  
Oakland, CA 94612  
Tel: (510) 273-8780  
Email: [jramiza@bwslaw.com](mailto:jramiza@bwslaw.com)

If to Seller: Point Molate Futures LLC  
Attn: Donald Duncan, Manager  
621 Medicine Way, Suite B  
Ukiah, CA 95482  
Tel: (707)462-3682  
Email: [admin@guidiville.net](mailto:admin@guidiville.net)

If to Tribe: Guidiville Rancheria of California  
Attn: Donald Duncan, Chairman  
621 Medicine Way, Suite B  
Ukiah, CA 95482  
Tel: (707)462-3682  
Email: [admin@guidiville.net](mailto:admin@guidiville.net)

With a Copy to: Crowell Law Office Tribal Advocacy Group  
Attn: Scott Crowell  
Tel: (425) 802-5369  
Email: [scottcrowell@clotag.net](mailto:scottcrowell@clotag.net)

19. **Construction.** Headings at the beginning of each Section and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to Sections and subparagraphs are to this Agreement. All exhibits referred to in this Agreement are attached and incorporated by this reference.

20. **Entire Agreement.** This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understanding of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

21. **Governing Law.** This Agreement and the exhibits attached hereto have been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California, without reference to its choice of law provisions.

22. **Waiver.** The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

23. **Invalidity of Provision.** If any provision of this Agreement as applied to any party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

24. **Amendments.** No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing by Buyer and Seller.

25. **Counterpart Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

26. **Electronic Signatures.** The parties hereby acknowledge and agree that facsimile signatures or signatures transmitted by electronic mail in so-called "pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered. Seller and Buyer (i) intend to be bound by the signatures on any document sent by facsimile or electronic mail, (ii) are aware that the other party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signatures.

27. **Time of Essence.** Time is of the essence of each provision of this Agreement.

28. **Binding Upon Successors.** The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereof.

29. **Not an Offer.** This Agreement is transmitted for examination only and does not constitute an offer, and the Agreement shall not become effective until a fully executed original hereof shall be delivered to Buyer and Seller.

30. **Computation of Time.** The time in which any act is to be done under this Agreement is computed by excluding the first day (such as the day escrow opens), and including the last day, unless the last day is a holiday or Saturday or Sunday, and then that day is also excluded. The term "holiday" shall mean all holidays as specified in Section 6700 and 6701 of the California Government Code. If any act is to be done by a particular time during a day, that time shall be Pacific Time Zone time.

31. **Legal Advice.** Each party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

32. **Cooperation.** Buyer and Seller agree to execute such instruments and documents and to diligently undertake all actions pursuant to the provisions hereof in order to consummate the purchase and sale herein contemplated and shall use their commercially reasonable efforts to accomplish the Closing in accordance with the provisions hereof; provided, however, Seller and Buyer shall not be required to execute or deliver any document or instrument that materially increases any of either party's obligations or materially decreases either party's rights under the terms and provisions of this Agreement.

33. **Dispute Resolution and Limited Sovereign Immunity Waiver.**

33.1 Waiver of Sovereign Immunity/Actions at Law or in Equity

33.1.1 The Tribe (which, for purpose of this Section 33, includes Seller) hereby expressly waives its right of sovereign immunity from unconsented suit, but only for the limited purposes of (i) permitting the commencement, maintenance and enforcement of arbitration including injunctive relief in aid of arbitration by Buyer to enforce its rights under this Agreement for the limited purposes of specific performance, injunction, actual contract damages, possession and any other purposes necessary to fully enforce any and all terms of this Agreement and (ii) enforcing Buyer's rights under Section 15. This limited waiver of sovereign immunity extends only to Buyer and the Tribe. The Tribe's grant of this limited waiver of its right of sovereign immunity herein shall be effective, if, and only if, each and every one of the following conditions is met: (i) the claim is brought by only by Buyer and not by any third party; (ii) the claim alleges a breach by the Tribe of one or more of the specific obligations or duties expressly assumed by it under the terms of this Agreement or seeks an interpretation of a provision of the Agreement; (iii) the claim seeks some specific action, or discontinuance of some action, by the Tribe to bring it into full compliance with the duties and obligations expressly assumed by it

under this Agreement or seeks money damages (excluding special, consequential, incidental, punitive, or exemplary damages); and (iv) the parties to this Agreement have engaged in the dispute resolution process set forth in Section 33.2. Notwithstanding the foregoing conditions, nothing in this Section shall preclude Buyer from exercising its full range of rights and recourse with respect to this Agreement between the Tribe and Buyer, including any expedited rights following demand by Buyer.

33.1.2 This limited waiver is applicable to Buyer only, and does not apply to third parties. This limited waiver shall also not be construed as a waiver of any immunity of any elected or appointed officer, official, member, manager, employee or agent of the Tribe except for enforcement of any award given under the arbitration agreement set forth in this Agreement. In no instance shall enforcement of any kind be allowed against any assets of the Tribal government itself, except to the extent those assets derive from this Agreement. The Tribe further agrees to produce resolutions evidencing its consent to waive their respective right of sovereign immunity, subject to the limitations and conditions contained herein, and that such waivers shall be effective during the term of this Agreement.

### 33.2 Dispute Resolution.

33.2.1 Notice/Negotiation. If either party to this Agreement believes the other party has failed to comply with the requirements set forth in this Agreement, or if a dispute arises as to the proper interpretation of this Agreement, then either party to this Agreement may serve a written notice on the other party specifying the specific provision or provisions of this Agreement, and detailing the factual bases for any alleged non-compliance and/or the interpretation proposed by the party providing notice. The notice shall be delivered in accordance with the terms of this Agreement. Within five (5) Business Days after delivery of such notice, a designated representative of each party shall meet, in person or by teleconference, in an effort to resolve the dispute through discussion and negotiation. Should the parties fail in good faith to meet with five (5) Business Days, either party may begin the arbitration process set forth in Section 33.2.2.

33.2.2 Arbitration. If the parties fail to resolve such dispute pursuant to Section 33.2.1 within fifteen (15) Calendar Days of their initial meeting, upon a demand of either party, the dispute shall be settled through binding arbitration at a neutral location and, unless otherwise agreed upon by the parties, the arbitration shall be conducted in accordance with the JAMS Comprehensive Arbitration Rules and Procedures ("Rules") revised as of March 26, 2007 as modified by the following:

(a) Demand for Arbitration. The moving party to this Agreement may serve on the other party a written notice of claims for arbitration of the dispute, in accordance with JAMS Rule 9. The notice shall be sent to the parties to this Agreement in accordance with the terms of this Agreement and shall contain a statement setting forth the nature of the dispute and the remedy sought. The other party shall file a response and any counterclaim within fourteen (14) Calendar Days, in accordance with JAMS Rule 9. Failure to provide a response shall not delay the arbitration. In the absence of such response, all claims set forth in the demand shall be deemed denied by the non-responding party.

(b) Arbitrators. Unless the parties agree in writing to the appointment of a single arbitrator, the arbitration shall be conducted before a panel of three arbitrators. In the absence of an agreement to a single arbitrator, within twenty (20) Calendar Days of the receipt by JAMS of the demand for arbitration by the moving party, JAMS shall select the three arbitrators from its panel list. Unless the parties agree otherwise, at least one of the arbitrators on the panel shall be an attorney or retired judge with knowledge and experience related to federal Indian law and at least one shall possess experience with real property law. Once the panel is impaneled, there shall be no ex parte contact with the arbitrators, except for contacts with the office of the panel chair regarding scheduling or purely administrative matters that do not relate to substantive matters or the merits of the issues before the panel.

(c) Neutrality of the Arbitrators. All arbitrators shall be independent and impartial. Upon selection, each arbitrator shall promptly disclose in writing to the panel and the parties any circumstances that might cause doubt regarding the arbitrator's independence or impartiality. Such circumstances may include, but shall not be limited to, bias, interest in the result of the arbitration and past or present relations with either party or its counsel. Following such disclosure, any arbitrator may be challenged in accordance with JAMS Rule 15.

(d) Cost of Arbitration. The costs of arbitration shall be borne equally by the parties. The attorneys' fee provision in Section 16 is applicable to arbitration.

(e) Preliminary Conference/Hearing. The panel shall hold an initial pre-hearing conference no later than fifteen (15) Calendar Days following the receipt of the response by the response party and shall permit discovery and make other applicable decisions in accordance with JAMS Rule 17, except as set forth below. Unless the parties agree otherwise, or unless the panel determines that compelling circumstances exist which demand otherwise, the arbitration shall be completed within one hundred twenty (120) Calendar Days after the initial pre-hearing conference. The parties agree that the arbitrator shall have the authority to issue emergency injunctive decisions upon petition by either party.

(f) Discovery.

(i) Documents. Consistent with the expedited nature of arbitration, each party will, upon the written request of the other party, promptly provide the other with copies of all non-privileged documents requested by such party. Except as permitted by the panel, all written discovery shall be completed within sixty (60) Calendar Days following the initial pre-hearing conference. Any dispute regarding discovery, or the relevance or scope thereof, shall be determined by the panel, whose determination shall be conclusive.

(ii) Depositions. Consistent with the expedited nature of arbitration and unless the parties agree otherwise, a party, upon providing written notice to the other party, shall have the right to take the depositions of up to five witnesses (including experts and non-party witnesses), each of which shall last no longer than one day. Unless the parties agree otherwise, additional depositions shall be scheduled only with the permission of the panel and for good cause shown. A party's need to take the deposition of a witness who is not expected to be available for an arbitration hearing shall be deemed to be good cause. Except as permitted

by the panel, all depositions shall be concluded within seventy-five (75) Calendar Days following the initial pre-hearing conference. All objections that might be raised to deposition testimony shall be reserved for the arbitration hearing, except for objections based on privilege, proprietary or confidential information, and objections to form or foundation that could be cured if raised at the deposition.

(g) Injunctive Relief In Aid Of Arbitration. The parties may seek in a court of competent jurisdiction (1) provisional or ancillary remedies, including preliminary injunctive relief, pending the outcome of an arbitration proceeding, or (2) permanent injunctive relief to enforce an arbitration award.

(h) Arbitration hearing.

(i) Notice/transcript. Unless the parties agree otherwise, the panel shall provide the parties with at least thirty (30) Calendar Days notice of the date of the arbitration hearing. Unless the parties agree otherwise, there shall be a stenographic record made of the hearing, with the cost to be shared equally by the parties. The transcript shall be the official record of the proceeding.

(ii) Last, best offer format. The arbitrators shall conduct each arbitration proceeding using the “last, best offer” format, unless either party opts out of the “last, best offer” arbitration format.

(iii) No later than twenty (20) Calendar Days before the arbitration hearing (or twenty (20) Calendar Days before the date the dispute is to be submitted to the panel for decision if oral hearings have been waived), each party shall submit to the panel and the other party its last, best offer for those issues that will be decided using the last, best offer format.

(iv) Except as otherwise provided in this Section for each issue to be decided using the last, best offer format, the panel shall, for its decision on the issue, adopt one of the last, best offers submitted and no other remedy (excepting only remedies in aid of the panel’s decision).

(v) Opting out of last, best offer format. Unless the parties agree otherwise, either party desiring to opt out of the “last, best offer” arbitration format shall serve a written notice of its election no later than twenty (20) Calendar Days before the arbitration hearing (or twenty (20) Calendar Days before the date the dispute is to be submitted to the panel for decision if oral hearings have been waived). The notice shall:

(1) Identify with specificity the issue or issues that the arbitrators will decide without using the “last, best offer” arbitration format; or

(2) State that the arbitrators will not use the “last, best offer” arbitration format.

(i) Decision of the Panel. The decision of the panel shall be in writing, setting forth detailed findings of fact and conclusions of law and a statement regarding

the reasons for the disposition of each claim. The written decision of the panel shall be made promptly and, unless otherwise agreed to by the parties, no later than thirty (30) Calendar Days from the date of the closing of the hearing or, if oral hearings have been waived, no later than thirty (30) Calendar Days from the date the dispute is submitted to the panel for decision. The panel may take additional time to render its decision if the panel determines that compelling circumstances require additional time. The panel may issue awards in accordance with JAMS Rule 24. The decision of the majority of the arbitrators shall be final, binding, and non-appeasable, except for a challenge to a decision on the grounds set forth in 9 U.S.C. § 10.

(j) Appeal. The Parties agree to the optional appeal procedure provided in the JAMS Optional Arbitration Appeal Procedure of June 2003.

(k) Governing Law. Title 9 of the United States Code (the United States Arbitration Act) and the Rules shall govern the interpretation and enforcement of this Section with the exception of the scope of any waiver of sovereign immunity, which shall be governed by federal law. In the event that the panel must apply the law of a jurisdiction for the interpretation of a provision of this Agreement, the parties hereby agree that the panel shall use the law of the state of California unless another jurisdiction is otherwise mutually agreed by the parties. This provision is for interpretive reasons only and does not affect the sovereignty of the Tribe in any way.

(l) Judicial Confirmation. Judgment upon any award rendered by the panel may be entered in any court having competent jurisdiction.

33.2.3 Injunctive Relief. The parties acknowledge that, although negotiation followed by arbitration is the preferred method of dispute resolution, nothing herein shall impair any rights of either party to seek in any court of competent jurisdiction injunctive relief to maintain the status quo or protect interests pending resolution by arbitration, or injunctive relief and/or a judgment to enforce an award rendered by an arbitration panel, subject to the restrictions contained herein.

33.2.4 Buyer and the Tribe hereby consent to the jurisdiction of the United States District Court for the Northern District of California, the United States Court of Appeals for the 9th Circuit, and for the United States Supreme Court or in the event that the federal courts decline to exercise jurisdiction, then, and only then, the courts of the state of California, but they do so separately and collectively solely for the purposes of (1) forcing arbitration pursuant to this Agreement and enforcing an arbitral award entered in connection with the resolution of a dispute arising out of this Agreement, including but not limited to enforcement of Buyer's rights in Section 15, or (2) the injunctive relief set for in Section 33.2.3 above. No other action may be maintained in any court of law, and the Tribe does not consent to such.

33.2.5 During the pendency of any such dispute, controversy or claim, each of the parties hereto shall continue to have the rights, duties and obligations set forth in this Agreement, and shall continue to perform its duties and obligation hereunder. Subject to the terms on which such dispute, controversy or claim is resolved pursuant to this Section, each of the parties hereto shall continue to have the rights, duties and obligations set forth in this

Agreement, and shall continue to perform its duties and obligation hereunder after the resolution of such dispute, controversy or claim.

33.2.6 The Tribe hereby waives its rights (1) to have any dispute, controversy, suit, action or proceeding arising under this Agreement heard in any forum other than the ones set forth in Section 33.2.3 whether or not such forum now exists or is hereafter created including, without limitation, any Tribal court or other tribunal, forum, council or adjudicative body of the Tribe (each a "Tribal Forum") and (2) any claim or right which it may possess to the exercise of jurisdiction by any Tribal Forum, including, without limitation, any determination that any Tribal Forum has jurisdiction over any such dispute, controversy, suit, action or proceeding or jurisdiction to determine the scope of such Tribal Forum's jurisdiction, and Buyer does not consent to the jurisdiction of any Tribal Forum.

33.2.7 The Tribe hereby waives any requirement which may exist for exhaustion of any remedies available in any Tribal Forum prior to the commencement of any dispute, controversy, suit, action or proceeding in any state or federal court even if any such Tribal Forum would have concurrent jurisdiction over any such dispute, controversy, suit, action or proceeding but for such waiver.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, Buyer, Seller, and Tribe have executed this Agreement on the respective dates set forth below.

**BUYER:**

**EAST BAY REGIONAL PARK DISTRICT,**  
a California special district

By:   
\_\_\_\_\_  
Sabrina Landreth, its General Manager

Date: 11/01/2024

**SELLER:**

**POINT MOLATE FUTURES LLC,**

a Delaware limited liability company, an entity wholly owned by the Guidiville Rancheria of California

By: Donald Duncan  
Donald Duncan, Manager

Date: 10-31-2024

**TRIBE:**

GUIDIVILLE RANCHERIA OF CALIFORNIA, a federally recognized Indian tribe

By: Donald Duncan  
Donald Duncan, Chairman

Date: 10-31-2024

**ESCROW AGENT RECEIPT**

The undersigned Escrow Agent hereby acknowledges receipt of a fully executed version of this Agreement. The Escrow Agent agrees to hold and disburse the Deposit in accordance with the provisions of this Agreement. The Escrow Agent further agrees that it shall be responsible for all reporting to the Internal Revenue Service relating to the transaction contemplated by this Agreement that is required under Section 6045 of the Internal Revenue Code of 1986, as amended.

EXECUTED as of the \_\_\_\_\_ day of \_\_\_\_\_ 2024.

Old Republic Title Company

By: \_\_\_\_\_  
Julie Massey, Escrow Officer

**Exhibit A**

**Map of Point Molate**



**Exhibit B**

**Property Description**

Lots 1 through 44, inclusive, as shown on the map of Tract 9611, filed May 9, 2022 in Book 550 of Maps at Pages 48 through 65, Contra Costa County Records.

**Exhibit C**

**Map of Property**

**Lots 1 through 44 shown on Sheet 6 and 13 of Subdivision Map 9611  
NOT A PART: Lands of Chevron USA Inc.; Parcels A, B, C, D, E, F, G, M1, M3, W1, W2**

**[Attached]**

**OWNER'S STATEMENT:**

THE UNDERSIGNED, CITY OF RICHMOND, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA, DOES HEREBY STATE THAT THEY ARE THE OWNERS OF ALL THE LAND DELINEATED UPON AND EMBRACED WITHIN THE EXTERIOR SUBDIVISION BOUNDARY LINES OF THE HEREIN EMBODIED MAP ENTITLED "SUBDIVISION MAP 9611", CONSISTING OF EIGHTEEN (18) SHEETS, THIS STATEMENT BEING ON SHEET ONE (1) THEREOF; THAT SAID CITY OF RICHMOND, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA, ACQUIRED TITLE BY VIRTUE OF THE GRANT DEEDS RECORDED SEPTEMBER 30, 2003, DOC NO. 2003-0489200, AND MARCH 29, 2010, DOC NO. 2010-0060367 OFFICIAL RECORDS OF CONTRA COSTA COUNTY; AND DO HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS MAP.

THE UNDERSIGNED DOES HEREBY STATE THAT THE REAL PROPERTY DESCRIBED BELOW IS RESERVED AND DEDICATED IN FEE FOR PUBLIC PURPOSES: THOSE STRIPS OF LAND DESIGNATED HEREIN AS PARCEL M1, PARCEL M2, AND PARCEL M3 AS EMBRACED WITHIN THE BOUNDARY OF THE HEREIN EMBODIED MAP, FOR THE USES AND PURPOSES OF PUBLIC STREETS.

THE UNDERSIGNED ALSO DOES HEREBY STATE THAT THE REAL PROPERTY DESCRIBED BELOW IS RESERVED AND DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREA DESIGNATED AS A PUBLIC ACCESS AND UTILITY EASEMENT (PAUE) FOR THE PURPOSES OF VEHICULAR INGRESS AND EGRESS, PEDESTRIAN INGRESS AND EGRESS, AND UTILITIES.

THE UNDERSIGNED ALSO DOES HEREBY STATE THAT THE REAL PROPERTY DESCRIBED BELOW IS RESERVED AND DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREA DESIGNATED AS A PUBLIC ACCESS EASEMENT (PAE) FOR THE PURPOSES OF VEHICULAR INGRESS AND EGRESS, PEDESTRIAN INGRESS AND EGRESS.

THE UNDERSIGNED DOES HEREBY STATE THAT THE REAL PROPERTY DESCRIBED BELOW IS RESERVED AND DEDICATED IN FEE FOR PUBLIC PURPOSES: THOSE PARCELS OF LAND DESIGNATED HEREIN AS PARCEL A, PARCEL C, PARCEL D, PARCEL E, PARCEL F, PARCEL G, PARCEL W1 AND PARCEL W2 AS EMBRACED WITHIN THE BOUNDARY OF THE HEREIN EMBODIED MAP, FOR THE USES AND PURPOSES OF PUBLIC OPEN SPACE.

IN WITNESS WHEREOF, I HAVE CAUSED THIS STATEMENT TO BE EXECUTED THE DATE HEREUNDER WRITTEN.

OWNER: CITY OF RICHMOND, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA  
 BY: Tom Burt DATE: MAY 9, 2022  
 PRINTED NAME: TOM BURT  
 TITLE: Mayor

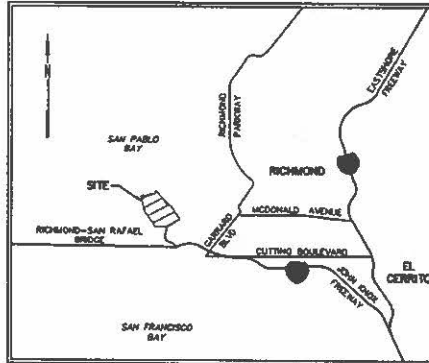
**OWNER'S ACKNOWLEDGMENT:**

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 Contra Costa  
 ON May 9, 2022, 2022, BEFORE ME Sabrina Lundy, A NOTARY PUBLIC, PERSONALLY APPEARED Tom Burt WHO 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/HEY 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.

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  
 SIGNATURE: Sabrina Lundy Sabrina Lundy  
 NOTARY PUBLIC IN AND FOR PRINTED NAME  
 SAID COUNTY AND STATE  
 PRINCIPAL PLACE OF BUSINESS: City of Richmond, California  
 COMMISSION DATES: July 6, 2023  
 COMMISSION NUMBER: 2342457



VICINITY MAP  
 NOT TO SCALE

**CITY CLERK'S STATEMENT:**

I, PAMELA CHRISTIAN, CITY CLERK AND EX-OFFICIO OF THE CITY COUNCIL OF THE CITY OF RICHMOND, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE ABOVE AND FOREGOING MAP ENTITLED "SUBDIVISION MAP 9611" WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A REGULAR MEETING THEREOF, HELD ON THE 3rd DAY OF May, 2022, AND THAT SAID CITY COUNCIL DID THEREUPON, BY RESOLUTION DULY PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP, AND ACCEPTED ON BEHALF OF THE PUBLIC THE FOLLOWING PARCELS OF LAND, RIGHTS OF WAY, AND EASEMENTS: PARCEL M1, PARCEL M2, PARCEL M3, PARCEL C, PARCEL D, PARCEL E, PARCEL F, PARCEL G, PARCEL W1, PARCEL W2, PUBLIC ACCESS AND UTILITY EASEMENT (PAUE), AND PUBLIC ACCESS EASEMENT (PAE) OFFERED FOR DEDICATION TO THE PUBLIC FOR USE IN CONFORMITY WITH THE TERMS OF THE OFFERS OF DEDICATION WHICH RESERVATION, DEDICATION AND ACCEPTANCE SHALL SURVIVE CONVEYANCE OF THE PROPERTY.

PURSUANT TO SECTIONS 66434(i) AND 66499.20.2 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE FOLLOWING EASEMENTS ARE HEREBY ABANDONED: AN EASEMENT FOR A PUBLIC ROAD, RECORDED AUGUST 6, 1986, IN BOOK 13044 AT PAGE 945 OF OFFICIAL RECORDS OF CONTRA COSTA COUNTY.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS 04th DAY OF May, 2022.  
Pamela Christian  
 PAMELA CHRISTIAN, CITY CLERK  
 OF THE CITY OF RICHMOND,  
 COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA

**COMMUNITY DEVELOPMENT DIRECTOR'S STATEMENT:**

I HEREBY STATE THAT THE PLANNING COMMISSION OF THE CITY OF RICHMOND, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, HAS APPROVED THE TENTATIVE MAP UPON WHICH THIS FINAL MAP IS BASED.

DATE: May 9, 2022  
Uri Velasco  
 URIA VELASCO  
 COMMUNITY DEVELOPMENT DIRECTOR  
 CITY OF RICHMOND, CALIFORNIA

**SOILS REPORT:**

A SOILS REPORT WAS PREPARED BY ENGeo INCORPORATED, DATED NOVEMBER 17, 2021, PROJECT NO. 7102000001, SIGNED BY SIOBHAN O'NEILLY-SHAW, JOSEF J. TOOTLE, AND PHIL STURCHELI AND IS ON FILE AT THE OFFICE OF THE CITY ENGINEER.

**CLERK OF THE BOARD OF SUPERVISORS' STATEMENT:**

I, MONICA NIÑO, CLERK OF THE BOARD OF SUPERVISORS AND COUNTY ADMINISTRATOR OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DO HEREBY CERTIFY, AS CHECKED BELOW, THAT:

AN APPROVED BOND HAS BEEN FILED WITH THE BOARD OF SUPERVISORS OF SAID COUNTY AND STATE IN THE AMOUNT OF \$ \_\_\_\_\_ CONDITIONED FOR THE PAYMENT OF ALL THE TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES WHICH ARE NOW A LIEN AGAINST SAID LAND OR ANY PART THEREOF BUT NOT YET PAYABLE, AND WAS DULY APPROVED BY SAID BOARD IN SAID AMOUNT.

ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES HAVE BEEN PAID, AS CERTIFIED BY THE TREASURER-TAX COLLECTOR OF THE COUNTY OF ALAMEDA.

IDEMIT

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS 9th DAY OF May, 2022.

MONICA NIÑO  
 CLERK OF THE BOARD OF SUPERVISORS AND  
 COUNTY ADMINISTRATOR OF THE COUNTY  
 CONTRA COSTA, STATE OF CALIFORNIA  
 BY: Neena Boud  
 DEPUTY COUNTY CLERK, Stacy M. Boyd



**COUNTY RECORDER'S STATEMENT:**

THIS MAP ENTITLED, "SUBDIVISION MAP 9611", IS HEREBY ACCEPTED FOR RECORDED SHOWING A CLEAR TITLE PURSUANT TO THE LETTER OF TITLE WRITTEN BY Old Republic Title Company, DATED 05/09/2022, AND AFTER EXAMINING THE SAME, I DEEM THAT SAID MAP COMPLIES IN ALL RESPECTS WITH THE PROVISIONS OF STATE LAW AND LOCAL ORDINANCES GOVERNING THE FILING OF SUBDIVISION MAPS.

FILED THIS 9th DAY OF MAY, 2022, AT 3:27 P.M. IN BOOK 520 OF MAPS AT PAGES 48-49 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF CONTRA COSTA AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.

DEBORAH COOPER  
 COUNTY RECORDER IN AND FOR  
 THE COUNTY OF CONTRA COSTA,  
 STATE OF CALIFORNIA  
 BY: Alicia Torres  
 DEPUTY COUNTY RECORDER

Document 2022-0074892

**SHEET INDEX:**

- SHEET 1: STATEMENTS AND VICINITY MAP
- SHEET 2: STATEMENTS, NOTES AND BASIS OF BEARINGS
- SHEET 3: EXISTING BOUNDARY
- SHEET 4: EXISTING BOUNDARY LINE TABLES
- SHEET 5: EXISTING BOUNDARY DETAILS
- SHEET 6: NEW PARCEL OVERVIEW AND KEY SHEET
- SHEET 7: LOTS 1 THROUGH 3 AND PARCELS A THROUGH C
- SHEET 8: LOT 4 & PARCEL E
- SHEET 9: LOT 5, PARCEL F AND PARCEL M3
- SHEET 10: LOT 6, LOT 11 AND PARCEL G
- SHEET 11: LOTS 7 THROUGH 9, LOTS 42 THROUGH 44, AND PARCEL M2
- SHEET 12: LOT 10
- SHEET 13: LOTS 12 THROUGH 41
- SHEET 14: PARCEL D AND PARCELS W1 AND W2
- SHEET 15: PARCEL M1
- SHEET 16: LINE AND CURVE TABLES FOR PARCELS D, M1, W1, AND W2
- SHEET 17: NEW EASEMENT DETAILS
- SHEET 18: EXISTING EASEMENTS



BKF ENGINEERS  
 4670 WILLOW ROAD  
 SUITE 250  
 PLEASANTON, CA 94566  
 (925) 396-7700  
 www.bkf.com

**SUBDIVISION MAP 9611**

POINT MOLATE PHASE 1

LOTS 1 THROUGH 11 AND A PORTION OF LOTS 12 AND 13 IN SECTION 9, TOWNSHIP 1 NORTH, RANGE 5 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS DESIGNATED ON "MAP NO. 1, SALT MARSH AND TIDE LANDS, SITUATE IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, 1872," AND A PORTION OF LOTS 48 AND 50, AS DESIGNATED ON THE "MAP OF THE SAN PABLO RANCHO, ACCOMPANYING AND FORMING A PART OF THE FINAL REPORT OF THE REFEREE IN PARTITION" CITY OF RICHMOND, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA

FOR: CITY OF RICHMOND, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA  
 BY: BKF ENGINEERS JOB NO. 20166000

DATED: MAY 2022 SCALE: NONE SHEET 1 OF 18

**CITY ENGINEER'S STATEMENT:**

I, JOSEPH H. LACK, CITY ENGINEER OF THE CITY OF RICHMOND, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT THE SUBDIVISION AS SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, IF REQUIRED, AND ANY APPROVED ALTERATIONS THEREOF THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, IF REQUIRED, HAD BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DATE: 5/19/22  
 JOSEPH H. LACK  
 ACTING CITY ENGINEER  
 CONTRA COSTA COUNTY  
 STATE OF CALIFORNIA



**ACTING CITY SURVEYOR'S STATEMENT:**

I AM SATISFIED THAT THE WITHIN SUBDIVISION MAP IS TECHNICALLY CORRECT.

