

**PARK IMPROVEMENT AGREEMENT**  
(Sohay Mixed Use Development-  
Valle Vista Park Relocation, Expansion And Improvement)

This PARK IMPROVEMENT AGREEMENT (“*Agreement*”) is made and entered into on ~~September 20~~<sup>December 20</sup>, 2019 (“*Effective Date*”) by and among the CITY OF HAYWARD, a municipal corporation (“*City*”); the HAYWARD AREA RECREATION AND PARK DISTRICT, a California special district (“*HARD*”); and WILLIAM LYON HOMES, INC., a California corporation (the “*Developer*”). Developer, City and HARD shall be collectively referred to herein as the “*Parties*” and each shall be singularly referred to herein as a “*Party*”.

**RECITALS**

- A. On May 8, 2018, pursuant to Resolution No. 18-075 (“*Resolution*”), the Hayward City Council (“*City Council*”) approved Developer’s request for a General Plan Amendment (“*GPA*”), Zone Change and Vesting Tentative Map (Tract 8428) (“*VTM*”) for a project commonly known as the SoHay Mixed Use Development, and adopted the related Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program, subject to specified conditions of approval attached to the Resolution as Exhibit I.a (collectively, “*COAs*” and individually, “*COA*”). For purposes of this Agreement, the GPA, Zone Change and VTM shall be collectively referred to herein as the “*Project Approvals*”.
- B. The SoHay Mixed Use Development consists of a cohesive, mixed-use, transit-oriented project on vacant, under-utilized parcels, with a total of approximately four hundred seventy two (472) residential units; approximately twenty thousand (20,000) square feet of commercial space; approximately 2.46 acres of public parks and trails; and related site improvements (collectively, “*Project*”). The Project will be located on an approximately twenty five (25)-acre site that is roughly bounded by Mission Boulevard on the east, the BART tracks on the west, Industrial Parkway on the south, and Valle Vista Avenue on the north (“*Project Site*”), as more particularly described in the legal description, which is attached hereto as Exhibit 1 and shown on the Project Site Map, which is attached hereto as Exhibit 2, both of which are incorporated by reference.
- C. HARD previously owned and operated the Valle Vista Park, on an approximate one (1) acre parcel of land located on property identified on the VTM as “*Lot 5*”. In June 2017, HARD's governing board adopted a resolution authorizing HARD to enter into an option agreement whereby HARD would, upon City's exercise of the option, transfer to the City, or the City's designee, the existing Valle Vista Park (“*Existing Park*”) (upon which Developer would thereafter develop a portion of the Project’s residential uses), and Developer would improve and offer to dedicate to HARD a public park and provide easements for trail facilities comprising approximately 2.65 acres of land within the Project Site (“*HARD Option Agreement*”). Pursuant to COA No. 36, City and HARD

entered into that certain HARD Option Agreement for the acquisition of Lot 5, which Developer acquired on August 3, 2018, for the appraised fair market value.

- D. The Developer acquired fee title to Lot 5 and the remainder of the Project Site from the City pursuant to terms of that certain Purchase and Sale Agreement dated May 16, 2017, as such may be amended from time to time (the "**Purchase Agreement**"). Within the Project Site and consistent with the COAs, the Purchase Agreement and that certain Irrevocable Offer to Dedicate, dated as of August 2, 2018 and recorded on August 3, 2018 in the Official Records of Alameda County as Document No. 2018-1543498 (the "**Park Irrevocable Offer**"), Developer intends to improve a portion of the land identified as Parcel 10 (approximately 1.0 acres) as depicted as Parcel L on the Project Site Map ("**Park Site**") and the adjacent lands described as Parcels J and portions of Parcels L and Parcel O on Tract Map 8447 along with Parcel J on Tract Map 8428 with a new public park and related trails and pedestrian bridges. Parcel 10, including the Park Site, is subject to a public park use restriction through December 10, 2029, as evidenced under that certain Director's Deed (DD-032589-01-01) (the "**Director's Deed**").
- E. Developer has agreed to relocate the Existing Park and expand the park amenities. Specifically, the Developer intends to: (1) improve the Park Site in accordance with the terms of this Agreement and the Park Irrevocable Offer and to dedicate the improved Park Site to HARD; (2) improve the approximately 0.4-acre MAE Parcel (defined in Section 3.6 below) with trail improvements in accordance with the terms of this Agreement and the Park Irrevocable Offer (and the City thereafter intends to convey the improved MAE Parcel to HARD, subject to a maintenance easement in favor of the Alameda County Flood Control and Water Conservation District ("**Flood Control**")); (3) improve adjacent lands described as Parcels J and portions of Parcels L and Parcel O on Tract Map 8447 with approximately 0.75-acre trail west of Dixon Street and to dedicate the trail to the HOA, subject to a public access easement; and (4) improve and dedicate two pedestrian bridges over the Flood Control Channel to the Project's Homeowners' Association ("**HOA**"), subject to a public access easement; all as generally shown on the Project Site Map. For purposes of the land transfers, dedications of easement, and other similar depictions on the Project Site Map, if there are any discrepancies or conflict with the depictions on the Project Site Map and the tract maps, the recorded final map will supersede and control.
- F. The Parties desire to enter into this Agreement to satisfy COA No. 54, and to memorialize the Parties' respective understanding regarding the relocation, expansion, improvement and dedication of the new public park and trail facilities contemplated as part of the Project.

### AGREEMENT

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. RECITALS TRUE AND CORRECT. Each Party has reviewed the recitals set forth above and agrees that all facts set forth therein are true and correct.

2. EXISTING VALLE VISTA PARK.

- 2.1. Relocation and Expansion of Existing Park. The Parties acknowledge and agree that it is the intent of this Agreement to facilitate the ultimate relocation and expansion of the Existing Park to the Park Site and adjacent land, as shown on Exhibit 2 and in accordance with the Project Approvals, the HARD Option Agreement, the Park Irrevocable Offer and approved Plans and Specifications (as that term is defined in Section 3.2 below).
- 2.2 License to Operate Existing Park on Lot 5. Pursuant to COA No. 53, concurrently with Developer's acquisition of Lot 5, Developer entered into that certain License Agreement Valle Vista Park, dated as of July 31, 2018 (the "**Park License**"), under which the Developer granted HARD a temporary license to operate the Existing Park until such time as: (a) City has issued a grading permit and demolition permit for the Project; and (b) Developer has commenced the demolition of any existing improvements on Lot 5 and the grading of Lot 5 and the Park Site. On August 6, 2018, the City issued a grading permit and demolition permit and that same day Developer commenced the grading of Lot 5 and the Park Sites; the Park License automatically terminated and is of no further force and effect, except as may be stated otherwise therein.

3. CONSTRUCTION OF PARK AND TRAIL IMPROVEMENTS AND DEDICATION OF SAME AND UNDERLYING FEE INTEREST/EASEMENTS.

- 3.1 The Parties acknowledge and agree that execution of this Agreement shall evidence compliance with the requirement in COA No. 54 that the Developer enter into a Park Improvement Agreement with the City and HARD to develop the final park layout, design and improvements. This Agreement shall be recorded by Developer in Alameda County within ten (10) days of the Effective Date and Developer shall provide copies thereof to the City and HARD.
- 3.2 Pursuant to COA No. 55, Developer is required to construct on the Park Site and adjacent lands, the park and trail improvements located on Parcel J of Tract 8428 and Parcel J of Tract 8447 and pedestrian bridges within twenty (20) months of the issuance of the first grading permit for the first phase of the Project. All park and trail improvements and pedestrian bridges shall be built in a manner consistent with the Project Approvals and as shown on the approved improvement plans and any approved construction requests for information (collectively the "**Plans and Specifications**") identified on Sheets LO-0.00 through L3.3.02 and (collectively, "**Park Improvements**"), on Sheets 1 through 14 (collectively, "**Trail Improvements**"), and on Sheets 1 and 2 (collectively, "**Pedestrian Bridges**"), as such may be revised by the City and HARD. Subject to Developer acquiring the Project Site, HARD's and the City's final approval of the Plans and Specifications for the Park Improvements, and the Trail Improvements and the Pedestrian Bridges and City's issuance of all necessary City permits (i.e., final map(s), demolition permit(s), grading permit(s), building permit(s)), Developer shall promptly commence construction of the Park Improvements, the Trail

Improvements and the Pedestrian Bridges (collectively, the “*Work*”). Developer anticipates to substantially complete the Work no later than eighteen (18) months after commencement of construction of the Work. For purposes of this Agreement, “*substantially complete*” shall mean that the Work is sufficiently complete such that said improvements can be used for their intended purposes and all governmental approvals necessary for the operation and use of the Park Improvements, Trail Improvements and Pedestrian Bridges have been issued. Subject to any extension(s) granted hereunder, no later than twenty (20) months after issuance of the first (1<sup>st</sup>) grading permit for the Project, construction of the Park Improvements, Trail Improvements and Pedestrian Bridges shall be complete and operational, and Developer shall have offered said improvements and the underlying land (either in fee or easement, as applicable) for dedication in accordance with Section 3.6 below. Provided, however, that the foregoing obligations shall be subject to City and HARD issuing all necessary entitlements, approvals, and permits and taking all other necessary actions that are within their respective authority to allow construction of same. The approximately .2 acre 14’ Trail Improvements within the easement from Parcel O to Industrial Blvd in Tract 8447 will be completed concurrent with the immediately adjacent improvements therein and the parties agree and acknowledge that the completion of such Trail Improvements are not subject to the timeframes in this section 3.2. The Developer has, as of the date of this Agreement, delivered to the City and HARD the bonds required under COA 55.

- 3.3 The Parties agree that, at Developer’s request, City and HARD shall grant a thirty (30) day extension (“*Extension*”) to complete the Work so long as Developer is making diligent and commercially reasonable efforts to promptly complete construction of same, but has been delayed and thus will not complete construction within the above-referenced 20-month time frame. Furthermore, if Developer has not completed construction of the Work within the twenty-one (21) month time period (inclusive of the Extension), then City and HARD may, at their collective discretion: (a) require that Developer offer the Park Site and adjoining lands for the Trail Improvements (other than on property to be owned by the HOA) and Pedestrian Bridges to be dedicated to the City or HARD without the completed Park Improvements, Trail Improvements (other than on property to be owned by the HOA) and Pedestrian Bridges; or (b) grant Developer additional extension(s) of time to complete said improvements. If the foregoing dedication without improvements is to occur, then prior to issuance of the building permit for the Park Improvements, Developer shall provide a bond benefiting City and HARD (in a form reasonably approved by City and HARD) in an amount sufficient to assure completion of the Work.
- 3.4 If City accepts the offer of dedication pursuant to Section 3.3, above, then City shall complete the Work and assume all other obligations of Developer hereunder in regards to the Work, the offer of dedication of the Park Site and improvements thereon to HARD and the MAE Parcel together with all improvements thereon to HARD and the Pedestrian Bridges to the HOA, as applicable and all other duties and obligations of Developer hereunder. If HARD accepts the offer of dedication

pursuant to Section 3.3, above, then HARD shall complete the Work and assume all other obligations of Developer hereunder in regards to the Work, HARD shall retain fee ownership of the Park Site and improvements thereon and the trail improvements and improvements on the MAE Parcel, and HARD shall transfer fee title to the Pedestrian Bridges to the HOA, as applicable and all other duties and obligations of Developer hereunder. Such assumption by City or HARD shall not relieve Developer of its obligations or any liability stemming therefrom for the period prior to City or HARD's acceptance of the offer of dedication. As an alternative, City may offer to dedicate the Park Site and adjoining lands for the Trail Improvements and Pedestrian Bridges to HARD to complete the Work and perform the other developer duties and obligations hereunder. In such circumstance, City, upon HARD's acceptance of the offer of dedication, would be relieved of any other Developer duties and obligations hereunder, except as to any obligations or liability stemming from its performance of Developer duties and obligations prior to HARD' acceptance of the offer of dedication.

- 3.5 In accordance with COA No. 54, City and HARD shall have the opportunity to review all draft improvement plans for the Park Improvements, Trail Improvements, and Pedestrian Bridges prior to the approval of the landscape plan for the first tract of the Project. The Developer shall submit the proposed Plans and Specifications, Park Improvements, Trail Improvement and Pedestrian Bridges, which shall include, at a minimum, the components set forth in the proposed Park Improvement Specification List (as may be modified as finalized after the date of this Agreement), which is attached hereto as Exhibit 4 and incorporated herein, to the City and HARD for review and approval. The City and HARD shall review the Plans and Specifications, Park Improvements, Trail Improvements, and the Pedestrian Bridges and shall either approve or disapprove of the design documents in writing within fifteen (15) days of receipt, which approval shall not be unreasonably withheld. If disapproved, the City and HARD shall give specific reasons in writing for disapproval and the required revisions to the draft improvement plans. If the Plans and Specifications, Park Improvements, Trail Improvements, and the Pedestrian Bridges are disapproved, the Developer shall resubmit, a revision to the applicable design document within fifteen (15) days of notification of disapproval. The City and HARD shall either approve or disapprove the submitted revised design document within fifteen (15) days of the date such revision is received, which approval shall not be unreasonably withheld. If City or HARD disapprove of the resubmitted design documents, then representatives of each of the parties shall meet to review and discuss the unapproved design document(s). Developer acknowledges that execution of this Agreement by the City and HARD does not constitute approval by the City or HARD of any required permits, applications, or allocations, and in no way limits the discretion of the City in its typical regulatory plan review process.
- 3.6 Within thirty (30) days of the Work being complete and said improvements being operational, Developer shall offer for dedication: (a) the Park Site (“**Public Park**”) (in fee) as well as the Park Improvements located thereon to HARD; (b) the approximately 0.51-acre area (Parcel J of Tract 8447) shown on Exhibit 2 to

the HOA, subject to a public access easement thereover; (c) the Pedestrian Bridges to the HOA (as defined in Section 4 below), subject to a public access easement thereover; and (d) the approximately 0.24 acre 14' trail through Tract 8447 to the HOA, subject to a public access easement thereon, all in substantially the same form as attached Exhibit 3 (collectively, "*Offers of Dedication*" and individually, "*Offer of Dedication*"). Upon Developer's submittal of the foregoing Offer(s) of Dedication to HARD and the HOA, HARD and the HOA shall accept said offer(s) in accordance with their respective standard procedures within sixty (60) days of said offer(s). The City shall transfer by Grant Deed the approximately 0.4 acre area (the "*MAE Parcel*") shown on Exhibit 2 with any Trail Improvements constructed thereon to HARD, which shall be subject to a maintenance easement in favor of the Alameda County Flood Control District, prior to or concurrently with the Offers of Dedication. The Developer has through the recording of the Final Map dedicated fee title to Parcel J on Tract 8428 (including the MAE Parcel) to the City, but is nonetheless required to construct the trail improvements located thereon pursuant to the terms of this Agreement.

- 3.7 Notwithstanding anything herein to the contrary, if the Park Improvements or the Trail Improvements on the MAE Parcel, are not constructed in a manner consistent with the approved Plans and Specifications, then HARD shall not be required to accept the Offer of Dedication or the grant deed for the MAE Parcel until Developer performs additional work to cure the inconsistency or to improve the quality of construction to the reasonable satisfaction of HARD. Until such time as HARD or the HOA formally accept the Offer(s) of Dedication, Developer shall be responsible for the operation and maintenance of the Park Improvements, the Trail Improvements and the Pedestrian Bridges, which shall be conducted in a manner consistent with HARD's existing park operations throughout its district boundaries. Upon HARD's and the HOA's formal acceptance of the Offer(s) of Dedication, then HARD, or the HOA, as applicable, shall thereafter own, operate and maintain the Park Improvements, the Trail Improvements, and the Pedestrian Bridges. Provided, however, that the Parties anticipate the costs of said operation and maintenance shall be funded through the new benefit zone established in City's LLD (as described in Section 4 below).

4. LIGHTING AND LANDSCAPING ASSESSMENT DISTRICT. Prior to the issuance of the first (1st) certificate of occupancy for the Project, Developer shall cooperate with City to form a benefit zone(s) to annex within City's existing Landscape and Lighting Assessment District 96-1 ("*LLD*") to provide funding for operations, maintenance and servicing of Project amenities, facilities, landscaping, hardscape, and lighting improvements in public rights-of-way, public areas, and the Park Site as follows, with all other common areas other than those listed in subsections 4.1 excluded from the LLD (and instead being owned, maintained and operated by the HOA. Provided, however, that the Parties acknowledge and agree that Developer's obligations under this Section 4 shall be subject to City's expeditious processing and approval of Developer's request to form said benefit zone and annex same into the LLD.

- 4.1 The Park Site and the Park Improvements thereon, which is adjacent to the Flood Control Channel and between Mission Boulevard and Dixon Street.
5. SCOPE OF WORK. Developer shall perform the Work consistent with the Project Approvals and in accordance with the approved Plans and Specifications to the reasonable satisfaction of the City Engineer and HARD. Said Work shall be performed, and all materials and labor shall be provided, at Developer's expense, in the manner described in the Plans and Specifications, subject to receipt of fee credits described in Section 6 below.
6. SATISFACTION OF PARKLAND OBLIGATIONS; PARK FEE CREDITS.
- 6.1 Satisfaction of Parkland Obligations. The Parties acknowledge and agree that Developer's construction of the Park Improvements, the Trail Improvements, and the Pedestrian Improvements, along with the Offers of Dedication for said improvements and the lands related thereto (either in fee/easements) shall constitute compliance with the Project's parkland obligations under Hayward Municipal Code section 10-16.10 and COA No. 51.
- 6.2 Park Fee Credits. Pursuant to COA No. 51 and in accordance with Hayward Municipal Code section 10-16.47, Developer shall receive fee credit for the estimated cost of, collectively: (a) constructing the Park Improvements, the Trail Improvements, and the Pedestrian Bridges, subject to specified exclusions; and (b) dedicating the related land in fee and/or easements to the applicable public agencies excluding net acreage of the Existing Park ("*Amount of Fee Credit*"). The Amount of Fee Credit to be received is expected to be approximately Four Million Seven Hundred Eighty-Three Thousand Six Hundred and Seven Dollars (\$4,783,607). The Parties acknowledge and agree that, pursuant to COA No. 52, the City reserves the right to cap the Amount of Fee Credit for materials, labor or equipment, if the City believes that the Engineer's Estimate (as that term is defined below) is unreasonable or otherwise overstates Project-related cost (compared to recently completed work, jobs or other known information). Notwithstanding anything to the contrary in the foregoing, it is agreed that Developer shall not receive any fee credits for: (i) the Flood Control channel that will not be publicly accessible; (ii) one (1) acre of land that reflects the acreage of the Existing Park; and (iii) costs related to frontage improvements pursuant to Hayward Municipal Code Section 10-16.25 or any improvements made to the Park Site related to drainage, soil, or non-visible improvements installed pursuant to Provision C3 of the Alameda Cleanwater Program.
- 6.3 Engineer's Estimate. Pursuant to COA No. 52, in order to determine the Amount of Fee Credit, prior to issuance of the first (1<sup>st</sup>) building permit for the Project (excluding models), Developer shall fund and cause to be prepared an engineer's estimate of the costs to construct the Park Improvements, the Trail Improvements and the Pedestrian Bridges, as well as the value of the land dedication (for both fee interest and easements but subject to the exclusions in Section 6.2 above) related thereto ("*Engineer's Estimate*"). Developer shall submit the Engineer's

Estimate for review and approval to City's Public Works (Engineering Division) and the Planning Division in consultation with HARD, with such approval not being unreasonably withheld, delayed or conditioned. City and HARD agree to promptly review the Engineer's Estimate, providing a written response within thirty (30) days of review thereof; to the extent said response does not approve the Engineer's Estimate, then said response shall reasonably document any requested changes by City and/or HARD. As of the date of this Agreement the Engineer's Estimate has been approved.

