

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

David Ivester  
Briscoe Ivester & Bazel LLP  
235 Sansome Street, Suite 935  
San Francisco, CA 94104

APN: 985-0028-003-02 (ptn.)

SPACE ABOVE THIS LINE FOR RECORDERS USE

**Quitclaim Deed – Termination of Easement**

The undersigned grantor(s) declare(s):  
Documentary transfer tax is \$0.00 (Rev. & Tax. Code sec. 11911 – see below explanation)  
( ) computed on full value of property conveyed, or  
( ) computed on full value less value of liens and encumbrances remaining at time of sale.  
( ) Unincorporated area: ( X ) City of Dublin, County of Alameda, California  
( X ) Realty not sold.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

DUBLIN SAN RAMON SERVICES DISTRICT, a political subdivision organized and existing under the community services district laws of the State of California, Counties of Alameda and Contra Costa (“Grantor”),

Hereby REMISE(S), RELEASE(S) AND FOREVER QUITCLAIM(S) to

WILDLIFE MANAGEMENT, LLC, a California limited liability company (“Grantee”),

the interest in real property in the City of Dublin, County of Alameda, California, described in “EXHIBIT A” attached hereto and made a part hereof.

THIS QUITCLAIM DEED IS RECORDED FOR THE SOLE PURPOSE OF TERMINATING THE EASEMENT IN GRANTEE’S REAL PROPERTY AS GRANTED TO GRANTOR AND DESCRIBED AS “DSRSD EASEMENT PARCEL 2” IN THE GRANT OF EASEMENT RECORDED ON MARCH 4, 2015 AS INSTRUMENT NUMBER 2015-059805 IN THE ALAMEDA COUNTY RECORDS. ACCORDINGLY FOR TRANSFER TAX AND TAX ASSESSMENT PURPOSES THIS QUITCLAIM DEED IS NOT A SALE OF REALTY UNDER REVENUE AND TAXATION SECTION 11911 OR A CHANGE OF OWNERSHIP UNDER REVENUE AND TAXATION SECTION 60, ET SEQ. SAID GRANT OF EASEMENT OTHERWISE SHALL REMAIN IN FULL FORCE AND EFFECT AS ORIGINALLY WRITTEN.

Mail Tax Statements to Owner of record.

Date: DUBLIN SAN RAMON SERVICES DISTRICT

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

Name:

Title:

ACCEPTED:

Date:

WILDLIFE MANAGEMENT, LLC, a California limited liability company

By: Landmark Exchange Management, Inc.,  
a California Corporation, Its Manager

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

Name: Michael Tong

Title: President of Landmark Exchange Management, Inc.

**MAIL TAX STATEMENTS AS DIRECTED ABOVE**

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 \_\_\_\_\_  
County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_  
a 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: \_\_\_\_\_

Name: \_\_\_\_\_  
(Typed or Printed)

(Seal)

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 \_\_\_\_\_  
County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_  
a 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: \_\_\_\_\_

Name: \_\_\_\_\_  
(Typed or Printed)

(Seal)

## EXHIBIT A

That certain Utility and Right of Way Easement in the City of Dublin, County of Alameda, California, in the real property described as "DSRSD EASEMENT PARCEL 2" in the Grant of Easement recorded on March 4, 2015 as Instrument Number 2015-059805 in the Alameda County Records, being a portion of "Parcel Five" of the lands of Wildlife Management, LLC, as described in Instrument Number 2011-154810, Alameda County Records, being more particularly described as follows:

