

**ANNOTATED
AGENDA
OVERSIGHT BOARD
TO THE SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY**

**ANTIOCH COUNCIL CHAMBERS
THIRD & "H" STREETS**

August 20, 2012 at 3:00 PM

ROLL CALL (3:06 PM)

Board Members:

Brian Kalinowski, Chair (**absent**)
Martha Parsons, Vice Chair
Keith Archuleta (**arrived at 3:09**)
Tim Forrester
David Fraser
Francisco Hinojoso
Tina Wehrmeister

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

ITEMS

1. Annotated Agenda for June 18, 2012

STAFF REPORT

Action: Motion to approve the Annotated Agenda

APPROVED; 5/0

2. Confirming the transfer of Former Redevelopment Agency Parcels to the City of Antioch

STAFF REPORT

Action: Adopt the attached Resolution (Attachment A) confirming and consenting to:

- A.** The transfer of the 19 former Redevelopment Agency parcels known as the Redeveloped Parcels to the City of Antioch, given the current governmental use of those parcels; and
- B.** The transfer of the historic Hard House parcel to the nonprofit Friends of the Roswell Butler Hard House for no monetary consideration but with the requirement to rehabilitate the Hard House in accordance with federal and state historic preservation requirements and with restrictions on the use of the Hard House as a Local Public History

Museum Home for educational and cultural programs and for use by the City as the Mayor's Ceremonial Office and for other events at no cost to the City.

STAFF REPORT

RESOLUTION 2012-05; 6/0

3. **Recognized Obligation Payment Schedule (ROPS) and update on AB1484**

STAFF REPORT

Action: Motion to adopt the resolution approving the ROPS

RESOLUTION 2012-06; 6/0

ORAL COMMUNICATIONS

STAFF REPORT

WRITTEN COMMUNICATIONS

BOARD REPORTS

ADJOURNMENT 3:39 PM

Notice of Availability of Reports

This agenda is a summary of the actions proposed to be taken by the Oversight Board to the Successor Agency to the Antioch Development Agency. Materials provided regarding the agenda items will be available at the following website: <http://www.ci.antioch.ca.us/citygov/oversight/default.htm> or at the City of Antioch Community Development Department located on the 2nd floor of City Hall, 3rd and H Streets, Antioch, California, 94509, between the hours of 8:00 a.m. and 11:30 a.m. or by appointment only between 1:00 p.m. and 5:00 p.m. Monday through Thursday for inspection and copying (for a fee). The meetings of the Oversight Board are accessible to those with disabilities. Auxiliary aides will be made available upon advance request for persons with hearing or vision disabilities at (925) 779-7009 or TDD (925) 779-7081.

**REPORT TO THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO
THE ANTIOCH DEVELOPMENT AGENCY FOR CONSIDERATION AT THE
MEETING OF AUGUST 20, 2012**

Prepared By: Cheryl Hammers, Planning Secretary 

Date: August 8, 2012

Subject: June 18, 2012 Annotated Agenda Approval

RECOMMENDED ACTION

Motion to approve the annotated agenda from the meeting of June 18, 2012

DISCUSSION

The annotated agenda from the meeting of the Oversight Board on June 18, 2012 is attached for review and approval of the board.

ATTACHMENT

Annotated Agenda from the meeting of June 18, 2012

**ANNOTATED
AGENDA
OVERSIGHT BOARD
TO THE SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY**

**ANTIOCH COUNCIL CHAMBERS
THIRD & "H" STREETS**

June 18, 2012 at 3:00 PM

ROLL CALL (3:25 pm)

Board Members:

Brian Kalinowski, Chair (**absent**)
Martha Parsons, Vice Chair
Keith Archuleta
Tim Forrester
David Fraser (**absent**)
Francisco Hinojoso (**absent**)
Tina Wehrmeister

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

ITEMS

1. **Annotated Agenda for May 21, 2012**

Action: Motion to approve the Annotated Agenda

APPROVED; 4/0

2. **Former Redevelopment Agency properties transferred to the City of Antioch in March, 2011.**

Action: Direction to City staff regarding the properties transferred from the former Antioch Development Agency to the City, including the proposed transfer of the Hard House parcel at 815 First Street to the nonprofit Friends of the Roswell Butler Hard House.

Direction given to City staff to proceed with the concept of conveying the Hard House parcel to the Friends of the Roswell Butler Hard House for no monetary compensation but conditions on the use and further direction on considering the status of other parcels.

3. Direction to City staff regarding summer meeting schedule: July 16 and August 20

Direction given to City staff to work with the Board Chair on the summer meeting schedule depending on whether there are items for consideration and the availability of a quorum.

ORAL COMMUNICATIONS

WRITTEN COMMUNICATIONS


BOARD REPORTS

ADJOURNMENT 3:55 pm

Notice of Availability of Reports

This agenda is a summary of the actions proposed to be taken by the Oversight Board to the Successor Agency to the Antioch Development Agency. Materials provided regarding the agenda items will be available at the following website: <http://www.ci.antioch.ca.us/citygov/oversight/default.htm> or at the City of Antioch Community Development Department located on the 2nd floor of City Hall, 3rd and H Streets, Antioch, California, 94509, between the hours of 8:00 a.m. and 11:30 a.m. or by appointment only between 1:00 p.m. and 5:00 p.m. Monday through Thursday for inspection and copying (for a fee). The meetings of the Oversight Board are accessible to those with disabilities. Auxiliary aides will be made available upon advance request for persons with hearing or vision disabilities at (925) 779-7009 or TDD (925) 779-7081.

**REPORT TO THE OVERSIGHT BOARD OF THE SUCESSOR AGENCY OF THE
ANTIOCH DEVELOPMENT AGENCY FOR THE AUGUST 20, 2012 MEETING**

FROM: Lynn Tracy Nerland, Antioch City Attorney 
DATE: August 1, 2012
SUBJECT: **Confirming the transfer of Former Redevelopment Agency Parcels to
the City of Antioch**

ACTION:

Adopt the attached Resolution (Attachment A) confirming and consenting to:

- 1) the transfer of the 19 Former Redevelopment Agency Parcels known as the Redeveloped Parcels to the City of Antioch, given the current governmental use of those parcels; and
- 2) the transfer of the historic Hard House parcel to the nonprofit Friends of the Roswell Butler Hard House for no monetary consideration but with the requirement to rehabilitate the Hard House in accordance with federal and state historic preservation requirements and with restrictions on the use of the Hard House as a Local Public History Museum Home for educational and cultural programs and for use by the City as the Mayor's Ceremonial Office and for other events at no cost to the City.

BACKGROUND:

Transfer of Redevelopment Agency Parcels to the City of Antioch

As previously mentioned to the Oversight Board, at City Council and Agency meetings in March 2011 (Attachment B), the Agency and City considered and then executed a Property Conveyance Agreement ("Agreement") to transfer 25 parcels from the Agency to the City (Attachment C). Those 25 parcels are shown on a map (Attachment D).

In the City's opinion, many of these parcels should have been transferred to the City long ago as they were already in City use and/or on the City books, but no deed had been recorded. These parcels were called "Redeveloped Parcels" in the Agreement (Attachment E) and include parcels acquired for street/utility improvements, the Amtrak Station and Barbara Price Park parcels, the Hard House/Lynn House parcel and parcels functioning as improved parking lots downtown for City facilities and for public parking. The downtown parking lots are not only necessary for City facilities, but because of the reduced parking requirements in the Antioch Municipal Code/zoning ordinance in the Downtown area to encourage development of the City's historic downtown. Projects in the Downtown area have been approved on the assumption that

these public parking areas would continue to exist. None of these parking areas has meters or other revenue generating features. For each of these 19 Redeveloped Parcels, information from the County Assessors' Office is attached to the staff report. Title reports for each parcel may also be found at: <http://www.ci.antioch.ca.us/CityGov/Oversight/>.

Accordingly, of the 25 parcels, the Agreement called out 19 parcels as "Redeveloped Parcels," which were conveyed from the Agency to the City in consideration for the City agreeing to continue the public uses of these parcels. Although not the subject of the action before the Oversight Board now, the remaining 6 parcels (Attachment F) were identified as future "Development Parcels" in the Agreement. The Agreement tasks the City with redeveloping those 6 parcels and conveying to the Agency (and now presumably the taxing entities) the amount of compensation received from a future buyer that is the greater of the fair market value and fair reuse value of the Development Parcel given covenants, conditions and development costs imposed on the buyer. Further, under the 54-page long Assembly Bill 1484 (http://www.leginfo.ca.gov/pub/11-12/bill/asm/ab_1451-1500/ab_1484_bill_20120627_chaptered.pdf) adopted in late June to clarify some of these issues with the dissolution of redevelopment agencies, AB 1481 also requires the City as Successor Agency to prepare a long-range property management plan before the transfer of any of those parcels (Cal. Health and Safety Code section 34191.5)

All 25 parcels have recorded deeds in the name of the City of Antioch. Rather than go through the effort of recording deeds from the City to the City as Successor Agency to the Antioch Development Agency and then back to the City, it seemed more efficient to simply have the Oversight Board consent to and confirm the transfer of the 19 "Redeveloped Parcels" to the City. This is the process apparently followed in other jurisdictions. Given the additional noticing requirements in AB 1484 for disposal of assets, the agenda and this staff report will be made publicly available 10 days ahead of the meeting scheduled for August 20, 2012. As noted above, action on the remaining 6 parcels will be presented at another meeting.

Further, under Assembly Bill 1484 actions of the Oversight Board are forwarded to the California Department of Finance ("DOF"). DOF has 5 days to request a review and then 40 days to object to an action of the Oversight Board.

Roswell Butler Hard House

As discussed at the last Oversight Board meeting, the Hard House was built in 1869 by the first "mayor" of Antioch – Roswell Butler Hard. In 1979, the Antioch Development Agency purchased the parcel on which both the Hard House and Lynn House Gallery stand. The Hard House was listed on the State and Federal Registry of Historic Sites in 1993. Although the Lynn House was restored into an arts and cultural center, there have not been the resources to restore the Hard House. It is in a state of significant disrepair surrounded by a chain link fence to keep vagrants and vandals out.

In 2009, a group of residents interested in the restoration of the Hard House formed the nonprofit, "Friends of the Roswell Butler Hard House" ("Friends"). The Friends are eager to have ownership of the Hard House parcel to start rehabilitating it and to relieve the City from this maintenance obligation. The City Council and City as Successor Agency to the Antioch Development Agency have approved a Purchase and Sale Agreement on July 24, 2012 (Attachment G). Based on the Opinions of Value prepared by two licensed appraisers (Attachment H), the Hard House parcel would have negligible value, given the costs to restore a historical property. In addition, the Agreement includes a deed restriction requiring the House to be rehabilitated and operated as a Local Public History Museum Home for educational and cultural programs, as well as to be available at no cost for City use including use as the Mayor's Ceremonial Office. The Hard House would also be available at no cost for field trips from the Antioch Unified School District.

FINANCIAL IMPACTS:

For the 19 Redeveloped Parcels, no compensation would go to the taxing entities. The remaining 6 "Development Parcels" are identified but will be the subject of a long-range property management plan now required by AB 1484 before any transfer occurs that may generate revenue for the taxing entities.

ATTACHMENTS:

- A. Resolution Consenting to and Confirming Transfer of 19 Redeveloped Parcels
- B. Staff Report to the City Council and Antioch Development Agency March 22, 2011
- C. Property Conveyance Agreement dated March 9, 2011 between the City of Antioch and Antioch Development Agency
- D. Map of Agency Parcels conveyed to the City
- E. List of 19 Redeveloped Parcels along with information from the Assessor's Office (additional title reports for the parcels can be found at <http://www.ci.antioch.ca.us/CityGov/Oversight/>)
- F. List of 6 Future Development Parcels
- G. City Council and City as Successor Agency Resolutions approving the Purchase and Sale Agreement for Hard House Parcel
- H. Opinions of Value for the Hard House Parcel

ATTACHMENT "A"

OB RESOLUTION NO. _____

RESOLUTION OF THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY

RESOLUTION OF THE OVERSIGHT BOARD CONSENTING TO AND CONFIRMING THE TRANSFER OF 19 OF THE FORMER ANTIOCH DEVELOPMENT AGENCY PARCELS OF THE CITY OF ANTIOCH AND THE TRANSFER OF THE ROSWELL BUTLER HARD HOUSE PARCEL FROM THE CITY OF ANTIOCH TO THE FRIENDS OF THE ROSWELL BUTLER HARD HOUSE

WHEREAS, the City Council of the City of Antioch (the "City") adopted the Antioch Community Redevelopment Plan (as amended, the "Redevelopment Plan"), which set forth the Redevelopment Plan of the Antioch Community Redevelopment Project Area (the "Project Area") to be implemented by the Antioch Development Agency ("Agency"); and

WHEREAS, the Agency previously owned certain real property within the Project Area (the "Property" which includes 25 parcels) certain portions of which had previously been developed by, or on behalf of, the Agency, in accordance with the Redevelopment Plan and were and continue to be in governmental use and should have been transferred to the City (the 19 "Redeveloped Parcels" set forth in Exhibit 1) and certain portions of the Property which have not yet been developed (the 6 "Development Parcels"); and

WHEREAS, the City and Agency entered into a property conveyance agreement (the "Agreement") dated March 9, 2011, by which the Agency conveyed the Property to the City, and the City accepted the Property from the Agency; and

WHEREAS, pursuant to the Agreement, the City the City would continue the existing use for each Redeveloped Parcel and would take such actions necessary to identify a third-party developer for each Development Parcel to develop on each such Development Parcel a development consistent with the Redevelopment Plan; and

WHEREAS, the State of California mandated the dissolution of the Antioch Development Agency on February 1, 2012 pursuant to Assembly Bill 1x 26 adopted in June 2011 and Assembly Bill 1484 adopted in June 2012; and

WHEREAS, the City of Antioch is the Successor Agency to the Antioch Development Agency, pursuant to California Health and Safety Code section 34173(d); and

WHEREAS, information regarding the Property has been provided to the Oversight Board pursuant to the staff report and attachments and oral report presented August 20, 2012; and

WHEREAS, Health and Safety Code section 34181(a) allows the Oversight Board to

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direct the Successor Agency “to transfer ownership of those assets that were constructed and used for a governmental purpose, such as road, school buildings, parks, police and fire stations, libraries, and local agency administrative buildings, to the appropriate public jurisdiction pursuant to any existing agreements relating to the construction or use of such an asset;” and

WHEREAS, the 19 Redeveloped Parcels are in governmental use, and

WHEREAS, on July 24, 2012, the City Council and the City as Successor Agency to the Antioch Development Agency approved a Purchase and Sale Agreement with Escrow Instructions for the Hard House Parcel to the nonprofit Friends of the Roswell Butler Hard House for no monetary consideration but with the requirement to rehabilitate the property in accordance with state and federal regulations for historic resources and with restrictions on the use of the property as a Local Public Museum Home for educational and cultural programs and availability as the Mayor’s Ceremonial Office and for other events at no charge to the City and with the elimination of maintenance costs to the City in order to further the governmental use of the Hard House parcel; and

WHEREAS, pursuant to Health and Safety Code section 34181(f), public notice was given ten days in advance of the proposed action to confirm and consent to the transfer of 19 of the former Antioch Development Agency “Redeveloped Parcels” to the City of Antioch and the transfer of the Hard House Parcel from the City of Antioch to the Friends of the Roswell Butler Hard House; and

WHEREAS, pursuant to Section 15061(b)(3) of the Guidelines for the implementation of the California Environmental Quality Act (“CEQA”), the Agreement and actions by the Oversight Board to confirm title of the Redeveloped Parcels in the City are exempt from the requirements of CEQA because the use of the Redeveloped Parcels will not change by this action and because pursuant to Section 15331 of the CEQA Guidelines any actions regarding the rehabilitation of the Hard House pursuant to this action are exempt from CEQA because they are related to the “maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of historical resources” in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings (1995), Weeks and Grimmer, as may be amended; and

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Oversight Board to the City of Antioch as Successor Agency to the Antioch Development Agency finds that the above recitals are accurate.
2. The Oversight Board confirms and consents to the transfer of the 19 Redeveloped Parcels listed in Exhibit 1 to the City of Antioch.
3. The Oversight Board further consents to the transfer of the historic Hard House parcel to the nonprofit Friends of the Roswell Butler Hard House for no monetary consideration but with the requirement to rehabilitate the Hard House in accordance with federal and state

historic preservation requirements and with restrictions on the use of the Hard House as a Local Public History Museum Home for educational and cultural programs and for use by the City as the Mayor's Ceremonial Office and for other events at no cost to the City.

4. The Oversight Board grants the Antioch City Manager and Antioch City Attorney authority to execute any further documents, including but not limited to, grant or quitclaim deeds and certificates of acceptance as may be needed to effectuate this Resolution.

* * * * *

The foregoing resolution was passed and adopted by the Oversight Board to the Successor Agency to the Antioch Development Agency at a regular meeting thereof, held on the ____ day of _____, 2012 by the following vote:

AYES:

NOES:

ABSENT:

Chair, Oversight Board

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EXHIBIT 1


Redeveloped Parcels (19 Parcels)

APN	Address	Description
066-010-006	"L" St. and Marina Plaza	Formerly Barbara Price Park, in progress Boat Launch Facility
066-010-007	"L" St. and Marina Plaza	Formerly Barbara Price Park, in progress Boat Launch Facility
066-010-014	W. First St.	Amtrak Station
066-020-010	None	Public Parking – Pier at Riverview Lodge
066-052-003	W. Second and "E" St.	Public Parking – "Antioch Lumber Co." Lot
066-053-002	W. Third St.	Public Parking – Nick Rodriguez Community Center Lot
066-061-009	"I" St.	Public Parking – Gravel lot behind Delta Beauty College and Old Garage Building
066-061-010	W. Third St.	Public Parking – Gravel lot behind Delta Beauty College and Old Garage Building
066-062-016	W. Third St.	Public Parking – Lot between Odd Fellows Hall and former La Fontana building
066-071-005	W. Second St.	Public Parking – "Palms" Lot by El Campanil Theatre
066-072-020	608 W. Third St.	Public Parking – Portion of City Hall Lot
066-082-005	101 "I" St.	Public Parking – Waldie Plaza Lot
066-082-006	"I" St.	Public Parking – Waldie Plaza Lot
066-082-007	"I" St.	Public Parking – Waldie Plaza Lot
066-091-015	809 W. First St.	Lynn/Hard House parcel
066-107-001	308 "I" St.	Public Parking – "I" St. Lot between W. Second and W. Third Streets
066-107-003	314 "I" St.	Public Parking – "I" St. Lot between W. Second and W. Third Streets
066-107-010	807 W. Third St.	Public Parking – "I" St. Lot between W. Second and W. Third Streets
066-107-011	302 W. "I" St.	Public Parking – "I" St. Lot between W. Second and W. Third Streets

ATTACHMENT "B"

STAFF REPORT TO THE CITY COUNCIL AND THE ANTIOCH DEVELOPMENT AGENCY FOR CONSIDERATION AT THE MEETING OF MARCH 22, 2011

From: Brian Nunnally, Economic Development

Approved by: Jim Jakel, City Manager/Agency Executive Director 

Date: March 17, 2011

Subject: Confirming the Conveyance of Antioch Development Agency property to the City of Antioch

RECOMMENDATIONS:

Hold a public hearing about conveyance of real property from the Antioch Development Agency to the City of Antioch

AGENCY:

1. Adopt a Resolution of the Antioch Development Agency confirming the conveyance of certain real property from the Antioch Development Agency to the City of Antioch (Attachment B)

COUNCIL:

1. Adopt a Resolution of the City Council confirming the approval and acceptance of the the conveyance of certain real property form the Antioch Development Agency to the City of Antioch (Attachment C)

BACKGROUND:

In implementing the Redevelopment Plan, the Antioch Development Agency has acquired a number of parcels within the various Project Areas, but mainly in the downtown area (see Attachment A). Pursuant to Sections 33430 and 33432 of the California Community Redevelopment Law (California Health and Safety Code section 33000 et seq.), the Agency is required to dispose of real property that it has acquired. For real property that has been acquired for publicly-owned buildings, facilities, structures or other improvements within or contiguous to the Project Area, Health and Safety Code Section 33445 permits the Agency to pay for the acquisition of property and construction of such improvements.

In reviewing the attached list of Agency property, some of these parcels were acquired for street/utility improvements that have occurred or are scheduled to occur in the future. Some parcels have been functioning as improved parking lots with City staff providing maintenance. These parking lots are necessary not only for City facilities, but because of

reduced parking requirements in the Downtown area pursuant to the zoning ordinance in the Antioch Municipal Code on the expectation that these parking lots are in existence. The Amtrak Station and historic Hard House/Lynn House are also on the list of Agency properties. Barbara Price Park at the Marina appears to be owned by the Antioch Development Agency, but operates as a City park and is maintained by the City. A number of parcels have already been moved from the Agency's list of assets to the City's list of assets pursuant to the direction of the City's Financial Auditor. Staff continues to research the issues to ensure that parcels are appropriately listed as either Agency or City property.

All of the Agency parcels were acquired by the Agency for the purpose of eliminating blight and other permitted purposes under redevelopment law. Some of the parcels were acquired for street improvements, needed parking in the downtown to encourage reinvestment in the area, transit station, city park and cultural/arts/historical center. The Agency acquired the parcels over a number of years, even decades. Both at the time of acquisition of the parcels and now, the City's General Fund lacked the capacity to provide for the acquisition or improvements on the parcels. These acquisitions were consistent with the Agency's Implementation Plan to provide needed infrastructure and public facilities to the Project Areas to strengthen the commercial and economic base of the Project Areas.

At the Agency/Council meeting on March 8, 2011, the Agency and Council, by urgency action, conveyed the parcels listed in Attachment A. However, in an abundance of caution and in the interests of governmental transparency, a public hearing was noticed for March 22, 2011 and the action before the Council and Agency on March 22, 2011 is to confirm the conveyance of the properties listed in Attachment A by grant deed or quitclaim deed depending on the nature of the interest held by the Agency. Any current and lawful leases are also being assigned by the Agency to the City.

FINANCIAL IMPACT

For those parcels that the Agency is conveying to the City that have been redeveloped by the Agency and/or City or otherwise put into final use, the consideration for the conveyance is the City agreeing to continue the uses of such parcels.

As to those parcels that the Agency is conveying to the City that have not been redeveloped by the Agency or City or not put into final use, the consideration for the conveyance is the City's agreement to agree to develop such parcels at some point and to pay the Agency the value received by the City for each parcel from any third party developer, which is the greater of the fair market value of the parcel or the fair reuse value of the parcel with the covenants and conditions and development costs imposed by the City on the developer considered. The Property Conveyance Agreement is Attachment D.

OPTIONS

No options are presented because the recommended action is consistent with the Council/Agency actions taken on March 8, 2011. If state legislation occurs between the date of this report and the Council/Agency meeting regarding the nature and powers of redevelopment agencies, staff may recommend that this item be pulled.

Under the current version of the Governor's budget bill, on the day the bill is signed, redevelopment activity would be significantly restricted and redevelopment agencies abolished on July 1, 2011. On that day, successor agencies (likely the City) would be required to wrap-up the operations of the former redevelopment agency under direction of an oversight board of seven members: one appointed by the County Board of Supervisors; one selected by the City Council; one appointed by the largest non-enterprise special district; one appointed by the County Superintendent of Education to represent schools; one appointed by the County Superintendent of Education to represent the community college district; one appointed by the County Superintendent of Education to represent the general public; and one appointed by the County to represent the general public. The budget bill requires the oversight board to direct the successor agency to dispose of all assets and properties of the former redevelopment agency, except those deemed part of an approved development project. The County Auditor-Controller would control the funds of the successor agency.

As an example, whether the oversight board would require the sale of former Agency property that is currently in use as a City parking lot or the Amtrak Station is unknown at this time.

It is also unknown whether the State or appointed oversight board would demand the unwinding of this proposed transaction even if taken before the budget bill is approved.

ATTACHMENTS

- Attachment A – List of Properties
- Attachment B – Agency Resolution
- Attachment C – City Council Resolution
- Attachment D – Property Conveyance Agreement

A	APN	Owner	S House #	S House	S Str Dir	S Str Name	S Str	S Unit #	S City	S St	S Zip
1	065-010-006-8	ANTIOCH DEVELOPMENT AGENCY	209			FULTON SHIPYARD	RD		ANTIOCH CA	94509	
2	066-010-006-6	ANTIOCH DEVELOPMENT AGENCY				L	ST		ANTIOCH CA	94509	
3	066-010-007-4	ANTIOCH DEVELOPMENT AGENCY				L	ST		ANTIOCH CA	94509	
4	066-010-014-0	ANTIOCH DEVELOPMENT AGENCY				1ST	ST		ANTIOCH CA	94509	
5	066-020-010-6	ANTIOCH DEVELOPMENT AGENCY							ANTIOCH CA	94509	
6	066-051-001-7	ANTIOCH DEVELOPMENT AGENCY				F	ST		ANTIOCH CA	94509	
7	066-051-002-5	ANTIOCH DEVELOPMENT AGENCY	500	W		2ND	ST		ANTIOCH CA	94509	
8	066-052-003-2	ANTIOCH DEVELOPMENT AGENCY				2ND	ST		ANTIOCH CA	94509	
9	066-053-002-3	ANTIOCH DEVELOPMENT AGENCY				3RD	ST		ANTIOCH CA	94509	
10	066-061-009-8	ANTIOCH DEVELOPMENT AGENCY				I	ST		ANTIOCH CA	94509	
11	066-061-010-6	ANTIOCH DEVELOPMENT AGENCY				3RD	ST		ANTIOCH CA	94509	
12	066-062-016-2	ANTIOCH DEVELOPMENT AGENCY				3RD	ST		ANTIOCH CA	94509	
13	066-071-005-4	ANTIOCH DEVELOPMENT AGENCY				2ND	ST		ANTIOCH CA	94509	
14	066-072-020-2	ANTIOCH DEVELOPMENT AGENCY	608	W		3RD	ST		ANTIOCH CA	94509	
15	066-082-005-1	ANTIOCH DEVELOPMENT AGENCY	101			I	ST		ANTIOCH CA	94509	
16	066-082-006-9	ANTIOCH DEVELOPMENT AGENCY				1ST	ST		ANTIOCH CA	94509	
17	066-082-007-7	ANTIOCH DEVELOPMENT AGENCY				1ST	ST		ANTIOCH CA	94509	
18	066-091-015-9	ANTIOCH DEVELOPMENT AGENCY	809	W		1ST	ST		ANTIOCH CA	94509	
19	066-092-001-8	ANTIOCH DEVELOPMENT AGENCY	801	W		2ND	ST		ANTIOCH CA	94509	
20	066-092-014-1	ANTIOCH DEVELOPMENT AGENCY				2ND	ST		ANTIOCH CA	94509	
21	066-102-010-7	ANTIOCH DEVELOPMENT AGENCY				PROSPECTS	WAY		ANTIOCH CA	94509	
22	066-107-001-1	ANTIOCH DEVELOPMENT AGENCY	308			I	ST		ANTIOCH CA	94509	
23	066-107-003-7	ANTIOCH DEVELOPMENT AGENCY	314			I	ST		ANTIOCH CA	94509	
24	066-107-010-2	ANTIOCH DEVELOPMENT AGENCY	807	W		3RD	ST		ANTIOCH CA	94509	
25	066-107-011-0	ANTIOCH DEVELOPMENT AGENCY	302			I	ST		ANTIOCH CA	94509	

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RESOLUTION NO. _____

A RESOLUTION OF THE ANTIOCH DEVELOPMENT AGENCY CONFIRMING THE AUTHORIZATION TO EXECUTE A PROPERTY CONVEYANCE AGREEMENT WITH THE CITY OF ANTIOCH FOR THE CONVEYANCE OF CERTAIN REAL PROPERTY LOCATED IN THE ANTIOCH COMMUNITY REDEVELOPMENT PROJECT AREA

WHEREAS, the City Council (the "City Council") of the City of Antioch (the "City") has adopted the Antioch Community Redevelopment Plan (as amended, the "Redevelopment Plan"). The Redevelopment Plan sets forth a plan for redevelopment of the Antioch Community Redevelopment Project Area (the "Project Area"); and

WHEREAS, the Antioch Development Agency (the "Agency") is responsible for administering the Redevelopment Plan to cause redevelopment of the Project Area; and

WHEREAS, the Agency owns certain real property within the Project Area (the "Property") certain portions of which have previously been developed by, or on behalf of, the Agency, in accordance with the Redevelopment Plan (the "Redeveloped Parcels") and certain portions of which have not yet been developed (the "Development Parcels"); and

WHEREAS, the Agency desires to enter into a property conveyance agreement (the "Agreement") with the City, substantially in the form on file with the City Clerk and the Agency Secretary, under which the Agency would convey to the City, and the City would accept the Property from the Agency; and

WHEREAS, following such conveyance, the City would take such actions necessary to identify a third-party developer for each Development Parcel (the "Third Party Developer") to serve as the developer of each Development Parcel and develop on each such Development Parcel a development consistent with the Redevelopment Plan (each a "Proposed Development") and the City would continue the existing use for each Redeveloped Parcel; and

WHEREAS, the Property is more particularly described in the Agreement, and the conveyance of the Property by the Agency to the City is authorized by California Health & Safety Code Section 33432; and

WHEREAS, pursuant to Section 15004(b)(2)(A) of the Guidelines for the implementation of the California Environmental Quality Act ("CEQA"), the Agreement is exempt from the requirements of CEQA because the future use of the Development Parcels for the Proposed Development is conditioned upon CEQA compliance as more particularly set forth in the Agreement, and the City Council retains full discretion in approving, denying, or conditioning any land use entitlement, or any other planning approval, necessary for the development of the Proposed Development by the Third Party Developer; and

WHEREAS, pursuant to Section 15061(b)(3) of the CEQA Guidelines, the Agreement is exempt from the requirements of CEQA because the use of the Redeveloped Parcels will not

change or otherwise be modified following the conveyance by the Agency to the City pursuant to the Agreement; and

WHEREAS, by staff report accompanying this Resolution and incorporated into this Resolution by this reference (the "Staff Report"), the Agency Board has been provided with additional information upon which the actions set forth in this Resolution are based;

WHEREAS, the actions set forth for the Agency are consistent with the actions taken as an urgency item on March 8, 2011;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Agency Board finds that the above recitals are accurate.
2. The Agency Executive Director is hereby authorized and directed to file a Notice of Exemption with respect to the Agreement in accordance with the applicable provisions of CEQA.
3. Pursuant to Health and Safety Code Section 33432, the Agency Board hereby confirms approval of the Agreement and all ancillary documents, including but not limited to, grant deeds (the "Grant Deeds"); approval of the execution of the Agreement by the Agency Executive Director, approval of the execution by the Agency Executive Director of the Grant Deeds, and all ancillary documents in substantially the form on file with the City Clerk and the Agency Secretary, with such changes as are approved by the Agency signatory (such approval to be conclusively evidenced by the execution of the Agreement); and approval of the conveyance of the Property by the Agency pursuant to the provisions of the Agreement.
4. Nothing in this Resolution shall affect the City's policy discretion in granting or denying the land use entitlements, or any other planning approvals necessary for the development of the Proposed Development by the Third Party Developer on any particular Development Parcel.
5. This Resolution shall take immediate effect upon its adoption.

I, hereby certify that the above and foregoing resolution was duly and regularly passed and adopted at a meeting of the Antioch Development Agency on the ___ day of March, 2011, by the following vote:

AYES:	Boardmembers:
NOES:	Boardmembers:
ABSENT:	Boardmembers:
ABSTAIN:	Boardmembers:

L. Jolene Martin, Secretary

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH CONFIRMING THE AUTHORIZATION TO EXECUTE A PROPERTY CONVEYANCE AGREEMENT WITH THE ANTIOCH DEVELOPMENT AGENCY FOR THE CONVEYANCE OF CERTAIN REAL PROPERTY LOCATED IN THE ANTIOCH COMMUNITY REDEVELOPMENT PROJECT AREA

WHEREAS, the City Council (the "City Council") of the City of Antioch (the "City") has adopted the Antioch Community Redevelopment Plan (as amended, the "Redevelopment Plan"). The Redevelopment Plan sets forth a plan for redevelopment of the Antioch Community Redevelopment Project Area (the "Project Area"); and

WHEREAS, the Antioch Development Agency (the "Agency") is responsible for administering the Redevelopment Plan to cause redevelopment of the Project Area; and

WHEREAS, the Agency owns certain real property within the Project Area (the "Property") certain portions of which have previously been developed by, or on behalf of, the Agency, in accordance with the Redevelopment Plan (the "Redeveloped Parcels") and certain portions of which have not yet been developed (the "Development Parcels") and

WHEREAS, the City desires to enter into a property conveyance agreement (the "Agreement") with the Agency, substantially in the form on file with the City Clerk and the Agency Secretary, under which the Agency would convey to the City, and the City would accept the Property from the Agency; and

WHEREAS, following such conveyance, the City would take such actions necessary to identify a third-party developer for each Development Parcel (the "Third Party Developer") to serve as the developer of each Development Parcel and develop on each such Development Parcel a development consistent with the Redevelopment Plan (each a "Proposed Development"), and the City would continue the existing use for each Redeveloped Parcel; and

WHEREAS, the Property is more particularly described in the Agreement, and the conveyance of the Property by the Agency to the City is authorized by California Health & Safety Code Section 33432; and

WHEREAS, pursuant to Section 15004(b)(2)(A) of the Guidelines for the implementation of the California Environmental Quality Act ("CEQA"), the Agreement is exempt from the requirements of CEQA because the future use of the Development Parcels for the Proposed Development is conditioned upon CEQA compliance as more particularly set forth in the Agreement, and the City Council retains full discretion in approving, denying, or conditioning any land use entitlement, or any other planning approval, necessary for the development of the Proposed Development by the Third Party Developer; and

WHEREAS, pursuant to Section 15061(b)(3) of the CEQA Guidelines, the Agreement is exempt from the requirements of CEQA because the use of the Redeveloped Parcels will not

change or otherwise be modified following the conveyance by the Agency to the City pursuant to the Agreement; and

WHEREAS, by staff report accompanying this Resolution and incorporated into this Resolution by this reference (the "Staff Report"), the City Council has been provided with additional information upon which the actions set forth in this Resolution are based; and

WHEREAS, the actions set forth for the City are consistent with the actions taken as an urgency item on March 8, 2011;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The City Council finds that the above recitals are accurate.
2. The City Manager is hereby authorized and directed to file a Notice of Exemption with respect to the Agreement in accordance with the applicable provisions of CEQA.
3. Pursuant to Health and Safety Code Section 33432, the City Council hereby confirms approval of the Agreement and all ancillary documents, including but not limited to, grant or quitclaim deeds (the "Grant Deeds"); approval of the execution of the Agreement by the City Manager, approves the execution by the City Manager of the Grant Deeds, certificates of acceptance, and all ancillary documents in substantially the form on file with the City Clerk and the Agency Secretary, with such changes as are approved by the City signatory (such approval to be conclusively evidenced by the execution of the Agreement); and approval of the acceptance of the Property by the City pursuant to the provisions of the Agreement.
4. Nothing in this Resolution shall affect the City's policy discretion in granting or denying the land use entitlements, or any other planning approvals necessary for the development of the Proposed Development by the Third Party Developer on any particular Development Parcel.
5. This Resolution shall take immediate effect upon its adoption.

* * * * *

I, hereby certify that the above and foregoing resolution was duly and regularly passed and adopted at a meeting of the City Council of the City of Antioch on the ___ day of March, 2011, by the following vote:

AYES:	Councilmembers:
NOES:	Councilmembers:
ABSENT:	Councilmembers:
ABSTAIN:	Councilmembers:

L. Jolene Martin, City Clerk

PROPERTY CONVEYANCE AGREEMENT

This Property Conveyance Agreement (the "Agreement") is entered into as of March ____, 2011, by and between the Antioch Development Agency, a public body corporate and politic (the "Agency"), and the City of Antioch, a municipal corporation (the "City"). The City and Agency are sometimes hereafter referred to collectively as the "Parties" and individually as a "Party." The Parties enter into this Agreement, with reference to the following facts and purposes:

RECITALS

A. The City adopted the Redevelopment Plan for the Antioch Community Redevelopment Project Area, establishing the project area (the "Project Area"), in accordance with the California Community Redevelopment Law (Health and Safety Code Sections 33000 et seq.; the "Redevelopment Law").

B. The Agency is responsible for administering the Redevelopment Plan to cause the redevelopment of the Project Area, including the development of affordable housing for low and moderate-income households.

C. To assist in implementing the Redevelopment Plan, the Agency has adopted a five-year implementation plan (the "Implementation Plan") pursuant to Section 33490 of the Redevelopment Law.

D. In accordance with the Redevelopment Plan, the Agency has acquired certain parcels of real property within the Project Area (each of which is referred to as a "Parcel," and, collectively, are referred to as the "Property"), as more particularly described in the attached Exhibit A.

E. In furtherance of the goals and objectives of the Redevelopment Plan and the Implementation Plan, the Agency desires to convey the Property to the City, and the City desires to acquire the Property from the Agency. The Agency and the City desire to enter into this Agreement to effectuate the transfer of the Property by the Agency to the City and to establish the Parties' mutual agreement regarding the redevelopment of the Property.

F. Following the conveyance of the Property to the City, the City intends to (i) continue the use of the Parcels that are consistent with the Redevelopment Plan for those Parcels that have been redeveloped by the Agency and/or City ("Redeveloped Parcels") and (ii) cause the redevelopment of any other Parcel ("Development Parcels") in a manner consistent with the Redevelopment Plan and the Implementation Plan (each a "Future Development"). To cause the development of the Future Development on each Development Parcel, the City intends to: (i) establish the parameters and proposed scope of development for the Future Development on the Development Parcel, and (ii) seek and select a reputable third-party developer for the ultimate development of each Future Development, which remains subject to compliance with the California Environmental Quality Act ("CEQA") and all other applicable requirements of the City's land use entitlement process.

G. Pursuant to Section 15004(b)(2)(A) of the Guidelines for the implementation of the California Environmental Quality Act ("CEQA"), this Agreement is exempt from the requirements of CEQA because the future use of the Development Parcels for the Future Development is conditioned upon CEQA compliance as more particularly set forth below. In addition, pursuant to Section 15061(b)(3) of the CEQA Guidelines, CEQA review of this Agreement is not required because it can be seen with certainty that conveyance of the Redeveloped Parcels pursuant to this Agreement will not alter the existing use of the Redeveloped Parcels.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Agency and the City agree as follows:

Section 1. Conveyance. Subject to the terms and conditions set forth below, the Agency agrees to convey, and the City agrees to accept conveyance of, the Property. Conveyance of the Property includes the assignment of any current and lawful leases on the Property from the Agency to the City.

Section 2. Consideration for Conveyance.

(a) Development Parcels. The Agency shall convey the Development Parcels to the City in consideration for the City's agreement to cause the development of the Future Development on each Development Parcel, in accordance with the terms and conditions of this Agreement. The Agreement evidences the obligation of the City to pay to the Agency the value received by the City for each Development Parcel from the Third Party Developer (as defined below). This amount received by the City will be the greater of the fair market value of the Development Parcel, or the fair reuse value of the Development Parcel (as of the date of the conveyance by the City to the Third Party Developer either as a fee conveyance or as a ground lease conveyance) based on the use of the Development Parcel for the Future Development, and with the covenants and conditions and development costs imposed by the City on the Third Party Developer in connection with the Future Development (the "Parcel Consideration"). Such amount, if any, will be paid by the City to the Agency upon the City receiving such consideration from the Third Party Developer. The Agency acknowledges that the Parcel Consideration for each Development Parcel may be as little as One Dollar (\$1.00) depending on the specific limitations imposed by the City on the Third Party Developer that the Development Parcel be used for the Future Development, and the other covenants and conditions and development costs imposed by the City on the Third Party Developer in connection with the Future Development. The provisions of this Section 2 shall survive the recordation of the Grant Deed, defined below.

(b) Redeveloped Parcels. The Agency shall convey the Redeveloped Parcels to the City in consideration for the City agreeing to continue the uses of such Redeveloped Parcels for the uses set forth in the Grant Deed, defined below, for such Redeveloped Parcels.

Section 3. Method of Conveyance. As soon as practicable following execution of this Agreement, the Agency shall convey the Property to the City by grant deed or quitclaim

deed depending on the nature of the interest held by the Agency (the "Grant Deed"), substantially in the form of the attached Exhibit B, provided, however, the Grant Deed for the Redeveloped Parcels shall include deed restrictions limiting the uses for such Parcels to those required by the Agency in its agreements regarding the Redeveloped Parcels, to be recorded in the official records of the Clerk Recorder of the County of Contra Costa. The date of execution of the Grant Deed is referred to in this Agreement as the "Conveyance Date." Ad valorem property taxes and assessments, if any, shall be prorated as of the Conveyance Date. The Agency shall pay all costs of conveyance.

Unless the Parties agree otherwise, the City and the Agency shall establish an escrow with a mutually acceptable title company (the "Title Company") to effectuate the conveyance of the Property. The Agency and the City shall execute any and all documents reasonably necessary or appropriate to close the conveyance of the Property pursuant to the terms of this Agreement.

Section 4. Condition of Title. The condition of title on the Conveyance Date shall be as set forth in the preliminary title report for each Parcel issued by the Title Company (collectively, the "Preliminary Title Reports"). In connection with and as a condition of closing, and unless otherwise waived by the City, the Agency shall cause to be delivered by the Title Company to the City a commitment for (and promptly after closing shall cause delivery by the Title Company to the City of) an ALTA extended owners title policy for the Property consistent with the terms of the Preliminary Title Reports. The costs of the title policy shall be borne by the Agency.

Section 5. Condition of Property. In fulfillment of the purposes of Health and Safety Code Section 25359.7(a), the Parties acknowledge and agree that the Agency has provided the City with all information in its possession regarding the existence and/or release of hazardous substances on or beneath the Property, and that the provision of such information constitutes the written notice required to be given by the Agency to the City pursuant to Health and Safety Code Section 25359.7(a).

Section 6. Indemnification. The Agency shall indemnify, defend and hold the City, its officials, officers, employees and agents harmless from any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including, but not limited to, reasonable attorney's fees and expenses) imposed upon or incurred by or asserted against the City and directly or indirectly arising out of or in any way relating to any one or more of the following: (a) any presence of any hazardous materials in, on, above, or under any Parcel prior to the time of the Conveyance Date; (b) any actual or proposed investigation, assessment, remediation or monitoring of any hazardous materials, under, on or above any Parcel prior to the Conveyance Date, whether or not any such activity is voluntary or pursuant to court or administrative order; (c) any past, present or threatened non-compliance or violations of any hazardous materials laws, any order of any governmental authority issued under any hazardous materials laws as a result of any hazardous materials in, on, above, or under any Parcel prior to the time of the Conveyance Date; (d) third party claims concerning hazardous material relating to matters that initially arose

prior to the time of the Conveyance Date; (e) any third party claims relating to matters that arose before Conveyance Date; or (e) any actions challenging the Agency's conveyance and City's acceptance of the Property. Each indemnified party may make all reasonable decisions with respect to their representation in any legal proceeding, including, but not limited to, the selection of attorney(s). The Agency shall pay immediately upon the City's demand any amounts owing under this indemnity.

Section 7. Representations and Warranties. The Agency represents, warrants and covenants to the City, as of the date of this Agreement and as of the Conveyance Date, as follows:

(a) No Condemnation. To the best of the Agency's knowledge, there is no pending or threatened condemnation or similar proceeding affecting the Property, or any portion thereof, nor does the Agency have any knowledge that any such action is contemplated.

(b) No Proceedings. To the best of the Agency's knowledge, there are no legal actions, suits, or other legal or administrative proceedings, including condemnation cases pending or threatened against or affecting the Property or the Agency's title to the Property. The Agency has not received notice from any public agency or entity with respect to any future proceeding or basis for any future proceeding against or affecting the Property or any part of the Property, or concerning any existing or potential, past, present or future toxic or hazardous material or conditions at the Property.

(c) Clear Title. The Agency is the owner of the Property and has marketable and insurable fee simple title to the Property free of restrictions, leases, liens and other encumbrances, except for the matters set forth in the Preliminary Title Reports. During the term of this Agreement, the Agency shall not convey or accept any offer to convey the Property or any portion of the Property nor shall the Agency encumber or permit encumbrance of the Property in any way nor grant any property, contract or occupancy right relating to the Property or any portion thereof without the prior written consent of the City, which may be withheld in the City's sole and absolute discretion.

Section 8. Operation of the Property.

(a) Prior to the Conveyance Date. Prior to the Conveyance Date, the Agency shall maintain the Property in its current condition unless other arrangements are in place with the City regarding maintenance responsibilities.

(b) After the Conveyance Date. After the Conveyance Date, and prior to the disposition of the Development Parcels to the Third Party Developer, the City shall maintain the Development Parcels in their respective current conditions. After the Conveyance Date, the City shall cause the applicable occupant (if any) of the Redeveloped Parcels to maintain each such Parcel in accordance with all applicable agreements governing such Parcel.

Section 9. No Brokers. Each Party represents to the other that it has not had any contact or dealings regarding the Property, or any communication in connection with the subject

matter of this transaction, through any real estate broker or other person who can claim a right to a commission or finder's fee. If any broker or finder makes a claim for a commission or finder's fee based upon a contact, dealings, or communications, the party through whom the broker or finder makes this claim shall indemnify, defend with counsel of the indemnified Party's choice, and hold the indemnified Party harmless from all expense, loss, damage and claims, including the indemnified Party's attorneys' fees, if necessary, arising out of the broker's or finder's claim.

Section 10. Process for the Development of the Future Development: DDA with Third Party Developer.

(a) Development Process. Promptly following the recordation of the Grant Deed, the City shall commence, and thereafter diligently pursue, in a commercially reasonable manner, as determined by the City, the redevelopment of each Development Parcel by pursuing the development of the Future Development. The City shall establish the parameters and the proposed scope of development for the Future Development on each Development Parcel of the Property based on, among other things, prevailing economic and market conditions, community input, and the goals and objectives of the Redevelopment Plan and the Implementation Plan. The City shall comply with all applicable requirements of CEQA in connection with the Future Development. Prior to the consideration of a proposed DDA, as defined below, by the City Council of the City, all necessary environmental review required by CEQA shall be completed.

For each Development Parcel, the City shall identify potential developers (including for-profit developers, non-profit developers, or a joint venture between a for-profit developer and a non-profit developer) capable of developing the Future Development, and thereafter select a particular reputable developer with the necessary skill and ability (including, but not limited to, financial capability) to cause the timely development of the Future Development (each a "Third Party Developer").

(b) DDA. To ensure the proper redevelopment of each Development Parcel of the Property, the City shall execute a disposition and development agreement with the Third Party Developer (the "DDA") which will, among other things, impose the necessary and appropriate conditions on the conveyance of the Development Parcel by the City to the Third-Party Developer to insure that the Development Parcel is developed in a timely manner. In the reasonable discretion of the City, the DDA may contain any, or all, of the following conditions precedent to the City's conveyance of the Development Parcel to the Third Party Developer: (i) obtaining all necessary land-use approvals for the Future Development, including, but not limited to, the satisfaction of all applicable requirements of CEQA, (ii) obtaining the City's approval of the schematic drawings, design development drawings, and final construction drawings for the Future Development, (iii) obtaining a building permit for the construction of the Future Development, (iv) obtaining sufficient financing for the Future Development, and (v) satisfying such other conditions the City deems appropriate given the particular scope of development for the Future Development. The DDA shall require the Developer to pay the Parcel Consideration as the purchase price (or as lease payments) for the Parcel. In the discretion of the City, the DDA may also impose (a) insurance requirements and indemnification obligations on the Third Party Developer, (b) a schedule of performance for the satisfaction of the conditions precedent to the conveyance of the Development Parcel, and for the commencement and completion of

construction of the Future Development, (c) the right of the City to approve proposed transfers of interests in the Parcel or of the Third Party Developer, and (d) the right for the Development Parcel to revert back to, and revest in, the City in the event the Third Party Developer is in breach of its obligations to complete construction of the Future Development within the timeframe established in the DDA. The DDA approved by the City, if any, must be consistent with CEQA. Notwithstanding any provision herein to the contrary, each conveyance of a Development Parcel by the City to a Third Party Developer shall be done in accordance with all applicable laws, including, but not limited to, California Health & Safety Code Section 33432 as it exists on the date of this Agreement, and any other applicable provision of the Redevelopment Law.

Section 11. City Discretion. Nothing in this Agreement, including, but not limited to, the conveyance of the Property by the Agency to the City, limits the City's discretion in complying with all applicable requirements of CEQA, or considering any requested land use or other approvals related to the development of the Property, whether by the Third Party Developer, or otherwise. The City Council retains ultimate discretion in approving, denying, or conditioning any approval needed for the Future Development by the Third-Party Developer, or otherwise.

Section 12. General Provisions.

(a) Headings. The title and headings of the various sections hereof are intended for means of reference and are not intended to place any construction on the provisions hereof.

(b) Invalidity. If any provision of this Agreement shall be invalid or unenforceable the remaining provisions shall not be affected thereby, and every provision hereof shall be valid and enforceable to the fullest extent permitted by law.

(c) Entire Agreement. The terms of this Agreement are intended by the Parties as a final expression of their agreement and may not be contradicted by evidence of any prior or contemporaneous agreement. The Parties further intend that this Agreement constitute the exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial proceedings involving this Agreement. No provision of this Agreement may be amended except by an agreement in writing signed by the Parties hereto or their respective successors in interest. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(d) Successors. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties hereto.

(e) Time of the Essence. Time is of the essence in this Agreement.

(f) Exhibits. All exhibits attached hereto are incorporated in this Agreement by this reference.

(g) Actions of the Parties. Whenever this Agreement calls for or permits an Agency approval, determination, consent, election, or waiver, the written approval, determination, consent, election, or waiver of the Agency Executive Director or the Executive Director's designee shall constitute the approval, determination, consent, election, or waiver of the Agency, without further authorization required from the Agency Board. Whenever this Agreement calls for or permits City approval, determination, consent, election, or waiver, the written approval, determination, consent, election, or waiver of the City Manager or the City Manager's designee shall constitute the approval, determination, consent, election, or waiver of the City, without further authorization required from the City Council.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

ANTIOCH DEVELOPMENT AGENCY, a public
body, corporate and politic

By: _____

Name: _____

Its: _____

Approved as to form:

By: _____

Name: _____

Its: _____

Attest:

By: _____

L. Jolene Martin, Board Secretary

CITY OF ANTIOCH, a municipal corporation

By: _____

Name: _____

Its: _____

Approved as to form:

By: _____

Name: _____

Its: _____

Attest:

By: _____

L. Jolene Martin, City Clerk

EXHIBIT A

DESCRIPTION OF THE PROPERTY

Development Parcels

APN	Address	Description

Redeveloped Parcels

APN	Address	Description

EXHIBIT B

FORM OF GRANT DEED

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Antioch
City Hall
Third and H Streets
Antioch, California 94509
Attn: City Manager

NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE SECTION 27383

GRANT DEED

For valuable consideration, the receipt of which is hereby acknowledged,

The Antioch Development Agency, a public body, corporate and politic, of the State of California (the "Grantor"), acting to carry out redevelopment purposes pursuant to the Community Redevelopment Law of the State of California, hereby grants to the City of Antioch, a municipal corporation (the "Grantee"), the real property (the "Property") described in Attachment No. 1 attached hereto and incorporated in this Grant Deed by this reference.

1. The Property is located within the Antioch Community Redevelopment Project Area, (the "Project Area") and is subject to the Antioch Community Redevelopment Plan (the "Redevelopment Plan").
2. In accordance with the terms of the Conveyance Agreement between the Grantor and Grantee dated as of _____, 2011 (the "Agreement"), the Grantee hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the Property in furtherance of the Redevelopment Plan.
3. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, 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 Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

In Deeds:

"(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, establish or permit any 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Leases:

"(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee or any person claiming under or through the lessee, 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.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Contracts:

"(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee 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 of the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

4. The covenant contained in Section 2 regarding the use of the Property shall remain in effect until the expiration of the effectiveness of the Redevelopment Plan. The covenants contained in Section 3 regarding non-discrimination shall remain in effect in perpetuity.

5. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, and any successor in interest to the Property 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. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties 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 property 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.

6. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the rights to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and

not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

7. This Grant Deed may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Deed as of this

_____.

GRANTOR:

ANTIOCH DEVELOPMENT AGENCY, a public
body, corporate and politic

By: _____

Name: _____

Its: _____

CITY OF ANTIOCH, a municipal corporation

By: _____

Name: _____

Its: _____

ATTACHMENT NO. 1
PROPERTY DESCRIPTION

STATE OF CALIFORNIA

)

COUNTY OF CONTRA COSTA

)

)

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

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

WITNESS my hand and official seal.

Notary Public

STATE OF CALIFORNIA

)

COUNTY OF CONTRA COSTA

)

)

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

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

WITNESS my hand and official seal.

Notary Public

CERTIFICATE OF ACCEPTANCE
(Pursuant to Government Code 27281)

This is to certify that the interest in real property conveyed by the Grant Deed from the Antioch Development Agency, dated March 8, 2011 to the City of Antioch, a municipal corporation (the "City"), is hereby accepted on March 8, 2011, by the undersigned officer or agent on behalf of the City pursuant to authority conferred by resolution of the City Council adopted on March 8, 2011, and the City Council consents to the recordation of said document in the Office of the Recorder of Contra Costa, State of California.

Dated: March 8, 2011

By: _____
Its Authorized Representative

ATTACHMENT "C"

PROPERTY CONVEYANCE AGREEMENT

This Property Conveyance Agreement (the "Agreement") is entered into as of March 9, 2011, by and between the Antioch Development Agency, a public body corporate and politic (the "Agency"), and the City of Antioch, a municipal corporation (the "City"). The City and Agency are sometimes hereafter referred to collectively as the "Parties" and individually as a "Party." The Parties enter into this Agreement, with reference to the following facts and purposes:

RECITALS

- A. The City adopted the Redevelopment Plan for the Antioch Community Redevelopment Project Area, establishing the project area (the "Project Area"), in accordance with the California Community Redevelopment Law (Health and Safety Code Sections 33000 et seq.; the "Redevelopment Law").
- B. The Agency is responsible for administering the Redevelopment Plan to cause the redevelopment of the Project Area, including the development of affordable housing for low and moderate-income households.
- C. To assist in implementing the Redevelopment Plan, the Agency has adopted a five-year implementation plan (the "Implementation Plan") pursuant to Section 33490 of the Redevelopment Law.
- D. In accordance with the Redevelopment Plan, the Agency has acquired certain parcels of real property within the Project Area (each of which is referred to as a "Parcel," and, collectively, are referred to as the "Property"), as more particularly described in the attached Exhibit A.
- E. In furtherance of the goals and objectives of the Redevelopment Plan and the Implementation Plan, the Agency desires to convey the Property to the City, and the City desires to acquire the Property from the Agency. The Agency and the City desire to enter into this Agreement to effectuate the transfer of the Property by the Agency to the City and to establish the Parties' mutual agreement regarding the redevelopment of the Property.
- F. Following the conveyance of the Property to the City, the City intends to (i) continue the use of the Parcels that are consistent with the Redevelopment Plan for those Parcels that have been redeveloped by the Agency and/or City ("Redeveloped Parcels") and (ii) cause the redevelopment of any other Parcel ("Development Parcels") in a manner consistent with the Redevelopment Plan and the Implementation Plan (each a "Future Development"). To cause the development of the Future Development on each Development Parcel, the City intends to: (i) establish the parameters and proposed scope of development for the Future Development on the Development Parcel, and (ii) seek and select a reputable third-party developer for the ultimate development of each Future Development, which remains subject to compliance with the California Environmental Quality Act ("CEQA") and all other applicable requirements of the City's land use entitlement process.

G. Pursuant to Section 15004(b)(2)(A) of the Guidelines for the implementation of the California Environmental Quality Act ("CEQA"), this Agreement is exempt from the requirements of CEQA because the future use of the Development Parcels for the Future Development is conditioned upon CEQA compliance as more particularly set forth below. In addition, pursuant to Section 15061(b)(3) of the CEQA Guidelines, CEQA review of this Agreement is not required because it can be seen with certainty that conveyance of the Redeveloped Parcels pursuant to this Agreement will not alter the existing use of the Redeveloped Parcels.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Agency and the City agree as follows:

Section 1. Conveyance. Subject to the terms and conditions set forth below, the Agency agrees to convey, and the City agrees to accept conveyance of, the Property. Conveyance of the Property includes the assignment of any current and lawful leases on the Property from the Agency to the City.

Section 2. Consideration for Conveyance.

(a) Development Parcels. The Agency shall convey the Development Parcels to the City in consideration for the City's agreement to cause the development of the Future Development on each Development Parcel, in accordance with the terms and conditions of this Agreement. The Agreement evidences the obligation of the City to pay to the Agency the value received by the City for each Development Parcel from the Third Party Developer (as defined below). This amount received by the City will be the greater of the fair market value of the Development Parcel, or the fair reuse value of the Development Parcel (as of the date of the conveyance by the City to the Third Party Developer either as a fee conveyance or as a ground lease conveyance) based on the use of the Development Parcel for the Future Development, and with the covenants and conditions and development costs imposed by the City on the Third Party Developer in connection with the Future Development (the "Parcel Consideration"). Such amount, if any, will be paid by the City to the Agency upon the City receiving such consideration from the Third Party Developer. The Agency acknowledges that the Parcel Consideration for each Development Parcel may be as little as One Dollar (\$1.00) depending on the specific limitations imposed by the City on the Third Party Developer that the Development Parcel be used for the Future Development, and the other covenants and conditions and development costs imposed by the City on the Third Party Developer in connection with the Future Development. The provisions of this Section 2 shall survive the recordation of the Grant Deed, defined below.

(b) Redeveloped Parcels. The Agency shall convey the Redeveloped Parcels to the City in consideration for the City agreeing to continue the uses of such Redeveloped Parcels for the uses set forth in the Grant Deed, defined below, for such Redeveloped Parcels.

Section 3. Method of Conveyance. As soon as practicable following execution of this Agreement, the Agency shall convey the Property to the City by grant deed or quitclaim

deed depending on the nature of the interest held by the Agency (the "Grant Deed"), substantially in the form of the attached Exhibit B, provided, however, the Grant Deed for the Redeveloped Parcels shall include deed restrictions limiting the uses for such Parcels to those required by the Agency in its agreements regarding the Redeveloped Parcels, to be recorded in the official records of the Clerk Recorder of the County of Contra Costa. The date of execution of the Grant Deed is referred to in this Agreement as the "Conveyance Date." Ad valorem property taxes and assessments, if any, shall be prorated as of the Conveyance Date. The Agency shall pay all costs of conveyance.

Unless the Parties agree otherwise, the City and the Agency shall establish an escrow with a mutually acceptable title company (the "Title Company") to effectuate the conveyance of the Property. The Agency and the City shall execute any and all documents reasonably necessary or appropriate to close the conveyance of the Property pursuant to the terms of this Agreement.

Section 4. Condition of Title. The condition of title on the Conveyance Date shall be as set forth in the preliminary title report for each Parcel issued by the Title Company (collectively, the "Preliminary Title Reports"). In connection with and as a condition of closing, and unless otherwise waived by the City, the Agency shall cause to be delivered by the Title Company to the City a commitment for (and promptly after closing shall cause delivery by the Title Company to the City of) an ALTA extended owners title policy for the Property consistent with the terms of the Preliminary Title Reports. The costs of the title policy shall be borne by the Agency.

Section 5. Condition of Property. In fulfillment of the purposes of Health and Safety Code Section 25359.7(a), the Parties acknowledge and agree that the Agency has provided the City with all information in its possession regarding the existence and/or release of hazardous substances on or beneath the Property, and that the provision of such information constitutes the written notice required to be given by the Agency to the City pursuant to Health and Safety Code Section 25359.7(a).

Section 6. Indemnification. The Agency shall indemnify, defend and hold the City, its officials, officers, employees and agents harmless from any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including, but not limited to, reasonable attorney's fees and expenses) imposed upon or incurred by or asserted against the City and directly or indirectly arising out of or in any way relating to any one or more of the following: (a) any presence of any hazardous materials in, on, above, or under any Parcel prior to the time of the Conveyance Date; (b) any actual or proposed investigation, assessment, remediation or monitoring of any hazardous materials, under, on or above any Parcel prior to the Conveyance Date, whether or not any such activity is voluntary or pursuant to court or administrative order; (c) any past, present or threatened non-compliance or violations of any hazardous materials laws, any order of any governmental authority issued under any hazardous materials laws as a result of any hazardous materials in, on, above, or under any Parcel prior to the time of the Conveyance Date; (d) third party claims concerning hazardous material relating to matters that initially arose

prior to the time of the Conveyance Date; (e) any third party claims relating to matters that arose before Conveyance Date; or (e) any actions challenging the Agency's conveyance and City's acceptance of the Property. Each indemnified party may make all reasonable decisions with respect to their representation in any legal proceeding, including, but not limited to, the selection of attorney(s). The Agency shall pay immediately upon the City's demand any amounts owing under this indemnity.

Section 7. Representations and Warranties. The Agency represents, warrants and covenants to the City, as of the date of this Agreement and as of the Conveyance Date, as follows:

(a) No Condemnation. To the best of the Agency's knowledge, there is no pending or threatened condemnation or similar proceeding affecting the Property, or any portion thereof, nor does the Agency have any knowledge that any such action is contemplated.

(b) No Proceedings. To the best of the Agency's knowledge, there are no legal actions, suits, or other legal or administrative proceedings, including condemnation cases pending or threatened against or affecting the Property or the Agency's title to the Property. The Agency has not received notice from any public agency or entity with respect to any future proceeding or basis for any future proceeding against or affecting the Property or any part of the Property, or concerning any existing or potential, past, present or future toxic or hazardous material or conditions at the Property.

(c) Clear Title. The Agency is the owner of the Property and has marketable and insurable fee simple title to the Property free of restrictions, leases, liens and other encumbrances, except for the matters set forth in the Preliminary Title Reports. During the term of this Agreement, the Agency shall not convey or accept any offer to convey the Property or any portion of the Property nor shall the Agency encumber or permit encumbrance of the Property in any way nor grant any property, contract or occupancy right relating to the Property or any portion thereof without the prior written consent of the City, which may be withheld in the City's sole and absolute discretion.

Section 8. Operation of the Property.

(a) Prior to the Conveyance Date. Prior to the Conveyance Date, the Agency shall maintain the Property in its current condition unless other arrangements are in place with the City regarding maintenance responsibilities.

(b) After the Conveyance Date. After the Conveyance Date, and prior to the disposition of the Development Parcels to the Third Party Developer, the City shall maintain the Development Parcels in their respective current conditions. After the Conveyance Date, the City shall cause the applicable occupant (if any) of the Redeveloped Parcels to maintain each such Parcel in accordance with all applicable agreements governing such Parcel.

Section 9. No Brokers. Each Party represents to the other that it has not had any contact or dealings regarding the Property, or any communication in connection with the subject

matter of this transaction, through any real estate broker or other person who can claim a right to a commission or finder's fee. If any broker or finder makes a claim for a commission or finder's fee based upon a contact, dealings, or communications, the party through whom the broker or finder makes this claim shall indemnify, defend with counsel of the indemnified Party's choice, and hold the indemnified Party harmless from all expense, loss, damage and claims, including the indemnified Party's attorneys' fees, if necessary, arising out of the broker's or finder's claim.

Section 10. Process for the Development of the Future Development; DDA with Third Party Developer.

(a) Development Process. Promptly following the recordation of the Grant Deed, the City shall commence, and thereafter diligently pursue, in a commercially reasonable manner, as determined by the City, the redevelopment of each Development Parcel by pursuing the development of the Future Development. The City shall establish the parameters and the proposed scope of development for the Future Development on each Development Parcel of the Property based on, among other things, prevailing economic and market conditions, community input, and the goals and objectives of the Redevelopment Plan and the Implementation Plan. The City shall comply with all applicable requirements of CEQA in connection with the Future Development. Prior to the consideration of a proposed DDA, as defined below, by the City Council of the City, all necessary environmental review required by CEQA shall be completed.

For each Development Parcel, the City shall identify potential developers (including for-profit developers, non-profit developers, or a joint venture between a for-profit developer and a non-profit developer) capable of developing the Future Development, and thereafter select a particular reputable developer with the necessary skill and ability (including, but not limited to, financial capability) to cause the timely development of the Future Development (each a "Third Party Developer").

(b) DDA. To ensure the proper redevelopment of each Development Parcel of the Property, the City shall execute a disposition and development agreement with the Third Party Developer (the "DDA") which will, among other things, impose the necessary and appropriate conditions on the conveyance of the Development Parcel by the City to the Third-Party Developer to insure that the Development Parcel is developed in a timely manner. In the reasonable discretion of the City, the DDA may contain any, or all, of the following conditions precedent to the City's conveyance of the Development Parcel to the Third Party Developer: (i) obtaining all necessary land-use approvals for the Future Development, including, but not limited to, the satisfaction of all applicable requirements of CEQA, (ii) obtaining the City's approval of the schematic drawings, design development drawings, and final construction drawings for the Future Development, (iii) obtaining a building permit for the construction of the Future Development, (iv) obtaining sufficient financing for the Future Development, and (v) satisfying such other conditions the City deems appropriate given the particular scope of development for the Future Development. The DDA shall require the Developer to pay the Parcel Consideration as the purchase price (or as lease payments) for the Parcel. In the discretion of the City, the DDA may also impose (a) insurance requirements and indemnification obligations on the Third Party Developer, (b) a schedule of performance for the satisfaction of the conditions precedent to the conveyance of the Development Parcel, and for the commencement and completion of

construction of the Future Development, (c) the right of the City to approve proposed transfers of interests in the Parcel or of the Third Party Developer, and (d) the right for the Development Parcel to revert back to, and revest in, the City in the event the Third Party Developer is in breach of its obligations to complete construction of the Future Development within the timeframe established in the DDA. The DDA approved by the City, if any, must be consistent with CEQA. Notwithstanding any provision herein to the contrary, each conveyance of a Development Parcel by the City to a Third Party Developer shall be done in accordance with all applicable laws, including, but not limited to, California Health & Safety Code Section 33432 as it exists on the date of this Agreement, and any other applicable provision of the Redevelopment Law.

Section 11. City Discretion. Nothing in this Agreement, including, but not limited to, the conveyance of the Property by the Agency to the City, limits the City's discretion in complying with all applicable requirements of CEQA, or considering any requested land use or other approvals related to the development of the Property, whether by the Third Party Developer, or otherwise. The City Council retains ultimate discretion in approving, denying, or conditioning any approval needed for the Future Development by the Third-Party Developer, or otherwise.

Section 12. General Provisions.

(a) Headings. The title and headings of the various sections hereof are intended for means of reference and are not intended to place any construction on the provisions hereof.

(b) Invalidity. If any provision of this Agreement shall be invalid or unenforceable the remaining provisions shall not be affected thereby, and every provision hereof shall be valid and enforceable to the fullest extent permitted by law.

(c) Entire Agreement. The terms of this Agreement are intended by the Parties as a final expression of their agreement and may not be contradicted by evidence of any prior or contemporaneous agreement. The Parties further intend that this Agreement constitute the exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial proceedings involving this Agreement. No provision of this Agreement may be amended except by an agreement in writing signed by the Parties hereto or their respective successors in interest. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(d) Successors. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties hereto.

(e) Time of the Essence. Time is of the essence in this Agreement.

(f) Exhibits. All exhibits attached hereto are incorporated in this Agreement by this reference.

(g) Actions of the Parties. Whenever this Agreement calls for or permits an Agency approval, determination, consent, election, or waiver, the written approval, determination, consent, election, or waiver of the Agency Executive Director or the Executive Director's designee shall constitute the approval, determination, consent, election, or waiver of the Agency, without further authorization required from the Agency Board. Whenever this Agreement calls for or permits City approval, determination, consent, election, or waiver, the written approval, determination, consent, election, or waiver of the City Manager or the City Manager's designee shall constitute the approval, determination, consent, election, or waiver of the City, without further authorization required from the City Council.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

ANTIOCH DEVELOPMENT AGENCY, a public
body, corporate and politic

By:

James Takei

Name:

James Takei

Its:

Executive Director

Approved as to form:

By:

Lynn Tracy Nerland

Name:

Lynn Tracy Nerland

Its:

Agency General Counsel

Attest:

By:

L. Jolene Martin
L. Jolene Martin, Board Secretary

CITY OF ANTIOCH, a municipal corporation

By:

James Takei

Name:

James Takei

Its:

City Manager

Approved as to form:

By:

Lynn Tracy Nerland

Name:

Lynn Tracy Nerland

Its:

City Attorney

Attest:

By:

L. Jolene Martin
L. Jolene Martin, City Clerk

Exhibit A

A	APN	Owner	S. House #	S. House	S. Str. Dir.	S. Str. Name	S. Str.	S. Unit#	S. City	S. St.	S. Zip
1	065-010-006-8	ANTIOCH DEVELOPMENT AGENCY	209			FULTON SHIPYARD	RD		ANTIOCH CA	94509	94509
2	066-010-006-6	ANTIOCH DEVELOPMENT AGENCY				L	ST		ANTIOCH CA	94509	94509
3	066-010-007-4	ANTIOCH DEVELOPMENT AGENCY				L	ST		ANTIOCH CA	94509	94509
4	066-010-014-0	ANTIOCH DEVELOPMENT AGENCY				1ST	ST		ANTIOCH CA	94509	94509
5	066-020-010-6	ANTIOCH DEVELOPMENT AGENCY							ANTIOCH CA	94509	94509
6	066-051-001-7	ANTIOCH DEVELOPMENT AGENCY				F	ST		ANTIOCH CA	94509	94509
7	066-051-002-5	ANTIOCH DEVELOPMENT AGENCY	500		W	2ND	ST		ANTIOCH CA	94509	94509
8	066-052-003-2	ANTIOCH DEVELOPMENT AGENCY				2ND	ST		ANTIOCH CA	94509	94509
9	066-053-002-3	ANTIOCH DEVELOPMENT AGENCY				3RD	ST		ANTIOCH CA	94509	94509
10	066-061-009-8	ANTIOCH DEVELOPMENT AGENCY				I	ST		ANTIOCH CA	94509	94509
11	066-061-010-6	ANTIOCH DEVELOPMENT AGENCY				3RD	ST		ANTIOCH CA	94509	94509
12	066-062-016-2	ANTIOCH DEVELOPMENT AGENCY				3RD	ST		ANTIOCH CA	94509	94509
13	066-071-005-4	ANTIOCH DEVELOPMENT AGENCY				2ND	ST		ANTIOCH CA	94509	94509
14	066-072-020-2	ANTIOCH DEVELOPMENT AGENCY	608		W	3RD	ST		ANTIOCH CA	94509	94509
15	066-082-005-1	ANTIOCH DEVELOPMENT AGENCY	101			I	ST		ANTIOCH CA	94509	94509
16	066-082-006-9	ANTIOCH DEVELOPMENT AGENCY				1ST	ST		ANTIOCH CA	94509	94509
17	066-082-007-7	ANTIOCH DEVELOPMENT AGENCY				1ST	ST		ANTIOCH CA	94509	94509
18	066-091-015-9	ANTIOCH DEVELOPMENT AGENCY	809		W	1ST	ST		ANTIOCH CA	94509	94509
19	066-092-001-8	ANTIOCH DEVELOPMENT AGENCY	801		W	2ND	ST		ANTIOCH CA	94509	94509
20	066-092-014-1	ANTIOCH DEVELOPMENT AGENCY				2ND	ST		ANTIOCH CA	94509	94509
21	066-102-010-7	ANTIOCH DEVELOPMENT AGENCY				PROSPECTS	WAY		ANTIOCH CA	94509	94509
22	066-107-001-1	ANTIOCH DEVELOPMENT AGENCY	308			I	ST		ANTIOCH CA	94509	94509
23	066-107-003-7	ANTIOCH DEVELOPMENT AGENCY	314			I	ST		ANTIOCH CA	94509	94509
24	066-107-010-2	ANTIOCH DEVELOPMENT AGENCY	807		W	3RD	ST		ANTIOCH CA	94509	94509
25	066-107-011-0	ANTIOCH DEVELOPMENT AGENCY	302			I	ST		ANTIOCH CA	94509	94509

EXHIBIT A

DESCRIPTION OF THE PROPERTY

Future Development Parcels (6 Parcels)

APN	Address	Description
065-010-006	209 Fulton Shipyard Rd.	Vacant parcel near existing Boat Ramp known as "Rodger's Point"
066-051-001	"F" St., west of Birthplace of Antioch monument	Vacant parcel
066-051-002	500 W. Second St., corner of W. Second and "F" Streets	Vacant parcel
066-092-001	801 W. Second St.	Vacant parcel known as "Old Hotel" site
066-092-014	W. Second St.	Vacant parcel known as "Old Hotel" site
066-102-010	Prospects Way	Wetlands behind former Antioch Radiator Shop at intersection of W. Second St. and Prospects Way

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Redeveloped Parcels (19 Parcels)

APN	Address	Description
066-010-006	"L" St. and Marina Plaza	Formerly Barbara Price Park, in progress Boat Launch Facility
066-010-007	"L" St. and Marina Plaza	Formerly Barbara Price Park, in progress Boat Launch Facility
066-010-014	W. First St.	Amtrak Station
066-020-010	None	Public Parking – Pier at Riverview Lodge
066-052-003	W. Second and "E" St.	Public Parking – "Antioch Lumber Co." Lot
066-053-002	W. Third St.	Public Parking – Nick Rodriguez Community Center Lot
066-061-009	"I" St.	Public Parking – Gravel lot behind Delta Beauty College and Old Garage Building
066-061-010	W. Third St.	Public Parking – Gravel lot behind Delta Beauty College and Old Garage Building
066-062-016	W. Third St.	Public Parking – Lot between Odd Fellows Hall and former La Fontana building
066-071-005	W. Second St.	Public Parking – "Palms" Lot by El Campanil Theatre
066-072-020	608 W. Third St.	Public Parking – Portion of City Hall Lot
066-082-005	101 "I" St.	Public Parking – Waldie Plaza Lot
066-082-006	"I" St.	Public Parking – Waldie Plaza Lot
066-082-007	"I" St.	Public Parking – Waldie Plaza Lot
066-091-015	809 W. First St.	Lynn/Hard House parcel
066-107-001	308 "I" St.	Public Parking – "I" St. Lot between W. Second and W. Third Streets
066-107-003	314 "I" St.	Public Parking – "I" St. Lot between W. Second and W. Third Streets
066-107-010	807 W. Third St.	Public Parking – "I" St. Lot between W. Second and W. Third Streets
066-107-011	302 W. "I" St.	Public Parking – "I" St. Lot between W. Second and W. Third Streets

EXHIBIT B

FORM OF GRANT DEED

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Antioch
City Hall
Third and H Streets
Antioch, California 94509
Attn: City Manager

NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE SECTION 27383

GRANT DEED

For valuable consideration, the receipt of which is hereby acknowledged,

The Antioch Development Agency, a public body, corporate and politic, of the State of California (the "Grantor"), acting to carry out redevelopment purposes pursuant to the Community Redevelopment Law of the State of California, hereby grants to the City of Antioch, a municipal corporation (the "Grantee"), the real property (the "Property") described in Attachment No. 1 attached hereto and incorporated in this Grant Deed by this reference.

1. The Property is located within the Antioch Community Redevelopment Project Area, (the "Project Area") and is subject to the Antioch Community Redevelopment Plan (the "Redevelopment Plan").

2. In accordance with the terms of the Conveyance Agreement between the Grantor and Grantee dated as of _____, 2011 (the "Agreement"), the Grantee hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the Property in furtherance of the Redevelopment Plan.

3. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, 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 Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

In Deeds:

"(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, establish or permit any 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Leases:

"(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee or any person claiming under or through the lessee, 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.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Contracts:

“(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee 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 of the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”

4. The covenant contained in Section 2 regarding the use of the Property shall remain in effect until the expiration of the effectiveness of the Redevelopment Plan. The covenants contained in Section 3 regarding non-discrimination shall remain in effect in perpetuity.

5. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, and any successor in interest to the Property 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. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties 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 property 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.

6. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the rights to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and

not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

7. This Grant Deed may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Deed as of this

_____.

GRANTOR:

ANTIOCH DEVELOPMENT AGENCY, a public
body, corporate and politic

By: _____

Name: _____

Its: _____

CITY OF ANTIOCH, a municipal corporation

By: _____

Name: _____

Its: _____

C15

not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

7. This Grant Deed may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Deed as of this

_____.

GRANTOR:

ANTIOCH DEVELOPMENT AGENCY, a public
body, corporate and politic

By: _____

Name: _____

Its: _____

CITY OF ANTIOCH, a municipal corporation

By: _____

Name: _____

Its: _____

ATTACHMENT NO. 1
PROPERTY DESCRIPTION

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

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

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

WITNESS my hand and official seal.

Notary Public

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

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

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

WITNESS my hand and official seal.

Notary Public

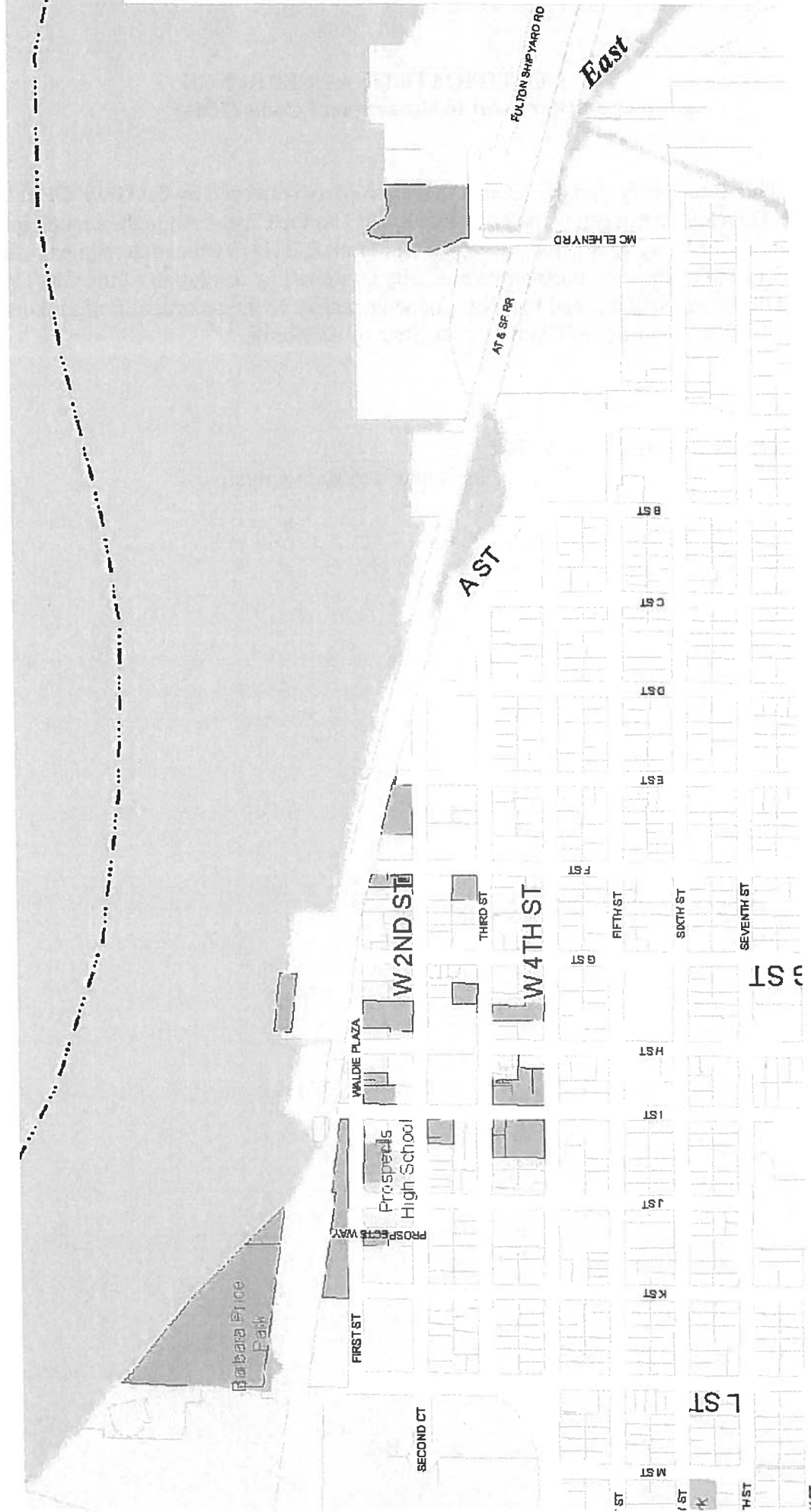
CERTIFICATE OF ACCEPTANCE
(Pursuant to Government Code 27281)

This is to certify that the interest in real property conveyed by the Grant Deed from the Antioch Development Agency, dated March 8, 2011 to the City of Antioch, a municipal corporation (the "City"), is hereby accepted on March 8, 2011, by the undersigned officer or agent on behalf of the City pursuant to authority conferred by resolution of the City Council adopted on March 8, 2011, and the City Council consents to the recordation of said document in the Office of the Recorder of Contra Costa, State of California.

Dated: March 10, 2011

By: _____
Its Authorized Representative

ATTACHMENT "D"



D1

ATTACHMENT "E"

Redeveloped Parcels (19 Parcels)

APN	Address	Description
066-010-006	"L" St. and Marina Plaza	Formerly Barbara Price Park, in progress Boat Launch Facility
066-010-007	"L" St. and Marina Plaza	Formerly Barbara Price Park, in progress Boat Launch Facility
066-010-014	W. First St.	Amtrak Station
066-020-010	None	Public Parking – Pier at Riverview Lodge
066-052-003	W. Second and "E" St.	Public Parking – "Antioch Lumber Co." Lot
066-053-002	W. Third St.	Public Parking – Nick Rodriguez Community Center Lot
066-061-009	"T" St.	Public Parking – Gravel lot behind Delta Beauty College and Old Garage Building
066-061-010	W. Third St.	Public Parking – Gravel lot behind Delta Beauty College and Old Garage Building
066-062-016	W. Third St.	Public Parking – Lot between Odd Fellows Hall and former La Fontana building
066-071-005	W. Second St.	Public Parking – "Palms" Lot by El Campanil Theatre
066-072-020	608 W. Third St.	Public Parking – Portion of City Hall Lot
066-082-005	101 "T" St.	Public Parking – Waldie Plaza Lot
066-082-006	"T" St.	Public Parking – Waldie Plaza Lot
066-082-007	"T" St.	Public Parking – Waldie Plaza Lot
066-091-015	809 W. First St.	Lynn/Hard House parcel
066-107-001	308 "T" St.	Public Parking – "T" St. Lot between W. Second and W. Third Streets
066-107-003	314 "T" St.	Public Parking – "T" St. Lot between W. Second and W. Third Streets
066-107-010	807 W. Third St.	Public Parking – "T" St. Lot between W. Second and W. Third Streets
066-107-011	302 W. "T" St.	Public Parking – "T" St. Lot between W. Second and W. Third Streets

Property Detail

Contra Costa, CA GUS KRAMER, ASSESSOR

Parcel # (APN): 066-010-006-6

Use Description: **GOVERNMENT**

Parcel Status:

Owner Name: **ANTIOCH CITY OF**

Mailing Address: **PO BOX 5007 ANTIOCH CA 94509-5007**

Situs Address: **L ST ANTIOCH CA 94509**

Legal

Description: **IN RO LOS MEDANOS 4.600 AC**

ASSESSMENT

Total Value: **\$130,955**

Use Code: **79**

Zoning:

Land Value: **\$130,955**

Tax Rate Area: **001144**

Census Tract:

Impr Value:

Year Assd: **2011**

Improve Type:

Other Value:

Property Tax:

Price/SqFt:

% Improved

Delinquent Yr

Exempt Amt:

HO Exempt?: **N**

SALES HISTORY

	<u>Sale 1</u>	<u>Sale 2</u>	<u>Sale 3</u>	<u>Transfer</u>
Recording Date:	03/16/2011	11/20/1989	09/08/1972	03/16/2011
Recorded Doc #:	56030	15489-408	6745-206	56030
Recorded Doc Type:				
Transfer Amount:				
Sale 1 Seller (Grantor):				
1st Trst Dd Amt:		Code1:	2nd Trst Dd Amt:	Code2:

PROPERTY CHARACTERISTICS

Lot Acres: **4.600**

Year Built:

Fireplace:

Lot SqFt: **200,376**

Effective Yr:

A/C:

Bldg/Liv Area:

Heating:

Units:

Total Rooms:

Pool:

Buildings:

Bedrooms:

Stories:

Baths (Full):

Park Type:

Style:

Baths (Half):

Spaces:

Construct:

Site Inflnce:

Quality:

Garage SqFt:

Building Class:

Timber Preserve:

Condition:

Ag Preserve:

Other Rooms:

Property Detail

Contra Costa, CA GUS KRAMER, ASSESSOR

Parcel # (APN): **066-010-007-4**Use Description: **GOVERNMENT**

Parcel Status:

Owner Name: **ANTIOCH CITY OF**Mailing Address: **PO BOX 5007 ANTIOCH CA 94509-5007**Situation Address: **L ST ANTIOCH CA 94509**

Legal

Description: **TOWN OF ANTIOCH .24 AC****ASSESSMENT**Total Value: **\$6,866**Use Code: **79**

Zoning:

Land Value: **\$6,866**Tax Rate Area: **001144**

Census Tract:

Impr Value:

Year Assd: **2011**

Improve Type:

Other Value:

Property Tax:

Price/SqFt:

% Improved

Delinquent Yr

Exempt Amt:

HO Exempt?: **N****SALES HISTORY**

	<u>Sale 1</u>	<u>Sale 2</u>	<u>Sale 3</u>	<u>Transfer</u>
Recording Date:	03/16/2011	11/20/1989	12/31/1958	03/16/2011
Recorded Doc #:	56029	15489-408	72-630	56029
Recorded Doc Type:				
Transfer Amount:				
Sale 1 Seller (Grantor):				
1st Trst Dd Amt:		Code1:	2nd Trst Dd Amt:	Code2:

PROPERTY CHARACTERISTICSLot Acres: **0.240**

Year Built:

Fireplace:

Lot SqFt: **10,454**

Effective Yr:

A/C:

Bldg/Liv Area:

Heating:

Units:

Total Rooms:

Pool:

Buildings:

Bedrooms:

Stories:

Baths (Full):

Park Type:

Style:

Baths (Half):

Spaces:

Construct:

Site Inflnce:

Quality:

Garage SqFt:

Building Class:

Timber Preserve:

Condition:

Ag Preserve:

Other Rooms:

Property Detail

Contra Costa, CA GUS KRAMER, ASSESSOR

Parcel # (APN): **066-010-014-0**Use Description: **GOVERNMENT**

Parcel Status:

Owner Name: **ANTIOCH CITY OF**Mailing Address: **PO BOX 5007 ANTIOCH CA 94509-5007**Situation Address: **1ST ST ANTIOCH CA 94509**

Legal

Description: **POR RO LOS MEDANOS EX MR****ASSESSMENT**Total Value: **\$181,136**Use Code: **79**

Zoning:

Land Value: **\$181,136**Tax Rate Area: **001144**

Census Tract:

Impr Value:

Year Assd: **2011**

Improve Type:

Other Value:

Property Tax:

Price/SqFt:

% Improved

Delinquent Yr

Exempt Amt:

HO Exempt?: **N****SALES HISTORY****Sale 1**
Recording Date: **03/16/2011****Sale 2**
Recording Date: **08/15/1988****Sale 3**
Recording Date: **01/30/1981****Transfer**
Recording Date: **03/16/2011**Recorded Doc #: **55721**Recorded Doc #: **14517-357**Recorded Doc #: **10186-648**Recorded Doc #: **55721**

Recorded Doc Type:

Transfer Amount:

Sale 1 Seller (Grantor):

1st Trst Dd Amt:

Code1:

2nd Trst Dd Amt:

Code2:

PROPERTY CHARACTERISTICSLot Acres: **1.100**

Year Built:

Fireplace:

Lot SqFt: **47,916**

Effective Yr:

A/C:

Bldg/Liv Area:

Heating:

Units:

Total Rooms:

Pool:

Buildings:

Bedrooms:

Park Type:

Stories:

Baths (Full):

Spaces:

Style:

Baths (Half):

Site Inflnce:

Construct:

Garage SqFt:

Quality:

Timber Preserve:

Building Class:

Ag Preserve:

Condition:

Other Rooms:

Property Detail

Contra Costa, CA GUS KRAMER, ASSESSOR

Parcel # (APN): **066-020-010-6**Use Description: **GOVERNMENT**

Parcel Status:

Owner Name: **ANTIOCH CITY OF**Mailing Address: **PO BOX 5007 ANTIOCH CA 94531-5007**Situation Address: **ANTIOCH CA 94509**

Legal

Description: **PCL MAP 136 PG 42 PCL A****ASSESSMENT**Total Value: **\$4,011**Use Code: **79**

Zoning:

Land Value: **\$4,011**Tax Rate Area: **001144**

Census Tract:

Impr Value:

Year Assd: **2011**

Improve Type:

Other Value:

Property Tax:

Price/SqFt:

% Improved

Delinquent Yr

Exempt Amt:

HO Exempt?: **N****SALES HISTORY**Sale 1
Recording Date: **03/15/2011**Sale 2
Recording Date: **11/02/1989**Sale 3Transfer
Recording Date: **03/15/2011**Recorded Doc #: **54786**Recorded Doc #: **15455-797**Recorded Doc #: **54786**

Recorded Doc Type:

Transfer Amount:

Sale 1 Seller (Grantor):

1st Trst Dd Amt:

Code1:

2nd Trst Dd Amt:

Code2:

PROPERTY CHARACTERISTICSLot Acres: **0.280**

Year Built:

Fireplace:

Lot SqFt: **12,197**

Effective Yr:

A/C:

Bldg/Liv Area:

Heating:

Units:

Total Rooms:

Pool:

Buildings:

Bedrooms:

Park Type:

Stories:

Baths (Full):

Spaces:

Style:

Baths (Half):

Site Inffnce:

Construct:

Quality:

Garage SqFt:

Timber Preserve:

Building Class:

Ag Preserve:

Condition:

Other Rooms:

Property Detail

Contra Costa, CA GUS KRAMER, ASSESSOR

Parcel # (APN): **066-052-003-2**Use Description: **GOVERNMENT**

Parcel Status:

Owner Name: **ANTIOCH CITY OF**Mailing Address: **PO BOX 5007 ANTIOCH CA 94531-5007**Situation Address: **2ND ST ANTIOCH CA 94509**

Legal

Description: **TOWN ANTIOCH LOTS 9-12 BLK 26 & TRS ADJ****ASSESSMENT**Total Value: **\$268,918**Use Code: **79**

Zoning:

Land Value: **\$268,918**Tax Rate Area: **001144**

Census Tract:

Impr Value:

Year Assd: **2011**

Improve Type:

Other Value:

Property Tax:

Price/SqFt:

% Improved

Delinquent Yr

Exempt Amt:

HO Exempt?: **N****SALES HISTORY**Recording Date: **Sale 1**
02/18/1988**Sale 2****Sale 3****Transfer**Recorded Doc #: **14176-872****03/15/2011****54791**

Recorded Doc Type:

Transfer Amount: **\$180,000**

Sale 1 Seller (Grantor):

1st Trst Dd Amt:

Code1:

2nd Trst Dd Amt:

Code2:

PROPERTY CHARACTERISTICSLot Acres: **0.482**

Year Built:

Fireplace:

Lot SqFt: **21,000**

Effective Yr:

A/C:

Bldg/Liv Area:

Heating:

Units:

Total Rooms:

Pool:

Buildings:

Bedrooms:

Stories:

Baths (Full):

Park Type:

Style:

Baths (Half):

Spaces:

Construct:

Site Inffince:

Quality:

Garage SqFt:

Building Class:

Timber Preserve:

Condition:

Ag Preserve:

Other Rooms:

Property Detail

Contra Costa, CA GUS KRAMER, ASSESSOR

Parcel # (APN): **066-053-002-3**Use Description: **GOVERNMENT**

Parcel Status:

Owner Name: **ANTIOCH CITY OF**Mailing Address: **PO BOX 5007 ANTIOCH CA 94531-5007**Situation Address: **3RD ST ANTIOCH CA 94509**

Legal

Description: **TOWN OF ANTIOCH LOTS 11 & 12 BLK 24****ASSESSMENT**Total Value: **\$121,216**Use Code: **79**

Zoning:

Land Value: **\$119,208**Tax Rate Area: **001144**

Census Tract:

Impr Value: **\$2,008**Year Assd: **2011**

Improve Type:

Other Value:

Property Tax:

Price/SqFt:

% Improved **1%**

Delinquent Yr

Exempt Amt:

HO Exempt?: **N****SALES HISTORY**Recording Date: **Sale 1**
03/19/1986**Sale 2****Sale 3****Transfer**Recorded Doc #: **12790-371****03/15/2011****54790**

Recorded Doc Type:

Transfer Amount: **\$78,000**

Sale 1 Seller (Grantor):

1st Trst Dd Amt:

Code1:

2nd Trst Dd Amt:

Code2:

PROPERTY CHARACTERISTICSLot Acres: **0.229**

Year Built:

Fireplace:

Lot SqFt: **10,000**

Effective Yr:

A/C:

Bldg/Liv Area:

Heating:

Units:

Total Rooms:

Pool:

Buildings:

Bedrooms:

Stories:

Baths (Full):

Park Type:

Style:

Baths (Half):

Spaces:

Construct:

Site Infnce:

Quality:

Garage SqFt:

Building Class:

Timber Preserve:

Condition:

Ag Preserve:

Other Rooms:

Property Detail

Contra Costa, CA GUS KRAMER, ASSESSOR

Parcel # (APN): **066-061-009-8**Use Description: **GOVERNMENT**

Parcel Status:

Owner Name: **ANTIOCH CITY OF**Mailing Address: **PO BOX 5007 ANTIOCH CA 94509-5007**Situation Address: **I ST ANTIOCH CA 94509**

Legal

Description: **PCL MAP 126 PG 25 PCL B****ASSESSMENT**Total Value: **\$124,311**Use Code: **79**

Zoning:

Land Value: **\$124,311**Tax Rate Area: **001144**

Census Tract:

Impr Value:

Year Assd: **2011**

Improve Type:

Other Value:

Property Tax:

Price/SqFt:

% Improved

Delinquent Yr

Exempt Amt:

HO Exempt?: **N****SALES HISTORY**Recording Date: **Sale 1**
03/15/2011**Sale 2**
05/06/1983**Sale 3****Transfer**
03/15/2011Recorded Doc #: **54789****11240-869****54789**

Recorded Doc Type:

Transfer Amount:

Sale 1 Seller (Grantor):

1st Trst Dd Amt:

Code1:

2nd Trst Dd Amt:

Code2:

PROPERTY CHARACTERISTICSLot Acres: **0.392**

Year Built:

Fireplace:

Lot SqFt: **17,076**

Effective Yr:

A/C:

Bldg/Liv Area:

Heating:

Units:

Total Rooms:

Pool:

Buildings:

Bedrooms:

Stories:

Baths (Full):

Park Type:

Style:

Baths (Half):

Spaces:

Construct:

Site Inflow:

Quality:

Garage SqFt:

Building Class:

Timber Preserve:

Condition:

Ag Preserve:

Other Rooms:

Property Detail

Contra Costa, CA GUS KRAMER, ASSESSOR

Parcel # (APN): **066-061-010-6**Use Description: **GOVERNMENT**

Parcel Status:

Owner Name: **ANTIOCH CITY OF**Mailing Address: **PO BOX 5007 ANTIOCH CA 94509-5007**Situs Address: **3RD ST ANTIOCH CA 94509**

Legal

Description: **PCL MAP 126 PG 25 PCL C****ASSESSMENT**Total Value: **\$126,496**Use Code: **79**

Zoning:

Land Value: **\$126,496**Tax Rate Area: **001144**

Census Tract:

Impr Value:

Year Assd: **2011**

Improve Type:

Other Value:

Property Tax:

Price/SqFt:

% Improved

Delinquent Yr

Exempt Amt:

HO Exempt?: **N****SALES HISTORY**

	<u>Sale 1</u>	<u>Sale 2</u>	<u>Sale 3</u>	<u>Transfer</u>
Recording Date:	03/15/2011	05/06/1983		03/15/2011
Recorded Doc #:	54788	11240-869		54788
Recorded Doc Type:				
Transfer Amount:				
Sale 1 Seller (Grantor):				
1st Trst Dd Amt:	Code1:	2nd Trst Dd Amt:	Code2:	

PROPERTY CHARACTERISTICSLot Acres: **0.184**

Year Built:

Fireplace:

Lot SqFt: **8,015**

Effective Yr:

A/C:

Bldg/Liv Area:

Heating:

Units:

Total Rooms:

Pool:

Buildings:

Bedrooms:

Stories:

Baths (Full):

Park Type:

Style:

Baths (Half):

Spaces:

Construct:

Site Inffnce:

Quality:

Garage SqFt:

Building Class:

Timber Preserve:

Condition:

Ag Preserve:

Other Rooms:

Property Detail

Contra Costa, CA GUS KRAMER, ASSESSOR

Parcel # (APN): **066-062-016-2**Use Description: **GOVERNMENT**

Parcel Status:

Owner Name: **ANTIOCH CITY OF**Mailing Address: **PO BOX 5007 ANTIOCH CA 94531-5007**Situation Address: **3RD ST ANTIOCH CA 94509**

Legal

Description: **PCL MAP 131 PG 30 PCL B****ASSESSMENT**Total Value: **\$115,765**Use Code: **79**

Zoning:

Land Value: **\$114,284**Tax Rate Area: **001144**

Census Tract:

Impr Value: **\$1,481**Year Assd: **2011**

Improve Type:

Other Value:

Property Tax:

Price/SqFt:

% Improved **1%**

Delinquent Yr

Exempt Amt:

HO Exempt?: **N****SALES HISTORY**

	<u>Sale 1</u>	<u>Sale 2</u>	<u>Sale 3</u>	<u>Transfer</u>
Recording Date:	03/16/2011	01/29/1988	01/12/1987	03/16/2011
Recorded Doc #:	55723	14146-425	13380-81	55723
Recorded Doc Type:				
Transfer Amount:				
Sale 1 Seller (Grantor):				
1st Trst Dd Amt:		Code1:	2nd Trst Dd Amt:	Code2:

PROPERTY CHARACTERISTICS

Lot Acres: 0.292	Year Built:	Fireplace:
Lot SqFt: 12,720	Effective Yr:	A/C:
Bldg/Liv Area:		Heating:
Units:	Total Rooms:	Pool:
Buildings:	Bedrooms:	
Stories:	Baths (Full):	Park Type:
Style:	Baths (Half):	Spaces:
Construct:		Site Inflnce:
Quality:	Garage SqFt:	
Building Class:		Timber Preserve:
Condition:		Ag Preserve:
Other Rooms:		

Property Detail

Contra Costa, CA GUS KRAMER, ASSESSOR

Parcel # (APN): **066-071-005-4**Use Description: **GOVERNMENT**

Parcel Status:

Owner Name: **ANTIOCH CITY OF**Mailing Address: **PO BOX 5007 ANTIOCH CA 94531-5007**Situation Address: **2ND ST ANTIOCH CA 94509**

Legal

Description: **LOTS 8 9 POR LOTS G 7 & ALLEY BLK 8****ASSESSMENT**Total Value: **\$212,409**Use Code: **79**

Zoning:

Land Value: **\$212,409**Tax Rate Area: **001144**

Census Tract:

Impr Value:

Year Assd: **2011**

Improve Type:

Other Value:

Property Tax:

Price/SqFt:

% Improved

Delinquent Yr

Exempt Amt:

HO Exempt?: **N****SALES HISTORY**

	<u>Sale 1</u>	<u>Sale 2</u>	<u>Sale 3</u>	<u>Transfer</u>
Recording Date:	03/16/2011	12/15/1980	06/02/1977	03/16/2011
Recorded Doc #:	55724	10129-885	8357-134	55724
Recorded Doc Type:				
Transfer Amount:				
Sale 1 Seller (Grantor):				
1st Trst Dd Amt:		Code1:	2nd Trst Dd Amt:	Code2:

PROPERTY CHARACTERISTICSLot Acres: **0.523**

Year Built:

Fireplace:

Lot SqFt: **22,810**

Effective Yr:

A/C:

Bldg/Liv Area:

Heating:

Units:

Total Rooms:

Pool:

Buildings:

Bedrooms:

Park Type:

Stories:

Baths (Full):

Spaces:

Style:

Baths (Half):

Site Inflnce:

Construct:

Quality:

Garage SqFt:

Building Class:

Timber Preserve:

Condition:

Ag Preserve:

Other Rooms:

Property Detail

Contra Costa, CA GUS KRAMER, ASSESSOR

Parcel # (APN): **066-072-020-2**Use Description: **GOVERNMENT**

Parcel Status:

Owner Name: **CITY OF ANTIOCH**Mailing Address: **PO BOX 5007 ANTIOCH CA 94531-5007**Situation Address: **608 W 3RD ST ANTIOCH CA 94509-1278 C001**

Legal

Description: **TOWN ANTIOCH POR LOT 16 ALL 17,20 & 21 B****ASSESSMENT**Total Value: **\$85,632**Use Code: **79**

Zoning:

Land Value: **\$85,632**Tax Rate Area: **001144**Census Tract: **3050.00/3**

Impr Value:

Year Assd: **2011**

Improve Type:

Other Value:

Property Tax:

Price/SqFt:

% Improved

Delinquent Yr

Exempt Amt:

HO Exempt?: **N****SALES HISTORY**

	<u>Sale 1</u>	<u>Sale 2</u>	<u>Sale 3</u>	<u>Transfer</u>
Recording Date:	03/16/2011	12/19/1980	03/02/1979	03/16/2011
Recorded Doc #:	55725	10137-940	9247-326	55725
Recorded Doc Type:				
Transfer Amount:				
Sale 1 Seller (Grantor):				
1st Trst Dd Amt:	Code1:	2nd Trst Dd Amt:	Code2:	

PROPERTY CHARACTERISTICSLot Acres: **0.192**

Year Built:

Fireplace:

Lot SqFt: **8,400**

Effective Yr:

A/C:

Bldg/Liv Area:

Heating:

Units:

Total Rooms:

Pool:

Buildings:

Bedrooms:

Park Type:

Stories:

Baths (Full):

Spaces:

Style:

Baths (Half):

Site Inflow:

Construct:

Quality:

Garage SqFt:

Building Class:

Timber Preserve:

Condition:

Ag Preserve:

Other Rooms:

Property Detail

Contra Costa, CA GUS KRAMER, ASSESSOR

Parcel # (APN): **066-082-005-1**Use Description: **GOVERNMENT**

Parcel Status:

Owner Name: **ANTIOCH CITY OF**Mailing Address: **PO BOX 5007 ANTIOCH CA 94509-5007**Situation Address: **101 I ST ANTIOCH CA 94509-1121 C001**

Legal

Description: **TOWN OF ANTIOCH LOT 7 TO 12 POR LOT 16 B****ASSESSMENT**Total Value: **\$141,338**Use Code: **79**

Zoning:

Land Value: **\$107,693**Tax Rate Area: **001144**Census Tract: **3050.00/3**Impr Value: **\$33,645**Year Assd: **2011**

Improve Type:

Other Value:

Property Tax:

Price/SqFt:

% Improved **23%**

Delinquent Yr

Exempt Amt:

HO Exempt?: **N****SALES HISTORY**

	<u>Sale 1</u>	<u>Sale 2</u>	<u>Sale 3</u>	<u>Transfer</u>
Recording Date:	03/15/2011	11/20/1989	04/16/1981	03/15/2011
Recorded Doc #:	54796	15489-412	10285-25	54796
Recorded Doc Type:				
Transfer Amount:				
Sale 1 Seller (Grantor):				
1st Trst Dd Amt:		Code1:	2nd Trst Dd Amt:	Code2:

PROPERTY CHARACTERISTICS

Lot Acres: 0.215	Year Built:	Fireplace:
Lot SqFt: 9,375	Effective Yr:	A/C:
Bldg/Liv Area:		Heating:
Units:	Total Rooms:	Pool:
Buildings:	Bedrooms:	
Stories:	Baths (Full):	Park Type:
Style:	Baths (Half):	Spaces:
Construct:		Site Inflow:
Quality:	Garage SqFt:	
Building Class:		Timber Preserve:
Condition:		Ag Preserve:
Other Rooms:		

The information provided here is deemed reliable, but is not guaranteed.

E13

Property Detail

Contra Costa, CA GUS KRAMER, ASSESSOR

Parcel # (APN): **066-082-006-9**Use Description: **GOVERNMENT**

Parcel Status:

Owner Name: **ANTIOCH CITY OF**Mailing Address: **PO BOX 5007 ANTIOCH CA 94509-5007**Situation Address: **1ST ST ANTIOCH CA 94509**

Legal

Description: **TOWN OF ANTIOCH LOT 6 BLK 1****ASSESSMENT**Total Value: **\$37,674**Use Code: **79**

Zoning:

Land Value: **\$28,711**Tax Rate Area: **001144**

Census Tract:

Impr Value: **\$8,963**Year Assd: **2011**

Improve Type:

Other Value:

Property Tax:

Price/SqFt:

% Improved **23%**

Delinquent Yr

Exempt Amt:

HO Exempt?: **N****SALES HISTORY**

	<u>Sale 1</u>	<u>Sale 2</u>	<u>Sale 3</u>	<u>Transfer</u>
Recording Date:	03/15/2011	11/20/1989	09/20/1977	03/15/2011
Recorded Doc #:	54795	15489-412	8510-671	54795
Recorded Doc Type:				
Transfer Amount:				
Sale 1 Seller (Grantor):				
1st Trst Dd Amt:		Code1:	2nd Trst Dd Amt:	Code2:

PROPERTY CHARACTERISTICSLot Acres: **0.057**

Year Built:

Fireplace:

Lot SqFt: **2,500**

Effective Yr:

A/C:

Bldg/Liv Area:

Heating:

Units:

Total Rooms:

Pool:

Buildings:

Bedrooms:

Park Type:

Stories:

Baths (Full):

Spaces:

Style:

Baths (Half):

Site Inflnce:

Construct:

Quality:

Garage SqFt:

Timber Preserve:

Building Class:

Ag Preserve:

Condition:

Other Rooms:

Property Detail

Contra Costa, CA GUS KRAMER, ASSESSOR

Parcel # (APN): **066-082-007-7**Use Description: **GOVERNMENT**

Parcel Status:

Owner Name: **ANTIOCH CITY OF**Mailing Address: **PO BOX 5007 ANTIOCH CA 94509-5007**Situs Address: **1ST ST ANTIOCH CA 94509**

Legal

Description: **TOWN OF ANTIOCH POR LOT 4 ALL LOT 5 BLK****ASSESSMENT**Total Value: **\$37,674**Use Code: **79**

Zoning:

Land Value: **\$28,711**Tax Rate Area: **001144**

Census Tract:

Impr Value: **\$8,963**Year Assd: **2011**

Improve Type:

Other Value:

Property Tax:

Price/SqFt:

% Improved **23%**

Delinquent Yr

Exempt Amt:

HO Exempt?: **N****SALES HISTORY**

	<u>Sale 1</u>	<u>Sale 2</u>	<u>Sale 3</u>	<u>Transfer</u>
Recording Date:	03/15/2011	11/20/1989	09/20/1977	03/15/2011
Recorded Doc #:	54794	15489-412	8510-671	54794
Recorded Doc Type:				
Transfer Amount:				
Sale 1 Seller (Grantor):				
1st Trst Dd Amt:	Code1:	2nd Trst Dd Amt:	Code2:	

PROPERTY CHARACTERISTICSLot Acres: **0.057**

Year Built:

Fireplace:

Lot SqFt: **2,500**

Effective Yr:

A/C:

Bldg/Liv Area:

Heating:

Units:

Pool:

Buildings:

Total Rooms:

Bedrooms:

Stories:

Baths (Full):

Park Type:

Style:

Baths (Half):

Spaces:

Construct:

Site Inflnce:

Quality:

Garage SqFt:

Building Class:

Timber Preserve:

Condition:

Ag Preserve:

Other Rooms:

Property Detail

Contra Costa, CA GUS KRAMER, ASSESSOR

Parcel # (APN): **066-091-015-9**Use Description: **GOVERNMENT**

Parcel Status:

Owner Name: **ANTIOCH CITY OF**Mailing Address: **PO BOX 5007 ANTIOCH CA 94509-5007**Situs Address: **809 W 1ST ST ANTIOCH CA 94509-1110 C001**

Legal

Description: **PCL MAP 161PG22 PCL A****ASSESSMENT**Total Value: **\$1,038,633**Use Code: **79**

Zoning:

Land Value: **\$420,555**Tax Rate Area: **001144**Census Tract: **3050.00/3**Impr Value: **\$618,078**Year Assd: **2011**

Improve Type:

Other Value:

Property Tax:

Price/SqFt:

% Improved **59%**

Delinquent Yr

Exempt Amt:

HO Exempt?: **N****SALES HISTORY**

	<u>Sale 1</u>	<u>Sale 2</u>	<u>Sale 3</u>	<u>Transfer</u>
Recording Date:	03/15/2011	10/03/1989		03/15/2011
Recorded Doc #:	54793	15386-882		54793
Recorded Doc Type:				
Transfer Amount:				
Sale 1 Seller (Grantor):				
1st Trst Dd Amt:		Code1:	2nd Trst Dd Amt:	Code2:

PROPERTY CHARACTERISTICS

Lot Acres: 0.320	Year Built:	Fireplace:
Lot SqFt: 13,939	Effective Yr: 1930	A/C:
Bldg/Liv Area: 4,807		Heating:
Units:	Total Rooms:	Pool:
Buildings:	Bedrooms:	
Stories:	Baths (Full):	Park Type:
Style:	Baths (Half):	Spaces:
Construct:		Site Inflnce:
Quality:	Garage SqFt:	
Building Class:		Timber Preserve:
Condition:		Ag Preserve:
Other Rooms:		

Property Detail

Contra Costa, CA GUS KRAMER, ASSESSOR

Parcel # (APN): **066-107-001-1**Use Description: **GOVERNMENT**

Parcel Status:

Owner Name: **ANTIOCH CITY OF**Mailing Address: **PO BOX 5007 ANTIOCH CA 94531-5007**Situation Address: **308 I ST ANTIOCH CA 94509**

Legal

Description: **TOWN OF ANTIOCH POR LOT 1.2.3.10 TO 12 B****ASSESSMENT**Total Value: **\$63,765**Use Code: **79**

Zoning:

Land Value: **\$63,765**Tax Rate Area: **001144**Census Tract: **3050.00/3**

Impr Value:

Year Assd: **2011**

Improve Type:

Other Value:

Property Tax:

Price/SqFt:

% Improved

Delinquent Yr

Exempt Amt:

HO Exempt?: **N****SALES HISTORY**

	<u>Sale 1</u>	<u>Sale 2</u>	<u>Sale 3</u>	<u>Transfer</u>
Recording Date:	03/15/2011	04/10/1987		03/15/2011
Recorded Doc #:	54782	13569-411		54782
Recorded Doc Type:	QUIT CLAIM DEED			
Transfer Amount:		\$135,000		
Sale 1 Seller (Grantor):				
1st Trst Dd Amt:		Code1:	2nd Trst Dd Amt:	Code2:

PROPERTY CHARACTERISTICSLot Acres: **0.344**

Year Built:

Fireplace:

Lot SqFt: **15,000**

Effective Yr:

A/C:

Bldg/Liv Area:

Heating:

Units:

Total Rooms:

Pool:

Buildings:

Bedrooms:

Park Type:

Stories:

Baths (Full):

Spaces:

Style:

Baths (Half):

Site Inffnce:

Construct:

Quality:

Garage SqFt:

Building Class:

Timber Preserve:

Condition:

Ag Preserve:

Other Rooms:

Property Detail

Contra Costa, CA GUS KRAMER, ASSESSOR

Parcel # (APN): **066-107-003-7**Use Description: **GOVERNMENT**

Parcel Status:

Owner Name: **ANTIOCH CITY OF**Mailing Address: **PO BOX 5007 ANTIOCH CA 94531-5007**Situation Address: **314 I ST ANTIOCH CA 94509**

Legal

Description: **TOWN OF ANTIOCH POR LOTS 10.11 & 12 BLK****ASSESSMENT**Total Value: **\$41,135**Use Code: **79**

Zoning:

Land Value: **\$41,135**Tax Rate Area: **001144**Census Tract: **3050.00/3**

Impr Value:

Year Assd: **2011**

Improve Type:

Other Value:

Property Tax:

Price/SqFt:

% Improved

Delinquent Yr

Exempt Amt:

HO Exempt?: **N****SALES HISTORY**

	<u>Sale 1</u>	<u>Sale 2</u>	<u>Sale 3</u>	<u>Transfer</u>
Recording Date:	03/15/2011			03/15/2011
Recorded Doc #:	54783			54783
Recorded Doc Type:	QUIT CLAIM DEED			
Transfer Amount:				
Sale 1 Seller (Grantor):				
1st Trst Dd Amt:	Code1:	2nd Trst Dd Amt:	Code2:	

PROPERTY CHARACTERISTICSLot Acres: **0.172**

Year Built:

Fireplace:

Lot SqFt: **7,500**

Effective Yr:

A/C:

Bldg/Liv Area:

Heating:

Units:

Total Rooms:

Pool:

Buildings:

Bedrooms:

Park Type:

Stories:

Baths (Full):

Spaces:

Style:

Baths (Half):

Site Inflnce:

Construct:

Quality:

Garage SqFt:

Building Class:

Timber Preserve:

Condition:

Ag Preserve:

Other Rooms:

Property Detail

Contra Costa, CA GUS KRAMER, ASSESSOR

Parcel # (APN): **066-107-010-2**Use Description: **GOVERNMENT**

Parcel Status:

Owner Name: **ANTIOCH CITY OF**Mailing Address: **PO BOX 5007 ANTIOCH CA 94509-5007**Situation Address: **807 W 3RD ST ANTIOCH CA 94509-1151 C001**

Legal

Description: **TOWN OF ANTIOCH LOT 3 BLK 4****ASSESSMENT**Total Value: **\$44,064**Use Code: **79**

Zoning:

Land Value: **\$44,064**Tax Rate Area: **001144**Census Tract: **3050.00/3**

Impr Value:

Year Assd: **2011**

Improve Type:

Other Value:

Property Tax:

Price/SqFt:

% Improved

Delinquent Yr

Exempt Amt:

HO Exempt?: **N****SALES HISTORY**

	<u>Sale 1</u>	<u>Sale 2</u>	<u>Sale 3</u>	<u>Transfer</u>
Recording Date:	03/16/2011	09/24/1987		03/16/2011
Recorded Doc #:	55718	13924-67		55718
Recorded Doc Type:	QUIT CLAIM DEED			
Transfer Amount:		\$82,000		
Sale 1 Seller (Grantor):				
1st Trst Dd Amt:		Code1:	2nd Trst Dd Amt:	Code2:

PROPERTY CHARACTERISTICS

Lot Acres:	Year Built:	Fireplace:
Lot SqFt:	Effective Yr:	A/C:
Bldg/Liv Area:		Heating:
Units:	Total Rooms:	Pool:
Buildings:	Bedrooms:	
Stories:	Baths (Full):	Park Type:
Style:	Baths (Half):	Spaces:
Construct:		Site Inflnce:
Quality:	Garage SqFt:	
Building Class:		Timber Preserve:
Condition:		Ag Preserve:
Other Rooms:		

Property Detail

Contra Costa, CA GUS KRAMER, ASSESSOR

Parcel # (APN): **066-107-011-0**Use Description: **GOVERNMENT**

Parcel Status:

Owner Name: **ANTIOCH CITY OF**Mailing Address: **PO BOX 5007 ANTIOCH CA 94531-5007**Situation Address: **302 I ST ANTIOCH CA 94509**

Legal

Description: **TOWN OF ANTIOCH POR LOTS 1 & 2 BLK 4****ASSESSMENT**Total Value: **\$29,871**Use Code: **79**

Zoning:

Land Value: **\$29,871**Tax Rate Area: **001144**Census Tract: **3050.00/3**

Impr Value:

Year Assd: **2011**

Improve Type:

Other Value:

Property Tax:

Price/SqFt:

% Improved

Delinquent Yr

Exempt Amt:

HO Exempt?: **N****SALES HISTORY**

	<u>Sale 1</u>	<u>Sale 2</u>	<u>Sale 3</u>	<u>Transfer</u>
Recording Date:	03/15/2011	02/18/1988		03/15/2011
Recorded Doc #:	54784	14176-870		54784
Recorded Doc Type:	QUIT CLAIM DEED			
Transfer Amount:		\$20,000		
Sale 1 Seller (Grantor):				
1st Trst Dd Amt:	Code1:	2nd Trst Dd Amt:	Code2:	

PROPERTY CHARACTERISTICSLot Acres: **0.068**

Year Built:

Fireplace:

Lot SqFt: **3,000**

Effective Yr:

A/C:

Bldg/Liv Area:

Heating:

Units:

Total Rooms:

Pool:

Buildings:

Bedrooms:

Park Type:

Stories:

Baths (Full):

Spaces:

Style:

Baths (Half):

Site Inffince:

Construct:

Quality:

Garage SqFt:

Building Class:

Timber Preserve:

Condition:

Ag Preserve:

Other Rooms:

ATTACHMENT "F"

DESCRIPTION OF THE PROPERTY

Future Development Parcels (6 Parcels)

APN	Address	Description
065-010-006	209 Fulton Shipyard Rd.	Vacant parcel near existing Boat Ramp known as "Rodger's Point"
066-051-001	"F" St., west of Birthplace of Antioch monument	Vacant parcel
066-051-002	500 W. Second St., corner of W. Second and "F" Streets	Vacant parcel
066-092-001	801 W. Second St.	Vacant parcel known as "Old Hotel" site
066-092-014	W. Second St.	Vacant parcel known as "Old Hotel" site
066-102-010	Prospects Way	Wetlands behind former Antioch Radiator Shop at intersection of W. Second St. and Prospects Way

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ATTACHMENT "G"

RESOLUTION NO. 2012/55

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH

APPROVING THE PURCHASE AND SALE AGREEMENT WITH ESCROW INSTRUCTIONS TO CONVEY THE HARD HOUSE PARCEL TO THE NONPROFIT FRIENDS OF ROSWELL BUTLER HARD HOUSE AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the Roswell Butler Hard House ("Hard House") was built by the City of Antioch's first mayor in 1869 and is located at 815 First Street, Antioch (APN 066-091-015); and

WHEREAS, a larger parcel was purchased by the Antioch Redevelopment Agency in 1979 with the remaining parcel on which the Lynn House Gallery and the Roswell Butler Hard House transferred by recorded deed from the Agency to the City in March 2011; and

WHEREAS, the Hard House was listed on the State and Federal Registry of Historic Sites in 1993; and

WHEREAS, although the Lynn House was rehabilitated as an arts and cultural center, a lack of resources prevented the rehabilitation of the Hard House; and

WHEREAS, the Friends of Roswell Butler Hard House ("Friends") was established in 2009 with the goal of the City conveying the Hard House property to the Friends with the belief that a nonprofit would have greater resources and opportunities to restore the Hard House for public benefit and historical purposes; and

WHEREAS, the Friends and Historical Society submitted a report and recommendations for the Hard House based on a 1990 plan prepared by Architectural Resources Group for the restoration of the Hard House; and

WHEREAS, the Friends desire to rehabilitate and operate the Hard House as a Local Public History Museum Home to allow public use for education and cultural programs, including storing and displaying materials illustrating the history of the City of Antioch and specifically the Hard House, and providing for exhibits and festivities celebrating the different cultures within the Antioch community and the early establishing years of the community; and

WHEREAS, the City is willing to convey the Hard House parcel pursuant to the attached Purchase and Sale Agreement once contingencies are met including a split from the Lynn House parcel and has determined that such a conveyance subject to the terms of this Agreement would be in the best interest of the public, including the health, safety and welfare of the Antioch community and not a gift of public funds for the following reasons and as described more fully in the staff report and attachments presented to the City Council on July 24, 2012:

RESOLUTION NO. 2012/55

July 24, 2012

Page 2

1. Friends have engaged two licensed appraisers who prepared Opinions of Value of the Hard House Parcel based on the condition of the parcel. These Opinions of Value determined that the Hard House Parcel has negligible value and were attached to the staff report.
2. Friends have agreed to rehabilitate the Hard House as described in the plan attached to the Agreement and conforming to all federal, state and local laws regarding rehabilitation of historic resources.
3. Friends agree to operate the Hard House Parcel subject to the restrictions described in Section 9 of the Agreement, which further decreases any value of the Hard House Parcel. Requirements on the operation of the Hard House Parcel include public access and free use by the City including use as the Mayor's ceremonial office and free use for Antioch Unified School District field trips.
4. Friends shall pay for all subdivision, planning, building permit and closing costs involved in conveying the property and rehabilitating the Hard House.
5. In conveying the Hard House Parcel, the City will be relieved of any maintenance responsibilities for the property;

WHEREAS, another contingency to the close of escrow and actual conveyance of the property is a determination by the Antioch Planning Commission pursuant to California Government Code section 65402 that the proposed disposition of the Hard House parcel conforms to the City of Antioch General Plan; and

WHEREAS, pursuant to Section 15331 of Title 14 of the California Code of Regulations, approving the Agreement and any other City actions regarding the rehabilitation of the Hard House is exempt from the California Environmental Quality Act because it is related to the "maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of historical resources" because the Agreement mandates that such work be done in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings (1995), Weeks and Grimmer, as may be amended;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Antioch that the attached Purchase and Sale Agreement with Escrow Instructions to convey the Hard House Parcel to the nonprofit Friends of the Roswell Butler Hard House is approved and the City Manager authorized to execute it.

RESOLUTION NO. 2012/55

July 24, 2012

Page 3

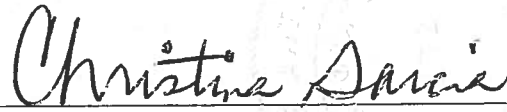
* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 24th day of July, 2012, by the following vote:

AYES: Council Members Kalinowski, Harper, Rocha, Agopian and Mayor Davis

NOES: None.

ABSENT: None.


for Christine Garcia
CITY CLERK OF THE CITY OF ANTIOCH

SA RESOLUTION NO. 2012/01

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AS
SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY**

**APPROVING THE PURCHASE AND SALE AGREEMENT WITH ESCROW
INSTRUCTIONS TO CONVEY THE HARD HOUSE PARCEL TO THE NONPROFIT
FRIENDS OF ROSWELL BUTLER HARD HOUSE AND AUTHORIZING THE CITY
MANAGER TO EXECUTE THE AGREEMENT**

WHEREAS, the Roswell Butler Hard House ("Hard House") was built by the City of Antioch's first mayor in 1869 and is located at 815 First Street, Antioch (APN 066-091-015); and

WHEREAS, a larger parcel was purchased by the Antioch Redevelopment Agency in 1979 with the remaining parcel on which the Lynn House Gallery and the Roswell Butler Hard House transferred by recorded deed from the Agency to the City in March 2011; and

WHEREAS, the Hard House was listed on the State and Federal Registry of Historic Sites in 1993; and

WHEREAS, although the Lynn House was rehabilitated as an arts and cultural center, a lack of resources prevented the rehabilitation of the Hard House; and

WHEREAS, the Friends of Roswell Butler Hard House ("Friends") was established in 2009 with the goal of the City conveying the Hard House property to the Friends with the belief that a nonprofit would have greater resources and opportunities to restore the Hard House for public benefit and historical purposes; and

WHEREAS, the Friends and Historical Society submitted a report and recommendations for the Hard House based on a 1990 plan prepared by Architectural Resources Group for the restoration of the Hard House; and

WHEREAS, the Friends desire to rehabilitate and operate the Hard House as a Local Public History Museum Home to allow public use for education and cultural programs, including storing and displaying materials illustrating the history of the City of Antioch and specifically the Hard House, and providing for exhibits and festivities celebrating the different cultures within the Antioch community and the early establishing years of the community; and

WHEREAS, the City is willing to convey the Hard House parcel pursuant to the attached Purchase and Sale Agreement once contingencies are met including a split from the Lynn House parcel and has determined that such a conveyance subject to the terms of this Agreement would be in the best interest of the public, including the health, safety and welfare of the Antioch community and not a gift of public funds for the following reasons and as described more fully in the staff report and attachments presented to the City Council on July 24, 2012:

SA RESOLUTION NO. 2012/01

July 24, 2012

Page 2

1. Friends have engaged two licensed appraisers who prepared Opinions of Value of the Hard House Parcel based on the condition of the parcel. These Opinions of Value determined that the Hard House Parcel has negligible value and were attached to the staff report.
2. Friends have agreed to rehabilitate the Hard House as described in the plan attached to the Agreement and conforming to all federal, state and local laws regarding rehabilitation of historic resources.
3. Friends agree to operate the Hard House Parcel subject to the restrictions described in Section 9 of the Agreement, which further decreases any value of the Hard House Parcel. Requirements on the operation of the Hard House Parcel include public access and free use by the City including use as the Mayor's ceremonial office and free use for Antioch Unified School District field trips.
4. Friends shall pay for all subdivision, planning, building permit and closing costs involved in conveying the property and rehabilitating the Hard House.
5. In conveying the Hard House Parcel, the City will be relieved of any maintenance responsibilities for the property;

WHEREAS, another contingency to the close of escrow and actual conveyance of the property is a determination by the Antioch Planning Commission pursuant to California Government Code section 65402 that the proposed disposition of the Hard House parcel conforms to the City of Antioch General Plan; and

WHEREAS, pursuant to Section 15331 of Title 14 of the California Code of Regulations, approving the Agreement and any other City actions regarding the rehabilitation of the Hard House is exempt from the California Environmental Quality Act because it is related to the "maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of historical resources" because the Agreement mandates that such work be done in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings (1995), Weeks and Grimmer, as may be amended;

WHEREAS, given the State-mandated dissolution of the Antioch Development Agency February 1, 2012 pursuant to Assembly Bill 1x 26 adopted in June 2011 and Assembly Bill 1484, adopted in June 2012, if it is determined that title to the Hard House Parcel actually should be in the City of Antioch as Successor Agency to the Antioch Development Agency instead of just the City, then the City as Successor Agency also has considered the terms of the Purchase and Sale Agreement with Escrow Instructions to convey the Hard House Parcel to the nonprofit Friends of the Roswell Butler Hard House; and

SA RESOLUTION NO. 2012/01

July 24, 2012

Page 3

WHEREAS, such transfer of the Hard House Parcel is for a governmental use pursuant to California Health and Safety Code section 34191.3 in that the City or City as Successor Agency shall be relieved of its maintenance responsibilities for the Hard House Parcel and pursuant to the Agreement, the Hard House shall be available at no cost to the City including use as the Mayor's ceremonial office and shall be available for free for field trips associated with the Antioch Unified School District; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Antioch as Successor Agency to the Antioch Development Agency that the attached Purchase and Sale Agreement with Escrow Instructions to convey the Hard House Parcel to the nonprofit Friends of the Roswell Butler Hard House is approved and the City Manager authorized to execute it.

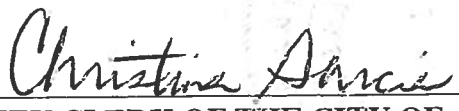
* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch as Successor Agency to the Antioch Development Agency at a regular meeting thereof, held on the 24th day of July 2012, by the following vote:

AYES: Council Members Kalinowski, Harper, Rocha, Agopian and Mayor Davis

NOES: None.

ABSENT: None.


for Christina Darcie
CITY CLERK OF THE CITY OF ANTIOCH

AGREEMENT FOR PURCHASE AND SALE OF HARD HOUSE PARCEL WITH ESCROW INSTRUCTIONS

ROSWELL BUTLER HARD HOUSE

This Purchase and Sale Agreement (the "Agreement") is entered into as of _____, 2012 ("Effective Date"), by and between the City of Antioch, a municipal corporation (the "City") and the Friends of Roswell Butler Hard House, a nonprofit 501(c)(3) corporation ("Friends"). The City and Friends are sometimes hereafter referred to collectively as the "Parties" and individually as a "Party." The Parties enter into this Agreement, with reference to the following facts and purposes:

RECITALS

- A. The Roswell Butler Hard House ("Hard House") was built by the City of Antioch's first mayor in 1869 and is located at 815 First Street, Antioch (APN 066-091-015). The parcel was purchased by the Antioch Redevelopment Agency ("Agency") in 1979. The Hard House was listed on the State and Federal Registry of Historic Sites in 1993. The Agency retained the ownership of the remaining parcel on which the Lynn House Gallery and the Roswell Butler Hard House stand ("Property") until it was transferred to the City in 2011.
- B. A lack of resources prevented the rehabilitation of the Hard House.
- C. The Friends was established in 2009 with the goal of the City conveying the Hard House property with the belief that a nonprofit would have greater resources and opportunities to restore the Hard House for public benefit and historical purposes.
- D. The Friends and Historical Society submitted a report and recommendations for the Hard House based on a 1990 plan prepared by Architectural Resources Group for the restoration of the Hard House, attached as Exhibit A.
- E. The Property on which the Hard House and Lynn House Gallery sit must be divided before the Hard House Parcel can be conveyed.
- F. City is willing to convey the Hard House Parcel once divided and other contingencies are met and has determined that such a conveyance subject to the terms of this Agreement would be in the best interest of the public, including the health, safety and welfare of the Antioch community and not a gift of public funds.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the City and Friends agree as follows:

Section 1. Conveyance. Subject to the terms and conditions set forth below, the City agrees to convey, and the Friends agree to accept conveyance of, the Hard House Parcel.

Section 2. Consideration for Conveyance. All of the following are evidence of consideration for the transfer of the Hard House Parcel from the City to the Friends:

(a) Appraisal. Friends have engaged two licensed appraisers who prepared Opinions of Value of the Hard House Parcel based on the condition of the parcel. These Opinions of Value determined that the Hard House Parcel has negligible value.

(b) Conditions on the Use of the Property. Friends have agreed to the restrictions on the use of the Hard House Parcel as described in Section 9 of this Agreement, which further decreases any value of the Hard House Parcel.

(c) Subdivision Costs. If required, Friends shall pay for, and process, the subdivision of the Property into the Hard House Parcel and the Lynn House Parcel, and any other variance or other land use approval needed from the City to approve the division of land and for the City to sign the parcel map or other documentation. These costs shall be deposited with the City, pursuant to the procedures of the Community Development Department. The City shall not be responsible for reimbursing the Friends for these costs if this Agreement is terminated before conveyance of the Hard House Parcel.

(d) Closing Costs. If there is a separate Escrow, Friends shall deposit closing costs into Escrow prior to the Close of Escrow including but not limited to real property and ad valorem taxes and assessments prorated to the date of Close of Escrow if any; city and county transfer taxes if applicable; all costs of preparing, executing, acknowledging, delivering and recording of the grant deed conveying title to Friends; and all escrow fees. If Friends opt to obtain title insurance, then that cost shall also be borne by Friends.

Section 3. Escrow

(a) Escrow Agent. Unless the Parties agree otherwise, Friends shall establish an escrow with a mutually acceptable title company (the "Escrow Agent") to effectuate the conveyance of the Hard House Parcel. The Friends and the City shall execute any and all documents reasonably necessary or appropriate to close the conveyance of the Hard House Parcel pursuant to the terms of this Agreement.

(b) Escrow Instructions. The terms and conditions set forth in this Agreement shall constitute joint Escrow Instructions to Escrow Agent. However, the Parties agree to execute such additional instructions that are not inconsistent with the provisions of this Agreement. City shall deliver a fully executed copy of this Agreement to the Escrow Agent.

(c) Close of Escrow. Subject to the conditions in Section 5 below, Escrow shall close and title transferred from City to Friends by recordation of a grant deed with the Contra Costa

County Recorder within two years from the Effective Date of this Agreement or this Agreement is terminated. Friends may also terminate this Agreement for any reasons prior to Close of Escrow. During the term of this Agreement, the City shall not convey or accept any offer to convey the Hard House Parcel or encumber or permit encumbrance of the Hard House Parcel in any way without the written consent of the Friends.

(d) Risk of Loss. If the Hard House is destroyed prior to the Close of Escrow, then this Agreement is terminated and the Hard House Parcel shall not be conveyed. If there are any insurance proceeds, then they shall be paid to the entity holding the insurance policy.

Section 4. Method of Conveyance.

The City will convey the Hard House Parcel to Friends by grant deed but with no warranties regarding ownership and with restrictions on future use and in the substantially the form of the attached Exhibit B. The deed shall be recorded in the official records of the Clerk Recorder of the County of Contra Costa.

Section 5. Conditions to Close of Escrow.

(a) Subdivision. Prior to Close of Escrow and if required under State law or local ordinance, Friends shall submit a subdivision application; pay the application fee and all costs, including staff and consultant costs, for processing the subdivision of the Property (APN 066-091-015) to have the Hard House and Lynn House on separate parcels, including any other land use approvals such as a variance that may be necessary for approval of the subdivision; and the Property shall be subdivided.

(b) Closing Costs. Prior to Close of Escrow, Friends shall deposit funds to cover all closing costs as set forth in Section 2 above.

(c) Deed. At least two weeks prior to Close of Escrow, a fully executed and notarized deed in the form of Exhibit B shall be deposited into Escrow.

(d) Planning Commission Determination. As required by state law, the Antioch Planning Commission must make a determination that the disposition of the Hard House Parcel conforms to the General Plan.

Section 6. Condition of Title. The City has a Preliminary Title Report dated March 29, 2011 by First American Title Company, which shall be provided to Friends but with no representations from the City as to the condition of the title of the Property. The City has disclosed that the Property was transferred from the Agency to the City in 2011 and that State Assembly Bill 1x 26 (Redevelopment Dissolution Act) and letter from the California State Controller dated April 20, 2012 may call into question the validity of the conveyance from the Agency to the City and thus any further conveyance to the Friends. Friends bear the entire risk if

the transaction(s) is deemed not valid and the Hard House Parcel is transferred to the State or other entity for disposition. If such a determination is made before Close of Escrow, then the City may not convey the Hard House parcel but will work with the Friends regarding a mutually acceptable solution. The City will not reimburse any costs expended by Friends on the Hard House Parcel if any of the transfers of the Hard House Parcel are deemed invalid. It will be the Friends' responsibility to obtain title insurance if desired.

Section 7. Condition of Hard House Parcel. The City is transferring the Hard House Parcel in an "as is" condition as there has been no maintenance done on the Hard House or at the Hard House Parcel for many years. The City makes no warranties or representations regarding the Hard House Parcel except as set forth below:

(a) The City has not entered into any lease or rental agreement of the Hard House Parcel.

(b) City knows of no legal actions pending or threatened against the Hard House Parcel, other than has been described in Section 6 above.

Section 8. Access to Hard House Parcel prior to Close of Escrow. Prior to Close of Escrow, City shall have access to the Hard House Parcel, but does not intend to take any actions to maintain it. Friends may not access Hard House Parcel for inspection prior to Close of Escrow, unless evidence of insurance as set forth below is provided, with such access only for inspection and no work on the Hard House: commercial general liability policy with a minimum limit of \$1,000,000 per occurrence, combined single limit for all risks associated with the ownership and restoration of the Property with any general aggregate limit at least twice the occurrence limit. Such coverage shall include but not be limited to protection from claims arising from bodily and personal injury, including death, and damage to property. The City of Antioch, Antioch Development Agency, Successor Agency to the Antioch Development Agency and their officials, officers, employees and volunteers shall be named additional insured by endorsement and the City shall be provided 30 days' written notice of the cancellation of the policy.

Section 9. Use and Operation of the Hard House Parcel

(a) Permits. Friends will be responsible for obtaining all permits and approvals needed for the rehabilitation and use of the Hard House Parcel, including but not limited to building and use permits from the City.

(b) Use. The Friends shall rehabilitate the Hard House Parcel in accordance with Exhibit A so that the Hard House can be operated and maintained as a Local Public History Museum Home to allow public use for education and cultural programs. The term "Local Public History Museum Home" means the use of the property for the purpose of storing and displaying materials illustrating the history of the City of Antioch and specifically the Hard House, and

providing for exhibits and festivities celebrating the different cultures within the Antioch community and the early establishing years of the community.

(i) After rehabilitation, the majority of the first floor of the Hard House shall be open at least weekly to the public. Entry fees may be charged, but the House will be open at no charge to the public at least four times per year.

(ii) No fee will be charged for City for any use of the Hard House or Hard House Parcel. Antioch Unified School District shall not be charged for any field trips to the Hard House.

(iii) Incidental use and rental of the Hard House or Hard House Parcel are allowed for meetings or parties, but any rentals of the space shall be done in a manner to ensure that the Hard House is not damaged and that the use causes no nuisance, code enforcement or police issues for the City.

(iv) Friends shall be responsible for all utilities including water and sewer.

(c) Option for Return to City if Hard House not Rehabilitated within 7 Years. If the Hard House cannot be rehabilitated to be used in the manner described in subsection (b) above within seven (7) years from the Effective Date of this Agreement, then the City may require the Friends to transfer the Hard House Parcel back to the City, with no compensation to the Friends.

(d) Historical Restrictions. All maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of Hard House and Hard House Parcel shall be consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings (1995), Weeks and Grimmer, as may be amended. Friends shall not allow anything to be done on Hard House parcel to violate the exemptions allowed under the National Environmental Protection Act (NEPA) and California Environmental Quality Act (CEQA).

(e) Subsequent Sale or Transfer of the Hard House Parcel. It is intended that the Hard House and Hard House Parcel remain in the ownership of the Friends or similar nonprofit organization. Any subsequent sale or transfer of the Hard House Parcel shall be subject to the use restrictions set forth in the Deed, unless released by a quitclaim deed approved by the City Council. Prior to any sale or transfer of the Hard House Parcel by Friends before the Hard House is rehabilitated to be used in the manner described in subsection (b) above, the City shall be given a Right of First Refusal to accept the transfer back of the Parcel with the understanding that the City shall not be required to pay any compensation to the Friends. City shall have 90 days to decide whether to exercise such Right of First Refusal after written notice is provided by Friends to the City. This Right of First Refusal shall no longer exist on the first occurrence of the following: 1) the Hard House is rehabilitated in accordance with subsection (b) above; or 2) seven (7) years from the Effective Date of the Agreement have passed, the Hard House is not rehabilitated and the City decides not to require the transfer of the Hard House Parcel back to the City pursuant to subsection (c) above.

Section 10. Indemnification. The Friends shall indemnify, defend and hold the City harmless from any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including, but not limited to, reasonable attorney's fees and expenses) imposed upon or incurred by or asserted against the City or Antioch Development Agency and directly or indirectly arising out of or in any way relating to any one or more of the following: (a) any presence of any hazardous materials in, on, above, or under the Hard House Parcel; (b) any claims arising from access to Hard House Parcel by members, contractors or agents of Friends before Close of Escrow; (c) any claims relating to Hard House Parcel after Close of Escrow; and d) any claims related to the ownership of the Hard House Parcel and validity of any transfer of the Hard House Parcel.

Section 11. Specific Performance. In any action to enforce this Agreement, only specific performance may be awarded by the Court and there will be no recovery of damages. The City would not have entered into this Agreement if damages could be awarded for any breach and the Agreement fails if damages are sought or awarded.

Section 12. No Brokers. Each Party represents to the other that it has not had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any real estate broker or other person who can claim a right to a commission or finder's fee. If any broker or finder makes a claim for a commission or finder's fee based upon a contact, dealings, or communications, the party through whom the broker or finder makes this claim shall indemnify, defend with counsel of the indemnified Party's choice, and hold the indemnified Party harmless from all expense, loss, damage and claims, including the indemnified Party's attorneys' fees, if necessary, arising out of the broker's or finder's claim.

Elizabeth Rimbault, Secretary to the Friends, is a licensed Broker for the State of California and acting on behalf of the Friends without compensation and has waived all rights or claims to any commission or fees for the transfer of said property from the City to the Friends.

Section 13. Notices

Any written notice to Friends shall be sent to:
David Brink, President of the Friends
922 Orchard Lane
Antioch, CA 94509

With a copy to:
Liz Rimbault, Secretary of the Friends
3100 Windsor Drive
Antioch, CA 94509

Any written notice to City shall be sent to:

City Manager
City of Antioch
P. O. Box 5007
Antioch, CA 94531-5007

With a copy to:
City Attorney
City of Antioch
P. O. Box 5007
Antioch, CA 94531-5007

Section 14. General Provisions.

(a) Headings. The title and headings of the various sections hereof are intended for means of reference and are not intended to place any construction on the provisions hereof.

(b) Severability. If any provision of this Agreement shall be invalid or unenforceable the remaining provisions shall not be affected thereby, and every provision hereof shall be valid and enforceable to the fullest extent permitted by law.

(c) Choice of Law; Venue; Attorneys' Fees. This Agreement shall be construed under the laws of the State of California with any legal action to be filed in Contra Costa Superior Court. In the event of any litigation between the Parties to enforce any of the provisions of this Agreement, the unsuccessful Party to such litigation agrees to pay to the successful Party all costs and expenses, including reasonable attorneys' fees incurred by the successful Party.

(d) Entire Agreement; Amendment. The terms of this Agreement are intended by the Parties as a final expression of their agreement and may not be contradicted by evidence of any prior or contemporaneous agreement. The Parties further intend that this Agreement constitute the exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial proceedings involving this Agreement. No provision of this Agreement may be amended except by an agreement in writing signed by the Parties hereto or their respective successors in interest.

(e) Successors. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties hereto.

(f) Time of the Essence. Time is of the essence in this Agreement.

(g) Exhibits. All exhibits attached hereto are incorporated in this Agreement by this reference.

(h) Authority. The Parties represent that the individuals executing this Agreement have the authority to bind their entities.

(i) Assignment. Friends shall not assign this Agreement without the written consent of City.

(j) No Third-Party Benefit. Nothing in this Agreement, express or implied, is intended to confer upon any person any rights or remedies other than the parties to this Agreement and their respective successors and assigns.

(k) Non-liability of City Officials and Employees. No member, official or employee of the City shall be personally liable to Friends in the event of any default or breach by the City.

(l) No Joint Venture. Nothing in this Agreement nor any of the actions by the City pursuant to this Agreement shall be construed as creating a joint venture or other active involvement by the City with the Friends.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

FRIENDS OF
ROSWELL BUTLER HARD HOUSE

CITY OF ANTIOCH

By: _____

By: _____

Name: _____

Jim Jakel, City Manager

Its: _____

Approved as to form:

Lynn Tracy Nerland, City Attorney

By: _____

Attest:

Name: _____

Denise Skaggs, City Clerk

Its: _____

Exhibit A – Roswell Butler Hard House: Antioch Historical Society Committee Report and Recommendations

Exhibit B – Form of Deed

EXHIBIT A

Roswell Butler Hard House: Antioch Historical Society Committee: Report and Recommendations



Antioch Historical Society

1500 West 4th Street, Antioch, CA 94509

Non-Profit #94-2457532

(925) 757-1326 Museum * (925) 757-0308 Fax



Jim Jakel, City Manager
City of Antioch
P.O. Box 5007
Antioch, CA 94531-5007

September 25, 2009

Re: Recommendations for the Roswell Butler Hard House

Dear Mr. Jakel,

The members of the Antioch Historical Society have met several times for the review of various documents relating to the Roswell B. Hard House, a City owned historic property. We have worked with the City representative, Dave Sanderson, for the gathering of all related files and information on hand with the City and the committee has made an additional inspection of the exterior and interior of the building to gauge it's level of deterioration and general conditions.

During this period of time, it was decided by the committee, that the only way to generate funding for the restoration of the building was to form it's own non-profit that would allow for the application to State and Federal Historic Preservation Grants as well as offering tax deductions for corporate and individual donations towards the restoration and preservation of the property. To this end, the Antioch Historical Society contributed \$1,000.00 for the filing of the new non-profit that is a stand alone organization, completely separate from the Historical Society. The bylaws and articles of incorporation have all been reviewed and as of August 5, 2009 we have received full approval from the Internal Revenue Service to operate as a tax exempt, 501 (c)(3) non-profit corporation. Our new non-profit number is now 27-0454042, representing "Friends of Roswell Butler Hard House", a California non-profit corporation.

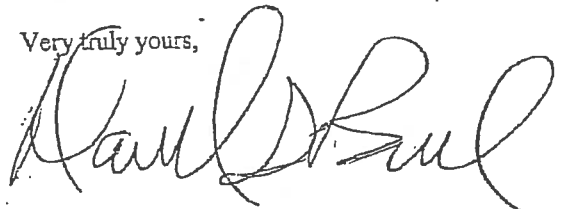
The "Friends" commitment to the Historical Society is only that should we ever disband, all monies and assets will be transferred to the Antioch Historical Society. The Society is providing a meeting place and a place to house the "Friends" records until such time that the Hard House is habitable. The following individuals represent the officers and directors of "Friends of Roswell Butler Hard House":

David Brink, President
Tom Costello, Vice President
Stanford E. Davis, Treasurer
Elizabeth A. Rimbault, Secretary
James Boccio, Sr., Director
Laura Jacques, Director
Dr. Chet Michaels, Director
Phyllis Heibert, Director
Bruce Heibert, Director
Barbara Herendeen, Director

With the fundraising mechanism now in place, we are ready to make our proposal to the City for the restoration and preservation of the Roswell Butler Hard House and enter into negotiations for a positive outcome for both the City, and the citizens of Antioch.

Attached is our report and recommendations for saving the Hard House. Please advise us as to your pleasure for a meeting with the staff and City Attorney to further the negotiations and proposal prior to addressing the City Council. We look forward to hearing from you on this historic property.

Very truly yours,



David S. Brink, Chair,
Antioch Historical Society Hard House Committee
President, Friends of Roswell Butler Hard House
hardhouse@comcast.net
(925) 437-8085 cell

Attached: Committee Report and Recommendations

CC: Dave Sanderson, City Recreation Department
Antioch Historical Society Board of Directors
All Board members of Friends of Roswell Butler Hard House

Roswell Butler Hard House
Antioch Historical Society Committee
Report and Recommendations



This report was prepared by The Hard House Committee of the Antioch Historical Society.
It is based on a plan prepared for the City of Antioch in 1990 by the architectural firm
Architectural Resources Group. Several sections of this report are direct quotes from the
earlier report by Architectural Resources Group, in 1990.

Report and Recommendations For The Roswell Butler Hard House

Background:

Roswell Butler Hard was one of the most influential, and by some accounts, most powerful figures in Antioch's early history. He was a county supervisor, Sheriff and the first Mayor (chairman of the town council) of Antioch. In 1869 he built the two story brick home that stands at 815 First Street. At the time it was one of the most beautiful and costly homes in the county. It served as the meeting place for the first board of trustees in the newly incorporated City of Antioch, the first city to be incorporated in the County.

The home was constructed entirely of brick manufactured in Antioch. The home was the first property in Antioch to be listed on the State and Federal Registry of Historic Sites. Following the death of Roswell B. Hard, his widow sold the home and most of its contents and "removed herself" back to San Francisco.

Additions were made to the building in the early 1920's with bathrooms and interior kitchens added and in mid-century the building was converted to a tri-plex (3 units). In 1979 the property was purchased by the City Redevelopment Agency and the parcel is now listed as being combined with the original Lynn House property, APN# 066-091-015. The original reason for the city's purchase was for the restoration and preservation of the historic home.

Over the years, the Lynn House next door, was selected to be restored first and is currently the City art gallery. The Hard House has continued to deteriorate and the property has been boarded up to prevent further damage by vagrants. To local historians dismay, earlier City staff negotiated away the original "cook house" built at the rear of the property, for the Prospect School patio. Since its purchase, periodically the public and the historical society has called for its restoration, however, with various economies at play, a source of funding has not been located by the City to carry out such a project. The property has become both a physical and financial liability to the City of Antioch and the Redevelopment Agency. In the current economic recession, many downtown storefronts are vacant and the Hard House appears doomed to continue a downward spiral.

PRIOR STUDIES AND REPORTS:

Over the years various engineering studies have been commissioned by the City of Antioch with recommendations made to the Councils regarding the cost of restoration as a City owned facility. All of the engineering and architectural studies, plans and recommendations provided by the City have been reviewed by the Hard House Committee of the Antioch Historical Society and the Friends of Roswell Butler Hard House, a new non-profit California corporation. It is believed by the committee, that as long as the Hard House remains in the ownership of the City of Antioch, the costs and governmental restrictions will remain prohibitive to restoration.

PRESERVATION ISSUES:

Issues specific to the Hard House include questions of documentation and interpretation. Documentation of the building's historical appearance includes research into historical records such as photographs, drawings and maps, as well as investigation of physical evidence, both archaeological and in the building's materials themselves. Few documentary photographs appear to exist showing the original appearance of the Hard House, except for the exterior of the front. The rear is undocumented, except for Sanborn Fire Insurance maps. Likewise, any physical evidence of the house's rear was partly destroyed when the present addition was constructed in the 1920's. The interior of the house, however, is fairly

intact and relatively unchanged from its original conditions, except for water related damage. Documentation of the interior finishes must be conducted before commencing any remedial action. This documentation should include paint analysis of each surface, and investigation into other historic finishes, such as wallpaper. The results of this documentation will guide future restoration work, including color and material selection.

The scope and complexity of this type of research and documentation presents an enormous historical project for a City that does not retain sufficient staff to devote such time and energy to such a project.

BUILDING CODE ISSUES:

Building codes applicable to the renovation of the Hard House include the Uniform Building Code (UBC) as adopted by the City of Antioch, and the California State Historical Building Code (SHBC) Title 24, Part 8, of the California Administrative Code. The SHBC is available to the Hard House because, as a designated landmark, it is considered a qualified historical structure. Portions of the Codes are impacted by the ownership and the level of usage of a building. Governmental ownership demands a higher level of compliance, while ownership by a private non-profit with lower usage, has fewer restrictions and less costly compliance.

EXISTING CONDITIONS:

The following analysis is a brief description of existing conditions found on site at the Hard House.

Site/Building Footprint

Landscaping: The landscaping around the hard House is heavily overgrown, with many mature trees and shrubs. Some of the plant materials may be part of the original nineteenth century landscaping. However, the tree that now obscures the area of the original front porch, does not appear in photos of the 1890's Hard House. Further investigation must be done to evaluate the existing landscape materials and make recommendations for their maintenance. A circular cistern, which was probably once the source of water for the house, exists at the southeast corner of the addition. The cistern has been filled with dirt by the city for safety reasons, but could be revitalized to provide landscape watering.

Porch: The original wooden porch and balcony, which once extended across the front of the building, has been removed. Its configuration and profile are indicated by traces on the building walls; the pockets in the walls, which originally held the beams are visible, although now filled with brick rubble. No remaining superficial evidence of the porch's foundation remain. After the porch was removed, a concrete platform and steps were installed at the entry door, an aluminum awning was installed above, and small metal railings were installed over the bottoms of the second floor windows.

Additions: A one-story addition, constructed with brick exterior walls and hipped roof, extends across the rear of the building. That dates back to the 1920's, and was constructed when the house was converted into apartments. The addition is divided into two symmetrical halves. The center of the addition, originally open to the rear, is enclosed by a wood framed wall with a door and wood sash windows.

Exterior

The exterior surfaces of the Hard House show the results of years of lack of maintenance, such as unpainted wood surfaces and deteriorated flashings, gutters and downspouts. This lack of maintenance has caused many problems due to water infiltration, such as deteriorated masonry.

Roof/Rainwater Systems: The building's hipped roof is surfaced with large diamond-shaped cement shingles. These shingles appear to be similar to asbestos-cement shingles commonly used in during the first half of the 20th century. They appear to be in fair condition, although dirty, discolored, and in some locations, loose. The sheet metal flashings, gutters, downspouts, and rainwater leaders are rusted and loose. They are in very poor condition, and in some instances, are missing altogether.

Chimneys: Two brick chimneys are located on the roof. They have not been closely examined, but the flashings appear to be in deteriorated condition, although the masonry appears to be in fair condition.

Cornice: A bracketed wood cornice encircles the building. Like the buildings other wood exterior elements, the cornice has not been painted for years. The lack of protective covering has caused the grain of the wood to become raised in some locations; nails and supporting anchorage has rusted and come loose. One bracket is missing entirely.

Masonry: The exterior walls are constructed of brick, made from soft, locally quarried clays. The brick is laid with a soft lime mortar, which appears to have been partially repointed in the past. The building's masonry surfaces are dirty and discolored because of atmospheric dirt, and water runoff from the deteriorated gutters and downspouts. Moss is growing on the masonry wall surface at one corner of the building, and efflorescence is occurring in several locations on the building's walls. The mortar is abraded and washed away, especially at the corners of the building.

Doors and Windows: The doors and windows are wood, with wood frames and trim. The headers and sills of the windows are solid wood pieces. The entry doors are glazed panel doors, which do not appear to be original. Like the cornice, the doors and windows have not been painted for considerable time, and have deteriorated as a result. The sills, because of their greater exposure to rainwater, are extensively dry-rotted; other wood elements show varying degrees of dry rot, cracking and splitting.

Interior

The historic interior surfaces of the hard House are generally intact. However, they suffer from the results of poor maintenance and fairly extensive water damage. The most damage is located in the two west rooms on the first floor, where significant amounts of plaster are missing along the north wall. Water infiltration has caused erosion of one portion of the brick, bearing wall west of the hall.

Plaster: The interior plaster surfaces of the building are typically flat and unornamented, except for the central hall and two eastern rooms of the first floor, which have run-in-place decorative plaster cornices and decorative cast-plaster ceiling medallions. The wall plaster was originally applied directly to the masonry walls, and on wood lath on frame partition walls. The plaster is cracked in many locations, and as described above, partially missing at locations of water damage.

Flooring: The flooring throughout the house is of wood planks. These appear to be in good condition. Some are covered with linoleum in the first floor hall, the addition, and the existing bathroom and kitchen areas.

Wood Trim: The original wood trim appears to be redwood, except for the stair, which appears to be oak. Wood trim consists of baseboards with moldings, and door and window trim. The door and window casings are heavy moldings, and simple panels are located below the side and rear windows. The front windows extend to the floor. Other areas of wood trim includes the staircase, which has an ornamental newel and simple turned balusters, and three fireplace mantels, which have round-topped openings. The

wood trim appears to be intact and good condition, except for many layers of paint. Two balusters and one newel post are missing from the stairs.

Systems

Mechanical: No environmental systems exist.

Electrical: The existing electrical system is de-energized and unusable.

Plumbing: The existing bathrooms and kitchens were probably added when the building was converted into apartments in the 1920's. The plumbing appears to be in poor condition.

OPTIONS CONSIDERED AND EVALUATED

As initially promised, the historical society committee considered several different options and approaches. Questions to answer were : 1) Can the house be saved or has the deterioration progressed to the point of no return? 2) If not what are the costs of removal to limit City liability of the vacant dwelling? 3) If to be saved, which method is least costly while achieving the desired goals; Demolition and Reconstruction OR Restoration ? 4) What is the best method of financing any of the options ?

Following the thorough inspection and review, the committee was surprised and relieved to see the level of deterioration was not as bad as earlier believed. The worst portion of deterioration is in the 1920 addition, which should be removed to restore the home to it's original footprint of 1869. The committee overwhelmingly agrees the home should be saved and that the least costly, and truer path to saving history is through "Restoration".

CONSIDERATIONS TO REHABILITATE THE BUILDING

The following are considerations which will be required to rehabilitate the Hard House. They are arranged according to priority, as described below:

Priority 1: Life Safety: The most urgent need is to correct those conditions which pose immediate or potential hazards to the occupants, legal or otherwise, of the building or to the general public. This life safety issue includes potential threat of fire and damage to the adjacent Lynn House Art Gallery and to the Prospects School to the rear of the property.

Priority 2: Water Protection: Water is the greatest enemy of building materials. It is critical that the protective integrity of the building envelope be maintained, and restored as required.

Priority 3: On-going Deterioration: Additional items which are contributing to the ongoing deterioration of historic materials and finishes must be attended to in a timely manner.

Priority 4: Functional Considerations: Some building defects are less serious, either because they are not causing further deterioration or because they involve less significant building systems or elements. Other work may be included in this category because it is not remedial in nature, but required for the specific use of the building. This category includes recommendations for work which can be accomplished on a gradual basis through on-going maintenance.

SUGGESTED PROJECT PHASING

We suggest that if the Hard House is rehabilitated in phases, no more than three phases should be considered. If the work is divided into too many discrete parts, the inefficiency and duplication inherent in the phasing process, as well as the inconvenience and disruption caused by on-going construction to an operating facility will become too burdensome.

The priorities described below will be used as general guidelines for deciding which work items to complete first. Unquestionably, the building first needs to be made safe and weather tight, so work described in priorities one and two should be accomplished in the first phase. Additionally, exterior work described in priorities three and four should be accomplished in the first phase, where it is necessary to provide access to the building, and if desired, an appearance of completeness. The interior of the building can be restored over time, as can the installation of a new mechanical system. This suggested phasing is summarized below:

Phase 1: Safety, Security and Weatherproofing

- Seal and secure windows, doors and vents
- Remove debris from interior and exterior
- Remove or trim trees and shrubs to prevent further damage
- Install temporary electrical system for construction
- Remove rear addition.

Phase 2: Exterior Restoration

- Repair and repoint masonry
- Replace roofing
- Repair windows and cornice.
- Reconstruct front porch with disabled access
- Construct new rear porch with disabled access.

Phase 3: First Floor Restoration

- Install permanent electrical system
- Document interior finishes
- Remove all kitchen and toilet fixtures and equipment
- Restore flooring on first floor
- Restore staircase
- Repair plaster and wood surfaces

Phase 4: Second Floor Restoration/Functional Requirements

- Repair and repoint masonry
- Restore flooring on second floor
- Repair wallpaper, plaster and wood surfaces
- Install new mechanical system

FINANCIAL CONSIDERATIONS FOR RESTORATION OF THE HARD HOUSE

Given the current economy it is unlikely that the City of Antioch will be financially able to undertake such a renovation of the Hard House in the near future. With a decreased number of employees,

it is also unlikely that the City will have the manpower in the near future to devote to the writing of grants for the preservation of historic buildings. Fund drives are currently being run at the behest of the City to promote a South East city recreation facility and library. Should the City encourage such a fund drive for the purpose of restoring the Hard House, it would weaken the call to support the library efforts and citizens have not been known in the past to outright contribute financially to a City project without receiving major tax relief. (Exception: 10th Street City Park Project run by Citizens).

On the other hand, tax exempt non-profits are known for their ability to raise large amounts of money for community projects as exemplified by the El Campanile Theater, The Antioch Historical Society Museum with the Sports Legends Hall, the two downtown mural projects and the County library mural on east 18th Street, to name a few obvious privately funded projects. Non-profits are known for receiving bequests from estates, tax deductible donations from business, industry and private individuals, holding successful fundraisers and by writing and receiving grants from both the private and governmental sectors. Federal monies are available as grants for historic restorations and in connection with the arts and culture of a community. Federal monies are also available to non-profits via CDBG funds and in Redevelopment Districts. It is believed by the committee that a private non-profit will be more likely and more capable of raising the necessary funds to restore the Hard House due to volunteer efforts, man hours, and sheer desire to see the Hard House restored.

In addition to a non-profits ability to raise funds, typically the money necessary for a project such as this, are less. A governmental project usually demands total or all inclusive bids from general contractors that address all phases of the restoration and are usually known to be higher to address the difficulties of working with governmental bodies. Non-Profit 501 (c) (3) organizations are "charities" that may have a project manager, several volunteer workers, both skilled and unskilled, donated goods and materials and for some technical portions of the project, paid licensed contractors. Non-Profits do not usually experience the delays required for obtaining council approval for additional funding or moving into the next phase of the project.

A prime example of the lesser cost for a non-profit is the Antioch Historical Society Museum at 1500 W. 4th Street. When estimates were gathered by the Riverview Fire District for upgrading and refurbishing the building for continued governmental use, the cost was in excess of 2 million dollars (\$2,000,000.00). Since being in the ownership of the historical society, all of the massive upgrades and restorations made to date to the building are more in the range of 4 to 5 hundred thousand (\$400,000.00 - \$500,000.00) and the money has been raised through private and public grants, donations, bequests and large fundraisers.

Since it's purchase in 1979 by the City or Redevelopment Agency, the Hard House has presented a policing problem, liabilities due to individual's illegal and unauthorized entry onto and into the property and potential fire danger to other surrounding properties. Further, there has clearly been no efforts made to commence the restoration of the property in the last 30 years. So due to the weight of "desire, potential success, and probable financial ability", the committee believes the road to restoration lies with a private non-profit corporation organized for the sole purpose of restoring the Hard House to it's once grand stature.

RECOMMENDATIONS FOR THE ROSWELL BUTLER HARD HOUSE

Based on the inspection of the property and all prior studies and reports issued on the house, and further based on the facts and discussions put forth in this report from the Antioch Historical Society Committee, the recommendations of the committee are as follows:

- 1.) The Roswell Butler Hard House should be rehabilitated and restored.
- 2.) That the least invasive, least costly, and highest potential of achieving the goals of a functioning Museum Home, is through "Restoration", not reconstruction.
- 3.) That the house should be restored to it's original footprint and architecture of 1869, thereby removing the 1920 addition.
- 4.) The highest potential of restoring the property will be in the ownership of a private non-profit, 501 (c)(3).
- 5.) That the City of Antioch enter into negotiations with the newly formed private non-profit 501 (c)(3) California Corporation of "FRIENDS OF ROSWELL BUTLER HARD HOUSE", Non-profit number 27-0454042; Tax exempt date: August 5, 2009, for the successful transfer of title of the Hard House and it's original land parcel to the non-profit.
 - A. All negotiations and contracts shall guarantee the property shall be used for the public benefit and that should the non-profit corporation dissolve anytime in the future, the first choice will be the transfer of the real property back to the City of Antioch; or if declined by the City, to the Antioch Historical Society for future protection.

The recommendations stated above have been approved by the Hard House Committee of the Antioch Historical Society, The Board of Directors of the Antioch Historical Society and the Board of Directors of the newly formed none-profit, Friends of Roswell Butler Hard House. Said recommendations are hereby respectfully submitted to the City of Antioch and the Antioch City Council for their consideration.

September 25, 2009

Elizabeth A. Rimbault
Elizabeth A. Rimbault, President
Antioch Historical Society
David S. Brink
David S. Brink, Chair
Hard House Committee of AHS



Friends of Roswell Butler Hard House

1500 West 4th Street, Antioch, CA 94509

Dave Brink

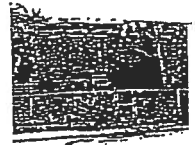
(925) 437-8085

E-Mail: hardhouse@comcast.net

Fax

(925) 757-8953

Non-Profit # 27-0454042



PRELIMINARY PLANS FOR FUNDING THE RESTORATION OF THE ROSWELL BUTLER HARD HOUSE

The Friends of the Roswell Butler Hard House are a nonprofit 501 (c)(3) tax exempt organization dedicated to the restoration of the Hard House in the City of Antioch. The corporation has a minimum of 9 and a maximum of 11 officers and directors but does not have members. The board of directors are responsible for the entire project. Many nonprofits have learned that maintaining a membership or increasing memberships can be time consuming, costly and frequently are not a significant source of funds. Members of the public can become a "Friend" by making a donation and general donations of any size will be solicited, and not limited by a membership fee amount.

The following are proposed sources of funding the restoration project:

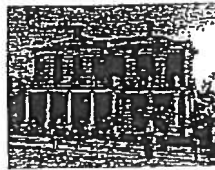
- 1.) A letter Grant request has been submitted to Mirant for \$150,000.00.
A letter from the City of Antioch acknowledging the intent to transfer ownership of the property to the Friends, would greatly assist in moving this request along. However, No grants will be given prior to transfer of ownership.
- 2.) Solicitation of donations from the general public and individuals interested in seeing the restoration of the Hard House. Donation, gifts and bequests may be in any amount and will earn the giver of funds, the title of "Friend" of the Roswell Butler Hard House.
- 3.) Grant applications may be submitted following receipt of ownership to AASLH (American Association of State and Local History), for "Museum Home" restoration projects.
- 4.) Grant applications will be submitted to all applicable State, Federal, and local Grant programs, including the Keller Canyon Mitigation Fund.
- 5.) Application will be made to the City of Antioch CDBG funds for 2010, most likely addressing HVAC and Handicap Restrooms, and Handicap Access to the lower level of the building.
- 6.) Grants will be written for the reconstruction of the Cistern system to conserve water for the landscaping and public restroom. We would also request waiver of water fees from the City of Antioch for the balance of water needed in the dry season.
- 7.) We may seek sponsorships for various rooms, displays or the gardens from local businesses, individuals and industry.
- 8.) Through various business associations and friendships the board members will seek donations of building materials and in-kind services. This may include debris boxes and porta potties from Allied Waste; building materials from contractors; plumbing and electrical services

from retired contractors ; Gardening services from the local Garden club; historical research from the Historical Society; Temporary electrical service from the City's Lynn House; Temporary security alarm installation and permanent services upon completion from Lenhart Alarm; Masonry Contractors Union training of Apprentices; Telephones installed by retired phone installers and antique telephones restored; and others.

- 9.) Pic-nic Barbeque Fundraiser, requiring partial street closure in front of the Hard House, during good weather. Other Private Fundraisers held at individual members homes. Raffles and other fundraisers held in various locations including at the Antioch Historical Society.
- 10.) We may seek limited partnering on special projects with the Antioch Unified School District and Prospects School, which may provide a level of training for students.
- 11.) Through newspaper stories, publicity and outright begging, we WILL receive donations of money, materials and most important in restoration projects, Free labor.

All of the above listed methods of seeking funding for restoration projects have proven successful in several other existing projects in town.

11/19/2009



Friends of Roswell Butler Hard House

1500 West 4th Street, Antioch, CA 94509

Dave Brink

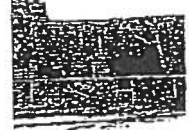
(925) 437-8085

E-Mail: hardhouse@comcast.net

Fax

(925) 757-8953

Non-Profit # 27-0454042



FRIENDS OF ROSWELL BUTLER HARD HOUSE PROPOSED RESTORATION TIME LINE

It is the goal of the Friends to have the restoration project substantially completed within the next 5 (five) years. To that end the following represents our timeline structure proposed:

Phase I. to complete within the first 6 months (with consideration for weather):

Secure the building

Install and monitor alarm system

Remove all debris and dangers

Clean Yard completely

Demolish rear structure

Clean interior

(SAFETY, SECURITY AND
WEATHER PROOFING)

Phase II. Over a period of 2 Years:

Repair Masonry and Address Structural Issues.

Foundation issues first, followed by brick and roof issues.

(STRUCTURAL)

Phase III. Total Exterior Restoration- 3 Years:

Porches, balcony, walls and Gardens restored.

(EXTERIOR STREET VIEW)

Phase IV. Interior Restoration Year 5:

All interior walls and finishes.

Restored wooden floors.

Heating and Air Conditioning.

Lighting, Electrical and finished plumbing.

(INTERIOR FINISH)

The above proposed timeline does not represent any acquisition of furnishings or guarantee a readiness to open to the public by the end of the 5th year. Predictions based on hoped for funding cannot be absolute.

EXHIBIT B – FORM OF DEED

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City Clerk
City of Antioch
P.O. Box 5007
Antioch, CA 94531-5007

MAIL TAX STATEMENTS TO:
David Brink, President
Friends of the Roswell Butler Hard House
922 Orchard Lane
Antioch, CA 94509

APN: a potion of 066-091-015 exempt from recording fees

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the City of Antioch, a municipal corporation ("City" or "Grantor") does hereby GRANT IN FEE TO

The Friends of Roswell Butler Hard House, a nonprofit corporation ("Friends" or "Grantee")

the real property known as the Hard House Parcel located at 815 First Street in the City of Antioch, County of Contra Costa, State of California and more particularly described in attached Exhibit "1" ("Hard House Parcel") under the following terms and conditions:

1. Permits. Friends will be responsible for obtaining all permits and approvals needed for the rehabilitation and use of the Hard House Parcel, including but not limited to building and use permits from the City.

2. Use. The property is conveyed in an "as is" condition with no warranties. Friends shall rehabilitate the Hard House Parcel as set forth in the Agreement for Purchase and Sale so that the Hard House can be operated and maintained as a Local Public History Museum Home to allow public use for education and cultural programs. The term "Local Public History Museum Home" means the use of the Hard House and Hard House Parcel for the purpose of storing and displaying materials illustrating the history of the City of Antioch and specifically the Hard House, and providing for exhibits and festivities celebrating the different cultures within the Antioch community and the early establishing years of the community.

a. After rehabilitation, the majority of the first floor of the Hard House shall be open at least weekly to the public. Entry fees may be charged, but the House will be open at no charge to the public at least four times per year.

b. No fee will be charged for City for any use of the Hard House or Hard House Parcel. Antioch Unified School District shall not be charged for any field trips to the Hard House.

c. Incidental use and rental of the Hard House or Hard House Parcel are allowed for meetings or parties, but any rentals of the space shall be done in a manner to ensure that the Hard House is not damaged and that the use causes no nuisance, code enforcement or police issues for the City.

3. Option for return to City if Hard House not Rehabilitated. If the Hard House cannot be rehabilitated to be used in the manner described above within seven (7) years from the Effective Date of the Purchase and Sale Agreement, then the City may require the Friends to transfer the Hard House Parcel back to the City, with no compensation to the Friends.

4. Historical Restrictions. All maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of Hard House and Hard House Parcel shall be consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings (1995), Weeks and Grimmer., as amended. Friends shall not allow anything to be done on Hard House parcel to violate the exemptions allowed under the National Environmental Protection Act (NEPA) and California Environmental Quality Act (CEQA).

5. Subsequent Sale or Transfer of the Hard House Parcel. It is intended that the Hard House and Hard House Parcel remain in the ownership of the Friends or similar nonprofit organization. Any subsequent sale or transfer of the Hard House Parcel shall be subject to the use restrictions set forth in this Deed, unless released by a quitclaim deed approved by the Antioch City Council. Prior to any sale or transfer of the Hard House Parcel by Friends before the Hard House is rehabilitated to be used in the manner described in subsection (2) above, the City shall be given a Right of First Refusal to accept the transfer back of the Parcel with the understanding that the City shall not be required to pay any compensation to the Friends. City shall have 90 days to decide whether to exercise such Right of First Refusal after written notice is provided by Friends to the City. This Right of First Refusal shall no longer exist on the first occurrence of the following: 1) the Hard House is rehabilitated in accordance with section (2) above; or 2) seven (7) years from the Effective Date of the Purchase and Sale Agreement have passed, the Hard House is not rehabilitated and the City decides not to require the transfer of the Hard House Parcel back to the City pursuant to the Agreement and section (3) above.

The provisions in this Deed shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the City and Friends.

FRIENDS OF
ROSWELL BUTLER HARD HOUSE

By: _____

Name: _____

Its: _____

Date: _____

By: _____

Name: _____

Its: _____

Date: _____

CITY OF ANTIOCH

By: _____
Jim Jakel, City Manager

Date: _____

Approved as to form:

Lynn Tracy Nerland, City Attorney

Attest:

Denise Skaggs, City Clerk

EXHIBIT 1 – LEGAL DESCRIPTION

(Legal Description for the Hard House Parcel to be prepared and attached once split between the Hard House Parcel and Lynn House Parcel occurs)

ATTACHMENT "H"



Claudia Crow

Friends of the Roswell Butler Hard House
c/o Elizabeth Rimbault
2810 Lone Tree Way #8
Antioch, CA 94509

Re: Hard House, Antioch, CA

At the request of Elizabeth Rimbault, representing the Friends of the Hard House and the Antioch Historical Society Committee, I have made an evaluation of the property at 315 First Street, Antioch, CA., as of July, 2011. The property legal description is Parcel Map 161 Pg 22 Pcl A (APN 066-091-015), a .32 acre site that includes other buildings. At the request of the client, the site under valuation is assumed to be a 5000 sf portion of the site on which the historic Hard House is situated. The improvements consist of a two-story wood frame with brick exterior residence built in 1869. It has approximately 1700 sf. not including an addition reportedly built in 1920. At the request of the client, and due to unsafe conditions, the property was not measured and the interior of the property was viewed only through photographs provided by the client. Only an exterior inspection of the front of the property was conducted, the portion visible from the public street. The intended use of the appraisal is for negotiation with the City of Antioch for acquisition of the Hard House for restoration for public use. This opinion is based upon hypothetical conditions as requested by the client and is restricted to their use only. The opinion is based upon information provided by Elizabeth Rimbault, the Friends of the Hard House, a report prepared for the City of Antioch in 1990 by the architectural firm Architectural Resources Group that was provided for review as well as information from local MLS, area realtors and the appraiser's knowledge of the area.

The subject is in Old Town Antioch, adjacent to the restored Lynn House and backing to Prospect High School. Information provided the appraiser indicates the high school recently acquired a portion of the subject site for a patio. The subject site is near the River front and has a view of the river however a railway line runs between the property and the river. The railway line services the Antioch Train Station in the same block as the subject and is subject to noise from the train and traffic at the station. The condition of the structure is poor based upon information provided and the exterior inspection. There is no plumbing, no heating or cooling; electrical systems have been disconnected and are unusable. The addition at the rear of the structure must be removed as it is deemed inaccessible due to condition. Removal of asbestos used in the structure is also required for health and safety.

Removal of the structure would require special permission and permits from the State of California due to its designation on the Registry of Historic Sites. Removal costs would also involve the hazardous waste removal of the asbestos as indicated for restoration. It is further noted that the site, like the others along First Street, is in a flood zone. In addition, a fault line traverses the site from the southeast corner at the rear to the northwest corner at the front. This may render the site unbuildable as the City building code requires any structure must be constructed at least fifty feet from a fault line.

While no sales of vacant lots could be found in the city during the past three years, likely due to economic conditions, listings of two parcels on 6th Street that have views of the river, are available at \$3.75 and \$4.00 per square foot asking price. These are asking prices, subject to negotiation. These sites are 8000 sf and 10,000 sf respectively and are currently vacant. Historically, negotiated prices for vacant land are approximately 20% below the asking price. Thus, In using these as comparables for lack of other available data, subject's indicated value would be in the range of \$15,000 to \$16,000 if vacant. However, to create a vacant site would require removal of the structure. Figures provided by Elizabeth Rimbault indicate that a dated estimate for removal (including hazardous waste) was between \$150,000 and \$184,000. Inasmuch as costs to make the land vacant far exceed the estimated value as if vacant, the land is estimated to have no value.

Further analysis indicates that because the home is designated as an Historical property its future is limited to what is permissible. To value the property "as is," the appraiser researched improved home sales in Old Antioch. While there are few sales of old homes in the subject area with similar living area, the sales that have occurred indicate a range of \$105,000 to \$175,000. These properties are habitable residences with those in the higher valuation range having been remodeled or updated. These properties do not suffer from the negative influences of the school and/or the railroad. Based upon historical data for similar properties, It would appear that the cost to restore the Hard House to a habitable residence would far exceed the current market value under current market conditions. Thus the subject property is deemed to have negligible market value as of July, 2011.

This opinion of value is not a complete appraisal report. Supporting documentation and information used in the analysis are in the appraiser's office files. Please refer to the definition of *Market Value* and the *Statement of Limiting Conditions* attached.

Yours truly



Claudia R. Crow

AG007694, exp. 12/21/2012

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DEFINITION OF MARKET VALUE

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: buyer and seller are typically motivated; both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; a reasonable time is allowed for exposure in the open market; payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS:

The report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser will not give testimony or appear in court because she made an appraisal of the property in question.
3. The appraiser was unable to inspect the property on the interior and/or measure the property. The appraiser has relied on information from third parties with regard to condition, living area, matters of a legal nature affecting the property, hazardous materials, environmental hazards and other conditions and has assumed the information provided her is factual.
4. The appraiser has assumed hypothetical conditions as outlined by the client and the opinion is based upon the assumption that these conditions can be met.
5. The appraiser has relied on third party information, public records and published multiple listing data in her research and cannot be held liable for any errors in published third party information.

Radabaugh Appraisal Service

2323 Peachtree Circle
Antioch, CA 94509
Phone 925-757-2479
Fax 925-755-5809

August 29, 2011

Friends of Roswell Butler Hard House
2810 Lone Tree Way #8
Antioch, CA 94509

RE: Hard House
Antioch, CA

Dear Friends:

I have been asked to determine a fair market value for the Hard House located at 815 First Street, Antioch, California. As the subject property is not accessible, it was viewed from a drive-by inspection during the month of August. The intended use of the appraisal is for negotiation with the City of Antioch for acquisition of the property to renovate it for public use.

At the request of the client, I am valuing the home "as is" with information supplied by the Friends of Roswell Butler Hard House and Elizabeth Rimbault. It has been requested that I consider the site to be subdivided and approximately 5,000 square feet. The home is approximately 1,700 sf in building area (not including the 1920 addition) and was built in approximately 1869. It is a two-story wood frame and brick home of average quality construction with a view of the San Joaquin River. The home has a Historical Designation.

My opinion of value is based on information supplied to me by Elizabeth Rimbault, the friends of Roswell Butler Hard House, and a report prepared for the City of Antioch in 1990 by Architectural Resources Group. The home has a number of issues that affect the value. In its current condition it is deteriorated on the interior and exterior. The information provided to me indicates that the home has asbestos on the interior that needs to be removed, has no heat or air-conditioning, needs all new electrical, and needs extensive work on both the interior and exterior to make it a marketable property. It also is near the railroad tracks with train noise at all hours of the day and night.

As the site has been designated on the Registry of Historical Sites, removing the structure requires special permission and permits from the State of California granting a removal waiver

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and being validated by several reports. The costs of removal of the hazardous wastes of the asbestos on the site would also be extensive. According to Elizabeth Rimbault, the last estimate for removal, including hazardous waste, was between \$150,000 and \$184,000. Realtors say that figure is low by today's standards.

Another restriction to building on the site is that it is located within a flood zone and an earthquake zone. Under the City of Antioch's building code, you cannot build within 50 feet of the fault line. Therefore, if the house was torn down, the lot would likely become non-buildable due to the fault line crossing at an angle on the site and possibility not allowing enough buildable area. The City of Antioch could allow a variance for someone to build on the site but it would be unlikely that anyone would want to build on the site at this time due to the current market conditions and other external factors that affect the site. The vacant site may have a minimal value as a parking area for the school to the south.

A cost approach was not considered due to the lack of land sales and the condition and age of the home. To determine the current value of the subject, other improved comparable sold and listed homes were considered. These homes have been built in the 1800 to early 1900s and located in the downtown area of Antioch. These comparable properties range in value from approximately \$125,000 to \$220,000. The homes in the higher range have been renovated. Considering the subject's condition, external obsolescence, and the current market conditions, it is unlikely that the subject would have any value. The cost to renovate the home to livable standards would far exceed the value of the improvements. Added to those costs, is the Historical Use, which would limit most other uses. In its current condition the subject property has little to no value due to the external factors and condition of the improvements.

This report is based upon hypothetical conditions as requested by the client and is restricted to the clients use only. This letter of value is based on information supplied by Elizabeth Rimbault and the Friends of Hard House, discussions with area agents and brokers, comparable sales and listings in the area, and the appraiser's knowledge of the area. This letter is not meant to be a full report and information used to support the value can be found in my office files. Special attention should be given to the certification and limiting conditions included with this letter.

Sincerely,



Teri J. Radabaugh
AR009553, expires 5/18/2013

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Certification and Limiting Conditions Statement

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

- the statements of fact contained in this report are true and correct.
- the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- my engagement in this assignment was not contingent upon developing or reporting predetermined results.
- 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.
- I have only made a drive-by inspection from the front of the property located at 815 First Street, Antioch, California. The property was inspected in the month of August 2011.
- no one provided significant real property appraisal assistance to the person signing this certification. Information regarding the condition, cost estimates, reports, and size were supplied by Elizabeth Rimbault and the Friends of Hard House.
- the reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, Teri Radabaugh, has completed the Standards and Ethics Education Requirement of the Appraisal Institute for Associate Members.
- The scope of the discussion in this report is specific to the needs of the client, Friends of Roswell Butler Hard House, and to the intended use of the report. This report was prepared for the sole and exclusive use of the client and its use or reliance on by anyone other than the client is prohibited. The appraiser is not responsible for unauthorized use of the report. If you are not the client listed above, you are a "third party" to the report and are warned not to rely on this report in any way. It's quite possible that your interpretation of the information contained in this report may be incorrect. No one, client or third party, should rely on this report to disclose the condition of the property or the presence/absence of any defects. This is an appraisal report, not a home inspection report.

H6

- This report has extraordinary assumptions and hypothetical conditions. Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property, such as market conditions or trends; or about the integrity of data used in an analysis. Hypothetical conditions assume conditions contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

Definition of market value

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus.



Signature

____September 20, 2011____

Date

H7

Property Detail

Contra Costa, CA GUS KRAMER, ASSESSOR

Parcel # (APN): **066-010-006-6**Use Description: **GOVERNMENT**

Parcel Status:

Owner Name: **ANTIOCH CITY OF**Mailing Address: **PO BOX 5007 ANTIOCH CA 94509-5007**Situs Address: **L ST ANTIOCH CA 94509**

Legal

Description: **IN RO LOS MEDANOS 4.600 AC****ASSESSMENT**Total Value: **\$130,955**Use Code: **79**

Zoning:

Land Value: **\$130,955**Tax Rate Area: **001144**

Census Tract:

Impr Value:

Year Assd: **2011**

Improve Type:

Other Value:

Property Tax:

Price/SqFt:

% Improved

Delinquent Yr

Exempt Amt:

HO Exempt?: **N****SALES HISTORY**

	<u>Sale 1</u>	<u>Sale 2</u>	<u>Sale 3</u>	<u>Transfer</u>
Recording Date:	03/16/2011	11/20/1989	09/08/1972	03/16/2011
Recorded Doc #:	56030	15489-408	6745-206	56030
Recorded Doc Type:				
Transfer Amount:				
Sale 1 Seller (Grantor):				
1st Trst Dd Amt:		Code1:	2nd Trst Dd Amt:	Code2:

PROPERTY CHARACTERISTICS

Lot Acres: 4.600	Year Built:	Fireplace:
Lot SqFt: 200,376	Effective Yr:	A/C:
Bldg/Liv Area:		Heating:
Units:	Total Rooms:	Pool:
Buildings:	Bedrooms:	
Stories:	Baths (Full):	Park Type:
Style:	Baths (Half):	Spaces:
Construct:		Site Inflnce:
Quality:	Garage SqFt:	
Building Class:		Timber Preserve:
Condition:		Ag Preserve:
Other Rooms:		

1. Preliminary Report - CA

CLTA Preliminary Report Form
(Rev. 11/06)

Order Number: 0714-3735265
Page Number: 1



First American Title

First American Title Company

191 Sand Creek Road, Suite 50
Brentwood, CA 94513

Escrow Officer: Stacey Barrack
Phone: (925)240-9901
Fax No.: (866)407-2081
E-Mail: sbarrack@firstam.com

E-Mail Loan Documents to: BrentwoodEDocs@firstam.com
Property: "L" Street and Marina Plaza
Antioch, CA

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

First American Title

Dated as of April 01, 2011 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

To Be Determined

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

CITY OF ANTIOCH, A MUNICIPAL CORPORATION

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A fee.

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2011-2012, a lien not yet due or payable.
2. The land lies within the boundaries of pending assessment Suisun Bay Channel and New York Slough Channel, Maintenance Assessment District 1999-1, as disclosed by an assessment district map filed November 23, 1999 in Book 65, Pages 41 & 42 of maps of assessment and community facilities districts, recorded November 23, 1999 as Instrument No. 1999-0306883-00 of Official Records.
3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
4. An easement for pole lines and incidental purposes, recorded January 16, 1913 as Book 194, Page 274 of Deeds.
In Favor of: Pacific Gas and Electric Company
Affects: As described therein

The location of the easement cannot be determined from record information.

5. The effect of a map purporting to show the land and other property, filed October 9, 1957 in Book 17, Page 42 of Record of Surveys.

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6. The fact that the land lies within the boundaries of the Antioch Redevelopment Project Area No. 1, as disclosed by the document recorded August 1, 1975 as Instrument No. 75-69311 in Book 7581, Page 986 of Official Records.

Document(s) declaring modifications thereof recorded November 1, 1999 as Instrument No. 1999-289937 of Official Records.

Document(s) declaring modifications thereof recorded July 3, 2007 as Instrument No. 2007-192911 of Official Records.

7. A lease dated August 11, 1988, executed by City of Antioch as lessor and State of California acting through the Department of Fish and Game as lessee, recorded November 15, 1988 as Instrument No. 88-211818 in Book 14715, Page 220 of Official Records.

Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not shown by the public records.

8. The terms and provisions contained in the document entitled "Grant Deed" recorded March 16, 2011 as Instrument No. 2011-0056030-00 of Official Records.

9. The lack of a right of access to and from the land.

10. Additional matters, if any, following review by the Company's Waterways and Boundaries Underwriter.

11. Rights of parties in possession.

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INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. General and special taxes and assessments for the fiscal year 2010-2011.

First Installment:	\$0.00, NOTAXDUE
Penalty:	\$0.00
Second Installment:	\$0.00, NOTAXDUE
Penalty:	\$0.00
Tax Rate Area:	01-144
A. P. No.:	066-010-006-6-01

2. The property covered by this report is vacant land.

3. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None

4. We find no open deeds of trust. Escrow please confirm before closing.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

First American Title

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WIRING INSTRUCTIONS

PAYABLE TO: FIRST AMERICAN TITLE COMPANY
BANK: First American Trust, FSB
ADDRESS: 5 First American Way, Santa Ana, CA 92707
ACCOUNT NO: 3004780000
ROUTING NUMBER: 122241255

PLEASE REFERENCE THE FOLLOWING:

CUSTOMER NAME:

FILE NUMBER: 0714-3735265 (SB)
ATTENTION: STACEY BARRACK

PLEASE USE THE ABOVE INFORMATION WHEN WIRING FUNDS TO **FIRST AMERICAN TITLE COMPANY. FUNDS MUST BE WIRED FROM A U.S. BANK.** PLEASE NOTIFY **STACEY BARRACK** AT (925)240-9901 OR sbarrack@firstam.com WHEN YOU HAVE TRANSMITTED YOUR WIRE. FAX NUMBER: (866)407-2081

FIRST AMERICAN TRUST CONTACT INFO: Banking Services 1-877-600-9473

**ALL WIRES WILL BE RETURNED IF THE FILE NUMBER
AND/OR NAME(S) ARE NOT INCLUDED**

First American Title

Order Number: 0714-3735265

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LEGAL DESCRIPTION

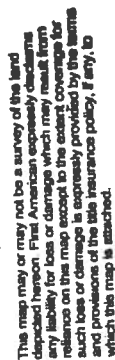
Real property in the City of Antioch, County of Contra Costa, State of California, described as follows:

PORTION OF THE RANCHO LOS MEDANOS AND PORTION OF SWAMP AND OVERFLOW SURVEY NO. 7, DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTHERN LINE OF THE RIGHT OF WAY OF THE ATCHISON, TOPEKA & SANTA FE RAILROAD, AT THE SOUTHEAST CORNER OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM LESTER L. ROBINSON, TO M.D KEENEY, RECORDED JANUARY 9, 1892, IN BOOK 62 OF DEEDS, PAGE 12; SAID PIONT OF BEGINNING ALSO BEING THE NORTHERLY EXTENSION OF THE WEST LINE OF "L" STREET; THENCE FROM SAID POINT OF BEGINNING NORTH ALONG SAID NORTHERLY EXTENSION AND ALONG THE EASTERN LINE OF SAID KEENEY PARCEL (62 D 12) 565.65 FEET TO THE NORTHERN LINE OF SAID RANCHO LOS MEDANOS, AS DESCRIBED IN BOOK 1 OF PATENTS, PAGE 375; THENCE ALONG SAID NORTHERN LINE AS FOLLOWS: SOUTH 43 30' EAST 59.66 FEET; SOUTH 20° 30' EAST 396 FEET AND SOUTH 46° EAST 298.56 FEET TO THE WESTERN LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM C.A. HOOPER & CO. TO FRED F. BALL, RECORDED DECEMBER 19, 1919, IN BOOK 355 OF DEEDS, PAGE 48; THENCE SOUTH ALONG SAID WESTERN LINE 140.20 FEET TO THE NORTHERN LINE SAID ATCHISON, TOPEKA & SANTA FE RIGHT OF WAY; THENCE NORTH 83°22' WEST ALONG SAID NORTHERN LINE 573.83 FEET TO THE POINT OF BEGINNING.

APN: 066-010-006-6-01

First American Title



Description: Contra Costa, CA Assessor Map 66.1 Page: 1 of 1
Order: CC Comment:

NOTICE

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

If you have any questions about the effect of this new law, please contact your local First American Office for more details.

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy; or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

First American Title

**3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant, (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

**5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

First American Title

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy;
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy); or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
(i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
(ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
(iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
(a) to timely record the instrument of transfer; or
(b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance

First American Title

- resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
 3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
 4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**10. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL
TITLE INSURANCE POLICY - 1987
EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

* land use	* land division
* improvements on the land	* environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
 - * a notice of exercising the right appears in the public records on the Policy Date
 - * the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.
3. Title Risks:
 - * that are created, allowed, or agreed to by you
 - * that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
 - * that result in no loss to you
 - * that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - * to any land outside the area specifically described and referred to in Item 3 of Schedule A, or
 - * in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

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11. EAGLE PROTECTION OWNER'S POLICY**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 2008
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 2008**

Covered Risks 16 (Subdivision Law Violation), 18 (Building Permit), 19 (Zoning) and 21 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building
 - b. zoning
 - c. land use
 - d. improvements on the land
 - e. land division
 - f. environmental protectionThis Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

12. THIRD GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (1/01/08)**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions, or location of any improvement erected on the Land; (iii) the subdivision of land; or (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

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- (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing business laws of the state where the Land is situated.
 - 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
 - 6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
 - 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
 - 8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

13. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
- 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
- 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

14. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006

WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 13 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

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1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

**15. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

**16. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 15 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

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Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.


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ASSIGNMENT
DIAGRAM

05-4-2

3. Exception_02a_19990306883


CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 1999-0306883-00
Check Number
T, NOV 23, 1999 11:28:00
MIC \$1.00 MRC \$10.00
Ttl Pd \$11.00 Nbr-0000739388
cmb/RS/___-2

DATE November 23, 1999

MAP TITLE ASSESSMENT DIAGRAM

OWNERS

CONTRA COSTA COUNTY WATER AGENCY

LOCATION SAN FRANCISCO BAY TO STOCKTON, CALIFORNIA
(SUISUN BAY CHANNEL AND NEW YORK SLOUGH CHANNEL)
MAINTENANCE ASSESSMENT DISTRICT 1999-1
CONTRA COSTA COUNTY WATER AGENCY AND STOCKTON PORT DISTRICT
UNDER JOINT EXERCISE OF POWERS AGREEMENT
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA

FILED AT THE REQUEST OF CONTRA COSTA COUNTY

DATE NOVEMBER 23, 1999

CONTRA COSTA COUNTY RECORDS

STEPHEN L. WEIR
COUNTY RECORDER

FEES 11.00

MAP BOOK 65 ASSESSMENT DISTRICT MAPS

PAGE 41 & 42

PROPOSED BOUNDARY BK 65 PG 8

END OF DOCUMENT

4. Exception_04_194_274

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the day and year first above written.

Signed, Sealed and Delivered in
the presence of

(((CORP'T SEAL)))

HERBERT F. BROWN INCORPORATED (SEAL)

By Herbert F. Brown, President.

STATE OF CALIFORNIA)
) SS
County of Contra Costa)

On this 10th day of January, in the year one thousand nine hundred and thirteen
fore me, WILLIAM L. BROWN, a Notary Public in and for the County of
Contra Costa, personally appeared Herbert F. Brown, known to me to be the
President of the corporation described in and that executed the within in-
strument, and also known to me to be the person who executed it on behalf of the
corporation therein named, and he acknowledged to me that such corporation
executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official
seal, at my office in the County of Contra Costa, the day and year in this
Certificate first above written.

William L. Brown
Notary Public in and for the County of Contra
Costa, State of California.
(((NOT'L SEAL)))

Recorded at the Request of Martinet Abstract & Title Co. Jan'y. 16, A.D.
1913, at 42 min. past 3 o'clock P.M.

W. L. Brown
County Recorder.

—3301000—

THIS AGREEMENT, made by and between C. A. HUMPHREY & CO., a corporation of the
State of California, the party of the first part, and the PACIFIC GAS AND
ELECTRIC COMPANY, a corporation of the State of California, the party of the second
part,

WITNESSETH: That the party of the first part for and in consideration of
the sum of five dollars (\$5.) in gold coin of the United States of America, to
it paid by the said party of the second part, the receipt whereof is hereby
acknowledged, does hereby grant unto the said party of the second part, its suc-
cessors and assigns, the right of erecting, constructing, reconstructing, replac-
ing, repairing, maintaining and using for the transmission and distribution of
electricity a single line of poles and wires suspended thereon and supported
thereby, and wires for telephone and telegraph purposes, and all necessary and
proper crossarms, braces, connections, fastenings and other appliances and fix-

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fixtures for use in connection therewith, together with necessary right of way therefor, and the right of ingress thereto and egress therefrom, upon, over and across the lands of the party of the first part, situate in the County of Contra Costa, State of California, being a portion of the Rancho Los Medanos, and more particularly described as follows, to wit:

Bounded on the North by the San Joaquin River; on the East by the Easterly line of the land of the Antioch Asparagus Company, extended Northerly; on the South by the land of the Antioch Asparagus Company, and on the West by the Westerly line of the land of the Antioch Asparagus Company, extended Northerly; said land of Antioch Asparagus Company being particularly described in the deed of C. A. Hooper and C. W. Hooper to Hunt Brothers Company, recorded in the office of the County Recorder of said County of Contra Costa, in Volume 193 of Deeds, at page 228.

The line of poles and wires, for which the above right of way is hereby granted has heretofore been erected, maintained and used across said land by said party of the second part, and its predecessors in interest, and it is expressly understood and agreed that the location thereof shall not be changed, nor the number of poles increased.

The party of the first part also grants to the party of the second part the right of patrolling said line of poles and wires and of erecting, maintaining and using gates in all fences which cross or hereafter shall cross said right of way.

Nothing herein contained shall be construed as limiting or restricting the said party of the first part, its successors or assigns, in using said right of way for agricultural, grazing or any other purpose, so far as the same, or any part thereof, may be so used without unreasonably interfering with the use of said right of way for the purposes aforesaid by said party of the second part, its successors and assigns.

It is further understood and agreed that all wires and crossarms shall be erected and at all times maintained at least twenty five (25) feet above the surface of the ground at all points along said right of way, and that a uniform clearance of at least twenty five (25) feet shall be maintained above the ground at all points along said right of way.

The said party of the second part, for itself, its successor, successors and assigns, covenants and agrees that it will promptly pay unto the party of the first part, its successor, successors and assigns, all damage done to growing crops, stock, of any kind, fences, or any other property of the party of the first part, its successor, successors and assigns, due to the erection, construction, repairing maintaining or using of said line of poles, or wires, or both, including all damage done to such property by or through or resulting from, directly or indirectly, the breaking of said wires, or the falling of said poles.

This grant is made upon the following express conditions, subsequent, to w. t.:

That in case said line of poles and wires shall be abandoned in whole or in part, or in case said right of way shall not be used solely for the purposes for which it is hereby granted as aforesaid, then each and every right hereby granted shall forthwith cease and terminate and the party of the second part, its successor successors or assigns, shall forthwith remove said line of poles and all wires

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and structures of every kind from said premises. If, in any such event, said party of the second part, its successor, successors or assigns, shall fail to remove said line of poles and wires or structures, as aforesaid, for a period of sixty days, then the said party of the second part, its successor, successors or assigns may remove same, and the said party of the second part, for itself, its successor, successors and assigns, hereby covenants and agrees to pay to the party of the first part, its successor, successors and assigns, not only the expense of removing the said line of poles and wires and structures, but also any damages that may have been sustained by reason of the failure of the party of the second part, its successors, successors or assigns to remove the same.

AND WHEREAS, the existence of said line of poles and wires will prevent the use of a dredger in repairing and maintaining that portion of the levee of the party of the first part on which one of said poles is erected, and above which said wires and structures are suspended, now therefore, the party of the second part covenants and agrees that it will, on demand, and from time to time, pay to the party of the first part, its successors and assigns, whatever extra cost may necessarily be incurred by the party of the first part, its successors or assigns, in repairing and maintaining said portion of said levee over and above the cost of repairing and maintaining the same by the use of a dredger.

IN WITNESS WHEREOF, the said parties to this grant have hereunto, by their proper officers thereunto duly authorized, caused these presents to be duly executed this 31st day of December, 1912.

(((COPIES SEAL)))

C. A. ROOPER & CO.,

By C. A. Rooper
President.

Attest:

Rudolph Bode,
Assistant Secretary.

(((COPIES SEAL)))

PACIFIC GAS AND ELECTRIC COMPANY,

By John A. Britton
Its Vice-President & General Manager

Attest:

E. H. Foote
Its Secretary.

APPROVED AS TO DESCRIPTION:

E. R. Hurley
Mngr. Land Dept.

APPROVED AS TO FORM:

S. H. Surman
Attorney.

STATE OF CALIFORNIA)

City and County of San Francisco) ss

On this 2nd day of January, in the year one thousand nine hundred and thirteen, before me, C. R. SESSING, a Notary Public in and for the said City and County of San Francisco, residing therein, duly commissioned and sworn, personally appeared C. A. Hooper and Rudolph Bode, known to me to be the President and Assistant Secretary respectively, of C. A. Hooper & Co., the Corporation that executed the within and foregoing instrument, and to be the Officers who executed the said instrument on behalf of said corporation therein named, and acknowledged to me that such corporation executed the same.

Best Copy Available

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the said City and County of San Francisco, the day and year last above written.

C. R. Sessions
Notary Public in and for the City and
County of San Francisco, State of
California.

(((NOT'L SEAL)))

State of California)
(ss
City and County of San Francisco)

On this 14th day of January, in the year One Thousand Nine Hundred and Thirteen, before me, R. J. CANTRELL, a Notary Public in and for the said City and County of San Francisco, residing therein, duly commissioned and sworn, personally appeared John A. Britton and D. H. Foote, known to me to be the Vice President & General Manager & Secretary respectively, of PACIFIC GAS AND ELECTRIC COMPANY, the Corporation that executed the within and foregoing instrument, and to be the officers who executed the said instrument on behalf of said Corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

R. J. Cantrell
Notary Public in and for the City and
County of San Francisco, State of
California.

(((NOT'L SEAL)))

Recorded at Request of Wells, Fargo & Co., Jan'y. 16, A. D. 1913, at 10 min. past 4 P.M.


County Recorder.

—ccolccc—

THIS INSTRUMENT Made the 6th day of November 1912, between I. SALSMAN, of the City and County of San Francisco, State of California, party of the first part, and Olga Salsman, of the same place, party of the second part,

WITNESSETH: That the said party of the first part for and in consideration of the love and affection which he bears to the party of the second part, does hereby give, grant, transfer, sell, assign all his right, title, interest, claim estate or equity in the following described property and interests in property and contracts, all of which stand in the name of John B. Coleman, as follows:

6. Exception_06_7581_986

AUG - 1 1975 - 69311
RECORDED AT REQUEST OF
City of Antioch
AUG - 1 1975
AT 4:30 O'CLOCK P. M.
CONTRA COSTA COUNTY RECORDS
J. R. OLSON
COUNTY RECORDER
FEE: 0800

NOTICE

PLEASE TAKE NOTICE THAT THE CITY OF ANTIOCH AND THE ANTIOCH DEVELOPMENT AGENCY HAVE INSTITUTED PROCEEDINGS PURSUANT TO THE CALIFORNIA REDEVELOPMENT LAW (SECTION 33000 ET SEQ. OF THE HEALTH & SAFETY CODE) FOR THE REDEVELOPMENT OF THE ANTIOCH DEVELOPMENT AGENCY PROJECT AREA. SAID PROJECT AREA IS MORE PARTICULARLY DESCRIBED IN THE EXHIBIT MARKED EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

ATTEST:

SEAL AFFIXED

Dorothy P. Marks
Dorothy P. Marks, Secretary
Antioch Development Agency

EXHIBIT "A"

PROJECT AREA
BOUNDARY DESCRIPTION

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Beginning at the most northerly boundary corner of the City of Antioch; thence generally south along the West boundary to a point on the north line of State Highway 4 and its intersection with the east line of the Los Medanos Wasteway; thence southerly along said east line to the south line of Delta Fair Boulevard; thence easterly along said south line to the northwest corner of Parcel 74-123-04; thence southerly and easterly along the west and south boundaries of said parcel to the west line of Fairview Drive; thence southerly along said west line to the north line of Parcel 74-123-05; thence westerly along said north line to the north line of a 100 foot East Bay Municipal Utility District right-of-way; thence westerly along said north line to the east line of said Los Medanos Wasteway; thence southerly along said east line to the south line of Buchanan Road; thence easterly along said south line to the northwest corner of Parcel 75-010-07; thence southerly and easterly along south and west boundaries of said parcel to the center line of Somersville Road; thence southerly along said center line to a point on the southwest line of the Contra Costa Canal, said point being on the boundary of the City of Antioch; thence southerly, easterly, and northerly along said boundary to said southwest line of the Contra Costa Canal; thence northerly along said southwest line to the east line of Markley Creek; thence northeasterly along said east line to the west line of Parcel 76-030-068; thence southerly, easterly, and northerly along the west, south, and east boundary lines of said parcel to the east line of Markley Creek; thence northeasterly along said east line to the north line of Mahogany Way; thence westerly along said north line to the southwest corner of Parcel 74-370-008; thence northerly along the west line of said parcel to the south line of Sycamore Drive; thence easterly along said south line to the northeast corner of said Parcel 74-370-008; thence northerly across Sycamore Drive and along the east boundary of Parcel 74-370-004 to the south line of the Southern Pacific Railroad; thence easterly along the Southern Pacific Railroad to a point which is south of the southwest corner of Parcel 74-321-002; thence northwesterly along the south line of Fairview Terrace subdivision to the southeast corner of Parcel 74-160-003; thence along the southeast boundary of said parcel to the north line of West 18th Street; thence along said north line to the southeast corner of Parcel 74-171-003; thence along the west line of the Fairview Terrace subdivision to a point on the south line of Parcel 74-160-001; thence easterly along the north line of Parcel 74-160-008 and Parcel 74-334-027 to the northeast corner of said Parcel 74-334-027; thence north along the east line of Parcel 74-334-026 and Parcel 74-334-015 to the south line of 10th Street; thence easterly along the south line of 10th Street to the west line of Parcel 67-021-001; thence southerly and easterly along the boundary of said parcel and Parcel 67-021-002 and across "L" Street to the east line; thence south to the southwest corner of Parcel 67-022-002; thence easterly along the north line of Loma Lane to the east line of "H" Street; thence northerly to the northwest corner of Parcel 67-050-016; thence easterly to the east line of "G" Street; thence southerly to the southwest corner of Parcel 67-060-001; thence easterly and northerly along said boundary to the south line of 10th Street; thence westerly to a point which is south of the

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southeast corner of Parcel 66-207-014; thence northerly along the east line of Parcel 66-207-014 and 66-207-008 to the south line of 9th Street; thence west to the east line of "G" Street; thence northerly to the northwest corner of Parcel 66-203-014; thence westerly to the west line of "H" Street; thence southerly to the southeast corner of Parcel 66-205-008; thence westerly to the southeast corner of Parcel 66-217-007; thence along the boundary of said parcel northerly and westerly to the west line of "L" Street; thence southerly to the north line of 10th Street; thence westerly to the west line of "O" Street; thence northerly along "O" Street to the northeast corner of Parcel 74-130-043; thence westerly 150 feet; thence northerly to the south line of 6th Street; thence east to the east line of "M" Street; thence north to the south line of 4th Street; thence east to the east line of "L" Street; thence north to the northwest corner of Parcel 66-103-008; thence easterly to the southwest corner of Parcel 66-092-012; thence southerly to the south line of 3rd Street; thence easterly to the northeast corner of Parcel 66-107-009; thence south to the south line of Fourth Street; thence east to the northeast corner of Parcel 66-133-010; thence south to the southeast corner thereof; thence easterly to the east line of "I" Street to the west line of Parcel 66-141-006; thence southerly, easterly, and northerly along the west, south, and east boundary of said parcel to the northwest corner of Parcel 66-141-005; thence easterly to the west line of "H" Street; thence southerly to the south line of 6th Street; thence easterly to the east line of "F" Street; thence northerly to the south line of 4th Street; thence easterly to the northeast corner of Parcel 66-144-009; thence northerly to the northwest corner of Parcel 66-057-004; thence easterly and along the north lines of Parcels 66-057-004, 66-057-003, 66-057-002, and 66-057-001 to the east line of "E" Street; thence northerly to the south line of 3rd Street; thence east to the west line of "C" Street; thence southerly to the south line of 4th Street; thence easterly to the west line of "B" Street; thence southerly to the south line of 6th Street; thence easterly to the northeast corner of Parcel 66-161-013; thence southerly to the north line of 8th Street; thence westerly to the southwest corner of Parcel 66-163-003; thence southerly to the north line of 9th Street; thence westerly to the west line of "B" Street; thence southerly to the north line of 10th Street; thence westerly to the southwest corner of Parcel 66-189-003; thence southerly and easterly along the boundary of Parcel 67-092-001, to the northeast corner of Parcel 67-092-003; thence southerly to the southeast corner of Parcel 67-093-016; thence westerly, southerly; and easterly along the north, west, and south boundary lines of Parcel 67-093-019 to the northwest corner of Parcel 67-102-067; thence southerly to the southwest corner of Parcel 67-102-052; thence easterly to the northeast corner of Parcel 67-102-007; thence southerly to the south side of 15th Street; thence easterly to the northeast corner of Parcel 67-103-026; thence southerly to the southeast corner thereof; thence southerly, easterly, southerly, and westerly along the eastern boundary lines of Parcel 67-103-017 to the northwest corner of Parcel 67-103-018; thence southerly to the south line of 17th Street; thence west and south along the boundary of Parcel 67-243-030 to the southwest corner thereof; thence westerly to the northwest corner of Parcel 67-243-006; thence southerly to the south line of 18th Street; thence westerly to the northwest corner of Parcel 67-246-008; thence southerly to the southwest corner thereof; thence westerly to the northeast corner of Parcel 67-262-002; thence southerly

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281-127-127

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to the north line of 19th Street; thence westerly to the southwest corner of Parcel 67-251-004; thence northerly to the northwest corner thereof; thence westerly to the east line of "D" Street; thence southerly to the north line of 20th Street; thence easterly to the east line of "C" Street; thence northerly to the northwest corner of Parcel 67-263-004; thence easterly to the northeast corner of Parcel 67-263-001; thence southerly to the northwest corner of Parcel 67-251-010; thence easterly to the northeast corner of Parcel 67-251-009; thence southerly to the south line of 20th Street; thence easterly to the northeast corner of Parcel 67-252-007; thence southerly to the southeast corner thereof; thence westerly to the southwest corner of Parcel 67-252-001; thence northerly to the southeast corner of Parcel 67-266-007; thence westerly to the east line of "C" Street; thence north to the south line of 20th Street; thence westerly to the east line of "D" Street; thence southerly to the south line of Parcel 67-277-002; thence southeast to the northeast corner of Parcel 67-274-005; thence southerly to the south line of West Madison Street; thence easterly to the northwest corner of Parcel 67-275-023; thence southerly to the south line of Rossi Avenue; thence west, south, and east along the boundary line of Parcel 67-282-029 to the northwest corner of Parcel 67-282-026; thence southerly to the south line of Texas Street; thence easterly to the west line of "A" Street; thence southerly to the north line of Brike Street; thence easterly to the southeast corner of Parcel 68-142-019; thence westerly and northerly along the boundary of subdivision Sunset Gardens to the south line of Brian Ave; thence easterly to the point south of the southeast corner of Parcel 68-132-036; thence northerly to the northeast corner of said parcel; thence easterly, northerly, and westerly along the boundary of Parcel 68-132-033 to the southeast corner of Parcel 68-132-037; thence northerly to the northeast corner of Parcel 68-131-037; thence easterly and northerly along the south and east boundary of Parcel 68-131-031, to the south line of Southern Pacific Railroad; thence along said south line northwesterly to the east line of "A" Street; thence northerly to the south line of 19th Street; thence easterly to the point which is south of the southeast corner of Parcel 68-011-034; thence northerly along the east boundary lines of Parcels 68-011-044 and 68-011-001 to the south line of E. 18th Street; thence easterly to the west line of Evergreen Avenue; thence southerly to the point which is west of the southwest corner of Parcel 68-017-010; thence easterly to the southeast corner thereof; thence northerly to the south west corner of Parcel 68-041-002; thence easterly to the east line of Midwest Lane; thence northerly to the southwest corner of Parcel 68-041-011; thence easterly to the southeast corner of said parcel; thence southerly to the southwest corner of Parcel 68-041-013; thence easterly to the east line of Alpha Way; thence southerly to the southwest corner of Parcel 68-042-023; thence easterly to the southeast corner thereof; thence southerly to the southwest corner of Parcel 68-042-003; thence easterly to the east line of Crestwood Drive; thence northerly to the northwest corner of Parcel 68-043-011; thence easterly to the southeast corner of Parcel 68-046-034; thence northerly and easterly along the west and north boundary lines of Parcel 68-046-003 to the east line of Cavallo Road; thence north to the southwest corner of Parcel 68-051-015; thence easterly to the southeast corner of Parcel 68-051-019; thence southerly to the southwest corner of Parcel 68-051-042; thence easterly to the southwest corner of Parcel 68-051-024; thence northerly to the northwest

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corner of Parcel 68-051-037; thence easterly to the east line of Biglow Drive; thence northerly to the north line of E. 18th Street; thence easterly to the west line of Hillcrest Avenue; thence southerly along the west line of Hillcrest Avenue to a point which is west of the south west corner of Parcel 51-272-025; thence easterly and northerly along the south and east boundary of said parcel to the south line of E. 18th Street; thence easterly to the northeast corner of Parcel 51-272-006; thence southerly to the southeast corner of Parcel 51-242-005; thence westerly to the east line of Hillcrest Avenue, said line being the Antioch City Limits; thence along said Antioch City Limits line southerly, easterly, northerly, and westerly to the southeast corner of Parcel 51-263-019; thence westerly to the southwest corner of Parcel 51-265-035; thence westerly along the south lines of Parcels 51-120-022 and 51-120-023 to the southeast corner of Parcel 51-120-016; thence westerly to the east line of Hillcrest Avenue; thence northerly to a point which is east of the northeast corner of Parcel 65-262-024; thence westerly to the southeast corner of Parcel 65-262-027; thence westerly along the south line of Lake Alhambra subdivision to the southeast corner of Parcel 65-235-019; thence northerly to the south line of South Lake Drive; thence westerly to the west line of Alhambra Drive; thence southerly to the northeast corner of Parcel 65-142-023; thence along the boundary of said parcel westerly to the east line of Amber Drive; thence northerly to a point which is east of the southeast corner of Parcel 65-143-013; thence westerly to the southwest corner of Parcel 65-143-007; thence northerly to the north line of Amber Drive; thence westerly to the east line of Cavallo Road; thence northerly to a point which is east of the northeast corner of Parcel 65-151-037; thence westerly to the northwest corner thereof; thence southerly to the northeast corner of Parcel 65-151-002; thence westerly to the west line of Moia Avenue; thence southerly to the northeast corner of Parcel 65-152-043; thence westerly to the west line of Wisner Drive; thence northerly to the northeast corner of Parcel 65-152-027; thence westerly and southerly along the north and west lines of said parcel to the northeast corner of Parcel 65-161-001; thence westerly to the west line of Marie Avenue; thence northerly to the southeast corner of Parcel 65-164-012; thence westerly, northerly, and westerly along the boundary of Parcel 65-164-023 to the northwest corner thereof; thence northerly to the south line of East 16th Street; thence westerly to the northeast corner of Parcel 65-172-022; thence southerly to the southeast corner thereof; thence westerly to the north west corner of Parcel 65-172-027; thence southerly to the southeast corner of Parcel 65-172-007; thence westerly along the boundary lines of Parcels 65-172-024, 65-172-025, and 65-172-026 to the northwest corner of Parcel 65-172-028; thence northerly to the southeast corner of Parcel 65-183-009; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-007; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-006; thence westerly to the southwest corner of Parcel 65-183-004; thence northerly to the north line of East 16th Street; thence westerly to the southwest corner of Parcel 65-182-030; thence northerly to the northwest corner thereof; thence easterly to the southeast corner of Parcel 65-182-027; thence northerly to the northwest corner of Parcel 65-191-020; thence easterly to the southeast corner of Parcel 65-181-014; thence northerly and westerly along the east and north line of said parcel to the east line of "A" Street; thence northerly to the northwest corner of Parcel 65-181-016; thence westerly to the southeast

AP:JF:

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corner of Parcel 65-075-002; thence northerly to the north line of E. 13th Street; thence easterly to the southeast corner of Parcel 65-071-009; thence northerly to the southeast corner of Parcel 65-064-005; thence westerly to "A" Street; thence northerly to the southwest corner of Parcel 65-061-000; thence easterly to the southeast corner thereof; thence northerly to the north line of Wilbur Avenue; thence easterly to the southeast corner of Parcel 66-164-007; thence northerly to the point on the south line of Parcel 66-164-010; thence westerly to the southwest corner of Parcel 66-164-013; thence northerly to the north line of 7th Street; thence easterly to the southeast corner of Parcel 66-162-008; thence northerly to a point on the south line of Parcel 66-162-011; thence easterly and northerly along the southerly and easterly boundaries of said parcel to the south line of 6th Street; thence northerly to the southeast corner of Parcel 66-032-018; thence northerly to the northeast corner thereof; thence easterly to the east line of the roadway described in Book 27 of Deeds at Page 475; thence southerly along the east line thereof to the northwest corner of Parcel 65-050-026; thence easterly to the northeast corner of Parcel 65-050-013; thence north, east, and south along the boundary of Parcel 65-050-006 to the northwest line of Parcel 65-050-005; thence easterly along the northerly and easterly property lines of Parcels 65-050-005, and 65-050-029, to the northeast corner of Parcel 65-050-029; thence southerly to the northerly most point of Parcel 65-050-017; thence southeasterly along the eastern boundary of said Parcel 65-050-017 to the north line of Wilbur Avenue; thence easterly along the north line of Wilbur Avenue to a point which is north of the west line of Marie Avenue; thence south to the south line of Wilbur Avenue; thence east to the northeast corner of Parcel 65-101-014; thence southerly to the northwest corner of Parcel 65-101-015; thence easterly to the northeast corner of Parcel 65-110-012, said corner being on the Antioch City Limits; thence along northerly, and westerly along said City of Antioch boundary to the point of beginning.

* * * * *

END OF DOCUMENT

7. Exception_06a_19990289937

17

OFFICE OF THE CITY CLERK



L. JOLENE MARTIN
City Clerk

Recording Requested by
and When Recorded Return to:

City Clerk
City of Antioch
P.O. Box 5007
Antioch, CA 94531-5007

CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 1999-0289937-00
M, NOV 01, 1999 15:02:03
FEE \$0.00
Ttl Pd \$0.00 Nbr-0000718867
lrc/RB/1-17

**NOTICE OF ADOPTION OF AN AMENDMENT TO THE REDEVELOPMENT PLAN
FOR THE ANTIOCH REDEVELOPMENT PROJECT**


NOTICE IS HEREBY GIVEN that the City Council of the City of Antioch adopted Ordinance NO. 963-C-S and 964-C-S on October 26, 1999, approving and adopting the Amendment to the Redevelopment Plan for the Antioch Redevelopment Project.

A legal description of the boundaries of the Project Area is attached hereto as Exhibit A and incorporated herein by reference.

Proceeding for the redevelopment of the Project Area, as amended, have been instituted under the California Community Redevelopment Law (Health and Safety Code Section 3300 et seq.).

Filed for recordation with the County Recorder of Contra Costa County by order of the City Council of the City of Antioch, California.

Dated: October 29, 1999


City Clerk
City of Antioch

Attachment

289937

ORDINANCE NO. 963-C-S

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF ANTIOCH ESTABLISHING AND AMENDING
CERTAIN LIMITATIONS WITH RESPECT TO THE
REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT**

WHEREAS, the City Council of the City of Antioch (the "City Council") adopted Ordinance No. 290-C-S on July 15, 1975, approving and adopting the Redevelopment Plan (the "Redevelopment Plan") for the Antioch Redevelopment Project (the "Project"); and

WHEREAS, on April 10, 1979, the City Council adopted Ordinance No. 398-C-S, approving and adopting an amendment to the Redevelopment Plan; and

WHEREAS, on November 12, 1986, the City Council adopted Ordinance No. 653-C-S, establishing certain limitations with respect to the Redevelopment Plan; and

WHEREAS, the Antioch Development Agency (the "Agency") has been designated as the official redevelopment agency in the City of Antioch to carry out the functions and requirements of the Community Redevelopment Law of the State of California (Health and Safety Code Section 33000 et seq.) and to implement the Redevelopment Plan; and

WHEREAS, Section 33333.6 of the Community Redevelopment Law requires that every redevelopment plan adopted on or before December 31, 1993, contain certain limitations: (1) if the plan contains the provisions set forth in Section 33670 of the Community Redevelopment Law ("tax increment authority"), a time limit on the establishing of loans, advances and indebtedness which shall not exceed 20 years from the adoption of the redevelopment plan or January 1, 2004, whichever is later; (2) a time limit on the effectiveness of the redevelopment plan which shall not exceed 40 years from the adoption of the redevelopment plan or January 1, 2009, whichever is later; and (3) a time limit on the repayment of indebtedness which shall not exceed 10 years from the termination of the effectiveness of the redevelopment plan; and

WHEREAS, Section 33333.6 further provides that a redevelopment plan adopted prior to January 1, 1994, may be amended by the legislative body by adoption of an

STATE OF CALIFORNIA
County of Contra Costa
City of Antioch

I, L. JoJene Martin, City Clerk in and for said City of Antioch, County of Contra Costa, State of California, do hereby certify under penalty of perjury that the hereto attached and foregoing paper is a full, true and correct copy of _____ Ordinance No. 963-C-5 now on file in this office of said city.

WITNESS, my hand, and Official Seal, this 29th day of October 19 99

L. JoJene Martin
City Clerk, City of Antioch
Contra Costa County, California

284437

289937

ordinance on or after January 1, 1999, but on or before December 31, 1999, provided that the redevelopment plan as so amended does not exceed the terms provided in that section; and

WHEREAS, Ordinance No. 653-C-S established a time limit for incurring indebtedness that exceeds the maximum permitted by subdivision (a) of Health and Safety Code Section 33333.6 and, therefore, should be amended; and

WHEREAS, the Redevelopment Plan contains an ambiguous termination date for the Redevelopment Plan that should be clarified; and

WHEREAS, a time limit for repayment of indebtedness in accord with Health and Safety Code Section 33333.6 should be established;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANTIOCH DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. A new sentence is hereby added to the end of the last paragraph of subsection 1 of Section 1201 of the Redevelopment Plan to read as follows:

"The Agency shall not establish or incur loans, advances or indebtedness to finance, in whole or in part, the Project after January 1, 2004."

SECTION 2. The existing sentence in Section 406 of the Redevelopment Plan is hereby deleted and replaced by the following:

"Except for the nondiscrimination and nonsegregation provisions that shall run in perpetuity, the provisions of this Plan shall be effective, and the provisions of other documents formulated pursuant to this Plan may be made effective, for forty (40) years from the date of adoption of this Plan. Based upon the date of adoption of the Redevelopment Plan, the effectiveness of the Redevelopment Plan shall terminate on July 15, 2015."

SECTION 3. The Agency shall not pay indebtedness or receive property taxes pursuant to Health and Safety Code Section 33670 after ten (10) years from the termination of the effectiveness of the Redevelopment Plan, as established in Section 2 of this Ordinance. Based upon the termination date established in Section 2 of this Ordinance, the Agency shall not pay indebtedness or receive property taxes pursuant to Section 33670 after July 15, 2025.

289937

SECTION 4. Ordinance Nos. 290-C-S, 398-C-S and 653-C-S are continued in full force and effect as amended by this Ordinance.

SECTION 5. The City Clerk is hereby directed to send a certified copy of this Ordinance to the Agency.

SECTION 6. Severability. If any part of this Ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance, and this City Council hereby declares that it would have passed the remainder of this Ordinance if such invalid portion thereof had been deleted.

SECTION 7. Publication. The City Clerk is hereby ordered and directed to cause this Ordinance to be published once in *The Ledger Dispatch*, a newspaper of general circulation, published and circulated in the City of Antioch.

SECTION 8. This ordinance shall be in full force and effect thirty (30) days after its passage.

* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch, held on the 28th day of September, 1999, and passed and adopted at a regular meeting thereof, held on the 26th day of October, 1999.

AYES: Council Members Freitas, Soliz, Davis, and Mayor Rocha.

NOES: Council Member Sudario.

ABSENT: None.

s/ Mary Helen Rocha
MAYOR OF THE CITY OF ANTIOCH

ATTEST:

s/ L. Jolene Martin
CITY CLERK OF THE CITY OF ANTIOCH

STATE OF CALIFORNIA
County of Contra Costa

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City of Antioch

I L. Jolene Martin, City Clerk in and for said City of Antioch, County of Contra Costa, State of California, do hereby certify under penalty of perjury that the hereto attached and foregoing paper is a full, true and correct copy of _____
Ordinance No. 964-C-S now on file in this office of said city.

WITNESS, my hand, and Official Seal, this 29th day of October 19 99



City Clerk, City of Antioch
Contra Costa County, California

WHEREAS, a Negative Declaration was prepared on the proposed Amendment in accordance with the California Environmental Quality Act (Public Resources Code Section 21000 et seq.), the Guidelines for Implementation of the California

WHEREAS, by Resolution No. 99-19, adopted on August 18, 1999, the Planning Commission has reported that the Redevelopment Plan, as it is proposed to be amended by the Amendment, conforms to the General Plan of the City of Antioch and has recommended approval of the proposed Amendment; and

WHEREAS, the proposed Amendment would re-establish the time period within which the Agency can exercise its eminent domain authority and make certain other minor, technical amendments to bring the Redevelopment Plan into conformity with the current Community Redevelopment Law (Health and Safety Code Section 33000 et seq.); and

WHEREAS, the City Council has received from the Antioch Development Agency (the "Agency") a proposed amendment (the "Amendment") to the Redevelopment Plan, a copy of which is on file at the office of the Agency and at the office of the City Clerk, both at City Hall, Third and H Streets, Antioch, California, together with the Report of the Agency to the City Council on the proposed Amendment, including: (1) the reasons for amending the Redevelopment Plan; (2) the report and recommendations of the Planning Commission of the City of Antioch (the "Planning Commission"); and (3) the Negative Declaration; and

WHEREAS, the City Council of the City of Antioch (the "City Council") adopted Ordinance No. 290-C-5 on July 15, 1975, approving and adopting the Redevelopment Plan (the "Redevelopment Plan") for the Antioch Redevelopment Project (the "Project") and adopted Ordinance No. 398-C-5 on April 10, 1979, Ordinance No. 653-C-5 on November 12, 1986, and Ordinance No. 963-C-5, on October 26, 1999, amending the Redevelopment Plan; and

AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF ANTIOCH, CALIFORNIA, AMENDING
ORDINANCE NOS. 290-C-5, 398-C-5, 653-C-5 AND
APPROVING AND ADOPTING AN AMENDMENT
TO THE REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT

ORDINANCE NO. 964-C-5

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Environmental Quality Act (14 Cal. Code Regs. Section 15000 et seq.). and environmental procedures adopted by the Agency pursuant thereto; and

WHEREAS, the Agency and the City Council have reviewed and considered the Negative Declaration on the proposed Amendment and have each approved the Negative Declaration; and

WHEREAS, the City Council and the Agency held a joint public hearing on September 28, 1999, on the adoption of the Amendment and approval of the Negative Declaration on the Amendment in the City Council Chambers, Third and H Streets, Antioch, California; and

WHEREAS, a notice of said hearing was duly and regularly published in *The Ledger Dispatch*, a newspaper of general circulation in the City of Antioch, once a week for three successive weeks prior to the date of said hearing, and a copy of said notice and affidavit of publication are on file with the City Clerk and the Agency; and

WHEREAS, copies of the notice of joint public hearing and a statement concerning acquisition of property by the Agency were mailed to the last known address of each assessee of each parcel of land in the Project Area, as shown on the last equalized assessment roll of the County of Contra Costa; and

WHEREAS, copies of the notice of joint public hearing were mailed to each business and resident in the Project Area; and

WHEREAS, copies of the notice of joint public hearing were mailed by certified mail with return receipt requested to the governing body of each taxing agency that receives taxes from property in the Project Area; and

WHEREAS, the City Council has considered the Report of the Agency, the report and recommendations of the Planning Commission, the proposed Amendment and the Negative Declaration; has provided an opportunity for all persons to be heard; and has received and considered all evidence and testimony presented for or against any and all aspects of the proposed Amendment;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANTIOCH DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The purpose and intent of the City Council with respect to the Amendment is to promote the full and effective implementation of the Redevelopment

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Plan for the Antioch Redevelopment Project by re-establishing, for an additional twelve (12) years, the Agency's power to acquire property by eminent domain. Implementation of the Redevelopment Plan will serve to eliminate blight and improve the physical and economic conditions in the Project Area.

SECTION 2. The City Council hereby finds and determines that:

(a) Remaining blight exists within the Project Area, the redevelopment of which is necessary to effectuate the public purposes in the Community Redevelopment Law. This finding is based upon the facts set forth in the Agency's Report to the City Council, particularly the descriptions of deterioration, stagnated or decreased property values, vacancy rates, low lease rates, asbestos and other blighting conditions.

(b) It is necessary and desirable to amend the Redevelopment Plan in the manner set forth in the proposed Amendment in order to carry out the redevelopment of the Project Area and make possible the achievement of the goals and objectives of the Redevelopment Plan. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that, without eminent domain authority, the Agency will not be able to assemble sites and eliminate remaining blight within the Project Area.

(c) The proposed Amendment will aid in the redevelopment of the Project Area in conformity with the Community Redevelopment Law and in the interests of the public peace, health, safety and welfare. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that implementation of the Redevelopment Plan will serve to eliminate remaining blight and improve physical and economic conditions in the Project Area and that eminent domain authority is necessary for the full and effective implementation of the Redevelopment Plan.

(d) The Redevelopment Plan, as it is proposed to be amended by the Amendment, is consistent with the General Plan of the City of Antioch. This finding is based upon the findings of the Planning Commission set forth in Resolution No. 99-19, adopted on August 18, 1999, a copy of which is included in the Agency's Report to the City Council.

(e) The carrying out of the Redevelopment Plan, as it is proposed to be amended by the Amendment, will promote the public peace, health, safety and welfare of the City of Antioch and will effectuate the purposes and policy of the

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Community Redevelopment Law. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that redevelopment, as contemplated by the Redevelopment Plan, will benefit the Project Area by authorizing the Agency to assemble sites for redevelopment to correct the significant blight remaining in the Project Area.

(f) The condemnation of real property within the Project Area, as provided for in the proposed Amendment, is necessary to the execution of the Redevelopment Plan, and adequate provisions have been made for the payment for property to be acquired as provided by law. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that, without eminent domain authority, certain sites within the Project Area could not be assembled for redevelopment. This finding is further based on the fact that, in connection with the acquisition of property by the Agency, the Agency will comply with all applicable provisions of the California Eminent Domain Law (Code of Civil Procedure Section 1230.010 et seq.) and the California Relocation and Real Property Acquisition Law (Government Code Section 7260 et seq.), including provisions requiring the payment of just compensation.

(g) The elimination of blight and the redevelopment of the Project Area could not reasonably be expected to be accomplished by private enterprise acting alone without the aid and assistance of the Agency. This finding is based upon the facts that, because of the higher costs and more significant risks associated with development of blighted areas, individual developers are unable and unwilling to invest in blighted areas without substantial public assistance; that funds of other public sources and programs are insufficient to eliminate the blighting conditions; and that, without the Agency's use of eminent domain, sites could not be assembled for redevelopment.

(h) The time limitation in the Redevelopment Plan regarding the Agency's eminent domain authority, as amended by the Amendment, is reasonably related to the proposed projects to be implemented in the Project Area and the ability of the Agency to eliminate blight within the Project Area. This finding is based upon the fact that Section 33333.4 of the Community Redevelopment Law provides that a time limit, not to exceed 12 years from the adoption of the Redevelopment Plan, may be established for commencement of eminent domain proceedings to acquire property within the Project Area and that said time limit may be extended by amendment of the Redevelopment Plan.

SECTION 3. In order to implement and facilitate the effectuation of the proposed Amendment, certain official actions must be taken by the City Council; accordingly, the

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City Council hereby: (a) pledges its cooperation in helping to carry out the Redevelopment Plan, as amended by the Amendment; (b) directs the various officials, departments, boards and agencies of the City of Antioch having administrative responsibilities in the Project Area likewise to cooperate to such end and to exercise their respective functions and powers in a manner consistent with the Redevelopment Plan, as amended by the Amendment; (c) stands ready to consider and take appropriate action on proposals and measures designed to effectuate the Redevelopment Plan, as amended by the Amendment; and (d) declares its intention to undertake and complete any proceedings, including the expenditure of moneys, necessary to be carried out by the City under the provisions of the Redevelopment Plan, as amended by the Amendment.

SECTION 4. The Council is satisfied that written objections, if any, received before or at the noticed public hearing have been responded to in writing. In addition, written findings have been adopted in response to each written objection, if any, of an affected property owner or taxing entity filed with the City Clerk either before or at the noticed public hearing.

SECTION 5. The Redevelopment Plan, as adopted and amended by Ordinance Nos. 290-C-S, 398-C-S, 653-C-S and 963-C-S, is hereby further amended as set forth in the "Amendment to the Redevelopment Plan for the Antioch Redevelopment Project," attached hereto. As so amended, the Redevelopment Plan is incorporated by reference herein. The Executive Director of the Agency is hereby authorized to combine the Redevelopment Plan, as amended by the Amendment, into a single document, and said document, when filed with the City Clerk and the Secretary of the Agency, shall constitute the official Redevelopment Plan for the Antioch Redevelopment Project.

SECTION 6. Ordinance Nos. 290-C-S, 398-C-S, 653-C-S and 963-C-S, are continued in full force and effect as amended by this Ordinance.

SECTION 7. The City Clerk is hereby directed to send a certified copy of this Ordinance to the Agency, and the Agency is hereby vested with the responsibility for carrying out the Redevelopment Plan, as amended by the Amendment.

SECTION 8. The City Clerk is hereby directed to record with the County Recorder of Contra Costa County a notice of the approval and adoption of the Amendment pursuant to this Ordinance, containing a statement that proceedings for the redevelopment of the Project Area pursuant to the Redevelopment Plan, as amended by the Amendment, have been instituted under the Community Redevelopment Law.

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SECTION 9. The City Clerk is hereby ordered and directed to certify to the passage of this Ordinance and to cause the same to be published once in *The Ledger Dispatch*, a newspaper of general circulation, published and circulated in the City of Antioch.

SECTION 10. If any part of this Ordinance, or the Amendment that it approves, is held to be invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance or of the Amendment, and this City Council hereby declares that it would have passed the remainder of the Ordinance, or approved the remainder of the Amendment, if such invalid portion thereof had been deleted.

SECTION 11. Effective Date. This Ordinance shall be in full force and effect thirty (30) days after its adoption.

* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch, held on the 28th day of September, 1999, and passed and adopted at a regular meeting thereof, held on the 26th day of October, 1999.

AYES: Council Members Freitas, Soliz, Davis, and Mayor Rocha.

NOES: Council Member Sudario.

ABSENT: None.

s/ Mary Helen Rocha
MAYOR OF THE CITY OF ANTIOCH

ATTEST:

s/ L. Jolene Martin
CITY CLERK OF THE CITY OF ANTIOCH

EXHIBIT "A"

PROJECT AREA
BOUNDARY DESCRIPTION

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Beginning at the most northerly boundary corner of the City of Antioch; thence generally south along the West boundary to a point on the north line of State Highway 4 and its intersection with the east line of the Los Medanos Wasteway; thence southerly along said east line to the south line of Delta Fair Boulevard; thence easterly along said south line to the northwest corner of Parcel 74-123-04; thence southerly and easterly along the west and south boundaries of said parcel to the west line of Fairview Drive; thence southerly along said west line to the north line of Parcel 74-123-05; thence westerly along said north line to the north line of a 100 foot East Bay Municipal Utility District right-of-way; thence westerly along said north line to the east line of said Los Medanos Wasteway; thence southerly along said east line to the south line of Buchanan Road; thence easterly along said south line to the northwest corner of Parcel 75-010-07; thence southerly and easterly along south and west boundaries of said parcel to the center line of Somersville Road; thence southerly along said center line to a point on the southwest line of the Contra Costa Canal, said point being on the boundary of the City of Antioch; thence southerly, easterly, and northerly along said boundary to said southwest line of the Contra Costa Canal; thence northerly along said southwest line to the east line of Markley Creek; thence northeasterly along said east line to the west line of Parcel 76-030-068; thence southerly, easterly, and northerly along the west, south, and east boundary lines of said parcel to the east line of Markley Creek; thence northeasterly along said east line to the north line of Mahogany Way; thence westerly along said north line to the southwest corner of Parcel 74-370-008; thence northerly along the west line of said parcel to the south line of Sycamore Drive; thence easterly along said south line to the northeast corner of said Parcel 74-370-008; thence northerly across Sycamore Drive and along the east boundary of Parcel 74-370-004 to the south line of the Southern Pacific Railroad; thence easterly along the Southern Pacific Railroad to a point which is south of the southwest corner of Parcel 74-321-002; thence northwesterly along the south line of Fairview Terrace subdivision to the southeast corner of Parcel 74-180-003; thence along the southeast boundary of said parcel to the north line of West 18th Street; thence along said north line to the southeast corner of Parcel 74-171-003; thence along the west line of the Fairview Terrace subdivision to a point on the south line of Parcel 74-160-001; thence easterly along the north line of Parcel 74-160-008 and Parcel 74-334-027 to the northeast corner of said Parcel 74-334-027; thence north along the east line of Parcel 74-334-026 and Parcel 74-334-015 to the south line of 10th Street; thence easterly along the south line of 10th Street to the west line of Parcel 67-021-001; thence southerly and easterly along the boundary of said parcel and Parcel 67-021-002 and across "L" Street to the east line, thence south to the southwest corner of Parcel 67-022-002; thence easterly along the north line of Loma Lane to the east line of "H" Street; thence northerly to the northwest corner of Parcel 67-050-016; thence easterly to the east line of "G" Street; thence southerly to the southwest corner of Parcel 67-060-001; thence easterly and northerly along said boundary to the south line of 10th Street; thence westerly to a point which is south of the

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southeast corner of Parcel 66-207-014; thence northerly along the east line of Parcels 66-207-014 and 66-207-008 to the south line of 9th Street; thence west to the east line of "G" Street; thence northerly to the northwest corner of Parcel 66-203-014; thence westerly to the west line of "H" Street; thence southerly to the southeast corner of Parcel 66-205-008; thence westerly to the southeast corner of Parcel 66-217-007; thence along the boundary of said parcel northerly and westerly to the west line of "L" Street; thence southerly to the north line of 10th Street; thence westerly to the west line of "O" Street; thence northerly along "O" Street to the northeast corner of Parcel 74-130-043; thence westerly 150 feet; thence northerly to the south line of 6th Street; thence east to the east line of "M" Street; thence north to the south line of 4th Street; thence east to the east line of "L" Street; thence north to the northwest corner of Parcel 66-103-008; thence easterly to the southwest corner of Parcel 66-092-012; thence southerly to the south line of 3rd Street; thence easterly to the northeast corner of Parcel 66-107-009; thence south to the south line of Fourth Street; thence east to the northeast corner of Parcel 66-133-010; thence south to the southeast corner thereof; thence easterly to the east line of "I" Street to the west line of Parcel 66-141-006; thence southerly, easterly, and northerly along the west, south, and east boundary of said parcel to the northwest corner of parcel 66-141-005; thence easterly to the west line of "H" Street; thence southerly to the south line of 6th Street; thence easterly to the east line of "F" Street; thence northerly to the south line of 4th Street; thence easterly to the northeast corner of Parcel 66-144-009; thence northerly to the northwest corner of Parcel 66-057-004; thence easterly and along the north lines of Parcels 66-057-004, 66-057-003, 66-057-002, and 66-057-001 to the east line of "E" Street; thence northerly to the south line of 3rd Street; thence east to the west line of "C" Street; thence southerly to the south line of 4th Street; thence easterly to the west line of "B" Street; thence southerly to the south line of 6th Street; thence easterly to the northeast corner of Parcel 66-161-013; thence southerly to the north line of 8th Street; thence westerly to the southwest corner of Parcel 66-163-003; thence southerly to the north line of 9th Street; thence westerly to the west line of "B" Street; thence southerly to the north line of 10th Street; thence westerly to the southwest corner of Parcel 66-189-003; thence southerly and easterly along the boundary of Parcel 67-092-001, to the northeast corner of Parcel 67-092-003; thence southerly to the southeast corner of Parcel 67-093-016; thence westerly, southerly, and easterly along the north, west, and south boundary lines of Parcel 67-093-019 to the northwest corner of Parcel 67-102-067; thence southerly to the southwest corner of Parcel 67-102-052; thence easterly to the northeast corner of Parcel 67-102-007; thence southerly to the south side of 15th Street; thence easterly to the northeast corner of Parcel 67-103-026; thence southerly to the southeast corner thereof; thence southerly, easterly, southerly, and westerly along the eastern boundary lines of Parcel 67-103-017 to the northwest corner of Parcel 67-103-018; thence southerly to the south line of 17th Street; thence west and south along the boundary of Parcel 67-243-030 to the southwest corner thereof; thence westerly to the northwest corner of Parcel 67-243-006; thence southerly to the south line of 18th Street; thence westerly to the northwest corner of Parcel 67-246-008; thence southerly to the southwest corner thereof; thence westerly to the northeast corner of Parcel 67-262-002; thence southerly

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to the north line of 19th Street; thence westerly to the southwest corner of Parcel 67-251-004; thence northerly to the northwest corner thereof; thence westerly to the east line of "D" Street; thence southerly to the north line of 20th Street; thence easterly to the east line of "C" Street; thence northerly to the northwest corner of Parcel 67-263-004; thence easterly to the northeast corner of Parcel 67-263-001; thence southerly to the northwest corner of Parcel 67-251-010; thence easterly to the northeast corner of Parcel 67-251-009; thence southerly to the south line of 20th Street; thence easterly to the northeast corner of Parcel 67-252-007; thence southerly to the southeast corner thereof; thence westerly to the southwest corner of Parcel 67-252-001; thence northerly to the southeast corner of Parcel 67-266-007; thence westerly to the east line of "C" Street; thence north to the south line of 20th Street; thence westerly to the east line of "D" Street; thence southerly to the south line of Parcel 67-277-002; thence southeast to the northeast corner of Parcel 67-274-005; thence southerly to the south line of West Madrid Street; thence easterly to the northwest corner of Parcel 67-275-023; thence southerly to the south line of Rossi Avenue; thence west, south, and east along the boundary line of Parcel 67-282-029 to the northwest corner of Parcel 67-232-026; thence southerly to the south line of Texas Street; thence easterly to the west line of "A" Street; thence southerly to the north line of Drake Street; thence easterly to the southeast corner of Parcel 68-142-019; thence westerly and northerly along the boundary of subdivision Sunset Gardens to the south line of Brian Ave; thence easterly to the point south of the southeast corner of Parcel 68-132-036; thence northerly to the northeast corner of said parcel; thence easterly, northerly, and westerly along the boundary of Parcel 68-132-033 to the southeast corner of Parcel 68-132-037; thence northerly to the northeast corner of Parcel 68-131-037; thence easterly and northerly along the south and east boundary of Parcel 68-131-031, to the south line of Southern Pacific Railroad; thence along said south line northwesterly to the east line of "A" Street; thence northerly to the south line of 19th Street; thence easterly to the point which is south of the southeast corner of Parcel 68-011-034; thence northerly along the east boundary lines of Parcels 68-011-034 and 68-011-001 to the south line of E. 18th Street; thence easterly to the west line of Evergreen Avenue; thence southerly to the point which is west of the southwest corner of Parcel 68-017-010; thence easterly to the southeast corner thereof; thence northerly to the south west corner of Parcel 68-041-002; thence easterly to the east line of Helmuth Lane; thence northerly to the southwest corner of Parcel 68-041-011; thence easterly to the southeast corner of said parcel; thence southerly to the southwest corner of Parcel 68-041-013; thence easterly to the east line of Alpha Way; thence southerly to the southwest corner of Parcel 68-042-023; thence easterly to the southeast corner thereof; thence southerly to the southwest corner of Parcel 68-042-003; thence easterly to the east line of Crestwood Drive; thence northerly to the northwest corner of Parcel 68-043-011; thence easterly to the southeast corner of Parcel 68-046-034; thence northerly and easterly along the west and north boundary lines of Parcel 68-046-003 to the east line of Cavallo Road; thence north to the southwest corner of Parcel 68-051-015; thence easterly to the southeast corner of Parcel 68-051-019; thence southerly to the southwest corner of Parcel 68-051-042; thence easterly to the southwest corner of Parcel 68-051-024; thence northerly to the northwest

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corner of Parcel 68-051-037; thence easterly to the east line of Biglow Drive; thence northerly to the north line of E. 18th Street; thence easterly to the west line of Hillcrest Avenue; thence southerly along the west line of Hillcrest Avenue to a point which is west of the south west corner of Parcel 51-272-035; thence easterly and northerly along the south and east boundary of said parcel to the south line of E. 18th Street; thence easterly to the northeast corner of Parcel 51-272-006; thence southerly to the southeast corner of Parcel 51-242-005; thence westerly to the east line of Hillcrest Avenue, said line being the Antioch City Limits; thence along said Antioch City Limits line southerly, easterly, northerly, and westerly to the southeast corner of Parcel 51-263-019; thence westerly to the southwest corner of Parcel 51-265-035; thence westerly along the south lines of Parcels 51-120-022 and 51-120-023 to the southeast corner of Parcel 51-120-016; thence westerly to the east line of Hillcrest Avenue; thence northerly to a point which is east of the northeast corner of Parcel 65-262-024; thence westerly to the southeast corner of Parcel 65-262-027; thence westerly along the south line of Lake Alhambra subdivision to the southeast corner of Parcel 65-235-019; thence northerly to the south line of South Lake Drive; thence westerly to the west line of Alhambra Drive; thence southerly to the northeast corner of Parcel 65-142-023; thence along the boundary of said parcel westerly to the east line of Amber Drive; thence northerly to a point which is east of the southeast corner of Parcel 65-143-013; thence westerly to the southwest corner of Parcel 65-143-007; thence northerly to the north line of Amber Drive; thence westerly to the east line of Cavallo Road; thence northerly to a point which is east of the northeast corner of Parcel 65-151-037; thence westerly to the northwest corner thereof; thence southerly to the northeast corner of Parcel 65-151-002; thence westerly to the west line of Noia Avenue; thence southerly to the northeast corner of Parcel 65-152-043; thence westerly to the west line of Wisner Drive; thence northerly to the northeast corner of Parcel 65-152-027; thence westerly and southerly along the north and west lines of said parcel to the northeast corner of Parcel 65-161-001; thence westerly to the west line of Marie Avenue; thence northerly to the southeast corner of Parcel 65-164-012; thence westerly, northerly, and westerly along the boundary of Parcel 65-164-023 to the northwest corner thereof; thence northerly to the south line of East 16th Street; thence westerly to the northeast corner of Parcel 65-172-022; thence southerly to the southeast corner thereof; thence westerly to the north west corner of Parcel 65-172-027; thence southerly to the southeast corner of Parcel 65-172-007; thence westerly along the boundary lines of Parcels 65-172-024, 65-172-025, and 65-172-020 to the northwest corner of Parcel 65-172-028; thence northerly to the southeast corner of Parcel 65-183-009; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-007; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-006; thence westerly to the southwest corner of Parcel 65-183-004; thence northerly to the north line of East 16th Street; thence westerly to the southwest corner of Parcel 65-182-030; thence northerly to the northwest corner thereof; thence easterly to the southeast corner of Parcel 65-182-027; thence northerly to the northwest corner of Parcel 65-181-020; thence easterly to the southeast corner of Parcel 65-181-014; thence northerly and westerly along the east and north line of said parcel to the east line of "A" Street; thence northerly to the northwest corner of Parcel 65-181-018; thence easterly to the southeast

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corner of Parcel 65-075-002; thence northerly to the north line of E. 13th Street; thence easterly to the southeast corner of Parcel 65-071-009; thence northerly to the southeast corner of Parcel 65-064-005; thence westerly to "A" Street; thence northerly to the southwest corner of Parcel 65-061-008; thence easterly to the southeast corner thereof; thence northerly to the north line of Wilbur Avenue; thence easterly to the southeast corner of Parcel 66-164-007; thence northerly to the point on the south line of Parcel 66-164-010; thence westerly to the southwest corner of Parcel 66-164-013; thence northerly to the north line of 7th Street; thence easterly to the southeast corner of Parcel 66-162-008; thence northerly to a point on the south line of Parcel 66-162-011; thence easterly and northerly along the southerly and easterly boundaries of said parcel to the south line of 6th Street; thence northerly to the southeast corner of Parcel 66-032-018; thence northerly to the northeast corner thereof; thence easterly to the east line of the roadway described in Book 27 of Deeds at Page 475; thence southerly along the east line thereof to the northwest corner of Parcel 65-050-026; thence easterly to the northeast corner of Parcel 65-050-013; thence north, east, and south along the boundary of Parcel 65-050-006 to the northwest line of Parcel 65-050-005; thence easterly along the northerly and easterly property lines of Parcels 65-050-005, and 65-050-029, to the northeast corner of Parcel 65-050-029; thence southerly to the northerly most point of Parcel 65-050-017; thence southeasterly along the eastern boundary of said Parcel 65-050-017 to the north line of Wilbur Avenue; thence easterly along the north line of Wilbur Avenue to a point which is north of the west line of Marie Avenue; thence south to the south line of Wilbur Avenue, thence east to the northeast corner of Parcel 65-101-014; thence southerly to the northwest corner of Parcel 65-101-015; thence easterly to the northeast corner of Parcel 65-110-012, said corner being on the Antioch City Limits; thence along northerly, and westerly along said City of Antioch boundary to the point of beginning.

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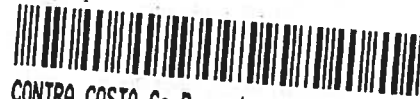
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8. Exception_06b_20070192911

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RECORDED AT REQUEST OF
AND FOR THE BENEFIT OF:
CITY OF ANTIOCH

WHEN RECORDED MAIL TO:
L. Jolene Martin
City Clerk
P.O. Box 5007
Antioch, CA 94531-5007



CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2007-0192911-00

Check Number
Tuesday, JUL 03, 2007 14:32:00
FRE \$0.0011

Ttl Pd \$0.00

Nbr-0003770708
Fee/R5/1-6

**REVISED NOTICE OF ADOPTION OF THE
REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT AREA NO. 1**

Recording Requested by
and When Recorded Return to:

L. Jolene Martin, City Clerk
City of Antioch
P.O. Box 5007
Antioch, Ca 94531-5007

Exempt from recording fees pursuant to
Government Code Section 27383

**ALL PROPERTY TO WHICH THIS NOTICE PERTAINS
IS LOCATED WITHIN THE ANTIOCH REDEVELOPMENT PROJECT AREA NO. 1**

**REVISED NOTICE OF ADOPTION OF THE
REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT AREA NO. 1**

NOTICE IS HEREBY GIVEN, in compliance with Section 33373(c) of the California Health and Safety Code which became effective January 1, 2007, that the City Council of the City of Antioch, California ("City Council") adopted Ordinance No. 290 C.S. on July 15, 1975, as amended, approving and adopting the Redevelopment Plan for the Antioch Project Area No. 1 (the "Redevelopment Plan"). The Antioch Development Agency ("Agency") is vested with the responsibility to carry out the Redevelopment Plan.

A legal description of the boundaries of Project Area No. 1 is attached hereto as Exhibit A and incorporated herein by reference and a copy of the Redevelopment Plan may be obtained from the Agency.

Proceedings for the redevelopment of Project Area No. 1, as contemplated by the Redevelopment Plan have been instituted under the California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*).

AGENCY'S EMINENT DOMAIN AUTHORITY. Sections 104, 105 and 701 of the Redevelopment Plan provides as follows:

When the Agency exercises its power of eminent domain, it shall be exercised within the following limitations:

The Redevelopment Plan may be amended by means of the procedures established in Section 33354.6 and/or Sections 33450-33458 of the Community Redevelopment Law or by any other procedure hereafter established by law; however, the Redevelopment Plan may not be

1017001v1 21132/0001

amended to provide for the acquisition by eminent domain on any property zoned for residential uses as of the date the ordinance adopting the third amendment to the Plan becomes effective.

It is in the public interest and is necessary in order to eliminate the conditions requiring redevelopment and in order to execute this Plan for the power of eminent domain to be employed by the Agency to acquire real property in the Project Area which cannot be acquired by gift, devise, exchange, purchase, or any other lawful method. Eminent Domain proceedings, if used, must be commenced within twelve (12) years from the date the ordinance adopting the third amendment to the Plan becomes effective (or by October 26, 2011). This time limit for commencement of eminent domain proceedings may be extended only by amendment of the Plan.


The Agency shall not acquire by eminent domain real property zoned for residential uses as of the date the ordinance adopting the third amendment to the Plan becomes effective.

It is the policy of the Agency to encourage the participation of property owners and businesses within the Project Area. Accordingly, the Agency has adopted Rules Governing Participation by, and the Extension of Reasonable Preferences to, Property Owners and Tenants in Project Area No. 1, which extend reasonable preferences to property owners and tenants in the Project Area, to participate in the redevelopment of the Project Area. The power of eminent domain shall not be exercised except in compliance with the rules and procedures set forth therein, as amended from time to time.

Generally, personal property shall not be acquired. However, where necessary in the execution of the Redevelopment Plan, the Agency is authorized to acquire personal property in the Project Area by any lawful means.

Filed for recordation with the County Recorder of Contra Costa County by order of the City Council of the City of Antioch, California.

Dated: June 21, 2007.


City Clerk, City of Antioch

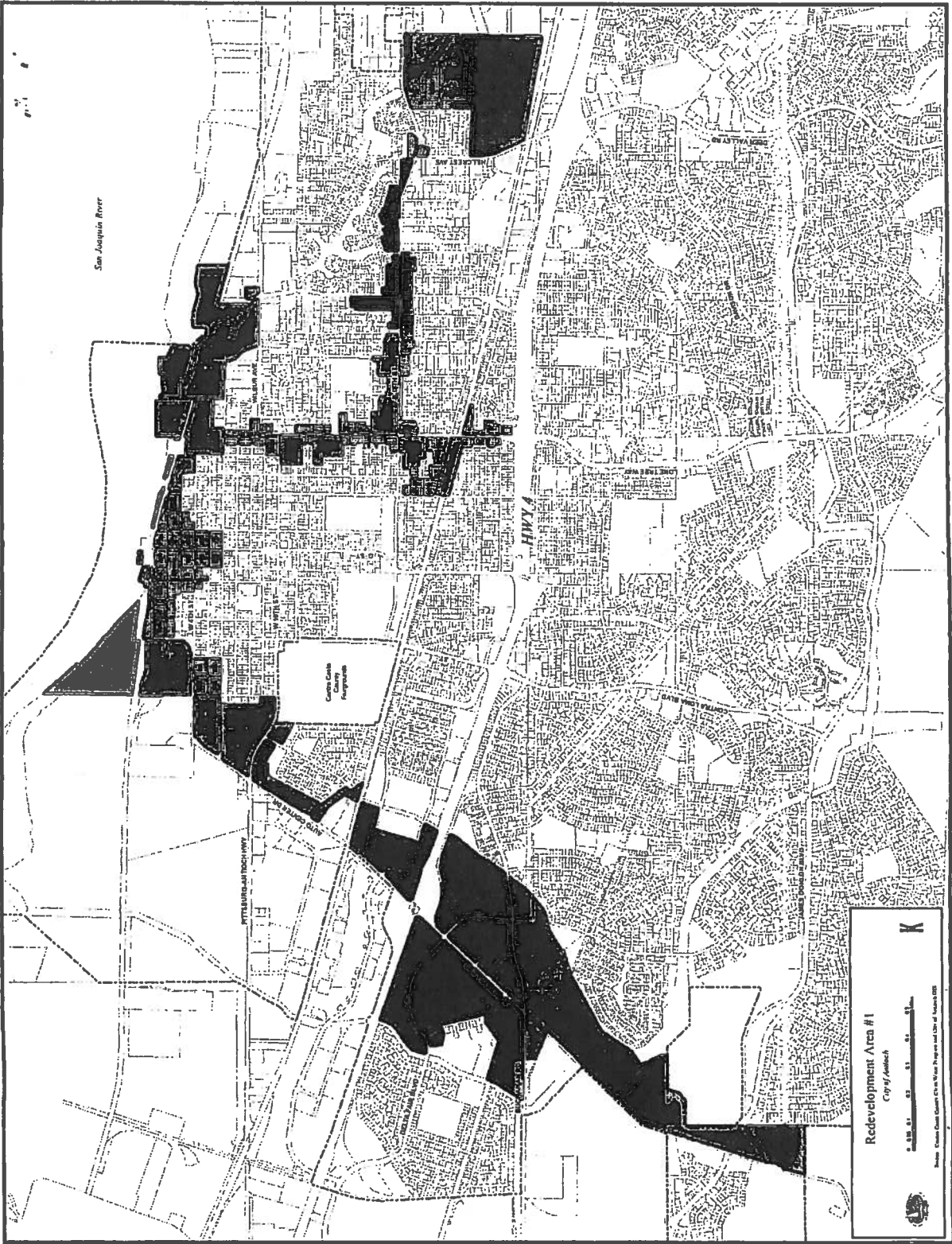
Attachment: Legal Description

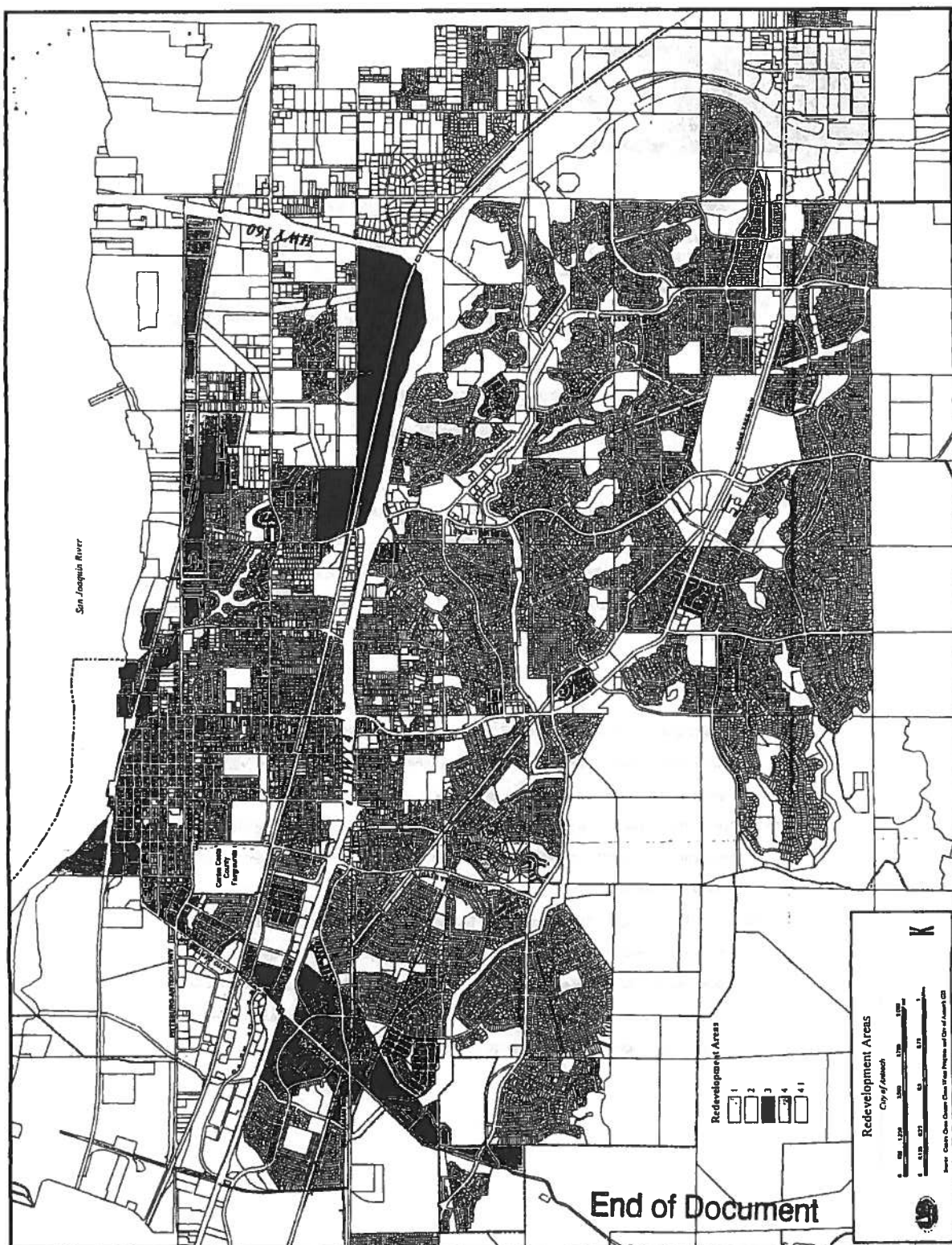
EXHIBIT A

LEGAL DESCRIPTION OF PROJECT AREA NO. 1

Exhibit A

1017001v1 21132/0001





9. Exception_07_14715_220

88 211518 RECORDED AT REQUEST OF
STATE OF CALIFORNIA

When recorded mail to:

STATE OF CALIFORNIA
Department of Fish and Game
Wildlife Conservation Board
1416 Ninth Street
Sacramento, CA 95814

NOV 15 1988
AT O'CLUCK
COUNTY OF COSTA COUNTY
J. R. OLSEN
COUNTY RECORDER
OFFICE

Space above this line for Recorder's use

12

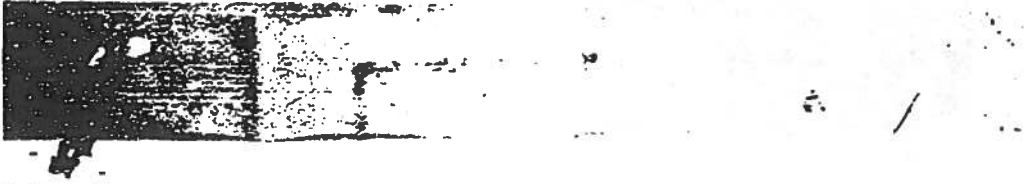
88 211518 220

LEASE AND OPERATING AGREEMENT
FOR
ANTIOCH PARK FISHING PIER

This Lease and Operating Agreement is made and entered into this 11th day of August, 1988, between the City of Antioch hereinafter called "Operator" and the STATE OF CALIFORNIA, acting through the Department of Fish and Game, hereinafter called "State". Operator and State hereby agree as follows:

I. RECITALS

- (a) Operator has under its control those certain lands described in Exhibit C hereof which Operator and State desire to use for public access or wildlife management purposes.
- (b) The development, use, operation and maintenance of said lands on a cooperative basis between Operator and State is herein referred to as the "Project".
- (c) The lease of Operator's lands to State for purposes of the Project, herein referred to as Project Area, and the development, use, operation and maintenance of the Project on a cooperative basis is in accordance with the authorization of State's Wildlife Conservation Board on August 11, 1988, and Operator's Resolution No. 88-184.



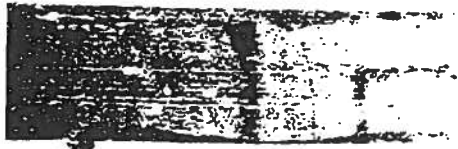
II. GENERAL TERMS AND CONDITIONS

- (d) PROJECT NAME: The name of this project, as appearing in the heading hereof, shall be used in all documents, signs, publications, brochures, general literature or news releases, and Operator shall not change the Project without the approval of State.
- (e) EXHIBITS: This agreement incorporates by reference Exhibit A (Standard Terms and Conditions), Exhibit B (Plans or Project Description) and Exhibit C (Project Area Legal Description).
- (f) PROJECT DEVELOPMENT: The project will be developed by the parties hereto by separate agreement.
- (g) LEASE OF PROJECT LAND: Operator will, for the term of this agreement, grant and convey to the State certain rights and interests in the Project Area as provided in Exhibit A hereof.
- (h) TERM: The term of this agreement is twenty-five (25) years commencing with the date hereof. This agreement may be extended or amended by mutual agreement of the parties hereto, or terminated as hereinafter provided.
- (i) NOTICES: Notices required between the Operator and State will be deemed to have been given when mailed to the respective addresses below, first-class postage fully prepaid thereon:

To Operator: City of Antioch
City Hall, P.O. Box 130
Antioch, CA 94509

To State: Department of Fish and Game
1416 Ninth Street
Sacramento, CA 95814

100-1471508-221



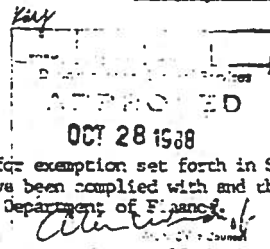
OPERATOR
City of Antioch

STATE OF CALIFORNIA
Department of Fish and Game

By *[Signature]*
John Kallan, Mayor
Date signed *September 13, 1988*

By *[Signature]*
W. John Schmidt, Executive Officer
Wildlife Conservation Board
Date signed *10/28/88*

ATTEST: *Dorothy P. Mark*



147156 222

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 12.09 have been complied with and this document is exempt from review by the Department of Finance.

By *[Signature]*

(A-1-5) Rev. 3/83

STATE OF CALIFORNIA } ss
City of Antioch

2834 147158 223

Acknowledgment by Public Entity
(C.C. § 1191, 1181, 1184)

Mayor Joel Keller who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument as the above-named officer(s) of the above-named public corporation, agency or political subdivision of the State of California; personally appeared before me today, and acknowledged that said public entity executed it.

Dated: September 13, 1988

Dorothy P. Marks
Dorothy P. Marks, CMC
Antioch City Clerk

SEAL AFFIXED

STATE OF CALIFORNIA } ss.
COUNTY OF SACRAMENTO



On this 24th day of October, in the year 1988,
before me Sandy Daniel
personally appeared W. John Schmidt
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument as
Executive Officer, Wildlife Conservation Board of State of California,
Department of Fish and Game and acknowledged to me that the
State of California, Department of Fish and Game
executed it.

(This area for official notarial seal) WITNESS my hand and official seal.

(Ack. - Public Agency, 9/85)

Signed: *Sandy Daniel*
Notary Public, State of California

PROJECT: Antioch Park Fishing Pier
Contra Costa County

EXHIBIT A

STANDARD TERMS AND CONDITIONS TO
LEASE AND OPERATING AGREEMENT

I. LEASE

1. LEASED PREMISES: Operator hereby leases to State and State hires from Operator those certain lands described in Exhibit C hereof for the purposes of the Project.
2. RENT: The sole consideration of this lease shall be the public use and benefit resulting from the Project.
3. PURPOSE AND USE: The leased premises and every part thereof shall be used only for sport fishing and hunting, or other wildlife-related or appropriate recreational activities. Subject to Paragraph 8 hereof, Operator may use the premises for temporary or special purposes through agreement with others. The premises and Project facilities shall be available without charge, and there shall be no restriction to public ingress or egress at any time except when it is necessary to close the area for maintenance, repair, public safety, security, or for protection of the structure or facilities. Operator shall notify State within 48 hours of making such closures.
4. TITLE ASSURANCES: Operator shall retain ownership of or rights in all land within the Project area, subject to this agreement, and shall not sell, exchange, transfer, mortgage, or convey in any manner all or any portion of the real property described in Paragraph 1, or any land required for access thereto, without advance written approval of State. Operator warrants that there shall be no encumbrance, lien, easement, license, title, cloud or other interest which may interfere with the Project or use thereof by the public.

FILE 147150 224

II. MAINTENANCE AND OPERATION

5. MAINTENANCE: Operator shall provide all normal Project maintenance and operation of the area and improvements thereon for and in accordance with the purposes expressed and, except for occurrences beyond the control of the Operator, or "Acts of God", shall make all reasonable and necessary repairs, replace broken, damaged or worn structural components or fixtures so as to keep the structures and facilities in a safe usable condition, and perform housekeeping operations as required so as to keep the premises and improvements clean, attractive, and free of accumulations of litter, garbage, or debris. Equipment and materials not needed for routine maintenance operations shall not be stored or stockpiled on the premises.
6. PROJECT SIGNS: A Project sign and directional signs, if required, will be provided and installed at Project cost, and maintained by Operator. The Project sign shall show the name of the Project, the Operator and the State agency or agencies involved. The location and makeup of the Project sign or directional signs, including dimensions, materials and lettering shall be as mutually agreed upon by Operator and State. Directional signs shall also be installed and maintained by Operator as required on or off the site to direct the public to the Project or Project facilities, or for safe and appropriate public use of the area and Project facilities.
7. ADDITIONAL IMPROVEMENTS: Except as provided by separate agreement as hereinabove described, State shall not be obligated to make or cause to be made any further developments or to make improvements or repairs to any structures or facilities within the Project area. However, Operator may at its own cost place or construct on the premises any structures, alterations or improvements in addition to those set forth

EX-1471506 225

- 1 and described herein as the Project, provided that they:
- 2 (a) are in accord with the purposes herein set forth;
- 3 (b) are constructed, maintained and operated for the use, enjoyment,
- 4 service and protection of the public;
- 5 (c) do not directly or indirectly reduce, restrict or interfere with
- 6 the primary purpose of the Project; and
- 7 (d) have the prior written approval of the State.
- 8 Any improvements made and installed on the premises at Operator's cost
- 9 shall be and remain the property of Operator.
- 10 8. CONCESSIONS: Operator may enter into agreements with others to provide
- 11 services, conveniences or facilities to complement the Project improve-
- 12 ments provided that:
- 13 (a) the purpose of any such agreement is consistent with the purposes
- 14 and uses described herein;
- 15 (b) any revenues received by Operator from such concession agreements
- 16 are deposited in a special account identified with the Project and
- 17 are used solely for operation and maintenance of Project;
- 18 (c) Operator maintains adequate records of revenues and expenditures
- 19 relating to any such concession agreements and makes them available
- 20 for audit when requested by State; and
- 21 (d) such agreements are approved by State prior to award.

22

23 III. GENERAL PROVISIONS

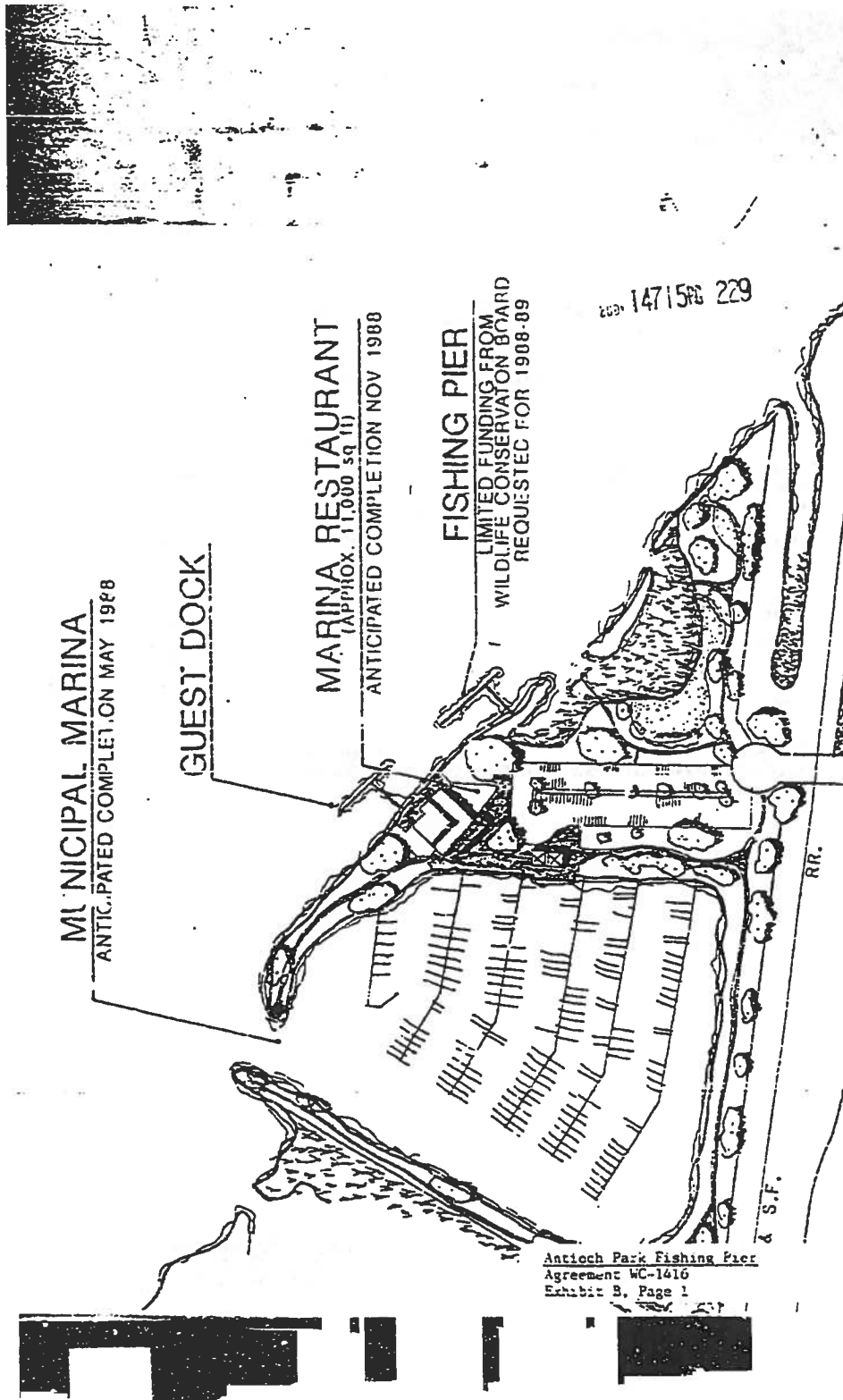
- 24 9. ASSIGNMENT: Operator shall not assign this agreement in whole or in
- 25 part, nor delegate any of its rights, duties or interests unless other-
- 26 wise specifically provided for in the agreement.
- 27
- 28

10. LIABILITY: Operator hereby waives all claims and recourse against State including the right to contribution for any loss or damage arising from, growing out of, or in any way connected with or incident to this agreement or the Project except claims arising from the concurrent or sole negligence of State, its officers, agents and employees. Further, Operator shall indemnify, hold harmless, and defend State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability arising out of the design, construction, operation, maintenance, existence or failure of the Project. If State is named as co-defendant pursuant to Government Code Sections 895 et seq., Operator shall notify State and represent it, unless State elects to represent itself, in which case State shall bear its own litigation costs, expenses and attorney's fees.
11. INDEPENDENT CONTRACTOR: Operator and any of its officers, agents and employees shall, in the performance of this agreement, act in an independent capacity and not as officers, agents or employees of State.
12. NON-DISCRIMINATION: Operator hereby certifies that in the performance of its responsibilities and duties under this agreement and any assignment thereof and in the administration of any concession agreement for services or accommodations, it will comply with all State and Federal non-discrimination laws, and the area will be open and accessible for the use and enjoyment of the general public on equal and reasonable terms.
13. BREACH: In the event Operator fails to comply with any of the terms and conditions of this agreement, State may, after written notice to Operator to remedy the breach and a period of ninety (90) days, correct any deficiency or cause of breach and charge Operator all costs in

- 1 connection therewith, including administrative costs.
- 2 14. TERMINATION: This agreement may be terminated by mutual consent of
- 3 either party hereto by giving notice to the other party as herein pro-
- 4 vided.
- 5 15. WAIVER OF RIGHTS: It is the intention of the parties to this agreement
- 6 that from time to time either party may waive certain of its rights
- 7 under the agreement. Any such waiver by the parties hereto of their
- 8 rights with respect to default or any other matter arising in connec-
- 9 tion with this agreement shall not be deemed to be a waiver with
- 10 respect to any other default or matter.
- 11 16. REMEDIES NOT EXCLUSIVE: The use by either State or Operator of any
- 12 remedy specified in the agreement for the enforcement of the agreement
- 13 is not exclusive and shall not deprive the party using such remedy, or
- 14 limit the application of any other remedy provided by law.
- 15 17. SUCCESSORS AND ASSIGNS: This agreement and all its provisions shall
- 16 apply to and bind the successors and assigns of the parties hereto.
- 17 18. OPINIONS AND DETERMINATIONS: Where the terms of the agreement provide
- 18 for action to be based upon the opinion, judgement, approval, review,
- 19 or determination of either State or Operator, such terms are not
- 20 intended to be and shall never be construed as permitting such opinion,
- 21 judgement, approval, review or determination to be arbitrary,
- 22 capricious or unreasonable.

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28 Rev. 1/87



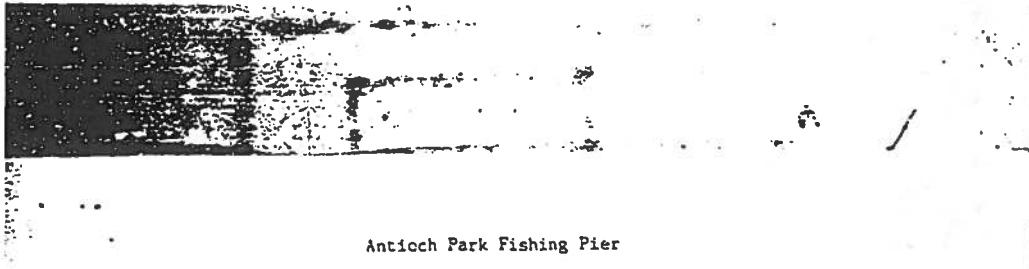
EGBN 147158 230

ANTIOCH MUNICIPAL PARK FISHING PIERPreliminary Cost Estimate (10/87)

<u>Item</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Subtotal</u>
Pier	1500	S.F.	\$ 35	\$ 52,500
Boardwalk	1250	S.F.	25	31,250
Benches	7	Ea.	400	2,800
Trash Containers	3	Ea.	400	1,200
Drinking Fountain	1	Ea.	500	500
Lighting		L.S.		4,000
Subtotal				\$ 92,250
Engineering (6%)				5,535
Subtotal				\$ 97,785
10% Contingency				9,779
TOTAL				\$107,564

CITY REVENUE	\$53,782.00
WILDLIFE CONSERVATION BOARD GRANT REQUEST	\$53,782.00

Antioch Park Fishing Pier
Agreement WC-1416
Exhibit B, Page 2



Antioch Park Fishing Pier
Lease & Operating Agreement

EXHIBIT C

Legal Description

Commencing at a point that is on the western right-of-way of "L" Street extended and northerly 150 feet at right angles from the center line of the Atchison, Topeka and Santa Fe Railway Company's main track; thence north 0°51'09" east, 394 feet; to the true point of beginning; thence south 89°08'51" east, 170 feet; north 0°51'09" east, 171.65 feet; north 89°08'51" west, 170 feet; south 0°51'09" west, 171.65 feet returning to the true point of beginning.

100-147150-231



END OF DOCUMENT

10. Exception_08_20110056030

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Antioch
City Hall
Third and H Streets
Antioch, California 94509
Attn: City Attorney

CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2011-0056030-00

Wednesday, MAR 16, 2011 12:11:45

FRE \$0.0011

Ttl Pd \$0.00

Nbr-0000866497

rrc/R9/1-8

NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE SECTION 27383

006-010-006-6

GRANT DEED

For valuable consideration, the receipt of which is hereby acknowledged,

The Antioch Development Agency, a public body, corporate and politic, of the State of California (the "Grantor"), acting to carry out redevelopment purposes pursuant to the Community Redevelopment Law of the State of California, hereby grants to the City of Antioch, a municipal corporation (the "Grantee"), the real property (the "Property") described in Attachment No. 1 attached hereto and incorporated in this Grant Deed by this reference.

1. The Property is located within the Antioch Community Redevelopment Project Area, (the "Project Area") and is subject to the Antioch Community Redevelopment Plan (the "Redevelopment Plan").

2. In accordance with the terms of the Conveyance Agreement between the Grantor and Grantee dated as of March 9, 2011 (the "Agreement"), the Grantee hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the Property in furtherance of the Redevelopment Plan.

3. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, 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 Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

1096010953744.2

In Deeds:

"(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, establish or permit any 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Leases:

"(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee or any person claiming under or through the lessee, 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.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Contracts:

“(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee 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 of the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”

4. The covenant contained in Section 2 regarding the use of the Property shall remain in effect until the expiration of the effectiveness of the Redevelopment Plan. The covenants contained in Section 3 regarding non-discrimination shall remain in effect in perpetuity.

5. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, and any successor in interest to the Property 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. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties 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 property 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.

6. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the rights to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and

not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

7. This Grant Deed may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Deed as of this 14th day of March 2011.

GRANTOR:

ANTIOCH DEVELOPMENT AGENCY, a public body, corporate and politic

By:


James Jakel, Executive Director

CITY OF ANTIOCH, a municipal corporation

By:


James Jakel, City Manager

ATTACHMENT NO. 1
PROPERTY DESCRIPTION

Assessor's Parcel No. 066-010-006
(sometimes referred to herein as "Parcel 1")

Portion of the Rancho Los Medanos and portion of Swamp and Overflow Survey No. 7, described as follows:

Beginning on the northern line of the right of way of the Atchison, Topeka & Santa Fe Railroad, at the southeast corner of the parcel of land described in the Deed from Lester L. Robinson, to M.D. Keeney, recorded January 9, 1892, in Book 62 of Deeds, page 12; said point of beginning also being the northerly extension of the west line of "L" Street; thence from said point of beginning north along said northerly extension and along the eastern line of said Keeney parcel (62 D 12) 565.65 feet to the northern line of said Rancho Los Medanos, as described in Book 1 of Patents, page 375; thence along said northern line as follows: South 43° 30' east 59.66 feet; South 52° 30' east 396 feet and South 46° east 298.56 feet to the western line of the parcel of land described in the Deed from C.A. Hooper & Co. to Fred F. Ball, recorded December 19, 1919, in Book 355 of Deeds, page 48; thence south along said western line 140.20 feet to the northern line of said Atchison, Topeka & Santa Fe right of way; thence north 83° 22' west along said northern line 573.83 feet to the point of beginning.

Assessor's Parcel No. 066-010-007
(sometimes referred to herein as "Parcel 2")

A portion of the Rancho Los Medanos, described as follows:

Commencing at a point formed by the intersection of the west line of Parsons Street of the Town of Antioch, extended northerly and the north line of the right of way of the Atchison, Topeka and Santa Fe Railway Company, and running thence westerly from said point of beginning, along the said north line of said right of way of the Atchison, Topeka and Santa Fe Railway Company, a distance of 151.00 feet; thence northerly and parallel with the west line of said Parsons Street, extended northerly, a distance of 237.00 feet to the bank of the San Joaquin River; thence easterly, and along the bank of San Joaquin River, a distance of 195.00 feet to a point formed by the intersection of the bank of San Joaquin River, and the west line of said Parsons Street, extended northerly, thence southerly and along said west line of Parsons Street, extended northerly, a distance of 132.00 feet to the point of beginning.

Containing 0.63 of an acre, more or less.

Excepting Therefrom: That portion thereof lying outside of the boundary line of the Rancho Los Medanos.

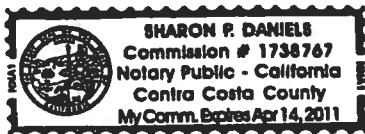
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels Notary Public, personally appeared James Jake, 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.



Sharon P. Daniels
Notary Public

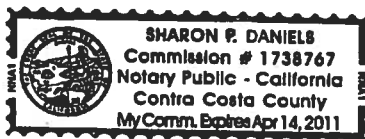
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels Notary Public, personally appeared James Jake, 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.



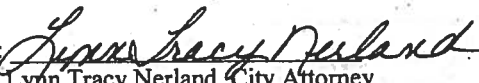
Sharon P. Daniels
Notary Public

CERTIFICATE OF ACCEPTANCE
(Pursuant to Government Code 27281)

This is to certify that the interest in real property conveyed by the Grant Deed from the Antioch Development Agency, dated March 14, 2011 to the City of Antioch, a municipal corporation (the "City"), is hereby accepted on March 14, 2011, by the undersigned officer or agent on behalf of the City pursuant to authority conferred by resolution of the City Council adopted on March 8, 2011, and the City Council consents to the recordation of said document in the Office of the Recorder of Contra Costa, State of California.

Dated: March 14, 2011

By: 
James Jakel, City Manager

By: 
Lynn Tracy Nerland, City Attorney

STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On MARCH 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James Lake, 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.



Sharon P. Daniels
Notary Public

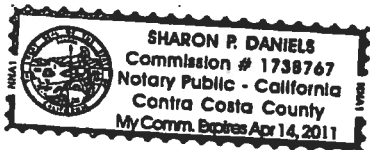
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On MARCH 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared Jan Tracy Velazquez, 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.



Sharon P. Daniels
Notary Public

END OF DOCUMENT

109601953744.2

Property Detail

Contra Costa, CA GUS KRAMER, ASSESSOR

Parcel # (APN): **066-010-007-4**Use Description: **GOVERNMENT**

Parcel Status:

Owner Name: **ANTIOCH CITY OF**Mailing Address: **PO BOX 5007 ANTIOCH CA 94509-5007**Situation Address: **L ST ANTIOCH CA 94509**

Legal

Description: **TOWN OF ANTIOCH .24 AC****ASSESSMENT**Total Value: **\$6,866**Use Code: **79**

Zoning:

Land Value: **\$6,866**Tax Rate Area: **001144**

Census Tract:

Impr Value:

Year Assd: **2011**

Improve Type:

Other Value:

Property Tax:

Price/SqFt:

% Improved

Delinquent Yr

Exempt Amt:

HO Exempt?: **N****SALES HISTORY**

	<u>Sale 1</u>	<u>Sale 2</u>	<u>Sale 3</u>	<u>Transfer</u>
Recording Date:	03/16/2011	11/20/1989	12/31/1958	03/16/2011
Recorded Doc #:	56029	15489-408	72-630	56029
Recorded Doc Type:				
Transfer Amount:				
Sale 1 Seller (Grantor):				
1st Trst Dd Amt:		Code1:	2nd Trst Dd Amt:	Code2:

PROPERTY CHARACTERISTICS

Lot Acres: 0.240	Year Built:	Fireplace:
Lot SqFt: 10,454	Effective Yr:	A/C:
Bldg/Liv Area:		Heating:
Units:	Total Rooms:	Pool:
Buildings:	Bedrooms:	
Stories:	Baths (Full):	Park Type:
Style:	Baths (Half):	Spaces:
Construct:		Site Inflnce:
Quality:	Garage SqFt:	
Building Class:		Timber Preserve:
Condition:		Ag Preserve:
Other Rooms:		

1. Preliminary Report - CA

CLTA Preliminary Report Form
(Rev. 11/06)

Order Number: 0714-3735266
Page Number: 1



First American Title

First American Title Company

191 Sand Creek Road, Suite 50
Brentwood, CA 94513

Escrow Officer: Stacey Barrack
Phone: (925)240-9901
Fax No.: (866)407-2081
E-Mail: sbarrack@firstam.com

E-Mail Loan Documents to: BrentwoodEDocs@firstam.com
Property: "L" Street and Marina Plaza
Antioch, CA 94503

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

First American Title

Dated as of April 01, 2011 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

To Be Determined

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

CITY OF ANTIOCH, A MUNICIPAL CORPORATION

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A fee.

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2011-2012, a lien not yet due or payable.
2. The land lies within the boundaries of pending assessment Suisun Bay Channel and New York Slough Channel, Maintenance Assessment District 1999-1, as disclosed by an assessment district map filed November 23, 1999 in Book 65, Pages 41 & 42 of maps of assessment and community facilities districts, recorded November 23, 1999 as Instrument No. 1999-0306883-00 of Official Records.
3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
4. The effect of a map purporting to show the land and other property, filed October 9, 1957 in Book 17, Page 42 of Record of Surveys.
5. The fact that the land lies within the boundaries of the Antioch Redevelopment Project Area No. 1, as disclosed by the document recorded August 1, 1975 as Instrument No. 75-69311 in Book 7581, Page 986 of Official Records.

Document(s) declaring modifications thereof recorded November 1, 1999 as Instrument No. 1999-289937 of Official Records.

First American Title

Order Number: **0714-3735266**

Page Number: 3

Document(s) declaring modifications thereof recorded July 3, 2007 as Instrument No. 2007-192911 of Official Records.

6. A lease dated August 11, 1988, executed by City of Antioch as lessor and State of California, acting through the Department of Fish and Game as lessee, recorded November 15, 1988 as Instrument No. 88-211818 in Book 14715, Page 220 of Official Records.

Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not shown by the public records.

7. The terms and provisions contained in the document entitled "Grant Deed" recorded March 16, 2011 as Instrument No. 2011-0056029-00 of Official Records.
8. The lack of a right of access to and from the land.
9. Additional matters, if any, following review by the Company's Waterways and Boundaries Underwriter.
10. Rights of parties in possession.

First American Title

INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. General and special taxes and assessments for the fiscal year 2010-2011.

First Installment:	\$0.00, NO TAX DUE
Penalty:	\$0.00
Second Installment:	\$0.00, NO TAX DUE
Penalty:	\$0.00
Tax Rate Area:	01-144
A. P. No.:	066-010-007-4

2. The property covered by this report is vacant land.

3. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None

4. We find no open deeds of trust. Escrow please confirm before closing.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

First American Title

Order Number: **0714-3735266**

Page Number: 5

WIRING INSTRUCTIONS

PAYABLE TO: FIRST AMERICAN TITLE COMPANY
BANK: First American Trust, FSB
ADDRESS: 5 First American Way, Santa Ana, CA 92707
ACCOUNT NO: 3004780000
ROUTING NUMBER: 122241255

PLEASE REFERENCE THE FOLLOWING:

CUSTOMER NAME:

FILE NUMBER: 0714-3735266 (SB)

ATTENTION: STACEY BARRACK

PLEASE USE THE ABOVE INFORMATION WHEN WIRING FUNDS TO **FIRST AMERICAN TITLE COMPANY. FUNDS MUST BE WIRED FROM A U.S. BANK.** PLEASE NOTIFY **STACEY BARRACK** AT (925)240-9901 OR sbarrack@firstam.com WHEN YOU HAVE TRANSMITTED YOUR WIRE. FAX NUMBER: (866)407-2081

FIRST AMERICAN TRUST CONTACT INFO: Banking Services 1-877-600-9473

**ALL WIRES WILL BE RETURNED IF THE FILE NUMBER
AND/OR NAME(S) ARE NOT INCLUDED**

First American Title

Order Number: 0714-3735266

Page Number: 6

LEGAL DESCRIPTION

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

A PORTION OF THE RANCHO LOS MEDANOS, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT FORMED BY THE INTERSECTION OF THE WEST LINE OF PARSONS STREET OF THE TOWN OF ANTIOCH, EXTENDED NORTHERLY AND THE NORTH LINE OF THE RIGHT OF WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, AND RUNNING THENCE WESTERLY FROM SAID POINT OF BEGINNING, ALONG THE SAID NORTH LINE OF SAID RIGHT OF WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, A DISTANCE OF 151.00 FEET; THENCE NORTHERLY AND PARALLEL WITH THE WEST LINE OF SAID PARSONS STREET, EXTENDED NORTHERLY, A DISTANCE OF 237.00 FEET TO THE BANK OF THE SAN JOAQUIN RIVER; THENCE EASTERLY, AND ALONG THE BANK OF SAN JOAQUIN RIVER, A DISTANCE OF 195.00 FEET TO A POINT FORMED BY THE INTERSECTION OF THE BANK OF SAN JOAQUIN RIVER, AND THE WEST LINE OF SAID PARSONS STREET, EXTENDED NORTHERLY, THENCE SOUTHERLY AND ALONG SAID WEST LINE OF PARSONS STREET, EXTENDED NORTHERLY, A DISTANCE OF 132.00 FEET TO THE POINT OF BEGINNING.

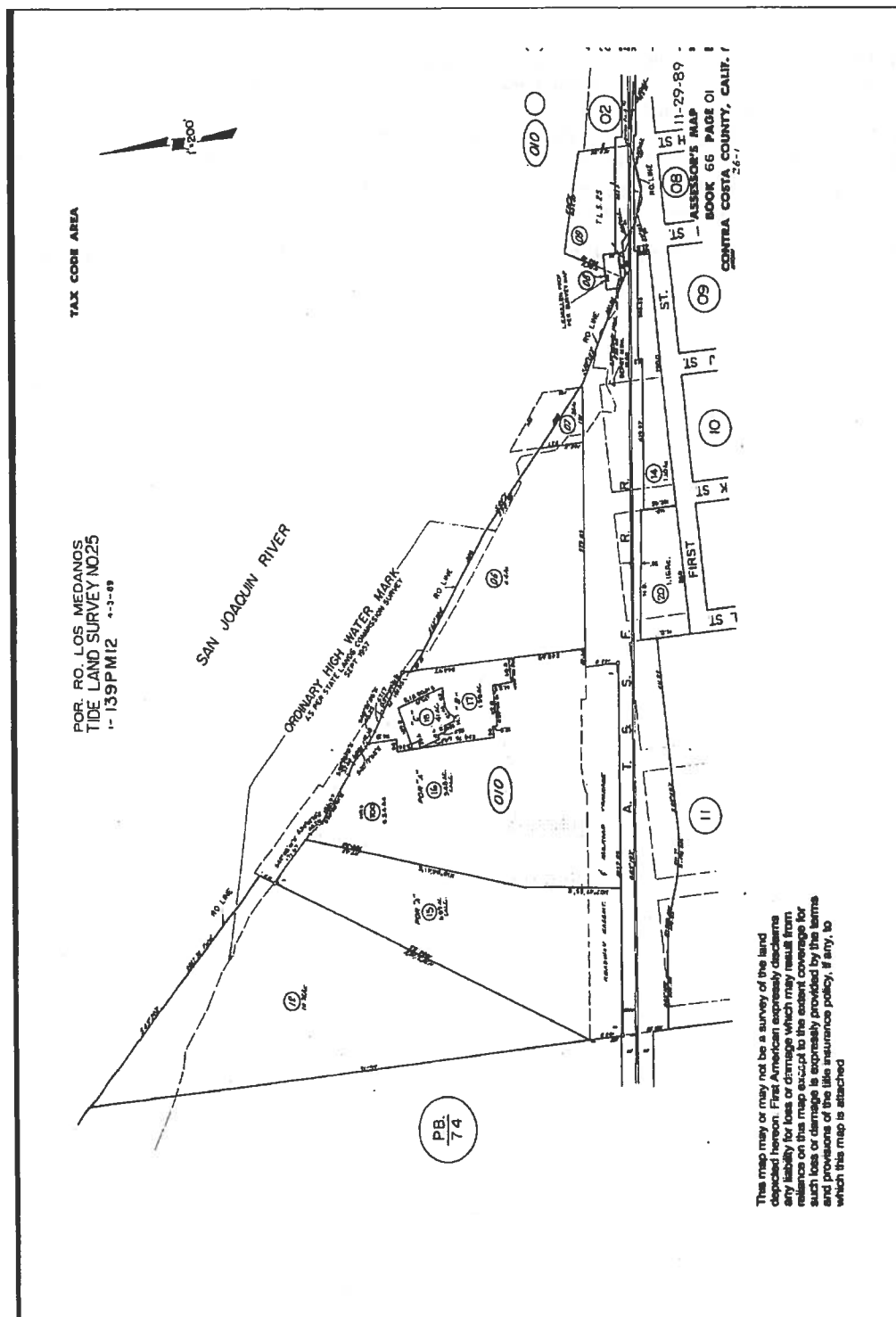
EXCEPTING THEREFROM: THAT PORTION THEREOF LYING OUTSIDE OF THE BOUNDARY LINE OF THE RANCHO LOS MEDANOS.

APN: 066-010-007-4

First American Title

Order Number: 0714-3735266

Page Number: 7



NOTICE

First American Title

Order Number: **0714-3735266**

Page Number: 8

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

If you have any questions about the effect of this new law, please contact your local First American Office for more details.

First American Title

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy; or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

First American Title

**3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant, (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

**5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

First American Title

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy;
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy); or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
(i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
(ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
(iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
(a) to timely record the instrument of transfer; or
(b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance

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- resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
 3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
 4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**10. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL
TITLE INSURANCE POLICY - 1987
EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

* land use	* land division
* improvements on the land	* environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
 - * a notice of exercising the right appears in the public records on the Policy Date
 - * the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.
3. Title Risks:
 - * that are created, allowed, or agreed to by you
 - * that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
 - * that result in no loss to you
 - * that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - * to any land outside the area specifically described and referred to in Item 3 of Schedule A, or
 - * in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

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11. EAGLE PROTECTION OWNER'S POLICY**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 2008
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 2008**

Covered Risks 16 (Subdivision Law Violation), 18 (Building Permit), 19 (Zoning) and 21 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building
 - b. zoning
 - c. land use
 - d. improvements on the land
 - e. land division
 - f. environmental protection

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

12. THIRD GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (1/01/08)**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions, or location of any improvement erected on the Land; (iii) the subdivision of land; or (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

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- (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing business laws of the state where the Land is situated.
 - 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
 - 6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
 - 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
 - 8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

13. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
- 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
- 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

14. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006
WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 13 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

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1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

**15. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

**16. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 15 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

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Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

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69311

RECORDED AT REQUEST OF
City of Antioch

AUG - 1 1975

AT 4:30 O'CLOCK P. M.
CONTRA COSTA COUNTY RECORDS
J. R. OLSSON
COUNTY RECORDER
FEE \$8.00

NOTICE

PLEASE TAKE NOTICE THAT THE CITY OF ANTIOCH AND THE ANTIOCH DEVELOPMENT AGENCY HAVE INSTITUTED PROCEEDINGS PURSUANT TO THE CALIFORNIA REDEVELOPMENT LAW (SECTION 33000 ET SEQ. OF THE HEALTH & SAFETY CODE) FOR THE REDEVELOPMENT OF THE ANTIOCH DEVELOPMENT AGENCY PROJECT AREA. SAID PROJECT AREA IS MORE PARTICULARLY DESCRIBED IN THE EXHIBIT MARKED EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

ATTEST:

SEAL AFFIXED

Dorothy P. Marks
Dorothy P. Marks, Secretary
Antioch Development Agency

EXHIBIT "A"PROJECT AREA
BOUNDARY DESCRIPTION

BOOK 7581 PL 987

Beginning at the most northerly boundary corner of the City of Antioch; thence generally south along the West boundary to a point on the north line of State Highway 4 and its intersection with the east line of the Los Medanos Wasteway; thence southerly along said east line to the south line of Delta Fair Boulevard; thence easterly along said south line to the northwest corner of Parcel 74-123-04; thence southerly and easterly along the west and south boundaries of said parcel to the west line of Fairview Drive; thence southerly along said west line to the north line of Parcel 74-123-05; thence westerly along said north line to the north line of a 100 foot East Bay Municipal Utility District right-of-way; thence westerly along said north line to the east line of said Los Medanos Wasteway; thence southerly along said east line to the south line of Buchanan Road; thence easterly along said south line to the northwest corner of Parcel 75-010-07; thence southerly and easterly along south and west boundaries of said parcel to the center line of Somersville Road; thence southerly along said center line to a point on the southwest line of the Contra Costa Canal, said point being on the boundary of the City of Antioch; thence southerly, easterly, and northerly along said boundary to said southwest line of the Contra Costa Canal; thence northerly along said southwest line to the east line of Markley Creek; thence northeasterly along said east line to the west line of Parcel 76-030-068; thence southerly, easterly, and northerly along the west, south, and east boundary lines of said parcel to the east line of Markley Creek; thence northeasterly along said east line to the north line of Mahogany Way; thence westerly along said north line to the southwest corner of Parcel 74-370-008; thence northerly along the west line of said parcel to the south line of Sycamore Drive; thence easterly along said south line to the northeast corner of said Parcel 74-370-008; thence northerly across Sycamore Drive and along the east boundary of Parcel 74-370-004 to the south line of the Southern Pacific Railroad; thence easterly along the Southern Pacific Railroad to a point which is south of the southwest corner of Parcel 74-321-002; thence northwesterly along the south line of Fairview Terrace subdivision to the southeast corner of Parcel 74-180-003; thence along the southeast boundary of said parcel to the north line of West 18th Street; thence along said north line to the southeast corner of Parcel 74-171-003; thence along the west line of the Fairview Terrace subdivision to a point on the south line of Parcel 74-160-001; thence easterly along the north line of Parcel 74-160-008 and Parcel 74-334-027 to the northeast corner of said Parcel 74-334-027; thence north along the east line of Parcel 74-334-026 and Parcel 74-334-015 to the south line of 10th Street; thence easterly along the south line of 10th Street to the west line of Parcel 67-021-001; thence southerly and easterly along the boundary of said parcel and Parcel 67-021-002 and across "L" Street to the east line; thence south to the southwest corner of Parcel 67-022-002; thence easterly along the north line of Loma Lane to the east line of "H" Street; thence northerly to the northwest corner of Parcel 67-050-016; thence easterly to the east line of "G" Street; thence southerly to the southwest corner of Parcel 67-060-001; thence easterly and northerly along said boundary to the south line of 10th Street; thence westerly to a point which is south of the

3/19/75

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southeast corner of Parcel 66-207-014; thence northerly along the east line of Parcel 66-207-014 and 66-207-008 to the south line of 9th Street; thence west to the east line of "G" Street; thence northerly to the northwest corner of Parcel 66-203-014; thence westerly to the west line of "H" Street; thence southerly to the southeast corner of Parcel 66-205-008; thence westerly to the southeast corner of Parcel 66-217-007; thence along the boundary of said parcel northerly and westerly to the west line of "L" Street; thence southerly to the north line of 10th Street; thence westerly to the west line of "O" Street; thence northerly along "O" Street to the northeast corner of Parcel 74-130-043; thence westerly 150 feet; thence northerly to the south line of 8th Street; thence east to the east line of "H" Street; thence north to the south line of 4th Street; thence east to the east line of "L" Street; thence north to the northwest corner of Parcel 66-103-008; thence easterly to the southwest corner of Parcel 66-092-012; thence southerly to the south line of 3rd Street; thence easterly to the northeast corner of Parcel 66-107-009; thence south to the south line of Fourth Street; thence east to the northeast corner of Parcel 66-133-010; thence south to the southeast corner thereof; thence easterly to the east line of "I" Street to the west line of Parcel 66-141-006; thence southerly, easterly, and northerly along the west, south, and east boundary of said parcel to the northwest corner of parcel 66-141-005; thence easterly to the west line of "H" Street; thence southerly to the south line of 6th Street; thence easterly to the east line of "F" Street; thence northerly to the south line of 4th Street; thence easterly to the northeast corner of Parcel 66-144-009; thence northerly to the northwest corner of Parcel 66-057-004; thence easterly and along the north lines of Parcels 66-057-004, 66-057-003, 66-057-002, and 66-057-001 to the east line of "E" Street; thence northerly to the south line of 3rd Street; thence east to the west line of "C" Street; thence southerly to the south line of 4th Street; thence easterly to the west line of "B" Street; thence southerly to the south line of 6th Street; thence easterly to the northeast corner of Parcel 66-161-013; thence southerly to the north line of 8th Street; thence westerly to the southwest corner of Parcel 66-163-003; thence southerly to the north line of 9th Street; thence westerly to the west line of "B" Street; thence southerly to the north line of 10th Street; thence westerly to the southwest corner of Parcel 66-189-003; thence southerly and easterly along the boundary of Parcel 67-092-001, to the northeast corner of Parcel 67-092-003; thence southerly to the southeast corner of Parcel 67-093-016; thence westerly, southerly, and easterly along the north, west, and south boundary lines of Parcel 67-093-019 to the northwest corner of Parcel 67-102-067; thence southerly to the southwest corner of Parcel 67-102-052; thence easterly to the northeast corner of Parcel 67-102-007; thence southerly to the south side of 15th Street; thence easterly to the northeast corner of Parcel 67-103-026; thence southerly to the southeast corner thereof; thence southerly, easterly, southerly, and westerly along the eastern boundary lines of Parcel 67-103-017 to the northwest corner of Parcel 67-103-018; thence southerly to the south line of 17th Street; thence west and south along the boundary of Parcel 67-243-030 to the southwest corner thereof; thence westerly to the northwest corner of Parcel 67-243-006; thence southerly to the south line of 18th Street; thence westerly to the northwest corner of Parcel 67-246-008; thence southerly to the southwest corner thereof; thence westerly to the northeast corner of Parcel 67-262-002; thence southerly

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to the north line of 19th Street; thence westerly to the southwest corner of Parcel 67-261-004; thence northerly to the northwest corner thereof; thence westerly to the east line of "D" Street; thence southerly to the north line of 20th Street; thence easterly to the east line of "C" Street; thence northerly to the northwest corner of Parcel 67-263-004; thence easterly to the northeast corner of Parcel 67-263-001; thence southerly to the northwest corner of Parcel 67-251-010; thence easterly to the northeast corner of Parcel 67-251-009; thence southerly to the south line of 20th Street; thence easterly to the northeast corner of Parcel 67-252-007; thence southerly to the southeast corner thereof; thence westerly to the southwest corner of Parcel 67-252-001; thence northerly to the southeast corner of Parcel 67-266-007; thence westerly to the east line of "C" Street; thence north to the south line of 20th Street; thence westerly to the east line of "D" Street; thence southerly to the south line of Parcel 67-277-002; thence southeast to the northeast corner of Parcel 67-274-005; thence southerly to the south line of West Madill Street; thence easterly to the northwest corner of Parcel 67-275-023; thence southerly to the south line of Rossi Avenue; thence west, south, and east along the boundary line of Parcel 67-282-029 to the northwest corner of Parcel 67-282-026; thence southerly to the south line of Texas Street; thence easterly to the west line of "A" Street; thence southerly to the north line of Drake Street; thence easterly to the southeast corner of Parcel 68-142-019; thence westerly and northerly along the boundary of subdivision Sunset Gardens to the south line of Brian Ave; thence easterly to the point south of the southeast corner of Parcel 68-132-036; thence northerly to the northeast corner of said parcel; thence easterly, northerly, and westerly along the boundary of Parcel 68-132-033 to the southeast corner of Parcel 68-132-037; thence northerly to the northeast corner of Parcel 68-131-037; thence easterly and northerly along the south and east boundary of Parcel 68-131-031, to the south line of Southern Pacific Railroad; thence along said south line northwesterly to the east line of "A" Street; thence northerly to the south line of 19th Street; thence easterly to the point which is south of the southeast corner of Parcel 68-011-034; thence northerly along the east boundary lines of Parcels 68-011-034 and 68-011-001 to the south line of E. 18th Street; thence easterly to the west line of Evergreen Avenue; thence southerly to the point which is west of the southwest corner of Parcel 68-017-010; thence easterly to the southeast corner thereof; thence northerly to the south west corner of Parcel 68-041-002; thence easterly to the east line of Richmond Lane; thence northerly to the southwest corner of Parcel 68-041-011; thence easterly to the southeast corner of said parcel; thence southerly to the southwest corner of Parcel 68-041-013; thence easterly to the east line of Alpha Way; thence southerly to the southwest corner of Parcel 68-042-023; thence easterly to the southeast corner thereof; thence southerly to the southwest corner of Parcel 68-042-003; thence easterly to the east line of Crestwood Drive; thence northerly to the northwest corner of Parcel 68-043-011; thence easterly to the southeast corner of Parcel 68-046-034; thence northerly and easterly along the west and north boundary lines of Parcel 68-046-003 to the east line of Cavallo Road; thence north to the southwest corner of Parcel 68-051-015; thence easterly to the southeast corner of Parcel 68-051-019; thence southerly to the southwest corner of Parcel 68-051-042; thence easterly to the southwest corner of Parcel 68-051-024; thence northerly to the northwest

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corner of Parcel 68-051-037; thence easterly to the east line of Biglow Drive; thence northerly to the north line of C. 18th Street; thence easterly to the west line of Hillcrest Avenue; thence southerly along the west line of Hillcrest Avenue to a point which is west of the south west corner of Parcel 51-272-035; thence easterly and northerly along the south and east boundary of said parcel to the south line of E. 18th Street; thence easterly to the northeast corner of Parcel 51-272-006; thence southerly to the southeast corner of Parcel 51-242-005; thence westerly to the east line of Hillcrest Avenue, said line being the Antioch City Limits; thence along said Antioch City Limits line southerly, easterly, northerly, and westerly to the southeast corner of Parcel 51-263-019; thence westerly to the southwest corner of Parcel 51-265-035; thence westerly along the south lines of Parcels 51-120-022 and 51-120-023 to the southeast corner of Parcel 51-120-016; thence westerly to the east line of Hillcrest Avenue; thence northerly to a point which is east of the northeast corner of Parcel 65-262-024; thence westerly to the southeast corner of Parcel 65-262-027; thence westerly along the south line of Lake Alhambra subdivision to the southeast corner of Parcel 65-235-019; thence northerly to the south line of South Lake Drive; thence westerly to the west line of Alhambra Drive; thence southerly to the northeast corner of Parcel 65-142-023; thence along the boundary of said parcel westerly to the east line of Amber Drive; thence northerly to a point which is east of the southeast corner of Parcel 65-143-013; thence westerly to the southwest corner of Parcel 65-143-007; thence northerly to the north line of Amber Drive; thence westerly to the east line of Cavallo Road; thence northerly to a point which is east of the northeast corner of Parcel 65-151-037; thence westerly to the northwest corner thereof; thence southerly to the northeast corner of Parcel 65-151-002; thence westerly to the west line of Noia Avenue; thence southerly to the northeast corner of Parcel 65-152-043; thence westerly to the west line of Hisner Drive; thence northerly to the northeast corner of Parcel 65-152-027; thence westerly and southerly along the north and west lines of said parcel to the northeast corner of Parcel 65-161-001; thence westerly to the west line of Marie Avenue; thence northerly to the southeast corner of Parcel 65-164-012; thence westerly, northerly, and westerly along the boundary of Parcel 65-164-023 to the northwest corner thereof; thence northerly to the south line of East 16th Street; thence southerly to the northeast corner of Parcel 65-172-022; thence westerly to the southeast corner thereof; thence westerly to the north west corner of Parcel 65-172-027; thence southerly to the southeast corner of Parcel 65-172-007; thence westerly along the boundary lines of Parcels 65-172-024, 65-172-025, and 65-172-026 to the northwest corner of Parcel 65-172-028; thence northerly to the southeast corner of Parcel 65-183-009; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-007; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-006; thence westerly to the southwest corner of Parcel 65-183-004; thence northerly to the north line of East 16th Street; thence westerly to the southwest corner of Parcel 65-182-030; thence northerly to the northwest corner thereof; thence easterly to the southeast corner of Parcel 65-182-027; thence northerly to the northwest corner of Parcel 65-181-020; thence easterly to the southeast corner of Parcel 65-181-014; thence northerly and westerly along the east and north line of said parcel to the east line of "A" Street; thence northerly to the northwest corner of Parcel 65-181-016; thence easterly to the southeast

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corner of Parcel 65-075-002; thence northerly to the north line of E. 13th Street; thence easterly to the southeast corner of Parcel 65-071-009; thence northerly to the southeast corner of Parcel 65-064-005; thence westerly to "A" Street; thence northerly to the southwest corner of Parcel 65-061-000; thence easterly to the southeast corner thereof; thence northerly to the north line of Wilbur Avenue; thence easterly to the southeast corner of Parcel 66-164-007; thence northerly to the point on the south line of Parcel 66-164-010; thence westerly to the southwest corner of Parcel 66-164-013; thence northerly to the north line of 7th Street; thence easterly to the southeast corner of Parcel 66-162-008; thence northerly to a point on the south line of Parcel 66-162-011; thence easterly and northerly along the southerly and easterly boundaries of said parcel to the south line of 6th Street; thence northerly to the southeast corner of Parcel 66-032-018; thence northerly to the northeast corner thereof; thence easterly to the east line of the roadway described in Book 27 of Deeds at Page 475; thence southerly along the east line thereof to the northwest corner of Parcel 65-050-026; thence easterly to the northeast corner of Parcel 65-050-013; thence north, east, and south along the boundary of Parcel 65-050-006 to the northwest line of Parcel 65-050-005; thence easterly along the northerly and easterly property lines of Parcels 65-050-005, and 65-050-029, to the northeast corner of Parcel 65-050-029; thence southerly to the northerly most point of Parcel 65-050-017; thence southeasterly along the eastern boundary of said Parcel 65-050-017 to the north line of Wilbur Avenue; thence easterly along the north line of Wilbur Avenue to a point which is north of the west line of Marie Avenue; thence south to the south line of Wilbur Avenue, thence east to the northeast corner of Parcel 65-101-014; thence southerly to the northwest corner of Parcel 65-101-015; thence easterly to the northeast corner of Parcel 65-110-012, said corner being on the Antioch City Limits; thence along northerly, and westerly along said City of Antioch boundary to the point of beginning.

* * * * *

END OF DOCUMENT

4. Exception_05a_19990289937

17

OFFICE OF THE CITY CLERK



L. JOLENE MARTIN
City Clerk

Recording Requested by
and When Recorded Return to:

City Clerk
City of Antioch
P.O. Box 5007
Antioch, CA 94531-5007

CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 1999-0289937-00
M, NOV 01, 1999 15:02:03
FEE \$0.00
Ttl Pd \$0.00 Nbr-0000710007
lrc/R0/1-17

**NOTICE OF ADOPTION OF AN AMENDMENT TO THE REDEVELOPMENT PLAN
FOR THE ANTIOCH REDEVELOPMENT PROJECT**

NOTICE IS HEREBY GIVEN that the City Council of the City of Antioch adopted Ordinance NO. 963-C-S and 964-C-S on October 26, 1999, approving and adopting the Amendment to the Redevelopment Plan for the Antioch Redevelopment Project.

A legal description of the boundaries of the Project Area is attached hereto as Exhibit A and incorporated herein by reference.

Proceeding for the redevelopment of the Project Area, as amended, have been instituted under the California Community Redevelopment Law (Health and Safety Code Section 3300 et seq.).

Filed for recordation with the County Recorder of Contra Costa County by order of the City Council of the City of Antioch, California.

Dated: October 29, 1999


City Clerk
City of Antioch

Attachment

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ORDINANCE NO. 963-C-S

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF ANTIOCH ESTABLISHING AND AMENDING
CERTAIN LIMITATIONS WITH RESPECT TO THE
REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT**

WHEREAS, the City Council of the City of Antioch (the "City Council") adopted Ordinance No. 290-C-S on July 15, 1975, approving and adopting the Redevelopment Plan (the "Redevelopment Plan") for the Antioch Redevelopment Project (the "Project"); and

WHEREAS, on April 10, 1979, the City Council adopted Ordinance No. 398-C-S, approving and adopting an amendment to the Redevelopment Plan; and

WHEREAS, on November 12, 1986, the City Council adopted Ordinance No. 653-C-S, establishing certain limitations with respect to the Redevelopment Plan; and

WHEREAS, the Antioch Development Agency (the "Agency") has been designated as the official redevelopment agency in the City of Antioch to carry out the functions and requirements of the Community Redevelopment Law of the State of California (Health and Safety Code Section 33000 et seq.) and to implement the Redevelopment Plan; and

WHEREAS, Section 33333.6 of the Community Redevelopment Law requires that every redevelopment plan adopted on or before December 31, 1993, contain certain limitations: (1) if the plan contains the provisions set forth in Section 33670 of the Community Redevelopment Law ("tax increment authority"), a time limit on the establishing of loans, advances and indebtedness which shall not exceed 20 years from the adoption of the redevelopment plan or January 1, 2004, whichever is later; (2) a time limit on the effectiveness of the redevelopment plan which shall not exceed 40 years from the adoption of the redevelopment plan or January 1, 2009, whichever is later; and (3) a time limit on the repayment of indebtedness which shall not exceed 10 years from the termination of the effectiveness of the redevelopment plan; and

WHEREAS, Section 33333.6 further provides that a redevelopment plan adopted prior to January 1, 1994, may be amended by the legislative body by adoption of an

STATE OF CALIFORNIA
County of Contra Costa
City of Antioch

I, L. JoJene Martin, City Clerk in and for said City of Antioch, County of Contra Costa, State of California, do hereby certify under penalty of perjury that the hereto attached and foregoing paper is a full, true and correct copy of Ordinance No. 963-C-5 now on file in this office of said city.

WITNESS, my hand, and Official Seal, this 29th day of October 19 99

L. JoJene Martin
City Clerk, City of Antioch
Contra Costa County, California

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ordinance on or after January 1, 1999, but on or before December 31, 1999, provided that the redevelopment plan as so amended does not exceed the terms provided in that section; and

WHEREAS, Ordinance No. 653-C-S established a time limit for incurring indebtedness that exceeds the maximum permitted by subdivision (a) of Health and Safety Code Section 33333.6 and, therefore, should be amended; and

WHEREAS, the Redevelopment Plan contains an ambiguous termination date for the Redevelopment Plan that should be clarified; and

WHEREAS, a time limit for repayment of indebtedness in accord with Health and Safety Code Section 33333.6 should be established;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANTIOCH DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. A new sentence is hereby added to the end of the last paragraph of subsection 1 of Section 1201 of the Redevelopment Plan to read as follows:

"The Agency shall not establish or incur loans, advances or indebtedness to finance, in whole or in part, the Project after January 1, 2004."

SECTION 2. The existing sentence in Section 406 of the Redevelopment Plan is hereby deleted and replaced by the following:

"Except for the nondiscrimination and nonsegregation provisions that shall run in perpetuity, the provisions of this Plan shall be effective, and the provisions of other documents formulated pursuant to this Plan may be made effective, for forty (40) years from the date of adoption of this Plan. Based upon the date of adoption of the Redevelopment Plan, the effectiveness of the Redevelopment Plan shall terminate on July 15, 2015."

SECTION 3. The Agency shall not pay indebtedness or receive property taxes pursuant to Health and Safety Code Section 33670 after ten (10) years from the termination of the effectiveness of the Redevelopment Plan, as established in Section 2 of this Ordinance. Based upon the termination date established in Section 2 of this Ordinance, the Agency shall not pay indebtedness or receive property taxes pursuant to Section 33670 after July 15, 2025.

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SECTION 4. Ordinance Nos. 290-C-S, 398-C-S and 653-C-S are continued in full force and effect as amended by this Ordinance.

SECTION 5. The City Clerk is hereby directed to send a certified copy of this Ordinance to the Agency.

SECTION 6. Severability. If any part of this Ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance, and this City Council hereby declares that it would have passed the remainder of this Ordinance if such invalid portion thereof had been deleted.

SECTION 7. Publication. The City Clerk is hereby ordered and directed to cause this Ordinance to be published once in *The Ledger Dispatch*, a newspaper of general circulation, published and circulated in the City of Antioch.

SECTION 8. This ordinance shall be in full force and effect thirty (30) days after its passage.

* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch, held on the 28th day of September, 1999, and passed and adopted at a regular meeting thereof, held on the 26th day of October, 1999.

AYES: Council Members Freitas, Soliz, Davis, and Mayor Rocha.

NOES: Council Member Sudario.

ABSENT: None.

s/ Mary Helen Rocha
MAYOR OF THE CITY OF ANTIOCH

ATTEST:

s/ L. Jolene Martin
CITY CLERK OF THE CITY OF ANTIOCH

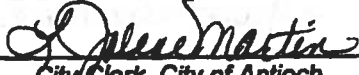
STATE OF CALIFORNIA
County of Contra Costa

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City of Antioch

I, L. Jolene Martin, City Clerk in and for said City of Antioch, County of Contra Costa, State of California, do hereby certify under penalty of perjury that the hereto attached and foregoing paper is a full, true and correct copy of _____
Ordinance No. 964-C-S now on file in this office of said city.

WITNESS, my hand, and Official Seal, this 29th day of October 19 99



City Clerk, City of Antioch
Contra Costa County, California

WHEREAS, a Negative Declaration was prepared on the proposed Amendment in accordance with the California Environmental Quality Act (Public Resources Code Section 21000 et seq.), the Guidelines for Implementation of the California

WHEREAS, by Resolution No. 99-19, adopted on August 18, 1999, the Planning Commission has reported that the Redevelopment Plan, as it is proposed to be amended by the Amendment, conforms to the General Plan of the City of Antioch and has recommended approval of the proposed Amendment; and

WHEREAS, the proposed Amendment would re-establish the time period within which the Agency can exercise its eminent domain authority and make certain other minor, technical amendments to bring the Redevelopment Plan into conformity with the current Community Redevelopment Law (Health and Safety Code Section 33000 et seq.); and

WHEREAS, the City Council has received from the Antioch Development Agency (the "Agency") a proposed amendment (the "Amendment") to the Redevelopment Plan, a copy of which is on file at the office of the Agency and at the office of the City Clerk, both at City Hall, Third and H Streets, Antioch, California, together with the Report of the Agency to the City Council on the proposed Amendment, including: (1) the reasons for amending the Redevelopment Plan; (2) the report and recommendations of the Planning Commission of the City of Antioch (the "Planning Commission"); and (3) the Negative Declaration; and

WHEREAS, the City Council of the City of Antioch (the "City Council") adopted Ordinance No. 290-C-5 on July 15, 1975, approving and adopting the Redevelopment Plan (the "Redevelopment Plan") for the Antioch Redevelopment Project (the "Project") and adopted Ordinance No. 398-C-5 on April 10, 1979, Ordinance No. 653-C-5 on November 12, 1986, and Ordinance No. 963-C-5, on October 26, 1999, amending the Redevelopment Plan; and

AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF ANTIOCH, CALIFORNIA, AMENDING
ORDINANCE NOS. 290-C-5, 398-C-5, 653-C-5 AND
APPROVING AND ADOPTING AN AMENDMENT
TO THE REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT

ORDINANCE NO. 964-C-5

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Environmental Quality Act (14 Cal. Code Regs. Section 15000 et seq.). and environmental procedures adopted by the Agency pursuant thereto; and

WHEREAS, the Agency and the City Council have reviewed and considered the Negative Declaration on the proposed Amendment and have each approved the Negative Declaration; and

WHEREAS, the City Council and the Agency held a joint public hearing on September 28, 1999, on the adoption of the Amendment and approval of the Negative Declaration on the Amendment in the City Council Chambers, Third and H Streets, Antioch, California; and

WHEREAS, a notice of said hearing was duly and regularly published in *The Ledger Dispatch*, a newspaper of general circulation in the City of Antioch, once a week for three successive weeks prior to the date of said hearing, and a copy of said notice and affidavit of publication are on file with the City Clerk and the Agency; and

WHEREAS, copies of the notice of joint public hearing and a statement concerning acquisition of property by the Agency were mailed to the last known address of each assessee of each parcel of land in the Project Area, as shown on the last equalized assessment roll of the County of Contra Costa; and

WHEREAS, copies of the notice of joint public hearing were mailed to each business and resident in the Project Area; and

WHEREAS, copies of the notice of joint public hearing were mailed by certified mail with return receipt requested to the governing body of each taxing agency that receives taxes from property in the Project Area; and

WHEREAS, the City Council has considered the Report of the Agency, the report and recommendations of the Planning Commission, the proposed Amendment and the Negative Declaration; has provided an opportunity for all persons to be heard; and has received and considered all evidence and testimony presented for or against any and all aspects of the proposed Amendment;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANTIOCH DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The purpose and intent of the City Council with respect to the Amendment is to promote the full and effective implementation of the Redevelopment

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Plan for the Antioch Redevelopment Project by re-establishing, for an additional twelve (12) years, the Agency's power to acquire property by eminent domain. Implementation of the Redevelopment Plan will serve to eliminate blight and improve the physical and economic conditions in the Project Area.

SECTION 2. The City Council hereby finds and determines that:

(a) Remaining blight exists within the Project Area, the redevelopment of which is necessary to effectuate the public purposes in the Community Redevelopment Law. This finding is based upon the facts set forth in the Agency's Report to the City Council, particularly the descriptions of deterioration, stagnated or decreased property values, vacancy rates, low lease rates, asbestos and other blighting conditions.

(b) It is necessary and desirable to amend the Redevelopment Plan in the manner set forth in the proposed Amendment in order to carry out the redevelopment of the Project Area and make possible the achievement of the goals and objectives of the Redevelopment Plan. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that, without eminent domain authority, the Agency will not be able to assemble sites and eliminate remaining blight within the Project Area.

(c) The proposed Amendment will aid in the redevelopment of the Project Area in conformity with the Community Redevelopment Law and in the interests of the public peace, health, safety and welfare. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that implementation of the Redevelopment Plan will serve to eliminate remaining blight and improve physical and economic conditions in the Project Area and that eminent domain authority is necessary for the full and effective implementation of the Redevelopment Plan.

(d) The Redevelopment Plan, as it is proposed to be amended by the Amendment, is consistent with the General Plan of the City of Antioch. This finding is based upon the findings of the Planning Commission set forth in Resolution No. 99-19, adopted on August 18, 1999, a copy of which is included in the Agency's Report to the City Council.

(e) The carrying out of the Redevelopment Plan, as it is proposed to be amended by the Amendment, will promote the public peace, health, safety and welfare of the City of Antioch and will effectuate the purposes and policy of the

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Community Redevelopment Law. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that redevelopment, as contemplated by the Redevelopment Plan, will benefit the Project Area by authorizing the Agency to assemble sites for redevelopment to correct the significant blight remaining in the Project Area.

(f) The condemnation of real property within the Project Area, as provided for in the proposed Amendment, is necessary to the execution of the Redevelopment Plan, and adequate provisions have been made for the payment for property to be acquired as provided by law. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that, without eminent domain authority, certain sites within the Project Area could not be assembled for redevelopment. This finding is further based on the fact that, in connection with the acquisition of property by the Agency, the Agency will comply with all applicable provisions of the California Eminent Domain Law (Code of Civil Procedure Section 1230.010 et seq.) and the California Relocation and Real Property Acquisition Law (Government Code Section 7260 et seq.), including provisions requiring the payment of just compensation.

(g) The elimination of blight and the redevelopment of the Project Area could not reasonably be expected to be accomplished by private enterprise acting alone without the aid and assistance of the Agency. This finding is based upon the facts that, because of the higher costs and more significant risks associated with development of blighted areas, individual developers are unable and unwilling to invest in blighted areas without substantial public assistance; that funds of other public sources and programs are insufficient to eliminate the blighting conditions; and that, without the Agency's use of eminent domain, sites could not be assembled for redevelopment.

(h) The time limitation in the Redevelopment Plan regarding the Agency's eminent domain authority, as amended by the Amendment, is reasonably related to the proposed projects to be implemented in the Project Area and the ability of the Agency to eliminate blight within the Project Area. This finding is based upon the fact that Section 33333.4 of the Community Redevelopment Law provides that a time limit, not to exceed 12 years from the adoption of the Redevelopment Plan, may be established for commencement of eminent domain proceedings to acquire property within the Project Area and that said time limit may be extended by amendment of the Redevelopment Plan.

SECTION 3. In order to implement and facilitate the effectuation of the proposed Amendment, certain official actions must be taken by the City Council; accordingly, the

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City Council hereby: (a) pledges its cooperation in helping to carry out the Redevelopment Plan, as amended by the Amendment; (b) directs the various officials, departments, boards and agencies of the City of Antioch having administrative responsibilities in the Project Area likewise to cooperate to such end and to exercise their respective functions and powers in a manner consistent with the Redevelopment Plan, as amended by the Amendment; (c) stands ready to consider and take appropriate action on proposals and measures designed to effectuate the Redevelopment Plan, as amended by the Amendment; and (d) declares its intention to undertake and complete any proceedings, including the expenditure of moneys, necessary to be carried out by the City under the provisions of the Redevelopment Plan, as amended by the Amendment.

SECTION 4. The Council is satisfied that written objections, if any, received before or at the noticed public hearing have been responded to in writing. In addition, written findings have been adopted in response to each written objection, if any, of an affected property owner or taxing entity filed with the City Clerk either before or at the noticed public hearing.

SECTION 5. The Redevelopment Plan, as adopted and amended by Ordinance Nos. 290-C-S, 398-C-S, 653-C-S and 963-C-S, is hereby further amended as set forth in the "Amendment to the Redevelopment Plan for the Antioch Redevelopment Project," attached hereto. As so amended, the Redevelopment Plan is incorporated by reference herein. The Executive Director of the Agency is hereby authorized to combine the Redevelopment Plan, as amended by the Amendment, into a single document, and said document, when filed with the City Clerk and the Secretary of the Agency, shall constitute the official Redevelopment Plan for the Antioch Redevelopment Project.

SECTION 6. Ordinance Nos. 290-C-S, 398-C-S, 653-C-S and 963-C-S, are continued in full force and effect as amended by this Ordinance.

SECTION 7. The City Clerk is hereby directed to send a certified copy of this Ordinance to the Agency, and the Agency is hereby vested with the responsibility for carrying out the Redevelopment Plan, as amended by the Amendment.

SECTION 8. The City Clerk is hereby directed to record with the County Recorder of Contra Costa County a notice of the approval and adoption of the Amendment pursuant to this Ordinance, containing a statement that proceedings for the redevelopment of the Project Area pursuant to the Redevelopment Plan, as amended by the Amendment, have been instituted under the Community Redevelopment Law.

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SECTION 9. The City Clerk is hereby ordered and directed to certify to the passage of this Ordinance and to cause the same to be published once in *The Ledger Dispatch*, a newspaper of general circulation, published and circulated in the City of Antioch.

SECTION 10. If any part of this Ordinance, or the Amendment that it approves, is held to be invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance or of the Amendment, and this City Council hereby declares that it would have passed the remainder of the Ordinance, or approved the remainder of the Amendment, if such invalid portion thereof had been deleted.

SECTION 11. Effective Date. This Ordinance shall be in full force and effect thirty (30) days after its adoption.

* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch, held on the 28th day of September, 1999, and passed and adopted at a regular meeting thereof, held on the 26th day of October, 1999.

AYES: Council Members Freitas, Soliz, Davis, and Mayor Rocha.

NOES: Council Member Sudario.

ABSENT: None.

s/ Mary Helen Rocha
MAYOR OF THE CITY OF ANTIOCH

ATTEST:

s/ L. Jolene Martin
CITY CLERK OF THE CITY OF ANTIOCH

EXHIBIT "A"PROJECT AREA
BOUNDARY DESCRIPTION

(BOOK 7581 PG 987)

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Beginning at the most northerly boundary corner of the City of Antioch; thence generally south along the West boundary to a point on the north line of State Highway 4 and its intersection with the east line of the Los Medanos Wasteway; thence southerly along said east line to the south line of Delta Fair Boulevard; thence easterly along said south line to the northwest corner of Parcel 74-123-04; thence southerly and easterly along the west and south boundaries of said parcel to the west line of Fairview Drive; thence southerly along said west line to the north line of Parcel 74-123-05; thence westerly along said north line to the north line of a 100 foot East Bay Municipal Utility District right-of-way; thence westerly along said north line to the east line of said Los Medanos Wasteway; thence southerly along said east line to the south line of Buchanan Road; thence easterly along said south line to the northwest corner of Parcel 75-010-07; thence southerly and easterly along south and west boundaries of said parcel to the center line of Somersville Road; thence southerly along said center line to a point on the southwest line of the Contra Costa Canal, said point being on the boundary of the City of Antioch; thence southerly, easterly, and northerly along said boundary to said southwest line of the Contra Costa Canal; thence northerly along said southwest line to the east line of Markley Creek; thence northeasterly along said east line to the west line of Parcel 76-030-068; thence southerly, easterly, and northerly along the west, south, and east boundary lines of said parcel to the east line of Markley Creek; thence northeasterly along said east line to the north line of Mahogany Way; thence westerly along said north line to the southwest corner of Parcel 74-370-008; thence northerly along the west line of said parcel to the south line of Sycamore Drive; thence easterly along said south line to the northeast corner of said Parcel 74-370-008; thence northerly across Sycamore Drive and along the east boundary of Parcel 74-370-004 to the south line of the Southern Pacific Railroad; thence easterly along the Southern Pacific Railroad to a point which is south of the southwest corner of Parcel 74-321-002; thence northwesterly along the south line of Fairview Terrace subdivision to the southeast corner of Parcel 74-180-003; thence along the southeast boundary of said parcel to the north line of West 18th Street; thence along said north line to the southeast corner of Parcel 74-171-003; thence along the west line of the Fairview Terrace subdivision to a point on the south line of Parcel 74-160-001; thence easterly along the north line of Parcel 74-160-008 and Parcel 74-334-027 to the northeast corner of said Parcel 74-334-027; thence north along the east line of Parcel 74-334-026 and Parcel 74-334-015 to the south line of 10th Street; thence easterly along the south line of 10th Street to the west line of Parcel 67-021-001; thence southerly and easterly along the boundary of said parcel and Parcel 67-021-002 and across "L" Street to the east line, thence south to the southwest corner of Parcel 67-022-002; thence easterly along the north line of Loma Lane to the east line of "H" Street; thence northerly to the northwest corner of Parcel 67-050-016; thence easterly to the east line of "G" Street; thence southerly to the southwest corner of Parcel 67-060-001; thence easterly and northerly along said boundary to the south line of 10th Street; thence westerly to a point which is south of the

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(7581 487-A)

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southeast corner of Parcel 66-207-014; thence northerly along the east line of Parcels 66-207-014 and 66-207-008 to the south line of 9th Street; thence west to the east line of "G" Street; thence northerly to the northwest corner of Parcel 66-203-014; thence westerly to the west line of "H" Street; thence southerly to the southeast corner of Parcel 66-205-008; thence westerly to the southeast corner of Parcel 66-217-007; thence along the boundary of said parcel northerly and westerly to the west line of "L" Street; thence southerly to the north line of 10th Street; thence westerly to the west line of "O" Street; thence northerly along "O" Street to the northeast corner of Parcel 74-130-043; thence westerly 150 feet; thence northerly to the south line of 6th Street; thence east to the east line of "M" Street; thence north to the south line of 4th Street; thence east to the east line of "L" Street; thence north to the northwest corner of Parcel 66-103-008; thence easterly to the southwest corner of Parcel 66-092-012; thence southerly to the south line of 3rd Street; thence easterly to the northeast corner of Parcel 66-107-009; thence south to the south line of Fourth Street; thence east to the northeast corner of Parcel 66-133-010; thence south to the southeast corner thereof; thence easterly to the east line of "I" Street to the west line of Parcel 66-141-006; thence southerly, easterly, and northerly along the west, south, and east boundary of said parcel to the northwest corner of parcel 66-141-005; thence easterly to the west line of "H" Street; thence southerly to the south line of 6th Street; thence easterly to the east line of "F" Street; thence northerly to the south line of 4th Street; thence easterly to the northeast corner of Parcel 66-144-009; thence northerly to the northwest corner of Parcel 66-057-004; thence easterly and along the north lines of Parcels 66-057-004, 66-057-003, 66-057-002, and 66-057-001 to the east line of "E" Street; thence northerly to the south line of 3rd Street; thence east to the west line of "C" Street; thence southerly to the south line of 4th Street; thence easterly to the west line of "B" Street; thence southerly to the south line of 6th Street; thence easterly to the northeast corner of Parcel 66-161-013; thence southerly to the north line of 8th Street; thence westerly to the southwest corner of Parcel 66-163-003; thence southerly to the north line of 9th Street; thence westerly to the west line of "B" Street; thence southerly to the north line of 10th Street; thence westerly to the southwest corner of Parcel 66-189-003; thence southerly and easterly along the boundary of Parcel 67-092-001, to the northeast corner of Parcel 67-092-003; thence southerly to the southeast corner of Parcel 67-093-016; thence westerly, southerly, and easterly along the north, west, and south boundary lines of Parcel 67-093-019 to the northwest corner of Parcel 67-102-067; thence southerly to the southwest corner of Parcel 67-102-052; thence easterly to the northeast corner of Parcel 67-102-007; thence southerly to the south side of 15th Street; thence easterly to the northeast corner of Parcel 67-103-026; thence southerly to the southeast corner thereof; thence southerly, easterly, southerly, and westerly along the eastern boundary lines of Parcel 67-103-017 to the northwest corner of Parcel 67-103-018; thence southerly to the south line of 17th Street; thence west and south along the boundary of Parcel 67-243-030 to the southwest corner thereof; thence westerly to the northwest corner of Parcel 67-243-006; thence southerly to the south line of 18th Street; thence westerly to the northwest corner of Parcel 67-246-008; thence southerly to the southwest corner thereof; thence westerly to the northeast corner of Parcel 67-262-002; thence southerly

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to the north line of 19th Street; thence westerly to the southwest corner of Parcel 67-261-004; thence northerly to the northwest corner thereof; thence westerly to the east line of "D" Street; thence southerly to the north line of 20th Street; thence easterly to the east line of "C" Street; thence northerly to the northwest corner of Parcel 67-263-004; thence easterly to the northeast corner of Parcel 67-263-001; thence southerly to the northwest corner of Parcel 67-251-010; thence easterly to the northeast corner of Parcel 67-251-009; thence southerly to the south line of 20th Street; thence easterly to the northeast corner of Parcel 67-252-007; thence southerly to the southeast corner thereof; thence westerly to the southwest corner of Parcel 67-252-001; thence northerly to the southeast corner of Parcel 67-266-007; thence westerly to the east line of "C" Street; thence north to the south line of 20th Street; thence westerly to the east line of "D" Street; thence southerly to the south line of Parcel 67-277-002; thence southeast to the northeast corner of Parcel 67-274-005; thence southerly to the south line of West Madison Street; thence easterly to the northwest corner of Parcel 67-275-023; thence southerly to the south line of Rossi Avenue; thence west, south, and east along the boundary line of Parcel 67-282-029 to the northwest corner of Parcel 67-232-026; thence southerly to the south line of Texas Street; thence easterly to the west line of "A" Street; thence southerly to the north line of Drake Street; thence easterly to the southeast corner of Parcel 63-142-019; thence westerly and northerly along the boundary of subdivision Sunset Gardens to the south line of Brian Ave; thence easterly to the point south of the southeast corner of Parcel 68-132-036; thence northerly to the northeast corner of said parcel; thence easterly, northerly, and westerly along the boundary of Parcel 68-132-033 to the southeast corner of Parcel 68-132-037; thence northerly to the northeast corner of Parcel 68-131-037; thence easterly and northerly along the south and east boundary of Parcel 68-131-031, to the south line of Southern Pacific Railroad; thence along said south line northwesterly to the east line of "A" Street; thence northerly to the south line of 19th Street; thence easterly to the point which is south of the southeast corner of Parcel 68-011-034; thence northerly along the east boundary lines of Parcels 68-011-034 and 68-011-001 to the south line of E. 18th Street; thence easterly to the west line of Evergreen Avenue; thence southerly to the point which is west of the southwest corner of Parcel 68-017-010; thence easterly to the southeast corner thereof; thence northerly to the south west corner of Parcel 68-041-002; thence easterly to the east line of Helmut Lane; thence northerly to the southwest corner of Parcel 68-041-011; thence easterly to the southeast corner of said parcel; thence southerly to the southwest corner of Parcel 68-041-013; thence easterly to the east line of Alpha Way; thence southerly to the southwest corner of Parcel 68-042-023; thence easterly to the southeast corner thereof; thence southerly to the southwest corner of Parcel 68-042-003; thence easterly to the east line of Crestwood Drive; thence northerly to the northwest corner of Parcel 68-043-011; thence easterly to the southeast corner of Parcel 68-046-034; thence northerly and easterly along the west and north boundary lines of Parcel 68-046-003 to the east line of Cavallo Road; thence north to the southwest corner of Parcel 68-051-015; thence easterly to the southeast corner of Parcel 68-051-019; thence southerly to the southwest corner of Parcel 68-051-042; thence easterly to the southwest corner of Parcel 68-051-024; thence northerly to the northwest

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(DK 7551 PAGE 988 - A)

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corner of Parcel 68-051-037; thence easterly to the east line of Biglow Drive; thence northerly to the north line of E. 18th Street; thence easterly to the west line of Hillcrest Avenue; thence southerly along the west line of Hillcrest Avenue to a point which is west of the south west corner of Parcel 51-272-035; thence easterly and northerly along the south and east boundary of said parcel to the south line of E. 18th Street; thence easterly to the northeast corner of Parcel 51-272-006; thence southerly to the southeast corner of Parcel 51-242-005; thence westerly to the east line of Hillcrest Avenue, said line being the Antioch City Limits; thence along said Antioch City Limits line southerly, easterly, northerly, and westerly to the southeast corner of Parcel 51-263-019; thence westerly to the southwest corner of Parcel 51-265-035; thence westerly along the south lines of Parcels 51-120-022 and 51-120-023 to the southeast corner of Parcel 51-120-016; thence westerly to the east line of Hillcrest Avenue; thence northerly to a point which is east of the northeast corner of Parcel 65-262-024; thence westerly to the southeast corner of Parcel 65-262-027; thence westerly along the south line of Lake Alhambra subdivision to the southeast corner of Parcel 65-235-019; thence northerly to the south line of South Lake Drive; thence westerly to the west line of Alhambra Drive; thence southerly to the northeast corner of Parcel 65-142-023; thence along the boundary of said parcel westerly to the east line of Amber Drive; thence northerly to a point which is east of the southeast corner of Parcel 65-143-013; thence westerly to the southwest corner of Parcel 65-143-007; thence northerly to the north line of Amber Drive; thence westerly to the east line of Cavallo Road; thence northerly to a point which is east of the northeast corner of Parcel 65-151-037; thence westerly to the northwest corner thereof; thence southerly to the northeast corner of Parcel 65-151-002; thence westerly to the west line of Noia Avenue; thence southerly to the northeast corner of Parcel 65-152-043; thence westerly to the west line of Wisner Drive; thence northerly to the northeast corner of Parcel 65-152-027; thence westerly and southerly along the north and west lines of said parcel to the northeast corner of Parcel 65-161-001; thence westerly to the west line of Marie Avenue; thence northerly to the southeast corner of Parcel 65-164-012; thence westerly, northerly, and westerly along the boundary of Parcel 65-164-023 to the northwest corner thereof; thence northerly to the south line of East 16th Street; thence westerly to the northeast corner of Parcel 65-172-022; thence southerly to the southeast corner thereof; thence westerly to the north west corner of Parcel 65-172-027; thence southerly to the southeast corner of Parcel 65-172-007; thence westerly along the boundary lines of Parcels 65-172-024, 65-172-025, and 65-172-020 to the northwest corner of Parcel 65-172-028; thence northerly to the southeast corner of Parcel 65-183-009; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-007; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-006; thence westerly to the southwest corner of Parcel 65-183-004; thence northerly to the north line of East 16th Street; thence westerly to the southwest corner of Parcel 65-182-030; thence northerly to the northwest corner thereof; thence easterly to the southeast corner of Parcel 65-182-027; thence northerly to the northwest corner of Parcel 65-181-020; thence easterly to the southeast corner of Parcel 65-181-014; thence northerly and westerly along the east and north line of said parcel to the east line of "A" Street; thence northerly to the northwest corner of Parcel 65-181-018; thence easterly to the southeast

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(BOOK 7581 PG 989)

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corner of Parcel 65-075-002; thence northerly to the north line of E. 13th Street; thence easterly to the southeast corner of Parcel 65-071-009; thence northerly to the southeast corner of Parcel 65-064-005; thence westerly to "A" Street; thence northerly to the southwest corner of Parcel 65-061-008; thence easterly to the southeast corner thereof; thence northerly to the north line of Wilbur Avenue; thence easterly to the southeast corner of Parcel 66-164-007; thence northerly to the point on the south line of Parcel 66-164-010; thence westerly to the southwest corner of Parcel 66-164-013; thence northerly to the north line of 7th Street; thence easterly to the southeast corner of Parcel 66-162-008; thence northerly to a point on the south line of Parcel 66-162-011; thence easterly and northerly along the southerly and easterly boundaries of said parcel to the south line of 6th Street; thence northerly to the southeast corner of Parcel 66-032-018; thence northerly to the northeast corner thereof; thence easterly to the east line of the roadway described in Book 27 of Deeds at Page 475; thence southerly along the east line thereof to the northwest corner of Parcel 65-050-026; thence easterly to the northeast corner of Parcel 65-050-013; thence north, east, and south along the boundary of Parcel 65-050-006 to the northwest line of Parcel 65-050-005; thence easterly along the northerly and easterly property lines of Parcels 65-050-005, and 65-050-029, to the northeast corner of Parcel 65-050-029; thence southerly to the northerly most point of Parcel 65-050-017; thence southeasterly along the eastern boundary of said Parcel 65-050-017 to the north line of Wilbur Avenue; thence easterly along the north line of Wilbur Avenue to a point which is north of the west line of Marie Avenue; thence south to the south line of Wilbur Avenue, thence east to the northeast corner of Parcel 65-101-014; thence southerly to the northwest corner of Parcel 65-101-015; thence easterly to the northeast corner of Parcel 65-110-012, said corner being on the Antioch City Limits; thence along northerly, and westerly along said City of Antioch boundary to the point of beginning.

* * * * *

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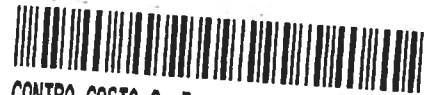
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5. Exception_05b_20070192911

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RECORDED AT REQUEST OF
AND FOR THE BENEFIT OF:
CITY OF ANTIOCH

WHEN RECORDED MAIL TO:
L. Jolene Martin
City Clerk
P.O. Box 5007
Antioch, CA 94531-5007



CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2007-0192911-00

Check Number

Tuesday, JUL 03, 2007 14:32:00

FRE \$0.00!!

Ttl Pd \$0.00

Nbr-0003770708
lee/R5/1-6

REVISED NOTICE OF ADOPTION OF THE
REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT AREA NO. 1

Recording Requested by
and When Recorded Return to:

L. Jolene Martin, City Clerk
City of Antioch
P.O. Box 5007
Antioch, Ca 94531-5007

Exempt from recording fees pursuant to
Government Code Section 27383

**ALL PROPERTY TO WHICH THIS NOTICE PERTAINS
IS LOCATED WITHIN THE ANTIOCH REDEVELOPMENT PROJECT AREA NO. 1**

**REVISED NOTICE OF ADOPTION OF THE
REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT AREA NO. 1**

NOTICE IS HEREBY GIVEN, in compliance with Section 33373(c) of the California Health and Safety Code which became effective January 1, 2007, that the City Council of the City of Antioch, California ("City Council") adopted Ordinance No. 290 C.S. on July 15, 1975, as amended, approving and adopting the Redevelopment Plan for the Antioch Project Area No. 1 (the "Redevelopment Plan"). The Antioch Development Agency ("Agency") is vested with the responsibility to carry out the Redevelopment Plan.

A legal description of the boundaries of Project Area No. 1 is attached hereto as Exhibit A and incorporated herein by reference and a copy of the Redevelopment Plan may be obtained from the Agency.

Proceedings for the redevelopment of Project Area No. 1, as contemplated by the Redevelopment Plan have been instituted under the California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*).

AGENCY'S EMINENT DOMAIN AUTHORITY. Sections 104, 105 and 701 of the Redevelopment Plan provides as follows:

When the Agency exercises its power of eminent domain, it shall be exercised within the following limitations:

The Redevelopment Plan may be amended by means of the procedures established in Section 33354.6 and/or Sections 33450-33458 of the Community Redevelopment Law or by any other procedure hereafter established by law; however, the Redevelopment Plan may not be

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amended to provide for the acquisition by eminent domain on any property zoned for residential uses as of the date the ordinance adopting the third amendment to the Plan becomes effective.

It is in the public interest and is necessary in order to eliminate the conditions requiring redevelopment and in order to execute this Plan for the power of eminent domain to be employed by the Agency to acquire real property in the Project Area which cannot be acquired by gift, devise, exchange, purchase, or any other lawful method. Eminent Domain proceedings, if used, must be commenced within twelve (12) years from the date the ordinance adopting the third amendment to the Plan becomes effective (or by October 26, 2011). This time limit for commencement of eminent domain proceedings may be extended only by amendment of the Plan.

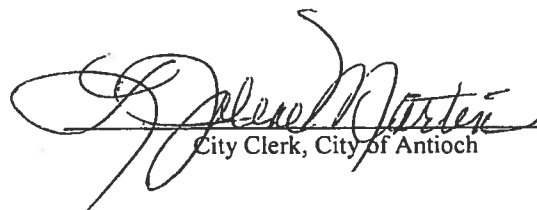
The Agency shall not acquire by eminent domain real property zoned for residential uses as of the date the ordinance adopting the third amendment to the Plan becomes effective.

It is the policy of the Agency to encourage the participation of property owners and businesses within the Project Area. Accordingly, the Agency has adopted Rules Governing Participation by, and the Extension of Reasonable Preferences to, Property Owners and Tenants in Project Area No. 1, which extend reasonable preferences to property owners and tenants in the Project Area, to participate in the redevelopment of the Project Area. The power of eminent domain shall not be exercised except in compliance with the rules and procedures set forth therein, as amended from time to time.

Generally, personal property shall not be acquired. However, where necessary in the execution of the Redevelopment Plan, the Agency is authorized to acquire personal property in the Project Area by any lawful means.

Filed for recordation with the County Recorder of Contra Costa County by order of the City Council of the City of Antioch, California.

Dated: June 21, 2007.


City Clerk, City of Antioch

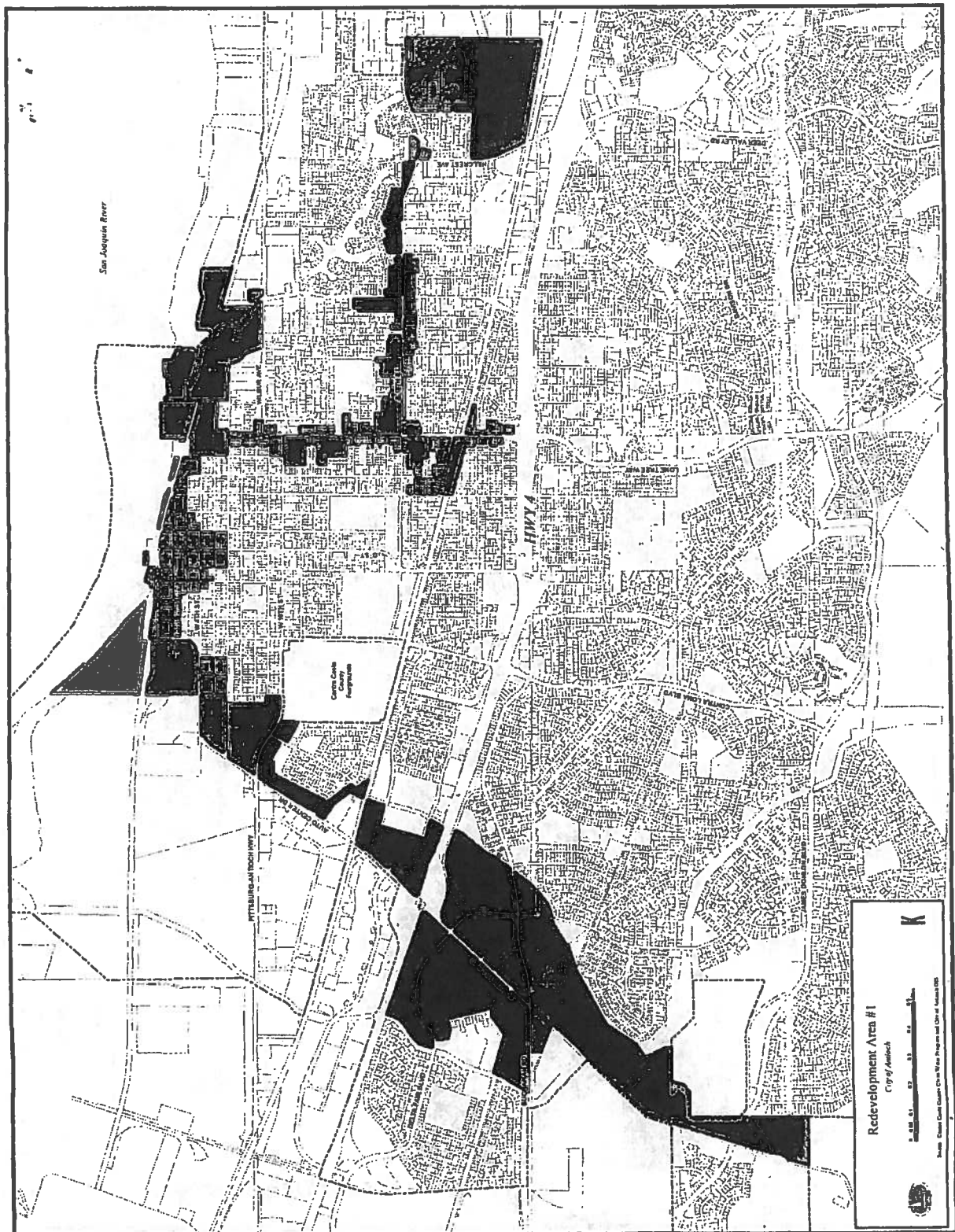
Attachment: Legal Description

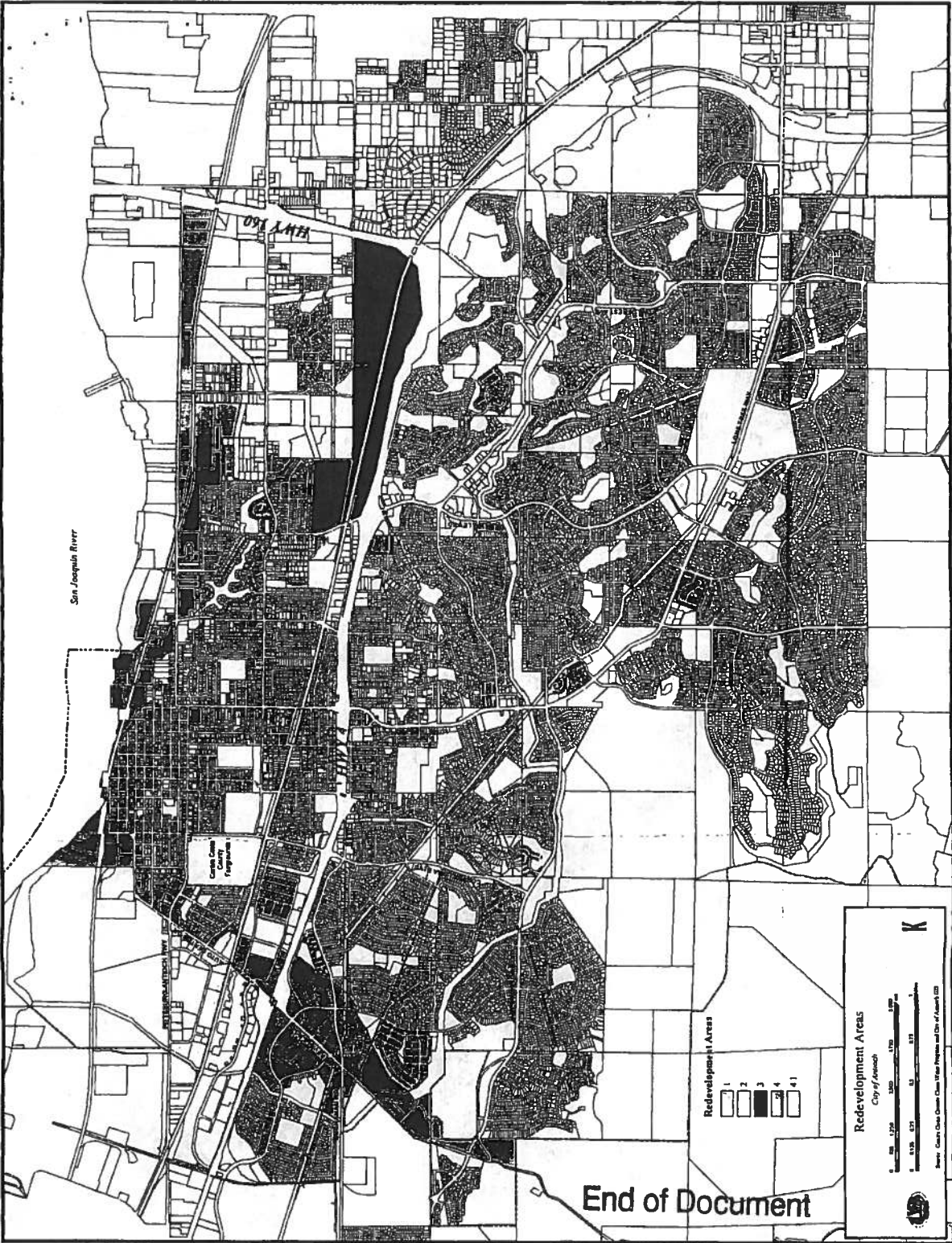
EXHIBIT A

LEGAL DESCRIPTION OF PROJECT AREA NO. 1

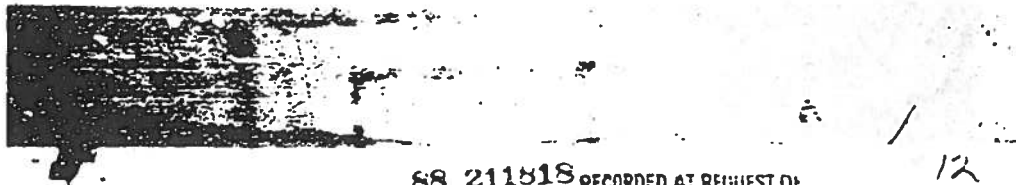
Exhibit A

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6. Exception_06_88211818



88 211818 RECORDED AT REQUEST OF
STATE OF CALIFORNIA

When recorded mail to:

STATE OF CALIFORNIA
Department of Fish and Game
Wildlife Conservation Board
1416 Ninth Street
Sacramento, CA 95814

NOV 15 1988

AT O'CLUCK
COUNTY COSTA COUNTY
J. R. O'CLUCK
COUNTY RECORDER

Space above this line for Recorder's use

OFF'L

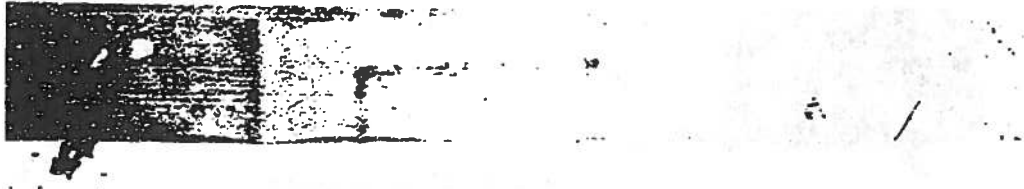
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147158 220

LEASE AND OPERATING AGREEMENT
FOR
ANTIOCH PARK FISHING PIER

This Lease and Operating Agreement is made and entered into this 11th day of August, 1988, between the City of Antioch hereinafter called "Operator" and the STATE OF CALIFORNIA, acting through the Department of Fish and Game, hereinafter called "State". Operator and State hereby agree as follows:

I. RECITALS

- (a) Operator has under its control those certain lands described in Exhibit C hereof which Operator and State desire to use for public access or wildlife management purposes.
- (b) The development, use, operation and maintenance of said lands on a cooperative basis between Operator and State is herein referred to as the "Project".
- (c) The lease of Operator's lands to State for purposes of the Project, herein referred to as Project Area, and the development, use, operation and maintenance of the Project on a cooperative basis is in accordance with the authorization of State's Wildlife Conservation Board on August 11, 1988, and Operator's Resolution No. 88-184.



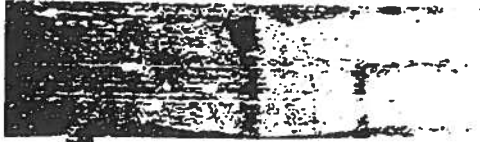
II. GENERAL TERMS AND CONDITIONS

- (d) PROJECT NAME: The name of this project, as appearing in the heading hereof, shall be used in all documents, signs, publications, brochures, general literature or news releases, and Operator shall not rename the Project without the approval of State.
- (e) EXHIBITS: This agreement incorporates by reference Exhibit A (Standard Terms and Conditions), Exhibit B (Plans or Project Description) and Exhibit C (Project Area Legal Description).
- (f) PROJECT DEVELOPMENT: The project will be developed by the parties hereto by separate agreement.
- (g) LEASE OF PROJECT LAND: Operator will, for the term of this agreement, grant and convey to the State certain rights and interests in the Project Area as provided in Exhibit A hereof.
- (h) TERM: The term of this agreement is twenty-five (25) years commencing with the date hereof. This agreement may be extended or amended by mutual agreement of the parties hereto, or terminated as hereinafter provided.
- (i) NOTICES: Notices required between the Operator and State will be deemed to have been given when mailed to the respective addresses below, first-class postage fully prepaid thereon:

To Operator: City of Antioch
City Hall, P.O. Box 130
Antioch, CA 94509

To State: Department of Fish and Game
1416 Ninth Street
Sacramento, CA 95814

100-147158-221



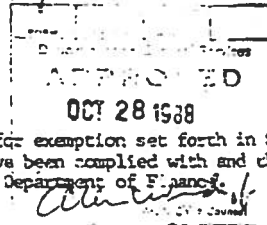
OPERATOR
City of Antioch

STATE OF CALIFORNIA
Department of Fish and Game

By *[Signature]*
Joan Kellan, Mayor
Date signed *September 13, 1988*

By *[Signature]*
W. John Schmidt, Executive Officer
Wildlife Conservation Board
Date signed *10/28/88*

ATTEST: *[Signature]*
Sontheby P. Marks



I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.

By *[Signature]*

1471516 222

(A-1-45) Rev. 3/83

STATE OF CALIFORNIA } ss
City of Antioch

2024 1471586 223

Acknowledgment by Public Entity
(C.C. § 1191, 1181, 1184)

Mayor Joel Keller who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument as the above-named officer(s) of the above-named public corporation, agency or political subdivision of the State of California; personally appeared before me today, and acknowledged that said public entity executed it.

Dated: September 13 19 88

Dorothy P. Marks
Dorothy P. Marks, CMC
Antioch City Clerk

SEAL AFFIXED

STATE OF CALIFORNIA } ss.
COUNTY OF SACRAMENTO



On this 24th day of October, in the year 1988, before me Sandy Daniel, personally appeared W. John Schmidt, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument as Executive Officer, Wildlife Conservation Board of State of California, Department of Fish and Game and acknowledged to me that the State of California, Department of Fish and Game executed it.

(This area for official notarial seal) WITNESS my hand and official seal.

(Ack. - Public Agency, 9/85)

Signed: *Sandy Daniel*
Notary Public, State of California

PROJECT: Antioch Park Fishing Pier

Contra Costa County

EXHIBIT A

STANDARD TERMS AND CONDITIONS TO
LEASE AND OPERATING AGREEMENT

I. LEASE

1. LEASED PREMISES: Operator hereby leases to State and State hires from Operator those certain lands described in Exhibit C hereof for the purposes of the Project.
2. RENT: The sole consideration of this lease shall be the public use and benefit resulting from the Project.
3. PURPOSE AND USE: The leased premises and every part thereof shall be used only for sport fishing and hunting, or other wildlife-related or appropriate recreational activities. Subject to Paragraph 8 hereof, Operator may use the premises for temporary or special purposes through agreement with others. The premises and Project facilities shall be available without charge, and there shall be no restriction to public ingress or egress at any time except when it is necessary to close the area for maintenance, repair, public safety, security, or for protection of the structure or facilities. Operator shall notify State within 48 hours of making such closures.
4. TITLE ASSURANCES: Operator shall retain ownership of or rights in all land within the Project area, subject to this agreement, and shall not sell, exchange, transfer, mortgage, or convey in any manner all or any portion of the real property described in Paragraph 1, or any land required for access thereto, without advance written approval of State. Operator warrants that there shall be no encumbrance, lien, easement, license, title, cloud or other interest which may interfere with the Project or use thereof by the public.

FILE 147156 224

II. MAINTENANCE AND OPERATION

- 1
2 5. MAINTENANCE: Operator shall provide all normal Project maintenance
3 and operation of the area and improvements thereon for and in
4 accordance with the purposes expressed and, except for occurrences
5 beyond the control of the Operator, or "Acts of God", shall make all
6 reasonable and necessary repairs, replace broken, damaged or worn
7 structural components or fixtures so as to keep the structures and
8 facilities in a safe usable condition, and perform housekeeping opera-
9 tions as required so as to keep the premises and improvements clean,
10 attractive, and free of accumulations of litter, garbage, or debris.
11 Equipment and materials not needed for routine maintenance operations
12 shall not be stored or stockpiled on the premises.
- 13 6. PROJECT SIGNS: A Project sign and directional signs, if required, will
14 be provided and installed at Project cost, and maintained by Operator.
15 The project sign shall show the name of the Project, the Operator and
16 the State agency or agencies involved. The location and makeup of the
17 Project sign or directional signs, including dimensions, materials and
18 lettering shall be as mutually agreed upon by Operator and State.
19 Directional signs shall also be installed and maintained by Operator as
20 required on or off the site to direct the public to the Project or
21 Project facilities, or for safe and appropriate public use of the area
22 and Project facilities.
- 23 7. ADDITIONAL IMPROVEMENTS: Except as provided by separate agreement as
24 hereinabove described, State shall not be obligated to make or cause to
25 be made any further developments or to make improvements or repairs to
26 any structures or facilities within the Project area. However,
27 Operator may at its own cost place or construct on the premises any
28 structures, alterations or improvements in addition to those set forth

EX-147156 225

and described herein as the Project, provided that they:

- (a) are in accord with the purposes herein set forth;
- (b) are constructed, maintained and operated for the use, enjoyment, service and protection of the public;
- (c) do not directly or indirectly reduce, restrict or interfere with the primary purpose of the Project; and
- (d) have the prior written approval of the State.

Any improvements made and installed on the premises at Operator's cost shall be and remain the property of Operator.

8. CONCESSIONS: Operator may enter into agreements with others to provide services, conveniences or facilities to complement the Project improvements provided that:

- (a) the purpose of any such agreement is consistent with the purposes and uses described herein;
- (b) any revenues received by Operator from such concession agreements are deposited in a special account identified with the Project and are used solely for operation and maintenance of Project;
- (c) Operator maintains adequate records of revenues and expenditures relating to any such concession agreements and makes them available for audit when requested by State; and
- (d) such agreements are approved by State prior to award.

III. GENERAL PROVISIONS

9. ASSIGNMENT: Operator shall not assign this agreement in whole or in part, nor delegate any of its rights, duties or interests unless otherwise specifically provided for in the agreement.

10. LIABILITY: Operator hereby waives all claims and recourse against State including the right to contribution for any loss or damage arising from, growing out of, or in any way connected with or incident to this agreement or the Project except claims arising from the concurrent or sole negligence of State, its officers, agents and employees. Further, Operator shall indemnify, hold harmless, and defend State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability arising out of the design, construction, operation, maintenance, existence or failure of the Project. If State is named as co-defendant pursuant to Government Code Sections 895 et seq., Operator shall notify State and represent it, unless State elects to represent itself, in which case State shall bear its own litigation costs, expenses and attorney's fees.
11. INDEMNEMENT CONTRACTOR: Operator and any of its officers, agents and employees shall, in the performance of this agreement, act in an independent capacity and not as officers, agents or employees of State.
12. NON-DISCRIMINATION: Operator hereby certifies that in the performance of its responsibilities and duties under this agreement and any assignment thereof and in the administration of any concession agreement for services or accommodations, it will comply with all State and Federal non-discrimination laws, and the area will be open and accessible for the use and enjoyment of the general public on equal and reasonable terms.
13. BREACH: In the event Operator fails to comply with any of the terms and conditions of this agreement, State may, after written notice to Operator to remedy the breach and a period of ninety (90) days, correct any deficiency or cause of breach and charge Operator all costs in



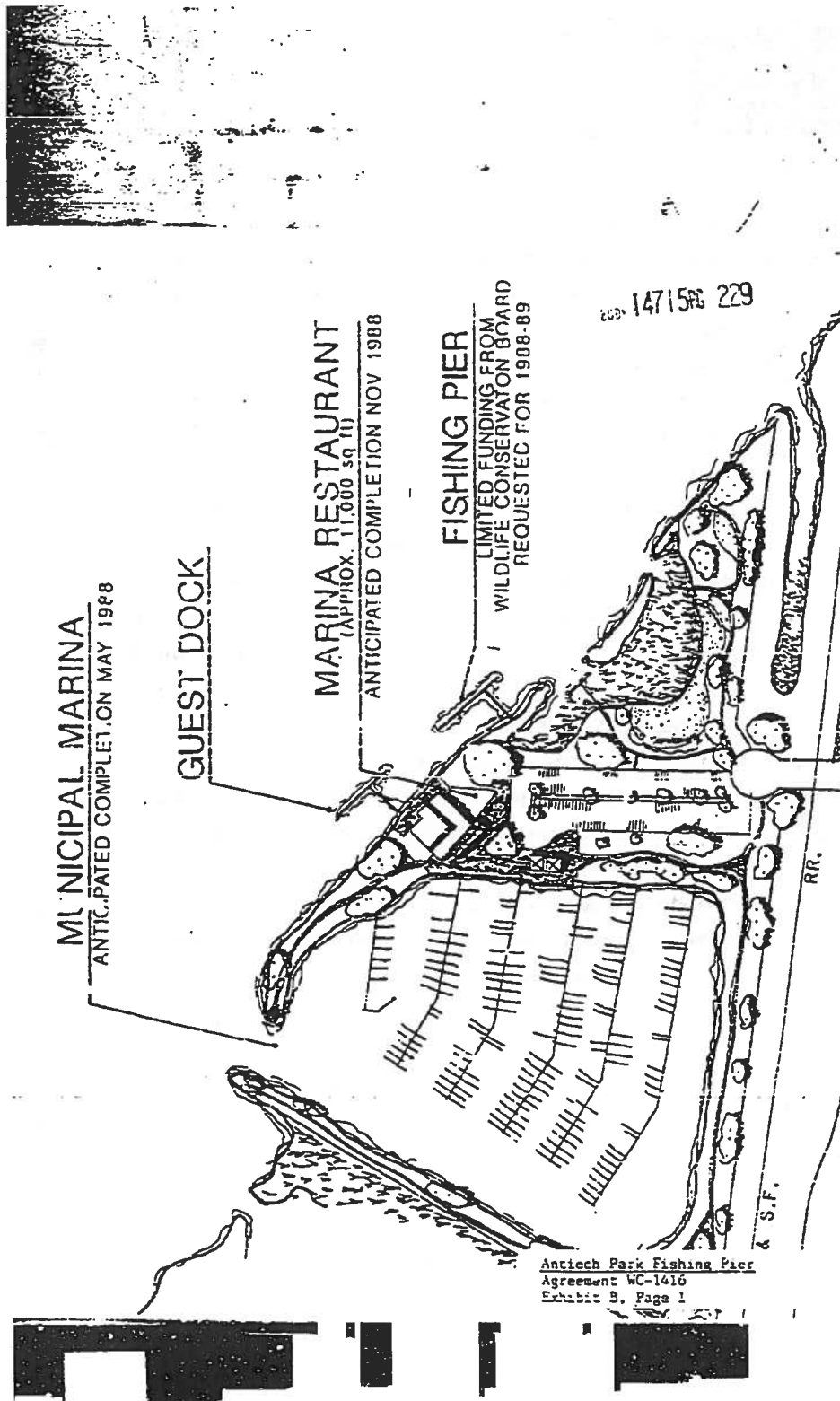
- 1 connection therewith, including administrative costs.
- 2 14. TERMINATION: This agreement may be terminated by mutual consent of
- 3 either party hereto by giving notice to the other party as herein pro-
- 4 vided.
- 5 15. WAIVER OF RIGHTS: It is the intention of the parties to this agreement
- 6 that from time to time either party may waive certain of its rights
- 7 under the agreement. Any such waiver by the parties hereto of their
- 8 rights with respect to default or any other matter arising in connec-
- 9 tion with this agreement shall not be deemed to be a waiver with
- 10 respect to any other default or matter.
- 11 16. REMEDIES NOT EXCLUSIVE: The use by either State or Operator of any
- 12 remedy specified in the agreement for the enforcement of the agreement
- 13 is not exclusive and shall not deprive the party using such remedy, or
- 14 limit the application of any other remedy provided by law.
- 15 17. SUCCESSORS AND ASSIGNS: This agreement and all its provisions shall
- 16 apply to and bind the successors and assigns of the parties hereto.
- 17 18. OPINIONS AND DETERMINATIONS: Where the terms of the agreement provide
- 18 for action to be based upon the opinion, judgement, approval, review,
- 19 or determination of either State or Operator, such terms are not
- 20 intended to be and shall never be construed as permitting such opinion,
- 21 judgement, approval, review or determination to be arbitrary,
- 22 capricious or unreasonable.

23 //

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Rev. 1/87

BOOK 147-58-228



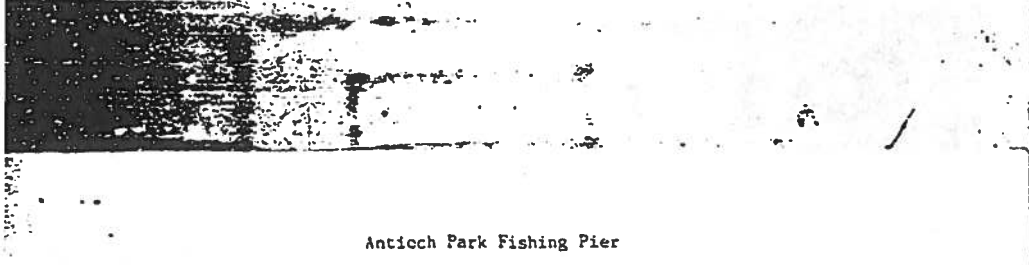
PDR 147158 230

ANTIOCH MUNICIPAL PARK FISHING PIERPreliminary Cost Estimate (10/87)

<u>Item</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Subtotal</u>
Pier	1500	S.F.	\$ 35	\$ 52,500
Boardwalk	1250	S.F.	25	31,250
Benches	7	Ea.	400	2,800
Trash Containers	3	Ea.	400	1,200
Drinking Fountain	1	Ea.	500	500
Lighting		L.S.		4,000
Subtotal				\$ 92,250
Engineering (6%)				5,535
Subtotal				\$ 97,785
10% Contingency				9,779
TOTAL				\$107,564

CITY REVENUE	\$53,782.00
WILDLIFE CONSERVATION BOARD GRANT REQUEST	\$53,782.00

Antioch Park Fishing Pier
Agreement WC-1416
Exhibit B, Page 2



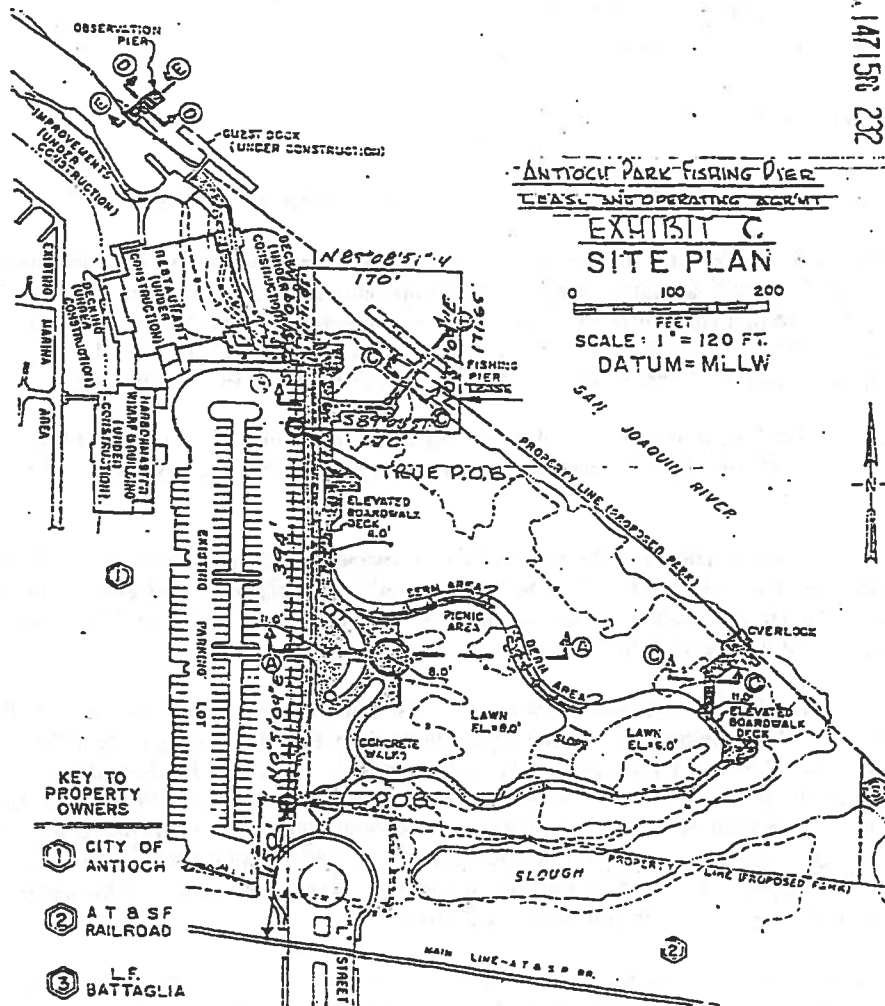
Antioch Park Fishing Pier
Lease & Operating Agreement

EXHIBIT C

Legal Description

Commencing at a point that is on the western right-of-way of "L" Street extended and northerly 150 feet at right angles from the center line of the Atchison, Topeka and Santa Fe Railway Company's main track; thence north $0^{\circ}51'09''$ east, 394 feet; to the true point of beginning; thence south $89^{\circ}08'51''$ east, 170 feet; north $0^{\circ}51'09''$ east, 171.65 feet; north $89^{\circ}08'51''$ west, 170 feet; south $0^{\circ}51'09''$ west, 171.65 feet returning to the true point of beginning.

147/58 231



7. Exception_07_20110056029

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Antioch
City Hall
Third and H Streets
Antioch, California 94509
Attn: City Attorney

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

DOC- 2011-0056029-00

Wednesday, MAR 16, 2011 12:11:38
FRE \$0.0011

Ttl Pd \$0.00

Nbr-0000866495
rrc/R9/1-8

NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE SECTION 27383

066-010-007-4

GRANT DEED

For valuable consideration, the receipt of which is hereby acknowledged,

The Antioch Development Agency, a public body, corporate and politic, of the State of California (the "Grantor"), acting to carry out redevelopment purposes pursuant to the Community Redevelopment Law of the State of California, hereby grants to the City of Antioch, a municipal corporation (the "Grantee"), the real property (the "Property") described in Attachment No. 1 attached hereto and incorporated in this Grant Deed by this reference.

1. The Property is located within the Antioch Community Redevelopment Project Area, (the "Project Area") and is subject to the Antioch Community Redevelopment Plan (the "Redevelopment Plan").

2. In accordance with the terms of the Conveyance Agreement between the Grantor and Grantee dated as of March 9, 2011 (the "Agreement"), the Grantee hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the Property in furtherance of the Redevelopment Plan.

3. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, 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 Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

1096101953744.2

In Deeds:

"(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, establish or permit any 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Leases:

"(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee or any person claiming under or through the lessee, 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.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Contracts:

“(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee 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 of the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”

4. The covenant contained in Section 2 regarding the use of the Property shall remain in effect until the expiration of the effectiveness of the Redevelopment Plan. The covenants contained in Section 3 regarding non-discrimination shall remain in effect in perpetuity.

5. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, and any successor in interest to the Property 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. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties 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 property 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.

6. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the rights to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and

not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

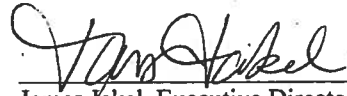
7. This Grant Deed may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Deed as of this 14th day of March 2011.

GRANTOR:

ANTIOCH DEVELOPMENT AGENCY, a public
body, corporate and politic

By:


James Jakel, Executive Director

CITY OF ANTIOCH, a municipal corporation

By:


James Jakel, City Manager

ATTACHMENT NO. 1
PROPERTY DESCRIPTION

Assessor's Parcel No. 066-010-006
(sometimes referred to herein as "Parcel 1")

Portion of the Rancho Los Medanos and portion of Swamp and Overflow Survey No. 7, described as follows:

Beginning on the northern line of the right of way of the Atchison, Topeka & Santa Fe Railroad, at the southeast corner of the parcel of land described in the Deed from Lester L. Robinson, to M.D. Keeney, recorded January 9, 1892, in Book 62 of Deeds, page 12; said point of beginning also being the northerly extension of the west line of "L" Street; thence from said point of beginning north along said northerly extension and along the eastern line of said Keeney parcel (62 D 12) 565.65 feet to the northern line of said Rancho Los Medanos, as described in Book 1 of Patents, page 375; thence along said northern line as follows: South 43° 30' east 59.66 feet; South 520° 30' east 396 feet and South 46° east 298.56 feet to the western line of the parcel of land described in the Deed from C.A. Hooper & Co. to Fred F. Ball, recorded December 19, 1919, in Book 355 of Deeds, page 48; thence south along said western line 140.20 feet to the northern line of said Atchison, Topeka & Santa Fe right of way; thence north 83° 22' west along said northern line 573.83 feet to the point of beginning.

Assessor's Parcel No. 066-010-007
(sometimes referred to herein as "Parcel 2")

A portion of the Rancho Los Medanos, described as follows:

Commencing at a point formed by the intersection of the west line of Parsons Street of the Town of Antioch, extended northerly and the north line of the right of way of the Atchison, Topeka and Santa Fe Railway Company, and running thence westerly from said point of beginning, along the said north line of said right of way of the Atchison, Topeka and Santa Fe Railway Company, a distance of 151.00 feet; thence northerly and parallel with the west line of said Parsons Street, extended northerly, a distance of 237.00 feet to the bank of the San Joaquin River; thence easterly, and along the bank of San Joaquin River, a distance of 195.00 feet to a point formed by the intersection of the bank of San Joaquin River, and the west line of said Parsons Street, extended northerly, thence southerly and along said west line of Parsons Street, extended northerly, a distance of 132.00 feet to the point of beginning.

Containing 0.63 of an acre, more or less.

Excepting Therefrom: That portion thereof lying outside of the boundary line of the Rancho Los Medanos.

STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James J. Ke, 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.



Sharon P. Daniels
Notary Public

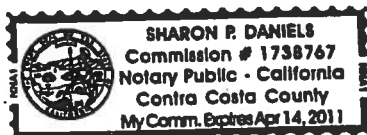
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James J. Ke, 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.



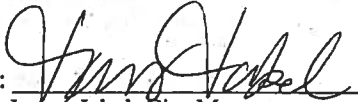
Sharon P. Daniels
Notary Public

CERTIFICATE OF ACCEPTANCE
(Pursuant to Government Code 27281)

This is to certify that the interest in real property conveyed by the Grant Deed from the Antioch Development Agency, dated March 14, 2011 to the City of Antioch, a municipal corporation (the "City"), is hereby accepted on March 14, 2011, by the undersigned officer or agent on behalf of the City pursuant to authority conferred by resolution of the City Council adopted on March 8, 2011, and the City Council consents to the recordation of said document in the Office of the Recorder of Contra Costa, State of California.

Dated: March 14, 2011

By:


James Jakel, City Manager

By:


Lynn Tracy Nerland, City Attorney

STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels Notary Public, personally appeared James Take, 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.



Sharon P. Daniels
Notary Public

STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels Notary Public, personally appeared Lynn Tracy Nieland, 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.



Sharon P. Daniels
Notary Public

END OF DOCUMENT

Property Detail

Contra Costa, CA GUS KRAMER, ASSESSOR

Parcel # (APN): **066-010-014-0**Use Description: **GOVERNMENT**

Parcel Status:

Owner Name: **ANTIOCH CITY OF**Mailing Address: **PO BOX 5007 ANTIOCH CA 94509-5007**Situs Address: **1ST ST ANTIOCH CA 94509**

Legal

Description: **POR RO LOS MEDANOS EX MR****ASSESSMENT**Total Value: **\$181,136**Use Code: **79**

Zoning:

Land Value: **\$181,136**Tax Rate Area: **001144**

Census Tract:

Impr Value:

Year Assd: **2011**

Improve Type:

Other Value:

Property Tax:

Price/SqFt:

% Improved

Delinquent Yr

Exempt Amt:

HO Exempt?: **N****SALES HISTORY**

	<u>Sale 1</u>	<u>Sale 2</u>	<u>Sale 3</u>	<u>Transfer</u>
Recording Date:	03/16/2011	08/15/1988	01/30/1981	03/16/2011
Recorded Doc #:	55721	14517-357	10186-648	55721
Recorded Doc Type:				
Transfer Amount:				
Sale 1 Seller (Grantor):				
1st Trst Dd Amt:		Code1:	2nd Trst Dd Amt:	Code2:

PROPERTY CHARACTERISTICSLot Acres: **1.100**

Year Built:

Fireplace:

Lot SqFt: **47,916**

Effective Yr:

A/C:

Bldg/Liv Area:

Heating:

Units:

Total Rooms:

Pool:

Buildings:

Bedrooms:

Stories:

Baths (Full):

Park Type:

Style:

Baths (Half):

Spaces:

Construct:

Site Inflnce:

Quality:

Garage SqFt:

Building Class:

Timber Preserve:

Condition:

Ag Preserve:

Other Rooms:

1. Preliminary Report - CA

CLTA Preliminary Report Form
(Rev. 11/06)

Order Number: 0714-3735268

Page Number: 1

*First American Title***First American Title Company**

191 Sand Creek Road, Suite 50
Brentwood, CA 94513

Escrow Officer: Stacey Barrack
Phone: (925)240-9901
Fax No.: (866)407-2081
E-Mail: sbarrack@firstam.com

E-Mail Loan Documents to: BrentwoodEDocs@firstam.com
Property: Vacant Land
Antioch, CA

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

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Dated as of March 29, 2011 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

To Be Determined

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

Antioch Development Agency, a public body corporate and politic, subject to Item No. 15

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A fee.

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2011-2012, a lien not yet due or payable.
2. General and special taxes and assessments for the fiscal year 2010-2011 are exempt.
3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
4. The terms and provisions contained in the document entitled Pipe Line License executed by and between Atchison, Topeka and Santa Fe Railway Company and Fibreboard Products, Inc. recorded August 20, 1956 as Book 2828, Page 539 of Official Records.

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5. Any easements or lesser rights which may be claimed, as to portions of said land, by the owners/users of any of the following:
 - a. Dow chemical caustic pipe line in Southerly portion of said land.
 - b. Underground pipe lines running Northerly through the property within the Northerly prolongation of the Easterly and Westerly lines of "J" and "K" streets.
 - c. Pole and wires (JP) - P.g. & E. and P. T. & T., running Northerly across the property within the Northerly prolongation of the Easterly and Westerly lines of "J" streets.
 - d. Underground water line running Northerly along the Easterly line of the property.
 - e. Telegraph and possibly telephone lines and poles for same running Easterly and Westerly across the property.
 - f. Drainage canal/ditch running Northerly through the property, as disclosed by an inspection.
6. The fact that the land lies within the boundaries of the Antioch Redevelopment Project Area, as disclosed by the document recorded August 01, 1975 as Instrument No. 75-69311 in Book 7581, Page 986 of Official Records.

Document(s) declaring modifications thereof recorded November 01, 1999 as Instrument No. 99-289937 of Official Records.

Document(s) declaring modifications thereof recorded July 03, 2007 as Instrument No. 2007-192911 of Official Records.
7. The fact that the land lies within the boundaries of the (Pittsburg) Los Medanos Community Redevelopment Project Area, as disclosed by the document recorded July 24, 1979 as Book 9454, Page 674 of Official Records.

Document(s) declaring modifications thereof recorded February 27, 1980 as Book 9747, Page 838 of Official Records.

Document(s) declaring modifications thereof recorded December 09, 1980 as Book 10122, Page 40 of Official Records.

Document(s) declaring modifications thereof recorded December 26, 1980 as Book 10145, Page 378 of Official Records.

Declaration of Executive director of the Redevelopment Agency of the City of Pittsburg recorded December 21, 1983 as Instrument No. 1983-187135 in Book 11581, Page 518.

Document(s) declaring modifications thereof recorded June 11, 1993 as Instrument No. 93-153736 in Book 18642, Page 1 of Official Records.

Document(s) declaring modifications thereof recorded May 06, 2003 as Instrument No. 2003-208800 of Official Records.

Document(s) declaring modifications thereof recorded July 30, 2007 as Instrument No. 2007-218065 of Official Records.

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8. A Deed of Trust to secure an original indebtedness of \$44,000.00 recorded August 15, 1988 as Instrument No. 88-140076 of Official Records.

Dated: July 20, 1988

Trustor: Antioch Development Agency, a public body corporate and politic

Trustee: Founders Title Company, a California corporation

Beneficiary: Charles G. Martinovich and Grace Martinovich, husband and wife, as joint tenants

Notes:

a. If this deed of trust is to be eliminated in the policy or policies contemplated by this report/commitment, we will require all of the following prior to the recordation of any documents or the issuance of any policy of title insurance:

i. Original note and deed of trust.

ii. Payoff demand statement signed by all present beneficiaries.

iii. Request for reconveyance signed by all present beneficiaries.

b. If the payoff demand statement or the request for reconveyance is to be signed by a servicer, we will also require a full copy of the loan servicing agreement executed by all present beneficiaries.

c. If any of the beneficial interest is presently held by trustees under a trust agreement, we will require a certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company

9. The effect of a map purporting to show the land and other property, filed December 04, 1989 in Book 92, Page 33 of Record of Surveys.

10. An easement for installing, operating, maintaining, repairing and replacing a sixteen inch (16") and a twenty-four inch (24") natural gas pipeline and incidental purposes, recorded September 04, 2002 as Instrument No. 2002-0311302 of Official Records.

In Favor of: The Burlington Northern and Santa Fe Railway Company, a Delaware corporation

Affects: A portion of said land. Refer to said document for full particulars

Terms and provisions contained in the above document.

11. The terms and provisions contained in the document entitled "Grant Deed" recorded March 16, 2011 as Instrument No. 2011-0055721 of Official Records.

12. The effect of a deed dated March 14, 2011, executed by Antioch Development Agency, a public body, corporate and politic, of the State of California, as Grantor, to City of Antioch, a municipal corporation, as Grantee, recorded March 16, 2011, as Instrument No. 2011-0055721 of Official Records.

The requirement that this office be furnished with evidence that the deed was an absolute conveyance for value, and that there are no other agreements, oral or written, regarding the ownership of the land described herein.

13. Water rights, claims or title to water, whether or not shown by the public records.

14. Additional matters, if any, following review by the Company's Waterways and Boundaries Underwriter.

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15. Rights of parties in possession.

INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. The property covered by this report is vacant land.
2. According to the public records, there has been no conveyance of the land within a period of twenty four months prior to the date of this report, except as follows:

A document recorded March 16, 2011 as Instrument No. 2011-0055721 of Official Records.

From: Antioch Development Agency, a public body, corporate and politic, of the
State of California

To: City of Antioch, a municipal corporation

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

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Order Number: 0714-3735268

Page Number: 7

LEGAL DESCRIPTION

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

PARCEL ONE:

A PORTION OF THAT PARCEL OF LAND DESCRIBED IN THE DEED TO THE SAN FRANCISCO AND SAN JOAQUIN VALLEY RAILWAY CO., RECORDED SEPTEMBER 2, 1898, IN BOOK 79 OF DEEDS, PAGE 267, SAID PORTION BEING BOUNDED ON THE SOUTH BY NORTHERLY LINE OF FIRST STREET, ON THE EAST BY THE WESTERLY LINE OF I STREET, ON THE WEST BY THE EASTERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN THE DEED TO THE SAN FRANCISCO AND SAN JOAQUIN VALLEY RAILWAY CO., RECORDED NOVEMBER 28, 1900, IN BOOK 86 OF DEEDS, PAGE 463 AND ON THE NORTH BY A LINE LYING APPROXIMATELY 10 FEET FROM THE CENTER LINE OF TRACT #4 OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD.

PARCEL TWO:

A PORTION OF THAT PARCEL OF LAND DESCRIBED IN THE DEED TO THE SAN FRANCISCO AND SAN JOAQUIN VALLEY RAILWAY CO., RECORDED NOVEMBER 28, 1900, IN BOOK 86 OF DEEDS, PAGE 463, SAID PORTION BEING BOUNDED ON THE SOUTH BY THE NORTHERLY LINE OF FIRST STREET, ON THE EAST BY THE WESTERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN THE DEED TO SAN FRANCISCO AND SAN JOAQUIN RAILWAY CO., RECORDED SEPTEMBER 2, 1898, IN BOOK 79 OF DEEDS, PAGE 267, ON THE WEST BY THE EASTERLY LINE OF THAT PARCEL REFERRED TO IN THE LEASE IN FAVOR OF TILLIE LEWIS FOODS INC., RECORDED AUGUST 30, 1973, IN BOOK 7035, PAGE 640, OFFICIAL RECORDS, AND ON THE NORTH BY A LINE LYING APPROXIMATELY 25 FEET FROM THE CENTER LINE OF TRACT #4 OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD.

APN: 066-010-014-0

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WIRING INSTRUCTIONS

PAYABLE TO: FIRST AMERICAN TITLE COMPANY
BANK: First American Trust, FSB
ADDRESS: 5 First American Way, Santa Ana, CA 92707
ACCOUNT NO: 3004780000
ROUTING NUMBER: 122241255

PLEASE REFERENCE THE FOLLOWING:

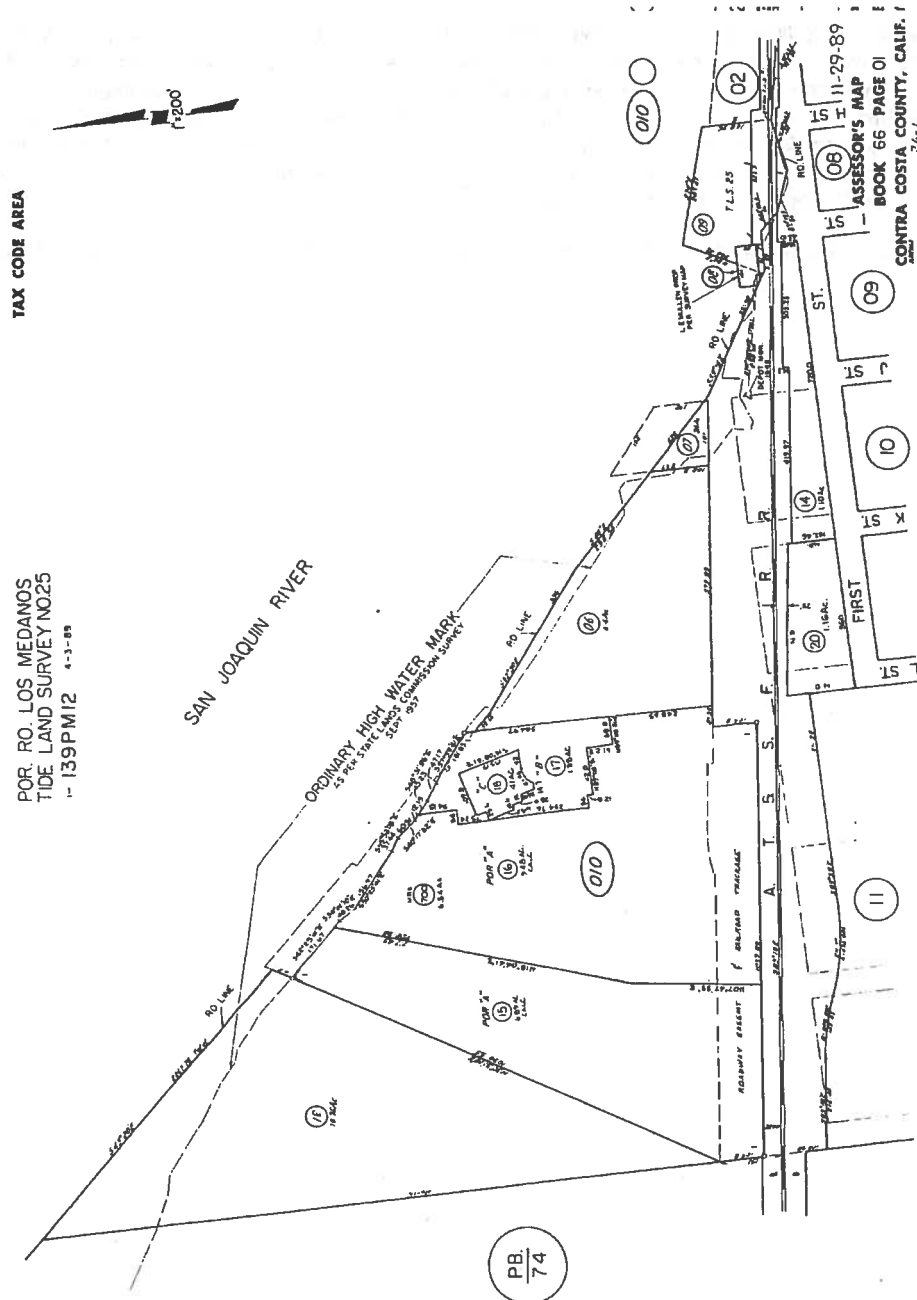
CUSTOMER NAME:
FILE NUMBER: 0714-3735268 (SB)
ATTENTION: STACEY BARRACK

PLEASE USE THE ABOVE INFORMATION WHEN WIRING FUNDS TO **FIRST AMERICAN TITLE COMPANY. FUNDS MUST BE WIRED FROM A U.S. BANK.** PLEASE NOTIFY **STACEY BARRACK** AT (925)240-9901 OR sbarrack@firstam.com WHEN YOU HAVE TRANSMITTED YOUR WIRE. FAX NUMBER: (866)407-2081

FIRST AMERICAN TRUST CONTACT INFO: Banking Services 1-877-600-9473

**ALL WIRES WILL BE RETURNED IF THE FILE NUMBER
AND/OR NAME(S) ARE NOT INCLUDED**

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NOTICE

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Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

If you have any questions about the effect of this new law, please contact your local First American Office for more details.

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EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy; or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

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**3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant, (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

**5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

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1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy;
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy); or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
(i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
(ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
(iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
(a) to timely record the instrument of transfer; or
(b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance

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- resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
 3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
 4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

10. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY - 1987 EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

* land use	* land division
* improvements on the land	* environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
 - * a notice of exercising the right appears in the public records on the Policy Date
 - * the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.
3. Title Risks:
 - * that are created, allowed, or agreed to by you
 - * that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
 - * that result in no loss to you
 - * that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - * to any land outside the area specifically described and referred to in Item 3 of Schedule A, or
 - * in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

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11. EAGLE PROTECTION OWNER'S POLICY**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 2008
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 2008**

Covered Risks 16 (Subdivision Law Violation). 18 (Building Permit). 19 (Zoning) and 21 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building
 - b. zoning
 - c. land use
 - d. improvements on the land
 - e. land division
 - f. environmental protection

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

12. THIRD GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (1/01/08)**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions, or location of any improvement erected on the Land; (iii) the subdivision of land; or (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

First American Title

- (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing business laws of the state where the Land is situated.
 - 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
 - 6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
 - 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
 - 8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

13. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
- 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
- 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

14. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006
WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 13 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

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1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

**15. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

**16. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 15 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

First American Title



First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

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2. Exception_04_2828_539

Recorded at request of LICENSEE 52816 AUG 20 1956
 at 20 min. past 2 P. M. DUPLICATE LUGA 2828 PAGE 539
 Fee \$4.00 Pina Costa County Records Form 1000 Standard
 Ralph Cunningham, County Recorder Copied by Ralph Cunningham
PIPE LINE LICENSE

THIS LICENSE, Made this 17th day of March 1956
 between THE ARIZONA, TONPA AND SANTA FE RAILWAY COMPANY
 a Kansas corporation (hereinafter called "Licensor"), party of the first part, and
PINEBOARD PRODUCTS INC. AND STEEL-BELL CORP., CORPORATION, a Delaware
Corporation and a Nevada Corporation respectively,
 (hereinafter, whether one or more, called "Licensee"), party of the second part.

WITNESSETH, That the parties hereto for the considerations hereinafter expressed covenant and agree as follows:

1. Subject to the terms and conditions hereinafter set forth, Licensor leases Licensee to construct and maintain one
 (1) pipe line, 36-inch reinforced concrete pipe in an arched corrugated
ending 48 inches in diameter (hereinafter, whether one or more pipe line, called the "PIPE LINE"),
 across or along the right of way of Licensor at or near the station of East Anthony, California
(N.P. 1140 & 2640') the exact location of the PIPE LINE being more particularly
 shown by red coloring upon the print hereto attached, No. 2-7511, dated
November 18, 1955, marked "Exhibit A" and made a part hereof.
2. Licensee shall use the PIPE LINE solely for carrying oil
 and shall not use it to carry any other commodity or for any other purpose whatsoever.
3. Licensee shall pay Licensor as compensation for this lease the sum of one hundred and ten dollars (\$10.00) per
year
4. Licensee shall, at its own cost and subject to the supervision and control of Licensor's chief engineer, locate, construct and maintain the PIPE LINE in such a manner and of such material that it will not at any time be a source of danger to or interference with the present or future tracks, roadbed and property of Licensor, or the safe operation of its railroad. In cases where the Licensee is permitted under paragraph 2 hereof to use the PIPE LINE for oil or gas, or petroleum products, the PIPE LINE shall be constructed, installed and thereafter maintained in conformity with the plans and specifications shown on print hereto attached in such cases, marked Exhibit B and made a part hereof. If at any time Licensee shall, in the judgment of Licensor, fail to perform properly its obligations under this paragraph, Licensor may, at its option, itself perform such work as it deems necessary for the safe operation of its railroad, and in such event Licensee agrees to pay, within fifteen (15) days after bill shall have been rendered therefor, the cost so incurred by Licensor, but failure on the part of Licensee to perform the obligations of Licensee shall not release Licensor from liability hereunder for loss or damage occasioned thereby.
5. Licensee shall reimburse Licensor for any expense incurred by Licensor for free work to support Licensor's tracks and for flagmen to protect its traffic during installation of the PIPE LINE and for any and all other expense incurred by Licensor on account of the PIPE LINE.
6. Licensee shall at all times indemnify and save harmless Licensor against and pay in full all loss, damage or expense that Licensor may sustain, incur or become liable for, resulting in any manner from the construction, maintenance, use, state of repair, or presence of the PIPE LINE, including any such loss, damage or expense arising out of (a) loss of or damage to property, (b) injury to or death of persons, (c) mechanics' or other liens of any character, or (d) taxes or assessments of any kind.
7. If at any time Licensee shall fail or refuse to comply with or carry out any of the covenants herein contained Licensor may at its election forthwith revoke this license.

THIS LICENSE is given by Licensor and accepted by Licensee upon the express condition that the same may be terminated at any time by either party upon ten (10) days notice in writing to be returned upon the other party, stating therein the date that such termination shall take place, and that upon the termination of this license in this or any other manner herein provided, Licensee, upon demand of Licensor, shall abandon the use of the PIPE LINE.

LBR 2828 540

licensee and remove the same and restore the right of way and tracks of Licensor to the same condition in which they were prior to the placing of the PIPE LINE thereon. In case Licensee shall fail to restore Licensee's premises as aforesaid within ten (10) days after the effective date of termination, Licensor may proceed with such work at the expense of Licensee. No termination hereof shall release Licensee from any liability or obligation however, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date the PIPE LINE is removed and the right of way and tracks of Licensor restored as above provided.

9. In the case of the eviction of Licensee by anyone owning or obtaining title to the premises on which the PIPE LINE is located, or the sale or abandonment by Licensor of said premises, Licensor shall not be liable to Licensee for any damage of any nature whatsoever or to refund any payment made by Licensee to Licensor hereunder, except the proportionate part of any recurring rental charge which may have been paid hereunder in advance.

10. Any action, request, instructions or revocation of this license to be given by Licensor to Licensee hereunder shall be deemed to be properly served if the same be delivered to Licensee, or if deposited in the Post Office, post-paid, addressed to Licensee at
San Diego, California

11. In the event that two or more parties execute this instrument as Licensee, all the covenants and agreements of Licensee in this license shall be the joint and several covenants and agreements of such parties.

12. All the covenants and provisions of this instrument shall be binding upon and issue to the benefit of the successors, legal representatives and assigns of the parties to the same extent and effect as the same are binding upon and issue to the benefit of the parties hereto, but no assignment hereof by Licensee, its successors, legal representatives or assigns, or any subsequent assignee, shall be binding upon Licensor without the written consent of Licensor in each instance.

13. This license is given by Licensor and accepted by Licensee upon the express condition that the same shall be valid and remain in force only as long as the provisions contained herein are faithfully performed by Licensee. Upon any abandonment of the PIPE LINE by Licensee, or upon any termination of this license, as herein provided, Licensee agrees to remove the PIPE LINE from the right of way of Licensor and to restore the right of way and tracks of Licensor to substantially their former condition. In case Licensee shall fail to restore Licensor's premises as aforesaid within ten (10) days after the effective date of termination, Licensor may proceed with such work at the expense of Licensee. No termination shall release Licensee from any liability or obligation, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date the PIPE LINE is removed and the right of way and tracks of Licensor restored as above provided.

IN WITNESS WHEREOF, The parties have executed this agreement in duplicate the day and year first above written.

THE ATCHAFALAYA, TOWNSHIP AND SANTA FE RAILWAY COMPANY (Licensee)

Approved as to Description:

By

In

Vice President

Chief Engineer.

WILLIAM H. WILSON

J. E. Mitchell

Secretary and Treasurer

STATE-REGISTERED


By

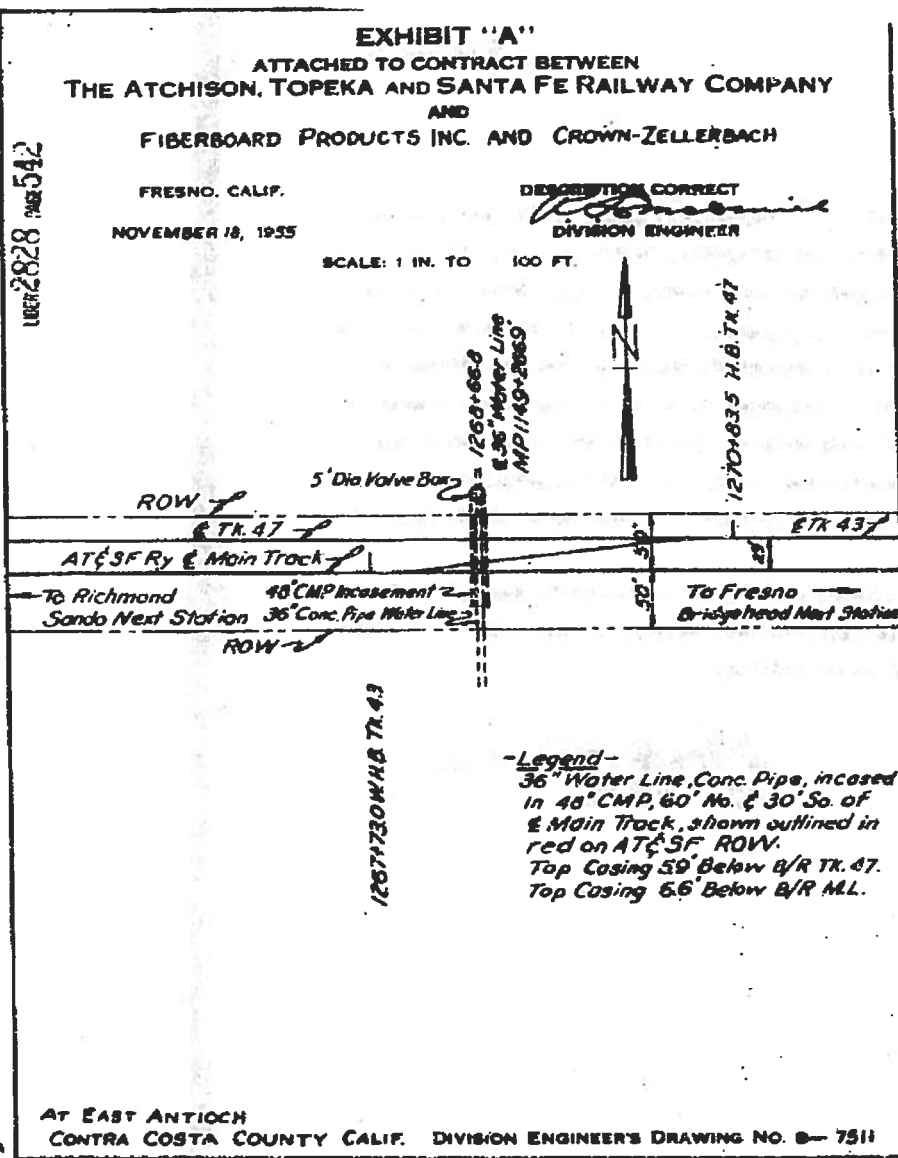
JUL 28 1954

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

On this 5th day of July in the year one thousand nine hundred and fifty-six, before me, G. E. ANDERSEN, a Notary Public in and for said County of Cook, State of Illinois, personally appeared R. G. RYDIN, known to me to be the Vice-President of the corporation that executed the within and foregoing instrument, and known to me to be one of the persons who executed said instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same pursuant to its by-laws or a resolution of its Board of Directors.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in said County the day and year in this certificate first above written.


Notary Public in and for said
County of Cook,
State of Illinois.



3. Exception_06_7581_986

AUG - 1 1975 7581 1 986
69311 RECORDED AT REQUEST OF
City of Antioch
AUG - 1 1975
AT 4:30 O'CLOCK P. M.
CONTRA COSTA COUNTY RECORDS
J. R. OLSSON
COUNTY RECORDER
FEE 0.0011

NOTICE

PLEASE TAKE NOTICE THAT THE CITY OF ANTIOCH AND THE ANTIOCH DEVELOPMENT AGENCY HAVE INSTITUTED PROCEEDINGS PURSUANT TO THE CALIFORNIA REDEVELOPMENT LAW (SECTION 33000 ET SEQ. OF THE HEALTH & SAFETY CODE) FOR THE REDEVELOPMENT OF THE ANTIOCH DEVELOPMENT AGENCY PROJECT AREA. SAID PROJECT AREA IS MORE PARTICULARLY DESCRIBED IN THE EXHIBIT MARKED EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

ATTEST:

SEAL AFFIXED

Dorothy P. Marks
Dorothy P. Marks, Secretary
Antioch Development Agency

EXHIBIT "A"

PROJECT AREA
BOUNDARY DESCRIPTION

BOOK 7581 P 987

Beginning at the most northerly boundary corner of the City of Antioch; thence generally south along the West boundary to a point on the north line of State Highway 4 and its intersection with the east line of the Los Medanos Wasteway; thence southerly along said east line to the south line of Delta Fair Boulevard; thence easterly along said south line to the northwest corner of Parcel 74-123-04; thence southerly and easterly along the west and south boundaries of said parcel to the west line of Fairview Drive; thence southerly along said west line to the north line of Parcel 74-123-05; thence westerly along said north line to the north line of a 100 foot East Bay Municipal Utility District right-of-way; thence westerly along said north line to the east line of said Los Medanos Wasteway; thence southerly along said east line to the south line of Buchanan Road; thence easterly along said south line to the northwest corner of Parcel 75-010-07; thence southerly and easterly along south and west boundaries of said parcel to the center line of Somersville Road; thence southerly along said center line to a point on the southwest line of the Contra Costa Canal, said point being on the boundary of the City of Antioch; thence southerly, easterly, and northerly along said boundary to said southwest line of the Contra Costa Canal; thence northerly along said southwest line to the east line of Markley Creek; thence northeasterly along said east line to the west line of Parcel 76-030-060; thence southerly, easterly, and northerly along the west, south, and east boundary lines of said parcel to the east line of Markley Creek; thence northeasterly along said east line to the north line of Mahogany Way; thence westerly along said north line to the southwest corner of Parcel 74-370-008; thence northerly along the west line of said parcel to the south line of Sycamore Drive; thence easterly along said south line to the northeast corner of said Parcel 74-370-008; thence northerly across Sycamore Drive and along the east boundary of Parcel 74-370-004 to the south line of the Southern Pacific Railroad; thence easterly along the Southern Pacific Railroad to a point which is south of the southwest corner of Parcel 74-321-002; thence northwesterly along the south line of Fairview Terrace subdivision to the southeast corner of Parcel 74-160-003; thence along the southeast boundary of said parcel to the north line of West 18th Street; thence along said north line to the southeast corner of Parcel 74-171-003; thence along the west line of the Fairview Terrace subdivision to a point on the south line of Parcel 74-160-001; thence easterly along the north line of Parcel 74-160-008 and Parcel 74-334-027 to the northwest corner of said Parcel 74-334-027; thence north along the east line of Parcel 74-334-026 and Parcel 74-334-015 to the south line of 10th Street; thence easterly along the south line of 10th Street to the west line of Parcel 67-021-001; thence southerly and easterly along the boundary of said parcel and Parcel 67-021-002 and across "L" Street to the east line; thence south to the southwest corner of Parcel 67-022-002; thence easterly along the north line of Loma Lane to the east line of "H" Street; thence northerly to the northwest corner of Parcel 67-050-016; thence easterly to the east line of "G" Street; thence southerly to the southwest corner of Parcel 67-060-001; thence easterly and northerly along said boundary to the south line of 10th Street; thence westerly to a point which is south of the

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southeast corner of Parcel 66-207-014; thence northerly along the east line of Parcels 66-207-014 and 66-207-008 to the south line of 9th Street; thence west to the east line of "G" Street; thence northerly to the northwest corner of Parcel 66-203-014; thence westerly to the west line of "H" Street; thence southerly to the southeast corner of Parcel 66-205-008; thence westerly to the southeast corner of Parcel 66-217-007; thence along the boundary of said parcel northerly and westerly to the west line of "L" Street; thence southerly to the north line of 10th Street; thence westerly to the west line of "O" Street; thence northerly along "O" Street to the northeast corner of Parcel 74-130-043; thence westerly 150 feet; thence northerly to the south line of 6th Street; thence east to the east line of "H" Street; thence north to the south line of 4th Street; thence east to the east line of "L" Street; thence north to the northwest corner of Parcel 66-103-008; thence easterly to the southwest corner of Parcel 66-092-012; thence southerly to the south line of 3rd Street; thence easterly to the northeast corner of Parcel 66-107-009; thence south to the south line of Fourth Street; thence east to the northeast corner of Parcel 66-133-010; thence south to the southeast corner thereof; thence easterly to the east line of "I" Street to the west line of Parcel 66-141-006; thence southerly, easterly, and northerly along the west, south, and east boundary of said parcel to the northwest corner of parcel 66-141-005; thence easterly to the west line of "H" Street; thence southerly to the south line of 6th Street; thence easterly to the east line of "F" Street; thence northerly to the south line of 4th Street; thence easterly to the northeast corner of Parcel 66-144-009; thence northerly to the northwest corner of Parcel 66-052-004; thence easterly and along the north lines of Parcels 66-057-004, 66-057-003, 66-057-002, and 66-057-001 to the east line of "E" Street; thence northerly to the south line of 3rd Street; thence east to the west line of "C" Street; thence southerly to the south line of 4th Street; thence easterly to the west line of "B" Street; thence southerly to the south line of 6th Street; thence easterly to the northeast corner of Parcel 66-161-013; thence southerly to the north line of 8th Street; thence westerly to the southwest corner of Parcel 66-163-003; thence southerly to the north line of 9th Street; thence westerly to the west line of "B" Street; thence southerly to the north line of 10th Street; thence westerly to the southwest corner of Parcel 66-189-003; thence southerly and easterly along the boundary of Parcel 67-092-001, to the northeast corner of Parcel 67-092-003; thence southerly to the southeast corner of Parcel 67-093-016; thence westerly, southerly, and easterly along the north, west, and south boundary lines of Parcel 67-093-019 to the northwest corner of Parcel 67-102-067; thence southerly to the southwest corner of Parcel 67-102-052; thence easterly to the northeast corner of Parcel 67-102-007; thence southerly to the south side of 15th Street; thence easterly to the northeast corner of Parcel 67-163-026; thence southerly to the southeast corner thereof; thence southerly, easterly, southerly, and westerly along the eastern boundary lines of Parcel 67-103-017 to the northwest corner of Parcel 67-103-018; thence southerly to the south line of 17th Street; thence west and south along the boundary of Parcel 67-243-030 to the southwest corner thereof; thence westerly to the northwest corner of Parcel 67-243-006; thence southerly to the south line of 18th Street; thence westerly to the northwest corner of Parcel 67-246-008; thence southerly to the southwest corner thereof; thence westerly to the northeast corner of Parcel 67-262-002; thence southerly

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to the north line of 19th Street; thence westerly to the southwest corner of Parcel 67-251-004; thence northerly to the northwest corner thereof; thence westerly to the east line of "D" Street; thence southerly to the north line of 20th Street; thence easterly to the east line of "C" Street; thence northerly to the northwest corner of Parcel 67-263-004; thence easterly to the northeast corner of Parcel 67-263-001; thence southerly to the northwest corner of Parcel 67-251-010; thence easterly to the northeast corner of Parcel 67-251-009; thence southerly to the south line of 20th Street; thence easterly to the northeast corner of Parcel 67-252-017; thence southerly to the southeast corner thereof; thence westerly to the southwest corner of Parcel 67-252-001; thence northerly to the southeast corner of Parcel 67-266-007; thence westerly to the east line of "C" Street; thence north to the south line of 20th Street; thence westerly to the east line of "D" Street; thence southerly to the south line of Parcel 67-277-002; thence southeast to the northeast corner of Parcel 67-274-005; thence southerly to the south line of West Madison Street; thence easterly to the northwest corner of Parcel 67-275-023; thence southerly to the south line of Rossi Avenue; thence west, south, and east along the boundary line of Parcel 67-282-029 to the northwest corner of Parcel 67-282-026; thence southerly to the south line of Texas Street; thence easterly to the west line of "A" Street; thence southerly to the north line of Grace Street; thence easterly to the southeast corner of Parcel 68-142-013; thence westerly and northerly along the boundary of subdivision Sunset Gardens to the south line of Brian Ave; thence easterly to the point south of the southeast corner of Parcel 68-132-036; thence northerly to the northeast corner of said parcel; thence easterly, northerly, and westerly along the boundary of Parcel 68-132-033 to the southeast corner of Parcel 68-132-037; thence northerly to the northeast corner of Parcel 68-131-037; thence easterly and northerly along the south and east boundary of Parcel 68-131-031, to the south line of Southern Pacific Railroad; thence along said south line northwesterly to the east line of "A" Street; thence northerly to the south line of 19th Street; thence easterly to the point which is south of the southeast corner of Parcel 68-011-034; thence northerly along the east boundary lines of Parcels 68-011-044 and 68-011-001 to the south line of E. 18th Street; thence easterly to the west line of Evergreen Avenue; thence southerly to the point which is west of the southwest corner of Parcel 68-017-010; thence easterly to the southeast corner thereof; thence northerly to the south west corner of Parcel 68-041-002; thence easterly to the east line of Helmut Lane; thence northerly to the southwest corner of Parcel 68-041-011; thence easterly to the southeast corner of said parcel; thence southerly to the southwest corner of Parcel 68-041-013; thence easterly to the east line of Alpha Way; thence southerly to the southwest corner of Parcel 68-042-023; thence easterly to the southeast corner thereof; thence southerly to the southwest corner of Parcel 68-042-003; thence easterly to the east line of Crestwood Drive; thence northerly to the northwest corner of Parcel 68-043-011; thence easterly to the southeast corner of Parcel 68-046-034; thence northerly and easterly along the west and north boundary lines of Parcel 68-046-003 to the east line of Cavallo Road; thence north to the southwest corner of Parcel 68-051-015; thence easterly to the southeast corner of Parcel 68-051-019; thence southerly to the southwest corner of Parcel 68-051-042; thence easterly to the southwest corner of Parcel 68-051-024; thence northerly to the northwest

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corner of Parcel 68-051-037; thence easterly to the east line of Biglow Drive; thence northerly to the north line of E. 18th Street; thence easterly to the west line of Hillcrest Avenue; thence southerly along the west line of Hillcrest Avenue to a point which is west of the south west corner of Parcel 51-272-025; thence easterly and northerly along the south and east boundary of said parcel to the south line of E. 18th Street; thence easterly to the northeast corner of Parcel 51-272-006; thence southerly to the southeast corner of Parcel 51-242-005; thence westerly to the east line of Hillcrest Avenue, said line being the Antioch City Limits; thence along said Antioch City Limits line southerly, easterly, northerly, and westerly to the southeast corner of Parcel 51-263-019; thence westerly to the southwest corner of Parcel 51-265-035; thence westerly along the south lines of Parcels 51-120-022 and 51-120-023 to the southeast corner of Parcel 51-120-015; thence westerly to the east line of Hillcrest Avenue; thence northerly to a point which is east of the northeast corner of Parcel 65-262-024; thence westerly to the southeast corner of Parcel 65-262-027; thence westerly along the south line of Lake Alhambra subdivision to the southeast corner of Parcel 65-235-019; thence northerly to the south line of South Lake Drive; thence westerly to the west line of Alhambra Drive; thence southerly to the northeast corner of Parcel 65-142-023; thence along the boundary of said parcel westerly to the east line of Amber Drive; thence northerly to a point which is east of the southeast corner of Parcel 65-143-013; thence westerly to the southwest corner of Parcel 65-143-007; thence northerly to the north line of Amber Drive; thence westerly to the east line of Cavallo Road; thence northerly to a point which is east of the northeast corner of Parcel 65-151-037; thence westerly to the northwest corner thereof; thence southerly to the northeast corner of Parcel 65-151-002; thence westerly to the west line of Noia Avenue; thence southerly to the northeast corner of Parcel 65-152-043; thence westerly to the west line of Wisner Drive; thence northerly to the northeast corner of Parcel 65-152-027; thence westerly and southerly along the north and west lines of said parcel to the northeast corner of Parcel 65-161-001; thence westerly to the west line of Marie Avenue; thence northerly to the southeast corner of Parcel 65-164-012; thence westerly, northerly, and westerly along the boundary of Parcel 65-164-023 to the northwest corner thereof; thence northerly to the south line of East 16th Street; thence westerly to the northeast corner of Parcel 65-172-022; thence southerly to the southeast corner thereof; thence westerly to the north west corner of Parcel 65-172-027; thence southerly to the southeast corner of Parcel 65-172-007; thence westerly along the boundary lines of Parcels 65-172-024, 65-172-025, and 65-172-026 to the northwest corner of Parcel 65-172-028; thence northerly to the southeast corner of Parcel 65-183-009; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-007; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-006; thence westerly to the southwest corner of Parcel 65-183-004; thence northerly to the north line of East 16th Street; thence westerly to the southwest corner of Parcel 65-182-030; thence northerly to the northwest corner thereof; thence easterly to the southeast corner of Parcel 65-182-027; thence northerly to the northwest corner of Parcel 65-181-020; thence easterly to the southeast corner of Parcel 65-181-014; thence northerly and westerly along the east and north line of said parcel to the east line of "A" Street; thence northerly to the northwest corner of Parcel 65-181-018; thence easterly to the southeast

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corner of Parcel 65-075-002; thence northerly to the north line of E. 13th Street; thence easterly to the southeast corner of Parcel 65-071-009; thence northerly to the southeast corner of Parcel 65-064-005; thence westerly to "A" Street; thence northerly to the southwest corner of Parcel 65-061-002; thence easterly to the southeast corner thereof; thence northerly to the north line of Wilbur Avenue; thence easterly to the southeast corner of Parcel 66-164-007; thence northerly to the point on the south line of Parcel 66-164-010; thence westerly to the southwest corner of Parcel 66-164-013; thence northerly to the north line of 7th Street; thence easterly to the southeast corner of Parcel 66-162-008; thence northerly to a point on the south line of Parcel 66-162-011; thence easterly and northerly along the southerly and easterly boundaries of said parcel to the south line of 6th Street; thence northerly to the southeast corner of Parcel 66-032-018; thence northerly to the northeast corner thereof; thence easterly to the east line of the roadway described in Book 27 of Deeds at Page 475; thence southerly along the east line thereof to the northwest corner of Parcel 65-050-026; thence easterly to the northeast corner of Parcel 65-050-013; thence north, east, and south along the boundary of Parcel 65-050-006 to the northwest line of Parcel 65-050-005; thence easterly along the northerly and easterly property lines of Parcels 65-050-005, and 65-050-029, to the northeast corner of Parcel 65-050-029; thence southerly to the northerly most point of Parcel 65-050-017; thence southeasterly along the eastern boundary of said Parcel 65-050-017 to the north line of Wilbur Avenue; thence easterly along the north line of Wilbur Avenue to a point which is north of the west line of Marie Avenue; thence south to the south line of Wilbur Avenue, thence east to the northeast corner of Parcel 65-101-014; thence southerly to the northwest corner of Parcel 65-101-015; thence easterly to the northeast corner of Parcel 65-110-012, said corner being on the Antioch City Limits; thence along northerly, and westerly along said City of Antioch boundary to the point of beginning.

* * * * *

END OF DOCUMENT

4. Exception_06a_19990289937

17

OFFICE OF THE CITY CLERK



L. JOLENE MARTIN
City Clerk

Recording Requested by
and When Recorded Return to:

City Clerk
City of Antioch
P.O. Box 5007
Antioch, CA 94531-5007

CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 1999-0289937-00
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**NOTICE OF ADOPTION OF AN AMENDMENT TO THE REDEVELOPMENT PLAN
FOR THE ANTIOCH REDEVELOPMENT PROJECT**

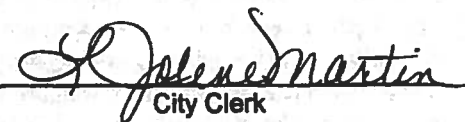
NOTICE IS HEREBY GIVEN that the City Council of the City of Antioch adopted Ordinance NO. 963-C-S and 964-C-S on October 26, 1999, approving and adopting the Amendment to the Redevelopment Plan for the Antioch Redevelopment Project.

A legal description of the boundaries of the Project Area is attached hereto as Exhibit A and incorporated herein by reference.

Proceeding for the redevelopment of the Project Area, as amended, have been instituted under the California Community Redevelopment Law (Health and Safety Code Section 3300 et seq.).

Filed for recordation with the County Recorder of Contra Costa County by order of the City Council of the City of Antioch, California.

Dated: October 29, 1999


City Clerk
City of Antioch

Attachment

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ORDINANCE NO. 963-C-S

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF ANTIOCH ESTABLISHING AND AMENDING
CERTAIN LIMITATIONS WITH RESPECT TO THE
REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT**

WHEREAS, the City Council of the City of Antioch (the "City Council") adopted Ordinance No. 290-C-S on July 15, 1975, approving and adopting the Redevelopment Plan (the "Redevelopment Plan") for the Antioch Redevelopment Project (the "Project"); and

WHEREAS, on April 10, 1979, the City Council adopted Ordinance No. 398-C-S, approving and adopting an amendment to the Redevelopment Plan; and

WHEREAS, on November 12, 1986, the City Council adopted Ordinance No. 653-C-S, establishing certain limitations with respect to the Redevelopment Plan; and

WHEREAS, the Antioch Development Agency (the "Agency") has been designated as the official redevelopment agency in the City of Antioch to carry out the functions and requirements of the Community Redevelopment Law of the State of California (Health and Safety Code Section 33000 et seq.) and to implement the Redevelopment Plan; and

WHEREAS, Section 33333.6 of the Community Redevelopment Law requires that every redevelopment plan adopted on or before December 31, 1993, contain certain limitations: (1) if the plan contains the provisions set forth in Section 33670 of the Community Redevelopment Law ("tax increment authority"), a time limit on the establishing of loans, advances and indebtedness which shall not exceed 20 years from the adoption of the redevelopment plan or January 1, 2004, whichever is later; (2) a time limit on the effectiveness of the redevelopment plan which shall not exceed 40 years from the adoption of the redevelopment plan or January 1, 2009, whichever is later; and (3) a time limit on the repayment of indebtedness which shall not exceed 10 years from the termination of the effectiveness of the redevelopment plan; and

WHEREAS, Section 33333.6 further provides that a redevelopment plan adopted prior to January 1, 1994, may be amended by the legislative body by adoption of an

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STATE OF CALIFORNIA
County of Contra Costa
City of Antioch

I, L. JoJene Martin, City Clerk in and for said City of Antioch, County of Contra Costa, State of California, do hereby certify under penalty of perjury that the hereto attached and foregoing paper is a full, true and correct copy of _____
Ordinance No. 963-C-5 _____
now on file in this office of said city.

WITNESS, my hand, and Official Seal, this 29th day of October 19 99

L. JoJene Martin
City Clerk, City of Antioch
Contra Costa County, California

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ordinance on or after January 1, 1999, but on or before December 31, 1999, provided that the redevelopment plan as so amended does not exceed the terms provided in that section; and

WHEREAS, Ordinance No. 653-C-S established a time limit for incurring indebtedness that exceeds the maximum permitted by subdivision (a) of Health and Safety Code Section 33333.6 and, therefore, should be amended; and

WHEREAS, the Redevelopment Plan contains an ambiguous termination date for the Redevelopment Plan that should be clarified; and

WHEREAS, a time limit for repayment of indebtedness in accord with Health and Safety Code Section 33333.6 should be established;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANTIOCH DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. A new sentence is hereby added to the end of the last paragraph of subsection 1 of Section 1201 of the Redevelopment Plan to read as follows:

"The Agency shall not establish or incur loans, advances or indebtedness to finance, in whole or in part, the Project after January 1, 2004."

SECTION 2. The existing sentence in Section 406 of the Redevelopment Plan is hereby deleted and replaced by the following:

"Except for the nondiscrimination and nonsegregation provisions that shall run in perpetuity, the provisions of this Plan shall be effective, and the provisions of other documents formulated pursuant to this Plan may be made effective, for forty (40) years from the date of adoption of this Plan. Based upon the date of adoption of the Redevelopment Plan, the effectiveness of the Redevelopment Plan shall terminate on July 15, 2015."

SECTION 3. The Agency shall not pay indebtedness or receive property taxes pursuant to Health and Safety Code Section 33670 after ten (10) years from the termination of the effectiveness of the Redevelopment Plan, as established in Section 2 of this Ordinance. Based upon the termination date established in Section 2 of this Ordinance, the Agency shall not pay indebtedness or receive property taxes pursuant to Section 33670 after July 15, 2025.

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SECTION 4. Ordinance Nos. 290-C-S, 398-C-S and 653-C-S are continued in full force and effect as amended by this Ordinance.

SECTION 5. The City Clerk is hereby directed to send a certified copy of this Ordinance to the Agency.

SECTION 6. Severability. If any part of this Ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance, and this City Council hereby declares that it would have passed the remainder of this Ordinance if such invalid portion thereof had been deleted.

SECTION 7. Publication. The City Clerk is hereby ordered and directed to cause this Ordinance to be published once in *The Ledger Dispatch*, a newspaper of general circulation, published and circulated in the City of Antioch.

SECTION 8. This ordinance shall be in full force and effect thirty (30) days after its passage.

* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch, held on the 28th day of September, 1999, and passed and adopted at a regular meeting thereof, held on the 26th day of October, 1999.

AYES: Council Members Freitas, Soliz, Davis, and Mayor Rocha.

NOES: Council Member Sudario.

ABSENT: None.

s/ Mary Helen Rocha
MAYOR OF THE CITY OF ANTIOCH

ATTEST:

s/ L. Jolene Martin
CITY CLERK OF THE CITY OF ANTIOCH


STATE OF CALIFORNIA
County of Contra Costa

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City of Antioch

I, L. Jolene Martin, City Clerk in and for said City of Antioch, County of Contra Costa, State of California, do hereby certify under penalty of perjury that the hereto attached and foregoing paper is a full, true and correct copy of Ordinance No. 964-C-S now on file in this office of said city.

WITNESS, my hand, and Official Seal, this 29th day of October 19 99


City Clerk, City of Antioch
Contra Costa County, California

WHEREAS, a Negative Declaration was prepared on the proposed Amendment in accordance with the California Environmental Quality Act (Public Resources Code Section 21000 et seq.), the Guidelines for Implementation of the California

WHEREAS, by Resolution No. 99-19, adopted on August 18, 1999, the Planning Commission has reported that the Redevelopment Plan, as it is proposed to be amended by the Amendment, conforms to the General Plan of the City of Antioch and has recommended approval of the proposed Amendment; and

WHEREAS, the proposed Amendment would re-establish the time period within which the Agency can exercise its eminent domain authority and make certain other minor, technical amendments to bring the Redevelopment Plan into conformity with the current Community Redevelopment Law (Health and Safety Code Section 33000 et seq.); and

WHEREAS, the City Council has received from the Antioch Development Agency a copy of which is on file at the office of the Agency and at the office of the City Clerk, both at City Hall, Third and H Streets, Antioch, California, together with the Report of the Agency to the City Council on the proposed Amendment, including: (1) the reasons for amending the Redevelopment Plan; (2) the report and recommendations of the Planning Commission of the City of Antioch (the "Planning Commission"); and (3) the Negative Declaration; and

WHEREAS, the City Council of the City of Antioch (the "City Council") adopted Ordinance No. 290-C-5 on July 15, 1975, approving and adopting the Redevelopment Plan (the "Redevelopment Plan") for the Antioch Redevelopment Project (the "Project") and adopted Ordinance No. 398-C-5 on April 10, 1979, Ordinance No. 653-C-5 on November 12, 1986, and Ordinance No. 963-C-5, on October 26, 1999, amending the Redevelopment Plan; and

AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF ANTIOCH, CALIFORNIA, AMENDING
ORDINANCE NOS. 290-C-5, 398-C-5, 653-C-5 AND
APPROVING AND ADOPTING AN AMENDMENT
TO THE REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT

ORDINANCE NO. 964-C-5

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Environmental Quality Act (14 Cal. Code Regs. Section 15000 et seq.). and environmental procedures adopted by the Agency pursuant thereto; and

WHEREAS, the Agency and the City Council have reviewed and considered the Negative Declaration on the proposed Amendment and have each approved the Negative Declaration; and

WHEREAS, the City Council and the Agency held a joint public hearing on September 28, 1999, on the adoption of the Amendment and approval of the Negative Declaration on the Amendment in the City Council Chambers, Third and H Streets, Antioch, California; and

WHEREAS, a notice of said hearing was duly and regularly published in *The Ledger Dispatch*, a newspaper of general circulation in the City of Antioch, once a week for three successive weeks prior to the date of said hearing, and a copy of said notice and affidavit of publication are on file with the City Clerk and the Agency; and

WHEREAS, copies of the notice of joint public hearing and a statement concerning acquisition of property by the Agency were mailed to the last known address of each assessee of each parcel of land in the Project Area, as shown on the last equalized assessment roll of the County of Contra Costa; and

WHEREAS, copies of the notice of joint public hearing were mailed to each business and resident in the Project Area; and

WHEREAS, copies of the notice of joint public hearing were mailed by certified mail with return receipt requested to the governing body of each taxing agency that receives taxes from property in the Project Area; and

WHEREAS, the City Council has considered the Report of the Agency, the report and recommendations of the Planning Commission, the proposed Amendment and the Negative Declaration; has provided an opportunity for all persons to be heard; and has received and considered all evidence and testimony presented for or against any and all aspects of the proposed Amendment;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANTIOCH DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The purpose and intent of the City Council with respect to the Amendment is to promote the full and effective implementation of the Redevelopment

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Plan for the Antioch Redevelopment Project by re-establishing, for an additional twelve (12) years, the Agency's power to acquire property by eminent domain. Implementation of the Redevelopment Plan will serve to eliminate blight and improve the physical and economic conditions in the Project Area.

SECTION 2. The City Council hereby finds and determines that:

(a) Remaining blight exists within the Project Area, the redevelopment of which is necessary to effectuate the public purposes in the Community Redevelopment Law. This finding is based upon the facts set forth in the Agency's Report to the City Council, particularly the descriptions of deterioration, stagnated or decreased property values, vacancy rates, low lease rates, asbestos and other blighting conditions.

(b) It is necessary and desirable to amend the Redevelopment Plan in the manner set forth in the proposed Amendment in order to carry out the redevelopment of the Project Area and make possible the achievement of the goals and objectives of the Redevelopment Plan. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that, without eminent domain authority, the Agency will not be able to assemble sites and eliminate remaining blight within the Project Area.

(c) The proposed Amendment will aid in the redevelopment of the Project Area in conformity with the Community Redevelopment Law and in the interests of the public peace, health, safety and welfare. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that implementation of the Redevelopment Plan will serve to eliminate remaining blight and improve physical and economic conditions in the Project Area and that eminent domain authority is necessary for the full and effective implementation of the Redevelopment Plan.

(d) The Redevelopment Plan, as it is proposed to be amended by the Amendment, is consistent with the General Plan of the City of Antioch. This finding is based upon the findings of the Planning Commission set forth in Resolution No. 99-19, adopted on August 18, 1999, a copy of which is included in the Agency's Report to the City Council.

(e) The carrying out of the Redevelopment Plan, as it is proposed to be amended by the Amendment, will promote the public peace, health, safety and welfare of the City of Antioch and will effectuate the purposes and policy of the

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Community Redevelopment Law. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that redevelopment, as contemplated by the Redevelopment Plan, will benefit the Project Area by authorizing the Agency to assemble sites for redevelopment to correct the significant blight remaining in the Project Area.

(f) The condemnation of real property within the Project Area, as provided for in the proposed Amendment, is necessary to the execution of the Redevelopment Plan, and adequate provisions have been made for the payment for property to be acquired as provided by law. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that, without eminent domain authority, certain sites within the Project Area could not be assembled for redevelopment. This finding is further based on the fact that, in connection with the acquisition of property by the Agency, the Agency will comply with all applicable provisions of the California Eminent Domain Law (Code of Civil Procedure Section 1230.010 et seq.) and the California Relocation and Real Property Acquisition Law (Government Code Section 7260 et seq.), including provisions requiring the payment of just compensation.

(g) The elimination of blight and the redevelopment of the Project Area could not reasonably be expected to be accomplished by private enterprise acting alone without the aid and assistance of the Agency. This finding is based upon the facts that, because of the higher costs and more significant risks associated with development of blighted areas, individual developers are unable and unwilling to invest in blighted areas without substantial public assistance; that funds of other public sources and programs are insufficient to eliminate the blighting conditions; and that, without the Agency's use of eminent domain, sites could not be assembled for redevelopment.

(h) The time limitation in the Redevelopment Plan regarding the Agency's eminent domain authority, as amended by the Amendment, is reasonably related to the proposed projects to be implemented in the Project Area and the ability of the Agency to eliminate blight within the Project Area. This finding is based upon the fact that Section 33333.4 of the Community Redevelopment Law provides that a time limit, not to exceed 12 years from the adoption of the Redevelopment Plan, may be established for commencement of eminent domain proceedings to acquire property within the Project Area and that said time limit may be extended by amendment of the Redevelopment Plan.

SECTION 3. In order to implement and facilitate the effectuation of the proposed Amendment, certain official actions must be taken by the City Council; accordingly, the

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City Council hereby: (a) pledges its cooperation in helping to carry out the Redevelopment Plan, as amended by the Amendment; (b) directs the various officials, departments, boards and agencies of the City of Antioch having administrative responsibilities in the Project Area likewise to cooperate to such end and to exercise their respective functions and powers in a manner consistent with the Redevelopment Plan, as amended by the Amendment; (c) stands ready to consider and take appropriate action on proposals and measures designed to effectuate the Redevelopment Plan, as amended by the Amendment; and (d) declares its intention to undertake and complete any proceedings, including the expenditure of moneys, necessary to be carried out by the City under the provisions of the Redevelopment Plan, as amended by the Amendment.

SECTION 4. The Council is satisfied that written objections, if any, received before or at the noticed public hearing have been responded to in writing. In addition, written findings have been adopted in response to each written objection, if any, of an affected property owner or taxing entity filed with the City Clerk either before or at the noticed public hearing.

SECTION 5. The Redevelopment Plan, as adopted and amended by Ordinance Nos. 290-C-S, 398-C-S, 653-C-S and 963-C-S, is hereby further amended as set forth in the "Amendment to the Redevelopment Plan for the Antioch Redevelopment Project," attached hereto. As so amended, the Redevelopment Plan is incorporated by reference herein. The Executive Director of the Agency is hereby authorized to combine the Redevelopment Plan, as amended by the Amendment, into a single document, and said document, when filed with the City Clerk and the Secretary of the Agency, shall constitute the official Redevelopment Plan for the Antioch Redevelopment Project.

SECTION 6. Ordinance Nos. 290-C-S, 398-C-S, 653-C-S and 963-C-S, are continued in full force and effect as amended by this Ordinance.

SECTION 7. The City Clerk is hereby directed to send a certified copy of this Ordinance to the Agency, and the Agency is hereby vested with the responsibility for carrying out the Redevelopment Plan, as amended by the Amendment.

SECTION 8. The City Clerk is hereby directed to record with the County Recorder of Contra Costa County a notice of the approval and adoption of the Amendment pursuant to this Ordinance, containing a statement that proceedings for the redevelopment of the Project Area pursuant to the Redevelopment Plan, as amended by the Amendment, have been instituted under the Community Redevelopment Law.

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SECTION 9. The City Clerk is hereby ordered and directed to certify to the passage of this Ordinance and to cause the same to be published once in *The Ledger Dispatch*, a newspaper of general circulation, published and circulated in the City of Antioch.

SECTION 10. If any part of this Ordinance, or the Amendment that it approves, is held to be invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance or of the Amendment, and this City Council hereby declares that it would have passed the remainder of the Ordinance, or approved the remainder of the Amendment, if such invalid portion thereof had been deleted.

SECTION 11. Effective Date. This Ordinance shall be in full force and effect thirty (30) days after its adoption.

* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch, held on the 28th day of September, 1999, and passed and adopted at a regular meeting thereof, held on the 26th day of October, 1999.

AYES: Council Members Freitas, Soliz, Davis, and Mayor Rocha.

NOES: Council Member Sudario.

ABSENT: None.

s/ Mary Helen Rocha
MAYOR OF THE CITY OF ANTIOCH

ATTEST:

s/ L. Jolene Martin
CITY CLERK OF THE CITY OF ANTIOCH

EXHIBIT "A"

PROJECT AREA
BOUNDARY DESCRIPTION

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Beginning at the most northerly boundary corner of the City of Antioch; thence generally south along the West boundary to a point on the north line of State Highway 4 and its intersection with the east line of the Los Medanos Wasteway; thence southerly along said east line to the south line of Delta Fair Boulevard; thence easterly along said south line to the northwest corner of Parcel 74-123-04; thence southerly and easterly along the west and south boundaries of said parcel to the west line of Fairview Drive; thence southerly along said west line to the north line of Parcel 74-123-05; thence westerly along said north line to the north line of a 100 foot East Bay Municipal Utility District right-of-way; thence westerly along said north line to the east line of said Los Medanos Wasteway; thence southerly along said east line to the south line of Buchanan Road; thence easterly along said south line to the northwest corner of Parcel 75-010-07; thence southerly and easterly along south and west boundaries of said parcel to the center line of Somersville Road; thence southerly along said center line to a point on the southwest line of the Contra Costa Canal, said point being on the boundary of the City of Antioch; thence southerly, easterly, and northerly along said boundary to said southwest line of the Contra Costa Canal; thence northerly along said southwest line to the east line of Markley Creek; thence northeasterly along said east line to the west line of Parcel 76-030-068; thence southerly, easterly, and northerly along the west, south, and east boundary lines of said parcel to the east line of Markley Creek; thence northeasterly along said east line to the north line of Mahogany Way; thence westerly along said north line to the southwest corner of Parcel 74-370-008; thence northerly along the west line of said parcel to the south line of Sycamore Drive; thence easterly along said south line to the northeast corner of said Parcel 74-370-008; thence northerly across Sycamore Drive and along the east boundary of Parcel 74-370-004 to the south line of the Southern Pacific Railroad; thence easterly along the Southern Pacific Railroad to a point which is south of the southwest corner of Parcel 74-321-002; thence northwesterly along the south line of Fairview Terrace subdivision to the southeast corner of Parcel 74-180-003; thence along the southeast boundary of said parcel to the north line of West 18th Street; thence along said north line to the southeast corner of Parcel 74-171-003; thence along the west line of the Fairview Terrace subdivision to a point on the south line of Parcel 74-160-001; thence easterly along the north line of Parcel 74-160-008 and Parcel 74-334-027 to the northeast corner of said Parcel 74-334-027; thence north along the east line of Parcel 74-334-026 and Parcel 74-334-015 to the south line of 10th Street; thence easterly along the south line of 10th Street to the west line of Parcel 67-021-001; thence southerly and easterly along the boundary of said parcel and Parcel 67-021-002 and across "L" Street to the east line, thence south to the southwest corner of Parcel 67-022-002; thence easterly along the north line of Loma Lane to the east line of "H" Street; thence northerly to the northwest corner of Parcel 67-050-016; thence easterly to the east line of "G" Street; thence southerly to the southwest corner of Parcel 67-060-001; thence easterly and northerly along said boundary to the south line of 10th Street; thence westerly to a point which is south of the

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southeast corner of Parcel 66-207-014; thence northerly along the east line of Parcels 66-207-014 and 66-207-008 to the south line of 9th Street; thence west to the east line of "G" Street; thence northerly to the northwest corner of Parcel 66-203-014; thence westerly to the west line of "H" Street; thence southerly to the southeast corner of Parcel 66-205-008; thence westerly to the southeast corner of Parcel 66-217-007; thence along the boundary of said parcel northerly and westerly to the west line of "L" Street; thence southerly to the north line of 10th Street; thence westerly to the west line of "O" Street; thence northerly along "O" Street to the northeast corner of Parcel 74-130-043; thence westerly 150 feet; thence northerly to the south line of 6th Street; thence east to the east line of "M" Street; thence north to the south line of 4th Street; thence east to the east line of "L" Street; thence north to the northwest corner of Parcel 66-103-008; thence easterly to the southwest corner of Parcel 66-092-012; thence southerly to the south line of 3rd Street; thence easterly to the northeast corner of Parcel 66-107-009; thence south to the south line of Fourth Street; thence east to the northeast corner of Parcel 66-133-010; thence south to the southeast corner thereof; thence easterly to the east line of "I" Street to the west line of Parcel 66-141-006; thence southerly, easterly, and northerly along the west, south, and east boundary of said parcel to the northwest corner of parcel 66-141-005; thence easterly to the west line of "H" Street; thence southerly to the south line of 6th Street; thence easterly to the east line of "F" Street; thence northerly to the south line of 4th Street; thence easterly to the northeast corner of Parcel 66-144-009; thence northerly to the northwest corner of Parcel 66-057-004; thence easterly and along the north lines of Parcels 66-057-004, 66-057-003, 66-057-002, and 66-057-001 to the east line of "E" Street; thence northerly to the south line of 3rd Street; thence east to the west line of "C" Street; thence southerly to the south line of 4th Street; thence easterly to the west line of "B" Street; thence southerly to the south line of 6th Street; thence easterly to the northeast corner of Parcel 66-161-013; thence southerly to the north line of 8th Street; thence westerly to the southwest corner of Parcel 66-163-003; thence southerly to the north line of 9th Street; thence westerly to the west line of "B" Street; thence southerly to the north line of 10th Street; thence westerly to the southwest corner of Parcel 66-189-003; thence southerly and easterly along the boundary of Parcel 67-092-001, to the northeast corner of Parcel 67-092-003; thence southerly to the southeast corner of Parcel 67-093-016; thence westerly, southerly, and easterly along the north, west, and south boundary lines of Parcel 67-093-019 to the northwest corner of Parcel 67-102-067; thence southerly to the southwest corner of Parcel 67-102-052; thence easterly to the northeast corner of Parcel 67-102-007; thence southerly to the south side of 15th Street; thence easterly to the northeast corner of Parcel 67-103-026; thence southerly to the southeast corner thereof; thence southerly, easterly, southerly, and westerly along the eastern boundary lines of Parcel 67-103-017 to the northwest corner of Parcel 67-103-018; thence southerly to the south line of 17th Street; thence west and south along the boundary of Parcel 67-243-030 to the southwest corner thereof; thence westerly to the northwest corner of Parcel 67-243-006; thence southerly to the south line of 18th Street; thence westerly to the northwest corner of Parcel 67-246-008; thence southerly to the southwest corner thereof; thence westerly to the northeast corner of Parcel 67-262-002; thence southerly

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to the north line of 19th Street; thence westerly to the southwest corner of Parcel 67-251-004; thence northerly to the northwest corner thereof; thence westerly to the east line of "D" Street; thence southerly to the north line of 20th Street; thence easterly to the east line of "C" Street; thence northerly to the northwest corner of Parcel 67-263-004; thence easterly to the northeast corner of Parcel 67-263-001; thence southerly to the northwest corner of Parcel 67-251-010; thence easterly to the northeast corner of Parcel 67-251-009; thence southerly to the south line of 20th Street; thence easterly to the northeast corner of Parcel 67-252-007; thence southerly to the southeast corner thereof; thence westerly to the southwest corner of Parcel 67-252-001; thence northerly to the southeast corner of Parcel 67-266-007; thence westerly to the east line of "C" Street; thence north to the south line of 20th Street; thence westerly to the east line of "D" Street; thence southerly to the south line of Parcel 67-277-002; thence southeast to the northeast corner of Parcel 67-274-005; thence southerly to the south line of West Madill Street; thence easterly to the northwest corner of Parcel 67-275-023; thence southerly to the south line of Rossi Avenue; thence west, south, and east along the boundary line of Parcel 67-282-029 to the northwest corner of Parcel 67-232-026; thence southerly to the south line of Texas Street; thence easterly to the west line of "A" Street; thence southerly to the north line of Drake Street; thence easterly to the southeast corner of Parcel 63-142-019; thence westerly and northerly along the boundary of subdivision Sunset Gardens to the south line of Brian Ave; thence easterly to the point south of the southeast corner of Parcel 68-132-036; thence northerly to the northeast corner of said parcel; thence easterly, northerly, and westerly along the boundary of Parcel 68-132-033 to the southeast corner of Parcel 68-132-037; thence northerly to the northeast corner of Parcel 68-131-037; thence easterly and northerly along the south and east boundary of Parcel 68-131-031, to the south line of Southern Pacific Railroad; thence along said south line northwesterly to the east line of "A" Street; thence northerly to the south line of 19th Street; thence easterly to the point which is south of the southeast corner of Parcel 68-011-034; thence northerly along the east boundary lines of Parcels 68-011-034 and 68-011-001 to the south line of E. 18th Street; thence easterly to the west line of Evergreen Avenue; thence southerly to the point which is west of the southwest corner of Parcel 68-017-010; thence easterly to the southeast corner thereof; thence northerly to the south west corner of Parcel 68-041-002; thence easterly to the east line of Helmut Lane; thence northerly to the southwest corner of Parcel 68-041-011; thence easterly to the southeast corner of said parcel; thence southerly to the southwest corner of Parcel 68-041-013; thence easterly to the east line of Alpha Way; thence southerly to the southwest corner of Parcel 68-042-023; thence easterly to the southeast corner thereof; thence southerly to the southwest corner of Parcel 68-042-003; thence easterly to the east line of Crestwood Drive; thence northerly to the northwest corner of Parcel 68-043-011; thence easterly to the southeast corner of Parcel 68-046-034; thence northerly and easterly along the west and north boundary lines of Parcel 68-046-003 to the east line of Cavallo Road; thence north to the southwest corner of Parcel 68-051-015; thence easterly to the southeast corner of Parcel 68-051-019; thence southerly to the southwest corner of Parcel 68-051-042; thence easterly to the southwest corner of Parcel 68-051-024; thence northerly to the northwest

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corner of Parcel 68-051-037; thence easterly to the east line of Biglow Drive; thence northerly to the north line of E. 18th Street; thence easterly to the west line of Hillcrest Avenue; thence southerly along the west line of Hillcrest Avenue to a point which is west of the south west corner of Parcel 51-272-035; thence easterly and northerly along the south and east boundary of said parcel to the south line of E. 18th Street; thence easterly to the northeast corner of Parcel 51-272-006; thence southerly to the southeast corner of Parcel 51-242-005; thence westerly to the east line of Hillcrest Avenue, said line being the Antioch City Limits; thence along said Antioch City Limits line southerly, easterly, northerly, and westerly to the southeast corner of Parcel 51-263-019; thence westerly to the southwest corner of Parcel 51-265-035; thence westerly along the south lines of Parcels 51-120-022 and 51-120-023 to the southeast corner of Parcel 51-120-016; thence westerly to the east line of Hillcrest Avenue; thence northerly to a point which is east of the northeast corner of Parcel 65-262-024; thence westerly to the southeast corner of Parcel 65-262-027; thence westerly along the south line of Lake Alhambra subdivision to the southeast corner of Parcel 65-235-019; thence northerly to the south line of South Lake Drive; thence westerly to the west line of Alhambra Drive; thence southerly to the northeast corner of Parcel 65-142-023; thence along the boundary of said parcel westerly to the east line of Amber Drive; thence northerly to a point which is east of the southeast corner of Parcel 65-143-013; thence westerly to the southwest corner of Parcel 65-143-007; thence northerly to the north line of Amber Drive; thence westerly to the east line of Cavallo Road; thence northerly to a point which is east of the northeast corner of Parcel 65-151-037; thence westerly to the northwest corner thereof; thence southerly to the northeast corner of Parcel 65-151-002; thence westerly to the west line of Noia Avenue; thence southerly to the northeast corner of Parcel 65-152-043; thence westerly to the west line of Wisner Drive; thence northerly to the northeast corner of Parcel 65-152-027; thence westerly and southerly along the north and west lines of said parcel to the northeast corner of Parcel 65-161-001; thence westerly to the west line of Marie Avenue; thence northerly to the southeast corner of Parcel 65-164-012; thence westerly, northerly, and westerly along the boundary of Parcel 65-164-023 to the northwest corner thereof; thence northerly to the south line of East 16th Street; thence westerly to the northeast corner of Parcel 65-172-022; thence southerly to the southeast corner thereof; thence westerly to the north west corner of Parcel 65-172-027; thence southerly to the southeast corner of Parcel 65-172-007; thence westerly along the boundary lines of Parcels 65-172-024, 65-172-025, and 65-172-020 to the northwest corner of Parcel 65-172-028; thence northerly to the southeast corner of Parcel 65-183-009; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-007; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-006; thence westerly to the southwest corner of Parcel 65-183-004; thence northerly to the north line of East 16th Street; thence westerly to the southwest corner of Parcel 65-182-030; thence northerly to the northwest corner thereof; thence easterly to the southeast corner of Parcel 65-182-027; thence northerly to the northwest corner of Parcel 65-181-020; thence easterly to the southeast corner of Parcel 65-181-014; thence northerly and westerly along the east and north line of said parcel to the east line of "A" Street; thence northerly to the northwest corner of Parcel 65-181-018; thence easterly to the southeast

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corner of Parcel 65-075-002; thence northerly to the north line of E. 13th Street; thence easterly to the southeast corner of Parcel 65-071-009; thence northerly to the southeast corner of Parcel 65-064-005; thence westerly to "A" Street; thence northerly to the southwest corner of Parcel 65-061-008; thence easterly to the southeast corner thereof; thence northerly to the north line of Wilbur Avenue; thence easterly to the southeast corner of Parcel 66-164-007; thence northerly to the point on the south line of Parcel 66-164-010; thence westerly to the southwest corner of Parcel 66-164-013; thence northerly to the north line of 7th Street; thence easterly to the southeast corner of Parcel 66-162-008; thence northerly to a point on the south line of Parcel 66-162-011; thence easterly and northerly along the southerly and easterly boundaries of said parcel to the south line of 6th Street; thence northerly to the southeast corner of Parcel 66-032-018; thence northerly to the northeast corner thereof; thence easterly to the east line of the roadway described in Book 27 of Deeds at Page 475; thence southerly along the east line thereof to the northwest corner of Parcel 65-050-026; thence easterly to the northeast corner of Parcel 65-050-013; thence north, east, and south along the boundary of Parcel 65-050-006 to the northwest line of Parcel 65-050-005; thence easterly along the northerly and easterly property lines of Parcels 65-050-005, and 65-050-029, to the northeast corner of Parcel 65-050-029; thence southerly to the northerly most point of Parcel 65-050-017; thence southeasterly along the eastern boundary of said Parcel 65-050-017 to the north line of Wilbur Avenue; thence easterly along the north line of Wilbur Avenue to a point which is north of the west line of Marie Avenue; thence south to the south line of Wilbur Avenue, thence east to the northeast corner of Parcel 65-101-014; thence southerly to the northwest corner of Parcel 65-101-015; thence easterly to the northeast corner of Parcel 65-110-012, said corner being on the Antioch City Limits; thence along northerly, and westerly along said City of Antioch boundary to the point of beginning.

* * * * *

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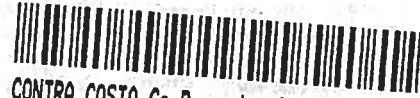
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5. Exception_06b_20070192911

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RECORDED AT REQUEST OF
AND FOR THE BENEFIT OF:
CITY OF ANTIOCH

WHEN RECORDED MAIL TO:
L. Jolene Martin
City Clerk
P.O. Box 5007
Antioch, CA 94531-5007



CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2007-0192911-00

Check Number

Tuesday, JUL 03, 2007 14:32:00

FRE \$0.00!!

Ttl Pd \$0.00

Nbr-0003770708
lee/R5/1-6

REVISED NOTICE OF ADOPTION OF THE
REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT AREA NO. 1

Recording Requested by
and When Recorded Return to:

L. Jolene Martin, City Clerk
City of Antioch
P.O. Box 5007
Antioch, Ca 94531-5007

Exempt from recording fees pursuant to
Government Code Section 27383

**ALL PROPERTY TO WHICH THIS NOTICE PERTAINS
IS LOCATED WITHIN THE ANTIOCH REDEVELOPMENT PROJECT AREA NO. 1**

**REVISED NOTICE OF ADOPTION OF THE
REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT AREA NO. 1**

NOTICE IS HEREBY GIVEN, in compliance with Section 33373(c) of the California Health and Safety Code which became effective January 1, 2007, that the City Council of the City of Antioch, California ("City Council") adopted Ordinance No. 290 C.S. on July 15, 1975, as amended, approving and adopting the Redevelopment Plan for the Antioch Project Area No. 1 (the "Redevelopment Plan"). The Antioch Development Agency ("Agency") is vested with the responsibility to carry out the Redevelopment Plan.

A legal description of the boundaries of Project Area No. 1 is attached hereto as Exhibit A and incorporated herein by reference and a copy of the Redevelopment Plan may be obtained from the Agency.

Proceedings for the redevelopment of Project Area No. 1, as contemplated by the Redevelopment Plan have been instituted under the California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*).

AGENCY'S EMINENT DOMAIN AUTHORITY. Sections 104, 105 and 701 of the Redevelopment Plan provides as follows:

When the Agency exercises its power of eminent domain, it shall be exercised within the following limitations:

The Redevelopment Plan may be amended by means of the procedures established in Section 33354.6 and/or Sections 33450-33458 of the Community Redevelopment Law or by any other procedure hereafter established by law; however, the Redevelopment Plan may not be

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amended to provide for the acquisition by eminent domain on any property zoned for residential uses as of the date the ordinance adopting the third amendment to the Plan becomes effective.

It is in the public interest and is necessary in order to eliminate the conditions requiring redevelopment and in order to execute this Plan for the power of eminent domain to be employed by the Agency to acquire real property in the Project Area which cannot be acquired by gift, devise, exchange, purchase, or any other lawful method. Eminent Domain proceedings, if used, must be commenced within twelve (12) years from the date the ordinance adopting the third amendment to the Plan becomes effective (or by October 26, 2011). This time limit for commencement of eminent domain proceedings may be extended only by amendment of the Plan.

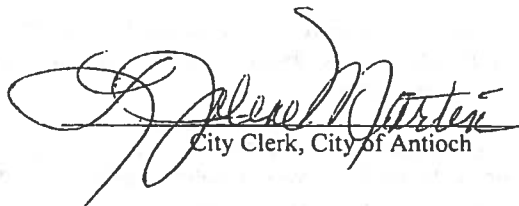
The Agency shall not acquire by eminent domain real property zoned for residential uses as of the date the ordinance adopting the third amendment to the Plan becomes effective.

It is the policy of the Agency to encourage the participation of property owners and businesses within the Project Area. Accordingly, the Agency has adopted Rules Governing Participation by, and the Extension of Reasonable Preferences to, Property Owners and Tenants in Project Area No. 1, which extend reasonable preferences to property owners and tenants in the Project Area, to participate in the redevelopment of the Project Area. The power of eminent domain shall not be exercised except in compliance with the rules and procedures set forth therein, as amended from time to time.

Generally, personal property shall not be acquired. However, where necessary in the execution of the Redevelopment Plan, the Agency is authorized to acquire personal property in the Project Area by any lawful means.

Filed for recordation with the County Recorder of Contra Costa County by order of the City Council of the City of Antioch, California.

Dated: June 21, 2007.


City Clerk, City of Antioch

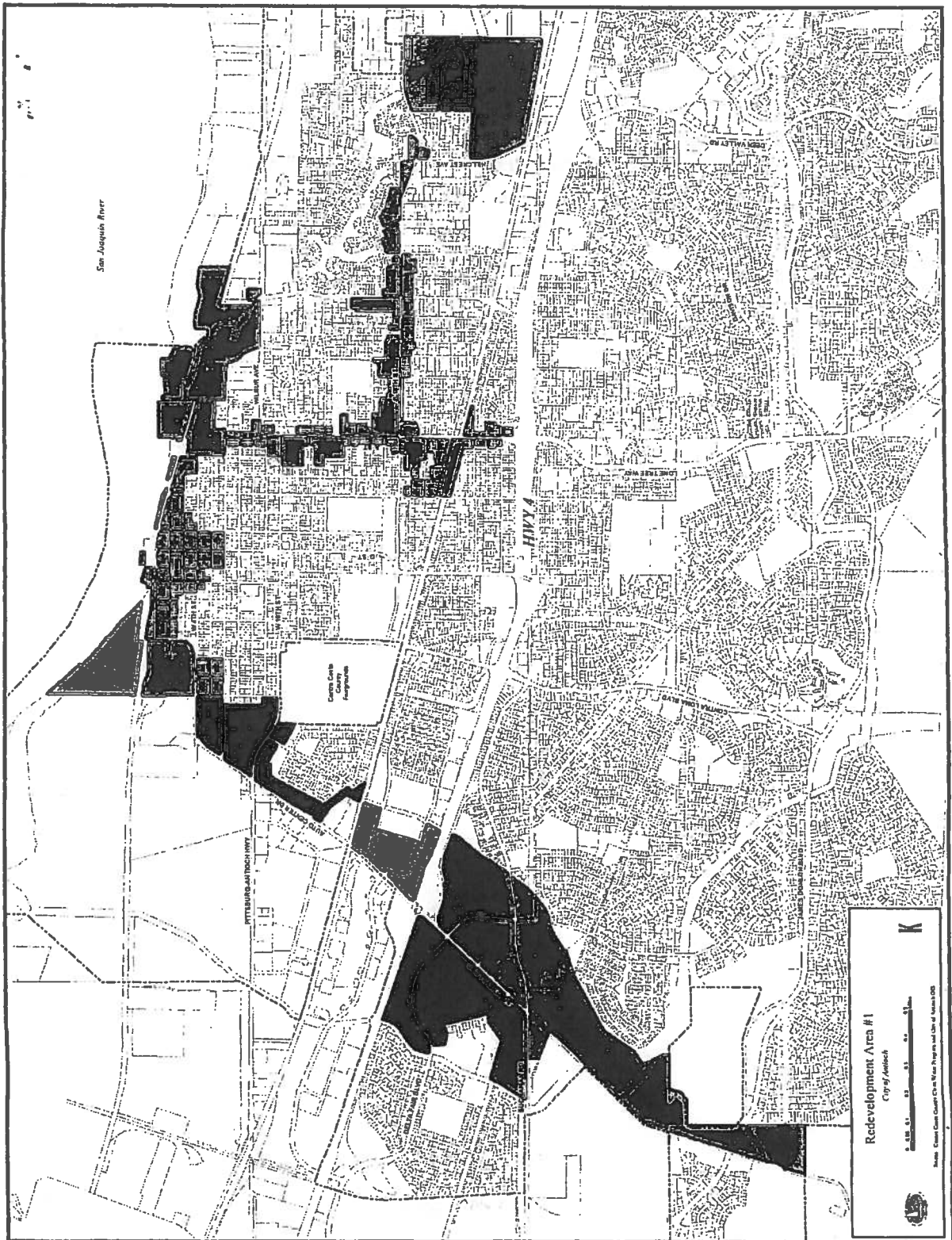
Attachment: Legal Description

EXHIBIT A

LEGAL DESCRIPTION OF PROJECT AREA NO. 1

Exhibit A

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6. Exception_07_9454_674

When recorded return to:
JOHN R. SHAW
City Attorney
1901 Railroad Avenue
Pittsburg, CA 94565

79 102683

RECORDED AT REQUEST OF
Redevelopment Agency

JUL 24 1979
At 11:00 AM
Clerk of the Court

DECLARATION OF THE EXECUTIVE DIRECTOR
OF THE REDEVELOPMENT AGENCY OF THE
CITY OF PITTSBURG, CALIFORNIA, REGARDING
INSTITUTION OF REDEVELOPMENT PROCEEDINGS

OFF'L

I, S. ANTHONY DONATO, Executive Director for the Redevelopment
Agency of the City of Pittsburg, California, hereby declare as
follows:

1. Proceedings for the redevelopment of the project
area defined in the Los Medanos Community
Development Plan, as adopted by City Council
Ordinance 79-776, have been instituted
pursuant to California State Redevelopment
Law;
2. A legal description for this project area is
attached as Exhibit "A" and incorporated
herein by reference.

I declare under penalty of perjury that the foregoing is
true and correct.

REDEVELOPMENT AGENCY
CITY OF PITTSBURG, CALIFORNIA

Dated: 7/24/79

By: *S. Anthony Donato*
S. Anthony Donato
Executive Director

9454 102674

Non-Medical Community Development Project Area

ALLFAL DESCA7PTICEI

Being within the City of Piedmont and the County of Contra Costa, all recorded information in the County Recorder's Office, Contra Costa County, California, described as follows:

[illegible][illegible]

9454 PAGE 676 MAY 22, 1979

MAY 22, 1979

END OF MESSAGE

9454 PAGE 677

May 22, 1979

7. Exception_07a_9747_838

When recorded return to:
John R. Shaw
City Attorney
1901 Railroad Avenue
Pittsburg, CA 94565

20 FEB 27 1980
23993

RECORDED AT REQUEST OF
CITY OF PITTSBURG

FEB 27 1980

DECLARATION
DECLARATION OF THE EXECUTIVE DIRECTOR
OF THE REDEVELOPMENT AGENCY OF THE
CITY OF PITTSBURG, CALIFORNIA, REGARDING
AMENDMENT OF LOS MEDANOS REDEVELOPMENT
PROJECT AREA IN THE CITY OF PITTSBURG

AT 11 O'CLOCK A. M.
CONTRA COSTA COUNTY RECORDS
J. R. OLSSON
COUNTY RECORDER
FEE \$80.00

I, S. ANTHONY DONATO, Executive Director for the Redevelopment,
Agency of the City of Pittsburg, California, hereby declare as
follows:

1. The project area of the Los Medanos Community Development
Plan, in the City of Pittsburg, as adopted by the City Council of
the City of Pittsburg, by Ordinance 79-776, have been amended by the
enactment of City Council Ordinance 80-784;

2. A revised legal description reflecting the above-stated
amendment for this project area is attached as Exhibit "A" and
incorporated herein by reference;

3. This declaration and attached legal description is
recorded pursuant to Government Code § 27295.

I DECLARE UNDER PENALTY OF PERJURY that the foregoing is
true and correct.

Redevelopment Agency of the
City of Pittsburg, California

DATED: 2/26/80

BY: *S. Anthony Donato*
S. Anthony Donato
Executive Director

BOOK 9747 PAGE 838

BOOK 9747 PAGE 839

ORDINANCE NO. 80-784

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PITTSBURG, CALIFORNIA, AMENDING THE LOS MEDANOS COMMUNITY DEVELOPMENT PLAN (AS ADOPTED BY CITY COUNCIL ORDINANCE NO. 79-776) BY DELETING CERTAIN LAND AREAS FROM THE LOS MEDANOS COMMUNITY DEVELOPMENT PLAN BOUNDARY

WHEREAS, the City Council adopted Ordinance No. 79-776, adopting the Los Medanos Community Development Plan (herein called the "Plan") after taking proceedings in accordance with the California Community Redevelopment Law, codified at Health and Safety Code Section 33000 et seq., (herein called the "Law");

WHEREAS, the Redevelopment Agency of the City of Pittsburg, California (herein called the "Agency") has proposed to amend the Plan in order to remove four (4) specified land areas from the project area because said areas are "unincorporated" areas of Contra Costa County;

WHEREAS, a Notice of Public Hearing on said proposed amendment was mailed and published in accordance with Section 33452 of the Law;

WHEREAS, a public hearing was held at the time and place set forth in said Notice of Public Hearing concerning said proposed amendment and afforded an opportunity to all interested persons to fully discuss and consider the proposed amendment;

WHEREAS, the City Council intends to adopt said proposed amendment in accordance with the procedures set forth in Section 33458 of the Law;

EXHIBIT A

Page 1 of 3

BOOK 9747 PAGE 840

NOW, THEREFORE, the City Council of the City of Pittsburg, California, does ordain as follows:

Section I. Boundary Amendment.

The City Council determines that the proposed amendment to the Plan is necessary and desirable, and the City of Pittsburg Ordinance No. 79-776, adopted July 18, 1979, which adopted the Los Medanos Community Development Plan and prescribes the boundaries of the project for said Plan, is hereby amended by deleting four (4) specific land areas from within the project area boundary. The project area boundary, as amended, shall be that set forth in Exhibit "A", which includes the deletion of the four (4) land areas according to the terms of page 7 of said exhibit.

The purpose of this amendment is to delete these four (4) land areas because they are "unincorporated" territories within the boundary area.

Section II. Effect of Amendment.

Except for the amendment set forth in Section I hereof, the Los Medanos Community Development Plan shall remain in all other respects unaltered and unaffected by this ordinance and shall continue to remain in full force and effect as adopted and approved by the City Council pursuant to Ordinance No. 79-776.

Section III. Finding of Non-Substantial Change.

The City Council hereby finds and determines that the amendment to the Plan set forth in Section I hereof is not a substantial change to said Plan and does not in any way affect the General Plan of the City of Pittsburg.

BOOK 9747 PAGE 841

Section IV. Factual Findings.

The City Council hereby finds and determines that there are no facts which require it to change or modify the findings contained in Sections 4 through 15, inclusive, of Ordinance No. 79-776, and, therefore, incorporates herein by reference each and all of said findings in said sections as though the same were set forth herein.

Section V. Certification of Negative Declaration.

The City Council hereby certifies that an initial study and Negative Declaration for said Project have been completed in compliance with the California Environmental Quality Act and applicable State Guidelines and that it has received, considered and approved the information contained therein.

The foregoing ordinance was introduced at a regular adjourned meeting of the City Council of the City of Pittsburg, California, said meeting being held on the 19th day of February, 1980, and duly passed and adopted at an regular adjourned meeting of the Council, held on the 25th day of February, 1980, by the following vote:


AYES: Councilmembers Downing, Quesada, Sino, Vice-Mayor Barraco and Mayor DeTorres

NAYS: NONE

ABSENT: NONE

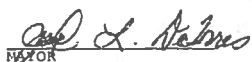
ABSTAINED: NONE

ATTEST:

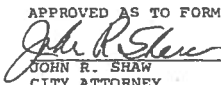

CITY CLERK

dk

Page 3 of 3


MAYOR

APPROVED AS TO FORM:


JOHN R. SHAW
CITY ATTORNEY

80-784

BOOK 9747 PAGE 842

STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA
CITY OF PITTSBURG

I, MARY EBBEZ, City Clerk in and for said City of Pittsburg,
County of Contra Costa, State of California, do hereby certify that the hereto attached
and foregoing paper is a full, true and correct copy of ORDINANCE NO. 80-754
now on file in this office of said City now in my custody.

WITNESS, my hand, and Official Seal, this 26th day of
February, 19 80.

Mary Ebbez
City Clerk in and for the City of
Pittsburg, Contra Costa County,
California

RECORDER'S MEMO:
POOR RECORD IS DUE TO
QUALITY OF ORIGINAL DOCUMENT

LEGISLATIVE DESCRIPTION
(As Amended)

Page 1 of 7 January 28, 2006

Page 1 of 7 January 28, 1980
Document No. 20-784

[illegible]

First American Title

Page 4 of 7 January 18, 1980
Document No. 80-734

RECORDER'S MEMO:
POOR RECORD IS DUE TO
QUALITY OF ORIGINAL DOCUMENT

January 20, 1986

[illegible]

January 18, 2014

Document No. 71-7411

RECORDER'S MEMO:
POOR RECORD IS DUE TO
QUALITY OF ORIGINAL DOCUMENT

accepting invitation L. J. and 4 described as follows:

[illegible][illegible][illegible][illegible]

END OF DOCUMENT

RECORDER'S MEMO:
POOR RECORD IS DUE TO
QUALITY OF ORIGINAL DOCUMENT

[illegible]

8. Exception_07b_10122_40

Recording Requested by
CITY OF PITTSBURG
and when recorded mail to
City Clerk's Office
P.O. Box 1518
Pittsburg, CA 94565
Attn: R.M. Billett

80 167164
(ORDINANCE 80-798)
AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF PITTSBURG, CALIFORNIA,
MERGING REDEVELOPMENT PROJECT AREAS
WITHIN THE CITY OF PITTSBURG
DEC-9 1980
RECORDED AT REQUEST OF
CITY OF PITTSBURG
AT 1 O'CLOCK P. M.
CONTRA COSTA COUNTY RECORDS
J. R. OLSSON
COUNTY RECORDER
FEE \$.00711

10122-40

WHEREAS, Chapter 512, 1980 Statutes, Health and Safety Code § 33478[A], authorizes the Redevelopment Agency of the City of Pittsburg to amend certain redevelopment plans in order to merge redevelopment project areas for the purpose of allocating taxes pursuant to Health and Safety Code § 33680, and

WHEREAS, the Redevelopment Agency of the City of Pittsburg recommends to the City Council that there be an amendment to certain redevelopment plans of the City in order that the existing redevelopment project areas of the City be merged pursuant to Health and Safety Code § 33478[A], and

WHEREAS, the City of Pittsburg mailed a notice, dated October 15, 1980, to the Department of Housing and Community Development, State of California, giving notice of the proposed merger, and

WHEREAS, the Department of Housing and Community Development has made no response to this notice, and

WHEREAS, the City Council and Redevelopment Agency have held a joint public hearing regarding the proposed merger of said redevelopment project areas on November 17, 1980, and

WHEREAS, notice of the public hearing was duly published in accordance with Health and Safety Code § 33452, and

WHEREAS, all public comments have been considered and those objections made have been duly rejected,

NOW, THEREFORE, the City Council of the City of Pittsburg, California, DOES ORDAIN as follows:

SECTION I. Merger of Project Areas. The City Council of the City of Pittsburg hereby amends certain redevelopment project plans in order to merge the following redevelopment project areas of the City pursuant to Health and Safety Code § 33478, Chapter 152, 1980 Statutes:

- a) Los Medanos Redevelopment Project Area;
- b) Marina View Redevelopment Project Area;
- c) Riverside Mall Project Area;
- d) Neighborhood Development Program Area I;
- e) Neighborhood Development Project Area II;

The legal descriptions for the above-stated project areas are attached and incorporated herein by reference as Attachment 1. It is the intent of the City and the Redevelopment Agency to amend the foregoing areas, including any unofficial names previously used for such areas.

SECTION II. Findings. The City Council hereby finds that:

- a) not less than four percent (4%) of the housing units within the City of Pittsburg receive subsidies to make such units affordable to low or moderate income households;
- b) the project areas set forth in Section I above and any amendments thereto were adopted by city ordinance on or before June 1, 1980;
- c) the findings and contents set forth in Health and Safety Code § 33367 are not warranted in that this ordinance merely merges existing project areas for which there exists redevelopment project plans;

d) the findings and contents set forth in Health and Safety Code § 33352 are not warranted in that this ordinance merely merges existing project areas for which there exists redevelopment project plans.

SECTION III. Certification of Negative Declaration. The City Council hereby certifies that an Initial Study and Negative Declaration for said merger of redevelopment project areas have been completed in compliance with the California Environmental Quality Act and applicable state guidelines that it has received, considered and approved the information contained therein.

SECTION IV. This ordinance shall be published once within fifteen (15) days after its passage in the Post Dispatch, a newspaper of general circulation, and shall take effect thirty (30) days after its final passage.

The foregoing ordinance was introduced at a(n) adjourned meeting of the City Council of the City of Pittsburg, California, said meeting being held on the 17th day of November, 1980, and was duly passed and adopted at a(n) regular meeting of said City Council, held on the 1st day of December, 1980, by the following vote:

AYES: Councilmembers Downing, Siano and Mayor Siano

NAYS: None

ABSENT: Councilmembers DeTorres and Rivas

ABSTAINED: None

ATTEST:

[Signature]
CITY CLERK
dk

[Signature]
MAYOR
APPROVED AS TO FORM:
[Signature]
JOHN R. SHAW
CITY ATTORNEY

Page 3 of 3

80-798

1012242

Los Medanos Community Development Project

AV. 19

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January 20, 1980

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Page 2 of 2

Attachment 1

January 20, 1980

Page 1 of 1

Page 3 of 7 JANUARY 28, 1960

Page 4 of 7 January 10, 1980

Attachment 1

80-799

Page 5 of 7

January 26, 1986

January 26, 1986

attachment 1

867-08

867-08

A parcel of land in the City of Pittsburg, Contra Costa County, described as follows:

A parcel of land in the City of Pittsburgh, Conra Costa County, described as follows:

Beginning at the southeast corner of the within described parcel, and at the northwest corner of Lot 4, Block II as shown on plat map recorded in Map Book 21 at Page 519, Records of Contra Costa County; thence North 73 degrees East along the northerly lines of Lots 3, 2 and 1 Block II to the northeast corner of said Lot 1; thence continuing North 73 degrees 15 minutes West across Railroad Avenue to the westerly line of Lots 16, 15 and 14, Block A; thence continuing North 73 degrees 15 minutes West along the westerly lines of Lots 16, 15 and 14, Block A to the northwest corner of said Lot 14; thence Westerly in a straight line across an alley to the southeast corner of Lot 13, Block A; thence Westerly 15 minutes West along the southerly line of said Lot 11 to the southwest corner thereof; thence Westerly in a straight line across Block Diamond Street to the southeast corner of Lot 5, Block 2; thence North 73 degrees 15 minutes West along the southerly line of said Lot 5 to the southwest corner thereof; thence North 16 degrees 45 minutes East along the westerly line of Lots 5, 4 and 3, Block 2 to the northeast corner of Lot 6, Block 2; thence North 73 degrees 15 minutes West along the northerly line of Lots 6, 7, 8 and 9 Block 2 to the northwest corner of said Lot 9; thence continuing North 73 degrees 15 minutes West across York Street to the westerly line of Lot 3, Block 5 to the northeast corner of said Lot 3; thence continuing North 73 degrees 15 minutes West through the middle of Lot 3, Block 5 to the west-
erly line thereof; thence continuing North 73 degrees 15 minutes West through the middle of Lot 3, Block 11 to the northeast corner of Lot 6, Block 7; thence North 16 degrees 45 minutes East along the westerly line of Lot 6, Block 7; thence North 16 degrees 45 minutes East along the westerly line of said Lot 1 to the northeast corner of said Lot 1; thence continuing North 16 degrees 45 minutes East across First Street to the southwest corner of Lot 5, Block 10; thence continuing North 16 degrees 45 minutes East along the westerly line of Lots 5, 4, 3, 2 and 1 Block 10 to the northwest corner of said Lot 1; thence continuing North 16 degrees 45 minutes East across York Street to the westerly line of Lot 5, Block 13; thence continuing North 16 degrees 45 minutes East across York Street to the westerly line of Lot 5, 4, 3, 2 and 1, Block 33 to the northwest corner of said Lot 1;
thence continuing North 16 degrees 45 minutes East across Cody Street to the northerly line thereof; thence continuing North 16 degrees 45 minutes East along the northerly line of Cody Street to the westerly line thereof; thence North 16 degrees 45 minutes East along the westerly line of York Street, and the southerly extension thereof, to the United States Government Pierhead Line in New York Harbor, hence Northwesterly and southeasterly directions along the United States Pierhead Line to the northwesterly extension thereof, to the westerly line of Lot 4,
in general southerly and southeasterly directions with the westerly extension of the westerly line of Lot 4,
in New-York Slough to its intersection with the northerly extension of the westerly line of Lot 4,
of said Lot 4; thence South 16 degrees 45 minutes West along the northerly extension of the westerly line of said Lot 4 to the point of beginning.

867-798

attachment 1

2008 10122 PAGE 48

BOUNDARY DESCRIPTION FOR RIVERSIDE MALL

BEGINNING at the intersection of the westerly limit of Railroad Avenue with the southerly limit of Eighth Street and its extension westerly; THENCE northerly along the westerly limit of Railroad Avenue and the extension thereof to the southerly limit of Seventh Street; THENCE westerly along said southerly limit and its extension to the westerly limit of Black Diamond Street; THENCE northerly along said westerly limit to the southerly limit of Fifth Street; THENCE westerly along said southerly limit to the westerly limit of York Street; THENCE northerly along said westerly limit to the northerly limit of Third Street; THENCE easterly along said northerly limit to the southeasterly corner of Lot 6, Block 3; THENCE northerly along the easterly limits of Lots 6 and 13 of Block 3 and the extension thereof to the southerly limit of the Marina View Redevelopment Project; THENCE easterly along said limit to the northeasterly corner of Lot 12 Block A; THENCE northerly along the northerly extension of the easterly limits of said Lots 12 and 13 of Block A to its intersection with the westerly extension of the northerly limit of an alley which is parallel and adjacent to the northerly limits of Lots 14 thru 16, Block A, and Lots 1 thru 4, Block N; THENCE easterly along the northerly limits of said alley to its intersection with northerly extension of the easterly limits of Lot 4, Block N; THENCE southerly along said prolongation of the easterly limits of said Lot 4, Block N, to the northeasterly corner of said Lot 4; THENCE easterly along the easterly prolongation of the northerly limits of Lots 1-4, Block N, to the northeasterly corner of Lot 4, Block N; THENCE southerly along the westerly limits of Lot 6, Block 8, to the northwesterly corner of Lot 6, Block 9; THENCE easterly along the northerly limits of Lots 6 thru 9 and the extension thereof to the easterly limits of Los Medanos Street; THENCE southerly along said easterly limit and its extension to the southerly limit of Sixth Street; THENCE westerly along said southerly limit to the easterly limit of Cumberland Street; THENCE southerly along said easterly limit and its extension to the southerly limit of East Eighth Street; THENCE westerly along a westerly prolongation of said southerly limit to the westerly limit of Cumberland Street; THENCE northerly along said westerly limit of Cumberland Street to its intersection with the westerly extension of the northerly limit of the southerly lane of East Eighth Street; THENCE westerly along the westerly extension of said northerly limit of the southerly lane of East Eighth Street to its intersection with the westerly limit of Railroad Avenue; THENCE northerly along said westerly limit of Railroad Avenue to the TRUE POINT OF BEGINNING.

Note: Lot and Block numbers refer to map titled "Official Map of the City of Pittsburgh", filed March 23, 1914, in the office of the Contra Costa County Recorder as Map 5 of Rack Maps.

attachment 1

80-798

BOOK 10122 PAGE 49

LEGAL DESCRIPTION

NEIGHBORHOOD DEVELOPMENT PROGRAM AREA I
(GNRP PROJECTS 2 and 4)

BEGINNING at the intersection of the southern limit of Fifth Street with the western limit of Black Diamond Street; THENCE southerly along said western limit and its extension to the southern limit of Seventh Street; THENCE easterly along said southern limit to the western limit of Railroad Avenue; THENCE southerly along said western limit and its extension to the southern limit of Eighth Street; THENCE westerly along said southern limit and its extension to the western limit of Montezuma Street; THENCE northerly along said western limit to the south-easterly corner of Lot 5 - Block 121; THENCE westerly along the southern line of said Lot 5 to the south-western corner of said Lot 5; THENCE northerly along the western lot lines of Lots 5, 4, 3, 2, 1 - Block 121 and its northerly extension to the northern limit of Cody Street; THENCE easterly along said limit to the northwestern limit of the Marina View Redevelopment Project; THENCE southerly along the western limit of said Project to the most southerly corner of Lot 13, Block 11; THENCE easterly along the southern limit of said project to the western limit of Lot 1 Block 2; THENCE southerly along the western limits of Lots 3-5 inclusive of Block 2 and their extension southerly to the northern limit of Third Street; THENCE westerly along said northern limit and its extension to the western limit of York Street; THENCE southerly along said western limit and its extension to the southern limit of Fifth Street; THENCE easterly along said southern limit to the POINT OF BEGINNING.

Note: Lot and Block numbers refer to map titled "Official Map of the City of Pittsburg", filed March 23, 1914, in the Office of the Contra Costa County Recorder.

attachment 1

80-798

Redevelopment Agency of the City of Pittsburg, California

LEGAL DESCRIPTION

NEIGHBORHOOD DEVELOPMENT PROGRAM AREA 2
(CRRP PROJECT 3)

BEGINNING at the intersection of the Pierhead Line and the northerly extension of the eastern limit of Lot 8, Block 18; THENCE southerly along said eastern limit and continuing southerly along the eastern limits of Lots 9 and 10, Block 17, and Lots 9 and 10, Block 16 and their extension to the southern limit of Third Street; THENCE easterly along said southern limit to the former eastern City Limit as it existed on January 1, 1968; THENCE southerly along the said Former City Limit and southerly along the southerly extension of said Former City Limit to the southern limit of Eighth Street; THENCE westerly along said southern limit to the eastern limit of Cumberland Street; THENCE northerly along said eastern limit to the southern limit of Sixth Street; THENCE easterly along said southern limit and its extension to the eastern limit of Los Medanos Street; THENCE northerly along said eastern limit to its intersection with the easterly extension of the northern boundary of Lot 9, Block 9; THENCE westerly along the northern limits of Lots 6 through 9 inclusive, Block 9, to the northwestern corner of Lot 6, Block 9; THENCE northerly along the western limit of Lot 6, Block 9 and the northerly extension thereof to the northeastern corner of Lot 4, Block 8; THENCE westerly along the northern limit of Lot 4, Block 8 to the eastern limit of Cumberland Street; THENCE northerly along said eastern limit to its intersection with the easterly extension of the southern limit of the Marina View Redevelopment Project; THENCE westerly along said extension to the southeastern corner of the Marina View Redevelopment Project; THENCE northerly along the eastern limit of the Marina View Redevelopment Project to the Pierhead Line; THENCE easterly along said Pierhead Line to the POINT OF BEGINNING.

Note: Lot and Block numbers refer to map titled "Official Map of the City of Pittsburg," filed March 23, 1914, in the office of the Contra Costa County Recorder.

attachment 1

80-798

FROM 10122 PMS 50

LEGAL DESCRIPTION

NEIGHBORHOOD DEVELOPMENT PROGRAM AREA I
(GNP PROJECTS 2 and 4)

BEGINNING at the intersection of the southern limit of Fifth Street with the western limit of Black Diamond Street; THENCE southerly along said western limit and its extension to the southern limit of Seventh Street; THENCE easterly along said southern limit to the western limit of Railroad Avenue; THENCE southerly along said western limit and its extension to the southern limit of Eighth Street; THENCE westerly along said southern limit and its extension to the western limit of Montezuma Street; THENCE northerly along said western limit to the south-easterly corner of Lot 5 - Block 121; THENCE westerly along the southern line of said Lot 5 to the south-western corner of said Lot 5; THENCE northerly along the western lot lines of Lots 5, 4, 3, 2, 1 - Block 121 and its northerly extension to the northern limit of Cody Street; THENCE easterly along said limit to the northwestern limit of the Marina View Redevelopment Project; THENCE southerly along the western limit of said Project to the most southerly corner of Lot 13, Block 11; THENCE easterly along the southern limit of said project to the western limit of Lot 3 Block 2; THENCE southerly along the western limits of Lots 3-5 inclusive of Block 2 and their extension southerly to the northern limit of Third Street; THENCE westerly along said northern limit and its extension to the western limit of York Street; THENCE southerly along said western limit and its extension to the southern limit of Fifth Street; THENCE easterly along said southern limit to the POINT OF BEGINNING.

Note: Lot and Block numbers refer to map titled "Official Map of the City of Pittsburg", filed March 23, 1914, in the Office of the Contra Costa County Recorder.

attachment 1

80-798

10122 51

Redevelopment Agency of the City of Pittsburg, California

LEGAL DESCRIPTION

NEIGHBORHOOD DEVELOPMENT PROGRAM AREA 2
(GNRP PROJECT 3)

BEGINNING at the intersection of the Pierhead Line and the northerly extension of the eastern limit of Lot 8, Block 18; THENCE southerly along said eastern limit and continuing southerly along the eastern limits of Lots 9 and 10, Block 17, and Lots 9 and 10, Block 16 and their extension to the southern limit of Third Street; THENCE easterly along said southern limit to the former eastern City Limit as it existed on January 1, 1968; THENCE southerly along the said Former City Limit and southerly along the southerly extension of said Former City Limit to the southern limit of Eighth Street; THENCE westerly along said southern limit to the eastern limit of Cumberland Street; THENCE northerly along said eastern limit to the southern limit of Sixth Street; THENCE easterly along said southern limit and its extension to the eastern limit of Los Medanos Street; THENCE northerly along said eastern limit to its intersection with the easterly extension of the northern boundary of Lot 9, Block 9; THENCE westerly along the northern limits of Lots 6 through 9 inclusive, Block 9, to the northwestern corner of Lot 6, Block 9; THENCE northerly along the western limit of Lot 6, Block 9 and the northerly extension thereof to the northeastern corner of Lot 4, Block 8; THENCE westerly along the northern limit of Lot 4, Block 8 to the eastern limit of Cumberland Street; THENCE northerly along said eastern limit to its intersection with the easterly extension of the southern limit of the Marina View Redevelopment Project; THENCE westerly along said extension to the southeastern corner of the Marina View Redevelopment Project; THENCE northerly along the eastern limit of the Marina View Redevelopment Project to the Pierhead Line; THENCE easterly along said Pierhead Line to the POINT OF BEGINNING.

Note: Lot and Block numbers refer to map titled "Official Map of the City of Pittsburg," filed March 23, 1914, in the office of the Contra Costa County Recorder.

attachment 1

END OF DOCUMENT

80-798

FILED 10/22/52

9. Exception_07c_10145_378

Recording Requested by
CITY OF PITTSBURG
and when recorded mail to
City Clerk's Office
P.O. Box 1518
Pittsburg, CA 94565
Attn: K.M. Billeci

80 176236
80 167164
DEC 26 1980
DEC 9 1980
(ORDINANCE 80-799)

AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF PITTSBURG, CALIFORNIA,
MERGING REDEVELOPMENT PROJECT AREAS
WITHIN THE CITY OF PITTSBURG

RECORDED AT REQUEST OF
CITY OF PITTSBURG
DEC-9 1980
AT 1 O'CLOCK P.M.
CONTRA COSTA COUNTY RECORDS
J. R. OLSSON
COUNTY RECORDER
FEE \$ OFF'L

This document is being re-recorded for the purpose of correcting the
vote of the City Council

WHEREAS, Chapter 512, 1980 Statutes, Health and Safety
Code § 33478[A], authorizes the Redevelopment Agency of the
City of Pittsburg to amend certain redevelopment plans in order
to merge redevelopment project areas for the purpose of allocating
taxes pursuant to Health and Safety Code § 33680, and

WHEREAS, the Redevelopment Agency of the City of Pittsburg
recommends to the City Council that there be an amendment to
certain redevelopment plans of the City in order that the existing
redevelopment project areas of the City be merged pursuant to
Health and Safety Code § 33478[A], and

WHEREAS, the City of Pittsburg mailed a notice, dated
October 15, 1980, to the Department of Housing and Community
Development, State of California, giving notice of the proposed
merger, and

WHEREAS, the Department of Housing and Community Development
has made no response to this notice, and

WHEREAS, the City Council and Redevelopment Agency have
held a joint public hearing regarding the proposed merger of said
redevelopment project areas on November 17, 1980, and

WHEREAS, notice of the public hearing was duly published in
accordance with Health and Safety Code § 33452, and

WHEREAS, all public comments have been considered and those
objections made have been duly rejected,

Recorded at request of CITY OF
at 10 min. past 11 DEC 26 1980
Contra Costa County Recorder
J. R. Olsson, Recorder FEE: \$ OFF'L

BOOK 10145 PAGE 379

DEC 10 1982 (41)

NOW, THEREFORE, the City Council of the City of Pittsburg, California, DOES ORDAIN as follows:

SECTION I. Merger of Project Areas. The City Council of the City of Pittsburg hereby amends certain redevelopment project plans in order to merge the following redevelopment project areas of the City pursuant to Health and Safety Code § 3478, Chapter 152, 1980 Statutes:

- a) Los Medanos Redevelopment Project Area;
- b) Marina View Redevelopment Project Area;
- c) Riverside Mall Project Area;
- d) Neighborhood Development Program Area I;
- e) Neighborhood Development Project Area II;

The legal descriptions for the above-stated project areas are attached and incorporated herein by reference as Attachment 1.

It is the intent of the City and the Redevelopment Agency to amend the foregoing areas, including any unofficial names previously used for such areas.

SECTION II. Findings. The City Council hereby finds that:

- a) not less than four percent (4%) of the housing units within the City of Pittsburg receive subsidies to make such units affordable to low or moderate income households;
- b) the project areas set forth in Section I above and any amendments thereto were adopted by city ordinance on or before June 1, 1980;
- c) the findings and contents set forth in Health and Safety Code § 33367 are not warranted in that this ordinance merely merges existing project areas for which there exists redevelopment project plans;

10145-380

d) the findings and contents set forth in Health and Safety Code § 33352 are not warranted in that this ordinance merely merges existing project areas for which there exists redevelopment project plans.

SECTION III. Certification of Negative Declaration. The City Council hereby certifies that an Initial Study and Negative Declaration for said merger of redevelopment project areas have been completed in compliance with the California Environmental Quality Act and applicable state guidelines that it has received, considered and approved the information contained therein.

SECTION IV. This ordinance shall be published once within fifteen (15) days after its passage in the Post Dispatch, a newspaper of general circulation, and shall take effect thirty (30) days after its final passage.

The foregoing ordinance was introduced at a (n) adjourned meeting of the City Council of the City of Pittsburg, California, said meeting being held on the 17th day of November, 1980, and was duly passed and adopted at a (n) regular meeting of said City Council, held on the 1st day of December, 1980, by the following vote:

AYES: Councilmembers Downing, Sino and Mayor Quesada

NAYS: None

ABSENT: Councilmembers DeTorres and Rivas

ABSTAINED: None

ATTEST:

CITY CLERK

dk

SEAL AFFIXED

MAYOR

APPROVED AS TO FORM:

JOHN R. SHAW
CITY ATTORNEY

Page 3 of 3

80-798

EXHIBIT "A"

Madness Community Development Project Area

LEGAL DESCRIPTION:
(As Amended)

" Being within the City of Pittsburg and the County of Contra Costa, all recorded information in the County Recorder's Office, Contra Costa County, California, described as follows:

[illegible]

January 20, 1980

Attachment 1

[illegible]

Page 3 of 7 January 28, 1928

867-798

Julius Rosenberg

Attachment I

Page 3 of 7 January 20, 1960

Page 1 of 7 January 22, 1980

10145-382

Attachment 1

[illegible]

80-798

80-798

Page 3 of 7
January 28, 1950

(BOOK 10:22 PAGE 45)

[illegible][illegible]

(BOOK 10 PAGE 45)

excepting therefrom Paragraphs 1, 2, 3, and 4 described as follows:

[illegible][illegible][illegible][illegible]

attachment 1

January 20, 1980

23

WS:

[illegible]

Attachment 1

866-08
10145
385

(BOOK 10122 PAGE 48)

BOUNDARY DESCRIPTION FOR RIVERSIDE MALL

BEGINNING at the intersection of the westerly limit of Railroad Avenue with the southerly limit of Eighth Street and its extension westerly; THENCE northerly along the westerly limit of Railroad Avenue and the extension thereof to the southerly limit of Seventh Street; THENCE westerly along said southerly limit and its extension to the westerly limit of Black Diamond Street; THENCE northerly along said westerly limit to the southerly limit of Fifth Street; THENCE westerly along said southerly limit to the westerly limit of York Street; THENCE northerly along said westerly limit to the northerly limit of Third Street; THENCE easterly along said northerly limit to the southeasterly corner of Lot 6, Block 3; THENCE northerly along the easterly limits of Lots 6 and 13 of Block 3 and the extension thereof to the southerly limit of the Marina View Redevelopment Project; THENCE easterly along said limit to the northeasterly corner of Lot 12 Block A; THENCE northerly along the northerly extension of the easterly limits of said Lots 12 and 13 of Block A to its intersection with the westerly extension of the northerly limit of an alley which is parallel and adjacent to the northerly limits of Lots 14 thru 16, Block A, and Lots 1 thru 4, Block H; THENCE easterly along the northerly limits of said alley to its intersection with northerly extension of the easterly limits of Lot 4, Block H; THENCE southerly along said prolongation of the easterly limits of said Lot 4, Block H, to the northeasterly corner of said Lot 4; THENCE easterly along the easterly prolongation of the northerly limits of Lots 1-4, Block H, to the northeasterly corner of Lot 4, Block H; THENCE southerly along the westerly limits of Lot 6, Block 8, to the northwesterly corner of Lot 6, Block 9; THENCE easterly along the northerly limits of Lots 6 thru 9 and the extension thereof to the easterly limits of Los Medanos Street; THENCE southerly along said easterly limit and its extension to the southerly limit of Sixth Street; THENCE westerly along said southerly limit to the easterly limit of Cumberland Street; THENCE southerly along said easterly limit and its extension to the southerly limit of East Eighth Street; THENCE westerly along a westerly prolongation of said southerly limit to the westerly limit of Cumberland Street; THENCE northerly along said westerly limit of Cumberland Street to its intersection with the westerly extension of the northerly limit of the southerly lane of East Eighth Street; THENCE westerly along the westerly extension of said northerly limit of the southerly lane of East Eighth Street to its intersection with the westerly limit of Railroad Avenue; THENCE northerly along said westerly limit of Railroad Avenue to the TRUE POINT OF BEGINNING.

Note: Lot and Block numbers refer to map titled "Official Map of the City of Pittsburg", filed March 23, 1914, in the office of the Contra Costa County Recorder as Map 5 of Rack Maps.

attachment 1

80-798

(BOOK 10122 PAGE 49)

LEGAL DESCRIPTION

NEIGHBORHOOD DEVELOPMENT PROGRAM AREA :
(CRP PROJECTS 2 and 4)

BEGINNING at the intersection of the southern limit of Fifth Street with the western limit of Black Diamond Street; THENCE southerly along said western limit and its extension to the southern limit of Seventh Street; THENCE easterly along said southern limit to the western limit of Railroad Avenue; THENCE southerly along said western limit and its extension to the southern limit of Eighth Street; THENCE westerly along said southern limit and its extension to the western limit of Montezuma Street; THENCE northerly along said western limit to the south-easterly corner of Lot 5 - Block 121; THENCE westerly along the southern line of said Lot 5 to the south-western corner of said Lot 5; THENCE northerly along the western lot lines of Lots 5, 4, 3, 2, 1 - Block 121 and its northerly extension to the northern limit of Cody Street; THENCE easterly along said limit to the northwestern limit of the Marina View Redevelopment Project; THENCE southerly along the western limit of said Project to the most southerly corner of Lot 13, Block 11; THENCE easterly along the southern limit of said project to the western limit of Lot 3 Block 2; THENCE southerly along the western limits of Lots 3-5 inclusive of Block 2 and their extension southerly to the northern limit of Third Street; THENCE westerly along said northern limit and its extension to the western limit of York Street; THENCE southerly along said western limit and its extension to the southern limit of Fifth Street; THENCE easterly along said southern limit to the POINT OF BEGINNING.

Note: Lot and Block numbers refer to map titled "Official Map of the City of Pittsburg", filed March 23, 1914, in the Office of the Contra Costa County Recorder.

BOOK 10145 PAGE 387

attachment 1

80-798

BOOK 10145 PAGE 388

Redevelopment Agency of the City of Pittsburg, California

LEGAL DESCRIPTION

NEIGHBORHOOD DEVELOPMENT PROGRAM AREA 2
(CNRP PROJECT 3)

(BOOK 10122 PAGE 50)

BEGINNING at the intersection of the Pierhead Line and the northerly extension of the eastern limit of Lot 8, Block 18; THENCE southerly along said eastern limit and continuing southerly along the eastern limits of Lots 9 and 10, Block 17, and Lots 9 and 10, Block 16 and their extension to the southern limit of Third Street; THENCE easterly along said southern limit to the former eastern City Limit as it existed on January 1, 1968; THENCE southerly along the said Former City Limit and southerly along the southerly extension of said Former City Limit to the southern limit of Eighth Street; THENCE westerly along said southern limit to the eastern limit of Cumberland Street; THENCE northerly along said eastern limit to the southern limit of Sixth Street; THENCE easterly along said southern limit and its extension to the eastern limit of Los Medanos Street; THENCE northerly along said eastern limit to its intersection with the easterly extension of the northern boundary of Lot 9, Block 9; THENCE westerly along the northern limits of Lots 6 through 9 inclusive, Block 9, to the northwestern corner of Lot 6, Block 9; THENCE northerly along the western limit of Lot 6, Block 9 and the northerly extension thereof to the northeastern corner of Lot 4, Block 8; THENCE westerly along the northern limit of Lot 4, Block 8 to the eastern limit of Cumberland Street; THENCE northerly along said eastern limit to its intersection with the easterly extension of the southern limit of the Marina View Redevelopment Project; THENCE westerly along said extension to the southeastern corner of the Marina View Redevelopment Project; THENCE northerly along the eastern limit of the Marina View Redevelopment Project to the Pierhead Line; THENCE easterly along said Pierhead Line to the POINT OF BEGINNING.

Note: Lot and Block numbers refer to map titled "Official Map of the City of Pittsburg," filed March 23, 1914, in the office of the Contra Costa County Recorder.

attachment 1

60-798

LEGAL DESCRIPTION

BOOK 10145 PAGE 389

NEIGHBORHOOD DEVELOPMENT PROGRAM AREA I
(GNRP PROJECTS 2 and 4)

BOOK 10122 PAGE 51

BEGINNING at the intersection of the southern limit of Fifth Street with the western limit of Black Diamond Street; THENCE southerly along said western limit and its extension to the southern limit of Seventh Street; THENCE easterly along said southern limit to the western limit of Railroad Avenue; THENCE southerly along said western limit and its extension to the southern limit of Eighth Street; THENCE westerly along said southern limit and its extension to the western limit of Montezuma Street; THENCE northerly along said western limit to the south-easterly corner of Lot 5 - Block 121; THENCE westerly along the southern line of said Lot 5 to the south-western corner of said Lot 5; THENCE northerly along the western lot lines of Lots 5, 4, 3, 2, 1 - Block 121 and its northerly extension to the northern limit of Cody Street; THENCE easterly along said limit to the northwestern limit of the Marina View Redevelopment Project; THENCE southerly along the western limit of said Project to the most southerly corner of Lot 13, Block 11; THENCE easterly along the southern limit of said project to the western limit of Lot 3 Block 2; THENCE southerly along the western limits of Lots 3-5 inclusive of Block 2 and their extension southerly to the northern limit of Third Street; THENCE westerly along said northern limit and its extension to the western limit of York Street; THENCE southerly along said western limit and its extension to the southern limit of Fifth Street; THENCE easterly along said southern limit to the POINT OF BEGINNING.

Note: Lot and Block numbers refer to map titled "Official Map of the City of Pittsburg", filed March 23, 1914, in the Office of the Contra Costa County Recorder.

attachment 1

80-798

BOOK 10145 PAGE 390

Redevelopment Agency of the City of Pittsburg, California

LEGAL DESCRIPTION

NEIGHBORHOOD DEVELOPMENT PROGRAM AREA 2
(GNRP PROJECT 3)

BEGINNING at the intersection of the Pierhead Line and the northerly extension of the eastern limit of Lot 8, Block 18; THENCE southerly along said eastern limit and continuing southerly along the eastern limits of Lots 9 and 10, Block 17, and Lots 9 and 10, Block 16 and their extension to the southern limit of Third Street; THENCE easterly along said southern limit to the former eastern City Limit as it existed on January 1, 1968; THENCE southerly along the said Former City Limit and southerly along the southerly extension of said Former City Limit to the southern limit of Eighth Street; THENCE westerly along said southern limit to the eastern limit of Cumberland Street; THENCE northerly along said eastern limit to the southern limit of Sixth Street; THENCE easterly along said southern limit and its extension to the eastern limit of Los Madanos Street; THENCE northerly along said eastern limit to its intersection with the easterly extension of the northern boundary of Lot 9, Block 9; THENCE westerly along the northern limits of Lots 6 through 9 inclusive, Block 9, to the northwestern corner of Lot 6, Block 9; THENCE northerly along the western limit of Lot 6, Block 9 and the northerly extension thereof to the northeastern corner of Lot 4, Block 8; THENCE westerly along the northern limit of Lot 4, Block 8 to the eastern limit of Cumberland Street; THENCE northerly along said eastern limit to its intersection with the easterly extension of the southern limit of the Marina View Redevelopment Project; THENCE westerly along said extension to the southeastern corner of the Marina View Redevelopment Project; THENCE northerly along the eastern limit of the Marina View Redevelopment Project to the Pierhead Line; THENCE easterly along said Pierhead Line to the POINT OF BEGINNING.

Note: Lot and Block numbers refer to map titled "Official Map of the City of Pittsburg," filed March 23, 1914, in the office of the Contra Costa County Recorder.

attachment 1

END OF DOCUMENT

80-798

10. Exception_07d_83187135

P.O. Box 1518
Pittsburg, CA
94565

83 187135

DEC 21 1983

DECLARATION OF THE EXECUTIVE DIRECTOR
OF THE REDEVELOPMENT AGENCY OF THE
CITY OF PITTSBURG, CALIFORNIA, REGARDING
INSTITUTION OF REDEVELOPMENT PROCEEDINGS

I, S. ANTHONY DONATO, Executive Director for the Redevelopment
Agency of the City of Pittsburg, California, hereby declare as
follows:

1. Proceedings for the redevelopment of the project area
defined in the Los Medanos Community Development Plan-
Amendment II, as adopted by City Council Ordinance 83-844
have been instituted, pursuant to the California State
Redevelopment law;
2. A legal description for this project is attached as
Exhibit "A", and incorporated herein by reference.

I declare under penalty of perjury that the foregoing is true
and correct. Executed at Pittsburg, California.

Dated: 12/20/83

REDEVELOPMENT AGENCY of the
CITY OF PITTSBURG, CALIFORNIA,
S. Anthony Donato
S. ANTHONY DONATO
EXECUTIVE DIRECTOR

RECORDED AT REQUEST OF
City of Pittsburg
DEC 21 1983
AT 3 O'CLOCK P.M.
CONTRA COSTA COUNTY RECORDS
J. R. OLSSON
COUNTY RECORDER
FEE \$ *Off 4.*

FROM 1581 REC 518

LEGAL DESCRIPTION
LOS MEDANOS COMMUNITY DEVELOPMENT PLAN-
AMENDMENT II

PARCEL A

Portion of Rancho Los Medanos, County of Contra Costa, California, more particularly described as follows:

Beginning at a point on the northerly line of North Parkside Drive, said point being the point of northerly prolongation of the westerly line of Lands of Stanley Works, a Corporation, recorded in Book 4428, Page 796, Official Records of said County, said point being located on the existing city limits line of the City of Pittsburg; thence southerly along said existing city limits line and continuing in a clockwise direction by various courses and distances along said city limits line to a point on the northerly line of North Parkside Drive, said point being the northerly prolongation of the easterly line of Tract 4763, recorded in Book 217 of Maps, Page 32; thence easterly along said northerly line of North Parkside Drive, 3,750 feet, more or less, to the Point of Beginning.

Containing an area of 157.31 acres, more or less.

PARCEL B

Beginning at the southwest corner of Subdivision 3254 recorded November 27, 1964 in Book 101 of Maps, at Page 38, being a point on the East-West mid-section line of Section 23, Township 2 North, Range 1 East, Mount Diablo Base and Meridian and being a point on the existing city boundary of the City of Pittsburg; thence along the city boundary of the City of Pittsburg as follows, North 26° 37' 00" East, 258.00 feet, North 05° 11' 00" West, 476.00 feet, North 18° 42' 00" East, 378.30 feet, North 83° 06' 00" West, 856.10 feet, North 49° 59' 00" East, 570.00 feet, South 63° 04' 51" West, 309.82 feet, South 68° 37' 46" West, 160.50 feet, South 60° 26' 23" West, 108.38 feet, to a tangent curve concave Southeastwardly having a radius of 200.00 feet; thence along the arc of said curve 220.00 feet, through a central angle of 65° 01' 31" thence South 02° 35' 09" East, 187.30 feet, North 79° 06' 02" West, 232.23 feet, South 08° 52' 00" East, 373.91 feet, South 63° 22' 30" West, to an angle point in the existing city boundary of the City of Pittsburg, being a point on the centerline of the original right-of-way of Kirker Pass Road; thence southerly along the city boundary of the City of Pittsburg, being the centerline of the original right-of-way of Kirker Pass Road to the aforesaid East-West Mid-Section line of said Section 23; thence leaving the centerline of the original right-of-way of Kirker Pass Road easterly along said mid-section line to the point of beginning.

Containing 47.30 acres, more or less.

PAGE 1 OF 2

EXHIBIT "A"

PARCEL C

RECORDER'S MEMO:
POOR RECORD IS DUE TO
QUALITY OF ORIGINAL DOCUMENT

BEGINNING at the intersection of the eastern boundary of the City of Pittsburg with the northern right of way line of State Route 4, said point being also at an angle point in the western boundary of the City of Antioch and the boundary of Contra Costa County Sanitation District No. 7-A, Zone 3; thence from said point of beginning, leaving said boundary line of the City of Pittsburg and following along the common boundaries of said City of Antioch and C.C.C. San. Dist. No. 7-A, Zone 3, Easterly, 5900.00 feet, more or less, to a point of intersection with the center line of Somerville Road; thence leaving the last mentioned City and Sanitary boundary lines, and following along the center line of Somerville Road; Northeasterly, 1240.00 feet, more or less, to a point of intersection with the northeasterly right of way line of the Southern Pacific Railroad Company; thence leaving the center line of Somerville Road and following along the last said right of way line, Northwesterly, 6400.00 feet, more or less; thence Southerly at right angles, crossing said Railroad right of way, 100.00 feet, to a point on the westerly right of way line of a County road known as California Avenue; thence leaving the southwesterly right of way line of the aforementioned S.P.R.R., and following along the westerly and northerly right of way line of California Avenue, Southerly, 88.00 feet, more or less, and Westerly, 2460.00 feet, more or less, to the southeasterly right of way line of Loveridge Road; thence following along said last mentioned right of way, Westerly, Northerly and Northeasterly, 270.66 feet; thence crossing Loveridge Road, North 25° 23' 40" West, 92.00 feet, to the northwesterly line thereof; thence following along the northwesterly right of way of Loveridge Road and the northerly line of the aforementioned California Avenue, Southwesterly and Westerly, 1256.73 feet, to a point on the existing boundary line of the City of Pittsburg, said point also being on the boundary line of Contra Costa County Sanitation District No. 7-A, Zone 3; thence following along said Sanitary boundary line, Southerly, 220.00 feet, more or less, Easterly, 3750.00 feet, and Southerly, 1100.00 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM as to the City of Pittsburg: That triangular portion at the westerly end of this description presently within the boundary of the City of Pittsburg.

Containing 195.20 acres, more or less.

Original boundary of the Redevelopment Area recorded July 24, 1979, Book 9454, Official Records, Page 674; an amendment thereto recorded February 27, 1980, Book 9747, Official Records, Page 838; and an amendment thereto recorded December 9, 1980, Book 10122, Official Records, Page 40; and Rerecorded December 26, 1980, Book 10145, Official Records, Page 378.

PAGE 2 OF 2

END OF DOCUMENT

EXHIBIT "A"

11. Exception_07e_93153736

93 153736

JUN 11 1993

FREE RECORDING PER SECTION 6103, GOVERNMENT CODE

RECORDING REQUESTED BY
CITY OF PITTSBURG

WHEN RECORDED, MAIL TO:

City Clerk
City of Pittsburg
P.O. Box 1518
Pittsburg, California 94365

RECORDED AT REQUEST OF

JUN 11 1993
AT 5 O'CLOCK P.M.
CONTRA COSTA COUNTY RECORDS
STEPHEN L. WEIR
COUNTY RECORDER

FEES

DESCRIPTION OF LAND WITHIN AMENDED MERGED PROJECT AREA
LOS MEDANOS COMMUNITY DEVELOPMENT PROJECT

and

STATEMENT THAT DEVELOPMENT PLAN HAS BEEN NEWLY AMENDED AND
REDEVELOPMENT PROCEEDINGS HAVE BEEN INSTITUTED AND ARE CONTINUING

(Pursuant to Health and Safety Code, Section 33373)

Proceedings for the redevelopment of the Los Medanos Community Development Project which were instituted under the California Community Redevelopment Law pursuant to a Community Development Plan first approved and adopted by Ordinance No. 80-778 of the City Council of the City of Pittsburg, California on December 1, 1980 and are continuing pursuant to the Community Development Plan as amended by Ordinance No. 83-844, adopted on November 28, 1983 and Ordinance No. 93-1053 adopted June 7, 1993.

The description of the land within the Los Medanos Amended Merged Project Area is attached hereto and consists of ten pages.

CITY OF PITTSBURG

City Clerk

Date: June 8, 1993

STATE OF CALIFORNIA

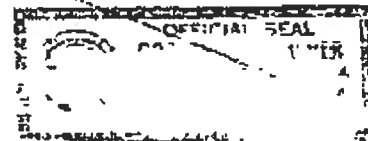
COUNTY OF CONTRA COSTA

On June 8, 1993 before me, [Signature], a Notary Public in and for said State, personally appeared [Signature], known to me to be the City Clerk of the City of Pittsburg, a municipal corporation, and the person whose name is subscribed to the within instrument, and acknowledged to me that she subscribed the same on behalf of such municipal corporation.

WITNESS my hand and official seal.

Signature

(Seal)



5420 jml:3
06/0793/mjh

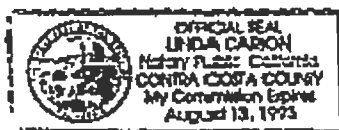
State of California) ss.
County of Contra Costa)

on June 8, 1993, before me Linda Carion, a Notary Public,
personally appeared Lillian J. Pride

☒ personally known to me -OK- ☐ 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

WITNESS my hand and official seal



Linda Carion
Signature of Notary

311 186424

2461

LEGAL DESCRIPTION OF AMENDED MERGED PROJECT AREA
(Parcels One, Two and Three)

33418642N 3

4620 p42
00029376

PARCEL ONE

ALL THAT REAL PROPERTY IN THE CITY OF PITTSBURG, COUNTY OF CONTRA COSTA STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 14, T2N, R1W; THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF SECTION 14, T2N, R1W, 780 FEET, MORE OR LESS, TO A POINT, SAID POINT BEING 570 FEET EASTERLY OF THE NORTHWEST CORNER OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, T2N, R1W, SAID POINT ALSO BEING THE NORTHEAST CORNER OF PARCEL 7 AS SAID PARCEL IS DESCRIBED IN THE DEED FROM CATHAI LAND COMPANY TO ALBERT D. SEENO CONSTRUCTION COMPANY, RECORDED MAY 20, 1974 IN BOOK 7320 OF OFFICIAL RECORDS AT PAGE 402, THENCE SOUTHWESTERLY, 1,800 FEET, MORE OR LESS, ALONG THE EAST-BOUNDARY OF SAID PARCEL 7 (7320 OR 402) AND ALONG THE CENTERLINE OF A GULCH, TO THE MOST SOUTHERLY CORNER OF SAID PARCEL 7 (7320 OR 402), BEING A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, T2N, R1W, AND DISTANT 1,502 FEET, MORE OR LESS, FROM THE NORTHEAST CORNER OF SAID WEST 1/2 OF THE WEST 1/4 OF SECTION 23, T2N, R1W; THENCE FROM SAID POINT, PARALLEL TO THE NORTH LINE OF SAID SECTION 23, T2N, R1W, WESTERLY 1,630 FEET; THENCE PARALLEL TO THE EAST LINE OF SECTION 22, T2N, R1W, SOUTHERLY, 400 FEET; THENCE AT RIGHT ANGLE WESTERLY 640 FEET, THENCE AT RIGHT ANGLE SOUTHERLY 530 FEET; THENCE AT RIGHT ANGLE WESTERLY 370 FEET, MORE OR LESS, TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 22, T2N, R1W; THENCE NORTHERLY, ALONG SAID WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 22, T2N, R1W, 2,502 FEET, MORE OR LESS, TO THE SOUTHERLY LINE OF SAID SECTION 15, T2N, R1W, MDB&M; THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF SAID SECTION 15 AND THE SOUTHERLY LINE OF SECTION 16, T2N, R1W, MDB&M, 6,520 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 16, T2N, R1W, MDB&M, THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTION 16, T2N, R1W, MDB&M, 4,057 FEET, MORE OR LESS, TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID STATE FREEWAY, THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF THE STATE FREEWAY, 8,180 FEET, MORE OR LESS, TO THE WESTERN LINE OF SAID SECTION 14, T2N, R1W, MDB&M, THENCE EASTERLY ALONG SAID SOUTHERN BOUNDARY OF THE STATE FREEWAY, 1,055 FEET, MORE OR LESS, TO THE WESTERLY LINE OF THE EAST 1/2 OF SECTION 14, T2N, R1W, THENCE SOUTHERLY ALONG SAID WESTERLY LINE OF THE EAST 1/2 OF SECTION 14, T2N, R1W, 2,420 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL TWO

ALL THAT REAL PROPERTY IN THE CITY OF PITTSBURG, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS.

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN; THENCE NORTHERLY ALONG THE WESTERN LINE OF SAID SECTION 24, 2640 FEET, MORE OR LESS, TO THE SOUTHEASTERN CORNER OF SECTION 14, T2N, R1W; THENCE WESTERLY ALONG THE SOUTHERN LINE OF SAID SECTION 14, T2N, R1W, 886.15 FEET, MORE OR LESS TO THE SOUTHWESTERN CORNER OF PARCEL "B" AS SHOWN ON THE PARCEL MAP FILED JULY 13, 1971, IN BOOK 17 OF PARCEL MAPS AT PAGE 35, CONTRA COSTA COUNTY RECORDS; THENCE NORTH 0°45' WEST, 782.42 FEET AND NORTH 89°33'47" EAST, 454.78 FEET ALONG THE WESTERN AND NORTHERN LINES OF SAID PARCEL "B" (17PM35) TO THE NORTHEASTERN CORNER THEREOF, BEING THE SOUTHEASTERN CORNER OF PARCEL "A" OF SAID MAP (17PM35); THENCE NORTH 0°00'56" WEST ALONG THE EASTERN LINE OF SAID PARCEL A (17PM35) AND THE NORTHERLY EXTENSION THEREOF, 454 FEET, MORE OR LESS, TO THE NORTHERN BOUNDARY LINE OF WEST LELAND ROAD; THENCE EASTERLY ALONG SAID NORTHERN BOUNDARY OF WEST LELAND ROAD, 4,130 FEET, MORE OR LESS, TO THE SOUTHEASTERN CORNER OF SUBDIVISION 4732, FILED AUGUST 30, 1978, IN BOOK 217 OF MAPS AT PAGE 1, THENCE NORTH 17°34'24" EAST, 250.65 FEET TO THE NORTHEASTERN CORNER OF SAID SUBDIVISION 4732, BEING A POINT ON THE SOUTHERN BOUNDARY OF THE CONTRA COSTA CANAL; THENCE WESTERLY ALONG SAID SOUTHERN BOUNDARY OF THE CONTRA COSTA CANAL, 4,300 FEET, MORE OR LESS, TO THE EAST LINE OF SECTION 14, T2N, R1W; THENCE NORTHERLY ALONG SAID EAST LINE OF SECTION 14, T2N, R1W, 790 FEET, MORE OR LESS, TO THE SOUTH LINE OF THE STATE FREEWAY; THENCE EASTERLY, ALONG SAID SOUTH LINE OF THE STATE FREEWAY, 1,500 FEET, TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF SUBDIVISION 4137 AS SAID SUBDIVISION IS SHOWN ON THE MAP FILED FEBRUARY 25, 1972 IN BOOK 144 OF MAPS AT PAGE 14; THENCE NORTH 0°09'30" EAST, ALONG SAID EXTENSION OF THE WEST LINE OF SUBDIVISION 4137, 200 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID STATE FREEWAY; THENCE EASTERLY ALONG SAID NORTHERN BOUNDARY OF THE STATE FREEWAY, 5,300 FEET, MORE OR LESS, TO THE SOUTHEASTERN CORNER OF THE 8.47 ACRE PARCEL OF LAND DESCRIBED IN THE DEED FROM V. P. BAKER TO PACIFIC GAS AND ELECTRIC COMPANY, RECORDED JANUARY 31, 1962 IN BOOK 4047 OF OFFICIAL RECORDS AT PAGE 278, THENCE NORTH 0°19'30" EAST, 87.5 FEET ALONG THE EASTERN BOUNDARY OF SAID 8.47 ACRE P G & E PARCEL, TO THE NORTHEASTERN CORNER THEREOF, THENCE NORTH 89°30' WEST, 108.37 FEET ALONG THE NORTHERN LINE OF SAID 8.47 ACRE P G & E PARCEL TO THE SOUTHWESTERN CORNER OF THE 1.93 ACRE PARCEL DESCRIBED IN THE DEED TO P G & E RECORDED JULY 18, 1969, IN BOOK 5923 OF OFFICIAL RECORDS AT PAGE 167; THENCE NORTH 11°27'30" EAST, 987.18 FEET TO THE SOUTHERN LINE OF POLARIS DRIVE; THENCE WESTERLY ALONG SAID SOUTHERN LINE OF POLARIS DRIVE, ALONG THE ARC OF A CURVE HAVING A RADIUS OF 950 FEET, AN ARC DISTANCE OF 162.05 FEET AND NORTH 89°34'13" WEST, 1,421.50 FEET TO THE SOUTHERN EXTENSION OF THE EASTERN LINE OF SUBDIVISION 4765, AS SAID SUBDIVISION IS SHOWN ON THE MAP FILED JULY 7, 1978, IN BOOK 213 OF MAPS AT PAGE 32; THENCE NORTH 0°25'47" EAST, ALONG SAID SOUTHERN EXTENSION OF THE EASTERN LINE OF SUBDIVISION 4765 (213 M 32).

ALONG THE EASTERN LINE OF SAID SUBDIVISION 4765 (213 M 32) AND ALONG THE NORTHERN EXTENSION OF SAID EASTERN LINE OF SUBDIVISION 4765 (213 M 32), 1,320 FEET, MORE OR LESS, TO THE EASTERN EXTENSION OF THE SOUTHERN LINE OF SECTION 12, T2N, R1W; THENCE WESTERLY ALONG SAID EASTERN EXTENSION AND ALONG THE SOUTHERN LINE OF SAID SECTION 12, T2N, R1W, 5,300 FEET, MORE OR LESS, TO THE SOUTHWESTERN CORNER OF SAID SECTION 12, T2N, R1W. THENCE NORTH 1°11' EAST, 2,168.68 FEET TO THE SOUTHEASTERN LINE OF THE .695 ACRE PARCEL OF LAND DESCRIBED IN THE DEED FROM C. A. HOOPER & COMPANY TO SOUTHERN PACIFIC RAILROAD COMPANY, RECORDED AUGUST 7, 1930 IN BOOK 252 OF OFFICIAL RECORDS AT PAGE 40; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERN BOUNDARY OF SAID .695 ACRE SOUTHERN PACIFIC RAILROAD PARCEL 1250 OR 401 520 FEET, MORE OR LESS, TO THE MOST EASTERN CORNER THEREOF, BEING A POINT ON THE SOUTHERN BOUNDARY OF THE RIGHT OF WAY, 100 FEET IN WIDTH, OF THE SOUTHERN PACIFIC RAILROAD COMPANY; THENCE SOUTHEASTERLY ALONG SAID SOUTHERN LINE OF THE SOUTHERN PACIFIC RAILROAD COMPANY, SOUTH 71°18'16" EAST, 1859.17 FEET, MORE OR LESS, TO THE EASTERLY BOUNDARY PARCEL "A" AS SHOWN ON THE MAP OF SUBDIVISION 7204 FILED MAY 21, 1990 IN BOOK 347 OF MAPS AT PAGE 27; THENCE SOUTHERLY, ALONG SAID EASTERLINE OF PARCEL "A" SUBDIVISION 7204 (347 M 27), SOUTH 0°04' WEST, 791.15 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF WILLOW PASS ROAD. THENCE EASTERLY ALONG SAID NORTHERLY LINE OF WILLOW PASS ROAD THE FOLLOWING COURSES AND DISTANCES: SOUTH 89°06'35" EAST, 330.00 FEET, SOUTH 0°04' WEST, 12.00 FEET, SOUTH 89°06'35" EAST, 700.38 FEET, NORTH 88°39'21" EAST, 11.91 FEET, NORTH 81°24'18" EAST, 460.65 FEET, NORTH 6°56'35" EAST, 50.00 FEET, NORTH 87°24'18" EAST, 78.30 FEET, SOUTH 0°04' WEST, 49.92 FEET, NORTH 87°24'18" EAST, 288.35 FEET, 72°04'07" EAST, 136.31 FEET AND ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 190.00 FEET AN ARC DISTANCE OF 175.04 FEET TO THE SOUTHERLY LINE OF SAID SOUTHERN PACIFIC RAILROAD COMPANY; THENCE CONTINUING ALONG SAID WILLOW PASS ROAD NORTHERLY, NORTHEASTERLY AND EASTERLY 6,350 FEET, MORE OR LESS, TO THE SOUTHERN CORNER OF THE 1.8-ACRE PARCEL OF LAND DESCRIBED AS PARCEL TWO IN THE DEED FROM C. A. HOOPER & COMPANY TO THE PACIFIC GAS AND ELECTRIC COMPANY, RECORDED IN BOOK 1872 OF OFFICIAL RECORDS AT PAGE 189; THENCE NORTHERLY ALONG THE EASTERN BOUNDARY OF SAID P G & E 1.81 ACRE PARCEL 783.80 FEET TO THE NORTHEASTERN CORNER THEREOF, BEING A POINT ON THE SOUTHERN BOUNDARY OF THE RIGHT OF WAY OF THE SACRAMENTO NORTHERN RAILWAY COMPANY; THENCE EASTERLY ALONG SAID SOUTHERN BOUNDARY OF THE SACRAMENTO NORTHERN RAILWAY COMPANY, 1,400 FEET, MORE OR LESS, TO A POINT WHICH BEARS NORTH 83°42'30" WEST, 50.85 FEET FROM THE NORTHWESTERN CORNER OF THE "HOPE SUBDIVISION" AS SHOWN ON THE MAP FILED APRIL 13, 1948 IN BOOK 34 OF MAPS AT PAGE 43; THENCE NORTH 18°45' EAST, 101.69 FEET TO THE NORTHERN LINE OF SAID SACRAMENTO NORTHERN RAILWAY, THENCE SOUTH 83°42'30" EAST, 50.85 FEET, ALONG SAID NORTHERN LINE OF THE SACRAMENTO NORTHERN RAILWAY, TO THE SOUTHWESTERN CORNER OF PARCEL "B" AS SHOWN ON THE MAP FILED NOVEMBER 7, 1975, IN BOOK 41 OF PARCEL MAPS AT PAGE 8; THENCE NORTHERLY ALONG THE WESTERN BOUNDARY OF SAID PARCEL "B" ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1208.57 FEET, AN ARC DISTANCE OF 485.13 FEET AND NORTH 5°04'39" WEST 876.41 FEET TO THE NORTHWESTERN CORNER OF SAID PARCEL "B" (41 PM 8); THENCE SOUTH 73°17'13" EAST, 492.91 FEET;

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NORTH 16°45' EAST, 1,712.80 FEET; THENCE SOUTH 73°15' EAST, 26.95
 FEET, THENCE NORTH 16°45' EAST, 600 FEET; THENCE NORTH 82°57'24"
 WEST, 315.48 FEET, THENCE NORTH 88°53'42" WEST, 284.74 FEET;
 THENCE NORTH 1°06'18" EAST, 25 FEET; THENCE NORTH 88°51'09" WEST,
 219.58 FEET, THENCE NORTH 17°48'04" WEST, 16.97 FEET; THENCE
 SOUTH 88°52'32" EAST, 751.90 FEET; THENCE SOUTH 72°22'01" EAST,
 663.78 FEET TO THE WESTERN LINE OF MONTEZUMA STREET EXTENDED
 NORTH; THENCE NORTH 16°45' EAST, 500 FEET, MORE OR LESS, TO THE
 NORTHERLY BOUNDARY LINE OF THE RANCHO LOS MEDANOS; THENCE NORTH
 88°55' EAST, 52.50 FEET, THENCE NORTH 83°31' EAST, 160.16 FEET;
 THENCE NORTH 79°57' EAST, 540.1 FEET; THENCE SOUTH 19°47' WEST,
 128.8 FEET, THENCE SOUTH 0°23' WEST, 580 FEET, MORE OR LESS, TO AN
 ANGLE POINT IN THE UNITED STATES GOVERNMENT PIERHEAD LINE IN NEW
 YORK SLOUGH, ESTABLISHED JANUARY 23, 1920; THENCE SOUTHEASTERLY
 ALONG SAID U. S. ENGINEER'S PIERHEAD LINE, 400 FEET, MORE OR
 LESS TO THE INTERSECTION OF SAID PIERHEAD LINE WITH THE WESTERLY
 LINE OF YORK STREET EXTENDED; THENCE CONTINUING ALONG SAID PIER-
 HEAD LINE, WESTERLY 1,900 FEET, MORE OR LESS, TO THE INTERSECTION
 OF SAID PIERHEAD LINE WITH THE WESTERLY LINE OF EAST STREET
 EXTENDED, THENCE CONTINUING WESTERLY ALONG SAID PIERHEAD LINE
 1,500 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY EXTENSION OF
 THE EASTERLY LINE OF THE 1.47 ACRE PARCEL OF LAND DESCRIBED AS
 PARCEL 5 IN THE DEED FROM HOWARD F. LAURITZEN, ET UX, TO THE
 UNITED STATES STEEL CORPORATION, RECORDED DECEMBER 20, 1954 IN
 BOOK 244, OF OFFICIAL RECORDS AT PAGE 215; THENCE NORTH 16°45'
 EAST, 400 FEET, MORE OR LESS, TO THE CENTER OF NEW YORK SLOUGH;
 THENCE EASTERLY ALONG SAID CENTER OF NEW YORK SLOUGH, 5,100 FEET,
 MORE OR LESS, TO ITS INTERSECTION WITH THE CENTERLINE OF MIDDLE
 SLOUGH; THENCE SOUTHEASTERLY ALONG SAID CENTERLINE OF NEW YORK
 SLOUGH, 3,800 FEET, MORE OR LESS, TO THE NORTHERLY PROLONGATION
 OF THE WESTERLY LINE OF THE CONTRA COSTA CANAL SPILLWAY RIGHT OF
 WAY, THENCE SOUTHERLY ALONG SAID PROLONGATION, 1,250 FEET, MORE OR
 LESS, TO THE INTERSECTION THEREOF WITH THE NORTH BOUNDARY OF THE
 RANCHO LOS MEDANOS, SAID POINT BEING ON THE SAID WESTERLY LINE
 OF SAID CONTRA COSTA CANAL SPILLWAY NORTH 0°19' E, 1863.7 FEET
 FROM THE INTERSECTION OF SAID WESTERLY LINE WITH THE NORTH RIGHT
 OF WAY LINE OF THE ATCHISON TOPEKA AND SANTA FE RAILWAY COMPA-
 NY, THENCE SOUTH 44°45'30" WEST, 35 FEET, MORE OR LESS, TO THE
 MOST EASTERLY CORNER OF THE PARCEL OF LAND DESCRIBED IN THE DEED
 TO DOW CHEMICAL COMPANY, FILED JULY 15, 1977 IN BOOK 8419 OF
 OFFICIAL RECORDS OF CONTRA COSTA COUNTY AT PAGE 818; THENCE
 SOUTH 39°51'58" WEST, 1,836.41 FEET; THENCE SOUTH 0° EAST,
 407.92 FEET TO THE NORTHERLY RIGHT OF WAY OF THE ATCHISON
 TOPEKA AND SANTA FE RAILWAY COMPANY; THENCE SOUTHERLY 100
 FEET, MORE OR LESS, TO THE INTERSECTION OF THE WEST LINE OF
 SECTION 14, T2N, R1E, MDB&M WITH THE SOUTHERLY RIGHT OF WAY LINE
 OF SAID ATCHISON TOPEKA AND SANTA FE RAILWAY COMPANY, THENCE
 ALONG SAID WEST LINE OF SECTION 14, T2N, R1E, MDB&M, SOUTH
 0°59'14" WEST, 2126.64 FEET, MORE OR LESS, TO THE WESTERLY LINE
 OF SAID CONTRA COSTA CANAL SPILLWAY, THENCE SOUTHWESTERLY ALONG
 SAID CONTRA COSTA CANAL SPILLWAY, 1,530 FEET, MORE OR LESS, TO A
 POINT AT THE INTERSECTION OF SAID WESTERLY LINE OF THE
 CONTRA COSTA CANAL SPILLWAY WITH THE NORTHERLY LINE OF THE RIGHT
 OF WAY OF THE SOUTHERN PACIFIC RAILWAY COMPANY, THENCE EASTERLY
 ALONG SAID SOUTHERN PACIFIC RAILWAY COMPANY RIGHT OF WAY, 3,520

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FEET, MORE OR LESS, TO THE CENTERLINE OF SOMERSVILLE ROAD; THENCE SOUTHWESTERLY, ALONG SAID CENTERLINE OF SOMERSVILLE ROAD, 1,240 FEET, MORE OR LESS, TO THE NORTHERLY BOUNDARY OF SAID STATE FREEWAY, THENCE WESTERLY, ALONG SAID NORTHERLY BOUNDARY OF THE STATE FREEWAY, 5,300 FEET, MORE OR LESS, TO THE WESTERLY LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO CHEVRON USA RECORDED FEBRUARY 4, 1977 IN BOOK 8191 OF OFFICIAL RECORDS AT PAGE 577, SAID PARCEL COMMONLY KNOWN AS "STANDARD OIL AVENUE"; THENCE SOUTH 16°57'30" WEST, CROSSING SAID STATE FREEWAY 566.79 FEET TO THE SOUTHERLY BOUNDARY OF EAST LELAND ROAD; THENCE WESTERLY ALONG SAID SOUTHERLY BOUNDARY OF EAST LELAND ROAD, 2,300 FEET, MORE OR LESS, TO THE WESTERN BOUNDARY OF THE 109.5 ACRE PARCEL OF LAND DESCRIBED IN THE DEED TO CONTRA COSTA JUNIOR COLLEGE DISTRICT, RECORDED OCTOBER 26, 1962, IN BOOK 4231 OF OFFICIAL RECORDS AT PAGE 783; THENCE SOUTH 25°45' WEST, ALONG SAID WESTERN BOUNDARY OF SAID 109.5 ACRE JUNIOR COLLEGE PARCEL, 1,540 FEET, MORE OR LESS, TO THE SOUTHWESTERN CORNER THEREOF, BEING A POINT ON THE NORTHERN BOUNDARY OF THE RIGHT OF WAY, 100 FEET IN WIDTH, OF THE EAST BAY MUNICIPAL UTILITY DISTRICT; THENCE SOUTHERLY, 106 FEET, MORE OR LESS, CROSSING SAID STRIP TO A POINT WHICH BEARS NORTH 16°16'00" EAST, 50 FEET FROM THE NORTHWESTERN CORNER OF LOT 215, AS SAID LOT IS SHOWN ON THE MAP OF SUBDIVISION 3906, FILED APRIL 14, 1971, IN BOOK 136 OF MAPS AT PAGE 1; THENCE SOUTH 16°45'09" WEST, 1541.16 FEET TO THE SOUTHWESTERN CORNER OF SAID SUBDIVISION 3906, BEING A POINT ON THE NORTHERN BOUNDARY OF THE CONTRA COSTA CANAL. THENCE WESTERLY ALONG SAID NORTHERN BOUNDARY OF THE CONTRA COSTA CANAL, 1,850 FEET, MORE OR LESS, TO THE CENTER OF LOVERIDGE ROAD; THENCE NORTHERLY, ALONG SAID CENTER OF LOVERIDGE ROAD, 930 FEET, MORE OR LESS, TO THE CENTER OF STONEMAN AVENUE. THENCE WESTERLY ALONG SAID CENTER OF STONEMAN AVENUE, 3,600 FEET, MORE OR LESS, TO THE CENTER OF HARBOR STREET, THENCE SOUTHERLY ALONG SAID CENTER OF HARBOR STREET, 300 FEET, MORE OR LESS, TO THE SOUTHERN LINE OF SAID CONTRA COSTA CANAL. THENCE WESTERLY ALONG SAID SOUTHERN BOUNDARY OF THE CONTRA COSTA CANAL, 185 FEET, MORE OR LESS, TO THE NORTHWESTERN CORNER OF LOT 12 AS SAID LOT IS SHOWN ON THE MAP OF SUBDIVISION 3526 FILED NOVEMBER 10, 1965, IN BOOK 108 OF MAPS AT PAGE 21; THENCE SOUTHWESTERLY ALONG THE WESTERN BOUNDARY OF SAID SUBDIVISION 3526 (108 M 21), 950 FEET, MORE OR LESS, TO THE MOST WESTERN CORNER OF LOT 1 OF SAID SUBDIVISION 3526 (108 M 21); THENCE SOUTH 46°18'48" WEST, 75 FEET, MORE OR LESS, TO THE CENTER OF YOSEMITE DRIVE. THENCE SOUTH 38°15' EAST, 205 FEET, MORE OR LESS, TO THE CENTER OF SAID HARBOR STREET. THENCE SOUTH 0°01'40" WEST, 1,070 FEET, MORE OR LESS, TO THE NORTHERN BOUNDARY OF BUCHANAN ROAD; THENCE EASTERLY ALONG SAID NORTHERN BOUNDARY OF BUCHANAN ROAD, 2,270 FEET, MORE OR LESS, TO THE NORTHERN EXTENSION OF THE EASTERN LINE OF SUBDIVISION 4807 AS SAID SUBDIVISION IS SHOWN ON THE MAP FILED APRIL 27, 1977 IN BOOK 196 OF MAPS AT PAGE 1; THENCE SOUTH 1°44'13" EAST, 80 FEET, CROSSING SAID BUCHANAN ROAD, TO THE NORTHEASTERN CORNER OF LOT 82 OF SAID SUBDIVISION 4807 (196 M 1); THENCE SOUTH 1°44'13" EAST, 1,289 FEET, ALONG THE EASTERN LINE OF SAID SUBDIVISION 4807 (196 M 1) TO THE SOUTHEASTERN CORNER OF LOT 97 OF SAID SUBDIVISION 4807 (196 M 1), BEING THE NORTHEASTERN CORNER OF LOT 240 AS SAID LOT IS SHOWN ON THE MAP OF SUBDIVISION 4025, FILED MARCH 15, 1978 IN BOOK 209 OF MAPS AT PAGE 12; THENCE

SOUTHERLY ALONG THE EASTERN BOUNDARY OF SAID SUBDIVISION 5086 (203 M 1) THE FOLLOWING COURSES AND DISTANCES: SOUTH 1°44'13" EAST, 292.56 FEET, SOUTH 10°29'13" EAST, 85.80 FEET, SOUTH 1°44'13" EAST, 130.00 FEET, SOUTH 5°23'47" WEST, 80.60 FEET, SOUTH 1°44'13" EAST, 391.86 FEET TO THE SOUTHEASTERN CORNER OF LOT 252 OF SAID SUBDIVISION 5086 (209 M 1); THENCE SOUTH 1°44'13" EAST, 443.14 FEET TO THE SOUTHWESTERN CORNER OF LOT 444 AS SAID LOT IS SHOWN ON THE MAP OF SUBDIVISION 4201 FILED SEPTEMBER 14, 1972 IN BOOK 151 OF MAPS AT PAGE 17, BEING A POINT ON THE SOUTHERLY LINE OF THE NORTH 1/2 OF SECTION 28, T2N, R1E; THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF THE NORTH 1/2 OF SECTION 28, T2N, R1E, AND THE SOUTHERLY LINE OF THE NORTH 1/2 OF SECTION 29, T2N, R1E, 2,700 FEET, MORE OR LESS, TO THE SOUTHEASTERN CORNER OF LOT 66 AS SAID LOT IS SHOWN ON THE MAP OF SUBDIVISION 4549 FILED OCTOBER 23, 1975 IN BOOK 180 OF MAPS AT PAGE 26; THENCE NORTHERLY ALONG THE EASTERN BOUNDARY OF SAID SUBDIVISION 4549 THE FOLLOWING COURSES AND DISTANCES: NORTH 0°59'32" WEST, 242.61 FEET, NORTH 61°14'30" WEST, 7.59 FEET AND NORTH 0°59'11" WEST, 382.85 FEET TO THE MOST SOUTHERN CORNER OF LOT 219 AS SAID LOT IS SHOWN ON THE MAP OF SUBDIVISION 5085 FILED NOVEMBER 17, 1977 IN BOOK 204 OF MAPS AT PAGE 33, THENCE NORTHEASTERLY ALONG THE SOUTHEASTERN BOUNDARY OF SAID SUBDIVISION 5085 (204 M 33) THE FOLLOWING COURSES AND DISTANCES: NORTH 44°29'35" EAST, 169.32 FEET, NORTH 14°39'05" WEST, 79.07 FEET, NORTH 7°21'45" EAST, 179.48 FEET, NORTH 60°51'25" EAST, 94.46 FEET, SOUTH 66°26'03" EAST, 173.24 FEET, NORTH 51°48'02" EAST, 237.00 FEET, NORTH 33°13'29" WEST, 36.00 FEET, NORTH 42°42'58" EAST, 222.00 FEET, NORTH 19°41'54" WEST, 38.36 FEET AND NORTH 47°17'02" WEST, 10.00 FEET TO THE MOST SOUTHERN CORNER OF LOT 71 AS SAID LOT IS SHOWN ON THE MAP OF 3400 FILED AUGUST 4, 1965 IN BOOK 106 OF MAPS AT PAGE 20; THENCE NORTH 42°54'20" EAST, 700.00 FEET TO THE MOST SOUTHERN CORNER OF LOT 78 OF SAID SUBDIVISION 3400 (106 M 20); THENCE SOUTH 48°01'40" EAST, 3.00 FEET; THENCE NORTH 41°58'20" EAST, 100.00 FEET, THENCE NORTH 48°01'40" WEST, 3.00 FEET TO THE MOST EASTERN CORNER OF SAID LOT 78, SUBDIVISION 3400 (106 M 20); THENCE NORTH 41°58'20" EAST, 300.00 FEET TO THE MOST EASTERN CORNER OF LOT 81 OF SAID SUBDIVISION 3400 (106 M 20), BEING THE MOST SOUTHERLY CORNER OF LOT 47 AS SAID LOT IS SHOWN ON THE MAP OF SUBDIVISION 3079 FILED OCTOBER 24, 1962 IN BOOK 30 OF MAPS AT PAGE 5; THENCE NORTH 41°58'20" EAST, 403.00 FEET, THENCE NORTH 0°07' EAST, 100.00 FEET ALONG THE EASTERN BOUNDARY OF SAID SUBDIVISION 3079 (90 M 5) TO THE NORTHEASTERN CORNER OF LOT 44 OF SAID SUBDIVISION 3079 (90 M 5), BEING A POINT ON THE SOUTHERN BOUNDARY OF BUCHANAN ROAD; THENCE WESTERLY ALONG SAID SOUTHERN BOUNDARY OF BUCHANAN ROAD 2,450 FEET, MORE OR LESS, TO THE MOST WESTERN CORNER OF LOT 87 AS SAID LOT IS SHOWN ON THE MAP OF SUBDIVISION 2327 FILED MAY 19, 1957 IN BOOK 67 OF MAPS AT PAGE 11, THENCE SOUTH 50°23'53" WEST, 243.91 FEET TO THE MOST WESTERLY CORNER OF LOT 90 OF SAID SUBDIVISION 2327 (67 M 11), ALSO BEING THE MOST NORTHERLY CORNER OF LOT 1 AS SAID LOT IS SHOWN ON THE MAP OF SUBDIVISION 2931 FILED JULY 27, 1961 IN BOOK 83 OF MAPS AT PAGE 31; THENCE SOUTHERLY ALONG THE WESTERN BOUNDARY OF SAID SUBDIVISION 2931 (83 M 31) THE FOLLOWING COURSES AND DISTANCES: SOUTH 50°23'53" WEST, 310.58 FEET, SOUTH 6°55'17" EAST, 665.00 FEET, SOUTH 13°52'43" WEST, 191.00 FEET TO THE MOST WESTERN CORNER OF LOT 16 OF SAID SUBDIVISION 2931 (83 M 31), ALSO

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BEING THE MOST NORTHERN CORNER OF LOT 1 AS SAID LOT IS SHOWN ON THE MAP OF SUBDIVISION 3064 FILED NOVEMBER 27, 1964 IN BOOK 101 OF MAPS AT PAGE 38, THENCE SOUTHERLY FOLLOWING THE WESTERLY BOUNDARY OF SAID SUBDIVISION 3064 (101 M 31) THE FOLLOWING COURSES AND DISTANCES: SOUTH 18°52'43" WEST, 207.30 FEET, SOUTH 4°44'48" EAST, 676.45 FEET, SOUTH 24°51'21" WEST, 106.50 FEET TO THE SOUTHWESTERN CORNER OF LOT 15 OF SAID SUBDIVISION 3064 (101 M 31), BEING A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF SECTION 29, T2N, R1E, THENCE WESTERLY ALONG SAID SOUTH LINE OF THE NORTH 1/2 OF SECTION 29, T2N, R1E, 273 FEET, MORE OR LESS, TO THE CENTERLINE OF KIRKER PASS ROAD; THENCE NORTHERLY ALONG SAID CENTERLINE OF KIRKER PASS ROAD, 1,550 FEET, MORE OR LESS, TO THE EASTERN EXTENSION OF THE SOUTHERN LINE OF LOT A AS SAID LOT IS SHOWN ON THE MAP OF SUBDIVISION 4929 FILED AUGUST 29, 1977 IN BOOK 201 OF MAPS AT PAGE 38; THENCE SOUTH 84°28'02" WEST, 236 FEET, MORE OR LESS, ALONG SAID EASTERN EXTENSION OF THE SOUTHERN LINE OF LOT A, SUBDIVISION 4929 (201 M 38), ALONG SAID SOUTHERN LINE AND ALONG THE WESTERLY EXTENSION THEREOF TO THE CENTER OF VALLEY VISTA, A ROAD, AS SAID ROAD IS SHOWN ON THE MAP OF SAID SUBDIVISION 4929 (201 M 38); THENCE NORTHERLY, ALONG SAID CENTER OF VALLEY VISTA, 290 FEET, MORE OR LESS, TO THE CENTER OF CASTLEWOOD DRIVE; THENCE WESTERLY ALONG SAID CENTER OF CASTLEWOOD DRIVE, 920 FEET, MORE OR LESS, TO THE CENTER OF BUCHANAN ROAD, THENCE NORTHEASTERLY ALONG THE CENTER OF BUCHANAN ROAD, 930 FEET, MORE OR LESS, TO A POINT THAT BEARS SOUTH 5°00'30" EAST FROM THE MOST EASTERLY CORNER OF LOT 1 AS SAID LOT IS SHOWN ON THE MAP OF SUBDIVISION 4268 FILED AUGUST 14, 1974 IN BOOK 172 OF MAPS AT PAGE 22, THENCE NORTH 5°00'30" WEST, 40 FEET TO SAID MOST EASTERLY CORNER OF LOT 1, SUBDIVISION 4268 (172 M 22); THENCE NORTHERLY ALONG THE EASTERN BOUNDARY OF SAID SUBDIVISION 4268 (172 M 22) THE FOLLOWING COURSES AND DISTANCES: NORTH 17°32' WEST, 79.12 FEET, NORTH 4°07'05" WEST, 125.32 FEET, NORTH 30°13'31" EAST, 133.09 FEET, NORTH 1°15'21" EAST, 223.85 FEET TO THE NORTHEASTERN CORNER OF SAID SUBDIVISION 4268 (172 M 22); THENCE NORTH 89°51' EAST, 538.21 FEET, THENCE SOUTH 3°15' EAST, 25 FEET TO THE CENTER OF RAMONA STREET; THENCE NORTH 16°45' EAST ALONG THE CENTER OF RAMONA STREET 415 FEET, MORE OR LESS, TO THE CENTER OF MARKS BOULEVARD; THENCE NORTH 89°51' EAST, 130 FEET, MORE OR LESS, ALONG THE CENTER OF SAID MARKS BOULEVARD TO THE SOUTHERLY EXTENSION OF THE WESTERLY BOUNDARY OF LOT 139 AS SHOWN ON THE MAP OF RIVERVIEW HEIGHTS UNIT NO. 1, FILED AUGUST 23, 1947 IN BOOK 33 OF MAPS AT PAGE 42; THENCE NORTH 16°45' EAST, 1,730 FEET, MORE OR LESS, TO THE NORTHEASTERN CORNER OF LOT 12 AS SAID LOT IS SHOWN ON THE MAP OF PITTSBURG HEIGHTS FILED JUNE 9, 1930 IN BOOK 21 OF MAPS AT PAGE 597; THENCE WESTERLY ALONG THE NORTHERN BOUNDARY OF SAID PITTSBURG HEIGHTS SUBDIVISION AND THE NORTHERN BOUNDARY OF SUBDIVISION 4823 AS SAID SUBDIVISION IS SHOWN ON THE MAP FILED MAY 14, 1976 IN BOOK 184 OF MAPS AT PAGE 26, 3,560 FEET, MORE OR LESS, TO THE NORTHWESTERN CORNER OF SAID SUBDIVISION 4823 (184 M 24) SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF THE 19.23 ACRE PARCEL OF LAND DESCRIBED AS PARCEL 2 IN THE DEED FROM THE CITY OF PITTSBURG TO THE PACIFIC GAS AND ELECTRIC COMPANY, RECORDED SEPTEMBER 18, 1952 IN BOOK 1994 OF OFFICIAL RECORDS AT PAGE 129; THENCE NORTH 0°19'30" EAST, ALONG THE EASTERN LINE OF SAID P G & E PARCEL AND THE NORTHERN EXTENSION THEREOF, 3,950

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FEET, MORE OR LESS, TO THE SOUTHERLY BOUNDARY OF WEST LELAND ROAD; THENCE SOUTHWESTERLY AND WESTERLY ALONG SAID SOUTHERN BOUNDARY OF WEST LELAND ROAD, 4,450 FEET, MORE OR LESS, TO THE MOST WESTERLY CORNER OF LOT 148 AS SAID LOT IS SHOWN ON THE MAP OF SUBDIVISION 5491 FILED JULY 7, 1979 IN BOOK 227 OF MAPS AT PAGE 32. THENCE SOUTH 17°34'24" WEST, 1,185.35 FEET; THENCE SOUTH 2°22'54" WEST, 559.00 FEET; THENCE SOUTH 82°30' WEST, 392.86 FEET. THENCE NORTH 7°20' WEST, 197.75 FEET; THENCE NORTH 25°50' EAST, 350.00 FEET; THENCE NORTH 64°10' WEST, 440.00 FEET, THENCE SOUTH 25°50' EAST, 200.00 FEET, THENCE NORTH 64°10' WEST, 270.00 FEET; THENCE NORTH 25°50' EAST, 200.00 FEET, THENCE NORTH 64°10' WEST, 240.00 FEET; THENCE SOUTH 17°37'37" WEST, 2536.81 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 24, T2N, R1W. THENCE WESTERLY ALONG SAID SOUTH LINE OF THE NORTH 1/2 OF SECTION 24, T2N, R1W, 1,250 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

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PARCEL THREE

ALL THAT REAL PROPERTY IN THE CITY OF PITTSBURG, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF BUCHANAN ROAD WITH THE EAST LINE OF SECTION 28, T2N, R1E, MDB&M, THENCE SOUTH 0°44'15" EAST, ALONG SAID EAST LINE OF SECTION 28, T2N, R1E, MDB&M, 2722.22 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 28; THENCE NORTH 8°52'11" WEST, 2642.65 FEET ALONG THE SOUTHERLY LINE OF SAID NORTHEAST QUARTER OF SECTION 28, T2N, R1E, MDB&M TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF SAID SECTION 28; THENCE NORTH 88°38'53" WEST, 128.63 FEET; THENCE NORTH 21°35'11" EAST, 46.93 FEET, THENCE NORTH 0°41'35" WEST, 2185.22 FEET; THENCE NORTH 89°06'36" WEST, 282.62 FEET, THENCE NORTH 0°19'04" WEST, 489.92 FEET TO THE SOUTH LINE OF SAID BUCHANAN ROAD; THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF BUCHANAN ROAD 3,029.86 FEET TO THE POINT OF BEGINNING.

CONTAINING 174.47 ACRES, MORE OR LESS.

END OF DOCUMENT



Los Medanos Community Development Plan
Amended Merged Project Area 2-Mar-95

Page 9

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RECORDED AT REQUEST OF:

THE REDEVELOPMENT AGENCY
THE CITY OF PITTSBURG

WHEN RECORDED MAIL TO:

City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
Attention: ~~City Clerk~~ Records Mgr.,
Director of Redevelopment

14



CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2003-0208800-00
Tuesday, MAY 06, 2003 09:48:24
FRE \$0.00
Ttl Pd \$0.00
Nbr-0001469623
irc/R9/1-16

NO RECORDING FEE PURSUANT TO
GOVERNMENT CODE SECTION 27383

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

An ordinance of the City Council of the City)
of Pittsburg adopting the Fourth)
Amendment to the Community)
Development Plan for the Los Medanos) ORDINANCE NO. 03- 1207
Community Development Project Area)
pursuant to Health and Safety Code Section)
33333.6(e)(2), and amending related)
ordinances in connection therewith)

The Pittsburg City Council does ordain as follows:

Section 1. Background

1. By the City Council of the City of Pittsburg adopted the Community Development Plan for the Los Medanos Community Development Project Area by Ordinance No. 80-798, adopted on November 17, 1980, Ordinance No. 83-844, adopted on November 28, 1983, Ordinance No. 93-1063, adopted on June 7, 1993, and Ordinance No. 94-1089, adopted on January 3, 1995 (collectively, the "Redevelopment Plan"), establishing the Los Medanos Community Development Project Area (the "Project Area"); and

2. The Project Area is situated in the County of Contra Costa, State of California, and is more particularly described on Project Description attached hereto as Exhibit A; and

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3. The Redevelopment Plan, as amended, contains time limits for conducting certain redevelopment functions meeting the requirements of the Community Redevelopment Law (the "CRL") for such time limits in effect as of the date of adoption and amendment of the Redevelopment Plan; and

4. SB 211 amended the CRL effective January 1, 2002; and

5. SB 211 amends Health and Safety Code Section 33333.6(e)(2) to the CRL to allow the City Council to amend the Redevelopment Plan to eliminate the time limit on the establishment of loans, advances, and indebtedness required by the section prior to January 1, 2002 (the "Debt Incurrence Time Limit"); and

6. The Redevelopment Agency of the City of Pittsburg (the "Agency") has analyzed the provisions of the Redevelopment Plan and the provisions of Health and Safety Code Section 33333.6(e)(2), and has determined that the Redevelopment Plan may be amended to delete the Debt Incurrence Time Limit; and

7. The Agency has prepared an amendment to the Redevelopment Plan to delete the Debt Incurrence Time Limit as permitted by Health and Safety Code Section 33333.6(e)(2) (the "Amendment"), a copy which is on file with the City Clerk; and

8. The City Council desires to amend the Redevelopment Plan in accordance with the terms of the Amendment as authorized pursuant to Health and Safety Code Section 33333.6(e)(2); and

9. The Agency has prepared and submitted and the City Council has reviewed and considered the staff report on the Amendment; and

10. The Agency staff has prepared and submitted to City Council for review and approval a CEQA Notice of Exemption for the Amendment; and

11. Health and Safety Code Section 33333.6(e)(2) states:

In adopting this ordinance, neither the legislative body nor the agency is required to comply with Section 33354.6 or Article 12 (commencing with Section 33450) or any other provision of this part relating to the amendment of redevelopment plans, except that the agency shall make payment to affected taxing entities required by Section 33607.7.

NOW, THEREFORE, the City Council of the City of Pittsburg does ordain as follows:

Section 2. Findings

1. The City Council hereby finds and declares that the above recitals are true and correct.

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2. The Amendment is hereby incorporated in this Ordinance by reference and made a part of this Ordinance as if set out in full in the Ordinance.

3. It is hereby found and determined that the Amendment is necessary and desirable. The Redevelopment Plan, as adopted by Ordinance No. 80-798, adopted on November 17, 1980, Ordinance No. 83-844, adopted on November 28, 1983, Ordinance No. 93-1063, adopted on June 7, 1993, and Ordinance No. 94-1089, adopted on January 3, 1995, is further amended in accordance with the Amendment.

4. The Amendment is hereby adopted, approved, and designated as part of the official Redevelopment Plan for the Project Area. It is the purpose and intent of the City Council that the Amendment be implemented as part of the Redevelopment Plan for the Project Area. The Executive Director of the Agency may prepare a document that incorporates the provisions of the Amendment into the existing text of the Redevelopment Plan, and such document shall then constitute the official Redevelopment Plan for the Project Area.

5. To the extent of the amendment set forth in the Amendment, this Ordinance amends Ordinance No. 80-798, adopted on November 17, 1980, Ordinance No. 83-844, adopted on November 28, 1983, Ordinance No. 93-1063, adopted on June 7, 1993, and Ordinance No. 94-1089, adopted on January 3, 1995.

6. In accordance with Health and Safety Code Section 33333.6(g), the Amendment shall not be construed to affect the validity of any bond, indebtedness, or other obligation, including any mitigation agreement entered into pursuant to Health and Safety Code Section 33401, authorized by the City Council or the Agency prior to January 1, 1994. Nor shall the Amendment be construed to affect the right of the Agency to receive property taxes pursuant to Health and Safety Code Section 33670, to pay the indebtedness or other obligation described in this Section 6.

7. The City Council hereby approves the CEQA Notice of Exemption for the Amendment and directs the City Clerk to file the Notice of Exemption with the County Clerk of the County of Contra Costa.

8. The City Clerk is hereby directed to file a copy of the Amendment with the minutes of this meeting. A copy of this Ordinance and the Amendment shall be transmitted to the Agency and the Agency is vested with the responsibility of implementing the Amendment.

9. The Executive Director of the Agency is hereby directed to record the Ordinance and the Amendment in compliance with the provisions of Government Code Section 27295.

10. If any provision, section, subsection, subdivision, sentence, clause or phrase of this Ordinance or the Amendment is for any reason held to be invalid or

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unconstitutional, such decision shall not affect the validity of the remaining portion or portions of the Ordinance or the Amendment.

11. This Ordinance shall be published once in full before its final passage in a newspaper of general circulation, published and circulated in the City of Pittsburg, and shall be in full force and effect thirty (30) days after its final passage.

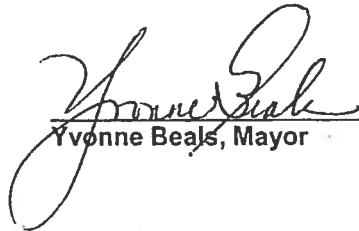
The foregoing Ordinance was introduced at a meeting of the City Council of the City of Pittsburg, held on February 18, 2003, and was adopted and ordered published at a meeting held on March 3, 2003, by the following vote, to wit:

AYES: Council Member Rios, Parent, Kee, Glynn, and Mayor Beals

NOES: None

ABSTAINED: None

ABSENT: None


Yvonne Beals, Mayor

ATTEST:


Lillian Pride, City Clerk

EXHIBIT A

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LEGAL DESCRIPTION OF AMENDED MERGED PROJECT AREA

(Parcels One, Two and Three)

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030293/sc

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PARCEL ONE

ALL THAT REAL PROPERTY IN THE CITY OF PITTSBURG, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 14, T2N, R1W; THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF SECTION 14, T2N, R1W, 780 FEET, MORE OR LESS, TO A POINT, SAID POINT BEING 570 FEET EASTERLY OF THE NORTHWEST CORNER OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, T2N, R1W, SAID POINT ALSO BEING THE NORTHEAST CORNER OF PARCEL 7 AS SAID PARCEL IS DESCRIBED IN THE DEED FROM CATHAY LAND COMPANY TO ALBERT D. SEENO CONSTRUCTION COMPANY, RECORDED MAY 20, 1974 IN BOOK 7320 OF OFFICIAL RECORDS AT PAGE 402; THENCE SOUTHWESTERLY, 1,800 FEET, MORE OR LESS, ALONG THE EAST BOUNDARY OF SAID PARCEL 7 (7320 OR 402), AND ALONG THE CENTERLINE OF A GULCH, TO THE MOST SOUTHERLY CORNER OF SAID PARCEL 7 (7320 OR 402), BEING A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, T2N, R1W, AND DISTANT 1,562 FEET, MORE OR LESS, FROM THE NORTHEAST CORNER OF SAID WEST 1/2 OF THE WEST 1/4 OF SECTION 23, T2N, R1W; THENCE FROM SAID POINT, PARALLEL TO THE NORTH LINE OF SAID SECTION 23, T2N, R1W, WESTERLY 1,630 FEET; THENCE PARALLEL TO THE EAST LINE OF SECTION 22, T2N, R1W, SOUTHERLY, 400 FEET; THENCE AT RIGHT ANGLE WESTERLY 640 FEET; THENCE AT RIGHT ANGLE SOUTHERLY 530 FEET; THENCE AT RIGHT ANGLE WESTERLY 370 FEET, MORE OR LESS, TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 22, T2N, R1W; THENCE NORTHERLY, ALONG SAID WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 22, T2N, R1W, 2,500 FEET, MORE OR LESS, TO THE SOUTHERLY LINE OF SAID SECTION 15, T2N, R1W, MDB&M; THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF SAID SECTION 15 AND THE SOUTHERLY LINE OF SECTION 16, T2N, R1W, MDB&M, 6,520 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 16, T2N, R1W, MDB&M, THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTION 16, T2N, R1W, MDB&M, 4,057 FEET, MORE OR LESS, TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID STATE FREEWAY; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF THE STATE FREEWAY, 8,180 FEET, MORE OR LESS, TO THE WESTERN LINE OF SAID SECTION 14, T2N, R1W, MDB&M; THENCE EASTERLY ALONG SAID SOUTHERN BOUNDARY OF THE STATE FREEWAY, 1,055 FEET, MORE OR LESS, TO THE WESTERLY LINE OF THE EAST 1/2 OF SECTION 14, T2N, R1W; THENCE SOUTHERLY ALONG SAID WESTERLY LINE OF THE EAST 1/2 OF SECTION 14, T2N, R1W, 2,420 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL TWO

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ALL THAT REAL PROPERTY IN THE CITY OF PITTSBURG, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN; THENCE NORTHERLY ALONG THE WESTERN LINE OF SAID SECTION 24, 2640 FEET, MORE OR LESS, TO THE SOUTHEASTERN CORNER OF SECTION 14, T2N, R1W; THENCE WESTERLY ALONG THE SOUTHERN LINE OF SAID SECTION 14, T2N, R1W, 886.15 FEET, MORE OR LESS TO THE SOUTHWESTERN CORNER OF PARCEL "B" AS SHOWN ON THE PARCEL MAP FILED JULY 13, 1971, IN BOOK 17 OF PARCEL MAPS AT PAGE 35, CONTRA COSTA COUNTY RECORDS; THENCE NORTH 0°45' WEST, 782.42 FEET AND NORTH 89°33'47"EAST, 454.78 FEET ALONG THE WESTERN AND NORTHERN LINES OF SAID PARCEL B (17PM35) TO THE NORTHEASTERN CORNER THEREOF, BEING THE SOUTHEASTERN CORNER OF PARCEL "A" OF SAID MAP (17PM35); THENCE NORTH 0°00'56" WEST ALONG THE EASTERN LINE OF SAID PARCEL A (17PM35) AND THE NORTHERLY EXTENSION THEREOF, 454 FEET, MORE OR LESS, TO THE NORTHERN BOUNDARY LINE OF WEST LELAND ROAD; THENCE EASTERLY ALONG SAID NORTHERN BOUNDARY OF WEST LELAND ROAD, 4,130 FEET, MORE OR LESS, TO THE SOUTHEASTERN CORNER OF SUBDIVISION 4732, FILED AUGUST 30, 1978, IN BOOK 217 OF MAPS AT PAGE 1; THENCE NORTH 17°34'24" EAST, 250.65 FEET TO THE NORTHEASTERN CORNER OF SAID SUBDIVISION 4732, BEING A POINT ON THE SOUTHERN BOUNDARY OF THE CONTRA COSTA CANAL; THENCE WESTERLY ALONG SAID SOUTHERN BOUNDARY OF THE CONTRA COSTA CANAL, 4,300 FEET, MORE OR LESS, TO THE EAST LINE OF SECTION 14, T2N, R1W; THENCE NORTHERLY ALONG SAID EAST LINE OF SECTION 14, T2N, R1W, 790 FEET, MORE OR LESS, TO THE SOUTH LINE OF THE STATE FREEWAY; THENCE EASTERLY, ALONG SAID SOUTH LINE OF THE STATE FREEWAY, 1,500 FEET, TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF SUBDIVISION 4137 AS SAID SUBDIVISION IS SHOWN ON THE MAP FILED FEBRUARY 25, 1972 IN BOOK 144 OF MAPS AT PAGE 14; THENCE NORTH 0°09'30" EAST, ALONG SAID EXTENSION OF THE WEST LINE OF SUBDIVISION 4137, 200 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID STATE FREEWAY; THENCE EASTERLY ALONG SAID NORTHERN BOUNDARY OF THE STATE FREEWAY, 5,300 FEET, MORE OR LESS, TO THE SOUTHEASTERN CORNER OF THE 8.47 ACRE PARCEL OF LAND DESCRIBED IN THE DEED FROM V. P. BAKER TO PACIFIC GAS AND ELECTRIC COMPANY, RECORDED JANUARY 31, 1962 IN BOOK 4047 OF OFFICIAL RECORDS AT PAGE 278; THENCE NORTH 0°19'30" EAST, 87.5 FEET ALONG THE EASTERN BOUNDARY OF SAID 8.47 ACRE P G & E PARCEL, TO THE NORTHEASTERN CORNER THEREOF; THENCE NORTH 89°30' WEST, 108.37 FEET ALONG THE NORTHERN LINE OF SAID 8.47 ACRE P G & E PARCEL TO THE SOUTHWESTERN CORNER OF THE 1.939 ACRE PARCEL DESCRIBED IN THE DEED TO P G & E RECORDED JULY 18, 1969, IN BOOK 5923 OF OFFICIAL RECORDS AT PAGE 167; THENCE NORTH 11°27'30" EAST, 987.16 FEET TO THE SOUTHERN LINE OF POLARIS DRIVE; THENCE WESTERLY ALONG SAID SOUTHERN LINE OF POLARIS DRIVE, ALONG THE ARC OF A CURVE HAVING A RADIUS OF 960 FEET, AN ARC DISTANCE OF 162.05 FEET AND NORTH 89°34'13" WEST, 1,421.50 FEET TO THE SOUTHERN EXTENSION OF THE EASTERN LINE OF SUBDIVISION 4765, AS SAID SUBDIVISION IS SHOWN ON THE MAP FILED JULY 7, 1978, IN BOOK 213 OF MAPS AT PAGE 32; THENCE NORTH 0°25'47" EAST, ALONG SAID SOUTHERN EXTENSION OF THE EASTERN LINE OF SUBDIVISION 4765 (213 M 32),

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ALONG THE EASTERN LINE OF SAID SUBDIVISION 4765 (213 M 32) AND ALONG THE NORTHERN EXTENSION OF SAID EASTERN LINE OF SUBDIVISION 4765 (213 M 32), 1,320 FEET, MORE OR LESS, TO THE EASTERN EXTENSION OF THE SOUTHERN LINE OF SECTION 12, T2N, R1W; THENCE WESTERLY ALONG SAID EASTERN EXTENSION AND ALONG THE SOUTHERN LINE OF SAID SECTION 12, T2N, R1W, 5,300 FEET, MORE OR LESS, TO THE SOUTHWESTERN CORNER OF SAID SECTION 12, T2N, R1W; THENCE NORTH 1°11' EAST, 1,168.68 FEET TO THE SOUTHEASTERN LINE OF THE .695 ACRE PARCEL OF LAND DESCRIBED IN THE DEED FROM C. A. HOOPER & COMPANY TO SOUTHERN PACIFIC RAILROAD COMPANY, RECORDED AUGUST 7, 1930 IN BOOK 252 OF OFFICIAL RECORDS AT PAGE 40; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERN BOUNDARY OF SAID .695 ACRE SOUTHERN PACIFIC RAILROAD PARCEL (250 OR 40) 520 FEET, MORE OR LESS, TO THE MOST EASTERN CORNER THEREOF, BEING A POINT ON THE SOUTHERN BOUNDARY OF THE RIGHT OF WAY, 100 FEET IN WIDTH, OF THE SOUTHERN PACIFIC RAILROAD COMPANY; THENCE SOUTHEASTERLY ALONG SAID SOUTHERN LINE OF THE SOUTHERN PACIFIC RAILROAD COMPANY, SOUTH 71°18'16" EAST, 1869.17 FEET, MORE OR LESS, TO THE EASTERLY BOUNDARY PARCEL "A" AS SHOWN ON THE MAP OF SUBDIVISION 7204 FILED MAY 21, 1990 IN BOOK 347 OF MAPS AT PAGE 27; THENCE SOUTHERLY, ALONG SAID EASTERLINE OF PARCEL "A" SUBDIVISION 7204 (347 M 27), SOUTH 0°04' WEST, 791.15 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF WILLOW PASS ROAD; THENCE EASTERLY ALONG SAID NORTHERLY LINE OF WILLOW PASS ROAD THE FOLLOWING COURSES AND DISTANCES: SOUTH 89°06'35" EAST, 330.00 FEET, SOUTH 0°04' WEST, 12.00 FEET, SOUTH 89°06'35" EAST, 700.38 FEET, NORTH 88°39'21" EAST, 11.91 FEET, NORTH 87°24'18" EAST, 460.65 FEET, NORTH 6°56'35" EAST, 50.00 FEET, NORTH 87°24'18" EAST, 76.30 FEET, SOUTH 0°04' WEST, 49.92 FEET, NORTH 87°24'18" EAST, 288.33 FEET, 72°04'07" EAST, 138.31 FEET AND ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 190.00 FEET AN ARC DISTANCE OF 175.04 FEET TO THE SOUTHERLY LINE OF SAID SOUTHERN PACIFIC RAILROAD COMPANY; THENCE CONTINUING ALONG SAID WILLOW PASS ROAD NORTHERLY, NORTHEASTERLY AND EASTERLY 6,350 FEET, MORE OR LESS, TO THE SOUTHERN CORNER OF THE 1.81 ACRE PARCEL OF LAND DESCRIBED AS PARCEL TWO IN THE DEED FROM C. A. HOOPER & COMPANY TO THE PACIFIC GAS AND ELECTRIC COMPANY, RECORDED IN BOOK 1872 OF OFFICIAL RECORDS AT PAGE 189; THENCE NORTHERLY ALONG THE EASTERN BOUNDARY OF SAID P G & E 1.81 ACRE PARCEL 783.80 FEET TO THE NORTHEASTERN CORNER THEREOF, BEING A POINT ON THE SOUTHERN BOUNDARY OF THE RIGHT OF WAY OF THE SACRAMENTO NORTHERN RAILWAY COMPANY; THENCE EASTERLY ALONG SAID SOUTHERN BOUNDARY OF THE SACRAMENTO NORTHERN RAILWAY COMPANY, 1,400 FEET, MORE OR LESS, TO A POINT WHICH BEARS NORTH 83°42'30" WEST, 50.85 FEET FROM THE NORTHWESTERN CORNER OF THE "HOPE SUBDIVISION" AS SHOWN ON THE MAP FILED APRIL 13, 1948 IN BOOK 34 OF MAPS AT PAGE 43; THENCE NORTH 16°45' EAST, 101.69 FEET TO THE NORTHERN LINE OF SAID SACRAMENTO NORTHERN RAILWAY; THENCE SOUTH 83°42'30" EAST, 50.85 FEET, ALONG SAID NORTHERN LINE OF THE SACRAMENTO NORTHERN RAILWAY, TO THE SOUTHWESTERN CORNER OF PARCEL "B" AS SHOWN ON THE MAP FILED NOVEMBER 7, 1975, IN BOOK 41 OF PARCEL MAPS AT PAGE 8; THENCE NORTHERLY ALONG THE WESTERN BOUNDARY OF SAID PARCEL "B" ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1298.57 FEET, AN ARC DISTANCE OF 485.13 FEET AND NORTH 5°04'39" WEST, 876.41 FEET TO THE NORTHWESTERN CORNER OF SAID PARCEL "B" (41 PM 8); THENCE SOUTH 73°17'13" EAST, 498.91 FEET;

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NORTH 16°45' EAST, 1,712.80 FEET; THENCE SOUTH 73°15' EAST, 26.95 FEET; THENCE NORTH 16°45' EAST, 600 FEET; THENCE NORTH 62°57'24" WEST, 315.48 FEET; THENCE NORTH 88°53'42" WEST, 284.74 FEET; THENCE NORTH 1°06'18" EAST, 25 FEET; THENCE NORTH 88°51'09" WEST, 219.58 FEET; THENCE NORTH 17°48'04" WEST, 16.97 FEET; THENCE SOUTH 88°52'32" EAST, 751.90 FEET; THENCE SOUTH 72°22'01" EAST, 663.78 FEET TO THE WESTERN LINE OF MONTEZUMA STREET EXTENDED NORTH; THENCE NORTH 16°45' EAST, 500 FEET, MORE OR LESS, TO THE NORTHERLY BOUNDARY LINE OF THE RANCHO LOS MEDANOS; THENCE NORTH 88°55' EAST, 52.50 FEET; THENCE NORTH 83°31' EAST, 160.16 FEET; THENCE NORTH 79°57' EAST, 540.1 FEET; THENCE SOUTH 19°47' WEST, 128.8 FEET; THENCE SOUTH 0°23' WEST, 680 FEET, MORE OR LESS, TO AN ANGLE POINT IN THE UNITED STATES GOVERNMENT PIERHEAD LINE IN NEW YORK SLOUGH, ESTABLISHED JANUARY 23, 1920; THENCE SOUTHEASTERLY ALONG SAID U. S. ENGINEER'S PIERHEAD LINE, 400 FEET, MORE OR LESS, TO THE INTERSECTION OF SAID PIERHEAD LINE WITH THE WESTERLY LINE OF YORK STREET EXTENDED; THENCE CONTINUING ALONG SAID PIERHEAD LINE, WESTERLY 1,900 FEET, MORE OR LESS, TO THE INTERSECTION OF SAID PIERHEAD LINE WITH THE WESTERLY LINE OF EAST STREET EXTENDED; THENCE CONTINUING WESTERLY ALONG SAID PIERHEAD LINE 3,500 FEET, MORE OR LESS, TO A POINT ON THE NORTHERN EXTENSION OF THE EASTERLY LINE OF THE 1.47 ACRE PARCEL OF LAND DESCRIBED AS PARCEL 5 IN THE DEED FROM HOWARD F. LAURITZEN, ET UX, TO THE UNITED STATES STEEL CORPORATION, RECORDED DECEMBER 20, 1954 IN BOOK 2441 OF OFFICIAL RECORDS AT PAGE 215; THENCE NORTH 16°45' EAST, 400 FEET, MORE OR LESS, TO THE CENTER OF NEW YORK SLOUGH; THENCE EASTERLY ALONG SAID CENTER OF NEW YORK SLOUGH, 5,100 FEET, MORE OR LESS, TO ITS INTERSECTION WITH THE CENTERLINE OF MIDDLE SLOUGH; THENCE SOUTHEASTERLY ALONG SAID CENTERLINE OF NEW YORK SLOUGH, 3,800 FEET, MORE OR LESS, TO THE NORTHERLY PROLONGATION OF THE WESTERLY LINE OF THE CONTRA COSTA CANAL SPILLWAY RIGHT OF WAY; THENCE SOUTHERLY ALONG SAID PROLONGATION, 1,350 FEET, MORE OR LESS, TO THE INTERSECTION THEREOF WITH THE NORTH BOUNDARY OF THE RANCHO LOS MEDANOS, SAID POINT BEING ON THE SAID WESTERLY LINE OF THE CONTRA COSTA CANAL SPILLWAY NORTH 0°19' E, 1863.7 FEET FROM THE INTERSECTION OF SAID WESTERLY LINE WITH THE NORTH RIGHT OF WAY LINE OF THE ATCHISON TOPEKA AND SANTA FE RAILWAY COMPANY; THENCE SOUTH 44°45'30" WEST, 35 FEET, MORE OR LESS, TO THE MOST EASTERLY CORNER OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO DOW CHEMICAL COMPANY, FILED JULY 15, 1977 IN BOOK 8419 OF OFFICIAL RECORDS OF CONTRA COSTA COUNTY AT PAGE 618; THENCE SOUTH 39°51'58" WEST, 1,836.41 FEET; THENCE SOUTH 0° EAST, 407.92 FEET TO THE NORTHERLY RIGHT OF WAY OF THE ATCHISON TOPEKA AND SANTA FE RAILWAY COMPANY; THENCE SOUTHERLY 100 FEET, MORE OR LESS, TO THE INTERSECTION OF THE WEST LINE OF SECTION 14, T2N, R1E, MDB&M WITH THE SOUTHERLY RIGHT OF WAY LINE OF SAID ATCHISON TOPEKA AND SANTA FE RAILWAY COMPANY; THENCE ALONG SAID WEST LINE OF SECTION 14, T2N, R1E, MDB&M, SOUTH 0°59'14" WEST, 2125.64 FEET, MORE OR LESS, TO THE WESTERLY LINE OF SAID CONTRA COSTA CANAL SPILLWAY; THENCE SOUTHWESTERLY ALONG SAID CONTRA COSTA CANAL SPILLWAY, 1,530 FEET, MORE OR LESS, TO A POINT AT THE INTERSECTION OF SAID WESTERLY LINE OF THE CONTRA COSTA CANAL SPILLWAY WITH THE NORTHERLY LINE OF THE RIGHT OF WAY OF THE SOUTHERN PACIFIC RAILWAY COMPANY; THENCE EASTERLY ALONG SAID SOUTHERN PACIFIC RAILWAY COMPANY RIGHT OF WAY, 3,520

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FEET, MORE OR LESS, TO THE CENTERLINE OF SOMERSVILLE ROAD; THENCE SOUTHWESTERLY, ALONG SAID CENTERLINE OF SOMERSVILLE ROAD, 1,240 FEET, MORE OR LESS, TO THE NORTHERLY BOUNDARY OF SAID STATE FREEWAY; THENCE WESTERLY, ALONG SAID NORTHERLY BOUNDARY OF THE STATE FREEWAY, 5,900 FEET, MORE OR LESS, TO THE WESTERLY LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO CHEVRON USA RECORDED FEBRUARY 4, 1977 IN BOOK 8191 OF OFFICIAL RECORDS AT PAGE 577, SAID PARCEL COMMONLY KNOWN AS "STANDARD OIL AVENUE"; THENCE SOUTH 16°57'30" WEST, CROSSING SAID STATE FREEWAY 566.79 FEET TO THE SOUTHERLY BOUNDARY OF EAST LELAND ROAD; THENCE WESTERLY ALONG SAID SOUTHERLY BOUNDARY OF EAST LELAND ROAD, 2,300 FEET, MORE OR LESS, TO THE WESTERN BOUNDARY OF THE 109.5 ACRE PARCEL OF LAND DESCRIBED IN THE DEED TO CONTRA COSTA JUNIOR COLLEGE DISTRICT, RECORDED OCTOBER 26, 1962, IN BOOK 4231 OF OFFICIAL RECORDS AT PAGE 263; THENCE SOUTH 25°45' WEST, ALONG SAID WESTERN BOUNDARY OF SAID 109.9 ACRE JUNIOR COLLEGE PARCEL, 1,540 FEET, MORE OR LESS, TO THE SOUTHWESTERN CORNER THEREOF, BEING A POINT ON THE NORTHERN BOUNDARY OF THE RIGHT OF WAY, 100 FEET IN WIDTH, OF THE EAST BAY MUNICIPAL UTILITY DISTRICT; THENCE SOUTHERLY, 106 FEET, MORE OR LESS, CROSSING SAID STRIP TO A POINT WHICH BEARS NORTH 16°45'09" EAST, 50 FEET FROM THE NORTHWESTERN CORNER OF LOT 215, AS SAID LOT IS SHOWN ON THE MAP OF SUBDIVISION 3906, FILED APRIL 14, 1971, IN BOOK 136 OF MAPS AT PAGE 1; THENCE SOUTH 16°45'09" WEST, 1541.16 FEET TO THE SOUTHWESTERN CORNER OF SAID SUBDIVISION 3906, BEING A POINT ON THE NORTHERN BOUNDARY OF THE CONTRA COSTA CANAL; THENCE WESTERLY ALONG SAID NORTHERN BOUNDARY OF THE CONTRA COSTA CANAL, 1,850 FEET, MORE OR LESS, TO THE CENTER OF LOVERIDGE ROAD; THENCE NORTHERLY, ALONG SAID CENTER OF LOVERIDGE ROAD, 930 FEET, MORE OR LESS, TO THE CENTER OF STONEMAN AVENUE; THENCE WESTERLY ALONG SAID CENTER OF STONEMAN AVENUE, 3,600 FEET, MORE OR LESS, TO THE CENTER OF HARBOR STREET; THENCE SOUTHERLY ALONG SAID CENTER OF HARBOR STREET, 300 FEET, MORE OR LESS, TO THE SOUTHERN LINE OF SAID CONTRA COSTA CANAL; THENCE WESTERLY ALONG SAID SOUTHERN BOUNDARY OF THE CONTRA COSTA CANAL, 185 FEET, MORE OR LESS, TO THE NORTHWESTERN CORNER OF LOT 12 AS SAID LOT IS SHOWN ON THE MAP OF SUBDIVISION 3526 FILED NOVEMBER 10, 1965, IN BOOK 108 OF MAPS AT PAGE 21; THENCE SOUTHWESTERLY ALONG THE WESTERN BOUNDARY OF SAID SUBDIVISION 3526 (108 M 21), 950 FEET, MORE OR LESS, TO THE MOST WESTERN CORNER OF LOT 1 OF SAID SUBDIVISION 3526 (108 M 21); THENCE SOUTH 46°18'48" WEST, 75 FEET, MORE OR LESS, TO THE CENTER OF YOSEMITE DRIVE; THENCE SOUTH 38°15' EAST, 205 FEET, MORE OR LESS, TO THE CENTER OF SAID HARBOR STREET; THENCE SOUTH 0°01'40" WEST, 1,070 FEET, MORE OR LESS, TO THE NORTHERN BOUNDARY OF BUCHANAN ROAD; THENCE EASTERLY ALONG SAID NORTHERN BOUNDARY OF BUCHANAN ROAD, 2,270 FEET, MORE OR LESS, TO THE NORTHERN EXTENSION OF THE EASTERN LINE OF SUBDIVISION 4807 AS SAID SUBDIVISION IS SHOWN ON THE MAP FILED APRIL 27, 1977 IN BOOK 196 OF MAPS AT PAGE 1; THENCE SOUTH 1°44'13" EAST, 80 FEET, CROSSING SAID BUCHANAN ROAD, TO THE NORTHEASTERN CORNER OF LOT 82 OF SAID SUBDIVISION 4807 (196 M 1); THENCE SOUTH 1°44'13" EAST, 1,289 FEET, ALONG THE EASTERN LINE OF SAID SUBDIVISION 4807 (196 M 1) TO THE SOUTHEASTERN CORNER OF LOT 97 OF SAID SUBDIVISION 4807, (196 M 1), BEING THE NORTHEASTERN CORNER OF LOT 240 AS SAID LOT IS SHOWN ON THE MAP OF SUBDIVISION 5085, FILED MARCH 15, 1978 IN BOOK 209 OF MAPS AT PAGE 12; THENCE

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SOUTHERLY ALONG THE EASTERN BOUNDARY OF SAID SUBDIVISION 5086 (209 M 1) THE FOLLOWING COURSES AND DISTANCES: SOUTH 1°44'13" EAST, 282.59 FEET, SOUTH 10°29'13" EAST, 65.80 FEET, SOUTH 1°44'13" EAST, 130.00 FEET, SOUTH 5°23'47" WEST, 80.60 FEET AND SOUTH 1°44'13" EAST, 391.86 FEET TO THE SOUTHEASTERN CORNER OF LOT 252 OF SAID SUBDIVISION 5086 (209 M 1); THENCE SOUTH 1°44'13" EAST, 443.14 FEET TO THE SOUTHWESTERN CORNER OF LOT 444 AS SAID LOT IS SHOWN ON THE MAP OF SUBDIVISION 4201 FILED SEPTEMBER 14, 1972 IN BOOK 151 OF MAPS AT PAGE 17, BEING A POINT ON THE SOUTHERLY LINE OF THE NORTH 1/2 OF SECTION 28, T2N, R1E; THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF THE NORTH 1/2 OF SECTION 28, T2N, R1E, AND THE SOUTHERLY LINE OF THE NORTH 1/2 OF SECTION 29, T2N, R1E, 2,700 FEET, MORE OR LESS, TO THE SOUTHEASTERN CORNER OF LOT 66 AS SAID LOT IS SHOWN ON THE MAP OF SUBDIVISION 4549 FILED OCTOBER 23, 1975 IN BOOK 180 OF MAPS AT PAGE 26; THENCE NORTHERLY ALONG THE EASTERN BOUNDARY OF SAID SUBDIVISION 4549 THE FOLLOWING COURSES AND DISTANCES: NORTH 0°59'32" WEST, 242.61 FEET, NORTH 61°14'30" WEST, 7.59 FEET AND NORTH 0°59'11" WEST, 382.85 FEET TO THE MOST SOUTHERN CORNER OF LOT 219 AS SAID LOT IS SHOWN ON THE MAP OF SUBDIVISION 5085 FILED NOVEMBER 17, 1977 IN BOOK 204 OF MAPS AT PAGE 33; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY BOUNDARY OF SAID SUBDIVISION 5085 (204 M 33) THE FOLLOWING COURSES AND DISTANCES: NORTH 44°29'35" EAST, 169.32 FEET, NORTH 14°39'05" WEST, 79.07 FEET, NORTH 7°21'45" EAST, 179.48 FEET, NORTH 60°51'25" EAST, 94.46 FEET, SOUTH 66°26'03" EAST, 173.24 FEET, NORTH 51°48'02" EAST, 237.00 FEET, NORTH 33°13'29" WEST, 36.00 FEET, NORTH 42°42'58" EAST, 222.00 FEET, NORTH 18°41'54" WEST, 38.36 FEET AND NORTH 47°17'02" WEST, 10.00 FEET TO THE MOST SOUTHERN CORNER OF LOT 71 AS SAID LOT IS SHOWN ON THE MAP OF 3400 FILED AUGUST 4, 1965 IN BOOK 106 OF MAPS AT PAGE 20; THENCE NORTH 42°58'20" EAST, 700.00 FEET TO THE MOST SOUTHERN CORNER OF LOT 78 OF SAID SUBDIVISION 3400 (106 M 20); THENCE SOUTH 48°01'40" EAST, 3.00 FEET; THENCE NORTH 41°58'20" EAST, 100.00 FEET; THENCE NORTH 48°01'40" WEST, 3.00 FEET TO THE MOST EASTERN CORNER OF SAID LOT 78, SUBDIVISION 3400 (106 M 20); THENCE NORTH 41°58'20" EAST, 300.00 FEET TO THE MOST EASTERN CORNER OF LOT 81 OF SAID SUBDIVISION 3400 (106 M 20), BEING THE MOST SOUTHERLY CORNER OF LOT 47 AS SAID LOT IS SHOWN ON THE MAP OF SUBDIVISION 3079 FILED OCTOBER 24, 1962 IN BOOK 90 OF MAPS AT PAGE 5; THENCE NORTH 41°58'20" EAST, 403.00 FEET; THENCE NORTH 0°07' EAST, 100.00 FEET ALONG THE EASTERN BOUNDARY OF SAID SUBDIVISION 3079 (90 M 5) TO THE NORTHEASTERN CORNER OF LOT 44 OF SAID SUBDIVISION 3079 (90 M 5), BEING A POINT ON THE SOUTHERN BOUNDARY OF BUCHANAN ROAD; THENCE WESTERLY ALONG SAID SOUTHERN BOUNDARY OF BUCHANAN ROAD 2,450 FEET, MORE OR LESS, TO THE MOST WESTERN CORNER OF LOT 87 AS SAID LOT IS SHOWN ON THE MAP OF SUBDIVISION 2327 FILED MAY 19, 1957 IN BOOK 67 OF MAPS AT PAGE 11; THENCE SOUTH 50°23'53" WEST, 249.91 FEET TO THE MOST WESTERLY CORNER OF LOT 90 OF SAID SUBDIVISION 2327 (67 M 11), ALSO BEING THE MOST NORTHERLY CORNER OF LOT 1 AS SAID LOT IS SHOWN ON THE MAP OF SUBDIVISION 2931 FILED JULY 27, 1961 IN BOOK 83 OF MAPS AT PAGE 31; THENCE SOUTHERLY ALONG THE WESTERN BOUNDARY OF SAID SUBDIVISION 2931 (83 M 31) THE FOLLOWING COURSES AND DISTANCES: SOUTH 50°23'53" WEST, 310.58 FEET, SOUTH 6°55'17" EAST, 865.00 FEET, SOUTH 18°52'43" WEST, 191.00 FEET TO THE MOST WESTERN CORNER OF LOT 16 OF SAID SUBDIVISION 2931 (83 M 31), ALSO

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BEING THE MOST NORTHERN CORNER OF LOT 1 AS SAID LOT IS SHOWN ON THE MAP OF SUBDIVISION 3064 FILED NOVEMBER 27, 1964 IN BOOK 101 OF MAPS AT PAGE 38; THENCE SOUTHERLY FOLLOWING THE WESTERLY BOUNDARY OF SAID SUBDIVISION 3064 (101 M 31) THE FOLLOWING COURSES AND DISTANCES: SOUTH 18°52'43" WEST, 207.30 FEET, SOUTH 4°44'48" EAST, 676.45 FEET, SOUTH 24°57'21" WEST, 306.59 FEET TO THE SOUTHWESTERN CORNER OF LOT 15 OF SAID SUBDIVISION 3064 (101 M 31), BEING A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF SECTION 29, T2N, R1E; THENCE WESTERLY ALONG SAID SOUTH LINE OF THE NORTH 1/2 OF SECTION 29, T2N, R1E, 873 FEET, MORE OR LESS, TO THE CENTERLINE OF KIRKER PASS ROAD; THENCE NORTHERLY ALONG SAID CENTERLINE OF KIRKER PASS ROAD, 1,550 FEET, MORE OR LESS, TO THE EASTERN EXTENSION OF THE SOUTHERN LINE OF LOT A AS SAID LOT IS SHOWN ON THE MAP OF SUBDIVISION 4929 FILED AUGUST 29, 1977 IN BOOK 201 OF MAPS AT PAGE 38; THENCE SOUTH 84°28'02" WEST, 236 FEET, MORE OR LESS, ALONG SAID EASTERN EXTENSION OF THE SOUTHERN LINE OF LOT A, SUBDIVISION 4929 (201 M 38), ALONG SAID SOUTHERN LINE AND ALONG THE WESTERLY EXTENSION THEREOF TO THE CENTER OF VALLEY VISTA, A ROAD, AS SAID ROAD IS SHOWN ON THE MAP OF SAID SUBDIVISION 4929 (201 M 38); THENCE NORTHERLY, ALONG SAID CENTER OF VALLEY VISTA, 290 FEET, MORE OR LESS, TO THE CENTER OF CASTLEWOOD DRIVE; THENCE WESTERLY ALONG SAID CENTER OF CASTLEWOOD DRIVE, 920 FEET, MORE OR LESS, TO THE CENTER OF BUCHANAN ROAD; THENCE NORTHEASTERLY ALONG THE CENTER OF BUCHANAN ROAD, 930 FEET, MORE OR LESS, TO A POINT THAT BEARS SOUTH 5°00'30" EAST FROM THE MOST EASTERLY CORNER OF LOT 1 AS SAID LOT IS SHOWN ON THE MAP OF SUBDIVISION 4268 FILED AUGUST 14, 1974 IN BOOK 172 OF MAPS AT PAGE 22; THENCE NORTH 5°00'30" WEST, 40 FEET TO SAID MOST EASTERLY CORNER OF LOT 1, SUBDIVISION 4268 (172 M 22); THENCE NORTHERLY ALONG THE EASTERN BOUNDARY OF SAID SUBDIVISION 4268 (172 M 22) THE FOLLOWING COURSES AND DISTANCES: NORTH 17°32' WEST, 79.12 FEET, NORTH 4°07'05" WEST, 125.32 FEET, NORTH 30°13'31" EAST, 133.09 FEET, NORTH 1°15'21" EAST, 223.85 FEET TO THE NORTHEASTERN CORNER OF SAID SUBDIVISION 4268 (172 M 22); THENCE NORTH 89°51' EAST, 538.21 FEET; THENCE SOUTH 73°15' EAST, 25 FEET TO THE CENTER OF RAMONA STREET; THENCE NORTH 16°45' EAST ALONG THE CENTER OF RAMONA STREET 415 FEET, MORE OR LESS, TO THE CENTER OF MARKS BOULEVARD; THENCE NORTH 89°51' EAST, 130 FEET, MORE OR LESS, ALONG THE CENTER OF SAID MARKS BOULEVARD TO THE SOUTHERLY EXTENSION OF THE WESTERLY BOUNDARY OF LOT 139 AS SHOWN ON THE MAP OF RIVERVIEW HEIGHTS UNIT NO. 1, FILED AUGUST 29, 1947 IN BOOK 33 OF MAPS AT PAGE 42; THENCE NORTH 16°45' EAST, 1,730 FEET, MORE OR LESS, TO THE NORTHEASTERN CORNER OF LOT 12 AS SAID LOT IS SHOWN ON THE MAP OF PITTSBURG HEIGHTS FILED JUNE 9, 1930 IN BOOK 21 OF MAPS AT PAGE 597; THENCE WESTERLY ALONG THE NORTHERN BOUNDARY OF SAID PITTSBURG HEIGHTS SUBDIVISION AND THE NORTHERN BOUNDARY OF SUBDIVISION 4823 AS SAID SUBDIVISION IS SHOWN ON THE MAP FILED MAY 14, 1976 IN BOOK 184 OF MAPS AT PAGE 26, 3,560 FEET, MORE OR LESS, TO THE NORTHWESTERN CORNER OF SAID SUBDIVISION 4823 (184 M 26), SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF THE 19.23 ACRE PARCEL OF LAND DESCRIBED AS PARCEL 2 IN THE DEED FROM THE CITY OF PITTSBURG TO THE PACIFIC GAS AND ELECTRIC COMPANY, RECORDED SEPTEMBER 19, 1952 IN BOOK 1994 OF OFFICIAL RECORDS AT PAGE 129; THENCE NORTH 0°19'30" EAST, ALONG THE EASTERN LINE OF SAID P G & E PARCEL AND THE NORTHERN EXTENSION THEREOF, 3,950

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FEET, MORE OR LESS, TO THE SOUTHERLY BOUNDARY OF WEST LELAND ROAD; THENCE SOUTHWESTERLY AND WESTERLY ALONG SAID SOUTHERN BOUNDARY OF WEST LELAND ROAD, 4,450 FEET, MORE OR LESS, TO THE MOST WESTERLY CORNER OF LOT 148 AS SAID LOT IS SHOWN ON THE MAP OF SUBDIVISION 5491 FILED JULY 7, 1979 IN BOOK 227 OF MAPS AT PAGE 32; THENCE SOUTH 17°34'24" WEST, 1,185.35 FEET; THENCE SOUTH 2°22'54" WEST, 559.00 FEET; THENCE SOUTH 82°40' WEST, 392.88 FEET; THENCE NORTH 7°20' WEST, 197.75 FEET; THENCE NORTH 25°50' EAST, 350.00 FEET; THENCE NORTH 64°10' WEST, 440.00 FEET; THENCE SOUTH 25°50' EAST, 200.00 FEET; THENCE NORTH 64°10' WEST, 270.00 FEET; THENCE NORTH 25°50' EAST, 200.00 FEET; THENCE NORTH 64°10' WEST, 240.00 FEET; THENCE SOUTH 17°37'37" WEST, 2536.81 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 24, T2N, R1W; THENCE WESTERLY ALONG SAID SOUTH LINE OF THE NORTH 1/2 OF SECTION 24, T2N, R1W, 1,250 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

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PARCEL THREE

ALL THAT REAL PROPERTY IN THE CITY OF PITTSBURG, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF BUCHANAN ROAD WITH THE EAST LINE OF SECTION 28, T2N, R1E, MDB&M; THENCE SOUTH 0°44'15" EAST, ALONG SAID EAST LINE OF SECTION 28, T2N, R1E, MDB&M, 2722.22 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 28; THENCE NORTH 88°52'11" WEST, 2642.65 FEET ALONG THE SOUTHERLY LINE OF SAID NORTHEAST QUARTER OF SECTION 28, T2N, R1E, MDB&M TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF SAID SECTION 28; THENCE NORTH 88°38'53" WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 28; 128.63 FEET; THENCE NORTH 21°35'11" EAST, 46.93 FEET; THENCE NORTH 0°41'36" WEST, 2185.92 FEET; THENCE NORTH 89°06'36" WEST, 282.62 FEET; THENCE NORTH 0°19'04" WEST, 469.92 FEET TO THE SOUTH LINE OF SAID BUCHANAN ROAD; THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF BUCHANAN ROAD 3,029.86 FEET TO THE POINT OF BEGINNING.

CONTAINING 174.47 ACRES, MORE OR LESS.

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**FOURTH AMENDMENT TO THE COMMUNITY DEVELOPMENT PLAN
FOR THE LOS MEDANOS COMMUNITY DEVELOPMENT PROJECT**

I. INTRODUCTION

The City Council of the City of Pittsburg adopted the Community Development Plan for the Los Medanos Community Development Project by Ordinance No. 80-798, adopted on November 17, 1980, as amended by Ordinance No. 83-844, adopted on November 28, 1983, as amended by Ordinance No. 93-1063, adopted on June 7, 1993, and as further amended by Ordinance No. 94-1089, adopted on January 3, 1995, (collectively, the "Plan"). The Plan, as amended, contains a time limit for the establishment of debt, advances and indebtedness (the "Debt Incurrence Limit") pursuant to the requirements of the Community Redevelopment Law ("CRL"). Health and Safety Code Section 33333.6(e)(2), effective January 1, 2002, permits an amendment to the Plan to eliminate the Debt Incurrence Limit. This Amendment has been prepared by the Redevelopment Agency of the City of Pittsburg (the "Agency") staff to effectuate the provisions of Health and Safety Code Section 33333.6(e)(2).

II. DELETIONS FROM PLAN

Part V.D., Section 504 of the Plan, which formerly read as follows, is hereby deleted in its entirety:

"The Agency shall not establish or incur loans, advances, or indebtedness to finance in whole or in part the Amended Merged Project beyond 40 years from the effective date of the ordinance adopting the Third Amendment to this Plan. Loans, advances, or indebtedness may be repaid over a period of time beyond said time limit. Such time limitation may be extended only by amendment of this Plan."

III. EFFECT OF AMENDMENT

All provisions of the Plan not specifically amended or repealed in this Amendment shall continue in full force and effect.

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May 6, 2003

State of California
County of Contra Costa
City of Pittsburg

I, Alice E. Evenson, Deputy City Clerk in and for said City Council, City of Pittsburg, County of Contra Costa, State of California, do hereby certify that the hereto attached and foregoing document is a full, true and correct copy of Ordinance No. 03-1207, on file in this office of said City, adopted at a regular meeting of the City Council of the City of Pittsburg on March 3, 2003.

WITNESS, my hand, and Official Seal
this 6th day of May, 2003:



Alice E. Evenson
Deputy City Clerk

END OF DOCUMENT

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RECORDED AT REQUEST OF:

REDEVELOPMENT AGENCY
OF THE CITY OF PITTSBURG

WHEN RECORDED MAIL TO:

Goldfarb & Lipman LLP
1300 Clay Street, 9th Floor
Oakland, CA 94612
Attn: Phuong Y. Lam



CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2007-0218065-00

Monday, JUL 30, 2007 13:30:45
FRE \$0.00

Ttl Pd \$0.00

Nbr-0003800521
1rc/R9/1-22

NO RECORDING FEE PURSUANT TO
GOVERNMENT CODE SECTION 27383

REVISED STATEMENT OF INSTITUTION OF REDEVELOPMENT PROCEEDINGS

**THE PROPERTY THAT IS SUBJECT TO THIS STATEMENT IS IN A
REDEVELOPMENT PROJECT AREA**

The Los Medanos Community Development Project Area (the "Project Area") is subject to the Community Development Plan for the Los Medanos Community Development Project Area (the "Plan"). The Project Area is situated in the City of Pittsburg, County of Contra Costa, State of California, and is more particularly described in the attached Exhibits A-1, A-2 and A-3.

Proceedings for the redevelopment of the Project Area have been instituted under the Plan and the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.).

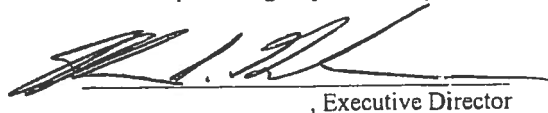
The Plan authorizes the use of eminent domain by the Redevelopment Agency of the City of Pittsburg (the "Agency") in the Project Area as set forth in the attached Exhibit B.

Unless the Plan is amended, the Agency must commence any eminent domain proceedings with respect to the Plan and the Project Area by not later than December 3, 2015, except that such proceedings must be commenced no later than the dates indicated below for the following subareas of the Project Area (depicted on the attached Exhibit C):

Marina View:	January 1, 2012
Riverside Mall	January 19, 2013
Neighborhood Development I:	July 17, 2015

Dated. June 22, 2007

Redevelopment Agency of the City of Pittsburg


_____, Executive Director

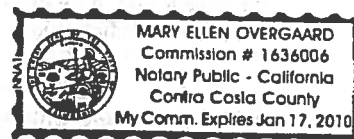
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STATE OF CALIFORNIA)
COUNTY OF Contra Costa)

On June 22, 2007 before me, Mary Ellen Overgaard
Notary Public, personally appeared Marc S. Grisham,
personally known to me ~~(or 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.

WITNESS my hand and official seal.

S.gnature Mary Ellen Overgaard (Seal)



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EXHIBIT A

LEGAL DESCRIPTION OF
LOS MEDANOS COMMUNITY DEVELOPMENT PROJECT AREA

The Project Area is described in two parts as follows:

1. Exhibit A-1 provides the legal description of the Project Area established through 1983.
2. Exhibit A-2 provides the legal description of the territory added to the Project Area as part of the Third Amendment to the Los Medanos Community Development Plan adopted by Ordinance No. 93-1063, dated June 7, 1993; and
3. Exhibit A-3 provides the legal description of the territory deleted from the Project Area as part of the Fifth Amendment to the Los Medanos Community Development Plan adopted by Ordinance No. 03-1213, dated on November 3, 2003.

EXHIBIT A-1

PARCEL ONE

ALL THAT REAL PROPERTY IN THE CITY OF PITTSBURG, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 14, T2N, R1W; THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF SECTION 14, T2N, R1W, 780 FEET, MORE OR LESS, TO A POINT, SAID POINT BEING 570 FEET EASTERLY OF THE NORTHWEST CORNER OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, T2N, R1W, SAID POINT ALSO BEING THE NORTHEAST CORNER OF PARCEL 7 AS SAID PARCEL IS DESCRIBED IN THE DEED FROM CATHAY LAND COMPANY TO ALBERT D. SEENO CONSTRUCTION COMPANY, RECORDED MAY 20, 1974 IN BOOK 7320 OF OFFICIAL RECORDS AT PAGE 402; THENCE SOUTHWESTERLY, 1,800 FEET, MORE OR LESS, ALONG THE EAST BOUNDARY OF SAID PARCEL 7 (7320 OR 402), AND ALONG THE CENTERLINE OF A GULCH, TO THE MOST SOUTHERLY CORNER OF SAID PARCEL 7 (7320 OR 402), BEING A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, T2N, R1W, AND DISTANT 1,562 FEET, MORE OR LESS, FROM THE NORTHEAST CORNER OF SAID WEST 1/2 OF THE WEST 1/4 OF SECTION 23, T2N, R1W; THENCE FROM SAID POINT, PARALLEL TO THE NORTH LINE OF SAID SECTION 23, T2N, R1W, WESTERLY 1,630 FEET; THENCE PARALLEL TO THE EAST LINE OF SECTION 22, T2N, R1W, SOUTHERLY, 400 FEET; THENCE AT RIGHT ANGLE WESTERLY 640 FEET; THENCE AT RIGHT ANGLE SOUTHERLY 530 FEET; THENCE AT RIGHT ANGLE WESTERLY 370 FEET, MORE OR LESS, TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 22, T2N, R1W; THENCE NORTHERLY, ALONG SAID WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 22, T2N, R1W, 2,500 FEET, MORE OR LESS, TO THE SOUTHERLY LINE OF SAID SECTION 15, T2N, R1W, MDB&M; THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF SAID SECTION 15 AND THE SOUTHERLY LINE OF SECTION 16, T2N, R1W, MDB&M, 6,520 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 16, T2N, R1W, MDB&M, THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTION 16, T2N, R1W, MDB&M, 4,057 FEET, MORE OR LESS, TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID STATE FREEWAY; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF THE STATE FREEWAY, 8,180 FEET, MORE OR LESS, TO THE WESTERN LINE OF SAID SECTION 14, T2N, R1W, MDB&M; THENCE EASTERLY ALONG SAID SOUTHERN BOUNDARY OF THE STATE FREEWAY, 1,055 FEET, MORE OR LESS, TO THE WESTERLY LINE OF THE EAST 1/2 OF SECTION 14, T2N, R1W; THENCE SOUTHERLY ALONG SAID WESTERLY LINE OF THE EAST 1/2 OF SECTION 14, T2N, R1W, 2,420 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL TWO

ALL THAT REAL PROPERTY IN THE CITY OF PITTSBURG, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN; THENCE NORTHERLY ALONG THE WESTERN LINE OF SAID SECTION 24, 2640 FEET, MORE OR LESS, TO THE SOUTHEASTERN CORNER OF SECTION 14, T2N, R1W; THENCE WESTERLY ALONG THE SOUTHERN LINE OF SAID SECTION 14, T2N, R1W, 886.15 FEET, MORE OR LESS TO THE SOUTHWESTERN CORNER OF PARCEL "B" AS SHOWN ON THE PARCEL MAP FILED JULY 13, 1971, IN BOOK 17 OF PARCEL MAPS AT PAGE 35, CONTRA COSTA COUNTY RECORDS; THENCE NORTH 0°45' WEST, 782.42 FEET AND NORTH 89°33'47"EAST, 454.78 FEET ALONG THE WESTERN AND NORTHERN LINES OF SAID PARCEL B (17PM35) TO THE NORTHEASTERN CORNER THEREOF, BEING THE SOUTHEASTERN CORNER OF PARCEL "A" OF SAID MAP (17PM35); THENCE NORTH 0°00'56" WEST ALONG THE EASTERN LINE OF SAID PARCEL A (17PM35) AND THE NORTHERLY EXTENSION THEREOF, 454 FEET, MORE OR LESS, TO THE NORTHERN BOUNDARY LINE OF WEST LELAND ROAD; THENCE EASTERLY ALONG SAID NORTHERN BOUNDARY OF WEST LELAND ROAD, 4,130 FEET, MORE OR LESS, TO THE SOUTHEASTERN CORNER OF SUBDIVISION 4732, FILED AUGUST 30, 1978, IN BOOK 217 OF MAPS AT PAGE 1; THENCE NORTH 17°34'24" EAST, 250.65 FEET TO THE NORTHEASTERN CORNER OF SAID SUBDIVISION 4732, BEING A POINT ON THE SOUTHERN BOUNDARY OF THE CONTRA COSTA CANAL; THENCE WESTERLY ALONG SAID SOUTHERN BOUNDARY OF THE CONTRA COSTA CANAL, 4,300 FEET, MORE OR LESS, TO THE EAST LINE OF SECTION 14, T2N, R1W; THENCE NORTHERLY ALONG SAID EAST LINE OF SECTION 14, T2N, R1W, 790 FEET, MORE OR LESS, TO THE SOUTH LINE OF THE STATE FREEWAY; THENCE EASTERLY, ALONG SAID SOUTH LINE OF THE STATE FREEWAY, 1,500 FEET, TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF SUBDIVISION 4137 AS SAID SUBDIVISION IS SHOWN ON THE MAP FILED FEBRUARY 25, 1972 IN BOOK 144 OF MAPS AT PAGE 14; THENCE NORTH 0°09'30" EAST, ALONG SAID EXTENSION OF THE WEST LINE OF SUBDIVISION 4137, 200 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID STATE FREEWAY; THENCE EASTERLY ALONG SAID NORTHERN BOUNDARY OF THE STATE FREEWAY, 5,300 FEET, MORE OR LESS, TO THE SOUTHEASTERN CORNER OF THE 8.47 ACRE PARCEL OF LAND DESCRIBED IN THE DEED FROM V. P. BAKER TO PACIFIC GAS AND ELECTRIC COMPANY, RECORDED JANUARY 31, 1962 IN BOOK 4047 OF OFFICIAL RECORDS AT PAGE 278; THENCE NORTH 0°19'30" EAST, 87.5 FEET ALONG THE EASTERN BOUNDARY OF SAID 8.47 ACRE P G & E PARCEL, TO THE NORTHEASTERN CORNER THEREOF; THENCE NORTH 89°30' WEST, 108.37 FEET ALONG THE NORTHERN LINE OF SAID 8.47 ACRE P G & E PARCEL TO THE SOUTHWESTERN CORNER OF THE 1.939 ACRE PARCEL DESCRIBED IN THE DEED TO P G & E RECORDED JULY 18, 1969, IN BOOK 5923 OF OFFICIAL RECORDS AT PAGE 167; THENCE NORTH 11°27'30" EAST, 987.16 FEET TO THE SOUTHERN LINE OF POLARIS DRIVE; THENCE WESTERLY ALONG SAID SOUTHERN LINE OF POLARIS DRIVE, ALONG THE ARC OF A CURVE HAVING A RADIUS OF 960 FEET, AN ARC DISTANCE OF 162.05 FEET AND NORTH 89°34'13" WEST, 1,421.50 FEET TO THE SOUTHERN EXTENSION OF THE EASTERN LINE OF SUBDIVISION 4765, AS SAID SUBDIVISION IS SHOWN ON THE MAP FILED JULY 7, 1978, IN BOOK 213 OF MAPS AT PAGE 32; THENCE NORTH 0°25'47" EAST, ALONG SAID SOUTHERN EXTENSION OF THE EASTERN LINE OF SUBDIVISION 4765 (213 M 32),

ALONG THE EASTERN LINE OF SAID SUBDIVISION 4765 (213 M 32) AND ALONG THE NORTHERN EXTENSION OF SAID EASTERN LINE OF SUBDIVISION 4765 (213 M 32), 1,320 FEET, MORE OR LESS, TO THE EASTERN EXTENSION OF THE SOUTHERN LINE OF SECTION 12, T2N, R1W; THENCE WESTERLY ALONG SAID EASTERN EXTENSION AND ALONG THE SOUTHERN LINE OF SAID SECTION 12, T2N, R1W, 5,300 FEET, MORE OR LESS, TO THE SOUTHWESTERN CORNER OF SAID SECTION 12, T2N, R1W; THENCE NORTH 1°11' EAST, 1,168.68 FEET TO THE SOUTHEASTERN LINE OF THE .695 ACRE PARCEL OF LAND DESCRIBED IN THE DEED FROM C. A. HOOPER & COMPANY TO SOUTHERN PACIFIC RAILROAD COMPANY, RECORDED AUGUST 7, 1930 IN BOOK 252 OF OFFICIAL RECORDS AT PAGE 40; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERN BOUNDARY OF SAID .695 ACRE SOUTHERN PACIFIC RAILROAD PARCEL (250 OR 40) 520 FEET, MORE OR LESS, TO THE MOST EASTERN CORNER THEREOF, BEING A POINT ON THE SOUTHERN BOUNDARY OF THE RIGHT OF WAY, 100 FEET IN WIDTH, OF THE SOUTHERN PACIFIC RAILROAD COMPANY; THENCE SOUTHEASTERLY ALONG SAID SOUTHERN LINE OF THE SOUTHERN PACIFIC RAILROAD COMPANY, SOUTH 71°18'16" EAST, 1869.17 FEET, MORE OR LESS, TO THE EASTERLY BOUNDARY PARCEL "A" AS SHOWN ON THE MAP OF SUBDIVISION 7204 FILED MAY 21, 1990 IN BOOK 347 OF MAPS AT PAGE 27; THENCE SOUTHERLY, ALONG SAID EASTERLY BOUNDARY OF PARCEL "A" SUBDIVISION 7204 (347 M 27), SOUTH 0°04' WEST, 791.15 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF WILLOW PASS ROAD; THENCE EASTERLY ALONG SAID NORTHERLY LINE OF WILLOW PASS ROAD THE FOLLOWING COURSES AND DISTANCES: SOUTH 89°06'35" EAST, 330.00 FEET, SOUTH 0°04' WEST, 12.00 FEET, SOUTH 89°06'35" EAST, 700.38 FEET, NORTH 88°39'21" EAST, 11.91 FEET, NORTH 87°24'18" EAST, 460.65 FEET, NORTH 6°56'35" EAST, 50.00 FEET, NORTH 87°24'18" EAST, 76.30 FEET, SOUTH 0°04' WEST, 49.92 FEET, NORTH 87°24'18" EAST, 288.33 FEET, 72°04'07" EAST, 138.31 FEET AND ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 190.00 FEET AN ARC DISTANCE OF 175.04 FEET TO THE SOUTHERLY LINE OF SAID SOUTHERN PACIFIC RAILROAD COMPANY; THENCE CONTINUING ALONG SAID WILLOW PASS ROAD NORTHERLY, NORTHEASTERLY AND EASTERLY 6,350 FEET, MORE OR LESS, TO THE SOUTHERN CORNER OF THE 1.81 ACRE PARCEL OF LAND DESCRIBED AS PARCEL TWO IN THE DEED FROM C. A. HOOPER & COMPANY TO THE PACIFIC GAS AND ELECTRIC COMPANY, RECORDED IN BOOK 1872 OF OFFICIAL RECORDS AT PAGE 189; THENCE NORTHERLY ALONG THE EASTERN BOUNDARY OF SAID P G & E 1.81 ACRE PARCEL 783.80 FEET TO THE NORTHEASTERN CORNER THEREOF, BEING A POINT ON THE SOUTHERN BOUNDARY OF THE RIGHT OF WAY OF THE SACRAMENTO NORTHERN RAILWAY COMPANY; THENCE EASTERLY ALONG SAID SOUTHERN BOUNDARY OF THE SACRAMENTO NORTHERN RAILWAY COMPANY, 1,400 FEET, MORE OR LESS, TO A POINT WHICH BEARS NORTH 83°42'30" WEST, 50.85 FEET FROM THE NORTHWESTERN CORNER OF THE "HOPE SUBDIVISION" AS SHOWN ON THE MAP FILED APRIL 13, 1948 IN BOOK 34 OF MAPS AT PAGE 43; THENCE NORTH 16°45' EAST, 101.69 FEET TO THE NORTHERN LINE OF SAID SACRAMENTO NORTHERN RAILWAY; THENCE SOUTH 83°42'30" EAST, 50.85 FEET, ALONG SAID NORTHERN LINE OF THE SACRAMENTO NORTHERN RAILWAY, TO THE SOUTHWESTERN CORNER OF PARCEL "B" AS SHOWN ON THE MAP FILED NOVEMBER 7, 1975, IN BOOK 41 OF PARCEL MAPS AT PAGE 8; THENCE NORTHERLY ALONG THE WESTERN BOUNDARY OF SAID PARCEL "B" ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1298.57 FEET, AN ARC DISTANCE OF 485.13 FEET AND NORTH 5°04'39" WEST, 876.41 FEET TO THE NORTHWESTERN CORNER OF SAID PARCEL "B" (41 PM 8); THENCE SOUTH 73°17'13" EAST, 498.91 FEET;

NORTH 16°45' EAST, 1,712.80 FEET; THENCE SOUTH 73°15' EAST, 26.95 FEET; THENCE NORTH 16°45' EAST, 600 FEET; THENCE NORTH 62°57'24" WEST, 315.48 FEET; THENCE NORTH 88°53'42" WEST, 284.74 FEET; THENCE NORTH 1°06'18" EAST, 25 FEET; THENCE NORTH 88°51'09" WEST, 219.58 FEET; THENCE NORTH 17°48'04" WEST, 16.97 FEET; THENCE SOUTH 88°52'32" EAST, 751.90 FEET; THENCE SOUTH 72°22'01" EAST, 663.78 FEET TO THE WESTERN LINE OF MONTEZUMA STREET EXTENDED NORTH; THENCE NORTH 16°45' EAST, 500 FEET, MORE OR LESS, TO THE NORTHERLY BOUNDARY LINE OF THE RANCHO LOS MEDANOS; THENCE NORTH 88°55' EAST, 52.50 FEET; THENCE NORTH 83°31' EAST, 160.16 FEET; THENCE NORTH 79°57' EAST, 540.1 FEET; THENCE SOUTH 19°47' WEST, 128.8 FEET; THENCE SOUTH 0°23' WEST, 680 FEET, MORE OR LESS, TO AN ANGLE POINT IN THE UNITED STATES GOVERNMENT PIERHEAD LINE IN NEW YORK SLOUGH, ESTABLISHED JANUARY 23, 1920; THENCE SOUTHEASTERLY ALONG SAID U. S. ENGINEER'S PIERHEAD LINE, 400 FEET, MORE OR LESS, TO THE INTERSECTION OF SAID PIERHEAD LINE WITH THE WESTERLY LINE OF YORK STREET EXTENDED; THENCE CONTINUING ALONG SAID PIERHEAD LINE, WESTERLY 1,900 FEET, MORE OR LESS, TO THE INTERSECTION OF SAID PIERHEAD LINE WITH THE WESTERLY LINE OF EAST STREET EXTENDED; THENCE CONTINUING WESTERLY ALONG SAID PIERHEAD LINE 3,500 FEET, MORE OR LESS, TO A POINT ON THE NORTHERN EXTENSION OF THE EASTERLY LINE OF THE 1.47 ACRE PARCEL OF LAND DESCRIBED AS PARCEL 5 IN THE DEED FROM HOWARD F. LAURITZEN, ET UX, TO THE UNITED STATES STEEL CORPORATION, RECORDED DECEMBER 20, 1954 IN BOOK 2441 OF OFFICIAL RECORDS AT PAGE 215; THENCE NORTH 16°45' EAST, 400 FEET, MORE OR LESS, TO THE CENTER OF NEW YORK SLOUGH; THENCE EASTERLY ALONG SAID CENTER OF NEW YORK SLOUGH, 5,100 FEET, MORE OR LESS, TO ITS INTERSECTION WITH THE CENTERLINE OF MIDDLE SLOUGH; THENCE SOUTHEASTERLY ALONG SAID CENTERLINE OF NEW YORK SLOUGH, 3,800 FEET, MORE OR LESS, TO THE NORTHERLY PROLONGATION OF THE WESTERLY LINE OF THE CONTRA COSTA CANAL SPILLWAY RIGHT OF WAY; THENCE SOUTHERLY ALONG SAID PROLONGATION, 1,350 FEET, MORE OR LESS, TO THE INTERSECTION THEREOF WITH THE NORTH BOUNDARY OF THE RANCHO LOS MEDANOS, SAID POINT BEING ON THE SAID WESTERLY LINE OF THE CONTRA COSTA CANAL SPILLWAY NORTH 0°19' E, 1863.7 FEET FROM THE INTERSECTION OF SAID WESTERLY LINE WITH THE NORTH RIGHT OF WAY LINE OF THE ATCHISON TOPEKA AND SANTA FE RAILWAY COMPANY; THENCE SOUTH 44°45'30" WEST, 35 FEET, MORE OR LESS, TO THE MOST EASTERLY CORNER OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO DOW CHEMICAL COMPANY, FILED JULY 15, 1977 IN BOOK 8419 OF OFFICIAL RECORDS OF CONTRA COSTA COUNTY AT PAGE 618; THENCE SOUTH 39°51'58" WEST, 1,836.41 FEET; THENCE SOUTH 0° EAST, 407.92 FEET TO THE NORTHERLY RIGHT OF WAY OF THE ATCHISON TOPEKA AND SANTA FE RAILWAY COMPANY; THENCE SOUTHERLY 100 FEET, MORE OR LESS, TO THE INTERSECTION OF THE WEST LINE OF SECTION 14, T2N, R1E, MDB&M WITH THE SOUTHERLY RIGHT OF WAY LINE OF SAID ATCHISON TOPEKA AND SANTA FE RAILWAY COMPANY; THENCE ALONG SAID WEST LINE OF SECTION 14, T2N, R1E, MDB&M, SOUTH 0°59'14" WEST, 2125.64 FEET, MORE OR LESS, TO THE WESTERLY LINE OF SAID CONTRA COSTA CANAL SPILLWAY; THENCE SOUTHWESTERLY ALONG SAID CONTRA COSTA CANAL SPILLWAY, 1,530 FEET, MORE OR LESS, TO A POINT AT THE INTERSECTION OF SAID WESTERLY LINE OF THE CONTRA COSTA CANAL SPILLWAY WITH THE NORTHERLY LINE OF THE RIGHT OF WAY OF THE SOUTHERN PACIFIC RAILWAY COMPANY; THENCE EASTERLY ALONG SAID SOUTHERN PACIFIC RAILWAY COMPANY RIGHT OF WAY, 3,520

FEET, MORE OR LESS, TO THE CENTERLINE OF SOMERSVILLE ROAD; THENCE SOUTHWESTERLY, ALONG SAID CENTERLINE OF SOMERSVILLE ROAD, 1,240 FEET, MORE OR LESS, TO THE NORTHERLY BOUNDARY OF SAID STATE FREEWAY; THENCE WESTERLY, ALONG SAID NORTHERLY BOUNDARY OF THE STATE FREEWAY, 5,900 FEET, MORE OR LESS, TO THE WESTERLY LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO CHEVRON USA RECORDED FEBRUARY 4, 1977 IN BOOK 8191 OF OFFICIAL RECORDS AT PAGE 577, SAID PARCEL COMMONLY KNOWN AS "STANDARD OIL AVENUE"; THENCE SOUTH 16°57'30" WEST, CROSSING SAID STATE FREEWAY 566.79 FEET TO THE SOUTHERLY BOUNDARY OF EAST LELAND ROAD; THENCE WESTERLY ALONG SAID SOUTHERLY BOUNDARY OF EAST LELAND ROAD, 2,300 FEET, MORE OR LESS, TO THE WESTERN BOUNDARY OF THE 109.5 ACRE PARCEL OF LAND DESCRIBED IN THE DEED TO CONTRA COSTA JUNIOR COLLEGE DISTRICT, RECORDED OCTOBER 26, 1962, IN BOOK 4231 OF OFFICIAL RECORDS AT PAGE 263; THENCE SOUTH 25°45' WEST, ALONG SAID WESTERN BOUNDARY OF SAID 109.9 ACRE JUNIOR COLLEGE PARCEL, 1,540 FEET, MORE OR LESS, TO THE SOUTHWESTERN CORNER THEREOF, BEING A POINT ON THE NORTHERN BOUNDARY OF THE RIGHT OF WAY, 100 FEET IN WIDTH, OF THE EAST BAY MUNICIPAL UTILITY DISTRICT; THENCE SOUTHERLY, 106 FEET, MORE OR LESS, CROSSING SAID STRIP TO A POINT WHICH BEARS NORTH 16°45'09" EAST, 50 FEET FROM THE NORTHWESTERN CORNER OF LOT 215, AS SAID LOT IS SHOWN ON THE MAP OF SUBDIVISION 3906, FILED APRIL 14, 1971, IN BOOK 136 OF MAPS AT PAGE 1; THENCE SOUTH 16°45'09" WEST, 1541.16 FEET TO THE SOUTHWESTERN CORNER OF SAID SUBDIVISION 3906, BEING A POINT ON THE NORTHERN BOUNDARY OF THE CONTRA COSTA CANAL; THENCE WESTERLY ALONG SAID NORTHERN BOUNDARY OF THE CONTRA COSTA CANAL, 1,850 FEET, MORE OR LESS, TO THE CENTER OF LOVERIDGE ROAD; THENCE NORTHERLY, ALONG SAID CENTER OF LOVERIDGE ROAD, 930 FEET, MORE OR LESS, TO THE CENTER OF STONEMAN AVENUE; THENCE WESTERLY ALONG SAID CENTER OF STONEMAN AVENUE, 3,600 FEET, MORE OR LESS, TO THE CENTER OF HARBOR STREET; THENCE SOUTHERLY ALONG SAID CENTER OF HARBOR STREET, 300 FEET, MORE OR LESS, TO THE SOUTHERN LINE OF SAID CONTRA COSTA CANAL; THENCE WESTERLY ALONG SAID SOUTHERN BOUNDARY OF THE CONTRA COSTA CANAL, 185 FEET, MORE OR LESS, TO THE NORTHWESTERN CORNER OF LOT 12 AS SAID LOT IS SHOWN ON THE MAP OF SUBDIVISION 3526 FILED NOVEMBER 10, 1965, IN BOOK 108 OF MAPS AT PAGE 21; THENCE SOUTHWESTERLY ALONG THE WESTERN BOUNDARY OF SAID SUBDIVISION 3526 (108 M 21), 950 FEET, MORE OR LESS, TO THE MOST WESTERN CORNER OF LOT 1 OF SAID SUBDIVISION 3526 (108 M 21); THENCE SOUTH 46°18'48" WEST, 75 FEET, MORE OR LESS, TO THE CENTER OF YOSEMITE DRIVE; THENCE SOUTH 38°15' EAST, 205 FEET, MORE OR LESS, TO THE CENTER OF SAID HARBOR STREET; THENCE SOUTH 0°01'40" WEST, 1,070 FEET, MORE OR LESS, TO THE NORTHERN BOUNDARY OF BUCHANAN ROAD; THENCE EASTERLY ALONG SAID NORTHERN BOUNDARY OF BUCHANAN ROAD, 2,270 FEET, MORE OR LESS, TO THE NORTHERN EXTENSION OF THE EASTERN LINE OF SUBDIVISION 4807 AS SAID SUBDIVISION IS SHOWN ON THE MAP FILED APRIL 27, 1977 IN BOOK 196 OF MAPS AT PAGE 1; THENCE SOUTH 1°44'13" EAST, 80 FEET, CROSSING SAID BUCHANAN ROAD, TO THE NORTHEASTERN CORNER OF LOT 82 OF SAID SUBDIVISION 4807 (196 M 1); THENCE SOUTH 1°44'13" EAST, 1,289 FEET, ALONG THE EASTERN LINE OF SAID SUBDIVISION 4807 (196 M 1)S TO THE SOUTHEASTERN CORNER OF LOT 97 OF SAID SUBDIVISION 4807, (196 M 1), BEING THE NORTHEASTERN CORNER OF LOT 240 AS SAID LOT IS SHOWN ON THE MAP OF SUBDIVISION 5085, FILED MARCH 15, 1978 IN BOOK 209 OF MAPS AT PAGE 12; THENCE

SOUTHERLY ALONG THE EASTERN BOUNDARY OF SAID SUBDIVISION 5086 (209 M 1) THE FOLLOWING COURSES AND DISTANCES: SOUTH 1°44'13" EAST, 282.59 FEET, SOUTH 10°29'13" EAST, 65.80 FEET, SOUTH 1°44'13" EAST, 130.00 FEET, SOUTH 5°23'47" WEST, 80.60 FEET AND SOUTH 1°44'13" EAST, 391.86 FEET TO THE SOUTHEASTERN CORNER OF LOT 252 OF SAID SUBDIVISION 5086 (209 M 1); THENCE SOUTH 1°44'13" EAST, 443.14 FEET TO THE SOUTHWESTERN CORNER OF LOT 444 AS SAID LOT IS SHOWN ON THE MAP OF SUBDIVISION 4201 FILED SEPTEMBER 14, 1972 IN BOOK 151 OF MAPS AT PAGE 17, BEING A POINT ON THE SOUTHERLY LINE OF THE NORTH 1/2 OF SECTION 28, T2N, R1E; THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF THE NORTH 1/2 OF SECTION 28, T2N, R1E, AND THE SOUTHERLY LINE OF THE NORTH 1/2 OF SECTION 29, T2N, R1E, 2,700 FEET, MORE OR LESS, TO THE SOUTHEASTERN CORNER OF LOT 66 AS SAID LOT IS SHOWN ON THE MAP OF SUBDIVISION 4549 FILED OCTOBER 23, 1975 IN BOOK 180 OF MAPS AT PAGE 26; THENCE NORTHERLY ALONG THE EASTERN BOUNDARY OF SAID SUBDIVISION 4549 THE FOLLOWING COURSES AND DISTANCES: NORTH 0°59'32" WEST, 242.61 FEET, NORTH 61°14'30" WEST, 7.59 FEET AND NORTH 0°59'11" WEST, 382.85 FEET TO THE MOST SOUTHERN CORNER OF LOT 219 AS SAID LOT IS SHOWN ON THE MAP OF SUBDIVISION 5085 FILED NOVEMBER 17, 1977 IN BOOK 204 OF MAPS AT PAGE 33; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY BOUNDARY OF SAID SUBDIVISION 5085 (204 M 33) THE FOLLOWING COURSES AND DISTANCES: NORTH 44°29'35" EAST, 169.32 FEET, NORTH 14°39'05" WEST, 79.07 FEET, NORTH 7°21'45" EAST, 179.48 FEET, NORTH 60°51'25" EAST, 94.46 FEET, SOUTH 66°26'03" EAST, 173.24 FEET, NORTH 51°48'02" EAST, 237.00 FEET, NORTH 33°13'29" WEST, 36.00 FEET, NORTH 42°42'58" EAST, 222.00 FEET, NORTH 19°41'54" WEST, 38.36 FEET AND NORTH 47°17'02" WEST, 10.00 FEET TO THE MOST SOUTHERN CORNER OF LOT 71 AS SAID LOT IS SHOWN ON THE MAP OF 3400 FILED AUGUST 4, 1965 IN BOOK 106 OF MAPS AT PAGE 20; THENCE NORTH 42°58'20" EAST, 700.00 FEET TO THE MOST SOUTHERN CORNER OF LOT 78 OF SAID SUBDIVISION 3400 (106 M 20); THENCE SOUTH 48°01'40" EAST, 3.00 FEET; THENCE NORTH 41°58'20" EAST, 100.00 FEET; THENCE NORTH 48°01'40" WEST, 3.00 FEET TO THE MOST EASTERN CORNER OF SAID LOT 78, SUBDIVISION 3400 (106 M 20); THENCE NORTH 41°58'20" EAST, 300.00 FEET TO THE MOST EASTERN CORNER OF LOT 81 OF SAID SUBDIVISION 3400 (106 M 20), BEING THE MOST SOUTHERLY CORNER OF LOT 47 AS SAID LOT IS SHOWN ON THE MAP OF SUBDIVISION 3079 FILED OCTOBER 24, 1962 IN BOOK 90 OF MAPS AT PAGE 5; THENCE NORTH 41°58'20" EAST, 403.00 FEET; THENCE NORTH 0°07' EAST, 100.00 FEET ALONG THE EASTERN BOUNDARY OF SAID SUBDIVISION 3079 (90 M 5) TO THE NORTHEASTERN CORNER OF LOT 44 OF SAID SUBDIVISION 3079 (90 M 5), BEING A POINT ON THE SOUTHERN BOUNDARY OF BUCHANAN ROAD; THENCE WESTERLY ALONG SAID SOUTHERN BOUNDARY OF BUCHANAN ROAD 2,450 FEET, MORE OR LESS, TO THE MOST WESTERN CORNER OF LOT 87 AS SAID LOT IS SHOWN ON THE MAP OF SUBDIVISION 2327 FILED MAY 19, 1957 IN BOOK 67 OF MAPS AT PAGE 11; THENCE SOUTH 50°23'53" WEST, 249.91 FEET TO THE MOST WESTERLY CORNER OF LOT 90 OF SAID SUBDIVISION 2327 (67 M 11), ALSO BEING THE MOST NORTHERLY CORNER OF LOT 1 AS SAID LOT IS SHOWN ON THE MAP OF SUBDIVISION 2931 FILED JULY 27, 1961 IN BOOK 83 OF MAPS AT PAGE 31; THENCE SOUTHERLY ALONG THE WESTERN BOUNDARY OF SAID SUBDIVISION 2931 (83 M 31) THE FOLLOWING COURSES AND DISTANCES: SOUTH 50°23'53" WEST, 310.58 FEET, SOUTH 6°55'17" EAST, 865.00 FEET, SOUTH 18°52'43" WEST, 191.00 FEET TO THE MOST WESTERN CORNER OF LOT 16 OF SAID SUBDIVISION 2931 (83 M 31), ALSO

BEING THE MOST NORTHERN CORNER OF LOT 1 AS SAID LOT IS SHOWN ON THE MAP OF SUBDIVISION 3064 FILED NOVEMBER 27, 1964 IN BOOK 101 OF MAPS AT PAGE 38; THENCE SOUTHERLY FOLLOWING THE WESTERLY BOUNDARY OF SAID SUBDIVISION 3064 (101 M 31) THE FOLLOWING COURSES AND DISTANCES: SOUTH 18°52'43" WEST, 207.30 FEET, SOUTH 4°44'48" EAST, 676.45 FEET, SOUTH 24°57'21" WEST, 306.59 FEET TO THE SOUTHWESTERN CORNER OF LOT 15 OF SAID SUBDIVISION 3064 (101 M 31), BEING A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF SECTION 29, T2N, R1E; THENCE WESTERLY ALONG SAID SOUTH LINE OF THE NORTH 1/2 OF SECTION 29, T2N, R1E, 873 FEET, MORE OR LESS, TO THE CENTERLINE OF KIRKER PASS ROAD; THENCE NORTHERLY ALONG SAID CENTERLINE OF KIRKER PASS ROAD, 1,550 FEET, MORE OR LESS, TO THE EASTERN EXTENSION OF THE SOUTHERN LINE OF LOT A AS SAID LOT IS SHOWN ON THE MAP OF SUBDIVISION 4929 FILED AUGUST 29, 1977 IN BOOK 201 OF MAPS AT PAGE 38; THENCE SOUTH 84°28'02" WEST, 236 FEET, MORE OR LESS, ALONG SAID EASTERN EXTENSION OF THE SOUTHERN LINE OF LOT A, SUBDIVISION 4929 (201 M 38), ALONG SAID SOUTHERN LINE AND ALONG THE WESTERLY EXTENSION THEREOF TO THE CENTER OF VALLEY VISTA, A ROAD, AS SAID ROAD IS SHOWN ON THE MAP OF SAID SUBDIVISION 4929 (201 M 38); THENCE NORTHERLY, ALONG SAID CENTER OF VALLEY VISTA, 290 FEET, MORE OR LESS, TO THE CENTER OF CASTLEWOOD DRIVE; THENCE WESTERLY ALONG SAID CENTER OF CASTLEWOOD DRIVE, 920 FEET, MORE OR LESS, TO THE CENTER OF BUCHANAN ROAD; THENCE NORTHEASTERLY ALONG THE CENTER OF BUCHANAN ROAD, 930 FEET, MORE OR LESS, TO A POINT THAT BEARS SOUTH 5°00'30" EAST FROM THE MOST EASTERLY CORNER OF LOT 1 AS SAID LOT IS SHOWN ON THE MAP OF SUBDIVISION 4268 FILED AUGUST 14, 1974 IN BOOK 172 OF MAPS AT PAGE 22; THENCE NORTH 5°00'30" WEST, 40 FEET TO SAID MOST EASTERLY CORNER OF LOT 1, SUBDIVISION 4268 (172 M 22); THENCE NORTHERLY ALONG THE EASTERN BOUNDARY OF SAID SUBDIVISION 4268 (172 M 22) THE FOLLOWING COURSES AND DISTANCES: NORTH 17°32' WEST, 79.12 FEET, NORTH 4°07'05" WEST, 125.32 FEET, NORTH 30°13'31" EAST, 133.09 FEET, NORTH 1°15'21" EAST, 223.85 FEET TO THE NORTHEASTERN CORNER OF SAID SUBDIVISION 4268 (172 M 22); THENCE NORTH 89°51' EAST, 538.21 FEET; THENCE SOUTH 73°15' EAST, 25 FEET TO THE CENTER OF RAMONA STREET; THENCE NORTH 16°45' EAST ALONG THE CENTER OF RAMONA STREET 415 FEET, MORE OR LESS, TO THE CENTER OF MARKS BOULEVARD; THENCE NORTH 89°51' EAST, 130 FEET, MORE OR LESS, ALONG THE CENTER OF SAID MARKS BOULEVARD TO THE SOUTHERLY EXTENSION OF THE WESTERLY BOUNDARY OF LOT 139 AS SHOWN ON THE MAP OF RIVERVIEW HEIGHTS UNIT NO. 1, FILED AUGUST 29, 1947 IN BOOK 33 OF MAPS AT PAGE 42; THENCE NORTH 16°45' EAST, 1,730 FEET, MORE OR LESS, TO THE NORTHEASTERN CORNER OF LOT 12 AS SAID LOT IS SHOWN ON THE MAP OF PITTSBURG HEIGHTS FILED JUNE 9, 1930 IN BOOK 21 OF MAPS AT PAGE 597; THENCE WESTERLY ALONG THE NORTHERN BOUNDARY OF SAID PITTSBURG HEIGHTS SUBDIVISION AND THE NORTHERN BOUNDARY OF SUBDIVISION 4823 AS SAID SUBDIVISION IS SHOWN ON THE MAP FILED MAY 14, 1976 IN BOOK 184 OF MAPS AT PAGE 26, 3,560 FEET, MORE OR LESS, TO THE NORTHWESTERN CORNER OF SAID SUBDIVISION 4823 (184 M 26), SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF THE 19.23 ACRE PARCEL OF LAND DESCRIBED AS PARCEL 2 IN THE DEED FROM THE CITY OF PITTSBURG TO THE PACIFIC GAS AND ELECTRIC COMPANY, RECORDED SEPTEMBER 19, 1952 IN BOOK 1994 OF OFFICIAL RECORDS AT PAGE 129; THENCE NORTH 0°19'30" EAST, ALONG THE EASTERN LINE OF SAID P G & E PARCEL AND THE NORTHERN EXTENSION THEREOF, 3,950

FEET, MORE OR LESS, TO THE SOUTHERLY BOUNDARY OF WEST LELAND ROAD; THENCE SOUTHWESTERLY AND WESTERLY ALONG SAID SOUTHERN BOUNDARY OF WEST LELAND ROAD, 4,450 FEET, MORE OR LESS, TO THE MOST WESTERLY CORNER OF LOT 148 AS SAID LOT IS SHOWN ON THE MAP OF SUBDIVISION 5491 FILED JULY 7, 1979 IN BOOK 227 OF MAPS AT PAGE 32; THENCE SOUTH 17°34'24" WEST, 1,185.35 FEET; THENCE SOUTH 2°22'54" WEST, 559.00 FEET; THENCE SOUTH 82°40' WEST, 392.88 FEET; THENCE NORTH 7°20' WEST, 197.75 FEET; THENCE NORTH 25°50' EAST, 350.00 FEET; THENCE NORTH 64°10' WEST, 440.00 FEET; THENCE SOUTH 25°50' EAST, 200.00 FEET; THENCE NORTH 64°10' WEST, 270.00 FEET; THENCE NORTH 25°50' EAST, 200.00 FEET; THENCE NORTH 64°10' WEST, 240.00 FEET; THENCE SOUTH 17°37'37" WEST, 2536.81 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 24, T2N, R1W; THENCE WESTERLY ALONG SAID SOUTH LINE OF THE NORTH 1/2 OF SECTION 24, T2N, R1W, 1,250 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL THREE

ALL THAT REAL PROPERTY IN THE CITY OF PITTSBURG, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF BUCHANAN ROAD WITH THE EAST LINE OF SECTION 28, T2N, R1E, MDB&M; THENCE SOUTH 0°44'15" EAST, ALONG SAID EAST LINE OF SECTION 28, T2N, R1E, MDB&M, 2722.22 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 28; THENCE NORTH 88°52'11" WEST, 2642.65 FEET ALONG THE SOUTHERLY LINE OF SAID NORTHEAST QUARTER OF SECTION 28, T2N, R1E, MDB&M TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF SAID SECTION 28; THENCE NORTH 88°38'53" WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 28; 128.63 FEET; THENCE NORTH 21°35'11" EAST, 46.93 FEET; THENCE NORTH 0°41'36" WEST, 2185.92 FEET; THENCE NORTH 89°06'36" WEST, 282.62 FEET; THENCE NORTH 0°19'04" WEST, 469.92 FEET TO THE SOUTH LINE OF SAID BUCHANAN ROAD; THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF BUCHANAN ROAD 3,029.86 FEET TO THE POINT OF BEGINNING.

CONTAINING 174.47 ACRES, MORE OR LESS.



EXHIBIT A-2

LEGAL DESCRIPTION OF THE THIRD AMENDMENT AREAS
THIRD AMENDMENT TO THE LOS MEDANOS COMMUNITY DEVELOPMENT PLAN
PITTSBURG REDEVELOPMENT AGENCY

APRIL 9, 1992

AMENDMENT AREA A-1

ALL THAT REAL PROPERTY IN THE CITY OF PITTSBURG, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE INTERSECTION OF THE EAST LINE OF SECTION 15, T2N, R1W, MDB&M, WITH THE SOUTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY 4, SAID POINT BEING ON THE EXISTING BOUNDARY OF THE LOS MEDANOS COMMUNITY DEVELOPMENT PROJECT AREA; THENCE ALONG SAID EXISTING BOUNDARY OF THE LOS MEDANOS COMMUNITY DEVELOPMENT PROJECT AREA THE FOLLOWING COURSES AND DISTANCES: SOUTH 1'00' EAST, 73.29 FEET, SOUTH 0'44'12" EAST, 399.99 FEET, SOUTH 25'42'45" WEST, 1087.67 FEET, SOUTH 88'55'03" WEST, 418.07 FEET, SOUTH 19'10'26" WEST, 1298.43 FEET, SOUTH 0'20' WEST, 109.2 FEET TO THE SOUTHERLY LINE OF SAID SECTION 15, T2N, R1W, MDB&M; THENCE LEAVING THE EXISTING BOUNDARY OF THE LOS MEDANOS COMMUNITY DEVELOPMENT PROJECT AREA WESTERLY ALONG SAID SOUTHERLY LINE OF SAID SECTION 15 AND THE SOUTHERLY LINE OF SECTION 16, T2N, R1W, MDB&M, 6,520 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 16, T2N, R1W, MDB&M, THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTION 16, T2N, R1W, MDB&M, 4,057 FEET, MORE OR LESS, TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID STATE HIGHWAY 4; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY 4, 8,180 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

CONTAINING 644.2 ACRES, MORE OR LESS.

AMENDMENT AREA A-2

ALL THAT REAL PROPERTY IN THE CITY OF PITTSBURG, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY EXTENSION OF THE EAST LINE OF MONTEZUMA STREET WITH THE NORTH LINE OF THE RIGHT OF WAY OF THE ATCHESON, TOPEKA AND SANTA FE RAILWAY COMPANY, SAID POINT BEING THE SOUTHWEST CORNER OF PARCEL B AS SAID LOT IS SHOWN ON THE PARCEL MAP FILED NOVEMBER 16, 1979 IN BOOK 82 OF PARCEL MAPS AT PAGE 40, CONTRA COSTA COUNTY RECORDS, SAID POINT ALSO BEING A POINT ON THE EXISTING BOUNDARY OF THE LOS MEDANOS COMMUNITY DEVELOPMENT PROJECT AREA; THENCE ALONG SAID BOUNDARY SOUTH 16'45' WEST, 727.0 FEET TO THE NORTHERLY LINE OF NORTH PARKSIDE DRIVE; THENCE WESTERLY ALONG SAID BOUNDARY 9,280 FEET, MORE OR LESS, TO AN ANGLE POINT IN SAID EXISTING BOUNDARY OF THE LOS MEDANOS COMMUNITY DEVELOPMENT PROJECT

AREA; THENCE NORTHERLY ALONG SAID BOUNDARY, NORTH 0°04' EAST, 42.0 FEET TO THE NORTHERLY LINE OF WILLOW PASS ROAD; THENCE LEAVING SAID BOUNDARY, EASTERLY ALONG SAID NORTHERLY LINE OF WILLOW PASS ROAD, 2,100 FEET, MORE OR LESS, TO THE SOUTHERLY RIGHT OF WAY LINE OF THE SOUTHERN PACIFIC RAILROAD COMPANY; THENCE CONTINUING ALONG SAID WILLOW PASS ROAD NORTHERLY, NORTH-EASTERLY AND EASTERLY 6,350 FEET, MORE OR LESS, TO THE EXISTING BOUNDARY OF THE LOS MEDANOS COMMUNITY DEVELOPMENT PROJECT AREA; THENCE ALONG SAID EXISTING BOUNDARY OF THE LOS MEDANOS COMMUNITY DEVELOPMENT PROJECT AREA THE FOLLOWING COURSES AND DISTANCES: SOUTH 0°18' WEST, 30.00 FEET, SOUTH 89°42' EAST, 206.15 FEET, SOUTH 0°18' WEST, 40.00 FEET, NORTH 89°42' WEST, 19.43 FEET, SOUTH 16°45' WEST, 216.00 FEET, SOUTH 89°42' EAST, 1,064.75 FEET, SOUTH 16°45' WEST, 427.75 FEET AND ON A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 598.69 FEET, AN ARC DISTANCE OF 466.73 FEET, SOUTH 89°09' EAST, 948.35 FEET TO THE POINT OF BEGINNING.

CONTAINING 208.03 ACRES, MORE OR LESS.

AMENDMENT AREA A-3

ALL THAT REAL PROPERTY IN THE CITY OF PITTSBURG, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE INTERSECTION OF THE EAST LINE OF COLUMBIA STREET WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF EAST SANTA FE AVENUE, SAID POINT BEING ON THE EXISTING BOUNDARY OF THE LOS MEDANOS COMMUNITY DEVELOPMENT PROJECT AREA; THENCE NORTHERLY ALONG SAID EXISTING BOUNDARY OF THE LOS MEDANOS COMMUNITY DEVELOPMENT PROJECT AREA 2,550 FEET, MORE OR LESS, TO THE SOUTHERLY LINE OF A ROAD FORMERLY KNOWN AS EAST THIRD STREET; THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF EAST THIRD STREET, SOUTH 73°15' EAST, 369.81 FEET; THENCE NORTH 16°45' EAST TO THE CENTER OF NEW YORK SLOUGH AND THE EXISTING CITY BOUNDARY; THENCE EASTERLY ALONG SAID CENTER OF NEW YORK SLOUGH TO ITS INTERSECTION WITH THE CENTERLINE OF MIDDLE SLOUGH; THENCE SOUTH-EASTERLY ALONG SAID CENTERLINE OF NEW YORK SLOUGH TO THE NORTHERLY PROLONGATION OF THE WESTERLY LINE OF THE CONTRA COSTA CANAL SPILLWAY RIGHT OF WAY; THENCE SOUTHERLY ALONG SAID PROLONGATION TO THE INTERSECTION THEREOF WITH THE NORTH BOUNDARY OF THE RANCHO LOS MEDANOS, SAID POINT BEING ON THE SAID WESTERLY LINE OF THE CONTRA COSTA CANAL SPILLWAY NORTH 0°19' E, 1863.7 FEET FROM THE INTERSECTION OF SAID WESTERLY LINE WITH THE NORTH RIGHT OF WAY LINE OF THE ATCHESON TOPEKA AND SANTA FE RAILWAY COMPANY; THENCE SOUTH 44°45'30" WEST, 35 FEET, MORE OR LESS, TO THE MOST EASTERLY CORNER OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO DOW CHEMICAL COMPANY, FILED JULY 15, 1977 IN BOOK 8419 OF OFFICIAL RECORDS OF CONTRA COSTA COUNTY AT PAGE 618; THENCE SOUTH 39°51'58" WEST, 1836.41 FEET; THENCE SOUTH 0° EAST, 407.92 FEET TO THE NORTHERLY RIGHT OF WAY OF THE ATCHESON TOPEKA AND SANTA FE RAILWAY COMPANY; THENCE SOUTHERLY 100 FEET, MORE OR LESS, TO THE INTERSECTION OF THE WEST LINE OF SECTION 14, T2N, R1E, MDB&M WITH THE SOUTHERLY RIGHT OF WAY LINE OF SAID ATCHESON TOPEKA AND SANTA FE RAILWAY COMPANY; THENCE

ALONG SAID WEST LINE OF SECTION 14, T2N, R1E, MDB&M, SOUTH 0°59'14" WEST, 2125.64 FEET, MORE OR LESS, TO THE WESTERLY LINE OF SAID CONTRA COSTA CANAL SPILLWAY; THENCE SOUTHWESTERLY ALONG SAID CONTRA COSTA CANAL SPILLWAY, 1,530 FEET, MORE OR LESS, TO A POINT AT THE INTERSECTION OF SAID WESTELY LINE OF THE CONTRA COSTA CANAL SPILLWAY WITH THE NORTHERLY LINE OF THE RIGHT OF WAY OF THE SOUTHERN PACIFIC RAILWAY COMPANY, SAID POINT BEING ON THE EXISTING BOUNDARY OF THE LOS MEDANOS COMMUNITY DEVELOPMENT PROJECT AREA; THENCE CONTINUING WESTERLY AND NORTHERLY ALONG SAID EXISTING BOUNDARY OF THE LOS MEDANOS COMMUNITY DEVELOPMENT PROJECT AREA TO THE POINT OF BEGINNING.

CONTAINING 1,168 ACRES, MORE OR LESS.

AMENDMENT AREA A-4

ALL THAT REAL PROPERTY IN THE CITY OF PITTSBURG, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF BUCHANAN ROAD WITH THE EAST LINE OF SECTION 28, T2N, R1E, MDB&M; THENCE SOUTH 0°44'15" EAST, ALONG SAID EAST LINE OF SECTION 28, T2N, R1E, MDB&M, 2722.22 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 28; THENCE NORTH 88°52'11" WEST, 2642.65 FEET ALONG THE SOUTHERLY LINE OF SAID NORTHEAST QUARTER OF SECTION 28, T2N, R1E, MDB&M TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF SAID SECTION 28; THENCE NORTH 88°38'53" WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 28; 128.63 FEET; THENCE NORTH 21°35'11" EAST, 46.93 FEET; THENCE NORTH 0°41'36" WEST, 2185.92 FEET; THENCE NORTH 89°06'36" WEST, 282.62 FEET; THENCE NORTH 0°19'04" WEST, 469.92 FEET TO THE SOUTH LINE OF SAID BUCHANAN ROAD; THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF BUCHANAN ROAD 3,029.86 FEET TO THE POINT OF BEGINNING.

CONTAINING 174.47 ACRES, MORE OR LESS.

EXHIBIT A-3

(613500)

March 19, 2001

LEGAL DESCRIPTION

**DELETION TO THIRD AMENDMENT TO THE
COMMUNITY DEVELOPMENT PLAN FOR THE
LOS MEDANOS COMMUNITY DEVELOPMENT PROJECT
REDEVELOPMENT AGENCY**

This Legal Description is to be used in conjunction with the Boundary Map of Deletion to Third Amendment to the Community Development Plan for the Los Medanos Community Development Project located in the City of Pittsburg. The course numbers on the description correspond with the course number shown on the Boundary Map. All of that certain real property in the County of Contra Costa, State of California, described as follows:

SUBAREA A

Point Of Beginning

Beginning at the intersection of the northeasterly Right-of-Way Line of Sacramento Northern Railroad (34 feet wide) with the southeasterly Right-of-Way line of abandoned Columbia Street (50 feet wide); thence

1. North 16°45' East a distance of 2,115 feet more or less, along said easterly Right-of-Way line to its intersection with the southwesterly Right-of-Way line of abandoned East Third Street; thence
2. South 73° 15' East a distance of 454.30 feet, more or less, along said southwesterly Right-of-Way line; thence
3. North 16°45' East a distance of 270.34 feet more or less to its intersection with the southwesterly line of the New York Slough; thence

FOLLOWING THE SOUTH WESTERLEY LINE OF THE NEW YORK SLOUGH

4. South 74° 30' East a distance of 219.45 feet more or less; thence
5. North 73° 30' East a distance of 47.10 feet more or less; thence
6. North 26° 31' East a distance of 156.27 feet more or less; thence
7. North 66° 50' East a distance of 159 feet more or less; thence
8. North 59° 30' East a distance of 163 feet more or less; thence
9. North 77° 00' East a distance of 137 feet more or less; thence
10. North 75° 15' East a distance of 107 feet more or less; thence
11. Northeast 68° 00' a distance of 83 feet more or less; thence
12. North 87° 49' 15" East a distance of 64.01 feet more or less; thence
13. Northeast 62° 54' a distance of 101.44 feet more or less; thence
14. North 71° 32' East a distance of 100.94 feet more or less; thence
15. South 76° 10' East a distance of 78 feet more or less; thence
16. South 69° 10' East a distance of 212 feet more or less; thence
17. South 70° 35' East a distance of 857.72 feet more or less; thence
18. South 80° 50' East a distance of 192.75 feet more or less; thence

LEAVING THE SOUTHWESTERLY LINE OF THE NEW YOUR SLOUGH

19. South 17° 50' 18" West a distance of 682.26 feet more or less to the north line of the vacated Pittsburg Waterfront Road; thence

(613500)

FOLLOWING THE EASTERLY AND NORTHERLY LINES OF VACATED PITTSBURG WATERFRONT ROAD

20. South 42°9'42" East a distance of 80.01 feet more or less along a 40 radius curve concave to the Southeast; thence
21. Southeasterly a distance of 62.86 feet more or less along said curve; thence
22. South 12°50'18" West a distance of 142.08 feet more or less to the beginning of tangent curve concave to the East having a radius of 285 feet; thence
23. Southerly a distance of 223.84 feet more or less along said curve; thence
24. South 27°09'42" East a distance of 348.27 feet more or less its intersection with a tangent curve concave to the Northeast having a radius of 42 feet; thence
25. Easterly a distance of 33 feet more or less; thence
26. South 72°09'36" East a distance of 413.53 feet more or less to its intersection with west line of the Atchison Topeka and Santa Fe Railroad; thence

LEAVING VACATED PITTSBURG ROAD AND FOLLOWING THE ATCHISON TOPEKA AND SANTE FE RAILROAD RIGHT-OF-WAY LINE

27. South 17° West a distance of 650 feet more or less along said west line to its intersection with the north line of Pittsburg Waterfront Road; thence
28. North 17°50'09" East a distance of 140 feet more or less along said north line to its intersection with a non tangent curve concave to the Southeast having a radius of 710 feet on the Southeasterly line of Atchison Topeka and Santa Fe Railroad Right-of-Way line; thence
29. Northeast a distance of 450 feet more or less along said curve to the beginning of a reverse curve to the Northwest having a radius of 800 feet; thence
30. Northerly a distance of 870 feet more or less along said curve; thence
31. North 17° East a distance of 250 feet more or less; thence
32. North 73° West a distance of 90 feet more or less; thence
33. South 17° West a distance of 250 feet more or less to the beginning of a tangent curve concave Northeasterly having a radius of 710 feet; thence
34. Northwesterly a distance of 800 feet more or less along said curve to the beginning of a non-tangent curve concave easterly having a radius of 800 feet; thence
35. Northeasterly a distance of 400 feet more or less along said curve; thence
36. North 17° East a distance of 500 feet more or less; thence
37. North 73° West a distance of 90 feet more or less; thence
38. South 17° West a distance of 500 feet more or less to the beginning of a tangent curve concave Westerly having a radius of 710 feet; thence
39. Southwesterly a distance of 580 feet more or less along to the beginning of a reverse curve concave Southeasterly having a radius of 800 feet; thence
40. Southerly a distance of 250 feet more or less along said curve; thence
41. North 17° East a distance of 300 feet more or less to the beginning of a tangent curve concave Southwesterly having a radius of 300 feet; thence
42. Northwesterly a distance of 120 feet more or less along said curve; thence
43. North 17° East a distance of 1,200 feet more or less; thence
44. North 73° West a distance of 8.5 feet more or less leaving the Atchison Topeka and Santa Fe Railroad Right-of-Way line; thence
45. South 17° West a distance of 1,430 feet more or less to its intersection with the Southwesterly line of the New York Slough; thence

FOLLOWING THE SOUTHWEST NEW YORK SLOUGH

46. North 71°57'15" East a distance of 558.81 feet more or less; thence
47. North 62°51'48" East a distance of 183.24 feet more or less; thence
48. South 74°37'45" East a distance of 405.61 feet more or less; thence
49. South 61°61'58" East a distance of 122.80 feet more or less; thence

(613500)

50. North 16° East a distance or 129.17 feet more or less to the beginning of a non-tangent curve concave southwesterly having a 2,780 feet radius; thence
51. Southeasterly a distance of 270 feet more or less along said curve; thence
52. North 16° East a distance of 30 feet more or less; thence
53. Southeasterly a distance of 126.48 feet more or less; thence
54. Southeasterly a distance of 141.53 feet more or less; thence
55. Southeasterly a distance of 440.67 feet more or less; thence
56. South 56°45' East a distance of 94.10 feet more or less; thence
57. South 17°19'30" East a distance of 110.37 feet more or less; thence
58. South 63°31'52" East a distance or 484.66 feet more or less; thence
59. South 54°32'30" East a distance of 392.02 feet more or less; thence
60. South 71°05'30" East a distance or 563.68 feet more or less; thence
61. South 78°47'30" East a distance of 496.88 feet more or less; thence

LEAVING THE SOUTHWESTERLY LINE OF THE NEW YORK SLOUGH

62. South a distance of 2,399.57 feet more or less to its intersection with the North Right-of-Way line of the Atchison Topeka and Santa Fe Railroad; thence
63. North 89°45' West a distance or 902.16 feet more or less along said Northerly Right-of-Way line; thence
64. North 89°36'30" East a distance of 179.79 feet more or less along said Northerly Right-of-Way line to the beginning of a 5,679.65 foot radius tangent curve, concave northwesterly; thence
65. Northwesterly a distance of 1384.61 feet more or less along said curve and northeasterly Right-of-Way line to its intersection with east line of PG&E; thence
66. North 17°41'46" East a distance of 422.85 feet more or less along said Southeast line to its intersection with northeast line of PG&E; thence
67. South 42°18' West a distance of 19.52 feet more or less along said Northeast line to its intersection with southeast line of PG&E; thence
68. North 17°41'46" East a distance of 518.82 feet more or less along said Southeast line to its intersection with northeast line of PG&E; thence
69. South 42°18' West a distance of 60 feet more or less along said Northeast line to its intersection with northwest line of PG&E; thence
70. South 17°41'46" West a distance or 941.67 feet more or less along said Northwest line to its intersection the northwesterly line of the Atchison Topeka and Santa Fe Railroad; thence
71. North 74°19' West a distance of 230 feet along said Northwest line to its intersection with the northeast line of the Atchison Topeka and Santa Fe Railroad; thence
72. North 15°41' East a distance of 30 feet more or less along said Northeast line to its intersection with the northeast line of the Atchison Topeka and Santa Fe Railroad; thence
73. North 74°19' West a distance of 784 feet more or less along said Northeast line to its intersection with southeast Right-of-Way line of the Loveridge Road; thence
74. North 18°45'15" East a distance of 60 feet more or less along said Southeast line to its intersection with the southeasterly prolongation of the Northeast line of the Sacramento Northern Railroad; thence
75. North 74°34' West a distance of 4,600 feet to the Point of Beginning

EXCEPTION NO. 1

Point Of Beginning

Beginning at the Southwesterly terminus of that course in the Southwesterly line of the New York Slough having a bearing and distance of South 17°19'30" West also being course number 57 as

(613500)

previously described in Subarea A; thence South 17° West a distance of 480 feet more or less to the Point of Beginning; thence

1. South 16°35'38" West a distance of 392.46 feet more or less; thence
2. North 72°57'44" West a distance of 39.52 feet more or less; thence
3. South 16°42'09" West a distance of 67.77 feet more or less; thence
4. North 73°02'25" West a distance of 419.07 feet more or less; thence
5. North 16°56'46" East a distance of 460.08 feet more or less; thence
6. South 73°03'01" East a distance of 455.88 feet to the Point of Beginning

SUBAREA B

Point Of Beginning

Beginning at the intersection of the Westerly Right-of-Way Line of Loveridge Road with the Northerly Right-of-Way line of State Highway; thence

1. North 66°04'09" West a distance of 287.03 feet more or less along said Northerly line to its intersection with Westerly line of Parcel A of Parcel Map filed in Book 136 page 1 of Parcel Maps; thence
2. North 17°51'21" East a distance of 422.37 feet more or less along said west line to its intersection with North line of said Parcel Map (136PM1); thence
3. South 66°04'09" East a distance of 247.94 feet more or less along said North line to its intersection with Northeast line of said Parcel Map (136PM1); thence
4. South 17°37'05" East a distance of 220 feet more or less along said northeast line to its intersection with Northeast line of said Parcel Map (136PM1); thence
5. South 30° East distance of 75.43 feet more or less along said line to its intersection with Northwest Right-of-Way line of Loveridge Road; thence
6. South 48°03'55" West a distance of 215.08 feet more or less along said Northwest Right-of-Way line to its intersection with Northeast Right-of-Way line to State Highway; thence
7. Southwesterly along a 50 feet radius tangent curve concave northwesterly a distance of 57.48 feet more or less to the Point of Beginning.

SUBAREA C

Point Of Beginning

1. Beginning at the intersection of the Southeast line of Parcel "B" of Licensed Surveyors Map filed in Book 63 page 41 of Licensed Surveyor maps (63LSM41) with the Southwesterly Right-of-Way line of SPRR; thence West a distance of 1,026.68 feet more or less along said Southwest Right-of-Way line to its intersection; thence
2. South 10°13'45" West a distance of 175.87 feet more or less along said east line to its intersection; thence
3. South 25°58'20" East a distance of 445.54 feet more or less along said Northwest Right-of-Way line of its intersection with Northwest Right-of-Way line of Loveridge Road; thence
4. South 48°05'27" West a distance of 105.10 feet more or less; thence
5. Along a 960 feet radius tangent curve concave to Northwest a distance of 215.10 feet; thence
6. North 24°17'48" West a distance of 12.00 feet more or less; thence
7. Along a 949 feet radius tangent curve concave to Northwest a distance of 70.20 feet; thence
8. South 71°52'15" West a distance of 313.47 feet more or less; thence
9. South 69°55'08" West a distance of 225.59 feet more or less; thence
10. Along a 460 feet radius tangent curve concave to North a distance of 364.22 feet; thence
11. North 64°42'10" West a distance of 155.0 feet more or less; thence

(613500)

12. Along a 932 foot radius tangent curve concave Southeasterly a distance of 125.08 feet;
thence
13. North $17^{\circ}43'29''$ East a distance of 1,242.90 feet more or less to the Point of Beginning.

EXHIBIT B
PROPERTY ACQUISITION BY EMINENT DOMAIN POLICY

The Agency may acquire, but is not required to acquire, any real property located in the Project Area by gift, devise, exchange, lease, purchase, eminent domain or any other lawful method.

It is in the public interest and is necessary in order to execute the Plan for the power of eminent domain to be employed by the Agency to acquire real property in all portions of the Project Area.

No eminent domain proceeding to acquire property within the Project Area shall be commenced after December 3, 2015, except that such proceedings must be commenced no later than the dates indicated below for the following subareas of the Project Area (depicted on the attached Exhibit B).

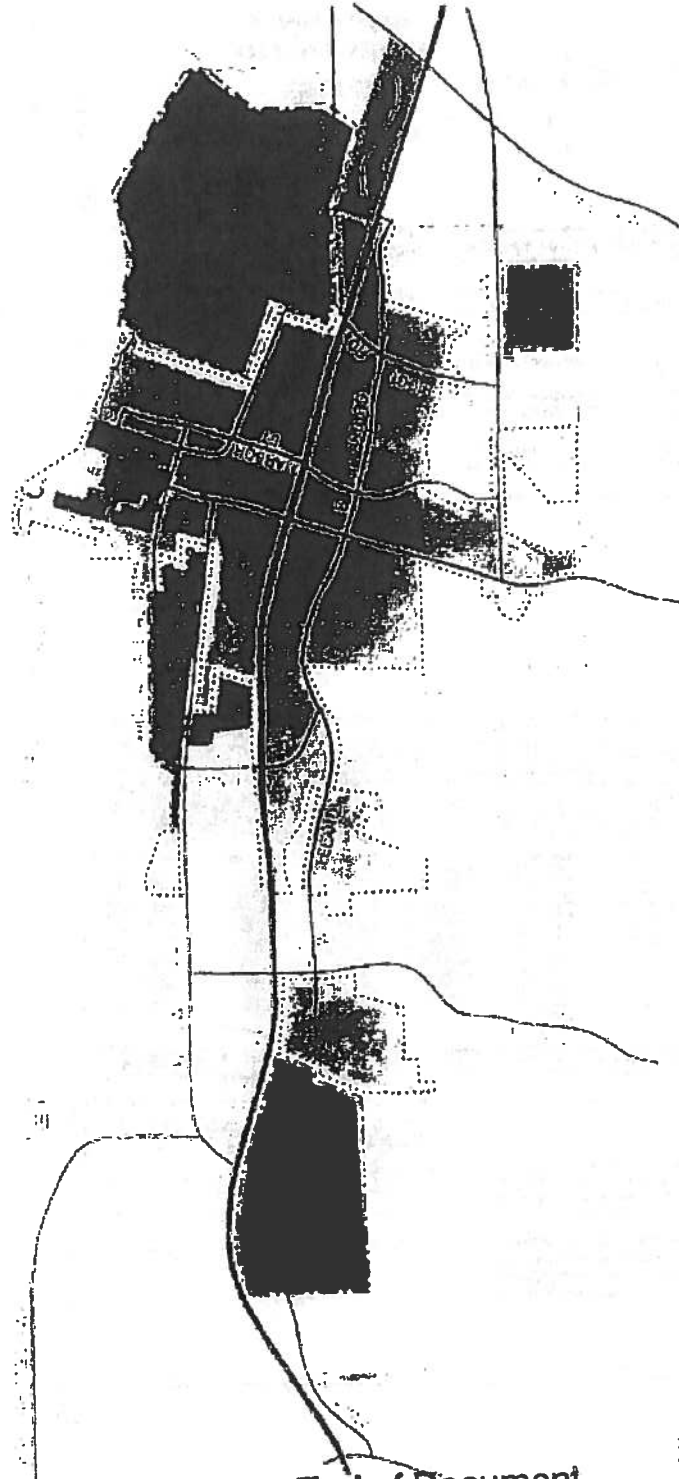
Marina View -- 1/1/2012
Riverside Mall -- 1/19/2013
Neighborhood Development I -- 7/17/2015

Such time limitation may be extended only by amendment of the Plan.

The Agency is authorized to acquire structures without acquiring the land upon which those structures are located. The Agency is also authorized to acquire any other interest in real property less than a fee.

Without the consent of the owner, the Agency shall not acquire property to be retained by an owner pursuant to a participation agreement if the owner fully performs under the agreement. The Agency shall not acquire real property on which an existing building is to be continued on its present site and its present form and use without the consent of the owner, unless such building requires structural alteration, improvement, modernization, or rehabilitation, or the site or lot on which the building is situated requires modification in size, shape or use, or it is necessary to impose upon such property any of the standards, restrictions and controls of the Plan or any design guide adopted by the Agency pursuant to the Plan, and the owner fails or refuses to participate in the Plan or in conformance with any such design guide by executing a participation agreement.

EXHIBIT C



End of Document

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HISTORY OF THE PROJECT
Los Medanos Community Development Project

14. Exception_08_88140076

RECORDS REQUESTED BY
 61672-82
 085-010-014-0
 Recorded at the request of and for the
 benefit of the City of Antioch.

Charles G. Martinovich and
 Grace Martinovich
 88 West Lake Drive
 Antioch, Ca. 94509

RECORDED AT REQUEST OF
 FOUNDERS TITLE CO.

AUG 15 1988

AT 8:00 CLOCK A.M.
 CONTRA COSTA COUNTY RECORDS
 J.R. OLSON
 COUNTY RECORDER

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this 20th day of July, 1988, hereinafter called TRUSTOR,
 ANTIOCH DEVELOPMENT AGENCY, a public body corporate and politic

whose address is P. O. Box 130, Antioch, Calif. 94509, herein called TRUSTEE, and

Charles G. Martinovich and Grace Martinovich, husband and wife, as joint tenants, herein called BENEFICIARY.

Witnesseth: That TRUSTOR IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the City of Antioch, Contra Costa County, California, described as:

For description of the premises see Exhibit "A" attached hereto.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon BENEFICIARY by paragraph (10) of the provision incorporated herein by reference to collect and apply such rents, issues and profits. For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$44,000.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of said property hereafter may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured. To Protect the Security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded in Santa Barbara County and Sanoma County October 18, 1961, and in all other counties October 23, 1961, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz.:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	433	644	Kings	795	833	Placer	893	501	Sierra	29	519
Alpine	1	350	Lake	342	39	Plumas	151	3	Siskiyou	440	181
Amador	104	340	Los Angeles	171	471	Riverside	2005	513	Solano	1165	183
Butte	1145	1	Madison	12035	899	Sacramento	4331	63	Stanislaus	1831	689
Calaveras	145	153	Mariposa	810	170	San Benito	271	383	Stearns	1715	454
Colusa	296	617	Mendocino	1508	239	San Bernardino	2587	67	Sutter	373	317
Contra Costa	3978	47	Merced	77	392	San Francisco	4132	905	Tahoe	401	289
Del Norte	78	414	Monterey	379	230	San Joaquin	2470	311	Trinity	93	284
El Dorado	568	456	Madera	1547	528	San Luis Obispo	1131	12	Tulare	2294	375
Essex	4826	373	Mariposa	184	631	San Mateo	4078	450	Tuolumne	125	47
Glenn	422	184	Marysville	32	419	Santa Barbara	187	860	Ventura	2052	326
Humboldt	637	372	Merced	1194	528	Santa Clara	5236	341	Yuba	652	343
Imperial	1091	581	Mesa	629	68	Santa Cruz	1421	494			
Inyo	147	398	Nevada	305	220	Shasta	404	378			
Kern	2827	60	Orange	3889	411	San Diego	Series 2 Book 1961, Page 183487				

(which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

STATE OF CALIFORNIA }
 COUNTY OF } ss.

On _____ before me, the undersigned,
 a Notary Public in and for said State, personally appeared

personally known to me (or proved to me on the basis of
 satisfactory evidence) to be the person whose name
 subscribed to the within instrument and acknowledged that
 executed the same. Witness my hand and official seal.

Signature _____
 Name (Type or Print) _____

ANTIOCH DEVELOPMENT AGENCY, a public
 body corporate and politic

By _____

FIG-3001

STATE OF CALIFORNIA }
City of Antioch }

Acknowledgment by Public Entity
(C.C. § 1191, 1181, 1184)

..... Joel Keller, Mayor who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument as the above-styled officer(s) of the above-named public corporation, agency or political subdivision of the State of California; personally appeared before me today, and acknowledged that said public entity executed it.

Dated: AUGUST 11 19..88

Dorothy P. Marks
Dorothy P. Marks, CMC
Antioch City Clerk

63514517N 364

FOUNDERS TITLE COMPANY

Order No. 818922

EXHIBIT "A"

PARCEL ONE:

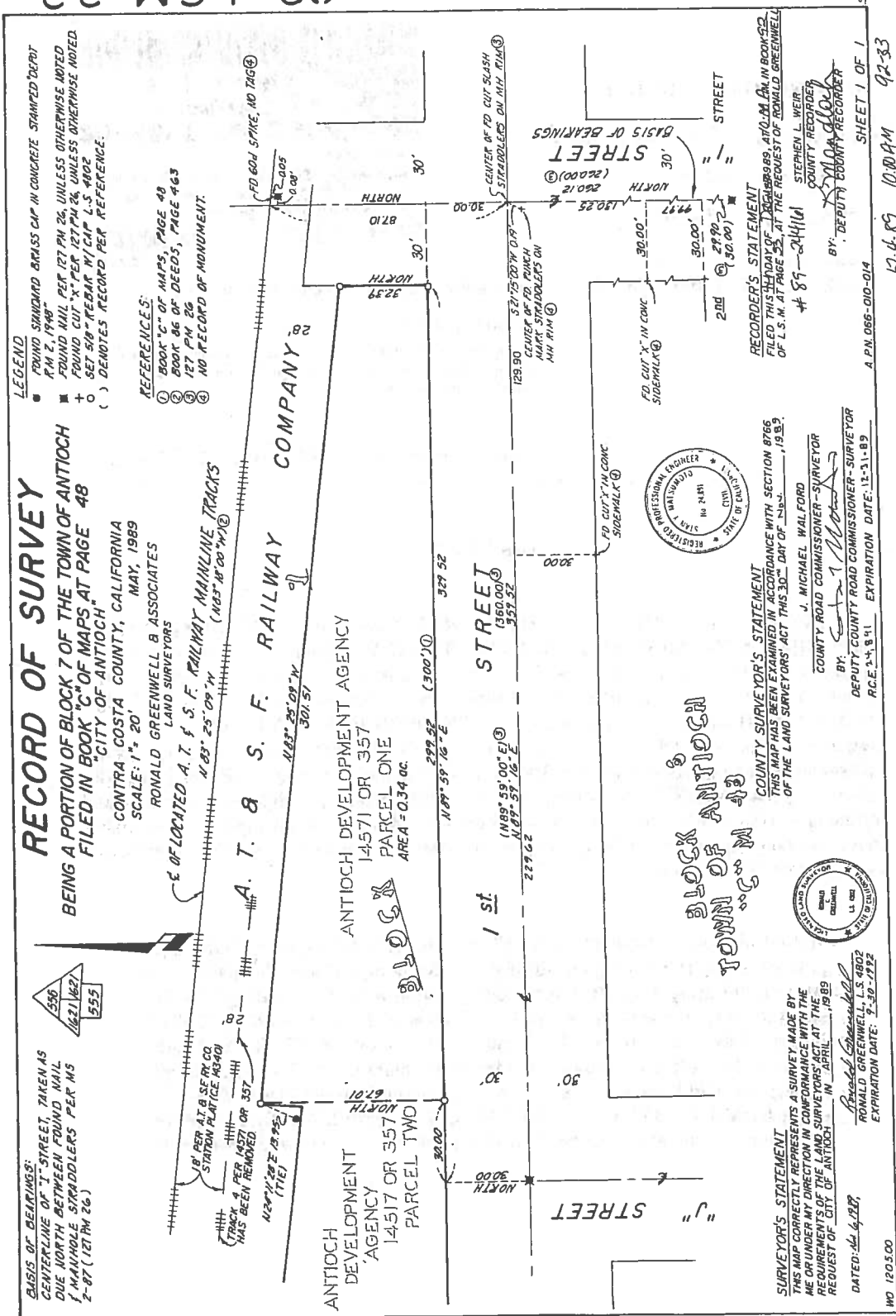
A portion of that parcel of land described in the Deed to The San Francisco and San Joaquin Valley Railway Co., recorded September 2, 1898, in Book 79 of Deeds, Page 267, said portion being bounded on the south by northerly line of First Street, on the east by the westerly line of I Street, on the west by the easterly line of that parcel of land described in the Deed to The San Francisco and San Joaquin Valley Railway Co., recorded November 28, 1900, in Book 88 of Deeds, Page 463 and on the north by a line lying approximately 10 feet from the center line of Tract #4 of the Atchison, Topeka and Santa Fe Railroad.

PARCEL TWO:

A portion of that parcel of land described in the Deed to The San Francisco and San Joaquin Valley Railway Co., recorded November 28, 1900, in Book 88 of Deeds, Page 463, said portion being bounded on the south by the northerly line of First Street, on the east by the westerly line of that parcel of land described in the Deed to San Francisco and San Joaquin Railway Co., recorded September 2, 1898, in Book 79 of Deeds, Page 267, on the west by the easterly line of that parcel referred to in the Lease in favor of Tillie Lewis Foods Inc., recorded August 30, 1973, in Book 7035, Page 640, Official Records, and on the north by a line lying approximately 25 feet from the center line of tract #4 of the Atchison, Topeka and Santa Fe Railroad.

14517N 365

END OF DOCUMENT



16. Exception_10_20020311302

WHEN RECORDED MAIL TO:

Petroleum Properties Corp
P.O. Box 1060
Dixon, CA 95620



CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2002-0311302-00

Check Number

Wednesday, SEP 04, 2002 13:24:01

MIC \$1.00 MOD \$21.00 REC \$25.00

TCF \$20.00 NCP \$63.00

Ttl Pd \$130.00

Nbr-0001027627

1rc/R9/1-21

MAIL TAX STATEMENTS TO:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX \$

...Computed on the consideration or value of Property conveyed, OR

...Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

Signature of Declarant or Agent determining Tax - Firm Name

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY, a Delaware corporation, whose address for purposes of this instrument is 2500 Lou Menk Drive, Fort Worth, Texas 76131 Grantor, for and in consideration of Five Hundred Two Thousand One Hundred and No/100 Dollars (\$502,100.00) to it paid by the CPN PIPELINE COMPANY, a Delaware corporation, Grantee, and the promises of the Grantee hereinafter specified, does hereby remise, release and quitclaim unto the Grantee, subject to the terms and conditions hereinafter set forth, an EASEMENT for the purpose of installing, operating, maintaining, repairing and replacing a sixteen inch (16") and a twenty-four inch (24") natural gas pipeline, hereinafter called natural gas pipeline, along and across the following premises situated in Contra Costa County, State of California.

A 10.0 foot wide easement for a 16" diameter and 24" diameter Natural gas pipeline along The Burlington Northern and Santa Fe Railway Company's East Antioch to Pittsburg, Contra Costa County, California, Main Line right of way, situated upon, over and across Sections 21, 20 and 18, all in Township 2 North, Range 2 East, Sections 13, 14, 15 and 16, all in Township 2 North, Range 1 East, all of the Mt. Diablo Base and Meridian, Contra Costa County, California, more particularly described as shown on Plan and Profile maps LM-D-P-121 through LM-D-P-133 prepared by C&H Engineering of Bakersfield, California for Calpine Corporation attached hereto as Exhibit "A", and made a part hereof.

311392

RESERVING, however, unto the Grantor, its successors and assigns, the right to construct, place, operate, maintain, alter, repair, replace, renew, improve and remove communication lines above, below and on the surface of the premises, including, without limitation, transmission by conduit, fiber optics, cable, wire or other means of electricity, voice data, video, digitized information, or other materials or information, natural gas pipelines, purpose lines, track and facilities including the right of ingress and egress in any such manner as does not unreasonably interfere with Grantee's use of the premises for said natural gas pipeline purposes and further reserving unto Grantor, its successors and assigns, all right and privilege of ingress and egress to said premises as Grantor, its successors and assigns may require to investigate and remediate environmental contamination and hazards, and further reserving the right and privilege to use said land for any and all purposes not inconsistent with the use thereof for said natural gas pipeline.

The foregoing easement is made subject to and upon the following express conditions:

1. To existing interests in the above-described premises to whomsoever belonging and of whatsoever nature and any and all extensions and renewals thereof, including but not limited to underground pipe line or lines, or any type of wire line or lines, if any.
2. Any and all cuts and fills, excavations or embankments necessary in the construction, maintenance, or future alteration of said natural gas pipeline shall be made and maintained in such manner, form and extent as will provide adequate drainage of and from the adjoining lands and premises of the Grantor; and wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from such lands and premises of the Grantor, the Grantee shall construct and maintain such culverts or drains as may be requisite to preserve such natural and pre-existing drainage, and shall also wherever necessary, construct extensions of existing drains, culverts or ditches through or along the premises of the Grantor, such extensions to be of adequate sectional dimensions to preserve the present flowage of drainage or other waters, and of materials and workmanship equally as good as those now existing.
3. The Grantee shall bear the cost of removal, relocation or reconstruction of any and all right of way fences, telephone or telegraph poles, or other facilities, the removal, relocation or reconstruction of which may be made necessary by reason of the use of said premises for said natural gas pipeline purposes.
4. The Grantee shall, at its own cost and expense, make adjustment with industries or other lessees of Grantor for buildings or improvements that may have to be relocated, reconstructed or destroyed by reason of the construction and maintenance of said natural gas pipeline on said premises.

311392

5. This instrument is granted according to the terms and conditions of those two certain Letter Agreements for Longitudinal Easements between the Grantor and the Grantee accepted and agreed to by Grantee and Grantor on March 16, 2000, and made subject to the terms and conditions contained therein.
6. If during the construction or subsequent maintenance of said natural gas pipeline, soils or other materials considered to be environmentally contaminated are exposed, Grantee will remove and safely dispose of said contaminated soils. Grantee shall indemnify, protect and defend the Grantor from any and all liability, claims or demands, if any, which arise as a result of exposure and/or removal of said contaminated soils or materials. Determination of soils contamination and applicable disposal procedures thereof, will be made only by an agency having the capacity and authority to make such a determination. Grantee reserves the right to seek contribution for the costs of removal and disposition of said contaminated soils or materials from any third party, including but not limited to other licensees, easement holders, lessees or tenants who may have caused such soil contamination to occur.
7. The Grantee agrees to keep the above-described premises free and clear from combustible materials and to cut and remove or cause to be cut and removed at its sole expense all weeds and vegetation on said premises, said work of cutting and removal to be done at such times and with such frequency as to comply with Grantor and local laws and regulations and abate any and all hazard of fire.
8. The Grantee or its contractor(s) shall telephone Grantor's Communication Network Control Center at (800) 533-2891 (a 24 hour number) to determine if fiber optic cable is buried anywhere on the premises; and if so, the Grantee or its contractor(s) will contact the Telecommunications Company(ies) involved, and make arrangements with the Telecommunications Company(ies) for protection of the fiber optic cable prior to beginning any work on the premises.
9. Grantor may terminate said easement upon ninety (90) days' prior written notice in the event that Grantee, its successors, transferees or assigns ceases to use the easement for the uses described herein for a continuous period of four (4) years, unless such cessation is due to factors outside Grantee's reasonable control, in which case such period shall be extended for an additional two (2) years.

A default under said easement shall be deemed to exist with respect to Grantee upon the occurrence of the following event:

- (i) Failure by Grantee to perform fully any other material obligation under said easement, if Grantee does not commence to cure such failure within thirty (30) days of receipt of written notice from Grantor demand such cure and does not complete such cure within ninety (90) days of the date of receipt of written

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notice from Grantor demanding such cure (or within such longer period of time, as is reasonably necessary to accomplish such cure, if it cannot be reasonably accomplished within such ninety (90) day period and Grantee diligently commences such cure in such period and continues such cure to completion). Grantee shall provide evidence to Grantor of its commencement of such cure within such period and its diligent pursuit of completion of such cure.

In the event of a default by Grantee under said easement, Grantor may, at its option, terminate said easement by serving thirty (30) days' notice in writing upon Grantee. Any waiver by Grantor of any default or defaults shall not constitute a waiver of the right to terminate said easement for any subsequent default or defaults, nor shall any such waiver in any way affect Grantor's ability to enforce any provision of said easement. The remedy set forth in this provision shall be in addition to, and not in limitation of, any other remedies that Grantor may have at law or in equity.

Upon termination of said easement by Grantor, its successors and assigns, as provided herein, the said Grantor its successors and assigns, may, at its or their option, re-enter, retake and hold said described lands and premises as of the present estate of said Grantor without compensation to said Grantee, the public, or any other person whomsoever, for improvements or property removed, taken or destroyed, or liability for loss of, or damage to any premises or the improvements thereon abutting on said easement area or any part thereof.

10. Grantee, in its acceptance hereof, hereby agrees to indemnify and save harmless said Grantor, from and against all lawful claims, demands, judgments, losses, costs and expenses, for injury to or death of the person or loss or damage to the property of any person or persons whomever, including the parties hereto, in any manner arising from or growing out of the acts of omissions, negligent or otherwise of Grantee, its successors, assigns, licensees and invitees, in connection with the entry upon, occupation or use of the said premises herein described, including but not limited to that of the location, construction, operation, restoration, repair, renewal, or maintenance of said natural gas pipeline upon the herein described premises or otherwise.
11. The Grantor does not warrant its title to said premises nor undertake to defend the Grantee in the peaceable possession, use or enjoyment thereof; and the grant herein made is subject to all outstanding rights or interest of others, including the tenants and licensees of the Grantor. Grantee acknowledges that Grantor may hold fee title to a portion of the area to be affected by said easement, and an easement in a portion of the area to be affected by said easement. Grantor agrees that if for any reason Grantor intends to abandon its rights to operate a railroad on any portion of the area to be affected by said easement, Grantor shall provide Grantee written notice of such intent to abandon all or any portion of the area to be affected by said easement at least one hundred (180) days prior to taking any action which could be construed as an abandonment by Grantor of such easement area, or portion thereof.

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12. This easement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns and successors of Grantor and Grantee. Said easement includes the right and power in Grantee, or its successors, transferees and assigns, to transfer, assign and convey the easement or any portion thereof in the form of an easement in gross and all other rights herein conveyed, including, without limitation, the right to transfer all or any portion of the easement by an irrevocable offer to dedicate the easement or any interests therein, to any governmental agency, and/or to any public or private utility, so long as the use of the easement is limited to the uses described herein. Grantor hereby consents to any such conveyance or grant by Grantee, or its successors, transferees and assigns, and agrees to execute, acknowledge and deliver such additional instrument or instruments as may be reasonably required to carry out the intent and purposes of this easement agreement, provided that such execution, acknowledgement and delivery shall be at no cost or expense to Grantor.

The right of assignment provided above also includes the right and power of Grantee, or its successors, transferees and assigns, to mortgage the easement or any portion thereof to a lender or lenders, and all other right herein conveyed, without the necessity of further consent or documentation of Grantor. Grantor agrees that a breach or default by Grantee, or its successors, transferees and assigns, under this agreement shall not immediately impair or render invalid the lien of any mortgage or deed of trust nor entitle Grantor to cancel, rescind or otherwise terminate this agreement, but shall not impair any other rights or remedies Grantor may have against Grantee, or its successors, transferees and assigns, by reason of a breach or default by Grantee, or its successors, transferees and assigns. Grantor agrees to give notice of any default by Grantee, or its successors, transferees and assigns, hereunder to any lender of which Grantor has received written notice and further agrees to provide such lender with a reasonable opportunity to cure any default of Grantee, or its successors, transferees and assigns; provided that, following such opportunity to cure, if such default persists, any lien of mortgage or deed of trust related to the easement shall terminate concurrently with the termination of the easement as provided above and shall no longer be valid. Grantor agrees to execute, acknowledge and deliver any instrument to implement the rights of Grantee, or its successors, transferees and assigns, or any lenders as provided in this paragraph, provided that such execution, acknowledgment and delivery shall be at no cost or expense to Grantor.

The burden and the benefits of the covenants set forth herein shall run with and be for the benefit of the land (within the meaning of Section 1460 of the California Civil Code) and shall burden and be binding upon and shall inure to the benefit of all persons having or acquiring any right, title or interest therein and their successors and assigns.

311302

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances thereunto belonging to Grantee for the purposes aforesaid and for no other purpose whatsoever subject to the terms and conditions hereinbefore stated.

IN WITNESS WHEREOF, the said THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY has caused this instrument to be signed by its authorized officer, and the corporate seal affixed on the 31st day of July, 2002.

ACCEPTED BY

CPN PIPELINE COMPANY

By:

Name: R. L. Thomas

Title: Vice President

THE BURLINGTON NORTHERN
AND SANTA FE RAILWAY
COMPANY

By:

D. P. Schneider
D. P. Schneider

General Director Real Estate

ATTEST:

By:

Patricia Zbichorski
Patricia Zbichorski

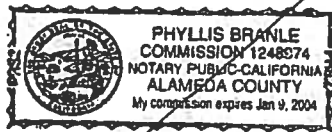
Assistant Secretary



311302

STATE OF CALIFORNIA)
) ss.
COUNTY OF Alameda)

On this 6th day of August, 2002, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Richard L. Thomas known to me to be Vice President, of CPN Pipeline Company, the corporation that accepted the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation accepted the same.

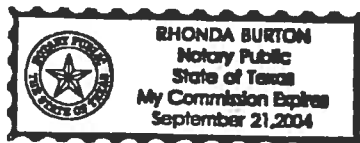


Phyllis Branle
Notary's Signature

My Commission Expires: 01/09/04

STATE OF TEXAS)
) ss.
COUNTY OF TARRANT)

On this 31st day of July, 2002, before me, the undersigned, a Notary Public in and for said County and State, personally appeared D. P. Schneider and Patricia Zbichorski, known to me to be General Director Real Estate and Assistant Secretary, respectively, of the corporation that executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.



Rhonda Burton
Notary's Signature

My Commission Expires: 9/21/2004

311302

CALPINE CORPORATION LOS MEDANOS GAS PIPELINE PROJECT OVERALL ROUTING INDEX

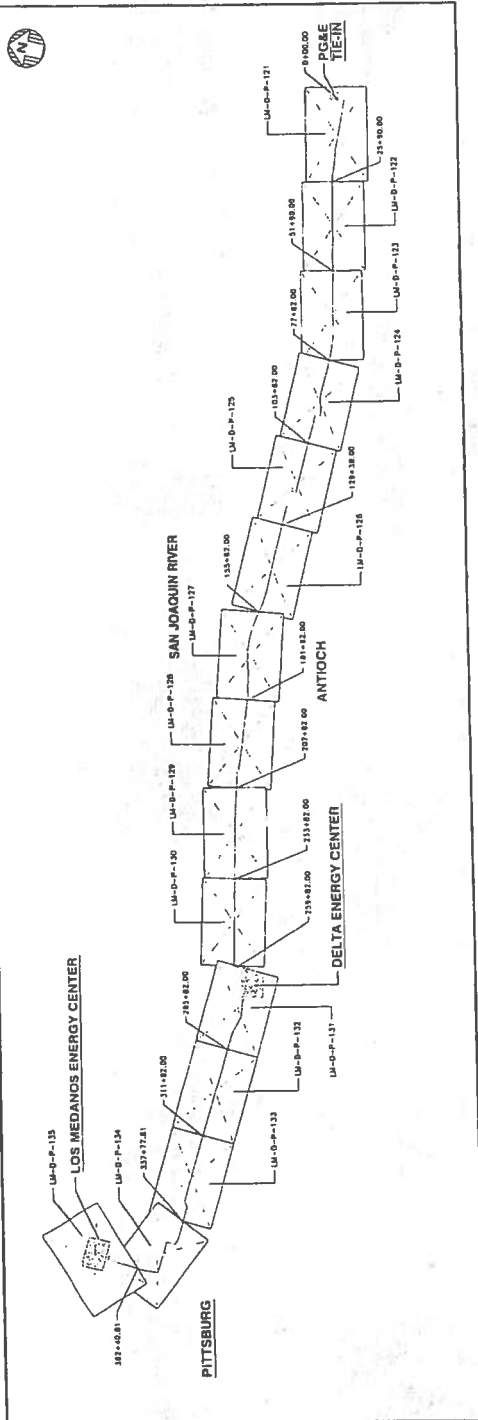


EXHIBIT A

INDEX MAP
CALPINE CORP. CORP. CORP. CORP.
SCALE: 1"=100'

NOTES		DATE		BY		REV		DATE		BY	
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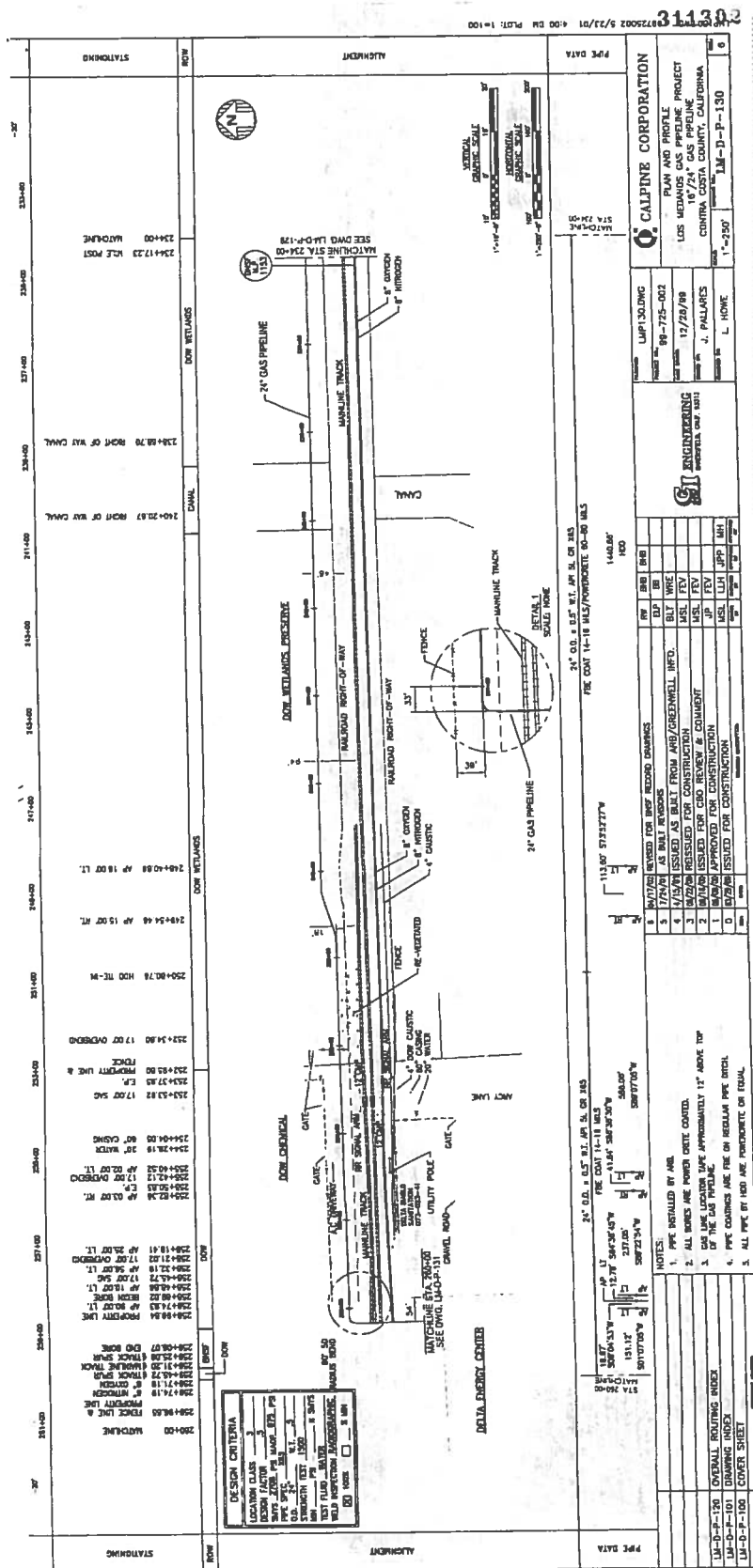
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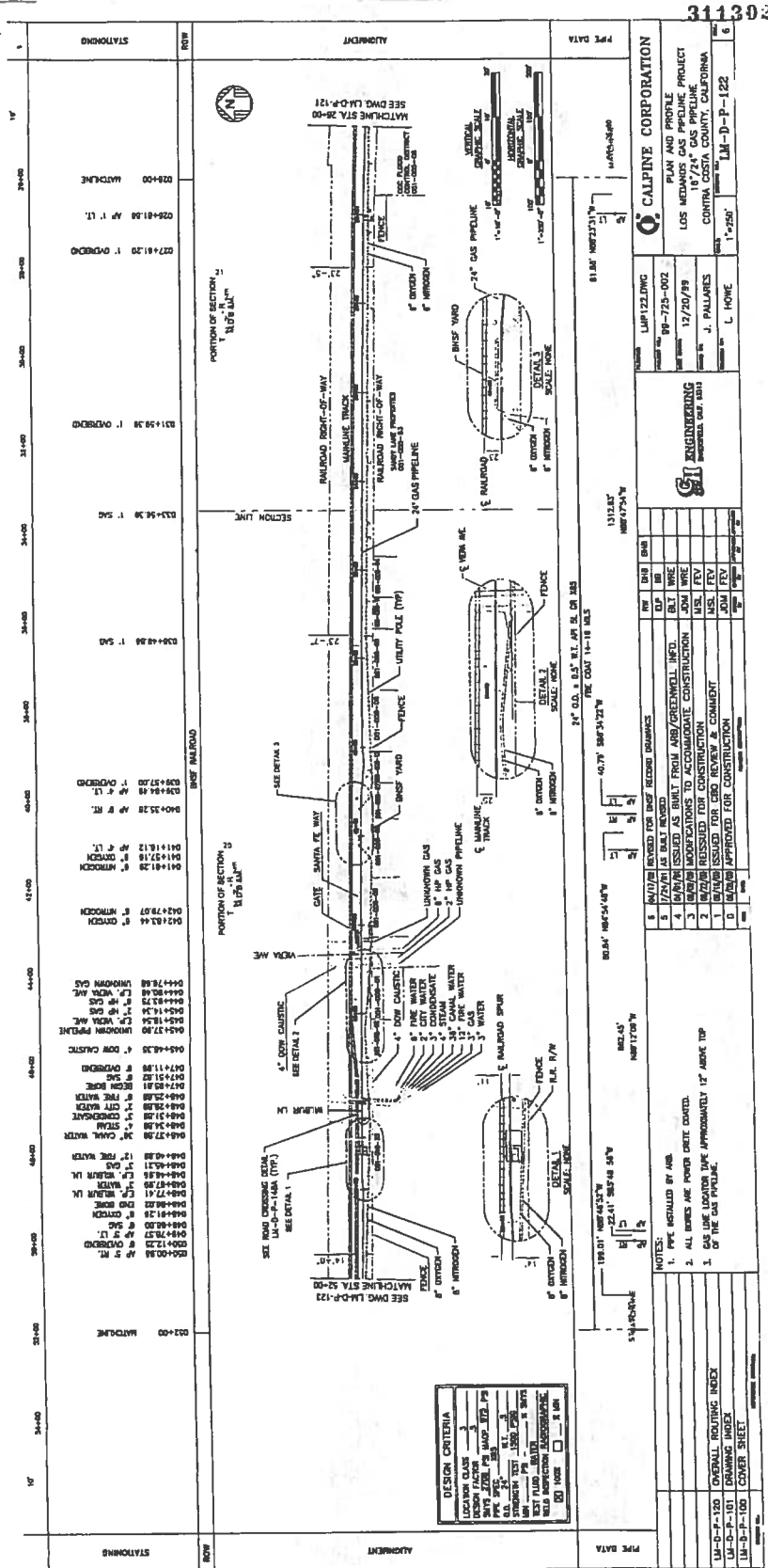


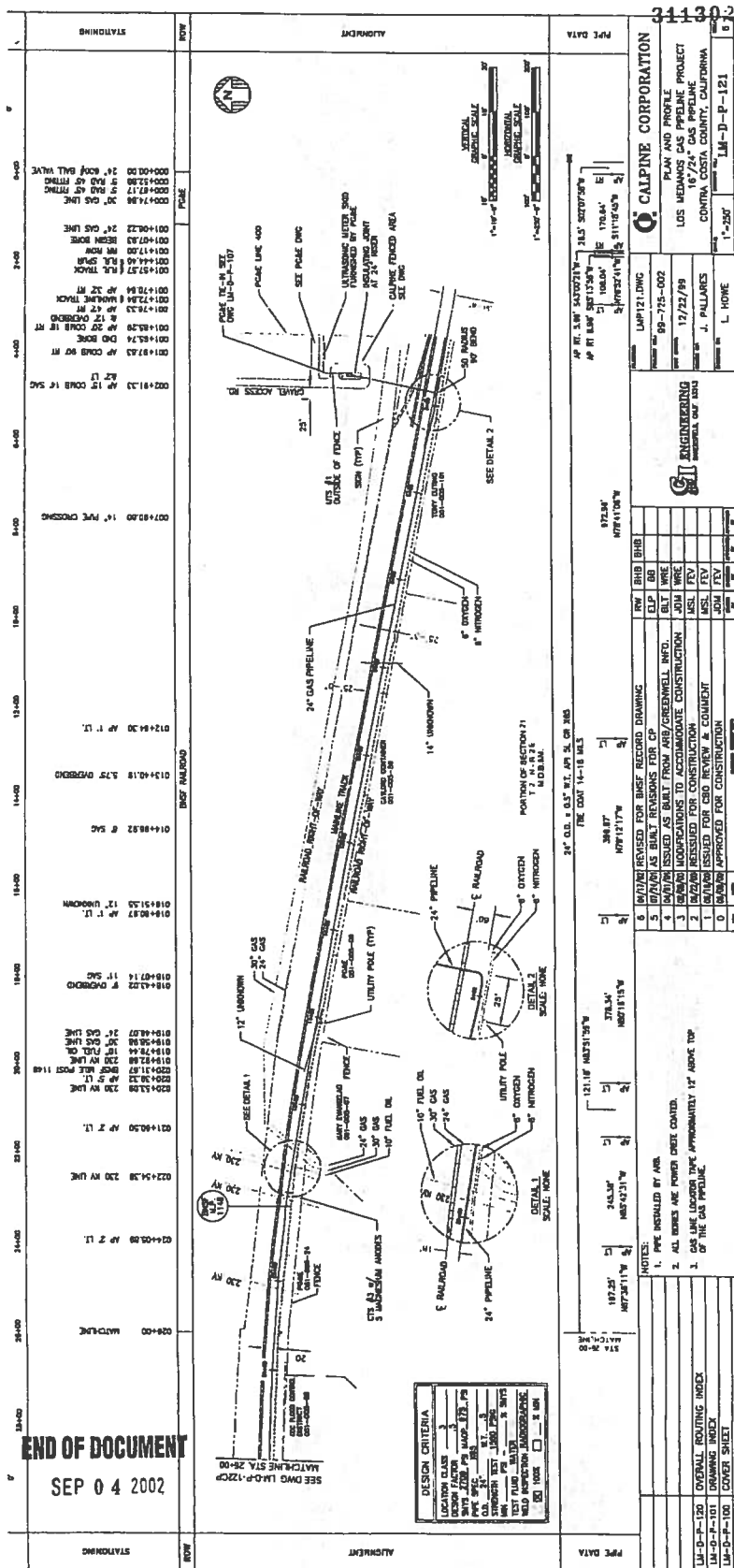










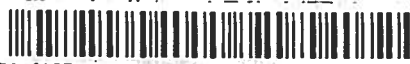


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8

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Antioch
City Hall
Third and H Streets
Antioch, California 94509
Attn: City Attorney


CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2011-0055721-00
Wednesday, MAR 16, 2011 09:57:49
FRE \$0.00
Ttl Pd \$0.00 Nbr-0000866181
rrc/R9/1-B

NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE SECTION 27383

066-010-014-0

GRANT DEED

For valuable consideration, the receipt of which is hereby acknowledged,

The Antioch Development Agency, a public body, corporate and politic, of the State of California (the "Grantor"), acting to carry out redevelopment purposes pursuant to the Community Redevelopment Law of the State of California, hereby grants to the City of Antioch, a municipal corporation (the "Grantee"), the real property (the "Property") described in Attachment No. 1 attached hereto and incorporated in this Grant Deed by this reference.

1. The Property is located within the Antioch Community Redevelopment Project Area, (the "Project Area") and is subject to the Antioch Community Redevelopment Plan (the "Redevelopment Plan").

2. In accordance with the terms of the Conveyance Agreement between the Grantor and Grantee dated as of March 9, 2011 (the "Agreement"), the Grantee hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the Property in furtherance of the Redevelopment Plan.

3. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, 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 Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

1096101\953744.2

In Deeds:

"(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, establish or permit any 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Leases:

"(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee or any person claiming under or through the lessee, 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.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Contracts:

"(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee 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 of the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

4. The covenant contained in Section 2 regarding the use of the Property shall remain in effect until the expiration of the effectiveness of the Redevelopment Plan. The covenants contained in Section 3 regarding non-discrimination shall remain in effect in perpetuity.

5. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, and any successor in interest to the Property 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. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties 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 property 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.

6. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the rights to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and

not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

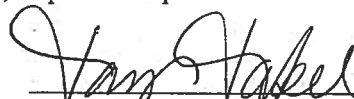
7. This Grant Deed may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Deed as of this 14th day of March 2011.

GRANTOR:

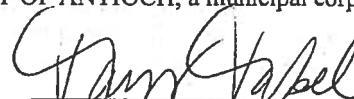
ANTIOCH DEVELOPMENT AGENCY, a public body, corporate and politic

By:


James Jakel, Executive Director

CITY OF ANTIOCH, a municipal corporation

By:


James Jakel, City Manager

ATTACHMENT NO. 1

PROPERTY DESCRIPTION

AN UNDIVIDED 1/2 INTEREST IN AND TO THE FOLLOWING DESCRIBED PROPERTY:

PARCEL ONE:

A portion of that parcel of land described in the Deed to The San Francisco and San Joaquin Valley Railway Co., recorded September 2, 1898, in Book 79 of Deeds, Page 267, said portion being bounded on the south by northerly line of First Street, on the east by the westerly line of I Street, on the west by the easterly line of that parcel of land described in the Deed to The San Francisco and San Joaquin Valley Railway Co., recorded November 28, 1900, in Book 86 of Deeds, Page 463 and on the north by a line lying approximately 10 feet from the center line of Tract #4 of the Atchison, Topeka and Santa Fe Railroad.

PARCEL TWO:

A portion of that parcel of land described in the Deed to The San Francisco and San Joaquin Valley Railway Co., recorded November 28, 1900, in Book 86 of Deeds, Page 463, said portion being bounded on the south by the northerly line of First Street, on the east by the westerly line of that parcel of land described in the Deed to San Francisco and San Joaquin Railway Co., recorded September 2, 1898, in Book 79 of Deeds, Page 267, on the west by the easterly line of that parcel referred to in the Lease in favor of Tillie Lewis Foods Inc., recorded August 30, 1973, in Book 7035, Page 640, Official Records, and on the north by a line lying approximately 25 feet from the center line of tract #4 of the Atchison, Topeka and Santa Fe Railroad.

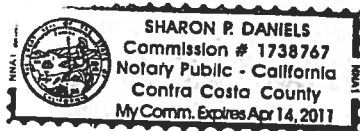
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James Jake, 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.



Sharon P. Daniels
Notary Public

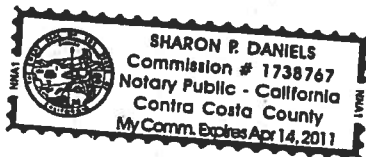
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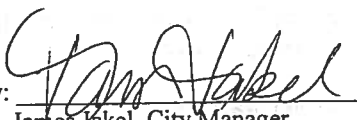
Sharon P. Daniels
Notary Public

CERTIFICATE OF ACCEPTANCE
(Pursuant to Government Code 27281)

This is to certify that the interest in real property conveyed by the Grant Deed from the Antioch Development Agency, dated March 14, 2011 to the City of Antioch, a municipal corporation (the "City"), is hereby accepted on March 14, 2011, by the undersigned officer or agent on behalf of the City pursuant to authority conferred by resolution of the City Council adopted on March 8, 2011, and the City Council consents to the recordation of said document in the Office of the Recorder of Contra Costa, State of California.

Dated: March 14, 2011

By:


James Jakel, City Manager

By:


Lynn Tracy Nerland, City Attorney

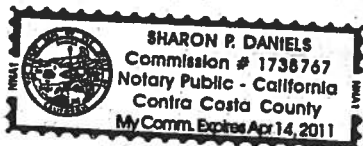
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On MARCH 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James Jake, 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.



Sharon P. Daniels
Notary Public

STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On MARCH 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared Lynn Tracy Newland, 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.



Sharon P. Daniels
Notary Public


END OF DOCUMENT

18. Exception_12_20110055721

8

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Antioch
City Hall
Third and H Streets
Antioch, California 94509
Attn: City Attorney


CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2011-0055721-00
Wednesday, MAR 16, 2011 09:57:49
FRE \$0.00:1
Ttl Pd \$0.00 Nbr-0000866181
rrc/R9/1-8

NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE SECTION 27383

066-010-014-0

GRANT DEED

For valuable consideration, the receipt of which is hereby acknowledged,

The Antioch Development Agency, a public body, corporate and politic, of the State of California (the "Grantor"), acting to carry out redevelopment purposes pursuant to the Community Redevelopment Law of the State of California, hereby grants to the City of Antioch, a municipal corporation (the "Grantee"), the real property (the "Property") described in Attachment No. 1 attached hereto and incorporated in this Grant Deed by this reference.

1. The Property is located within the Antioch Community Redevelopment Project Area, (the "Project Area") and is subject to the Antioch Community Redevelopment Plan (the "Redevelopment Plan").
2. In accordance with the terms of the Conveyance Agreement between the Grantor and Grantee dated as of March 9, 2011 (the "Agreement"), the Grantee hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the Property in furtherance of the Redevelopment Plan.
3. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, 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 Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

109601953744.2

In Deeds:

"(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, establish or permit any 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Leases:

"(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee or any person claiming under or through the lessee, 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.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Contracts:

"(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee 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 of the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

4. The covenant contained in Section 2 regarding the use of the Property shall remain in effect until the expiration of the effectiveness of the Redevelopment Plan. The covenants contained in Section 3 regarding non-discrimination shall remain in effect in perpetuity.

5. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, and any successor in interest to the Property 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. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties 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 property 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.

6. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the rights to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and

not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

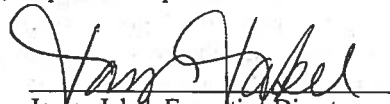
7. This Grant Deed may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Deed as of this 14th day of March 2011.

GRANTOR:

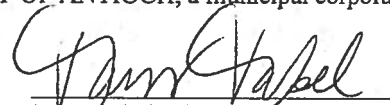
ANTIOCH DEVELOPMENT AGENCY, a public body, corporate and politic

By:


James Jakel, Executive Director

CITY OF ANTIOCH, a municipal corporation

By:


James Jakel, City Manager

ATTACHMENT NO. 1

PROPERTY DESCRIPTION

AN UNDIVIDED 1/2 INTEREST IN AND TO THE FOLLOWING DESCRIBED PROPERTY:

PARCEL ONE:

A portion of that parcel of land described in the Deed to The San Francisco and San Joaquin Valley Railway Co., recorded September 2, 1898, in Book 79 of Deeds, Page 267, said portion being bounded on the south by northerly line of First Street, on the east by the westerly line of I Street, on the west by the easterly line of that parcel of land described in the Deed to The San Francisco and San Joaquin Valley Railway Co., recorded November 28, 1900, in Book 86 of Deeds, Page 463 and on the north by a line lying approximately 10 feet from the center line of Tract #4 of the Atchison, Topeka and Santa Fe Railroad.

PARCEL TWO:

A portion of that parcel of land described in the Deed to The San Francisco and San Joaquin Valley Railway Co., recorded November 28, 1900, in Book 86 of Deeds, Page 463, said portion being bounded on the south by the northerly line of First Street, on the east by the westerly line of that parcel of land described in the Deed to San Francisco and San Joaquin Railway Co., recorded September 2, 1898, in Book 79 of Deeds, Page 267, on the west by the easterly line of that parcel referred to in the Lease in favor of Tillie Lewis Foods Inc., recorded August 30, 1973, in Book 7035, Page 640, Official Records, and on the north by a line lying approximately 25 feet from the center line of tract #4 of the Atchison, Topeka and Santa Fe Railroad.

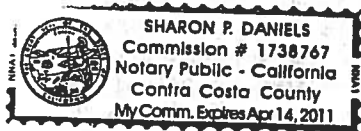
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James Jake, 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.



Sharon P. Daniels
Notary Public

STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James Jake, 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.

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WITNESS my hand and official seal.




Sharon P. Daniels
Notary Public

CERTIFICATE OF ACCEPTANCE
(Pursuant to Government Code 27281)

This is to certify that the interest in real property conveyed by the Grant Deed from the Antioch Development Agency, dated March 14, 2011 to the City of Antioch, a municipal corporation (the "City"), is hereby accepted on March 14, 2011, by the undersigned officer or agent on behalf of the City pursuant to authority conferred by resolution of the City Council adopted on March 8, 2011, and the City Council consents to the recordation of said document in the Office of the Recorder of Contra Costa, State of California.

Dated: March 14, 2011

By: 
James Jakel, City Manager

By: 
Lynn Tracy Nerland, City Attorney

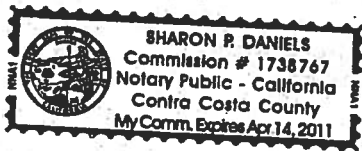
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James J. Keel, 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.

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WITNESS my hand and official seal.



Sharon P. Daniels
Notary Public

STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared Lynn Tracy Verland, 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.



Sharon P. Daniels
Notary Public

END OF DOCUMENT

Property Detail

Contra Costa, CA GUS KRAMER, ASSESSOR

Parcel # (APN): **066-020-010-6**Use Description: **GOVERNMENT**

Parcel Status:

Owner Name: **ANTIOCH CITY OF**Mailing Address: **PO BOX 5007 ANTIOCH CA 94531-5007**Situs Address: **ANTIOCH CA 94509**

Legal

Description: **PCL MAP 136 PG 42 PCL A****ASSESSMENT**Total Value: **\$4,011**Use Code: **79**

Zoning:

Land Value: **\$4,011**Tax Rate Area: **001144**

Census Tract:

Impr Value:

Year Assd: **2011**

Improve Type:

Other Value:

Property Tax:

Price/SqFt:

% Improved

Delinquent Yr

Exempt Amt:

HO Exempt?: **N****SALES HISTORY**

	<u>Sale 1</u>	<u>Sale 2</u>	<u>Sale 3</u>	<u>Transfer</u>
Recording Date:	03/15/2011	11/02/1989		03/15/2011
Recorded Doc #:	54786	15455-797		54786
Recorded Doc Type:				
Transfer Amount:				
Sale 1 Seller (Grantor):				
1st Trst Dd Amt:		Code1:	2nd Trst Dd Amt:	Code2:

PROPERTY CHARACTERISTICSLot Acres: **0.280**

Year Built:

Fireplace:

Lot SqFt: **12,197**

Effective Yr:

A/C:

Bldg/Liv Area:

Heating:

Units:

Total Rooms:

Pool:

Buildings:

Bedrooms:

Stories:

Baths (Full):

Park Type:

Style:

Baths (Half):

Spaces:

Construct:

Site Inflnce:

Quality:

Garage SqFt:

Building Class:

Timber Preserve:

Condition:

Ag Preserve:

Other Rooms:

1. Preliminary Report - CA

CLTA Preliminary Report Form
(Rev. 11/06)

Order Number: 0714-3761788

Page Number: 1

Amended*First American Title***First American Title Company**

191 Sand Creek Road, Suite 50
Brentwood, CA 94513

Escrow Officer: Stacey Barrack
Phone: (925)240-9901
Fax No.: (866)407-2081
E-Mail: sbarrack@firstam.com

E-Mail Loan Documents to: BrentwoodEDocs@firstam.com
Property: Vacant Land
Antioch, CA 94509

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

First American Title

Dated as of May 20, 2011 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

To Be Determined

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

THE CITY OF ANTIOCH, A MUNICIPAL CORPORATION

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A fee.

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2011-2012, a lien not yet due or payable.
2. General and special taxes and assessments for the fiscal year 2010-2011 are exempt.
3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
4. The fact that the land lies within the boundaries of the Antioch Redevelopment Project Area No. 1, as disclosed by the document recorded August 1, 1975 as Instrument No. 75-69311 in Book 7581, Page 986 of Official Records.

Document(s) declaring modifications thereof recorded November 1, 1999 as Instrument No. 1999-289937 of Official Records.

Document(s) declaring modifications thereof recorded July 3, 2007 as Instrument No. 2007-192911 of Official Records.
5. The fact that the land lies within the boundaries of the Antioch Development Agency Project Area, as disclosed by the document recorded April 24, 1979 as Instrument No. 79-53582 in Book 9323, Page 273 of Official Records.

First American Title

Order Number: **0714-3761788**

Page Number: 3

6. The terms and provisions contained in the document entitled "Grant Deed" recorded March 15, 2011 as Instrument No. 2011-0054786-00 of Official Records.
7. The conditions, restrictions, limitations, powers, duties, trusts, reversionary rights, and other rights created or reserved in the Legislative Grant pursuant to Chapter 1067 of the Statutes of 1989, and in any subsequent amending statutes affecting tide and submerged lands granted to the City of Antioch.
8. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/ACSM survey.
9. Rights of parties in possession.

Prior to the issuance of any policy of title insurance, the Company will require:

10. An ALTA/ACSM survey of recent date which complies with the current minimum standard detail requirements for ALTA/ACSM land title surveys.

First American Title

INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. The property covered by this report is vacant land.
2. According to the public records, there has been no conveyance of the land within a period of twenty four months prior to the date of this report, except as follows:

A document recorded March 15, 2011 as Instrument No. 2011-0054786-00 of Official Records.

From: The Antioch Development Agency, a public body, corporate and politic,
of the State of California

To: The City of Antioch, a municipal corporation

3. We find no open deeds of trust. Escrow please confirm before closing.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

WIRING INSTRUCTIONS

PAYABLE TO: FIRST AMERICAN TITLE COMPANY
BANK: First American Trust, FSB
ADDRESS: 5 First American Way, Santa Ana, CA 92707
ACCOUNT NO: 3004780000
ROUTING NUMBER: 122241255

PLEASE REFERENCE THE FOLLOWING:

CUSTOMER NAME:

FILE NUMBER: 0714-3761788 (SB)
ATTENTION: STACEY BARRACK

PLEASE USE THE ABOVE INFORMATION WHEN WIRING FUNDS TO **FIRST AMERICAN TITLE COMPANY. FUNDS MUST BE WIRED FROM A UNITED STATES BANK.** PLEASE NOTIFY **STACEY BARRACK** AT (925)240-9901 OR sbarrack@firstam.com WHEN YOU HAVE TRANSMITTED YOUR WIRE. FAX NUMBER: (866)407-2081

FIRST AMERICAN TRUST CONTACT INFO: Banking Services 1-877-600-9473

**ALL WIRES WILL BE RETURNED IF THE FILE NUMBER
AND/OR NAME(S) ARE NOT INCLUDED**

First American Title

Order Number: 0714-3761788
Page Number: 6

LEGAL DESCRIPTION

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

PARCEL A OF MINOR SUBDIVISION 8-88 FILED NOVEMBER 3, 1988 IN BOOK 136 OF PARCEL MAPS, AT PAGE 42.

EXCEPTING THEREFROM: MINERAL RIGHTS RESERVED BY THE STATE OF CALIFORNIA IN THAT CERTAIN INSTRUMENT RECORDED NOVEMBER 4, 1987, BOOK 13998, PAGE 808, OF OFFICIAL RECORDS AS FOLLOWS:

"THERE IS HEREBY EXCEPTED AND RESERVED TO THE STATE OF CALIFORNIA ALL DEPOSITS OF MINERALS, INCLUDING OIL AND GAS, IN SAID LAND, AND TO THE STATE OF CALIFORNIA, OR PERSONS AUTHORIZED BY THE STATE OF CALIFORNIA, THE RIGHT TO PROSPECT FOR, MINE, AND REMOVE SUCH DEPOSITS FROM SAID LAND."

APN: 066-020-010

First American Title



Order Number: **0714-3761788**
Page Number: 8

NOTICE

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

If you have any questions about the effect of this new law, please contact your local First American Office for more details.

First American Title

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy; or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

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**3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant, (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

**5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

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1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy;
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy); or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
(i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
(ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
(iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
(a) to timely record the instrument of transfer; or
(b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance

- resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
 3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
 4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**10. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL
TITLE INSURANCE POLICY - 1987
EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

* land use	* land division
* improvements on the land	* environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
 - * a notice of exercising the right appears in the public records on the Policy Date
 - * the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.
3. Title Risks:
 - * that are created, allowed, or agreed to by you
 - * that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
 - * that result in no loss to you
 - * that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - * to any land outside the area specifically described and referred to in Item 3 of Schedule A, or
 - * in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

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11. EAGLE PROTECTION OWNER'S POLICY**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 2008
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 2008**

Covered Risks 16 (Subdivision Law Violation), 18 (Building Permit), 19 (Zoning) and 21 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building
 - b. zoning
 - c. land use
 - d. improvements on the land
 - e. land division
 - f. environmental protectionThis Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

12. THIRD GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (1/01/08)**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions, or location of any improvement erected on the Land; (iii) the subdivision of land; or (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

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- (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing business laws of the state where the Land is situated.
 - 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
 - 6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
 - 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
 - 8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

13. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
- 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
- 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

14. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006

WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 13 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

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1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

**15. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

**16. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 15 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.



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Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

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AUG - 1 1975 69311
RECORDED AT REQUEST OF
City of Antioch

AUG - 1 1975
AT 4:30 O'CLOCK P. M.
CONTRA COSTA COUNTY RECORDS
J. R. OLSSON
COUNTY RECORDER
FEE: 0800

NOTICE

PLEASE TAKE NOTICE THAT THE CITY OF ANTIOCH AND THE ANTIOCH DEVELOPMENT AGENCY HAVE INSTITUTED PROCEEDINGS PURSUANT TO THE CALIFORNIA REDEVELOPMENT LAW (SECTION 33000 ET SEQ. OF THE HEALTH & SAFETY CODE) FOR THE REDEVELOPMENT OF THE ANTIOCH DEVELOPMENT AGENCY PROJECT AREA. SAID PROJECT AREA IS MORE PARTICULARLY DESCRIBED IN THE EXHIBIT MARKED EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

ATTEST:

SEAL AFFIXED

Dorothy P. Marks
Dorothy P. Marks, Secretary
Antioch Development Agency

EXHIBIT "A"

PROJECT AREA
BOUNDARY DESCRIPTION

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Beginning at the most northerly boundary corner of the City of Antioch; thence generally south along the West boundary to a point on the north line of State Highway 4 and its intersection with the east line of the Los Medanos Wasteway; thence southerly along said east line to the south line of Delta Fair Boulevard; thence easterly along said south line to the northwest corner of Parcel 74-123-04; thence southerly and easterly along the west and south boundaries of said parcel to the west line of Fairview Drive; thence southerly along said west line to the north line of Parcel 74-123-05; thence westerly along said north line to the north line of a 100 foot East Bay Municipal Utility District right-of-way; thence westerly along said north line to the east line of said Los Medanos Wasteway; thence southerly along said east line to the south line of Buchanan Road; thence easterly along said south line to the northwest corner of Parcel 75-010-07; thence southerly and easterly along south and west boundaries of said parcel to the center line of Somersville Road; thence southerly along said center line to a point on the southwest line of the Contra Costa Canal, said point being on the boundary of the City of Antioch; thence southerly, easterly, and northerly along said boundary to said southwest line of the Contra Costa Canal; thence northerly along said southwest line to the east line of Markley Creek; thence northeasterly along said east line to the west line of Parcel 76-030-068; thence southerly, easterly, and northerly along the west, south, and east boundary lines of said parcel to the east line of Markley Creek; thence northeasterly along said east line to the north line of Mahogany Way; thence westerly along said north line to the southwest corner of Parcel 74-370-008; thence northerly along the west line of said parcel to the south line of Sycamore Drive; thence easterly along said south line to the northeast corner of said Parcel 74-370-008; thence northerly across Sycamore Drive and along the east boundary of Parcel 74-370-004 to the south line of the Southern Pacific Railroad; thence easterly along the Southern Pacific Railroad to a point which is south of the southwest corner of Parcel 74-321-002; thence northwesterly along the south line of Fairview Terrace subdivision to the southeast corner of Parcel 74-180-003; thence along the southeast boundary of said parcel to the north line of West 18th Street; thence along said north line to the southeast corner of Parcel 74-177-003; thence along the west line of line Fairview Terrace subdivision to a point on the south line of Parcel 74-160-001; thence easterly along the north line of Parcel 74-160-008 and Parcel 74-334-027 to the northeast corner of said Parcel 74-334-027; thence north along the east line of Parcel 74-334-026 and Parcel 74-334-015 to the south line of 10th Street; thence easterly along the south line of 10th Street to the west line of Parcel 67-021-001; thence southerly and easterly along the boundary of said parcel and Parcel 67-021-002 and across "L" Street to the east line; thence south to the southwest corner of Parcel 67-022-002; thence easterly along the north line of Loma Lane to the east line of "H" Street; thence northerly to the northwest corner of Parcel 67-050-016; thence easterly to the east line of "G" Street; thence southerly to the southwest corner of Parcel 67-060-001; thence easterly and northerly along said boundary to the south line of 10th Street; thence westerly to a point which is south of the

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southeast corner of Parcel 66-207-014; thence northerly along the east line of Parcels 66-207-014 and 66-207-008 to the south line of 9th Street; thence west to the east line of "G" Street; thence northerly to the northwest corner of Parcel 66-203-014; thence westerly to the west line of "H" Street; thence southerly to the southeast corner of Parcel 66-205-008; thence westerly to the southeast corner of Parcel 66-217-007; thence along the boundary of said parcel northerly and westerly to the west line of "L" Street; thence southerly to the north line of 10th Street; thence westerly to the west line of "O" Street; thence northerly along "O" Street to the northeast corner of Parcel 74-130-043; thence westerly 150 feet; thence northerly to the south line of 6th Street; thence east to the east line of "H" Street; thence north to the south line of 4th Street; thence east to the east line of "L" Street; thence north to the northwest corner of Parcel 66-103-008; thence easterly to the southwest corner of Parcel 66-092-012; thence southerly to the south line of 3rd Street; thence easterly to the northeast corner of Parcel 66-107-009; thence south to the south line of Fourth Street; thence east to the northeast corner of Parcel 66-133-010; thence south to the southeast corner thereof; thence easterly to the east line of "I" Street to the west line of Parcel 66-141-006; thence southerly, easterly, and northerly along the west, south, and east boundary of said parcel to the northwest corner of Parcel 66-141-005; thence easterly to the west line of "H" Street; thence southerly to the south line of 6th Street; thence easterly to the east line of "F" Street; thence northerly to the south line of 4th Street; thence easterly to the northeast corner of Parcel 66-144-009; thence northerly to the northwest corner of Parcel 66-057-004; thence easterly and along the north lines of Parcels 66-057-004, 66-057-003, 66-057-002, and 66-057-001 to the east line of "E" Street; thence northerly to the south line of 3rd Street; thence east to the west line of "C" Street; thence southerly to the south line of 4th Street; thence easterly to the west line of "B" Street; thence southerly to the south line of 6th Street; thence easterly to the northeast corner of Parcel 66-161-013; thence southerly to the north line of 8th Street; thence westerly to the southwest corner of Parcel 66-163-003; thence southerly to the north line of 9th Street; thence westerly to the west line of "B" Street; thence southerly to the north line of 10th Street; thence westerly to the southwest corner of Parcel 66-189-003; thence southerly and easterly along the boundary of Parcel 67-092-001, to the northeast corner of Parcel 67-092-003; thence southerly to the southeast corner of Parcel 67-093-016; thence westerly, southerly, and easterly along the north, west, and south boundary lines of Parcel 67-093-019 to the northwest corner of Parcel 67-102-067; thence southerly to the southwest corner of Parcel 67-102-052; thence easterly to the northeast corner of Parcel 67-102-007; thence southerly to the south side of 15th Street; thence easterly to the northeast corner of Parcel 67-103-026; thence southerly to the southeast corner thereof; thence southerly, easterly, southerly, and westerly along the eastern boundary lines of Parcel 67-103-017 to the northwest corner of Parcel 67-103-018; thence southerly to the south line of 17th Street; thence west and south along the boundary of Parcel 67-243-030 to the southwest corner thereof; thence westerly to the northwest corner of Parcel 67-243-006; thence southerly to the south line of 18th Street; thence westerly to the northwest corner of Parcel 67-246-008; thence southerly to the southwest corner thereof; thence westerly to the northeast corner of Parcel 67-262-002; thence southerly

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to the north line of 19th Street; thence westerly to the southwest corner of Parcel 67-261-004; thence northerly to the northwest corner thereof; thence westerly to the east line of "D" Street; thence southerly to the north line of 20th Street; thence easterly to the east line of "C" Street; thence northerly to the northwest corner of Parcel 67-263-004; thence easterly to the northeast corner of Parcel 67-263-001; thence southerly to the northwest corner of Parcel 67-251-010; thence easterly to the northeast corner of Parcel 67-251-009; thence southerly to the south line of 20th Street; thence easterly to the northeast corner of Parcel 67-252-007; thence southerly to the southeast corner thereof; thence westerly to the southwest corner of Parcel 67-252-001; thence northerly to the southeast corner of Parcel 67-266-007; thence westerly to the east line of "C" Street; thence north to the south line of 20th Street; thence westerly to the east line of "D" Street; thence southerly to the south line of Parcel 67-277-002; thence southeast to the northeast corner of Parcel 67-274-005; thence southerly to the south line of West Madill Street; thence easterly to the northwest corner of Parcel 67-275-023; thence southerly to the south line of Rossi Avenue; thence west, south, and east along the boundary line of Parcel 67-282-029 to the northwest corner of Parcel 67-282-026; thence southerly to the south line of Texas Street; thence easterly to the west line of "A" Street; thence southerly to the north line of Drake Street; thence easterly to the southeast corner of Parcel 68-142-019; thence westerly and northerly along the boundary of subdivision Sunset Gardens to the south line of Brian Ave; thence easterly to the point south of the southeast corner of Parcel 68-132-036; thence northerly to the northeast corner of said parcel; thence easterly, northerly, and westerly along the boundary of Parcel 68-132-033 to the southeast corner of Parcel 68-132-037; thence northerly to the northeast corner of Parcel 68-131-037; thence easterly and northerly along the south and east boundary of Parcel 68-131-031, to the south line of Southern Pacific Railroad; thence along said south line northwesterly to the east line of "A" Street; thence northerly to the south line of 19th Street; thence easterly to the point which is south of the southeast corner of Parcel 68-011-034; thence northerly along the east boundary lines of Parcels 68-011-034 and 68-011-001 to the south line of E. 18th Street; thence easterly to the west line of Evergreen Avenue; thence southerly to the point which is west of the southwest corner of Parcel 68-017-010; thence easterly to the southeast corner thereof; thence northerly to the south west corner of Parcel 68-041-002; thence easterly to the east line of Hiram Lane; thence northerly to the southwest corner of Parcel 68-041-011; thence easterly to the southeast corner of said parcel; thence southerly to the southwest corner of Parcel 68-041-013; thence easterly to the east line of Alpha Way; thence southerly to the southwest corner of Parcel 68-042-023; thence easterly to the southeast corner thereof; thence southerly to the southwest corner of Parcel 68-042-003; thence easterly to the east line of Crestwood Drive; thence northerly to the northwest corner of Parcel 68-043-011; thence easterly to the southeast corner of Parcel 68-046-034; thence northerly and easterly along the west and north boundary lines of Parcel 68-046-003 to the east line of Cavallo Road; thence north to the southwest corner of Parcel 68-051-015; thence easterly to the southeast corner of Parcel 68-051-019; thence southerly to the southwest corner of Parcel 68-051-042; thence easterly to the southwest corner of Parcel 68-051-024; thence northerly to the northwest

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BOOK 7551 PAGE 988 - A

corner of Parcel 68-051-037; thence easterly to the east line of Biglow Drive; thence northerly to the north line of E. 18th Street; thence easterly to the west line of Hillcrest Avenue; thence southerly along the west line of Hillcrest Avenue to a point which is west of the south west corner of Parcel 51-272-025; thence easterly and northerly along the south and east boundary of said parcel to the south line of E. 18th Street; thence easterly to the northeast corner of Parcel 51-272-006; thence southerly to the southeast corner of Parcel 51-242-005; thence westerly to the east line of Hillcrest Avenue, said line being the Antioch City Limits; thence along said Antioch City Limits line southerly, easterly, northerly, and westerly to the southeast corner of Parcel 51-263-019; thence westerly to the southwest corner of Parcel 51-265-035; thence westerly along the south lines of Parcels 51-120-022 and 51-120-023 to the southeast corner of Parcel 51-120-016; thence westerly to the east line of Hillcrest Avenue; thence northerly to a point which is east of the northeast corner of Parcel 65-262-024; thence westerly to the southeast corner of Parcel 65-262-027; thence westerly along the south line of Lake Alhambra subdivision to the southeast corner of Parcel 65-235-019; thence northerly to the south line of South Lake Drive; thence westerly to the west line of Alhambra Drive; thence southerly to the northeast corner of Parcel 65-142-023; thence along the boundary of said parcel westerly to the east line of Amber Drive; thence northerly to a point which is east of the southeast corner of Parcel 65-143-013; thence westerly to the southwest corner of Parcel 65-143-007; thence northerly to the north line of Amber Drive; thence westerly to the east line of Cavallo Road; thence northerly to a point which is east of the northeast corner of Parcel 65-151-037; thence westerly to the northwest corner thereof; thence southerly to the northeast corner of Parcel 65-151-002; thence westerly to the west line of Noia Avenue; thence southerly to the northeast corner of Parcel 65-152-043; thence westerly to the west line of Wisner Drive; thence northerly to the northeast corner of Parcel 65-152-027; thence westerly and southerly along the north and west lines of said parcel to the northeast corner of Parcel 65-161-001; thence westerly to the west line of Marie Avenue; thence northerly to the southeast corner of Parcel 65-164-012; thence westerly, northerly, and westerly along the boundary of Parcel 65-164-023 to the northwest corner thereof; thence northerly to the south line of East 16th Street; thence westerly to the northeast corner of Parcel 65-172-022; thence southerly to the southeast corner thereof; thence westerly to the north west corner of Parcel 65-172-027; thence southerly to the southeast corner of Parcel 65-172-007; thence westerly along the boundary lines of Parcels 65-172-024, 65-172-025, and 65-172-026 to the northwest corner of Parcel 65-172-028; thence northerly to the southeast corner of Parcel 65-183-009; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-007; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-006; thence westerly to the southwest corner of Parcel 65-183-004; thence northerly to the north line of East 16th Street; thence westerly to the southwest corner of Parcel 65-182-030; thence northerly to the northwest corner thereof; thence easterly to the southeast corner of Parcel 65-182-027; thence northerly to the northwest corner of Parcel 65-181-020; thence easterly to the southeast corner of Parcel 65-181-014; thence northerly and westerly along the east and north line of said parcel to the east line of "A" Street; thence northerly to the northwest corner of Parcel 65-181-018; thence easterly to the southeast

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BOOK 7581 Pg 989

corner of Parcel 65-075-002; thence northerly to the north line of E. 13th Street; thence easterly to the southeast corner of Parcel 65-071-009; thence northerly to the southeast corner of Parcel 65-064-005; thence westerly to "A" Street; thence northerly to the southwest corner of Parcel 65-061-002; thence easterly to the southeast corner thereof; thence northerly to the north line of Wilbur Avenue; thence easterly to the southeast corner of Parcel 66-164-007; thence northerly to the point on the south line of Parcel 66-164-010; thence westerly to the southwest corner of Parcel 66-164-013; thence northerly to the north line of 7th Street; thence easterly to the southeast corner of Parcel 66-162-008; thence northerly to a point on the south line of Parcel 66-162-011; thence easterly and northerly along the southerly and easterly boundaries of said parcel to the south line of 6th Street; thence northerly to the southeast corner of Parcel 66-032-018; thence northerly to the northeast corner thereof; thence easterly to the east line of the roadway described in Book 27 of Deeds at Page 475; thence southerly along the east line thereof to the northwest corner of Parcel 65-050-026; thence easterly to the northeast corner of Parcel 65-050-013; thence north, east, and south along the boundary of Parcel 65-050-006 to the northwest line of Parcel 65-050-005; thence easterly along the northerly and easterly property lines of Parcels 65-050-005, and 65-050-029, to the northeast corner of Parcel 65-050-029; thence southerly to the northerly most point of Parcel 65-050-017; thence southeasterly along the eastern boundary of said Parcel 65-050-017 to the north line of Wilbur Avenue; thence easterly along the north line of Wilbur Avenue to a point which is north of the west line of Marie Avenue; thence south to the south line of Wilbur Avenue, thence east to the northeast corner of Parcel 65-101-014; thence southerly to the northwest corner of Parcel 65-101-015; thence easterly to the northeast corner of Parcel 65-110-012, said corner being on the Antioch City Limits; thence along northerly, and westerly along said City of Antioch boundary to the point of beginning.

* * * * *

END OF DOCUMENT

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17

OFFICE OF THE CITY CLERK



L. JOLENE MARTIN
City Clerk

Recording Requested by
and When Recorded Return to:

City Clerk
City of Antioch
P.O. Box 5007
Antioch, CA 94531-5007

CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 1999-0289937-00
M, NOV 01, 1999 15:02:03
FEE \$0.00
Ttl Pd \$0.00 Nbr-0000718867
lra/R9/1-17

**NOTICE OF ADOPTION OF AN AMENDMENT TO THE REDEVELOPMENT PLAN
FOR THE ANTIOCH REDEVELOPMENT PROJECT**

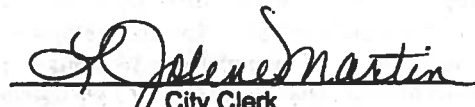
NOTICE IS HEREBY GIVEN that the City Council of the City of Antioch adopted Ordinance NO. 963-C-S and 964-C-S on October 26, 1999, approving and adopting the Amendment to the Redevelopment Plan for the Antioch Redevelopment Project.

A legal description of the boundaries of the Project Area is attached hereto as Exhibit A and incorporated herein by reference.

Proceeding for the redevelopment of the Project Area, as amended, have been instituted under the California Community Redevelopment Law (Health and Safety Code Section 3300 et seq.).

Filed for recordation with the County Recorder of Contra Costa County by order of the City Council of the City of Antioch, California.

Dated: October 29, 1999


City Clerk
City of Antioch

Attachment

289937

ORDINANCE NO. 963-C-S

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF ANTIOCH ESTABLISHING AND AMENDING
CERTAIN LIMITATIONS WITH RESPECT TO THE
REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT**

WHEREAS, the City Council of the City of Antioch (the "City Council") adopted Ordinance No. 290-C-S on July 15, 1975, approving and adopting the Redevelopment Plan (the "Redevelopment Plan") for the Antioch Redevelopment Project (the "Project"); and

WHEREAS, on April 10, 1979, the City Council adopted Ordinance No. 398-C-S, approving and adopting an amendment to the Redevelopment Plan; and

WHEREAS, on November 12, 1986, the City Council adopted Ordinance No. 653-C-S, establishing certain limitations with respect to the Redevelopment Plan; and

WHEREAS, the Antioch Development Agency (the "Agency") has been designated as the official redevelopment agency in the City of Antioch to carry out the functions and requirements of the Community Redevelopment Law of the State of California (Health and Safety Code Section 33000 et seq.) and to implement the Redevelopment Plan; and

WHEREAS, Section 33333.6 of the Community Redevelopment Law requires that every redevelopment plan adopted on or before December 31, 1993, contain certain limitations: (1) if the plan contains the provisions set forth in Section 33670 of the Community Redevelopment Law ("tax increment authority"), a time limit on the establishing of loans, advances and indebtedness which shall not exceed 20 years from the adoption of the redevelopment plan or January 1, 2004, whichever is later; (2) a time limit on the effectiveness of the redevelopment plan which shall not exceed 40 years from the adoption of the redevelopment plan or January 1, 2009, whichever is later; and (3) a time limit on the repayment of indebtedness which shall not exceed 10 years from the termination of the effectiveness of the redevelopment plan; and

WHEREAS, Section 33333.6 further provides that a redevelopment plan adopted prior to January 1, 1994, may be amended by the legislative body by adoption of an

STATE OF CALIFORNIA
County of Contra Costa
City of Antioch

I, L. JoJene Martin, City Clerk in and for said City of Antioch, County of Contra Costa, State of California, do hereby certify under penalty of perjury that the hereto attached and foregoing paper is a full, true and correct copy of _____
Ordinance No. 963-C-5 now on file in this office of said city.

WITNESS, my hand, and Official Seal, this 29th day of October 19 99

L. JoJene Martin
City Clerk, City of Antioch
Contra Costa County, California

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ordinance on or after January 1, 1999, but on or before December 31, 1999, provided that the redevelopment plan as so amended does not exceed the terms provided in that section; and

WHEREAS, Ordinance No. 653-C-S established a time limit for incurring indebtedness that exceeds the maximum permitted by subdivision (a) of Health and Safety Code Section 33333.6 and, therefore, should be amended; and

WHEREAS, the Redevelopment Plan contains an ambiguous termination date for the Redevelopment Plan that should be clarified; and

WHEREAS, a time limit for repayment of indebtedness in accord with Health and Safety Code Section 33333.6 should be established;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANTIOCH DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. A new sentence is hereby added to the end of the last paragraph of subsection 1 of Section 1201 of the Redevelopment Plan to read as follows:

"The Agency shall not establish or incur loans, advances or indebtedness to finance, in whole or in part, the Project after January 1, 2004."

SECTION 2. The existing sentence in Section 406 of the Redevelopment Plan is hereby deleted and replaced by the following:

"Except for the nondiscrimination and nonsegregation provisions that shall run in perpetuity, the provisions of this Plan shall be effective, and the provisions of other documents formulated pursuant to this Plan may be made effective, for forty (40) years from the date of adoption of this Plan. Based upon the date of adoption of the Redevelopment Plan, the effectiveness of the Redevelopment Plan shall terminate on July 15, 2015."

SECTION 3. The Agency shall not pay indebtedness or receive property taxes pursuant to Health and Safety Code Section 33670 after ten (10) years from the termination of the effectiveness of the Redevelopment Plan, as established in Section 2 of this Ordinance. Based upon the termination date established in Section 2 of this Ordinance, the Agency shall not pay indebtedness or receive property taxes pursuant to Section 33670 after July 15, 2025.

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SECTION 4. Ordinance Nos. 290-C-S, 398-C-S and 653-C-S are continued in full force and effect as amended by this Ordinance.

SECTION 5. The City Clerk is hereby directed to send a certified copy of this Ordinance to the Agency.

SECTION 6. Severability. If any part of this Ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance, and this City Council hereby declares that it would have passed the remainder of this Ordinance if such invalid portion thereof had been deleted.

SECTION 7. Publication. The City Clerk is hereby ordered and directed to cause this Ordinance to be published once in *The Ledger Dispatch*, a newspaper of general circulation, published and circulated in the City of Antioch.

SECTION 8. This ordinance shall be in full force and effect thirty (30) days after its passage.

* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch, held on the 28th day of September, 1999, and passed and adopted at a regular meeting thereof, held on the 26th day of October, 1999.

AYES: Council Members Freitas, Soliz, Davis, and Mayor Rocha.

NOES: Council Member Sudario.

ABSENT: None.

s/ Mary Helen Rocha
MAYOR OF THE CITY OF ANTIOCH

ATTEST:

s/ L. Jolene Martin
CITY CLERK OF THE CITY OF ANTIOCH


STATE OF CALIFORNIA
County of Contra Costa

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City of Antioch

I L. Jolene Martin, City Clerk in and for said City of Antioch, County of Contra Costa, State of California, do hereby certify under penalty of perjury that the hereto attached and foregoing paper is a full, true and correct copy of Ordinance No. 964-C-S now on file in this office of said city.

WITNESS, my hand, and Official Seal, this 29th day of October 19 99


City Clerk, City of Antioch
Contra Costa County, California

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ORDINANCE NO. 964-C-S
AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF ANTIOCH, CALIFORNIA, AMENDING
ORDINANCE NOS. 290-C-S, 398-C-S, 653-C-S AND
APPROVING AND ADOPTING AN AMENDMENT
TO THE REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT

WHEREAS, the City Council of the City of Antioch (the "City Council") adopted Ordinance No. 290-C-S on July 15, 1975, approving and adopting the Redevelopment Plan (the "Redevelopment Plan") for the Antioch Redevelopment Project (the "Project") and adopted Ordinance No. 398-C-S on April 10, 1979, Ordinance No. 653-C-S on November 12, 1986, and Ordinance No. 963-C-S, on October 26, 1999, amending the Redevelopment Plan; and

WHEREAS, the City Council has received from the Antioch Development Agency (the "Agency") a proposed amendment (the "Amendment") to the Redevelopment Plan, a copy of which is on file at the office of the Agency and at the office of the City Clerk, both at City Hall, Third and H Streets, Antioch, California, together with the Report of the Agency to the City Council on the proposed Amendment, including: (1) the reasons for amending the Redevelopment Plan; (2) the report and recommendations of the Planning Commission of the City of Antioch (the "Planning Commission"); and (3) the Negative Declaration; and

WHEREAS, the proposed Amendment would re-establish the time period within which the Agency can exercise its eminent domain authority and make certain other minor, technical amendments to bring the Redevelopment Plan into conformity with the current Community Redevelopment Law (Health and Safety Code Section 33000 et seq.); and

WHEREAS, by Resolution No. 99-19, adopted on August 18, 1999, the Planning Commission has reported that the Redevelopment Plan, as it is proposed to be amended by the Amendment, conforms to the General Plan of the City of Antioch and has recommended approval of the proposed Amendment; and

WHEREAS, a Negative Declaration was prepared on the proposed Amendment in accordance with the California Environmental Quality Act (Public Resources Code Section 21000 et seq.), the Guidelines for Implementation of the California

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Environmental Quality Act (14 Cal. Code Regs. Section 15000 et seq.), and environmental procedures adopted by the Agency pursuant thereto; and

WHEREAS, the Agency and the City Council have reviewed and considered the Negative Declaration on the proposed Amendment and have each approved the Negative Declaration; and

WHEREAS, the City Council and the Agency held a joint public hearing on September 28, 1999, on the adoption of the Amendment and approval of the Negative Declaration on the Amendment in the City Council Chambers, Third and H Streets, Antioch, California; and

WHEREAS, a notice of said hearing was duly and regularly published in *The Ledger Dispatch*, a newspaper of general circulation in the City of Antioch, once a week for three successive weeks prior to the date of said hearing, and a copy of said notice and affidavit of publication are on file with the City Clerk and the Agency; and

WHEREAS, copies of the notice of joint public hearing and a statement concerning acquisition of property by the Agency were mailed to the last known address of each assessee of each parcel of land in the Project Area, as shown on the last equalized assessment roll of the County of Contra Costa; and

WHEREAS, copies of the notice of joint public hearing were mailed to each business and resident in the Project Area; and

WHEREAS, copies of the notice of joint public hearing were mailed by certified mail with return receipt requested to the governing body of each taxing agency that receives taxes from property in the Project Area; and

WHEREAS, the City Council has considered the Report of the Agency, the report and recommendations of the Planning Commission, the proposed Amendment and the Negative Declaration; has provided an opportunity for all persons to be heard; and has received and considered all evidence and testimony presented for or against any and all aspects of the proposed Amendment;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANTIOCH DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The purpose and intent of the City Council with respect to the Amendment is to promote the full and effective implementation of the Redevelopment

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Plan for the Antioch Redevelopment Project by re-establishing, for an additional twelve (12) years, the Agency's power to acquire property by eminent domain. Implementation of the Redevelopment Plan will serve to eliminate blight and improve the physical and economic conditions in the Project Area.

SECTION 2. The City Council hereby finds and determines that:

(a) Remaining blight exists within the Project Area, the redevelopment of which is necessary to effectuate the public purposes in the Community Redevelopment Law. This finding is based upon the facts set forth in the Agency's Report to the City Council, particularly the descriptions of deterioration, stagnated or decreased property values, vacancy rates, low lease rates, asbestos and other blighting conditions.

(b) It is necessary and desirable to amend the Redevelopment Plan in the manner set forth in the proposed Amendment in order to carry out the redevelopment of the Project Area and make possible the achievement of the goals and objectives of the Redevelopment Plan. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that, without eminent domain authority, the Agency will not be able to assemble sites and eliminate remaining blight within the Project Area.

(c) The proposed Amendment will aid in the redevelopment of the Project Area in conformity with the Community Redevelopment Law and in the interests of the public peace, health, safety and welfare. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that implementation of the Redevelopment Plan will serve to eliminate remaining blight and improve physical and economic conditions in the Project Area and that eminent domain authority is necessary for the full and effective implementation of the Redevelopment Plan.

(d) The Redevelopment Plan, as it is proposed to be amended by the Amendment, is consistent with the General Plan of the City of Antioch. This finding is based upon the findings of the Planning Commission set forth in Resolution No. 99-19, adopted on August 18, 1999, a copy of which is included in the Agency's Report to the City Council.

(e) The carrying out of the Redevelopment Plan, as it is proposed to be amended by the Amendment, will promote the public peace, health, safety and welfare of the City of Antioch and will effectuate the purposes and policy of the

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Community Redevelopment Law. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that redevelopment, as contemplated by the Redevelopment Plan, will benefit the Project Area by authorizing the Agency to assemble sites for redevelopment to correct the significant blight remaining in the Project Area.

(f) The condemnation of real property within the Project Area, as provided for in the proposed Amendment, is necessary to the execution of the Redevelopment Plan, and adequate provisions have been made for the payment for property to be acquired as provided by law. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that, without eminent domain authority, certain sites within the Project Area could not be assembled for redevelopment. This finding is further based on the fact that, in connection with the acquisition of property by the Agency, the Agency will comply with all applicable provisions of the California Eminent Domain Law (Code of Civil Procedure Section 1230.010 et seq.) and the California Relocation and Real Property Acquisition Law (Government Code Section 7260 et seq.), including provisions requiring the payment of just compensation.

(g) The elimination of blight and the redevelopment of the Project Area could not reasonably be expected to be accomplished by private enterprise acting alone without the aid and assistance of the Agency. This finding is based upon the facts that, because of the higher costs and more significant risks associated with development of blighted areas, individual developers are unable and unwilling to invest in blighted areas without substantial public assistance; that funds of other public sources and programs are insufficient to eliminate the blighting conditions; and that, without the Agency's use of eminent domain, sites could not be assembled for redevelopment.

(h) The time limitation in the Redevelopment Plan regarding the Agency's eminent domain authority, as amended by the Amendment, is reasonably related to the proposed projects to be implemented in the Project Area and the ability of the Agency to eliminate blight within the Project Area. This finding is based upon the fact that Section 33333.4 of the Community Redevelopment Law provides that a time limit, not to exceed 12 years from the adoption of the Redevelopment Plan, may be established for commencement of eminent domain proceedings to acquire property within the Project Area and that said time limit may be extended by amendment of the Redevelopment Plan.

SECTION 3. In order to implement and facilitate the effectuation of the proposed Amendment, certain official actions must be taken by the City Council; accordingly, the

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City Council hereby: (a) pledges its cooperation in helping to carry out the Redevelopment Plan, as amended by the Amendment; (b) directs the various officials, departments, boards and agencies of the City of Antioch having administrative responsibilities in the Project Area likewise to cooperate to such end and to exercise their respective functions and powers in a manner consistent with the Redevelopment Plan, as amended by the Amendment; (c) stands ready to consider and take appropriate action on proposals and measures designed to effectuate the Redevelopment Plan, as amended by the Amendment; and (d) declares its intention to undertake and complete any proceedings, including the expenditure of moneys, necessary to be carried out by the City under the provisions of the Redevelopment Plan, as amended by the Amendment.

SECTION 4. The Council is satisfied that written objections, if any, received before or at the noticed public hearing have been responded to in writing. In addition, written findings have been adopted in response to each written objection, if any, of an affected property owner or taxing entity filed with the City Clerk either before or at the noticed public hearing.

SECTION 5. The Redevelopment Plan, as adopted and amended by Ordinance Nos. 290-C-S, 398-C-S, 653-C-S and 963-C-S, is hereby further amended as set forth in the "Amendment to the Redevelopment Plan for the Antioch Redevelopment Project," attached hereto. As so amended, the Redevelopment Plan is incorporated by reference herein. The Executive Director of the Agency is hereby authorized to combine the Redevelopment Plan, as amended by the Amendment, into a single document, and said document, when filed with the City Clerk and the Secretary of the Agency, shall constitute the official Redevelopment Plan for the Antioch Redevelopment Project.

SECTION 6. Ordinance Nos. 290-C-S, 398-C-S, 653-C-S and 963-C-S, are continued in full force and effect as amended by this Ordinance.

SECTION 7. The City Clerk is hereby directed to send a certified copy of this Ordinance to the Agency, and the Agency is hereby vested with the responsibility for carrying out the Redevelopment Plan, as amended by the Amendment.

SECTION 8. The City Clerk is hereby directed to record with the County Recorder of Contra Costa County a notice of the approval and adoption of the Amendment pursuant to this Ordinance, containing a statement that proceedings for the redevelopment of the Project Area pursuant to the Redevelopment Plan, as amended by the Amendment, have been instituted under the Community Redevelopment Law.

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SECTION 9. The City Clerk is hereby ordered and directed to certify to the passage of this Ordinance and to cause the same to be published once in *The Ledger Dispatch*, a newspaper of general circulation, published and circulated in the City of Antioch.

SECTION 10. If any part of this Ordinance, or the Amendment that it approves, is held to be invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance or of the Amendment, and this City Council hereby declares that it would have passed the remainder of the Ordinance, or approved the remainder of the Amendment, if such invalid portion thereof had been deleted.

SECTION 11. Effective Date. This Ordinance shall be in full force and effect thirty (30) days after its adoption.

* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch, held on the 28th day of September, 1999, and passed and adopted at a regular meeting thereof, held on the 26th day of October, 1999.

AYES: Council Members Freitas, Soliz, Davis, and Mayor Rocha.

NOES: Council Member Sudario.

ABSENT: None.

s/ Mary Helen Rocha
MAYOR OF THE CITY OF ANTIOCH

ATTEST:

s/ L. Jolene Martin
CITY CLERK OF THE CITY OF ANTIOCH

EXHIBIT "A"

PROJECT AREA
BOUNDARY DESCRIPTION

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Beginning at the most northerly boundary corner of the City of Antioch; thence generally south along the West boundary to a point on the north line of State Highway 4 and its intersection with the east line of the Los Medanos Wasteway; thence southerly along said east line to the south line of Delta Fair Boulevard; thence easterly along said south line to the northwest corner of Parcel 74-123-04; thence southerly and easterly along the west and south boundaries of said parcel to the west line of Fairview Drive; thence southerly along said west line to the north line of Parcel 74-123-05; thence westerly along said north line to the north line of a 100 foot East Bay Municipal Utility District right-of-way; thence westerly along said north line to the east line of said Los Medanos Wasteway; thence southerly along said east line to the south line of Buchanan Road; thence easterly along said south line to the northwest corner of Parcel 75-010-07; thence southerly and easterly along south and west boundaries of said parcel to the center line of Somersville Road; thence southerly along said center line to a point on the southwest line of the Contra Costa Canal, said point being on the boundary of the City of Antioch; thence southerly, easterly, and northerly along said boundary to said southwest line of the Contra Costa Canal; thence northerly along said southwest line to the east line of Markley Creek; thence northeasterly along said east line to the west line of Parcel 76-030-068; thence southerly, easterly, and northerly along the west, south, and east boundary lines of said parcel to the east line of Markley Creek; thence northeasterly along said east line to the north line of Mahogany Way; thence westerly along said north line to the southwest corner of Parcel 74-370-008; thence northerly along the west line of said parcel to the south line of Sycamore Drive; thence easterly along said south line to the northeast corner of said Parcel 74-370-008; thence northerly across Sycamore Drive and along the east boundary of Parcel 74-370-004 to the south line of the Southern Pacific Railroad; thence easterly along the Southern Pacific Railroad to a point which is south of the southwest corner of Parcel 74-321-002; thence northwesterly along the south line of Fairview Terrace subdivision to the southeast corner of Parcel 74-180-003; thence along the southeast boundary of said parcel to the north line of West 18th Street; thence along said north line to the southeast corner of Parcel 74-171-003; thence along the west line of the Fairview Terrace subdivision to a point on the south line of Parcel 74-160-001; thence easterly along the north line of Parcel 74-160-008 and Parcel 74-334-027 to the northeast corner of said Parcel 74-334-027; thence north along the east line of Parcel 74-334-026 and Parcel 74-334-015 to the south line of 10th Street; thence easterly along the south line of 10th Street to the west line of Parcel 67-021-001; thence southerly and easterly along the boundary of said parcel and Parcel 67-021-002 and across "L" Street to the east line, thence south to the southwest corner of Parcel 67-022-002; thence easterly along the north line of Loma Lane to the east line of "H" Street; thence northerly to the northwest corner of Parcel 67-050-016; thence easterly to the east line of "G" Street; thence southerly to the southwest corner of Parcel 67-060-001; thence easterly and northerly along said boundary to the south line of 10th Street; thence westerly to a point which is south of the

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southeast corner of Parcel 66-207-014; thence northerly along the east line of Parcels 66-207-014 and 66-207-008 to the south line of 9th Street; thence west to the east line of "G" Street; thence northerly to the northwest corner of Parcel 66-203-014; thence westerly to the west line of "H" Street; thence southerly to the southeast corner of Parcel 66-205-008; thence westerly to the southeast corner of Parcel 66-217-007; thence along the boundary of said parcel northerly and westerly to the west line of "L" Street; thence southerly to the north line of 10th Street; thence westerly to the west line of "O" Street; thence northerly along "O" Street to the northeast corner of Parcel 74-130-043; thence westerly 150 feet; thence northerly to the south line of 6th Street; thence east to the east line of "M" Street; thence north to the south line of 4th Street; thence east to the east line of "L" Street; thence north to the northwest corner of Parcel 66-103-008; thence easterly to the southwest corner of Parcel 66-092-012; thence southerly to the south line of 3rd Street; thence easterly to the northeast corner of Parcel 66-107-009; thence south to the south line of Fourth Street; thence east to the northeast corner of Parcel 66-133-010; thence south to the southeast corner thereof; thence easterly to the east line of "I" Street to the west line of Parcel 66-141-006; thence southerly, easterly, and northerly along the west, south, and east boundary of said parcel to the northwest corner of parcel 66-141-005; thence easterly to the west line of "H" Street; thence southerly to the south line of 6th Street; thence easterly to the east line of "F" Street; thence northerly to the south line of 4th Street; thence easterly to the northeast corner of Parcel 66-144-009; thence northerly to the northwest corner of Parcel 66-052-004; thence easterly and along the north lines of Parcels 66-057-004, 66-057-003, 66-057-002, and 66-057-001 to the east line of "E" Street; thence northerly to the south line of 3rd Street; thence east to the west line of "C" Street; thence southerly to the south line of 4th Street; thence easterly to the west line of "B" Street; thence southerly to the south line of 6th Street; thence easterly to the northeast corner of Parcel 66-161-013; thence southerly to the north line of 8th Street; thence westerly to the southwest corner of Parcel 66-163-003; thence southerly to the north line of 9th Street; thence westerly to the west line of "B" Street; thence southerly to the north line of 10th Street; thence westerly to the southwest corner of Parcel 66-189-003; thence southerly and easterly along the boundary of Parcel 67-092-001, to the northeast corner of Parcel 67-092-003; thence southerly to the southeast corner of Parcel 67-093-016; thence westerly, southerly, and easterly along the north, west, and south boundary lines of Parcel 67-093-019 to the northwest corner of Parcel 67-102-067; thence southerly to the southwest corner of Parcel 67-102-052; thence easterly to the northeast corner of Parcel 67-102-007; thence southerly to the south side of 15th Street; thence easterly to the northeast corner of Parcel 67-103-026; thence southerly to the southeast corner thereof; thence southerly, easterly, southerly, and westerly along the eastern boundary lines of Parcel 67-103-017 to the northwest corner of Parcel 67-103-018; thence southerly to the south line of 17th Street; thence west and south along the boundary of Parcel 67-243-030 to the southwest corner thereof; thence westerly to the northwest corner of Parcel 67-243-006; thence southerly to the south line of 18th Street; thence westerly to the northwest corner of Parcel 67-246-008; thence southerly to the southwest corner thereof; thence westerly to the northeast corner of Parcel 67-262-002; thence southerly

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to the north line of 19th Street; thence westerly to the southwest corner of Parcel 67-251-004; thence northerly to the northwest corner thereof; thence westerly to the east line of "D" Street; thence southerly to the north line of 20th Street; thence easterly to the east line of "C" Street; thence northerly to the northwest corner of Parcel 67-263-004; thence easterly to the northeast corner of Parcel 67-263-001; thence southerly to the northwest corner of Parcel 67-251-010; thence easterly to the northeast corner of Parcel 67-251-009; thence southerly to the south line of 20th Street; thence easterly to the northeast corner of Parcel 67-252-007; thence southerly to the southeast corner thereof; thence westerly to the southwest corner of Parcel 67-252-001; thence northerly to the southeast corner of Parcel 67-266-007; thence westerly to the east line of "C" Street; thence north to the south line of 20th Street; thence westerly to the east line of "D" Street; thence southerly to the south line of Parcel 67-277-002; thence southeast to the northeast corner of Parcel 67-274-005; thence southerly to the south line of West Madill Street; thence easterly to the northwest corner of Parcel 67-275-023; thence southerly to the south line of Rossi Avenue; thence west, south, and east along the boundary line of Parcel 67-282-029 to the northwest corner of Parcel 67-232-026; thence southerly to the south line of Texas Street; thence easterly to the west line of "A" Street; thence southerly to the north line of Drake Street; thence easterly to the southeast corner of Parcel 63-142-019; thence westerly and northerly along the boundary of subdivision Sunset Gardens to the south line of Brian Ave; thence easterly to the point south of the southeast corner of Parcel 68-132-036; thence northerly to the northeast corner of said parcel; thence easterly, northerly, and westerly along the boundary of Parcel 68-132-033 to the southeast corner of Parcel 68-132-037; thence northerly to the northeast corner of Parcel 68-131-037; thence easterly and northerly along the south and east boundary of Parcel 68-131-031, to the south line of Southern Pacific Railroad; thence along said south line northwesterly to the east line of "A" Street; thence northerly to the south line of 19th Street; thence easterly to the point which is south of the southeast corner of Parcel 68-011-034; thence northerly along the east boundary lines of Parcels 68-011-034 and 68-011-001 to the south line of E. 18th Street; thence easterly to the west line of Evergreen Avenue; thence southerly to the point which is west of the southwest corner of Parcel 68-017-010; thence easterly to the southeast corner thereof; thence northerly to the south west corner of Parcel 68-041-002; thence easterly to the east line of Helmut Lane; thence northerly to the southwest corner of Parcel 68-041-011; thence easterly to the southeast corner of said parcel; thence southerly to the southwest corner of Parcel 68-041-013; thence easterly to the east line of Alpha Way; thence southerly to the southwest corner of Parcel 68-042-023; thence easterly to the southeast corner thereof; thence southerly to the southwest corner of Parcel 68-042-003; thence easterly to the east line of Crestwood Drive; thence northerly to the northwest corner of Parcel 68-043-011; thence easterly to the southeast corner of Parcel 68-046-034; thence northerly and easterly along the west and north boundary lines of Parcel 68-046-003 to the east line of Cavallo Road; thence north to the southwest corner of Parcel 68-051-015; thence easterly to the southeast corner of Parcel 68-051-019; thence southerly to the southwest corner of Parcel 68-051-042; thence easterly to the southwest corner of Parcel 68-051-024; thence northerly to the northwest

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corner of Parcel 68-051-037; thence easterly to the east line of Biglow Drive; thence northerly to the north line of E. 18th Street; thence easterly to the west line of Hillcrest Avenue; thence southerly along the west line of Hillcrest Avenue to a point which is west of the south west corner of Parcel 51-272-035; thence easterly and northerly along the south and east boundary of said parcel to the south line of E. 18th Street; thence easterly to the northeast corner of Parcel 51-272-006; thence southerly to the southeast corner of Parcel 51-242-005; thence westerly to the east line of Hillcrest Avenue, said line being the Antioch City Limits; thence along said Antioch City Limits line southerly, easterly, northerly, and westerly to the southeast corner of Parcel 51-263-019; thence westerly to the southwest corner of Parcel 51-265-035; thence westerly along the south lines of Parcels 51-120-022 and 51-120-023 to the southeast corner of Parcel 51-120-016; thence westerly to the east line of Hillcrest Avenue; thence northerly to a point which is east of the northeast corner of Parcel 65-262-024; thence westerly to the southeast corner of Parcel 65-262-027; thence westerly along the south line of Lake Alhambra subdivision to the southeast corner of Parcel 65-235-019; thence northerly to the south line of South Lake Drive; thence westerly to the west line of Alhambra Drive; thence southerly to the northeast corner of Parcel 65-142-023; thence along the boundary of said parcel westerly to the east line of Amber Drive; thence northerly to a point which is east of the southeast corner of Parcel 65-143-013; thence westerly to the southwest corner of Parcel 65-143-007; thence northerly to the north line of Amber Drive; thence westerly to the east line of Cavallo Road; thence northerly to a point which is east of the northeast corner of Parcel 65-151-037; thence westerly to the northwest corner thereof; thence southerly to the northeast corner of Parcel 65-151-002; thence westerly to the west line of Noia Avenue; thence southerly to the northeast corner of Parcel 65-152-043; thence westerly to the west line of Wisner Drive; thence northerly to the northeast corner of Parcel 65-152-027; thence westerly and southerly along the north and west lines of said parcel to the northeast corner of Parcel 65-161-001; thence westerly to the west line of Marie Avenue; thence northerly to the southeast corner of Parcel 65-164-012; thence westerly, northerly, and westerly along the boundary of Parcel 65-164-023 to the northwest corner thereof; thence northerly to the south line of East 16th Street; thence westerly to the northeast corner of Parcel 65-172-022; thence southerly to the southeast corner thereof; thence westerly to the north west corner of Parcel 65-172-027; thence southerly to the southeast corner of Parcel 65-172-007; thence westerly along the boundary lines of Parcels 65-172-024, 65-172-025, and 65-172-020 to the northwest corner of Parcel 65-172-028; thence northerly to the southeast corner of Parcel 65-183-009; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-007; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-006; thence westerly to the southwest corner of Parcel 65-183-004; thence northerly to the north line of East 16th Street; thence westerly to the southwest corner of Parcel 65-182-030; thence northerly to the northwest corner thereof; thence easterly to the southeast corner of Parcel 65-182-027; thence northerly to the northwest corner of Parcel 65-181-020; thence easterly to the southeast corner of Parcel 65-181-014; thence northerly and westerly along the east and north line of said parcel to the east line of "A" Street; thence northerly to the northwest corner of Parcel 65-181-018; thence easterly to the southeast

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BOOK 7581 PG 989

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corner of Parcel 65-075-002; thence northerly to the north line of E. 13th Street; thence easterly to the southeast corner of Parcel 65-071-009; thence northerly to the southeast corner of Parcel 65-064-005; thence westerly to "A" Street; thence northerly to the southwest corner of Parcel 65-061-008; thence easterly to the southeast corner thereof; thence northerly to the north line of Wilbur Avenue; thence easterly to the southeast corner of Parcel 66-164-007; thence northerly to the point on the south line of Parcel 66-164-010; thence westerly to the southwest corner of Parcel 66-164-013; thence northerly to the north line of 7th Street; thence easterly to the southeast corner of Parcel 66-162-008; thence northerly to a point on the south line of Parcel 66-162-011; thence easterly and northerly along the southerly and easterly boundaries of said parcel to the south line of 6th Street; thence northerly to the southeast corner of Parcel 66-032-018; thence northerly to the northeast corner thereof; thence easterly to the east line of the roadway described in Book 27 of Deeds at Page 475; thence southerly along the east line thereof to the northwest corner of Parcel 65-050-026; thence easterly to the northeast corner of Parcel 65-050-013; thence north, east, and south along the boundary of Parcel 65-050-006 to the northwest line of Parcel 65-050-005; thence easterly along the northerly and easterly property lines of Parcels 65-050-005, and 65-050-029, to the northeast corner of Parcel 65-050-029; thence southerly to the northerly most point of Parcel 65-050-017; thence southeasterly along the eastern boundary of said Parcel 65-050-017 to the north line of Wilbur Avenue; thence easterly along the north line of Wilbur Avenue to a point which is north of the west line of Marie Avenue; thence south to the south line of Wilbur Avenue, thence east to the northeast corner of Parcel 65-101-014; thence southerly to the northwest corner of Parcel 65-101-015; thence easterly to the northeast corner of Parcel 65-110-012, said corner being on the Antioch City Limits; thence along northerly, and westerly along said City of Antioch boundary to the point of beginning.

+ + + + + * * * *

(END OF DOCUMENT)

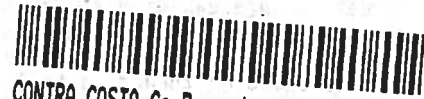
END OF DOCUMENT

4. Exception_04b_20770192911

6

**RECORDED AT REQUEST OF
AND FOR THE BENEFIT OF:
CITY OF ANTIOCH**

**WHEN RECORDED MAIL TO:
L. Jolene Martin
City Clerk
P.O. Box 5007
Antioch, CA 94531-5007**



**CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2007-0192911-00**

Check Number
Tuesday, JUL 03, 2007 14:32:00
FRE \$0.0011

Ttl Pd \$0.00

Nbr-0003770708
lee/R5/1-6

**REVISED NOTICE OF ADOPTION OF THE
REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT AREA NO. 1**

Recording Requested by
and When Recorded Return to:

L. Jolene Martin, City Clerk
City of Antioch
P.O. Box 5007
Antioch, Ca 94531-5007

Exempt from recording fees pursuant to
Government Code Section 27383

**ALL PROPERTY TO WHICH THIS NOTICE PERTAINS
IS LOCATED WITHIN THE ANTIOCH REDEVELOPMENT PROJECT AREA NO. 1**

**REVISED NOTICE OF ADOPTION OF THE
REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT AREA NO. 1**

NOTICE IS HEREBY GIVEN, in compliance with Section 33373(c) of the California Health and Safety Code which became effective January 1, 2007, that the City Council of the City of Antioch, California ("City Council") adopted Ordinance No. 290 C.S. on July 15, 1975, as amended, approving and adopting the Redevelopment Plan for the Antioch Project Area No. 1 (the "Redevelopment Plan"). The Antioch Development Agency ("Agency") is vested with the responsibility to carry out the Redevelopment Plan.

A legal description of the boundaries of Project Area No. 1 is attached hereto as Exhibit A and incorporated herein by reference and a copy of the Redevelopment Plan may be obtained from the Agency.

Proceedings for the redevelopment of Project Area No. 1, as contemplated by the Redevelopment Plan have been instituted under the California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*).

AGENCY'S EMINENT DOMAIN AUTHORITY. Sections 104, 105 and 701 of the Redevelopment Plan provides as follows:

When the Agency exercises its power of eminent domain, it shall be exercised within the following limitations:

The Redevelopment Plan may be amended by means of the procedures established in Section 33354.6 and/or Sections 33450-33458 of the Community Redevelopment Law or by any other procedure hereafter established by law; however, the Redevelopment Plan may not be

1017001v1 21132/0001

amended to provide for the acquisition by eminent domain on any property zoned for residential uses as of the date the ordinance adopting the third amendment to the Plan becomes effective.

It is in the public interest and is necessary in order to eliminate the conditions requiring redevelopment and in order to execute this Plan for the power of eminent domain to be employed by the Agency to acquire real property in the Project Area which cannot be acquired by gift, devise, exchange, purchase, or any other lawful method. Eminent Domain proceedings, if used, must be commenced within twelve (12) years from the date the ordinance adopting the third amendment to the Plan becomes effective (or by October 26, 2011). This time limit for commencement of eminent domain proceedings may be extended only by amendment of the Plan.

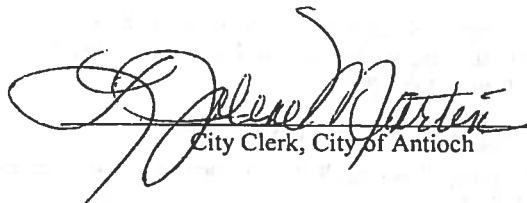
The Agency shall not acquire by eminent domain real property zoned for residential uses as of the date the ordinance adopting the third amendment to the Plan becomes effective.

It is the policy of the Agency to encourage the participation of property owners and businesses within the Project Area. Accordingly, the Agency has adopted Rules Governing Participation by, and the Extension of Reasonable Preferences to, Property Owners and Tenants in Project Area No. 1, which extend reasonable preferences to property owners and tenants in the Project Area, to participate in the redevelopment of the Project Area. The power of eminent domain shall not be exercised except in compliance with the rules and procedures set forth therein, as amended from time to time.

Generally, personal property shall not be acquired. However, where necessary in the execution of the Redevelopment Plan, the Agency is authorized to acquire personal property in the Project Area by any lawful means.

Filed for recordation with the County Recorder of Contra Costa County by order of the City Council of the City of Antioch, California.

Dated: June 21, 2007.


City Clerk, City of Antioch

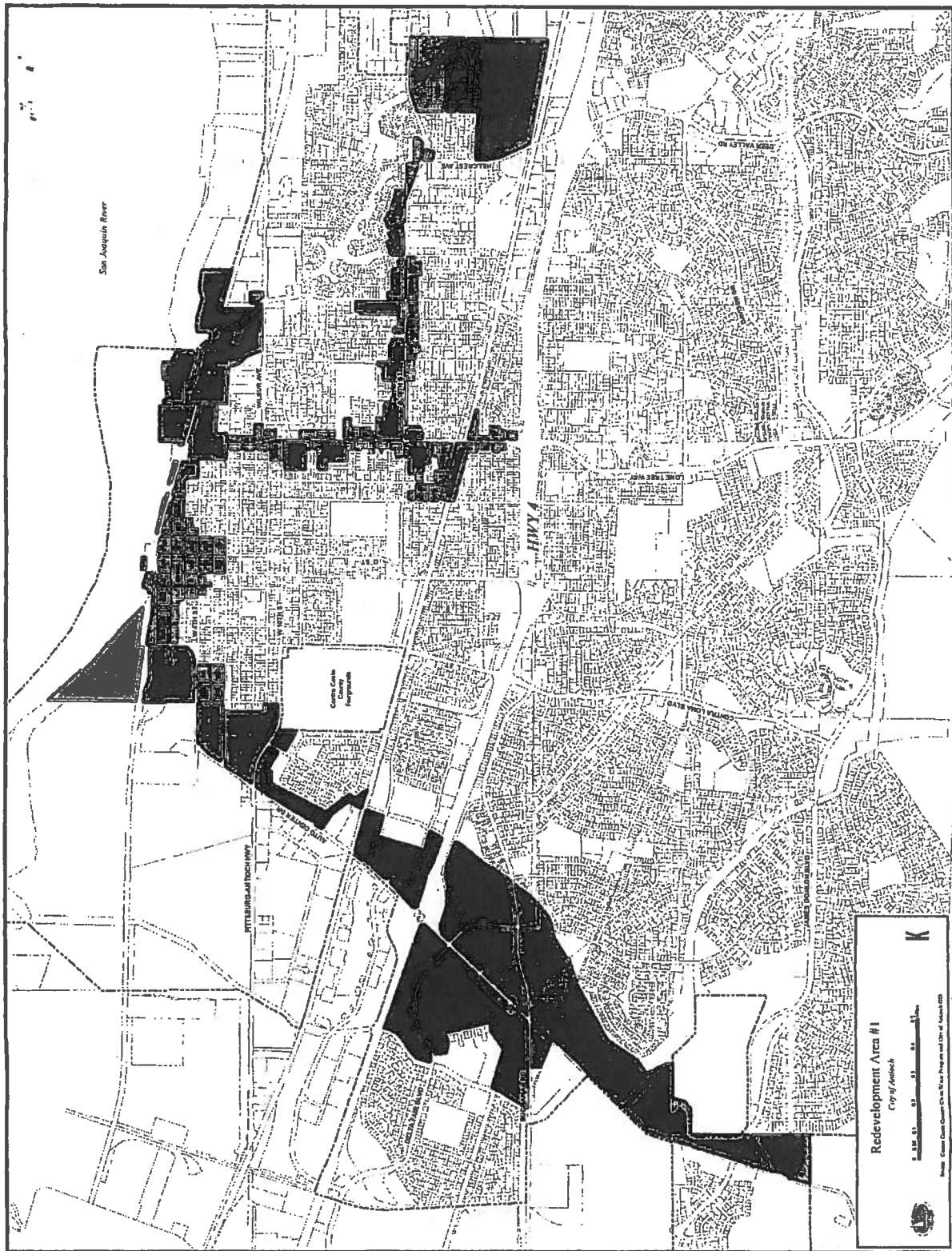
Attachment: Legal Description

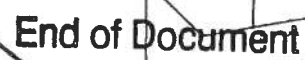
EXHIBIT A

LEGAL DESCRIPTION OF PROJECT AREA NO. 1

Exhibit A

1017001v1 21132/0001





5. Exception_05_7953582

Mail to:
City Clerk
City of Antioch
P.O. Box 130
Antioch, Ca 94509

APR 24 1979 13
79 53582
ORDINANCE NO. 398-C-S

RECORDED AT REQUEST OF
City of Antioch
APR 24 1979
AT 2 O'CLOCK
CONTRA COSTA COUNTY RECORDS
M. OLSSON
RECORDER

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH,
APPROVING AND ADOPTING AN AMENDMENT TO THE REDEVELOPMENT
PLAN FOR THE ANTIOCH DEVELOPMENT AGENCY.

OFFL

9323 MAY 27 1979

WHEREAS, the City Council of the City of Antioch (this "City Council") has approved and adopted the Redevelopment Plan for the Antioch Development Agency Project Area (the "Redevelopment Plan") pursuant to Ordinance No. 290-C-S adopted by the Mayor and City Council of the City of Antioch on July 15, 1975; and

WHEREAS, the Antioch Development Agency (the "Agency") has filed the appropriate documents pursuant to Section 33375 of the Health and Safety Code and Section 54900, et seq. of the Government Code; and

WHEREAS, the base year for taxes allocated pursuant to Section 33670 of the Health and Safety Code is the 1975-1976 tax year, and such tax allocation monies have been remitted by the County of Contra Costa (the "County") and received by the Agency under the Community Redevelopment Law of the State of California; and

WHEREAS, the Agency, Staff and City Council, prior to and at the time of adoption of the Redevelopment Plan, intended that the Redevelopment Plan be sufficient authority for the allocation of taxes pursuant to Section 33670 of the Health and Safety Code; and

WHEREAS, the Agency has pursued projects as specified in the Redevelopment Plan; and

WHEREAS, in pursuing these projects it has come to the Agency's attention that the goals and objectives of the Redevelopment Plan would best profit by the adoption of certain revisions of said plan; and

WHEREAS, the Amendment to the Redevelopment Plan will not cause the taxing agencies to incur any additional adverse tax consequences; and

WHEREAS, the Agency has formulated, prepared and approved the proposed Amendment; and

9323 PAGE 274

WHEREAS, the Antioch Project Area Committee has reviewed the proposed Amendment and made a recommendation to the Agency to approve said proposed Amendment; and

WHEREAS, the Planning Commission of the City of Antioch has submitted its report and recommendations to the City Council recommending approval of the proposed Amendment; and

WHEREAS, the City of Antioch has previously approved an Environmental Impact Report for the Redevelopment Plan dated July 8, 1975; and

WHEREAS, the City of Antioch has assessed the environmental consequences of the proposed Amendment and has determined that the project is exempt from further compliance with the California Environmental Quality Act (CEQA) as the project has previously complied with the provisions of CEQA and there has been no substantial change in either the project as originally reviewed or the circumstances under which the project is to be undertaken, and Notice of Exemption was filed and posted on February 9, 1979, which has received no comments or objections, all pursuant to CEQA and the rules and regulations promulgated thereunder for the project plan Amendment; and

WHEREAS, during a public hearing held on March 27, 1979, the City Council solicited additional comments regarding the environmental effects of the proposed Amendment and has authorized the filing of a Notice of Determination for said Amendment, all pursuant to CEQA and the rules and regulations promulgated thereunder; and

WHEREAS, the proper procedures for determining the environmental impact of the Amendment were pursued by the Agency and the City of Antioch in accordance with CEQA; and

WHEREAS, pursuant to notice duly given as required by the Community Redevelopment Law, a full and fair public hearing has been held on the Amendment; and

WHEREAS, the Agency has adopted its resolution entitled "Resolution of the Antioch Development Agency Approving a Plan

BOOK 9323 PAGE 275

Amendment to the Redevelopment Plan for the Antioch Development Agency Project Area"; and

WHEREAS, all actions required by the Community Redevelopment Law and other applicable laws have been taken in an appropriate, timely manner.

NOW, THEREFORE, the City Council of the City of Antioch, California, does ordain as follows:

SECTION I:

The purposes and intent of the City Council with respect to the Project Area are to:

1. Eliminate the conditions of blight existing in the Project Area;
2. Insure, as far as possible, that the causes of blighting conditions in the Project Area will be either eliminated or protected against;
3. Encourage the rehabilitation, rebuilding, and development of the Project Area;
4. Encourage and foster the economic revitalization of the Project Area; and
5. Redevelop and rebuild the public facilities in the Project Area to provide safer, more efficient public services.

SECTION II:

The Plan Amendment to the Redevelopment Plan for the Antioch Development Agency Project Area transmitted to the City Council by the foregoing entitled Agency resolution is hereby incorporated herein by reference and made a part hereof as fully as if set out at length herein.

SECTION III:

The City Council hereby designates the Amendment herein approved and incorporated by reference pursuant Section II hereinabove and the Redevelopment Plan as the official Redevelopment Plan as amended for the Antioch Development Agency Project Area.

SECTION IV:

330 9323 PAGE 276

The City Council hereby finds and determines and further reaffirms the previous determinations of the City Council with regard to blight as evidenced by adoption of Ordinance No. 290-C-S that:

1. The Project Area was blighted at the time of adoption of said Ordinance and so continues to exhibit blighting conditions to such an extent that it constitutes a serious physical and economic burden on the City of Antioch which cannot be reasonably expected to be reversed or alleviated by private enterprise acting alone, although efforts will continue to remedy such blighting conditions;
2. The Redevelopment Plan, as amended, for the Antioch Development Agency Project Area, will redevelop the Project Area in conformity with the Community Redevelopment Law and in the interests of the public peace, health, safety and welfare;
3. The adoption and carrying out of the Redevelopment Plan, as amended, for the Project Area, is economically sound and feasible;
4. The Redevelopment Plan, as amended, for the Project Area, conforms to the General Plan of the City of Antioch;
5. The carrying out of the Redevelopment Plan, as amended, for the Project Area, will promote the public peace, health, safety and welfare of the City of Antioch and will effectuate the purposes and policy of the Community Redevelopment Law;
6. The condemnation of real property, as amended, as provided for in the Redevelopment Plan, as amended, for the Project Area, is necessary to the execution of the Redevelopment Plan, as amended, and adequate provisions have been made for payment for property to be acquired, if any, as provided by law;
7. No families or persons are going to be displaced from housing facilities in the Project Area; and
8. The elimination of blight and the redevelopment of the Project Area could not reasonably be expected to be accomplished by private enterprise acting alone without the aid and assistance of the Agency.

SECTION 5:

There are no occupants of the Project Area who will be displaced by redevelopment activities which would require that the City Council be satisfied that permanent housing facilities be available within three (3) years from the time occupants of the Project Area are displaced, and that pending the development of such facilities there will be available to such displaced occupants adequate temporary housing facilities at rents comparable to those in the community at the time of their displacement.

9323 PAGE 277

SECTION 6:

The City Council is convinced that the effect of tax increment financing, to the extent permitted in the Redevelopment Plan, as amended, which will finance the redevelopment activities in whole or in part, will not cause a severe financial burden or detriment on any taxing agency deriving tax revenues from the Project Area due to the fact that the Agency has received and shall continue to receive the allocation of taxes pursuant to Section 33670 of the Health and Safety Code as permitted by law, and the City Council is not at this time adding territory to the Project Area or otherwise subjecting territory to said allocation of taxes which was not previously subject to such allocation.

SECTION 7:

A full and fair public hearing having been held on the Amendment to the Redevelopment Plan for the Project Area, as stated in the recitals herein, and the City Council having considered all evidence and testimony for and against the adoption of the Amendment and all written and oral objections thereto, and this City Council being fully advised in the premises, all written and oral objections to the Amendment are hereby overruled.

SECTION 8:

In order to implement and facilitate the effectuation of the Redevelopment Plan, as amended, and hereby approved and adopted, certain official action must be taken by the City of

Antioch, and this City Council declares its intention to undertake and complete any proceedings necessary to be carried out by the City of Antioch under the provisions of said Redevelopment Plan, as amended, including, without limitation, changes in zoning, the location and relocation of public facilities, and other similar public actions, and in pursuance thereof, without limitation, the City Council hereby:

1. Pledges its cooperation in helping to carry out said Redevelopment Plan, as amended; and
2. Directs the various officials, departments, boards, and agencies of the City of Antioch having administrative responsibilities in the premises likewise to cooperate to such end, and to exercise their respective functions and powers in a manner consistent with said Redevelopment Plan, as amended.

SECTION 9:

The City Council may expend funds of the City of Antioch from time to time in accordance with the applicable provisions of the Redevelopment Plan, as amended, for the Antioch Development Agency Project Area.

SECTION 10:

The City Clerk is hereby directed to send a certified copy of this ordinance to the Agency, and the Agency is hereby vested with the responsibility for carrying out the said Redevelopment Plan, as amended.

SECTION 11:

The City Clerk shall transmit a copy of this Ordinance to the Daily Ledger for publication as required by law.

SECTION 12:

In case any one or more of the provisions of this Ordinance shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Ordinance, but this Ordinance shall be construed and enforced as if such illegal and invalid provision had not been contained herein.

SECTION 13:

This ordinance shall take effect and be enforced thirty (30) days from and after the date of its adoption and shall be published once within fifteen (15) days upon passage and adoption in the Daily Ledger, a newspaper of general circulation printed and published in the City of Antioch.

REC-9323 MAR 27 1979

* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch held on the 27th day of March, 1979, and passed and adopted at a regular meeting thereof held on the 10th day of April, 1979, by the following vote:

AYES: Council Members Pierce, Torlakson, Davi, and Mayor Roberts

NOES: Council Member Andrade

ABSENT: NONE

MAYOR OF THE CITY OF ANTIOCH

ATTEST:

Dorothy P. Marks
CITY CLERK OF THE CITY OF ANTIOCH

STATE OF CALIFORNIA
County of Contra Costa
City of Antioch

I, Dorothy P. Marks, City Clerk in and for said City of Antioch, County of Contra Costa, State of California, do hereby certify that the hereto attached and foregoing paper is a full, true and correct copy of Ordinance No. 398-C-S now on file in this office of said city.

WITNESS, my hand, and Official Seal, this 23d day of April, 19 79

SEAL AFFIXED

END OF DOCUMENT

Dorothy P. Marks
City Clerk, City of Antioch,
Contra Costa County, California

6. Exception_06_20110054786

8

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Antioch
City Hall
Third and H Streets
Antioch, California 94509
Attn: City Attorney


CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2011-0054786-00
Tuesday, MAR 15, 2011 10:21:33
FRE \$0.00:1
Ttl Pd \$0.00 Nbr-0000865041
lrc/R9/1-8

NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE SECTION 27383

066-020-010-6

GRANT DEED

For valuable consideration, the receipt of which is hereby acknowledged,

The Antioch Development Agency, a public body, corporate and politic, of the State of California (the "Grantor"), acting to carry out redevelopment purposes pursuant to the Community Redevelopment Law of the State of California, hereby grants to the City of Antioch, a municipal corporation (the "Grantee"), the real property (the "Property") described in Attachment No. 1 attached hereto and incorporated in this Grant Deed by this reference.

1. The Property is located within the Antioch Community Redevelopment Project Area, (the "Project Area") and is subject to the Antioch Community Redevelopment Plan (the "Redevelopment Plan").

2. In accordance with the terms of the Conveyance Agreement between the Grantor and Grantee dated as of March 9, 2011 (the "Agreement"), the Grantee hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the Property in furtherance of the Redevelopment Plan.

3. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, 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 Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

1096\01\953744.2

In Deeds:

“(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, establish or permit any 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”

In Leases:

“(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee or any person claiming under or through the lessee, 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.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”

In Contracts:

"(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee 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 of the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

4. The covenant contained in Section 2 regarding the use of the Property shall remain in effect until the expiration of the effectiveness of the Redevelopment Plan. The covenants contained in Section 3 regarding non-discrimination shall remain in effect in perpetuity.

5. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, and any successor in interest to the Property 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. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties 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 property 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.

6. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the rights to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and

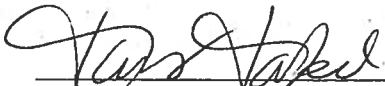
not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

7. This Grant Deed may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.


IN WITNESS WHEREOF, the parties hereto have executed this Grant Deed as of this 14th day of March 2011.

GRANTOR:

ANTIOCH DEVELOPMENT AGENCY, a public
body, corporate and politic

By: 
James Jakel, Executive Director

CITY OF ANTIOCH, a municipal corporation

By: 
James Jakel, City Manager

ATTACHMENT NO. 1

PROPERTY DESCRIPTION

Parcel A of Minor Subdivision 8-88 filed November 3, 1988 in Book 136 of Parcel maps, at Page 42.

EXCEPTING THEREFROM: Mineral rights reserved by The State of California in that certain instrument recorded November 4, 1987, Book 13998, Page 808, of Official Records as follows:

"There is hereby excepted and reserved to the State of California all deposits of minerals, including oil and gas, in said land, and to the State of California, or persons authorized by the State of California, the right to prospect for, mine, and remove such deposits from said land."

(APN 066-020-010) ✓

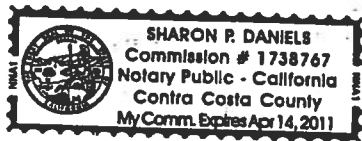
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James Takei, 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.



Sharon P. Daniels
Notary Public

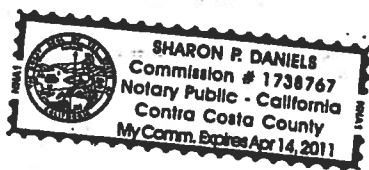
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James Takei, 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.




Sharon P. Daniels
Notary Public

CERTIFICATE OF ACCEPTANCE
(Pursuant to Government Code 27281)

This is to certify that the interest in real property conveyed by the Grant Deed from the Antioch Development Agency, dated March 14, 2011 to the City of Antioch, a municipal corporation (the "City"), is hereby accepted on March 14, 2011, by the undersigned officer or agent on behalf of the City pursuant to authority conferred by resolution of the City Council adopted on March 8, 2011, and the City Council consents to the recordation of said document in the Office of the Recorder of Contra Costa, State of California.

Dated: March 14, 2011

By: 
James Jakel, City Manager

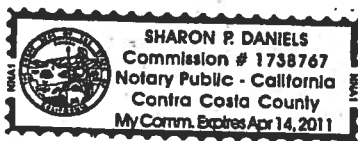
By: 
Lynn Tracy Nerland, City Attorney

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On MARCH 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James J. Keel, 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.



Sharon P. Daniels
Notary Public

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On MARCH 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared Lynn Tracy Denland, 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.



Sharon P. Daniels
Notary Public

END OF DOCUMENT

Property Detail

Contra Costa, CA GUS KRAMER, ASSESSOR

Parcel # (APN): **066-052-003-2**Use Description: **GOVERNMENT**

Parcel Status:

Owner Name: **ANTIOCH CITY OF**Mailing Address: **PO BOX 5007 ANTIOCH CA 94531-5007**Situs Address: **2ND ST ANTIOCH CA 94509**

Legal

Description: **TOWN ANTIOCH LOTS 9-12 BLK 26 & TRS ADJ****ASSESSMENT**Total Value: **\$268,918**Use Code: **79**

Zoning:

Land Value: **\$268,918**Tax Rate Area: **001144**

Census Tract:

Impr Value:

Year Assd: **2011**

Improve Type:

Other Value:

Property Tax:

Price/SqFt:

% Improved

Delinquent Yr

Exempt Amt:

HO Exempt?: **N****SALES HISTORY**

	<u>Sale 1</u>	<u>Sale 2</u>	<u>Sale 3</u>	<u>Transfer</u>
Recording Date:	02/18/1988			03/15/2011
Recorded Doc #:	14176-872			54791
Recorded Doc Type:				
Transfer Amount:	\$180,000			
Sale 1 Seller (Grantor):				
1st Trst Dd Amt:		Code1:	2nd Trst Dd Amt:	Code2:

PROPERTY CHARACTERISTICS

Lot Acres: 0.482	Year Built:	Fireplace:
Lot SqFt: 21,000	Effective Yr:	A/C:
Bldg/Liv Area:		Heating:
Units:	Total Rooms:	Pool:
Buildings:	Bedrooms:	
Stories:	Baths (Full):	Park Type:
Style:	Baths (Half):	Spaces:
Construct:		Site Inflnce:
Quality:	Garage SqFt:	
Building Class:		Timber Preserve:
Condition:		Ag Preserve:
Other Rooms:		



First American Title

First American Title Company

191 Sand Creek Road, Suite 50
Brentwood, CA 94513

Escrow Officer: Stacey Barrack
Phone: (925)240-9901
Fax No.: (866)407-2081
E-Mail: sbarrack@firstam.com

E-Mail Loan Documents to: BrentwoodEDocs@firstam.com
Property: Vacant Land
Antioch, CA 94509

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of May 16, 2011 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

To Be Determined

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

THE CITY OF ANTIOCH, A MUNICIPAL CORPORATION

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A fee.

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2011-2012, a lien not yet due or payable.
2. General and special taxes and assessments for the fiscal year 2010-2011 are exempt.
3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
4. Rights of the public in and to that portion of the land lying within E Street, formerly Emerson Street and Second Street.
5. The fact that the land lies within the boundaries for the Redevelopment of the Antioch Development Agency Project Area, as disclosed by the document recorded August 1, 1975 as Instrument No. 69311 in Book 7581, Page 986 of Official Records.

Document(s) declaring modifications thereof recorded November 1, 1999 as Instrument No. 1999-0289937-00 of Official Records.

Document(s) declaring modifications thereof recorded July 3, 2007 as Instrument No. 2007-0192911-00 of Official Records.

6. An easement for a sixteen inch (16") and a twenty-four inch (24") natural gas pipeline and incidental purposes, recorded September 4, 2002 as Instrument No. 2002-0311302-00 of Official Records.

In Favor of: CPN Pipeline Company, a Delaware corporation

Affects: The herein described property

Reference is hereby made to the record for further particulars.

7. The effect of a deed executed by Henry F. Beede to Henry F. Beede, as trustee of the Henry F. Beede Family Trust, UDT dated September 7, 1995, recorded April 30, 2010 as Instrument No. 2010-0086442-00 of Official Records.

The grantee/one of the grantees named in the deed does not appear to be an entity capable of acquiring title to real property.

Affects: The land and other property.

8. Covenants, conditions, restrictions and easements in the document recorded March 18, 2011 as Instrument No. 2011-0054791-00 of Official Records, but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, sexual orientation, marital status, ancestry, disability, handicap, familial status, national origin or source of income (as defined in California Government Code §12955(p)), to the extent such covenants, conditions or restrictions violate 42 U.S.C. §3604(c) or California Government Code §12955. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.
9. Any claim that any portion of the land is or was formerly tidelands within the bed of any tidal slough.
10. Any claim that any portion of the land is tidelands below the line of natural low tide where it was located prior to any artificial changes in the shoreline.
11. Any rights, interests or easements in favor of the public which exist or are claimed to exist over any portion of said land covered by water.
12. Water rights, claims or title to water, whether or not shown by the public records.
13. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/ACSM survey.
14. Rights of parties in possession.

Prior to the issuance of any policy of title insurance, the Company will require:

15. With respect to The City of Antioch, a municipal corporation:
- a. A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile.
 - b. A certified copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
 - c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

16. An ALTA/ACSM survey of recent date which complies with the current minimum standard detail requirements for ALTA/ACSM land title surveys.

INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. The property covered by this report is vacant land.
2. We find no open deeds of trust. Escrow please confirm before closing.
3. According to the public records, there has been no conveyance of the land within a period of twenty four months prior to the date of this report, except as follows:

A document recorded April 30, 2010 as Instrument No. 2010-0086442-00 of Official Records.

From: Henry F. Beede

To: Henry F. Beede, as trustee of the Henry F. Beede Family Trust, UDT
dated September 7, 1995

A document recorded March 15, 2011 as Instrument No. 2011-0054791-00 of Official Records.

From: The Antioch Development Agency, a public body, corporate and politic,
of the State of California

To: The City of Antioch, a municipal corporation

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

WIRING INSTRUCTIONS

PAYABLE TO: FIRST AMERICAN TITLE COMPANY
BANK: First American Trust, FSB
ADDRESS: 5 First American Way, Santa Ana, CA 92707
ACCOUNT NO: 3004780000
ROUTING NUMBER: 122241255

PLEASE REFERENCE THE FOLLOWING:

CUSTOMER NAME:

FILE NUMBER: 0714-3761824 (SB)
ATTENTION: STACEY BARRACK

PLEASE USE THE ABOVE INFORMATION WHEN WIRING FUNDS TO **FIRST AMERICAN TITLE COMPANY**. FUNDS MUST BE WIRED FROM A UNITED STATES BANK. PLEASE NOTIFY STACEY BARRACK AT (925)240-9901 OR sbarrack@firstam.com WHEN YOU HAVE TRANSMITTED YOUR WIRE. FAX NUMBER: (866)407-2081

FIRST AMERICAN TRUST CONTACT INFO: Banking Services 1-877-600-9473

**ALL WIRES WILL BE RETURNED IF THE FILE NUMBER
AND/OR NAME(S) ARE NOT INCLUDED**

LEGAL DESCRIPTION

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

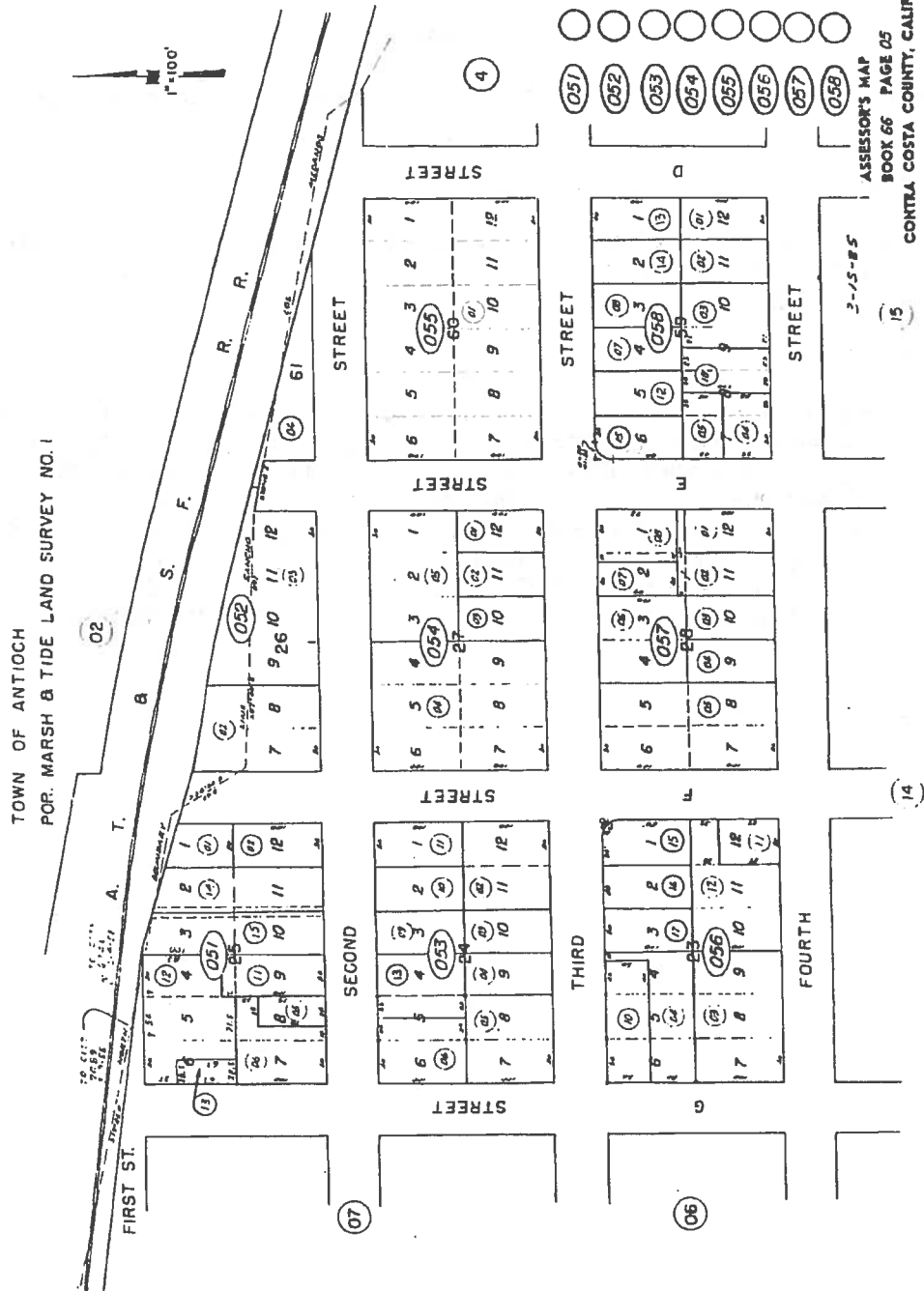
PARCEL ONE:

LOTS 9, 10, 11 AND 12, BLOCK 26, AS SHOWN ON THE MAPS OF THE TOWN OF ANTIOCH, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA.

PARCEL TWO:

ALL THAT PORTION OF THE STATE TIDE LAND SURVEY NO. 1, AS DESIGNATED IN THAT CERTAIN PATENT, RECORDED SEPTEMBER 27, 1864, BOOK 1, PATENTS, PAGE 30, LYING SOUTHERLY OF THE SOUTH LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY RIGHT OF WAY AND BOUNDED ON THE WEST BY THE EXTENSION OF THE EAST LINE OF LOT 8, BLOCK 26, AS SAID LOT AND BLOCK ARE SHOWN ON MAP OF THE TOWN OF ANTIOCH ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AND BOUNDED ON THE EAST BY THE EXTENSION NORTHERLY OF THE CENTER LINE OF E STREET, FORMERLY EMERSON STREET, AS SAID STREET IS SHOWN ON SAID MAP OF ANTIOCH.

APN: 066-052-003



NOTICE

First American Title

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

If you have any questions about the effect of this new law, please contact your local First American Office for more details.

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
 (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970 WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant, (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970 WITH REGIONAL EXCEPTIONS

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992 WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy; (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy); or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992 EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance

resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

10. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY - 1987 EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

* land use	* land division
* improvements on the land	* environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.
This exclusion does not limit the zoning coverage described in items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
 - * a notice of exercising the right appears in the public records on the Policy Date
 - * the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.
3. Title Risks:
 - * that are created, allowed, or agreed to by you
 - * that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
 - * that result in no loss to you
 - * that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - * to any land outside the area specifically described and referred to in Item 3 of Schedule A, or
 - * in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

11. EAGLE PROTECTION OWNER'S POLICY**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 2008
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 2008**

Covered Risks 16 (Subdivision Law Violation), 18 (Building Permit), 19 (Zoning) and 21 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building
 - b. zoning
 - c. land use
 - d. improvements on the land
 - e. land division
 - f. environmental protection
 This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.
 This Exclusion does not limit the coverage described in Covered Risk 11 or 21

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

12. THIRD GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (1/01/08)**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions, or location of any improvement erected on the Land; (iii) the subdivision of land; or (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing business laws of the state where the Land is situated.
 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
 6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
 8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

13. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any Improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

14. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006

WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 13 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

15. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006 EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

16. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 15 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.



First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

AUG - 1 1975

7581 1 980

69311

RECORDED AT REQUEST OF
City of Antioch

AUG - 1 1975

AT 4:30 O'CLOCK P. M.
CONTRA COSTA COUNTY RECORDS
J. R. OLSON
COUNTY RECORDER
FEE 0800

NOTICE

PLEASE TAKE NOTICE THAT THE CITY OF ANTIOCH AND THE ANTIOCH DEVELOPMENT AGENCY HAVE INSTITUTED PROCEEDINGS PURSUANT TO THE CALIFORNIA REDEVELOPMENT LAW (SECTION 33000 ET SEQ. OF THE HEALTH & SAFETY CODE) FOR THE REDEVELOPMENT OF THE ANTIOCH DEVELOPMENT AGENCY PROJECT AREA. SAID PROJECT AREA IS MORE PARTICULARLY DESCRIBED IN THE EXHIBIT MARKED EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

ATTEST:

SEAL AFFIXED

Dorothy P. Marks
Dorothy P. Marks, Secretary
Antioch Development Agency

EXHIBIT "A"

PROJECT AREA
BOUNDARY DESCRIPTION

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Beginning at the most northerly boundary corner of the City of Antioch; thence generally south along the West boundary to a point on the north line of State Highway 4 and its intersection with the east line of the Los Medanos Wasteway; thence southerly along said east line to the south line of Delta Fair Boulevard; thence easterly along said south line to the northwest corner of Parcel 74-123-04; thence southerly and easterly along the west and south boundaries of said parcel to the west line of Fairview Drive; thence southerly along said west line to the north line of Parcel 74-123-05; thence westerly along said north line to the north line of a 100 foot East Bay Municipal Utility District right-of-way; thence westerly along said north line to the east line of said Los Medanos Wasteway; thence southerly along said east line to the south line of Buchanan Road; thence easterly along said south line to the northwest corner of Parcel 75-010-07; thence southerly and easterly along south and west boundaries of said parcel to the center line of Somersville Road; thence southerly along said center line to a point on the southwest line of the Contra Costa Canal; said point being on the boundary of the City of Antioch; thence southerly, easterly, and northerly along said boundary to said southwest line of the Contra Costa Canal; thence northerly along said southwest line to the east line of Markley Creek; thence northeasterly along said east line to the west line of Parcel 76-030-068; thence southerly, easterly, and northerly along the west, south, and east boundary lines of said parcel to the east line of Markley Creek; thence northeasterly along said east line to the north line of Mahogany Way; thence westerly along said north line to the southwest corner of Parcel 74-370-008; thence northerly along the west line of said parcel to the south line of Sycamore Drive; thence easterly along said south line to the northeast corner of said Parcel 74-370-008; thence northerly across Sycamore Drive and along the east boundary of Parcel 74-370-004 to the south line of the Southern Pacific Railroad; thence easterly along the Southern Pacific Railroad to a point which is south of the southwest corner of Parcel 74-321-002; thence northwesterly along the south line of Fairview Terrace subdivision to the southeast corner of Parcel 74-180-003; thence along the southeast boundary of said parcel to the north line of West 18th Street; thence along said north line to the southeast corner of Parcel 74-171-003; thence along the west line of the Fairview Terrace subdivision to a point on the south line of Parcel 74-160-001; thence easterly along the north line of Parcel 74-160-008 and Parcel 74-334-027 to the northeast corner of said Parcel 74-334-027; thence north along the east line of Parcel 74-334-026 and Parcel 74-334-015 to the south line of 10th Street; thence easterly along the south line of 10th Street to the west line of Parcel 67-021-001; thence southerly and easterly along the boundary of said parcel and Parcel 67-021-002 and across "L" Street to the east line; thence south to the southwest corner of Parcel 67-022-002; thence easterly along the north line of Loma Lane to the east line of "H" Street; thence northerly to the northwest corner of Parcel 67-050-016; thence easterly to the east line of "G" Street; thence southerly to the southwest corner of Parcel 67-060-001; thence easterly and northerly along said boundary to the south line of 10th Street; thence westerly to a point which is south of the

3/19/75

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southeast corner of Parcel 66-207-014; thence northerly along the east line of Parcel 66-207-014 and 66-207-008 to the south line of 9th Street; thence west to the east line of "G" Street; thence northerly to the northwest corner of Parcel 66-203-014; thence westerly to the west line of "H" Street; thence southerly to the southeast corner of Parcel 66-205-008; thence westerly to the southeast corner of Parcel 66-217-007; thence along the boundary of said parcel northerly and westerly to the west line of "L" Street; thence southerly to the north line of 10th Street; thence westerly to the west line of "O" Street; thence northerly along "O" Street to the northeast corner of Parcel 74-130-043; thence westerly 150 feet; thence northerly to the south line of 6th Street; thence east to the east line of "H" Street; thence north to the south line of 4th Street; thence east to the east line of "L" Street; thence north to the northwest corner of Parcel 66-103-008; thence easterly to the southwest corner of Parcel 66-092-012; thence southerly to the south line of 3rd Street; thence easterly to the northeast corner of Parcel 66-107-009; thence south to the south line of Fourth Street; thence east to the northeast corner of Parcel 66-133-010; thence south to the southeast corner thereof; thence easterly to the east line of "I" Street to the west line of Parcel 66-141-006; thence southerly, easterly, and northerly along the west, south, and east boundary of said parcel to the northwest corner of parcel 66-141-015; thence easterly to the west line of "H" Street; thence southerly to the south line of 6th Street; thence easterly to the east line of "F" Street; thence northerly to the south line of 4th Street; thence easterly to the northeast corner of Parcel 66-144-009; thence northerly to the northwest corner of Parcel 66-052-004; thence easterly and along the north lines of Parcels 66-057-004, 66-057-003, 66-057-002, and 66-057-001 to the east line of "E" Street; thence northerly to the south line of 3rd Street; thence east to the west line of "C" Street; thence southerly to the south line of 4th Street; thence easterly to the west line of "B" Street; thence southerly to the south line of 6th Street; thence easterly to the northeast corner of Parcel 66-161-013; thence southerly to the north line of 8th Street; thence westerly to the southwest corner of Parcel 66-163-003; thence southerly to the north line of 9th Street; thence westerly to the west line of "B" Street; thence southerly to the north line of 10th Street; thence westerly to the southwest corner of Parcel 66-189-003; thence southerly and easterly along the boundary of Parcel 67-092-001, to the northeast corner of Parcel 67-092-003; thence southerly to the southeast corner of Parcel 67-093-016; thence westerly, southerly, and easterly along the north, west, and south boundary lines of Parcel 67-093-019 to the northwest corner of Parcel 67-102-067; thence southerly to the southwest corner of Parcel 67-102-052; thence easterly to the northeast corner of Parcel 67-102-007; thence southerly to the south side of 15th Street; thence easterly to the northeast corner of Parcel 67-103-026; thence southerly to the southeast corner thereof; thence southerly, easterly, southerly, and westerly along the eastern boundary lines of Parcel 67-103-017 to the northwest corner of Parcel 67-103-018; thence southerly to the south line of 17th Street; thence west and south along the boundary of Parcel 67-243-030 to the southwest corner thereof; thence westerly to the northwest corner of Parcel 67-243-006; thence southerly to the south line of 18th Street; thence westerly to the northwest corner of Parcel 67-246-008; thence southerly to the southwest corner thereof; thence westerly to the northeast corner of Parcel 67-262-002; thence southerly

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to the north line of 19th Street; thence westerly to the southwest corner of Parcel 67-261-004; thence northerly to the northwest corner thereof; thence westerly to the east line of "D" Street; thence southerly to the north line of 20th Street; thence easterly to the east line of "C" Street; thence northerly to the northwest corner of Parcel 67-263-004; thence easterly to the northeast corner of Parcel 67-263-001; thence southerly to the northwest corner of Parcel 67-251-010; thence easterly to the northeast corner of Parcel 67-251-009; thence southerly to the south line of 20th Street; thence easterly to the northeast corner of Parcel 67-252-017; thence southerly to the southeast corner thereof; thence westerly to the southwest corner of Parcel 67-252-001; thence northerly to the southeast corner of Parcel 67-266-007; thence westerly to the east line of "C" Street; thence north to the south line of 20th Street; thence westerly to the east line of "D" Street; thence southerly to the south line of Parcel 67-277-002; thence southeast to the northeast corner of Parcel 67-274-005; thence southerly to the south line of West Madison Street; thence easterly to the northwest corner of Parcel 67-275-023; thence southerly to the south line of Rossi Avenue; thence west, south, and east along the boundary line of Parcel 67-282-029 to the northwest corner of Parcel 67-282-026; thence southerly to the south line of Texas Street; thence easterly to the west line of "A" Street; thence southerly to the north line of Drake Street; thence easterly to the southeast corner of Parcel 68-142-010; thence westerly and northerly along the boundary of subdivision Sunset Gardens to the south line of Brian Ave; thence easterly to the point south of the southeast corner of Parcel 68-132-036; thence northerly to the northeast corner of said parcel; thence easterly, northerly, and westerly along the boundary of Parcel 68-132-033 to the southeast corner of Parcel 68-132-037; thence northerly to the northeast corner of Parcel 68-131-037; thence easterly and northerly along the south and east boundary of Parcel 68-131-031, to the south line of Southern Pacific Railroad; thence along said south line northwesterly to the east line of "A" Street; thence northerly to the south line of 19th Street; thence easterly to the point which is south of the southeast corner of Parcel 68-011-034; thence northerly along the east boundary lines of Parcels 68-011-034 and 68-011-001 to the south line of E. 18th Street; thence easterly to the west line of Evergreen Avenue; thence southerly to the point which is west of the southwest corner of Parcel 68-017-010; thence easterly to the southeast corner thereof; thence northerly to the south west corner of Parcel 68-041-002; thence easterly to the east line of Helmuth Lane; thence northerly to the southwest corner of Parcel 68-041-011; thence easterly to the southeast corner of said parcel; thence southerly to the southwest corner of Parcel 68-041-013; thence easterly to the east line of Alpha Way; thence southerly to the southwest corner of Parcel 68-042-023; thence easterly to the southeast corner thereof; thence southerly to the southwest corner of Parcel 68-042-003; thence easterly to the east line of Crestwood Drive; thence northerly to the northwest corner of Parcel 68-043-011; thence easterly to the southeast corner of Parcel 68-046-034; thence northerly and easterly along the west and north boundary lines of Parcel 68-046-003 to the east line of Cavallo Road; thence north to the southwest corner of Parcel 68-051-015; thence easterly to the southeast corner of Parcel 68-051-019; thence southerly to the southwest corner of Parcel 68-051-042; thence easterly to the southwest corner of Parcel 68-051-024; thence northerly to the northwest

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corner of Parcel 68-051-037; thence easterly to the east line of Biglow Drive; thence northerly to the north line of E. 18th Street; thence easterly to the west line of Hillcrest Avenue; thence southerly along the west line of Hillcrest Avenue to a point which is west of the south west corner of Parcel 51-272-035; thence easterly and northerly along the south and east boundary of said parcel to the south line of E. 18th Street; thence easterly to the northeast corner of Parcel 51-272-006; thence southerly to the southeast corner of Parcel 51-242-005; thence westerly to the east line of Hillcrest Avenue, said line being the Antioch City Limits; thence along said Antioch City Limits line southerly, easterly, northerly, and westerly to the southeast corner of Parcel 51-263-019; thence westerly to the southwest corner of Parcel 51-265-035; thence westerly along the south lines of Parcels 51-120-022 and 51-120-023 to the southeast corner of Parcel 51-120-016; thence westerly to the east line of Hillcrest Avenue; thence northerly to a point which is east of the northeast corner of Parcel 65-262-024; thence westerly to the southeast corner of Parcel 65-262-027; thence westerly along the south line of Lake Alhambra subdivision to the southeast corner of Parcel 65-235-019; thence northerly to the south line of South Lake Drive; thence westerly to the west line of Alhambra Drive; thence southerly to the northeast corner of Parcel 65-142-023; thence along the boundary of said parcel westerly to the east line of Amber Drive; thence northerly to a point which is east of the southeast corner of Parcel 65-143-013; thence westerly to the southwest corner of Parcel 65-143-007; thence northerly to the north line of Amber Drive; thence westerly to the east line of Cavallo Road; thence northerly to a point which is east of the northeast corner of Parcel 65-151-037; thence westerly to the northwest corner thereof; thence southerly to the northeast corner of Parcel 65-151-002; thence westerly to the west line of Noia Avenue; thence southerly to the northeast corner of Parcel 65-152-043; thence westerly to the west line of Wisner Drive; thence northerly to the northeast corner of Parcel 65-152-027; thence westerly and southerly along the north and west lines of said parcel to the northeast corner of Parcel 65-161-001; thence westerly to the west line of Marie Avenue; thence northerly to the southeast corner of Parcel 65-164-012; thence westerly, northerly, and westerly along the boundary of Parcel 65-164-023 to the northwest corner thereof; thence northerly to the south line of East 16th Street; thence westerly to the northeast corner of Parcel 65-172-022; thence southerly to the southeast corner thereof; thence westerly to the north west corner of Parcel 65-172-027; thence southerly to the southeast corner of Parcel 65-172-007; thence westerly along the boundary lines of Parcels 65-172-024, 65-172-025, and 65-172-026 to the northwest corner of Parcel 65-172-028; thence northerly to the southeast corner of Parcel 65-183-009; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-007; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-006; thence westerly to the southwest corner of Parcel 65-183-004; thence northerly to the north line of East 16th Street; thence westerly to the southwest corner of Parcel 65-182-030; thence northerly to the northwest corner thereof; thence easterly to the southeast corner of Parcel 65-182-027; thence northerly to the northwest corner of Parcel 65-181-020; thence easterly to the southeast corner of Parcel 65-181-014; thence northerly and westerly along the east and north line of said parcel to the east line of "A" Street; thence northerly to the northwest corner of Parcel 65-181-018; thence easterly to the southeast

corner of Parcel 65-075-002; thence northerly to the north line of E. 13th Street; thence easterly to the southeast corner of Parcel 65-071-009; thence northerly to the southeast corner of Parcel 65-064-005; thence westerly to "A" Street; thence northerly to the southwest corner of Parcel 65-061-002; thence easterly to the southeast corner thereof; thence northerly to the north line of Wilbur Avenue; thence easterly to the southeast corner of Parcel 66-164-007; thence northerly to the point on the south line of Parcel 66-164-010; thence westerly to the southwest corner of Parcel 66-164-013; thence northerly to the north line of 7th Street; thence easterly to the southeast corner of Parcel 66-162-008; thence northerly to a point on the south line of Parcel 66-162-011; thence easterly and northerly along the southerly and easterly boundaries of said parcel to the south line of 6th Street; thence northerly to the southeast corner of Parcel 66-032-018; thence northerly to the northeast corner thereof; thence easterly to the east line of the roadway described in Book 27 of Deeds at Page 475; thence southerly along the east line thereof to the northwest corner of Parcel 65-050-026; thence easterly to the northeast corner of Parcel 65-050-013; thence north, east, and south along the boundary of Parcel 65-050-006 to the northwest line of Parcel 65-050-005; thence easterly along the northerly and easterly property lines of Parcels 65-050-005, and 65-050-029, to the northeast corner of Parcel 65-050-029; thence southerly to the northerly most point of Parcel 65-050-017; thence southeasterly along the eastern boundary of said Parcel 65-050-017 to the north line of Wilbur Avenue; thence easterly along the north line of Wilbur Avenue to a point which is north of the west line of Marie Avenue; thence south to the south line of Wilbur Avenue, thence east to the northeast corner of Parcel 65-101-014; thence southerly to the northwest corner of Parcel 65-101-015; thence easterly to the northeast corner of Parcel 65-110-012, said corner being on the Antioch City Limits; thence along northerly, and westerly along said City of Antioch boundary to the point of beginning.

* * * * *

END OF DOCUMENT

OFFICE OF THE CITY CLERK

L. JOLENE MARTIN
City Clerk

Recording Requested by
and When Recorded Return to:

City Clerk
City of Antioch
P.O. Box 5007
Antioch, CA 94531-5007



CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 1999-0289937-00

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NOTICE OF ADOPTION OF AN AMENDMENT TO THE REDEVELOPMENT PLAN FOR THE ANTIOCH REDEVELOPMENT PROJECT

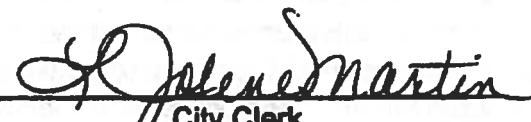
NOTICE IS HEREBY GIVEN that the City Council of the City of Antioch adopted Ordinance NO. 963-C-S and 964-C-S on October 26, 1999, approving and adopting the Amendment to the Redevelopment Plan for the Antioch Redevelopment Project.

A legal description of the boundaries of the Project Area is attached hereto as Exhibit A and incorporated herein by reference.

Proceeding for the redevelopment of the Project Area, as amended, have been instituted under the California Community Redevelopment Law (Health and Safety Code Section 3300 et seq.).

Filed for recordation with the County Recorder of Contra Costa County by order of the City Council of the City of Antioch, California.

Dated: October 29, 1999


City Clerk
City of Antioch

Attachment

ORDINANCE NO. 963-C-S**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF ANTIOCH ESTABLISHING AND AMENDING
CERTAIN LIMITATIONS WITH RESPECT TO THE
REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT**

WHEREAS, the City Council of the City of Antioch (the "City Council") adopted Ordinance No. 290-C-S on July 15, 1975, approving and adopting the Redevelopment Plan (the "Redevelopment Plan") for the Antioch Redevelopment Project (the "Project"); and

WHEREAS, on April 10, 1979, the City Council adopted Ordinance No. 398-C-S, approving and adopting an amendment to the Redevelopment Plan; and

WHEREAS, on November 12, 1986, the City Council adopted Ordinance No. 653-C-S, establishing certain limitations with respect to the Redevelopment Plan; and

WHEREAS, the Antioch Development Agency (the "Agency") has been designated as the official redevelopment agency in the City of Antioch to carry out the functions and requirements of the Community Redevelopment Law of the State of California (Health and Safety Code Section 33000 et seq.) and to implement the Redevelopment Plan; and

WHEREAS, Section 33333.6 of the Community Redevelopment Law requires that every redevelopment plan adopted on or before December 31, 1993, contain certain limitations: (1) if the plan contains the provisions set forth in Section 33670 of the Community Redevelopment Law ("tax increment authority"), a time limit on the establishing of loans, advances and indebtedness which shall not exceed 20 years from the adoption of the redevelopment plan or January 1, 2004, whichever is later; (2) a time limit on the effectiveness of the redevelopment plan which shall not exceed 40 years from the adoption of the redevelopment plan or January 1, 2009, whichever is later; and (3) a time limit on the repayment of indebtedness which shall not exceed 10 years from the termination of the effectiveness of the redevelopment plan; and

WHEREAS, Section 33333.6 further provides that a redevelopment plan adopted prior to January 1, 1994, may be amended by the legislative body by adoption of an

STATE OF CALIFORNIA
County of Contra Costa

City of Antioch

I, L. JoJene Martin, City Clerk in and for said City of Antioch, County of Contra Costa, State of California, do hereby certify under penalty of perjury that the hereto attached and foregoing paper is a full, true and correct copy of _____ Ordinance No. 963-C-5 now on file in this office of said city.

WITNESS, my hand, and Official Seal, this 29th day of October 19 99

L. JoJene Martin
City Clerk, City of Antioch
Contra Costa County, California

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ordinance on or after January 1, 1999, but on or before December 31, 1999, provided that the redevelopment plan as so amended does not exceed the terms provided in that section; and

WHEREAS, Ordinance No. 653-C-S established a time limit for incurring indebtedness that exceeds the maximum permitted by subdivision (a) of Health and Safety Code Section 33333.6 and, therefore, should be amended; and

WHEREAS, the Redevelopment Plan contains an ambiguous termination date for the Redevelopment Plan that should be clarified; and

WHEREAS, a time limit for repayment of indebtedness in accord with Health and Safety Code Section 33333.6 should be established;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANTIOCH DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. A new sentence is hereby added to the end of the last paragraph of subsection 1 of Section 1201 of the Redevelopment Plan to read as follows:

"The Agency shall not establish or incur loans, advances or indebtedness to finance, in whole or in part, the Project after January 1, 2004."

SECTION 2. The existing sentence in Section 406 of the Redevelopment Plan is hereby deleted and replaced by the following:

"Except for the nondiscrimination and nonsegregation provisions that shall run in perpetuity, the provisions of this Plan shall be effective, and the provisions of other documents formulated pursuant to this Plan may be made effective, for forty (40) years from the date of adoption of this Plan. Based upon the date of adoption of the Redevelopment Plan, the effectiveness of the Redevelopment Plan shall terminate on July 15, 2015."

SECTION 3. The Agency shall not pay indebtedness or receive property taxes pursuant to Health and Safety Code Section 33670 after ten (10) years from the termination of the effectiveness of the Redevelopment Plan, as established in Section 2 of this Ordinance. Based upon the termination date established in Section 2 of this Ordinance, the Agency shall not pay indebtedness or receive property taxes pursuant to Section 33670 after July 15, 2025.

SECTION 4. Ordinance Nos. 290-C-S, 398-C-S and 653-C-S are continued in full force and effect as amended by this Ordinance.

SECTION 5. The City Clerk is hereby directed to send a certified copy of this Ordinance to the Agency.

SECTION 6. Severability. If any part of this Ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance, and this City Council hereby declares that it would have passed the remainder of this Ordinance if such invalid portion thereof had been deleted.

SECTION 7. Publication. The City Clerk is hereby ordered and directed to cause this Ordinance to be published once in *The Ledger Dispatch*, a newspaper of general circulation, published and circulated in the City of Antioch.

SECTION 8. This ordinance shall be in full force and effect thirty (30) days after its passage.

* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch, held on the 28th day of September, 1999, and passed and adopted at a regular meeting thereof, held on the 26th day of October, 1999.

AYES: Council Members Freitas, Soliz, Davis, and Mayor Rocha.

NOES: Council Member Sudario.

ABSENT: None.

s/ Mary Helen Rocha
MAYOR OF THE CITY OF ANTIOCH

ATTEST:

s/ L. Jolene Martin
CITY CLERK OF THE CITY OF ANTIOCH

STATE OF CALIFORNIA
County of Contra Costa

289937

City of Antioch

I L. Jolene Martin, City Clerk in and for said City of Antioch, County of Contra Costa, State of California, do hereby certify under penalty of perjury that the hereto attached and foregoing paper is a full, true and correct copy of Ordinance No. 964-C-S now on file in this office of said city.

WITNESS, my hand, and Official Seal, this 29th day of October 19 99



City Clerk, City of Antioch
Contra Costa County, California

ORDINANCE NO. 964-C-S
AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF ANTIOCH, CALIFORNIA, AMENDING
ORDINANCE NOS. 290-C-S, 398-C-S, 653-C-S AND
APPROVING AND ADOPTING AN AMENDMENT
TO THE REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT

WHEREAS, the City Council of the City of Antioch (the "City Council") adopted Ordinance No. 290-C-S on July 15, 1975, approving and adopting the Redevelopment Plan (the "Redevelopment Plan") for the Antioch Redevelopment Project (the "Project") and adopted Ordinance No. 398-C-S on April 10, 1979, Ordinance No. 653-C-S on November 12, 1986, and Ordinance No. 963-C-S, on October 26, 1999, amending the Redevelopment Plan; and

WHEREAS, the City Council has received from the Antioch Development Agency (the "Agency") a proposed amendment (the "Amendment") to the Redevelopment Plan, a copy of which is on file at the office of the Agency and at the office of the City Clerk, both at City Hall, Third and H Streets, Antioch, California, together with the Report of the Agency to the City Council on the proposed Amendment, including: (1) the reasons for amending the Redevelopment Plan; (2) the report and recommendations of the Planning Commission of the City of Antioch (the "Planning Commission"); and (3) the Negative Declaration; and

WHEREAS, the proposed Amendment would re-establish the time period within which the Agency can exercise its eminent domain authority and make certain other minor, technical amendments to bring the Redevelopment Plan into conformity with the current Community Redevelopment Law (Health and Safety Code Section 33000 et seq.); and

WHEREAS, by Resolution No. 99-19, adopted on August 18, 1999, the Planning Commission has reported that the Redevelopment Plan, as it is proposed to be amended by the Amendment, conforms to the General Plan of the City of Antioch and has recommended approval of the proposed Amendment; and

WHEREAS, a Negative Declaration was prepared on the proposed Amendment in accordance with the California Environmental Quality Act (Public Resources Code Section 21000 et seq.); the Guidelines for Implementation of the California

Environmental Quality Act (14 Cal. Code Regs. Section 15000 et seq.), and environmental procedures adopted by the Agency pursuant thereto; and

WHEREAS, the Agency and the City Council have reviewed and considered the Negative Declaration on the proposed Amendment and have each approved the Negative Declaration; and

WHEREAS, the City Council and the Agency held a joint public hearing on September 28, 1999, on the adoption of the Amendment and approval of the Negative Declaration on the Amendment in the City Council Chambers, Third and H Streets, Antioch, California; and

WHEREAS, a notice of said hearing was duly and regularly published in *The Ledger Dispatch*, a newspaper of general circulation in the City of Antioch, once a week for three successive weeks prior to the date of said hearing, and a copy of said notice and affidavit of publication are on file with the City Clerk and the Agency; and

WHEREAS, copies of the notice of joint public hearing and a statement concerning acquisition of property by the Agency were mailed to the last known address of each assessee of each parcel of land in the Project Area, as shown on the last equalized assessment roll of the County of Contra Costa; and

WHEREAS, copies of the notice of joint public hearing were mailed to each business and resident in the Project Area; and

WHEREAS, copies of the notice of joint public hearing were mailed by certified mail with return receipt requested to the governing body of each taxing agency that receives taxes from property in the Project Area; and

WHEREAS, the City Council has considered the Report of the Agency, the report and recommendations of the Planning Commission, the proposed Amendment and the Negative Declaration; has provided an opportunity for all persons to be heard; and has received and considered all evidence and testimony presented for or against any and all aspects of the proposed Amendment;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANTIOCH DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The purpose and intent of the City Council with respect to the Amendment is to promote the full and effective implementation of the Redevelopment

Plan for the Antioch Redevelopment Project by re-establishing, for an additional twelve (12) years, the Agency's power to acquire property by eminent domain. Implementation of the Redevelopment Plan will serve to eliminate blight and improve the physical and economic conditions in the Project Area.

SECTION 2. The City Council hereby finds and determines that:

(a) Remaining blight exists within the Project Area, the redevelopment of which is necessary to effectuate the public purposes in the Community Redevelopment Law. This finding is based upon the facts set forth in the Agency's Report to the City Council, particularly the descriptions of deterioration, stagnated or decreased property values, vacancy rates, low lease rates, asbestos and other blighting conditions.

(b) It is necessary and desirable to amend the Redevelopment Plan in the manner set forth in the proposed Amendment in order to carry out the redevelopment of the Project Area and make possible the achievement of the goals and objectives of the Redevelopment Plan. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that, without eminent domain authority, the Agency will not be able to assemble sites and eliminate remaining blight within the Project Area.

(c) The proposed Amendment will aid in the redevelopment of the Project Area in conformity with the Community Redevelopment Law and in the interests of the public peace, health, safety and welfare. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that implementation of the Redevelopment Plan will serve to eliminate remaining blight and improve physical and economic conditions in the Project Area and that eminent domain authority is necessary for the full and effective implementation of the Redevelopment Plan.

(d) The Redevelopment Plan, as it is proposed to be amended by the Amendment, is consistent with the General Plan of the City of Antioch. This finding is based upon the findings of the Planning Commission set forth in Resolution No. 99-19, adopted on August 18, 1999, a copy of which is included in the Agency's Report to the City Council.

(e) The carrying out of the Redevelopment Plan, as it is proposed to be amended by the Amendment, will promote the public peace, health, safety and welfare of the City of Antioch and will effectuate the purposes and policy of the

Community Redevelopment Law. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that redevelopment, as contemplated by the Redevelopment Plan, will benefit the Project Area by authorizing the Agency to assemble sites for redevelopment to correct the significant blight remaining in the Project Area.

(f) The condemnation of real property within the Project Area, as provided for in the proposed Amendment, is necessary to the execution of the Redevelopment Plan, and adequate provisions have been made for the payment for property to be acquired as provided by law. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that, without eminent domain authority, certain sites within the Project Area could not be assembled for redevelopment. This finding is further based on the fact that, in connection with the acquisition of property by the Agency, the Agency will comply with all applicable provisions of the California Eminent Domain Law (Code of Civil Procedure Section 1230.010 et seq.) and the California Relocation and Real Property Acquisition Law (Government Code Section 7260 et seq.), including provisions requiring the payment of just compensation.

(g) The elimination of blight and the redevelopment of the Project Area could not reasonably be expected to be accomplished by private enterprise acting alone without the aid and assistance of the Agency. This finding is based upon the facts that, because of the higher costs and more significant risks associated with development of blighted areas, individual developers are unable and unwilling to invest in blighted areas without substantial public assistance; that funds of other public sources and programs are insufficient to eliminate the blighting conditions; and that, without the Agency's use of eminent domain, sites could not be assembled for redevelopment.

(h) The time limitation in the Redevelopment Plan regarding the Agency's eminent domain authority, as amended by the Amendment, is reasonably related to the proposed projects to be implemented in the Project Area and the ability of the Agency to eliminate blight within the Project Area. This finding is based upon the fact that Section 33333.4 of the Community Redevelopment Law provides that a time limit, not to exceed 12 years from the adoption of the Redevelopment Plan, may be established for commencement of eminent domain proceedings to acquire property within the Project Area and that said time limit may be extended by amendment of the Redevelopment Plan.

SECTION 3. In order to implement and facilitate the effectuation of the proposed Amendment, certain official actions must be taken by the City Council; accordingly, the

City Council hereby: (a) pledges its cooperation in helping to carry out the Redevelopment Plan, as amended by the Amendment; (b) directs the various officials, departments, boards and agencies of the City of Antioch having administrative responsibilities in the Project Area likewise to cooperate to such end and to exercise their respective functions and powers in a manner consistent with the Redevelopment Plan, as amended by the Amendment; (c) stands ready to consider and take appropriate action on proposals and measures designed to effectuate the Redevelopment Plan, as amended by the Amendment; and (d) declares its intention to undertake and complete any proceedings, including the expenditure of moneys, necessary to be carried out by the City under the provisions of the Redevelopment Plan, as amended by the Amendment.

SECTION 4. The Council is satisfied that written objections, if any, received before or at the noticed public hearing have been responded to in writing. In addition, written findings have been adopted in response to each written objection, if any, of an affected property owner or taxing entity filed with the City Clerk either before or at the noticed public hearing.

SECTION 5. The Redevelopment Plan, as adopted and amended by Ordinance Nos. 290-C-S, 398-C-S, 653-C-S and 963-C-S, is hereby further amended as set forth in the "Amendment to the Redevelopment Plan for the Antioch Redevelopment Project," attached hereto. As so amended, the Redevelopment Plan is incorporated by reference herein. The Executive Director of the Agency is hereby authorized to combine the Redevelopment Plan, as amended by the Amendment, into a single document, and said document, when filed with the City Clerk and the Secretary of the Agency, shall constitute the official Redevelopment Plan for the Antioch Redevelopment Project.

SECTION 6. Ordinance Nos. 290-C-S, 398-C-S, 653-C-S and 963-C-S, are continued in full force and effect as amended by this Ordinance.

SECTION 7. The City Clerk is hereby directed to send a certified copy of this Ordinance to the Agency, and the Agency is hereby vested with the responsibility for carrying out the Redevelopment Plan, as amended by the Amendment.

SECTION 8. The City Clerk is hereby directed to record with the County Recorder of Contra Costa County a notice of the approval and adoption of the Amendment pursuant to this Ordinance, containing a statement that proceedings for the redevelopment of the Project Area pursuant to the Redevelopment Plan, as amended by the Amendment, have been instituted under the Community Redevelopment Law.

289937

SECTION 9. The City Clerk is hereby ordered and directed to certify to the passage of this Ordinance and to cause the same to be published once in *The Ledger Dispatch*, a newspaper of general circulation, published and circulated in the City of Antioch.

SECTION 10. If any part of this Ordinance, or the Amendment that it approves, is held to be invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance or of the Amendment, and this City Council hereby declares that it would have passed the remainder of the Ordinance, or approved the remainder of the Amendment, if such invalid portion thereof had been deleted.

SECTION 11. Effective Date. This Ordinance shall be in full force and effect thirty (30) days after its adoption.

* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch, held on the 28th day of September, 1999, and passed and adopted at a regular meeting thereof, held on the 26th day of October, 1999.

AYES: Council Members Freitas, Soliz, Davis, and Mayor Rocha.

NOES: Council Member Sudario.

ABSENT: None.

s/ Mary Helen Rocha
MAYOR OF THE CITY OF ANTIOCH

ATTEST:

s/ L. Jolene Martin
CITY CLERK OF THE CITY OF ANTIOCH

EXHIBIT "A"

PROJECT AREA
BOUNDARY DESCRIPTION

BOOK 7581 PG 987

289937

Beginning at the most northerly boundary corner of the City of Antioch; thence generally south along the West boundary to a point on the north line of State Highway 4 and its intersection with the east line of the Los Medanos Wasteway; thence southerly along said east line to the south line of Delta Fair Boulevard; thence easterly along said south line to the northwest corner of Parcel 74-123-04; thence southerly and easterly along the west and south boundaries of said parcel to the west line of Fairview Drive; thence southerly along said west line to the north line of Parcel 74-123-05; thence westerly along said north line to the north line of a 100 foot East Bay Municipal Utility District right-of-way; thence westerly along said north line to the east line of said Los Medanos Wasteway; thence southerly along said east line to the south line of Buchanan Road; thence easterly along said south line to the northwest corner of Parcel 75-010-07; thence southerly and easterly along south and west boundaries of said parcel to the center line of Somersville Road; thence southerly along said center line to a point on the southwest line of the Contra Costa Canal, said point being on the boundary of the City of Antioch; thence southerly, easterly, and northerly along said boundary to said southwest line of the Contra Costa Canal; thence northerly along said southwest line to the east line of Markley Creek; thence northeasterly along said east line to the west line of Parcel 76-030-068; thence southerly, easterly, and northerly along the west, south, and east boundary lines of said parcel to the east line of Markley Creek; thence northeasterly along said east line to the north line of Mahogany Way; thence westerly along said north line to the southwest corner of Parcel 74-370-008; thence northerly along the west line of said parcel to the south line of Sycamore Drive; thence easterly along said south line to the northeast corner of said Parcel 74-370-008; thence northerly across Sycamore Drive and along the east boundary of Parcel 74-370-004 to the south line of the Southern Pacific Railroad; thence easterly along the Southern Pacific Railroad to a point which is south of the southwest corner of Parcel 74-321-002; thence northwesterly along the south line of Fairview Terrace subdivision to the southeast corner of Parcel 74-180-003; thence along the southeast boundary of said parcel to the north line of West 18th Street; thence along said north line to the southeast corner of Parcel 74-171-003; thence along the west line of the Fairview Terrace subdivision to a point on the south line of Parcel 74-160-001; thence easterly along the north line of Parcel 74-160-008 and Parcel 74-334-027 to the northeast corner of said Parcel 74-334-027; thence north along the east line of Parcel 74-334-026 and Parcel 74-334-015 to the south line of 10th Street; thence easterly along the south line of 10th Street to the west line of Parcel 67-021-001; thence southerly and easterly along the boundary of said parcel and Parcel 67-021-002 and across "L" Street to the east line, thence south to the southwest corner of Parcel 67-022-002; thence easterly along the north line of Loma Lane to the east line of "H" Street; thence northerly to the northwest corner of Parcel 67-050-016; thence easterly to the east line of "G" Street; thence southerly to the southwest corner of Parcel 67-060-001; thence easterly and northerly along said boundary to the south line of 10th Street; thence westerly to a point which is south of the

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southeast corner of Parcel 66-207-014; thence northerly along the east line of Parcels 66-207-014 and 66-207-008 to the south line of 9th Street; thence west to the east line of "G" Street; thence northerly to the northwest corner of Parcel 66-203-014; thence westerly to the west line of "H" Street; thence southerly to the southeast corner of Parcel 66-205-008; thence westerly to the southeast corner of Parcel 66-217-007; thence along the boundary of said parcel northerly and westerly to the west line of "L" Street; thence southerly to the north line of 10th Street; thence westerly to the west line of "O" Street; thence northerly along "O" Street to the northeast corner of Parcel 74-130-043; thence westerly 150 feet; thence northerly to the south line of 6th Street; thence east to the east line of "M" Street; thence north to the south line of 4th Street; thence east to the east line of "L" Street; thence north to the northwest corner of Parcel 66-103-008; thence easterly to the southwest corner of Parcel 66-092-012; thence southerly to the south line of 3rd Street; thence easterly to the northeast corner of Parcel 66-107-009; thence south to the south line of Fourth Street; thence east to the northeast corner of Parcel 66-133-010; thence south to the southeast corner thereof; thence easterly to the east line of "I" Street to the west line of Parcel 66-141-006; thence southerly, easterly, and northerly along the west, south, and east boundary of said parcel to the northwest corner of parcel 66-141-005; thence easterly to the west line of "H" Street; thence southerly to the south line of 6th Street; thence easterly to the east line of "F" Street; thence northerly to the south line of 4th Street; thence easterly to the northeast corner of Parcel 66-144-009; thence northerly to the northwest corner of Parcel 66-057-004; thence easterly and along the north lines of Parcels 66-057-004, 66-057-003, 66-057-002, and 66-057-001 to the east line of "E" Street; thence northerly to the south line of 3rd Street; thence east to the west line of "C" Street; thence southerly to the south line of 4th Street; thence easterly to the west line of "B" Street; thence southerly to the south line of 6th Street; thence easterly to the northeast corner of Parcel 66-161-013; thence southerly to the north line of 8th Street; thence westerly to the southwest corner of Parcel 66-163-003; thence southerly to the north line of 9th Street; thence westerly to the west line of "B" Street; thence southerly to the north line of 10th Street; thence westerly to the southwest corner of Parcel 66-189-003; thence southerly and easterly along the boundary of Parcel 67-092-001, to the northeast corner of Parcel 67-092-003; thence southerly to the southeast corner of Parcel 67-093-016; thence westerly, southerly, and easterly along the north, west, and south boundary lines of Parcel 67-093-019 to the northwest corner of Parcel 67-102-067; thence southerly to the southwest corner of Parcel 67-102-052; thence easterly to the northeast corner of Parcel 67-102-007; thence southerly to the south side of 15th Street; thence easterly to the northeast corner of Parcel 67-103-026; thence southerly to the southeast corner thereof; thence southerly, easterly, southerly, and westerly along the eastern boundary lines of Parcel 67-103-017 to the northwest corner of Parcel 67-103-018; thence southerly to the south line of 17th Street; thence west and south along the boundary of Parcel 67-243-030 to the southwest corner thereof; thence westerly to the northwest corner of Parcel 67-243-006; thence southerly to the south line of 18th Street; thence westerly to the northwest corner of Parcel 67-246-008; thence southerly to the southwest corner thereof; thence westerly to the northeast corner of Parcel 67-262-002; thence southerly

to the north line of 19th Street; thence westerly to the southwest corner of Parcel 67-251-004; thence northerly to the northwest corner thereof; thence westerly to the east line of "D" Street; thence southerly to the north line of 20th Street; thence easterly to the east line of "C" Street; thence northerly to the northwest corner of Parcel 67-263-004; thence easterly to the northeast corner of Parcel 67-263-001; thence southerly to the northwest corner of Parcel 67-251-010; thence easterly to the northeast corner of Parcel 67-251-009; thence southerly to the south line of 20th Street; thence easterly to the northeast corner of Parcel 67-252-007; thence southerly to the southeast corner thereof; thence westerly to the southwest corner of Parcel 67-252-001; thence northerly to the southeast corner of Parcel 67-266-007; thence westerly to the east line of "C" Street; thence north to the south line of 20th Street; thence westerly to the east line of "D" Street; thence southerly to the south line of Parcel 67-277-002; thence southeast to the northeast corner of Parcel 67-274-005; thence southerly to the south line of West Madill Street; thence easterly to the northwest corner of Parcel 67-275-023; thence southerly to the south line of Rossi Avenue; thence west, south, and east along the boundary line of Parcel 67-282-029 to the northwest corner of Parcel 67-232-026; thence southerly to the south line of Texas Street; thence easterly to the west line of "A" Street; thence southerly to the north line of Drake Street; thence easterly to the southeast corner of Parcel 63-142-019; thence westerly and northerly along the boundary of subdivision Sunset Gardens to the south line of Brian Ave; thence easterly to the point south of the southeast corner of Parcel 68-132-036; thence northerly to the northeast corner of said parcel; thence easterly, northerly, and westerly along the boundary of Parcel 68-132-033 to the southeast corner of Parcel 68-132-037; thence northerly to the northeast corner of Parcel 68-131-037; thence easterly and northerly along the south and east boundary of Parcel 68-131-031, to the south line of Southern Pacific Railroad; thence along said south line northwesterly to the east line of "A" Street; thence northerly to the south line of 19th Street; thence easterly to the point which is south of the southeast corner of Parcel 68-011-034; thence northerly along the east boundary lines of Parcels 68-011-034 and 68-011-001 to the south line of E. 18th Street; thence easterly to the west line of Evergreen Avenue; thence southerly to the point which is west of the southwest corner of Parcel 68-017-010; thence easterly to the southeast corner thereof; thence northerly to the south west corner of Parcel 68-041-002; thence easterly to the east line of Helmuth Lane; thence northerly to the southwest corner of Parcel 68-041-011; thence easterly to the southeast corner of said parcel; thence southerly to the southwest corner of Parcel 68-041-013; thence easterly to the east line of Alpha Way; thence southerly to the southwest corner of Parcel 68-042-023; thence easterly to the southeast corner thereof; thence southerly to the southwest corner of Parcel 68-042-003; thence easterly to the east line of Crestwood Drive; thence northerly to the northwest corner of Parcel 68-043-011; thence easterly to the southeast corner of Parcel 68-046-034; thence northerly and easterly along the west and north boundary lines of Parcel 68-046-003 to the east line of Cavallo Road; thence north to the southwest corner of Parcel 68-051-015; thence easterly to the southeast corner of Parcel 68-051-019; thence southerly to the southwest corner of Parcel 68-051-042; thence easterly to the southwest corner of Parcel 68-051-024; thence northerly to the northwest

corner of Parcel 68-051-037; thence easterly to the east line of Biglow Drive; thence northerly to the north line of E. 18th Street; thence easterly to the west line of Hillcrest Avenue; thence southerly along the west line of Hillcrest Avenue to a point which is west of the south west corner of Parcel 51-272-035; thence easterly and northerly along the south and east boundary of said parcel to the south line of E. 18th Street; thence easterly to the northeast corner of Parcel 51-272-006; thence southerly to the southeast corner of Parcel 51-242-005; thence westerly to the east line of Hillcrest Avenue, said line being the Antioch City Limits; thence along said Antioch City Limits line southerly, easterly, northerly, and westerly to the southeast corner of Parcel 51-263-019; thence westerly to the southwest corner of Parcel 51-265-035; thence westerly along the south lines of Parcels 51-120-022 and 51-120-023 to the southeast corner of Parcel 51-120-016; thence westerly to the east line of Hillcrest Avenue; thence northerly to a point which is east of the northeast corner of Parcel 65-262-024; thence westerly to the southeast corner of Parcel 65-262-027; thence westerly along the south line of Lake Alhambra subdivision to the southeast corner of Parcel 65-235-019; thence northerly to the south line of South Lake Drive; thence westerly to the west line of Alhambra Drive; thence southerly to the northeast corner of Parcel 65-142-023; thence along the boundary of said parcel westerly to the east line of Amber Drive; thence northerly to a point which is east of the southeast corner of Parcel 65-143-013; thence westerly to the southwest corner of Parcel 65-143-007; thence northerly to the north line of Amber Drive; thence westerly to the east line of Cavallo Road; thence northerly to a point which is east of the northeast corner of Parcel 65-151-037; thence westerly to the northwest corner thereof; thence southerly to the northeast corner of Parcel 65-151-002; thence westerly to the west line of Noia Avenue; thence southerly to the northeast corner of Parcel 65-152-043; thence westerly to the west line of Wisner Drive; thence northerly to the northeast corner of Parcel 65-152-027; thence westerly and southerly along the north and west lines of said parcel to the northeast corner of Parcel 65-161-001; thence westerly to the west line of Marie Avenue; thence northerly to the southeast corner of Parcel 65-164-012; thence westerly, northerly, and westerly along the boundary of Parcel 65-164-023 to the northwest corner thereof; thence northerly to the south line of East 16th Street; thence westerly to the northeast corner of Parcel 65-172-022; thence southerly to the southeast corner thereof; thence westerly to the north west corner of Parcel 65-172-027; thence southerly to the southeast corner of Parcel 65-172-007; thence westerly along the boundary lines of Parcels 65-172-024, 65-172-025, and 65-172-020 to the northwest corner of Parcel 65-172-028; thence northerly to the southeast corner of Parcel 65-183-009; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-007; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-006; thence westerly to the southwest corner of Parcel 65-183-004; thence northerly to the north line of East 16th Street; thence westerly to the southwest corner of Parcel 65-182-030; thence northerly to the northwest corner thereof; thence easterly to the southeast corner of Parcel 65-182-027; thence northerly to the northwest corner of Parcel 65-181-020; thence easterly to the southeast corner of Parcel 65-181-014; thence northerly and westerly along the east and north line of said parcel to the east line of "A" Street; thence northerly to the northwest corner of Parcel 65-181-018; thence easterly to the southeast

corner of Parcel 65-075-002; thence northerly to the north line of E. 13th Street; thence easterly to the southeast corner of Parcel 65-071-009; thence northerly to the southeast corner of Parcel 65-064-005; thence westerly to "A" Street; thence northerly to the southwest corner of Parcel 65-061-008; thence easterly to the southeast corner thereof; thence northerly to the north line of Wilbur Avenue; thence easterly to the southeast corner of Parcel 66-164-007; thence northerly to the point on the south line of Parcel 66-164-010; thence westerly to the southwest corner of Parcel 66-164-013; thence northerly to the north line of 7th Street; thence easterly to the southeast corner of Parcel 66-162-008; thence northerly to a point on the south line of Parcel 66-162-011; thence easterly and northerly along the southerly and easterly boundaries of said parcel to the south line of 6th Street; thence northerly to the southeast corner of Parcel 66-032-018; thence northerly to the northeast corner thereof; thence easterly to the east line of the roadway described in Book 27 of Deeds at Page 475; thence southerly along the east line thereof to the northwest corner of Parcel 65-050-026; thence easterly to the northeast corner of Parcel 65-050-013; thence north, east, and south along the boundary of Parcel 65-050-006 to the northwest line of Parcel 65-050-005; thence easterly along the northerly and easterly property lines of Parcels 65-050-005, and 65-050-029, to the northeast corner of Parcel 65-050-029; thence southerly to the northerly most point of Parcel 65-050-017; thence southeasterly along the eastern boundary of said Parcel 65-050-017 to the north line of Wilbur Avenue; thence easterly along the north line of Wilbur Avenue to a point which is north of the west line of Marie Avenue; thence south to the south line of Wilbur Avenue, thence east to the northeast corner of Parcel 65-101-014; thence southerly to the northwest corner of Parcel 65-101-015; thence easterly to the northeast corner of Parcel 65-110-012, said corner being on the Antioch City Limits; thence along northerly, and westerly along said City of Antioch boundary to the point of beginning.

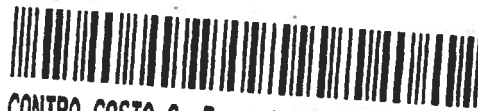
* * * * *

(END OF DOCUMENT)

END OF DOCUMENT

RECORDED AT REQUEST OF
AND FOR THE BENEFIT OF:
CITY OF ANTIOCH

WHEN RECORDED MAIL TO:
L. Jolene Martin
City Clerk
P.O. Box 5007
Antioch, CA 94531-5007



CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2007-0192911-00

Check Number

Tuesday, JUL 03, 2007 14:32:00

FRE \$0.00!!

Ttl Pd \$0.00

Nbr-0003770708
lee/R5/1-6

**REVISED NOTICE OF ADOPTION OF THE
REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT AREA NO. 1**

Recording Requested by
and When Recorded Return to:

L. Jolene Martin, City Clerk
City of Antioch
P.O. Box 5007
Antioch, Ca 94531-5007

Exempt from recording fees pursuant to
Government Code Section 27383

**ALL PROPERTY TO WHICH THIS NOTICE PERTAINS
IS LOCATED WITHIN THE ANTIOCH REDEVELOPMENT PROJECT AREA NO. 1**

**REVISED NOTICE OF ADOPTION OF THE
REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT AREA NO. 1**

NOTICE IS HEREBY GIVEN, in compliance with Section 33373(c) of the California Health and Safety Code which became effective January 1, 2007, that the City Council of the City of Antioch, California ("City Council") adopted Ordinance No. 290 C.S. on July 15, 1975, as amended, approving and adopting the Redevelopment Plan for the Antioch Project Area No. 1 (the "Redevelopment Plan"). The Antioch Development Agency ("Agency") is vested with the responsibility to carry out the Redevelopment Plan.

A legal description of the boundaries of Project Area No. 1 is attached hereto as Exhibit A and incorporated herein by reference and a copy of the Redevelopment Plan may be obtained from the Agency.

Proceedings for the redevelopment of Project Area No. 1, as contemplated by the Redevelopment Plan have been instituted under the California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*).

AGENCY'S EMINENT DOMAIN AUTHORITY. Sections 104, 105 and 701 of the Redevelopment Plan provides as follows:

When the Agency exercises its power of eminent domain, it shall be exercised within the following limitations:

The Redevelopment Plan may be amended by means of the procedures established in Section 33354.6 and/or Sections 33450-33458 of the Community Redevelopment Law or by any other procedure hereafter established by law; however, the Redevelopment Plan may not be

amended to provide for the acquisition by eminent domain on any property zoned for residential uses as of the date the ordinance adopting the third amendment to the Plan becomes effective.

It is in the public interest and is necessary in order to eliminate the conditions requiring redevelopment and in order to execute this Plan for the power of eminent domain to be employed by the Agency to acquire real property in the Project Area which cannot be acquired by gift, devise, exchange, purchase, or any other lawful method. Eminent Domain proceedings, if used, must be commenced within twelve (12) years from the date the ordinance adopting the third amendment to the Plan becomes effective (or by October 26, 2011). This time limit for commencement of eminent domain proceedings may be extended only by amendment of the Plan.

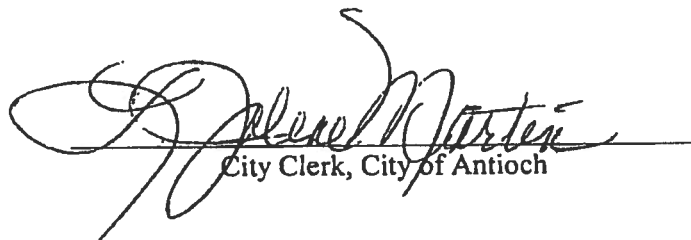
The Agency shall not acquire by eminent domain real property zoned for residential uses as of the date the ordinance adopting the third amendment to the Plan becomes effective.

It is the policy of the Agency to encourage the participation of property owners and businesses within the Project Area. Accordingly, the Agency has adopted Rules Governing Participation by, and the Extension of Reasonable Preferences to, Property Owners and Tenants in Project Area No. 1, which extend reasonable preferences to property owners and tenants in the Project Area, to participate in the redevelopment of the Project Area. The power of eminent domain shall not be exercised except in compliance with the rules and procedures set forth therein, as amended from time to time.

Generally, personal property shall not be acquired. However, where necessary in the execution of the Redevelopment Plan, the Agency is authorized to acquire personal property in the Project Area by any lawful means.

Filed for recordation with the County Recorder of Contra Costa County by order of the City Council of the City of Antioch, California.

Dated: June 21, 2007.

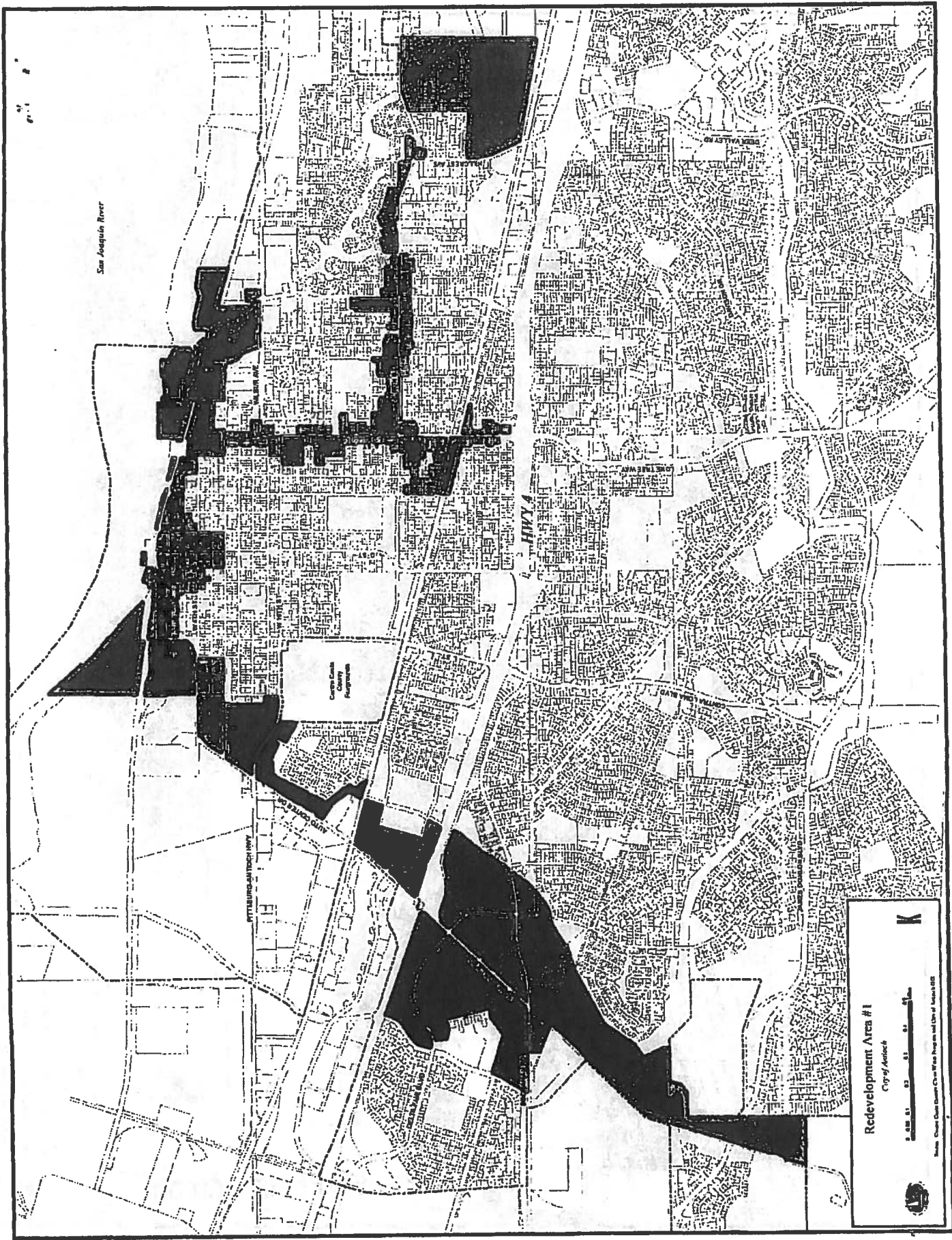

City Clerk, City of Antioch

Attachment: Legal Description

EXHIBIT A

LEGAL DESCRIPTION OF PROJECT AREA NO. 1

Exhibit A



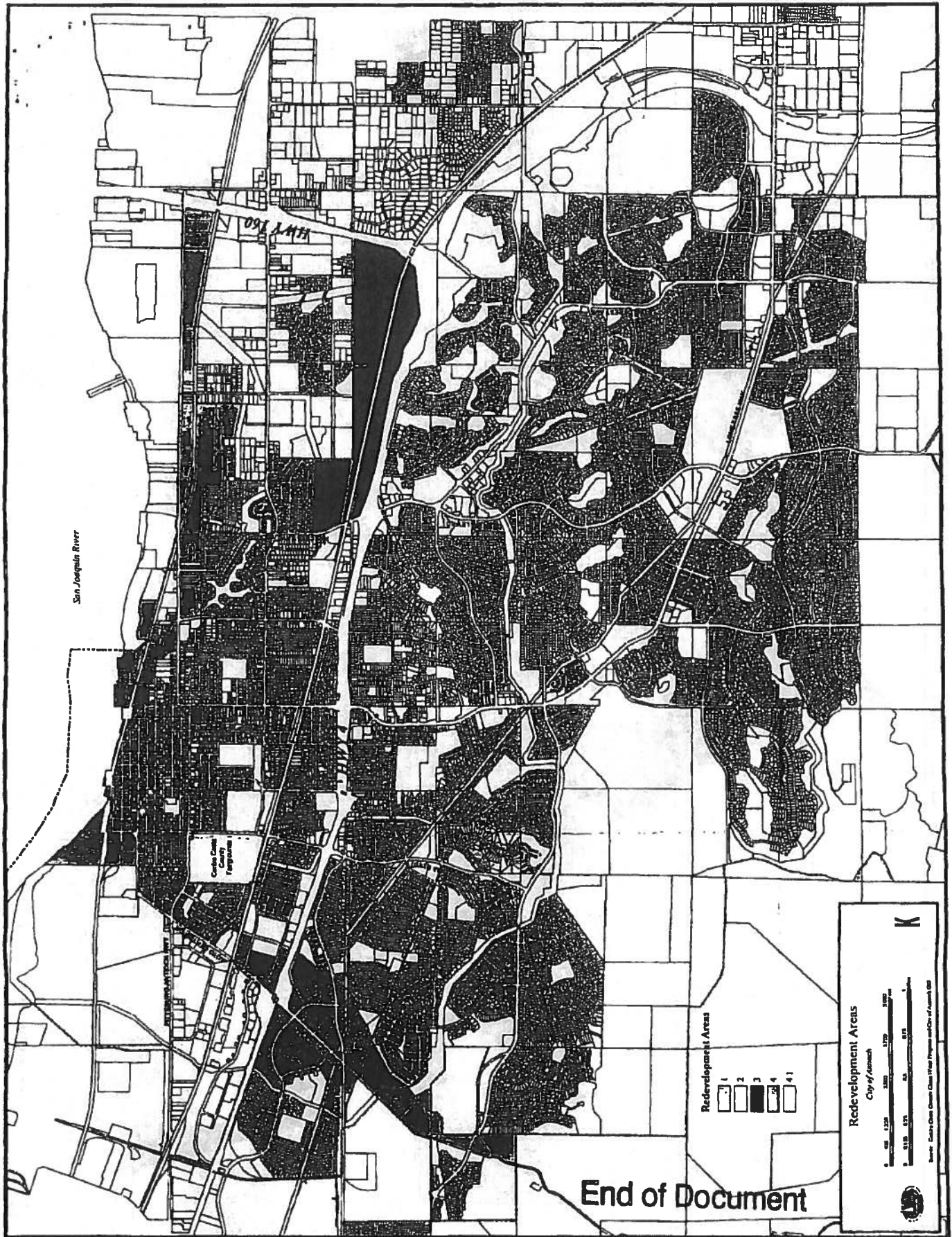
Redevelopment Area #1

City of Antonio



Source: Census Bureau's Census of Population and Housing, 1980





WHEN RECORDED MAIL TO:

Petroleum Properties Corp
P.O. Box 1060
Dixon, CA 95620



CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2002-0311302-00

Check Number
Wednesday, SEP 04, 2002 13:24:01
MIC \$1.00 MOD \$21.00 REC \$25.00
TCF \$20.00 NCP \$63.00
Ttl Pd \$130.00 Nbr-0001027627
1rc/R9/1-21

MAIL TAX STATEMENTS TO:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX \$

...Computed on the consideration or value of Property conveyed, OR

...Computed on the consideration or value less liens or encumbrances remaining at time of sale.

Signature of Declarant or Agent determining Tax - Firm Name

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY, a Delaware corporation, whose address for purposes of this instrument is 2500 Lou Menk Drive, Fort Worth, Texas 76131 Grantor, for and in consideration of Five Hundred Two Thousand One Hundred and No/100 Dollars (\$502,100.00) to it paid by the CPN PIPELINE COMPANY, a Delaware corporation, Grantee, and the promises of the Grantee hereinafter specified, does hereby remise, release and quitclaim unto the Grantee, subject to the terms and conditions hereinafter set forth, an EASEMENT for the purpose of installing, operating, maintaining, repairing and replacing a sixteen inch (16") and a twenty-four inch (24") natural gas pipeline, hereinafter called natural gas pipeline, along and across the following premises situated in Contra Costa County, State of California.

A 10.0 foot wide easement for a 16" diameter and 24" diameter Natural gas pipeline along The Burlington Northern and Santa Fe Railway Company's East Antioch to Pittsburg, Contra Costa County, California, Main Line right of way, situated upon, over and across Sections 21, 20 and 18, all in Township 2 North, Range 2 East, Sections 13, 14, 15 and 16, all in Township 2 North, Range 1 East, all of the Mt. Diablo Base and Meridian, Contra Costa County, California, more particularly described as shown on Plan and Profile maps LM-D-P-121 through LM-D-P-133 prepared by C&H Engineering of Bakersfield, California for Calpine Corporation attached hereto as Exhibit "A", and made a part hereof.

RESERVING, however, unto the Grantor, its successors and assigns, the right to construct, place, operate, maintain, alter, repair, replace, renew, improve and remove communication lines above, below and on the surface of the premises, including, without limitation, transmission by conduit, fiber optics, cable, wire or other means of electricity, voice data, video, digitized information, or other materials or information, natural gas pipelines, purpose lines, track and facilities including the right of ingress and egress in any such manner as does not unreasonably interfere with Grantee's use of the premises for said natural gas pipeline purposes and further reserving unto Grantor, its successors and assigns, all right and privilege of ingress and egress to said premises as Grantor, its successors and assigns may require to investigate and remediate environmental contamination and hazards, and further reserving the right and privilege to use said land for any and all purposes not inconsistent with the use thereof for said natural gas pipeline.

The foregoing easement is made subject to and upon the following express conditions:

1. To existing interests in the above-described premises to whomsoever belonging and of whatsoever nature and any and all extensions and renewals thereof, including but not limited to underground pipe line or lines, or any type of wire line or lines, if any.
2. Any and all cuts and fills, excavations or embankments necessary in the construction, maintenance, or future alteration of said natural gas pipeline shall be made and maintained in such manner, form and extent as will provide adequate drainage of and from the adjoining lands and premises of the Grantor; and wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from such lands and premises of the Grantor, the Grantee shall construct and maintain such culverts or drains as may be requisite to preserve such natural and pre-existing drainage, and shall also wherever necessary, construct extensions of existing drains, culverts or ditches through or along the premises of the Grantor, such extensions to be of adequate sectional dimensions to preserve the present flowage of drainage or other waters, and of materials and workmanship equally as good as those now existing.
3. The Grantee shall bear the cost of removal, relocation or reconstruction of any and all right of way fences, telephone or telegraph poles, or other facilities, the removal, relocation or reconstruction of which may be made necessary by reason of the use of said premises for said natural gas pipeline purposes.
4. The Grantee shall, at its own cost and expense, make adjustment with industries or other lessees of Grantor for buildings or improvements that may have to be relocated, reconstructed or destroyed by reason of the construction and maintenance of said natural gas pipeline on said premises.

5. This instrument is granted according to the terms and conditions of those two certain Letter Agreements for Longitudinal Easements between the Grantor and the Grantee accepted and agreed to by Grantee and Grantor on March 16, 2000, and made subject to the terms and conditions contained therein.
6. If during the construction or subsequent maintenance of said natural gas pipeline, soils or other materials considered to be environmentally contaminated are exposed, Grantee will remove and safely dispose of said contaminated soils. Grantee shall indemnify, protect and defend the Grantor from any and all liability, claims or demands, if any, which arise as a result of exposure and/or removal of said contaminated soils or materials. Determination of soils contamination and applicable disposal procedures thereof, will be made only by an agency having the capacity and authority to make such a determination. Grantee reserves the right to seek contribution for the costs of removal and disposition of said contaminated soils or materials from any third party, including but not limited to other licensees, easement holders, lessees or tenants who may have caused such soil contamination to occur.
7. The Grantee agrees to keep the above-described premises free and clear from combustible materials and to cut and remove or cause to be cut and removed at its sole expense all weeds and vegetation on said premises, said work of cutting and removal to be done at such times and with such frequency as to comply with Grantor and local laws and regulations and abate any and all hazard of fire.
8. The Grantee or its contractor(s) shall telephone Grantor's Communication Network Control Center at (800) 533-2891 (a 24 hour number) to determine if fiber optic cable is buried anywhere on the premises; and if so, the Grantee or its contractor(s) will contact the Telecommunications Company(ies) involved, and make arrangements with the Telecommunications Company(ies) for protection of the fiber optic cable prior to beginning any work on the premises.
9. Grantor may terminate said easement upon ninety (90) days' prior written notice in the event that Grantee, its successors, transferees or assigns ceases to use the easement for the uses described herein for a continuous period of four (4) years, unless such cessation is due to factors outside Grantee's reasonable control, in which case such period shall be extended for an additional two (2) years.

A default under said easement shall be deemed to exist with respect to Grantee upon the occurrence of the following event:

- (i) Failure by Grantee to perform fully any other material obligation under said easement, if Grantee does not commence to cure such failure within thirty (30) days of receipt of written notice from Grantor demand such cure and does not complete such cure within ninety (90) days of the date of receipt of written

notice from Grantor demanding such cure (or within such longer period of time, as is reasonably necessary to accomplish such cure, if it cannot be reasonably accomplished within such ninety (90) day period and Grantee diligently commences such cure in such period and continues such cure to completion). Grantee shall provide evidence to Grantor of its commencement of such cure within such period and its diligent pursuit of completion of such cure.

In the event of a default by Grantee under said easement, Grantor may, at its option, terminate said easement by serving thirty (30) days' notice in writing upon Grantee. Any waiver by Grantor of any default or defaults shall not constitute a waiver of the right to terminate said easement for any subsequent default or defaults, nor shall any such waiver in any way affect Grantor's ability to enforce any provision of said easement. The remedy set forth in this provision shall be in addition to, and not in limitation of, any other remedies that Grantor may have at law or in equity.

Upon termination of said easement by Grantor, its successors and assigns, as provided herein, the said Grantor its successors and assigns, may, at its or their option, re-enter, retake and hold said described lands and premises as of the present estate of said Grantor without compensation to said Grantee, the public, or any other person whomsoever, for improvements or property removed, taken or destroyed, or liability for loss of, or damage to any premises or the improvements thereon abutting on said easement area or any part thereof.

10. Grantee, in its acceptance hereof, hereby agrees to indemnify and save harmless said Grantor, from and against all lawful claims, demands, judgments, losses, costs and expenses, for injury to or death of the person or loss or damage to the property of any person or persons whomever, including the parties hereto, in any manner arising from or growing out of the acts of omissions, negligent or otherwise of Grantee, its successors, assigns, licensees and invitees, in connection with the entry upon, occupation or use of the said premises herein described, including but not limited to that of the location, construction, operation, restoration, repair, renewal, or maintenance of said natural gas pipeline upon the herein described premises or otherwise.
11. The Grantor does not warrant its title to said premises nor undertake to defend the Grantee in the peaceable possession, use or enjoyment thereof; and the grant herein made is subject to all outstanding rights or interest of others, including the tenants and licensees of the Grantor. Grantee acknowledges that Grantor may hold fee title to a portion of the area to be affected by said easement, and an easement in a portion of the area to be affected by said easement. Grantor agrees that if for any reason Grantor intends to abandon its rights to operate a railroad on any portion of the area to be affected by said easement, Grantor shall provide Grantee written notice of such intent to abandon all or any portion of the area to be affected by said easement at least one hundred (180) days prior to taking any action which could be construed as an abandonment by Grantor of such easement area, or portion thereof.

12. This easement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns and successors of Grantor and Grantee. Said easement includes the right and power in Grantee, or its successors, transferees and assigns, to transfer, assign and convey the easement or any portion thereof in the form of an easement in gross and all other rights herein conveyed, including, without limitation, the right to transfer all or any portion of the easement by an irrevocable offer to dedicate the easement or any interests therein, to any governmental agency, and/or to any public or private utility, so long as the use of the easement is limited to the uses described herein. Grantor hereby consents to any such conveyance or grant by Grantee, or its successors, transferees and assigns, and agrees to execute, acknowledge and deliver such additional instrument or instruments as may be reasonably required to carry out the intent and purposes of this easement agreement, provided that such execution, acknowledgement and delivery shall be at no cost or expense to Grantor.

The right of assignment provided above also includes the right and power of Grantee, or its successors, transferees and assigns, to mortgage the easement or any portion thereof to a lender or lenders, and all other right herein conveyed, without the necessity of further consent or documentation of Grantor. Grantor agrees that a breach or default by Grantee, or its successors, transferees and assigns, under this agreement shall not immediately impair or render invalid the lien of any mortgage or deed of trust nor entitle Grantor to cancel, rescind or otherwise terminate this agreement, but shall not impair any other rights or remedies Grantor may have against Grantee, or its successors, transferees and assigns, by reason of a breach or default by Grantee, or its successors, transferees and assigns. Grantor agrees to give notice of any default by Grantee, or its successors, transferees and assigns, hereunder to any lender of which Grantor has received written notice and further agrees to provide such lender with a reasonable opportunity to cure any default of Grantee, or its successors, transferees and assigns; provided that, following such opportunity to cure, if such default persists, any lien of mortgage or deed of trust related to the easement shall terminate concurrently with the termination of the easement as provided above and shall no longer be valid. Grantor agrees to execute, acknowledge and deliver any instrument to implement the rights of Grantee, or its successors, transferees and assigns, or any lenders as provided in this paragraph, provided that such execution, acknowledgement and delivery shall be at no cost or expense to Grantor.

The burden and the benefits of the covenants set forth herein shall run with and be for the benefit of the land (within the meaning of Section 1460 of the California Civil Code) and shall burden and be binding upon and shall inure to the benefit of all persons having or acquiring any right, title or interest therein and their successors and assigns.

311302

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances thereunto belonging to Grantee for the purposes aforesaid and for no other purpose whatsoever subject to the terms and conditions hereinbefore stated.

IN WITNESS WHEREOF, the said THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY has caused this instrument to be signed by its authorized officer, and the corporate seal affixed on the 31st day of July, 2002.

ACCEPTED BY

CPN PIPELINE COMPANY

By: R. L. Thomas
Name: R. L. Thomas

Title: Vice President

THE BURLINGTON NORTHERN
AND SANTA FE RAILWAY
COMPANY

By: D. P. Schneider
D. P. Schneider
General Director Real Estate

ATTEST:

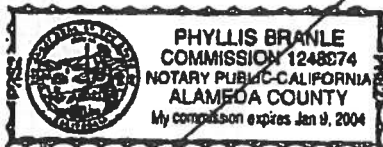
By: Patricia Zbichorski
Patricia Zbichorski
Assistant Secretary



311302

STATE OF CALIFORNIA)
) ss.
 COUNTY OF Alameda)

On this 6th day of August, 2002, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Richard L. Thomas known to me to be Vice President, of CPN Pipeline Company, the corporation that accepted the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation accepted the same.

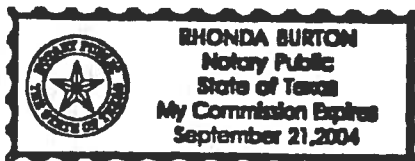


Phyllis Branle
 Notary's Signature

My Commission Expires: 01/09/04

STATE OF TEXAS)
) ss.
 COUNTY OF TARRANT)

On this 31st day of July, 2002, before me, the undersigned, a Notary Public in and for said County and State, personally appeared D. P. Schneider and Patricia Zbichorski, known to me to be General Director Real Estate and Assistant Secretary, respectively, of the corporation that executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

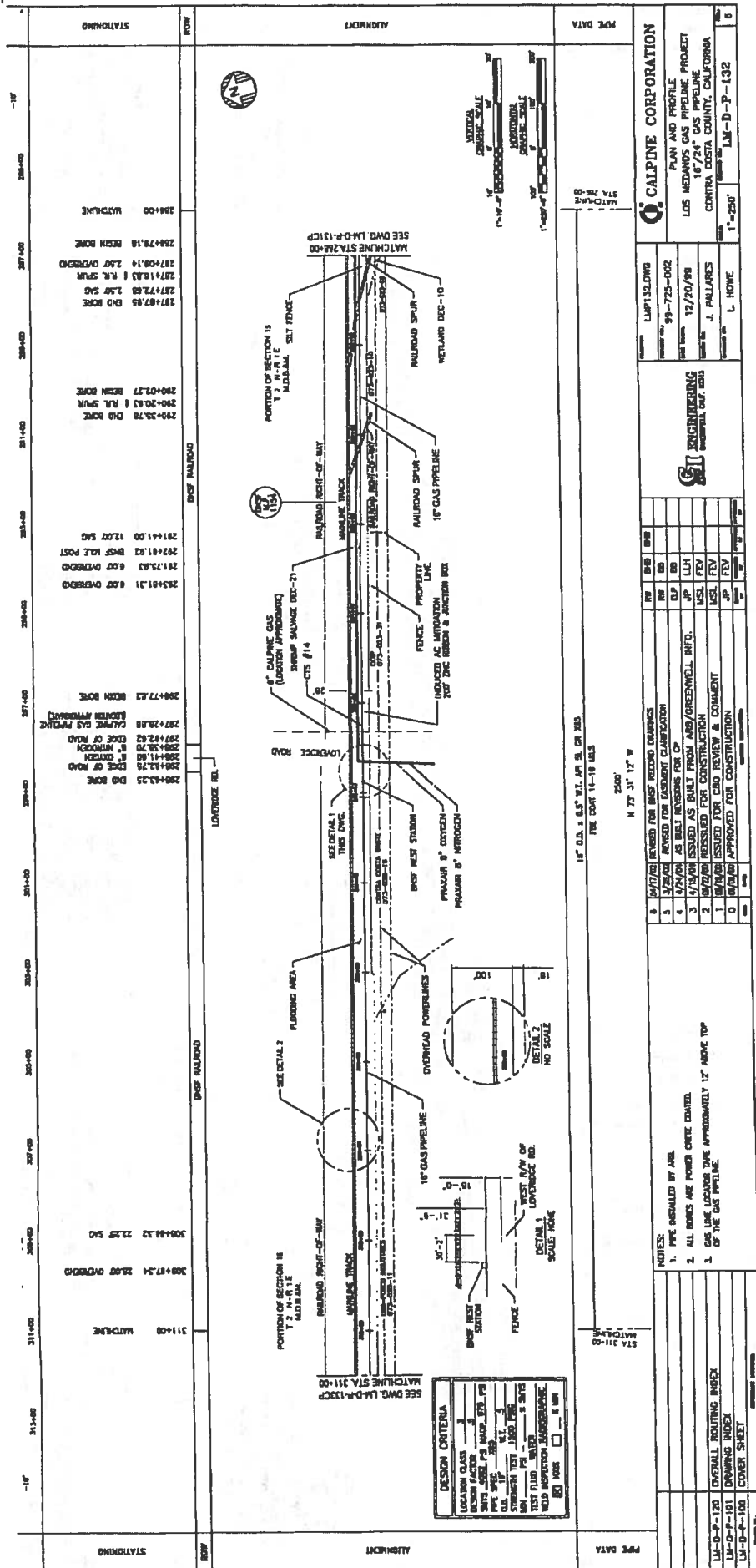


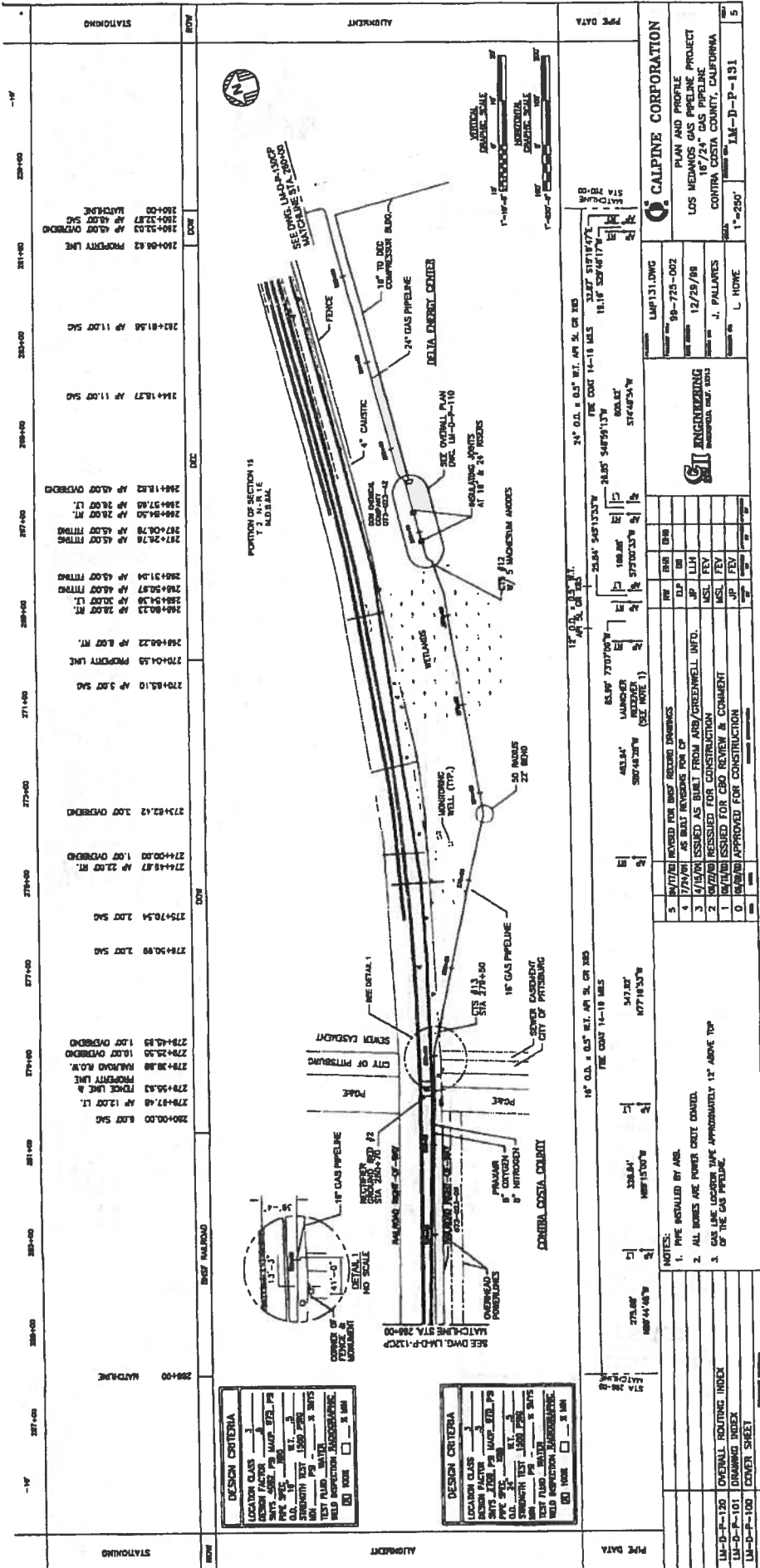
Rhonda Burton
 Notary's Signature

My Commission Expires: 9/21/2004

[illegible]







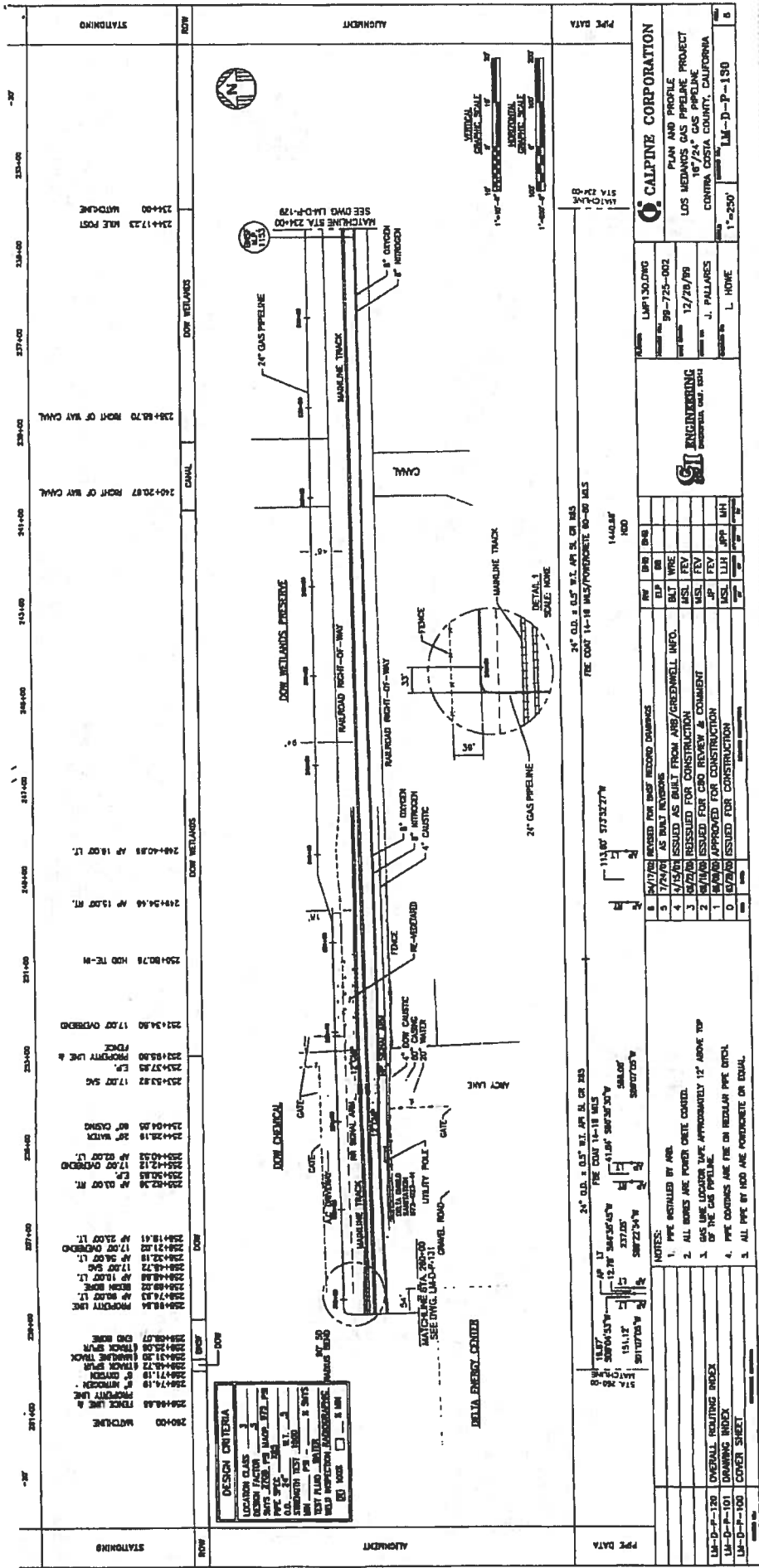
DESIGN CRITERIA

LOCATION CLASS	3
DESIGN FACTOR	1.0
PIPE SIZE	18" DIA.
PIPE WALL THICKNESS	0.375" (3/8")
PIPE JOINT	WELD
TEST PRESSURE	1500 PSIG
TEST FLUID	AIR
WELD INSPECTION	100% UT

DESIGN CRITERIA

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DESIGN FACTOR	1.0
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PIPE WALL THICKNESS	0.375" (3/8")
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TEST PRESSURE	1500 PSIG
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WELD INSPECTION	100% UT

PROJECT DATA		CALPINE CORPORATION	
PLAN AND PROFILE		LOS MEDANOS GAS PIPELINE PROJECT	
16" DIA. GAS PIPELINE		CONTRA COSTA COUNTY, CALIFORNIA	
12/28/98		J. PALLARES	
1"=250'		LM-D-P-131	
5		L. HOWE	
1"=250'		LM-D-P-131	
5		L. HOWE	
1"=250'		LM-D-P-131	
5		L. HOWE	
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5		L. HOWE	



PIPE DATA

PIPE TYPE: 18" DIA. 100 LB. STEEL PIPE

PIPE WALL THICKNESS: 0.375"

PIPE JOINT: BEVELLED BUTT WELD

PIPE COATING: FURNACE FUSED

PIPE SUPPORTS: 12' ON CENTER

PIPE ANCHORS: 12' ON CENTER

PIPE BRACE: 12' ON CENTER

PIPE HANGERS: 12' ON CENTER

PIPE GROUNDING: 12' ON CENTER

PIPE TESTING: 12' ON CENTER

PIPE RECORD: 12' ON CENTER

GENERAL NOTES

1. ALL PIPES ARE FURNACE FUSED.
2. ALL JOINTS ARE BEVELLED BUTT WELD.
3. GAS LINE LOCATION IS APPROXIMATELY 12' ABOVE TOP OF THE CURB.
4. PIPES ARE TO BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING:

REVISIONS

NO.	DATE	DESCRIPTION
1	5/13/01	ISSUED FOR CONSTRUCTION
2	5/13/01	ISSUED FOR CONSTRUCTION
3	5/13/01	ISSUED FOR CONSTRUCTION
4	5/13/01	ISSUED FOR CONSTRUCTION
5	5/13/01	ISSUED FOR CONSTRUCTION
6	5/13/01	ISSUED FOR CONSTRUCTION
7	5/13/01	ISSUED FOR CONSTRUCTION
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10	5/13/01	ISSUED FOR CONSTRUCTION

REVISIONS

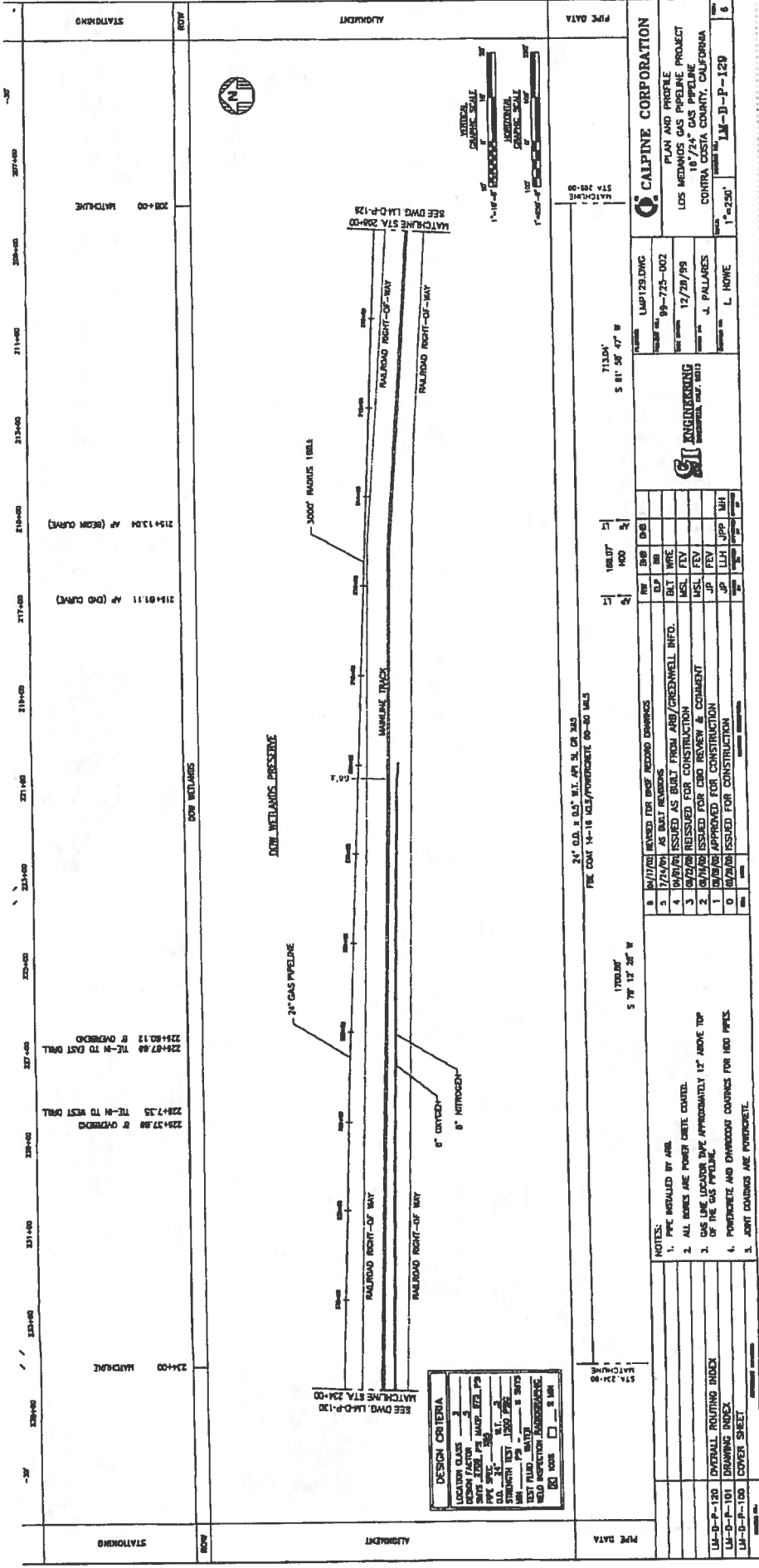
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10	5/13/01	ISSUED FOR CONSTRUCTION



DESIGN CRITERIA

LOCATION CLASS	2
DESIGN SPEED	35
DESIGN LIFE	50
DESIGN YEAR	2020
DESIGN FREQ	100
DESIGN WIND	100
DESIGN ELEV	100
DESIGN TEMP	100
DESIGN HUMID	100
DESIGN SOLAR	100
DESIGN RAINFALL	100
DESIGN SNOW	100
DESIGN ICE	100
DESIGN WINDSPEED	100
DESIGN WINDDIRECTION	100
DESIGN WINDFREQUENCY	100
DESIGN WINDVELOCITY	100
DESIGN WINDPRESSURE	100
DESIGN WINDTEMPERATURE	100
DESIGN WINDHUMIDITY	100
DESIGN WINDSOLAR	100
DESIGN WINDRAINFALL	100
DESIGN WINDSNOW	100
DESIGN WINDICE	100
DESIGN WINDWINDSPEED	100
DESIGN WINDWINDDIRECTION	100
DESIGN WINDWINDFREQUENCY	100
DESIGN WINDWINDVELOCITY	100
DESIGN WINDWINDPRESSURE	100
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DESIGN WINDWINDWINDPRESSURE	100
DESIGN WINDWINDWINDTEMPERATURE	100
DESIGN WINDWINDWINDHUMIDITY	100
DESIGN WINDWINDWINDSOLAR	100
DESIGN WINDWINDWINDRAINFALL	100
DESIGN WINDWINDWINDSNOW	100
DESIGN WINDWINDWINDICE	100

PIPE DATA

STA 208+00 MATCHLINE

STA 234+00 MATCHLINE

1700.00' 5 79' 17" 30"

711.00' 5 81' 50" 47" W

24" O.D. ± 0.5" W.T. API 5L CR 240

PIPE COAT 14-18 1025/PORCECITE 00-40 1043

NOTES:

1. PPE INSTALLED BY ABE
2. ALL BOMES ARE POWER CRATE COATED.
3. GAS LINE LOCATOR BVC APPROXIMATELY 12" ABOVE TOP OF THE GAS PIPELINE.
4. POWERCRATE AND DIMENSION COVERS FOR 100 PIPES.
5. JOINT COVERS ARE POWERCRATE.

REVISIONS:

NO.	DATE	DESCRIPTION
1	12/17/00	REVISED FOR BOM RECORD DIMENSIONS
2	12/17/00	AS BUILT REVISIONS
3	12/17/00	ISSUED AS BUILT FROM ABE/GREENWELL INFO.
4	12/17/00	ISSUED FOR CONSTRUCTION
5	12/17/00	REISSUED FOR CONSTRUCTION
6	12/17/00	ISSUED FOR CONSTRUCTION
7	12/17/00	ISSUED FOR CONSTRUCTION
8	12/17/00	ISSUED FOR CONSTRUCTION
9	12/17/00	ISSUED FOR CONSTRUCTION
10	12/17/00	ISSUED FOR CONSTRUCTION

PROJECT: LMP125.DWG

PROJECT NO: 98-725-002

DATE: 12/17/99

DESIGNER: J. PALLARES

CHECKER: L. HOWE

SCALE: 1"=250'

PROJECT: PLAN AND PROFILE

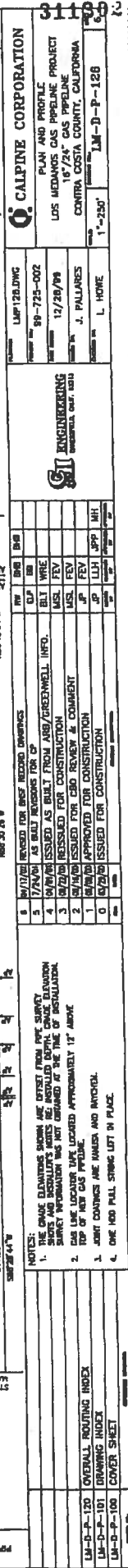
PROJECT: LOS MENOS GAS PIPELINE

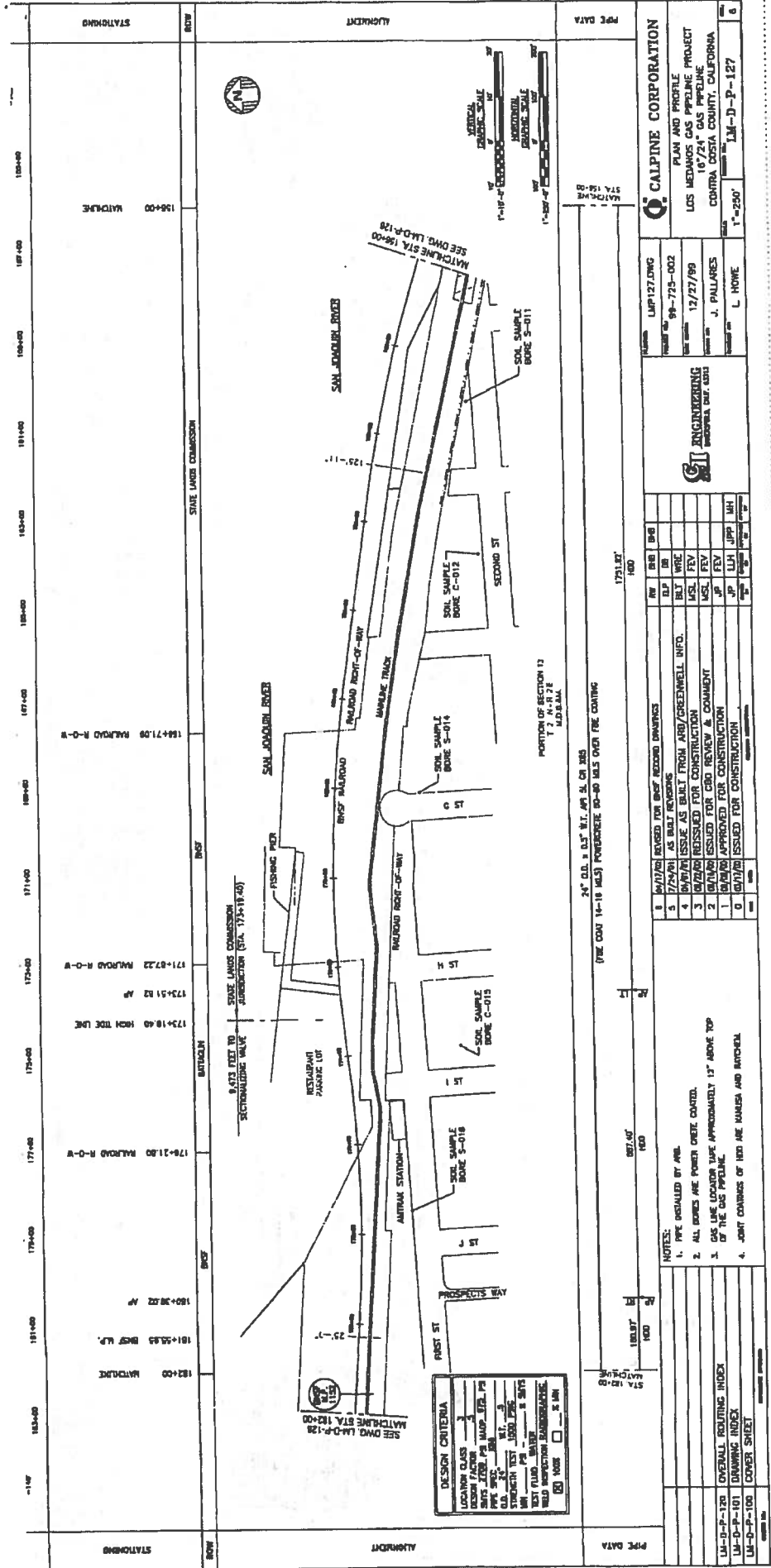
PROJECT: 10" GAS PIPELINE

PROJECT: CONTRA COSTA COUNTY, CALIFORNIA

PROJECT: LMP-D-P-120

PROJECT: 6





PIPE DATA

STA 156+00	STA 182+00
MATCHLINE	

PROJECT INFORMATION

CLIENT	CALPINE CORPORATION
PROJECT NO.	98-725-002
DATE	12/27/99
DESIGNED BY	J. PALLARES
CHECKED BY	L. HOWE
SCALE	1"=250'

REVISIONS

NO.	DATE	DESCRIPTION
1	12/27/99	ISSUED FOR CONSTRUCTION
2	01/17/00	ISSUED FOR CONSTRUCTION
3	01/17/00	ISSUED FOR CONSTRUCTION
4	01/17/00	ISSUED FOR CONSTRUCTION

NOTES

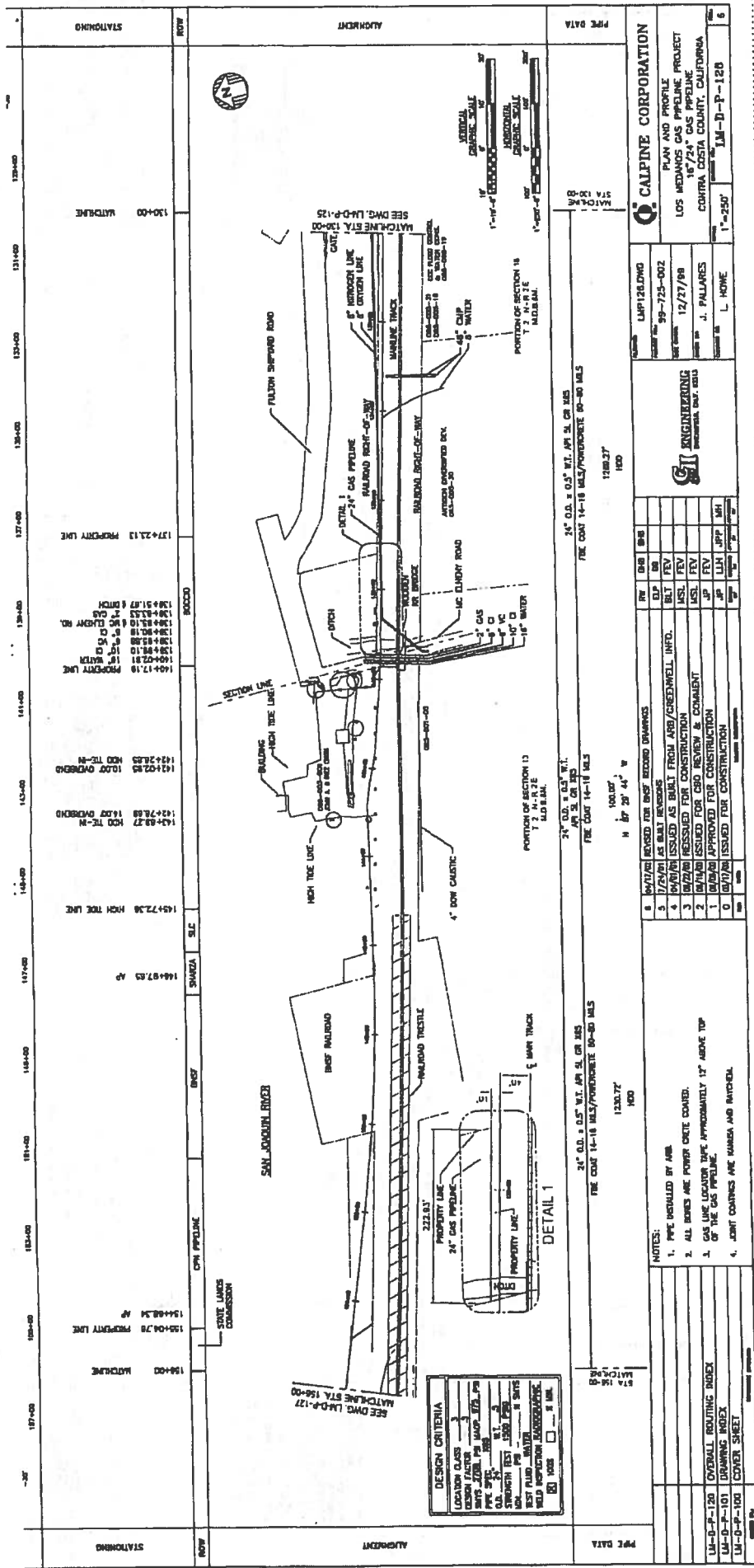
- PIPE DESIGNED BY A/E.
- ALL BORES ARE POWER CREEK CORTED.
- GAS LINE LOCATION TAPE APPROXIMATELY 13" ABOVE TOP OF THE GAS PIPELINE.
- JOINT COORDINATES OF HED ARE NAD83 AND NAD83A.

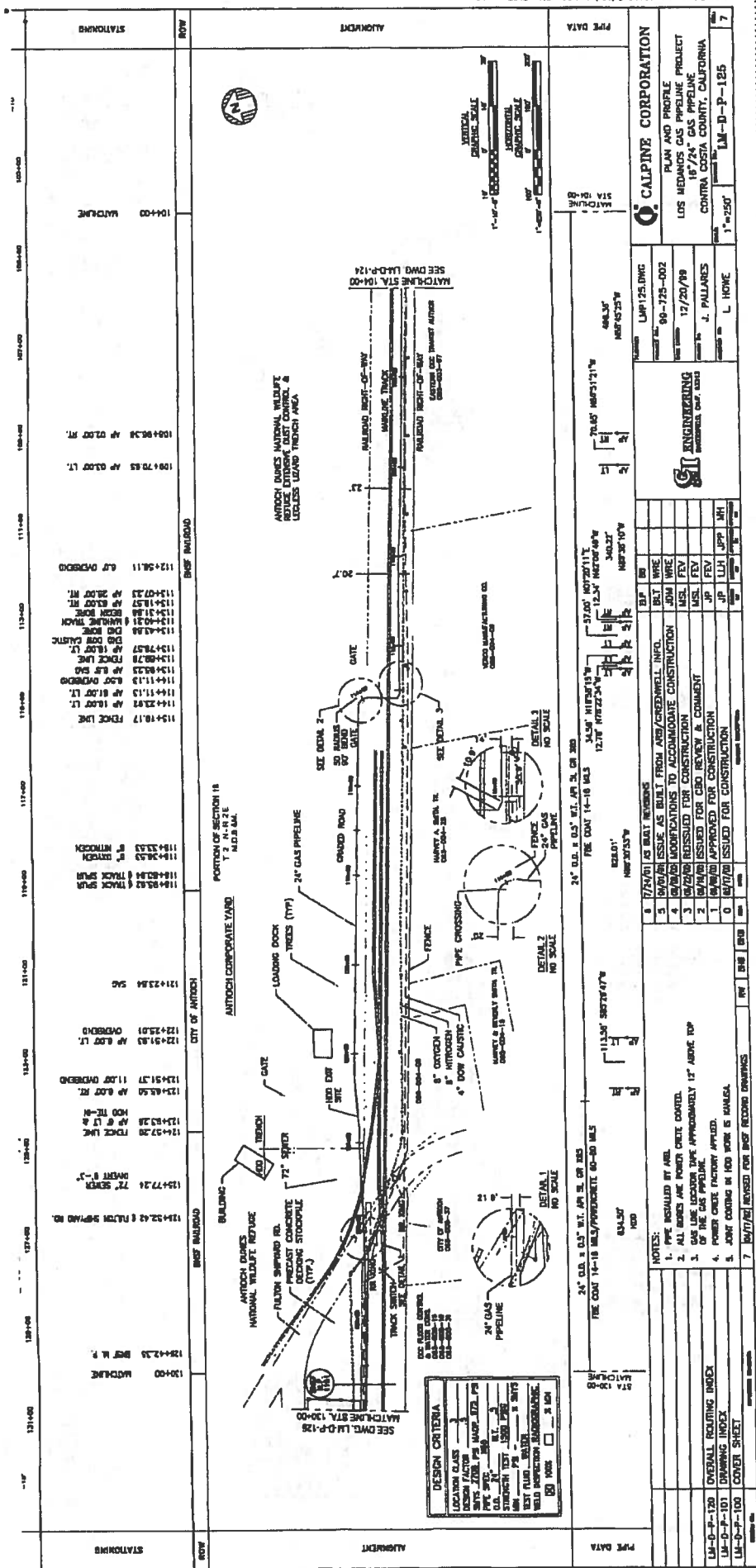
DESIGN CRITERIA

LOCATION CLASS	CLASS 1
DESIGN FACTOR	1.5
SOIL TYPE	PS
PIPE SIZE	16" DIA.
PIPE WALL THICKNESS	0.375"
PIPE MATERIAL	API 5L X 60
PIPE COATING	3L FBE
PIPE JOINT	WELD
PIPE END	FLARE

COVER SHEET

COVER SHEET	156+00	182+00
-------------	--------	--------



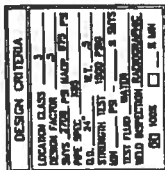


PIPE DATA		PIPE DATA	
PIPE NO.	1	PIPE NO.	1
PIPE SIZE	12" DIA.	PIPE SIZE	12" DIA.
PIPE MATERIAL	STEEL	PIPE MATERIAL	STEEL
PIPE WALL THICKNESS	0.375"	PIPE WALL THICKNESS	0.375"
PIPE JOINTS	WELDED	PIPE JOINTS	WELDED
PIPE COATING	EPDM	PIPE COATING	EPDM
PIPE INSULATION	1" AIR	PIPE INSULATION	1" AIR
PIPE PROTECTION	CONCRETE	PIPE PROTECTION	CONCRETE
PIPE EMBEDMENT	12"	PIPE EMBEDMENT	12"
PIPE SLOPE	0.00%	PIPE SLOPE	0.00%
PIPE ELEVATION	111.50'	PIPE ELEVATION	111.50'
PIPE CENTERLINE	121+00	PIPE CENTERLINE	121+00
PIPE END STATION	124+00	PIPE END STATION	124+00
PIPE START STATION	121+00	PIPE START STATION	121+00
PIPE TOTAL LENGTH	300.00'	PIPE TOTAL LENGTH	300.00'
PIPE VOLUME	10.00 CU YD	PIPE VOLUME	10.00 CU YD
PIPE WEIGHT	100.00 LBS	PIPE WEIGHT	100.00 LBS
PIPE COST	\$100.00	PIPE COST	\$100.00
PIPE INSTALLATION COST	\$100.00	PIPE INSTALLATION COST	\$100.00
PIPE MAINTENANCE COST	\$100.00	PIPE MAINTENANCE COST	\$100.00
PIPE REPLACEMENT COST	\$100.00	PIPE REPLACEMENT COST	\$100.00
PIPE REMOVAL COST	\$100.00	PIPE REMOVAL COST	\$100.00
PIPE TOTAL COST	\$100.00	PIPE TOTAL COST	\$100.00

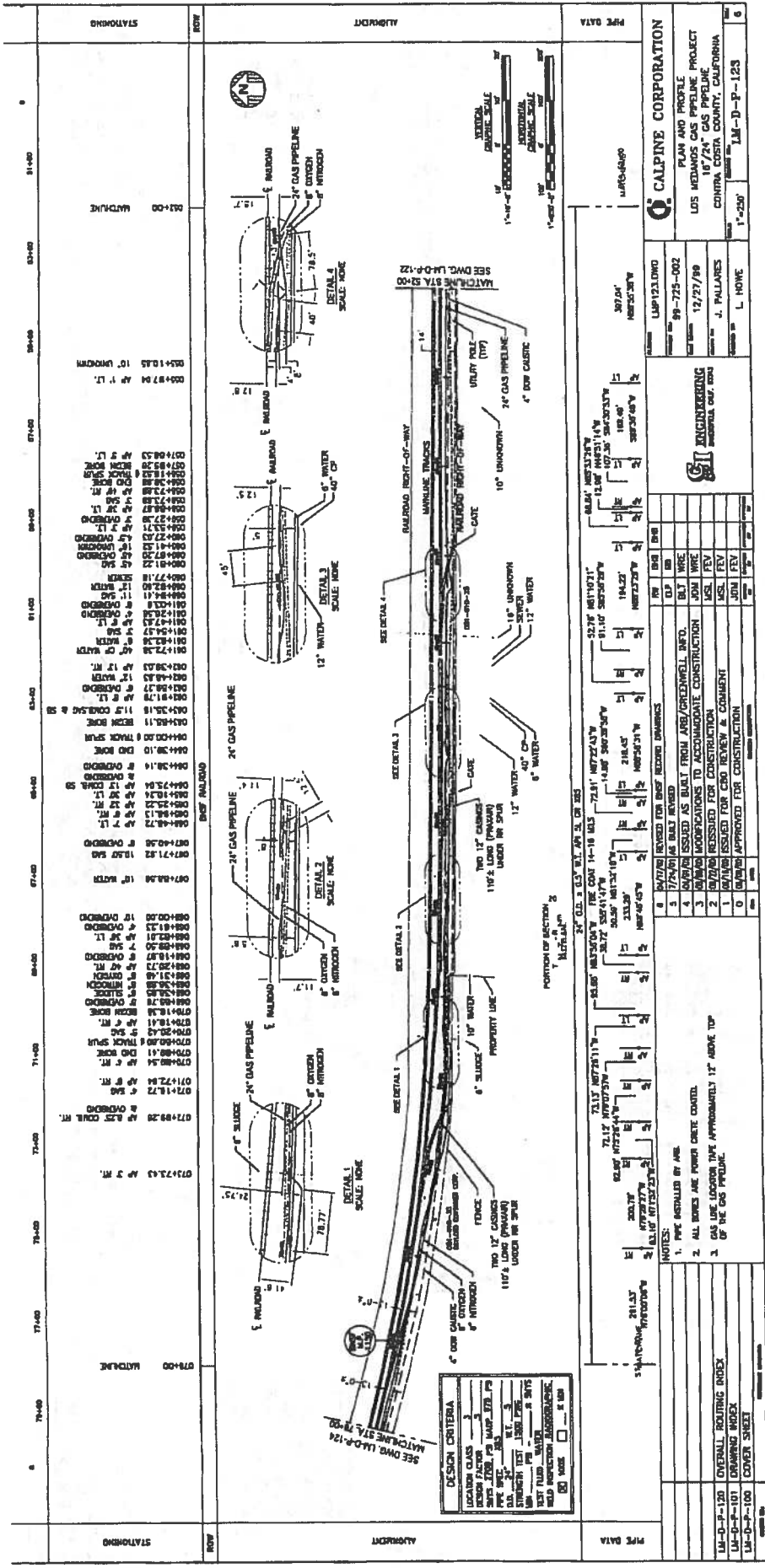
CALPINE CORPORATION
PLAN AND PROFILE
LOS MEDANOS GAS PIPELINE PROJECT
16" DIA. GAS PIPELINE
CONTRA COSTA COUNTY, CALIFORNIA
DRAWN BY: J. PALLARES
CHECKED BY: L. HOWE
DATE: 12/20/99
PROJECT NO.: 99-725-002
SHEET NO.: 125

REVISIONS	DATE	BY	DESCRIPTION
1	12/20/99	J. PALLARES	ISSUED FOR CONSTRUCTION
2	12/20/99	J. PALLARES	ISSUED FOR CONSTRUCTION
3	12/20/99	J. PALLARES	ISSUED FOR CONSTRUCTION
4	12/20/99	J. PALLARES	ISSUED FOR CONSTRUCTION
5	12/20/99	J. PALLARES	ISSUED FOR CONSTRUCTION
6	12/20/99	J. PALLARES	ISSUED FOR CONSTRUCTION
7	12/20/99	J. PALLARES	ISSUED FOR CONSTRUCTION

NOTES:
1. PIPE INSULATED BY AIR.
2. ALL DIMENSIONS ARE POWER CREEK COVERED.
3. GAS LINE LOCATION IS APPROXIMATELY 12' ABOVE TOP OF THE GAS PIPELINE.
4. POWER CREEK FACTORY APPLIED.
5. JOINT COATING IN HOD WORK IS MANUAL.
6. 12/20/99 ISSUED FOR BEST RECORD DRAWINGS.



UP 131302 9873003 5/23/01 4:00 PM LOT 1-100



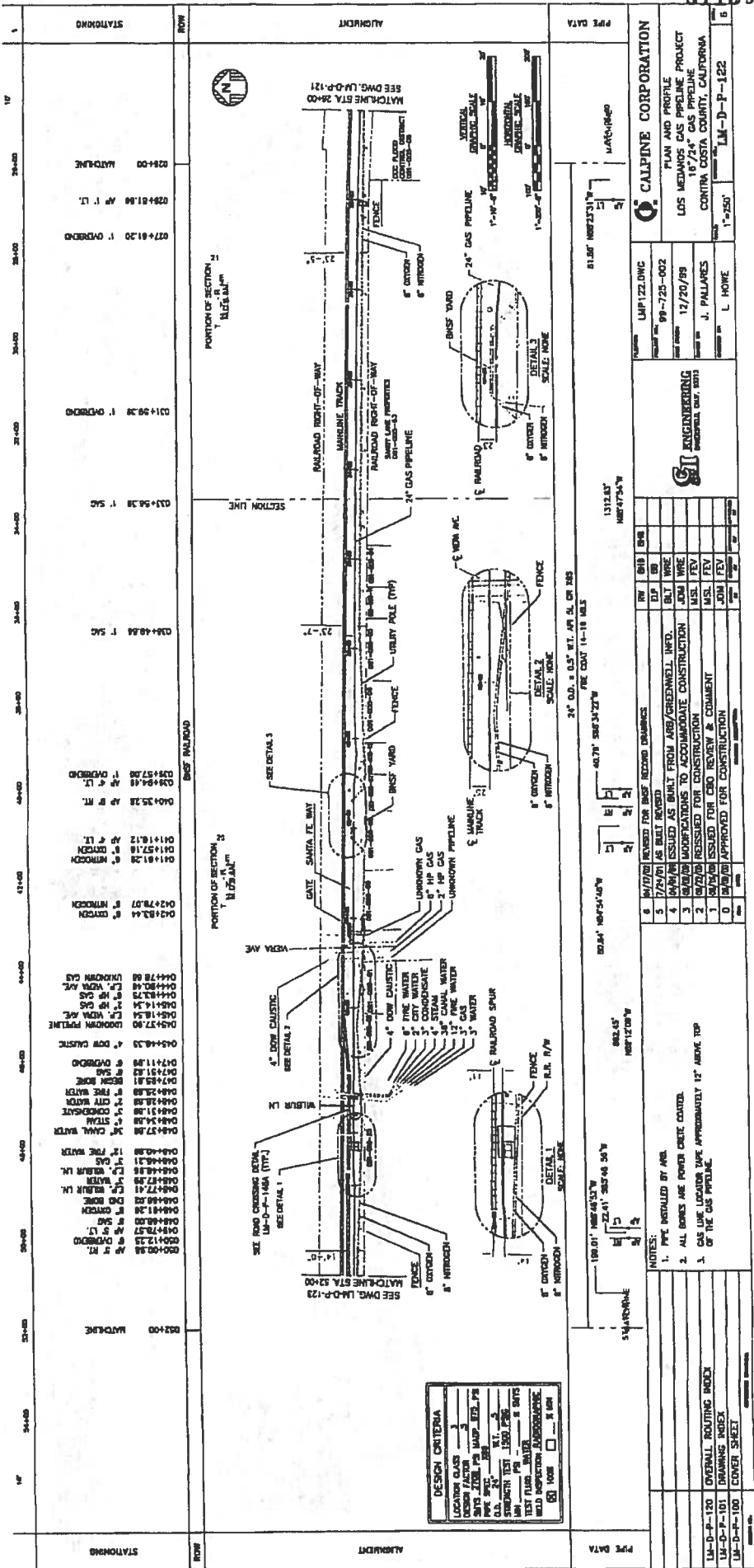
PLAN AND PROFILE
LOS MEDANOS GAS PIPELINE PROJECT
10\"/>

ENGINEERING
LUP 131302
98-725-002
12/27/99
J. PALLARES
L. NUNEZ

NO.	DATE	DESCRIPTION
1	12/27/99	ISSUED FOR CONSTRUCTION
2	01/10/00	REVISION FOR COMMENTS
3	01/10/00	REVISION FOR COMMENTS
4	01/10/00	REVISION FOR COMMENTS
5	01/10/00	REVISION FOR COMMENTS
6	01/10/00	REVISION FOR COMMENTS
7	01/10/00	REVISION FOR COMMENTS
8	01/10/00	REVISION FOR COMMENTS
9	01/10/00	REVISION FOR COMMENTS
10	01/10/00	REVISION FOR COMMENTS

- NOTES:**
- PIPE SHALL BE ARI.
 - ALL WORKS ARE POWER GATE CONTROL.
 - GAS LINE LOCATION TYPE APPROXIMATELY 12\"/>

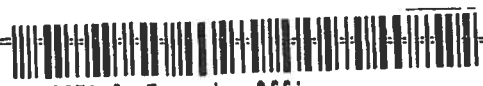
UP 131302	9873003	5/23/01	4:00 PM	LOT 1-100
UP 131302	9873003	5/23/01	4:00 PM	LOT 1-100
UP 131302	9873003	5/23/01	4:00 PM	LOT 1-100
UP 131302	9873003	5/23/01	4:00 PM	LOT 1-100
UP 131302	9873003	5/23/01	4:00 PM	LOT 1-100



	LM-D-P-120	OVERALL
	LM-D-P-101	DRAWING



END OF DOCUMENT
SEP 04 2002



RECORDING REQUESTED BY
MARK T. BLAKE, ESQ.

AND WHEN RECORDED MAIL TO:

MARK T. BLAKE, ESQ.
800 S. Broadway, Suite 301
WALNUT CREEK, CA. 94596

CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2010-0086442-00

Check Number
Friday, APR 30, 2010 09:11:25
MOD \$3.00:REC \$13.00:FTC \$2.00
RED \$1.00:ERD \$1.00:
Ttl Pd \$20.00 Nbr-0000461331
kat/R6/1-3

-----SPACE ABOVE THIS LINE FOR RECORDERS USE-----

QUITCLAIM DEED

The undersigned Grantor(s) declare(s) under penalty of perjury that the following is true and correct:

Documentary tax is \$00.00. No Consideration. THE TRANSFER IS MADE TO A TRUST FOR THE BENEFIT OF THE GRANTOR/GRANTEE AND NOT PURSUANT TO SALE. R&T Code §11930

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

Henry F. Beede,

hereby REMISE(S), RELEASE(S) AND FOREVER QUITCLAIM(S) to

Henry F. Beede, as trustee of the Henry F. Beede Family Trust, UDT dated September 7, 1995, the following described real property in the city of Antioch, County of Contra Costa, State of California:

See Exhibit "A" attached hereto and made a part hereof.

A.P.N # .

Dated: April 16, 2010

x Henry F. Beede
Henry F. Beede

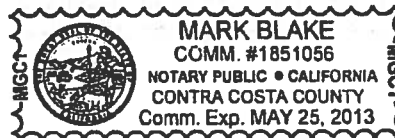
State of California)
County of Contra Costa)ss.

On April 16, 2010, before me, ~~Christine Lopez~~ or Mark Blake, notary public, personally appeared Henry F. Beede, who proved to me on the basis of satisfactory evidence to be the person(s) whose name 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 _____



MAIL TAX STATEMENTS TO: Henry F. Beede, 224 West 7th Street, Antioch, CA, 94509

EXHIBIT "A"

All that certain real property in the city of Antioch, County of Contra Costa, State of California, described as follows:

PARCEL ONE:

Lots 9, 10, 11 and 12, in Block 26, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, in Block 60, Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, in Block 62, Lots 7, 8, 9, 10, 11 and 12 in Block 102 and Block 61, of the Town of Antioch, as shown on maps of record on file in the office of the County Recorder of the county of Contra Costa, State of California.

PARCEL TWO:

All that portion of State Tide Land Survey No. 1, as described in that certain patent dated September 5, 1864, recorded September 27, of the rights of way granted to the San Francisco and San Joaquin Valley Railway Company, recorded November 28, 1898, in Book 81 of Deeds, pages 28 and 30; bounded on the North by the line of mean low tide; bounded on the West by the direct northerly extension of the east line of F Street, formerly Kimball Street; and bounded on the East by the direct northerly extension of the west line of B Street, formerly Hard Street, as said streets are shown on maps of the Town of Antioch on file in the office of the Recorder of Contra Costa County, State of California.

PARCEL THREE:

All that portion of State Tide Land Survey No. 1, as described in that certain patent dated September 5, 1864, recorded September 27, 1864, in Book 1 of Patents, page 30, lying South of the south line of the right of way granted to the San Francisco and San Joaquin Valley Railway Company, recorded November 28, 1898, in Book 81 of Deeds, page 30, and bounded on the East by the direct northerly extension of the west line of B Street formerly Hard Street, and bounded on the West by the direct/extension of the east line of Lot 8, in Block 26 as said lot and street are shown on maps of the Town of Antioch on file in the office of the Recorder of Contra Costa County, State of California.

PARCEL FOUR:

Portion of Lot 21, as shown on the map of Wills Addition, filed October 4, 1988, in Book B of Maps, page 29, in the office of the County Recorder of Contra Costa County, described as follows:

Beginning on the east line of the parcel of land described in the deed from Antioch Lumber Company to Pharcellus K. Biglow, et ux, recorded March 29, 1947, in Book 1072 of Official records, page 519, at the southwest corner of Subdivision of the East half of Lot 21, Wills Addition, filed May 4, 1926, in Book 19 of Maps, page 502, in the office of the County Recorder of Contra Costa county; thence from said point of beginning South, along said east line, 20.7 feet to the northerly line of the Southern Pacific Railroad (formerly San Pablo and Tulare Railroad) right of way; thence South 75° 06' East, along said northerly line, 714.4 feet to the west line of "D" Street, formerly Wills Avenue, as shown on said map (19 M 502) said west line being the direct southerly extension of the east line of said Subdivision (19 M 502); thence North along said west line of "D" Street, 20.7 feet to the south line of said Subdivision (19 M 502); thence North 75° 06' West along said south line, 714.4 feet to the point of beginning.

PARCEL FIVE:

Portion of Lot 21, as shown on the map of Wills Addition, filed October 4, 1988, in Book B of Maps, page 29, in the office of the County Recorder of Contra Costa County described as follows:

Beginning at a point on the northerly line of the Southern Pacific Railroad right of way at the southwest corner of said Lot 21, and running thence along said northerly line easterly to the southwest corner of the land described in the deed from Antioch Lumber Company, a corporation to Pharcellus K. Biglow, et ux, dated March 22, 1947, recorded

March 29, 1947, in Book 1072 of Official Records, Page 519; thence along the westerly and northerly lines to the land described in the last mentioned deed North 126.83 feet; South 81° 59' East 47.64 feet and North 89° 55' East 2.83 feet to a point on the west line of 20th Street, formerly Brennan Avenue, as shown upon the map of the Subdivision of East half of Lot 21, Wills Addition to the Town of Antioch, filed May 4, 1926, in Book 19 of Maps, page 502, in the office of the County Recorder of Contra Costa County; thence along the last mentioned line northerly 40 feet to the southeast corner of the land described in the deed from Antioch Lumber Company, a corporation, to Walter A. Bennett, et ux, recorded August 4, 1950, in Book 1608 of Official Records, page 496; thence along the southerly and westerly lines of the land described in the last mentioned deed West 50.50 feet and northerly 142.88 feet to the northerly line of said Lot 21; thence westerly along said northerly line to the northeast corner of said Lot 21; thence along the westerly line of the last mentioned line southerly to the point of beginning.

END OF DOCUMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Antioch
City Hall
Third and H Streets
Antioch, California 94509
Attn: City Attorney

CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2011-0054791-00

Tuesday, MAR 15, 2011 10:21:33
FRE \$0.00:

Ttl Pd \$0.00

Nbr-0000865046
lrc/R9/1-B

NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE SECTION 27383

066-052-003-2

GRANT DEED

For valuable consideration, the receipt of which is hereby acknowledged,

The Antioch Development Agency, a public body, corporate and politic, of the State of California (the "Grantor"), acting to carry out redevelopment purposes pursuant to the Community Redevelopment Law of the State of California, hereby grants to the City of Antioch, a municipal corporation (the "Grantee"), the real property (the "Property") described in Attachment No. 1 attached hereto and incorporated in this Grant Deed by this reference.

1. The Property is located within the Antioch Community Redevelopment Project Area, (the "Project Area") and is subject to the Antioch Community Redevelopment Plan (the "Redevelopment Plan").

2. In accordance with the terms of the Conveyance Agreement between the Grantor and Grantee dated as of March 9, 2011 (the "Agreement"), the Grantee hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the Property in furtherance of the Redevelopment Plan.

3. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, 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 Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

In Deeds:

1096011953744.2

"(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, establish or permit any 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Leases:

"(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee or any person claiming under or through the lessee, 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.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Contracts:

"(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor

shall the transferee or any person claiming under or through the transferee 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 of the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

4. The covenant contained in Section 2 regarding the use of the Property shall remain in effect until the expiration of the effectiveness of the Redevelopment Plan. The covenants contained in Section 3 regarding non-discrimination shall remain in effect in perpetuity.

5. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, and any successor in interest to the Property 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. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties 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 property 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.

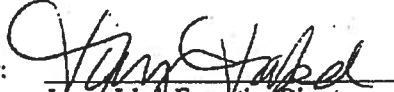
6. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the rights to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

7. This Grant Deed may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

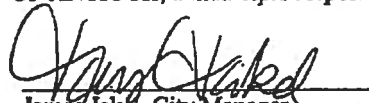
IN WITNESS WHEREOF, the parties hereto have executed this Grant Deed as of this 14th day of March 2011.

GRANTOR:

ANTIOCH DEVELOPMENT AGENCY, a public
body, corporate and politic

By: 
James Jakel, Executive Director

CITY OF ANTIOCH, a municipal corporation

By: 
James Jakel, City Manager

ATTACHMENT NO. 1
PROPERTY DESCRIPTION

PARCEL ONE:

Lots 9, 10, 11 and 12, Block 25, as shown on the Maps of the Town of Antioch, on file in the office of the County Recorder of the County of Contra Costa, State of California.

PARCEL TWO:

All that portion of State Tide Land Survey No. 1, as designated in that certain patent, recorded September 27, 1864, Book 1, Patents, Page 30, lying southerly of the south line of the Atchison, Topeka and Santa Fe Railway right of way and bounded on the west by the extension northerly of the east line of Lot 8, Block 26, as said lot and block are shown on Map of the Town of Antioch on file in the office of the County Recorder of the County of Contra Costa, State of California, and bounded on the east by the extension northerly of the center line of E Street, formerly Emerson Street, as said street is shown on said map of Antioch.

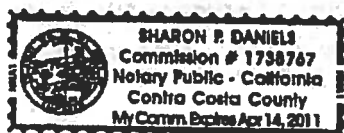
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James T. Kei, 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.



Sharon P. Daniels
Notary Public

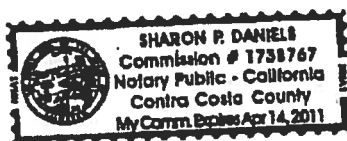
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James T. Kei, 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.



Sharon P. Daniels
Notary Public

CERTIFICATE OF ACCEPTANCE
(Pursuant to Government Code 27281)

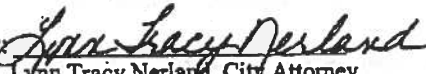
This is to certify that the interest in real property conveyed by the Grant Deed from the Antioch Development Agency, dated March 14, 2011 to the City of Antioch, a municipal corporation (the "City"), is hereby accepted on March 14, 2011, by the undersigned officer or agent on behalf of the City pursuant to authority conferred by resolution of the City Council adopted on March 8, 2011, and the City Council consents to the recordation of said document in the Office of the Recorder of Contra Costa, State of California.

Dated: March 14, 2011.

By:


James Jakel, City Manager

By:


Lynn Tracy Nerland, City Attorney

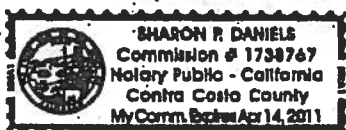
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James Jaker, 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.



Sharon P. Daniels
Notary Public

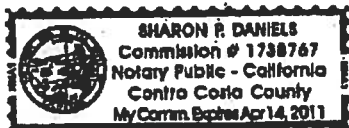
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared Lynn Tracy Weiland, 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.

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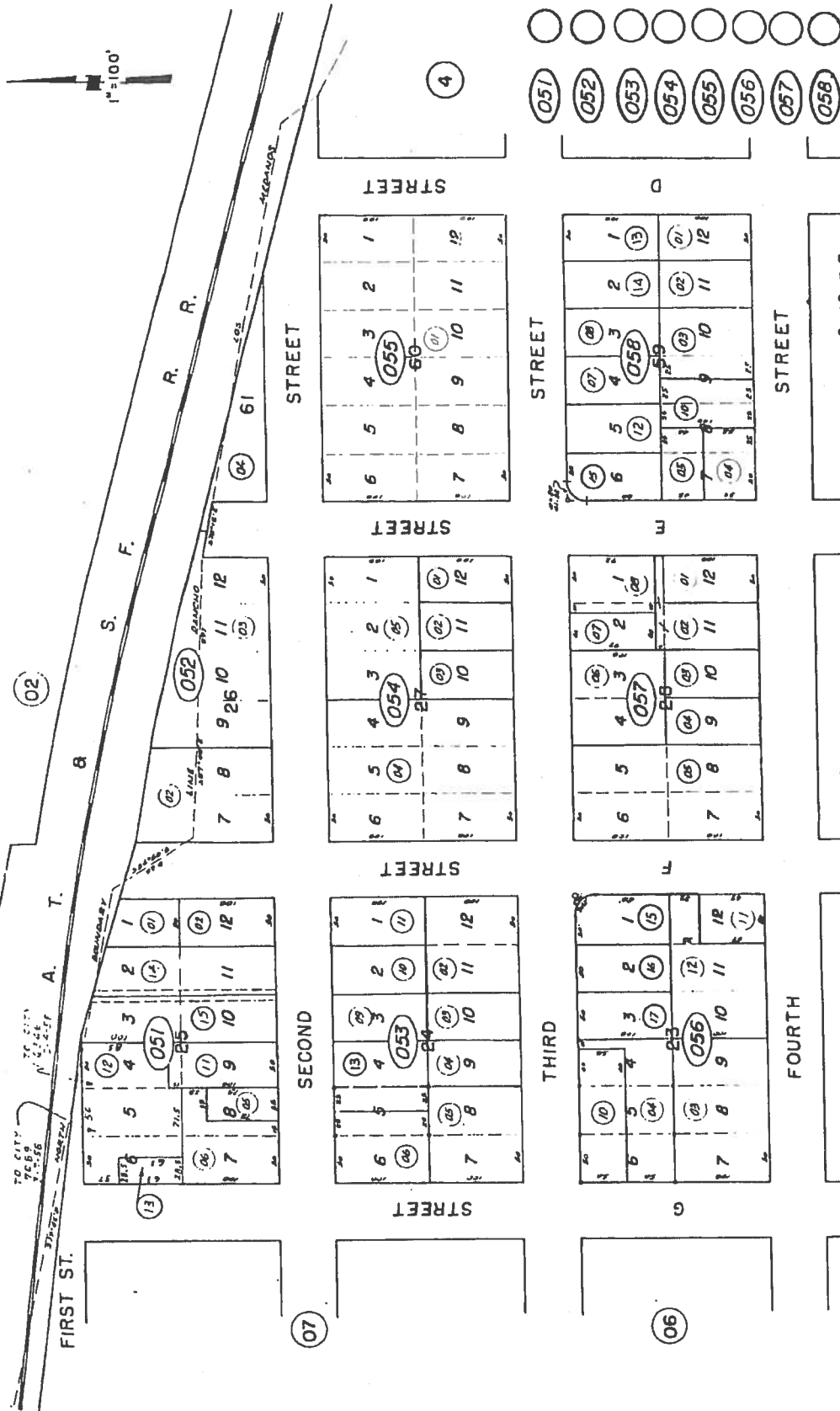


Sharon P. Daniels
Notary Public

END OF DOCUMENT

1096011953744.2

TOWN OF ANTIOCH
 POR. MARSH & TIDE LAND SURVEY NO. 1



ASSESSOR'S MAP
 BOOK 66 PAGE 05
 CONTRA COSTA COUNTY, CALIF.

3-15-85

(15)

(14)

Parcel Details

APN	066052003
Site Street Name	2ND
Site Street Suffix	STREET
Site City	ANTIOCH
Site Zip Code	94509
Supervisor District	5
Site Description	TOWN ANTIOCH LOTS 9-12 BLK 26 & TRS ADJ
Existing Land Use	government owned
Existing Land Use Category	Institutional
Assessed Land Value	266,909
Assessed Improvement Value	0
Personal Property	0
Property Statement Improvements	0
Lot Size	21,000
Deed Reference	14176 872
Transfer Date	2/18/1988
Public Sale Price	180,000
Total Assessed Value	266,909

Tax Rate Area Information

Tax Rate Area	01144
TRA Region	Antioch

Parcel Exemption Information

No results returned

Building Information

Year Built	0
Total Living Area	0
Pool	N

Notification Address Information

Owner Address	PO BOX 130
Owner City and State	ANTIOCH CA
Owner Zip Code	94509
Owner Zip Code Extension	0504

Property Detail

Contra Costa, CA GUS KRAMER, ASSESSOR

Parcel # (APN): **066-053-002-3**Use Description: **GOVERNMENT**

Parcel Status:

Owner Name: **ANTIOCH CITY OF**Mailing Address: **PO BOX 5007 ANTIOCH CA 94531-5007**Situs Address: **3RD ST ANTIOCH CA 94509**

Legal

Description: **TOWN OF ANTIOCH LOTS 11 & 12 BLK 24****ASSESSMENT**Total Value: **\$121,216**Use Code: **79**

Zoning:

Land Value: **\$119,208**Tax Rate Area: **001144**

Census Tract:

Impr Value: **\$2,008**Year Assd: **2011**

Improve Type:

Other Value:

Property Tax:

Price/SqFt:

% Improved **1%**

Delinquent Yr

Exempt Amt:

HO Exempt?: **N****SALES HISTORY**Sale 1Sale 2Sale 3TransferRecording Date: **03/19/1986****03/15/2011**Recorded Doc #: **12790-371****54790**

Recorded Doc Type:

Transfer Amount: **\$78,000**

Sale 1 Seller (Grantor):

1st Trst Dd Amt:

Code1:

2nd Trst Dd Amt:

Code2:

PROPERTY CHARACTERISTICSLot Acres: **0.229**

Year Built:

Fireplace:

Lot SqFt: **10,000**

Effective Yr:

A/C:

Bldg/Liv Area:

Heating:

Units:

Total Rooms:

Pool:

Buildings:

Bedrooms:

Stories:

Baths (Full):

Park Type:

Style:

Baths (Half):

Spaces:

Construct:

Site Inflnce:

Quality:

Garage SqFt:

Building Class:

Timber Preserve:

Condition:

Ag Preserve:

Other Rooms:

1. Preliminary Report - CA

CLTA Preliminary Report Form
(Rev. 11/06)

Order Number: 0714-3761834
Page Number: 1



First American Title

First American Title Company

191 Sand Creek Road, Suite 50
Brentwood, CA 94513

Escrow Officer: Stacey Barrack
Phone: (925)240-9901
Fax No.: (866)407-2081
E-Mail: sbarrack@firstam.com

E-Mail Loan Documents to: BrentwoodEDocs@firstam.com
Property: 3rd Street
Antioch, CA

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

First American Title

Dated as of May 17, 2011 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

To Be Determined

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

Antioch Development Agency, a public body corporate and politic, subject to item No. 7

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A fee as to Parcel(s) One, an easement as to Parcel(s) Two.

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2011-2012, a lien not yet due or payable.
2. General and special taxes and assessments for the fiscal year 2010-2011 are exempt.
3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
4. Covenants, Condition and Agreement Embodied in the Deed from Wells Fargo Bank to the City of Antioch, recorded April 22, 1958, Book 3152, Official Records, Page 170

(Affects Parcel Two)

5. The fact that the land lies within the boundaries of the Antioch Redevelopment Project Area No.1, as disclosed by the document recorded August 01, 1975 as Book 7581, Page 986 of Official Records.

Document(s) declaring modifications thereof recorded July 03, 2007 as Instrument No. 2007-0192911 of Official Records.

6. The terms and provisions contained in the document entitled "Grant Deed" recorded March 15, 2011 as Instrument No. 2011-0054790 of Official Records.

First American Title

Order Number: 0714-3761834

Page Number: 3

7. The effect of a deed dated March 14, 2011, executed by Antioch Development Agency, a public body corporate and politic, of the state of california, as Grantor, to City of Antioch, a municipal corporation, as Grantee, recorded March 15, 2011, as Instrument No. Instrument No. 2011-0054790 of Official Records.

The requirement that this office be furnished with evidence that the deed was an absolute conveyance for value, and that there are no other agreements, oral or written, regarding the ownership of the land described herein.

8. Rights of the public in and to that portion of the land lying within F Street.
9. Any easements and/or servitudes affecting easement parcel(s) Two herein described.
10. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/ACSM survey.
11. Rights of parties in possession.

Prior to the issuance of any policy of title insurance, the Company will require:

12. An ALTA/ACSM survey of recent date which complies with the current minimum standard detail requirements for ALTA/ACSM land title surveys.

First American Title

INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. According to the latest available equalized assessment roll in the office of the county tax assessor, there is located on the land a(n) Commercial Structure known as 3rd Street,, Antioch, California, .
2. According to the public records, there has been no conveyance of the land within a period of twenty four months prior to the date of this report, except as follows:

A document recorded March 15, 2011 as Instrument No. 2011-0054790 of Official Records.
From: Antioch Development agency, a public body, corporate and politic, of the State of California
To: City of Antioch, a municipal corporation
3. We find no open deeds of trust. Escrow please confirm before closing.

Order Number: 0714-3761834
Page Number: 5

LEGAL DESCRIPTION

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

PARCEL ONE :

LOTS 11 AND 12, BLOCK 24, TOWN OF ANTIOCH, AS PER MAPS THEREOF ON FILE IN THE OFFICE OF THE RECORDER OF THE COUNTY OF CONTRA COSTA.

EXCEPTING FROM SAID LOT 12 SUCH INTEREST THEREOF IN AND TO THAT PORTION OF "F" STREET ADJOINING SAID LOT ON THE EAST, AS CONVEYED TO THE CITY OF ANTIOCH BY DEED RECORDED APRIL 22, 1958, BOOK 3152, OFFICIAL RECORDS, PAGE 170

PARCEL TWO :

RIGHT OF WAY CREATED IN REFERENCE TO PARCEL ONE ABOVE IN THE DEED FROM WELLS FARGO BANK TO THE CITY OF ANTIOCH, RECORDED APRIL 22, 1958, BOOK 3152, OFFICIAL RECORDS, PAGE 170, AS FOLLOWS:

"NONEXCLUSIVE RIGHT OF WAY AND EASEMENT TO USE A PORTION OF THE LANDS HEREINABOVE CONVEYED FOR THE PASSAGE OF PEDESTRIANS, ANIMALS AND VEHICLE OF ALL KINDS FROM TIME TO TIME AND AT ANY AND ALL TIMES HEREAFTER TO AND FROM LOTS 11 AND 12 IN BLOCK 24, AS SAID LOTS AND BLOCK ARE SHOWN ON THE OFFICIAL MAP OF THE TOWN OF ANTIOCH, AND SECOND STREET OR THIRD STREET, OR BOTH STREETS, AS THE CASE MAY BE; PROVIDED THAT PASSAGE TO OR FROM SAID LOTS 11 AND 12 FROM OR TO THE LANDS HEREIN CONVEYED SHALL BE HAD HEREUNDER ONLY AT THAT PART OF THE COMMON BOUNDARY OF THE LANDS HEREIN CONVEYED AND SAID LOT 12 WHICH LIES NORTH OF A POINT WHICH IS TEN FEET SOUTH OF THE MOST NORTHEASTERLY CORNER OF SAID LOT 12, AS SHOWN ON SAID MAP; PROVIDED, FURTHER, THAT SECOND PARTY SHALL HAVE THE RIGHT TO PRESCRIBE OR DESIGNATE AND FROM TIME TO TIME ALTER AND AGAIN DESIGNATE, AS OFTEN AS IT DESIRES,
(I) THE PORTION OR PORTIONS OF THE LANDS HEREIN CONVEYED OVER WHICH SUCH RIGHTS SHALL BE EXERCISED AND ENJOYED,
(II) THAT VEHICULAR TRAFFIC PROCEED IN BUT ONE DIRECTION, AND
(III) THE DIRECTION IN WHICH THE SAME SHALL MOVE."

APN: 066-053-002-3

First American Title

Order Number: **0714-3761834**
Page Number: 6

WIRING INSTRUCTIONS

PAYABLE TO: FIRST AMERICAN TITLE COMPANY
BANK: First American Trust, FSB
ADDRESS: 5 First American Way, Santa Ana, CA 92707
ACCOUNT NO: 3004780000
ROUTING NUMBER: 122241255

PLEASE REFERENCE THE FOLLOWING:

CUSTOMER NAME:
FILE NUMBER: 0714-3761834 (SB)
ATTENTION: STACEY BARRACK

PLEASE USE THE ABOVE INFORMATION WHEN WIRING FUNDS TO **FIRST AMERICAN TITLE COMPANY. FUNDS MUST BE WIRED FROM A UNITED STATES BANK.** PLEASE NOTIFY **STACEY BARRACK** AT (925)240-9901 OR sbarrack@firstam.com WHEN YOU HAVE TRANSMITTED YOUR WIRE. FAX NUMBER: (866)407-2081

FIRST AMERICAN TRUST CONTACT INFO: Banking Services 1-877-600-9473

**ALL WIRES WILL BE RETURNED IF THE FILE NUMBER
AND/OR NAME(S) ARE NOT INCLUDED**

First American Title



Order Number: **0714-3761834**

Page Number: 8

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

NOTICE

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

If you have any questions about the effect of this new law, please contact your local First American Office for more details.

First American Title

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy; or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

**3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant, (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

**5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

First American Title

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy;
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy); or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
(i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
(ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
(iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
(a) to timely record the instrument of transfer; or
(b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance

- resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
 3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
 4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**10. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL
TITLE INSURANCE POLICY - 1987
EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

* land use	* land division
* improvements on the land	* environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
 - * a notice of exercising the right appears in the public records on the Policy Date
 - * the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.
3. Title Risks:
 - * that are created, allowed, or agreed to by you
 - * that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
 - * that result in no loss to you
 - * that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - * to any land outside the area specifically described and referred to in Item 3 of Schedule A, or
 - * in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

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11. EAGLE PROTECTION OWNER'S POLICY**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 2008
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 2008**

Covered Risks 16 (Subdivision Law Violation), 18 (Building Permit), 19 (Zoning) and 21 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building
 - b. zoning
 - c. land use
 - d. improvements on the land
 - e. land division
 - f. environmental protectionThis Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

12. THIRD GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (1/01/08)**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions, or location of any improvement erected on the Land; (iii) the subdivision of land; or (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

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- (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing business laws of the state where the Land is situated.
 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
 6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
 8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

13. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

14. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006
WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 13 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

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1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

15. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

16. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006
WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 15 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

First American Title



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Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

2. Exception_04_3152_170

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APR 22 1958

RESOLUTION NO. 1348-ARESOLUTION ACCEPTING DEED

WHEREAS, WELLS FARGO BANK, a corporation, has made executed a deed to the CITY OF ANTIOCH, County of Contra Costa, State of California, to certain real property in said City of Antioch;

NOW, THEREFORE, the City Council of the City of Antioch does hereby accept that certain deed dated February 28, 1958, from WELLS FARGO BANK, a corporation, to CITY OF ANTIOCH, a municipal corporation, granting to the City of Antioch that certain real property situate in the City of Antioch, County of Contra Costa, State of California, and particularly described as follows:

All that portion of P Street, as shown on the official Map of the Town of Antioch on file in the office of the Recorder of the County of Contra Costa, State of California, extending from the northerly line of Third Street to the southerly line of Second Street.

I HEREBY CERTIFY that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Antioch, Contra Costa County, California, at a regular meeting thereof, held on the 14th day of April, 1958, by the following vote, to wit:

AYES: Councilmen Lindley, Smith, Harrington & Mayer Reincke
 Abstained: Councilmen None
 ABSENT: Councilmen None

Jean Fashbaugh
 JEAN FASHBAUGH, City Clerk,
 City of Antioch, Contra Costa
 County, California.

(SEAL)

RECORDED AT REQUEST OF
 STURGIS, DEN RUIK, DOUGLASS & ANDERSON

APR 22 1958
 9:20
 CONTRA COSTA COUNTY RECORDS

W. T. PASCH

CITY CLERK

FILE 3 *off*

COPY

DEED 3152 PAGE 171
APR 22 1958

D E E D

THIS INDENTURE, made this 20th day of February, 1958, by and between WELLS FARGO BANK, a corporation organized and existing under the laws of the State of California, hereinafter called the First Party, and CITY OF ANTIOCH, a municipal corporation of the sixth class in the County of Contra Costa, State of California, hereinafter called the Second Party,

W I T N E S S E T H:

The First Party, for and in consideration of the sum of One Dollars (\$1.00) in lawful money of the United States of America to it in hand paid, the receipt whereof is hereby acknowledged, and also in consideration of the covenants and agreements hereinafter contained, does hereby and by these presents grant, bargain, sell, assign, convey and set over unto the Second Party, its successors and assigns forever, all of the right, title and interest of the First Party in and to the following described parcel of land situated in the City of Antioch, County of Contra Costa, State of California, to wit:

All that portion of F Street, as shown on the Official Map of the Town of Antioch on file in the office of the Recorder of the County of Contra Costa, State of California, extending from the northerly line of Third Street to the southerly line of Second Street,

for use as a public parking lot (at ground level) for off-street parking of motor vehicles.

SAVING AND EXCEPTING THEREFROM and reserving unto the First Party, its successors and assigns forever:

FIRST, the nonexclusive right of way and easement to use the whole of the lands herein conveyed for a roadway

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for pedestrians, animals and vehicles of all kinds if, at any time hereafter, the Second Party or its successors and assigns shall ever cease maintaining the lands herein conveyed as a public parking lot for off-street parking of motor vehicles, but subject, nevertheless, to the following condition, namely, that so long as Second Party, its successors and assigns, shall maintain the lands herein conveyed as a public parking lot or area for off-street parking of motor vehicles, the First Party, its successors and assigns, shall have no right under this paragraph to use the lands herein conveyed; if, however, the Second Party, its successors or assigns, shall ever cease maintaining the lands herein conveyed for a public parking lot or area for off-street parking of motor vehicles, the First Party, its successors or assigns, shall thereafter be entitled to use and exercise the easement and right of way hereinabove reserved;

SECOND, the nonexclusive right of way and easement to use a portion of the lands hereinabove conveyed for the passage of pedestrians, animals and vehicles of all kinds from time to time and at any and all times hereafter to and from Lots 11 and 12 in Block 24, as said lots and block are shown on the official map of the Town of Antioch, and Second Street or Third Street, or both streets, as the case may be; provided that passage to or from said Lots 11 and 12 from or to the lands herein conveyed shall be had hereunder only at that part of the common boundary of the lands herein conveyed and said Lot 12 which lies north of a point which is ten feet south of the most northeasterly corner of said Lot 12, as shown on said map; provided, further, that Second Party

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shall have the right to prescribe or designate and from time to time alter and again designate, as often as it desires,

(i) the portion or portions of the lands herein conveyed over which such rights shall be exercised and enjoyed,

(ii) that vehicular traffic proceed in but one direction, and (iii) the direction in which the same shall move; and

THIRD, an easement for unobstructed view, light and air over all portions of the lands herein conveyed above an elevation of thirty inches above the existing official grade of F Street; provided that this exception and reservation shall not preclude the parking of motor vehicles in customary manner on the lands herein conveyed.

The rights of way and easements herein reserved are, and each is, hereby expressly reserved for the benefit of, and as an appurtenance to, the following described real property owned by the First Party, to wit:

All of Lots 11 and 12 in Block 24 of the Town of Antioch, as shown on the Official Maps thereof on file in the office of the County Recorder of the County of Contra Costa, State of California,

and shall run to and with all estates, titles and interests in and to said lands of the First Party.

The foregoing conveyance is expressly made subject to the following covenants, conditions and agreements, which are intended for the benefit of the remaining lands of the First Party hereinabove referred to, namely, Lots 11 and 12 in Block 24 of the City of Antioch, and which covenants, conditions and agreements shall attach to and run with the lands herein conveyed and to and with all titles, interests and estates to or in the same, and which shall conclude and

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bind the Second Party, its successors and assigns, and every person owning, claiming, holding or occupying the lands herein conveyed or any part or portion thereof, and which covenants, conditions and agreements shall inure to the benefit of the First Party, and its successors in interest, in respect to said Lots 11 and 12 in Block 24 of the City of Antioch, now owned by the First Party, to wit:

FIRST, the Second Party shall not use or permit the lands herein conveyed to be used for any purpose or purposes whatsoever other than for a public parking lot or area at ground level for off-street parking of motor vehicles, or as a public street for vehicular, pedestrian and animal traffic, and for installation and maintenance of sewer, water, gas and oil pipe lines, electric light and power and telephone and telegraph lines.

SECOND, if the Second Party, its successors and assigns, shall at any time hereafter ever cease maintaining and using the lands herein conveyed as a public parking lot or area at ground level for off-street parking of motor vehicles, the Second Party, its successors or assigns, shall reopen, restore and re-establish the lands herein conveyed as a public street of the City of Antioch, and the rights and interests of Second Party created hereby in the lands hereinabove conveyed shall cease and terminate.

THIRD, if any of the foregoing covenants, conditions and agreements are declared invalid by a judgment or order of a court of competent jurisdiction, said judgment or order shall in no wise affect any other provision hereof, all of which shall remain in full force and effect.

3152 175

FOURTH, the Second Party has accepted and does hereby accept the foregoing conveyance upon and subject to the foregoing terms, conditions, covenants and agreements and in consideration thereof covenants and agrees for and on behalf of itself, its successors and assigns, to and with the First Party, its successors and assigns, as to all or any part or portion of the lands of the First Party hereinabove described, namely, Lots 11 and 12 in Block 24 of the City of Antioch, to comply with and abide by, and to well and truly observe, keep and perform, the covenants, conditions and agreements herein contained, and each and every thereof.

IN WITNESS WHEREOF, the First Party and the Second Party, by their officers thereunto duly authorized, have executed these presents in duplicate the day and year first above written.

WELLS FARGO BANK, a corporation

By [Signature]
its Vice President

By [Signature]
its Vice President

FIRST PARTY

CITY OF ANTIOCH, a municipal corporation

By [Signature]
Mayor

Attest:

[Signature]
City Clerk and Ex-Officio Clerk
of the City Council of the City
of Antioch

SECOND PARTY

USA 3152 PAGE 176

STATE OF CALIFORNIA

City and County of San Francisco } ss.

On this 28th day of February, 1958, before me, Alfred E. Louie, a Notary Public in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared John D. Haden and W. C. Kelly, known to me to be the President and Vice President, respectively, of WELLS FARGO BANK, a corporation, the corporation described in and that executed the within instrument, and also known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Alfred E. Louie
NOTARY PUBLIC
in and for the City and County of
San Francisco, State of California.

My Commission Expires May 25, 1960

STATE OF CALIFORNIA

County of Contra Costa } ss.

On this 14th day of April, 1958, before me, Louis H. Davidson, a Notary Public in and for the County of Contra Costa, State of California, residing therein, duly commissioned and sworn, personally appeared Robert D. Bums and Sam Hallough, known to me to be the Mayor and the City Clerk, and Ex-officio Clerk of the City Council of the City of Antioch, respectively, of the CITY OF ANTIOCH, a municipal corporation, the corporation described in and that executed the within instrument, and also known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Louis H. Davidson
NOTARY PUBLIC
in and for the County of Contra
Costa, State of California.

MY COMMISSION EXPIRES FEB. 8th 1962

3. Exception_05_7581_986

AUG - 1 1975 69311
RECORDED AT REQUEST OF
City of Antioch

AUG - 1 1975
AT 4:30 O'CLOCK P. M.
CONTRA COSTA COUNTY RECORDS
J. R. OLSSON
COUNTY RECORDER
FEE: 0.00

NOTICE

PLEASE TAKE NOTICE THAT THE CITY OF ANTIOCH AND THE ANTIOCH DEVELOPMENT AGENCY HAVE INSTITUTED PROCEEDINGS PURSUANT TO THE CALIFORNIA REDEVELOPMENT LAW (SECTION 33000 ET SEQ. OF THE HEALTH & SAFETY CODE) FOR THE REDEVELOPMENT OF THE ANTIOCH DEVELOPMENT AGENCY PROJECT AREA. SAID PROJECT AREA IS MORE PARTICULARLY DESCRIBED IN THE EXHIBIT MARKED EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE. :

ATTEST:

SEAL AFFIXED

Dorothy P. Marks
Dorothy P. Marks, Secretary
Antioch Development Agency

EXHIBIT "A"

PROJECT AREA
BOUNDARY DESCRIPTION

BOOK 7581 H 987

Beginning at the most northerly boundary corner of the City of Antioch; thence generally south along the West boundary to a point on the north line of State Highway 4 and its intersection with the east line of the Los Medanos Wasteway; thence southerly along said east line to the south line of Delta Fair Boulevard; thence easterly along said south line to the northwest corner of Parcel 74-123-04; thence southerly and easterly along the west and south boundaries of said parcel to the west line of Fairview Drive; thence southerly along said west line to the north line of Parcel 74-123-05; thence westerly along said north line to the north line of a 100 foot East Bay Municipal Utility District right-of-way; thence westerly along said north line to the east line of said Los Medanos Wasteway; thence southerly along said east line to the south line of Buchanan Road; thence easterly along said south line to the northwest corner of Parcel 75-010-07; thence southerly and easterly along south and west boundaries of said parcel to the center line of Somersville Road; thence southerly along said center line to a point on the southwest line of the Contra Costa Canal, said point being on the boundary of the City of Antioch; thence southerly, easterly, and northerly along said boundary to said southwest line of the Contra Costa Canal; thence northerly along said southwest line to the east line of Markley Creek; thence northeasterly along said east line to the west line of Parcel 76-030-068; thence southerly, easterly, and northerly along the west, south, and east boundary lines of said parcel to the east line of Markley Creek; thence northeasterly along said east line to the north line of Mahogany Way; thence westerly along said north line to the southwest corner of Parcel 74-370-008; thence northerly along the west line of said parcel to the south line of Sycamore Drive; thence easterly along said south line to the northeast corner of said Parcel 74-370-008; thence northerly across Sycamore Drive and along the east boundary of Parcel 74-370-004 to the south line of the Southern Pacific Railroad; thence easterly along the Southern Pacific Railroad to a point which is south of the southwest corner of Parcel 74-321-002; thence northwesterly along the south line of Fairview Terrace subdivision to the southeast corner of Parcel 74-180-003; thence along the southeast boundary of said parcel to the north line of West 18th Street; thence along said north line to the southeast corner of Parcel 74-171-002; thence along the west line of the Fairview Terrace subdivision to a point on the south line of Parcel 74-160-001; thence easterly along the north line of Parcel 74-160-008 and Parcel 74-334-027 to the northeast corner of said Parcel 74-334-027; thence north along the east line of Parcel 74-334-026 and Parcel 74-334-015 to the south line of 10th Street; thence easterly along the south line of 10th Street to the west line of Parcel 67-021-001; thence southerly and easterly along the boundary of said parcel and Parcel 67-021-002 and across "L" Street to the east line; thence south to the southwest corner of Parcel 67-022-002; thence easterly along the north line of Loma Lane to the east line of "H" Street; thence northerly to the northwest corner of Parcel 67-050-016; thence easterly to the east line of "G" Street; thence southerly to the southwest corner of Parcel 67-080-001; thence easterly and northerly along said boundary to the south line of 10th Street; thence westerly to a point which is south of the

3/19/75

BOOK 7581 PAGE 987 - A

southeast corner of Parcel 66-207-014; thence northerly along the east line of Parcels 66-207-014 and 66-207-008 to the south line of 9th Street; thence west to the east line of "G" Street; thence northerly to the northwest corner of Parcel 66-203-014; thence westerly to the west line of "H" Street; thence southerly to the southeast corner of Parcel 66-205-008; thence westerly to the southeast corner of Parcel 66-217-007; thence along the boundary of said parcel northerly and westerly to the west line of "L" Street; thence southerly to the north line of 10th Street; thence westerly to the west line of "O" Street; thence northerly along "O" Street to the northeast corner of Parcel 74-130-043; thence westerly 150 feet; thence northerly to the south line of 6th Street; thence east to the east line of "H" Street; thence north to the south line of 4th Street; thence east to the east line of "L" Street; thence north to the northwest corner of Parcel 66-103-008; thence easterly to the southwest corner of Parcel 66-092-012; thence southerly to the south line of 3rd Street; thence easterly to the northeast corner of Parcel 66-107-009; thence south to the south line of Fourth Street; thence east to the northeast corner of Parcel 66-133-010; thence south to the southeast corner thereof; thence easterly to the east line of "I" Street to the west line of Parcel 66-141-006; thence southerly, easterly, and northerly along the west, south, and east boundary of said parcel to the northwest corner of parcel 66-141-005; thence easterly to the west line of "H" Street; thence southerly to the south line of 6th Street; thence easterly to the east line of "F" Street; thence northerly to the south line of 4th Street; thence easterly to the northeast corner of Parcel 66-144-009; thence northerly to the northwest corner of Parcel 66-057-004; thence easterly and along the north lines of Parcels 66-057-004, 66-057-003, 66-057-002, and 66-057-001 to the east line of "E" Street; thence northerly to the south line of 3rd Street; thence east to the west line of "C" Street; thence southerly to the south line of 4th Street; thence easterly to the west line of "B" Street; thence southerly to the south line of 6th Street; thence easterly to the northeast corner of Parcel 66-161-013; thence southerly to the north line of 8th Street; thence westerly to the southwest corner of Parcel 66-163-003; thence southerly to the north line of 9th Street; thence westerly to the west line of "B" Street; thence southerly to the north line of 10th Street; thence westerly to the southwest corner of Parcel 66-189-003; thence southerly and easterly along the boundary of Parcel 67-092-001, to the northeast corner of Parcel 67-092-003; thence southerly to the southeast corner of Parcel 67-093-016; thence westerly, southerly, and easterly along the north, west, and south boundary lines of Parcel 67-093-019 to the northwest corner of Parcel 67-102-067; thence southerly to the southwest corner of Parcel 67-102-052; thence easterly to the northeast corner of Parcel 67-102-007; thence southerly to the south side of 15th Street; thence easterly to the northeast corner of Parcel 67-103-026; thence southerly to the southeast corner thereof; thence southerly, easterly, southerly, and westerly along the eastern boundary lines of Parcel 67-103-017 to the northwest corner of Parcel 67-103-018; thence southerly to the south line of 17th Street; thence west and south along the boundary of Parcel 67-243-030 to the southwest corner thereof; thence westerly to the northwest corner of Parcel 67-243-006; thence southerly to the south line of 18th Street; thence westerly to the northwest corner of Parcel 67-246-008; thence southerly to the southwest corner thereof; thence westerly to the northeast corner of Parcel 67-262-002; thence southerly

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to the north line of 19th Street; thence westerly to the southwest corner of Parcel 67-251-004; thence northerly to the northwest corner thereof; thence westerly to the east line of "G" Street; thence southerly to the north line of 20th Street; thence easterly to the east line of "C" Street; thence northerly to the northwest corner of Parcel 67-263-004; thence easterly to the northeast corner of Parcel 67-263-001; thence southerly to the northwest corner of Parcel 67-251-010; thence easterly to the northeast corner of Parcel 67-251-009; thence southerly to the south line of 20th Street; thence easterly to the northeast corner of Parcel 67-252-007; thence southerly to the southeast corner thereof; thence westerly to the southwest corner of Parcel 67-252-001; thence northerly to the southeast corner of Parcel 67-266-007; thence westerly to the east line of "C" Street; thence north to the south line of 20th Street; thence westerly to the east line of "D" Street; thence southerly to the south line of Parcel 67-277-002; thence southeast to the northeast corner of Parcel 67-274-005; thence southerly to the south line of West Madison Street; thence easterly to the northwest corner of Parcel 67-275-023; thence southerly to the south line of Rossi Avenue; thence west, south, and east along the boundary line of Parcel 67-282-029 to the northwest corner of Parcel 67-282-026; thence southerly to the south line of Texas Street; thence easterly to the west line of "A" Street; thence southerly to the north line of Drake Street; thence easterly to the southeast corner of Parcel 68-142-019; thence westerly and northerly along the boundary of subdivision Sunset Gardens to the south line of Brian Ave; thence easterly to the point south of the southeast corner of Parcel 68-132-036; thence northerly to the northeast corner of said parcel; thence easterly, northerly, and westerly along the boundary of Parcel 68-132-033 to the southeast corner of Parcel 68-132-037; thence northerly to the northeast corner of Parcel 68-131-037; thence easterly and northerly along the south and east boundary of Parcel 68-131-031, to the south line of Southern Pacific Railroad; thence along said south line northwesterly to the east line of "A" Street; thence northerly to the south line of 19th Street; thence easterly to the point which is south of the southeast corner of Parcel 68-011-034; thence northerly along the east boundary lines of Parcels 68-011-034 and 68-011-001 to the south line of E. 18th Street; thence easterly to the west line of Evergreen Avenue; thence southerly to the point which is west of the southwest corner of Parcel 68-017-010; thence easterly to the southeast corner thereof; thence northerly to the south west corner of Parcel 68-041-002; thence easterly to the east line of Hickmick Lane; thence northerly to the southwest corner of Parcel 68-041-011; thence easterly to the southeast corner of said parcel; thence southerly to the southwest corner of Parcel 68-041-013; thence easterly to the east line of Alpha Way; thence southerly to the southwest corner of Parcel 68-042-023; thence easterly to the southeast corner thereof; thence southerly to the southwest corner of Parcel 68-042-003; thence easterly to the east line of Crestwood Drive; thence northerly to the northwest corner of Parcel 68-043-011; thence easterly to the southeast corner of Parcel 68-046-034; thence northerly and easterly along the west and north boundary lines of Parcel 68-046-003 to the east line of Cavallo Road; thence north to the southwest corner of Parcel 68-051-019; thence easterly to the southeast corner of Parcel 68-051-019; thence southerly to the southwest corner of Parcel 68-051-042; thence easterly to the southwest corner of Parcel 68-051-024; thence northerly to the northwest

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corner of Parcel 68-051-037; thence easterly to the east line of Siglow Drive; thence northerly to the north line of E. 18th Street; thence easterly to the west line of Hillcrest Avenue; thence southerly along the west line of Hillcrest Avenue to a point which is west of the south west corner of Parcel 51-272-035; thence easterly and northerly along the south and east boundary of said parcel to the south line of E. 18th Street; thence easterly to the northeast corner of Parcel 51-272-006; thence southerly to the southeast corner of Parcel 51-242-005; thence westerly to the east line of Hillcrest Avenue, said line being the Antioch City Limits; thence along said Antioch City Limits line southerly, easterly, northerly, and westerly to the southeast corner of Parcel 51-263-019; thence westerly to the southwest corner of Parcel 51-265-035; thence westerly along the south lines of Parcels 51-120-022 and 51-120-023 to the southeast corner of Parcel 51-120-015; thence westerly to the east line of Hillcrest Avenue; thence northerly to a point which is east of the northeast corner of Parcel 65-262-024; thence westerly to the southeast corner of Parcel 65-262-027; thence westerly along the south line of Lake Alhambra subdivision to the southeast corner of Parcel 65-235-019; thence northerly to the south line of South Lake Drive; thence westerly to the west line of Alhambra Drive; thence southerly to the northeast corner of Parcel 65-142-023; thence along the boundary of said parcel westerly to the east line of Amber Drive; thence northerly to a point which is east of the southeast corner of Parcel 65-143-013; thence westerly to the southwest corner of Parcel 65-143-007; thence northerly to the north line of Amber Drive; thence westerly to the east line of Cavallo Road; thence northerly to a point which is east of the northeast corner of Parcel 65-151-037; thence westerly to the northwest corner thereof; thence southerly to the northeast corner of Parcel 65-151-002; thence westerly to the west line of Moia Avenue; thence southerly to the northeast corner of Parcel 65-152-043; thence westerly to the west line of Wisner Drive; thence northerly to the northeast corner of Parcel 65-152-027; thence westerly and southerly along the north and west lines of said parcel to the northeast corner of Parcel 65-161-001; thence westerly to the west line of Marie Avenue; thence northerly to the southeast corner of Parcel 65-164-012; thence westerly, northerly, and westerly along the boundary of Parcel 65-164-023 to the northwest corner thereof; thence northerly to the south line of East 16th Street; thence westerly to the northeast corner of Parcel 65-172-022; thence southerly to the southeast corner thereof; thence westerly to the north west corner of Parcel 65-172-027; thence southerly to the southeast corner of Parcel 65-172-007; thence westerly along the boundary lines of Parcels 65-172-024, 65-172-025, and 65-172-020 to the northwest corner of Parcel 65-172-028; thence northerly to the southeast corner of Parcel 65-183-009; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-007; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-006; thence westerly to the southwest corner of Parcel 65-183-004; thence northerly to the north line of East 16th Street; thence westerly to the southwest corner of Parcel 65-182-030; thence northerly to the northwest corner thereof; thence easterly to the southeast corner of Parcel 65-182-027; thence northerly to the northwest corner of Parcel 65-181-020; thence easterly to the southeast corner of Parcel 65-181-014; thence northerly and westerly along the east and north line of said parcel to the east line of "A" Street; thence northerly to the northwest corner of Parcel 65-181-018; thence westerly to the southeast

3/19/73

(4)

BOOK 7581 pg 989

corner of Parcel 65-075-002; thence northerly to the north line of E. 13th Street; thence easterly to the southeast corner of Parcel 65-071-009; thence northerly to the southeast corner of Parcel 65-064-005; thence westerly to "A" Street; thence northerly to the southwest corner of Parcel 65-061-002; thence easterly to the southeast corner thereof; thence northerly to the north line of Wilbur Avenue; thence easterly to the southeast corner of Parcel 66-164-007; thence northerly to the point on the south line of Parcel 66-164-010; thence westerly to the southwest corner of Parcel 66-164-013; thence northerly to the north line of 7th Street; thence easterly to the southeast corner of Parcel 66-162-008; thence northerly to a point on the south line of Parcel 66-162-011; thence easterly and northerly along the southerly and easterly boundaries of said parcel to the south line of 6th Street; thence northerly to the southeast corner of Parcel 66-032-018; thence northerly to the northeast corner thereof; thence easterly to the east line of the roadway described in Book 27 of Deeds at Page 475; thence southerly along the east line thereof to the northwest corner of Parcel 65-050-026; thence easterly to the northeast corner of Parcel 65-050-013; thence north, east, and south along the boundary of Parcel 65-050-006 to the northwest line of Parcel 65-050-005; thence easterly along the northerly and easterly property lines of Parcels 65-050-005, and 65-050-029, to the northeast corner of Parcel 65-050-029; thence southerly to the northerly most point of Parcel 65-050-017; thence southeasterly along the eastern boundary of said Parcel 65-050-017 to the north line of Wilbur Avenue; thence easterly along the north line of Wilbur Avenue to a point which is north of the west line of Marie Avenue; thence south to the south line of Wilbur Avenue, thence east to the northeast corner of Parcel 65-101-014; thence southerly to the northwest corner of Parcel 65-101-015; thence easterly to the northeast corner of Parcel 65-110-012, said corner being on the Antioch City Limits; thence along northerly, and westerly along said City of Antioch boundary to the point of beginning.

* * * * *

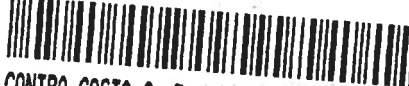
END OF DOCUMENT

4. Exception_05a_20070192911

6

**RECORDED AT REQUEST OF
AND FOR THE BENEFIT OF:
CITY OF ANTIOCH**

**WHEN RECORDED MAIL TO:
L. Jolene Martin
City Clerk
P.O. Box 5007
Antioch, CA 94531-5007**


CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2007-0192911-00
Check Number
Tuesday, JUL 03, 2007 14:32:00
FRE \$0.00!!
Ttl Pd \$0.00
Nbr-0003770708
lee/R5/1-6

**REVISED NOTICE OF ADOPTION OF THE
REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT AREA NO. 1**

Recording Requested by
and When Recorded Return to:

L. Jolene Martin, City Clerk
City of Antioch
P.O. Box 5007
Antioch, Ca 94531-5007

Exempt from recording fees pursuant to
Government Code Section 27383

**ALL PROPERTY TO WHICH THIS NOTICE PERTAINS
IS LOCATED WITHIN THE ANTIOCH REDEVELOPMENT PROJECT AREA NO. 1**

**REVISED NOTICE OF ADOPTION OF THE
REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT AREA NO. 1**

NOTICE IS HEREBY GIVEN, in compliance with Section 33373(c) of the California Health and Safety Code which became effective January 1, 2007, that the City Council of the City of Antioch, California ("City Council") adopted Ordinance No. 290 C.S. on July 15, 1975, as amended, approving and adopting the Redevelopment Plan for the Antioch Project Area No. 1 (the "Redevelopment Plan"). The Antioch Development Agency ("Agency") is vested with the responsibility to carry out the Redevelopment Plan.

A legal description of the boundaries of Project Area No. 1 is attached hereto as Exhibit A and incorporated herein by reference and a copy of the Redevelopment Plan may be obtained from the Agency.

Proceedings for the redevelopment of Project Area No. 1, as contemplated by the Redevelopment Plan have been instituted under the California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*).

AGENCY'S EMINENT DOMAIN AUTHORITY. Sections 104, 105 and 701 of the Redevelopment Plan provides as follows:

When the Agency exercises its power of eminent domain, it shall be exercised within the following limitations:

The Redevelopment Plan may be amended by means of the procedures established in Section 33354.6 and/or Sections 33450-33458 of the Community Redevelopment Law or by any other procedure hereafter established by law; however, the Redevelopment Plan may not be

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amended to provide for the acquisition by eminent domain on any property zoned for residential uses as of the date the ordinance adopting the third amendment to the Plan becomes effective.

It is in the public interest and is necessary in order to eliminate the conditions requiring redevelopment and in order to execute this Plan for the power of eminent domain to be employed by the Agency to acquire real property in the Project Area which cannot be acquired by gift, devise, exchange, purchase, or any other lawful method. Eminent Domain proceedings, if used, must be commenced within twelve (12) years from the date the ordinance adopting the third amendment to the Plan becomes effective (or by October 26, 2011). This time limit for commencement of eminent domain proceedings may be extended only by amendment of the Plan.

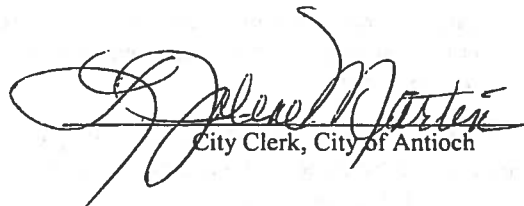
The Agency shall not acquire by eminent domain real property zoned for residential uses as of the date the ordinance adopting the third amendment to the Plan becomes effective.

It is the policy of the Agency to encourage the participation of property owners and businesses within the Project Area. Accordingly, the Agency has adopted Rules Governing Participation by, and the Extension of Reasonable Preferences to, Property Owners and Tenants in Project Area No. 1, which extend reasonable preferences to property owners and tenants in the Project Area, to participate in the redevelopment of the Project Area. The power of eminent domain shall not be exercised except in compliance with the rules and procedures set forth therein, as amended from time to time.

Generally, personal property shall not be acquired. However, where necessary in the execution of the Redevelopment Plan, the Agency is authorized to acquire personal property in the Project Area by any lawful means.

Filed for recordation with the County Recorder of Contra Costa County by order of the City Council of the City of Antioch, California.

Dated: June 21, 2007.


City Clerk, City of Antioch

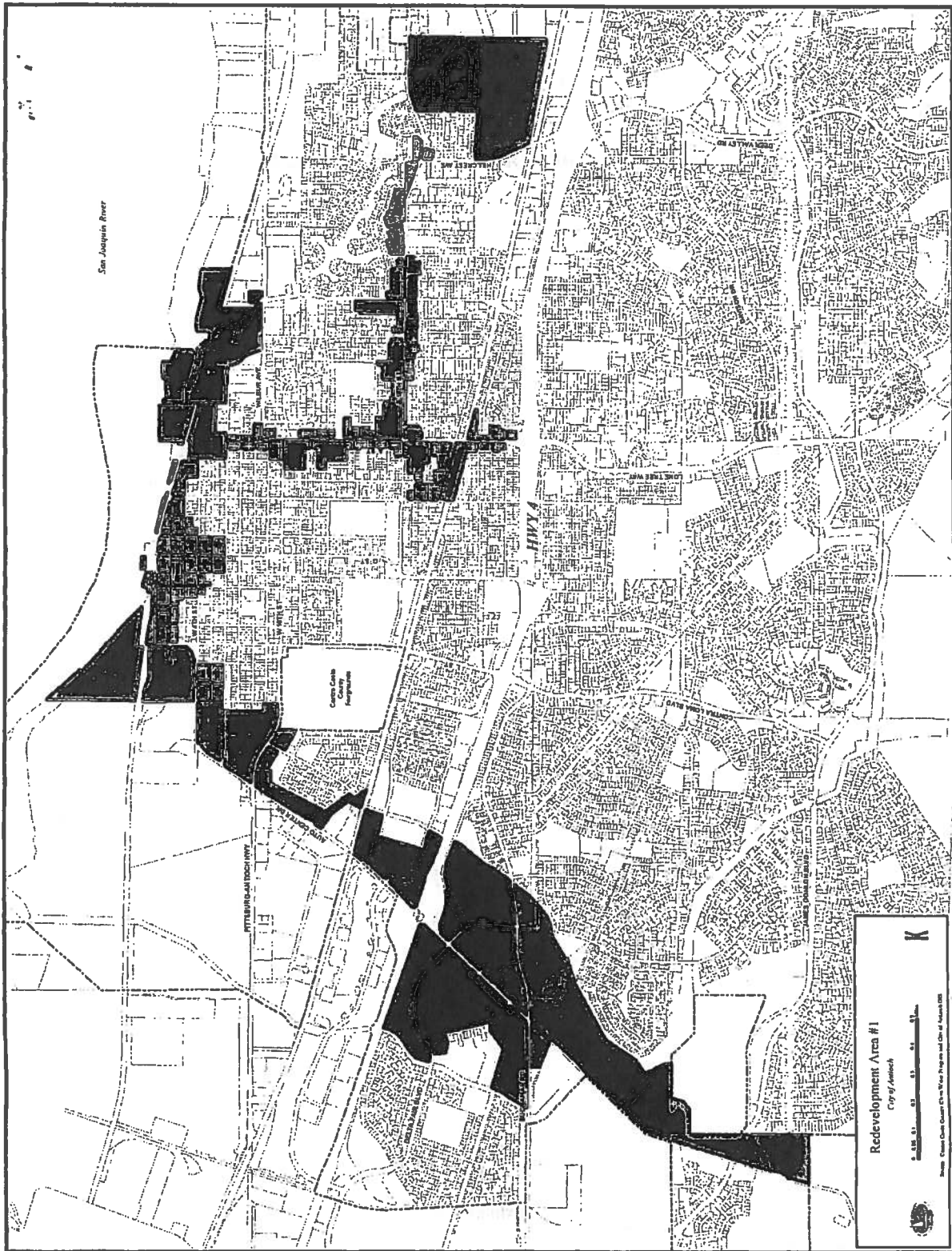
Attachment: Legal Description

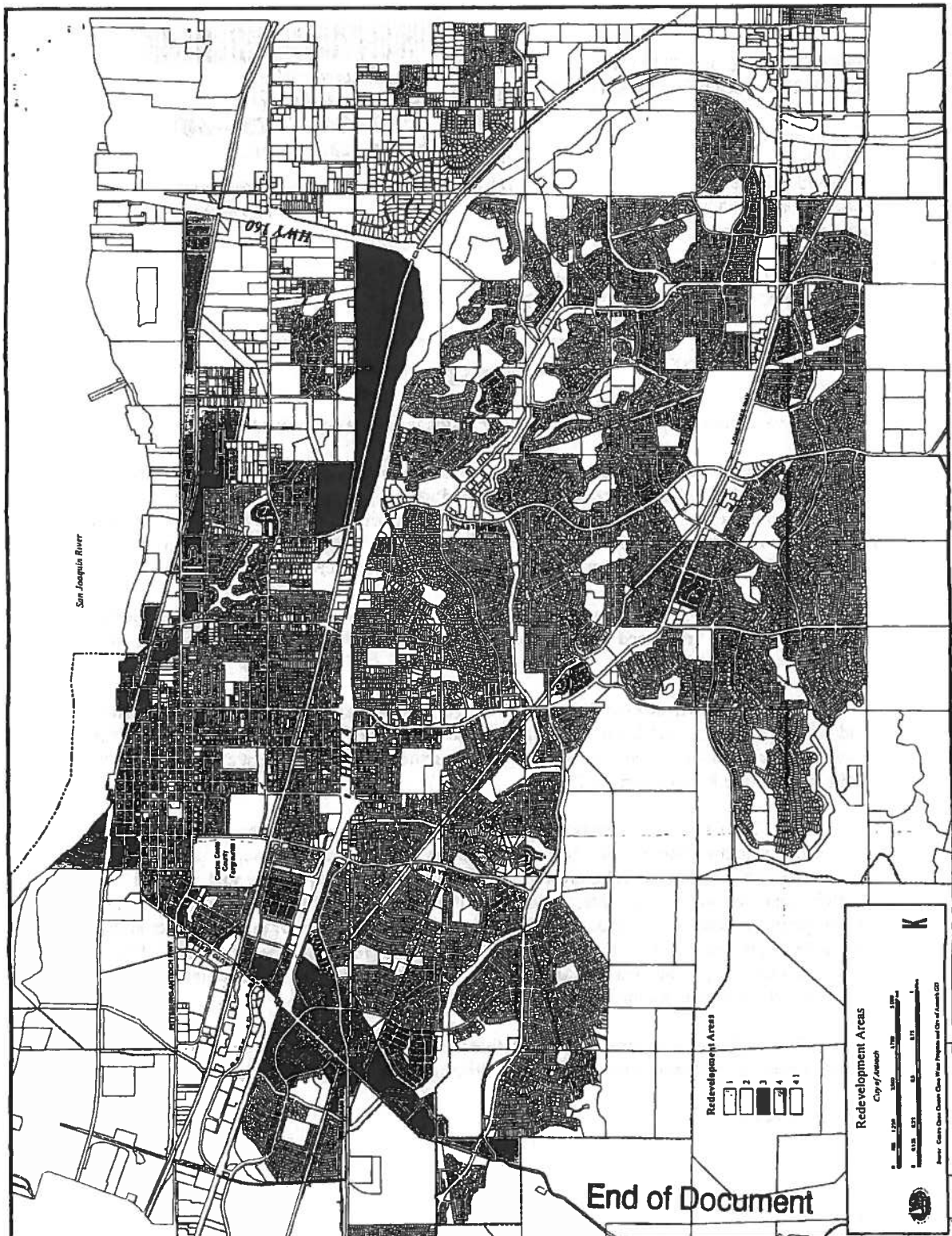
EXHIBIT A

LEGAL DESCRIPTION OF PROJECT AREA NO. 1

Exhibit A

1017001v1 21132/0001





5. Exception_06_20110054790

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Antioch
City Hall
Third and H Streets
Antioch, California 94509
Attn: City Attorney

8



CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2011-0054790-00
Tuesday, MAR 15, 2011 10:21:33
FRE \$0.00
Ttl Pd \$0.00 Nbr-0000865045
lrc/R9/1-8

NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE SECTION 27383

066-053-002-3

GRANT DEED

For valuable consideration, the receipt of which is hereby acknowledged,

The Antioch Development Agency, a public body, corporate and politic, of the State of California (the "Grantor"), acting to carry out redevelopment purposes pursuant to the Community Redevelopment Law of the State of California, hereby grants to the City of Antioch, a municipal corporation (the "Grantee"), the real property (the "Property") described in Attachment No. 1 attached hereto and incorporated in this Grant Deed by this reference.

1. The Property is located within the Antioch Community Redevelopment Project Area, (the "Project Area") and is subject to the Antioch Community Redevelopment Plan (the "Redevelopment Plan").

2. In accordance with the terms of the Conveyance Agreement between the Grantor and Grantee dated as of March 9, 2011 (the "Agreement"), the Grantee hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the Property in furtherance of the Redevelopment Plan.

3. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, 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 Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

In Deeds:

109601953744.2

“(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, establish or permit any 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”

In Leases:

“(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee or any person claiming under or through the lessee, 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.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”

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“(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor

shall the transferee or any person claiming under or through the transferee 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 of the land.

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4. The covenant contained in Section 2 regarding the use of the Property shall remain in effect until the expiration of the effectiveness of the Redevelopment Plan. The covenants contained in Section 3 regarding non-discrimination shall remain in effect in perpetuity.

5. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, and any successor in interest to the Property 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. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties 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 property 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.

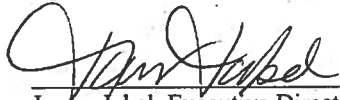
6. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the rights to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

7. This Grant Deed may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

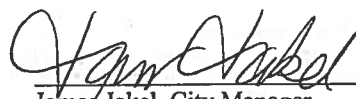
IN WITNESS WHEREOF, the parties hereto have executed this Grant Deed as of this 14th day of March 2011.

GRANTOR:

ANTIOCH DEVELOPMENT AGENCY, a public
body, corporate and politic

By: 
James Jakel, Executive Director

CITY OF ANTIOCH, a municipal corporation

By: 
James Jakel, City Manager

ATTACHMENT NO. 1
PROPERTY DESCRIPTION

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

PARCEL ONE

Lots 11 and 12, Block 24, Town of Antioch, as per maps thereof on file in the office of the Recorder of the County of Contra Costa.

EXCEPTING from said Lot 12 such interest thereof in and to that portion of "F" street adjoining said Lot on the east, as conveyed to the City of Antioch by deed recorded April 22, 1958, Book 3152, Official Records, page 170

PARCEL TWO

Right of way created in reference to Parcel One above in the deed from Wells Fargo Bank to the City of Antioch, recorded April 22, 1958, Book 3152, Official Records, page 170, as follows:

"Nonexclusive right of way and easement to use a portion of the lands hereinabove conveyed for the passage of pedestrians, animals and vehicles of all kinds from time to time and at any and all times hereafter to and from Lots 11 and 12 in Block 24, as said lots and block are shown on the official map of the Town of Antioch, and Second Street or Third Street, or both streets, as the case may be; provided that passage to or from said Lots 11 and 12 from or to the lands herein conveyed shall be had hereunder only at that part of the common boundary of the lands herein conveyed and said Lot 12 which lies north of a point which is ten feet south of the most northeasterly corner of said Lot 12, as shown on said map; provided, further, that Second Party shall have the right to prescribe or designate and from time to time alter and again designate, as often as it desires,
(i) the portion or portions of the lands herein conveyed over which such rights shall be exercised and enjoyed,
(ii) that vehicular traffic proceed in but one direction, and
(iii) the direction in which the same shall move."

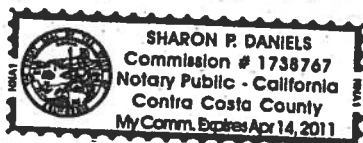
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James Jaker, 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.



Sharon P. Daniels
Notary Public

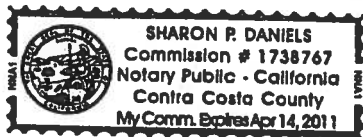
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WITNESS my hand and official seal.

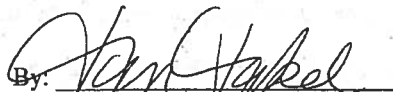


Sharon P. Daniels
Notary Public

CERTIFICATE OF ACCEPTANCE
(Pursuant to Government Code 27281)

This is to certify that the interest in real property conveyed by the Grant Deed from the Antioch Development Agency, dated March 14, 2011 to the City of Antioch, a municipal corporation (the "City"), is hereby accepted on March 14, 2011, by the undersigned officer or agent on behalf of the City pursuant to authority conferred by resolution of the City Council adopted on March 8, 2011, and the City Council consents to the recordation of said document in the Office of the Recorder of Contra Costa, State of California.

Dated: March 14, 2011

By: 
James Jakel, City Manager

By: 
Lynn Tracy Nerland, City Attorney

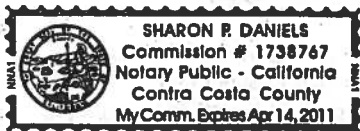
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COUNTY OF CONTRA COSTA)

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WITNESS my hand and official seal.



Sharon P. Daniels
Notary Public

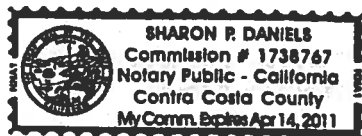
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels Notary Public, personally appeared Lynn Tracy Newland, 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.

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WITNESS my hand and official seal.



Sharon P. Daniels
Notary Public

END OF DOCUMENT

6. Exception_07_20110054790

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Antioch
City Hall
Third and H Streets
Antioch, California 94509
Attn: City Attorney

8



CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2011-0054790-00
Tuesday, MAR 15, 2011 10:21:33
FRE \$0.00:
Ttl Pd \$0.00 Nbr-0000865045
1rc/R9/1-8

NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE SECTION 27383

046-053-002-3

GRANT DEED

For valuable consideration, the receipt of which is hereby acknowledged,

The Antioch Development Agency, a public body, corporate and politic, of the State of California (the "Grantor"), acting to carry out redevelopment purposes pursuant to the Community Redevelopment Law of the State of California, hereby grants to the City of Antioch, a municipal corporation (the "Grantee"), the real property (the "Property") described in Attachment No. 1 attached hereto and incorporated in this Grant Deed by this reference.

1. The Property is located within the Antioch Community Redevelopment Project Area, (the "Project Area") and is subject to the Antioch Community Redevelopment Plan (the "Redevelopment Plan").

2. In accordance with the terms of the Conveyance Agreement between the Grantor and Grantee dated as of March 9, 2011 (the "Agreement"), the Grantee hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the Property in furtherance of the Redevelopment Plan.

3. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, 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 Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

In Deeds:

109601\953744.2

“(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, establish or permit any 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”

In Leases:

“(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee or any person claiming under or through the lessee, 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.

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5. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, and any successor in interest to the Property 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. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties 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 property 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.

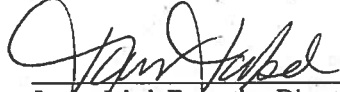
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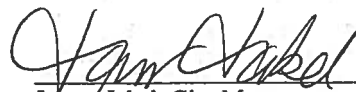
IN WITNESS WHEREOF, the parties hereto have executed this Grant Deed as of this 14th day of March 2011.

GRANTOR:

ANTIOCH DEVELOPMENT AGENCY, a public
body, corporate and politic

By: 
James Jakel, Executive Director

CITY OF ANTIOCH, a municipal corporation

By: 
James Jakel, City Manager

ATTACHMENT NO. 1
PROPERTY DESCRIPTION

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EXCEPTING from said Lot 12 such interest thereof in and to that portion of "F" street adjoining said Lot on the east, as conveyed to the City of Antioch by deed recorded April 22, 1958, Book 3152, Official Records, page 170

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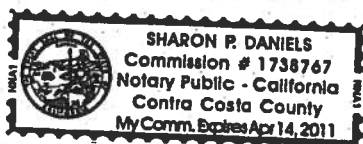
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James Jake, 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.



Sharon P. Daniels
Notary Public

STATE OF CALIFORNIA)

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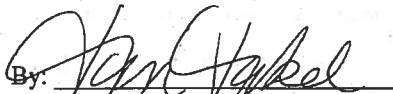


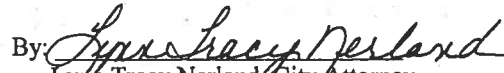
Sharon P. Daniels
Notary Public

CERTIFICATE OF ACCEPTANCE
(Pursuant to Government Code 27281)

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Dated: March 14, 2011

By: 
James Jakel, City Manager

By: 
Lynn Tracy Nerland, City Attorney

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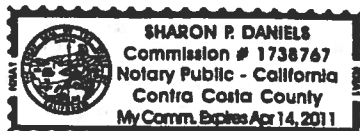
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WITNESS my hand and official seal.



Sharon P. Daniels
Notary Public

END OF DOCUMENT

Property Detail

Contra Costa, CA GUS KRAMER, ASSESSOR

Parcel # (APN): **066-061-009-8**Use Description: **GOVERNMENT**

Parcel Status:

Owner Name: **ANTIOCH CITY OF**Mailing Address: **PO BOX 5007 ANTIOCH CA 94509-5007**Situation Address: **I ST ANTIOCH CA 94509**

Legal

Description: **PCL MAP 126 PG 25 PCL B****ASSESSMENT**Total Value: **\$124,311**Use Code: **79**

Zoning:

Land Value: **\$124,311**Tax Rate Area: **001144**

Census Tract:

Impr Value:

Year Assd: **2011**

Improve Type:

Other Value:

Property Tax:

Price/SqFt:

% Improved

Delinquent Yr

Exempt Amt:

HO Exempt?: **N****SALES HISTORY**

	<u>Sale 1</u>	<u>Sale 2</u>	<u>Sale 3</u>	<u>Transfer</u>
Recording Date:	03/15/2011	05/06/1983		03/15/2011
Recorded Doc #:	54789	11240-869		54789
Recorded Doc Type:				
Transfer Amount:				
Sale 1 Seller (Grantor):				
1st Trst Dd Amt:		Code1:	2nd Trst Dd Amt:	Code2:

PROPERTY CHARACTERISTICSLot Acres: **0.392**

Year Built:

Fireplace:

Lot SqFt: **17,076**

Effective Yr:

A/C:

Bldg/Liv Area:

Heating:

Units:

Total Rooms:

Pool:

Buildings:

Bedrooms:

Stories:

Baths (Full):

Park Type:

Style:

Baths (Half):

Spaces:

Construct:

Site Inflnce:

Quality:

Garage SqFt:

Building Class:

Timber Preserve:

Condition:

Ag Preserve:

Other Rooms:

1. Preliminary Report - CA

CLTA Preliminary Report Form

(Rev. 11/06)

Order Number: 0714-3761822

Page Number: 1

*First American Title***First American Title Company****191 Sand Creek Road, Suite 50
Brentwood, CA 94513**

Escrow Officer: Stacey Barrack
Phone: (925)240-9901
Fax No.: (866)407-2081
E-Mail: sbarrack@firstam.com

E-Mail Loan Documents to: BrentwoodEDocs@firstam.com
Property: I Street
Antioch, CA

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

First American Title

Dated as of May 17, 2011 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

ALTA Standard Owner's Policy 2006 (WRE 6-17-06)

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

CITY OF ANTIOCH, A MUNICIPAL CORPORATION

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A FEE.

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2011-2012, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. The fact that the land lies within the boundaries of the ANTIOCH Redevelopment Project Area No.1, as disclosed by the document recorded AUGUST 1, 1975 as INSTRUMENT NO. 75-69311 IN BOOK 7581, PAGE 986 of Official Records.

Document(s) declaring modifications thereof recorded NOVEMBER 1, 1999 as INSTRUMENT NO. 1999-289937 OF OFFICIAL RECORDS .

Document(s) declaring modifications thereof recorded JULY 3, 2007 as INSTRUMENT NO. 2007-192911 OF OFFICIAL RECORDS .
4. The terms and provisions contained in the document entitled "ACQUISITION AND DEVELOPMENT AGREEMENT" recorded APRIL 27, 1983 as INSTRUMENT NO. 83-52080 of Official Records.
5. Easements, Covenants and Conditions contained in the deed from THE ANTIOCH DEVELOPMENT AGENCY, A PUBLIC BODY, CORPORATE AND POLITIC, OF THE STATE OF CALIFORNIA, as Grantor, to CITY OF ANTIOCH, A MUNICIPAL CORPORATION, as Grantee, recorded MARCH 15, 2011 as Instrument No. 2011-0054789-00 of Official Records. Reference being made to the document for full

First American Title

Order Number: **0714-3761822**

Page Number: 3

particulars, but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, to the extent such covenants, conditions or restrictions violate 42 U.S.C. §3604(c) or applicable state law. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

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INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. General and special taxes and assessments for the fiscal year 2010.

First Installment:	\$0.00, NOTAXDUE
Penalty:	\$0.00
Second Installment:	\$0.00, NOTAXDUE
Penalty:	\$0.00
Tax Rate Area:	01-144
A. P. No.:	066-061-009

2. The property covered by this report is vacant land.

3. According to the public records, there has been no conveyance of the land within a period of twenty four months prior to the date of this report, except as follows:

A document recorded MARCH 15, 2011 as INSTRUMENT NO. 2011-0054789-00 OF OFFICIAL RECORDS .

From:	THE ANTIOCH DEVELOPMENT AGENCY, A PUBLIC BODY, CORPORATE AND POLITIC, OF THE STATE OF CALIFORNIA
To:	CITY OF ANTIOCH, A MUNICIPAL CORPORATION

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

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WIRING INSTRUCTIONS

PAYABLE TO: FIRST AMERICAN TITLE COMPANY
BANK: First American Trust, FSB
ADDRESS: 5 First American Way, Santa Ana, CA 92707
ACCOUNT NO: 3004780000
ROUTING NUMBER: 122241255

PLEASE REFERENCE THE FOLLOWING:

CUSTOMER NAME:

FILE NUMBER: 0714-3761822 (SB)

ATTENTION: STACEY BARRACK

PLEASE USE THE ABOVE INFORMATION WHEN WIRING FUNDS TO **FIRST AMERICAN TITLE COMPANY. FUNDS MUST BE WIRED FROM A UNITED STATES BANK.** PLEASE NOTIFY **STACEY BARRACK** AT (925)240-9901 OR sbarrack@firstam.com WHEN YOU HAVE TRANSMITTED YOUR WIRE. FAX NUMBER: (866)407-2081

FIRST AMERICAN TRUST CONTACT INFO: Banking Services 1-877-600-9473

**ALL WIRES WILL BE RETURNED IF THE FILE NUMBER
AND/OR NAME(S) ARE NOT INCLUDED**

Order Number: **0714-3761822**
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LEGAL DESCRIPTION

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

PARCEL B, AS SHOWN ON PARCEL MAP MS 19-86, RECORDED FEBRUARY 12, 1987 IN BOOK 125 OF PARCEL MAPS, AT PAGE 25, CONTRA COSTA COUNTY RECORDS.

APN: 066-061-009

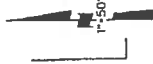
First American Title

This map may or may not be a survey of the land depicted hereon. First American Title Insurance Company disclaims any liability for loss of damage which may result from reliance on this map or from the extent of coverage for such loss or damage as may be provided by the terms and provisions of the policy. A notice policy, if any, in which this map is attached.

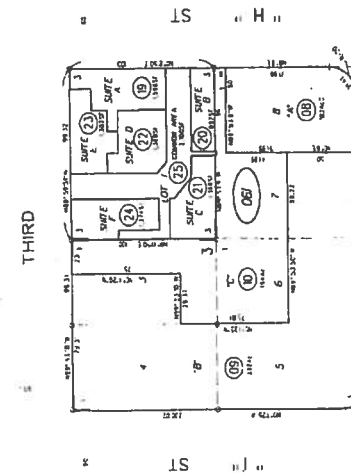
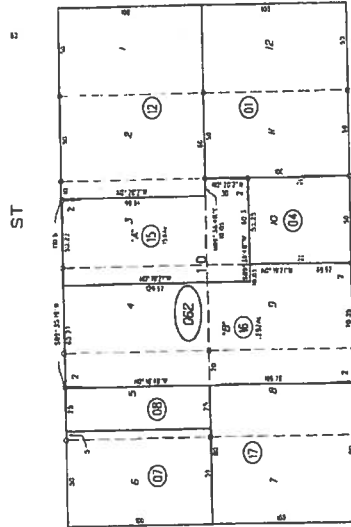
TOWN OF ANTIOCH

1-126PM25 2/1/81
2-131PM30 1/1/81
3-200PM43 1/1/81
4-131PM30 1/1/81
5-200PM43 1/1/81

F-22



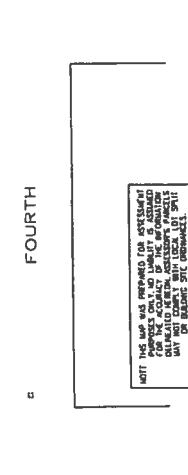
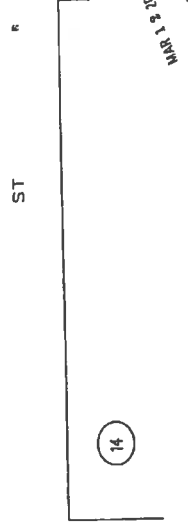
05



09

10

06



13

14

NOTICE: THIS MAP WAS PREPARED FOR THE PURPOSE OF THE ACCURACY OF THE INFORMATION CONTAINED HEREIN IS NOT GUARANTEED. FIRST AMERICAN TITLE INSURANCE COMPANY MAY NOT BE ABLE TO VERIFY THE INFORMATION CONTAINED HEREIN.

PC RECORDS 1/1/81
ASSESSOR'S MAP
BOOK 66 PAGE 6
CONTRA COSTA COUNTY, CALIF.

NOTICE

First American Title

Order Number: **0714-3761822**

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Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

If you have any questions about the effect of this new law, please contact your local First American Office for more details.

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EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy; or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

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**3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant, (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

**5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

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1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy;
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy); or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
(i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
(ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
(iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
(a) to timely record the instrument of transfer; or
(b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance

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- resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
 3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
 4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**10. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL
TITLE INSURANCE POLICY - 1987
EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

* land use	* land division
* improvements on the land	* environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
 - * a notice of exercising the right appears in the public records on the Policy Date
 - * the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.
3. Title Risks:
 - * that are created, allowed, or agreed to by you
 - * that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
 - * that result in no loss to you
 - * that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - * to any land outside the area specifically described and referred to in Item 3 of Schedule A, or
 - * in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

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11. EAGLE PROTECTION OWNER'S POLICY**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 2008
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 2008**

Covered Risks 16 (Subdivision Law Violation), 18 (Building Permit), 19 (Zoning) and 21 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building
 - b. zoning
 - c. land use
 - d. improvements on the land
 - e. land division
 - f. environmental protectionThis Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

12. THIRD GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (1/01/08)**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions, or location of any improvement erected on the Land; (iii) the subdivision of land; or (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
(a) created, suffered, assumed or agreed to by the Insured Claimant;
(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

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- (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing business laws of the state where the Land is situated.
 - 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
 - 6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
 - 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
 - 8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

13. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
- 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
- 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

14. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006

WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 13 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

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1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

**15. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

**16. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 15 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

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Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

2. Exception_03_75_69311

AUG - 1 1975 7581 1 986
69311 RECORDED AT REQUEST OF
City of Antioch
AUG - 1 1975
AT 4:30 O'CLOCK P. M.
CONTRA COSTA COUNTY RECORDS
J. R. OLSSON
COUNTY RECORDER
FEE \$2.00

NOTICE

PLEASE TAKE NOTICE THAT THE CITY OF ANTIOCH AND THE ANTIOCH DEVELOPMENT AGENCY HAVE INSTITUTED PROCEEDINGS PURSUANT TO THE CALIFORNIA REDEVELOPMENT LAW (SECTION 33000 ET SEQ. OF THE HEALTH & SAFETY CODE) FOR THE REDEVELOPMENT OF THE ANTIOCH DEVELOPMENT AGENCY PROJECT AREA. SAID PROJECT AREA IS MORE PARTICULARLY DESCRIBED IN THE EXHIBIT MARKED EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

ATTEST:

SEAL AFFIXED

Dorothy P. Marks
Dorothy P. Marks, Secretary
Antioch Development Agency

EXHIBIT "A"PROJECT AREA
BOUNDARY DESCRIPTION

BOOK 7581 p 987

Beginning at the most northerly boundary corner of the City of Antioch; thence generally south along the West boundary to a point on the north line of State Highway 4 and its intersection with the east line of the Los Medanos Wasteway; thence southerly along said east line to the south line of Delta Fair Boulevard; thence easterly along said south line to the northwest corner of Parcel 74-123-04; thence southerly and easterly along the west and south boundaries of said parcel to the west line of Fairview Drive; thence southerly along said west line to the north line of Parcel 74-123-05; thence westerly along said north line to the north line of a 100 foot East Bay Municipal Utility District right-of-way; thence westerly along said north line to the east line of said Los Medanos Wasteway; thence southerly along said east line to the south line of Buchanan Road; thence easterly along said south line to the northwest corner of Parcel 75-010-07; thence southerly and easterly along south and west boundaries of said parcel to the center line of Somersville Road; thence southerly along said center line to a point on the southwest line of the Contra Costa Canal, said point being on the boundary of the City of Antioch; thence southerly, easterly, and northerly along said boundary to said southwest line of the Contra Costa Canal; thence northerly along said southwest line to the east line of Markley Creek; thence northeasterly along said east line to the west line of Parcel 76-030-068; thence southerly, easterly, and northerly along the west, south, and east boundary lines of said parcel to the east line of Markley Creek; thence northeasterly along said east line to the north line of Mahogany Way; thence westerly along said north line to the southwest corner of Parcel 74-370-008; thence northerly along the west line of said parcel to the south line of Sycamore Drive; thence easterly along said south line to the northeast corner of said Parcel 74-370-008; thence northerly across Sycamore Drive and along the east boundary of Parcel 74-370-004 to the south line of the Southern Pacific Railroad; thence easterly along the Southern Pacific Railroad to a point which is south of the southwest corner of Parcel 74-321-002; thence northwesterly along the south line of Fairview Terrace subdivision to the southeast corner of Parcel 74-180-003; thence along the southeast boundary of said parcel to the north line of West 18th Street; thence along said north line to the southeast corner of Parcel 74-171-003; thence along the west line of the Fairview Terrace subdivision to a point on the south line of Parcel 74-160-001; thence easterly along the north line of Parcel 74-160-008 and Parcel 74-334-027 to the northeast corner of said Parcel 74-334-027; thence north along the east line of Parcel 74-334-026 and Parcel 74-334-015 to the south line of 10th Street; thence easterly along the south line of 10th Street to the west line of Parcel 67-021-001; thence southerly and easterly along the boundary of said parcel and Parcel 67-021-002 and across "L" Street to the east line; thence south to the southwest corner of Parcel 67-022-002; thence easterly along the north line of Loma Lane to the east line of "H" Street; thence northerly to the northwest corner of Parcel 67-050-016; thence easterly to the east line of "B" Street; thence southerly to the southwest corner of Parcel 67-060-001; thence easterly and northerly along said boundary to the south line of 10th Street; thence westerly to a point which is south of the

3/19/75

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southeast corner of Parcel 66-207-014; thence northerly along the east line of Parcel 66-207-014 and 66-207-008 to the south line of 9th Street; thence west to the east line of "G" Street; thence northerly to the northwest corner of Parcel 66-203-014; thence westerly to the west line of "H" Street; thence southerly to the southeast corner of Parcel 66-205-008; thence westerly to the southeast corner of Parcel 66-217-007; thence along the boundary of said parcel northerly and westerly to the west line of "L" Street; thence southerly to the north line of 10th Street; thence westerly to the west line of "O" Street; thence northerly along "O" Street to the northeast corner of Parcel 74-130-043; thence westerly 150 feet; thence northerly to the south line of 6th Street; thence east to the east line of "M" Street; thence north to the south line of 4th Street; thence east to the east line of "L" Street; thence north to the northwest corner of Parcel 66-103-008; thence easterly to the southwest corner of Parcel 66-092-012; thence southerly to the south line of 3rd Street; thence easterly to the northeast corner of Parcel 66-107-009; thence south to the south line of Fourth Street; thence east to the northeast corner of Parcel 66-133-010; thence south to the southeast corner thereof; thence easterly to the east line of "I" Street to the west line of Parcel 66-141-006; thence southerly, easterly, and northerly along the west, south, and east boundary of said parcel to the northwest corner of Parcel 66-141-005; thence easterly to the west line of "H" Street; thence southerly to the south line of 6th Street; thence easterly to the east line of "F" Street; thence northerly to the south line of 4th Street; thence easterly to the northeast corner of Parcel 66-144-009; thence northerly to the northwest corner of Parcel 66-057-004; thence easterly and along the north lines of Parcels 66-057-004, 66-057-003, 66-057-002, and 66-057-001 to the east line of "E" Street; thence northerly to the south line of 3rd Street; thence east to the west line of "C" Street; thence southerly to the south line of 4th Street; thence easterly to the west line of "B" Street; thence southerly to the south line of 6th Street; thence easterly to the northeast corner of Parcel 66-161-013; thence southerly to the north line of 8th Street; thence westerly to the southwest corner of Parcel 66-163-003; thence southerly to the north line of 9th Street; thence westerly to the west line of "B" Street; thence southerly to the north line of 10th Street; thence westerly to the southwest corner of Parcel 66-189-003; thence southerly and easterly along the boundary of Parcel 67-092-001, to the northeast corner of Parcel 67-093-016; thence southerly to the southeast corner of Parcel 67-093-016; thence westerly, southerly, and easterly along the north, west, and south boundary lines of Parcel 67-093-019 to the northwest corner of Parcel 67-102-067; thence southerly to the southwest corner of Parcel 67-102-052; thence easterly to the northeast corner of Parcel 67-102-007; thence southerly to the south side of 15th Street; thence easterly to the northeast corner of Parcel 67-103-026; thence southerly to the southeast corner thereof; thence southerly, easterly, southerly, and westerly along the eastern boundary lines of Parcel 67-103-017 to the northwest corner of Parcel 67-103-018; thence southerly to the south line of 17th Street; thence west and south along the boundary of Parcel 67-243-030 to the southwest corner thereof; thence westerly to the northwest corner of Parcel 67-243-006; thence southerly to the south line of 18th Street; thence westerly to the northwest corner of Parcel 67-246-008; thence southerly to the southwest corner thereof; thence westerly to the northeast corner of Parcel 67-262-002; thence southerly

3/19/75

(2)

290-1207

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to the north line of 19th Street; thence westerly to the southwest corner of Parcel 67-251-004; thence northerly to the northwest corner thereof; thence westerly to the east line of "D" Street; thence southerly to the north line of 20th Street; thence easterly to the east line of "C" Street; thence northerly to the northwest corner of Parcel 67-263-004; thence easterly to the northeast corner of Parcel 67-263-001; thence southerly to the northwest corner of Parcel 67-251-010; thence easterly to the northeast corner of Parcel 67-251-009; thence southerly to the south line of 20th Street; thence easterly to the northeast corner of Parcel 67-252-017; thence southerly to the southeast corner thereof; thence westerly to the southwest corner of Parcel 67-252-001; thence northerly to the southeast corner of Parcel 67-266-007; thence westerly to the east line of "C" Street; thence north to the south line of 20th Street; thence westerly to the east line of "D" Street; thence southerly to the south line of Parcel 67-277-002; thence southeast to the northeast corner of Parcel 67-274-005; thence southerly to the south line of West Madill Street; thence easterly to the northwest corner of Parcel 67-275-023; thence southerly to the south line of Rossi Avenue; thence west, south, and east along the boundary line of Parcel 67-282-029 to the northwest corner of Parcel 67-282-026; thence southerly to the south line of Texas Street; thence easterly to the west line of "A" Street; thence southerly to the north line of Drake Street; thence easterly to the southeast corner of Parcel 63-142-019; thence westerly and northerly along the boundary of subdivision Sunset Gardens to the south line of Brian Ave; thence easterly to the point south of the southeast corner of Parcel 68-132-036; thence northerly to the northeast corner of said parcel; thence easterly, northerly, and westerly along the boundary of Parcel 68-132-033 to the southeast corner of Parcel 68-132-037; thence northerly to the northeast corner of Parcel 68-131-037; thence easterly and northerly along the south and east boundary of Parcel 68-131-031, to the south line of Southern Pacific Railroad; thence along said south line northwesterly to the east line of "A" Street; thence northerly to the south line of 19th Street; thence easterly to the point which is south of the southeast corner of Parcel 68-011-034; thence northerly along the east boundary lines of Parcels 68-011-044 and 68-011-001 to the south line of E. 18th Street; thence easterly to the west line of Evergreen Avenue; thence southerly to the point which is west of the southwest corner of Parcel 68-017-010; thence easterly to the southeast corner thereof; thence northerly to the south west corner of Parcel 68-041-002; thence easterly to the east line of Helmut Lane; thence northerly to the southwest corner of Parcel 68-041-011; thence easterly to the southeast corner of said parcel; thence southerly to the southwest corner of Parcel 68-041-013; thence easterly to the east line of Alpha Way; thence southerly to the southwest corner of Parcel 68-042-023; thence easterly to the southeast corner thereof; thence southerly to the southwest corner of Parcel 68-042-003; thence easterly to the east line of Crestwood Drive; thence northerly to the northwest corner of Parcel 68-043-011; thence easterly to the southeast corner of Parcel 68-046-034; thence northerly and easterly along the west and north boundary lines of Parcel 68-046-003 to the east line of Cavallo Road; thence north to the southwest corner of Parcel 68-051-015; thence easterly to the southeast corner of Parcel 68-051-019; thence southerly to the southwest corner of Parcel 68-051-042; thence easterly to the southwest corner of Parcel 68-051-024; thence northerly to the northwest

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corner of Parcel 68-051-037; thence easterly to the east line of Biglow Drive; thence northerly to the north line of E. 18th Street; thence easterly to the west line of Hillcrest Avenue; thence southerly along the west line of Hillcrest Avenue to a point which is west of the south west corner of Parcel 51-272-025; thence easterly and northerly along the south and east boundary of said parcel to the south line of E. 18th Street; thence easterly to the northeast corner of Parcel 51-272-006; thence southerly to the southeast corner of Parcel 51-242-005; thence westerly to the east line of Hillcrest Avenue, said line being the Antioch City Limits; thence along said Antioch City Limits line southerly, easterly, northerly, and westerly to the southeast corner of Parcel 51-263-019; thence westerly to the southwest corner of Parcel 51-265-035; thence westerly along the south lines of Parcels 51-120-022 and 51-120-023 to the southeast corner of Parcel 51-120-016; thence westerly to the east line of Hillcrest Avenue; thence northerly to a point which is east of the northeast corner of Parcel 65-262-024; thence westerly to the southeast corner of Parcel 65-262-027; thence westerly along the south line of Lake Alhambra subdivision to the southeast corner of Parcel 65-235-019; thence northerly to the south line of South Lake Drive; thence westerly to the west line of Alhambra Drive; thence southerly to the northeast corner of Parcel 65-142-023; thence along the boundary of said parcel westerly to the east line of Amber Drive; thence northerly to a point which is east of the southeast corner of Parcel 65-143-013; thence westerly to the southwest corner of Parcel 65-143-007; thence northerly to the north line of Amber Drive; thence westerly to the east line of Cavallo Road; thence northerly to a point which is east of the northeast corner of Parcel 65-151-037; thence westerly to the northwest corner thereof; thence southerly to the northeast corner of Parcel 65-151-002; thence westerly to the west line of Noia Avenue; thence southerly to the northeast corner of Parcel 65-152-043; thence westerly to the west line of Wisner Drive; thence northerly to the northeast corner of Parcel 65-152-027; thence westerly and southerly along the north and west lines of said parcel to the northeast corner of Parcel 65-161-001; thence westerly to the west line of Marie Avenue; thence northerly to the southeast corner of Parcel 65-164-012; thence westerly, northerly, and westerly along the boundary of Parcel 65-164-023 to the northwest corner thereof; thence northerly to the south line of East 16th Street; thence westerly to the northeast corner of Parcel 65-172-022; thence southerly to the southeast corner thereof; thence westerly to the north west corner of Parcel 65-172-027; thence southerly to the southeast corner of Parcel 65-172-007; thence westerly along the boundary lines of Parcels 65-172-024, 65-172-025, and 65-172-020 to the northwest corner of Parcel 65-172-028; thence northerly to the southeast corner of Parcel 65-183-009; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-007; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-006; thence westerly to the southwest corner of Parcel 65-183-004; thence northerly to the north line of East 16th Street; thence westerly to the southwest corner of Parcel 65-182-030; thence northerly to the northwest corner thereof; thence easterly to the southeast corner of Parcel 65-191-020; thence easterly to the southeast corner of Parcel 65-181-014; thence northerly and westerly along the east and north line of said parcel to the east line of "A" Street; thence northerly to the northwest corner of Parcel 65-181-016; thence easterly to the southeast

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BOOK 7581 P 989

corner of Parcel 65-075-002; thence northerly to the north line of E. 13th Street; thence easterly to the southeast corner of Parcel 65-071-009; thence northerly to the southeast corner of Parcel 65-064-005; thence westerly to "A" Street; thence northerly to the southwest corner of Parcel 65-061-000; thence easterly to the southeast corner thereof; thence northerly to the north line of Wilbur Avenue; thence easterly to the southeast corner of Parcel 66-164-007; thence northerly to the point on the south line of Parcel 66-164-010; thence westerly to the southwest corner of Parcel 66-164-013; thence northerly to the north line of 7th Street; thence easterly to the southeast corner of Parcel 66-162-008; thence northerly to a point on the south line of Parcel 66-162-011; thence easterly and northerly along the southerly and easterly boundaries of said parcel to the south line of 6th Street; thence northerly to the southeast corner of Parcel 66-032-018; thence northerly to the northeast corner thereof; thence easterly to the east line of the roadway described in Book 27 of Deeds at Page 475; thence southerly along the east line thereof to the northwest corner of Parcel 65-050-020; thence easterly to the northeast corner of Parcel 65-050-013; thence north, east, and south along the boundary of Parcel 65-050-006 to the northwest line of Parcel 65-050-005; thence easterly along the northerly and easterly property lines of Parcels 65-050-005, and 65-050-029, to the northeast corner of Parcel 65-050-029; thence southerly to the northerly west point of Parcel 65-050-017; thence southeasterly along the eastern boundary of said Parcel 65-050-017 to the north line of Wilbur Avenue; thence easterly along the north line of Wilbur Avenue to a point which is north of the west line of Marie Avenue; thence south to the south line of Wilbur Avenue; thence east to the northeast corner of Parcel 65-101-014; thence southerly to the northwest corner of Parcel 65-101-015; thence easterly to the northeast corner of Parcel 65-110-012, said corner being on the Antioch City Limits; thence along northerly, and westerly along said City of Antioch boundary to the point of beginning.

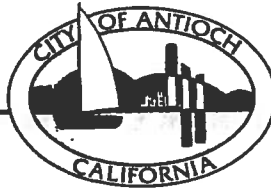
* * * * *

END OF DOCUMENT

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OFFICE OF THE CITY CLERK



L. JOLENE MARTIN
City Clerk

Recording Requested by
and When Recorded Return to:

City Clerk
City of Antioch
P.O. Box 5007
Antioch, CA 94531-5007



CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 1999-0289937-00

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FEE \$0.00

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**NOTICE OF ADOPTION OF AN AMENDMENT TO THE REDEVELOPMENT PLAN
FOR THE ANTIOCH REDEVELOPMENT PROJECT**


NOTICE IS HEREBY GIVEN that the City Council of the City of Antioch adopted Ordinance NO. 963-C-S and 964-C-S on October 26, 1999, approving and adopting the Amendment to the Redevelopment Plan for the Antioch Redevelopment Project.

A legal description of the boundaries of the Project Area is attached hereto as Exhibit A and incorporated herein by reference.

Proceeding for the redevelopment of the Project Area, as amended, have been instituted under the California Community Redevelopment Law (Health and Safety Code Section 3300 et seq.).

Filed for recordation with the County Recorder of Contra Costa County by order of the City Council of the City of Antioch, California.

Dated: October 29, 1999


City Clerk
City of Antioch

Attachment

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ORDINANCE NO. 963-C-S

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF ANTIOCH ESTABLISHING AND AMENDING
CERTAIN LIMITATIONS WITH RESPECT TO THE
REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT**

WHEREAS, the City Council of the City of Antioch (the "City Council") adopted Ordinance No. 290-C-S on July 15, 1975, approving and adopting the Redevelopment Plan (the "Redevelopment Plan") for the Antioch Redevelopment Project (the "Project"); and

WHEREAS, on April 10, 1979, the City Council adopted Ordinance No. 398-C-S, approving and adopting an amendment to the Redevelopment Plan; and

WHEREAS, on November 12, 1986, the City Council adopted Ordinance No. 653-C-S, establishing certain limitations with respect to the Redevelopment Plan; and

WHEREAS, the Antioch Development Agency (the "Agency") has been designated as the official redevelopment agency in the City of Antioch to carry out the functions and requirements of the Community Redevelopment Law of the State of California (Health and Safety Code Section 33000 et seq.) and to implement the Redevelopment Plan; and

WHEREAS, Section 33333.6 of the Community Redevelopment Law requires that every redevelopment plan adopted on or before December 31, 1993, contain certain limitations: (1) if the plan contains the provisions set forth in Section 33670 of the Community Redevelopment Law ("tax increment authority"), a time limit on the establishing of loans, advances and indebtedness which shall not exceed 20 years from the adoption of the redevelopment plan or January 1, 2004, whichever is later; (2) a time limit on the effectiveness of the redevelopment plan which shall not exceed 40 years from the adoption of the redevelopment plan or January 1, 2009, whichever is later; and (3) a time limit on the repayment of indebtedness which shall not exceed 10 years from the termination of the effectiveness of the redevelopment plan; and

WHEREAS, Section 33333.6 further provides that a redevelopment plan adopted prior to January 1, 1994, may be amended by the legislative body by adoption of an

STATE OF CALIFORNIA
County of Contra Costa
City of Antioch

I, L. JoJene Martin, City Clerk in and for said City of Antioch, County of Contra Costa, State of California, do hereby certify under penalty of perjury that the hereto attached and foregoing paper is a full, true and correct copy of Ordinance No. 963-C-5 now on file in this office of said city.

WITNESS, my hand, and Official Seal, this 29th day of October 19 99

L. JoJene Martin
City Clerk, City of Antioch
Contra Costa County, California

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ordinance on or after January 1, 1999, but on or before December 31, 1999, provided that the redevelopment plan as so amended does not exceed the terms provided in that section; and

WHEREAS, Ordinance No. 653-C-S established a time limit for incurring indebtedness that exceeds the maximum permitted by subdivision (a) of Health and Safety Code Section 33333.6 and, therefore, should be amended; and

WHEREAS, the Redevelopment Plan contains an ambiguous termination date for the Redevelopment Plan that should be clarified; and

WHEREAS, a time limit for repayment of indebtedness in accord with Health and Safety Code Section 33333.6 should be established;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANTIOCH DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. A new sentence is hereby added to the end of the last paragraph of subsection 1 of Section 1201 of the Redevelopment Plan to read as follows:

"The Agency shall not establish or incur loans, advances or indebtedness to finance, in whole or in part, the Project after January 1, 2004."

SECTION 2. The existing sentence in Section 406 of the Redevelopment Plan is hereby deleted and replaced by the following:

"Except for the nondiscrimination and nonsegregation provisions that shall run in perpetuity, the provisions of this Plan shall be effective, and the provisions of other documents formulated pursuant to this Plan may be made effective, for forty (40) years from the date of adoption of this Plan. Based upon the date of adoption of the Redevelopment Plan, the effectiveness of the Redevelopment Plan shall terminate on July 15, 2015."

SECTION 3. The Agency shall not pay indebtedness or receive property taxes pursuant to Health and Safety Code Section 33670 after ten (10) years from the termination of the effectiveness of the Redevelopment Plan, as established in Section 2 of this Ordinance. Based upon the termination date established in Section 2 of this Ordinance, the Agency shall not pay indebtedness or receive property taxes pursuant to Section 33670 after July 15, 2025.

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SECTION 4. Ordinance Nos. 290-C-S, 398-C-S and 653-C-S are continued in full force and effect as amended by this Ordinance.

SECTION 5. The City Clerk is hereby directed to send a certified copy of this Ordinance to the Agency.

SECTION 6. Severability. If any part of this Ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance, and this City Council hereby declares that it would have passed the remainder of this Ordinance if such invalid portion thereof had been deleted.

SECTION 7. Publication. The City Clerk is hereby ordered and directed to cause this Ordinance to be published once in *The Ledger Dispatch*, a newspaper of general circulation, published and circulated in the City of Antioch.

SECTION 8. This ordinance shall be in full force and effect thirty (30) days after its passage.

* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch, held on the 28th day of September, 1999, and passed and adopted at a regular meeting thereof, held on the 26th day of October, 1999.

AYES: Council Members Freitas, Soliz, Davis, and Mayor Rocha.

NOES: Council Member Sudario.

ABSENT: None.

s/ Mary Helen Rocha
MAYOR OF THE CITY OF ANTIOCH

ATTEST:

s/ L. Jolene Martin
CITY CLERK OF THE CITY OF ANTIOCH

STATE OF CALIFORNIA
County of Contra Costa

289937

City of Antioch

I L. Jolene Martin, City Clerk in and for said City of Antioch, County of Contra Costa, State of California, do hereby certify under penalty of perjury that the hereto attached and foregoing paper is a full, true and correct copy of Ordinance No. 964-C-S now on file in this office of said city.

WITNESS, my hand, and Official Seal, this 29th day of October 19 99


City Clerk, City of Antioch
Contra Costa County, California

WHEREAS, a Negative Declaration was prepared on the proposed Amendment in accordance with the California Environmental Quality Act (Public Resources Code Section 21000 et seq.), the Guidelines for Implementation of the California

WHEREAS, by Resolution No. 99-19, adopted on August 18, 1999, the Planning Commission has reported that the Redevelopment Plan, as it is proposed to be amended by the Amendment, conforms to the General Plan of the City of Antioch and has recommended approval of the proposed Amendment; and

WHEREAS, the proposed Amendment would re-establish the time period within which the Agency can exercise its eminent domain authority and make certain other minor, technical amendments to bring the Redevelopment Plan into conformity with the current Community Redevelopment Law (Health and Safety Code Section 33000 et seq.); and

WHEREAS, the City Council has received from the Antioch Development Agency (the "Agency") a proposed amendment (the "Amendment") to the Redevelopment Plan, a copy of which is on file at the office of the Agency and at the office of the City Clerk, both at City Hall, Third and H Streets, Antioch, California, together with the Report of the Agency to the City Council on the proposed Amendment, including: (1) the reasons for amending the Redevelopment Plan; (2) the report and recommendations of the Planning Commission of the City of Antioch (the "Planning Commission"); and (3) the Negative Declaration; and

WHEREAS, the City Council of the City of Antioch (the "City Council") adopted Ordinance No. 290-C-5 on July 15, 1975, approving and adopting the Redevelopment Plan (the "Redevelopment Plan") for the Antioch Redevelopment Project (the "Project") and adopted Ordinance No. 398-C-5 on April 10, 1979, Ordinance No. 653-C-5 on November 12, 1986, and Ordinance No. 963-C-5, on October 26, 1999, amending the Redevelopment Plan; and

AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF ANTIOCH, CALIFORNIA, AMENDING
ORDINANCE NOS. 290-C-5, 398-C-5, 653-C-5 AND
APPROVING AND ADOPTING AN AMENDMENT
TO THE REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT

ORDINANCE NO. 964-C-5

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Environmental Quality Act (14 Cal. Code Regs. Section 15000 et seq.), and environmental procedures adopted by the Agency pursuant thereto; and

WHEREAS, the Agency and the City Council have reviewed and considered the Negative Declaration on the proposed Amendment and have each approved the Negative Declaration; and

WHEREAS, the City Council and the Agency held a joint public hearing on September 28, 1999, on the adoption of the Amendment and approval of the Negative Declaration on the Amendment in the City Council Chambers, Third and H Streets, Antioch, California; and

WHEREAS, a notice of said hearing was duly and regularly published in *The Ledger Dispatch*, a newspaper of general circulation in the City of Antioch, once a week for three successive weeks prior to the date of said hearing, and a copy of said notice and affidavit of publication are on file with the City Clerk and the Agency; and

WHEREAS, copies of the notice of joint public hearing and a statement concerning acquisition of property by the Agency were mailed to the last known address of each assessee of each parcel of land in the Project Area, as shown on the last equalized assessment roll of the County of Contra Costa; and

WHEREAS, copies of the notice of joint public hearing were mailed to each business and resident in the Project Area; and

WHEREAS, copies of the notice of joint public hearing were mailed by certified mail with return receipt requested to the governing body of each taxing agency that receives taxes from property in the Project Area; and

WHEREAS, the City Council has considered the Report of the Agency, the report and recommendations of the Planning Commission, the proposed Amendment and the Negative Declaration; has provided an opportunity for all persons to be heard; and has received and considered all evidence and testimony presented for or against any and all aspects of the proposed Amendment;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANTIOCH DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The purpose and intent of the City Council with respect to the Amendment is to promote the full and effective implementation of the Redevelopment

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Plan for the Antioch Redevelopment Project by re-establishing, for an additional twelve (12) years, the Agency's power to acquire property by eminent domain. Implementation of the Redevelopment Plan will serve to eliminate blight and improve the physical and economic conditions in the Project Area.

SECTION 2. The City Council hereby finds and determines that:

(a) Remaining blight exists within the Project Area, the redevelopment of which is necessary to effectuate the public purposes in the Community Redevelopment Law. This finding is based upon the facts set forth in the Agency's Report to the City Council, particularly the descriptions of deterioration, stagnated or decreased property values, vacancy rates, low lease rates, asbestos and other blighting conditions.

(b) It is necessary and desirable to amend the Redevelopment Plan in the manner set forth in the proposed Amendment in order to carry out the redevelopment of the Project Area and make possible the achievement of the goals and objectives of the Redevelopment Plan. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that, without eminent domain authority, the Agency will not be able to assemble sites and eliminate remaining blight within the Project Area.

(c) The proposed Amendment will aid in the redevelopment of the Project Area in conformity with the Community Redevelopment Law and in the interests of the public peace, health, safety and welfare. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that implementation of the Redevelopment Plan will serve to eliminate remaining blight and improve physical and economic conditions in the Project Area and that eminent domain authority is necessary for the full and effective implementation of the Redevelopment Plan.

(d) The Redevelopment Plan, as it is proposed to be amended by the Amendment, is consistent with the General Plan of the City of Antioch. This finding is based upon the findings of the Planning Commission set forth in Resolution No. 99-19, adopted on August 18, 1999, a copy of which is included in the Agency's Report to the City Council.

(e) The carrying out of the Redevelopment Plan, as it is proposed to be amended by the Amendment, will promote the public peace, health, safety and welfare of the City of Antioch and will effectuate the purposes and policy of the

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Community Redevelopment Law. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that redevelopment, as contemplated by the Redevelopment Plan, will benefit the Project Area by authorizing the Agency to assemble sites for redevelopment to correct the significant blight remaining in the Project Area.

(f) The condemnation of real property within the Project Area, as provided for in the proposed Amendment, is necessary to the execution of the Redevelopment Plan, and adequate provisions have been made for the payment for property to be acquired as provided by law. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that, without eminent domain authority, certain sites within the Project Area could not be assembled for redevelopment. This finding is further based on the fact that, in connection with the acquisition of property by the Agency, the Agency will comply with all applicable provisions of the California Eminent Domain Law (Code of Civil Procedure Section 1230.010 et seq.) and the California Relocation and Real Property Acquisition Law (Government Code Section 7260 et seq.), including provisions requiring the payment of just compensation.

(g) The elimination of blight and the redevelopment of the Project Area could not reasonably be expected to be accomplished by private enterprise acting alone without the aid and assistance of the Agency. This finding is based upon the facts that, because of the higher costs and more significant risks associated with development of blighted areas, individual developers are unable and unwilling to invest in blighted areas without substantial public assistance; that funds of other public sources and programs are insufficient to eliminate the blighting conditions; and that, without the Agency's use of eminent domain, sites could not be assembled for redevelopment.

(h) The time limitation in the Redevelopment Plan regarding the Agency's eminent domain authority, as amended by the Amendment, is reasonably related to the proposed projects to be implemented in the Project Area and the ability of the Agency to eliminate blight within the Project Area. This finding is based upon the fact that Section 33333.4 of the Community Redevelopment Law provides that a time limit, not to exceed 12 years from the adoption of the Redevelopment Plan, may be established for commencement of eminent domain proceedings to acquire property within the Project Area and that said time limit may be extended by amendment of the Redevelopment Plan.

SECTION 3. In order to implement and facilitate the effectuation of the proposed Amendment, certain official actions must be taken by the City Council; accordingly, the

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City Council hereby: (a) pledges its cooperation in helping to carry out the Redevelopment Plan, as amended by the Amendment; (b) directs the various officials, departments, boards and agencies of the City of Antioch having administrative responsibilities in the Project Area likewise to cooperate to such end and to exercise their respective functions and powers in a manner consistent with the Redevelopment Plan, as amended by the Amendment; (c) stands ready to consider and take appropriate action on proposals and measures designed to effectuate the Redevelopment Plan, as amended by the Amendment; and (d) declares its intention to undertake and complete any proceedings, including the expenditure of moneys, necessary to be carried out by the City under the provisions of the Redevelopment Plan, as amended by the Amendment.

SECTION 4. The Council is satisfied that written objections, if any, received before or at the noticed public hearing have been responded to in writing. In addition, written findings have been adopted in response to each written objection, if any, of an affected property owner or taxing entity filed with the City Clerk either before or at the noticed public hearing.

SECTION 5. The Redevelopment Plan, as adopted and amended by Ordinance Nos. 290-C-S, 398-C-S, 653-C-S and 963-C-S, is hereby further amended as set forth in the "Amendment to the Redevelopment Plan for the Antioch Redevelopment Project," attached hereto. As so amended, the Redevelopment Plan is incorporated by reference herein. The Executive Director of the Agency is hereby authorized to combine the Redevelopment Plan, as amended by the Amendment, into a single document, and said document, when filed with the City Clerk and the Secretary of the Agency, shall constitute the official Redevelopment Plan for the Antioch Redevelopment Project.

SECTION 6. Ordinance Nos. 290-C-S, 398-C-S, 653-C-S and 963-C-S, are continued in full force and effect as amended by this Ordinance.

SECTION 7. The City Clerk is hereby directed to send a certified copy of this Ordinance to the Agency, and the Agency is hereby vested with the responsibility for carrying out the Redevelopment Plan, as amended by the Amendment.

SECTION 8. The City Clerk is hereby directed to record with the County Recorder of Contra Costa County a notice of the approval and adoption of the Amendment pursuant to this Ordinance, containing a statement that proceedings for the redevelopment of the Project Area pursuant to the Redevelopment Plan, as amended by the Amendment, have been instituted under the Community Redevelopment Law.

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SECTION 9. The City Clerk is hereby ordered and directed to certify to the passage of this Ordinance and to cause the same to be published once in *The Ledger Dispatch*, a newspaper of general circulation, published and circulated in the City of Antioch.

SECTION 10. If any part of this Ordinance, or the Amendment that it approves, is held to be invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance or of the Amendment, and this City Council hereby declares that it would have passed the remainder of the Ordinance, or approved the remainder of the Amendment, if such invalid portion thereof had been deleted.

SECTION 11. Effective Date. This Ordinance shall be in full force and effect thirty (30) days after its adoption.

* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch, held on the 28th day of September, 1999, and passed and adopted at a regular meeting thereof, held on the 26th day of October, 1999.

AYES: Council Members Freitas, Soliz, Davis, and Mayor Rocha.

NOES: Council Member Sudario.

ABSENT: None.

s/ Mary Helen Rocha
MAYOR OF THE CITY OF ANTIOCH

ATTEST:

s/ L. Jolene Martin
CITY CLERK OF THE CITY OF ANTIOCH

EXHIBIT "A"

PROJECT AREA
BOUNDARY DESCRIPTION

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Beginning at the most northerly boundary corner of the City of Antioch; thence generally south along the West boundary to a point on the north line of State Highway 4 and its intersection with the east line of the Los Medanos Wasteway; thence southerly along said east line to the south line of Delta Fair Boulevard; thence easterly along said south line to the northwest corner of Parcel 74-123-04; thence southerly and easterly along the west and south boundaries of said parcel to the west line of Fairview Drive; thence southerly along said west line to the north line of Parcel 74-123-05; thence westerly along said north line to the north line of a 100 foot East Bay Municipal Utility District right-of-way; thence westerly along said north line to the east line of said Los Medanos Wasteway; thence southerly along said east line to the south line of Buchanan Road; thence easterly along said south line to the northwest corner of Parcel 75-010-07; thence southerly and easterly along south and west boundaries of said parcel to the center line of Somersville Road; thence southerly along said center line to a point on the southwest line of the Contra Costa Canal, said point being on the boundary of the City of Antioch; thence southerly, easterly, and northerly along said boundary to said southwest line of the Contra Costa Canal; thence northerly along said southwest line to the east line of Markley Creek; thence northeasterly along said east line to the west line of Parcel 76-030-068; thence southerly, easterly, and northerly along the west, south, and east boundary lines of said parcel to the east line of Markley Creek; thence northeasterly along said east line to the north line of Mahogany Way; thence westerly along said north line to the southwest corner of Parcel 74-370-008; thence northerly along the west line of said parcel to the south line of Sycamore Drive; thence easterly along said south line to the northeast corner of said Parcel 74-370-008; thence northerly across Sycamore Drive and along the east boundary of Parcel 74-370-004 to the south line of the Southern Pacific Railroad; thence easterly along the Southern Pacific Railroad to a point which is south of the southwest corner of Parcel 74-321-002; thence northwesterly along the south line of Fairview Terrace subdivision to the southeast corner of Parcel 74-180-003; thence along the southeast boundary of said parcel to the north line of West 18th Street; thence along said north line to the southeast corner of Parcel 74-171-003; thence along the west line of the Fairview Terrace subdivision to a point on the south line of Parcel 74-160-001; thence easterly along the north line of Parcel 74-160-008 and Parcel 74-334-027 to the northeast corner of said Parcel 74-334-027; thence north along the east line of Parcel 74-334-026 and Parcel 74-334-015 to the south line of 10th Street; thence easterly along the south line of 10th Street to the west line of Parcel 67-021-001; thence southerly and easterly along the boundary of said parcel and Parcel 67-021-002 and across "L" Street to the east line, thence south to the southwest corner of Parcel 67-022-002; thence easterly along the north line of Loma Lane to the east line of "H" Street; thence northerly to the northwest corner of Parcel 67-050-016; thence easterly to the east line of "G" Street; thence southerly to the southwest corner of Parcel 67-060-001; thence easterly and northerly along said boundary to the south line of 10th Street; thence westerly to a point which is south of the

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southeast corner of Parcel 66-207-014; thence northerly along the east line of Parcels 66-207-014 and 66-207-008 to the south line of 9th Street; thence west to the east line of "G" Street; thence northerly to the northwest corner of Parcel 66-203-014; thence westerly to the west line of "H" Street; thence southerly to the southeast corner of Parcel 66-205-008; thence westerly to the southeast corner of Parcel 66-217-007; thence along the boundary of said parcel northerly and westerly to the west line of "L" Street; thence southerly to the north line of 10th Street; thence westerly to the west line of "O" Street; thence northerly along "O" Street to the northeast corner of Parcel 74-130-043; thence westerly 150 feet; thence northerly to the south line of 6th Street; thence east to the east line of "M" Street; thence north to the south line of 4th Street; thence east to the east line of "L" Street; thence north to the northwest corner of Parcel 66-103-008; thence easterly to the southwest corner of Parcel 66-092-012; thence southerly to the south line of 3rd Street; thence easterly to the northeast corner of Parcel 66-107-009; thence south to the south line of Fourth Street; thence east to the northeast corner of Parcel 66-133-010; thence south to the southeast corner thereof; thence easterly to the east line of "I" Street to the west line of Parcel 66-141-006; thence southerly, easterly, and northerly along the west, south, and east boundary of said parcel to the northwest corner of parcel 66-141-005; thence easterly to the west line of "H" Street; thence southerly to the south line of 6th Street; thence easterly to the east line of "F" Street; thence northerly to the south line of 4th Street; thence easterly to the northeast corner of Parcel 66-144-009; thence northerly to the northwest corner of Parcel 66-057-004; thence easterly and along the north lines of Parcels 66-057-004, 66-057-003, 66-057-002, and 66-057-001 to the east line of "E" Street; thence northerly to the south line of 3rd Street; thence east to the west line of "C" Street; thence southerly to the south line of 4th Street; thence easterly to the west line of "B" Street; thence southerly to the south line of 6th Street; thence easterly to the northeast corner of Parcel 66-161-013; thence southerly to the north line of 8th Street; thence westerly to the southwest corner of Parcel 66-163-003; thence southerly to the north line of 9th Street; thence westerly to the west line of "B" Street; thence southerly to the north line of 10th Street; thence westerly to the southwest corner of Parcel 66-189-003; thence southerly and easterly along the boundary of Parcel 67-092-001, to the northeast corner of Parcel 67-092-003; thence southerly to the southeast corner of Parcel 67-093-016; thence westerly, southerly, and easterly along the north, west, and south boundary lines of Parcel 67-093-019 to the northwest corner of Parcel 67-102-067; thence southerly to the southwest corner of Parcel 67-102-052; thence easterly to the northeast corner of Parcel 67-102-007; thence southerly to the south side of 15th Street; thence easterly to the northeast corner of Parcel 67-103-026; thence southerly to the southeast corner thereof; thence southerly, easterly, southerly, and westerly along the eastern boundary lines of Parcel 67-103-017 to the northwest corner of Parcel 67-103-018; thence southerly to the south line of 17th Street; thence west and south along the boundary of Parcel 67-243-030 to the southwest corner thereof; thence westerly to the northwest corner of Parcel 67-243-006; thence southerly to the south line of 18th Street; thence westerly to the northwest corner of Parcel 67-246-008; thence southerly to the southwest corner thereof; thence westerly to the northeast corner of Parcel 67-262-002; thence southerly

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to the north line of 19th Street; thence westerly to the southwest corner of Parcel 67-261-004; thence northerly to the northwest corner thereof; thence westerly to the east line of "D" Street; thence southerly to the north line of 20th Street; thence easterly to the east line of "C" Street; thence northerly to the northwest corner of Parcel 67-263-004; thence easterly to the northeast corner of Parcel 67-263-001; thence southerly to the northwest corner of Parcel 67-251-010; thence easterly to the northeast corner of Parcel 67-251-009; thence southerly to the south line of 20th Street; thence easterly to the northeast corner of Parcel 67-252-007; thence southerly to the southeast corner thereof; thence westerly to the southwest corner of Parcel 67-252-001; thence northerly to the southeast corner of Parcel 67-266-007; thence westerly to the east line of "C" Street; thence north to the south line of 20th Street; thence westerly to the east line of "D" Street; thence southerly to the south line of Parcel 67-277-002; thence southeast to the northeast corner of Parcel 67-274-005; thence southerly to the south line of West Madill Street; thence easterly to the northwest corner of Parcel 67-275-023; thence southerly to the south line of Rossi Avenue; thence west, south, and east along the boundary line of Parcel 67-282-029 to the northwest corner of Parcel 67-282-026; thence southerly to the south line of Texas Street; thence easterly to the west line of "A" Street; thence southerly to the north line of Drake Street; thence easterly to the southeast corner of Parcel 68-142-019; thence westerly and northerly along the boundary of subdivision Sunset Gardens to the south line of Brian Ave; thence easterly to the point south of the southeast corner of Parcel 68-132-036; thence northerly to the northeast corner of said parcel; thence easterly, northerly, and westerly along the boundary of Parcel 68-132-033 to the southeast corner of Parcel 68-132-037; thence northerly to the northeast corner of Parcel 68-131-037; thence easterly and northerly along the south and east boundary of Parcel 68-131-031, to the south line of Southern Pacific Railroad; thence along said south line northwesterly to the east line of "A" Street; thence northerly to the south line of 19th Street; thence easterly to the point which is south of the southeast corner of Parcel 68-011-034; thence northerly along the east boundary lines of Parcels 68-011-034 and 68-011-001 to the south line of E. 18th Street; thence easterly to the west line of Evergreen Avenue; thence southerly to the point which is west of the southwest corner of Parcel 68-017-010; thence easterly to the southeast corner thereof; thence northerly to the south west corner of Parcel 68-041-002; thence easterly to the east line of Helmuth Lane; thence northerly to the southwest corner of Parcel 68-041-011; thence easterly to the southeast corner of said parcel; thence southerly to the southwest corner of Parcel 68-041-013; thence easterly to the east line of Alpha Way; thence southerly to the southwest corner of Parcel 68-042-023; thence easterly to the southeast corner thereof; thence southerly to the southwest corner of Parcel 68-042-003; thence easterly to the east line of Crestwood Drive; thence northerly to the northwest corner of Parcel 68-043-011; thence easterly to the southeast corner of Parcel 68-046-034; thence northerly and easterly along the west and north boundary lines of Parcel 68-046-003 to the east line of Cavallo Road; thence north to the southwest corner of Parcel 68-051-015; thence easterly to the southeast corner of Parcel 68-051-019; thence southerly to the southwest corner of Parcel 68-051-042; thence easterly to the southwest corner of Parcel 68-051-024; thence northerly to the northwest

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corner of Parcel 68-051-037; thence easterly to the east line of Biglow Drive; thence northerly to the north line of E. 18th Street; thence easterly to the west line of Hillcrest Avenue; thence southerly along the west line of Hillcrest Avenue to a point which is west of the south west corner of Parcel 51-272-035; thence easterly and northerly along the south and east boundary of said parcel to the south line of E. 18th Street; thence easterly to the northeast corner of Parcel 51-272-006; thence southerly to the southeast corner of Parcel 51-242-005; thence westerly to the east line of Hillcrest Avenue, said line being the Antioch City Limits; thence along said Antioch City Limits line southerly, easterly, northerly, and westerly to the southeast corner of Parcel 51-263-019; thence westerly to the southwest corner of Parcel 51-265-035; thence westerly along the south lines of Parcels 51-120-022 and 51-120-023 to the southeast corner of Parcel 51-120-016; thence westerly to the east line of Hillcrest Avenue; thence northerly to a point which is east of the northeast corner of Parcel 65-262-024; thence westerly to the southeast corner of Parcel 65-262-027; thence westerly along the south line of Lake Alhambra subdivision to the southeast corner of Parcel 65-235-019; thence northerly to the south line of South Lake Drive; thence westerly to the west line of Alhambra Drive; thence southerly to the northeast corner of Parcel 65-142-023; thence along the boundary of said parcel westerly to the east line of Amber Drive; thence northerly to a point which is east of the southeast corner of Parcel 65-143-013; thence westerly to the southwest corner of Parcel 65-143-007; thence northerly to the north line of Amber Drive; thence westerly to the east line of Cavallo Road; thence northerly to a point which is east of the northeast corner of Parcel 65-151-037; thence westerly to the northwest corner thereof; thence southerly to the northeast corner of Parcel 65-151-002; thence westerly to the west line of Noia Avenue; thence southerly to the northeast corner of Parcel 65-152-043; thence westerly to the west line of Wisner Drive; thence northerly to the northeast corner of Parcel 65-152-027; thence westerly and southerly along the north and west lines of said parcel to the northeast corner of Parcel 65-161-001; thence westerly to the west line of Marie Avenue; thence northerly to the southeast corner of Parcel 65-164-012; thence westerly, northerly, and westerly along the boundary of Parcel 65-164-023 to the northwest corner thereof; thence northerly to the south line of East 16th Street; thence westerly to the northeast corner of Parcel 65-172-022; thence southerly to the southeast corner thereof; thence westerly to the north west corner of Parcel 65-172-027; thence southerly to the southeast corner of Parcel 65-172-007; thence westerly along the boundary lines of Parcels 65-172-024, 65-172-025, and 65-172-020 to the northwest corner of Parcel 65-172-028; thence northerly to the southeast corner of Parcel 65-183-009; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-007; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-006; thence westerly to the southwest corner of Parcel 65-183-004; thence northerly to the north line of East 16th Street; thence westerly to the southwest corner of Parcel 65-182-030; thence northerly to the northwest corner thereof; thence easterly to the southeast corner of Parcel 65-182-027; thence northerly to the northwest corner of Parcel 65-181-020; thence easterly to the southeast corner of Parcel 65-181-014; thence northerly and westerly along the east and north line of said parcel to the east line of "A" Street; thence northerly to the northwest corner of Parcel 65-181-018; thence easterly to the southeast

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corner of Parcel 65-075-002; thence northerly to the north line of E. 13th Street; thence easterly to the southeast corner of Parcel 65-071-009; thence northerly to the southeast corner of Parcel 65-064-005; thence westerly to "A" Street; thence northerly to the southwest corner of Parcel 65-061-008; thence easterly to the southeast corner thereof; thence northerly to the north line of Wilbur Avenue; thence easterly to the southeast corner of Parcel 66-164-007; thence northerly to the point on the south line of Parcel 66-164-010; thence westerly to the southwest corner of Parcel 66-164-013; thence northerly to the north line of 7th Street; thence easterly to the southeast corner of Parcel 66-162-008; thence northerly to a point on the south line of Parcel 66-162-011; thence easterly and northerly along the southerly and easterly boundaries of said parcel to the south line of 6th Street; thence northerly to the southeast corner of Parcel 66-032-018; thence northerly to the northeast corner thereof; thence easterly to the east line of the roadway described in Book 27 of Deeds at Page 475; thence southerly along the east line thereof to the northwest corner of Parcel 65-050-026; thence easterly to the northeast corner of Parcel 65-050-013; thence north, east, and south along the boundary of Parcel 65-050-006 to the northwest line of Parcel 65-050-005; thence easterly along the northerly and easterly property lines of Parcels 65-050-005, and 65-050-029, to the northeast corner of Parcel 65-050-029; thence southerly to the northerly most point of Parcel 65-050-017; thence southeasterly along the eastern boundary of said Parcel 65-050-017 to the north line of Wilbur Avenue; thence easterly along the north line of Wilbur Avenue to a point which is north of the west line of Marie Avenue; thence south to the south line of Wilbur Avenue, thence east to the northeast corner of Parcel 65-101-014; thence southerly to the northwest corner of Parcel 65-101-015; thence easterly to the northeast corner of Parcel 65-110-012, said corner being on the Antioch City Limits; thence along northerly, and westerly along said City of Antioch boundary to the point of beginning.

(END OF DOCUMENT)

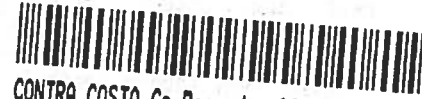
END OF DOCUMENT

4. Exception_03b_2007_192911

6

RECORDED AT REQUEST OF
AND FOR THE BENEFIT OF:
CITY OF ANTIOCH

WHEN RECORDED MAIL TO:
L. Jolene Martin
City Clerk
P.O. Box 5007
Antioch, CA 94531-5007



CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2007-0192911-00

Check Number

Tuesday, JUL 03, 2007 14:32:00

FRE \$0.0011

Ttl Pd \$0.00

Nbr-0003770708
Fee/R5/1-6

REVISED NOTICE OF ADOPTION OF THE
REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT AREA NO. 1

Recording Requested by
and When Recorded Return to:

L. Jolene Martin, City Clerk
City of Antioch
P.O. Box 5007
Antioch, Ca 94531-5007

Exempt from recording fees pursuant to
Government Code Section 27383

**ALL PROPERTY TO WHICH THIS NOTICE PERTAINS
IS LOCATED WITHIN THE ANTIOCH REDEVELOPMENT PROJECT AREA NO. 1**

**REVISED NOTICE OF ADOPTION OF THE
REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT AREA NO. 1**

NOTICE IS HEREBY GIVEN, in compliance with Section 33373(c) of the California Health and Safety Code which became effective January 1, 2007, that the City Council of the City of Antioch, California ("City Council") adopted Ordinance No. 290 C.S. on July 15, 1975, as amended, approving and adopting the Redevelopment Plan for the Antioch Project Area No. 1 (the "Redevelopment Plan"). The Antioch Development Agency ("Agency") is vested with the responsibility to carry out the Redevelopment Plan.

A legal description of the boundaries of Project Area No. 1 is attached hereto as Exhibit A and incorporated herein by reference and a copy of the Redevelopment Plan may be obtained from the Agency.

Proceedings for the redevelopment of Project Area No. 1, as contemplated by the Redevelopment Plan have been instituted under the California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*).

AGENCY'S EMINENT DOMAIN AUTHORITY. Sections 104, 105 and 701 of the Redevelopment Plan provides as follows:

When the Agency exercises its power of eminent domain, it shall be exercised within the following limitations:

The Redevelopment Plan may be amended by means of the procedures established in Section 33354.6 and/or Sections 33450-33458 of the Community Redevelopment Law or by any other procedure hereafter established by law; however, the Redevelopment Plan may not be

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amended to provide for the acquisition by eminent domain on any property zoned for residential uses as of the date the ordinance adopting the third amendment to the Plan becomes effective.

It is in the public interest and is necessary in order to eliminate the conditions requiring redevelopment and in order to execute this Plan for the power of eminent domain to be employed by the Agency to acquire real property in the Project Area which cannot be acquired by gift, devise, exchange, purchase, or any other lawful method. Eminent Domain proceedings, if used, must be commenced within twelve (12) years from the date the ordinance adopting the third amendment to the Plan becomes effective (or by October 26, 2011). This time limit for commencement of eminent domain proceedings may be extended only by amendment of the Plan.

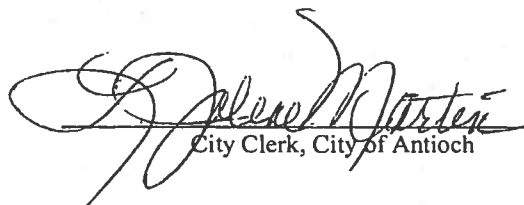
The Agency shall not acquire by eminent domain real property zoned for residential uses as of the date the ordinance adopting the third amendment to the Plan becomes effective.

It is the policy of the Agency to encourage the participation of property owners and businesses within the Project Area. Accordingly, the Agency has adopted Rules Governing Participation by, and the Extension of Reasonable Preferences to, Property Owners and Tenants in Project Area No. 1, which extend reasonable preferences to property owners and tenants in the Project Area, to participate in the redevelopment of the Project Area. The power of eminent domain shall not be exercised except in compliance with the rules and procedures set forth therein, as amended from time to time.

Generally, personal property shall not be acquired. However, where necessary in the execution of the Redevelopment Plan, the Agency is authorized to acquire personal property in the Project Area by any lawful means.

Filed for recordation with the County Recorder of Contra Costa County by order of the City Council of the City of Antioch, California.

Dated: June 21, 2007.


City Clerk, City of Antioch

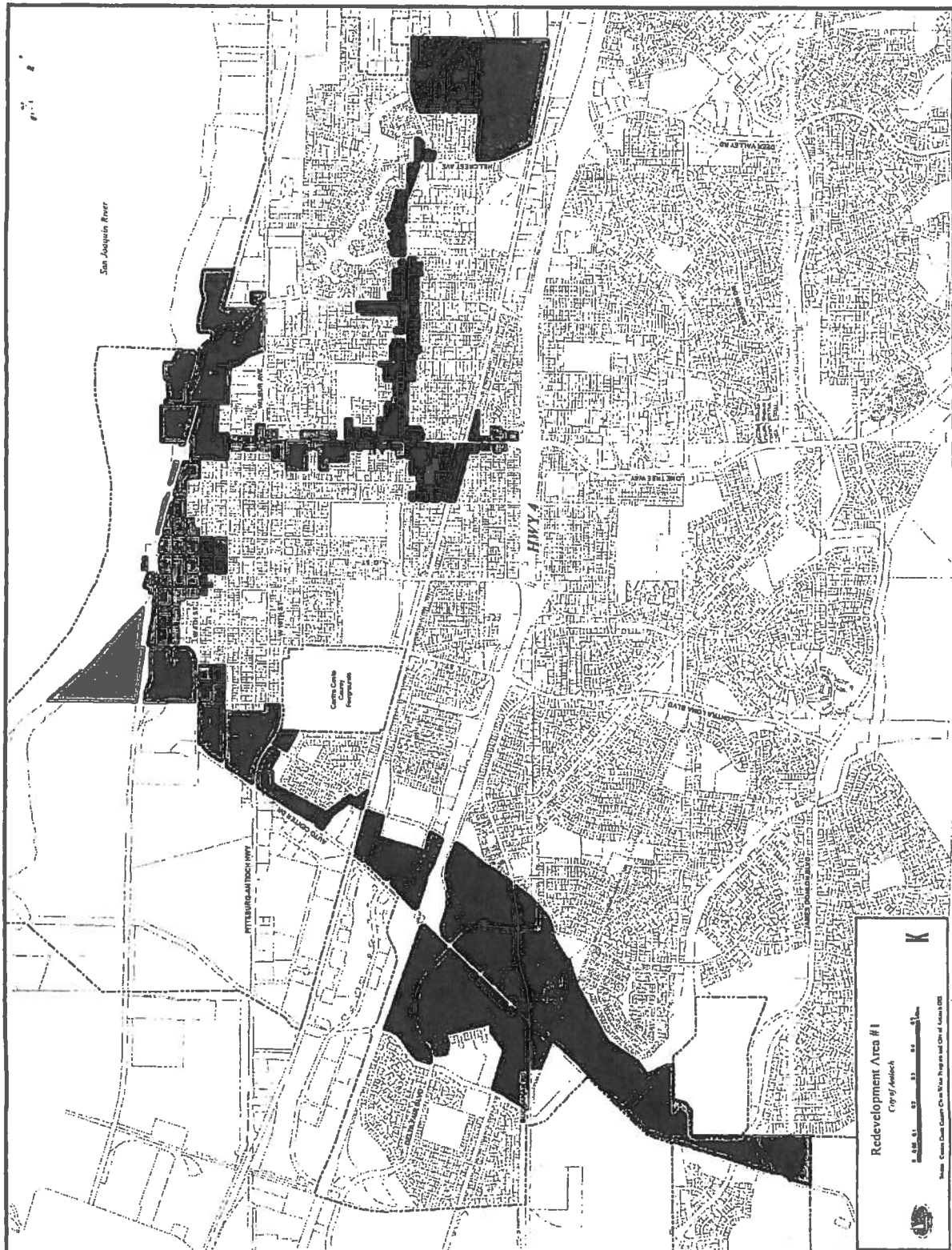
Attachment: Legal Description

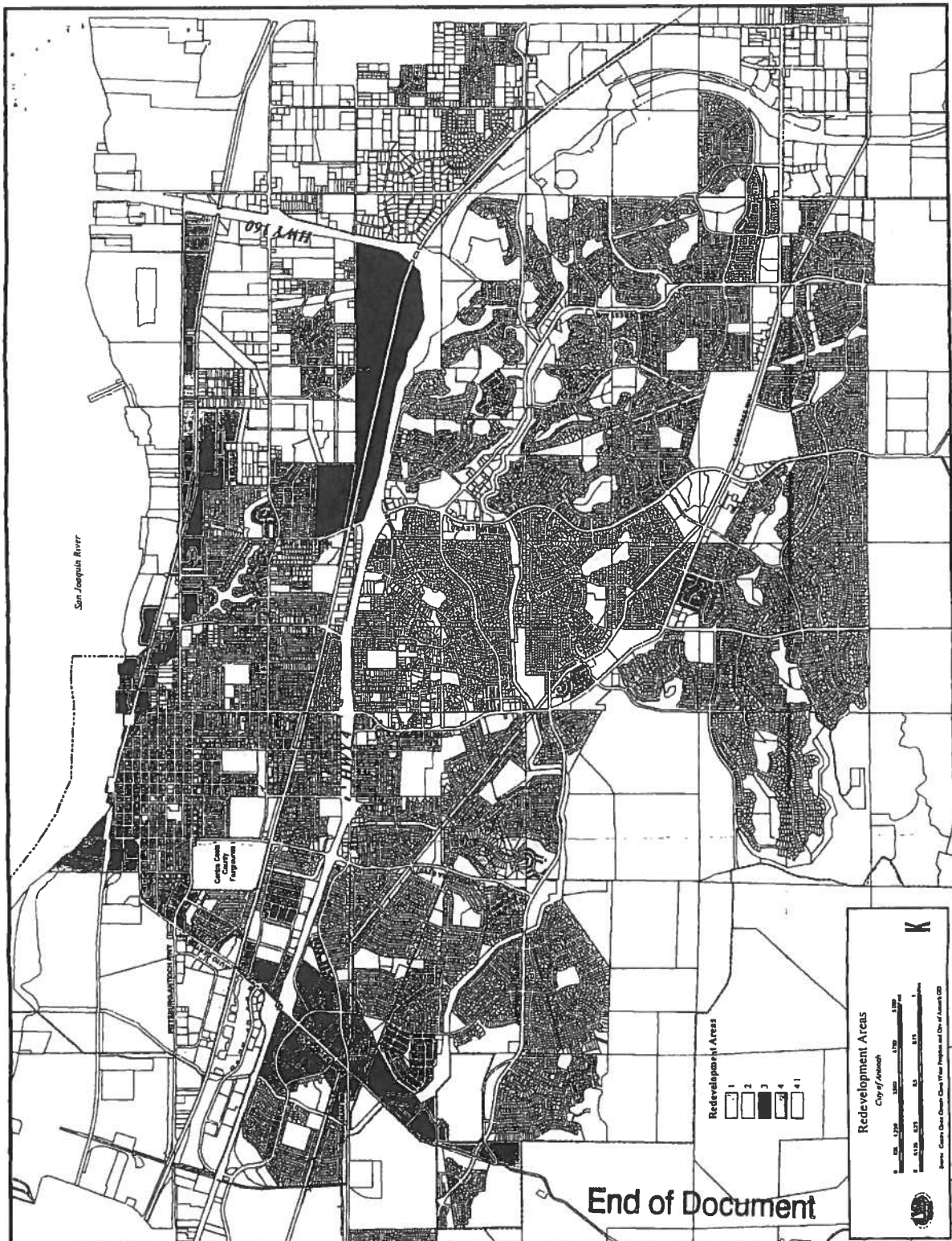
EXHIBIT A

LEGAL DESCRIPTION OF PROJECT AREA NO. 1

Exhibit A

1017001v1 21132/0001





5. Exception_04_83_52080

Recorded at Request of:
City of Antioch
When Recorded Mail to:
WILLIAM R. GALSTAN
City Attorney
P.O. Box 130
Antioch CA 94509-0504

APR 27 1983
83 52080

RECORDED AT REQUEST OF
City of Antioch
APR 27 1983
AT 10 O'CLOCK A.M.
CONTRA COSTA COUNTY RECORDS
J. R. OLSSON
COUNTY RECORDER
G.F.F.

ACQUISITION AND DEVELOPMENT AGREEMENT
FEES

THIS AGREEMENT is made and entered into at Antioch, California, as of the 12 day April, 1983, by and between the ANTIOCH DEVELOPMENT AGENCY, a public body, corporate and politic, ("AGENCY") and JAMES P. GREEN, DONALD FRENCH, LEE KELLER and DONALD STILES ("REDEVELOPERS").

1225-907

RECEIPTS

1. REDEVELOPERS own a square block of property bounded by "H", 3rd, "I" and 4th Streets in the City of Antioch. Upon this property is located a 10,000-square foot, brick building, known as the "Showboat" building. Also located on the property are four single family dwellings and a 800-square foot commercial building presently being used as a dog grooming business.

2. The Showboat building has historical and architectural significance and is represented as being suitable for rehabilitation. The building has been vacant for several years. While it is in a good state of repair, modifications are needed, along with interior renovation, to return the building to commercial use. REDEVELOPERS desire to renovate the building for full commercial use.

3. The four dwelling structures are in dilapidated condition and do not meet Code requirements, and are a source of blight for the downtown Antioch area.

4. The small commercial building presently used as a dog grooming business is in a good state of repair and houses a viable business.

5. The AGENCY desires to encourage the renovation of the Showboat building, to remove the blighted dwelling structures, and to construct a public parking lot on the site to provide additional parking needed in the downtown area. To this end, the AGENCY desires to acquire five parcels of land totalling 30,000 square feet, described on EXHIBIT "A" and depicted as "Parcels 002, 003, 004, 005 and 007" on EXHIBIT "B", attached hereto, which parcels contain the dwellings and the dog grooming store.

6. This acquisition will allow AGENCY to provide public parking in the downtown area and allow REDEVELOPERS to obtain financing for the rehabilitation of the Showboat project.

ARTICLE I

SUBJECT OF AGREEMENT

1.01. Purpose of the Agreement. The purpose of this Agreement is to provide for the rehabilitation by REDEVELOPERS of the Showboat structure, which is located on "Parcel 006" as described and depicted on EXHIBITS "A" and "B" attached hereto, and to provide for a public parking lot on Parcels 002, 003, 004, 005 and 007 as described and depicted on the exhibits.

11275-909

1.02. Site Plan and Scope of Development.

REDEVELOPERS have heretofore caused to be prepared a Site Plan for development of the Showboat site, which includes plans and renderings of the exterior and interior of the Showboat building and associated exterior landscaping and signage. Such plans are on file in the AGENCY's office of Development Services. It is the intention of the parties that the Showboat building and site shall be rehabilitated and developed substantially in accordance with the Site Plan and within a timetable to be established pursuant to the Schedule of Performance which is part of this Agreement.

1.03. Status of Redevelopers. The qualifications

and identity of REDEVELOPERS are of particular importance to the AGENCY. No voluntary or involuntary successor in interest of REDEVELOPERS shall acquire any rights or powers under this Agreement except as expressly set forth herein. Except as provided below or in other sections of this Agreement, REDEVELOPERS shall not assign all or any part of this Agreement or its rights hereunder without the prior written approval of AGENCY. REDEVELOPERS shall promptly notify the AGENCY of any and all changes whatsoever in the identity of the parties. The restrictions of this section shall terminate upon issuance by the AGENCY of Certificate of Completion for the Showboat project and REDEVELOPERS' completion of all obligations and duties under this Agreement.

11225-910

ARTICLE I

ACQUISITION OF THE PROJECT SITE

2.01. Acquisition Agreement. Within fifteen (15) days after execution of this Agreement, the parties shall open an Escrow Account. Said escrow shall close within 60 days of opening. Failure to comply with this requirement shall render this Agreement null and void.

2.02. Obligations of REDEVELOPERS. REDEVELOPERS shall deliver to AGENCY fee title absolute to parcels 002, 003, 004, 005 and 007, free and clear of any and all liens, encumbrances, assessments, and taxes. This obligation is conditioned upon REDEVELOPERS being able to secure from the mortgage holders free and clear title. REDEVELOPERS will use their best reasonable efforts to do so. Upon failure to do so prior to close of escrow, this Agreement shall become null and void.

2.03. Obligations of AGENCY. AGENCY shall pay into escrow the sum of One Hundred Eighty-eight Thousand and No/100ths (\$188,000.00) Dollars for the property. It shall also pay all escrow and any recording fees incurred in this transaction, and the premium for title insurance. It is understood that pest and structural reports for the structures are waived by the AGENCY.

2.04. Leasehold Conveyance. AGENCY shall succeed to the lease or rental agreements previously held by

11225-911

REDEVELOPERS for the dog grooming business located on Parcel 002.

2.05. Closing of Escrow. AGENCY and REDEVELOPERS shall each deposit such other instruments and funds as are necessary to close escrow and complete the sale and purchase in accordance with the terms of this Agreement.

2.06. Title Regarding Parcels. Upon closing of escrow, REDEVELOPERS shall deliver to AGENCY a title report showing title in fee simple absolute vested in REDEVELOPERS for Parcel 006, free of any liens, encumbrances or assessments except for taxes.

2.07. Land Use Regulations. AGENCY warrants that the Antioch Redevelopment Plan and City zoning for Parcel 006 permits development of said parcel as contemplated by REDEVELOPERS in the Site Plan. AGENCY also warrants that it has published, pursuant to Section 410 of the Redevelopment Plan, a notice of consideration of this Agreement.

ARTICLE III

DEVELOPMENT OF THE PROJECT SITE

3.01. Scope of Development. The Showboat project, also sometimes referred to as "the project", shall be developed in accordance with the Site Plan and plans on file with the AGENCY.

3.02. Approval of Plans. All building, landscape, site and sign plans shall be subject to review and approval

of the AGENCY. The project shall be executed so that landscaping, design and sidewalk treatment is compatible with the City Hall complex across the street, as well as with the design guidelines being developed for the downtown area by AGENCY's consultants.

1125-912

3.03. Schedule of Performance. REDEVELOPERS shall within five months proceed with the structural and design improvements necessary for the Showboat project, and shall complete all improvements within eighteen (18) months from the date that escrow closes. Completion shall mean that all rehabilitation work contemplated by the Site Plan and accompanying plans has been completed, and that the Showboat is ready for commercial occupancy. The time for completion of exterior landscaping may be extended with the consent of the AGENCY.

3.04. Prohibition Against Transfer. Prior to recordation of a Certificate of Completion with respect to the project, REDEVELOPERS shall not make any total or partial sale, transfer, or conveyance of the whole or any part of Parcel 006 or of the Showboat structure. This prohibition shall not apply subsequent to the issuance of the Certificate of Completion by AGENCY.

3.05. Security Interest in Parcel 006. The timely reconstruction and rehabilitation of the Showboat project is a critical importance, and the reason for this Agreement. If REDEVELOPERS fail to comply with the Schedule of Performance,

then they shall be obligated to convey to AGENCY Parcel 006, along with the Showboat building and any other fixtures. The AGENCY shall then be free to complete the project, or to package all parcels for redevelopment to other developers, according to AGENCY's discretion. Prior to REDEVELOPERS obtaining a construction loan, the AGENCY shall have a first position ahead of other creditors in Parcel 006. REDEVELOPERS shall not take out any loan with Parcel 006 as security except loans for the renovation of the Showboat building.

125 913

3.06. Certificate of Completion. Promptly after construction of all improvements and rehabilitation work to be accomplished by REDEVELOPERS, AGENCY shall furnish REDEVELOPERS with a Certificate of Completion acknowledging that such work has been done in accordance with the terms of this Agreement.

ARTICLE IV

USE OF THE PROJECT SITE

4.01. Authorized Uses. The project site shall be used for the purposes authorized by the Redevelopment Plan and the City's zoning ordinances.

4.02. Nondiscrimination Covenants. REDEVELOPERS covenant by and for themselves, their heirs, executors, administrators and assigns and all persons claiming under or through them, and this Agreement 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 described herein as Parcel 2, nor shall the lessee himself, 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 venduees in the premises herein described. This covenant shall run with the land in perpetuity.

ARTICLE V

DEVELOPMENT OF PARCELS 002, 003, 004, 005 and 007.

5.01. Intent of the Parties. REDEVELOPERS have contemplated a plan for the development of office and commercial facilities on all parcels, but feel that development of only Parcel 006 is feasible at this time. However, both parties wish to keep open the option of future development on the remaining parcels. AGENCY is acquiring Parcels 002, 003, 004, 005 and 007 at this time for development as a public parking lot. The AGENCY may develop a temporary facility initially so that further commercial development is not precluded.

5.02. Reacquisition and Right of First Refusal.

For a period of three years from the execution of this

Agreement, REDEVELOPERS shall have the right to acquire Parcels 002, 003, 004, 005 and 007 from AGENCY for development pursuant to the master plan. If REDEVELOPERS desire to reacquire the property, the reacquisition price shall be the then current fair market value, as determined by AGENCY's appraiser, plus the value of any improvements made by AGENCY and the value of the appraiser's services. The parties shall enter into a reacquisition agreement, specifying time for performance and other conditions. If REDEVELOPERS do not exercise these rights, they shall retain a right of first refusal if AGENCY determines to dispose of the property for further private development. Such right of first refusal will be based upon the AGENCY's determination of the value of the property at the time. None of the rights described in this section shall be available if REDEVELOPERS have defaulted with regard to this Agreement.

5.03. Time of Performance for AGENCY's

Improvements: The AGENCY, following execution of this Agreement and the closing of escrow, will make good faith efforts to proceed with development of Parcels 002, 003, 004, 005 and 007 as a temporary parking lot. The intent of the parties is that the AGENCY will have the temporary parking lot available when the Showboat project is completed and ready for occupancy. However, the demolition of structures and other work necessary for the parking facility will be dependent upon funds available to the AGENCY for such purposes.

ARTICLE VI

DEFAULTS, REMEDIES AND TERMINATION

6.01. Defaults. Any failures or delays by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or subsequent default, or of any such rights or remedies. Delays by either party in asserting any of its rights and remedies shall not deprive either party of its right to institute and maintain any legal actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

6.02. Legal Actions. In addition to any other rights or remedies, either party may institute legal action to cure, correct, or obtain any other remedy consistent with the purpose of this Agreement. The rights of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party. If legal action is pursued, the prevailing party shall be entitled to reasonable attorneys fees for the prosecution of such action.

6.03. Binding on Successors. This Agreement shall run with the land and shall be binding on the successors or assigns of the parties.

IN WITNESS WHEREOF, this agreement is executed by the ANTIOCH DEVELOPMENT AGENCY, acting by and through its

F 11225 917

Chairman, pursuant to Resolution No. ADH-52 authorizing such execution, and by the REDEVELOPERS.

ANTIOCH DEVELOPMENT AGENCY: REDEVELOPERS:

By: [Signature]
Chairman

By: [Signature]
James P. Groh

By: [Signature]
Donald French

By: [Signature]
Len Keller

By: [Signature]
Donald Stiles

APPROVED AS TO FORM:

By: [Signature]
Legal Counsel

11225 918

STATE OF CALIFORNIA

County of Contra Costa

On April 26

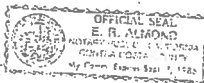
19 83

E. R. Almond

a Notary Public, before me,

in and for said State, personally appeared Donald Stiles and Lee Keller
 and proved to me on the basis of satisfactory evidence to be the person whose name S. R. R. subscribed to the within instrument, and acknowledged to me that he executed the same.

E. R. Almond
 NOTARY PUBLIC



ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

On this 27th day of April, in the year 1983, before me, Dorothy P. Marks, City Clerk of the City of Antioch, California, personally appeared Verne L. Roberts, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

WITNESSES: April 27, 19 83

Dorothy P. Marks
 DOROTHY P. MARKS, City Clerk
 Antioch City Clerk

Civil Code § 561412 (1984)

STATE OF CALIFORNIA

County of Contra Costa

On April 21

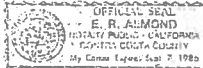
19 83

E. R. Almond

a Notary Public, before me,

in and for said State, personally appeared Donald French
 and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

E. R. Almond
 NOTARY PUBLIC



STATE OF CALIFORNIA

County of Contra Costa

On April 12

19 83

E. R. Almond

a Notary Public, before me,

in and for said State, personally appeared James P. Green
 and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

E. R. Almond
 NOTARY PUBLIC

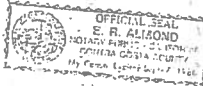


EXHIBIT "A"

ASSESSOR'S PARCEL NO. 66-061-002,
referred to as Parcel "002" in agreement:

Lot 7, Block 3, Town of Antioch, as per Maps
thereof on file in the office of the Recorder
of Contra Costa County.

ASSESSOR'S PARCEL NO. 66-061-003,
referred to as Parcel "003" in agreement:

The south 1/2 of Lots 5 and 6, Block 3, Town
of Antioch, as per Maps on file in the office
of the Recorder of Contra Costa County.

ASSESSOR'S PARCEL NO. 66-061-004,
referred to as Parcel "004" in agreement:

The south 25 feet of Lots 3 and 4 and north
1/2 of Lots 5 and 6, Block 3, Town of
Antioch, as per Maps on file in the office of
the Recorder of Contra Costa County.

ASSESSOR'S PARCEL NO. 66-061-005,
referred to as Parcel "005" in agreement:

The north 75 feet of Lots 3 and 4, Block 3,
Town of Antioch, as per Maps on file in the
office of the Recorder of Contra Costa
County.

ASSESSOR'S PARCEL NO. 66-061-006,
referred to as Parcel "006" in agreement:

Lots 1 and 2, Block 3, Town of Antioch, as
per Maps thereof on file in the office of the
Recorder of Contra Costa County.

ASSESSOR'S PARCEL NO. 66-061-007,
referred to as Parcel "007" in agreement:

Lot 8, Block 3, Town of Antioch, as per Maps
thereof on file in the office of the Recorder
of Contra Costa County.

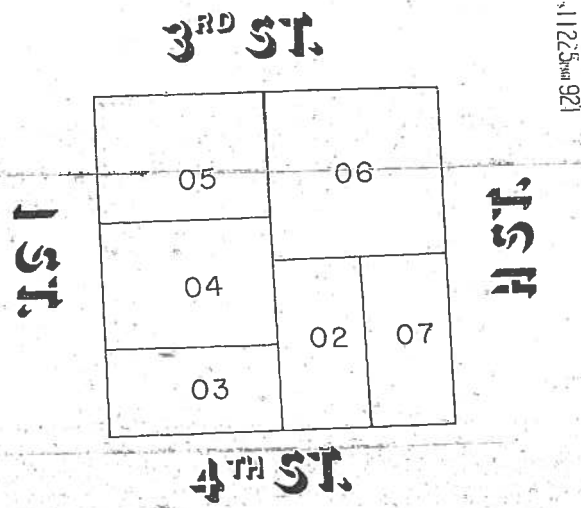
EXCEPTING THEREFROM, that portion contained
in the deed from Leroy H. Martin and Helen E.

Martin, his wife, to the City of Antioch, recorded January 29, 1876, in Book 7750, Page 78, Contra Costa County Records, described as follows:

Beginning at the southeast corner of Lot 8, Block 3, as shown on the Map of the Town of Antioch filed August 12, 1893, in the office of the Recorder of Contra Costa County, State of California, said southeast corner being the northwest corner of Fourth Street and "H" Street; thence along the east line of said Lot 8, being the west line of said "H" Street, north, 20.00 feet to a point of tangency; thence southwesterly along a ~~radius of 30.00 feet to the northwest~~ having a radius of 30.00 feet through a central angle of 90°00'00", an arc distance of 31.42 feet to a point of tangency on the south line of said Lot 8, said south line being the north line of Fourth Street; thence along said south line east, 20.00 feet to the point of beginning.

11225 MAY 9 1920

EXHIBIT B



ANTIOCH
BOOK 66 BLOCK 061



RECORDER'S MEMO:
POOR RECORD IS DUE TO
QUALITY OF ORIGINAL DOCUMENT

6. Exception_05_2011_005478900

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Antioch
City Hall
Third and H Streets
Antioch, California 94509
Attn: City Attorney

CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2011-0054789-00
Tuesday, MAR 15, 2011 10:21:33
FRE \$0.0011
Ttl Pd \$0.00 Nbr-0000865044
lrc/R9/1-8

NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE SECTION 27383

066-061-009-8

GRANT DEED

For valuable consideration, the receipt of which is hereby acknowledged,

The Antioch Development Agency, a public body, corporate and politic, of the State of California (the "Grantor"), acting to carry out redevelopment purposes pursuant to the Community Redevelopment Law of the State of California, hereby grants to the City of Antioch, a municipal corporation (the "Grantee"), the real property (the "Property") described in Attachment No. 1 attached hereto and incorporated in this Grant Deed by this reference.

1. The Property is located within the Antioch Community Redevelopment Project Area, (the "Project Area") and is subject to the Antioch Community Redevelopment Plan (the "Redevelopment Plan").
2. In accordance with the terms of the Conveyance Agreement between the Grantor and Grantee dated as of March 9, 2011 (the "Agreement"), the Grantee hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the Property in furtherance of the Redevelopment Plan.
3. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, 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 Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

In Deeds:

1096011953744.2

“(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, establish or permit any 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”

In Leases:

“(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee or any person claiming under or through the lessee, 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.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”

In Contracts:

“(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor

shall the transferee or any person claiming under or through the transferee 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 of the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

4. The covenant contained in Section 2 regarding the use of the Property shall remain in effect until the expiration of the effectiveness of the Redevelopment Plan. The covenants contained in Section 3 regarding non-discrimination shall remain in effect in perpetuity.

5. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, and any successor in interest to the Property 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. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties 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 property 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.


6. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the rights to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

7. This Grant Deed may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.


IN WITNESS WHEREOF, the parties hereto have executed this Grant Deed as of this 14th day of March 2011.

GRANTOR:

ANTIOCH DEVELOPMENT AGENCY, a public
body, corporate and politic

By: 
James Jakel, Executive Director

CITY OF ANTIOCH, a municipal corporation

By: 
James Jakel, City Manager

ATTACHMENT NO. 1
PROPERTY DESCRIPTION

Exhibit "A" attached to deed from James P. Green, et al, to Antioch Development Agency dated 4/29/83

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

Parcel One

The north 75 feet of Lots 3 and 4, Block 3, Town of Antioch, as per maps thereof on file in the office of the Recorder of Contra Costa County.

Parcel Two

Lot 7, Block 3, Town of Antioch, as per maps thereof on file in the office of the Recorder of Contra Costa County.

Parcel Three

Lot 8, Block 3, Town of Antioch, as per maps thereof on file in the office of the Recorder of Contra Costa County.

EXCEPTING FROM PARCEL THREE: The parcel of land described in the deed to the City of Antioch, recorded January 29, 1976, Book 7750, Official Records, page 78.

Parcel Four

The south 25 feet of Lots 3 and 4 and the north 1/2 of Lots 5 and 6, Block 3, Town of Antioch, as per maps thereof on file in the office of the Recorder of the County of Contra Costa.

Parcel Five

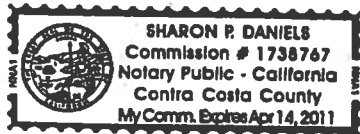
The south 1/2 of Lots 5 and 6, Block 3, Town of Antioch, as per maps thereof on file in the office of the Recorder of Contra Costa County.

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James Jake, 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.



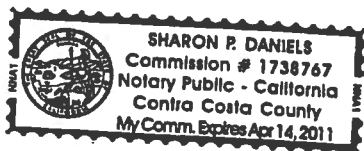
Sharon P. Daniels
Notary Public

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James Jake, 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.

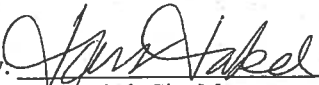


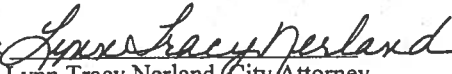
Sharon P. Daniels
Notary Public

**CERTIFICATE OF ACCEPTANCE
(Pursuant to Government Code 27281)**

This is to certify that the interest in real property conveyed by the Grant Deed from the Antioch Development Agency, dated March 14, 2011 to the City of Antioch, a municipal corporation (the "City"), is hereby accepted on March 14, 2011, by the undersigned officer or agent on behalf of the City pursuant to authority conferred by resolution of the City Council adopted on March 8, 2011, and the City Council consents to the recordation of said document in the Office of the Recorder of Contra Costa, State of California.

Dated: March 14, 2011

By: 
James Jakel, City Manager

By: 
Lynn Tracy Nerland, City Attorney

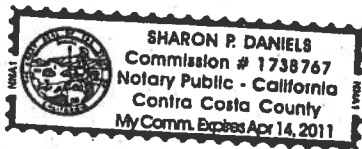
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James J. Keel, 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.



Sharon P. Daniels
Notary Public

STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared Lynn Tracy Neuhard, 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.



Sharon P. Daniels
Notary Public

END OF DOCUMENT

map may or may not be a survey of the land depicted hereon. First, an owner expressly disclaims any liability for loss of damage which may result from reliance on this map either in the extent coverage for such loss of damage or in the extent, provided by the terms and provisions of the servitude, of any policy, if any, to which this map is attached.

F-22

TOWN OF ANTIOCH

TRACT 7004-1981-

125PM25 3/13/87

1345130
C7WJ071
120FMCJ
167717

2-131PM30 1/6/85
J-200PM43 7/18/07 (300 YR STREET COMMODITIES)
CCAR# 07-021284 7/23/07

07

80

60

THIRD

15

FOURTH

15

13

14

200
PMA3

150

150

NOTE: THIS MAP WAS PREPARED FOR ASSIGNMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DECLARED HEREON. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.

MAR 12 2008
PG REDRAIN 1/4/94
ASSESSOR'S MAP
BOOK 66 PAGE 6
CONTRA COSTA COUNTY,CALIF.

Description: Contra Costa, CA Parcel Map 126.25 Page: 1 of 2
Order: Stuff Comment:

BY: Joe Keller
JOE KELLER, CHAIRMAN
ANTIOCH DEVELOPMENT AGENCY

[illegible]

NATIONAL ASSOCIATION OF BROADCASTERS
 1900 M STREET, N.W.
 WASHINGTON, D.C. 20036
 (202) 462-6000
 FAX (202) 462-6001
 On Internet: <http://www.nab.org>

FRANZEN'S CERTIFICATE

I CERTIFY THAT THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE COMMISSION OF ANTI-CORRUPTION INVESTIGATION AT THE REQUEST OF ANTI-CORRUPTION REDEVELOPMENT AGENCY IN SEPTEMBER, 1968. I MERRY GARY THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN AND THAT THE NUMBERS ARE OF THE CHARACTER AND OCCUPY THE SAME AREA AS THE SURVEY MADE BY THE ANTI-CORRUPTION REDEVELOPMENT AGENCY WILL BE SET PRIOR TO BEGINNING THE SURVEY. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED 00 CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

Robert M. DUCHI 12/20/85
N.C.C. #79123
EXPIRATION DATE: 3/31/87

CITY ENGINEER'S CERTIFICATE
THIS MAP CONFORMS WITH THE REQUIREMENTS OF THE SUBDIVISION MAP
ACT AND LOCAL ORDINANCE.

DATE 7-31-66

CLERK OF THE BOARD OF SUPERVISORS CERTIFICATE
I CERTIFY AS CHECKED BELOW, THAT:

☐ A TAX BOND ASSURING PAYMENT OF ALL TAXES WHICH ARE NOW ON FILE, AND NOT YET PAYABLE, WAS RECEIVED AND FILED WITH THE BOARD OF SUPERVISORS, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA.

☒ ALL TAXES DUE HAVE BEEN PAID, AS CERTIFIED BY THE COUNTY REDEMPTION OFFICER.

DATE: 2-9-87

CLERK OF THE BOARD OF SUPERVISORS
AND COUNTY ADMINISTRATOR OF CONTRA
COSTA COUNTY.

871 *S. Hall*
DEPUTY CLERK

RECORDER'S CERTIFICATE #87-33194
FILED THIS 12th DAY OF February, 1987, AT 11 A.M. IN BOOK
126 ON PAPER MAPS, AT THE REQUEST OF
Lawrence J. H. [Signature]

BY: [Signature]
J.B. OLLESON
COUNTY RECORDER

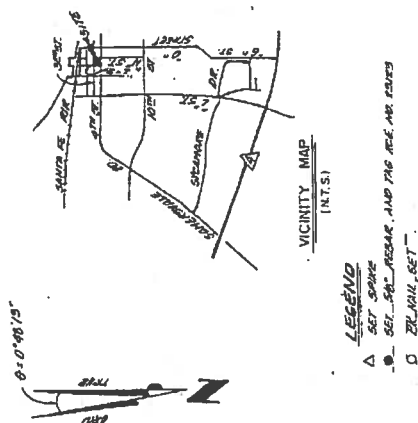
SHEET 1 of 2

2-12-87 11 AM 126-25

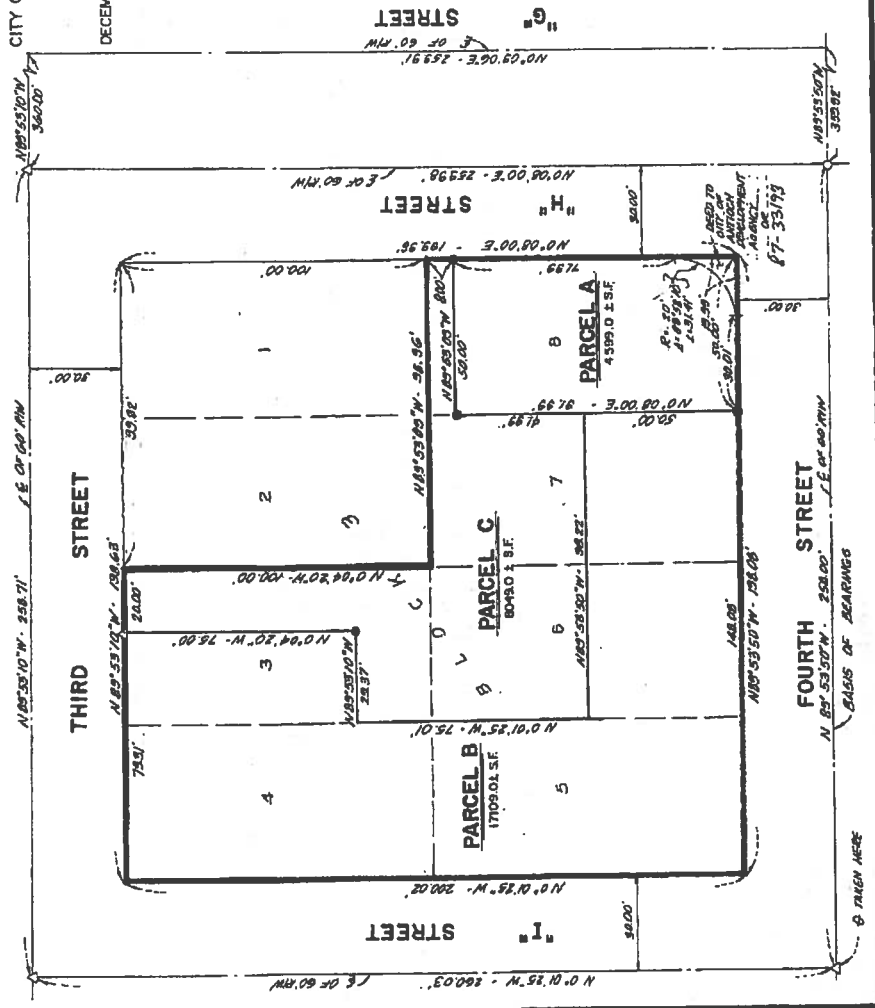
PARCEL MAP MS-19-86
LOTS 3-8, PORTION OF BLOCK 3
"MAP OF THE TOWN OF ANTIOCH"
 (ON FILE IN THE OFFICE OF THE RECORDER OF CONTRA COSTA COUNTY)
 CITY OF ANTIOCH, CONTRA COSTA COUNTY, CALIFORNIA
 DK ASSOCIATES
 CIVIL ENGINEERING-SURVEYING
 1911 SAN MIGUEL DR. STE. 203
 WALNUT CREEK, CA.

DECEMBER, 1986
 SCALE: 1" = 20'

126 PM 26



BASIS OF BEARINGS
 CENTERLINE OF FOURTH STREET WAS ESTABLISHED
 BY SPLITTING EXISTING CURVES. CENTERLINE BEARING
 N 89°53'50\"/>



SHEET 2 of 2

126 - 26

Description: Contra Costa, CA Parcel Map 126.25 Page: 2 of 2
 Order: Stuff Comment:

map may or may not be a survey of the land depicted herein. First American expressly disclaims any liability for loss of damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the applicable policy, if any, to which this map is attached.

TOWN OF ANTIOCH

~~TRACT 7004~~

1-126PM25 3/7/17

2-131PM30 V5/08

13111 M50 1000 14 STREET CONDOMINIUMS

3-ZOO-MYU 7/23/07
CCL#s 07-0211284 7/23/07

F-22

1:50'

THIRD

15

FOURTH

15

13

(1A)

200
PM43

190

062

MAP 46194

PG REDRAWN
ASSESSOR

9.2008

BOOK 65 PAGE 5

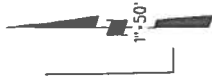
MAR 1

CONTRA COSTA COUNTY, CALIF.

NOTE THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DELINEATED HEREON. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.

9. PLAT/SURVEY

F-22



TOWN OF ANTIOCH

~~TRACT 7004~~ 07-08-03-04-05-06-07-08-09-10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-100

1-126PM25 7/12/87

2-131PM30 1/6/88

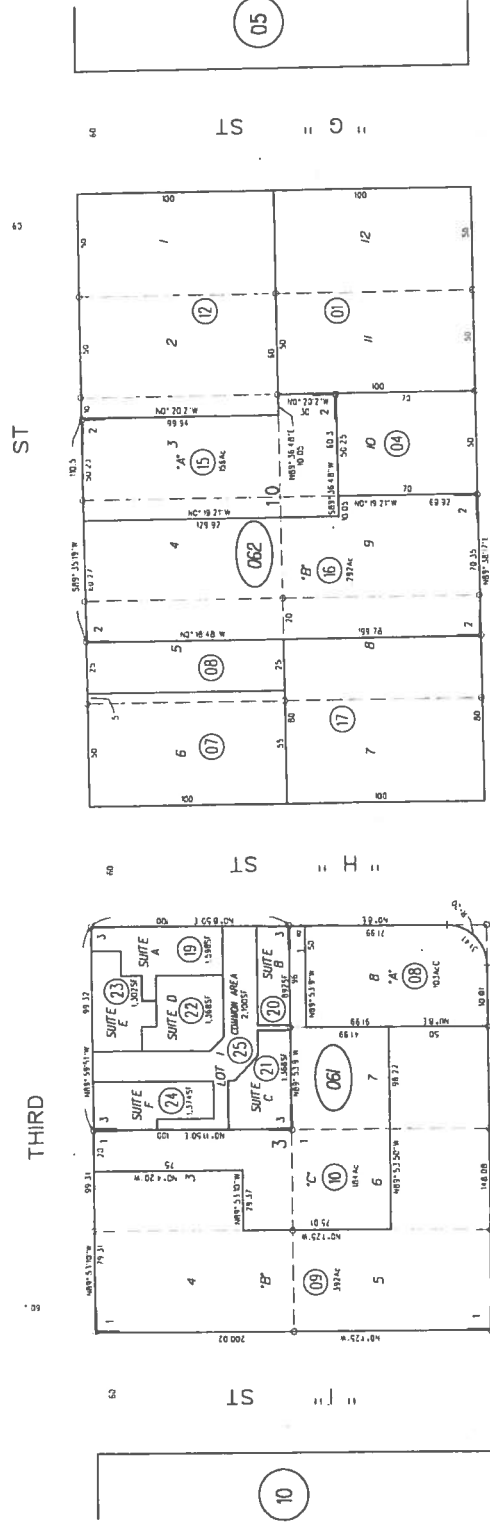
3-200PM43 7/16/07 (300'-4\"/>

CCORs 07-021084 7/23/07

07

08

09



05

15

11

10

ST

FOURTH

14

13

061 062 063 064 065 066 067 068 069 070 071 072 073 074 075 076 077 078 079 080 081 082 083 084 085 086 087 088 089 090 091 092 093 094 095 096 097 098 099 100

PC RE-DRAWN 1/4/94
ASSESSOR'S MAP
BOOK 66 PAGE 6
CONTRA COSTA COUNTY, CALIF.

NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE ASSessor'S OFFICE DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE ASSessor'S OFFICE DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE ASSessor'S OFFICE DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

Property Detail

Contra Costa, CA GUS KRAMER, ASSESSOR

Parcel # (APN): **066-061-010-6**Use Description: **GOVERNMENT**

Parcel Status:

Owner Name: **ANTIOCH CITY OF**Mailing Address: **PO BOX 5007 ANTIOCH CA 94509-5007**Situs Address: **3RD ST ANTIOCH CA 94509**

Legal

Description: **PCL MAP 126 PG 25 PCL C****ASSESSMENT**Total Value: **\$126,496**Use Code: **79**

Zoning:

Land Value: **\$126,496**Tax Rate Area: **001144**

Census Tract:

Impr Value:

Year Assd: **2011**

Improve Type:

Other Value:

Property Tax:

Price/SqFt:

% Improved

Delinquent Yr

Exempt Amt:

HO Exempt?: **N****SALES HISTORY**

	<u>Sale 1</u>	<u>Sale 2</u>	<u>Sale 3</u>	<u>Transfer</u>
Recording Date:	03/15/2011	05/06/1983		03/15/2011
Recorded Doc #:	54788	11240-869		54788
Recorded Doc Type:				
Transfer Amount:				
Sale 1 Seller (Grantor):				
1st Trst Dd Amt:		Code1:	2nd Trst Dd Amt:	Code2:

PROPERTY CHARACTERISTICSLot Acres: **0.184**

Year Built:

Fireplace:

Lot SqFt: **8,015**

Effective Yr:

A/C:

Bldg/Liv Area:

Heating:

Units:

Total Rooms:

Pool:

Buildings:

Bedrooms:

Stories:

Baths (Full):

Park Type:

Style:

Baths (Half):

Spaces:

Construct:

Site Inflnce:

Quality:

Garage SqFt:

Building Class:

Timber Preserve:

Condition:

Ag Preserve:

Other Rooms:

1. Preliminary Report - CA

CLTA Preliminary Report Form
(Rev. 11/06)

Order Number: 0714-3761833
Page Number: 1



First American Title

First American Title Company

191 Sand Creek Road, Suite 50
Brentwood, CA 94513

Escrow Officer: Stacey Barrack
Phone: (925)240-9901
Fax No.: (866)407-2081
E-Mail: sbarrack@firstam.com

E-Mail Loan Documents to: BrentwoodEDocs@firstam.com
Property: 3rd Street
Antioch, CA

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

First American Title

Dated as of May 19, 2011 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

To Be Determined

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

City of Antioch, a municipal corporation

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A fee.

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2011-2012, a lien not yet due or payable.
2. General and special taxes and assessments for the fiscal year 2010-2011 are exempt.
3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
4. The fact that the land lies within the boundaries of the Antioch Redevelopment Project Area No. 1, as disclosed by the document recorded August 01, 1975 as Book 7581, Page 986, Instrument No. 75-69311 of Official Records.

Document(s) declaring modifications thereof recorded November 01, 1999 as Instrument No. 1999-289937 of Official Records.

Document(s) declaring modifications thereof recorded July 03, 2007 as Instrument No. 2007-192911 of Official Records.

5. The terms and provisions contained in the document entitled "Acquisition and Development Agreement" recorded April 27, 1983 as Instrument No. 83-52080 of Official Records.
6. The terms and provisions contained in the document entitled "Disposition and Development Agreement" recorded March 06, 1987 as Instrument No. 87-49916 of Official Records.

First American Title

Order Number: **0714-3761833**
Page Number: 5

WIRING INSTRUCTIONS

PAYABLE TO: FIRST AMERICAN TITLE COMPANY
BANK: First American Trust, FSB
ADDRESS: 5 First American Way, Santa Ana, CA 92707
ACCOUNT NO: 3004780000
ROUTING NUMBER: 122241255

PLEASE REFERENCE THE FOLLOWING:

CUSTOMER NAME:

FILE NUMBER: 0714-3761833 (SB)
ATTENTION: STACEY BARRACK

PLEASE USE THE ABOVE INFORMATION WHEN WIRING FUNDS TO **FIRST AMERICAN TITLE COMPANY. FUNDS MUST BE WIRED FROM A UNITED STATES BANK.** PLEASE NOTIFY **STACEY BARRACK** AT (925)240-9901 OR sbarrack@firstam.com WHEN YOU HAVE TRANSMITTED YOUR WIRE. FAX NUMBER: (866)407-2081

FIRST AMERICAN TRUST CONTACT INFO: Banking Services 1-877-600-9473

**ALL WIRES WILL BE RETURNED IF THE FILE NUMBER
AND/OR NAME(S) ARE NOT INCLUDED**

First American Title

Order Number: **0714-3761833**
Page Number: 6

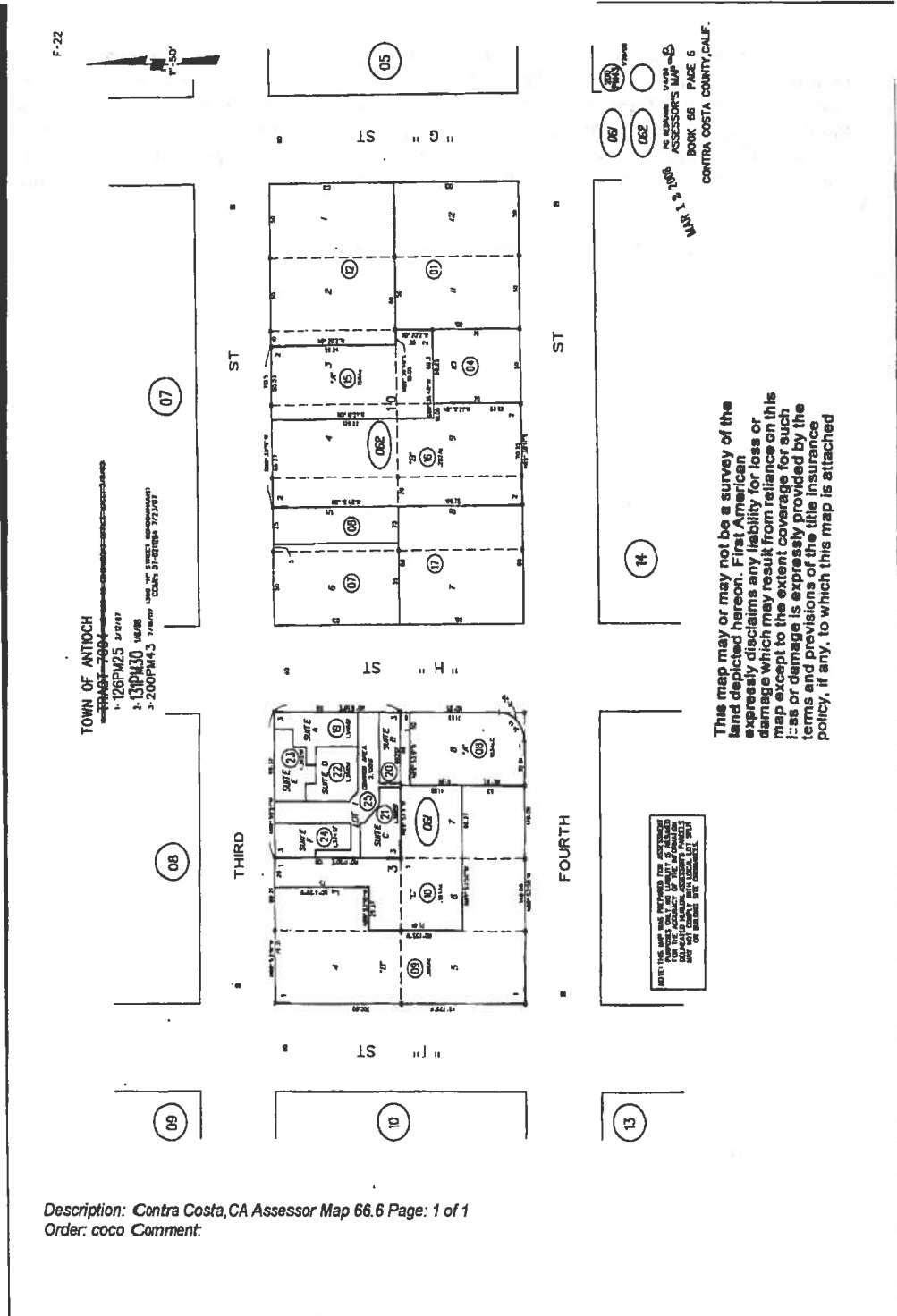
LEGAL DESCRIPTION

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

PARCEL C, AS SHOWN ON THE PARCEL MAP FILED FOR RECORD ON FEBRUARY 12, 1987 IN BOOK 126 OF PARCEL MAPS, AT PAGE 25, CONTRA COSTA COUNTY RECORDS.

APN: 066-061-010

First American Title



Description: Contra Costa, CA Assessor Map 66.6 Page: 1 of 1
Order: coco Comment:

This map may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached

NOTE: THIS MAP WAS PREPARED FOR THE ASSessor'S OFFICE AND IS NOT A SURVEY. IT IS NOT TO BE USED FOR ANY OTHER PURPOSE. ANY REliance ON THIS MAP IS AT THE USER'S RISK.

NOTICE

First American Title

Order Number: **0714-3761833**
Page Number: 8

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

If you have any questions about the effect of this new law, please contact your local First American Office for more details.

First American Title

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy; or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

First American Title

**3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant, (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

**5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

First American Title

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy;
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy); or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
(i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
(ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
(iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
(a) to timely record the instrument of transfer; or
(b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance

- resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
 3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
 4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**10. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL
TITLE INSURANCE POLICY - 1987
EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

* land use	* land division
* improvements on the land	* environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
 - * a notice of exercising the right appears in the public records on the Policy Date
 - * the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.
3. Title Risks:
 - * that are created, allowed, or agreed to by you
 - * that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
 - * that result in no loss to you
 - * that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - * to any land outside the area specifically described and referred to in Item 3 of Schedule A, or
 - * in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

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11. EAGLE PROTECTION OWNER'S POLICY**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 2008
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 2008**

Covered Risks 16 (Subdivision Law Violation), 18 (Building Permit), 19 (Zoning) and 21 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building
 - b. zoning
 - c. land use
 - d. improvements on the land
 - e. land division
 - f. environmental protectionThis Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

12. THIRD GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (1/01/08)**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions, or location of any improvement erected on the Land; (iii) the subdivision of land; or (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

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- (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing business laws of the state where the Land is situated.
 - 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
 - 6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
 - 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
 - 8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

13. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
- 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
- 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

14. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006

WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 13 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

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1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the Issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

**15. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

**16. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 15 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

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Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

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2. Exception_04_69311

AUG - 1 1975 7581 13 986
69311 RECEIVED AT REQUEST OF
City of Antioch

AUG - 1 1975
AT 4:30 O'CLOCK P. M.
CONTRA COSTA COUNTY RECORDS
J. R. OLSSON
COUNTY RECORDER
FEE 0.80

NOTICE

PLEASE TAKE NOTICE THAT THE CITY OF ANTIOCH AND THE ANTIOCH DEVELOPMENT AGENCY HAVE INSTITUTED PROCEEDINGS PURSUANT TO THE CALIFORNIA REDEVELOPMENT LAW (SECTION 33000 ET SEQ. OF THE HEALTH & SAFETY CODE) FOR THE REDEVELOPMENT OF THE ANTIOCH DEVELOPMENT AGENCY PROJECT AREA. SAID PROJECT AREA IS MORE PARTICULARLY DESCRIBED IN THE EXHIBIT MARKED EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

ATTEST:

SEAL AFFIXED

Dorothy P. Marks
Dorothy P. Marks, Secretary
Antioch Development Agency

EXHIBIT "A"PROJECT AREA
BOUNDARY DESCRIPTION

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Beginning at the most northerly boundary corner of the City of Antioch; thence generally south along the West boundary to a point on the north line of State Highway 4 and its intersection with the east line of the Los Medanos Wasteway; thence southerly along said east line to the south line of Delta Fair Boulevard; thence easterly along said south line to the northwest corner of Parcel 74-123-04; thence southerly and easterly along the west and south boundaries of said parcel to the west line of Fairview Drive; thence southerly along said west line to the north line of Parcel 74-123-05; thence westerly along said north line to the north line of a 100 foot East Bay Municipal Utility District right-of-way; thence westerly along said north line to the east line of said Los Medanos Wasteway; thence southerly along said east line to the south line of Buchanan Road; thence easterly along said south line to the northwest corner of Parcel 75-010-07; thence southerly and easterly along south and west boundaries of said parcel to the center line of Somersville Road; thence southerly along said center line to a point on the southwest line of the Contra Costa Canal, said point being on the boundary of the City of Antioch; thence southerly, easterly, and northerly along said boundary to said southwest line of the Contra Costa Canal; thence northerly along said southwest line to the east line of Markley Creek; thence northeasterly along said east line to the west line of Parcel 76-030-068; thence southerly, easterly, and northerly along the west, south, and east boundary lines of said parcel to the east line of Markley Creek; thence northeasterly along said east line to the north line of Mahogany Way; thence westerly along said north line to the southwest corner of Parcel 74-370-008; thence northerly along the west line of said parcel to the south line of Sycamore Drive; thence easterly along said south line to the northeast corner of said Parcel 74-370-008; thence northerly across Sycamore Drive and along the east boundary of Parcel 74-370-004 to the south line of the Southern Pacific Railroad; thence easterly along the Southern Pacific Railroad to a point which is south of the southwest corner of Parcel 74-321-002; thence northwesterly along the south line of Fairview Terrace subdivision to the southeast corner of Parcel 74-160-003; thence along the southeast boundary of said parcel to the north line of West 18th Street; thence along said north line to the southeast corner of Parcel 74-171-003; thence along the west line of the Fairview Terrace subdivision to a point on the south line of Parcel 74-160-001; thence easterly along the north line of Parcel 74-160-008 and Parcel 74-334-027 to the northeast corner of said Parcel 74-334-027; thence north along the east line of Parcel 74-334-026 and Parcel 74-334-015 to the south line of 10th Street; thence easterly along the south line of 10th Street to the west line of Parcel 67-021-001; thence southerly and easterly along the boundary of said parcel and Parcel 67-021-002 and across "L" Street to the east line; thence south to the southwest corner of Parcel 67-022-002; thence easterly along the north line of Loma Lane to the east line of "H" Street; thence northerly to the northwest corner of Parcel 67-050-016; thence easterly to the east line of "G" Street; thence southerly to the southwest corner of Parcel 67-060-001; thence easterly and northerly along said boundary to the south line of 10th Street; thence westerly to a point which is south of the

3/19/75

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southeast corner of Parcel 66-207-014; thence northerly along the east line of Parcel 66-207-014 and 66-207-008 to the south line of 9th Street; thence west to the east line of "G" Street; thence northerly to the northwest corner of Parcel 66-203-014; thence westerly to the west line of "H" Street; thence southerly to the southeast corner of Parcel 66-205-008; thence westerly to the southeast corner of Parcel 66-217-007; thence along the boundary of said parcel northerly and westerly to the west line of "L" Street; thence southerly to the north line of 10th Street; thence westerly to the west line of "O" Street; thence northerly along "O" Street to the northeast corner of Parcel 74-130-043; thence westerly 150 feet; thence northerly to the south line of 6th Street; thence east to the east line of "H" Street; thence north to the south line of 4th Street; thence east to the east line of "L" Street; thence north to the northwest corner of Parcel 66-103-008; thence easterly to the southwest corner of Parcel 66-092-012; thence southerly to the south line of 3rd Street; thence easterly to the northeast corner of Parcel 66-107-009; thence south to the south line of Fourth Street; thence east to the northeast corner of Parcel 66-133-010; thence south to the southeast corner thereof; thence easterly to the east line of "I" Street to the west line of Parcel 66-141-006; thence southerly, easterly, and northerly along the west, south, and east boundary of said parcel to the northwest corner of parcel 66-141-005; thence easterly to the west line of "H" Street; thence southerly to the south line of 6th Street; thence easterly to the east line of "F" Street; thence northerly to the south line of 4th Street; thence easterly to the northeast corner of Parcel 66-144-009; thence northerly to the northwest corner of Parcel 66-057-004; thence easterly and along the north lines of Parcels 66-057-004, 66-057-003, 66-057-002, and 66-057-001 to the east line of "E" Street; thence northerly to the south line of 3rd Street; thence east to the west line of "C" Street; thence southerly to the south line of 4th Street; thence easterly to the west line of "B" Street; thence southerly to the south line of 6th Street; thence easterly to the northeast corner of Parcel 66-161-013; thence southerly to the north line of 8th Street; thence westerly to the southwest corner of Parcel 66-163-003; thence southerly to the north line of 9th Street; thence westerly to the west line of "B" Street; thence southerly to the north line of 10th Street; thence westerly to the southwest corner of Parcel 66-189-003; thence southerly and easterly along the boundary of Parcel 67-092-001 to the northeast corner of Parcel 67-092-003; thence southerly to the southeast corner of Parcel 67-093-016; thence westerly, southerly, and easterly along the north, west, and south boundary lines of Parcel 67-093-019 to the northwest corner of Parcel 67-102-067; thence southerly to the southwest corner of Parcel 67-102-052; thence easterly to the northeast corner of Parcel 67-102-007; thence southerly to the south side of 15th Street; thence easterly to the northeast corner of Parcel 67-103-026; thence southerly to the southeast corner thereof; thence southerly, easterly, southerly, and westerly along the eastern boundary lines of Parcel 67-103-017 to the northwest corner of Parcel 67-103-018; thence southerly to the south line of 17th Street; thence west and south along the boundary of Parcel 67-243-030 to the southwest corner thereof; thence westerly to the northwest corner of Parcel 67-243-006; thence southerly to the south line of 18th Street; thence westerly to the northwest corner of Parcel 67-246-008; thence southerly to the southwest corner thereof; thence westerly to the northeast corner of Parcel 67-262-002; thence southerly

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to the north line of 19th Street; thence westerly to the southwest corner of Parcel 67-251-004; thence northerly to the northwest corner thereof; thence westerly to the east line of "D" Street; thence southerly to the north line of 20th Street; thence easterly to the east line of "C" Street; thence northerly to the northwest corner of Parcel 67-263-004; thence easterly to the northeast corner of Parcel 67-263-001; thence southerly to the northwest corner of Parcel 67-251-010; thence easterly to the northeast corner of Parcel 67-251-009; thence southerly to the south line of 20th Street; thence easterly to the northeast corner of Parcel 67-252-007; thence southerly to the southeast corner thereof; thence westerly to the southwest corner of Parcel 67-252-001; thence northerly to the southeast corner of Parcel 67-266-007; thence westerly to the east line of "C" Street; thence north to the south line of 20th Street; thence westerly to the east line of "D" Street; thence southerly to the south line of Parcel 67-277-002; thence southeast to the northeast corner of Parcel 67-274-005; thence southerly to the south line of West Madill Street; thence easterly to the northwest corner of Parcel 67-275-023; thence southerly to the south line of Rossi Avenue; thence west, south, and east along the boundary line of Parcel 67-282-029 to the northwest corner of Parcel 67-282-026; thence southerly to the south line of Texas Street; thence easterly to the west line of "A" Street; thence southerly to the north line of Drake Street; thence easterly to the southeast corner of Parcel 68-142-010; thence westerly and northerly along the boundary of subdivision Sunset Gardens to the south line of Brian Ave; thence easterly to the point south of the southeast corner of Parcel 68-132-036; thence northerly to the northeast corner of said parcel; thence easterly, northerly, and westerly along the boundary of Parcel 68-132-033 to the southeast corner of Parcel 68-132-037; thence northerly to the northeast corner of Parcel 68-131-037; thence easterly and northerly along the south and east boundary of Parcel 68-131-031, to the south line of Southern Pacific Railroad; thence along said south line northwesterly to the east line of "A" Street; thence northerly to the south line of 19th Street; thence easterly to the point which is south of the southeast corner of Parcel 68-011-034; thence northerly along the east boundary lines of Parcels 68-011-034 and 68-011-001 to the south line of E. 18th Street; thence easterly to the west line of Evergreen Avenue; thence southerly to the point which is west of the southwest corner of Parcel 68-017-010; thence easterly to the southeast corner thereof; thence northerly to the south west corner of Parcel 68-041-002; thence easterly to the east line of Haimuth Lane; thence northerly to the southwest corner of Parcel 68-041-011; thence easterly to the southeast corner of said parcel; thence southerly to the southwest corner of Parcel 68-041-013; thence easterly to the east line of Alpha Way; thence southerly to the southwest corner of Parcel 68-042-023; thence easterly to the southeast corner thereof; thence southerly to the southwest corner of Parcel 68-042-003; thence easterly to the east line of Crestwood Drive; thence northerly to the northwest corner of Parcel 68-043-011; thence easterly to the southeast corner of Parcel 68-046-034; thence northerly and easterly along the west and north boundary lines of Parcel 68-046-003 to the east line of Cavallo Road; thence north to the southwest corner of Parcel 68-051-015; thence easterly to the southeast corner of Parcel 68-051-019; thence southerly to the southwest corner of Parcel 68-051-042; thence easterly to the southwest corner of Parcel 68-051-024; thence northerly to the northwest

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corner of Parcel 68-051-037; thence easterly to the east line of Biglow Drive; thence northerly to the north line of E. 18th Street; thence easterly to the west line of Hillcrest Avenue; thence southerly along the west line of Hillcrest Avenue to a point which is west of the south west corner of Parcel 51-272-025; thence easterly and northerly along the south and east boundary of said parcel to the south line of E. 18th Street; thence easterly to the northeast corner of Parcel 51-272-006; thence southerly to the southeast corner of Parcel 51-242-005; thence westerly to the east line of Hillcrest Avenue, said line being the Antioch City Limits; thence along said Antioch City Limits line southerly, easterly, northerly, and westerly to the southeast corner of Parcel 51-263-019; thence westerly to the southwest corner of Parcel 51-265-035; thence westerly along the south lines of Parcels 51-120-022 and 51-120-023 to the southeast corner of Parcel 51-120-015; thence westerly to the east line of Hillcrest Avenue; thence northerly to a point which is east of the northeast corner of Parcel 65-262-024; thence westerly to the southeast corner of Parcel 65-262-027; thence westerly along the south line of Lake Alhambra subdivision to the southeast corner of Parcel 65-235-019; thence northerly to the south line of South Lake Drive; thence westerly to the west line of Alhambra Drive; thence southerly to the northeast corner of Parcel 65-142-023; thence along the boundary of said parcel westerly to the east line of Amber Drive; thence northerly to a point which is east of the southeast corner of Parcel 65-143-013; thence westerly to the southwest corner of Parcel 65-143-007; thence northerly to the north line of Amber Drive; thence westerly to the east line of Cavallo Road; thence northerly to a point which is east of the northeast corner of Parcel 65-151-037; thence westerly to the northwest corner thereof; thence southerly to the northeast corner of Parcel 65-151-002; thence westerly to the west line of Noia Avenue; thence southerly to the northeast corner of Parcel 65-152-043; thence westerly to the west line of Wisner Drive; thence northerly to the northeast corner of Parcel 65-152-027; thence westerly and southerly along the north and west lines of said parcel to the northeast corner of Parcel 65-161-001; thence westerly to the west line of Marie Avenue; thence northerly to the southeast corner of Parcel 65-164-012; thence westerly, northerly, and westerly along the boundary of Parcel 65-164-023 to the northwest corner thereof; thence northerly to the south line of East 16th Street; thence westerly to the northeast corner of Parcel 65-172-022; thence southerly to the southeast corner thereof; thence westerly to the north west corner of Parcel 65-172-027; thence southerly to the southeast corner of Parcel 65-172-007; thence westerly along the boundary lines of Parcels 65-172-024, 65-172-025, and 65-172-026 to the northwest corner of Parcel 65-172-028; thence northerly to the southeast corner of Parcel 65-183-009; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-007; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-006; thence westerly to the southwest corner of Parcel 65-183-004; thence northerly to the north line of East 16th Street; thence westerly to the southwest corner of Parcel 65-182-030; thence northerly to the northwest corner thereof; thence easterly to the southeast corner of Parcel 65-182-027; thence northerly to the northwest corner of Parcel 65-181-020; thence easterly to the southeast corner of Parcel 65-181-014; thence northerly and westerly along the east and north line of said parcel to the east line of "A" Street; thence northerly to the northwest corner of Parcel 65-181-016; thence easterly to the southeast

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corner of Parcel 65-075-002; thence northerly to the north line of E. 13th Street; thence easterly to the southeast corner of Parcel 65-071-009; thence northerly to the southeast corner of Parcel 65-064-005; thence westerly to "A" Street; thence northerly to the southwest corner of Parcel 65-061-000; thence easterly to the southeast corner thereof; thence northerly to the north line of Wilbur Avenue; thence easterly to the southeast corner of Parcel 66-164-007; thence northerly to the point on the south line of Parcel 66-164-010; thence westerly to the southwest corner of Parcel 66-164-013; thence northerly to the north line of 7th Street; thence easterly to the southeast corner of Parcel 66-162-008; thence northerly to a point on the south line of Parcel 66-162-011; thence easterly and northerly along the southerly and easterly boundaries of said parcel to the south line of 6th Street; thence northerly to the southeast corner of Parcel 66-032-018; thence northerly to the northeast corner thereof; thence easterly to the east line of the roadway described in Book 27 of Deeds at Page 475; thence southerly along the east line thereof to the northwest corner of Parcel 65-050-026; thence easterly to the northeast corner of Parcel 65-050-013; thence north, east, and south along the boundary of Parcel 65-050-006 to the northwest line of Parcel 65-050-005; thence easterly along the northerly and easterly property lines of Parcels 65-050-005, and 65-050-029, to the northeast corner of Parcel 65-050-029; thence southerly to the northerly most point of Parcel 65-050-017; thence southeasterly along the eastern boundary of said Parcel 65-050-017 to the north line of Wilbur Avenue; thence easterly along the north line of Wilbur Avenue to a point which is north of the west line of Marie Avenue; thence south to the south line of Wilbur Avenue, thence east to the northeast corner of Parcel 65-101-014; thence southerly to the northwest corner of Parcel 65-101-015; thence easterly to the northeast corner of Parcel 65-110-012, said corner being on the Antioch City Limits; thence along northerly, and westerly along said City of Antioch boundary to the point of beginning.

* * * * *

END OF DOCUMENT

3. Exception_04a_19990289937

17

OFFICE OF THE CITY CLERK



L. JOLENE MARTIN
City Clerk

Recording Requested by
and When Recorded Return to:

City Clerk
City of Antioch
P.O. Box 5007
Antioch, CA 94531-5007

CONTRA COSTA Co Recorder Office
STEPHEN L. MEYER, Clerk-Recorder
DOC- 1999-0289937-00
M, NOV 01, 1999 15:02:03
PRE \$0.00
Ttl Pd \$0.00
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**NOTICE OF ADOPTION OF AN AMENDMENT TO THE REDEVELOPMENT PLAN
FOR THE ANTIOCH REDEVELOPMENT PROJECT**

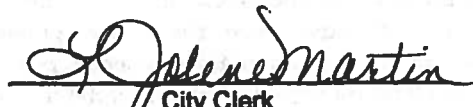
NOTICE IS HEREBY GIVEN that the City Council of the City of Antioch adopted Ordinance NO. 963-C-S and 964-C-S on October 26, 1999, approving and adopting the Amendment to the Redevelopment Plan for the Antioch Redevelopment Project.

A legal description of the boundaries of the Project Area is attached hereto as Exhibit A and incorporated herein by reference.

Proceeding for the redevelopment of the Project Area, as amended, have been instituted under the California Community Redevelopment Law (Health and Safety Code Section 3300 et seq.).

Filed for recordation with the County Recorder of Contra Costa County by order of the City Council of the City of Antioch, California.

Dated: October 29, 1999


City Clerk
City of Antioch

Attachment

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ORDINANCE NO. 963-C-S

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF ANTIOCH ESTABLISHING AND AMENDING
CERTAIN LIMITATIONS WITH RESPECT TO THE
REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT**

WHEREAS, the City Council of the City of Antioch (the "City Council") adopted Ordinance No. 290-C-S on July 15, 1975, approving and adopting the Redevelopment Plan (the "Redevelopment Plan") for the Antioch Redevelopment Project (the "Project"); and

WHEREAS, on April 10, 1979, the City Council adopted Ordinance No. 398-C-S, approving and adopting an amendment to the Redevelopment Plan; and

WHEREAS, on November 12, 1986, the City Council adopted Ordinance No. 653-C-S, establishing certain limitations with respect to the Redevelopment Plan; and

WHEREAS, the Antioch Development Agency (the "Agency") has been designated as the official redevelopment agency in the City of Antioch to carry out the functions and requirements of the Community Redevelopment Law of the State of California (Health and Safety Code Section 33000 et seq.) and to implement the Redevelopment Plan; and

WHEREAS, Section 33333.6 of the Community Redevelopment Law requires that every redevelopment plan adopted on or before December 31, 1993, contain certain limitations: (1) if the plan contains the provisions set forth in Section 33670 of the Community Redevelopment Law ("tax increment authority"), a time limit on the establishing of loans, advances and indebtedness which shall not exceed 20 years from the adoption of the redevelopment plan or January 1, 2004, whichever is later; (2) a time limit on the effectiveness of the redevelopment plan which shall not exceed 40 years from the adoption of the redevelopment plan or January 1, 2009, whichever is later; and (3) a time limit on the repayment of indebtedness which shall not exceed 10 years from the termination of the effectiveness of the redevelopment plan; and

WHEREAS, Section 33333.6 further provides that a redevelopment plan adopted prior to January 1, 1994, may be amended by the legislative body by adoption of an

STATE OF CALIFORNIA
County of Contra Costa
City of Antioch

I, L. JoJene Martin, City Clerk in and for said City of Antioch, County of Contra Costa, State of California, do hereby certify under penalty of perjury that the hereto attached and foregoing paper is a full, true and correct copy of Ordinance No. 963-C-5 now on file in this office of said city.

WITNESS, my hand, and Official Seal, this 29th day of October, 19 99

L. JoJene Martin
City Clerk, City of Antioch
Contra Costa County, California

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ordinance on or after January 1, 1999, but on or before December 31, 1999, provided that the redevelopment plan as so amended does not exceed the terms provided in that section; and

WHEREAS, Ordinance No. 653-C-S established a time limit for incurring indebtedness that exceeds the maximum permitted by subdivision (a) of Health and Safety Code Section 33333.6 and, therefore, should be amended; and

WHEREAS, the Redevelopment Plan contains an ambiguous termination date for the Redevelopment Plan that should be clarified; and

WHEREAS, a time limit for repayment of indebtedness in accord with Health and Safety Code Section 33333.6 should be established;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANTIOCH DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. A new sentence is hereby added to the end of the last paragraph of subsection 1 of Section 1201 of the Redevelopment Plan to read as follows:

"The Agency shall not establish or incur loans, advances or indebtedness to finance, in whole or in part, the Project after January 1, 2004."

SECTION 2. The existing sentence in Section 406 of the Redevelopment Plan is hereby deleted and replaced by the following:

"Except for the nondiscrimination and nonsegregation provisions that shall run in perpetuity, the provisions of this Plan shall be effective, and the provisions of other documents formulated pursuant to this Plan may be made effective, for forty (40) years from the date of adoption of this Plan. Based upon the date of adoption of the Redevelopment Plan, the effectiveness of the Redevelopment Plan shall terminate on July 15, 2015."

SECTION 3. The Agency shall not pay indebtedness or receive property taxes pursuant to Health and Safety Code Section 33670 after ten (10) years from the termination of the effectiveness of the Redevelopment Plan, as established in Section 2 of this Ordinance. Based upon the termination date established in Section 2 of this Ordinance, the Agency shall not pay indebtedness or receive property taxes pursuant to Section 33670 after July 15, 2025.

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SECTION 4. Ordinance Nos. 290-C-S, 398-C-S and 653-C-S are continued in full force and effect as amended by this Ordinance.

SECTION 5. The City Clerk is hereby directed to send a certified copy of this Ordinance to the Agency.

SECTION 6. Severability. If any part of this Ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance, and this City Council hereby declares that it would have passed the remainder of this Ordinance if such invalid portion thereof had been deleted.

SECTION 7. Publication. The City Clerk is hereby ordered and directed to cause this Ordinance to be published once in *The Ledger Dispatch*, a newspaper of general circulation, published and circulated in the City of Antioch.

SECTION 8. This ordinance shall be in full force and effect thirty (30) days after its passage.

* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch, held on the 28th day of September, 1999, and passed and adopted at a regular meeting thereof, held on the 26th day of October, 1999.

AYES: Council Members Freitas, Soliz, Davis, and Mayor Rocha.

NOES: Council Member Sudario.

ABSENT: None.

s/ Mary Helen Rocha
MAYOR OF THE CITY OF ANTIOCH

ATTEST:

s/ L. Jolene Martin
CITY CLERK OF THE CITY OF ANTIOCH


STATE OF CALIFORNIA
County of Contra Costa

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City of Antioch

I L. Jolene Martin, City Clerk in and for said City of Antioch, County of Contra Costa, State of California, do hereby certify under penalty of perjury that the hereto attached and foregoing paper is a full, true and correct copy of _____
Ordinance No. 964-C-S _____ now on file in this office of said city.

WITNESS, my hand, and Official Seal, this 29th day of October 19 99



City Clerk, City of Antioch
Contra Costa County, California

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ORDINANCE NO. 964-C-S
AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF ANTIOCH, CALIFORNIA, AMENDING
ORDINANCE NOS. 290-C-S, 398-C-S, 653-C-S AND
TO THE REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT

WHEREAS, the City Council of the City of Antioch (the "City Council") adopted Ordinance No. 290-C-S on July 15, 1975, approving and adopting the Redevelopment Plan (the "Redevelopment Plan") for the Antioch Redevelopment Project (the "Project") and adopted Ordinance No. 398-C-S on April 10, 1979, Ordinance No. 653-C-S on November 12, 1986, and Ordinance No. 963-C-S, on October 26, 1999, amending the Redevelopment Plan; and

WHEREAS, the City Council has received from the Antioch Development Agency (the "Agency") a proposed amendment (the "Amendment") to the Redevelopment Plan, a copy of which is on file at the office of the Agency and at the office of the City Clerk, both at City Hall, Third and H Streets, Antioch, California, together with the Report of the Agency to the City Council on the proposed Amendment, including: (1) the reasons for amending the Redevelopment Plan; (2) the report and recommendations of the Planning Commission of the City of Antioch (the "Planning Commission"); and (3) the Negative Declaration; and

WHEREAS, the proposed Amendment would re-establish the time period within which the Agency can exercise its eminent domain authority and make certain other minor, technical amendments to bring the Redevelopment Plan into conformity with the current Community Redevelopment Law (Health and Safety Code Section 33000 et seq.); and

WHEREAS, by Resolution No. 99-19, adopted on August 18, 1999, the Planning Commission has reported that the Redevelopment Plan, as it is proposed to be amended by the Amendment, conforms to the General Plan of the City of Antioch and has recommended approval of the proposed Amendment; and

WHEREAS, a Negative Declaration was prepared on the proposed Amendment in accordance with the California Environmental Quality Act (Public Resources Code Section 21000 et seq.), the Guidelines for Implementation of the California

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Environmental Quality Act (14 Cal. Code Regs. Section 15000 et seq.), and environmental procedures adopted by the Agency pursuant thereto; and

WHEREAS, the Agency and the City Council have reviewed and considered the Negative Declaration on the proposed Amendment and have each approved the Negative Declaration; and

WHEREAS, the City Council and the Agency held a joint public hearing on September 28, 1999, on the adoption of the Amendment and approval of the Negative Declaration on the Amendment in the City Council Chambers, Third and H Streets, Antioch, California; and

WHEREAS, a notice of said hearing was duly and regularly published in *The Ledger Dispatch*, a newspaper of general circulation in the City of Antioch, once a week for three successive weeks prior to the date of said hearing, and a copy of said notice and affidavit of publication are on file with the City Clerk and the Agency; and

WHEREAS, copies of the notice of joint public hearing and a statement concerning acquisition of property by the Agency were mailed to the last known address of each assessee of each parcel of land in the Project Area, as shown on the last equalized assessment roll of the County of Contra Costa; and

WHEREAS, copies of the notice of joint public hearing were mailed to each business and resident in the Project Area; and

WHEREAS, copies of the notice of joint public hearing were mailed by certified mail with return receipt requested to the governing body of each taxing agency that receives taxes from property in the Project Area; and

WHEREAS, the City Council has considered the Report of the Agency, the report and recommendations of the Planning Commission, the proposed Amendment and the Negative Declaration; has provided an opportunity for all persons to be heard; and has received and considered all evidence and testimony presented for or against any and all aspects of the proposed Amendment;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANTIOCH DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The purpose and intent of the City Council with respect to the Amendment is to promote the full and effective implementation of the Redevelopment

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Plan for the Antioch Redevelopment Project by re-establishing, for an additional twelve (12) years, the Agency's power to acquire property by eminent domain. Implementation of the Redevelopment Plan will serve to eliminate blight and improve the physical and economic conditions in the Project Area.

SECTION 2. The City Council hereby finds and determines that:

(a) Remaining blight exists within the Project Area, the redevelopment of which is necessary to effectuate the public purposes in the Community Redevelopment Law. This finding is based upon the facts set forth in the Agency's Report to the City Council, particularly the descriptions of deterioration, stagnated or decreased property values, vacancy rates, low lease rates, asbestos and other blighting conditions.

(b) It is necessary and desirable to amend the Redevelopment Plan in the manner set forth in the proposed Amendment in order to carry out the redevelopment of the Project Area and make possible the achievement of the goals and objectives of the Redevelopment Plan. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that, without eminent domain authority, the Agency will not be able to assemble sites and eliminate remaining blight within the Project Area.

(c) The proposed Amendment will aid in the redevelopment of the Project Area in conformity with the Community Redevelopment Law and in the interests of the public peace, health, safety and welfare. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that implementation of the Redevelopment Plan will serve to eliminate remaining blight and improve physical and economic conditions in the Project Area and that eminent domain authority is necessary for the full and effective implementation of the Redevelopment Plan.

(d) The Redevelopment Plan, as it is proposed to be amended by the Amendment, is consistent with the General Plan of the City of Antioch. This finding is based upon the findings of the Planning Commission set forth in Resolution No. 99-19, adopted on August 18, 1999, a copy of which is included in the Agency's Report to the City Council.

(e) The carrying out of the Redevelopment Plan, as it is proposed to be amended by the Amendment, will promote the public peace, health, safety and welfare of the City of Antioch and will effectuate the purposes and policy of the

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Community Redevelopment Law. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that redevelopment, as contemplated by the Redevelopment Plan, will benefit the Project Area by authorizing the Agency to assemble sites for redevelopment to correct the significant blight remaining in the Project Area.

(f) The condemnation of real property within the Project Area, as provided for in the proposed Amendment, is necessary to the execution of the Redevelopment Plan, and adequate provisions have been made for the payment for property to be acquired as provided by law. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that, without eminent domain authority, certain sites within the Project Area could not be assembled for redevelopment. This finding is further based on the fact that, in connection with the acquisition of property by the Agency, the Agency will comply with all applicable provisions of the California Eminent Domain Law (Code of Civil Procedure Section 1230.010 et seq.) and the California Relocation and Real Property Acquisition Law (Government Code Section 7260 et seq.), including provisions requiring the payment of just compensation.

(g) The elimination of blight and the redevelopment of the Project Area could not reasonably be expected to be accomplished by private enterprise acting alone without the aid and assistance of the Agency. This finding is based upon the facts that, because of the higher costs and more significant risks associated with development of blighted areas, individual developers are unable and unwilling to invest in blighted areas without substantial public assistance; that funds of other public sources and programs are insufficient to eliminate the blighting conditions; and that, without the Agency's use of eminent domain, sites could not be assembled for redevelopment.

(h) The time limitation in the Redevelopment Plan regarding the Agency's eminent domain authority, as amended by the Amendment, is reasonably related to the proposed projects to be implemented in the Project Area and the ability of the Agency to eliminate blight within the Project Area. This finding is based upon the fact that Section 33333.4 of the Community Redevelopment Law provides that a time limit, not to exceed 12 years from the adoption of the Redevelopment Plan, may be established for commencement of eminent domain proceedings to acquire property within the Project Area and that said time limit may be extended by amendment of the Redevelopment Plan.

SECTION 3. In order to implement and facilitate the effectuation of the proposed Amendment, certain official actions must be taken by the City Council; accordingly, the

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City Council hereby: (a) pledges its cooperation in helping to carry out the Redevelopment Plan, as amended by the Amendment; (b) directs the various officials, departments, boards and agencies of the City of Antioch having administrative responsibilities in the Project Area likewise to cooperate to such end and to exercise their respective functions and powers in a manner consistent with the Redevelopment Plan, as amended by the Amendment; (c) stands ready to consider and take appropriate action on proposals and measures designed to effectuate the Redevelopment Plan, as amended by the Amendment; and (d) declares its intention to undertake and complete any proceedings, including the expenditure of moneys, necessary to be carried out by the City under the provisions of the Redevelopment Plan, as amended by the Amendment.

SECTION 4. The Council is satisfied that written objections, if any, received before or at the noticed public hearing have been responded to in writing. In addition, written findings have been adopted in response to each written objection, if any, of an affected property owner or taxing entity filed with the City Clerk either before or at the noticed public hearing.

SECTION 5. The Redevelopment Plan, as adopted and amended by Ordinance Nos. 290-C-S, 398-C-S, 653-C-S and 963-C-S, is hereby further amended as set forth in the "Amendment to the Redevelopment Plan for the Antioch Redevelopment Project," attached hereto. As so amended, the Redevelopment Plan is incorporated by reference herein. The Executive Director of the Agency is hereby authorized to combine the Redevelopment Plan, as amended by the Amendment, into a single document, and said document, when filed with the City Clerk and the Secretary of the Agency, shall constitute the official Redevelopment Plan for the Antioch Redevelopment Project.

SECTION 6. Ordinance Nos. 290-C-S, 398-C-S, 653-C-S and 963-C-S, are continued in full force and effect as amended by this Ordinance.

SECTION 7. The City Clerk is hereby directed to send a certified copy of this Ordinance to the Agency, and the Agency is hereby vested with the responsibility for carrying out the Redevelopment Plan, as amended by the Amendment.

SECTION 8. The City Clerk is hereby directed to record with the County Recorder of Contra Costa County a notice of the approval and adoption of the Amendment pursuant to this Ordinance, containing a statement that proceedings for the redevelopment of the Project Area pursuant to the Redevelopment Plan, as amended by the Amendment, have been instituted under the Community Redevelopment Law.

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SECTION 9. The City Clerk is hereby ordered and directed to certify to the passage of this Ordinance and to cause the same to be published once in *The Ledger Dispatch*, a newspaper of general circulation, published and circulated in the City of Antioch.

SECTION 10. If any part of this Ordinance, or the Amendment that it approves, is held to be invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance or of the Amendment, and this City Council hereby declares that it would have passed the remainder of the Ordinance, or approved the remainder of the Amendment, if such invalid portion thereof had been deleted.

SECTION 11. Effective Date. This Ordinance shall be in full force and effect thirty (30) days after its adoption.

* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch, held on the 28th day of September, 1999, and passed and adopted at a regular meeting thereof, held on the 26th day of October, 1999.

AYES: Council Members Freitas, Soliz, Davis, and Mayor Rocha.

NOES: Council Member Sudario.

ABSENT: None.

s/ Mary Helen Rocha
MAYOR OF THE CITY OF ANTIOCH

ATTEST:

s/ L. Jolene Martin
CITY CLERK OF THE CITY OF ANTIOCH

EXHIBIT "A"

PROJECT AREA
BOUNDARY DESCRIPTION

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Beginning at the most northerly boundary corner of the City of Antioch; thence generally south along the West boundary to a point on the north line of State Highway 4 and its intersection with the east line of the Los Medanos Wasteway; thence southerly along said east line to the south line of Delta Fair Boulevard; thence easterly along said south line to the northwest corner of Parcel 74-123-04; thence southerly and easterly along the west and south boundaries of said parcel to the west line of Fairview Drive; thence southerly along said west line to the north line of Parcel 74-123-05; thence westerly along said north line to the north line of a 100 foot East Bay Municipal Utility District right-of-way; thence westerly along said north line to the east line of said Los Medanos Wasteway; thence southerly along said east line to the south line of Buchanan Road; thence easterly along said south line to the northwest corner of Parcel 75-010-07; thence southerly and easterly along south and west boundaries of said parcel to the center line of Somersville Road; thence southerly along said center line to a point on the southwest line of the Contra Costa Canal, said point being on the boundary of the City of Antioch; thence southerly, easterly, and northerly along said boundary to said southwest line of the Contra Costa Canal; thence northerly along said southwest line to the east line of Markley Creek; thence northeasterly along said east line to the west line of Parcel 76-030-068; thence southerly, easterly, and northerly along the west, south, and east boundary lines of said parcel to the east line of Markley Creek; thence northeasterly along said east line to the north line of Mahogany Way; thence westerly along said north line to the southwest corner of Parcel 74-370-008; thence northerly along the west line of said parcel to the south line of Sycamore Drive; thence easterly along said south line to the northeast corner of said Parcel 74-370-008; thence northerly across Sycamore Drive and along the east boundary of Parcel 74-370-004 to the south line of the Southern Pacific Railroad; thence easterly along the Southern Pacific Railroad to a point which is south of the southwest corner of Parcel 74-321-002; thence northwesterly along the south line of Fairview Terrace subdivision to the southeast corner of Parcel 74-180-003; thence along the southeast boundary of said parcel to the north line of West 18th Street; thence along said north line to the southeast corner of Parcel 74-171-003; thence along the west line of the Fairview Terrace subdivision to a point on the south line of Parcel 74-160-001; thence easterly along the north line of Parcel 74-160-008 and Parcel 74-334-027 to the northeast corner of said Parcel 74-334-027; thence north along the east line of Parcel 74-334-026 and Parcel 74-334-015 to the south line of 10th Street; thence easterly along the south line of 10th Street to the west line of Parcel 67-021-001; thence southerly and easterly along the boundary of said parcel and Parcel 67-021-002 and across "L" Street to the east line, thence south to the southwest corner of Parcel 67-022-002; thence easterly along the north line of Loma Lane to the east line of "H" Street; thence northerly to the northwest corner of Parcel 67-050-016; thence easterly to the east line of "G" Street; thence southerly to the southwest corner of Parcel 67-060-001; thence easterly and northerly along said boundary to the south line of 10th Street; thence westerly to a point which is south of the

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southeast corner of Parcel 66-207-014; thence northerly along the east line of Parcels 66-207-014 and 66-207-008 to the south line of 9th Street; thence west to the east line of "G" Street; thence northerly to the northwest corner of Parcel 66-203-014; thence westerly to the west line of "H" Street; thence southerly to the southeast corner of Parcel 66-205-008; thence westerly to the southeast corner of Parcel 66-217-007; thence along the boundary of said parcel northerly and westerly to the west line of "L" Street; thence southerly to the north line of 10th Street; thence westerly to the west line of "O" Street; thence northerly along "O" Street to the northeast corner of Parcel 74-130-043; thence westerly 150 feet; thence northerly to the south line of 6th Street; thence east to the east line of "M" Street; thence north to the south line of 4th Street; thence east to the east line of "L" Street; thence north to the northwest corner of Parcel 66-103-008; thence easterly to the southwest corner of Parcel 66-092-012; thence southerly to the south line of 3rd Street; thence easterly to the northeast corner of Parcel 66-107-009; thence south to the south line of Fourth Street; thence east to the northeast corner of Parcel 66-133-010; thence south to the southeast corner thereof; thence easterly to the east line of "I" Street to the west line of Parcel 66-141-006; thence southerly, easterly, and northerly along the west, south, and east boundary of said parcel to the northwest corner of parcel 66-141-005; thence easterly to the west line of "H" Street; thence southerly to the south line of 6th Street; thence easterly to the east line of "F" Street; thence northerly to the south line of 4th Street; thence easterly to the northeast corner of Parcel 66-144-009; thence northerly to the northwest corner of Parcel 66-057-004; thence easterly and along the north lines of Parcels 66-057-004, 66-057-003, 66-057-002, and 66-057-001 to the east line of "E" Street; thence northerly to the south line of 3rd Street; thence east to the west line of "C" Street; thence southerly to the south line of 4th Street; thence easterly to the west line of "B" Street; thence southerly to the south line of 6th Street; thence easterly to the northeast corner of Parcel 66-161-013; thence southerly to the north line of 8th Street; thence westerly to the southwest corner of Parcel 66-163-003; thence southerly to the north line of 9th Street; thence westerly to the west line of "B" Street; thence southerly to the north line of 10th Street; thence westerly to the southwest corner of Parcel 66-189-003; thence southerly and easterly along the boundary of Parcel 67-092-001, to the northeast corner of Parcel 67-092-003; thence southerly to the southeast corner of Parcel 67-093-016; thence westerly, southerly, and easterly along the north, west, and south boundary lines of Parcel 67-093-019 to the northwest corner of Parcel 67-102-067; thence southerly to the southwest corner of Parcel 67-102-052; thence easterly to the northeast corner of Parcel 67-102-007; thence southerly to the south side of 15th Street; thence easterly to the northeast corner of Parcel 67-103-026; thence southerly to the southeast corner thereof; thence southerly, easterly, southerly, and westerly along the eastern boundary lines of Parcel 67-103-017 to the northwest corner of Parcel 67-103-018; thence southerly to the south line of 17th Street; thence west and south along the boundary of Parcel 67-243-030 to the southwest corner thereof; thence westerly to the northwest corner of Parcel 67-243-006; thence southerly to the south line of 18th Street; thence westerly to the northwest corner of Parcel 67-246-008; thence southerly to the southwest corner thereof; thence westerly to the northeast corner of Parcel 67-262-002; thence southerly

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to the north line of 19th Street; thence westerly to the southwest corner of Parcel 67-261-004; thence northerly to the northwest corner thereof; thence westerly to the east line of "D" Street; thence southerly to the north line of 20th Street; thence easterly to the east line of "C" Street; thence northerly to the northwest corner of Parcel 67-263-004; thence easterly to the northeast corner of Parcel 67-263-001; thence southerly to the northwest corner of Parcel 67-251-010; thence easterly to the northeast corner of Parcel 67-251-009; thence southerly to the south line of 20th Street; thence easterly to the northeast corner of Parcel 67-252-007; thence southerly to the southeast corner thereof; thence westerly to the southwest corner of Parcel 67-252-001; thence northerly to the southeast corner of Parcel 67-266-007; thence westerly to the east line of "C" Street; thence north to the south line of 20th Street; thence westerly to the east line of "D" Street; thence southerly to the south line of Parcel 67-277-002; thence southeast to the northeast corner of Parcel 67-274-005; thence southerly to the south line of West Madill Street; thence easterly to the northwest corner of Parcel 67-275-023; thence southerly to the south line of Rossi Avenue; thence west, south, and east along the boundary line of Parcel 67-282-029 to the northwest corner of Parcel 67-232-026; thence southerly to the south line of Texas Street; thence easterly to the west line of "A" Street; thence southerly to the north line of Drake Street; thence easterly to the southeast corner of Parcel 63-142-019; thence westerly and northerly along the boundary of subdivision Sunset Gardens to the south line of Brian Ave; thence easterly to the point south of the southeast corner of Parcel 68-132-036; thence northerly to the northeast corner of said parcel; thence easterly, northerly, and westerly along the boundary of Parcel 68-132-033 to the southeast corner of Parcel 68-132-037; thence northerly to the northeast corner of Parcel 68-131-037; thence easterly and northerly along the south and east boundary of Parcel 68-131-031, to the south line of Southern Pacific Railroad; thence along said south line northwesterly to the east line of "A" Street; thence northerly to the south line of 19th Street; thence easterly to the point which is south of the southeast corner of Parcel 68-011-034; thence northerly along the east boundary lines of Parcels 68-011-034 and 68-011-001 to the south line of E. 18th Street; thence easterly to the west line of Evergreen Avenue; thence southerly to the point which is west of the southwest corner of Parcel 68-017-010; thence easterly to the southeast corner thereof; thence northerly to the south west corner of Parcel 68-041-002; thence easterly to the east line of Helmuth Lane; thence northerly to the southwest corner of Parcel 68-041-011; thence easterly to the southeast corner of said parcel; thence southerly to the southwest corner of Parcel 68-041-013; thence easterly to the east line of Alpha Way; thence southerly to the southwest corner of Parcel 68-042-023; thence easterly to the southeast corner thereof; thence southerly to the southwest corner of Parcel 68-042-003; thence easterly to the east line of Crestwood Drive; thence northerly to the northwest corner of Parcel 68-043-011; thence easterly to the southeast corner of Parcel 68-046-034; thence northerly and easterly along the west and north boundary lines of Parcel 68-046-003 to the east line of Cavallo Road; thence north to the southwest corner of Parcel 68-051-015; thence easterly to the southeast corner of Parcel 68-051-019; thence southerly to the southwest corner of Parcel 68-051-042; thence easterly to the southwest corner of Parcel 68-051-024; thence northerly to the northwest

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corner of Parcel 68-051-037; thence easterly to the east line of Biglow Drive; thence northerly to the north line of E. 18th Street; thence easterly to the west line of Hillcrest Avenue; thence southerly along the west line of Hillcrest Avenue to a point which is west of the south west corner of Parcel 51-272-035; thence easterly and northerly along the south and east boundary of said parcel to the south line of E. 18th Street; thence easterly to the northeast corner of Parcel 51-272-006; thence southerly to the southeast corner of Parcel 51-242-005; thence westerly to the east line of Hillcrest Avenue, said line being the Antioch City Limits; thence along said Antioch City Limits line southerly, easterly, northerly, and westerly to the southeast corner of Parcel 51-263-019; thence westerly to the southwest corner of Parcel 51-265-035; thence westerly along the south lines of Parcels 51-120-022 and 51-120-023 to the southeast corner of Parcel 51-120-016; thence westerly to the east line of Hillcrest Avenue; thence northerly to a point which is east of the northeast corner of Parcel 65-262-024; thence westerly to the southeast corner of Parcel 65-262-027; thence westerly along the south line of Lake Alhambra subdivision to the southeast corner of Parcel 65-235-019; thence northerly to the south line of South Lake Drive; thence westerly to the west line of Alhambra Drive; thence southerly to the northeast corner of Parcel 65-142-023; thence along the boundary of said parcel westerly to the east line of Amber Drive; thence northerly to a point which is east of the southeast corner of Parcel 65-143-013; thence westerly to the southwest corner of Parcel 65-143-007; thence northerly to the north line of Amber Drive; thence westerly to the east line of Cavallo Road; thence northerly to a point which is east of the northeast corner of Parcel 65-151-037; thence westerly to the northwest corner thereof; thence southerly to the northeast corner of Parcel 65-151-002; thence westerly to the west line of Noia Avenue; thence southerly to the northeast corner of Parcel 65-152-043; thence westerly to the west line of Wisner Drive; thence northerly to the northeast corner of Parcel 65-152-027; thence westerly and southerly along the north and west lines of said parcel to the northeast corner of Parcel 65-161-001; thence westerly to the west line of Marie Avenue; thence northerly to the southeast corner of Parcel 65-164-012; thence westerly, northerly, and westerly along the boundary of Parcel 65-164-023 to the northwest corner thereof; thence northerly to the south line of East 16th Street; thence westerly to the northeast corner of Parcel 65-172-022; thence southerly to the southeast corner thereof; thence westerly to the north west corner of Parcel 65-172-027; thence southerly to the southeast corner of Parcel 65-172-007; thence westerly along the boundary lines of Parcels 65-172-024, 65-172-025, and 65-172-020 to the northwest corner of Parcel 65-172-028; thence northerly to the southeast corner of Parcel 65-183-009; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-007; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-006; thence westerly to the southwest corner of Parcel 65-183-004; thence northerly to the north line of East 16th Street; thence westerly to the southwest corner of Parcel 65-182-030; thence northerly to the northwest corner thereof; thence easterly to the southeast corner of Parcel 65-182-027; thence northerly to the northwest corner of Parcel 65-181-020; thence easterly to the southeast corner of Parcel 65-181-014; thence northerly and westerly along the east and north line of said parcel to the east line of "A" Street; thence northerly to the northwest corner of Parcel 65-181-018; thence easterly to the southeast

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corner of Parcel 65-075-002; thence northerly to the north line of E. 13th Street; thence easterly to the southeast corner of Parcel 65-071-009; thence northerly to the southeast corner of Parcel 65-064-005; thence westerly to "A" Street; thence northerly to the southwest corner of Parcel 65-061-008; thence easterly to the southeast corner thereof; thence northerly to the north line of Wilbur Avenue; thence easterly to the southeast corner of Parcel 66-164-007; thence northerly to the point on the south line of Parcel 66-164-010; thence westerly to the southwest corner of Parcel 66-164-013; thence northerly to the north line of 7th Street; thence easterly to the southeast corner of Parcel 66-162-008; thence northerly to a point on the south line of Parcel 66-162-011; thence easterly and northerly along the southerly and easterly boundaries of said parcel to the south line of 6th Street; thence northerly to the southeast corner of Parcel 66-032-018; thence northerly to the northeast corner thereof; thence easterly to the east line of the roadway described in Book 27 of Deeds at Page 475; thence southerly along the east line thereof to the northwest corner of Parcel 65-050-026; thence easterly to the northeast corner of Parcel 65-050-013; thence north, east, and south along the boundary of Parcel 65-050-006 to the northwest line of Parcel 65-050-005; thence easterly along the northerly and easterly property lines of Parcels 65-050-005, and 65-050-029, to the northeast corner of Parcel 65-050-029; thence southerly to the northerly most point of Parcel 65-050-017; thence southeasterly along the eastern boundary of said Parcel 65-050-017 to the north line of Wilbur Avenue; thence easterly along the north line of Wilbur Avenue to a point which is north of the west line of Marie Avenue; thence south to the south line of Wilbur Avenue, thence east to the northeast corner of Parcel 65-101-014; thence southerly to the northwest corner of Parcel 65-101-015; thence easterly to the northeast corner of Parcel 65-110-012, said corner being on the Antioch City Limits; thence along northerly, and westerly along said City of Antioch boundary to the point of beginning.

* * * * *

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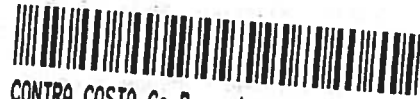
END OF DOCUMENT

4. Exception_04b_20070192911

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**RECORDED AT REQUEST OF
AND FOR THE BENEFIT OF:
CITY OF ANTIOCH**

**WHEN RECORDED MAIL TO:
L. Jolene Martin
City Clerk
P.O. Box 5007
Antioch, CA 94531-5007**



**CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2007-0192911-00**

Check Number
Tuesday, JUL 03, 2007 14:32:00
FRE \$0.00!!

Ttl Pd \$0.00

Nbr-0003770708
Fee/R5/1-6

**REVISED NOTICE OF ADOPTION OF THE
REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT AREA NO. 1**

Recording Requested by
and When Recorded Return to:

L. Jolene Martin, City Clerk
City of Antioch
P.O. Box 5007
Antioch, Ca 94531-5007

Exempt from recording fees pursuant to
Government Code Section 27383

**ALL PROPERTY TO WHICH THIS NOTICE PERTAINS
IS LOCATED WITHIN THE ANTIOCH REDEVELOPMENT PROJECT AREA NO. 1**

**REVISED NOTICE OF ADOPTION OF THE
REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT AREA NO. 1**

NOTICE IS HEREBY GIVEN, in compliance with Section 33373(c) of the California Health and Safety Code which became effective January 1, 2007, that the City Council of the City of Antioch, California ("City Council") adopted Ordinance No. 290 C.S. on July 15, 1975, as amended, approving and adopting the Redevelopment Plan for the Antioch Project Area No. 1 (the "Redevelopment Plan"). The Antioch Development Agency ("Agency") is vested with the responsibility to carry out the Redevelopment Plan.

A legal description of the boundaries of Project Area No. 1 is attached hereto as Exhibit A and incorporated herein by reference and a copy of the Redevelopment Plan may be obtained from the Agency.

Proceedings for the redevelopment of Project Area No. 1, as contemplated by the Redevelopment Plan have been instituted under the California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*).

AGENCY'S EMINENT DOMAIN AUTHORITY. Sections 104, 105 and 701 of the Redevelopment Plan provides as follows:

When the Agency exercises its power of eminent domain, it shall be exercised within the following limitations:

The Redevelopment Plan may be amended by means of the procedures established in Section 33354.6 and/or Sections 33450-33458 of the Community Redevelopment Law or by any other procedure hereafter established by law; however, the Redevelopment Plan may not be

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amended to provide for the acquisition by eminent domain on any property zoned for residential uses as of the date the ordinance adopting the third amendment to the Plan becomes effective.

It is in the public interest and is necessary in order to eliminate the conditions requiring redevelopment and in order to execute this Plan for the power of eminent domain to be employed by the Agency to acquire real property in the Project Area which cannot be acquired by gift, devise, exchange, purchase, or any other lawful method. Eminent Domain proceedings, if used, must be commenced within twelve (12) years from the date the ordinance adopting the third amendment to the Plan becomes effective (or by October 26, 2011). This time limit for commencement of eminent domain proceedings may be extended only by amendment of the Plan.

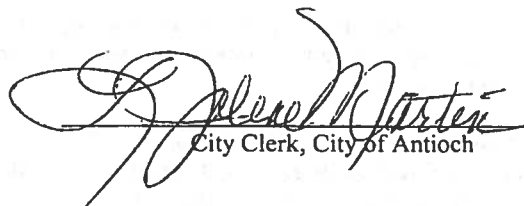
The Agency shall not acquire by eminent domain real property zoned for residential uses as of the date the ordinance adopting the third amendment to the Plan becomes effective.

It is the policy of the Agency to encourage the participation of property owners and businesses within the Project Area. Accordingly, the Agency has adopted Rules Governing Participation by, and the Extension of Reasonable Preferences to, Property Owners and Tenants in Project Area No. 1, which extend reasonable preferences to property owners and tenants in the Project Area, to participate in the redevelopment of the Project Area. The power of eminent domain shall not be exercised except in compliance with the rules and procedures set forth therein, as amended from time to time.

Generally, personal property shall not be acquired. However, where necessary in the execution of the Redevelopment Plan, the Agency is authorized to acquire personal property in the Project Area by any lawful means.

Filed for recordation with the County Recorder of Contra Costa County by order of the City Council of the City of Antioch, California.

Dated: June 21, 2007.


City Clerk, City of Antioch

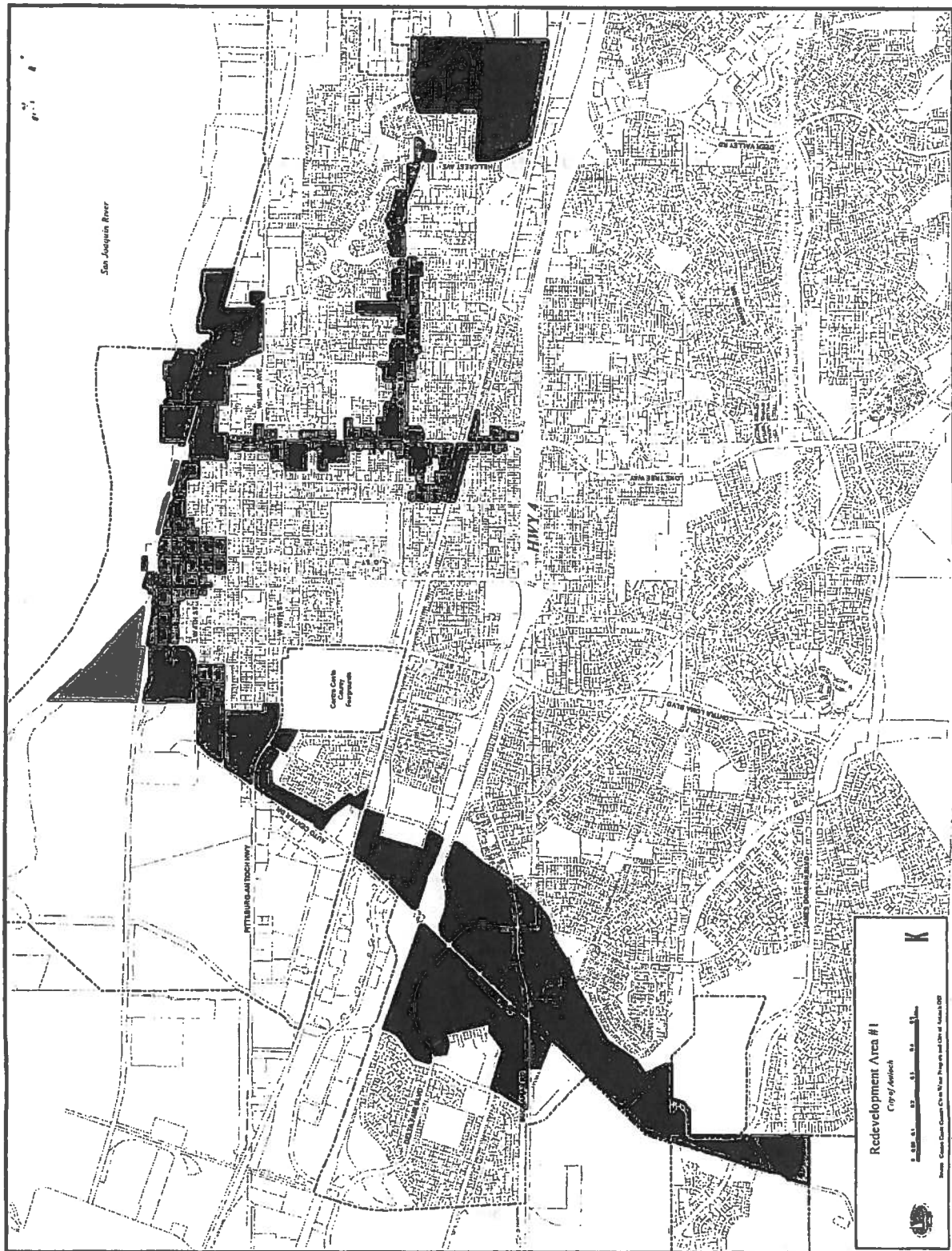
Attachment: Legal Description

EXHIBIT A

LEGAL DESCRIPTION OF PROJECT AREA NO. 1

Exhibit A

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5. Exception_05_8352080

Recorded at Request of:
City of Antioch

When Recorded Mail to:
WILLIAM R. GALSTAY
City Attorney
P.O. Box 130
Antioch CA 94509-0504

APR 27 1983
83 52080

RECORDED AT REQUEST OF

City of Antioch

APR 27 1983

AT 10 O'CLOCK A.M.
CONTRA COSTA COUNTY RECORDS
J. R. OLSSON

ACQUISITION AND DEVELOPMENT AGREEMENT
COUNTY RECORDER
FEES

CPK

THIS AGREEMENT is made and entered into at Antioch, California, as of the 12 day April, 1983, by and between the ANTIOCH DEVELOPMENT AGENCY, a public body, corporate and politic, ("AGENCY") and JAMES P. GREEN, DONALD FRENCH, LEE KELLER and DONALD STILES ("REDEVELOPERS").

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1. REDEVELOPERS own a square block of property bounded by "H", 3rd, "I" and 4th Streets in the City of Antioch. Upon this property is located a 10,000-square foot, brick building, known as the "Showboat" building. Also located on the property are four single family dwellings and a 600-square foot commercial building presently being used as a dog grooming business.

2. The Showboat building has historical and architectural significance and is represented as being suitable for rehabilitation. The building has been vacant for several years. While it is in a good state of repair, modifications are needed, along with interior renovation, to return the building to commercial use. REDEVELOPERS desire to renovate the building for full commercial use.

3. The four dwelling structures are in dilapidated condition and do not meet Code requirements, and are a source of blight for the downtown Antioch area.

4. The small commercial building presently used as a dog grooming business is in a good state of repair and houses a viable business.

5. The AGENCY desires to encourage the renovation of the Showboat building, to remove the blighted dwelling structures, and to construct a public parking lot on the site to provide additional parking needed in the downtown area. To this end, the AGENCY desires to acquire five parcels of land, totalling 30,000 square feet, described on EXHIBIT "A" and depicted as "Parcels 002, 003, 004, 005 and 007" on EXHIBIT "B", attached hereto, which parcels contain the dwellings and the dog grooming store.

6. This acquisition will allow AGENCY to provide public parking in the downtown area and allow REDEVELOPERS to obtain financing for the rehabilitation of the Showboat project.

ARTICLE I

SUBJECT OF AGREEMENT

1.01. Purpose of the Agreement. The purpose of this Agreement is to provide for the rehabilitation by REDEVELOPERS of the Showboat structure, which is located on "Parcel 006" as described and depicted on EXHIBITS "A" and "B" attached hereto, and to provide for a public parking lot on Parcels 002, 003, 004, 005 and 007 as described and depicted on the exhibits.

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1.02. Site Plan and Scope of Development.

REDEVELOPERS have heretofore caused to be prepared a Site Plan for development of the Showboat site, which includes plans and renderings of the exterior and interior of the Showboat building and associated exterior landscaping and signage. Such plans are on file in the AGENCY's office of Development Services. It is the intention of the parties that the Showboat building and site shall be rehabilitated and developed substantially in accordance with the Site Plan and within a timetable to be established pursuant to the Schedule of Performance which is part of this Agreement.

1.03. Status of Redevelopers. The qualifications and identity of REDEVELOPERS are of particular importance to the AGENCY. No voluntary or involuntary successor in interest of REDEVELOPERS shall acquire any rights or powers under this Agreement except as expressly set forth herein. Except as provided below or in other sections of this Agreement, REDEVELOPERS shall not assign all or any part of this Agreement or its rights hereunder without the prior written approval of AGENCY. REDEVELOPERS shall promptly notify the AGENCY of any and all changes whatsoever in the identity of the parties. The restrictions of this section shall terminate upon issuance by the AGENCY of Certificate of Completion for the Showboat project and REDEVELOPERS' completion of all obligations and duties under this Agreement.

11225-910

ARTICLE II

ACQUISITION OF THE PROJECT SITE

2.01. Acquisition Agreement. Within fifteen (15) days after execution of this Agreement, the parties shall open an Escrow Account. Said escrow shall close within 60 days of opening. Failure to comply with this requirement shall render this Agreement null and void.

2.02. Obligations of REDEVELOPERS. REDEVELOPERS shall deliver to AGENCY free title Absolute to Parcels 002, 003, 004, 005 and 007, free and clear of any and all liens, encumbrances, assessments, and taxes. This obligation is conditioned upon REDEVELOPERS being able to secure from the mortgage holders free and clear title. REDEVELOPERS will use their best reasonable efforts to do so. Upon failure to do so prior to close of escrow, this Agreement shall become null and void.

2.03. Obligations of AGENCY. AGENCY shall pay into escrow the sum of One Hundred Eighty-eight Thousand and No/100ths (\$188,000.00) Dollars for the property. It shall also pay all escrow and any recording fees incurred in this transaction, and the premium for title insurance. It is understood that pest and structural reports for the structures are waived by the AGENCY.

2.04. Leasehold Conveyance. AGENCY shall succeed to the lease or rental agreements previously held by

11225-911

REDEVELOPERS for the dog grooming business located on Parcel 002.

2.05. Closing of Escrow. AGENCY and REDEVELOPERS shall each deposit such other instruments and funds as are necessary to close escrow and complete the sale and purchase in accordance with the terms of this Agreement.

2.06. Title Regarding Parcels. Upon closing of escrow, REDEVELOPERS shall deliver to AGENCY a title report showing title in fee simple absolute vested in REDEVELOPERS for Parcel 006, free of any liens, encumbrances or assessments except for taxes.

2.07. Land Use Regulations. AGENCY warrants that the Antioch Redevelopment Plan and City zoning for Parcel 006 permits development of said parcels as contemplated by REDEVELOPERS in the Site Plan. AGENCY also warrants that it has published, pursuant to Section 410 of the Redevelopment Plan, a notice of consideration of this Agreement.

ARTICLE III

DEVELOPMENT OF THE PROJECT SITE

3.01. Scope of Development. The Showboat project, also sometimes referred to as "the project", shall be developed in accordance with the Site Plan and plans on file with the AGENCY.

3.02. Approval of Plans. All building, landscape, site and sign plans shall be subject to review and approval

of the AGENCY. The project shall be executed so that landscaping, design and sidewalk treatment is compatible with the City Hall complex across the street, as well as with the design guidelines being developed for the downtown area by AGENCY's consultants.

3.03. Schedule of Performance. REDEVELOPERS shall within five months proceed with the structural and design improvements necessary for the Showboat project, and shall complete all improvements within eighteen (18) months from the date that escrow closes. Completion shall mean that all rehabilitation work contemplated by the Site Plan and accompanying plans has been completed, and that the Showboat is ready for commercial occupancy. The time for completion of exterior landscaping may be extended with the consent of the AGENCY.

3.04. Prohibition Against Transfer. Prior to recordation of a Certificate of Completion with respect to the project, REDEVELOPERS shall not make any total or partial sale, transfer, or conveyance of the whole or any part of Parcel 006 or of the Showboat structure. This prohibition shall not apply subsequent to the issuance of the Certificate of Completion by AGENCY.

3.05. Security Interest in Parcel 006. The timely reconstruction and rehabilitation of the Showboat project is a critical importance, and the reason for this Agreement. If REDEVELOPERS fail to comply with the Schedule of Performance,

1125-912

then they shall be obligated to convey to AGENCY Parcel 006, along with the Showboat building and any other fixtures. The AGENCY shall then be free to complete the project, or to package all parcels for redevelopment to other developers, according to AGENCY's discretion. Prior to REDEVELOPERS obtaining a construction loan, the AGENCY shall have a first position ahead of other creditors in Parcel 006. REDEVELOPERS shall not take out any loan with Parcel 006 as security except loans for the renovation of the Showboat building.

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3.06. Certificate of Completion. Promptly after construction of all improvements and rehabilitation work to be accomplished by REDEVELOPERS, AGENCY shall furnish REDEVELOPERS with a Certificate of Completion acknowledging that such work has been done in accordance with the terms of this Agreement.

ARTICLE IV

USE OF THE PROJECT SITE

~~4.01. Authorized Uses.~~ The project site shall be used for the purposes authorized by the Redevelopment Plan and the City's zoning ordinances.

4.02. Nondiscrimination Covenants. REDEVELOPERS covenant by and for themselves, their heirs, executors, administrators and assigns and all persons claiming under or through them, and this Agreement 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 described herein as Parcel 2, nor shall the lessee himself, 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 venduees in the premises herein described. This covenant shall run with the land in perpetuity.

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ARTICLE V

DEVELOPMENT OF PARCELS 002, 003, 004, 005 and 007

5.01. Intent of the Parties. REDEVELOPERS have contemplated a plan for the development of office and commercial facilities on all parcels, but feel that development of only Parcel 002 is feasible at this time. However, both parties wish to keep open the option of future development on the remaining parcels. AGENCY is acquiring Parcels 002, 003, 004, 005 and 007 at this time for development as a public parking lot. The AGENCY may develop a temporary facility initially so that further commercial development is not precluded.

5.02. Reacquisition and Right of First Refusal.

For a period of three years from the execution of this

Agreement, REDEVELOPERS shall have the right to acquire Parcels 002, 003, 004, 005 and 007 from AGENCY for development pursuant to the master plan. If REDEVELOPERS desire to reacquire the property, the reacquisition price shall be the then current fair market value, as determined by AGENCY's appraiser, plus the value of any improvements made by AGENCY and the value of the appraiser's services. The parties shall enter into a reacquisition agreement, specifying time for performance and other conditions. If REDEVELOPERS do not exercise these rights, they shall retain a right of first refusal if AGENCY determines to dispose of the property for further private development. Such right of first refusal will be based upon the AGENCY's determination of the value of the property at the time. None of the rights described in this section shall be available if REDEVELOPERS have defaulted with regard to this Agreement.

5.03. Time of Performance for AGENCY's Improvements. The AGENCY, following execution of this Agreement and the close of escrow, will make good faith efforts to proceed with development of Parcels 002, 003, 004, 005 and 007 as a temporary parking lot. The intent of the parties is that the AGENCY will have the temporary parking lot available when the Showboat project is completed and ready for occupancy. However, the demolition of structures and other work necessary for the parking facility will be dependent upon funds available to the AGENCY for such purposes.

ARTICLE VI
DEFAULTS, REMEDIES AND TERMINATION

6.01. Defaults. Any failures or delays by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or subsequent default, or of any such rights or remedies. Delays by either party in asserting any of its rights and remedies shall not deprive either party of its right to institute and maintain any legal actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

6.02. Legal Actions. In addition to any other rights or remedies, either party may institute legal action to cure, correct, or obtain any other remedy consistent with the purpose of this Agreement. The rights of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party. If legal action is pursued, the prevailing party shall be entitled to reasonable attorneys fees for the prosecution of such action.

6.03. Binding on Successors. This Agreement shall run with the land and shall be binding on the successors or assigns of the parties.

IN WITNESS WHEREOF, this agreement is executed by the ANTIOCH DEVELOPMENT AGENCY, acting by and through its

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11225 917

Chairman, pursuant to Resolution No. ~~AD-54~~ authorizing such execution, and by the REDEVELOPERS.

ANTIPOCH DEVELOPMENT AGENCY: REDEVELOPERS:

By: *James P. French*
Chairman

By: *James P. French*
James P. French

By: *Donald French*
Donald French

By: *Len Koller*
Len Koller

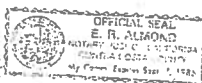
By: *Donald Stiles*
Donald Stiles

APPROVED AS TO FORM:

By: *William S. Galt*
Legal Counsel

11225 918

STATE OF CALIFORNIA
County of Contra Costa
On April 26 19 83 before me,
E. R. Almond a Notary Public,
in and for said State, personally appeared Donald Stiles and Lee Keller
proved to me on the basis of satisfactory
evidence to be the persons whose names are subscribed to the within instru-
ment, and acknowledged to me that he executed the same.



ACKNOWLEDGMENT

STATE OF CALIFORNIA) ss
COUNTY OF CONTRA COSTA

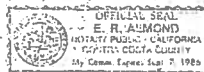
On this 27th day of April in the year 1983, before me, Dorothy P. Marks, City Clerk of the City of Antioch, California, personally appeared Verne L. Roberts, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

WITNESSES: April 27 19 83

Dorothy P. Marks
DOROTHY P. MARKS, CMC
Antioch City Clerk

Civil Code § 51141, 11841

STATE OF CALIFORNIA
County of Contra Costa
On April 21 19 83 before me,
E. R. Almond a Notary Public,
in and for said State, personally appeared Donald French
proved to me on the basis of satisfactory
evidence to be the person whose name is subscribed to the within instru-
ment, and acknowledged to me that he executed the same.



STATE OF CALIFORNIA
County of Contra Costa
On April 12 19 83 before me,
E. R. Almond a Notary Public,
in and for said State, personally appeared James P. Green
proved to me on the basis of satisfactory
evidence to be the person whose name is subscribed to the within instru-
ment, and acknowledged to me that he executed the same.

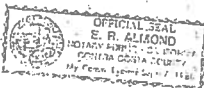


EXHIBIT "A"

ASSESSOR'S PARCEL NO. 66-061-002,
referred to as Parcel "002" in agreement:

Lot 7, Block 3, Town of Antioch, as per Maps
thereof on file in the office of the Recorder
of Contra Costa County.

ASSESSOR'S PARCEL NO. 66-061-003,
referred to as Parcel "003" in agreement:

The south 1/2 of Lots 5 and 6, Block 3, Town
of Antioch, as per Maps on file in the office
of the Recorder of Contra Costa County.

ASSESSOR'S PARCEL NO. 66-061-004,
referred to as Parcel "004" in agreement:

The south 25 feet of Lots 3 and 4 and north
1/2 of Lots 5 and 6, Block 3, Town of
Antioch, as per Maps on file in the office of
the Recorder of Contra Costa County.

ASSESSOR'S PARCEL NO. 66-061-005,
referred to as Parcel "005" in agreement:

The north 75 feet of Lots 3 and 4, Block 3,
Town of Antioch, as per Maps on file in the
office of the Recorder of Contra Costa
County.

ASSESSOR'S PARCEL NO. 66-061-006,
referred to as Parcel "006" in agreement:

Lots 1 and 2, Block 3, Town of Antioch, as
per Maps thereof on file in the office of the
Recorder of Contra Costa County.

ASSESSOR'S PARCEL NO. 66-061-007,
referred to as Parcel "007" in agreement:

Lot 8, Block 3, Town of Antioch, as per Maps
thereof on file in the office of the Recorder
of Contra Costa County.

EXCEPTING THEREFROM, that portion contained
in the deed from Leroy H. Martin and Helen E.

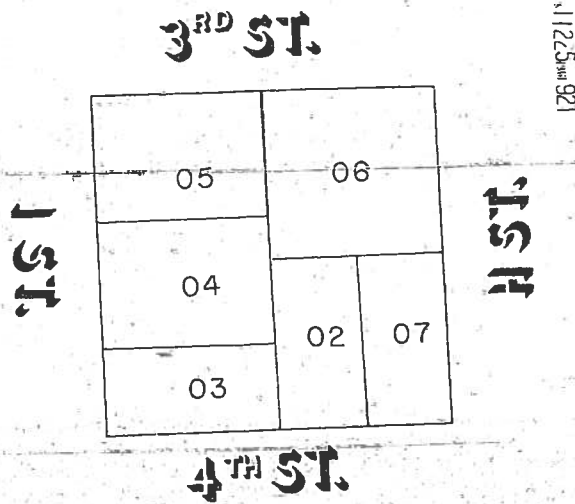
11/25/91

Marlin, his wife, to the City of Antioch, recorded January 29, 1976, in Book 7750, Page 78, Contra Costa County Records, described as follows:

Beginning at the southeast corner of Lot A, Block 3, as shown on the Map of the Town of Antioch filed August 12, 1893, in the office of the Recorder of Contra Costa County, State of California, said southeast corner being the northwest corner of Fourth Street and "H" Street; thence along the east line of said Lot A, being the west line of said "H" Street, north, 20.00 feet to a point of tangency; thence southwesterly along a ~~radius curve concave to the northeast~~ having a radius of 20.00 feet through a central angle of 90°00'00", an arc distance of 31.42 feet to a point of tangency on the south line of said Lot A, said south line being the north line of Fourth Street; thence along said south line east, 20.00 feet to the point of beginning.

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EXHIBIT B



ANTIOCH
BOOK 66 BLOCK 061



RECORDER'S MEMO:
POOR RECORD IS DUE TO
QUALITY OF ORIGINAL DOCUMENT

6. Exception_06_8749916

Return to: Founder title Antioch

MAR -6 1987

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RESOLUTION NO. ADA-120

RESOLUTION OF THE ANTIOCH DEVELOPMENT AGENCY AUTHORIZING
CHAIRMAN TO EXECUTE A DISPOSITION AND DEVELOPMENT AGREEMENT
FOR PARCEL ON THE SHOWBOAT PROPERTY TO DON GLIPHANT, JR.

WHEREAS, the Antioch Development Agency has
advertised its intention to enter into a Disposition and
Development Agreement as required by Section 410 of the
Redevelopment Plan and Section 33433 of the Health and Safety
Code; and

WHEREAS, Section 33433 requires that the resolution
approving such sale contain a finding that the proposed sale
price is not less than the fair market value; and

WHEREAS, the Agency hereby finds that the proposed
sale price of \$5.55 per square foot is not less than the fair
market value of the property (although the total acquisition
cost to the Agency was more because of demolition and
relocation costs); and

WHEREAS, recovering full land, demolition, and
relocation costs would require a sales price higher than fair
market value, which would frustrate the purposes of the
Development Plan by discouraging redevelopment activities;

NOW, THEREFORE, BE IT RESOLVED by the Members of the
Antioch Development Agency that the Agency Chairman is hereby
authorized to execute on behalf of the Agency that certain
Disposition and Development Agreement, attached hereto as
EXHIBIT "A".

The foregoing resolution was passed and adopted by
the Antioch Development Agency of the City of Antioch at a
regular meeting thereof, held on the 25th day of June, 1986,
by the following vote:

AYES: Agency Members Price, Fontana, Stone, Beatty
and Chairman Keller.

NOES: None.

ABSENT: None.

Dorothy P. Marks
DOROTHY P. MARKS
Recording Secretary

OK SK

RECORDED AT REQUEST OF
AND FOR THE BENEFIT OF:
ANTIOCH DEVELOPMENT AGENCY

EXHIBIT "A"

WHEN RECORDED MAIL TO:
William R. Galstan
Agency Legal Counsel
P.O. Box 130
Antioch, CA 94509-0504

BOOK 13490 PAGE 834

DISPOSITION AND DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into at Antioch, California, this 25 day of June, 1986, by and between the ANTIOCH DEVELOPMENT AGENCY, a public body corporate and politic ("AGENCY"), and DONALD OLIPHANT, JR. ("OLIPHANT").

RECITALS

1. AGENCY owns property bounded by "H", Third, "I", and Fourth Streets in downtown Antioch. OLIPHANT wishes to purchase from AGENCY a parcel of approximately 4,500 square feet, plus or minus, on the northwest corner of said property. OLIPHANT is desirous of constructing a building on the parcel, and conducting thereon a beauty college business.

2. AGENCY is willing to sell the parcel to OLIPHANT, and wishes to insure that the development will proceed in a timely fashion, and in compliance with the Redevelopment Plan and the downtown guidelines.

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I

SUBJECT OF AGREEMENT

1.01. Site Plan and Scope of Development.

OLIPHANT shall cause to be prepared a site plan, including plans and renderings of the exterior and interior of the proposed building, and exterior landscaping and signage. Such site plan shall be prepared in accordance with the Antioch Development Agency Redevelopment Plan, and the City of Antioch downtown rehabilitation guidelines. The plan shall be sensitive to the architectural styles on the remainder of the block, as well as to the downtown program. Such plan shall be submitted to the AGENCY within ninety (90) calendar days of the execution of this Agreement. Construction of any improvements shall be contingent upon approval of the plan by the AGENCY, and the City's Design Review Board, which shall be guided by the above considerations.

1.02. Description of Property Conveyed. The

property which is the subject to this Agreement is a parcel of land, containing 4,500 square feet, plus or minus. At the date of execution of this Agreement, the parties contemplate that AGENCY will prepare a parcel map to create the subject parcel.

BOOK 13490 PAGE 835

ARTICLE II

DISPOSITION OF PROJECT SITE

2.01. Disposition Agreement. Within thirty (30) calendar days after execution of this Agreement, the parties shall open an Escrow Account at a title company acceptable to both. Said escrow shall close within ninety (90) calendar days of opening. Failure to comply with this requirement shall render this Agreement null and void.

2.02. Obligation of AGENCY. AGENCY shall deliver to OLIPHANT fee title absolute to the subject parcel, free and clear of liens, encumbrances, assessments and taxes.

2.03. Obligation of OLIPHANT. The purchase price shall be Twenty-five Thousand and No/100ths Dollars (\$25,000.00). OLIPHANT shall make a deposit of One Thousand and No/100ths Dollars (\$1,000.00) upon opening escrow, and pay the remainder upon closing. OLIPHANT shall also be obligated to pay all escrow and title insurance fees.

2.04. Land Use Regulations. AGENCY warrants that the Antioch Redevelopment Plan and City zoning for the subject parcel permit development as contemplated herein. AGENCY also warrants that it has published, pursuant to Section 410 of the Redevelopment Plan, a notice of consideration of this Agreement.

ARTICLE III

DEVELOPMENT OF THE PROJECT SITE

3.01. Scope of Development. The project shall be developed in accordance with the Site Plan and plans on file, approved by the AGENCY.

3.02. Schedule of Performance. OLIPHANT shall complete all improvements within eight (8) months from the date that escrow closes. "Completion" shall mean that the project building as contemplated by the Site Plan has been completed and is ready for occupancy. If substantial progress has not been made as required herein, the parcel shall revert back to the AGENCY, with OLIPHANT being entitled to a credit reimbursement for work completed to date. If no construction has been commenced, OLIPHANT shall be entitled to a refund of the purchase price, less ten percent (10%) as liquidated damages.

3.03. Certificate of Completion. Promptly after construction of all improvements to be accomplished by OLIPHANT, AGENCY shall furnish a Certificate of Completion acknowledging that such work has been done in accordance with the terms of this Agreement.

3.04. Interior Courtyard. OLIPHANT shall design and construct the project so as to accommodate and provide access to a proposed future interior courtyard, which shall service all development on the project site. OLIPHANT shall

initiate an Association, or sign deed covenants, to provide for the future maintenance of the yard, along with covenants, conditions or restrictions for such maintenance. OLIPHANT shall also construct, subject to AGENCY's approval, a ten-foot wide access way along the northerly boundary of the subject parcel.

DATE 1/31/50. 138

ARTICLE IV

USE OF THE PROJECT SITE

4.01. Authorized Uses. The project site shall be used for the purposes authorized by the Redevelopment Plan and the City's zoning ordinance.

4.02. Street Light and Landscape District. OLIPHANT acknowledges that the property will be subject to the Downtown Antioch Street Light and Landscape District, which maintains public lighting and landscaping in the downtown area.

4.03. Nondiscrimination Covenants. OLIPHANT covenants for himself, his heirs, executors, administrators and assigns, and all persons claiming under or through him, that this Agreement 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 sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, 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, sublessees, subtenants, or vendees in the premises herein described. This covenant shall run with the land in perpetuity.

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ARTICLE V

DEFAULTS, BINDING EFFECT

5.01. Defaults. Any failures or delays by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or subsequent default, or of any such rights or remedies, nor shall such delay deprive either party of its right to institute and maintain any legal action which it may deem necessary to protect, assert, or enforce any such rights or remedies.

5.02. Binding on Successors. This Agreement shall run with the land and shall be binding on the successors or assigns of the parties.

IN WITNESS WHEREOF, this Agreement is executed by the Antioch Development Agency, acting by and through its

Chairman, pursuant to Resolution No. ADA-120 authorizing such execution, and by OLIPHANT.

BOOK 13430 PAGE 840

ANTIOCH DEVELOPMENT AGENCY:

DONALD OLIPHANT, JR.:

By:

John W. Wren
Chairman

By:

Donald Oliphant Jr.

APPROVED AS TO FORM:

By:

William R. Gilman
Legal Counsel

RECEIVED

RECORDED AT REQUEST OF
FOUNDERS TITLE CO.

MAR 06 1987

AT 0 CLOCK P.M.
COSTA COUNTY RECORDS
J.R. OLSSON
COUNTY RECORDER
FEE 5

STATE OF CALIFORNIA
County of Contra Costa
City of Antioch

I, DOROTHY P. MARKS, City Clerk in and for said City of Antioch, County of Contra Costa, State of California, do hereby certify that the hereto attached and foregoing paper is a full, true and correct copy of Resolution No. ADA-120 now on file in this office of said city.

WITNESS, my hand, and Official Seal, this 3rd day of March 1987

END OF DOCUMENT

Dorothy P. Marks
City Clerk, City of Antioch,
Contra Costa County, California.

SEAL AFFIXED

BOOK 1349 PAGE 841

87 43916

7. Exception_07_20110054788

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Antioch
City Hall
Third and H Streets
Antioch, California 94509
Attn: City Attorney


CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2011-0054788-00
Tuesday, MAR 15, 2011 10:21:33
FRE \$0.00
Ttl Pd \$0.00 Nbr-0000865043
lrc/R9/1-8

NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE SECTION 27383

066-061-010-6

GRANT DEED

For valuable consideration, the receipt of which is hereby acknowledged,

The Antioch Development Agency, a public body, corporate and politic, of the State of California (the "Grantor"), acting to carry out redevelopment purposes pursuant to the Community Redevelopment Law of the State of California, hereby grants to the City of Antioch, a municipal corporation (the "Grantee"), the real property (the "Property") described in Attachment No. 1 attached hereto and incorporated in this Grant Deed by this reference.

1. The Property is located within the Antioch Community Redevelopment Project Area, (the "Project Area") and is subject to the Antioch Community Redevelopment Plan (the "Redevelopment Plan").
2. In accordance with the terms of the Conveyance Agreement between the Grantor and Grantee dated as of March 9, 2011 (the "Agreement"), the Grantee hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the Property in furtherance of the Redevelopment Plan.
3. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, 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 Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

In Deeds:

109601953744.2

“(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, establish or permit any 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”

In Leases:

“(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee or any person claiming under or through the lessee, 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.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”

In Contracts:

“(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor

shall the transferee or any person claiming under or through the transferee 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 of the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

4. The covenant contained in Section 2 regarding the use of the Property shall remain in effect until the expiration of the effectiveness of the Redevelopment Plan. The covenants contained in Section 3 regarding non-discrimination shall remain in effect in perpetuity.

5. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, and any successor in interest to the Property 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. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties 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 property 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.

6. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the rights to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

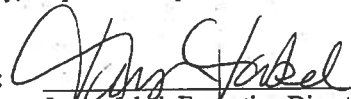
7. This Grant Deed may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Deed as of this 14th day of March 2011.

GRANTOR:

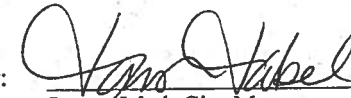
ANTIOCH DEVELOPMENT AGENCY, a public
body, corporate and politic

By:


James Jakel, Executive Director

CITY OF ANTIOCH, a municipal corporation

By:


James Jakel, City Manager

ATTACHMENT NO. 1
PROPERTY DESCRIPTION

Exhibit "A" attached to deed from James P. Green, et al, to Antioch Development Agency dated 4/29/83

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

Parcel One

The north 75 feet of Lots 3 and 4, Block 3, Town of Antioch, as per maps thereof on file in the office of the Recorder of Contra Costa County.

Parcel Two

Lot 7, Block 3, Town of Antioch, as per maps thereof on file in the office of the Recorder of Contra Costa County.

Parcel Three

Lot 8, Block 3, Town of Antioch, as per maps thereof on file in the office of the Recorder of Contra Costa County.

EXCEPTING FROM PARCEL THREE: The parcel of land described in the deed to the City of Antioch, recorded January 29, 1976, Book 7750, Official Records, page 78.

Parcel Four

The south 25 feet of Lots 3 and 4 and the north 1/2 of Lots 5 and 6, Block 3, Town of Antioch, as per maps thereof on file in the office of the Recorder of the County of Contra Costa.

Parcel Five

The south 1/2 of Lots 5 and 6, Block 3, Town of Antioch, as per maps thereof on file in the office of the Recorder of Contra Costa County.

STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James Jake, 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.



Sharon P. Daniels
Notary Public

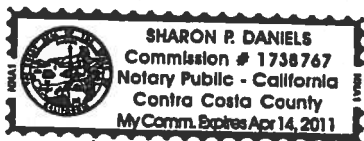
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COUNTY OF CONTRA COSTA)

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WITNESS my hand and official seal.



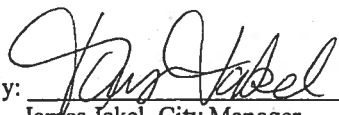
Sharon P. Daniels
Notary Public

CERTIFICATE OF ACCEPTANCE
(Pursuant to Government Code 27281)

This is to certify that the interest in real property conveyed by the Grant Deed from the Antioch Development Agency, dated March 14, 2011 to the City of Antioch, a municipal corporation (the "City"), is hereby accepted on March 14, 2011, by the undersigned officer or agent on behalf of the City pursuant to authority conferred by resolution of the City Council adopted on March 8, 2011, and the City Council consents to the recordation of said document in the Office of the Recorder of Contra Costa, State of California.

Dated: March 14, 2011

By:


James Jakel, City Manager

By:


Lynn Tracy Nerland, City Attorney

STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James Jake, 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.



Sharon P. Daniels
Notary Public

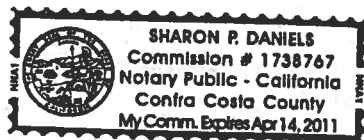
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared Lynn Tracy Venland, 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.



Sharon P. Daniels
Notary Public

END OF DOCUMENT

8. Exception_07a_2011054789

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Antioch
City Hall
Third and H Streets
Antioch, California 94509
Attn: City Attorney

CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2011-0054789-00
Tuesday, MAR 15, 2011 10:21:33
FRE \$0.00
Ttl Pd \$0.00 Nbr-0000865044
lrc/R9/1-8

NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE SECTION 27383

066-061-009-8

GRANT DEED

For valuable consideration, the receipt of which is hereby acknowledged,

The Antioch Development Agency, a public body, corporate and politic, of the State of California (the "Grantor"), acting to carry out redevelopment purposes pursuant to the Community Redevelopment Law of the State of California, hereby grants to the City of Antioch, a municipal corporation (the "Grantee"), the real property (the "Property") described in Attachment No. 1 attached hereto and incorporated in this Grant Deed by this reference.

1. The Property is located within the Antioch Community Redevelopment Project Area, (the "Project Area") and is subject to the Antioch Community Redevelopment Plan (the "Redevelopment Plan").

2. In accordance with the terms of the Conveyance Agreement between the Grantor and Grantee dated as of March 9, 2011 (the "Agreement"), the Grantee hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the Property in furtherance of the Redevelopment Plan.

3. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, 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 Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

In Deeds:

109601953744.2

“(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, establish or permit any 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”

In Leases:

“(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee or any person claiming under or through the lessee, 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.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”

In Contracts:

“(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor

shall the transferee or any person claiming under or through the transferee 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 of the land.

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4. The covenant contained in Section 2 regarding the use of the Property shall remain in effect until the expiration of the effectiveness of the Redevelopment Plan. The covenants contained in Section 3 regarding non-discrimination shall remain in effect in perpetuity.

5. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, and any successor in interest to the Property 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. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties 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 property 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.

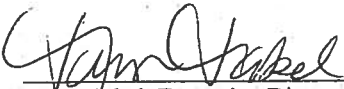
6. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the rights to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

7. This Grant Deed may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

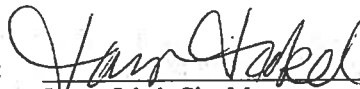
IN WITNESS WHEREOF, the parties hereto have executed this Grant Deed as of this 14th day of March 2011.

GRANTOR:

ANTIOCH DEVELOPMENT AGENCY, a public
body, corporate and politic

By: 
James Jakel, Executive Director

CITY OF ANTIOCH, a municipal corporation

By: 
James Jakel, City Manager

ATTACHMENT NO. 1
PROPERTY DESCRIPTION

Exhibit "A" attached to deed from James P. Green, et al, to Antioch Development Agency dated 4/29/83

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

Parcel One

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Parcel Two

Lot 7, Block 3, Town of Antioch, as per maps thereof on file in the office of the Recorder of Contra Costa County.

Parcel Three

Lot 8, Block 3, Town of Antioch, as per maps thereof on file in the office of the Recorder of Contra Costa County.

EXCEPTING FROM PARCEL THREE: The parcel of land described in the deed to the City of Antioch, recorded January 29, 1976, Book 7750, Official Records, page 78.

Parcel Four

The south 25 feet of Lots 3 and 4 and the north 1/2 of Lots 5 and 6, Block 3, Town of Antioch, as per maps thereof on file in the office of the Recorder of the County of Contra Costa.

Parcel Five

The south 1/2 of Lots 5 and 6, Block 3, Town of Antioch, as per maps thereof on file in the office of the Recorder of Contra Costa County.

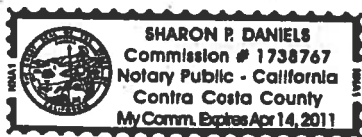
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

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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.



Sharon P. Daniels
Notary Public

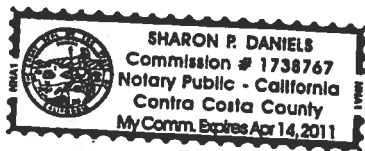
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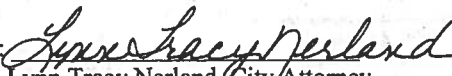
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Notary Public

CERTIFICATE OF ACCEPTANCE
(Pursuant to Government Code 27281)

This is to certify that the interest in real property conveyed by the Grant Deed from the Antioch Development Agency, dated March 14, 2011 to the City of Antioch, a municipal corporation (the "City"), is hereby accepted on March 14, 2011, by the undersigned officer or agent on behalf of the City pursuant to authority conferred by resolution of the City Council adopted on March 8, 2011, and the City Council consents to the recordation of said document in the Office of the Recorder of Contra Costa, State of California.

Dated: March 14, 2011

By: 
James Jakel, City Manager

By: 
Lynn Tracy Nerland, City Attorney

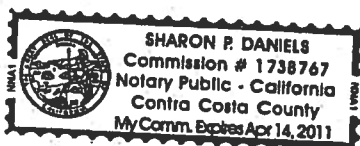
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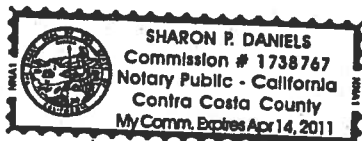
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

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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.



Sharon P. Daniels
Notary Public

END OF DOCUMENT

Order Number: 0714-3761833
Page Number: 3

7. The terms and provisions contained in the document entitled "Grant Deed" recorded March 15, 2011 as Instruments No. 2011-0054788 and 2011-0054789 of Official Records.
8. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/ACSM survey.
9. Rights of parties in possession.

Prior to the issuance of any policy of title insurance, the Company will require:

10. An ALTA/ACSM survey of recent date which complies with the current minimum standard detail requirements for ALTA/ACSM land title surveys.

INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. The property covered by this report is vacant land.
2. According to the public records, there has been no conveyance of the land within a period of twenty four months prior to the date of this report, except as follows:

Documents recorded March 15, 2011 as Instruments No. 2011-0054788 and 2011-0054789 of Official Records.

From: The Antioch Development Agency

To: City of Antioch, a municipal corporation

3. We find no open deeds of trust. Escrow please confirm before closing.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

Property Detail

Contra Costa, CA GUS KRAMER, ASSESSOR

Parcel # (APN): **066-062-016-2**Use Description: **GOVERNMENT**

Parcel Status:

Owner Name: **ANTIOCH CITY OF**Mailing Address: **PO BOX 5007 ANTIOCH CA 94531-5007**Situation Address: **3RD ST ANTIOCH CA 94509**

Legal

Description: **PCL MAP 131 PG 30 PCL B****ASSESSMENT**Total Value: **\$115,765**Use Code: **79**

Zoning:

Land Value: **\$114,284**Tax Rate Area: **001144**

Census Tract:

Impr Value: **\$1,481**Year Assd: **2011**

Improve Type:

Other Value:

Property Tax:

Price/SqFt:

% Improved **1%**

Delinquent Yr

Exempt Amt:

HO Exempt?: **N****SALES HISTORY**Sale 1Sale 2Sale 3TransferRecording Date: **03/16/2011****01/29/1988****01/12/1987****03/16/2011**Recorded Doc #: **55723****14146-425****13380-81****55723**

Recorded Doc Type:

Transfer Amount:

Sale 1 Seller (Grantor):

1st Trst Dd Amt:

Code1:

2nd Trst Dd Amt:

Code2:

PROPERTY CHARACTERISTICSLot Acres: **0.292**

Year Built:

Fireplace:

Lot SqFt: **12,720**

Effective Yr:

A/C:

Bldg/Liv Area:

Heating:

Units:

Total Rooms:

Pool:

Buildings:

Bedrooms:

Stories:

Baths (Full):

Park Type:

Style:

Baths (Half):

Spaces:

Construct:

Site Inflnce:

Quality:

Garage SqFt:

Building Class:

Timber Preserve:

Condition:

Ag Preserve:

Other Rooms:

1. Preliminary Report - CA

CLTA Preliminary Report Form
(Rev. 11/06)

Order Number: 0714-3761849

Page Number: 1

*First American Title***First American Title Company**

191 Sand Creek Road, Suite 50
Brentwood, CA 94513

Escrow Officer: Stacey Barrack
Phone: (925)240-9901
Fax No.: (866)407-2081
E-Mail: sbarrack@firstam.com

E-Mail Loan Documents to: BrentwoodEDocs@firstam.com
Property: 3rd Street
Antioch, CA 94509

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

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Dated as of May 19, 2011 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

To Be Determined

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

CITY OF ANTIOCH, A MUNICIPAL CORPORATION

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A fee.

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2011-2012, a lien not yet due or payable.
2. General and special taxes and assessments for the fiscal year 2010-2011 are exempt.
3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
4. The fact that the land lies within the boundaries of the Antioch Redevelopment Project Area No. 1, as disclosed by the document recorded August 1, 1975 as Instrument No. 75-69311 in Book 7581, Page 986 of Official Records.

Document(s) declaring modifications thereof recorded November 1, 1999 as Instrument No. 1999-289937 of Official Records.

Document(s) declaring modifications thereof recorded July 3, 2007 as Instrument No. 2007-192911 of Official Records.

5. An easement shown or dedicated on the Map as referred to in the legal description

For: 5' access and utility easement and incidental purposes.

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6. An option in favor of Jeffrey Weil as contained in or disclosed by a document recorded January 29, 1988 as Instrument No. 88-16177 in Book 14146, Page 429 of Official Records.
7. The terms and provisions contained in the document entitled "Agreement for Right of Repurchase and for Side Access" recorded January 29, 1988 as Instrument No. 88-16177 in Book 14146, Page 429 of Official Records.
8. The terms and provisions contained in the document entitled "City of Antioch, California Encroachment Permit Agreement" recorded February 26, 1990 as Instrument No. 90-37741 in Book 15679, Page 777 of Official Records.
9. An unrecorded lease dated April 2, 1989, executed by Jeffrey S. Weil as lessor and Marlene Ginochio, Linda Ginochio and Marie Ginochio as lessee, as disclosed by a Memorandum of Lease and Provision Affecting Rights to Improvements on Property and Notice of Pending Action recorded September 28, 1992 as Instrument No. 92-252427 in Book 17877, Page 323 of Official Records.

Terms and provisions contained in the above document.

Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not shown by the public records.

10. The terms and provisions contained in the document entitled "Grant Deed" recorded March 16, 2011 as Instrument No. 2011-0055723-00 of Official Records.
11. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/ACSM survey.
12. Rights of parties in possession.

Prior to the issuance of any policy of title insurance, the Company will require:

13. An ALTA/ACSM survey of recent date which complies with the current minimum standard detail requirements for ALTA/ACSM land title surveys.

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INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. According to the latest available equalized assessment roll in the office of the county tax assessor, there is located on the land a(n) Commercial Structure known as 3rd Street, Antioch, California, 94509.
2. According to the public records, there has been no conveyance of the land within a period of twenty four months prior to the date of this report, except as follows:

A document recorded March 16, 2011 as Instrument No. 2011-0055723-00 of Official Records.

From: The Antioch Development Agency, a public body, corporate and politic,
of the State of California

To: City of Antioch, a municipal corporation

3. We find no open deeds of trust. Escrow please confirm before closing.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

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WIRING INSTRUCTIONS

PAYABLE TO: FIRST AMERICAN TITLE COMPANY
BANK: First American Trust, FSB
ADDRESS: 5 First American Way, Santa Ana, CA 92707
ACCOUNT NO: 3004780000
ROUTING NUMBER: 122241255

PLEASE REFERENCE THE FOLLOWING:

CUSTOMER NAME:

FILE NUMBER: 0714-3761849 (SB)
ATTENTION: STACEY BARRACK

PLEASE USE THE ABOVE INFORMATION WHEN WIRING FUNDS TO **FIRST AMERICAN TITLE COMPANY**. FUNDS MUST BE WIRED FROM A UNITED STATES BANK. PLEASE NOTIFY **STACEY BARRACK** AT (925)240-9901 OR sbarrack@firstam.com WHEN YOU HAVE TRANSMITTED YOUR WIRE. FAX NUMBER: (866)407-2081

FIRST AMERICAN TRUST CONTACT INFO: Banking Services 1-877-600-9473

**ALL WIRES WILL BE RETURNED IF THE FILE NUMBER
AND/OR NAME(S) ARE NOT INCLUDED**

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LEGAL DESCRIPTION

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

PARCEL B, AS DESIGNATED ON THE PARCEL MAP FILED JANUARY 6, 1988, BOOK 131, PARCEL MAPS, PAGE 30, CONTRA COSTA COUNTY RECORDS.

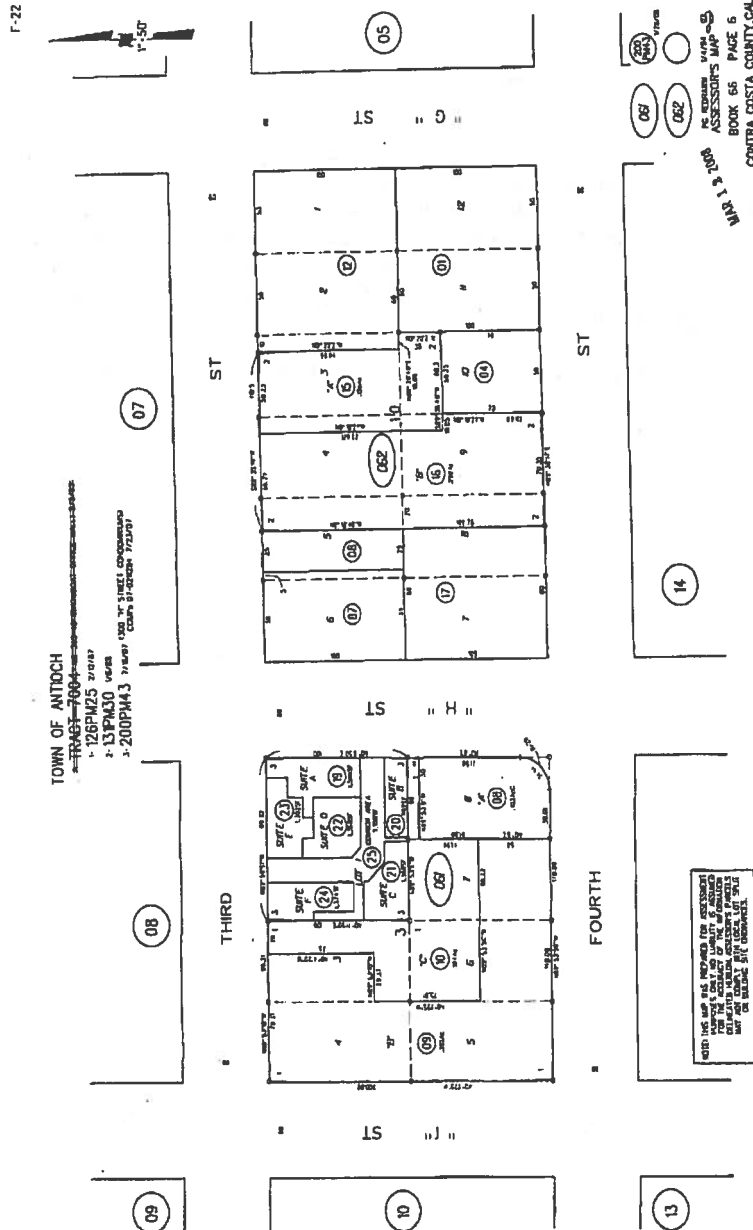
EXCEPTING THEREFROM:

A RIGHT OF WAY (NOT TO BE EXCLUSIVE) FOR USE AS A ROADWAY FOR VEHICLES OF ALL KINDS, PEDESTRIANS AND ANIMALS, FOR WATER, GAS, OIL AND SEWER PIPE LINES, AND FOR TELEPHONE, TELEVISION SERVICE, ELECTRIC LIGHT AND POWER LINES, TOGETHER WITH THE NECESSARY POLES OR CONDUITS, AS AN APPURTENANCE TO PARCEL A, AS DESIGNATED ON SAID PARCEL MAP, 131 PM 30, OVER THAT PORTION OF SAID PARCEL B LYING WITHIN THE AREA DESIGNATED AS "5' ACCESS & UTILITY EASEMENT TO PARCEL A" ON SAID PARCEL MAP, 131 PM 30.

APN: 066-062-016

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Description: Contra Costa, CA Assessor Map 66.6 Page: 1 of 1
Order: coco Comment:

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NOTICE

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

If you have any questions about the effect of this new law, please contact your local First American Office for more details.

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EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy; or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

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**3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant, (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

**5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

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1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy;
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy); or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
(i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
(ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
(iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
(a) to timely record the instrument of transfer; or
(b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance

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- resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
 3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
 4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**10. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL
TITLE INSURANCE POLICY - 1987
EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

* land use	* land division
* improvements on the land	* environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
 - * a notice of exercising the right appears in the public records on the Policy Date
 - * the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.
3. Title Risks:
 - * that are created, allowed, or agreed to by you
 - * that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
 - * that result in no loss to you
 - * that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - * to any land outside the area specifically described and referred to in Item 3 of Schedule A, or
 - * in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

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11. EAGLE PROTECTION OWNER'S POLICY**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 2008
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 2008**

Covered Risks 16 (Subdivision Law Violation), 18 (Building Permit), 19 (Zoning) and 21 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building
 - b. zoning
 - c. land use
 - d. improvements on the land
 - e. land division
 - f. environmental protectionThis Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

**12. THIRD GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN
POLICY (1/01/08)****EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions, or location of any improvement erected on the Land; (iii) the subdivision of land; or (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
(a) created, suffered, assumed or agreed to by the Insured Claimant;
(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

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- (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing business laws of the state where the Land is situated.
 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
 6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
 8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

13. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

14. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006

WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 13 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

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1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

**15. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

**16. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 15 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.



First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

2. Exception_O4_69311

AUG - 1 1975

69311 15 986

69311

REGISTERED AT REQUEST OF
City of Antioch

AUG - 1 1975

AT 4:30 O'CLOCK P. M.
CONTRA COSTA COUNTY RECORDS
J. R. OLSSON
COUNTY RECORDER
FEE 0800

NOTICE

PLEASE TAKE NOTICE THAT THE CITY OF ANTIOCH AND THE ANTIOCH DEVELOPMENT AGENCY HAVE INSTITUTED PROCEEDINGS PURSUANT TO THE CALIFORNIA REDEVELOPMENT LAW (SECTION 33000 ET SEQ. OF THE HEALTH & SAFETY CODE) FOR THE REDEVELOPMENT OF THE ANTIOCH DEVELOPMENT AGENCY PROJECT AREA. SAID PROJECT AREA IS MORE PARTICULARLY DESCRIBED IN THE EXHIBIT MARKED EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

ATTEST:

SEAL AFFIXED

Dorothy P. Marks
Dorothy P. Marks, Secretary
Antioch Development Agency

EXHIBIT "A"

PROJECT AREA
BOUNDARY DESCRIPTION

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Beginning at the most northerly boundary corner of the City of Antioch; thence generally south along the West boundary to a point on the north line of State Highway 4 and its intersection with the east line of the Los Medanos Wasteway; thence southerly along said east line to the south line of Delta Fair Boulevard; thence easterly along said south line to the northwest corner of Parcel 74-123-04; thence southerly and easterly along the west and south boundaries of said parcel to the west line of Fairview Drive; thence southerly along said west line to the north line of Parcel 74-123-05; thence westerly along said north line to the north line of a 100 foot East Bay Municipal Utility District right-of-way; thence westerly along said north line to the east line of said Los Medanos Wasteway; thence southerly along said east line to the south line of Buchanan Road; thence easterly along said south line to the northwest corner of Parcel 75-010-07; thence southerly and easterly along south and west boundaries of said parcel to the center line of Somersville Road; thence southerly along said center line to a point on the southwest line of the Contra Costa Canal, said point being on the boundary of the City of Antioch; thence southerly, easterly, and northerly along said boundary to said southwest line of the Contra Costa Canal; thence northerly along said southwest line to the east line of Markley Creek; thence northeasterly along said east line to the west line of Parcel 76-030-068; thence southerly, easterly, and northerly along the west, south, and east boundary lines of said parcel to the east line of Markley Creek; thence northeasterly along said east line to the north line of Mahogany Way; thence westerly along said north line to the southwest corner of Parcel 74-370-008; thence northerly along the west line of said parcel to the south line of Sycamore Drive; thence easterly along said south line to the northeast corner of said Parcel 74-370-008; thence northerly across Sycamore Drive and along the east boundary of Parcel 74-370-004 to the south line of the Southern Pacific Railroad; thence easterly along the Southern Pacific Railroad to a point which is south of the southwest corner of Parcel 74-321-002; thence northwesterly along the south line of Fairview Terrace subdivision to the southeast corner of Parcel 74-160-003; thence along the southeast boundary of said parcel to the north line of West 18th Street; thence along said north line to the southeast corner of Parcel 74-171-003; thence along the west line of said Fairview Terrace subdivision to a point on the south line of Parcel 74-160-001; thence easterly along the north line of Parcel 74-160-008 and Parcel 74-334-027 to the northeast corner of said Parcel 74-334-027; thence north along the east line of Parcel 74-334-026 and Parcel 74-334-015 to the south line of 10th Street; thence easterly along the south line of 10th Street to the west line of Parcel 67-021-001; thence southerly and easterly along the boundary of said parcel and Parcel 67-021-002 and across "L" Street to the east line; thence south to the southwest corner of Parcel 67-022-002; thence easterly along the north line of Loma Lane to the east line of "H" Street; thence northerly to the northwest corner of Parcel 67-050-016; thence easterly to the east line of "G" Street; thence southerly to the southwest corner of Parcel 67-060-001; thence easterly and northerly along said boundary to the south line of 10th Street; thence westerly to a point which is south of the

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southeast corner of Parcel 66-207-014; thence northerly along the east line of Parcels 66-207-014 and 66-207-008 to the south line of 9th Street; thence west to the east line of "G" Street; thence northerly to the northwest corner of Parcel 66-203-014; thence westerly to the west line of "H" Street; thence southerly to the southeast corner of Parcel 66-205-008; thence westerly to the southeast corner of Parcel 66-217-007; thence along the boundary of said parcel northerly and westerly to the west line of "L" Street; thence southerly to the north line of 10th Street; thence westerly to the west line of "O" Street; thence northerly along "O" Street to the northeast corner of Parcel 74-130-043; thence westerly 150 feet; thence northerly to the south line of 6th Street; thence east to the east line of "H" Street; thence north to the south line of 4th Street; thence east to the east line of "L" Street; thence north to the northwest corner of Parcel 66-103-008; thence easterly to the southwest corner of Parcel 66-092-012; thence southerly to the south line of 3rd Street; thence easterly to the northeast corner of Parcel 66-107-009; thence south to the south line of Fourth Street; thence east to the northeast corner of Parcel 66-133-010; thence south to the southeast corner thereof; thence easterly to the east line of "I" Street to the west line of Parcel 66-141-006; thence southerly, easterly, and northerly along the west, south, and east boundary of said parcel to the northwest corner of parcel 66-141-005; thence easterly to the west line of "H" Street; thence southerly to the south line of 6th Street; thence easterly to the east line of "F" Street; thence northerly to the south line of 4th Street; thence easterly to the northeast corner of Parcel 66-144-009; thence northerly to the northwest corner of Parcel 66-057-004; thence easterly and along the north lines of Parcels 66-057-004, 66-057-003, 66-057-002, and 66-057-001 to the east line of "E" Street; thence northerly to the south line of 3rd Street; thence east to the west line of "C" Street; thence southerly to the south line of 4th Street; thence easterly to the west line of "B" Street; thence southerly to the south line of 6th Street; thence easterly to the northeast corner of Parcel 66-161-013; thence southerly to the north line of 8th Street; thence westerly to the southwest corner of Parcel 66-163-003; thence southerly to the north line of 9th Street; thence westerly to the west line of "B" Street; thence southerly to the north line of 10th Street; thence westerly to the southwest corner of Parcel 66-189-003; thence southerly and easterly along the boundary of Parcel 67-092-001, to the northeast corner of Parcel 67-092-003; thence southerly to the southeast corner of Parcel 67-093-016; thence westerly, southerly, and easterly along the north, west, and south boundary lines of Parcel 67-093-019 to the northwest corner of Parcel 67-102-067; thence southerly to the southwest corner of Parcel 67-102-052; thence easterly to the northeast corner of Parcel 67-102-007; thence southerly to the south side of 15th Street; thence easterly to the northeast corner of Parcel 67-103-026; thence southerly to the southeast corner thereof; thence southerly, easterly, southerly, and westerly along the eastern boundary lines of Parcel 67-103-017 to the northwest corner of Parcel 67-103-018; thence southerly to the south line of 17th Street; thence west and south along the boundary of Parcel 67-243-030 to the southwest corner thereof; thence westerly to the northwest corner of Parcel 67-243-006; thence southerly to the south line of 18th Street; thence westerly to the northwest corner of Parcel 67-246-008; thence southerly to the southwest corner thereof; thence westerly to the northeast corner of Parcel 67-262-002; thence southerly

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to the north line of 19th Street; thence westerly to the southwest corner of Parcel 67-261-004; thence northerly to the northwest corner thereof; thence westerly to the east line of "D" Street; thence southerly to the north line of 20th Street; thence easterly to the east line of "C" Street; thence northerly to the northwest corner of Parcel 67-263-004; thence easterly to the northeast corner of Parcel 67-263-001; thence southerly to the northwest corner of Parcel 67-251-010; thence easterly to the northeast corner of Parcel 67-251-009; thence southerly to the south line of 20th Street; thence easterly to the northeast corner of Parcel 67-252-007; thence southerly to the southeast corner thereof; thence westerly to the southwest corner of Parcel 67-252-001; thence northerly to the southeast corner of Parcel 67-266-007; thence westerly to the east line of "C" Street; thence north to the south line of 20th Street; thence westerly to the east line of "D" Street; thence southerly to the south line of Parcel 67-277-002; thence southeast to the northeast corner of Parcel 67-274-005; thence southerly to the south line of West Madill Street; thence easterly to the northwest corner of Parcel 67-275-023; thence southerly to the south line of Rossi Avenue; thence west, south, and east along the boundary line of Parcel 67-282-029 to the northwest corner of Parcel 67-282-026; thence southerly to the south line of Texas Street; thence easterly to the west line of "A" Street; thence southerly to the north line of Drake Street; thence easterly to the southeast corner of Parcel 68-142-019; thence westerly and northerly along the boundary of subdivision Sunset Gardens to the south line of Brian Ave; thence easterly to the point south of the southeast corner of Parcel 68-132-036; thence northerly to the northeast corner of said parcel; thence easterly, northerly, and westerly along the boundary of Parcel 68-132-033 to the southeast corner of Parcel 68-132-037; thence northerly to the northeast corner of Parcel 68-131-037; thence easterly and northerly along the south and east boundary of Parcel 68-131-031, to the south line of Southern Pacific Railroad; thence along said south line northwesterly to the east line of "A" Street; thence northerly to the south line of 19th Street; thence easterly to the point which is south of the southeast corner of Parcel 68-011-034; thence northerly along the east boundary lines of Parcels 68-011-034 and 68-011-001 to the south line of E. 18th Street; thence easterly to the west line of Evergreen Avenue; thence southerly to the point which is west of the southwest corner of Parcel 68-017-010; thence easterly to the southeast corner thereof; thence northerly to the south west corner of Parcel 68-041-002; thence easterly to the east line of Highway 140; thence northerly to the southwest corner of Parcel 68-041-011; thence easterly to the southeast corner of said parcel; thence southerly to the southwest corner of Parcel 68-041-013; thence easterly to the east line of Alpha Way; thence southerly to the southwest corner of Parcel 68-042-023; thence easterly to the southeast corner thereof; thence southerly to the southwest corner of Parcel 68-042-003; thence easterly to the east line of Crestwood Drive; thence northerly to the northwest corner of Parcel 68-043-011; thence easterly to the southeast corner of Parcel 68-046-034; thence northerly and easterly along the west and north boundary lines of Parcel 68-046-003 to the east line of Cavallo Road; thence north to the southwest corner of Parcel 68-051-015; thence easterly to the southeast corner of Parcel 68-051-019; thence southerly to the southwest corner of Parcel 68-051-042; thence easterly to the southwest corner of Parcel 68-051-024; thence northerly to the northwest

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corner of Parcel 68-051-037; thence easterly to the east line of Siglow Drive; thence northerly to the north line of E. 18th Street; thence easterly to the west line of Hillcrest Avenue; thence southerly along the west line of Hillcrest Avenue to a point which is west of the south west corner of Parcel 51-272-035; thence easterly and northerly along the south and east boundary of said parcel to the south line of E. 18th Street; thence easterly to the northeast corner of Parcel 51-272-006; thence southerly to the southeast corner of Parcel 51-242-005; thence westerly to the east line of Hillcrest Avenue, said line being the Antioch City Limits; thence along said Antioch City Limits line southerly, easterly, northerly, and westerly to the southeast corner of Parcel 51-263-019; thence westerly to the southwest corner of Parcel 51-265-035; thence westerly along the south lines of Parcels 51-120-022 and 51-120-023 to the southeast corner of Parcel 51-120-016; thence westerly to the east line of Hillcrest Avenue; thence northerly to a point which is east of the northeast corner of Parcel 65-262-024; thence westerly to the southeast corner of Parcel 65-262-027; thence westerly along the south line of Lake Alhambra subdivision to the southeast corner of Parcel 65-235-019; thence northerly to the south line of South Lake Drive; thence westerly to the west line of Alhambra Drive; thence southerly to the northeast corner of Parcel 65-142-023; thence along the boundary of said parcel westerly to the east line of Amber Drive; thence northerly to a point which is east of the southeast corner of Parcel 65-143-013; thence westerly to the southwest corner of Parcel 65-143-007; thence northerly to the north line of Amber Drive; thence westerly to the east line of Cavallo Road; thence northerly to a point which is east of the northeast corner of Parcel 65-151-037; thence westerly to the northwest corner thereof; thence southerly to the northeast corner of Parcel 65-151-002; thence westerly to the west line of Nola Avenue; thence southerly to the northeast corner of Parcel 65-152-043; thence westerly to the west line of Wisner Drive; thence northerly to the northeast corner of Parcel 65-152-027; thence westerly and southerly along the north and west lines of said parcel to the northeast corner of Parcel 65-161-001; thence westerly to the west line of Marie Avenue; thence northerly to the southeast corner of Parcel 65-164-012; thence westerly, northerly, and westerly along the boundary of Parcel 65-164-023 to the northwest corner thereof; thence northerly to the south line of East 16th Street; thence westerly to the northeast corner of Parcel 65-172-022; thence southerly to the southeast corner thereof; thence westerly to the north west corner of Parcel 65-172-027; thence southerly to the southeast corner of Parcel 65-172-007; thence westerly along the boundary lines of Parcels 65-172-024, 65-172-025, and 65-172-026 to the northwest corner of Parcel 65-172-028; thence northerly to the southeast corner of Parcel 65-183-029; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-007; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-006; thence westerly to the southwest corner of Parcel 65-183-004; thence northerly to the north line of East 16th Street; thence westerly to the southwest corner of Parcel 65-182-030; thence northerly to the northwest corner thereof; thence easterly to the southeast corner of Parcel 65-182-027; thence northerly to the northwest corner of Parcel 65-191-020; thence easterly to the southeast corner of Parcel 65-181-014; thence northerly and westerly along the east and north line of said parcel to the east line of "A" Street; thence northerly to the northwest corner of Parcel 65-181-018; thence easterly to the southeast

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BOOK 7581 ff 989

corner of Parcel 65-075-002; thence northerly to the north line of E. 13th Street; thence easterly to the southeast corner of Parcel 65-071-009; thence northerly to the southeast corner of Parcel 65-064-005; thence westerly to "A" Street; thence northerly to the southwest corner of Parcel 65-061-002; thence easterly to the southeast corner thereof; thence northerly to the north line of Wilbur Avenue; thence easterly to the southeast corner of Parcel 66-164-007; thence northerly to the point on the south line of Parcel 66-164-010; thence westerly to the southwest corner of Parcel 66-164-013; thence northerly to the north line of 7th Street; thence easterly to the southeast corner of Parcel 66-162-008; thence northerly to a point on the south line of Parcel 66-162-011; thence easterly and northerly along the southerly and easterly boundaries of said parcel to the south line of 6th Street; thence northerly to the southeast corner of Parcel 66-032-018; thence northerly to the northeast corner thereof; thence easterly to the east line of the roadway described in Book 27 of Deeds at Page 475; thence southerly along the east line thereof to the northwest corner of Parcel 65-050-026; thence easterly to the northeast corner of Parcel 65-050-013; thence north, east, and south along the boundary of Parcel 65-050-006 to the northwest line of Parcel 65-050-005; thence easterly along the northerly and easterly property lines of Parcels 65-050-005, and 65-050-029, to the northeast corner of Parcel 65-050-029; thence southerly to the northerly most point of Parcel 65-050-017; thence southeasterly along the eastern boundary of said Parcel 65-050-017 to the north line of Wilbur Avenue; thence easterly along the north line of Wilbur Avenue to a point which is north of the west line of Marie Avenue; thence south to the south line of Wilbur Avenue, thence east to the northeast corner of Parcel 65-101-014; thence southerly to the northwest corner of Parcel 65-101-015; thence easterly to the northeast corner of Parcel 65-110-012, said corner being on the Antioch City Limits; thence along northerly, and westerly along said City of Antioch boundary to the point of beginning.

* * * * *

END OF DOCUMENT

3. Exception_04a_19990289937

17

OFFICE OF THE CITY CLERK



L. JOLENE MARTIN
City Clerk

Recording Requested by
and When Recorded Return to:

City Clerk
City of Antioch
P.O. Box 5007
Antioch, CA 94531-5007

CONTRA COSTA Co Recorder Office
STEPHEN L. MEIR, Clerk-Recorder
DOC- 1999-0289937-00
M, NOV 01, 1999 15:02:03
FEE \$0.00
Ttl Pd \$0.00 Nbr-0000718887
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**NOTICE OF ADOPTION OF AN AMENDMENT TO THE REDEVELOPMENT PLAN
FOR THE ANTIOCH REDEVELOPMENT PROJECT**

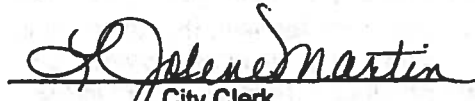
NOTICE IS HEREBY GIVEN that the City Council of the City of Antioch adopted Ordinance NO. 963-C-S and 964-C-S on October 26, 1999, approving and adopting the Amendment to the Redevelopment Plan for the Antioch Redevelopment Project.

A legal description of the boundaries of the Project Area is attached hereto as Exhibit A and incorporated herein by reference.

Proceeding for the redevelopment of the Project Area, as amended, have been instituted under the California Community Redevelopment Law (Health and Safety Code Section 3300 et seq.).

Filed for recordation with the County Recorder of Contra Costa County by order of the City Council of the City of Antioch, California.

Dated: October 29, 1999


City Clerk
City of Antioch

Attachment

289937

ORDINANCE NO. 963-C-S

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF ANTIOCH ESTABLISHING AND AMENDING
CERTAIN LIMITATIONS WITH RESPECT TO THE
REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT**

WHEREAS, the City Council of the City of Antioch (the "City Council") adopted Ordinance No. 290-C-S on July 15, 1975, approving and adopting the Redevelopment Plan (the "Redevelopment Plan") for the Antioch Redevelopment Project (the "Project"); and

WHEREAS, on April 10, 1979, the City Council adopted Ordinance No. 398-C-S, approving and adopting an amendment to the Redevelopment Plan; and

WHEREAS, on November 12, 1986, the City Council adopted Ordinance No. 653-C-S, establishing certain limitations with respect to the Redevelopment Plan; and

WHEREAS, the Antioch Development Agency (the "Agency") has been designated as the official redevelopment agency in the City of Antioch to carry out the functions and requirements of the Community Redevelopment Law of the State of California (Health and Safety Code Section 33000 et seq.) and to implement the Redevelopment Plan; and

WHEREAS, Section 33333.6 of the Community Redevelopment Law requires that every redevelopment plan adopted on or before December 31, 1993, contain certain limitations: (1) if the plan contains the provisions set forth in Section 33670 of the Community Redevelopment Law ("tax increment authority"), a time limit on the establishing of loans, advances and indebtedness which shall not exceed 20 years from the adoption of the redevelopment plan or January 1, 2004, whichever is later; (2) a time limit on the effectiveness of the redevelopment plan which shall not exceed 40 years from the adoption of the redevelopment plan or January 1, 2009, whichever is later; and (3) a time limit on the repayment of indebtedness which shall not exceed 10 years from the termination of the effectiveness of the redevelopment plan; and

WHEREAS, Section 33333.6 further provides that a redevelopment plan adopted prior to January 1, 1994, may be amended by the legislative body by adoption of an

STATE OF CALIFORNIA
County of Contra Costa
City of Antioch

I, L. JoJene Martin, City Clerk in and for said City of Antioch, County of Contra Costa, State of California, do hereby certify under penalty of perjury that the hereto attached and foregoing paper is a full, true and correct copy of _____
Ordinance No. 963-C-5 now on file in this office of said city.

19 99

WITNESS, my hand, and Official Seal, this 29th day of October

L. JoJene Martin
City Clerk, City of Antioch
Contra Costa County, California

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ordinance on or after January 1, 1999, but on or before December 31, 1999, provided that the redevelopment plan as so amended does not exceed the terms provided in that section; and

WHEREAS, Ordinance No. 653-C-S established a time limit for incurring indebtedness that exceeds the maximum permitted by subdivision (a) of Health and Safety Code Section 33333.6 and, therefore, should be amended; and

WHEREAS, the Redevelopment Plan contains an ambiguous termination date for the Redevelopment Plan that should be clarified; and

WHEREAS, a time limit for repayment of indebtedness in accord with Health and Safety Code Section 33333.6 should be established;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANTIOCH DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. A new sentence is hereby added to the end of the last paragraph of subsection 1 of Section 1201 of the Redevelopment Plan to read as follows:

"The Agency shall not establish or incur loans, advances or indebtedness to finance, in whole or in part, the Project after January 1, 2004."

SECTION 2. The existing sentence in Section 406 of the Redevelopment Plan is hereby deleted and replaced by the following:

"Except for the nondiscrimination and nonsegregation provisions that shall run in perpetuity, the provisions of this Plan shall be effective, and the provisions of other documents formulated pursuant to this Plan may be made effective, for forty (40) years from the date of adoption of this Plan. Based upon the date of adoption of the Redevelopment Plan, the effectiveness of the Redevelopment Plan shall terminate on July 15, 2015."

SECTION 3. The Agency shall not pay indebtedness or receive property taxes pursuant to Health and Safety Code Section 33670 after ten (10) years from the termination of the effectiveness of the Redevelopment Plan, as established in Section 2 of this Ordinance. Based upon the termination date established in Section 2 of this Ordinance, the Agency shall not pay indebtedness or receive property taxes pursuant to Section 33670 after July 15, 2025.

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SECTION 4. Ordinance Nos. 290-C-S, 398-C-S and 653-C-S are continued in full force and effect as amended by this Ordinance.

SECTION 5. The City Clerk is hereby directed to send a certified copy of this Ordinance to the Agency.

SECTION 6. Severability. If any part of this Ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance, and this City Council hereby declares that it would have passed the remainder of this Ordinance if such invalid portion thereof had been deleted.

SECTION 7. Publication. The City Clerk is hereby ordered and directed to cause this Ordinance to be published once in *The Ledger Dispatch*, a newspaper of general circulation, published and circulated in the City of Antioch.

SECTION 8. This ordinance shall be in full force and effect thirty (30) days after its passage.

* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch, held on the 28th day of September, 1999, and passed and adopted at a regular meeting thereof, held on the 26th day of October, 1999.

AYES: Council Members Freitas, Soliz, Davis, and Mayor Rocha.

NOES: Council Member Sudario.

ABSENT: None.

s/ Mary Helen Rocha
MAYOR OF THE CITY OF ANTIOCH

ATTEST:

s/ L. Jolene Martin
CITY CLERK OF THE CITY OF ANTIOCH


STATE OF CALIFORNIA
County of Contra Costa

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City of Antioch

I L. Jolene Martin, City Clerk in and for said City of Antioch, County of Contra Costa, State of California, do hereby certify under penalty of perjury that the hereto attached and foregoing paper is a full, true and correct copy of Ordinance No. 964-C-S now on file in this office of said city.

WITNESS, my hand, and Official Seal, this 29th day of October 19 99


City Clerk, City of Antioch
Contra Costa County, California

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ORDINANCE NO. 964-C-5
AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF ANTIOCH, CALIFORNIA, AMENDING
ORDINANCE NOS. 290-C-5, 398-C-5, 653-C-5 AND
APPROVING AND ADOPTING AN AMENDMENT
TO THE REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT

WHEREAS, the City Council of the City of Antioch (the "City Council") adopted Ordinance No. 290-C-5 on July 15, 1975, approving and adopting the Redevelopment Plan (the "Redevelopment Plan") for the Antioch Redevelopment Project (the "Project") and adopted Ordinance No. 398-C-5 on April 10, 1979, Ordinance No. 653-C-5 on November 12, 1986, and Ordinance No. 963-C-5, on October 26, 1999, amending the Redevelopment Plan; and

WHEREAS, the City Council has received from the Antioch Development Agency (the "Agency") a proposed amendment (the "Amendment") to the Redevelopment Plan, a copy of which is on file at the office of the Agency and at the office of the City Clerk, both at City Hall, Third and H Streets, Antioch, California, together with the Report of the Agency to the City Council on the proposed Amendment, including: (1) the reasons for amending the Redevelopment Plan; (2) the report and recommendations of the Planning Commission of the City of Antioch (the "Planning Commission"); and (3) the Negative Declaration; and

WHEREAS, the proposed Amendment would re-establish the time period within which the Agency can exercise its eminent domain authority and make certain other minor, technical amendments to bring the Redevelopment Plan into conformity with the current Community Redevelopment Law (Health and Safety Code Section 33000 et seq.); and

WHEREAS, by Resolution No. 99-19, adopted on August 18, 1999, the Planning Commission has reported that the Redevelopment Plan, as it is proposed to be amended by the Amendment, conforms to the General Plan of the City of Antioch and has recommended approval of the proposed Amendment; and

WHEREAS, a Negative Declaration was prepared on the proposed Amendment in accordance with the California Environmental Quality Act (Public Resources Code Section 21000 et seq.), the Guidelines for Implementation of the California

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Environmental Quality Act (14 Cal. Code Regs. Section 15000 et seq.), and environmental procedures adopted by the Agency pursuant thereto; and

WHEREAS, the Agency and the City Council have reviewed and considered the Negative Declaration on the proposed Amendment and have each approved the Negative Declaration; and

WHEREAS, the City Council and the Agency held a joint public hearing on September 28, 1999, on the adoption of the Amendment and approval of the Negative Declaration on the Amendment in the City Council Chambers, Third and H Streets, Antioch, California; and

WHEREAS, a notice of said hearing was duly and regularly published in *The Ledger Dispatch*, a newspaper of general circulation in the City of Antioch, once a week for three successive weeks prior to the date of said hearing, and a copy of said notice and affidavit of publication are on file with the City Clerk and the Agency; and

WHEREAS, copies of the notice of joint public hearing and a statement concerning acquisition of property by the Agency were mailed to the last known address of each assessee of each parcel of land in the Project Area, as shown on the last equalized assessment roll of the County of Contra Costa; and

WHEREAS, copies of the notice of joint public hearing were mailed to each business and resident in the Project Area; and

WHEREAS, copies of the notice of joint public hearing were mailed by certified mail with return receipt requested to the governing body of each taxing agency that receives taxes from property in the Project Area; and

WHEREAS, the City Council has considered the Report of the Agency, the report and recommendations of the Planning Commission, the proposed Amendment and the Negative Declaration; has provided an opportunity for all persons to be heard; and has received and considered all evidence and testimony presented for or against any and all aspects of the proposed Amendment;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANTIOCH DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The purpose and intent of the City Council with respect to the Amendment is to promote the full and effective implementation of the Redevelopment

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Plan for the Antioch Redevelopment Project by re-establishing, for an additional twelve (12) years, the Agency's power to acquire property by eminent domain. Implementation of the Redevelopment Plan will serve to eliminate blight and improve the physical and economic conditions in the Project Area.

SECTION 2. The City Council hereby finds and determines that:

(a) Remaining blight exists within the Project Area, the redevelopment of which is necessary to effectuate the public purposes in the Community Redevelopment Law. This finding is based upon the facts set forth in the Agency's Report to the City Council, particularly the descriptions of deterioration, stagnated or decreased property values, vacancy rates, low lease rates, asbestos and other blighting conditions.

(b) It is necessary and desirable to amend the Redevelopment Plan in the manner set forth in the proposed Amendment in order to carry out the redevelopment of the Project Area and make possible the achievement of the goals and objectives of the Redevelopment Plan. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that, without eminent domain authority, the Agency will not be able to assemble sites and eliminate remaining blight within the Project Area.

(c) The proposed Amendment will aid in the redevelopment of the Project Area in conformity with the Community Redevelopment Law and in the interests of the public peace, health, safety and welfare. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that implementation of the Redevelopment Plan will serve to eliminate remaining blight and improve physical and economic conditions in the Project Area and that eminent domain authority is necessary for the full and effective implementation of the Redevelopment Plan.

(d) The Redevelopment Plan, as it is proposed to be amended by the Amendment, is consistent with the General Plan of the City of Antioch. This finding is based upon the findings of the Planning Commission set forth in Resolution No. 99-19, adopted on August 18, 1999, a copy of which is included in the Agency's Report to the City Council.

(e) The carrying out of the Redevelopment Plan, as it is proposed to be amended by the Amendment, will promote the public peace, health, safety and welfare of the City of Antioch and will effectuate the purposes and policy of the

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Community Redevelopment Law. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that redevelopment, as contemplated by the Redevelopment Plan, will benefit the Project Area by authorizing the Agency to assemble sites for redevelopment to correct the significant blight remaining in the Project Area.

(f) The condemnation of real property within the Project Area, as provided for in the proposed Amendment, is necessary to the execution of the Redevelopment Plan, and adequate provisions have been made for the payment for property to be acquired as provided by law. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that, without eminent domain authority, certain sites within the Project Area could not be assembled for redevelopment. This finding is further based on the fact that, in connection with the acquisition of property by the Agency, the Agency will comply with all applicable provisions of the California Eminent Domain Law (Code of Civil Procedure Section 1230.010 et seq.) and the California Relocation and Real Property Acquisition Law (Government Code Section 7260 et seq.), including provisions requiring the payment of just compensation.

(g) The elimination of blight and the redevelopment of the Project Area could not reasonably be expected to be accomplished by private enterprise acting alone without the aid and assistance of the Agency. This finding is based upon the facts that, because of the higher costs and more significant risks associated with development of blighted areas, individual developers are unable and unwilling to invest in blighted areas without substantial public assistance; that funds of other public sources and programs are insufficient to eliminate the blighting conditions; and that, without the Agency's use of eminent domain, sites could not be assembled for redevelopment.

(h) The time limitation in the Redevelopment Plan regarding the Agency's eminent domain authority, as amended by the Amendment, is reasonably related to the proposed projects to be implemented in the Project Area and the ability of the Agency to eliminate blight within the Project Area. This finding is based upon the fact that Section 33333.4 of the Community Redevelopment Law provides that a time limit, not to exceed 12 years from the adoption of the Redevelopment Plan, may be established for commencement of eminent domain proceedings to acquire property within the Project Area and that said time limit may be extended by amendment of the Redevelopment Plan.

SECTION 3. In order to implement and facilitate the effectuation of the proposed Amendment, certain official actions must be taken by the City Council; accordingly, the

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City Council hereby: (a) pledges its cooperation in helping to carry out the Redevelopment Plan, as amended by the Amendment; (b) directs the various officials, departments, boards and agencies of the City of Antioch having administrative responsibilities in the Project Area likewise to cooperate to such end and to exercise their respective functions and powers in a manner consistent with the Redevelopment Plan, as amended by the Amendment; (c) stands ready to consider and take appropriate action on proposals and measures designed to effectuate the Redevelopment Plan, as amended by the Amendment; and (d) declares its intention to undertake and complete any proceedings, including the expenditure of moneys, necessary to be carried out by the City under the provisions of the Redevelopment Plan, as amended by the Amendment.

SECTION 4. The Council is satisfied that written objections, if any, received before or at the noticed public hearing have been responded to in writing. In addition, written findings have been adopted in response to each written objection, if any, of an affected property owner or taxing entity filed with the City Clerk either before or at the noticed public hearing.

SECTION 5. The Redevelopment Plan, as adopted and amended by Ordinance Nos. 290-C-S, 398-C-S, 653-C-S and 963-C-S, is hereby further amended as set forth in the "Amendment to the Redevelopment Plan for the Antioch Redevelopment Project," attached hereto. As so amended, the Redevelopment Plan is incorporated by reference herein. The Executive Director of the Agency is hereby authorized to combine the Redevelopment Plan, as amended by the Amendment, into a single document, and said document, when filed with the City Clerk and the Secretary of the Agency, shall constitute the official Redevelopment Plan for the Antioch Redevelopment Project.

SECTION 6. Ordinance Nos. 290-C-S, 398-C-S, 653-C-S and 963-C-S, are continued in full force and effect as amended by this Ordinance.

SECTION 7. The City Clerk is hereby directed to send a certified copy of this Ordinance to the Agency, and the Agency is hereby vested with the responsibility for carrying out the Redevelopment Plan, as amended by the Amendment.

SECTION 8. The City Clerk is hereby directed to record with the County Recorder of Contra Costa County a notice of the approval and adoption of the Amendment pursuant to this Ordinance, containing a statement that proceedings for the redevelopment of the Project Area pursuant to the Redevelopment Plan, as amended by the Amendment, have been instituted under the Community Redevelopment Law.

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SECTION 9. The City Clerk is hereby ordered and directed to certify to the passage of this Ordinance and to cause the same to be published once in *The Ledger Dispatch*, a newspaper of general circulation, published and circulated in the City of Antioch.

SECTION 10. If any part of this Ordinance, or the Amendment that it approves, is held to be invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance or of the Amendment, and this City Council hereby declares that it would have passed the remainder of the Ordinance, or approved the remainder of the Amendment, if such invalid portion thereof had been deleted.

SECTION 11. Effective Date. This Ordinance shall be in full force and effect thirty (30) days after its adoption.

* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch, held on the 28th day of September, 1999, and passed and adopted at a regular meeting thereof, held on the 26th day of October, 1999.

AYES: Council Members Freitas, Soliz, Davis, and Mayor Rocha.

NOES: Council Member Sudario.

ABSENT: None.

s/ Mary Helen Rocha
MAYOR OF THE CITY OF ANTIOCH

ATTEST:

s/ L. Jolene Martin
CITY CLERK OF THE CITY OF ANTIOCH

EXHIBIT "A"

PROJECT AREA
BOUNDARY DESCRIPTION

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Beginning at the most northerly boundary corner of the City of Antioch; thence generally south along the West boundary to a point on the north line of State Highway 4 and its intersection with the east line of the Los Medanos Wasteway; thence southerly along said east line to the south line of Delta Fair Boulevard; thence easterly along said south line to the northwest corner of Parcel 74-123-04; thence southerly and easterly along the west and south boundaries of said parcel to the west line of Fairview Drive; thence southerly along said west line to the north line of Parcel 74-123-05; thence westerly along said north line to the north line of a 100 foot East Bay Municipal Utility District right-of-way; thence westerly along said north line to the east line of said Los Medanos Wasteway; thence southerly along said east line to the south line of Buchanan Road; thence easterly along said south line to the northwest corner of Parcel 75-010-07; thence southerly and easterly along south and west boundaries of said parcel to the center line of Somersville Road; thence southerly along said center line to a point on the southwest line of the Contra Costa Canal, said point being on the boundary of the City of Antioch; thence southerly, easterly, and northerly along said boundary to said southwest line of the Contra Costa Canal; thence northerly along said southwest line to the east line of Markley Creek; thence northeasterly along said east line to the west line of Parcel 76-030-068; thence southerly, easterly, and northerly along the west, south, and east boundary lines of said parcel to the east line of Markley Creek; thence northeasterly along said east line to the north line of Mahogany Way; thence westerly along said north line to the southwest corner of Parcel 74-370-008; thence northerly along the west line of said parcel to the south line of Sycamore Drive; thence easterly along said south line to the northeast corner of said Parcel 74-370-008; thence northerly across Sycamore Drive and along the east boundary of Parcel 74-370-004 to the south line of the Southern Pacific Railroad; thence easterly along the Southern Pacific Railroad to a point which is south of the southwest corner of Parcel 74-321-002; thence northwesterly along the south line of Fairview Terrace subdivision to the southeast corner of Parcel 74-180-003; thence along the southeast boundary of said parcel to the north line of West 18th Street; thence along said north line to the southeast corner of Parcel 74-171-003; thence along the west line of the Fairview Terrace subdivision to a point on the south line of Parcel 74-160-001; thence easterly along the north line of Parcel 74-160-008 and Parcel 74-334-027 to the northeast corner of said Parcel 74-334-027; thence north along the east line of Parcel 74-334-026 and Parcel 74-334-015 to the south line of 10th Street; thence easterly along the south line of 10th Street to the west line of Parcel 67-021-001; thence southerly and easterly along the boundary of said parcel and Parcel 67-021-002 and across "L" Street to the east line, thence south to the southwest corner of Parcel 67-022-002; thence easterly along the north line of Loma Lane to the east line of "H" Street; thence northerly to the northwest corner of Parcel 67-050-016; thence easterly to the east line of "G" Street; thence southerly to the southwest corner of Parcel 67-060-001; thence easterly and northerly along said boundary to the south line of 10th Street; thence westerly to a point which is south of the

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southeast corner of Parcel 66-207-014; thence northerly along the east line of Parcels 66-207-014 and 66-207-008 to the south line of 9th Street; thence west to the east line of "G" Street; thence northerly to the northwest corner of Parcel 66-203-014; thence westerly to the west line of "H" Street; thence southerly to the southeast corner of Parcel 66-205-008; thence westerly to the southeast corner of Parcel 66-217-007; thence along the boundary of said parcel northerly and westerly to the west line of "L" Street; thence southerly to the north line of 10th Street; thence westerly to the west line of "O" Street; thence northerly along "O" Street to the northeast corner of Parcel 74-130-043; thence westerly 150 feet; thence northerly to the south line of 6th Street; thence east to the east line of "M" Street; thence north to the south line of 4th Street; thence east to the east line of "L" Street; thence north to the northwest corner of Parcel 66-103-008; thence easterly to the southwest corner of Parcel 66-092-012; thence southerly to the south line of 3rd Street; thence easterly to the northeast corner of Parcel 66-107-009; thence south to the south line of Fourth Street; thence east to the northeast corner of Parcel 66-133-010; thence south to the southeast corner thereof; thence easterly to the east line of "I" Street to the west line of Parcel 66-141-006; thence southerly, easterly, and northerly along the west, south, and east boundary of said parcel to the northwest corner of parcel 66-141-005; thence easterly to the west line of "H" Street; thence southerly to the south line of 6th Street; thence easterly to the east line of "F" Street; thence northerly to the south line of 4th Street; thence easterly to the northeast corner of Parcel 66-144-009; thence northerly to the northwest corner of Parcel 66-057-004; thence easterly and along the north lines of Parcels 66-057-004, 66-057-003, 66-057-002, and 66-057-001 to the east line of "E" Street; thence northerly to the south line of 3rd Street; thence east to the west line of "C" Street; thence southerly to the south line of 4th Street; thence easterly to the west line of "B" Street; thence southerly to the south line of 6th Street; thence easterly to the northeast corner of Parcel 66-161-013; thence southerly to the north line of 8th Street; thence westerly to the southwest corner of Parcel 66-163-003; thence southerly to the north line of 9th Street; thence westerly to the west line of "B" Street; thence southerly to the north line of 10th Street; thence westerly to the southwest corner of Parcel 66-189-003; thence southerly and easterly along the boundary of Parcel 67-092-001, to the northeast corner of Parcel 67-092-003; thence southerly to the southeast corner of Parcel 67-093-016; thence westerly, southerly, and easterly along the north, west, and south boundary lines of Parcel 67-093-019 to the northwest corner of Parcel 67-102-067; thence southerly to the southwest corner of Parcel 67-102-052; thence easterly to the northeast corner of Parcel 67-102-007; thence southerly to the south side of 15th Street; thence easterly to the northeast corner of Parcel 67-103-026; thence southerly to the southeast corner thereof; thence southerly, easterly, southerly, and westerly along the eastern boundary lines of Parcel 67-103-017 to the northwest corner of Parcel 67-103-018; thence southerly to the south line of 17th Street; thence west and south along the boundary of Parcel 67-243-030 to the southwest corner thereof; thence westerly to the northwest corner of Parcel 67-243-006; thence southerly to the south line of 18th Street; thence westerly to the northwest corner of Parcel 67-246-008; thence southerly to the southwest corner thereof; thence westerly to the northeast corner of Parcel 67-262-002; thence southerly

3/19/75

(2)

(BOOK 7581 PG 988)

289937

to the north line of 19th Street; thence westerly to the southwest corner of Parcel 67-251-004; thence northerly to the northwest corner thereof; thence westerly to the east line of "D" Street; thence southerly to the north line of 20th Street; thence easterly to the east line of "C" Street; thence northerly to the northwest corner of Parcel 67-263-004; thence easterly to the northeast corner of Parcel 67-263-001; thence southerly to the northwest corner of Parcel 67-251-010; thence easterly to the northeast corner of Parcel 67-251-009; thence southerly to the south line of 20th Street; thence easterly to the northeast corner of Parcel 67-252-007; thence southerly to the southeast corner thereof; thence westerly to the southwest corner of Parcel 67-252-001; thence northerly to the southeast corner of Parcel 67-266-007; thence westerly to the east line of "C" Street; thence north to the south line of 20th Street; thence westerly to the east line of "D" Street; thence southerly to the south line of Parcel 67-277-002; thence southeast to the northeast corner of Parcel 67-274-005; thence southerly to the south line of West Madill Street; thence easterly to the northwest corner of Parcel 67-275-023; thence southerly to the south line of Rossi Avenue; thence west, south, and east along the boundary line of Parcel 67-282-029 to the northwest corner of Parcel 67-232-026; thence southerly to the south line of Texas Street; thence easterly to the west line of "A" Street; thence southerly to the north line of Drake Street; thence easterly to the southeast corner of Parcel 63-142-019; thence westerly and northerly along the boundary of subdivision Sunset Gardens to the south line of Brian Ave; thence easterly to the point south of the southeast corner of Parcel 68-132-036; thence northerly to the northeast corner of said parcel; thence easterly, northerly, and westerly along the boundary of Parcel 68-132-033 to the southeast corner of Parcel 68-132-037; thence northerly to the northeast corner of Parcel 68-131-037; thence easterly and northerly along the south and east boundary of Parcel 68-131-031, to the south line of Southern Pacific Railroad; thence along said south line northwesterly to the east line of "A" Street; thence northerly to the south line of 19th Street; thence easterly to the point which is south of the southeast corner of Parcel 68-011-034; thence northerly along the east boundary lines of Parcels 68-011-034 and 68-011-001 to the south line of E. 18th Street; thence easterly to the west line of Evergreen Avenue; thence southerly to the point which is west of the southwest corner of Parcel 68-017-010; thence easterly to the southeast corner thereof; thence northerly to the south west corner of Parcel 68-041-002; thence easterly to the east line of Helmut Lane; thence northerly to the southwest corner of Parcel 68-041-011; thence easterly to the southeast corner of said parcel; thence southerly to the southwest corner of Parcel 68-041-013; thence easterly to the east line of Alpha Way; thence southerly to the southwest corner of Parcel 68-042-023; thence easterly to the southeast corner thereof; thence southerly to the southwest corner of Parcel 68-042-003; thence easterly to the east line of Crestwood Drive; thence northerly to the northwest corner of Parcel 68-043-011; thence easterly to the southeast corner of Parcel 68-046-034; thence northerly and easterly along the west and north boundary lines of Parcel 68-046-003 to the east line of Cavallo Road; thence north to the southwest corner of Parcel 68-051-015; thence easterly to the southeast corner of Parcel 68-051-019; thence southerly to the southwest corner of Parcel 68-051-042; thence easterly to the southwest corner of Parcel 68-051-024; thence northerly to the northwest

3/19/75

(3)

(DK 7581 PAGE 988 - A)

289937

corner of Parcel 68-051-037; thence easterly to the east line of Biglow Drive; thence northerly to the north line of E. 18th Street; thence easterly to the west line of Hillcrest Avenue; thence southerly along the west line of Hillcrest Avenue to a point which is west of the south west corner of Parcel 51-272-035; thence easterly and northerly along the south and east boundary of said parcel to the south line of E. 18th Street; thence easterly to the northeast corner of Parcel 51-272-006; thence southerly to the southeast corner of Parcel 51-242-005; thence westerly to the east line of Hillcrest Avenue, said line being the Antioch City Limits; thence along said Antioch City Limits line southerly, easterly, northerly, and westerly to the southeast corner of Parcel 51-263-019; thence westerly to the southwest corner of Parcel 51-265-035; thence westerly along the south lines of Parcels 51-120-022 and 51-120-023 to the southeast corner of Parcel 51-120-016; thence westerly to the east line of Hillcrest Avenue; thence northerly to a point which is east of the northeast corner of Parcel 65-262-024; thence westerly to the southeast corner of Parcel 65-262-027; thence westerly along the south line of Lake Alhambra subdivision to the southeast corner of Parcel 65-235-019; thence northerly to the south line of South Lake Drive; thence westerly to the west line of Alhambra Drive; thence southerly to the northeast corner of Parcel 65-142-023; thence along the boundary of said parcel westerly to the east line of Amber Drive; thence northerly to a point which is east of the southeast corner of Parcel 65-143-013; thence westerly to the southwest corner of Parcel 65-143-007; thence northerly to the north line of Amber Drive; thence westerly to the east line of Cavallo Road; thence northerly to a point which is east of the northeast corner of Parcel 65-151-037; thence westerly to the northwest corner thereof; thence southerly to the northeast corner of Parcel 65-151-002; thence westerly to the west line of Noia Avenue; thence southerly to the northeast corner of Parcel 65-152-043; thence westerly to the west line of Wisner Drive; thence northerly to the northeast corner of Parcel 65-152-027; thence westerly and southerly along the north and west lines of said parcel to the northeast corner of Parcel 65-161-001; thence westerly to the west line of Marie Avenue; thence northerly to the southeast corner of Parcel 65-164-012; thence westerly, northerly, and westerly along the boundary of Parcel 65-164-023 to the northwest corner thereof; thence northerly to the south line of East 16th Street; thence westerly to the northeast corner of Parcel 65-172-022; thence southerly to the southeast corner thereof; thence westerly to the north west corner of Parcel 65-172-027; thence southerly to the southeast corner of Parcel 65-172-007; thence westerly along the boundary lines of Parcels 65-172-024, 65-172-025, and 65-172-020 to the northwest corner of Parcel 65-172-028; thence northerly to the southeast corner of Parcel 65-183-009; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-007; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-006; thence westerly to the southwest corner of Parcel 65-183-004; thence northerly to the north line of East 16th Street; thence westerly to the southwest corner of Parcel 65-182-030; thence northerly to the northwest corner thereof; thence easterly to the southeast corner of Parcel 65-182-027; thence northerly to the northwest corner of Parcel 65-181-020; thence easterly to the southeast corner of Parcel 65-181-014; thence northerly and westerly along the east and north line of said parcel to the east line of "A" Street; thence northerly to the northwest corner of Parcel 65-181-018; thence easterly to the southeast

3/13/75

(4)

(BOOK 7581 PG 989)

289937

corner of Parcel 65-075-002; thence northerly to the north line of E. 13th Street; thence easterly to the southeast corner of Parcel 65-071-009; thence northerly to the southeast corner of Parcel 65-064-005; thence westerly to "A" Street; thence northerly to the southwest corner of Parcel 65-061-008; thence easterly to the southeast corner thereof; thence northerly to the north line of Wilbur Avenue; thence easterly to the southeast corner of Parcel 66-164-007; thence northerly to the point on the south line of Parcel 66-164-010; thence westerly to the southwest corner of Parcel 66-164-013; thence northerly to the north line of 7th Street; thence easterly to the southeast corner of Parcel 66-162-008; thence northerly to a point on the south line of Parcel 66-162-011; thence easterly and northerly along the southerly and easterly boundaries of said parcel to the south line of 6th Street; thence northerly to the southeast corner of Parcel 66-032-018; thence northerly to the northeast corner thereof; thence easterly to the east line of the roadway described in Book 27 of Deeds at Page 475; thence southerly along the east line thereof to the northwest corner of Parcel 65-050-026; thence easterly to the northeast corner of Parcel 65-050-013; thence north, east, and south along the boundary of Parcel 65-050-006 to the northwest line of Parcel 65-050-005; thence easterly along the northerly and easterly property lines of Parcels 65-050-005, and 65-050-029, to the northeast corner of Parcel 65-050-029; thence southerly to the northerly most point of Parcel 65-050-017; thence southeasterly along the eastern boundary of said Parcel 65-050-017 to the north line of Wilbur Avenue; thence easterly along the north line of Wilbur Avenue to a point which is north of the west line of Marie Avenue; thence south to the south line of Wilbur Avenue, thence east to the northeast corner of Parcel 65-101-014; thence southerly to the northwest corner of Parcel 65-101-015; thence easterly to the northeast corner of Parcel 65-110-012, said corner being on the Antioch City Limits; thence along northerly, and westerly along said City of Antioch boundary to the point of beginning.

* * * * *

(END OF DOCUMENT)

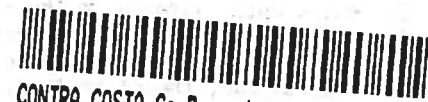
END OF DOCUMENT

4. Exception_04b_20070192911

6

RECORDED AT REQUEST OF
AND FOR THE BENEFIT OF:
CITY OF ANTIOCH

WHEN RECORDED MAIL TO:
L. Jolene Martin
City Clerk
P.O. Box 5007
Antioch, CA 94531-5007



CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2007-0192911-00

Check Number
Tuesday, JUL 03, 2007 14:32:00
FRE \$0.00!!

Ttl Pd \$0.00

Nbr-0003770708
lee/R5/1-6

REVISED NOTICE OF ADOPTION OF THE
REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT AREA NO. 1

Recording Requested by
and When Recorded Return to:

L. Jolene Martin, City Clerk
City of Antioch
P.O. Box 5007
Antioch, Ca 94531-5007

Exempt from recording fees pursuant to
Government Code Section 27383

**ALL PROPERTY TO WHICH THIS NOTICE PERTAINS
IS LOCATED WITHIN THE ANTIOCH REDEVELOPMENT PROJECT AREA NO. 1**

**REVISED NOTICE OF ADOPTION OF THE
REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT AREA NO. 1**

NOTICE IS HEREBY GIVEN, in compliance with Section 33373(c) of the California Health and Safety Code which became effective January 1, 2007, that the City Council of the City of Antioch, California ("City Council") adopted Ordinance No. 290 C.S. on July 15, 1975, as amended, approving and adopting the Redevelopment Plan for the Antioch Project Area No. 1 (the "Redevelopment Plan"). The Antioch Development Agency ("Agency") is vested with the responsibility to carry out the Redevelopment Plan.

A legal description of the boundaries of Project Area No. 1 is attached hereto as Exhibit A and incorporated herein by reference and a copy of the Redevelopment Plan may be obtained from the Agency.

Proceedings for the redevelopment of Project Area No. 1, as contemplated by the Redevelopment Plan have been instituted under the California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*).

AGENCY'S EMINENT DOMAIN AUTHORITY. Sections 104, 105 and 701 of the Redevelopment Plan provides as follows:

When the Agency exercises its power of eminent domain, it shall be exercised within the following limitations:

The Redevelopment Plan may be amended by means of the procedures established in Section 33354.6 and/or Sections 33450-33458 of the Community Redevelopment Law or by any other procedure hereafter established by law; however, the Redevelopment Plan may not be

1017001v1 21132/0001

amended to provide for the acquisition by eminent domain on any property zoned for residential uses as of the date the ordinance adopting the third amendment to the Plan becomes effective.

It is in the public interest and is necessary in order to eliminate the conditions requiring redevelopment and in order to execute this Plan for the power of eminent domain to be employed by the Agency to acquire real property in the Project Area which cannot be acquired by gift, devise, exchange, purchase, or any other lawful method. Eminent Domain proceedings, if used, must be commenced within twelve (12) years from the date the ordinance adopting the third amendment to the Plan becomes effective (or by October 26, 2011). This time limit for commencement of eminent domain proceedings may be extended only by amendment of the Plan.

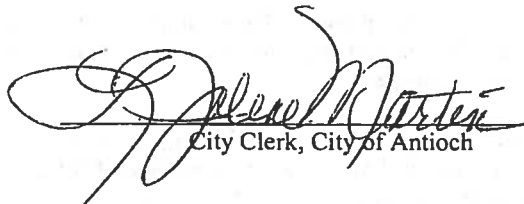
The Agency shall not acquire by eminent domain real property zoned for residential uses as of the date the ordinance adopting the third amendment to the Plan becomes effective.

It is the policy of the Agency to encourage the participation of property owners and businesses within the Project Area. Accordingly, the Agency has adopted Rules Governing Participation by, and the Extension of Reasonable Preferences to, Property Owners and Tenants in Project Area No. 1, which extend reasonable preferences to property owners and tenants in the Project Area, to participate in the redevelopment of the Project Area. The power of eminent domain shall not be exercised except in compliance with the rules and procedures set forth therein, as amended from time to time.

Generally, personal property shall not be acquired. However, where necessary in the execution of the Redevelopment Plan, the Agency is authorized to acquire personal property in the Project Area by any lawful means.

Filed for recordation with the County Recorder of Contra Costa County by order of the City Council of the City of Antioch, California.

Dated: June 21, 2007.


City Clerk, City of Antioch

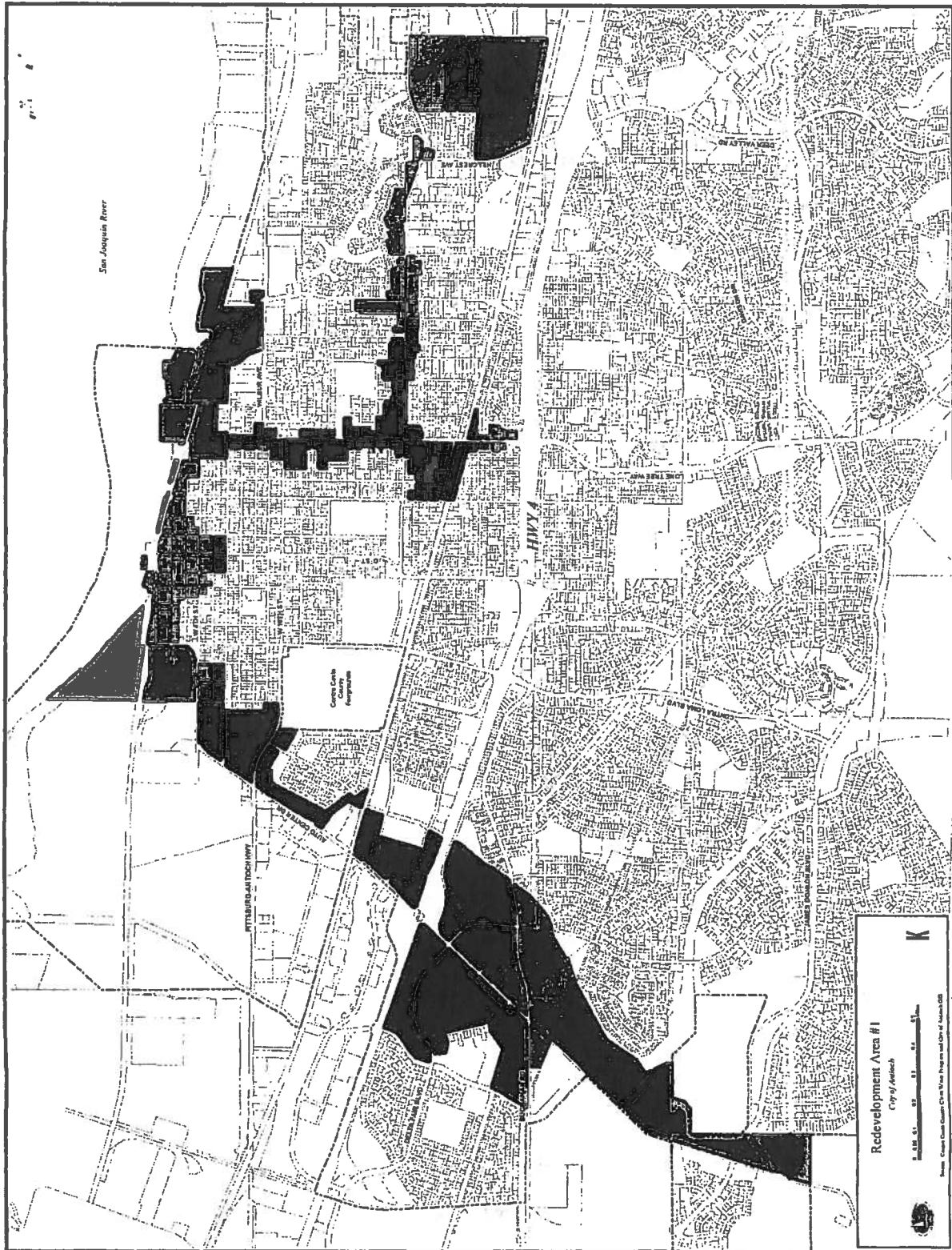
Attachment: Legal Description

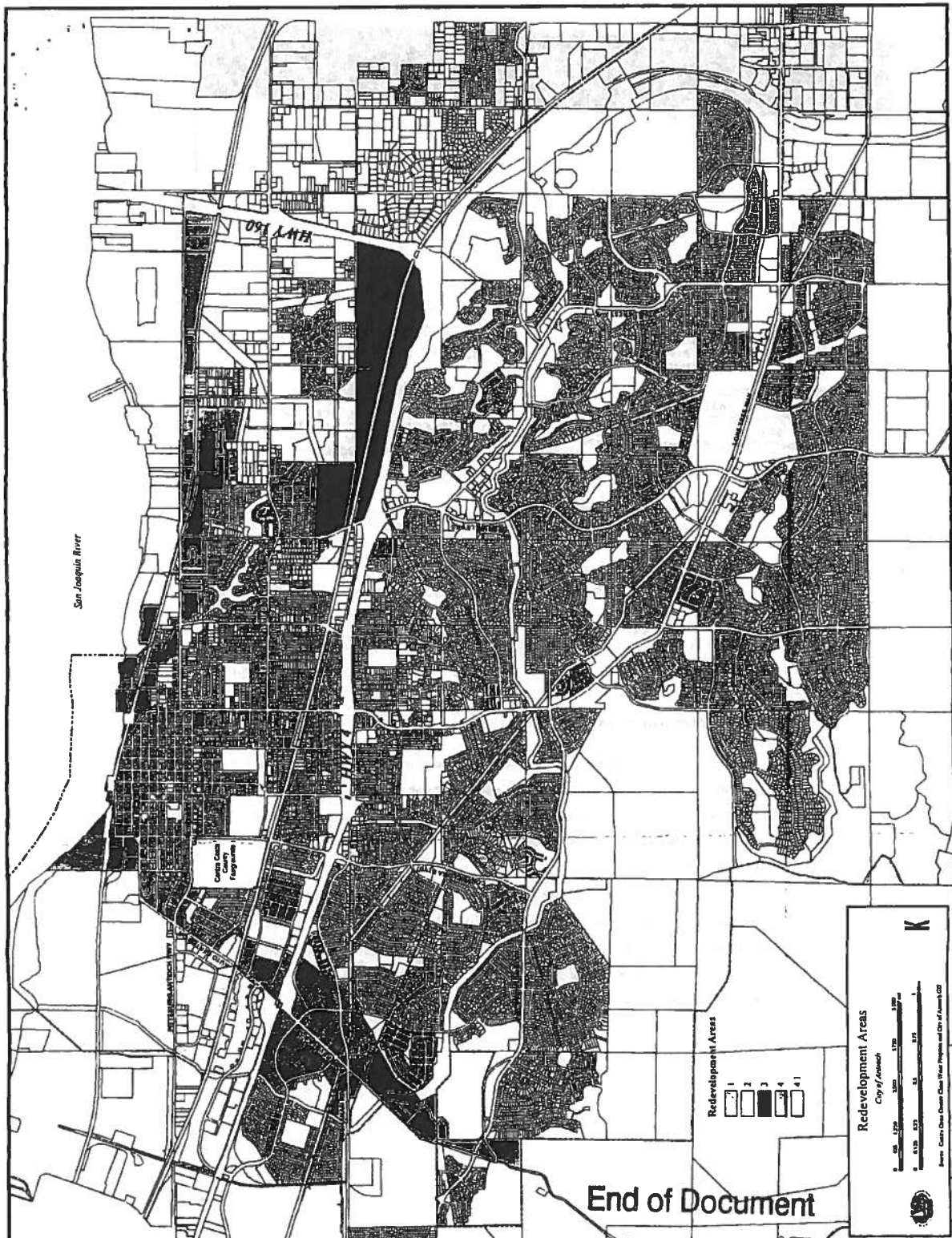
EXHIBIT A

LEGAL DESCRIPTION OF PROJECT AREA NO. 1

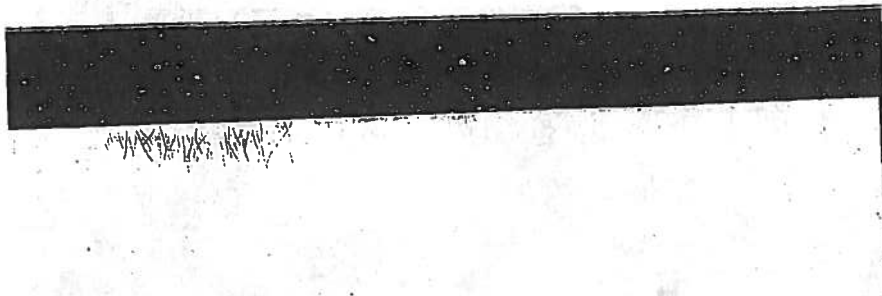
Exhibit A

1017001v1 21132/0001





5. Exception_06_8816177



RECORDED AT REQUEST OF
AND FOR THE BENEFIT OF:
ANTIOCH DEVELOPMENT AGENCY

WHEN RECORDED MAIL TO:
William R. Galstan
Agency Legal Counsel
P.O. Box 130
Antioch CA 94509-0504

946 JA

JAN 29 1988
RECORDED AT REQUEST OF
FIDELITY NAT'L TITLE CO.

JAN 29 1988
AT 8:00 CLOK A.M.
CONTRA COSTA COUNTY RECORDS
J.R. OLSSON
COUNTY RECORDER
FEE \$

88 16177

AGREEMENT FOR RIGHT OF
REPURCHASE AND FOR SIDE ACCESS

3
1416N 429

THIS AGREEMENT entered into this 12th day of
January, 1988, by and between the ANTIOCH DEVELOPMENT
AGENCY, a public body corporate and politic ("AGENCY") and
JEFFREY WEIL ("WEIL").

THE PARTIES AGREE AS FOLLOWS:

1. The parties have open an escrow for the purchase
by AGENCY from WEIL of a 12,700 square-foot parcel adjacent to
and west of 611 Third Street, Antioch, California, the parcel
to be purchased being assigned Assessor's Parcel No.
066-062-010.

2. AGENCY hereby grants to WEIL a right of first
refusal to repurchase this property back from AGENCY if AGENCY
declares the parcel to be surplus with an intention to offer
it for sale. Such right to repurchase shall be for fair
market value, as determined by AGENCY's appraiser. Upon

AGENCY's notice to WEIL of the property's availability for repurchase, WEIL shall have forty-five (45) calendar days in which to exercise such right.

3. AGENCY covenants to not construct or allow the construction of any permanent structure on its parcel which would obstruct access to the building on the adjacent lot to the west, commonly known as 611 Third Street, Antioch. At WEIL's request, AGENCY will paint stripe markings on the pavement, the width of two parking spaces, immediately in front of the side door on the east side of said building.

141468 430

IN WITNESS WHEREOF, this Agreement is executed by the ANTIOCH DEVELOPMENT AGENCY, acting by and through its Chairman, pursuant to Resolution No. ADA-157 authorizing such execution, and by JEFFREY WEIL.

ANTIOCH DEVELOPMENT AGENCY:

JEFFREY WEIL:

By: [Signature]
Chairman

By: [Signature]
Property Owner

APPROVED AS TO FORM:

By: William R. [Signature]
Legal Counsel

STATE OF CALIFORNIA

County of Contra Costa

Acknowledgment

141451 431

On this 15th day of January, in the year 1988, before me, Dorothy P. Marks, City Clerk of the City of Antioch, California, personally appeared William R. Galsen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

Dated: January 15, 1988

(Civil Code §§1181, 1184)

Dorothy P. Marks
Dorothy P. Marks, CMC
Antioch City Clerk

STATE OF CALIFORNIA

County of Contra Costa

Acknowledgment

On this 15th day of January, in the year 1988, before me, Dorothy P. Marks, City Clerk of the City of Antioch, California, personally appeared Jeffrey Weil, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

Dated: January 15, 1988

(Civil Code §§1181, 1184)

Dorothy P. Marks
Dorothy P. Marks, CMC
Antioch City Clerk
Recording Secretary

STATE OF CALIFORNIA

County of Contra Costa

Acknowledgment

On this 18th day of January, in the year 1988, before me, Dorothy P. Marks, City Clerk of the City of Antioch, California, personally appeared Joel Kellar, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

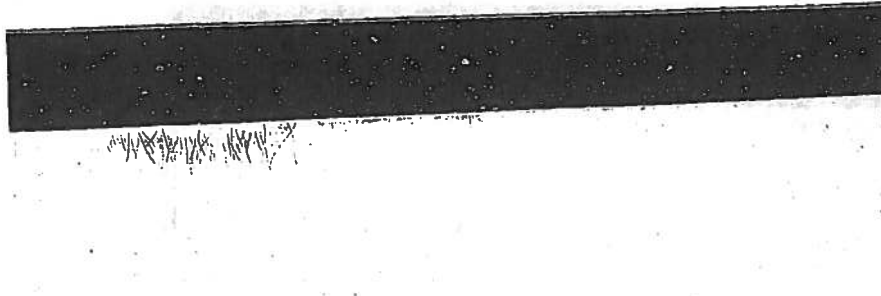
Dated: January 18, 1988

(Civil Code §§1181, 1184)

Dorothy P. Marks
Dorothy P. Marks, CMC
Antioch City Clerk

END OF INSTRUMENT

6. Exception_07_8816177



RECORDED AT REQUEST OF
AND FOR THE BENEFIT OF:
ANTIOCH DEVELOPMENT AGENCY

WHEN RECORDED MAIL TO:
William R. Galstan
Agency Legal Counsel
P.O. Box 130
Antioch CA 94509-0504

9476 JA

JAN 29 1988
RECORDED AT REQUEST OF
FIDELITY NAT'L TITLE CO.

JAN 29 1988
AT 8:00 CLOCK A.M.
CONTRA COSTA COUNTY RECORDS
J.R. OLSSON
COUNTY RECORDER
FEE \$

88 16177

AGREEMENT FOR RIGHT OF
REPURCHASE AND FOR SIDE ACCESS

2
EC-14168 429

THIS AGREEMENT entered into this 12th day of
January, 1988, by and between the ANTIOCH DEVELOPMENT
AGENCY, a public body corporate and politic ("AGENCY") and
JEFFREY WEIL ("WEIL").

THE PARTIES AGREE AS FOLLOWS:

1. The parties have open an escrow for the purchase
by AGENCY from WEIL of a 12,700 square-foot parcel adjacent to
and west of 611 Third Street, Antioch, California, the parcel
to be purchased being assigned Assessor's Parcel No.
066-062-010.

2. AGENCY hereby grants to WEIL a right of first
refusal to repurchase this property back from AGENCY if AGENCY
declares the parcel to be surplus with an intention to offer
it for sale. Such right to repurchase shall be for fair
market value, as determined by AGENCY's appraiser. Upon

AGENCY's notice to WEIL of the property's availability for repurchase, WEIL shall have forty-five (45) calendar days in which to exercise such right.

3. AGENCY covenants to not construct or allow the construction of any permanent structure on its parcel which would obstruct access to the building on the adjacent lot to the west, commonly known as 611 Third Street, Antioch. At WEIL's request, AGENCY will paint stripe markings on the pavement, the width of two parking spaces, immediately in front of the side door on the east side of said building.

NO 14468 430

IN WITNESS WHEREOF, this Agreement is executed by the ANTIOCH DEVELOPMENT AGENCY, acting by and through its Chairman, pursuant to Resolution No. ADA-157 authorizing such execution, and by JEFFREY WEIL.

ANTIOCH DEVELOPMENT AGENCY:

By: [Signature]
Chairman

JEFFREY WEIL:

By: [Signature]
Property Owner

APPROVED AS TO FORM:

By: William R. Cantin
Legal Counsel

STATE OF CALIFORNIA }
County of Contra Costa } ss

Acknowledgment

1414516 431

On this 15th day of January, in the year 1988, before me, Dorothy P. Marks, City Clerk of the City of Antioch, California, personally appeared William R. Galsano, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

Dated: January 15, 1988

(Civil Code §§1181, 1184)

Dorothy P. Marks
Dorothy P. Marks, CMC
Antioch City Clerk

STATE OF CALIFORNIA }
County of Contra Costa } ss

Acknowledgment

On this 15th day of January, in the year 1988, before me, Dorothy P. Marks, City Clerk of the City of Antioch, California, personally appeared Jeffrey Reil, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

Dated: January 15, 1988

(Civil Code §§1181, 1184)

Dorothy P. Marks
Dorothy P. Marks, CMC
Antioch City Clerk
Recording Secretary

STATE OF CALIFORNIA }
County of Contra Costa } ss

Acknowledgment

On this 18th day of January, in the year 1988, before me, Dorothy P. Marks, City Clerk of the City of Antioch, California, personally appeared Joel Keller, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

Dated: January 18, 1988

(Civil Code §§1181, 1184)

Dorothy P. Marks
Dorothy P. Marks, CMC
Antioch City Clerk

END OF PAGE 1/1

7. Exception_08_9037741



Recorded at the request of [redacted] for
the benefit of the City of Antioch.
When recorded, return to:
Director of Public Works
City of Antioch
P.O. Box 130
Antioch, CA 94509

90 37741
572/11
FEB 26 1990

RECORDED AT [redacted]

City of Antioch

FEB 26 1990

CITY OF ANTIOCH, CALIFORNIA
ENCROACHMENT PERMIT AGREEMENT

AT 11 O'CLOCK A.M.
CONTRA COSTA COUNTY RECORDS
STEPHEN L. WEIR
COUNTY RECORDER

FEE \$ *off*

This agreement made and entered into this 13th day of February, 1990, by and between JEFFREY S. WEIL, hereinafter referred to as "Owner", whose address is 187 St. James Drive, Piedmont, California 94611, and the CITY OF ANTIOCH, a municipal corporation, hereinafter referred to as "City", whose address is Post Office Box 130, Antioch, California 94509.

BOOK 15679C 777

RECITALS

A. Owner wishes to construct an encroachment in the public parking area adjacent to Owner's property located at 611 West Third Street in the City of Antioch.

B. The proposed encroachment consists of a masonry trash enclosure with maximum outside clear dimensions of six (6) feet in height by eleven (11) feet in width by twelve (12) feet in length with a six (6) foot latched and hinged gate, hereinafter referred to as "Encroachment".

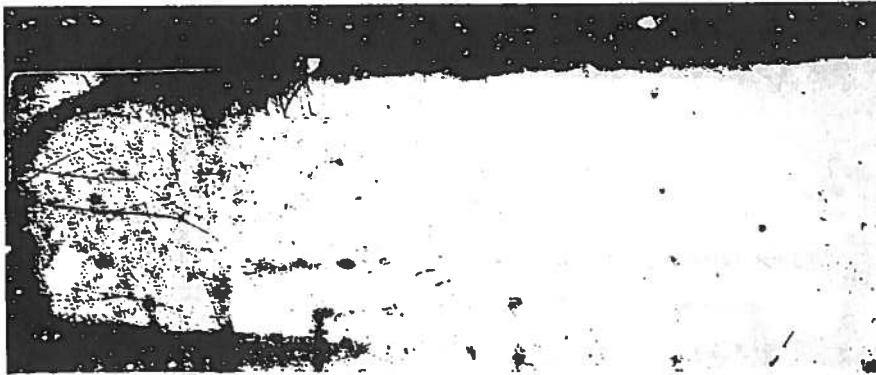
C. Owner has requested that City allow the above described encroachment to be constructed and to remain in the public right of way.

NOW, THEREFORE, in consideration of the Recitals, it is mutually agreed as follows:

1. OWNER'S RESPONSIBILITY

A. Liability. Owner shall be responsible for all liability imposed by law for personal injuries or property damage proximately caused by the herein described Encroachment; or proximately caused by the failure on the part of Owner to perform his obligations under this agreement. If any claim of such liability is made against the City or its officers or employees, Owner shall defend, indemnify, and hold them and each of them harmless from such claims, insofar as permitted by law.

B. Maintenance. Owner shall exercise reasonable care in inspecting and maintaining the encroachment herein authorized, and shall promptly repair and make good any injuries or damage to any portion of the encroachment or any portion of the public right of way which occurs as a result of the encroachment. Owner



shall, upon notice from the City Engineer, immediately repair any injury, damage, or nuisance in any portion of the right of way resulting from said encroachment. In the event Owner fails to act promptly, or should the exigencies of the injury or damage require repairs or replacement to be made before Owner can be notified or can respond to the notification, City may, at its option, perform the necessary work, and Owner agrees to pay all the expenses incurred in the performance of the work.

C. Relocation or Removal. Owner shall, upon written demand of the City Engineer, relocate or remove the encroachment authorized hereunder, such removal or relocation to be at the sole cost and expense of Owner. In the event Owner should fail to comply with said written demand within a reasonable period of time, or should the exigencies of the situation require, City may, at its option, perform the necessary work, and Owner agrees to pay all expenses incurred in the performance of the work.

D. Right of Entry. In the event it should become necessary for the City to repair, relocate, or remove the encroachment authorized hereunder, Owner hereby grants to City, its contractors or agents, the right to enter on the adjoining lands of Owner for the purpose of performing such work.

E. Compliance with Code. In addition to the provisions contained herein, Owner agrees to comply with all applicable provisions of the Antioch Municipal Code governing encroachments.

2. City agrees to allow the herein described encroachment to remain in place, subject to the conditions contained herein, until such time as it is deemed necessary by the City Engineer that it be removed, repaired, or relocated.

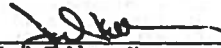
THIS AGREEMENT shall be binding upon and inure to the benefit of successors in interest of Owner, and shall, until the encroachment described herein has been removed from the public right of way, be a charge against the adjoining property of Owner located adjacent to the public parking area identified as West Third Street, said Owner's property being described as 611 West Third Street in the City of Antioch, portions of Lots 3, 4, 9, and 10, Town of Antioch, Assessor's Tax Code No. 066-062-015.



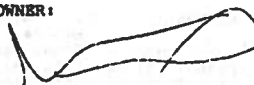
IN WITNESS WHEREOF, this Agreement is executed by the
City of Antioch, acting by and through its Mayor, pursuant
to Resolution No. 90/35 authorizing such execution, and
JEFFREY S. WEIL.

156796 779

CITY OF ANTIOCH:


Joel Keller, Mayor

(Attach Notary's
acknowledgement)

OWNER:

Jeffrey S. Weil

APPROVED AS TO FORM:


William R. Galstan, City Attorney



156736 780

STATE OF Calif.)
COUNTY OF Alameda) SS.

GENERAL ACKNOWLEDGEMENT

On this the 5th day of Feb 19 96, before me,
Patricia Hawkins
the undersigned Notary Public, personally appeared
Jeffrey S. Wells
☐ personally known to me
and proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is subscribed to the within instrument,
and acknowledged that he executed it.

WITNESS my hand and official seal.

Patricia Hawkins
Notary Signature

OFFICIAL SEAL
PATRICIA HAWKINS
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
My Commission Expires Mar. 2, 1993



RESOLUTION NO. 90/35

RESOLUTION AUTHORIZING ENCROACHMENT PERMIT AGREEMENT--
TRASH ENCLOSURE IN PARKING AREA AT 611 WEST THIRD STREET

156736 791

BE IT RESOLVED by the City Council of the City of Antioch that the Encroachment Permit Agreement between the City and Jeffrey S. Well, in the form thereof incorporated herein by reference, be and hereby is approved, and the Mayor of the City of Antioch is hereby authorized and directed to sign said Encroachment Permit Agreement.

FURTHER BE IT RESOLVED that the Director of Public Works is hereby authorized and directed to cause said Encroachment Permit Agreement, together with a certified copy of this resolution, to be recorded in the Official Records of Contra Costa County.

* * * * *

The foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof held on the 13th day of February, 1990 at the following vote:

AYES: Council Members Price, Freitas, Ston, Rocha,
and Mayor Keller
NOES: None
ABSENT: None

Florence V. Rundall
FLORENCE V. RUNDALL, CITY CLERK

(FW 314)

END OF DOCUMENT

8. Exception_09_92252427

SEP 28 1992

92 252427

Recording Requested By:

JIM G. PRICE, ESQUIRE, BAR NO. 119324
THE LAW OFFICES OF JIM G. PRICE
1775 Ygnacio Valley Road, Suite 101
Walnut Creek, California 94598
Telephone: (510) 932-5872

After Recordation, Mail To:

RECORDED AT REQUEST OF
SEP 28 1992
AT 2:00 CLOCK - P.M.
CONTRA COSTA COUNTY RECORDS
STEPHEN L. WILSON
COUNTY RECORDER

33 add
A.F.N.F.

5-17877 NMA 323

MEMORANDUM OF LEASE
AND PROVISION AFFECTING RIGHTS
TO IMPROVEMENTS ON PROPERTY AND
NOTICE OF FINDING ACTION

TO ALL INTERESTED PARTIES:

PLEASE TAKE NOTICE there exists among Jeffrey S. Weil, the owner of the real property described herein, and lessees Marlene Ginochio, Linda Ginochio and Marie Ginochio, a lease dated April 2, 1989, for the real property described as follows:

The west 40 feet of Lot 3, all of Lot 4, the east 20 feet of Lots 5 and 8, all of Lot 9 and the north 30 feet of Lot 10, Block 10, town of Antioch, as per maps thereof on file in the Office of the Recorder of the County of Contra Costa.

The lease provides at paragraph 8.2:

(c) All such alterations, additions or improvements shall at the expiration or earlier termination of the lease become the property of Landlord and remain upon and be surrendered with the premises unless specified pursuant to §8.2(b) above.

(d) All articles of personal property and all business and trade fixtures, machinery and equipment,

Jeffrey S. Weil, Esq.

cabinetwork, furniture and moveable partitions owned by tenant or installed by tenant at its expense in the premises shall be and remain the property of tenant and may be removed by tenant at any time during the lease term when tenant is not in default hereunder.

It is the owner's contention that lessees are in default of this lease. An action has been filed in the Superior Court, Action No. C92-04610 to determine the rights to and interests in the property on the premises.


JIM G. PRICE

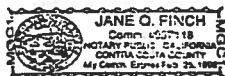
ATTORNEY FOR OWNER AND LESSEE
JEFFREY S. WEIL


ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On September 28, 1992, before me, the undersigned, a Notary Public in and for said County and State, personally appeared JIM G. PRICE known to me, ~~ex-proved to me by satisfactory~~ evidence, to be the person whose name is subscribed to the foregoing MEMORANDUM OF LEASE AND PROVISION AFFECTING RIGHTS TO IMPROVEMENTS ON PROPERTY AND NOTICE OF PENDING ACTION, and acknowledged to me that he executed the same.

WITNESS MY HAND AND OFFICIAL SEAL




Notary Public
In and For the Said County
and State


END OF DOCUMENT

9. Exception_10_20110055723

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Antioch
City Hall
Third and H Streets
Antioch, California 94509
Attn: City Attorney

8



CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2011-0055723-00
Wednesday, MAR 16, 2011 09:58:00
FRE \$0.00:
Ttl Pd \$0.00 Nbr-0000866187
rrc/R9/1-8

NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE SECTION 27383

066-062-016-2

GRANT DEED

For valuable consideration, the receipt of which is hereby acknowledged,

The Antioch Development Agency, a public body, corporate and politic, of the State of California (the "Grantor"), acting to carry out redevelopment purposes pursuant to the Community Redevelopment Law of the State of California, hereby grants to the City of Antioch, a municipal corporation (the "Grantee"), the real property (the "Property") described in Attachment No. 1 attached hereto and incorporated in this Grant Deed by this reference.

1. The Property is located within the Antioch Community Redevelopment Project Area, (the "Project Area") and is subject to the Antioch Community Redevelopment Plan (the "Redevelopment Plan").
2. In accordance with the terms of the Conveyance Agreement between the Grantor and Grantee dated as of March 9, 2011 (the "Agreement"), the Grantee hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the Property in furtherance of the Redevelopment Plan.
3. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, 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 Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

In Deeds:

10961011953744.2

“(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, establish or permit any 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”

In Leases:

“(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee or any person claiming under or through the lessee, 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.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”

In Contracts:

“(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor

shall the transferee or any person claiming under or through the transferee 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 of the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

4. The covenant contained in Section 2 regarding the use of the Property shall remain in effect until the expiration of the effectiveness of the Redevelopment Plan. The covenants contained in Section 3 regarding non-discrimination shall remain in effect in perpetuity.

5. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, and any successor in interest to the Property 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. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties 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 property 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.

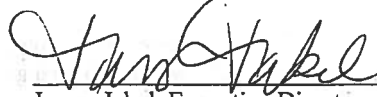
6. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the rights to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

7. This Grant Deed may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

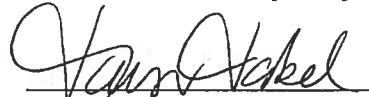
IN WITNESS WHEREOF, the parties hereto have executed this Grant Deed as of this 14th day of March 2011.

GRANTOR:

ANTIOCH DEVELOPMENT AGENCY, a public
body, corporate and politic

By: 
James Jakel, Executive Director

CITY OF ANTIOCH, a municipal corporation

By: 
James Jakel, City Manager

ATTACHMENT NO. 1
PROPERTY DESCRIPTION

DESCRIPTION:

All that real property situated in the City of Antioch, County of Contra Costa, State of California, described as follows:

Parcel B, as designated on the Parcel Map filed January 6, 1988, Book 131, Parcel Maps, page 30, Contra Costa County Records.

EXCEPTING THEREFROM:

A right of way (not to be exclusive) for use as a roadway for vehicles of all kinds, pedestrians and animals, for water, gas, oil and sewer pipe lines, and for telephone, television service, electric light and power lines, together with the necessary poles or conduits, as an appurtenance to Parcel A, as designated on said Parcel Map, 131 PM 30, over that portion of said Parcel B lying within the area designated as "5' Access & Utility Easement to Parcel A" on said Parcel Map, 131 PM 30.

AP NO: 066-062-010

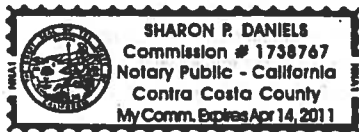
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels Notary Public, personally appeared James Jake, 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.



Sharon P. Daniels
Notary Public

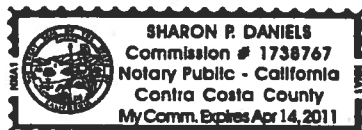
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels Notary Public, personally appeared James Jake, 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.

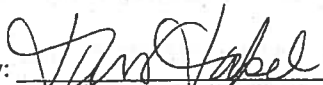


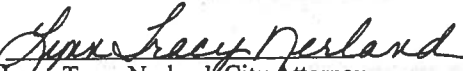
Sharon P. Daniels
Notary Public

CERTIFICATE OF ACCEPTANCE
(Pursuant to Government Code 27281)

This is to certify that the interest in real property conveyed by the Grant Deed from the Antioch Development Agency, dated March 14, 2011 to the City of Antioch, a municipal corporation (the "City"), is hereby accepted on March 14, 2011, by the undersigned officer or agent on behalf of the City pursuant to authority conferred by resolution of the City Council adopted on March 8, 2011, and the City Council consents to the recordation of said document in the Office of the Recorder of Contra Costa, State of California.

Dated: March 14, 2011

By: 
James Jakel, City Manager

By: 
Lynn Tracy Nerland, City Attorney

STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James Lake, 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.



Sharon P. Daniels
Notary Public

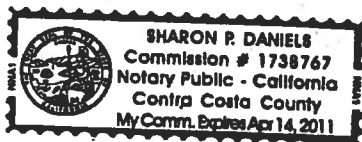
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On MARCH 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared Lynn Tracy Newland, 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.

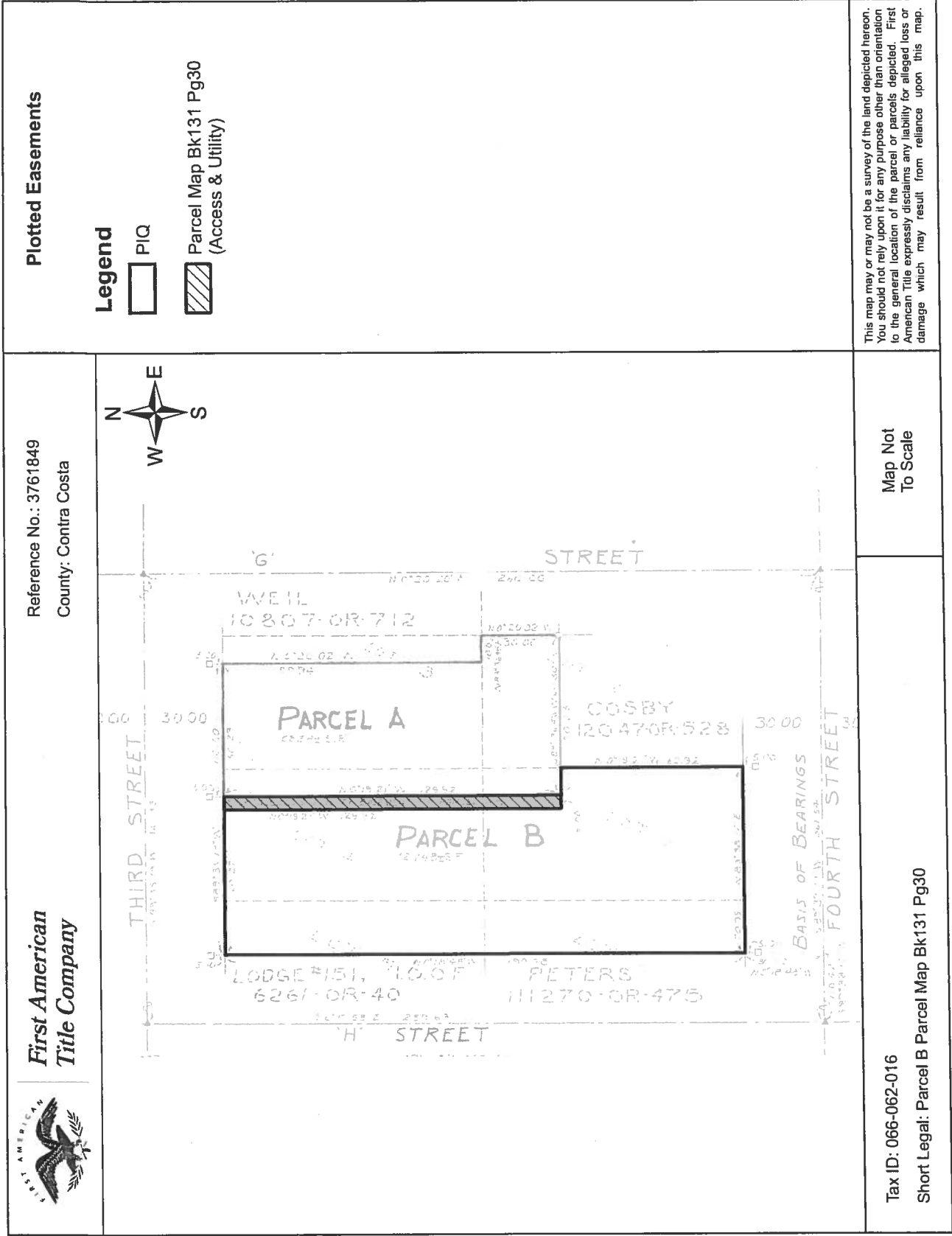
WITNESS my hand and official seal.



Sharon P. Daniels
Notary Public

END OF DOCUMENT

10. Color Map_1_Plotted Easements



Property Detail

Contra Costa, CA GUS KRAMER, ASSESSOR

Parcel # (APN): **066-071-005-4**Use Description: **GOVERNMENT**

Parcel Status:

Owner Name: **ANTIOCH CITY OF**Mailing Address: **PO BOX 5007 ANTIOCH CA 94531-5007**Situation Address: **2ND ST ANTIOCH CA 94509**

Legal

Description: **LOTS 8 9 POR LOTS G 7 & ALLEY BLK 8****ASSESSMENT**Total Value: **\$212,409**Use Code: **79**

Zoning:

Land Value: **\$212,409**Tax Rate Area: **001144**

Census Tract:

Impr Value:

Year Assd: **2011**

Improve Type:

Other Value:

Property Tax:

Price/SqFt:

% Improved

Delinquent Yr

Exempt Amt:

HO Exempt?: **N****SALES HISTORY**

	<u>Sale 1</u>	<u>Sale 2</u>	<u>Sale 3</u>	<u>Transfer</u>
Recording Date:	03/16/2011	12/15/1980	06/02/1977	03/16/2011
Recorded Doc #:	55724	10129-885	8357-134	55724
Recorded Doc Type:				
Transfer Amount:				
Sale 1 Seller (Grantor):				
1st Trst Dd Amt:		Code1:	2nd Trst Dd Amt:	Code2:

PROPERTY CHARACTERISTICSLot Acres: **0.523**

Year Built:

Fireplace:

Lot SqFt: **22,810**

Effective Yr:

A/C:

Bldg/Liv Area:

Heating:

Units:

Total Rooms:

Pool:

Buildings:

Bedrooms:

Stories:

Baths (Full):

Park Type:

Style:

Baths (Half):

Spaces:

Construct:

Site Inflnce:

Quality:

Garage SqFt:

Building Class:

Timber Preserve:

Condition:

Ag Preserve:

Other Rooms:

1. Preliminary Report - CA

CLTA Preliminary Report Form
(Rev. 11/06)

Order Number: 0714-3761887

Page Number: 1

*First American Title***First American Title Company**

191 Sand Creek Road, Suite 50
Brentwood, CA 94513

Escrow Officer: Stacey Barrack
Phone: (925)240-9901
Fax No.: (866)407-2081
E-Mail: sbarrack@firstam.com

E-Mail Loan Documents to: BrentwoodEDocs@firstam.com
Property: 2nd Street
Antioch, CA

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

First American Title

Dated as of May 19, 2011 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

To Be Determined

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

THE CITY OF ANTIOCH, A MUNICIPAL CORPORATION

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A fee.

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2011-2012, a lien not yet due or payable.
2. General and special taxes and assessments for the fiscal year 2010-2011 are exempt.
3. The lien of bonds and assessment liens, if applicable, collected with the general and special taxes.
4. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
5. The fact that the land lies within the boundaries of the Antioch Redevelopment Project Area, as disclosed by the document recorded August 1, 1975 as Instrument No. 75-69311 in Book 7581, Page 986 of Official Records.

Document(s) declaring modifications thereof recorded November 1, 1999 as Instrument No. 1999-289937 of Official Records.

Document(s) declaring modifications thereof recorded July 3, 2007 as Instrument No. 2007-192911 of Official Records.

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6. An easement for fire clearance and incidental purposes, recorded January 15, 2010 as Instrument No. 2010-0008790-00 of Official Records.
In Favor of: Joseph Leonard Martinez, a married man as his sole and separate property
Affects: The Northwesterly portion
7. The terms and provisions contained in the document entitled "March 16, 2011" recorded Instrument No. 2011-0055724-00 as The Antioch Development Agency, a public body, corporate and politic, of the State of California of Official Records. The City of Antioch, a municipal corporation
8. Rights of parties in possession.

Prior to the issuance of any policy of title insurance, the Company will require:

9. With respect to the City of Antioch, a municipal corporation, we will require copies of the articles of organization, bylaws, and other governing documents and any amendments thereto. Other requirements will be made following a review of such documents.

INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. The property covered by this report is vacant land.
2. According to the public records, there has been no conveyance of the land within a period of twenty four months prior to the date of this report, except as follows:

A document recorded March 16, 2011 as Instrument No. 2011-0055724-00 of Official Records.

From: The Antioch Development Agency, a public body, corporate and politic,
of the State of California

To: The City of Antioch, a municipal corporation

3. We find no open deeds of trust. Escrow please confirm before closing.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

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WIRING INSTRUCTIONS

PAYABLE TO: FIRST AMERICAN TITLE COMPANY
BANK: First American Trust, FSB
ADDRESS: 5 First American Way, Santa Ana, CA 92707
ACCOUNT NO: 3004780000
ROUTING NUMBER: 122241255

PLEASE REFERENCE THE FOLLOWING:

CUSTOMER NAME:
FILE NUMBER: 0714-3761887 (SB)
ATTENTION: STACEY BARRACK

PLEASE USE THE ABOVE INFORMATION WHEN WIRING FUNDS TO **FIRST AMERICAN TITLE COMPANY. FUNDS MUST BE WIRED FROM A UNITED STATES BANK.** PLEASE NOTIFY STACEY BARRACK AT (925)240-9901 OR sbarrack@firstam.com WHEN YOU HAVE TRANSMITTED YOUR WIRE. FAX NUMBER: (866)407-2081

FIRST AMERICAN TRUST CONTACT INFO: Banking Services 1-877-600-9473

**ALL WIRES WILL BE RETURNED IF THE FILE NUMBER
AND/OR NAME(S) ARE NOT INCLUDED**

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LEGAL DESCRIPTION

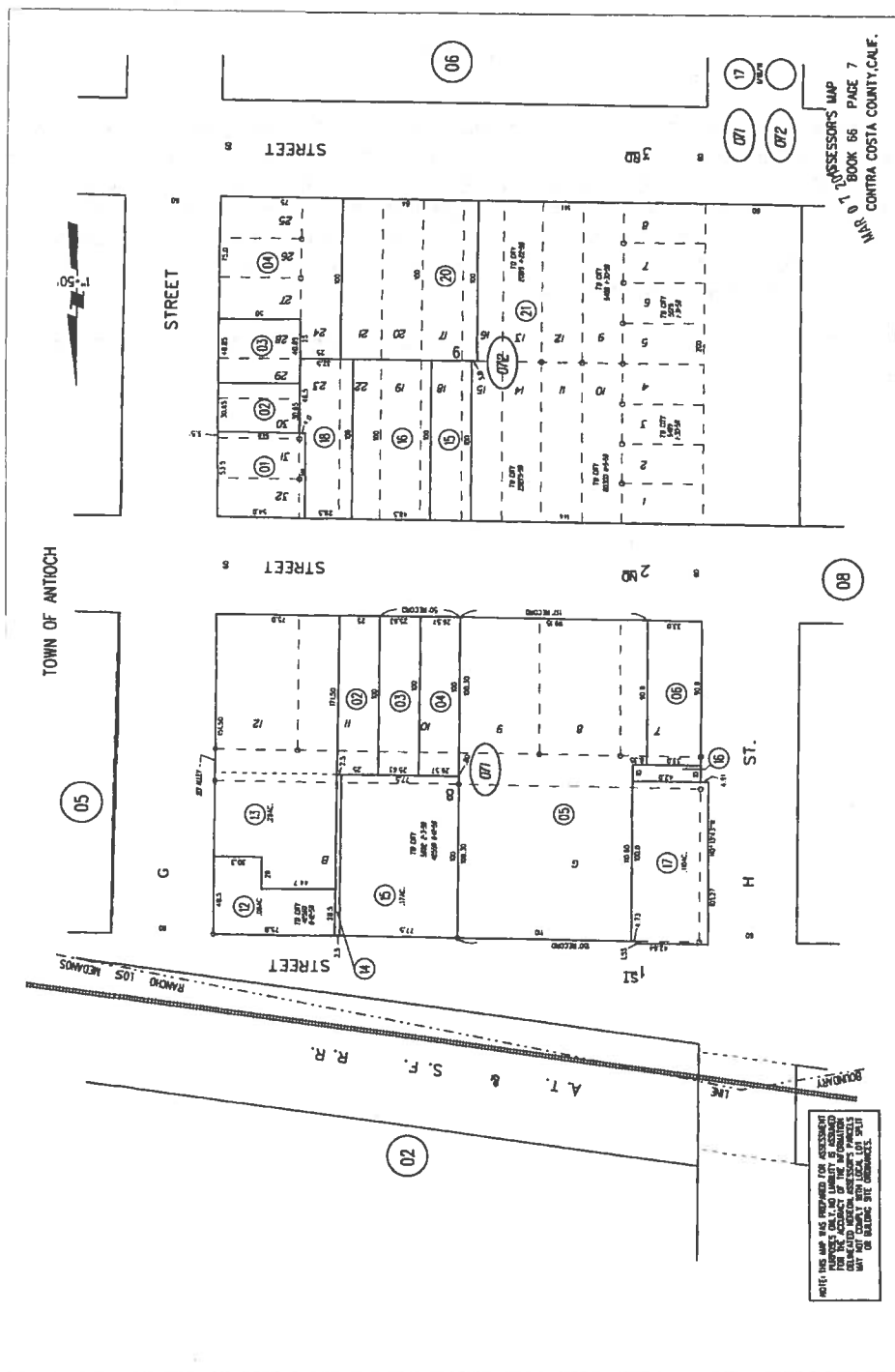
Real property in the City of Antioch, County of Contra Costa, State of California, described as follows:

A PARCEL OF LAND WITHIN BLOCK 8 OF THE TOWN OF ANTIOCH, AS THE SAID BLOCK 8 IS SHOWN UPON THE OFFICIAL MAP OF THE TOWN OF ANTIOCH, THE SAID PARCEL BEING DESCRIBED IN PART BY REFERENCE TO A CERTAIN MONUMENT AND OTHER DATA SHOWN UPON A LICENSED SURVEYOR'S MAP OF A PORTION OF THE TOWN OF ANTIOCH, FILED IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, CALIFORNIA, ON SEPTEMBER 12, 1932 AND RECORDED THEREIN IN BOOK 2 OF LICENSED SURVEYOR'S MAPS, AT PAGE 14, TO WHICH MAP REFERENCE IS MADE HEREIN IN ALL MENTION OF SAID MONUMENT AND IN THE DESIGNATION OF ALL BEARINGS; THE SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY BOUNDARY OF SECOND STREET, WHICH POINT BEARS NORTH 89° 50' WEST 181.50 FEET FROM THE HEREINBEFORE MENTIONED MONUMENT, WHICH IS LOCATED IN THE CENTER OF "G" STREET; THENCE FROM THE SAID POINT OF BEGINNING, ALONG THE NORTHERLY LINE OF SECOND STREET, NORTH 89° 50' WEST, 119.15 FEET TO THE SOUTHEAST CORNER OF PROPERTY NOW OR FORMERLY OF BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION; THENCE ALONG THE EASTERLY LINE OF THE ABOVE LAST NAMED PROPERTY, NORTH 0° 10' EAST 90.00 FEET; THENCE NORTH 89° 50' EAST, 8.35 FEET; THENCE NORTH 0° 10' EAST, 110.60 FEET TO A POINT IN THE SOUTHERLY BOUNDARY OF FIRST STREET; THENCE ALONG THE STREET BOUNDARY SOUTH 89° 50' EAST, 110.00 FEET; THENCE SOUTH 0° 10' WEST 100.30 FEET TO A POINT IN THE LINE THAT FORMS THE SOUTHERLY BOUNDARY OF LOTS "B" AND "G" IN BLOCK 8 THENCE SOUTH 89° 50' EAST, 0.80 FEET; THENCE SOUTH 0° 10' WEST 100.30 FEET TO THE POINT OF BEGINNING.

APN: 066-071-005-4

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NOTICE

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

If you have any questions about the effect of this new law, please contact your local First American Office for more details.

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EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy; or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

**3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant, (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

**5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

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1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy;
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy); or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
(i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
(ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
(iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
(a) to timely record the instrument of transfer; or
(b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance

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- resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
 3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
 4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**10. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL
TITLE INSURANCE POLICY - 1987
EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

* land use	* land division
* improvements on the land	* environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
 - * a notice of exercising the right appears in the public records on the Policy Date
 - * the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.
3. Title Risks:
 - * that are created, allowed, or agreed to by you
 - * that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
 - * that result in no loss to you
 - * that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - * to any land outside the area specifically described and referred to in Item 3 of Schedule A, or
 - * in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

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11. EAGLE PROTECTION OWNER'S POLICY**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 2008
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 2008**

Covered Risks 16 (Subdivision Law Violation), 18 (Building Permit), 19 (Zoning) and 21 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building
 - b. zoning
 - c. land use
 - d. improvements on the land
 - e. land division
 - f. environmental protectionThis Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

**12. THIRD GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN
POLICY (1/01/08)****EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions, or location of any improvement erected on the Land; (iii) the subdivision of land; or (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

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- (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing business laws of the state where the Land is situated.
 - 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
 - 6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
 - 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
 - 8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

13. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
- 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
- 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

14. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006

WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 13 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

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1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

**15. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

**16. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 15 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

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Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

2. Exception_05_7569311

AUG - 1 1975 69311
RECORDED AT REQUEST OF
City of Antioch
AUG - 1 1975
AT 4:30 O'CLOCK P. M.
CONTRA COSTA COUNTY RECORDS
J. R. OLSSON
COUNTY RECORDER
FEE: 0.00

NOTICE

PLEASE TAKE NOTICE THAT THE CITY OF ANTIOCH AND THE ANTIOCH DEVELOPMENT AGENCY HAVE INSTITUTED PROCEEDINGS PURSUANT TO THE CALIFORNIA REDEVELOPMENT LAW (SECTION 33000 ET SEQ. OF THE HEALTH & SAFETY CODE) FOR THE REDEVELOPMENT OF THE ANTIOCH DEVELOPMENT AGENCY PROJECT AREA. SAID PROJECT AREA IS MORE PARTICULARLY DESCRIBED IN THE EXHIBIT MARKED EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

ATTEST:

SEAL AFFIXED

Dorothy P. Marks
- Dorothy P. Marks, Secretary
- Antioch Development Agency

EXHIBIT "A"PROJECT AREA
BOUNDARY DESCRIPTION

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Beginning at the most northerly boundary corner of the City of Antioch; thence generally south along the West boundary to a point on the north line of State Highway 4 and its intersection with the east line of the Los Medanos Wasteway; thence southerly along said east line to the south line of Delta Fair Boulevard; thence easterly along said south line to the northwest corner of Parcel 74-123-04; thence southerly and easterly along the west and south boundaries of said parcel to the west line of Fairview Drive; thence southerly along said west line to the north line of Parcel 74-123-05; thence westerly along said north line to the north line of a 100 foot East Bay Municipal Utility District right-of-way; thence westerly along said north line to the east line of said Los Medanos Wasteway; thence southerly along said east line to the south line of Buchanan Road; thence easterly along said south line to the northwest corner of Parcel 75-010-07; thence southerly and easterly along south and west boundaries of said parcel to the center line of Somersville Road; thence southerly along said center line to a point on the southwest line of the Contra Costa Canal, said point being on the boundary of the City of Antioch; thence southerly, easterly, and northerly along said boundary to said southwest line of the Contra Costa Canal; thence northerly along said southwest line to the east line of Markley Creek; thence northeasterly along said east line to the west line of Parcel 76-030-068; thence southerly, easterly, and northerly along the west, south, and east boundary lines of said parcel to the east line of Markley Creek; thence northeasterly along said east line to the north line of Mahogany Way; thence westerly along said north line to the southwest corner of Parcel 74-370-008; thence northerly along the west line of said parcel to the south line of Sycamore Drive; thence easterly along said south line to the northeast corner of said Parcel 74-370-008; thence northerly across Sycamore Drive and along the east boundary of Parcel 74-370-004 to the south line of the Southern Pacific Railroad; thence easterly along the Southern Pacific Railroad to a point which is south of the southwest corner of Parcel 74-321-002; thence northwesterly along the south line of Fairview Terrace subdivision to the southeast corner of Parcel 74-160-003; thence along the southeast boundary of said parcel to the north line of West 18th Street; thence along said north line to the southeast corner of Parcel 74-171-003; thence along the west line of the Fairview Terrace subdivision to a point on the south line of Parcel 74-160-001; thence easterly along the north line of Parcel 74-160-008 and Parcel 74-334-027 to the northeast corner of said Parcel 74-334-027; thence north along the east line of Parcel 74-334-026 and Parcel 74-334-015 to the south line of 10th Street; thence easterly along the south line of 10th Street to the west line of Parcel 67-021-001; thence southerly and easterly along the boundary of said parcel and Parcel 67-021-002 and across "L" Street to the east line; thence south to the southwest corner of Parcel 67-022-002; thence easterly along the north line of Loma Lane to the east line of "H" Street; thence northerly to the northwest corner of Parcel 67-050-016; thence easterly to the east line of "B" Street; thence southerly to the southwest corner of Parcel 67-060-001; thence easterly and northerly along said boundary to the south line of 10th Street; thence westerly to a point which is south of the

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southeast corner of Parcel 66-207-014; thence northerly along the east line of Parcels 66-207-014 and 66-207-008 to the south line of 9th Street; thence west to the east line of "G" Street; thence northerly to the northwest corner of Parcel 66-203-014; thence westerly to the west line of "H" Street; thence southerly to the southeast corner of Parcel 66-205-008; thence westerly to the southeast corner of Parcel 66-217-007; thence along the boundary of said parcel northerly and westerly to the west line of "L" Street; thence southerly to the north line of 10th Street; thence westerly to the west line of "O" Street; thence northerly along "O" Street to the northeast corner of Parcel 74-130-043; thence westerly 150 feet; thence northerly to the south line of 6th Street; thence east to the east line of "H" Street; thence north to the south line of 4th Street; thence east to the east line of "L" Street; thence north to the northwest corner of Parcel 66-103-008; thence easterly to the southwest corner of Parcel 66-092-012; thence southerly to the south line of 3rd Street; thence easterly to the northeast corner of Parcel 66-107-009; thence south to the south line of Fourth Street; thence east to the northeast corner of Parcel 66-133-010; thence south to the southeast corner thereof; thence easterly to the east line of "I" Street to the west line of Parcel 66-141-006; thence southerly, easterly, and northerly along the west, south, and east boundary of said parcel to the northwest corner of parcel 66-141-005; thence easterly to the west line of "H" Street; thence southerly to the south line of 6th Street; thence easterly to the east line of "F" Street; thence northerly to the south line of 4th Street; thence easterly to the northeast corner of Parcel 66-144-009; thence northerly to the northwest corner of Parcel 66-057-004; thence easterly and along the north lines of Parcels 66-057-004, 66-057-003, 66-057-002, and 66-057-001 to the east line of "E" Street; thence northerly to the south line of 3rd Street; thence east to the west line of "C" Street; thence southerly to the south line of 4th Street; thence easterly to the west line of "B" Street; thence southerly to the south line of 6th Street; thence easterly to the northeast corner of Parcel 66-161-013; thence southerly to the north line of 8th Street; thence westerly to the southwest corner of Parcel 66-163-003; thence southerly to the north line of 9th Street; thence westerly to the west line of "B" Street; thence southerly to the north line of 10th Street; thence westerly to the southwest corner of Parcel 66-189-003; thence southerly and easterly along the boundary of Parcel 67-092-001, to the northeast corner of Parcel 67-092-003; thence southerly to the southeast corner of Parcel 67-093-016; thence westerly, southerly, and easterly along the north, west, and south boundary lines of Parcel 67-093-019 to the northwest corner of Parcel 67-102-067; thence southerly to the southwest corner of Parcel 67-102-052; thence easterly to the northeast corner of Parcel 67-102-007; thence southerly to the south side of 15th Street; thence easterly to the northeast corner of Parcel 67-103-026; thence southerly to the southeast corner thereof; thence southerly, easterly, southerly, and westerly along the eastern boundary lines of Parcel 67-103-017 to the northwest corner of Parcel 67-103-018; thence southerly to the south line of 17th Street; thence west and south along the boundary of Parcel 67-243-030 to the southwest corner thereof; thence westerly to the northwest corner of Parcel 67-243-006; thence southerly to the south line of 18th Street; thence westerly to the northwest corner of Parcel 67-246-008; thence southerly to the southwest corner thereof; thence westerly to the northeast corner of Parcel 67-262-002; thence southerly

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to the north line of 19th Street; thence westerly to the southwest corner of Parcel 67-251-004; thence northerly to the northwest corner thereof; thence westerly to the east line of "D" Street; thence southerly to the north line of 20th Street; thence easterly to the east line of "C" Street; thence northerly to the northwest corner of Parcel 67-263-004; thence easterly to the northeast corner of Parcel 67-263-001; thence southerly to the northwest corner of Parcel 67-251-010; thence easterly to the northeast corner of Parcel 67-251-009; thence southerly to the south line of 20th Street; thence easterly to the northeast corner of Parcel 67-252-007; thence southerly to the southeast corner thereof; thence westerly to the southwest corner of Parcel 67-252-001; thence northerly to the southeast corner of Parcel 67-266-007; thence westerly to the east line of "C" Street; thence north to the south line of 20th Street; thence westerly to the east line of "D" Street; thence southerly to the south line of Parcel 67-277-002; thence southeast to the northeast corner of Parcel 67-274-005; thence southerly to the south line of West Madill Street; thence easterly to the northwest corner of Parcel 67-275-023; thence southerly to the south line of Rossi Avenue; thence west, south, and east along the boundary line of Parcel 67-282-029 to the northwest corner of Parcel 67-282-026; thence southerly to the south line of Texas Street; thence easterly to the west line of "A" Street; thence southerly to the north line of Drake Street; thence easterly to the southeast corner of Parcel 68-142-010; thence westerly and northerly along the boundary of subdivision Sunset Gardens to the south line of Brian Ave; thence easterly to the point south of the southeast corner of Parcel 68-132-036; thence northerly to the northeast corner of said parcel; thence easterly, northerly, and westerly along the boundary of Parcel 68-132-033 to the southeast corner of Parcel 68-132-037; thence northerly to the northeast corner of Parcel 68-131-037; thence easterly and northerly along the south and east boundary of Parcel 68-131-031, to the south line of Southern Pacific Railroad; thence along said south line northwesterly to the east line of "A" Street; thence northerly to the south line of 19th Street; thence easterly to the point which is south of the southeast corner of Parcel 68-011-034; thence northerly along the east boundary lines of Parcels 68-011-044 and 68-011-001 to the south line of E. 18th Street; thence easterly to the west line of Evergreen Avenue; thence southerly to the point which is west of the southwest corner of Parcel 68-017-010; thence easterly to the southeast corner thereof; thence northerly to the south west corner of Parcel 68-041-002; thence easterly to the east line of Heimuli Lane; thence northerly to the southwest corner of Parcel 68-041-011; thence easterly to the southeast corner of said parcel; thence southerly to the southwest corner of Parcel 68-041-013; thence easterly to the east line of Alpha Way; thence southerly to the southwest corner of Parcel 68-042-023; thence easterly to the southeast corner thereof; thence southerly to the southwest corner of Parcel 68-042-003; thence easterly to the east line of Crestwood Drive; thence northerly to the northwest corner of Parcel 68-043-011; thence easterly to the southeast corner of Parcel 68-046-034; thence northerly and easterly along the west and north boundary lines of Parcel 68-046-003 to the east line of Cavallo Road; thence north to the southwest corner of Parcel 68-051-015; thence easterly to the southeast corner of Parcel 68-051-019; thence southerly to the southwest corner of Parcel 68-051-042; thence easterly to the southwest corner of Parcel 68-051-024; thence northerly to the northwest

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(3)

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corner of Parcel 68-051-037; thence easterly to the east line of Biglow Drive; thence northerly to the north line of E. 18th Street; thence easterly to the west line of Hillcrest Avenue; thence southerly along the west line of Hillcrest Avenue to a point which is west of the south west corner of Parcel 51-272-025; thence easterly and northerly along the south and east boundary of said parcel to the south line of E. 18th Street; thence easterly to the northeast corner of Parcel 51-272-006; thence southerly to the southeast corner of Parcel 51-242-005; thence westerly to the east line of Hillcrest Avenue, said line being the Antioch City Limits; thence along said Antioch City Limits line southerly, easterly, northerly, and westerly to the southeast corner of Parcel 51-263-019; thence westerly to the southwest corner of Parcel 51-265-035; thence westerly along the south lines of Parcels 51-120-022 and 51-120-023 to the southeast corner of Parcel 51-120-016; thence westerly to the east line of Hillcrest Avenue; thence northerly to a point which is east of the northeast corner of Parcel 65-262-024; thence westerly to the southeast corner of Parcel 65-262-027; thence westerly along the south line of Lake Alhambra subdivision to the southeast corner of Parcel 65-235-019; thence northerly to the south line of South Lake Drive; thence westerly to the west line of Alhambra Drive; thence southerly to the northeast corner of Parcel 65-142-023; thence along the boundary of said parcel westerly to the east line of Amber Drive; thence northerly to a point which is east of the southeast corner of Parcel 65-143-013; thence westerly to the southwest corner of Parcel 65-143-007; thence northerly to the north line of Amber Drive; thence westerly to the east line of Cavallo Road; thence northerly to a point which is east of the northeast corner of Parcel 65-151-037; thence westerly to the northwest corner thereof; thence southerly to the northeast corner of Parcel 65-151-002; thence westerly to the west line of Moia Avenue; thence southerly to the northeast corner of Parcel 65-152-043; thence westerly to the west line of Wisner Drive; thence northerly to the northeast corner of Parcel 65-152-027; thence westerly and southerly along the north and west lines of said parcel to the northeast corner of Parcel 65-161-001; thence westerly to the west line of Marie Avenue; thence northerly to the southeast corner of Parcel 65-164-012; thence westerly, northerly, and westerly along the boundary of Parcel 65-164-023 to the northwest corner thereof; thence northerly to the south line of East 16th Street; thence westerly to the northeast corner of Parcel 65-172-022; thence southerly to the southeast corner thereof; thence westerly to the north west corner of Parcel 65-172-027; thence southerly to the southeast corner of Parcel 65-172-007; thence westerly along the boundary lines of Parcels 65-172-024, 65-172-025, and 65-172-026 to the northwest corner of Parcel 65-172-028; thence northerly to the southeast corner of Parcel 65-183-009; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-007; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-006; thence westerly to the southwest corner of Parcel 65-183-004; thence northerly to the north line of East 16th Street; thence westerly to the southwest corner of Parcel 65-182-030; thence northerly to the northwest corner thereof; thence easterly to the southeast corner of Parcel 65-182-027; thence northerly to the northwest corner of Parcel 65-181-020; thence easterly to the southeast corner of Parcel 65-181-014; thence northerly and westerly along the east and north line of said parcel to the east line of "A" Street; thence northerly to the northwest corner of Parcel 65-181-016; thence easterly to the southeast

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corner of Parcel 65-075-002; thence northerly to the north line of E. 13th Street; thence easterly to the southeast corner of Parcel 65-071-009; thence northerly to the southeast corner of Parcel 65-064-005; thence westerly to "A" Street; thence northerly to the southwest corner of Parcel 65-061-002; thence easterly to the southeast corner thereof; thence northerly to the north line of Wilbur Avenue; thence easterly to the southeast corner of Parcel 66-164-007; thence northerly to the point on the south line of Parcel 66-164-010; thence westerly to the southwest corner of Parcel 66-164-013; thence northerly to the north line of 7th Street; thence easterly to the southeast corner of Parcel 66-162-008; thence northerly to a point on the south line of Parcel 66-162-011; thence easterly and northerly along the southerly and easterly boundaries of said parcel to the south line of 6th Street; thence northerly to the southeast corner of Parcel 66-032-018; thence northerly to the northeast corner thereof; thence easterly to the east line of the roadway described in Book 27 of Deeds at Page 475; thence southerly along the east line thereof to the northwest corner of Parcel 65-050-026; thence easterly to the northeast corner of Parcel 65-050-013; thence north, east, and south along the boundary of Parcel 65-050-006 to the northwest line of Parcel 65-050-005; thence easterly along the northerly and easterly property lines of Parcels 65-050-005, and 65-050-029, to the northeast corner of Parcel 65-050-029; thence southerly to the northerly most point of Parcel 65-050-017; thence southeasterly along the eastern boundary of said Parcel 65-050-017 to the north line of Wilbur Avenue; thence easterly along the north line of Wilbur Avenue to a point which is north of the west line of Marie Avenue; thence south to the south line of Wilbur Avenue, thence east to the northeast corner of Parcel 65-101-014; thence southerly to the northwest corner of Parcel 65-101-015; thence easterly to the northeast corner of Parcel 65-110-012, said corner being on the Antioch City Limits; thence along northerly, and westerly along said City of Antioch boundary to the point of beginning.

* * * * *

END OF DOCUMENT

3. Exception_05a_19990289937

17

OFFICE OF THE CITY CLERK



L. JOLENE MARTIN
City Clerk

Recording Requested by
and When Recorded Return to:

City Clerk
City of Antioch
P.O. Box 5007
Antioch, CA 94531-5007

CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 1999-0289937-00
M, NOV 01, 1999 15:02:03
FEE \$0.00
Ttl Pd \$0.00 Nbr-0000710007
lrc/RB/1-17

**NOTICE OF ADOPTION OF AN AMENDMENT TO THE REDEVELOPMENT PLAN
FOR THE ANTIOCH REDEVELOPMENT PROJECT**

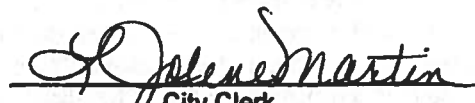
NOTICE IS HEREBY GIVEN that the City Council of the City of Antioch adopted Ordinance NO. 963-C-S and 964-C-S on October 26, 1999, approving and adopting the Amendment to the Redevelopment Plan for the Antioch Redevelopment Project.

A legal description of the boundaries of the Project Area is attached hereto as Exhibit A and incorporated herein by reference.

Proceeding for the redevelopment of the Project Area, as amended, have been instituted under the California Community Redevelopment Law (Health and Safety Code Section 3300 et seq.).

Filed for recordation with the County Recorder of Contra Costa County by order of the City Council of the City of Antioch, California.

Dated: October 29, 1999


City Clerk
City of Antioch

Attachment

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ORDINANCE NO. 963-C-S

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF ANTIOCH ESTABLISHING AND AMENDING
CERTAIN LIMITATIONS WITH RESPECT TO THE
REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT**

WHEREAS, the City Council of the City of Antioch (the "City Council") adopted Ordinance No. 290-C-S on July 15, 1975, approving and adopting the Redevelopment Plan (the "Redevelopment Plan") for the Antioch Redevelopment Project (the "Project"); and

WHEREAS, on April 10, 1979, the City Council adopted Ordinance No. 398-C-S, approving and adopting an amendment to the Redevelopment Plan; and

WHEREAS, on November 12, 1986, the City Council adopted Ordinance No. 653-C-S, establishing certain limitations with respect to the Redevelopment Plan; and

WHEREAS, the Antioch Development Agency (the "Agency") has been designated as the official redevelopment agency in the City of Antioch to carry out the functions and requirements of the Community Redevelopment Law of the State of California (Health and Safety Code Section 33000 et seq.) and to implement the Redevelopment Plan; and

WHEREAS, Section 33333.6 of the Community Redevelopment Law requires that every redevelopment plan adopted on or before December 31, 1993, contain certain limitations: (1) if the plan contains the provisions set forth in Section 33670 of the Community Redevelopment Law ("tax increment authority"), a time limit on the establishing of loans, advances and indebtedness which shall not exceed 20 years from the adoption of the redevelopment plan or January 1, 2004, whichever is later; (2) a time limit on the effectiveness of the redevelopment plan which shall not exceed 40 years from the adoption of the redevelopment plan or January 1, 2009, whichever is later; and (3) a time limit on the repayment of indebtedness which shall not exceed 10 years from the termination of the effectiveness of the redevelopment plan; and

WHEREAS, Section 33333.6 further provides that a redevelopment plan adopted prior to January 1, 1994, may be amended by the legislative body by adoption of an

STATE OF CALIFORNIA
County of Contra Costa
City of Antioch

I, L. JoJene Martin, City Clerk in and for said City of Antioch, County of Contra Costa, State of California, do hereby certify under penalty of perjury that the hereto attached and foregoing paper is a full, true and correct copy of Ordinance No. 963-C-5 now on file in this office of said city.

WITNESS, my hand, and Official Seal, this 29th day of October, 19 99

L. JoJene Martin
City Clerk, City of Antioch
Contra Costa County, California

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ordinance on or after January 1, 1999, but on or before December 31, 1999, provided that the redevelopment plan as so amended does not exceed the terms provided in that section; and

WHEREAS, Ordinance No. 653-C-S established a time limit for incurring indebtedness that exceeds the maximum permitted by subdivision (a) of Health and Safety Code Section 33333.6 and, therefore, should be amended; and

WHEREAS, the Redevelopment Plan contains an ambiguous termination date for the Redevelopment Plan that should be clarified; and

WHEREAS, a time limit for repayment of indebtedness in accord with Health and Safety Code Section 33333.6 should be established;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANTIOCH DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. A new sentence is hereby added to the end of the last paragraph of subsection 1 of Section 1201 of the Redevelopment Plan to read as follows:

"The Agency shall not establish or incur loans, advances or indebtedness to finance, in whole or in part, the Project after January 1, 2004."

SECTION 2. The existing sentence in Section 406 of the Redevelopment Plan is hereby deleted and replaced by the following:

"Except for the nondiscrimination and nonsegregation provisions that shall run in perpetuity, the provisions of this Plan shall be effective, and the provisions of other documents formulated pursuant to this Plan may be made effective, for forty (40) years from the date of adoption of this Plan. Based upon the date of adoption of the Redevelopment Plan, the effectiveness of the Redevelopment Plan shall terminate on July 15, 2015."

SECTION 3. The Agency shall not pay indebtedness or receive property taxes pursuant to Health and Safety Code Section 33670 after ten (10) years from the termination of the effectiveness of the Redevelopment Plan, as established in Section 2 of this Ordinance. Based upon the termination date established in Section 2 of this Ordinance, the Agency shall not pay indebtedness or receive property taxes pursuant to Section 33670 after July 15, 2025.

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SECTION 4. Ordinance Nos. 290-C-S, 398-C-S and 653-C-S are continued in full force and effect as amended by this Ordinance.

SECTION 5. The City Clerk is hereby directed to send a certified copy of this Ordinance to the Agency.

SECTION 6. Severability. If any part of this Ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance, and this City Council hereby declares that it would have passed the remainder of this Ordinance if such invalid portion thereof had been deleted.

SECTION 7. Publication. The City Clerk is hereby ordered and directed to cause this Ordinance to be published once in *The Ledger Dispatch*, a newspaper of general circulation, published and circulated in the City of Antioch.

SECTION 8. This ordinance shall be in full force and effect thirty (30) days after its passage.

* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch, held on the 28th day of September, 1999, and passed and adopted at a regular meeting thereof, held on the 26th day of October, 1999.

AYES: Council Members Freitas, Soliz, Davis, and Mayor Rocha.

NOES: Council Member Sudario.

ABSENT: None.

s/ Mary Helen Rocha
MAYOR OF THE CITY OF ANTIOCH

ATTEST:

s/ L. Jolene Martin
CITY CLERK OF THE CITY OF ANTIOCH

STATE OF CALIFORNIA
County of Contra Costa

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City of Antioch

I L. Jolene Martin, City Clerk in and for said City of Antioch, County of Contra Costa, State of California, do hereby certify under penalty of perjury that the hereto attached and foregoing paper is a full, true and correct copy of _____
Ordinance No. 964-C-S _____ now on file in this office of said city.

WITNESS, my hand, and Official Seal, this 29th day of October 19 99



City Clerk, City of Antioch
Contra Costa County, California

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ORDINANCE NO. 964-C-S
AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF ANTIOCH, CALIFORNIA, AMENDING
ORDINANCE NOS. 290-C-S, 398-C-S, 653-C-S AND
TO THE REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT

WHEREAS, the City Council of the City of Antioch (the "City Council") adopted Ordinance No. 290-C-S on July 15, 1975, approving and adopting the Redevelopment Plan (the "Redevelopment Plan") for the Antioch Redevelopment Project (the "Project") and adopted Ordinance No. 398-C-S on April 10, 1979, Ordinance No. 653-C-S on November 12, 1986, and Ordinance No. 963-C-S, on October 26, 1999, amending the Redevelopment Plan; and

WHEREAS, the City Council has received from the Antioch Development Agency (the "Agency") a proposed amendment (the "Amendment") to the Redevelopment Plan, a copy of which is on file at the office of the Agency and at the office of the City Clerk, both at City Hall, Third and H Streets, Antioch, California, together with the Report of the Agency to the City Council on the proposed Amendment, including: (1) the reasons for amending the Redevelopment Plan; (2) the report and recommendations of the Planning Commission of the City of Antioch (the "Planning Commission"); and (3) the Negative Declaration; and

WHEREAS, the proposed Amendment would re-establish the time period within which the Agency can exercise its eminent domain authority and make certain other minor, technical amendments to bring the Redevelopment Plan into conformity with the current Community Redevelopment Law (Health and Safety Code Section 33000 et seq.); and

WHEREAS, by Resolution No. 99-19, adopted on August 18, 1999, the Planning Commission has reported that the Redevelopment Plan, as it is proposed to be amended by the Amendment, conforms to the General Plan of the City of Antioch and has recommended approval of the proposed Amendment; and

WHEREAS, a Negative Declaration was prepared on the proposed Amendment in accordance with the California Environmental Quality Act (Public Resources Code Section 21000 et seq.), the Guidelines for Implementation of the California

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Environmental Quality Act (14 Cal. Code Regs. Section 15000 et seq.), and environmental procedures adopted by the Agency pursuant thereto; and

WHEREAS, the Agency and the City Council have reviewed and considered the Negative Declaration on the proposed Amendment and have each approved the Negative Declaration; and

WHEREAS, the City Council and the Agency held a joint public hearing on September 28, 1999, on the adoption of the Amendment and approval of the Negative Declaration on the Amendment in the City Council Chambers, Third and H Streets, Antioch, California; and

WHEREAS, a notice of said hearing was duly and regularly published in *The Ledger Dispatch*, a newspaper of general circulation in the City of Antioch, once a week for three successive weeks prior to the date of said hearing, and a copy of said notice and affidavit of publication are on file with the City Clerk and the Agency; and

WHEREAS, copies of the notice of joint public hearing and a statement concerning acquisition of property by the Agency were mailed to the last known address of each assessee of each parcel of land in the Project Area, as shown on the last equalized assessment roll of the County of Contra Costa; and

WHEREAS, copies of the notice of joint public hearing were mailed to each business and resident in the Project Area; and

WHEREAS, copies of the notice of joint public hearing were mailed by certified mail with return receipt requested to the governing body of each taxing agency that receives taxes from property in the Project Area; and

WHEREAS, the City Council has considered the Report of the Agency, the report and recommendations of the Planning Commission, the proposed Amendment and the Negative Declaration; has provided an opportunity for all persons to be heard; and has received and considered all evidence and testimony presented for or against any and all aspects of the proposed Amendment;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANTIOCH DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The purpose and intent of the City Council with respect to the Amendment is to promote the full and effective implementation of the Redevelopment

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Plan for the Antioch Redevelopment Project by re-establishing, for an additional twelve (12) years, the Agency's power to acquire property by eminent domain. Implementation of the Redevelopment Plan will serve to eliminate blight and improve the physical and economic conditions in the Project Area.

SECTION 2. The City Council hereby finds and determines that:

(a) Remaining blight exists within the Project Area, the redevelopment of which is necessary to effectuate the public purposes in the Community Redevelopment Law. This finding is based upon the facts set forth in the Agency's Report to the City Council, particularly the descriptions of deterioration, stagnated or decreased property values, vacancy rates, low lease rates, asbestos and other blighting conditions.

(b) It is necessary and desirable to amend the Redevelopment Plan in the manner set forth in the proposed Amendment in order to carry out the redevelopment of the Project Area and make possible the achievement of the goals and objectives of the Redevelopment Plan. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that, without eminent domain authority, the Agency will not be able to assemble sites and eliminate remaining blight within the Project Area.

(c) The proposed Amendment will aid in the redevelopment of the Project Area in conformity with the Community Redevelopment Law and in the interests of the public peace, health, safety and welfare. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that implementation of the Redevelopment Plan will serve to eliminate remaining blight and improve physical and economic conditions in the Project Area and that eminent domain authority is necessary for the full and effective implementation of the Redevelopment Plan.

(d) The Redevelopment Plan, as it is proposed to be amended by the Amendment, is consistent with the General Plan of the City of Antioch. This finding is based upon the findings of the Planning Commission set forth in Resolution No. 99-19, adopted on August 18, 1999, a copy of which is included in the Agency's Report to the City Council.

(e) The carrying out of the Redevelopment Plan, as it is proposed to be amended by the Amendment, will promote the public peace, health, safety and welfare of the City of Antioch and will effectuate the purposes and policy of the

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Community Redevelopment Law. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that redevelopment, as contemplated by the Redevelopment Plan, will benefit the Project Area by authorizing the Agency to assemble sites for redevelopment to correct the significant blight remaining in the Project Area.

(f) The condemnation of real property within the Project Area, as provided for in the proposed Amendment, is necessary to the execution of the Redevelopment Plan, and adequate provisions have been made for the payment for property to be acquired as provided by law. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that, without eminent domain authority, certain sites within the Project Area could not be assembled for redevelopment. This finding is further based on the fact that, in connection with the acquisition of property by the Agency, the Agency will comply with all applicable provisions of the California Eminent Domain Law (Code of Civil Procedure Section 1230.010 et seq.) and the California Relocation and Real Property Acquisition Law (Government Code Section 7260 et seq.), including provisions requiring the payment of just compensation.

(g) The elimination of blight and the redevelopment of the Project Area could not reasonably be expected to be accomplished by private enterprise acting alone without the aid and assistance of the Agency. This finding is based upon the facts that, because of the higher costs and more significant risks associated with development of blighted areas, individual developers are unable and unwilling to invest in blighted areas without substantial public assistance; that funds of other public sources and programs are insufficient to eliminate the blighting conditions; and that, without the Agency's use of eminent domain, sites could not be assembled for redevelopment.

(h) The time limitation in the Redevelopment Plan regarding the Agency's eminent domain authority, as amended by the Amendment, is reasonably related to the proposed projects to be implemented in the Project Area and the ability of the Agency to eliminate blight within the Project Area. This finding is based upon the fact that Section 33333.4 of the Community Redevelopment Law provides that a time limit, not to exceed 12 years from the adoption of the Redevelopment Plan, may be established for commencement of eminent domain proceedings to acquire property within the Project Area and that said time limit may be extended by amendment of the Redevelopment Plan.

SECTION 3. In order to implement and facilitate the effectuation of the proposed Amendment, certain official actions must be taken by the City Council; accordingly, the

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City Council hereby: (a) pledges its cooperation in helping to carry out the Redevelopment Plan, as amended by the Amendment; (b) directs the various officials, departments, boards and agencies of the City of Antioch having administrative responsibilities in the Project Area likewise to cooperate to such end and to exercise their respective functions and powers in a manner consistent with the Redevelopment Plan, as amended by the Amendment; (c) stands ready to consider and take appropriate action on proposals and measures designed to effectuate the Redevelopment Plan, as amended by the Amendment; and (d) declares its intention to undertake and complete any proceedings, including the expenditure of moneys, necessary to be carried out by the City under the provisions of the Redevelopment Plan, as amended by the Amendment.

SECTION 4. The Council is satisfied that written objections, if any, received before or at the noticed public hearing have been responded to in writing. In addition, written findings have been adopted in response to each written objection, if any, of an affected property owner or taxing entity filed with the City Clerk either before or at the noticed public hearing.

SECTION 5. The Redevelopment Plan, as adopted and amended by Ordinance Nos. 290-C-S, 398-C-S, 653-C-S and 963-C-S, is hereby further amended as set forth in the "Amendment to the Redevelopment Plan for the Antioch Redevelopment Project," attached hereto. As so amended, the Redevelopment Plan is incorporated by reference herein. The Executive Director of the Agency is hereby authorized to combine the Redevelopment Plan, as amended by the Amendment, into a single document, and said document, when filed with the City Clerk and the Secretary of the Agency, shall constitute the official Redevelopment Plan for the Antioch Redevelopment Project.

SECTION 6. Ordinance Nos. 290-C-S, 398-C-S, 653-C-S and 963-C-S, are continued in full force and effect as amended by this Ordinance.

SECTION 7. The City Clerk is hereby directed to send a certified copy of this Ordinance to the Agency, and the Agency is hereby vested with the responsibility for carrying out the Redevelopment Plan, as amended by the Amendment.

SECTION 8. The City Clerk is hereby directed to record with the County Recorder of Contra Costa County a notice of the approval and adoption of the Amendment pursuant to this Ordinance, containing a statement that proceedings for the redevelopment of the Project Area pursuant to the Redevelopment Plan, as amended by the Amendment, have been instituted under the Community Redevelopment Law.

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SECTION 9. The City Clerk is hereby ordered and directed to certify to the passage of this Ordinance and to cause the same to be published once in *The Ledger Dispatch*, a newspaper of general circulation, published and circulated in the City of Antioch.

SECTION 10. If any part of this Ordinance, or the Amendment that it approves, is held to be invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance or of the Amendment, and this City Council hereby declares that it would have passed the remainder of the Ordinance, or approved the remainder of the Amendment, if such invalid portion thereof had been deleted.

SECTION 11. Effective Date. This Ordinance shall be in full force and effect thirty (30) days after its adoption.

* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch, held on the 28th day of September, 1999, and passed and adopted at a regular meeting thereof, held on the 26th day of October, 1999.

AYES: Council Members Freitas, Soliz, Davis, and Mayor Rocha.

NOES: Council Member Sudario.

ABSENT: None.

s/ Mary Helen Rocha
MAYOR OF THE CITY OF ANTIOCH

ATTEST:

s/ L. Jolene Martin
CITY CLERK OF THE CITY OF ANTIOCH

EXHIBIT "A"

PROJECT AREA
BOUNDARY DESCRIPTION

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Beginning at the most northerly boundary corner of the City of Antioch; thence generally south along the West boundary to a point on the north line of State Highway 4 and its intersection with the east line of the Los Medanos Wasteway; thence southerly along said east line to the south line of Delta Fair Boulevard; thence easterly along said south line to the northwest corner of Parcel 74-123-04; thence southerly and easterly along the west and south boundaries of said parcel to the west line of Fairview Drive; thence southerly along said west line to the north line of Parcel 74-123-05; thence westerly along said north line to the north line of a 100 foot East Bay Municipal Utility District right-of-way; thence westerly along said north line to the east line of said Los Medanos Wasteway; thence southerly along said east line to the south line of Buchanan Road; thence easterly along said south line to the northwest corner of Parcel 75-010-07; thence southerly and easterly along south and west boundaries of said parcel to the center line of Somersville Road; thence southerly along said center line to a point on the southwest line of the Contra Costa Canal, said point being on the boundary of the City of Antioch; thence southerly, easterly, and northerly along said boundary to said southwest line of the Contra Costa Canal; thence northerly along said southwest line to the east line of Markley Creek; thence northeasterly along said east line to the west line of Parcel 76-030-068; thence southerly, easterly, and northerly along the west, south, and east boundary lines of said parcel to the east line of Markley Creek; thence northeasterly along said east line to the north line of Mahogany Way; thence westerly along said north line to the southwest corner of Parcel 74-370-008; thence northerly along the west line of said parcel to the south line of Sycamore Drive; thence easterly along said south line to the northeast corner of said Parcel 74-370-008; thence northerly across Sycamore Drive and along the east boundary of Parcel 74-370-004 to the south line of the Southern Pacific Railroad; thence easterly along the Southern Pacific Railroad to a point which is south of the southwest corner of Parcel 74-321-002; thence northwesterly along the south line of Fairview Terrace subdivision to the southeast corner of Parcel 74-180-003; thence along the southeast boundary of said parcel to the north line of West 18th Street; thence along said north line to the southeast corner of Parcel 74-171-003; thence along the west line of the Fairview Terrace subdivision to a point on the south line of Parcel 74-160-001; thence easterly along the north line of Parcel 74-160-008 and Parcel 74-334-027 to the northeast corner of said Parcel 74-334-027; thence north along the east line of Parcel 74-334-026 and Parcel 74-334-015 to the south line of 10th Street; thence easterly along the south line of 10th Street to the west line of Parcel 67-021-001; thence southerly and easterly along the boundary of said parcel and Parcel 67-021-002 and across "L" Street to the east line, thence south to the southwest corner of Parcel 67-022-002; thence easterly along the north line of Loma Lane to the east line of "H" Street; thence northerly to the northwest corner of Parcel 67-050-016; thence easterly to the east line of "G" Street; thence southerly to the southwest corner of Parcel 67-060-001; thence easterly and northerly along said boundary to the south line of 10th Street; thence westerly to a point which is south of the

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southeast corner of Parcel 66-207-014; thence northerly along the east line of Parcels 66-207-014 and 66-207-008 to the south line of 9th Street; thence west to the east line of "G" Street; thence northerly to the northwest corner of Parcel 66-203-014; thence westerly to the west line of "H" Street; thence southerly to the southeast corner of Parcel 66-205-008; thence westerly to the southeast corner of Parcel 66-217-007; thence along the boundary of said parcel northerly and westerly to the west line of "L" Street; thence southerly to the north line of 10th Street; thence westerly to the west line of "O" Street; thence northerly along "O" Street to the northeast corner of Parcel 74-130-043; thence westerly 150 feet; thence northerly to the south line of 6th Street; thence east to the east line of "M" Street; thence north to the south line of 4th Street; thence east to the east line of "L" Street; thence north to the northwest corner of Parcel 66-103-008; thence easterly to the southwest corner of Parcel 66-092-012; thence southerly to the south line of 3rd Street; thence easterly to the northeast corner of Parcel 66-107-009; thence south to the south line of Fourth Street; thence east to the northeast corner of Parcel 66-133-010; thence south to the southeast corner thereof; thence easterly to the east line of "I" Street to the west line of Parcel 66-141-006; thence southerly, easterly, and northerly along the west, south, and east boundary of said parcel to the northwest corner of parcel 66-141-005; thence easterly to the west line of "H" Street; thence southerly to the south line of 6th Street; thence easterly to the east line of "F" Street; thence northerly to the south line of 4th Street; thence easterly to the northeast corner of Parcel 66-144-009; thence northerly to the northwest corner of Parcel 66-057-004; thence easterly and along the north lines of Parcels 66-057-004, 66-057-003, 66-057-002, and 66-057-001 to the east line of "E" Street; thence northerly to the south line of 3rd Street; thence east to the west line of "C" Street; thence southerly to the south line of 4th Street; thence easterly to the west line of "B" Street; thence southerly to the south line of 6th Street; thence easterly to the northeast corner of Parcel 66-161-013; thence southerly to the north line of 8th Street; thence westerly to the southwest corner of Parcel 66-163-003; thence southerly to the north line of 9th Street; thence westerly to the west line of "B" Street; thence southerly to the north line of 10th Street; thence westerly to the southwest corner of Parcel 66-189-003; thence southerly and easterly along the boundary of Parcel 67-092-001, to the northeast corner of Parcel 67-092-003; thence southerly to the southeast corner of Parcel 67-093-016; thence westerly, southerly, and easterly along the north, west, and south boundary lines of Parcel 67-093-019 to the northwest corner of Parcel 67-102-067; thence southerly to the southwest corner of Parcel 67-102-052; thence easterly to the northeast corner of Parcel 67-102-007; thence southerly to the south side of 15th Street; thence easterly to the northeast corner of Parcel 67-103-026; thence southerly to the southeast corner thereof; thence southerly, easterly, southerly, and westerly along the eastern boundary lines of Parcel 67-103-017 to the northwest corner of Parcel 67-103-018; thence southerly to the south line of 17th Street; thence west and south along the boundary of Parcel 67-243-030 to the southwest corner thereof; thence westerly to the northwest corner of Parcel 67-243-006; thence southerly to the south line of 18th Street; thence westerly to the northwest corner of Parcel 67-246-008; thence southerly to the southwest corner thereof; thence westerly to the northeast corner of Parcel 67-262-002; thence southerly

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(2)

(BOOK 7581 PG 988)

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to the north line of 19th Street; thence westerly to the southwest corner of Parcel 67-251-004; thence northerly to the northwest corner thereof; thence westerly to the east line of "D" Street; thence southerly to the north line of 20th Street; thence easterly to the east line of "C" Street; thence northerly to the northwest corner of Parcel 67-263-004; thence easterly to the northeast corner of Parcel 67-263-001; thence southerly to the northwest corner of Parcel 67-251-010; thence easterly to the northeast corner of Parcel 67-251-009; thence southerly to the south line of 20th Street; thence easterly to the northeast corner of Parcel 67-252-007; thence southerly to the southeast corner thereof; thence westerly to the southwest corner of Parcel 67-252-001; thence northerly to the southeast corner of Parcel 67-266-007; thence westerly to the east line of "C" Street; thence north to the south line of 20th Street; thence westerly to the east line of "D" Street; thence southerly to the south line of Parcel 67-277-002; thence southeast to the northeast corner of Parcel 67-274-005; thence southerly to the south line of West Madill Street; thence easterly to the northwest corner of Parcel 67-275-023; thence southerly to the south line of Rossi Avenue; thence west, south, and east along the boundary line of Parcel 67-282-029 to the northwest corner of Parcel 67-232-026; thence southerly to the south line of Texas Street; thence easterly to the west line of "A" Street; thence southerly to the north line of Drake Street; thence easterly to the southeast corner of Parcel 63-142-019; thence westerly and northerly along the boundary of subdivision Sunset Gardens to the south line of Brian Ave; thence easterly to the point south of the southeast corner of Parcel 68-132-036; thence northerly to the northeast corner of said parcel; thence easterly, northerly, and westerly along the boundary of Parcel 68-132-033 to the southeast corner of Parcel 68-132-037; thence northerly to the northeast corner of Parcel 68-131-037; thence easterly and northerly along the south and east boundary of Parcel 68-131-031, to the south line of Southern Pacific Railroad; thence along said south line northwesterly to the east line of "A" Street; thence northerly to the south line of 19th Street; thence easterly to the point which is south of the southeast corner of Parcel 68-011-034; thence northerly along the east boundary lines of Parcels 68-011-034 and 68-011-001 to the south line of E. 18th Street; thence easterly to the west line of Evergreen Avenue; thence southerly to the point which is west of the southwest corner of Parcel 68-017-010; thence easterly to the southeast corner thereof; thence northerly to the south west corner of Parcel 68-041-002; thence easterly to the east line of Helmuth Lane; thence northerly to the southwest corner of Parcel 68-041-011; thence easterly to the southeast corner of said parcel; thence southerly to the southwest corner of Parcel 68-041-013; thence easterly to the east line of Alpha Way; thence southerly to the southwest corner of Parcel 68-042-023; thence easterly to the southeast corner thereof; thence southerly to the southwest corner of Parcel 68-042-003; thence easterly to the east line of Crestwood Drive; thence northerly to the northwest corner of Parcel 68-043-011; thence easterly to the southeast corner of Parcel 68-046-034; thence northerly and easterly along the west and north boundary lines of Parcel 68-046-003 to the east line of Cavallo Road; thence north to the southwest corner of Parcel 68-051-015; thence easterly to the southeast corner of Parcel 68-051-019; thence southerly to the southwest corner of Parcel 68-051-042; thence easterly to the southwest corner of Parcel 68-051-024; thence northerly to the northwest

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(DK 7581 PAGE 988 - A)

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corner of Parcel 68-051-037; thence easterly to the east line of Biglow Drive; thence northerly to the north line of E. 18th Street; thence easterly to the west line of Hillcrest Avenue; thence southerly along the west line of Hillcrest Avenue to a point which is west of the south west corner of Parcel 51-272-035; thence easterly and northerly along the south and east boundary of said parcel to the south line of E. 18th Street; thence easterly to the northeast corner of Parcel 51-272-006; thence southerly to the southeast corner of Parcel 51-242-005; thence westerly to the east line of Hillcrest Avenue, said line being the Antioch City Limits; thence along said Antioch City Limits line southerly, easterly, northerly, and westerly to the southeast corner of Parcel 51-263-019; thence westerly to the southwest corner of Parcel 51-265-035; thence westerly along the south lines of Parcels 51-120-022 and 51-120-023 to the southeast corner of Parcel 51-120-016; thence westerly to the east line of Hillcrest Avenue; thence northerly to a point which is east of the northeast corner of Parcel 65-262-024; thence westerly to the southeast corner of Parcel 65-262-027; thence westerly along the south line of Lake Alhambra subdivision to the southeast corner of Parcel 65-235-019; thence northerly to the south line of South Lake Drive; thence westerly to the west line of Alhambra Drive; thence southerly to the northeast corner of Parcel 65-142-023; thence along the boundary of said parcel westerly to the east line of Amber Drive; thence northerly to a point which is east of the southeast corner of Parcel 65-143-013; thence westerly to the southwest corner of Parcel 65-143-007; thence northerly to the north line of Amber Drive; thence westerly to the east line of Cavallo Road; thence northerly to a point which is east of the northeast corner of Parcel 65-151-037; thence westerly to the northwest corner thereof; thence southerly to the northeast corner of Parcel 65-151-002; thence westerly to the west line of Noia Avenue; thence southerly to the northeast corner of Parcel 65-152-043; thence westerly to the west line of Wisner Drive; thence northerly to the northeast corner of Parcel 65-152-027; thence westerly and southerly along the north and west lines of said parcel to the northeast corner of Parcel 65-161-001; thence westerly to the west line of Marie Avenue; thence northerly to the southeast corner of Parcel 65-164-012; thence westerly, northerly, and westerly along the boundary of Parcel 65-164-023 to the northwest corner thereof; thence northerly to the south line of East 16th Street; thence westerly to the northeast corner of Parcel 65-172-022; thence southerly to the southeast corner thereof; thence westerly to the north west corner of Parcel 65-172-027; thence southerly to the southeast corner of Parcel 65-172-007; thence westerly along the boundary lines of Parcels 65-172-024, 65-172-025, and 65-172-020 to the northwest corner of Parcel 65-172-028; thence northerly to the southeast corner of Parcel 65-183-009; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-007; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-006; thence westerly to the southwest corner of Parcel 65-183-004; thence northerly to the north line of East 16th Street; thence westerly to the southwest corner of Parcel 65-182-030; thence northerly to the northwest corner thereof; thence easterly to the southeast corner of Parcel 65-182-027; thence northerly to the northwest corner of Parcel 65-181-020; thence easterly to the southeast corner of Parcel 65-181-014; thence northerly and westerly along the east and north line of said parcel to the east line of "A" Street; thence northerly to the northwest corner of Parcel 65-181-018; thence easterly to the southeast

3/13/75

(4)

(BOOK 7581 Pg 989)

289937

corner of Parcel 65-075-002; thence northerly to the north line of E. 13th Street; thence easterly to the southeast corner of Parcel 65-071-009; thence northerly to the southeast corner of Parcel 65-064-005; thence westerly to "A" Street; thence northerly to the southwest corner of Parcel 65-061-008; thence easterly to the southeast corner thereof; thence northerly to the north line of Wilbur Avenue; thence easterly to the southeast corner of Parcel 66-164-007; thence northerly to the point on the south line of Parcel 66-164-010; thence westerly to the southwest corner of Parcel 66-164-013; thence northerly to the north line of 7th Street; thence easterly to the southeast corner of Parcel 66-162-008; thence northerly to a point on the south line of Parcel 66-162-011; thence easterly and northerly along the southerly and easterly boundaries of said parcel to the south line of 6th Street; thence northerly to the southeast corner of Parcel 66-032-018; thence northerly to the northeast corner thereof; thence easterly to the east line of the roadway described in Book 27 of Deeds at Page 475; thence southerly along the east line thereof to the northwest corner of Parcel 65-050-026; thence easterly to the northeast corner of Parcel 65-050-013; thence north, east, and south along the boundary of Parcel 65-050-006 to the northwest line of Parcel 65-050-005; thence easterly along the northerly and easterly property lines of Parcels 65-050-005, and 65-050-029, to the northeast corner of Parcel 65-050-029; thence southerly to the northerly most point of Parcel 65-050-017; thence southeasterly along the eastern boundary of said Parcel 65-050-017 to the north line of Wilbur Avenue; thence easterly along the north line of Wilbur Avenue to a point which is north of the west line of Marie Avenue; thence south to the south line of Wilbur Avenue, thence east to the northeast corner of Parcel 65-101-014; thence southerly to the northwest corner of Parcel 65-101-015; thence easterly to the northeast corner of Parcel 65-110-012, said corner being on the Antioch City Limits; thence along northerly, and westerly along said City of Antioch boundary to the point of beginning.

* * * * *

(END OF DOCUMENT)

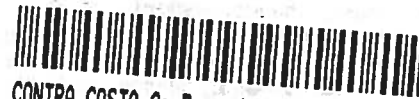
END OF DOCUMENT

4. Exception_05b_2007192911

6

RECORDED AT REQUEST OF
AND FOR THE BENEFIT OF:
CITY OF ANTIOCH

WHEN RECORDED MAIL TO:
L. Jolene Martin
City Clerk
P.O. Box 5007
Antioch, CA 94531-5007



CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2007-0192911-00

Check Number
Tuesday, JUL 03, 2007 14:32:00
FRE \$0.00!!

Ttl Pd \$0.00

Nbr-0003770708
Iss/R5/1-6

**REVISED NOTICE OF ADOPTION OF THE
REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT AREA NO. 1**

Recording Requested by
and When Recorded Return to:

L. Jolene Martin, City Clerk
City of Antioch
P.O. Box 5007
Antioch, Ca 94531-5007

Exempt from recording fees pursuant to
Government Code Section 27383

**ALL PROPERTY TO WHICH THIS NOTICE PERTAINS
IS LOCATED WITHIN THE ANTIOCH REDEVELOPMENT PROJECT AREA NO. 1**

**REVISED NOTICE OF ADOPTION OF THE
REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT AREA NO. 1**

NOTICE IS HEREBY GIVEN, in compliance with Section 33373(c) of the California Health and Safety Code which became effective January 1, 2007, that the City Council of the City of Antioch, California ("City Council") adopted Ordinance No. 290 C.S. on July 15, 1975, as amended, approving and adopting the Redevelopment Plan for the Antioch Project Area No. 1 (the "Redevelopment Plan"). The Antioch Development Agency ("Agency") is vested with the responsibility to carry out the Redevelopment Plan.

A legal description of the boundaries of Project Area No. 1 is attached hereto as Exhibit A and incorporated herein by reference and a copy of the Redevelopment Plan may be obtained from the Agency.

Proceedings for the redevelopment of Project Area No. 1, as contemplated by the Redevelopment Plan have been instituted under the California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*).

AGENCY'S EMINENT DOMAIN AUTHORITY. Sections 104, 105 and 701 of the Redevelopment Plan provides as follows:

When the Agency exercises its power of eminent domain, it shall be exercised within the following limitations:

The Redevelopment Plan may be amended by means of the procedures established in Section 33354.6 and/or Sections 33450-33458 of the Community Redevelopment Law or by any other procedure hereafter established by law; however, the Redevelopment Plan may not be

1017001v1 21132/0001

amended to provide for the acquisition by eminent domain on any property zoned for residential uses as of the date the ordinance adopting the third amendment to the Plan becomes effective.

It is in the public interest and is necessary in order to eliminate the conditions requiring redevelopment and in order to execute this Plan for the power of eminent domain to be employed by the Agency to acquire real property in the Project Area which cannot be acquired by gift, devise, exchange, purchase, or any other lawful method. Eminent Domain proceedings, if used, must be commenced within twelve (12) years from the date the ordinance adopting the third amendment to the Plan becomes effective (or by October 26, 2011). This time limit for commencement of eminent domain proceedings may be extended only by amendment of the Plan.

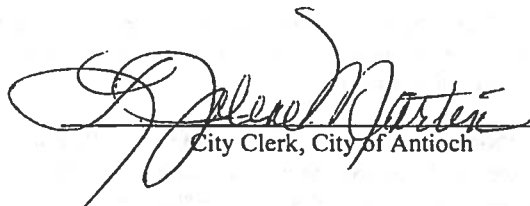
The Agency shall not acquire by eminent domain real property zoned for residential uses as of the date the ordinance adopting the third amendment to the Plan becomes effective.

It is the policy of the Agency to encourage the participation of property owners and businesses within the Project Area. Accordingly, the Agency has adopted Rules Governing Participation by, and the Extension of Reasonable Preferences to, Property Owners and Tenants in Project Area No. 1, which extend reasonable preferences to property owners and tenants in the Project Area, to participate in the redevelopment of the Project Area. The power of eminent domain shall not be exercised except in compliance with the rules and procedures set forth therein, as amended from time to time.

Generally, personal property shall not be acquired. However, where necessary in the execution of the Redevelopment Plan, the Agency is authorized to acquire personal property in the Project Area by any lawful means.

Filed for recordation with the County Recorder of Contra Costa County by order of the City Council of the City of Antioch, California.

Dated: June 21, 2007.


City Clerk, City of Antioch

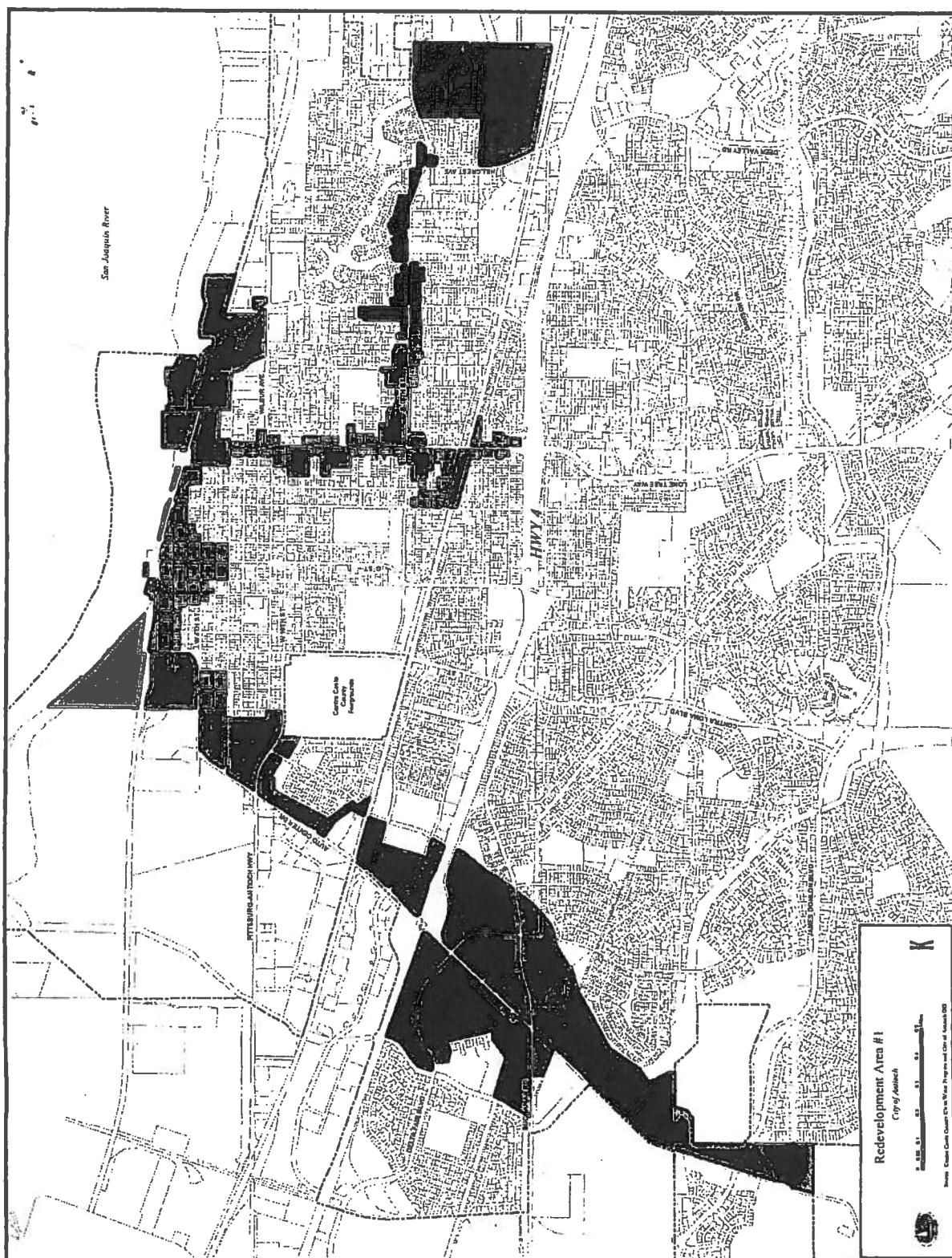
Attachment: Legal Description

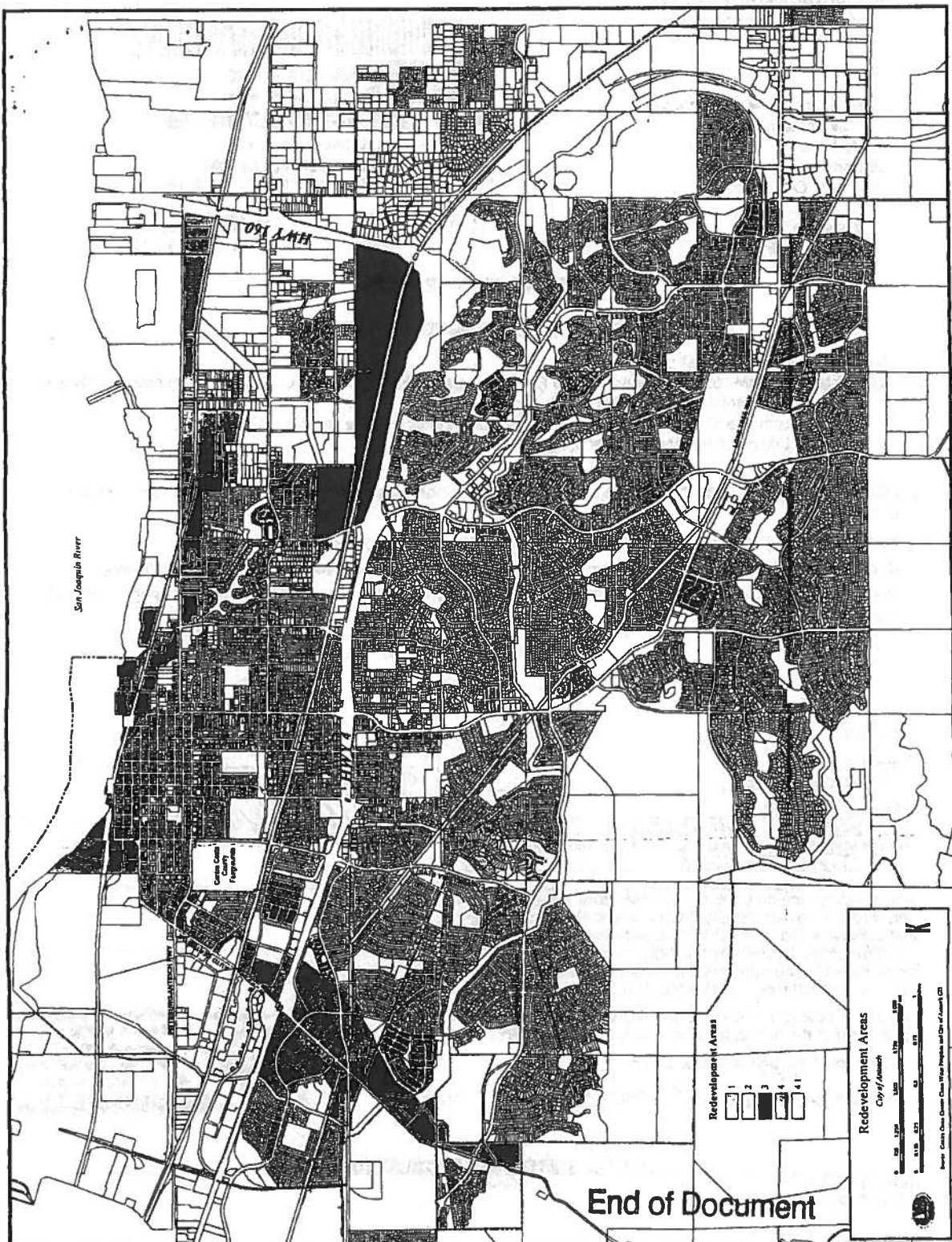
EXHIBIT A

LEGAL DESCRIPTION OF PROJECT AREA NO. 1

Exhibit A

1017001v1 21132/0001





5. Exception_06_20100008790

This instrument is filed for record by Fidelity National Title Company as an Accommodation only. It has not been examined as to its execution or as to its effect on the Title.

RECORDING REQUESTED BY:
Fidelity National Title Company

**When Recorded Mail Document
and Tax Statement To:**

Joe Martinez
590 Garland Way
Brentwood, CA 94513

253873

APN: 066-071-005



CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2010-0008790-00

Acct 4-Fidelity National Title
Friday, JAN 15, 2010 08:00:00
MOD \$3.00:REC \$7.00:FTC \$2.00
RED \$1.00:

Ttl Pd \$13.00

Nbr-0000369073
dar/R2/1-3

GRANT OF EASEMENT

FOR FIRE CLEARANCE PURPOSES

The undersigned grantor(s) declare(s)

Documentary transfer tax is \$0 pursuant to R&T code 11922 no transfer tax is due City Transfer Tax is \$

- [] computed on full value of property conveyed, or
[] computed on full value less value of liens or encumbrances remaining at time of sale,
[] Unincorporated Area City of Antioch,

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, City of Antioch, a Municipal Corporation

hereby GRANT(S) to Joseph Leonard Martinez, a married man as his sole and separate property

the following described real property in the City of Antioch, County of Contra Costa, State of California:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT A AND PLAT EXHIBIT B AND MADE A PART HEREOF BY THIS REFERENCE.

DATED:

State of California
County of Contra Costa

On 1/12/10 before me,
SHARON P. DANIELS Notary Public
(here insert name and title of the officer), personally appeared
Jim Jakel

City of Antioch, a Municipal Corporation

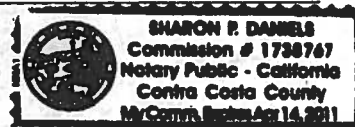
by: Jim Jakel, City Manager

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 Sharon P. Daniels (Seal)



MAIL TAX STATEMENTS AS DIRECTED ABOVE

FD-213 (Rev 12/07)
(grantor)(06-09)

GRANT DEED

EXHIBIT 'A'
LEGAL DESCRIPTION
OF
8.4 FOOT FIRE CLEARANCE EASEMENT

A STRIP OF LAND 8.4 FEET IN WIDTH TO BE USED AS A BUILDING SETBACK LIMIT AND FIRE CLEARANCE EASEMENT FOR THE BENEFIT OF ADJOINING PROPERTY BEING A PORTION OF THAT CERTAIN PARCEL OF LAND LOCATED IN THE CITY OF ANTIOCH, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA CONVEYED TO THE ANTIOCH DEVELOPMENT AGENCY BY ORDER OF CONDEMNATION FILED ON DECEMBER 15, 1980 AS DOCUMENT 1980-170186 IN BOOK 10129 AT PAGE 885 OF THE OFFICIAL RECORDS OF CONTRA COSTA COUNTY MORE PARTICULARLY DESCRIBED AS FOLLOWS:

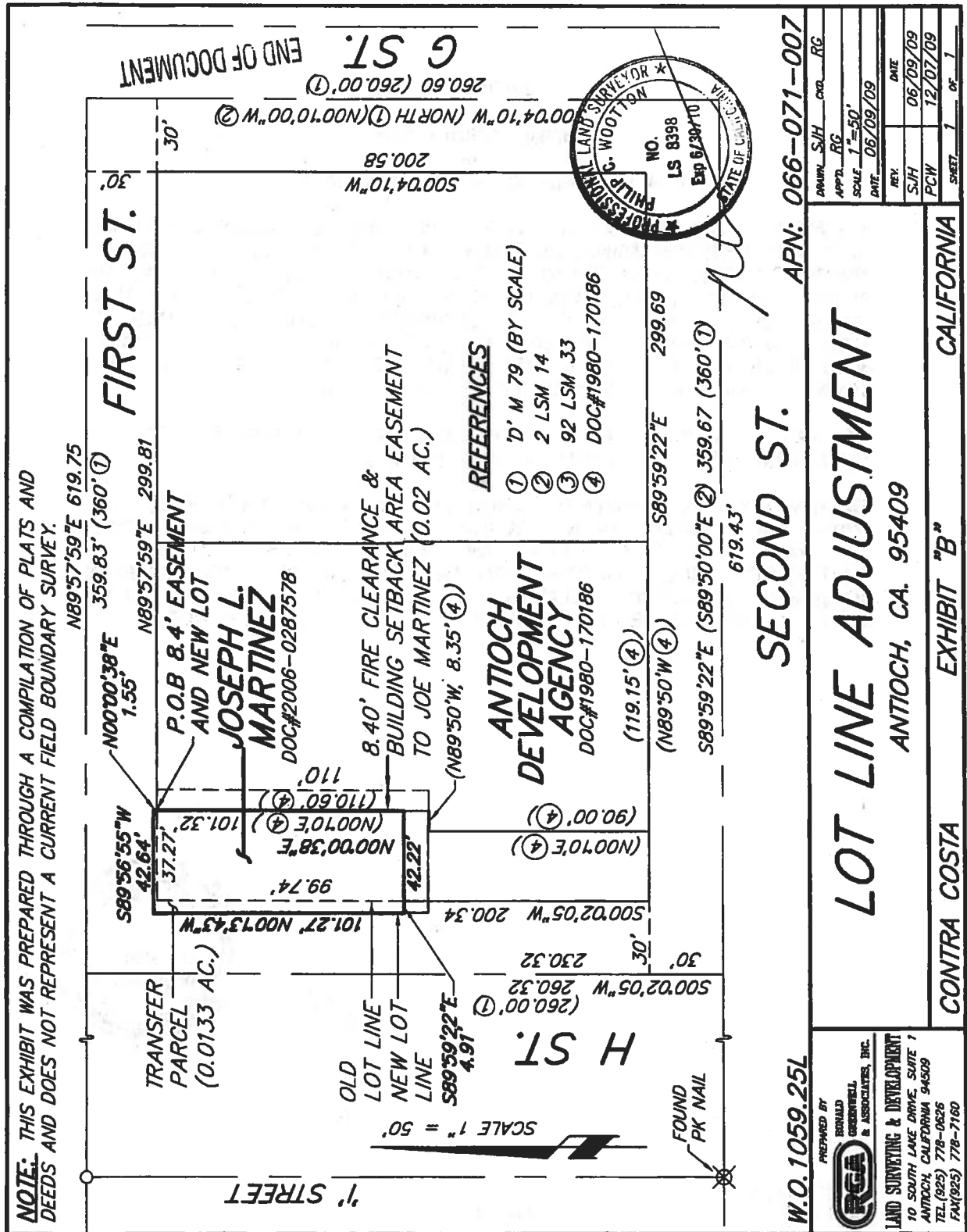
8.4 FEET EASTERLY, RIGHT ANGLE MEASURE, AND PARALLEL TO THE FOLLOWING DESCRIBED WESTERLY LINE THEREOF:

BEGINNING AT THE NORTHWEST CORNER OF THE SERVIENT TENEMENT (1980-170186) AND RUNNING THENCE; ALONG THE WEST LINE THEREOF, SOUTH 0°10' WEST 110 FEET TO A POINT WHICH LIES 10.00 FEET SOUTH OF THE SOUTHEAST CORNER OF THE PROPERTY OF MARTINEZ DESCRIBED IN DOCUMENT 2006-0287578 FILED IN THE OFFICIAL RECORDS OF CONTRA COSTA COUNTY, THE DESCRIBED EASEMENT CONTAINS 0.0213 ACRES.



w.o. 1059.25L
06-11-09

PAGE 1 OF 1




6. Exception_07_20110055724

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Antioch
City Hall
Third and H Streets
Antioch, California 94509
Attn: City Attorney

9



CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2011-0055724-00
Wednesday, MAR 16, 2011 09:58:10
FRE \$0.00
Ttl Pd \$0.00 Nbr-0000866184
rrc/R9/1-9

NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE SECTION 27383

066-071-005-4

GRANT DEED

For valuable consideration, the receipt of which is hereby acknowledged,

The Antioch Development Agency, a public body, corporate and politic, of the State of California (the "Grantor"); acting to carry out redevelopment purposes pursuant to the Community Redevelopment Law of the State of California, hereby grants to the City of Antioch, a municipal corporation (the "Grantee"), the real property (the "Property") described in Attachment No. 1 and Exhibit B attached hereto and incorporated in this Grant Deed by this reference.

1. The Property is located within the Antioch Community Redevelopment Project Area, (the "Project Area") and is subject to the Antioch Community Redevelopment Plan (the "Redevelopment Plan").

2. In accordance with the terms of the Conveyance Agreement between the Grantor and Grantee dated as of March 9, 2011 (the "Agreement"), the Grantee hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the Property in furtherance of the Redevelopment Plan.

3. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, 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 Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

In Deeds:

1096010953744.2

“(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, establish or permit any 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”

In Leases:

“(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee or any person claiming under or through the lessee, 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.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”

In Contracts:

“(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee 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 of the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

4. The covenant contained in Section 2 regarding the use of the Property shall remain in effect until the expiration of the effectiveness of the Redevelopment Plan. The covenants contained in Section 3 regarding non-discrimination shall remain in effect in perpetuity.

5. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, and any successor in interest to the Property 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. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties 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 property 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.

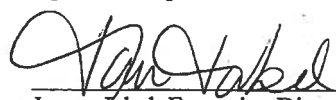
6. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the rights to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

7. This Grant Deed may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

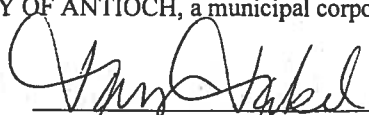
IN WITNESS WHEREOF, the parties hereto have executed this Grant Deed as of this 14th day of March 2011.

GRANTOR:

ANTIOCH DEVELOPMENT AGENCY, a public
body, corporate and politic

By: 
James Jakel, Executive Director

CITY OF ANTIOCH, a municipal corporation

By: 
James Jakel, City Manager

ATTACHMENT NO. 1
PROPERTY DESCRIPTION

That parcel of land in the City of Antioch County of Contra Costa, State of California, described as follows:

A parcel of land within Block 8 of the Town of Antioch, as the said Block 8 is shown upon the Official Map of the Town of Antioch, the said parcel being described in part by reference to a certain monument and other data shown upon a Licensed Surveyor's Map of a portion of the Town of Antioch, filed in the office of the County Recorder of Contra Costa County, California, on September 12, 1932 and recorded therein in Book 2 of Licensed Surveyor's Maps, at page 14, to which map reference is made herein in all mention of said monument and in the designation of all bearings; the said parcel of land being more particularly described as follows:

Beginning at a point in the northerly boundary of Second Street, which point bears north 89°50' west 181.50 feet from the hereinbefore mentioned monument, which is located in the center of "G" Street; thence from the said point of beginning, along the northerly line of Second Street, north 89°50' west, 119.15 feet to the southeast corner of property now or formerly of Bank of America National Trust and Savings Association; thence along the easterly line of the above last named property, north 0°10' east 90.00 feet; thence north 89°50' east, 8.35 feet; thence north 0°10' east, 110.60 feet to a point in the southerly boundary of First Street; thence along the street boundary south 89°50' east, 110.00 feet; thence south 0°10' west 100.30 feet to a point in the line that forms the southerly boundary of Lots "B" and "G" in Block 8 thence south 89°50' east, 0.80 feet; thence south 0°10' west 100.30 feet to the point of beginning.

As depicted on that certain Assessor's Map, a copy of which is attached hereto as EXHIBIT "B".

Exhibit "B"

~~BOUNDARY~~

A. T. & S. F. R. R.

RANCHO LOS MEDANOS

STREET

TOWN OF ANTIOCH

1-5

STREET

STREET

2ND

3 RD

ASSESSOR'S MAP
BOOK 66 PAGE 07
CONTRA COSTA COUNTY, CALIF.

071
072

00

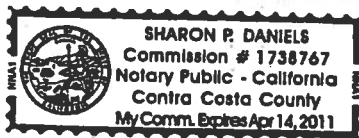
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James Jake, 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.



Sharon P. Daniels
Notary Public

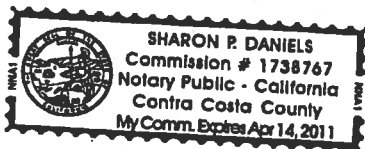
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James Jake, 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.




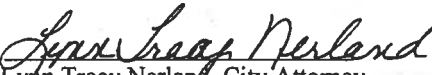
Sharon P. Daniels
Notary Public

CERTIFICATE OF ACCEPTANCE
(Pursuant to Government Code 27281)

This is to certify that the interest in real property conveyed by the Grant Deed from the Antioch Development Agency, dated March 14, 2011 to the City of Antioch, a municipal corporation (the "City"), is hereby accepted on March 14, 2011, by the undersigned officer or agent on behalf of the City pursuant to authority conferred by resolution of the City Council adopted on March 8, 2011, and the City Council consents to the recordation of said document in the Office of the Recorder of Contra Costa, State of California.

Dated: March 14, 2011

By: 
James Jakel, City Manager

By: 
Lynn Tracy Nerland, City Attorney

STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James Jake, 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.



Sharon P. Daniels
Notary Public

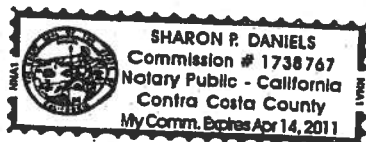
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared Lynn Tracy Denland, 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.



Sharon P. Daniels
Notary Public

END OF DOCUMENT

Property Detail

Contra Costa, CA GUS KRAMER, ASSESSOR

Parcel # (APN): **066-072-020-2**Use Description: **GOVERNMENT**

Parcel Status:

Owner Name: **CITY OF ANTIOCH**Mailing Address: **PO BOX 5007 ANTIOCH CA 94531-5007**Situation Address: **608 W 3RD ST ANTIOCH CA 94509-1278 C001**

Legal

Description: **TOWN ANTIOCH POR LOT 16 ALL 17,20 & 21 B****ASSESSMENT**Total Value: **\$85,632**Use Code: **79**

Zoning:

Land Value: **\$85,632**Tax Rate Area: **001144**Census Tract: **3050.00/3**

Impr Value:

Year Assd: **2011**

Improve Type:

Other Value:

Property Tax:

Price/SqFt:

% Improved

Delinquent Yr

Exempt Amt:

HO Exempt?: **N****SALES HISTORY**Sale 1Sale 2Sale 3TransferRecording Date: **03/16/2011****12/19/1980****03/02/1979****03/16/2011**Recorded Doc #: **55725****10137-940****9247-326****55725**

Recorded Doc Type:

Transfer Amount:

Sale 1 Seller (Grantor):

1st Trst Dd Amt:

Code1:

2nd Trst Dd Amt:

Code2:

PROPERTY CHARACTERISTICSLot Acres: **0.192**

Year Built:

Fireplace:

Lot SqFt: **8,400**

Effective Yr:

A/C:

Bldg/Liv Area:

Heating:

Units:

Total Rooms:

Pool:

Buildings:

Bedrooms:

Stories:

Baths (Full):

Park Type:

Style:

Baths (Half):

Spaces:

Construct:

Site Inflnce:

Quality:

Garage SqFt:

Building Class:

Timber Preserve:

Condition:

Ag Preserve:

Other Rooms:

066-072-020

CLTA Preliminary Report Form
(Rev. 11/06)

Order Number: 0714-3761886
Page Number: 1



First American Title

First American Title Company

191 Sand Creek Road, Suite 50
Brentwood, CA 94513

Escrow Officer: Stacey Barrack
Phone: (925)240-9901
Fax No.: (866)407-2081
E-Mail: sbarrack@firstam.com

E-Mail Loan Documents to: BrentwoodEDocs@firstam.com
Property: 608 West 3rd Street
Antioch, CA 94509

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

First American Title

Dated as of May 19, 2011 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

To Be Determined

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

CITY OF ANTIOCH, A MUNICIPAL CORPORATION

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A fee.

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2011-2012, a lien not yet due or payable.
2. General and special taxes and assessments for the fiscal year 2010-2011 are exempt.
3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
4. The fact that the land lies within the boundaries of the Antioch Redevelopment Project Area No. 1, as disclosed by the document recorded August 1, 1975 as Instrument No. 75-69311 in Book 7581, Page 986 of Official Records.

Document(s) declaring modifications thereof recorded November 1, 1999 as Instrument No. 1999-289937 of Official Records.

Document(s) declaring modifications thereof recorded July 3, 2007 as Instrument No. 2007-192911 of Official Records.

5. Covenants, conditions, restrictions and easements in the document recorded March 16, 2011 as Instrument No. 2011-0055725-00 of Official Records, but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, sexual orientation, marital status, ancestry, disability, handicap, familial status, national origin or source of income (as defined in California Government Code §12955(p)), to the extent such covenants, conditions or restrictions violate 42 U.S.C. §3604(c) or California Government Code §12955. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.
6. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/ACSM survey.
7. Rights of parties in possession.

Prior to the issuance of any policy of title insurance, the Company will require:

8. An ALTA/ACSM survey of recent date which complies with the current minimum standard detail requirements for ALTA/ACSM land title surveys.

INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. According to the latest available equalized assessment roll in the office of the county tax assessor, there is located on the land a(n) Commercial Structure known as 608 West 3rd Street, Antioch, California, 94509.
2. According to the public records, there has been no conveyance of the land within a period of twenty four months prior to the date of this report, except as follows:

A document recorded March 16, 2011 as Instrument No. 2011-0055725-00 of Official Records.

From: The Antioch Development Agency, a public body, corporate and politic,
of the State of California

To: City of Antioch, a municipal corporation

3. We find no open deeds of trust. Escrow please confirm before closing.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

WIRING INSTRUCTIONS

PAYABLE TO: FIRST AMERICAN TITLE COMPANY
BANK: First American Trust, FSB
ADDRESS: 5 First American Way, Santa Ana, CA 92707
ACCOUNT NO: 3004780000
ROUTING NUMBER: 122241255

PLEASE REFERENCE THE FOLLOWING:

CUSTOMER NAME:

FILE NUMBER: 0714-3761886 (SB)
ATTENTION: STACEY BARRACK

PLEASE USE THE ABOVE INFORMATION WHEN WIRING FUNDS TO **FIRST AMERICAN TITLE COMPANY**. FUNDS MUST BE WIRED FROM A UNITED STATES BANK. PLEASE NOTIFY STACEY BARRACK AT (925)240-9901 OR sbarrack@firstam.com WHEN YOU HAVE TRANSMITTED YOUR WIRE. FAX NUMBER: (866)407-2081

FIRST AMERICAN TRUST CONTACT INFO: Banking Services 1-877-600-9473

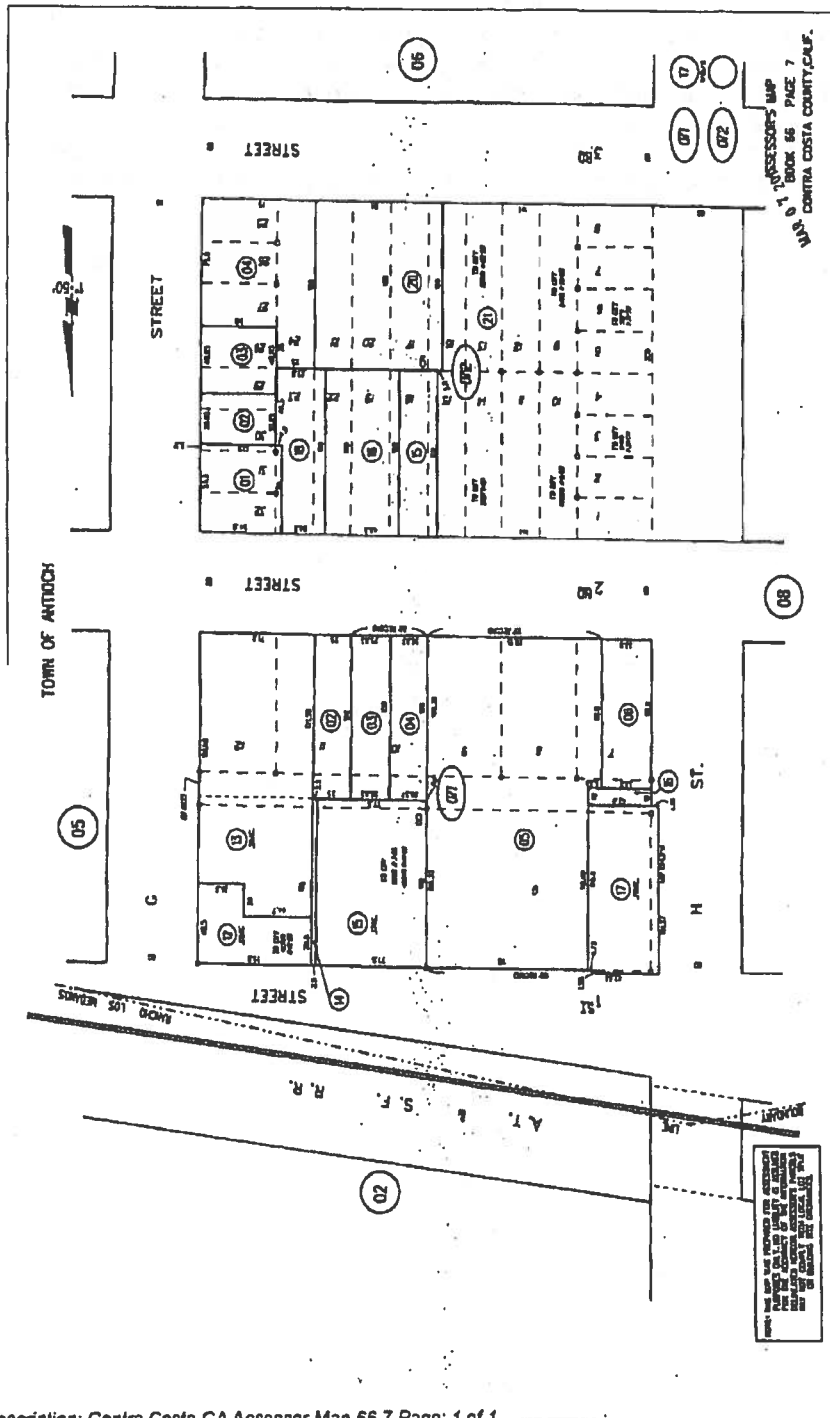
**ALL WIRES WILL BE RETURNED IF THE FILE NUMBER
AND/OR NAME(S) ARE NOT INCLUDED**

LEGAL DESCRIPTION

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

LOTS 17, 20 AND 21, AND ALL THAT PORTION OF LOT 16, IN BLOCK 9 PER MAP OF THE TOWN OF ANTIOCH, LESS THE WESTERLY 16 FEET (FRONT AND REAR MEASUREMENTS) OF LOT 16, AS CONVEYED TO THE CITY OF ANTIOCH BY DEED DATED NOVEMBER 4, 1958 RECORDED NOVEMBER 20, 1958, IN VOLUME 3268 OFFICIAL RECORDS, PAGE 22, RECORDER'S OFFICE OF CONTRA COSTA COUNTY.

APN: 066-072-020



Description: Contra Costa, CA Assessor Map 66.7 Page: 1 of 1
Order: coco Comment:

NOTICE

First American Title

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

If you have any questions about the effect of this new law, please contact your local First American Office for more details.

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
 (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 (c) resulting in no loss or damage to the insured claimant;
 (d) attaching or created subsequent to Date of Policy; or
 (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

**3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant, (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an Insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

**5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy; (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the Insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy); or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992 EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance

- resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
 3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
 4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

10. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY - 1987 EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

* land use	* land division
* improvements on the land	* environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
 - * a notice of exercising the right appears in the public records on the Policy Date
 - * the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.
3. Title Risks:
 - * that are created, allowed, or agreed to by you
 - * that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
 - * that result in no loss to you
 - * that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - * to any land outside the area specifically described and referred to in Item 3 of Schedule A, or
 - * in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

11. EAGLE PROTECTION OWNER'S POLICY**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 2008
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 2008**

Covered Risks 16 (Subdivision Law Violation), 18 (Building Permit), 19 (Zoning) and 21 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building
 - b. zoning
 - c. land use
 - d. improvements on the land
 - e. land division
 - f. environmental protection
 This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.
 This Exclusion does not limit the coverage described in Covered Risk 11 or 21

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

12. THIRD GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (1/01/08)**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions, or location of any improvement erected on the Land; (iii) the subdivision of land; or (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing business laws of the state where the Land is situated.
 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
 6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
 8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

13. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006 EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

14. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 13 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

15. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006 EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

16. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 15 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.



First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Parcel Details

APN	065072020
Site Address Number	603
Site Street Name	3RD W
Site Street Suffix	STREET
Site City	ANTIOCH
Site Zip Code	94509
Site Zip Code Extension	1278
Supervisor District	5
Site Description	TOWN ANTIOCH POR LOT 16 ALL 17,20 & 21 BLK 9
Existing Land Use	government owned
Existing Land Use Category	Institutional
Assessed Land Value	84,993
Assessed Improvement Value	0
Personal Property	0
Property Statement Improvements	0
Lot Size	8,400
Deed Reference	10137 940
Transfer Date	12/19/1980
Public Sale Price	0
Total Assessed Value	84,993

Tax Rate Area Information

Tax Rate Area	01144
TRA Region	Antioch

Parcel Exemption Information

No results returned

Building Information

Year Built	0
Total Living Area	0
Pool	N

Notification Address Information

Owner Address	PO BOX 130
Owner City and State	ANTIOCH CA
Owner Zip Code	94509
Owner Zip Code Extension	0504

**FAST SEARCH, FSA,
1001**

CONTRA COSTA, CA

05/20/2011 08:48PM R644

PAGE 1 OF 1

**CONTRA COSTA 2010-
11 TAX ROLL**

**ORDER SEARCH
RESULTS**

ORDER: 3761886

TOF: 55

**PAYMENTS AS OF
05/13/2011
SEARCH PARAMETERS**

ENTERED 066-072-020-2

APN:

APN: 066-072-020-2

TRA: 01-144 - CITY OF ANTIOCH

ACQ DATE: 12/19/1980

**DOC#: 10137-
940**

LEGAL: TOWN ANTIOCH POR LOT 16 ALL 17,20 & 21 BLK 9

LT: 00004 BLK: BK: A0066 PG: 0083

LT: 00020 BLK: BK: A0066 PG: 0072

SITUS: 608 W 3RD ST

MAIL: PO BOX 130 ANTIOCH CA 94509

ASSESSED OWNER(S)

2010-11 ASSESSED VALUES

ANTIOCH DEVELOPMENT AGENCY	LAND	84,993
	IMPROVEMENTS	0
	TAXABLE	84,993

2010-11 TAXES

1ST INST

2ND INST

TOTAL TAX

STATUS	**CANCELLED**	**CANCELLED**	
INSTALLMENT	.00	.00	.00
PENALTY	.00	.00	.00
BALANCE DUE	.00	.00	.00

WARNINGS AND/OR COMMENTS

**** NO BONDS OR PRIOR YEAR DELQ TAXES ****

ADDITIONAL PROPERTY INFORMATION

TAX RATE: 0.0000% USE CODE: 79-3

**APN: 066-072-020-2-
01**

TRA: 01-144 - CITY OF ANTIOCH

SITUS: 608 W 3RD ST

MAIL: PO BOX 130 ANTIOCH CA 94509

FOR 2010-11 TAX YEAR

***** CORRECTED BILL *****

ASSESSED OWNER(S)

2010-11 ASSESSED VALUES

ANTIOCH DEVELOPMENT AGENCY	LAND	84,993
	IMPROVEMENTS	0
	TAXABLE	84,993

2010-11 TAXES

1ST INST

2ND INST

TOTAL TAX

STATUS	NO TAX DUE	NO TAX DUE	
INSTALLMENT	.00	.00	.00
PENALTY	.00	.00	.00
BALANCE DUE	.00	.00	.00

ADDITIONAL PROPERTY INFORMATION

TAX RATE: 0.0000% USE CODE:

END OF SEARCH

Property Documents

FASTSearch ®

Order Number: 2170173F

Title Officer: 55

Requesting Site: Sacramento Title

Destination Site: Sacramento Title

County: CONTRA COSTA

APN: 066-072-020

Date/Time Submitted: May 20, 2011 08:46 PM

Date/Time Printed: May 20, 2011 08:51 PM

Documents for this order:

DATATREE Documents

Document Retrieval Parameters:

Minimum documents retrieved: 10
Maximum documents retrieved: 25
Maximum pages per document retrieved: 35
Document service timeout interval (mins): 150

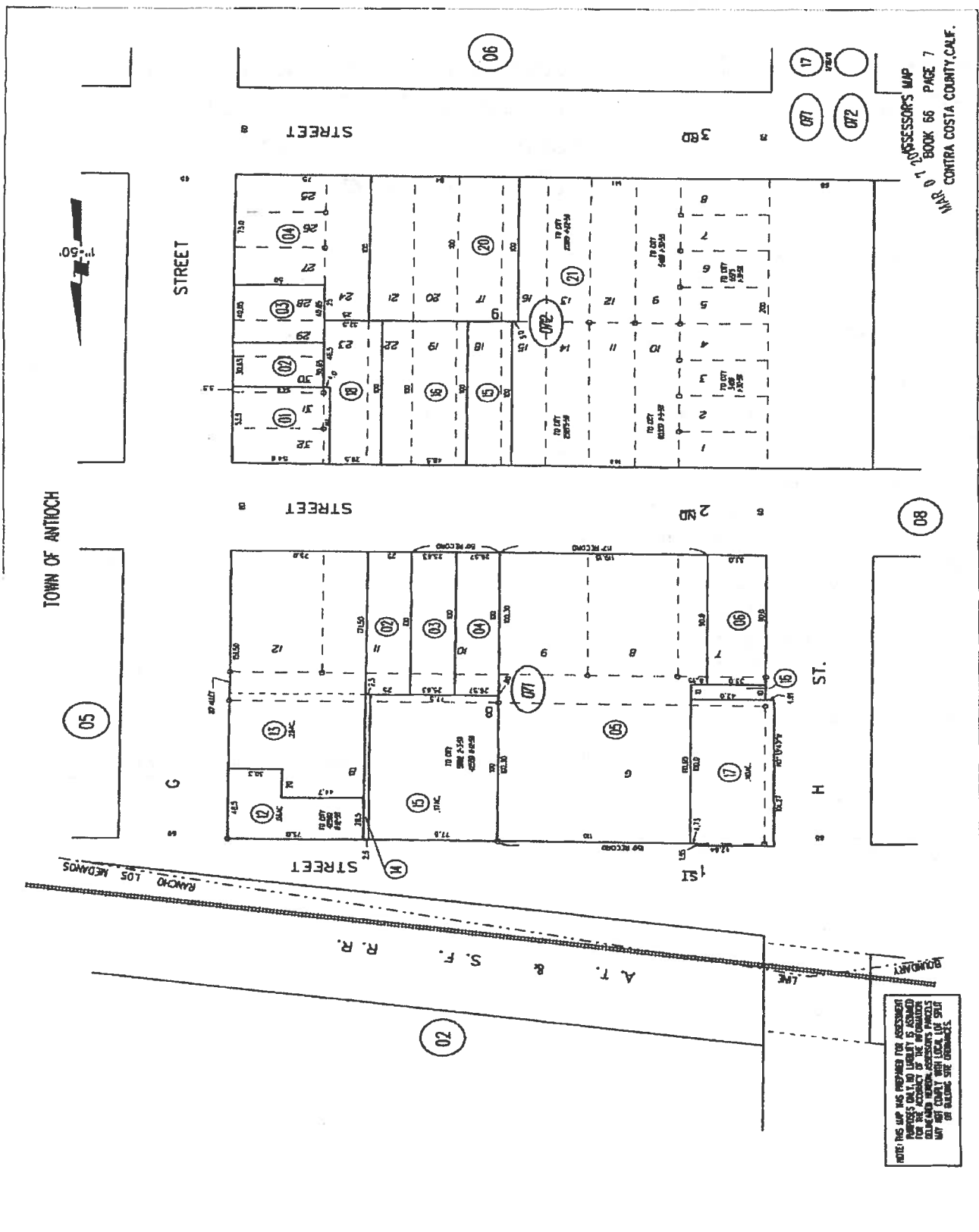
<u>DOCUMENT</u>	<u>PAGES</u>	<u>STATUS</u>
1. MAP : CA;CC;ABP;066.7	1	
2. MAP : CA;CC;ABP;066.8	1	
3. DD : CA;CC;DYI;2011.55725	10	
4. DD : CA;CC;DYI;2011.55725	0	DUPLICATE

WEBDOCS Documents

<u>DOCUMENT</u>	<u>PAGES</u>	<u>STATUS</u>
5. Assessor WebMap	1	

*** END DOCUMENT RETRIEVAL COVER PAGE ***

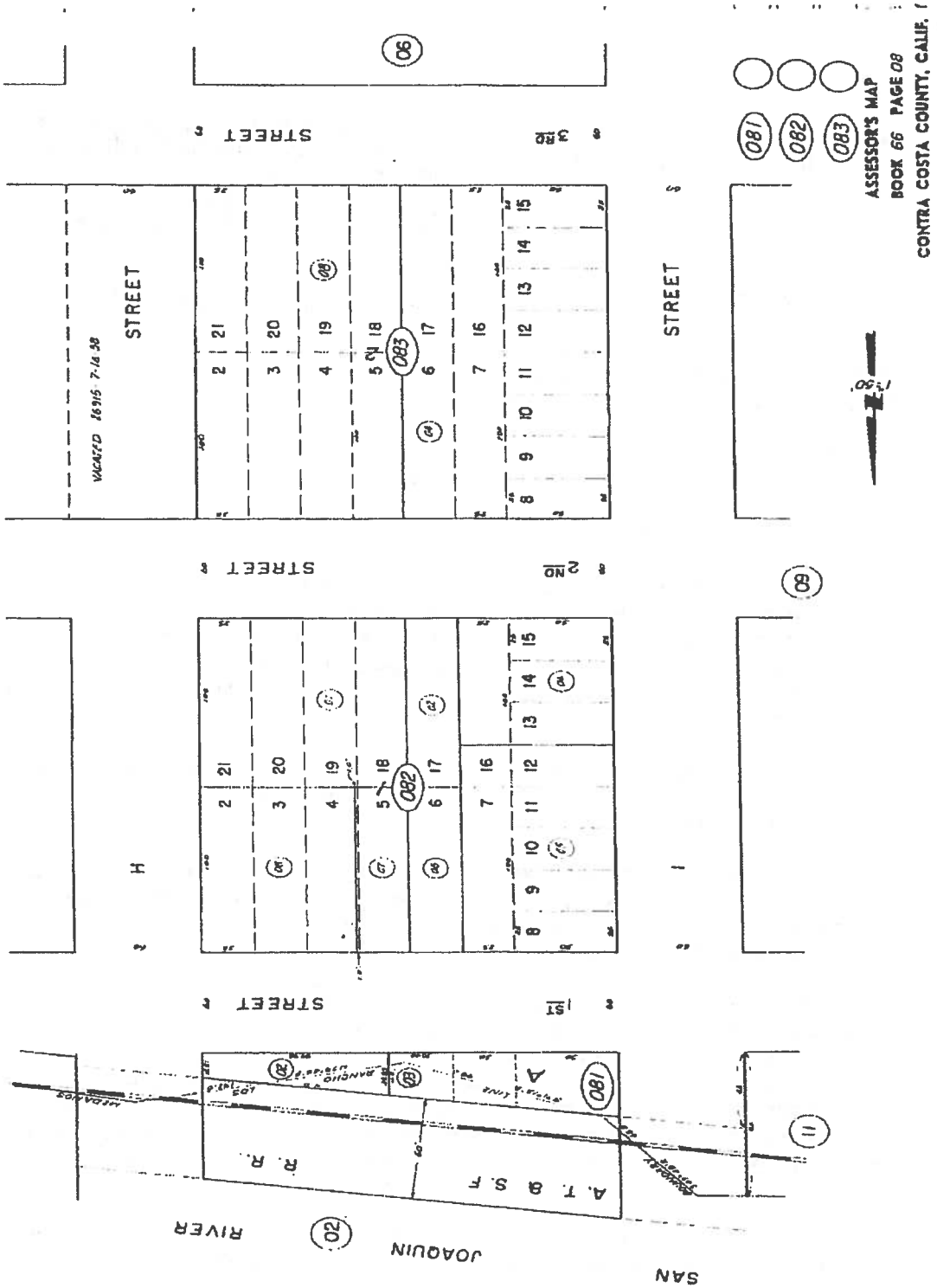
This map may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability of loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.



This map may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability of loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

TAX CODE AREA


TOWN OF ANTIOCH
RANCHO LOS MEDANOS



RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Antioch
City Hall
Third and H Streets
Antioch, California 94509
Attn: City Attorney

10



CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2011-0055725-00
Wednesday, MAR 16, 2011 09:58:16
FRE \$0.00
Ttl Pd \$0.00 Nbr-0000866185
rrc/RS/1-10

NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE SECTION 27383

066-072-020-2

GRANT DEED

For valuable consideration, the receipt of which is hereby acknowledged,

The Antioch Development Agency, a public body, corporate and politic, of the State of California (the "Grantor"), acting to carry out redevelopment purposes pursuant to the Community Redevelopment Law of the State of California, hereby grants to the City of Antioch, a municipal corporation (the "Grantee"), the real property (the "Property") described in Attachment No. 1 and Exhibits B and C attached hereto and incorporated in this Grant Deed by this reference.

1. The Property is located within the Antioch Community Redevelopment Project Area, (the "Project Area") and is subject to the Antioch Community Redevelopment Plan (the "Redevelopment Plan").

2. In accordance with the terms of the Conveyance Agreement between the Grantor and Grantee dated as of March 9, 2011 (the "Agreement"), the Grantee hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the Property in furtherance of the Redevelopment Plan.

3. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, 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 Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

10961011953744.2

In Deeds:

"(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, establish or permit any 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Leases:

"(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee or any person claiming under or through the lessee, 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.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Contracts:

"(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee 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 of the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

4. The covenant contained in Section 2 regarding the use of the Property shall remain in effect until the expiration of the effectiveness of the Redevelopment Plan. The covenants contained in Section 3 regarding non-discrimination shall remain in effect in perpetuity.

5. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, and any successor in interest to the Property 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. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties 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 property 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.

6. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the rights to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and


not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

7. This Grant Deed may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Deed as of this 14th day of March 2011.

GRANTOR:

ANTIOCH DEVELOPMENT AGENCY, a public body, corporate and politic

By: 
James Jakel, Executive Director

CITY OF ANTIOCH, a municipal corporation

By: 
James Jakel, City Manager

ATTACHMENT NO. 1
PROPERTY DESCRIPTION

Parcel 1: Lots 17, 20 and 21, and all that portion of Lot 16, in Block 9, per Map of the Town of Antioch, less the westerly 16 feet (front and rear measurements) of Lot 16, as conveyed to the City of Antioch by deed dated 11-4-58, recorded 11-20-58, in Volume 3268 Official Records, page 22, Recorder's Office of Contra Costa County.

As depicted on that certain Assessor's Map, a copy of which is attached hereto as EXHIBIT "A", commonly known as 606-610 Third Street, Antioch, California.

Parcel 2: Lots 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17 in Block 2 of the Town of Antioch, as per maps thereof on file in the office of the Recorder of the County of Contra Costa, State of California.

As depicted on that certain Assessor's Map, a copy of which is attached hereto as EXHIBIT "B", commonly known as 714-720 Third Street, and the southeast corner of Second and "I" Streets, Antioch, California.

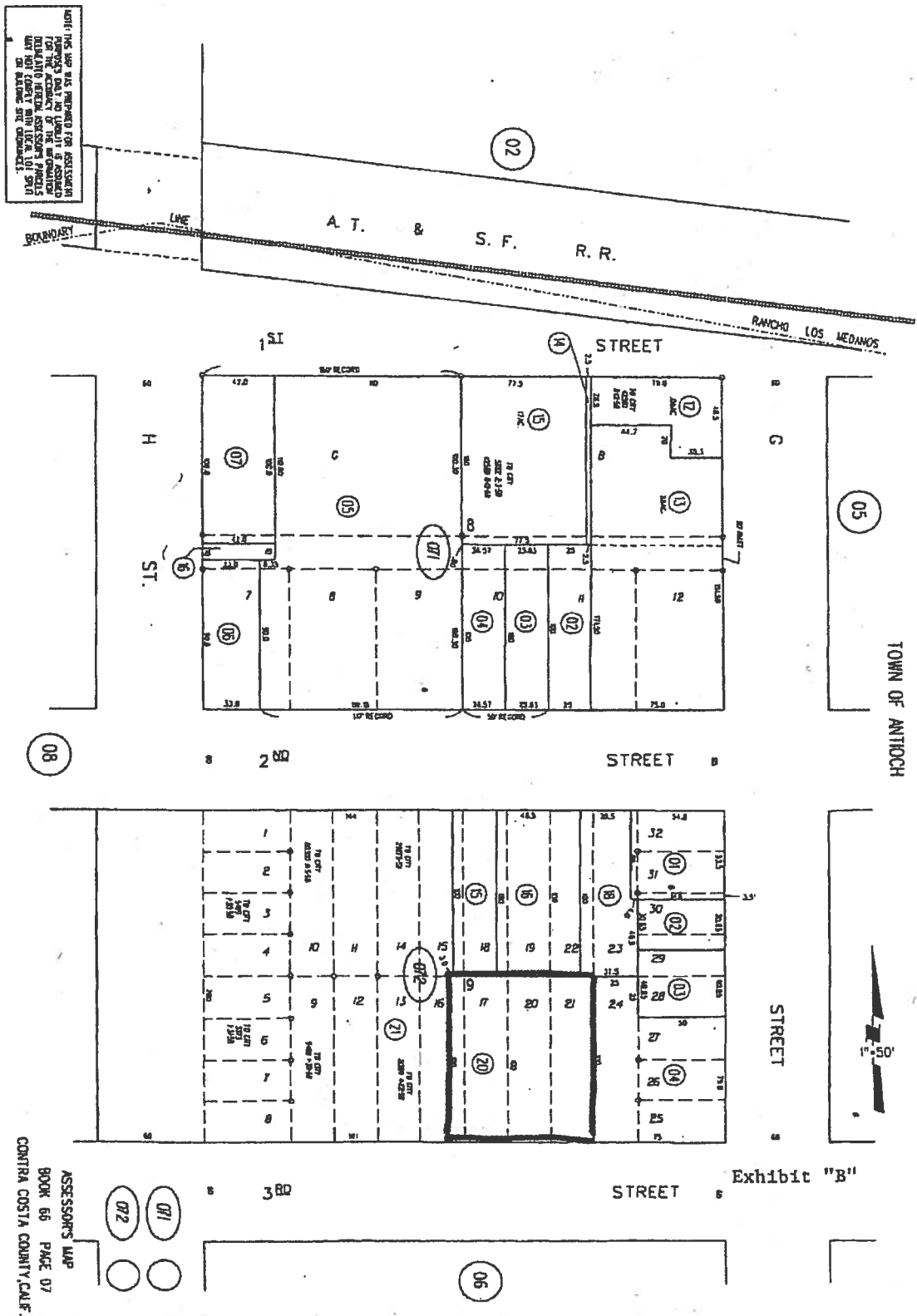
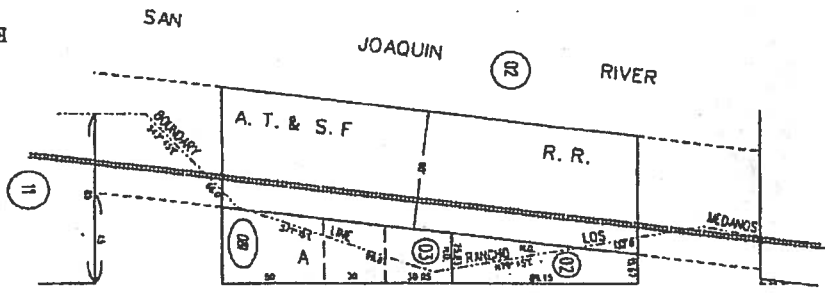
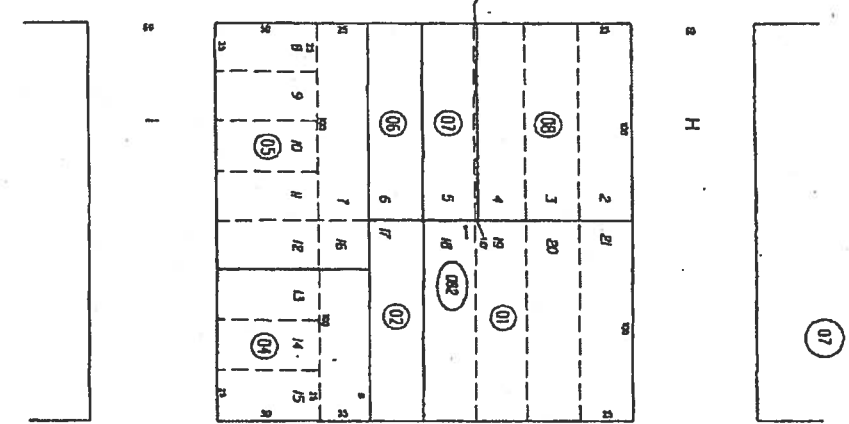


Exhibit "C"

NOTE: THE MAP HAS BEEN REPRODUCED FOR THE ASSASSIN
FROM THE RECORDS OF THE ASSASSIN
FOR THE COUNTY OF THE ASSASSIN
BEING THE RECORD ASSASSIN'S MAPS
AND FOR COUNTY OF THE ASSASSIN
AS SHOWN IN THE RECORDS.

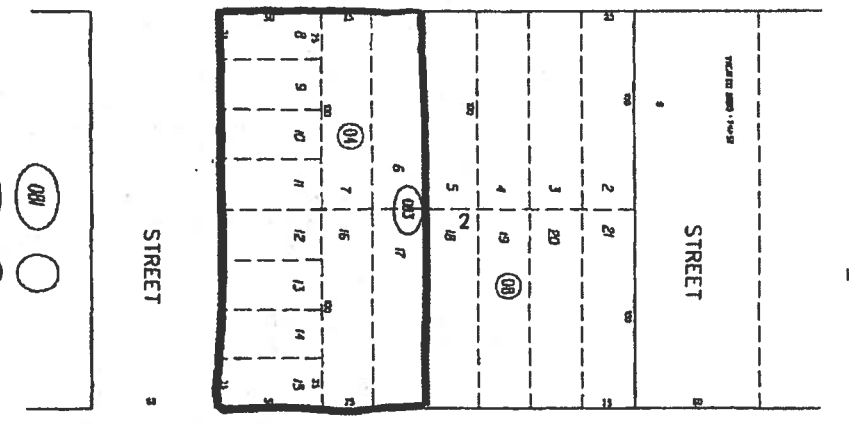


1ST STREET



TOWN OF ANTIOCH
RANCHO LOS MEDANOS

2ND STREET



3RD STREET

081
082
083

ASSESSOR'S MAP
BOOK 66 PAGE 08
CONTRA COSTA COUNTY, CALIF.

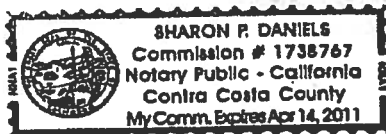
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James J. Kel, 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.



Sharon P. Daniels
Notary Public

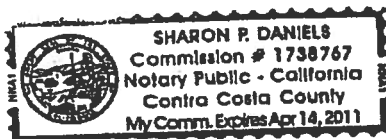
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James J. Kel, 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.



Sharon P. Daniels
Notary Public

CERTIFICATE OF ACCEPTANCE
(Pursuant to Government Code 27281)

This is to certify that the interest in real property conveyed by the Grant Deed from the Antioch Development Agency, dated March 14, 2011 to the City of Antioch, a municipal corporation (the "City"), is hereby accepted on March 14, 2011, by the undersigned officer or agent on behalf of the City pursuant to authority conferred by resolution of the City Council adopted on March 8, 2011, and the City Council consents to the recordation of said document in the Office of the Recorder of Contra Costa, State of California.

Dated: March 14, 2011

By:


James Jakel, City Manager

By:


Lynn Tracy Nerland, City Attorney

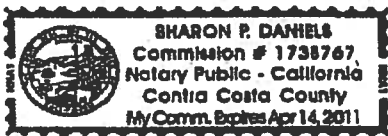
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James Jake, 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.



Sharon P. Daniels
Notary Public

STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared Lynn Tracy Alexander, 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.

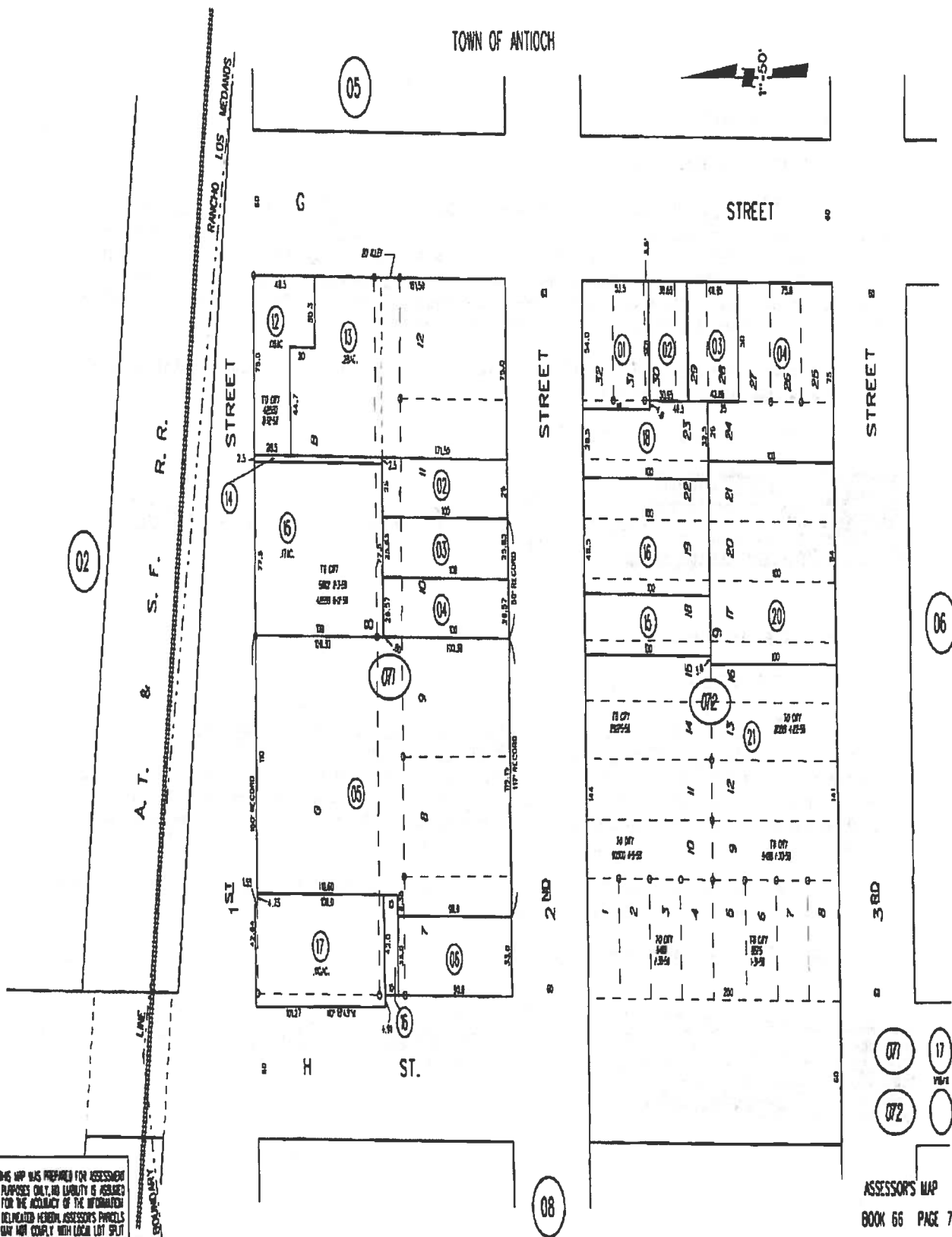


Sharon P. Daniels
Notary Public

END OF DOCUMENT

109601953744.2

NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DELINEATED HEREON. ASSESSOR'S PARCELS MAY NOT CORRELATE WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.



ASSESSOR'S MAP
BOOK 66 PAGE 7
CONTRA COSTA COUNTY, CALIF.

General Documents

FASTSearch®

Order Number: 2170173F

Title Officer: 55

Requesting Site: Sacramento Title

Destination Site: Sacramento Title

County: CONTRA COSTA

APN: 066-072-020

Date/Time Submitted: May 20, 2011 08:46 PM

Date/Time Printed: May 20, 2011 08:52 PM

Documents for this order:

DATATREE Documents

Document Retrieval Parameters:

Minimum documents retrieved:	0
Maximum documents retrieved:	10
Maximum pages per document retrieved:	35
Document service timeout interval (mins):	150

DOCUMENT

PAGES

STATUS

*** END DOCUMENT RETRIEVAL COVER PAGE ***

AUG - 1 1975

7581 1 986

69311

RECORDED AT REQUEST OF
City of Antioch

AUG - 1 1975

AT 4:30 O'CLOCK P. M.
CONTRA COSTA COUNTY RECORDS
J. R. OLSSON
COUNTY RECORDER
FEE 0.00

NOTICE

PLEASE TAKE NOTICE THAT THE CITY OF ANTIOCH AND THE ANTIOCH DEVELOPMENT AGENCY HAVE INSTITUTED PROCEEDINGS PURSUANT TO THE CALIFORNIA REDEVELOPMENT LAW (SECTION 33000 ET SEQ. OF THE HEALTH & SAFETY CODE) FOR THE REDEVELOPMENT OF THE ANTIOCH DEVELOPMENT AGENCY PROJECT AREA. SAID PROJECT AREA IS MORE PARTICULARLY DESCRIBED IN THE EXHIBIT MARKED EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

ATTEST:

SEAL AFFIXED

Dorothy P. Marks
Dorothy P. Marks, Secretary
Antioch Development Agency

EXHIBIT "A"

PROJECT AREA
BOUNDARY DESCRIPTION

BOOK 7581 PL 987

Beginning at the most northerly boundary corner of the City of Antioch; thence generally south along the West boundary to a point on the north line of State Highway 4 and its intersection with the east line of the Los Medanos Wasteway; thence southerly along said east line to the south line of Delta Fair Boulevard; thence easterly along said south line to the northwest corner of Parcel 74-123-04; thence southerly and easterly along the west and south boundaries of said parcel to the west line of Fairview Drive; thence southerly along said west line to the north line of Parcel 74-123-05; thence westerly along said north line to the north line of a 100 foot East Bay Municipal Utility District right-of-way; thence westerly along said north line to the east line of said Los Medanos Wasteway; thence southerly along said east line to the south line of Buchanan Road; thence easterly along said south line to the northwest corner of Parcel 75-010-07; thence southerly and easterly along south and west boundaries of said parcel to the center line of Somersville Road; thence southerly along said center line to a point on the southwest line of the Contra Costa Canal; said point being on the boundary of the City of Antioch; thence southerly, easterly, and northerly along said boundary to said southwest line of the Contra Costa Canal; thence northerly along said southwest line to the east line of Markley Creek; thence northeasterly along said east line to the west line of Parcel 76-030-068; thence southerly, easterly, and northerly along the west, south, and east boundary lines of said parcel to the east line of Markley Creek; thence northeasterly along said east line to the north line of Mahogany Way; thence westerly along said north line to the southwest corner of Parcel 74-370-008; thence northerly along the west line of said parcel to the south line of Sycamore Drive; thence easterly along said south line to the northeast corner of said Parcel 74-370-008; thence northerly across Sycamore Drive and along the east boundary of Parcel 74-370-004 to the south line of the Southern Pacific Railroad; thence easterly along the Southern Pacific Railroad to a point which is south of the southwest corner of Parcel 74-321-002; thence northwesterly along the south line of Fairview Terrace subdivision to the southeast corner of Parcel 74-180-003; thence along the southeast boundary of said parcel to the north line of West 18th Street; thence along said north line to the southeast corner of Parcel 74-171-003; thence along the west line of the Fairview Terrace subdivision to a point on the south line of Parcel 74-160-001; thence easterly along the north line of Parcel 74-160-008 and Parcel 74-334-027 to the northeast corner of said Parcel 74-334-027; thence north along the east line of Parcel 74-334-026 and Parcel 74-334-015 to the south line of 10th Street; thence easterly along the south line of 10th Street to the west line of Parcel 67-021-001; thence southerly and easterly along the boundary of said parcel and Parcel 67-021-002 and across "L" Street to the east line; thence south to the southwest corner of Parcel 67-022-002; thence easterly along the north line of Loma Lane to the east line of "H" Street; thence northerly to the northwest corner of Parcel 67-050-016; thence easterly to the east line of "G" Street; thence southerly to the southwest corner of Parcel 67-060-001; thence easterly and northerly along said boundary to the south line of 10th Street; thence westerly to a point which is south of the

3/19/75

BOOK 7581 PAGE 987 - A

southeast corner of Parcel 66-207-014; thence northerly along the east line of Parcels 66-207-014 and 66-207-008 to the south line of 9th Street; thence west to the east line of "G" Street; thence northerly to the northwest corner of Parcel 66-203-014; thence westerly to the west line of "H" Street; thence southerly to the southeast corner of Parcel 66-205-008; thence westerly to the southeast corner of Parcel 66-217-007; thence along the boundary of said parcel northerly and westerly to the west line of "L" Street; thence southerly to the north line of 10th Street; thence westerly to the west line of "O" Street; thence northerly along "O" Street to the northeast corner of Parcel 74-130-043; thence westerly 150 feet; thence northerly to the south line of 6th Street; thence east to the east line of "M" Street; thence north to the south line of 4th Street; thence east to the east line of "L" Street; thence north to the northwest corner of Parcel 66-103-008; thence easterly to the southwest corner of Parcel 66-092-012; thence southerly to the south line of 3rd Street; thence easterly to the northeast corner of Parcel 66-107-009; thence south to the south line of Fourth Street; thence east to the northeast corner of Parcel 66-133-010; thence south to the southeast corner thereof; thence easterly to the east line of "I" Street to the west line of Parcel 66-141-006; thence southerly, easterly, and northerly along the west, south, and east boundary of said parcel to the northwest corner of parcel 66-141-005; thence easterly to the west line of "H" Street; thence southerly to the south line of 6th Street; thence easterly to the east line of "F" Street; thence northerly to the south line of 4th Street; thence easterly to the northeast corner of Parcel 66-144-009; thence northerly to the northwest corner of Parcel 66-057-004; thence easterly and along the north lines of Parcels 66-057-004, 66-057-003, 66-057-002, and 66-057-001 to the east line of "E" Street; thence northerly to the south line of 3rd Street; thence east to the west line of "C" Street; thence southerly to the south line of 4th Street; thence easterly to the west line of "B" Street; thence southerly to the south line of 6th Street; thence easterly to the northeast corner of Parcel 66-161-013; thence southerly to the north line of 8th Street; thence westerly to the southwest corner of Parcel 66-163-003; thence southerly to the north line of 9th Street; thence westerly to the west line of "B" Street; thence southerly to the north line of 10th Street; thence westerly to the southwest corner of Parcel 66-189-003; thence southerly and easterly along the boundary of Parcel 67-092-001 to the northeast corner of Parcel 67-092-003; thence southerly to the southeast corner of Parcel 67-093-016; thence westerly, southerly, and easterly along the north, west, and south boundary lines of Parcel 67-093-019 to the northwest corner of Parcel 67-102-067; thence southerly to the southwest corner of Parcel 67-102-052; thence easterly to the northeast corner of Parcel 67-102-007; thence southerly to the south side of 15th Street; thence easterly to the northeast corner of Parcel 67-103-026; thence southerly to the southeast corner thereof; thence southerly, easterly, southerly, and westerly along the eastern boundary lines of Parcel 67-103-017 to the northwest corner of Parcel 67-103-018; thence southerly to the south line of 17th Street; thence west and south along the boundary of Parcel 67-243-030 to the southwest corner thereof; thence westerly to the northwest corner of Parcel 67-243-006; thence southerly to the south line of 16th Street; thence westerly to the northwest corner of Parcel 67-246-008; thence southerly to the southwest corner thereof; thence westerly to the northeast corner of Parcel 67-262-002; thence southerly

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to the north line of 19th Street; thence westerly to the southwest corner of Parcel 67-261-004; thence northerly to the northwest corner thereof; thence westerly to the east line of "B" Street; thence southerly to the north line of 20th Street; thence easterly to the east line of "C" Street; thence northerly to the northwest corner of Parcel 67-263-004; thence easterly to the northeast corner of Parcel 67-263-001; thence southerly to the northwest corner of Parcel 67-251-010; thence easterly to the northeast corner of Parcel 67-251-009; thence southerly to the south line of 20th Street; thence easterly to the northeast corner of Parcel 67-252-007; thence southerly to the southeast corner thereof; thence westerly to the southwest corner of Parcel 67-252-001; thence northerly to the southeast corner of Parcel 67-266-007; thence westerly to the east line of "C" Street; thence north to the south line of 20th Street; thence westerly to the east line of "D" Street; thence southerly to the south line of Parcel 67-277-002; thence southeast to the northeast corner of Parcel 67-274-005; thence southerly to the south line of West Madison Street; thence easterly to the northwest corner of Parcel 67-275-023; thence southerly to the south line of Rossi Avenue; thence west, south, and east along the boundary line of Parcel 67-282-029 to the northwest corner of Parcel 67-282-026; thence southerly to the south line of Texas Street; thence easterly to the west line of "A" Street; thence southerly to the north line of Drive Street; thence easterly to the southeast corner of Parcel 68-142-013; thence westerly and northerly along the boundary of subdivision Sunset Gardens to the south line of Brian Ave; thence easterly to the point south of the southeast corner of Parcel 68-132-036; thence northerly to the northeast corner of said parcel; thence easterly, northerly, and westerly along the boundary of Parcel 68-132-033 to the southeast corner of Parcel 68-132-037; thence northerly to the northeast corner of Parcel 68-131-037; thence easterly and northerly along the south and east boundary of Parcel 68-131-031, to the south line of Southern Pacific Railroad; thence along said south line northwesterly to the east line of "A" Street; thence northerly to the south line of 19th Street; thence easterly to the point which is south of the southeast corner of Parcel 68-011-034; thence northerly along the east boundary lines of Parcels 68-011-034 and 68-011-001 to the south line of E. 18th Street; thence easterly to the west line of Evergreen Avenue; thence southerly to the point which is west of the southwest corner of Parcel 68-017-010; thence easterly to the southeast corner thereof; thence northerly to the south west corner of Parcel 68-041-002; thence easterly to the east line of Haimuth Lane; thence northerly to the southwest corner of Parcel 68-041-011; thence easterly to the southeast corner of said parcel; thence southerly to the southwest corner of Parcel 68-041-013; thence easterly to the east line of Alpha Way; thence southerly to the southwest corner of Parcel 68-042-023; thence easterly to the southeast corner thereof; thence southerly to the southwest corner of Parcel 68-042-003; thence easterly to the east line of Crestwood Drive; thence northerly to the northwest corner of Parcel 68-043-011; thence easterly to the southeast corner of Parcel 68-046-034; thence northerly and easterly along the west and north boundary lines of Parcel 68-046-003 to the east line of Cavallo Road; thence north to the southwest corner of Parcel 68-051-015; thence easterly to the southeast corner of Parcel 68-051-019; thence southerly to the southwest corner of Parcel 68-051-042; thence easterly to the southwest corner of Parcel 68-051-024; thence northerly to the northwest

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(3)

corner of Parcel 68-051-037; thence easterly to the east line of Biglow Drive; thence northerly to the north line of E. 18th Street; thence easterly to the west line of Hillcrest Avenue; thence southerly along the west line of Hillcrest Avenue to a point which is west of the south west corner of Parcel 51-272-035; thence easterly and northerly along the south and east boundary of said parcel to the south line of E. 18th Street; thence easterly to the northeast corner of Parcel 51-272-006; thence southerly to the southeast corner of Parcel 51-242-005; thence westerly to the east line of Hillcrest Avenue, said line being the Antioch City Limits; thence along said Antioch City Limits line southerly, easterly, northerly, and westerly to the southeast corner of Parcel 51-263-019; thence westerly to the southwest corner of Parcel 51-265-035; thence westerly along the south lines of Parcels 51-120-022 and 51-120-023 to the southeast corner of Parcel 51-120-015; thence westerly to the east line of Hillcrest Avenue; thence northerly to a point which is east of the northeast corner of Parcel 65-262-024; thence westerly to the southeast corner of Parcel 65-262-027; thence westerly along the south line of Lake Alhambra subdivision to the southeast corner of Parcel 65-235-019; thence northerly to the south line of South Lake Drive; thence westerly to the west line of Alhambra Drive; thence southerly to the northeast corner of Parcel 65-142-023; thence along the boundary of said parcel westerly to the east line of Amber Drive; thence northerly to a point which is east of the southeast corner of Parcel 65-143-013; thence westerly to the southwest corner of Parcel 65-143-007; thence northerly to the north line of Amber Drive; thence westerly to the east line of Cavallo Road; thence northerly to a point which is east of the northeast corner of Parcel 65-151-037; thence westerly to the northwest corner thereof; thence southerly to the northeast corner of Parcel 65-151-002; thence westerly to the west line of Noia Avenue; thence southerly to the northeast corner of Parcel 65-152-043; thence westerly to the west line of Wisner Drive; thence northerly to the northeast corner of Parcel 65-152-027; thence westerly and southerly along the north and west lines of said parcel to the northeast corner of Parcel 65-161-001; thence westerly to the west line of Marie Avenue; thence northerly to the southeast corner of Parcel 65-164-012; thence westerly, northerly, and westerly along the boundary of Parcel 65-164-023 to the northwest corner thereof; thence northerly to the south line of East 16th Street; thence westerly to the northeast corner of Parcel 65-172-022; thence southerly to the southeast corner thereof; thence westerly to the north west corner of Parcel 65-172-027; thence southerly to the southeast corner of Parcel 65-172-007; thence westerly along the boundary lines of Parcels 65-172-024, 65-172-025, and 65-172-026 to the northwest corner of Parcel 65-172-028; thence northerly to the southeast corner of Parcel 65-183-009; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-007; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-006; thence westerly to the southwest corner of Parcel 65-183-004; thence northerly to the north line of East 16th Street; thence westerly to the southwest corner of Parcel 65-182-030; thence northerly to the northwest corner thereof; thence easterly to the southeast corner of Parcel 65-182-027; thence northerly to the northwest corner of Parcel 65-181-020; thence easterly to the southeast corner of Parcel 65-181-014; thence northerly and westerly along the east and north line of said parcel to the east line of "A" Street; thence northerly to the northwest corner of Parcel 65-181-016; thence easterly to the southeast

corner of Parcel 65-075-002; thence northerly to the north line of E. 13th Street; thence easterly to the southeast corner of Parcel 65-071-009; thence northerly to the southeast corner of Parcel 65-064-005; thence westerly to "A" Street; thence northerly to the southwest corner of Parcel 65-061-000; thence easterly to the southeast corner thereof; thence northerly to the north line of Wilbur Avenue; thence easterly to the southeast corner of Parcel 66-164-007; thence northerly to the point on the south line of Parcel 66-164-010; thence westerly to the southwest corner of Parcel 66-164-013; thence northerly to the north line of 7th Street; thence easterly to the southeast corner of Parcel 66-162-008; thence northerly to a point on the south line of Parcel 66-162-011; thence easterly and northerly along the southerly and easterly boundaries of said parcel to the south line of 6th Street; thence northerly to the southeast corner of Parcel 66-032-018; thence northerly to the northeast corner thereof; thence easterly to the east line of the roadway described in Book 27 of Deeds at Page 475; thence southerly along the east line thereof to the northwest corner of Parcel 65-050-020; thence easterly to the northeast corner of Parcel 65-050-013; thence north, east, and south along the boundary of Parcel 65-050-006 to the northwest line of Parcel 65-050-005; thence easterly along the northerly and easterly property lines of Parcels 65-050-005, and 65-050-029, to the northeast corner of Parcel 65-050-029; thence southerly to the northerly most point of Parcel 65-050-017; thence southeasterly along the eastern boundary of said Parcel 65-050-017 to the north line of Wilbur Avenue; thence easterly along the north line of Wilbur Avenue to a point which is north of the west line of Marie Avenue; thence south to the south line of Wilbur Avenue, thence east to the northeast corner of Parcel 65-101-014; thence southerly to the northwest corner of Parcel 65-101-015; thence easterly to the northeast corner of Parcel 65-110-012, said corner being on the Antioch City Limits; thence along northerly, and westerly along said City of Antioch boundary to the point of beginning.

* * * * *

END OF DOCUMENT

OFFICE OF THE CITY CLERK

L. JOLENE MARTIN
City ClerkRecording Requested by
and When Recorded Return to:City Clerk
City of Antioch
P.O. Box 5007
Antioch, CA 94531-5007

 CONTRA COSTA Co Recorder Office
 STEPHEN L. WEIR, Clerk-Recorder
DOC- 1999-0289937-00
 N, NOV 01, 1999 15:02:03
 FEE \$0.00
 Ttl Pd \$0.00 Nbr-0000718857
 Irc/RB/1-17

**NOTICE OF ADOPTION OF AN AMENDMENT TO THE REDEVELOPMENT PLAN
FOR THE ANTIOCH REDEVELOPMENT PROJECT**


NOTICE IS HEREBY GIVEN that the City Council of the City of Antioch adopted Ordinance NO. 963-C-S and 964-C-S on October 26, 1999, approving and adopting the Amendment to the Redevelopment Plan for the Antioch Redevelopment Project.

A legal description of the boundaries of the Project Area is attached hereto as Exhibit A and incorporated herein by reference.

Proceeding for the redevelopment of the Project Area, as amended, have been instituted under the California Community Redevelopment Law (Health and Safety Code Section 3300 et seq.).

Filed for recordation with the County Recorder of Contra Costa County by order of the City Council of the City of Antioch, California.

Dated: October 29, 1999


 City Clerk
 City of Antioch

Attachment

ORDINANCE NO. 963-C-S**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF ANTIOCH ESTABLISHING AND AMENDING
CERTAIN LIMITATIONS WITH RESPECT TO THE
REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT**

WHEREAS, the City Council of the City of Antioch (the "City Council") adopted Ordinance No. 290-C-S on July 15, 1975, approving and adopting the Redevelopment Plan (the "Redevelopment Plan") for the Antioch Redevelopment Project (the "Project"); and

WHEREAS, on April 10, 1979, the City Council adopted Ordinance No. 398-C-S, approving and adopting an amendment to the Redevelopment Plan; and

WHEREAS, on November 12, 1986, the City Council adopted Ordinance No. 653-C-S, establishing certain limitations with respect to the Redevelopment Plan; and

WHEREAS, the Antioch Development Agency (the "Agency") has been designated as the official redevelopment agency in the City of Antioch to carry out the functions and requirements of the Community Redevelopment Law of the State of California (Health and Safety Code Section 33000 et seq.) and to implement the Redevelopment Plan; and

WHEREAS, Section 33333.6 of the Community Redevelopment Law requires that every redevelopment plan adopted on or before December 31, 1993, contain certain limitations: (1) if the plan contains the provisions set forth in Section 33670 of the Community Redevelopment Law ("tax increment authority"), a time limit on the establishing of loans, advances and indebtedness which shall not exceed 20 years from the adoption of the redevelopment plan or January 1, 2004, whichever is later; (2) a time limit on the effectiveness of the redevelopment plan which shall not exceed 40 years from the adoption of the redevelopment plan or January 1, 2009, whichever is later; and (3) a time limit on the repayment of indebtedness which shall not exceed 10 years from the termination of the effectiveness of the redevelopment plan; and

WHEREAS, Section 33333.6 further provides that a redevelopment plan adopted prior to January 1, 1994, may be amended by the legislative body by adoption of an

STATE OF CALIFORNIA
County of Contra Costa

City of Antioch

I, L. JoJene Martin, City Clerk in and for said City of Antioch, County of Contra Costa, State of California, do hereby certify under penalty of perjury that the hereto attached and foregoing paper is a full, true and correct copy of _____ Ordinance No. 963-C-5 now on file in this office of said city.

WITNESS, my hand, and Official Seal, this 29th day of October 19 99

L. JoJene Martin
City Clerk, City of Antioch
Contra Costa County, California

289937

ordinance on or after January 1, 1999, but on or before December 31, 1999, provided that the redevelopment plan as so amended does not exceed the terms provided in that section; and

WHEREAS, Ordinance No. 653-C-S established a time limit for incurring indebtedness that exceeds the maximum permitted by subdivision (a) of Health and Safety Code Section 33333.6 and, therefore, should be amended; and

WHEREAS, the Redevelopment Plan contains an ambiguous termination date for the Redevelopment Plan that should be clarified; and

WHEREAS, a time limit for repayment of indebtedness in accord with Health and Safety Code Section 33333.6 should be established;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANTIOCH DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. A new sentence is hereby added to the end of the last paragraph of subsection 1 of Section 1201 of the Redevelopment Plan to read as follows:

"The Agency shall not establish or incur loans, advances or indebtedness to finance, in whole or in part, the Project after January 1, 2004."

SECTION 2. The existing sentence in Section 406 of the Redevelopment Plan is hereby deleted and replaced by the following:

"Except for the nondiscrimination and nonsegregation provisions that shall run in perpetuity, the provisions of this Plan shall be effective, and the provisions of other documents formulated pursuant to this Plan may be made effective, for forty (40) years from the date of adoption of this Plan. Based upon the date of adoption of the Redevelopment Plan, the effectiveness of the Redevelopment Plan shall terminate on July 15, 2015."

SECTION 3. The Agency shall not pay indebtedness or receive property taxes pursuant to Health and Safety Code Section 33670 after ten (10) years from the termination of the effectiveness of the Redevelopment Plan, as established in Section 2 of this Ordinance. Based upon the termination date established in Section 2 of this Ordinance, the Agency shall not pay indebtedness or receive property taxes pursuant to Section 33670 after July 15, 2025.

SECTION 4. Ordinance Nos. 290-C-S, 398-C-S and 653-C-S are continued in full force and effect as amended by this Ordinance.

SECTION 5. The City Clerk is hereby directed to send a certified copy of this Ordinance to the Agency.

SECTION 6. Severability. If any part of this Ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance, and this City Council hereby declares that it would have passed the remainder of this Ordinance if such invalid portion thereof had been deleted.

SECTION 7. Publication. The City Clerk is hereby ordered and directed to cause this Ordinance to be published once in *The Ledger Dispatch*, a newspaper of general circulation, published and circulated in the City of Antioch.

SECTION 8. This ordinance shall be in full force and effect thirty (30) days after its passage.

* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch, held on the 28th day of September, 1999, and passed and adopted at a regular meeting thereof, held on the 26th day of October, 1999.

AYES: Council Members Freitas, Soliz, Davis, and Mayor Rocha.

NOES: Council Member Sudario.

ABSENT: None.

s/ Mary Helen Rocha
MAYOR OF THE CITY OF ANTIOCH

ATTEST:

s/ L. Jolene Martin
CITY CLERK OF THE CITY OF ANTIOCH

STATE OF CALIFORNIA
County of Contra Costa

289937

City of Antioch

I L. Jolene Martin, City Clerk in and for said City of Antioch, County of Contra Costa, State of California, do hereby certify under penalty of perjury that the hereto attached and foregoing paper is a full, true and correct copy of _____
Ordinance No. 964-C-S now on file in this office of said city.

WITNESS, my hand, and Official Seal, this 29th day of October 19 99



City Clerk, City of Antioch
Contra Costa County, California

AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF ANTIOCH, CALIFORNIA, AMENDING
ORDINANCE NOS. 290-C-5, 398-C-5, 653-C-5 AND
TO THE REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT

ORDINANCE NO. 964-C-5

WHEREAS, the City Council of the City of Antioch (the "City Council") adopted Ordinance No. 290-C-5 on July 15, 1975, approving and adopting the Redevelopment Plan (the "Redevelopment Plan") for the Antioch Redevelopment Project (the "Project") and adopted Ordinance No. 398-C-5 on April 10, 1979, Ordinance No. 653-C-5 on November 12, 1986, and Ordinance No. 963-C-5, on October 26, 1999, amending the Redevelopment Plan; and

WHEREAS, the City Council has received from the Antioch Development Agency (the "Agency") a proposed amendment (the "Amendment") to the Redevelopment Plan, a copy of which is on file at the office of the Agency and at the office of the City Clerk, both at City Hall, Third and H Streets, Antioch, California, together with the Report of the Agency to the City Council on the proposed Amendment, including: (1) the reasons for amending the Redevelopment Plan; (2) the report and recommendations of the Planning Commission of the City of Antioch (the "Planning Commission"); and (3) the Negative Declaration; and

WHEREAS, the proposed Amendment would re-establish the time period within which the Agency can exercise its eminent domain authority and make certain other minor, technical amendments to bring the Redevelopment Plan into conformity with the current Community Redevelopment Law (Health and Safety Code Section 33000 et seq.); and

WHEREAS, by Resolution No. 99-19, adopted on August 18, 1999, the Planning Commission has reported that the Redevelopment Plan, as it is proposed to be amended by the Amendment, conforms to the General Plan of the City of Antioch and has recommended approval of the proposed Amendment; and

WHEREAS, a Negative Declaration was prepared on the proposed Amendment in accordance with the California Environmental Quality Act (Public Resources Code Section 21000 et seq.), the Guidelines for Implementation of the California

Environmental Quality Act (14 Cal. Code Regs. Section 15000 et seq.), and environmental procedures adopted by the Agency pursuant thereto; and

WHEREAS, the Agency and the City Council have reviewed and considered the Negative Declaration on the proposed Amendment and have each approved the Negative Declaration; and

WHEREAS, the City Council and the Agency held a joint public hearing on September 28, 1999, on the adoption of the Amendment and approval of the Negative Declaration on the Amendment in the City Council Chambers, Third and H Streets, Antioch, California; and

WHEREAS, a notice of said hearing was duly and regularly published in *The Ledger Dispatch*, a newspaper of general circulation in the City of Antioch, once a week for three successive weeks prior to the date of said hearing, and a copy of said notice and affidavit of publication are on file with the City Clerk and the Agency; and

WHEREAS, copies of the notice of joint public hearing and a statement concerning acquisition of property by the Agency were mailed to the last known address of each assessee of each parcel of land in the Project Area, as shown on the last equalized assessment roll of the County of Contra Costa; and

WHEREAS, copies of the notice of joint public hearing were mailed to each business and resident in the Project Area; and

WHEREAS, copies of the notice of joint public hearing were mailed by certified mail with return receipt requested to the governing body of each taxing agency that receives taxes from property in the Project Area; and

WHEREAS, the City Council has considered the Report of the Agency, the report and recommendations of the Planning Commission, the proposed Amendment and the Negative Declaration; has provided an opportunity for all persons to be heard; and has received and considered all evidence and testimony presented for or against any and all aspects of the proposed Amendment;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANTIOCH DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The purpose and intent of the City Council with respect to the Amendment is to promote the full and effective implementation of the Redevelopment

Plan for the Antioch Redevelopment Project by re-establishing, for an additional twelve (12) years, the Agency's power to acquire property by eminent domain. Implementation of the Redevelopment Plan will serve to eliminate blight and improve the physical and economic conditions in the Project Area.

SECTION 2. The City Council hereby finds and determines that:

(a) Remaining blight exists within the Project Area, the redevelopment of which is necessary to effectuate the public purposes in the Community Redevelopment Law. This finding is based upon the facts set forth in the Agency's Report to the City Council, particularly the descriptions of deterioration, stagnated or decreased property values, vacancy rates, low lease rates, asbestos and other blighting conditions.

(b) It is necessary and desirable to amend the Redevelopment Plan in the manner set forth in the proposed Amendment in order to carry out the redevelopment of the Project Area and make possible the achievement of the goals and objectives of the Redevelopment Plan. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that, without eminent domain authority, the Agency will not be able to assemble sites and eliminate remaining blight within the Project Area.

(c) The proposed Amendment will aid in the redevelopment of the Project Area in conformity with the Community Redevelopment Law and in the interests of the public peace, health, safety and welfare. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that implementation of the Redevelopment Plan will serve to eliminate remaining blight and improve physical and economic conditions in the Project Area and that eminent domain authority is necessary for the full and effective implementation of the Redevelopment Plan.

(d) The Redevelopment Plan, as it is proposed to be amended by the Amendment, is consistent with the General Plan of the City of Antioch. This finding is based upon the findings of the Planning Commission set forth in Resolution No. 99-19, adopted on August 18, 1999, a copy of which is included in the Agency's Report to the City Council.

(e) The carrying out of the Redevelopment Plan, as it is proposed to be amended by the Amendment, will promote the public peace, health, safety and welfare of the City of Antioch and will effectuate the purposes and policy of the

Community Redevelopment Law. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that redevelopment, as contemplated by the Redevelopment Plan, will benefit the Project Area by authorizing the Agency to assemble sites for redevelopment to correct the significant blight remaining in the Project Area.

(f) The condemnation of real property within the Project Area, as provided for in the proposed Amendment, is necessary to the execution of the Redevelopment Plan, and adequate provisions have been made for the payment for property to be acquired as provided by law. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that, without eminent domain authority, certain sites within the Project Area could not be assembled for redevelopment. This finding is further based on the fact that, in connection with the acquisition of property by the Agency, the Agency will comply with all applicable provisions of the California Eminent Domain Law (Code of Civil Procedure Section 1230.010 et seq.) and the California Relocation and Real Property Acquisition Law (Government Code Section 7260 et seq.), including provisions requiring the payment of just compensation.

(g) The elimination of blight and the redevelopment of the Project Area could not reasonably be expected to be accomplished by private enterprise acting alone without the aid and assistance of the Agency. This finding is based upon the facts that, because of the higher costs and more significant risks associated with development of blighted areas, individual developers are unable and unwilling to invest in blighted areas without substantial public assistance; that funds of other public sources and programs are insufficient to eliminate the blighting conditions; and that, without the Agency's use of eminent domain, sites could not be assembled for redevelopment.

(h) The time limitation in the Redevelopment Plan regarding the Agency's eminent domain authority, as amended by the Amendment, is reasonably related to the proposed projects to be implemented in the Project Area and the ability of the Agency to eliminate blight within the Project Area. This finding is based upon the fact that Section 33333.4 of the Community Redevelopment Law provides that a time limit, not to exceed 12 years from the adoption of the Redevelopment Plan, may be established for commencement of eminent domain proceedings to acquire property within the Project Area and that said time limit may be extended by amendment of the Redevelopment Plan.

SECTION 3. In order to implement and facilitate the effectuation of the proposed Amendment, certain official actions must be taken by the City Council; accordingly, the

City Council hereby: (a) pledges its cooperation in helping to carry out the Redevelopment Plan, as amended by the Amendment; (b) directs the various officials, departments, boards and agencies of the City of Antioch having administrative responsibilities in the Project Area likewise to cooperate to such end and to exercise their respective functions and powers in a manner consistent with the Redevelopment Plan, as amended by the Amendment; (c) stands ready to consider and take appropriate action on proposals and measures designed to effectuate the Redevelopment Plan, as amended by the Amendment; and (d) declares its intention to undertake and complete any proceedings, including the expenditure of moneys, necessary to be carried out by the City under the provisions of the Redevelopment Plan, as amended by the Amendment.

SECTION 4. The Council is satisfied that written objections, if any, received before or at the noticed public hearing have been responded to in writing. In addition, written findings have been adopted in response to each written objection, if any, of an affected property owner or taxing entity filed with the City Clerk either before or at the noticed public hearing.

SECTION 5. The Redevelopment Plan, as adopted and amended by Ordinance Nos. 290-C-S, 398-C-S, 653-C-S and 963-C-S, is hereby further amended as set forth in the "Amendment to the Redevelopment Plan for the Antioch Redevelopment Project," attached hereto. As so amended, the Redevelopment Plan is incorporated by reference herein. The Executive Director of the Agency is hereby authorized to combine the Redevelopment Plan, as amended by the Amendment, into a single document, and said document, when filed with the City Clerk and the Secretary of the Agency, shall constitute the official Redevelopment Plan for the Antioch Redevelopment Project.

SECTION 6. Ordinance Nos. 290-C-S, 398-C-S, 653-C-S and 963-C-S, are continued in full force and effect as amended by this Ordinance.

SECTION 7. The City Clerk is hereby directed to send a certified copy of this Ordinance to the Agency, and the Agency is hereby vested with the responsibility for carrying out the Redevelopment Plan, as amended by the Amendment.

SECTION 8. The City Clerk is hereby directed to record with the County Recorder of Contra Costa County a notice of the approval and adoption of the Amendment pursuant to this Ordinance, containing a statement that proceedings for the redevelopment of the Project Area pursuant to the Redevelopment Plan, as amended by the Amendment, have been instituted under the Community Redevelopment Law.

SECTION 9. The City Clerk is hereby ordered and directed to certify to the passage of this Ordinance and to cause the same to be published once in *The Ledger Dispatch*, a newspaper of general circulation, published and circulated in the City of Antioch.

SECTION 10. If any part of this Ordinance, or the Amendment that it approves, is held to be invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance or of the Amendment, and this City Council hereby declares that it would have passed the remainder of the Ordinance, or approved the remainder of the Amendment, if such invalid portion thereof had been deleted.

SECTION 11. Effective Date. This Ordinance shall be in full force and effect thirty (30) days after its adoption.

* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch, held on the 28th day of September, 1999, and passed and adopted at a regular meeting thereof, held on the 26th day of October, 1999.

AYES: Council Members Freitas, Soliz, Davis, and Mayor Rocha.

NOES: Council Member Sudario.

ABSENT: None.

s/ Mary Helen Rocha
MAYOR OF THE CITY OF ANTIOCH

ATTEST:

s/ L. Jolene Martin
CITY CLERK OF THE CITY OF ANTIOCH

EXHIBIT "A"

PROJECT AREA
BOUNDARY DESCRIPTION

BOOK 7581 PG 987

289937

Beginning at the most northerly boundary corner of the City of Antioch; thence generally south along the West boundary to a point on the north line of State Highway 4 and its intersection with the east line of the Los Medanos Wasteway; thence southerly along said east line to the south line of Delta Fair Boulevard; thence easterly along said south line to the northwest corner of Parcel 74-123-04; thence southerly and easterly along the west and south boundaries of said parcel to the west line of Fairview Drive; thence southerly along said west line to the north line of Parcel 74-123-05; thence westerly along said north line to the north line of a 100 foot East Bay Municipal Utility District right-of-way; thence westerly along said north line to the east line of said Los Medanos Wasteway; thence southerly along said east line to the south line of Buchanan Road; thence easterly along said south line to the northwest corner of Parcel 75-010-07; thence southerly and easterly along south and west boundaries of said parcel to the center line of Somersville Road; thence southerly along said center line to a point on the southwest line of the Contra Costa Canal, said point being on the boundary of the City of Antioch; thence southerly, easterly, and northerly along said boundary to said southwest line of the Contra Costa Canal; thence northerly along said southwest line to the east line of Markley Creek; thence northeasterly along said east line to the west line of Parcel 76-030-068; thence southerly, easterly, and northerly along the west, south, and east boundary lines of said parcel to the east line of Markley Creek; thence northeasterly along said east line to the north line of Mahogany Way; thence westerly along said north line to the southwest corner of Parcel 74-370-008; thence northerly along the west line of said parcel to the south line of Sycamore Drive; thence easterly along said south line to the northeast corner of said Parcel 74-370-008; thence northerly across Sycamore Drive and along the east boundary of Parcel 74-370-004 to the south line of the Southern Pacific Railroad; thence easterly along the Southern Pacific Railroad to a point which is south of the southwest corner of Parcel 74-321-002; thence northwesterly along the south line of Fairview Terrace subdivision to the southeast corner of Parcel 74-180-003; thence along the southeast boundary of said parcel to the north line of West 18th Street; thence along said north line to the southeast corner of Parcel 74-171-003; thence along the west line of the Fairview Terrace subdivision to a point on the south line of Parcel 74-160-001; thence easterly along the north line of Parcel 74-160-008 and Parcel 74-334-027 to the northeast corner of said Parcel 74-334-027; thence north along the east line of Parcel 74-334-026 and Parcel 74-334-015 to the south line of 10th Street; thence easterly along the south line of 10th Street to the west line of Parcel 67-021-001; thence southerly and easterly along the boundary of said parcel and Parcel 67-021-002 and across "L" Street to the east line, thence south to the southwest corner of Parcel 67-022-002; thence easterly along the north line of Loma Lane to the east line of "H" Street; thence northerly to the northwest corner of Parcel 67-050-016; thence easterly to the east line of "G" Street; thence southerly to the southwest corner of Parcel 67-060-001; thence easterly and northerly along said boundary to the south line of 10th Street; thence westerly to a point which is south of the

southeast corner of Parcel 66-207-014; thence northerly along the east line of Parcels 66-207-014 and 66-207-008 to the south line of 9th Street; thence west to the east line of "G" Street; thence northerly to the northwest corner of Parcel 66-203-014; thence westerly to the west line of "H" Street; thence southerly to the southeast corner of Parcel 66-205-008; thence westerly to the southeast corner of Parcel 66-217-007; thence along the boundary of said parcel northerly and westerly to the west line of "L" Street; thence southerly to the north line of 10th Street; thence westerly to the west line of "O" Street; thence northerly along "O" Street to the northeast corner of Parcel 74-130-043; thence westerly 150 feet; thence northerly to the south line of 6th Street; thence east to the east line of "M" Street; thence north to the south line of 4th Street; thence east to the east line of "L" Street; thence north to the northwest corner of Parcel 66-103-008; thence easterly to the southwest corner of Parcel 66-092-012; thence southerly to the south line of 3rd Street; thence easterly to the northeast corner of Parcel 66-107-009; thence south to the south line of Fourth Street; thence east to the northeast corner of Parcel 66-133-010; thence south to the southeast corner thereof; thence easterly to the east line of "I" Street to the west line of Parcel 66-141-006; thence southerly, easterly, and northerly along the west, south, and east boundary of said parcel to the northwest corner of parcel 66-141-005; thence easterly to the west line of "H" Street; thence southerly to the south line of 6th Street; thence easterly to the east line of "F" Street; thence northerly to the south line of 4th Street; thence easterly to the northeast corner of Parcel 66-144-009; thence northerly to the northwest corner of Parcel 66-052-004; thence easterly and along the north lines of Parcels 66-057-004, 66-057-003, 66-057-002, and 66-057-001 to the east line of "E" Street; thence northerly to the south line of 3rd Street; thence east to the west line of "C" Street; thence southerly to the south line of 4th Street; thence easterly to the west line of "B" Street; thence southerly to the south line of 6th Street; thence easterly to the northeast corner of Parcel 66-161-013; thence southerly to the north line of 8th Street; thence westerly to the southwest corner of Parcel 66-163-003; thence southerly to the north line of 9th Street; thence westerly to the west line of "B" Street; thence southerly to the north line of 10th Street; thence westerly to the southwest corner of Parcel 66-189-003; thence southerly and easterly along the boundary of Parcel 67-092-001, to the northeast corner of Parcel 67-092-003; thence southerly to the southeast corner of Parcel 67-093-016; thence westerly, southerly, and easterly along the north, west, and south boundary lines of Parcel 67-093-019 to the northwest corner of Parcel 67-102-067; thence southerly to the southwest corner of Parcel 67-102-052; thence easterly to the northeast corner of Parcel 67-102-007; thence southerly to the south side of 15th Street; thence easterly to the northeast corner of Parcel 67-103-026; thence southerly to the southeast corner thereof; thence southerly, easterly, southerly, and westerly along the eastern boundary lines of Parcel 67-103-017 to the northwest corner of Parcel 67-103-018; thence southerly to the south line of 17th Street; thence west and south along the boundary of Parcel 67-243-030 to the southwest corner thereof; thence westerly to the northwest corner of Parcel 67-243-006; thence southerly to the south line of 18th Street; thence westerly to the northwest corner of Parcel 67-246-008; thence southerly to the southwest corner thereof; thence westerly to the northeast corner of Parcel 67-262-002; thence southerly

to the north line of 19th Street; thence westerly to the southwest corner of Parcel 67-261-004; thence northerly to the northwest corner thereof; thence westerly to the east line of "D" Street; thence southerly to the north line of 20th Street; thence easterly to the east line of "C" Street; thence northerly to the northwest corner of Parcel 67-263-004; thence easterly to the northeast corner of Parcel 67-263-001; thence southerly to the northwest corner of Parcel 67-251-010; thence easterly to the northeast corner of Parcel 67-251-009; thence southerly to the south line of 20th Street; thence easterly to the northeast corner of Parcel 67-252-007; thence southerly to the southeast corner thereof; thence westerly to the southwest corner of Parcel 67-252-001; thence northerly to the southeast corner of Parcel 67-266-007; thence westerly to the east line of "C" Street; thence north to the south line of 20th Street; thence westerly to the east line of "D" Street; thence southerly to the south line of Parcel 67-277-002; thence southeast to the northeast corner of Parcel 67-274-005; thence southerly to the south line of West Madison Street; thence easterly to the northwest corner of Parcel 67-275-023; thence southerly to the south line of Rossi Avenue; thence west, south, and east along the boundary line of Parcel 67-282-029 to the northwest corner of Parcel 67-232-026; thence southerly to the south line of Texas Street; thence easterly to the west line of "A" Street; thence southerly to the north line of Drake Street; thence easterly to the southeast corner of Parcel 63-142-019; thence westerly and northerly along the boundary of subdivision Sunset Gardens to the south line of Brian Ave; thence easterly to the point south of the southeast corner of Parcel 68-132-036; thence northerly to the northeast corner of said parcel; thence easterly, northerly, and westerly along the boundary of Parcel 68-132-033 to the southeast corner of Parcel 68-132-037; thence northerly to the northeast corner of Parcel 68-131-037; thence easterly and northerly along the south and east boundary of Parcel 68-131-031, to the south line of Southern Pacific Railroad; thence along said south line northwesterly to the east line of "A" Street; thence northerly to the south line of 19th Street; thence easterly to the point which is south of the southeast corner of Parcel 68-011-034; thence northerly along the east boundary lines of Parcels 68-011-034 and 68-011-001 to the south line of E. 18th Street; thence easterly to the west line of Evergreen Avenue; thence southerly to the point which is west of the southwest corner of Parcel 68-017-010; thence easterly to the southeast corner thereof; thence northerly to the south west corner of Parcel 68-041-002; thence easterly to the east line of Helmuth Lane; thence northerly to the southwest corner of Parcel 68-041-011; thence easterly to the southeast corner of said parcel; thence southerly to the southwest corner of Parcel 68-041-013; thence easterly to the east line of Alpha Way; thence southerly to the southwest corner of Parcel 68-042-023; thence easterly to the southeast corner thereof; thence southerly to the southwest corner of Parcel 68-042-003; thence easterly to the east line of Crestwood Drive; thence northerly to the northwest corner of Parcel 68-043-011; thence easterly to the southeast corner of Parcel 68-046-034; thence northerly and easterly along the west and north boundary lines of Parcel 68-046-003 to the east line of Cavallo Road; thence north to the southwest corner of Parcel 68-051-015; thence easterly to the southeast corner of Parcel 68-051-019; thence southerly to the southwest corner of Parcel 68-051-042; thence easterly to the southwest corner of Parcel 68-051-024; thence northerly to the northwest

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corner of Parcel 68-051-037; thence easterly to the east line of Biglow Drive; thence northerly to the north line of E. 18th Street; thence easterly to the west line of Hillcrest Avenue; thence southerly along the west line of Hillcrest Avenue to a point which is west of the south west corner of Parcel 51-272-035; thence easterly and northerly along the south and east boundary of said parcel to the south line of E. 18th Street; thence easterly to the northeast corner of Parcel 51-272-006; thence southerly to the southeast corner of Parcel 51-242-005; thence westerly to the east line of Hillcrest Avenue, said line being the Antioch City Limits; thence along said Antioch City Limits line southerly, easterly, northerly, and westerly to the southeast corner of Parcel 51-263-019; thence westerly to the southwest corner of Parcel 51-265-035; thence westerly along the south lines of Parcels 51-120-022 and 51-120-023 to the southeast corner of Parcel 51-120-016; thence westerly to the east line of Hillcrest Avenue; thence northerly to a point which is east of the northeast corner of Parcel 65-262-024; thence westerly to the southeast corner of Parcel 65-262-027; thence westerly along the south line of Lake Alhambra subdivision to the southeast corner of Parcel 65-235-019; thence northerly to the south line of South Lake Drive; thence westerly to the west line of Alhambra Drive; thence southerly to the northeast corner of Parcel 65-142-023; thence along the boundary of said parcel westerly to the east line of Amber Drive; thence northerly to a point which is east of the southeast corner of Parcel 65-143-013; thence westerly to the southwest corner of Parcel 65-143-007; thence northerly to the north line of Amber Drive; thence westerly to the east line of Cavallo Road; thence northerly to a point which is east of the northeast corner of Parcel 65-151-037; thence westerly to the northwest corner thereof; thence southerly to the northeast corner of Parcel 65-151-002; thence westerly to the west line of Noia Avenue; thence southerly to the northeast corner of Parcel 65-152-043; thence westerly to the west line of Wisner Drive; thence northerly to the northeast corner of Parcel 65-152-027; thence westerly and southerly along the north and west lines of said parcel to the northeast corner of Parcel 65-161-001; thence westerly to the west line of Marie Avenue; thence northerly to the southeast corner of Parcel 65-164-012; thence westerly, northerly, and westerly along the boundary of Parcel 65-164-023 to the northwest corner thereof; thence northerly to the south line of East 16th Street; thence westerly to the northeast corner of Parcel 65-172-022; thence southerly to the southeast corner thereof; thence westerly to the north west corner of Parcel 65-172-027; thence southerly to the southeast corner of Parcel 65-172-007; thence westerly along the boundary lines of Parcels 65-172-024, 65-172-025, and 65-172-020 to the northwest corner of Parcel 65-172-028; thence northerly to the southeast corner of Parcel 65-183-009; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-007; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-006; thence westerly to the southwest corner of Parcel 65-183-004; thence northerly to the north line of East 16th Street; thence westerly to the southwest corner of Parcel 65-182-030; thence northerly to the northwest corner thereof; thence easterly to the southeast corner of Parcel 65-182-027; thence northerly to the northwest corner of Parcel 65-181-020; thence easterly to the southeast corner of Parcel 65-181-014; thence northerly and westerly along the east and north line of said parcel to the east line of "A" Street; thence northerly to the northwest corner of Parcel 65-181-018; thence easterly to the southeast

corner of Parcel 65-075-002; thence northerly to the north line of E. 13th Street; thence easterly to the southeast corner of Parcel 65-071-009; thence northerly to the southeast corner of Parcel 65-064-005; thence westerly to "A" Street; thence northerly to the southwest corner of Parcel 65-061-008; thence easterly to the southeast corner thereof; thence northerly to the north line of Wilbur Avenue; thence easterly to the southeast corner of Parcel 66-164-007; thence northerly to the point on the south line of Parcel 66-164-010; thence westerly to the southwest corner of Parcel 66-164-013; thence northerly to the north line of 7th Street; thence easterly to the southeast corner of Parcel 66-162-008; thence northerly to a point on the south line of Parcel 66-162-011; thence easterly and northerly along the southerly and easterly boundaries of said parcel to the south line of 6th Street; thence northerly to the southeast corner of Parcel 66-032-018; thence northerly to the northeast corner thereof; thence easterly to the east line of the roadway described in Book 27 of Deeds at Page 475; thence southerly along the east line thereof to the northwest corner of Parcel 65-050-026; thence easterly to the northeast corner of Parcel 65-050-013; thence north, east, and south along the boundary of Parcel 65-050-006 to the northwest line of Parcel 65-050-005; thence easterly along the northerly and easterly property lines of Parcels 65-050-005, and 65-050-029, to the northeast corner of Parcel 65-050-029; thence southerly to the northerly most point of Parcel 65-050-017; thence southeasterly along the eastern boundary of said Parcel 65-050-017 to the north line of Wilbur Avenue; thence easterly along the north line of Wilbur Avenue to a point which is north of the west line of Marie Avenue; thence south to the south line of Wilbur Avenue, thence east to the northeast corner of Parcel 65-101-014; thence southerly to the northwest corner of Parcel 65-101-015; thence easterly to the northeast corner of Parcel 65-110-012, said corner being on the Antioch City Limits; thence along northerly, and westerly along said City of Antioch boundary to the point of beginning.

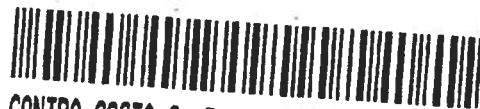
* * * * *

(END OF DOCUMENT)

END OF DOCUMENT

RECORDED AT REQUEST OF
AND FOR THE BENEFIT OF:
CITY OF ANTIOCH

WHEN RECORDED MAIL TO:
L. Jolene Martin
City Clerk
P.O. Box 5007
Antioch, CA 94531-5007



CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2007-0192911-00

Check Number

Tuesday, JUL 03, 2007 14:32:00

FRE \$0.00!!

Ttl Pd \$0.00

Nbr-0003770708
lee/R5/1-6

**REVISED NOTICE OF ADOPTION OF THE
REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT AREA NO. 1**

Recording Requested by
and When Recorded Return to:-

L. Jolene Martin, City Clerk
City of Antioch
P.O. Box 5007
Antioch, Ca 94531-5007

Exempt from recording fees pursuant to
Government Code Section 27383

**ALL PROPERTY TO WHICH THIS NOTICE PERTAINS
IS LOCATED WITHIN THE ANTIOCH REDEVELOPMENT PROJECT AREA NO. 1**

**REVISED NOTICE OF ADOPTION OF THE
REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT AREA NO. 1**

NOTICE IS HEREBY GIVEN, in compliance with Section 33373(c) of the California Health and Safety Code which became effective January 1, 2007, that the City Council of the City of Antioch, California ("City Council") adopted Ordinance No. 290 C.S. on July 15, 1975, as amended, approving and adopting the Redevelopment Plan for the Antioch Project Area No. 1 (the "Redevelopment Plan"). The Antioch Development Agency ("Agency") is vested with the responsibility to carry out the Redevelopment Plan.

A legal description of the boundaries of Project Area No. 1 is attached hereto as Exhibit A and incorporated herein by reference and a copy of the Redevelopment Plan may be obtained from the Agency.

Proceedings for the redevelopment of Project Area No. 1, as contemplated by the Redevelopment Plan have been instituted under the California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*).

AGENCY'S EMINENT DOMAIN AUTHORITY. Sections 104, 105 and 701 of the Redevelopment Plan provides as follows:

When the Agency exercises its power of eminent domain, it shall be exercised within the following limitations:

The Redevelopment Plan may be amended by means of the procedures established in Section 33354.6 and/or Sections 33450-33458 of the Community Redevelopment Law or by any other procedure hereafter established by law; however, the Redevelopment Plan may not be

amended to provide for the acquisition by eminent domain on any property zoned for residential uses as of the date the ordinance adopting the third amendment to the Plan becomes effective.

It is in the public interest and is necessary in order to eliminate the conditions requiring redevelopment and in order to execute this Plan for the power of eminent domain to be employed by the Agency to acquire real property in the Project Area which cannot be acquired by gift, devise, exchange, purchase, or any other lawful method. Eminent Domain proceedings, if used, must be commenced within twelve (12) years from the date the ordinance adopting the third amendment to the Plan becomes effective (or by October 26, 2011). This time limit for commencement of eminent domain proceedings may be extended only by amendment of the Plan.

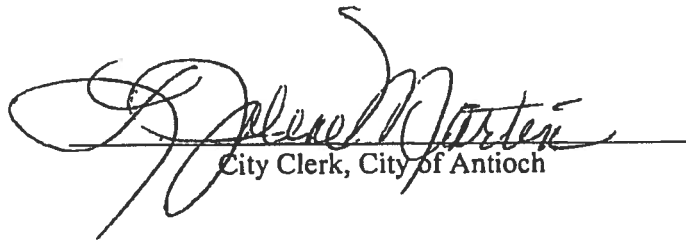
The Agency shall not acquire by eminent domain real property zoned for residential uses as of the date the ordinance adopting the third amendment to the Plan becomes effective.

It is the policy of the Agency to encourage the participation of property owners and businesses within the Project Area. Accordingly, the Agency has adopted Rules Governing Participation by, and the Extension of Reasonable Preferences to, Property Owners and Tenants in Project Area No. 1, which extend reasonable preferences to property owners and tenants in the Project Area, to participate in the redevelopment of the Project Area. The power of eminent domain shall not be exercised except in compliance with the rules and procedures set forth therein, as amended from time to time.

Generally, personal property shall not be acquired. However, where necessary in the execution of the Redevelopment Plan, the Agency is authorized to acquire personal property in the Project Area by any lawful means.

Filed for recordation with the County Recorder of Contra Costa County by order of the City Council of the City of Antioch, California.

Dated: June 21, 2007.

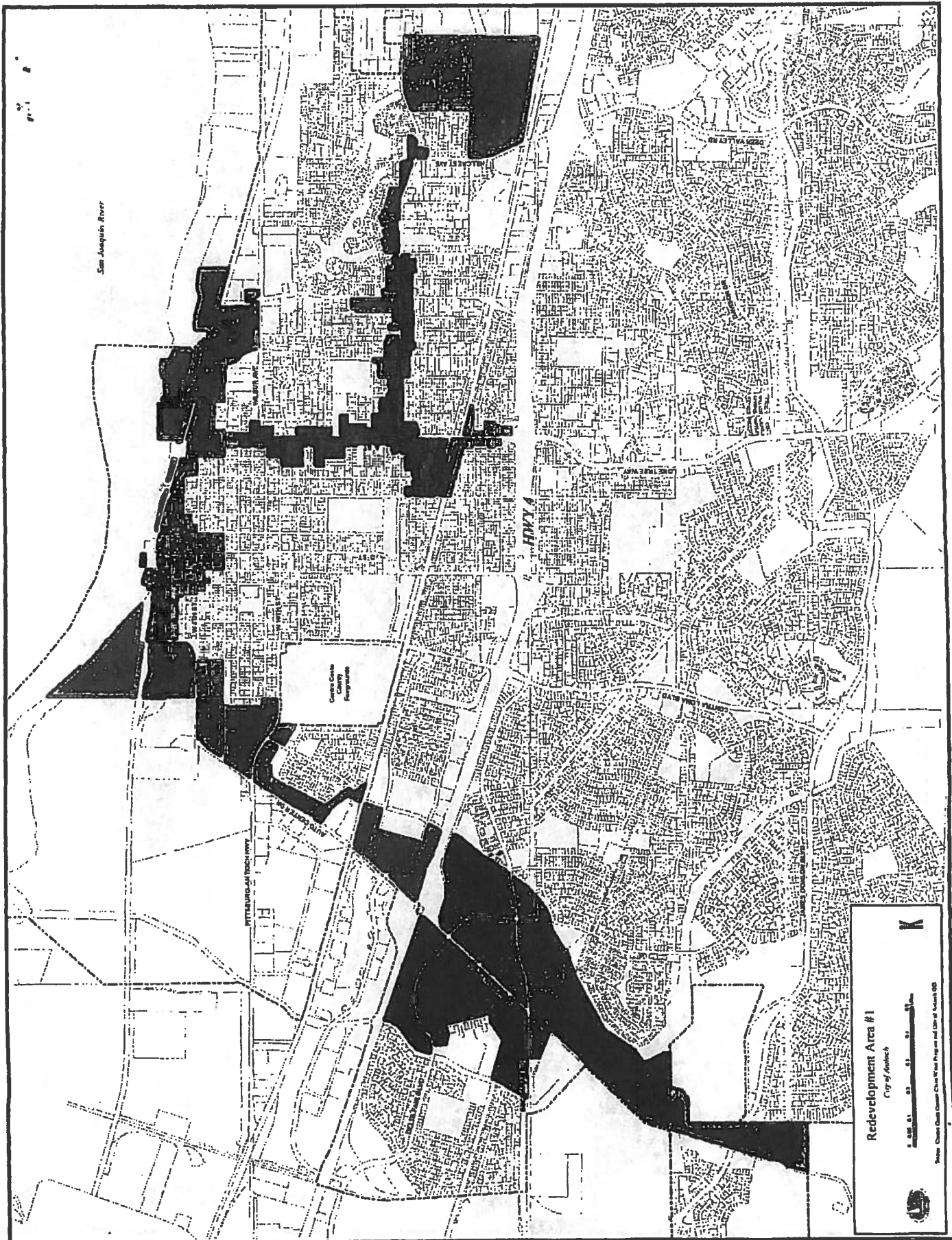

City Clerk, City of Antioch

Attachment: Legal Description

EXHIBIT A

LEGAL DESCRIPTION OF PROJECT AREA NO. 1

Exhibit A

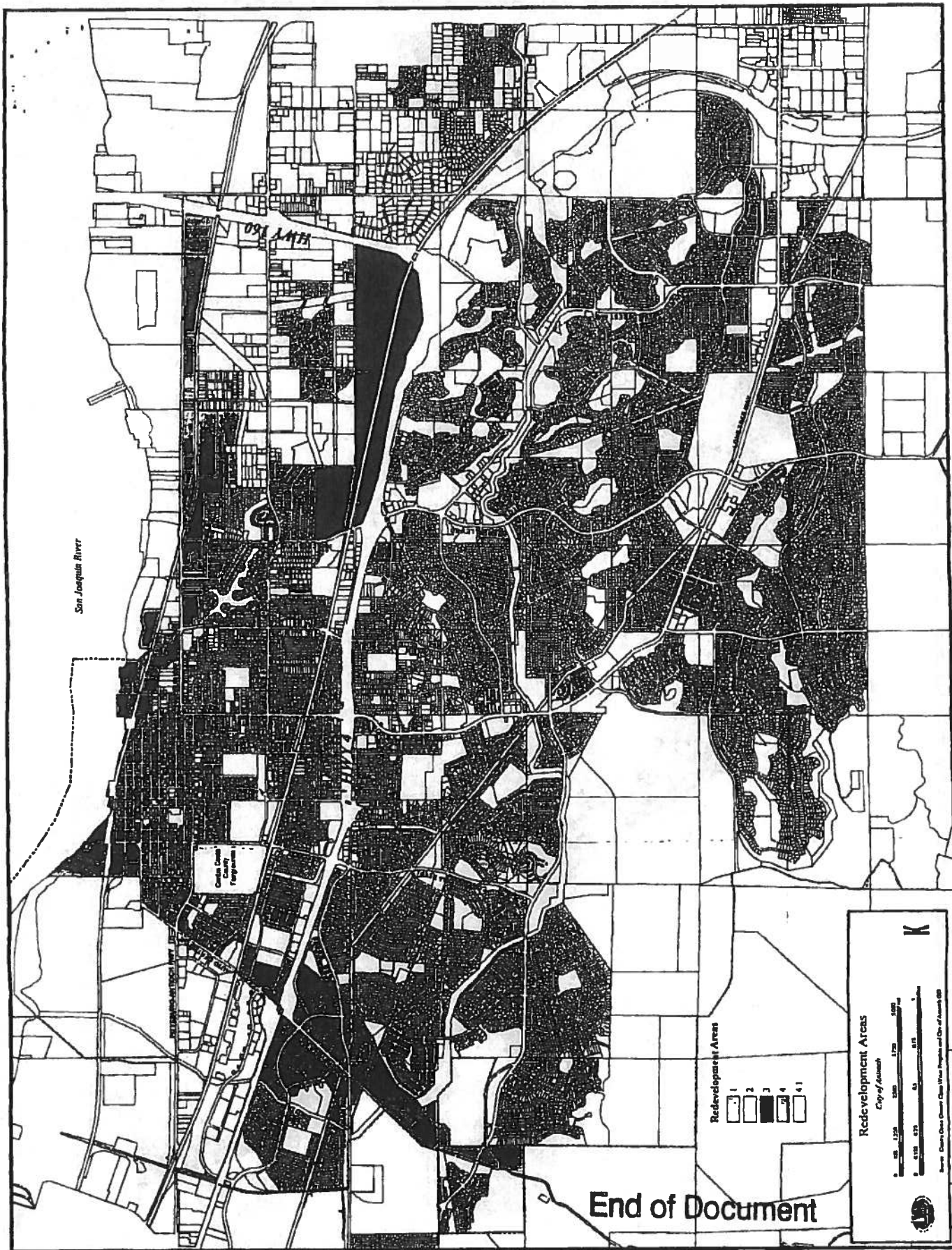


Redevelopment Area #1
City of Anaheim

0 0.1 0.2 0.3 0.4 0.5 Miles

Source: Census Bureau, Census of Population and Housing, 1980

K



ATTACHMENT

Attached is the document you (or someone on your behalf) requested. As required by Section 12956.1(b) of the California Government Code, please take note of the following:

"If this document contains any restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, source of income (as defined in subdivision (p) of Section 12955 of the Government Code) or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Antioch
City Hall
Third and H Streets
Antioch, California 94509
Attn: City Attorney

CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2011-0055725-00

Wednesday, MAR 16, 2011 09:58:16
FRE \$0.00

Ttl Pd \$0.00

Nbr-0000866185
rrc/R9/1-10

NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE SECTION 27383

066-072-020-2

GRANT DEED

For valuable consideration, the receipt of which is hereby acknowledged,

The Antioch Development Agency, a public body, corporate and politic, of the State of California (the "Grantor"), acting to carry out redevelopment purposes pursuant to the Community Redevelopment Law of the State of California, hereby grants to the City of Antioch, a municipal corporation (the "Grantee"), the real property (the "Property") described in Attachment No. 1 and Exhibits B and C attached hereto and incorporated in this Grant Deed by this reference.

1. The Property is located within the Antioch Community Redevelopment Project Area, (the "Project Area") and is subject to the Antioch Community Redevelopment Plan (the "Redevelopment Plan").

2. In accordance with the terms of the Conveyance Agreement between the Grantor and Grantee dated as of March 9, 2011 (the "Agreement"), the Grantee hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the Property in furtherance of the Redevelopment Plan.

3. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, 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 Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

In Deeds:

"(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, establish or permit any 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Leases:

"(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee or any person claiming under or through the lessee, 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.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Contracts:

"(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee 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 of the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

4. The covenant contained in Section 2 regarding the use of the Property shall remain in effect until the expiration of the effectiveness of the Redevelopment Plan. The covenants contained in Section 3 regarding non-discrimination shall remain in effect in perpetuity.

5. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, and any successor in interest to the Property 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. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties 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 property 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.

6. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the rights to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and


not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

7. This Grant Deed may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

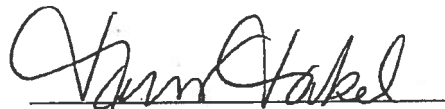
IN WITNESS WHEREOF, the parties hereto have executed this Grant Deed as of this 14th day of March 2011.

GRANTOR:

ANTIOCH DEVELOPMENT AGENCY, a public body, corporate and politic

By: 
James Jakel, Executive Director

CITY OF ANTIOCH, a municipal corporation

By: 
James Jakel, City Manager

ATTACHMENT NO. 1

PROPERTY DESCRIPTION

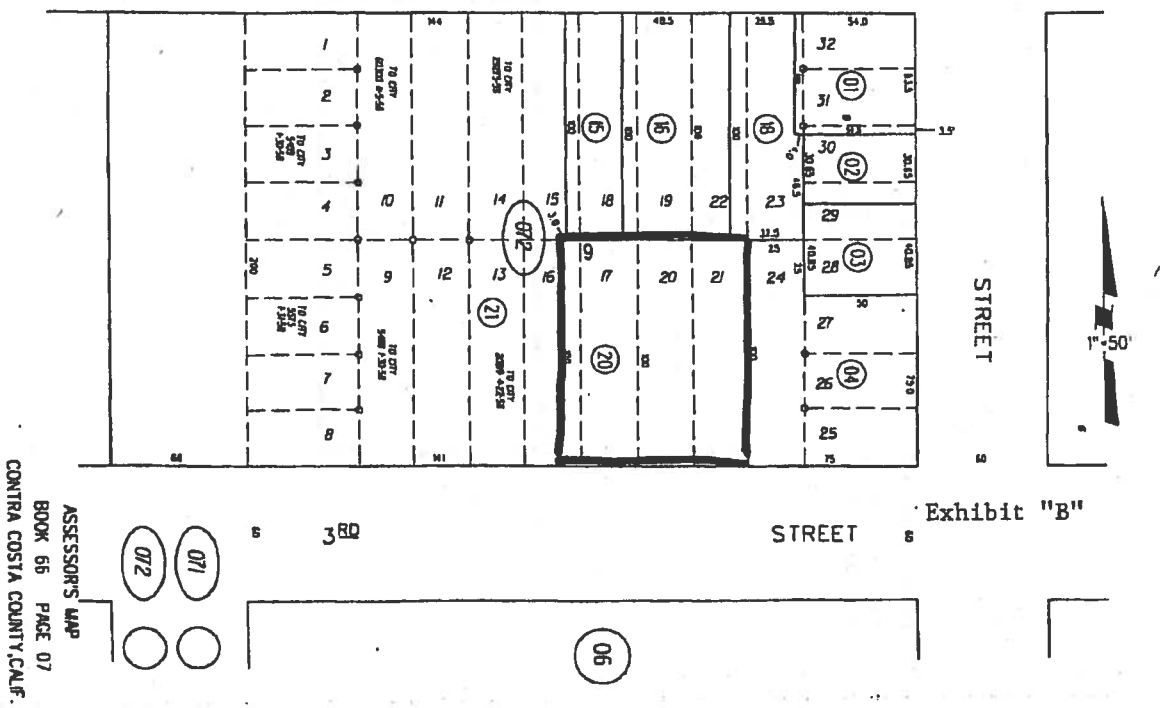
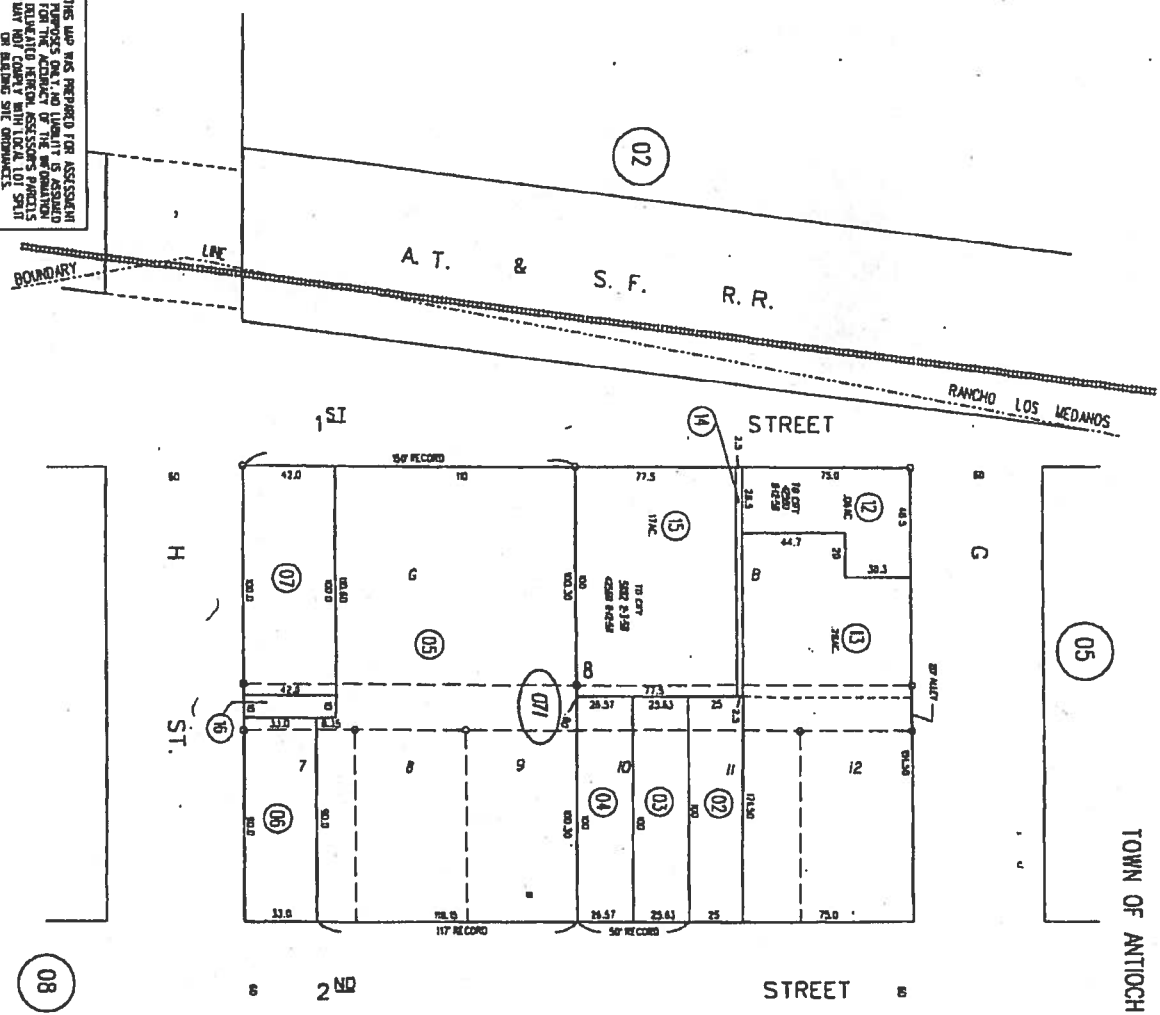
Parcel 1: Lots 17, 20 and 21, and all that portion of Lot 16, in Block 9, per Map of the Town of Antioch, less the westerly 16 feet (front and rear measurements) of Lot 16, as conveyed to the City of Antioch by deed dated 11-4-58, recorded 11-20-58, in Volume 3268 Official Records, page 22, Recorder's Office of Contra Costa County.

As depicted on that certain Assessor's Map, a copy of which is attached hereto as EXHIBIT "A", commonly known as 606-610 Third Street, Antioch, California.

Parcel 2: Lots 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17 in Block 2 of the Town of Antioch, as per maps thereof on file in the office of the Recorder of the County of Contra Costa, State of California.

As depicted on that certain Assessor's Map, a copy of which is attached hereto as EXHIBIT "B", commonly known as 714-720 Third Street, and the southeast corner of Second and "I" Streets, Antioch, California.

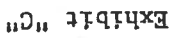
NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION OBTAINED HEREON. ASSESSORS' OFFICES ARE NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION OBTAINED HEREON. STILL OR BOUNDARY LINE, OTHERWISE.



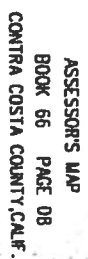
ASSESSOR'S MAP
BOOK 66 PAGE 07
CONTRA COSTA COUNTY, CALIF.

071
072

Exhibit "B"



NOTE: THIS MAP WAS PREPARED FOR ASSISTANCE PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DELINEATED HEREON. ASSESSORS' PARCELS MAY NOT CORRELATE WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.



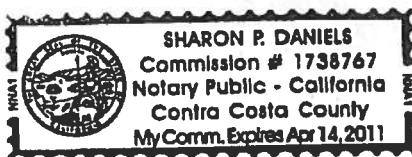
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James Sakel, 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.



Sharon P. Daniels
Notary Public

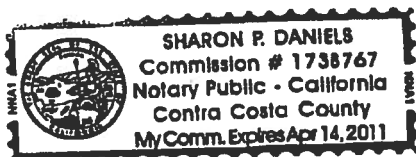
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James Sakel, 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.



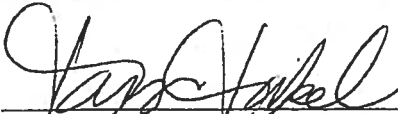
Sharon P. Daniels
Notary Public

CERTIFICATE OF ACCEPTANCE
(Pursuant to Government Code 27281)

This is to certify that the interest in real property conveyed by the Grant Deed from the Antioch Development Agency, dated March 14, 2011 to the City of Antioch, a municipal corporation (the "City"), is hereby accepted on March 14, 2011, by the undersigned officer or agent on behalf of the City pursuant to authority conferred by resolution of the City Council adopted on March 8, 2011, and the City Council consents to the recordation of said document in the Office of the Recorder of Contra Costa, State of California.

Dated: March 14, 2011

By:


James Jakel, City Manager

By:


Lynn Tracy Nerland, City Attorney

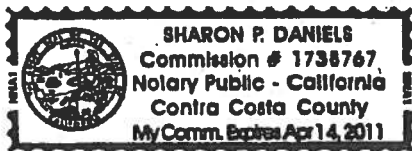
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James Jake, 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.



Sharon P. Daniels
Notary Public

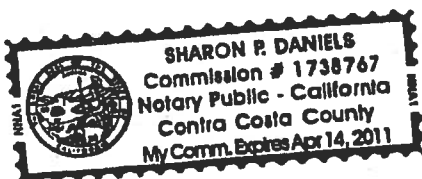
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared Lynn Tracy Wendland, 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.



Sharon P. Daniels
Notary Public

63988
NOV 20 1958

Parcel 13

M 20 2967-16

GRANT DEED

660
THIS INDENTURE, made this 4th day of November, 1958, by and between JAMES D. DONLON and PAULA DONLON, his wife, individually, and PETER A. DONLON, JR., trustee under the will and by the decree of final distribution of the estate of Peter A. Donlon, deceased, all of the City of Antioch, County of Contra Costa, State of California, hereinafter called the First Parties, and CITY OF ANTIOCH, a municipal corporation of the sixth class in the County of Contra Costa, State of California, hereinafter called the Second Party,

WITNESSETH:

The First Parties, for and in consideration of the sum of Ten Dollars (\$10) in lawful money of the United States of America, to them in hand paid by the Second Party, the receipt whereof being hereby acknowledged, do hereby and by these presents grant, bargain, sell, transfer, convey, assign and set over unto the Second Party, its successors and assigns forever, all that certain real property situated in the City of Antioch, County of Contra Costa, State of California, described as follows:

The westerly sixteen (16) feet front and rear measurement of Lot 16 in Block 9 of the Town of Antioch per maps thereof on file in the office of the Recorder of the County of Contra Costa, State of California.

SUBJECT TO the liens of the City of Antioch and County of Contra Costa for real property taxes for fiscal year 1958-59.

James D. Donlon.
(James D. Donlon)
Paula Donlon.
(Paula Donlon)
Peter A. Donlon, Jr.
(Peter A. Donlon, Jr.)
Trustee u/w and by decree of final
distribution of Estate of Peter A.
Donlon, Deceased.

FEE \$



STATE OF CALIFORNIA }
County of Contra Costa } ss.

On this 4th day of November, 1958, before me V. BELLARIA
_____, a Notary Public in and for said County of Contra
Costa, State of California, residing therein, duly commissioned and
sworn, personally appeared JAMES D. DONLON and PAULA DONLON, his wife,
known to me to be the persons described in and whose names are sub-
scribed to the within instrument, and they acknowledged to me that
they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
official seal at my office in said county, the day and year in this
certificate first above written.

V. Bellaria
Notary Public in and for the
County of Contra Costa,
State of California

STATE OF CALIFORNIA }
County of Contra Costa } ss.

On this 4th day of November, 1958, before me V. BELLARIA
_____, a Notary Public in and for said County of Contra
Costa, State of California, residing therein, duly commissioned and
sworn, personally appeared PETER A. DONLON, JR., as trustee under the
will and by the decree of final distribution of the estate of Peter
A. Donlon, deceased, known to me to be the person described in and
whose name is subscribed to the within instrument, and acknowledged to
me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
official seal at my office in said county, the day and year in this
certificate first above written.

V. Bellaria
Notary Public in and for the
County of Contra Costa,
State of California.

Property Detail

Contra Costa, CA GUS KRAMER, ASSESSOR

Parcel # (APN): **066-082-005-1**Use Description: **GOVERNMENT**

Parcel Status:

Owner Name: **ANTIOCH CITY OF**Mailing Address: **PO BOX 5007 ANTIOCH CA 94509-5007**Situs Address: **101 I ST ANTIOCH CA 94509-1121 C001**

Legal

Description: **TOWN OF ANTIOCH LOT 7 TO 12 POR LOT 16 B****ASSESSMENT**Total Value: **\$141,338**Use Code: **79**

Zoning:

Land Value: **\$107,693**Tax Rate Area: **001144**Census Tract: **3050.00/3**Impr Value: **\$33,645**Year Assd: **2011**

Improve Type:

Other Value:

Property Tax:

Price/SqFt:

% Improved **23%**

Delinquent Yr

Exempt Amt:

HO Exempt?: **N****SALES HISTORY**

	<u>Sale 1</u>	<u>Sale 2</u>	<u>Sale 3</u>	<u>Transfer</u>
Recording Date:	03/15/2011	11/20/1989	04/16/1981	03/15/2011
Recorded Doc #:	54796	15489-412	10285-25	54796
Recorded Doc Type:				
Transfer Amount:				
Sale 1 Seller (Grantor):				
1st Trst Dd Amt:		Code1:	2nd Trst Dd Amt:	Code2:

PROPERTY CHARACTERISTICSLot Acres: **0.215**

Year Built:

Fireplace:

Lot SqFt: **9,375**

Effective Yr:

A/C:

Bldg/Liv Area:

Heating:

Units:

Total Rooms:

Pool:

Buildings:

Bedrooms:

Stories:

Baths (Full):

Park Type:

Style:

Baths (Half):

Spaces:

Construct:

Site Inflnce:

Quality:

Garage SqFt:

Building Class:

Timber Preserve:

Condition:

Ag Preserve:

Other Rooms:

1. Preliminary Report - CA

CLTA Preliminary Report Form
(Rev. 11/06)

Order Number: 0714-3761889
Page Number: 1



First American Title

First American Title Company

191 Sand Creek Road, Suite 50
Brentwood, CA 94513

Escrow Officer: Stacey Barrack
Phone: (925)240-9901
Fax No.: (866)407-2081
E-Mail: sbarrack@firstam.com

E-Mail Loan Documents to: BrentwoodEDocs@firstam.com
Property: 101 I Street
Antioch, CA

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

First American Title

Dated as of May 16, 2011 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

To Be Determined

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

THE CITY OF ANTIOCH, A MUNICIPAL CORPORATION

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A fee.

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2011-2012, a lien not yet due or payable.
2. General and special taxes and assessments for the fiscal year 2010-2011 are exempt.
3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
4. The fact that the land lies within the boundaries of the for the Redevelopment of the Antioch Development Agency Project Area, as disclosed by the document recorded August 1, 1975 in Book 7581, Page 986 of Official Records.

Document(s) declaring modifications thereof recorded November 1, 1999 as Instrument No. 1999-289937 of Official Records.

Document(s) declaring modifications thereof recorded July 3, 2007 as Instrument No. 2007-0192911-00 of Official Records.

First American Title

5. An easement for ingress and egress and maintenance of a meter box and incidental purposes, recorded May 30, 2007 as Instrument No. 2007-0156329-00 of Official Records.
In Favor of: Peter Panagopoulos and Heather Panagopoulos husband and wife as joint tenants
Affects: Parcel One:

The Northerly 3 feet, front and rear measurements, of said Lots 13 and 16

Parcel Two:

The Easterly 2 feet of the Northerly 6 feet of said lot 16.

Excepting from Parcel Two: That portion thereof lying within Parcel One above.
6. The terms and provisions contained in the document entitled "Grant Deed" recorded March 15, 2011 as Instrument No. 2011-0054794-00, 2011-0054795-00 and 2011-0054796-00 of Official Records.
7. Rights of parties in possession.

Prior to the issuance of any policy of title insurance, the Company will require:

8. With respect to the City of Antioch, a municipal corporation:
 - a. A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile.
 - b. A certified copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
 - c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. According to the latest available equalized assessment roll in the office of the county tax assessor, there is located on the land a(n) Commercial Structure known as 101 I Street, Antioch, California.
2. We find no open deeds of trust. Escrow please confirm before closing.
3. According to the public records, there has been no conveyance of the land within a period of twenty four months prior to the date of this report, except as follows:

A document recorded March 15, 2011 as Instrument No. 2011-0054794-00 of Official Records.

From: The Antioch Development Agency, a public body, corporate and politic,
of the State of California

To: City of Antioch, a municipal corporation

A document recorded March 15, 2011 as Instrument No. 2011-0054795-00 of Official Records.

From: The Antioch Development Agency, a public body, corporate and politic,
of the State of California

To: The City of Antioch, a municipal corporation

A document recorded March 15, 2011 as Instrument No. 2011-0054796-00 of Official Records.

From: The Antioch Development Agency, a public body, corporate and politic,
of the State of California

To: The City of Antioch, a municipal corporation

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

WIRING INSTRUCTIONS

PAYABLE TO: FIRST AMERICAN TITLE COMPANY
BANK: First American Trust, FSB
ADDRESS: 5 First American Way, Santa Ana, CA 92707
ACCOUNT NO: 3004780000
ROUTING NUMBER: 122241255

PLEASE REFERENCE THE FOLLOWING:

CUSTOMER NAME:
FILE NUMBER: 0714-3761889 (SB)
ATTENTION: STACEY BARRACK

PLEASE USE THE ABOVE INFORMATION WHEN WIRING FUNDS TO **FIRST AMERICAN TITLE COMPANY. FUNDS MUST BE WIRED FROM A UNITED STATES BANK.** PLEASE NOTIFY **STACEY BARRACK** AT (925)240-9901 OR sbarrack@firstam.com WHEN YOU HAVE TRANSMITTED YOUR WIRE. FAX NUMBER: (866)407-2081

FIRST AMERICAN TRUST CONTACT INFO: Banking Services 1-877-600-9473

**ALL WIRES WILL BE RETURNED IF THE FILE NUMBER
AND/OR NAME(S) ARE NOT INCLUDED**

First American Title

Order Number: **0714-3761889**

Page Number: 6

LEGAL DESCRIPTION

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

PARCEL ONE:

LOTS 7, 8, 9, 10, 11 AND 12, BLOCK 1, TOWN OF ANTIOCH, AS PER MAPS THEREOF ON FILE IN THE OFFICE OF THE RECORDER OF THE COUNTY OF CONTRA COSTA.

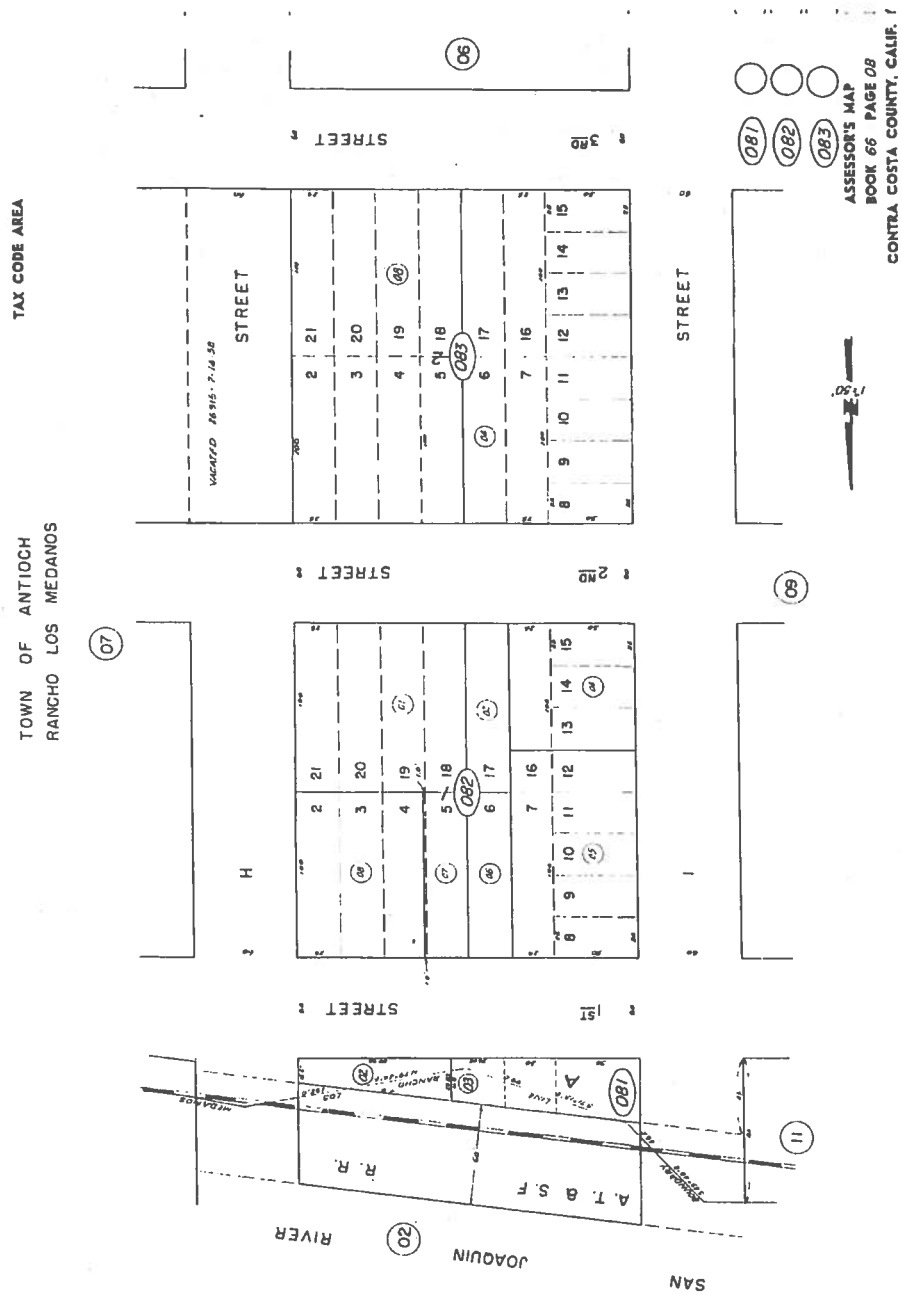
PARCEL TWO:

THE NORTH ½ OF THE NORTH ½ OF LOT 16, BLOCK 1, TOWN OF ANTIOCH, AS PER MAPS THEREOF ON FILE IN THE OFFICE OF THE RECORDER OF THE COUNTY OF CONTRA COSTA.

APN: 066-082-005-1

First American Title

Order Number: 0714-3761889
Page Number: 7



NOTICE

First American Title

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

If you have any questions about the effect of this new law, please contact your local First American Office for more details.

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy; or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

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**3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant, (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

**5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

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1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy;
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy); or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
(i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
(ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
(iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
(a) to timely record the instrument of transfer; or
(b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance

- resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
 3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
 4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**10. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL
TITLE INSURANCE POLICY - 1987
EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

* land use	* land division
* improvements on the land	* environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
 - * a notice of exercising the right appears in the public records on the Policy Date
 - * the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.
3. Title Risks:
 - * that are created, allowed, or agreed to by you
 - * that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
 - * that result in no loss to you
 - * that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - * to any land outside the area specifically described and referred to in Item 3 of Schedule A, or
 - * in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

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11. EAGLE PROTECTION OWNER'S POLICY**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 2008
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 2008**

Covered Risks 16 (Subdivision Law Violation), 18 (Building Permit), 19 (Zoning) and 21 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building
 - b. zoning
 - c. land use
 - d. improvements on the land
 - e. land division
 - f. environmental protection

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

12. THIRD GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (1/01/08)**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions, or location of any improvement erected on the Land; (iii) the subdivision of land; or (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

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- (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing business laws of the state where the Land is situated.
 - 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
 - 6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
 - 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
 - 8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

13. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
- 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
- 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

14. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006

WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 13 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

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1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

**15. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

**16. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 15 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

First American Title



First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

2. Exception_04_7581_986

AUG - 1 1975 7581 1 986
69311 RECORDED AT REQUEST OF
City of Antioch

AUG - 1 1975
AT 4:30 O'CLOCK P. M.
CONTRA COSTA COUNTY RECORDS
J. R. OLSON
COUNTY RECORDER
FEE 0.00

NOTICE

PLEASE TAKE NOTICE THAT THE CITY OF ANTIOCH AND THE ANTIOCH DEVELOPMENT AGENCY HAVE INSTITUTED PROCEEDINGS PURSUANT TO THE CALIFORNIA REDEVELOPMENT LAW (SECTION 33000 ET SEQ. OF THE HEALTH & SAFETY CODE) FOR THE REDEVELOPMENT OF THE ANTIOCH DEVELOPMENT AGENCY PROJECT AREA. SAID PROJECT AREA IS MORE PARTICULARLY DESCRIBED IN THE EXHIBIT MARKED EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

ATTEST:

SEAL AFFIXED

Dorothy P. Marks
Dorothy P. Marks, Secretary
Antioch Development Agency

EXHIBIT "A"

PROJECT AREA
BOUNDARY DESCRIPTION

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Beginning at the most northerly boundary corner of the City of Antioch; thence generally south along the West boundary to a point on the north line of State Highway 4 and its intersection with the east line of the Los Medanos Wasteway; thence southerly along said east line to the south line of Delta Fair Boulevard; thence easterly along said south line to the northwest corner of Parcel 74-123-04; thence southerly and easterly along the west and south boundaries of said parcel to the west line of Fairview Drive; thence southerly along said west line to the north line of Parcel 74-123-05; thence westerly along said north line to the north line of a 100 foot East Bay Municipal Utility District right-of-way; thence westerly along said north line to the east line of said Los Medanos Wasteway; thence southerly along said east line to the south line of Buchanan Road; thence easterly along said south line to the northwest corner of Parcel 75-010-07; thence southerly and easterly along south and west boundaries of said parcel to the center line of Somersville Road; thence southerly along said center line to a point on the southwest line of the Contra Costa Canal, said point being on the boundary of the City of Antioch; thence southerly, easterly, and northerly along said boundary to said southwest line of the Contra Costa Canal; thence northerly along said southwest line to the east line of Markley Creek; thence northeasterly along said east line to the west line of Parcel 76-030-068; thence southerly, easterly, and northerly along the west, south, and east boundary lines of said parcel to the east line of Markley Creek; thence northeasterly along said east line to the north line of Mahogany Way; thence westerly along said north line to the southwest corner of Parcel 74-370-008; thence northerly along the west line of said parcel to the south line of Sycamore Drive; thence easterly along said south line to the northeast corner of said Parcel 74-370-008; thence northerly across Sycamore Drive and along the east boundary of Parcel 74-370-004 to the south line of the Southern Pacific Railroad; thence easterly along the Southern Pacific Railroad to a point which is south of the southwest corner of Parcel 74-321-002; thence northwesterly along the south line of Fairview Terrace subdivision to the southeast corner of Parcel 74-180-003; thence along the southeast boundary of said parcel to the north line of West 18th Street; thence along said north line to the southeast corner of Parcel 74-171-003; thence along the west line of the Fairview Terrace subdivision to a point on the south line of Parcel 74-160-001; thence easterly along the north line of Parcel 74-160-008 and Parcel 74-334-027 to the northwest corner of said Parcel 74-334-027; thence north along the east line of Parcel 74-334-026 and Parcel 74-334-015 to the south line of 10th Street; thence easterly along the south line of 10th Street to the west line of Parcel 67-021-001; thence southerly and easterly along the boundary of said parcel and Parcel 67-021-002 and across "L" Street to the east line; thence south to the southwest corner of Parcel 67-022-002; thence easterly along the north line of Loma Lane to the east line of "H" Street; thence northerly to the northwest corner of Parcel 67-050-016; thence easterly to the east line of "G" Street; thence southerly to the southwest corner of Parcel 67-060-001; thence easterly and northerly along said boundary to the south line of 10th Street; thence westerly to a point which is south of the

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southeast corner of Parcel 66-207-014; thence northerly along the east line of Parcels 66-207-014 and 66-207-008 to the south line of 9th Street; thence west to the east line of "G" Street; thence northerly to the northwest corner of Parcel 66-203-014; thence westerly to the west line of "H" Street; thence southerly to the southeast corner of Parcel 66-205-008; thence westerly to the southeast corner of Parcel 66-217-007; thence along the boundary of said parcel northerly and westerly to the west line of "L" Street; thence southerly to the north line of 10th Street; thence westerly to the west line of "O" Street; thence northerly along "O" Street to the northeast corner of Parcel 74-130-043; thence westerly 150 feet; thence northerly to the south line of 6th Street; thence east to the east line of "H" Street; thence north to the south line of 4th Street; thence east to the east line of "L" Street; thence north to the northwest corner of Parcel 66-103-008; thence easterly to the southwest corner of Parcel 66-092-012; thence southerly to the south line of 3rd Street; thence easterly to the northeast corner of Parcel 66-107-009; thence south to the south line of Fourth Street; thence east to the northeast corner of Parcel 66-133-010; thence south to the southeast corner thereof; thence easterly to the east line of "I" Street to the west line of Parcel 66-141-006; thence southerly, easterly, and northerly along the west, south, and east boundary of said parcel to the northwest corner of parcel 66-141-005; thence easterly to the west line of "H" Street; thence southerly to the south line of 6th Street; thence easterly to the east line of "F" Street; thence northerly to the south line of 4th Street; thence easterly to the northeast corner of Parcel 66-144-009; thence northerly to the northwest corner of Parcel 66-057-004; thence easterly and along the north lines of Parcels 66-057-004, 66-057-003, 66-057-002, and 66-057-001 to the east line of "E" Street; thence northerly to the south line of 3rd Street; thence east to the west line of "C" Street; thence southerly to the south line of 4th Street; thence easterly to the west line of "B" Street; thence southerly to the south line of 6th Street; thence easterly to the northeast corner of Parcel 66-161-013; thence southerly to the north line of 8th Street; thence westerly to the southwest corner of Parcel 66-163-003; thence southerly to the north line of 9th Street; thence westerly to the west line of "B" Street; thence southerly to the north line of 10th Street; thence westerly to the southwest corner of Parcel 66-189-003; thence southerly and easterly along the boundary of Parcel 67-092-001, to the northeast corner of Parcel 67-092-003; thence southerly to the southeast corner of Parcel 67-093-016; thence westerly, southerly, and easterly along the north, west, and south boundary lines of Parcel 67-093-019 to the northwest corner of Parcel 67-102-067; thence southerly to the southwest corner of Parcel 67-102-052; thence easterly to the northeast corner of Parcel 67-102-007; thence southerly to the south side of 15th Street; thence easterly to the northeast corner of Parcel 67-103-026; thence southerly to the southeast corner thereof; thence southerly, easterly, southerly, and westerly along the eastern boundary lines of Parcel 67-103-017 to the northwest corner of Parcel 67-103-018; thence southerly to the south line of 17th Street; thence west and south along the boundary of Parcel 67-243-030 to the southwest corner thereof; thence westerly to the northwest corner of Parcel 67-243-006; thence southerly to the south line of 18th Street; thence westerly to the northwest corner of Parcel 67-246-008; thence southerly to the southwest corner thereof; thence westerly to the northeast corner of Parcel 67-262-002; thence southerly

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to the north line of 19th Street; thence westerly to the southwest corner of Parcel 67-261-004; thence northerly to the northwest corner thereof; thence westerly to the east line of "D" Street; thence southerly to the north line of 20th Street; thence easterly to the east line of "C" Street; thence northerly to the northwest corner of Parcel 67-263-004; thence easterly to the northeast corner of Parcel 67-263-001; thence southerly to the northwest corner of Parcel 67-251-010; thence easterly to the northeast corner of Parcel 67-251-009; thence southerly to the south line of 20th Street; thence easterly to the northeast corner of Parcel 67-252-007; thence southerly to the southeast corner thereof; thence westerly to the southwest corner of Parcel 67-252-001; thence northerly to the southeast corner of Parcel 67-266-007; thence westerly to the east line of "C" Street; thence north to the south line of 20th Street; thence westerly to the east line of "D" Street; thence southerly to the south line of Parcel 67-277-002; thence southeast to the northeast corner of Parcel 67-274-005; thence southerly to the south line of West Madison Street; thence easterly to the northwest corner of Parcel 67-275-023; thence southerly to the south line of Ross Avenue; thence west, south, and east along the boundary line of Parcel 67-282-029 to the northwest corner of Parcel 67-282-026; thence southerly to the south line of Texas Street; thence easterly to the west line of "A" Street; thence southerly to the north line of Drake Street; thence easterly to the southeast corner of Parcel 68-142-019; thence westerly and northerly along the boundary of subdivision Sunset Gardens to the south line of Brian Ave; thence easterly to the point south of the southeast corner of Parcel 68-132-036; thence northerly to the northeast corner of said parcel; thence easterly, northerly, and westerly along the boundary of Parcel 68-132-033 to the southeast corner of Parcel 68-132-037; thence northerly to the northeast corner of Parcel 68-131-037; thence easterly and northerly along the south and east boundary of Parcel 68-131-031, to the south line of Southern Pacific Railroad; thence along said south line northwesterly to the east line of "A" Street; thence northerly to the south line of 19th Street; thence easterly to the point which is south of the southeast corner of Parcel 68-011-034; thence northerly along the east boundary lines of Parcels 68-011-04 and 68-011-001 to the south line of E. 18th Street; thence easterly to the west line of Evergreen Avenue; thence southerly to the point which is west of the southwest corner of Parcel 68-017-010; thence easterly to the southeast corner thereof; thence northerly to the southwest corner of Parcel 68-041-002; thence easterly to the east line of Mainland Lane; thence northerly to the southwest corner of Parcel 68-041-011; thence easterly to the southeast corner of said parcel; thence southerly to the southwest corner of Parcel 68-041-013; thence easterly to the east line of Alpha Way; thence southerly to the southwest corner of Parcel 68-042-023; thence easterly to the southeast corner thereof; thence southerly to the southwest corner of Parcel 68-042-003; thence easterly to the east line of Crestwood Drive; thence northerly to the northwest corner of Parcel 68-043-011; thence easterly to the southeast corner of Parcel 68-046-034; thence northerly and easterly along the west and north boundary lines of Parcel 68-046-003 to the east line of Cavallo Road; thence north to the southwest corner of Parcel 68-051-015; thence easterly to the southeast corner of Parcel 68-051-019; thence southerly to the southwest corner of Parcel 68-051-042; thence easterly to the southwest corner of Parcel 68-051-024; thence northerly to the northwest

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corner of Parcel 68-051-037; thence easterly to the east line of Biglow Drive; thence northerly to the north line of E. 18th Street; thence easterly to the west line of Hillcrest Avenue; thence southerly along the west line of Hillcrest Avenue to a point which is west of the south west corner of Parcel 51-272-035; thence easterly and northerly along the south and east boundary of said parcel to the south line of E. 18th Street; thence easterly to the northeast corner of Parcel 51-272-006; thence southerly to the southeast corner of Parcel 51-242-005; thence westerly to the east line of Hillcrest Avenue, said line being the Antioch City Limits; thence along said Antioch City Limits line southerly, easterly, northerly, and westerly to the southeast corner of Parcel 51-263-019; thence westerly to the southwest corner of Parcel 51-265-035; thence westerly along the south lines of Parcels 51-120-022 and 51-120-023 to the southeast corner of Parcel 51-120-016; thence westerly to the east line of Hillcrest Avenue; thence northerly to a point which is east of the northeast corner of Parcel 65-262-024; thence westerly to the southeast corner of Parcel 65-262-027; thence westerly along the south line of Lake Alhambra subdivision to the southeast corner of Parcel 65-235-019; thence northerly to the south line of South Lake Drive; thence westerly to the west line of Alhambra Drive; thence southerly to the northeast corner of Parcel 65-142-023; thence along the boundary of said parcel westerly to the east line of Amber Drive; thence northerly to a point which is east of the southeast corner of Parcel 65-143-013; thence westerly to the southwest corner of Parcel 65-143-007; thence northerly to the north line of Amber Drive; thence westerly to the east line of Cavallo Road; thence northerly to a point which is east of the northeast corner of Parcel 65-151-037; thence westerly to the northwest corner thereof; thence southerly to the northeast corner of Parcel 65-151-002; thence westerly to the west line of Noia Avenue; thence southerly to the northeast corner of Parcel 65-152-043; thence westerly to the west line of Wisner Drive; thence northerly to the northeast corner of Parcel 65-152-027; thence westerly and southerly along the north and west lines of said parcel to the northeast corner of Parcel 65-161-001; thence westerly to the west line of Marie Avenue; thence northerly to the southeast corner of Parcel 65-164-012; thence westerly, northerly, and westerly along the boundary of Parcel 65-164-023 to the northwest corner thereof; thence northerly to the south line of East 16th Street; thence westerly to the northeast corner of Parcel 65-172-022; thence southerly to the southeast corner thereof; thence westerly to the north west corner of Parcel 65-172-027; thence southerly to the southeast corner of Parcel 65-172-007; thence westerly along the boundary lines of Parcels 65-172-024, 65-172-025, and 65-172-026 to the northwest corner of Parcel 65-172-028; thence northerly to the southeast corner of Parcel 65-183-009; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-007; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-006; thence westerly to the southwest corner of Parcel 65-183-004; thence northerly to the north line of East 16th Street; thence westerly to the southwest corner of Parcel 65-182-030; thence northerly to the northwest corner thereof; thence easterly to the southeast corner of Parcel 65-182-027; thence northerly to the northwest corner of Parcel 65-181-020; thence easterly to the southeast corner of Parcel 65-181-014; thence northerly and westerly along the east and north line of said parcel to the east line of "A" Street; thence northerly to the northwest corner of Parcel 65-181-016; thence easterly to the southeast

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corner of Parcel 65-075-002; thence northerly to the north line of E. 13th Street; thence easterly to the southeast corner of Parcel 65-071-009; thence northerly to the southeast corner of Parcel 65-064-005; thence westerly to "A" Street; thence northerly to the southwest corner of Parcel 65-061-000; thence easterly to the southeast corner thereof; thence northerly to the north line of Wilbur Avenue; thence easterly to the southeast corner of Parcel 66-164-007; thence northerly to the point on the south line of Parcel 66-164-010; thence westerly to the southwest corner of Parcel 66-164-013; thence northerly to the north line of 7th Street; thence easterly to the southeast corner of Parcel 66-162-008; thence northerly to a point on the south line of Parcel 66-162-011; thence easterly and northerly along the southerly and easterly boundaries of said parcel to the south line of 6th Street; thence northerly to the southeast corner of Parcel 66-032-018; thence northerly to the northeast corner thereof; thence easterly to the east line of the roadway described in Book 27 of Deeds at Page 475; thence southerly along the east line thereof to the northwest corner of Parcel 65-050-026; thence easterly to the northeast corner of Parcel 65-050-013; thence north, east, and south along the boundary of Parcel 65-050-006 to the northwest line of Parcel 65-050-005; thence easterly along the northerly and easterly property lines of Parcels 65-050-005, and 65-050-029, to the northeast corner of Parcel 65-050-029; thence southerly to the northerly most point of Parcel 65-050-017; thence southeasterly along the eastern boundary of said Parcel 65-050-017 to the north line of Wilbur Avenue; thence easterly along the north line of Wilbur Avenue to a point which is north of the west line of Marie Avenue; thence south to the south line of Wilbur Avenue, thence east to the northeast corner of Parcel 65-101-014; thence southerly to the northwest corner of Parcel 65-101-015; thence easterly to the northeast corner of Parcel 65-110-012, said corner being on the Antioch City Limits; thence along northerly, and westerly along said City of Antioch boundary to the point of beginning.

* * * * *

END OF DOCUMENT

3. Exception_04a_19990289937

17

OFFICE OF THE CITY CLERK



L. JOLENE MARTIN
City Clerk

Recording Requested by
and When Recorded Return to:

City Clerk
City of Antioch
P.O. Box 5007
Antioch, CA 94531-5007

CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 1999-0289937-00
M, NOV 01, 1999 15:02:03
FEE \$0.00
Ttl Pd \$0.00 Nbr-0000710007
lra/RB/1-17

**NOTICE OF ADOPTION OF AN AMENDMENT TO THE REDEVELOPMENT PLAN
FOR THE ANTIOCH REDEVELOPMENT PROJECT**

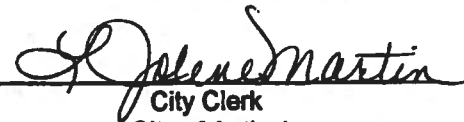
NOTICE IS HEREBY GIVEN that the City Council of the City of Antioch adopted Ordinance NO. 963-C-S and 964-C-S on October 26, 1999, approving and adopting the Amendment to the Redevelopment Plan for the Antioch Redevelopment Project.

A legal description of the boundaries of the Project Area is attached hereto as Exhibit A and incorporated herein by reference.

Proceeding for the redevelopment of the Project Area, as amended, have been instituted under the California Community Redevelopment Law (Health and Safety Code Section 3300 et seq.).

Filed for recordation with the County Recorder of Contra Costa County by order of the City Council of the City of Antioch, California.

Dated: October 29, 1999


City Clerk
City of Antioch

Attachment

289937

ORDINANCE NO. 963-C-S

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF ANTIOCH ESTABLISHING AND AMENDING
CERTAIN LIMITATIONS WITH RESPECT TO THE
REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT**

WHEREAS, the City Council of the City of Antioch (the "City Council") adopted Ordinance No. 290-C-S on July 15, 1975, approving and adopting the Redevelopment Plan (the "Redevelopment Plan") for the Antioch Redevelopment Project (the "Project"); and

WHEREAS, on April 10, 1979, the City Council adopted Ordinance No. 398-C-S, approving and adopting an amendment to the Redevelopment Plan; and

WHEREAS, on November 12, 1986, the City Council adopted Ordinance No. 653-C-S, establishing certain limitations with respect to the Redevelopment Plan; and

WHEREAS, the Antioch Development Agency (the "Agency") has been designated as the official redevelopment agency in the City of Antioch to carry out the functions and requirements of the Community Redevelopment Law of the State of California (Health and Safety Code Section 33000 et seq.) and to implement the Redevelopment Plan; and

WHEREAS, Section 33333.6 of the Community Redevelopment Law requires that every redevelopment plan adopted on or before December 31, 1993, contain certain limitations: (1) if the plan contains the provisions set forth in Section 33670 of the Community Redevelopment Law ("tax increment authority"), a time limit on the establishing of loans, advances and indebtedness which shall not exceed 20 years from the adoption of the redevelopment plan or January 1, 2004, whichever is later; (2) a time limit on the effectiveness of the redevelopment plan which shall not exceed 40 years from the adoption of the redevelopment plan or January 1, 2009, whichever is later; and (3) a time limit on the repayment of indebtedness which shall not exceed 10 years from the termination of the effectiveness of the redevelopment plan; and

WHEREAS, Section 33333.6 further provides that a redevelopment plan adopted prior to January 1, 1994, may be amended by the legislative body by adoption of an

STATE OF CALIFORNIA
County of Contra Costa
City of Antioch

I, L. JoJene Martin, City Clerk in and for said City of Antioch, County of Contra Costa, State of California, do hereby certify under penalty of perjury that the hereto attached and foregoing paper is a full, true and correct copy of Ordinance No. 963-C-5 now on file in this office of said city.

WITNESS, my hand, and Official Seal, this 29th day of October 19 99

L. JoJene Martin
City Clerk, City of Antioch
Contra Costa County, California

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ordinance on or after January 1, 1999, but on or before December 31, 1999, provided that the redevelopment plan as so amended does not exceed the terms provided in that section; and

WHEREAS, Ordinance No. 653-C-S established a time limit for incurring indebtedness that exceeds the maximum permitted by subdivision (a) of Health and Safety Code Section 33333.6 and, therefore, should be amended; and

WHEREAS, the Redevelopment Plan contains an ambiguous termination date for the Redevelopment Plan that should be clarified; and

WHEREAS, a time limit for repayment of indebtedness in accord with Health and Safety Code Section 33333.6 should be established;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANTIOCH DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. A new sentence is hereby added to the end of the last paragraph of subsection 1 of Section 1201 of the Redevelopment Plan to read as follows:

"The Agency shall not establish or incur loans, advances or indebtedness to finance, in whole or in part, the Project after January 1, 2004."

SECTION 2. The existing sentence in Section 406 of the Redevelopment Plan is hereby deleted and replaced by the following:

"Except for the nondiscrimination and nonsegregation provisions that shall run in perpetuity, the provisions of this Plan shall be effective, and the provisions of other documents formulated pursuant to this Plan may be made effective, for forty (40) years from the date of adoption of this Plan. Based upon the date of adoption of the Redevelopment Plan, the effectiveness of the Redevelopment Plan shall terminate on July 15, 2015."

SECTION 3. The Agency shall not pay indebtedness or receive property taxes pursuant to Health and Safety Code Section 33670 after ten (10) years from the termination of the effectiveness of the Redevelopment Plan, as established in Section 2 of this Ordinance. Based upon the termination date established in Section 2 of this Ordinance, the Agency shall not pay indebtedness or receive property taxes pursuant to Section 33670 after July 15, 2025.

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SECTION 4. Ordinance Nos. 290-C-S, 398-C-S and 653-C-S are continued in full force and effect as amended by this Ordinance.

SECTION 5. The City Clerk is hereby directed to send a certified copy of this Ordinance to the Agency.

SECTION 6. Severability. If any part of this Ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance, and this City Council hereby declares that it would have passed the remainder of this Ordinance if such invalid portion thereof had been deleted.

SECTION 7. Publication. The City Clerk is hereby ordered and directed to cause this Ordinance to be published once in *The Ledger Dispatch*, a newspaper of general circulation, published and circulated in the City of Antioch.

SECTION 8. This ordinance shall be in full force and effect thirty (30) days after its passage.

* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch, held on the 28th day of September, 1999, and passed and adopted at a regular meeting thereof, held on the 26th day of October, 1999.

AYES: Council Members Freitas, Soliz, Davis, and Mayor Rocha.

NOES: Council Member Sudario.

ABSENT: None.

s/ Mary Helen Rocha
MAYOR OF THE CITY OF ANTIOCH

ATTEST:

s/ L. Jolene Martin
CITY CLERK OF THE CITY OF ANTIOCH


STATE OF CALIFORNIA
County of Contra Costa

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City of Antioch

I, L. Jolene Martin, City Clerk in and for said City of Antioch, County of Contra Costa, State of California, do hereby certify under penalty of perjury that the hereto attached and foregoing paper is a full, true and correct copy of Ordinance No. 964-C-S now on file in this office of said city.

WITNESS, my hand, and Official Seal, this 29th day of October 19 99


City Clerk, City of Antioch
Contra Costa County, California

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ORDINANCE NO. 964-C-S
AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF ANTIOCH, CALIFORNIA, AMENDING
ORDINANCE NOS. 290-C-S, 398-C-S, 653-C-S AND
APPROVING AND ADOPTING AN AMENDMENT
TO THE REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT

WHEREAS, the City Council of the City of Antioch (the "City Council") adopted Ordinance No. 290-C-S on July 15, 1975, approving and adopting the Redevelopment Plan (the "Redevelopment Plan") for the Antioch Redevelopment Project (the "Project") and adopted Ordinance No. 398-C-S on April 10, 1979, Ordinance No. 653-C-S on November 12, 1986, and Ordinance No. 963-C-S, on October 26, 1999, amending the Redevelopment Plan; and

WHEREAS, the City Council has received from the Antioch Development Agency (the "Agency") a proposed amendment (the "Amendment") to the Redevelopment Plan, a copy of which is on file at the office of the Agency and at the office of the City Clerk, both at City Hall, Third and H Streets, Antioch, California, together with the Report of the Agency to the City Council on the proposed Amendment, including: (1) the reasons for amending the Redevelopment Plan; (2) the report and recommendations of the Planning Commission of the City of Antioch (the "Planning Commission"); and (3) the Negative Declaration; and

WHEREAS, the proposed Amendment would re-establish the time period within which the Agency can exercise its eminent domain authority and make certain other minor, technical amendments to bring the Redevelopment Plan into conformity with the current Community Redevelopment Law (Health and Safety Code Section 33000 et seq.); and

WHEREAS, by Resolution No. 99-19, adopted on August 18, 1999, the Planning Commission has reported that the Redevelopment Plan, as it is proposed to be amended by the Amendment, conforms to the General Plan of the City of Antioch and has recommended approval of the proposed Amendment; and

WHEREAS, a Negative Declaration was prepared on the proposed Amendment in accordance with the California Environmental Quality Act (Public Resources Code Section 21000 et seq.), the Guidelines for Implementation of the California

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Environmental Quality Act (14 Cal. Code Regs. Section 15000 et seq.), and environmental procedures adopted by the Agency pursuant thereto; and

WHEREAS, the Agency and the City Council have reviewed and considered the Negative Declaration on the proposed Amendment and have each approved the Negative Declaration; and

WHEREAS, the City Council and the Agency held a joint public hearing on September 28, 1999, on the adoption of the Amendment and approval of the Negative Declaration on the Amendment in the City Council Chambers, Third and H Streets, Antioch, California; and

WHEREAS, a notice of said hearing was duly and regularly published in *The Ledger Dispatch*, a newspaper of general circulation in the City of Antioch, once a week for three successive weeks prior to the date of said hearing, and a copy of said notice and affidavit of publication are on file with the City Clerk and the Agency; and

WHEREAS, copies of the notice of joint public hearing and a statement concerning acquisition of property by the Agency were mailed to the last known address of each assessee of each parcel of land in the Project Area, as shown on the last equalized assessment roll of the County of Contra Costa; and

WHEREAS, copies of the notice of joint public hearing were mailed to each business and resident in the Project Area; and

WHEREAS, copies of the notice of joint public hearing were mailed by certified mail with return receipt requested to the governing body of each taxing agency that receives taxes from property in the Project Area; and

WHEREAS, the City Council has considered the Report of the Agency, the report and recommendations of the Planning Commission, the proposed Amendment and the Negative Declaration; has provided an opportunity for all persons to be heard; and has received and considered all evidence and testimony presented for or against any and all aspects of the proposed Amendment;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANTIOCH DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The purpose and intent of the City Council with respect to the Amendment is to promote the full and effective implementation of the Redevelopment

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Plan for the Antioch Redevelopment Project by re-establishing, for an additional twelve (12) years, the Agency's power to acquire property by eminent domain. Implementation of the Redevelopment Plan will serve to eliminate blight and improve the physical and economic conditions in the Project Area.

SECTION 2. The City Council hereby finds and determines that:

(a) Remaining blight exists within the Project Area, the redevelopment of which is necessary to effectuate the public purposes in the Community Redevelopment Law. This finding is based upon the facts set forth in the Agency's Report to the City Council, particularly the descriptions of deterioration, stagnated or decreased property values, vacancy rates, low lease rates, asbestos and other blighting conditions.

(b) It is necessary and desirable to amend the Redevelopment Plan in the manner set forth in the proposed Amendment in order to carry out the redevelopment of the Project Area and make possible the achievement of the goals and objectives of the Redevelopment Plan. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that, without eminent domain authority, the Agency will not be able to assemble sites and eliminate remaining blight within the Project Area.

(c) The proposed Amendment will aid in the redevelopment of the Project Area in conformity with the Community Redevelopment Law and in the interests of the public peace, health, safety and welfare. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that implementation of the Redevelopment Plan will serve to eliminate remaining blight and improve physical and economic conditions in the Project Area and that eminent domain authority is necessary for the full and effective implementation of the Redevelopment Plan.

(d) The Redevelopment Plan, as it is proposed to be amended by the Amendment, is consistent with the General Plan of the City of Antioch. This finding is based upon the findings of the Planning Commission set forth in Resolution No. 99-19, adopted on August 18, 1999, a copy of which is included in the Agency's Report to the City Council.

(e) The carrying out of the Redevelopment Plan, as it is proposed to be amended by the Amendment, will promote the public peace, health, safety and welfare of the City of Antioch and will effectuate the purposes and policy of the

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Community Redevelopment Law. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that redevelopment, as contemplated by the Redevelopment Plan, will benefit the Project Area by authorizing the Agency to assemble sites for redevelopment to correct the significant blight remaining in the Project Area.

(f) The condemnation of real property within the Project Area, as provided for in the proposed Amendment, is necessary to the execution of the Redevelopment Plan, and adequate provisions have been made for the payment for property to be acquired as provided by law. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that, without eminent domain authority, certain sites within the Project Area could not be assembled for redevelopment. This finding is further based on the fact that, in connection with the acquisition of property by the Agency, the Agency will comply with all applicable provisions of the California Eminent Domain Law (Code of Civil Procedure Section 1230.010 et seq.) and the California Relocation and Real Property Acquisition Law (Government Code Section 7260 et seq.), including provisions requiring the payment of just compensation.

(g) The elimination of blight and the redevelopment of the Project Area could not reasonably be expected to be accomplished by private enterprise acting alone without the aid and assistance of the Agency. This finding is based upon the facts that, because of the higher costs and more significant risks associated with development of blighted areas, individual developers are unable and unwilling to invest in blighted areas without substantial public assistance; that funds of other public sources and programs are insufficient to eliminate the blighting conditions; and that, without the Agency's use of eminent domain, sites could not be assembled for redevelopment.

(h) The time limitation in the Redevelopment Plan regarding the Agency's eminent domain authority, as amended by the Amendment, is reasonably related to the proposed projects to be implemented in the Project Area and the ability of the Agency to eliminate blight within the Project Area. This finding is based upon the fact that Section 33333.4 of the Community Redevelopment Law provides that a time limit, not to exceed 12 years from the adoption of the Redevelopment Plan, may be established for commencement of eminent domain proceedings to acquire property within the Project Area and that said time limit may be extended by amendment of the Redevelopment Plan.

SECTION 3. In order to implement and facilitate the effectuation of the proposed Amendment, certain official actions must be taken by the City Council; accordingly, the

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City Council hereby: (a) pledges its cooperation in helping to carry out the Redevelopment Plan, as amended by the Amendment; (b) directs the various officials, departments, boards and agencies of the City of Antioch having administrative responsibilities in the Project Area likewise to cooperate to such end and to exercise their respective functions and powers in a manner consistent with the Redevelopment Plan, as amended by the Amendment; (c) stands ready to consider and take appropriate action on proposals and measures designed to effectuate the Redevelopment Plan, as amended by the Amendment; and (d) declares its intention to undertake and complete any proceedings, including the expenditure of moneys, necessary to be carried out by the City under the provisions of the Redevelopment Plan, as amended by the Amendment.

SECTION 4. The Council is satisfied that written objections, if any, received before or at the noticed public hearing have been responded to in writing. In addition, written findings have been adopted in response to each written objection, if any, of an affected property owner or taxing entity filed with the City Clerk either before or at the noticed public hearing.

SECTION 5. The Redevelopment Plan, as adopted and amended by Ordinance Nos. 290-C-S, 398-C-S, 653-C-S and 963-C-S, is hereby further amended as set forth in the "Amendment to the Redevelopment Plan for the Antioch Redevelopment Project," attached hereto. As so amended, the Redevelopment Plan is incorporated by reference herein. The Executive Director of the Agency is hereby authorized to combine the Redevelopment Plan, as amended by the Amendment, into a single document, and said document, when filed with the City Clerk and the Secretary of the Agency, shall constitute the official Redevelopment Plan for the Antioch Redevelopment Project.

SECTION 6. Ordinance Nos. 290-C-S, 398-C-S, 653-C-S and 963-C-S, are continued in full force and effect as amended by this Ordinance.

SECTION 7. The City Clerk is hereby directed to send a certified copy of this Ordinance to the Agency, and the Agency is hereby vested with the responsibility for carrying out the Redevelopment Plan, as amended by the Amendment.

SECTION 8. The City Clerk is hereby directed to record with the County Recorder of Contra Costa County a notice of the approval and adoption of the Amendment pursuant to this Ordinance, containing a statement that proceedings for the redevelopment of the Project Area pursuant to the Redevelopment Plan, as amended by the Amendment, have been instituted under the Community Redevelopment Law.

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SECTION 9. The City Clerk is hereby ordered and directed to certify to the passage of this Ordinance and to cause the same to be published once in *The Ledger Dispatch*, a newspaper of general circulation, published and circulated in the City of Antioch.

SECTION 10. If any part of this Ordinance, or the Amendment that it approves, is held to be invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance or of the Amendment, and this City Council hereby declares that it would have passed the remainder of the Ordinance, or approved the remainder of the Amendment, if such invalid portion thereof had been deleted.

SECTION 11. Effective Date. This Ordinance shall be in full force and effect thirty (30) days after its adoption.

* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch, held on the 28th day of September, 1999, and passed and adopted at a regular meeting thereof, held on the 26th day of October, 1999.

AYES: Council Members Freitas, Soliz, Davis, and Mayor Rocha.

NOES: Council Member Sudario.

ABSENT: None.

s/ Mary Helen Rocha
MAYOR OF THE CITY OF ANTIOCH

ATTEST:

s/ L. Jolene Martin
CITY CLERK OF THE CITY OF ANTIOCH

EXHIBIT "A"

PROJECT AREA
BOUNDARY DESCRIPTION

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Beginning at the most northerly boundary corner of the City of Antioch; thence generally south along the West boundary to a point on the north line of State Highway 4 and its intersection with the east line of the Los Medanos Wasteway; thence southerly along said east line to the south line of Delta Fair Boulevard; thence easterly along said south line to the northwest corner of Parcel 74-123-04; thence southerly and easterly along the west and south boundaries of said parcel to the west line of Fairview Drive; thence southerly along said west line to the north line of Parcel 74-123-05; thence westerly along said north line to the north line of a 100 foot East Bay Municipal Utility District right-of-way; thence westerly along said north line to the east line of said Los Medanos Wasteway; thence southerly along said east line to the south line of Buchanan Road; thence easterly along said south line to the northwest corner of Parcel 75-010-07; thence southerly and easterly along south and west boundaries of said parcel to the center line of Somersville Road; thence southerly along said center line to a point on the southwest line of the Contra Costa Canal, said point being on the boundary of the City of Antioch; thence southerly, easterly, and northerly along said boundary to said southwest line of the Contra Costa Canal; thence northerly along said southwest line to the east line of Markley Creek; thence northeasterly along said east line to the west line of Parcel 76-030-068; thence southerly, easterly, and northerly along the west, south, and east boundary lines of said parcel to the east line of Markley Creek; thence northeasterly along said east line to the north line of Mahogany Way; thence westerly along said north line to the southwest corner of Parcel 74-370-008; thence northerly along the west line of said parcel to the south line of Sycamore Drive; thence easterly along said south line to the northeast corner of said Parcel 74-370-008; thence northerly across Sycamore Drive and along the east boundary of Parcel 74-370-004 to the south line of the Southern Pacific Railroad; thence easterly along the Southern Pacific Railroad to a point which is south of the southwest corner of Parcel 74-321-002; thence northwesterly along the south line of Fairview Terrace subdivision to the southeast corner of Parcel 74-180-003; thence along the southeast boundary of said parcel to the north line of West 18th Street; thence along said north line to the southeast corner of Parcel 74-171-003; thence along the west line of the Fairview Terrace subdivision to a point on the south line of Parcel 74-160-001; thence easterly along the north line of Parcel 74-160-008 and Parcel 74-334-027 to the northeast corner of said Parcel 74-334-027; thence north along the east line of Parcel 74-334-026 and Parcel 74-334-015 to the south line of 10th Street; thence easterly along the south line of 10th Street to the west line of Parcel 67-021-001; thence southerly and easterly along the boundary of said parcel and Parcel 67-021-002 and across "L" Street to the east line, thence south to the southwest corner of Parcel 67-022-002; thence easterly along the north line of Loma Lane to the east line of "H" Street; thence northerly to the northwest corner of Parcel 67-050-016; thence easterly to the east line of "G" Street; thence southerly to the southwest corner of Parcel 67-060-001; thence easterly and northerly along said boundary to the south line of 10th Street; thence westerly to a point which is south of the

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southeast corner of Parcel 66-207-014; thence northerly along the east line of Parcels 66-207-014 and 66-207-008 to the south line of 9th Street; thence west to the east line of "G" Street; thence northerly to the northwest corner of Parcel 66-203-014; thence westerly to the west line of "H" Street; thence southerly to the southeast corner of Parcel 66-205-008; thence westerly to the southeast corner of Parcel 66-217-007; thence along the boundary of said parcel northerly and westerly to the west line of "L" Street; thence southerly to the north line of 10th Street; thence westerly to the west line of "O" Street; thence northerly along "O" Street to the northeast corner of Parcel 74-130-043; thence westerly 150 feet; thence northerly to the south line of 6th Street; thence east to the east line of "M" Street; thence north to the south line of 4th Street; thence east to the east line of "L" Street; thence north to the northwest corner of Parcel 66-103-008; thence easterly to the southwest corner of Parcel 66-092-012; thence southerly to the south line of 3rd Street; thence easterly to the northeast corner of Parcel 66-107-009; thence south to the south line of Fourth Street; thence east to the northeast corner of Parcel 66-133-010; thence south to the southeast corner thereof; thence easterly to the east line of "I" Street to the west line of Parcel 66-141-006; thence southerly, easterly, and northerly along the west, south, and east boundary of said parcel to the northwest corner of parcel 66-141-005; thence easterly to the west line of "H" Street; thence southerly to the south line of 6th Street; thence easterly to the east line of "F" Street; thence northerly to the south line of 4th Street; thence easterly to the northeast corner of Parcel 66-144-009; thence northerly to the northwest corner of Parcel 66-057-004; thence easterly and along the north lines of Parcels 66-057-004, 66-057-003, 66-057-002, and 66-057-001 to the east line of "E" Street; thence northerly to the south line of 3rd Street; thence east to the west line of "C" Street; thence southerly to the south line of 4th Street; thence easterly to the west line of "B" Street; thence southerly to the south line of 6th Street; thence easterly to the northeast corner of Parcel 66-161-013; thence southerly to the north line of 8th Street; thence westerly to the southwest corner of Parcel 66-163-003; thence southerly to the north line of 9th Street; thence westerly to the west line of "B" Street; thence southerly to the north line of 10th Street; thence westerly to the southwest corner of Parcel 66-189-003; thence southerly and easterly along the boundary of Parcel 67-092-001, to the northeast corner of Parcel 67-092-003; thence southerly to the southeast corner of Parcel 67-093-016; thence westerly, southerly, and easterly along the north, west, and south boundary lines of Parcel 67-093-019 to the northwest corner of Parcel 67-102-067; thence southerly to the southwest corner of Parcel 67-102-052; thence easterly to the northeast corner of Parcel 67-102-007; thence southerly to the south side of 15th Street; thence easterly to the northeast corner of Parcel 67-103-026; thence southerly to the southeast corner thereof; thence southerly, easterly, southerly, and westerly along the eastern boundary lines of Parcel 67-103-017 to the northwest corner of Parcel 67-103-018; thence southerly to the south line of 17th Street; thence west and south along the boundary of Parcel 67-243-030 to the southwest corner thereof; thence westerly to the northwest corner of Parcel 67-243-006; thence southerly to the south line of 18th Street; thence westerly to the northwest corner of Parcel 67-246-008; thence southerly to the southwest corner thereof; thence westerly to the northeast corner of Parcel 67-262-002; thence southerly

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to the north line of 19th Street; thence westerly to the southwest corner of Parcel 67-261-004; thence northerly to the northwest corner thereof; thence westerly to the east line of "D" Street; thence southerly to the north line of 20th Street; thence easterly to the east line of "C" Street; thence northerly to the northwest corner of Parcel 67-263-004; thence easterly to the northeast corner of Parcel 67-263-001; thence southerly to the northwest corner of Parcel 67-251-010; thence easterly to the northeast corner of Parcel 67-251-009; thence southerly to the south line of 20th Street; thence easterly to the northeast corner of Parcel 67-252-007; thence southerly to the southeast corner thereof; thence westerly to the southwest corner of Parcel 67-252-001; thence northerly to the southeast corner of Parcel 67-266-007; thence westerly to the east line of "C" Street; thence north to the south line of 20th Street; thence westerly to the east line of "D" Street; thence southerly to the south line of Parcel 67-277-002; thence southeast to the northeast corner of Parcel 67-274-005; thence southerly to the south line of West Madison Street; thence easterly to the northwest corner of Parcel 67-275-023; thence southerly to the south line of Rossi Avenue; thence west, south, and east along the boundary line of Parcel 67-282-029 to the northwest corner of Parcel 67-232-026; thence southerly to the south line of Texas Street; thence easterly to the west line of "A" Street; thence southerly to the north line of Drake Street; thence easterly to the southeast corner of Parcel 63-142-019; thence westerly and northerly along the boundary of subdivision Sunset Gardens to the south line of Brian Ave; thence easterly to the point south of the southeast corner of Parcel 68-132-036; thence northerly to the northeast corner of said parcel; thence easterly, northerly, and westerly along the boundary of Parcel 68-132-033 to the southeast corner of Parcel 68-132-037; thence northerly to the northeast corner of Parcel 68-131-037; thence easterly and northerly along the south and east boundary of Parcel 68-131-031, to the south line of Southern Pacific Railroad; thence along said south line northwesterly to the east line of "A" Street; thence northerly to the south line of 19th Street; thence easterly to the point which is south of the southeast corner of Parcel 68-011-034; thence northerly along the east boundary lines of Parcels 68-011-034 and 68-011-001 to the south line of E. 18th Street; thence easterly to the west line of Evergreen Avenue; thence southerly to the point which is west of the southwest corner of Parcel 68-017-010; thence easterly to the southeast corner thereof; thence northerly to the south west corner of Parcel 68-041-002; thence easterly to the east line of Helmuth Lane; thence northerly to the southwest corner of Parcel 68-041-011; thence easterly to the southeast corner of said parcel; thence southerly to the southwest corner of Parcel 68-041-013; thence easterly to the east line of Alpha Way; thence southerly to the southwest corner of Parcel 68-042-023; thence easterly to the southeast corner thereof; thence southerly to the southwest corner of Parcel 68-042-003; thence easterly to the east line of Crestwood Drive; thence northerly to the northwest corner of Parcel 68-043-011; thence easterly to the southeast corner of Parcel 68-046-034; thence northerly and easterly along the west and north boundary lines of Parcel 68-046-003 to the east line of Cavallo Road; thence north to the southwest corner of Parcel 68-051-015; thence easterly to the southeast corner of Parcel 68-051-019; thence southerly to the southwest corner of Parcel 68-051-042; thence easterly to the southwest corner of Parcel 68-051-024; thence northerly to the northwest

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corner of Parcel 68-051-037; thence easterly to the east line of Biglow Drive; thence northerly to the north line of E. 18th Street; thence easterly to the west line of Hillcrest Avenue; thence southerly along the west line of Hillcrest Avenue to a point which is west of the south west corner of Parcel 51-272-035; thence easterly and northerly along the south and east boundary of said parcel to the south line of E. 18th Street; thence easterly to the northeast corner of Parcel 51-272-006; thence southerly to the southeast corner of Parcel 51-242-005; thence westerly to the east line of Hillcrest Avenue, said line being the Antioch City Limits; thence along said Antioch City Limits line southerly, easterly, northerly, and westerly to the southeast corner of Parcel 51-263-019; thence westerly to the southwest corner of Parcel 51-265-035; thence westerly along the south lines of Parcels 51-120-022 and 51-120-023 to the southeast corner of Parcel 51-120-016; thence westerly to the east line of Hillcrest Avenue; thence northerly to a point which is east of the northeast corner of Parcel 65-262-024; thence westerly to the southeast corner of Parcel 65-262-027; thence westerly along the south line of Lake Alhambra subdivision to the southeast corner of Parcel 65-235-019; thence northerly to the south line of South Lake Drive; thence westerly to the west line of Alhambra Drive; thence southerly to the northeast corner of Parcel 65-142-023; thence along the boundary of said parcel westerly to the east line of Amber Drive; thence northerly to a point which is east of the southeast corner of Parcel 65-143-013; thence westerly to the southwest corner of Parcel 65-143-007; thence northerly to the north line of Amber Drive; thence westerly to the east line of Cavallo Road; thence northerly to a point which is east of the northeast corner of Parcel 65-151-037; thence westerly to the northwest corner thereof; thence southerly to the northeast corner of Parcel 65-151-002; thence westerly to the west line of Noia Avenue; thence southerly to the northeast corner of Parcel 65-152-043; thence westerly to the west line of Wisner Drive; thence northerly to the northeast corner of Parcel 65-152-027; thence westerly and southerly along the north and west lines of said parcel to the northeast corner of Parcel 65-161-001; thence westerly to the west line of Marie Avenue; thence northerly to the southeast corner of Parcel 65-164-012; thence westerly, northerly, and westerly along the boundary of Parcel 65-164-023 to the northwest corner thereof; thence northerly to the south line of East 16th Street; thence westerly to the northeast corner of Parcel 65-172-022; thence southerly to the southeast corner thereof; thence westerly to the north west corner of Parcel 65-172-027; thence southerly to the southeast corner of Parcel 65-172-007; thence westerly along the boundary lines of Parcels 65-172-024, 65-172-025, and 65-172-020 to the northwest corner of Parcel 65-172-028; thence northerly to the southeast corner of Parcel 65-183-009; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-007; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-006; thence westerly to the southwest corner of Parcel 65-183-004; thence northerly to the north line of East 16th Street; thence westerly to the southwest corner of Parcel 65-182-030; thence northerly to the northwest corner thereof; thence easterly to the southeast corner of Parcel 65-182-027; thence northerly to the northwest corner of Parcel 65-181-020; thence easterly to the southeast corner of Parcel 65-181-014; thence northerly and westerly along the east and north line of said parcel to the east line of "A" Street; thence northerly to the northwest corner of Parcel 65-181-018; thence easterly to the southeast

3/13/75

(4)

(BOOK 7581 PG 989)

289937

corner of Parcel 65-075-002; thence northerly to the north line of E. 13th Street; thence easterly to the southeast corner of Parcel 65-071-009; thence northerly to the southeast corner of Parcel 65-064-005; thence westerly to "A" Street; thence northerly to the southwest corner of Parcel 65-061-008; thence easterly to the southeast corner thereof; thence northerly to the north line of Wilbur Avenue; thence easterly to the southeast corner of Parcel 66-164-007; thence northerly to the point on the south line of Parcel 66-164-010; thence westerly to the southwest corner of Parcel 66-164-013; thence northerly to the north line of 7th Street; thence easterly to the southeast corner of Parcel 66-162-008; thence northerly to a point on the south line of Parcel 66-162-011; thence easterly and northerly along the southerly and easterly boundaries of said parcel to the south line of 6th Street; thence northerly to the southeast corner of Parcel 66-032-018; thence northerly to the northeast corner thereof; thence easterly to the east line of the roadway described in Book 27 of Deeds at Page 475; thence southerly along the east line thereof to the northwest corner of Parcel 65-050-026; thence easterly to the northeast corner of Parcel 65-050-013; thence north, east, and south along the boundary of Parcel 65-050-006 to the northwest line of Parcel 65-050-005; thence easterly along the northerly and easterly property lines of Parcels 65-050-005, and 65-050-029, to the northeast corner of Parcel 65-050-029; thence southerly to the northerly most point of Parcel 65-050-017; thence southeasterly along the eastern boundary of said Parcel 65-050-017 to the north line of Wilbur Avenue; thence easterly along the north line of Wilbur Avenue to a point which is north of the west line of Marie Avenue; thence south to the south line of Wilbur Avenue, thence east to the northeast corner of Parcel 65-101-014; thence southerly to the northwest corner of Parcel 65-101-015; thence easterly to the northeast corner of Parcel 65-110-012, said corner being on the Antioch City Limits; thence along northerly, and westerly along said City of Antioch boundary to the point of beginning.

* * * * *

(END OF DOCUMENT)

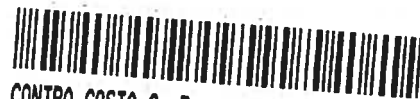
END OF DOCUMENT

4. Exception_04b_20070192911

6

RECORDED AT REQUEST OF
AND FOR THE BENEFIT OF:
CITY OF ANTIOCH

WHEN RECORDED MAIL TO:
L. Jolene Martin
City Clerk
P.O. Box 5007
Antioch, CA 94531-5007



CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2007-0192911-00

Check Number

Tuesday, JUL 03, 2007 14:32:00

FRE \$0.00!!

Ttl Pd \$0.00

Nbr-0003770708
lee/R5/1-6

REVISED NOTICE OF ADOPTION OF THE
REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT AREA NO. 1

Recording Requested by
and When Recorded Return to:

L. Jolene Martin, City Clerk
City of Antioch
P.O. Box 5007
Antioch, Ca 94531-5007

Exempt from recording fees pursuant to
Government Code Section 27383

**ALL PROPERTY TO WHICH THIS NOTICE PERTAINS
IS LOCATED WITHIN THE ANTIOCH REDEVELOPMENT PROJECT AREA NO. 1**

**REVISED NOTICE OF ADOPTION OF THE
REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT AREA NO. 1**

NOTICE IS HEREBY GIVEN, in compliance with Section 33373(c) of the California Health and Safety Code which became effective January 1, 2007, that the City Council of the City of Antioch, California ("City Council") adopted Ordinance No. 290 C.S. on July 15, 1975, as amended, approving and adopting the Redevelopment Plan for the Antioch Project Area No. 1 (the "Redevelopment Plan"). The Antioch Development Agency ("Agency") is vested with the responsibility to carry out the Redevelopment Plan.

A legal description of the boundaries of Project Area No. 1 is attached hereto as Exhibit A and incorporated herein by reference and a copy of the Redevelopment Plan may be obtained from the Agency.

Proceedings for the redevelopment of Project Area No. 1, as contemplated by the Redevelopment Plan have been instituted under the California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*).

AGENCY'S EMINENT DOMAIN AUTHORITY. Sections 104, 105 and 701 of the Redevelopment Plan provides as follows:

When the Agency exercises its power of eminent domain, it shall be exercised within the following limitations:

The Redevelopment Plan may be amended by means of the procedures established in Section 33354.6 and/or Sections 33450-33458 of the Community Redevelopment Law or by any other procedure hereafter established by law; however, the Redevelopment Plan may not be

1017001v1 21132/0001

amended to provide for the acquisition by eminent domain on any property zoned for residential uses as of the date the ordinance adopting the third amendment to the Plan becomes effective.

It is in the public interest and is necessary in order to eliminate the conditions requiring redevelopment and in order to execute this Plan for the power of eminent domain to be employed by the Agency to acquire real property in the Project Area which cannot be acquired by gift, devise, exchange, purchase, or any other lawful method. Eminent Domain proceedings, if used, must be commenced within twelve (12) years from the date the ordinance adopting the third amendment to the Plan becomes effective (or by October 26, 2011). This time limit for commencement of eminent domain proceedings may be extended only by amendment of the Plan.

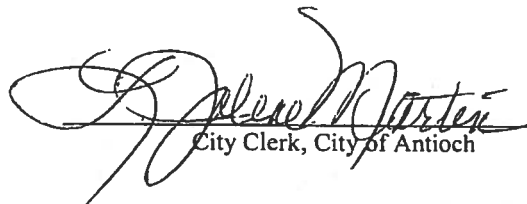
The Agency shall not acquire by eminent domain real property zoned for residential uses as of the date the ordinance adopting the third amendment to the Plan becomes effective.

It is the policy of the Agency to encourage the participation of property owners and businesses within the Project Area. Accordingly, the Agency has adopted Rules Governing Participation by, and the Extension of Reasonable Preferences to, Property Owners and Tenants in Project Area No. 1, which extend reasonable preferences to property owners and tenants in the Project Area, to participate in the redevelopment of the Project Area. The power of eminent domain shall not be exercised except in compliance with the rules and procedures set forth therein, as amended from time to time.

Generally, personal property shall not be acquired. However, where necessary in the execution of the Redevelopment Plan, the Agency is authorized to acquire personal property in the Project Area by any lawful means.

Filed for recordation with the County Recorder of Contra Costa County by order of the City Council of the City of Antioch, California.

Dated: June 21, 2007.


City Clerk, City of Antioch

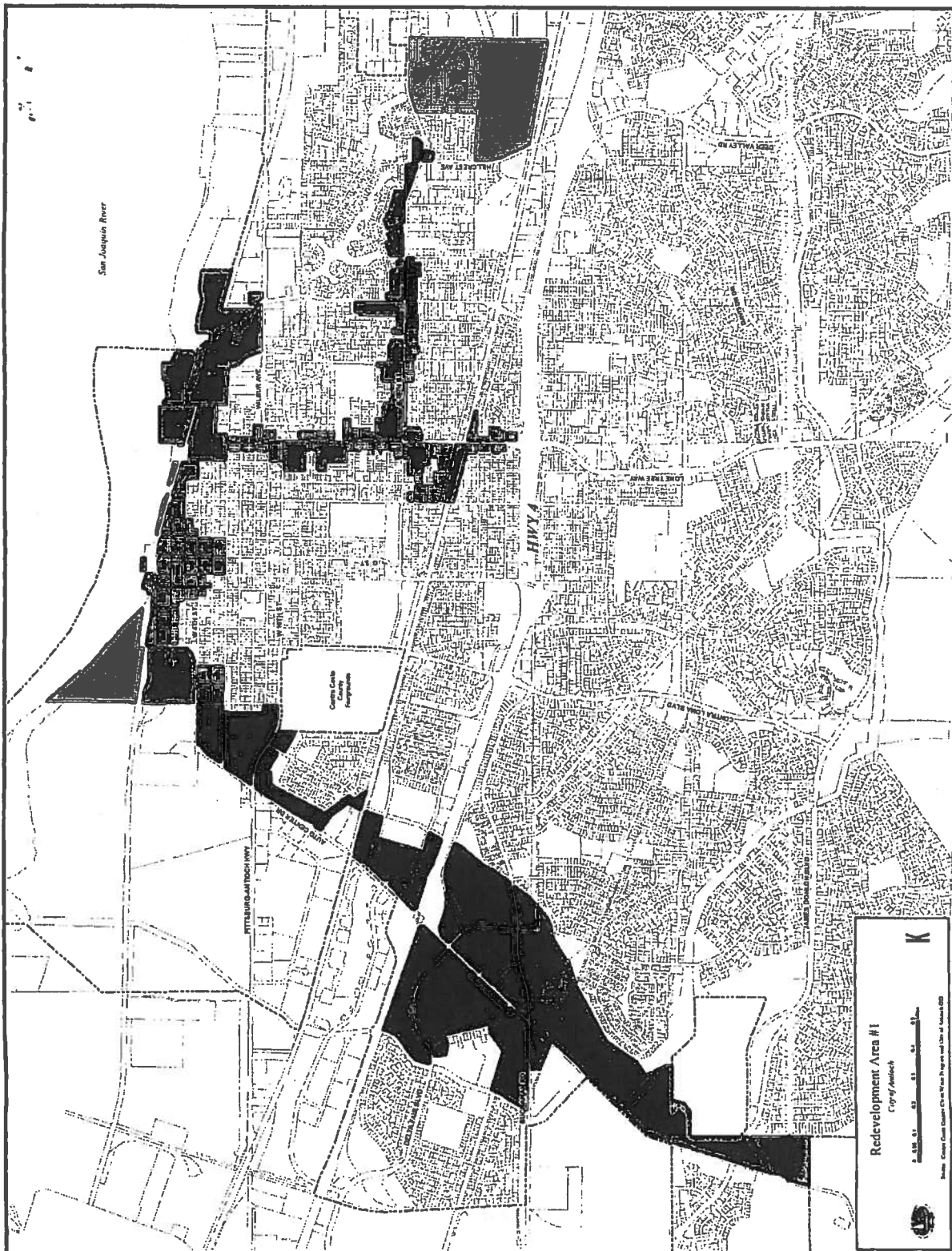
Attachment: Legal Description

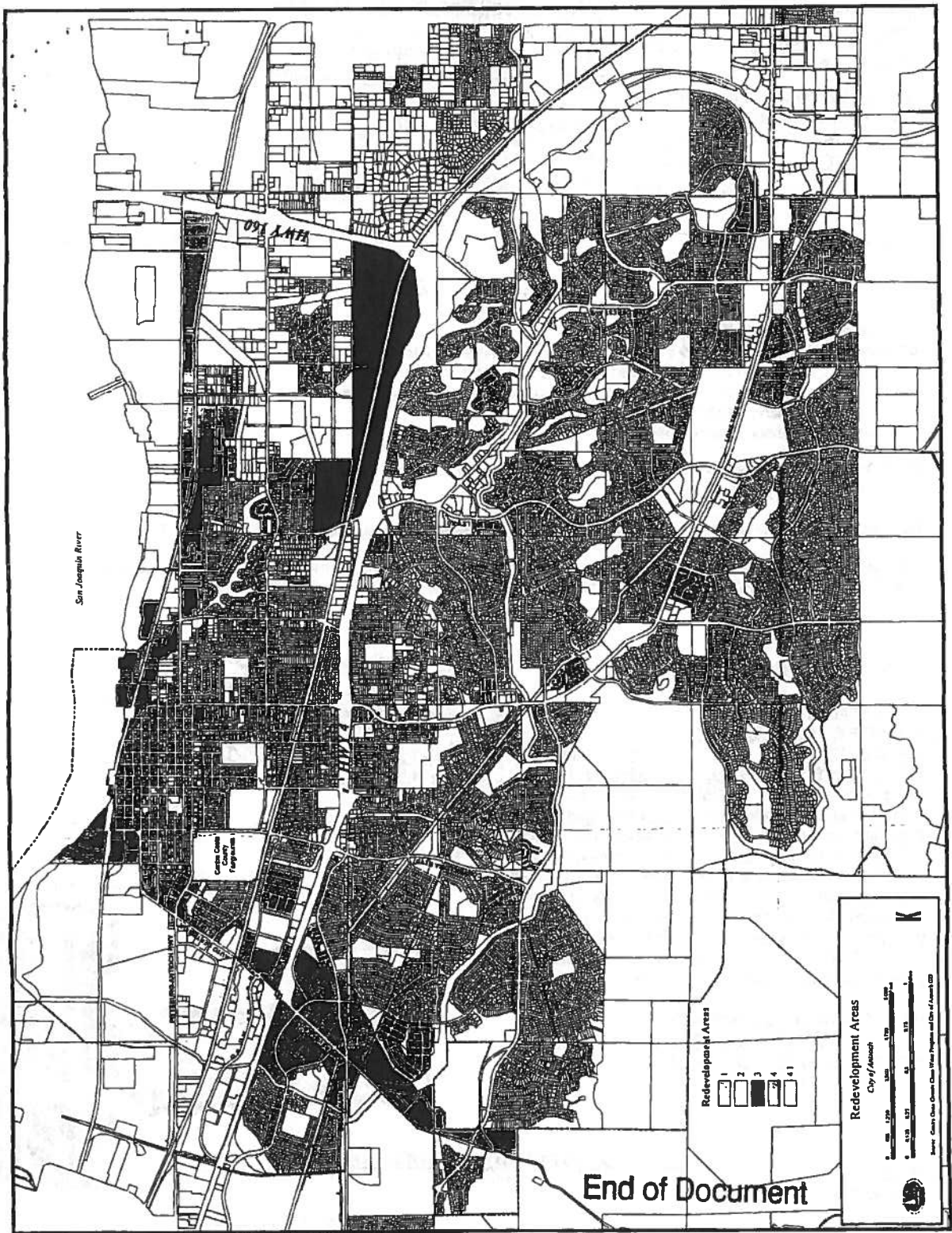
EXHIBIT A

LEGAL DESCRIPTION OF PROJECT AREA NO. 1

Exhibit A

1017001v1 21132/0001





5. Exception_05_20070156329

RECORDING REQUESTED BY:

Fidelity National Title Company
 Escrow No.: 07-7002163-JP
 Locate No.: CAFNT0907-0907-0008-0007002163
 Title No.: 07-7002163-MK

When Recorded Mail Document and Tax Statement To:

Mr. & Mrs. Panagopoulos
 1744 Corte Vista St.
 Brentwood, CA 94514



CONTRA COSTA Co Recorder Office
 STEPHEN L. WEIR, Clerk-Recorder
DOC- 2007-0156329-00

Acct 4- Fidelity National Title
 Wednesday, MAY 30, 2007 08:00:00
 MIC \$1.00 MOD \$2.00 REC \$5.00
 FTC \$1.00

Ttl Pd \$10.00

Nbr-0003728313
 MNH/R2/1-2

APN: 066-082-004

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EASEMENT DEED**The undersigned grantor(s) declare(s)****Documentary transfer tax is \$** ☒ **City Transfer Tax is \$** ☒

- [] computed on full value of property conveyed, or
 [] computed on full value less value of liens or encumbrances remaining at time of sale,
 [] Unincorporated Area City of Antioch,

-0- no consideration easement deed

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Joseph L. Martinez and Desiree M. Martinez, husband and wife

hereby GRANT(S) to Peter Panagopoulos and Heather Panagopoulos Husband and Wife as Joint Tenants

the following described real property in the City of Antioch, County of Contra Costa, State of California:
 SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

DATED: May 15, 2007

STATE OF CALIFORNIA)
 COUNTY OF Contra Costa)

ON May 23, 2007

before me,

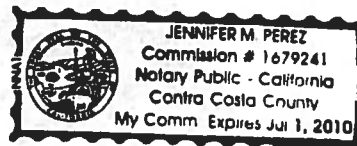
Jennifer M. Perez Notary Public
 (here insert name and title of the officer), personally appeared Joseph L. Martinez and Desiree M. Martinez, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and 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.

Witness my hand and official seal.

Signature _____ (Seal)

Joseph L. Martinez

Desiree M. Martinez

**MAIL TAX STATEMENTS AS DIRECTED ABOVE**

FD-213 (Rev 7/96)
 (grantfil)(07-06)

GRANT DEED

07-7002163-

Escrow No.: 07-7002163-JP
Locate No.: CAFNT0907-0907-0008-0007002163
Title No.: 07-7002163-MK

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ANTIOCH, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

An easement, not to be exclusive, as an appurtenance to Lot 17, Block 1, Town of Antioch as per maps of the Town of Antioch on file in the Office of the County Recorder of the County of Contra Costa, for ingress and egress and maintenance of a meter box, across the following described parcels, being a portion of Lots 13 and 16, Block 1, Town of Antioch as per map of the Town of Antioch on file in the Contra Costa County records, more particularly described as follows:

Parcel One:

The northerly 3 feet, front and rear measurements, of said Lots 13 and 16.

Parcel Two:

The easterly 2 feet of the northerly 6 feet of said lot 16.

Excepting from Parcel Two: That portion thereof lying within Parcel One above.

END OF DOCUMENT

6. Exception_06_20110054794

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO

City of Antioch
City Hall
Third and H Streets
Antioch, California 94509
Attn: City Attorney

CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2011-0054794-00

Tuesday, MAR 15, 2011 10:21:33

FRE \$0.00

Ttl Pd \$0.00

Nbr-0000865049

1rc/R9/1-8

NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE SECTION 27383

066-082-007-7

GRANT DEED

For valuable consideration, the receipt of which is hereby acknowledged,

The Antioch Development Agency, a public body, corporate and politic, of the State of California (the "Grantor"), acting to carry out redevelopment purposes pursuant to the Community Redevelopment Law of the State of California, hereby grants to the City of Antioch, a municipal corporation (the "Grantee"), the real property (the "Property") described in Attachment No. 1 attached hereto and incorporated in this Grant Deed by this reference.

1. The Property is located within the Antioch Community Redevelopment Project Area, (the "Project Area") and is subject to the Antioch Community Redevelopment Plan (the "Redevelopment Plan").

2. In accordance with the terms of the Conveyance Agreement between the Grantor and Grantee dated as of March 9, 2011 (the "Agreement"), the Grantee hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the Property in furtherance of the Redevelopment Plan.

3. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, 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 Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

In Deeds:

1096\01\953744.2

"(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, establish or permit any 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Leases:

"(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee or any person claiming under or through the lessee, 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.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Contracts:

"(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor

shall the transferee or any person claiming under or through the transferee 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 of the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

4. The covenant contained in Section 2 regarding the use of the Property shall remain in effect until the expiration of the effectiveness of the Redevelopment Plan. The covenants contained in Section 3 regarding non-discrimination shall remain in effect in perpetuity.

5. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, and any successor in interest to the Property 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. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties 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 property 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.

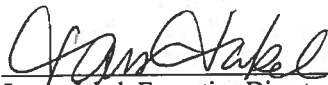
6. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the rights to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

7. This Grant Deed may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

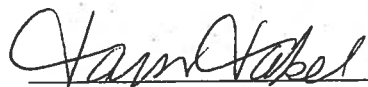
IN WITNESS WHEREOF, the parties hereto have executed this Grant Deed as of this 14th day of March 2011.

GRANTOR:

ANTIOCH DEVELOPMENT AGENCY, a public
body, corporate and politic

By: 
James Jakel, Executive Director

CITY OF ANTIOCH, a municipal corporation

By: 
James Jakel, City Manager

ATTACHMENT NO. 1
PROPERTY DESCRIPTION

APN 066-082-005:

That real property situated in the City of Antioch, County of Contra Costa, State of California, described as follows:

PARCEL ONE:

Lots 7, 8, 9, 10, 11 and 12, Block 1, Town of Antioch, as per maps thereof on file in the office of the Recorder of the County of Contra Costa.

PARCEL TWO:

The North 1/2 of the North 1/2 of Lot 16, Block 1, Town of Antioch, as per maps thereof on file in the office of the Recorder of the County of Contra Costa.

APNS 006-082-006 and 007:

That real property situated in the City of Antioch, County of Contra Costa, State of California, described as follows:

PARCEL ONE:

Commencing at a point 74 feet West of the intersection of the West line of Galloway Street, with the South line of Front Street; thence Westerly along the said South line of Front Street, 26 feet; thence at right angles South 100 feet; thence at right angles East 26 feet; thence at right angles North 100 feet to the point of beginning. Being Lot 5 and the West 1 foot of Lot 4, Block 1, Town of Antioch, as shown on the maps of record on file in the office of the County Recorder of Contra Costa County.

PARCEL TWO:

Lot 6, Block 1, of the Town of Antioch, as per maps of record on file in the office of the County Recorder of Contra Costa County.

APN 066-082-008:

That real property situated in the City of Antioch, County of Contra Costa, State of California, described as follows:

Lots 2, 3 and 4, Block 1, Town of Antioch, as per maps thereof on file in the office of the Recorder of the County of Contra Costa.

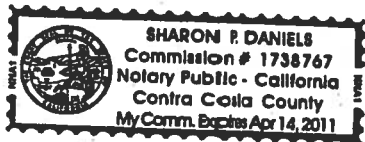
EXCEPTING FROM LOT 4: The West 1 foot thereof granted in the deed to M. H. Jacobs, recorded March 22, 1873, Book 24 of Deeds, page 424.

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James J. Keel, 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.



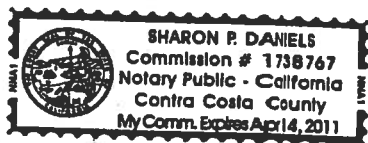
Sharon P. Daniels
Notary Public

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James J. Keel, 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.



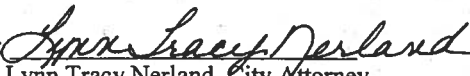
Sharon P. Daniels
Notary Public

CERTIFICATE OF ACCEPTANCE
(Pursuant to Government Code 27281)

This is to certify that the interest in real property conveyed by the Grant Deed from the Antioch Development Agency, dated March 14, 2011 to the City of Antioch, a municipal corporation (the "City"), is hereby accepted on March 14, 2011, by the undersigned officer or agent on behalf of the City pursuant to authority conferred by resolution of the City Council adopted on March 8, 2011, and the City Council consents to the recordation of said document in the Office of the Recorder of Contra Costa, State of California.

Dated: March 14, 2011

By: 
James Jakel, City Manager

By: 
Lynn Tracy Nerland, City Attorney

STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On MARCH 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James Jake, 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.



Sharon P. Daniels
Notary Public

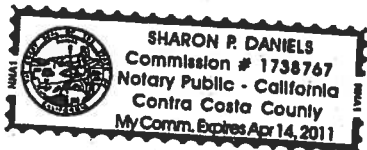
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On MARCH 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared Lynn Tracy Newland, 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.



Sharon P. Daniels
Notary Public

END OF DOCUMENT

7. Exception_06a_20110054795

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Antioch
City Hall
Third and H Streets
Antioch, California 94509
Attn: City Attorney

8



CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2011-0054795-00
Tuesday, MAR 15, 2011 10:21:33
FRE \$0.00:
Ttl Pd \$0.00 Nbr-0000865050
lrc/R9/1-8

NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE SECTION 27383

066-082-006-9

GRANT DEED

For valuable consideration, the receipt of which is hereby acknowledged,

The Antioch Development Agency, a public body, corporate and politic, of the State of California (the "Grantor"), acting to carry out redevelopment purposes pursuant to the Community Redevelopment Law of the State of California, hereby grants to the City of Antioch, a municipal corporation (the "Grantee"), the real property (the "Property") described in Attachment No. 1 attached hereto and incorporated in this Grant Deed by this reference.

1. The Property is located within the Antioch Community Redevelopment Project Area, (the "Project Area") and is subject to the Antioch Community Redevelopment Plan (the "Redevelopment Plan").

2. In accordance with the terms of the Conveyance Agreement between the Grantor and Grantee dated as of March 9, 2011 (the "Agreement"), the Grantee hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the Property in furtherance of the Redevelopment Plan.

3. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, 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 Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

In Deeds:

109601953744.2

“(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, establish or permit any 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”

In Leases:

“(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee or any person claiming under or through the lessee, 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.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”

In Contracts:

“(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor

shall the transferee or any person claiming under or through the transferee 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 of the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

4. The covenant contained in Section 2 regarding the use of the Property shall remain in effect until the expiration of the effectiveness of the Redevelopment Plan. The covenants contained in Section 3 regarding non-discrimination shall remain in effect in perpetuity.

5. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, and any successor in interest to the Property 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. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties 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 property 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.

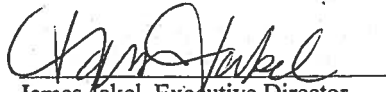
6. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the rights to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

7. This Grant Deed may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

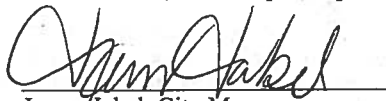
IN WITNESS WHEREOF, the parties hereto have executed this Grant Deed as of this 14th day of March 2011.

GRANTOR:

ANTIOCH DEVELOPMENT AGENCY, a public
body, corporate and politic

By: 
James Jakel, Executive Director

CITY OF ANTIOCH, a municipal corporation

By: 
James Jakel, City Manager

ATTACHMENT NO. 1
PROPERTY DESCRIPTION

APN 066-082-005:

That real property situated in the City of Antioch, County of Contra Costa, State of California, described as follows:

PARCEL ONE:

Lots 7, 8, 9, 10, 11 and 12, Block 1, Town of Antioch, as per maps thereof on file in the office of the Recorder of the County of Contra Costa.

PARCEL TWO:

The North 1/2 of the North 1/2 of Lot 16, Block 1, Town of Antioch, as per maps thereof on file in the office of the Recorder of the County of Contra Costa.

APNS 006-082-006 and 007:

That real property situated in the City of Antioch, County of Contra Costa, State of California, described as follows:

PARCEL ONE:

Commencing at a point 74 feet West of the intersection of the West line of Galloway Street, with the South line of Front Street; thence Westerly along the said South line of Front Street, 26 feet; thence at right angles South 100 feet; thence at right angles East 26 feet; thence at right angles North 100 feet to the point of beginning. Being Lot 5 and the West 1 foot of Lot 4, Block 1, Town of Antioch, as shown on the maps of record on file in the office of the County Recorder of Contra Costa County.

PARCEL TWO:

Lot 6, Block 1, of the Town of Antioch, as per maps of record on file in the office of the County Recorder of Contra Costa County.

APN 066-082-008:

That real property situated in the City of Antioch, County of Contra Costa, State of California, described as follows:

Lots 2, 3 and 4, Block 1, Town of Antioch, as per maps thereof on file in the office of the Recorder of the County of Contra Costa.

EXCEPTING FROM LOT 4: The West 1 foot thereof granted in the deed to M. H. Jacobs, recorded March 22, 1873, Book 24 of Deeds, page 424.

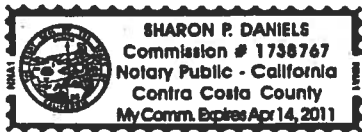
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James J. Keel, 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.



Sharon P. Daniels
Notary Public

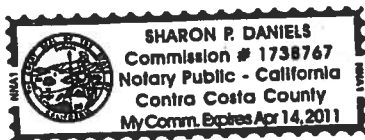
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WITNESS my hand and official seal.

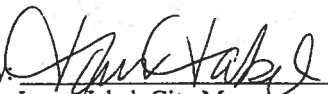


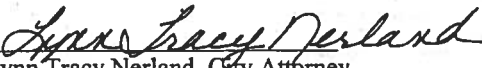
Sharon P. Daniels
Notary Public

CERTIFICATE OF ACCEPTANCE
(Pursuant to Government Code 27281)

This is to certify that the interest in real property conveyed by the Grant Deed from the Antioch Development Agency, dated March 14, 2011 to the City of Antioch, a municipal corporation (the "City"), is hereby accepted on March 14, 2011, by the undersigned officer or agent on behalf of the City pursuant to authority conferred by resolution of the City Council adopted on March 8, 2011, and the City Council consents to the recordation of said document in the Office of the Recorder of Contra Costa, State of California.

Dated: March 14, 2011

By: 
James Jakel, City Manager

By: 
Lynn Tracy Nerland, City Attorney

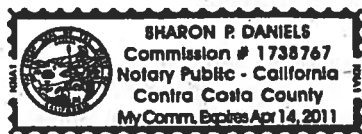
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Sharon P. Daniels
Notary Public

STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

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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.



Sharon P. Daniels
Notary Public

END OF DOCUMENT

8. Exception_06b_20110054796

8

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Antioch
City Hall
Third and H Streets
Antioch, California 94509
Attn: City Attorney

CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2011-0054796-00
Tuesday, MAR 15, 2011 10:21:54
FRE \$0.00
Ttl Pd \$0.00 Nbr-0000865051
lrc/R9/1-8

NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE SECTION 27383

066-082-005-1

GRANT DEED

For valuable consideration, the receipt of which is hereby acknowledged,

The Antioch Development Agency, a public body, corporate and politic, of the State of California (the "Grantor"), acting to carry out redevelopment purposes pursuant to the Community Redevelopment Law of the State of California, hereby grants to the City of Antioch, a municipal corporation (the "Grantee"), the real property (the "Property") described in Attachment No. 1 attached hereto and incorporated in this Grant Deed by this reference.

1. The Property is located within the Antioch Community Redevelopment Project Area, (the "Project Area") and is subject to the Antioch Community Redevelopment Plan (the "Redevelopment Plan").

2. In accordance with the terms of the Conveyance Agreement between the Grantor and Grantee dated as of March 9, 2011 (the "Agreement"), the Grantee hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the Property in furtherance of the Redevelopment Plan.

3. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, 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 Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

In Deeds:

109601953744.2

“(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, establish or permit any 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”

In Leases:

“(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee or any person claiming under or through the lessee, 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.

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In Contracts:

“(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor

shall the transferee or any person claiming under or through the transferee 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 of the land.

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4. The covenant contained in Section 2 regarding the use of the Property shall remain in effect until the expiration of the effectiveness of the Redevelopment Plan. The covenants contained in Section 3 regarding non-discrimination shall remain in effect in perpetuity.

5. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, and any successor in interest to the Property 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. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties 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 property 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.

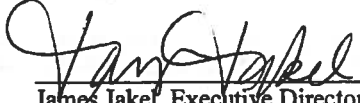
6. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the rights to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

7. This Grant Deed may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Deed as of this 14th day of March 2011.

GRANTOR:

ANTIOCH DEVELOPMENT AGENCY, a public
body, corporate and politic

By: 
James Jakel, Executive Director

CITY OF ANTIOCH, a municipal corporation

By: 
James Jakel, City Manager

ATTACHMENT NO. 1
PROPERTY DESCRIPTION

APN 066-082-005:

That real property situated in the City of Antioch, County of Contra Costa, State of California, described as follows:

PARCEL ONE:

Lots 7, 8, 9, 10, 11 and 12, Block 1, Town of Antioch, as per maps thereof on file in the office of the Recorder of the County of Contra Costa.

PARCEL TWO:

The North 1/2 of the North 1/2 of Lot 16, Block 1, Town of Antioch, as per maps thereof on file in the office of the Recorder of the County of Contra Costa.

APNS 006-082-006 and 007:

That real property situated in the City of Antioch, County of Contra Costa, State of California, described as follows:

PARCEL ONE:

Commencing at a point 74 feet West of the intersection of the West line of Galloway Street, with the South line of Front Street; thence Westerly along the said South line of Front Street, 26 feet; thence at right angles South 100 feet; thence at right angles East 26 feet; thence at right angles North 100 feet to the point of beginning. Being Lot 5 and the West 1 foot of Lot 4, Block 1, Town of Antioch, as shown on the maps of record on file in the office of the County Recorder of Contra Costa County.

PARCEL TWO:

Lot 6, Block 1, of the Town of Antioch, as per maps of record on file in the office of the County Recorder of Contra Costa County.

APN 066-082-008:

That real property situated in the City of Antioch, County of Contra Costa, State of California, described as follows:

Lots 2, 3 and 4, Block 1, Town of Antioch, as per maps thereof on file in the office of the Recorder of the County of Contra Costa.

EXCEPTING FROM LOT 4: The West 1 foot thereof granted in the deed to M. H. Jacobs, recorded March 22, 1873, Book 24 of Deeds, page 424.

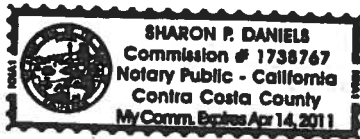
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James J. Kel, 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.



Sharon P. Daniels
Notary Public

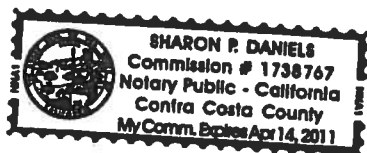
STATE OF CALIFORNIA)

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WITNESS my hand and official seal.



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Notary Public

**CERTIFICATE OF ACCEPTANCE
(Pursuant to Government Code 27281)**

This is to certify that the interest in real property conveyed by the Grant Deed from the Antioch Development Agency, dated March 14, 2011 to the City of Antioch, a municipal corporation (the "City"), is hereby accepted on March 14, 2011, by the undersigned officer or agent on behalf of the City pursuant to authority conferred by resolution of the City Council adopted on March 8, 2011, and the City Council consents to the recordation of said document in the Office of the Recorder of Contra Costa, State of California.

Dated: March 14, 2011

By: 
James Jakel, City Manager

By: 
Lynn Tracy Nerland, City Attorney

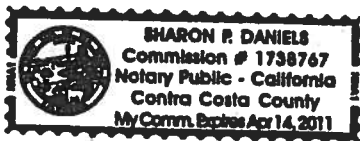
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On MARCH 14, 2011, before me, Sharon P. Daniels Notary Public, personally appeared James Jake, 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.



Sharon P. Daniels
Notary Public

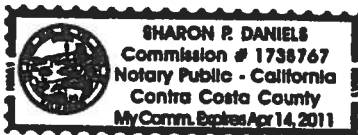
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On MARCH 14, 2011, before me, Sharon P. Daniels Notary Public, personally appeared Lynn Tracy Herlert, 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.

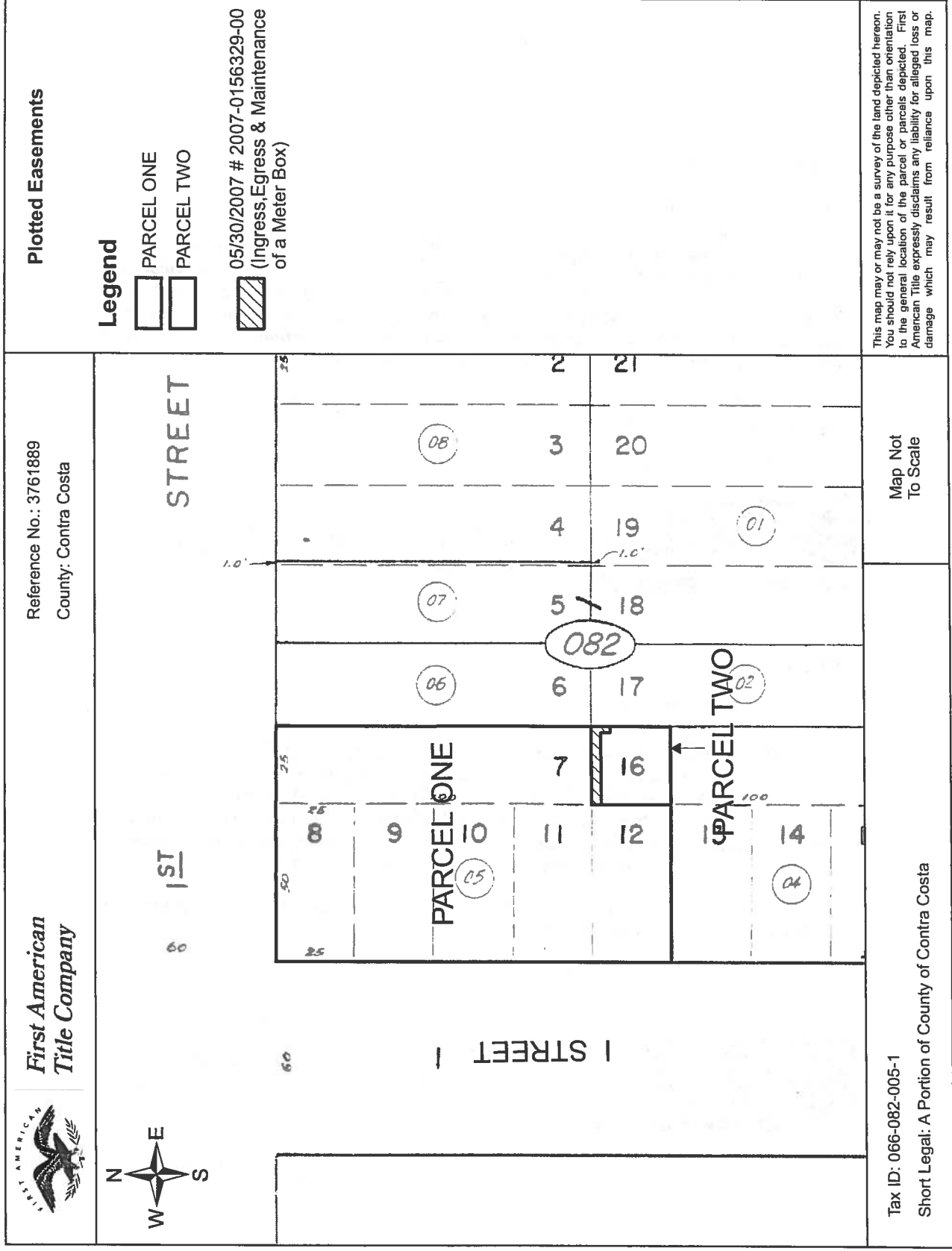
WITNESS my hand and official seal.



Sharon P. Daniels
Notary Public

END OF DOCUMENT

9. Color Map_1_Plotted Easements



This map may or may not be a survey of the land depicted hereon. You should not rely upon it for any purpose other than orientation to the general location of the parcel or parcels depicted. First American Title expressly disclaims any liability for alleged loss or damage which may result from reliance upon this map.

Property Detail

Contra Costa, CA GUS KRAMER, ASSESSOR

Parcel # (APN): **066-082-006-9**Use Description: **GOVERNMENT**

Parcel Status:

Owner Name: **ANTIOCH CITY OF**Mailing Address: **PO BOX 5007 ANTIOCH CA 94509-5007**Situation Address: **1ST ST ANTIOCH CA 94509**

Legal

Description: **TOWN OF ANTIOCH LOT 6 BLK 1****ASSESSMENT**Total Value: **\$37,674**Use Code: **79**

Zoning:

Land Value: **\$28,711**Tax Rate Area: **001144**

Census Tract:

Impr Value: **\$8,963**Year Assd: **2011**

Improve Type:

Other Value:

Property Tax:

Price/SqFt:

% Improved **23%**

Delinquent Yr

Exempt Amt:

HO Exempt?: **N****SALES HISTORY**

	<u>Sale 1</u>	<u>Sale 2</u>	<u>Sale 3</u>	<u>Transfer</u>
Recording Date:	03/15/2011	11/20/1989	09/20/1977	03/15/2011
Recorded Doc #:	54795	15489-412	8510-671	54795
Recorded Doc Type:				
Transfer Amount:				
Sale 1 Seller (Grantor):				
1st Trst Dd Amt:		Code1:	2nd Trst Dd Amt:	Code2:

PROPERTY CHARACTERISTICSLot Acres: **0.057**

Year Built:

Fireplace:

Lot SqFt: **2,500**

Effective Yr:

A/C:

Bldg/Liv Area:

Heating:

Units:

Total Rooms:

Pool:

Buildings:

Bedrooms:

Stories:

Baths (Full):

Park Type:

Style:

Baths (Half):

Spaces:

Construct:

Site Inflnce:

Quality:

Garage SqFt:

Building Class:

Timber Preserve:

Condition:

Ag Preserve:

Other Rooms:

1. Exception 04 69311

AUG - 1 1975

69311 15 986

69311

RECORDED AT REQUEST OF
City of Antioch

AUG - 1 1975

AT 4:20 O'CLOCK P. M.
CONTRA COSTA COUNTY RECORDS
J. R. OLSSON
COUNTY RECORDER
FEE: 0.80

NOTICE

PLEASE TAKE NOTICE THAT THE CITY OF ANTIOCH AND THE ANTIOCH DEVELOPMENT AGENCY HAVE INSTITUTED PROCEEDINGS PURSUANT TO THE CALIFORNIA REDEVELOPMENT LAW (SECTION 33000 ET SEQ. OF THE HEALTH & SAFETY CODE) FOR THE REDEVELOPMENT OF THE ANTIOCH DEVELOPMENT AGENCY PROJECT AREA. SAID PROJECT AREA IS MORE PARTICULARLY DESCRIBED IN THE EXHIBIT MARKED EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

ATTEST:

SEAL AFFIXED

Dorothy P. Marks
Dorothy P. Marks, Secretary
Antioch Development Agency

EXHIBIT "A"

PROJECT AREA
BOUNDARY DESCRIPTION

BOOK 7581 PL 987

Beginning at the most northerly boundary corner of the City of Antioch; thence generally south along the West boundary to a point on the north line of State Highway 4 and its intersection with the east line of the Los Medanos Wasteway; thence southerly along said east line to the south line of Delta Fair Boulevard; thence easterly along said south line to the northwest corner of Parcel 74-123-04; thence southerly and easterly along the west and south boundaries of said parcel to the west line of Fairview Drive; thence southerly along said west line to the north line of Parcel 74-123-05; thence westerly along said north line to the north line of a 100 foot East Bay Municipal Utility District right-of-way; thence westerly along said north line to the east line of said Los Medanos Wasteway; thence southerly along said east line to the south line of Buchanan Road; thence easterly along said south line to the northwest corner of Parcel 75-010-07; thence southerly and easterly along south and west boundaries of said parcel to the center line of Somersville Road; thence southerly along said center line to a point on the southwest line of the Contra Costa Canal, said point being on the boundary of the City of Antioch; thence southerly, easterly, and northerly along said boundary to said southwest line of the Contra Costa Canal; thence northerly along said southwest line to the east line of Markley Creek; thence northeasterly along said east line to the west line of Parcel 76-030-068; thence southerly, easterly, and northerly along the west, south, and east boundary lines of said parcel to the east line of Markley Creek; thence northeasterly along said east line to the north line of Mahogany Way; thence westerly along said north line to the southwest corner of Parcel 74-370-008; thence northerly along the west line of said parcel to the south line of Sycamore Drive; thence easterly along said south line to the northeast corner of said Parcel 74-370-008; thence northerly across Sycamore Drive and along the east boundary of Parcel 74-370-004 to the south line of the Southern Pacific Railroad; thence easterly along the Southern Pacific Railroad to a point which is south of the southwest corner of Parcel 74-321-002; thence northwesterly along the south line of Fairview Terrace subdivision to the southeast corner of Parcel 74-180-003; thence along the southeast boundary of said parcel to the north line of West 18th Street; thence along said north line to the southeast corner of Parcel 74-171-003; thence along the west line of the Fairview Terrace subdivision to a point on the south line of Parcel 74-160-001; thence easterly along the north line of Parcel 74-160-008 and Parcel 74-334-027 to the northeast corner of said Parcel 74-334-027; thence north along the east line of Parcel 74-334-026 and Parcel 74-334-015 to the south line of 10th Street; thence easterly along the south line of 10th Street to the west line of Parcel 67-021-001; thence southerly and easterly along the boundary of said parcel and Parcel 67-021-002 and across "L" Street to the east line; thence south to the southwest corner of Parcel 67-022-002; thence easterly along the north line of Loma Lane to the east line of "H" Street; thence northerly to the northwest corner of Parcel 67-050-016; thence easterly to the east line of "G" Street; thence southerly to the southwest corner of Parcel 67-060-001; thence easterly and northerly along said boundary to the south line of 10th Street; thence westerly to a point which is south of the

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southeast corner of Parcel 66-207-014; thence northerly along the east line of Parcels 66-207-014 and 66-207-008 to the south line of 9th Street; thence west to the east line of "G" Street; thence northerly to the northwest corner of Parcel 66-203-014; thence westerly to the west line of "H" Street; thence southerly to the southeast corner of Parcel 66-205-008; thence westerly to the southeast corner of Parcel 66-217-007; thence along the boundary of said parcel northerly and westerly to the west line of "L" Street; thence southerly to the north line of 10th Street; thence westerly to the west line of "O" Street; thence northerly along "O" Street to the northeast corner of Parcel 74-130-043; thence westerly 150 feet; thence northerly to the south line of 6th Street; thence east to the east line of "H" Street; thence north to the south line of 4th Street; thence east to the east line of "L" Street; thence north to the northwest corner of Parcel 66-103-008; thence easterly to the southwest corner of Parcel 66-092-012; thence southerly to the south line of 3rd Street; thence easterly to the northeast corner of Parcel 66-107-009; thence south to the south line of Fourth Street; thence east to the northeast corner of Parcel 66-133-010; thence south to the southeast corner thereof; thence easterly to the east line of "I" Street to the west line of Parcel 66-141-006; thence southerly, easterly, and northerly along the west, south, and east boundary of said parcel to the northwest corner of parcel 66-141-045; thence easterly to the west line of "H" Street; thence southerly to the south line of 6th Street; thence easterly to the east line of "F" Street; thence northerly to the south line of 4th Street; thence easterly to the northeast corner of Parcel 66-144-009; thence northerly to the northwest corner of Parcel 66-057-004; thence easterly and along the north lines of Parcels 66-057-004, 66-057-003, 66-057-002, and 66-057-001 to the east line of "E" Street; thence northerly to the south line of 3rd Street; thence east to the west line of "C" Street; thence southerly to the south line of 4th Street; thence easterly to the west line of "B" Street; thence southerly to the south line of 6th Street; thence easterly to the northeast corner of Parcel 66-161-013; thence southerly to the north line of 8th Street; thence westerly to the southwest corner of Parcel 66-163-003; thence southerly to the north line of 9th Street; thence westerly to the west line of "B" Street; thence southerly to the north line of 10th Street; thence westerly to the southwest corner of Parcel 66-189-003; thence southerly and easterly along the boundary of Parcel 67-092-001, to the northeast corner of Parcel 67-092-003; thence southerly to the southeast corner of Parcel 67-093-016; thence westerly, southerly, and easterly along the north, west, and south boundary lines of Parcel 67-093-019 to the northwest corner of Parcel 67-102-067; thence southerly to the southwest corner of Parcel 67-102-052; thence easterly to the northeast corner of Parcel 67-102-007; thence southerly to the south side of 15th Street; thence easterly to the northeast corner of Parcel 67-103-026; thence southerly to the southeast corner thereof; thence southerly, easterly, southerly, and westerly along the eastern boundary lines of Parcel 67-103-017 to the northwest corner of Parcel 67-103-018; thence southerly to the south line of 17th Street; thence west and south along the boundary of Parcel 67-243-030 to the southwest corner thereof; thence westerly to the northwest corner of Parcel 67-243-006; thence southerly to the south line of 18th Street; thence westerly to the northwest corner of Parcel 67-246-008; thence southerly to the southwest corner thereof; thence westerly to the northeast corner of Parcel 67-262-002; thence southerly

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to the north line of 19th Street; thence westerly to the southwest corner of Parcel 67-261-004; thence northerly to the northwest corner thereof; thence westerly to the east line of "D" Street; thence southerly to the north line of 20th Street; thence easterly to the east line of "C" Street; thence northerly to the northwest corner of Parcel 67-263-004; thence easterly to the northeast corner of Parcel 67-263-001; thence southerly to the northwest corner of Parcel 67-251-010; thence easterly to the northeast corner of Parcel 67-251-009; thence southerly to the south line of 20th Street; thence easterly to the northeast corner of Parcel 67-252-007; thence southerly to the southeast corner thereof; thence westerly to the southwest corner of Parcel 67-252-001; thence northerly to the southeast corner of Parcel 67-266-007; thence westerly to the east line of "C" Street; thence north to the south line of 20th Street; thence westerly to the east line of "D" Street; thence southerly to the south line of Parcel 67-277-002; thence southeast to the northeast corner of Parcel 67-274-005; thence southerly to the south line of West Madison Street; thence easterly to the northwest corner of Parcel 67-275-023; thence southerly to the south line of Rossi Avenue; thence west, south, and east along the boundary line of Parcel 67-282-029 to the northwest corner of Parcel 67-282-026; thence southerly to the south line of Texas Street; thence easterly to the west line of "A" Street; thence southerly to the north line of Drake Street; thence easterly to the southeast corner of Parcel 68-142-019; thence westerly and northerly along the boundary of subdivision Sunset Gardens to the south line of Brian Ave; thence easterly to the point south of the southeast corner of Parcel 68-132-036; thence northerly to the northeast corner of said parcel; thence easterly, northerly, and westerly along the boundary of Parcel 68-132-033 to the southeast corner of Parcel 68-132-037; thence northerly to the northeast corner of Parcel 68-131-037; thence easterly and northerly along the south and east boundary of Parcel 68-131-031, to the south line of Southern Pacific Railroad; thence along said south line northwesterly to the east line of "A" Street; thence northerly to the south line of 19th Street; thence easterly to the point which is south of the southeast corner of Parcel 68-011-034; thence northerly along the east boundary lines of Parcels 68-011-034 and 68-011-001 to the south line of E. 18th Street; thence easterly to the west line of Evergreen Avenue; thence southerly to the point which is west of the southwest corner of Parcel 68-017-010; thence easterly to the southeast corner thereof; thence northerly to the south west corner of Parcel 68-041-002; thence easterly to the east line of Fairview Lane; thence northerly to the southwest corner of Parcel 68-041-011; thence easterly to the southeast corner of said parcel; thence southerly to the southwest corner of Parcel 68-041-013; thence easterly to the east line of Alpha Way; thence southerly to the southwest corner of Parcel 68-042-023; thence easterly to the southeast corner thereof; thence southerly to the southwest corner of Parcel 68-042-003; thence easterly to the east line of Crestwood Drive; thence northerly to the northwest corner of Parcel 68-043-011; thence easterly to the southeast corner of Parcel 68-046-034; thence northerly and easterly along the west and north boundary lines of Parcel 68-046-003 to the east line of Cavallo Road; thence north to the southwest corner of Parcel 68-051-015; thence easterly to the southeast corner of Parcel 68-051-019; thence southerly to the southwest corner of Parcel 68-051-042; thence easterly to the southwest corner of Parcel 68-051-024; thence northerly to the northwest

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corner of Parcel 68-051-037; thence easterly to the east line of Biglow Drive; thence northerly to the north line of E. 18th Street; thence easterly to the west line of Hillcrest Avenue; thence southerly along the west line of Hillcrest Avenue to a point which is west of the south west corner of Parcel 51-272-035; thence easterly and northerly along the south and east boundary of said parcel to the south line of E. 18th Street; thence easterly to the northeast corner of Parcel 51-272-006; thence southerly to the southeast corner of Parcel 51-242-005; thence westerly to the east line of Hillcrest Avenue, said line being the Antioch City Limits; thence along said Antioch City Limits line southerly, easterly, northerly, and westerly to the southeast corner of Parcel 51-263-019; thence westerly to the southwest corner of Parcel 51-265-035; thence westerly along the south lines of Parcels 51-120-022 and 51-120-023 to the southeast corner of Parcel 51-120-016; thence westerly to the east line of Hillcrest Avenue; thence northerly to a point which is east of the northeast corner of Parcel 65-262-024; thence westerly to the southeast corner of Parcel 65-262-027; thence westerly along the south line of Lake Alhambra subdivision to the southeast corner of Parcel 65-235-019; thence northerly to the south line of South Lake Drive; thence westerly to the west line of Alhambra Drive; thence southerly to the northeast corner of Parcel 65-142-023; thence along the boundary of said parcel westerly to the east line of Amber Drive; thence northerly to a point which is east of the southeast corner of Parcel 65-143-013; thence westerly to the southwest corner of Parcel 65-143-007; thence northerly to the north line of Amber Drive; thence westerly to the east line of Cavallo Road; thence northerly to a point which is east of the northeast corner of Parcel 65-151-037; thence westerly to the northwest corner thereof; thence southerly to the northeast corner of Parcel 65-151-002; thence westerly to the west line of Moia Avenue; thence southerly to the northeast corner of Parcel 65-152-043; thence westerly to the west line of Wisner Drive; thence northerly to the northeast corner of Parcel 65-152-027; thence westerly and southerly along the north and west lines of said parcel to the northeast corner of Parcel 65-161-001; thence westerly to the west line of Marie Avenue; thence northerly to the southeast corner of Parcel 65-164-012; thence westerly, northerly, and westerly along the boundary of Parcel 65-164-023 to the northwest corner thereof; thence northerly to the south line of East 16th Street; thence westerly to the northeast corner of Parcel 65-172-022; thence southerly to the southeast corner thereof; thence westerly to the north west corner of Parcel 65-172-027; thence southerly to the southeast corner of Parcel 65-172-007; thence westerly along the boundary lines of Parcels 65-172-024, 65-172-025, and 65-172-020 to the northwest corner of Parcel 65-172-028; thence northerly to the southeast corner of Parcel 65-183-009; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-007; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-006; thence westerly to the southwest corner of Parcel 65-183-004; thence northerly to the north line of East 16th Street; thence westerly to the southwest corner of Parcel 65-182-030; thence northerly to the northwest corner thereof; thence easterly to the southeast corner of Parcel 65-182-027; thence northerly to the northwest corner of Parcel 65-181-020; thence easterly to the southeast corner of Parcel 65-181-014; thence northerly and westerly along the east and north line of said parcel to the east line of "A" Street; thence northerly to the northwest corner of Parcel 65-181-018; thence easterly to the southeast

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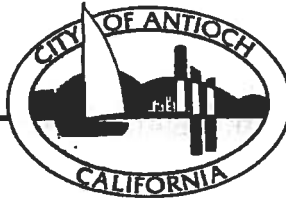
BOOK 7581 p 989

corner of Parcel 65-075-002; thence northerly to the north line of E. 13th Street; thence easterly to the southeast corner of Parcel 65-071-009; thence northerly to the southeast corner of Parcel 65-064-005; thence westerly to "A" Street; thence northerly to the southwest corner of Parcel 65-061-000; thence easterly to the southeast corner thereof; thence northerly to the north line of Wilbur Avenue; thence easterly to the southeast corner of Parcel 66-164-007; thence northerly to the point on the south line of Parcel 66-164-010; thence westerly to the southwest corner of Parcel 66-164-013; thence northerly to the north line of 7th Street; thence easterly to the southeast corner of Parcel 66-162-008; thence northerly to a point on the south line of Parcel 66-162-011; thence easterly and northerly along the southerly and easterly boundaries of said parcel to the south line of 6th Street; thence northerly to the southeast corner of Parcel 66-032-018; thence northerly to the northeast corner thereof; thence easterly to the east line of the roadway described in Book 27 of Deeds at Page 475; thence southerly along the east line thereof to the northwest corner of Parcel 65-050-026; thence easterly to the northeast corner of Parcel 65-050-013; thence north, east, and south along the boundary of Parcel 65-050-006 to the northwest line of Parcel 65-050-005; thence easterly along the northerly and easterly property lines of Parcels 65-050-005, and 65-050-029, to the northeast corner of Parcel 65-050-029; thence southerly to the northerly most point of Parcel 65-050-017; thence southeasterly along the eastern boundary of said Parcel 65-050-017 to the north line of Wilbur Avenue; thence easterly along the north line of Wilbur Avenue to a point which is north of the west line of Marie Avenue; thence south to the south line of Wilbur Avenue, thence east to the northeast corner of Parcel 65-101-014; thence southerly to the northwest corner of Parcel 65-101-015; thence easterly to the northeast corner of Parcel 65-110-012, said corner being on the Antioch City Limits; thence along northerly, and westerly along said City of Antioch boundary to the point of beginning.

* * * * *

END OF DOCUMENT

OFFICE OF THE CITY CLERK



L. JOLENE MARTIN
City Clerk

Recording Requested by
and When Recorded Return to:

City Clerk
City of Antioch
P.O. Box 5007
Antioch, CA 94531-5007

CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 1999-0289937-00
N, NOV 01, 1999 15:02:03
FRE \$0.00
Ttl Pd \$0.00 Nbr-0000710007
lra/R0/1-17

**NOTICE OF ADOPTION OF AN AMENDMENT TO THE REDEVELOPMENT PLAN
FOR THE ANTIOCH REDEVELOPMENT PROJECT**

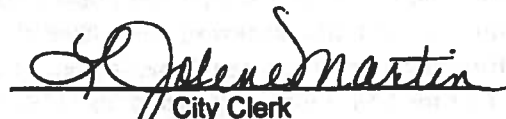
NOTICE IS HEREBY GIVEN that the City Council of the City of Antioch adopted Ordinance NO. 963-C-S and 964-C-S on October 26, 1999, approving and adopting the Amendment to the Redevelopment Plan for the Antioch Redevelopment Project.

A legal description of the boundaries of the Project Area is attached hereto as Exhibit A and incorporated herein by reference.

Proceeding for the redevelopment of the Project Area, as amended, have been instituted under the California Community Redevelopment Law (Health and Safety Code Section 3300 et seq.).

Filed for recordation with the County Recorder of Contra Costa County by order of the City Council of the City of Antioch, California.

Dated: October 29, 1999


City Clerk
City of Antioch

Attachment

289937

ORDINANCE NO. 963-C-S

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF ANTIOCH ESTABLISHING AND AMENDING
CERTAIN LIMITATIONS WITH RESPECT TO THE
REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT**

WHEREAS, the City Council of the City of Antioch (the "City Council") adopted Ordinance No. 290-C-S on July 15, 1975, approving and adopting the Redevelopment Plan (the "Redevelopment Plan") for the Antioch Redevelopment Project (the "Project"); and

WHEREAS, on April 10, 1979, the City Council adopted Ordinance No. 398-C-S, approving and adopting an amendment to the Redevelopment Plan; and

WHEREAS, on November 12, 1986, the City Council adopted Ordinance No. 653-C-S, establishing certain limitations with respect to the Redevelopment Plan; and

WHEREAS, the Antioch Development Agency (the "Agency") has been designated as the official redevelopment agency in the City of Antioch to carry out the functions and requirements of the Community Redevelopment Law of the State of California (Health and Safety Code Section 33000 et seq.) and to implement the Redevelopment Plan; and

WHEREAS, Section 33333.6 of the Community Redevelopment Law requires that every redevelopment plan adopted on or before December 31, 1993, contain certain limitations: (1) if the plan contains the provisions set forth in Section 33670 of the Community Redevelopment Law ("tax increment authority"), a time limit on the establishing of loans, advances and indebtedness which shall not exceed 20 years from the adoption of the redevelopment plan or January 1, 2004, whichever is later; (2) a time limit on the effectiveness of the redevelopment plan which shall not exceed 40 years from the adoption of the redevelopment plan or January 1, 2009, whichever is later; and (3) a time limit on the repayment of indebtedness which shall not exceed 10 years from the termination of the effectiveness of the redevelopment plan; and

WHEREAS, Section 33333.6 further provides that a redevelopment plan adopted prior to January 1, 1994, may be amended by the legislative body by adoption of an

STATE OF CALIFORNIA
County of Contra Costa
City of Antioch

I, L. JoJene Martin, City Clerk in and for said City of Antioch, County of Contra Costa, State of California, do hereby certify under penalty of perjury that the hereto attached and foregoing paper is a full, true and correct copy of _____ Ordinance No. 963-C-5 now on file in this office of said city.

WITNESS, my hand, and Official Seal, this 29th day of October 19 99

L. JoJene Martin
City Clerk, City of Antioch
Contra Costa County, California

289937

289937

ordinance on or after January 1, 1999, but on or before December 31, 1999, provided that the redevelopment plan as so amended does not exceed the terms provided in that section; and

WHEREAS, Ordinance No. 653-C-S established a time limit for incurring indebtedness that exceeds the maximum permitted by subdivision (a) of Health and Safety Code Section 33333.6 and, therefore, should be amended; and

WHEREAS, the Redevelopment Plan contains an ambiguous termination date for the Redevelopment Plan that should be clarified; and

WHEREAS, a time limit for repayment of indebtedness in accord with Health and Safety Code Section 33333.6 should be established;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANTIOCH DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. A new sentence is hereby added to the end of the last paragraph of subsection 1 of Section 1201 of the Redevelopment Plan to read as follows:

"The Agency shall not establish or incur loans, advances or indebtedness to finance, in whole or in part, the Project after January 1, 2004."

SECTION 2. The existing sentence in Section 406 of the Redevelopment Plan is hereby deleted and replaced by the following:

"Except for the nondiscrimination and nonsegregation provisions that shall run in perpetuity, the provisions of this Plan shall be effective, and the provisions of other documents formulated pursuant to this Plan may be made effective, for forty (40) years from the date of adoption of this Plan. Based upon the date of adoption of the Redevelopment Plan, the effectiveness of the Redevelopment Plan shall terminate on July 15, 2015."

SECTION 3. The Agency shall not pay indebtedness or receive property taxes pursuant to Health and Safety Code Section 33670 after ten (10) years from the termination of the effectiveness of the Redevelopment Plan, as established in Section 2 of this Ordinance. Based upon the termination date established in Section 2 of this Ordinance, the Agency shall not pay indebtedness or receive property taxes pursuant to Section 33670 after July 15, 2025.

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SECTION 4. Ordinance Nos. 290-C-S, 398-C-S and 653-C-S are continued in full force and effect as amended by this Ordinance.

SECTION 5. The City Clerk is hereby directed to send a certified copy of this Ordinance to the Agency.

SECTION 6. Severability. If any part of this Ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance, and this City Council hereby declares that it would have passed the remainder of this Ordinance if such invalid portion thereof had been deleted.

SECTION 7. Publication. The City Clerk is hereby ordered and directed to cause this Ordinance to be published once in *The Ledger Dispatch*, a newspaper of general circulation, published and circulated in the City of Antioch.

SECTION 8. This ordinance shall be in full force and effect thirty (30) days after its passage.

* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch, held on the 28th day of September, 1999, and passed and adopted at a regular meeting thereof, held on the 26th day of October, 1999.

AYES: Council Members Freitas, Soliz, Davis, and Mayor Rocha.

NOES: Council Member Sudario.

ABSENT: None.

s/ Mary Helen Rocha
MAYOR OF THE CITY OF ANTIOCH

ATTEST:

s/ L. Jolene Martin
CITY CLERK OF THE CITY OF ANTIOCH

STATE OF CALIFORNIA
County of Contra Costa

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City of Antioch

I L. Jolene Martin, City Clerk in and for said City of Antioch, County of
Contra Costa, State of California, do hereby certify under penalty of perjury that the hereto
attached and foregoing paper is a full, true and correct copy of _____
Ordinance No. 964-C-S now on file in this office of said city.

WITNESS, my hand, and Official Seal, this 29th day of October 19 99



City Clerk, City of Antioch
Contra Costa County, California

WHEREAS, a Negative Declaration was prepared on the proposed Amendment in accordance with the California Environmental Quality Act (Public Resources Code Section 21000 et seq.), the Guidelines for Implementation of the California

WHEREAS, by Resolution No. 99-19, adopted on August 18, 1999, the Planning Commission has reported that the Redevelopment Plan, as it is proposed to be amended by the Amendment, conforms to the General Plan of the City of Antioch and has recommended approval of the proposed Amendment; and

WHEREAS, the proposed Amendment would re-establish the time period within which the Agency can exercise its eminent domain authority and make certain other minor, technical amendments to bring the Redevelopment Plan into conformity with the current Community Redevelopment Law (Health and Safety Code Section 33000 et seq.); and

WHEREAS, the City Council has received from the Antioch Development Agency (the "Agency") a proposed amendment (the "Amendment") to the Redevelopment Plan, a copy of which is on file at the office of the Agency and at the office of the City Clerk, both at City Hall, Third and H Streets, Antioch, California, together with the Report of the Agency to the City Council on the proposed Amendment, including: (1) the reasons for amending the Redevelopment Plan; (2) the report and recommendations of the Planning Commission of the City of Antioch (the "Planning Commission"); and (3) the Negative Declaration; and

WHEREAS, the City Council of the City of Antioch (the "City Council") adopted Ordinance No. 290-C-5 on July 15, 1975, approving and adopting the Redevelopment Plan (the "Redevelopment Plan") for the Antioch Redevelopment Project (the "Project") and adopted Ordinance No. 398-C-5 on April 10, 1979, Ordinance No. 653-C-5 on November 12, 1986, and Ordinance No. 963-C-5, on October 26, 1999, amending the Redevelopment Plan; and

AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF ANTIOCH, CALIFORNIA, AMENDING
ORDINANCE NOS. 290-C-5, 398-C-5, 653-C-5 AND
APPROVING AND ADOPTING AN AMENDMENT
TO THE REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT

ORDINANCE NO. 964-C-5

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Environmental Quality Act (14 Cal. Code Regs. Section 15000 et seq.), and environmental procedures adopted by the Agency pursuant thereto; and

WHEREAS, the Agency and the City Council have reviewed and considered the Negative Declaration on the proposed Amendment and have each approved the Negative Declaration; and

WHEREAS, the City Council and the Agency held a joint public hearing on September 28, 1999, on the adoption of the Amendment and approval of the Negative Declaration on the Amendment in the City Council Chambers, Third and H Streets, Antioch, California; and

WHEREAS, a notice of said hearing was duly and regularly published in *The Ledger Dispatch*, a newspaper of general circulation in the City of Antioch, once a week for three successive weeks prior to the date of said hearing, and a copy of said notice and affidavit of publication are on file with the City Clerk and the Agency; and

WHEREAS, copies of the notice of joint public hearing and a statement concerning acquisition of property by the Agency were mailed to the last known address of each assessee of each parcel of land in the Project Area, as shown on the last equalized assessment roll of the County of Contra Costa; and

WHEREAS, copies of the notice of joint public hearing were mailed to each business and resident in the Project Area; and

WHEREAS, copies of the notice of joint public hearing were mailed by certified mail with return receipt requested to the governing body of each taxing agency that receives taxes from property in the Project Area; and

WHEREAS, the City Council has considered the Report of the Agency, the report and recommendations of the Planning Commission, the proposed Amendment and the Negative Declaration; has provided an opportunity for all persons to be heard; and has received and considered all evidence and testimony presented for or against any and all aspects of the proposed Amendment;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANTIOCH DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The purpose and intent of the City Council with respect to the Amendment is to promote the full and effective implementation of the Redevelopment

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Plan for the Antioch Redevelopment Project by re-establishing, for an additional twelve (12) years, the Agency's power to acquire property by eminent domain. Implementation of the Redevelopment Plan will serve to eliminate blight and improve the physical and economic conditions in the Project Area.

SECTION 2. The City Council hereby finds and determines that:

(a) Remaining blight exists within the Project Area, the redevelopment of which is necessary to effectuate the public purposes in the Community Redevelopment Law. This finding is based upon the facts set forth in the Agency's Report to the City Council, particularly the descriptions of deterioration, stagnated or decreased property values, vacancy rates, low lease rates, asbestos and other blighting conditions.

(b) It is necessary and desirable to amend the Redevelopment Plan in the manner set forth in the proposed Amendment in order to carry out the redevelopment of the Project Area and make possible the achievement of the goals and objectives of the Redevelopment Plan. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that, without eminent domain authority, the Agency will not be able to assemble sites and eliminate remaining blight within the Project Area.

(c) The proposed Amendment will aid in the redevelopment of the Project Area in conformity with the Community Redevelopment Law and in the interests of the public peace, health, safety and welfare. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that implementation of the Redevelopment Plan will serve to eliminate remaining blight and improve physical and economic conditions in the Project Area and that eminent domain authority is necessary for the full and effective implementation of the Redevelopment Plan.

(d) The Redevelopment Plan, as it is proposed to be amended by the Amendment, is consistent with the General Plan of the City of Antioch. This finding is based upon the findings of the Planning Commission set forth in Resolution No. 99-19, adopted on August 18, 1999, a copy of which is included in the Agency's Report to the City Council.

(e) The carrying out of the Redevelopment Plan, as it is proposed to be amended by the Amendment, will promote the public peace, health, safety and welfare of the City of Antioch and will effectuate the purposes and policy of the

Community Redevelopment Law. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that redevelopment, as contemplated by the Redevelopment Plan, will benefit the Project Area by authorizing the Agency to assemble sites for redevelopment to correct the significant blight remaining in the Project Area.

(f) The condemnation of real property within the Project Area, as provided for in the proposed Amendment, is necessary to the execution of the Redevelopment Plan, and adequate provisions have been made for the payment for property to be acquired as provided by law. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that, without eminent domain authority, certain sites within the Project Area could not be assembled for redevelopment. This finding is further based on the fact that, in connection with the acquisition of property by the Agency, the Agency will comply with all applicable provisions of the California Eminent Domain Law (Code of Civil Procedure Section 1230.010 et seq.) and the California Relocation and Real Property Acquisition Law (Government Code Section 7260 et seq.), including provisions requiring the payment of just compensation.

(g) The elimination of blight and the redevelopment of the Project Area could not reasonably be expected to be accomplished by private enterprise acting alone without the aid and assistance of the Agency. This finding is based upon the facts that, because of the higher costs and more significant risks associated with development of blighted areas, individual developers are unable and unwilling to invest in blighted areas without substantial public assistance; that funds of other public sources and programs are insufficient to eliminate the blighting conditions; and that, without the Agency's use of eminent domain, sites could not be assembled for redevelopment.

(h) The time limitation in the Redevelopment Plan regarding the Agency's eminent domain authority, as amended by the Amendment, is reasonably related to the proposed projects to be implemented in the Project Area and the ability of the Agency to eliminate blight within the Project Area. This finding is based upon the fact that Section 33333.4 of the Community Redevelopment Law provides that a time limit, not to exceed 12 years from the adoption of the Redevelopment Plan, may be established for commencement of eminent domain proceedings to acquire property within the Project Area and that said time limit may be extended by amendment of the Redevelopment Plan.

SECTION 3. In order to implement and facilitate the effectuation of the proposed Amendment, certain official actions must be taken by the City Council; accordingly, the

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City Council hereby: (a) pledges its cooperation in helping to carry out the Redevelopment Plan, as amended by the Amendment; (b) directs the various officials, departments, boards and agencies of the City of Antioch having administrative responsibilities in the Project Area likewise to cooperate to such end and to exercise their respective functions and powers in a manner consistent with the Redevelopment Plan, as amended by the Amendment; (c) stands ready to consider and take appropriate action on proposals and measures designed to effectuate the Redevelopment Plan, as amended by the Amendment; and (d) declares its intention to undertake and complete any proceedings, including the expenditure of moneys, necessary to be carried out by the City under the provisions of the Redevelopment Plan, as amended by the Amendment.

SECTION 4. The Council is satisfied that written objections, if any, received before or at the noticed public hearing have been responded to in writing. In addition, written findings have been adopted in response to each written objection, if any, of an affected property owner or taxing entity filed with the City Clerk either before or at the noticed public hearing.

SECTION 5. The Redevelopment Plan, as adopted and amended by Ordinance Nos. 290-C-S, 398-C-S, 653-C-S and 963-C-S, is hereby further amended as set forth in the "Amendment to the Redevelopment Plan for the Antioch Redevelopment Project," attached hereto. As so amended, the Redevelopment Plan is incorporated by reference herein. The Executive Director of the Agency is hereby authorized to combine the Redevelopment Plan, as amended by the Amendment, into a single document, and said document, when filed with the City Clerk and the Secretary of the Agency, shall constitute the official Redevelopment Plan for the Antioch Redevelopment Project.

SECTION 6. Ordinance Nos. 290-C-S, 398-C-S, 653-C-S and 963-C-S, are continued in full force and effect as amended by this Ordinance.

SECTION 7. The City Clerk is hereby directed to send a certified copy of this Ordinance to the Agency, and the Agency is hereby vested with the responsibility for carrying out the Redevelopment Plan, as amended by the Amendment.

SECTION 8. The City Clerk is hereby directed to record with the County Recorder of Contra Costa County a notice of the approval and adoption of the Amendment pursuant to this Ordinance, containing a statement that proceedings for the redevelopment of the Project Area pursuant to the Redevelopment Plan, as amended by the Amendment, have been instituted under the Community Redevelopment Law.

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SECTION 9. The City Clerk is hereby ordered and directed to certify to the passage of this Ordinance and to cause the same to be published once in *The Ledger Dispatch*, a newspaper of general circulation, published and circulated in the City of Antioch.

SECTION 10. If any part of this Ordinance, or the Amendment that it approves, is held to be invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance or of the Amendment, and this City Council hereby declares that it would have passed the remainder of the Ordinance, or approved the remainder of the Amendment, if such invalid portion thereof had been deleted.

SECTION 11. Effective Date. This Ordinance shall be in full force and effect thirty (30) days after its adoption.

* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch, held on the 28th day of September, 1999, and passed and adopted at a regular meeting thereof, held on the 26th day of October, 1999.

AYES: Council Members Freitas, Soliz, Davis, and Mayor Rocha.

NOES: Council Member Sudario.

ABSENT: None.

s/ Mary Helen Rocha
MAYOR OF THE CITY OF ANTIOCH

ATTEST:

s/ L. Jolene Martin
CITY CLERK OF THE CITY OF ANTIOCH

EXHIBIT "A"

PROJECT AREA
BOUNDARY DESCRIPTION

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Beginning at the most northerly boundary corner of the City of Antioch; thence generally south along the West boundary to a point on the north line of State Highway 4 and its intersection with the east line of the Los Medanos Wasteway; thence southerly along said east line to the south line of Delta Fair Boulevard; thence easterly along said south line to the northwest corner of Parcel 74-123-04; thence southerly and easterly along the west and south boundaries of said parcel to the west line of Fairview Drive; thence southerly along said west line to the north line of Parcel 74-123-05; thence westerly along said north line to the north line of a 100 foot East Bay Municipal Utility District right-of-way; thence westerly along said north line to the east line of said Los Medanos Wasteway; thence southerly along said east line to the south line of Buchanan Road; thence easterly along said south line to the northwest corner of Parcel 75-010-07; thence southerly and easterly along south and west boundaries of said parcel to the center line of Somersville Road; thence southerly along said center line to a point on the southwest line of the Contra Costa Canal, said point being on the boundary of the City of Antioch; thence southerly, easterly, and northerly along said boundary to said southwest line of the Contra Costa Canal; thence northerly along said southwest line to the east line of Markley Creek; thence northeasterly along said east line to the west line of Parcel 76-030-068; thence southerly, easterly, and northerly along the west, south, and east boundary lines of said parcel to the east line of Markley Creek; thence northeasterly along said east line to the north line of Mahogany Way; thence westerly along said north line to the southwest corner of Parcel 74-370-008; thence northerly along the west line of said parcel to the south line of Sycamore Drive; thence easterly along said south line to the northeast corner of said Parcel 74-370-008; thence northerly across Sycamore Drive and along the east boundary of Parcel 74-370-004 to the south line of the Southern Pacific Railroad; thence easterly along the Southern Pacific Railroad to a point which is south of the southwest corner of Parcel 74-321-002; thence northwesterly along the south line of Fairview Terrace subdivision to the southeast corner of Parcel 74-180-003; thence along the southeast boundary of said parcel to the north line of West 18th Street; thence along said north line to the southeast corner of Parcel 74-171-003; thence along the west line of the Fairview Terrace subdivision to a point on the south line of Parcel 74-160-001; thence easterly along the north line of Parcel 74-160-008 and Parcel 74-334-027 to the northeast corner of said Parcel 74-334-027; thence north along the east line of Parcel 74-334-026 and Parcel 74-334-015 to the south line of 10th Street; thence easterly along the south line of 10th Street to the west line of Parcel 67-021-001; thence southerly and easterly along the boundary of said parcel and Parcel 67-021-002 and across "L" Street to the east line, thence south to the southwest corner of Parcel 67-022-002; thence easterly along the north line of Loma Lane to the east line of "H" Street; thence northerly to the northwest corner of Parcel 67-050-016; thence easterly to the east line of "G" Street; thence southerly to the southwest corner of Parcel 67-060-001; thence easterly and northerly along said boundary to the south line of 10th Street; thence westerly to a point which is south of the

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southeast corner of Parcel 66-207-014; thence northerly along the east line of Parcels 66-207-014 and 66-207-008 to the south line of 9th Street; thence west to the east line of "G" Street; thence northerly to the northwest corner of Parcel 66-203-014; thence westerly to the west line of "H" Street; thence southerly to the southeast corner of Parcel 66-205-008; thence westerly to the southeast corner of Parcel 66-217-007; thence along the boundary of said parcel northerly and westerly to the west line of "L" Street; thence southerly to the north line of 10th Street; thence westerly to the west line of "O" Street; thence northerly along "O" Street to the northeast corner of Parcel 74-130-043; thence westerly 150 feet; thence northerly to the south line of 5th Street; thence east to the east line of "M" Street; thence north to the south line of 4th Street; thence east to the east line of "L" Street; thence north to the northwest corner of Parcel 66-103-008; thence easterly to the southwest corner of Parcel 66-092-012; thence southerly to the south line of 3rd Street; thence easterly to the northeast corner of Parcel 66-107-009; thence south to the south line of Fourth Street; thence east to the northeast corner of Parcel 66-133-010; thence south to the southeast corner thereof; thence easterly to the east line of "I" Street to the west line of Parcel 66-141-006; thence southerly, easterly, and northerly along the west, south, and east boundary of said parcel to the northwest corner of parcel 66-141-005; thence easterly to the west line of "H" Street; thence southerly to the south line of 6th Street; thence easterly to the east line of "F" Street; thence northerly to the south line of 4th Street; thence easterly to the northeast corner of Parcel 66-144-009; thence northerly to the northwest corner of Parcel 66-057-004; thence easterly and along the north lines of Parcels 66-057-004, 66-057-003, 66-057-002, and 66-057-001 to the east line of "E" Street; thence northerly to the south line of 3rd Street; thence east to the west line of "C" Street; thence southerly to the south line of 4th Street; thence easterly to the west line of "B" Street; thence southerly to the south line of 6th Street; thence easterly to the northeast corner of Parcel 66-161-013; thence southerly to the north line of 8th Street; thence westerly to the southwest corner of Parcel 66-163-003; thence southerly to the north line of 9th Street; thence westerly to the west line of "B" Street; thence southerly to the north line of 10th Street; thence westerly to the southwest corner of Parcel 66-189-003; thence southerly and easterly along the boundary of Parcel 67-092-001, to the northeast corner of Parcel 67-092-003; thence southerly to the southeast corner of Parcel 67-093-016; thence westerly, southerly, and easterly along the north, west, and south boundary lines of Parcel 67-093-019 to the northwest corner of Parcel 67-102-067; thence southerly to the southwest corner of Parcel 67-102-052; thence easterly to the northeast corner of Parcel 67-102-007; thence southerly to the south side of 15th Street; thence easterly to the northeast corner of Parcel 67-103-026; thence southerly to the southeast corner thereof; thence southerly, easterly, southerly, and westerly along the eastern boundary lines of Parcel 67-103-017 to the northwest corner of Parcel 67-103-018; thence southerly to the south line of 17th Street; thence west and south along the boundary of Parcel 67-243-030 to the southwest corner thereof; thence westerly to the northwest corner of Parcel 67-243-006; thence southerly to the south line of 18th Street; thence westerly to the northwest corner of Parcel 67-246-008; thence southerly to the southwest corner thereof; thence westerly to the northeast corner of Parcel 67-262-002; thence southerly

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to the north line of 19th Street; thence westerly to the southwest corner of Parcel 67-251-004; thence northerly to the northwest corner thereof; thence westerly to the east line of "D" Street; thence southerly to the north line of 20th Street; thence easterly to the east line of "C" Street; thence northerly to the northwest corner of Parcel 67-263-004; thence easterly to the northeast corner of Parcel 67-263-001; thence southerly to the northwest corner of Parcel 67-251-010; thence easterly to the northeast corner of Parcel 67-251-009; thence southerly to the south line of 20th Street; thence easterly to the northeast corner of Parcel 67-252-007; thence southerly to the southeast corner thereof; thence westerly to the southwest corner of Parcel 67-252-001; thence northerly to the southeast corner of Parcel 67-266-007; thence westerly to the east line of "C" Street; thence north to the south line of 20th Street; thence westerly to the east line of "D" Street; thence southerly to the south line of Parcel 67-277-002; thence southeast to the northeast corner of Parcel 67-274-005; thence southerly to the south line of West Madrid Street; thence easterly to the northwest corner of Parcel 67-275-023; thence southerly to the south line of Rossi Avenue; thence west, south, and east along the boundary line of Parcel 67-282-029 to the northwest corner of Parcel 67-232-026; thence southerly to the south line of Texas Street; thence easterly to the west line of "A" Street; thence southerly to the north line of Drake Street; thence easterly to the southeast corner of Parcel 63-142-019; thence westerly and northerly along the boundary of subdivision Sunset Gardens to the south line of Brian Ave; thence easterly to the point south of the southeast corner of Parcel 68-132-036; thence northerly to the northeast corner of said parcel; thence easterly, northerly, and westerly along the boundary of Parcel 68-132-033 to the southeast corner of Parcel 68-132-037; thence northerly to the northeast corner of Parcel 68-131-037; thence easterly and northerly along the south and east boundary of Parcel 68-131-031, to the south line of Southern Pacific Railroad; thence along said south line northwesterly to the east line of "A" Street; thence northerly to the south line of 19th Street; thence easterly to the point which is south of the southeast corner of Parcel 68-011-034; thence northerly along the east boundary lines of Parcels 68-011-034 and 68-011-001 to the south line of E. 18th Street; thence easterly to the west line of Evergreen Avenue; thence southerly to the point which is west of the southwest corner of Parcel 68-017-010; thence easterly to the southeast corner thereof; thence northerly to the south west corner of Parcel 68-041-002; thence easterly to the east line of Helmuth Lane; thence northerly to the southwest corner of Parcel 68-041-011; thence easterly to the southeast corner of said parcel; thence southerly to the southwest corner of Parcel 68-041-013; thence easterly to the east line of Alpha Way; thence southerly to the southwest corner of Parcel 68-042-023; thence easterly to the southeast corner thereof; thence southerly to the southwest corner of Parcel 68-042-003; thence easterly to the east line of Crestwood Drive; thence northerly to the northwest corner of Parcel 68-043-011; thence easterly to the southeast corner of Parcel 68-046-034; thence northerly and easterly along the west and north boundary lines of Parcel 68-046-003 to the east line of Cavallo Road; thence north to the southwest corner of Parcel 68-051-015; thence easterly to the southeast corner of Parcel 68-051-019; thence southerly to the southwest corner of Parcel 68-051-042; thence easterly to the southwest corner of Parcel 68-051-024; thence northerly to the northwest

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corner of Parcel 68-051-037; thence easterly to the east line of Biglow Drive; thence northerly to the north line of E. 18th Street; thence easterly to the west line of Hillcrest Avenue; thence southerly along the west line of Hillcrest Avenue to a point which is west of the south west corner of Parcel 51-272-035; thence easterly and northerly along the south and east boundary of said parcel to the south line of E. 18th Street; thence easterly to the northeast corner of Parcel 51-272-006; thence southerly to the southeast corner of Parcel 51-242-005; thence westerly to the east line of Hillcrest Avenue, said line being the Antioch City Limits; thence along said Antioch City Limits line southerly, easterly, northerly, and westerly to the southeast corner of Parcel 51-263-019; thence westerly to the southwest corner of Parcel 51-265-035; thence westerly along the south lines of Parcels 51-120-022 and 51-120-023 to the southeast corner of Parcel 51-120-016; thence westerly to the east line of Hillcrest Avenue; thence northerly to a point which is east of the northeast corner of Parcel 65-262-024; thence westerly to the southeast corner of Parcel 65-262-027; thence westerly along the south line of Lake Alhambra subdivision to the southeast corner of Parcel 65-235-019; thence northerly to the south line of South Lake Drive; thence westerly to the west line of Alhambra Drive; thence southerly to the northeast corner of Parcel 65-142-023; thence along the boundary of said parcel westerly to the east line of Amber Drive; thence northerly to a point which is east of the southeast corner of Parcel 65-143-013; thence westerly to the southwest corner of Parcel 65-143-007; thence northerly to the north line of Amber Drive; thence westerly to the east line of Cavallo Road; thence northerly to a point which is east of the northeast corner of Parcel 65-151-037; thence westerly to the northwest corner thereof; thence southerly to the northeast corner of Parcel 65-151-002; thence westerly to the west line of Noia Avenue; thence southerly to the northeast corner of Parcel 65-152-043; thence westerly to the west line of Wisner Drive; thence northerly to the northeast corner of Parcel 65-152-027; thence westerly and southerly along the north and west lines of said parcel to the northeast corner of Parcel 65-161-001; thence westerly to the west line of Marie Avenue; thence northerly to the southeast corner of Parcel 65-164-012; thence westerly, northerly, and westerly along the boundary of Parcel 65-164-023 to the northwest corner thereof; thence northerly to the south line of East 16th Street; thence westerly to the northeast corner of Parcel 65-172-022; thence southerly to the southeast corner thereof; thence westerly to the north west corner of Parcel 65-172-027; thence southerly to the southeast corner of Parcel 65-172-007; thence westerly along the boundary lines of Parcels 65-172-024, 65-172-025, and 65-172-020 to the northwest corner of Parcel 65-172-028; thence northerly to the southeast corner of Parcel 65-183-009; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-007; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-006; thence westerly to the southwest corner of Parcel 65-183-004; thence northerly to the north line of East 16th Street; thence westerly to the southwest corner of Parcel 65-182-030; thence northerly to the northwest corner thereof; thence easterly to the southeast corner of Parcel 65-182-027; thence northerly to the northwest corner of Parcel 65-181-020; thence easterly to the southeast corner of Parcel 65-181-014; thence northerly and westerly along the east and north line of said parcel to the east line of "A" Street; thence northerly to the northwest corner of Parcel 65-181-018; thence easterly to the southeast

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BOOK 7581 PG 989

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corner of Parcel 65-075-002; thence northerly to the north line of E. 13th Street; thence easterly to the southeast corner of Parcel 65-071-009; thence northerly to the southeast corner of Parcel 65-064-005; thence westerly to "A" Street; thence northerly to the southwest corner of Parcel 65-061-008; thence easterly to the southeast corner thereof; thence northerly to the north line of Wilbur Avenue; thence easterly to the southeast corner of Parcel 66-164-007; thence northerly to the point on the south line of Parcel 66-164-010; thence westerly to the southwest corner of Parcel 66-164-013; thence northerly to the north line of 7th Street; thence easterly to the southeast corner of Parcel 66-162-008; thence northerly to a point on the south line of Parcel 66-162-011; thence easterly and northerly along the southerly and easterly boundaries of said parcel to the south line of 6th Street; thence northerly to the southeast corner of Parcel 66-032-018; thence northerly to the northeast corner thereof; thence easterly to the east line of the roadway described in Book 27 of Deeds at Page 475; thence southerly along the east line thereof to the northwest corner of Parcel 65-050-026; thence easterly to the northeast corner of Parcel 65-050-013; thence north, east, and south along the boundary of Parcel 65-050-006 to the northwest line of Parcel 65-050-005; thence easterly along the northerly and easterly property lines of Parcels 65-050-005, and 65-050-029, to the northeast corner of Parcel 65-050-029; thence southerly to the northerly most point of Parcel 65-050-017; thence southeasterly along the eastern boundary of said Parcel 65-050-017 to the north line of Wilbur Avenue; thence easterly along the north line of Wilbur Avenue to a point which is north of the west line of Marie Avenue; thence south to the south line of Wilbur Avenue, thence east to the northeast corner of Parcel 65-101-014; thence southerly to the northwest corner of Parcel 65-101-015; thence easterly to the northeast corner of Parcel 65-110-012, said corner being on the Antioch City Limits; thence along northerly, and westerly along said City of Antioch boundary to the point of beginning.

* * * * *

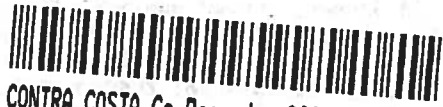
(END OF DOCUMENT)

END OF DOCUMENT

6

**RECORDED AT REQUEST OF
AND FOR THE BENEFIT OF:
CITY OF ANTIOCH**

**WHEN RECORDED MAIL TO:
L. Jolene Martin
City Clerk
P.O. Box 5007
Antioch, CA 94531-5007**



**CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2007-0192911-00**

Check Number
Tuesday, JUL 03, 2007 14:32:00
FRE \$0.00!!

Ttl Pd \$0.00

Nbr-0003770708
lee/R5/1-6

**REVISED NOTICE OF ADOPTION OF THE
REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT AREA NO. 1**

Recording Requested by
and When Recorded Return to:

L. Jolene Martin, City Clerk
City of Antioch
P.O. Box 5007
Antioch, Ca 94531-5007

Exempt from recording fees pursuant to
Government Code Section 27383

**ALL PROPERTY TO WHICH THIS NOTICE PERTAINS
IS LOCATED WITHIN THE ANTIOCH REDEVELOPMENT PROJECT AREA NO. 1**

**REVISED NOTICE OF ADOPTION OF THE
REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT AREA NO. 1**

NOTICE IS HEREBY GIVEN, in compliance with Section 33373(c) of the California Health and Safety Code which became effective January 1, 2007, that the City Council of the City of Antioch, California ("City Council") adopted Ordinance No. 290 C.S. on July 15, 1975, as amended, approving and adopting the Redevelopment Plan for the Antioch Project Area No. 1 (the "Redevelopment Plan"). The Antioch Development Agency ("Agency") is vested with the responsibility to carry out the Redevelopment Plan.

A legal description of the boundaries of Project Area No. 1 is attached hereto as Exhibit A and incorporated herein by reference and a copy of the Redevelopment Plan may be obtained from the Agency.

Proceedings for the redevelopment of Project Area No. 1, as contemplated by the Redevelopment Plan have been instituted under the California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*).

AGENCY'S EMINENT DOMAIN AUTHORITY. Sections 104, 105 and 701 of the Redevelopment Plan provides as follows:

When the Agency exercises its power of eminent domain, it shall be exercised within the following limitations:

The Redevelopment Plan may be amended by means of the procedures established in Section 33354.6 and/or Sections 33450-33458 of the Community Redevelopment Law or by any other procedure hereafter established by law; however, the Redevelopment Plan may not be

1017001v1 21132/0001

amended to provide for the acquisition by eminent domain on any property zoned for residential uses as of the date the ordinance adopting the third amendment to the Plan becomes effective.

It is in the public interest and is necessary in order to eliminate the conditions requiring redevelopment and in order to execute this Plan for the power of eminent domain to be employed by the Agency to acquire real property in the Project Area which cannot be acquired by gift, devise, exchange, purchase, or any other lawful method. Eminent Domain proceedings, if used, must be commenced within twelve (12) years from the date the ordinance adopting the third amendment to the Plan becomes effective (or by October 26, 2011). This time limit for commencement of eminent domain proceedings may be extended only by amendment of the Plan.

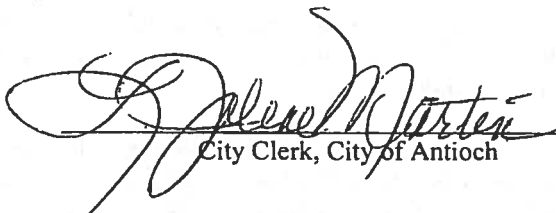
The Agency shall not acquire by eminent domain real property zoned for residential uses as of the date the ordinance adopting the third amendment to the Plan becomes effective.

It is the policy of the Agency to encourage the participation of property owners and businesses within the Project Area. Accordingly, the Agency has adopted Rules Governing Participation by, and the Extension of Reasonable Preferences to, Property Owners and Tenants in Project Area No. 1, which extend reasonable preferences to property owners and tenants in the Project Area, to participate in the redevelopment of the Project Area. The power of eminent domain shall not be exercised except in compliance with the rules and procedures set forth therein, as amended from time to time.

Generally, personal property shall not be acquired. However, where necessary in the execution of the Redevelopment Plan, the Agency is authorized to acquire personal property in the Project Area by any lawful means.

Filed for recordation with the County Recorder of Contra Costa County by order of the City Council of the City of Antioch, California.

Dated: June 21, 2007.



City Clerk, City of Antioch

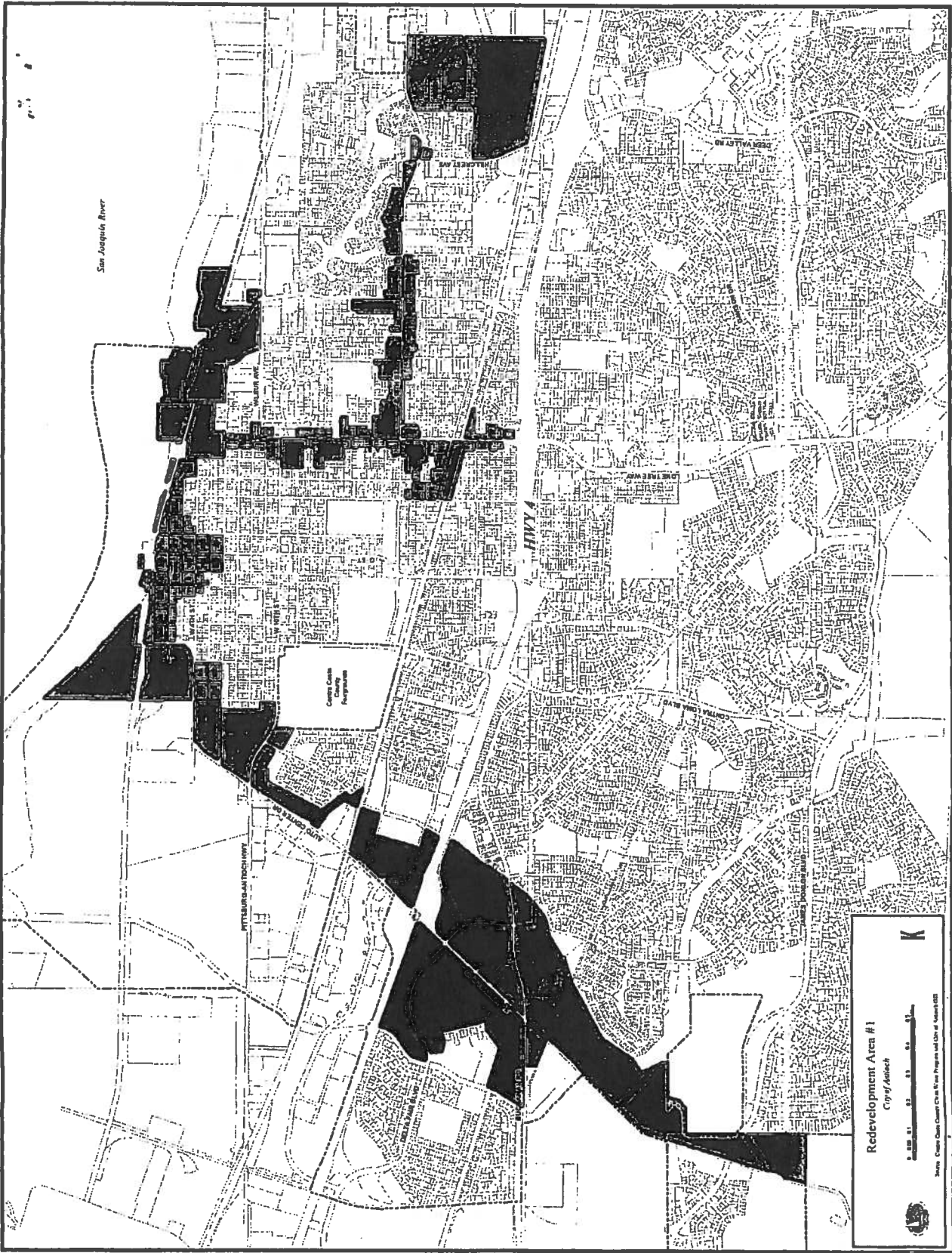
Attachment: Legal Description

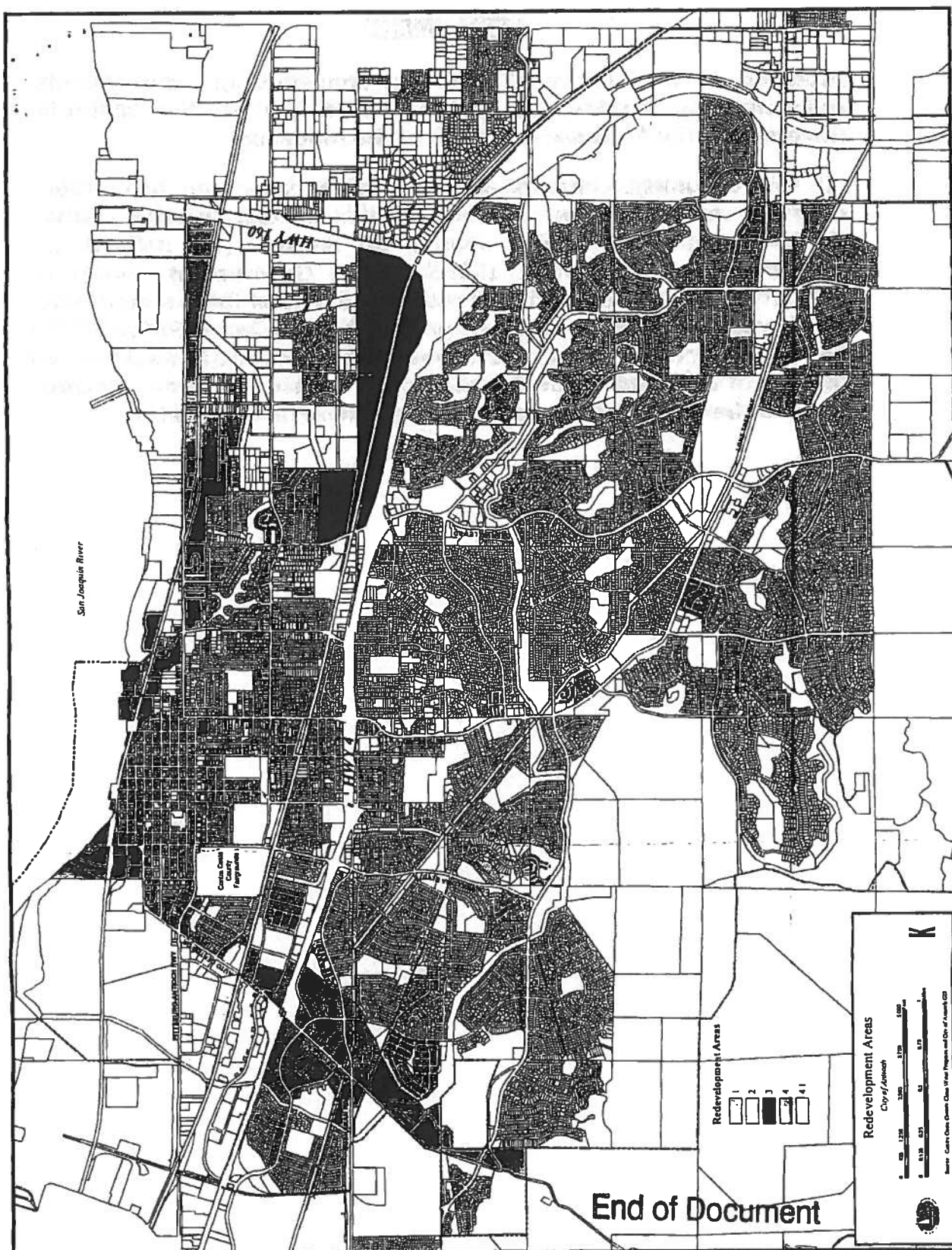
EXHIBIT A

LEGAL DESCRIPTION OF PROJECT AREA NO. 1

Exhibit A

1017001v1 21132/0001





ATTACHMENT

Attached is the document you (or someone on your behalf) requested. As required by Section 12956.1(b) of the California Government Code, please take note of the following:

"If this document contains any restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, source of income (as defined in subdivision (p) of Section 12955 of the Government Code) or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO

City of Antioch
City Hall
Third and H Streets
Antioch, California 94509
Attn: City Attorney



CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2011-0054794-00

Tuesday, MAR 15, 2011 10:21:33

FRE \$0.00

Ttl Pd \$0.00

Nbr-0000865049

lrc/R9/1-8

NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE SECTION 27383

066-082-007-7

GRANT DEED

For valuable consideration, the receipt of which is hereby acknowledged,

The Antioch Development Agency, a public body, corporate and politic, of the State of California (the "Grantor"), acting to carry out redevelopment purposes pursuant to the Community Redevelopment Law of the State of California, hereby grants to the City of Antioch, a municipal corporation (the "Grantee"), the real property (the "Property") described in Attachment No. 1 attached hereto and incorporated in this Grant Deed by this reference.

1. The Property is located within the Antioch Community Redevelopment Project Area, (the "Project Area") and is subject to the Antioch Community Redevelopment Plan (the "Redevelopment Plan").

2. In accordance with the terms of the Conveyance Agreement between the Grantor and Grantee dated as of March 9, 2011 (the "Agreement"), the Grantee hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the Property in furtherance of the Redevelopment Plan.

3. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, 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 Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

In Deeds:

109601953744.2

"(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, establish or permit any 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Leases:

"(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee or any person claiming under or through the lessee, 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.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Contracts:

"(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor

shall the transferee or any person claiming under or through the transferee 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 of the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

4. The covenant contained in Section 2 regarding the use of the Property shall remain in effect until the expiration of the effectiveness of the Redevelopment Plan. The covenants contained in Section 3 regarding non-discrimination shall remain in effect in perpetuity.

5. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, and any successor in interest to the Property 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. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties 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 property 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.

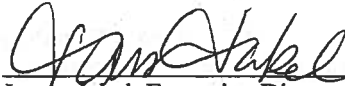
6. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the rights to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

7. This Grant Deed may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.


IN WITNESS WHEREOF, the parties hereto have executed this Grant Deed as of this 14th day of March 2011.

GRANTOR:

ANTIOCH DEVELOPMENT AGENCY, a public
body, corporate and politic

By: 
James Jakel, Executive Director

CITY OF ANTIOCH, a municipal corporation

By: 
James Jakel, City Manager

ATTACHMENT NO. 1
PROPERTY DESCRIPTION

APN 066-082-005:

That real property situated in the City of Antioch, County of Contra Costa, State of California, described as follows:

PARCEL C.E:

Lots 7, 8, 9, 10, 11 and 12, Block 1, Town of Antioch, as per maps thereof on file in the office of the Recorder of the County of Contra Costa.

PARCEL TWO:

The North 1/2 of the North 1/2 of Lot 16, Block 1, Town of Antioch, as per maps thereof on file in the office of the Recorder of the County of Contra Costa.

APNS 006-082-006 and 007:

That real property situated in the City of Antioch, County of Contra Costa, State of California, described as follows:

PARCEL ONE:

Commencing at a point 74 feet West of the intersection of the West line of Galloway Street, with the South line of Front Street; thence Westerly along the said South line of Front Street, 26 feet; thence at right angles South 100 feet; thence at right angles East 26 feet; thence at right angles North 100 feet to the point of beginning. Being Lot 5 and the West 1 foot of Lot 4, Block 1, Town of Antioch, as shown on the maps of record on file in the office of the County Recorder of Contra Costa County.

PARCEL TWO:

Lot 6, Block 1, of the Town of Antioch, as per maps of record on file in the office of the County Recorder of Contra Costa County.

APN 066-082-008:

That real property situated in the City of Antioch, County of Contra Costa, State of California, described as follows:

Lots 2, 3 and 4, Block 1, Town of Antioch, as per maps thereof on file in the office of the Recorder of the County of Contra Costa.

EXCEPTING FROM LOT 4: The West 1 foot thereof granted in the deed to M. H. Jacobs, recorded March 22, 1873, Book 24 of Deeds, page 424.

STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James Jake, 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.



Sharon P. Daniels
Notary Public

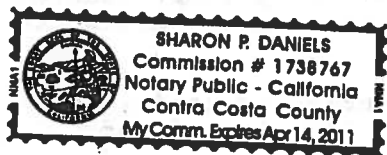
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

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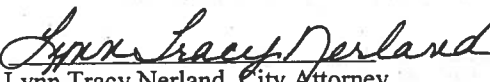
Sharon P. Daniels
Notary Public

**CERTIFICATE OF ACCEPTANCE
(Pursuant to Government Code 27281)**

This is to certify that the interest in real property conveyed by the Grant Deed from the Antioch Development Agency, dated March 14, 2011 to the City of Antioch, a municipal corporation (the "City"), is hereby accepted on March 14, 2011, by the undersigned officer or agent on behalf of the City pursuant to authority conferred by resolution of the City Council adopted on March 8, 2011, and the City Council consents to the recordation of said document in the Office of the Recorder of Contra Costa, State of California.

Dated: March 14, 2011

By: 
James Jakel, City Manager

By: 
Lynn Tracy Nerland, City Attorney

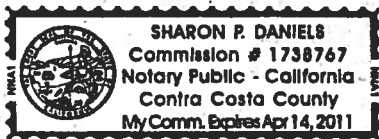
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James Jake, 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.



Sharon P. Daniels
Notary Public

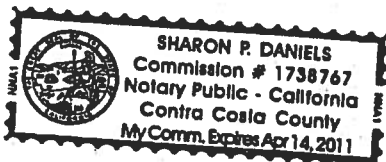
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared Lynn Tracy Newland, 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.



Sharon P. Daniels
Notary Public

END OF DOCUMENT

ATTACHMENT

Attached is the document you (or someone on your behalf) requested. As required by Section 12956.1(b) of the California Government Code, please take note of the following:

"If this document contains any restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, source of income (as defined in subdivision (p) of Section 12955 of the Government Code) or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Antioch
City Hall
Third and H Streets
Antioch, California 94509
Attn: City Attorney



CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2011-0054795-00

Tuesday, MAR 15, 2011 10:21:33
FRE \$0.00::

Ttl Pd \$0.00

Nbr-0000865050
lrc/R9/1-8

NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE SECTION 27383

066-082-006-9

GRANT DEED

For valuable consideration, the receipt of which is hereby acknowledged,

The Antioch Development Agency, a public body, corporate and politic, of the State of California (the "Grantor"), acting to carry out redevelopment purposes pursuant to the Community Redevelopment Law of the State of California, hereby grants to the City of Antioch, a municipal corporation (the "Grantee"), the real property (the "Property") described in Attachment No. 1 attached hereto and incorporated in this Grant Deed by this reference.

1. The Property is located within the Antioch Community Redevelopment Project Area, (the "Project Area") and is subject to the Antioch Community Redevelopment Plan (the "Redevelopment Plan").

2. In accordance with the terms of the Conveyance Agreement between the Grantor and Grantee dated as of March 9, 2011 (the "Agreement"), the Grantee hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the Property in furtherance of the Redevelopment Plan.

3. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, 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 Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

In Deeds:

109601953744.2

“(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, establish or permit any 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”

In Leases:

“(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee or any person claiming under or through the lessee, 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.

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In Contracts:

“(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor

shall the transferee or any person claiming under or through the transferee 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 of the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

4. The covenant contained in Section 2 regarding the use of the Property shall remain in effect until the expiration of the effectiveness of the Redevelopment Plan. The covenants contained in Section 3 regarding non-discrimination shall remain in effect in perpetuity.

5. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, and any successor in interest to the Property 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. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties 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 property 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.

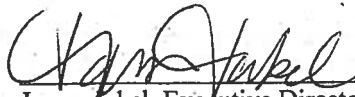
6. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the rights to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

7. This Grant Deed may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

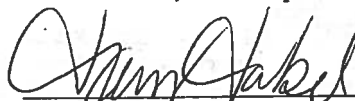
IN WITNESS WHEREOF, the parties hereto have executed this Grant Deed as of this 14th day of March 2011.

GRANTOR:

ANTIOCH DEVELOPMENT AGENCY, a public
body, corporate and politic

By: 
James Jakel, Executive Director

CITY OF ANTIOCH, a municipal corporation

By: 
James Jakel, City Manager

ATTACHMENT NO. 1
PROPERTY DESCRIPTION

APN 066-082-005:

That real property situated in the City of Antioch, County of Contra Costa, State of California, described as follows:

PARCEL C.E:

Lots 7, 8, 9, 10, 11 and 12, Block 1, Town of Antioch, as per maps thereof on file in the office of the Recorder of the County of Contra Costa.

PARCEL TWO:

The North 1/2 of the North 1/2 of Lot 16, Block 1, Town of Antioch, as per maps thereof on file in the office of the Recorder of the County of Contra Costa.

APNS 006-082-006 and 007:

That real property situated in the City of Antioch, County of Contra Costa, State of California, described as follows:

PARCEL ONE:

Commencing at a point 74 feet West of the intersection of the West line of Galloway Street, with the South line of Front Street; thence Westerly along the said South line of Front Street, 26 feet; thence at right angles South 100 feet; thence at right angles East 26 feet; thence at right angles North 100 feet to the point of beginning. Being Lot 5 and the West 1 foot of Lot 4, Block 1, Town of Antioch, as shown on the maps of record on file in the office of the County Recorder of Contra Costa County.

PARCEL TWO:

Lot 6, Block 1, of the Town of Antioch, as per maps of record on file in the office of the County Recorder of Contra Costa County.

APN 066-082-008:

That real property situated in the City of Antioch, County of Contra Costa, State of California, described as follows:

Lots 2, 3 and 4, Block 1, Town of Antioch, as per maps thereof on file in the office of the Recorder of the County of Contra Costa.

EXCEPTING FROM LOT 4: The West 1 foot thereof granted in the deed to M. H. Jacobs, recorded March 22, 1873, Book 24 of Deeds, page 424.

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James Takei, 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.



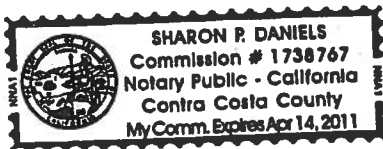
Sharon P. Daniels
Notary Public

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James Takei, 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.



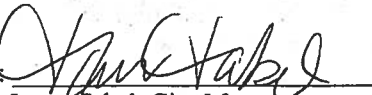
Sharon P. Daniels
Notary Public

**CERTIFICATE OF ACCEPTANCE
(Pursuant to Government Code 27281)**

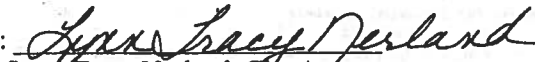
This is to certify that the interest in real property conveyed by the Grant Deed from the Antioch Development Agency, dated March 14, 2011 to the City of Antioch, a municipal corporation (the "City"), is hereby accepted on March 14, 2011, by the undersigned officer or agent on behalf of the City pursuant to authority conferred by resolution of the City Council adopted on March 8, 2011, and the City Council consents to the recordation of said document in the Office of the Recorder of Contra Costa, State of California.

Dated: March 14, 2011

By:


James Jakel, City Manager

By:


Lynn Tracy Nerland, City Attorney

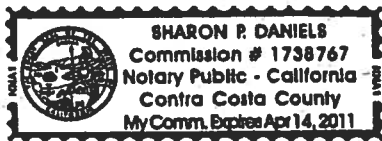
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James J. Kel, 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.



Sharon P. Daniels
Notary Public

STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared Lynn Tracy Newland, 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.



Sharon P. Daniels
Notary Public

END OF DOCUMENT

ATTACHMENT

Attached is the document you (or someone on your behalf) requested. As required by Section 12956.1(b) of the California Government Code, please take note of the following:

"If this document contains any restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, source of income (as defined in subdivision (p) of Section 12955 of the Government Code) or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

8

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Antioch
City Hall
Third and H Streets
Antioch, California 94509
Attn: City Attorney



CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2011-0054796-00
Tuesday, MAR 15, 2011 10:21:54
FRE \$0.00
Ttl Pd \$0.00
Nbr-0000865051
lrc/R9/1-8

NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE SECTION 27383

066-082-005-1

GRANT DEED

For valuable consideration, the receipt of which is hereby acknowledged,

The Antioch Development Agency, a public body, corporate and politic, of the State of California (the "Grantor"), acting to carry out redevelopment purposes pursuant to the Community Redevelopment Law of the State of California, hereby grants to the City of Antioch, a municipal corporation (the "Grantee"), the real property (the "Property") described in Attachment No. 1 attached hereto and incorporated in this Grant Deed by this reference.

1. The Property is located within the Antioch Community Redevelopment Project Area, (the "Project Area") and is subject to the Antioch Community Redevelopment Plan (the "Redevelopment Plan").
2. In accordance with the terms of the Conveyance Agreement between the Grantor and Grantee dated as of March 9, 2011 (the "Agreement"), the Grantee hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the Property in furtherance of the Redevelopment Plan.
3. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, 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 Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

In Deeds:

109601953744.2

“(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, establish or permit any 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”

In Leases:

“(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee or any person claiming under or through the lessee, 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.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”

In Contracts:

“(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor

shall the transferee or any person claiming under or through the transferee 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 of the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

4. The covenant contained in Section 2 regarding the use of the Property shall remain in effect until the expiration of the effectiveness of the Redevelopment Plan. The covenants contained in Section 3 regarding non-discrimination shall remain in effect in perpetuity.

5. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, and any successor in interest to the Property 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. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties 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 property 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.

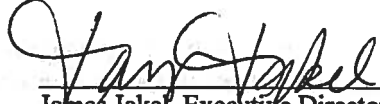
6. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the rights to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

7. This Grant Deed may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Deed as of this 14th day of March 2011.

GRANTOR:

ANTIOCH DEVELOPMENT AGENCY, a public
body, corporate and politic

By: 
James Jakel, Executive Director

CITY OF ANTIOCH, a municipal corporation

By: 
James Jakel, City Manager

ATTACHMENT NO. 1
PROPERTY DESCRIPTION

APN 066-082-005:

That real property situated in the City of Antioch, County of Contra Costa, State of California, described as follows:

PARCEL ONE:

Lots 7, 8, 9, 10, 11 and 12, Block 1, Town of Antioch, as per maps thereof on file in the office of the Recorder of the County of Contra Costa.

PARCEL TWO:

The North 1/2 of the North 1/2 of Lot 16, Block 1, Town of Antioch, as per maps thereof on file in the office of the Recorder of the County of Contra Costa.

APNS 006-082-006 and 007:

That real property situated in the City of Antioch, County of Contra Costa, State of California, described as follows:

PARCEL ONE:

Commencing at a point 74 feet West of the intersection of the West line of Galloway Street, with the South line of Front Street; thence Westerly along the said South line of Front Street, 26 feet; thence at right angles South 100 feet; thence at right angles East 26 feet; thence at right angles North 100 feet to the point of beginning. Being Lot 5 and the West 1 foot of Lot 4, Block 1, Town of Antioch, as shown on the maps of record on file in the office of the County Recorder of Contra Costa County.

PARCEL TWO:

Lot 6, Block 1, of the Town of Antioch, as per maps of record on file in the office of the County Recorder of Contra Costa County.

APN 066-082-008:

That real property situated in the City of Antioch, County of Contra Costa, State of California, described as follows:

Lots 2, 3 and 4, Block 1, Town of Antioch, as per maps thereof on file in the office of the Recorder of the County of Contra Costa.

EXCEPTING FROM LOT 4: The West 1 foot thereof granted in the deed to M. H. Jacobs, recorded March 22, 1873, Book 24 of Deeds, page 424.

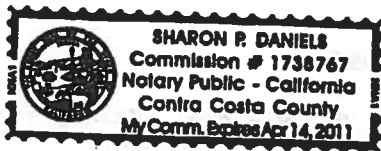
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James J. Kel, 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.



Sharon P. Daniels
Notary Public

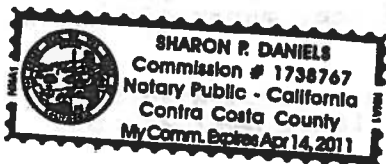
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

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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.

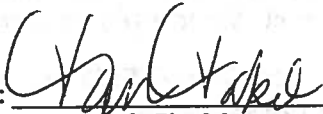


Sharon P. Daniels
Notary Public

CERTIFICATE OF ACCEPTANCE
(Pursuant to Government Code 27281)

This is to certify that the interest in real property conveyed by the Grant Deed from the Antioch Development Agency, dated March 14, 2011 to the City of Antioch, a municipal corporation (the "City"), is hereby accepted on March 14, 2011, by the undersigned officer or agent on behalf of the City pursuant to authority conferred by resolution of the City Council adopted on March 8, 2011, and the City Council consents to the recordation of said document in the Office of the Recorder of Contra Costa, State of California.

Dated: March 14, 2011

By: 
James Jakel, City Manager

By: 
Lynn Tracy Nerland, City Attorney

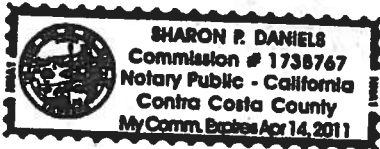
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On MARCH 14, 2011, before me, Sharon P. Daniels Notary Public, personally appeared James Take, 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.



Sharon P. Daniels
Notary Public

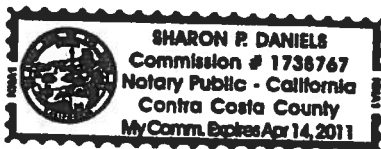
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On MARCH 14, 2011, before me, Sharon P. Daniels Notary Public, personally appeared Lynn Tracy Depant, 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.



Sharon P. Daniels
Notary Public

END OF DOCUMENT

7. Preliminary Report - CA

CLTA Preliminary Report Form
(Rev. 11/06)

Order Number: 0714-3761852
Page Number: 1



First American Title

First American Title Company

191 Sand Creek Road, Suite 50
Brentwood, CA 94513

Escrow Officer: Stacey Barrack
Phone: (925)240-9901
Fax No.: (866)407-2081
E-Mail: sbarrack@firstam.com

E-Mail Loan Documents to: BrentwoodEDocs@firstam.com
Property: 1st Street
Antioch, CA

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

First American Title

Dated as of May 17, 2011 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

To Be Determined

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

The City of Antioch, a municipal corporation

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A fee.

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2011-2012, a lien not yet due or payable.
2. General and special taxes and assessments for the fiscal year 2010-2011 are exempt.
3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
4. The fact that the land lies within the boundaries of the Antioch Redevelopment Project Area No. 1, as disclosed by the document recorded August 01, 1975 as Instrument No. 75-69311 in Book 7581, Page 986 of Official Records.

Document(s) declaring modifications thereof recorded November 01, 1999 as Instrument No. 99-289937 of Official Records.

Document(s) declaring modifications thereof recorded July 03, 2007 as Instrument No. 2007-192911 of Official Records.

5. Covenants, conditions, restrictions and easements in the document recorded March 15, 2011 as Instrument No. 2011-0054794-00, 2011-0054795-00 and 2011-0054796-00 of Official Records, but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, sexual orientation, marital status, ancestry, disability, handicap, familial status, national origin or source of income (as defined in California Government Code §12955(p)), to the extent such covenants, conditions or restrictions violate 42 U.S.C. §3604(c) or California Government Code §12955. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.
6. Rights of parties in possession.
7. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/ACSM survey.

Prior to the issuance of any policy of title insurance, the Company will require:

8. An ALTA/ACSM survey of recent date which complies with the current minimum standard detail requirements for ALTA/ACSM land title surveys.

INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. According to the latest available equalized assessment roll in the office of the county tax assessor, there is located on the land a(n) Commercial Structure known as 1st Street, Antioch, California.
2. According to the public records, there has been no conveyance of the land within a period of twenty four months prior to the date of this report, except as follows:

A document recorded March 15, 2011 as Instrument No. 2011-0054794-00 of Official Records.

From: The Antioch Development Agency, a public body, corporate and politic,
of the State of California

To: The City of Antioch, a municipal corporation

A document recorded March 15, 2011 as Instrument No. 2011-0054795-00 of Official Records.

From: The Antioch Development Agency, a public body, corporate and politic,
of the State of California

To: The City of Antioch, a municipal corporation

A document recorded March 15, 2011 as Instrument No. 2011-0054796-00 of Official Records.

From: The Antioch Development Agency, a public body, corporate and politic,
of the State of California

To: The City of Antioch, a municipal corporation

3. We find no open deeds of trust. Escrow please confirm before closing.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

Order Number: **0714-3761852**

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LEGAL DESCRIPTION

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

LOT SIX (6) IN BLOCK ONE (1) OF THE TOWN OF ANTIOCH, AS PER MAPS THEREOF ON FILE IN THE OFFICE OF THE RECORDER OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA.

APN: 066-082-006

Order Number: **0714-3761852**
Page Number: 6

WIRING INSTRUCTIONS

PAYABLE TO: FIRST AMERICAN TITLE COMPANY
BANK: First American Trust, FSB
ADDRESS: 5 First American Way, Santa Ana, CA 92707
ACCOUNT NO: 3004780000
ROUTING NUMBER: 122241255

PLEASE REFERENCE THE FOLLOWING:

CUSTOMER NAME:

FILE NUMBER: 0714-3761852 (SB)
ATTENTION: STACEY BARRACK

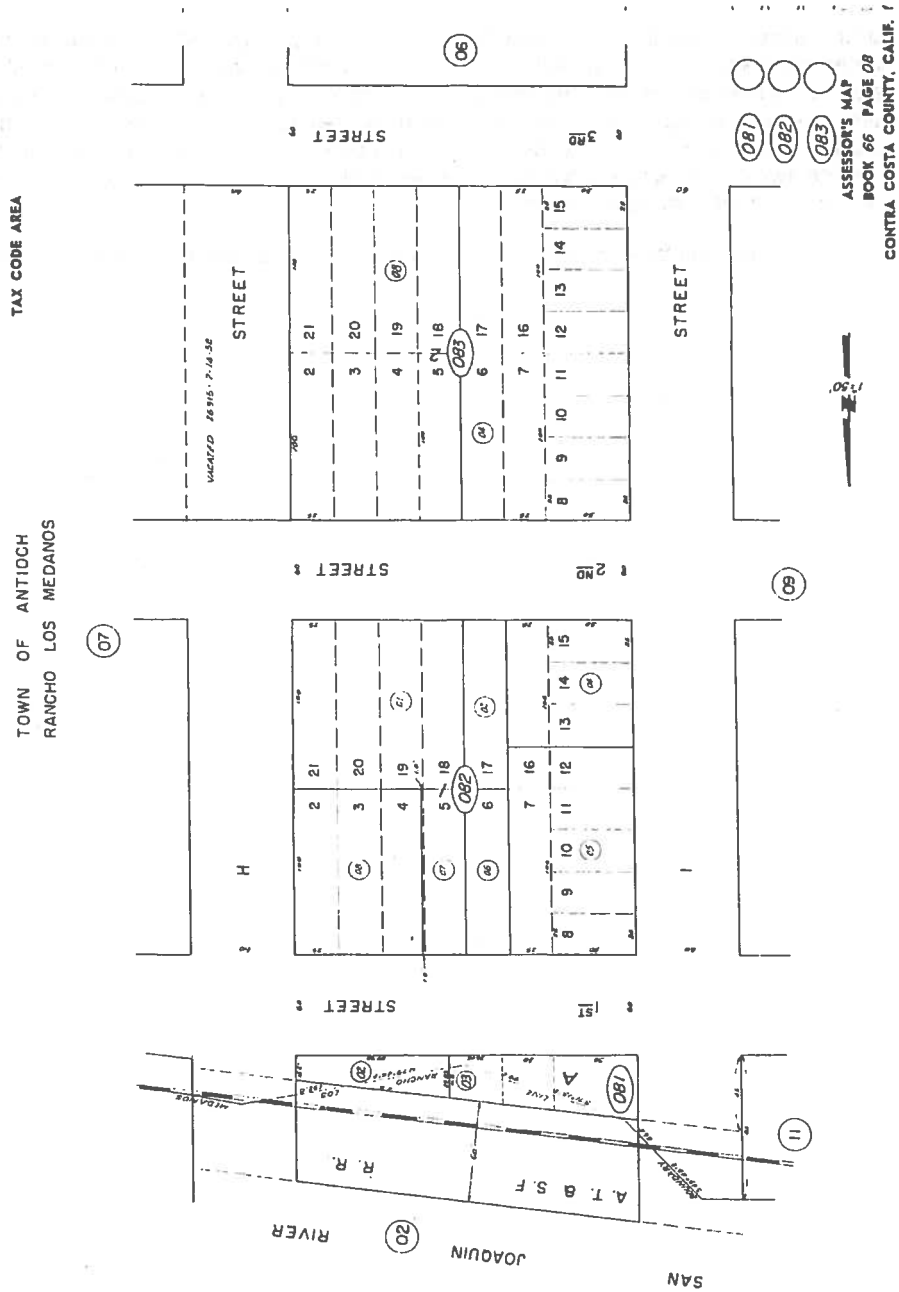
PLEASE USE THE ABOVE INFORMATION WHEN WIRING FUNDS TO **FIRST AMERICAN TITLE COMPANY. FUNDS MUST BE WIRED FROM A UNITED STATES BANK.** PLEASE NOTIFY **STACEY BARRACK** AT (925)240-9901 OR sbarrack@firstam.com WHEN YOU HAVE TRANSMITTED YOUR WIRE. FAX NUMBER: (866)407-2081

FIRST AMERICAN TRUST CONTACT INFO: Banking Services 1-877-600-9473

**ALL WIRES WILL BE RETURNED IF THE FILE NUMBER
AND/OR NAME(S) ARE NOT INCLUDED**

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Page Number: 7



NOTICE

First American Title

Order Number: **0714-3761852**

Page Number: 8

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

If you have any questions about the effect of this new law, please contact your local First American Office for more details.

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EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy; or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

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**3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant, (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

**5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

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- I. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy;
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy); or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- I. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance

- resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
 3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
 4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**10. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL
TITLE INSURANCE POLICY - 1987
EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

* land use	* land division
* improvements on the land	* environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
 - * a notice of exercising the right appears in the public records on the Policy Date
 - * the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.
3. Title Risks:
 - * that are created, allowed, or agreed to by you
 - * that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
 - * that result in no loss to you
 - * that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - * to any land outside the area specifically described and referred to in Item 3 of Schedule A, or
 - * in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

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11. EAGLE PROTECTION OWNER'S POLICY**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 2008
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 2008**

Covered Risks 16 (Subdivision Law Violation), 18 (Building Permit), 19 (Zoning) and 21 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building
 - b. zoning
 - c. land use
 - d. improvements on the land
 - e. land division
 - f. environmental protectionThis Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

12. THIRD GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (1/01/08)**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions, or location of any improvement erected on the Land; (iii) the subdivision of land; or (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

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- (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing business laws of the state where the Land is situated.
 - 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
 - 6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
 - 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
 - 8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

13. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
- 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
- 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

14. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006
WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 13 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

First American Title

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

**15. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

**16. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 15 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

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Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Property Detail

Contra Costa, CA GUS KRAMER, ASSESSOR

Parcel # (APN): **066-082-007-7**Use Description: **GOVERNMENT**

Parcel Status:

Owner Name: **ANTIOCH CITY OF**Mailing Address: **PO BOX 5007 ANTIOCH CA 94509-5007**Situs Address: **1ST ST ANTIOCH CA 94509**

Legal

Description: **TOWN OF ANTIOCH POR LOT 4 ALL LOT 5 BLK****ASSESSMENT**Total Value: **\$37,674**Use Code: **79**

Zoning:

Land Value: **\$28,711**Tax Rate Area: **001144**

Census Tract:

Impr Value: **\$8,963**Year Assd: **2011**

Improve Type:

Other Value:

Property Tax:

Price/SqFt:

% Improved **23%**

Delinquent Yr

Exempt Amt:

HO Exempt?: **N****SALES HISTORY**

	<u>Sale 1</u>	<u>Sale 2</u>	<u>Sale 3</u>	<u>Transfer</u>
Recording Date:	03/15/2011	11/20/1989	09/20/1977	03/15/2011
Recorded Doc #:	54794	15489-412	8510-671	54794
Recorded Doc Type:				
Transfer Amount:				
Sale 1 Seller (Grantor):				
1st Trst Dd Amt:		Code1:	2nd Trst Dd Amt:	Code2:

PROPERTY CHARACTERISTICSLot Acres: **0.057**

Year Built:

Fireplace:

Lot SqFt: **2,500**

Effective Yr:

A/C:

Bldg/Liv Area:

Heating:

Units:

Total Rooms:

Pool:

Buildings:

Bedrooms:

Stories:

Baths (Full):

Park Type:

Style:

Baths (Half):

Spaces:

Construct:

Site Inflnce:

Quality:

Garage SqFt:

Building Class:

Timber Preserve:

Condition:

Ag Preserve:

Other Rooms:

1. Preliminary Report - CA

CLTA Preliminary Report Form
(Rev. 11/06)

Order Number: 0714-3762039
Page Number: 1



First American Title

First American Title Company

191 Sand Creek Road, Suite 50
Brentwood, CA 94513

Escrow Officer: Stacey Barrack
Phone: (925)240-9901
Fax No.: (866)407-2081
E-Mail: sbarrack@firstam.com

E-Mail Loan Documents to: BrentwoodEDocs@firstam.com
Property: 1st Street
, CA

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

First American Title

Dated as of May 18, 2011 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

1998 ALTA/CLTA Homeowner's (EAGLE) Policy of Title Insurance if the land described is an improved residential lot or condominium unit on which there is located a one_to_four family residence, or ALTA Standard Owner's Policy 2006 (WRE 06-17-06) if the land described is an unimproved residential lot or condominium unit; ALTA Loan Policy 2006 (06-17-06)

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

CITY OF ANTIOCH, A MUNICIPAL CORPORATION

The estate or interest in the land hereinafter described or referred to covered by this Report is:

Fee simple.

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2011-2012, a lien not yet due or payable.
2. General and special taxes and assessments for the fiscal year 2010-2011 are exempt.
AFFECTS APN: 066-082-007-7
3. General and special taxes and assessments for the fiscal year 2010-2011 are exempt.
AFFECTS APN: 066-082-006-9
4. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
5. The fact that the land lies within the boundaries of the ANTIOCH Redevelopment Project Area, as disclosed by the document recorded AUGUST 01, 1975 as INSTRUMENT NO. 1975-069311, BOOK 7581, PAGE 986 of Official Records.

Document(s) declaring modifications thereof recorded NOVEMBER 01, 1999 as INSTRUMENT NO. 1999-289937 of Official Records.

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Document(s) declaring modifications thereof recorded JULY 03, 2007 as INSTRUMENT NO.
2007192911 of Official Records.

First American Title

INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. The property covered by this report is vacant land.
2. According to the public records, there has been no conveyance of the land within a period of twenty four months prior to the date of this report, except as follows:

A document recorded MARCH 15, 2011 as INSTRUMENT NO. 2011054794 of Official Records.

From: THE ANTIOCH DEVELOPMENT AGENCY, A PUBLIC BODY, CORPORATE
AND POLITIC, OF THE STATE OF CALIFORNIA

To: THE CITY OF ANTIOCH A MUNICIPAL CORPORATION

A document recorded MARCH 15, 2011 as INSTRUMENT NO. 2011054795 of Official Records.

From: THE ANTIOCH DEVELOPMENT AGENCY, A PUBLIC BODY, CORPORATE
AND POLITIC, OF THE STATE OF CALIFORNIA

To: THE CITY OF ANTIOCH A MUNICIPAL CORPORATION

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

WIRING INSTRUCTIONS

PAYABLE TO: FIRST AMERICAN TITLE COMPANY
BANK: First American Trust, FSB
ADDRESS: 5 First American Way, Santa Ana, CA 92707
ACCOUNT NO: 3004780000
ROUTING NUMBER: 122241255

PLEASE REFERENCE THE FOLLOWING:

CUSTOMER NAME:

FILE NUMBER: 0714-3762039 (SB)

ATTENTION: STACEY BARRACK

PLEASE USE THE ABOVE INFORMATION WHEN WIRING FUNDS TO **FIRST AMERICAN TITLE COMPANY. FUNDS MUST BE WIRED FROM A UNITED STATES BANK.** PLEASE NOTIFY **STACEY BARRACK** AT (925)240-9901 OR sbarrack@firstam.com WHEN YOU HAVE TRANSMITTED YOUR WIRE. FAX NUMBER: (866)407-2081

FIRST AMERICAN TRUST CONTACT INFO: Banking Services 1-877-600-9473

**ALL WIRES WILL BE RETURNED IF THE FILE NUMBER
AND/OR NAME(S) ARE NOT INCLUDED**

First American Title

Order Number: 0714-3762039

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LEGAL DESCRIPTION

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

PARCEL ONE:

COMMENCING AT A POINT 74 FEET WEST OF THE INTERSECTION OF THE WEST LINE OF GALLOWAY STREET, WITH THE SOUTH LINE OF FRONT STREET; THENCE WESTERLY ALONG THE SAID SOUTH LINE OF FRONT STREET, 26 FEET; THENCE AT RIGHT ANGLES SOUTH 100 FEET; THENCE AT RIGHT ANGLES EAST 26 FEET; THENCE AT RIGHT ANGLES NORTH 100 FEET TO THE POINT OF BEGINNING. BEING LOT 5 AND THE WEST 1 FOOT OF LOT 4, BLOCK 1 TOWN OF ANTIOCH, AS SHOWN ON THE MAPS OF RECORD ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY

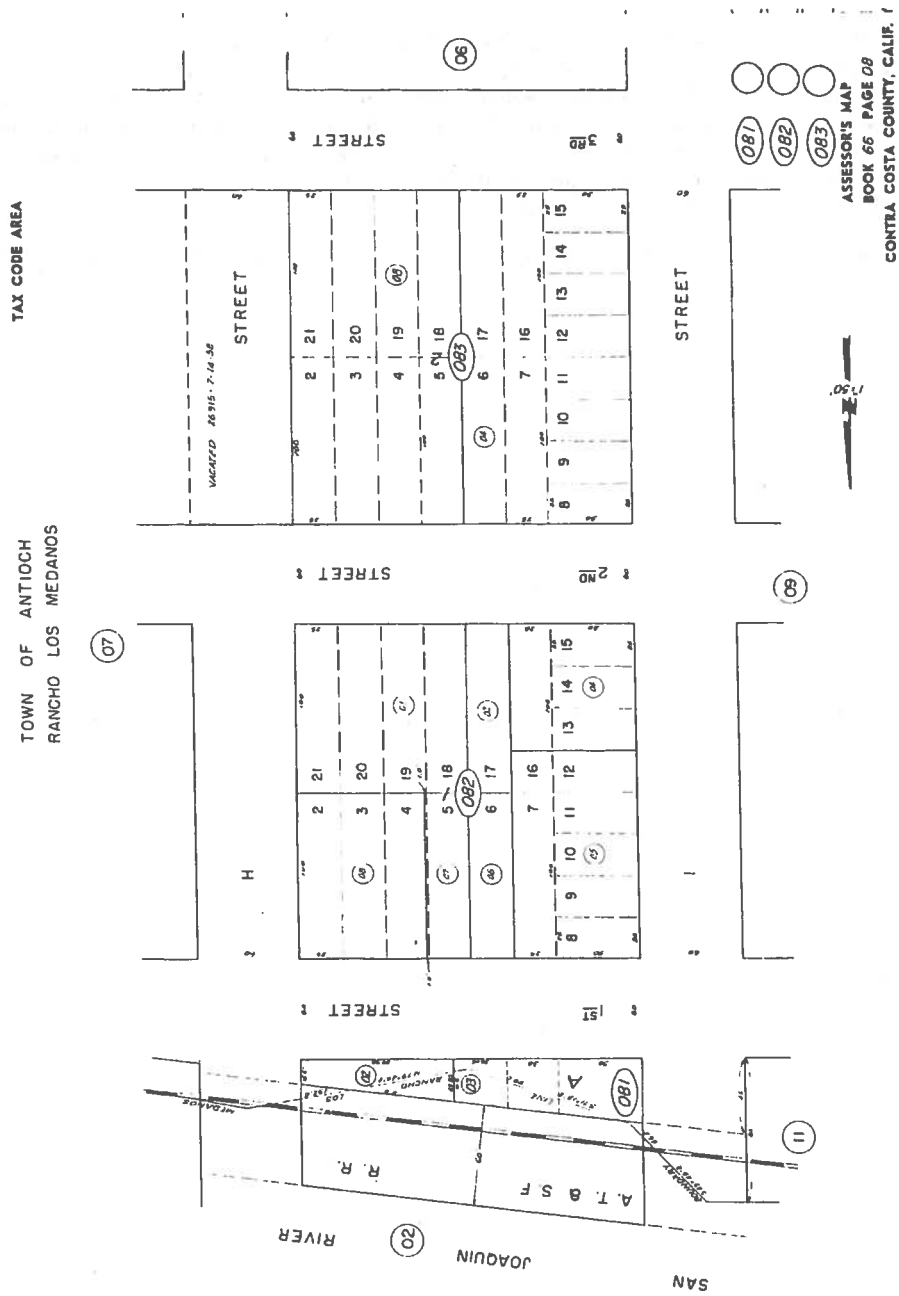
PARCEL TWO:

LOT 6 BLOCK 1 OF THE TOWN OF ANTIOCH, AS PER MAPS OF RECORD ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

APN: 066-082-007-7 and 006-082-006-9

First American Title

Order Number: **0714-3762039**
Page Number: 7



NOTICE

First American Title

Order Number: **0714-3762039**
Page Number: 8

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

If you have any questions about the effect of this new law, please contact your local First American Office for more details.

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EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy; or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the Insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

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**3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant, (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

**5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

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1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy;
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy); or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
(i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
(ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
(iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
(a) to timely record the instrument of transfer; or
(b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992 EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance

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- resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
 3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
 4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**10. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL
TITLE INSURANCE POLICY - 1987
EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

* land use	* land division
* improvements on the land	* environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
 - * a notice of exercising the right appears in the public records on the Policy Date
 - * the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.
3. Title Risks:
 - * that are created, allowed, or agreed to by you
 - * that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
 - * that result in no loss to you
 - * that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - * to any land outside the area specifically described and referred to in Item 3 of Schedule A, or
 - * in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

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11. EAGLE PROTECTION OWNER'S POLICY**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 2008
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 2008**

Covered Risks 16 (Subdivision Law Violation), 18 (Building Permit), 19 (Zoning) and 21 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building
 - b. zoning
 - c. land use
 - d. improvements on the land
 - e. land division
 - f. environmental protectionThis Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

12. THIRD GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (1/01/08)**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions, or location of any improvement erected on the Land; (iii) the subdivision of land; or (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

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- (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing business laws of the state where the Land is situated.
 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
 6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
 8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

13. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

14. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006

WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 13 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

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1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

15. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

16. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006
WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 15 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.



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Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

2. Exception_05_75069311.TIF

ATTACHMENT

Attached is the document you (or someone on your behalf) requested. As required by Section 12956.1(b) of the California Government Code, please take note of the following:

"If this document contains any restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, source of income (as defined in subdivision (p) of Section 12955 of the Government Code) or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

AUG - 1 1975

7581 1 986

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RECORDED AT REQUEST OF
City of Antioch

AUG - 1 1975

AT 4:30 O'CLOCK P. M.
CONTRA COSTA COUNTY RECORDS
J. R. OLSSON
COUNTY RECORDER
FEE: 0800

NOTICE

PLEASE TAKE NOTICE THAT THE CITY OF ANTIOCH AND THE ANTIOCH DEVELOPMENT AGENCY HAVE INSTITUTED PROCEEDINGS PURSUANT TO THE CALIFORNIA REDEVELOPMENT LAW (SECTION 33000 ET SEQ. OF THE HEALTH & SAFETY CODE) FOR THE REDEVELOPMENT OF THE ANTIOCH DEVELOPMENT AGENCY PROJECT AREA. SAID PROJECT AREA IS MORE PARTICULARLY DESCRIBED IN THE EXHIBIT MARKED EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

ATTEST:

SEAL AFFIXED

Dorothy P. Marks
Dorothy P. Marks, Secretary
Antioch Development Agency

EXHIBIT "A"

PROJECT AREA
BOUNDARY DESCRIPTION

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Beginning at the most northerly boundary corner of the City of Antioch; thence generally south along the West boundary to a point on the north line of State Highway 4 and its intersection with the east line of the Los Medanos Wasteway; thence southerly along said east line to the south line of Delta Fair Boulevard; thence easterly along said south line to the northwest corner of Parcel 74-123-04; thence southerly and easterly along the west and south boundaries of said parcel to the west line of Fairview Drive; thence southerly along said west line to the north line of Parcel 74-123-05; thence westerly along said north line to the north line of a 100 foot East Bay Municipal Utility District right-of-way; thence westerly along said north line to the east line of said Los Medanos Wasteway; thence southerly along said east line to the south line of Buchanan Road; thence easterly along said south line to the northwest corner of Parcel 75-010-07; thence southerly and easterly along south and west boundaries of said parcel to the center line of Somersville Road; thence southerly along said center line to a point on the southwest line of the Contra Costa Canal, said point being on the boundary of the City of Antioch; thence southerly, easterly, and northerly along said boundary to said southwest line of the Contra Costa Canal; thence northerly along said southwest line to the east line of Markley Creek; thence northeasterly along said east line to the west line of Parcel 76-030-068; thence southerly, easterly, and northerly along the west, south, and east boundary lines of said parcel to the east line of Markley Creek; thence northeasterly along said east line to the north line of Mahogany Way; thence westerly along said north line to the southwest corner of Parcel 74-370-008; thence northerly along the west line of said parcel to the south line of Sycamore Drive; thence easterly along said south line to the northeast corner of said Parcel 74-370-008; thence northerly across Sycamore Drive and along the east boundary of Parcel 74-370-004 to the south line of the Southern Pacific Railroad; thence easterly along the Southern Pacific Railroad to a point which is south of the southwest corner of Parcel 74-321-002; thence northwesterly along the south line of Fairview Terrace subdivision to the southeast corner of Parcel 74-160-003; thence along the southeast boundary of said parcel to the north line of West 18th Street; thence along said north line to the southeast corner of Parcel 74-171-003; thence along the west line of the Fairview Terrace subdivision to a point on the south line of Parcel 74-160-001; thence easterly along the north line of Parcel 74-160-008 and Parcel 74-334-027 to the northeast corner of said Parcel 74-334-027; thence north along the east line of Parcel 74-334-026 and Parcel 74-334-015 to the south line of 10th Street; thence easterly along the south line of 10th Street to the west line of Parcel 67-021-001; thence southerly and easterly along the boundary of said parcel and Parcel 67-021-002 and across "L" Street to the east line; thence south to the southwest corner of Parcel 67-022-002; thence easterly along the north line of Loma Lane to the east line of "H" Street; thence northerly to the northwest corner of Parcel 67-050-016; thence easterly to the east line of "G" Street; thence southerly to the southwest corner of Parcel 67-060-001; thence easterly and northerly along said boundary to the south line of 10th Street; thence westerly to a point which is south of the

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southeast corner of Parcel 66-207-014; thence northerly along the east line of Parcel 66-207-014 and 66-207-008 to the south line of 9th Street; thence west to the east line of "G" Street; thence northerly to the northwest corner of Parcel 66-203-014; thence westerly to the west line of "H" Street; thence southerly to the southeast corner of Parcel 66-205-008; thence westerly to the southeast corner of Parcel 66-217-007; thence along the boundary of said parcel northerly and westerly to the west line of "I" Street; thence southerly to the north line of 10th Street; thence westerly to the west line of "O" Street; thence northerly along "O" Street to the northeast corner of Parcel 74-130-043; thence westerly 150 feet; thence northerly to the south line of 6th Street; thence east to the east line of "H" Street; thence north to the south line of 4th Street; thence east to the east line of "L" Street; thence north to the northwest corner of Parcel 66-103-008; thence easterly to the southwest corner of Parcel 66-092-012; thence southerly to the south line of 3rd Street; thence easterly to the northeast corner of Parcel 66-107-009; thence south to the south line of Fourth Street; thence east to the northeast corner of Parcel 66-133-010; thence south to the southeast corner thereof; thence easterly to the east line of "I" Street to the west line of Parcel 66-141-006; thence southerly, easterly, and northerly along the west, south, and east boundary of said parcel to the northwest corner of parcel 66-141-005; thence easterly to the west line of "H" Street; thence southerly to the south line of 6th Street; thence easterly to the east line of "F" Street; thence northerly to the south line of 4th Street; thence easterly to the northeast corner of Parcel 66-144-009; thence northerly to the northwest corner of Parcel 66-057-004; thence easterly and along the north lines of Parcels 66-057-004, 66-057-003, 66-057-002, and 66-057-001 to the east line of "E" Street; thence northerly to the south line of 3rd Street; thence east to the west line of "C" Street; thence southerly to the south line of 4th Street; thence easterly to the west line of "B" Street; thence southerly to the south line of 6th Street; thence easterly to the northeast corner of Parcel 66-161-013; thence southerly to the north line of 8th Street; thence westerly to the southwest corner of Parcel 66-163-003; thence southerly to the north line of 9th Street; thence westerly to the west line of "B" Street; thence southerly to the north line of 10th Street; thence westerly to the southwest corner of Parcel 66-189-003; thence southerly and easterly along the boundary of Parcel 67-092-001, to the northeast corner of Parcel 67-092-003; thence southerly to the southeast corner of Parcel 67-093-016; thence westerly, southerly, and easterly along the north, west, and south boundary lines of Parcel 67-093-019 to the northwest corner of Parcel 67-102-067; thence southerly to the southwest corner of Parcel 67-102-052; thence easterly to the northeast corner of Parcel 67-102-007; thence southerly to the south side of 15th Street; thence easterly to the northeast corner of Parcel 67-103-026; thence southerly to the southeast corner thereof; thence southerly, easterly, southerly, and westerly along the eastern boundary lines of Parcel 67-103-017 to the northwest corner of Parcel 67-103-018; thence southerly to the south line of 17th Street; thence west and south along the boundary of Parcel 67-243-030 to the southwest corner thereof; thence westerly to the northwest corner of Parcel 67-243-006; thence southerly to the south line of 18th Street; thence westerly to the northwest corner of Parcel 67-246-008; thence southerly to the southwest corner thereof; thence westerly to the northeast corner of Parcel 67-262-002; thence southerly

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to the north line of 19th Street; thence westerly to the southwest corner of Parcel 67-261-004; thence northerly to the northwest corner thereof; thence westerly to the east line of "D" Street; thence southerly to the north line of 20th Street; thence easterly to the east line of "C" Street; thence northerly to the northwest corner of Parcel 67-263-004; thence easterly to the northeast corner of Parcel 67-263-001; thence southerly to the northwest corner of Parcel 67-251-010; thence easterly to the northeast corner of Parcel 67-251-009; thence southerly to the south line of 20th Street; thence easterly to the northeast corner of Parcel 67-252-007; thence southerly to the southeast corner thereof; thence westerly to the southwest corner of Parcel 67-252-001; thence northerly to the southeast corner of Parcel 67-266-007; thence westerly to the east line of "C" Street; thence north to the south line of 20th Street; thence westerly to the east line of "D" Street; thence southerly to the south line of Parcel 67-277-002; thence southeast to the northeast corner of Parcel 67-274-005; thence southerly to the south line of West Madison Street; thence easterly to the northwest corner of Parcel 67-275-023; thence southerly to the south line of Rossi Avenue; thence west, south, and east along the boundary line of Parcel 67-282-029 to the northwest corner of Parcel 67-282-026; thence southerly to the south line of Texas Street; thence easterly to the west line of "A" Street; thence southerly to the north line of Drake Street; thence easterly to the southeast corner of Parcel 68-142-019; thence westerly and northerly along the boundary of subdivision Sunset Gardens to the south line of Brian Ave; thence easterly to the point south of the southeast corner of Parcel 68-132-036; thence northerly to the northeast corner of said parcel; thence easterly, northerly, and westerly along the boundary of Parcel 68-132-033 to the southeast corner of Parcel 68-132-037; thence northerly to the northeast corner of Parcel 68-131-037; thence easterly and northerly along the south and east boundary of Parcel 68-131-031, to the south line of Southern Pacific Railroad; thence along said south line northwesterly to the east line of "A" Street; thence northerly to the south line of 19th Street; thence easterly to the point which is south of the southeast corner of Parcel 68-011-034; thence northerly along the east boundary lines of Parcels 68-011-044 and 68-011-001 to the south line of E. 18th Street; thence easterly to the west line of Evergreen Avenue; thence southerly to the point which is west of the southwest corner of Parcel 68-017-010; thence easterly to the southeast corner thereof; thence northerly to the south west corner of Parcel 68-041-002; thence easterly to the east line of Helium Lane; thence northerly to the southwest corner of Parcel 68-041-011; thence easterly to the southeast corner of said parcel; thence southerly to the southwest corner of Parcel 68-041-013; thence easterly to the east line of Alpha Way; thence southerly to the southwest corner of Parcel 68-042-023; thence easterly to the southeast corner thereof; thence southerly to the southwest corner of Parcel 68-042-003; thence easterly to the east line of Crestwood Drive; thence northerly to the northwest corner of Parcel 68-043-011; thence easterly to the southeast corner of Parcel 68-046-034; thence northerly and easterly along the west and north boundary lines of Parcel 68-046-003 to the east line of Cavallo Road; thence north to the southwest corner of Parcel 68-051-015; thence easterly to the southeast corner of Parcel 68-051-019; thence southerly to the southwest corner of Parcel 68-051-042; thence easterly to the southwest corner of Parcel 68-051-024; thence northerly to the northwest

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corner of Parcel 68-051-037; thence easterly to the east line of Biglow Drive; thence northerly to the north line of E. 18th Street; thence easterly to the west line of Hillcrest Avenue; thence southerly along the west line of Hillcrest Avenue to a point which is west of the south west corner of Parcel 51-272-035; thence easterly and northerly along the south and east boundary of said parcel to the south line of E. 18th Street; thence easterly to the northeast corner of Parcel 51-272-006; thence southerly to the southeast corner of Parcel 51-242-005; thence westerly to the east line of Hillcrest Avenue, said line being the Antioch City Limits; thence along said Antioch City Limits line southerly, easterly, northerly, and westerly to the southeast corner of Parcel 51-263-019; thence westerly to the southwest corner of Parcel 51-265-035; thence westerly along the south lines of Parcels 51-120-022 and 51-120-023 to the southeast corner of Parcel 51-120-016; thence westerly to the east line of Hillcrest Avenue; thence northerly to a point which is east of the northeast corner of Parcel 65-262-024; thence westerly to the southeast corner of Parcel 65-262-027; thence westerly along the south line of Lake Alhambra subdivision to the southeast corner of Parcel 65-235-019; thence northerly to the south line of South Lake Drive; thence westerly to the west line of Alhambra Drive; thence southerly to the northeast corner of Parcel 65-142-023; thence along the boundary of said parcel westerly to the east line of Amber Drive; thence northerly to a point which is east of the southeast corner of Parcel 65-143-013; thence westerly to the southwest corner of Parcel 65-143-007; thence northerly to the north line of Amber Drive; thence westerly to the east line of Cavallo Road; thence northerly to a point which is east of the northeast corner of Parcel 65-151-037; thence westerly to the northwest corner thereof; thence southerly to the northeast corner of Parcel 65-151-002; thence westerly to the west line of Noia Avenue; thence southerly to the northeast corner of Parcel 65-152-043; thence westerly to the west line of Wisner Drive; thence northerly to the northeast corner of Parcel 65-152-027; thence westerly and southerly along the north and west lines of said parcel to the northeast corner of Parcel 65-161-001; thence westerly to the west line of Marie Avenue; thence northerly to the southeast corner of Parcel 65-164-012; thence westerly, northerly, and westerly along the boundary of Parcel 65-164-023 to the northwest corner thereof; thence northerly to the south line of East 16th Street; thence westerly to the northeast corner of Parcel 65-172-022; thence southerly to the southeast corner thereof; thence westerly to the north west corner of Parcel 65-172-027; thence southerly to the southeast corner of Parcel 65-172-007; thence westerly along the boundary lines of Parcels 65-172-024, 65-172-025, and 65-172-026 to the northwest corner of Parcel 65-172-028; thence northerly to the southeast corner of Parcel 65-183-009; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-007; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-006; thence westerly to the southwest corner of Parcel 65-183-004; thence northerly to the north line of East 16th Street; thence westerly to the southwest corner of Parcel 65-182-030; thence northerly to the northwest corner thereof; thence easterly to the southeast corner of Parcel 65-182-027; thence northerly to the northwest corner of Parcel 65-191-020; thence easterly to the southeast corner of Parcel 65-181-014; thence northerly and westerly along the east and north line of said parcel to the east line of "A" Street; thence northerly to the northwest corner of Parcel 65-181-016; thence easterly to the southeast

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corner of Parcel 65-075-002; thence northerly to the north line of E. 13th Street; thence easterly to the southeast corner of Parcel 65-071-009; thence northerly to the southeast corner of Parcel 65-064-005; thence westerly to "A" Street; thence northerly to the southwest corner of Parcel 65-061-008; thence easterly to the southeast corner thereof; thence northerly to the north line of Wilbur Avenue; thence easterly to the southeast corner of Parcel 66-164-007; thence northerly to the point on the south line of Parcel 66-164-010; thence westerly to the southwest corner of Parcel 66-164-013; thence northerly to the north line of 7th Street; thence easterly to the southeast corner of Parcel 66-162-008; thence northerly to a point on the south line of Parcel 66-162-011; thence easterly and northerly along the southerly and easterly boundaries of said parcel to the south line of 6th Street; thence northerly to the southeast corner of Parcel 66-032-018; thence northerly to the northeast corner thereof; thence easterly to the east line of the roadway described in Book 27 of Deeds at Page 475; thence southerly along the east line thereof to the northwest corner of Parcel 65-050-026; thence easterly to the northeast corner of Parcel 65-050-013; thence north, east, and south along the boundary of Parcel 65-050-006 to the northwest line of Parcel 65-050-005; thence easterly along the northerly and easterly property lines of Parcels 65-050-005, and 65-050-029, to the northeast corner of Parcel 65-050-029; thence southerly to the northerly most point of Parcel 65-050-017; thence southeasterly along the eastern boundary of said Parcel 65-050-017 to the north line of Wilbur Avenue; thence easterly along the north line of Wilbur Avenue to a point which is north of the west line of Marie Avenue; thence south to the south line of Wilbur Avenue, thence east to the northeast corner of Parcel 65-101-014; thence southerly to the northwest corner of Parcel 65-101-015; thence easterly to the northeast corner of Parcel 65-110-012, said corner being on the Antioch City Limits; thence along northerly, and westerly along said City of Antioch boundary to the point of beginning.

* * * * *

END OF DOCUMENT

3. Exception_05a_99289937.TIF

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OFFICE OF THE CITY CLERK



L. JOLENE MARTIN
City Clerk

Recording Requested by
and When Recorded Return to:

City Clerk
City of Antioch
P.O. Box 5007
Antioch, CA 94531-5007


CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 1999-0289937-00
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Tel Pd \$0.00 Nbr-0000718857
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**NOTICE OF ADOPTION OF AN AMENDMENT TO THE REDEVELOPMENT PLAN
FOR THE ANTIOCH REDEVELOPMENT PROJECT**


NOTICE IS HEREBY GIVEN that the City Council of the City of Antioch adopted Ordinance NO. 963-C-S and 964-C-S on October 26, 1999, approving and adopting the Amendment to the Redevelopment Plan for the Antioch Redevelopment Project.

A legal description of the boundaries of the Project Area is attached hereto as Exhibit A and incorporated herein by reference.

Proceeding for the redevelopment of the Project Area, as amended, have been instituted under the California Community Redevelopment Law (Health and Safety Code Section 3300 et seq.).

Filed for recordation with the County Recorder of Contra Costa County by order of the City Council of the City of Antioch, California.

Dated: October 29, 1999


City Clerk
City of Antioch

Attachment

289937

ORDINANCE NO. 963-C-S

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF ANTIOCH ESTABLISHING AND AMENDING
CERTAIN LIMITATIONS WITH RESPECT TO THE
REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT**

WHEREAS, the City Council of the City of Antioch (the "City Council") adopted Ordinance No. 290-C-S on July 15, 1975, approving and adopting the Redevelopment Plan (the "Redevelopment Plan") for the Antioch Redevelopment Project (the "Project"); and

WHEREAS, on April 10, 1979, the City Council adopted Ordinance No. 398-C-S, approving and adopting an amendment to the Redevelopment Plan; and

WHEREAS, on November 12, 1986, the City Council adopted Ordinance No. 653-C-S, establishing certain limitations with respect to the Redevelopment Plan; and

WHEREAS, the Antioch Development Agency (the "Agency") has been designated as the official redevelopment agency in the City of Antioch to carry out the functions and requirements of the Community Redevelopment Law of the State of California (Health and Safety Code Section 33000 et seq.) and to implement the Redevelopment Plan; and

WHEREAS, Section 33333.6 of the Community Redevelopment Law requires that every redevelopment plan adopted on or before December 31, 1993, contain certain limitations: (1) if the plan contains the provisions set forth in Section 33670 of the Community Redevelopment Law ("tax increment authority"), a time limit on the establishing of loans, advances and indebtedness which shall not exceed 20 years from the adoption of the redevelopment plan or January 1, 2004, whichever is later; (2) a time limit on the effectiveness of the redevelopment plan which shall not exceed 40 years from the adoption of the redevelopment plan or January 1, 2009, whichever is later; and (3) a time limit on the repayment of indebtedness which shall not exceed 10 years from the termination of the effectiveness of the redevelopment plan; and

WHEREAS, Section 33333.6 further provides that a redevelopment plan adopted prior to January 1, 1994, may be amended by the legislative body by adoption of an

STATE OF CALIFORNIA
County of Contra Costa
City of Antioch

I, L. JoLene Martin, City Clerk in and for said City of Antioch, County of Contra Costa, State of California, do hereby certify under penalty of perjury that the hereto attached and foregoing paper is a full, true and correct copy of _____ Ordinance No. 963-C-5 now on file in this office of said city.

WITNESS, my hand, and Official Seal, this 29th day of October 19 99

L. JoLene Martin
City Clerk, City of Antioch
Contra Costa County, California

289937

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ordinance on or after January 1, 1999, but on or before December 31, 1999, provided that the redevelopment plan as so amended does not exceed the terms provided in that section; and

WHEREAS, Ordinance No. 653-C-S established a time limit for incurring indebtedness that exceeds the maximum permitted by subdivision (a) of Health and Safety Code Section 33333.6 and, therefore, should be amended; and

WHEREAS, the Redevelopment Plan contains an ambiguous termination date for the Redevelopment Plan that should be clarified; and

WHEREAS, a time limit for repayment of indebtedness in accord with Health and Safety Code Section 33333.6 should be established;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANTIOCH DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. A new sentence is hereby added to the end of the last paragraph of subsection 1 of Section 1201 of the Redevelopment Plan to read as follows:

"The Agency shall not establish or incur loans, advances or indebtedness to finance, in whole or in part, the Project after January 1, 2004."

SECTION 2. The existing sentence in Section 406 of the Redevelopment Plan is hereby deleted and replaced by the following:

"Except for the nondiscrimination and nonsegregation provisions that shall run in perpetuity, the provisions of this Plan shall be effective, and the provisions of other documents formulated pursuant to this Plan may be made effective, for forty (40) years from the date of adoption of this Plan. Based upon the date of adoption of the Redevelopment Plan, the effectiveness of the Redevelopment Plan shall terminate on July 15, 2015."

SECTION 3. The Agency shall not pay indebtedness or receive property taxes pursuant to Health and Safety Code Section 33670 after ten (10) years from the termination of the effectiveness of the Redevelopment Plan, as established in Section 2 of this Ordinance. Based upon the termination date established in Section 2 of this Ordinance, the Agency shall not pay indebtedness or receive property taxes pursuant to Section 33670 after July 15, 2025.

289937

SECTION 4. Ordinance Nos. 290-C-S, 398-C-S and 653-C-S are continued in full force and effect as amended by this Ordinance.

SECTION 5. The City Clerk is hereby directed to send a certified copy of this Ordinance to the Agency.

SECTION 6. Severability. If any part of this Ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance, and this City Council hereby declares that it would have passed the remainder of this Ordinance if such invalid portion thereof had been deleted.

SECTION 7. Publication. The City Clerk is hereby ordered and directed to cause this Ordinance to be published once in *The Ledger Dispatch*, a newspaper of general circulation, published and circulated in the City of Antioch.

SECTION 8. This ordinance shall be in full force and effect thirty (30) days after its passage.

* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch, held on the 28th day of September, 1999, and passed and adopted at a regular meeting thereof, held on the 26th day of October, 1999.

AYES: Council Members Freitas, Soliz, Davis, and Mayor Rocha.

NOES: Council Member Sudario.

ABSENT: None.

s/ Mary Helen Rocha
MAYOR OF THE CITY OF ANTIOCH

ATTEST:

s/ L. Jolene Martin
CITY CLERK OF THE CITY OF ANTIOCH


STATE OF CALIFORNIA
County of Contra Costa

289937

City of Antioch

I L. Jolene Martin, City Clerk in and for said City of Antioch, County of Contra Costa, State of California, do hereby certify under penalty of perjury that the hereto attached and foregoing paper is a full, true and correct copy of Ordinance No. 964-C-S now on file in this office of said city.

WITNESS, my hand, and Official Seal, this 29th day of October, 19 99



City Clerk, City of Antioch
Contra Costa County, California

289637

ORDINANCE NO. 964-C-S
AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF ANTIOCH, CALIFORNIA, AMENDING
ORDINANCE NOS. 290-C-S, 398-C-S, 653-C-S AND
TO THE REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT

WHEREAS, the City Council of the City of Antioch (the "City Council") adopted Ordinance No. 290-C-S on July 15, 1975, approving and adopting the Redevelopment Plan (the "Redevelopment Plan") for the Antioch Redevelopment Project (the "Project") and adopted Ordinance No. 398-C-S on April 10, 1979, Ordinance No. 653-C-S on November 12, 1986, and Ordinance No. 963-C-S, on October 26, 1999, amending the Redevelopment Plan; and

WHEREAS, the City Council has received from the Antioch Development Agency (the "Agency") a proposed amendment (the "Amendment") to the Redevelopment Plan, a copy of which is on file at the office of the Agency and at the office of the City Clerk, both at City Hall, Third and H Streets, Antioch, California, together with the Report of the Agency to the City Council on the proposed Amendment, including: (1) the reasons for amending the Redevelopment Plan; (2) the report and recommendations of the Planning Commission of the City of Antioch (the "Planning Commission"); and (3) the Negative Declaration; and

WHEREAS, the proposed Amendment would re-establish the time period within which the Agency can exercise its eminent domain authority and make certain other minor, technical amendments to bring the Redevelopment Plan into conformity with the current Community Redevelopment Law (Health and Safety Code Section 33000 et seq.); and

WHEREAS, by Resolution No. 99-19, adopted on August 18, 1999, the Planning Commission has reported that the Redevelopment Plan, as it is proposed to be amended by the Amendment, conforms to the General Plan of the City of Antioch and has recommended approval of the proposed Amendment; and

WHEREAS, a Negative Declaration was prepared on the proposed Amendment in accordance with the California Environmental Quality Act (Public Resources Code Section 21000 et seq.), the Guidelines for Implementation of the California

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Environmental Quality Act (14 Cal. Code Regs. Section 15000 et seq.). and environmental procedures adopted by the Agency pursuant thereto; and

WHEREAS, the Agency and the City Council have reviewed and considered the Negative Declaration on the proposed Amendment and have each approved the Negative Declaration; and

WHEREAS, the City Council and the Agency held a joint public hearing on September 28, 1999, on the adoption of the Amendment and approval of the Negative Declaration on the Amendment in the City Council Chambers, Third and H Streets, Antioch, California; and

WHEREAS, a notice of said hearing was duly and regularly published in *The Ledger Dispatch*, a newspaper of general circulation in the City of Antioch, once a week for three successive weeks prior to the date of said hearing, and a copy of said notice and affidavit of publication are on file with the City Clerk and the Agency; and

WHEREAS, copies of the notice of joint public hearing and a statement concerning acquisition of property by the Agency were mailed to the last known address of each assessee of each parcel of land in the Project Area, as shown on the last equalized assessment roll of the County of Contra Costa; and

WHEREAS, copies of the notice of joint public hearing were mailed to each business and resident in the Project Area; and

WHEREAS, copies of the notice of joint public hearing were mailed by certified mail with return receipt requested to the governing body of each taxing agency that receives taxes from property in the Project Area; and

WHEREAS, the City Council has considered the Report of the Agency, the report and recommendations of the Planning Commission, the proposed Amendment and the Negative Declaration; has provided an opportunity for all persons to be heard; and has received and considered all evidence and testimony presented for or against any and all aspects of the proposed Amendment;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANTIOCH DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The purpose and intent of the City Council with respect to the Amendment is to promote the full and effective implementation of the Redevelopment

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Plan for the Antioch Redevelopment Project by re-establishing, for an additional twelve (12) years, the Agency's power to acquire property by eminent domain. Implementation of the Redevelopment Plan will serve to eliminate blight and improve the physical and economic conditions in the Project Area.

SECTION 2. The City Council hereby finds and determines that:

(a) Remaining blight exists within the Project Area, the redevelopment of which is necessary to effectuate the public purposes in the Community Redevelopment Law. This finding is based upon the facts set forth in the Agency's Report to the City Council, particularly the descriptions of deterioration, stagnated or decreased property values, vacancy rates, low lease rates, asbestos and other blighting conditions.

(b) It is necessary and desirable to amend the Redevelopment Plan in the manner set forth in the proposed Amendment in order to carry out the redevelopment of the Project Area and make possible the achievement of the goals and objectives of the Redevelopment Plan. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that, without eminent domain authority, the Agency will not be able to assemble sites and eliminate remaining blight within the Project Area.

(c) The proposed Amendment will aid in the redevelopment of the Project Area in conformity with the Community Redevelopment Law and in the interests of the public peace, health, safety and welfare. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that implementation of the Redevelopment Plan will serve to eliminate remaining blight and improve physical and economic conditions in the Project Area and that eminent domain authority is necessary for the full and effective implementation of the Redevelopment Plan.

(d) The Redevelopment Plan, as it is proposed to be amended by the Amendment, is consistent with the General Plan of the City of Antioch. This finding is based upon the findings of the Planning Commission set forth in Resolution No. 99-19, adopted on August 18, 1999, a copy of which is included in the Agency's Report to the City Council.

(e) The carrying out of the Redevelopment Plan, as it is proposed to be amended by the Amendment, will promote the public peace, health, safety and welfare of the City of Antioch and will effectuate the purposes and policy of the

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Community Redevelopment Law. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that redevelopment, as contemplated by the Redevelopment Plan, will benefit the Project Area by authorizing the Agency to assemble sites for redevelopment to correct the significant blight remaining in the Project Area.

(f) The condemnation of real property within the Project Area, as provided for in the proposed Amendment, is necessary to the execution of the Redevelopment Plan, and adequate provisions have been made for the payment for property to be acquired as provided by law. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that, without eminent domain authority, certain sites within the Project Area could not be assembled for redevelopment. This finding is further based on the fact that, in connection with the acquisition of property by the Agency, the Agency will comply with all applicable provisions of the California Eminent Domain Law (Code of Civil Procedure Section 1230.010 et seq.) and the California Relocation and Real Property Acquisition Law (Government Code Section 7260 et seq.), including provisions requiring the payment of just compensation.

(g) The elimination of blight and the redevelopment of the Project Area could not reasonably be expected to be accomplished by private enterprise acting alone without the aid and assistance of the Agency. This finding is based upon the facts that, because of the higher costs and more significant risks associated with development of blighted areas, individual developers are unable and unwilling to invest in blighted areas without substantial public assistance; that funds of other public sources and programs are insufficient to eliminate the blighting conditions; and that, without the Agency's use of eminent domain, sites could not be assembled for redevelopment.

(h) The time limitation in the Redevelopment Plan regarding the Agency's eminent domain authority, as amended by the Amendment, is reasonably related to the proposed projects to be implemented in the Project Area and the ability of the Agency to eliminate blight within the Project Area. This finding is based upon the fact that Section 33333.4 of the Community Redevelopment Law provides that a time limit, not to exceed 12 years from the adoption of the Redevelopment Plan, may be established for commencement of eminent domain proceedings to acquire property within the Project Area and that said time limit may be extended by amendment of the Redevelopment Plan.

SECTION 3. In order to implement and facilitate the effectuation of the proposed Amendment, certain official actions must be taken by the City Council; accordingly, the

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City Council hereby: (a) pledges its cooperation in helping to carry out the Redevelopment Plan, as amended by the Amendment; (b) directs the various officials, departments, boards and agencies of the City of Antioch having administrative responsibilities in the Project Area likewise to cooperate to such end and to exercise their respective functions and powers in a manner consistent with the Redevelopment Plan, as amended by the Amendment; (c) stands ready to consider and take appropriate action on proposals and measures designed to effectuate the Redevelopment Plan, as amended by the Amendment; and (d) declares its intention to undertake and complete any proceedings, including the expenditure of moneys, necessary to be carried out by the City under the provisions of the Redevelopment Plan, as amended by the Amendment.

SECTION 4. The Council is satisfied that written objections, if any, received before or at the noticed public hearing have been responded to in writing. In addition, written findings have been adopted in response to each written objection, if any, of an affected property owner or taxing entity filed with the City Clerk either before or at the noticed public hearing.

SECTION 5. The Redevelopment Plan, as adopted and amended by Ordinance Nos. 290-C-S, 398-C-S, 653-C-S and 963-C-S, is hereby further amended as set forth in the "Amendment to the Redevelopment Plan for the Antioch Redevelopment Project," attached hereto. As so amended, the Redevelopment Plan is incorporated by reference herein. The Executive Director of the Agency is hereby authorized to combine the Redevelopment Plan, as amended by the Amendment, into a single document, and said document, when filed with the City Clerk and the Secretary of the Agency, shall constitute the official Redevelopment Plan for the Antioch Redevelopment Project.

SECTION 6. Ordinance Nos. 290-C-S, 398-C-S, 653-C-S and 963-C-S, are continued in full force and effect as amended by this Ordinance.

SECTION 7. The City Clerk is hereby directed to send a certified copy of this Ordinance to the Agency, and the Agency is hereby vested with the responsibility for carrying out the Redevelopment Plan, as amended by the Amendment.

SECTION 8. The City Clerk is hereby directed to record with the County Recorder of Contra Costa County a notice of the approval and adoption of the Amendment pursuant to this Ordinance, containing a statement that proceedings for the redevelopment of the Project Area pursuant to the Redevelopment Plan, as amended by the Amendment, have been instituted under the Community Redevelopment Law.

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SECTION 9. The City Clerk is hereby ordered and directed to certify to the passage of this Ordinance and to cause the same to be published once in *The Ledger Dispatch*, a newspaper of general circulation, published and circulated in the City of Antioch.

SECTION 10. If any part of this Ordinance, or the Amendment that it approves, is held to be invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance or of the Amendment, and this City Council hereby declares that it would have passed the remainder of the Ordinance, or approved the remainder of the Amendment, if such invalid portion thereof had been deleted.

SECTION 11. Effective Date. This Ordinance shall be in full force and effect thirty (30) days after its adoption.

* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch, held on the 28th day of September, 1999, and passed and adopted at a regular meeting thereof, held on the 26th day of October, 1999.

AYES: Council Members Freitas, Soliz, Davis, and Mayor Rocha.

NOES: Council Member Sudario.

ABSENT: None.

s/ Mary Helen Rocha
MAYOR OF THE CITY OF ANTIOCH

ATTEST:

s/ L. Jolene Martin
CITY CLERK OF THE CITY OF ANTIOCH

EXHIBIT "A"

PROJECT AREA
BOUNDARY DESCRIPTION

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Beginning at the most northerly boundary corner of the City of Antioch; thence generally south along the West boundary to a point on the north line of State Highway 4 and its intersection with the east line of the Los Medanos Wasteway; thence southerly along said east line to the south line of Delta Fair Boulevard; thence easterly along said south line to the northwest corner of Parcel 74-123-04; thence southerly and easterly along the west and south boundaries of said parcel to the west line of Fairview Drive; thence southerly along said west line to the north line of Parcel 74-123-05; thence westerly along said north line to the north line of a 100 foot East Bay Municipal Utility District right-of-way; thence westerly along said north line to the east line of said Los Medanos Wasteway; thence southerly along said east line to the south line of Buchanan Road; thence easterly along said south line to the northwest corner of Parcel 75-010-07; thence southerly and easterly along south and west boundaries of said parcel to the center line of Somersville Road; thence southerly along said center line to a point on the southwest line of the Contra Costa Canal, said point being on the boundary of the City of Antioch; thence southerly, easterly, and northerly along said boundary to said southwest line of the Contra Costa Canal; thence northerly along said southwest line to the east line of Markley Creek; thence northeasterly along said east line to the west line of Parcel 76-030-068; thence southerly, easterly, and northerly along the west, south, and east boundary lines of said parcel to the east line of Markley Creek; thence northeasterly along said east line to the north line of Mahogany Way; thence westerly along said north line to the southwest corner of Parcel 74-370-008; thence northerly along the west line of said parcel to the south line of Sycamore Drive; thence easterly along said south line to the northeast corner of said Parcel 74-370-008; thence northerly across Sycamore Drive and along the east boundary of Parcel 74-370-004 to the south line of the Southern Pacific Railroad; thence easterly along the Southern Pacific Railroad to a point which is south of the southwest corner of Parcel 74-321-002; thence northwesterly along the south line of Fairview Terrace subdivision to the southeast corner of Parcel 74-180-003; thence along the southeast boundary of said parcel to the north line of West 18th Street; thence along said north line to the southeast corner of Parcel 74-171-003; thence along the west line of the Fairview Terrace subdivision to a point on the south line of Parcel 74-160-001; thence easterly along the north line of Parcel 74-160-008 and Parcel 74-334-027 to the northeast corner of said Parcel 74-334-027; thence north along the east line of Parcel 74-334-026 and Parcel 74-334-015 to the south line of 10th Street; thence easterly along the south line of 10th Street to the west line of Parcel 67-021-001; thence southerly and easterly along the boundary of said parcel and Parcel 67-021-002 and across "L" Street to the east line, thence south to the southwest corner of Parcel 67-022-002; thence easterly along the north line of Loma Lane to the east line of "H" Street; thence northerly to the northwest corner of Parcel 67-050-016; thence easterly to the east line of "G" Street; thence southerly to the southwest corner of Parcel 67-060-001; thence easterly and northerly along said boundary to the south line of 10th Street; thence westerly to a point which is south of the

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southeast corner of Parcel 66-207-014; thence northerly along the east line of Parcels 66-207-014 and 66-207-008 to the south line of 9th Street; thence west to the east line of "G" Street; thence northerly to the northwest corner of Parcel 66-203-014; thence westerly to the west line of "H" Street; thence southerly to the southeast corner of Parcel 66-205-008; thence westerly to the southeast corner of Parcel 66-217-007; thence along the boundary of said parcel northerly and westerly to the west line of "L" Street; thence southerly to the north line of 10th Street; thence westerly to the west line of "O" Street; thence northerly along "O" Street to the northeast corner of Parcel 74-130-043; thence westerly 150 feet; thence northerly to the south line of 6th Street; thence east to the east line of "M" Street; thence north to the south line of 4th Street; thence east to the east line of "L" Street; thence north to the northwest corner of Parcel 66-103-008; thence easterly to the southwest corner of Parcel 66-092-012; thence southerly to the south line of 3rd Street; thence easterly to the northeast corner of Parcel 66-107-009; thence south to the south line of Fourth Street; thence east to the northeast corner of Parcel 66-133-010; thence south to the southeast corner thereof; thence easterly to the east line of "I" Street to the west line of Parcel 66-141-006; thence southerly, easterly, and northerly along the west, south, and east boundary of said parcel to the northwest corner of parcel 66-141-005; thence easterly to the west line of "H" Street; thence southerly to the south line of 6th Street; thence easterly to the east line of "F" Street; thence northerly to the south line of 4th Street; thence easterly to the northeast corner of Parcel 66-144-009; thence northerly to the northwest corner of Parcel 66-057-004; thence easterly and along the north lines of Parcels 66-057-004, 66-057-003, 66-057-002, and 66-057-001 to the east line of "E" Street; thence northerly to the south line of 3rd Street; thence east to the west line of "C" Street; thence southerly to the south line of 4th Street; thence easterly to the west line of "B" Street; thence southerly to the south line of 6th Street; thence easterly to the northeast corner of Parcel 66-161-013; thence southerly to the north line of 8th Street; thence westerly to the southwest corner of Parcel 66-163-003; thence southerly to the north line of 9th Street; thence westerly to the west line of "B" Street; thence southerly to the north line of 10th Street; thence westerly to the southwest corner of Parcel 66-189-003; thence southerly and easterly along the boundary of Parcel 67-092-001, to the northeast corner of Parcel 67-092-003; thence southerly to the southeast corner of Parcel 67-093-016; thence westerly, southerly, and easterly along the north, west, and south boundary lines of Parcel 67-093-019 to the northwest corner of Parcel 67-102-067; thence southerly to the southwest corner of Parcel 67-102-052; thence easterly to the northeast corner of Parcel 67-102-007; thence southerly to the south side of 15th Street; thence easterly to the northeast corner of Parcel 67-103-026; thence southerly to the southeast corner thereof; thence southerly, easterly, southerly, and westerly along the eastern boundary lines of Parcel 67-103-017 to the northwest corner of Parcel 67-103-018; thence southerly to the south line of 17th Street; thence west and south along the boundary of Parcel 67-243-030 to the southwest corner thereof; thence westerly to the northwest corner of Parcel 67-243-006; thence southerly to the south line of 18th Street; thence westerly to the northwest corner of Parcel 67-246-008; thence southerly to the southwest corner thereof; thence westerly to the northeast corner of Parcel 67-262-002; thence southerly

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to the north line of 19th Street; thence westerly to the southwest corner of Parcel 67-261-004; thence northerly to the northwest corner thereof; thence westerly to the east line of "D" Street; thence southerly to the north line of 20th Street; thence easterly to the east line of "C" Street; thence northerly to the northwest corner of Parcel 67-263-004; thence easterly to the northeast corner of Parcel 67-263-001; thence southerly to the northwest corner of Parcel 67-251-010; thence easterly to the northeast corner of Parcel 67-251-009; thence southerly to the south line of 20th Street; thence easterly to the northeast corner of Parcel 67-252-007; thence southerly to the southeast corner thereof; thence westerly to the southwest corner of Parcel 67-252-001; thence northerly to the southeast corner of Parcel 67-266-007; thence westerly to the east line of "C" Street; thence north to the south line of 20th Street; thence westerly to the east line of "D" Street; thence southerly to the south line of Parcel 67-277-002; thence southeast to the northeast corner of Parcel 67-274-005; thence southerly to the south line of West Madill Street; thence easterly to the northwest corner of Parcel 67-275-023; thence southerly to the south line of Rossi Avenue; thence west, south, and east along the boundary line of Parcel 67-282-029 to the northwest corner of Parcel 67-232-026; thence southerly to the south line of Texas Street; thence easterly to the west line of "A" Street; thence southerly to the north line of Drake Street; thence easterly to the southeast corner of Parcel 63-142-019; thence westerly and northerly along the boundary of subdivision Sunset Gardens to the south line of Brian Ave; thence easterly to the point south of the southeast corner of Parcel 68-132-036; thence northerly to the northeast corner of said parcel; thence easterly, northerly, and westerly along the boundary of Parcel 68-132-033 to the southeast corner of Parcel 68-132-037; thence northerly to the northeast corner of Parcel 68-131-037; thence easterly and northerly along the south and east boundary of Parcel 68-131-031, to the south line of Southern Pacific Railroad; thence along said south line northwesterly to the east line of "A" Street; thence northerly to the south line of 19th Street; thence easterly to the point which is south of the southeast corner of Parcel 68-011-034; thence northerly along the east boundary lines of Parcels 68-011-034 and 68-011-001 to the south line of E. 18th Street; thence easterly to the west line of Evergreen Avenue; thence southerly to the point which is west of the southwest corner of Parcel 68-017-010; thence easterly to the southeast corner thereof; thence northerly to the south west corner of Parcel 68-041-002; thence easterly to the east line of Helmut Lane; thence northerly to the southwest corner of Parcel 68-041-011; thence easterly to the southeast corner of said parcel; thence southerly to the southwest corner of Parcel 68-041-013; thence easterly to the east line of Alpha Way; thence southerly to the southwest corner of Parcel 68-042-023; thence easterly to the southeast corner thereof; thence southerly to the southwest corner of Parcel 68-042-003; thence easterly to the east line of Crestwood Drive; thence northerly to the northwest corner of Parcel 68-043-011; thence easterly to the southeast corner of Parcel 68-046-034; thence northerly and easterly along the west and north boundary lines of Parcel 68-046-003 to the east line of Cavallo Road; thence north to the southwest corner of Parcel 68-051-015; thence easterly to the southeast corner of Parcel 68-051-019; thence southerly to the southwest corner of Parcel 68-051-042; thence easterly to the southwest corner of Parcel 68-051-024; thence northerly to the northwest

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corner of Parcel 68-051-037; thence easterly to the east line of Biglow Drive; thence northerly to the north line of E. 18th Street; thence easterly to the west line of Hillcrest Avenue; thence southerly along the west line of Hillcrest Avenue to a point which is west of the south west corner of Parcel 51-272-035; thence easterly and northerly along the south and east boundary of said parcel to the south line of E. 18th Street; thence easterly to the northeast corner of Parcel 51-272-006; thence southerly to the southeast corner of Parcel 51-242-005; thence westerly to the east line of Hillcrest Avenue, said line being the Antioch City Limits; thence along said Antioch City Limits line southerly, easterly, northerly, and westerly to the southeast corner of Parcel 51-263-019; thence westerly to the southwest corner of Parcel 51-265-035; thence westerly along the south lines of Parcels 51-120-022 and 51-120-023 to the southeast corner of Parcel 51-120-016; thence westerly to the east line of Hillcrest Avenue; thence northerly to a point which is east of the northeast corner of Parcel 65-262-024; thence westerly to the southeast corner of Parcel 65-262-027; thence westerly along the south line of Lake Alhambra subdivision to the southeast corner of Parcel 65-235-019; thence northerly to the south line of South Lake Drive; thence westerly to the west line of Alhambra Drive; thence southerly to the northeast corner of Parcel 65-142-023; thence along the boundary of said parcel westerly to the east line of Amber Drive; thence northerly to a point which is east of the southeast corner of Parcel 65-143-013; thence westerly to the southwest corner of Parcel 65-143-007; thence northerly to the north line of Amber Drive; thence westerly to the east line of Cavallo Road; thence northerly to a point which is east of the northeast corner of Parcel 65-151-037; thence westerly to the northwest corner thereof; thence southerly to the northeast corner of Parcel 65-151-002; thence westerly to the west line of Noia Avenue; thence southerly to the northeast corner of Parcel 65-152-043; thence westerly to the west line of Wisner Drive; thence northerly to the northeast corner of Parcel 65-152-027; thence westerly and southerly along the north and west lines of said parcel to the northeast corner of Parcel 65-161-001; thence westerly to the west line of Marie Avenue; thence northerly to the southeast corner of Parcel 65-164-012; thence westerly, northerly, and westerly along the boundary of Parcel 65-164-023 to the northwest corner thereof; thence northerly to the south line of East 16th Street; thence westerly to the northeast corner of Parcel 65-172-022; thence southerly to the southeast corner thereof; thence westerly to the north west corner of Parcel 65-172-027; thence southerly to the southeast corner of Parcel 65-172-007; thence westerly along the boundary lines of Parcels 65-172-024, 65-172-025, and 65-172-020 to the northwest corner of Parcel 65-172-028; thence northerly to the southeast corner of Parcel 65-183-009; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-007; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-006; thence westerly to the southwest corner of Parcel 65-183-004; thence northerly to the north line of East 16th Street; thence westerly to the southwest corner of Parcel 65-182-030; thence northerly to the northwest corner thereof; thence easterly to the southeast corner of Parcel 65-182-027; thence northerly to the northwest corner of Parcel 65-181-020; thence easterly to the southeast corner of Parcel 65-181-014; thence northerly and westerly along the east and north line of said parcel to the east line of "A" Street; thence northerly to the northwest corner of Parcel 65-181-018; thence easterly to the southeast

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corner of Parcel 65-075-002; thence northerly to the north line of E. 13th Street; thence easterly to the southeast corner of Parcel 65-071-009; thence northerly to the southeast corner of Parcel 65-064-005; thence westerly to "A" Street; thence northerly to the southwest corner of Parcel 65-061-008; thence easterly to the southeast corner thereof; thence northerly to the north line of Wilbur Avenue; thence easterly to the southeast corner of Parcel 66-164-007; thence northerly to the point on the south line of Parcel 66-164-010; thence westerly to the southwest corner of Parcel 66-164-013; thence northerly to the north line of 7th Street; thence easterly to the southeast corner of Parcel 66-162-008; thence northerly to a point on the south line of Parcel 66-162-011; thence easterly and northerly along the southerly and easterly boundaries of said parcel to the south line of 6th Street; thence northerly to the southeast corner of Parcel 66-032-018; thence northerly to the northeast corner thereof; thence easterly to the east line of the roadway described in Book 27 of Deeds at Page 475; thence southerly along the east line thereof to the northwest corner of Parcel 65-050-026; thence easterly to the northeast corner of Parcel 65-050-013; thence north, east, and south along the boundary of Parcel 65-050-006 to the northwest line of Parcel 65-050-005; thence easterly along the northerly and easterly property lines of Parcels 65-050-005, and 65-050-029, to the northeast corner of Parcel 65-050-029; thence southerly to the northerly most point of Parcel 65-050-017; thence southeasterly along the eastern boundary of said Parcel 65-050-017 to the north line of Wilbur Avenue; thence easterly along the north line of Wilbur Avenue to a point which is north of the west line of Marie Avenue; thence south to the south line of Wilbur Avenue, thence east to the northeast corner of Parcel 65-101-014; thence southerly to the northwest corner of Parcel 65-101-015; thence easterly to the northeast corner of Parcel 65-110-012, said corner being on the Antioch City Limits; thence along northerly, and westerly along said City of Antioch boundary to the point of beginning.

* * * * *

(END OF DOCUMENT)

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4. Exception_05b_2007192911.TIF

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RECORDED AT REQUEST OF
AND FOR THE BENEFIT OF:
CITY OF ANTIOCH

WHEN RECORDED MAIL TO:
L. Jolene Martin
City Clerk
P.O. Box 5007
Antioch, CA 94531-5007



CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2007-0192911-00

Check Number

Tuesday, JUL 03, 2007 14:32:00

FRE \$0.00:1

Ttl Pd \$0.00

Nbr-0003770708
Lee/R5/1-6

**REVISED NOTICE OF ADOPTION OF THE
REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT AREA NO. 1**

Recording Requested by
and When Recorded Return to:

L. Jolene Martin, City Clerk
City of Antioch
P.O. Box 5007
Antioch, Ca 94531-5007

Exempt from recording fees pursuant to
Government Code Section 27383

**ALL PROPERTY TO WHICH THIS NOTICE PERTAINS
IS LOCATED WITHIN THE ANTIOCH REDEVELOPMENT PROJECT AREA NO. 1**

**REVISED NOTICE OF ADOPTION OF THE
REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT AREA NO. 1**

NOTICE IS HEREBY GIVEN, in compliance with Section 33373(c) of the California Health and Safety Code which became effective January 1, 2007, that the City Council of the City of Antioch, California ("City Council") adopted Ordinance No. 290 C.S. on July 15, 1975, as amended, approving and adopting the Redevelopment Plan for the Antioch Project Area No. 1 (the "Redevelopment Plan"). The Antioch Development Agency ("Agency") is vested with the responsibility to carry out the Redevelopment Plan.

A legal description of the boundaries of Project Area No. 1 is attached hereto as Exhibit A and incorporated herein by reference and a copy of the Redevelopment Plan may be obtained from the Agency.

Proceedings for the redevelopment of Project Area No. 1, as contemplated by the Redevelopment Plan have been instituted under the California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*).

AGENCY'S EMINENT DOMAIN AUTHORITY. Sections 104, 105 and 701 of the Redevelopment Plan provides as follows:

When the Agency exercises its power of eminent domain, it shall be exercised within the following limitations:

The Redevelopment Plan may be amended by means of the procedures established in Section 33354.6 and/or Sections 33450-33458 of the Community Redevelopment Law or by any other procedure hereafter established by law; however, the Redevelopment Plan may not be

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amended to provide for the acquisition by eminent domain on any property zoned for residential uses as of the date the ordinance adopting the third amendment to the Plan becomes effective.

It is in the public interest and is necessary in order to eliminate the conditions requiring redevelopment and in order to execute this Plan for the power of eminent domain to be employed by the Agency to acquire real property in the Project Area which cannot be acquired by gift, devise, exchange, purchase, or any other lawful method. Eminent Domain proceedings, if used, must be commenced within twelve (12) years from the date the ordinance adopting the third amendment to the Plan becomes effective (or by October 26, 2011). This time limit for commencement of eminent domain proceedings may be extended only by amendment of the Plan.

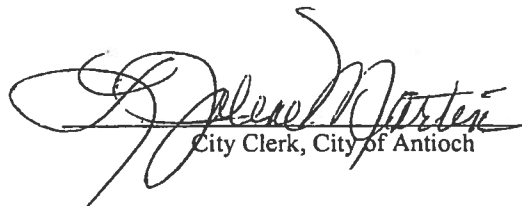
The Agency shall not acquire by eminent domain real property zoned for residential uses as of the date the ordinance adopting the third amendment to the Plan becomes effective.

It is the policy of the Agency to encourage the participation of property owners and businesses within the Project Area. Accordingly, the Agency has adopted Rules Governing Participation by, and the Extension of Reasonable Preferences to, Property Owners and Tenants in Project Area No. 1, which extend reasonable preferences to property owners and tenants in the Project Area, to participate in the redevelopment of the Project Area. The power of eminent domain shall not be exercised except in compliance with the rules and procedures set forth therein, as amended from time to time.

Generally, personal property shall not be acquired. However, where necessary in the execution of the Redevelopment Plan, the Agency is authorized to acquire personal property in the Project Area by any lawful means.

Filed for recordation with the County Recorder of Contra Costa County by order of the City Council of the City of Antioch, California.

Dated: June 21, 2007.



City Clerk, City of Antioch

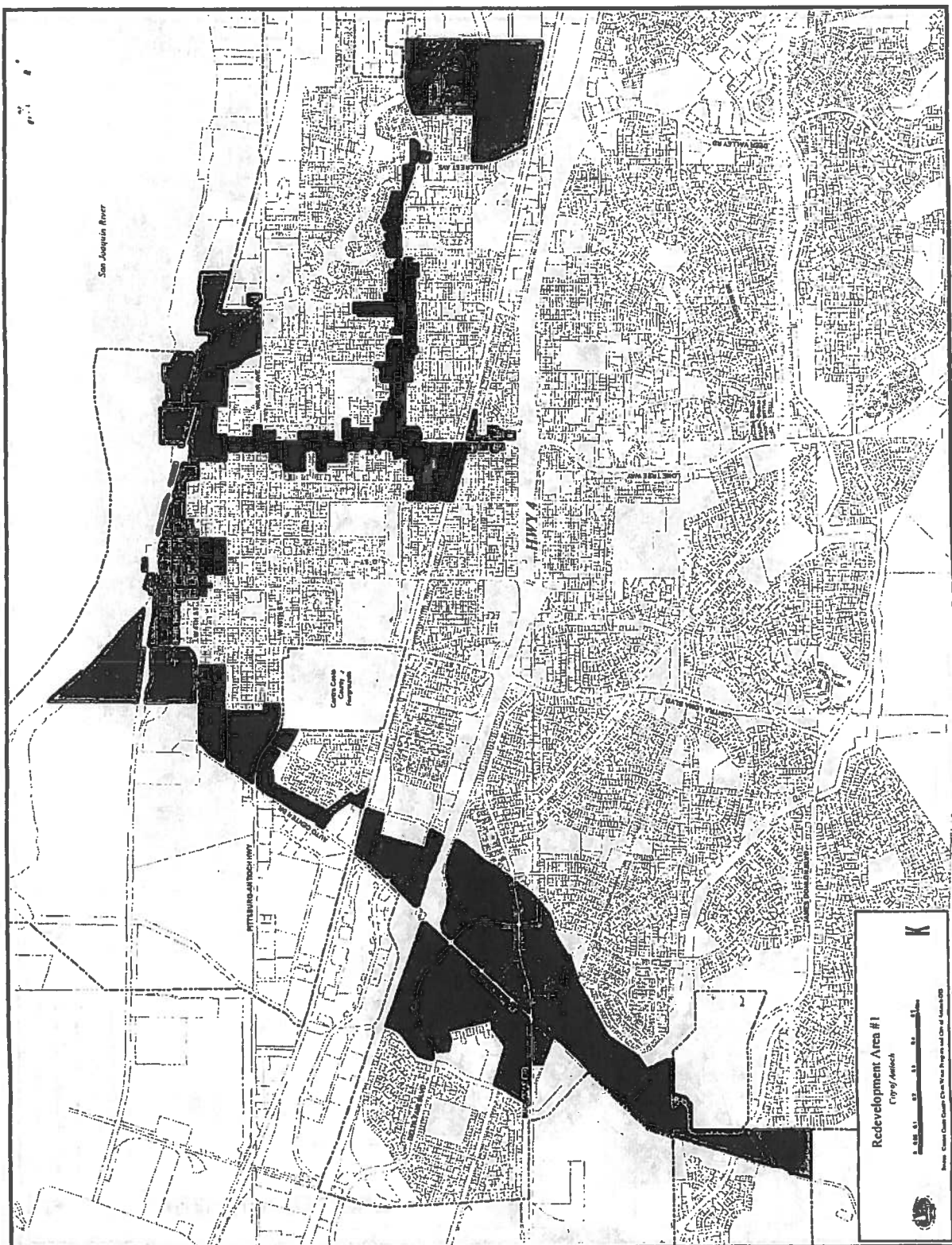
Attachment: Legal Description

EXHIBIT A

LEGAL DESCRIPTION OF PROJECT AREA NO. 1

Exhibit A

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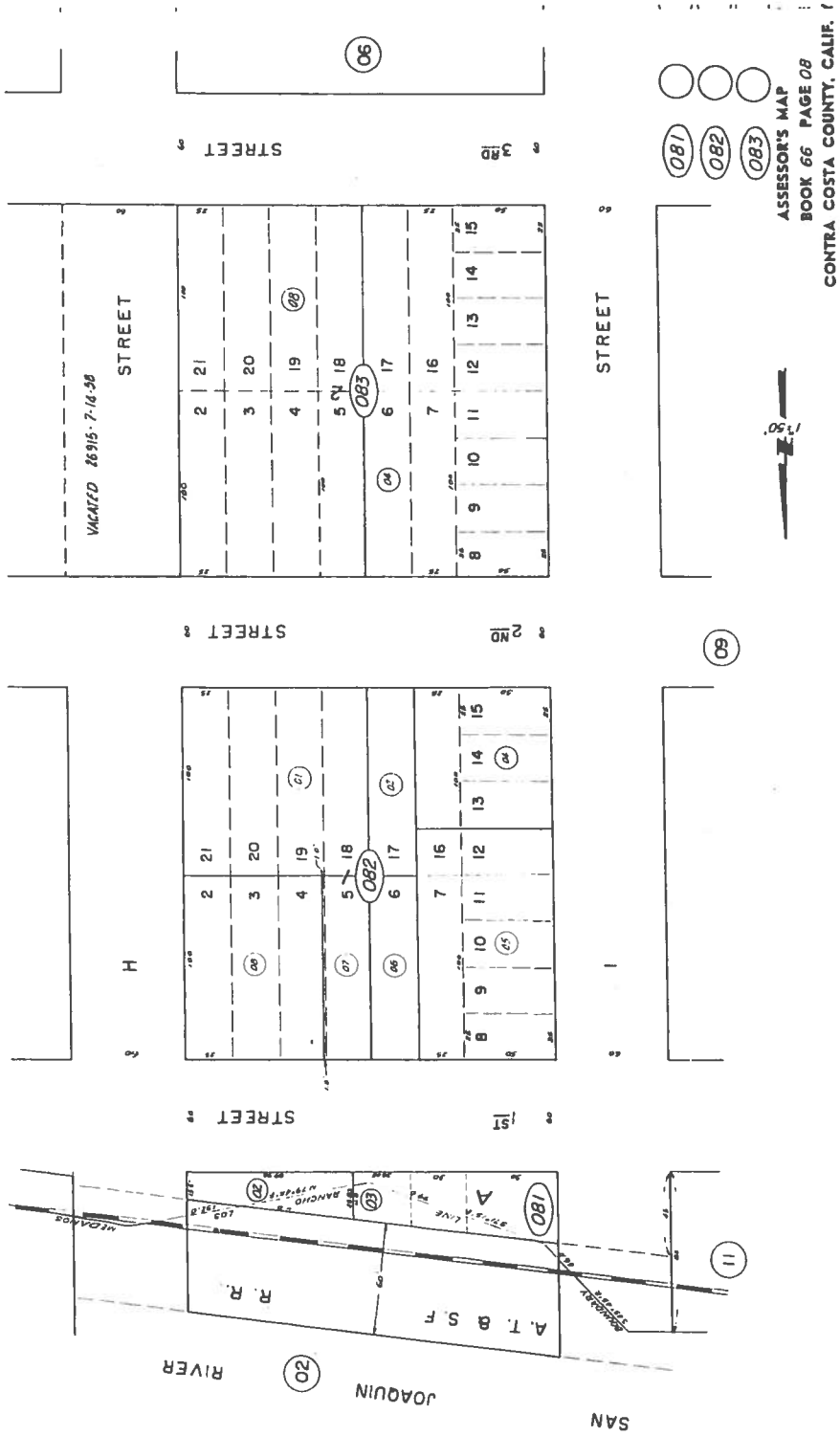




5. Plat/Survey

TAX CODE AREA

TOWN OF ANTIOCH
RANCHO LOS MEDANOS



Property Detail

Contra Costa, CA GUS KRAMER, ASSESSOR

Parcel # (APN): **066-091-015-9**Use Description: **GOVERNMENT**

Parcel Status:

Owner Name: **ANTIOCH CITY OF**Mailing Address: **PO BOX 5007 ANTIOCH CA 94509-5007**Situation Address: **809 W 1ST ST ANTIOCH CA 94509-1110 C001**

Legal

Description: **PCL MAP 161PG22 PCL A****ASSESSMENT**Total Value: **\$1,038,633**Use Code: **79**

Zoning:

Land Value: **\$420,555**Tax Rate Area: **001144**Census Tract: **3050.00/3**Impr Value: **\$618,078**Year Assd: **2011**

Improve Type:

Other Value:

Property Tax:

Price/SqFt:

% Improved **59%**

Delinquent Yr

Exempt Amt:

HO Exempt?: **N****SALES HISTORY**Sale 1Sale 2Sale 3TransferRecording Date: **03/15/2011****10/03/1989****03/15/2011**Recorded Doc #: **54793****15386-882****54793**

Recorded Doc Type:

Transfer Amount:

Sale 1 Seller (Grantor):

1st Trst Dd Amt:

Code1:

2nd Trst Dd Amt:

Code2:

PROPERTY CHARACTERISTICSLot Acres: **0.320**

Year Built:

Fireplace:

Lot SqFt: **13,939**Effective Yr: **1930**

A/C:

Bldg/Liv Area: **4,807**

Heating:

Units:

Total Rooms:

Pool:

Buildings:

Bedrooms:

Stories:

Baths (Full):

Park Type:

Style:

Baths (Half):

Spaces:

Construct:

Site Inflnce:

Quality:

Garage SqFt:

Building Class:

Timber Preserve:

Condition:

Ag Preserve:

Other Rooms:

1. Preliminary Report - CA

CLTA Preliminary Report Form
(Rev. 11/06)

Order Number: 0714-3735269

Page Number: 1

*First American Title***First American Title Company**

191 Sand Creek Road, Suite 50
Brentwood, CA 94513

Escrow Officer: Stacey Barrack
Phone: (925)240-9901
Fax No.: (866)407-2081
E-Mail: sbarrack@firstam.com

E-Mail Loan Documents to: BrentwoodEDocs@firstam.com
Property: 809 West First Street
Antioch, CA 94509

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

First American Title

Dated as of March 29, 2011 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

ALTA Standard Owner's Policy 2006 (WRE 6-17-06)

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

THE CITY OF ANTIOCH, A MUNICIPAL CORPORATION

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A fee as to Parcel(s) ONE, an easement as to Parcel(s) TWO.

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2011-2012, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. The fact that the land lies within the boundaries of the ANTIOCH REDEVELOPMENT PROJECT AREA NO. 1, as disclosed by the document recorded AUGUST 1, 1975 as BOOK 7581, PAGE 986 of Official Records.

Document(s) declaring modifications thereof recorded NOVEMBER 1, 1999 as INSTRUMENT NO. 1999-289937 of Official Records.

Document(s) declaring modifications thereof recorded JULY 3, 2007 as INSTRUMENT NO. 2007-192911 of Official Records.

4. The terms and provisions contained in the document entitled "GRANT DEED" recorded MARCH 15, 2011 as INSTRUMENT NO. 2011-0054793-00 of Official Records.
5. Any easements and/or servitudes affecting easement parcel(s) TWO herein described.

Prior to the issuance of any policy of title insurance, the Company will require:

First American Title

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6. With respect to THE CITY OF ANTIOCH, A MUNICIPAL CORPORATION, we will require copies of the articles of organization, bylaws, and other governing documents and any amendments thereto. Other requirements will be made following a review of such documents.

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INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. General and special taxes and assessments for the fiscal year 2010-2011.

First Installment:	\$277.68, PAID
Penalty:	\$0.00
Second Installment:	\$277.68, PAID
Penalty:	\$0.00
Tax Rate Area:	01-144
A. P. No.:	066-091-015

2. According to the public records, there has been no conveyance of the land within a period of twenty four months prior to the date of this report, except as follows:

A document recorded MARCH 15, 2011 as INSTRUMENT NO. 2011-0054793-00 of Official Records.

From: THE ANTIOCH DEVELOPMENT AGENCY, A PUBLIC BODY, CORPORATE
AND POLITIC, OF THE STATE OF CALIFORNIA

To: THE CITY OF ANTIOCH, A MUNICIPAL CORPORATION

3. We find no open deeds of trust. Escrow please confirm before closing.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

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WIRING INSTRUCTIONS

PAYABLE TO: FIRST AMERICAN TITLE COMPANY
BANK: First American Trust, FSB
ADDRESS: 5 First American Way, Santa Ana, CA 92707
ACCOUNT NO: 3004780000
ROUTING NUMBER: 122241255

PLEASE REFERENCE THE FOLLOWING:

CUSTOMER NAME:

FILE NUMBER: 0714-3735269 (SB)
ATTENTION: STACEY BARRACK

PLEASE USE THE ABOVE INFORMATION WHEN WIRING FUNDS TO **FIRST AMERICAN TITLE COMPANY. FUNDS MUST BE WIRED FROM A U.S. BANK.** PLEASE NOTIFY **STACEY BARRACK** AT (925)240-9901 OR sbarrack@firstam.com WHEN YOU HAVE TRANSMITTED YOUR WIRE. FAX NUMBER: (866)407-2081

FIRST AMERICAN TRUST CONTACT INFO: Banking Services 1-877-600-9473

**ALL WIRES WILL BE RETURNED IF THE FILE NUMBER
AND/OR NAME(S) ARE NOT INCLUDED**

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Order Number: **0714-3735269**

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LEGAL DESCRIPTION

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

PARCEL ONE:

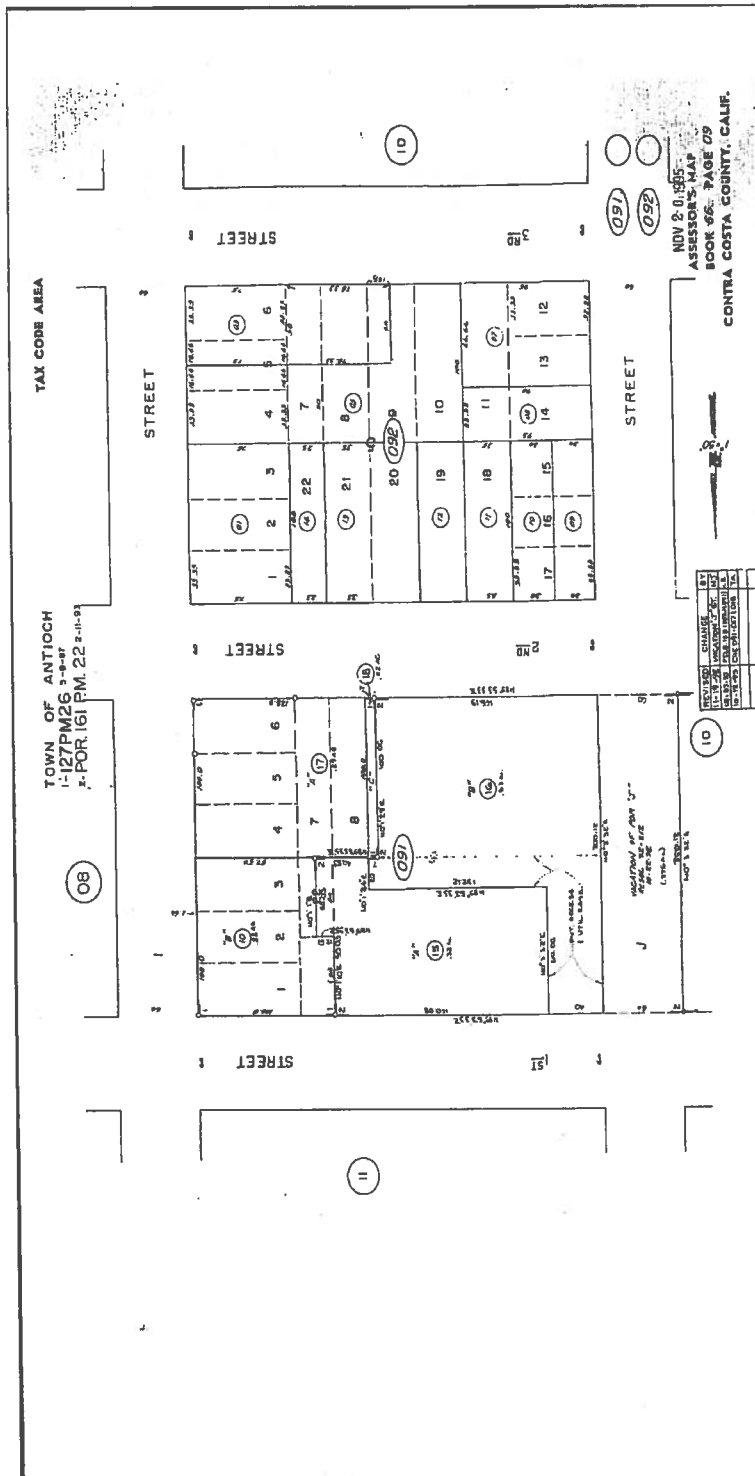
PARCEL A, AS SHOWN ON PARCEL MAP MS 6-92, FILED FOR RECORD ON FEBRUARY 11, 1993 IN BOOK 161, OF PARCEL MAPS, AT PAGE 22, CONTRA COSTA COUNTY RECORDS.

PARCEL TWO:

AN EASEMENT FOR PRIVATE ACCESS AND UTILITY OVER THAT PORTION OF PARCEL B AS SHOWN AND DESIGNATED ON PARCEL MAP MS 6-92, FILED FOR RECORD ON FEBRUARY 11, 1993 IN BOOK 161, OF PARCEL MAPS, AT PAGE 22, CONTRA COSTA COUNTY RECORDS.

APN: 066-091-015

First American Title



NOTICE

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Order Number: **0714-3735269**

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Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

If you have any questions about the effect of this new law, please contact your local First American Office for more details.

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EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy; or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

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**3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant, (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

**5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

First American Title

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy;
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the Insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent Insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy); or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
(i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
(ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
(iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
(a) to timely record the instrument of transfer; or
(b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**3. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance

- resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
 3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
 4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**10. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL
TITLE INSURANCE POLICY - 1987
EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

* land use	* land division
* improvements on the land	* environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
 - * a notice of exercising the right appears in the public records on the Policy Date
 - * the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.
3. Title Risks:
 - * that are created, allowed, or agreed to by you
 - * that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
 - * that result in no loss to you
 - * that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - * to any land outside the area specifically described and referred to in Item 3 of Schedule A, or
 - * in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

11. EAGLE PROTECTION OWNER'S POLICY**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 2008****ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 2008**

Covered Risks 16 (Subdivision Law Violation). 18 (Building Permit). 19 (Zoning) and 21 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building
 - b. zoning
 - c. land use
 - d. improvements on the land
 - e. land division
 - f. environmental protectionThis Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

12. THIRD GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (1/01/08)**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions, or location of any improvement erected on the Land; (iii) the subdivision of land; or (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

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- (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing business laws of the state where the Land is situated.
 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
 6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
 8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

13. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

14. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006
WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 13 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

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1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

15. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

16. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006

WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 15 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

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First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

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AUG - 1 1975 69311
RECORDED AT REQUEST OF
City of Antioch

AUG - 1 1975
- AT 4:30 O'CLOCK P. M.
CONTRA COSTA COUNTY RECORDS
J. R. OLSON
COUNTY RECORDER
FEE \$8.00

NOTICE

PLEASE TAKE NOTICE THAT THE CITY OF ANTIOCH AND THE ANTIOCH DEVELOPMENT AGENCY HAVE INSTITUTED PROCEEDINGS PURSUANT TO THE CALIFORNIA REDEVELOPMENT LAW (SECTION 33000 ET SEQ. OF THE HEALTH & SAFETY CODE) FOR THE REDEVELOPMENT OF THE ANTIOCH DEVELOPMENT AGENCY PROJECT AREA. SAID PROJECT AREA IS MORE PARTICULARLY DESCRIBED IN THE EXHIBIT MARKED EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

ATTEST:

SEAL AFFIXED

Dorothy P. Marks
Dorothy P. Marks, Secretary
Antioch Development Agency

EXHIBIT "A"

PROJECT AREA
BOUNDARY DESCRIPTION

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Beginning at the most northerly boundary corner of the City of Antioch; thence generally south along the West boundary to a point on the north line of State Highway 4 and its intersection with the east line of the Los Medanos Wasteway; thence southerly along said east line to the south line of Delta Fair Boulevard; thence easterly along said south line to the northwest corner of Parcel 74-123-04; thence southerly and easterly along the west and south boundaries of said parcel to the west line of Fairview Drive; thence southerly along said west line to the north line of Parcel 74-123-05; thence westerly along said north line to the north line of a 100 foot East Bay Municipal Utility District right-of-way; thence westerly along said north line to the east line of said Los Medanos Wasteway; thence southerly along said east line to the south line of Buchanan Road; thence easterly along said south line to the northwest corner of Parcel 75-010-07; thence southerly and easterly along south and west boundaries of said parcel to the center line of Somersville Road; thence southerly along said center line to a point on the southwest line of the Contra Costa Canal, said point being on the boundary of the City of Antioch; thence southerly, easterly, and northerly along said boundary to said southwest line of the Contra Costa Canal; thence northerly along said southwest line to the east line of Markley Creek; thence northeasterly along said east line to the west line of Parcel 76-030-068; thence southerly, easterly, and northerly along the west, south, and east boundary lines of said parcel to the east line of Markley Creek; thence northeasterly along said east line to the north line of Mahogany Way; thence westerly along said north line to the southwest corner of Parcel 74-370-008; thence northerly along the west line of said parcel to the south line of Sycamore Drive; thence easterly along said south line to the northeast corner of said Parcel 74-370-008; thence northerly across Sycamore Drive and along the east boundary of Parcel 74-370-004 to the south line of the Southern Pacific Railroad; thence easterly along the Southern Pacific Railroad to a point which is south of the southwest corner of Parcel 74-321-002; thence northwesterly along the south line of Fairview Terrace subdivision to the southeast corner of Parcel 74-180-003; thence along the southeast boundary of said parcel to the north line of West 18th Street; thence along said north line to the southeast corner of Parcel 74-171-000; thence along the west line of the Fairview Terrace subdivision to a point on the south line of Parcel 74-160-001; thence easterly along the north line of Parcel 74-160-008 and Parcel 74-334-027 to the northeast corner of said Parcel 74-334-027; thence north along the east line of Parcel 74-334-026 and Parcel 74-334-015 to the south line of 10th Street; thence easterly along the south line of 10th Street to the west line of Parcel 67-021-001; thence southerly and easterly along the boundary of said parcel and Parcel 67-021-002 and across "L" Street to the east line; thence south to the southwest corner of Parcel 67-022-002; thence easterly along the north line of Loma Lane to the east line of "H" Street; thence northerly to the northwest corner of Parcel 67-050-016; thence easterly to the east line of "G" Street; thence southerly to the southwest corner of Parcel 67-060-001; thence easterly and northerly along said boundary to the south line of 10th Street; thence westerly to a point which is south of the

3/19/75

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southeast corner of Parcel 66-207-014; thence northerly along the east line of Parcel 66-207-014 and 66-207-008 to the south line of 9th Street; thence west to the east line of "G" Street; thence northerly to the northwest corner of Parcel 66-203-014; thence westerly to the west line of "H" Street; thence southerly to the southeast corner of Parcel 66-205-008; thence westerly to the southeast corner of Parcel 66-217-007; thence along the boundary of said parcel northerly and westerly to the west line of "L" Street; thence southerly to the north line of 10th Street; thence westerly to the west line of "O" Street; thence northerly along "O" Street to the northeast corner of Parcel 74-130-043; thence westerly 150 feet; thence northerly to the south line of 6th Street; thence east to the east line of "H" Street; thence north to the south line of 4th Street; thence east to the east line of "L" Street; thence north to the northwest corner of Parcel 66-103-008; thence easterly to the southwest corner of Parcel 66-092-012; thence southerly to the south line of 3rd Street; thence easterly to the northeast corner of Parcel 66-107-009; thence south to the south line of Fourth Street; thence east to the northeast corner of Parcel 66-133-010; thence south to the southeast corner thereof; thence easterly to the east line of "I" Street to the west line of Parcel 66-141-006; thence southerly, easterly, and northerly along the west, south, and east boundary of said parcel to the northwest corner of parcel 66-141-005; thence easterly to the west line of "H" Street; thence southerly to the south line of 6th Street; thence easterly to the east line of "F" Street; thence northerly to the south line of 4th Street; thence easterly to the northeast corner of Parcel 66-144-009; thence northerly to the northwest corner of Parcel 66-057-004; thence easterly and along the north lines of Parcels 66-057-004, 66-057-003, 66-057-002, and 66-057-001 to the east line of "E" Street; thence northerly to the south line of 3rd Street; thence east to the west line of "C" Street; thence southerly to the south line of 4th Street; thence easterly to the west line of "B" Street; thence southerly to the south line of 6th Street; thence easterly to the northeast corner of Parcel 66-161-013; thence southerly to the north line of 8th Street; thence westerly to the southwest corner of Parcel 66-163-003; thence southerly to the north line of 9th Street; thence westerly to the west line of "B" Street; thence southerly to the north line of 10th Street; thence westerly to the southwest corner of Parcel 66-189-003; thence southerly and easterly along the boundary of Parcel 67-092-001, to the northeast corner of Parcel 67-092-003; thence southerly to the southeast corner of Parcel 67-093-016; thence westerly, southerly, and easterly along the north, west, and south boundary lines of Parcel 67-093-019 to the northwest corner of Parcel 67-102-067; thence southerly to the southwest corner of Parcel 67-102-052; thence easterly to the northeast corner of Parcel 67-102-007; thence southerly to the south side of 15th Street; thence easterly to the northeast corner of Parcel 67-163-026; thence southerly to the southeast corner thereof; thence southerly, easterly, southerly, and westerly along the eastern boundary lines of Parcel 67-103-017 to the northwest corner of Parcel 67-103-018; thence southerly to the south line of 17th Street; thence west and south along the boundary of Parcel 67-243-030 to the southwest corner thereof; thence westerly to the northwest corner of Parcel 67-243-006; thence southerly to the south line of 18th Street; thence westerly to the northwest corner of Parcel 67-246-008; thence southerly to the southwest corner thereof; thence westerly to the northeast corner of Parcel 67-262-002; thence southerly

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to the north line of 19th Street; thence westerly to the southwest corner of Parcel 67-261-004; thence northerly to the northwest corner thereof; thence westerly to the east line of "D" Street; thence southerly to the north line of 20th Street; thence easterly to the east line of "C" Street; thence northerly to the northwest corner of Parcel 67-263-004; thence easterly to the northeast corner of Parcel 67-263-001; thence southerly to the northwest corner of Parcel 67-251-010; thence easterly to the northeast corner of Parcel 67-251-009; thence southerly to the south line of 20th Street; thence easterly to the northeast corner of Parcel 67-252-007; thence southerly to the southeast corner thereof; thence westerly to the southwest corner of Parcel 67-252-001; thence northerly to the southeast corner of Parcel 67-266-007; thence westerly to the east line of "C" Street; thence north to the south line of 20th Street; thence westerly to the east line of "D" Street; thence southerly to the south line of Parcel 67-277-002; thence southeast to the northeast corner of Parcel 67-274-005; thence southerly to the south line of West Madison Street; thence easterly to the northwest corner of Parcel 67-275-023; thence southerly to the south line of Rossi Avenue; thence west, south, and east along the boundary line of Parcel 67-282-029 to the northwest corner of Parcel 67-282-026; thence southerly to the south line of Texas Street; thence easterly to the west line of "A" Street; thence southerly to the north line of Drake Street; thence easterly to the southeast corner of Parcel 68-142-019; thence westerly and northerly along the boundary of subdivision Sunset Gardens to the south line of Brian Ave; thence easterly to the point south of the southeast corner of Parcel 68-132-036; thence northerly to the northeast corner of said parcel; thence easterly, northerly, and westerly along the boundary of Parcel 68-132-033 to the southeast corner of Parcel 68-132-037; thence northerly to the northeast corner of Parcel 68-131-037; thence easterly and northerly along the south and east boundary of Parcel 68-131-031, to the south line of Southern Pacific Railroad; thence along said south line northwesterly to the east line of "A" Street; thence northerly to the south line of 19th Street; thence easterly to the point which is south of the southeast corner of Parcel 68-011-034; thence northerly along the east boundary lines of Parcels 68-011-034 and 68-011-001 to the south line of E. 18th Street; thence easterly to the west line of Evergreen Avenue; thence southerly to the point which is west of the southwest corner of Parcel 68-017-010; thence easterly to the southeast corner thereof; thence northerly to the south west corner of Parcel 68-041-002; thence easterly to the east line of Hawthorn Lane; thence northerly to the southwest corner of Parcel 68-041-011; thence easterly to the southeast corner of said parcel; thence southerly to the southwest corner of Parcel 68-041-013; thence easterly to the east line of Alpha Way; thence southerly to the southwest corner of Parcel 68-042-023; thence easterly to the southeast corner thereof; thence southerly to the southwest corner of Parcel 68-042-003; thence easterly to the east line of Crestwood Drive; thence northerly to the northwest corner of Parcel 68-043-011; thence easterly to the southeast corner of Parcel 68-046-034; thence northerly and easterly along the west and north boundary lines of Parcel 68-046-003 to the east line of Cavallo Road; thence north to the southwest corner of Parcel 68-051-015; thence easterly to the southeast corner of Parcel 68-051-019; thence southerly to the southwest corner of Parcel 68-051-042; thence easterly to the southwest corner of Parcel 68-051-024; thence northerly to the northwest

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corner of Parcel 68-051-037; thence easterly to the east line of Siglow Drive; thence northerly to the north line of E. 18th Street; thence easterly to the west line of Hillcrest Avenue; thence southerly along the west line of Hillcrest Avenue to a point which is west of the south west corner of Parcel 51-272-035; thence easterly and northerly along the south and east boundary of said parcel to the south line of E. 18th Street; thence easterly to the northeast corner of Parcel 51-272-006; thence southerly to the southeast corner of Parcel 51-242-005; thence westerly to the east line of Hillcrest Avenue, said line being the Antioch City Limits; thence along said Antioch City Limits line southerly, easterly, northerly, and westerly to the southeast corner of Parcel 51-263-019; thence westerly to the southwest corner of Parcel 51-265-035; thence westerly along the south lines of Parcels 51-120-022 and 51-120-023 to the southeast corner of Parcel 51-120-016; thence westerly to the east line of Hillcrest Avenue; thence northerly to a point which is east of the northeast corner of Parcel 65-262-024; thence westerly to the southeast corner of Parcel 65-262-027; thence westerly along the south line of Lake Alhambra subdivision to the southeast corner of Parcel 65-235-019; thence northerly to the south line of South Lake Drive; thence westerly to the west line of Alhambra Drive; thence southerly to the northeast corner of Parcel 65-142-023; thence along the boundary of said parcel westerly to the east line of Amber Drive; thence northerly to a point which is east of the southeast corner of Parcel 65-143-013; thence westerly to the southwest corner of Parcel 65-143-007; thence northerly to the north line of Amber Drive; thence westerly to the east line of Cavallo Road; thence northerly to a point which is east of the northeast corner of Parcel 65-151-037; thence westerly to the northwest corner thereof; thence southerly to the northeast corner of Parcel 65-151-002; thence westerly to the west line of Moia Avenue; thence southerly to the northeast corner of Parcel 65-152-043; thence westerly to the west line of Wisner Drive; thence northerly to the northeast corner of Parcel 65-152-027; thence westerly and southerly along the north and west lines of said parcel to the northeast corner of Parcel 65-161-001; thence westerly to the west line of Marie Avenue; thence northerly to the southeast corner of Parcel 65-164-012; thence westerly, northerly, and westerly along the boundary of Parcel 65-164-023 to the northwest corner thereof; thence northerly to the south line of East 16th Street; thence westerly to the northeast corner of Parcel 65-172-022; thence southerly to the southeast corner thereof; thence westerly to the north west corner of Parcel 65-172-027; thence southerly to the southeast corner of Parcel 65-172-007; thence westerly along the boundary lines of Parcels 65-172-024, 65-172-025, and 65-172-026 to the northwest corner of Parcel 65-172-028; thence northerly to the southeast corner of Parcel 65-183-009; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-006; thence westerly to the southwest corner of Parcel 65-183-004; thence northerly to the north line of East 16th Street; thence westerly to the southwest corner of Parcel 65-182-030; thence northerly to the northwest corner thereof; thence easterly to the southeast corner of Parcel 65-182-027; thence northerly to the northwest corner of Parcel 65-191-020; thence easterly to the southeast corner of Parcel 65-181-014; thence northerly and westerly along the east and north line of said parcel to the east line of "A" Street; thence northerly to the northwest corner of Parcel 65-181-016; thence easterly to the southeast

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corner of Parcel 65-075-002; thence northerly to the north line of E. 13th Street; thence easterly to the southeast corner of Parcel 65-071-009; thence northerly to the southeast corner of Parcel 65-064-005; thence westerly to "A" Street; thence northerly to the southwest corner of Parcel 65-061-002; thence easterly to the southeast corner thereof; thence northerly to the north line of Wilbur Avenue; thence easterly to the southeast corner of Parcel 66-164-007; thence northerly to the point on the south line of Parcel 66-164-010; thence westerly to the southwest corner of Parcel 66-164-013; thence northerly to the north line of 7th Street; thence easterly to the southeast corner of Parcel 66-162-008; thence northerly to a point on the south line of Parcel 66-162-011; thence easterly and northerly along the southerly and easterly boundaries of said parcel to the south line of 6th Street; thence northerly to the southeast corner of Parcel 66-032-018; thence northerly to the northeast corner thereof; thence easterly to the east line of the roadway described in Book 27 of Deeds at Page 475; thence southerly along the east line thereof to the northwest corner of Parcel 65-050-026; thence easterly to the northeast corner of Parcel 65-050-013; thence north, east, and south along the boundary of Parcel 65-050-006 to the northwest line of Parcel 65-050-005; thence easterly along the northerly and easterly property lines of Parcels 65-050-005, and 65-050-029, to the northeast corner of Parcel 65-050-029; thence southerly to the northerly most point of Parcel 65-050-017; thence southeasterly along the eastern boundary of said Parcel 65-050-017 to the north line of Wilbur Avenue; thence easterly along the north line of Wilbur Avenue to a point which is north of the west line of Marie Avenue; thence south to the south line of Wilbur Avenue, thence east to the northeast corner of Parcel 65-101-014; thence southerly to the northwest corner of Parcel 65-101-015; thence easterly to the northeast corner of Parcel 65-110-012, said corner being on the Antioch City Limits; thence along northerly, and westerly along said City of Antioch boundary to the point of beginning.

* * * * *

END OF DOCUMENT

3. Exception_03a_1999289937

17

OFFICE OF THE CITY CLERK



L. JOLENE MARTIN
City Clerk

Recording Requested by
and When Recorded Return to:

City Clerk
City of Antioch
P.O. Box 5007
Antioch, CA 94531-5007

CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 1999-0289937-00
N, NOV 01, 1999 15:02:03
FEE \$0.00
Ttl Pd \$0.00 Nbr-0000718887
lra/RB/1-17

**NOTICE OF ADOPTION OF AN AMENDMENT TO THE REDEVELOPMENT PLAN
FOR THE ANTIOCH REDEVELOPMENT PROJECT**


NOTICE IS HEREBY GIVEN that the City Council of the City of Antioch adopted Ordinance NO. 963-C-S and 964-C-S on October 26, 1999, approving and adopting the Amendment to the Redevelopment Plan for the Antioch Redevelopment Project.

A legal description of the boundaries of the Project Area is attached hereto as Exhibit A and incorporated herein by reference.

Proceeding for the redevelopment of the Project Area, as amended, have been instituted under the California Community Redevelopment Law (Health and Safety Code Section 3300 et seq.).

Filed for recordation with the County Recorder of Contra Costa County by order of the City Council of the City of Antioch, California.

Dated: October 29, 1999


City Clerk
City of Antioch

Attachment

289937

ORDINANCE NO. 963-C-S

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF ANTIOCH ESTABLISHING AND AMENDING
CERTAIN LIMITATIONS WITH RESPECT TO THE
REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT**

WHEREAS, the City Council of the City of Antioch (the "City Council") adopted Ordinance No. 290-C-S on July 15, 1975, approving and adopting the Redevelopment Plan (the "Redevelopment Plan") for the Antioch Redevelopment Project (the "Project"); and

WHEREAS, on April 10, 1979, the City Council adopted Ordinance No. 398-C-S, approving and adopting an amendment to the Redevelopment Plan; and

WHEREAS, on November 12, 1986, the City Council adopted Ordinance No. 653-C-S, establishing certain limitations with respect to the Redevelopment Plan; and

WHEREAS, the Antioch Development Agency (the "Agency") has been designated as the official redevelopment agency in the City of Antioch to carry out the functions and requirements of the Community Redevelopment Law of the State of California (Health and Safety Code Section 33000 et seq.) and to implement the Redevelopment Plan; and

WHEREAS, Section 33333.6 of the Community Redevelopment Law requires that every redevelopment plan adopted on or before December 31, 1993, contain certain limitations: (1) if the plan contains the provisions set forth in Section 33670 of the Community Redevelopment Law ("tax increment authority"), a time limit on the establishing of loans, advances and indebtedness which shall not exceed 20 years from the adoption of the redevelopment plan or January 1, 2004, whichever is later; (2) a time limit on the effectiveness of the redevelopment plan which shall not exceed 40 years from the adoption of the redevelopment plan or January 1, 2009, whichever is later; and (3) a time limit on the repayment of indebtedness which shall not exceed 10 years from the termination of the effectiveness of the redevelopment plan; and

WHEREAS, Section 33333.6 further provides that a redevelopment plan adopted prior to January 1, 1994, may be amended by the legislative body by adoption of an

STATE OF CALIFORNIA
County of Contra Costa
City of Antioch

I, L. JoJene Martin, City Clerk in and for said City of Antioch, County of Contra Costa, State of California, do hereby certify under penalty of perjury that the hereto attached and foregoing paper is a full, true and correct copy of Ordinance No. 963-C-S now on file in this office of said city.

WITNESS, my hand, and Official Seal, this 29th day of October 19 99

L. JoJene Martin
City Clerk, City of Antioch
Contra Costa County, California

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ordinance on or after January 1, 1999, but on or before December 31, 1999, provided that the redevelopment plan as so amended does not exceed the terms provided in that section; and

WHEREAS, Ordinance No. 653-C-S established a time limit for incurring indebtedness that exceeds the maximum permitted by subdivision (a) of Health and Safety Code Section 33333.6 and, therefore, should be amended; and

WHEREAS, the Redevelopment Plan contains an ambiguous termination date for the Redevelopment Plan that should be clarified; and

WHEREAS, a time limit for repayment of indebtedness in accord with Health and Safety Code Section 33333.6 should be established;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANTIOCH DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. A new sentence is hereby added to the end of the last paragraph of subsection 1 of Section 1201 of the Redevelopment Plan to read as follows:

"The Agency shall not establish or incur loans, advances or indebtedness to finance, in whole or in part, the Project after January 1, 2004."

SECTION 2. The existing sentence in Section 406 of the Redevelopment Plan is hereby deleted and replaced by the following:

"Except for the nondiscrimination and nonsegregation provisions that shall run in perpetuity, the provisions of this Plan shall be effective, and the provisions of other documents formulated pursuant to this Plan may be made effective, for forty (40) years from the date of adoption of this Plan. Based upon the date of adoption of the Redevelopment Plan, the effectiveness of the Redevelopment Plan shall terminate on July 15, 2015."

SECTION 3. The Agency shall not pay indebtedness or receive property taxes pursuant to Health and Safety Code Section 33670 after ten (10) years from the termination of the effectiveness of the Redevelopment Plan, as established in Section 2 of this Ordinance. Based upon the termination date established in Section 2 of this Ordinance, the Agency shall not pay indebtedness or receive property taxes pursuant to Section 33670 after July 15, 2025.

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SECTION 4. Ordinance Nos. 290-C-S, 398-C-S and 653-C-S are continued in full force and effect as amended by this Ordinance.

SECTION 5. The City Clerk is hereby directed to send a certified copy of this Ordinance to the Agency.

SECTION 6. Severability. If any part of this Ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance, and this City Council hereby declares that it would have passed the remainder of this Ordinance if such invalid portion thereof had been deleted.

SECTION 7. Publication. The City Clerk is hereby ordered and directed to cause this Ordinance to be published once in *The Ledger Dispatch*, a newspaper of general circulation, published and circulated in the City of Antioch.

SECTION 8. This ordinance shall be in full force and effect thirty (30) days after its passage.

* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch, held on the 28th day of September, 1999, and passed and adopted at a regular meeting thereof, held on the 26th day of October, 1999.

AYES: Council Members Freitas, Soliz, Davis, and Mayor Rocha.

NOES: Council Member Sudario.

ABSENT: None.

s/ Mary Helen Rocha
MAYOR OF THE CITY OF ANTIOCH

ATTEST:

s/ L. Jolene Martin
CITY CLERK OF THE CITY OF ANTIOCH

STATE OF CALIFORNIA
County of Contra Costa

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City of Antioch

I L. Jolene Martin, City Clerk in and for said City of Antioch, County of Contra Costa, State of California, do hereby certify under penalty of perjury that the hereto attached and foregoing paper is a full, true and correct copy of Ordinance No. 964-C-S now on file in this office of said city.

WITNESS, my hand, and Official Seal, this 29th day of October 19 99

L. Jolene Martin
City Clerk, City of Antioch
Contra Costa County, California

286662

ORDINANCE NO. 964-C-S
AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF ANTIOCH, CALIFORNIA, AMENDING
ORDINANCE NOS. 290-C-S, 398-C-S, 653-C-S AND
APPROVING AND ADOPTING AN AMENDMENT
TO THE REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT

WHEREAS, the City Council of the City of Antioch (the "City Council") adopted Ordinance No. 290-C-S on July 15, 1975, approving and adopting the Redevelopment Plan (the "Redevelopment Plan") for the Antioch Redevelopment Project (the "Project") and adopted Ordinance No. 398-C-S on April 10, 1979, Ordinance No. 653-C-S on November 12, 1986, and Ordinance No. 963-C-S, on October 26, 1999, amending the Redevelopment Plan; and

WHEREAS, the City Council has received from the Antioch Development Agency (the "Agency") a proposed amendment (the "Amendment") to the Redevelopment Plan, a copy of which is on file at the office of the Agency and at the office of the City Clerk, both at City Hall, Third and H Streets, Antioch, California, together with the Report of the Agency to the City Council on the proposed Amendment, including: (1) the reasons for amending the Redevelopment Plan; (2) the report and recommendations of the Planning Commission of the City of Antioch (the "Planning Commission"); and (3) the Negative Declaration; and

WHEREAS, the proposed Amendment would re-establish the time period within which the Agency can exercise its eminent domain authority and make certain other minor, technical amendments to bring the Redevelopment Plan into conformity with the current Community Redevelopment Law (Health and Safety Code Section 33000 et seq.); and

WHEREAS, by Resolution No. 99-19, adopted on August 18, 1999, the Planning Commission has reported that the Redevelopment Plan, as it is proposed to be amended by the Amendment, conforms to the General Plan of the City of Antioch and has recommended approval of the proposed Amendment; and

WHEREAS, a Negative Declaration was prepared on the proposed Amendment in accordance with the California Environmental Quality Act (Public Resources Code Section 21000 et seq.), the Guidelines for Implementation of the California

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Environmental Quality Act (14 Cal. Code Regs. Section 15000 et seq.), and environmental procedures adopted by the Agency pursuant thereto; and

WHEREAS, the Agency and the City Council have reviewed and considered the Negative Declaration on the proposed Amendment and have each approved the Negative Declaration; and

WHEREAS, the City Council and the Agency held a joint public hearing on September 28, 1999, on the adoption of the Amendment and approval of the Negative Declaration on the Amendment in the City Council Chambers, Third and H Streets, Antioch, California; and

WHEREAS, a notice of said hearing was duly and regularly published in *The Ledger Dispatch*, a newspaper of general circulation in the City of Antioch, once a week for three successive weeks prior to the date of said hearing, and a copy of said notice and affidavit of publication are on file with the City Clerk and the Agency; and

WHEREAS, copies of the notice of joint public hearing and a statement concerning acquisition of property by the Agency were mailed to the last known address of each assessee of each parcel of land in the Project Area, as shown on the last equalized assessment roll of the County of Contra Costa; and

WHEREAS, copies of the notice of joint public hearing were mailed to each business and resident in the Project Area; and

WHEREAS, copies of the notice of joint public hearing were mailed by certified mail with return receipt requested to the governing body of each taxing agency that receives taxes from property in the Project Area; and

WHEREAS, the City Council has considered the Report of the Agency, the report and recommendations of the Planning Commission, the proposed Amendment and the Negative Declaration; has provided an opportunity for all persons to be heard; and has received and considered all evidence and testimony presented for or against any and all aspects of the proposed Amendment;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANTIOCH DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The purpose and intent of the City Council with respect to the Amendment is to promote the full and effective implementation of the Redevelopment

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Plan for the Antioch Redevelopment Project by re-establishing, for an additional twelve (12) years, the Agency's power to acquire property by eminent domain. Implementation of the Redevelopment Plan will serve to eliminate blight and improve the physical and economic conditions in the Project Area.

SECTION 2. The City Council hereby finds and determines that:

(a) Remaining blight exists within the Project Area, the redevelopment of which is necessary to effectuate the public purposes in the Community Redevelopment Law. This finding is based upon the facts set forth in the Agency's Report to the City Council, particularly the descriptions of deterioration, stagnated or decreased property values, vacancy rates, low lease rates, asbestos and other blighting conditions.

(b) It is necessary and desirable to amend the Redevelopment Plan in the manner set forth in the proposed Amendment in order to carry out the redevelopment of the Project Area and make possible the achievement of the goals and objectives of the Redevelopment Plan. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that, without eminent domain authority, the Agency will not be able to assemble sites and eliminate remaining blight within the Project Area.

(c) The proposed Amendment will aid in the redevelopment of the Project Area in conformity with the Community Redevelopment Law and in the interests of the public peace, health, safety and welfare. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that implementation of the Redevelopment Plan will serve to eliminate remaining blight and improve physical and economic conditions in the Project Area and that eminent domain authority is necessary for the full and effective implementation of the Redevelopment Plan.

(d) The Redevelopment Plan, as it is proposed to be amended by the Amendment, is consistent with the General Plan of the City of Antioch. This finding is based upon the findings of the Planning Commission set forth in Resolution No. 99-19, adopted on August 18, 1999, a copy of which is included in the Agency's Report to the City Council.

(e) The carrying out of the Redevelopment Plan, as it is proposed to be amended by the Amendment, will promote the public peace, health, safety and welfare of the City of Antioch and will effectuate the purposes and policy of the

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Community Redevelopment Law. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that redevelopment, as contemplated by the Redevelopment Plan, will benefit the Project Area by authorizing the Agency to assemble sites for redevelopment to correct the significant blight remaining in the Project Area.

(f) The condemnation of real property within the Project Area, as provided for in the proposed Amendment, is necessary to the execution of the Redevelopment Plan, and adequate provisions have been made for the payment for property to be acquired as provided by law. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that, without eminent domain authority, certain sites within the Project Area could not be assembled for redevelopment. This finding is further based on the fact that, in connection with the acquisition of property by the Agency, the Agency will comply with all applicable provisions of the California Eminent Domain Law (Code of Civil Procedure Section 1230.010 et seq.) and the California Relocation and Real Property Acquisition Law (Government Code Section 7260 et seq.), including provisions requiring the payment of just compensation.

(g) The elimination of blight and the redevelopment of the Project Area could not reasonably be expected to be accomplished by private enterprise acting alone without the aid and assistance of the Agency. This finding is based upon the facts that, because of the higher costs and more significant risks associated with development of blighted areas, individual developers are unable and unwilling to invest in blighted areas without substantial public assistance; that funds of other public sources and programs are insufficient to eliminate the blighting conditions; and that, without the Agency's use of eminent domain, sites could not be assembled for redevelopment.

(h) The time limitation in the Redevelopment Plan regarding the Agency's eminent domain authority, as amended by the Amendment, is reasonably related to the proposed projects to be implemented in the Project Area and the ability of the Agency to eliminate blight within the Project Area. This finding is based upon the fact that Section 33333.4 of the Community Redevelopment Law provides that a time limit, not to exceed 12 years from the adoption of the Redevelopment Plan, may be established for commencement of eminent domain proceedings to acquire property within the Project Area and that said time limit may be extended by amendment of the Redevelopment Plan.

SECTION 3. In order to implement and facilitate the effectuation of the proposed Amendment, certain official actions must be taken by the City Council; accordingly, the

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City Council hereby: (a) pledges its cooperation in helping to carry out the Redevelopment Plan, as amended by the Amendment; (b) directs the various officials, departments, boards and agencies of the City of Antioch having administrative responsibilities in the Project Area likewise to cooperate to such end and to exercise their respective functions and powers in a manner consistent with the Redevelopment Plan, as amended by the Amendment; (c) stands ready to consider and take appropriate action on proposals and measures designed to effectuate the Redevelopment Plan, as amended by the Amendment; and (d) declares its intention to undertake and complete any proceedings, including the expenditure of moneys, necessary to be carried out by the City under the provisions of the Redevelopment Plan, as amended by the Amendment.

SECTION 4. The Council is satisfied that written objections, if any, received before or at the noticed public hearing have been responded to in writing. In addition, written findings have been adopted in response to each written objection, if any, of an affected property owner or taxing entity filed with the City Clerk either before or at the noticed public hearing.

SECTION 5. The Redevelopment Plan, as adopted and amended by Ordinance Nos. 290-C-S, 398-C-S, 653-C-S and 963-C-S, is hereby further amended as set forth in the "Amendment to the Redevelopment Plan for the Antioch Redevelopment Project," attached hereto. As so amended, the Redevelopment Plan is incorporated by reference herein. The Executive Director of the Agency is hereby authorized to combine the Redevelopment Plan, as amended by the Amendment, into a single document, and said document, when filed with the City Clerk and the Secretary of the Agency, shall constitute the official Redevelopment Plan for the Antioch Redevelopment Project.

SECTION 6. Ordinance Nos. 290-C-S, 398-C-S, 653-C-S and 963-C-S, are continued in full force and effect as amended by this Ordinance.

SECTION 7. The City Clerk is hereby directed to send a certified copy of this Ordinance to the Agency, and the Agency is hereby vested with the responsibility for carrying out the Redevelopment Plan, as amended by the Amendment.

SECTION 8. The City Clerk is hereby directed to record with the County Recorder of Contra Costa County a notice of the approval and adoption of the Amendment pursuant to this Ordinance, containing a statement that proceedings for the redevelopment of the Project Area pursuant to the Redevelopment Plan, as amended by the Amendment, have been instituted under the Community Redevelopment Law.

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SECTION 9. The City Clerk is hereby ordered and directed to certify to the passage of this Ordinance and to cause the same to be published once in *The Ledger Dispatch*, a newspaper of general circulation, published and circulated in the City of Antioch.

SECTION 10. If any part of this Ordinance, or the Amendment that it approves, is held to be invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance or of the Amendment, and this City Council hereby declares that it would have passed the remainder of the Ordinance, or approved the remainder of the Amendment, if such invalid portion thereof had been deleted.

SECTION 11. Effective Date. This Ordinance shall be in full force and effect thirty (30) days after its adoption.

* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch, held on the 28th day of September, 1999, and passed and adopted at a regular meeting thereof, held on the 26th day of October, 1999.

AYES: Council Members Freitas, Soliz, Davis, and Mayor Rocha.

NOES: Council Member Sudario.

ABSENT: None.

s/ Mary Helen Rocha
MAYOR OF THE CITY OF ANTIOCH

ATTEST:

s/ L. Jolene Martin
CITY CLERK OF THE CITY OF ANTIOCH

EXHIBIT "A"

PROJECT AREA
BOUNDARY DESCRIPTION

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Beginning at the most northerly boundary corner of the City of Antioch; thence generally south along the West boundary to a point on the north line of State Highway 4 and its intersection with the east line of the Los Medanos Wasteway; thence southerly along said east line to the south line of Delta Fair Boulevard; thence easterly along said south line to the northwest corner of Parcel 74-123-04; thence southerly and easterly along the west and south boundaries of said parcel to the west line of Fairview Drive; thence southerly along said west line to the north line of Parcel 74-123-05; thence westerly along said north line to the north line of a 100 foot East Bay Municipal Utility District right-of-way; thence westerly along said north line to the east line of said Los Medanos Wasteway; thence southerly along said east line to the south line of Buchanan Road; thence easterly along said south line to the northwest corner of Parcel 75-010-07; thence southerly and easterly along south and west boundaries of said parcel to the center line of Somersville Road; thence southerly along said center line to a point on the southwest line of the Contra Costa Canal, said point being on the boundary of the City of Antioch; thence southerly, easterly, and northerly along said boundary to said southwest line of the Contra Costa Canal; thence northerly along said southwest line to the east line of Markley Creek; thence northeasterly along said east line to the west line of Parcel 76-030-068; thence southerly, easterly, and northerly along the west, south, and east boundary lines of said parcel to the east line of Markley Creek; thence northeasterly along said east line to the north line of Mahogany Way; thence westerly along said north line to the southwest corner of Parcel 74-370-008; thence northerly along the west line of said parcel to the south line of Sycamore Drive; thence easterly along said south line to the northeast corner of said Parcel 74-370-008; thence northerly across Sycamore Drive and along the east boundary of Parcel 74-370-004 to the south line of the Southern Pacific Railroad; thence easterly along the Southern Pacific Railroad to a point which is south of the southwest corner of Parcel 74-321-002; thence northwesterly along the south line of Fairview Terrace subdivision to the southeast corner of Parcel 74-180-003; thence along the southeast boundary of said parcel to the north line of West 18th Street; thence along said north line to the southeast corner of Parcel 74-171-003; thence along the west line of the Fairview Terrace subdivision to a point on the south line of Parcel 74-160-001; thence easterly along the north line of Parcel 74-160-008 and Parcel 74-334-027 to the northeast corner of said Parcel 74-334-027; thence north along the east line of Parcel 74-334-026 and Parcel 74-334-015 to the south line of 10th Street; thence easterly along the south line of 10th Street to the west line of Parcel 67-021-001; thence southerly and easterly along the boundary of said parcel and Parcel 67-021-002 and across "L" Street to the east line, thence south to the southwest corner of Parcel 67-022-002; thence easterly along the north line of Loma Lane to the east line of "H" Street; thence northerly to the northwest corner of Parcel 67-050-016; thence easterly to the east line of "G" Street; thence southerly to the southwest corner of Parcel 67-060-001; thence easterly and northerly along said boundary to the south line of 10th Street; thence westerly to a point which is south of the

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southeast corner of Parcel 66-207-014; thence northerly along the east line of Parcels 66-207-014 and 66-207-008 to the south line of 9th Street; thence west to the east line of "G" Street; thence northerly to the northwest corner of Parcel 66-203-014; thence westerly to the west line of "H" Street; thence southerly to the southeast corner of Parcel 66-205-008; thence westerly to the southeast corner of Parcel 66-217-007; thence along the boundary of said parcel northerly and westerly to the west line of "L" Street; thence southerly to the north line of 10th Street; thence westerly to the west line of "O" Street; thence northerly along "O" Street to the northeast corner of Parcel 74-130-043; thence westerly 150 feet; thence northerly to the south line of 6th Street; thence east to the east line of "M" Street; thence north to the south line of 4th Street; thence east to the east line of "L" Street; thence north to the northwest corner of Parcel 66-103-008; thence easterly to the southwest corner of Parcel 66-092-012; thence southerly to the south line of 3rd Street; thence easterly to the northeast corner of Parcel 66-107-009; thence south to the south line of Fourth Street; thence east to the northeast corner of Parcel 66-133-010; thence south to the southeast corner thereof; thence easterly to the east line of "I" Street to the west line of Parcel 66-141-006; thence southerly, easterly, and northerly along the west, south, and east boundary of said parcel to the northwest corner of parcel 66-141-005; thence easterly to the west line of "H" Street; thence southerly to the south line of 6th Street; thence easterly to the east line of "F" Street; thence northerly to the south line of 4th Street; thence easterly to the northeast corner of Parcel 66-144-009; thence northerly to the northwest corner of Parcel 66-057-004; thence easterly and along the north lines of Parcels 66-057-004, 66-057-003, 66-057-002, and 66-057-001 to the east line of "E" Street; thence northerly to the south line of 3rd Street; thence east to the west line of "C" Street; thence southerly to the south line of 4th Street; thence easterly to the west line of "B" Street; thence southerly to the south line of 6th Street; thence easterly to the northeast corner of Parcel 66-161-013; thence southerly to the north line of 8th Street; thence westerly to the southwest corner of Parcel 66-163-003; thence southerly to the north line of 9th Street; thence westerly to the west line of "B" Street; thence southerly to the north line of 10th Street; thence westerly to the southwest corner of Parcel 66-189-003; thence southerly and easterly along the boundary of Parcel 67-092-001, to the northeast corner of Parcel 67-092-003; thence southerly to the southeast corner of Parcel 67-093-016; thence westerly, southerly, and easterly along the north, west, and south boundary lines of Parcel 67-093-019 to the northwest corner of Parcel 67-102-067; thence southerly to the southwest corner of Parcel 67-102-052; thence easterly to the northeast corner of Parcel 67-102-007; thence southerly to the south side of 15th Street; thence easterly to the northeast corner of Parcel 67-103-026; thence southerly to the southeast corner thereof; thence southerly, easterly, southerly, and westerly along the eastern boundary lines of Parcel 67-103-017 to the northwest corner of Parcel 67-103-018; thence southerly to the south line of 17th Street; thence west and south along the boundary of Parcel 67-243-030 to the southwest corner thereof; thence westerly to the northwest corner of Parcel 67-243-006; thence southerly to the south line of 18th Street; thence westerly to the northwest corner of Parcel 67-246-008; thence southerly to the southwest corner thereof; thence westerly to the northeast corner of Parcel 67-262-002; thence southerly

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to the north line of 19th Street; thence westerly to the southwest corner of Parcel 67-251-004; thence northerly to the northwest corner thereof; thence westerly to the east line of "D" Street; thence southerly to the north line of 20th Street; thence easterly to the east line of "C" Street; thence northerly to the northwest corner of Parcel 67-263-004; thence easterly to the northeast corner of Parcel 67-263-001; thence southerly to the northwest corner of Parcel 67-251-010; thence easterly to the northeast corner of Parcel 67-251-009; thence southerly to the south line of 20th Street; thence easterly to the northeast corner of Parcel 67-252-007; thence southerly to the southeast corner thereof; thence westerly to the southwest corner of Parcel 67-252-001; thence northerly to the southeast corner of Parcel 67-266-007; thence westerly to the east line of "C" Street; thence north to the south line of 20th Street; thence westerly to the east line of "D" Street; thence southerly to the south line of Parcel 67-277-002; thence southeast to the northeast corner of Parcel 67-274-005; thence southerly to the south line of West Madison Street; thence easterly to the northwest corner of Parcel 67-275-023; thence southerly to the south line of Rossi Avenue; thence west, south, and east along the boundary line of Parcel 67-282-029 to the northwest corner of Parcel 67-232-026; thence southerly to the south line of Texas Street; thence easterly to the west line of "A" Street; thence southerly to the north line of Drake Street; thence easterly to the southeast corner of Parcel 63-142-019; thence westerly and northerly along the boundary of subdivision Sunset Gardens to the south line of Brian Ave; thence easterly to the point south of the southeast corner of Parcel 68-132-036; thence northerly to the northeast corner of said parcel; thence easterly, northerly, and westerly along the boundary of Parcel 68-132-033 to the southeast corner of Parcel 68-132-037; thence northerly to the northeast corner of Parcel 68-131-037; thence easterly and northerly along the south and east boundary of Parcel 68-131-031, to the south line of Southern Pacific Railroad; thence along said south line northwesterly to the east line of "A" Street; thence northerly to the south line of 19th Street; thence easterly to the point which is south of the southeast corner of Parcel 68-011-034; thence northerly along the east boundary lines of Parcels 68-011-034 and 68-011-001 to the south line of E. 18th Street; thence easterly to the west line of Evergreen Avenue; thence southerly to the point which is west of the southwest corner of Parcel 68-017-010; thence easterly to the southeast corner thereof; thence northerly to the south west corner of Parcel 68-041-002; thence easterly to the east line of Helmuth Lane; thence northerly to the southwest corner of Parcel 68-041-011; thence easterly to the southeast corner of said parcel; thence southerly to the southwest corner of Parcel 68-041-013; thence easterly to the east line of Alpha Way; thence southerly to the southwest corner of Parcel 68-042-023; thence easterly to the southeast corner thereof; thence southerly to the southwest corner of Parcel 68-042-003; thence easterly to the east line of Crestwood Drive; thence northerly to the northwest corner of Parcel 68-043-011; thence easterly to the southeast corner of Parcel 68-046-034; thence northerly and easterly along the west and north boundary lines of Parcel 68-046-003 to the east line of Cavallo Road; thence north to the southwest corner of Parcel 68-051-015; thence easterly to the southeast corner of Parcel 68-051-019; thence southerly to the southwest corner of Parcel 68-051-042; thence easterly to the southwest corner of Parcel 68-051-024; thence northerly to the northwest

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corner of Parcel 68-051-037; thence easterly to the east line of Biglow Drive; thence northerly to the north line of E. 18th Street; thence easterly to the west line of Hillcrest Avenue; thence southerly along the west line of Hillcrest Avenue to a point which is west of the south west corner of Parcel 51-272-035; thence easterly and northerly along the south and east boundary of said parcel to the south line of E. 18th Street; thence easterly to the northeast corner of Parcel 51-272-006; thence southerly to the southeast corner of Parcel 51-242-005; thence westerly to the east line of Hillcrest Avenue, said line being the Antioch City Limits; thence along said Antioch City Limits line southerly, easterly, northerly, and westerly to the southeast corner of Parcel 51-263-019; thence westerly to the southwest corner of Parcel 51-265-035; thence westerly along the south lines of Parcels 51-120-022 and 51-120-023 to the southeast corner of Parcel 51-120-016; thence westerly to the east line of Hillcrest Avenue; thence northerly to a point which is east of the northeast corner of Parcel 65-262-024; thence westerly to the southeast corner of Parcel 65-262-027; thence westerly along the south line of Lake Alhambra subdivision to the southeast corner of Parcel 65-235-019; thence northerly to the south line of South Lake Drive; thence westerly to the west line of Alhambra Drive; thence southerly to the northeast corner of Parcel 65-142-023; thence along the boundary of said parcel westerly to the east line of Amber Drive; thence northerly to a point which is east of the southeast corner of Parcel 65-143-013; thence westerly to the southwest corner of Parcel 65-143-007; thence northerly to the north line of Amber Drive; thence westerly to the east line of Cavallo Road; thence northerly to a point which is east of the northeast corner of Parcel 65-151-037; thence westerly to the northwest corner thereof; thence southerly to the northeast corner of Parcel 65-151-002; thence westerly to the west line of Noia Avenue; thence southerly to the northeast corner of Parcel 65-152-043; thence westerly to the west line of Wisner Drive; thence northerly to the northeast corner of Parcel 65-152-027; thence westerly and southerly along the north and west lines of said parcel to the northeast corner of Parcel 65-161-001; thence westerly to the west line of Marie Avenue; thence northerly to the southeast corner of Parcel 65-164-012; thence westerly, northerly, and westerly along the boundary of Parcel 65-164-023 to the northwest corner thereof; thence northerly to the south line of East 16th Street; thence westerly to the northeast corner of Parcel 65-172-022; thence southerly to the southeast corner thereof; thence westerly to the north west corner of Parcel 65-172-027; thence southerly to the southeast corner of Parcel 65-172-007; thence westerly along the boundary lines of Parcels 65-172-024, 65-172-025, and 65-172-020 to the northwest corner of Parcel 65-172-028; thence northerly to the southeast corner of Parcel 65-183-009; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-007; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-006; thence westerly to the southwest corner of Parcel 65-183-004; thence northerly to the north line of East 16th Street; thence westerly to the southwest corner of Parcel 65-182-030; thence northerly to the northwest corner thereof; thence easterly to the southeast corner of Parcel 65-182-027; thence northerly to the northwest corner of Parcel 65-181-020; thence easterly to the southeast corner of Parcel 65-181-014; thence northerly and westerly along the east and north line of said parcel to the east line of "A" Street; thence northerly to the northwest corner of Parcel 65-181-018; thence easterly to the southeast

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corner of Parcel 65-075-002; thence northerly to the north line of E. 13th Street; thence easterly to the southeast corner of Parcel 65-071-009; thence northerly to the southeast corner of Parcel 65-064-005; thence westerly to "A" Street; thence northerly to the southwest corner of Parcel 65-061-008; thence easterly to the southeast corner thereof; thence northerly to the north line of Wilbur Avenue; thence easterly to the southeast corner of Parcel 66-164-007; thence northerly to the point on the south line of Parcel 66-164-010; thence westerly to the southwest corner of Parcel 66-164-013; thence northerly to the north line of 7th Street; thence easterly to the southeast corner of Parcel 66-162-008; thence northerly to a point on the south line of Parcel 66-162-011; thence easterly and northerly along the southerly and easterly boundaries of said parcel to the south line of 6th Street; thence northerly to the southeast corner of Parcel 66-032-018; thence northerly to the northeast corner thereof; thence easterly to the east line of the roadway described in Book 27 of Deeds at Page 475; thence southerly along the east line thereof to the northwest corner of Parcel 65-050-026; thence easterly to the northeast corner of Parcel 65-050-013; thence north, east, and south along the boundary of Parcel 65-050-006 to the northwest line of Parcel 65-050-005; thence easterly along the northerly and easterly property lines of Parcels 65-050-005, and 65-050-029, to the northeast corner of Parcel 65-050-029; thence southerly to the northerly most point of Parcel 65-050-017; thence southeasterly along the eastern boundary of said Parcel 65-050-017 to the north line of Wilbur Avenue; thence easterly along the north line of Wilbur Avenue to a point which is north of the west line of Marie Avenue; thence south to the south line of Wilbur Avenue, thence east to the northeast corner of Parcel 65-101-014; thence southerly to the northwest corner of Parcel 65-101-015; thence easterly to the northeast corner of Parcel 65-110-012, said corner being on the Antioch City Limits; thence along northerly, and westerly along said City of Antioch boundary to the point of beginning.

(END OF DOCUMENT)

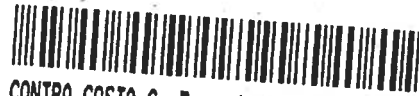
END OF DOCUMENT

4. Exception_03b_2007192911

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**RECORDED AT REQUEST OF
AND FOR THE BENEFIT OF:
CITY OF ANTIOCH**

**WHEN RECORDED MAIL TO:
L. Jolene Martin
City Clerk
P.O. Box 5007
Antioch, CA 94531-5007**



**CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2007-0192911-00**

Check Number
Tuesday, JUL 03, 2007 14:32:00
FRE \$0.0011

Ttl Pd \$0.00

Nbr-0003770708
Fee/R5/1-6

**REVISED NOTICE OF ADOPTION OF THE
REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT AREA NO. 1**

Recording Requested by
and When Recorded Return to:

L. Jolene Martin, City Clerk
City of Antioch
P.O. Box 5007
Antioch, Ca 94531-5007

Exempt from recording fees pursuant to
Government Code Section 27383

**ALL PROPERTY TO WHICH THIS NOTICE PERTAINS
IS LOCATED WITHIN THE ANTIOCH REDEVELOPMENT PROJECT AREA NO. 1**

**REVISED NOTICE OF ADOPTION OF THE
REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT AREA NO. 1**

NOTICE IS HEREBY GIVEN, in compliance with Section 33373(c) of the California Health and Safety Code which became effective January 1, 2007, that the City Council of the City of Antioch, California ("City Council") adopted Ordinance No. 290 C.S. on July 15, 1975, as amended, approving and adopting the Redevelopment Plan for the Antioch Project Area No. 1 (the "Redevelopment Plan"). The Antioch Development Agency ("Agency") is vested with the responsibility to carry out the Redevelopment Plan.

A legal description of the boundaries of Project Area No. 1 is attached hereto as Exhibit A and incorporated herein by reference and a copy of the Redevelopment Plan may be obtained from the Agency.

Proceedings for the redevelopment of Project Area No. 1, as contemplated by the Redevelopment Plan have been instituted under the California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*).

AGENCY'S EMINENT DOMAIN AUTHORITY. Sections 104, 105 and 701 of the Redevelopment Plan provides as follows:

When the Agency exercises its power of eminent domain, it shall be exercised within the following limitations:

The Redevelopment Plan may be amended by means of the procedures established in Section 33354.6 and/or Sections 33450-33458 of the Community Redevelopment Law or by any other procedure hereafter established by law; however, the Redevelopment Plan may not be

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amended to provide for the acquisition by eminent domain on any property zoned for residential uses as of the date the ordinance adopting the third amendment to the Plan becomes effective.

It is in the public interest and is necessary in order to eliminate the conditions requiring redevelopment and in order to execute this Plan for the power of eminent domain to be employed by the Agency to acquire real property in the Project Area which cannot be acquired by gift, devise, exchange, purchase, or any other lawful method. Eminent Domain proceedings, if used, must be commenced within twelve (12) years from the date the ordinance adopting the third amendment to the Plan becomes effective (or by October 26, 2011). This time limit for commencement of eminent domain proceedings may be extended only by amendment of the Plan.

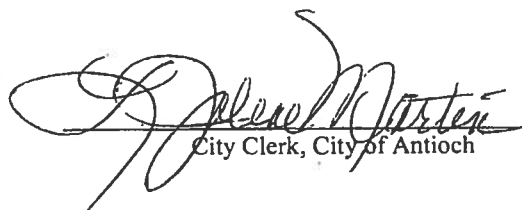
The Agency shall not acquire by eminent domain real property zoned for residential uses as of the date the ordinance adopting the third amendment to the Plan becomes effective.

It is the policy of the Agency to encourage the participation of property owners and businesses within the Project Area. Accordingly, the Agency has adopted Rules Governing Participation by, and the Extension of Reasonable Preferences to, Property Owners and Tenants in Project Area No. 1, which extend reasonable preferences to property owners and tenants in the Project Area, to participate in the redevelopment of the Project Area. The power of eminent domain shall not be exercised except in compliance with the rules and procedures set forth therein, as amended from time to time.

Generally, personal property shall not be acquired. However, where necessary in the execution of the Redevelopment Plan, the Agency is authorized to acquire personal property in the Project Area by any lawful means.

Filed for recordation with the County Recorder of Contra Costa County by order of the City Council of the City of Antioch, California.

Dated: June 21, 2007.


City Clerk, City of Antioch

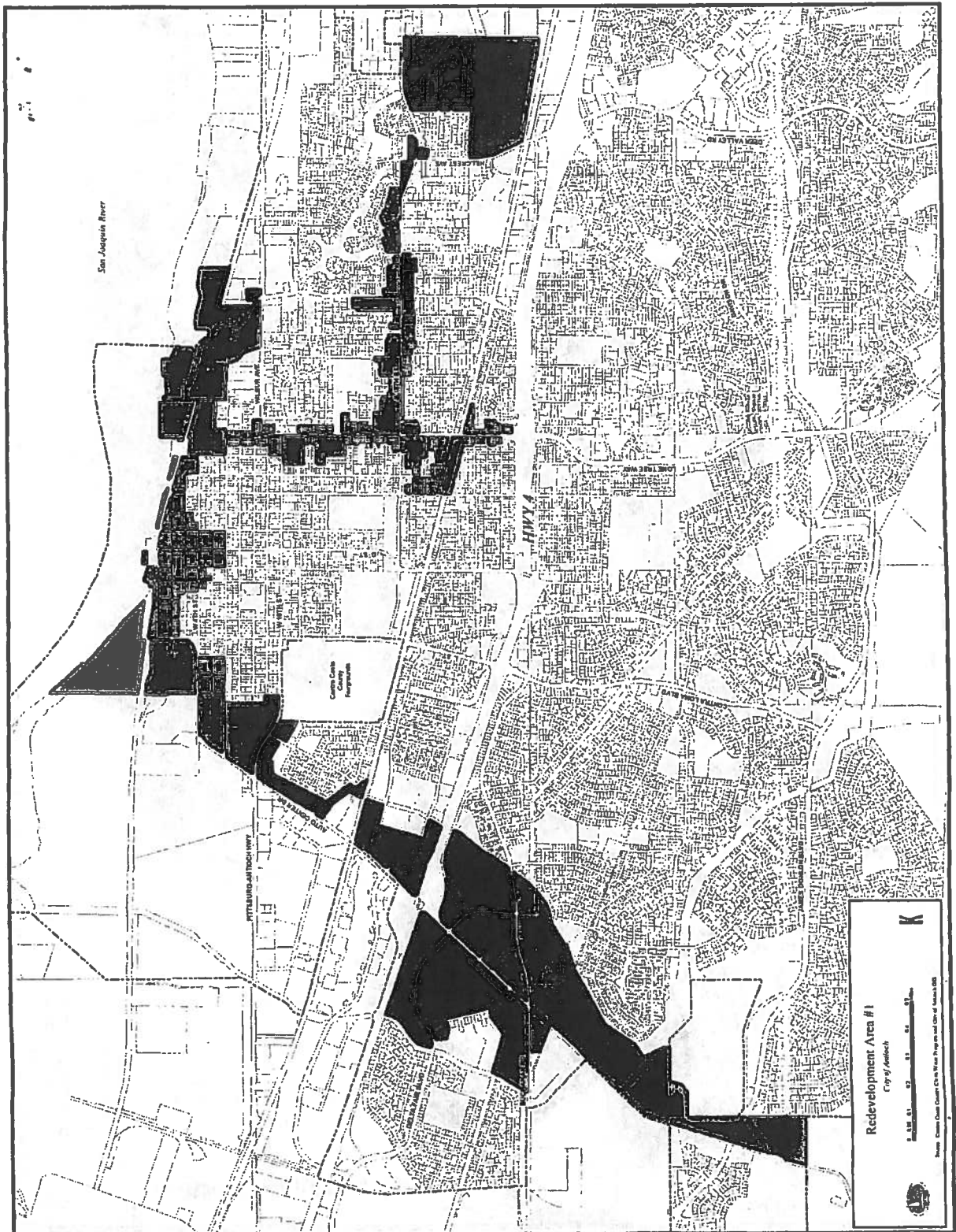
Attachment: Legal Description

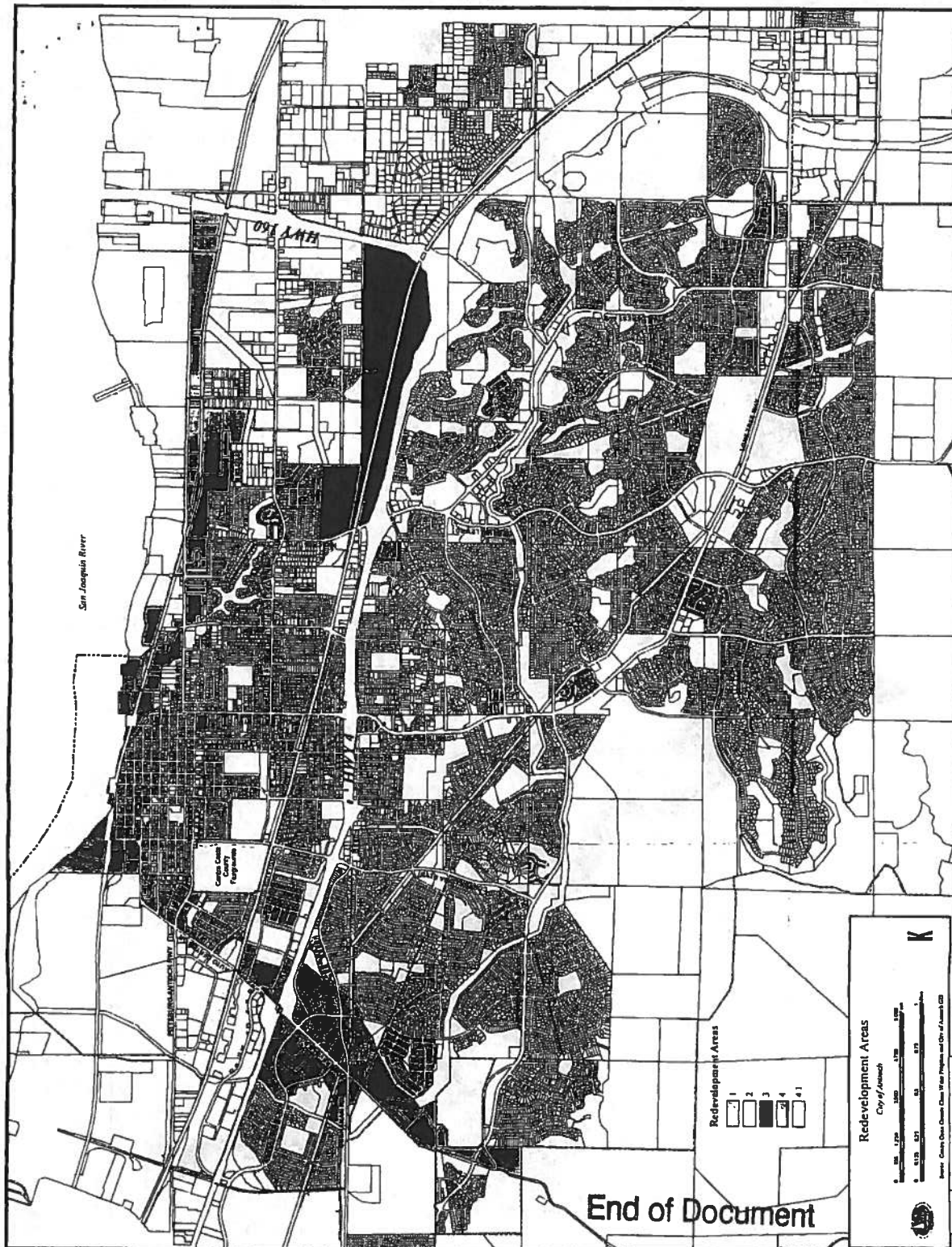
EXHIBIT A

LEGAL DESCRIPTION OF PROJECT AREA NO. 1

Exhibit A

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5. Exception_04_20110054793

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Antioch
City Hall
Third and H Streets
Antioch, California 94509
Attn: City Attorney

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CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2011-0054793-00
Tuesday, MAR 15, 2011 10:21:33
FRE \$0.00:1
Ttl Pd \$0.00 Nbr-0000865048
lrc/R9/1-8

NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE SECTION 27383

066-091-015-9

GRANT DEED

For valuable consideration, the receipt of which is hereby acknowledged,

The Antioch Development Agency, a public body, corporate and politic, of the State of California (the "Grantor"), acting to carry out redevelopment purposes pursuant to the Community Redevelopment Law of the State of California, hereby grants to the City of Antioch, a municipal corporation (the "Grantee"), the real property (the "Property") described in Attachment No. 1 attached hereto and incorporated in this Grant Deed by this reference.

1. The Property is located within the Antioch Community Redevelopment Project Area, (the "Project Area") and is subject to the Antioch Community Redevelopment Plan (the "Redevelopment Plan").
2. In accordance with the terms of the Conveyance Agreement between the Grantor and Grantee dated as of March 9, 2011 (the "Agreement"), the Grantee hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the Property in furtherance of the Redevelopment Plan.
3. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, 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 Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

In Deeds:

1096010953744.2

“(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, establish or permit any 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”

In Leases:

“(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee or any person claiming under or through the lessee, 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.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”

In Contracts:

“(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor

shall the transferee or any person claiming under or through the transferee 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 of the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

4. The covenant contained in Section 2 regarding the use of the Property shall remain in effect until the expiration of the effectiveness of the Redevelopment Plan. The covenants contained in Section 3 regarding non-discrimination shall remain in effect in perpetuity.

5. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, and any successor in interest to the Property 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. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties 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 property 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.


6. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the rights to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

7. This Grant Deed may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

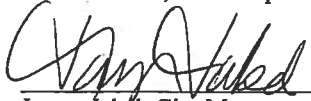
IN WITNESS WHEREOF, the parties hereto have executed this Grant Deed as of this 14th day of March 2011.

GRANTOR:

ANTIOCH DEVELOPMENT AGENCY, a public
body, corporate and politic

By: 
James Jakel, Executive Director

CITY OF ANTIOCH, a municipal corporation

By: 
James Jakel, City Manager

ATTACHMENT NO. 1
PROPERTY DESCRIPTION

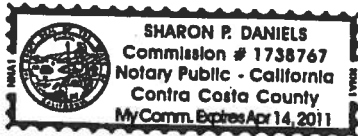
15, 16, 17, 18, 19, 20, 21 and the West One-Half of the South
One-Half of Lot 22, in Block 6, of the Town of Antioch, as
shown on Maps of record on file in the Office of the County
Recorder of the County of Contra Costa, State of California.

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James Jake, 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.



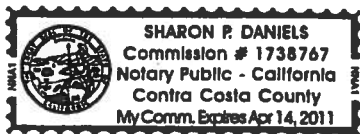
Sharon P. Daniels
Notary Public

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James Jake, 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.

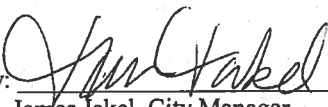


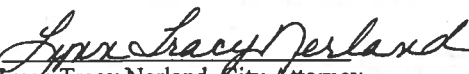
Sharon P. Daniels
Notary Public

**CERTIFICATE OF ACCEPTANCE
(Pursuant to Government Code 27281)**

This is to certify that the interest in real property conveyed by the Grant Deed from the Antioch Development Agency, dated March 14, 2011 to the City of Antioch, a municipal corporation (the "City"), is hereby accepted on March 14, 2011, by the undersigned officer or agent on behalf of the City pursuant to authority conferred by resolution of the City Council adopted on March 8, 2011, and the City Council consents to the recordation of said document in the Office of the Recorder of Contra Costa, State of California.

Dated: March 14, 2011

By: 
James Jakel, City Manager

By: 
Lynn Tracy Nerland, City Attorney

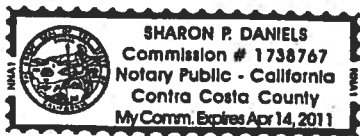
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James J. Kei, 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.



Sharon P. Daniels
Notary Public

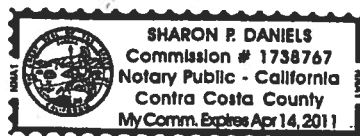
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared Lynn Tracy Venland, 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.

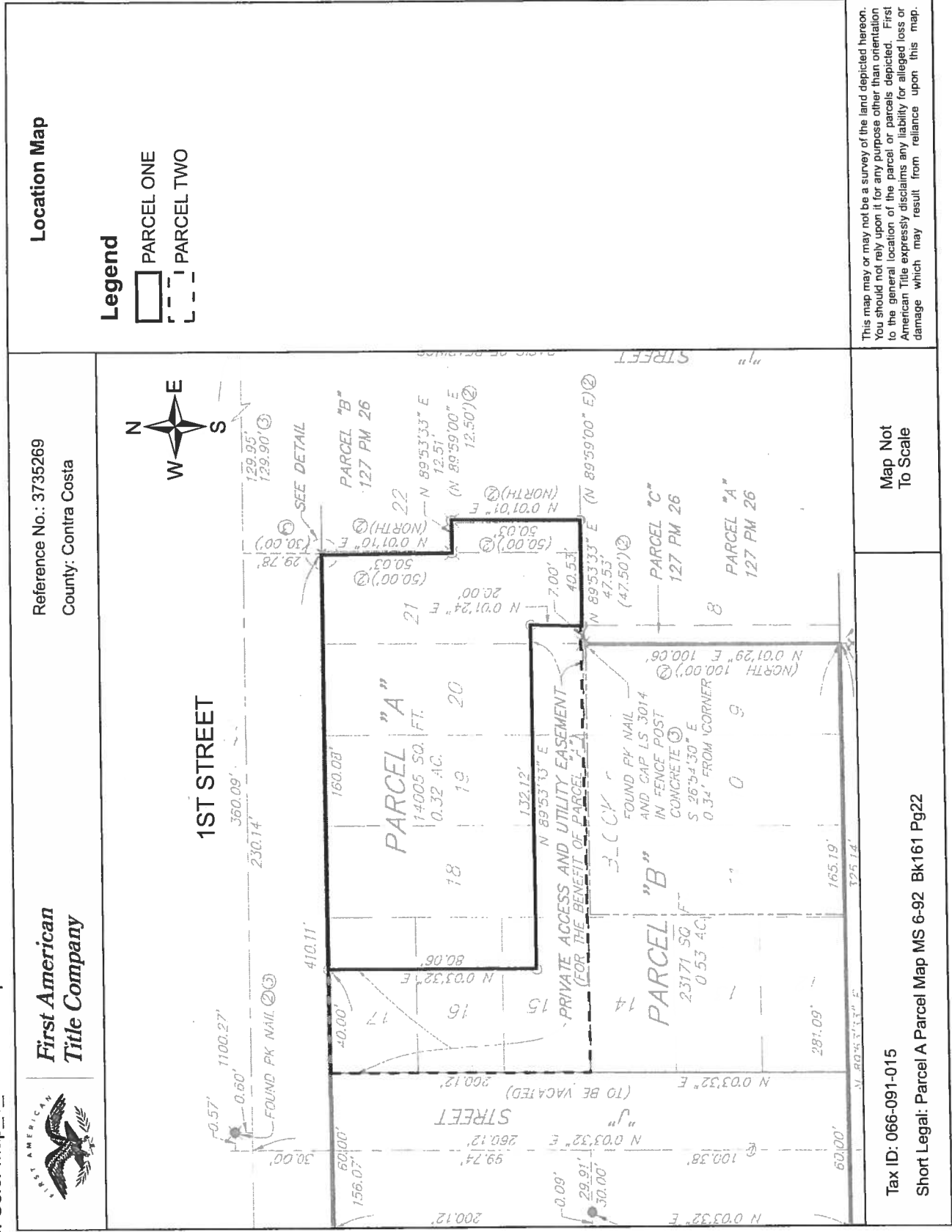
WITNESS my hand and official seal.



Sharon P. Daniels
Notary Public

END OF DOCUMENT

6. Color Map_1_Location Map



Property Detail

Contra Costa, CA GUS KRAMER, ASSESSOR

Parcel # (APN): **066-107-001-1**Use Description: **GOVERNMENT**

Parcel Status:

Owner Name: **ANTIOCH CITY OF**Mailing Address: **PO BOX 5007 ANTIOCH CA 94531-5007**Situation Address: **308 I ST ANTIOCH CA 94509**

Legal

Description: **TOWN OF ANTIOCH POR LOT 1.2.3.10 TO 12 B****ASSESSMENT**Total Value: **\$63,765**Use Code: **79**

Zoning:

Land Value: **\$63,765**Tax Rate Area: **001144**Census Tract: **3050.00/3**

Impr Value:

Year Assd: **2011**

Improve Type:

Other Value:

Property Tax:

Price/SqFt:

% Improved

Delinquent Yr

Exempt Amt:

HO Exempt?: **N****SALES HISTORY**

	<u>Sale 1</u>	<u>Sale 2</u>	<u>Sale 3</u>	<u>Transfer</u>
Recording Date:	03/15/2011	04/10/1987		03/15/2011
Recorded Doc #:	54782	13569-411		54782
Recorded Doc Type:	QUIT CLAIM DEED			
Transfer Amount:	\$135,000			
Sale 1 Seller (Grantor):				
1st Trst Dd Amt:	Code1:	2nd Trst Dd Amt:	Code2:	

PROPERTY CHARACTERISTICSLot Acres: **0.344**

Year Built:

Fireplace:

Lot SqFt: **15,000**

Effective Yr:

A/C:

Bldg/Liv Area:

Heating:

Units:

Total Rooms:

Pool:

Buildings:

Bedrooms:

Stories:

Baths (Full):

Park Type:

Style:

Baths (Half):

Spaces:

Construct:

Site Inflnce:

Quality:

Garage SqFt:

Building Class:

Timber Preserve:

Condition:

Ag Preserve:

Other Rooms:

066-107-001

CLTA Preliminary Report Form
(Rev. 11/06)

Order Number: 0714-3762095
Page Number: 1



First American Title

First American Title Company

**191 Sand Creek Road, Suite 50
Brentwood, CA 94513**

Escrow Officer: Stacey Barrack
Phone: (925)240-9901
Fax No.: (866)407-2081
E-Mail: sbarrack@firstam.com

E-Mail Loan Documents to: BrentwoodEDocs@firstam.com
Property: Vacant Land
Antioch, CA

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

First American Title

Dated as of May 17, 2011 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

To Be Determined

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

THE CITY OF ANTIOCH, A MUNICIPAL CORPORATION

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A fee.

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2011-2012, a lien not yet due or payable.
2. General and special taxes and assessments for the fiscal year 2010-2011 are exempt.
3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
4. The fact that the land lies within the boundaries of the Antioch Development Agency Project Area, as disclosed by the document recorded August 1, 1975 in Book 7581, Page 986 of Official Records.

Document(s) declaring modifications thereof recorded November 1, 1999 as Instrument No. 1999-0289937-00 of Official Records.

Document(s) declaring modifications thereof recorded July 3, 2007 as Instrument No. 2007-0192911-00 of Official Records.

5. Covenants, conditions, restrictions and easements in the document recorded March 15, 2011 as Instrument No. 2011-0054782-00 of Official Records, but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, sexual orientation, marital status, ancestry, disability, handicap, familial status, national origin or source of income (as defined in California Government Code §12955(p)), to the extent such covenants, conditions or restrictions violate 42 U.S.C. §3604(c) or California Government Code §12955. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.
6. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/ACSM survey.
7. Rights of parties in possession.

Prior to the issuance of any policy of title insurance, the Company will require:

8. With respect to The City of Antioch, a municipal corporation:
 - a. A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile.
 - b. A certified copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
 - c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.
9. An ALTA/ACSM survey of recent date which complies with the current minimum standard detail requirements for ALTA/ACSM land title surveys.

INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. The property covered by this report is vacant land.
2. We find no open deeds of trust. Escrow please confirm before closing.
3. According to the public records, there has been no conveyance of the land within a period of twenty four months prior to the date of this report, except as follows:

A document recorded March 15, 2011 as Instrument No. 2011-0054782-00 of Official Records.

From: The Antioch Development Agency, a public body, corporate and politic,
of the State of California

To: The City of Antioch, a municipal corporation

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

WIRING INSTRUCTIONS

PAYABLE TO: FIRST AMERICAN TITLE COMPANY
BANK: First American Trust, FSB
ADDRESS: 5 First American Way, Santa Ana, CA 92707
ACCOUNT NO: 3004780000
ROUTING NUMBER: 122241255

PLEASE REFERENCE THE FOLLOWING:

CUSTOMER NAME:

FILE NUMBER: 0714-3762095 (SB)

ATTENTION: STACEY BARRACK

PLEASE USE THE ABOVE INFORMATION WHEN WIRING FUNDS TO **FIRST AMERICAN TITLE COMPANY**. FUNDS MUST BE WIRED FROM A UNITED STATES BANK. PLEASE NOTIFY STACEY BARRACK AT (925)240-9901 OR sbarrack@firstam.com WHEN YOU HAVE TRANSMITTED YOUR WIRE. FAX NUMBER: (866)407-2081

FIRST AMERICAN TRUST CONTACT INFO: Banking Services 1-877-600-9473

**ALL WIRES WILL BE RETURNED IF THE FILE NUMBER
AND/OR NAME(S) ARE NOT INCLUDED**

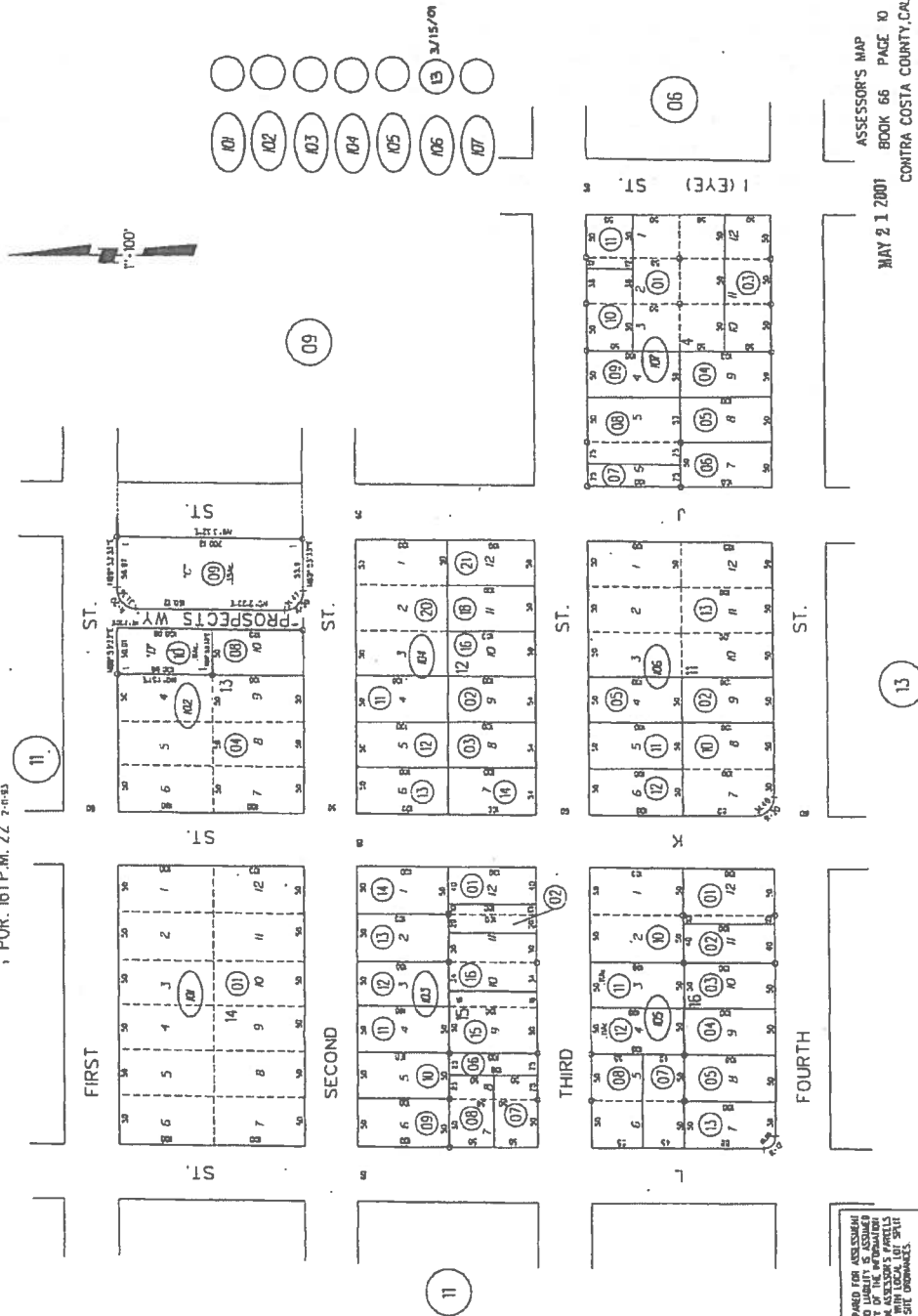
LEGAL DESCRIPTION

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

THE SOUTH ½ OF LOTS 1, 2 AND 3, BLOCK 4 AND THE NORTH ½ OF LOTS 10, 11 AND 12, BLOCK 4, TOWN OF ANTIOCH, AS PER MAP THEREOF ON FILE IN THE OFFICE OF THE RECORDER OF THE COUNTY OF CONTRA COSTA.

APN: 066-107-001

TOWN OF ANTIOCH
POR. 161 P.M. 22 7-11-83



NOTE: THIS MAP WAS PREPARED FOR ASSUMED PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION HEREON. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING THE ACCURACY OF THE INFORMATION HEREON. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING THE ACCURACY OF THE INFORMATION HEREON.

ASSESSOR'S MAP
BOOK 66 PAGE 10
MAY 21 2001
CONTRA COSTA COUNTY, CALIF.

NOTICE

First American Title

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

If you have any questions about the effect of this new law, please contact your local First American Office for more details.

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
 (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the Insured claimant;
 (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the Insured claimant became an insured under this policy;
 (c) resulting in no loss or damage to the insured claimant;
 (d) attaching or created subsequent to Date of Policy; or
 (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the Insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970 WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant, (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970 WITH REGIONAL EXCEPTIONS

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992 WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy; (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the Insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the Insured claimant and not disclosed in writing to the Company by the Insured claimant prior to the date the Insured claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the Insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy); or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992 EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance

- resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
 3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
 4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

10. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY - 1987 EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

* land use	* land division
* improvements on the land	* environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.
This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
 - * a notice of exercising the right appears in the public records on the Policy Date
 - * the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.
3. Title Risks:
 - * that are created, allowed, or agreed to by you
 - * that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
 - * that result in no loss to you
 - * that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - * to any land outside the area specifically described and referred to in Item 3 of Schedule A, or
 - * in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

11. EAGLE PROTECTION OWNER'S POLICY**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 2008
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 2008**

Covered Risks 16 (Subdivision Law Violation), 18 (Building Permit), 19 (Zoning) and 21 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building
 - b. zoning
 - c. land use
 - d. improvements on the land
 - e. land division
 - f. environmental protection

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21

LIMITATIONS ON COVERED RISKS

Your Insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

12. THIRD GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (1/01/08)**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions, or location of any improvement erected on the Land; (iii) the subdivision of land; or (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing business laws of the state where the Land is situated.
 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
 6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
 8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

13. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

14. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006

WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 13 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

15. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006 EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

16. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 15 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.



First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Parcel Details

APN	066107001
Site Address Number	302
Site Street Name	I
Site Street Suffix	STREET
Site City	ANTIOCH
Site Zip Code	94509
Site Zip Code Extension	1125
Site Description	TOWN OF ANTIOCH POR LOT 1 2,3,10 TO 12 BLK 4
Existing Land Use	government owned
Existing Land Use Category	Institutional
Assessed Land Value	63,289
Assessed Improvement Value	0
Personal Property	0
Property Statement Improvements	0
Lot Size	15,000
Underground Utility	0
Deed Reference	13569 411
Transfer Date	4/10/1987
Public Sale Price	135,000
Total Assessed Value	63,289

Tax Rate Area Information

Tax Rate Area	01144
TRA Region	Antioch

Parcel Exemption Information

No results returned

Building Information

No results returned

Notification Address Information

Owner Address	PO BOX 130
Owner City and State	ANTIOCH CA
Owner Zip Code	94509
Owner Zip Code Extension	0504

FAST SEARCH, FSA,
1001

CONTRA COSTA, CA

05/23/2011 09:55AM R644

PAGE 1 OF 1

CONTRA COSTA 2010-
11 TAX ROLL

ORDER SEARCH
RESULTS

ORDER: 3762095

TOF: 55

PAYMENTS AS OF
05/13/2011
SEARCH PARAMETERS

ENTERED 066-107-001-1
APN:

APN: 066-107-001-1

TRA: 01-144 - CITY OF ANTIOCH

ACQ DATE: 04/10/1987

DOC#: 13569-
411

LEGAL: TOWN OF ANTIOCH POR LOT 1.2.3.10 TO 12 BLK 4

LT: 00001 BLK: BK: A0066 PG: 0107

SITUS: 308 I ST

MAIL: PO BOX 130 ANTIOCH CA 94509

ASSESSED OWNER(S)

2010-11 ASSESSED VALUES

ANTIOCH DEVELOPMENT AGENCY	LAND	63,289
	IMPROVEMENTS	0
	TAXABLE	63,289

2010-11 TAXES

1ST INST

2ND INST

TOTAL TAX

STATUS	**CANCELLED**	**CANCELLED**	
INSTALLMENT	.00	.00	.00
PENALTY	.00	.00	.00
BALANCE DUE	.00	.00	.00

WARNINGS AND/OR COMMENTS

** NO BONDS OR PRIOR YEAR DELQ TAXES **

ADDITIONAL PROPERTY INFORMATION

TAX RATE: 0.0000% USE CODE: 79-1

APN: 066-107-001-1-
01

TRA: 01-144 - CITY OF ANTIOCH

SITUS: 308 I ST

MAIL: PO BOX 130 ANTIOCH CA 94509

FOR 2010-11 TAX YEAR

*** CORRECTED BILL ***

ASSESSED OWNER(S)

2010-11 ASSESSED VALUES

ANTIOCH DEVELOPMENT AGENCY	LAND	63,289
	IMPROVEMENTS	0
	TAXABLE	63,289

2010-11 TAXES

1ST INST

2ND INST

TOTAL TAX

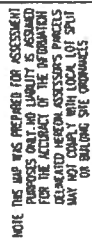
STATUS	NO TAX DUE	NO TAX DUE	
INSTALLMENT	.00	.00	.00
PENALTY	.00	.00	.00
BALANCE DUE	.00	.00	.00

ADDITIONAL PROPERTY INFORMATION

TAX RATE: 0.0000% USE CODE:

END OF SEARCH

TOWN OF ANTIOCH
1. POR. 161 P.M. 22 7-19-93



RECORDING REQUESTED BY
ORDER # 700791233
APN 066-107-001
WHEN RECORDED MAIL TO

Name Antioch Development Agency
Address City of Antioch
P. O. Box 130
City & State Antioch, CA 94509

RECORDED AT REQUEST OF
FOUNDERS TITLE CO.

APR 10 1987

AT 8:00 CLOCK A.M.
CONTRA COSTA COUNTY RECORDS
J.R. OLSSON
COUNTY RECORDER

FEE 5

BOOK 13569 PAGE 414

Grant Deed

The undersigned grantor(s) declare(s):
Documentary transfer tax is \$ 148.50
(XX) computed on full value of property conveyed, or
() computed on full value less value of liens and encumbrances remaining at time of sale
() Unincorporated area (X) City of Antioch
() Real property not sold.

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

ARTHUR BROWN EVERETT and LORRAINE M. EVERETT, his wife, as joint tenants,

hereby GRANT(S) to

- ANTIOCH DEVELOPMENT AGENCY, a public body corporate and politic

that property in City of Antioch, Contra Costa County, State of California, described as:

The south 1/4 of Lots 1, 2 and 3, Block 4 and the north 1/2 of Lots 10, 11 and 12, Block 4, Town of Antioch, as per maps thereof on file in the office of the Recorder of the County of Contra Costa.

Subject to conditions, restrictions, reservations, easements and/or rights of way of record.

Mail tax statements to -

same as above -

Date February 19, 1987

STATE OF CALIFORNIA } ss.
COUNTY OF Contra Costa

On February 19, 1987 before me, the undersigned, a Notary Public in and for said State, personally appeared,

Arthur Brown Everett and
Lorraine M. Everett

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged that they executed the same. Witness my hand and official seal.

Signature Paul A. Rowan
Paul A. Rowan
Notary Public for the State of California

Arthur Brown Everett
Lorraine M. Everett



116-1015

MAIL TAX STATEMENTS AS DIRECTED ABOVE

APR 10 1987

CERTIFICATE OF ACCEPTANCE

AT
CONTRA COSTA COUNTY RECORDS
O'CLOCK M.
J.R. OLSSON
COUNTY RECORDER

FEE S

This is to certify that the interest in real property conveyed by Grant Deed dated February 19, 1987, from Arthur Brown Everett and Lorraine M. Everett, his wife, as joint tenants, to the Antioch Development Agency, a public body corporate and politic, is hereby accepted by the undersigned officer on behalf of the Antioch Development Agency members pursuant to authority conferred by Resolution of the Antioch Development Agency adopted on May 10, 1983, and the grantee consents to recordation thereof by its duly authorized officer.

BOOK 13569 PAGE 412

DATED: March 27, 1987

William R. Galstan
WILLIAM R. GALSTAN
General Counsel

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF CONTRA COSTA) ss=

On this 27th day of March, in the year 1987, before me, Dorothy P. Marks, City Clerk of the City of Antioch, California, personally appeared William R. Galstan, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed in this instrument, and acknowledged that he executed it.

DATED: March 27, 1987

Dorothy P. Marks
for DOROTHY P. MARKS CMC
Antioch City Clerk

CLERK OF DOCUMENT

Grant Deed



**FOUNDERS
TITLE COMPANY**

ALAMEDA COUNTY
1400 WILSON STREET
OAKLAND, CALIFORNIA 94612
TELEPHONE: (415) 761-0111

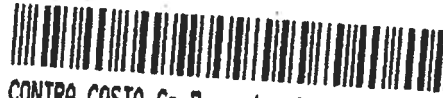
CONTRA COSTA COUNTY
3000 CLAYTON ROAD
CONCORD, CA 94519
TELEPHONE: (415) 657-7650

FLORADO COUNTY
143 PLACERVILLE DRIVE
PLACERVILLE, CALIFORNIA 95667
TELEPHONE: (916) 234-3300

FRESNO COUNTY
1151 W. SHAW AVENUE
FRESNO, CALIFORNIA 93711
TELEPHONE: (209) 233-9100

RECORDED AT REQUEST OF
AND FOR THE BENEFIT OF:
CITY OF ANTIOCH

WHEN RECORDED MAIL TO:
L. Jolene Martin
City Clerk
P.O. Box 5007
Antioch, CA 94531-5007



CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2007-0192911-00

Check Number

Tuesday, JUL 03, 2007 14:32:00

FRE \$0.0011

Ttl Pd \$0.00

Nbr-0003770708
lee/R5/1-6

**REVISED NOTICE OF ADOPTION OF THE
REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT AREA NO. 1**

Recording Requested by
and When Recorded Return to:

L. Jolene Martin, City Clerk
City of Antioch
P.O. Box 5007
Antioch, Ca 94531-5007

Exempt from recording fees pursuant to
Government Code Section 27383

**ALL PROPERTY TO WHICH THIS NOTICE PERTAINS
IS LOCATED WITHIN THE ANTIOCH REDEVELOPMENT PROJECT AREA NO. 1**

**REVISED NOTICE OF ADOPTION OF THE
REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT AREA NO. 1**

NOTICE IS HEREBY GIVEN, in compliance with Section 33373(c) of the California Health and Safety Code which became effective January 1, 2007, that the City Council of the City of Antioch, California ("City Council") adopted Ordinance No. 290 C.S. on July 15, 1975, as amended, approving and adopting the Redevelopment Plan for the Antioch Project Area No. 1 (the "Redevelopment Plan"). The Antioch Development Agency ("Agency") is vested with the responsibility to carry out the Redevelopment Plan.

A legal description of the boundaries of Project Area No. 1 is attached hereto as Exhibit A and incorporated herein by reference and a copy of the Redevelopment Plan may be obtained from the Agency.

Proceedings for the redevelopment of Project Area No. 1, as contemplated by the Redevelopment Plan have been instituted under the California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*).

AGENCY'S EMINENT DOMAIN AUTHORITY. Sections 104, 105 and 701 of the Redevelopment Plan provides as follows:

When the Agency exercises its power of eminent domain, it shall be exercised within the following limitations:

The Redevelopment Plan may be amended by means of the procedures established in Section 33354.6 and/or Sections 33450-33458 of the Community Redevelopment Law or by any other procedure hereafter established by law; however, the Redevelopment Plan may not be

1 017001v1 21132/0001

amended to provide for the acquisition by eminent domain on any property zoned for residential uses as of the date the ordinance adopting the third amendment to the Plan becomes effective.

It is in the public interest and is necessary in order to eliminate the conditions requiring redevelopment and in order to execute this Plan for the power of eminent domain to be employed by the Agency to acquire real property in the Project Area which cannot be acquired by gift, devise, exchange, purchase, or any other lawful method. Eminent Domain proceedings, if used, must be commenced within twelve (12) years from the date the ordinance adopting the third amendment to the Plan becomes effective (or by October 26, 2011). This time limit for commencement of eminent domain proceedings may be extended only by amendment of the Plan.

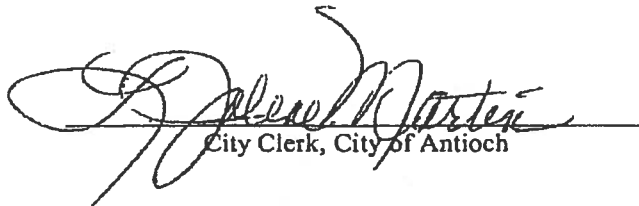
The Agency shall not acquire by eminent domain real property zoned for residential uses as of the date the ordinance adopting the third amendment to the Plan becomes effective.

It is the policy of the Agency to encourage the participation of property owners and businesses within the Project Area. Accordingly, the Agency has adopted Rules Governing Participation by, and the Extension of Reasonable Preferences to, Property Owners and Tenants in Project Area No. 1, which extend reasonable preferences to property owners and tenants in the Project Area, to participate in the redevelopment of the Project Area. The power of eminent domain shall not be exercised except in compliance with the rules and procedures set forth therein, as amended from time to time.

Generally, personal property shall not be acquired. However, where necessary in the execution of the Redevelopment Plan, the Agency is authorized to acquire personal property in the Project Area by any lawful means.

Filed for recordation with the County Recorder of Contra Costa County by order of the City Council of the City of Antioch, California.

Dated: June 21, 2007.


City Clerk, City of Antioch

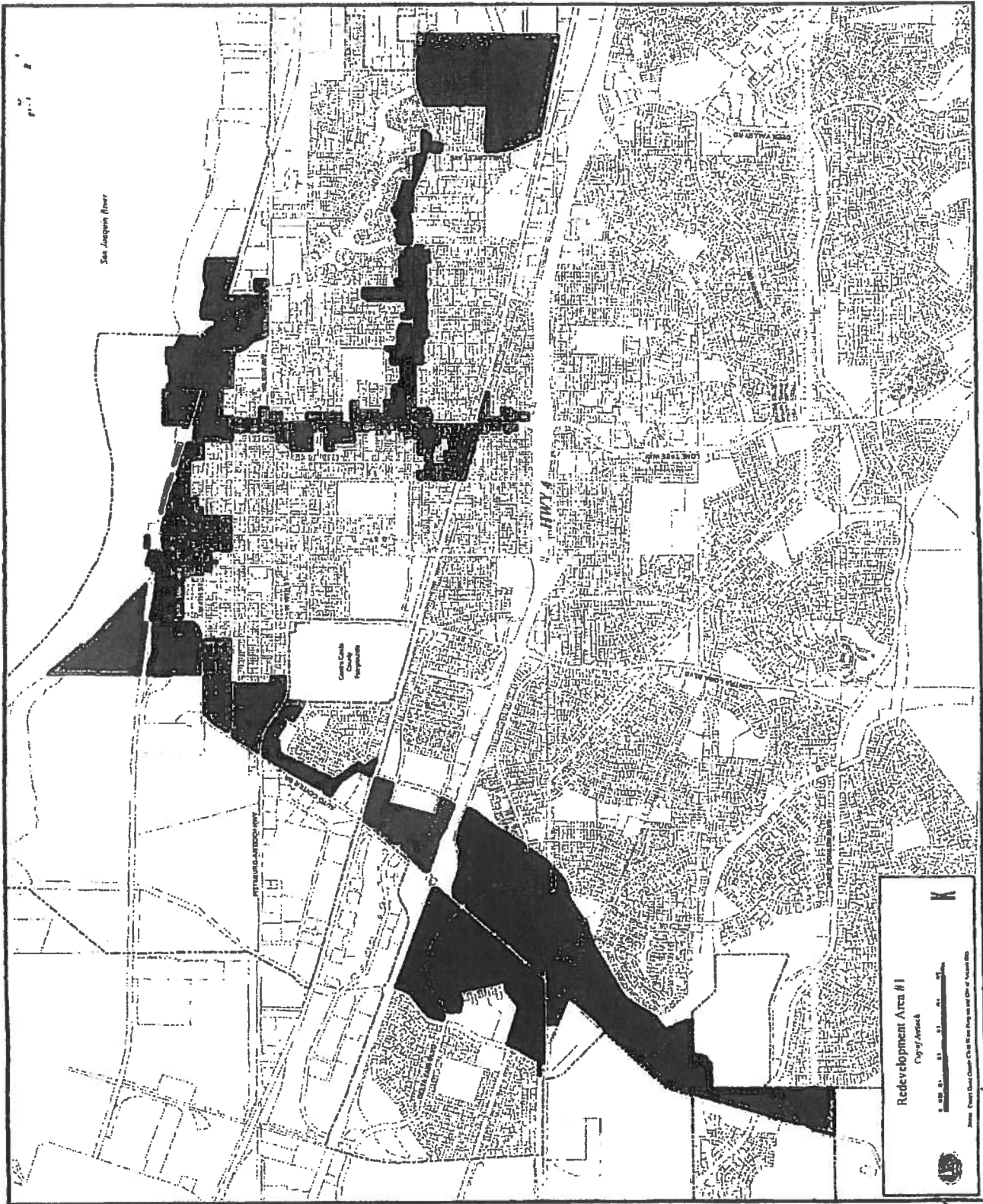
Attachment: Legal Description

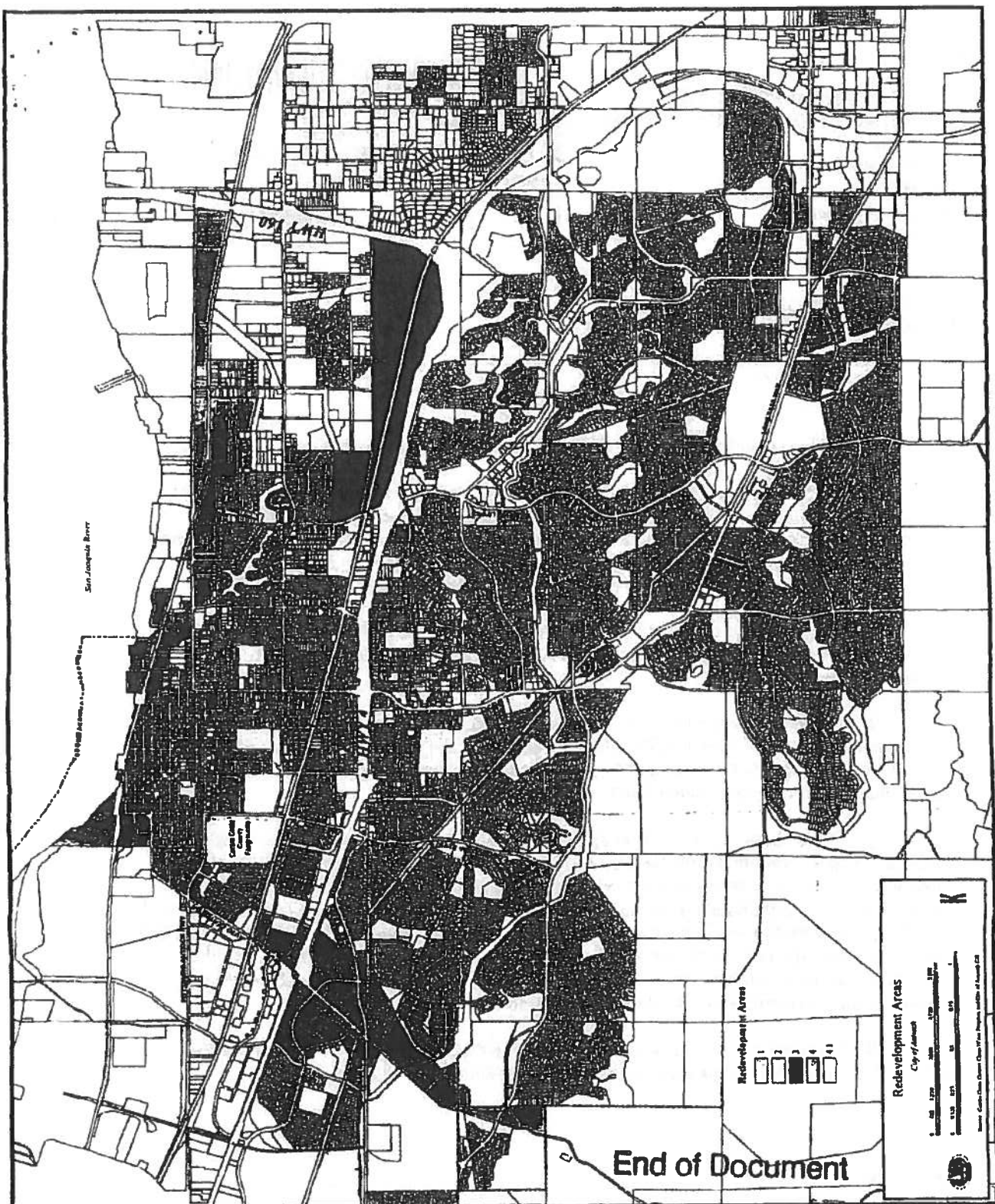
EXHIBIT A

LEGAL DESCRIPTION OF PROJECT AREA NO. 1

Exhibit A

1017001v1 21132/0001





RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Antioch
City Hall
Third and H Streets
Antioch, California 94509
Attn: City Attorney

8



CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2011-0054782-00
Tuesday, MAR 15, 2011 10:21:33
FRE \$0.0011
Ttl Pd \$0.00 Nbr-0000865037
irc/R9/1-8

NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE SECTION 27383

066-107-001-1

GRANT DEED

For valuable consideration, the receipt of which is hereby acknowledged,

The Antioch Development Agency, a public body, corporate and politic, of the State of California (the "Grantor"), acting to carry out redevelopment purposes pursuant to the Community Redevelopment Law of the State of California, hereby grants to the City of Antioch, a municipal corporation (the "Grantee"), the real property (the "Property") described in Attachment No. 1 attached hereto and incorporated in this Grant Deed by this reference.

1. The Property is located within the Antioch Community Redevelopment Project Area, (the "Project Area") and is subject to the Antioch Community Redevelopment Plan (the "Redevelopment Plan").

2. In accordance with the terms of the Conveyance Agreement between the Grantor and Grantee dated as of March 9, 2011 (the "Agreement"), the Grantee hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the Property in furtherance of the Redevelopment Plan.

3. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, 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 Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

1096101953744.2

In Deeds:

“(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, establish or permit any 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”

In Leases:

“(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee or any person claiming under or through the lessee, 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.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”

In Contracts:

"(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee 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 of the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

4. The covenant contained in Section 2 regarding the use of the Property shall remain in effect until the expiration of the effectiveness of the Redevelopment Plan. The covenants contained in Section 3 regarding non-discrimination shall remain in effect in perpetuity.

5. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, and any successor in interest to the Property 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. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties 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 property 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.

6. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the rights to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and

not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.


7. This Grant Deed may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Deed as of this 14th day of March 2011.

GRANTOR:

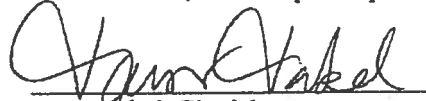
ANTIOCH DEVELOPMENT AGENCY, a public body, corporate and politic

By:


James Jakel, Executive Director

CITY OF ANTIOCH, a municipal corporation

By:


James Jakel, City Manager

ATTACHMENT NO. 1

PROPERTY DESCRIPTION

The south 1/2 of Lots 1, 2 and 3, Block 4 and the north 1/2 of Lots 10, 11 and 12, Block 4, Town of Antioch, as per maps thereof on file in the office of the Recorder of the County of Contra Costa.

Subject to conditions, restrictions, reservations, easements and/or rights of way of record.

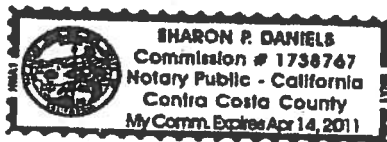
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On MARCH 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James Takei, 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.



Sharon P. Daniels
Notary Public

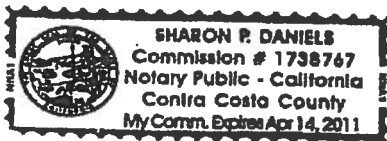
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James Takei, 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.



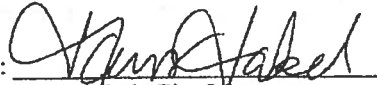
Sharon P. Daniels
Notary Public

CERTIFICATE OF ACCEPTANCE
(Pursuant to Government Code 27281)

This is to certify that the interest in real property conveyed by the Grant Deed from the Antioch Development Agency, dated March 14, 2011 to the City of Antioch, a municipal corporation (the "City"), is hereby accepted on March 14, 2011, by the undersigned officer or agent on behalf of the City pursuant to authority conferred by resolution of the City Council adopted on March 8, 2011, and the City Council consents to the recordation of said document in the Office of the Recorder of Contra Costa, State of California.

Dated: March 14, 2011

By:


James Jakel, City Manager

By:


Lynn Tracy Nerland, City Attorney

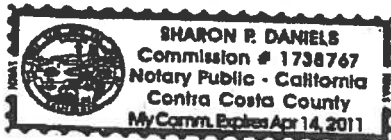
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James Jakei, 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.



Sharon P. Daniels
Notary Public

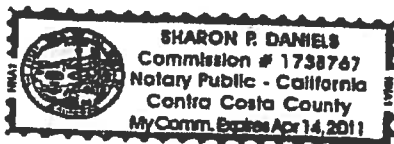
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared Lynn Tracy Verland, 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.

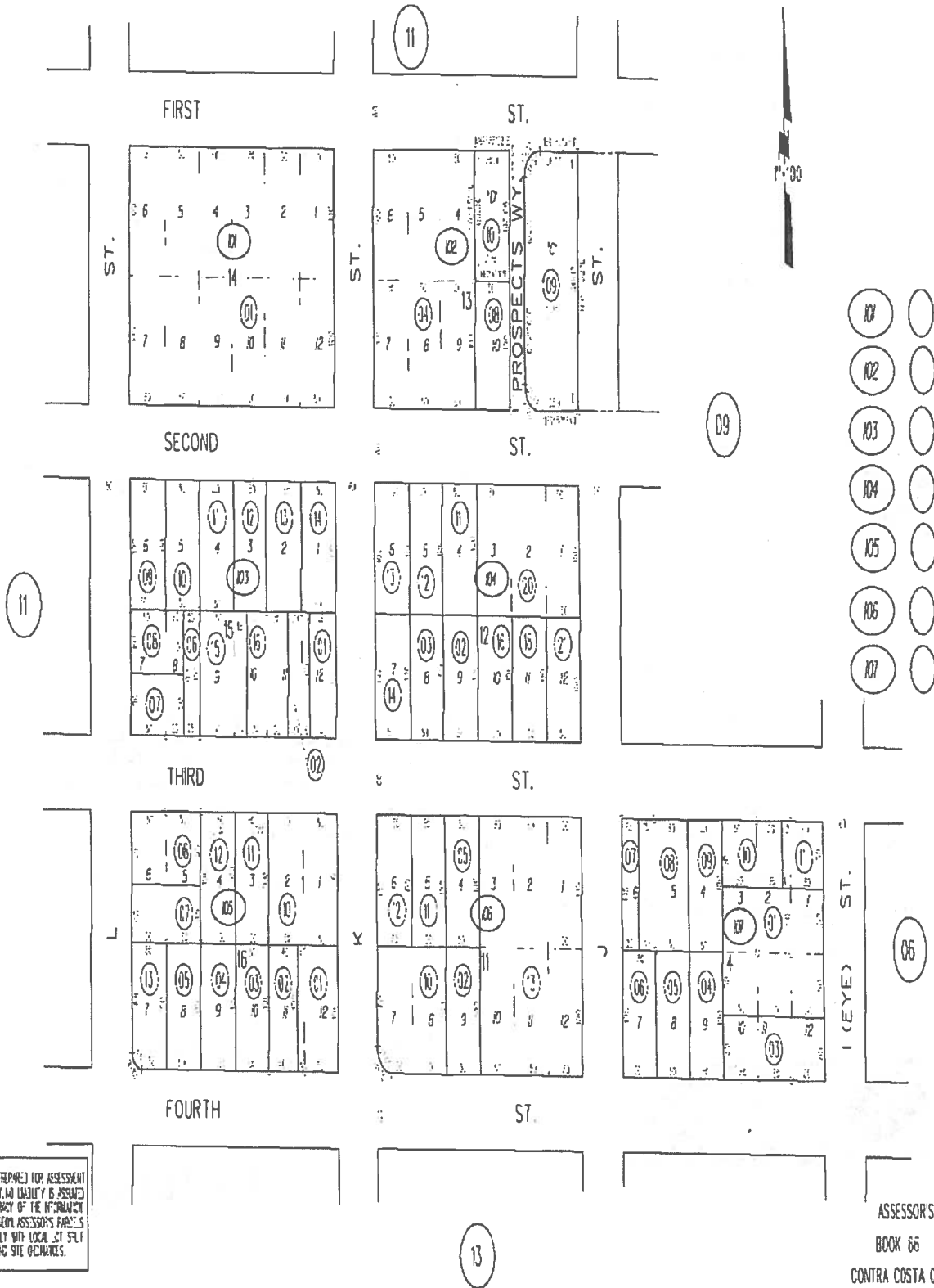


Sharon P. Daniels
Notary Public

END OF DOCUMENT

10960 11953744.2

TOWN OF ANTIOCH
 - POR. 161 P.M. 22 2-1-53



General Documents

FASTSearch ®

Order Number: 14560339F

Title Officer: 55

Requesting Site: Sacramento Title

Destination Site: Sacramento Title

County: CONTRA COSTA

APN: 066-107-001

Date/Time Submitted: May 23, 2011 09:52 AM

Date/Time Printed: May 23, 2011 09:59 AM

Documents for this order:

DATATREE Documents

Document Retrieval Parameters:

Minimum documents retrieved:	0
Maximum documents retrieved:	10
Maximum pages per document retrieved:	35
Document service timeout interval (mins):	150

DOCUMENT

PAGES

STATUS

*** END DOCUMENT RETRIEVAL COVER PAGE ***

AUG - 1 1975

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RECORDED AT REQUEST OF
City of Antioch

AUG - 1 1975

AT 4:30 O'CLOCK P. M.
CONTRA COSTA COUNTY RECORDS
J. R. OLSON
COUNTY RECORDER
FEE: 0800

NOTICE

PLEASE TAKE NOTICE THAT THE CITY OF ANTIOCH AND THE ANTIOCH DEVELOPMENT AGENCY HAVE INSTITUTED PROCEEDINGS PURSUANT TO THE CALIFORNIA REDEVELOPMENT LAW (SECTION 33000 ET SEQ. OF THE HEALTH & SAFETY CODE) FOR THE REDEVELOPMENT OF THE ANTIOCH DEVELOPMENT AGENCY PROJECT AREA. SAID PROJECT AREA IS MORE PARTICULARLY DESCRIBED IN THE EXHIBIT MARKED EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

ATTEST:

SEAL AFFIXED

Dorothy P. Marks
Dorothy P. Marks, Secretary
Antioch Development Agency

EXHIBIT "A"

PROJECT AREA
BOUNDARY DESCRIPTION

BOOK 7581 PG 987

Beginning at the most northerly boundary corner of the City of Antioch; thence generally south along the West boundary to a point on the north line of State Highway 4 and its intersection with the east line of the Los Medanos Wasteway; thence southerly along said east line to the south line of Delta Fair Boulevard; thence easterly along said south line to the northwest corner of Parcel 74-123-04; thence southerly and easterly along the west and south boundaries of said parcel to the west line of Fairview Drive; thence southerly along said west line to the north line of Parcel 74-123-05; thence westerly along said north line to the north line of a 100 foot East Bay Municipal Utility District right-of-way; thence westerly along said north line to the east line of said Los Medanos Wasteway; thence southerly along said east line to the south line of Buchanan Road; thence easterly along said south line to the northwest corner of Parcel 75-010-07; thence southerly and easterly along south and west boundaries of said parcel to the center line of Somersville Road; thence southerly along said center line to a point on the southwest line of the Contra Costa Canal; said point being on the boundary of the City of Antioch; thence southerly, easterly, and northerly along said boundary to said southwest line of the Contra Costa Canal; thence northerly along said southwest line to the east line of Markley Creek; thence northeasterly along said east line to the west line of Parcel 76-030-068; thence southerly, easterly, and northerly along the west, south, and east boundary lines of said parcel to the east line of Markley Creek; thence northeasterly along said east line to the north line of Mahogany Way; thence westerly along said north line to the southwest corner of Parcel 74-370-008; thence northerly along the west line of said parcel to the south line of Sycamore Drive; thence easterly along said south line to the northeast corner of said Parcel 74-370-008; thence northerly across Sycamore Drive and along the east boundary of Parcel 74-370-004 to the south line of the Southern Pacific Railroad; thence easterly along the Southern Pacific Railroad to a point which is south of the southwest corner of Parcel 74-321-002; thence northwesterly along the south line of Fairview Terrace subdivision to the southeast corner of Parcel 74-180-003; thence along the southeast boundary of said parcel to the north line of West 18th Street; thence along said north line to the southeast corner of Parcel 74-171-003; thence along the west line of the Fairview Terrace subdivision to a point on the south line of Parcel 74-160-001; thence easterly along the north line of Parcel 74-160-008 and Parcel 74-334-027 to the northeast corner of said Parcel 74-334-027; thence north along the east line of Parcel 74-334-026 and Parcel 74-334-015 to the south line of 10th Street; thence easterly along the south line of 10th Street to the west line of Parcel 67-021-001; thence southerly and easterly along the boundary of said parcel and Parcel 67-021-002 and across "L" Street to the east line; thence south to the southwest corner of Parcel 67-022-002; thence easterly along the north line of Loma Lane to the east line of "H" Street; thence northerly to the northwest corner of Parcel 67-050-016; thence easterly to the east line of "G" Street; thence southerly to the southwest corner of Parcel 67-060-001; thence easterly and northerly along said boundary to the south line of 10th Street; thence westerly to a point which is south of the

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BOOK 7581 PAGE 487 - A

southeast corner of Parcel 66-207-014; thence northerly along the east line of Parcel 66-207-014 and 66-207-008 to the south line of 9th Street; thence west to the east line of "G" Street; thence northerly to the northwest corner of Parcel 66-203-014; thence westerly to the west line of "H" Street; thence southerly to the southeast corner of Parcel 66-205-008; thence westerly to the southeast corner of Parcel 66-217-007; thence along the boundary of said parcel northerly and westerly to the west line of "L" Street; thence southerly to the north line of 10th Street; thence westerly to the west line of "O" Street; thence northerly along "O" Street to the northeast corner of Parcel 74-130-043; thence westerly 150 feet; thence northerly to the south line of 6th Street; thence east to the east line of "H" Street; thence north to the south line of 4th Street; thence east to the east line of "L" Street; thence north to the northwest corner of Parcel 66-103-008; thence easterly to the southwest corner of Parcel 66-092-012; thence southerly to the south line of 3rd Street; thence easterly to the northeast corner of Parcel 66-107-009; thence south to the south line of Fourth Street; thence east to the northeast corner of Parcel 66-133-010; thence south to the southeast corner thereof; thence easterly to the east line of "I" Street to the west line of Parcel 66-141-006; thence southerly, easterly, and northerly along the west, south, and east boundary of said parcel to the northwest corner of parcel 66-141-005; thence easterly to the west line of "H" Street; thence southerly to the south line of 6th Street; thence easterly to the east line of "F" Street; thence northerly to the south line of 4th Street; thence easterly to the northeast corner of Parcel 66-144-009; thence northerly to the northwest corner of Parcel 66-057-004; thence easterly and along the north lines of Parcels 66-057-004, 66-057-003, 66-057-002, and 66-057-001 to the east line of "E" Street; thence northerly to the south line of 3rd Street; thence east to the west line of "C" Street; thence southerly to the south line of 4th Street; thence easterly to the west line of "8" Street; thence southerly to the south line of 6th Street; thence easterly to the northeast corner of Parcel 66-161-013; thence southerly to the north line of 8th Street; thence westerly to the southwest corner of Parcel 66-163-003; thence southerly to the north line of 9th Street; thence westerly to the west line of "8" Street; thence southerly to the north line of 10th Street; thence westerly to the southwest corner of Parcel 66-189-003; thence southerly and easterly along the boundary of Parcel 67-092-001, to the northeast corner of Parcel 67-092-003; thence southerly to the southeast corner of Parcel 67-093-016; thence westerly, southerly, and easterly along the north, west, and south boundary lines of Parcel 67-093-019 to the northwest corner of Parcel 67-102-067; thence southerly to the southwest corner of Parcel 67-102-052; thence easterly to the northeast corner of Parcel 67-102-007; thence southerly to the south side of 15th Street; thence easterly to the northeast corner of Parcel 67-103-026; thence southerly to the southeast corner thereof; thence southerly, easterly, southerly, and westerly along the eastern boundary lines of Parcel 67-103-017 to the northwest corner of Parcel 67-103-018; thence southerly to the south line of 17th Street; thence west and south along the boundary of Parcel 67-243-030 to the southwest corner thereof; thence westerly to the northwest corner of Parcel 67-243-006; thence southerly to the south line of 18th Street; thence westerly to the northwest corner of Parcel 67-246-008; thence southerly to the southwest corner thereof; thence westerly to the northeast corner of Parcel 67-262-002; thence southerly

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to the north line of 19th Street; thence westerly to the southwest corner of Parcel 67-261-004; thence northerly to the northwest corner thereof; thence westerly to the east line of "D" Street; thence southerly to the north line of 20th Street; thence easterly to the east line of "C" Street; thence northerly to the northwest corner of Parcel 67-263-004; thence easterly to the northeast corner of Parcel 67-263-001; thence southerly to the northwest corner of Parcel 67-251-010; thence easterly to the northeast corner of Parcel 67-251-009; thence southerly to the south line of 20th Street; thence easterly to the northeast corner of Parcel 67-252-007; thence southerly to the southeast corner thereof; thence westerly to the southwest corner of Parcel 67-252-001; thence northerly to the southeast corner of Parcel 67-266-007; thence westerly to the east line of "C" Street; thence north to the south line of 20th Street; thence westerly to the east line of "D" Street; thence southerly to the south line of Parcel 67-277-002; thence southeast to the northeast corner of Parcel 67-274-005; thence southerly to the south line of West Madill Street; thence easterly to the northwest corner of Parcel 67-275-023; thence southerly to the south line of Rossi Avenue; thence west, south, and east along the boundary line of Parcel 67-282-029 to the northwest corner of Parcel 67-282-026; thence southerly to the south line of Texas Street; thence easterly to the west line of "A" Street; thence southerly to the north line of Drake Street; thence easterly to the southeast corner of Parcel 68-142-010; thence westerly and northerly along the boundary of subdivision Sunset Gardens to the south line of Brian Ave; thence easterly to the point south of the southeast corner of Parcel 68-132-036; thence northerly to the northeast corner of said parcel; thence easterly, northerly, and westerly along the boundary of Parcel 68-132-033 to the southeast corner of Parcel 68-132-037; thence northerly to the northeast corner of Parcel 68-131-037; thence easterly and northerly along the south and east boundary of Parcel 68-131-031, to the south line of Southern Pacific Railroad; thence along said south line northwesterly to the east line of "A" Street; thence northerly to the south line of 19th Street; thence easterly to the point which is south of the southeast corner of Parcel 68-011-034; thence northerly along the east boundary lines of Parcels 68-011-044 and 68-011-001 to the south line of E. 18th Street; thence easterly to the west line of Evergreen Avenue; thence southerly to the point which is west of the southwest corner of Parcel 68-017-010; thence easterly to the southeast corner thereof; thence northerly to the south west corner of Parcel 68-041-002; thence easterly to the east line of Helmuth Lane; thence northerly to the southwest corner of Parcel 68-041-011; thence easterly to the southeast corner of said parcel; thence southerly to the southwest corner of Parcel 68-041-013; thence easterly to the east line of Alpha Way; thence southerly to the southwest corner of Parcel 68-042-023; thence easterly to the southeast corner thereof; thence southerly to the southwest corner of Parcel 68-042-003; thence easterly to the east line of Crestwood Drive; thence northerly to the northwest corner of Parcel 68-043-011; thence easterly to the southeast corner of Parcel 68-046-034; thence northerly and easterly along the west and north boundary lines of Parcel 68-046-003 to the east line of Cavallo Road; thence north to the southwest corner of Parcel 68-051-015; thence easterly to the southeast corner of Parcel 68-051-019; thence southerly to the southwest corner of Parcel 68-051-042; thence easterly to the southwest corner of Parcel 68-051-024; thence northerly to the northwest

corner of Parcel 68-051-037; thence easterly to the east line of Biglow Drive; thence northerly to the north line of E. 18th Street; thence easterly to the west line of Hillcrest Avenue; thence southerly along the west line of Hillcrest Avenue to a point which is west of the south west corner of Parcel 51-272-035; thence easterly and northerly along the south and east boundary of said parcel to the south line of E. 18th Street; thence easterly to the northeast corner of Parcel 51-272-006; thence southerly to the southeast corner of Parcel 51-242-005; thence westerly to the east line of Hillcrest Avenue, said line being the Antioch City Limits; thence along said Antioch City Limits line southerly, easterly, northerly, and westerly to the southeast corner of Parcel 51-263-019; thence westerly to the southwest corner of Parcel 51-265-035; thence westerly along the south lines of Parcels 51-120-022 and 51-120-023 to the southeast corner of Parcel 51-120-016; thence westerly to the east line of Hillcrest Avenue; thence northerly to a point which is east of the northeast corner of Parcel 65-262-024; thence westerly to the southeast corner of Parcel 65-262-027; thence westerly along the south line of Lake Alhambra subdivision to the southeast corner of Parcel 65-235-019; thence northerly to the south line of South Lake Drive; thence westerly to the west line of Alhambra Drive; thence southerly to the northeast corner of Parcel 65-142-023; thence along the boundary of said parcel westerly to the east line of Amber Drive; thence northerly to a point which is east of the southeast corner of Parcel 65-143-013; thence westerly to the southwest corner of Parcel 65-143-007; thence northerly to the north line of Amber Drive; thence westerly to the east line of Cavallo Road; thence northerly to a point which is east of the northeast corner of Parcel 65-151-037; thence westerly to the northwest corner thereof; thence southerly to the northeast corner of Parcel 65-151-002; thence westerly to the west line of Noia Avenue; thence southerly to the northeast corner of Parcel 65-152-043; thence westerly to the west line of Wisner Drive; thence northerly to the northeast corner of Parcel 65-152-027; thence westerly and southerly along the north and west lines of said parcel to the northeast corner of Parcel 65-161-001; thence westerly to the west line of Marie Avenue; thence northerly to the southeast corner of Parcel 65-164-012; thence westerly, northerly, and westerly along the boundary of Parcel 65-164-023 to the northwest corner thereof; thence northerly to the south line of East 16th Street; thence westerly to the northeast corner of Parcel 65-172-022; thence southerly to the southeast corner thereof; thence westerly to the north west corner of Parcel 65-172-027; thence southerly to the southeast corner of Parcel 65-172-007; thence westerly along the boundary lines of Parcels 65-172-024, 65-172-025, and 65-172-026 to the northwest corner of Parcel 65-172-028; thence northerly to the southeast corner of Parcel 65-183-009; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-007; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-006; thence westerly to the southwest corner of Parcel 65-183-004; thence northerly to the north line of East 16th Street; thence westerly to the southwest corner of Parcel 65-182-030; thence northerly to the northwest corner thereof; thence easterly to the southeast corner of Parcel 65-182-027; thence northerly to the northwest corner of Parcel 65-181-020; thence easterly to the southeast corner of Parcel 65-181-014; thence northerly and westerly along the east and north line of said parcel to the east line of "A" Street; thence northerly to the northwest corner of Parcel 65-181-016; thence easterly to the southeast

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corner of Parcel 65-075-002; thence northerly to the north line of E. 13th Street; thence easterly to the southeast corner of Parcel 65-071-009; thence northerly to the southeast corner of Parcel 65-064-005; thence westerly to "A" Street; thence northerly to the southwest corner of Parcel 65-061-000; thence easterly to the southeast corner thereof; thence northerly to the north line of Wilbur Avenue; thence easterly to the southeast corner of Parcel 66-164-007; thence northerly to the point on the south line of Parcel 66-164-010; thence westerly to the southwest corner of Parcel 66-164-013; thence northerly to the north line of 7th Street; thence easterly to the southeast corner of Parcel 66-162-008; thence northerly to a point on the south line of Parcel 66-162-011; thence easterly and northerly along the southerly and easterly boundaries of said parcel to the south line of 6th Street; thence northerly to the southeast corner of Parcel 66-032-018; thence northerly to the northeast corner thereof; thence easterly to the east line of the roadway described in Book 27 of Deeds at Page 475; thence southerly along the east line thereof to the northwest corner of Parcel 65-050-026; thence easterly to the northeast corner of Parcel 65-050-013; thence north, east, and south along the boundary of Parcel 65-050-006 to the northwest line of Parcel 65-050-005; thence easterly along the northerly and easterly property lines of Parcels 65-050-005, and 65-050-029, to the northeast corner of Parcel 65-050-029; thence southerly to the northerly most point of Parcel 65-050-017; thence southeasterly along the eastern boundary of said Parcel 65-050-017 to the north line of Wilbur Avenue; thence easterly along the north line of Wilbur Avenue to a point which is north of the west line of Marie Avenue; thence south to the south line of Wilbur Avenue, thence east to the northeast corner of Parcel 65-101-014; thence southerly to the northwest corner of Parcel 65-101-015; thence easterly to the northeast corner of Parcel 65-110-012, said corner being on the Antioch City Limits; thence along northerly, and westerly along said City of Antioch boundary to the point of beginning.

* * * * *

END OF DOCUMENT

OFFICE OF THE CITY CLERK


L. JOLENE MARTIN
 City Clerk

 Recording Requested by
 and When Recorded Return to:

 City Clerk
 City of Antioch
 P.O. Box 5007
 Antioch, CA 94531-5007

 CONTRA COSTA Co Recorder Office
 STEPHEN L. WEIR, Clerk-Recorder
DOC- 1999-0289937-00
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NOTICE OF ADOPTION OF AN AMENDMENT TO THE REDEVELOPMENT PLAN FOR THE ANTIOCH REDEVELOPMENT PROJECT


NOTICE IS HEREBY GIVEN that the City Council of the City of Antioch adopted Ordinance NO. 963-C-S and 964-C-S on October 26, 1999, approving and adopting the Amendment to the Redevelopment Plan for the Antioch Redevelopment Project.

A legal description of the boundaries of the Project Area is attached hereto as Exhibit A and incorporated herein by reference.

Proceeding for the redevelopment of the Project Area, as amended, have been instituted under the California Community Redevelopment Law (Health and Safety Code Section 3300 et seq.).

Filed for recordation with the County Recorder of Contra Costa County by order of the City Council of the City of Antioch, California.

Dated: October 29, 1999


 City Clerk
 City of Antioch

Attachment

ORDINANCE NO. 963-C-S**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF ANTIOCH ESTABLISHING AND AMENDING
CERTAIN LIMITATIONS WITH RESPECT TO THE
REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT**

WHEREAS, the City Council of the City of Antioch (the "City Council") adopted Ordinance No. 290-C-S on July 15, 1975, approving and adopting the Redevelopment Plan (the "Redevelopment Plan") for the Antioch Redevelopment Project (the "Project"); and

WHEREAS, on April 10, 1979, the City Council adopted Ordinance No. 398-C-S, approving and adopting an amendment to the Redevelopment Plan; and

WHEREAS, on November 12, 1986, the City Council adopted Ordinance No. 653-C-S, establishing certain limitations with respect to the Redevelopment Plan; and

WHEREAS, the Antioch Development Agency (the "Agency") has been designated as the official redevelopment agency in the City of Antioch to carry out the functions and requirements of the Community Redevelopment Law of the State of California (Health and Safety Code Section 33000 et seq.) and to implement the Redevelopment Plan; and

WHEREAS, Section 33333.6 of the Community Redevelopment Law requires that every redevelopment plan adopted on or before December 31, 1993, contain certain limitations: (1) if the plan contains the provisions set forth in Section 33670 of the Community Redevelopment Law ("tax increment authority"), a time limit on the establishing of loans, advances and indebtedness which shall not exceed 20 years from the adoption of the redevelopment plan or January 1, 2004, whichever is later; (2) a time limit on the effectiveness of the redevelopment plan which shall not exceed 40 years from the adoption of the redevelopment plan or January 1, 2009, whichever is later; and (3) a time limit on the repayment of indebtedness which shall not exceed 10 years from the termination of the effectiveness of the redevelopment plan; and

WHEREAS, Section 33333.6 further provides that a redevelopment plan adopted prior to January 1, 1994, may be amended by the legislative body by adoption of an

STATE OF CALIFORNIA
County of Contra Costa

City of Antioch

I, L. JoIene Martin, City Clerk in and for said City of Antioch, County of Contra Costa, State of California, do hereby certify under penalty of perjury that the hereto attached and foregoing paper is a full, true and correct copy of Ordinance No. 963-C-5 now on file in this office of said city.

WITNESS, my hand, and Official Seal, this 29th day of October 19 99

[Signature]
City Clerk, City of Antioch
Contra Costa County, California

289937

ordinance on or after January 1, 1999, but on or before December 31, 1999, provided that the redevelopment plan as so amended does not exceed the terms provided in that section; and

WHEREAS, Ordinance No. 653-C-S established a time limit for incurring indebtedness that exceeds the maximum permitted by subdivision (a) of Health and Safety Code Section 33333.6 and, therefore, should be amended; and

WHEREAS, the Redevelopment Plan contains an ambiguous termination date for the Redevelopment Plan that should be clarified; and

WHEREAS, a time limit for repayment of indebtedness in accord with Health and Safety Code Section 33333.6 should be established;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANTIOCH DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. A new sentence is hereby added to the end of the last paragraph of subsection 1 of Section 1201 of the Redevelopment Plan to read as follows:

"The Agency shall not establish or incur loans, advances or indebtedness to finance, in whole or in part, the Project after January 1, 2004."

SECTION 2. The existing sentence in Section 406 of the Redevelopment Plan is hereby deleted and replaced by the following:

"Except for the nondiscrimination and nonsegregation provisions that shall run in perpetuity, the provisions of this Plan shall be effective, and the provisions of other documents formulated pursuant to this Plan may be made effective, for forty (40) years from the date of adoption of this Plan. Based upon the date of adoption of the Redevelopment Plan, the effectiveness of the Redevelopment Plan shall terminate on July 15, 2015."

SECTION 3. The Agency shall not pay indebtedness or receive property taxes pursuant to Health and Safety Code Section 33670 after ten (10) years from the termination of the effectiveness of the Redevelopment Plan, as established in Section 2 of this Ordinance. Based upon the termination date established in Section 2 of this Ordinance, the Agency shall not pay indebtedness or receive property taxes pursuant to Section 33670 after July 15, 2025.

SECTION 4. Ordinance Nos. 290-C-S, 398-C-S and 653-C-S are continued in full force and effect as amended by this Ordinance.

SECTION 5. The City Clerk is hereby directed to send a certified copy of this Ordinance to the Agency.

SECTION 6. Severability. If any part of this Ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance, and this City Council hereby declares that it would have passed the remainder of this Ordinance if such invalid portion thereof had been deleted.

SECTION 7. Publication. The City Clerk is hereby ordered and directed to cause this Ordinance to be published once in *The Ledger Dispatch*, a newspaper of general circulation, published and circulated in the City of Antioch.

SECTION 8. This ordinance shall be in full force and effect thirty (30) days after its passage.

* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch, held on the 28th day of September, 1999, and passed and adopted at a regular meeting thereof, held on the 26th day of October, 1999.

AYES: Council Members Freitas, Soliz, Davis, and Mayor Rocha.

NOES: Council Member Sudario.

ABSENT: None.

s/ Mary Helen Rocha
MAYOR OF THE CITY OF ANTIOCH

ATTEST:

s/ L. Jolene Martin
CITY CLERK OF THE CITY OF ANTIOCH

STATE OF CALIFORNIA
County of Contra Costa

289937

City of Antioch

I L. Jolene Martin, City Clerk in and for said City of Antioch, County of Contra Costa, State of California, do hereby certify under penalty of perjury that the hereto attached and foregoing paper is a full, true and correct copy of _____
Ordinance No. 964-C-S now on file in this office of said city.

WITNESS, my hand, and Official Seal, this 29th day of October 19 99



City Clerk, City of Antioch
Contra Costa County, California

236682

ORDINANCE NO. 964-C-S
AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF ANTIOCH, CALIFORNIA, AMENDING
ORDINANCE NOS. 290-C-S, 398-C-S, 653-C-S AND
APPROVING AND ADOPTING AN AMENDMENT
TO THE REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT

WHEREAS, the City Council of the City of Antioch (the "City Council") adopted Ordinance No. 290-C-S on July 15, 1975, approving and adopting the Redevelopment Plan (the "Redevelopment Plan") for the Antioch Redevelopment Project (the "Project") and adopted Ordinance No. 398-C-S on April 10, 1979, Ordinance No. 653-C-S on November 12, 1986, and Ordinance No. 963-C-S, on October 26, 1999, amending the Redevelopment Plan; and

WHEREAS, the City Council has received from the Antioch Development Agency (the "Agency") a proposed amendment (the "Amendment") to the Redevelopment Plan, a copy of which is on file at the office of the Agency and at the office of the City Clerk, both at City Hall, Third and H Streets, Antioch, California, together with the Report of the Agency to the City Council on the proposed Amendment, including: (1) the reasons for amending the Redevelopment Plan; (2) the report and recommendations of the Planning Commission of the City of Antioch (the "Planning Commission"); and (3) the Negative Declaration; and

WHEREAS, the proposed Amendment would re-establish the time period within which the Agency can exercise its eminent domain authority and make certain other minor, technical amendments to bring the Redevelopment Plan into conformity with the current Community Redevelopment Law (Health and Safety Code Section 33000 et seq.); and

WHEREAS, by Resolution No. 99-19, adopted on August 18, 1999, the Planning Commission has reported that the Redevelopment Plan, as it is proposed to be amended by the Amendment, conforms to the General Plan of the City of Antioch and has recommended approval of the proposed Amendment; and

WHEREAS, a Negative Declaration was prepared on the proposed Amendment in accordance with the California Environmental Quality Act (Public Resources Code Section 21000 et seq.), the Guidelines for Implementation of the California

Environmental Quality Act (14 Cal. Code Regs. Section 15000 et seq.), and environmental procedures adopted by the Agency pursuant thereto; and

WHEREAS, the Agency and the City Council have reviewed and considered the Negative Declaration on the proposed Amendment and have each approved the Negative Declaration; and

WHEREAS, the City Council and the Agency held a joint public hearing on September 28, 1999, on the adoption of the Amendment and approval of the Negative Declaration on the Amendment in the City Council Chambers, Third and H Streets, Antioch, California; and

WHEREAS, a notice of said hearing was duly and regularly published in *The Ledger Dispatch*, a newspaper of general circulation in the City of Antioch, once a week for three successive weeks prior to the date of said hearing, and a copy of said notice and affidavit of publication are on file with the City Clerk and the Agency; and

WHEREAS, copies of the notice of joint public hearing and a statement concerning acquisition of property by the Agency were mailed to the last known address of each assessee of each parcel of land in the Project Area, as shown on the last equalized assessment roll of the County of Contra Costa; and

WHEREAS, copies of the notice of joint public hearing were mailed to each business and resident in the Project Area; and

WHEREAS, copies of the notice of joint public hearing were mailed by certified mail with return receipt requested to the governing body of each taxing agency that receives taxes from property in the Project Area; and

WHEREAS, the City Council has considered the Report of the Agency, the report and recommendations of the Planning Commission, the proposed Amendment and the Negative Declaration; has provided an opportunity for all persons to be heard; and has received and considered all evidence and testimony presented for or against any and all aspects of the proposed Amendment;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANTIOCH DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The purpose and intent of the City Council with respect to the Amendment is to promote the full and effective implementation of the Redevelopment

Plan for the Antioch Redevelopment Project by re-establishing, for an additional twelve (12) years, the Agency's power to acquire property by eminent domain. Implementation of the Redevelopment Plan will serve to eliminate blight and improve the physical and economic conditions in the Project Area.

SECTION 2. The City Council hereby finds and determines that:

(a) Remaining blight exists within the Project Area, the redevelopment of which is necessary to effectuate the public purposes in the Community Redevelopment Law. This finding is based upon the facts set forth in the Agency's Report to the City Council, particularly the descriptions of deterioration, stagnated or decreased property values, vacancy rates, low lease rates, asbestos and other blighting conditions.

(b) It is necessary and desirable to amend the Redevelopment Plan in the manner set forth in the proposed Amendment in order to carry out the redevelopment of the Project Area and make possible the achievement of the goals and objectives of the Redevelopment Plan. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that, without eminent domain authority, the Agency will not be able to assemble sites and eliminate remaining blight within the Project Area.

(c) The proposed Amendment will aid in the redevelopment of the Project Area in conformity with the Community Redevelopment Law and in the interests of the public peace, health, safety and welfare. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that implementation of the Redevelopment Plan will serve to eliminate remaining blight and improve physical and economic conditions in the Project Area and that eminent domain authority is necessary for the full and effective implementation of the Redevelopment Plan.

(d) The Redevelopment Plan, as it is proposed to be amended by the Amendment, is consistent with the General Plan of the City of Antioch. This finding is based upon the findings of the Planning Commission set forth in Resolution No. 99-19, adopted on August 18, 1999, a copy of which is included in the Agency's Report to the City Council.

(e) The carrying out of the Redevelopment Plan, as it is proposed to be amended by the Amendment, will promote the public peace, health, safety and welfare of the City of Antioch and will effectuate the purposes and policy of the

Community Redevelopment Law. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that redevelopment, as contemplated by the Redevelopment Plan, will benefit the Project Area by authorizing the Agency to assemble sites for redevelopment to correct the significant blight remaining in the Project Area.

(f) The condemnation of real property within the Project Area, as provided for in the proposed Amendment, is necessary to the execution of the Redevelopment Plan, and adequate provisions have been made for the payment for property to be acquired as provided by law. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that, without eminent domain authority, certain sites within the Project Area could not be assembled for redevelopment. This finding is further based on the fact that, in connection with the acquisition of property by the Agency, the Agency will comply with all applicable provisions of the California Eminent Domain Law (Code of Civil Procedure Section 1230.010 et seq.) and the California Relocation and Real Property Acquisition Law (Government Code Section 7260 et seq.), including provisions requiring the payment of just compensation.

(g) The elimination of blight and the redevelopment of the Project Area could not reasonably be expected to be accomplished by private enterprise acting alone without the aid and assistance of the Agency. This finding is based upon the facts that, because of the higher costs and more significant risks associated with development of blighted areas, individual developers are unable and unwilling to invest in blighted areas without substantial public assistance; that funds of other public sources and programs are insufficient to eliminate the blighting conditions; and that, without the Agency's use of eminent domain, sites could not be assembled for redevelopment.

(h) The time limitation in the Redevelopment Plan regarding the Agency's eminent domain authority, as amended by the Amendment, is reasonably related to the proposed projects to be implemented in the Project Area and the ability of the Agency to eliminate blight within the Project Area. This finding is based upon the fact that Section 33333.4 of the Community Redevelopment Law provides that a time limit, not to exceed 12 years from the adoption of the Redevelopment Plan, may be established for commencement of eminent domain proceedings to acquire property within the Project Area and that said time limit may be extended by amendment of the Redevelopment Plan.

SECTION 3. In order to implement and facilitate the effectuation of the proposed Amendment, certain official actions must be taken by the City Council; accordingly, the

City Council hereby: (a) pledges its cooperation in helping to carry out the Redevelopment Plan, as amended by the Amendment; (b) directs the various officials, departments, boards and agencies of the City of Antioch having administrative responsibilities in the Project Area likewise to cooperate to such end and to exercise their respective functions and powers in a manner consistent with the Redevelopment Plan, as amended by the Amendment; (c) stands ready to consider and take appropriate action on proposals and measures designed to effectuate the Redevelopment Plan, as amended by the Amendment; and (d) declares its intention to undertake and complete any proceedings, including the expenditure of moneys, necessary to be carried out by the City under the provisions of the Redevelopment Plan, as amended by the Amendment.

SECTION 4. The Council is satisfied that written objections, if any, received before or at the noticed public hearing have been responded to in writing. In addition, written findings have been adopted in response to each written objection, if any, of an affected property owner or taxing entity filed with the City Clerk either before or at the noticed public hearing.

SECTION 5. The Redevelopment Plan, as adopted and amended by Ordinance Nos. 290-C-S, 398-C-S, 653-C-S and 963-C-S, is hereby further amended as set forth in the "Amendment to the Redevelopment Plan for the Antioch Redevelopment Project," attached hereto. As so amended, the Redevelopment Plan is incorporated by reference herein. The Executive Director of the Agency is hereby authorized to combine the Redevelopment Plan, as amended by the Amendment, into a single document, and said document, when filed with the City Clerk and the Secretary of the Agency, shall constitute the official Redevelopment Plan for the Antioch Redevelopment Project.

SECTION 6. Ordinance Nos. 290-C-S, 398-C-S, 653-C-S and 963-C-S, are continued in full force and effect as amended by this Ordinance.

SECTION 7. The City Clerk is hereby directed to send a certified copy of this Ordinance to the Agency, and the Agency is hereby vested with the responsibility for carrying out the Redevelopment Plan, as amended by the Amendment.

SECTION 8. The City Clerk is hereby directed to record with the County Recorder of Contra Costa County a notice of the approval and adoption of the Amendment pursuant to this Ordinance, containing a statement that proceedings for the redevelopment of the Project Area pursuant to the Redevelopment Plan, as amended by the Amendment, have been instituted under the Community Redevelopment Law.

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SECTION 9. The City Clerk is hereby ordered and directed to certify to the passage of this Ordinance and to cause the same to be published once in *The Ledger Dispatch*, a newspaper of general circulation, published and circulated in the City of Antioch.

SECTION 10. If any part of this Ordinance, or the Amendment that it approves, is held to be invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance or of the Amendment, and this City Council hereby declares that it would have passed the remainder of the Ordinance, or approved the remainder of the Amendment, if such invalid portion thereof had been deleted.

SECTION 11. Effective Date. This Ordinance shall be in full force and effect thirty (30) days after its adoption.

* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch, held on the 28th day of September, 1999, and passed and adopted at a regular meeting thereof, held on the 26th day of October, 1999.

AYES: Council Members Freitas, Soliz, Davis, and Mayor Rocha.

NOES: Council Member Sudario.

ABSENT: None.

s/ Mary Helen Rocha
MAYOR OF THE CITY OF ANTIOCH

ATTEST:

s/ L. Jolene Martin
CITY CLERK OF THE CITY OF ANTIOCH

EXHIBIT "A"

PROJECT AREA
BOUNDARY DESCRIPTION

BOOK 7581 PG 987

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Beginning at the most northerly boundary corner of the City of Antioch; thence generally south along the West boundary to a point on the north line of State Highway 4 and its intersection with the east line of the Los Medanos Wasteway; thence southerly along said east line to the south line of Delta Fair Boulevard; thence easterly along said south line to the northwest corner of Parcel 74-123-04; thence southerly and easterly along the west and south boundaries of said parcel to the west line of Fairview Drive; thence southerly along said west line to the north line of Parcel 74-123-05; thence westerly along said north line to the north line of a 100 foot East Bay Municipal Utility District right-of-way; thence westerly along said north line to the east line of said Los Medanos Wasteway; thence southerly along said east line to the south line of Buchanan Road; thence easterly along said south line to the northwest corner of Parcel 75-010-07; thence southerly and easterly along south and west boundaries of said parcel to the center line of Somersville Road; thence southerly along said center line to a point on the southwest line of the Contra Costa Canal, said point being on the boundary of the City of Antioch; thence southerly, easterly, and northerly along said boundary to said southwest line of the Contra Costa Canal; thence northerly along said southwest line to the east line of Markley Creek; thence northeasterly along said east line to the west line of Parcel 76-030-068; thence southerly, easterly, and northerly along the west, south, and east boundary lines of said parcel to the east line of Markley Creek; thence northeasterly along said east line to the north line of Mahogany Way; thence westerly along said north line to the southwest corner of Parcel 74-370-008; thence northerly along the west line of said parcel to the south line of Sycamore Drive; thence easterly along said south line to the northeast corner of said Parcel 74-370-008; thence northerly across Sycamore Drive and along the east boundary of Parcel 74-370-004 to the south line of the Southern Pacific Railroad; thence easterly along the Southern Pacific Railroad to a point which is south of the southwest corner of Parcel 74-321-002; thence northwesterly along the south line of Fairview Terrace subdivision to the southeast corner of Parcel 74-180-003; thence along the southeast boundary of said parcel to the north line of West 18th Street; thence along said north line to the southeast corner of Parcel 74-171-003; thence along the west line of the Fairview Terrace subdivision to a point on the south line of Parcel 74-160-001; thence easterly along the north line of Parcel 74-160-008 and Parcel 74-334-027 to the northeast corner of said Parcel 74-334-027; thence north along the east line of Parcel 74-334-026 and Parcel 74-334-015 to the south line of 10th Street; thence easterly along the south line of 10th Street to the west line of Parcel 67-021-001; thence southerly and easterly along the boundary of said parcel and Parcel 67-021-002 and across "L" Street to the east line, thence south to the southwest corner of Parcel 67-022-002; thence easterly along the north line of Loma Lane to the east line of "H" Street; thence northerly to the northwest corner of Parcel 67-050-016; thence easterly to the east line of "G" Street; thence southerly to the southwest corner of Parcel 67-060-001; thence easterly and northerly along said boundary to the south line of 10th Street; thence westerly to a point which is south of the

(BOOK 7581 - 487 - A)

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southeast corner of Parcel 66-207-014; thence northerly along the east line of Parcels 66-207-014 and 66-207-008 to the south line of 9th Street; thence west to the east line of "G" Street; thence northerly to the northwest corner of Parcel 66-203-014; thence westerly to the west line of "H" Street; thence southerly to the southeast corner of Parcel 66-205-008; thence westerly to the southeast corner of Parcel 66-217-007; thence along the boundary of said parcel northerly and westerly to the west line of "L" Street; thence southerly to the north line of 10th Street; thence westerly to the west line of "O" Street; thence northerly along "O" Street to the northeast corner of Parcel 74-130-043; thence westerly 150 feet; thence northerly to the south line of 6th Street; thence east to the east line of "M" Street; thence north to the south line of 4th Street; thence east to the east line of "L" Street; thence north to the northwest corner of Parcel 66-103-008; thence easterly to the southwest corner of Parcel 66-092-012; thence southerly to the south line of 3rd Street; thence easterly to the northeast corner of Parcel 66-107-009; thence south to the south line of Fourth Street; thence east to the northeast corner of Parcel 66-133-010; thence south to the southeast corner thereof; thence easterly to the east line of "I" Street to the west line of Parcel 66-141-006; thence southerly, easterly, and northerly along the west, south, and east boundary of said parcel to the northwest corner of parcel 66-141-005; thence easterly to the west line of "H" Street; thence southerly to the south line of 6th Street; thence easterly to the east line of "F" Street; thence northerly to the south line of 4th Street; thence easterly to the northeast corner of Parcel 66-144-009; thence northerly to the northwest corner of Parcel 66-057-004; thence easterly and along the north lines of Parcels 66-057-004, 66-057-003, 66-057-002, and 66-057-001 to the east line of "E" Street; thence northerly to the south line of 3rd Street; thence east to the west line of "C" Street; thence southerly to the south line of 4th Street; thence easterly to the west line of "B" Street; thence southerly to the south line of 6th Street; thence easterly to the northeast corner of Parcel 66-161-013; thence southerly to the north line of 8th Street; thence westerly to the southwest corner of Parcel 66-163-003; thence southerly to the north line of 9th Street; thence westerly to the west line of "B" Street; thence southerly to the north line of 10th Street; thence westerly to the southwest corner of Parcel 66-189-003; thence southerly and easterly along the boundary of Parcel 67-092-001, to the northeast corner of Parcel 67-092-003; thence southerly to the southeast corner of Parcel 67-093-016; thence westerly, southerly, and easterly along the north, west, and south boundary lines of Parcel 67-093-019 to the northwest corner of Parcel 67-102-067; thence southerly to the southwest corner of Parcel 67-102-052; thence easterly to the northeast corner of Parcel 67-102-007; thence southerly to the south side of 15th Street; thence easterly to the northeast corner of Parcel 67-103-026; thence southerly to the southeast corner thereof; thence southerly, easterly, southerly, and westerly along the eastern boundary lines of Parcel 67-103-017 to the northwest corner of Parcel 67-103-018; thence southerly to the south line of 17th Street; thence west and south along the boundary of Parcel 67-243-030 to the southwest corner thereof; thence westerly to the northwest corner of Parcel 67-243-006; thence southerly to the south line of 18th Street; thence westerly to the northwest corner of Parcel 67-246-008; thence southerly to the southwest corner thereof; thence westerly to the northeast corner of Parcel 67-262-002; thence southerly

to the north line of 19th Street; thence westerly to the southwest corner of Parcel 67-261-004; thence northerly to the northwest corner thereof; thence westerly to the east line of "D" Street; thence southerly to the north line of 20th Street; thence easterly to the east line of "C" Street; thence northerly to the northwest corner of Parcel 67-263-004; thence easterly to the northeast corner of Parcel 67-263-001; thence southerly to the northwest corner of Parcel 67-251-010; thence easterly to the northeast corner of Parcel 67-251-009; thence southerly to the south line of 20th Street; thence easterly to the northeast corner of Parcel 67-252-007; thence southerly to the southeast corner thereof; thence westerly to the southwest corner of Parcel 67-252-001; thence northerly to the southeast corner of Parcel 67-266-007; thence westerly to the east line of "C" Street; thence north to the south line of 20th Street; thence westerly to the east line of "D" Street; thence southerly to the south line of Parcel 67-277-002; thence southeast to the northeast corner of Parcel 67-274-005; thence southerly to the south line of West Madrid Street; thence easterly to the northwest corner of Parcel 67-275-023; thence southerly to the south line of Rossi Avenue; thence west, south, and east along the boundary line of Parcel 67-282-029 to the northwest corner of Parcel 67-232-026; thence southerly to the south line of Texas Street; thence easterly to the west line of "A" Street; thence southerly to the north line of Drake Street; thence easterly to the southeast corner of Parcel 63-142-019; thence westerly and northerly along the boundary of subdivision Sunset Gardens to the south line of Brian Ave; thence easterly to the point south of the southeast corner of Parcel 68-132-036; thence northerly to the northeast corner of said parcel; thence easterly, northerly, and westerly along the boundary of Parcel 68-132-033 to the southeast corner of Parcel 68-132-037; thence northerly to the northeast corner of Parcel 68-131-037; thence easterly and northerly along the south and east boundary of Parcel 68-131-031, to the south line of Southern Pacific Railroad; thence along said south line northwesterly to the east line of "A" Street; thence northerly to the south line of 19th Street; thence easterly to the point which is south of the southeast corner of Parcel 68-011-034; thence northerly along the east boundary lines of Parcels 68-011-034 and 68-011-001 to the south line of E. 18th Street; thence easterly to the west line of Evergreen Avenue; thence southerly to the point which is west of the southwest corner of Parcel 68-017-010; thence easterly to the southeast corner thereof; thence northerly to the south west corner of Parcel 68-041-002; thence easterly to the east line of Helmut Lane; thence northerly to the southwest corner of Parcel 68-041-011; thence easterly to the southeast corner of said parcel; thence southerly to the southwest corner of Parcel 68-041-013; thence easterly to the east line of Alpha Way; thence southerly to the southwest corner of Parcel 68-042-023; thence easterly to the southeast corner thereof; thence southerly to the southwest corner of Parcel 68-042-003; thence easterly to the east line of Crestwood Drive; thence northerly to the northwest corner of Parcel 68-043-011; thence easterly to the southeast corner of Parcel 68-046-034; thence northerly and easterly along the west and north boundary lines of Parcel 68-046-003 to the east line of Cavallo Road; thence north to the southwest corner of Parcel 68-051-015; thence easterly to the southeast corner of Parcel 68-051-019; thence southerly to the southwest corner of Parcel 68-051-042; thence easterly to the southwest corner of Parcel 68-051-024; thence northerly to the northwest

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corner of Parcel 68-051-037; thence easterly to the east line of Biglow Drive; thence northerly to the north line of E. 18th Street; thence easterly to the west line of Hillcrest Avenue; thence southerly along the west line of Hillcrest Avenue to a point which is west of the south west corner of Parcel 51-272-035; thence easterly and northerly along the south and east boundary of said parcel to the south line of E. 18th Street; thence easterly to the northeast corner of Parcel 51-272-006; thence southerly to the southeast corner of Parcel 51-242-005; thence westerly to the east line of Hillcrest Avenue, said line being the Antioch City Limits; thence along said Antioch City Limits line southerly, easterly, northerly, and westerly to the southeast corner of Parcel 51-263-019; thence westerly to the southwest corner of Parcel 51-265-035; thence westerly along the south lines of Parcels 51-120-022 and 51-120-023 to the southeast corner of Parcel 51-120-016; thence westerly to the east line of Hillcrest Avenue; thence northerly to a point which is east of the northeast corner of Parcel 65-262-024; thence westerly to the southeast corner of Parcel 65-262-027; thence westerly along the south line of Lake Alhambra subdivision to the southeast corner of Parcel 65-235-019; thence northerly to the south line of South Lake Drive; thence westerly to the west line of Alhambra Drive; thence southerly to the northeast corner of Parcel 65-142-023; thence along the boundary of said parcel westerly to the east line of Amber Drive; thence northerly to a point which is east of the southeast corner of Parcel 65-143-013; thence westerly to the southwest corner of Parcel 65-143-007; thence northerly to the north line of Amber Drive; thence westerly to the east line of Cavallo Road; thence northerly to a point which is east of the northeast corner of Parcel 65-151-037; thence westerly to the northwest corner thereof; thence southerly to the northeast corner of Parcel 65-151-002; thence westerly to the west line of Noia Avenue; thence southerly to the northeast corner of Parcel 65-152-043; thence westerly to the west line of Wisner Drive; thence northerly to the northeast corner of Parcel 65-152-027; thence westerly and southerly along the north and west lines of said parcel to the northeast corner of Parcel 65-161-001; thence westerly to the west line of Marie Avenue; thence northerly to the southeast corner of Parcel 65-164-012; thence westerly, northerly, and westerly along the boundary of Parcel 65-164-023 to the northwest corner thereof; thence northerly to the south line of East 16th Street; thence westerly to the northeast corner of Parcel 65-172-022; thence southerly to the southeast corner thereof; thence westerly to the north west corner of Parcel 65-172-027; thence southerly to the southeast corner of Parcel 65-172-007; thence westerly along the boundary lines of Parcels 65-172-024, 65-172-025, and 65-172-020 to the northwest corner of Parcel 65-172-028; thence northerly to the southeast corner of Parcel 65-183-009; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-007; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-006; thence westerly to the southwest corner of Parcel 65-183-004; thence northerly to the north line of East 16th Street; thence westerly to the southwest corner of Parcel 65-182-030; thence northerly to the northwest corner thereof; thence easterly to the southeast corner of Parcel 65-182-027; thence northerly to the northwest corner of Parcel 65-181-020; thence easterly to the southeast corner of Parcel 65-181-014; thence northerly and westerly along the east and north line of said parcel to the east line of "A" Street; thence northerly to the northwest corner of Parcel 65-181-018; thence easterly to the southeast

corner of Parcel 65-075-002; thence northerly to the north line of E. 13th Street; thence easterly to the southeast corner of Parcel 65-071-009; thence northerly to the southeast corner of Parcel 65-064-005; thence westerly to "A" Street; thence northerly to the southwest corner of Parcel 65-061-008; thence easterly to the southeast corner thereof; thence northerly to the north line of Wilbur Avenue; thence easterly to the southeast corner of Parcel 66-164-007; thence northerly to the point on the south line of Parcel 66-164-010; thence westerly to the southwest corner of Parcel 66-164-013; thence northerly to the north line of 7th Street; thence easterly to the southeast corner of Parcel 66-162-008; thence northerly to a point on the south line of Parcel 66-162-011; thence easterly and northerly along the southerly and easterly boundaries of said parcel to the south line of 6th Street; thence northerly to the southeast corner of Parcel 66-032-018; thence northerly to the northeast corner thereof; thence easterly to the east line of the roadway described in Book 27 of Deeds at Page 475; thence southerly along the east line thereof to the northwest corner of Parcel 65-050-026; thence easterly to the northeast corner of Parcel 65-050-013; thence north, east, and south along the boundary of Parcel 65-050-006 to the northwest line of Parcel 65-050-005; thence easterly along the northerly and easterly property lines of Parcels 65-050-005, and 65-050-029, to the northeast corner of Parcel 65-050-029; thence southerly to the northerly most point of Parcel 65-050-017; thence southeasterly along the eastern boundary of said Parcel 65-050-017 to the north line of Wilbur Avenue; thence easterly along the north line of Wilbur Avenue to a point which is north of the west line of Marie Avenue; thence south to the south line of Wilbur Avenue, thence east to the northeast corner of Parcel 65-101-014; thence southerly to the northwest corner of Parcel 65-101-015; thence easterly to the northeast corner of Parcel 65-110-012, said corner being on the Antioch City Limits; thence along northerly, and westerly along said City of Antioch boundary to the point of beginning.

* * * * *

(END OF DOCUMENT)

6
RECORDED AT REQUEST OF
AND FOR THE BENEFIT OF:
CITY OF ANTIOCH

WHEN RECORDED MAIL TO:
L. Jolene Martin
City Clerk
P.O. Box 5007
Antioch, CA 94531-5007



CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2007-0192911-00

Check Number

Tuesday, JUL 03, 2007 14:32:00

FRE \$0.00!!

Ttl Pd \$0.00

Nbr-0003770708
lee/R5/1-6

REVISED NOTICE OF ADOPTION OF THE
REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT AREA NO. 1

Recording Requested by
and When Recorded Return to:

L. Jolene Martin, City Clerk
City of Antioch
P.O. Box 5007
Antioch, Ca 94531-5007

Exempt from recording fees pursuant to
Government Code Section 27383

**ALL PROPERTY TO WHICH THIS NOTICE PERTAINS
IS LOCATED WITHIN THE ANTIOCH REDEVELOPMENT PROJECT AREA NO. 1**

**REVISED NOTICE OF ADOPTION OF THE
REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT AREA NO. 1**

NOTICE IS HEREBY GIVEN, in compliance with Section 33373(c) of the California Health and Safety Code which became effective January 1, 2007, that the City Council of the City of Antioch, California ("City Council") adopted Ordinance No. 290 C.S. on July 15, 1975, as amended, approving and adopting the Redevelopment Plan for the Antioch Project Area No. 1 (the "Redevelopment Plan"). The Antioch Development Agency ("Agency") is vested with the responsibility to carry out the Redevelopment Plan.

A legal description of the boundaries of Project Area No. 1 is attached hereto as Exhibit A and incorporated herein by reference and a copy of the Redevelopment Plan may be obtained from the Agency.

Proceedings for the redevelopment of Project Area No. 1, as contemplated by the Redevelopment Plan have been instituted under the California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*).

AGENCY'S EMINENT DOMAIN AUTHORITY. Sections 104, 105 and 701 of the Redevelopment Plan provides as follows:

When the Agency exercises its power of eminent domain, it shall be exercised within the following limitations:

The Redevelopment Plan may be amended by means of the procedures established in Section 33354.6 and/or Sections 33450-33458 of the Community Redevelopment Law or by any other procedure hereafter established by law; however, the Redevelopment Plan may not be

amended to provide for the acquisition by eminent domain on any property zoned for residential uses as of the date the ordinance adopting the third amendment to the Plan becomes effective.

It is in the public interest and is necessary in order to eliminate the conditions requiring redevelopment and in order to execute this Plan for the power of eminent domain to be employed by the Agency to acquire real property in the Project Area which cannot be acquired by gift, devise, exchange, purchase, or any other lawful method. Eminent Domain proceedings, if used, must be commenced within twelve (12) years from the date the ordinance adopting the third amendment to the Plan becomes effective (or by October 26, 2011). This time limit for commencement of eminent domain proceedings may be extended only by amendment of the Plan.

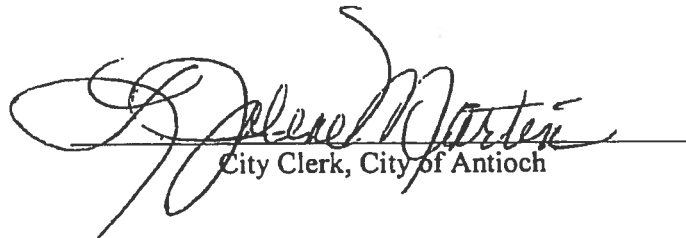
The Agency shall not acquire by eminent domain real property zoned for residential uses as of the date the ordinance adopting the third amendment to the Plan becomes effective.

It is the policy of the Agency to encourage the participation of property owners and businesses within the Project Area. Accordingly, the Agency has adopted Rules Governing Participation by, and the Extension of Reasonable Preferences to, Property Owners and Tenants in Project Area No. 1, which extend reasonable preferences to property owners and tenants in the Project Area, to participate in the redevelopment of the Project Area. The power of eminent domain shall not be exercised except in compliance with the rules and procedures set forth therein, as amended from time to time.

Generally, personal property shall not be acquired. However, where necessary in the execution of the Redevelopment Plan, the Agency is authorized to acquire personal property in the Project Area by any lawful means.

Filed for recordation with the County Recorder of Contra Costa County by order of the City Council of the City of Antioch, California.

Dated: June 21, 2007.

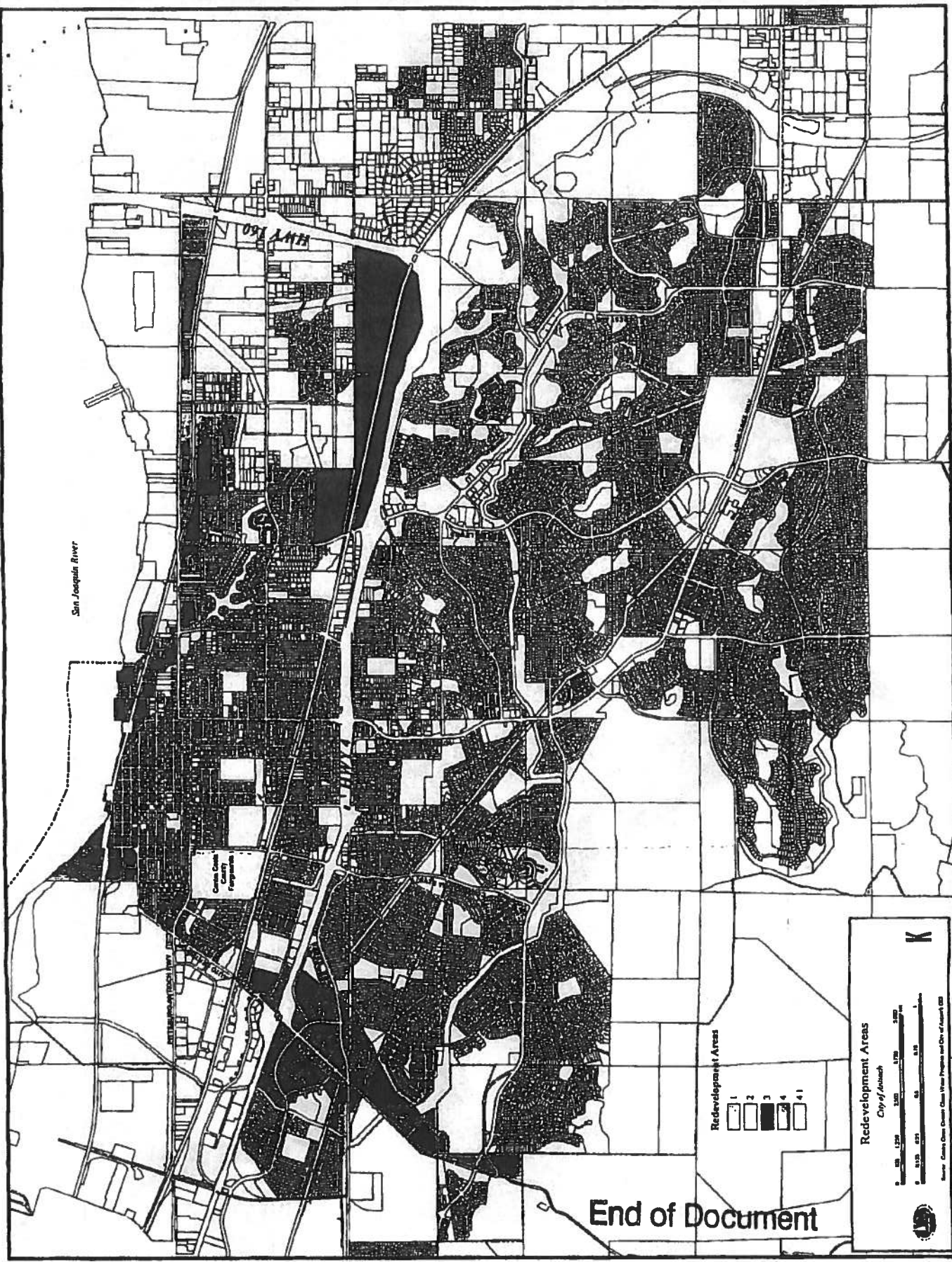

City Clerk, City of Antioch

Attachment: Legal Description

EXHIBIT A

LEGAL DESCRIPTION OF PROJECT AREA NO. 1

Exhibit A



San Joaquin River

City of Alameda
County of Alameda

Redevelopment Areas

- 1
- 2
- 3
- 4
- 41

Redevelopment Areas

City of Alameda



K

End of Document

ATTACHMENT

Attached is the document you (or someone on your behalf) requested. As required by Section 12956.1(b) of the California Government Code, please take note of the following:

"If this document contains any restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, source of income (as defined in subdivision (p) of Section 12955 of the Government Code) or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Antioch
City Hall
Third and H Streets
Antioch, California 94509
Attn: City Attorney

CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2011-0054782-00
Tuesday, MAR 15, 2011 10:21:33
FRE \$0.00
Ttl Pd \$0.00 Nbr-0000865037
lrc/R9/1-8

NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE SECTION 27383

066-107-001-1

GRANT DEED

For valuable consideration, the receipt of which is hereby acknowledged,

The Antioch Development Agency, a public body, corporate and politic, of the State of California (the "Grantor"), acting to carry out redevelopment purposes pursuant to the Community Redevelopment Law of the State of California, hereby grants to the City of Antioch, a municipal corporation (the "Grantee"), the real property (the "Property") described in Attachment No. 1 attached hereto and incorporated in this Grant Deed by this reference.

1. The Property is located within the Antioch Community Redevelopment Project Area, (the "Project Area") and is subject to the Antioch Community Redevelopment Plan (the "Redevelopment Plan").
2. In accordance with the terms of the Conveyance Agreement between the Grantor and Grantee dated as of March 9, 2011 (the "Agreement"), the Grantee hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the Property in furtherance of the Redevelopment Plan.
3. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, 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 Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

In Deeds:

"(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, establish or permit any 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Leases:

"(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee or any person claiming under or through the lessee, 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.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Contracts:

"(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee 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 of the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

4. The covenant contained in Section 2 regarding the use of the Property shall remain in effect until the expiration of the effectiveness of the Redevelopment Plan. The covenants contained in Section 3 regarding non-discrimination shall remain in effect in perpetuity.

5. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, and any successor in interest to the Property 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. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties 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 property 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.

6. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the rights to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and

not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

7. This Grant Deed may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

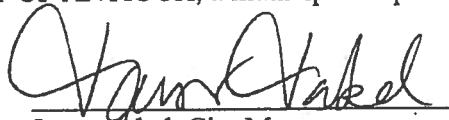
IN WITNESS WHEREOF, the parties hereto have executed this Grant Deed as of this 14th day of March 2011.

GRANTOR:

ANTIOCH DEVELOPMENT AGENCY, a public
body, corporate and politic

By: 
James Jäkel, Executive Director

CITY OF ANTIOCH, a municipal corporation

By: 
James Jäkel, City Manager

ATTACHMENT NO. 1

PROPERTY DESCRIPTION

The south 1/2 of Lots 1, 2 and 3, Block 4 and the north 1/2 of Lots 10, 11 and 12, Block 4, Town of Antioch, as per maps thereof on file in the office of the Recorder of the County of Contra Costa.

Subject to conditions, restrictions, reservations, easements and/or rights of way of record.

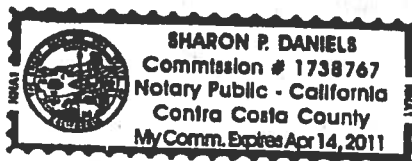
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On MARCH 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James Takel, 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.



Sharon P. Daniels
Notary Public

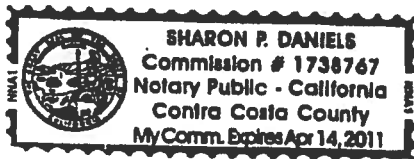
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James Takel, 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.




Sharon P. Daniels
Notary Public

CERTIFICATE OF ACCEPTANCE
(Pursuant to Government Code 27281)

This is to certify that the interest in real property conveyed by the Grant Deed from the Antioch Development Agency, dated March 14, 2011 to the City of Antioch, a municipal corporation (the "City"), is hereby accepted on March 14, 2011, by the undersigned officer or agent on behalf of the City pursuant to authority conferred by resolution of the City Council adopted on March 8, 2011, and the City Council consents to the recordation of said document in the Office of the Recorder of Contra Costa, State of California.

Dated: March 14, 2011

By: 
James Jakel, City Manager

By: 
Lynn Tracy Nerland, City Attorney

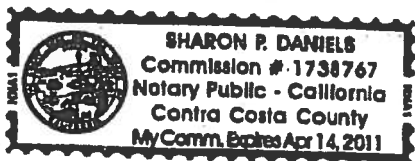
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James Jake, 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.



Sharon P. Daniels
Notary Public

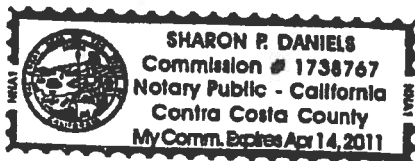
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared Lynn Tracy Neeland, 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.



Sharon P. Daniels
Notary Public

END OF DOCUMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Antioch
City Hall
Third and H Streets
Antioch, California 94509
Attn: City Attorney

CENTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2011-0054782-00

Tuesday, MAR 15, 2011 10:21:33

FEE \$0.00

TLL Pd \$0.00

Lib-000005437

1rc/RB/L-0

NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE SECTION 27383

066-107-001-1

GRANT DEED

For valuable consideration, the receipt of which is hereby acknowledged,

The Antioch Development Agency, a public body, corporate and politic, of the State of California (the "Grantor"), acting to carry out redevelopment purposes pursuant to the Community Redevelopment Law of the State of California, hereby grants to the City of Antioch, a municipal corporation (the "Grantee"), the real property (the "Property") described in Attachment No. 1 attached hereto and incorporated in this Grant Deed by this reference.

1. The Property is located within the Antioch Community Redevelopment Project Area, (the "Project Area") and is subject to the Antioch Community Redevelopment Plan (the "Redevelopment Plan").

2. In accordance with the terms of the Conveyance Agreement between the Grantor and Grantee dated as of March 9, 2011 (the "Agreement"), the Grantee hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the Property in furtherance of the Redevelopment Plan.

3. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, 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, leasees, subtenants, subleasees or vendees in the Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

109001937442

FS Order: 14560339F
Doc: CA;CC;DYI;2011.54782

- 1 of 8 -

Document Retrieval: FASTSearch ©

In Deeds:

"(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, establish or permit any 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Leases:

"(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee or any person claiming under or through the lessee, 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.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

In Contracts:

"(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee 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 of the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

4. The covenant contained in Section 2 regarding the use of the Property shall remain in effect until the expiration of the effectiveness of the Redevelopment Plan. The covenants contained in Section 3 regarding non-discrimination shall remain in effect in perpetuity.

5. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, and any successor in interest to the Property 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. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties 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 property 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.

6. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the right to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and

not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

7. This Grant Deed may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Deed as of this 14th day of March 2011.

GRANTOR:


ANTIOCH DEVELOPMENT AGENCY, a public body, corporate and politic

By:


James Jakel, Executive Director

CITY OF ANTIOCH, a municipal corporation

By:


James Jakel, City Manager

ATTACHMENT NO. 1
PROPERTY DESCRIPTION

The south 1/2 of Lots 1, 2 and 3, Block 4 and the north 1/2 of Lots 10, 11 and 12, Block 4, Town of Antioch, as per maps thereof on file in the office of the Recorder of the County of Contra Costa.

Subject to conditions, restrictions, reservations, easements and/or rights of way of record.

FS Order: 14560339F
Doc: CA;CC;DYL;2011.54782

- 5 of 8 -

Document Retrieval: FASTSearch ®

Page: 36

7

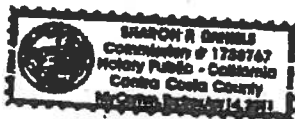
STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA

On MARCH 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James Lake, 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.



Sharon P. Daniels
Notary Public

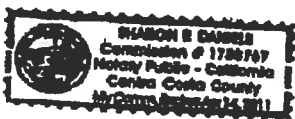
STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James Lake, 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.



Sharon P. Daniels
Notary Public

CERTIFICATE OF ACCEPTANCE
(Pursuant to Government Code 27281)

This is to certify that the interest in real property conveyed by the Grant Deed from the Antioch Development Agency, dated March 14, 2011 to the City of Antioch, a municipal corporation (the "City"), is hereby accepted on March 14, 2011, by the undersigned officer or agent on behalf of the City pursuant to authority conferred by resolution of the City Council adopted on March 8, 2011, and the City Council consents to the recordation of said document in the Office of the Recorder of Contra Costa, State of California.

Dated: March 14, 2011

By: 
James Jakel, City Manager

By: 
Lynn Tracy Norland, City Attorney

FS Order: 14560339F
Doc: CA;CC;DYI;2011.54782

- 7 of 8 -

Document Retrieval: FASTSearch ®

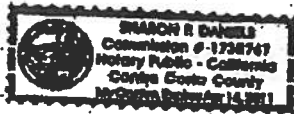
Page: 38

STATE OF CALIFORNIA)
COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James J. Kei, 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.



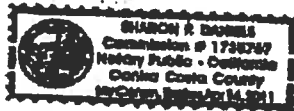
Sharon P. Daniels
Notary Public

STATE OF CALIFORNIA)
COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared Lynn Tracy Ireland, 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.



Sharon P. Daniels
Notary Public

END OF DOCUMENT

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FS Order: 14560339F
Doc: CA;CC;DYI;2011_54782

- 8 of 8 -

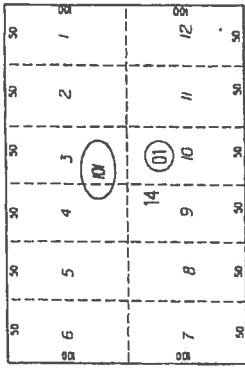
Document Retrieval: FASTSearch ©

TOWN OF ANTIOCH
 1. POR. 161 P.M. 22 2-11-93

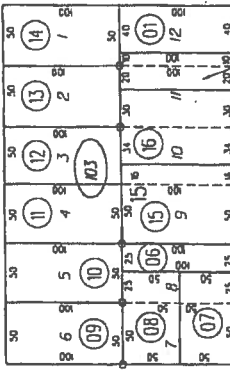


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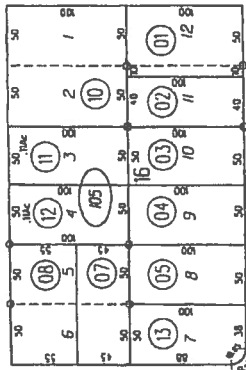
FIRST



SECOND



THIRD



FOURTH



NOTE THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO WARRANTY IS MADE BY THE TOWN OF ANTIOCH FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. ASSESSOR'S PARCELS DO NOT COMPLY WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.

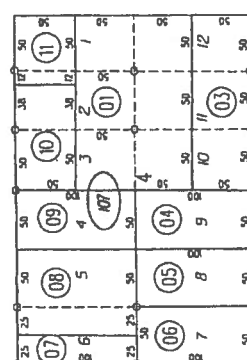
101 102 103 104 105 106 107

09

11

3/15/01

ST. (EYE)



06

Property Detail

Contra Costa, CA GUS KRAMER, ASSESSOR

Parcel # (APN): **066-107-003-7**Use Description: **GOVERNMENT**

Parcel Status:

Owner Name: **ANTIOCH CITY OF**Mailing Address: **PO BOX 5007 ANTIOCH CA 94531-5007**Situation Address: **314 I ST ANTIOCH CA 94509**

Legal

Description: **TOWN OF ANTIOCH POR LOTS 10.11 & 12 BLK****ASSESSMENT**Total Value: **\$41,135**Use Code: **79**

Zoning:

Land Value: **\$41,135**Tax Rate Area: **001144**Census Tract: **3050.00/3**

Impr Value:

Year Assd: **2011**

Improve Type:

Other Value:

Property Tax:

Price/SqFt:

% Improved

Delinquent Yr

Exempt Amt:

HO Exempt?: **N****SALES HISTORY**Sale 1Sale 2Sale 3TransferRecording Date: **03/15/2011****03/15/2011**Recorded Doc #: **54783****54783**Recorded Doc Type: **QUIT CLAIM DEED**

Transfer Amount:

Sale 1 Seller (Grantor):

1st Trst Dd Amt:

Code1:

2nd Trst Dd Amt:

Code2:

PROPERTY CHARACTERISTICSLot Acres: **0.172**

Year Built:

Fireplace:

Lot SqFt: **7,500**

Effective Yr:

A/C:

Bldg/Liv Area:

Heating:

Units:

Total Rooms:

Pool:

Buildings:

Bedrooms:

Stories:

Baths (Full):

Park Type:

Style:

Baths (Half):

Spaces:

Construct:

Site Inflnce:

Quality:

Garage SqFt:

Building Class:

Timber Preserve:

Condition:

Ag Preserve:

Other Rooms:

1. Preliminary Report - CA

CLTA Preliminary Report Form
(Rev. 11/06)

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First American Title

First American Title Company

191 Sand Creek Road, Suite 50
Brentwood, CA 94513

Escrow Officer: Stacey Barrack
Phone: (925)240-9901
Fax No.: (866)407-2081
E-Mail: sbarrack@firstam.com

E-Mail Loan Documents to: BrentwoodEDocs@firstam.com
Property: Vacant Land
Antioch, CA

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

First American Title

Dated as of May 18, 2011 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

To Be Determined

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

Antioch Development Agency, a public body corporate and politic, subject to item No. 9

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A fee.

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2011-2012, a lien not yet due or payable.
2. General and special taxes and assessments for the fiscal year 2010-2011 are exempt.
3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
4. The fact that the land lies within the boundaries of the Antioch Redevelopment Project Area No. 1, as disclosed by the document recorded August 01, 1975 as Instrument No. 75-69311 in Book 7581, Page 986 of Official Records.

Document(s) declaring modifications thereof recorded November 01, 1999 as Instrument No. 1999-289937 of Official Records.

Document(s) declaring modifications thereof recorded July 03, 2007 as Instrument No. 2007-192911 of Official Records.

5. The terms and provisions contained in the document entitled "Ordinance No. 97-30 Revision of Eastern Contra Costa Sub-Regional Transportation Mitigation Fees" recorded August 06, 1997 as Instrument No. 97-0140390 of Official Records.

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6. The terms and provisions contained in the document entitled "Ordinance No. 97-29 Urgency Measure for Interim Authorization to Revise Eastern Contra Costa Sub-Regional Transportation Mitigation Fees" recorded August 06, 1997 as Instrument No. 97-0140391 of Official Records.
7. The terms and provisions contained in the document entitled "Resolution and Ordinance to Extend the Urgency Ordinance for the Eastern Contra Costa Sub-Regional Transportation Mitigation Fee Program" recorded August 18, 1997 as Instrument No. 97-0148355 of Official Records.
8. The terms and provisions contained in the document entitled Grant Deed executed by and between The Antioch Development Agency, a public body, corporate and politic, of the State of California and The City of Antioch, a municipal corporation recorded March 15, 2011 as Instrument No. 2011-0054783 of Official Records.
9. The effect of a deed dated March 14, 2011, executed by The Antioch Development Agency, a public body, corporate and politic, of the State of California, as Grantor, to The City of Antioch, a municipal corporation, as Grantee, recorded March 15, 2011, as Instrument No. 2011-0054783 of Official Records.

The requirement that this office be furnished with evidence that the deed was an absolute conveyance for value, and that there are no other agreements, oral or written, regarding the ownership of the land described herein.

10. Rights of parties in possession.
11. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/ACSM survey.

Prior to the issuance of any policy of title insurance, the Company will require:

12. An ALTA/ACSM survey of recent date which complies with the current minimum standard detail requirements for ALTA/ACSM land title surveys.
13. With respect to The City of Antioch, a municipal corporation:
 - a. A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile.
 - b. A certified copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
 - c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

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INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. The property covered by this report is vacant land.
2. According to the public records, there has been no conveyance of the land within a period of twenty four months prior to the date of this report, except as follows:

A document recorded March 15, 2011 as Instrument No. 2011-0054783 of Official Records.

From: The Antioch Development Agency, a public body, corporate and politic,
of the State of California

To: The City of Antioch, a municipal corporation

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

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LEGAL DESCRIPTION

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

THE SOUTH 1/2 OF LOTS 10, 11 AND 12 IN BLOCK 4 OF THE TOWN OF ANTIOCH, ACCORDING TO THE MAP OF SAID TOWN, MADE BY RUSSELL EDDY, AND RECORDED IN THE OFFICE OF THE RECORDER OF SAID COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA.

APN: 066-107-003-7

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WIRING INSTRUCTIONS

PAYABLE TO: FIRST AMERICAN TITLE COMPANY
BANK: First American Trust, FSB
ADDRESS: 5 First American Way, Santa Ana, CA 92707
ACCOUNT NO: 3004780000
ROUTING NUMBER: 122241255

PLEASE REFERENCE THE FOLLOWING:

CUSTOMER NAME:

FILE NUMBER: 0714-3762114 (SB)

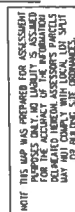
ATTENTION: STACEY BARRACK

PLEASE USE THE ABOVE INFORMATION WHEN WIRING FUNDS TO **FIRST AMERICAN TITLE COMPANY. FUNDS MUST BE WIRED FROM A UNITED STATES BANK.** PLEASE NOTIFY **STACEY BARRACK** AT (925)240-9901 OR sbarrack@firstam.com WHEN YOU HAVE TRANSMITTED YOUR WIRE. FAX NUMBER: (866)407-2081

FIRST AMERICAN TRUST CONTACT INFO: Banking Services 1-877-600-9473

**ALL WIRES WILL BE RETURNED IF THE FILE NUMBER
AND/OR NAME(S) ARE NOT INCLUDED**

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Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

If you have any questions about the effect of this new law, please contact your local First American Office for more details.

First American Title

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy; or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

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**3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant, (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

**5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

First American Title

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy; (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy); or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992 EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance

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- resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
 3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
 4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

10. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY - 1987 EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

* land use	* land division
* improvements on the land	* environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
 - * a notice of exercising the right appears in the public records on the Policy Date
 - * the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.
3. Title Risks:
 - * that are created, allowed, or agreed to by you
 - * that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
 - * that result in no loss to you
 - * that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - * to any land outside the area specifically described and referred to in Item 3 of Schedule A, or
 - * in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

First American Title

11. EAGLE PROTECTION OWNER'S POLICY**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 2008
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 2008**

Covered Risks 16 (Subdivision Law Violation), 18 (Building Permit), 19 (Zoning) and 21 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building
 - b. zoning
 - c. land use
 - d. improvements on the land
 - e. land division
 - f. environmental protection

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

12. THIRD GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (1/01/08)**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions, or location of any improvement erected on the Land; (iii) the subdivision of land; or (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

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- (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing business laws of the state where the Land is situated.
 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
 6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
 8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

13. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

14. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006

WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 13 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

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1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

**15. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

**16. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 15 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

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First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

2. Exception_04_69311

AUG - 1 1975

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69311

RECORDED AT REQUEST OF
City of Antioch

AUG - 1 1975

AT 4:30 O'CLOCK P. M.
CONTRA COSTA COUNTY RECORDS
J. R. OLSSON
COUNTY RECORDER
FEE 08611

NOTICE

PLEASE TAKE NOTICE THAT THE CITY OF ANTIOCH AND THE ANTIOCH DEVELOPMENT AGENCY HAVE INSTITUTED PROCEEDINGS PURSUANT TO THE CALIFORNIA REDEVELOPMENT LAW (SECTION 33000 ET SEQ. OF THE HEALTH & SAFETY CODE) FOR THE REDEVELOPMENT OF THE ANTIOCH DEVELOPMENT AGENCY PROJECT AREA. SAID PROJECT AREA IS MORE PARTICULARLY DESCRIBED IN THE EXHIBIT MARKED EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

ATTEST:

SEAL AFFIXED

Dorothy P. Marks
Dorothy P. Marks, Secretary
Antioch Development Agency

EXHIBIT "A"

PROJECT AREA
BOUNDARY DESCRIPTION

BOOK 7581 PG 987

Beginning at the most northerly boundary corner of the City of Antioch; thence generally south along the West boundary to a point on the north line of State Highway 4 and its intersection with the east line of the Los Medanos Wasteway; thence southerly along said east line to the south line of Delta Fair Boulevard; thence easterly along said south line to the northwest corner of Parcel 74-123-04; thence southerly and easterly along the west and south boundaries of said parcel to the west line of Fairview Drive; thence southerly along said west line to the north line of Parcel 74-123-05; thence westerly along said north line to the north line of a 100 foot East Bay Municipal Utility District right-of-way; thence westerly along said north line to the east line of said Los Medanos Wasteway; thence southerly along said east line to the south line of Buchanan Road; thence easterly along said south line to the northwest corner of Parcel 75-010-07; thence southerly and easterly along south and west boundaries of said parcel to the center line of Somersville Road; thence southerly along said center line to a point on the southwest line of the Contra Costa Canal, said point being on the boundary of the City of Antioch; thence southerly, easterly, and northerly along said boundary to said southwest line of the Contra Costa Canal; thence northerly along said southwest line to the east line of Markley Creek; thence northeasterly along said east line to the west line of Parcel 76-030-068; thence southerly, easterly, and northerly along the west, south, and east boundary lines of said parcel to the east line of Markley Creek; thence northeasterly along said east line to the north line of Mahogany Way; thence westerly along said north line to the southwest corner of Parcel 74-370-008; thence northerly along the west line of said parcel to the south line of Sycamore Drive; thence easterly along said south line to the northeast corner of said Parcel 74-370-008; thence northerly across Sycamore Drive and along the east boundary of Parcel 74-370-004 to the south line of the Southern Pacific Railroad; thence easterly along the Southern Pacific Railroad to a point which is south of the southwest corner of Parcel 74-321-002; thence northwesterly along the south line of Fairview Terrace subdivision to the southeast corner of Parcel 74-180-003; thence along the southeast boundary of said parcel to the north line of West 18th Street; thence along said north line to the southeast corner of Parcel 74-171-003; thence along the west line of the Fairview Terrace subdivision to a point on the south line of Parcel 74-160-001; thence easterly along the north line of Parcel 74-160-008 and Parcel 74-334-027 to the northeast corner of said Parcel 74-334-027; thence north along the east line of Parcel 74-334-026 and Parcel 74-334-015 to the south line of 10th Street; thence easterly along the south line of 10th Street to the west line of Parcel 67-021-001; thence southerly and easterly along the boundary of said parcel and Parcel 67-021-002 and across "L" Street to the east line; thence south to the southwest corner of Parcel 67-022-002; thence easterly along the north line of Loma Lane to the east line of "H" Street; thence northerly to the northwest corner of Parcel 67-050-016; thence easterly to the east line of "G" Street; thence southerly to the southwest corner of Parcel 67-060-001; thence easterly and northerly along said boundary to the south line of 10th Street; thence westerly to a point which is south of the

3/19/75

BOOK 7581 PAGE 487 - A

southeast corner of Parcel 66-207-014; thence northerly along the east line of Parcel 66-207-014 and 66-207-008 to the south line of 9th Street; thence west to the east line of "G" Street; thence northerly to the northwest corner of Parcel 66-203-014; thence westerly to the west line of "H" Street; thence southerly to the southeast corner of Parcel 66-205-008; thence westerly to the southeast corner of Parcel 66-217-007; thence along the boundary of said parcel northerly and westerly to the west line of "I" Street; thence southerly to the north line of 10th Street; thence westerly to the west line of "O" Street; thence northerly along "O" Street to the northeast corner of Parcel 74-130-043; thence westerly 150 feet; thence northerly to the south line of 6th Street; thence east to the east line of "M" Street; thence north to the south line of 4th Street; thence east to the east line of "L" Street; thence north to the northwest corner of Parcel 66-103-008; thence easterly to the southwest corner of Parcel 66-092-012; thence southerly to the south line of 3rd Street; thence easterly to the northeast corner of Parcel 66-107-009; thence south to the south line of Fourth Street; thence east to the northeast corner of Parcel 66-133-010; thence south to the southeast corner thereof; thence easterly to the east line of "I" Street to the west line of Parcel 66-141-006; thence southerly, easterly, and northerly along the west, south, and east boundary of said parcel to the northwest corner of parcel 66-141-005; thence easterly to the west line of "H" Street; thence southerly to the south line of 6th Street; thence easterly to the east line of "F" Street; thence northerly to the south line of 4th Street; thence easterly to the northeast corner of Parcel 66-144-009; thence northerly to the northwest corner of Parcel 66-052-004; thence easterly and along the north lines of Parcel 66-057-004, 66-057-003, 66-057-002, and 66-057-001 to the east line of "E" Street; thence northerly to the south line of 3rd Street; thence east to the west line of "C" Street; thence southerly to the south line of 4th Street; thence easterly to the west line of "B" Street; thence southerly to the south line of 6th Street; thence easterly to the northeast corner of Parcel 66-161-013; thence southerly to the north line of 8th Street; thence westerly to the southwest corner of Parcel 66-163-003; thence southerly to the north line of 9th Street; thence westerly to the west line of "B" Street; thence southerly to the north line of 10th Street; thence westerly to the southwest corner of Parcel 66-189-003; thence southerly and easterly along the boundary of Parcel 67-092-001 to the northeast corner of Parcel 67-092-003; thence southerly to the southeast corner of Parcel 67-093-016; thence westerly, southerly, and easterly along the north, west, and south boundary lines of Parcel 67-093-019 to the northwest corner of Parcel 67-102-067; thence southerly to the southwest corner of Parcel 67-102-052; thence easterly to the northeast corner of Parcel 67-102-007; thence southerly to the south side of 15th Street; thence easterly to the northeast corner of Parcel 67-163-026; thence southerly to the southeast corner thereof; thence southerly, easterly, southerly, and westerly along the eastern boundary lines of Parcel 67-103-017 to the northwest corner of Parcel 67-103-018; thence southerly to the south line of 17th Street; thence west and south along the boundary of Parcel 67-243-030 to the southwest corner thereof; thence westerly to the northwest corner of Parcel 67-243-006; thence southerly to the south line of 18th Street; thence westerly to the northwest corner of Parcel 67-246-008; thence southerly to the southwest corner thereof; thence westerly to the northeast corner of Parcel 67-262-002; thence southerly

3/19/75

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to the north line of 19th Street; thence westerly to the southwest corner of Parcel 67-251-004; thence northerly to the northwest corner thereof; thence westerly to the east line of "D" Street; thence southerly to the north line of 20th Street; thence easterly to the east line of "C" Street; thence northerly to the northwest corner of Parcel 67-263-004; thence easterly to the northeast corner of Parcel 67-263-001; thence southerly to the northwest corner of Parcel 67-251-010; thence easterly to the northeast corner of Parcel 67-251-009; thence southerly to the south line of 20th Street; thence easterly to the northeast corner of Parcel 67-252-007; thence southerly to the southeast corner thereof; thence westerly to the southwest corner of Parcel 67-252-001; thence northerly to the southeast corner of Parcel 67-266-007; thence westerly to the east line of "C" Street; thence north to the south line of 20th Street; thence westerly to the east line of "D" Street; thence southerly to the south line of Parcel 67-277-002; thence southeast to the northeast corner of Parcel 67-274-005; thence southerly to the south line of West Madill Street; thence easterly to the northwest corner of Parcel 67-275-023; thence southerly to the south line of Rossi Avenue; thence west, south, and east along the boundary line of Parcel 67-282-029 to the northwest corner of Parcel 67-282-026; thence southerly to the south line of Texas Street; thence easterly to the west line of "A" Street; thence southerly to the north line of Drake Street; thence easterly to the southeast corner of Parcel 68-142-019; thence westerly and northerly along the boundary of subdivision Sunset Gardens to the south line of Brian Ave; thence easterly to the point south of the southeast corner of Parcel 68-132-036; thence northerly to the northeast corner of said parcel; thence easterly, northerly, and westerly along the boundary of Parcel 68-132-033 to the southeast corner of Parcel 68-132-037; thence northerly to the northeast corner of Parcel 68-131-037; thence easterly and northerly along the south and east boundary of Parcel 68-131-031, to the south line of Southern Pacific Railroad; thence along said south line northwesterly to the east line of "A" Street; thence northerly to the south line of 19th Street; thence easterly to the point which is south of the southeast corner of Parcel 68-011-034; thence northerly along the east boundary lines of Parcels 68-011-034 and 68-011-001 to the south line of E. 18th Street; thence easterly to the west line of Evergreen Avenue; thence southerly to the point which is west of the southwest corner of Parcel 68-017-010; thence easterly to the southeast corner thereof; thence northerly to the south west corner of Parcel 68-041-002; thence easterly to the east line of the south line; thence northerly to the southwest corner of Parcel 68-041-011; thence easterly to the southeast corner of said parcel; thence southerly to the southwest corner of Parcel 68-041-013; thence easterly to the east line of Alpha Way; thence southerly to the southwest corner of Parcel 68-042-023; thence easterly to the southeast corner thereof; thence southerly to the southwest corner of Parcel 68-042-003; thence easterly to the east line of Crestwood Drive; thence northerly to the northwest corner of Parcel 68-043-011; thence easterly to the southeast corner of Parcel 68-046-034; thence northerly and easterly along the west and north boundary lines of Parcel 68-046-003 to the east line of Cavallo Road; thence north to the southwest corner of Parcel 68-051-015; thence easterly to the southeast corner of Parcel 68-051-019; thence southerly to the southwest corner of Parcel 68-051-042; thence easterly to the southwest corner of Parcel 68-051-024; thence northerly to the northwest

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corner of Parcel 68-051-037; thence easterly to the east line of Biglow Drive; thence northerly to the north line of E. 18th Street; thence easterly to the west line of Hillcrest Avenue; thence southerly along the west line of Hillcrest Avenue to a point which is west of the south west corner of Parcel 51-272-025; thence easterly and northerly along the south and east boundary of said parcel to the south line of E. 18th Street; thence easterly to the northeast corner of Parcel 51-272-006; thence southerly to the southeast corner of Parcel 51-242-005; thence westerly to the east line of Hillcrest Avenue, said line being the Antioch City Limits; thence along said Antioch City Limits line southerly, easterly, northerly, and westerly to the southeast corner of Parcel 51-263-019; thence westerly to the southwest corner of Parcel 51-265-035; thence westerly along the south lines of Parcels 51-120-022 and 51-120-023 to the southeast corner of Parcel 51-120-016; thence westerly to the east line of Hillcrest Avenue; thence northerly to a point which is east of the northeast corner of Parcel 65-262-024; thence westerly to the southeast corner of Parcel 65-262-027; thence westerly along the south line of Lake Alhambra subdivision to the southeast corner of Parcel 65-235-019; thence northerly to the south line of South Lake Drive; thence westerly to the west line of Alhambra Drive; thence southerly to the northeast corner of Parcel 65-142-023; thence along the boundary of said parcel westerly to the east line of Amber Drive; thence northerly to a point which is east of the southeast corner of Parcel 65-143-013; thence westerly to the southwest corner of Parcel 65-143-007; thence northerly to the north line of Amber Drive; thence westerly to the east line of Cavallo Road; thence northerly to a point which is east of the northeast corner of Parcel 65-151-037; thence westerly to the northwest corner thereof; thence southerly to the northeast corner of Parcel 65-151-002; thence westerly to the west line of Noia Avenue; thence southerly to the northeast corner of Parcel 65-152-043; thence westerly to the west line of Wisner Drive; thence northerly to the northeast corner of Parcel 65-152-027; thence westerly and southerly along the north and west lines of said parcel to the northeast corner of Parcel 65-161-001; thence westerly to the west line of Marie Avenue; thence northerly to the southeast corner of Parcel 65-164-012; thence westerly, northerly, and westerly along the boundary of Parcel 65-164-023 to the northwest corner thereof; thence northerly to the south line of East 16th Street; thence westerly to the northeast corner of Parcel 65-172-022; thence southerly to the southeast corner thereof; thence westerly to the north west corner of Parcel 65-172-027; thence southerly to the southeast corner of Parcel 65-172-007; thence westerly along the boundary lines of Parcels 65-172-024, 65-172-025, and 65-172-020 to the northwest corner of Parcel 65-172-028; thence northerly to the southeast corner of Parcel 65-183-009; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-007; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-006; thence westerly to the southwest corner of Parcel 65-183-004; thence northerly to the north line of East 16th Street; thence westerly to the southwest corner of Parcel 65-182-030; thence northerly to the northwest corner thereof; thence easterly to the southeast corner of Parcel 65-182-027; thence northerly to the northwest corner of Parcel 65-191-020; thence easterly to the southeast corner of Parcel 65-181-014; thence northerly and westerly along the east and north line of said parcel to the east line of "A" Street; thence northerly to the northwest corner of Parcel 65-181-016; thence easterly to the southeast

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corner of Parcel 65-075-002; thence northerly to the north line of E. 13th Street; thence easterly to the southeast corner of Parcel 65-071-009; thence northerly to the southeast corner of Parcel 65-064-005; thence westerly to "A" Street; thence northerly to the southwest corner of Parcel 65-061-002; thence easterly to the southeast corner thereof; thence northerly to the north line of Wilbur Avenue; thence easterly to the southeast corner of Parcel 66-164-007; thence northerly to the point on the south line of Parcel 66-164-010; thence westerly to the southwest corner of Parcel 66-164-013; thence northerly to the north line of 7th Street; thence easterly to the southeast corner of Parcel 66-162-008; thence northerly to a point on the south line of Parcel 66-162-011; thence easterly and northerly along the southerly and easterly boundaries of said parcel to the south line of 6th Street; thence northerly to the southeast corner of Parcel 66-032-018; thence northerly to the northeast corner thereof; thence easterly to the east line of the roadway described in Book 27 of Deeds at Page 475; thence southerly along the east line thereof to the northwest corner of Parcel 65-050-026; thence easterly to the northeast corner of Parcel 65-050-013; thence north, east, and south along the boundary of Parcel 65-050-006 to the northwest line of Parcel 65-050-005; thence easterly along the northerly and easterly property lines of Parcels 65-050-005, and 65-050-029, to the northeast corner of Parcel 65-050-029; thence southerly to the northerly most point of Parcel 65-050-017; thence southeasterly along the eastern boundary of said Parcel 65-050-017 to the north line of Wilbur Avenue; thence easterly along the north line of Wilbur Avenue to a point which is north of the west line of Marie Avenue; thence south to the south line of Wilbur Avenue, thence east to the northeast corner of Parcel 65-101-014; thence southerly to the northwest corner of Parcel 65-101-015; thence easterly to the northeast corner of Parcel 65-110-012, said corner being on the Antioch City Limits; thence along northerly, and westerly along said City of Antioch boundary to the point of beginning.

* * * * *

END OF DOCUMENT

3. Exception_04a_19990289937

17

OFFICE OF THE CITY CLERK



L. JOLENE MARTIN
City Clerk

Recording Requested by
and When Recorded Return to:

City Clerk
City of Antioch
P.O. Box 5007
Antioch, CA 94531-5007

CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 1999-0289937-00
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FRE \$0.00
Ttl Pd \$0.00 Nbr-0000710557
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**NOTICE OF ADOPTION OF AN AMENDMENT TO THE REDEVELOPMENT PLAN
FOR THE ANTIOCH REDEVELOPMENT PROJECT**

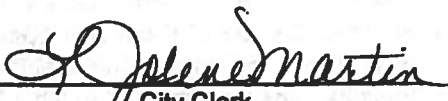
NOTICE IS HEREBY GIVEN that the City Council of the City of Antioch adopted Ordinance NO. 963-C-S and 964-C-S on October 26, 1999, approving and adopting the Amendment to the Redevelopment Plan for the Antioch Redevelopment Project.

A legal description of the boundaries of the Project Area is attached hereto as Exhibit A and incorporated herein by reference.

Proceeding for the redevelopment of the Project Area, as amended, have been instituted under the California Community Redevelopment Law (Health and Safety Code Section 3300 et seq.).

Filed for recordation with the County Recorder of Contra Costa County by order of the City Council of the City of Antioch, California.

Dated: October 29, 1999


City Clerk
City of Antioch

Attachment

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ORDINANCE NO. 963-C-S

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF ANTIOCH ESTABLISHING AND AMENDING
CERTAIN LIMITATIONS WITH RESPECT TO THE
REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT**

WHEREAS, the City Council of the City of Antioch (the "City Council") adopted Ordinance No. 290-C-S on July 15, 1975, approving and adopting the Redevelopment Plan (the "Redevelopment Plan") for the Antioch Redevelopment Project (the "Project"); and

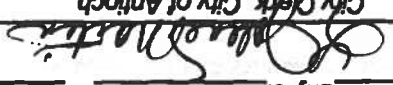
WHEREAS, on April 10, 1979, the City Council adopted Ordinance No. 398-C-S, approving and adopting an amendment to the Redevelopment Plan; and

WHEREAS, on November 12, 1986, the City Council adopted Ordinance No. 653-C-S, establishing certain limitations with respect to the Redevelopment Plan; and

WHEREAS, the Antioch Development Agency (the "Agency") has been designated as the official redevelopment agency in the City of Antioch to carry out the functions and requirements of the Community Redevelopment Law of the State of California (Health and Safety Code Section 33000 et seq.) and to implement the Redevelopment Plan; and

WHEREAS, Section 33333.6 of the Community Redevelopment Law requires that every redevelopment plan adopted on or before December 31, 1993, contain certain limitations: (1) if the plan contains the provisions set forth in Section 33670 of the Community Redevelopment Law ("tax increment authority"), a time limit on the establishing of loans, advances and indebtedness which shall not exceed 20 years from the adoption of the redevelopment plan or January 1, 2004, whichever is later; (2) a time limit on the effectiveness of the redevelopment plan which shall not exceed 40 years from the adoption of the redevelopment plan or January 1, 2009, whichever is later; and (3) a time limit on the repayment of indebtedness which shall not exceed 10 years from the termination of the effectiveness of the redevelopment plan; and

WHEREAS, Section 33333.6 further provides that a redevelopment plan adopted prior to January 1, 1994, may be amended by the legislative body by adoption of an

STATE OF CALIFORNIA
County of Contra Costa
City of Antioch
I, JoJene Martin, City Clerk in and for said City of Antioch, County of Contra Costa, State of California, do hereby certify under penalty of perjury that the hereto attached and foregoing paper is a full, true and correct copy of _____ Ordinance No. 963-C-5 now on file in this office of said city.
WITNESS, my hand, and Official Seal, this 29th day of October 19 99

City Clerk, City of Antioch
Contra Costa County, California
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ordinance on or after January 1, 1999, but on or before December 31, 1999, provided that the redevelopment plan as so amended does not exceed the terms provided in that section; and

WHEREAS, Ordinance No. 653-C-S established a time limit for incurring indebtedness that exceeds the maximum permitted by subdivision (a) of Health and Safety Code Section 33333.6 and, therefore, should be amended; and

WHEREAS, the Redevelopment Plan contains an ambiguous termination date for the Redevelopment Plan that should be clarified; and

WHEREAS, a time limit for repayment of indebtedness in accord with Health and Safety Code Section 33333.6 should be established;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANTIOCH DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. A new sentence is hereby added to the end of the last paragraph of subsection 1 of Section 1201 of the Redevelopment Plan to read as follows:

"The Agency shall not establish or incur loans, advances or indebtedness to finance, in whole or in part, the Project after January 1, 2004."

SECTION 2. The existing sentence in Section 406 of the Redevelopment Plan is hereby deleted and replaced by the following:

"Except for the nondiscrimination and nonsegregation provisions that shall run in perpetuity, the provisions of this Plan shall be effective, and the provisions of other documents formulated pursuant to this Plan may be made effective, for forty (40) years from the date of adoption of this Plan. Based upon the date of adoption of the Redevelopment Plan, the effectiveness of the Redevelopment Plan shall terminate on July 15, 2015."

SECTION 3. The Agency shall not pay indebtedness or receive property taxes pursuant to Health and Safety Code Section 33670 after ten (10) years from the termination of the effectiveness of the Redevelopment Plan, as established in Section 2 of this Ordinance. Based upon the termination date established in Section 2 of this Ordinance, the Agency shall not pay indebtedness or receive property taxes pursuant to Section 33670 after July 15, 2025.

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SECTION 4. Ordinance Nos. 290-C-S, 398-C-S and 653-C-S are continued in full force and effect as amended by this Ordinance.

SECTION 5. The City Clerk is hereby directed to send a certified copy of this Ordinance to the Agency.

SECTION 6. Severability. If any part of this Ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance, and this City Council hereby declares that it would have passed the remainder of this Ordinance if such invalid portion thereof had been deleted.

SECTION 7. Publication. The City Clerk is hereby ordered and directed to cause this Ordinance to be published once in *The Ledger Dispatch*, a newspaper of general circulation, published and circulated in the City of Antioch.

SECTION 8. This ordinance shall be in full force and effect thirty (30) days after its passage.

* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch, held on the 28th day of September, 1999, and passed and adopted at a regular meeting thereof, held on the 26th day of October, 1999.

AYES: Council Members Freitas, Soliz, Davis, and Mayor Rocha.

NOES: Council Member Sudario.

ABSENT: None.

s/ Mary Helen Rocha
MAYOR OF THE CITY OF ANTIOCH

ATTEST:

s/ L. Jolene Martin
CITY CLERK OF THE CITY OF ANTIOCH

STATE OF CALIFORNIA
County of Contra Costa

289937

City of Antioch

I L. Jolene Martin, City Clerk in and for said City of Antioch, County of Contra Costa, State of California, do hereby certify under penalty of perjury that the hereto attached and foregoing paper is a full, true and correct copy of Ordinance No. 964-C-S now on file in this office of said city.

WITNESS, my hand, and Official Seal, this 29th day of October 19 99



City Clerk, City of Antioch
Contra Costa County, California

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ORDINANCE NO. 964-C-S
AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF ANTIOCH, CALIFORNIA, AMENDING
ORDINANCE NOS. 290-C-S, 398-C-S, 653-C-S AND
TO THE REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT

WHEREAS, the City Council of the City of Antioch (the "City Council") adopted Ordinance No. 290-C-S on July 15, 1975, approving and adopting the Redevelopment Plan (the "Redevelopment Plan") for the Antioch Redevelopment Project (the "Project") and adopted Ordinance No. 398-C-S on April 10, 1979, Ordinance No. 653-C-S on November 12, 1986, and Ordinance No. 963-C-S, on October 26, 1999, amending the Redevelopment Plan; and

WHEREAS, the City Council has received from the Antioch Development Agency (the "Agency") a proposed amendment (the "Amendment") to the Redevelopment Plan, a copy of which is on file at the office of the Agency and at the office of the City Clerk, both at City Hall, Third and H Streets, Antioch, California, together with the Report of the Agency to the City Council on the proposed Amendment, including: (1) the reasons for amending the Redevelopment Plan; (2) the report and recommendations of the Planning Commission of the City of Antioch (the "Planning Commission"); and (3) the Negative Declaration; and

WHEREAS, the proposed Amendment would re-establish the time period within which the Agency can exercise its eminent domain authority and make certain other minor, technical amendments to bring the Redevelopment Plan into conformity with the current Community Redevelopment Law (Health and Safety Code Section 33000 et seq.); and

WHEREAS, by Resolution No. 99-19, adopted on August 18, 1999, the Planning Commission has reported that the Redevelopment Plan, as it is proposed to be amended by the Amendment, conforms to the General Plan of the City of Antioch and has recommended approval of the proposed Amendment; and

WHEREAS, a Negative Declaration was prepared on the proposed Amendment in accordance with the California Environmental Quality Act (Public Resources Code Section 21000 et seq.), the Guidelines for Implementation of the California

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Environmental Quality Act (14 Cal. Code Regs. Section 15000 et seq.), and environmental procedures adopted by the Agency pursuant thereto; and

WHEREAS, the Agency and the City Council have reviewed and considered the Negative Declaration on the proposed Amendment and have each approved the Negative Declaration; and

WHEREAS, the City Council and the Agency held a joint public hearing on September 28, 1999, on the adoption of the Amendment and approval of the Negative Declaration on the Amendment in the City Council Chambers, Third and H Streets, Antioch, California; and

WHEREAS, a notice of said hearing was duly and regularly published in *The Ledger Dispatch*, a newspaper of general circulation in the City of Antioch, once a week for three successive weeks prior to the date of said hearing, and a copy of said notice and affidavit of publication are on file with the City Clerk and the Agency; and

WHEREAS, copies of the notice of joint public hearing and a statement concerning acquisition of property by the Agency were mailed to the last known address of each assessee of each parcel of land in the Project Area, as shown on the last equalized assessment roll of the County of Contra Costa; and

WHEREAS, copies of the notice of joint public hearing were mailed to each business and resident in the Project Area; and

WHEREAS, copies of the notice of joint public hearing were mailed by certified mail with return receipt requested to the governing body of each taxing agency that receives taxes from property in the Project Area; and

WHEREAS, the City Council has considered the Report of the Agency, the report and recommendations of the Planning Commission, the proposed Amendment and the Negative Declaration; has provided an opportunity for all persons to be heard; and has received and considered all evidence and testimony presented for or against any and all aspects of the proposed Amendment;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANTIOCH DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The purpose and intent of the City Council with respect to the Amendment is to promote the full and effective implementation of the Redevelopment

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Plan for the Antioch Redevelopment Project by re-establishing, for an additional twelve (12) years, the Agency's power to acquire property by eminent domain. Implementation of the Redevelopment Plan will serve to eliminate blight and improve the physical and economic conditions in the Project Area.

SECTION 2. The City Council hereby finds and determines that:

(a) Remaining blight exists within the Project Area, the redevelopment of which is necessary to effectuate the public purposes in the Community Redevelopment Law. This finding is based upon the facts set forth in the Agency's Report to the City Council, particularly the descriptions of deterioration, stagnated or decreased property values, vacancy rates, low lease rates, asbestos and other blighting conditions.

(b) It is necessary and desirable to amend the Redevelopment Plan in the manner set forth in the proposed Amendment in order to carry out the redevelopment of the Project Area and make possible the achievement of the goals and objectives of the Redevelopment Plan. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that, without eminent domain authority, the Agency will not be able to assemble sites and eliminate remaining blight within the Project Area.

(c) The proposed Amendment will aid in the redevelopment of the Project Area in conformity with the Community Redevelopment Law and in the interests of the public peace, health, safety and welfare. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that implementation of the Redevelopment Plan will serve to eliminate remaining blight and improve physical and economic conditions in the Project Area and that eminent domain authority is necessary for the full and effective implementation of the Redevelopment Plan.

(d) The Redevelopment Plan, as it is proposed to be amended by the Amendment, is consistent with the General Plan of the City of Antioch. This finding is based upon the findings of the Planning Commission set forth in Resolution No. 99-19, adopted on August 18, 1999, a copy of which is included in the Agency's Report to the City Council.

(e) The carrying out of the Redevelopment Plan, as it is proposed to be amended by the Amendment, will promote the public peace, health, safety and welfare of the City of Antioch and will effectuate the purposes and policy of the

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Community Redevelopment Law. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that redevelopment, as contemplated by the Redevelopment Plan, will benefit the Project Area by authorizing the Agency to assemble sites for redevelopment to correct the significant blight remaining in the Project Area.

(f) The condemnation of real property within the Project Area, as provided for in the proposed Amendment, is necessary to the execution of the Redevelopment Plan, and adequate provisions have been made for the payment for property to be acquired as provided by law. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that, without eminent domain authority, certain sites within the Project Area could not be assembled for redevelopment. This finding is further based on the fact that, in connection with the acquisition of property by the Agency, the Agency will comply with all applicable provisions of the California Eminent Domain Law (Code of Civil Procedure Section 1230.010 et seq.) and the California Relocation and Real Property Acquisition Law (Government Code Section 7260 et seq.), including provisions requiring the payment of just compensation.

(g) The elimination of blight and the redevelopment of the Project Area could not reasonably be expected to be accomplished by private enterprise acting alone without the aid and assistance of the Agency. This finding is based upon the facts that, because of the higher costs and more significant risks associated with development of blighted areas, individual developers are unable and unwilling to invest in blighted areas without substantial public assistance; that funds of other public sources and programs are insufficient to eliminate the blighting conditions; and that, without the Agency's use of eminent domain, sites could not be assembled for redevelopment.

(h) The time limitation in the Redevelopment Plan regarding the Agency's eminent domain authority, as amended by the Amendment, is reasonably related to the proposed projects to be implemented in the Project Area and the ability of the Agency to eliminate blight within the Project Area. This finding is based upon the fact that Section 33333.4 of the Community Redevelopment Law provides that a time limit, not to exceed 12 years from the adoption of the Redevelopment Plan, may be established for commencement of eminent domain proceedings to acquire property within the Project Area and that said time limit may be extended by amendment of the Redevelopment Plan.

SECTION 3. In order to implement and facilitate the effectuation of the proposed Amendment, certain official actions must be taken by the City Council; accordingly, the

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City Council hereby: (a) pledges its cooperation in helping to carry out the Redevelopment Plan, as amended by the Amendment; (b) directs the various officials, departments, boards and agencies of the City of Antioch having administrative responsibilities in the Project Area likewise to cooperate to such end and to exercise their respective functions and powers in a manner consistent with the Redevelopment Plan, as amended by the Amendment; (c) stands ready to consider and take appropriate action on proposals and measures designed to effectuate the Redevelopment Plan, as amended by the Amendment; and (d) declares its intention to undertake and complete any proceedings, including the expenditure of moneys, necessary to be carried out by the City under the provisions of the Redevelopment Plan, as amended by the Amendment.

SECTION 4. The Council is satisfied that written objections, if any, received before or at the noticed public hearing have been responded to in writing. In addition, written findings have been adopted in response to each written objection, if any, of an affected property owner or taxing entity filed with the City Clerk either before or at the noticed public hearing.

SECTION 5. The Redevelopment Plan, as adopted and amended by Ordinance Nos. 290-C-S, 398-C-S, 653-C-S and 963-C-S, is hereby further amended as set forth in the "Amendment to the Redevelopment Plan for the Antioch Redevelopment Project," attached hereto. As so amended, the Redevelopment Plan is incorporated by reference herein. The Executive Director of the Agency is hereby authorized to combine the Redevelopment Plan, as amended by the Amendment, into a single document, and said document, when filed with the City Clerk and the Secretary of the Agency, shall constitute the official Redevelopment Plan for the Antioch Redevelopment Project.

SECTION 6. Ordinance Nos. 290-C-S, 398-C-S, 653-C-S and 963-C-S, are continued in full force and effect as amended by this Ordinance.

SECTION 7. The City Clerk is hereby directed to send a certified copy of this Ordinance to the Agency, and the Agency is hereby vested with the responsibility for carrying out the Redevelopment Plan, as amended by the Amendment.

SECTION 8. The City Clerk is hereby directed to record with the County Recorder of Contra Costa County a notice of the approval and adoption of the Amendment pursuant to this Ordinance, containing a statement that proceedings for the redevelopment of the Project Area pursuant to the Redevelopment Plan, as amended by the Amendment, have been instituted under the Community Redevelopment Law.

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SECTION 9. The City Clerk is hereby ordered and directed to certify to the passage of this Ordinance and to cause the same to be published once in *The Ledger Dispatch*, a newspaper of general circulation, published and circulated in the City of Antioch.

SECTION 10. If any part of this Ordinance, or the Amendment that it approves, is held to be invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance or of the Amendment, and this City Council hereby declares that it would have passed the remainder of the Ordinance, or approved the remainder of the Amendment, if such invalid portion thereof had been deleted.

SECTION 11. Effective Date. This Ordinance shall be in full force and effect thirty (30) days after its adoption.

* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch, held on the 28th day of September, 1999, and passed and adopted at a regular meeting thereof, held on the 26th day of October, 1999.

AYES: Council Members Freitas, Soliz, Davis, and Mayor Rocha.

NOES: Council Member Sudario.

ABSENT: None.

s/ Mary Helen Rocha
MAYOR OF THE CITY OF ANTIOCH

ATTEST:

s/ L. Jolene Martin
CITY CLERK OF THE CITY OF ANTIOCH

EXHIBIT "A"

PROJECT AREA
BOUNDARY DESCRIPTION

(BOOK 7581 PG 987)

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Beginning at the most northerly boundary corner of the City of Antioch; thence generally south along the West boundary to a point on the north line of State Highway 4 and its intersection with the east line of the Los Medanos Wasteway; thence southerly along said east line to the south line of Delta Fair Boulevard; thence easterly along said south line to the northwest corner of Parcel 74-123-04; thence southerly and easterly along the west and south boundaries of said parcel to the west line of Fairview Drive; thence southerly along said west line to the north line of Parcel 74-123-05; thence westerly along said north line to the north line of a 100 foot East Bay Municipal Utility District right-of-way; thence westerly along said north line to the east line of said Los Medanos Wasteway; thence southerly along said east line to the south line of Buchanan Road; thence easterly along said south line to the northwest corner of Parcel 75-010-07; thence southerly and easterly along south and west boundaries of said parcel to the center line of Somersville Road; thence southerly along said center line to a point on the southwest line of the Contra Costa Canal, said point being on the boundary of the City of Antioch; thence southerly, easterly, and northerly along said boundary to said southwest line of the Contra Costa Canal; thence northerly along said southwest line to the east line of Markley Creek; thence northeasterly along said east line to the west line of Parcel 76-030-068; thence southerly, easterly, and northerly along the west, south, and east boundary lines of said parcel to the east line of Markley Creek; thence northeasterly along said east line to the north line of Mahogany Way; thence westerly along said north line to the southwest corner of Parcel 74-370-008; thence northerly along the west line of said parcel to the south line of Sycamore Drive; thence easterly along said south line to the northeast corner of said Parcel 74-370-008; thence northerly across Sycamore Drive and along the east boundary of Parcel 74-370-004 to the south line of the Southern Pacific Railroad; thence easterly along the Southern Pacific Railroad to a point which is south of the southwest corner of Parcel 74-321-002; thence northwesterly along the south line of Fairview Terrace subdivision to the southeast corner of Parcel 74-180-003; thence along the southeast boundary of said parcel to the north line of West 18th Street; thence along said north line to the southeast corner of Parcel 74-171-003; thence along the west line of the Fairview Terrace subdivision to a point on the south line of Parcel 74-160-001; thence easterly along the north line of Parcel 74-160-008 and Parcel 74-334-027 to the northeast corner of said Parcel 74-334-027; thence north along the east line of Parcel 74-334-026 and Parcel 74-334-015 to the south line of 10th Street; thence easterly along the south line of 10th Street to the west line of Parcel 67-021-001; thence southerly and easterly along the boundary of said parcel and Parcel 67-021-002 and across "L" Street to the east line, thence south to the southwest corner of Parcel 67-022-002; thence easterly along the north line of Loma Lane to the east line of "H" Street; thence northerly to the northwest corner of Parcel 67-050-016; thence easterly to the east line of "G" Street; thence southerly to the southwest corner of Parcel 67-060-001; thence easterly and northerly along said boundary to the south line of 10th Street; thence westerly to a point which is south of the

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southeast corner of Parcel 66-207-014; thence northerly along the east line of Parcels 66-207-014 and 66-207-008 to the south line of 9th Street; thence west to the east line of "G" Street; thence northerly to the northwest corner of Parcel 66-203-014; thence westerly to the west line of "H" Street; thence southerly to the southeast corner of Parcel 66-205-008; thence westerly to the southeast corner of Parcel 66-217-007; thence along the boundary of said parcel northerly and westerly to the west line of "L" Street; thence southerly to the north line of 10th Street; thence westerly to the west line of "O" Street; thence northerly along "O" Street to the northeast corner of Parcel 74-130-043; thence westerly 150 feet; thence northerly to the south line of 6th Street; thence east to the east line of "M" Street; thence north to the south line of 4th Street; thence east to the east line of "L" Street; thence north to the northwest corner of Parcel 66-103-008; thence easterly to the southwest corner of Parcel 66-092-012; thence southerly to the south line of 3rd Street; thence easterly to the northeast corner of Parcel 66-107-009; thence south to the south line of Fourth Street; thence east to the northeast corner of Parcel 66-133-010; thence south to the southeast corner thereof; thence easterly to the east line of "I" Street to the west line of Parcel 66-141-006; thence southerly, easterly, and northerly along the west, south, and east boundary of said parcel to the northwest corner of parcel 66-141-005; thence easterly to the west line of "H" Street; thence southerly to the south line of 6th Street; thence easterly to the east line of "F" Street; thence northerly to the south line of 4th Street; thence easterly to the northeast corner of Parcel 66-144-009; thence northerly to the northwest corner of Parcel 66-057-004; thence easterly and along the north lines of Parcels 66-057-004, 66-057-003, 66-057-002, and 66-057-001 to the east line of "E" Street; thence northerly to the south line of 3rd Street; thence east to the west line of "C" Street; thence southerly to the south line of 4th Street; thence easterly to the west line of "B" Street; thence southerly to the south line of 6th Street; thence easterly to the northeast corner of Parcel 66-161-013; thence southerly to the north line of 8th Street; thence westerly to the southwest corner of Parcel 66-163-003; thence southerly to the north line of 9th Street; thence westerly to the west line of "B" Street; thence southerly to the north line of 10th Street; thence westerly to the southwest corner of Parcel 66-189-003; thence southerly and easterly along the boundary of Parcel 67-092-001, to the northeast corner of Parcel 67-092-003; thence southerly to the southeast corner of Parcel 67-093-016; thence westerly, southerly, and easterly along the north, west, and south boundary lines of Parcel 67-093-019 to the northwest corner of Parcel 67-102-067; thence southerly to the southwest corner of Parcel 67-102-052; thence easterly to the northeast corner of Parcel 67-102-007; thence southerly to the south side of 15th Street; thence easterly to the northeast corner of Parcel 67-103-026; thence southerly to the southeast corner thereof; thence southerly, easterly, southerly, and westerly along the eastern boundary lines of Parcel 67-103-017 to the northwest corner of Parcel 67-103-018; thence southerly to the south line of 17th Street; thence west and south along the boundary of Parcel 67-243-030 to the southwest corner thereof; thence westerly to the northwest corner of Parcel 67-243-006; thence southerly to the south line of 18th Street; thence westerly to the northwest corner of Parcel 67-246-008; thence southerly to the southwest corner thereof; thence westerly to the northeast corner of Parcel 67-262-002; thence southerly

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to the north line of 19th Street; thence westerly to the southwest corner of Parcel 67-261-004; thence northerly to the northwest corner thereof; thence westerly to the east line of "D" Street; thence southerly to the north line of 20th Street; thence easterly to the east line of "C" Street; thence northerly to the northwest corner of Parcel 67-263-004; thence easterly to the northeast corner of Parcel 67-263-001; thence southerly to the northwest corner of Parcel 67-251-010; thence easterly to the northeast corner of Parcel 67-251-009; thence southerly to the south line of 20th Street; thence easterly to the northeast corner of Parcel 67-252-007; thence southerly to the southeast corner thereof; thence westerly to the southwest corner of Parcel 67-252-001; thence northerly to the southeast corner of Parcel 67-266-007; thence westerly to the east line of "C" Street; thence north to the south line of 20th Street; thence westerly to the east line of "D" Street; thence southerly to the south line of Parcel 67-277-002; thence southeast to the northeast corner of Parcel 67-274-005; thence southerly to the south line of West Madill Street; thence easterly to the northwest corner of Parcel 67-275-023; thence southerly to the south line of Rossi Avenue; thence west, south, and east along the boundary line of Parcel 67-282-029 to the northwest corner of Parcel 67-232-026; thence southerly to the south line of Texas Street; thence easterly to the west line of "A" Street; thence southerly to the north line of Drake Street; thence easterly to the southeast corner of Parcel 63-142-019; thence westerly and northerly along the boundary of subdivision Sunset Gardens to the south line of Brian Ave; thence easterly to the point south of the southeast corner of Parcel 68-132-036; thence northerly to the northeast corner of said parcel; thence easterly, northerly, and westerly along the boundary of Parcel 68-132-033 to the southeast corner of Parcel 68-132-037; thence northerly to the northeast corner of Parcel 68-131-037; thence easterly and northerly along the south and east boundary of Parcel 68-131-031, to the south line of Southern Pacific Railroad; thence along said south line northwesterly to the east line of "A" Street; thence northerly to the south line of 19th Street; thence easterly to the point which is south of the southeast corner of Parcel 68-011-034; thence northerly along the east boundary lines of Parcels 68-011-034 and 68-011-001 to the south line of E. 18th Street; thence easterly to the west line of Evergreen Avenue; thence southerly to the point which is west of the southwest corner of Parcel 68-017-010; thence easterly to the southeast corner thereof; thence northerly to the south west corner of Parcel 68-041-002; thence easterly to the east line of Helmut Lane; thence northerly to the southwest corner of Parcel 68-041-011; thence easterly to the southeast corner of said parcel; thence southerly to the southwest corner of Parcel 68-041-013; thence easterly to the east line of Alpha Way; thence southerly to the southwest corner of Parcel 68-042-023; thence easterly to the southeast corner thereof; thence southerly to the southwest corner of Parcel 68-042-003; thence easterly to the east line of Crestwood Drive; thence northerly to the northwest corner of Parcel 68-043-011; thence easterly to the southeast corner of Parcel 68-046-034; thence northerly and easterly along the west and north boundary lines of Parcel 68-046-003 to the east line of Cavallo Road; thence north to the southwest corner of Parcel 68-051-015; thence easterly to the southeast corner of Parcel 68-051-019; thence southerly to the southwest corner of Parcel 68-051-042; thence easterly to the southwest corner of Parcel 68-051-024; thence northerly to the northwest

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corner of Parcel 68-051-037; thence easterly to the east line of Biglow Drive; thence northerly to the north line of E. 18th Street; thence easterly to the west line of Hillcrest Avenue; thence southerly along the west line of Hillcrest Avenue to a point which is west of the south west corner of Parcel 51-272-035; thence easterly and northerly along the south and east boundary of said parcel to the south line of E. 18th Street; thence easterly to the northeast corner of Parcel 51-272-006; thence southerly to the southeast corner of Parcel 51-242-005; thence westerly to the east line of Hillcrest Avenue, said line being the Antioch City Limits; thence along said Antioch City Limits line southerly, easterly, northerly, and westerly to the southeast corner of Parcel 51-263-019; thence westerly to the southwest corner of Parcel 51-265-035; thence westerly along the south lines of Parcels 51-120-022 and 51-120-023 to the southeast corner of Parcel 51-120-016; thence westerly to the east line of Hillcrest Avenue; thence northerly to a point which is east of the northeast corner of Parcel 65-262-024; thence westerly to the southeast corner of Parcel 65-262-027; thence westerly along the south line of Lake Alhambra subdivision to the southeast corner of Parcel 65-235-019; thence northerly to the south line of South Lake Drive; thence westerly to the west line of Alhambra Drive; thence southerly to the northeast corner of Parcel 65-142-023; thence along the boundary of said parcel westerly to the east line of Amber Drive; thence northerly to a point which is east of the southeast corner of Parcel 65-143-013; thence westerly to the southwest corner of Parcel 65-143-007; thence northerly to the north line of Amber Drive; thence westerly to the east line of Cavallo Road; thence northerly to a point which is east of the northeast corner of Parcel 65-151-037; thence westerly to the northwest corner thereof; thence southerly to the northeast corner of Parcel 65-151-002; thence westerly to the west line of Noia Avenue; thence southerly to the northeast corner of Parcel 65-152-043; thence westerly to the west line of Wisner Drive; thence northerly to the northeast corner of Parcel 65-152-027; thence westerly and southerly along the north and west lines of said parcel to the northeast corner of Parcel 65-161-001; thence westerly to the west line of Marie Avenue; thence northerly to the southeast corner of Parcel 65-164-012; thence westerly, northerly, and westerly along the boundary of Parcel 65-164-023 to the northwest corner thereof; thence northerly to the south line of East 16th Street; thence westerly to the northeast corner of Parcel 65-172-022; thence southerly to the southeast corner thereof; thence westerly to the north west corner of Parcel 65-172-027; thence southerly to the southeast corner of Parcel 65-172-007; thence westerly along the boundary lines of Parcels 65-172-024, 65-172-025, and 65-172-020 to the northwest corner of Parcel 65-172-028; thence northerly to the southeast corner of Parcel 65-183-009; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-007; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-006; thence westerly to the southwest corner of Parcel 65-183-004; thence northerly to the north line of East 16th Street; thence westerly to the southwest corner of Parcel 65-182-030; thence northerly to the northwest corner thereof; thence easterly to the southeast corner of Parcel 65-182-027; thence northerly to the northwest corner of Parcel 65-181-020; thence easterly to the southeast corner of Parcel 65-181-014; thence northerly and westerly along the east and north line of said parcel to the east line of "A" Street; thence northerly to the northwest corner of Parcel 65-181-018; thence easterly to the southeast

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corner of Parcel 65-075-002; thence northerly to the north line of E. 13th Street; thence easterly to the southeast corner of Parcel 65-071-009; thence northerly to the southeast corner of Parcel 65-064-005; thence westerly to "A" Street; thence northerly to the southwest corner of Parcel 65-061-008; thence easterly to the southeast corner thereof; thence northerly to the north line of Wilbur Avenue; thence easterly to the southeast corner of Parcel 66-164-007; thence northerly to the point on the south line of Parcel 66-164-010; thence westerly to the southwest corner of Parcel 66-164-013; thence northerly to the north line of 7th Street; thence easterly to the southeast corner of Parcel 66-162-008; thence northerly to a point on the south line of Parcel 66-162-011; thence easterly and northerly along the southerly and easterly boundaries of said parcel to the south line of 6th Street; thence northerly to the southeast corner of Parcel 66-032-018; thence northerly to the northeast corner thereof; thence easterly to the east line of the roadway described in Book 27 of Deeds at Page 475; thence southerly along the east line thereof to the northwest corner of Parcel 65-050-026; thence easterly to the northeast corner of Parcel 65-050-013; thence north, east, and south along the boundary of Parcel 65-050-006 to the northwest line of Parcel 65-050-005; thence easterly along the northerly and easterly property lines of Parcels 65-050-005, and 65-050-029, to the northeast corner of Parcel 65-050-029; thence southerly to the northerly most point of Parcel 65-050-017; thence southeasterly along the eastern boundary of said Parcel 65-050-017 to the north line of Wilbur Avenue; thence easterly along the north line of Wilbur Avenue to a point which is north of the west line of Marie Avenue; thence south to the south line of Wilbur Avenue, thence east to the northeast corner of Parcel 65-101-014; thence southerly to the northwest corner of Parcel 65-101-015; thence easterly to the northeast corner of Parcel 65-110-012, said corner being on the Antioch City Limits; thence along northerly, and westerly along said City of Antioch boundary to the point of beginning.

* * * * *

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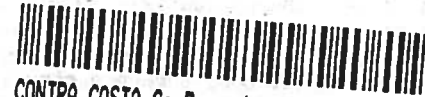
END OF DOCUMENT

4. Exception_04b_20070192911

6

RECORDED AT REQUEST OF
AND FOR THE BENEFIT OF:
CITY OF ANTIOCH

WHEN RECORDED MAIL TO:
L. Jolene Martin
City Clerk
P.O. Box 5007
Antioch, CA 94531-5007



CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2007-0192911-00

Check Number
Tuesday, JUL 03, 2007 14:32:00
FRE \$0.0011

Ttl Pd \$0.00

Nbr-0003770708
lee/R5/1-6

REVISED NOTICE OF ADOPTION OF THE
REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT AREA NO. 1

Recording Requested by
and When Recorded Return to:

L. Jolene Martin, City Clerk
City of Antioch
P.O. Box 5007
Antioch, Ca 94531-5007

Exempt from recording fees pursuant to
Government Code Section 27383

**ALL PROPERTY TO WHICH THIS NOTICE PERTAINS
IS LOCATED WITHIN THE ANTIOCH REDEVELOPMENT PROJECT AREA NO. 1**

**REVISED NOTICE OF ADOPTION OF THE
REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT AREA NO. 1**

NOTICE IS HEREBY GIVEN, in compliance with Section 33373(c) of the California Health and Safety Code which became effective January 1, 2007, that the City Council of the City of Antioch, California ("City Council") adopted Ordinance No. 290 C.S. on July 15, 1975, as amended, approving and adopting the Redevelopment Plan for the Antioch Project Area No. 1 (the "Redevelopment Plan"). The Antioch Development Agency ("Agency") is vested with the responsibility to carry out the Redevelopment Plan.

A legal description of the boundaries of Project Area No. 1 is attached hereto as Exhibit A and incorporated herein by reference and a copy of the Redevelopment Plan may be obtained from the Agency.

Proceedings for the redevelopment of Project Area No. 1, as contemplated by the Redevelopment Plan have been instituted under the California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*).

AGENCY'S EMINENT DOMAIN AUTHORITY. Sections 104, 105 and 701 of the Redevelopment Plan provides as follows:

When the Agency exercises its power of eminent domain, it shall be exercised within the following limitations:

The Redevelopment Plan may be amended by means of the procedures established in Section 33354.6 and/or Sections 33450-33458 of the Community Redevelopment Law or by any other procedure hereafter established by law; however, the Redevelopment Plan may not be

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amended to provide for the acquisition by eminent domain on any property zoned for residential uses as of the date the ordinance adopting the third amendment to the Plan becomes effective.

It is in the public interest and is necessary in order to eliminate the conditions requiring redevelopment and in order to execute this Plan for the power of eminent domain to be employed by the Agency to acquire real property in the Project Area which cannot be acquired by gift, devise, exchange, purchase, or any other lawful method. Eminent Domain proceedings, if used, must be commenced within twelve (12) years from the date the ordinance adopting the third amendment to the Plan becomes effective (or by October 26, 2011). This time limit for commencement of eminent domain proceedings may be extended only by amendment of the Plan.

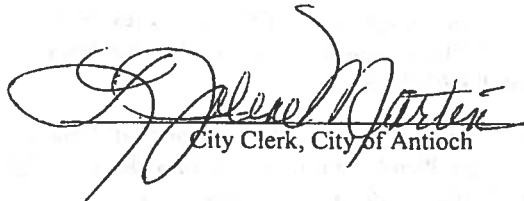
The Agency shall not acquire by eminent domain real property zoned for residential uses as of the date the ordinance adopting the third amendment to the Plan becomes effective.

It is the policy of the Agency to encourage the participation of property owners and businesses within the Project Area. Accordingly, the Agency has adopted Rules Governing Participation by, and the Extension of Reasonable Preferences to, Property Owners and Tenants in Project Area No. 1, which extend reasonable preferences to property owners and tenants in the Project Area, to participate in the redevelopment of the Project Area. The power of eminent domain shall not be exercised except in compliance with the rules and procedures set forth therein, as amended from time to time.

Generally, personal property shall not be acquired. However, where necessary in the execution of the Redevelopment Plan, the Agency is authorized to acquire personal property in the Project Area by any lawful means.

Filed for recordation with the County Recorder of Contra Costa County by order of the City Council of the City of Antioch, California.

Dated: June 21, 2007.


City Clerk, City of Antioch

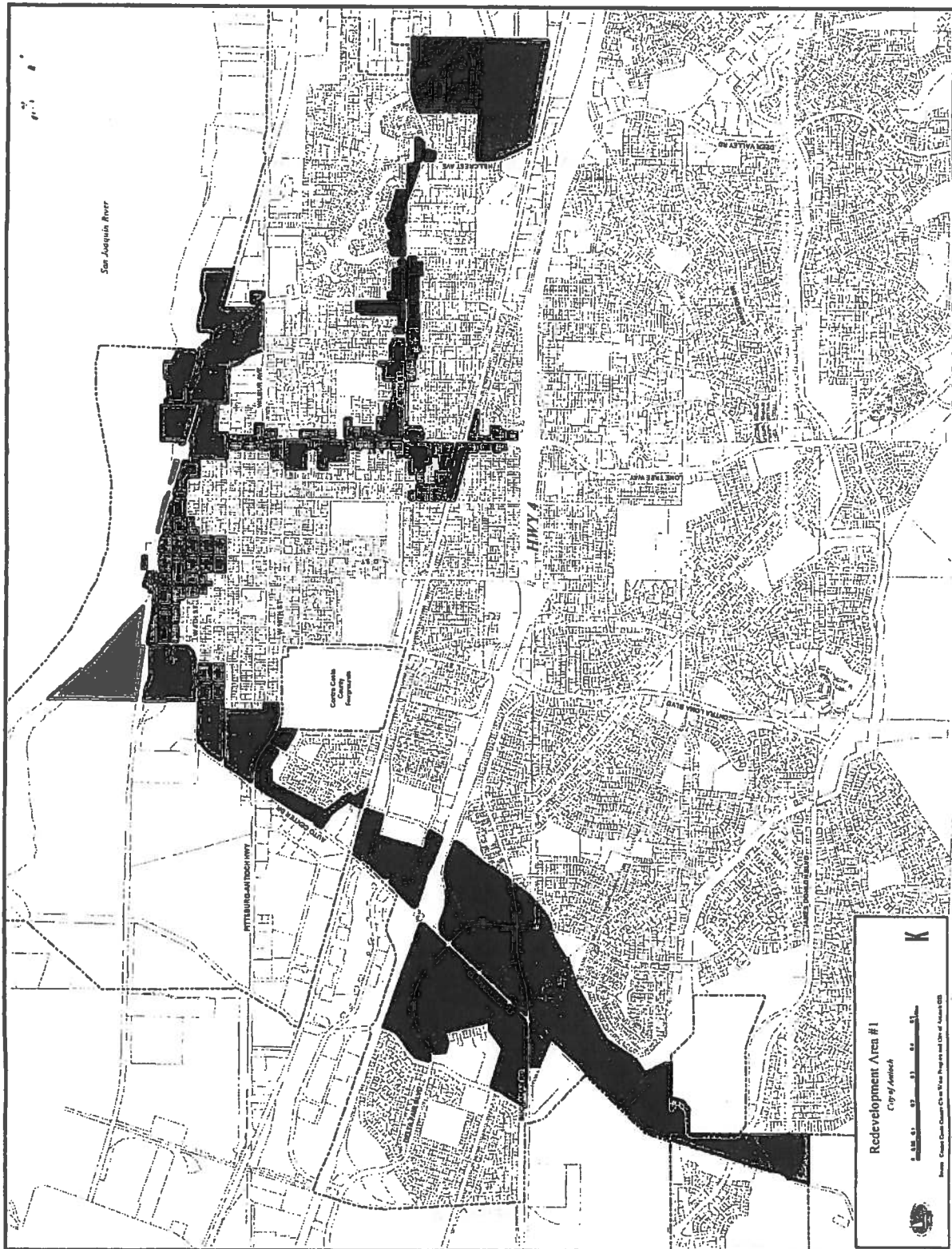
Attachment: Legal Description

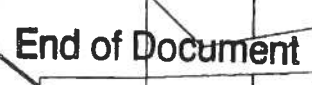
EXHIBIT A

LEGAL DESCRIPTION OF PROJECT AREA NO. 1

Exhibit A

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5. Exception_05_970140390

Recording Requested By:

Contra Costa County

Return To:

Board of Supervisors
651 Pine St., Room 106
Martinez, CA 94553

CONTRA COSTA Co Recorder's Office
STEPHEN L. WEIR, County Recorder

DOC - 97-0140390-00

Wednesday, AUG 06, 1997 11:04:40

FEE \$0.00!!

Ttl Pd \$0.00

Nbr-0000130675
lrc/R9/1-6

Document Title(s)

ORDINANCE NO. 97-30 REVISION OF EASTERN CONTRA COSTA SUB-REGIONAL
TRANSPORTATION MITIGATION FEES

97 140390

Ordinance No. 97 - 30
(Revision of Eastern Contra Costa Sub-Regional
Transportation Mitigation Fees)

The Board of Supervisors of Contra Costa County ordains as follows:

SECTION I. SUMMARY. This ordinance provides for the revision of fees to be used for bridge and major thoroughfare improvements within the Eastern Contra Costa Sub-Regional Transportation Mitigation Area of Benefit.

SECTION II. REPLACEMENT. Ordinance 94-54 shall be repealed and replaced by this ordinance.

SECTION III. AUTHORITY. This ordinance is enacted, in part, pursuant to Government Code Section 66484 and Division 913, Title 9, of the Contra Costa County Ordinance Code.

SECTION IV. NOTICE AND HEARING. This ordinance was adopted pursuant to the procedure set forth in Government Code Sections 65091, 66017(a) and 66484, and Division 913, Title 9 of the Contra Costa County Ordinance Code, and all required notices have been properly given and public hearings held.

SECTION V. FEE ADOPTION. The following revised fees are hereby adopted for the Eastern Contra Costa Sub-Regional Transportation Mitigation Area of Benefit to fund bridge and major thoroughfare improvements described in the Revised Development Program Report dated July 26, 1994 and in the Addendum to said Report dated July 22, 1997 on file with the Clerk of the Board, and shall be levied and collected pursuant to the above authorities:

Eastern Contra Costa Sub-Regional Transportation Mitigation Fees:

<u>Land Use</u>	<u>Fee</u>
Single Family (SF) Residential	\$4,903 per dwelling unit
Multi Family Residential	80% of SF rate (\$3923)
Commercial	\$0.55 per square foot of gross floor area
Office	\$0.57 per square foot of gross floor area
Industrial	\$0.30 per square foot of gross floor area
Other	\$4,903 per peak hour trip

The fee rate for the Bay Point area for single family units and for the "Other" category shall be \$1,206. The rate for multiple family units will be 80% (\$965) of the single family rate. The Commercial, Office and Industrial land use rates are the same as shown above.

97 140390

Fees shall be collected when building permits are issued in accordance with Section 913.4,204 of Title 9 of the Contra Costa County Ordinance Code.

The revised fees payable under this ordinance shall be in addition to fees payable for the following areas of benefit:

1. Bethel Island Regional Area of Benefit
2. Discovery Bay Area of Benefit
3. Oakley/North Brentwood Area of Benefit.
4. East County Regional Area of Benefit (This area of benefit includes the East County Sub-area, the Pittsburg/Antioch Sub-area and the Marsh Creek Sub-area.)
5. Bay Point Area of Benefit

However, where fees are payable for the Discovery Bay Area of Benefit, Oakley/North Brentwood Area of Benefit or East County Regional Area of Benefit, the portion thereof that is allocated to the State Route 4 Bypass shall be credited against the fees payable under this ordinance, as necessary to avoid double payment for the State Route 4 Bypass.

The following shall be exempt from the fees levied under this ordinance: (1) any developments required under conditions of approval to construct certain off-site road improvements in lieu of fee payment subject to approval of the East Contra Costa Regional Fee and Financing Authority; and (2) any unimproved subdivision lots for which fees paid for one of the above areas of benefit (Nos 1-5) were previously paid, prior to August 8, 1994, at the time of map recordation.

SECTION VI. FEE AREA. The revised fees set forth in this ordinance shall apply to all property described in Exhibit A attached hereto.

SECTION VII. SENIOR HOUSING. Nothing in this Ordinance shall be construed to abridge or to modify the Board's discretion, upon proper application for senior housing or congregate care facilities pursuant to Government Code Section 65915, to adjust or to waive the fees provided for within this ordinance, in accordance with the Eastern Contra Costa Regional Fee and Financing Authority policies.

SECTION VIII. PURPOSE AND USE OF FEES. The purpose of the fees described in this ordinance is to generate funds to finance improvements to certain bridges and major thoroughfares in the Eastern Contra Costa Sub-Regional Transportation Mitigation Area of Benefit. The fees will be used to finance the road improvements listed in the Revised Development Program Report dated July 26, 1994 and the Addendum to said Report dated July 22, 1997. As discussed in more detail in the Report and Addendum, there is a reasonable relationship between the fees and the types of development projects that are subject to the fees in that the development projects will generate additional traffic on bridges and major thoroughfares in the East County area, thus creating a need to expand, extend or improve existing bridges and major thoroughfares and a need to construct new bridges and major thoroughfares to mitigate adverse traffic and infrastructure impacts that would otherwise result from such development projects.

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SECTION IX. SEVERABILITY. If any fee or provision of this ordinance is held invalid or unenforceable by a court of competent jurisdiction, that holding shall not affect the validity or enforceability of the remaining fees or provisions, and the Board declares that it would have adopted each part of this ordinance irrespective of the validity of any other part.

SECTION X. REVIEW OF FEES. Project cost estimates shall be reviewed every year that this ordinance is in effect. The fee schedule shall be adjusted annually on January 1, to account for inflation using the Engineering News Record Construction Cost Index. Such adjustment shall not require further notice or public hearing.

SECTION XI. EFFECTIVE DATE. This ordinance shall become effective 60 days after passage. Within 15 days of passage, this ordinance shall be published once with the names of the Supervisors voting for and against it in the Brentwood News, Ledger Dispatch, and the Contra Costa Times, a newspaper of general circulation published in this County Pursuant to Section 913-6.026 of the Contra Costa County Ordinance Code, the Clerk of the Board shall promptly file a certified copy of this ordinance with the County Recorder.

SECTION XII. EXISTING FEE. The replacement of Ordinance 94-54 shall not affect any fees accrued thereunder prior to effective date of this ordinance, and such fees shall remain subject to payment and collection.

PASSED and ADOPTED on July 22, 1997 by the following vote:

AYES: Supervisors Rogers, Uilkema, Gerber, Canciamilla and DeSaulnier


NOES: None

ABSENT: None

ABSTAIN: None

Attest: Phil Batchelor, Clerk of
the Board of Supervisors and County
Administrator

By:


Deputy


Board Chair

J8:MM77w:sh
p/traaeng/97ordle/Esstem2.wpd
7/1/97

Boundary Description
East County Area of Benefit

97 140390

EXHIBIT "A"

The eastern portion of Contra Costa County, California, bounded on the north, east, and south by the boundary of said county, and bounded on the west by the following described line.

Beginning in Suisun Bay on the boundary of Contra Costa County at the northern prolongation of the west line of Section 5, Township 2 North, Range 1 West, Mount Diablo Meridian; thence from the Point of Beginning, along said prolongation and west lines of Sections 5 and 8 (T2N, R1W), southerly 14,225 feet, more or less, to the west quarter corner of said Section 8; thence along the midsection line of Section 8, easterly 5,280.08 feet, more or less, to the east quarter corner of said Section 8; thence along the east lines of Sections 8 and 17 (T2N, R1W), southerly 6,430 feet, more or less, to the southwest corner of PARCEL "A" of Subdivision MS 9-05 filed January 20, 1984 in Book 109 at page 10, Parcel Maps of said county, also being an angle point on the boundary of "CONCORD NAVAL WEAPONS STATION ANNEXATION" to the City of Concord certified November 1, 1986; thence along said annexation boundary as follows: (1) southeasterly 8,670.76 feet to the north line of Section 27 (T2N, R1W), (2) southeasterly 10,641.44 feet, (3) southerly 3,015.62 feet, (4) southerly 1,478.05 feet, and (5) southwesterly 817.33 feet to the south line of U.S.A. Explosive Safety Zone recorded December 27, 1977 in Volume 8545 at page 682, Official Records of said county, and shown on the Record of Survey filed January 6, 1985 in Book 76 at page 12, Licensed Surveyors Maps of said county; thence leaving said annexation boundary and following the boundary of said safety zone (also being the boundary of "BRINTON ANNEXATION" to the City of Concord certified July 15, 1987) as follows: (1) easterly 1,398.01 feet, (2) easterly 660.00 feet, (3) northerly 646.64 feet and (4) easterly 659.60 feet, to the west line of Section 1 (T1N, R1W); thence leaving the boundary of said safety zone, along said west line, southerly 2,582 feet, more or less, to the southeast corner of "BRINTON ANNEXATION" on the north right of way line of Kirker Pass Road (also being the northeast corner of "BERNSTEIN ANNEXATION" to the City of Concord certified March 29, 1972); thence continuing along the west line of Section 1 (also being the east line of "BERNSTEIN ANNEXATION"), southerly 2,300 feet, more or less, to the southwest corner of said Section 1 on the north line of "OAKHURST COUNTRY CLUB AREA ANNEXATION" to the City of Clayton certified November 30, 1997; thence leaving the boundary of the City of Concord and following the boundary of said City of Clayton annexation as follows: (1) along the south line of Section 1, easterly 5,254.46 feet, to the northeast corner of Section 12 (T1N, R1W) on Mount Diablo Meridian, (2) along said meridian, southerly 10,353.95 feet, to the northeast corner of Section 24 (T1N, R1W), (3) along the north line of Section 24, westerly 1,495.17 feet, to the northeast right of way line of Marsh Creek Road shown on the Record of Survey filed September 29, 1966 in Book 45 of Licensed Surveyors Maps at page 2, (4) along said right of way line in a general southeasterly direction 1,526.21 feet to Mount Diablo Meridian, and (5) along said meridian, southerly 936.04 feet, to the most southeastern corner of said annexation; thence leaving said annexation boundary, continuing along said meridian, southerly 72.75 feet, to the northwest corner of "OAKWOOD ANNEXATION" to the City of Clayton certified August 16, 1990; thence along the boundary of "OAKWOOD ANNEXATION" (also being the boundary of Subdivision 7259 "Oakwood" filed December 12, 1990 in Book 354 of Maps at page 5) as follows: (1) easterly 339.92

97 140390

feet, (2) in a general northeasterly direction 339.14 feet, (3) in a general southerly direction 610.45 feet, (4) southwesterly 632.77 feet, and (5) westerly 215.95 feet to the southwest corner of "OAKWOOD ANNEXATION" on Mount Diablo Meridian; thence leaving said annexation boundary, along said meridian, southerly 13,854.07 feet, to National Geodetic Survey Station "Mount Diablo;" thence continuing along said meridian, southerly 15,640 feet, more or less, to the southwest corner of Section 18 (T1S, R1E); thence along the south lines of Sections 18, 17, 16, 15 and 14 (T1S, R1E), easterly 26,373 feet, more or less, to the northwest corner of Section 24 (T1S, R1E); thence along the west lines of Sections 24 and 25 (T1S, R1E), southerly 10,550 feet, more or less, to the southwest corner of said Section 25; thence along the south line of Section 25 (T1S, R1E) and the south line of Section 30 (T1S, R2E), easterly 8,575 feet, more or less, to the southwest right of way line of Morgan Territory Road shown on the map of Subdivision MS 18-86 filed February 28, 1992 in Book 157 of Parcel Maps at page 43; thence along said southwest line in a general southeasterly direction 886 feet, more or less, to the southwestern prolongation of the northwest line of Subdivision MS 31-78 filed December 31, 1980 in Book 91 of Parcel Maps at page 44; thence along said prolongation and northwest line, northeasterly 2,255.06 feet, to the west line of Section 29 (T1S, R2E); thence along said west line, southerly 1,020.02 feet, to the southwest corner of Section 29; thence along the south lines of Sections 29 and 28 (T1S, R2E), easterly 10,560 feet, more or less, to the northwest corner of Section 34, (T1S, R2E); thence along the west line of Section 34 (T1S, R2E) and the west lines of Sections 3 and 10 (T2S, R2E), southerly 14,580 feet, more or less, to the boundary of Contra Costa County.

EXCLUDING THEREFROM:

1. Those portions lying within the boundaries of incorporated cities
2. The sphere of influence for the City of Clayton as adopted by the Local Agency Formation Commission and as shown in Exhibit I-4, page I-9 of the Clayton General Plan adopted July 17, 1985.

LH:jgr/bl
clx:ECounty.AQB
3/31/94
4/18/94

END OF DOCUMENT

6. Exception_06_970140391

Recording Requested By:

Contra Costa County

Return To:

Board of Supervisors
651 Pine St., Room 106
Martinez, CA 94553

CONTRA COSTA Co Recorder's Office
STEPHEN L. WEIR, County Recorder

DOC - 97-0140391-00

Wednesday, AUG 06, 1997 11:04:48

FRZ \$0.0011

Ttl Pd \$0.00

Nbr-0000130076

1xc/R9/1-6

Document Title(s)

ORDINANCE NO. 97-29 URGENCY MEASURE FOR INTERIM AUTHORIZATION TO
REVISE EASTERN CONTRA COSTA SUB-REGIONAL TRANSPORTATION
MITIGATION FEES

97 140391

Ordinance No. 97-29

**(Urgency Measure for Interim Authorization to Revise Eastern
Contra Costa Sub-Regional Transportation Mitigation Fees)**

The Board of Supervisors of Contra Costa County ordains as follows:

SECTION I. SUMMARY. This ordinance provides for the adoption of an urgency measure as an interim authorization for fees to be used for bridge and major thoroughfare improvements within the Eastern Contra Costa Sub-Regional Transportation Mitigation Area of Benefit, which improvements are needed to protect the public health, safety and welfare.

SECTION II. FINDINGS. The Board finds that

Highway 4, which runs between Bay Point and Discovery Bay, is the major regional access route within the above-named area of benefit. Highway 4 is currently inadequate in capacity to serve present and anticipated traffic generated by development within the Cities of Pittsburg, Antioch and Brentwood, as well as the unincorporated areas of East County. As a result, Highway 4 is now experiencing travel delays and traffic congestion of increasing severity.

To adequately handle present and anticipated traffic within the East County area, and to provide congestion relief on Highway 4, it has been proposed to improve Highway 4 between Bailey Road and Antioch, to construct a new access route known as the State route 4 Bypass between Antioch and Brentwood, and to construct the Buchanan Bypass south of Pittsburg.

There is an urgent need for interim fees as the inadequacy of the transportation infrastructure within the above-named area of benefit caused significant congestion, delay and economic loss to the entire East County region. The resulting stressful driving conditions and reduction in air quality are adverse factors affecting the public health, safety and welfare.

Residential, commercial and other construction activity is increasing in the East County area and is expected to remain strong in the near future. The corresponding increase in traffic along Highway 4 and connecting streets will further reduce the quality of travel throughout the entire East County area.

Failure to adopt the interim fees at this time will result in loss of potential revenues as residential and commercial projects are built without having to contribute their fair share to the proposed improvements. The ability to finance construction of necessary bridge and major thoroughfare improvements within the East County area is detrimental to the public health, safety and welfare.

SECTION III. REPLACEMENT. Ordinance 94-54 shall be repealed and replaced by this ordinance.

SECTION III. AUTHORITY. This ordinance is enacted, in part, pursuant to Government Code Sections 66017 (b) and 66484 and Division 913, Title 8, of the Contra Costa County Ordinance Code.

SECTION IV. NOTICE AND HEARING. This ordinance was adopted pursuant to the procedure set forth in Government Code Section 66017 (b).

97 140391

SECTION V. FEE ADOPTION. The following interim fees are hereby adopted for the Eastern Contra Costa Sub-Regional Transportation Mitigation Area of Benefit to fund the bridges and major thoroughfare improvements described in the Revised Development Program Report dated July 26, 1994 and in the Addendum to said Report dated July 22, 1997 on file with the Clerk of the Board, and shall be levied and collected pursuant to the above authorities.

Eastern Contra Costa Sub-Regional Transportation Mitigation Fees:

<u>Land Use</u>	<u>Fees</u>
Single Family (SF) Residential	\$4,903 per dwelling unit
Multi Family Residential	80% of SF rate (\$3923)
Commercial	\$0.55 per square foot of gross floor area
Office	\$0.57 per square foot of gross floor area
Industrial	\$0.30 per square foot of gross floor area
Other	\$4,903 per peak hour trip

The fee rate for the Bay Point area for single family units and for the "Other" category shall be \$1,206. The rate for multiple family units will be 80% (\$965) of the single family rate. The Commercial, Office and Industrial land use rates are the same as shown above.

Fees shall be collected when building permits are issued in accordance with Section 913-4.204 of Title 9 of the Contra Costa County Ordinance Code.

The interim fees payable under this ordinance shall be in addition to fees payable for the following areas of benefit:

1. Bethel Island Regional Area of Benefit
2. Discovery Bay Area of Benefit
3. Oakley/North Brentwood Area of Benefit
4. East County Regional Area of Benefit (This area of benefit includes the East County Sub-area, the Pittsburg/Antioch Sub-area and the Marsh Creek Sub-area.)
5. Bay Point Area of Benefit

However, where fees are payable for the Discovery Bay Area of Benefit, Oakley/North Brentwood Area of Benefit or East County Regional Area of Benefit, the portion thereof that is allocated to the State Route 4 Bypass shall be credited against the fees payable under this ordinance, as necessary to avoid double payment for the State Route 4 Bypass.

The following shall be exempt from the fees levied under this ordinance: (1) any developments required under conditions of approval to construct certain off-site road improvements in lieu of fee payment subject to approval of the Eastern Contra Costa Regional Fee and Financing Authority, and (2) any unimproved subdivision lots for which fees paid for one of the above areas of benefit were previously paid, prior to August 8, 1994, at the time of map recordation.

SECTION VI. FEE AREA. The interim fees set forth in this ordinance shall apply to all property described in Exhibit A attached hereto.

- 2 -

Ordinance No. 97-29

97 140391

SECTION VII. SENIOR HOUSING. Nothing in this Ordinance shall be construed to abridge or modify the Board's discretion, upon proper application for senior housing or congregate care facilities pursuant to Government Code Section 65915, to adjust or waive the fees provided for within this ordinance, in accordance with Eastern Contra Costa Regional Fee and Financing Authority policies

SECTION VIII. PURPOSE AND USE OF FEES. The purpose of the fees described in this ordinance is to generate funds to finance improvements to certain bridges and major thoroughfares in the Eastern Contra Costa Sub-Regional Transportation Mitigation Area of Benefit. The fees will be used to finance the road improvements listed in the Revised Development Program Report. As discussed in more detail in the Report, there is a reasonable relationship between the fees and the types of development projects that are subject to the fees in that the development projects will generate additional traffic on bridges and major thoroughfares in the East County area, thus creating a need to expand, extend or improve existing bridges and major thoroughfares and a need to construct new bridges and major thoroughfares to mitigate adverse traffic and infrastructure impacts that would otherwise result from such development projects.

SECTION IX. SEVERABILITY. If any fee or provision of this ordinance is held invalid or unenforceable by a court of competent jurisdiction, that holding shall not affect the validity or enforceability of the remaining fees or provisions, and the Board declares that it would have adopted each part of this ordinance irrespective of the validity of any other part.

SECTION X. EFFECTIVE DATE. This ordinance shall become effective immediately after passage, and shall be operative for thirty days, after which time it may be extended. Within 15 days of passage, this ordinance shall be published once with the names of the Supervisors voting for and against it in the Brentwood News, Ledger Dispatch and the Contra Costa Times, a newspaper of general circulation published in this County. Pursuant to Section 913-6.026 of the Contra Costa County Ordinance Code, the Clerk of the Board shall promptly file a certified copy of this ordinance with the County Recorder.

PASSED and ADOPTED on July 22, 1997 by the following vote:

AYES: Supervisors Rogers, Wilkema, Gerber, Canciamilla, DeSaulnier

NOES: None

ABSENT: None

ABSTAIN: None

Attest: Phil Batchelor, Clerk of
the Board of Supervisors and County
Administrator

By:  Deputy

 Board Chair

JB MW:mrh
g:\trans\97\ordie\Eastern.wpd
7/27/97

- 3 -

Ordinance No. 97- 29

97 140391

Boundary Description
East County Area of Benefit

EXHIBIT "A"

The eastern portion of Contra Costa County, California, bounded on the north, east, and south by the boundary of said county, and bounded on the west by the following described line:

Beginning in Suisun Bay on the boundary of Contra Costa County at the northern prolongation of the west line of Section 5, Township 2 North, Range 1 West, Mount Diablo Meridian; thence from the Point of Beginning, along said prolongation and west lines of Sections 5 and 8 (T2N, R1W), southerly 14,225 feet, more or less, to the west quarter corner of said Section 8; thence along the midsection line of Section 8, easterly 5,280.06 feet, more or less, to the east quarter corner of said Section 8; thence along the east lines of Sections 6 and 17 (T2N, R1W), southerly 6,430 feet, more or less, to the southwest corner of PARCEL "A" of Subdivision MS 9-83 filed January 20, 1984 in Book 109 at page 10, Parcel Maps of said county, also being an angle point on the boundary of "CONCORD NAVAL WEAPONS STATION ANNEXATION" to the City of Concord certified November 1, 1966; thence along said annexation boundary as follows: (1) southeasterly 8,670.76 feet to the north line of Section 27 (T2N, R1W), (2) southeasterly 10,641.44 feet, (3) southerly 3,015.62 feet, (4) southerly 1,478.05 feet, and (5) southwesterly 817.33 feet to the south line of U.S.A. Explosive Safety Zone recorded December 27, 1977 in Volume 8645 at page 682, Official Records of said county, and shown on the Record of Survey filed January 8, 1985 in Book 76 at page 12, Licensed Surveyors Maps of said county; thence leaving said annexation boundary and following the boundary of said safety zone (also being the boundary of "BRINTON ANNEXATION" to the City of Concord certified July 15, 1987) as follows: (1) easterly 1,398.01 feet, (2) easterly 660.00 feet, (3) northerly 646.64 feet and (4) easterly 659.60 feet, to the west line of Section 1 (T1N, R1W); thence leaving the boundary of said safety zone, along said west line, southerly 2,582 feet, more or less, to the southeast corner of "BRINTON ANNEXATION" on the north right of way line of Kirker Pass Road (also being the northeast corner of "BERNSTEIN ANNEXATION" to the City of Concord certified March 29, 1972); thence continuing along the west line of Section 1 (also being the east line of "BERNSTEIN ANNEXATION"), southerly 2,300 feet, more or less, to the southwest corner of said Section 1 on the north line of "OAKHURST COUNTRY CLUB AREA ANNEXATION" to the City of Clayton certified November 30, 1987; thence leaving the boundary of the City of Concord and following the boundary of said City of Clayton annexation as follows: (1) along the south line of Section 1, easterly 5,254.46 feet, to the northeast corner of Section 12 (T1N, R1W) on Mount Diablo Meridian, (2) along said meridian, southerly 10,353.95 feet, to the northeast corner of Section 24 (T1N, R1W), (3) along the north line of Section 24, westerly 1,406.17 feet, to the northeast right of way line of Marsh Creek Road shown on the Record of Survey filed September 29, 1966 in Book 45 of Licensed Surveyors Maps at page 2, (4) along said right of way line in a general southeasterly direction 1,526.21 feet to Mount Diablo Meridian, and (5) along said meridian, southerly 936.04 feet, to the most southeastern corner of said annexation; thence leaving said annexation boundary, continuing along said meridian, southerly 72.75 feet, to the northwest corner of "OAKWOOD ANNEXATION" to the City of Clayton certified August 16, 1990; thence along the boundary of "OAKWOOD ANNEXATION" (also being the boundary of Subdivision 7259 "Oakwood" filed December 12, 1990 in Book 354 of Maps at page 5) as follows: (1) easterly 339.92

37 140391

feet, (2) in a general northeasterly direction 339.14 feet, (3) in a general southerly direction 618.41 feet, (4) southwesterly 632.77 feet, and (5) westerly 215.95 feet to the southwest corner of "OAKWOOD ANNEXATION" on Mount Diablo Meridian; thence leaving said annexation boundary along said meridian, southerly 13,854.07 feet, to National Geodetic Survey Station "Mount Diablo;" thence continuing along said meridian, southerly 15,840 feet, more or less, to the southwest corner of Section 18 (T1S, R1E); thence along the south lines of Sections 18, 17, 16, 15 and 14 (T1S, R1E), easterly 28,373 feet, more or less, to the northwest corner of Section 24 (T1S, R1E); thence along the west lines of Sections 24 and 25 (T1S, R1E), southerly 10,560 feet, more or less, to the southwest corner of said Section 25; thence along the south line of Section 25 (T1S, R1E) and the south line of Section 30 (T1S, R2E), easterly 8,575 feet, more or less, to the southwest right of way line of Morgan Territory Road shown on the map of Subdivision MS 18-86 filed February 29, 1992 in Book 157 of Parcel Maps at page 43; thence along said southwest line in a general southeasterly direction 686 feet, more or less, to the southwestern prolongation of the northwest line of Subdivision MS 31-78 filed December 31, 1980 in Book 81 of Parcel Maps at page 44; thence along said prolongation and northwest line, northeasterly 2,255.06 feet, to the west line of Section 29 (T1S, R2E); thence along said west line, southerly 1,020.02 feet, to the southwest corner of Section 29; thence along the south lines of Sections 29 and 28 (T1S, R2E), easterly 10,560 feet, more or less, to the northwest corner of Section 34, (T1S, R2E); thence along the west line of Section 34 (T1S, R2E) and the west lines of Sections 3 and 10 (T2S, R2E), southerly 14,960 feet, more or less, to the boundary of Contra Costa County.

EXCLUDING THEREFROM:

1. Those portions lying within the boundaries of incorporated cities.
2. The sphere of influence for the City of Clayton as adopted by the Local Agency Formation Commission and as shown in Exhibit I-4, page I-9 of the Clayton General Plan adopted July 17, 1985.

LH:jgr:bt
alex:ECOUNTY.AOB
3/31/94
4/18/94

END OF DOCUMENT

7. Exception_07_970148355

Recording Requested by:

Contra Costa County

Return To:

Board of Supervisors
651 Pine St., Room 106
Martinez, CA 94553

CONTRA COSTA Co Recorder's Office
STEPHEN L. WEIR, County Recorder

DOC - 97-0148355-00

Monday, AUG 18, 1997 13:48:59

FEE \$0.00

Ttl Pd \$0.00

Mar-0000139722

lrc/R9/1-B

Document Title(s)

Resolution and Ordinance to Extend the Urgency Ordinance for the
Eastern Contra Costa Sub-Regional Transportation Mitigation Fee Program

97 148355 4.10
97 118355

TO: BOARD OF SUPERVISORS
FROM: J. MICHAEL WALFORD, PUBLIC WORKS DIRECTOR
DATE: August 12, 1997
SUBJECT: Extend Urgency Ordinance for the Eastern Contra Costa Sub-Regional Transportation Mitigation Fee Program
Project No.: 0678-SP4075

RESOLUTION NO: 97445

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

I. Recommended Action:

A. It is recommended that the Board act on the following by ordinance:

1. EXTEND the interim authorization of road fees an additional 30 days until permanent fees for the Eastern Contra Costa Sub-Regional Transportation Mitigation Program become effective.
2. DIRECT the Clerk of the Board of Supervisors to record a certified copy of this Board Order with the County Recorder.

Continued on Attachment: X SIGNATURE: Howell

RECOMMENDATION OF COUNTY ADMINISTRATOR
RECOMMENDATION OF BOARD COMMITTEE
APPROVE OTHER

SIGNATURE(S):

ACTION OF BOARD ON August 12, 1997 APPROVED AS RECOMMENDED / OTHER

VOTE OF SUPERVISORS

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

NW:mrsh
g:transeng/bos7/FeeUrg1.wpd

Orig. City: Public Works (75)
Contact: Nancy Wain, Tel. 313-2275
c: Auditor/Controller
Community Development/J. Slusher
Treasurer/Tax Collector
Public Works Accounting
Public Works Design/J. Fralini

I hereby certify that this is a true and correct copy of
the action taken and entered on the minutes of the
Board of Supervisors on the date shown.
Attest: August 12, 1997
Paul SATCHELSON, Clerk of the Board
of Supervisors and County Administrator

Shirley Coillard Deputy

97 148355

Extend urgency Ordinance for the Eastern Contra Costa Sub-Regional Transportation Mitigation Fee Program.

August 12, 1997

Page 2

II. Financial Impact:

The extension of the interim authorization to adopt road fees will result in the collection of potential revenues from new developments for improvements described funded by the Eastern Contra Costa Sub-Regional Transportation Mitigation Fee Program. There will be no impact to the General Fund.

III. Reasons for Recommendations and Background:

On April 19, 1994 the Board of Supervisors adopted Resolution 94-45 approving the Eastern Contra Costa Sub-Regional Mitigation Fee Program. On July 26, 1994 the fee program was revised to minimize the impact on developers during the slow economic period that existed at the time. The Board adopted Ordinance No. 94-54 which included a phasing schedule for all residential land use categories to allow developments to adjust and plan for the increase in the fee. A key element of the phased schedule was that the fee should be increased at the end of the three year period to make the program "whole". That is, it was planned that the fee would be revised after July 26, 1997 to recoup revenue lost during the three year period in which the fee was phased.

On July 22, 1997 the Board approved the revision in the Eastern Contra Costa Sub-Regional Transportation Mitigation Fee Schedule to make the program whole. In conformance with Government Code Section 65962 the fees adopted at that time will be effective on September 19, 1997 (60 days after the adoption of the fee). Thus the Board adopted an urgency measure as an interim authorization for fees to be collected immediately. Pursuant to Government Code Section 65962, the authorization to adopt road fees is required so that potential revenues are not lost during the time remaining before the revision in the fee schedule goes into effect. In the event of Board concurrence in staff recommendation, a draft ordinance is attached for appropriate action by the Board.

IV. Consequences of Negative Action:

Failure to extend the interim authorization to adopt road fees will result in a loss of potential revenues during the time remaining before the area of benefit fees go into effect.

97 148355 C.10

Ordinance No. 97 - 34

(Urgency Measure for Interim Authorization to Revise Eastern Contra Costa Sub-Regional Transportation Mitigation Fees)

The Board of Supervisors of Contra Costa County ordains as follows:

SECTION I. SUMMARY. This ordinance provides for the adoption of an urgency measure as an interim authorization for fees to be used for bridge and major thoroughfare improvements within the Eastern Contra Costa Sub-Regional Transportation Mitigation Area of Benefit, which improvements are needed to protect the public health, safety and welfare.

SECTION II. FINDINGS. The Board finds that:

Highway 4, which runs between Bay Point and Discovery Bay, is the major regional access route within the above-named area of benefit. Highway 4 is currently inadequate in capacity to serve present and anticipated traffic generated by development within the Cities of Pittsburg, Antioch and Brentwood, as well as the unincorporated areas of East County. As a result, Highway 4 is now experiencing travel delays and traffic congestion of increasing severity.

To adequately handle present and anticipated traffic within the East County area, and to provide congestion relief on Highway 4, it has been proposed to improve Highway 4 between Bailey Road and Antioch, to construct a new access route known as the State route 4 Bypass between Antioch and Brentwood, and to construct the Buchanan Bypass south of Pittsburg.

There is an urgent need for interim fees as the inadequacy of the transportation infrastructure within the above-named area of benefit caused significant congestion, delay and economic loss to the entire East County region. The resulting stressful driving conditions and reduction in air quality are adverse factors affecting the public health, safety and welfare.

Residential, commercial and other construction activity is increasing in the East County area and is expected to remain strong in the near future. The corresponding increase in traffic along Highway 4 and connecting streets will further reduce the quality of travel throughout the entire East County area.

Failure to adopt the interim fees at this time will result in loss of potential revenues as residential and commercial projects are built without having to contribute their fair share to the proposed improvements. The ability to finance construction of necessary bridge and major thoroughfare improvements within the East County area is detrimental to the public health, safety and welfare.

SECTION III. EXTENSION. The interim authorization for collection of road fees (Ordinance No. 97-29, due to expire August 20, 1997), is hereby extended an additional 30 days (i.e. until September 19, 1997), at which time the interim authorization expires, unless further extended.

SECTION IV. AUTHORITY. This ordinance is enacted, in part, pursuant to Government Code Section 66484 and Division 913, Title 9, of the Contra Costa County Ordinance Code

SECTION V. PROCEDURE. This ordinance was adopted pursuant to the procedure set forth in Government Code Section 65962(c).

97 118355

SECTION VI. FEE ADOPTION. The following interim fees are hereby adopted for the Eastern Contra Costa Sub-Regional Transportation Mitigation Area of Benefit to fund the bridge and major thoroughfare improvements described in the Revised Development Program Report dated July 26, 1994 and in the Addendum to said Report dated July 22, 1997 on file with the Clerk of the Board, and shall be levied and collected pursuant to the above authorities:

Eastern Contra Costa Sub-Regional Transportation Mitigation Fees:

Land Use	Fee
Single Family (SF) Residential	\$4,903 per dwelling unit
Multi Family Residential	80% of SF rate (\$3923)
Commercial	\$0.55 per square foot of gross floor area
Office	\$0.57 per square foot of gross floor area
Industrial	\$0.30 per square foot of gross floor area
Other	\$4,903 per peak hour trip

The fee rate for the Bay Point area for single family units and for the "Other" category shall be \$1,206. The rate for multiple family units will be 80% (\$965) of the single family rate. The Commercial, Office and Industrial land use rates are the same as shown above.

Fees shall be collected when building permits are issued in accordance with Section 913-4.204 of Title 9 of the Contra Costa County Ordinance Code.

The interim fees payable under this ordinance shall be in addition to fees payable for the following areas of benefit:

1. Bethel Island Regional Area of Benefit
2. Discovery Bay Area of Benefit
3. Oakley/North Brentwood Area of Benefit.
4. East County Regional Area of Benefit (This area of benefit includes the East County Sub-area, the Pittsburg/Antioch Sub-area and the Marsh Creek Sub-area.)
5. Bay Point Area of Benefit

However, where fees are payable for the Discovery Bay Area of Benefit, Oakley/North Brentwood Area of Benefit or East County Regional Area of Benefit, the portion thereof that is allocated to the State Route 4 Bypass shall be credited against the fees payable under this ordinance, as necessary to avoid double payment for the State Route 4 Bypass.

The following shall be exempt from the fees levied under this ordinance: (1) any developments required under conditions of approval to construct certain off-site road improvements in lieu of fee payment subject to approval of the Eastern Contra Costa Regional Fee and Financing Authority; and (2) any unimproved subdivision lots for which fees paid for one of the above areas of benefit were previously paid, prior to August 8, 1994, at the time of map recordation.

SECTION VII. FEE AREA. The interim fees set forth in this ordinance shall apply to all property described in Exhibit A attached hereto.

97 149355

SECTION VIII. SENIOR HOUSING. Nothing in this Ordinance shall be construed to abridge or modify the Board's discretion, upon proper application for senior housing or congregate care facilities pursuant to Government Code Section 65915, to adjust or waive the fees provided for within this ordinance, in accordance with Eastern Contra Costa Regional Fee and Financing Authority policies.

SECTION IX. PURPOSE AND USE OF FEES. The purpose of the fees described in this ordinance is to generate funds to finance improvements to certain bridges and major thoroughfares in the Eastern Contra Costa Sub-Regional Transportation Mitigation Area of Benefit. The fees will be used to finance the road improvements listed in the Revised Development Program Report. As discussed in more detail in the Report, there is a reasonable relationship between the fees and the types of development projects that are subject to the fees in that the development projects will generate additional traffic on bridges and major thoroughfares in the East County area, thus creating a need to expand, extend or improve existing bridges and major thoroughfares and a need to construct new bridges and major thoroughfares to mitigate adverse traffic and infrastructure impacts that would otherwise result from such development projects.

SECTION X. SEVERABILITY. If any fee or provision of this ordinance is held invalid or unenforceable by a court of competent jurisdiction, that holding shall not effect the validity or enforceability of the remaining fees or provisions, and the Board declares that it would have adopted each part of this ordinance irrespective of the validity of any other part.

SECTION XI. EFFECTIVE DATE. This ordinance shall become effective on August 20, 1997, and shall be operative for thirty days, after which time it may be extended. Within 15 days of passage, this ordinance shall be published once with the names of the Supervisors voting for and against it in the Brentwood News, Antioch Ledger and the Contra Costa Times, a newspaper of general circulation published in this County. Pursuant to Section 913-6.026 of the Contra Costa County Ordinance Code, the Clerk of the Board shall promptly file a certified copy of this ordinance with the County Recorder.

PASSED and ADOPTED on August 12, 1997 by the following vote:

AYES: Supervisors Uilkema, Gerber, Cancianilla, Rogers

NOES: None

ABSENT: Supervisor DeSaulnier

ABSTAIN: Noen

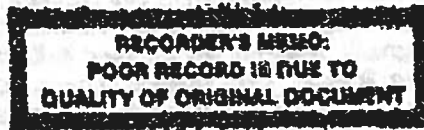
Attest: Phil Batchelor, Clerk of
the Board of Supervisors and County
Administrator

By:

Shirley Casillas
Deputy

J3.NW:msh
c:\nsing\97\ordr\Eastn2.wpd
7/17/97 Shirley Casillas

Jim Rogers
Vice Board Chair
Jim Rogers

Boundary Description
East County Area of Benefit

97 144311

EXHIBIT "A"

The eastern portion of Contra Costa County, California, bounded on the north, east, and south by the boundary of said county, and bounded on the west by the following described line:

Beginning in Suisun Bay on the boundary of Contra Costa County at the northern prolongation of the west line of Section 5, Township 2 North, Range 1 West, Mount Diablo Meridian; thence from the Point of Beginning, along said prolongation and west lines of Sections 5 and 8 (T2N, R1W), southerly 14,225 feet, more or less, to the west quarter corner of said Section 8; thence along the mid-section line of Section 8, easterly 5,280.06 feet, more or less, to the east quarter corner of said Section 8; thence along the east lines of Sections 8 and 17 (T2N, R1W), southerly 8,430 feet, more or less, to the southwest corner of PARCEL "A" of Subdivision MS 9-83 filed January 20, 1984 in Book 109 at page 10, Parcel Maps of said county, also being an angle point on the boundary of "CONCORD NAVAL WEAPONS STATION ANNEXATION" to the City of Concord certified November 1, 1936; thence along said annexation boundary as follows: (1) southeasterly 8,670.70 feet to the north line of Section 27 (T2N, R1W), (2) southeasterly 10,841.44 feet, (3) southerly 3,015.62 feet, (4) southerly 1,478.05 feet, and (5) southwesterly 817.33 feet to the south line of U.S.A. Explosive Safety Zone recorded December 27, 1977 in Volume 8645 at page 682, Official Records of said county, and shown on the Record of Survey filed January 8, 1985 in Book 76 at page 12, Licensed Surveyors Maps of said county; thence leaving said annexation boundary and following the boundary of said safety zone (also being the boundary of "BRINTON ANNEXATION" to the City of Concord certified July 15, 1967) as follows: (1) easterly 1,398.01 feet, (2) easterly 660.00 feet, (3) northerly 646.64 feet and (4) easterly 659.60 feet, to the west line of Section 1 (T1N, R1W); thence leaving the boundary of said safety zone, along said west line, southerly 2,582 feet, more or less, to the southeast corner of "BRINTON ANNEXATION" on the north right of way line of Kirker Pass Road (also being the northeast corner of "BERNSTEIN ANNEXATION" to the City of Concord certified March 29, 1972); thence continuing along the west line of Section 1 (also being the east line of "BERNSTEIN ANNEXATION"), southerly 2,300 feet, more or less, to the southwest corner of said Section 1 on the north line of "OAKHURST COUNTRY CLUB AREA ANNEXATION" to the City of Clayton certified November 30, 1967; thence leaving the boundary of the City of Concord and following the boundary of said City of Clayton annexation as follows: (1) along the south line of Section 1, easterly 5,254.48 feet, to the northeast corner of Section 12 (T1N, R1W) on Mount Diablo Meridian, (2) along said meridian, southerly 10,353.95 feet, to the northeast corner of Section 24 (T1N, R1W), (3) along the north line of Section 24, westerly 1,408.17 feet, to the northeast right of way line of Marsh Creek Road shown on the Record of Survey filed September 29, 1988 in Book 45 of Licensed Surveyors Maps at page 2, (4) along said right of way line in a general southeasterly direction 1,525.31 feet to Mount Diablo Meridian, and (5) along said meridian, southerly 936.04 feet, to the most southeasterly corner of said annexation; thence leaving said annexation boundary, continuing along said meridian, southerly 72.76 feet, to the northwest corner of "OAKWOOD ANNEXATION" to the City of Clayton certified August 16, 1990; thence along the boundary of "OAKWOOD ANNEXATION" (also being the boundary of Subdivision 7259 "Oakwood" filed December 12, 1990 in Book 354 of Maps at page 5) as follows: (1) easterly 339.92

97 148355

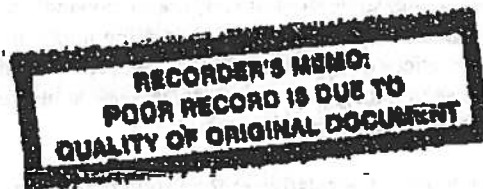
feet, (2) in a general northeasterly direction 339.14 feet, (3) in a general southerly direction 618.45 feet, (4) southwesterly 632.77 feet, and (5) westerly 215.95 feet to the southwest corner of "OAKWOOD ANNEXATION" on Mount Diablo Meridian; thence leaving said annexation boundary, along said meridian, southerly 13,854.07 feet, to National Geodetic Survey Station "Mount Diablo;" thence continuing along said meridian, southerly 15,640 feet, more or less, to the southwest corner of Section 18 (T1S, R1E); thence along the south lines of Sections 18, 17, 16, 15 and 14 (T1S, R1E); thence along the south line of Section 24 (T1S, R1E); thence along the west lines of Sections 24 and 25 (T1S, R1E), southerly 10,560 feet, more or less, to the southwest corner of said Section 25; thence along the south line of Section 25 (T1S, R1E) and the south line of Section 30 (T1S, R2E), easterly 6,575 feet, more or less, to the southwest right of way line of Morgan Territory Road shown on the map of Subdivision MS 18-36 filed February 28, 1992 in Book 167 of Parcel Maps at page 43; thence along said southwest line in a general southeasterly direction 688 feet, more or less, to the southwestern prolongation of the northwest line of Subdivision MS 31-75 filed December 31, 1980 in Book 91 of Parcel Maps at page 44; thence along said prolongation and northwest line, northeasterly 2,255.06 feet, to the west line of Section 29 (T1S, R2E); thence along said west line, southerly 1,020.02 feet, to the southwest corner of Section 29; thence along the south lines of Sections 29 and 28 (T1S, R2E), easterly 10,660 feet, more or less, to the northwest corner of Section 34, (T1S, R2E); thence along the west line of Section 34 (T1S, R2E) and the west lines of Sections 3 and 10 (T2S, R2E), southerly 14, 990 feet, more or less, to the boundary of Contra Costa County.

EXCLUDING THEREFROM:

1. Those portions lying within the boundaries of incorporated cities.
2. The sphere of influence for the City of Clayton as adopted by the Local Agency Formation Commission and as shown in Exhibit I-4, page I-6 of the Clayton General Plan adopted July 17, 1985.

LH:jg:rbt
clax:ECounty.AOB
3/31/94
4/18/94

: END OF DOCUMENT



8. Exception_08_20110054783

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Antioch
City Hall
Third and H Streets
Antioch, California 94509
Attn: City Attorney

CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2011-0054783-00
Tuesday, MAR 15, 2011 10:21:33
FRE \$0.00:1
Ttl Pd \$0.00 Nbr-0000865038
lrc/R9/1-8

NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE SECTION 27383

066-107-003-7

GRANT DEED

For valuable consideration, the receipt of which is hereby acknowledged,

The Antioch Development Agency, a public body, corporate and politic, of the State of California (the "Grantor"), acting to carry out redevelopment purposes pursuant to the Community Redevelopment Law of the State of California, hereby grants to the City of Antioch, a municipal corporation (the "Grantee"), the real property (the "Property") described in Attachment No. 1 attached hereto and incorporated in this Grant Deed by this reference.

1. The Property is located within the Antioch Community Redevelopment Project Area, (the "Project Area") and is subject to the Antioch Community Redevelopment Plan (the "Redevelopment Plan").

2. In accordance with the terms of the Conveyance Agreement between the Grantor and Grantee dated as of March 9, 2011 (the "Agreement"), the Grantee hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the Property in furtherance of the Redevelopment Plan.

3. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, 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 Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

1096101953744.2

In Deeds:

“(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, establish or permit any 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”

In Leases:

“(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee or any person claiming under or through the lessee, 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.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”

In Contracts:

“(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee 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 of the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”

4. The covenant contained in Section 2 regarding the use of the Property shall remain in effect until the expiration of the effectiveness of the Redevelopment Plan. The covenants contained in Section 3 regarding non-discrimination shall remain in effect in perpetuity.

5. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, and any successor in interest to the Property 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. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties 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 property 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.

6. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the rights to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and

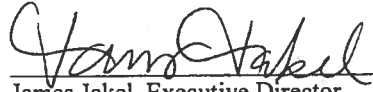
not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

7. This Grant Deed may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Deed as of this 14th day of March 2011.

GRANTOR:

ANTIOCH DEVELOPMENT AGENCY, a public body, corporate and politic

By: 
James Jakel, Executive Director

CITY OF ANTIOCH, a municipal corporation

By: 
James Jakel, City Manager

ATTACHMENT NO. 1

PROPERTY DESCRIPTION

The south 1/2 of Lots 10, 11 and 12 in Block 4, of the Town of Antioch as per maps thereof on file in the office of the Recorder of the County of Contra Costa, State of California.

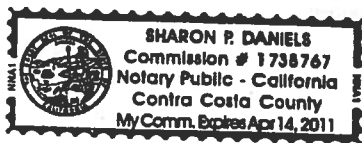
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On MARCH 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James Jake, 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.



Sharon P. Daniels
Notary Public

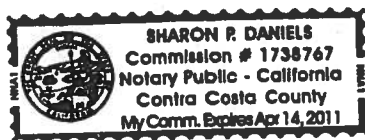
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On MARCH 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James Jake, 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.



Sharon P. Daniels
Notary Public

CERTIFICATE OF ACCEPTANCE
(Pursuant to Government Code 27281)

This is to certify that the interest in real property conveyed by the Grant Deed from the Antioch Development Agency, dated March 14, 2011 to the City of Antioch, a municipal corporation (the "City"), is hereby accepted on March 14, 2011, by the undersigned officer or agent on behalf of the City pursuant to authority conferred by resolution of the City Council adopted on March 8, 2011, and the City Council consents to the recordation of said document in the Office of the Recorder of Contra Costa, State of California.

Dated: March 14, 2011

By: 
James Jakel, City Manager

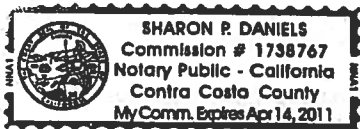
By: 
Lynn Tracy Nerland, City Attorney

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James Jake, 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.



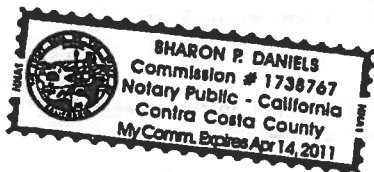
Sharon P. Daniels
Notary Public

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared Lynn Tracy Newland, 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.



Sharon P. Daniels
Notary Public


END OF DOCUMENT

9. Exception_09_20110054783

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Antioch
City Hall
Third and H Streets
Antioch, California 94509
Attn: City Attorney

8



CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2011-0054783-00
Tuesday, MAR 15, 2011 10:21:33
FRE \$0.00:1
Ttl Pd \$0.00 Nbr-0000865038
lrc/RS/1-8

NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE SECTION 27383

066-107-003-7

GRANT DEED

For valuable consideration, the receipt of which is hereby acknowledged,

The Antioch Development Agency, a public body, corporate and politic, of the State of California (the "Grantor"), acting to carry out redevelopment purposes pursuant to the Community Redevelopment Law of the State of California, hereby grants to the City of Antioch, a municipal corporation (the "Grantee"), the real property (the "Property") described in Attachment No. 1 attached hereto and incorporated in this Grant Deed by this reference.

1. The Property is located within the Antioch Community Redevelopment Project Area, (the "Project Area") and is subject to the Antioch Community Redevelopment Plan (the "Redevelopment Plan").

2. In accordance with the terms of the Conveyance Agreement between the Grantor and Grantee dated as of March 9, 2011 (the "Agreement"), the Grantee hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the Property in furtherance of the Redevelopment Plan.

3. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, 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 Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

1096101\953744.2

In Deeds:

“(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, establish or permit any 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”

In Leases:

“(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee or any person claiming under or through the lessee, 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.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”

In Contracts:

“(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee 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 of the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”

4. The covenant contained in Section 2 regarding the use of the Property shall remain in effect until the expiration of the effectiveness of the Redevelopment Plan. The covenants contained in Section 3 regarding non-discrimination shall remain in effect in perpetuity.

5. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, and any successor in interest to the Property 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. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties 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 property 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.

6. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the rights to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and


not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

7. This Grant Deed may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Deed as of this 14th day of March 2011.

GRANTOR:

ANTIOCH DEVELOPMENT AGENCY, a public
body, corporate and politic

By: 
James Jakel, Executive Director

CITY OF ANTIOCH, a municipal corporation

By: 
James Jakel, City Manager

ATTACHMENT NO. 1

PROPERTY DESCRIPTION

The south 1/2 of Lots 10, 11 and 12 in Block 4, of the Town of
Antioch as per maps thereof on file in the office of the Recorder
of the County of Contra Costa, State of California.

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On MARCH 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James Jake, 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/het/their authorized capacity(ies), and that by his/het/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.



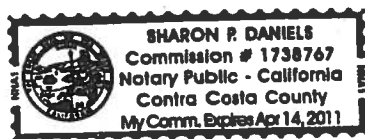
Sharon P. Daniels
Notary Public

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On MARCH 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James Jake, 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/het/their authorized capacity(ies), and that by his/het/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.

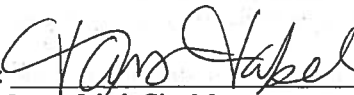


Sharon P. Daniels
Notary Public

**CERTIFICATE OF ACCEPTANCE
(Pursuant to Government Code 27281)**

This is to certify that the interest in real property conveyed by the Grant Deed from the Antioch Development Agency, dated March 14, 2011 to the City of Antioch, a municipal corporation (the "City"), is hereby accepted on March 14, 2011, by the undersigned officer or agent on behalf of the City pursuant to authority conferred by resolution of the City Council adopted on March 8, 2011, and the City Council consents to the recordation of said document in the Office of the Recorder of Contra Costa, State of California.

Dated: March 14, 2011

By: 
James Jakel, City Manager

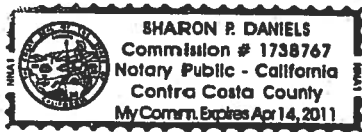
By: 
Lynn Tracy Nerland, City Attorney

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James Jake, 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.



Sharon P. Daniels
Notary Public

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared Lynn Tracy Neeland, 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.



Sharon P. Daniels
Notary Public

END OF DOCUMENT

Property Detail

Contra Costa, CA GUS KRAMER, ASSESSOR

Parcel # (APN): **066-107-010-2**Use Description: **GOVERNMENT**

Parcel Status:

Owner Name: **ANTIOCH CITY OF**Mailing Address: **PO BOX 5007 ANTIOCH CA 94509-5007**Situation Address: **807 W 3RD ST ANTIOCH CA 94509-1151 C001**

Legal

Description: **TOWN OF ANTIOCH LOT 3 BLK 4****ASSESSMENT**Total Value: **\$44,064**Use Code: **79**

Zoning:

Land Value: **\$44,064**Tax Rate Area: **001144**Census Tract: **3050.00/3**

Impr Value:

Year Assd: **2011**

Improve Type:

Other Value:

Property Tax:

Price/SqFt:

% Improved

Delinquent Yr

Exempt Amt:

HO Exempt?: **N****SALES HISTORY**

	<u>Sale 1</u>	<u>Sale 2</u>	<u>Sale 3</u>	<u>Transfer</u>
Recording Date:	03/16/2011	09/24/1987		03/16/2011
Recorded Doc #:	55718	13924-67		55718
Recorded Doc Type:	QUIT CLAIM DEED			
Transfer Amount:	\$82,000			
Sale 1 Seller (Grantor):				
1st Trst Dd Amt:	Code1:	2nd Trst Dd Amt:	Code2:	

PROPERTY CHARACTERISTICS

Lot Acres:	Year Built:	Fireplace:
Lot SqFt:	Effective Yr:	A/C:
Bldg/Liv Area:		Heating:
Units:	Total Rooms:	Pool:
Buildings:	Bedrooms:	
Stories:	Baths (Full):	Park Type:
Style:	Baths (Half):	Spaces:
Construct:		Site Inflnce:
Quality:	Garage SqFt:	
Building Class:		Timber Preserve:
Condition:		Ag Preserve:
Other Rooms:		

1. Preliminary Report - CA

CLTA Preliminary Report Form
(Rev. 11/06)

Order Number: 0714-3762166
Page Number: 1



First American Title

First American Title Company

191 Sand Creek Road, Suite 50
Brentwood, CA 94513

Escrow Officer: Stacey Barrack
Phone: (925)240-9901
Fax No.: (866)407-2081
E-Mail: sbarrack@firstam.com

E-Mail Loan Documents to: BrentwoodEDocs@firstam.com
Property: Vacant Land
Antioch, CA

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

First American Title

Dated as of May 17, 2011 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

To Be Determined

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

Antioch Development Agency a public body corporate and politic, subject to Item No: 7

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A fee.

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2011-2012, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. The fact that the land lies within the boundaries of the Antioch Development Project Area No. 1 Redevelopment Project Area, as disclosed by the document recorded August 01, 1975 as Instrument No. 75-69311 in Book 7581, Page 986 of Official Records.

Document(s) declaring modifications thereof recorded November 01, 1999 as Instrument No. 1999-289937 of Official Records.

Document(s) declaring modifications thereof recorded July 03, 2007 as Instrument No. 2007-192911 of Official Records.
4. The terms and provisions contained in the document entitled "Ordinance No. 97-30 Revision of Eastern Contra Costa Sub-Regional Transportation Mitigation Fees" recorded August 06, 1997 as Instrument No. 97-0140390-00 of Official Records.
5. The terms and provisions contained in the document entitled "Ordinance No. 97-29 Urgency Measure for Interim Authorization to Revise Eastern Contra Costa Sub-Regional Transportation Mitigation Fees" recorded August 06, 1997 as Instrument No. 97-0140391-00 of Official Records.

First American Title

6. The terms and provisions contained in the document entitled "Resolution and Ordinance to Extend the Urgency Ordinance for the Eastern Contra Costa Sub-Regional Transportation Mitigation Fee Program" recorded August 18, 1997 as Instrument No. 97-0148355-00 of Official Records.

7. The effect of a deed dated March 14, 2011, executed by The Antioch Development Agency, a public body, corporate and politic, of the State of California, as Grantor, to the City of Antioch, a municipal corporation, as Grantee, recorded March 16, 2011, as Instrument No. 2011-0055718-00 of Official Records.

The requirement that this office be furnished with evidence that the deed was an absolute conveyance for value, and that there are no other agreements, oral or written, regarding the ownership of the land described herein.

8. The terms and provisions contained in the document entitled Grant Deed, executed by and between The Antioch Development Agency, a public body, corporate and politic, of the State of California and the City of Antioch, a municipal corporation, recorded March 16, 2011, in book No. as Instrument No. 2011-0055718-00 of Official Records.
9. Rights of parties in possession.

INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. General and special taxes and assessments for the fiscal year 2010-2011.

First Installment:	\$0.00, NO TAX DUE
Penalty:	\$0.00
Second Installment:	\$0.00, NO TAX DUE
Penalty:	\$0.00
Tax Rate Area:	01-144
A. P. No.:	066-107-010-2

2. The property covered by this report is vacant land.

3. According to the public records, there has been no conveyance of the land within a period of twenty four months prior to the date of this report, except as follows:

A document recorded March 16, 2011 as Instrument No. 2011-0055718-00 of Official Records.

From: The Antioch Development Agency, a public body, corporate and politic,
of the State of California

To: the City of Antioch, a municipal corporation

4. We find no open deeds of trust. Escrow please confirm before closing.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

Order Number: **0714-3762166**

Page Number: 5

LEGAL DESCRIPTION

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

THE NORTH 1/2 OF LOTS 2 AND 3 IN BLOCK 4, OF THE TOWN OF ANTIOCH, AS SAID LOTS AND BLOCK ARE MARKED, NUMBERED AND DELINEATED UPON THE OFFICIAL MAP OF SAID TOWN MADE BY RUSSELL EDDY AND RECORDED IN THE OFFICE OF THE RECORDER IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA.

LESS A STRIP OF LAND 12 FEET IN WIDTH ALONG THE ENTIRE EAST SIDE OF THE SAID NORTH 1/2 OF SAID LOT 2 HERETOFORE CONVEYED TO JOHN BRENNAN.

APN: 066-107-010-2

First American Title

Order Number: **0714-3762166**
Page Number: 6

WIRING INSTRUCTIONS

PAYABLE TO: FIRST AMERICAN TITLE COMPANY
BANK: First American Trust, FSB
ADDRESS: 5 First American Way, Santa Ana, CA 92707
ACCOUNT NO: 3004780000
ROUTING NUMBER: 122241255

PLEASE REFERENCE THE FOLLOWING:

CUSTOMER NAME:
FILE NUMBER: 0714-3762166 (SB)
ATTENTION: STACEY BARRACK

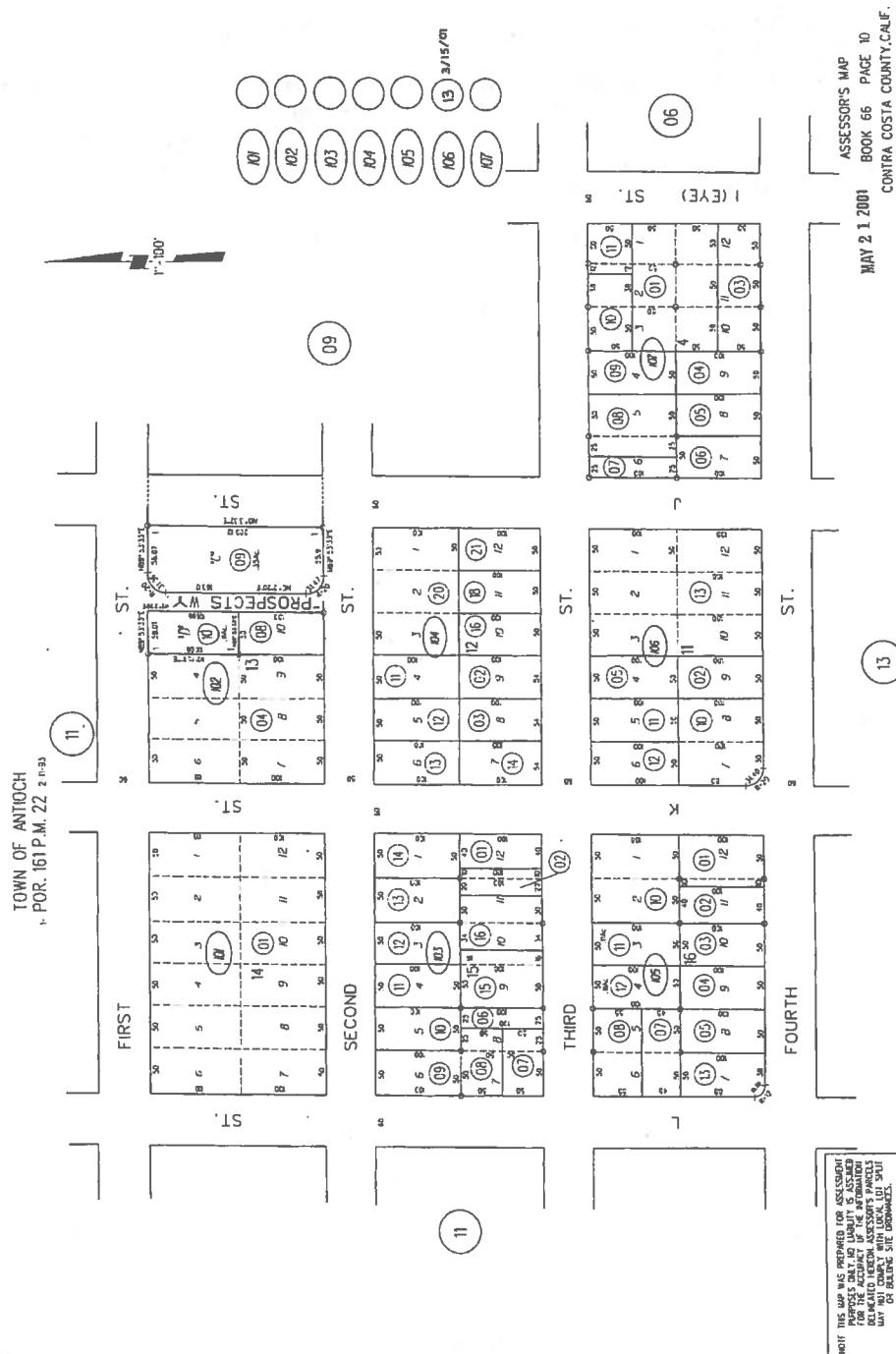
PLEASE USE THE ABOVE INFORMATION WHEN WIRING FUNDS TO **FIRST AMERICAN TITLE COMPANY. FUNDS MUST BE WIRED FROM A UNITED STATES BANK.** PLEASE NOTIFY STACEY BARRACK AT (925)240-9901 OR sbarrack@firstam.com WHEN YOU HAVE TRANSMITTED YOUR WIRE. FAX NUMBER: (866)407-2081

FIRST AMERICAN TRUST CONTACT INFO: Banking Services 1-877-600-9473

**ALL WIRES WILL BE RETURNED IF THE FILE NUMBER
AND/OR NAME(S) ARE NOT INCLUDED**

First American Title

Order Number: 0714-3762166
Page Number: 7



Order Number: **0714-3762166**

Page Number: 8

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

If you have any questions about the effect of this new law, please contact your local First American Office for more details.

First American Title

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy; or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

**3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant, (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

**5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

First American Title

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy;
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy); or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
(i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
(ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
(iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
(a) to timely record the instrument of transfer; or
(b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance

- resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
 3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
 4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**10. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL
TITLE INSURANCE POLICY - 1987
EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

* land use	* land division
* improvements on the land	* environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
 - * a notice of exercising the right appears in the public records on the Policy Date
 - * the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.
3. Title Risks:
 - * that are created, allowed, or agreed to by you
 - * that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
 - * that result in no loss to you
 - * that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - * to any land outside the area specifically described and referred to in Item 3 of Schedule A, or
 - * in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

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11. EAGLE PROTECTION OWNER'S POLICY

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 2008
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 2008**

**Covered Risks 16 (Subdivision Law Violation). 18 (Building Permit). 19 (Zoning) and 21 (Encroachment of boundary walls or fences)
are subject to Deductible Amounts and Maximum Dollar Limits of Liability**

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building
 - b. zoning
 - c. land use
 - d. improvements on the land
 - e. land division
 - f. environmental protectionThis Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

**12. THIRD GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN
POLICY (1/01/08)**

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions, or location of any improvement erected on the Land; (iii) the subdivision of land; or (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
(a) created, suffered, assumed or agreed to by the Insured Claimant;
(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

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- (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing business laws of the state where the Land is situated.
 - 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
 - 6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
 - 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
 - 8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

13. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
- 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
- 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

14. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006

WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 13 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

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1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

15. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

16. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006

WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 15 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

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Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

2. Exception_03_69311

AUG - 1 1975 - 69311
RECORDED AT REQUEST OF
City of Antioch

AUG - 1 1975
AT 4:30 O'CLOCK P. M.
CONTRA COSTA COUNTY RECORDS
J. R. OLSSON
COUNTY RECORDER
FEE 0.00

NOTICE

PLEASE TAKE NOTICE THAT THE CITY OF ANTIOCH AND THE ANTIOCH DEVELOPMENT AGENCY HAVE INSTITUTED PROCEEDINGS PURSUANT TO THE CALIFORNIA REDEVELOPMENT LAW (SECTION 33000 ET SEQ. OF THE HEALTH & SAFETY CODE) FOR THE REDEVELOPMENT OF THE ANTIOCH DEVELOPMENT AGENCY PROJECT AREA. SAID PROJECT AREA IS MORE PARTICULARLY DESCRIBED IN THE EXHIBIT MARKED EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

ATTEST:

SEAL AFFIXED

Dorothy P. Marks
Dorothy P. Marks, Secretary
Antioch Development Agency

EXHIBIT "A"

PROJECT AREA
BOUNDARY DESCRIPTION

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Beginning at the most northerly boundary corner of the City of Antioch; thence generally south along the West boundary to a point on the north line of State Highway 4 and its intersection with the east line of the Los Medanos Wasteway; thence southerly along said east line to the south line of Delta Fair Boulevard; thence easterly along said south line to the northwest corner of Parcel 74-123-04; thence southerly and easterly along the west and south boundaries of said parcel to the west line of Fairview Drive; thence southerly along said west line to the north line of Parcel 74-123-05; thence westerly along said north line to the north line of a 100 foot East Bay Municipal Utility District right-of-way; thence westerly along said north line to the east line of said Los Medanos Wasteway; thence southerly along said east line to the south line of Buchanan Road; thence easterly along said south line to the northwest corner of Parcel 75-010-07; thence southerly and easterly along south and west boundaries of said parcel to the center line of Somersville Road; thence southerly along said center line to a point on the southwest line of the Contra Costa Canal, said point being on the boundary of the City of Antioch; thence southerly, easterly, and northerly along said boundary to said southwest line of the Contra Costa Canal; thence northerly along said southwest line to the east line of Markley Creek; thence northeasterly along said east line to the west line of Parcel 76-030-068; thence southerly, easterly, and northerly along the west, south, and east boundary lines of said parcel to the east line of Markley Creek; thence northeasterly along said east line to the north line of Mahogany Way; thence westerly along said north line to the southwest corner of Parcel 74-370-008; thence northerly along the west line of said parcel to the south line of Sycamore Drive; thence easterly along said south line to the northeast corner of said Parcel 74-370-008; thence northerly across Sycamore Drive and along the east boundary of Parcel 74-370-004 to the south line of the Southern Pacific Railroad; thence easterly along the Southern Pacific Railroad to a point which is south of the southwest corner of Parcel 74-321-002; thence northwesterly along the south line of Fairview Terrace subdivision to the southeast corner of Parcel 74-180-003; thence along the southeast boundary of said parcel to the north line of West 18th Street; thence along said north line to the southeast corner of Parcel 74-171-003; thence along the west line of the Fairview Terrace subdivision to a point on the south line of Parcel 74-160-001; thence easterly along the north line of Parcel 74-160-008 and Parcel 74-334-027 to the northeast corner of said Parcel 74-334-027; thence north along the east line of Parcel 74-334-026 and Parcel 74-334-015 to the south line of 10th Street; thence easterly along the south line of 10th Street to the west line of Parcel 67-021-001; thence southerly and easterly along the boundary of said parcel and Parcel 67-021-002 and across "L" Street to the east line; thence south to the southwest corner of Parcel 67-022-002; thence easterly along the north line of Loma Lane to the east line of "H" Street; thence northerly to the northwest corner of Parcel 67-050-016; thence easterly to the east line of "G" Street; thence southerly to the southwest corner of Parcel 67-060-001; thence easterly and northerly along said boundary to the south line of 10th Street; thence westerly to a point which is south of the

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southeast corner of Parcel 66-207-014; thence northerly along the east line of Parcel 66-207-014 and 66-207-008 to the south line of 9th Street; thence west to the east line of "G" Street; thence northerly to the northwest corner of Parcel 66-203-014; thence westerly to the west line of "H" Street; thence southerly to the southeast corner of Parcel 66-205-008; thence westerly to the southeast corner of Parcel 66-217-007; thence along the boundary of said parcel northerly and westerly to the west line of "I" Street; thence southerly to the north line of 10th Street; thence westerly to the west line of "O" Street; thence northerly along "O" Street to the northeast corner of Parcel 74-130-043; thence westerly 150 feet; thence northerly to the south line of 6th Street; thence east to the east line of "M" Street; thence north to the south line of 4th Street; thence east to the east line of "L" Street; thence north to the northwest corner of Parcel 66-103-008; thence easterly to the southwest corner of Parcel 66-092-012; thence southerly to the south line of 3rd Street; thence easterly to the northeast corner of Parcel 66-107-009; thence south to the south line of Fourth Street; thence east to the northeast corner of Parcel 66-133-010; thence south to the southeast corner thereof; thence easterly to the east line of "I" Street to the west line of Parcel 66-141-006; thence southerly, easterly, and northerly along the west, south, and east boundary of said parcel to the northwest corner of Parcel 66-141-015; thence easterly to the west line of "H" Street; thence southerly to the south line of 6th Street; thence easterly to the east line of "F" Street; thence northerly to the south line of 4th Street; thence easterly to the northeast corner of Parcel 66-144-009; thence northerly to the northwest corner of Parcel 66-057-004; thence easterly and along the north lines of Parcels 66-057-004, 66-057-003, 66-057-002, and 66-057-001 to the east line of "E" Street; thence northerly to the south line of 3rd Street; thence east to the west line of "C" Street; thence southerly to the south line of 4th Street; thence easterly to the west line of "B" Street; thence southerly to the south line of 6th Street; thence easterly to the northeast corner of Parcel 66-161-013; thence southerly to the north line of 8th Street; thence westerly to the southwest corner of Parcel 66-163-003; thence southerly to the north line of 9th Street; thence westerly to the west line of "B" Street; thence southerly to the north line of 10th Street; thence westerly to the southwest corner of Parcel 66-189-003; thence southerly and easterly along the boundary of Parcel 67-092-001, to the northeast corner of Parcel 67-092-003; thence southerly to the southeast corner of Parcel 67-093-016; thence westerly, southerly, and easterly along the north, west, and south boundary lines of Parcel 67-093-019 to the northwest corner of Parcel 67-102-067; thence southerly to the southwest corner of Parcel 67-102-052; thence easterly to the northeast corner of Parcel 67-102-007; thence southerly to the south side of 15th Street; thence easterly to the northeast corner of Parcel 67-103-026; thence southerly to the southeast corner thereof; thence southerly, easterly, southerly, and westerly along the eastern boundary lines of Parcel 67-103-017 to the northwest corner of Parcel 67-103-018; thence southerly to the south line of 17th Street; thence west and south along the boundary of Parcel 67-243-030 to the southwest corner thereof; thence westerly to the northwest corner of Parcel 67-243-006; thence southerly to the south line of 18th Street; thence westerly to the northwest corner of Parcel 67-246-008; thence southerly to the southwest corner thereof; thence westerly to the northeast corner of Parcel 67-262-002; thence southerly

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to the north line of 19th Street; thence westerly to the southwest corner of Parcel 67-261-004; thence northerly to the northwest corner thereof; thence westerly to the east line of "D" Street; thence southerly to the north line of 20th Street; thence easterly to the east line of "C" Street; thence northerly to the northwest corner of Parcel 67-263-004; thence easterly to the northeast corner of Parcel 67-263-001; thence southerly to the northwest corner of Parcel 67-251-010; thence easterly to the northeast corner of Parcel 67-251-009; thence southerly to the south line of 20th Street; thence easterly to the northeast corner of Parcel 67-252-007; thence southerly to the southeast corner thereof; thence westerly to the southwest corner of Parcel 67-252-001; thence northerly to the southeast corner of Parcel 67-266-007; thence westerly to the east line of "C" Street; thence north to the south line of 20th Street; thence westerly to the east line of "D" Street; thence southerly to the south line of Parcel 67-277-002; thence southeast to the northeast corner of Parcel 67-274-005; thence southerly to the south line of West Madison Street; thence easterly to the northwest corner of Parcel 67-275-023; thence southerly to the south line of Rossi Avenue; thence west, south, and east along the boundary line of Parcel 67-282-029 to the northwest corner of Parcel 67-282-026; thence southerly to the south line of Texas Street; thence easterly to the west line of "A" Street; thence southerly to the north line of Drake Street; thence easterly to the southeast corner of Parcel 68-142-019; thence westerly and northerly along the boundary of subdivision Sunset Gardens to the south line of Brian Ave; thence easterly to the point south of the southeast corner of Parcel 68-132-036; thence northerly to the northeast corner of said parcel; thence easterly, northerly, and westerly along the boundary of Parcel 68-132-033 to the southeast corner of Parcel 68-132-037; thence northerly to the northeast corner of Parcel 68-131-037; thence easterly and northerly along the south and east boundary of Parcel 68-131-031, to the south line of Southern Pacific Railroad; thence along said south line northwesterly to the east line of "A" Street; thence northerly to the south line of 19th Street; thence easterly to the point which is south of the southeast corner of Parcel 68-011-034; thence northerly along the east boundary lines of Parcels 68-011-004 and 68-011-001 to the south line of E. 18th Street; thence easterly to the west line of Evergreen Avenue; thence southerly to the point which is west of the southwest corner of Parcel 68-017-010; thence easterly to the southeast corner thereof; thence northerly to the south west corner of Parcel 68-041-002; thence easterly to the east line of Heimlich Lane; thence northerly to the southwest corner of Parcel 68-041-011; thence easterly to the southeast corner of said parcel; thence southerly to the southwest corner of Parcel 68-041-013; thence easterly to the east line of Alpha Way; thence southerly to the southwest corner of Parcel 68-042-023; thence easterly to the southeast corner thereof; thence southerly to the southwest corner of Parcel 68-042-003; thence easterly to the east line of Crestwood Drive; thence northerly to the northwest corner of Parcel 68-043-011; thence easterly to the southeast corner of Parcel 68-046-034; thence northerly and easterly along the west and north boundary lines of Parcel 68-046-003 to the east line of Cavallo Road; thence north to the southwest corner of Parcel 68-051-015; thence easterly to the southeast corner of Parcel 68-051-019; thence southerly to the southwest corner of Parcel 68-051-042; thence easterly to the southwest corner of Parcel 68-051-024; thence northerly to the northwest

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corner of Parcel 68-051-037; thence easterly to the east line of Biglow Drive; thence northerly to the north line of E. 18th Street; thence easterly to the west line of Hillcrest Avenue; thence southerly along the west line of Hillcrest Avenue to a point which is west of the south west corner of Parcel 51-272-035; thence easterly and northerly along the south and east boundary of said parcel to the south line of E. 18th Street; thence easterly to the northeast corner of Parcel 51-272-006; thence southerly to the southeast corner of Parcel 51-242-005; thence westerly to the east line of Hillcrest Avenue, said line being the Antioch City Limits; thence along said Antioch City Limits line southerly, easterly, northerly, and westerly to the southeast corner of Parcel 51-263-019; thence westerly to the southwest corner of Parcel 51-265-035; thence westerly along the south lines of Parcels 51-120-022 and 51-120-023 to the southeast corner of Parcel 51-120-015; thence westerly to the east line of Hillcrest Avenue; thence northerly to a point which is east of the northeast corner of Parcel 65-262-024; thence westerly to the southeast corner of Parcel 65-262-027; thence westerly along the south line of Lake Alhambra subdivision to the southeast corner of Parcel 65-235-019; thence northerly to the south line of South Lake Drive; thence westerly to the west line of Alhambra Drive; thence southerly to the northeast corner of Parcel 65-142-023; thence along the boundary of said parcel westerly to the east line of Amber Drive; thence northerly to a point which is east of the southeast corner of Parcel 65-143-013; thence westerly to the southwest corner of Parcel 65-143-007; thence northerly to the north line of Amber Drive; thence westerly to the east line of Cavallo Road; thence northerly to a point which is east of the northeast corner of Parcel 65-151-037; thence westerly to the northwest corner thereof; thence southerly to the northeast corner of Parcel 65-151-002; thence westerly to the west line of Noia Avenue; thence southerly to the northeast corner of Parcel 65-152-043; thence westerly to the west line of Wisner Drive; thence northerly to the northeast corner of Parcel 65-152-027; thence westerly and southerly along the north and west lines of said parcel to the northeast corner of Parcel 65-161-001; thence westerly to the west line of Marie Avenue; thence northerly to the southeast corner of Parcel 65-164-012; thence westerly, northerly, and westerly along the boundary of Parcel 65-164-023 to the northwest corner thereof; thence northerly to the south line of East 16th Street; thence westerly to the northeast corner of Parcel 65-172-022; thence southerly to the southeast corner thereof; thence westerly to the north west corner of Parcel 65-172-027; thence southerly to the southeast corner of Parcel 65-172-007; thence westerly along the boundary lines of Parcels 65-172-024, 65-172-025, and 65-172-026 to the northwest corner of Parcel 65-172-028; thence northerly to the southeast corner of Parcel 65-183-009; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-007; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-006; thence westerly to the southwest corner of Parcel 65-183-004; thence northerly to the north line of East 16th Street; thence westerly to the southwest corner of Parcel 65-182-030; thence northerly to the northwest corner thereof; thence easterly to the southeast corner of Parcel 65-182-027; thence northerly to the northwest corner of Parcel 65-191-020; thence easterly to the southeast corner of Parcel 65-181-014; thence northerly and westerly along the east and north line of said parcel to the east line of "A" Street; thence northerly to the northwest corner of Parcel 65-181-018; thence westerly to the southeast

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corner of Parcel 65-075-002; thence northerly to the north line of E. 13th Street; thence easterly to the southeast corner of Parcel 65-071-009; thence northerly to the southeast corner of Parcel 65-064-005; thence westerly to "A" Street; thence northerly to the southwest corner of Parcel 65-061-002; thence easterly to the southeast corner thereof; thence northerly to the north line of Wilbur Avenue; thence easterly to the southeast corner of Parcel 66-164-007; thence northerly to the point on the south line of Parcel 66-164-010; thence westerly to the southwest corner of Parcel 66-164-013; thence northerly to the north line of 7th Street; thence easterly to the southeast corner of Parcel 66-162-008; thence northerly to a point on the south line of Parcel 66-162-011; thence easterly and northerly along the southerly and easterly boundaries of said parcel to the south line of 6th Street; thence northerly to the southeast corner of Parcel 66-032-018; thence northerly to the northeast corner thereof; thence easterly to the east line of the roadway described in Book 27 of Deeds at Page 475; thence southerly along the east line thereof to the northwest corner of Parcel 65-050-026; thence easterly to the northeast corner of Parcel 65-050-013; thence north, east, and south along the boundary of Parcel 65-050-006 to the northwest line of Parcel 65-050-005; thence easterly along the northerly and easterly property lines of Parcels 65-050-005, and 65-050-029, to the northeast corner of Parcel 65-050-029; thence southerly to the northerly most point of Parcel 65-050-017; thence southeasterly along the eastern boundary of said Parcel 65-050-017 to the north line of Wilbur Avenue; thence easterly along the north line of Wilbur Avenue to a point which is north of the west line of Marie Avenue; thence south to the south line of Wilbur Avenue; thence east to the northeast corner of Parcel 65-101-014; thence southerly to the northwest corner of Parcel 65-101-015; thence easterly to the northeast corner of Parcel 65-110-012, said corner being on the Antioch City Limits; thence along northerly, and westerly along said City of Antioch boundary to the point of beginning.

* * * * *

END OF DOCUMENT

3. Exception_03a_19990289937

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Recording Requested by
and When Recorded Return to:

City Clerk
City of Antioch
P.O. Box 5007
Antioch, CA 94531-5007

CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 1999-0289937-00
M, NOV 01, 1999 15:02:03
FEE \$0.00
Ttl Pd \$0.00
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**NOTICE OF ADOPTION OF AN AMENDMENT TO THE REDEVELOPMENT PLAN
FOR THE ANTIOCH REDEVELOPMENT PROJECT**

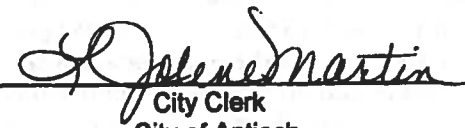
NOTICE IS HEREBY GIVEN that the City Council of the City of Antioch adopted Ordinance NO. 963-C-S and 964-C-S on October 26, 1999, approving and adopting the Amendment to the Redevelopment Plan for the Antioch Redevelopment Project.

A legal description of the boundaries of the Project Area is attached hereto as Exhibit A and incorporated herein by reference.

Proceeding for the redevelopment of the Project Area, as amended, have been instituted under the California Community Redevelopment Law (Health and Safety Code Section 3300 et seq.).

Filed for recordation with the County Recorder of Contra Costa County by order of the City Council of the City of Antioch, California.

Dated: October 29, 1999


City Clerk
City of Antioch

Attachment

289937

ORDINANCE NO. 963-C-S

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF ANTIOCH ESTABLISHING AND AMENDING
CERTAIN LIMITATIONS WITH RESPECT TO THE
REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT**

WHEREAS, the City Council of the City of Antioch (the "City Council") adopted Ordinance No. 290-C-S on July 15, 1975, approving and adopting the Redevelopment Plan (the "Redevelopment Plan") for the Antioch Redevelopment Project (the "Project"); and

WHEREAS, on April 10, 1979, the City Council adopted Ordinance No. 398-C-S, approving and adopting an amendment to the Redevelopment Plan; and

WHEREAS, on November 12, 1986, the City Council adopted Ordinance No. 653-C-S, establishing certain limitations with respect to the Redevelopment Plan; and

WHEREAS, the Antioch Development Agency (the "Agency") has been designated as the official redevelopment agency in the City of Antioch to carry out the functions and requirements of the Community Redevelopment Law of the State of California (Health and Safety Code Section 33000 et seq.) and to implement the Redevelopment Plan; and

WHEREAS, Section 33333.6 of the Community Redevelopment Law requires that every redevelopment plan adopted on or before December 31, 1993, contain certain limitations: (1) if the plan contains the provisions set forth in Section 33670 of the Community Redevelopment Law ("tax increment authority"), a time limit on the establishing of loans, advances and indebtedness which shall not exceed 20 years from the adoption of the redevelopment plan or January 1, 2004, whichever is later; (2) a time limit on the effectiveness of the redevelopment plan which shall not exceed 40 years from the adoption of the redevelopment plan or January 1, 2009, whichever is later; and (3) a time limit on the repayment of indebtedness which shall not exceed 10 years from the termination of the effectiveness of the redevelopment plan; and

WHEREAS, Section 33333.6 further provides that a redevelopment plan adopted prior to January 1, 1994, may be amended by the legislative body by adoption of an

STATE OF CALIFORNIA
County of Contra Costa
City of Antioch

I, L. JoJene Martin, City Clerk in and for said City of Antioch, County of Contra Costa, State of California, do hereby certify under penalty of perjury that the hereto attached and foregoing paper is a full, true and correct copy of _____
Ordinance No. 963-C-5
now on file in this office of said city.

WITNESS, my hand, and Official Seal, this 29th day of October, 19 99

L. JoJene Martin
City Clerk, City of Antioch
Contra Costa County, California

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ordinance on or after January 1, 1999, but on or before December 31, 1999, provided that the redevelopment plan as so amended does not exceed the terms provided in that section; and

WHEREAS, Ordinance No. 653-C-S established a time limit for incurring indebtedness that exceeds the maximum permitted by subdivision (a) of Health and Safety Code Section 33333.6 and, therefore, should be amended; and

WHEREAS, the Redevelopment Plan contains an ambiguous termination date for the Redevelopment Plan that should be clarified; and

WHEREAS, a time limit for repayment of indebtedness in accord with Health and Safety Code Section 33333.6 should be established;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANTIOCH DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. A new sentence is hereby added to the end of the last paragraph of subsection 1 of Section 1201 of the Redevelopment Plan to read as follows:

"The Agency shall not establish or incur loans, advances or indebtedness to finance, in whole or in part, the Project after January 1, 2004."

SECTION 2. The existing sentence in Section 406 of the Redevelopment Plan is hereby deleted and replaced by the following:

"Except for the nondiscrimination and nonsegregation provisions that shall run in perpetuity, the provisions of this Plan shall be effective, and the provisions of other documents formulated pursuant to this Plan may be made effective, for forty (40) years from the date of adoption of this Plan. Based upon the date of adoption of the Redevelopment Plan, the effectiveness of the Redevelopment Plan shall terminate on July 15, 2015."

SECTION 3. The Agency shall not pay indebtedness or receive property taxes pursuant to Health and Safety Code Section 33670 after ten (10) years from the termination of the effectiveness of the Redevelopment Plan, as established in Section 2 of this Ordinance. Based upon the termination date established in Section 2 of this Ordinance, the Agency shall not pay indebtedness or receive property taxes pursuant to Section 33670 after July 15, 2025.

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SECTION 4. Ordinance Nos. 290-C-S, 398-C-S and 653-C-S are continued in full force and effect as amended by this Ordinance.

SECTION 5. The City Clerk is hereby directed to send a certified copy of this Ordinance to the Agency.

SECTION 6. Severability. If any part of this Ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance, and this City Council hereby declares that it would have passed the remainder of this Ordinance if such invalid portion thereof had been deleted.

SECTION 7. Publication. The City Clerk is hereby ordered and directed to cause this Ordinance to be published once in *The Ledger Dispatch*, a newspaper of general circulation, published and circulated in the City of Antioch.

SECTION 8. This ordinance shall be in full force and effect thirty (30) days after its passage.

* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch, held on the 28th day of September, 1999, and passed and adopted at a regular meeting thereof, held on the 26th day of October, 1999.

AYES: Council Members Freitas, Soliz, Davis, and Mayor Rocha.

NOES: Council Member Sudario.

ABSENT: None.

s/ Mary Helen Rocha
MAYOR OF THE CITY OF ANTIOCH

ATTEST:

s/ L. Jolene Martin
CITY CLERK OF THE CITY OF ANTIOCH

**STATE OF CALIFORNIA
County of Contra Costa**

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City of Antioch

I L. Jolene Martin, City Clerk in and for said City of Antioch, County of Contra Costa, State of California, do hereby certify under penalty of perjury that the hereto attached and foregoing paper is a full, true and correct copy of Ordinance No. 964-C-S now on file in this office of said city.

WITNESS, my hand, and Official Seal, this 29th day of October 19 99



City Clerk, City of Antioch
Contra Costa County, California

WHEREAS, a Negative Declaration was prepared on the proposed Amendment in accordance with the California Environmental Quality Act (Public Resources Code Section 21000 et seq.), the Guidelines for Implementation of the California

WHEREAS, by Resolution No. 99-19, adopted on August 18, 1999, the Planning Commission has reported that the Redevelopment Plan, as it is proposed to be amended by the Amendment, conforms to the General Plan of the City of Antioch and has recommended approval of the proposed Amendment; and

WHEREAS, the proposed Amendment would re-establish the time period within which the Agency can exercise its eminent domain authority and make certain other minor, technical amendments to bring the Redevelopment Plan into conformity with the current Community Redevelopment Law (Health and Safety Code Section 33000 et seq.); and

WHEREAS, the City Council has received from the Antioch Development Agency (the "Agency") a proposed amendment (the "Amendment") to the Redevelopment Plan, a copy of which is on file at the office of the Agency and at the office of the City Clerk, both at City Hall, Third and H Streets, Antioch, California, together with the Report of the Agency to the City Council on the proposed Amendment, including: (1) the reasons for amending the Redevelopment Plan; (2) the report and recommendations of the Planning Commission of the City of Antioch (the "Planning Commission"); and (3) the Negative Declaration; and

WHEREAS, the City Council of the City of Antioch (the "City Council") adopted Ordinance No. 290-C-5 on July 15, 1975, approving and adopting the Redevelopment Plan (the "Redevelopment Plan") for the Antioch Redevelopment Project (the "Project") and adopted Ordinance No. 398-C-5 on April 10, 1979, Ordinance No. 653-C-5 on November 12, 1986, and Ordinance No. 963-C-5, on October 26, 1999, amending the Redevelopment Plan; and

AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF ANTIOCH, CALIFORNIA, AMENDING
ORDINANCE NOS. 290-C-5, 398-C-5, 653-C-5 AND
APPROVING AND ADOPTING AN AMENDMENT
TO THE REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT

ORDINANCE NO. 964-C-5

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Environmental Quality Act (14 Cal. Code Regs. Section 15000 et seq.), and environmental procedures adopted by the Agency pursuant thereto; and

WHEREAS, the Agency and the City Council have reviewed and considered the Negative Declaration on the proposed Amendment and have each approved the Negative Declaration; and

WHEREAS, the City Council and the Agency held a joint public hearing on September 28, 1999, on the adoption of the Amendment and approval of the Negative Declaration on the Amendment in the City Council Chambers, Third and H Streets, Antioch, California; and

WHEREAS, a notice of said hearing was duly and regularly published in *The Ledger Dispatch*, a newspaper of general circulation in the City of Antioch, once a week for three successive weeks prior to the date of said hearing, and a copy of said notice and affidavit of publication are on file with the City Clerk and the Agency; and

WHEREAS, copies of the notice of joint public hearing and a statement concerning acquisition of property by the Agency were mailed to the last known address of each assessee of each parcel of land in the Project Area, as shown on the last equalized assessment roll of the County of Contra Costa; and

WHEREAS, copies of the notice of joint public hearing were mailed to each business and resident in the Project Area; and

WHEREAS, copies of the notice of joint public hearing were mailed by certified mail with return receipt requested to the governing body of each taxing agency that receives taxes from property in the Project Area; and

WHEREAS, the City Council has considered the Report of the Agency, the report and recommendations of the Planning Commission, the proposed Amendment and the Negative Declaration; has provided an opportunity for all persons to be heard; and has received and considered all evidence and testimony presented for or against any and all aspects of the proposed Amendment;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANTIOCH DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The purpose and intent of the City Council with respect to the Amendment is to promote the full and effective implementation of the Redevelopment

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Plan for the Antioch Redevelopment Project by re-establishing, for an additional twelve (12) years, the Agency's power to acquire property by eminent domain. Implementation of the Redevelopment Plan will serve to eliminate blight and improve the physical and economic conditions in the Project Area.

SECTION 2. The City Council hereby finds and determines that:

(a) Remaining blight exists within the Project Area, the redevelopment of which is necessary to effectuate the public purposes in the Community Redevelopment Law. This finding is based upon the facts set forth in the Agency's Report to the City Council, particularly the descriptions of deterioration, stagnated or decreased property values, vacancy rates, low lease rates, asbestos and other blighting conditions.

(b) It is necessary and desirable to amend the Redevelopment Plan in the manner set forth in the proposed Amendment in order to carry out the redevelopment of the Project Area and make possible the achievement of the goals and objectives of the Redevelopment Plan. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that, without eminent domain authority, the Agency will not be able to assemble sites and eliminate remaining blight within the Project Area.

(c) The proposed Amendment will aid in the redevelopment of the Project Area in conformity with the Community Redevelopment Law and in the interests of the public peace, health, safety and welfare. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that implementation of the Redevelopment Plan will serve to eliminate remaining blight and improve physical and economic conditions in the Project Area and that eminent domain authority is necessary for the full and effective implementation of the Redevelopment Plan.

(d) The Redevelopment Plan, as it is proposed to be amended by the Amendment, is consistent with the General Plan of the City of Antioch. This finding is based upon the findings of the Planning Commission set forth in Resolution No. 99-19, adopted on August 18, 1999, a copy of which is included in the Agency's Report to the City Council.

(e) The carrying out of the Redevelopment Plan, as it is proposed to be amended by the Amendment, will promote the public peace, health, safety and welfare of the City of Antioch and will effectuate the purposes and policy of the

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Community Redevelopment Law. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that redevelopment, as contemplated by the Redevelopment Plan, will benefit the Project Area by authorizing the Agency to assemble sites for redevelopment to correct the significant blight remaining in the Project Area.

(f) The condemnation of real property within the Project Area, as provided for in the proposed Amendment, is necessary to the execution of the Redevelopment Plan, and adequate provisions have been made for the payment for property to be acquired as provided by law. This finding is based upon the facts set forth in the Agency's Report to the City Council, in particular that, without eminent domain authority, certain sites within the Project Area could not be assembled for redevelopment. This finding is further based on the fact that, in connection with the acquisition of property by the Agency, the Agency will comply with all applicable provisions of the California Eminent Domain Law (Code of Civil Procedure Section 1230.010 et seq.) and the California Relocation and Real Property Acquisition Law (Government Code Section 7260 et seq.), including provisions requiring the payment of just compensation.

(g) The elimination of blight and the redevelopment of the Project Area could not reasonably be expected to be accomplished by private enterprise acting alone without the aid and assistance of the Agency. This finding is based upon the facts that, because of the higher costs and more significant risks associated with development of blighted areas, individual developers are unable and unwilling to invest in blighted areas without substantial public assistance; that funds of other public sources and programs are insufficient to eliminate the blighting conditions; and that, without the Agency's use of eminent domain, sites could not be assembled for redevelopment.

(h) The time limitation in the Redevelopment Plan regarding the Agency's eminent domain authority, as amended by the Amendment, is reasonably related to the proposed projects to be implemented in the Project Area and the ability of the Agency to eliminate blight within the Project Area. This finding is based upon the fact that Section 33333.4 of the Community Redevelopment Law provides that a time limit, not to exceed 12 years from the adoption of the Redevelopment Plan, may be established for commencement of eminent domain proceedings to acquire property within the Project Area and that said time limit may be extended by amendment of the Redevelopment Plan.

SECTION 3. In order to implement and facilitate the effectuation of the proposed Amendment, certain official actions must be taken by the City Council; accordingly, the

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City Council hereby: (a) pledges its cooperation in helping to carry out the Redevelopment Plan, as amended by the Amendment; (b) directs the various officials, departments, boards and agencies of the City of Antioch having administrative responsibilities in the Project Area likewise to cooperate to such end and to exercise their respective functions and powers in a manner consistent with the Redevelopment Plan, as amended by the Amendment; (c) stands ready to consider and take appropriate action on proposals and measures designed to effectuate the Redevelopment Plan, as amended by the Amendment; and (d) declares its intention to undertake and complete any proceedings, including the expenditure of moneys, necessary to be carried out by the City under the provisions of the Redevelopment Plan, as amended by the Amendment.

SECTION 4. The Council is satisfied that written objections, if any, received before or at the noticed public hearing have been responded to in writing. In addition, written findings have been adopted in response to each written objection, if any, of an affected property owner or taxing entity filed with the City Clerk either before or at the noticed public hearing.

SECTION 5. The Redevelopment Plan, as adopted and amended by Ordinance Nos. 290-C-S, 398-C-S, 653-C-S and 963-C-S, is hereby further amended as set forth in the "Amendment to the Redevelopment Plan for the Antioch Redevelopment Project," attached hereto. As so amended, the Redevelopment Plan is incorporated by reference herein. The Executive Director of the Agency is hereby authorized to combine the Redevelopment Plan, as amended by the Amendment, into a single document, and said document, when filed with the City Clerk and the Secretary of the Agency, shall constitute the official Redevelopment Plan for the Antioch Redevelopment Project.

SECTION 6. Ordinance Nos. 290-C-S, 398-C-S, 653-C-S and 963-C-S, are continued in full force and effect as amended by this Ordinance.

SECTION 7. The City Clerk is hereby directed to send a certified copy of this Ordinance to the Agency, and the Agency is hereby vested with the responsibility for carrying out the Redevelopment Plan, as amended by the Amendment.

SECTION 8. The City Clerk is hereby directed to record with the County Recorder of Contra Costa County a notice of the approval and adoption of the Amendment pursuant to this Ordinance, containing a statement that proceedings for the redevelopment of the Project Area pursuant to the Redevelopment Plan, as amended by the Amendment, have been instituted under the Community Redevelopment Law.

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SECTION 9. The City Clerk is hereby ordered and directed to certify to the passage of this Ordinance and to cause the same to be published once in *The Ledger Dispatch*, a newspaper of general circulation, published and circulated in the City of Antioch.

SECTION 10. If any part of this Ordinance, or the Amendment that it approves, is held to be invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance or of the Amendment, and this City Council hereby declares that it would have passed the remainder of the Ordinance, or approved the remainder of the Amendment, if such invalid portion thereof had been deleted.

SECTION 11. Effective Date. This Ordinance shall be in full force and effect thirty (30) days after its adoption.

* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch, held on the 28th day of September, 1999, and passed and adopted at a regular meeting thereof, held on the 26th day of October, 1999.

AYES: Council Members Freitas, Soliz, Davis, and Mayor Rocha.

NOES: Council Member Sudario.

ABSENT: None.

s/ Mary Helen Rocha
MAYOR OF THE CITY OF ANTIOCH

ATTEST:

s/ L. Jolene Martin
CITY CLERK OF THE CITY OF ANTIOCH

EXHIBIT "A"

PROJECT AREA
BOUNDARY DESCRIPTION

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Beginning at the most northerly boundary corner of the City of Antioch; thence generally south along the West boundary to a point on the north line of State Highway 4 and its intersection with the east line of the Los Medanos Wasteway; thence southerly along said east line to the south line of Delta Fair Boulevard; thence easterly along said south line to the northwest corner of Parcel 74-123-04; thence southerly and easterly along the west and south boundaries of said parcel to the west line of Fairview Drive; thence southerly along said west line to the north line of Parcel 74-123-05; thence westerly along said north line to the north line of a 100 foot East Bay Municipal Utility District right-of-way; thence westerly along said north line to the east line of said Los Medanos Wasteway; thence southerly along said east line to the south line of Buchanan Road; thence easterly along said south line to the northwest corner of Parcel 75-010-07; thence southerly and easterly along south and west boundaries of said parcel to the center line of Somersville Road; thence southerly along said center line to a point on the southwest line of the Contra Costa Canal, said point being on the boundary of the City of Antioch; thence southerly, easterly, and northerly along said boundary to said southwest line of the Contra Costa Canal; thence northerly along said southwest line to the east line of Markley Creek; thence northeasterly along said east line to the west line of Parcel 76-030-068; thence southerly, easterly, and northerly along the west, south, and east boundary lines of said parcel to the east line of Markley Creek; thence northeasterly along said east line to the north line of Mahogany Way; thence westerly along said north line to the southwest corner of Parcel 74-370-008; thence northerly along the west line of said parcel to the south line of Sycamore Drive; thence easterly along said south line to the northeast corner of said Parcel 74-370-008; thence northerly across Sycamore Drive and along the east boundary of Parcel 74-370-004 to the south line of the Southern Pacific Railroad; thence easterly along the Southern Pacific Railroad to a point which is south of the southwest corner of Parcel 74-321-002; thence northwesterly along the south line of Fairview Terrace subdivision to the southeast corner of Parcel 74-180-003; thence along the southeast boundary of said parcel to the north line of West 18th Street; thence along said north line to the southeast corner of Parcel 74-171-003; thence along the west line of the Fairview Terrace subdivision to a point on the south line of Parcel 74-160-001; thence easterly along the north line of Parcel 74-160-008 and Parcel 74-334-027 to the northeast corner of said Parcel 74-334-027; thence north along the east line of Parcel 74-334-026 and Parcel 74-334-015 to the south line of 10th Street; thence easterly along the south line of 10th Street to the west line of Parcel 67-021-001; thence southerly and easterly along the boundary of said parcel and Parcel 67-021-002 and across "L" Street to the east line, thence south to the southwest corner of Parcel 67-022-002; thence easterly along the north line of Loma Lane to the east line of "H" Street; thence northerly to the northwest corner of Parcel 67-050-016; thence easterly to the east line of "G" Street; thence southerly to the southwest corner of Parcel 67-060-001; thence easterly and northerly along said boundary to the south line of 10th Street; thence westerly to a point which is south of the

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southeast corner of Parcel 66-207-014; thence northerly along the east line of Parcels 66-207-014 and 66-207-008 to the south line of 9th Street; thence west to the east line of "G" Street; thence northerly to the northwest corner of Parcel 66-203-014; thence westerly to the west line of "H" Street; thence southerly to the southeast corner of Parcel 66-205-008; thence westerly to the southeast corner of Parcel 66-217-007; thence along the boundary of said parcel northerly and westerly to the west line of "I" Street; thence southerly to the north line of 10th Street; thence westerly to the west line of "O" Street; thence northerly along "O" Street to the northeast corner of Parcel 74-130-043; thence westerly 150 feet; thence northerly to the south line of 6th Street; thence east to the east line of "M" Street; thence north to the south line of 4th Street; thence east to the east line of "L" Street; thence north to the northwest corner of Parcel 66-103-008; thence easterly to the southwest corner of Parcel 66-092-012; thence southerly to the south line of 3rd Street; thence easterly to the northeast corner of Parcel 66-107-009; thence south to the south line of Fourth Street; thence east to the northeast corner of Parcel 66-133-010; thence south to the southeast corner thereof; thence easterly to the east line of "I" Street to the west line of Parcel 66-141-006; thence southerly, easterly, and northerly along the west, south, and east boundary of said parcel to the northwest corner of parcel 66-141-005; thence easterly to the west line of "H" Street; thence southerly to the south line of 6th Street; thence easterly to the east line of "F" Street; thence northerly to the south line of 4th Street; thence easterly to the northeast corner of Parcel 66-144-009; thence northerly to the northwest corner of Parcel 66-052-004; thence easterly and along the north lines of Parcels 66-057-004, 66-057-003, 66-057-002, and 66-057-001 to the east line of "E" Street; thence northerly to the south line of 3rd Street; thence east to the west line of "C" Street; thence southerly to the south line of 4th Street; thence easterly to the west line of "B" Street; thence southerly to the south line of 6th Street; thence easterly to the northeast corner of Parcel 66-161-013; thence southerly to the north line of 8th Street; thence westerly to the southwest corner of Parcel 66-163-003; thence southerly to the north line of 9th Street; thence westerly to the west line of "B" Street; thence southerly to the north line of 10th Street; thence westerly to the southwest corner of Parcel 66-189-003; thence southerly and easterly along the boundary of Parcel 67-092-001, to the northeast corner of Parcel 67-092-003; thence southerly to the southeast corner of Parcel 67-093-016; thence westerly, southerly, and easterly along the north, west, and south boundary lines of Parcel 67-093-019 to the northwest corner of Parcel 67-102-067; thence southerly to the southwest corner of Parcel 67-102-052; thence easterly to the northeast corner of Parcel 67-102-007; thence southerly to the south side of 15th Street; thence easterly to the northeast corner of Parcel 67-103-026; thence southerly to the southeast corner thereof; thence southerly, easterly, southerly, and westerly along the eastern boundary lines of Parcel 67-103-017 to the northwest corner of Parcel 67-103-018; thence southerly to the south line of 17th Street; thence west and south along the boundary of Parcel 67-243-030 to the southwest corner thereof; thence westerly to the northwest corner of Parcel 67-243-006; thence southerly to the south line of 18th Street; thence westerly to the northwest corner of Parcel 67-246-008; thence southerly to the southwest corner thereof; thence westerly to the northeast corner of Parcel 67-262-002; thence southerly

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to the north line of 19th Street; thence westerly to the southwest corner of Parcel 67-251-004; thence northerly to the northwest corner thereof; thence westerly to the east line of "D" Street; thence southerly to the north line of 20th Street; thence easterly to the east line of "C" Street; thence northerly to the northwest corner of Parcel 67-263-004; thence easterly to the northeast corner of Parcel 67-263-001; thence southerly to the northwest corner of Parcel 67-251-010; thence easterly to the northeast corner of Parcel 67-251-009; thence southerly to the south line of 20th Street; thence easterly to the northeast corner of Parcel 67-252-007; thence southerly to the southeast corner thereof; thence westerly to the southwest corner of Parcel 67-252-001; thence northerly to the southeast corner of Parcel 67-266-007; thence westerly to the east line of "C" Street; thence north to the south line of 20th Street; thence westerly to the east line of "D" Street; thence southerly to the south line of Parcel 67-277-002; thence southeast to the northeast corner of Parcel 67-274-005; thence southerly to the south line of West Madill Street; thence easterly to the northwest corner of Parcel 67-275-023; thence southerly to the south line of Rossi Avenue; thence west, south, and east along the boundary line of Parcel 67-282-029 to the northwest corner of Parcel 67-232-026; thence southerly to the south line of Texas Street; thence easterly to the west line of "A" Street; thence southerly to the north line of Drake Street; thence easterly to the southeast corner of Parcel 63-142-019; thence westerly and northerly along the boundary of subdivision Sunset Gardens to the south line of Brian Ave; thence easterly to the point south of the southeast corner of Parcel 68-132-036; thence northerly to the northeast corner of said parcel; thence easterly, northerly, and westerly along the boundary of Parcel 68-132-033 to the southeast corner of Parcel 68-132-037; thence northerly to the northeast corner of Parcel 68-131-037; thence easterly and northerly along the south and east boundary of Parcel 68-131-031, to the south line of Southern Pacific Railroad; thence along said south line northwesterly to the east line of "A" Street; thence northerly to the south line of 19th Street; thence easterly to the point which is south of the southeast corner of Parcel 68-011-034; thence northerly along the east boundary lines of Parcels 68-011-034 and 68-011-001 to the south line of E. 18th Street; thence easterly to the west line of Evergreen Avenue; thence southerly to the point which is west of the southwest corner of Parcel 68-017-010; thence easterly to the southeast corner thereof; thence northerly to the south west corner of Parcel 68-041-002; thence easterly to the east line of Helmut Lane; thence northerly to the southwest corner of Parcel 68-041-011; thence easterly to the southeast corner of said parcel; thence southerly to the southwest corner of Parcel 68-041-013; thence easterly to the east line of Alpha Way; thence southerly to the southwest corner of Parcel 68-042-023; thence easterly to the southeast corner thereof; thence southerly to the southwest corner of Parcel 68-042-003; thence easterly to the east line of Crestwood Drive; thence northerly to the northwest corner of Parcel 68-043-011; thence easterly to the southeast corner of Parcel 68-046-034; thence northerly and easterly along the west and north boundary lines of Parcel 68-046-003 to the east line of Cavallo Road; thence north to the southwest corner of Parcel 68-051-015; thence easterly to the southeast corner of Parcel 68-051-019; thence southerly to the southwest corner of Parcel 68-051-042; thence easterly to the southwest corner of Parcel 68-051-024; thence northerly to the northwest

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corner of Parcel 68-051-037; thence easterly to the east line of Biglow Drive; thence northerly to the north line of E. 18th Street; thence easterly to the west line of Hillcrest Avenue; thence southerly along the west line of Hillcrest Avenue to a point which is west of the south west corner of Parcel 51-272-035; thence easterly and northerly along the south and east boundary of said parcel to the south line of E. 18th Street; thence easterly to the northeast corner of Parcel 51-272-006; thence southerly to the southeast corner of Parcel 51-242-005; thence westerly to the east line of Hillcrest Avenue, said line being the Antioch City Limits; thence along said Antioch City Limits line southerly, easterly, northerly, and westerly to the southeast corner of Parcel 51-263-019; thence westerly to the southwest corner of Parcel 51-265-035; thence westerly along the south lines of Parcels 51-120-022 and 51-120-023 to the southeast corner of Parcel 51-120-016; thence westerly to the east line of Hillcrest Avenue; thence northerly to a point which is east of the northeast corner of Parcel 65-262-024; thence westerly to the southeast corner of Parcel 65-262-027; thence westerly along the south line of Lake Alhambra subdivision to the southeast corner of Parcel 65-235-019; thence northerly to the south line of South Lake Drive; thence westerly to the west line of Alhambra Drive; thence southerly to the northeast corner of Parcel 65-142-023; thence along the boundary of said parcel westerly to the east line of Amber Drive; thence northerly to a point which is east of the southeast corner of Parcel 65-143-013; thence westerly to the southwest corner of Parcel 65-143-007; thence northerly to the north line of Amber Drive; thence westerly to the east line of Cavallo Road; thence northerly to a point which is east of the northeast corner of Parcel 65-151-037; thence westerly to the northwest corner thereof; thence southerly to the northeast corner of Parcel 65-151-002; thence westerly to the west line of Noia Avenue; thence southerly to the northeast corner of Parcel 65-152-043; thence westerly to the west line of Wisner Drive; thence northerly to the northeast corner of Parcel 65-152-027; thence westerly and southerly along the north and west lines of said parcel to the northeast corner of Parcel 65-161-001; thence westerly to the west line of Marie Avenue; thence northerly to the southeast corner of Parcel 65-164-012; thence westerly, northerly, and westerly along the boundary of Parcel 65-164-023 to the northwest corner thereof; thence northerly to the south line of East 16th Street; thence westerly to the northeast corner of Parcel 65-172-022; thence southerly to the southeast corner thereof; thence westerly to the north west corner of Parcel 65-172-027; thence southerly to the southeast corner of Parcel 65-172-007; thence westerly along the boundary lines of Parcels 65-172-024, 65-172-025, and 65-172-020 to the northwest corner of Parcel 65-172-028; thence northerly to the southeast corner of Parcel 65-183-009; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-007; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-006; thence westerly to the southwest corner of Parcel 65-183-004; thence northerly to the north line of East 16th Street; thence westerly to the southwest corner of Parcel 65-182-030; thence northerly to the northwest corner thereof; thence easterly to the southeast corner of Parcel 65-182-027; thence northerly to the northwest corner of Parcel 65-181-020; thence easterly to the southeast corner of Parcel 65-181-014; thence northerly and westerly along the east and north line of said parcel to the east line of "A" Street; thence northerly to the northwest corner of Parcel 65-181-018; thence easterly to the southeast

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corner of Parcel 65-075-002; thence northerly to the north line of E. 13th Street; thence easterly to the southeast corner of Parcel 65-071-009; thence northerly to the southeast corner of Parcel 65-064-005; thence westerly to "A" Street; thence northerly to the southwest corner of Parcel 65-061-008; thence easterly to the southeast corner thereof; thence northerly to the north line of Wilbur Avenue; thence easterly to the southeast corner of Parcel 66-164-007; thence northerly to the point on the south line of Parcel 66-164-010; thence westerly to the southwest corner of Parcel 66-164-013; thence northerly to the north line of 7th Street; thence easterly to the southeast corner of Parcel 66-162-008; thence northerly to a point on the south line of Parcel 66-162-011; thence easterly and northerly along the southerly and easterly boundaries of said parcel to the south line of 6th Street; thence northerly to the southeast corner of Parcel 66-032-018; thence northerly to the northeast corner thereof; thence easterly to the east line of the roadway described in Book 27 of Deeds at Page 475; thence southerly along the east line thereof to the northwest corner of Parcel 65-050-026; thence easterly to the northeast corner of Parcel 65-050-013; thence north, east, and south along the boundary of Parcel 65-050-006 to the northwest line of Parcel 65-050-005; thence easterly along the northerly and easterly property lines of Parcels 65-050-005, and 65-050-029, to the northeast corner of Parcel 65-050-029; thence southerly to the northerly most point of Parcel 65-050-017; thence southeasterly along the eastern boundary of said Parcel 65-050-017 to the north line of Wilbur Avenue; thence easterly along the north line of Wilbur Avenue to a point which is north of the west line of Marie Avenue; thence south to the south line of Wilbur Avenue, thence east to the northeast corner of Parcel 65-101-014; thence southerly to the northwest corner of Parcel 65-101-015; thence easterly to the northeast corner of Parcel 65-110-012, said corner being on the Antioch City Limits; thence along northerly, and westerly along said City of Antioch boundary to the point of beginning.

* * * * *

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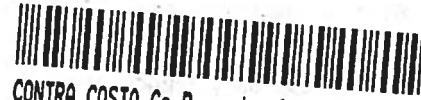
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4. Exception_03b_20070192911

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RECORDED AT REQUEST OF
AND FOR THE BENEFIT OF:
CITY OF ANTIOCH

WHEN RECORDED MAIL TO:
L. Jolene Martin
City Clerk
P.O. Box 5007
Antioch, CA 94531-5007



CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2007-0192911-00

Check Number

Tuesday, JUL 03, 2007 14:32:00

FRE \$0.00!!

Ttl Pd \$0.00

Nbr-0003770708
lee/R5/1-6

REVISED NOTICE OF ADOPTION OF THE
REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT AREA NO. 1

Recording Requested by
and When Recorded Return to:

L. Jolene Martin, City Clerk
City of Antioch
P.O. Box 5007
Antioch, Ca 94531-5007

Exempt from recording fees pursuant to
Government Code Section 27383

**ALL PROPERTY TO WHICH THIS NOTICE PERTAINS
IS LOCATED WITHIN THE ANTIOCH REDEVELOPMENT PROJECT AREA NO. 1**

**REVISED NOTICE OF ADOPTION OF THE
REDEVELOPMENT PLAN FOR THE
ANTIOCH REDEVELOPMENT PROJECT AREA NO. 1**

NOTICE IS HEREBY GIVEN, in compliance with Section 33373(c) of the California Health and Safety Code which became effective January 1, 2007, that the City Council of the City of Antioch, California ("City Council") adopted Ordinance No. 290 C.S. on July 15, 1975, as amended, approving and adopting the Redevelopment Plan for the Antioch Project Area No. 1 (the "Redevelopment Plan"). The Antioch Development Agency ("Agency") is vested with the responsibility to carry out the Redevelopment Plan.

A legal description of the boundaries of Project Area No. 1 is attached hereto as Exhibit A and incorporated herein by reference and a copy of the Redevelopment Plan may be obtained from the Agency.

Proceedings for the redevelopment of Project Area No. 1, as contemplated by the Redevelopment Plan have been instituted under the California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*).

AGENCY'S EMINENT DOMAIN AUTHORITY. Sections 104, 105 and 701 of the Redevelopment Plan provides as follows:

When the Agency exercises its power of eminent domain, it shall be exercised within the following limitations:

The Redevelopment Plan may be amended by means of the procedures established in Section 33354.6 and/or Sections 33450-33458 of the Community Redevelopment Law or by any other procedure hereafter established by law; however, the Redevelopment Plan may not be

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amended to provide for the acquisition by eminent domain on any property zoned for residential uses as of the date the ordinance adopting the third amendment to the Plan becomes effective.

It is in the public interest and is necessary in order to eliminate the conditions requiring redevelopment and in order to execute this Plan for the power of eminent domain to be employed by the Agency to acquire real property in the Project Area which cannot be acquired by gift, devise, exchange, purchase, or any other lawful method. Eminent Domain proceedings, if used, must be commenced within twelve (12) years from the date the ordinance adopting the third amendment to the Plan becomes effective (or by October 26, 2011). This time limit for commencement of eminent domain proceedings may be extended only by amendment of the Plan.

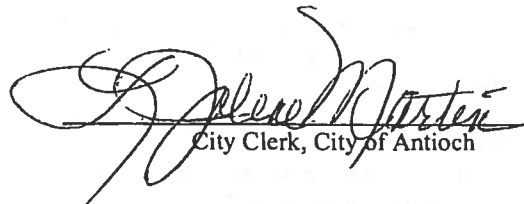
The Agency shall not acquire by eminent domain real property zoned for residential uses as of the date the ordinance adopting the third amendment to the Plan becomes effective.

It is the policy of the Agency to encourage the participation of property owners and businesses within the Project Area. Accordingly, the Agency has adopted Rules Governing Participation by, and the Extension of Reasonable Preferences to, Property Owners and Tenants in Project Area No. 1, which extend reasonable preferences to property owners and tenants in the Project Area, to participate in the redevelopment of the Project Area. The power of eminent domain shall not be exercised except in compliance with the rules and procedures set forth therein, as amended from time to time.

Generally, personal property shall not be acquired. However, where necessary in the execution of the Redevelopment Plan, the Agency is authorized to acquire personal property in the Project Area by any lawful means.

Filed for recordation with the County Recorder of Contra Costa County by order of the City Council of the City of Antioch, California.

Dated: June 21, 2007.


City Clerk, City of Antioch

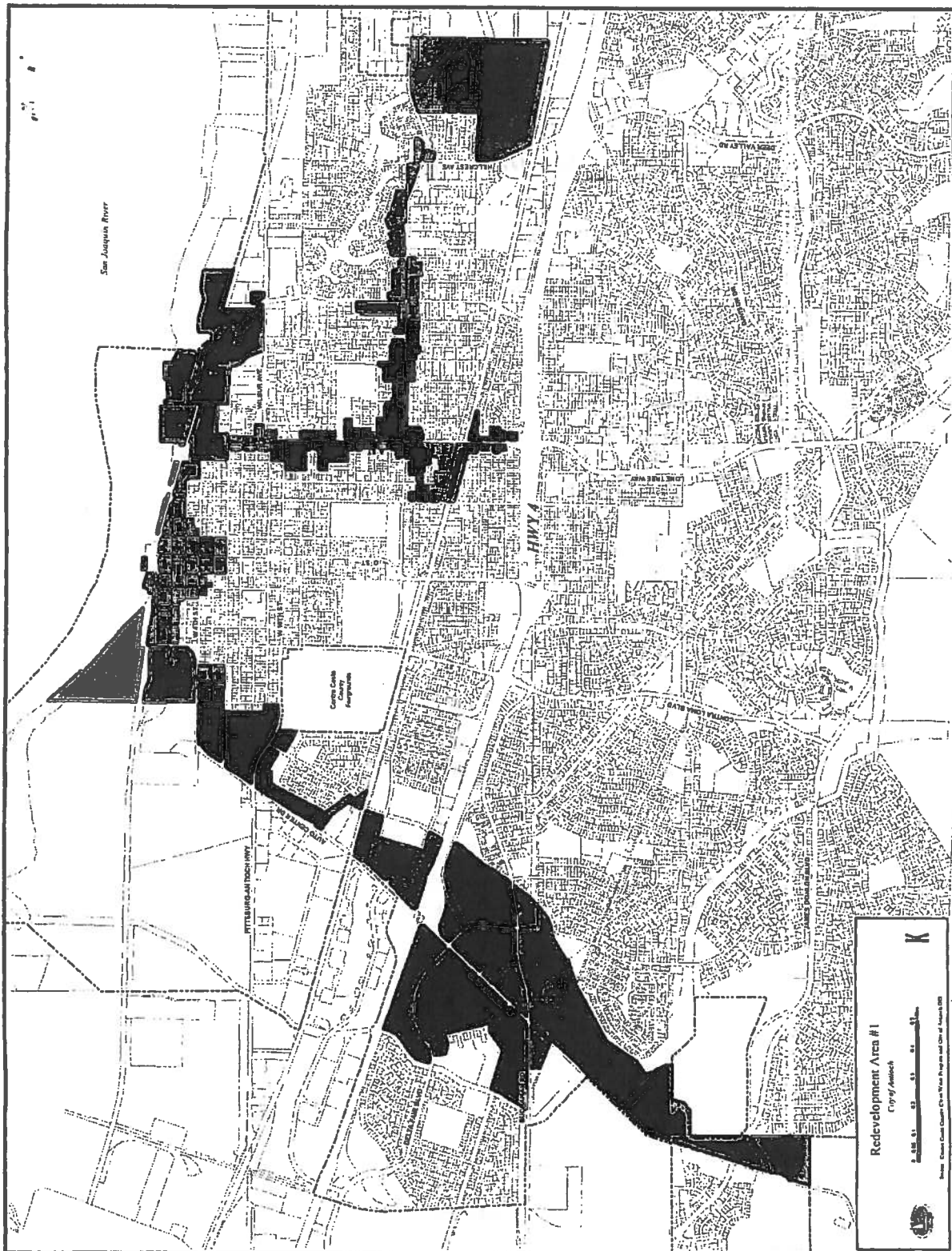
Attachment: Legal Description

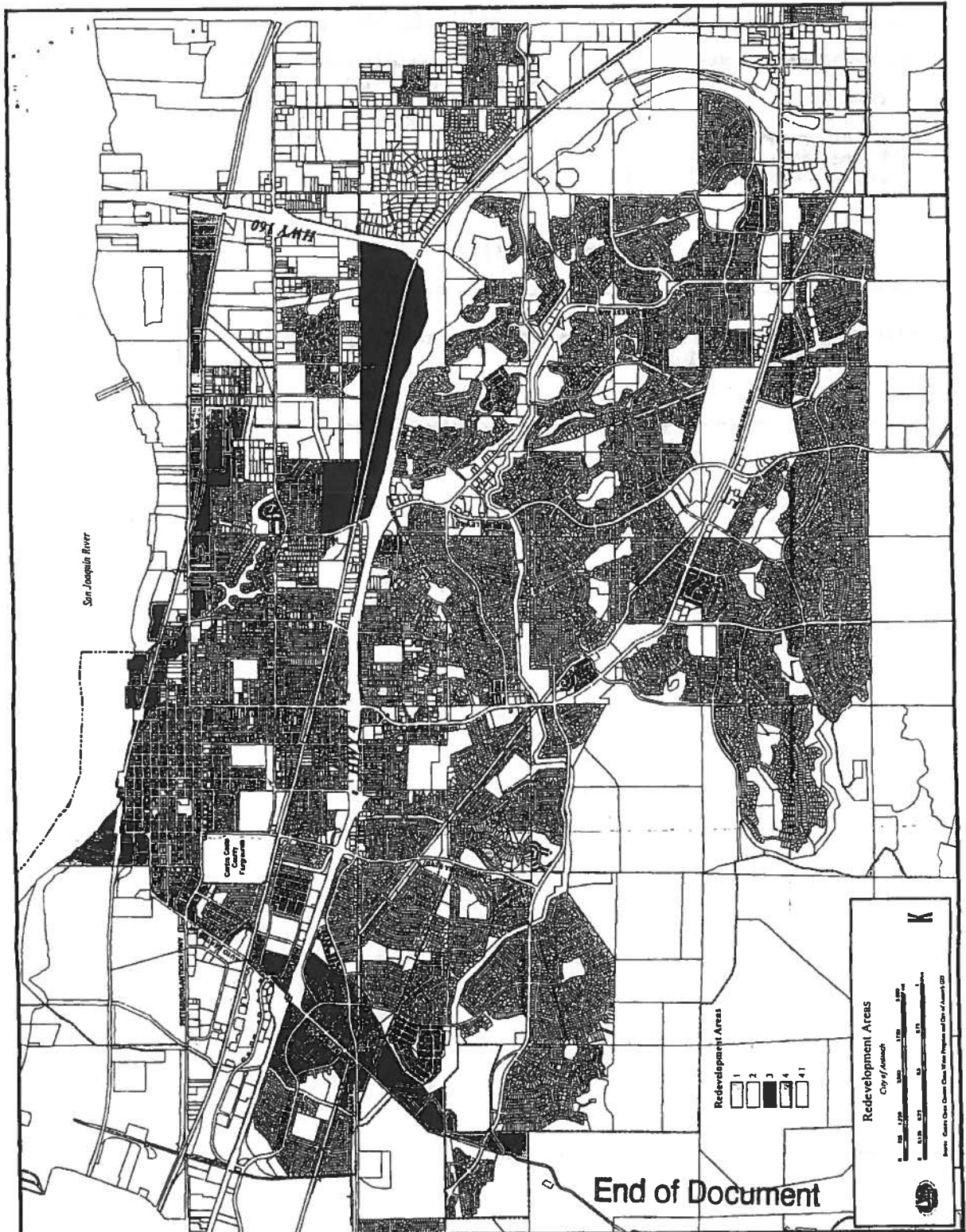
EXHIBIT A

LEGAL DESCRIPTION OF PROJECT AREA NO. 1

Exhibit A

1017001v1 21132/0001





5. Exception_04_970140390

Recording Requested By:

Contra Costa County

Return To:

**Board of Supervisors
651 Pine St., Room 106
Martinez, CA 94553**

CONTRA COSTA Co Recorder's Office
STEPHEN L. WEIR, County Recorder

DOC - 97-0140390-00

Wednesday, AUG 06, 1997 11:04:40

FEE \$0.00!!

Ttl Pd \$0.00

Nbr-0000130075

lrc/R9/1-6

Document Title(s)

ORDINANCE NO. 97-30 REVISION OF EASTERN CONTRA COSTA SUB-REGIONAL
TRANSPORTATION MITIGATION FEES

97 140390

**Ordinance No. 97- 30
(Revision of Eastern Contra Costa Sub-Regional
Transportation Mitigation Fees)**

The Board of Supervisors of Contra Costa County ordains as follows:

SECTION I. SUMMARY. This ordinance provides for the revision of fees to be used for bridge and major thoroughfare improvements within the Eastern Contra Costa Sub-Regional Transportation Mitigation Area of Benefit.

SECTION II. REPLACEMENT. Ordinance 94-54 shall be repealed and replaced by this ordinance.

SECTION III. AUTHORITY. This ordinance is enacted, in part, pursuant to Government Code Section 66484 and Division 913, Title 9, of the Contra Costa County Ordinance Code.

SECTION IV. NOTICE AND HEARING. This ordinance was adopted pursuant to the procedure set forth in Government Code Sections 65091, 66017(a) and 66484, and Division 913, Title 9 of the Contra Costa County Ordinance Code, and all required notices have been properly given and public hearings held.

SECTION V. FEE ADOPTION. The following revised fees are hereby adopted for the Eastern Contra Costa Sub-Regional Transportation Mitigation Area of Benefit to fund bridge and major thoroughfare improvements described in the Revised Development Program Report dated July 26, 1994 and in the Addendum to said Report dated July 22, 1997 on file with the Clerk of the Board, and shall be levied and collected pursuant to the above authorities:

Eastern Contra Costa Sub-Regional Transportation Mitigation Fees:

<u>Land Use</u>	<u>Fee</u>
Single Family (SF) Residential	\$4,903 per dwelling unit
Multi Family Residential	80% of SF rate (\$3923)
Commercial	\$0.55 per square foot of gross floor area
Office	\$0.57 per square foot of gross floor area
Industrial	\$0.30 per square foot of gross floor area
Other	\$4,903 per peak hour trip

The fee rate for the Bay Point area for single family units and for the "Other" category shall be \$1,206. The rate for multiple family units will be 80% (\$965) of the single family rate. The Commercial, Office and Industrial land use rates are the same as shown above.

97 140390

Fees shall be collected when building permits are issued in accordance with Section 913.4,204 of Title 9 of the Contra Costa County Ordinance Code.

The revised fees payable under this ordinance shall be in addition to fees payable for the following areas of benefit:

1. Bethel Island Regional Area of Benefit
2. Discovery Bay Area of Benefit
3. Oakley/North Brentwood Area of Benefit.
4. East County Regional Area of Benefit (This area of benefit includes the East County Sub-area, the Pittsburg/Antioch Sub-area and the Marsh Creek Sub-area.)
5. Bay Point Area of Benefit

However, where fees are payable for the Discovery Bay Area of Benefit, Oakley/North Brentwood Area of Benefit or East County Regional Area of Benefit, the portion thereof that is allocated to the State Route 4 Bypass shall be credited against the fees payable under this ordinance, as necessary to avoid double payment for the State Route 4 Bypass.

The following shall be exempt from the fees levied under this ordinance: (1) any developments required under conditions of approval to construct certain off-site road improvements in lieu of fee payment subject to approval of the East Contra Costa Regional Fee and Financing Authority; and (2) any unimproved subdivision lots for which fees paid for one of the above areas of benefit (Nos 1-5) were previously paid, prior to August 8, 1994, at the time of map recordation.

SECTION VI. FEE AREA. The revised fees set forth in this ordinance shall apply to all property described in Exhibit A attached hereto.

SECTION VII. SENIOR HOUSING. Nothing in this Ordinance shall be construed to abridge or to modify the Board's discretion, upon proper application for senior housing or congregate care facilities pursuant to Government Code Section 65915, to adjust or to waive the fees provided for within this ordinance, in accordance with the Eastern Contra Costa Regional Fee and Financing Authority policies.

SECTION VIII. PURPOSE AND USE OF FEES. The purpose of the fees described in this ordinance is to generate funds to finance improvements to certain bridges and major thoroughfares in the Eastern Contra Costa Sub-Regional Transportation Mitigation Area of Benefit. The fees will be used to finance the road improvements listed in the Revised Development Program Report dated July 26, 1994 and the Addendum to said Report dated July 22, 1997. As discussed in more detail in the Report and Addendum, there is a reasonable relationship between the fees and the types of development projects that are subject to the fees in that the development projects will generate additional traffic on bridges and major thoroughfares in the East County area, thus creating a need to expand, extend or improve existing bridges and major thoroughfares and a need to construct new bridges and major thoroughfares to mitigate adverse traffic and infrastructure impacts that would otherwise result from such development projects.

97 140390

SECTION IX. SEVERABILITY. If any fee or provision of this ordinance is held invalid or unenforceable by a court of competent jurisdiction, that holding shall not affect the validity or enforceability of the remaining fees or provisions, and the Board declares that it would have adopted each part of this ordinance irrespective of the validity of any other part.

SECTION X. REVIEW OF FEES. Project cost estimates shall be reviewed every year that this ordinance is in effect. The fee schedule shall be adjusted annually on January 1, to account for inflation using the Engineering News Record Construction Cost Index. Such adjustment shall not require further notice or public hearing.

SECTION XI. EFFECTIVE DATE. This ordinance shall become effective 60 days after passage. Within 15 days of passage, this ordinance shall be published once with the names of the Supervisors voting for and against it in the Brentwood News, Ledger Dispatch, and the Contra Costa Times, a newspaper of general circulation published in this County Pursuant to Section 913-6.026 of the Contra Costa County Ordinance Code, the Clerk of the Board shall promptly file a certified copy of this ordinance with the County Recorder.

SECTION XII. EXISTING FEE. The replacement of Ordinance 84-54 shall not effect any fees accrued thereunder prior to effective date of this ordinance, and such fees shall remain subject to payment and collection.

PASSED and ADOPTED on July 22, 1997 by the following vote:

AYES: Supervisors Rogers, Uilkema, Gerber, Canciamilla and DeSaulnier

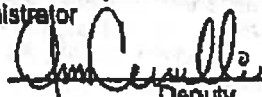
NOES: None

ABSENT: None

ABSTAIN: None

Attest: Phil Batchelor, Clerk of
the Board of Supervisors and County
Administrator

By:


Deputy


Board Chair

JS:MW/nwsh
g:\trans\97\Ordin\Estem2.wpd
7/27/97

Boundary Description
East County Area of Benefit

97 140390

EXHIBIT "A"

The eastern portion of Contra Costa County, California, bounded on the north, east, and south by the boundary of said county, and bounded on the west by the following described line.

Beginning in Suisun Bay on the boundary of Contra Costa County at the northern prolongation of the west line of Section 5, Township 2 North, Range 1 West, Mount Diablo Meridian; thence from the Point of Beginning, along said prolongation and west lines of Sections 5 and 8 (T2N, R1W), southerly 14,225 feet, more or less, to the west quarter corner of said Section 8; thence along the midsection line of Section 8, easterly 5,280.06 feet, more or less, to the east quarter corner of said Section 8; thence along the east lines of Sections 8 and 17 (T2N, R1W), southerly 6,450 feet, more or less, to the southwest corner of PARCEL "A" of Subdivision M5 9-05 filed January 20, 1984 in Book 109 at page 10, Parcel Maps of said county, also being an angle point on the boundary of "CONCORD NAVAL WEAPONS STATION ANNEXATION" to the City of Concord certified November 1, 1966; thence along said annexation boundary as follows: (1) southeasterly 8,670.76 feet to the north line of Section 27 (T2N, R1W), (2) southeasterly 10,641.44 feet, (3) southerly 3,015.62 feet, (4) southerly 1,478.05 feet, and (5) southwesterly 817.33 feet to the south line of U.S.A. Explosive Safety Zone recorded December 27, 1977 in Volume 8545 at page 682, Official Records of said county, and shown on the Record of Survey filed January 6, 1985 in Book 76 at page 12, Licensed Surveyors Maps of said county; thence leaving said annexation boundary and following the boundary of said safety zone (also being the boundary of "BRINTON ANNEXATION" to the City of Concord certified July 15, 1987) as follows: (1) easterly 1,398.01 feet, (2) easterly 660.00 feet, (3) northerly 646.64 feet and (4) easterly 659.60 feet, to the west line of Section 1 (T1N, R1W); thence leaving the boundary of said safety zone, along said west line, southerly 2,582 feet, more or less, to the southeast corner of "BRINTON ANNEXATION" on the north right of way line of Kirker Pass Road (also being the northeast corner of "BERNSTEIN ANNEXATION" to the City of Concord certified March 29, 1972); thence continuing along the west line of Section 1 (also being the east line of "BERNSTEIN ANNEXATION"), southerly 2,300 feet, more or less, to the southwest corner of said Section 1 on the north line of "OAKHURST COUNTRY CLUB AREA ANNEXATION" to the City of Clayton certified November 30, 1987; thence leaving the boundary of the City of Concord and following the boundary of said City of Clayton annexation as follows: (1) along the south line of Section 1, easterly 5,254.46 feet, to the northeast corner of Section 12 (T1N, R1W) on Mount Diablo Meridian, (2) along said meridian, southerly 10,353.95 feet, to the northeast corner of Section 24 (T1N, R1W), (3) along the north line of Section 24, westerly 1,405.17 feet, to the northeast right of way line of Marsh Creek Road shown on the Record of Survey filed September 29, 1966 in Book 45 of Licensed Surveyors Maps at page 2, (4) along said right of way line in a general southeasterly direction 1,526.21 feet to Mount Diablo Meridian, and (5) along said meridian, southerly 936.04 feet, to the most southeastern corner of said annexation; thence leaving said annexation boundary, continuing along said meridian, southerly 72.75 feet, to the northwest corner of "OAKWOOD ANNEXATION" to the City of Clayton certified August 16, 1990; thence along the boundary of "OAKWOOD ANNEXATION" (also being the boundary of Subdivision 7259 "Oakwood" filed December 12, 1990 in Book 354 of Maps at page 5) as follows: (1) easterly 339.92

97 140390

feet, (2) in a general northeasterly direction 339.14 feet, (3) in a general southerly direction 610.45 feet, (4) southwesterly 632.77 feet, and (5) westerly 215.95 feet to the southwest corner of "OAKWOOD ANNEXATION" on Mount Diablo Meridian; thence leaving said annexation boundary, along said meridian, southerly 13,854.07 feet, to National Geodetic Survey Station "Mount Diablo;" thence continuing along said meridian, southerly 15,840 feet, more or less, to the southwest corner of Section 18 (T1S, R1E); thence along the south lines of Sections 18, 17, 16, 15 and 14 (T1S, R1E), easterly 26,373 feet, more or less, to the northwest corner of Section 24 (T1S, R1E); thence along the west lines of Sections 24 and 25 (T1S, R1E), southerly 10,550 feet, more or less, to the southwest corner of said Section 25; thence along the south line of Section 25 (T1S, R1E) and the south line of Section 30 (T1S, R2E), easterly 8,575 feet, more or less, to the southwest right of way line of Morgan Territory Road shown on the map of Subdivision MS 18-86 filed February 28, 1992 in Book 187 of Parcel Maps at page 43; thence along said southwest line in a general southeasterly direction 688 feet, more or less, to the southwestern prolongation of the northwest line of Subdivision MS 31-78 filed December 31, 1990 in Book 91 of Parcel Maps at page 44; thence along said prolongation and northwest line, northeasterly 2,255.06 feet, to the west line of Section 29 (T1S, R2E); thence along said west line, southerly 1,020.02 feet, to the southwest corner of Section 29; thence along the south lines of Sections 29 and 28 (T1S, R2E), easterly 10,550 feet, more or less, to the northwest corner of Section 34, (T1S, R2E); thence along the west line of Section 34 (T1S, R2E) and the west lines of Sections 3 and 10 (T2S, R2E), southerly 14, 560 feet, more or less, to the boundary of Contra Costa County.

EXCLUDING THEREFROM:

1. Those portions lying within the boundaries of incorporated cities
2. The sphere of influence for the City of Clayton as adopted by the Local Agency Formation Commission and as shown in Exhibit I-4, page I-9 of the Clayton General Plan adopted July 17, 1985.

LH:jg:rst
dex:ECounty.AQB
3/31/94
4/18/94

END OF DOCUMENT

6. Exception_05_970140391

Recording Requested By:

Contra Costa County

Return To:

Board of Supervisors
651 Pine St., Room 106
Martinez, CA 94553

CONTRA COSTA Co Recorder's Office
STEPHEN L. WEIR, County Recorder

DOC - 97-0140391-00
Wednesday, AUG 06, 1997 11:04:48

FRZ \$0.0011

Ttl Pd \$0.00

Nbr-0000130076

lrc/R9/1-6

Document Title(s)

ORDINANCE NO. 97-29 URGENCY MEASURE FOR INTERIM AUTHORIZATION TO
REVISE EASTERN CONTRA COSTA SUB-REGIONAL TRANSPORTATION
MITIGATION FEES

97 140391

Ordinance No. 97-29

(Urgency Measure for Interim Authorization to Reviser Eastern Contra Costa Sub-Regional Transportation Mitigation Fees)

The Board of Supervisors of Contra Costa County ordains as follows:

SECTION I. SUMMARY. This ordinance provides for the adoption of an urgency measure as an interim authorization for fees to be used for bridge and major thoroughfare improvements within the Eastern Contra Costa Sub-Regional Transportation Mitigation Area of Benefit, which improvements are needed to protect the public health, safety and welfare.

SECTION II. FINDINGS. The Board finds that

Highway 4, which runs between Bay Point and Discovery Bay, is the major regional access route within the above-named area of benefit. Highway 4 is currently inadequate in capacity to serve present and anticipated traffic generated by development within the Cities of Pittsburg, Antioch and Brentwood, as well as the unincorporated areas of East County. As a result, Highway 4 is now experiencing travel delays and traffic congestion of increasing severity.

To adequately handle present and anticipated traffic within the East County area, and to provide congestion relief on Highway 4, it has been proposed to improve Highway 4 between Bailey Road and Antioch, to construct a new access route known as the State route 4 Bypass between Antioch and Brentwood, and to construct the Buchanan Bypass south of Pittsburg.

There is an urgent need for interim fees as the inadequacy of the transportation infrastructure within the above-named area of benefit caused significant congestion, delay and economic loss to the entire East County region. The resulting stressful driving conditions and reduction in air quality are adverse factors affecting the public health, safety and welfare.

Residential, commercial and other construction activity is increasing in the East County area and is expected to remain strong in the near future. The corresponding increase in traffic along Highway 4 and connecting streets will further reduce the quality of travel throughout the entire East County area.

Failure to adopt the interim fees at this time will result in loss of potential revenues as residential and commercial projects are built without having to contribute their fair share to the proposed improvements. The ability to finance construction of necessary bridge and major thoroughfare improvements within the East County area is detrimental to the public health, safety and welfare.

SECTION III. REPLACEMENT. Ordinance 94-54 shall be repealed and replaced by this ordinance.

SECTION III. AUTHORITY. This ordinance is enacted, in part, pursuant to Government Code Sections 66017(b) and 66484 and Division 913, Title 9, of the Contra Costa County Ordinance Code.

SECTION IV. NOTICE AND HEARING. This ordinance was adopted pursuant to the procedure set forth in Government Code Section 66017 (b).

97 140391

SECTION V. FEE ADOPTION. The following interim fees are hereby adopted for the Eastern Contra Costa Sub-Regional Transportation Mitigation Area of Benefit to fund the bridge and major thoroughfare improvements described in the Revised Development Program Report dated July 26, 1994 and in the Addendum to said Report dated July 22, 1997 on file with the Clerk of the Board, and shall be levied and collected pursuant to the above authorities.

Eastern Contra Costa Sub-Regional Transportation Mitigation Fees:

<u>Land Use</u>	<u>Fee</u>
Single Family (SF) Residential	\$4,903 per dwelling unit
Multi Family Residential	80% of SF rate (\$3923)
Commercial	\$0.55 per square foot of gross floor area
Office	\$0.57 per square foot of gross floor area
Industrial	\$0.30 per square foot of gross floor area
Other	\$4,903 per peak hour trip

The fee rate for the Bay Point area for single family units and for the "Other" category shall be \$1,206.

The rate for multiple family units will be 80% (\$965) of the single family rate.

The Commercial, Office and Industrial land use rates are the same as shown above.

Fees shall be collected when building permits are issued in accordance with Section 913-4.204 of Title 9 of the Contra Costa County Ordinance Code.

The interim fees payable under this ordinance shall be in addition to fees payable for the following areas of benefit:

1. Bethel Island Regional Area of Benefit
2. Discovery Bay Area of Benefit
3. Oakley/North Brentwood Area of Benefit
4. East County Regional Area of Benefit (This area of benefit includes the East County Sub-area, the Pittsburg/Artesia Sub-area and the Marsh Creek Sub-area.)
5. Bay Point Area of Benefit

However, where fees are payable for the Discovery Bay Area of Benefit, Oakley/North Brentwood Area of Benefit or East County Regional Area of Benefit, the portion thereof that is allocated to the State Route 4 Bypass shall be credited against the fees payable under this ordinance, as necessary to avoid double payment for the State Route 4 Bypass.

The following shall be exempt from the fees levied under this ordinance: (1) any developments required under conditions of approval to construct certain off-site road improvements in lieu of fee payment subject to approval of the Eastern Contra Costa Regional Fee and Financing Authority, and (2) any unimproved subdivision lots for which fees paid for one of the above areas of benefit were previously paid, prior to August 8, 1994, at the time of map recordation.

SECTION VI. FEE AREA. The interim fees set forth in this ordinance shall apply to all property described in Exhibit A attached hereto.

97 140391

SECTION VII. SENIOR HOUSING. Nothing in this Ordinance shall be construed to abridge or modify the Board's discretion, upon proper application for senior housing or congregate care facilities pursuant to Government Code Section 65915, to adjust or waive the fees provided for within this ordinance, in accordance with Eastern Contra Costa Regional Fee and Financing Authority policies

SECTION VIII. PURPOSE AND USE OF FEES. The purpose of the fees described in this ordinance is to generate funds to finance improvements to certain bridges and major thoroughfares in the Eastern Contra Costa Sub-Regional Transportation Mitigation Area of Benefit. The fees will be used to finance the road improvements listed in the Revised Development Program Report. As discussed in more detail in the Report, there is a reasonable relationship between the fees and the types of development projects that are subject to the fees in that the development projects will generate additional traffic on bridges and major thoroughfares in the East County area, thus creating a need to expand, extend or improve existing bridges and major thoroughfares and a need to construct new bridges and major thoroughfares to mitigate adverse traffic and infrastructure impacts that would otherwise result from such development projects.

SECTION IX. SEVERABILITY. If any fee or provision of this ordinance is held invalid or unenforceable by a court of competent jurisdiction, that holding shall not affect the validity or enforceability of the remaining fees or provisions, and the Board declares that it would have adopted each part of this ordinance irrespective of the validity of any other part.

SECTION X. EFFECTIVE DATE. This ordinance shall become effective immediately after passage, and shall be operative for thirty days, after which time it may be extended. Within 15 days of passage, this ordinance shall be published once with the names of the Supervisors voting for and against it in the Brentwood News, Ledger Dispatch and the Contra Costa Times, a newspaper of general circulation published in this County. Pursuant to Section 913-5.026 of the Contra Costa County Ordinance Code, the Clerk of the Board shall promptly file a certified copy of this ordinance with the County Recorder.

PASSED and ADOPTED on July 22, 1997 by the following vote

AYES: Supervisors Rogers, Uilkema, Gerber, Canciamilla, DeSaulnier

NOES: None

ABSENT: None

ABSTAIN: None

Attest: Phil Batchelor, Clerk of
the Board of Supervisors and County
Administrator

By: Jim C. Smith

Deputy

Mark D. Lee
Board Chair

JS MW:mrh
g:\trans\97\Ordns\Eastern.wpd
7/1/97

- 3 -

Ordinance No. 97- 29

97 140391

Boundary Description
East County Area of Benefit

EXHIBIT "A"

The eastern portion of Contra Costa County, California, bounded on the north, east, and south by the boundary of said county, and bounded on the west by the following described line:

Beginning in Suisun Bay on the boundary of Contra Costa County at the northern prolongation of the west line of Section 5, Township 2 North, Range 1 West, Mount Diablo Meridian; thence from the Point of Beginning, along said prolongation and west lines of Sections 5 and 8 (T2N, R1W), southerly 14,225 feet, more or less, to the west quarter corner of said Section 8; thence along the midsection line of Section 8, easterly 5,280.06 feet, more or less, to the east quarter corner of said Section 8; thence along the east lines of Sections 6 and 17 (T2N, R1W), southerly 6,430 feet, more or less, to the southwest corner of PARCEL "A" of Subdivision MS 9-83 filed January 20, 1984 in Book 109 at page 10, Parcel Maps of said county, also being an angle point on the boundary of "CONCORD NAVAL WEAPONS STATION ANNEXATION" to the City of Concord certified November 1, 1966; thence along said annexation boundary as follows: (1) southeasterly 8,670.76 feet to the north line of Section 27 (T2N, R1W), (2) southeasterly 10,641.44 feet, (3) southerly 3,015.62 feet, (4) southerly 1,478.05 feet, and (5) southwesterly 817.33 feet to the south line of U.S.A. Explosive Safety Zone recorded December 27, 1977 in Volume 8645 at page 682, Official Records of said county, and shown on the Record of Survey filed January 8, 1985 in Book 76 at page 12, Licensed Surveyors Maps of said county; thence leaving said annexation boundary and following the boundary of said safety zone (also being the boundary of "BRINTON ANNEXATION" to the City of Concord certified July 15, 1987) as follows: (1) easterly 1,398.01 feet, (2) easterly 660.00 feet, (3) northerly 646.64 feet and (4) easterly 659.60 feet, to the west line of Section 1 (T1N, R1W); thence leaving the boundary of said safety zone, along said west line, southerly 2,582 feet, more or less, to the southeast corner of "BRINTON ANNEXATION" on the north right of way line of Kirker Pass Road (also being the northeast corner of "BERNSTEIN ANNEXATION" to the City of Concord certified March 29, 1972); thence continuing along the west line of Section 1 (also being the east line of "BERNSTEIN ANNEXATION"), southerly 2,300 feet, more or less, to the southwest corner of said Section 1 on the north line of "OAKHURST COUNTRY CLUB AREA ANNEXATION" to the City of Clayton certified November 30, 1987; thence leaving the boundary of the City of Concord and following the boundary of said City of Clayton annexation as follows: (1) along the south line of Section 1, easterly 5,254.46 feet, to the northeast corner of Section 12 (T1N, R1W) on Mount Diablo Meridian, (2) along said meridian, southerly 10,353.95 feet, to the northeast corner of Section 24 (T1N, R1W), (3) along the north line of Section 24, westerly 1,406.17 feet, to the northeast right of way line of Marsh Creek Road shown on the Record of Survey filed September 29, 1986 in Book 45 of Licensed Surveyors Maps at page 2, (4) along said right of way line in a general southeasterly direction 1,526.21 feet to Mount Diablo Meridian, and (5) along said meridian, southerly 936.04 feet, to the most southeastern corner of said annexation; thence leaving said annexation boundary, continuing along said meridian, southerly 72.75 feet, to the northwest corner of "OAKWOOD ANNEXATION" to the City of Clayton certified August 16, 1990; thence along the boundary of "OAKWOOD ANNEXATION" (also being the boundary of Subdivision 7259 "Oakwood" filed December 12, 1990 in Book 354 of Maps at page 5) as follows: (1) easterly 339.92

37 140391

feet, (2) in a general northeasterly direction 339.14 feet, (3) in a general southerly direction 618.41 feet, (4) southwesterly 632.77 feet, and (5) westerly 215.95 feet to the southwest corner of "OAKWOOD ANNEXATION" on Mount Diablo Meridian; thence leaving said annexation boundary along said meridian, southerly 13,854.07 feet, to National Geodetic Survey Station "Mount Diablo," thence continuing along said meridian, southerly 15,840 feet, more or less, to the southwest corner of Section 18 (T1S, R1E); thence along the south lines of Sections 18, 17, 16, 15 and 14 (T1S, R1E), easterly 28,373 feet, more or less, to the northwest corner of Section 24 (T1S, R1E); thence along the west lines of Sections 24 and 25 (T1S, R1E), southerly 10,560 feet, more or less, to the southwest corner of said Section 25; thence along the south line of Section 25 (T1S, R1E) and the south line of Section 30 (T1S, R2E), easterly 8,575 feet, more or less, to the southwest right of way line of Morgan Territory Road shown on the map of Subdivision MS 18-86 filed February 29, 1992 in Book 157 of Parcel Maps at page 43; thence along said southwest line in a general southeasterly direction 686 feet, more or less, to the southwestern prolongation of the northwest line of Subdivision MS 31-78 filed December 31, 1980 in Book 81 of Parcel Maps at page 44; thence along said prolongation and northwest line, northeasterly 2,255.06 feet, to the west line of Section 29 (T1S, R2E); thence along said west line, southerly 1,020.02 feet, to the southwest corner of Section 29; thence along the south lines of Sections 29 and 28 (T1S, R2E), easterly 10,560 feet, more or less, to the northwest corner of Section 34, (T1S, R2E); thence along the west line of Section 34 (T1S, R2E) and the west lines of Sections 3 and 10 (T2S, R2E), southerly 14,960 feet, more or less, to the boundary of Contra Costa County.

EXCLUDING THEREFROM:

1. Those portions lying within the boundaries of incorporated cities.
2. The sphere of influence for the City of Clayton as adopted by the Local Agency Formation Commission and as shown in Exhibit I-4, page I-9 of the Clayton General Plan adopted July 17, 1985.

LH:jgrbt
alex@County.AOB
3/31/94
4/18/94

END OF INSTRUMENT

7. Exception_06_970148355

Recording Requested by:

Contra Costa County

Return To:

Board of Supervisors
651 Pine St., Room 106
Martinez, CA 94553

CONTRA COSTA CO Recorder's Office
STEPHEN L. WEIR, County Recorder

DOC - 97-0148355-00

Monday, AUG 18, 1997 13:48:59

FEE \$0.00;;

Ttl Pd \$0.00

Nbr-0000139722

lrc/R9/1-B

Document Title(s)

Resolution and Ordinance to Extend the Urgency Ordinance for the
Eastern Contra Costa Sub-Regional Transportation Mitigation Fee Program

97 148355
97 118355 C.10

TO: BOARD OF SUPERVISORS
FROM: J. MICHAEL WALFORD, PUBLIC WORKS DIRECTOR
DATE: August 12, 1997
SUBJECT: Extend Urgency Ordinance for the Eastern Contra Costa Sub-Regional Transportation Mitigation Fee Program.
Project No.: 0676-6P4075

RESOLUTION NO: 97445

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

I. Recommended Action:

A. It is recommended that the Board act on the following by ordinance:

1. EXTEND the interim authorization of road fees an additional 30 days until permanent fees for the Eastern Contra Costa Sub-Regional Transportation Mitigation Program become effective.
2. DIRECT the Clerk of the Board of Supervisors to record a certified copy of this Board Order with the County Recorder.

Continued on Attachment: X SIGNATURE: Howell

RECOMMENDATION OF COUNTY ADMINISTRATOR
RECOMMENDATION OF BOARD COMMITTEE
APPROVE OTHER

SIGNATURE(S):

ACTION OF BOARD ON August 12, 1997 APPROVED AS RECOMMENDED / OTHER

VOTE OF SUPERVISORS

UNANIMOUS (ABSENT)
AYES: NOES:
ABSENT: ABSTAIN:

HW:mrsh
g:\transp\bo07\FeeUrg1.wpd

Orig. Div: Public Works (TF)
Contact: Nancy Wein, Tel. 313-2275
cc: Auditor/Controller
Community Development/ Q. Stueber
Treasurer/Tax Collector
Public Works Accounting
Public Works Design/ J. Fralind

I hereby certify that this is a true and correct copy of the action taken and entered on the minutes of the Board of Supervisors on the date shown.
ATTEST: August 12, 1997
JULIE EASTON, Clerk of the Board of Supervisors and County Administrator
Julie Easton copy

97 148355

Extend urgency Ordinance for the Eastern Contra Costa Sub-Regional Transportation Mitigation Fee Program.

August 12, 1997

Page 2

II. Financial Impact:

The extension of the interim authorization to adopt road fees will result in the collection of potential revenues from new developments for improvements described funded by the Eastern Contra Costa Sub-Regional Transportation Mitigation Fee Program. There will be no impact to the General Fund.

III. Reasons for Recommendations and Background:

On April 19, 1994 the Board of Supervisors adopted Resolution 94-45 approving the Eastern Contra Costa Sub-Regional Mitigation Fee Program. On July 26, 1994 the fee program was revised to minimize the impact on developers during the slow economic period that existed at the time. The Board adopted Ordinance No. 94-54 which included a phasing schedule for all residential land use categories to allow developments to adjust and plan for the increase in the fee. A key element of the phased schedule was that the fee should be increased at the end of the three year period to make the program "whole". That is, it was planned that the fee would be revised after July 26, 1997 to recoup revenue lost during the three year period in which the fee was phased.

On July 22, 1997 the Board approved the revision in the Eastern Contra Costa Sub-Regional Transportation Mitigation Fee Schedule to make the program whole. In conformance with Government Code Section 65962 the fees adopted at that time will be effective on September 19, 1997 (60 days after the adoption of the fee). Thus the Board adopted an urgency measure as an interim authorization for fees to be collected immediately. Pursuant to Government Code Section 65962, the authorization to adopt road fees is required so that potential revenues are not lost during the time remaining before the revision in the fee schedule goes into effect. In the event of Board concurrence in staff recommendation, a draft ordinance is attached for appropriate action by the Board.

IV. Consequences of Negative Action:

Failure to extend the interim authorization to adopt road fees will result in a loss of potential revenues during the time remaining before the area of benefit fees go into effect.

97 148355 C.10

Ordinance No. 97 - 34

(Urgency Measure for Interim Authorization to Revise Eastern Contra Costa Sub-Regional Transportation Mitigation Fees)

The Board of Supervisors of Contra Costa County ordains as follows:

SECTION I. SUMMARY. This ordinance provides for the adoption of an urgency measure as an interim authorization for fees to be used for bridge and major thoroughfare improvements within the Eastern Contra Costa Sub-Regional Transportation Mitigation Area of Benefit, which improvements are needed to protect the public health, safety and welfare.

SECTION II. FINDINGS. The Board finds that:

Highway 4, which runs between Bay Point and Discovery Bay, is the major regional access route within the above-named area of benefit. Highway 4 is currently inadequate in capacity to serve present and anticipated traffic generated by development within the Cities of Pittsburg, Antioch and Brentwood, as well as the unincorporated areas of East County. As a result, Highway 4 is now experiencing travel delays and traffic congestion of increasing severity.

To adequately handle present and anticipated traffic within the East County area, and to provide congestion relief on Highway 4, it has been proposed to improve Highway 4 between Bailey Road and Antioch, to construct a new access route known as the State route 4 Bypass between Antioch and Brentwood, and to construct the Buchanan Bypass south of Pittsburg.

There is an urgent need for interim fees as the inadequacy of the transportation infrastructure within the above-named area of benefit caused significant congestion, delay and economic loss to the entire East County region. The resulting stressful driving conditions and reduction in air quality are adverse factors affecting the public health, safety and welfare.

Residential, commercial and other construction activity is increasing in the East County area and is expected to remain strong in the near future. The corresponding increase in traffic along Highway 4 and connecting streets will further reduce the quality of travel throughout the entire East County area.

Failure to adopt the interim fees at this time will result in loss of potential revenues as residential and commercial projects are built without having to contribute their fair share to the proposed improvements. The ability to finance construction of necessary bridge and major thoroughfare improvements within the East County area is detrimental to the public health, safety and welfare.

SECTION III. EXTENSION. The interim authorization for collection of road fees (Ordinance No. 97-29, due to expire August 20, 1997), is hereby extended an additional 30 days (i.e. until September 19, 1997), at which time the interim authorization expires, unless further extended.

SECTION IV. AUTHORITY. This ordinance is enacted, in part, pursuant to Government Code Section 66484 and Division 913, Title 9, of the Contra Costa County Ordinance Code.

SECTION V. PROCEDURE. This ordinance was adopted pursuant to the procedure set forth in Government Code Section 65962(c).

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SECTION VI. FEE ADOPTION. The following interim fees are hereby adopted for the Eastern Contra Costa Sub-Regional Transportation Mitigation Area of Benefit to fund the bridge and major thoroughfare improvements described in the Revised Development Program Report dated July 26, 1994 and in the Addendum to said Report dated July 22, 1997 on file with the Clerk of the Board, and shall be levied and collected pursuant to the above authorities:

Eastern Contra Costa Sub-Regional Transportation Mitigation Fees:

Land Use	Fee
Single Family (SF) Residential	\$4,903 per dwelling unit
Multi Family Residential	80% of SF rate (\$3923)
Commercial	\$0.65 per square foot of gross floor area
Office	\$0.57 per square foot of gross floor area
Industrial	\$0.30 per square foot of gross floor area
Other	\$4,903 per peak hour trip

The fee rate for the Bay Point area for single family units and for the "Other" category shall be \$1,206. The rate for multiple family units will be 80% (\$965) of the single family rate. The Commercial, Office and Industrial land use rates are the same as shown above.

Fees shall be collected when building permits are issued in accordance with Section 913-4.204 of Title 9 of the Contra Costa County Ordinance Code.

The interim fees payable under this ordinance shall be in addition to fees payable for the following areas of benefit:

1. Bethel Island Regional Area of Benefit
2. Discovery Bay Area of Benefit
3. Oakley/North Brentwood Area of Benefit.
4. East County Regional Area of Benefit (This area of benefit includes the East County Sub-area, the Pittsburg/Antioch Sub-area and the Marsh Creek Sub-area.)
5. Bay Point Area of Benefit

However, where fees are payable for the Discovery Bay Area of Benefit, Oakley/North Brentwood Area of Benefit or East County Regional Area of Benefit, the portion thereof that is allocated to the State Route 4 Bypass shall be credited against the fees payable under this ordinance, as necessary to avoid double payment for the State Route 4 Bypass.

The following shall be exempt from the fees levied under this ordinance: (1) any developments required under conditions of approval to construct certain off-site road improvements in lieu of fee payment subject to approval of the Eastern Contra Costa Regional Fee and Financing Authority; and (2) any unimproved subdivision lots for which fees paid for one of the above areas of benefit were previously paid, prior to August 8, 1994, at the time of map recordation.

SECTION VII. FEE AREA. The interim fees set forth in this ordinance shall apply to all property described in Exhibit A attached hereto.

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SECTION VIII. SENIOR HOUSING. Nothing in this Ordinance shall be construed to abridge or modify the Board's discretion, upon proper application for senior housing or congregate care facilities pursuant to Government Code Section 65915, to adjust or waive the fees provided for within this ordinance, in accordance with Eastern Contra Costa Regional Fee and Financing Authority policies.

SECTION IX. PURPOSE AND USE OF FEES. The purpose of the fees described in this ordinance is to generate funds to finance improvements to certain bridges and major thoroughfares in the Eastern Contra Costa Sub-Regional Transportation Mitigation Area of Benefit. The fees will be used to finance the road improvements listed in the Revised Development Program Report. As discussed in more detail in the Report, there is a reasonable relationship between the fees and the types of development projects that are subject to the fees in that the development projects will generate additional traffic on bridges and major thoroughfares in the East County area, thus creating a need to expand, extend or improve existing bridges and major thoroughfares and a need to construct new bridges and major thoroughfares to mitigate adverse traffic and infrastructure impacts that would otherwise result from such development projects.

SECTION X. SEVERABILITY. If any fee or provision of this ordinance is held invalid or unenforceable by a court of competent jurisdiction, that holding shall not affect the validity or enforceability of the remaining fees or provisions, and the Board declares that it would have adopted each part of this ordinance irrespective of the validity of any other part.

SECTION XI. EFFECTIVE DATE. This ordinance shall become effective on August 20, 1997, and shall be operative for thirty days, after which time it may be extended. Within 15 days of passage, this ordinance shall be published once with the names of the Supervisors voting for and against it in the Brentwood News, Antioch Ledger and the Contra Costa Times, a newspaper of general circulation published in this County. Pursuant to Section 913-6.026 of the Contra Costa County Ordinance Code, the Clerk of the Board shall promptly file a certified copy of this ordinance with the County Recorder.

PASSED and ADOPTED on August 12, 1997 by the following vote:

AYES: Supervisors Ulkema, Gerber, Canciamilla, Rogers

NOES: None

ABSENT: Supervisor DeSaulnier

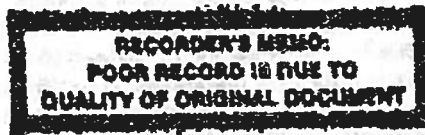
ABSTAIN: Noen

Attest: Phil Batchelor, Clerk of
the Board of Supervisors and County
Administrator

By: Shirley Casillas
Deputy
Shirley Casillas

J3.NW:mwh
gtransing@7candle.com 2:14p
7/11/97

Jim Rogers
Vice, Board Chair
Jim Rogers

Boundary Description
East County Area of Benefit

07 145,000

EXHIBIT "A"

The eastern portion of Contra Costa County, California, bounded on the north, east, and south by the boundary of said county, and bounded on the west by the following described line:

Beginning in Suisun Bay on the boundary of Contra Costa County at the northern prolongation of the west line of Section 5, Township 2 North, Range 1 West, Mount Diablo Meridian; thence from the Point of Beginning, along said prolongation and west lines of Sections 5 and 8 (T2N, R1W), southerly 14,225 feet, more or less, to the west quarter corner of said Section 8; thence along the midsection line of Section 8, easterly 5,280.06 feet, more or less, to the east quarter corner of said Section 8; thence along the east lines of Sections 8 and 17 (T2N, R1W), southerly 8,430 feet, more or less, to the southwest corner of PARCEL "A" of Subdivision MS 9-83 filed January 20, 1984 in Book 109 at page 10, Parcel Maps of said county, also being an angle point on the boundary of "CONCORD NAVAL WEAPONS STATION ANNEXATION" to the City of Concord certified November 1, 1986; thence along said annexation boundary as follows: (1) southeasterly 8,670.76 feet to the north line of Section 27 (T2N, R1W), (2) southeasterly 10,841.44 feet, (3) southerly 3,015.82 feet, (4) southerly 1,478.05 feet, and (5) southwesterly 817.33 feet to the south line of U.S.A. Explosive Safety Zone recorded December 27, 1977 in Volume 8845 at page 882, Official Records of said county, and shown on the Record of Survey filed January 8, 1985 in Book 76 at page 12, Licensed Surveyors Maps of said county; thence leaving said annexation boundary and following the boundary of said safety zone (also being the boundary of "BRINTON ANNEXATION" to the City of Concord certified July 15, 1987) as follows: (1) easterly 1,398.01 feet, (2) easterly 660.00 feet, (3) northerly 646.64 feet and (4) easterly 659.60 feet, to the west line of Section 1 (T1N, R1W); thence leaving the boundary of said safety zone, along said west line, southerly 2,582 feet, more or less, to the southeast corner of "BRINTON ANNEXATION" on the north right of way line of Kirker Pass Road (also being the northeast corner of "BERNSTEIN ANNEXATION" to the City of Concord certified March 29, 1972); thence continuing along the west line of Section 1 (also being the east line of "BERNSTEIN ANNEXATION"), southerly 2,300 feet, more or less, to the southwest corner of said Section 1 on the north line of "OAKHURST COUNTRY CLUB AREA ANNEXATION" to the City of Clayton certified November 30, 1987; thence leaving the boundary of the City of Concord and following the boundary of said City of Clayton annexation as follows: (1) along the south line of Section 1, easterly 5,254.48 feet, to the northeast corner of Section 12 (T1N, R1W) on Mount Diablo Meridian, (2) along said meridian, southerly 10,353.96 feet, to the northeast corner of Section 24 (T1N, R1W), (3) along the north line of Section 24, westerly 1,408.17 feet, to the northeast right of way line of Marsh Creek Road shown on the Record of Survey filed September 29, 1988 in Book 45 of Licensed Surveyors Maps at page 2, (4) along said right of way line in a general southeasterly direction 1,538.31 feet to Mount Diablo Meridian, and (5) along said meridian, southerly 936.04 feet, to the most southeastern corner of said annexation; thence leaving said annexation boundary, continuing along said meridian, southerly 72.75 feet, to the northwest corner of "OAKWOOD ANNEXATION" to the City of Clayton certified August 16, 1990; thence along the boundary of "OAKWOOD ANNEXATION" (also being the boundary of Subdivision 7259 "Oakwood" filed December 12, 1990 in Book 354 of Maps at page 5) as follows: (1) easterly 339.92

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feet, (2) in a general northeasterly direction 339.14 feet, (3) in a general southerly direction 818.45 feet, (4) southwesterly 832.77 feet, and (5) westerly 215.95 feet to the southwest corner of "OAKHOOD ANNEXATION" on Mount Diablo Meridian; thence leaving said annexation boundary, along said meridian, southerly 13,854.07 feet, to National Geodetic Survey Station "Mount Diablo;" thence continuing along said meridian, southerly 18,840 feet, more or less, to the southwest corner of Section 18 (T1S, R1E); thence along the south lines of Sections 18, 17, 16, 15 and 14 (T1S, R1E), easterly 28,373 feet, more or less, to the northwest corner of Section 24 (T1S, R1E); thence along the west lines of Sections 24 and 25 (T1S, R1E), southerly 10,560 feet, more or less, to the southwest corner of said Section 25; thence along the south line of Section 25 (T1S, R1E) and the south line of Section 30 (T1S, R2E), easterly 8,576 feet, more or less, to the southwest right of way line of Morgan Territory Road shown on the map of Subdivision MS 18-38 filed February 28, 1982 in Book 167 of Parcel Maps at page 43; thence along said southwest line in a general southeasterly direction 888 feet, more or less, to the southwestern prolongation of the northwest line of Subdivision MS 31-78 filed December 31, 1980 in Book 91 of Parcel Maps at page 44; thence along said prolongation and northwest line, northeasterly 2,285.08 feet, to the west line of Section 29 (T1S, R2E); thence along said west line, southerly 1,020.02 feet, to the southwest corner of Section 29; thence along the south lines of Sections 29 and 28 (T1S, R2E), easterly 10,660 feet, more or less, to the northwest corner of Section 34, (T1S, R2E); thence along the west line of Section 34 (T1S, R2E) and the west lines of Sections 3 and 10 (T2S, R2E), southerly 14, 980 feet, more or less, to the boundary of Contra Costa County.

EXCLUDING THEREFROM:

1. Those portions lying within the boundaries of incorporated cities.
2. The sphere of influence for the City of Clayton as adopted by the Local Agency Formation Commission and as shown in Exhibit I-4, page I-6 of the Clayton General Plan adopted July 17, 1985.

LH:jg:rbt
clax:ECounty.AOB
3/31/94
4/18/94

: END OF DOCUMENT

RECORDER'S MEMO:
POOR RECORD IS DUE TO
QUALITY OF ORIGINAL DOCUMENT

8. Exception_07_20110055718

4

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Antioch
City Hall
Third and H Streets
Antioch, California 94509
Attn: City Attorney


CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2011-0055718-00
Wednesday, MAR 16, 2011 09:57:17
FRE \$0.00:::
Ttl Pd \$0.00 Nbr-0000866178
rrc/R9/1-8

NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE SECTION 27383

066-107-010-2

GRANT DEED

For valuable consideration, the receipt of which is hereby acknowledged,

The Antioch Development Agency, a public body, corporate and politic, of the State of California (the "Grantor"), acting to carry out redevelopment purposes pursuant to the Community Redevelopment Law of the State of California, hereby grants to the City of Antioch, a municipal corporation (the "Grantee"), the real property (the "Property") described in Attachment No. 1 attached hereto and incorporated in this Grant Deed by this reference.

1. The Property is located within the Antioch Community Redevelopment Project Area, (the "Project Area") and is subject to the Antioch Community Redevelopment Plan (the "Redevelopment Plan").

2. In accordance with the terms of the Conveyance Agreement between the Grantor and Grantee dated as of March 9, 2011 (the "Agreement"), the Grantee hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the Property in furtherance of the Redevelopment Plan.

3. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, 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 Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

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In Deeds:

“(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, establish or permit any 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”

In Leases:

“(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee or any person claiming under or through the lessee, 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.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”

In Contracts:

"(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee 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 of the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

4. The covenant contained in Section 2 regarding the use of the Property shall remain in effect until the expiration of the effectiveness of the Redevelopment Plan. The covenants contained in Section 3 regarding non-discrimination shall remain in effect in perpetuity.

5. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, and any successor in interest to the Property 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. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties 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 property 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.

6. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the rights to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and

not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

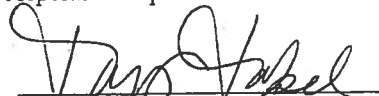
7. This Grant Deed may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Deed as of this 14th day of March 2011.

GRANTOR:

ANTIOCH DEVELOPMENT AGENCY, a public body, corporate and politic

By:


James Jakel, Executive Director

CITY OF ANTIOCH, a municipal corporation

By:


James Jakel, City Manager

ATTACHMENT NO. 1

PROPERTY DESCRIPTION

THAT PROPERTY IN THE CITY OF ANTIOCH, CONTRA COSTA COUNTY, STATE OF CALIFORNIA, DESCRIBED AS THE NORTH 1/2 OF LOTS 2 AND 3 IN BLOCK 4, OF THE TOWN OF ANTIOCH, AS SAID LOTS AND BLOCK ARE MARKED, NUMBERED AND DELINEATED UPON THE OFFICIAL MAP OF SAID TOWN MADE BY RUSSELL EDDY AND RECORDED IN THE OFFICE OF THE RECORDER IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA.

LESS A STRIP OF LAND 12 FEET IN WIDTH ALONG THE ENTIRE EAST SIDE OF THE SAID NORTH 1/2 OF SAID LOT 2 HERETOFORE CONVEYED TO JOHN BRENNAN.

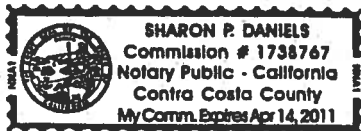
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On MARCH 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James Jake, 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.



Sharon P. Daniels
Notary Public

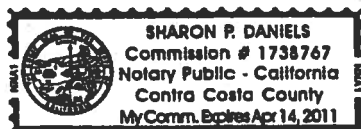
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James Jake, 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.



Sharon P. Daniels
Notary Public

CERTIFICATE OF ACCEPTANCE
(Pursuant to Government Code 27281)

This is to certify that the interest in real property conveyed by the Grant Deed from the Antioch Development Agency, dated March 14, 2011 to the City of Antioch, a municipal corporation (the "City"), is hereby accepted on March 14, 2011, by the undersigned officer or agent on behalf of the City pursuant to authority conferred by resolution of the City Council adopted on March 8, 2011, and the City Council consents to the recordation of said document in the Office of the Recorder of Contra Costa, State of California.

Dated: March 14, 2011

By: 
James Jakel, City Manager

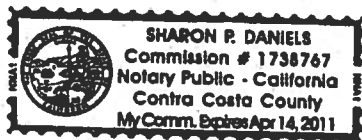
By: 
Lynn Tracy Nerland, City Attorney

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James Tate, 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.



Sharon P. Daniels
Notary Public

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared Lynn Tracy Neeland, 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.



Sharon P. Daniels
Notary Public

END OF DOCUMENT

9. Exception_08_20110055718

4

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Antioch
City Hall
Third and H Streets
Antioch, California 94509
Attn: City Attorney


CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2011-0055718-00
Wednesday, MAR 16, 2011 09:57:17
FRE \$0.00
Ttl Pd \$0.00 Nbr-0000866178
rrc/R9/1-8

NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE SECTION 27383

066-107-010-2

GRANT DEED

For valuable consideration, the receipt of which is hereby acknowledged,

The Antioch Development Agency, a public body, corporate and politic, of the State of California (the "Grantor"), acting to carry out redevelopment purposes pursuant to the Community Redevelopment Law of the State of California, hereby grants to the City of Antioch, a municipal corporation (the "Grantee"), the real property (the "Property") described in Attachment No. 1 attached hereto and incorporated in this Grant Deed by this reference.

1. The Property is located within the Antioch Community Redevelopment Project Area, (the "Project Area") and is subject to the Antioch Community Redevelopment Plan (the "Redevelopment Plan").

2. In accordance with the terms of the Conveyance Agreement between the Grantor and Grantee dated as of March 9, 2011 (the "Agreement"), the Grantee hereby covenants and agrees, for itself and its successors and assigns, to pursue the redevelopment of the Property in furtherance of the Redevelopment Plan.

3. The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, 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 Property and the improvements thereon.

All deeds, leases or contracts made relative to the Property thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

1096\01953744.2

In Deeds:

“(1) Grantee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, establish or permit any 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 property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”

In Leases:

“(1) Lessee herein covenants by and for itself, its successors 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 any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee or any person claiming under or through the lessee, 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.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”

In Contracts:

“(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee 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 of the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”

4. The covenant contained in Section 2 regarding the use of the Property shall remain in effect until the expiration of the effectiveness of the Redevelopment Plan. The covenants contained in Section 3 regarding non-discrimination shall remain in effect in perpetuity.

5. The covenants contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successors and assigns, and any successor in interest to the Property 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. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties 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 property 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.

6. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the rights to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and

not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

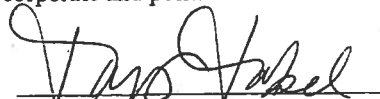
7. This Grant Deed may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Deed as of this 14th day of March 2011.

GRANTOR:

ANTIOCH DEVELOPMENT AGENCY, a public body, corporate and politic

By:


James Jakel, Executive Director

CITY OF ANTIOCH, a municipal corporation

By:


James Jakel, City Manager

ATTACHMENT NO. 1

PROPERTY DESCRIPTION

THAT PROPERTY IN THE CITY OF ANTIOCH, CONTRA COSTA COUNTY, STATE OF CALIFORNIA, DESCRIBED AS THE NORTH 1/2 OF LOTS 2 AND 3 IN BLOCK 4, OF THE TOWN OF ANTIOCH, AS SAID LOTS AND BLOCK ARE MARKED, NUMBERED AND DELINEATED UPON THE OFFICIAL MAP OF SAID TOWN MADE BY RUSSELL EDDY AND RECORDED IN THE OFFICE OF THE RECORDER IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA.

LESS A STRIP OF LAND 12 FEET IN WIDTH ALONG THE ENTIRE EAST SIDE OF THE SAID NORTH 1/2 OF SAID LOT 2 HERETOFORE CONVEYED TO JOHN BRENNAN.

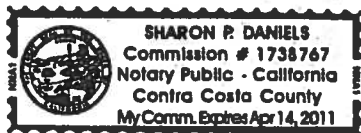
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On MARCH 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James Jake, 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.



Sharon P. Daniels
Notary Public

STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James Jake, 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.



Sharon P. Daniels
Notary Public

CERTIFICATE OF ACCEPTANCE
(Pursuant to Government Code 27281)

This is to certify that the interest in real property conveyed by the Grant Deed from the Antioch Development Agency, dated March 14, 2011 to the City of Antioch, a municipal corporation (the "City"), is hereby accepted on March 14, 2011, by the undersigned officer or agent on behalf of the City pursuant to authority conferred by resolution of the City Council adopted on March 8, 2011, and the City Council consents to the recordation of said document in the Office of the Recorder of Contra Costa, State of California.

Dated: March 14, 2011

By: 
James Jakel, City Manager

By: 
Lynn Tracy Nerland, City Attorney

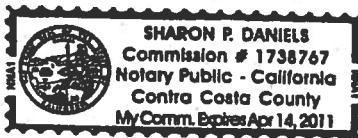
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared James Tate, 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.



Sharon P. Daniels
Notary Public

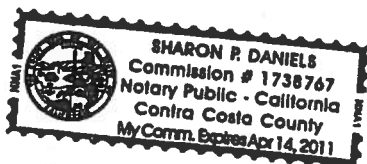
STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On March 14, 2011, before me, Sharon P. Daniels, Notary Public, personally appeared Lynn Tracy Neeland, 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.



Sharon P. Daniels
Notary Public

END OF DOCUMENT

Property Detail

Contra Costa, CA GUS KRAMER, ASSESSOR

Parcel # (APN): **066-107-011-0**Use Description: **GOVERNMENT**

Parcel Status:

Owner Name: **ANTIOCH CITY OF**Mailing Address: **PO BOX 5007 ANTIOCH CA 94531-5007**Situation Address: **302 I ST ANTIOCH CA 94509**

Legal

Description: **TOWN OF ANTIOCH POR LOTS 1 & 2 BLK 4****ASSESSMENT**Total Value: **\$29,871**Use Code: **79**

Zoning:

Land Value: **\$29,871**Tax Rate Area: **001144**Census Tract: **3050.00/3**

Impr Value:

Year Assd: **2011**

Improve Type:

Other Value:

Property Tax:

Price/SqFt:

% Improved

Delinquent Yr

Exempt Amt:

HO Exempt?: **N****SALES HISTORY**

	<u>Sale 1</u>	<u>Sale 2</u>	<u>Sale 3</u>	<u>Transfer</u>
Recording Date:	03/15/2011	02/18/1988		03/15/2011
Recorded Doc #:	54784	14176-870		54784
Recorded Doc Type:	QUIT CLAIM DEED			
Transfer Amount:	\$20,000			
Sale 1 Seller (Grantor):				
1st Trst Dd Amt:	Code1:	2nd Trst Dd Amt:	Code2:	

PROPERTY CHARACTERISTICSLot Acres: **0.068**

Year Built:

Fireplace:

Lot SqFt: **3,000**

Effective Yr:

A/C:

Bldg/Liv Area:

Heating:

Units:

Total Rooms:

Pool:

Buildings:

Bedrooms:

Stories:

Baths (Full):

Park Type:

Style:

Baths (Half):

Spaces:

Construct:

Site Inflnce:

Quality:

Garage SqFt:

Building Class:

Timber Preserve:

Condition:

Ag Preserve:

Other Rooms:

1. Preliminary Report - CA

CLTA Preliminary Report Form
(Rev. 11/06)

Order Number: 0714-3762330
Page Number: 1



First American Title

First American Title Company

191 Sand Creek Road, Suite 50
Brentwood, CA 94513

Escrow Officer: Stacey Barrack
Phone: (925)240-9901
Fax No.: (866)407-2081
E-Mail: sbarrack@firstam.com

E-Mail Loan Documents to: BrentwoodEDocs@firstam.com
Property: Vacant land
Antioch, CA

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

First American Title

Dated as of May 20, 2011 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

To Be Determined

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

The City of Antioch, a municipal corporation

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A fee.

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2011-2012, a lien not yet due or payable.
2. General and special taxes and assessments for the fiscal year 2010-2011 are exempt.
3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
4. The fact that the land lies within the boundaries of the Antioch Redevelopment Project Area No.1, as disclosed by the document recorded August 01, 1975 as Instrument No. 75-69311 in Book 7581, Page 986 of Official Records.

Document(s) declaring modifications thereof recorded November 01, 1999 as Instrument No. 99-289937 of Official Records.

Document(s) declaring modifications thereof recorded July 03, 2007 as Instrument No. 2007-192911 of Official Records.

5. The terms and provisions contained in the document entitled "Ordinance No. 97-30" recorded August 06, 1997 as Instrument No. 97-0140390 of Official Records.
6. The terms and provisions contained in the document entitled "Ordinance No. 97-29" recorded August 06, 1997 as Instrument No. 97-0140391 of Official Records.

First American Title

7. The terms and provisions contained in the document entitled "Resolution No-97445" recorded August 18, 1997 as Instrument No. 97-0148355 of Official Records.
8. The terms and provisions contained in the document entitled "Grant Deed" recorded March 15, 2011 as Instrument No. 2011-0054784 of Official Records.
9. Rights of parties in possession.
10. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/ACSM survey.

Prior to the issuance of any policy of title insurance, the Company will require:

11. An ALTA/ACSM survey of recent date which complies with the current minimum standard detail requirements for ALTA/ACSM land title surveys.

INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. The property covered by this report is vacant land.
2. According to the public records, there has been no conveyance of the land within a period of twenty four months prior to the date of this report, except as follows:

A document recorded March 15, 2011 as Instrument No. 2011-0054784 of Official Records.

From: The Antioch Development Agency, a public body, corporate and politic,
of the State of California

To: The City of Antioch, a municipal corporation

3. We find no open deeds of trust. Escrow please confirm before closing.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

Order Number: **0714-3762330**

Page Number: 5

LEGAL DESCRIPTION

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

THE NORTH HALF OF LOT ONE (1) AND THE EASTERLY 12 FEET OF THE NORTH HALF OF LOT TWO (2), ALL IN BLOCK FOUR (4) OF THE TOWN OF ANTIOCH AS PER MAPS OF SAID TOWN ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA.

APN: 066-107-011-0

First American Title

Order Number: **0714-3762330**
Page Number: 6

WIRING INSTRUCTIONS

PAYABLE TO: FIRST AMERICAN TITLE COMPANY
BANK: First American Trust, FSB
ADDRESS: 5 First American Way, Santa Ana, CA 92707
ACCOUNT NO: 3004780000
ROUTING NUMBER: 122241255

PLEASE REFERENCE THE FOLLOWING:

CUSTOMER NAME:

FILE NUMBER: 0714-3762330 (SB)
ATTENTION: STACEY BARRACK

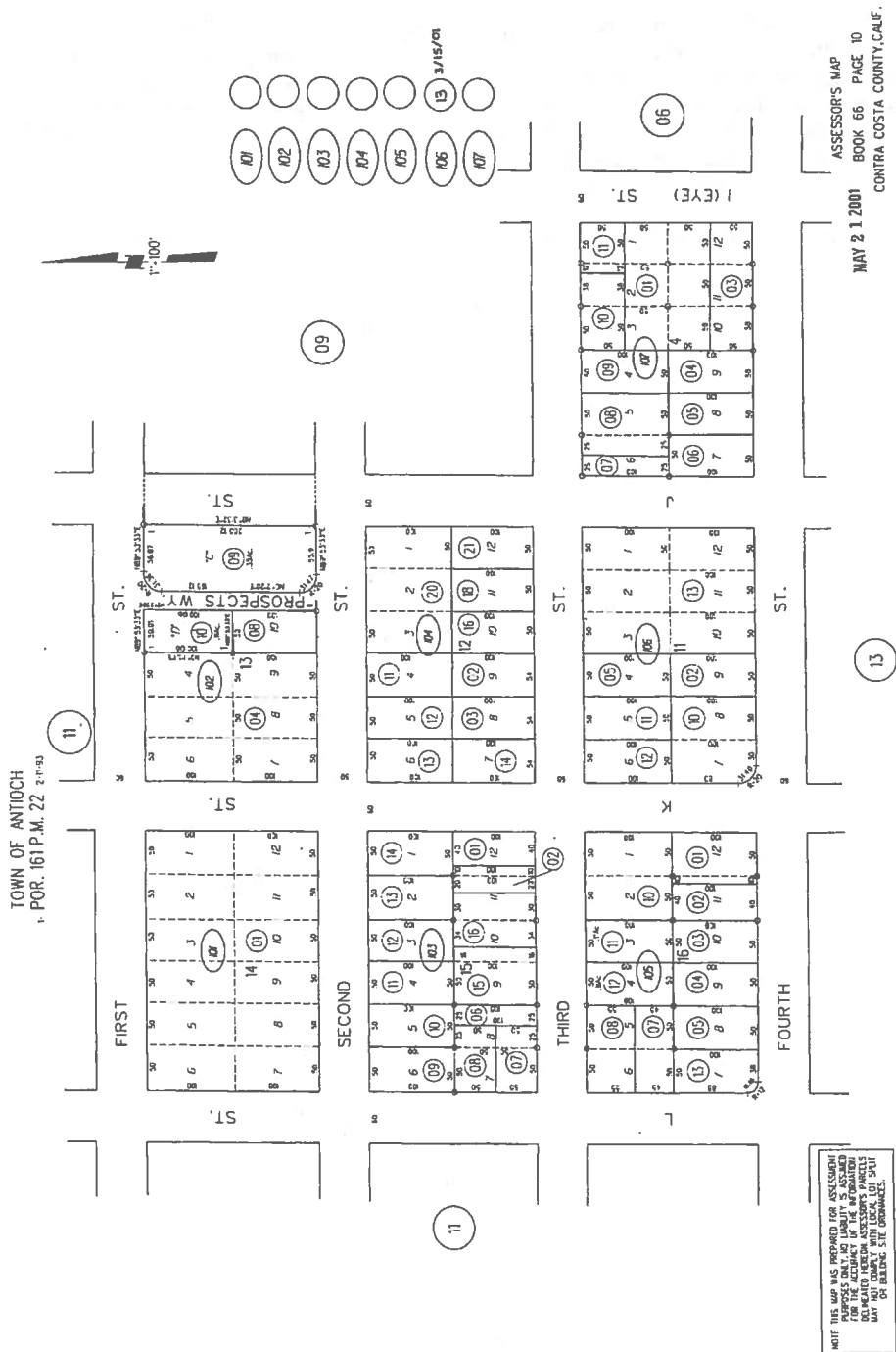
PLEASE USE THE ABOVE INFORMATION WHEN WIRING FUNDS TO **FIRST AMERICAN TITLE COMPANY. FUNDS MUST BE WIRED FROM A UNITED STATES BANK.** PLEASE NOTIFY **STACEY BARRACK** AT (925)240-9901 OR sbarrack@firstam.com WHEN YOU HAVE TRANSMITTED YOUR WIRE. FAX NUMBER: (866)407-2081

FIRST AMERICAN TRUST CONTACT INFO: Banking Services 1-877-600-9473

**ALL WIRES WILL BE RETURNED IF THE FILE NUMBER
AND/OR NAME(S) ARE NOT INCLUDED**

First American Title

Order Number: 0714-3762330
Page Number: 7



ASSESSOR'S MAP
MAY 21 2001
BOOK 66 PAGE 10
CONTRA COSTA COUNTY, CALIF.

NOTICE

First American Title

Order Number: **0714-3762330**

Page Number: 8

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

If you have any questions about the effect of this new law, please contact your local First American Office for more details.

First American Title

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy; or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

First American Title

**3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant, (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

**5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

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1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy;
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the Insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy); or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance

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- resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
 3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
 4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**10. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL
TITLE INSURANCE POLICY - 1987
EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

* land use	* land division
* improvements on the land	* environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
 - * a notice of exercising the right appears in the public records on the Policy Date
 - * the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.
3. Title Risks:
 - * that are created, allowed, or agreed to by you
 - * that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
 - * that result in no loss to you
 - * that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - * to any land outside the area specifically described and referred to in Item 3 of Schedule A, or
 - * in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

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11. EAGLE PROTECTION OWNER'S POLICY

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 2008
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 2008**

Covered Risks 16 (Subdivision Law Violation), 18 (Building Permit), 19 (Zoning) and 21 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building
 - b. zoning
 - c. land use
 - d. improvements on the land
 - e. land division
 - f. environmental protectionThis Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

**12. THIRD GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN
POLICY (1/01/08)**

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions, or location of any improvement erected on the Land; (iii) the subdivision of land; or (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
(a) created, suffered, assumed or agreed to by the Insured Claimant;
(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

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- (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing business laws of the state where the Land is situated.
 - 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
 - 6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
 - 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
 - 8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

13. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
- 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
- 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

14. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006

WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 13 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

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1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

15. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

16. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006
WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 15 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

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Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask that you provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

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AUG - 1 1975 69311
RECORDED AT REQUEST OF
City of Antioch

AUG - 1 1975
AT 4:20 O'CLOCK P. M.
CONTRA COSTA COUNTY RECORDS
J. R. OLSON
COUNTY RECORDER
FEE \$20.00

NOTICE

PLEASE TAKE NOTICE THAT THE CITY OF ANTIOCH AND THE ANTIOCH DEVELOPMENT AGENCY HAVE INSTITUTED PROCEEDINGS PURSUANT TO THE CALIFORNIA REDEVELOPMENT LAW (SECTION 33000 ET SEQ. OF THE HEALTH & SAFETY CODE) FOR THE REDEVELOPMENT OF THE ANTIOCH DEVELOPMENT AGENCY PROJECT AREA. SAID PROJECT AREA IS MORE PARTICULARLY DESCRIBED IN THE EXHIBIT MARKED EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

ATTEST:

SEAL AFFIXED

Dorothy P. Marks
Dorothy P. Marks, Secretary
Antioch Development Agency

EXHIBIT "A"PROJECT AREA
BOUNDARY DESCRIPTION

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Beginning at the most northerly boundary corner of the City of Antioch; thence generally south along the West boundary to a point on the north line of State Highway 4 and its intersection with the east line of the Los Medanos Wasteway; thence southerly along said east line to the south line of Delta Fair Boulevard; thence easterly along said south line to the northwest corner of Parcel 74-123-04; thence southerly and easterly along the west and south boundaries of said parcel to the west line of Fairview Drive; thence southerly along said west line to the north line of Parcel 74-123-05; thence westerly along said north line to the north line of a 100 foot East Bay Municipal Utility District right-of-way; thence westerly along said north line to the east line of said Los Medanos Wasteway; thence southerly along said east line to the south line of Buchanan Road; thence easterly along said south line to the northwest corner of Parcel 75-010-07; thence southerly and easterly along south and west boundaries of said parcel to the center line of Somersville Road; thence southerly along said center line to a point on the southwest line of the Contra Costa Canal, said point being on the boundary of the City of Antioch; thence southerly, easterly, and northerly along said boundary to said southwest line of the Contra Costa Canal; thence northerly along said southwest line to the east line of Markley Creek; thence northeasterly along said east line to the west line of Parcel 76-030-068; thence southerly, easterly, and northerly along the west, south, and east boundary lines of said parcel to the east line of Markley Creek; thence northeasterly along said east line to the north line of Mahogany Way; thence westerly along said north line to the southwest corner of Parcel 74-370-008; thence northerly along the west line of said parcel to the south line of Sycamore Drive; thence easterly along said south line to the northeast corner of said Parcel 74-370-008; thence northerly across Sycamore Drive and along the east boundary of Parcel 74-370-004 to the south line of the Southern Pacific Railroad; thence easterly along the Southern Pacific Railroad to a point which is south of the southwest corner of Parcel 74-321-002; thence northwesterly along the south line of Fairview Terrace subdivision to the southeast corner of Parcel 74-180-003; thence along the southeast boundary of said parcel to the north line of West 18th Street; thence along said north line to the southeast corner of Parcel 74-171-003; thence along the west line of the Fairview Terrace subdivision to a point on the south line of Parcel 74-160-001; thence easterly along the north line of Parcel 74-160-008 and Parcel 74-334-027 to the northeast corner of said Parcel 74-334-027; thence north along the east line of Parcel 74-334-026 and Parcel 74-334-015 to the south line of 10th Street; thence easterly along the south line of 10th Street to the west line of Parcel 67-021-001; thence southerly and easterly along the boundary of said parcel and Parcel 67-021-002 and across "L" Street to the east line; thence south to the southwest corner of Parcel 67-022-002; thence easterly along the north line of Loma Lane to the east line of "H" Street; thence northerly to the north west corner of Parcel 67-050-016; thence easterly to the east line of "G" Street; thence southerly to the southwest corner of Parcel 67-060-001; thence easterly and northerly along said boundary to the south line of 10th Street; thence westerly to a point which is south of the

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southeast corner of Parcel 66-207-014; thence northerly along the east line of Parcel 66-207-014 and 66-207-008 to the south line of 9th Street; thence west to the east line of "G" Street; thence northerly to the northwest corner of Parcel 66-203-014; thence westerly to the west line of "H" Street; thence southerly to the southeast corner of Parcel 66-205-008; thence westerly to the southeast corner of Parcel 66-217-007; thence along the boundary of said parcel northerly and westerly to the west line of "L" Street; thence southerly to the north line of 10th Street; thence westerly to the west line of "O" Street; thence northerly along "O" Street to the northeast corner of Parcel 74-130-043; thence westerly 150 feet; thence northerly to the south line of 6th Street; thence east to the east line of "H" Street; thence north to the south line of 4th Street; thence east to the east line of "L" Street; thence north to the northwest corner of Parcel 66-103-008; thence easterly to the southwest corner of Parcel 66-092-012; thence southerly to the south line of 3rd Street; thence easterly to the northeast corner of Parcel 66-107-009; thence south to the south line of Fourth Street; thence east to the northeast corner of Parcel 66-133-010; thence south to the southeast corner thereof; thence easterly to the east line of "I" Street to the west line of Parcel 66-141-006; thence southerly, easterly, and northerly along the west, south, and east boundary of said parcel to the northwest corner of parcel 66-141-045; thence easterly to the west line of "H" Street; thence southerly to the south line of 6th Street; thence easterly to the east line of "F" Street; thence northerly to the south line of 4th Street; thence easterly to the northeast corner of Parcel 66-144-009; thence northerly to the northwest corner of Parcel 66-057-004; thence easterly and along the north lines of Parcels 66-057-004, 66-057-003, 66-057-002, and 66-057-001 to the east line of "E" Street; thence northerly to the south line of 3rd Street; thence east to the west line of "C" Street; thence southerly to the south line of 4th Street; thence easterly to the west line of "B" Street; thence southerly to the south line of 6th Street; thence easterly to the northeast corner of Parcel 66-161-013; thence southerly to the north line of 8th Street; thence westerly to the southwest corner of Parcel 66-163-003; thence southerly to the north line of 9th Street; thence westerly to the west line of "B" Street; thence southerly to the north line of 10th Street; thence westerly to the southwest corner of Parcel 66-189-003; thence southerly and easterly along the boundary of Parcel 67-092-001, to the northeast corner of Parcel 67-092-003; thence southerly to the southeast corner of Parcel 67-093-016; thence westerly, southerly, and easterly along the north, west, and south boundary lines of Parcel 67-093-019 to the northwest corner of Parcel 67-102-067; thence southerly to the southwest corner of Parcel 67-102-052; thence easterly to the northeast corner of Parcel 67-102-007; thence southerly to the south side of 15th Street; thence easterly to the northeast corner of Parcel 67-103-026; thence southerly to the southeast corner thereof; thence southerly, easterly, southerly, and westerly along the eastern boundary lines of Parcel 67-103-017 to the northwest corner of Parcel 67-103-018; thence southerly to the south line of 17th Street; thence west and south along the boundary of Parcel 67-243-030 to the southwest corner thereof; thence westerly to the northwest corner of Parcel 67-243-006; thence southerly to the south line of 18th Street; thence westerly to the northwest corner of Parcel 67-246-008; thence southerly to the southwest corner thereof; thence westerly to the northeast corner of Parcel 67-262-002; thence southerly

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to the north line of 19th Street; thence westerly to the southwest corner of Parcel 67-261-004; thence northerly to the northwest corner thereof; thence westerly to the east line of "D" Street; thence southerly to the north line of 20th Street; thence easterly to the east line of "C" Street; thence northerly to the northwest corner of Parcel 67-263-004; thence easterly to the northeast corner of Parcel 67-263-001; thence southerly to the northwest corner of Parcel 67-251-010; thence easterly to the northeast corner of Parcel 67-251-009; thence southerly to the south line of 20th Street; thence easterly to the northeast corner of Parcel 67-252-007; thence southerly to the southeast corner thereof; thence westerly to the southwest corner of Parcel 67-252-001; thence northerly to the southeast corner of Parcel 67-266-007; thence westerly to the east line of "C" Street; thence north to the south line of 20th Street; thence westerly to the east line of "D" Street; thence southerly to the south line of Parcel 67-277-002; thence southeast to the northeast corner of Parcel 67-274-005; thence southerly to the south line of West Madill Street; thence easterly to the northwest corner of Parcel 67-275-023; thence southerly to the south line of Rossi Avenue; thence west, south, and east along the boundary line of Parcel 67-282-029 to the northwest corner of Parcel 67-282-026; thence southerly to the south line of Texas Street; thence easterly to the west line of "A" Street; thence southerly to the north line of Drake Street; thence easterly to the southeast corner of Parcel 68-142-019; thence westerly and northerly along the boundary of subdivision Sunset Gardens to the south line of Brian Ave; thence easterly to the point south of the southeast corner of Parcel 68-132-036; thence northerly to the northeast corner of said parcel; thence easterly, northerly, and westerly along the boundary of Parcel 68-132-033 to the southeast corner of Parcel 68-132-037; thence northerly to the northeast corner of Parcel 68-131-037; thence easterly and northerly along the south and east boundary of Parcel 68-131-031, to the south line of Southern Pacific Railroad; thence along said south line northwesterly to the east line of "A" Street; thence northerly to the south line of 19th Street; thence easterly to the point which is south of the southeast corner of Parcel 68-011-034; thence northerly along the east boundary lines of Parcels 68-011-044 and 68-011-001 to the south line of E. 18th Street; thence easterly to the west line of Evergreen Avenue; thence southerly to the point which is west of the southwest corner of Parcel 68-017-010; thence easterly to the southeast corner thereof; thence northerly to the south west corner of Parcel 68-041-002; thence easterly to the east line of Division Lane; thence northerly to the southwest corner of Parcel 68-041-011; thence easterly to the southeast corner of said parcel; thence southerly to the southwest corner of Parcel 68-041-013; thence easterly to the east line of Alpha Way; thence southerly to the southwest corner of Parcel 68-042-023; thence easterly to the southeast corner thereof; thence southerly to the southwest corner of Parcel 68-042-003; thence easterly to the east line of Crestwood Drive; thence northerly to the northwest corner of Parcel 68-043-011; thence easterly to the southeast corner of Parcel 68-046-034; thence northerly and easterly along the west and north boundary lines of Parcel 68-046-003 to the east line of Cavallo Road; thence north to the southwest corner of Parcel 68-051-015; thence easterly to the southeast corner of Parcel 68-051-019; thence southerly to the southwest corner of Parcel 68-051-042; thence easterly to the southwest corner of Parcel 68-051-024; thence northerly to the northwest

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corner of Parcel 68-051-037; thence easterly to the east line of Siglow Drive; thence northerly to the north line of E. 18th Street; thence easterly to the west line of Hillcrest Avenue; thence southerly along the west line of Hillcrest Avenue to a point which is west of the south west corner of Parcel 51-272-035; thence easterly and northerly along the south and east boundary of said parcel to the south line of E. 18th Street; thence easterly to the northeast corner of Parcel 51-272-006; thence southerly to the southeast corner of Parcel 51-242-005; thence westerly to the east line of Hillcrest Avenue, said line being the Antioch City Limits; thence along said Antioch City Limits line southerly, easterly, northerly, and westerly to the southeast corner of Parcel 51-263-019; thence westerly to the southwest corner of Parcel 51-265-035; thence westerly along the south lines of Parcels 51-120-022 and 51-120-023 to the southeast corner of Parcel 51-120-016; thence westerly to the east line of Hillcrest Avenue; thence northerly to a point which is east of the northeast corner of Parcel 65-262-024; thence westerly to the southeast corner of Parcel 65-262-027; thence westerly along the south line of Lake Alhambra subdivision to the southeast corner of Parcel 65-235-019; thence northerly to the south line of South Lake Drive; thence westerly to the west line of Alhambra Drive; thence southerly to the northeast corner of Parcel 65-142-023; thence along the boundary of said parcel westerly to the east line of Amber Drive; thence northerly to a point which is east of the southeast corner of Parcel 65-143-013; thence westerly to the southwest corner of Parcel 65-143-007; thence northerly to the north line of Amber Drive; thence westerly to the east line of Cavallo Road; thence northerly to a point which is east of the northeast corner of Parcel 65-151-037; thence westerly to the northwest corner thereof; thence southerly to the northeast corner of Parcel 65-151-002; thence westerly to the west line of Noia Avenue; thence southerly to the northeast corner of Parcel 65-152-043; thence westerly to the west line of Wisner Drive; thence northerly to the northeast corner of Parcel 65-152-027; thence westerly and southerly along the north and west lines of said parcel to the northeast corner of Parcel 65-161-001; thence westerly to the west line of Marie Avenue; thence northerly to the southeast corner of Parcel 65-164-012; thence westerly, northerly, and westerly along the boundary of Parcel 65-164-023 to the northwest corner thereof; thence northerly to the south line of East 16th Street; thence westerly to the northeast corner of Parcel 65-172-022; thence southerly to the southeast corner thereof; thence westerly to the north west corner of Parcel 65-172-027; thence southerly to the southeast corner of Parcel 65-172-007; thence westerly along the boundary lines of Parcels 65-172-024, 65-172-025, and 65-172-026 to the northwest corner of Parcel 65-172-028; thence northerly to the southeast corner of Parcel 65-183-009; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-007; thence westerly and northerly along the boundary of said parcel to the southeast corner of Parcel 65-183-006; thence westerly to the southwest corner of Parcel 65-183-004; thence northerly to the north line of East 16th Street; thence westerly to the southwest corner of Parcel 65-182-030; thence northerly to the northwest corner thereof; thence easterly to the southeast corner of Parcel 65-182-027; thence northerly to the northwest corner of Parcel 65-181-020; thence easterly to the southeast corner of Parcel 65-181-014; thence northerly and westerly along the east and north line of said parcel to the east line of "A" Street; thence northerly to the northwest corner of Parcel 65-181-018; thence easterly to the southeast

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corner of Parcel 65-075-002; thence northerly to the north line of E. 13th Street; thence easterly to the southeast corner of Parcel 65-071-009; thence northerly to the southeast corner of Parcel 65-064-005; thence westerly to "A" Street; thence northerly to the southwest corner of Parcel 65-061-000; thence easterly to the southeast corner thereof; thence northerly to the north line of Wilbur Avenue; thence easterly to the southeast corner of Parcel 66-164-007; thence northerly to the point on the south line of Parcel 66-164-010; thence westerly to the southwest corner of Parcel 66-164-013; thence northerly to the north line of 7th Street; thence easterly to the southeast corner of Parcel 66-162-008; thence northerly to a point on the south line of Parcel 66-162-011; thence easterly and northerly along the southerly and easterly boundaries of said parcel to the south line of 6th Street; thence northerly to the southeast corner of Parcel 66-032-018; thence northerly to the northeast corner thereof; thence easterly to the east line of the roadway described in Book 27 of Deeds at Page 475; thence southerly along the east line thereof to the northwest corner of Parcel 65-050-026; thence easterly to the northeast corner of Parcel 65-050-013; thence north, east, and south along the boundary of Parcel 65-050-006 to the northwest line of Parcel 65-050-005; thence easterly along the northerly and easterly property lines of Parcels 65-050-005, and 65-050-029, to the northeast corner of Parcel 65-050-029; thence southerly to the northerly most point of Parcel 65-050-017; thence southeasterly along the eastern boundary of said Parcel 65-050-017 to the north line of Wilbur Avenue; thence easterly along the north line of Wilbur Avenue to a point which is north of the west line of Marie Avenue; thence south to the south line of Wilbur Avenue, thence east to the northeast corner of Parcel 65-101-014; thence southerly to the northwest corner of Parcel 65-101-015; thence easterly to the northeast corner of Parcel 65-110-012, said corner being on the Antioch City Limits; thence along northerly, and westerly along said City of Antioch boundary to the point of beginning.

* * * * *

END OF DOCUMENT

**REPORT TO THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO
THE ANTIOCH DEVELOPMENT AGENCY FOR CONSIDERATION AT THE
MEETING OF AUGUST 20, 2012**

Prepared By: Dawn Merchant, City of Antioch Finance Director

Date: August 7, 2012

Subject: Recognized Obligation Payment Schedule (ROPS) and
Update of AB1484

RECOMMENDED ACTION

Motion to adopt the resolution approving the Recognized Obligation Payment Schedule for the period of January 2013 through June 2013.

DISCUSSION

As a result of the passage of Assembly Bill 1X26, or Dissolution Act, as amended by Assembly Bill 1484, the City as Successor Agency to the Antioch Development Agency (Successor Agency) is required to prepare a Recognized Obligation Schedule (ROPS) that outlines administrative, contractual and bonded indebtedness expenses of the Agency every six months until all obligations of the former Antioch Development Agency are satisfied. The ROPS incorporates obligations on the Enforceable Obligations Schedule as approved by the City of Antioch as Successor Agency in January 2012.

A ROPS for the period of January 2013 through June 2013 is required to be submitted to the Department of Finance (DOF) by September 4, 2012. A draft ROPS for this period is attached (Attachment A). The ROPS will be used by the County Auditor-Controller to allocate property tax increment to the City as Successor Agency to pay the obligations listed on the ROPS due for the six month period. The ROPS is subject to certification by the County Auditor Controller, approval of the State Controller, State Department of Finance and the Oversight Board. Once approved, the City as Successor Agency will then only be able to pay those obligations listed on the approved ROPS.

Attached for consideration and approval are a resolution and ROPS document, detailing the continuing obligations of the former Antioch Development Agency with payments from January through June 2013. The DOF prescribed a new format for the ROPS that is different from the prior versions approved by the City as Successor Agency and Board. The new format is segregated into five pages, with the first page detailing contact information for the Successor Agency. The

second page provides summary totals; the third page details all obligations of the City as Successor Agency and Housing Successor to be reimbursed either from the Redevelopment Property Tax Trust Fund established at the County level or the former low and moderate income housing fund of the Antioch Development Agency; the fourth page provides notes to the obligations listed that the City wants to provide further clarification for; and the fifth page provides a reconciliation of estimated to actual expenditures for the approved January through June 2012 ROPS. As pass-throughs will be paid directly by Contra Costa County going forward, this schedule has been removed by the DOF and the amounts are no longer required to be reported.

Housing Deficit Fund and Marina Subsidy

As previously reported to the Oversight Board, on May 11th the City as Successor Agency received a letter from the DOF stating that the Housing Fund Deficit and Marina Subsidy obligations listed on the prior ROPS (and adopted Enforceable Obligations Schedule) were not enforceable obligations. Staff removed the Housing Fund Deficit, but we are continuing to reserve our right to appeal the rejection of the Marina Subsidy and therefore have added a note regarding the Marina Subsidy on the "Notes" page of the attached ROPS regarding the position of the City as Successor Agency.

Balloon Payment Reserve for 2002 Lease Revenue Bonds

A new line item has been added to set aside reserves for future debt service on the 2002 Lease Revenue Bonds. A \$10,516,463 "balloon" debt service payment is due in 2032 for the final maturity. We do not believe sufficient tax increment will be available to the City as Successor Agency to make this large one-time debt service balloon payment and therefore are requesting to set aside a pro-rated amount of the debt service bi-annually each year for the next nineteen years to collect sufficient funds. This money will be set aside with the fiscal agent for the bonds to be used for future debt service, including future bond calls that may be allowed that will help reduce the final maturity payment. The addition of this reserve does not change the overall total of the enforceable obligations; it only changes the timing to the obligations to increase the annual amount due.

Administrative Allowance

The administrative allowance amount due during fiscal year 2012-13 has been reduced to \$250,000 (from \$577,497 reported on the ROPS for July through December 2012) in accordance with California Health and Safety Code section 34171(b) which states that successor agencies administrative cost allowance from 2012-13 forward shall be 3% of the property tax allocated to the successor agency, but not less than \$250,000. The prior estimate reported was calculated based on the redevelopment agency's adopted fiscal year 2012 budget and any anticipated costs we had for winding down the agency until all obligations were

paid – and at that time, we did not have an estimate on how much property tax would be allocated to the City as Successor Agency. Based on the allocation amounts we have since received from the County, the City as Successor Agency should receive \$250,000 each year for administration which will now be reflected on the ROPS going forward.

ASSEMBLY BILL 1484 UPDATE

On June 27, 2012, the Legislature passed 54-page AB1484 to make technical and substantive amendments to the Dissolution Act. This bill became effective upon signature by the Governor and it has imposed significant modifications to ABx1 26 on successor agencies. Of particular impact was a July 9th deadline imposed on County Auditor-Controller's to notify successor agencies of monies owed back to taxing entities from December 2011 property tax payments made to redevelopment agencies before dissolution. While the City initially believed no money would be due since a payment for pass-throughs had been made to the County in May, a demand was received on July 9th to pay \$2,361,757.18 to the County by July 12th. The demand did not represent payment for annual pass-throughs, but was in fact to "take back" monies received in December 2011 by the Agency in excess of reported approved enforceable obligations to be paid for the period of January 2012 through June 2012. The City as Successor Agency complied with the demand and met the deadline. The DOF is currently reviewing all demands made to agencies to ensure the amounts were calculated correctly.

By December 15th, successor agencies are required to have a review of non-housing funds completed and submitted to the Oversight Board, County Auditor-Controller, State Controller and DOF. The reviews must be done by a licensed accountant approved by the County Auditor-Controller. The City has obtained a proposal to complete the reviews from our current auditing firm, Badawi & Associates CPA's for an estimated fee of \$12,000. Although AB1484 does not specify the funding source for the cost of the review, we have added it as a new enforceable obligation on the attached ROPS to reimburse Successor Agency reserves currently maintained for the estimated cost that will be paid as the funding from the Redevelopment Property Tax Trust Fund for the July 2012 through December 2012 period has already been allocated and it did not include the cost of this review. A request for approval for the use of Badawi & Associates has been submitted to the County and approved. Staff is working with the firm to schedule the review.

There are many more provisions and timelines included in AB1484, but those detailed above are the most pertinent as of now. We will continue to update the Board as we approach other milestones as required.

ATTACHMENT

- A. Resolution Approving the Recognized Obligation Payment Schedule for the Period of January 2013 through June 2013

RESOLUTION NO. _____

**RESOLUTION OF THE OVERSIGHT BOARD
TO THE SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY
APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE
SUCCESSOR AGENCY AND HOUSING SUCCESSOR TO THE ANTIOCH DEVELOPMENT
AGENCY FOR THE PERIOD OF JANUARY 2013 THROUGH JUNE 2013**

Whereas, Health and Safety Code section 34177(l)(1) provides that Successor Agencies are required to prepare a Recognized Obligation Payment Schedule before each six-month fiscal period identifying enforceable obligations and sources of payment; and

Whereas, Health and Safety Code section 34179(h) provides that the State Department of Finance has the authority to review all Oversight Board actions and as such has conducted a review of the Recognized Obligation Payment Schedules approved by the Oversight Board on April 30, 2012 by Resolution No. 2012-03; and

Whereas, the State Department of Finance has deemed certain obligations listed on the Recognized Obligation Schedules as not enforceable; and

Whereas, Health and Safety Code section 34177 (B) provides that Recognized Obligation Payment Schedules are to be approved by Oversight Boards

NOW THEREFORE BE IT RESOLVED THAT the Oversight Board to the Successor Agency to the Antioch Development Agency hereby approves the attached Recognized Obligation Payment Schedules of the City of Antioch as Successor Agency and Housing Successor to the Antioch Development Agency for the period of January 2013 through June 2013, which notes that the City as Successor Agency is reserving its right to appeal DOF determination that the Marina Subsidy is not an enforceable obligation pending further review by City staff.

* * * * *

The foregoing resolution was passed and adopted by the Oversight Board to the Successor Agency to the Antioch Development Agency at a regular meeting thereof, held on the ____ day of _____, 2012 by the following vote:

AYES:
NOES:
ABSENT:

Chair, Oversight Board

Successor Agency Contact Information

Name of Successor Agency:	<u>City of Antioch</u>
County:	<u>Contra Costa</u>
Primary Contact Name:	Dawn Merchant, Finance Director P.O.
Primary Contact Title:	Box 5007, Antioch, CA 94531-5007
Address	
Contact Phone Number:	<u>(925) 779-6135</u>
Contact E-Mail Address:	<u>dmerchant@ci.antioch.ca.us</u>
Secondary Contact Name:	<u>Lynn Tracy Nerland</u>
Secondary Contact Title:	<u>City Attorney</u>
Secondary Contact Phone Number:	<u>(925) 779-7015</u>
Secondary Contact E-Mail Address:	<u>lnerland@ci.antioch.ca.us</u>

SUMMARY OF RECOGNIZED OBLIGATION PAYMENT SCHEDULE

Filed for the January 1, 2013 to June 30, 2013 Period

Name of Successor Agency: City of Antioch

	Total Outstanding Debt or Obligation
Outstanding Debt or Obligation	\$ 69,649,709
Current Period Outstanding Debt or Obligation	Six-Month Total
A Available Revenues Other Than Anticipated RPTTF Funding	19658
B Enforceable Obligations Funded with RPTTF	1098698
C Administrative Allowance Funded with RPTTF	125000
D Total RPTTF Funded (B + C = D)	1223698
Total Current Period Outstanding Debt or Obligation (A + B + C = E) <i>Should be same amount as ROPS form six-month total</i>	\$ 1,243,356
E Enter Total Six-Month Anticipated RPTTF Funding	1,223,698
F Variance (D - E = F) <i>Maximum RPTTF Allowable should not exceed Total Anticipated RPTTF Funding</i>	\$ -
Prior Period (January 1, 2012 through June 30, 2012) Estimated vs. Actual Payments (as required in HSC section 34186 (a))	
G Enter Estimated Obligations Funded by RPTTF <i>(Should be the same amount as RPTTF approved by Finance, including admin allowance)</i>	1056592
H Enter Actual Obligations Paid with RPTTF	873226
I Enter Actual Administrative Expenses Paid with RPTTF	183366
J Adjustment to Redevelopment Obligation Retirement Fund (G - (H + I) = J)	0
K Adjustment to RPTTF	\$ 1,223,698.00

Certification of Oversight Board Chairman:
Pursuant to Section 34177(m) of the Health and Safety code,
I hereby certify that the above is a true and accurate Recognized
Obligation Payment Schedule for the above named agency.

Brian Kalinowski
Name

Chair

Title

Signature

Date

Name of Successor Agency:
County:

City of Antioch
Contra Costa

Oversight Board Approval Date:

RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS III)
January 1, 2013 through June 30, 2013

Item #	Project Name / Debt Obligation	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2012-13	LMHF	Bond Proceeds	Reserve Balance	Admin Allowance	RPTIF	Other	Six-Month Total
	Grand Total						\$ 69,646,709	\$ 4,383,988	\$ 19,658	\$ -	\$ -	\$ 125,000	\$ 1,098,696	\$ -	\$ 1,243,356
1	2000 Tax Allocation Bonds	11/1/2000	9/1/2017	Bank of New York	Bond issue to fund non-housing projects	Area 1	8,415,627.00	1,481,854.00					153,354.00		153,354
2	2009 Tax Allocation Bonds	8/1/2009	9/1/2027	Bank of New York	Bond issue to fund non-housing projects	Area 1	2,311,231.00	144,730.00					23,326.00		23,326
3	1994 Tax Allocation Bonds	7/1/1994	1/1/2014	Bank of New York	Bond issue to fund non-housing projects	Area 2	509,675.00	244,898.00					8,550.00		8,550
4	2002 Lease Revenue Bonds	3/1/2002	1/1/2032	Bank of New York	Bond issue to fund non-housing projects	Area 1, 2, 3, 4, 1	30,238,137.00	1,620,456.00					622,709.00		622,709
5	2002 Lease Revenue Bonds	3/1/2002	1/1/2032	Bank of New York	Bond issue to fund non-housing projects	Area 1, 2, 3, 4, 1	10,516,463.00	276,749.00					276,749.00		276,749
6	Bond administration	various	1/1/2032	Bank of New York	Bond administrative fees	Area 1, 2, 3, 4, 1	302,000.00	15,100.00					4,010.00		4,010
7	Moraga Subsidy	2002	1/1/2020	City of Antioch	Rent subsidy	Area 1	4,500,000.00	250,000.00							
8	Vista Diablo Rent Subsidy	7/1/2008	10/9/2017	Vista Diablo	Rent subsidy	Area 1	4,500,000.00	250,000.00							
9	Administration of NPP loans	2003	2031	Central Contra Costa County	Program administration-outstanding NPP loans	LMHF	964,905.00	133,925.00	2,400						2,400
10	Administration of housing loans	2003	2062	City of Antioch/consultants	On-going housing loan administration	LMHF	45,720.00	3,720.00							
11	Administration Rental Rehab loans	2007	2031	Housing Authority	On-going rental rehab loan administration	LMHF	693,000.00	18,000.00	9,000						9,000
12	Administrative costs	2/1/2012	12/31/2032	City of Antioch	Administrative expenses for agency	LMHF	188,708.00	12,516.00	8,258						8,258
13	Undiligated balance reviews required under ASB 1484	August 2012	12/31/2012	Badawel & Associates, CPA's	Undiligated balance reviews required to be completed by December 2012	LMHF/Area 1, 2, 3, 4, 1	10,972,443.00	250,000		2,000		125,000	10,000		12,000

RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS III) -- Notes (Optional) January 1, 2013 through June 30, 2013	
Item #	Notes/Comments
5	Reserve to bi-annually set aside tax increment to fund enforceable obligation whose payment date extends beyond the final date to receive tax increment in 2032 of \$10,516,463
7	The City as Successor Agency is reserving its right to appeal DOF determination that this is not an enforceable obligation pending further review by City staff.
10	City and/or consultants have administered housing loans since low and moderate income housing fund established loan programs. Includes First Time Homebuyer, Neighborhood Preservation, Rental Rehabilitation and Affordable Housing loans.
13	Balance review requirement enacted after approval of ROPS for July through December 2012. As payment will need to be made during this period, this obligation is to recognize and reimburse cost paid for review.

Name of Successor Agency:
County:

City of Antioch
Contra Costa

Attachment A, p.6

Pursuant to Health and Safety Code section 34186 (a)
PRIOR PERIOD ESTIMATED OBLIGATIONS vs. ACTUAL PAYMENTS
RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS I)
January 1, 2012 through June 30, 2012

Page/Form	Line	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	LMIHF		Bond Proceeds		Reserve Balance		Admin Allowance		RPTTF		Other	
						Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual
		Grand Total				\$ 119,506	\$ 101,080	\$ -	\$ -	\$ 250,000	\$ 260,631	\$ 181,072	\$ 183,366	\$ 875,520	\$ 873,226	\$ -	\$ -
P. 1, RPTIF	1	2000 Tax Allocation Bonds	Bank of New York	Bond issue to fund non-housing projects	Area 1												
P. 1, RPTIF	2	2000 Tax Allocation Bonds	Bank of New York	Bond issue to fund non-housing projects	Area 1												
P. 1, RPTIF	3	1994 Tax Allocation Bonds	Bank of New York	Bond issue to fund non-housing projects	Area 2												
P. 1, RPTIF	4	2002 Lease Revenue Bonds	Bank of New York	Bond issue to fund non-housing projects	Area 1, 2, 3, 4, 1												
P. 1, RPTIF	5	Bond administration	Bank of New York	Bond administrative fees	Area 1, 2, 3, 4, 1												
P. 1, RPTIF	6	Monitoring Wells	City of Antioch	Monitoring Wells Capital Project No. 7534	Area 1												
P. 1, RPTIF	7	Marina Subsidy	City of Antioch	Marina subsidy	Area 1												
P. 2, Other	1	Vista Diablo Rent Subsidy	Vista Diablo	Rent subsidy	LMIHF	2,400	300			250,000	250,000						
P. 2, Other	2	Administration of HPP loans	Contra Costa County	loans	LMIHF	1,920	-										
P. 2, Other	3	Administration of housing loans	City of Antioch/consultants	On-going housing loan administration	LMIHF	102,870	100,760										
P. 2, Other	4	Administration of Rental Rehab loans	Housing Authority	On-going rental rehab loan administration	LMIHF	12,516	-										
P. 3, Admin	1	Administrative costs	City of Antioch/consultants	Administrative expenses for agency	Area 1, 2, 3, 4, 1						10,631	181,072	183,366				

OB RESOLUTION NO. 2012-06

**RESOLUTION OF THE OVERSIGHT BOARD
TO THE SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY
APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE
SUCCESSOR AGENCY AND HOUSING SUCCESSOR TO THE ANTIOCH DEVELOPMENT
AGENCY FOR THE PERIOD OF JANUARY 2013 THROUGH JUNE 2013**

Whereas, Health and Safety Code section 34177(l)(1) provides that Successor Agencies are required to prepare a Recognized Obligation Payment Schedule before each six-month fiscal period identifying enforceable obligations and sources of payment; and

Whereas, Health and Safety Code section 34179(h) provides that the State Department of Finance has the authority to review all Oversight Board actions and as such has conducted a review of the Recognized Obligation Payment Schedules approved by the Oversight Board on April 30, 2012 by Resolution No. 2012-03; and

Whereas, the State Department of Finance has deemed certain obligations listed on the Recognized Obligation Schedules as not enforceable; and

Whereas, Health and Safety Code section 34177 (B) provides that Recognized Obligation Payment Schedules are to be approved by Oversight Boards;

NOW THEREFORE BE IT RESOLVED THAT the Oversight Board to the Successor Agency to the Antioch Development Agency hereby approves the attached Recognized Obligation Payment Schedule of the City of Antioch as Successor Agency and Housing Successor to the Antioch Development Agency for the period of January 2013 through June 2013, which notes that the City as Successor Agency is reserving its right to appeal DOF determination that the Marina Subsidy is not an enforceable obligation pending further review by City staff.

* * * * *

The foregoing resolution was passed and adopted by the Oversight Board to the Successor Agency to the Antioch Development Agency at a regular meeting thereof, held on the 20th day of August, 2012 by the following vote:

AYES: Parsons, Archuleta, Forrester, Fraser, Hinojoso, Wehrmeister
NOES: None
ABSENT: Kalinowski

for Martha Parsons, Vice Chair
Brian Kalinowski, Chair
BRIAN KALINOWSKI, Chair
Oversight Board

OB RESOLUTION NO. 2012-05

**RESOLUTION OF THE OVERSIGHT BOARD
TO THE SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY**

**RESOLUTION OF THE OVERSIGHT BOARD
CONSENTING TO AND CONFIRMING THE TRANSFER OF 19 OF THE FORMER
ANTIOCH DEVELOPMENT AGENCY PARCELS TO THE CITY OF ANTIOCH AND
THE TRANSFER OF THE ROSWELL BUTLER HARD HOUSE PARCEL FROM THE
CITY OF ANTIOCH TO THE FRIENDS OF THE ROSWELL BUTLER HARD HOUSE**

WHEREAS, the City Council of the City of Antioch (the "City") adopted the Antioch Community Redevelopment Plan (as amended, the "Redevelopment Plan"), which set forth the Redevelopment Plan of the Antioch Community Redevelopment Project Area (the "Project Area") to be implemented by the Antioch Development Agency ("Agency"); and

WHEREAS, the Agency previously owned certain real property within the Project Area (the "Property" which includes 25 parcels) certain portions of which had previously been developed by, or on behalf of, the Agency, in accordance with the Redevelopment Plan and were and continue to be in governmental use and should have been transferred to the City (the 19 "Redeveloped Parcels" set forth in Exhibit 1) and certain portions of the Property which have not yet been developed (the 6 "Development Parcels"); and

WHEREAS, the City and Agency entered into a property conveyance agreement (the "Agreement") dated March 9, 2011, by which the Agency conveyed the Property to the City, and the City accepted the Property from the Agency; and

WHEREAS, pursuant to the Agreement, the City would continue the existing use for each Redeveloped Parcel and would take such actions necessary to identify a third-party developer for each Development Parcel to develop on each such Development Parcel a development consistent with the Redevelopment Plan; and

WHEREAS, the State of California mandated the dissolution of the Antioch Development Agency on February 1, 2012 pursuant to Assembly Bill 1x 26 adopted in June 2011 and Assembly Bill 1484 adopted in June 2012; and

WHEREAS, the City of Antioch is the Successor Agency to the Antioch Development Agency, pursuant to California Health and Safety Code section 34173(d); and

WHEREAS, information regarding the Property has been provided to the Oversight Board pursuant to the staff report and attachments and oral report presented August 20, 2012; and

WHEREAS, Health and Safety Code section 34181(a) allows the Oversight Board to direct the Successor Agency “to transfer ownership of those assets that were constructed and used for a governmental purpose, such as road, school buildings, parks, police and fire stations, libraries, and local agency administrative buildings, to the appropriate public jurisdiction pursuant to any existing agreements relating to the construction or use of such an asset;” and

WHEREAS, the 19 Redeveloped Parcels are in governmental use, and

WHEREAS, on July 24, 2012, the City Council and the City as Successor Agency to the Antioch Development Agency approved a Purchase and Sale Agreement with Escrow Instructions for the Hard House Parcel to the nonprofit Friends of the Roswell Butler Hard House for no monetary consideration but with the requirement to rehabilitate the property in accordance with state and federal regulations for historic resources and with restrictions on the use of the property as a Local Public Museum Home for educational and cultural programs and availability as the Mayor’s Ceremonial Office and for other events at no charge to the City and with the elimination of maintenance costs to the City in order to further the governmental use of the Hard House parcel; and

WHEREAS, pursuant to Health and Safety Code section 34181(f), public notice was given ten days in advance of the proposed action to confirm and consent to the transfer of 19 of the former Antioch Development Agency “Redeveloped Parcels” to the City of Antioch and the transfer of the Hard House Parcel from the City of Antioch to the Friends of the Roswell Butler Hard House; and

WHEREAS, pursuant to Section 15061(b)(3) of the Guidelines for the implementation of the California Environmental Quality Act ("CEQA"), the Agreement and actions by the Oversight Board to confirm title of the Redeveloped Parcels in the City are exempt from the requirements of CEQA because the use of the Redeveloped Parcels will not change by this action and because pursuant to Section 15331 of the CEQA Guidelines any actions regarding the rehabilitation of the Hard House pursuant to this action are exempt from CEQA because they are related to the “maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of historical resources” in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings (1995), Weeks and Grimmer, as may be amended; and

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Oversight Board to the City of Antioch as Successor Agency to the Antioch Development Agency finds that the above recitals are accurate.
2. The Oversight Board confirms and consents to the transfer of the 19 Redeveloped Parcels listed in Exhibit 1 to the City of Antioch.
3. The Oversight Board further consents to the transfer of the historic Hard House parcel to the nonprofit Friends of the Roswell Butler Hard House for no monetary consideration

but with the requirement to rehabilitate the Hard House in accordance with federal and state historic preservation requirements and with restrictions on the use of the Hard House as a Local Public History Museum Home for educational and cultural programs and for use by the City as the Mayor's Ceremonial Office and for other events at no cost to the City.

4. The Oversight Board grants the Antioch City Manager and Antioch City Attorney authority to execute any further documents, including but not limited to, grant or quitclaim deeds and certificates of acceptance as may be needed to effectuate this Resolution.

* * * * *

The foregoing resolution was passed and adopted by the Oversight Board to the Successor Agency to the Antioch Development Agency at a regular meeting thereof, held on the 20th day of August, 2012 by the following vote:

AYES: Parsons, Archuleta, Forrester, Fraser, Hinojoso, Wehrmeister

NOES: None

ABSENT: Kalinowski

Mattho Parsons, Vice Chair
for Brian Kalinowski, Chair
BRIAN KALINOWSKI, Chair
Oversight Board

EXHIBIT 1

Redeveloped Parcels (19 Parcels)

APN	Address	Description
066-010-006	"L" St. and Marina Plaza	Formerly Barbara Price Park, in progress Boat Launch Facility
066-010-007	"L" St. and Marina Plaza	Formerly Barbara Price Park, in progress Boat Launch Facility
066-010-014	W. First St.	Amtrak Station
066-020-010	None	Public Parking – Pier at Riverview Lodge
066-052-003	W. Second and "E" St.	Public Parking – "Antioch Lumber Co." Lot
066-053-002	W. Third St.	Public Parking – Nick Rodriguez Community Center Lot
066-061-009	"I" St.	Public Parking – Gravel lot behind Delta Beauty College and Old Garage Building
066-061-010	W. Third St.	Public Parking – Gravel lot behind Delta Beauty College and Old Garage Building
066-062-016	W. Third St.	Public Parking – Lot between Odd Fellows Hall and former La Fontana building
066-071-005	W. Second St.	Public Parking – "Palms" Lot by El Campanil Theatre
066-072-020	608 W. Third St.	Public Parking – Portion of City Hall Lot
066-082-005	101 "I" St.	Public Parking – Waldie Plaza Lot
066-082-006	"I" St.	Public Parking – Waldie Plaza Lot
066-082-007	"I" St.	Public Parking – Waldie Plaza Lot
066-091-015	809 W. First St.	Lynn/Hard House parcel
066-107-001	308 "I" St.	Public Parking – "I" St. Lot between W. Second and W. Third Streets
066-107-003	314 "I" St.	Public Parking – "I" St. Lot between W. Second and W. Third Streets
066-107-010	807 W. Third St.	Public Parking – "I" St. Lot between W. Second and W. Third Streets
066-107-011	302 W. "I" St.	Public Parking – "I" St. Lot between W. Second and W. Third Streets

OB RESOLUTION NO. 2012-06

**RESOLUTION OF THE OVERSIGHT BOARD
TO THE SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY
APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE
SUCCESSOR AGENCY AND HOUSING SUCCESSOR TO THE ANTIOCH DEVELOPMENT
AGENCY FOR THE PERIOD OF JANUARY 2013 THROUGH JUNE 2013**

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NOES: None
ABSENT: Kalinowski

for Martha Parsons, Vice Chair
Brian Kalinowski, Chair
BRIAN KALINOWSKI, Chair
Oversight Board