

EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT
(ORBISONIA HEIGHTS)

This Exclusive Negotiating Rights Agreement (“Agreement”) is dated _____, 2017 (the “Effective Date”), and is between the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the “County”), and PACIFIC WEST COMMUNITIES, INC., an Idaho corporation (the “Developer”).

RECITALS

- A. The County, in its capacity as housing successor to the Contra Costa County Redevelopment Agency, is the owner of approximately 7.767 acres of real property located near West Leland Road and Bailey Road in Bay Point, California, having the following Assessor’s Parcel Numbers: 094-012-021; 094-012-022; 094-012-023; 094-012-024; 094-012-025; 094-012-026; 094-012-027; 094-012-030; 094-012-031; 094-012-032; 094-012-033; 094-012-038; 094-012-039; 094-012-040; 094-013-001; 094-013-002; 094-013-003; 094-013-004; 094-013-005; 094-013-006; 094-013-012; 094-013-013; 094-013-014; 094-013-015; 094-013-016; 094-014-001; 094-014-010; 094-014-011; 094-014-012; 094-014-013; 094-014-014; 094-015-006; 094-015-010; 094-015-011; 094-015-012; 094-015-013; 094-015-014; 094-015-027; 094-015-028; 094-016-002; 094-026-001; 094-026-002; 094-026-008; and 094-026-007, as more particularly described in Exhibit A (the “Property”).
- B. The County desires the Property to be developed with a 325-unit mixed use affordable housing community (the “Development”). Developer has developed projects similar to the proposed Development.
- C. The purpose of this Agreement is twofold. First, it is intended to enable the parties to assess the feasibility of the Development. Second, if the Development is determined to be feasible, it is intended to enable the parties to negotiate a disposition and development agreement (a “DDA”). Under the DDA, the Property would be conveyed to the Developer for construction of the Development.
- D. Because the property is a housing asset of the former Redevelopment Agency, its disposition is governed by the County, in its capacity as housing successor, and is subject to the requirements of Health and Safety Code Section 34176.

The parties therefore agree as follows:

AGREEMENT

Exclusive Negotiations

1. Good Faith Negotiations. The County and the Developer shall negotiate diligently and in good faith during the Negotiating Period (defined below), the terms of a DDA for the development of the Development on the Property.

Among the issues to be addressed in the negotiations are: (i) the price to be paid by the Developer for the Property, (ii) the physical and land title conditions of the Property, (iii) the type of entitlements necessary for the Development, (iv) the design, density, and mix of uses within the Development, (v) the development schedule for the Development, (vi) financing of the Development; (vii) the marketing of, sales process associated with, and management of the Development, (viii) housing affordability and the nature of affordability controls, and (ix) the green building components of the Development.

2. Negotiating Period. The "Negotiating Period" under this Agreement is comprised of (i) an initial period of six months, beginning on the Effective Date, and, (ii) if agreed to by the parties in writing, one three-month renewal period. The County's Director of Conservation and Development (the "Director") will make the determination for the County with respect to whether the Negotiating Period will be extended through the renewal period. The Director's decision will be based on his reasonable judgment as to whether sufficient progress has been made toward a mutually acceptable DDA to merit further negotiations.
 - a. Subject to Section 2.b. below, if a DDA is not executed by the parties prior to the expiration of the Negotiating Period, this Agreement will terminate and neither party will have any further rights or obligations under this Agreement (with the exception of Section 22 (waiver of lis pendens), Section 23(d) (indemnity) and Section 25 (no commissions), all of which survive the termination of this Agreement). Upon the execution of a DDA by the County and the Developer, this Agreement will terminate and all rights and obligations of the parties with respect to the Development will be governed by the DDA.
 - b. Notwithstanding anything to the contrary in this Agreement, if at the end of the Negotiating Period, a form of DDA has been mutually agreed upon by the Developer and the Director but the DDA has not been approved by the parties' governing bodies, the Director may extend the Negotiating Period to the date on which the County holds a public hearing to consider approving the DDA.

3. Exclusive Negotiations. During the Negotiating Period, the County may only negotiate with the Developer regarding development of the Property and may not solicit or entertain bids or proposals for such development from any other entity.

4. Party Representatives. The Developer's representative to negotiate the DDA is Caleb Roope, its President and Chief Executive Officer. The County's representative to

negotiate the DDA is Maureen Toms, its Deputy Director of Conservation and Development.

NEGOTIATION TASKS

5. Overview. To facilitate negotiation of the DDA, the parties shall use reasonable good faith efforts to accomplish the negotiation tasks set forth below in an effort to (i) determine the feasibility of the Development, and (ii) complete the negotiation and execution of a mutually acceptable DDA prior to the expiration of the Negotiating Period.
6. Financing and Costs of Development. Within ninety days of the Effective Date, the Developer shall prepare and submit to the County a detailed financial proforma for the Development containing matters typically contained in such proformas, including (without limitation) a detailed development cost budget and tax credit funding analysis. The development cost budget will be used to evaluate the financial feasibility of the Development and to identify financing sources for the Development. The Developer shall cause the financial proformas to include (i) an analysis of the affordable units to be constructed as part of the Development, and (ii) Developer's obligation to pay prevailing wages in connection with the construction of the Development as required by applicable law.
7. Purchase Price for the Property. The County and the Developer shall seek to agree upon a purchase price for the Property. The proposed purchase price for the Property will be subject to approval by the County's Board of Supervisor following a noticed hearing conducted in accordance with Health and Safety Code Section 33433.
8. Site and Architectural Plans. The Developer shall prepare and submit to the County a proposed site plan, including massing diagram and a rendering that identifies the location, general configuration and proposed design characteristics of the buildings, parking spaces, landscaping, and other aspects of the Development. During the Negotiating Period the Developer shall prepare appropriate refinements and modifications to the site plan, diagram and renderings for the County's review and approval. During the Negotiating Period, the Developer shall affirmatively outreach to the local community to obtain and consider community input regarding the design of the Development.
9. Planning Approvals. The Developer acknowledges that the Development requires approvals and entitlements from the County (such approvals and entitlements are the "Planning Approvals"). During the Negotiating Period, the Developer shall submit conceptual site plans and preliminary designs for the Development to the appropriate County departments for their informal review. During the Negotiation Period, the Developer shall submit applications for those components, if any, of the Planning Approvals that are required to be submitted in accordance with the schedule of performance described in Section 10 below.
10. Schedule of Performance. Within sixty (60) days after the Effective Date, the Developer shall provide the County with a proposed detailed schedule of performance for the

Development which is to include, but is not limited to: The dates for obtaining Planning Approvals and financing commitments for the Development, the date for the submittal of construction plans to the City, the date for satisfaction of all preconditions to conveyance of the Property, the dates for close of escrow and conveyance of the Property, and the dates for the commencement and completion of construction of the Development.

