



# Joint Exercise of Powers Agency

City of Antioch City of Brentwood City of Oakley County of Contra Costa

**Board of Directors**  
**Thursday, September 13, 2007**  
**7:00 p.m.**  
Tri-Delta Transit Meeting Room  
801 Wilbur Avenue  
Antioch, California

1. Call to Order
2. Public Comment
3. Consent Items
  - A. **APPROVE** Minutes of August 9, 2007 meeting.
  - B. It is recommended that the Board take the following actions:
    1. **APPROVE** the Right of Way Contract and **ACCEPT** the Grant Deed from Contra Costa County Flood Control & Water Conservation District (District), to the State Route 4 Bypass Authority (Authority).
    2. **AUTHORIZE** the Secretary to the Authority, or designee, to execute said Right of Way Contract on behalf of the Authority and **APPROVE** funding in the amount of \$796,500.00.
    3. **AUTHORIZE** the Auditor-Controller to issue a check in said amount payable to Placer Title Company, Escrow # 615-9351, 1981 N. Broadway # 100, Walnut Creek, CA 94596, to be forwarded to the Real Property Division for delivery.
    4. **DIRECT** the Real Property Division of Contra Costa County to have the above referenced Grant Deed delivered to Placer Title Company for recording in the office of the Contra Costa County Recorder.
5. Determination Items
  - A. **RECEIVE** status report on Segment 1, Segment 3 and the Laurel Road Extension projects (*no staff report*).
  - B. **RECEIVE** status report on construction activities for Segment 1, Segment 3 and the Laurel Road Extension projects (*no staff report*).
  - C. Staff recommends the Board not approve a request to extend Soundwall No. 1 in Segment 3 of the SR4 Bypass project by approximately 400 feet at an estimated cost of approximately \$200,000.
  - D. **RECEIVE** a presentation by Merrill Morris, a subconsultant to Mark Thomas and Company, on levels of landscaping for SR4 Bypass corridor and the Laurel Road Extension project and **PROVIDE DIRECTION** to staff, as appropriate.
4. Board Member Comments
5. Correspondence
6. Adjournment

*The Authority will provide reasonable accommodations for persons with disabilities planning to attend Board meetings who contact the Program Manager at least 24 hours before the meeting, at (925) 686-0619.*

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**Board of Directors:**  
Donald P. Freitas, Chair  
Robert Taylor, Vice Chair  
Brad Nix  
Mary N. Piepho

**Authority Staff Office:**  
Contra Costa County  
255 Glacier Drive  
Martinez, CA 94553  
(925) 686-0619

**STATE ROUTE 4 BYPASS AUTHORITY**  
**Antioch - Brentwood - Oakley and Contra Costa County**

A JOINT EXERCISE OF POWERS AGENCY

MINUTES  
August 9, 2007

The STATE ROUTE 4 BYPASS AUTHORITY meeting was called to order in the Tri-Delta Transit Meeting Room, 801 Wilbur Avenue, Antioch, California by Chair Donald Freitas at 6:35 P.M.

**ROLL CALL**

PRESENT: Brad Nix (Oakley)\*, Mary N. Piepho (Contra Costa County), Bob Taylor (Brentwood), and Chair Donald Freitas (Antioch)

ABSENT: None

STAFF: Dale Dennis, Program Manager

\* Arrived After Roll Call

**PUBLIC COMMENT**

Kermit Sveen, Brentwood, a resident of the Summerset development, noted that while he had been made aware of the SR4 Bypass at the time of the purchase of his home in 1999, he had not been made aware of the height of the roadbed and the sound wall affecting his home which was near Segment 2 of the Bypass. He presented photographs to the Board and noted that it appeared that if the sound wall was not extended further southward there would be a gap that left some of the homes exposed to noise. He expressed his hope that situation could be resolved.

With respect to landscaping behind the homes along the Bypass, Mr. Sveen expressed his hope for adequate landscaping along that area given the close proximity of the homes to the wall. He objected to the appearance of the sound wall and urged that the landscaping issues be addressed to screen that wall.

Mr. Sveen also asked about the responsible party for speed and noise control on Segment 2 of the Bypass, when completed.

