



COUNTYWIDE OVERSIGHT BOARD

September 26, 2022

3:00 P.M.

Department of Conservation and Development

To slow the spread of COVID-19, in lieu of a public gathering, the Countywide Oversight Board meetings will be remote until further notice and accessible via link to all members of the public as permitted by the Governor's Executive Order N29-20.

Federal D. Glover, Board of Supervisors ♦ Rita Xavier, Contra Costa Mayors' Conference
Susan Morgan, Special Districts ♦ John Hild, Superintendent of Schools
Phyllis Carter, Community College District
Jack Weir, Member of the Public ♦ Gabriel Lemus, RDA Employee

Agenda Items:

Items may be taken out of order based on the business of the day & preference of the Board.

Zoom Meeting information for:

Sep 26, 2022 03:00 PM Pacific Time (US and Canada)

Join from PC, Mac, Linux, iOS or Android:

<https://cccouny-us.zoom.us/j/84329059371?pwd=UDIBMUZCcUtEUVNVMIBxck1TcVp0UT09>

Meeting ID: 843 2905 9371

Password: 428223

Or Telephone, dial:

USA 214-765-0478 or USA **888-278-0254 (US Toll Free)**

Conference code: 841892

I. INTRODUCTIONS Call to order, roll call, pledge of allegiance.

- L.1 ADOPT** Resolution 2022/37 authorizing Teleconference Meetings (AB 361, Government Code § 54953(e)) for the Countywide Oversight Board.

II. PUBLIC COMMENT on any matter under the jurisdiction of the Oversight Board and NOT on this agenda (speakers may be limited to three minutes).

III. CONSIDER CONSENT ITEMS (Items listed as C.1-C.2):

Minutes

- C.1 APPROVE** the minutes from the January 24, 2022, meeting.

Other Items

- C.2 ADOPT** Resolution 2022/38 Approving and Directing the sale of property located at 7030 Brentwood Blvd., owned by the **Brentwood** Successor Agency, to the City of Brentwood for right-of-way purposes.

VI. ITEMS FOR DISCUSSION and/or ACTION

V. FUTURE AGENDA ITEMS

VI. ADJOURN until the next Countywide Oversight Board meeting to be held on January 23, 2023, 3:00 P.M.

The Countywide Oversight Board will provide reasonable accommodations for persons with disabilities planning to attend its meetings. Contact Anna Seithel at (925) 655-2896 at least 72 hours before the meeting.

Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the County to a majority of members of the Oversight Board less than 96 hours prior to that meeting are available for public inspection at the County Department of Conservation and Development, 30 Muir Road, Martinez during normal business hours.

For Additional Information Contact:

Maureen Toms, Oversight Board Secretary
Phone (925) 655-2895, Fax (925) 655-2750
maureen.toms@dcd.cccounty.us

Glossary of Acronyms, Abbreviations, and other Terms (in alphabetical order): Contra Costa County has a policy of making limited use of acronyms, abbreviations, and industry-specific language in meetings of its Board of Supervisors and Committees. Following is a list of commonly used abbreviations that may appear in presentations and written materials at meetings of the Transportation, Water and Infrastructure Committee:

AB Assembly Bill	HOT High-Occupancy/Toll
ABAG Association of Bay Area Governments	HOV High-Occupancy-Vehicle
ACA Assembly Constitutional Amendment	HSD Contra Costa County Health Services Department
ADA Americans with Disabilities Act of 1990	HUD United States Department of Housing and Urban Development
ALUC Airport Land Use Commission	IPM Integrated Pest Management
AOB Area of Benefit	ISO Industrial Safety Ordinance
BAAQMD Bay Area Air Quality Management District	JPA/JEPA Joint (Exercise of) Powers Authority or Agreement
BART Bay Area Rapid Transit District	Lamorinda Lafayette-Moraga-Orinda Area
BATA Bay Area Toll Authority	LAFCo Local Agency Formation Commission
BCDC Bay Conservation & Development Commission	LCC League of California Cities
BDCP Bay-Delta Conservation Plan	LTMS Long-Term Management Strategy
BGO Better Government Ordinance (Contra Costa County)	MAC Municipal Advisory Council
BOS Board of Supervisors	MAF Million Acre Feet (of water)
CALTRANS California Department of Transportation	MBE Minority Business Enterprise
CalWIN California Works Information Network	MOA Memorandum of Agreement
CalWORKS California Work Opportunity and Responsibility to Kids	MOE Maintenance of Effort
CAER Community Awareness Emergency Response	MOU Memorandum of Understanding
CAO County Administrative Officer or Office	MTC Metropolitan Transportation Commission
CCTA Contra Costa Transportation Authority	NACo National Association of Counties
CCWD Contra Costa Water District	NEPA National Environmental Protection Act
CDBG Community Development Block Grant	OES-EOC Office of Emergency Services-Emergency Operations Center
CEQA California Environmental Quality Act	PDA Priority Development Area
CFS Cubic Feet per Second (of water)	PWD Contra Costa County Public Works Department
CPI Consumer Price Index	RCRC Regional Council of Rural Counties
CSA County Service Area	RDA Redevelopment Agency or Area
CSAC California State Association of Counties	RFI Request For Information
CTC California Transportation Commission	RFP Request For Proposals
DCC Delta Counties Coalition	RFQ Request For Qualifications
DCD Contra Costa County Dept. of Conservation & Development	SB Senate Bill
DPC Delta Protection Commission	SBE Small Business Enterprise
DSC Delta Stewardship Council	SR2S Safe Routes to Schools
DWR California Department of Water Resources	STIP State Transportation Improvement Program
EBMUD East Bay Municipal Utility District	SWAT Southwest Area Transportation Committee
EIR Environmental Impact Report (a state requirement)	TRANSPAC Transportation Partnership & Cooperation (Central)
EIS Environmental Impact Statement (a federal requirement)	TRANSPLAN Transportation Planning Committee (East County)
EPA Environmental Protection Agency	TWIC Transportation, Water and Infrastructure Committee
FAA Federal Aviation Administration	USACE United States Army Corps of Engineers
FEMA Federal Emergency Management Agency	WBE Women-Owned Business Enterprise
FTE Full Time Equivalent	WCCTAC West Contra Costa Transportation Advisory Committee
FY Fiscal Year	WETA Water Emergency Transportation Authority
GHAD Geologic Hazard Abatement District	WRDA Water Resources Development Act
GIS Geographic Information System	
HBRR Highway Bridge Replacement and Rehabilitation	



COUNTYWIDE OVERSIGHT BOARD OF CONTRA COSTA COUNTY

TO: COUNTYWIDE OVERSIGHT BOARD
FROM: Maureen Toms, Oversight Board Secretary
DATE: 09/26/2022
SUBJECT: ADOPT Resolution 2022/37 authorizing Teleconference Meetings (AB 361, Government Code § 54953(e)) for the Countywide Oversight Board.
AGENDA ITEM: L.1

Recommendation(s)

ADOPT Resolution 2022/37 authorizing Teleconference Meetings (AB 361, Government Code § 54953(e)) for the Countywide Oversight Board.

Background

See attached.

Attachments

Resolution 2022/37
I-1_AB 361 staff report

RESOLUTION OF THE COUNTYWIDE OVERSIGHT BOARD
FOR THE COUNTY OF CONTRA COSTA

Adopted this Resolution on 09/26/2022 by the following vote:

AYE: ☐
NO: ☐
ABSENT: ☐
ABSTAIN: ☐
RECUSE: ☐



Resolution: 2022/37

A RESOLUTION OF THE COUNTYWIDE OVERSIGHT BOARD OF CONTRA COSTA COUNTY AUTHORIZING TELECONFERENCE MEETINGS UNDER GOVERNMENT CODE SECTION 54953(e) (ASSEMBLY BILL 361).

Recitals

A. On March 4, 2020, Governor Gavin Newsom proclaimed the existence of a state of emergency in California under the California Emergency Services Act, Gov. Code § 8550 et seq.

B. On March 10, 2020, the Board of Supervisors found that due to the introduction of COVID-19 in the County, conditions of disaster or extreme peril to the safety of persons and property had arisen, commencing on March 3, 2020. Based on these conditions, pursuant to Government Code section 8630, the Board adopted Resolution No. 2020/92, proclaiming the existence of a local emergency throughout the County.

C. On March 17, 2020, Governor Newsom issued Executive Order N-29-20, which suspended the teleconferencing rules set forth in the California Open Meeting law, Government Code section 54950 et seq. (the Brown Act), provided certain requirements were met and followed.

D. On June 11, 2021, Governor Newsom issued Executive Order N-08-21, which clarified the suspension of the teleconferencing rules set forth in the Brown Act and further provided that those provisions would remain suspended through September 30, 2021.

E. On September 16, 2021, Governor Newsom signed Assembly Bill 361, which provides that under Government Code section 54953(e), a legislative body subject to the Brown Act may continue to meet using teleconferencing without complying with the non-emergency teleconferencing rules in Government Code section 54953(b)(3) if a proclaimed state of emergency exists and state or local officials have imposed or recommended measures to promote social distancing.

F. On September 20, 2021, the Contra Costa County Health Officer issued recommendations for safely holding public meetings that include recommended measures to promote social distancing.

G. On February 25, 2022, Governor Newsom issued Executive Order N-04-22, terminating certain provisions of the State of Emergency dated March 4, 2020, but confirming the State of Emergency remained active and necessary to help California respond to, recover from, and mitigate the impacts of the COVID-19 pandemic.

H. On August 9, 2022, the Contra Costa Health Services, Office of the Director, issued Recommendations for Safely Holding Public Meetings. The Health Officer's Recommendations advised that the highly transmissible Omicron variant of COVID 19 and its subvariants are present in the County, and the Covid-19 case rate, test positivity, hospitalizations, and amount present in wastewater surveillance remain high. Among the Health Officer's recommendations: (1) on-line meetings (teleconferencing meetings) are encouraged, where practical, as those meetings present the lowest risk of transmission of SARS-CoV-2, the virus that causes COVID-19; (2) if a local agency determines to hold in-person meetings, offering the public the opportunity to attend via a call-in option or an internet-based service option is recommended when possible to give those at higher risk of and/or higher concern about COVID-19 an alternative to participating in person; (3) a written safety protocol should be developed and followed, and it is recommended that the protocol require social distancing, i.e., six feet of separation between attendees, face masking of all attendees, and encouraging attendees to be up-to-date on their COVID-19 vaccine; (4) seating arrangements should allow for staff and members of the public to easily maintain at least six-foot distance from one another at all practicable times; (5) consider holding public meetings outdoors; and (6) consider a voluntary attendance sheet to assist in contact tracing of any cases linked to a public meeting. These recommendations are still in effect.

I. In the interest of public health and safety, as affected by the emergency caused by the spread of COVID-19, the Countywide Oversight Board intends to invoke the provisions of Assembly Bill 361 related to holding meetings by teleconference.

NOW, THEREFORE, the Countywide Oversight Board resolves as follows:

1. The Countywide Oversight Board finds that: the state of emergency proclaimed by Governor Newsom on March 4, 2020, is currently in effect; the Contra Costa County Health Officer has recommended that public meetings be held by teleconferencing as those meetings present the lowest risk of transmission of SARS-CoV-2, the virus that causes COVID-19; and meeting in person would present imminent risks to the health or safety of attendees because COVID-19 test positivity in the County has been increasing.
2. As authorized by Assembly Bill 361, the Countywide Oversight Board will use teleconferencing for its meetings in accordance with the provisions of Government Code section 54953(e).
3. The Secretary is authorized and directed to take all actions necessary to implement the intent and purpose of this resolution, including conducting open and public meetings in accordance with Government Code section 54953(e) and all other applicable provisions of the Brown Act.

PASSED AND ADOPTED on September 26th, 2022, by the following vote:

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Countywide Oversight Board, on the date shown.

ATTEST:

Oversight Board Secretary Maureen Toms,

Contact:

cc: Maureen Toms, Contra Costa County

CONTRA COSTA COUNTY COUNTYWIDE OVERSIGHT BOARD

DATE: September 26, 2022
TO: Countywide Oversight Board
FROM: Maureen Toms, Secretary
SUBJECT: **Authorizing Teleconference Meetings (AB 361, Government Code § 54953(e))**

RECOMMENDATION

Consider the following actions related to the authorization of teleconference meetings consistent with AB 361, Government Code § 54953(e):

- i. ADOPT Resolution 2022-36 to authorize the Countywide Oversight Board of Contra Costa County to conduct teleconference meetings under Government Code section 54953(e) and make related findings;
- ii. DETERMINE that the bodies will hold virtual meetings for the next 30 days or until the next regularly scheduled meeting; and
- iii. DIRECT the Secretary to take actions as needed to implement the intent and return this matter to the Countywide Oversight Board within 30 days or at the next scheduled meeting if the Board meets less frequently for reconsideration.

DISCUSSION

When the COVID-19 pandemic began, Governor Newsom issued an executive order that allowed local agencies to meet remotely without complying with the strict teleconferencing requirements of the Brown Act. Executive Order N-29-20 suspended the Brown Act's non-emergency teleconferencing rules, including the requirements that each teleconference location must be physically accessible to the public and that the public must be given an opportunity to comment at each teleconference location. The Countywide Oversight Board has been meeting virtually since their September 2020, as authorized by Executive Order N-29-20 and subsequent orders. This authority expired September 30, 2021.

Assembly Bill 361 amended the teleconferencing provisions of the Brown Act, Government Code section 54953. Effective October 1, 2021, subsection (e) of Government Code section 54953 authorizes a local agency to use special teleconferencing rules when the legislative body of the local agency holds a meeting during a state of emergency declared by the state, and either (a) state or local officials have imposed or recommended measures to promote social distancing, or (b) the legislative body is meeting to determine, or has determined, that meeting in person would present imminent risks to the health or safety of meeting attendees.

The following rules apply to teleconferencing meetings held under Government Code section 54953(e):

- The Board must provide notice of the meeting and post an agenda as required by the Brown Act, but the agenda does not need to list each teleconference location or be physically posted at each teleconference location.
- The agenda must state how members of the public can access the meeting and provide public comment.
- The agenda must include an option for all persons to attend via a call-in or internet-based service option.
- The legislative body must conduct the meeting in a manner that protects the constitutional and statutory rights of the public.
- If there is a disruption in the public broadcast of the call-in or internet-based meeting service, the legislative body must stop and take no further action on agenda items until public access is restored.
- The Board may not require public comments to be submitted in advance of the meeting and must allow virtual comments to be submitted in real time.
- The legislative body must allow a reasonable amount of time per agenda item to permit members of the public to comment, including time to register or otherwise be recognized for the purposes of comment.
- If the legislative body provides a timed period for all public comment on an item, it may not close that period before the time has elapsed.
- The legislative body must reconsider the circumstances of the state of emergency and the findings in support of emergency teleconference meetings every 30 days or every time it meets.
- AB 361 sunsets on January 1, 2024.