7. DEVELOPER'S AUTHORIZED REPRESENTATIVE. At all times during the progress of the Work, Developer shall have a competent foreman or superintendent ("***Authorized Representative***") on site with authority to act on behalf of Developer. Developer shall, at all times, keep the City Engineer reasonably informed in writing of the name and telephone number of the Authorized Representative.
  
8. PERMITS, APPROVALS, AND ENTITLEMENTS; COMPLIANCE WITH APPLICABLE LAWS. Developer shall, at Developer's expense, obtain and maintain all necessary approvals, permits and entitlements that are required to perform the Work, and shall comply with all applicable laws and regulations in its performance of the Work including, without limitation, the Project Approvals. The parties agree and acknowledge that the construction of the park improvements required under this Agreement does not constitute a "public work" as defined in Labor Code Section 1720, et seq., as none of the project will be paid for in whole or in part out of public funds or otherwise trigger the payment of "prevailing wage". In connection with all construction work to be performed by, or on behalf of, the Developer pursuant to this Agreement, if it is determined by the Department of Industrial Relations ("DIR") that the construction of the park improvements triggers the payment of prevailing wage, to the extent required by applicable law, (a) the Developer shall and shall cause the Developer's contractors to pay prevailing wages in the construction of the improvements, and all other construction work performed pursuant to this Agreement, as those wages are determined pursuant to Labor Code Sections 1720 et seq., and the implementing regulations of the DIR and comply with the other applicable provisions of Labor Code Sections 1720 et seq., including but not limited to the hiring of apprentices as required by Labor Code Sections 1775 et seq., and the implementing regulations of the DIR; (b) Developer shall and shall cause the contractors to keep and retain such records as are necessary to determine if such prevailing wages have been paid as required pursuant to Labor Code Sections 1720 et seq., and that apprentices have been employed as required by Labor Code Section 1777.5 et seq., and shall, from time to time upon the request of the City, provide to the City such records and other documentation reasonably requested by the City. Copies of the currently applicable per diem prevailing wages are available from the City; (c) During the construction of the Park Improvements, or other construction work on the Park Parcel, the Developer shall post at the Park Parcel the applicable prevailing rates of per diem wages; (d) Developer shall indemnify, hold harmless and defend (with counsel reasonably selected by the City) the City and HARD from and against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Developer, or its contractors) to pay prevailing wages as determined pursuant to Labor Code Sections 1720 et seq., to hire

apprentices in accordance with Labor Code Sections 1777.5 et seq., and the implementing regulations of the DIR or comply with the other applicable provisions of Labor Code Sections 1720 et seq., and the implementing regulations of the DIR in connection with construction of the Park Improvements or any other work undertaken under this Agreement, or in connection with the Park Parcel. The term "construction" in this Section shall have the meaning set forth in Labor Code Section 1720(a)(1). The provisions of this Section 8 shall survive the termination of this Agreement.

9. TIME OF PERFORMANCE. Time is of the essence in the performance of the obligations hereunder.
10. ENCROACHMENT PERMIT. If and to the extent any encroachment into public right(s) of way would occur, then Developer shall obtain an encroachment permit from the Alameda County Department of Public Works and/or Flood Control, as applicable, prior to construction of any improvements on the public maintenance pathway. Developer is responsible for complying with all applicable Alameda County permit application requirements, fees or other requirements related to improving the maintenance access easement for public use.
11. PEDESTRIAN BRIDGES. Once constructed and operational, the Pedestrian Bridges that will cross the Flood Control Channel from the Park Site and Parcel J on Tract 8444 to the PA-2 neighborhood (as shown on the Park Site Map and VTM) shall remain open and accessible to the public at all times and shall not be restricted with gates or other apparatus. The Parties acknowledge and agree that the Pedestrian Bridges shall be owned, operated and maintained by the HOA.
12. INSPECTION BY CITY/HARD. In order to permit City or HARD to inspect the Work, Developer shall, at all reasonable times, provide to City and HARD reasonable access to the Park Site and vicinity, consistent with standard City and HARD procedures related to inspection of public improvements.
13. PLAN REVIEW. Developer shall schedule plan review opportunities with HARD at regular milestones of the construction documents that shall run concurrently, as feasible, with City's plan review process. Plan review opportunities are anticipated to include one to two study session meetings and not less than two public meetings.
14. TERMINATION OF AGREEMENT; ESTOPPEL CERTIFICATE.
  - 14.1 Termination. This Agreement shall terminate when all of the Parties' respective obligations have been satisfied, at which time Developer may record a Notice of Completion of Obligations in Alameda County Recorder's Office, in a form substantially the same as attached Exhibit 5.
  - 14.2 Estoppel Certificate. Developer may, at any time, and from time to time, deliver written notice to City and/or HARD requesting City (or HARD, as applicable) to certify in writing that: (a) this Agreement is in full force and effect; (b) this Agreement has not been amended or modified or, if so amended or modified, identifying the amendments or modifications; and (c) Developer is not in default

of the performance of its obligations, or if in default, to describe therein the nature and extent of any such default. Developer shall pay, within thirty (30) days following receipt of invoice from City (or HARD, as applicable), the actual costs borne by City (or HARD, as applicable) in connection with its review of the proposed estoppel certificate.

15. DEFAULT.

15.1 In the event that a Party is in default of this Agreement for failure to satisfy a material obligation as set forth herein, the non-defaulting Party(ies) shall provide the defaulting Party with written notice in which the default is described.

15.2 In the event that the defaulting Party fails to cure the default within thirty (30) days following receipt of the above-referenced notice, this shall constitute a default hereunder; provided, however, that if the failure to perform cannot be reasonably cured within such thirty (30) day period, a Party shall be allowed additional time as is reasonably necessary to cure the failure so long as such Party commences to cure the failure within the thirty (30) day period and thereafter diligently prosecutes the cure to completion. Upon occurrence of such default (after the expiration of the above-referenced notice and cure period without a cure occurring) and without any right to further notice or additional cure period, the non-defaulting Party shall have all remedies available to it under this Agreement and at law and in equity, including, but not limited to, terminating this Agreement, or specific performance. Notwithstanding anything to the contrary in the foregoing, no Party shall have the right to recover any punitive, consequential, or special damages.

16. INDEPENDENT CONTRACTOR STATUS. Developer is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Developer is not City's or HARD's employee and Developer shall have no authority, express or implied, to act on behalf of City or HARD as an agent, or to bind City or HARD to any obligation whatsoever, unless City or HARD provide prior written authorization to Developer.

17. ATTORNEY'S FEES. In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

18. INDEMNIFICATION. Developer shall indemnify, protect, defend, and hold harmless City and HARD (including their elected officials, officers, agents, and employees) from and against any and all suits, actions, claims, , causes of action, demands, damages, judgments, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from or arising directly or indirectly : (a) out of the performance of the Work by Developer or Developer's agents, representatives, contractors, subcontractors, or employees; (b) any act or omission of Developer, any of its agents, employees, licensees, tenants, contractors, subcontractors or material suppliers, or other person or entity with respect to the Work; and (c) Developer's alleged failure to comply with its duties and

obligation under this Agreement, the Project Approvals, the Offers to Dedicate, the COAs and the Mitigated Negative Declaration. The Developer's indemnification obligation applies to the City and HARD's "active" as well as "passive" negligence but does not apply to the City or HARD's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782. The provisions of this Section 18 shall survive the termination of this Agreement.

19. ASSIGNMENT. Developer shall have the right to assign this Agreement and/or any portion thereof in connection with the sale of all or a portion of the Project Site, without obtaining the consent of City or HARD subject to the Restrictions in Section 15.7 of the Purchase Agreement. . Developer, however, shall not be released from its obligations hereunder unless and to the extent the assignee expressly assumes said obligations in a fully executed Assignment and Assumption Agreement.

20. Notices.

20.1 All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the respective party as follows:

<u>To CITY:</u>	<u>To HARD:</u>	<u>To Developer:</u>
City of Hayward	HARD	William Lyon Homes, Inc.
777 B Street	1099 E Street,	2603 Camino Ramon,
Hayward, California 94541	Hayward, California	Suite 450
Attn: City Manager	94541	San Ramon, CA 94583
	Attn: General Manager	Attn: Steven M. Jones

20.2 Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated below, or (2) three (3) working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

21. MODIFICATIONS. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by all Parties.

22. WAIVERS. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

23. SEVERABILITY. In the event any term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect.

24. JURISDICTION AND VENUE. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California.

Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda.

25. ENTIRE AGREEMENT. This Agreement, including all documents attached hereto and incorporated herein by reference, comprises the entire integrated understanding among the Parties concerning the subject matter hereunder. This Agreement supersedes all prior negotiations, representations, or agreements.
26. SIGNATURES. The individuals executing this Agreement represent and warrant that they each have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Developer, City and HARD. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

[Signature Page Follows.]

IN WITNESS WHEREOF the Parties do hereby agree to the full performance of the terms set forth herein.

**DEVELOPER:**

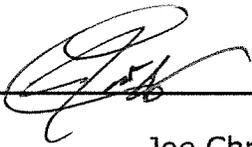
WILLIAM LYON HOMES, INC.,  
a California corporation

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

Name: Scott Roylance  
Division President

Its: \_\_\_\_\_

Date: 10-24-2019

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

Name: Joe Chretien  
VP Land Development

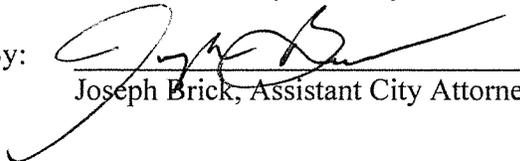
Its: \_\_\_\_\_

Date: 10/24/19

**CITY:**

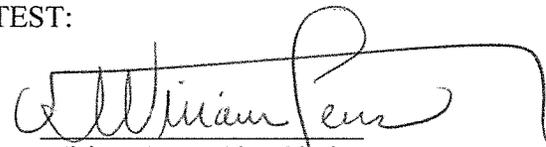
CITY OF HAYWARD, a California charter city

APPROVED AS TO FORM:  
Michael S. Lawson, City Attorney

By:   
Joseph Brick, Assistant City Attorney

By:   
Kelly McAdoo, City Manager

ATTEST:

By:   
Miriam Lens, City Clerk

HAYWARD AREA RECREATION AND  
PARK DISTRICT, a California special district

By: Paul McCreary

Name: PAUL McCREARY

Its: GENERAL MANAGER

EXHIBIT 1

LEGAL DESCRIPTION

Exhibit 1-1

Exhibit A

PARCEL 1:

PORTION OF THE TRACT OF LAND CONVEYED TO HAYWARD INVESTMENT COMPANY, BY DEED RECORDED JULY 10, 1913, BOOK 2166 DEEDS, PAGE 438, DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTHWEST LINE OF MISSION BOULEVARD AS THE SAME EXISTED PRIOR TO OCTOBER 29, 1929, DISTANT THEREON NORTH 42°35' WEST, 1963.76 FEET FROM THE INTERSECTION THEREOF WITH THE NORTHWEST LINE OF COUNTY ROAD NO. 314; THENCE FROM SAID POINT OF BEGINNING, SOUTH 47°25' WEST 345.69 FEET; THENCE NORTH 42°35' WEST, 63.00 FEET; THENCE NORTH 47°25' EAST, 345.69 FEET TO THE AFORESAID SOUTHWEST LINE OF MISSION BOULEVARD; THENCE SOUTH 42°35' EAST, 63.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM: THE INTEREST CONVEYED TO THE STATE OF CALIFORNIA BY INSTRUMENT RECORDED DECEMBER 16, 1929, BOOK 2254 OR, PAGE 290, "FOR HIGHWAY PURPOSES".

APN: 078C-0447-003-01

PARCEL 2:

PORTION OF THE TRACT CONVEYED BY A. W. MC COY, ET UX, TO HAYWARD INVESTMENT COMPANY BY DEED DATED MARCH 22, 1913 AND RECORDED JULY 10, 1913 IN BOOK 2166 OF DEEDS, AT PAGE 438, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHWESTERN LINE OF THE COUNTY ROAD LEADING FROM HAYWARD TO THE MISSION OF SAN JOSE, NOW STATE HIGHWAY, AS THE SOUTHWESTERN LINE OF SAID COUNTY ROAD, EXISTED ON OCTOBER 28, 1929, DISTANT THEREON NORTH 42°35' WEST 1900.76 FEET FROM THE INTERSECTION THEREOF WITH THE NORTHWESTERN LINE OF COUNTY ROAD NO. 314 AND RUNNING THENCE SOUTH 47°25' WEST 345.69 FEET; THENCE NORTH 42°35' WEST 63.00 FEET; THENCE NORTH 47°25' EAST 345.69 FEET TO THE SOUTHWESTERN LINE OF SAID COUNTY ROAD LEADING FROM HAYWARD TO THE MISSION OF SAN JOSE; THENCE ALONG THE LAST NAMED LINE, SOUTH 42°35' EAST 63.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THE STATE OF CALIFORNIA FOR HIGHWAY PURPOSES BY DEED FROM CHARLES H. GIBBS, A SINGLE MAN, DATED OCTOBER 29, 1929 AND RECORDED DECEMBER 16, 1929 IN BOOK 2254 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, AT PAGE 290.

APN: 078C-0447-003-02

PARCEL 3:

BEGINNING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF VALLE VISTA AVENUE 55 FEET WIDE, FORMERLY COUNTY ROAD NO. 1773 WITH THE NORTHEASTERN LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED BY ILTHE M. GREGG, AS THE ET UX, OF THE ESTATE BUNICE NOLAN, DECEASED, TO ORVILLE L. OLSON AND WIFE, DATED OCTOBER 14, 1948, AND RECORDED OCTOBER 25, 1948, IN BOOK 5639, OF OFFICIAL RECORDS, PAGE 319, RECORDED SERIES NO. AC/81771; RUNNING THENCE ALONG SAID NORTHEASTERN LINE: NORTH 43°45' WEST 252.02 FEET; THENCE SOUTH 47°25' WEST 75.99 FEET TO THE SOUTHWEST OF SAID NOLAN PARCEL; THENCE ALONG THE LAST MENTIONED LINE SOUTH 42°35' EAST 252.02 FEET TO THE CENTER OF VALLE VISTA AVENUE; THENCE ALONG THE LAST MENTIONED LINE NORTH 47°25' EAST 75.99 FEET TO THE POINT OF BEGINNING.

APN: 078C-0447-006-02

PARCEL 4:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERN LINE OF THE STATE HIGHWAY BETWEEN HAYWARD TO NILES, AS SAID LINE IS ESTABLISHED IN THE DEED TO THE STATE OF CALIFORNIA, DATED NOVEMBER 8, 1929 AND RECORDED DECEMBER 21, 1929 IN BOOK 2280 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, PAGE 108, WITH THE SOUTHEASTERN LINE OF VALLE VISTA AVENUE, AS DESCRIBED IN THE DEED TO COUNTY OF ALAMEDA, DATED OCTOBER 23, 1933, AND RECORDED NOVEMBER 13, 1933 IN BOOK 2992 OF OFFICIAL RECORDS, PAGE 190; RUNNING THENCE ALONG SAID LINE OF SAID STATE HIGHWAY SOUTH 42° 41' EAST, 79.40 FEET; THENCE SOUTH 47° 25' WEST, 325.28 FEET TO THE SOUTHWESTERN LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM THELMA G. ROGERS TO ODES L. WINGO AND WIFE DATED MARCH 22, 1946 AND RECORDED APRIL 6, 1946 UNDER RECORDER'S SERIES NO. TT/27630 IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY; THENCE ALONG THE LAST MENTIONED LINE NORTH 42° 35' WEST, 79.40 FEET TO SAID LINE OF VALLE VISTA AVENUE; THENCE ALONG LAST MENTIONED LINE NORTH 47° 25' EAST, 325.14 FEET TO THE POINT OF BEGINNING.

APN: 078C-0438-006

PARCEL 5:

BEGINNING AT A POINT IN THE CENTER LINE OF VALLE VISTA AVENUE KNOWN AS COUNTY ROAD NO. 7723 DISTANT THEREON S. 47° 25' W., 345.69 FEET FROM THE SOUTHWESTERN LINE OF THE ROAD LEADING FROM HAYWARD TO NILES KNOWN AS COUNTY ROAD NO. 89 AS SAID ROAD EXISTED PRIOR TO THE ESTABLISHMENT THEREOF AS A STATE HIGHWAY, 100' WIDE; RUNNING THENCE S. 42° 35' E., 25.00 FEET TO THE ACTUAL POINT OF COMMENCEMENT, BEING ON THE SOUTHEASTERN LINE OF SAID VALLE VISTA AVENUE; THENCE ALONG THE SAID SOUTHEASTERN LINE OF VALLE VISTA AVENUE S. 47° 25' W., 134.425 FEET; THENCE S. 42° 35' E., 327.82 FEET; THENCE N. 47° 25' E., 134.425 FEET; THENCE N. 42° 35' W., 327.82 FEET TO THE ACTUAL POINT OF COMMENCEMENT.

