

1 **CONTRA COSTA COUNTY BOARD OF SUPERVISORS'**
2 **RESOLUTION NO.**

3 CONTRA COSTA COUNTY BOARD OF SUPERVISORS
4 RESOLUTION OF NECESSITY
5 TO ACQUIRE CERTAIN REAL PROPERTY
6 OR INTEREST IN REAL PROPERTY BY EMINENT DOMAIN
7 HIGHWAY 04-CC-4-PM 39.1 to 40.2

8 The Board of Supervisors of Contra Costa County, California,
9 by vote of four-fifths or more of its members, RESOLVES that:

10 This resolution is adopted pursuant to Code of Civil Procedure
11 Section 1240.140 and Streets and Highway Code Section 760. County
12 is adopting resolution to allow the State of California to
13 construct a road reconstruction project, a public improvement,
14 consisting of the widening and improving of State Route 4 from
15 Loveridge Road to Somersville Road, reconstruction of the Loveridge
16 Road interchange and replacement of Century Boulevard overcrossing,
17 in the vicinity of the City of Pittsburg and, in connection
18 therewith, acquire interests in certain real property.

19 The property to be acquired consists of six parcels from two
20 property owners and is generally located in the Pittsburg area.
21 The said properties are more particularly described in Appendix
22 "A", attached hereto and incorporated herein by this reference.

23 On January 9, 2009, notice of the County's intention to adopt
24 a resolution of necessity for acquisition by eminent domain of the
25 real property described in Appendix "A" was sent to persons whose
 names appear on the last equalized County Assessment Roll as owners
 of said property. The notice specified February 24, 2009, at 9:30

1 a.m. in the Board of Supervisors Chambers in the Administration
2 Building, 651 Pine Street, Martinez, California as the time and
3 place for the hearing hereon.

4 The hearing was held at that time and place and all
5 interested parties were given an opportunity to be heard and based
6 upon the evidence presented to it, this Board finds, determines and
7 hereby declares the following:

- 8 1. The public interest and necessity required the proposed
9 project; and
- 10 2. The proposed project is planned and located in the manner,
11 which will be most compatible with the greatest public good
12 and the least private injury; and
- 13 3. The property described herein is necessary for the proposed
14 project; and
- 15 4. The offer required by Section 7267.2 of the Government Code
16 was made to the owner or owners of record.
- 17 5. Insofar as any of the property described in this resolution
18 has heretofore been dedicated to a public use, the
19 acquisition and use of such property by the State for the
20 purposes identified herein is for a more necessary public
21 use than the use to which the property has already been
22 appropriated or for a compatible public use. This
23 determination and finding is made and this resolution is
24 adopted pursuant to Code of Civil Procedures 1240.510 and
25 1240.610.

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Through the joint exercise of their power of eminent domain, the County is adopting a resolution of necessity to allow the State to acquire property in Contra Costa County for State highway purposes. The County finds that the acquisition under Streets and Highways Code section 760 will promote the interest of the County and that the acquisition has been recommended in writing by the Department of Transportation.

RESOLVED by this Board that the State of California Department of Transportation is hereby authorized and empowered:

To acquire, in the State's name, by condemnation, the titles, easements and rights of way hereinafter described in and to said real property or interest(s) therein in accordance with the provisions for eminent domain in the Code of Civil Procedure and the Constitution of the California:

- Fee: 60071-1, 60076-1.
- Permanent Easement: 60071-3, 60071-4, 60076-3.
- Temporary Construction Easement: 60071-2.

To prepare and prosecute in the State's name such proceedings in the proper court as are necessary for such acquisition;

1 To deposit the probable amount of compensation, based on an
2 appraisal, and to apply to said court for an order permitting the
3 State to take immediate possession and use of said real property
4 for said public uses and purposes.

5
6 PASSED and ADOPTED on _____ by the following vote:

7 AYES:

8 NOES:

9 ABSENT:

10

11 I HEREBY CERTIFY that the foregoing resolution was duly and
12 regularly introduced, passed and adopted by the vote of four fifths
13 or more of the Board of Supervisors of Contra Costa County,
14 California, at a meeting of said Board of Directors on the date
15 indicated above.

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18 Date: _____

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APPENDIX "A"

Land Descriptions for Fee and/or easement from two landowners in the City of Pittsburg, Contra Costa County, State of California are attached hereto and labeled:

60071 (CALIFORNIA NORTH S9)

60071-1 (FEE TITLE)

60071-2 (TEMPORARY CONSTRUCTION EASEMENT)

60071-3 (PUBLIC UTILITY EASEMENT)

60071-4 (MSE WALL FOOTING EASEMENT)

60076 (FUND VIII PITTSBURG, LLC)

60076-1 (FEE TITLE)

60076-3 (MSE WALL EASEMENT)

APPENDIX "A"

Those certain parcels of land situated in the City of Pittsburg, County of Contra Costa, State of California, described as follows:

PARCEL 60071-1 (California North S9):

A portion of Parcel "A", as said Parcel "A" is shown on the Parcel Map, filed on July 10, 1979, in Book 78 of Parcel Maps, Page 36, in the Office of the County Recorder of said County, and more particularly described as follows:

Beginning at the most northerly corner of said Parcel "A"; thence South $17^{\circ}43'29''$ West, along the easterly line of said Parcel "A", 10.472 meters; thence North $78^{\circ}06'15''$ West 49.824 meters to the general northerly line of said Parcel "A"; thence along said general northerly line, the course and curvature thereof as follows:

North $86^{\circ}42'55''$ East 13.883 meters to the beginning of a curve; and, easterly, on said curve to the right, and having a radius of 221.881 meters, a central angle of $9^{\circ}51'00''$, an arc length of 38.145 meters to the Point of Beginning.

Containing 303.1 square meters, more or less.

This conveyance is made for the purpose of a freeway and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights including access rights, appurtenant to grantor's remaining property, in and to said freeway.

PARCEL 60071-3 (California North S9):

An easement for public utility purposes and incidents thereto, over, upon, across and under a portion of Parcel "A", as said Parcel "A" is shown on the Parcel Map, filed on July 10, 1979, in Book 78 of Parcel Maps, Page 36, in the Office of the County Recorder of said County, and more particularly described as follows:

Commencing at the most northerly corner of said Parcel "A"; thence South 17°43'29" West, along the easterly line of said Parcel "A", 11.880 meters to the True Point of Beginning of the parcel of land herein to be described; thence North 78°06'15" West 15.518 meters; thence South 11°53'45" West 4.716 meters to the beginning of a non-tangent curve, a radial line to said beginning of said curve bears North 11°03'41" East; thence easterly, along said curve to the right, and having a radius of 1359.628 meters, a central angle of 00°38'03", an arc length of 15.051 meters to said easterly line; thence North 17°43'29" East, along said easterly line, 4.604 meters to the True Point of Beginning.