A STRIP OF LAND HAVING A UNIFORM WIDTH OF FIFTEEN (15) FEET, THE CENTERLINE OF SAID STRIP OF LAND BEING DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWESTERLY CORNER OF PARCEL 5 OF SAID LANDS OF WILDLIFE MANAGEMENT, LLC, THENCE ALONG THE NORTHERLY LINE OF SAID LANDS OF WILDLIFE MANAGEMENT, LLC, COMMON TO THE SOUTHERLY LINE OF THE LANDS OF MOLLER RE INVESTORS, LLC, AS DESCRIBED IN INSTRUMENT NUMBER 2013-065087, ALAMEDA COUNTY RECORDS, SOUTH 89°20'56" EAST, 644.23 FEET, TO A POINT ON SAID COMMON LINE, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID COMMON LINE AND ENTERING SAID LANDS OF WILDLIFE MANAGEMENT, LLC THE FOLLOWING NINE (9) COURSES:

1. SOUTH 36°28'29" WEST, 90.70 FEET;
2. SOUTH 00°51'42" WEST, 130.32 FEET;
3. SOUTH 22°57'53" EAST, 77.04 FEET;
4. SOUTH 50°19'44" WEST, 130.15 FEET;
5. SOUTH 72°32'18" WEST, 47.95 FEET;
6. SOUTH 61°53'26" WEST, 82.85 FEET;
7. ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 98.50 FEET, THROUGH A CENTRAL ANGLE OF 56°49'13" AND AN ARC LENGTH OF 97.68 FEET;
8. SOUTH 05°04'13" WEST, 99.23 FEET;
9. THENCE SOUTH 46°11 '48" WEST, 32.38 FEET, TO A POINT ON THE PARCEL DESCRIBED AS "DSRSD EASEMENT PARCEL 1" IN THE AFOREMENTIONED INSTRUMENT NUMBER 2015-059805, SAID POINT BEING THE TERMINUS OF THE HEREIN DESCRIBED CENTERLINE, FROM WHICH POINT THE POINT OF BEGINNING BEARS, NORTH 28°18'38" EAST, 693.00 FEET.

THE SIDELINES OF SAID STRIP OF LAND TO BE LENGTHENED OR SHORTENED TO TERMINATE ON THE NORTHERLY LINE OF SAID LANDS OF WILDLIFE MANAGEMENT, LLC, COMMON TO THE SOUTHERLY LINE OF SAID LANDS OF MOLLER RE INVESTORS, LLC ON ITS NORTHERLY END, AND ON THE SOUTHERLY END TO TERMINATE AT SAID DSRSD EASEMENT PARCEL 1.

APN: 985-0028-003-02 (ptn.)

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Dublin San Ramon Services District  
7051 Dublin Boulevard  
Dublin, CA 94568

OFFICIAL GOVERNMENTAL  
BUSINESS: Document Entitled to  
Free Recordation Pursuant to  
Government Code Sections 6103  
and 27383

APN 985-0028-003-002 (ptn.)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned grantor(s) declare(s):

Documentary Transfer Tax is \$0.00

- computed on full value of property conveyed, or
- computed on full value less value of liens and encumbrances remaining at time of sale.
- unincorporated area: County of Alameda, State of California
- Realty not sold; Revenue and Taxation Code Section 11911

## **Right-of-Entry Easement for Geotechnical Investigation**

## **Right-of-Entry Easement for Geotechnical Investigation**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

**WILDLIFE MANAGEMENT, LLC**, a California limited liability company ("Grantor"),

hereby grants to

**DUBLIN SAN RAMON SERVICES DISTRICT**, a political subdivision organized and existing under the community services district laws of the State of California, Counties of Alameda and Contra Costa ("Grantee"),

a temporary non-exclusive easement in gross ("Easement") for Grantee and its designees to enter upon Grantor's real property described in Exhibit A attached hereto and incorporated herein by reference ("Property") for the purpose of performing geotechnical test borings to determine the feasible route of a waterline from the northeasterly end of the easement area described and depicted as "DSRSD EASEMENT PARCEL 1" in the "Grant of Easement" recorded on March 4, 2015 as Instrument Number 2015059805 in the Official Records of Alameda County, California, to the northerly boundary of the Property described herein.

