

**SECOND AMENDMENT TO AMENDED AND RESTATED
DISPOSITION AND DEVELOPMENT AGREEMENT**

This SECOND AMENDMENT TO AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT (“**Second Amendment**”) is made and entered into effective as of _____, 2024 (the “**Second Amendment Date**”), by and between the CITY OF SAN PABLO, a California municipal corporation (“**City**”), and BV BUILDERS, INC., a California corporation dba Bay Valley Development (“**Developer**”).

Recitals

A. The City and the Developer entered into that certain Disposition and Development Agreement dated August 10, 2020 (“**Original DDA**”) providing for the sale and development of certain real property located in San Pablo, California (the “**Site**”). The Original DDA was thereafter amended and superseded in its entirety by that certain Amended and Restated Disposition and Development Agreement entered into by the City and the Developer and dated as of August 5, 2021, as amended by that certain First Amendment to Amended and Restated Disposition and Development Agreement dated as of November 30, 2021 (collectively, the “**DDA**”).

B. Pursuant to the DDA, the Developer has acquired the Site and is in the process of developing the Site. The DDA calls for the development of a public park that will be dedicated to the City upon completion of development of the Site. The public park borders the adjacent Wildcat Creek Trail for which the City has installed light poles. The City's light poles would interfere with the fencing to be installed along the boundary of the public park. The City desires not to move the light poles and has requested that the Developer redesign the fencing along the boundary of the public park to accommodate the existing light poles, and the Developer is willing to do so with the cost of redesign to be reimbursed by the City. In connection therewith, the Developer would also grant an easement for City light pole wires that will be located within several lots within the Site.

C. Pursuant to the DDA, the Developer is also required to construct and maintain, at its sole cost and expense, a driveway within the Perpetual Access Easement Area located within the City's property adjacent to the Site. The driveway is to provide access to the Site during construction and, following construction, to provide permanent emergency access and entry-only access for residents to the Site. An Easement Agreement for that purpose was executed by the City and the Developer on March 30, 2022, and recorded on April 4, 2022, as Instrument No. 2022-0057829, in the Official Records of the County Recorder of Contra Costa County. The City now desires to provide the initial construction of the permanent driveway and to provide ongoing maintenance thereof, with reimbursement of the costs of construction and maintenance by the Developer and its successors and assigns. A temporary driveway presently exists within the Perpetual Access Easement Area, and construction of the permanent driveway is expected to be completed in March 2025. The Developer expects to complete construction of several of the townhomes to be constructed on the Site prior to completion of the permanent driveway and is requesting assurance that completion of the permanent driveway will not be a condition to the

Developer's ability to obtain a certificate of occupancy from the City for the initially completed townhomes and the sale thereof.

C. In order to address the issues regarding the redesign costs for the public park fencing, the continued use of the temporary driveway until completion of the permanent driveway by the City and the reimbursement of the permanent driveway costs by the Developer, the parties desire to enter into this Second Amendment.

Agreements

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Developer hereby agree as follows:

1. **Recitals.** The Recitals are true and correct and incorporated herein by this reference.

2. **Terms.** All undefined terms when used herein shall have the same respective meanings as are given such terms in the DDA unless expressly provided otherwise in this Second Amendment.

3. **Reimbursement of Redesign Costs for Public Park Fencing Due to City Light Poles/Easement to City for Encroachment of Light Pole Wires.** The City has installed light poles along Wildcat Creek Trail adjacent to the boundary of the public park area within the Site that is being developed by the Developer; the public park will be dedicated to the City following the completion of the development of the Site. The installed light poles interfere with the fencing to be installed along the boundary of the public park. Rather than requiring the City to move the light poles, the Developer agrees to redesign the fencing to accommodate the light poles and the City agrees to reimburse the Developer for the associated redesign costs. The Developer has prepared an itemization of the fencing redesign costs, attached hereto as Exhibit A and incorporated herein by this reference. The City and the Developer agree that the itemization accurately represents the redesign amount to be reimbursed by the City. The reimbursement by the City shall be made promptly following the completion of the permanent driveway described in Section 4 below and may subtract the \$61,514 reimbursement amount that would otherwise be due from the Developer pursuant to Section 4. The City and the Developer further agree to enter into an easement agreement substantially in the form attached hereto and incorporated herein by this reference as Exhibit B for the purpose of providing an easement to the City over certain of the lots contained within the Site, as more particularly described in Exhibit B.

4. **Use of Temporary and Permanent Driveway within Perpetual Access Easement Area.** The Scope of Development (Attachment No. 4) to the DDA and the Easement Agreement executed by the Developer and the City require the Developer to improve the Perpetual Access Easement Area with signage and barriers, together with any other improvements that may be required by the City in connection with the Developer's use of the Perpetual Access Easement Area, and to maintain such improvements, all at the cost and expense of the Developer and its successors and assigns. The City has constructed a temporary driveway within the Perpetual

Access Easement Area that currently provides vehicular access from Chattleton Lane across the City's property to the border with the Site and will be upgrading the temporary driveway to a permanent driveway as part of the construction of other improvements on the City's property. Following completion of the permanent driveway and within ten (10) days after receiving a written request from the City, the Developer agrees to reimburse the City for the costs incurred to upgrade the temporary driveway to a permanent driveway in an amount not to exceed \$61,514. The City's estimated costs to upgrade the temporary driveway to a permanent driveway are shown in the attached Exhibit C, incorporated herein by this reference. The permanent driveway will also be maintained by the City and the costs thereof shall be reimbursed to the City by the Developer and its successors and assigns within ten (10) days after receiving the written request for reimbursement from the City. The Easement Agreement shall be amended by the City and the Developer to reflect the construction/maintenance and reimbursement obligations pertaining to the permanent driveway substantially in the form of the Amended and Restated Easement Agreement attached hereto as Exhibit D. The City agrees that the temporary driveway is sufficient and adequate to provide vehicular access to the Site pending construction of the permanent driveway and will not prevent the issuance of a certificate of occupancy for completed townhomes.

5. **No Other Modifications.** Except as otherwise provided herein, all other terms and provisions of the DDA shall remain in full force and effect, unmodified by this Second Amendment. To the extent of any inconsistency with the terms and conditions of the DDA, the terms and conditions of this Second Amendment shall govern. Nothing in this Second Amendment shall be deemed to reduce the rights and remedies under the DDA.