11. Due Diligence. During the Negotiating Period, the Developer shall conduct any and all investigations it deems necessary to enable it to negotiate those aspects of the DDA that relate to the physical condition of the Property at the time of conveyance.
12. Utilities. The Developer shall consult with the utility companies serving the Property to determine if construction of the Development will require existing utility facilities to be expanded, relocated or placed underground. The County shall assist and cooperate with the Developer in such consultations.
13. Reports. The County shall provide the Developer with copies of all reports, studies, analyses, correspondence and similar documents (collectively, "documents"), exclusive of detailed property appraisals, prepared or commissioned by the County with respect to this Agreement and the Development, promptly following execution of this Agreement with respect to documents then in its possession or under its reasonable control, and promptly upon their completion with respect to any subsequently prepared documents.

The Developer acknowledges that the County needs sufficient detailed information about the proposed Development (including, without limitation, the financial information described in Section 6) to make informed decisions regarding the DDA.

14. Organizational Documents; Financial Statements. The Developer shall provide the County with copies of its organizational documents evidencing that the Developer has been duly organized, is in good standing and is able to perform its obligations under this Agreement and the DDA. The Developer shall provide the County will copies of its financial statements for the three years preceding the Effective Date, along with evidence of its 501(c)(3) status, if applicable.
15. Environmental Review. The County shall prepare or cause to be prepared the appropriate environmental documentation required by the California Environmental Quality Act ("CEQA") for consideration of approval of the DDA, provided that nothing in this Agreement may be construed to compel the County to approve or make any particular findings with respect to such CEQA documentation. The Developer shall provide any information about the Development that the County requires to enable it to prepare, or cause to be prepared, CEQA-required documents, and shall generally cooperate with the County to complete CEQA-related tasks.
16. Section 33433 Report. The County shall prepare the documentation that is required to be submitted to the County Board and the County Board of Supervisors in conjunction with the County's and the County's consideration of any DDA, in accordance with Section 33433(a)(2)(B) of the California Health and Safety Code. The Section 33433 report will

contain the estimated value of the Property determined (i) at its highest and best use, and (ii) at the use and with the conditions, covenants and development costs required pursuant to the DDA.

17. Progress Reports. From time to time as reasonably agreed upon by the parties, each party shall make oral or written progress reports advising the other party on studies being made and matters being evaluated by the reporting party with respect to this Agreement and the Development.
18. Outreach. The Developer shall prepare and submit to the County a plan for community outreach associated with the development of the Development. During the Negotiating Period, the Developer shall prepare appropriate refinements and modifications to the community outreach plan that are reasonably requested by the County.

GENERAL PROVISIONS

20. Limitation on Effect of Agreement. This Agreement does not obligate either the County or the Developer to enter into a DDA. By execution of this Agreement, the County is not committing itself to or agreeing to undertake acquisition, disposition or exercise of control over any parcels in the Property. Execution of this Agreement by the County is merely an agreement to conduct a period of exclusive negotiations in accordance with the terms hereof, reserving for subsequent County Board of Supervisors action, the final discretion and approval regarding the execution of a DDA and all proceedings and decisions in connection therewith. Any DDA resulting from negotiations pursuant to this Agreement will be effective only if it is considered and approved by the County Board of Supervisors in accordance with all legally required procedures, and if it is executed by duly authorized representatives of the County and the Developer. Until and unless a DDA is approved by the County Board and executed by the County and the Developer, no agreement drafts, actions, deliverables or communications arising from the performance of this Agreement will impose any legally binding obligation on either party to enter into or support entering into a DDA or be used as evidence of any oral or implied agreement by either party to enter into any other legally binding document.
21. Notices. Any notices required or permitted under this Agreement (other than day to day routine communications) must be in writing and sent by overnight or personal delivery with delivery receipt. Such notices are to be sent to the address listed below:

County: Contra Costa County, Housing Successor
 30 Muir Road
 Martinez, CA 94553
 Attn: Maureen Toms, Deputy Director

Developer: Pacific West Communities
 430 E. State Street, Ste. 100
 Eagle, ID 83616
 Attn: Caleb Roope, President and CEO

At any time, either party may designate in writing a substitute address for an address set forth above and thereafter notices are to be directed to such substituted address. Notices will be deemed received as follows: on the date shown on the delivery receipt as the date of delivery, the date delivery was refused, or the date the item was returned as undeliverable. If the date on the delivery receipt is not a business day, notice will be deemed received on the following business day.

22. Waiver of Lis Pendens. It is expressly understood and agreed by the parties that no lis pendens may be filed against any portion of the Property by reason of this Agreement or any dispute or act arising from this Agreement.
23. Right of Entry. If the Developer or its consultants enter upon the Property, the Developer shall:
 - (a) Give the County seventy-two (72) hours' notice of intent to enter the Property and the purpose of the entry.
 - (b) Repair and restore any damage it may cause.
 - (c) Deliver to the County, within ten (10) days of receipt thereof, a complete copy of any investigation, test, report or study that the Developer conducts, or causes to be conducted, with respect to the Property.
 - (d) Indemnify, defend and hold the County and its directors, officers, employees and agents harmless from any and all claims, liabilities, damages, losses, expenses, costs and fees (including attorneys' fees and costs) that may proximately arise out of the Developer's entry upon the Property or the investigation(s) and test(s) the Developer may conduct.
 - (e) Prior to entry, cause the County to be named as an additional insured on a Commercial General Liability insurance policy with limits not less than Two Million Dollars (\$2,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverage from Contractual Liability, Personal Injury, Broadform Property Damage, Products and Completed Operations. The required insurance is to be provided under an occurrence form by an insurer authorized and licensed to provide such insurance in the State of California, and the Developer shall maintain such coverage for not less than two (2) years after the expiration of the Negotiating Period.
24. Costs and Expenses. Except as otherwise set forth in this Agreement, each party is responsible for the costs and expenses it incurs as a result of activities and negotiations undertaken in connection with, and the performance of its obligations under, this Agreement.

25. No Commissions. The County is not liable for any real estate commissions or brokerage fees that may arise as a result of this Agreement or a DDA. The County represents that it has not engaged a broker, agent or finder in connection with this transaction and the Developer agrees to defend and hold the County harmless from the claims of any broker, agent or finder retained by the Developer.
26. Default and Remedies. Failure by either party to negotiate in good faith or to fulfill its obligations under this Agreement is an event of default hereunder. At the non-defaulting party's election, the non-defaulting party may give written notice of a default to the defaulting party, specifying the nature of the default and the action required to cure the default. If the default remains uncured fifteen days after receipt of the notice by the defaulting party, the non-defaulting party may terminate this Agreement.
- a. Following a default and termination, neither party will have any further right, remedy or obligation under this Agreement, except that the obligations under Section 22 (waiver of lis pendens), Section 23(d) (indemnity) and Section 25 (no commissions), all survive the termination of this Agreement.
 - b. Except as expressly provided above, if there is a default under this Agreement, (i) neither party will be liable to the other party for damages or otherwise, and (ii) neither party will have any other claims with respect to performance under this Agreement. Each party specifically waives and releases any such rights or claims it may otherwise have at law or in equity.
27. Governing Law. The laws of the State of California govern all matters arising out of this Agreement.
28. Entire Agreement; Counterparts. This Agreement constitutes the entire agreement between the parties regarding the subject matter of this Agreement. This Agreement may be executed in counterparts.
29. Assignment. The Developer may not transfer or assign any or all of its rights or obligations under this Agreement.