Chair Freitas advised that Caltrans and the California Highway Patrol (CHP) would have jurisdiction over the Bypass when completed and when accepted by Caltrans. He verified that staff was attempting to address the concerns expressed by Mr. Sveen.

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### **CLOSED SESSION**

Chair Freitas adjourned into Closed Session at 6:38 P.M. to consider the following:

- A. Conference with Legal Counsel – Existing Litigation (Government Code Section 54956.9(a))
1. *State Route 4 Bypass Authority vs. H. John Bloomfield, Trustees, et. al., Contra Costa County Superior Court No. C05-02371*
  2. *State Route 4 Bypass Authority vs. Christina Nena Custodio, Trustee, et al., Contra Costa County Superior Court No. C05-00373*

Director Nix arrived at 6:54 P.M.

Chair Freitas reconvened into open session at 7:03 P.M. and advised that there was no reportable action from Closed Session.

### **CONSENT ITEMS**

On motion by Director Piepho seconded by Director Nix, members of the Authority unanimously adopted the Consent Items, as follows:

- A. APPROVED Minutes of June 14 and July 12, 2007 Meetings.
- B. The Board Took the Following Actions:
1. APPROVED the Purchase and Sale Agreement and ACCEPTED the Grant Deeds and Quitclaim Deeds from Davis, et. al. as listed on Exhibit "A" attached to the staff report dated August 9, 2007.
  2. AUTHORIZED the Secretary or designee to execute said Purchase and Sale Agreement on behalf of the Authority.
  3. APPROVED payment of \$33,000 for said property rights and AUTHORIZED the Auditor-Controller to issue a check in said amount payable to Placer Title Company, 1981 N. Broadway, #100, Walnut Creek, CA 94596, Escrow No. 615-5336, to be forwarded to the Real Property Division for delivery.
  4. DIRECTED the Real Property Division of Contra Costa County to deliver the referenced Grant Deeds and Quitclaim Deeds to Placer Title Company for recording in the office of the Contra Costa County Recorder.

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- C. APPROVED Contract Change Order Nos. 28S1, 77 and 81 with De Silva Gates Construction/FCI Constructors JV, for an estimated cost increase of \$320,000 for Segment 1, Package 2, and AUTHORIZED the Secretary or designee to sign the change orders on behalf of the Authority.
- D. APPROVED Contract Change Order No. 42, Supplement 1, with De Silva Gates Construction for a cost increase of \$497,000 for Segment 3, and AUTHORIZED the Secretary or designee to sign the change order on behalf of the Authority.

### **DETERMINATION ITEMS**

- A. RECEIVE Status Report on the Segment 1, Segment 3 and the Laurel Road Extension Projects

Program Manager Dale Dennis reported that staff continued to move forward with final acquisitions. Three cases remained in Segment 1 and one acquisition/condemnation case remained in Segment 3. With respect to the other projects, he stated that staff was moving forward with construction and also with utility relocations which continued to make progress although requiring effort to remain on track.

- B. RECEIVE Status Report on Construction Activities for Segment 1, Segment 3 and the Laurel Road Extension Projects

Bart Littell of Parsons Brinckerhoff Construction Services presented updated construction photographs and reported that between Segments 1 and 3, the contractors had completed \$7.3 million in construction.

With respect to Segment 1, Mr. Littell reported that significant paving had occurred since the last Board meeting. Traffic had been switched over on Jeffrey Way and traffic would be switched on the Laurel Road Extension Project on August 15. The Laurel Road overhead bridge deck had been poured and all the structures on the project were essentially complete. Sound wall construction was continuing. He stated that Sound Wall 2 had been completed and the construction of Sound Wall 1 was continuing.

For the joint trench work on the Laurel Road Extension project, there had been a commitment from PG&E to mobilize the project towards completion with a cutover on August 21. After that time, AT&T work would remain to be done. In the next month, there would be a switch on Highway 4. A detour had already been constructed to accommodate traffic from the Antioch Bridge westbound, to be moved over to finish the westbound pavement. Guardrail work continued as did drainage and other work.