6. **Binding Effect.** The provisions of this Second Amendment shall be binding upon and inure to the benefit of the heirs, representatives, successors and permitted assigns of the City and the Developer.

7. **Governing Law.** The provisions of this Second Amendment shall be construed and enforced in accordance with the laws of the State of California.

8. **Authority.** The City and the Developer represent and warrant that they have the requisite authority to bind the entity on whose behalf they are signing.

9. **Counterparts.** This Second Amendment may be executed in any number of counterparts. Any such counterpart, when executed, shall constitute an original of this Second Amendment, and all such counterparts when appropriately delivered between the City and the Developer shall constitute one and the same final Second Amendment.

IN WITNESS WHEREOF, the City and the Developer have executed this Second Amendment as of the Second Amendment Date first set forth above.

“City”

CITY OF SAN PABLO, a California municipal corporation

By _____
Matt Rodriguez, City Manager

“Developer”

BV BUILDERS, INC., a California corporation

By _____ [Printed Name]
_____ [Title]

EXHIBIT A

CHATTLETON PLACE

Light Pole Redesign Costs

\$34,812	Thiessen Construction Change Order (Site Walls + New Design/Footing)
\$1,936	Advanced Engineering (Structural Engineering) Redesign of Wall
\$5,200	Wayne Ting & Associates Inc - GEOTECH - "Drill & Pour" Observations of Site Wall
\$3,500	Little & Saputo Attorneys Easement Language - Amendments
\$22,070	BV Builders / A&B Electric/Humann Company Engineers Investigation, Relocation, Civil Engineering Rerouting City Camera & Light Posts Around New Site Walls and Bio Swale
\$67,518	Total Costs

EXHIBIT B

EASEMENT AGREEMENT
(City Light Pole Encroachment)

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of San Pablo
1000 Gateway Avenue
San Pablo, CA 94806
ATTN: City Manager

No fee for recording pursuant to
Government Code section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EASEMENT AGREEMENT
(City Light Pole Wiring Encroachment)

THIS EASEMENT AGREEMENT (herein "Agreement") is made by and between CHATTLETON PLACE PARTNERS, LLC, a California limited liability company (herein "Grantor") and the CITY OF SAN PABLO, a California municipal corporation (herein "Grantee").

WHEREAS, Grantor is the owner of certain real property located within the City of San Pablo, County of Contra Costa, State of California, and legally described as:

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF SAN PABLO, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
APN's: 417-320-001, 417-320-019, and 417-320-020.

(the "servient estate," as depicted on Exhibit A attached hereto and incorporated herein by this reference, and hereinafter referred to as "Grantor's Property"); and

WHEREAS, Grantee is the owner of certain real property immediately adjacent to Grantor's Property, which is legally described as:

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF SAN PABLO, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

[TO BE INSERTED -- City Property adjacent to Developer's lots affected by light pole wires]

(the “dominant estate,” as depicted on Exhibit A, and hereinafter referred to as “Grantee’s Property”); and

WHEREAS, Grantor acquired Grantor’s Property from the Grantee and will be developing not less than sixteen (16) townhomes on Grantor’s Property in accordance with the Amended and Restated Disposition and Development Agreement between Grantor and Grantee, dated August 5, 2021, as amended by the First Amendment to Amended and Restated Disposition and Development Agreement, dated November 30, 2021, and the Second Amendment to Amended and Restated Disposition and Development Agreement, dated December 9, 2024 (collectively, the “DDA”); and

WHEREAS, in connection with the development of Grantor’s Property, it has been determined that certain of the wires from the light poles installed on Grantee's Property will encroach on portions of Grantor's Property, and Grantor has agreed to grant an easement in, to, over and across a portion of Grantor’s Property in connection therewith;

NOW, THEREFORE, in consideration of mutual benefits and other valuable consideration, the sufficiency of which is hereby acknowledged, the Grantor and Grantee agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee, its successors and assigns, a non-exclusive easement in, to, over, under and across the Grantor’s Property, as specifically shown and described in Exhibit A, attached hereto and incorporated herein by this reference (the "Utility Easement Area"), solely for the Grantee’s installation, maintenance, repair/replacement and use of electrical lines serving light poles installed on Grantee’s Property.

2. Installation, Maintenance and Repair/Replacement Activities. Grantee shall provide Grantor with thirty (30) calendar days’ prior written notice before commencing any installation, maintenance or repair/replacement of the electrical lines on the Grantor’s Property; provided, however, in the event that any emergency maintenance or repair needs to be performed, Grantee will provide Grantor with twenty-four (24) hours’ verbal notice, if reasonably feasible. Grantee will use all reasonable and practicable efforts to conduct any activity allowed hereunder at times and in a manner that avoids causing damage to Grantor’s Property and/or that avoids causing disruption of Grantor’s use of Grantor’s Property. In the event the Grantor’s Property is damaged during the performance of any installation, maintenance, repair/replacement or use activities, Grantee, at Grantee’s sole cost and expense, shall repair or cause to be repaired the Grantor’s Property to its condition immediately preceding the damage. Grantee shall coordinate with Grantor, and the parties shall cooperate, in the conduct of Grantee’s repairs to the Grantor’s Property.

3. Termination. This Agreement shall commence upon the date of its recordation in the Official Records of Contra Costa County, and shall perpetually and continuously remain in effect unless sooner terminated or extinguished by mutual written agreement of the Grantor and

Grantee. In the event the parties mutually agree to terminate this Agreement, the parties agree to execute in a recordable form any document requested by either party acknowledging the partial or complete termination of this Agreement.

4. Obstructions or Interference; Reserved Rights. Grantee, and its successors and assigns, shall not obstruct, impede, or interfere with the rights of Grantor (and its successors and assigns) to the use of the Grantor's Property. Grantor reserves the right of ownership, use and occupancy of the Grantor's Property insofar as said ownership, use and occupancy does not violate or unreasonably interfere with the rights granted to Grantee in this Agreement. The rights of Grantee are non-exclusive, and Grantor shall have full right and authority to grant other easements or rights to use the Grantor's Property, provided the same do not violate or unreasonably interfere with the rights of Grantee under this Agreement.

5. Enforcement of Prohibited Uses. Either Grantor or Grantee may notify, in writing, the other party of any apparent unauthorized uses of the Easement Area in violation of the terms of this Agreement. The party receiving such written notification shall cease or take immediate steps to prevent further prohibited use of the Easement Area.