[Remainder of Page Intentionally Left Blank]

30. No Third Party Beneficiaries. This Agreement is made and entered into solely for the benefit of the County and the Developer and no other person has any right of action under or by reason of this Agreement.

The parties are signing this Agreement as of the date set forth in the introductory paragraph.

COUNTY

DEVELOPER

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

Pacific West Communities, an Idaho
corporation

By: _____
Maureen Toms, Deputy Director

By: _____
Caleb Roope, President and CEO

H:\Community Dev - Former Redev\Orbisonia Heights ENA V3.docx

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

- 094-012-021**
- 094-012-030**
- 094-012-031**
- 094-012-032**
- 094-012-033**
- 094-012-038** (was 094-012-034 prior to r-o-w conveyance)

All that certain real property being "Parcel One (Fee Title)" in the Grant Deed recorded August 23, 2000 as document 2000-0180815-00, described as follows:

Real property in an unincorporated area of the County of Contra Costa, State of California, being a portion of Lots 10, 11, 12, 13, 14, 15, 27, 28, and the area shown as "Alley" as shown on the map entitled "Map of Orbisonia Heights" filed April 22, 1930, in Book 21 of Maps at page 593, described as follows:

Beginning at the southwest corner of said Lot 15; thence from said Point of Beginning, along the easterly right of way line of Bailey Road as shown on the State of California Department of Transportation Right of Way Record Map R-X20A.3b, on file with the State of California Department of Transportation, north 0°05'46" east 15.64 feet; thence south 89°54'26" east 7.39 feet, thence north 2°03'30" east 47.49 feet; thence north 16°07'01" east 46.78 feet; thence north 2°02'53" east 130.10 feet; thence north 45°10'42" east 27.08 feet to the southerly boundary of State Highway 4, said point from which a radial line of a non-tangent curve, concave to the north, having a radius of 460.00 feet, bears north 14°45'48" east; thence easterly along said southerly boundary of State Highway 4, and the arc of said curve, through a central angle of 27°28'23", a distance of 220.57 feet to a point on the westerly right of way line of Broadway Avenue; thence along said westerly right of way line, south 0°05'46" west 56.08 feet to the southeast corner of said Lot 28 (21 M5 93); thence, along the southerly line of said Lot 28 and its westerly prolongation, north 89°22'56" west 136.99 feet to the centerline of the area shown as "Alley" on said map of Orbisonia Heights (21 M5 93); thence along said centerline, south 0°05'46" west 200.00 feet to the intersection with the easterly prolongation of the south line of said Lot 15 (21 M5 93); thence, along said easterly prolongation and said south line of Lot 15, north 89°22'56" west 126.99 feet to the Point of Beginning.

EXCEPTING THEREFROM: Any and all Abutter's Rights of Access along the hereinbefore described courses above as follows:

- 1) north 2°03'30" east 47.49 feet; 2) north 16°07'01" east 46.78 feet; 3) north 2°02'53" east 130.10 feet; 4) north 48°10'42" east 27.08 feet, 5) easterly along the southerly boundary of State Highway 4 along the arc of said 4-60.00 foot radius curve, through a central angle of 27°28'23", a distance of 220.57 feet.

ALSO EXCEPTING THEREFROM: (Sewer Easement)

Real property in an unincorporated area of the County of Contra Costa, State of California, being a portion of Lots 11, 28, and a portion of the Alley as shown on the map entitled "Map of Orbisonia Heights" filed April 22, 1930, in Book 21 of Maps at page 593, described as follows:

Commencing at the southeast corner of said Lot 28; thence along the east line of Lot 28, north 0°05'46" east 15.23 feet to the Point of Beginning; thence from said Point of Beginning, leaving said easterly line of Lot 28, north 88°37'10" west 238.35 feet to a point on the westerly right of way line of Bailey Road as shown on the State of California, Department of Transportation Right of Way Record Map R-X20A.3b on file with the State of California Department of Transportation; thence along said westerly line, north 2°02'53" east 19.94 feet; thence north 45°10'42" east 13.23 feet to a point from which a radial line of a non-tangent curve,

concave to the north, having a radius of 472.00 feet bears north 15°36'52" east; thence leaving said westerly right of way line of Bailey Road, easterly along the arc of said curve, through a central angle of 26°47'14", a distance of 220.67 feet; thence non-tangent to said curve south 61°04'54" east 11.11 feet to a point on the easterly line of said Lot 28; thence, along said easterly line, south 0°05'46" west 21.15 feet to the Point of Beginning.

ALSO EXCEPTING THEREFROM: (Trail Easement)

Real Property in an unincorporated area of the County of Contra Costa, State of California being a portion of lots 10, 11, 27, 28 and a portion of the Alley as shown on the map entitled "Map of Orbisonia Heights" filed April 22, 1930 in Book 21 of Maps at page 593 described as follows:

Commencing at the southeast corner of said Lot 28; thence along the east line of said Lot 28 north 0°05'46" east 36.38 feet to the Point of Beginning; thence from said Point of Beginning north 61°04'51" west 11.11 feet to a point from which a radial line of a non-tangent curve, concave to the north, having a radius of 472.00 feet bears north 11°10'22" west; thence westerly along the arc of said curve through a central angle of 26°47'14" a distance of 220.67 feet; thence non-tangent to said curve north 45°10'42" east 13.85 feet to a point on the southerly right of way line of State Route 4, being a point on a non-tangent curve, concave to the north, having a radius of 460.00 which bears north 14°45'48" east; thence easterly along said curve, through a central angle of 27°28'23", an arc distance of 220.57 feet; thence non-tangent to said curve south 0°05'46" west 19.70 feet to the Point of Beginning.

FURTHER EXCEPTING from said Parcel One (2008-0180815-00) (Bailey r-o-w)

Beginning at the Southwest corner of said Parcel (2000-0180815-00); thence northerly along the westerly line North 0°05'19' East 15.64 feet; thence South 89°54'53" East 2.50 feet; thence South 0°05'19' West 15.66 feet to the Southern line of said parcel; thence westerly along said line South 89°23'41" West 2.50 feet to the point of beginning.