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For Segment 3, Mr. Littell explained that the hawks were no longer a concern and the bridgework and roadwork was ongoing to completion by November 1, 2007. Sound walls were also ongoing.

Director Taylor noted that there were some breaks in the sound wall. He asked if the sound walls were to mesh and come together.

In response, Mr. Dennis stated that he would have the noise consultant and design engineer evaluate the situation raised by a citizen during public comment. When asked, he explained that there would be no gaps where walls were required.

Mr. Littell referred to Segment 1 and suggested that the issue was that one of the walls was maintained by Caltrans, which did not want the developer wall to tie in. As such, the developer would build a wood fence connection between those two walls.

Mr. Littell added with respect to Segment 3 that Marsh Creek Road from Walnut Boulevard to Sellers Avenue had been completed with two-way traffic, ahead of schedule. He noted that the road had been closed completely to allow that work to be done.

Director Taylor requested that appropriate barricades be provided for safety purposes, particularly after the end of daylight savings.

Mr. Dennis advised that the last detour would be in place until the section from Byron to Sellers had been completed and there would be no change in roadway detouring during the daylight savings change. He stated that the current timeframe was 17 weeks and the section would have to be completed between November and December. As such, that work was expected to take until the end of December. While the days would be shorter, the detour would not change.

On another matter, Mr. Littell advised that at Vasco Road the cut had been done and the plans called for the contractor to use selected material from the top four meters of the hill that had been judged to be adequate and suitable for lime treatment, although unfortunately that material had not reached the required strength after being lime treated.

As a result, Mr. Littell stated for that County maintained section of road, while they had been allowed to use a lime cement for the first lift, the County had requested aggregate subbase for the second lift, which would involve an additional cost.

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- C. PROVIDE Direction to Staff Regarding Truck Traffic on the SR4 Bypass for the Interim Period Between the Time when Segment 1 Opens to Traffic and When Segment 3 Opens to Traffic (Approximately December 2007 to June 2008).

Mr. Dennis stated that the issue related to truck traffic had come up in the last couple of months with the expectation that Segment 1 would be ready to open in the late fall. In discussing the project, he noted that City of Brentwood staff had expressed concern for truck traffic on Lone Tree Way. Over the past month, he had discussed the truck traffic issue and Segment 1 issue with the City Engineers of the cities of Antioch, Brentwood and Oakley in more detail.

Mr. Dennis reported that the cities of Antioch and Oakley were supportive of truck traffic on Segment 1, when opened. The City of Brentwood preferred that truck traffic remain on Highway 4 until the opening of Segment 3. He did not see any reason to restrict trucks on Segment 1 given the connection from Highway 4 to a truck route in the cities of Antioch and Brentwood and unincorporated Contra Costa County. He suggested it made sense to have truck traffic on Segment 1 to Lone Tree Way, which was an approved truck route, which was the staff recommendation. He sought direction as to how to proceed with truck traffic.

Director Taylor explained that Sand Creek Road was more residential in nature, was not a truck route, had not been constructed for truck traffic, and there was a school nearby. He added that Balfour Road was also not a truck route. He suggested that the only alternative for the City of Brentwood was Lone Tree Way.

Directors Freitas and Nix recognized the City of Brentwood's dilemma and agreed that Lone Tree Way could be used for truck traffic.

Director Piepho suggested that would be confusing for the truckers and for the community. She was concerned allowing any trucks on the Bypass at all, expressed concern for CHP enforcement, and questioned whether trucks would actually exit at Lone Tree Way and not continue onto Segment 2.

Chair Freitas stated that the City of Brentwood would be the enforcer at this point and he recognized there could be an issue as a result. He recommended appropriate signage to identify the situation and emphasized the enforcement issue. He suggested that the Brentwood Police Department be charged with enforcement.

Director Nix acknowledged Brentwood's dilemma and emphasized the need to work together to address the situation. He also noted that when Segment 1 opened, the idea of policing and authority for policing would have to be clarified.

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Director Nix also expressed the need for greater enforcement in that area. He suggested that truckers were by and large pretty good about watching signs. With police enforcement and the signage, he suggested that situation could be addressed.