6. Indemnification. Grantee, and its successors and assigns, covenants and agrees to indemnify, defend and hold harmless Grantor, and its officers, beneficiaries, employees, agents, attorneys, representatives, legal successors and assigns ("Indemnitees"), from and against all claims, costs, expenses and liability (including reasonable attorneys' fees and costs of suit) arising from or as a result of the use of the Utility Easement Area by Grantee and its successors and assigns.

7. Notices. Formal notices, demands and communications between the Grantor and the Grantee shall be in writing and sent to the following addresses, or at any other address as that party may later designate by notice, by one or more of the following methods:

a. Addresses/Fax Numbers

Grantor: Chattleton Place Partners, LLC
251 Pittman Road, Suite F
Fairfield, CA 94534
Attention: Inderpreet "Indy" Pahwa
Telephone: (510) 409-9373
Fax Number: (925) 891-3418

Grantee: City of San Pablo
1000 Gateway Avenue
San Pablo, CA 94070
Attention: City Manager
Telephone: (510) 215-3001
Fax Number: (510) 215-3011

b. Methods

(1) Certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid, in the United States mail; or

(2) A nationally recognized overnight courier, by priority overnight service, in which case notice shall be deemed delivered one (1) business day after deposit with that courier; or

(3) Hand delivery with signed receipt for delivery from a person at the place of business of the receiving party and authorized to accept delivery for the receiving party, in which case notice shall be deemed delivered upon receipt; or

(4) Telecopy or facsimile transmission, if a copy of the notice is also sent the same day by United States certified mail, in which case notice shall be deemed delivered one (1) business day after the telecopy or facsimile transmission, provided that a transmission report is automatically generated reflecting the accurate transmission of the notice to the receiving party at the fax number specified in paragraph a. above.

8. Easement Appurtenant. This Agreement and the easements shall inure to and bind the successors and assigns of the parties, and shall constitute a covenant running with the land.

9. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California, other than its choice of laws provisions.

10. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all prior understandings and agreements between the parties. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement this ____
day of _____, 2024.

CHATTLETON PLACE PARTNERS, LLC., a
California limited liability company,
“GRANTEE”

By: _____
Inderpreet Pahwa, Managing Member

CITY OF SAN PABLO, a California
municipal corporation, “GRANTOR”

By _____
Matt Rodriguez, City Manager


EXHIBIT A

Map and Description of Utility Easement Area

(City Light Pole Wiring Encroachment)

LOCATION OF PROPOSED UTILITY EASEMENT AREA

The Utility Easement Area will be no more than 5 feet wide, located on the North-West portion of Parcels: 417-320-001, 417-320-019, and 417-320-020 adjacent to the Wildcat Creek Trail (Gateway Ave.) in San Pablo, CA