094-015-028

All that certain real property being "Parcel Two (Fee Title)" in the Grant Deed recorded August 23, 2000 as document 2000-0180815-00, described as follows:

Real property in an unincorporated area of the County of Contra Costa, State of California, being a portion of parcel 51304 described in the Grant Deed to Contra Costa County recorded August 5, 1993, in Book 18819 of official Records at page 179, and a portion of Lots 44, 45, and a portion of the Alley as said Lots are shown on the map entitled "Map of Orbisonia Heights" filed April 22, 1930, in Book 21 of Maps at page 593, described as follows:

Beginning at the southwest corner of said Contra Costa County parcel; thence from said Point of Beginning, along the southerly line of said County parcel, south 89°22'56" east 87.32 feet to the southeast corner thereof, said point lying on the westerly right of way line of Wollam Avenue as shown on the State of California Department of Transportation Right of Way Record Map R-X20A.4, on file with the State of California Department of Transportation; thence, along said westerly right of way line and the County Right of Way as shown on said Map, north 0°05'46" east 22.25 feet; thence northerly, northwesterly, westerly, and southwesterly along the arc of a tangent curve, concave to the southwest, having a radius of 33.79 feet, through a central angle of 126°33'33", distance of 74.65 feet; thence tangent to said curve, south 53°32'13" west 11.40 feet; thence southwesterly along the arc of a tangent curve, concave to the northwest, having a radius of 516.00 feet, through a central angle of 17°12'03" a distance of 154.91 feet to a point of reverse curvature having a radius of 32.00 feet; thence southwesterly along said curve through a central angle of 48°45'30" an arc distance of 27.23 feet; thence south 89°22'56" east 131.18 feet; thence north 0°04'48" east 50.00 feet to the Point of Beginning.

094-012-022-3

All that certain real property situated in the unincorporated area, County of Contra Costa, State of California, described as follows: Lot 29, as designated on the map entitled "Map of Orbisonia Heights, Contra Costa County, California", which map was filed in the office of the recorder of the County of Contra Costa, State of California; on April 22, 1930 in Volume 21 of Maps, at Page 593

094-012-023-1

All that certain real property situated in the unincorporated area, County of Contra Costa, State of California, described as follows: Lot 30, Map of Orbisonia Heights, filed April 22, 1930, Map Book 21, Page 593, Contra Costa County Records.

094-012-024-9

All that certain real property situated in the unincorporated area, County of Contra Costa, State of California, described as follows: Lot 31, as delineated upon certain map entitled "Map of Orbisonia Heights". Contra Costa County, California, filed on April 22, 1930, Map Book 21, Page 593 and 594, in the office of the County Recorder in the County of Contra Costa, State of California

094-012-025-6

All that certain real property situated in the unincorporated area, County of Contra Costa, State of California, described as follows: Lot 32, Map of Orbisonia Heights, filed on April 22, 1930, Volume 21 of Maps, Page 593, Contra Costa County Records,

094-012-026-4

All that certain real property situated in the unincorporated area, County of Contra Costa, State of California, described as follows: LOT 33, AS SHOWN ON THE MAP ENTITLED, "MAP OF ORBISONIA HEIGHTS, CONTRA COSTA COUNTY, CALIFORNIA ", FILED ON APRIL 22, 1930 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY IN BOOK 21 OF MAPS AT PAGE 593.

094-012-027-2

All that certain real property situated in the unincorporated area, County of Contra Costa, State of California, described as follows: Lot 34, as designated on the map entitled "Map of Orbisonia Heights, Contra Costa County, California ", which map was filed in the office of the Recorder of the County of Contra Costa, State of California, on April 22, 1930 in Volume 21 of Maps, at Page 593.

094-012-039-7 (was 094-012-035, prior to exception below)

All that certain real property situated in the unincorporated area, County of Contra Costa, State of California, described as follows: Lot 16, as designated on the map entitled "Map of Orbisonia Heights". Contra Costa County, California, filed on April 22, 1930, Map Book 21, Page 593 and 594, in the office of the County Recorder in the County of Contra Costa, State of California

Except: THE LAND DESCRIBED HEREIN AS SITUATED IN THE UNINCORPORATED AREA OF BAY POINT OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING THE WESTERLY 2.50 FEET OF LOT 16, AS DESIGNATED ON THE MAP ENTITLED "MAP OF ORBISONIA HEIGHTS, CONTRA COSTA COUNTY, CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA ON APRIL 22, 1930, IN BOOK 21 OF MAPS, PAGE 593.

094-012-040-5 (was 094-012-036 prior to exception below)

Lot 17, as delineated upon that certain map entitled "Map of Orbisonia Heights". Contra Costa County, California, filed April 22, 1930 in Map Book 21, Pages 593 and 594 in the office of the recorder of the County of Contra Costa, State of California.

Except: REAL PROPERTY IN THE UNINCORPORATED AREA OF BAY POINT, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS: BEING A PORTION OF LOT 17, OF THE "MAP OF ORBISONIA HEIGHTS" BOOK 21 PAGE 593 AND THE PARCEL OF LAND DESCRIBED IN THE GRANT DEED TO CONTRA COSTA COUNTY REDEVELOPMENT AGENCY RECORDED FEBURARY 9, 2010 IN SERIES NUMBER 2010-0026356, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWESTERN CORNER OF SAID LOT 17; THENCE NORTH ALONG THE WESTERN LINE OF SAID LOT 17 NORTH 00°05'19" EAST, 50.00 FEET TO THE NORTHERN LINE OF SAID LOT 17; THENCE EAST ALONG THE NORTHERN LINE OF SAID LOT 17 SOUTH 89°23'41" EAST, 2.50 FEET; THENCE SOUTH 00°05'19" WEST, 33.21 FEET; THENCE SOUTH 44°39'11" EAST, 16.04 FEET; THENCE SOUTH 89°23'41" EAST, 31.20 FEET; THENCE EAST ALONG A TANGENT CURVE TO THE EAST SOUTHEAST WITH A RADIUS OF 55.00 FEET THRU A CENTRAL ANGLE OF 25°50'31" AND AN ARC LENGTH OF 24.81 FEET TO THE SOUTHERN LINE OF SAID LOT 17; THENCE WEST ALONG THE SOUTHERN LINE OF SAID LOT 17 NORTH 89°23'41" WEST, 68.92 FEET TO THE POINT OF BEGINNING.