DATE: 5/19/22  
 JOSEPH H. LACK  
 ACTING CITY SURVEYOR  
 CONTRA COSTA COUNTY  
 STATE OF CALIFORNIA



**SURVEYOR'S STATEMENT:**

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE TIME OF PREPARATION OF THIS MAP. THE MONUMENTS INDICATED ON THIS MAP ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS MAY 20, 2024, AND THAT THE MONUMENTS ARE, OR WILL BE, SUBJECT TO SABLE THE SURVEY TO BE RETIRED, AND THAT THE MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATE: 5-6-2022  
 DETER TRESEKIS, INC. 0686  
 DTRESEKIS@GMAIL.COM



**SIGNATURE OMISSIONS:**

PURSUANT TO SECTION 6610003 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OR SUCCESSORS THEREOF OF EASEMENTS HAVE BEEN OMITTED SINCE THEIR INTERESTS CANNOT BE RUN INTO A FEE.

1. RICHMOND BELT RAILWAY, OWNER OF AN EASEMENT FOR A RAILROAD-GAUGE STEAM RAILROAD RECORDED AUGUST 18, 1902, IN BOOK 84 AT PAGE 473 OF DEEDS.
2. PACIFIC COAST OIL COMPANY, OWNER OF AN EASEMENT FOR PIPE LINES RECORDED OCTOBER 5, 1905, IN BOOK 113 AT PAGE 307 OF DEEDS.
3. STANDARD OIL COMPANY, OWNER OF EASEMENTS FOR PIPE LINES AND TELEPHONE OR TELEGRAPH LINES RECORDED JANUARY 7, 1907, IN BOOK 132 AT PAGE 343 OF DEEDS.
4. EAST SHORE COMPANY, OWNER OF EASEMENTS FOR WHARVES AND RAILROAD PURPOSES RECORDED JANUARY 24, 1907, IN BOOK 122 AT PAGE 595 AND RECORDED MARCH 24, 1913, IN BOOK 197 AT PAGE 391 OF DEEDS.
5. BAY COUNTIES POWER COMPANY, OWNER OF EASEMENTS FOR A SINGLE LINE OF POLES RECORDED OCTOBER 23, 1907, IN BOOK 127 AT PAGE 566 AND RECORDED OCTOBER 23, 1907, IN BOOK 127 AT PAGE 567 OF DEEDS.
6. GAULAND GAS, LIGHT AND HEAT COMPANY, OWNER OF EASEMENTS FOR MAINS ON PIPES RECORDED OCTOBER 23, 1907, IN BOOK 127 AT PAGE 572 AND RECORDED OCTOBER 28, 1907, IN BOOK 131 AT PAGE 51 OF DEEDS.
7. PACIFIC TELEPHONE AND TELEGRAPH COMPANY, OWNER OF EASEMENTS FOR POLES RECORDED DECEMBER 7, 1907, IN BOOK 131 AT PAGE 488 OF DEEDS AND RECORDED APRIL 27, 1938, IN BOOK 469 AT PAGE 232 OF OFFICIAL RECORDS.
8. GREAT WESTERN POWER COMPANY, OWNER OF AN EASEMENT FOR A LINE OF POLES RECORDED MAY 24, 1913, IN BOOK 202 AT PAGE 247 OF DEEDS.
9. STANDARD OIL COMPANY, OWNER OF EASEMENTS FOR PIPE LINES, RECORDED JANUARY 19, 1905, IN BOOK 113 AT PAGE 307 OF DEEDS, RECORDED JANUARY 22, 1905, IN BOOK 117 AT PAGE 96, AND RECORDED JANUARY 19, 1908, IN BOOK 176 AT PAGE 28.
10. STANDARD OIL COMPANY, OWNER OF AN EASEMENT FOR ROADWAY, PIPE LINES AND UTILITIES RECORDED FEBRUARY 16, 1908, IN BOOK 176 AT PAGE 159.
11. STANDARD OIL COMPANY, OWNER OF AN EASEMENT FOR ROADWAY AND PIPE LINES, RECORDED APRIL 4, 1908, IN BOOK 233 AT PAGE 342 OF OFFICIAL RECORDS.
12. STANDARD OIL COMPANY, OWNER OF AN EASEMENT FOR A SINGLE LINE OF POLES, RECORDED APRIL 16, 1908, IN BOOK 237 AT PAGE 77 OF OFFICIAL RECORDS.
13. STANDARD OIL COMPANY, OWNER OF EASEMENTS FOR PRIVATE ROAD, RECORDED APRIL 23, 1908, IN BOOK 245 AT PAGE 481 AND RECORDED NOVEMBER 22, 1932, IN BOOK 314 AT PAGE 284 OF OFFICIAL RECORDS.
14. RICHMOND BELT RAILWAY, OWNER OF AN EASEMENT FOR SLOPES AND EMBANKMENTS, RECORDED APRIL 13, 1901, IN BOOK 207 AT PAGE 67 OF OFFICIAL RECORDS.
15. RICHMOND BELT RAILWAY, OWNER OF AN EASEMENT FOR CONSTRUCTION AND OPERATION OF A STANDARD GAUGE RAILROAD, RECORDED JULY 21, 1911, IN BOOK 284 AT PAGE 118 OF OFFICIAL RECORDS.
16. THE STATE OF CALIFORNIA, OWNER OF AN EASEMENT FOR ROAD PURPOSES, RECORDED AUGUST 11, 1907, IN BOOK 130 OF OFFICIAL RECORDS AT PAGE 172.

**BASIS OF BEARINGS:**

THE BEARINGS SHOWN HEREON ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983. COORDINATE ZONE 18P. 2011. HORIZONTAL DISTANCES ARE BASED UPON FIELD-OBSERVED TIES RELATIVE TO CALIFORNIA SPATIAL REFERENCE NETWORK STATION P81.1. DISTANCES ARE GRID BASED, DIVIDED BY A COMBINED SCALE FACTOR OF 0.99993778 TO OBTAIN GROUND DISTANCES. VALUES SHOWN BELOW IN THE TABLE ARE IN FT/IN.

STATION	LATITUDE	LONGITUDE	HEIGHT (ft)
P81	37°45'23.85131"	-122°22'34.77087"	128.1048
SICMA 0900	2.00	1.58	3.54

**NOTES:**

1. THE TOTAL AREA WITHIN THE EXTERIOR SUBDIVISION BOUNDARY OF THIS MAP IS 412.796 ACRES, MORE OR LESS.
2. DIMENSIONS SHOWN HEREON ARE IN US SURVEY FEET AND DECIMALS THEREOF.
3. ALL TIES ARE PERPENDICULAR, UNLESS NOTED OTHERWISE.

**NOTES:**

1. PORTIONS OF THE LANDS WITHIN THE SUBDIVISION ARE ENCLAMBERED BY AND SUBJECT TO THE FOLLOWING:
2. THE EFFECT OF AN EASEMENT FOR RAILROAD GAUGE STEAM RAILROAD RECORDED AUGUST 18, 1902, IN BOOK 84 AT PAGE 473, THE EXACT LOCATION OF WHICH HAS BEEN SHOWN ACCORDING TO AVAILABLE RAILROAD MAPS OBTAINED FROM THE UNION PACIFIC RAILROAD COMPANY.
3. THE EFFECT OF AN EASEMENT FOR PIPE LINES RECORDED OCTOBER 5, 1905, IN BOOK 113 OF DEEDS AT PAGE 307, THE LOCATION OF WHICH DOES NOT PUT ON THE SUBJECT PROPERTY.
4. THE EFFECT OF AN EASEMENT FOR A SINGLE LINE OF POLES RECORDED OCTOBER 23, 1907, IN BOOK 127 OF DEEDS AT PAGE 566, THE EXACT LOCATION OF WHICH CANNOT BE DETERMINED FROM RECORD INFORMATION.
5. THE EFFECT OF AN EASEMENT FOR MAINS ON PIPES RECORDED OCTOBER 23, 1907, IN BOOK 127 OF DEEDS AT PAGE 566, THE EXACT LOCATION OF WHICH CANNOT BE DETERMINED FROM RECORD INFORMATION.
6. THE EFFECT OF AN EASEMENT FOR MAINS ON PIPES RECORDED OCTOBER 23, 1907, IN BOOK 127 OF DEEDS AT PAGE 567, THE EXACT LOCATION OF WHICH CANNOT BE DETERMINED FROM RECORD INFORMATION.
7. THE EFFECT OF AN EASEMENT FOR PIPE LINES, RECORDED JANUARY 19, 1905, IN BOOK 113 OF DEEDS AT PAGE 488, THE EXACT LOCATION OF WHICH CANNOT BE DETERMINED FROM RECORD INFORMATION.
8. THE EFFECT OF AN EASEMENT FOR ROADWAY, PIPE LINES, AND UTILITIES RECORDED FEBRUARY 16, 1908, IN BOOK 176 AT PAGE 159, THE EXACT LOCATION OF WHICH CANNOT BE DETERMINED FROM RECORD INFORMATION.
9. THE EFFECT OF AN AGREEMENT FOR PIPE LINES RECORDED APRIL 4, 1908, IN BOOK 233 OF OFFICIAL RECORDS AT PAGE 342, THE EXACT LOCATION OF WHICH CANNOT BE DETERMINED FROM RECORD INFORMATION.
10. THE EFFECT OF AN EASEMENT FOR SLOPES AND EMBANKMENTS RECORDED JUNE 13, 1901, IN BOOK 207 OF OFFICIAL RECORDS AT PAGE 67, THE EXACT LOCATION OF WHICH CANNOT BE DETERMINED FROM RECORD INFORMATION.
11. THE EFFECT OF AN EASEMENT FOR POLES RECORDED APRIL 27, 1938, IN BOOK 469 OF OFFICIAL RECORDS AT PAGE 232, THE EXACT LOCATION OF WHICH CANNOT BE DETERMINED FROM RECORD INFORMATION.
12. THE EFFECT OF A JUDGMENT AS TO POWER GAS AND ELECTRIC FOR POLE LINE EASEMENTS RECORDED FEBRUARY 16, 1908, IN BOOK 187 OF OFFICIAL RECORDS AT PAGE 256, THE EXACT LOCATION OF WHICH CANNOT BE DETERMINED FROM RECORD INFORMATION.
13. THE EFFECT OF A DOCUMENT ENTITLED REPRODUCTION OF LEGISLATIVE JURISDICTION, RECORDED FEBRUARY 23, 1999.
14. MATTERS CONTAINED THE DOCUMENT RECORDED SEPTEMBER 30, 2003, AS DOCUMENT NUMBER 2003-489199.
15. MATTERS AND THE EFFECT OF EASEMENTS FOR UTILITIES AND ACCESS RECORDED SEPTEMBER 30, 2003, AS DOCUMENT NUMBER 2003-489200, AND MARCH 29, 2010, AS DOCUMENT NUMBER 2010-004007.
16. MATTERS CONTAINED THE DOCUMENT RECORDED MARCH 29, 2010, AS DOCUMENT NUMBER 2010-004007.
17. MATTERS CONTAINED THE DOCUMENT RECORDED MARCH 29, 2010, AS DOCUMENT NUMBER 2010-004008.
18. ANY CLAIM THAT ANY PORTION OF THE LAND IS BELOW THE ORDINARY HIGH WATER MARK WHERE IT WAS LOCATED PRIOR TO ANY ARTIFICIAL OR AVALUATE CHANGES IN THE LOCATION OF THE SHORELINE OR RIVERBANK.
19. EXISTING UTILITIES OR EASEMENTS IN FAVOR OF THE PUBLIC WHICH EXIST OR ARE CLAIMED TO EXIST OVER ANY PORTION OF 840 LAND COVERED BY WATER, INCLUDING A PUBLIC RIGHT OF ACCESS TO THE WATER.
20. ANY CLAIM THAT ANY PORTION OF THE LAND IS OR WAS FORMERLY TOWNLANDS OR SUBMERGED LANDS.
21. RIGHTS OF THE PUBLIC IN AND TO THAT PORTION OF THE LAND LINGS WITHIN ANY ROAD, STREET, ALLEY OR HIGHWAY.

ALL OFFICIAL RECORDS OF CONTRA COSTA COUNTY

**SUBDIVISION MAP 9611**

POINT MOLATE PHASE 1

LOTS 1, THROUGH 11 AND A PORTION OF LOTS 12 AND 13 IN SECTION 9, TOWNSHIP 1 NORTH, RANGE 5 WEST, MOUNT DIABLO BASE AND MERIDIAN AS DESIGNATED ON THE CONTRA COSTA COUNTY RECORDS AND THE LANDS SITUATE IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AS SHOWN ON THE TENTATIVE MAP DESIGNATED ON THE MAP OF THE SAN PABLO BAY AREA, ACCOMPANYING AND FORMING A PART OF THE FINAL REPORT OF THE REFERRED PARTITION, CITY OF RICHMOND, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA.

FOR: CITY OF RICHMOND, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA  
 BY: BWT ENGINEERS JOB NO. 20160080

DATED: MAY 2022 SCALE: NONE SHEET 2 OF 18



LINE TABLE				
LINE	DIRECTION	LENGTH	(DIRECTION)	(LENGTH)
L1	N71°22'13"E	440.41'	M & R (R2, R5)	M & R (R2,R5)
L2	S71°22'13"W	124.84'	M & R (R5)	(124.81' R5)
L3	N43°32'17"W	172.14'	M & R (R5)	M & R (R5)
L4	N46°25'17"E	91.49'	M & R (R5)	M & R (R5)
L5	N71°40'49"E	104.55'	M & R (R5)	(104.65' R5)
L6	N33°13'32"E	192.59'	M & R (R5)	(192.21' R5)
L7	N71°12'58"E	48.40'	M & R (R5)	M & R (R5)
L8	N25°46'35"W	47.25'	(S25°34'28"E R5)	(47.25' R5)
L9*	N25°46'35"W	90.46'	(S25°34'28"E R5)	
L10*	S74°13'25"W	168.63'	(N73°00'00"E R1)	(168.30' R1)
L11*	N33°46'35"W	244.97'	(S35°00'00"E R1)	(244.20' R1)
L12*	N19°46'35"W	304.55'	(S21°00'00"E R1)	(303.60' R1)
L13*	N10°46'35"W	331.04'	(S12°00'00"E R1)	(330.00' R1)
L14*	N00°13'25"E	251.59'	(S01°00'00"E R1)	(250.80' R1)
L15*	N13°43'25"E	225.11'	(S12°30'00"W R1)	(224.40' R1)
L16*	N27°13'25"E	185.36'	(S26°00'00"W R1)	(184.60' R1)
L17*	S71°46'35"E	218.48'	(N73°00'00"W R1)	(217.80' R1)
L18*	N54°56'25"E	106.59'	(S53°45'00"W R1)	(106.26' R1)
L19*	S87°16'35"E	139.04'	(N88°30'00"W R1)	(138.60' R1)
L20*	S47°16'35"E	105.63'	(N48°30'00"W R1)	(105.60' R1)
L21*	N22°58'25"E	85.34'	(S21°45'00"W R1)	(85.04' R1)
L22*	N10°16'35"W	121.62'	(S11°30'00"E R1)	(121.44' R1)
L23*	N45°43'25"E	66.21'	(S44°30'00"W R1)	(66.00' R1)
L24*	N01°46'35"W	152.28'	(S03°00'00"E R1)	(151.80' R1)
L25*	N34°13'25"E	66.21'	(S33°00'00"W R1)	(66.00' R1)
L26*	N04°43'25"E	72.83'	(S03°30'00"W R1)	(72.60' R1)
L27*	N70°43'25"E	175.45'	(S69°30'00"W R1)	(174.90' R1)
L28*	S81°46'35"E	97.99'	(N83°00'00"W R1)	(97.66' R1)
L29*	N52°43'25"E	242.98'	(S51°30'00"W R1)	(242.22' R1)
L30*	N14°13'25"E	112.55'	(S13°00'00"W R1)	(112.20' R1)

LINE TABLE				
LINE	DIRECTION	LENGTH	(DIRECTION)	(LENGTH)
L31*	N23°46'35"W	141.02'	(S25°00'00"E R1)	(140.58' R1)
L32*	N40°46'35"W	92.89'	(S42°00'00"E R1)	(92.40' R1)
L33*	N84°16'35"W	66.21'	(S85°30'00"E R1)	(66.00' R1)
L34*	N34°46'35"W	76.14'	(S36°00'00"E R1)	(75.90' R1)
L35*	N78°46'35"W	86.07'	(S80°00'00"E R1)	(85.60' R1)
L36*	S81°58'25"W	196.62'	(N80°45'00"E R1)	(196.00' R1)
L37*	N45°46'35"W	72.83'	(S47°00'00"E R1)	(72.60' R1)
L38*	S71°13'25"W	92.68'	(N70°00'00"E R1)	(92.40' R1)
L39*	S41°43'25"W	89.38'	(N43°30'00"E R1)	(89.10' R1)
L40*	S33°13'25"W	142.35'	(N32°00'00"E R1)	(141.90' R1)
L41*	S59°13'25"W	150.85'	(N58°00'00"E R1)	(150.48' R1)
L42*	N82°46'35"W	264.83'	(S84°00'00"E R1)	(264.00' R1)
L43*	N59°16'35"W	453.52'	(S80°30'00"E R1)	(452.10' R1)
L44*	N78°31'35"W	111.23'	(S80°45'00"E R1)	(110.88' R1)
L45*	N53°31'35"W	244.97'	(S84°45'00"E R1)	(244.20' R1)
L46*	S80°43'25"W	162.21'	(N79°30'00"E R1)	(161.70' R1)
L47*	N46°46'35"W	264.83'	(S48°00'00"E R1)	(264.00' R1)
L48*	N38°31'35"W	528.66'	(S40°45'00"E R1)	(528.00' R1)
L49*	N35°31'35"W	794.49'	(S36°45'00"E R1)	(792.00' R1)
L50*	N28°46'35"W	529.66'	(S30°00'00"E R1)	(528.00' R1)
L51*	N19°31'35"W	333.69'		
L52	N87°50'49"E	114.94'	(N87°53'08"E R5)	(114.06' R5)
L53*	N19°31'35"W	129.80'	(N19°30'30"W R3)	(129.68' R3)
L54*	N28°28'40"E	244.18'	(S27°15'00"W R1)	(244.20' R1)
L55*	N74°44'46"E	138.62'	(S73°00'00"W R1)	(138.60' R1)
L56*	N37°44'46"E	79.21'	(S36°30'00"W R1)	(79.20' R1)
L57*	N32°07'58"E	148.73'	(S31°00'00"W R1)	(148.50' R1)
L58*	N07°53'08"W	145.23'	(S09°00'00"E R1)	(145.20' R1)
L59	S29°31'13"W	7.61'	M & R (R2)	M & R (R2)
L60	S27°56'02"E	140.61'	M & R (R2)	M & R (R2)

LINE TABLE				
LINE	DIRECTION	LENGTH	(DIRECTION)	(LENGTH)
L61	N74°16'01"E	165.85'	M & R (R2)	M & R (R2)
L62	S31°52'36"E	111.69'	M & R (R2)	M & R (R2)
L63	N67°31'03"E	34.66'	M & R (R2)	M & R (R2)
L64	S43°11'00"E	50.36'	M & R (R2)	M & R (R2)
L65	S15°39'08"E	190.61'	M & R (R2)	M & R (R2)
L66	S08°29'48"E	193.39'	M & R (R2)	M & R (R2)
L67	S11°26'02"W	185.60'	M & R (R2)	M & R (R2)
L68	S28°14'49"W	152.33'	M & R (R2)	M & R (R2)
L69	S41°28'20"W	125.86'	M & R (R2)	M & R (R2)
L70	S42°49'56"W	247.64'	M & R (R2)	M & R (R2)
L71	N09°20'11"W	73.63'	M & R (R2)	M & R (R2)
L72	N78°46'11"W	44.35'	M & R (R2)	M & R (R2)
L73	S37°00'56"W	110.11'	M & R (R2)	M & R (R2)
L74	S28°47'26"W	184.87'	M & R (R2)	M & R (R2)
L75	S48°37'33"W	202.36'	M & R (R2)	M & R (R2)
L76	S36°37'57"W	423.76'	M & R (R2)	M & R (R2)
L77	S76°07'01"W	74.51'	M & R (R2)	M & R (R2)
L78	S31°36'12"W	56.23'	M & R (R2)	M & R (R2)
L79	S20°19'07"W	184.00'	M & R (R2)	(184.58' R2)
L80	S12°54'43"E	120.77'	M & R (R2)	(119.75' R2)
L81	S37°12'35"E	71.03'	(N37°14'14"W R2)	(72.18' R2)
L82	S55°02'10"E	73.24'	M & R (R2)	(72.77' R2)
L83	S80°46'14"E	89.92'	M & R (R2)	M & R (R2)
L84	N82°04'52"E	150.24'	M & R (R2)	M & R (R2)
L85	S69°51'48"E	114.32'	M & R (R2)	M & R (R2)
L86	N74°10'57"E	84.01'	M & R (R2)	M & R (R2)
L87	N37°41'46"E	89.58'	M & R (R2)	M & R (R2)
L88	N43°41'43"E	178.37'	M & R (R2)	M & R (R2)
L89	S89°37'59"E	251.39'	M & R (R2)	M & R (R2)
L90	S85°45'40"E	238.27'	M & R (R2)	M & R (R2)

LINE TABLE				
LINE	DIRECTION	LENGTH	(DIRECTION)	(LENGTH)
L91	S65°08'48"E	394.97'	M & R (R2)	M & R (R2)
L92	S63°58'53"E	83.02'	M & R (R2)	M & R (R2)
L93	S70°31'40"E	130.72'	M & R (R2)	M & R (R2)
L94	S69°08'13"E	41.06'	M & R (R2)	M & R (R2)
L95	N88°40'35"E	43.41'	M & R (R2)	M & R (R2)
L96	N87°05'08"E	81.89'	M & R (R2)	M & R (R2)
L97	S65°40'23"E	159.02'	M & R (R2)	M & R (R2)
L98	S50°06'36"E	140.54'	M & R (R2)	M & R (R2)
L99	S42°53'27"E	311.67'	M & R (R2)	M & R (R2)
L100	S65°49'46"E	67.62'	M & R (R2)	M & R (R2)
L101	S47°02'43"E	362.72'	M & R (R2)	M & R (R2)
L102	S89°22'42"E	36.28'	M & R (R2)	M & R (R2)
L103	S34°19'53"E	220.85'	M & R (R2)	M & R (R2)
L104	S29°09'30"E	164.46'	M & R (R2)	M & R (R2)
L105	S31°06'20"E	121.34'	M & R (R2)	M & R (R2)
L106	S23°10'52"E	133.84'	M & R (R2)	M & R (R2)
L107	S20°05'53"E	117.22'	M & R (R2)	M & R (R2)
L108	S14°17'10"E	132.12'	M & R (R2)	M & R (R2)
L109	S15°07'37"E	156.33'	M & R (R2)	M & R (R2)
L110	S14°34'41"E	222.25'	M & R (R2)	M & R (R2)
L111	S05°48'09"E	122.19'	M & R (R2)	M & R (R2)
L112	S05°29'57"E	65.72'	M & R (R2)	(65.99' R2)

**REFERENCES:**

- R1 "MAP OF THE SAN PABLO RANCHO," ACCOMPANYING THE FINAL REPORT OF THE REFRES IN PARTITION RECORDED MARCH 5, 1894, BOOK 69 OF DEEDS AT PAGE 1
- R2 QUITCLAIM DEED RECORDED SEPTEMBER 30, 2005, DOCUMENT NUMBER 2005-0495200
- R3 QUITCLAIM DEED RECORDED MARCH 28, 2010, DOCUMENT NUMBER 2010-080367
- R4 RECORD OF SURVEY, FILED MAY 14, 1975, BOOK 59 OF RECORD OF SURVEY AT PAGE 10
- R5 RECORD OF SURVEY, FILED FEBRUARY 13, 1985, BOOK 76 OF RECORD OF SURVEY AT PAGE 29
- R6 RECORD OF SURVEY NO. 2778 FILED JUNE 25, 2003, BOOK 126 OF RECORD OF SURVEY AT PAGE 14

**NOTE:**

- 1. THE EXTERIOR BOUNDARY OF THE SAN PABLO RANCHO WAS ESTABLISHED BY A GRANT BOUNDARY LINE ADJUSTMENT PROCEDURE HELD BETWEEN SAN PABLO RANCHO STATIONS 181 AND 226.
- 2. RECORD OF SURVEY, R/S 2778 (R5), APPEARS TO HAVE CALCULATED A RECORD DISTANCE BETWEEN SAN PABLO RANCHO STATIONS 205 AND 206 AS 141.04 FEET. THE CONVERTED RECORD DISTANCE IS 140.56' (2.13 CHAINS). THE RESULTANT DIFFERENCE IN LOCATION WOULD BE THE DIFFERENCE OF THE ERROR IN THE CALCULATED RECORD DISTANCE OF 0.46 FEET, PLUS THE PRORATED DISTRIBUTION BETWEEN A GIVEN PAIR OF STATIONS AS A RESULT OF A GRANT BOUNDARY LINE ADJUSTMENT. THIS IS REFLECTED ON THIS MAP WHICH SHOWS THE RESULTANT LOCATION OF IRON PIPE MONUMENTS. SET BY SAID SURVEY, TO BE APPROXIMATELY 0.7 FEET NORTHWESTERLY OF STATIONS 204, 205, AND 206. SEE DETAIL B ON SHEET 5 FOR DETAILED DIMENSIONS.