A resolution authorizing teleconferencing under Government Code section 54953(e) is attached. It would determine that the state has declared a state of emergency related to COVID-19 and find that social distancing recommendations are in place and that there is an imminent risk of harm to the public, staff, and officials if live meetings are conducted. If adopted, the resolution would authorize the Conservancy to hold teleconference meetings consistent with the above rules.

If the Countywide Oversight Board wishes to continue teleconferencing under Government Code section 54953(e), every 30 days after adopting the resolution or every time it meets if less frequently than 30 days, the Countywide Oversight Board must reconsider the circumstances of the state of emergency and that one of the following circumstances exists: the emergency continues to directly impact the ability of members to safely meet in person, or state or local officials continue to impose or recommend measures to promote social distancing. If the state-declared emergency no longer exists, or if the Countywide Oversight Board does not make these findings by majority vote, then the Countywide Oversight Board will no longer be exempt from the Brown Act's non-emergency teleconferencing rules.



COUNTYWIDE OVERSIGHT BOARD OF CONTRA COSTA COUNTY

TO: COUNTYWIDE OVERSIGHT BOARD
FROM: Maureen Toms, Oversight Board Secretary
DATE: 09/26/2022
SUBJECT: APPROVE the minutes from the January 24, 2022, meeting.
AGENDA ITEM: C.1

Recommendation(s)

APPROVE the minutes from the January 24, 2022, meeting.

Background

See attached minutes.

Attachments

012422 Contra Costa County Oversight Board Mtg Minutes



COUNTYWIDE OVERSIGHT BOARD

RECORD OF ACTION FOR
Monday, January 24, 2022
3:00 P.M.

Federal D. Glover, Board of Supervisors ♦ Rita Xavier, Contra Costa Mayors'
Conference

Susan Morgan, Special Districts ♦ John Hild, Superintendent of Schools
Phyllis Carter, Community College District

Jack Weir, Member of the Public ♦ Gabriel Lemus, RDA Employee

Present: Susan Morgan, Special Districts
Rita Xavier, Contra Costa Mayors' Conference
Phyllis Carter, Community College District
Gabriel Lemus, RDA Employee
John Hild, Superintendent of Schools
Jack Weir, Member of the Public
Federal Glover, Board of Supervisors (arrived prior to agenda item C.16)

Absent:

INTRODUCTIONS Call to order, roll call, pledge of allegiance, select new Chair and Vice-Chair.

The meeting was called to order by Chair Xavier. In attendance: Board members Morgan, Xavier, Carter, Weir, Glover and Lemus. Chair Xavier will retain current position; Vice Chair Morgan nominates John Weir to serve as Vice Chair, M/S Morgan/Hild 6-0-0.

I. 1 ADOPT Resolution 2022/22 authorizing Teleconference Meetings (AB 361, Government Code § 54953(e)) for the Countywide Oversight Board.

Approved Consent Item I.1 M/S Weir/Morgan, 6-0-0.

Attachments:

Resolution 2022/22

CCC TELECONFERENCE Res 2022-22 SIGNED

Remote Meeting Staff Report

PUBLIC COMMENT on any matter under the jurisdiction of the Oversight Board and NOT on this agenda (speakers may be limited to three minutes).

There was no public comment.

CONSIDER CONSENT ITEMS (Items listed as C.1-C.16):

Approve Consent Items: C.1-C.16. County Auditor-Controller Bob Campbell & Board member Carter request to pull C.16. C.1-C.15 were approved: M/S Weir/Morgan, 6-0-0.

Minutes

C. 1 APPROVE the minutes from the September 27, 2021, meeting.

Minutes approved from September 27, 2021, meeting: M/S Xavier/Morgan, 6-0-0.

Attachments:

09-27-21 Oversight Board Meeting Record

Recognized Obligation Payment Schedule (ROPS)

C. 2 ADOPT Resolution 2022/26 Approving the Recognized Obligation Payment Schedule for July 1, 2022 – June 30, 2023 (ROPS 22-23) and Administrative Budget for the **Antioch** Successor Agency.

Approved on consent: M/S Weir/Morgan, 6-0-0.

Attachments:

Resolution 2022/26

Resolution 2022/26 SIGNED

Antioch ROPS Summary

Antioch ROPS Summary 22-23 SIGNED

Antioch Staff Report

Antioch Admin Budget

C. 3 ADOPT Resolution 2022/27 Approving the Recognized Obligation Payment Schedule for July 1, 2022 – June 30, 2023 (ROPS 22-23) and Administrative Budget for the **Brentwood** Successor Agency.

Approved on consent: M/S Weir/Morgan, 6-0-0.

Attachments:

Resolution 2022/27

Brentwood Resolution 2022-27 SIGNED

Brentwood ROPS Summary

Brentwood ROPS Summary 22-23 SIGNED

Brentwood Staff Report

Brentwood Admin Budget

C. 4 ADOPT Resolution 2022/25 Approving the Recognized Obligation Payment Schedule for July 1, 2022 – June 30, 2023 (ROPS 22-23) for the **Clayton** Successor Agency.

Approved on consent: M/S Weir/Morgan, 6-0-0.

Attachments:

Resolution 2022/25

Clayton Resolution 2022-25 SIGNED
Clayton ROPS Summary
Clayton ROPS Summary 22-23 SIGNED
Clayton Staff Report.

C. 5 ADOPT Resolution 2022/23 Approving the Recognized Obligation Payment Schedule for July 1, 2022 – June 30, 2023 (ROPS 22-23) and Administrative Budget for the **Concord** Successor Agency.

Approved on consent: M/S Weir/Morgan, 6-0-0.

Attachments:

Resolution 2022/23
Concord Resolution 2022-23 SIGNED
Concord ROPS Summary
Concord ROPS Summary 22-23 SIGNED
Concord Staff Report
Concord Admin Budget

C. 6 ADOPT Resolution 2022/28 Approving the Recognized Obligation Payment Schedule for July 1, 2022 – June 30, 2023 (ROPS 22-23) for the **El Cerrito** Successor Agency.

Approved on consent: M/S Weir/Morgan, 6-0-0.

Attachments:

Resolution 2022/28
El Cerrito Resolution 2022-28 SIGNED
El Cerrito ROPS Summary.
El Cerrito ROPS Summary 22-23 SIGNED
El Cerrito Staff Report

C. 7 ADOPT Resolution 2022/29 Approving the Recognized Obligation Payment Schedule for July 1, 2022 – June 30, 2023 (ROPS 22-23) and Administrative Budget for the **Hercules** Successor Agency.

Approved on consent: M/S Weir/Morgan, 6-0-0.

Attachments:

Resolution 2022/29
Hercules Resolution 2022-29 SIGNED
Hercules ROPS Summary
Hercules ROPS Summary 22-23 SIGNED
Hercules Staff Report

C. 8 ADOPT Resolution 2022/26 Approving the Recognized Obligation Payment Schedule for July 1, 2022 – June 30, 2023 (ROPS 22-23) for the **Lafayette** Successor Agency.

Approved on consent: M/S Weir/Morgan, 6-0-0.

Attachments:

Resolution 2022/30
Lafayette Resolution 2022-30 SIGNED
Lafayette ROPS Summary

Lafayette ROPS Summary 22-23 SIGNED

Lafayette Staff Report

C. 9 ADOPT Resolution 2022/31 Approving the Recognized Obligation Payment Schedule for July 1, 2022 – June 30, 2023 (ROPS 22-23) and Administrative Budget for the **Oakley** Successor Agency.

Approved on consent: M/S Weir/Morgan, 6-0-0.

Attachments:

Resolution 2022/31

Oakley Resolution 2022-31 SIGNED

Oakley ROPS Summary

Oakley ROPS Summary 22-23 SIGNED

Oakley SR/SA ROPS 22-23

Oakley Staff Report.

SA Admin Budget 2022-23

C.10 ADOPT Resolution 2022/32 Approving the Recognized Obligation Payment Schedule for July 1, 2022 – June 30, 2023 (ROPS 22-23) for the **Pinole** Successor Agency.

Approved on consent: M/S Weir/Morgan, 6-0-0.

Attachments:

Resolution 2022/32

Pinole Resolution 2022-32 SIGNED

Pinole ROPS Summary

Pinole ROPS Summary 22-23 SIGNED

Pinole Staff Report.

C.11 ADOPT Resolution 2022/24 Approving the Recognized Obligation Payment Schedule for July 1, 2022 – June 30, 2023 (ROPS 22-23) for the **Pittsburg** Successor Agency.

Approved on consent: M/S Weir/Morgan, 6-0-0.

Attachments:

Resolution 2022/24

Pittsburg Resolution 2022-24 SIGNED

Pittsburg ROPS Summary

Pittsburg ROPS 22-23 SIGNED

Pittsburg Staff Report

C.12 ADOPT Resolution 2022/34 Approving the Recognized Obligation Payment Schedule for July 1, 2022 – June 30, 2023 (ROPS 22-23) and Administrative Budget for the **Pleasant Hill** Successor Agency.

Approved on consent: M/S Weir/Morgan, 6-0-0.

Attachments:

Resolution 2022/34

Pleasant Hill Resolution 2022-34 SIGNED

Pleasant Hill ROPS Summary.

Pleasant Hill ROPS Summary 22-23 SIGNED

Pleasant Hill Staff Report

C.13 ADOPT Resolution 2022/14 Approving the Recognized Obligation Payment Schedule for July 1, 2022 – June 30, 2023 (ROPS 22-23) and Administrative Budget for the **Richmond** Community Successor Agency.

Approved on consent: M/S Weir/Morgan, 6-0-0.

Attachments:

- Resolution 2022/14
- Richmond Resolution 2022-14 SIGNED
- Richmond Staff Report
- Richmond ROPS Summary 22-23 SIGNED
- Richmond ROPS Summary A
- Richmond ROPS Summary B

C.14 ADOPT Resolution 2022/21 Approving the Recognized Obligation Payment Schedule for July 1, 2022 – June 30, 2023 (ROPS 22-23) and Administrative Budget for the **San Pablo** Local Successor Agency.

Approved on consent: M/S Weir/Morgan, 6-0-0.

Attachments:

- Resolution 2022/21
- San Pablo Resolution 2022-21 SIGNED
- San Pablo ROPS Summary
- San Pablo ROPS Summary 22-23 SIGNED
- San Pablo Staff Report

C.15 ADOPT Resolution 2022/20 Approving the Recognized Obligation Payment Schedule for July 1, 2022 – June 30, 2023 (ROPS 22-23) for the **Contra Costa County** Successor Agency.

Approved on consent: M/S Weir/Morgan, 6-0-0.

Attachments:

- Resolution 2022/20
- CC County Resolution 2022-20 SIGNED
- Contra Costa County ROPS Summary
- CC County ROPS Summary 22-23 SIGNED
- Contra Costa County Staff Report.

Other Items

C.16 ADOPT Resolution 2022-35 Approving the issuance and sale of tax allocation refunding bonds by the Successor Agency to the **Hercules** Redevelopment Agency.

Approved: M/S Glover/Hild, Carter abstained; 6-0-1.

Attachments:

- Resolution 2022/35
- Hercules Resolution 2022-35 SIGNED
- 2_ Successor Agency Resolution.
- 3_Hercules_MA Savings Analysis

4_Indenture
5_Form of Escrow Agreement for Agenda
6_Bond Purchase Agreement
7_Continuing Disclosure Certificate
Staff Report

IV. ITEMS FOR DISCUSSION and/or ACTION

D.1 RECEIVE Report on the status of assets held by Successor Agencies in Contra Costa County.

Received report.

V. FUTURE AGENDA ITEMS

September 26, 2022, 3:00 P.M. held for next meeting.

VI. ADJOURN

Adjourn to September 26, 2022, 3:00 P.M., for next meeting.

For Additional Information Contact:

Maureen Toms, Oversight Board Secretary
Phone (925) 655-2895, Fax (925) 655-2750
maureen.toms@dcd.cccounty.us



COUNTYWIDE OVERSIGHT BOARD OF CONTRA COSTA COUNTY

TO: COUNTYWIDE OVERSIGHT BOARD
FROM: Maureen Toms, Oversight Board Secretary
DATE: 09/26/2022
SUBJECT: ADOPT Resolution 2022/38 Approving & Directing sale of 7030
Brentwood Blvd., owned by Brentwood Successor Agency, City of
Brentwood, for right-of-way.
AGENDA ITEM: C.2

Recommendation(s)

ADOPT Resolution 2022/38 Approving and Directing the sale of property located at 7030 Brentwood Blvd., owned by the **Brentwood** Successor Agency, to the City of Brentwood for right-of-way purposes.

Background

See attached.

Attachments

Resolution 2022/38
Brentwood PSA_Los_Mexicanos_EXE 09.14.2022
Brentwood Staff Report
PSA Los Mexicanos Reso 2022-113 SA 2022-17-SA_09.13.2022
Brentwood Appraisal

RESOLUTION OF THE COUNTYWIDE OVERSIGHT BOARD
FOR THE COUNTY OF CONTRA COSTA

Adopted this Resolution on 09/26/2022 by the following vote:

AYE: ☐
NO: ☐
ABSENT: ☐
ABSTAIN: ☐
RECUSE: ☐



Resolution: 2022/38

A RESOLUTION OF THE COUNTY-WIDE OVERSIGHT BOARD FOR CONTRA COSTA COUNTY APPROVING AND DIRECTING THE SALE OF PROPERTY OWNED BY THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF BRENTWOOD 7030 BRENTWOOD BOULEVARD.