094-013-001-6

PORTION OF THE WEST ½ OF THE SOUTHEAST ¼ OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING IN THE CENTER OF SAID SECTION 14; THENCE FROM SAID POINT OF COMMENCEMENT, SOUTH 0 DEGREE 45' EAST, ALONG THE LINE BETWEEN THE SOUTHWEST ¼ AND THE SOUTHEAST ¼ OF SAID SECTION 1018 FEET; THENCE NORTH 89 DEGREES 46' EAST 125 FEET TO THE INITIAL POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND SAID INITIAL POINT OF BEGINNING BEING ON THE SOUTH LINE OF MAY STREET, AS SAID STREET IS DESIGNATED ON THE MAP ENTITLED "MAP OF ORBISONIA HEIGHTS, CONTRA COSTA COUNTY, CALIFORNIA ", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, ON APRIL 22, 1930 IN VOLUME 21 OF MAPS, AT PAGE 593; THENCE FROM SAID POINT OF BEGINNING CONTINUING ALONG THE SAME LINE 100 FEET TO A POINT ON THE SOUTH LINE OF MAY STREET THAT INTERSECTS WITH THE WEST LINE OF WILLOW AVENUE; THENCE SOUTH 0 DEGREE 45' EAST ALONG THE WEST LINE OF WILLOW AVENUE 50.00 FEET TO A POINT; THENCE SOUTH 89 DEGREES 46' WEST 100 FEET; THENCE NORTH 0 DEGREE 45' WEST 50 FEET TO THE POINT OF BEGINNING.

094-013-002-4

PORTION OF THE WEST ½ OF THE SOUTHEAST ¼ OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM GERTRUDE MC GINNIS TO THEODORE COLLINGS, ET UX, DATED DECEMBER 11, 1945 AND RECORDED DECEMBER 13, 1945 IN BOOK 859 OF OFFICIAL RECORDS, AT PAGE 344; THENCE FROM SAID POINT OF BEGINNING, NORTH 89° 46' EAST, ALONG THE SOUTH LINE OF SAID COLLINGS PARCEL (859 OR 344), 100 FEET TO THE WEST LINE OF THE 50 FEET IN WIDTH STRIP OF LAND DESCRIBED IN THE DEED FROM ANTONE P. ENES, ET AL, TO CONTRA COSTA COUNTY, DATED MARCH 2, 1936 AND RECORDED MARCH 18, 1936 IN BOOK 413 OF OFFICIAL RECORDS, AT PAGE 60; THENCE SOUTH 00 45' EAST, ALONG SAID WEST LINE, 50.4 FEET TO THE NORTH LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM ANTONE P. ENES, ET AL, TO MARTIN MC GINNIS, DATED JULY 29 1940 AND RECORDED NOVEMBER 18, 1940 IN BOOK 568 OF OFFICIAL RECORDS, AT PAGE 271; THENCE SOUTH 89° 46' WEST, ALONG SAID NORTH LINE, 100 FEET TO A POINT THAT BEARS SOUTH 00 45' EAST FROM THE POINT OF BEGINNING; THENCE NORTH 00 45' WEST, 50.4 FEET TO THE POINT OF BEGINNING

094-013-003-2

Portion of the West ½ of the Southeast ¼ of Section 14, Township 2 North, Range 1 West, Mount Diablo Base and Meridian, described as follows:
Commencing at the Northwest corner of said West ½ of the Southeast ¼ of Section 14; thence from said point of commencement, South 0° 45' East along the West line of said ¼ Section, 1168.40 feet; thence North 89° 46' East 125 feet to the actual point of beginning of the herein described parcel of land being the Northwest corner of the parcel of land described in the deed from Harold H. Mc Ginnis, et ux, to Carl J. Pullmer, dated November 15, 1937 and recorded November 15, 1937 in Book 456 of Official Records, Page 71, being also the southeast corner of the parcel of land described in the Deed from Clementine Enes, et ux, to Roger George Ellis, et ux dated November 24, 1941 and recorded January 2, 1942, in Book 657 of Official Records, Page 148; thence from said point of beginning North 89° 46' East along the North line of said Pullmer Parcel (456 O.R. 71) 100 feet to the West line of the County Road; thence North 00 45' West along said West line of the County Road; thence North 0° 45' West along said West line 50 feet to the South line of the Parcel of land described in the Deed from Clementine Enes to Gertrude Mc Ginnis, Dated November 26, 1941 and recorded January 2, 1942, in Book 654 of Official Records, Page 271; thence South 89° 46' West along said South line 100 feet to the East line of said Ellis Parcel (657 O.R. 148); thence South 0° 45' East along said East line 50 feet to the point of beginning

094-013-004

Portion of the Northwest ¼ of the Southeast ¼ of Section 14, Township 2 North, Range 1, West, Mount Diablo Base and Meridian, described as follows: Beginning at the northwest corner of the parcel of land described in the deed from Harold R. McGinnis, et ux, to Earl C. Fullmer, et ux, dated November 15, 1937 and recorded April 8, 1938 in Volume 456 of Official Records, at Page 71, said point of beginning being the southwest corner of the parcel of land described in the deed from Antone P. Enes, et ux, to Gertrude I, McGinnis, dated July 29, 1940 and recorded November 18, 1940, in Volume 568 of Official Records, at Page 271; thence from said point of beginning North 89° 46' east, along the south line of said McGinnis Parcel (568 or 271), 100 feet to the west line of the strip of land described in the deed from Antone P. Enes, et al, to Contra Costa County, dated March 2, 1936 and Recorded March 18, 1936 in Volume 413 of Official Records at Page 60 thence South 0° 45' east, along said west line, 45 feet; thence South 89° 46' west, parallel with the south line of said McGinnis parcel (568 or 271), 100 feet to the east line of the parcel of land described in the deed from George V. Patterson to Floyd L. Stoneking, dated March 1, 1941 and recorded March 18, 1941 in Volume 568 of Official Records, at Page 349; thence North 0° 45' west, along said east line, 45 feet to the point of beginning

094-013-005-7

Portion of the Northwest ¼ of the Southeast ¼, Section 14, Township 2 North, Range 1 West, Mount Diablo Base and Meridian, described as follows: Beginning on the West line of the strip of land described in the Deed to Contra Costa County, recorded March 18, 1936, Book 413 Official Records, Page 60, at the Southeast corner of the Parcel of land described in the Deed to Earl J. Fullmer, et ux, recorded April 8, 1938, Book 456 Official Records, Page 71; thence from said point of beginning North 0° 45' West along said West line 45 feet to the South line of the Parcel of land described in the Deed to Herbert W. Christofferson, et ux, recorded July 22, 1946, Book 841 Official Records, Page 499; thence South 89° 46' West along said South line, 100 feet to the West line of said Fuller Parcel, 456 OR 71; thence South 0° 45' East along said West line 45 feet to the South line of said Fuller Parcel; thence North 89° 46' East along said South line 100 feet to the point of beginning.

094-013-006-5

Portion of the northwest ¼ of the southeast ¼ of Section 14, Township 2 North, Range I West, Mount Diablo Base and Meridian, described as follows: Beginning on the West line of the strip of land described in the deed to Contra Costa County, recorded March 18, 1936 in Book 413, Official Records, Page 60 at the North line of the tract of land designated on the map of Pittsburg Terrace Unit No. 1, filed November 15, 1930 in Book 21 of Maps, Page 604; thence from said point of beginning North 0° 45' West, along said West line, 50 feet to the South line of the parcel of land described in the deed to Harold R. McGinnis, et ux, recorded March 4, 1936 in Book 404, Official Records, Page 225; thence South 89° 46' West along said South line, 100 feet to the East line of the parcel of land described in the deed to Martha E. McGinnis, recorded June 13, 1940 in Book 547, Official Records, Page 192; thence South 0° 45' East along said East line, 50 feet to the North line of said Pittsburg Terrace Unit No. 1, 21 Maps, 604; thence North 89° 46' East along said North line, 100 feet to the point of beginning.

094-013-012-3 (was 094-013-007, prior to exception below)

Portion of the southwest ¼ of the southeast ¼ of Section 14, Township 2, North, Range 1 West, Mount Diablo Base and Meridian, described as follows: Commencing at a point which bears South 0° 45' East, a distance of 1308.40 feet from the center of Section 14, Township 2 North, Range 1 West, Mount Diablo Base and Meridian; thence North 89° 46' East 25 feet to the point of beginning; thence from said point of beginning North 0° 45' West 58 feet; thence North 89° 46' East 100 feet; thence South 0° 45' East 58 feet; thence South 89° 46' West 100 feet to the point of beginning

Except: REAL PROPERTY IN THE UNINCORPORATED AREA OF BAY POINT OF THE COUNTY

OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS: PORTION OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 1 WEST, MOUNT DIABLO MERIDIAN AND BASE DESCRIBED AS FOLLOWS: BEING THE WESTERLY 2.50 FEET OF THE PARCEL OF LAND DESCRIBED IN THE GRANT DEED TO THE CONTRA COSTA COUNTY REDEVELOPMENT AGENCY, RECORDED APRIL 04, 2008, IN SERIES NUMBER 2008-0072464-00.

094-013-013-1 (was 094-013-008 prior to exception below)

COMMENCING AT A POINT WHICH BEARS SOUTH 0 DEG 45' EAST, A DISTANCE OF 1168.40 FEET (FROM THE CENTER OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, THENCE NORTH 89 DEG 46' EAST, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING THENCE CONTINUING ALONG SAID LINE, A DISTANCE OF 100.00 FEET TO A POINT, THENCE SOUTH 0 DEG 45' EAST, A DISTANCE OF 82.00 FEET TO A POINT, THENCE NORTH 0 DEG 45' WEST, A DISTANCE OF 82.00 FEET TO A POINT OF BEGINNING.

Except: REAL PROPERTY IN THE UNINCORPORATED AREA OF BAY POINT OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS: PORTION OF THE SOUTHWEST OF THE SOUTHEAST OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEING THE WESTERLY 2.50 FEET OF THE PARCEL OF LAND DESCRIBED IN THE GRANT DEED TO CONTRA COSTA COUNTY REDEVELOPMENT AGENCY, RECORDED DECEMBER 23, 2008, IN SERIES NUMBER 2008-273546.

094-013-014-9 (was 094-013-009 prior to exception below)

Portion of the west ½ of the S.E. ¼ Section, 14 Township 2 N. Range 1 W. Mt. Diablo Base Meridian, described as follows: Commencing in the Center ¼ Corner of said Sec. 14; thence from said point of commencement 50°. 45' E. along the line between the S. W. ¼ and the S.E. ¼ of said Sec., 1,018 ft. thence North 89° 46' E. 25 ft.; thence S. 00 45' E 100.4 ft. to initial point of beginning of the herein described parcel of land; thence from said point of beginning S. 01 45' E. 50 ft. to the North line of the parcel of land described in the deed from Martha e. McGinnis to Herbert A. hall, et ux, dated Nov. 30, 1938 and recorded December 9, 1938 in Col. 488 Official Records at Page 216, thence N. 89° 46' E. along said line 100 ft, to the W. line of parcel of land described in deed from Antone P. Enea et ux to Martha McGinnis dated July 29, 1940 and recorded Nov. 18, 1940 in Vol. 568 of Official Records at Page 271; thence North 00 45' West along said line 50 ft.; thence S. 89° 46' West 100 ft. to the point of beginning.

Except: REAL PROPERTY IN THE UNINCORPORATED AREA OF BAY POINT, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS: PORTION OF THE WEST ½ OF THE SE ¼ SECTION 14, TOWNSHIP 2 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS: BEING THE WESTERLY 2.50 FEET OF THE PARCEL OF LAND AS DESCRIBED IN THE GRANT DEED TO THE CONTRA COSTA COUNTY REDEVELOPMENT AGENCY, RECORDED SEPTEMBER 30, 2010 IN SERIES 2010-0209973.

094-013-015-6 (was 094-013-010 prior to exception below)

PORTION OF THE WEST ½ OF THE SOUTHEAST ¼ OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 3 WEST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING ON THE CENTER LINE OF SAID SECTION 14; THENCE FROM SAID POINT OF BEGINNING SOUTH 0 DEGREES 45' EAST, ALONG THE LINE BETWEEN THE SOUTHWEST ¼ AND THE SOUTHEAST ¼ OF SAID SECTION 1018 FEET; THENCE NORTH 89 DEGREES 46' EAST 25 FEET; THENCE SOUTH 0 DEGREE 45' EAST 50.4 FEET TO THE INITIAL POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE FROM SAID POINT OF BEGINNING SOUTH 0 DEGREE 45' EAST 50 FEET; THENCE NORTH 89 DEGREES 46' EAST, 100 FEET TO THE NORTHWEST CORNER OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM ANTONE P. ENEA, ET AL, TO MARTHA MCGINNIS DATED JULY 29, 1940 AND RECORDED NOVEMBER 18, 1940 IN VOLUME 568 OF OFFICIAL RECORDS AT PAGE 271; THENCE NORTH 0 DEGREE 45' WEST 50 FEET; THENCE SOUTH 89 DEGREES 46' WEST 100 FEET TO THE POINT OF BEGINNING.

Except: REAL PROPERTY IN THE UNINCORPORATED AREA OF BAY POINT, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS: PORTION OF THE WEST ½ OF THE SE ¼ SECTION 14, TOWNSHIP 2 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS: BEING THE WESTERLY 2.50 FEET OF THE PARCEL OF LAND AS DESCRIBED IN THE GRANT DEED TO THE CONTRA COSTA COUNTY REDEVELOPMENT AGENCY, RECORDED MARCH 26, 2009 IN SERIES NUMBER 2009-063469.

094-013-016-4 (was 094-013-011 prior to exception below)

Real property in the unincorporated area of the County of Contra Costa, State of California, described as follows: PORTION OF THE WEST ½ OF THE SOUTHEAST ¼ OF SECTION 14 TOWNSHIP 2 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT WHICH BEARS SOUTH 0 DEGREE 45' EAST, A DISTANCE OF 1018 FEET FROM THE CENTER OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 1 WEST, M.D.B. AND M.; THENCE NORTH 89 DEGREES 46' EAST, 25 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE SAME LINE NORTH 89 DEGREES 46' EAST 100 FEET; THENCE SOUTH 0 DEGREES 45' EAST, 50 FEET; THENCE SOUTH 89 DEGREES 46' WEST 100 FEET, THENCE NORTH 0 DEGREE 45' WEST 50 FEET TO THE POINT OF BEGINNING

Except: REAL PROPERTY IN THE UNINCORPORATED AREA OF BAY POINT, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS: BEING A PORTION OF THE PARCEL OF LAND AS DESCRIBED IN THE GRANT DEED TO CONTRA COSTA COUNTY REDEVELOPMENT AGENCY RECORDED MARCH 26, 2009 IN SERIES NUMBER 2009-063469, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 2009-063469; THENCE EASTERLY ALONG THE SOUTHERN LINE OF SAID DEED SOUTH 89°23'41" EAST, 2.50 FEET; THENCE NORTH 00°05'19" EAST, 43.24 FEET; THENCE NORTH 45°05'19" EAST, 9.48 FEET TO THE NORTHERN LINE OF SAID PARCEL 2009-063469; THENCE WEST ALONG SAID NORTHERN LINE NORTH 89°23'41" WEST, 9.21 FEET TO THE NORTHWESTERN CORNER OF SAID PARCEL 2009-063469; THENCE SOUTH ALONG THE WESTERN LINE OF SAID DEED SOUTH 00°05'19" WEST, 50.00 FEET TO THE POINT OF BEGINNING.

094-014-001-5 (was 094-014-010-6 prior to exception below)

PORTION OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

PARCEL ONE: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST ¼ OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AD MERIDIAN; THENCE ALONG THE WESTERLY LINE OF SAID SOUTHEAST ¼ OF SAID SECTION; SOUTH 0 DEG 45' EAST, A DISTANCE OF 1308.40 FEET; THENCE NORTH 89 DEG 46' EAST, A DISTANCE OF 275.00 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREINAFTER DESCRIBED; THENCE FROM SAID POINT OF BEGINNING NORTH 89 DEG 46' EAST, A DISTANCE OF 195.00 FEET; THENCE NORTH 0 DEG 45' WEST A DISTANCE IF 90.00 FEET; THENCE SOUTH 89° 46' WEST, A DISTANCE OF 195.00 FEET; THENCE SOUTH 0° 45' EAST, A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING.

094-014-011-4

All that certain real property situated in the unincorporated area, County of Contra Costa, State of California, described as follows: Commencing at the northwest corner of southeast quarter of Section 14, Township 2 North, Range 1 West, M.D.B. & M.; thence along the westerly line of said southeast quarter of Section 14, South 0° 45' East, 1018 feet; thence North 89° 46' East 275 feet to the point of beginning; thence continuing along same line, 195 feet; thence South 0° 45' East, 50 feet; thence South 89° 46' West, 195 feet; thence North 0° 45' West, 50 feet to the point of beginning.

Being a portion of the southeast quarter of Section 14, Township 2 North, Range 1 West, M.D.B. & M.

094-014-012-2

Portion of the West ½ of the Southeast of Section 14, Township 2 North, Range 1 West, Mount Diablo Base and Meridian, described as follows: Beginning on the East line of the 50 feet street of land described in the deed from Antone P. Enes, et al, to Contra Costa County, dated March 2, 1936 and recorded March 18, 1936 in Volume 413 of official Records, at Page 60, at the Southwest corner of the parcel of land described in the Deed from Antone P. Enes et al, to Martha E. McGinnis, Dated December 28, 1938 and recorded April 28, 1939 in Volume 503 of Official Records at Page 221; thence from said point of beginning North 89° 46' East along the South line of said Parcel 195 feet; thence South 00 45' East, 50.4 feet to the North line of the parcel of land described in the deed from Antone P. Enes, et ux, to Harold R. McGinnis, et ux, dated March 10, 1936 and recorded March 25, 1937 in Book 432 of Official Records at Page 416; thence South 89° 46' West, along said North line and the extension Westerly thereof, 195 feet to the East line of said 50 foot strip (413 OR 60) thence North 0° 45' West along said line, 50.4 feet to the point of beginning.

094-014-013-0

All that certain real property situated in the unincorporated area, County of Contra Costa, State of California, described as follows: Commencing at the northwest corner of the southeast ¼ of Section 14, Township 2 North, Range 1 West, Mount Diablo Base and Meridian; thence along the westerly line of said southeast ¼ of said Section 14, South 0° 45' East 1018 feet; thence North 89° 46' East 275 feet to a point on the southerly side of May Street in Orbisonia Heights filed April 22, 1930 in Book 21 of Maps, Pages 593 and 594; thence leaving May Street, South 0° 45' East 100.40 feet to the point of beginning; thence continuing along same line 50 feet; thence North 89° 46' East 195 feet; thence North 0° 45' West 50 feet; thence South 89 46' West 195 feet to the point of beginning and being a portion of the southeast ¼ of Section 14, Township 2 North, Range 1 West, Mount Diablo Base and Meridian.

094-014-014-8

All that certain real property situated in the unincorporated area, County of Contra Costa, State of California, described as follows: Commencing at the northwest corner of the southeast quarter of the

Section 14, Township 2 North, Range 1 West, Mount Diablo Base and Meridian; thence along the westerly line of said southeast quarter of Section 14, South 0° 45' East, 1018 feet; thence North 89° 46' East 275 feet to a point on the southerly side of May Street in Orbisonia Heights, filed April 22, 1930 in Book 21 of Maps, Pages 593 and 594; thence leaving May Street, South 0° 45' East, 150.40 feet to the point of beginning; thence continuing along the same line 50 feet; thence North 89° 46' East, 195 feet; thence North 0° 45' West 50 feet; thence South 89° 46' West 195 feet to the point of beginning and being a portion of the southeast quarter of Section 14, Township 2 North, Range I West, Mount Diablo Base and Meridian.

094-015-006-3

All that certain real property situated in an Unincorporated Area, County of Contra Costa, State of California, described as follows: Portion of the northwest ¼ of the southeast ¼ of Section 14, Township 2 North Range 1 West, Mount Diablo Base and Meridian, Contra Costa County, California, described as follows: Commencing at the northwest corner of the southeast ¼ of Section 14, Township 2 North, Range 1 West; thence North 89° 46' East 695.00 feet and South 0° 45' East 618.00 feet to the actual point of beginning of the herein described parcel and which point is the southeast corner of the parcel of land described in the deed from Frank H. Harris, et ux, to Douglas E. Hams, et ux, Dated September 7, 1948 and recorded September 16, 1948, under Recorder's Serial No. 35233; thence from said actual point of beginning South 46' West along the South line of said Harris Parcel (No. 35233) and its extension westerly, 225.00 feet to the northwest corner of the parcel of land described in the Deed from Clementine Enes, et al, to Louis Tallant Roberts, Dated October 30, 1941 and recorded December 23, 1941, in Book 627 of Official Records at Page 447; thence South 0° 45' East along the West line of said Roberts Parcel (627 of Official Records, Page 447) 110.00 feet; thence leaving said West line of Roberts (627 of Official Records, Page 447) North 89° 46'; East 225.00 feet to a point in the East line of said Roberts Parcel (627 of Official Records, Page 447) thence North 0° 45' West along said East line 110.00 feet to the actual point of beginning.