 Easement Boundary



Map and Description of Utility Easement Area

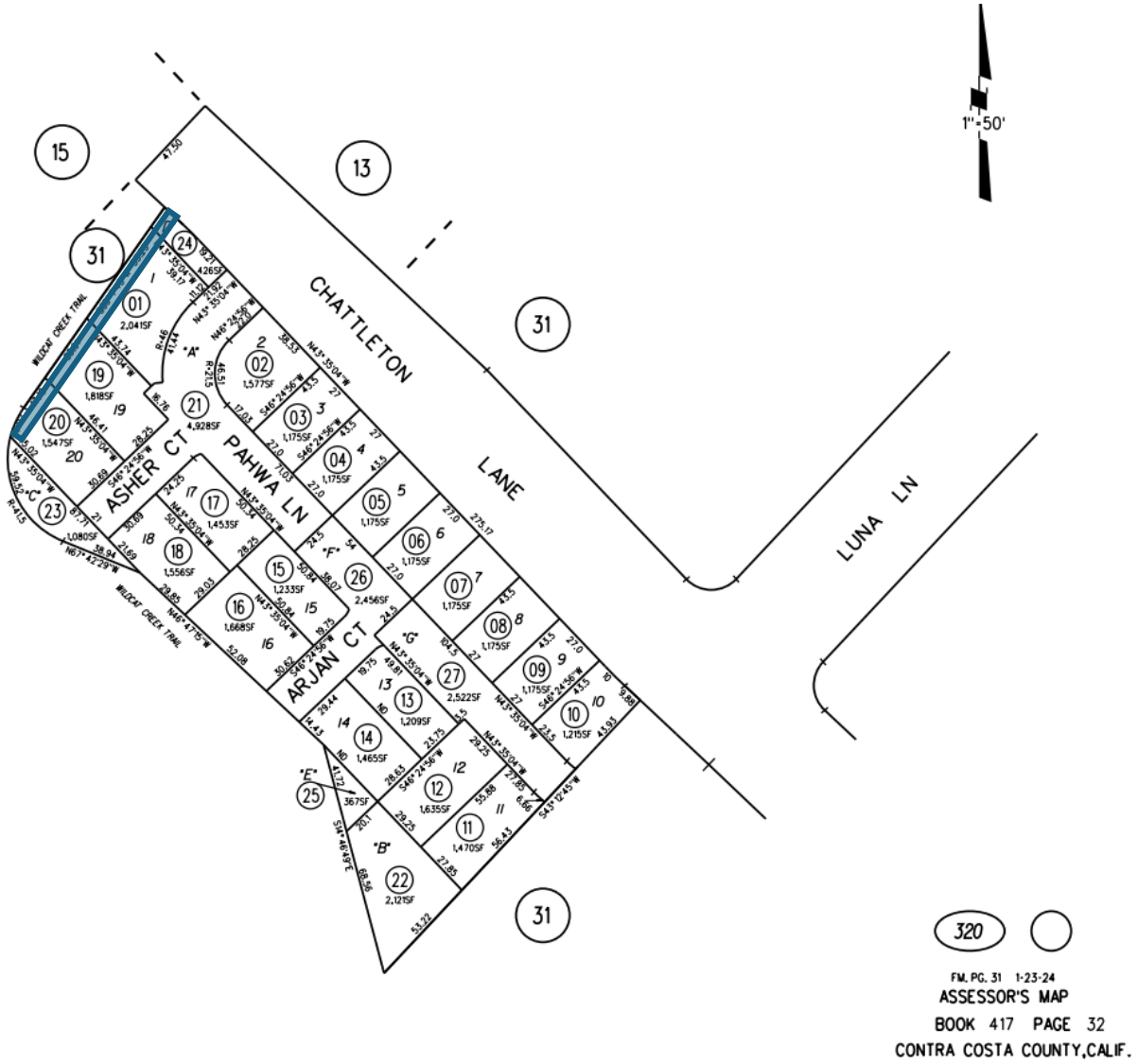


EXHIBIT C



Alternates	Job #24753
	April 30, 2024

Permanent				
Block E, Temporary Drive Lane	Quantity	Unit	Rate	Total (\$)
Site Preparation				
Demolition and disposal/off-haul	4,500	SF	\$1.00	\$4,500
Rough grading	4,500	SF	\$1.50	\$6,750
Erosion control	4,500	SF	\$0.50	\$2,250
(N) Driveway				
Asphalt paving	1,450	SF	\$10.00	\$14,500
Reinforced concrete entrance access	300	SF	\$50.00	\$15,000
Reinforced concrete sidewalk	400	SF	\$25.00	\$10,000
Striping and pavement marking	2,150	SF	\$0.75	\$1,613
Temporary construction easement, allow	2,350	SF	\$1.00	\$2,350
Reinforced concrete band, 6"	146	LF	\$30.00	\$4,380
Site Mechanical Utilities				
Storm drain, 3"SD	14	LF	\$70.00	\$980
Catch basin	1	EA	\$2,000.00	\$2,000
Mark-up's per Overall Summary				
Credit for Non-Union/Non-Prevailing Wage	-20.00%	LS	\$64,322.50	(\$12,865)
Bonds & Insurance	3.50%	LS	\$51,458.00	\$1,801
General Conditions	10.00%	LS	\$53,259.03	\$5,326
Contractor's Overhead & Profit	5.00%	LS	\$58,584.93	\$2,929
Subtotal For Block E, Temporary Drive Lane:				\$61,514
Permanent				

EXHIBIT D

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of San Pablo
1000 Gateway Avenue
San Pablo, CA 94806
ATTN: City Manager

No fee for recording pursuant to
Government Code section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AMENDED AND RESTATED EASEMENT AGREEMENT

THIS AMENDED AND RESTATED EASEMENT AGREEMENT (herein "Agreement") is made by and between the CITY OF SAN PABLO, a California municipal corporation (herein "Grantor"), and CHATTLETON PLACE PARTNERS, LLC, a California limited liability company (herein "Grantee") and amends and restates in its entirety that certain Easement Agreement executed by the Grantor and the Grantee, dated March 30, 2022, and recorded on April 4, 2022, as Instrument No. 2022-0057829, in the Official Records of the County Recorder of the County of Contra Costa.

WHEREAS, Grantor is the owner of certain real property located within the City of San Pablo, County of Contra Costa, State of California, and legally described as:

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF SAN PABLO, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Parcel C as shown on that certain parcel map MS 776-16, filed for record December 23, 2016 in BOOK 212 OF PARCEL MAPS, PAGE 1, CONTRA COSTA COUNTY RECORDS

(the "servient estate," as depicted on Exhibit A attached hereto and incorporated herein by this reference, and hereinafter referred to as "Grantor's Property"); and

WHEREAS, Grantee is the owner of certain real property immediately adjacent to Grantor's Property, which is legally described as:

EXHIBIT D

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF SAN PABLO, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Lot 4, Subdivision 9331, filed October 30, 2014, Book 521 of Maps, Page 41, Contra Costa County Records

(the “dominant estate,” as depicted on Exhibit A, and hereinafter referred to as “Grantee’s Property”); and

WHEREAS, Grantee acquired Grantee’s Property from the Grantor and will be developing not less than sixteen (16) townhomes on Grantee’s Property in accordance with the Amended and Restated Disposition and Development Agreement between Grantor and Grantee, dated August 5, 2021, as amended by the First Amendment to Amended and Restated Disposition and Development Agreement, dated November 30, 2021, and the Second Amendment to Amended and Restated Disposition and Development Agreement, dated December 16, 2024 (collectively, the “DDA”); and

WHEREAS, in connection with the development and use of Grantee’s Property, Grantor has agreed to grant an easement for access in, to, over and across a portion of Grantor’s Property;

NOW, THEREFORE, in consideration of mutual benefits and other valuable consideration, the sufficiency of which is hereby acknowledged, the Grantor and Grantee agree as follows:

1. Easement Description. Grantor hereby grants and conveys to Grantee, its successors and assigns, non-exclusive temporary and perpetual easements in, to, over and across the Grantor’s Property solely for the purposes set forth below. The easements shall affect only those portions of Grantor’s Property specifically described and depicted on Exhibit B, attached hereto and incorporated herein by this reference. There are two non-exclusive temporary construction easements (the “Temporary Construction Easement Areas”) and one non-exclusive perpetual entrance access easement (the “Perpetual Access Easement Area”). The Temporary Construction Easement Areas and the Perpetual Access Easement Area are collectively referred to herein as the “Easement Areas.” During the period of the development of the townhomes and related improvements on Grantee’s Property, in accordance with the DDA, the Temporary Construction Easement Areas shall be used for staging and access to Grantee’s Property during the development of Grantee’s Property. After completion of the development of the townhomes and related improvements on Grantee’s Property, in accordance with the DDA, the Temporary Construction Easement Areas shall terminate and the Perpetual Access Easement Area shall be used exclusively for vehicular entrance to (without the right of vehicular exit from) Grantee’s Property.

2. Perpetual Access Easement Area Improvements and Maintenance.

a. Easement Area Improvements.

(1) Driveway. Grantor has constructed a temporary driveway within the Perpetual Access Easement Area providing vehicular access from Chattleton Lane across Grantor’s Property to the border with Grantee’s Property and will be upgrading the temporary driveway to a permanent driveway as part of the construction of improvements on the Grantor’s

EXHIBIT D

Property. Following completion of the permanent driveway and within ten (10) days after receiving a written request from the Grantor, Grantee shall reimburse Grantor for all costs incurred to upgrade the temporary driveway to a permanent driveway in an amount not to exceed \$61,514. In the event the Grantee fails to reimburse all such costs within such 10-day period, the Grantee shall additionally be obligated to pay the Grantor interest on any unreimbursed costs in the amount of ten percent (10%) per annum.

(2) Signage and Access Barriers; Other Required Improvements. Following completion of the permanent driveway, Grantee, at its sole cost and expense, shall promptly install signage and access barriers at the border of the Perpetual Access Easement Area with the Grantee's Property that clearly indicate that the Perpetual Access Easement Area is to be used solely for vehicular entrance into the Grantee's Property and that prevent the use of the Perpetual Access Easement Area to exit from the Grantee's Property. Grantee, at its sole cost and expense, shall install or construct, or reimburse Grantor for the installation or construction of, any other improvements to the Perpetual Access Easement Area required by the Grantor in connection with the use of the Perpetual Access Easement Area by the Grantee and its successors and assigns, and such improvements shall be installed or constructed according to specifications approved by the Grantor. Any reimbursement required to be made to Grantor shall be made by the Grantee within ten (10) days of Grantor's written request therefor. In the event the Grantee fails to reimburse all such costs within such 10-day period, the Grantee shall additionally be obligated to pay the Grantor interest on any unreimbursed costs in the amount of ten percent (10%) per annum.

b. Easement Area Maintenance. The improvements to the driveway within the Perpetual Access Easement Area shall be maintained by the Grantor, at the sole cost and expense of the Grantee. Grantor shall periodically inspect, maintain, repair, reconstruct, and replace the driveway within the Perpetual Access Easement Area to insure the safe, lawful and reasonable use thereof. Grantor shall give the Grantee not less than thirty (30) days prior written notice of any work of maintenance, repair, reconstruction and/or replacement of the driveway within the Perpetual Access Easement Area, except in the case of an emergency in which event whatever notice is reasonable under the circumstances shall be given. Any work of maintenance, repair, reconstruction and/or replacement of the improvements within the Perpetual Access Easement Area shall be performed in a manner which, to the extent reasonable under the circumstances, minimizes disruption of the access to the Grantee's Property. Grantee shall reimburse Grantor for all of its costs in connection with such maintenance within ten (10) days of receiving Grantor's written request therefor. In the event the Grantee fails to reimburse all such costs within such 10-day period, the Grantee shall additionally be obligated to pay the Grantor interest on any unreimbursed costs in the amount of ten percent (10%) per annum. Grantee, at its sole cost and expense, shall maintain the signage and access barriers at the border of the Perpetual Access Easement Area with the Grantee's Property and any other improvements required to be installed or constructed within the Perpetual Access Easement Area in connection with the use thereof by Grantee and its successors and assigns.

c. Default of Grantee. If the Grantee fails to perform any of its obligations under this Section 2, then the Grantor shall provide the Grantee with written notice of such failure. Grantee shall thereafter use reasonable efforts to cure any such failure within ten (10) days of Grantee's receipt of such notice from Grantor. If the Grantee fails to cure any such failure within such 10-day time period, then the Grantor shall have the right, but not the obligation, to immediately undertake to cure such failure, provided, however, that if such cure is one that will reasonably require more than ten (10) days to cure, the Grantor shall not have the right to cure if

EXHIBIT D

the Grantee commences cure within such 10-day period and diligently prosecutes the cure to completion within a reasonable period. Within thirty (30) days of written request, the Grantee shall reimburse the Grantor for any costs and expenses incurred by the Grantor in undertaking a cure pursuant to this Section 2.c. In the event the Grantee fails to reimburse any such costs and expenses within such 30-day period, the Grantee shall additionally be obligated to pay the Grantor interest on any unreimbursed costs and expenses in the amount of ten percent (10%) per annum.

3. Termination. The Temporary Construction Easement Areas shall terminate following the completion of the development of the townhomes and related improvements on Grantee's Property in accordance with the DDA. The Perpetual Access Easement Area is a perpetual easement. When any of the Easement Areas are no longer needed for the purposes described herein, the parties (and/or their successors and assigns) shall cooperate to execute and record such instrument as is necessary to extinguish the easement.

4. Obstructions or Interference; Reserved Rights. Grantor, and its successors and assigns, shall not obstruct, impede, or interfere with the rights of the Grantee (and its successors and assigns) to the use of the Easement Areas, and the Grantee, and its successors and assigns, shall not obstruct, impede, or interfere with the rights of Grantor (and its successors and assigns) to the use of the Grantor's Property, including the Easement Areas. Grantor reserves the right of ownership, use and occupancy of the Easement Areas insofar as said ownership, use and occupancy does not violate or unreasonably interfere with the rights granted to Grantee in this Agreement. The rights of Grantee are nonexclusive, and Grantor shall have full right and authority to grant other easements or rights to use the Easement Areas, provided the same do not violate or unreasonably interfere with the rights of Grantee under this Agreement.

5. Enforcement of Prohibited Uses. Either Grantor or Grantee may notify, in writing, the other party of any apparent unauthorized uses of the Easement Areas in violation of the terms of this Agreement. The party receiving such written notification shall cease or take immediate steps to prevent further prohibited use of the Easement Areas.

6. Indemnification. Grantee, and its successors and assigns, covenants and agrees to indemnify, defend and hold harmless Grantor, and its officers, beneficiaries, employees, agents, attorneys, representatives, legal successors and assigns ("Indemnitees"), from and against all claims, costs, expenses and liability (including reasonable attorneys' fees and costs of suit) arising from or as a result of the use of the Easement Areas by Grantee and its successors and assigns.

7. Notices. Formal notices, demands and communications between the Grantor and the Grantee shall be in writing and sent to the following addresses, or at any other address as that party may later designate by notice, by one or more of the following methods:

a. Addresses/Fax Numbers

Grantor: City of San Pablo
1000 Gateway Avenue
San Pablo, CA 94070
Attention: City Manager
Telephone: (510) 215-3001
Fax Number: (510) 215-3011

EXHIBIT D

Grantee: Chattleton Place Partners, LLC
251 Pittman Road, Suite F
Fairfield, CA 94534
Attention: Inderpreet "Indy" Pahwa
Telephone: (510) 409-9373
Fax Number: (925) 891-3418

b. Methods

(1) Certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid, in the United States mail; or

(2) A nationally recognized overnight courier, by priority overnight service, in which case notice shall be deemed delivered one (1) business day after deposit with that courier; or

(3) Hand delivery with signed receipt for delivery from a person at the place of business of the receiving party and authorized to accept delivery for the receiving party, in which case notice shall be deemed delivered upon receipt; or

(4) Telecopy or facsimile transmission, if a copy of the notice is also sent the same day by United States certified mail, in which case notice shall be deemed delivered one (1) business day after the telecopy or facsimile transmission, provided that a transmission report is automatically generated reflecting the accurate transmission of the notice to the receiving party at the fax number specified in paragraph a. above.