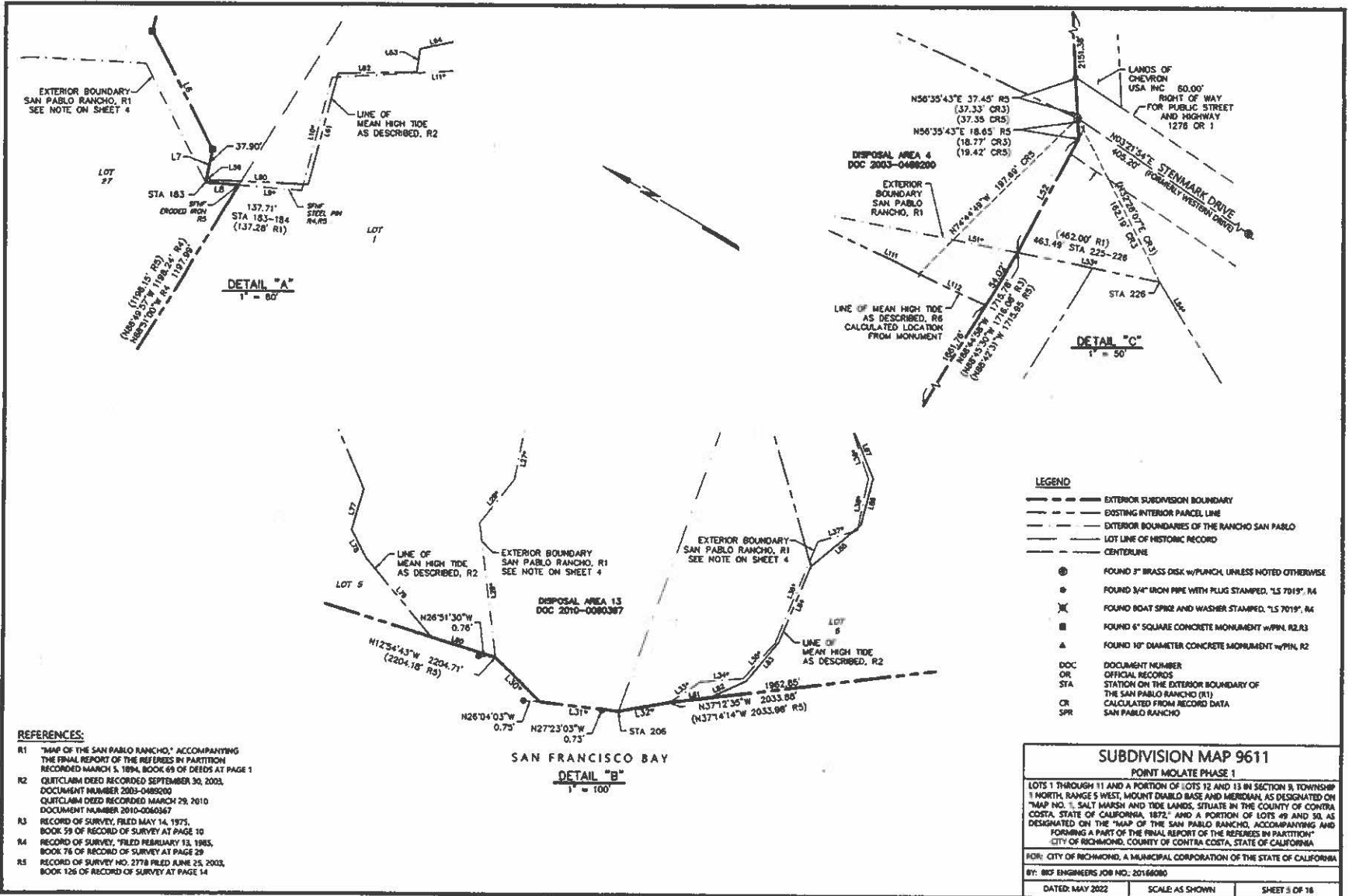
**SUBDIVISION MAP 9611**

**POINT MOLATE PHASE 1**

LOTS 1 THROUGH 11 AND A PORTION OF LOTS 12 AND 13 IN SECTION 9, TOWNSHIP 1 NORTH, RANGE 5 WEST, MOUNT Diablo BASE AND MERIDIAN, AS DESIGNATED ON "MAP NO. 1, SALT MARSH AND TIDE LANDS, SITUATE IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, 1872," AND A PORTION OF LOTS 48 AND 50, AS DESIGNATED ON THE "MAP OF THE SAN PABLO RANCHO, ACCOMPANYING AND FORMING A PART OF THE FINAL REPORT OF THE REFRES IN PARTITION" CITY OF RICHMOND, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA

FOR: CITY OF RICHMOND, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA  
 BY: BKF ENGINEERS JOB NO. 20156080

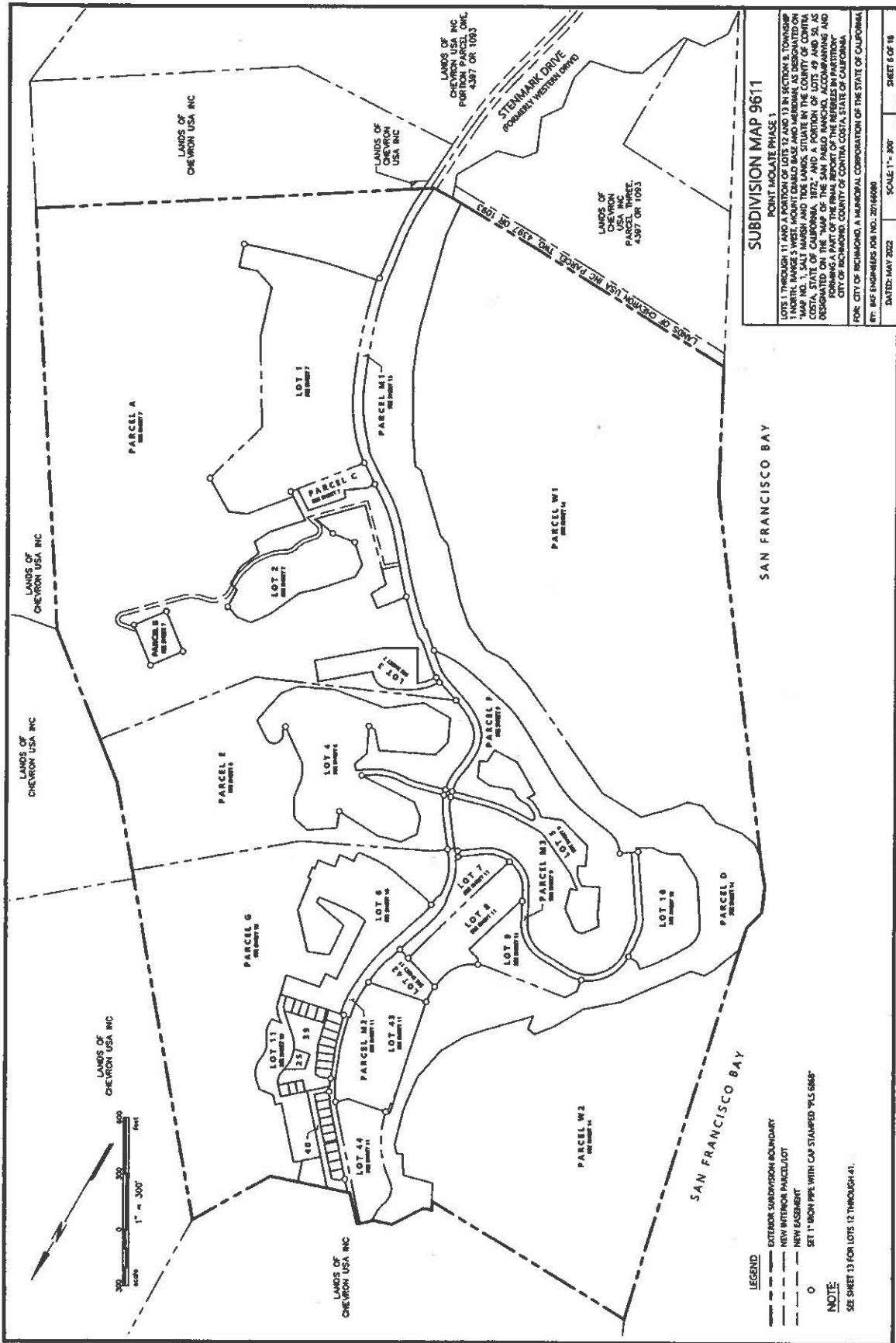
DATED: MAY 2022 SCALE: NONE SHEET 4 OF 18

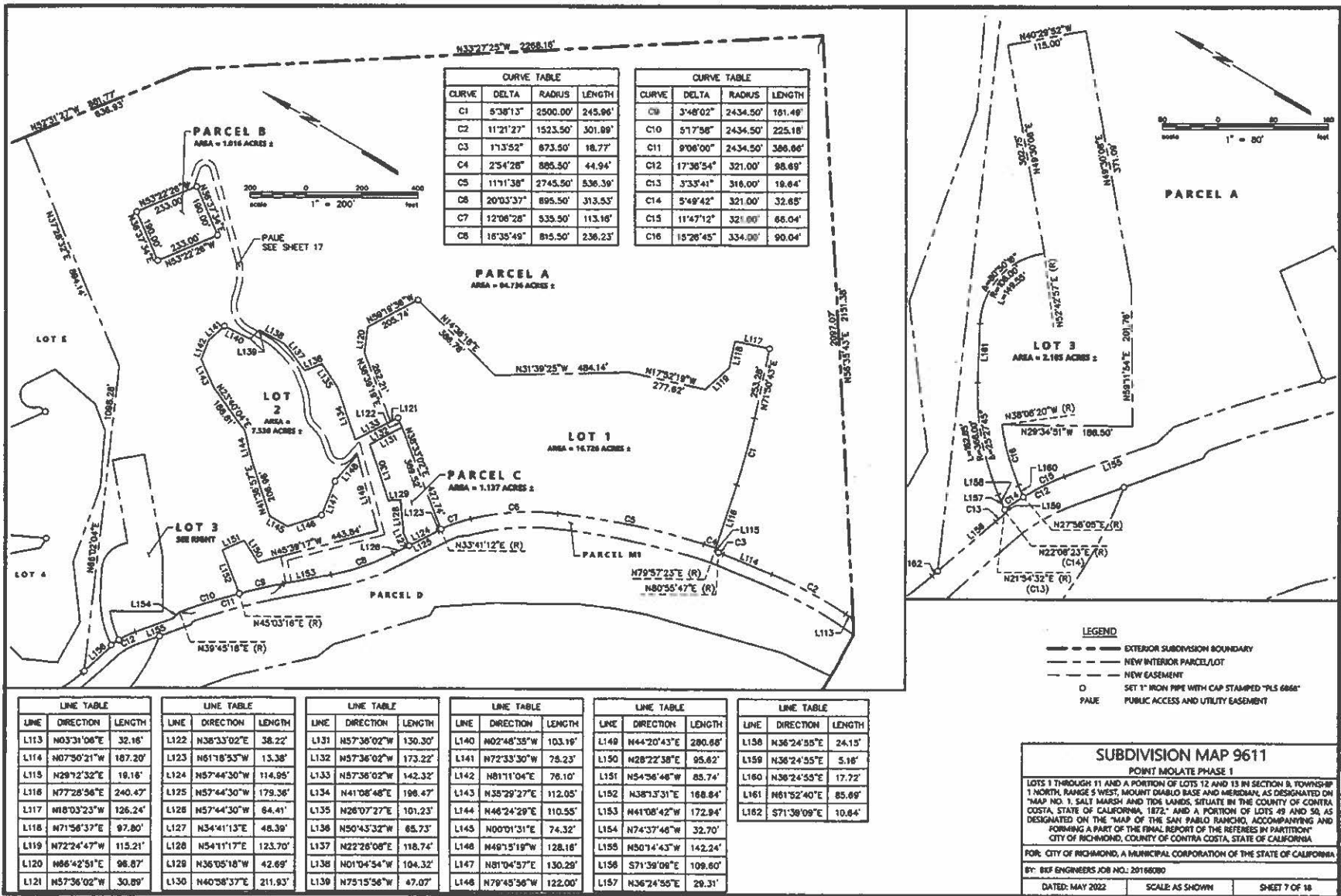


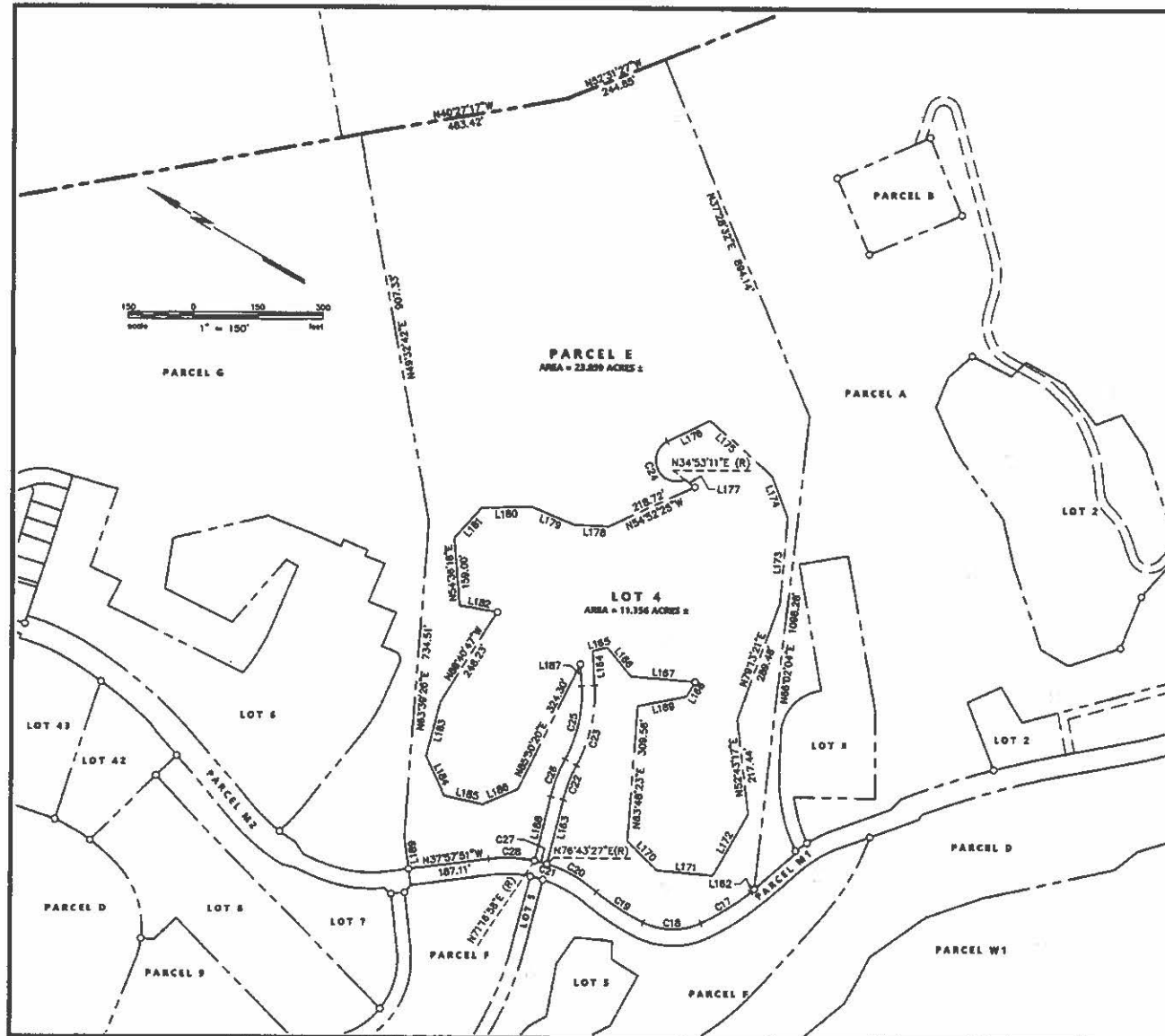
- REFERENCES:**
- R1 "MAP OF THE SAN PABLO RANCHO," ACCOMPANYING THE FINAL REPORT OF THE REFEREES IN PARTITION RECORDED MARCH 5, 1894, BOOK 69 OF DEEDS AT PAGE 1
  - R2 QUITCLAIM DEED RECORDED SEPTEMBER 30, 2003, DOCUMENT NUMBER 2003-0489200 QUITCLAIM DEED RECORDED MARCH 29, 2010 DOCUMENT NUMBER 2010-0060367
  - R3 RECORD OF SURVEY, FILED MAY 14, 1975, BOOK 29 OF RECORD OF SURVEY AT PAGE 10
  - R4 RECORD OF SURVEY, FILED FEBRUARY 13, 1985, BOOK 76 OF RECORD OF SURVEY AT PAGE 29
  - R5 RECORD OF SURVEY NO. 2718 FILED JUNE 25, 2003, BOOK 126 OF RECORD OF SURVEY AT PAGE 14

- LEGEND**
- EXTERIOR SUBDIVISION BOUNDARY
  - EXISTING INTERIOR PARCEL LINE
  - EXTERIOR BOUNDARIES OF THE RANCHO SAN PABLO
  - LOT LINE OF HISTORIC RECORD
  - CENTERLINE
  - ⊙ FOUND 3" BRASS DISK w/PUNCH, UNLESS NOTED OTHERWISE
  - ⊙ FOUND 3/4" IRON PIPE WITH PLUG STAMPED, "LS 7019", R4
  - ⊗ FOUND BOAT SPIKE AND WASHER STAMPED, "LS 7019", R4
  - FOUND 6" SQUARE CONCRETE MONUMENT w/PIN, R2,R3
  - ▲ FOUND 10" DIAMETER CONCRETE MONUMENT w/PIN, R2
  - DOC DOCUMENT NUMBER
  - OR OFFICIAL RECORDS
  - STA STATION ON THE EXTERIOR BOUNDARY OF THE SAN PABLO RANCHO (R1)
  - CR CALCULATED FROM RECORD DATA
  - SPR SAN PABLO RANCHO

SUBDIVISION MAP 9611		
POINT MOLATE PHASE 1		
LOTS 1 THROUGH 11 AND A PORTION OF LOTS 12 AND 13 IN SECTION 9, TOWNSHIP 1 NORTH, RANGE 5 WEST, MOUNT Diablo BASE AND MERIDIAN, AS DESIGNATED ON "MAP NO. 1, SALT MARSH AND TIDE LANDS, SITUATE IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, 1872," AND A PORTION OF LOTS 49 AND 50 AS DESIGNATED ON THE "MAP OF THE SAN PABLO RANCHO, ACCOMPANYING AND FORMING A PART OF THE FINAL REPORT OF THE REFEREES IN PARTITION" CITY OF RICHMOND, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA		
FOR: CITY OF RICHMOND, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA		
BY: BEC ENGINEERS JOB NO. 20166080		
DATED: MAY 2022	SCALE: AS SHOWN	SHEET 3 OF 18







LINE TABLE			LINE TABLE		
LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH
L182	N71°39'09"W	10.84'	L178	N27°58'14"W	79.05'
L183	N74°00'13"E	150.24'	L179	N08°23'51"W	106.52'
L184	N56°06'43"E	80.14'	L180	N32°10'06"W	115.28'
L185	N43°40'07"W	34.71'	L181	N78°34'18"W	93.53'
L186	N19°40'50"E	86.14'	L182	N20°53'24"W	68.27'
L187	N25°32'36"W	148.75'	L183	N74°03'05"E	130.53'
L188	N89°38'27"W	39.91'	L184	N34°39'36"E	99.14'
L189	N41°43'38"W	113.46'	L185	N18°44'23"W	81.33'
L170	N14°28'03"E	96.40'	L186	N52°38'36"W	88.51'
L171	N25°14'06"W	128.11'	L187	N56°06'43"E	51.16'
L172	N89°20'08"E	183.21'	L188	N74°00'13"E	150.24'
L173	N84°26'27"E	201.23'	L189	N52°02'09"E	74.90'
L174	N38°30'05"E	100.40'			
L175	N10°43'42"E	181.50'			
L176	N58°44'43"W	109.90'			
L177	N06°33'21"E	28.87'			

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C17	16°22'13"	484.00'	136.29'
C18	90°49'30"	154.00'	136.43'
C19	15°30'14"	484.00'	130.97'
C20	24°15'21"	316.00'	133.78'
C21	48°56'39"	316.00'	289.94'
C22	13°48'42"	350.00'	84.17'
C23	31°40'11"	350.00'	193.46'
C24	178°22'08"	47.00'	146.32'
C25	31°40'11"	320.00'	176.88'
C26	13°46'42"	380.00'	91.38'
C27	5°26'29"	318.00'	30.01'
C28	18°14'49"	318.00'	106.18'

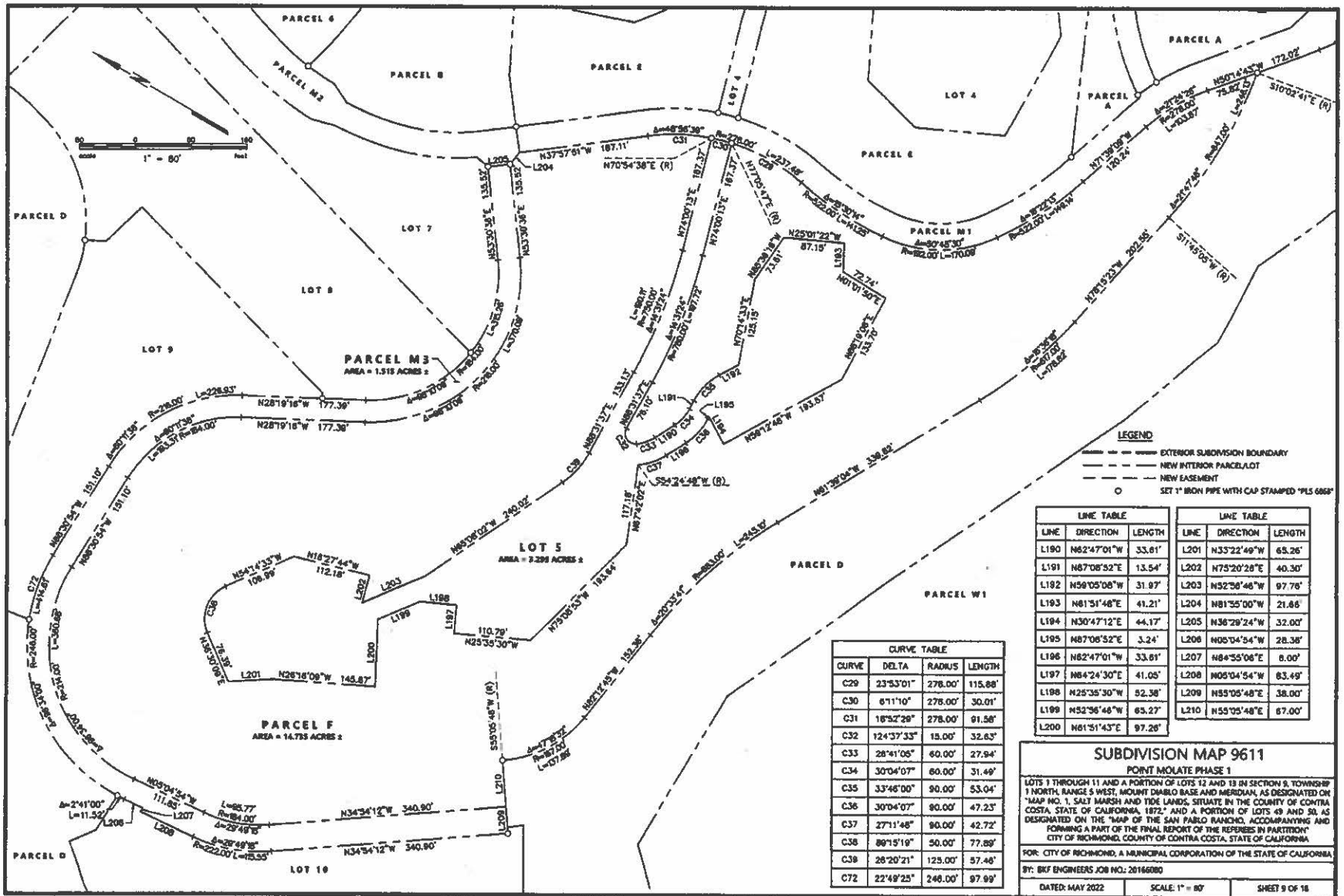
- LEGEND**
- EXTERIOR SUBDIVISION BOUNDARY
  - - - NEW INTERIOR PARCELO/LOT
  - - - NEW EASEMENT
  - SET 1" IRON PIPE WITH CAP STAMPED "PLS 688"

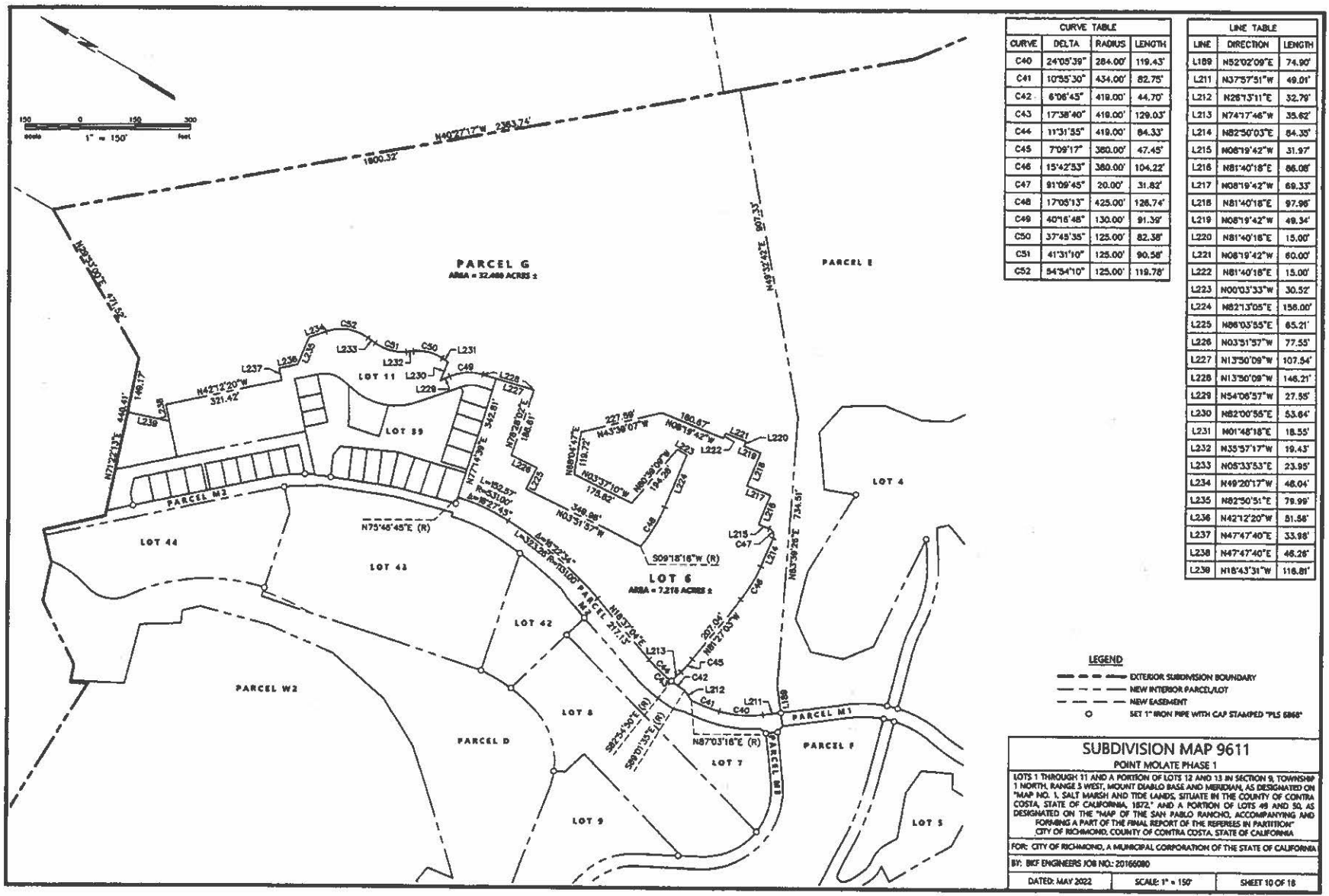
**SUBDIVISION MAP 9611**  
 POINT MOLATE PHASE 1

LOTS 1 THROUGH 11 AND A PORTION OF LOTS 12 AND 13 IN SECTION 9, TOWNSHIP 1 NORTH, RANGE 5 WEST, MOUNT Diablo BASE AND MERIDIAN, AS DESIGNATED ON "MAP NO. 1, SALT MARSH AND TIDE LANDS, SITuate IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, 1872," AND A PORTION OF LOTS 49 AND 50, AS DESIGNATED ON THE "MAP OF THE SAN PABLO RANCHO, ACCOMPANYING AND FORMING A PART OF THE FINAL REPORT OF THE REFEREE IN PARTITION," CITY OF RICHMOND, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA.