EXCEPTING THEREFROM:

- (1) That portion of the hereinabove described parcel conveyed to the County of Contra Costa for use as a public highway described in the deed from Antone P. Enes, et al, to Contra Costa County, Dated October 9, 1937, and recorded October 21, 1937, in Book 446, of Official Records, Page 165; and
- (2) That portion of the hereinabove described parcel conveyed by Opal V. Roberts to Judson W. Albertson and Yoshiko Albertson, his wife, as joint tenants, described in the deed Dated September 2, 1971 and recorded September 3, 1971 in Book 6470 of Official Records, at Page 141.

094-015-010-5

All that certain real property situated in the unincorporated area, County of Contra Costa, State of California, described as follows: Lot 50, as shown on that certain map entitled "Map of Orbisonia Heights". Contra Costa County, California, filed on April 22, 1930, Map Book 21, Page 593 and 594, in the office of the County Recorder in the County of Contra Costa, State of California

094-015-011-3

All that certain real property situated in the unincorporated area, County of Contra Costa, State of California, described as follows: Lot 49 as designated on the map entitled "Map of Orbisonia Heights". Contra Costa County, California, filed on April 22, 1930, Map Book 21, Page 593 and 594, in the office of the County Recorder in the County of Contra Costa, State of California

094-015-012-1

All that certain real property situated in the unincorporated area, County of Contra Costa, State of California, described as follows: Lot 48 as designated on the map entitled "Map of Orbisonia Heights, Contra Costa County, California ", which map was filed in the office of the Recorder of the County of Contra Costa, State of California on April 22, 1930 in Volume 21 of Maps at Page 593.

094-015-013-9

All that certain real property situated in the unincorporated area, County of Contra Costa, State of California, described as follows: Lot 47, Map of Orbisonia Heights, filed April 22, 1930, Book 21 of Maps, Page 593, Contra Costa County Records

094-015-014-7

All that certain real property situated in the unincorporated area, County of Contra Costa, State of California, described as follows: Lot 46 as designated on the map entitled "Map of Orbisonia Heights, Contra Costa County, California", which map was filed in the office of the Recorder of the County of Contra Costa, State of California on April 22, 1930 in Volume 21 of Maps at Page 593

094-015-027-9

All that certain real property situated in the unincorporated area, County of Contra Costa, State of California, described as follows: Lot 51, Map of Orbisonia Heights, filed April 22, 1930, Map Book 21, Page 593, Contra Costa County Records

094-016-002-1

All that certain real property situated in the unincorporated area, County of Contra Costa, State of California, described as follows: Portion of the northwest ¼ of the southeast ¼ of Section 14, Township 2 North, Range 1 West, Mount Diablo Base and Meridian, described as follows: Beginning on the North line of the parcel of land described in the deed to Louis Tallant Roberts, recorded December 23, 1941, Book 627, Official Records, Pages 447 at the East line of the parcel of land described in the deed to Contra Costa County recorded October 21, 1937, Book 446, Official Records, Page 165; thence from said point of beginning South 0° 45' East along said East line, 110 feet to the North line of the parcel of land described in the deed to Carl A. Widing, et ux, recorded April 9, 1943, Book 725, Official Records, Page 437; thence North 89° 46' East along said North line, 87.5 feet to the East line of said Roberts parcel, 627 OR 447; thence along the East and North lines of said Roberts parcel, 627 OR 447 North 0° 45' West, 110 feet and South 89° 46' West, 87.5 feet to the point of beginning.

094-026-001-1

All that certain real property situated in the Unincorporated Area, County of Contra Costa, State of California, described as follows: Lot 6, in Block 1, as designated on the Map of Pittsburg Terrace, Unit No. 1, which map was filed in the Office of the Recorder of the County of Contra Costa, State of California, on November 5, 1930 in Volume 21 of Maps, at Page 604.

094-026-002-9

All that certain real property situated in the Unincorporated Area, County of Contra Costa, State of California, described as follows: Lot 5, in Block 1, as designated on the Map of Pittsburg Terrace, Unit No. 1, which map was filed in the Office of the Recorder of the County of Contra Costa, State of California, on November 5, 1930 in Volume 21 of Maps, at Page 604

094-026-007-8 (was 094-026-006 prior to exception below)

All that certain real property situated in the Unincorporated Area, County of Contra Costa, State of California, described as follows: LOT 1, BLOCK 1, MAP OF PITTSBURG TERRACE, UNIT NO. 1, FILED NOVEMBER 5, 1930 in MAP BOOK 21, PAGE 604, CONTRA COSTA COUNTY RECORDS.

Except: REAL PROPERTY IN THE UNINCORPORATED AREA OF BAY POINT OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING THE WESTERLY 2.50 FEET OF THE PARCEL OF LAND DESCRIBED IN THE GRANT DEED TO THE CONTRA COSTA COUNTY REDEVELOPMENT AGENCY RECORDED DECEMBER 3, 2010 IN SERIES NUMBER 2010-02728 13.

094-026-008-6 (was 094-026-005, prior to exception below)

Real property in the unincorporated area of the County of Contra Costa, State of California, described as follows: LOT 2, BLOCK 1, AS DESIGNATED ON THE MAP ENTITLED PITTSBURG TERRACE, UNIT NO. 1, WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF CONTRA COSTA ON NOVEMBER 5, 1930, MAP BOOK 21, PAGE 604.

Except: REAL PROPERTY IN THE UNINCORPORATED AREA OF BAY POINT OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 2, BLOCK 1, AS DESIGNATED ON THE MAP ENTITLED PITTSBURG TERRACE, UNIT NO. 1, FILED IN THE OFFICE OF THE RECORDER OF CONTRA COSTA COUNTY ON NOVEMBER 5, 1930, MAP BOOK 21, PAGE 604; THENCE SOUTHERLY ALONG THE WESTERN LINE OF SAID LOT 2 SOUTH 00°05'19" WEST, 50.00 FEET TO THE SOUTHERN LINE OF SAID LOT 2; THENCE ALONG SAID SOUTHERN LINE SOUTH 89°54'41" EAST, 22.50 FEET; THENCE ALONG A CURVE TO THE NORTHWEST WITH A RADIAL BEARING OF NORTH 00°05'19" EAST, A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND AN ARC LENGTH OF 31.42 FEET; THENCE NORTH 00°05'19" EAST, 30.00 FEET TO THE NORTHERN LINE OF SAID LOT 2; THENCE NORTH 89°54'41" WEST, 2.50 FEET TO THE POINT OF BEGINNING.