8. Easement Appurtenant. This Agreement and the easements shall inure to and bind the successors and assigns of the parties, and shall constitute a covenant running with the land.

9. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California, other than its choice of laws provisions.

10. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all prior understandings and agreements between the parties. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced.

[SIGNATURES ON NEXT PAGE]

EXHIBIT D

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement this ____
day of _____, 2024.

CITY OF SAN PABLO, a California
municipal corporation, "GRANTOR"

By _____
Matt Rodriguez, City Manager

CHATTLETON PLACE PARTNERS, LLC., a
California limited liability company,
"GRANTEE"

By: _____

EXHIBIT A

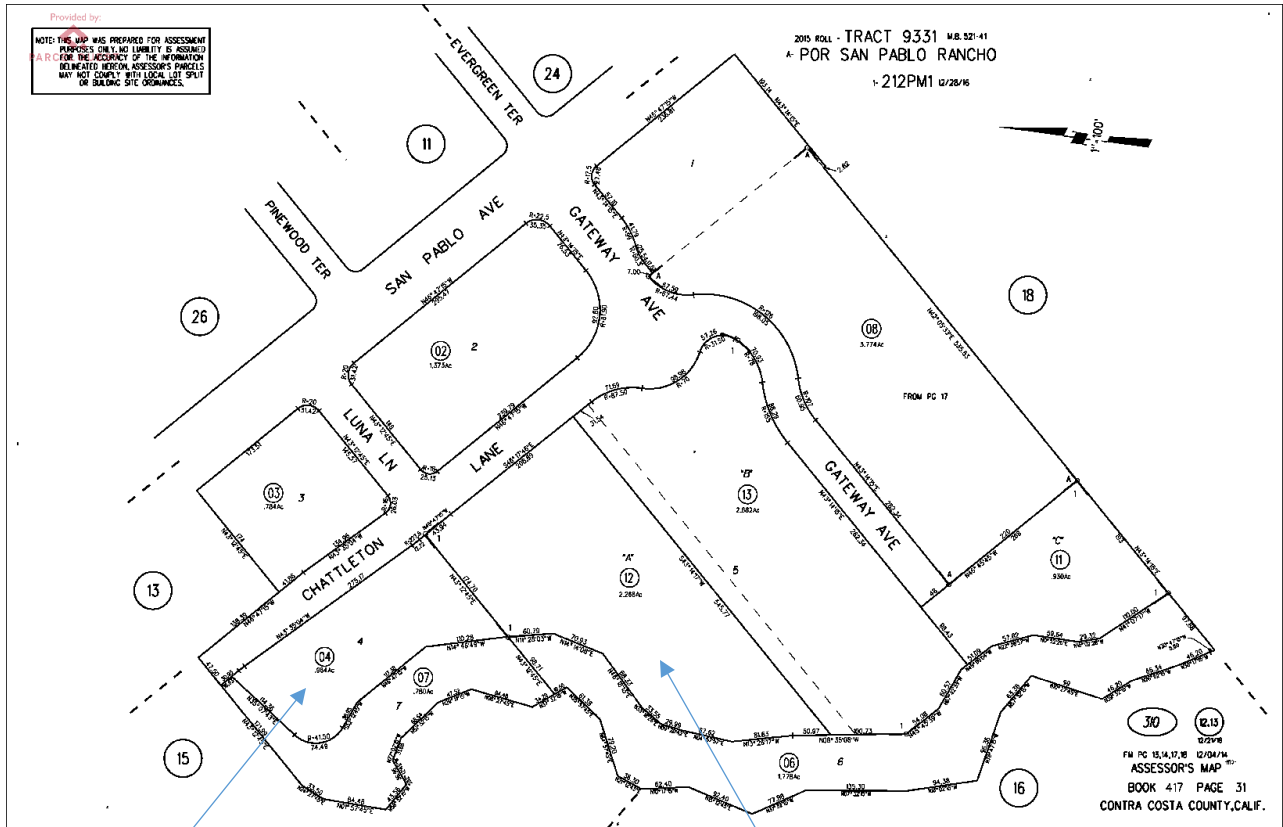
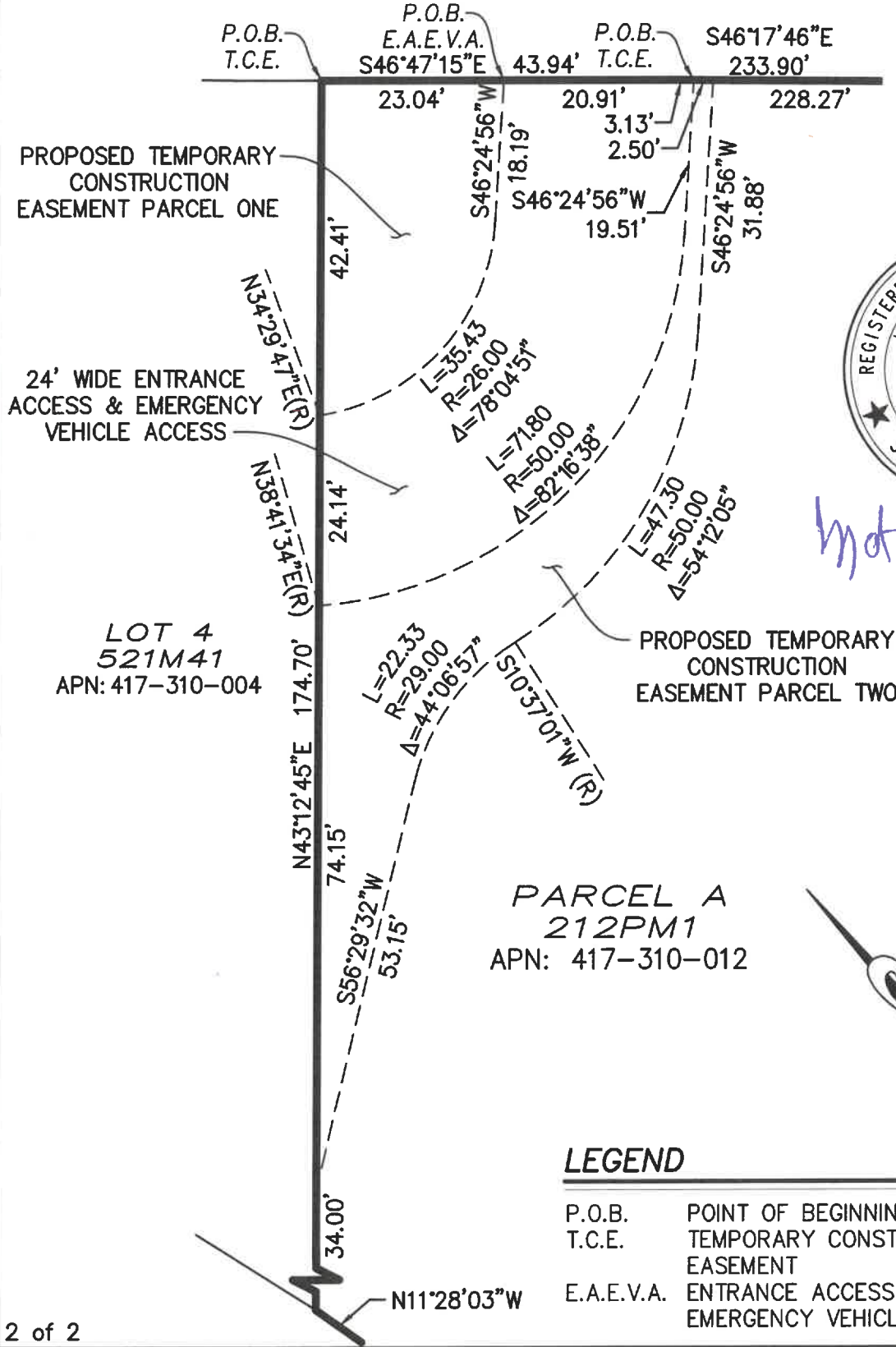