WHEREAS, pursuant to Health and Safety Code Section 34173(d), the Brentwood Redevelopment Successor Agency("Successor Agency") is the successor agency to the dissolved Redevelopment Agency of the City of Brentwood ("Redevelopment Agency") and is responsible for the wind-down of the affairs of the former Redevelopment Agency, including without limitation the disposition of assets and properties of the former Redevelopment Agency; and

WHEREAS, the County-wide Oversight Board for Contra Costa County ("Oversight Board") is the oversight board for the Successor Agency pursuant to Health and Safety Code Section 34179(j); and

WHEREAS, pursuant to Health and Safety Code Section 34177, successor agencies are required to dispose of assets and properties of the former redevelopment agency as directed by the oversight board, and Health and Safety Code Section 34181(a)(1) provides that the oversight board shall direct the successor agency to dispose of all assets and properties of the former redevelopment agency, however, the oversight board may direct the successor agency to transfer ownership of those assets that were constructed and used for a governmental purpose; and

WHEREAS, the Successor Agency owns certain property located at 7030 Brentwood Boulevard (the "Successor Agency Property"), which is a former Redevelopment Agency asset, and intends to sell the Property in accordance with Health and Safety Code Sections 34177 and 34181(a)(1); and

WHEREAS, the City of Brentwood is commencing with the Brentwood Boulevard Widening North - Phase I project (the "Project"), and in furtherance of the Project needs to acquire a fee interest in a portion of the Successor Agency Property along its frontage to be used as right of way for the Project, comprised of approximately 21,150 square feet (.49 Acres more or less) (the "Right of Way Property"); and

WHEREAS, the City has prepared an appraisal of the Right of Way Property and determined the fair market value for the Right of Way Property to be One Thousand Dollars (\$1,000.00); and

WHEREAS, the City has the authority to acquire the Right of Way Property for the Project pursuant to its power of eminent domain, and sale of the Right of Way Property to the City for appraised fair market value will maximizes value to the Successor Agency and the taxing entities because the Successor Agency will receive fair market value and minimize the administrative and legal expense to the Successor Agency associated with an acquisition through eminent domain; and

WHEREAS, in furtherance of its obligations under Health and Safety Code Section 34181(a), the Successor Agency desires to enter into an Agreement of Purchase and Sale for Right of Way Property with the City of Brentwood, for purchase and sale of the Right of Way Property; and

WHEREAS, pursuant to Health and Safety Code Section 34181(f), before properties owned by the former Redevelopment Agency can be disposed of by the Successor Agency, the disposal must be approved by the Oversight Board, by resolution adopted at a public meeting after notice to the public of the specific proposed action; and

WHEREAS, the actions of the Oversight Board are subject to review by the California State Department of Finance pursuant to Health and Safety Code Section 34179;

**NOW, THEREFORE, THE COUNTY-WIDE OVERSIGHT BOARD FOR CONTRA COSTA COUNTY DOES
HEREBY RESOLVE AS FOLLOWS:**

SECTION 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

SECTION 2. CEQA Compliance. The approval of the Agreement for Purchase and Sale of Right of Way Property does not commit the Oversight Board to any action that may have a direct or indirect physical impact to the environment. As a result, such action does not constitute a project subject to the requirements of the California Environmental Quality Act.

SECTION 3 Approval of the Disposal of Property. The Oversight Board hereby approves the Agreement for Purchase and Sale of Right of Way Property attached hereto as Exhibit A (the "Purchase and Sale Agreement"), and authorizes the Executive Director of the Successor Agency to execute the Purchase and Sale Agreement and take such further action and execute such documents as is necessary to effectuate this conveyance in accordance with the terms of the Purchase and Sale Agreement.

SECTION 4. Transmittal of Resolution to DOF. The Oversight Board hereby directs the Successor Agency to take any action necessary to carry out the purposes of this Resolution and comply with applicable law regarding such transfer of the Right of Way Property, including without limitation submittal of this Resolution to the State of California Department of Finance for approval, and transfer of the net proceeds from the sale of the Right of Way Property to the Contra Costa County Auditor-Controller for distribution as property tax proceeds under Health & Safety Code Section 34188.

SECTION 5. Severability. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The Oversight Board declares that the Oversight Board would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

SECTION 6. Certification. The County Clerk of Contra Costa County, acting on behalf of the Oversight Board as its Secretary shall certify to the adoption of this Resolution.

SECTION 7. Effective Date. Pursuant to Health and Safety Code Section 34179(h), all actions taken by the Oversight Board may be reviewed by the State of California Department of Finance, and, therefore, this Resolution shall become effective in accordance with the provisions of said Section 34179(h).

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2022, by the following vote:

ATTEST:

Board Secretary Maureen Toms Oversight

Contact:

cc:



ROUTING COVER SHEET FOR ELECTRONIC SIGNATURES

**DOCUMENTS REQUIRING NOTARIZATION AND/OR RECORDING
SHALL NOT BE SIGNED ELECTRONICALLY.**

CONTACT PERSON: Joshua Ewen **EXT.** 5304

TITLE OF DOCUMENT: Agreement of Purchase and Sale for Right of Way Property

NAME OF PARTIES: Successor Agency to the Redevelopment Agency of the City of Brentwood and City of Brentwood

AUTHORITY FOR SIGNATURE: Signature Policy 10-13

DEPARTMENT DIRECTOR AUTHORIZATION: ^{DS}
tuo

☐ Hold for City Council Approval on _____

HAS THIS BEEN REVIEWED BY THE CITY ATTORNEY'S OFFICE: ☒ Yes ☐ No

If Yes, who reviewed it: Reviewed by outside counsel BBK the week of Sept. 6th

Document Type (check one): **Dollar Amount:** \$1,000

- | | |
|--|--|
| <input type="checkbox"/> Professional Services | <input type="checkbox"/> Amendment/Change Order |
| <input type="checkbox"/> Public Works Contract | <input checked="" type="checkbox"/> Other <u>Purchase and Sale Agreement</u> |

Document Requirements -- check all items received, reviewed by staff and deemed satisfactory

- | | | |
|---|---|--------------------------------------|
| <input checked="" type="checkbox"/> Proper Signature(s) | <input type="checkbox"/> Certificate of Insurance | <input type="checkbox"/> Other _____ |
| <input checked="" type="checkbox"/> Exhibits | <input type="checkbox"/> Insurance Policy
Endorsements | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Business License | <input type="checkbox"/> Corporate Resolution | |

Compliance with City Policies for Goods and Services (check applicable boxes)

- ☒ The purchase complies with the Purchasing Policy.
- ☒ The amount of the contract has been budgeted.
- ☐ The appropriate quotes/bids have been obtained.

Comments: For FY 2022/23 Purchase and Sale agreement is for the property located at 7030
Brentwood Blvd., Brentwood, CA 94513 APN 018-010-016 for the purposes of widening
Brentwood Blvd. as part of the Brentwood Blvd. Widening North - Phase 1 project.

AGREEMENT OF PURCHASE AND SALE FOR RIGHT OF WAY PROPERTY

7030 Brentwood Boulevard, APN 018-010-016

This Agreement of Purchase and Sale for Right of Way Property (the "**Agreement**") is entered into as of September 13, 2022 by and between the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF BRENTWOOD, a public body, corporate and politic ("**Seller**"), and the CITY OF BRENTWOOD, a California municipal corporation ("**Buyer**").

RECITALS

A. Seller is the owner of that certain real property located in the City of Brentwood, County of Contra Costa, State of California located at 7030 Brentwood Boulevard, Brentwood, California 94513, APN 018-010-016, (the "**Successor Agency Property**").

B. Buyer has commenced the process of implementing a public project to widen Brentwood Boulevard, commonly referred to as Brentwood Boulevard Widening North - Phase I (the "**Project**").

C. In order to construct the Project, Buyer needs to acquire a portion of the frontage of the Successor Agency Property as right of way for the Project.

D. Seller wishes to sell and Buyer wishes to purchase a fee interest in that certain portion of the Successor Agency Property as more particularly described in **Exhibit A** (the "**Right of Way Property**") upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, representations and warranties set forth herein, the parties agree as follows:

AGREEMENT

ARTICLE 1. PURPOSE.

1.01. Purpose. The purpose of this Agreement is to provide for the purchase and sale of the Right of Way Property.

1.02. Effective Date. The Effective Date of this Agreement shall be the day on which it is executed by the party who signs it last.

ARTICLE 2. PURCHASE AND SALE.

2.01. Purchase and Sale. Seller shall sell the Right of Way Property to Buyer and Buyer shall purchase the Right of Way Property from Seller on the terms and conditions specified in this Agreement.

2.02. Price and Payment. The purchase price for the Right of Way Property shall be One Thousand Dollars (\$1,000.00) (the "**Purchase Price**"), which is equal to the fair market value of the Right of Way Property.

ARTICLE 3. CLOSING.

3.01. Close. Closing shall occur no later than 30 days following the Effective Date of this Agreement. "**Close**," "**close of escrow**" or "**closing**" refers to the date when the grant deed for the Property is recorded.

3.02. Grant Deed. The Right of Way Property shall be conveyed pursuant to a Grant Deed in a form as approved by the Buyer and Seller. Buyer's rights under the Right of Way Property shall be delivered to Buyer upon recordation of the Grant Deed.

ARTICLE 4. MISCELLANEOUS.

4.01. "AS-IS" Sale. Buyer is acquiring the Right of Way Property "**AS-IS**" in its current physical condition without any warranties, express or implied, as to the nature or condition of or title to the Right of Way Property, including without limitation the presence or absence of any latent or patent condition thereon or therein or any other matters affecting the Right of Way Property. Buyer is not relying in any way upon any representations, statements, agreements, warranties, studies, plans, reports, descriptions, guidelines or other information or material furnished by Seller or its representatives, whether oral or written, express or implied, of any nature whatsoever. Buyer shall rely solely upon its own, independent inspection, investigation and analysis of the Right of Way Property as it deems necessary or appropriate in so acquiring the Right of Way Property from Seller.

4.02. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided however, that Buyer shall not assign its rights, title, interest or obligations hereunder except with the prior written consent of Seller.

4.03. Required Actions of Buyer and Seller. Buyer and Seller agree to execute all such instruments and documents and to take all actions pursuant to the provisions hereof as may reasonably be necessary and appropriate in order to consummate the purchase and sale herein contemplated, in accordance with the provisions hereof.

4.04. California Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

4.05. Waivers. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision.

4.06. Notices. All notices, approvals, consents or other documents required or permitted under this Agreement shall be effective upon receipt of the party to whom addressed if made in writing and personally delivered or sent by U.S. mail, addressed as follows:

Buyer: City of Brentwood
Public Works Department, 2nd Floor
150 City Park Way
Brentwood, CA 94513
Attn: Miki Tsubota, City Engineer
mtsubota@brentwoodca.gov

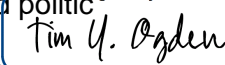
Seller: Successor Agency to the Redevelopment Agency of the
City of Brentwood
Finance Department, 3rd Floor
150 City Park Way
Brentwood, CA 94513
Attn: Kerry Breen, Finance Director
kbreen@brentwoodca.gov

or to such other address as either party shall, from time to time, specify in the manner provided herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date indicated beside their signatures.

SELLER:

SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY
OF BRENTWOOD, a public body, corporate
and politic

DocuSigned by:

By: 47E711366FC0442...

Name: Tim Y. Ogden

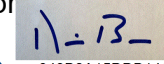
Its: Executive Director

Date: 9/14/2022

DocuSigned by:
Attest: 
By: 9E0846EDCA3A455...

Name: Margaret Wimberly

Its: Secretary

DocuSigned by:
Appr: 
By: 843B2A15DDB14C0...

Name: Damien Brower

Its: Agency Counsel

BUYER:

CITY OF BRENTWOOD, a California
municipal corporation

DocuSigned by:
Tim Y. Ogden
By: 47E711366FC0442...

Name: Tim Y. Ogden

Its: City Manager

Date: 9/14/2022

DocuSigned by:
Attest: *Margaret Wimberly*
By: 9E0846EDCA3A455...

Name: Margaret Wimberly

Its: City Clerk

DocuSigned by:
Appr: *11-13-* Form:
By: 843B2A15DDB14C0...

Name: Damien Brower

Its: City Attorney

EXHIBIT A

Legal Description

7030 Brentwood Boulevard (Portion – IN FEE)

All that property situate in the City of Brentwood, County of Contra Costa, State of California, being a portion of that certain parcel of land granted to City of Brentwood, a municipal corporation, by deed recorded March 11, 2011 as Document No. 2011-0053404, also known as Parcel A, as said Parcel A is shown and so designated on that certain Record of Survey, filed April 6, 1966 in Book 41, Licensed Surveyors Maps, at Page 19, both of Contra Costa County Records, more particularly described as follows:

BEGINNING at the northwesterly corner of said parcel (2011-0053404), thence, along the northerly line of said parcel, South $89^{\circ}58'34''$ East, 70.14 feet; thence, leaving said northerly line, along a line parallel with, easterly of, and 70.00 feet measured at right angles, from the westerly line of said parcel, South $03^{\circ}39'26''$ East, 280.02 feet to the southerly line of said parcel; thence, along the southerly and westerly lines of said parcel, the following two (2) courses: 1) along a non-tangent curve to the left, having radius 364.00 feet, whose center bears South $28^{\circ}59'41''$ East, through a central angle of $12^{\circ}59'50''$, an arc distance of 82.57 feet and 2) North $03^{\circ}39'26''$ West, 327.93 feet to said **POINT OF BEGINNING**.

Containing 21,150 square feet, or 0.49 acres more or less.

Bearings are based on the California Coordinate System of 1983, Zone 3, CA-HPGN (California High Precision Grid Network) Epoch 1997.30 as shown on 118 LSM 40 (City of Brentwood G.P.S. Control Network) Distances given are grid distances; multiply distances by 1.0000641 to obtain ground distances.

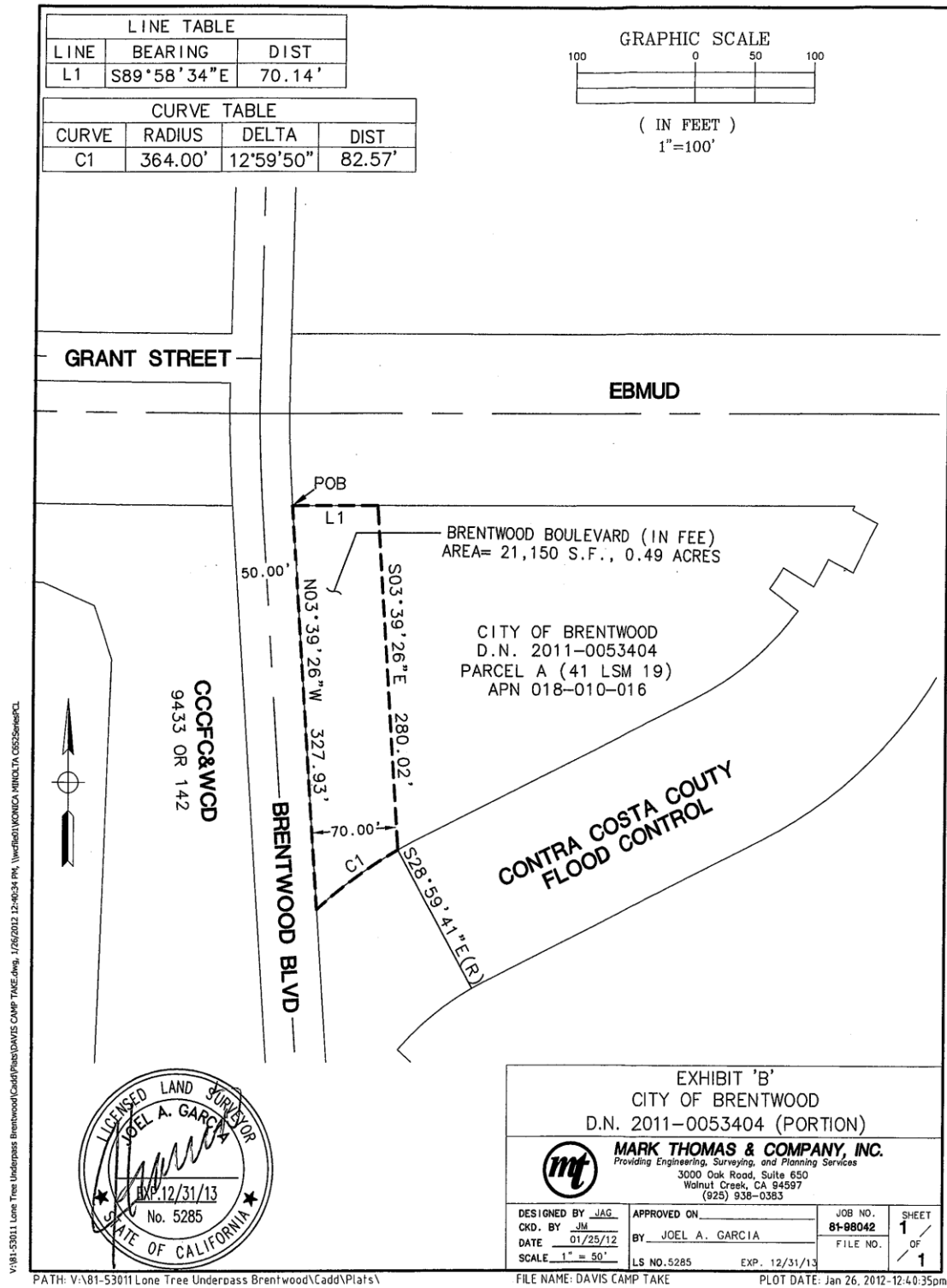
Exhibit 'B' attached and by this reference made a part hereof

This description has been prepared by me or under my direction, in conformance with the Professional Land Surveyor's Act.