APN: 078C-0438-005

PARCEL 6:

BEGINNING AT A POINT ON THE SOUTHWESTERN LINE OF THE STATE HIGHWAY BETWEEN HAYWARD AND NILES, AS SAID LINE IS ESTABLISHED IN THE DEED TO THE STATE OF CALIFORNIA, DATED NOVEMBER 8, 1929, AND RECORDED DECEMBER 21, 1929, IN BOOK 2280, OF OFFICIAL RECORDS OF ALAMEDA COUNTY, PAGE 108, DISTANT THEREON SOUTH 42° 41' EAST, 79.40 FEET FROM THE POINT OF INTERSECTION THEREON, WITH THE SOUTHEASTERN LINE OF VALLE VISTA AVENUE, AS DESCRIBED IN THE DEED TO THE COUNTY, OF ALAMEDA, DATED OCTOBER 23, 1933 AND RECORDED NOVEMBER 13, 1933 IN BOOK 2992 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, PAGE 190; RUNNING THENCE ALONG SAID LINE OF SAID STATE HIGHWAY, SOUTH 42° 41' EAST (THE BEARING OF SAID LINE OF SAID STATE HIGHWAY BEING GIVEN AS SOUTH 42° 17' EAST IN SAID DEED TO THE STATE OF CALIFORNIA), 199.64 FEET; THENCE SOUTH 47° 25' WEST, PARALLEL WITH SAID LINE OF VALLE VISTA AVENUE, 325.60 FEET TO THE SOUTHWESTERN LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED FROM THELMA C. ROGERS TO ODES L. WINGO AND WIFE, DATED MARCH 22, 1946, RECORDED APRIL 6, 1946, UNDER RECORDER'S SERIES NO. TT-27630, ALAMEDA COUNTY RECORDS; THENCE ALONG THE LAST MENTIONED LINE NORTH 42° 35' WEST, 199.64 FEET TO A LINE DRAWN SOUTH 47° 25' WEST FROM THE POINT OF BEGINNING; THENCE ALONG THE LINE SO DRAWN NORTH 47° 25' EAST, 325.28 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.49 ACRES, MORE OR LESS.

APN: 078C-0438-007

PARCEL 7:

BEGINNING AT A POINT ON THE SOUTHWESTERN LINE OF MISSION BOULEVARD, FORMERLY THE STATE HIGHWAY BETWEEN HAYWARD AND NILES, AS SAID LINE WAS ESTABLISHED IN THE DEED TO THE STATE OF CALIFORNIA DATED NOVEMBER 8, 1929, RECORDED DECEMBER 21, 1929 IN BOOK 2280 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, PAGE 108, DISTANT THEREON SOUTH 42° 41' EAST (THE BEARING OF SAID LINE IN SAID DEED TO THE STATE OF CALIFORNIA BEING GIVEN AS SOUTH 42° 17' EAST) 279.04 FEET FROM THE POINT OF INTERSECTION THEREOF WITH THE SOUTHEASTERN LINE OF VALLE VISTA AVENUE, AS SAID AVENUE IS DESCRIBED IN THE DEED TO THE COUNTY OF ALAMEDA, DATED OCTOBER 23, 1933, RECORDED

NOVEMBER 13, 1933 IN BOOK 2992 OF OFFICIAL RECORDS, PAGE 190; RUNNING THENCE ALONG SAID SOUTHWESTERN LINE OF MISSION BOULEVARD, SOUTH 42° 41' EAST 100 FEET TO THE NORTHWESTERN LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM ODES L. WINGO AND HAZEL WINGO, HIS WIFE, TO LENA GUNSLEY, DATED JUNE 7, 1946, RECORDED JUNE 8, 1946 IN BOOK 4870 OF OFFICIAL RECORDS, PAGE 411; THENCE ALONG THE LAST MENTIONED LINE SOUTH 47° 25' WEST 325.77 FEET TO THE MOST WESTERN CORNER OF SAID GUNSLEY'S LAND; THENCE NORTH 42° 35' WEST 100 FEET UNTIL INTERSECTED BY A LINE DRAWN SOUTH 47° 25' WEST FROM THE POINT OF BEGINNING; THENCE ALONG THE LINE SO DRAWN, NORTH 47° 25' EAST 325.60 FEET TO THE POINT OF BEGINNING.

APN: 078C-0438-008

PARCEL 8:

BEGINNING AT A POINT ON THE SOUTHWESTERN LINE OF MISSION BOULEVARD, FORMERLY THE STATE HIGHWAY BETWEEN HAYWARD AND NILES, AS SAID LINE IS ESTABLISHED IN THE DEED TO THE STATE OF CALIFORNIA, DATED NOVEMBER 8, 1929 AND RECORDED DECEMBER 21, 1929 IN BOOK 2280 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, PAGE 108, DISTANT THEREON SOUTH 42° 41' EAST (THE BEARING OF SAID LINE IN SAID DEED TO THE STATE OF CALIFORNIA BEING GIVEN AS SOUTH 42° 17' EAST) 379.04 FEET FROM THE POINT OF INTERSECTION THEREOF WITH THE SOUTHEASTERN LINE OF VALLE VISTA AVENUE, AS SAID AVENUE IS DESCRIBED IN DEED TO THE COUNTY OF ALAMEDA, DATED OCTOBER 23, 1933, AND RECORDED NOVEMBER 13, 1933 IN BOOK 2992 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, PAGE 190, RUNNING THENCE ALONG THE SAID SOUTHWESTERN LINE OF MISSION BOULEVARD SOUTH 42° 41' EAST 100.00 FEET TO THE SOUTHEASTERN LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM CLANTON V. ROGERS TO THELMA C. ROGERS, DATED MARCH 25, 1924 AND RECORDED APRIL 15, 1924 IN BOOK 692 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, PAGE 176, THENCE ALONG THE SAID LAST MENTIONED LINE SOUTH 47° 25' WEST 325.94 FEET TO A POINT ON A SOUTHWESTERN LINE OF SAID ROGERS PARCEL OF LAND; THENCE ALONG THE SAID LAST MENTIONED LINE AND ITS DIRECT PRODUCTION NORTH 42° 35' WEST 100.00 FEET UNTIL INTERSECTED BY A LINE DRAWN SOUTH 47° 25' WEST FROM THE POINT OF BEGINNING; THENCE ALONG THE LINE SO DRAWN NORTH 47° 25' EAST 325.77 FEET TO THE POINT OF BEGINNING.

APN: 078C-0438-009

PARCEL 9:

BEGINNING AT A POINT ON THE SOUTHWESTERN LINE OF THE STATE HIGHWAY, FORMERLY THE COUNTY ROAD, RUNNING FROM HAYWARD TO MISSION SAN JOSE, AS THE SAME EXISTED PRIOR TO THE WIDENING THEREOF ON NOVEMBER 29, 1929, BY DEED FROM WILLIAM F. FITZGERALD TO THE STATE OF CALIFORNIA, RECORDED DECEMBER 11, 1930 IN BOOK 2517 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, PAGE 97, DISTANT THEREON NORTH 42° 35' WEST 1144.70 FEET FROM THE NORTHWESTERN LINE OF COUNTY ROAD NO. 314; RUNNING THENCE SOUTH 47° 25' WEST 345.69 FEET; THENCE NORTH 42° 35' WEST 126.01 FEET; THENCE NORTH 47° 25' EAST 345.69 FEET TO A POINT ON THE SAID SOUTHWESTERN LINE OF SAID COUNTY ROAD RUNNING FROM HAYWARD TO MISSION SAN JOSE, AND THENCE SOUTH 42° 35' EAST ALONG THE LAST LINE 126.01 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED BY WILLIAM P. FITZGERALD, A SINGLE PERSON, TO THE STATE OF CALIFORNIA, BY DEED DATED NOVEMBER 29, 1929 AND RECORDED DECEMBER 11, 1930 IN BOOK 2517 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, PAGE 97.

APN: 078C-0438-010

PARCEL 10:

COMMENCING AT THE SOUTHEASTERLY CORNER OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED JULY 10, 1963 ON REEL 932, IMAGE 313, ALAMEDA COUNTY RECORDS; THENCE ALONG A LINE COMMON TO THE PROPERTIES, NOW OR FORMERLY, OF GOTTLIEB WAESPI, ET UX. AND OF THE STATE OF CALIFORNIA N. 48° 43' 46" E., 325.32 FEET TO THE SOUTHWESTERLY LINE OF THE EXISTING STATE HIGHWAY LEADING FROM HAYWARD TO NILES, THENCE ALONG SAID SOUTHWESTERLY LINE S. 41° 21' 12" E., 166.70 FEET; THENCE FROM A TANGENT THAT BEARS S. 6° 46' 51" W., ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 215.00 FEET, THROUGH AN ANGLE OF 91° 11' 09", AN ARC LENGTH OF 342.17

FEET; THENCE N. 82° 02' 00" W., 29.10 FEET TO THE LINE COMMON TO THE PROPERTIES, NOW OR FORMERLY OF SAID GOTTLIEB WAESPI, ET UX. AND OF A. BERNARD MUTH; THENCE ALONG SAID COMMON PROPERTY LINE N. 41° 16' 14" W., 125.14 FEET TO THE POINT OF COMMENCEMENT.

CONTAINING 1.477 ACRES, MORE OR LESS.

APN: 078C-0438-011-01

PARCEL 11:

COMMENCING AT THE MOST SOUTHERLY CORNER OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED JULY 10, 1963 ON REEL 932, IMAGE 313, ALAMEDA COUNTY RECORDS; THENCE ALONG THE LINE COMMON TO THE PROPERTIES, NOW OR FORMERLY OF A. BERNARD MUTH AND OF GOTTLIEB WAESPI, ET UX. AND ITS PROLONGATION S. 41° 16' 14" E., 414.57 FEET TO THE NORTHEASTERLY CORNER OF THE PROPERTY OF A. BERNARD MUTH, ET UX.; THENCE ALONG THE SOUTHEASTERLY LINE OF LAST SAID PROPERTY S. 48° 43' 46" W., 493.68 FEET TO THE CENTER LINE OF DIXON STREET; THENCE ALONG SAID CENTER LINE N. 41° 16' 14" W., 307.35 FEET; THENCE N. 7° 58' 00" E., 132.23 FEET; THENCE N. 4° 09' 09" E., 299.07 FEET TO THE NORTHWESTERLY LINE OF THE PROPERTY OF SAID A. BERNARD MUTH; THENCE ALONG SAID NORTHWESTERLY LINE N. 48° 43' 46" E., 180.50 FEET TO THE NORTHEASTERLY PROPERTY LINE OF SAID A. BERNARD MUTH; THENCE ALONG LAST SAID LINE S. 41° 16' 14" E., 189.01 FEET TO THE POINT OF COMMENCEMENT.

CONTAINING 5.563 ACRES MORE OR LESS IN ADDITION TO 0.183 OF AN ACRE, MORE OR LESS IN SAID DIXON STREET.

APN: 078C-0438-019-01

PARCEL 12:

PARCEL ONE:

BEGINNING AT A POINT ON THE NORTHWESTERN LINE OF COUNTY ROAD NO. 314, ALSO KNOWN AS THE COUNTY ROAD LEADING TO ALVARADO, DISTANT THEREON SOUTH 44° 30' 25" WEST, 840.61 FEET FROM THE POINT OF INTERSECTION THEREOF WITH THE SOUTHWESTERN LINE OF COUNTY ROAD LEADING FROM HAYWARD TO THE MISSION OF SAN JOSE; RUNNING THENCE NORTH 42° 35' WEST; 935.6 FEET TO THE ACTUAL POINT OF BEGINNING OF THE HEREIN DESCRIBED PREMISES; THENCE SOUTH 47° 25' WEST, 487.47 FEET; THENCE NORTH 44° 12' 30" WEST, 77.87 FEET; THENCE NORTH 47° 25' EAST, 489.68 FEET; THENCE SOUTH 42° 35' EAST, 77.84 FEET TO THE ACTUAL POINT OF BEGINNING.

PARCEL TWO:

AN EASEMENT FOR INGRESS AND EGRESS OVER THE EASTERN 10 FEET OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM MARTIN J. KANDLER, ET UX, TO LAWRENCE RAMOS, SR., ET AL, RECORDED OCTOBER 14, 1958, IN BOOK 8812 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, PAGE 389.

APN: 078C-0435-002-01

PARCEL 13:

BEGINNING AT A POINT ON THE NORTHWESTERN LINE OF ALQUIRE ROAD, ALSO KNOWN AS COUNTY ROAD NO. 314, DISTANT THEREON SOUTH 44° 52' WEST 1302.84 FEET FROM THE INTERSECTION THEREOF, WITH THE SOUTHWESTERN LINE OF NILES ROAD; RUNNING THENCE ALONG SAID LINE OF ALQUIRE ROAD, SOUTH 44° 52' WEST 300 FEET TO THE EASTERN LINE OF THE RIGHT OF WAY DESCRIBED IN THE DEED FROM D. VAN NES TO THE WESTERN PACIFIC RAILWAY COMPANY, DATED MARCH 17, 1906, RECORDED JUNE 23, 1906, IN BOOK 1180 OF DEEDS, PAGE 150, ALAMEDA COUNTY RECORDS; THENCE ALONG THE LAST NAMED LINE NORTH 31° 58' WEST 1459.30 FEET; THENCE SOUTH 44° 20' EAST 1420.40 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION OF THE ABOVE DESCRIBED PARCEL OF LAND CONTAINED IN A

STRIP OF LAND 41.00 FEET WIDE, RIGHT ANGLE MEASUREMENTS, LYING NORTHEASTERLY OF AND CONTIGUOUS TO THE SOUTHWESTERN LINE OF SAID PARCEL AS CONVEYED BY DEED TO ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT RECORDED JUNE 10, 1963 IN REEL 905, PAGE 916, SERIES NO. AU-96861, ALAMEDA COUNTY OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION OF LAND CONVEYED BY DEED TO ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT RECORDED MARCH 7, 1967 IN REEL 1926, IMAGE 297, SERIES NO. AZ-20352, ALAMEDA COUNTY OFFICIAL RECORDS.

APN: 083-0460-006-03

PARCEL 14:

BEGINNING FOR REFERENCE AT A POINT IN THE NORTHWESTERLY BOUNDARY LINE OF VALLE VISTA ROAD, FORMERLY COUNTY ROAD NO. 314, DISTANT THEREON 1168.47 FEET SOUTHWESTERLY FROM THE SOUTHWESTERLY BOUNDARY LINE OF THE COUNTY ROAD, NOW STATE HIGHWAY, BETWEEN HAYWARD AND MISSION SAN JOSE, AS THE SAME EXISTED ON DECEMBER 7, 1928; THENCE ALONG THE NORTHEASTERLY LINE OF THAT CERTAIN PARCEL DESCRIBED IN THE DEED TO THE CITY OF HAYWARD, RECORDED MAY 5, 1969, IN REEL 2395, IMAGE 909, OFFICIAL RECORDS OF ALAMEDA COUNTY, AND ITS NORTHWESTERLY PROLONGATION N. 41°16'14" W., 407.86 FEET TO THE TRUE POINT OF COMMENCEMENT; THENCE S. 48°43'46" W., 144.55 FEET TO THE PROPERTY LINE COMMON TO THE LANDS, NOW OR FORMERLY, OF THE FRONTIERS FOR CHRIST, A CALIFORNIA CORPORATION, AND OF THE STATE OF CALIFORNIA; THENCE ALONG LAST SAID LINE S. 42°53'44" E., 382.29 FEET TO THE NORTHWESTERLY LINE OF SAID CITY OF HAYWARD PARCEL; THENCE ALONG LAST SAID LINE N. 45°48'57" E., 39.68 FEET; THENCE N. 72°42'59" W., 79.78 FEET; THENCE N. 5°12'59" W., 230.56 FEET TO SAID PROLONGATION; THENCE N. 41°16'14" W., 125.66 FEET TO THE TRUE POINT OF COMMENCEMENT.

APN: 078C-0436-010-03

PARCEL 15:

BEGINNING AT A POINT ON THE CENTER LINE OF COUNTY ROAD NO. 7722, KNOWN AS DIXON STREET, AS SAID ROAD IS DESCRIBED IN THE DEED TO COUNTY OF ALAMEDA, DATED OCTOBER 1, 1933, RECORDED NOVEMBER 16, 1933, IN BOOK 2999 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, PAGE 130, DISTANT THEREON NORTH 42° 35' WEST 460.82 FEET FROM THE NORTHWESTERN LINE OF COUNTY ROAD NO. 314, KNOWN AS ALQUIRE ROAD, FORMERLY VALLE VISTA ROAD, AND RUNNING THENCE ALONG SAID LINE OF DIXON ROAD NORTH 42° 35' WEST 114 FEET; THENCE SOUTH 47° 25' WEST 225.05 FEET; THENCE NORTH 42° 35' WEST 171.12 FEET; THENCE SOUTH 47° 25' WEST 257.03 FEET TO THE SOUTHWESTERN LINE OF THE 4 ACRE PARCEL OF LAND DESCRIBED, IN THE DEED BY LENA B. NORTON TO ELIZABETH BIDWELL PATTERSON, DATED SEPTEMBER 28, 1935, RECORDED OCTOBER 9, 1935, IN BOOK 3221 OF SAID OFFICIAL RECORDS, PAGE 223; THENCE ALONG THE LAST MENTIONED LINE SOUTH 44° 12' 30" EAST 285.23 FEET TO A LINE DRAWN SOUTH 47° 25' WEST FROM THE POINT OF BEGINNING; THENCE NORTH 47° 25' EAST 473.99 FEET TO SAID POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION DESCRIBED IN THE DEED TO ROLF RAYMOND HARADER et ux, DATED MARCH 2, 1962, RECORDED MARCH 5, 1962, REEL 528, IMAGE 844 (AT-28989), ALAMEDA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM ALL THAT PORTION OF THE ABOVE PARCEL LYING NORTHERLY AND EASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING FOR REFERENCE AT THE SOUTHWESTERLY TERMINUS OF "SOUTH 47° 25' WEST, 225.05 FEET" THENCE ALONG LAST SAID COURSE N 48° 43' 46" E, 77.70 FEET TO THE TRUE POINT OF COMMENCEMENT; THENCE S 6° 40' 00" W, 74.84 FEET; THENCE S 48° 43' 46" W, 1.96 FEET; THENCE S 41° 16' 14" E, 64.00 FEET MARCH 30, 1998 INSTRUMENT NO. 105886, ALAMEDA COUNTY RECORDS.