Containing 70.8 square meters, more or less.

PARCEL 60071-4 (California North S9):

An easement for retaining wall footing purposes and incidents thereto, under, along, upon and across a portion of Parcel "A", as said Parcel "A" is shown on the Parcel Map, filed on July 10, 1979, in Book 78 of Parcel Maps, Page 36, in the Office of the County Recorder of said County, and more particularly described as follows:

Commencing at the most northerly corner of said Parcel "A"; thence South 17°43'29" West, along the easterly line of said Parcel "A", 10.472 meters to the True Point of Beginning of the parcel of land herein to be described; thence continuing South 17°43'29" West, along said easterly line, 1.408 meters to a point, that is, distant thereon South 17°43'29" West 11.880 meters from said northerly corner; thence North 78°06'15" West, leaving said easterly line, 54.841 meters to the general northerly line of said Parcel "A"; thence North 86°42'55" East, along said general northerly line, 5.346 meters to a line that bears North 78°06'15" West from said True Point of Beginning; thence South 78°06'15" East, along last said line, 49.824 meters to the True Point of Beginning.

Containing 73.3 square meters, more or less.

PARCEL 60071-2 (California North S9):

A temporary easement (for a period of six [6] consecutive months expiring no later than March 31, 2010) for construction purposes and incidents thereto, upon, over, along and across a portion of Parcel "A", as said Parcel "A" is shown on the Parcel Map, filed on July 10, 1979, in Book 78 of Parcel Maps, Page 36, in the Office of the County Recorder of said County, and more particularly described as follows:

Commencing at the most northerly corner of said Parcel "A"; thence South $17^{\circ}43'29''$ West, along the easterly line of said Parcel "A", 11.880 meters; thence North $78^{\circ}06'15''$ West 15.518 meters to the True Point of Beginning of the parcel of land herein to be described; thence continuing North $78^{\circ}06'15''$ West, 39.323 meters to the general northerly line of said Parcel "A"; thence South $86^{\circ}42'55''$ West, along said general northerly line, 11.456 meters to the prolongation of a line, that is, parallel with and distant, 3.000 meters, southerly, measured at right angles from the hereinabove described course having a length of "39.323 meters"; thence South $78^{\circ}06'15''$ East, along said prolongation and said parallel line, 50.380 meters to a line that bears South $11^{\circ}53'45''$ West from said True Point of Beginning; thence North $11^{\circ}53'45''$ East, along last said line, 3.000 meters to the True Point of Beginning.

Containing 134.6 square meters, more or less.

The Grantor has full use of the encumbered area in the hereinabove described 134.6-square meter parcel of land, except for the six-month period.

The bearings and distances used in the above description are on the California Coordinate System of 1983, Zone 3. Multiply the above distances by 1.0000632 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature 
Licensed Land Surveyor

Date 1/7/2009



APPENDIX "A"

"CONTINUED"

Those certain parcels of land situated in the City of Pittsburg, County of Contra Costa, State of California, being those portions of the parcel of land described in deed from Franklin Pheasant Ridge Associates to Fund VIII PR Pittsburg, L.L.C., recorded October 12, 2005, as Document No. 2005-0389754-00, Records of Contra Costa County, State of California, described as follows:

PARCEL 60076-1 (Fund VIII PR Pittsburg, LLC):

Beginning at a point on the westerly line of said parcel of land, that is, distant thereon, South 26°34'34" West 1.584 meters from the most northerly corner of said parcel of land; thence easterly, on a non-tangent curve to the right, from a radial line that bears North 17°07'13" East to said point, having a radius of 5,988.005 meters, through an angle of 0°53'41", an arc distance of 93.517 meters to a point on the northerly line of said parcel of land; thence westerly, along said northerly line, on a non-tangent curve to the left, from a radial line that bears North 18°49'20" East to last said point, having a radius of 9,115.705 meters, through an angle 0°35'11", an arc distance of 93.282 meters to said northerly corner; thence South 26°34'34" West, along said westerly line of said parcel of land, 1.584 meters to the Point of Beginning.

Containing 69.2 square meters, more or less.

This conveyance is made for the purpose of a freeway and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights including access rights, appurtenant to grantor's remaining property, in and to said freeway.

PARCEL 60076-3 (Fund VIII PR Pittsburg, LLC):

An easement for the purposes of maintenance and construction of a Mechanically Stabilized Earth Wall (M.S.E. Wall) and incidents thereto, over, under, along, and across a portion of said parcel of land hereinabove described in said deed recorded October 12, 2005, and more particularly described as follows:

Beginning at a point on the westerly line of said parcel of land, that is, distant thereon, South 26°34'34" West 1.584 meters from the most northerly corner of said parcel of land; thence easterly, on a non-tangent curve to the right, from a radial line that bears North 17°07'13" East to said point, having a radius of 5,988.005 meters, through an angle of 0°53'41", an arc distance of 93.517 meters to a point on the northerly line of said parcel of land; thence easterly, along said northerly line, on a non-tangent curve to the right, from a radial line that bears North 18°49'20" East to last said point, having a radius of 9,115.705 meters, through an angle of 0°18'26", an arc distance of 48.862 meters to the most easterly corner of said parcel of land; thence South 17°35'15" West, along the easterly line of said parcel of land, 3.001 meters to a point on the continuation of a curve, that is, concentric with and distant 3.000 meters, southerly, measured radially from said northerly line; thence westerly, along said continuation and last said curve, from a radial line that bears North 19°07'47" East to last said point, having a radius of 9,112.705 meters, through an angle 0°18'27", an arc distance of 48.906 meters to a point on a curve, that is, concentric with and distant 3.000 meters, southerly, measured radially from the hereinabove described curve having a radius of "5,988.005 meters"; thence westerly, along last said concentric curve and its continuation, on a non-tangent curve to the left, from a radial line that bears North 18°00'54" East to last said point, having a radius of 5,985.005 meters, through an angle of 0°53'58", an arc distance of 93.949 meters to said westerly line of said parcel of land; thence North 26°34'34" East, along said westerly line, 3.041 meters to the Point of Beginning.

Containing 427.9 square meters, more or less.

Excepting from the hereinabove described 427.9-square meter parcel of land, those portions of land described in EXCEPTION ONE and EXCEPTION TWO, as follows:

EXCEPTION ONE:

Commencing at the southwesterly corner of the hereinabove described 427.9-square meter parcel of land; thence easterly, along the southerly line of said 427.9-square meter parcel of land, on a non-tangent curve to the right, from a radial line that bears North 17°06'56" East to said corner, having a radius of 5,985.005 meters, through an angle of 0°02'06", an arc distance of 3.649 meters to the True Point of Beginning of the parcel of land herein to be described; thence continuing

easterly, along said southerly line, on said curve to the right, through an angle of $0^{\circ}03'57''$, an arc distance of 6.882 meters; thence North $41^{\circ}47'01''$ West, leaving said southerly line, 5.239 meters; thence North $72^{\circ}49'48''$ West 0.730 of a meter; thence South $48^{\circ}48'46''$ West 3.172 meters to the True Point of Beginning.