Director Taylor urged some attention to the situation. He stated that for the first two weeks he would ensure ample motorcycle policing by the Brentwood Police Department.

Director Piepho noted another concern farther to the east of the construction on Lone Tree Way area where there was a narrower two lane roadway with narrow shoulders and with a less well maintained roadway. She asked if that section of roadway was capable of handling that kind of traffic.

Chair Freitas clarified with Mr. Dennis that before the opening of Segment 1 the construction on Lone Tree Way would be completed. Verifying the Board's consensus, he stated that truck traffic would be allowed on Segment 1, although signage needed to take place.

Director Taylor advised that he would have Brentwood traffic personnel monitor the lights as part of that process.

#### **BOARDMEMBER COMMENTS**

There were no Boardmember comments.

#### **CORRESPONDENCE**

There was no correspondence.

#### **ADJOURNMENT**

With no further business to come before the State Route 4 Bypass Authority, Chair Freitas adjourned the meeting at 7:28 P.M. to the next meeting scheduled for September 13, 2007.


Respectfully submitted,

Anita L. Tucci-Smith  
Minutes Clerk

**STATE ROUTE 4  
BYPASS AUTHORITY**

**DATE:** September 11, 2007

**TO:** Board of Directors

**FROM:** Dale Dennis, Program Manager 

**SUBJECT:** State Route 4 Bypass Project – Laurel Road Extension, Oakley and Antioch areas.  
 [SCH# 2004072075, SCH# 89032824 and SCH# 1989032824].  
 Project No.: 4660-6X4373 Task: ACQ Account No. 3540

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**Recommendation:** It is recommended that the Board take the following actions:

- A. **APPROVE** the Right of Way Contract and **ACCEPT** the Grant Deed from Contra Costa County Flood Control & Water Conservation District (District), to the State Route 4 Bypass Authority (Authority).
- B. **AUTHORIZE** the Secretary to the Authority, or designee, to execute said Right of Way Contract on behalf of the Authority and **APPROVE** funding in the amount of \$796,500.00.
- C. **AUTHORIZE** the Auditor-Controller to issue a check in said amount payable to Placer Title Company, Escrow # 615-9351, 1981 N. Broadway # 100, Walnut Creek, CA 94596, to be forwarded to the Real Property Division for delivery.
- D. **DIRECT** the Real Property Division of Contra Costa County to have the above referenced Grant Deed delivered to Placer Title Company for recording in the office of the Contra Costa County Recorder.

**Discussion:**

These property rights are required for the State Route 4 Bypass – Laurel Road Extension project in accordance with approved plans and specifications. The property rights being acquired also include utility easements for the United States of America, Department of Energy and Pacific Gas & Electric Company. These easements will be conveyed directly from the District to United States of America, Department of Energy and Pacific Gas & Electric Company.

The Authority's payment in the amount of \$796,500.00 for the purchase of all said property rights comes from State Route 4 Bypass funds.

If the Authority, USA and PG&E were not to acquire these property rights, the project will not have sufficient land rights to allow construction in accordance with the approved plans and specifications.

LLO:sr  
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**ACTION OF BOARD ON \_\_\_\_\_ APPROVED AS RECOMMENDED \_\_\_ OTHER \_\_\_**

VOTE OF DIRECTORS  
 \_\_\_\_\_ UNANIMOUS (ABSENT \_\_\_\_\_)  
**AYES:** \_\_\_\_\_ **NOES:** \_\_\_\_\_  
**ABSENT:** \_\_\_\_\_ **ABSTAIN:** \_\_\_\_\_

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

ATTESTED \_\_\_\_\_  
Secretary to the Authority

**RIGHT OF WAY CONTRACT**

RW 8-3 (Rev. 6/95)

\_\_\_\_\_, California

\_\_\_\_\_, 2005

District	County	Route	Parcel No.	Project No.
4	CC	SR4 Bypass	21 (Grant Deed) & Utility Easements	4660-6X4373

Document No. 21 in the form of a Grant Deed to the State Route 4 Bypass Authority and a Grant of Easement to the United States of America, Department of Energy and a Grant of Easement to Pacific Gas & Electric Company, covering the property particularly described in the above instruments (Property) has been executed and delivered to L. Lucy Owens, Real Property Agent for the State Route 4 Bypass Authority.