APN: 078C-0436-001-07 AND 078C-0435-006

PARCEL 16:

PARCEL ONE:

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERN LINE OF THE STATE HIGHWAY LEADING FROM HAYWARD TO NILES, AS SAID NORTHEASTERN LINE IS DESCRIBED IN THE DEED FROM GEORGE M. HUNKEN, ET UX, TO STATE OF CALIFORNIA, DATED OCTOBER 22, 1929, RECORDED DECEMBER 6, 1929, IN BOOK 2266 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, PAGE 135, (Z/79205), WITH THE SOUTHEASTERN LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM GEORGE M. HUNKEN, ET UX, TO RICHARD J. MURPHY, ET AL., DATED JANUARY 10, 1931, RECORDED JANUARY 16, 1931, IN BOOK 2489, OF SAID OFFICIAL RECORDS, PAGE 417, (BB/2964), RUNNING THENCE ALONG SAID NORTHEASTERN LINE OF SAID STATE HIGHWAY; SOUTHEASTERLY 116.01 FEET TO THE SOUTHEASTERN LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM JOSEPH E. COSTA, ET UX, TO GEORGE M. HUNKEN, DATED FEBRUARY 26, 1929, RECORDED FEBRUARY 28, 1929, IN BOOK 2032 OF SAID OFFICIAL RECORDS, PAGE 281, (Z/14150); THENCE ALONG SAID LAST MENTIONED LINE, NORTHEASTERLY 351.88 FEET, MORE OR LESS, TO THE NORTHEASTERN LINE OF THE PARCEL OF LAND DESCRIBED IN SAID LAST MENTIONED DEED; THENCE ALONG SAID LAST MENTIONED LINE, NORTHWESTERLY 116.01 FEET TO THE SOUTHEASTERN LINE OF THE PARCEL OF LAND DESCRIBED IN SAID DEED TO RICHARD J. MURPHY, ET AL., ABOVE REFERRED TO; AND THENCE ALONG SAID LAST MENTIONED LINE, SOUTHWESTERLY 351.88 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL TWO:

AN EASEMENT APPURTENANT TO PARCEL 1 HEREIN DESCRIBED, FOR INGRESS AND EGRESS, SEWER AND ALL PUBLIC UTILITY PURPOSES, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERN LINE OF THE COUNTY ROAD LEADING FROM HAYWARD TO NILES, KNOWN AS MISSION BOULEVARD, AS SAID ROAD EXISTED PRIOR TO THE WIDENING THEREOF, BY DEED TO THE STATE OF CALIFORNIA, DATED OCTOBER 11, 1929, HEREINAFTER REFERRED TO, DISTANT THEREON, NORTH 42°45' WEST, 1308.186 FEET FROM THE POINT OF INTERSECTION THEREOF, WITH THE MOST WESTERN CORNER OF VALLE VISTA SCHOOL LOT, SO CALLED; RUNNING THENCE NORTH 47°15' EAST, 485.48 FEET; THENCE NORTH 42°45' WEST, 30 FEET; THENCE SOUTH 47°15' WEST, 485.48 FEET TO SAID LINE OF MISSION BOULEVARD; AND THENCE, ALONG THE LAST NAMED LINE, SOUTH 42°45' EAST, 30 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE SOUTHWESTERN 23.7 FEET, MORE OR LESS, AS CONVEYED TO THE STATE OF CALIFORNIA, BY DEED DATED OCTOBER 11, 1929, RECORDED NOVEMBER 29, 1929, IN BOOK 2248, OF OFFICIAL RECORDS OF ALAMEDA COUNTY, AT PAGE 242.

APN: 078C-0455-004

PARCEL 17:

PORTION OF THE TRACT OF LAND CONTAINING 1-1/2 ACRES, MORE OR LESS, DESCRIBED IN THE DEED TO GEORGE M. HUNKEN, RECORDED FEBRUARY 28, 1929, BOOK 2032, OFFICIAL RECORDS, PAGE 381, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHWESTERN BOUNDARY LINE OF SAID TRACT OF LAND, WITH THE NORTHEASTERN LINE OF MISSION BOULEVARD, FORMERLY KNOWN AS THE STATE HIGHWAY, LEADING FROM HAYWARD TO NILES, AS SAID NORTHEASTERN LINE IS DEFINED IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED DECEMBER 6, 1929, IN BOOK 2266, OFFICIAL RECORDS, PAGE 135; RUNNING THENCE SOUTHEASTERLY ALONG SAID LINE OF MISSION BOULEVARD, 58.005 FEET; THENCE NORTHEASTERLY, PARALLEL WITH SAID NORTHWESTERN BOUNDARY LINE OF THE TRACT OF LAND DESCRIBED IN SAID DEED TO GEORGE M. HUNKEN, 351.88 FEET, MORE OR LESS, TO THE NORTHEASTERN BOUNDARY LINE OF SAID TRACT; THENCE NORTHWESTERLY ALONG THE LAST NAMED LINE, 58.005 FEET TO THE NORTHWESTERN BOUNDARY LINE OF SAID TRACT; THENCE SOUTHWESTERLY ALONG THE LAST NAMED LINE, 351.88 FEET TO THE POINT OF BEGINNING.

APN: 078C-0455-003

PARCEL 18:

PARCEL ONE:

COMMENCING AT A POINT ON THE NORTHEASTERN LINE OF THE COUNTY ROAD LEADING FROM HAYWARD TO NILES, KNOWN AS MISSION BOULEVARD, AS SAID ROAD EXISTED PRIOR TO THE WIDENING THEREOF BY DEED TO THE STATE OF CALIFORNIA, DATED OCTOBER 11, 1929, RECORDED NOVEMBER 29, 1929, IN BOOK 2248 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, AT PAGE 242, DISTANT THEREON NORTH 42° 45' WEST 1338.186 FEET FROM THE POINT OF INTERSECTION THEREOF WITH THE MOST WESTERN CORNER OF VALLE VISTA SCHOOL LOT, SO CALLED; RUN THENCE NORTH 47° 15' EAST 375.48 FEET TO THE ACTUAL POINT OF BEGINNING; AND RUNNING THENCE NORTH 47° 15' EAST 110 FEET; THENCE NORTH 42° 45' WEST 232.02 FEET; THENCE SOUTH 47° 15' WEST 110 FEET; AND THENCE SOUTH 42° 45' EAST 232.02 FEET TO THE ACTUAL POINT OF BEGINNING.

PARCEL TWO:

AN EASEMENT FOR INGRESS AND EGRESS, SEWER AND ALL PUBLIC UTILITY PURPOSES, AS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 ABOVE DESCRIBED, IN, UNDER, OVER AND ALONG A STRIP OF LAND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERN LINE OF THE COUNTY ROAD LEADING FROM HAYWARD TO NILES, KNOWN AS MISSION BOULEVARD, AS SAID ROAD EXISTED PRIOR TO THE WIDENING THEREOF BY DEED TO THE STATE OF CALIFORNIA, DATED OCTOBER 11, 1929, HEREINAFTER REFERRED TO, DISTANT THEREON NORTH 42° 45' WEST 1308.186 FEET FROM THE POINT OF INTERSECTION THEREOF WITH THE MOST WESTERN CORNER OF VALLE VISTA SCHOOL LOT, SO CALLED; RUNNING THENCE NORTH 47° 15' EAST 485.48 FEET; THENCE NORTH 42° 45' WEST 30 FEET; THENCE SOUTH 47° 15' WEST 485.48 FEET TO SAID LINE OF MISSION BOULEVARD; AND THENCE ALONG THE LAST NAMED LINE SOUTH 42° 45' EAST 30 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, THE SOUTHWESTERN 23.7 FEET, MORE OR LESS, SO CONVEYED TO THE STATE OF CALIFORNIA BY DEED DATED OCTOBER 11, 1929, RECORDED NOVEMBER 29, 1929, IN BOOK 2248 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, AT PAGE 242.

APN: 078C-0455-005-02

PARCEL 19:

BEING A PORTION OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM THE ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT TO THE CITY OF HAYWARD RECORDED 08-03, 2018, UNDER RECORDER'S SERIES NO. 2018-152491, ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LYING ON THE WESTERLY LINE OF SAID LANDS OF THE CITY OF HAYWARD, FROM WHICH THE SOUTHWESTERLY CORNER THEREOF BEARS SOUTH 30° 55' 21" EAST 23.50 FEET;

1. THENCE NORTH 30° 55' 21" WEST 652.84 FEET ALONG LAST SAID LINE;
2. THENCE NORTH 09° 22' 21" EAST 111.62 FEET TO THE EASTERLY LINE OF THE LANDS OF THE CITY OF HAYWARD;
3. THENCE SOUTH 30° 55' 21" EAST 744.99 FEET ALONG LAST SAID LINE;
4. THENCE SOUTH 43° 11' 56" WEST 42.63 FEET TO THE POINT OF BEGINNING

PORTION OF APN: 083-0460-011

PARCEL 20:

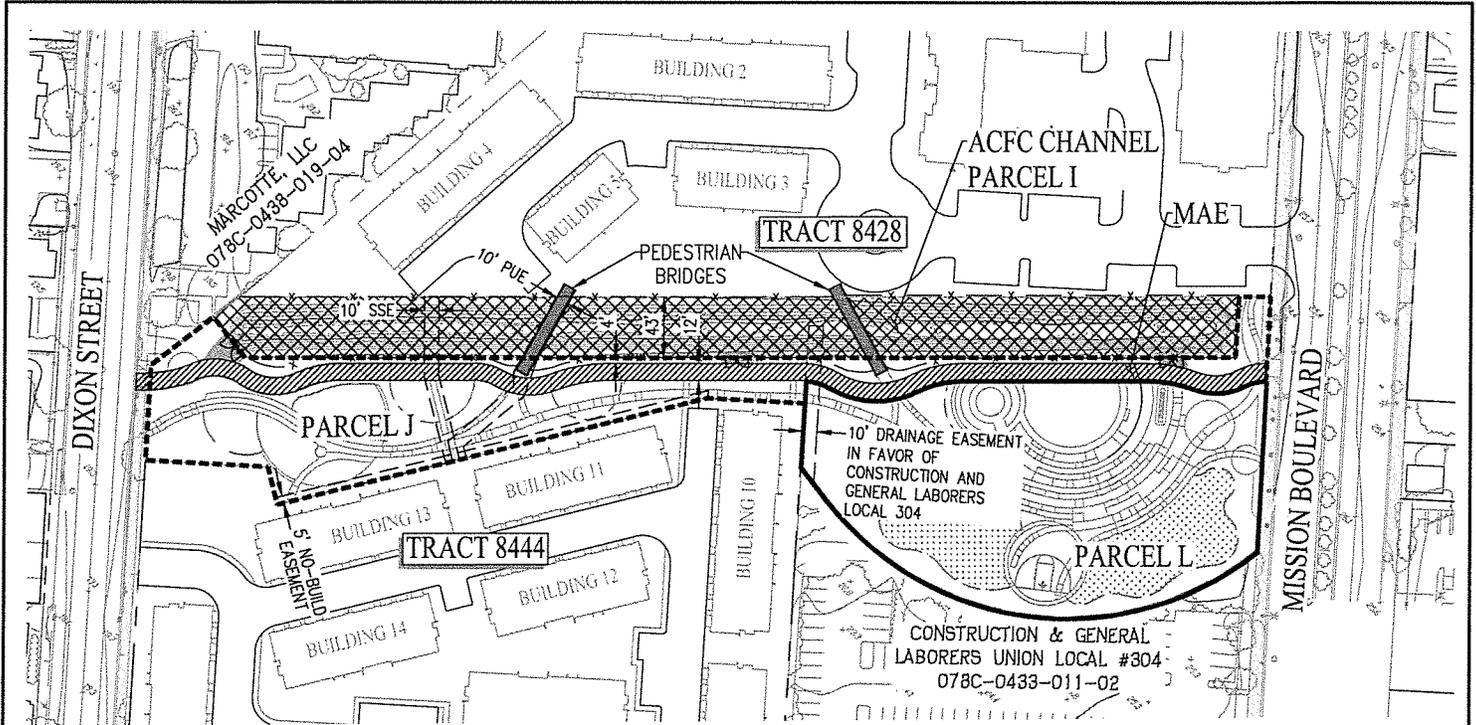
BEING A PORTION OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM THE SAN FRANCISCO BAY AREA TRANSIT DISTRICT TO THE CITY OF HAYWARD, RECORDED 08-03, 2018, UNDER RECORDER'S SERIES NO 2018-152490, ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF THE LANDS OF THE CITY OF HAYWARD, FROM WHICH THE SOUTHWESTERLY CORNER BEARS SOUTH 30° 55' 21" EAST 23.50 FEET;

1. THENCE SOUTH 43° 11' 56" WEST 9.77 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1700.00 FEET;
2. THENCE WESTERLY 80.47 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2° 42' 43" TO A LINE THAT IS PARALLEL WITH AND 18.50 FEET NORTHERLY OF THE SOUTHERLY LINE OF SAID LAND OF THE CITY OF HAYWARD;

3. THENCE SOUTH 45° 54' 39" WEST 107.76 FEET ALONG SAID PARALLELL LINE TO THE WESTERLY LINE OF SAID LANDS OF THE CITY OF HAYWARD;
  4. THENCE NORTH 21° 46' 07" WEST 526.51 FEET ALONG LAST SAID LINE TO THE SOUTHEASTERLY LINE OF THAT CERTAIN EASEMENT DEED TO ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT RECORDED MAY 5, 1971 ON REEL 2843, AT IMAGE 598, OFFICIAL RECORDS OF ALAMEDA COUNTY;
  5. THENCE NORTH 28° 46' 01" EAST 56.01 ALONG THE NORTHEASTERLY PROLONGATION OF LAST SAID LINE;
  6. THENCE NORTH 09° 22' 21" WEST 163.59 FEET TO THE EASTERLY LINE OF THE LANDS OF THE CITY OF HAYWARD;
  7. THENCE SOUTH 30° 55' 21" EAST 652.84 ALONG LAST SAID LINE TO THE POINT OF BEGINNING.
- PORTION OF APN; 083-0460-010

EXHIBIT 2  
PROJECT SITE MAP



**LEGEND**

-  MAINTENANCE ACCESS EASEMENT (MAE) TO ACFC (SEE NOTE 1) : the portion of Parcel J encumbered by the MAE is also called "MAE Parcel"
-  FEE PARCEL TO ACFC (PARCEL I) TO BE MAINTAINED BY ACFC
-  PUBLIC PARK (PARCEL L)
-  PUBLIC PARK (PARCEL J)
-  PEDESTRIAN BRIDGE
-  EASEMENT

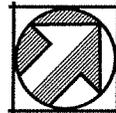
**NOTE:**

1. MAE PROVIDES ACCESS FOR ACFC TO MAINTAIN THEIR ADJACENT CHANNEL. THE MAE IS INSTALLED AS PART OF THE PARK IMPROVEMENT PLANS.

**TRACT 8428  
SOHAY PARK  
IMPROVEMENT AGREEMENT**

CITY OF HAYWARD ALAMEDA COUNTY CALIFORNIA

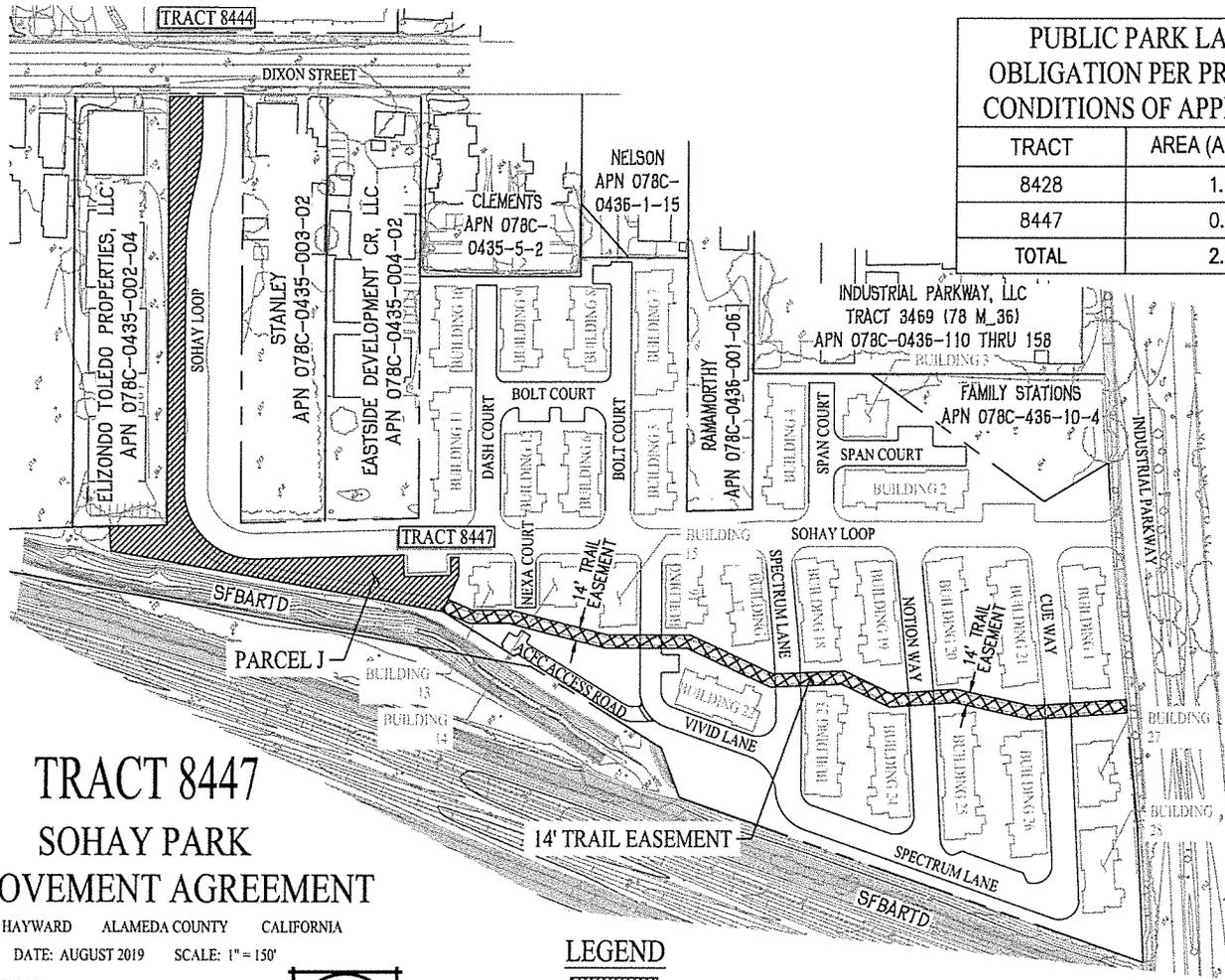
DATE: AUGUST 2019 SCALE: 1" = 100'



SAN RAMON (925) 856-0322  
SACRAMENTO (916) 375-1877  
WWW.CBANDG.COM

CIVIL ENGINEERS • SURVEYORS • PLANNERS

SHEET NO.  
**1**  
OF 2 SHEETS

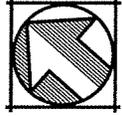


PUBLIC PARK LAND OBLIGATION PER PROJECT CONDITIONS OF APPROVAL	
TRACT	AREA (ACREAGE)
8428	1.9±
8447	0.7±
TOTAL	2.6±

# TRACT 8447 SOHAY PARK IMPROVEMENT AGREEMENT

CITY OF HAYWARD ALAMEDA COUNTY CALIFORNIA  
DATE: AUGUST 2019 SCALE: 1" = 150'

**cbg** SAN RAMON (925) 866-0322  
SACRAMENTO (916) 375-1877  
WWW.CBANDG.COM  
CIVIL ENGINEERS • SURVEYORS • PLANNERS



### LEGEND

- PARCEL J
- TRAIL EASEMENT

SHEET NO.  
**2**  
OF 3 SHEETS

EXHIBIT 3  
OFFERS OF DEDICATION

# DOCUMENT DIVIDER PAGE

Irrevocable Offer to Dedicate  
(ACFC Channel)

So-Hay to City/ACFC

54606-1429235

RECORDING REQUESTED BY

North American Title

AND WHEN RECORDED MAIL DOCUMENT TO:

NAME City of Hayward

777 B Street

STREET ADDRESS Hayward, CA 94541

CITY, STATE & ZIP CODE Attn: City Manager

CERTIFIED A TRUE COPY OF THE ORIGINAL RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY ON Alameda

Under Recorder's Serial No. 2018152497

NORTH AMERICAN TITLE COMPANY, INC.  
K Dover

By \_\_\_\_\_

SPACE ABOVE FOR RECORDER'S USE ONLY

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE §§6103, 27383

IRREVOCABLE OFFER TO DEDICATE (ACFC CHANNEL)

Title of Document

Pursuant to Senate Bill 2 – Building Homes and Jobs Act (GC Code Section 27388.1), effective January 1, 2018, a fee of seventy-five dollars (\$75.00) shall be paid at the time of recording of every real estate instrument, paper, or notice required or permitted by law to be recorded, except those expressly exempted from payment of recording fees, per each single transaction per parcel of real property. The fee imposed by this section shall not exceed two hundred twenty-five dollars (\$225.00).

- Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax
- Exempt from fee per GC 27388.1 (a) (2); recorded concurrently "in connection with" a transfer subject to the imposition of documentary transfer tax (DTT).
- Exempt from fee per GC 27388.1 (a) (2); recorded concurrently "in connection with" a transfer of real property that is a residential dwelling to an owner-occupier.
- Exempt from fee per GC 27388.1 (a) (1); fee cap of \$225.00 reached.
- Exempt from the fee per GC 27388.1 (a) (1); not related to real property.

THIS COVER SHEET ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION (\$3.00 Additional Recording Fee Applies)

Recorded at Request of:  
City of Hayward and

When Recorded Mail to and  
Mail Tax Statements to:

City of Hayward  
777 B Street  
Hayward, California 94541  
Attn: City Manager

---

THE AREA ABOVE IS RESERVED FOR RECORDER'S USE

APN No. (SEE LEGAL ATTACHED)

This Irrevocable Offer to Dedicate is recorded at the request and for the benefit of the City of Hayward and is exempt from the payment of a recording fee pursuant to Government Code Sections 27383, and 27388.1(a)(1)(D) and payment of documentary transfer tax pursuant to Revenue and Taxation Code Section 11922.

IRREVOCABLE OFFER TO DEDICATE  
(ACFC Channel)

August 02

THIS IRREVOCABLE OFFER TO DEDICATE is made as of July /   , 2018 by SoHay - Hayward, L.P., a Delaware limited partnership (the "Owner").

WHEREAS, William Lyon Homes, Inc., a California corporation ("Lyon") and the City of Hayward, a California charter city ("City"), previously entered into that certain Purchase and Sale Agreement dated May 16, 2017, as such may be amended from time to time (the "Purchase Agreement").

WHEREAS, Lyon assigned the Purchase Agreement to the Owner, on or before the date hereof.

WHEREAS, pursuant to the terms of the Purchase Agreement, the City has conveyed to Owner (1) the real property described on Exhibit A-1 attached hereto (the "Development Property"), and (2) the real property described on Exhibit A-2 attached hereto (the "Park Property"). The Development Property and the Park Property are traversed by a flood control channel as depicted on the site map shown on Exhibit B (the "ACFC Channel").

WHEREAS, in consideration for the execution of the Purchase Agreement, as assigned, the Owner has agreed to dedicate the ACFC Channel to the City or the City's designee as provided herein.

WHEREAS, Owner hereby agrees to irrevocably offer for dedication the fee interest in the ACFC Channel to the City or to the City's designee, as generally depicted on the attached site map and on the terms and conditions set forth below.

NOW, THEREFORE, incorporating the foregoing recitals, the Owner does hereby designate and set aside for future use as described hereto and irrevocably offer to dedicate to the City or the City's designee (the Alameda County Flood Control and Water Conservation District ("ACFC")), fee title to the ACFC Channel, as generally depicted on the attached site map, reserving therefrom: (1) a non-exclusive, assignable, easement for sewer purposes on, over, across and within those portions of the ACFC Channel as generally depicted on the attached site map (the "Sewer Easement Area"), including without limitation rights of access thereto, for the purposes of connecting to and the construction, maintenance, repair, reconstruction, maintenance and use of all existing sewer facilities and any additional sewer facilities within the Sewer Easement Area (the "Sewer Easement") in connection with the development and use of the Development Property; and (2) a non-exclusive, assignable, easement and right-of-way for a pedestrian and bicycle bridge and walkway and water pipeline on, over, across and within those portions of the ACFC Channel as generally depicted on the attached site map (the "Bridge/Walkway Area"), including without limitation rights of access thereto for purposes of construction, maintenance, repair and reconstruction of such bridge and walkway and water pipeline thereon by Owner, its successors and assigns, agents and representatives and for operation and use thereof (the "Bridge/Walkway Easement") by Owner, its successors and assigns, invitees and members of the public in connection with ingress and egress and access to and from the Park Property. The offer of dedication made herein is subject to the express condition that this offer of dedication may not be accepted prior to July 31, 2019.

The precise area to be dedicated as the ACFC Channel, the Sewer Easement Area and the Bridge/Walkway Area under this Agreement may be further refined through the recordation of a final map. The area to be dedicated as the ACFC Channel under this Agreement must be interpreted in a manner that is consistent with the recorded final map; provided however, if there is any conflict between the terms of this Agreement and the recorded final map (as it relates solely to the area defined as the ACFC Channel or the easements areas), the recorded final map shall control and compliance with the terms of dedication under the recorded final map shall constitute compliance with the terms of this Agreement.

This Irrevocable Offer to Dedicate shall continue in full force and effect until City Council or if directed by the City the governing board of the City's designee accepts such offer or if the offer to dedicate under the final map is accepted as provided thereunder. The dedication of the ACFC Channel shall be deemed to be completed upon acceptance of this Irrevocable Offer to Dedicate by the City Council, or if directed by the City the governing board of the City's designee, or if the offer to dedicate under the final map is accepted as provided thereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, Owner has caused this Irrevocable Offer to Dedicate to be executed as of the day and year first above written.

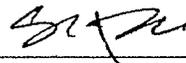
**OWNER:**

SOHAY - HAYWARD, L.P.,  
a Delaware limited partnership

By: NP-HS LOJV GP II, LLC,  
a Delaware limited liability company  
General Partner

By: NP-HS LOT OPTION JOINT VENTURE II, LLC,  
a Delaware limited liability company  
Sole Member

By: HEARTHSTONE PROFESSIONALS – PI, L.P.,  
a Delaware limited partnership

By:   
\_\_\_\_\_  
Steven C. Porath  
Authorized Person

Date: August 02, 2018

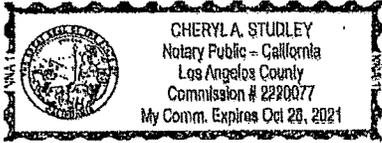
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 )  
COUNTY OF LOS ANGELES )

On JULY 30, 2018, before me, CHERYL A. STUDLEY, Notary Public, personally appeared STEVEN C. PORATH, 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.



Cheryl A Studley  
Name: CHERYL A. STUDLEY  
Notary Public

EXHIBIT A-1

DEVELOPMENT PROPERTY LEGAL DESCRIPTION

All of the real property in the City of Hayward, County of Alameda, State of California,  
described as follows:

APN: (SEE LEGAL ATTACHED)

Exhibit A

PARCEL 1:

PORTION OF THE TRACT OF LAND CONVEYED TO HAYWARD INVESTMENT COMPANY, BY DEED RECORDED JULY 10, 1913, BOOK 2166 DEEDS, PAGE 438, DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTHWEST LINE OF MISSION BOULEVARD AS THE SAME EXISTED PRIOR TO OCTOBER 29, 1929, DISTANT THEREON NORTH 42°35' WEST, 1963.76 FEET FROM THE INTERSECTION THEREOF WITH THE NORTHWEST LINE OF COUNTY ROAD NO. 314; THENCE FROM SAID POINT OF BEGINNING, SOUTH 47°25' WEST 345.69 FEET; THENCE NORTH 42°35' WEST, 63.00 FEET; THENCE NORTH 47°25' EAST, 345.69 FEET TO THE AFORESAID SOUTHWEST LINE OF MISSION BOULEVARD; THENCE SOUTH 42°35' EAST, 63.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM: THE INTEREST CONVEYED TO THE STATE OF CALIFORNIA BY INSTRUMENT RECORDED DECEMBER 16, 1929, BOOK 2254 OR, PAGE 290, "FOR HIGHWAY PURPOSES".

APN: 078C-0447-003-01

PARCEL 2:

PORTION OF THE TRACT CONVEYED BY A. W. MC COY, ET UX, TO HAYWARD INVESTMENT COMPANY BY DEED DATED MARCH 22, 1913 AND RECORDED JULY 10, 1913 IN BOOK 2166 OF DEEDS, AT PAGE 438, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHWESTERN LINE OF THE COUNTY ROAD LEADING FROM HAYWARD TO THE MISSION OF SAN JOSE, NOW STATE HIGHWAY, AS THE SOUTHWESTERN LINE OF SAID COUNTY ROAD, EXISTED ON OCTOBER 28, 1929, DISTANT THEREON NORTH 42°35' WEST 1900.76 FEET FROM THE INTERSECTION THEREOF WITH THE NORTHWESTERN LINE OF COUNTY ROAD NO. 314 AND RUNNING THENCE SOUTH 47°25' WEST 345.69 FEET; THENCE NORTH 42°35' WEST 63.00 FEET; THENCE NORTH 47°25' EAST 345.69 FEET TO THE SOUTHWESTERN LINE OF SAID COUNTY ROAD LEADING FROM HAYWARD TO THE MISSION OF SAN JOSE; THENCE ALONG THE LAST NAMED LINE, SOUTH 42°35' EAST 63.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THE STATE OF CALIFORNIA FOR HIGHWAY PURPOSES BY DEED FROM CHARLES H. GIBBS, A SINGLE MAN, DATED OCTOBER 29, 1929 AND RECORDED DECEMBER 16, 1929 IN BOOK 2254 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, AT PAGE 290.

APN: 078C-0447-003-02

PARCEL 3:

BEGINNING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF VALLE VISTA AVENUE 55 FEET WIDE, FORMERLY COUNTY ROAD NO. 1773 WITH THE NORTHEASTERN LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED BY ILTHE M. GREGG, AS THE ET UX, OF THE ESTATE BUNICE NOLAN, DECEASED, TO ORVILLE L. OLSON AND WIFE, DATED OCTOBER 14, 1948, AND RECORDED OCTOBER 25, 1948, IN BOOK 5639, OF OFFICIAL RECORDS, PAGE 319, RECORDED SERIES NO. AC/81771; RUNNING THENCE ALONG SAID NORTHEASTERN LINE: NORTH 43°45' WEST 252.02 FEET; THENCE SOUTH 47°25' WEST 75.99 FEET TO THE SOUTHWEST OF SAID NOLAN PARCEL; THENCE ALONG THE LAST MENTIONED LINE SOUTH 42°35' EAST 252.02 FEET TO THE CENTER OF VALLE VISTA AVENUE; THENCE ALONG THE LAST MENTIONED LINE NORTH 47°25' EAST 75.99 FEET TO THE POINT OF BEGINNING.

APN: 078C-0447-006-02

PARCEL 4:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERN LINE OF THE STATE HIGHWAY BETWEEN HAYWARD TO NILES, AS SAID LINE IS ESTABLISHED IN THE DEED TO THE STATE OF CALIFORNIA, DATED NOVEMBER 8, 1929 AND RECORDED DECEMBER 21, 1929 IN BOOK 2280 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, PAGE 108, WITH THE SOUTHEASTERN LINE OF VALLE VISTA AVENUE, AS DESCRIBED IN THE DEED TO COUNTY OF ALAMEDA, DATED OCTOBER 23, 1933, AND RECORDED NOVEMBER 13, 1933 IN BOOK 2992 OF OFFICIAL RECORDS, PAGE 190; RUNNING THENCE ALONG SAID LINE OF SAID STATE HIGHWAY SOUTH 42° 41' EAST, 79.40 FEET; THENCE SOUTH 47° 25' WEST, 325.28 FEET TO THE SOUTHWESTERN LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM THELMA G. ROGERS TO ODES L. WINGO AND WIFE DATED MARCH 22, 1946 AND RECORDED APRIL 6, 1946 UNDER RECORDER'S SERIES NO. TT/27630 IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY; THENCE ALONG THE LAST MENTIONED LINE NORTH 42° 35' WEST, 79.40 FEET TO SAID LINE OF VALLE VISTA AVENUE; THENCE ALONG LAST MENTIONED LINE NORTH 47° 25' EAST, 325.14 FEET TO THE POINT OF BEGINNING.

APN: 078C-0438-006

PARCEL 5:

BEGINNING AT A POINT IN THE CENTER LINE OF VALLE VISTA AVENUE KNOWN AS COUNTY ROAD NO. 7723 DISTANT THEREON S. 47° 25' W., 345.69 FEET FROM THE SOUTHWESTERN LINE OF THE ROAD LEADING FROM HAYWARD TO NILES KNOWN AS COUNTY ROAD NO. 89 AS SAID ROAD EXISTED PRIOR TO THE ESTABLISHMENT THEREOF AS A STATE HIGHWAY, 100' WIDE; RUNNING THENCE S. 42° 35' E., 25.00 FEET TO THE ACTUAL POINT OF COMMENCEMENT, BEING ON THE SOUTHEASTERN LINE OF SAID VALLE VISTA AVENUE; THENCE ALONG THE SAID SOUTHEASTERN LINE OF VALLE VISTA AVENUE S. 47° 25' W., 134.425 FEET; THENCE S. 42° 35' E., 327.82 FEET; THENCE N. 47° 25' E., 134.425 FEET; THENCE N. 42° 35' W., 327.82 FEET TO THE ACTUAL POINT OF COMMENCEMENT.

APN: 078C-0438-005

PARCEL 6:

BEGINNING AT A POINT ON THE SOUTHWESTERN LINE OF THE STATE HIGHWAY BETWEEN HAYWARD AND NILES, AS SAID LINE IS ESTABLISHED IN THE DEED TO THE STATE OF CALIFORNIA, DATED NOVEMBER 8, 1929, AND RECORDED DECEMBER 21, 1929, IN BOOK 2280, OF OFFICIAL RECORDS OF ALAMEDA COUNTY, PAGE 108, DISTANT THEREON SOUTH 42° 41' EAST, 79.40 FEET FROM THE POINT OF INTERSECTION THEREON, WITH THE SOUTHEASTERN LINE OF VALLE VISTA AVENUE, AS DESCRIBED IN THE DEED TO THE COUNTY, OF ALAMEDA, DATED OCTOBER 23, 1933 AND RECORDED NOVEMBER 13, 1933 IN BOOK 2992 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, PAGE 190; RUNNING THENCE ALONG SAID LINE OF SAID STATE HIGHWAY, SOUTH 42° 41' EAST (THE BEARING OF SAID LINE OF SAID STATE HIGHWAY BEING GIVEN AS SOUTH 42° 17' EAST IN SAID DEED TO THE STATE OF CALIFORNIA), 199.64 FEET; THENCE SOUTH 47° 25' WEST, PARALLEL WITH SAID LINE OF VALLE VISTA AVENUE, 325.60 FEET TO THE SOUTHWESTERN LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED FROM THELMA C. ROGERS TO ODES L. WINGO AND WIFE, DATED MARCH 22, 1946, RECORDED APRIL 6, 1946, UNDER RECORDER'S SERIES NO. TT-27630, ALAMEDA COUNTY RECORDS; THENCE ALONG THE LAST MENTIONED LINE NORTH 42° 35' WEST, 199.64 FEET TO A LINE DRAWN SOUTH 47° 25' WEST FROM THE POINT OF BEGINNING; THENCE ALONG THE LINE SO DRAWN NORTH 47° 25' EAST, 325.28 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.49 ACRES, MORE OR LESS.

APN: 078C-0438-007

PARCEL 7:

BEGINNING AT A POINT ON THE SOUTHWESTERN LINE OF MISSION BOULEVARD, FORMERLY THE STATE HIGHWAY BETWEEN HAYWARD AND NILES, AS SAID LINE WAS ESTABLISHED IN THE DEED TO THE STATE OF CALIFORNIA DATED NOVEMBER 8, 1929, RECORDED DECEMBER 21, 1929 IN BOOK 2280 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, PAGE 108, DISTANT THEREON SOUTH 42° 41' EAST (THE BEARING OF SAID LINE IN SAID DEED TO THE STATE OF CALIFORNIA BEING GIVEN AS SOUTH 42° 17' EAST) 279.04 FEET FROM THE POINT OF INTERSECTION THEREOF WITH THE SOUTHEASTERN LINE OF VALLE VISTA AVENUE, AS SAID AVENUE IS DESCRIBED IN THE DEED TO THE COUNTY OF ALAMEDA, DATED OCTOBER 23, 1933, RECORDED

NOVEMBER 13, 1933 IN BOOK 2992 OF OFFICIAL RECORDS, PAGE 190; RUNNING THENCE ALONG SAID SOUTHWESTERN LINE OF MISSION BOULEVARD, SOUTH 42° 41' EAST 100 FEET TO THE NORTHWESTERN LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM ODES L. WINGO AND HAZEL WINGO, HIS WIFE, TO LENA GUNSLEY, DATED JUNE 7, 1946, RECORDED JUNE 8, 1946 IN BOOK 4870 OF OFFICIAL RECORDS, PAGE 411; THENCE ALONG THE LAST MENTIONED LINE SOUTH 47° 25' WEST 325.77 FEET TO THE MOST WESTERN CORNER OF SAID GUNSLEY'S LAND; THENCE NORTH 42° 35' WEST 100 FEET UNTIL INTERSECTED BY A LINE DRAWN SOUTH 47° 25' WEST FROM THE POINT OF BEGINNING; THENCE ALONG THE LINE SO DRAWN, NORTH 47° 25' EAST 325.60 FEET TO THE POINT OF BEGINNING.