Containing 10.3 square meters, more or less.

EXCEPTION TWO:

Commencing at the southeasterly corner of the hereinabove described 427.9-square meter parcel of land; thence westerly, along the southerly line of said 427.9-square meter parcel of land, on a non-tangent curve to the left, from a radial line that bears North $19^{\circ}07'47''$ East to said corner, having a radius of 9,112.705 meters, through an angle of $0^{\circ}02'14''$, an arc distance of 5.927 meters to the True Point of Beginning of the parcel of land herein to be described; thence continuing westerly, along said southerly line, on said curve to the left, through an angle of $0^{\circ}01'12''$, an arc distance of 3.195 meters; thence North $70^{\circ}01'47''$ East, leaving said southerly line, 2.481 meters; thence South $19^{\circ}57'47''$ East 2.013 meters to the True Point of Beginning.

Containing 2.5 square meters, more or less.

The hereinabove described PARCEL 60076-3 contains a net area of 415.1 square meters, more or less.

Together with the right of ingress to and egress from the above described 415.1 square meter parcel of land, by way of such roads or passageways as may now or hereafter exist to sufficiently accommodate Grantee's maintenance and or construction equipment, to include, but not limited to its maintenance vehicle, over, along and across Grantor's remaining property; provided, however, that Grantee shall not unreasonably interfere with grantor's use of such roads or passageways.

Grantor, hereby reserves the right to use said easement area for purposes which will not interfere with Grantee's full enjoyment of the rights hereby granted; provided that Grantor, its successors or assigns shall not erect, place or construct any permanent building or other structures, construct any fence, or plant or install anything that will interfere with the rights herein granted to Grantee within said easement area.

The bearings and distances used in the above description are on the California Coordinate System of 1983, Zone 3. Multiply the above distances by 1.0000632 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

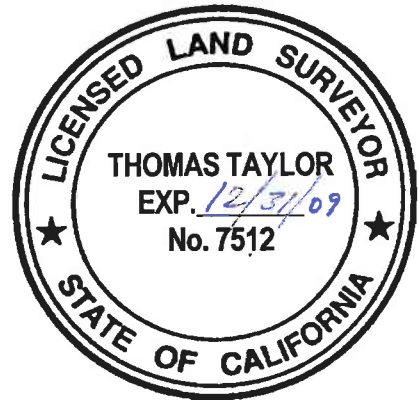
Signature



Licensed Land Surveyor

Date

1/8/2009



DEPARTMENT OF TRANSPORTATION

DIVISION OF RIGHT OF WAY
111 GRAND AVENUE
P. O. BOX 23440, MS-11A
OAKLAND, CA 94623-0440
PHONE (510) 286-5400
FAX (510) 286-5379
TTY (800) 735-2929

**EXHIBIT "B"**

*Flex your power!
Be energy efficient!*

January 9, 2009

4-CC-4
EA 228592

From: The State of California, Department of Transportation, District 4, Oakland, CA

To: Contra Costa County Board of Supervisors, 651 Pine Street, Martinez, CA 94553-1275

RE: HIGHWAY CONSTRUCTION PROJECT FOR THE WIDENING OF STATE ROUTE 4
FROM LOVERIDGE ROAD TO SOMERSVILLE ROAD IN THE CITY OF PITTSBURG

In accordance with Code of Civil Procedure Section 760 and Cooperative Agreement #4-2055/CCTA #90.14.15 executed on August 1, 2006, the State of California through its Department of Transportation hereby recommends to the Board of Supervisors for Contra Costa County that it approve the adoption of the attached resolution of necessity to acquire the property herein described as necessary for the planned widening of State Highway Four from Loveridge Road to Somersville Road in the City of Pittsburg.

A handwritten signature in black ink, appearing to read "R.A. MacPherson".

R.A. MACPHERSON
Deputy District Director
State of California, Department of Transportation
District 4/Right of Way

EXHIBIT "C"

Caltrans #4-2055

CCTA #90.14.15

COOPERATIVE AGREEMENT

AMONG
COUNTY OF CONTRA COSTA,
THE STATE OF CALIFORNIA,
AND THE CONTRA COSTA TRANSPORTATION AUTHORITY

FOR THE ACQUISITION OF REAL PROPERTY NECESSARY FOR THE STATE ROUTE 4 (E) WIDENING - LOVERIDGE TO SOMERSVILLE PROJECT

THIS AGREEMENT is effective the 1st day of August, 2006 among the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (referred to herein as COUNTY), the STATE OF CALIFORNIA, acting by and through its Department of Transportation (referred to herein as STATE), and the CONTRA COSTA TRANSPORTATION AUTHORITY, a public entity (referred to herein as AUTHORITY) pursuant to the provisions of California Streets and Highways Code section 130. COUNTY, STATE and AUTHORITY are collectively referred to herein as the Parties.

RECITALS

- A. The project that is the subject of this Agreement consists of the widening and improving of State Highway Route 4 from west of Loveridge Road to west of Somersville Road, reconstruction of the Loveridge Road interchange, and the replacement of the Century Blvd. overcrossing, together with the acquisition of land necessary for said project (hereinafter collectively referred to as "Project").
- B. STATE and COUNTY intend by this Agreement to jointly exercise their powers of eminent domain pursuant to Code of Civil Procedure section 1240.140 and Streets and Highways Code section 760. The purpose of this Agreement is to allocate responsibilities as between AUTHORITY, STATE and COUNTY for the acquisition of property necessary or convenient for the Project including, but not limited to, the exercise of the power of eminent domain. This Agreement does not constitute the creation of an agency or entity which is separate from the Parties.
- C. The property or interests therein to be acquired pursuant to this Agreement are listed in Exhibit A, attached hereto and incorporated herein by this reference (hereinafter the "Property").
- D. On July 21, 2005, STATE approved the proposed Project and adopted an Environmental Impact Report pertaining to this Project that was certified on July 21, 2005. On June 27, 2006, COUNTY approved the proposed Project and adopted the certified Environmental Impact Report pertaining to this Project. On October 19, 2005, AUTHORITY approved the proposed Project and adopted the certified Environmental Impact Report pertaining to this Project. The certified Environmental Impact Report authorizes the acquisition of the properties necessary for the Project.

AGREEMENT

1. Term. The term of this Agreement shall be from the effective date until the Property described in this Agreement is acquired by STATE and all related right-of-way activities for the Project are completed by STATE or June 30, 2012, whichever shall first occur.
2. STATE's Obligations. STATE will be responsible for acquiring the Property necessary for the Project. STATE will exercise the necessary powers relating to property acquisition for the Project,

July 14, 2006

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with the exception of holding resolution of necessity hearings. With that exception, STATE will have the power to take whatever steps are necessary to initiate and conduct to a conclusion such eminent domain proceedings as are necessary to obtain title to any and all of the Property and, in connection therewith, to perform or enter into one or more contracts to obtain performance of all required legal, engineering, appraisal, right-of-way, relocation assistance and related services.

a. If STATE is unable to acquire some or all of the Property by negotiation, STATE may request in writing that COUNTY hold one or more hearing(s) pursuant to Streets and Highways Code Section 760 and Code of Civil Procedure section 1245.235 for purpose of considering the adoption of one or more resolution(s) of necessity to acquire some or all of the Property necessary for the Project. Each hearing request shall be submitted to the COUNTY's Principal Real Property Agent in the COUNTY's Public Works Department at least forty-five (45) days before the date requested for hearing on the applicable resolution of necessity and shall contain, in a complete and organized package, the documents and information described below, as well as any other information deemed necessary or helpful by COUNTY's Public Works Department. COUNTY's Public Works Department will advise STATE whether further information is needed no later than twenty-five (25) days after receipt of STATE's timely hearing request.

- (1) The name(s), address(es) and telephone number(s) of the STATE representatives making the request; the name(s), address(es) and telephone number(s) of the STATE representatives who will be appearing at the hearing on the resolution of necessity and the name(s), address(es) and telephone number(s) of the attorney(s) representing STATE in any proposed eminent domain action.
- (2) The name, address and telephone number of each person whose property interest is to be acquired by eminent domain and whose name and address appears on the last equalized county assessment roll.
- (3) A legal description (metes and bounds) and plat map (drawn to scale) of the property proposed to be condemned.
- (4) Copies of the Government Code section 7267.2 offers made to property owners, evidence that the offers were received and copies of any counter-offers.
- (5) A statement describing compliance with the Relocation Assistance Act. A copy of any environmental impact report addenda, supplemental reports, or other applicable environmental documents that have not previously been provided to COUNTY. STATE will undertake all activities in compliance with applicable laws and Department policy.
- (6) STATE will allow COUNTY Real Property staff to review the market value appraisal or appraisals for the subject Properties. STATE's allowing such review by specified COUNTY staff is not and shall not be construed to be a waiver of the confidentiality.

of said appraisals and any COUNTY staff reviewing the appraisals shall maintain the confidentiality thereof.

- (7) A draft resolution of necessity that complies with Code of Civil Procedure section 1245.230 and Streets and Highways Code section 760 in hard-copy and electronic format.
 - (8) A draft Contra Costa County Board Order which details all of the facts and evidence that support the findings required by Code of Civil Procedure section 1245.230(c) and Streets and Highways Code section 760, in hard-copy and electronic format.
 - (9) STATE will prepare and send out notices of the hearing on the resolution of necessity that comply with the alternate procedure adopted by COUNTY under Code of Civil Procedure section 1245.235, and provide copies to COUNTY's Public Works Department.
- b. STATE representatives will appear at resolution of necessity hearings, will present the proposed resolution(s) to COUNTY's governing body, will be prepared to answer the questions of COUNTY's governing body, and will introduce evidence and testimony sufficient to support adoption of the proposed resolution of necessity and the findings contained therein.
 - c. If COUNTY adopts a resolution of necessity, upon receipt of a certified copy of the resolution of necessity, STATE shall file any legal action in the name of STATE and shall handle all legal proceedings necessary to obtain possession and title to the Property. STATE will file any legal actions necessary to acquire the Property no later than six (6) months following the date of adoption of the resolution of necessity. All Property acquired by negotiation, settlement condemnation award or otherwise shall be acquired in the name of STATE.
3. COUNTY's Obligations. COUNTY will conduct one or more public hearing(s) at which COUNTY Board of Supervisors will consider the adoption of one or more resolution(s) of necessity. Upon receipt of a complete and timely request from STATE and satisfaction of all noticing requirements, COUNTY will hold a hearing pursuant to Streets and Highways Code Section 760 and Code of Civil Procedure section 1245.235 for purposes of considering the adoption of a resolution of necessity to acquire some or all of the Property by eminent domain. If a resolution of necessity is adopted, COUNTY will forward a certified copy of the resolution of necessity to STATE at the address shown below within five (5) working days.
 4. AUTHORITY's Obligations. AUTHORITY will administer this Agreement and will pay all costs and expenses associated with COUNTY's participation in the matters covered by this Agreement including, but not limited to, costs associated with County Counsel and Public Works Department staff. Through September 30, 2006, all services rendered by County Counsel's Office attorney staff will be charged to AUTHORITY at the rate of \$170.00 per hour. Through September 30, 2006, services rendered by County Counsel's Office legal clerical staff will be charged to AUTHORITY at the rate of \$50.00 per hour. Commencing October 1, 2006, County Counsel's billing rates may be

adjusted annually upon thirty (30) days prior written notice to AUTHORITY. Billing statements will be submitted on no less than a quarterly basis. All services rendered by Public Works Department staff shall be paid at the rates shown on Contract 181, as amended, previously entered into between AUTHORITY and COUNTY, and as it may be amended from time to time. Said rates may be adjusted in accordance with the usual practice between the Public Works Department and AUTHORITY, and billing statements shall be submitted in accordance with usual practices between the Public Works Department and AUTHORITY. Reasonable expenses will be billed at the actual cost incurred. Compensation payable by AUTHORITY to COUNTY under this Section 4 shall not exceed \$25,000 without further written agreement of COUNTY and AUTHORITY.

5. Costs and Expenses of Property Acquisition. COUNTY will have no responsibility to pay any of the costs or expenses related to acquisition of the Property. These costs will be paid by, and have been or will be allocated between, STATE and AUTHORITY by separate agreement. These costs and expenses include, but are not necessarily limited to the following:
- a. The deposit necessary to obtain immediate possession of the Property.
 - b. The purchase price or compensation for the Property, whether determined through settlement, judgment or otherwise.
 - c. The cost of relocation assistance and related services, including relocation benefits, if any.
 - d. Compensation for loss of business goodwill, if any.
 - e. The cost of preparing environmental documents and performing environmental review necessary to comply with the provision of the California Environmental Quality Act.
 - f. Legal, engineering, appraisal, attorneys' and witness fees, costs of suit, and other litigation expenses, whether incurred prior to trial, at trial or on appeal.
 - g. Costs payable upon abandonment of the condemnation proceedings.
 - h. Costs awarded upon a finding of no or insufficient public use or necessity.
 - i. All other costs for right-of-way activities.
6. Indemnification. To the fullest extent permitted by California law, STATE and AUTHORITY agree to use Project funds to defend, indemnify, save, protect, and hold harmless COUNTY, its governing body, officers, and employees from and against any and all loss, damage, liability, expense, claims or demands of whatever character, direct or consequential, including but not limited to attorneys fees and court costs, challenging the legality of any aspect of this Agreement or otherwise arising from or connected with any action taken by COUNTY, its agents, employees, departments, officers or officials pursuant to this Agreement. COUNTY's right to be defended, indemnified, saved, protected and held harmless hereunder shall be unaffected by the concurrent, active or passive negligence or wrongful conduct of COUNTY or any other person or entity. This provision applies to, but is not

limited to, any inverse condemnation actions brought as a result of STATE's failure to commence an eminent domain action for the subject Property within six (6) months after the date of the adoption of any resolution of necessity by COUNTY's governing body. The Parties' rights and obligations under this section shall survive termination of this Agreement.

7. Entire Agreement; Amendments. Except as provided in Section 8 hereinbelow, the Parties have herein set forth the whole of their agreement. All prior understandings or agreements, oral or written, of whatsoever nature regarding this matter are superseded and terminated by this Agreement and are hereby abrogated and nullified. This Agreement shall not be modified in any manner except by an instrument in writing executed by the Parties or their respective successors in interest.
8. Other Agreements. There are other agreements among the Parties which pertain to this Project. Except as specifically provided herein, this Agreement is not intended to alter or supercede those agreements. The terms of this Agreement shall take precedence only over any conflicting terms in any of the other agreements as they relate to the Property acquisition issues specifically addressed in this Agreement. If there is a dispute as to whether another agreement has been superceded by or conflicts with this Agreement, the Parties will meet and confer in good faith to resolve the issue.
9. Notices. Any notice required under this Agreement will be in writing and personally delivered, or sent by first-class mail, overnight delivery, or facsimile, to the following:

COUNTY: County of Contra Costa
Public Works Department
Attn: Karen A. Laws
Principal Real Property Agent
255 Glacier Drive
Martinez, CA 94553
Facsimile: (925) 646-0288

Copy to: County of Contra Costa
Office of County Counsel
Attn: Chief Assistant County Counsel
651 Pine Street, 9th Floor
Martinez, CA 94553
Facsimile: (925) 646-1078

[Remainder of page left intentionally blank.]

AUTHORITY: Paul Maxwell
Chief Deputy Executive Director, Projects
Susan H. Miller
Director, Projects
Contra Costa Transportation Authority
3478 Buskirk Avenue, Suite 100
Pleasant Hill, CA 94523
Facimile (925)407-0128

STATE: Laurie Lau
California Department of Transportation
Regional Project Panager
111 Grand Avenue
P.O. Box 23660
Oakland, CA 94623
Facsimile (510)286-5136

10. State/Authority Cooperative Agreement. No action will be taken under this Agreement by COUNTY or STATE until STATE and AUTHORITY have entered into a separate cooperative agreement providing for the funding of these activites and STATE and AUTHORITY have provided a copy of the separate agreement to COUNTY.

11. Counterparts. This Agreement may be signed in counterparts and shall become effective upon its execution by the Parties hereto, each copy having the same force and effect as an original.

[Remainder of page left intentionally blank.]

12. Severability. Should any provision of this Agreement be held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the remaining provisions of this Agreement.

CONTRA COSTA COUNTY

By: _____
Designee, Maurice Shiu
Public Works Director

Date:

APPROVED AS TO FORM:

By: _____
Sharon L. Anderson
Chief Assistant County Counsel

STATE OF CALIFORNIA:
Department of Transportation

Will Kempton, Director

By: Judy Chen
for Deputy Director, Design

Date:

APPROVED AS TO FORM AND PROCEDURE:

By: _____
Attorney, Department of Transportation

CERTIFIED AS TO FUNDS:

By: _____
District Budget Manager

CERTIFIED AS TO FINANCIAL TERMS AND POLICIES:

By: _____
Accounting Administrator

**CONTRA COSTA TRANSPORTATION
AUTHORITY**

By: _____
Donald P. Freitas, Chair

Date:

ATTEST:

By: _____
Robert K. McCleary
Executive Director

Date:

APPROVED AS TO FORM:

By: _____
Stanley Taylor
Authority Legal Counsel

SLA:la

12. Severability. Should any provision of this Agreement be held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the remaining provisions of this Agreement.

CONTRA COSTA COUNTY

By: [Signature]
Designee, Maurice Shiu
Public Works Director

Date:

APPROVED AS TO FORM:

By: [Signature]
Sharon L. Anderson
Chief Assistant County Counsel

STATE OF CALIFORNIA:
Department of Transportation

Will Kempton, Director

By: _____
Deputy Director

Date:

APPROVED AS TO FORM AND PROCEDURE:

By: _____
Attorney, Department of Transportation

CERTIFIED AS TO FUNDS:

By: _____
District Budget Manager

CERTIFIED AS TO FINANCIAL TERMS AND POLICIES:

By: _____
Accounting Administrator

CONTRA COSTA TRANSPORTATION AUTHORITY

By: [Signature]
Donald P. Freitas, Chair

Date:

ATTEST:

By: [Signature]
Robert K. McCleary
Executive Director

Date:

APPROVED AS TO FORM:

By: [Signature]
Stanley Taylor
Authority Legal Counsel

SRA (EA ST) WIDENING Project - Between Lovatidge and Somersville
List of Affected Parcels
 23-Jun-05

URS Map Parcel ID	Caltrans Parcel ID	APN	Parcel Type	Owner	Site Address	Mailing Address	Partial Takes (M2)	Full Takes (M2)	Temp. Easement (M2)	Expanded Easement (M2)	Utility Easement (M2)
1A	60128	88-240-74	vacant land	Contra Costa County	Marina Way Pittsburg	255 Glade Dr Martinez CA 94553	1124.5				
1B	60129	88-510-15	vacant land	Albert D Seeno Construction Co	2153 Martin Way Pittsburg	P O Box 4113 Concord CA 94524	2040.7				
1C	TBD	88-540-09	vacant land	Albert D Seeno Construction Co	2103 Kelly Court Pittsburg	P O Box 4113 Concord CA 94524	429.3				
2	60066	88-240-38	vacant land	Pittsburg City of		2020 Railroad Pittsburg CA 94565	772.3				
3	60067	88-240-37	commercial improv	Pittsburg Storage Partners	2100 2104 Lovatidge Pittsburg	P O Box 25023 Glendale CA 91201	13318.6				
4	60070	88-240-58	commercial improv	Pittsburg Storage Partners	2106 Lovatidge Pittsburg	P O Box 25023 Glendale CA 91201	5011.3				
5	60069	Local Govt	commercial improv	P E O Hair	2112 Lovatidge Pittsburg	12500 Jefferson Newport News VA 23602	43.5		152.7		
6	60071	88-152-28	commercial improv	California North S	2101 Lovatidge Pittsburg	P O Box 117508 Carson City NV 89701	2001.0		127.9		80.1
7	60072	88-570-12	commercial improv	DSI Realty Income Fund VII	1437 Bobo Pittsburg	18952 Mac Arthur Irvine CA 92715	344.1				601.4
8	60073	88-152-28	vacant land	A-S Pipelines Co Inc	2025 Laurel Pittsburg	2025 Laurel Pittsburg CA 94565	1684.4		744.4		744.4
9	60074	88-152-30	vacant land	Albert D Seeno Construction	Commerce Pittsburg	P O Box 4113 Concord CA 94524	848.1				336.9
10	60075	88-152-31	vacant land	Albert D Seeno Construction	Commerce Pittsburg	P O Box 4113 Concord CA 94524	876.8				352.5
11	60076	88-152-10	multi-family improv	Franklin Los Medanos Assn	2205 2253 Laurel E Pittsburg	P O Box 4000 Dept 101 Scottsdale AZ 8526	69.2		427.8		
12	60077	88-152-09	vacant land	Marlin Lawrence E and Ralph H	2555 Laurel E Pittsburg	805 Fletcher Hayward CA 94541	176.5				
13	60098	88-152-33	multi-family improv	Ontario Properties II	1271 Lakeview Pittsburg	712 Sankona San Francisco CA 94111	108.8		137.1		
14	60078	88-152-17	commercial improv	Christianson Lawrence C & Judith M Tr	2885 Laurel E Pittsburg	4008 Esplanade Antioch CA 94509	431.6				
15	60079	88-152-01	commercial improv	McCauley Sean	2895 Laurel E Pittsburg	2895 Laurel Pittsburg CA 94565					
16	60080	74-080-28	vacant land	Antioch City of	Delta Fair Antioch	P O Box 5007 Antioch CA 94531	285.7				
17	60089	74-112-37	multi-family improv	Monterey Michael G	4116 Belle Antioch	4116 Belle Antioch CA 94509			55.3		
18	60100	74-112-28	multi-family improv	Phillip Ricardo H	4112 Belle Antioch	4112 Belle Antioch CA 94509			60.4		
19	60101	74-112-01	multi-family improv	Burns Jack J & Peggy Sue	4108 Belle Antioch	4108 Belle Antioch CA 94509			74.4		
20	60102	74-112-02	multi-family improv	Ortega Steve & Peggy	4100 Belle Antioch	1142 Mederos Antioch CA 94509			74.5		
21	60175	74-112-02	multi-family improv	U. S. Bros of Redemption					80.4		
22	60081	74-122-23	commercial improv	Delta Square Associates	3600 3608 Delta Fair Antioch	P O Box 177 Lafayette CA 94549			121.2		
23	NOT USED										
24	60084	74-460-29	vacant land	Century Plaza Dev Corp.	Century Blvd Pittsburg	4021 Port Chicago Hwy Concord CA 94520	2356.2				
25	60085	74-460-29	vacant land	U. S. Bros of Redemption	Century Blvd Pittsburg	4021 Port Chicago Hwy Concord CA 94520	84.4				
26A	60171	74-090-26	commercial improv	Century Plaza Dev Corp.	Century Ct Pittsburg	4021 Port Chicago Hwy Concord CA 94520	1607.1				
26B	60172	74-090-24	commercial improv	Whittier Rose C	3750 Century Ct Pittsburg	2101 Railroad Ave Pittsburg CA 94565	368.4				489.1
26C	60173	74-090-22	commercial improv	Whittier Rose C	3850 Century Ct Pittsburg	2101 Railroad Ave Pittsburg CA 94565	338.1				326.4
26D	60174	74-090-21	commercial improv	Whittier Rose C	3850 Century Ct Pittsburg	2101 Railroad Ave Pittsburg CA 94565	338.1				326.4
27	60087	88-151-06	business improv	Century Plaza Dev Corp.	Century Ct Pittsburg	85 Oak Damville CA 94526	288.4		449.9		
28	60088	88-151-34	commercial improv	Robert C Markstein Ltd P1	2700 California Pittsburg	115 Lucama Santa Barbara CA 93105	226.2		93.8		
29	60089	88-151-28	commercial improv	ACG Pittsburg Investors LLC	2400 Northpark Pittsburg	1875 Stevens Creek Santa Clara CA 9505	377.2				
30	60090	88-151-25	commercial improv	Gifford Duane & Marilyn Tr	Northpark Pittsburg	1875 Stevens Creek Santa Clara CA 9505	635.4				
31	NOT USED										
32	60092	88-151-31	commercial improv	Gifford Duane & Marilyn Tr	Northpark Pittsburg	1875 Stevens Creek Santa Clara CA 9505	523.5				
33	60093	88-151-30	vacant land	Sierra Pacific Properties	Northpark Pittsburg	3800 Railroad Pittsburg CA 94565	257.5			34.3	
34	60094	88-151-32	vacant land	Sierra Pacific Properties	Northpark Pittsburg	4021 Port Chicago Concord CA 94520	4541.8			237.7	
35	60130	88-151-28	commercial improv	Deplano Vanni E & Barbara S	Northpark Pittsburg	40 Canal Pittsburg CA 94565				16.1	
36	60131	88-151-20	vacant land	Sierra Pacific Properties Inc	Northpark Pittsburg	4021 Port Chicago Concord CA 94520				915.5	
37	60098	73-190-003	commercial improv	Union Carbide Ind Cases In	2000 Lovatidge Pittsburg	39 Old Riggbury Danbury CT 06810	170.0		869.8		278.3
38	60160	Local Govt	commercial improv								
39	60065	73-150-01	vacant land	Pittsburg Unified School D	950 El Pueblo Pittsburg	2000 Railroad Pittsburg CA 94565	13115.2		151.8		



ORIGINAL

CONTRA COSTA TRANSPORTATION AUTHORITY

Resolution #03-02-P

RE: Authorization for the Chair of the Authority to Execute Cooperative Agreements, Contribution Agreements and Joint Exercise of Powers Agreements with Caltrans

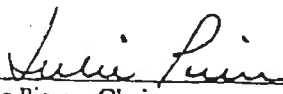
WHEREAS, the Contra Costa Transportation Authority is actively involved, in partnership with Caltrans, in all aspects of project development on state highways including preliminary engineering, environmental clearance and construction; and

WHEREAS, from time to time such partnerships require the execution of formal agreements between the Authority and the State; and

WHEREAS, Caltrans procedures require a formal action by resolution of the Authority authorizing the responsible person to execute each agreement on behalf of the Authority;

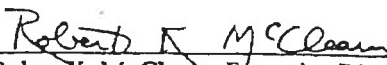
NOW THEREFORE BE IT RESOLVED, that the Authority Chair is authorized to execute on behalf of the Authority, each and every project-related Cooperative Agreement, Contribution Agreement or Joint Exercise of Powers Agreement with Caltrans; and

THEREFORE BE IT FURTHER RESOLVED, that nothing in this resolution shall supercede any prior delegations of authority to the Executive Director in the execution of any agreements with Caltrans.



Julie Pierce, Chair

This RESOLUTION was entered into at a meeting of the Contra Costa Transportation Authority held February 19, 2003 in Pleasant Hill, California


Attest: 

Robert K. McCleary, Executive Director

APPROVED BY THE
CONTRA COSTA
TRANSPORTATION AUTHORITY

17 July 2006

CERTIFIED BY



EXECUTIVE DIRECTOR

TO: BOARD OF SUPERVISORS
FROM: MAURICE SHIU, PUBLIC WORKS DIRECTOR
DATE: AUGUST 1, 2006
SUBJECT: APPROVAL OF COOPERATIVE AGREEMENT AMONG COUNTY CALTRANS, AND THE CONTRA COSTA TRANSPORTATION AUTHORITY TO JOINTLY EXERCISE POWERS TO ACQUIRE PROPERTY FOR STATEROUTE 4 EAST WIDENING, LOVERIDGE TO SOMMERSVILLE PROJECT.



22
Contra
Costa
County

SPECIFIC REQUEST(S) OR RECOMMENDATION(S) & BACKGROUND AND JUSTIFICATION

RECOMMENDATION

APPROVE and AUTHORIZE Public Works Director or designee to execute a Cooperative Agreement among Contra Costa County, the State of California (Caltrans) and the Contra Costa Transportation Authority for the acquisition of real property for the State Route 4 East Widening, Loveridge to Sommersville Project.

FIND that the actions taken under the Cooperative Agreement will promote the interests of the County.

FISCAL IMPACT

The Contra Costa Transportation Authority (CCTA) will pay all costs and expenses associated with the County's participation in the matters covered by the Cooperative Agreement, including but not limited to County Counsel and Public Works staff time. All costs of property acquisition will be allocated between Caltrans and (CCTA).

CONTINUED ON ATTACHMENT: Yes

Ralph Burt

SIGNATURE

RECOMMENDATION OF COUNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

APPROVE OTHER

SIGNATURE(S):

Julie Enos

ACTION OF BOARD ON

08/01/06

APPROVED AS RECOMMENDED

OTHER

VOTE OF SUPERVISORS

UNANIMOUS (ABSENT
AYES: _____ NOES: _____
ABSENT: _____ ABSTAIN: _____

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF AN ACTION TAKEN AND ENTERED ON THE MINUTES OF THE BOARD OF SUPERVISORS ON THE DATE SHOWN.

Contact Person: Karen A. Laws, 313-2228
CC: Public Works, Real Prop. Div.
County Counsel
CCTA (via Real Property)
Caltrans (Via Real Property)

ATTESTED 08/01/06
John Cullen, CLERK OF THE BOARD OF
SUPERVISORS AND COUNTY ADMINISTRATOR

BY *[Signature]* DEPUTY

REASONS FOR RECOMMENDATION/BACKGROUND

The project that is the subject of the Cooperative Agreement consists of the widening and improving of State Highway Route 4 from west of Loveridge Road to west of Somersville Road, reconstruction of the Loveridge Road interchange, and the replacement of the Century Blvd. overcrossing, together with the acquisition of land necessary for said project. On June 27, 2006, the County approved the proposed project and adopted the certified Environmental Impact Report .

Historically, acquisitions of real property for County road projects funded by CCTA have been handled by the Real Property Division of the County's Public Works Department. However, recently Caltrans has asked to participate in the acquisition process. In response to this request, CCTA has agreed to have Caltrans assume responsibility for acquisition of the parcels involved in the Loveridge to Sommersville Project.

Due to the cumbersome and time-consuming State procedures involved in adopting a resolution of necessity for State projects, the State has asked the County to consider entering into this Cooperative Agreement, which would allow Caltrans and the County to jointly exercise their powers of eminent domain pursuant to Code of Civil Procedure section 1240.140 and Streets and Highways Code section 760.

Code of Civil Procedure section 1240.140 allows two or more public agencies to enter into an agreement for the joint exercise of their powers of eminent domain. Streets and Highways Code section 760 provides that if a county board of supervisors determines by a four-fifths vote that acquisition under this statute will promote the interests of the county and the acquisition is recommended in writing by Caltrans the board of supervisors, by a four-fifths vote may acquire property needed for State highway purposes. The statute allows the title to the property to be taken in the name of the State. The only action required of the board of supervisors under this statute is to determine whether to adopt the resolution of necessity and make the required findings. After that is done, the State may proceed to condemn the subject real property.

The purpose of the Cooperative Agreement is to allocate responsibilities among CCTA, Caltrans and the County for the acquisition of property for the project including, but not limited to, the exercise of the power of eminent domain. The Cooperative Agreement does not constitute the creation of an agency or entity which is separate from the parties. A list of property or interests to be acquired pursuant to the Cooperative Agreement is attached as Exhibit A.

Under the terms of the Cooperative Agreement if Caltrans is unable to acquire some or all of the property by negotiation, Caltrans may request in writing that the County hold one or more hearings for purposes of adopting one or more resolutions of necessity. Each hearing request will be submitted to the Real Property Division of the Public Works Department, along with sufficient information to enable the Real Property Division to determine whether it is appropriate to ask the Board to consider adoption of a resolution of necessity. Caltrans representatives will appear at the resolution of necessity hearings and will present the proposed resolutions to the Board. The Cooperative Agreement requires the State and CCTA to use project funds to defend, indemnify, save, protect and hold harmless the County from loss damage or liability resulting from the County's actions under the agreement.

The Cooperative Agreement has been approved and executed by representatives of CCTA and Caltrans. If the County approves the Cooperative Agreement, it will become immediately effective on the date of Board approval. However, no action will be taken under the Cooperative Agreement until Caltrans and CCTA have entered into a separate agreement providing for the funding of the activities of CCTA and Caltrans and have provided a copy of the agreement to County.

CONSEQUENCES OF NEGATIVE ACTION

If the Board does not approve this agreement and CCTA still elects to have Caltrans acquire the subject properties, acquisition of the subject properties and completion of the project is likely to take more time.

Attachment: Exhibit A – List of Properties to be Acquired

0-27

SRA (EAST) WIDENING Project - Between Lovelidge and Somersville
List of Affected Parcels
23-Jun-05

URS Map Parcel ID	Parcel No.	APN	Parcel Type	Owner	Site Address	Mailing Address	Partial Takes (M2)	Full Takes (M2)	Temp. Easement (M2)	Expand Easement (M2)	Utility Easement (M2)
1A	60072	88-240-34	vacant land	Central Castle County	Marlin Way Pittsburg	265 Gleacher Dr. Marlin, CA 94553	1124.5				
1B	60073	88-540-15	vacant land	Albert O Saeno Construction Co	2153 Marlin Way Pittsburg	P O Box 4113 Concord CA 94524	2040.7				
1C	TED	88-540-09	vacant land	Albert O Saeno Construction Co	2103 Kelly Court Pittsburg	P O Box 4113 Concord CA 94524	478.3				
2	60066	88-240-38	vacant land	Pittsburg Storage Partners	2020 Railroad Pittsburg	2020 Railroad Pittsburg CA 94585	772.3				
3	60068	88-240-57	commercial improv	Pittsburg Storage Partners	2100 2104 Lovelidge Pittsburg	P O Box 25023 Glendale CA 91201		13318.6			
4	60070	88-240-68	commercial improv	Pittsburg Storage Partners	2108 Lovelidge Pittsburg	P O Box 25023 Glendale CA 91201		5011.3			
5	60069	Local Govt	converage lot	P O Hair	2112 Lovelidge Pittsburg	12600 Jefferson Newport News VA 23802	43.5		153.7		
6	60071	88-152-20	commercial improv	California North S	2101 Lovelidge Pittsburg	P O Box 117608 Carrollton TX 75011	2001.0				80.1
7	60072	88-370-12	commercial improv	DSI Realty Income Fund VII	1437 Bobo Pittsburg	18552 MacArthur Irvine CA 92715	344.1		127.9		601.4
8	60073	88-152-28	vacant land	A-S Pipelines Co Inc	2025 Leland E Pittsburg	2025 Leland Pittsburg CA 94565	1684.4				742.4
9	60074	88-152-30	vacant land	Albert D Saeno Construction	2025 Leland E Pittsburg	2025 Leland Pittsburg CA 94565	945.0				
10	60075	88-152-31	vacant land	Albert D Saeno Construction	Commerce Pittsburg	P O Box 4113 Concord CA 94524	848.1				338.9
11	60076	88-152-10	vacant land	Franklin Los Medanos Assn	Commerce Pittsburg	P O Box 4113 Concord CA 94524	878.8				352.5
12	60077	88-152-09	vacant land	Martin Lawrence E and Ralph H	2205 2263 Leland E Pittsburg	P O Box 4870 Dept 101 Scottsdale AZ 8526	89.2		427.8		
13	60078	88-152-33	vacant land	Oakmont Properties II	2555 Leland E Pittsburg	805 Fletcher Hayward CA 94541			170.5		
14	60078	88-152-17	commercial improv	Christiane Lawrence C & Justin M Tr	1271 Lakewood Pittsburg	712 Sansome San Francisco CA 94111	108.8		137.1		
15	60079	88-152-01	commercial improv	McCawley Sean	2865 Leland E Pittsburg	4008 Englebridge Antioch CA 94508			431.6		
16	60080	74-080-28	vacant land	Antioch City of	2895 Leland E Pittsburg	2895 Leland Pittsburg CA 94565	265.7				
17	60089	74-112-27	vacant land	Monitron Michael C	Delta Fair Antioch	P O Box 5007 Antioch CA 94531					
18	60100	74-112-28	vacant land	Phill Ricardo H	4118 Belle Antioch	4118 Belle Antioch CA 94509			55.3		
19	60101	74-112-01	vacant land	Burns Jack J & Peggy Sue	4112 Belle Antioch	4112 Belle Antioch CA 94509			60.4		
20	60102	74-112-02	vacant land	Ortega Silvia & Peggy	4108 Belle Antioch	4108 Belle Antioch CA 94509			74.4		
21	60175	74-122-33	commercial improv	U. S. Bureau of Reclamation	4100 Belle Antioch	1142 Medanos Antioch CA 94508			74.5		
22	60081	NOT USED		Delta Squares Associates	3500 3508 Delta Fair Antioch	P O Box 177 Lafayette CA 94549			80.4		
23	60084	74-160-29	vacant land	Century Plaza Dev Corp.	Century Blvd Pittsburg	4021 Port Chicago Hwy Concord CA 94520	2368.2		121.2		
24	60085	74-160-30	vacant land	U. S. Bureau of Reclamation	Century Blvd Pittsburg	4021 Port Chicago Hwy Concord CA 94520	64.4				
25	60171	74-050-26	commercial improv	Century Plaza Dev Corp.	Century Ct Pittsburg	4021 Port Chicago Hwy Concord CA 94520	1601.1				
26A	60172	74-050-24	commercial improv	Winter Rose C	3780 Century Ct Pittsburg	2101 Railroad Ave Pittsburg CA 94565	368.4				485.1
26C	60173	74-050-22	commercial improv	Winter Rose C	3880 Century Ct Pittsburg	2101 Railroad Ave Pittsburg CA 94565	338.1				326.4
26D	60174	74-050-21	commercial improv	Winter Rose C	Century Ct Pittsburg	4021 Port Chicago Hwy Concord CA 94520	1934.3				
27	60087	88-151-08	vacant land	Century Plaza Dev Corp.	2700 California Pittsburg	85 Oak Danville CA 94526	268.4		449.8		
28	60088	88-151-34	vacant land	ACG Pittsburg Investors LLC	2400 Northpark Pittsburg	115 Leucadia Santa Barbara CA 93105	226.2		93.8		
29	60089	88-151-28	vacant land	Gifford Duane & Marilyn Tr	Northpark Pittsburg	3675 Stevens Creek Santa Clara CA 9505	377.2				
30	60090	88-151-25	vacant land	Gifford Duane & Marilyn Tr	Northpark Pittsburg	3675 Stevens Creek Santa Clara CA 9505	833.4				
31	NOT USED										
32	60092	88-151-31	vacant land	Gifford Duane & Marilyn Tr	Northpark Pittsburg	3675 Stevens Creek Santa Clara CA 9505	523.5				
33	60093	88-151-30	vacant land	Sierra Pacific Properties	Northpark Pittsburg	3890 Railroad Pittsburg CA 94565	257.5			34.3	143.9
34	60094	88-151-32	vacant land	Sierra Pacific Properties	Northpark Pittsburg	4021 Port Chicago Hwy Concord CA 94520	4541.8				
35	60130	88-151-28	vacant land	Diaplina Vanni d & Barbara J	Northpark Pittsburg	40 Carol Pittsburg CA 94565				237.7	
36	60131	88-151-20	vacant land	Sierra Pacific Properties Inc	Northpark Pittsburg	40 Carol Pittsburg CA 94565				10.1	
37	60096	73-190-003	commercial improv	Sierra Pacific Properties Inc	2000 Lovelidge Pittsburg	4021 Port Chicago Hwy Concord CA 94520				813.5	
38	60100	Local Govt	converage lot	Union Carbide Ind Gases In	2000 Lovelidge Pittsburg	39 Chr Ridgebury Danbury CT 06810	170.0				
39	60065	73-150-01	vacant land	Pittsburg Unified School D	850 El Pueblo Pittsburg	2000 Railroad Pittsburg CA 94565	13115.2				

INTENTIONALLY BLANK