January 26, 2012
Date



Joel A. Garcia
Joel A. Garcia
L.S. No. 5285
Expiration Date: 12-31-2013



OB Report

Meeting Date: September 26, 2022

Subject/Title: ADOPT Resolution 2022/38 Approving and Directing the sale of property located at 7030 Brentwood Blvd., owned by the Brentwood Successor Agency, to the City of Brentwood for right-of-way purposes

Prepared by: Joshua Ewen, Senior Analyst, City of Brentwood

PURPOSE AND RECOMMENDATION

The Successor Agency is the owner of the vacant former Los Mexicanos Market located at 7030 Brentwood Boulevard. The roadway right of acquisition is required for a future project to widen Brentwood Boulevard from Marsh Creek to approximately Sunset Road. The .49 acre dedication will be acquired by the City for a fair market value of \$1,000 to be used as future roadway.

If approved by the City Council/Successor Agency Board, staff will present the agreement to the Countywide Oversight Board and State Department of Finance for final approval. Denial of this action will delay the planned widening of Brentwood Boulevard at this location and require future action to acquire the necessary right of way.

CITY COUNCIL STRATEGIC INITIATIVE

Focus Area 1: Public Works Goal 1. Transportation: Proactively engage and collaborate with regional transportation agencies and stakeholders to facilitate the safe and efficient movement of people and goods, Action C: Pursue grant funding to improve the Brentwood Blvd. corridor (e.g. underground existing utility lines, widen portion of Brentwood Blvd., etc.).

Focus Area 3: Economic Development, Goal 1. Implement strategic actions identified in the Downtown and Brentwood Blvd. Specific Plan Updates Action A: Encourage private re-investment through the sale of Successor Agency and City owned real properties.

PREVIOUS ACTION

On December 14, 2010, City Council, by way of Resolution No. 2010-176, adopted Council/Administrative Policy No. 10-20, Disposition of City/Agency Real Estate to provide guidance for the disposition of excess or surplus real estate owned in fee title by the City of Brentwood ("City") or the former City of Brentwood Redevelopment Agency ("Agency").

On February 13, 2018, the City Council adopted Resolution No. 2018-13, and the governing Board of the Successor Agency adopted Resolution No. 2018-04-SA, accepting the grant of nine parcels of real property, including 7030 Brentwood Boulevard, APN 016-010-016.

On October 13, 2020, by way of City Council Resolution No. 2020-132, the Council declared certain real property as surplus, authorized the City Manager or his designee to provide notification to required parties under State law and authorized the City Manager or designee to offer the properties for sale.

On June 28, 2022, City Council, by way of City Council Resolution No.2022-85, adopted the 2022/23 – 2026/27 Capital Improvement Program (CIP) including roadway, parks and trails, water, wastewater and community facilities improvements to be constructed during the next five

years.

BACKGROUND

Capital Improvement Program

Brentwood Boulevard Widening North - Phase I is included in the City's Strategic Plan for FY 2022/23 - FY 2023/24 and approved 2022/23 – 2026/27 Capital Improvement Program (CIP). This project is planned to continue the widening of Brentwood Boulevard (120' right-of-way) with two lanes in each direction (approximately 500') and will include two bike lanes, curb and gutter, medians, sidewalk on the east side, streetlights and landscaping on each side of the roadway. This project will also include a new parallel bridge over Marsh Creek, upgrading existing utilities, and moving the overhead power lines, telephone lines and cable lines underground. This project will improve safety and traffic flow, and facilitate adjacent development. The remaining work on this project consists of additional widening of Brentwood Boulevard (including demolition of the vacant structure at 7030 Brentwood Blvd.), undergrounding existing overhead utilities, and a new bridge over Marsh Creek. As part of this project, the City needs to acquire a portion of the frontage of the Successor Agency property located at 7030 Brentwood Boulevard.

Successor Agency Property Disposition Process

The former Los Mexicanos property located at 7030 Brentwood Boulevard is owned by the Brentwood Successor Agency. The Successor Agency is required pursuant to the State Dissolution Law to dispose of all real property that was owned by the former Redevelopment Agency (RDA), with a goal of maximizing the value that can be obtained from that property. City staff is in the process of moving forward with the disposition of the remaining Successor Agency properties based on City Council direction and the requirements of the Dissolution Law.

The 2.1 acre property fronts Brentwood Boulevard south of the intersection of Sunset Road. The right of way for the Brentwood Boulevard Widening North project is required in the amount of .49 acres. Any future commercial development on the remnant parcel site would be required by condition of approval through the City's entitlement process to provide an offer of dedication to the City for roadway purposes. The fair market, dedication value for roadway purposes for the .49 acres is \$1,000. The .49 acres has no commercial value as it is required for roadway purposes as contained in the City's Brentwood Boulevard Specific Plan, Development Impact Fee Program and Capital Improvement Program.

Following the dedication of land for roadway purposes to the City, the Successor Agency property will retain a 1.6 acre remainder property for future sale and development for economic development related purposes. The appraised value of the remainder parcel is \$562,608. With City Council/Successor Agency Board approval, staff would issue a Request for Proposals (RFP) to find a buyer to redevelop the site consistent with allowed commercial uses contained in the Brentwood Boulevard Specific Plan.

Following approval of the Purchase and Sale Agreement by the City Council/Successor Agency Board, the Agreement will go to the Countywide Oversight Board for its consideration at the next available meeting anticipated in late September 2022. Any proceeds from the property sale are distributed among the taxing entities represented by the Countywide Oversight Board. Following Countywide Oversight Board approval, the Agreement is required to be sent to the State Department of Finance for its review, which may take up to 100 additional days.

The existing dilapidated structure will be demolished by the City following closing of the property into City ownership.

FISCAL IMPACT

The City will acquire the right of way for \$1,000 plus property transaction costs including title, title insurance, escrow and related fees, estimated at approximately \$10,000. The cost of this transaction is included in the approved 2022/23 – 2026/27 CIP, Brentwood Boulevard Widening North - Phase I, CIP Project No. 336-31620.

The Successor Agency, as owner of the current property, would be required to offer a dedication for roadway purposes with future development of the larger remainder parcel. The Successor Agency anticipated revenue of \$1,000 to be disbursed among the taxing entities of the Countywide Oversight Board. The remainder parcel, valued at \$562,608, will be sold at the direction of the City Council/Successor Agency Board with proceeds again being disbursed among the taxing entities of the Countywide Oversight Board.

Further actions related to the Brentwood Boulevard Widening North - Phase I CIP project and demolition of the existing vacant structure will be considered by the City Council at a later time.

**CITY COUNCIL RESOLUTION NO. 2022-113
SUCCESSOR AGENCY RESOLUTION NO. 2022-17-SA**

**A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENTWOOD AND THE GOVERNING BOARD OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF BRENTWOOD APPROVING AND DIRECTING THE SALE AND ACQUISITION OF PROPERTY OWNED BY THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF BRENTWOOD
7030 BRENTWOOD BOULEVARD**

WHEREAS, pursuant to Health and Safety Code Section 34173(d), the Brentwood Redevelopment Successor Agency ("Successor Agency") is the successor agency to the dissolved Redevelopment Agency of the City of Brentwood ("Redevelopment Agency") and is responsible for the wind-down of the affairs of the former Redevelopment Agency, including without limitation the disposition of assets and properties of the former Redevelopment Agency; and

WHEREAS, the County-wide Oversight Board for Contra Costa County ("Oversight Board") is the oversight board for the Successor Agency pursuant to Health and Safety Code Section 34179(j); and

WHEREAS, pursuant to Health and Safety Code Section 34177, successor agencies are required to dispose of assets and properties of the former redevelopment agency as directed by the oversight board, and Health and Safety Code Section 34181(a)(1) provides that the oversight board shall direct the successor agency to dispose of all assets and properties of the former redevelopment agency, however, the oversight board may direct the successor agency to transfer ownership of those assets that were constructed and used for a governmental purpose; and

WHEREAS, the Successor Agency owns certain property located at 7030 Brentwood Boulevard (the "Successor Agency Property"), which is a former Redevelopment Agency asset, and intends to sell the Property in accordance with Health and Safety Code Sections 34177 and 34181(a)(1); and

WHEREAS, the City of Brentwood is commencing with the Brentwood Boulevard Widening North - Phase I project (the "Project"), and in furtherance of the Project needs to acquire a fee interest in certain property along the frontage of the Successor Agency Property to be used as right of way for the Project, comprised of approximately 21,150 square feet (.49 Acres more or less) (the "Right of Way Property"); and

WHEREAS, the City has prepared an appraisal of the Right of Way Property and determined the fair market value for the Right of Way Property to be One Thousand Dollars (\$1,000.00); and

WHEREAS, the City has the authority to acquire the Right of Way Property for the Project pursuant to its power of eminent domain, and has requested that the Successor Agency convey the Right of Way Property to the City for appraised fair market value; and

WHEREAS, the sale of the Right of Way Property to the City for appraised fair market value will maximize value to the Successor Agency and the taxing entities because the Successor Agency will receive fair market value and minimize the administrative and legal expense to the Successor Agency associated with an acquisition through eminent domain; and

WHEREAS, in furtherance of its obligations under Health and Safety Code Section 34181(a), the Successor Agency desires to enter into an Agreement of Purchase and Sale for Right of Way Property with the City of Brentwood, for the purchase and sale of the Right of Way Property; and

WHEREAS, pursuant to Health and Safety Code Section 34181(f), before properties owned by the former Redevelopment Agency can be disposed of by the Successor Agency, the disposal must be approved by the Oversight Board, by resolution adopted at a public meeting after notice to the public of the specific proposed action; and

WHEREAS, the actions of the Oversight Board are subject to review by the California State Department of Finance pursuant to Health and Safety Code Section 34179; and

WHEREAS, both the City and Successor Agency desire to enter into an Agreement for the Purchase and Sale of Right of Way Property, subject to the approval of the Oversight Board and review by the California State Department of Finance;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Brentwood hereby:

SECTION 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

SECTION 2. CEQA Compliance. The approval of the Agreement for Purchase and Sale of Right of Way Property does not commit the City to any action that may have a direct or indirect physical impact to the environment. As a result, such action does not constitute a project subject to the requirements of the California Environmental Quality Act.

SECTION 3 Approval of the Disposal of Property. The City Council and Successor Agency Board hereby approve the Agreement for Purchase and Sale of Right of Way Property attached hereto as Exhibit A (the "Purchase and Sale Agreement"), and authorize, as applicable, the City Manager and Executive Director to execute the Purchase and Sale Agreement and take such further action and execute such documents as is necessary to effectuate this conveyance in accordance with the terms of the Purchase and Sale Agreement.

SECTION 4. Transmittal of Resolution to DOF. The City Council and Successor Agency Board request that City staff 1) submit the Purchase and Sale Agreement on behalf of the Successor Agency to the County Wide Oversight Board for its consideration and approval, 2) take any action necessary to carry out the purposes of this Resolution, and 3) comply with applicable law regarding such acquisition of the Right of Way Property.

SECTION 5. Severability. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council and Successor Agency Board declare that they would have adopted this Resolution irrespective of the invalidity of any particular portion of it.

SECTION 6. Certification. The City Clerk of the City of Brentwood and the Successor Agency Secretary are requested to certify to the adoption of this Resolution.

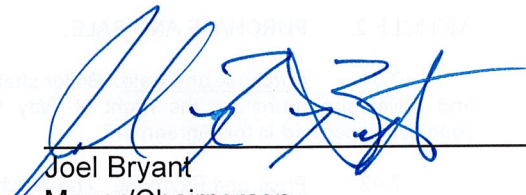
SECTION 7. Effective Date. This Resolution shall become effective upon its adoption by the City Council and Successor Agency Board.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Brentwood at a regular meeting held on September 13, 2022, by the following vote:


AYES: Council Members Mendoza, Meyer, Rarey, Rodriguez, and Mayor Bryant
NOES: None
ABSENT: None
RECUSE: None

PASSED, APPROVED AND ADOPTED by the Governing Board of the Successor Agency to the City of Brentwood Redevelopment Agency at a regular meeting held on September 13, 2022, by the following vote:

AYES: Agency Members Mendoza, Meyer, Rarey, Rodriguez and Chair Bryant
NOES: None
ABSENT: None
RECUSE: None


 Joel Bryant
 Mayor/Chairperson

ATTEST:


 Margaret Wimberly, MMC
 City Clerk/Secretary

APPRAISAL REPORT



Brentwood Boulevard Road Widening Project

Brentwood Successor Agency Property
7030 Brentwood Boulevard
Brentwood, California 94513
APN: 016-010-016

Date of Value: July 21, 2022

Date of Report: August 4, 2022

BRI 21-219



**BENDER
ROSENTHAL
INCORPORATED**

750 B Street, Suite 3130 San Diego, California 92101 | www.benderrosenthal.com | 619-359-8389

09-26-22 Countywide Oversight Board Mtg Agenda Pkt - Page 32 of 70



August 4, 2022

City of Brentwood
Debra Galey, Senior Analyst
Public Works/Engineering
150 City Park Way
Brentwood, California 94513-1164

Re: Brentwood Boulevard Road Widening Project
The Brentwood Successor Agency Property
7030 Brentwood Boulevard
Brentwood, California 94513
APN: 016-010-016

Dear Ms. Galey,

We have completed an appraisal of the property that is impacted by the Brentwood Boulevard Road Widening Project. The appraisal was written in a Restricted Appraisal format and the intended user is our client, the City of Brentwood (City). The use of the appraisal report is limited to the client and named intended user. The appraisal may not contain supporting rationale for all of the opinions and conclusions set forth in the report.