APN: 078C-0438-008

PARCEL 8:

BEGINNING AT A POINT ON THE SOUTHWESTERN LINE OF MISSION BOULEVARD, FORMERLY THE STATE HIGHWAY BETWEEN HAYWARD AND NILES, AS SAID LINE IS ESTABLISHED IN THE DEED TO THE STATE OF CALIFORNIA, DATED NOVEMBER 8, 1929 AND RECORDED DECEMBER 21, 1929 IN BOOK 2280 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, PAGE 108, DISTANT THEREON SOUTH 42° 41' EAST (THE BEARING OF SAID LINE IN SAID DEED TO THE STATE OF CALIFORNIA BEING GIVEN AS SOUTH 42° 17' EAST) 379.04 FEET FROM THE POINT OF INTERSECTION THEREOF WITH THE SOUTHEASTERN LINE OF VALLE VISTA AVENUE, AS SAID AVENUE IS DESCRIBED IN DEED TO THE COUNTY OF ALAMEDA, DATED OCTOBER 23, 1933, AND RECORDED NOVEMBER 13, 1933 IN BOOK 2992 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, PAGE 190, RUNNING THENCE ALONG THE SAID SOUTHWESTERN LINE OF MISSION BOULEVARD SOUTH 42° 41' EAST 100.00 FEET TO THE SOUTHEASTERN LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM CLANTON V. ROGERS TO THELMA C. ROGERS, DATED MARCH 25, 1924 AND RECORDED APRIL 15, 1924 IN BOOK 692 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, PAGE 176, THENCE ALONG THE SAID LAST MENTIONED LINE SOUTH 47° 25' WEST 325.94 FEET TO A POINT ON A SOUTHWESTERN LINE OF SAID ROGERS PARCEL OF LAND; THENCE ALONG THE SAID LAST MENTIONED LINE AND ITS DIRECT PRODUCTION NORTH 42° 35' WEST 100.00 FEET UNTIL INTERSECTED BY A LINE DRAWN SOUTH 47° 25' WEST FROM THE POINT OF BEGINNING; THENCE ALONG THE LINE SO DRAWN NORTH 47° 25' EAST 325.77 FEET TO THE POINT OF BEGINNING.

APN: 078C-0438-009

PARCEL 9:

BEGINNING AT A POINT ON THE SOUTHWESTERN LINE OF THE STATE HIGHWAY, FORMERLY THE COUNTY ROAD, RUNNING FROM HAYWARD TO MISSION SAN JOSE, AS THE SAME EXISTED PRIOR TO THE WIDENING THEREOF ON NOVEMBER 29, 1929, BY DEED FROM WILLIAM F. FITZGERALD TO THE STATE OF CALIFORNIA, RECORDED DECEMBER 11, 1930 IN BOOK 2517 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, PAGE 97, DISTANT THEREON NORTH 42° 35' WEST 1144.70 FEET FROM THE NORTHWESTERN LINE OF COUNTY ROAD NO. 314; RUNNING THENCE SOUTH 47° 25' WEST 345.69 FEET; THENCE NORTH 42° 35' WEST 126.01 FEET; THENCE NORTH 47° 25' EAST 345.69 FEET TO A POINT ON THE SAID SOUTHWESTERN LINE OF SAID COUNTY ROAD RUNNING FROM HAYWARD TO MISSION SAN JOSE, AND THENCE SOUTH 42° 35' EAST ALONG THE LAST LINE 126.01 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED BY WILLIAM P. FITZGERALD, A SINGLE PERSON, TO THE STATE OF CALIFORNIA, BY DEED DATED NOVEMBER 29, 1929 AND RECORDED DECEMBER 11, 1930 IN BOOK 2517 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, PAGE 97.

APN: 078C-0438-010

PARCEL 10:

COMMENCING AT THE SOUTHEASTERLY CORNER OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED JULY 10, 1963 ON REEL 932, IMAGE 313, ALAMEDA COUNTY RECORDS; THENCE ALONG A LINE COMMON TO THE PROPERTIES, NOW OR FORMERLY, OF GOTTLIEB WAESPI, ET UX. AND OF THE STATE OF CALIFORNIA N. 48° 43' 46" E., 325.32 FEET TO THE SOUTHWESTERLY LINE OF THE EXISTING STATE HIGHWAY LEADING FROM HAYWARD TO NILES, THENCE ALONG SAID SOUTHWESTERLY LINE S. 41° 21' 12" E., 166.70 FEET; THENCE FROM A TANGENT THAT BEARS S. 6° 46' 51" W., ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 215.00 FEET, THROUGH AN ANGLE OF 91° 11' 09", AN ARC LENGTH OF 342.17

FEET; THENCE N. 82° 02' 00" W., 29.10 FEET TO THE LINE COMMON TO THE PROPERTIES, NOW OR FORMERLY OF SAID GOTTLIEB WAESPI, ET UX. AND OF A. BERNARD MUTH; THENCE ALONG SAID COMMON PROPERTY LINE N. 41° 16' 14" W., 125.14 FEET TO THE POINT OF COMMENCEMENT.

CONTAINING 1.477 ACRES, MORE OR LESS.

APN: 078C-0438-011-01

PARCEL 11:

COMMENCING AT THE MOST SOUTHERLY CORNER OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED JULY 10, 1963 ON REEL 932, IMAGE 313, ALAMEDA COUNTY RECORDS; THENCE ALONG THE LINE COMMON TO THE PROPERTIES, NOW OR FORMERLY OF A. BERNARD MUTH AND OF GOTTLIEB WAESPI, ET UX. AND ITS PROLONGATION S. 41° 16' 14" E., 414.57 FEET TO THE NORTHEASTERLY CORNER OF THE PROPERTY OF A. BERNARD MUTH, ET UX.; THENCE ALONG THE SOUTHEASTERLY LINE OF LAST SAID PROPERTY S. 48° 43' 46" W., 493.68 FEET TO THE CENTER LINE OF DIXON STREET; THENCE ALONG SAID CENTER LINE N. 41° 16' 14" W., 307.35 FEET; THENCE N. 7° 58' 00" E., 132.23 FEET; THENCE N. 4° 09' 09" E., 299.07 FEET TO THE NORTHWESTERLY LINE OF THE PROPERTY OF SAID A. BERNARD MUTH; THENCE ALONG SAID NORTHWESTERLY LINE N. 48° 43' 46" E., 180.50 FEET TO THE NORTHEASTERLY PROPERTY LINE OF SAID A. BERNARD MUTH; THENCE ALONG LAST SAID LINE S. 41° 16' 14" E., 189.01 FEET TO THE POINT OF COMMENCEMENT.

CONTAINING 5.563 ACRES MORE OR LESS IN ADDITION TO 0.183 OF AN ACRE, MORE OR LESS IN SAID DIXON STREET.

APN: 078C-0438-019-01

PARCEL 12:

PARCEL ONE:

BEGINNING AT A POINT ON THE NORTHWESTERN LINE OF COUNTY ROAD NO. 314, ALSO KNOWN AS THE COUNTY ROAD LEADING TO ALVARADO, DISTANT THEREON SOUTH 44° 30' 25" WEST, 840.61 FEET FROM THE POINT OF INTERSECTION THEREOF WITH THE SOUTHWESTERN LINE OF COUNTY ROAD LEADING FROM HAYWARD TO THE MISSION OF SAN JOSE; RUNNING THENCE NORTH 42° 35' WEST; 935.6 FEET TO THE ACTUAL POINT OF BEGINNING OF THE HEREIN DESCRIBED PREMISES; THENCE SOUTH 47° 25' WEST, 487.47 FEET; THENCE NORTH 44° 12' 30" WEST, 77.87 FEET; THENCE NORTH 47° 25' EAST, 489.68 FEET; THENCE SOUTH 42° 35' EAST, 77.84 FEET TO THE ACTUAL POINT OF BEGINNING.

PARCEL TWO:

AN EASEMENT FOR INGRESS AND EGRESS OVER THE EASTERN 10 FEET OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM MARTIN J. KANDLER, ET UX, TO LAWRENCE RAMOS, SR., ET AL, RECORDED OCTOBER 14, 1958, IN BOOK 8812 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, PAGE 389.

APN: 078C-0435-002-01

PARCEL 13:

BEGINNING AT A POINT ON THE NORTHWESTERN LINE OF ALQUIRE ROAD, ALSO KNOWN AS COUNTY ROAD NO. 314, DISTANT THEREON SOUTH 44° 52' WEST 1302.84 FEET FROM THE INTERSECTION THEREOF, WITH THE SOUTHWESTERN LINE OF NILES ROAD; RUNNING THENCE ALONG SAID LINE OF ALQUIRE ROAD, SOUTH 44° 52' WEST 300 FEET TO THE EASTERN LINE OF THE RIGHT OF WAY DESCRIBED IN THE DEED FROM D. VAN NES TO THE WESTERN PACIFIC RAILWAY COMPANY, DATED MARCH 17, 1906, RECORDED JUNE 23, 1906, IN BOOK 1180 OF DEEDS, PAGE 150, ALAMEDA COUNTY RECORDS; THENCE ALONG THE LAST NAMED LINE NORTH 31° 58' WEST 1459.30 FEET; THENCE SOUTH 44° 20' EAST 1420.40 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION OF THE ABOVE DESCRIBED PARCEL OF LAND CONTAINED IN A

STRIP OF LAND 41.00 FEET WIDE, RIGHT ANGLE MEASUREMENTS, LYING NORTHEASTERLY OF AND CONTIGUOUS TO THE SOUTHWESTERN LINE OF SAID PARCEL AS CONVEYED BY DEED TO ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT RECORDED JUNE 10, 1963 IN REEL 905, PAGE 916, SERIES NO. AU-96861, ALAMEDA COUNTY OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION OF LAND CONVEYED BY DEED TO ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT RECORDED MARCH 7, 1967 IN REEL 1926, IMAGE 297, SERIES NO. AZ-20352, ALAMEDA COUNTY OFFICIAL RECORDS.

APN: 083-0460-006-03

PARCEL 14:

BEGINNING FOR REFERENCE AT A POINT IN THE NORTHWESTERLY BOUNDARY LINE OF VALLE VISTA ROAD, FORMERLY COUNTY ROAD NO. 314, DISTANT THEREON 1168.47 FEET SOUTHWESTERLY FROM THE SOUTHWESTERLY BOUNDARY LINE OF THE COUNTY ROAD, NOW STATE HIGHWAY, BETWEEN HAYWARD AND MISSION SAN JOSE, AS THE SAME EXISTED ON DECEMBER 7, 1928; THENCE ALONG THE NORTHEASTERLY LINE OF THAT CERTAIN PARCEL DESCRIBED IN THE DEED TO THE CITY OF HAYWARD, RECORDED MAY 5, 1969, IN REEL 2395, IMAGE 909, OFFICIAL RECORDS OF ALAMEDA COUNTY, AND ITS NORTHWESTERLY PROLONGATION N. 41°16'14" W., 407.86 FEET TO THE TRUE POINT OF COMMENCEMENT; THENCE S. 48°43'46" W., 144.55 FEET TO THE PROPERTY LINE COMMON TO THE LANDS, NOW OR FORMERLY, OF THE FRONTIERS FOR CHRIST, A CALIFORNIA CORPORATION, AND OF THE STATE OF CALIFORNIA; THENCE ALONG LAST SAID LINE S. 42°53'44" E., 382.29 FEET TO THE NORTHWESTERLY LINE OF SAID CITY OF HAYWARD PARCEL; THENCE ALONG LAST SAID LINE N. 45°48'57" E., 39.68 FEET; THENCE N. 72°42'59" W., 79.78 FEET; THENCE N. 5°12'59" W., 230.56 FEET TO SAID PROLONGATION; THENCE N. 41°16'14" W., 125.66 FEET TO THE TRUE POINT OF COMMENCEMENT.

APN: 078C-0436-010-03

PARCEL 15:

BEGINNING AT A POINT ON THE CENTER LINE OF COUNTY ROAD NO. 7722, KNOWN AS DIXON STREET, AS SAID ROAD IS DESCRIBED IN THE DEED TO COUNTY OF ALAMEDA, DATED OCTOBER 1, 1933, RECORDED NOVEMBER 16, 1933, IN BOOK 2999 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, PAGE 130, DISTANT THEREON NORTH 42° 35' WEST 460.82 FEET FROM THE NORTHWESTERN LINE OF COUNTY ROAD NO. 314, KNOWN AS ALQUIRE ROAD, FORMERLY VALLE VISTA ROAD, AND RUNNING THENCE ALONG SAID LINE OF DIXON ROAD NORTH 42° 35' WEST 114 FEET; THENCE SOUTH 47° 25' WEST 225.05 FEET; THENCE NORTH 42° 35' WEST 171.12 FEET; THENCE SOUTH 47° 25' WEST 257.03 FEET TO THE SOUTHWESTERN LINE OF THE 4 ACRE PARCEL OF LAND DESCRIBED, IN THE DEED BY LENA B. NORTON TO ELIZABETH BIDWELL PATTERSON, DATED SEPTEMBER 28, 1935, RECORDED OCTOBER 9, 1935, IN BOOK 3221 OF SAID OFFICIAL RECORDS, PAGE 223; THENCE ALONG THE LAST MENTIONED LINE SOUTH 44° 12' 30" EAST 285.23 FEET TO A LINE DRAWN SOUTH 47° 25' WEST FROM THE POINT OF BEGINNING; THENCE NORTH 47° 25' EAST 473.99 FEET TO SAID POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION DESCRIBED IN THE DEED TO ROLF RAYMOND HARADER et ux, DATED MARCH 2, 1962, RECORDED MARCH 5, 1962, REEL 528, IMAGE 844 (AT-28989), ALAMEDA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM ALL THAT PORTION OF THE ABOVE PARCEL LYING NORTHERLY AND EASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING FOR REFERENCE AT THE SOUTHWESTERLY TERMINUS OF "SOUTH 47° 25' WEST, 225.05 FEET" THENCE ALONG LAST SAID COURSE N 48° 43' 46" E, 77.70 FEET TO THE TRUE POINT OF COMMENCEMENT; THENCE S 6° 40' 00" W, 74.84 FEET; THENCE S 48° 43' 46" W, 1.96 FEET; THENCE S 41° 16' 14" E, 64.00 FEET MARCH 30, 1998 INSTRUMENT NO. 105886, ALAMEDA COUNTY RECORDS.

APN: 078C-0436-001-07 AND 078C-0435-006

PARCEL 16:

PARCEL ONE:

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERN LINE OF THE STATE HIGHWAY LEADING FROM HAYWARD TO NILES, AS SAID NORTHEASTERN LINE IS DESCRIBED IN THE DEED FROM GEORGE M. HUNKEN, ET UX, TO STATE OF CALIFORNIA, DATED OCTOBER 22, 1929, RECORDED DECEMBER 6, 1929, IN BOOK 2266 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, PAGE 135, (Z/79205), WITH THE SOUTHEASTERN LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM GEORGE M. HUNKEN, ET UX, TO RICHARD J. MURPHY, ET AL., DATED JANUARY 10, 1931, RECORDED JANUARY 16, 1931, IN BOOK 2489, OF SAID OFFICIAL RECORDS, PAGE 417, (BB/2964), RUNNING THENCE ALONG SAID NORTHEASTERN LINE OF SAID STATE HIGHWAY; SOUTHEASTERLY 116.01 FEET TO THE SOUTHEASTERN LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM JOSEPH E. COSTA, ET UX, TO GEORGE M. HUNKEN, DATED FEBRUARY 26, 1929, RECORDED FEBRUARY 28, 1929, IN BOOK 2032 OF SAID OFFICIAL RECORDS, PAGE 281, (Z/14150); THENCE ALONG SAID LAST MENTIONED LINE, NORTHEASTERLY 351.88 FEET, MORE OR LESS, TO THE NORTHEASTERN LINE OF THE PARCEL OF LAND DESCRIBED IN SAID LAST MENTIONED DEED; THENCE ALONG SAID LAST MENTIONED LINE, NORTHWESTERLY 116.01 FEET TO THE SOUTHEASTERN LINE OF THE PARCEL OF LAND DESCRIBED IN SAID DEED TO RICHARD J. MURPHY, ET AL., ABOVE REFERRED TO; AND THENCE ALONG SAID LAST MENTIONED LINE, SOUTHWESTERLY 351.88 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL TWO:

AN EASEMENT APPURTENANT TO PARCEL 1 HEREIN DESCRIBED, FOR INGRESS AND EGRESS, SEWER AND ALL PUBLIC UTILITY PURPOSES, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERN LINE OF THE COUNTY ROAD LEADING FROM HAYWARD TO NILES, KNOWN AS MISSION BOULEVARD, AS SAID ROAD EXISTED PRIOR TO THE WIDENING THEREOF, BY DEED TO THE STATE OF CALIFORNIA, DATED OCTOBER 11, 1929, HEREINAFTER REFERRED TO, DISTANT THEREON, NORTH 42°45' WEST, 1308.186 FEET FROM THE POINT OF INTERSECTION THEREOF, WITH THE MOST WESTERN CORNER OF VALLE VISTA SCHOOL LOT, SO CALLED; RUNNING THENCE NORTH 47°15' EAST, 485.48 FEET; THENCE NORTH 42°45' WEST, 30 FEET; THENCE SOUTH 47°15' WEST, 485.48 FEET TO SAID LINE OF MISSION BOULEVARD; AND THENCE, ALONG THE LAST NAMED LINE, SOUTH 42°45' EAST, 30 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE SOUTHWESTERN 23.7 FEET, MORE OR LESS, AS CONVEYED TO THE STATE OF CALIFORNIA, BY DEED DATED OCTOBER 11, 1929, RECORDED NOVEMBER 29, 1929, IN BOOK 2248, OF OFFICIAL RECORDS OF ALAMEDA COUNTY, AT PAGE 242.