FOR: CITY OF RICHMOND, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA  
 BY: BEF ENGINEERS JOB NO. 20166880

DATED: MAY 2022      SCALE: 1" = 150'      SHEET 8 OF 18



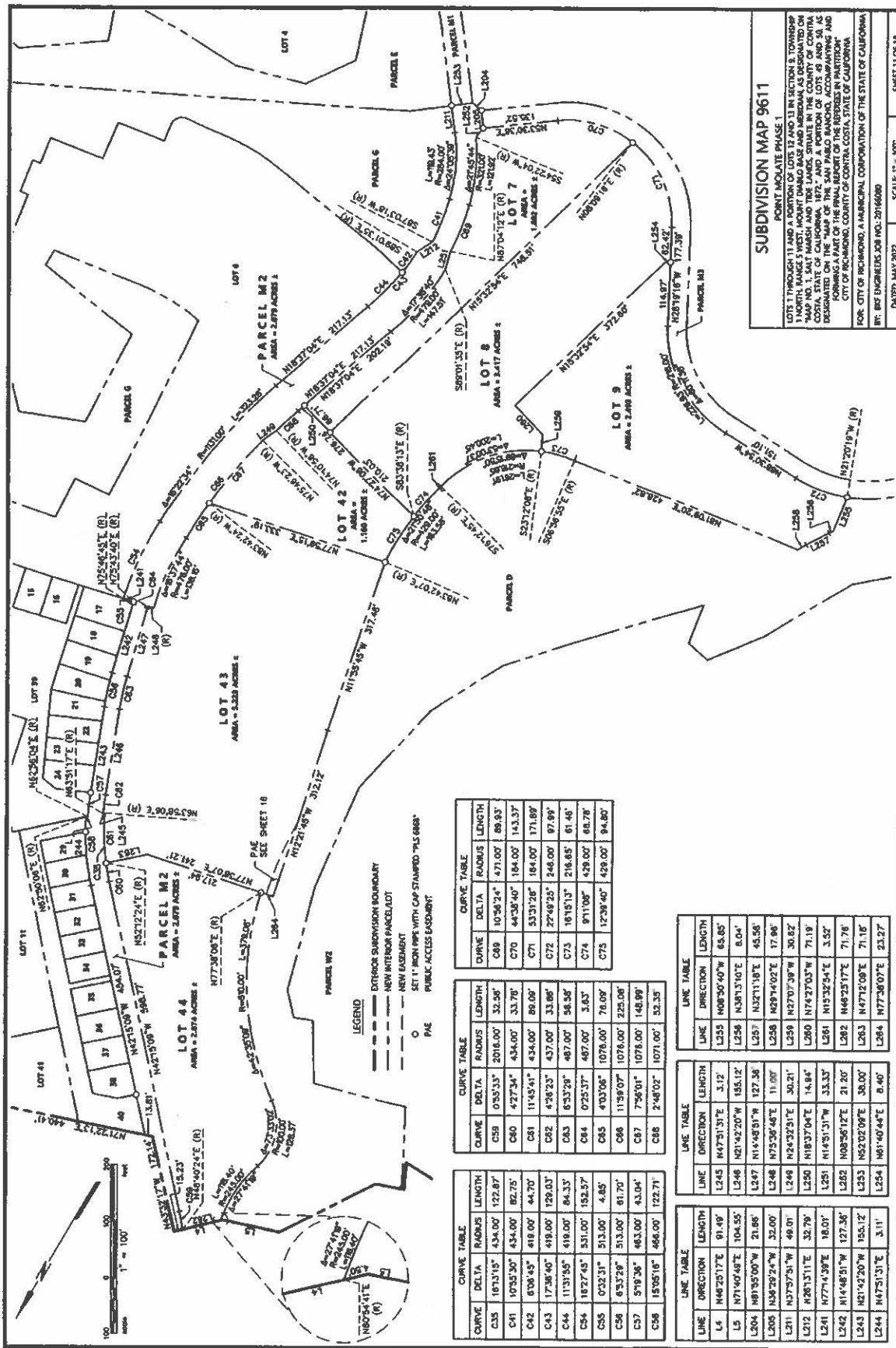


CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C40	24°05'39"	284.00'	119.43'
C41	10°55'30"	434.00'	82.75'
C42	6°06'45"	418.00'	44.70'
C43	17°38'40"	418.00'	129.03'
C44	11°31'35"	418.00'	84.33'
C45	7°09'17"	380.00'	47.45'
C46	15°42'33"	380.00'	104.22'
C47	91°09'45"	20.00'	31.82'
C48	17°05'13"	425.00'	126.74'
C49	40°16'48"	130.00'	91.38'
C50	37°49'35"	125.00'	82.38'
C51	41°31'10"	125.00'	90.58'
C52	84°54'10"	125.00'	119.78'

LINE TABLE		
LINE	DIRECTION	LENGTH
L189	N52°02'09"E	74.90'
L211	N37°57'51"W	49.01'
L212	N26°13'11"E	32.79'
L213	N74°17'46"W	35.62'
L214	N82°50'03"E	84.30'
L215	N08°19'42"W	31.97'
L216	N81°40'18"E	86.08'
L217	N08°19'42"W	69.33'
L218	N81°40'18"E	97.96'
L219	N08°19'42"W	49.34'
L220	N81°40'18"E	15.00'
L221	N08°19'42"W	60.00'
L222	N81°40'18"E	15.00'
L223	N00°03'33"W	30.52'
L224	N82°13'05"E	156.00'
L225	N86°03'55"E	65.21'
L226	N03°51'57"W	77.55'
L227	N13°50'09"W	107.94'
L228	N13°50'09"W	146.21'
L229	N54°06'57"W	27.55'
L230	N82°00'56"E	53.64'
L231	N01°48'18"E	18.55'
L232	N35°57'17"W	19.43'
L233	N05°33'53"E	23.95'
L234	N49°20'17"W	48.04'
L235	N82°50'51"E	78.99'
L236	N42°12'20"W	51.56'
L237	N47°47'40"E	33.98'
L238	N47°47'40"E	48.26'
L239	N18°43'31"W	118.81'

**LEGEND**  
 - - - - - EXTERIOR SUBDIVISION BOUNDARY  
 - - - - - NEW INTERIOR PARCEL/LOT  
 - - - - - NEW EASEMENT  
 O SET 1" IRON PIPE WITH CAP STAMPED "PLS 8868"

**SUBDIVISION MAP 9611**  
 POINT MOLATE PHASE 1  
 LOTS 1 THROUGH 11 AND A PORTION OF LOTS 12 AND 13 IN SECTION 9, TOWNSHIP 1 NORTH, RANGE 3 WEST, MOUNT Diablo BASE AND MERIDIAN, AS DESIGNATED ON "MAP NO. 1, SALT MARSH AND TIDE LAKES, SITUATE IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, 1872," AND A PORTION OF LOTS 49 AND 50, AS DESIGNATED ON THE "MAP OF THE SAN PABLO RANCHO, ACCOMPANYING AND FORMING A PART OF THE FINAL REPORT OF THE REPERSES IN PARTITION," CITY OF RICHMOND, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA  
 FOR: CITY OF RICHMOND, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA  
 BY: BCF ENGINEERS JOB NO: 20166080  
 DATED: MAY 2022 SCALE: 1" = 150' SHEET 10 OF 18



**SUBDIVISION MAP 9611**  
 POINT MCLATE PHASE I  
 LOTS 1 THROUGH 11 AND A PORTION OF LOTS 12 AND 13 IN SECTION 8, TOWNSHIP 1 NORTH RANGE 5 WEST, MOUNT DIABLO BASIN AND MARIANAS AS DESIGNATED ON THE "MAP OF THE SAN PABLO BAY AREA, CALIFORNIA, 1873," AND A PORTION OF LOTS 48 AND 49 AS DESIGNATED ON THE "MAP OF THE SAN PABLO BAY AREA, ACCOMPANYING AND FORMING A PART OF THE FINAL REPORT OF THE REBERES IN PARTITION," CITY OF RICHMOND, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA.  
 FOR: CITY OF RICHMOND, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA  
 BY: BFC ENGINEERS FOR INC. 20166800  
 DATED: MAY 2022 SCALE: 1" = 800' SHEET 11 OF 18

CURVE	DELTA	RADIUS	LENGTH
C69	10°58'24"	471.00'	88.83'
C70	44°58'40"	184.00'	143.37'
C71	53°31'08"	184.00'	171.89'
C72	27°49'25"	248.00'	97.99'
C73	16°15'13"	216.65'	61.46'
C74	91°11'08"	429.00'	66.78'
C75	12°38'40"	429.00'	94.80'

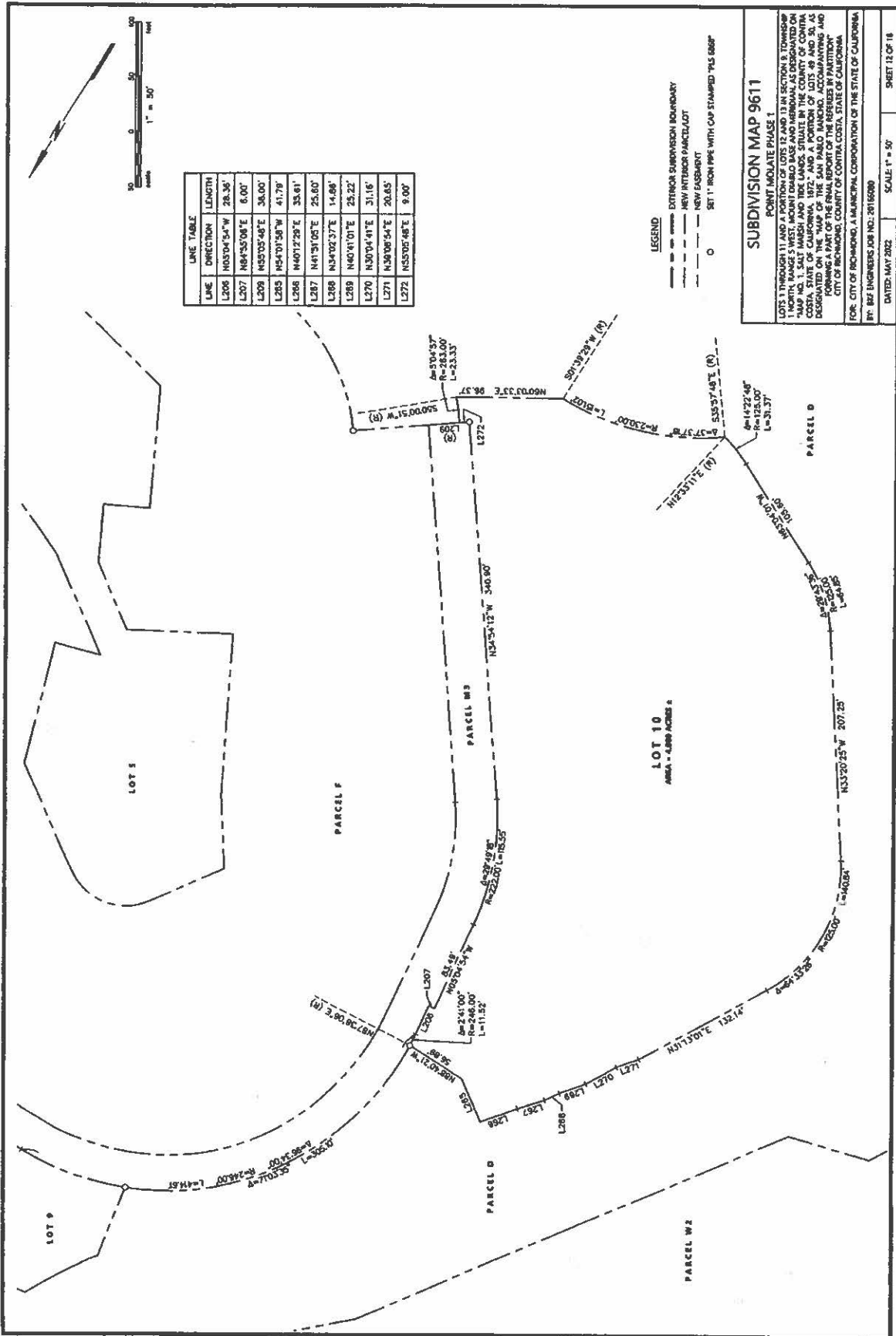
CURVE	DELTA	RADIUS	LENGTH
C59	0°53'33"	2016.00'	32.96'
C60	4°27'34"	434.00'	33.78'
C61	11°45'41"	434.00'	89.00'
C62	4°58'23"	437.00'	33.86'
C63	8°53'29"	487.00'	58.58'
C64	0°25'37"	487.00'	3.63'
C65	4°03'06"	1076.00'	76.09'
C66	11°38'07"	1076.00'	226.00'
C67	7°58'01"	1076.00'	148.99'
C68	2°48'02"	1071.00'	52.35'

CURVE	DELTA	RADIUS	LENGTH
C35	16°33'15"	434.00'	122.87'
C41	0°58'45"	419.00'	82.75'
C42	0°58'45"	419.00'	44.70'
C43	17°38'40"	419.00'	129.03'
C44	11°31'45"	419.00'	84.33'
C54	16°27'45"	531.00'	152.57'
C55	0°32'31"	513.00'	61.70'
C56	6°53'29"	513.00'	43.04'
C57	5°19'36"	466.00'	43.04'
C58	15°05'16"	466.00'	122.71'

LINE	DIRECTION	LENGTH
L255	N08°50'40"W	65.85'
L256	N30°13'10"E	8.04'
L257	N32°11'18"E	45.56'
L258	N28°14'02"E	17.96'
L259	N27°07'39"W	30.82'
L260	N74°27'03"W	71.19'
L261	N15°32'54"E	3.57'
L262	N48°25'17"E	71.76'
L263	N47°12'08"E	71.16'
L264	N77°36'07"E	23.27'

LINE	DIRECTION	LENGTH
L245	N47°51'31"E	3.12'
L246	N21°42'20"W	155.12'
L247	N14°48'51"W	127.36'
L248	N75°58'48"E	11.00'
L249	N24°32'31"E	30.21'
L250	N18°37'04"E	14.86'
L251	N18°31'31"W	33.33'
L252	N08°56'12"E	21.20'
L253	N52°02'09"E	38.00'
L254	N61°40'44"E	8.40'

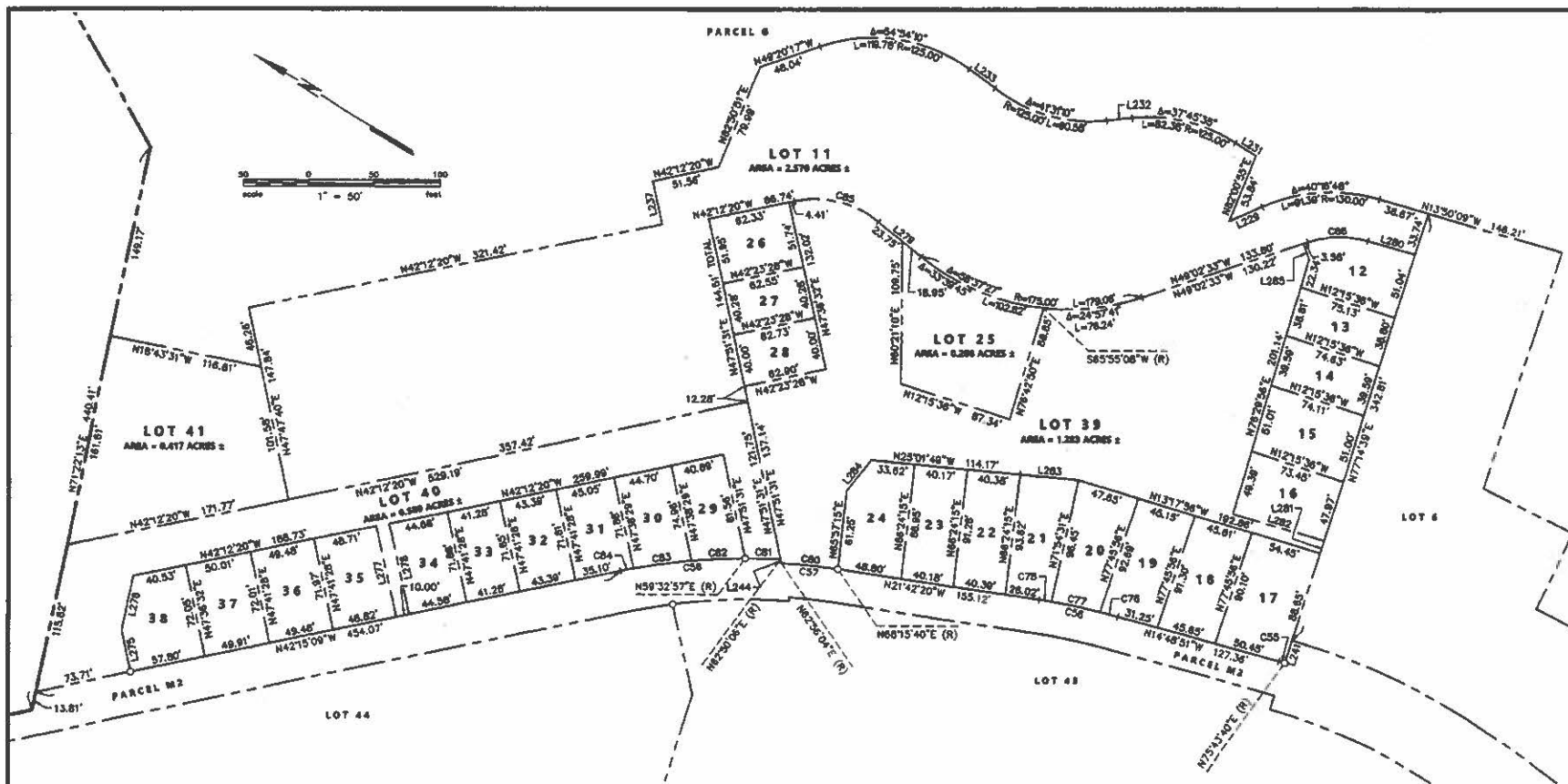
LINE	DIRECTION	LENGTH
L4	N48°20'17"E	91.49'
L5	N71°49'48"E	104.55'
L204	N01°55'00"W	21.86'
L205	N48°29'24"W	32.00'
L211	N37°57'51"W	49.00'
L212	N20°13'11"E	32.79'
L241	N77°43'39"E	18.01'
L242	N14°48'31"W	127.36'
L243	N21°42'20"W	155.12'
L244	N47°51'31"E	3.11'



LINE	DIRECTION	LENGTH
L206	N03°04'54"W	28.361
L207	N87°35'08"E	8.007
L209	N55°05'48"E	38.000
L285	N54°01'58"W	41.779
L286	N40°12'29"E	33.611
L287	N41°31'05"E	25.601
L288	N34°02'37"E	14.666
L289	N40°11'01"E	25.227
L270	N30°04'41"E	31.167
L271	N38°08'54"E	20.655
L272	N05°05'48"E	9.907

LEGEND  
 --- EXTENSION SUBDIVISION BOUNDARY  
 - - - NEW INTERIOR PARCEL LOT  
 - - - NEW EASEMENT  
 ○ SET 11" IRON PIPE WITH CAP STAMPED "PLS 886P"

**SUBDIVISION MAP 9611**  
 POINT MOUNTAIN PHASE 1  
 LOTS 1 THROUGH 11 AND A PORTION OF LOTS 12 AND 13 IN SECTION 8, TOWNSHIP 1 NORTH, RANGE 5 WEST, MOUNT Diablo BASE AND MERIDIAN, AS DESIGNATED ON "MAP NO. 1, SALT MARSH AND TIC LANDS, SITUATE IN THE COUNTY OF CONTRA COSTA, CALIFORNIA, SHOWING THE LOTS, BLOCKS AND STRIPS AS DESIGNATED ON THE "MAP OF THE SAN RAFAEL MARSH, CONTRA COSTA COUNTY, CALIFORNIA, FORMING A PART OF THE FINAL REPORT OF THE REFEREE IN PARTITION FOR THE CITY OF RICHMOND, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA" FOR THE CITY OF RICHMOND, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA.  
 BY: BAC ENGINEERS JOB NO. 2016080  
 DATED: MAY 2022 SCALE: 1" = 50' SHEET 12 OF 18



AREA TABLE		AREA TABLE		AREA TABLE	
LOT	AREA (ACRES ±)	LOT	AREA (ACRES ±)	LOT	AREA (ACRES ±)
12	0.065	21	0.088	31	0.074
13	0.067	22	0.066	32	0.072
14	0.066	23	0.083	33	0.068
15	0.066	24	0.094	34	0.074
16	0.082	26	0.074	35	0.081
17	0.113	27	0.058	36	0.082
18	0.095	28	0.056	37	0.083
19	0.065	29	0.073	38	0.088
20	0.063	30	0.075		

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C55	0°32'31"	513.00'	4.85'
C56	6°53'26"	513.00'	61.71'
C57	5°49'36"	463.00'	43.04'
C58	15°06'18"	466.00'	122.70'
C78	1°33'26"	513.00'	13.94'
C77	4°14'33"	513.00'	38.04'
C78	1°05'11"	513.00'	9.73'
C80	5°19'38"	463.00'	43.04'

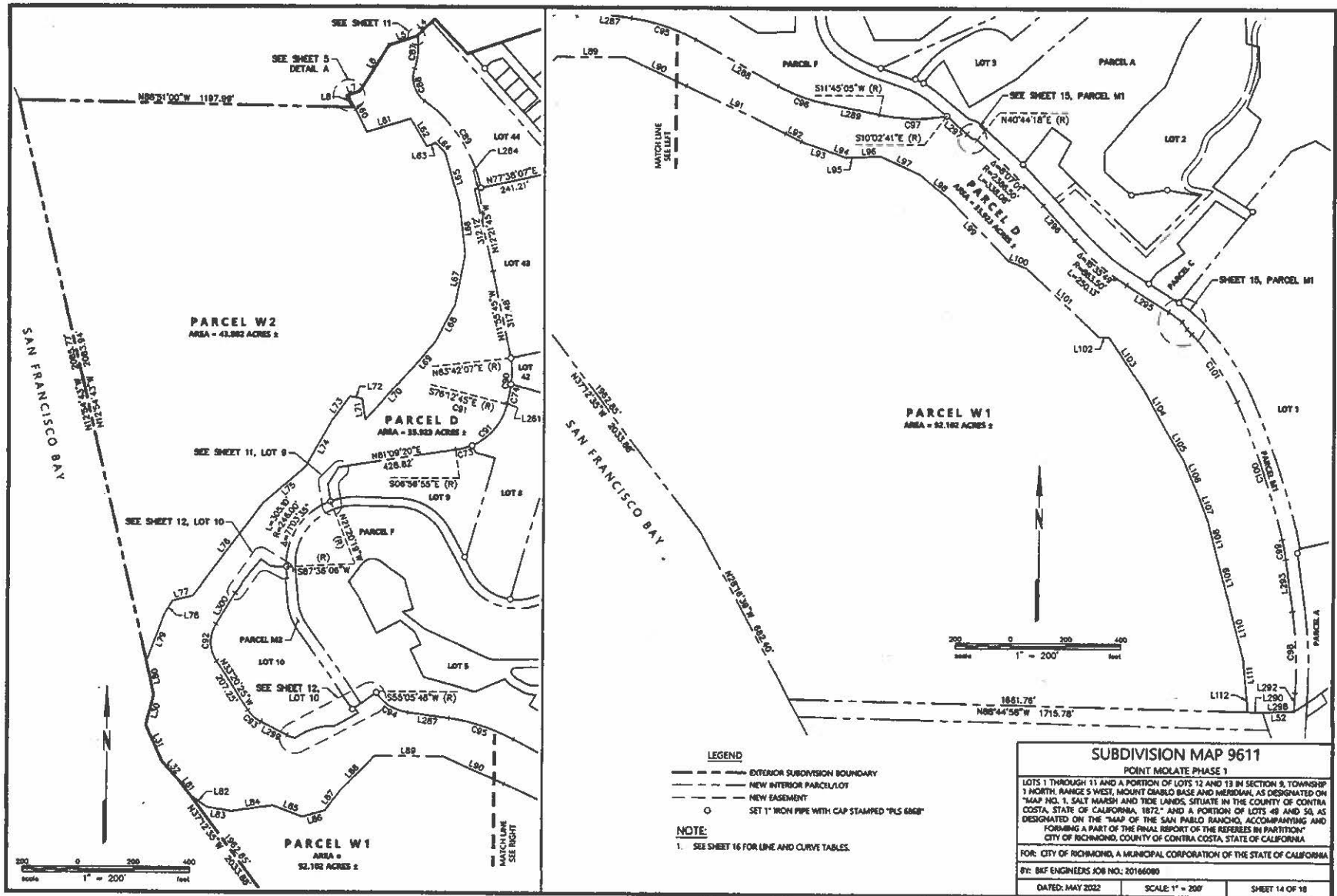
CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C81	3°17'09"	466.00'	26.72'
C82	5°03'31"	466.00'	41.14'
C83	9°30'44"	466.00'	44.83'
C84	1°13'52"	466.00'	10.01'
C85	5°14'7"	75.00'	67.79'
C86	35°12'24"	75.00'	46.00'

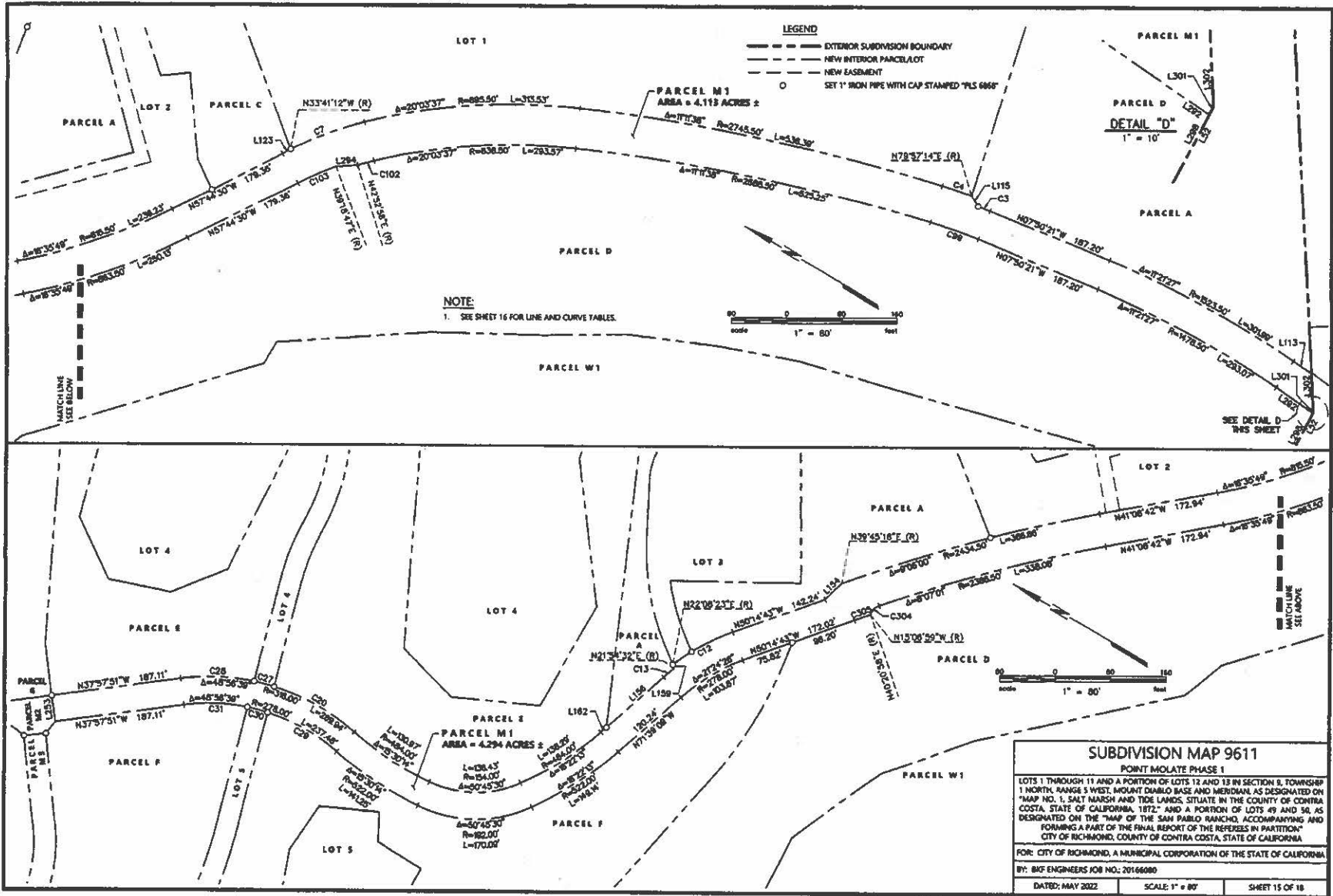
LINE TABLE			
LINE	DIRECTION	LENGTH	
L229	N54°06'57"W	27.55'	
L231	S01°48'19"W	16.55'	
L232	S35°57'17"E	19.43'	
L233	S05°33'53"W	23.95'	
L237	N47°47'40"E	33.98'	
L241	N77°14'39"E	18.01'	
L244	N47°51'31"E	3.11'	
L275	N47°41'28"E	32.86'	
L276	N71°21'07"E	42.77'	
L277	N47°36'34"E	71.93'	

LINE TABLE			
LINE	DIRECTION	LENGTH	
L278	N47°36'32"E	71.92'	
L279	N08°34'53"E	42.70'	
L280	N13°50'09"W	37.43'	
L281	N77°14'39"E	10.03'	
L282	N13°21'54"W	72.61'	
L283	N25°00'55"W	44.99'	
L284	N81°49'28"W	28.70'	
L285	N40°57'27"E	13.27'	

LEGEND			
	EXTERIOR SUBDIVISION BOUNDARY		
	NEW INTERIOR PARCEL/LOT		
	NEW EASEMENT		
	SET 1" IRON PIPE WITH CAP STAMPED "PLS 6068"		

**SUBDIVISION MAP 9611**  
 POINT INCLAVE PHASE 1  
 LOTS 1 THROUGH 11 AND A PORTION OF LOTS 12 AND 13 IN SECTION 9, TOWNSHIP 1 NORTH, RANGE 5 WEST, MOUNT Diablo BASE AND MERIDIAN, AS DESIGNATED ON "MAP NO. 1, SALT MARSH AND TOLE LANDS, SITUATE IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, 1872" AND A PORTION OF LOTS 49 AND 50, AS DESIGNATED ON THE "MAP OF THE SAN PABLO RANCHO, ACCOMPANYING AND FORMING A PART OF THE FINAL REPORT OF THE REFEREE IN PARTITION" CITY OF RICHMOND, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA  
 FOR: CITY OF RICHMOND, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA  
 BY: BKF ENGINEERS JOB NO: 20166080  
 DATED: MAY 2022      SCALE: 1" = 50'      SHEET 13 OF 18





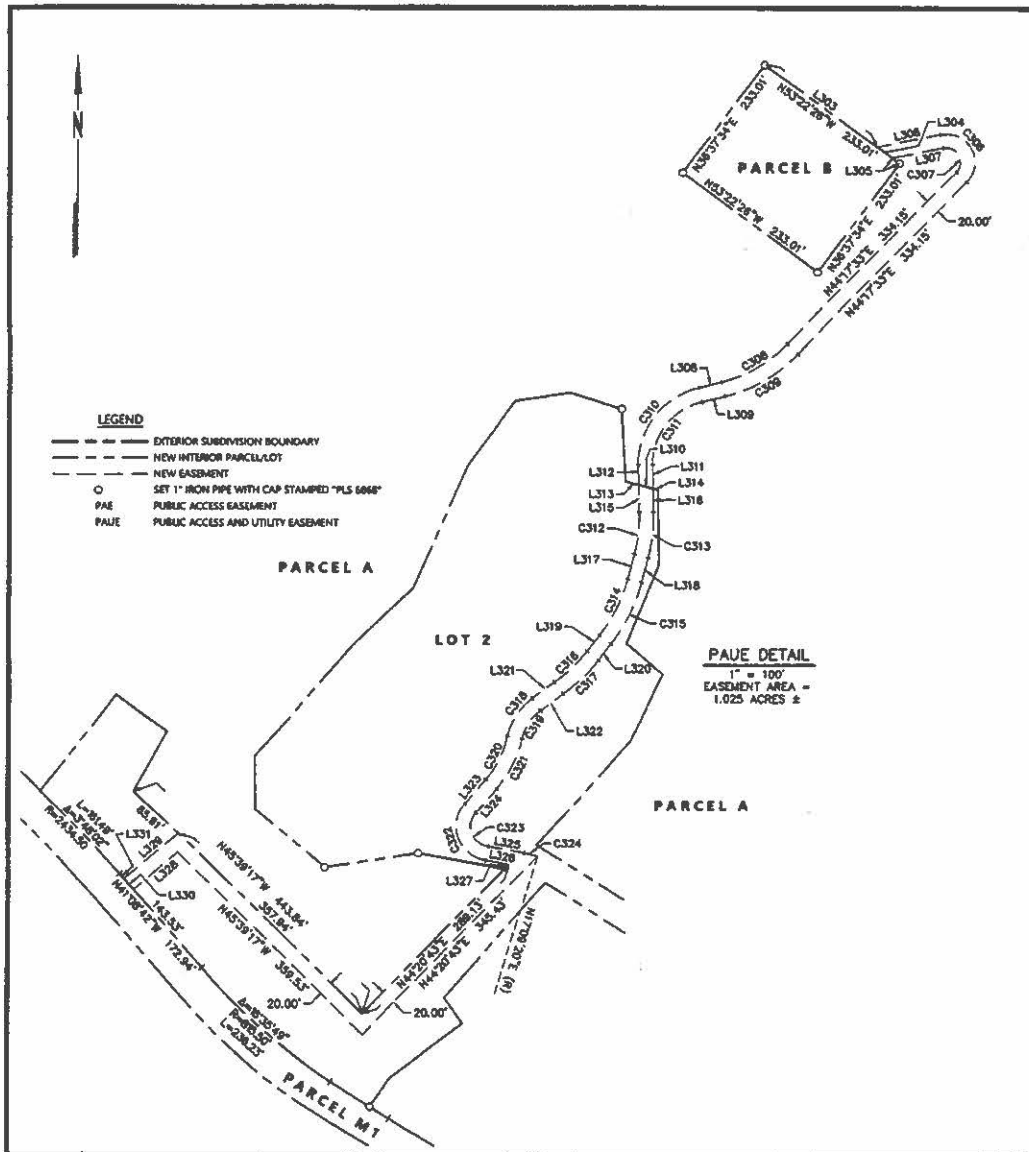
LINE TABLE			LINE TABLE			CURVE TABLE			
LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH	CURVE	DELTA	RADIUS	LENGTH
L4	N48°25'17"E	91.49'	L97	S65°40'23"E	159.02'	C3	173°52'	873.50'	18.77'
L5	N71°40'49"E	104.55'	L98	S50°08'38"E	140.54'	C4	2°54'28"	885.50'	44.94'
L6	S33°15'32"W	192.58'	L99	S42°53'27"E	311.67'	C7	12°08'28"	535.50'	113.18'
L7	N71°12'58"E	48.40'	L100	S68°49'46"E	87.62'	C12	17°36'54"	321.00'	98.69'
L8	S25°46'35"E	47.25'	L101	S47°02'43"E	382.72'	C13	3°33'41"	316.00'	18.64'
L30	S14°13'25"W	112.53'	L102	S69°22'42"E	36.28'	C20	24°15'21"	316.00'	133.78'
L31	S23°46'35"E	141.02'	L103	S34°19'53"E	220.85'	C27	5°26'29"	316.00'	30.01'
L32	S40°48'35"E	92.89'	L104	S29°09'30"E	164.48'	C28	18°14'49"	316.00'	106.15'
L52	N67°50'51"E	114.84'	L105	S31°06'20"E	106.84'	C29	23°33'01"	278.00'	115.88'
L60	S27°56'02"E	140.61'	L106	S23°10'32"E	133.84'	C30	6°11'10"	278.00'	30.01'
L61	N74°18'01"E	165.63'	L107	S20°05'53"E	117.22'	C31	16°52'29"	278.00'	91.56'
L62	S31°52'36"E	111.69'	L108	S14°17'10"E	132.12'	C73	16°15'13"	216.65'	61.46'
L63	N67°31'03"E	34.66'	L109	S18°07'37"E	156.33'	C74	9°11'06"	429.00'	68.78'
L64	S43°11'00"E	50.36'	L110	S14°34'41"E	222.25'	C87	27°41'19"	245.00'	116.40'
L65	S15°39'08"E	190.81'	L111	S05°46'08"E	122.19'	C88	73°33'02"	100.00'	128.37'
L66	S06°29'46"E	193.39'	L112	S05°29'37"E	65.72'	C89	42°35'09"	510.00'	379.06'
L67	N11°28'02"E	185.60'	L113	N03°31'06"E	32.16'	C90	21°50'48"	429.00'	163.58'
L68	S28°14'49"W	152.33'	L115	N29°12'32"E	19.16'	C91	89°15'50"	216.65'	261.91'
L69	S41°28'20"W	125.88'	L123	N61°16'53"W	13.38'	C92	64°33'26"	125.00'	140.64'
L70	S42°49'56"W	247.64'	L154	N74°37'46"W	32.70'	C93	29°43'38"	125.00'	64.85'
L71	N09°20'11"W	73.63'	L156	N71°39'09"W	109.60'	C94	47°18'32"	167.00'	137.89'
L72	N78°46'11"W	44.55'	L159	N36°24'55"E	5.18'	C95	20°33'41"	663.00'	245.10'
L73	S37°00'56"W	110.11'	L182	N71°59'09"W	10.64'	C96	16°36'16"	617.00'	178.62'
L74	S28°47'25"W	184.87'	L253	N52°02'09"E	38.00'	C97	21°47'46"	847.00'	246.13'
L75	S48°37'33"W	202.59'	L281	N15°32'54"E	3.52'	C98	11°21'27"	1478.50'	283.07'
L76	S38°37'57"W	423.76'	L284	S77°38'07"W	23.27'	C99	5°06'45"	828.50'	73.93'
L77	S78°07'01"W	74.51'	L287	N62°12'45"W	152.36'	C100	11°11'36"	2688.50'	525.25'
L78	S31°36'12"W	56.23'	L288	N61°36'04"W	339.82'	C101	20°03'37"	838.50'	293.57'
L79	S20°19'07"W	184.00'	L289	N78°15'23"W	202.55'	C102	23°44'2"	478.50'	24.32'
L80	S12°54'43"E	120.77'	L290	S86°44'58"E	54.02'	C103	7°03'18"	466.50'	59.90'
L81	S37°12'35"E	71.03'	L292	N03°31'06"E	64.94'	C304	55°51'17"	19.50'	19.01'
L82	S55°02'10"E	73.24'	L293	N07°50'21"W	187.20'	C305	0°35'41"	2376.00'	24.68'
L83	S80°48'14"E	89.92'	L294	N34°00'14"W	31.10'				
L84	N82°04'52"E	150.24'	L295	N57°44'30"W	179.36'				
L85	S69°51'46"E	114.32'	L296	N41°08'42"W	173.94'				
L86	N74°10'57"E	84.01'	L297	N50°14'43"W	96.20'				
L87	N37°41'46"E	89.58'	L298	N67°50'49"E	113.35'				
L88	N43°41'43"E	178.37'	L299	S63°04'01"E	105.60'				
L89	S89°37'59"E	251.29'	L300	S31°13'01"W	132.14'				
L90	S65°45'40"E	239.27'	L301	N87°50'49"E	1.59'				
L91	S82°06'48"E	394.97'	L302	N56°35'43"E	54.30'				
L92	S63°38'53"E	63.02'							
L93	S70°31'40"E	130.72'							
L94	S69°06'13"E	41.06'							
L95	N86°40'35"E	43.41'							
L96	N67°05'08"E	81.89'							

**SUBDIVISION MAP 9611**  
POINT MCLATE PHASE 1

LOTS 1 THROUGH 11 AND A PORTION OF LOTS 12 AND 13 IN SECTION 9, TOWNSHIP 1 NORTH, RANGE 5 WEST, MOUNT Diablo BASIN AND MERIDIAN, AS DESIGNATED ON "MAP NO. 1, SALT MARSH AND TIDE LANDS, SITUATE IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, 1872," AND A PORTION OF LOTS 49 AND 50, AS DESIGNATED ON THE "MAP OF THE SAN PABLO RANCHO, ACCOMPANYING AND FORMING A PART OF THE FINAL REPORT OF THE REFERES IN PARTITION" CITY OF RICHMOND, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA

FOR: CITY OF RICHMOND, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA  
BY: BKF ENGINEERS JOB NO: 20166080

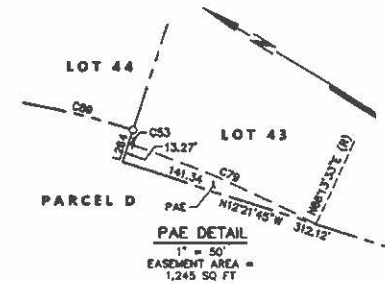
DATE: MAY 2022	SCALE: AS SHOWN	SHEET 16 OF 18
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LINE	DIRECTION	LENGTH
L303	N53°22'28"W	183.68'
L304	N53°22'28"W	26.77'
L305	N53°22'28"W	12.37'
L306	N78°18'38"E	68.22'
L307	N78°18'38"E	71.43'
L308	N78°19'58"E	32.35'
L309	N78°19'58"E	32.35'
L310	N75°15'56"W	20.80'
L311	N01°12'56"W	34.33'
L312	N01°12'56"W	28.64'
L313	N75°15'56"W	18.33'
L314	N75°15'56"W	8.84'
L315	N01°12'56"W	37.77'
L316	N01°12'56"W	32.06'
L317	N14°38'20"E	35.78'

LINE	DIRECTION	LENGTH
L318	N14°38'20"E	35.78'
L319	N38°05'02"E	28.45'
L320	N38°05'02"E	28.45'
L321	N54°23'01"E	37.71'
L322	N54°23'01"E	37.71'
L323	N40°23'28"E	44.23'
L324	N40°23'28"E	44.23'
L325	N79°45'58"W	50.29'
L326	N79°45'58"W	32.66'
L327	N44°20'43"E	8.45'
L328	N48°06'20"E	78.73'
L329	N48°06'20"E	88.22'
L330	N41°06'42"W	20.00'
L331	N41°06'42"W	9.41'

CURVE	DELTA	RADIUS	LENGTH
C53	0°24'40"	500.00'	3.96'
C78	107°0'45"	780.00'	138.58'
C306	148°00'35"	40.00'	101.93'
C307	148°00'35"	20.00'	50.97'
C308	32°02'28"	190.00'	106.23'
C309	32°02'28"	210.00'	117.43'
C310	77°32'54"	110.00'	148.88'
C311	77°32'54"	90.00'	121.81'
C312	155°2'18"	215.00'	58.56'
C313	153°2'16"	235.00'	65.10'
C314	232°3'42"	215.00'	67.78'
C315	232°3'42"	235.00'	95.96'
C316	18°19'58"	215.00'	61.28'
C317	18°19'58"	235.00'	66.98'
C318	42°13'48"	85.00'	62.63'
C319	42°13'48"	65.00'	47.81'
C320	28°74'13"	140.00'	68.00'
C321	28°74'13"	160.00'	78.85'
C322	120°09'24"	50.00'	104.88'
C323	120°09'24"	30.00'	82.81'
C324	6°55'18"	160.00'	19.33'

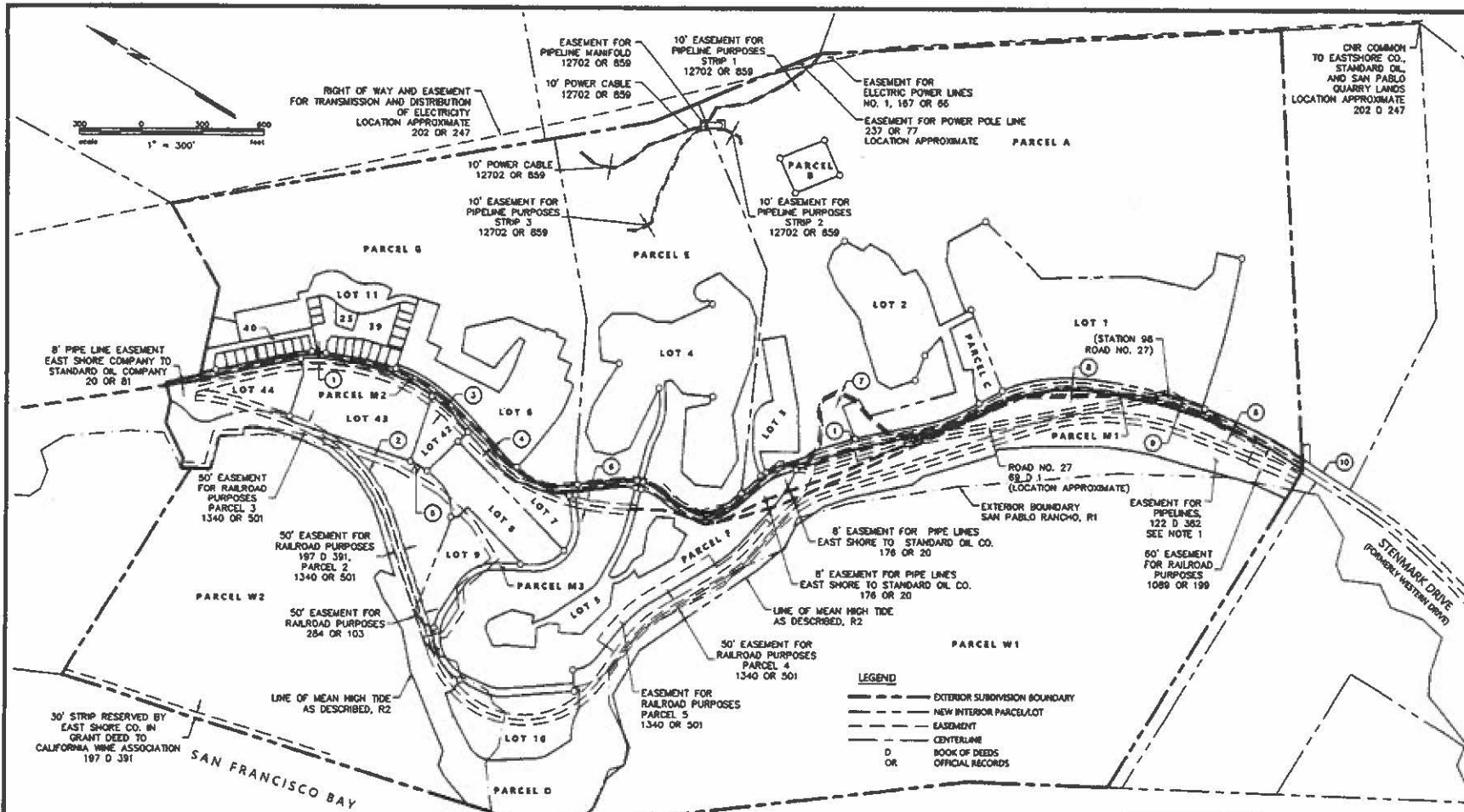


**SUBDIVISION MAP 9611**  
POINT MOLATE PHASE 1

LOTS 1 THROUGH 11 AND A PORTION OF LOTS 12 AND 13 IN SECTION 9, TOWNSHIP 1 NORTH, RANGE 5 WEST, MOUNT Diablo BASE AND MERIDIAN, AS DESIGNATED ON "MAP NO. 1, SALT MARSH AND TIDE LANDS, SITUATE IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, 1872," AND A PORTION OF LOTS 49 AND 50, AS DESIGNATED ON THE "MAP OF THE SAN PABLO RANCHO, ACCOMPANYING AND FORMING A PART OF THE FINAL REPORT OF THE REFEREE BY PARTITION" CITY OF RICHMOND, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA

FOR: CITY OF RICHMOND, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA  
BY: BEF ENGINEERS JOB NO. 20188080

DATED: MAY 2022	SCALE: AS SHOWN	SHEET 17 OF 18
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**EXISTING EASEMENT TABLE:**

1	40' EASEMENT FOR ROAD PURPOSES; 13044 OR 945 AND 13830 OR 772	6	50' EASEMENT FOR RAILROAD PURPOSES; 1340 OR 501
2	30' STRIP RESERVED BY THE EAST SHORE CO.; 122 D 595	7	16' EASEMENT FOR PRIVATE RIGHT OF WAY ONLY; 314 OR 284
3	50' STRIP, RIGHT OF WAY TO RICHMOND BELT RAILWAY FOR RAILROAD PURPOSES; 122 D 595 AND 223 OR 362	8	8' EASEMENT FOR PIPE LINES; 167 OR 66
4	16' EASEMENT FOR PRIVATE RIGHT OF WAY FOR ROADWAY PURPOSES; 245 OR 481	9	8' EASEMENT FOR PIPE LINES; 178 OR 20
5	EASEMENT FOR WHARF PURPOSES; 122 D 595	10	RIGHT OF WAY FOR PUBLIC STREET AND HIGHWAY; 1276 OR 1

**NOTE:**  
 1. EASEMENT FOR PIPELINES, 122 D 382, DESCRIBED AS BEING "... BOUNDED BY TIDE LOTS NOS 2 IN SECTION 15 AND 13 AND 14 IN SECTION 9 AND SAN FRANCISCO BAY AND BOUNDED EASTERLY AND NORTHEASTERLY BY WHAT IS NOW AND HAS BEEN KNOWN AS THE EASTERLY AND NORTHEASTERLY BOUNDARY OF COUNTY ROAD NO. TWENTY SEVEN (R7)..."

**SUBDIVISION MAP 9611**  
 POINT MOLATE PHASE 1

LOTS 1 THROUGH 13 AND A PORTION OF LOTS 12 AND 13 IN SECTION 9, TOWNSHIP 1 NORTH, RANGE 5 WEST, MOUNT Diablo BASE AND MERIDIAN, AS DESIGNATED ON "MAP NO. 1, SALT MARSH AND TIDE LANDS, SITUATE IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, 1872," AND A PORTION OF LOTS 48 AND 50, AS DESIGNATED ON THE "MAP OF THE SAN PABLO RANCHO, ACCOMPANYING AND FORMING A PART OF THE FINAL REPORT OF THE REFEREE IN PARTITION" CITY OF RICHMOND, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA

FOR: CITY OF RICHMOND, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA  
 BY: BEF ENGINEERS JOB NO.: 20164080

DATED: MAY 2022      SCALE: 1" = 300'      SHEET 18 OF 18

## **Exhibit D**

### **Buyer Insurance Requirements**

Commercial General Liability Insurance. A policy of commercial general liability insurance (occurrence form) having a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence, providing coverage for, among other things, blanket contractual liability, premises liability, products and completed operations liability, broad form property damage, and bodily injury (including wrongful death).

Automobile Liability Insurance. Comprehensive automobile liability insurance having a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence and insuring against liability for claims arising out of the ownership, maintenance, or use of any owned, hired, or non-owned automobiles.

Workers' Compensation and Employer's Liability Insurance. Workers' compensation insurance that complies with all applicable state statutes and regulatory requirements, and employer's liability insurance coverage in statutory amounts.

Buyer may elect to self-insure, jointly-insure, or maintain insurance or an insurance equivalent (including, but not limited to, that offered to a public agency through and by a joint powers authority, a self insurance pool of liability coverage authorized pursuant to California Government Code Section 6500, or similar collective).

**Exhibit E**

**Property Document Form**

**INSTRUCTIONS: In each category, make an “X” next to b, c, or d. a. should only be marked if there are attorney-client privileged documents in the category. Sign page F-11.**

Mark **a.** with an “X” if you have emails, letters, or written advice from an attorney that fall within the category of documents requested.

Mark **b.** with an “X” if you have documents *and* provide the documents requested.

Mark **c.** with an “X” if you **do not** have documents (other than privileged documents) but think someone else does. Please write that person’s or company’s name on the line.

Mark **d.** with an “X” if you **do not** have documents (other than privileged documents), and think documents **do not** exist.

**CATEGORY 1:**

**All title reports for any part of the property shown on Attachment No. 1 to this Exhibit E (“Property”).**

a.  Seller is withholding some documents that are subject to attorney-client privilege.

b.  Seller is providing the documents requested with this Property Document Form, except documents that are subject to attorney-client privilege.

c.  Seller does not have the documents requested. However, Seller thinks they exist and Buyer should ask for the documents requested from \_\_\_\_\_

d.  Seller does not have the documents requested. Seller believes they do not exist.

**CATEGORY 2:**

**All documents granting any person an easement in any part of the Property.**

a.  Seller is withholding some documents that are subject to attorney-client privilege.

b.  Seller is providing the documents requested with this Property Document Form, except documents that are subject to attorney-client privilege.

c.  Seller does not have the documents requested. However, Seller thinks they exist and Buyer should ask for the documents requested from \_\_\_\_\_

- d. \_\_\_ Seller does not have the documents requested. Seller believes they do not exist.

**CATEGORY 3:**

**All land use covenants or conditions restricting use of the Property.**

- a. \_\_\_ Seller is withholding some documents that are subject to attorney-client privilege.
- b. \_\_\_ Seller is providing the documents requested with this Property Document Form, except documents that are subject to attorney-client privilege.
- c. \_\_\_ Seller does not have the documents requested. However, Seller thinks they exist and Buyer should ask for the documents requested from \_\_\_\_\_
- d. \_\_\_ Seller does not have the documents requested. Seller believes they do not exist.

**CATEGORY 4:**

**All lease agreements for any part of the Property.**

- a. \_\_\_ Seller is withholding some documents that are subject to attorney-client privilege.
- b. \_\_\_ Seller is providing the documents requested with this Property Document Form, except documents that are subject to attorney-client privilege.
- c. \_\_\_ Seller does not have the documents requested. However, Seller thinks they exist and Buyer should ask for the documents requested from \_\_\_\_\_
- d. \_\_\_ Seller does not have the documents requested. Seller believes they do not exist.

**CATEGORY 5:**

**All license agreements for any part of the Property.**

- a. \_\_\_ Seller is withholding some documents that are subject to attorney-client privilege.
- b. \_\_\_ Seller is providing the documents requested with this Property Document Form, except documents that are subject to attorney-client privilege.
- c. \_\_\_ Seller does not have the documents requested. However, Seller thinks they exist and Buyer should ask for the documents requested from \_\_\_\_\_
- d. \_\_\_ Seller does not have the documents requested. Seller believes they do not exist.

**CATEGORY 6:**

**All other agreements granting any third person the right to enter and use any part of the Property.**

- a.  Seller is withholding some documents that are subject to attorney-client privilege.
- b.  Seller is providing the documents requested with this Property Document Form, except documents that are subject to attorney-client privilege.
- c.  Seller does not have the documents requested. However, Seller thinks they exist and Buyer should ask for the documents requested from \_\_\_\_\_
- d.  Seller does not have the documents requested. Seller believes they do not exist. .

**CATEGORY 7:**

**All service contracts for any of the Improvements or any part of the Property.**

- a.  Seller is withholding some documents that are subject to attorney-client privilege.
- b.  Seller is providing the documents requested with this Property Document Form, except documents that are subject to attorney-client privilege.
- c.  Seller does not have the documents requested. However, Seller thinks they exist and Buyer should ask for the documents requested from \_\_\_\_\_
- d.  Seller does not have the documents requested. Seller believes they do not exist. .

**CATEGORY 8:**

**All maintenance agreements for any of the Improvements or any part of the Property**

- a.  Seller is withholding some documents that are subject to attorney-client privilege.
- b.  Seller is providing the documents requested with this Property Document Form, except documents that are subject to attorney-client privilege.
- c.  Seller does not have the documents requested. However, Seller thinks they exist and Buyer should ask for the documents requested from \_\_\_\_\_
- d.  Seller does not have the documents requested. Seller believes they do not exist. .

**CATEGORY 9:**

**All management agreements for any of the Improvements or any part of the Property**

- a.  Seller is withholding some documents that are subject to attorney-client privilege.
- b.  Seller is providing the documents requested with this Property Document Form, except documents that are subject to attorney-client privilege.
- c.  Seller does not have the documents requested. However, Seller thinks they exist and Buyer should ask for the documents requested from \_\_\_\_\_  
\_\_\_\_\_
- d.  Seller does not have the documents requested. Seller believes they do not exist. .

**CATEGORY 10:**

**All parking agreements for any part of the Property.**

- a.  Seller is withholding some documents that are subject to attorney-client privilege.
- b.  Seller is providing the documents requested with this Property Document Form, except documents that are subject to attorney-client privilege.
- c.  Seller does not have the documents requested. However, Seller thinks they exist and Buyer should ask for the documents requested from \_\_\_\_\_  
\_\_\_\_\_
- d.  Seller does not have the documents requested. Seller believes they do not exist. .

**CATEGORY 11:**

**All agreements for janitorial services for any of the Improvements or any part of the Property.**

- a.  Seller is withholding some documents that are subject to attorney-client privilege.
- b.  Seller is providing the documents requested with this Property Document Form, except documents that are subject to attorney-client privilege.
- c.  Seller does not have the documents requested. However, Seller thinks they exist and Buyer should ask for the documents requested from \_\_\_\_\_  
\_\_\_\_\_
- d.  Seller does not have the documents requested. Seller believes they do not exist. .

**CATEGORY 12:**

**All agreements for landscaping services for any part of the Property.**

- a. \_\_\_ Seller is withholding some documents that are subject to attorney-client privilege.
- b. \_\_\_ Seller is providing the documents requested with this Property Document Form, except documents that are subject to attorney-client privilege.
- c. \_\_\_ Seller does not have the documents requested. However, Seller thinks they exist and Buyer should ask for the documents requested from \_\_\_\_\_
- d. \_\_\_ Seller does not have the documents requested. Seller believes they do not exist. .

**CATEGORY 13:**

**All other contracts and agreements related to the operation and management of the Property or the Improvements.**

- a. \_\_\_ Seller is withholding some documents that are subject to attorney-client privilege.
- b. \_\_\_ Seller is providing the documents requested with this Property Document Form, except documents that are subject to attorney-client privilege.
- c. \_\_\_ Seller does not have the documents requested. However, Seller thinks they exist and Buyer should ask for the documents requested from \_\_\_\_\_
- d. \_\_\_ Seller does not have the documents requested. Seller believes they do not exist. .

**CATEGORY 14:**

**All compliance notices concerning the Property from the City, County, United States government, or any other government agency.**

- a. \_\_\_ Seller is withholding some documents that are subject to attorney-client privilege.
- b. \_\_\_ Seller is providing the documents requested with this Property Document Form, except documents that are subject to attorney-client privilege.
- c. \_\_\_ Seller does not have the documents requested. However, Seller thinks they exist and Buyer should ask for the documents requested from \_\_\_\_\_
- d. \_\_\_ Seller does not have the documents requested. Seller believes they do not exist. .

**CATEGORY 15:**

**All notices of violation concerning the Property from the City, County, United States government, or any other government agency.**

- a. \_\_\_ Seller is withholding some documents that are subject to attorney-client privilege.
- b. \_\_\_ Seller is providing the documents requested with this Property Document Form, except documents that are subject to attorney-client privilege.
- c. \_\_\_ Seller does not have the documents requested. However, Seller thinks they exist and Buyer should ask for the documents requested from \_\_\_\_\_
- d. \_\_\_ Seller does not have the documents requested. Seller believes they do not exist. .

**CATEGORY 16:**

**Any correspondence to or from any government agency with jurisdiction over the Property;**

- a. \_\_\_ Seller is withholding some documents that are subject to attorney-client privilege.
- b. \_\_\_ Seller is providing the documents requested with this Property Document Form, except documents that are subject to attorney-client privilege.
- c. \_\_\_ Seller does not have the documents requested. However, Seller thinks they exist and Buyer should ask for the documents requested from \_\_\_\_\_
- d. \_\_\_ Seller does not have the documents requested. Seller believes they do not exist. .

**CATEGORY 17:**

**All documents relating to underground storage tanks on the Property;**

- a. \_\_\_ Seller is withholding some documents that are subject to attorney-client privilege.
- b. \_\_\_ Seller is providing the documents requested with this Property Document Form, except documents that are subject to attorney-client privilege.
- c. \_\_\_ Seller does not have the documents requested. However, Seller thinks they exist and Buyer should ask for the documents requested from \_\_\_\_\_
- d. \_\_\_ Seller does not have the documents requested. Seller believes they do not exist. .

**CATEGORY 18:**

**All soils reports relating to the Property.**

- a. \_\_\_ Seller is withholding some documents that are subject to attorney-client privilege.
- b. \_\_\_ Seller is providing the documents requested with this Property Document Form, except documents that are subject to attorney-client privilege.
- c. \_\_\_ Seller does not have the documents requested. However, Seller thinks they exist and Buyer should ask for the documents requested from \_\_\_\_\_  
\_\_\_\_\_
- d. \_\_\_ Seller does not have the documents requested. Seller believes they do not exist. .

**CATEGORY 19:**

**All building inspection reports relating to the Improvements.**

- a. \_\_\_ Seller is withholding some documents that are subject to attorney-client privilege.
- b. \_\_\_ Seller is providing the documents requested with this Property Document Form, except documents that are subject to attorney-client privilege.
- c. \_\_\_ Seller does not have the documents requested. However, Seller thinks they exist and Buyer should ask for the documents requested from \_\_\_\_\_  
\_\_\_\_\_
- d. \_\_\_ Seller does not have the documents requested. Seller believes they do not exist. .

**CATEGORY 20:**

**All structural reports relating to the Improvements.**

- a. \_\_\_ Seller is withholding some documents that are subject to attorney-client privilege.
- b. \_\_\_ Seller is providing the documents requested with this Property Document Form, except documents that are subject to attorney-client privilege.
- c. \_\_\_ Seller does not have the documents requested. However, Seller thinks they exist and Buyer should ask for the documents requested from \_\_\_\_\_  
\_\_\_\_\_
- d. \_\_\_ Seller does not have the documents requested. Seller believes they do not exist. .

**CATEGORY 21:**

**All other inspection reports relating to the Property or the Improvements.**

- a. \_\_\_ Seller is withholding some documents that are subject to attorney-client privilege.
- b. \_\_\_ Seller is providing the documents requested with this Property Document Form, except documents that are subject to attorney-client privilege.
- c. \_\_\_ Seller does not have the documents requested. However, Seller thinks they exist and Buyer should ask for the documents requested from \_\_\_\_\_
- d. \_\_\_ Seller does not have the documents requested. Seller believes they do not exist. .

**CATEGORY 22:**

**Any Phase I report for any part of the Property.**

- a. \_\_\_ Seller is withholding some documents that are subject to attorney-client privilege.
- b. \_\_\_ Seller is providing the documents requested with this Property Document Form, except documents that are subject to attorney-client privilege.
- c. \_\_\_ Seller does not have the documents requested. However, Seller thinks they exist and Buyer should ask for the documents requested from \_\_\_\_\_
- d. \_\_\_ Seller does not have the documents requested. Seller believes they do not exist. .

**CATEGORY 23:**

**Any Phase II report for any part of the Property.**

- a. \_\_\_ Seller is withholding some documents that are subject to attorney-client privilege.
- b. \_\_\_ Seller is providing the documents requested with this Property Document Form, except documents that are subject to attorney-client privilege.
- c. \_\_\_ Seller does not have the documents requested. However, Seller thinks they exist and Buyer should ask for the documents requested from \_\_\_\_\_
- d. \_\_\_ Seller does not have the documents requested. Seller believes they do not exist. .

**CATEGORY 24:**

**All other environmental reports related to the Property.**

- a. \_\_\_ Seller is withholding some documents that are subject to attorney-client privilege.
- b. \_\_\_ Seller is providing the documents requested with this Property Document Form, except documents that are subject to attorney-client privilege.
- c. \_\_\_ Seller does not have the documents requested. However, Seller thinks they exist and Buyer should ask for the documents requested from \_\_\_\_\_  
\_\_\_\_\_
- d. \_\_\_ Seller does not have the documents requested. Seller believes they do not exist. .

**CATEGORY 25:**

**All reports and studies concerning the operation, maintenance, or repair of the Property.**

**CATEGORY 26:**

**All reports and studies concerning the acquisition of the Property.**

- a. \_\_\_ Seller is withholding some documents that are subject to attorney-client privilege.
- b. \_\_\_ Seller is providing the documents requested with this Property Document Form, except documents that are subject to attorney-client privilege.
- c. \_\_\_ Seller does not have the documents requested. However, Seller thinks they exist and Buyer should ask for the documents requested from \_\_\_\_\_  
\_\_\_\_\_
- d. \_\_\_ Seller does not have the documents requested. Seller believes they do not exist. .

**CATEGORY 27:**

**All reports and studies concerning development of the Property.**

- a. \_\_\_ Seller is withholding some documents that are subject to attorney-client privilege.
- b. \_\_\_ Seller is providing the documents requested with this Property Document Form, except documents that are subject to attorney-client privilege.
- c. \_\_\_ Seller does not have the documents requested. However, Seller thinks they exist and Buyer should ask for the documents requested from \_\_\_\_\_  
\_\_\_\_\_

d. \_\_\_ Seller does not have the documents requested. Seller believes they do not exist. .

**CATEGORY 28:**

**Any claims, litigation, actions or other legal proceedings affecting the Property.**

a. \_\_\_ Seller is withholding some documents that are subject to attorney-client privilege.

b. \_\_\_ Seller is providing the documents requested with this Property Document Form,  
except documents that are subject to attorney-client privilege.

c. \_\_\_ Seller does not have the documents requested. However, Seller thinks they exist and  
Buyer should ask for the documents requested from \_\_\_\_\_  
\_\_\_\_\_

d. \_\_\_ Seller does not have the documents requested. Seller believes they do not exist. .

**CATEGORY 29:**

**Any ALTA surveys or other surveys pertaining to the Property.**

a. \_\_\_ Seller is withholding some documents that are subject to attorney-client privilege.

b. \_\_\_ Seller is providing the documents requested with this Property Document Form,  
except documents that are subject to attorney-client privilege.

c. \_\_\_ Seller does not have the documents requested. However, Seller thinks they exist and  
Buyer should ask for the documents requested from \_\_\_\_\_  
\_\_\_\_\_

d. \_\_\_ Seller does not have the documents requested. Seller believes they do not exist. .

To Seller's actual knowledge, Seller has produced all Property Documents maintained by Seller and Seller Related Parties in connection with the Property, including all information, records, reports and studies concerning Hazardous Materials and all existing orders and directives from or agreements with any governmental agency pertaining to the environmental condition of the Property and any requests for information, documents, access or investigation pertaining thereto. Seller's representations and warranties in the Agreement are qualified to the extent that the Property Documents disclose relevant facts.

**SELLER:**

**POINT MOLATE FUTURES LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

**Donald Duncan, Manager**

Date: \_\_\_\_\_

**Exhibit F**

**Form of Estoppel Certificate**

**TENANT ESTOPPEL CERTIFICATE**

\_\_\_\_\_, 2024

East Bay Regional Park District  
Attn: Jason Rosenberg, Assistant General Counsel  
2950 Peralta Oaks Court  
Oakland, CA 94605

RE: Portions of Point Molate, as shown on Attachment No. 1 (the "Property")

Ladies and Gentlemen:

The undersigned ("Tenant") has been advised you may purchase the above Property, and we hereby represent, warrant and certify to you that:

1. The undersigned is the Tenant of \_\_\_\_\_ ("Landlord"), in the above Property, and is currently in possession and paying rent on premises known as \_\_\_\_\_, and containing approximately \_\_\_\_\_ square feet (the "Premises"), under the terms of that certain \_\_\_\_\_ Agreement dated \_\_\_\_\_ (as the same may have been amended, the "Agreement"). There are no amendments or modifications to the Agreement except as follows: \_\_\_\_\_. Except as set forth in this paragraph 1, there are no other written or oral agreements between Tenant and Landlord. Tenant neither expects nor has been promised any inducement, concession or consideration for entering into the Agreement, except as stated therein, and there are no side agreements or understandings between Landlord and Tenant.

2. As of the date of this Certificate, the Agreement is in full force, has not been terminated, and is enforceable in accordance with its terms, subject only to any offsets, counterclaims, or defenses set forth in Section 8 hereof.

3. Tenant has accepted and is currently occupying the Premises.

4. The term of the Agreement commenced on \_\_\_\_\_, and expires on \_\_\_\_\_. Tenant has \_\_\_\_\_ remaining options to extend of \_\_\_\_\_ years each.

5. Tenant has given Landlord \$ \_\_\_\_\_ as a security deposit.

6. No payments by Tenant under the Agreement have been made for more than one (1) month in advance, and minimum rents and other charges under the Agreement are current.

7. All obligations of the Landlord under the Agreement, including but not limited to those of an inducement nature and those concerning the construction of the Tenant's premises and development of the Property have been performed by Landlord, except as follows:  
\_\_\_\_\_.

8. No default exists on the part of either Landlord or Tenant under the Agreement, and no circumstances exist, which, with notice or the passage of time, or both, would constitute a default on the part of either Landlord or Tenant under the Agreement, except as follows:  
\_\_\_\_\_.

9. The undersigned has not entered into any sublease, assignment or any other agreement transferring any of its interest in the Agreement or the Premises except as follows:  
\_\_\_\_\_.

10. A true and correct copy of the Agreement and all amendments thereto is attached hereto as Attachment No. 2.

The undersigned makes this statement for your benefit and protection with the understanding that you intend to rely upon this statement in connection with your intended purchase of the above described Property from Landlord. The undersigned agrees that it will, upon receipt of written notice from Landlord, commence to pay all rents to you or to any agent acting on your behalf.

Very truly yours,

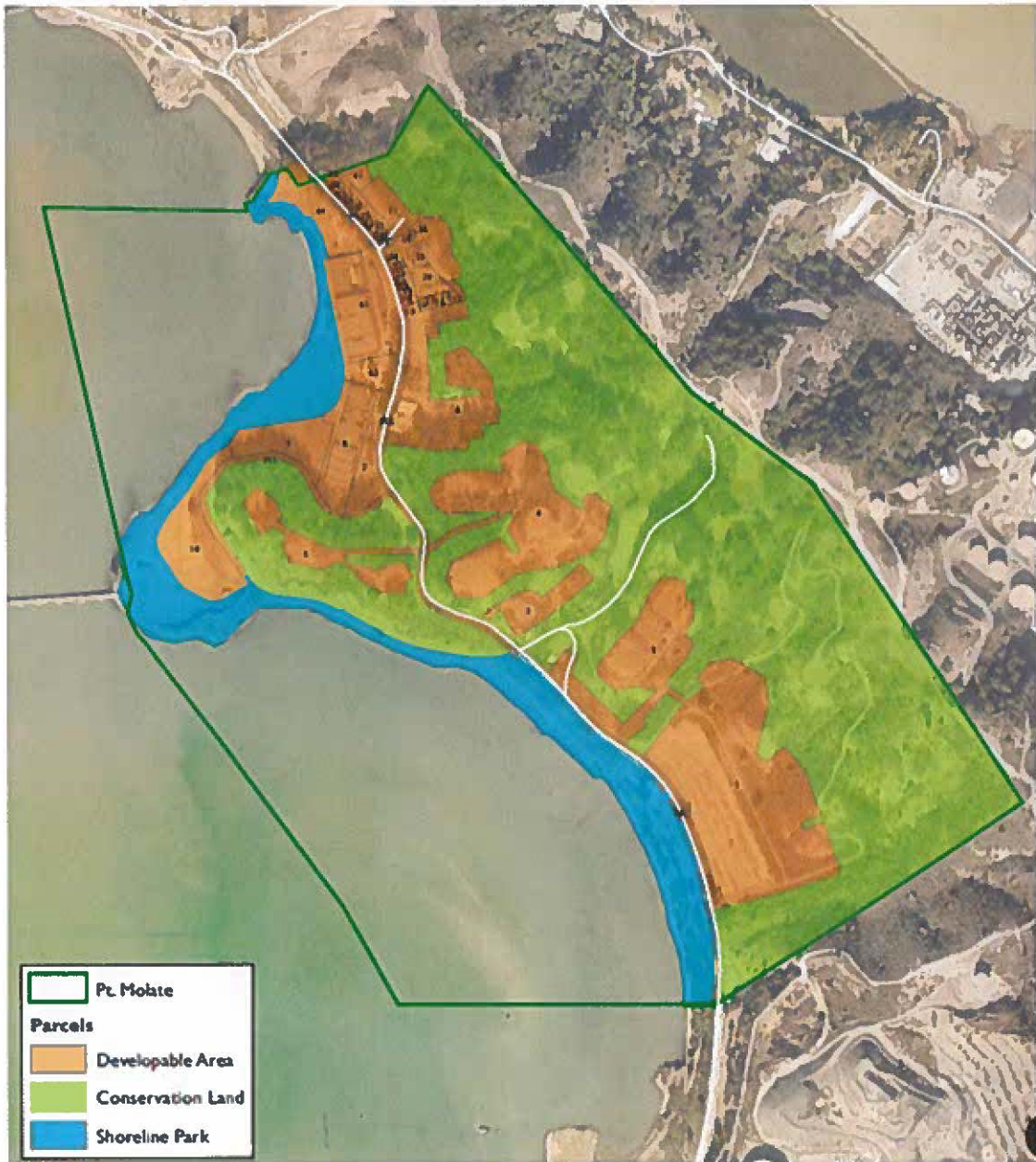
\_\_\_\_\_  
Tenant Name: \_\_\_\_\_

Tenant Address: \_\_\_\_\_  
\_\_\_\_\_

**Attachment No. 1**

**Map of Property**

**The Property is shown in orange below**



**Attachment No. 2**

**Copy of Agreement and Amendments**

*[Seller or tenant to attach behind this page]*

**Exhibit G**

**Form of Quitclaim Deed**

**RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:**

East Bay Regional Park District  
Attn: Becky Bremser  
Chief of Land Acquisition  
2950 Peralta Oaks Court  
Oakland, CA 94605

[Exempt from recording fee per Gov. Code § 27383]

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**QUITCLAIM DEED (INCLUDING COVENANTS)**

APN: \_\_\_\_\_ [to be inserted when provided by title company]

This Quitclaim Deed is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between POINT MOLATE FUTURES LLC, a Delaware limited liability company (“Grantor”), and THE EAST BAY REGIONAL PARK DISTRICT, a special district (“Grantee”).

WHEREAS, Grantor and Grantee are parties to that certain Purchase and Sale Agreement dated \_\_\_\_\_ 2024; and

WHEREAS, in 2003 the United States Department of the Navy (“Navy”) approved a Finding of Suitability for Transfer (the “FOST”) determining, among other things, that the Disposal Areas 1, 2, 4, 6, 7, 8, 9, 11 and 12 described in the FOST were environmentally suitable for transfer in accordance with and subject to Section 120(h)(3)(A) of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9620 et seq. (“CERCLA”); and

WHEREAS, in 2008 the Navy approved a Finding of Suitability for Early Transfer (“FOSET”) determining, among other things, that Disposal Areas 3, 5, 10 and 13 were suitable for transfer in accordance with and subject to Section 120(h)(3)(C) of CERCLA, 42 U.S.C. §9620(h)(3)(C); and

WHEREAS, pursuant to the FOSET and FOST, Navy conveyed Disposal Areas 1, 2, 4, 6, 7, 8, 9, 11, and 12, representing the majority of the Property (defined below) to the City of Richmond (“City”) by Quitclaim Deed dated September 23, 2003 and recorded as Instrument No. 2003-489200 in the Official Records of Contra Costa County (“Official Records”), as amended by Amendment No. One dated March 18, 2010 and recorded in the Official Records as Instrument No. 2010-60369 (collectively, the “2003 Navy Quitclaim”); and

WHEREAS, Navy and the San Francisco Bay Regional Water Quality Control Board (“RWQCB”) are parties to a Covenant to Restrict Use of Property and Environmental Restriction

for Property recorded on September 30, 2003 (“**2003 CRUP**”), which City applied to RWQCB to release in 2009; and

WHEREAS, Navy conveyed Disposal Areas 3, 5, 10, and 13 to City, representing the balance of the Property, by Quitclaim Deed dated March 18, 2010 and recorded as Instrument No. 2010-60367 (which together with the 2003 Navy Quitclaim Deed are referred to as the “**Navy Quitclaim Deeds**”); and

WHEREAS, Navy and RWQCB are also parties to a Covenant to Restrict Use of Property and Environmental Restriction for Property recorded on March 29, 2010 as Instrument No. 2010-60368 (“**2010 CRUP**”), and the RWQCB agreed to release the 2003 CRUP and replace it with the 2010 CRUP (which, collectively with the FOST, FOSET, the Navy Quitclaim Deed(s) and other documents referenced in the Navy Quitclaim Deed(s) are referred to as the “**Navy Documents**”); and

WHEREAS, the Navy Documents, including the covenants, warranties and indemnifications made and to be made by the Navy pursuant to 42 U.S.C. 9620(h)(3)(a)(ii) and 42 U.S.C. 9620(h)(3)(C)(ii), as set forth in the Navy Quitclaim Deed(s), govern the respective rights and obligations of the parties thereto and their respective successors and assigns for completion of environmental response actions with respect to the applicable portions of the Property;

NOW THEREFORE, FOR VALUE RECEIVED, Grantor does hereby remise, release and forever quitclaim to Grantee all of Grantor's right, title and interest in and to that certain real property (“**Property**”) situated in the City of Richmond, County of Contra Costa, State of California, more particularly described in **Attachment No. 1** attached hereto and by this reference incorporated herein, together with all of Grantor's right, title, and interest in and to the buildings, facilities, roadways, rail lines, and other improvements located on or about said Property, and all right, title and interest in and to all appurtenant tangible, intangible and other rights and privileges associated with such Property;

THE CONVEYANCE OF THE PROPERTY IS SUBJECT TO THE FOLLOWING:

1. The restrictions and covenants that burden the Property as set forth in the Navy Documents;
2. The covenants that benefit the Property as set forth in the Navy Documents;
3. All other covenants, conditions, restrictions, easements, rights-of-way, reservations, rights and agreements of record; and
4. Taxes and assessments, general and special, for the fiscal year 2024-2025 that are not yet due and payable.

SUBJECT TO EXPRESS REPRESENTATIONS AND WARRANTIES OF GRANTOR IN THE PURCHASE AGREEMENT, THE PROPERTY IS CONVEYED TO GRANTEE WITHOUT WARRANTY OR COVENANT OF ANY KIND, EXPRESS OR IMPLIED, EXCEPT THAT GRANTOR COVENANTS THAT 1) GRANTOR HAS NOT CONVEYED THE SAME

ESTATE OR ANY RIGHT, TITLE OR INTEREST THEREIN TO ANY PERSON OTHER THAN GRANTEE AND 2) THAT THE ESTATE GRANTED TO GRANTEE IS FREE FROM ENCUMBRANCES DONE, MADE, OR SUFFERED BY THE GRANTOR.

IN WITNESS WHEREOF, Grantor has caused this Quitclaim Deed to be executed on its behalf by its respective officers thereunto duly authorized as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**GRANTOR:**

**POINT MOLATE FUTURES LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
*[Notary Acknowledgment Required]*

Name: Donald Duncan

Title: Manager

**Attachment No. 1**

**Property Description**

Lots 1 through 44, inclusive, as shown on the map of Tract 9611, filed May 9, 2022 in Book 550 of Maps at Pages 48 through 65, Contra Costa County Records.

**CERTIFICATE OF ACCEPTANCE**

Pursuant to Government Code § 27281, this is to certify that the interest in real property conveyed by the Quitclaim Deed from Point Molate Futures LLC, a Delaware limited liability company to East Bay Regional Park District, a California special district (“**Grantee**”) is accepted by the undersigned officer or agent on behalf of the Board of Directors pursuant to authority conferred by Resolution Number \_\_\_\_, of the Board of Directors of Grantee adopted on \_\_\_\_\_, 2024, and the Grantee consents to the recordation thereof.

EAST BAY REGIONAL PARK DISTRICT,  
a California special district

By: \_\_\_\_\_  
Sabrina Landreth, its General Manager  
*[Notary Acknowledgment Required]*

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 CONTRA COSTA )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who 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.

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.

Signature: \_\_\_\_\_ (seal)

**EXHIBIT H**  
**FORM OF ASSIGNMENT AND BILL OF SALE**

This Assignment and Bill of Sale is made this \_\_\_\_\_ day of 2024. Reference is made to that certain property located in the County of Contra Costa, State of California and described in more detail on Attachment No. 1 attached hereto and made a part hereof and the improvements located thereon and the rights, privileges and entitlements incident thereto (the “Property”).

For good and valuable consideration, receipt of which is acknowledged, the undersigned, **POINT MOLATE FUTURES LLC, a Delaware limited liability company (“Seller”)**, sells, transfers, assigns, conveys and delivers to **EAST BAY REGIONAL PARK DISTRICT, a California special district (“Buyer”)**, all of Seller’s right, title and interest in all assets, materials used or held in connection with the ownership, use, management, development or enjoyment of the Property, including, without limitation: (i) all items of personal property used in connection with the Property and/or Improvements, with the exception of any personal property located that is the property of any tenant or licensee; (ii) all entitlements, permits, subdivision agreements and other agreements relating to the development of the Property; (iii) all plans, specifications, maps, drawings and other renderings relating to the Property; (iv) all warranties relating to and benefiting the Property or the assets transferred hereby; (v) all intangible rights, goodwill and similar rights benefiting the Property; (v) all development rights benefiting the Property; and (vi) all rights under any covenants, conditions and restrictions affecting the Property.

This Assignment and Bill of Sale specifically excludes any and all refunds, remittances or claims due or owing to Seller from any contractors or any other third parties pertaining to the development of the Property, and stemming from circumstances, events or obligations arising prior to the date hereof.

**SELLER:**

**POINT MOLATE FUTURES LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

**Donald Duncan, Manager**

**Attachment No. 1**

**Property Description**

Lots 1 through 44, inclusive, as shown on the map of Tract 9611, filed May 9, 2022 in Book 550 of Maps at Pages 48 through 65, Contra Costa County Records.

## EXHIBIT I

### FORM OF ASSIGNMENT AND ASSUMPTION OF POSSESSORY AGREEMENTS

This Assignment and Assumption of Possessory Agreements (“**Assignment**”), made as of \_\_\_\_\_, 202\_\_ (“**Effective Date**”), by and between POINT MOLATE FUTURES LLC, a Delaware limited liability company (“**Assignor**”), and EAST BAY REGIONAL PARK DISTRICT, a California special district (“**Assignee**”).

#### WITNESSETH:

**WHEREAS**, contemporaneously with the execution and delivery hereof, Assignor has conveyed to Buyer all that tract or parcel of land more particularly described in Attachment No. 1 attached hereto and incorporated herein by reference (referred to as the “**Real Property**”);

**WHEREAS**, the purchase and sale of the Real Property is being made pursuant to the terms of that certain Purchase and Sale Agreement (“**Purchase Agreement**”) dated as of \_\_\_\_\_, 2024, by and between Assignor and Assignee;

**WHEREAS**, in connection with such conveyance of the Real Property, Assignor and Assignee have agreed that Assignor shall transfer and assign to Assignee all right, title and interest of Assignor in and to all leases or other agreements granting third parties the right to possess a specified portion of the Real Property, which agreements are listed on Attachment No. 2 attached hereto and incorporated herein by reference (collectively, the “**Possessory Agreements**”); and

**WHEREAS**, Assignor and Assignee have further agreed that Assignee shall expressly assume by executing this Assignment all of the obligations of Assignor, from and after the date hereof, under each of the Possessory Agreements;

**NOW THEREFORE**, for and in consideration for the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge by each party hereto, Assignor and Assignee hereby agree as follows:

**1. Transfer and Assignment.** Assignor hereby sells, transfers, assigns, delivers and conveys to Assignee, its successors and assigns, all right, title and interest of Assignor in, to and under the Possessory Agreements. Assignor agrees to indemnify, defend and hold Assignee harmless with respect to any and all liabilities, claims, demands, obligations, assessments, losses, costs, damages, and expenses of any nature whatsoever (including, without limiting the generality of the foregoing, reasonable attorneys’ fees and court costs) (“**Claims**”) arising under the Possessory Agreements out of occurrences prior to the Effective Date. By its assumption hereof as evidenced in the following paragraph, Assignee hereby agrees to indemnify, defend and hold Assignor harmless with respect to all Claims arising under the Possessory Agreements out of occurrences from and after the Effective Date.

**2. Assumption of Obligations.** Assignee hereby assumes and agrees to observe, perform, carry out and discharge on time and in full all of the obligations and duties of Assignor under each of the Possessory Agreements listed on Attachment No. 2 attached hereto for that period of time from and after the date hereof, including without limitation (a) all covenants, obligations and liabilities of the lessor and landlord under or with respect to the Possessory Agreements; and (b) all of Assignor’s covenants and obligations with respect to the security deposits made under the Possessory Agreements or imposed by applicable law, to the extent that

such security deposits have been this day transferred and assigned by Assignor to Assignee and received by Assignee.

3. **Governing Law.** This Assignment shall be construed and enforced in accordance with and governed by the laws of the State of California.

4. **Binding Effect.** This Assignment shall be binding upon the parties hereto and their respective successors and assigns and, except as otherwise set forth herein, shall inure to the benefit of only the parties hereto.

5. **Counterparts.** This Assignment may be executed in one or more counterparts and the signature of any party to any counterpart may be appended to any other counterpart, all of which counterparts when taken together shall equal one Assignment. Assignor and Assignee hereby acknowledge and agree that facsimile signatures or signatures transmitted by electronic mail in so-called "pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this Assignment had been delivered. Assignor and Assignee (i) intend to be bound by the signatures on any document sent by facsimile or electronic mail, (ii) are aware that the other party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this Assignment based on the foregoing forms of signatures.

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this instrument to be executed as of the day and year first above written.

*[Signature Pages Follow]*

**ASSIGNOR:**

**POINT MOLATE FUTURES LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

**Donald Duncan, Manager**

**ASSIGNEE:**

**EAST BAY REGIONAL PARK DISTRICT,**  
a California special district

By: \_\_\_\_\_  
Sabrina Landreth, General Manager

**Attachment No. 1**

**Property Description**

Lots 1 through 44, inclusive, as shown on the map of Tract 9611, filed May 9, 2022 in Book 550 of Maps at Pages 48 through 65, Contra Costa County Records.

**Attachment No. 2**

**Possessory Agreements Assigned to Assignee**

*[List to be inserted during Due Diligence Period]*

## EXHIBIT J

### FORM OF ASSIGNMENT AND ASSUMPTION OF CONTRACTS

This Assignment and Assumption of Contracts ("**Assignment**") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2024 ("**Assignment Date**"), by and between **POINT MOLATE FUTURES LLC, a Delaware limited liability company** (the "**Assignor**"), and **EAST BAY REGIONAL PARK DISTRICT, a California special district** (the "**Assignee**").

A. Pursuant to that certain Purchase and Sale Agreement by and between Assignor and Assignee (the "**Purchase Agreement**"), Assignee has this day acquired from Assignor the property described in **Attachment No. 1**. Capitalized terms used herein shall have the meanings ascribed to them in the Purchase Agreement.

B. Under the Purchase Agreement, Assignor is obligated to assign to Assignee all of Assignor's right, title and interest in and to those contracts set forth in **Attachment No. 2** attached hereto and made a part hereof (collectively, the "**Contracts**").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Assignment.** Effective as of the Assignment Date, Assignor hereby grants, transfers, conveys, assigns and delegates to Assignee all of its rights and interests of Assignor in, to and under the Contracts; provided, however, such assignment, transfer and sale shall not include any rights or claims arising prior to the Assignment Date which Assignor may have against any party to the Contracts. Assignee hereby accepts such assignment and delegation by Assignor.

2. **Assumption.** Assignee hereby assumes the performance of all of the terms, covenants and conditions imposed upon Assignor as owner under the Contracts, in each case, accruing or arising on or after the Assignment Date.

3. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, and all of which shall taken together be deemed one document. The parties hereby acknowledge and agree that facsimile signatures or signatures transmitted by electronic mail in so-called "pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this Assignment had been delivered. Assignor and Assignee (i) intend to be bound by the signatures on any document sent by facsimile or electronic mail, (ii) are aware that the other party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this Assignment based on the foregoing forms of signatures.

4. **Successors and Assigns.** This Assignment and the provisions hereof shall inure to the benefit of and be binding upon the parties to this Assignment and their respective successors, heirs and permitted assigns.

5. **No Third Party Beneficiaries.** Except as otherwise expressly set forth herein, Assignor and Assignee do not intend, and this Assignment shall not be construed, to create a third-party beneficiary status or interest in, nor give any third-party beneficiary rights or remedies to, any other person or entity not a party to this Assignment.

6. Governing Law. This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of California.

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed the day and year first above written.

*[Signature Pages Follow]*

**ASSIGNOR**

**POINT MOLATE FUTURES LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Donald Duncan, Manager

**ASSIGNEE**

**EAST BAY REGIONAL PARK DISTRICT,**  
a California special district

By: \_\_\_\_\_  
Sabrina Landreth, its General Manager

**Attachment No. 1**

**Property Description**

Lots 1 through 44, inclusive, as shown on the map of Tract 9611, filed May 9, 2022 in Book 550 of Maps at Pages 48 through 65, Contra Costa County Records.

**Attachment No. 2**

**Contracts To Be Assigned To Assignee**

*[List to be inserted in Due Diligence Period]*

## FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

This First Amendment to Purchase and Sale Agreement ("**First Amendment**") dated Jan 14, 2025 ("**First Amendment Date**"), is entered into by and among Guidiville Rancheria of California, a federally recognized Indian tribe ("**Tribe**"), Point Molate Futures LLC, a Delaware limited liability company ("**Seller**"), which is wholly-owned by the Tribe, and East Bay Regional Park District, a California special district ("**Buyer**"). Buyer, Seller and Tribe are hereinafter referred to as the "**Parties**."

### RECITALS

A. Buyer, Seller and Tribe are Parties to a Purchase and Sale Agreement dated November 1, 2024 ("**PSA**"), pursuant to which Seller has agreed to sell and Buyer has agreed to buy, subject to satisfaction of certain conditions, the Property from Seller. Capitalized terms used herein and not otherwise defined herein shall have the meanings given them in the PSA.

B. Old Republic Title Company is named as Escrow Agent and Title Company in the PSA, but Old Republic Title Company has informed the parties that it is unable to insure the transaction contemplated by the PSA because of certain concerns Old Republic Title Company has regarding the authority of the Tribe and Seller to convey property in light of the Indian Non Intercourse Act ("**Nonintercourse Act**"). Tribe and Seller believe that Old Republic Title Company's concerns are unfounded and the parties have since been working in good faith to identify a new Escrow Agent and Title Company and open Escrow.

C. The parties are informed that Chicago Title Company ("**Chicago**") is willing to issue title insurance for the transaction contemplated by the PSA, subject to Chicago's approval of a resolution from the Tribe and receipt of an owner's affidavit and other documentation customarily required by title companies.

D. Chicago has provided the parties a preliminary title report attached to this First Amendment as Exhibit A, that Buyer has reviewed. Chicago's report includes a recorded Notice of Pendency of Action that discloses a pending lawsuit entitled *Winehaven Legacy LLC v. City of Richmond et al.* ("**Lis Pendens**") and Chicago has also included an exception for "Applicability or failure to comply with the Nonintercourse Act."

E. The parties desire to amend the PSA to (i) designate Chicago as the new Escrow Agent and Title Company, (ii) extend several of the PSA deadlines, and (iii) make certain other changes all as set forth herein.

**NOW, THEREFORE**, Buyer and Seller hereby agree as follows:

## AGREEMENT

### 1. Escrow.

1.1 Escrow Agent and Title Company. Section 4 of the PSA is deleted and replaced with the following:

1.2 “Within five (5) business days after the First Amendment Date, Buyer shall deliver a fully executed version of this Agreement, as amended by the First Amendment hereto (which may consist of Buyer’s and Seller’s signed counterparts of the PSA and the First Amendment) to Terina J. Kung, Chicago Title Insurance Company, Escrow Officer at Chicago Title Company, 150 Spear St #825, San Francisco, CA 94105, telephone: (415) 291-5128, email: KungT@ctt.com (“*Escrow Agent*”) and request that Escrow Agent open an escrow account to consummate the transfer of the Property (“*Escrow*”). Chicago Title Company shall also serve as the title company for the transfer of the Property (“*Title Company*”).”

1.3 Opening of Escrow. Section 4.1 of the PSA is deleted and replaced with the following:

“The ‘*Opening of Escrow*’ shall be the date that Escrow Agent acknowledges receipt of the fully executed PSA, this First Amendment, and a Nonintercourse Act waiver from Tribe reasonably acceptable to Title Company, by the ‘*Escrow Agent Receipt*’ which is at the end of this First Amendment.”

### 2. Deposit.

2.1 In Section 5.1 of the PSA, the phrase “within ten (10) business days after the Effective Date” is deleted and replaced with the phrase “within five (5) business days after the Opening of Escrow.”

2.2 Section 5.3 of the PSA shall be revised as follows, with additions shown in double underline and deletions in ~~double strikethrough~~:

5.3 “Release of Deposit. Escrow Agent shall release the Deposit as follows:

5.3.1 First Deposit Installment. Two Hundred Fifty Thousand Dollars of the Deposit (“*First Deposit Installment*”) shall be released to Seller immediately after Escrow Agent’s receipt thereof.

5.3.2 Second Deposit Installment. An additional Two Hundred Fifty Thousand Dollars of the Deposit ~~The remainder of the Deposit~~ (“*Second Deposit Installment*”) shall be released within one (1) business day after satisfaction of the conditions set forth in ~~Sections 7.1 through 7.4, and Sections 7.6 through 7.9.~~

5.3.3 Third Deposit Installment. The remainder of the Deposit (“**Third Deposit Installment**”) shall be released within one (1) business day after satisfaction of the conditions set forth in Sections 7.1 through 7.4, and Sections 7.7 through 7.9. In the event that conditions set forth in Sections 7.1 through 7.4, and Sections 7.7 through 7.9 have not been satisfied by April 15, 2025, Two Hundred Fifty Thousand Dollars of the Third Deposit Installment shall be released to Seller, and then remainder of the Third Deposit Installment shall be released within one (1) business day after satisfaction of the conditions set forth in Sections 7.1 through 7.4 and Sections 7.7 through 7.9.

2.3 Section 5.5 of the PSA shall be revised as follows, with additions shown in double underline and deletions in ~~double strikethrough~~:

“Refunds of the Deposit. The First Deposit Installment shall be nonrefundable to Buyer except in the case of a breach by Seller. Following satisfaction of the condition set forth in Section 7.6, the Second Deposit Installment shall be nonrefundable to Buyer except in the case of a breach by Seller. The Third Deposit Installment shall be refundable to Buyer without exception during the Due Diligence Period. Following Buyer’s delivery of a Notice of Approval, the Third Deposit Installment and thereafter shall be nonrefundable to Buyer only (i) ~~except~~ in the case of a breach by Seller, (ii) in the event of a casualty or condemnation as provided in Section 12, or (iii) in the event of the expiration or termination of this Agreement because of a failure of any of the conditions set forth in Sections 7.3 through 7.5 and 7.7 through 7.15. If escrow fails to close because of a default by Buyer under this Agreement following Buyer’s delivery of a Notice of Approval, the Third Deposit Installment shall be paid to Seller as liquidated damages as provided in Section 14.1 below.”

2.4 Additional References to “Second Deposit.” In Sections 4.5.1, 9 and 12 of the PSA, the phrase “Second Deposit Installment” is deleted and replaced with “Second Deposit Installment and Third Deposit Installment.”

3. **Title Policy.** Section 7.3 of the PSA is deleted and replaced with the following:

“The Title Company shall be irrevocably committed to issue a CLTA owner’s policy insuring Buyer’s fee interest in the Property subject only to the Approved Condition of Title, with a policy amount equal to the Purchase Price, and all policy endorsements Buyer requires (“**Title Policy**”).”

4. **Title.**

4.1 **Title Notice and Unpermitted Exceptions.** The parties acknowledge and agree that this First Amendment satisfies Buyer’s obligation to deliver a Buyer’s Title Notice pursuant to Section 6.4.1, and that Seller need not deliver a Title Response pursuant to Section 6.4.2. The “**Title Report**” described in the PSA shall mean and refer to the report attached hereto as Exhibit A. Subject to the proration of real property taxes and assessments at the Closing,

Buyer approves the title matters shown in the Title Report attached hereto as Exhibit A other than the matters identified as Items 1-45, 46, 84, 86, 87, 90, 91-93, and 95 on pages 4-23, each of which is an “*Unpermitted Exception*” and which are collectively the “*Unpermitted Exceptions*.” The approved matters, other than the Unpermitted Exceptions and New Title Matters, are the “*Approved Condition of Title*.” Notwithstanding the foregoing, Items 1-45 would be acceptable to Buyer if Chicago agreed to revise each to reflect that all taxes and assessments have been paid current, and Item 46 would be acceptable to Buyer if Chicago agreed to revise it to limit it to supplemental or escaped assessments as a result of changes in ownership occurring prior to the recordation of the deed to Buyer or new construction occurring after the recordation of the deed to Buyer.

4.2 **Removal of the Lis Pendens.** Buyer shall use good faith efforts to cause the removal of the Lis Pendens, and Seller agrees to cooperate with Buyer’s efforts to remove the Lis Pendens from title, including, without limitation, by providing declarations and evidence reasonably necessary to support any motion or reply in the *Winehaven Legacy LLC v. City of Richmond et al.* case that Buyer chooses to file in an effort to remove and expunge the Lis Pendens. If Buyer is successful in removing and expunging the Lis Pendens, Buyer shall deliver notice to Seller that the Superior Court of Contra Costa County has issued an order finding that the Lis Pendens should be removed from title to the Property and any subsequent steps necessary to remove the Lis Pendens from title to the Property (“*Lis Pendens Removal Notice*.”)

For avoidance of doubt, the Approved Condition of Title does not include the Lis Pendens (Exception 84) and removal of such Lis Pendens is a Buyer Condition Precedent to Closing.

4.3 **Nonintercourse Act.** Seller and Tribe agree to provide Title Company with a waiver or waivers reasonably acceptable to Title Company such that Exception 86 can be removed from the Title Report.

For avoidance of doubt, the Approved Condition of Title does not include the Non-Intercourse Act-related Exception 86 and removal of such exception is a Buyer Condition Precedent to Closing.

5. **Outside Closing Date.** The ‘*Outside Closing Date*’ set forth in Section 4.2 of the PSA is hereby extended to April 30, 2025. In the event that a Two Hundred Fifty Thousand Dollar portion of the Third Deposit Installment has been released to Seller pursuant to Section 5.3.3 of the PSA, the Parties agree that the Outside Closing date set forth in Section 4.2 of the PSA shall be further extended to June 30, 2025. However, in any event, if Seller has not provided buyer with the Lis Pendens Removal Notice on or before the Outside Closing Date, then the Parties agree to extend the Outside Closing Date so that Buyer can continue its efforts to remove and expunge the Lis Pendens.

6. **Due Diligence Period.** In Section 6 of the PSA, the phrase “Commencing on the Effective Date and ending on the date that is one hundred twenty (120) days after the Effective Date” is deleted and replaced with “Commencing on the First Amendment Date and ending on the date that is one hundred twenty (120) days after the First Amendment Date.”

7. **Property Documents.** In Section 6.1 of the PSA, the phrase “Within fourteen (14) business days after the Effective Date” is deleted and replaced with “Within fourteen (14) business days after the First Amendment Date.”

8. **Amendment Controls.** In the event that the terms of this First Amendment and the PSA are held to be inconsistent, the terms of this First Amendment shall control.

9. **Ratification and Affirmation.** Seller and Buyer each agree and warrant that, except as specifically provided for in this First Amendment, the PSA is unmodified, in full force and effect and each party hereby ratifies and affirms the PSA and any terms contained therein not otherwise modified by this First Amendment.


10. **Counterparts.** This First Amendment may be executed in counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute one and the same instrument. Each party may rely upon facsimile or electronic mail counterparts of this First Amendment signed by the other parties with the same effect as if such party had received an original counterpart signed by such other party or parties.

**[Signature Pages Follow]**

IN WITNESS WHEREOF, Buyer and Seller have executed this Amendment as of the First Amendment Date first set forth above.

**BUYER:**

**EAST BAY REGIONAL PARK DISTRICT,**  
a California special district

By:   
Sabrina Landreth (Jan 14, 2025 14:35 PST)  
Sabrina Landreth, its General Manager

**SELLER:**

**POINT MOLATE FUTURES LLC,**

a Delaware limited liability company, an entity wholly owned by the Guidiville Rancheria of California



By: \_\_\_\_\_

for Donald Duncan, Manager

**TRIBE:**

**GUIDIVILLE RANCHERIA OF CALIFORNIA,**

a federally recognized Indian tribe



By: \_\_\_\_\_

for Donald Duncan, Chairman

**ESCROW AGENT RECEIPT**

The undersigned Escrow Agent hereby acknowledges receipt of a fully executed version of the PSA, this First Amendment (collectively, the “*Agreement*”), and a Nonintercourse Act waiver from Tribe reasonably acceptable to Title Company. The Escrow Agent agrees to hold and disburse the Deposit in accordance with the provisions of the PSA, as amended by the First Amendment. The Escrow Agent further agrees that it shall be responsible for all reporting to the Internal Revenue Service relating to the transaction contemplated by the PSA, as amended by the First Amendment that is required under Section 6045 of the Internal Revenue Code of 1986, as amended.

Escrow Agent also acknowledges that Tribe and Seller do not consent to suit in the courts of the State of California (except in limited circumstances provided in Section 33 of the PSA) and that the parties have agreed to an arbitration dispute resolution procedure in Section 33 of the PSA. Escrow Agent agrees to comply with any order issued in an arbitration proceeding commenced pursuant to Section 33 of the PSA.

EXECUTED as of the \_\_\_\_\_ day of \_\_\_\_\_ 2025.

Chicago Title Company

By: \_\_\_\_\_  
\_\_\_\_\_, Escrow Officer

**Exhibit A**

*[Title Report to be Inserted]*

**PRELIMINARY REPORT**

Issued By:



Prelim Number:

**FBSC2404511  
Update - A**

In response to the application for a policy of title insurance referenced herein, **Chicago Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of a defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Exclusions from Coverage, and Conditions of said policy forms.

With respect to any contemplated owner's policy, the printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA/ALTA Homeowner's Policy of Title Insurance, which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

**Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.**

**It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.**

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a binder or commitment should be requested.

**Chicago Title Insurance Company**

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

Authorized Officer or Agent  
Joe Goodman



**CHICAGO TITLE COMPANY**

**ORDER NO.: FBSC2404511**  
**Project Name:**

ISSUING OFFICE:
Title Officer: Jeff Martin Chicago Title Company 1200 Concord Ave, Suite 400 Concord, CA 94520 Phone: 9252888062 Fax: 925-288-6413 Main Phone: 925-288-8000 Email: Jeff.Martin@ctt.com

Property Address(es): Point Molate, Richmond, CA

**Effective date: November 19, 2024 at 07:30 AM, Update - A Reissued:**

The form of Policy or Policies of Title Insurance contemplated by this Report is:

CLTA Standard Coverage Owner's Policy - 2022

1. The estate or interest in the Land hereinafter described or referred to covered by this Report is:

Fee Simple

2. Title to said estate or interest at the date hereof is [vested in:](#)

Point Molate Futures LLC, a Delaware limited liability company managed by the Guidiville Rancheria of California, a federally recognized Indian Tribe

3. The Land referred to in this Report is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**EXHIBIT "A"**  
Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF RICHMOND, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Lots 1 through 44, inclusive, as shown on the map of Tract 9611, filed May 9, 2022 in [Book 550 of Maps at Pages 48](#) through 65, Contra Costa County Records.

**CHICAGO TITLE COMPANY**

At the date hereof, exceptions to coverage in addition to the printed exceptions and exclusions in said policy form would be as follows:

1. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 08001  
Tax Identification No.: [561-100-050-5](#)  
 Fiscal Year: 2024-2025  
 1st Installment: \$1,262.48 Open  
 2nd Installment: \$1,262.48 Open  
 Land: \$170,605.00  
 Bill No.: 363554

Affects: Lot 1

2. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 08001  
Tax Identification No.: [561-100-051-3](#)  
 Fiscal Year: 2024-2025  
 1st Installment: \$873.80 Open  
 2nd Installment: \$873.80 Open  
 Land: \$115,831.00  
 Bill No.: 363555

Affects: Lot 4

3. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 08001  
Tax Identification No.: [561-100-052-1](#)  
 Fiscal Year: 2024-2025  
 1st Installment: \$979.42 Open  
 2nd Installment: \$979.42 Open  
 Land: \$73,623.00  
 Improvements: \$40,800.00  
 Bill No.: 363556

Affects: Lot 6

4. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 08001  
Tax Identification No.: [561-100-053-9](#)  
 Fiscal Year: 2024-2025  
 1st Installment: \$341.38 Open  
 2nd Installment: \$341.38 Open  
 Land: \$40,800.00  
 Bill No.: 363557

Affects: Lot 10

**CHICAGO TITLE COMPANY**

5. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 08001  
[Tax Identification No.:](#) [561-100-054-7](#)  
Fiscal Year: 2024-2025  
1st Installment: \$429.90 Open  
2nd Installment: \$429.90 Open  
Land: \$53,274.00  
Bill No.: 363558

Affects: Lot 43

6. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 08001  
[Tax Identification No.:](#) [561-100-055-4](#)  
Fiscal Year: 2024-2025  
1st Installment: \$259.88 Open  
2nd Installment: \$259.88 Open  
Land: \$29,314.00  
Bill No.: 363559

Affects: Lot 44

7. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 08001  
[Tax Identification No.:](#) [561-420-001-1](#)  
Fiscal Year: 2024-2025  
1st Installment: \$597.46 Open  
2nd Installment: \$597.46 Open  
Land: \$76,887.00  
Bill No.: 364091

Affects: Lot 2

8. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 08001  
[Tax Identification No.:](#) [561-420-002-9](#)  
Fiscal Year: 2024-2025  
1st Installment: \$204.22 Open  
2nd Installment: \$204.22 Open  
Land: \$21,471.00  
Bill No.: 364092

Affects: Lot 3

**CHICAGO TITLE COMPANY**

9. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 08001  
[Tax Identification No.:](#) [561-430-001-9](#)  
Fiscal Year: 2024-2025  
1st Installment: \$290.35 Open  
2nd Installment: \$290.35 Open  
Land: \$33,609.00  
Bill No.: 364093

Affects: Lot 5

10. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 08001  
[Tax Identification No.:](#) [561-440-001-7](#)  
Fiscal Year: 2024-2025  
1st Installment: \$173.60 Open  
2nd Installment: \$173.60 Open  
Land: \$17,156.00  
Bill No.: 364094

Affects: Lot 7

11. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 08001  
[Tax Identification No.:](#) [561-440-002-5](#)  
Fiscal Year: 2024-2025  
1st Installment: \$299.18 Open  
2nd Installment: \$299.18 Open  
Land: \$34,853.00  
Bill No.: 364095

Affects: Lot 8

12. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 08001  
[Tax Identification No.:](#) [561-440-003-3](#)  
Fiscal Year: 2024-2025  
1st Installment: \$232.30 Open  
2nd Installment: \$232.30 Open  
Land: \$25,428.00  
Bill No.: 364096

Affects: Lot 9

**CHICAGO TITLE COMPANY**

13. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 08001  
Tax Identification No.: [561-440-004-1](#)  
 Fiscal Year: 2024-2025  
 1st Installment: \$135.82 Open  
 2nd Installment: \$135.82 Open  
 Land: \$11,832.00  
 Bill No.: 364097

Affects: Lot 42

14. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 08001  
Tax Identification No.: [561-450-001-4](#)  
 Fiscal Year: 2024-2025  
 1st Installment: \$237.88 Open  
 2nd Installment: \$237.88 Open  
 Land: \$26,214.00  
 Bill No.: 364098

Affects: Lot 11

15. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 08001  
Tax Identification No.: [561-450-002-2](#)  
 Fiscal Year: 2024-2025  
 1st Installment: \$119.25 Open  
 2nd Installment: \$119.25 Open  
 Land: \$4,339.00  
 Improvements: \$5,100.00  
 Bill No.: 364099

Affects: Lot 12

16. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 08001  
Tax Identification No.: [561-450-003-0](#)  
 Fiscal Year: 2024-2025  
 1st Installment: \$112.58 Open  
 2nd Installment: \$112.58 Open  
 Land: \$3,399.00  
 Improvements: \$5,100.00  
 Bill No.: 364100

Affects: Lot 13

**CHICAGO TITLE COMPANY**

17. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 08001  
Tax Identification No.: [561-450-004-8](#)  
 Fiscal Year: 2024-2025  
 1st Installment: \$112.91 Open  
 2nd Installment: \$112.91 Open  
 Land: \$3,445.00  
 Improvements: \$5,100.00  
 Bill No.: 364101

Affects: Lot 14

18. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 08001  
Tax Identification No.: [561-450-005-5](#)  
 Fiscal Year: 2024-2025  
 1st Installment: \$119.72 Open  
 2nd Installment: \$119.72 Open  
 Land: \$4,405.00  
 Improvements: \$5,100.00  
 Bill No.: 364102

Affects: Lot 15

19. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 08001  
Tax Identification No.: [561-450-006-3](#)  
 Fiscal Year: 2024-2025  
 1st Installment: \$118.03 Open  
 2nd Installment: \$118.03 Open  
 Land: \$4,167.00  
 Improvements: \$5,100.00  
 Bill No.: 364103

Affects: Lot 16

20. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 08001  
Tax Identification No.: [561-450-007-1](#)  
 Fiscal Year: 2024-2025  
 1st Installment: \$129.17 Open  
 2nd Installment: \$129.17 Open  
 Land: \$5,736.00  
 Improvements: \$5,100.00  
 Bill No.: 364104

Affects: Lot 17

**CHICAGO TITLE COMPANY**

21. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 08001  
Tax Identification No.: [561-450-008-9](#)  
 Fiscal Year: 2024-2025  
 1st Installment: \$122.82 Open  
 2nd Installment: \$122.82 Open  
 Land: \$4,841.00  
 Improvements: \$5,100.00  
 Bill No.: 364105

Affects: Lot 18

22. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 08001  
Tax Identification No.: [561-450-009-7](#)  
 Fiscal Year: 2024-2025  
 1st Installment: \$122.97 Open  
 2nd Installment: \$122.97 Open  
 Land: \$4,863.00  
 Improvements: \$5,100.00  
 Bill No.: 364106

Affects: Lot 19

23. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 08001  
Tax Identification No.: [561-450-010-5](#)  
 Fiscal Year: 2024-2025  
 1st Installment: \$122.00 Open  
 2nd Installment: \$122.00 Open  
 Land: \$4,726.00  
 Improvements: \$5,100.00  
 Bill No.: 364107

Affects: Lot 20

24. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 08001  
Tax Identification No.: [561-450-011-3](#)  
 Fiscal Year: 2024-2025  
 1st Installment: \$120.20 Open  
 2nd Installment: \$120.20 Open  
 Land: \$4,472.00  
 Improvements: \$5,100.00  
 Bill No.: 364108

Affects: Lot 21

**CHICAGO TITLE COMPANY**

25. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 08001  
[Tax Identification No.:](#) [561-450-012-1](#)  
Fiscal Year: 2024-2025  
1st Installment: \$119.45 Open  
2nd Installment: \$119.45 Open  
Land: \$4,366.00  
Improvements: \$5,100.00  
Bill No.: 364109

Affects: Lot 22

26. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 08001  
[Tax Identification No.:](#) [561-450-013-9](#)  
Fiscal Year: 2024-2025  
1st Installment: \$118.52 Open  
2nd Installment: \$118.52 Open  
Land: \$4,236.00  
Improvements: \$5,100.00  
Bill No.: 364110

Affects: Lot 23

27. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 08001  
[Tax Identification No.:](#) [561-450-014-7](#)  
Fiscal Year: 2024-2025  
1st Installment: \$122.53 Open  
2nd Installment: \$122.53 Open  
Land: \$4,801.00  
Improvements: \$5,100.00  
Bill No.: 364111

Affects: Lot 24

28. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 08001  
[Tax Identification No.:](#) [561-450-015-4](#)  
Fiscal Year: 2024-2025  
1st Installment: \$103.49 Open  
2nd Installment: \$103.49 Open  
Land: \$2,117.00  
Improvements: \$5,100.00  
Bill No.: 364112

Affects: Lot 25

**CHICAGO TITLE COMPANY**

29. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 08001  
Tax Identification No.: [561-450-016-2](#)  
 Fiscal Year: 2024-2025  
 1st Installment: \$115.36 Open  
 2nd Installment: \$115.36 Open  
 Land: \$3,790.00  
 Improvements: \$5,100.00  
 Bill No.: 364113

Affects: Lot 26

30. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 08001  
Tax Identification No.: [561-450-017-0](#)  
 Fiscal Year: 2024-2025  
 1st Installment: \$109.43 Open  
 2nd Installment: \$109.43 Open  
 Land: \$2,954.00  
 Improvements: \$5,100.00  
 Bill No.: 364114

Affects: Lot 27

31. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 08001  
Tax Identification No.: [561-450-018-8](#)  
 Fiscal Year: 2024-2025  
 1st Installment: \$109.33 Open  
 2nd Installment: \$109.33 Open  
 Land: \$2,940.00  
 Improvements: \$5,100.00  
 Bill No.: 364115

Affects: Lot 28

32. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 08001  
Tax Identification No.: [561-450-019-6](#)  
 Fiscal Year: 2024-2025  
 1st Installment: \$114.85 Open  
 2nd Installment: \$114.85 Open  
 Land: \$3,718.00  
 Improvements: \$5,100.00  
 Bill No.: 364116

Affects: Lot 29

**CHICAGO TITLE COMPANY**

33. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 08001  
Tax Identification No.: [561-450-020-4](#)  
 Fiscal Year: 2024-2025  
 1st Installment: \$115.59 Open  
 2nd Installment: \$115.59 Open  
 Land: \$3,823.00  
 Improvements: \$5,100.00  
 Bill No.: 364117

Affects: Lot 30

34. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 08001  
Tax Identification No.: [561-450-021-2](#)  
 Fiscal Year: 2024-2025  
 1st Installment: \$115.36 Open  
 2nd Installment: \$115.36 Open  
 Land: \$3,790.00  
 Improvements: \$5,100.00  
 Bill No.: 364118

Affects: Lot 31

35. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 08001  
Tax Identification No.: [561-450-022-0](#)  
 Fiscal Year: 2024-2025  
 1st Installment: \$114.35 Open  
 2nd Installment: \$114.35 Open  
 Exemption: \$3,648.00  
 Land: \$5,100.00  
 Bill No.: 364119

Affects: Lot 32

36. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 08001  
Tax Identification No.: [561-450-023-8](#)  
 Fiscal Year: 2024-2025  
 1st Installment: \$113.10 Open  
 2nd Installment: \$113.10 Open  
 Land: \$3,472.00  
 Improvements: \$5,100.00  
 Bill No.: 364120

Affects: Lot 33

**CHICAGO TITLE COMPANY**

37. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 08001  
[Tax Identification No.:](#) [561-450-024-6](#)  
Fiscal Year: 2024-2025  
1st Installment: \$115.11 Open  
2nd Installment: \$115.11 Open  
Land: \$3,755.00  
Improvements: \$5,100.00  
Bill No.: 364121

Affects: Lot 34

38. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 08001  
[Tax Identification No.:](#) [561-450-025-3](#)  
Fiscal Year: 2024-2025  
1st Installment: \$117.61 Open  
2nd Installment: \$117.61 Open  
Land: \$4,108.00  
Improvements: \$5,100.00  
Bill No.: 364122

Affects: Lot 35

39. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 08001  
[Tax Identification No.:](#) [561-450-026-1](#)  
Fiscal Year: 2024-2025  
1st Installment: \$118.02 Open  
2nd Installment: \$118.02 Open  
Land: \$4,165.00  
Improvements: \$5,100.00  
Bill No.: 364123

Affects: Lot 36

40. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 08001  
[Tax Identification No.:](#) [561-450-027-9](#)  
Fiscal Year: 2024-2025  
1st Installment: \$118.37 Open  
2nd Installment: \$118.37 Open  
Land: \$4,214.00  
Improvements: \$5,100.00  
Bill No.: 364124

Affects: Lot 37

**CHICAGO TITLE COMPANY**

41. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 08001  
Tax Identification No.: [561-450-028-7](#)  
 Fiscal Year: 2024-2025  
 1st Installment: \$120.23 Open  
 2nd Installment: \$120.23 Open  
 Land: \$4,477.00  
 Improvements: \$5,100.00  
 Bill No.: 364125

Affects: Lot 38

42. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 08001  
Tax Identification No.: [561-450-029-5](#)  
 Fiscal Year: 2024-2025  
 1st Installment: \$144.72 Open  
 2nd Installment: \$144.72 Open  
 Land: \$13,086.00  
 Bill No.: 364126

Affects: Lot 39

43. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 08001  
Tax Identification No.: [561-450-030-3](#)  
 Fiscal Year: 2024-2025  
 1st Installment: \$94.49 Open  
 2nd Installment: \$94.49 Open  
 Land: \$6,007.00  
 Bill No.: 364127

Affects: Lot 40

44. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 08001  
Tax Identification No.: [561-450-031-1](#)  
 Fiscal Year: 2024-2025  
 1st Installment: \$82.04 Open  
 2nd Installment: \$82.04 Open  
 Land: \$4,253.00  
 Bill No.: 364128

Affects: Lot 41

45. Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

**CHICAGO TITLE COMPANY**

46. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
47. Any adverse claim based upon the assertion that some portion of said Land is tide or submerged lands, or has been created by artificial means or has accreted to such portion so created.
48. Any rights in favor of the public which may exist on said Land if said Land or portions thereof are or were at any time used by the public.
49. Any adverse claim based upon the assertion that any portion of said Land was not tideland which was available for disposition by the State, or that any portion thereof has become submerged land by reason of erosion or has become upland by reason of accretion.