The following Restricted Appraisal report contains the scope of the assignment, data and brief summary of analyses upon which our opinion of market value is based. The appraisal is subject to the hypothetical conditions, extraordinary assumptions, general assumptions and limiting conditions and certification included in the report.

We have prepared this report in conformance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act, 1970 as amended; the Uniform Standards of Professional Practice (USPAP) of the Appraisal Foundation; and the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute. In addition, we have intended to comply with applicable laws.

We are pleased to have this opportunity to provide you with professional appraisal services.

BENDER ROSENTHAL, INC.

A blue ink signature of David C. Houghton, written in a cursive style.

David C. Houghton, MAI
Certified General Real Estate Appraiser
California Certificate No. AG039402

TABLE OF CONTENTS

LETTER OF TRANSMITTAL	
TABLE OF CONTENTS.....	II
INTRODUCTION	1
Purpose of the Appraisal	
Client, Intended Use, Intended User of the Appraisal	
Report Format	
Scope of Work	
Valuation Approaches	
Definitions Used in the Report	
General Assumptions and Limiting Conditions	
Extraordinary Assumptions and Hypothetical Conditions	
PROPERTY DESCRIPTION	7
Larger Parcel Determination	
Property Description	
<i>Assessor's Parcel Map</i>	
<i>Aerial Photograph</i>	
PROJECT DESCRIPTION AND PROPOSED ACQUISITION	12
Description of the Project	
Description of the Proposed Acquisition	
<i>Plat</i>	
Description of the Remainder Parcel	
VALUATION	15
Valuation Premise	
Valuation of the Larger Parcel	
<i>Comparable Land Sales Summary Table and map</i>	
Value of the Proposed Acquisition	
Value of the Remainder as Part of Larger Parcel (Land Only)	
Value of the Remainder, After Acquisition, Before Benefits	
Severance Damages	
Value of the Remainder, After Acquisition, Considering Benefits	
Benefits	
Opinion of the Fair Market Value	
APPENDIX.....	21
Appraiser's Certifications	
Plats and Legals	
Appraiser's Qualifications	

INTRODUCTION

PURPOSE OF THE APPRAISAL

The purpose of the appraisal assignment is to provide an opinion of the fair market value of the larger parcel and the property rights required for the project with a current date of value based on the California Code of Civil Procedure definition of fair market value (1263.320).

CLIENT, INTENDED USE, INTENDED USER OF THE APPRAISAL

The client is the City of Brentwood (City). The City is the intended user of the appraisal report. The intended use of the opinion of fair market value is to assist the City in its determination of the amount to be paid as compensation for the property rights acquired or conveyed.

REPORT FORMAT

This Restricted Appraisal has been prepared in accordance with Standard Rule 2-2 (b) of the Uniform Standards of Professional Appraisal Practice, effective January 1, 2020.

SCOPE OF WORK

The appraisal assignment is to develop an opinion of fair market value of the larger parcel and the property rights required for the proposed project. The date of value is based on the inspection date, unless noted otherwise in the appraisal. The date of the report is the date the appraisal is transmitted to the client.

The development of the opinion of fair market value will consider California case law pertaining to the valuation of areas subject to immediate or future dedication. *Dedication of land must have some causal connection to the use for which the permit to develop is sought, otherwise, the public entity must compensate the property owner for the taking. CEB Section §4.82*

VALUATION / RESEARCH OVERVIEW

The following is an overview of the valuation process and research involved for the subject property and comparable sales. The valuation of the property involved an investigation and analysis of the neighborhood, as well as the entire regional area, for social, economic, governmental, and environmental forces and trends that affect or could influence property values.

- The property was inspected on July 21, 2022, by David Houghton, of Bender Rosenthal, Inc.
- Research the area, community, and neighborhood to determine market influences/conditions.
- Research of public records to verify information about the subject property and comparables to ensure they are factually accurate and that there are no terms or additional influences that affect price or value.

- Research zoning and general plans obtained from the City of Brentwood Planning Department, and other department websites, and research of the residential market.
- Review of applicable soil surveys, flood and seismic hazard areas from appropriate source data.
- Review public records obtained from the various city and county governmental agencies including the Planning Department, Assessor's Office, and Tax Collector's Office.
- A search of specific property transfers occurring during the past three years was conducted for the subject property.
- Research and identify the larger parcel.
- Determine highest and best use of the property.
- Research comparable property sales, listings, and offers to purchase or sales involving properties similar to the subject property and within the subject's or competing market areas.
- Interview comparable property owners and/or brokers.
- Analysis of data and calculations.
- Determine the damages if any to the current site improvements.
- Determination of the fair market value based on a reconciliation of the Sales Comparison Approach.

VALUATION APPROACHES

The appraisal process includes: identification of the appraisal problem; identification of the larger parcel; the investigation and analysis of the subject, market, economic forces and factors and other relevant data; developing the Highest and Best use of the larger parcel and remainder parcel(s); application of the relevant approaches to value for the purpose of providing an opinion of the defined value for the larger parcel and remainder parcel(s); reconciliation of approaches and final opinion of defined value; and preparation of the appraisal report

There are three approaches to value that may be used in the real property valuation process. They are the Sales Comparison Approach, Income Approach, and Cost Approach. Each approach provides an indicated value that is reconciled into a final opinion of value for the larger parcel or remainder parcel(s) based on the interests appraised, the defined objective of the valuation, and the definition of value. The analysis may include one, two or all three approaches to value based on the data available, the type of property and appraisal valuation problem.

RIGHT OF WAY APPRAISALS

Appraisals for public acquisitions may involve acquiring a portion of a parcel or the entire parcel to be used for public purposes. Acquisition may include fee and/or permanent and temporary easement rights or interests from a property owner. The larger parcel will be appraised as if title were held by a single entity, consistent with the “unit rule” or the “undivided fee rule” when the larger parcel is leased or has various interests.

After an analysis of the impacts of the taking on the larger parcel and remainder(s), improvements not impacted or damaged resulting from the proposed taking may be excluded from the opinion of fair market value report.

The valuation of the remainder parcel as a separate distinct parcel is conducted to evaluate if the acquisition results in damages and/or benefits.

DEFINITIONS USED IN THE REPORT

Definition of an Appraisal

Source: The Dictionary of Real Estate Appraisal, Appraisal Institute, 7th Edition P. 9.

The act or process of developing an opinion of value, an opinion of value.

Fair Market Value

Source: Section 1263.320 of the Code of Civil Procedure.

- A) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.
- B) The fair market value of property taken for which there is no relevant, comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable.

The Code goes on to say that:

The fair market value of the property taken shall not include any increase or decrease in the value of the property that is attributable to any of the following:

- A) The project for which the property is taken.
- B) The eminent domain proceeding in which the property is taken.
- C) Any preliminary actions of the plaintiff relating to the taking of the property.

Larger Parcel

Source: The Dictionary of Real Estate Appraisal, Appraisal Institute, 7th Edition P. 105.

In governmental land acquisitions and in valuation of charitable donations of partial interests in property such as easements, the tract or tracts of land that are under the beneficial control of a single individual or entity and have the same, or an integrated, highest and best use. Elements for consideration by the appraiser in making a determination in this regard are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use. In most states, unity of ownership, contiguity, and unity of use are the three conditions that establish the larger parcel for the consideration of severance damages. In federal and some state cases, however, contiguity is sometimes subordinated to unitary use.

Damage to Remainder

Source: Section 1263.420 of the Code of Civil Procedure.

Damage to the remainder is the damage, if any, caused to the remainder by either or both of the following:

- A) The severance of the remainder from the part taken.
- B) The construction and use of the project for which the property is taken in the manner proposed by the plaintiff whether or not the damage is caused by a portion of the project located on the part taken.

Benefit to Remainder

Source: Section 1263.430 of the Code of Civil Procedure.

Benefit to the remainder is the benefit, if any, caused by the construction and use of the project for which the property is taken in the manner proposed by the plaintiff whether or not the benefit is caused by a portion of the project located on the part taken.

Extraordinary Assumption

Source: Uniform Standards of Professional Appraisal Practice 2020-2021 Edition, P. 4.

An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

Hypothetical Condition

Source: Uniform Standards of Professional Appraisal Practice 2020-2021 Edition, P. 4.

A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

Easement

Source: The Appraisal of Real Estate (Fifteenth Edition), Appraisal Institute, Chicago, Illinois, 2020, P. 64.

An easement is an interest in real estate that transfers use, but not ownership, of a portion of an owner's property. Easements usually permit a specific portion of a property to be used for identified purposes, such as access to an adjoining property or as the location of a certain underground utility.

Temporary Easement

Source: The Dictionary of Real Estate Appraisal, Appraisal Institute, 7th Edition P. 189.

An easement granted for a specific purpose and applicable for a specific time period. A construction easement, for example, is terminated after the construction of the improvement and the unencumbered fee interest in the land reverts to the owner.

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal report and the value estimates it contains are expressly subject to the following assumptions and/or limiting conditions.

1. Title to the property is marketable.
2. No survey of the property has been made by the appraisers and property lines as they appear on the ground are assumed to be correct.
3. Data, maps, and descriptive data furnished by the client or his/her representatives are accurate and correct.
4. No responsibility is assumed for matters of law or legal interpretation.
5. No conditions exist that would affect the use and value of the property, which are not discoverable through normal, diligent investigation.
6. The valuation is based on information from sources believed reliable, and that such information is correct and accurately reported.
7. The value estimate is made subject to the purpose, date, and definition of value.
8. The report is to be considered in its entirety and use of only a portion will invalidate the appraisal.
9. This appraisal was made on the premise that there are no encumbrances prohibiting utilization of the remainder of the property under the appraiser's estimate of highest and best use.
10. Possession of this report or a copy does not carry with it the right of publication, nor may it be used for any purpose by anyone other than the client without the previous written consent of Bender Rosenthal, Inc., and then only with proper qualifications.
11. Disclosure of the contents of this appraisal report is governed by the By-Laws and Regulations of the Appraisal Institute. No part of this narrative report may be reproduced by any means nor disseminated to the public in any way without the prior written consent of Bender Rosenthal, Inc.
12. Any person or entity who obtains or reads this report, or a copy, other than the client specified in this report, expressly assumes all risk of damages to themselves or third persons arising out of reliance on this report and waives the right to bring any action based on the appraisal, and neither the appraisers nor the appraisal firm shall have any liability to any such person or entity.
13. The appraiser shall not be required to give testimony or appear in court by reason of this appraisal with reference to the property described in this report unless prior arrangements have been made.

14. No responsibility is assumed for building permits, zone changes, engineering or any other services or duty connected with legally utilizing the subject property.
15. The property appraised may or may not be subject to the Americans with Disabilities Act of 1990 (ADA). Title III of this act provides for penalties for discrimination in failing "to remove architectural barriers in existing facilities [unless] an entity can demonstrate that the removal is not readily achievable." Unless otherwise noted in this appraisal, it is assumed that the property appraised is not substantially impacted by this law.
16. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraisers. The appraisers have no knowledge of the existence of such materials on or in the property. The appraisers, however, are not qualified to detect such substances. The presence of such substances as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.
17. It is assumed that the property appraised is competently managed and marketed.

EXTRAORDINARY ASSUMPTIONS AND HYPOTHETICAL CONDITIONS

Note to Reader: The subject property is subject to the following extraordinary assumptions and/or hypothetical conditions, which might have affected the assignment results.

EXTRAORDINARY ASSUMPTIONS

1. A preliminary title report was not provided for review. In the absence of such a report the appraiser assumes there are no easements or encumbrances that would significantly impact the subject's value. Further, title is assumed to be held by the Successor Agency of the Redevelopment Agency of the City of Brentwood, as per Contra Costa County document number 2018-0043104-00 recorded March 21, 2018.

HYPOTHETICAL CONDITIONS

1. The fair market value of the property taken shall not include any increase or decrease in the value of the property that is attributable to any of the following: 1) the project for which the property is taken; 2) the eminent domain proceeding in which the property is taken; and 3) any preliminary actions of the plaintiff relating to the taking of the property. [California Code of Civil Procedure, Section 1263.330] Therefore, the fair market value of the larger parcel assumes the property is appraised as if there is no project.
2. The valuation of the subject property, in the condition after the partial acquisition and the construction and use of the proposed project, is based on a hypothetical condition the project has been completed.

PROPERTY DESCRIPTION

LARGER PARCEL DETERMINATION

The process of determining the “Larger Parcel” involves the analysis of an owner’s holdings regarding multiple properties, a whole property or portion of a property, which has unity of ownership, unity of use, and contiguity. The impacted parcel is owned by the Successor Agency of the Redevelopment Agency of the City of Brentwood, which holds title to no additional parcels contiguous with the impacted parcel. Therefore, the larger parcel is determined to be only the impacted parcel, APN: 016-010-016, totaling of 2.10± acres.

PROPERTY DESCRIPTION

Property Address	7030 Brentwood Boulevard Brentwood, California 94513
Assessor’s Parcel Number(s)	016-010-016
Owner	The Successor Agency of the Redevelopment Agency of the City of Brentwood, as per Contra Costa County document number 2018-0043104-00 recorded March 21, 2018.
Land Area	2.10± acres, or 91,476± square feet <i>Source: Contra Costa County Assessor’s Parcel Map</i>
Shape	Irregular
Access	Access is via Brentwood Boulevard
Ownership History	The site last transferred on March 21, 2018, between two public agencies, the City of Brentwood, grantor, and the Successor Agency of the Redevelopment Agency of the City of Brentwood, grantee. There were no documentary taxes paid by the public agencies. Further, no other transactions occurred within the past five years per public records. To the best of our knowledge, the property is not currently listed for sale.
Topography	Generally level to grade along Brentwood Boulevard.
Utilities	Electric power, and municipal water and sewer are connected.

Improvements

The larger parcel is improved with a vacant 2,136± square foot retail commercial building constructed circa 1932. While the retail building is impacted by the proposed acquisition, it does not add any value to the larger parcel and is slated for demolition.