The two utility easements will be conveyed directly from the Contra Costa County Flood Control and Water Conservation District to the United States of America, Department of Energy and Pacific Gas & Electric Company.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. A. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the Authority of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
- B. Grantee requires the Property described in Document No. 21 and in the Utility Easements, a public use for which Grantee has the authority to exercise the power of eminent domain. Grantor is compelled to sell, and Grantee is compelled to acquire the Property.
2. The Authority shall:
  - A. Pay the undersigned Grantor the sum of \$796,500.00 (Seven Hundred Ninety-Six Thousand Five Hundred Dollars) (Purchase Price) for the Property or interest conveyed by above documents when fee title to the Property vests in the Authority free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except:
    - (a) Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the Close of Escrow.
    - (b) Covenants, conditions, restrictions and reservations of record, or contained in the above-referenced document.
    - (c) Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.

**RIGHT OF WAY CONTRACT**

(d) Other approved exceptions.

3. By this Agreement, Authority and Grantor establish an escrow (Escrow) with Placer Title Company, 1981 N. Broadway, # 100, Walnut Creek, California, 94596. Grantor hereby authorize Authority to prepare escrow instructions and file escrow instructions with said Title Company, on behalf of Grantor, in accordance with this Agreement. This includes authorization of the Title Company to withhold pro rata taxes, liens, and assessments on the Property conveyed.

- A. Authority shall pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by Authority, the premium charged therefore.
- B. On or before the Close of Escrow, Grantor will deliver to Authority or into Escrow with the Placer Title Company any Agreement(s) or any other agreement(s), if any, which Authority has agreed in writing, are to remain in effect after Authority takes title;
- C. Copies of any effective leases, rental agreements, or any other agreements, if any, which the Authority has agreed in writing are to remain in effect after Authority takes title.
- D. Prior to the Close of Escrow, Authority will deposit the Purchase Price into escrow with Placer Title Company.

5. Escrow shall close upon the conveyance of the Property to the Authority (Close of Escrow). On the closing date, the Title Company shall close Escrow as follows:

- A. Record the Grant Deed, marked for return to the Authority care of L. Lucy Owens, Real Property Agent for the Authority (which shall be deemed delivered to the Authority);
- B. Issue the Title Policy, if requested to do so by the Authority;
- C. Prorate taxes, assessments, rents and other charges as provided by this Agreement;
- D. Disburse to the Grantor the Purchase Price, less prorated amounts and charges to be paid by or on behalf of Grantor;
- E. Prepare and deliver to the Authority and to the Grantor one signed copy of the Title Company's closing statement showing all receipts and disbursements of the Escrow.

If the Title Company is unable to simultaneously perform all of the instructions set forth above, the Title Company shall notify the Grantor and the Authority and retain all funds and documents pending receipt of further instructions from the Authority.

6. Grantor warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month and the Grantor further agree to hold the Authority harmless and reimburse the Authority for any and all of its losses and expenses occasioned by reason of any lease of the property held by any tenant of Grantor for a period exceeding one month.

7. The Grantor hereby represent and warrant that during the period of Grantor' ownership of the Property, there have been no disposals, releases or threatened releases of hazardous

**RIGHT OF WAY CONTRACT**

substances of hazardous wastes on, from, or under the Property. Grantor further represents and warrants that Grantor have no knowledge of any disposal, release, or threatened release of hazardous substances or hazardous wastes, on, from, or under the Property which may have occurred prior to Grantor taking title to the Property.

The Purchase Price of the Property being acquired in this transaction reflects the fair-market value of the Property without the presence of contamination. If the Property being acquired is found to be contaminated by the presence of Hazardous Waste which requires mitigation under Federal or State law, the Authority may elect to recover its clean-up costs from those who caused or contributed to the contamination.

- 8. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the Authority, including the right to remove and dispose of improvements, commenced on April 18, 2005, by Right of Entry and will stay in effect until the Close of the Escrow, and that the amount shown in Clause 2A herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

*In Witness Whereof*, the Parties have executed this agreement the day and year first above written.

GRANTEE

GRANTOR

STATE ROUTE 4 BYPASS AUTHORITY

CONTRA COSTA COUNTY  
FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT

By \_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Maurice Shiu, Chief Engineer

Date: \_\_\_\_\_  
(Date of Approval)

Recommended for Approval:

Date \_\_\_\_\_  
(Date signed by Grantor)

By L. Lucy Owens  
L. Lucy Owens  
Senior Real Property Agent

By \_\_\_\_\_  
Karen Laws  
Principal Real Property Agent

Recording Requested By:  
State Route 4 Bypass Authority

385

When Recorded Return to:

Contra Costa County  
Public Works Department  
255 Glacier Dr.  
Martinez, CA 94553  
Attn: L. Lucy Owens

Portion of APN 053-060-009

SPACE ABOVE THIS LINE FOR RECORDER'S USE

District	County	Route	Parcel No.	Project No.
4	CC	SR4 Bypass	21	4660-6X4373

## GRANT DEED

For Value Received, CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a political subdivision of the State of California

**GRANTS** to STATE ROUTE 4 BYPASS AUTHORITY, a joint powers agency, the following described real property in the City of Antioch, County of Contra Costa, State of California.

**FOR DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.**

The grantor further understands that the present intention of the grantee is to construct and maintain a public highway on the lands hereby conveyed in fee and the grantor, for himself, his successors and assigns, hereby waives any claims for any and all damages to grantor's remaining property contiguous to the property hereby conveyed by reason of the location, construction, landscaping or maintenance of said highway.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

CONTRA COSTA COUNTY FLOOD CONTROL  
& WATER CONSERVATION DISTRICT

By \_\_\_\_\_  
Chair, Board of Supervisors

STATE OF CALIFORNIA )  
COUNTY OF CONTRA COSTA )

On \_\_\_\_\_ before me, \_\_\_\_\_  
Deputy Clerk of the Board of Supervisors, Contra Costa  
County, personally appeared \_\_\_\_\_  
who is 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.

By: \_\_\_\_\_  
Deputy Clerk

3A6

**Exhibit " A "**

Three parcels of land situate in the City of Antioch, Contra Costa County, California; same parcels being portions of those certain parcels of land described in the Grant Deed to the **Contra Costa County Flood Control and Water Conservation District** recorded August 14, 1987 in Book 13838, Page 552, Official Records of said County, and that certain parcel of land described as Parcel 1713.1 in the Grant Deed to the **Contra Costa County Flood Control and Water Conservation District** recorded January 5, 1993 in Book 18179, Page 299, and that certain parcel of land described in the Grant Deed to the **Contra Costa County Flood Control and Water Conservation District** recorded October 16, 1989 in Book 15413, Page 482, Official Records of said County; same parcels being more particularly described as follows:

**Parcel 21-1 / Fee Property for Laurel Road Extension:**

**Commencing** at the northeast corner of the northwest quarter of Section 34, Township 2 North, Range 2 East, Mount Diablo Meridian, **Thence** along the east line of the northwest quarter of said Section 34, South 01°12'31" West, 885.71 feet to the **TRUE POINT OF BEGINNING**; **Thence** leaving the east line of the northwest quarter of said Section 34, North 89°29'12" East, 33.30 feet, **Thence** North 52°33'34" East, 41.81 feet to a point on the southwesterly line of the Union Pacific Railroad described in the document recorded January 30, 1872 in Book 22 of Deeds, at Page 510, said point being the beginning of a non-tangent curve to the right whose center bears South 51°44'24.9" West, 22952.74 feet; **Thence** southeasterly along the arc of said non-tangent curve to the right and along said southwesterly line of the Union Pacific Railroad, through a central angle of 00°18'52.6", an arc distance of 126.03 feet; **Thence** leaving said southwesterly line of the Union Pacific Railroad the following ten (10) courses: (1) South 52° 33' 34" West, 46.20 feet, (2) South 05° 43' 30" West, 64.24 feet, (3) South 52° 33' 34" West, 127.30 feet, (4) South 23° 43' 26" West, 39.78 feet, (5) South 52° 33' 34" West, 379.01 feet, (6) North 37° 26' 26" West, 193.06 feet, (7) North 52°

Laurel Road Extension

Parcel 21

33' 34" East, 386.43 feet, (8) North 00° 29' 10" East, 44.63 feet, (9) North 52° 33' 34" East, 126.02 feet, and (10) North 89° 29' 12" East, 26.94 feet to the **TRUE POINT OF BEGINNING**.

Containing 2.75 acres (119,793 square feet), more or less.

**Parcel 21-2 / Slope Easement:**

An easement for Slope purposes and incidents thereto upon, over, and across the certain real property described as follows:

Commencing at the northeast corner of the northwest quarter of Section 34, Township 2 North, Range 2 East, Mount Diablo Base and Meridian; Thence along the east line of the northwest quarter of said Section 34, South 01°12'31" West, 1141.13 feet to the **TRUE POINT OF BEGINNING**, being a point on the southerly line of the above described Parcel 21-1; Thence along the southerly line of said Parcel 21-1 the following four (4) courses: (1) North 23°43'26" East, 13.66 feet; (2) North 52°33'34" East, 127.30 feet; (3) North 5°43'30" East, 64.24 feet; (4) North 52°33'34" East, 46.20 feet to a point on the southwesterly line of the Union Pacific Railroad described in the document recorded January 30, 1872 in Book 22 of Deeds, at Page 510, said point being the beginning of a non-tangent curve to the right from which point the center bears South 52° 03' 17.5" West, 22952.74 feet; Thence southeasterly along the arc of said non-tangent curve to the right, through a central angle of 00° 15' 37.5", an arc distance of 104.32 feet; Thence leaving said southwesterly boundary of the Union Pacific Railroad the following two (2) courses: (1) South 52° 33' 34" West, 266.85 feet, (2) North 37° 26' 26" West, 38.28 feet to a point on the southeasterly line of said Parcel 21-1; Thence along the southeasterly line of said Parcel 21-1 the following two (2)

Laurel Road Extension

Parcel 21

courses: (1) North 52° 33' 34" East, 13.88 feet, (2) North 23° 43' 26" East, 26.12 feet to the **TRUE POINT OF BEGINNING.**

**Containing 0.41 acres (17,929 square feet), more or less.**

**Parcel 21-3 / Slope Easement:**

An easement for Slope purposes and incidents thereto upon, over, and across the certain real property described as follows:

**Commencing** at the northeast corner of the northwest quarter of Section 34, Township 2 North, Range 2 East, Mount Diablo Base and Meridian, **Thence** along the east line of the northwest quarter of said Section 34, South 01°12'31" West, 885.71 feet to the **TRUE POINT OF BEGINNING**, being a point on the northwesterly line of the above described Parcel 21-1; **Thence** along the northwesterly line of said Parcel 21-1 the following two (2) courses: (1) North 89°29'12" East, 33.30 feet, (2) North 52°33'34" East, 41.81 feet to a point on the southwesterly line of the Union Pacific Railroad described in the document recorded January 30, 1872 in Book 22 of Deeds, at Page 510, said point being the beginning of a non-tangent curve to the left from which point the center bears South 51°44'24.9" West, 22952.74 feet; **Thence** northwesterly along the arc of said non-tangent curve to the left, through a central angle of 00°14'38.6", an arc distance of 97.77 feet; **Thence** leaving said southwesterly line of the Union Pacific Railroad the following five (5) courses: (1) South 52°33'33" West, 261.94 feet; (2) South 37°26'26" East, 65.03 feet; (3) South 49°23'29" West, 278.23 feet, (4) South 51°13'52" West, 88.52 feet; (5) South 37°26'26" East, 14.31 feet to the most westerly corner of said Parcel 21-1; **Thence** along the northwesterly line of said Parcel 21-1 the following four (4) courses: (1) North 52°33'34" East, 386.43 feet, (2) North 00°29'10" East, 44.63