Rights and easements for commerce, navigation and fishery.

50. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Purpose: Public road  
Recording Date: September 3, 1892  
Recording No.: [Book 69 of Deeds, Page 1](#)  
Affects: as described therein

Reference is hereby made to said document for full particulars.

51. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Richmond Belt Railway  
Purpose: Broad-guage steam railroad  
Recording Date: August 19, 1902  
Recording No.: [Book 94 of Deeds, Page 473](#)  
Affects: as described therein

Reference is hereby made to said document for full particulars.

52. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Pacific Coast Oil Co  
Purpose: Pipe lines  
Recording Date: October 5, 1905  
Recording No.: [Book 113 of Deeds, Page 307](#)  
Affects: as described therein

Reference is hereby made to said document for full particulars.

53. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Standard Oil Co  
Purpose: pipe lines, telephone or telegraph lines  
Recording Date: January 7, 1907  
Recording No.: [Book 122 of Deeds, Page 382](#)  
Affects: as described therein

Reference is hereby made to said document for full particulars.

**CHICAGO TITLE COMPANY**

54. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: East Shore Co  
Purpose: Wharf and railroad  
Recording Date: January 24, 1907  
Recording No.: [Book 122 of Deeds, Page 595](#)  
Affects: as described therein

Reference is hereby made to said document for full particulars.

55. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Bay Counties Power Co  
Purpose: a single line of poles  
Recording Date: October 23, 1907  
Recording No.: [Book 127 of Deeds, Page 566](#)  
Affects: as described therein

Reference is hereby made to said document for full particulars.

56. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Bay Counties Power Co  
Purpose: a single line of poles  
Recording Date: October 23, 1907  
Recording No.: [Book 127 of Deeds, Page 569](#)

The exact location and extent of said easement is not disclosed of record.

Reference is hereby made to said document for full particulars.

57. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Oakland Gas, Light and Heat Co  
Purpose: Main or pipe lines  
Recording Date: October 23, 1907  
Recording No.: [Book 127 of Deeds, Page 572](#)

The exact location and extent of said easement is not disclosed of record.

Reference is hereby made to said document for full particulars.

58. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Oakland Gas, Light and Heat Company  
Purpose: Pole line  
Recording Date: December 7, 1907  
Recording No.: [Book 131 of Deeds, Page 58](#)

The exact location and extent of said easement is not disclosed of record.

Reference is hereby made to said document for full particulars.

**CHICAGO TITLE COMPANY**

59. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Pacific Telephone and Telegraph Company  
Purpose: pole line  
Recording Date: December 7, 1907  
Recording No.: [Book 131 of Deeds, Page 408](#)

The exact location and extent of said easement is not disclosed of record.

Reference is hereby made to said document for full particulars.

60. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Standard Oil Co  
Purpose: Pipe lines  
Recording Date: January 19, 1926  
[Recording No.:](#) [Book 20, Page 81, of Official Records](#)  
Affects: as described therein

Reference is hereby made to said document for full particulars.

61. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Standard Oil Company of California  
Purpose: Pipe lines  
Recording Date: January 19, 1929  
[Recording No.:](#) [Book 176, Page 20, of Official Records](#)

The exact location and extent of said easement is not disclosed of record.

Reference is hereby made to said document for full particulars.

62. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Standard Oil Company of California  
Purpose: Roadway, pipe line and utilities  
Recording Date: February 16, 1929  
[Recording No.:](#) [Book 176, Page 105, of Official Records](#)

The exact location and extent of said easement is not disclosed of record.

Reference is hereby made to said document for full particulars.

63. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Standard Oil Co of California  
Purpose: Roadway, pipelines  
Recording Date: April 4, 1930  
[Recording No.:](#) [Book 223, Page 362, of Official Records](#)

The exact location and extent of said easement is not disclosed of record.

Reference is hereby made to said document for full particulars.

**CHICAGO TITLE COMPANY**

64. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Standard Oil Company of California  
Purpose: Private Road  
Recording Date: April 22, 1931  
[Recording No.:](#) [Book 245, Page 481 of Official Records](#)

Reference is hereby made to said document for full particulars.

65. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Richmond Belt Railway  
Purpose: Slopes and embankments  
Recording Date: June 13, 1931  
[Recording No.:](#) [Book 287, Page 67 of Official Records](#)  
Affects: as described therein

Reference is hereby made to said document for full particulars.

66. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Richmond Belt Railway  
Purpose: construction and operation of standard-gauge railroad system  
Recording Date: July 20, 1931  
[Recording No.:](#) [Book 284, Page 103, of Official Records](#)  
Affects: as described therein

Reference is hereby made to said document for full particulars.

67. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Standard Oil Company of California  
Purpose: Private Road  
Recording Date: November 22, 1932  
[Recording No.:](#) [Book 314, Page 284, of Official Records](#)  
Affects: as described therein

Reference is hereby made to said document for full particulars.

68. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Pacific Telephone and Telegraph Company  
Purpose: Pole lines  
Recording Date: August 27, 1938  
[Recording No.:](#) [Book 460, Page 232, of Official Records](#)

The exact location and extent of said easement is not disclosed of record.

Reference is hereby made to said document for full particulars.

69. An unrecorded easement for pole lines, in favor of Western States Gas and Electric Company, dated December 5, 1919, as disclosed by Final Judgment recorded February 18, 1946 in [Book 887 of Official Records, Page 256](#).

Reference is hereby made to said document for full particulars.

**CHICAGO TITLE COMPANY**

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70. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Blake Brothers Company, et al  
Purpose: railroad  
Recording Date: June 6, 1947  
[Recording No.:](#) [Book 1089, Page 199, of Official Records](#)

The exact location and extent of said easement is not disclosed of record.

Reference is hereby made to said document for full particulars.

71. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Southern Pacific Railroad Company, et al  
Purpose: Railroad  
Recording Date: January 17, 1949  
[Recording No.:](#) [Book 1340, Page 501, of Official Records](#)

The exact location and extent of said easement is not disclosed of record.

Reference is hereby made to said document for full particulars.

72. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Richmond  
Purpose: public road  
Recording Date: August 6, 1986  
[Recording No.:](#) [Book 13044, Page 945, of Official Records](#)

The exact location and extent of said easement is not disclosed of record.

Reference is hereby made to said document for full particulars.

73. Matters contained in that certain document

Entitled: Retrocession of Jurisdiction  
Recording Date: August 11, 1987  
[Recording No.:](#) [87-171294, of Official Records](#)

Reference is hereby made to said document for full particulars.

74. Matters contained in that certain document

Entitled: Retrocession of Legislative Jurisdiction  
Recording Date: February 23, 1999  
[Recording No.:](#) [99-0049820, of Official Records](#)

Reference is hereby made to said document for full particulars.

**CHICAGO TITLE COMPANY**

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75. Matters contained in that certain document

Entitled: Quitclaim Deed for portions of the former Naval fuel Depot Point Molate and Environmental Restriction pursuant to civil code Section 1471  
Executed by: United States of America  
Recording Date: September 30, 2003  
[Recording No.:](#) [2003-0489200, of Official Records](#)

Reference is hereby made to said document for full particulars.

An agreement to modify the terms and provisions of the said document, as therein provided

Recording Date: March 29, 2010  
[Recording No.:](#) [2010-0060369, of Official Records](#)

76. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Reserved by: United States of America  
Purpose: Access and utilities  
Recording Date: September 30, 2003  
[Recording No.:](#) [2003-489200, of Official Records](#)

77. Matters contained in that certain document

Entitled: Quitclaim Deed for portions of the former Naval Fuel Depot Point Molate and Environmental Restriction pursuant to civil code Section 1471  
Executed by: United States of America  
Recording Date: March 29, 2010  
[Recording No.:](#) [2010-0060367, of Official Records](#)

Reference is hereby made to said document for full particulars.

78. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Reserved by: United States of America  
Purpose: Access and utilities  
Recording Date: March 29, 2010  
[Recording No.:](#) [2010-0060367, of Official Records](#)

Reference is hereby made to said document for full particulars.

79. Matters contained in that certain document

Entitled: Covenant to Restrict Use of Property, Environmental Restriction  
Executed by: Unites States of America and the City of Richmond  
Recording Date: March 29, 2010  
[Recording No.:](#) [2010-0060368, of Official Records](#)

Reference is hereby made to said document for full particulars.

**CHICAGO TITLE COMPANY**

80. Matters contained in that certain document

Entitled: Development Agreement  
Executed by: City of Richmond and Winehaven Legacy LLC  
Recording Date: October 23, 2020  
Recording No.: 2020-247749, of Official Records

Reference is hereby made to said document for full particulars.

81. Matters contained in that certain document

Entitled: Memorandum of Disposition and Development Agreement  
Executed by: City of Richmond and Winehaven Lagacy LLC  
Recording Date: November 30, 2020  
[Recording No.:](#) [2020-290743, of Official Records](#)

Reference is hereby made to said document for full particulars.

82. A pending court action as disclosed by a recorded notice:

Plaintiff: The Guidiville Rancheria of California, et al  
Defendant: United States of America, et al  
Court: United States District Court, Northern District of California  
Case No.: CV12-1326YGR  
Nature of Action: Right of option to purchase  
Recording Date: September 17, 2021  
[Recording No.:](#) [2021-259431, of Official Records](#)

83. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said [tract/plat](#);

Purpose: Public Access and Utilities  
Affects: a portion of Lot 2

Purpose: Public Access  
Affects: a portion of Lot 43

84. A pending court action as disclosed by a recorded notice:

Plaintiff: Wine haven Legacy LLC  
Defendant: City of Richmond; City of Richmond City Council; and Does 1-20  
County: Superior Court Contra Costa County  
Court: Superior  
Case No.: C22-01081  
Nature of Action: Real Property Claim  
Recording Date: July 27, 2022  
[Recording No.:](#) [2022-118890, of Official Records](#)

85. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

86. Applicability of or failure to comply with the Indian Non Intercourse Act as set forth in 25 U.S.C. §177.

**CHICAGO TITLE COMPANY**

87. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

88. Intentionally Deleted

89. Intentionally Deleted

90. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: Point Molate Futures LLC, a Delaware limited liability company

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.
- f. If Limited Liability Company is a Single Member Entity, a Statement of Information for the Single Member will be required.
- g. Each member and manager of the LLC without an Operating Agreement must execute in the presence of a notary public the Certificate of California LLC (Without an Operating Agreement) Status and Authority form

91. **Before issuing its policy of title insurance**, the Company will require the following:

- a) Copy of the Tribal Council Resolution to make the proposed sale must be submitted together with evidence of the identity and authority of the property individuals to execute any necessary documents.
- b) Provide copies of the BIA approved Constitution and Bylaws.
- c) Intentionally Deleted
- d) Intentionally Deleted

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

**CHICAGO TITLE COMPANY**

92. Before issuing its policy of title insurance, the Company will require the following:

Pursuant to the provisions of Government Code Section 27281, Certificate of Acceptance executed by a duly authorized officer of the East Bay Regional Park District consenting to the transfer to be insured in this transaction, be attached to the deed to be recorded and made a part thereof.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

93. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(ies):                    the Vestee(s) shown herein

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

94. Intentionally Deleted

95. The transaction contemplated in connection with this Report is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional items or make further requirements after such review.

**END OF EXCEPTIONS****NOTES**

1. Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:

Name(s) furnished:        East Bay Regional Park District

If these name(s) are incorrect, incomplete or misspelled, please notify the Company.

2. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

3. Note: The charge for a policy of title insurance, when issued through this title order, will be based on the Basic Title Insurance Rate.

4. The below cities impose a city transfer tax on real property transfers, as mandated through local ordinance pursuant to R&T Code 11911. If the herein described property lies within city limits, please visit the below site for current rates:

Alameda: [www.alamedaca.gov](http://www.alamedaca.gov)

Albany: [www.albanyca.org](http://www.albanyca.org)

Berkeley: [www.berkeleyca.gov](http://www.berkeleyca.gov)

El Cerrito: [www.el-cerrito.org](http://www.el-cerrito.org)

Emeryville: [www.ci.emeryville.ca.us](http://www.ci.emeryville.ca.us)

Hayward: [www.hayward-ca.gov](http://www.hayward-ca.gov)

Oakland: [www.oaklandca.gov](http://www.oaklandca.gov)

Piedmont: [www.piedmont.ca.gov](http://www.piedmont.ca.gov)

Richmond: [www.ci.richmond.ca.us](http://www.ci.richmond.ca.us)

San Leandro: [www.sanleandro.org](http://www.sanleandro.org)

San Francisco: [www.sf.gov](http://www.sf.gov)

**CHICAGO TITLE COMPANY**

5. Note: If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
6. Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of a Company agent, an authorized employee of the insured lender, or by using Bancserv or other Company-approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.
7. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
8. The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.
9. Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.
10. Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.

**END OF NOTES**



Inquire before you wire!

## WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.  
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**  
<http://www.fbi.gov>

**Internet Crime Complaint Center:**  
<http://www.ic3.gov>

**FIDELITY NATIONAL FINANCIAL  
CALIFORNIA PRIVACY NOTICE**

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This California Privacy Notice explains how we collect, use, and disclose Personal Information, when and to whom we disclose such information, and the rights you, as a California resident ("Consumer"), have regarding your Personal Information ("California Privacy Rights"). "Personal Information" means information that identifies, relates to, describes, and is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household. If FNF has collected, used, or disclosed your Personal Information in relation to a job application or employment, independent contractor, officer, owner, or director relationship with FNF, FNF's practices are discussed in our Notice at Collection for Prospective Employees, available at [Prospective California Employees](https://www.fnf.com/california-privacy) (FNF.com/california-privacy).

Some subsidiaries maintain separate California Privacy Notices or privacy statements. If a subsidiary has a separate California Privacy Notice, it will be available on the subsidiary's website, and this California Privacy Notice does not apply.

**Collection of categories of Personal Information:**

In the preceding twelve (12) months FNF has collected, and will continue to collect, the following categories of Personal Information from you:

- Identifiers such as name, address, telephone number, IP address, email address, account name, social security number, driver's license number, state identification card, passport number, financial information, date of birth, or other similar identifiers;
- Characteristics of protected classifications under California or Federal law;
- Commercial information, including records of personal property, products or services purchased, or other purchasing or consuming histories;
- Internet or other electronic network activity information including, but not limited to browsing history on FNF websites, and information regarding a Consumer's interaction with an FNF website;
- Geolocation data;
- Unique biometric data used to authenticate a specific individual such as a fingerprint, retina, or iris image;
- Professional or employment information;
- Education Information.

**This Personal Information is collected from the following sources:**

- Information we receive from you on applications or other forms;
- Information about your transactions with FNF, our affiliates, or others;
- Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities, or from internet service providers, data analytics providers, and social networks;
- Information from the use of our websites and mobile applications;
- Information we receive directly from you related to doing business with us.

**This Personal Information is collected for the following business purposes:**

- To provide products and services to you or in connection with a transaction involving you;
- To perform a contract between FNF and the Consumer;
- To improve our products and services;
- To comply with legal obligations;
- To detect and protect against fraudulent or illegal activity;
- To communicate with you about FNF or our affiliates;
- To maintain an account with FNF or our affiliates;

- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To provide, support, personalize, and develop our websites, products, and services;
- To directly market our products to consumers;
- As described to you when collecting your Personal Information or as otherwise set forth in the California Consumer Privacy Act.

**Disclosures of Personal Information for a business purpose:**

In the preceding twelve (12) months FNF has disclosed, and will continue to disclose, the categories of Personal Information listed above for a business purpose. We may disclose Personal Information for a business purpose to the following categories of third parties:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your prior consent;
- Businesses in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service Providers and non-affiliated third parties such as data analytics providers;
- Law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

**Sale of Personal Information:**

In the preceding twelve (12) months, FNF has not sold or shared Personal Information. FNF does not sell or share Personal Information.

**Retention Periods:**

Due to the breadth and variety of data collected by FNF, it is not possible for us to provide you with a comprehensive list of timeframes during which we retain each category of Personal Information. FNF retains categories of information as reasonably necessary to satisfy the purpose for which we collect the information. This time period varies depending on the purpose for which we collected the information, the nature and frequency of our interactions and relationship with you, whether we have a legal basis to continue retaining the information, industry practices, the value and sensitivity of the information, and state and federal recordkeeping requirements.

**Personal Information of minors:**

FNF does not knowingly collect the Personal Information of minors. FNF does not sell or share the information of consumers under sixteen (16) years of age.

**Sensitive Personal Information:**

FNF does not use or disclose sensitive Personal Information for any purposes other than those specified in the California Consumer Privacy Act.

**Right to know:**

Consumers have a right to know about Personal Information collected, used, disclosed, shared, or sold, including the categories of such Personal Information, as well as the purpose for such collection, use, disclosure, sharing, or selling, categories of third parties to whom Personal Information is disclosed, shared or sold, and the specific pieces of Personal Information collected about the consumer. Consumers have the right to request FNF disclose what Personal Information it collected, used, and disclosed in the past twelve (12) months.

**Right to request deletion:**

Consumers have a right to request the deletion of their Personal Information, subject to certain exceptions.

**Right to Correct:**

Consumers have the right to correct inaccurate Personal Information.

**Right to non-discrimination:**

Consumers have a right not to be discriminated against because of exercising their consumer privacy rights. We will not discriminate against Consumers for exercising any of their California Privacy Rights.

**Privacy Requests:**

**To exercise any of your California Privacy Rights, or if acting as an authorized agent on behalf of another individual, please visit [California Privacy Request](https://fnf.com/california-privacy) (FNF.com/california-privacy), call us Toll Free at 888-413-1748, or write to the address at the end of this notice.**

Upon making a California Privacy Request, FNF will verify the consumer's identity by requiring an account, loan, escrow number, or other identifying information from the consumer.

The above-rights are subject to any applicable rights and obligations including both Federal and California exemptions rendering FNF, or Personal Information collected by FNF, exempt from certain CCPA requirements.

A Consumer may use an Authorized Agent to submit any CCPA request. Authorized agents' requests will be processed like any other CCPA request, but FNF will also require the Consumer provide the agent written permission to make the request and verify his or her identity with FNF.

**FNF website services for mortgage loans:**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice describing the categories, sources, and uses of your Personal Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Information. FNF does not share Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

**California Privacy Notice - Effective Date:**

This California Privacy Notice was last updated on July 1, 2024.

**Contact for more information:**

For questions or concerns about FNF's California Privacy Notice and privacy practices, or to exercise any of your California Privacy Rights, please visit [California Privacy](https://fnf.com/california-privacy) (FNF.com/california-privacy), call Toll Free 888-413-1748, or contact us by mail at the below address.

Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

## ATTACHMENT ONE

### CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990 (11-09-18)

#### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

#### EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the public records at Date of Policy.

#### EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART II

*(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)*

**ATTACHMENT ONE  
(CONTINUED)**

**CALIFORNIA LAND TITLE ASSOCIATION  
STANDARD COVERAGE OWNER'S POLICY (02-04-22)  
EXCLUSIONS FROM COVERAGE**

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
  - i. the occupancy, use, or enjoyment of the Land;
  - ii. the character, dimensions, or location of any improvement on the Land;
  - iii. the subdivision of land; or
  - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.  
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
  - a. created, suffered, assumed, or agreed to by the Insured Claimant;
  - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - c. resulting in no loss or damage to the Insured Claimant;
  - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
  - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
  - a. fraudulent conveyance or fraudulent transfer;
  - b. voidable transfer under the Uniform Voidable Transactions Act; or
  - c. preferential transfer:
    - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
    - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy.  
Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

**EXCEPTIONS FROM COVERAGE**

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not published or recirculated. Only the remaining provisions of the document are excepted from coverage.**

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

**PART I**

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

**PART II**

*(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)*

**ATTACHMENT ONE  
(CONTINUED)**

**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (7-01-21)  
EXCLUSIONS FROM COVERAGE**

The following matters are excluded from the coverage of this policy and We will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
    - i. the occupancy, use, or enjoyment of the Land;
    - ii. the character, dimensions, or location of any improvement on the Land;
    - iii. the subdivision of land; or
    - iv. environmental remediation or protection.
  - b. any governmental forfeiture, police, or regulatory, or national security power.
  - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.
2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
  3. Any defect, lien, encumbrance, adverse claim, or other matter:
    - a. created, suffered, assumed, or agreed to by You;
    - b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
    - c. resulting in no loss or damage to You;
    - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
    - e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
  4. Lack of a right:
    - a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
    - b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.

Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.
  5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
  6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
    - a. fraudulent conveyance or fraudulent transfer;
    - b. voidable transfer under the Uniform Voidable Transactions Act; or
    - c. preferential transfer:
      - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      - ii. for any other reason not stated in Covered Risk 30.
  7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
  8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
  9. Any lien on Your Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a or 27.
  10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

**LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

**ATTACHMENT ONE  
(CONTINUED)**

**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)  
EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - a. building;
  - b. zoning;
  - c. land use;
  - d. improvements on the Land;
  - e. land division; and
  - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

**LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

## ATTACHMENT ONE (CONTINUED)

### ALTA OWNER'S POLICY (07-01-2021)

#### EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
    - i. the occupancy, use, or enjoyment of the Land;
    - ii. the character, dimensions, or location of any improvement on the Land;
    - iii. the subdivision of land; or
    - iv. environmental remediation or protection.
  - b. any governmental forfeiture, police, regulatory, or national security power.
  - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
  3. Any defect, lien, encumbrance, adverse claim, or other matter:
    - a. created, suffered, assumed, or agreed to by the Insured Claimant;
    - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
    - c. resulting in no loss or damage to the Insured Claimant;
    - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
    - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
  4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
    - a. fraudulent conveyance or fraudulent transfer;
    - b. voidable transfer under the Uniform Voidable Transactions Act; or
    - c. preferential transfer:
      - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      - ii. for any other reason not stated in Covered Risk 9.b.
  5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
  6. Any lien on the Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
  7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

#### EXCEPTIONS FROM COVERAGE

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.**

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

*NOTE: The 2021 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed as 1 through 7 below:*

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

**ATTACHMENT ONE  
(CONTINUED)**

**2006 ALTA OWNER'S POLICY (06-17-06)**

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

*NOTE: The 2006 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as 1 through 7 below:*

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.]
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

## Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

### **FNF Underwritten Title Companies**

CTC - Chicago Title Company  
 CLTC - Commonwealth Land Title Company  
 FNTC - Fidelity National Title Company of California  
 FNTCCA - Fidelity National Title Company of California  
 TICOR - Ticor Title Company of California  
 LTC - Lawyer's Title Company  
 SLTC - ServiceLink Title Company

### **Underwritten by FNF Underwriters**

CTIC - Chicago Title Insurance Company  
 CLTIC - Commonwealth Land Title Insurance Company  
 FNTIC - Fidelity National Title Insurance Company  
 CTIC - Chicago Title Insurance Company

### **Available Discounts**

#### **DISASTER LOANS (CTIC, CLTIC, FNTIC)**

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

#### **CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)**

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be forty percent (40%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

#### **MILITARY DISCOUNT RATE**

Upon the Company being advised in writing and prior to the closing of the transaction that an active duty, honorably separated, or retired member of the United States Military or Military Reserves or National Guard is applicable, will be entitled to a discount equal to fifteen percent (15%) of the otherwise applicable rates such party would be charged for the title insurance policies.

Minimum charge: Four Hundred Twenty-Five And No/100 Dollars (\$425.00)

The Company may require appropriate proof of eligibility from the parties to the transaction verifying they are entitled to the discount as described. No other discounts or special rates, or combination of discounts or special rates, shall be applicable.

## SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT

This Second Amendment to Purchase and Sale Agreement (“*Second Amendment*”) dated June 25, 2025 (“*Second Amendment Date*”), is entered into by and among Guidiville Rancheria of California, a federally recognized Indian tribe (“*Tribe*”), Point Molate Futures LLC, a Delaware limited liability company (“*Seller*”), which is wholly owned by the Tribe, and East Bay Regional Park District, a California special district (“*Buyer*”). Buyer, Seller, and Tribe are hereinafter referred to as the “*Parties*.”

### RECITALS

- A. Buyer, Seller and Tribe are parties to a Purchase and Sale Agreement dated November 1, 2024 (“*PSA*”), as amended by a First Amendment to PSA dated January 14, 2025 (“*First Amendment*”). The PSA, as amended by the First Amendment, is sometimes hereinafter referred to as the “*Agreement*.” Capitalized terms used herein and not otherwise defined herein shall have the meanings given them in the Agreement.
- B. There is an Order to Expunge the Lis Pendens (“*Order*”). The Order is not effective until the court deadline expires for filing a reviewing court writ of mandate challenging the Order or, if a writ of mandate challenging the Order is filed, until the Court of Appeal refuses to issue a writ of mandate.
- C. Buyer continues to negotiate with the City the agreement contemplated by Section 7.7 of the Agreement.
- D. The parties desire to amend the Agreement to extend the Outside Closing Date and memorialize District’s agreement to assist Tribe in its efforts to arrange a consultation meeting with representatives of the State Coastal Conservancy, State Department of General Services, and State Controller’s Office to discuss the process for and timing of disbursement of the Conservancy Funds into Escrow, all as set forth herein.

NOW, THEREFORE, Buyer, Seller, and Tribe hereby agree as follows:

1. **Outside Closing Date.** The ‘*Outside Closing Date*’ is hereby extended from June 30, 2025, to July 13, 2025.
2. **Tribal Consultation.** Buyer shall use its best efforts to convene and attend a consultation meeting among representatives of the Tribe, Buyer, California State Coastal Conservancy, State Department of General Services, and the State Controller’s Office, at a mutually acceptable time. Buyer will make itself available to meet in person, subject to the availability of representatives of the Tribe, California State Coastal Conservancy, State Department of General Services, and the State Controller’s Office; and the representatives in attendance shall have full and unqualified authority to engage in meaningful discussions related to an expedited deposit of Conservancy Funds into Escrow and the specific timing of such deposit.
3. **Amendment Controls.** In the event of any conflict between the terms of this Second Amendment and the terms of the Agreement, or the terms of the First Amendment, the

terms of this Second Amendment shall control. The parties acknowledge that the original PSA and First Amendment are still valid, in effect, and not otherwise modified.

4. **Counterparts.** This Second Amendment may be executed in counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute one and the same instrument. Each party may rely upon facsimile or electronic mail counterparts of this Second Amendment signed by the other parties with the same effect as if such party had received an original counterpart signed by such other party or parties.

IN WITNESS WHEREOF, Buyer, Seller, and Tribe have executed this Second Amendment as of the Second Amendment Date first set forth above.

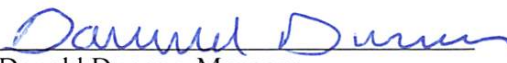
**BUYER:**

**EAST BAY REGIONAL PARK DISTRICT,**  
a California special district

By:  (Acting General Manager) for  
Sabrina Landreth, its General Manager


**SELLER:**

**POINT MOLATE FUTURES LLC,**  
a Delaware limited liability company, an entity wholly owned by the Guidiville Rancheria of California

By:   
Donald Duncan, Manager

**TRIBE:**

**GUIDIVILLE RANCHERIA OF CALIFORNIA,**  
a federally recognized Indian tribe

By:   
Donald Duncan, Chairman