The number of said geotechnical test borings (individually "Boring" and collectively "Borings") allowed pursuant to this Easement is limited to 10 borings, and the diameter of each Boring shall not exceed eight inches. The Borings will be performed by a track-mounted drill rig that will be 10-feet wide measured from the outside edge of each track; each track is no more than 2 feet wide and 15 feet long. The Borings will require the drill rig to travel no more than 2,000 linear feet within the corridor of the Property that is described and depicted in Exhibit B attached hereto and incorporated herein by reference. At completion, each Boring will be backfilled; soil cuttings will be spread on the ground in the vicinity of the Boring locations. All disturbed soil and vegetation resulting from the tracked rig shall as near as reasonably possible be restored to pre-project conditions.

The effective date of this Easement shall be the date of execution by the undersigned ("Effective Date"). This Easement shall terminate one (1) year after Grantee receives approval from the Department of Fish and Wildlife to proceed with the geotechnical test borings that are the subject of this Easement, or two (2) years after the Effective Date of this Easement, whichever comes first ("Termination Date").

This Easement is subject to the conditions as set forth below:

1. During activities for said geotechnical test borings, Grantee, its officers, employees, and agents, including its contractors and consultants, shall enter upon Grantor's property only when reasonably necessary to perform the Borings in accordance with this Easement, to perform such environmental evaluations and clearances that are requested by the California Department of Fish and Wildlife, which shall not appreciably disturb surface habitat, and for ingress and egress for any of these purposes. The prior permission of Grantor or its agents is required for entry onto the Property for any and all other purposes.

2. It is understood and agreed that except as specified above, upon completion of each Boring, Grantee will restore the Property to its condition prior to the Boring.
3. Grantee shall employ such dust and erosion control measures at all times as it determines appropriate or as may be reasonably required by Grantor.
4. Grantee or Grantee's contractor shall obtain all required permits and approvals, if any, and shall comply with any conditions of such permits and approvals and with any conditions imposed by the California Department of Fish and Wildlife in connection with all activities conducted pursuant to this Easement.
5. Grantee shall be responsible for, and shall indemnify and hold harmless Grantor, its officers, employees, and agents from and against, all claims, damages, losses, and expenses, including attorneys' fees, arising out of the performance of the work and activity described herein, to the extent caused by any intentional or negligent act or omission of Grantee, its officers, officials, employees, and agents, except to the extent such claims, damages, losses, and expenses, including attorneys' fees, are (1) caused by the active negligence or willful misconduct of Grantor, or (2) result from a dangerous condition of the Property known only to Grantor.
6. Grantee shall require of all its contractors, consultants and others representing the Grantee on the Property to maintain occurrence-based commercial general liability insurance in conformance with the reasonable requirements of the Grantor, and for said insurance to name the Grantor, its officers, and agents as additional insured.
7. Grantee shall ensure that all work and other activities of its officers, employees, and agents, including its contractors and consultants, will comply with applicable federal, state, county and municipal laws, regulations, and ordinances.
8. All work performed pursuant to this Easement shall, at all times, be scheduled and coordinated with the activities of Grantor, its agents and contractors. Grantor and Grantee shall reasonably cooperate to schedule work in a mutually advantageous manner.
9. Following the Termination Date and upon request by Grantor, Grantee will cooperate in the preparation and execution of a notice of the termination of this Easement, in a recordable form with duly notarized signatures, which notice may be recorded at Grantor's sole discretion in the Official Records of Alameda County, California.

This Easement is binding upon any successors or assigns of interest in the Property hereby affected, until termination of the Easement as specified in this Easement.

*(signature on following page)*



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

WILDLIFE MANAGEMENT, LLC, a California limited liability company

By: Landmark Exchange Management, Inc.,  
a California corporation, Its Manager

---

By: Michael Tong, as President of  
Landmark Exchange Management, Inc.