APN: 078C-0455-004

PARCEL 17:

PORTION OF THE TRACT OF LAND CONTAINING 1-1/2 ACRES, MORE OR LESS, DESCRIBED IN THE DEED TO GEORGE M. HUNKEN, RECORDED FEBRUARY 28, 1929, BOOK 2032, OFFICIAL RECORDS, PAGE 381, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHWESTERN BOUNDARY LINE OF SAID TRACT OF LAND, WITH THE NORTHEASTERN LINE OF MISSION BOULEVARD, FORMERLY KNOWN AS THE STATE HIGHWAY, LEADING FROM HAYWARD TO NILES, AS SAID NORTHEASTERN LINE IS DEFINED IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED DECEMBER 6, 1929, IN BOOK 2266, OFFICIAL RECORDS, PAGE 135; RUNNING THENCE SOUTHEASTERLY ALONG SAID LINE OF MISSION BOULEVARD, 58.005 FEET; THENCE NORTHEASTERLY, PARALLEL WITH SAID NORTHWESTERN BOUNDARY LINE OF THE TRACT OF LAND DESCRIBED IN SAID DEED TO GEORGE M. HUNKEN, 351.88 FEET, MORE OR LESS, TO THE NORTHEASTERN BOUNDARY LINE OF SAID TRACT; THENCE NORTHWESTERLY ALONG THE LAST NAMED LINE, 58.005 FEET TO THE NORTHWESTERN BOUNDARY LINE OF SAID TRACT; THENCE SOUTHWESTERLY ALONG THE LAST NAMED LINE, 351.88 FEET TO THE POINT OF BEGINNING.

APN: 078C-0455-003

PARCEL 18:

PARCEL ONE:

COMMENCING AT A POINT ON THE NORTHEASTERN LINE OF THE COUNTY ROAD LEADING FROM HAYWARD TO NILES, KNOWN AS MISSION BOULEVARD, AS SAID ROAD EXISTED PRIOR TO THE WIDENING THEREOF BY DEED TO THE STATE OF CALIFORNIA, DATED OCTOBER 11, 1929, RECORDED NOVEMBER 29, 1929, IN BOOK 2248 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, AT PAGE 242, DISTANT THEREON NORTH 42° 45' WEST 1338.186 FEET FROM THE POINT OF INTERSECTION THEREOF WITH THE MOST WESTERN CORNER OF VALLE VISTA SCHOOL LOT, SO CALLED; RUN THENCE NORTH 47° 15' EAST 375.48 FEET TO THE ACTUAL POINT OF BEGINNING; AND RUNNING THENCE NORTH 47° 15' EAST 110 FEET; THENCE NORTH 42° 45' WEST 232.02 FEET; THENCE SOUTH 47° 15' WEST 110 FEET; AND THENCE SOUTH 42° 45' EAST 232.02 FEET TO THE ACTUAL POINT OF BEGINNING.

PARCEL TWO:

AN EASEMENT FOR INGRESS AND EGRESS, SEWER AND ALL PUBLIC UTILITY PURPOSES, AS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 ABOVE DESCRIBED, IN, UNDER, OVER AND ALONG A STRIP OF LAND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERN LINE OF THE COUNTY ROAD LEADING FROM HAYWARD TO NILES, KNOWN AS MISSION BOULEVARD, AS SAID ROAD EXISTED PRIOR TO THE WIDENING THEREOF BY DEED TO THE STATE OF CALIFORNIA, DATED OCTOBER 11, 1929, HEREINAFTER REFERRED TO, DISTANT THEREON NORTH 42° 45' WEST 1308.186 FEET FROM THE POINT OF INTERSECTION THEREOF WITH THE MOST WESTERN CORNER OF VALLE VISTA SCHOOL LOT, SO CALLED; RUNNING THENCE NORTH 47° 15' EAST 485.48 FEET; THENCE NORTH 42° 45' WEST 30 FEET; THENCE SOUTH 47° 15' WEST 485.48 FEET TO SAID LINE OF MISSION BOULEVARD; AND THENCE ALONG THE LAST NAMED LINE SOUTH 42° 45' EAST 30 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, THE SOUTHWESTERN 23.7 FEET, MORE OR LESS, SO CONVEYED TO THE STATE OF CALIFORNIA BY DEED DATED OCTOBER 11, 1929, RECORDED NOVEMBER 29, 1929, IN BOOK 2248 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, AT PAGE 242.

APN: 078C-0455-005-02

PARCEL 19:

BEING A PORTION OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM THE ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT TO THE CITY OF HAYWARD RECORDED 08-03, 2018, UNDER RECORDER'S SERIES NO. 2018-152491, ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LYING ON THE WESTERLY LINE OF SAID LANDS OF THE CITY OF HAYWARD, FROM WHICH THE SOUTHWESTERLY CORNER THEREOF BEARS SOUTH 30° 55' 21" EAST 23.50 FEET;

1. THENCE NORTH 30° 55' 21" WEST 652.84 FEET ALONG LAST SAID LINE;
2. THENCE NORTH 09° 22' 21" EAST 111.62 FEET TO THE EASTERLY LINE OF THE LANDS OF THE CITY OF HAYWARD;
3. THENCE SOUTH 30° 55' 21" EAST 744.99 FEET ALONG LAST SAID LINE;
4. THENCE SOUTH 43° 11' 56" WEST 42.63 FEET TO THE POINT OF BEGINNING

PORTION OF APN: 083-0460-011

PARCEL 20:

BEING A PORTION OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM THE SAN FRANCISCO BAY AREA TRANSIT DISTRICT TO THE CITY OF HAYWARD, RECORDED 08-03, 2018, UNDER RECORDER'S SERIES NO 2018-152490, ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF THE LANDS OF THE CITY OF HAYWARD, FROM WHICH THE SOUTHWESTERLY CORNER BEARS SOUTH 30° 55' 21" EAST 23.50 FEET;

1. THENCE SOUTH 43° 11' 56" WEST 9.77 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1700.00 FEET;
2. THENCE WESTERLY 80.47 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2° 42' 43" TO A LINE THAT IS PARALLEL WITH AND 18.50 FEET NORTHERLY OF THE SOUTHERLY LINE OF SAID LAND OF THE CITY OF HAYWARD;

3. THENCE SOUTH 45° 54' 39" WEST 107.76 FEET ALONG SAID PARALLELL LINE TO THE WESTERLY LINE OF SAID LANDS OF THE CITY OF HAYWARD;
  4. THENCE NORTH 21° 46' 07" WEST 526.51 FEET ALONG LAST SAID LINE TO THE SOUTHEASTERLY LINE OF THAT CERTAIN EASEMENT DEED TO ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT RECORDED MAY 5, 1971 ON REEL 2843, AT IMAGE 598, OFFICIAL RECORDS OF ALAMEDA COUNTY;
  5. THENCE NORTH 28° 46' 01" EAST 56.01 ALONG THE NORTHEASTERLY PROLONGATION OF LAST SAID LINE;
  6. THENCE NORTH 09° 22' 21" WEST 163.59 FEET TO THE EASTERLY LINE OF THE LANDS OF THE CITY OF HAYWARD;
  7. THENCE SOUTH 30° 55' 21" EAST 652.84 ALONG LAST SAID LINE TO THE POINT OF BEGINNING.
- PORTION OF APN; 083-0460-010

EXHIBIT A-2

PARK PROPERTY LEGAL DESCRIPTION

All of the real property in the City of Hayward, County of Alameda, State of California,  
described as follows:

APN: 078C-0438-011-01

A.P.N.: 078C-438-011-01

Exhibit A

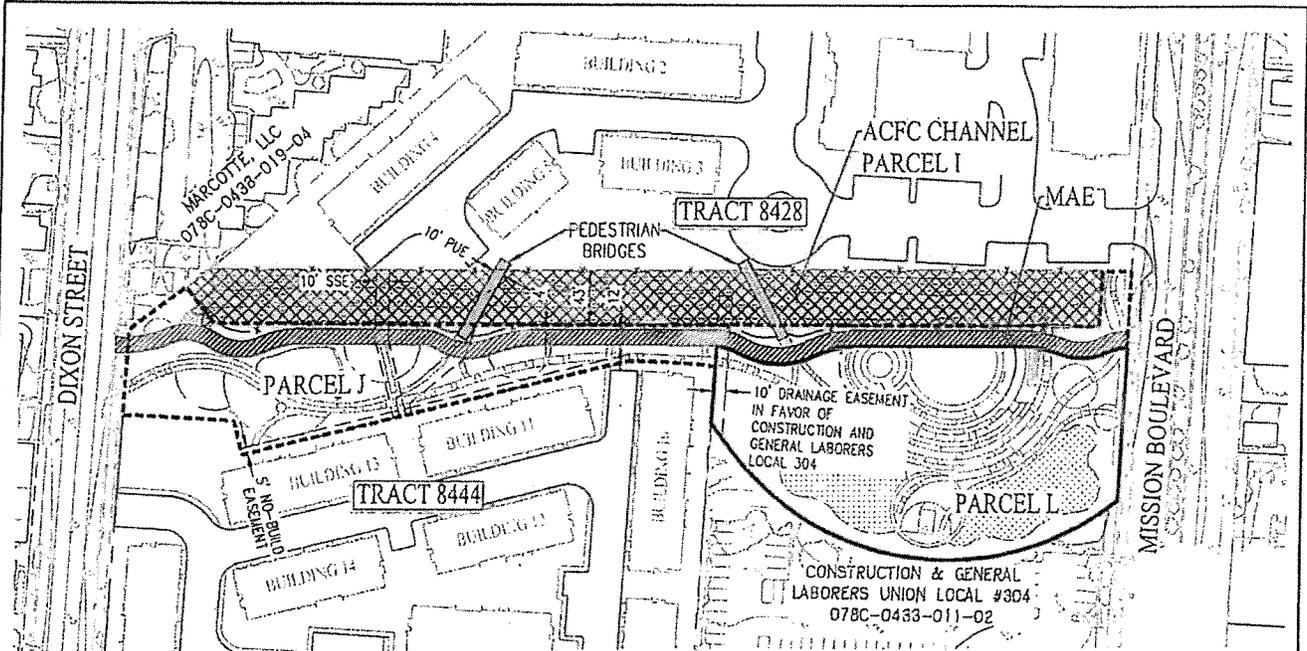
THAT PARCEL OF LAND, IN THE CITY OF HAYWARD; COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED IN THAT GRANT DEED AF 32589, RECORDED JUNE 1, 1965, IN REEL 1516, IMAGE 973 DOCUMENT NUMBER AX74768, OFFICIAL RECORDS OF ALAMEDA COUNTY, TO THE STATE OF CALIFORNIA, DESCRIBED THEREIN:

"COMMENCING AT THE SOUTHEASTERLY CORNER OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED JULY 10, 1963 ON REEL 932, IMAGE 313, ALAMEDA COUNTY RECORDS; THENCE ALONG A LINE COMMON TO THE PROPERTIES, NOW OR FORMERLY, OF GOTTLIEB WAESPI, ET UX. AND OF THE STATE OF CALIFORNIA N. 48°43'46" E., 325.32 FEET TO THE SOUTHWESTERLY LINE OF THE EXISTING STATE HIGHWAY LEADING FROM HAYWARD TO NILES; THENCE ALONG SAID SOUTHWESTERLY LINE S. 41°21'12" E., 166.70 FEET; THENCE FROM A TANGENT THAT BEARS 5.6°46'51" W., ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 215.00 FEET, THROUGH AN ANGLE OF 91°11'09", AN ARC LENGTH OF 342.17 FEET; THENCE N. 82°02'00" W., 29.10 FEET TO THE LINE COMMON TO THE PROPERTIES, NOW OR FORMERLY OF SAID GOTTLIEB WAESPI, ET UX. AND OF A. BERNARD MUTH; THENCE ALONG SAID COMMON PROPERTY LINE N. 41°16'14" W., 125.14 FEET TO THE POINT OF COMMENCEMENT.

CONTAINING 1.477 ACRES, MORE OR LESS.

EXHIBIT B

SITE MAP



**LEGEND**

-  MAINTENANCE ACCESS EASEMENT (MAE) TO ACFC (SEE NOTE 1); the portion of Parcel J encumbered by the MAE is also called "MAE Parcel"
-  FEE PARCEL TO ACFC (PARCEL I) TO BE MAINTAINED BY ACFC
-  PUBLIC PARK (PARCEL L)
-  PUBLIC PARK (PARCEL J)
-  PEDESTRIAN BRIDGE
-  EASEMENT

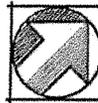
**NOTE:**

1. MAE PROVIDES ACCESS FOR ACFC TO MAINTAIN THEIR ADJACENT CHANNEL. THE MAE IS INSTALLED AS PART OF THE PARK IMPROVEMENT PLANS.

**TRACT 8428  
SOHAY PARK  
IMPROVEMENT AGREEMENT**

CITY OF HAYWARD ALAMEDA COUNTY CALIFORNIA

DATE: AUGUST 2019 SCALE: 1" = 100'

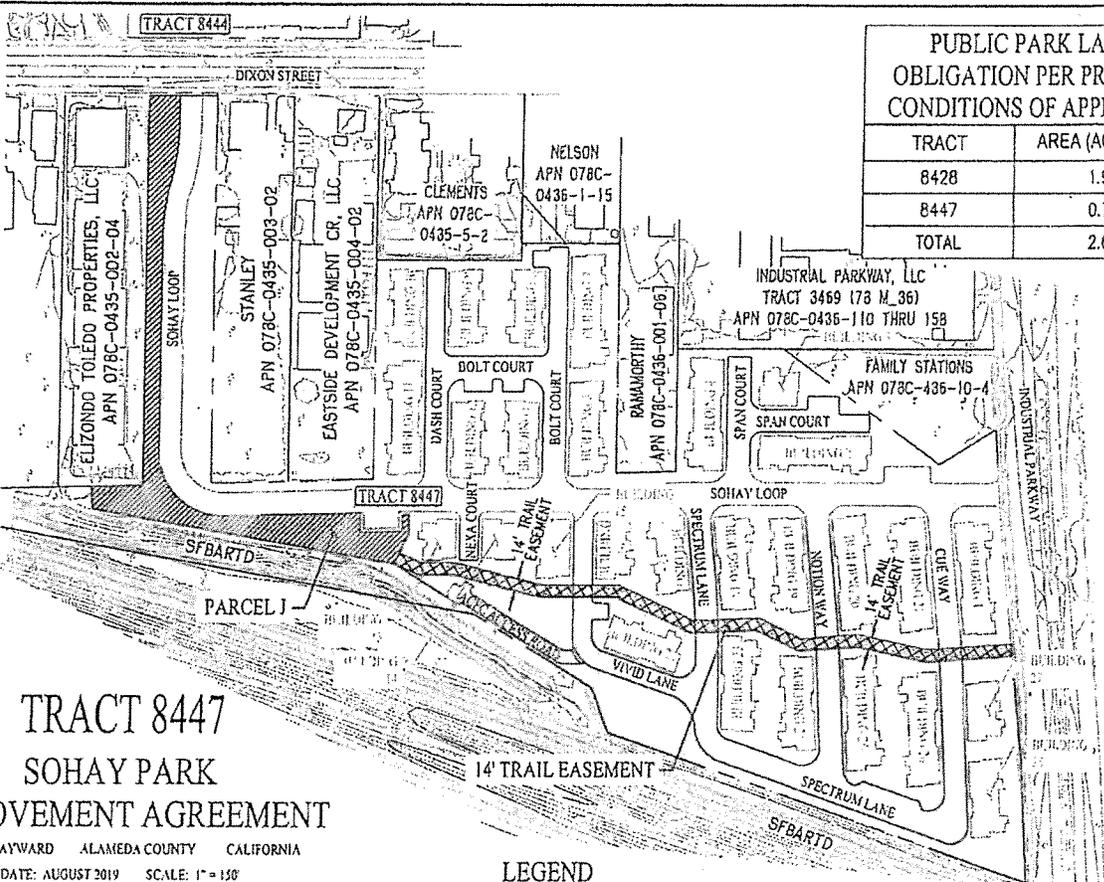


**cbg**

CIVIL ENGINEERS • SURVEYORS • PLANNERS

SAN RAMON (925) 869-0322  
SACRAMENTO (916) 375-1877  
WWW.CBAHOLE.COM

SHEET NO.  
**1**  
OF 2 SHEETS



PUBLIC PARK LAND OBLIGATION PER PROJECT CONDITIONS OF APPROVAL	
TRACT	AREA (ACREAGE)
8428	1.9±
8447	0.7±
TOTAL	2.6±

**TRACT 8447**  
**SOHAY PARK**  
**IMPROVEMENT AGREEMENT**

CITY OF HAYWARD ALAMEDA COUNTY CALIFORNIA  
 DATE: AUGUST 2019 SCALE: 1" = 130'

**cbg** SAN RAMON (925) 866-0322  
 SACRAMENTO (916) 375-1877  
 WWW.CBANDU.COM  
 CIVIL ENGINEERS • SURVEYORS • PLANNERS



**LEGEND**

- PARCEL J
- TRAIL EASEMENT

SHEET NO.  
**2**  
 OF 2 SHEETS

**DOCUMENT  
DIVIDER  
PAGE**

**Irrevocable Offer to Dedicate  
(Park Parcel)**

**So-Hay to City/HARD**

15

54606-1429235

RECORDING REQUESTED BY

North American Title

AND WHEN RECORDED MAIL DOCUMENT TO:

NAME City of Hayward

STREET 777 B Street

ADDRESS Hayward, CA 94541

CITY, STATE & ZIP CODE Attn: City Manager

CERTIFIED A TRUE COPY OF THE ORIGINAL  
RECORDED IN THE OFFICIAL RECORDS OF  
SAID COUNTY ON Alameda

Under Recorder's Serial No. 2018152498

NORTH AMERICAN TITLE COMPANY, INC.

By KDover

SPACE ABOVE FOR RECORDER'S USE ONLY

IRREVOCABLE OFFER TO DEDICATE (PARK PARCEL)

Title of Document

Pursuant to Senate Bill 2 – Building Homes and Jobs Act (GC Code Section 27388.1), effective January 1, 2018, a fee of seventy-five dollars (\$75.00) shall be paid at the time of recording of every real estate instrument, paper, or notice required or permitted by law to be recorded, except those expressly exempted from payment of recording fees, per each single transaction per parcel of real property. The fee imposed by this section shall not exceed two hundred twenty-five dollars (\$225.00).

- Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax
- Exempt from fee per GC 27388.1 (a) (2); recorded concurrently "in connection with" a transfer subject to the imposition of documentary transfer tax (DTT).
- Exempt from fee per GC 27388.1 (a) (2); recorded concurrently "in connection with" a transfer of real property that is a residential dwelling to an owner-occupier.
- Exempt from fee per GC 27388.1 (a) (1); fee cap of \$225.00 reached.
- Exempt from the fee per GC 27388.1 (a) (1); not related to real property.

THIS COVER SHEET ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(\$3.00 Additional Recording Fee Applies)

Recorded at Request of:  
City of Hayward and

When Recorded Mail to and  
Mail Tax Statements to:

City of Hayward  
777 B Street  
Hayward, California 94541  
Attn: City Manager

THE AREA ABOVE IS RESERVED FOR RECORDER'S USE

APN No. 078C-0438-011-01

This Irrevocable Offer to Dedicate is recorded at the request and for the benefit of the City of Hayward and is exempt from the payment of a recording fee pursuant to Government Code Sections 27383, and 27388.1(a)(1)(D) and payment of documentary transfer tax pursuant to Revenue and Taxation Code Section 11922.

IRREVOCABLE OFFER TO DEDICATE  
(Park Parcel)

August 02

THIS IRREVOCABLE OFFER TO DEDICATE is made as of ~~July~~ August 02, 2018 by SoHay - Hayward, L.P., a Delaware limited partnership (the "Owner").

WHEREAS, under Director's Deed (DD-032589-01-01) (the "Director's Deed") the City of Hayward, a California charter city ("City") acquired certain real property more particularly described on Exhibit A and depicted as the "Park Parcel" on the site map shown on Exhibit B (the "Park Parcel"). Under the Director's Deed, the Park Parcel is subject to a public park use restriction through December 10, 2029.

WHEREAS, William Lyon Homes, Inc., a California corporation ("Lyon") and the City, are parties to that certain Purchase and Sale Agreement dated May 16, 2017, as such may be amended from time to time (the "Purchase Agreement"), under which the City agreed to transfer the Park Parcel to Lyon.

WHEREAS, Lyon assigned the Purchase Agreement to the Owner, on or before the date hereof.

WHEREAS, the transfer of the Park Parcel is subject to the Conditions of Approval dated May 17, 2018, for General Plan Amendment, Rezoning, Vesting Tentative Map (Tract 8428) (the

"Conditions of Approval") which requires the Owner to dedicate the Park Parcel to the City or the City's designee and to construct park improvements thereon.

WHEREAS, Owner hereby agrees to irrevocably offer for dedication the Park Parcel (subject to any reserved access easements, the requirements of the California Department of Transportation ("Caltrans") as set forth in the Director's Deed, and the Revocable Offer to Dedicate (ACFC Chancel) for the benefit of the City or its designee recorded substantially concurrently herewith (collectively, the "Permitted Exceptions")) to the City or to the City's designee, as generally depicted on the attached site map.

NOW, THEREFORE, incorporating the foregoing recitals, the Owner does hereby designate and set aside for future use as described hereto and irrevocably offer to dedicate to the City or the City's designee (the Hayward Area Recreational and Park District ("HARD")), fee title to the Park Parcel, as generally depicted on the attached site map, subject to the Permitted Exceptions and the express requirement that this offer of dedication may not be accepted prior to July<sup>31</sup>, 2019. The precise area to be dedicated as the Park Parcel under this Agreement may be further refined through the recordation of a final map, but in no event shall the area dedicated hereunder be less than one (1) acre in size. The area to be dedicated as the Park Parcel under this Agreement must be interpreted in a manner that is consistent with the recorded final map; provided however, if there is any conflict between the terms of this Agreement and the recorded final map (as it relates to the solely to the area defined as the Park Parcel), the recorded final map shall control and compliance with the terms of dedication under the recorded final map shall constitute compliance with the terms of this Agreement.

This Irrevocable Offer to Dedicate shall continue in full force and effect until City Council or if directed by the City, the governing board of the City's designee accepts such offer or if the offer to dedicate under the final map is accepted as provided thereunder. The dedication of the Park Parcel shall be deemed to be completed, upon acceptance of this Irrevocable Offer to Dedicate by the City Council, or, if directed by the City, the governing board of the City's designee or if the offer to dedicate under the final map is accepted as provided thereunder.

If and to the extent the City accepts the dedication of the Park Parcel hereunder, the City shall take all steps necessary or required under that certain Option Agreement by and between the City and HARD, dated as of August 02, 2018, to effectuate the terms thereof and deliver fee title to the Park Parcel, at no cost, to HARD by grant deed as soon as practicable.

[Signature Page Follows]

IN WITNESS WHEREOF, Owner has caused this Irrevocable Offer to Dedicate to be executed as of the day and year first above written.

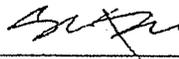
**OWNER:**

SOHAY - HAYWARD, L.P.,  
a Delaware limited partnership

By: NP-HS LOJV GP II, LLC,  
a Delaware limited liability company  
General Partner

By: NP-HS LOT OPTION JOINT VENTURE II, LLC,  
a Delaware limited liability company  
Sole Member

By: HEARTHSTONE PROFESSIONALS - PI, L.P.,  
a Delaware limited partnership

By:   
\_\_\_\_\_  
Steven C. Porath  
Authorized Person

Date: August 02, 2018

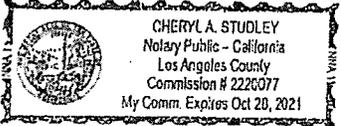
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 )  
COUNTY OF LOS ANGELES )

On JULY 30, 2018, before me, CHERYL A. STUDLEY, Notary Public, personally appeared STEVEN C. PARATH, 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.



Cheryl A Studley  
Name: CHERYL A. STUDLEY  
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

All of the real property in the City of Hayward, County of Alameda, State of California,  
described as follows:

APN: 078C-0438-011-01

A.P.N.: 078C-438-011-01

Exhibit A

THAT PARCEL OF LAND, IN THE CITY OF HAYWARD; COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED IN THAT GRANT DEED AF 32589, RECORDED JUNE 1, 1965, IN REEL 1516, IMAGE 973 DOCUMENT NUMBER AX74768, OFFICIAL RECORDS OF ALAMEDA COUNTY, TO THE STATE OF CALIFORNIA, DESCRIBED THEREIN:

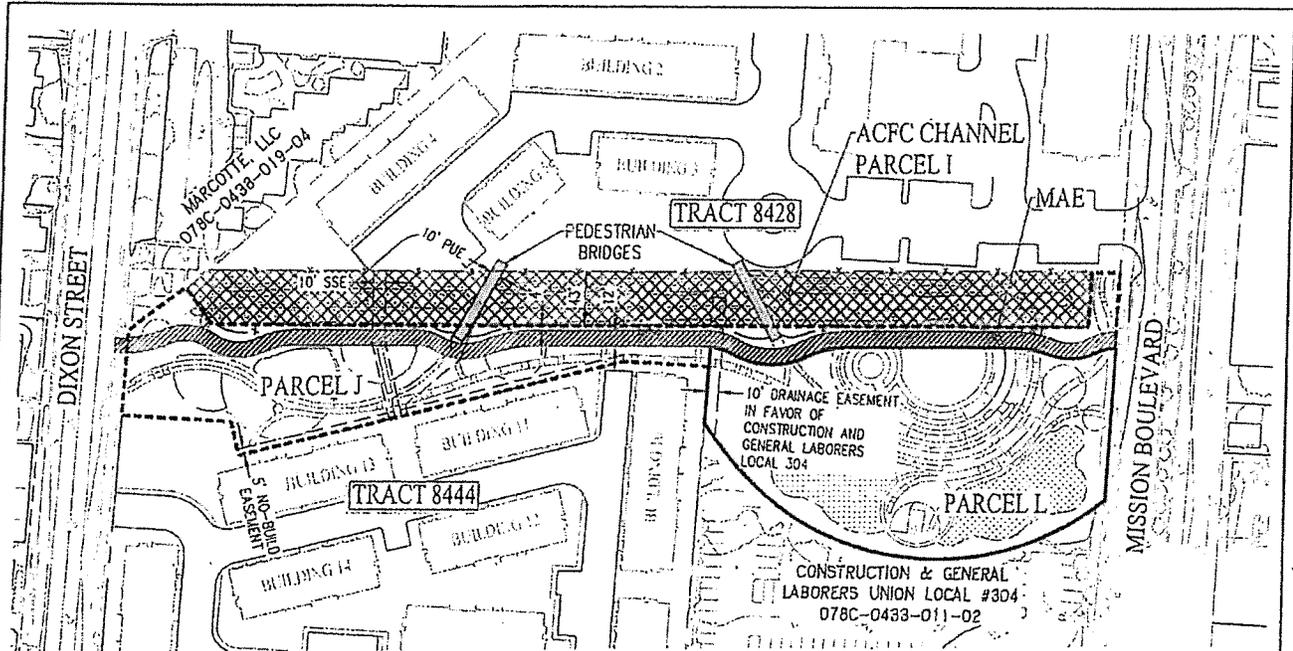
"COMMENCING AT THE SOUTHEASTERLY CORNER OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED JULY 10, 1963 ON REEL 932, IMAGE 313, ALAMEDA COUNTY RECORDS; THENCE ALONG A LINE COMMON TO THE PROPERTIES, NOW OR FORMERLY, OF GOTTLIEB WAESPI, ET UX. AND OF THE STATE OF CALIFORNIA N. 48°43'46" E., 325.32 FEET TO THE SOUTHWESTERLY LINE OF THE EXISTING STATE HIGHWAY LEADING FROM HAYWARD TO NILES; THENCE ALONG SAID SOUTHWESTERLY LINE S. 41°21'12" E., 166.70 FEET; THENCE FROM A TANGENT THAT BEARS 5.6°46'51" W., ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 215.00 FEET, THROUGH AN ANGLE OF 91°11'09", AN ARC LENGTH OF 342.17 FEET; THENCE N. 82°02'00" W., 29.10 FEET TO THE LINE COMMON TO THE PROPERTIES, NOW OR FORMERLY OF SAID GOTTLIEB WAESPI, ET UX. AND OF A. BERNARD MUTH; THENCE ALONG SAID COMMON PROPERTY LINE N. 41°16'14" W., 125.14 FEET TO THE POINT OF COMMENCEMENT.

CONTAINING 1.477 ACRES, MORE OR LESS.

EXHIBIT B

SITE MAP

163312367415.8



**LEGEND**

-  MAINTENANCE ACCESS EASEMENT (MAE) TO ACFC (SEE NOTE 1); the portion of Parcel J encumbered by the MAE is also called "MAE Parcel"
-  FEE PARCEL TO ACFC (PARCEL I) TO BE MAINTAINED BY ACFC
-  PUBLIC PARK (PARCEL L)
-  PUBLIC PARK (PARCEL J)
-  PEDESTRIAN BRIDGE
-  EASEMENT

**NOTE:**  
 1. MAE PROVIDES ACCESS FOR ACFC TO MAINTAIN THEIR ADJACENT CHANNEL. THE MAE IS INSTALLED AS PART OF THE PARK IMPROVEMENT PLANS.

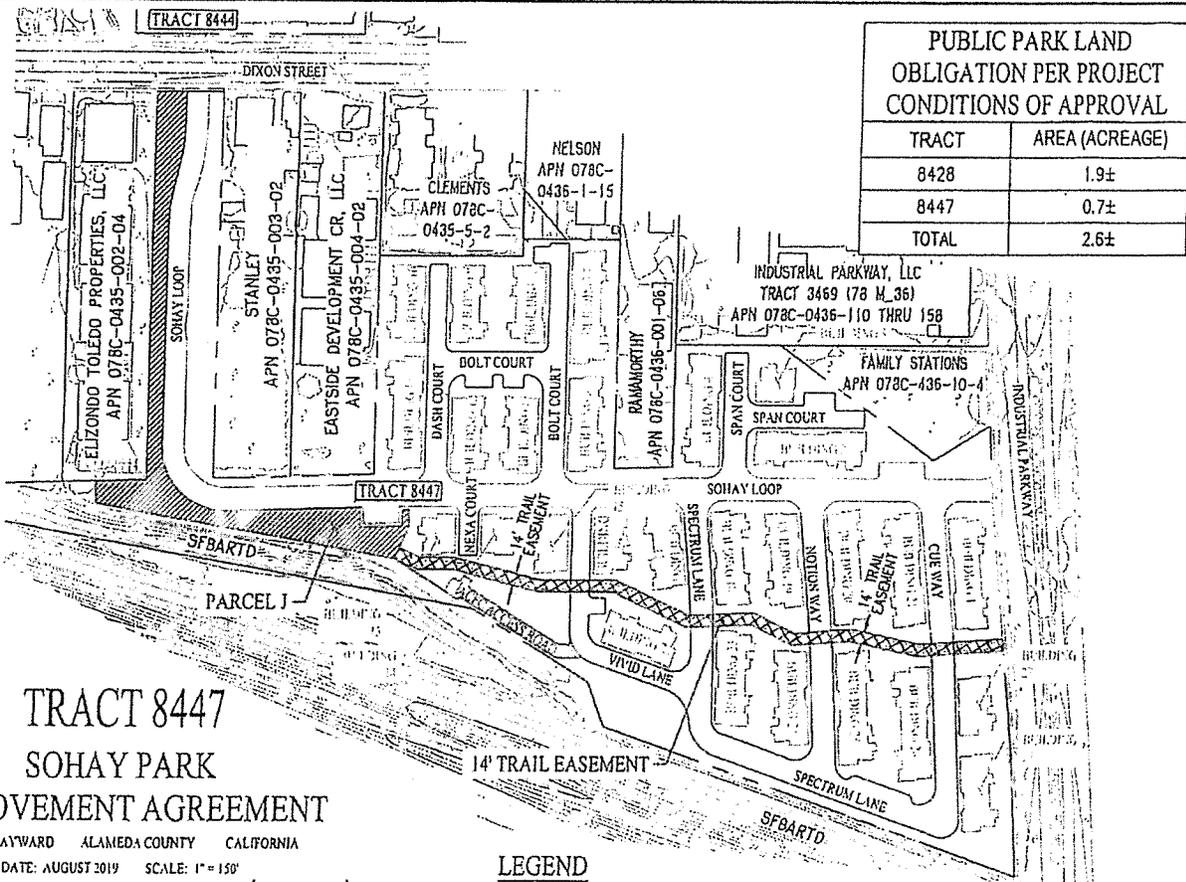
**TRACT 8428  
 SOHAY PARK  
 IMPROVEMENT AGREEMENT**

CITY OF HAYWARD ALAMEDA COUNTY CALIFORNIA  
 DATE: AUGUST 2019 SCALE: 1" = 100'



**cbg** SAN RAMON (925) 866-0322  
 SACRAMENTO (916) 375-1677  
 WWW.CBAHQ.COM  
 CIVIL ENGINEERS • SURVEYORS • PLANNERS

SHEET NO.  
**1**  
 OF 13 SHEETS

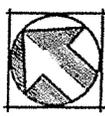


PUBLIC PARK LAND OBLIGATION PER PROJECT CONDITIONS OF APPROVAL	
TRACT	AREA (ACREAGE)
8428	1.9±
8447	0.7±
TOTAL	2.6±

# TRACT 8447 SOHAY PARK IMPROVEMENT AGREEMENT

CITY OF HAYWARD ALAMEDA COUNTY CALIFORNIA  
DATE: AUGUST 2019 SCALE: 1" = 150'

**cbg** SAN RAMON (925) 868-0322  
SACRAMENTO (916) 376-1877  
WWW.CRAHOI.COM  
CIVIL ENGINEERS • SURVEYORS • PLANNERS



**LEGEND**

- PARCEL J
- TRAIL EASEMENT

SHEET NO.  
**2**  
OF 11 SHEETS

EXHIBIT 4

PARK IMPROVEMENT SPECIFICATION LIST

Please refer to Landscape Improvement Plans for Sohay Park prepared by Urban Arena, dated 05-07-19, in the final form approved by the City, on file and available for review in the City Of Hayward Public Works Department, Engineering Division.

EXHIBIT 5

NOTICE OF COMPLETION OF OBLIGATIONS

Exhibit 5-1

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

City of Hayward  
777 B Street  
Hayward, CA 94541  
Attn: City Manager

---

(Space Above For Recorder's Use)

APN NOs: \_\_\_\_\_

**NOTICE OF COMPLETION  
(Park Improvement Agreement)**

Pursuant to Section 14.1 of that certain Park Improvement Agreement dated as of September \_\_, 2019, as such may be amended (the "Park Improvement Agreement"), entered into by and among the City of Hayward, a California charter city (the "*City*"), and William Lyon Homes, Inc., a California corporation (the "*Developer*") and the Hayward Area Recreation and Park District, a California special district ("*HARD*"), *HARD* and the City hereby certify that the Developer of the real property more particularly described in Exhibit A (the "*Property*") has met its obligations under Park Improvement Agreement regarding the construction of the Park Improvements, Trail improvements, and Pedestrian Bridges on the Property, and has met its various other obligations specified in the Park Improvement Agreement.

This Notice of Completion shall serve as conclusive evidence that the Developer has completed construction and development of the Park Improvements, Trail improvements, and Pedestrian Bridges on the Property in conformance with the terms of the Park Improvement Agreement.

This Notice of Completion shall not be deemed to be either a notice of completion under the California Civil Code or a certificate of occupancy. This Notice of Completion shall not constitute evidence of compliance with the prevailing wage requirements of California Labor Code Sections 1720 et seq, or the requirements set forth in Section 8 of the Park Improvement Agreement.

Capitalized terms used in this Notice of Completion which are not defined herein shall have the meanings given such terms in the Park Improvement Agreement.

IN WITNESS WHEREOF, The City and HARD have caused their duly authorized representatives to execute this instrument as of \_\_\_\_\_, 20\_\_.

HAYWARD AREA RECREATION AND  
PARK DISTRICT, a California special district

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

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

Its: \_\_\_\_\_

CITY:

CITY OF HAYWARD, a California charter city

By: \_\_\_\_\_  
Kelly McAdoo, City Manager

Date: \_\_\_\_\_, 20\_\_

APPROVED AS TO FORM:  
Michael Lawson, City Attorney

By: \_\_\_\_\_  
Joseph Brick, Assistant City Attorney

Date: \_\_\_\_\_, 20\_\_

ATTEST:

By: \_\_\_\_\_  
Miriam Lens, City Clerk

Date: \_\_\_\_\_, 20\_\_

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 \_\_\_\_\_ )

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.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public

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 \_\_\_\_\_ )

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.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

Real property in the City of Hayward, County of Alameda, State of California, described as follows: