

_____, 2011

Dist.	Co.	Rte.	PM	Exp. Auth.	Parcel
4	CC	4	27.8	4660-6X4168	61192

This Agreement is entered into by and between Contra Costa County, a political subdivision of the State of California hereinafter "County" and Pacific Western Conference of the International Pentecostal Holiness Church, Inc., a California corporation hereinafter "Grantor".

RECITALS

- A. Grantor is the owner of real property located at 11 Texas Street, County Assessor Parcel Number (APN) 067-283-017, located in Antioch, California, portions of which are required for the State Route 4 (E) Widening – Somersville Road to Route 160 Project hereinafter "Project". The property required is described in Appendix "A" attached hereto and incorporated hereinafter "Grantor's Property".
- B. County is the owner of real property located at 22 Drake Street, APN 067-283-009; 20 Drake Street, APN 067-283-008; 16 Drake Street, APN 067-283-015; and 10 Drake Street, APN 067-283-016; Antioch, California, portions of which are described in Appendix "B", attached hereto and incorporated hereinafter "County's Property"
- C. Delta Diablo Sanitary District hereinafter "District" requires an easement across portions of Grantor's Property and County's Property for recycle water purposes and is described in Appendix "C" attached hereto and incorporated herein. The existing facility is being relocated as part of the Project
- D. The City of Antioch hereinafter "City" requires two easements across portions of Grantor's Property and County's Property for utility purposes and are described in Appendix "D" attached hereto and incorporated herein. The existing facilities are being relocated as part of the Project
- E. County requires Grantor's Property for State highway purposes, a public use for which County has the authority to exercise the power of eminent domain.
- F. Grantor agrees to sell Grantor's Property to the County and the County agrees to purchase the Grantor's Property at an agreed price and under the specific terms and conditions as set forth below.
- G. County agrees to convey the County's Property to Grantor as part of the compensation for the various property rights being granted to the County under the specific terms and conditions as set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the agreements herein contained and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

- 1. **Effective Date.** It is understood that this Agreement is subject to approval by the County's Governing Board. This Agreement is effective on the date approved by the County's Governing Board (Effective Date). This Agreement will be submitted to the Grantor first for approval, and thereafter to the County.
- 2. **Purchase and Sale.** Subject to the terms and conditions in this Agreement, Grantor agrees to sell and County agrees to purchase Grantor's Property.
- 3. **Consideration.** The total consideration for the Grantor's Property consists of the following:

- 3.1. The County paying the undersigned Grantor the sum of Three Hundred Nineteen Thousand and No/100 Dollars (\$319,000.00) (Purchase Price) for the property rights and interests conveying Grantor's Property to the County by Grant Deed, the conveyance of an easement for Recycle Water Purposes to the District and the conveyance of two easements for utility purposes to the City by Grant of Easement.
 - 3.2. Conveyance of the County's Property to the Grantor, by Grant Deed in an "As Is" condition with all faults and conditions then existing on the property
 - 3.3. The clearance or payment by Grantor of all ad valorem real property taxes and any penalties and costs thereon, and all installments of any bond or assessment that constitutes a lien on the Grantor's Property as of the date of the Close of Escrow pursuant to Sections 4986, 5082, and 5086 of the Revenue and Taxation Code of the State of California.
4. **Conditions to County's Performance.** The County's obligation to perform under this Agreement is subject to the following conditions:
- 4.1. Grantor's representations and warranties in this Agreement being correct as of the date of this Agreement and as of the Close of Escrow.
 - 4.2. Grantor's performance of all obligations under this Agreement.
 - 4.3. The vesting of title to Grantor's Property in the County by Grant Deed in fee simple absolute, free and clear of all liens, encumbrances, assessments, leases (recorded and/or unrecorded), and taxes except the following "Approved Exceptions" as outlined in the Litigation Guarantee, dated June 3, 2011, issued by Fidelity National Title Company:
 - A. Covenants, conditions, restrictions and reservations of record, listed as exception 8;
 - B. Easements or rights of way of record over said property, listed as exceptions 3, 4, 5, 6, and 7.
 - 4.4. Fidelity National Title Company's being prepared to issue a CLTA title insurance policy in the full amount of the Purchase Price, subject only to the Approved Exceptions ("Title Policy")
 - 4.5. Prior to the close of escrow the Grantor shall deliver to the County an executed Grant of Easement for Recycle Water Purposes. County will deliver the Grant of Easement to the District for their acceptance and recording.
 - 4.6. Prior to the close of escrow the Grantor shall deliver to the County an executed Grant of Easement for utility purposes. County will deliver the Grant of Easement to the City for their acceptance and recording.

If the County, determines that any of the above conditions have not been met, the County shall have the right to terminate this Agreement by delivering written notice to Grantor and if applicable the Escrow agent.

5. **Escrow.** By this Agreement, County and Grantor establish an escrow ("Escrow") with Fidelity National Title Company, 1646 N. California Blvd., Suite 103, Walnut Creek, CA 94596 ("Title Company"), and their Escrow No. 10-334770-A-ML. If, for any reason, the named Title Company is unable to handle this transaction through the Close of Escrow, the County's Real Property Agent assigned to oversee this property acquisition will select an alternate title company to handle the transaction, and notify Grantor in writing of the identity

and address of the successor title company and the new escrow number. Thereafter, the successor company will be the Title Company for purposes of this Agreement.

Grantor hereby authorizes County to prepare and file escrow instructions with said Title Company, on behalf of Grantor, in accordance with this Agreement. This includes authorization of the Title Company to withhold pro rata taxes, liens, and assessments on the Property being conveyed.

- 5.1. Fees and Title Insurance. The County shall pay all escrow and recording fees incurred in this transaction and, if a Title Policy is desired by the County, for the Grantors' Property, the County shall pay premium charged therefore. If Grantor desires a title insurance policy on the County Property, the Grantor will pay the premium charged for that policy.
- 5.2. Grantor's Deposit into Escrow. On or before the Close of Escrow, Grantor will deliver into Escrow with the Title Company the following documents:
 - A. A Grant Deed, in recordable form and properly executed on behalf of Grantor, conveying to County Grantor's Property in fee simple absolute, free and clear of all liens, encumbrances, assessments, leases (recorded and/or unrecorded), and taxes, subject only to the approved exceptions listed in Section 4.3 of this Agreement.
 - B. Grantor's affidavit of nonforeign status as contemplated by Section 1445 of the Internal Revenue Code of 1986, as amended [26 USCA §1445] (FIRPTA Affidavit); and
 - C. Grantor's affidavit as contemplated by the Revenue and Taxation Code § 18662 (Withholding Affidavit).
- 5.3. County's Deposit into Escrow. Prior to the Close of Escrow, County shall deliver into Escrow with the Title Company the following:
 - A. The Purchase Price.
 - B. A Grant Deed, in recordable form and properly executed on behalf of County, conveying to Grantor the County's Property in fee simple absolute.
- 5.4. Close of Escrow. Escrow shall close upon the conveyance of the Grantor's Property to the County, the conveyance of the County's Property to the Grantor, (Close of Escrow). On the closing date, the Title Company shall close Escrow as follows:
 - A. Record the Grant Deed conveying the Grantor's Property to the County, marked for return to the County, care of Carla Peccianti, Senior Real Property Agent for the County (which shall be deemed delivery to the County);
 - B. Record the Grant Deed conveying the County's Property to the Grantor, marked for return to the Grantor, care of Mark Charles Bowman, Bowman Law Firm, 1820 West Kettleman Lane, Suite F, Lodi, CA 95242 (which shall be deemed delivery to the Grantor);
 - C. Prorate taxes, assessments, rents, and other charges as provided by this Agreement;
 - D. Disburse the Purchase Price to the Grantor, less prorated amounts and charges to be paid by or on behalf of Grantor;

- E. Prepare and deliver to the County and to the Grantor one signed copy of the Title Company's closing statement showing all receipts and disbursements of the Escrow.

If the Title Company is unable to timely perform all of the items set forth above, the Title Company will be instructed to notify the Grantor and the County and retain all funds and documents pending receipt of further instructions from the County.

6. **Grantor's Representations and Warranties.** Grantor makes the following representations and warranties with the understanding that these representations and warranties are material and are being relied upon by County. Grantor represents and warrants to the County that as of the date of this Agreement and up to the Close of Escrow:

6.1. Marketable Title. Grantor is the owner of Grantor's Property and has marketable and insurable fee simple title to Grantor's Property clear of restrictions, leases, liens and other encumbrances, subject only to the Approved Exceptions. No leases, licenses, or other agreements allowing any third party rights to use the Grantor's Property are or will be in force unless prior consent has been given by the County in writing. Commencing with the full execution of this Agreement by both parties and until the Close of Escrow, Grantor shall not permit any liens, encumbrances or easements to be placed on the Grantor's Property other than the Approved Exceptions, nor shall Grantor enter into any agreement that would affect the Grantor's Property that would be binding on the County after the Close of Escrow without the prior written consent of the County.

6.2. Other Matters Affecting Grantor's Property. To the best of Grantor's knowledge, there are not presently any actions, suits, or proceedings pending or, to the best of Grantor's knowledge, threatened against or affecting the Grantor's Property or the interest of Grantor therein that would affect Grantor's ability to consummate the transaction contemplated by this Agreement. Further, there are not any outstanding and unpaid arbitration awards or judgments affecting title to any portion of the Grantor's Property. To the best of Grantor's knowledge there are not presently any pending or threatened condemnation, eminent domain or similar proceedings affecting the Grantor's Property other than the pending eminent domain action by the County. Grantor shall promptly notify County of any of these matters arising in the future.

6.3. Grantor's Agency. That this Agreement and all other documents delivered prior to or at the Close of Escrow have been authorized, executed, and delivered by Grantor; are binding obligations of the Grantor; and are collectively sufficient to transfer all of Grantor's rights to the Grantor's Property.

7. **County's Representations and Warranties.** County makes the following representations and warranties with the understanding that these representations and warranties are material and are being relied upon by Grantor and that, upon approval of this Agreement by the County's Governing Board, this Agreement shall constitute a binding obligation of the County. County represents and warrants to the Grantor that as of the date of this Agreement and up to the Close of Escrow

7.1. Marketable Title. County is the owner of the County's Property and has marketable and insurable fee simple title to the County's Property. Commencing with the full execution of this Agreement by both parties and until the Close of Escrow, County shall not permit any liens, encumbrances or easements to be placed on the County's Property, nor shall County enter into any agreement that would affect the County's Property that would be binding on the Grantor after the Close of Escrow without the prior written consent of the Grantor.

7.2. Other Matters Affecting Grantor's Property. To the best of County's knowledge, there are not presently any actions, suits, or proceedings pending or, to the best of County's knowledge, threatened against or

affecting the County's Property or the interest of County therein that would affect County's ability to consummate the transaction contemplated by this Agreement. Further, there are not any outstanding and unpaid arbitration awards or judgments affecting title to any portion of the County's Property.

- 7.3 **County's Agency.** That this Agreement and all other documents delivered prior to or at the Close of Escrow have been authorized, executed, and delivered by County; are binding obligations of the County; and are collectively sufficient to transfer all of County's rights to the County's Property.
8. **Survival.** All of the terms, provisions, representations, warranties and covenants of the parties under this Agreement shall survive the assignment, expiration or termination of this Agreement and shall not merge in the deeds or other documents following the delivery and recordation of said deed or other documents.
9. **Assignment and Successors.** This Agreement shall inure to the benefit of and shall be binding upon the parties to this Agreement and their respective heirs, successors, and assigns.
10. **Notices.** All notices (including requests, demands, approvals or other communications) under this Agreement shall be in writing. The place for delivery of all notices given under this Agreement shall be as follows:

Grantor: Mark Charles Bowman
Bowman Law Firm
1820 West Kettleman Lane, Suite F
Lodi, California 95242
(209) 367-3717
Email: mark@bowmanlaw.net

County: Carla Peccianti, Senior Real Property Agent
Contra Costa County Public Works Department
Real Property Division
255 Glacier Drive
Martinez, CA 94553
(925) 313-2222
Email: cpecc@pw.cccounty.us

or to such other addresses as County and Grantor may respectively designate by written notice to the other.

11. **Entire Agreement.** The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement. Grantor has no other right or claim to compensation existing or hereinafter arising out of or connected with the acquisition of the subject property by the County, except as specifically set forth in this Agreement, including but not limited to all claims for compensation for improvements pertaining to realty, all claims for compensation for fixtures, equipment or machinery, attorneys' fees, costs or damages of every kind and nature by reason of County's acquisition of the Grantor's Property and agrees never to assert such a claim.
12. **Construction.** The section headings and captions of this Agreement are, and the arrangement of this instrument is, for the sole convenience of the parties to this Agreement, the section headings, captions and arrangement of this instrument do not in any way affect, limit, amplify or modify the terms and provisions of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. The parties to this Agreement and their counsel have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement. The Recitals are,

and shall be enforceable as, a part of this Agreement.

- 13. **Further Assurances.** Whenever requested to do so by the other party, each party shall execute, acknowledge and deliver all further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents and all further instruments and documents as may be necessary, expedient, or proper in order to complete all conveyances, transfers, sales, and assignments under this Agreement, and do all other acts and to execute, acknowledge, and deliver all documents as requested in order to carry out the intent and purpose of this Agreement.
- 14. **Waiver.** A waiver or breach of any covenant or provision in this Agreement shall not be deemed a waiver of any other covenant or provision in this Agreement and no waiver shall be valid unless in writing and executed by the waiving party.
- 15. **Severability.** If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.
- 16. **Governing Law and Venue.** This Agreement shall be governed and construed in accordance with California law.

COUNTY

Contra Costa County,
a political subdivision of the State of California

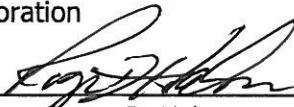
By: _____
Julia R. Bueren
Director of Public Works

Recommended for Approval:
By:  _____
Carla Peccianti
Senior Real Property Agent

By: _____
Karen A. Laws
Principal Real Property Agent

GRANTOR

Pacific Western Conference of the International
Pentecostal Holiness Church, Inc., a California
corporation

By:  _____
Roger D. Halvorson
President

Date: 09-28-11
(Date Signed by Grantor)

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

- Appendix "A" - Legal Description of Grantor's Property
- Appendix "B" - Legal Description of County's Property
- Appendix "C" - Legal Description of recycle water pipeline easement - Utility Easement 1
- Appendix "D" - Legal Description of storm drain and Drainage structure easements - Utility Easement 2 & Utility Easement 3

APPENDIX "A"



Land Description of three (3) parcels of land situate in the City of Antioch, Contra Costa County, California, same being portions of that parcel of land described in the Director's Deed to Pentecostal Holiness Church Inc., a California corporation recorded September 19, 1957 in Liber 3045, Page 566, Official Records of Contra Costa County, and that parcel of land described in the Director's Deed to the Pentecostal Holiness Church Inc., a California corporation recorded August 25, 1972 in Book 6734, Page 251, Official Records of Contra Costa County, more particularly described as follows:

Parcel 1 (61192-1)

Beginning at the southeast corner of the above mentioned Church parcel (Book 6734, Page 251), same corner being an ell corner of the northern right of way line of State Route 4 as created by the above referenced Director's Deed (Book 6734, Page 251); Thence along the south line of the Church parcel (Book 6734, Page 251), North 89° 13' 41" West – 26.27 feet; Thence leaving said south line and crossing through both above mentioned Church parcels for the following five (5) courses: (1) North 03° 40' 18" East – 93.87 feet for the beginning of a curve to the right; (2) in a northeasterly direction 24.03 feet along the arc of said curve to the right, having a radius of 63.15 feet and through a central angle of 21° 48' 05", (3) North 25° 28' 23" East – 26.86 feet for the beginning of a curve to the left, (4) in a northwesterly direction 37.06 feet along the arc of said curve to the left, having a radius of 18.85 feet and through a central angle of 112° 37' 54", and (5) North 02° 50' 29" East – 3.59 feet to the point of intersection with the north line of the above mention Church parcel (Liber 3045, Page 566); Thence along the said north line, South 89° 13' 13" East – 3.43 feet to the common north corner between the above mentioned Church parcels, same corner being on a curve to the right

from which the center bears South $00^{\circ} 46' 47''$ West; Thence along the east line of the Church parcel (Book 6734, Page 251) for the following two (2) courses: (1) in a southeasterly direction 31.74 feet along the arc of the said curve to the right, having a radius of 20.00 feet and through a central angle of $90^{\circ} 56' 10''$, and (2) South $01^{\circ} 43' 16''$ West – 151.34 feet to the Point of Beginning.

Containing 3328 square feet of land area, 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 2 (61192-2)

Beginning at the southwest corner of the above mentioned Church parcel (Liber 3045, Page 566); Thence along the west line of the same Church parcel, North $00^{\circ} 48' 21''$ East – 34.27 feet; Thence leaving said west line and across the same Church parcel, North $88^{\circ} 40' 15''$ East – 15.49 feet to the point of intersection with the east line of same Church parcel; Thence along said east line, South $14^{\circ} 56' 41''$ West – 35.94 feet to the southeast corner of same Church parcel; Thence along the south line of the same Church parcel, North $89^{\circ} 13' 50''$ West – 6.70 feet to the Point of Beginning.

Containing 382 square feet of land area, 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 3 (61192-3)

A TEMPORARY EASEMENT to terminate June 30, 2015 for construction purposes and incidents thereto, upon, over and across the Church parcel(s) as follows:

Beginning at the southwest corner of the above described 3328 square feet parcel; Thence along the south line of the Church parcel, North 89° 13' 41" West – 10.51 feet; Thence leaving said south line and crossing through the Church parcel for the following five (5) courses: (1) North 03° 40' 18" East – 94.40 feet for the beginning of a curve to the right, (2) in a northeasterly direction 28.02 feet along the arc of said curve to the right, having a radius of 73.65 feet and through a central angle of 21° 48' 05", (3) North 25° 28' 23" East – 26.86 feet for the beginning of a curve to the left, (4) in a northwesterly direction 16.42 feet along the arc of said curve to the left, having a radius of 8.35 feet and through a central angle of 112° 37' 54", and (5) North 02° 50' 29" East – 10.50 feet to a northwesterly corner of the above described 3328 square feet parcel, same corner being on a curve to the right from which the center bears South 02° 50' 29" West; Thence along the west line of the above described 3328 square feet parcel for the following four (4) courses: (1) in a southeasterly direction 37.06 feet along the arc of said curve to the right, having a radius of 18.85 feet and through a central angle of 112° 37' 54", (2) South 25° 28' 23" West – 26.86 feet to the beginning of a curve to the left, (3) in a southwesterly direction 24.03 feet along the arc of said curve to the left, having a radius of 63.15 feet and through a central angle of 21° 48' 05", and (4) South 03° 40' 18" West – 93.87 feet to the Point of Beginning.

Containing 1824 square feet of land area, more or less.

The BASIS OF BEARINGS for this project is the California Coordinate System of 1983, Zone III (Epoch 2000.86) as determined locally by GPS survey measurements and a least squares adjustment holding NGS control stations LAKE ALHAMBRA – PID JS4835, HPGN D CA 04 HK – PID AA3821, GPS CONTROL POINT 41 – PID DE8498, GPS CONTROL POINT 59 – PID DE8508, and GPS CONTROL POINT 60 – PID DE8505 fixed per geodetic values published by the State of California Record of Survey No. 3151 and recorded in 136 LSM 3 thru 6. The projects combined scale factor is 0.99993878. Multiply grid distances by 1.0000612 to obtain ground distances.

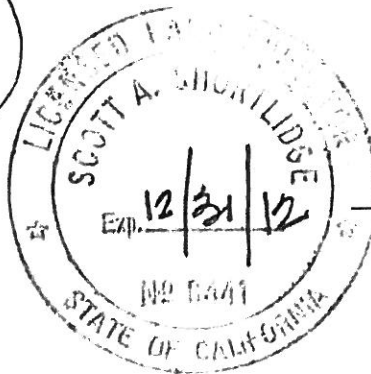
This land description has been prepared at TY Lin International, Inc., by me, or under my direction, pursuant to Chapter 15, Article 3, Section 8726(L) of the Professional Land Surveyors' Act, and in conformance with Division 2, Chapter 2, Article 1, Section 66428(a)(2) of the Subdivision Map Act of the State of California and shall not be utilized in any conveyance which may violate said Act(s) or Local Ordinances.



Scott Shortlidge

Professional Land Surveyor

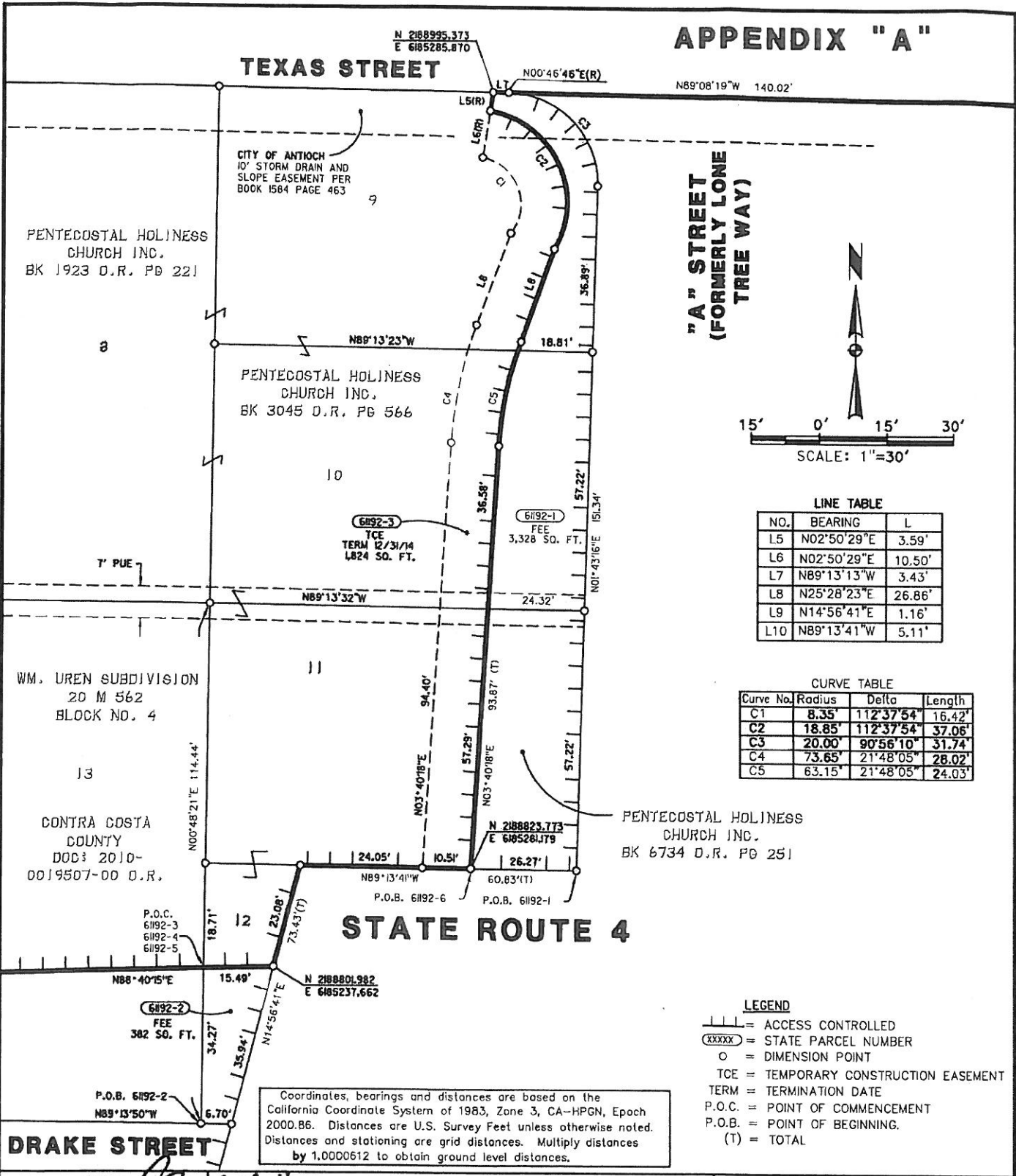
California No. 6441



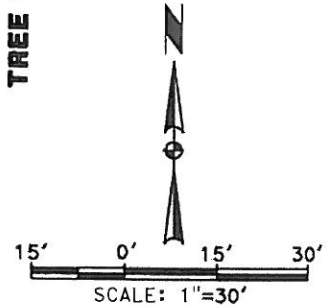
7-19-2011

Date

APPENDIX "A"



"A" STREET LONE
(FORMERLY LONE
TREE WAY)



LINE TABLE

NO.	BEARING	L
L5	N02°50'29"E	3.59'
L6	N02°50'29"E	10.50'
L7	N89°13'13"W	3.43'
L8	N25°28'23"E	26.86'
L9	N14°56'41"E	1.16'
L10	N89°13'41"W	5.11'

CURVE TABLE

Curve No.	Radius	Delta	Length
C1	8.35'	112°37'54"	16.42'
C2	18.85'	112°37'54"	37.06'
C3	20.00'	90°56'10"	31.74'
C4	73.65'	21°48'05"	28.02'
C5	63.15'	21°48'05"	24.03'

- LEGEND**
- ||| = ACCESS CONTROLLED
 - XXXXX = STATE PARCEL NUMBER
 - o = DIMENSION POINT
 - TCE = TEMPORARY CONSTRUCTION EASEMENT
 - TERM = TERMINATION DATE
 - P.O.C. = POINT OF COMMENCEMENT
 - P.O.B. = POINT OF BEGINNING.
 - (T) = TOTAL

Coordinates, bearings and distances are based on the California Coordinate System of 1983, Zone 3, CA-HPGN, Epoch 2000.86. Distances are U.S. Survey Feet unless otherwise noted. Distances and stationing are grid distances. Multiply distances by 1.0000612 to obtain ground level distances.



7-19-11
PARCEL 61192 - APPENDIX "A"

In Contra Costa County
California

TYLIN INTERNATIONAL
OFFICES IN SAN RAMON - SAN JOSE - OAKLAND - SACRAMENTO

Job No. 320089.00
Date 7/15/2011
Drawn By GSZ
Checked By SAS

APPENDIX "B"



Land Description of a parcel of land situate in the City of Antioch, Contra Costa County, California, same being portions of Lots 13, 14, 15, and 16 of Block 4 as delineated upon that certain map entitled, "WM UREN SUBDIVISION", filed September 12, 1927 in Map Book 20, at Page 562 Official Records of said County; same four parcels conveyed to Contra Costa County by Grant Deed(s) recorded under the following document numbers: 2010-0019507-00, 2010-0165856-00, 2009-0164959-00, and 2009-0225826-00 Official Records of said County; and being more particularly described as follows:

Surplus Property

Beginning at the northeast corner of said Lot 13; Thence along the east line of Lot 13, South 00° 48' 21" West – 80.16 feet; Thence leaving said east line of and crossing through said Lot(s) 13, 14, 15, and 16 for the following two (2) courses: (1) South 88° 40' 15" West – 157.35 feet, and (2) South 82° 16' 56" West – 43.24 feet to a point on the west line of said Lot 16; Thence along said west line, North 00° 48' 21" East – 92.32 feet to the northwest corner of Lot 16; Thence along the north lines of Lot(s) 13, 14, 15, and 16, South 89° 13' 32" East – 200.00 feet to the Point of Beginning.

Containing 16,870 square feet of land area, more or less.



RESERVING therefrom to the Grantor and its successors and assigns any and all abutter's rights including access rights in and to the nearby freeway over and across the entire southerly line of the above described 16,870 square feet parcel of land.

RESERVING therefrom A TEMPORARY EASEMENT to terminate June 30, 2015 for construction purposes and incidents thereto, upon, over and across the County parcel(s) as follows:


Beginning at the southwest corner of the above described 16,870 square feet parcel, same corner being on the west line of said Lot 16; Thence with said west line, North $00^{\circ} 48' 21''$ East – 10.00 feet; Thence leaving said line and crossing through Lots 13 thru 16 for the following two (2) courses: (1) North $82^{\circ} 16' 56''$ East – 42.30 feet, and (2) North $88^{\circ} 40' 15''$ East – 158.28 feet to a point on the east line of said Lot 13; Thence along said east line, South $00^{\circ} 48' 21''$ West – 10.01 feet to southeast corner of the above described 16,870 square feet parcel; Thence along the south line of the 16,870 square feet parcel for the following two (2) courses: (1) South $88^{\circ} 40' 15''$ West – 157.35 feet, and (2) South $82^{\circ} 16' 56''$ West – 43.24 feet to the Point of Beginning.

Containing 2,006 square feet of land area, more or less.

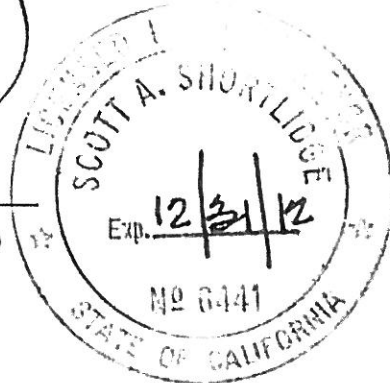
The BASIS OF BEARINGS for this project is the California Coordinate System of 1983, Zone III (Epoch 2000.86) as determined locally by GPS survey measurements and a least squares adjustment holding NGS control stations LAKE ALHAMBRA – PID JS4835, HPGN D CA 04

HK – PID AA3821, GPS CONTROL POINT 41 – PID DE8498, GPS CONTROL POINT 59 – PID DE8508, and GPS CONTROL POINT 60 – PID DE8505 fixed per geodetic values published by the State of California Record of Survey No. 3151 and recorded in 136 LSM 3 thru 6. The projects combined scale factor is 0.99993878. Multiply grid distances by 1.0000612 to obtain ground distances.

This land description has been prepared at TY Lin International, Inc., by me, or under my direction, pursuant to Chapter 15, Article 3, Section 8726(L) of the Professional Land Surveyors' Act, and in conformance with Division 2, Chapter 2, Article 1, Section 66428(a)(2) of the Subdivision Map Act of the State of California and shall not be utilized in any conveyance which may violate said Act(s) or Local Ordinances.

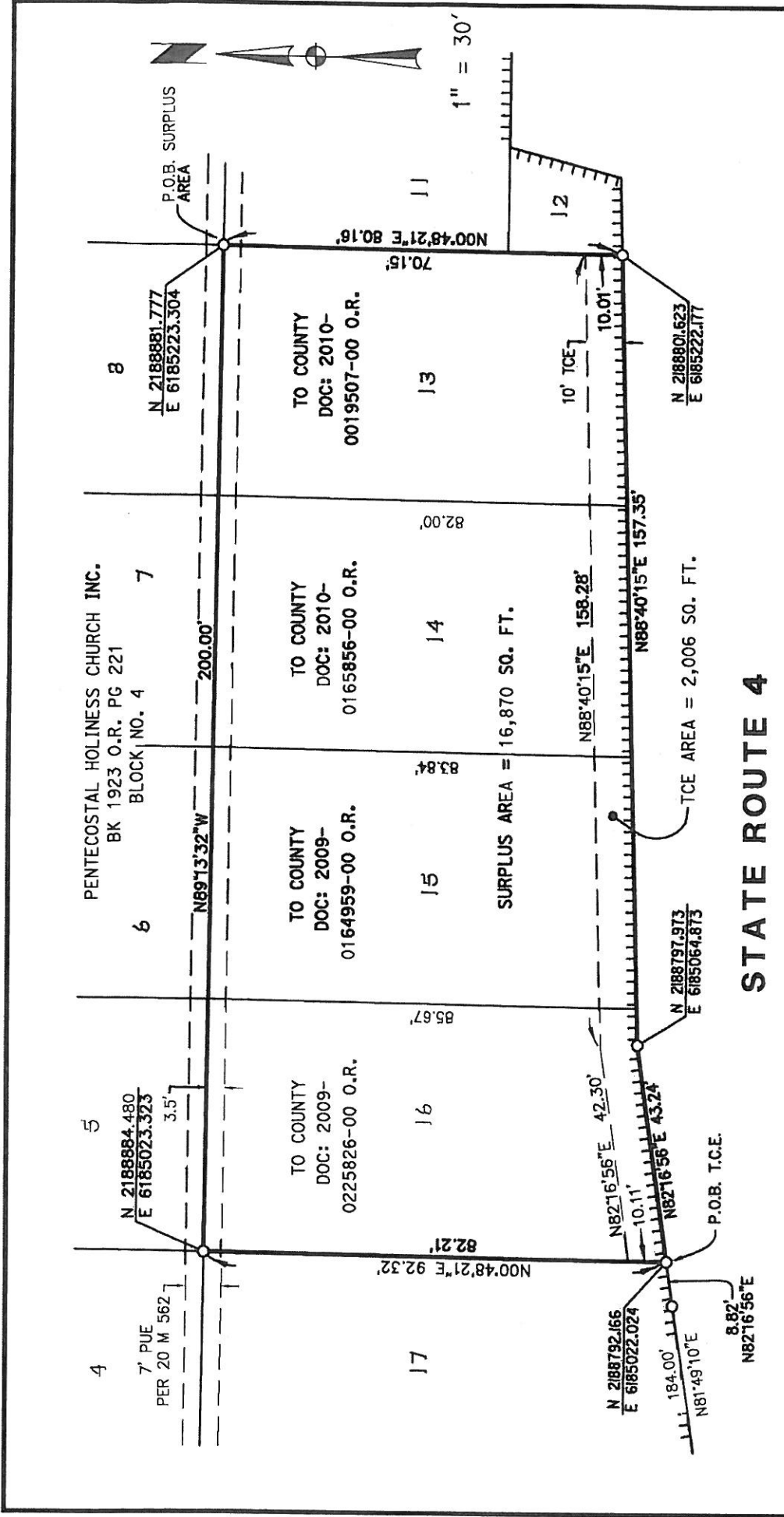


Scott Shortlidge
Professional Land Surveyor
California No. 6441



7-19-2011

Date



STATE ROUTE 4

Coordinates, bearings and distances are based on the California Coordinate System of 1983, Zone 3, CA-HPGN, Epoch 2000.86. Distances are U.S. Survey Feet unless otherwise noted. Distances and stationing are grid distances. Multiply distances by 1.0000612 to obtain ground level distances.

LEGEND
 --- ACCESS CONTROLLED
 O DIMENSION POINT
 () TOTAL
 TCE TEMPORARY CONSTRUCTION EASEMENT
 P.O.B. POINT OF BEGINNING

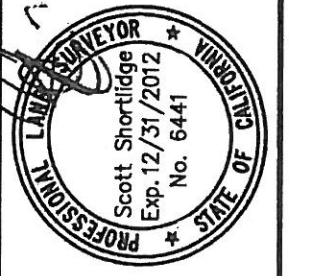
APPENDIX "B"
SURPLUS PROPERTY

TY-LIN INTERNATIONAL
 OFFICES IN SAN RAMON - SAN JOSE - OAKLAND - SACRAMENTO

In City of Antioch, California

Job No. 320089.00
 Date 07/19/2011
 Drawn By GSZ
 Checked By SAS

1



APPENDIX "C"



Land Description of a parcel of land situate in the City of Antioch, Contra Costa County, California, same being portions Lots 11, 12, 13, 14, 15, 16 of Block 4 as delineated upon that certain map entitled, "WM UREN SUBDIVISION", filed September 12, 1927 in Map Book 20, at Page 562 Official Records of said County, and being more particularly described as follows:

Utility Easement 1:

An EASEMENT for utility purposes and incidents thereto, upon, over and across both above mentioned Lots described as follows:

Commencing at the northwest corner of said Lot 16; Thence along the west line of Lot 16, South $00^{\circ} 48' 21''$ West – 80.78 feet for the Point of Beginning hereof; Thence leaving said west line and crossing through Lots 11, 13, 14, 15, and 16 for the following two (2) courses: (1) North $82^{\circ} 16' 56''$ East – 227.24 feet, and (2) South $07^{\circ} 43' 04''$ East – 10.10 feet to a point on the south line of said Lot 11; Thence along said south line, North $89^{\circ} 13' 41''$ West – 5.11 feet; Thence across Lot(s) 12, 13, 14, 15, and 16 for the following two (2) courses: (1) South $14^{\circ} 56' 41''$ West – 2.24 feet, and (2) South $82^{\circ} 16' 56''$ West – 223.03 feet to a point on the west line of said Lot 16; Thence along said west line, North $00^{\circ} 48' 21''$ East – 11.54 feet to the Point of Beginning.

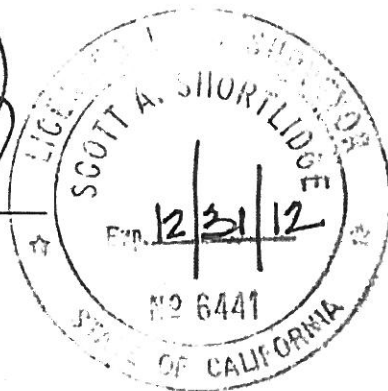
Containing 2,594 square feet of land area, more or less.

The BASIS OF BEARINGS for this project is the California Coordinate System of 1983, Zone III (Epoch 2000.86) as determined locally by GPS survey measurements and a least squares adjustment holding NGS control stations LAKE ALHAMBRA – PID JS4835, HPGN D CA 04 HK – PID AA3821, GPS CONTROL POINT 41 – PID DE8498, GPS CONTROL POINT 59 – PID DE8508, and GPS CONTROL POINT 60 – PID DE8505 fixed per geodetic values published by the State of California Record of Survey No. 3151 and recorded in 136 LSM 3 thru 6. The projects combined scale factor is 0.99993878. Multiply grid distances by 1.0000612 to obtain ground distances.

This land description has been prepared at TY Lin International, Inc., by me, or under my direction, pursuant to Chapter 15, Article 3, Section 8726(L) of the Professional Land Surveyors' Act, and in conformance with Division 2, Chapter 2, Article 1, Section 66428(a)(2) of the Subdivision Map Act of the State of California and shall not be utilized in any conveyance which may violate said Act(s) or Local Ordinances.



Scott Shortlidge
Professional Land Surveyor
California No. 6441

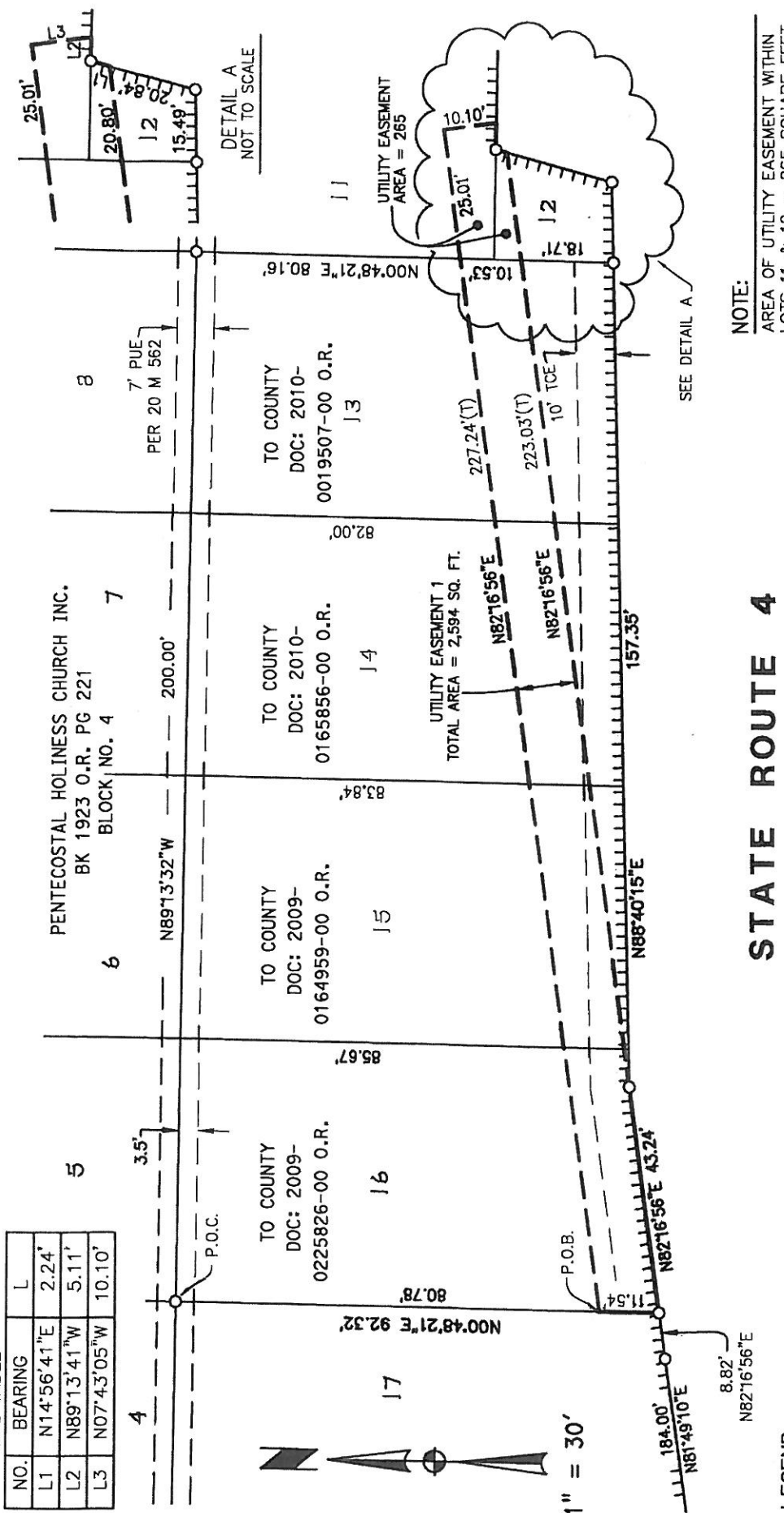


7-19-2011

Date

LINE TABLE

NO.	BEARING	L
L1	N14°56'41"E	2.24'
L2	N89°13'41"W	5.11'
L3	N07°43'05"W	10.10'



NOTE:

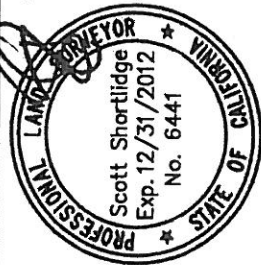
AREA OF UTILITY EASEMENT WITHIN LOTS 11 & 12 = 265 SQUARE FEET

Coordinates, bearings and distances are based on the California Coordinate System of 1983, Zone 3, CA-HPGN, Epoch 2000.86. Distances are U.S. Survey Feet unless otherwise noted. Distances and stationing are grid distances. Multiply distances by 1.0000612 to obtain ground level distances.

STATE ROUTE 4

LEGEND

- ACCESS CONTROLLED
- DIMENSION POINT
- (T) TOTAL
- TCE TEMPORARY CONSTRUCTION EASEMENT
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING



7-19-2011

D.D.S.D. UTILITY EASEMENT APPENDIX "C"

In City of Antioch, California

Job No. 320089.00
Date 07/14/2011
Drawn By GSZ
Checked By SAS

TYLININTERNATIONAL

OFFICES IN SAN RAMON - SAN JOSE - OAKLAND - SACRAMENTO

APPENDIX "D"



Land Description of two parcels of land situate in the City of Antioch, Contra Costa County, California, same being portions of Lots 11, 13, 14, 15, and 16 of Block 4 as delineated upon that certain map entitled, "WM UREN SUBDIVISION", filed September 12, 1927 in Map Book 20, at Page 562 Official Records of said County, and being more particularly described as follows:

Utility Easement - 2

An EASEMENT for utility purposes and incidents thereto, upon, over and across the above mentioned Lots described as follows:

Commencing at the northwest corner of said Lot 16; Thence along the west line of Lot 16, South 00° 48' 21" West – 69.99 feet for the Point of Beginning hereof; Thence across the above mentioned Lots for the following three (3) courses: (1) North 82° 16' 56" East – 243.56 feet, (2) South 07° 43' 04" East – 10.67 feet, and (3) South 82° 16' 56" West – 245.16 feet to a point of the west line of said Lot 16; Thence along said west line, North 00° 48' 21" East – 10.79 feet to the Point of Beginning.

Containing 2,606 square feet of land area, more or less.

Utility Easement - 3

An EASEMENT for utility purposes and incidents thereto, upon, over and across both above mentioned Church parcels described as follows:

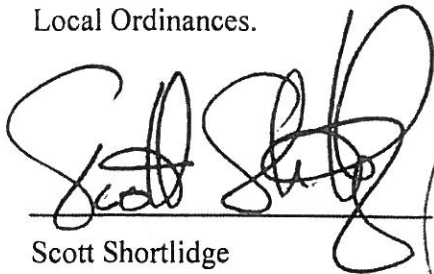
Commencing at the northwest corner of said Lot 16; Thence along the west line of Lot 16, South 00° 48' 21" West – 59.63 feet for the Point of Beginning hereof; Thence across the above mentioned

Lots for the following three (3) courses: (1) North 82° 16' 56" East – 244.73 feet, (2) South 07° 43' 04" East – 10.25 feet, and (3) South 82° 16' 56" West – 246.26 feet to a point of the west line of said Lot 16; Thence along said west line, North 00° 48' 21" East – 10.36 feet to the Point of Beginning.

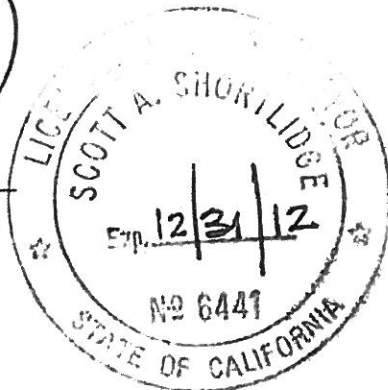
Containing 2,516 square feet of land area, more or less.

The BASIS OF BEARINGS for this project is the California Coordinate System of 1983, Zone III (Epoch 2000.86) as determined locally by GPS survey measurements and a least squares adjustment holding NGS control stations LAKE ALHAMBRA – PID JS4835, HPGN D CA 04 HK – PID AA3821, GPS CONTROL POINT 41 – PID DE8498, GPS CONTROL POINT 59 – PID DE8508, and GPS CONTROL POINT 60 – PID DE8505 fixed per geodetic values published by the State of California Record of Survey No. 3151 and recorded in 136 LSM 3 thru 6. The projects combined scale factor is 0.99993878. Multiply grid distances by 1.0000612 to obtain ground distances.

This land description has been prepared at TY Lin International, Inc., by me, or under my direction, pursuant to Chapter 15, Article 3, Section 8726(L) of the Professional Land Surveyors' Act, and in conformance with Division 2, Chapter 2, Article 1, Section 66428(a)(2) of the Subdivision Map Act of the State of California and shall not be utilized in any conveyance which may violate said Act(s) or Local Ordinances.



Scott Shortlidge
Professional Land Surveyor
California No. 6441

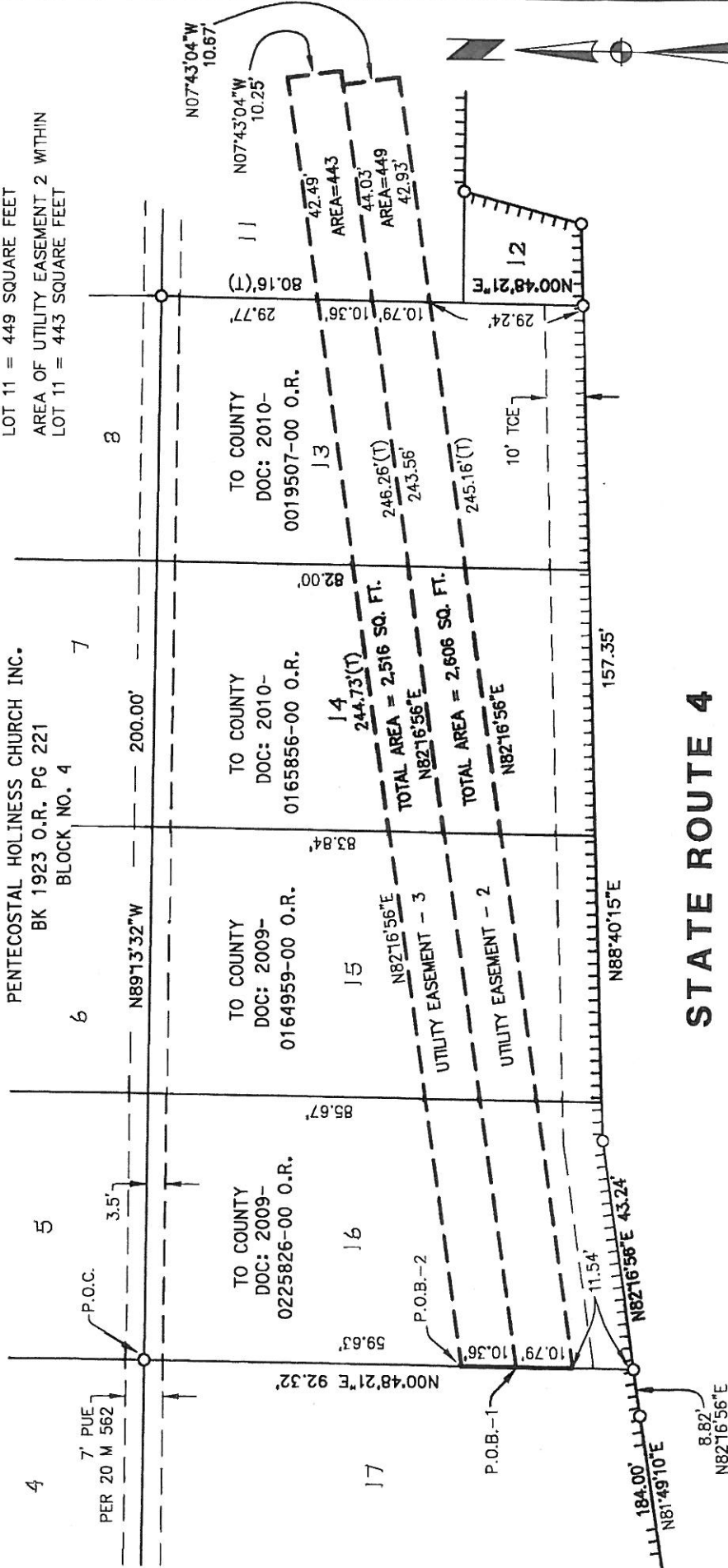


7-19-2011

Date

NOTE:

AREA OF UTILITY EASEMENT 1 WITHIN LOT 11 = 449 SQUARE FEET
 AREA OF UTILITY EASEMENT 2 WITHIN LOT 11 = 443 SQUARE FEET



- LEGEND**
- ACCESS CONTROLLED
 - DIMENSION POINT
 - TCE TEMPORARY CONSTRUCTION EASEMENT
 - P.O.C. POINT OF COMMENCEMENT
 - P.O.B. POINT OF BEGINNING
 - (T) TOTAL

Coordinates, bearings and distances are based on the California Coordinate System of 1983, Zone 3, CA-HPGN, Epoch 2000.86. Distances are U.S. Survey Feet unless otherwise noted. Distances and stationing are grid distances. Multiply distances by 1.0000612 to obtain ground level distances.



7-19-2011

C.O.A. UTILITY EASEMENT - APPENDIX "D"

In City of Antioch,
 California

TYLIN INTERNATIONAL
 OFFICES IN SAN RAMON - SAN JOSE - OAKLAND - SACRAMENTO

Job No. 320089.00
 Date 07/18/2011
 Drawn By GSZ
 Checked By SAS