Easements

A preliminary title report was not provided for review. In the absence of such a report the appraiser assumes there are no easements or encumbrances that would significantly impact the subject's value (see Extraordinary Assumption No. 1). However, the appraiser observed an overhead utility line for electric power and telecommunications purposes running parallel to Brentwood Boulevard along the subject's western boundary line. Utility easements such as these are typical to the area and the comparable sales dataset.

Zoning

BBSP, Brentwood Boulevard Specific Plan.

General Plan

BBSP, Brentwood Boulevard Specific Plan

Brentwood Boulevard Specific Plan

General Commercial district, which is intended to expand the mix and range of retail services for existing and future residents within the BBSP. Neighborhood-serving retail commercial activity hubs are located at arterial roadway intersections within the BBSP to meet neighborhood shopping and local consumer service needs.

Right of Way Dedication

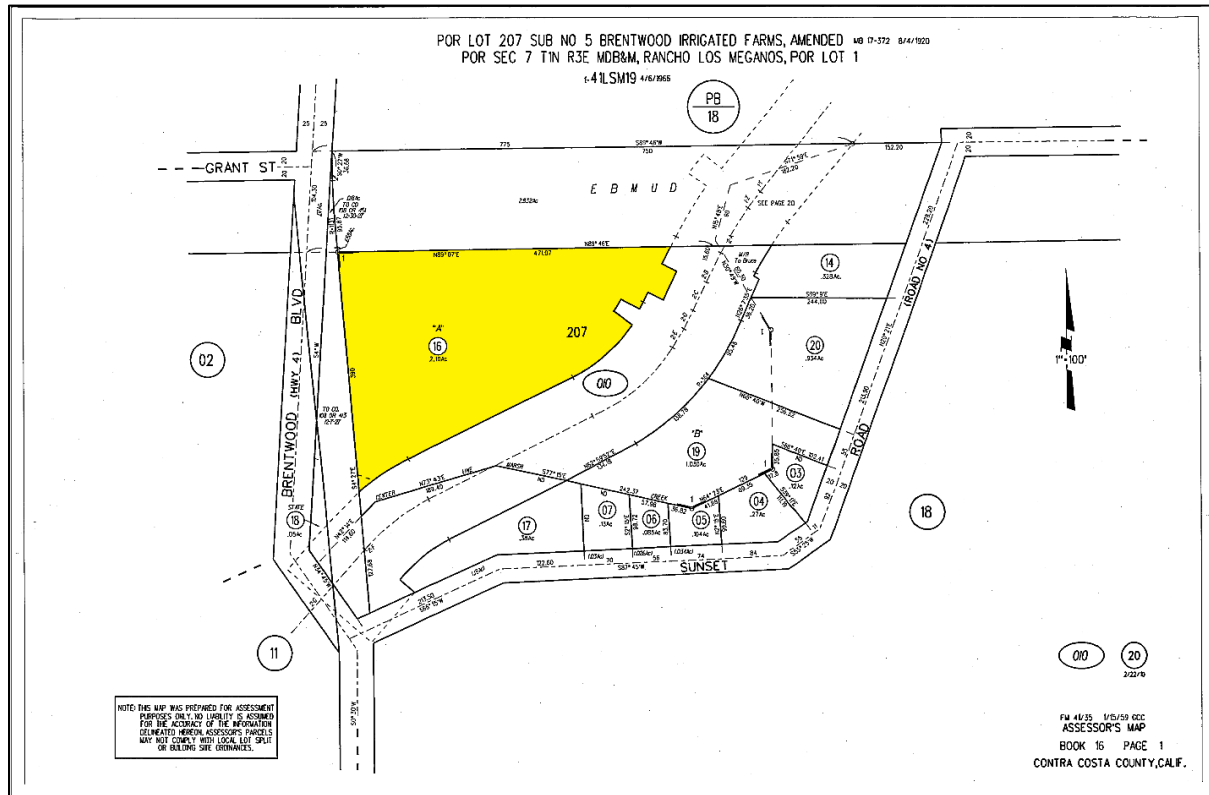
In order to develop the subject property, the City of Brentwood Planning Department will require a 70-foot wide offer of dedication consisting of 21,150± square-feet (0.49± acres). This area is located along the current the subject's western property line, or the Brentwood Boulevard frontage. The offer of dedication is needed for the future widening of the Brentwood Boulevard right of way. The area designated for the offer of dedication will be considered in the Value of the Larger Parcel section.

Flood Zone	The property lies within Flood Zone X, unshaded, an area with minimal flood hazards outside the 100-year and 500-year floodplains. Per FEMA Map 06013C0354G, effective March 21, 2017.
Highest and Best Use as Vacant	Development to retail commercial use
Highest and Best Use of Remainder	Development to retail commercial use
Interest Valued	Fee Simple
Date of Value	July 21, 2022
Date of Report	August 4, 2022

OVERALL COMMENTS

The larger parcel consists of 2.10± acres of retail commercial land improved with a vacant 2,136± square foot retail commercial building constructed circa 1932. Further, the structure is in poor condition and is slated for demolition. While the structure is impacted by the proposed acquisition, given its age and condition, it does not add any value to the larger parcel. Considering the subject's location proximate to the intersection of two arterial routes, the site as vacant offers a good site for retail commercial development. However, it is noted the development of the site would be subject to a 21,150± square-foot (0.49 acres) offer of dedication required for the future widening of Brentwood Boulevard.

ASSESSOR'S PARCEL MAP



AERIAL PHOTOGRAPH



PROJECT DESCRIPTION AND PROPOSED ACQUISITION

DESCRIPTION OF THE PROJECT

Brentwood Successor Agency, successor to Brentwood Redevelopment Agency, intends to dispose of APN: 016-010-016. Prior to selling, the City of Brentwood (City) would like to acquire additional right of way for future roadway widening purposes of Brentwood Boulevard.

DESCRIPTION OF THE PROPOSED ACQUISITION

The City is proposing to acquire 0.49± acres (21,150± square feet) in fee from the larger parcel. The acquisition area is approximately 70-feet-wide, and the length varies between approximately 280-feet on the east side and 328-feet on the west side, parallel to the current Brentwood Boulevard right of way. The shape is generally rectangular.

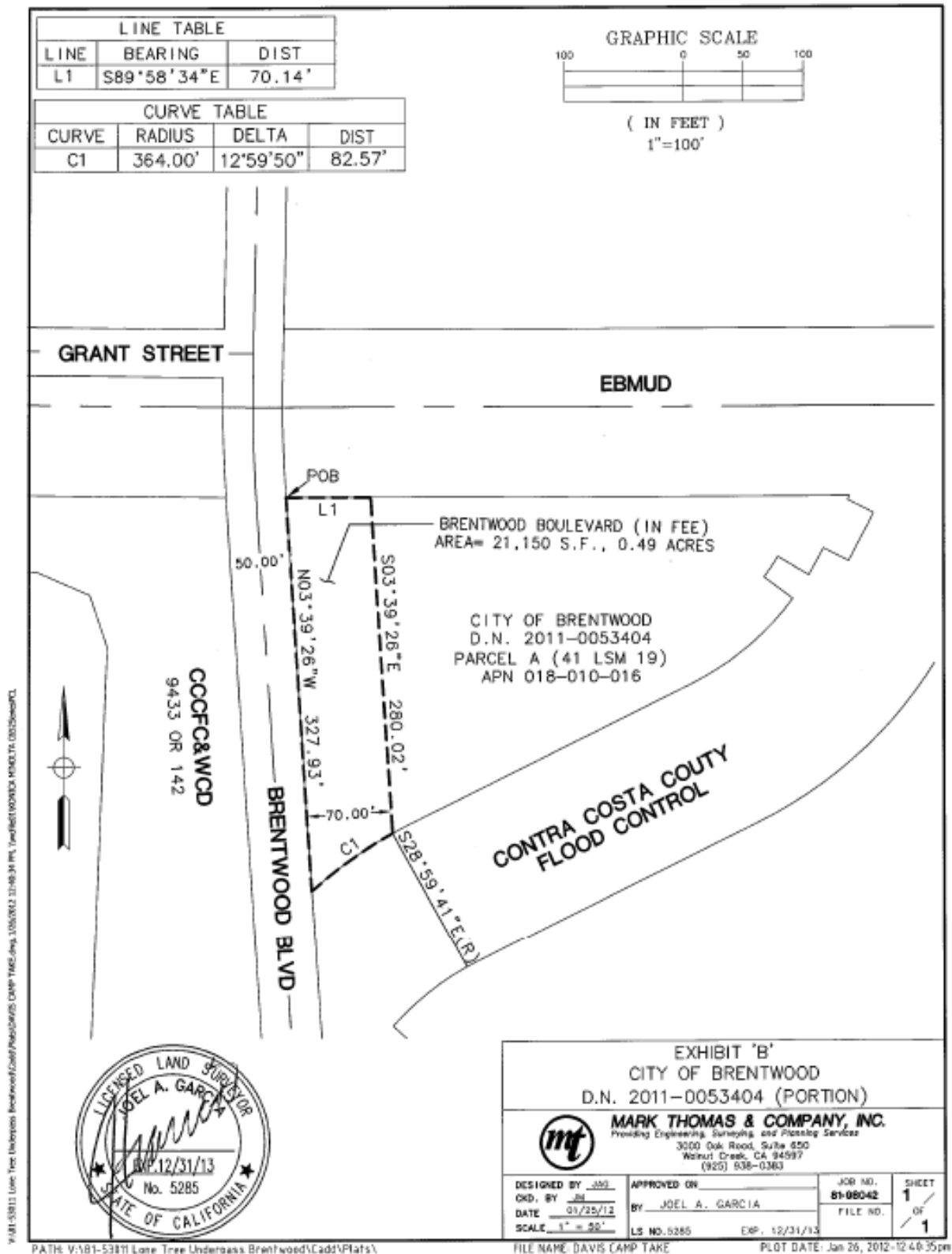
A summary of the fee acquisition is presented next.

Item	Total			
Larger Parcel (APN 016-010-016)	2.10	± Ac	91,476	± SF
Fee Acquisition	0.49	± Ac	21,150	± SF
Remainder Parcel	1.61	± Ac	70,326	± SF

Sources: Contra Costa County Assessor's Parcel Map and client provided Plat & Legal documents

The plat map illustrating the proposed fee acquisition is presented on the following page.

PLAT



DESCRIPTION OF THE REMAINDER PARCEL

The remainder parcel will be approximately 77% of the subject size in the before condition. The remainder will continue to enjoy access and exposure from Brentwood Boulevard, and will retain a functional size, shape, and utility for retail commercial uses. Further, no damages are anticipated as a result of the acquisition in the manner proposed.

VALUATION

VALUATION PREMISE

The opinion of value will be developed in accordance with accepted valuation principles, consistent with California eminent domain law (Code of Civil Procedure 1230.010). Every effort has been made to conform to the Uniform Standards of Professional Practice (USPAP) of the Appraisal foundation, The Uniform Relocation Assistance and Real Property Acquisition Policies Act, 1970 as amended; Standards of Professional Practice of the Appraisal Institute, which fully incorporate the Uniform Standards of Professional Practice (USPAP).

The three recognized approaches to value are the Sales Comparison Approach, the Income Approach and the Cost Approach. We have utilized the Sales Comparison Approach to develop the opinion of the fair market value for the larger parcel and the remainder parcel(s). The Sales Comparison Approach compares the similar properties that have recently sold in the market area to the larger parcel and is usually the preferred method of valuation. The development of the Income and Cost Approaches are not necessary for credible assignment results and the valuation of the larger parcel is not weakened by the exclusion of the Income and Cost approaches.

The area proposed for acquisition in fee has been identified by the Planning Department as an area subject to future road widening and would require a dedication of the area upon application for and processing of the development of the parcel. The highest and best use has been defined as: *development to retail commercial use*. The contributory value of the fee acquisition to the larger parcel is considered nominal as the development of the site would trigger the dedication requirement.

The parcel is currently improved with a 2,136± square-foot retail commercial building built circa 1932, and is slated for demolition. It is determined to add no contributory value to the larger parcel.

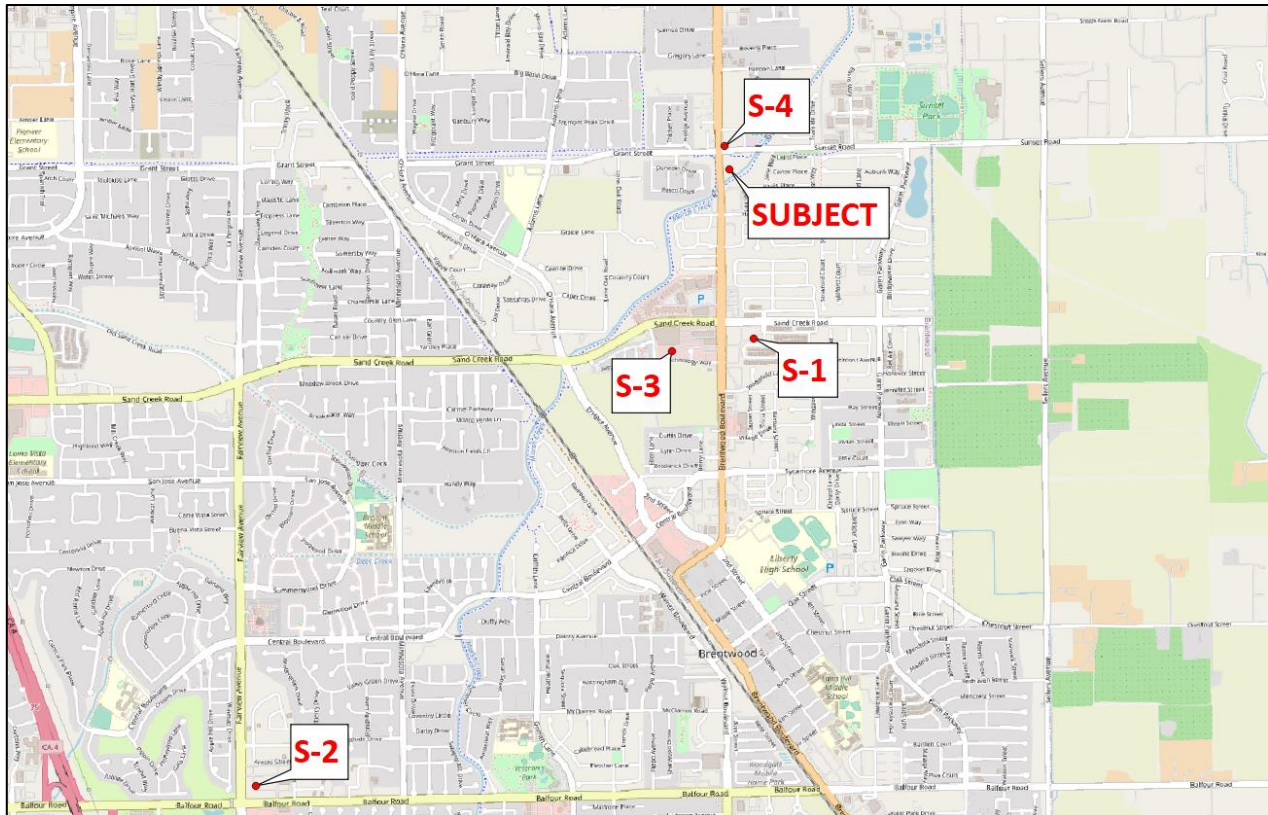
VALUATION OF THE LARGER PARCEL

SALES COMPARISON APPROACH

The Sales Comparison Approach compares other properties that have sold in the market area to the subject property. We focused our search for recent sales of similar land sites in the eastern Contra Costa County area. The following sales were considered meaningful in providing an indication of value for the subject property. A summary table and map of the comparable sales are presented on the following page.