EXHIBIT B

Attached

CHATTLETON LANE




Izzat Nashashibi

LEGEND

- P.O.B. POINT OF BEGINNING
- T.C.E. TEMPORARY CONSTRUCTION EASEMENT
- E.A.E.V.A. ENTRANCE ACCESS & EMERGENCY VEHICLE ACCESS

2 of 2



HUMANN COMPANY INC.

ENGINEERING - SURVEYING
1021 BROWN AVE. LAFAYETTE, CA 94549
PH (925)283-5000 FAX (925)283-3576

PLAT MAP

PORTION OF PARCEL A, PARCEL
MAP MS 776-16, 212PM1
OAKLAND, CA

SCALE	1" = 20'
DATE	11/16/2021
BY	RRG
JOB NO.	20-121

S46°47'15"E CHATTLETON LANE

43.94'

S46°17'46"E 233.90'

LOT 4
521M41
APN: 417-310-004

SEE PAGE 2
FOR DETAIL

N43°12'45"E
174.70'

PARCEL A
212PM1
APN: 417-310-012

N11°28'03"W
60.79'

LOT 7
521M41
APN: 417-310-007

N14°14'08"E
70.93'

S43°12'45"W 566.05'

PARCEL B
212PM1
APN: 417-310-013

N46°18'13"E
88.33'

N33°18'26"E
33.55'

N9°20'42"E
29.99'

N4°57'57"E
67.62'

LOT 6
521M41
APN: 417-310-006

N13°26'17"W
81.63'

N8°35'08"W
84.12'



Izzat S. Nashashibi



HUMANN COMPANY INC.
ENGINEERING - SURVEYING
1021 BROWN AVE. LAFAYETTE, CA 94549
PH (925)283-5000 FAX (925)283-3578

PLAT MAP
PORTION OF PARCEL A, PARCEL
MAP MS 776-16, 212PM1
OAKLAND, CA

SCALE	1" = 100'
DATE	11/16/2021
BY	RRG
JOB NO.	20-121

EXHIBIT "A"

LEGAL DESCRIPTION

Proposed Entrance Access and Emergency Vehicle Access Easement for APN 471-310-012

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

A portion of Parcel A as shown on Parcel Map MS 776 recorded December 28, 2016 in Book 212 of Parcel Maps at page 1, Contra Costa County Records described as follows:

Beginning on the Northeasterly line of said Parcel A, said line also being the southwesterly right of way line of Chattleton Lane, said point lies North $46^{\circ}47'15''$ East, 23.04 feet from the northerly corner of said Parcel A; thence from said point of beginning South $46^{\circ}47'15''$ East along said northeasterly and southwesterly lines, 20.91 feet; thence South $46^{\circ}17'46''$ East 3.13 feet; thence leaving said northeasterly and southwesterly lines South $46^{\circ}24'56''$ West 19.51 feet to the start of a tangent curve concave to the north having a radius of 50.00 feet, an arc distance of 71.80 feet through a central angle of $82^{\circ}16'38''$ to the northwesterly line of said Parcel A; thence along said westerly line North $43^{\circ}12'45''$ East, 42.14 feet to the start of a curve, concave to the north, the radius of which bears North $34^{\circ}29'47''$ East, having a radius of 26.00 feet, an arc distance of 35.43 feet through a central angle of $78^{\circ}04'51''$; thence North $46^{\circ}24'56''$ East, 18.19 feet to the Point of Beginning.

Containing 1739 square feet, more or less



Izzat Nashashibi

EXHIBIT "A"

LEGAL DESCRIPTION

Proposed Temporary Construction Easement (Parcel One) for APN 471-310-012

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

A portion of Parcel A as shown on Parcel Map MS 776 recorded December 28, 2016 in Book 212 of Parcel Maps at page 1, Contra Costa County Records described as follows:

Beginning at the northerly corner of said Parcel A, said point also lying on the southwesterly right of way line of Chattleton Lane; thence from said point of beginning South 46°47'15" East along the northeasterly line of said Parcel A, said line also being the southwesterly right of way line of Chattleton Lane, 23.04 feet; thence leaving said northerly line South 46°24'56" West 18.19 feet to the start of a tangent curve concave to the North, having a radius of 26.00 feet, an arc distance of 35.43 feet through a central angle of 78°04'51" to the westerly line of said Parcel A; thence along said westerly line North 43°12'45" East, 42.41 feet to the point of beginning.

Containing 806 square feet, more or less



Zezat Nashashibi

EXHIBIT "A"

LEGAL DESCRIPTION

Proposed Temporary Construction Easement (Parcel Two) for APN 471-310-012

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

A portion of Parcel A as shown on Parcel Map MS 776 recorded December 28, 2016 in Book 212 of Parcel Maps at page 1, Contra Costa County Records described as follows:

Commencing at the Northwest corner of said Parcel A; thence along the northeasterly line of said Parcel A, said line also being the southwesterly right of way line of Chattleton Lane as shown on said Parcel Map; thence from said Point of Commencement along said northeasterly and southwesterly lines, South 46°47'15" East 43.94 feet and South 46°17'46" East 3.13 feet to the Point of Beginning; thence from said Point of Beginning South 46°17'46" East, 2.50 feet; thence leaving said northeasterly and southwesterly lines South 46°24'56" West, 31.88 feet to the arc of a tangent curve concave to the North having a radius of 50.00 feet, an arc distance of 47.30 feet through a central angle of 54°12'05"; thence along the arc of a curve concave to the South, the center of which lies South 10°37'01" West, having a radius of 29.00 feet, an arc distance of 22.33 feet through a central angle of 44°06'57"; thence South 56°29'32" West, 53.15 feet to the southwesterly line of said Parcel A; thence along said southwesterly line North 43°12'45" East 74.15 feet to the start of a curve, the center of which bears North 38°41'34" East, having a radius of 50.00 feet, an arc distance of 71.80 feet through a central angle of 82°16'38", thence North 46°24'56" West 19.51 feet to the Point of Beginning.

Containing 1216 square feet, more or less



Izzat S. Nashashibi

Name: Standard : EAEVA

North: 9569.2056' East: 10357.5225'

Segment #1 : Line
Course: N43°12'45"E Length: 24.14'
North: 9586.7993' East: 10374.0513'

Segment #2 : Curve
Length: 35.43' Radius: 26.00'
Delta: 078°04'51" Tangent: 21.08'
Chord: 32.75' Course: N85°27'21"E
Course In: N34°29'47"E Course Out: S43°35'04"E
RP North: 9608.2275' East: 10388.7765'
End North: 9589.3940' East: 10406.6984'

Segment #3 : Line
Course: N46°24'56"E Length: 18.19'
North: 9601.9346' East: 10419.8745'

Segment #4 : Line
Course: S46°47'15"E Length: 20.91'
North: 9587.6174' East: 10435.1141'

Segment #5 : Line
Course: S46°17'46"E Length: 3.13'
North: 9585.4548' East: 10437.3768'

Segment #6 : Line
Course: S46°24'56"W Length: 19.51'
North: 9572.0041' East: 10423.2446'

Segment #7 : Curve
Length: 71.80' Radius: 50.00'
Delta: 082°16'38" Tangent: 43.68'
Chord: 65.79' Course: S87°33'15"W
Course In: N43°35'04"W Course Out: S38°41'34"W
RP North: 9608.2221' East: 10388.7734'
End North: 9569.1965' East: 10357.5145'

Perimeter: 193.12' Area: 1739.58 Sq. Ft.

Error Closure: 0.0121 Course: S41°32'44"W
Error North: -0.00904 East: -0.00801

Precision 1: 15241.32

Name: Standard : TCE Parcel 1

North: 9610.5629' East: 10419.5160'

Segment #1 : Line

Course: S46°24'56"W Length: 18.19'

North: 9598.0223' East: 10406.3399'

Segment #2 : Curve

Length: 35.43' Radius: 26.00'

Delta: 078°04'51" Tangent: 21.08'

Chord: 32.75' Course: S85°27'21"W

Course In: N43°35'04"W Course Out: S34°29'47"W

RP North: 9616.8557' East: 10388.4149'

End North: 9595.4276' East: 10373.6928'

Segment #3 : Line

Course: N43°12'45"E Length: 42.41'

North: 9626.3369' East: 10402.7312'

Segment #4 : Line

Course: S46°47'15"E Length: 23.04'

North: 9610.5612' East: 10419.5232'

Perimeter: 119.08' Area: 806.10 Sq. Ft.

Error Closure: 0.0074 Course: S76°42'58"E

Error North: -0.00171 East: 0.00724

Precision 1: 15728.38

Name: Standard : TCE Parcel 2

North: 9535.8857' East: 10351.4386'

Segment #1 : Line
Course: S56°29'32"W Length: 53.15'
North: 9506.5442' East: 10307.1215'

Segment #2 : Line
Course: N43°12'45"E Length: 74.15'
North: 9560.5862' East: 10357.8925'

Segment #3 : Curve
Length: 71.80' Radius: 50.00'
Delta: 082°16'38" Tangent: 43.68'
Chord: 65.79' Course: N87°33'15"E
Course In: N38°41'34"E Course Out: S43°35'04"E
RP North: 9599.6116' East: 10389.1497'
End North: 9563.3938' East: 10423.6225'

Segment #4 : Line
Course: N46°24'56"E Length: 19.51'
North: 9576.8444' East: 10437.7548'

Segment #5 : Line
Course: S46°17'46"E Length: 2.50'
North: 9575.1171' East: 10439.5621'

Segment #6 : Line
Course: S46°24'56"W Length: 31.88'
North: 9553.1383' East: 10416.4695'

Segment #7 : Curve
Length: 47.30' Radius: 50.00'
Delta: 054°12'05" Tangent: 25.59'
Chord: 45.56' Course: S73°30'59"W
Course In: N43°35'04"W Course Out: S10°37'01"W
RP North: 9589.3562' East: 10381.9984'
End North: 9540.2110' East: 10372.7820'

Segment #8 : Curve
Length: 22.33' Radius: 29.00'
Delta: 044°06'57" Tangent: 11.75'
Chord: 21.78' Course: S78°33'01"W
Course In: S10°36'29"W Course Out: N33°30'28"W
RP North: 9511.7067' East: 10367.4434'
End North: 9535.8875' East: 10351.4354'

Perimeter: 322.62' Area: 1216.06 Sq. Ft.

Error Closure: 0.0036 Course: N59°46'41"W
Error North: 0.00183 East: -0.00313

Precision 1: 87311.11