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 )  
 ) ss.  
County of \_\_\_\_\_ )

On \_\_\_\_\_, 2020, before me, \_\_\_\_\_, a Notary Public in and for said State, 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 \_\_\_\_\_  
Notary Public

[seal]

**EXHIBIT A**  
(Servient Property)

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF DUBLIN, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHWEST ¼ OF SECTION 27, IN TOWNSHIP 2 SOUTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

EXCEPTING THEREFROM THAT PORTION DESCRIBED IN THE DEED TO DUBLIN SAN RAMON SERVICES DISTRICT, RECORDED APRIL 13, 2004, INSTRUMENT NO. 2004-156119, OFFICIAL RECORDS.

FURTHER EXCEPTING THEREFROM THAT PORTION DESCRIBED AS "PARCEL Q" IN "EXHIBIT A" OF THE "MEMORANDUM OF DUBLIN RANCH PRESERVE MANAGEMENT AND FUNDING AGREEMENT" RECORDED AUGUST 16, 2010, INSTRUMENT NO. 2010-235065, OFFICIAL RECORDS.

APN: 985-0028-003-02 (ptn.)

**EXHIBIT B**  
**DESCRIPTION**  
**TEMPORARY ACCESS EASEMENT**

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF DUBLIN, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL 5 OF THE LANDS OF WILDLIFE MANAGEMENT LLC AS DESCRIBED IN INSTRUMENT NUMBER 2011-154810, ALAMEDA COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWESTERLY CORNER OF SAID LANDS OF WILDLIFE MANAGEMENT LLC, THENCE ALONG THE NORTHERLY LINE OF SAID LANDS OF WILDLIFE MANAGEMENT LLC, SAID LINE BEING COMMON TO THE SOUTHERLY BOUNDARY LINE OF TRACT 8260, RECORDED IN BOOK 351 OF MAP, AT PAGE 1, ALAMEDA COUNTY RECORD, SOUTH 89°20'56" EAST, 549.60 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTHERLY LINE SOUTH 89°20'56" EAST, 227.57 FEET;

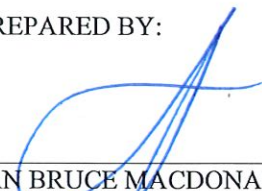
THENCE LEAVING SAID NORTHERLY LINE AND ENTERING SAID LANDS THE FOLLOWING FIVE (5) COURSES:

1. SOUTH 29°08'57" WEST, 812.18 FEET;
2. SOUTH 51°38'57" WEST, 85.11 FEET;
3. NORTH 38°21'03" WEST, 200.00 FEET;
4. NORTH 51°38'57" EAST, 45.33 FEET;
5. THENCE NORTH 29°08'57" EAST, 663.82 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 3.69 ACRES, MORE OR LESS

**END OF DESCRIPTION**

PREPARED BY:

  
\_\_\_\_\_  
IAN BRUCE MACDONALD  
LS NO. 8817  
STATE OF CALIFORNIA

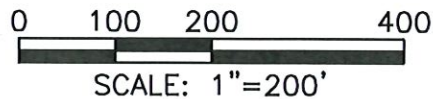
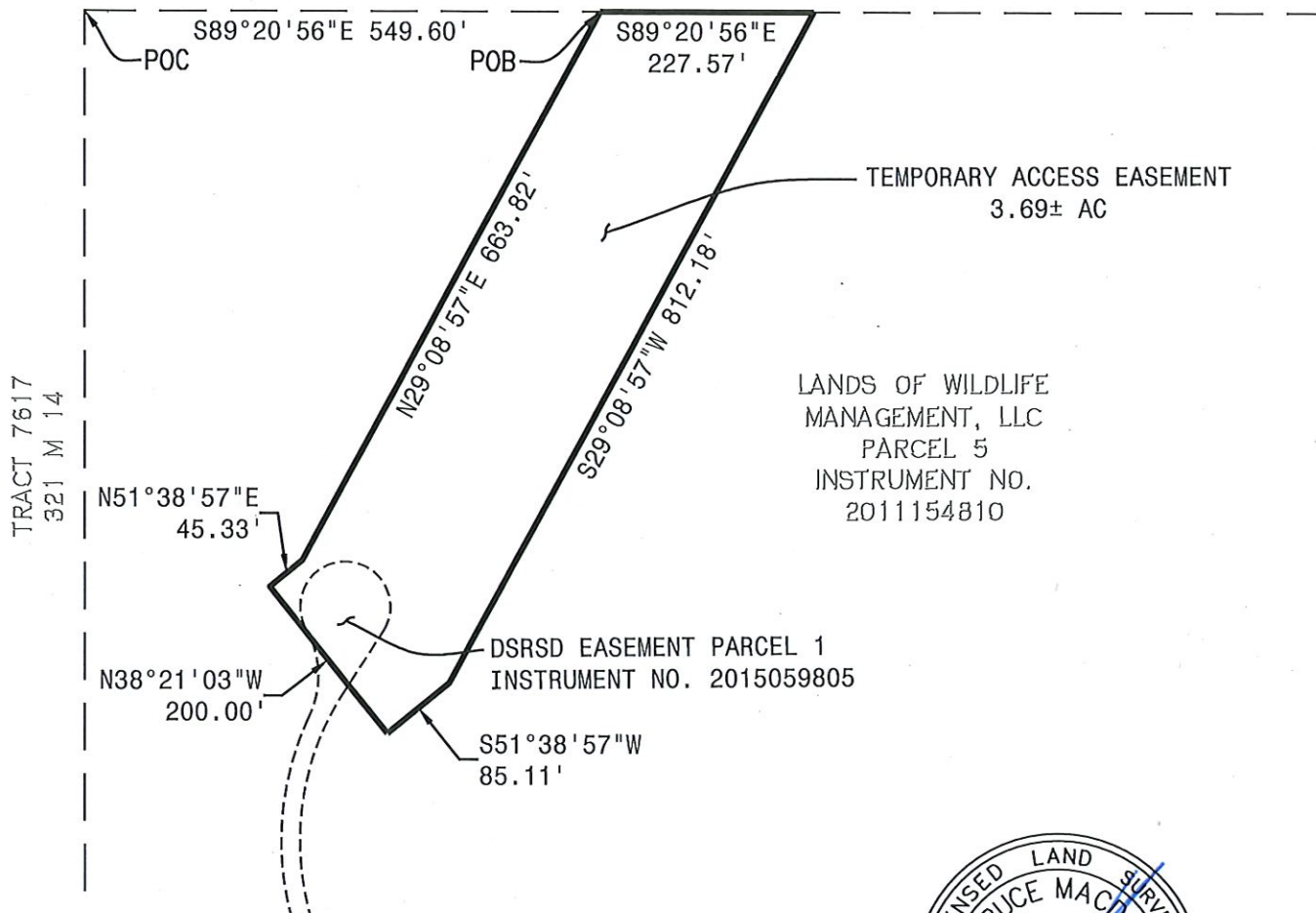


4/5/21  
DATE

**MACKAY & SOMPS**  
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING  
5142 Franklin Drive Suite B, Pleasanton, CA. 94588-3355  
(925) 225-0690

TRACT 8260  
351 M 1

EXHIBIT "B"  
PAGE 2 OF 2



**LEGEND**

- BOUNDARY OF DESCRIPTION
- - - - - EXISTING PROPERTY LINE
- - - - - EXISTING EASEMENT LINE
- P.O.B POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

PLAT TO ACCOMPANY DESCRIPTION			
TEMPORARY ACCESS EASEMENT			
DUBLIN		CALIFORNIA	
<b>MACKAY &amp; SOMPS</b>			
ENGINEERS		PLANNERS	
5142B FRANKLIN DR, PLEASANTON, CA 94588		SURVEYORS (925)225-0690	
DRAWN	DATE	SCALE	JOB NO.
EJ	MARCH 2021	1"=200'	19317