COMPARABLE LAND SALES SUMMARY TABLE AND MAP

Sale No.	Location	Grantor	Sale Date	Sale Price	Zoning	Size (Ac)
BRI No.	APN	Grantee	Doc. No.	Price /SF		(SF)
S-1	NWC Stoney Creek Drive & Sespe Creek Avenue Brentwood, California	Thomas Brentwood LLC	4/5/2022	\$1,000,000	PD-55 (BP)	1.24±
6632	APN: 016-170-035	CFT NV Developments LLC	0059408	\$18.51		54,014±
S-2	3131 Balfour Road Brentwood, California	Brentwood Balfour Investors LP	2/12/2021	\$200,000	PD-5 (GC)	0.69±
6633	APN: 012-020-025	Judge & Grewal LLC	0045107	\$6.67		29,969±
S-3	121 Technology Court Brentwood, California	Jack B Gregory & Linda A Gregory	6/17/2020	\$887,000	PD-42 (BP)	1.85±
6634	APNs: 016-410-002, -003, & - 004 (now 016-410-015)	HVG Corporation	90116867	\$11.00		80,630±
S-4	6970 Brentwood Blvd Brentwood, California	Edgar Rizkallah & Bejan Farahbakhsh	1/18/2019	\$1,500,000	BBSP (GC)	1.99±
6620	APN: 018-190-034	Strauch Brother Incorporation	90008065	\$17.30		86,684±
SUBJECT	7030 Brentwood Blvd Brentwood, California	<i>Appraisal</i>	---	---	BBSP (GC)	2.10±
	APN: 016-010-016					91,476±



COMPARABLE LAND SALES AND VALUE CONCLUSION

The comparable sales indicate a range for the subject unit value from approximately \$6.67 to \$18.51 per square-foot as shown below.

Sale No.	Subject Value Less Than / Greater Than	Price /SF	Sale Date	Size (Acres)
S-1	<	\$18.51	4/5/2022	1.24±
S-4	<	\$17.30	1/18/2019	1.99±
S-3	<	\$11.00	6/17/2020	1.85±
Subject unit value is greater than \$6.67 per square-foot and less than \$11.00 per square-foot				
S-2	>	\$6.67	2/12/2021	0.69±

Sale 1 represents a sale at the upper end of the range and is far superior as it is a pad site within an anchored center. Sale 4 is the closest in proximity to the subject and sale is superior to the subject due to its location on the northeast corner of Brentwood Boulevard and Grant Street/Sunset Road. However, the buyer significantly overpaid for the property as he was unaware of a major expenditure until after the sale closed. While the buyer was aware that the city required a right of way dedication for the future Brentwood Boulevard widening project, he discovered after the purchase that PG&E required \$750,000 to move a transmission line. Based upon the PG&E cost, the buyer would have paid half of the total purchase price or approximately \$8.65 per square foot had the costs been known prior to the purchase. This adjusted unit price further supports the subject's unit value determined below.

The subject is directly bracketed by S-2 (\$6.67 per square-foot) and S-3 (\$11.00 per square-foot) with a midpoint of the bracketed range at \$8.83 per square foot. Sale 3 is similar in size and general location; however, it is not located on a main arterial route. Albeit the offsite improvements for Sale 3, curbs, gutters, and sidewalks were installed as part of a planned development. For these reasons S-2 sets the upper boundary for the subject's range. While S-3 also had offsites installed and no structures to demolish, plus a shopping center pad, these factors were outweighed by the older negotiated purchase option from the 2008-2012 period. Weighing all elements of comparison, a subject unit value conclusion below the midpoint between S-2 and S-3, and below the adjusted \$8.65 per square foot for S-4, is warranted. Therefore, the subject's unit value is determined to be \$8.00 per square-foot.

In order to develop the subject property, the City of Brentwood Planning Department will require a 70-foot-wide offer of dedication consisting of 21,150± square-feet (0.49± acres). This area is located along the current the subject's western property line, or the Brentwood Boulevard frontage.

As demonstrated by Comparable Sale 4, any buyer performing due diligence would be aware of the required dedication and would assign a nominal value to this area. Therefore, the concluded value for the offer of dedication area is \$1,000 (nominal).

The developable area remaining after the offer of dedication would be 70,326± square-feet (91,476 – 21,150), or 1.61± acres.

VALUE OF THE LARGER PARCEL

The value of the larger parcel is calculated as follows.

Value of the Larger Parcel

Developable Land Area			
70,326± SF x \$8.00 /SF	=	\$	562,608
Offer of Dedication			
21,150± SF		\$	1,000
Total		\$	563,608

VALUE OF THE PROPOSED ACQUISITION

The property being acquired is valued based on its contributory value as part of the larger parcel. As previously discussed, the proposed fee acquisition totals totaling 20,150± square feet (0.49± acres) including the land, structural, and site improvements. As previously discussed, the value of the acquisition for the impacted structural improvement, the 2,136± square-foot retail commercial building built circa 1932, is determined to add no value to the larger parcel and the offer of dedication area has a nominal of \$1.00.

LAND

Fee Acquisition:

Offer of Dedication			
21,150± SF	=	\$	1,000

SITE IMPROVEMENTS

The structural improvement and site improvements have been determined to add no value to the larger parcel.

TOTAL VALUE OF THE PROPOSED ACQUISITION

The total value of the proposed acquisition, which includes the land and the site improvements within the acquisition area, is presented below:

Value of the Proposed Acquisition (Fee):

Land	\$	1,000
Site Improvements	\$	0
Total	\$	1,000

VALUE OF THE REMAINDER AS PART OF LARGER PARCEL (LAND ONLY)

The value of the remainder as part of the larger parcel is its contributory value to the larger parcel. Deducting the part acquired from the value of the larger parcel, yields:

\$563,608 - \$1,000	=	\$	562,608
---------------------	---	----	---------

VALUE OF THE REMAINDER, AFTER ACQUISITION, BEFORE BENEFITS

The appraisal process requires valuation of the remainder parcel as a separate and distinct parcel considering all the market forces that indicate a diminution in value to the remainder property. The Sales Comparison Approach was utilized similar to the larger parcel valuation to estimate the value of the remainder. The proposed acquisition will remove the orchard's turn row and sever irrigation. This area must be re-established on the remainder so that the remainder will be substantially similar to the "before" condition. The value of the remainder is restored upon completion of the curative items discussed in the Severance Damages and Cost to Cure section that follows.

The Value of the Remainder, After Acquisition, Before Benefits is:

$$70,326\pm \text{ SF} \times \$8.00 / \text{SF} = \$ 562,608$$

SEVERANCE DAMAGES

Based upon the preceding analysis, the proposed acquisition does not adversely affect the utility, desirability or marketability of the remainder property. The value of the remainder as valued above is compared to the remainder as part of the larger parcel.

LOSS IN MARKET VALUE

Value of the Remainder as Part of the Larger Parcel		\$	562,608
Value of the Remainder, After Acquisition, Before Benefits	-	\$	562,608
Loss in Market Value		\$	0

VALUE OF THE REMAINDER, AFTER ACQUISITION, CONSIDERING BENEFITS

The appraisal process requires the valuation of the remainder as a separate and distinct parcel considering all the market forces that indicate any increase in value to the remainder property. The value of the remainder after acquisition considering benefits is:

The Value of the Remainder, After Acquisition, Considering Benefits

$$70,326\pm \text{ SF} \times \$7.25 / \text{SF} = \$ 562,608$$

BENEFITS

Under California eminent domain law, any potential benefits to the remainder can only be used to offset damages to the remainder. The proposed project may benefit the general market area but provides no quantifiable benefits to the larger parcel in the after condition; no benefits inure to the remainder due to the flood control easement.

GAIN IN MARKET VALUE

Value of the Remainder, After Acquisition, Considering Benefits		\$	562,608
Less: Value of the Remainder, After Acquisition, Before Benefits	-	\$	562,608
Gain in Market Value		\$	0

OPINION OF THE FAIR MARKET VALUE

Acquisition (Land and Site Improvements)	\$	1,000
Net Severance Damages	\$	0
Total	\$	1,000

APPENDIX

APPRAISER'S CERTIFICATIONS

APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial and unbiased and professional analyses, opinions and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.
4. I have neither appraised nor provided any service pertaining to the subject property in the past three years.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP).
9. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. As of the date of this report, I have completed the continuing education program of the Appraisal Institute.
12. I made a personal inspection of the property that is the subject of this report from the adjacent roadway.
13. I have not revealed the findings and results of this appraisal to anyone other than the proper officials of the client and I will not do so unless and until authorized by the client, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.

14. Such appraisal has been made in conformity with the appropriate California laws, Title VI of the 1964 Civil Rights Act, and regulations, policies, and procedures applicable to appraisal of right of way.
15. To the best of my knowledge, no portion of the value of the property appraised consists of items which are non-compensable under the established laws of California. It is my understanding that federal funds may be involved in the project that pertains to the subject of this report.
16. Fred McGrew provided significant assistance in the preparation of this report, including the determination of the appraisal problem, the collection and analysis of market data, determination of highest and best use, and the valuation analysis.
17. My opinion of the total fair market value of the appraised property identified in this report was derived without collusion, coercion or direction as to value.



David C. Houghton, MAI
Certified General Real Estate Appraiser
California Certificate No. AG039402

PLATS AND LEGALS

EXHIBIT "A"
BRENTWOOD BOULEVARD-(IN FEE)
DOCUMENT NO. 2011-0053404 (PORTION)

All that property situate in the City of Brentwood, County of Contra Costa, State of California, being a portion of that certain parcel of land granted to City of Brentwood, a municipal corporation, by deed recorded March 11, 2011 as Document No. 2011-0053404, also known as Parcel A, as said Parcel A is shown and so designated on that certain Record of Survey, filed April 6, 1966 in Book 41, Licensed Surveyors Maps, at Page 19, both of Contra Costa County Records, more particularly described as follows:

BEGINNING at the northwesterly corner of said parcel (2011-0053404), thence, along the northerly line of said parcel, South 89°58'34" East, 70.14 feet; thence, leaving said northerly line, along a line parallel with, easterly of, and 70.00 feet measured at right angles, from the westerly line of said parcel, South 03°39'26" East, 280.02 feet to the southerly line of said parcel; thence, along the southerly and westerly lines of said parcel, the following two (2) courses: 1) along a non-tangent curve to the left, having radius 364.00 feet, whose center bears South 28°59'41" East, through a central angle of 12°59'50", an arc distance of 82.57 feet and 2) North 03°39'26" West, 327.93 feet to said **POINT OF BEGINNING**.

Containing 21,150 square feet, or 0.49 acres more or less.

Bearings are based on the California Coordinate System of 1983, Zone 3, CA-HPGN (California High Precision Grid Network) Epoch 1997.30 as shown on 118 LSM 40 (City of Brentwood G.P.S. Control Network) Distances given are grid distances; multiply distances by 1.0000641 to obtain ground distances.

Exhibit 'B' attached and by this reference made a part hereof

This description has been prepared by me or under my direction, in conformance with the Professional Land Surveyor's Act.

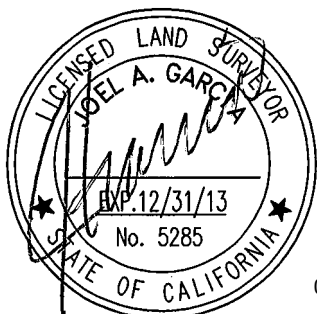
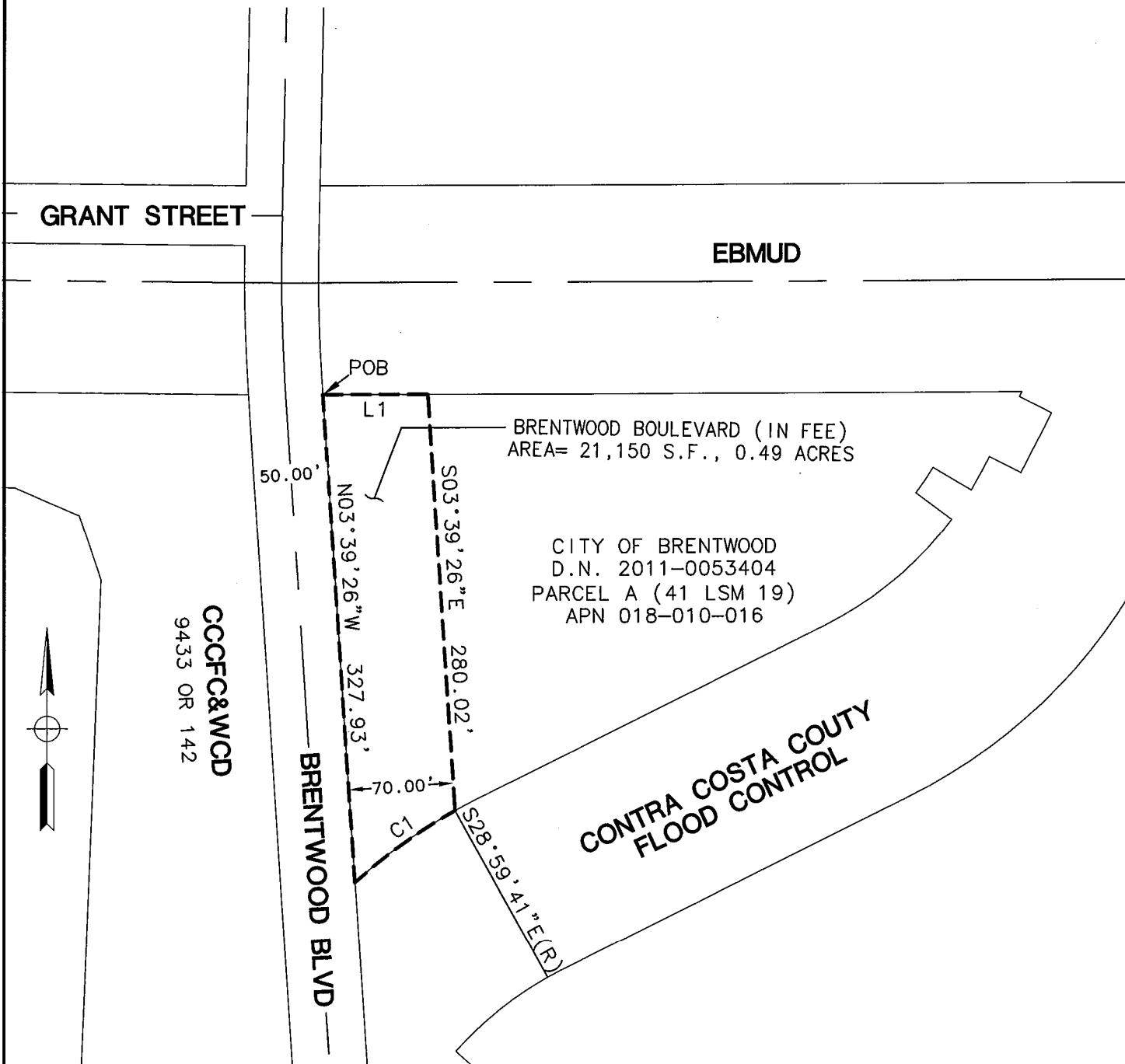
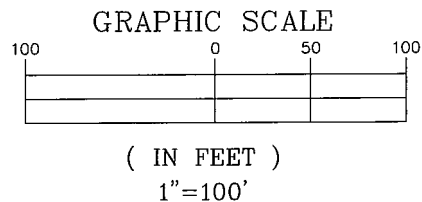
January 26, 2012
Date

Joel A. Garcia
Joel A. Garcia
L.S. No. 5285
Expiration Date: 12-31-2013



LINE TABLE		
LINE	BEARING	DIST
L1	S89°58'34"E	70.14'

CURVE TABLE			
CURVE	RADIUS	DELTA	DIST
C1	364.00'	12°59'50"	82.57'



<p align="center">EXHIBIT 'B' CITY OF BRENTWOOD D.N. 2011-0053404 (PORTION)</p>			
<p align="center">MARK THOMAS & COMPANY, INC. <i>Providing Engineering, Surveying, and Planning Services</i> 3000 Oak Road, Suite 650 Walnut Creek, CA 94597 (925) 938-0383</p>			
DESIGNED BY <u>JAG</u> CKD. BY <u>JM</u> DATE <u>01/25/12</u> SCALE <u>1" = 50'</u>	APPROVED ON _____ BY <u>JOEL A. GARCIA</u> LS NO. 5285	JOB NO. 81-98042 FILE NO.	SHEET 1 OF 1

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

City of Brentwood
City Clerk
708 Third Street
Brentwood, CA. 94513

CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder

DOC- 2011-0053404-00

Friday, MAR 11, 2011 15:43:32
FRE \$0.0011

Ttl Pd \$0.00

Nbr-0000863379
lrc/R9/1-7

MAIL TAX STATEMENTS TO:

EXEMPT PURSUANT TO
REVENUE TAX CODE 11922

SAME AS ABOVE

APN: 016-010-016-0

Project: 7030 Brentwood Blvd., Brentwood, CA 94513

GRANT DEED

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

REDEVELOPMENT AGENCY OF THE CITY OF BRENTWOOD

hereby grant(s) to CITY OF BRENTWOOD, A MUNICIPAL CORPORATION the real property ("Site") in the City of Brentwood, County of Contra Costa, State of California, legally described as **EXHIBIT "A" AND SHOWN ON MAP AS EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.**

1. The Site is conveyed subject to the Merged Brentwood and North Brentwood Redevelopment Plans.

2. The Grantee hereby covenants and agrees, for itself and its successors and assigns, that during construction and thereafter, the Grantee shall not use the Site for other than the uses specified in the Redevelopment Plan.

3. The Grantee covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, nor shall the Grantee itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Site.

All deeds, leases or contracts made relative to the Site, the improvements thereon or any part thereof shall contain or be subject to substantially the following nondiscrimination clauses:

- a. In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises herein conveyed, nor shall the grantee, or any person claiming under or through him or her, establish or permit any such

practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

- b. In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased, nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased."

- c. In contracts: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises."

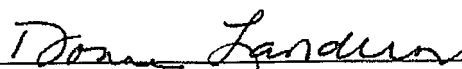
4. Except as otherwise provided, the covenants contained in this Grant Deed shall remain in effect until July 9, 2032, (the termination date of the North Brentwood Redevelopment Plan). The covenants against discrimination contained in paragraph 3 of this Grant Deed shall remain in perpetuity.

5. The covenants contained in this Grant Deed shall be binding for the benefit of the Grantor, its successors and assigns, any successor in interest to the Site or any part thereof, and such covenants shall run in favor of the Grantor and such aforementioned parties for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. The Grantor and such aforementioned parties, in the event of any breach of any such covenants, shall have the right to exercise all of the rights and remedies and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by the Grantor, its successors and such aforementioned parties.

Dated: 3/4/2011

GRANTOR:

REDEVELOPMENT AGENCY OF THE
CITY OF BRENTWOOD


Donna Landeros, Executive Director

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Contra Costa

On 3/4/2011 before me, Margaret A. Wimberly, Notary Public

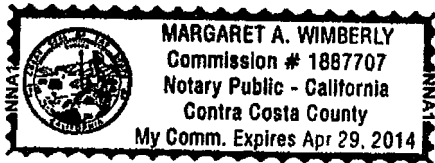
personally appeared Donna Landeros

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is ~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~she~~they~~ executed the same in ~~his~~her~~their~~ authorized capacity~~(ies)~~; and that by ~~his~~her~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Margaret A. Wimberly
Signature of Notary Public



Place Notary Seal and/or Stamp Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

☐ Corporate Officer — Title(s): _____ ☐ Corporate Officer — Title(s): _____

☐ Individual ☐ Individual

☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact ☐ Attorney in Fact

☐ Trustee ☐ Trustee

☐ Guardian or Conservator ☐ Guardian or Conservator

☐ Other: _____ ☐ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

EXHIBIT A

Legal Description

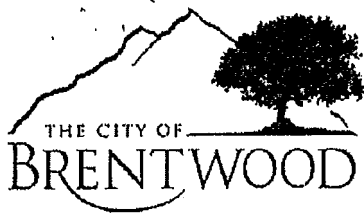
Real property in the City of Brentwood, County of Contra Costa, State of California, described as follows:

PARCEL A MAP OF RECORD OF SURVEY, FILED APRIL 6, 1966 IN BOOK 41,
LICENSED SURVEYORS MAPS, PAGE 19, CONTRA COSTA COUNTY RECORDS.

EXCEPTING THEREFROM;

ALL OIL, GAS, CASINGHEAD GASOLINE AND OTHER HYDROCARBONS AND MINERAL SUBSTANCES BELOW A POINT 500 FEET BELOW THE SURFACE OF SAID LAND, TOGETHER WITH THE RIGHT TO TAKE, REMOVE, MINE, PASS THROUGH AND DISPOSE OF ALL SAID OIL, GAS, CASINGHEAD GASOLINE AND OTHER HYDROCARBON AND MINERAL SUBSTANCES BUT WITHOUT ANY RIGHT WHATSOEVER TO ENTER UPON THE SURFACE OF SAID LAND, AS RESERVED IN THE DEED FROM LEO DAVIS, ET AL, RECORDED OCTOBER 15, 1980, BOOK 10048, PAGE 316, OFFICIAL RECORDS.

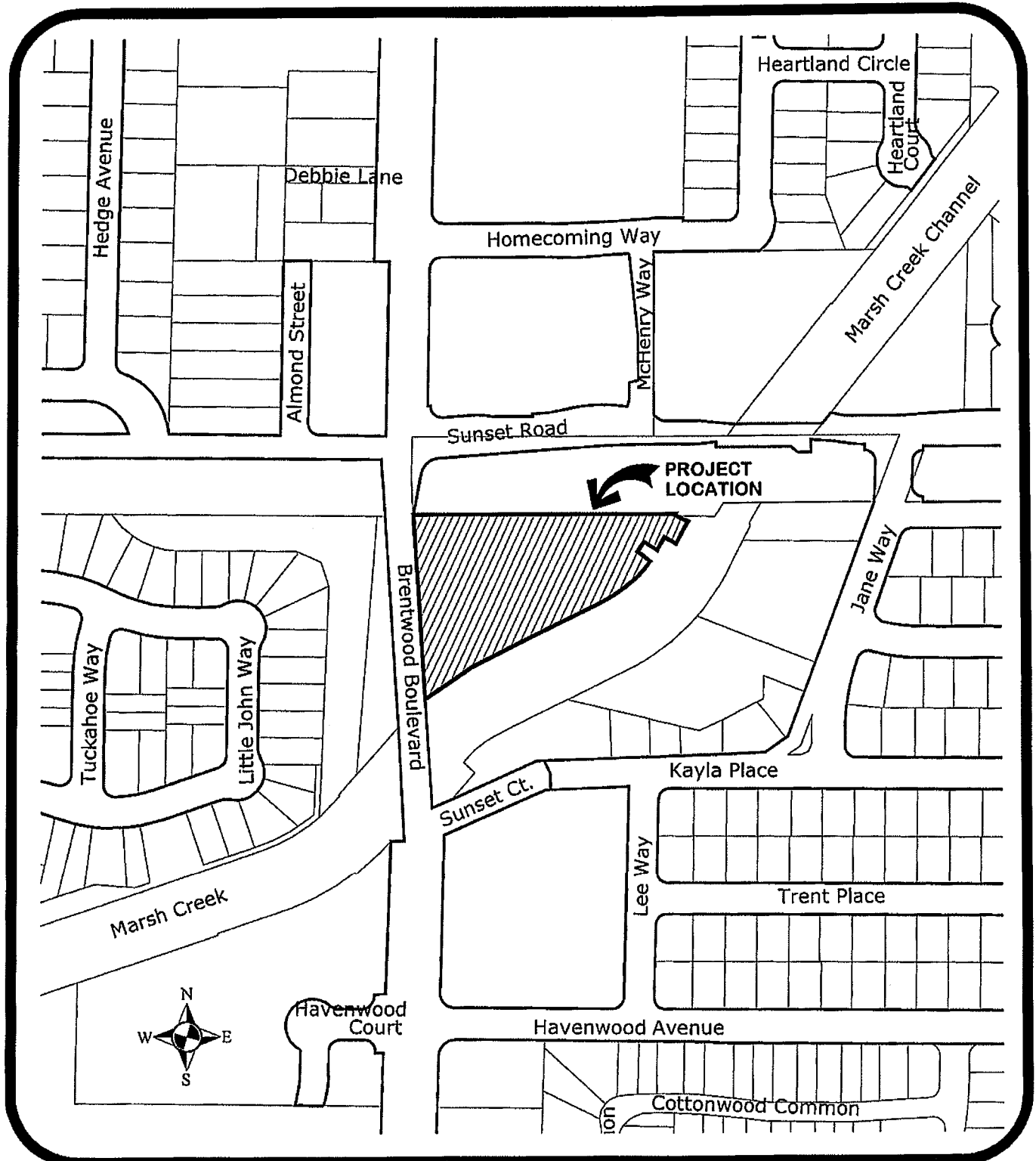
APN: 016-010-016



Redevelopment Agency
7030 Brentwood Boulevard

APN 016-010-016-0

Exhibit B



**CERTIFICATE OF ACCEPTANCE OF AN INTEREST IN
REAL PROPERTY BY THE CITY OF BRENTWOOD**

(Government Code Section 27281)

This is to certify that the interest in real property conveyed by the Grant Deed dated 3/4/11, from the Redevelopment Agency of the City of Brentwood, a public body, corporate and politic, to the City of Brentwood, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the City pursuant to authority conferred by City Council Resolution No. 2011-19 adopted on February 22, 2011. The City further consents to its recordation.

3/4/2011
Date

Donna Landeros
Donna Landeros
City Manager

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Contra Costa

On 3/4/2011
Date

before me, Margaret A. Wimberly, Notary Public
Here Insert Name and Title of the Officer

personally appeared

Donna Landeros

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Margaret A. Wimberly

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Attorney in Fact

☐ Trustee

☐ Trustee

☐ Guardian or Conservator

☐ Guardian or Conservator

☐ Other: _____

☐ Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

END OF DOCUMENT

APPRAISER'S QUALIFICATIONS

PROFESSIONAL QUALIFICATIONS



YEARS OF EXPERIENCE

17 Years (with BRI since 2014)



EDUCATION

BS, Science of Business
Management
University of Phoenix
Phoenix, Arizona



PROFESSIONAL REGISTRATIONS

California Certified General
Real Estate Appraiser
AG 39402



PROFESSIONAL AFFILIATIONS

Northern California Chapter of
Appraisal Institute



DESIGNATIONS

MAI, Appraisal Institute

DAVID HOUGHTON, MAI

Manager of Agency Appraisal

David Houghton is a Senior Appraiser with Bender Rosenthal (BRI). He has been involved in real estate appraising since 2005 and is a Certified General Appraiser in the State of California. He has professional experience appraising a wide range of property types, including industrial, office, medical office, retail, multifamily, condemnation, right of way, residential subdivisions, and various agricultural/rural residential property types. Between 2007 and 2014 he worked exclusively on low income housing appraisal assignments. While focused on that specialty, Dave gained experience appraising affordable housing and conducting market studies for Low Income Housing Tax Credit (LIHTC) developers. In 2014, David began working with BRI and has since shifted his focus and expertise into right of way appraisal assignments.

Geographically, Dave has appraised properties and completed market studies throughout Southern and Northern California, Washington, Hawaii, and Nevada, with the bulk of the experience in Southern and Northern California.

REPRESENTATIVE VALUATIONS INCLUDE

Office – Existing and proposed office properties in Sacramento Region and Central Valley.

Retail – Existing and proposed retail properties in Northern and Southern California.

Industrial – Existing and proposed industrial properties in Sacramento Region and Central Valley.

Multi-family – Existing and proposed multi-family properties in Northern and Southern California, the state of Washington, New Mexico, Nevada and Hawaii.

Mixed Use – Existing and proposed mixed use properties in Northern and Southern California.

Subdivision – Proposed residential subdivisions in Sacramento Region and Central Valley.

Eminent Domain – Improved and unimproved properties involving full and partial takings for municipalities, quasi-public companies, and property owners.

Agricultural – Vineyards, dairies, orchards, field/row crop land, and rural residential properties.

Land – Various types of land appraised such as commercial land, retail pad sites, residential land, transitional land, and agricultural/rural residential land.

Multi-family Market Studies – Existing and proposed multi-family LIHTC/HUD/USDA properties in Northern and Southern California, the state of Washington, New Mexico, Nevada and Hawaii.