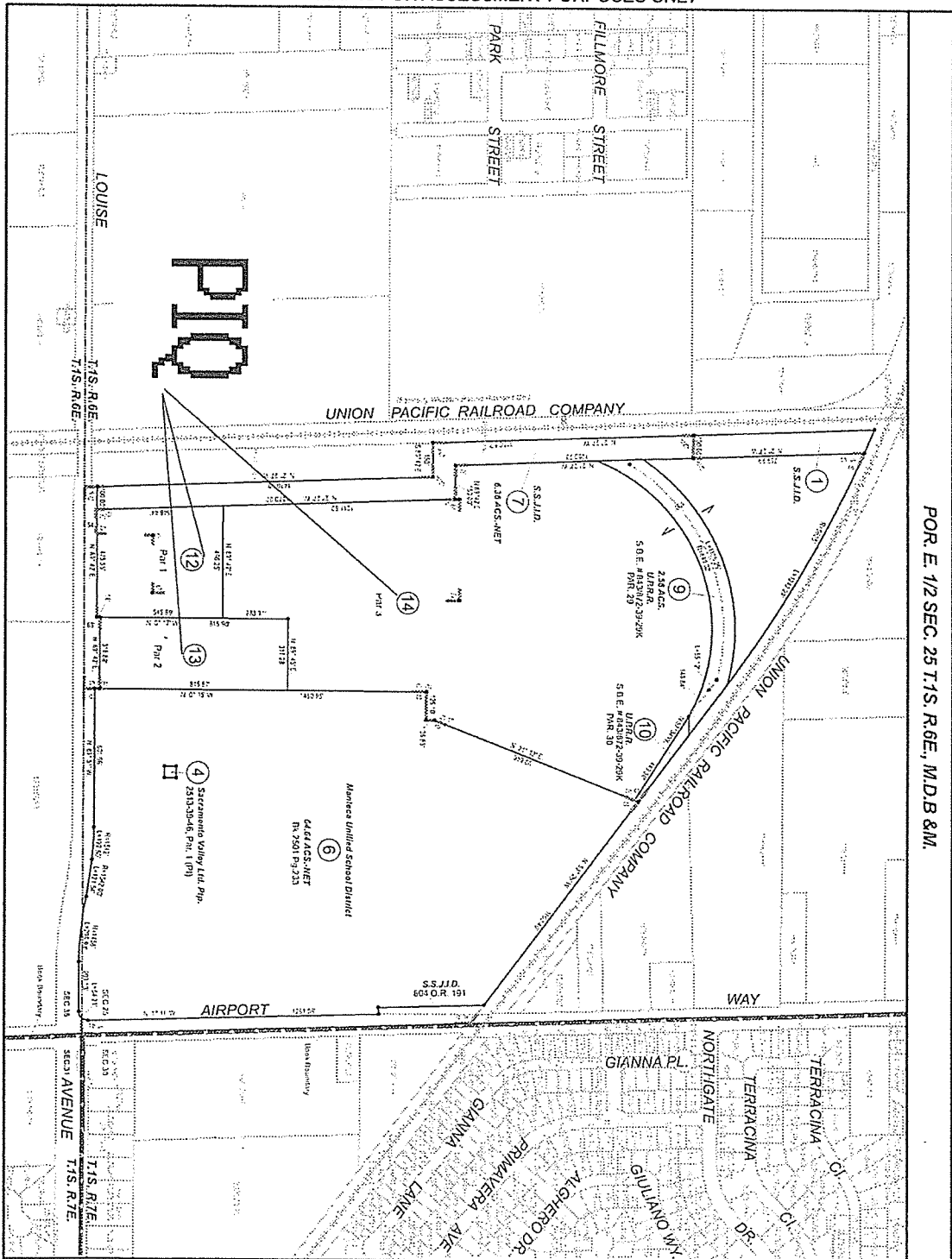


THIS MAP IS FOR ASSESSMENT PURPOSES ONLY

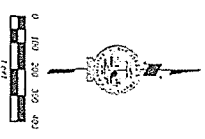
THIS MAP IS FOR ASSESSMENT PURPOSES ONLY

POR. E. 1/2 SEC. 25 T.1S. R.6E., M.D.B. & M.



198-11

FOR MORE INFORMATION CONTACT THE ASSESSOR'S OFFICE AT THE COUNTY OFFICE, 1000 J STREET, SACRAMENTO, CA 95833



LEGEND:

Assessor's Parcel Number
 Book Page Parcel Number

A. R.S. 602-604 201
 S. 4425 202, 4018, 4793
 S. 4425 202, 4018, 4793
 S. 4425 202, 4018, 4793
 S. 4425 202, 4018, 4793

HIGHEST YEAR USED	YEAR	TWR #	TWR #
01/24	3		
02/24	2		
03/24	1		
04/24	8		
05/24	11		
06/24	14		

BK 198 PG. 11
 County of San Joaquin, CA
 All Rights Reserved
 Copyright © 2011 by the County of San Joaquin
 Assessor's Office

Recording Requested By
Fidelity National Title

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Teel & Roeper, LLP
11455 El Camino Real, Suite 300
San Diego, CA 92130
Attn: Dean E. Roeper, Esq.

MAIL TAX STATEMENTS TO:

Westcore Louise, LP
c/o Westcore Properties, LLC
4445 Eastgate Mall, Suite 210
San Diego, CA 92121

Doc #: 2010-078522
Tue Jun 15 08:20:55 PDT 2010
Page: 1 of 6 Fee: \$38.00
Kenneth W Blakemore
San Joaquin County Recorders
Paid By: SUNG PAPPAS & LAGMAN EXPRESS INC.



725129235-DJ

(Above Space For Recorder's Use Only)

**GRANT DEED
(Transfer Agreement)**

The undersigned Grantor declares that Documentary Transfer Tax is not part of the public records.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, ASSIEH DEVELOPMENT CORPORATION, a California corporation ("**Grantor**"), hereby GRANTS to WESTCORE LOUISE, LP, a Delaware limited partnership ("**Grantee**"), that certain real property located in the County of San Joaquin, State of California and more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (the "**Property**"), together with (i) all improvements owned by Grantor and located thereon, (ii) all rights, privileges, easements and appurtenances owned by Grantor appertaining to the Property, and (iii) all right, title and interest of Grantor (if any) in, to and under adjoining streets, rights of way and easements, SUBJECT TO all building codes and other applicable laws, ordinances and governmental regulations affecting the Property and the matters identified on **Exhibit B** attached hereto and incorporated herein by this reference (the "**Permitted Exceptions**").

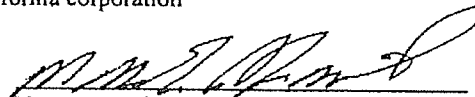
IN WITNESS WHEREOF, Grantor has caused its duly authorized representatives to execute this instrument as of the date hereinafter written.

DATED: June 9, 2010

"Grantor":

ASSIEH DEVELOPMENT CORPORATION,
a California corporation

By:


Nasser Massih, President

APN: 198-110-02

G:\NEWDOCS\W016012\CLOSING\00101202.DOC

"Important"

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

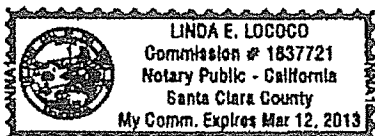
)ss.

County of Santa Clara

On JUNE 9, 2010 before me, Linda E. Lococo, Notary Public, personally appeared

NASSER MASSIH

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/hers/their authorized capacity(ies), and that by his/hers/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.

Linda E. Lococo

OPTIONAL

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

Description of Attached Document

Title or Type of Document : GRANT DEED

Document Date: JUNE 9, 2010 Number of Pages: ONE

Signer(s) other than named above: NO OTHER SIGNERS

Capacity(ies) Claimed by Signer(s)

Signer's Name :

Signer's Name: _____

- Individual
Corporate Officer (checked)
Title(s): Chief Financial Officer
Partner - Limited - General
Attorney-in-Fact
Trustee
Guardian or Conservator
Other: PRESIDENT (checked)

- Individual
Corporate Officer
Title(s):
Partner - Limited - General
Attorney-in-Fact
Trustee
Guardian or Conservator
Other:

Signer is Representing

Signer is Representing

ASSIEN COR DEVELOPMENT CORP.
A.E.R.

Escrow No.:
Locate No.: CAFNT0972-0972-0051-0725129235
Title No.: 10-725129235-DJ

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MANTECA, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN REAL PROPERTY SITUATED IN SECTION 25, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SECTION CORNER COMMON TO SECTION 25 AND 36, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN; THENCE SOUTH 89° 42' 30" WEST, 2400.30 FEET ALONG THE SECTION LINE COMMON TO SECTION 25 AND 36, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 2° 27' 45" WEST, 1500.00 FEET; THENCE SOUTH 89° 42' 30" WEST, 150.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE WESTERN PACIFIC RAILROAD COMPANY; THENCE NORTH 2° 27' 45" WEST, 1150.80 FEET ALONG SAID RAILROAD RIGHT OF WAY LINE; THENCE NORTH 89° 42' 30" EAST, 100.00 FEET; THENCE NORTH 2° 27' 45" WEST, 759.99 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE SOUTHERN PACIFIC COMPANY RAILROAD; THENCE SOUTHEASTERLY ALONG SAID RAILROAD RIGHT OF WAY LINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 5625.00 FEET AND A LONG CHORD WHICH BEARS SOUTH 59° 46' 15" EAST, 1240.32 FEET; THENCE CONTINUING ALONG THE SAID RAILROAD RIGHT OF WAY LINE, SOUTH 53° 26' 30" EAST, 598.63 FEET TO A 1-1/4 INCH IRON PIPE; THENCE SOUTH 21° 12' WEST, 959.66 FEET TO A COPPER WELD SURVEY MARKER; THENCE SOUTH 0° 21' 30" EAST, 36.88 FEET TO A COPPERWELD SURVEY MARKER; THENCE NORTH 89° 43' WEST, 125.10 FEET TO A COPPERWELD SURVEY MARKER; THENCE SOUTH 0° 15' EAST, 1490.95 FEET TO A 3/4 INCH IRON PIPE AT THE INTERSECTION WITH THE SECTION LINE COMMON TO SECTIONS 25 AND 36, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN; THENCE SOUTH 89° 42' 30" WEST, 890.67 FEET ALONG SAID SECTION LINE TO THE POINT OF BEGINNING.

EXCEPT THEREFROM: ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 25 AND ON THE CENTER LINE OF LOUISE AVENUE WHICH BEARS SOUTH 89° 42' 30" WEST, 1509.63 FEET FROM THE CORNER COMMON TO SECTIONS 25 AND 36, TOWNSHIP 1 SOUTH, RANGE SIX EAST AND SECTION 30 AND 31, TOWNSHIP 1 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN; THENCE NORTH 0° 15' WEST, 30 FEET TO A 3/4 INCH IRON PIPE; THENCE SOUTH 89° 42' 30" WEST, 890.67 FEET TO A 4" X 4" CONCRETE MONUMENT AND TO THE EASTERLY RIGHT OF WAY LINE OF THE WESTERN PACIFIC RAILROAD COMPANY; THENCE SOUTH 2° 27' 45" EAST, 30 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID SECTION 25 AND THE CENTER LINE OF LOUISE AVENUE; THENCE ALONG SAID SOUTH LINE, NORTH 89° 42' 30" EAST, 890.67 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT THEREFROM: ANY PORTION LYING WITHIN THE 200 FOOT CONGRESSIONAL GRANT OF THE SOUTHERN PACIFIC RAILROAD COMPANY, LYING ALONG THE NORTHERLY SIDE OF SAID PARCEL.

ALSO EXCEPT THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF SAN JOAQUIN BY DEED RECORDED OCTOBER 21, 1991, AS DOCUMENT NO. 91103582, SAN JOAQUIN COUNTY RECORDS.

ALSO EXCEPT THEREFROM: THAT PORTION THEREOF CONVEYED IN THE DEED TO CITY OF MANTECA, RECORDED OCTOBER 3, 2005, SERIES NO. 2005-247075 AND AS REVISED AND RERECORDED DECEMBER 1, 2005, SERIES NO. 2005-300324, SAN JOAQUIN COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO SOUTH SAN JOAQUIN IRRIGATION DISTRICT BY DEED RECORDED AUGUST 10, 2006, AS DOCUMENT NO. 2006-171492, SAN JOAQUIN COUNTY RECORDS.

APN: 198-110-02

Exhibit Page - Legal(exhibit)(08-07)

"Important"

EXHIBIT B

SCHEDULE OF PERMITTED EXCEPTIONS

1. **Property taxes**, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2010-2011.
2. **The lien of supplemental taxes**, if any, assessed pursuant to the provisions of Chapter 3.5 (Commencing with Section 75) of the Revenue and Taxation code of the State of California.
3. **Taxes and assessments** levied by the South San Joaquin Irrigation District, none being currently due or payable.
4. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: Pacific Telephone and Telegraph Company
Purpose: To install guys and anchors
Recorded: June 29, 1928, Book 248, Page 167, of Official Records
Affects: The Westerly portion

5. **Matters** contained in that certain document entitled "Irrevocable Offer and Agreement to Dedicate Road" dated Not shown, executed by and between County of San Joaquin, a political subdivision and Harold Rouse, Trustee recorded November 15, 1995, Instrument No. 95105804, of Official Records.

Reference is hereby made to said document for full particulars.

6. **Intentionally Deleted**

7. **The fact** that said land is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the redevelopment plan) as disclosed by a document.

Redevelopment
Agency: City of Manteca Redevelopment Plan
Recorded: November 26, 2003, Instrument No. 2003-273735, of Official Records

- 13. Matters** contained in that certain document entitled "Encroachment Agreement" dated August 22, 2006, executed by and between South San Joaquin Irrigation District and Assieh Development Corporation recorded August 31, 2006, Instrument No. 2006-186576, of Official Records.

Reference is hereby made to said document for full particulars.

- 14. Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to:	Pacific Gas and Electric Company, a California corporation
Purpose:	Utilities
Recorded:	April 25, 2007, Instrument No. 2007-079648, of Official Records
Affects:	A portion

Restrictions on the use, by the owners of said land, of the easement area as set forth in the easement document shown hereinabove.

Reference is made to said document for full particulars.

- 15. Any facts, rights, interests, or claims** which may exist or arise by reason of the following facts disclosed by survey, Job No. A10536, dated May 2010 prepared by Kier & Wright Civil Engineers & Surveyors, Inc.:

- a. the fact that joint poles lie various feet over on the easterly boundary line
- b. the fact that a power pole lies 1.4' over on the easterly boundary line
- c. the fact that a power pole lies 1.8' over on the easterly boundary line
- d. the fact that the east edge of 8' wall ends 0.5' west of property line
- e. the fact that the gate edges lie over on the easterly boundary line
- f. the fact that guyd lies 1.8' over on the easterly boundary line
- g. the fact that a sign lies 4.5' over on the easterly boundary line
- h. the fact that a back flow preventer lies 1.2' over on the easterly boundary line
- i. the fact that an electric vault on edge lies 0.7' over on the easterly boundary line.

8. **Matters** contained in that certain document entitled "Agreement to Maintain Storm Drain Detention Basin and Telemetry Control System at 2403 W. Louise Avenue" dated September 19, 2005, executed by the City of Manteca, a Municipal Corporation executed by and between Assieh Development Corporation, a California Corporation recorded October 3, 2005, Instrument No. 2005-247074, of Official Records, which document, among other things, contains or provides for: Installation and maintenance of a storm drain detention basin.

Reference is hereby made to said document for full particulars.

9. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: City of Manteca, a Municipal Corporation
Purpose: A right to install and maintain traffic signal loops and appurtenance
Recorded: October 3, 2005, Instrument No. 2005-247076, of Official Records
Affects: said land

10. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: City of Manteca, a Municipal Corporation
Purpose: Public Utilities Easement and appurtenance thereto
Recorded: October 3, 2005, Instrument No. 2005-247077, of Official Records
Affects: Northerly 10 feet of the Southerly 24 feet

11. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: City of Manteca, a Municipal Corporation
Purpose: Public Utility Easement
Recorded: October 3, 2005, Instrument No. 2005-247078, of Official Records
Affects: a portion of said land

12. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: City of Manteca, a Municipal Corporation
Purpose: Right of access and right to use a detention basin
Recorded: October 3, 2005, Instrument No. 2005-247079, of Official Records
Affects: A portion of said land

OWNER'S STATEMENT

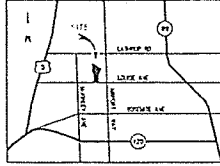
WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE ALL THE PARTIES HAVING LEGAL INTEREST IN THE LANDS DESCRIBED AND SHOWN ON THIS PARCEL MAP AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS PARCEL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

WE ALSO OPTER FOR DEDICATION TO THE PUBLIC FOR PUBLIC USE A 25-FOOT WIDE PUBLIC STORM DRAIN EASEMENT AND A 15-FOOT WIDE PUBLIC UTILITY EASEMENT, ALL AS SHOWN ON THIS PARCEL MAP.

DATED THIS 7th DAY OF September, 2011.

WESTCOPE LOUSE, LP, A DELAWARE LIMITED PARTNERSHIP BY: MR LOUISE M. A. ALEXANDRE CORPORATION, ITS GENERAL PARTNER

BY: [Signature]
ITS President
Neil A. Johnson
PRINT NAME



VICINITY MAP
NOT TO SCALE

CITY ENGINEER'S STATEMENT

I, MARK HOUGHTON, HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, IF RECORDED, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS PARCEL MAP COMPLEES WITH ALL THE PROVISIONS OF TITLE 18 OF THE MANTECA MUNICIPAL CODE AND ANY AMENDMENTS THEREOF, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, IF RECORDED.

DATED THIS 24th DAY OF September, 2011.

[Signature]
MARK HOUGHTON, P.E. 33318
CITY ENGINEER OF THE CITY OF MANTECA
REGISTRATION EXPIRATION DATE: 8/30/13

4/12/13

ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF Manateca

ON Sept 7th BEFORE ME, Dawn Orlando, A NOTARY PUBLIC PERSONALLY APPEARED Neil A. Johnson

WHO 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 TO ME THAT HE/SHE/IT/they EXECUTED THE SAME IN HIS/HER/their AUTHORIZED CAPACITY AND BY HIS/HER/their SIGNATURE ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON 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 [Signature]
NOTARY'S PRINTED NAME Dawn Orlando
NOTARY'S PRINCIPAL PLACE OF BUSINESS Seaboard
NOTARY'S COMMISSION NO.: 17842160
NOTARY'S COMMISSION EXPIRES: Dec 9th 2011

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF WESTCOPE LOUSE, LP ON MAY 18, 2010. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY. ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND ARE SUFFICIENT TO CHARGE THE SURVEY TO BE RETRAIED.

DATED THIS 1st DAY OF September, 2011.

[Signature]
TIMOTHY KELLY, L.S. 2001
LOUISE CONVEY 12-31-2012



COUNTY SURVEYOR'S STATEMENT

I, THOMAS M. GAIL, HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP AND IT COMPLEES WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS PARCEL MAP IS TECHNICALLY CORRECT.

DATED THIS 21st DAY OF September, 2011.

[Signature]
THOMAS M. GAIL, REG. 53184
COUNTY SURVEYOR
REGISTRATION EXPIRATION DATE: 3/31/13



RECORDER'S STATEMENT

FILED THIS 28th DAY OF October 2011, AT 2:57 PM BOOK 25 OF PARCEL MAPS AT PAGE 120, AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY, FILE # 1448

[Signature]
KAREN W. BLANKENHORN
ASSASSON-RECORDER-COUNTY CLERK

ET: [Signature]
ASSASSON/DEPUTY RECORDER

CITY COUNCIL'S STATEMENT

THIS IS TO STATE AT ITS REGULARLY HELD MEETING ON THE 18th DAY OF October 2011, THE CITY COUNCIL OF THE CITY OF MANTECA, CALIFORNIA, APPROVED THIS PARCEL MAP AND ACCEPTED ON BEHALF OF THE PUBLIC FOR PUBLIC USE THE OFFICE OF DEDICATION OF THE 25-FOOT WIDE PUBLIC STORM DRAIN EASEMENT AND THE 15-FOOT WIDE PUBLIC UTILITY EASEMENT, ALL AS SHOWN ON THIS PARCEL MAP IN ACCORDANCE WITH TITLE 18 OF THE MANTECA MUNICIPAL CODE AND ANY AMENDMENTS THEREOF, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

DATED THIS 18th DAY OF October, 2011.

[Signature]
WILLIE W. WEATHERFORD, MAYOR
ATTEST: [Signature]
JOYCE TILTON, CITY CLERK



SIGNATURES LISTED

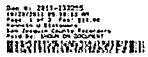
IN ACCORDANCE WITH SECTION 84540.01(a)(2) OF THE SUBDIVISION MAP ACT, SIGNATURES OF PARTIES HAVING THE FOLLOWING INTERESTS, WHICH CANNOT BEIN INTO A FILE, HAVE BEEN OBTAINED:

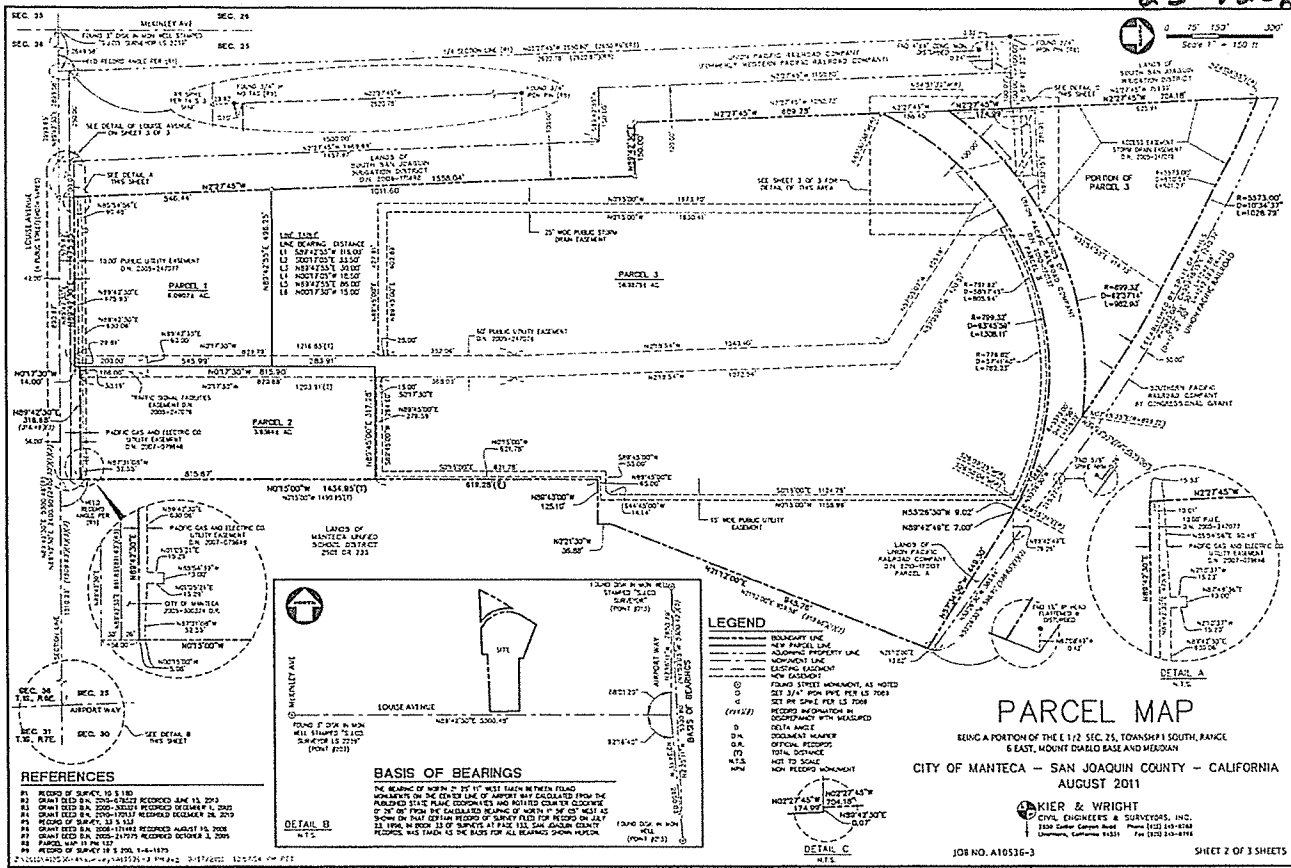
- 1) AN EASEMENT GRANTED TO THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY FOR POLES, CROSS ARMS, WIRE, CABLES, FITTINGS, HOOKUPS AND OUTS, RECORDED JAN 29, 1928 IN BOOK 248 PAGE 187, OFFICIAL RECORDS.
- 2) AN EASEMENT GRANTED TO PACIFIC GAS AND ELECTRIC COMPANY FOR A LINE OF POLES WITH CROSS ARMS AND CABLES FOR THE TRANSMISSION OF ELECTRIC ENERGY AND FOR COMMUNICATION PURPOSES, AND ALL NECESSARY AND PROPER CROSS ARMS, OUTS, ANCHORS AND OTHER APPURTENANCES AND FITTINGS, TOGETHER WITH A RIGHT OF WAY, RECORDED APRIL 25, 2007, DOC. NO. 2007-078968, OFFICIAL RECORDS.
- 3) AN EASEMENT GRANTED TO UNION PACIFIC RAILROAD FOR ACCESS, RECORDED DECEMBER 23, 2004, DOC. NO. 2004-170379, OFFICIAL RECORDS.
- 4) EASEMENT GRANTED TO CITY OF MANTECA FOR PUBLIC UTILITIES, RECORDED OCTOBER 3, 2005, DOC. NO. 2005-249707 AND DOC. NO. 2005-249708, OFFICIAL RECORDS, FOR STORM DRAINAGE BASIN, RECORDED OCTOBER 3, 2005, DOC. NO. 2005-249707, OFFICIAL RECORDS AND FOR SANITARY SEWER, MAINS, STORM DRAIN LINES, ELECTRICAL, GAS, TELEPHONE AND CABLEVISION LINES, RECORDED DECEMBER 23, 2004, DOC. NO. 2004-170333 AND DOC. NO. 2004-170334, OFFICIAL RECORDS.

PARCEL MAP

BEING A PORTION OF THE E 1/2 SEC. 25, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN
CITY OF MANTECA - SAN JOAQUIN COUNTY - CALIFORNIA
SEPTEMBER 2011

OKIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
2830 Collier Canyon Road, Fresno 93720 559-8748
Livermore, California 94551 Fax (925) 241-8798





PARCEL MAP

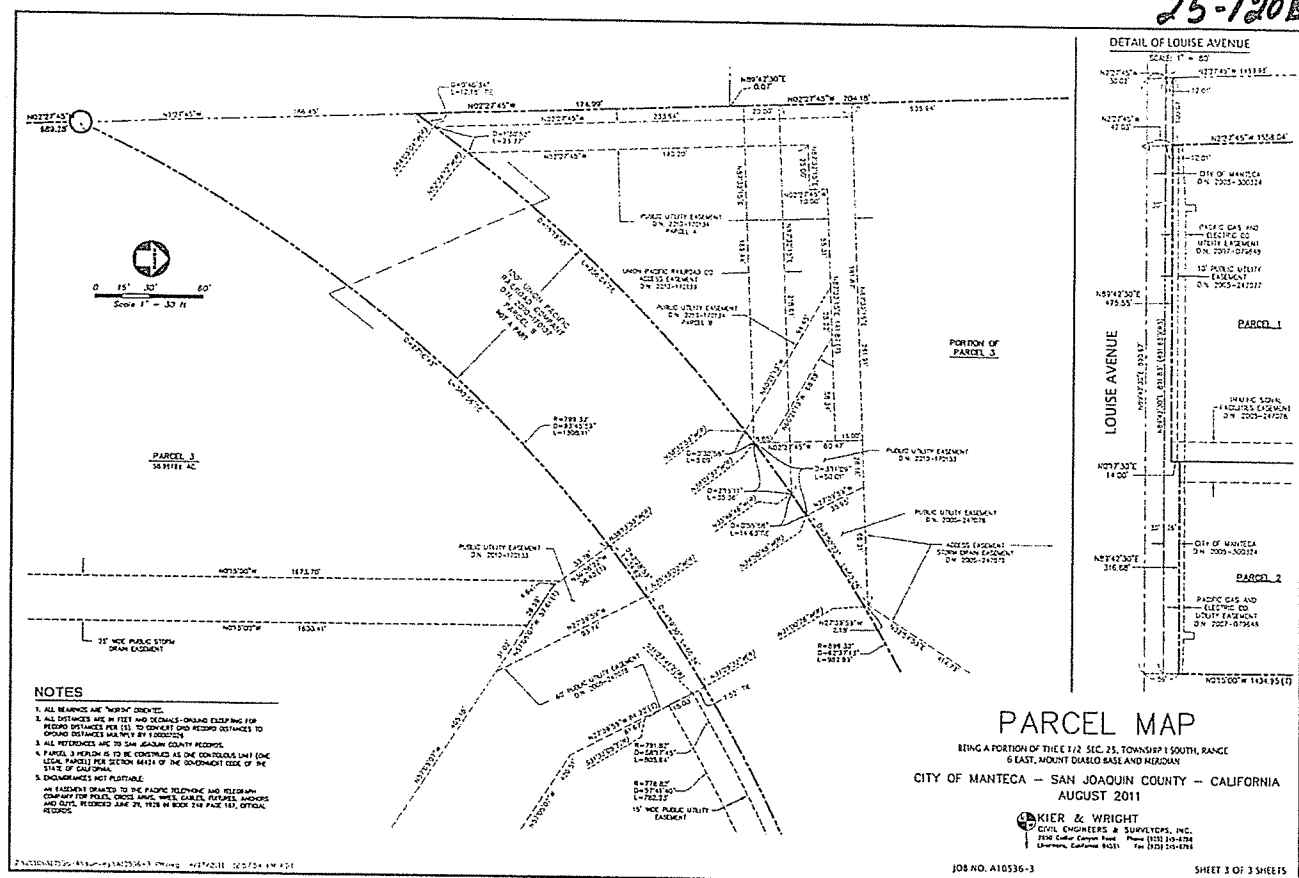
BEING A PORTION OF THE E 1/2 SEC. 25, TOWNSHIP 13 SOUTH, RANGE 6 EAST, MOUNT Diablo BASE AND MERIDIAN
CITY OF MANTECA - SAN JOAQUIN COUNTY - CALIFORNIA
AUGUST 2011

KIRK & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
1300 Center Express Blvd. Manteca, California 95231
Phone: (520) 424-4630
Fax: (520) 410-8114

JOB NO. A10536-3

SHEET 2 OF 3 SHEETS

25-120B



25-120B

CONVEY STATEMENT

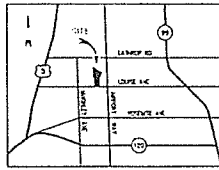
WE, THE UNDERSIGNED, HEREBY STATE THAT WE HAVE ALL THE PARTS HAVING RECORDS TITLE INTEREST IN THE LANDS SUBDIVIDED AND SHOWN ON THIS PARCEL MAP AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS PARCEL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

WE ALSO OFFER FOR DEDICATION TO THE PUBLIC FOR PUBLIC USE A 25-FOOT WIDE PUBLIC STORM DRAIN EASEMENT AND A 15-FOOT WIDE PUBLIC UTILITY EASEMENT, ALL AS SHOWN ON THIS PARCEL MAP.

DATED THIS 7 DAY OF September, 2011.

WESTSTONE LOUZE, LP, A DELAWARE LIMITED PARTNERSHIP
BY: Neil A. Johnson, A DELAWARE CORPORATION, ITS GENERAL PARTNER

BY: Neil A. Johnson
ITS President
Neil A. Johnson
PRINT NAME



VICINITY MAP
NOT TO SCALE

CITY ENGINEER'S STATEMENT

I, MARK HOODSTON, HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, IF REQUIRED, AND ANY APPROVED ALTERNATIVE THEREOF. I FURTHER STATE THAT THIS PARCEL MAP COMPLIES WITH ALL THE PROVISIONS OF TITLE 16 OF THE MANATECA MUNICIPAL CODE, AND ANY AMENDMENTS THEREOF, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, IF REQUIRED.

DATED THIS 26 DAY OF September, 2011.
Mark Hoodston
MARK HOODSTON, C.E.C., S.E.C.
CITY ENGINEER OF THE CITY OF MANATECA
REGISTRATION EXPIRATION DATE: 9/30/13

11-13

ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF MANATECA

ON Sept 20 before me, Don O'Leary, a Notary Public, personally appeared Neil A. Johnson

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 and by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person 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 Don O'Leary
NOTARY'S PRINTED NAME: Don O'Leary
NOTARY'S PRINCIPAL PLACE OF BUSINESS: Soledad
NOTARY'S COMMISSION NO.: 177440
NOTARY'S COMMISSION EXPIRES: Dec 03 2011

DEBENTURES OBTAINED

IN ACCORDANCE WITH SECTION 66426(a)(1)(A) OF THE SUBDIVISION MAP ACT, SIGNATURES OF PARTIES OBTAINING THE FOLLOWING INTERESTS, WHICH CANNOT BE OPEN INTO A FILE HAVE BEEN OBTAINED:

- 1) AN EASEMENT GRANTED TO THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY FOR POLES, CROSS ARMS, WIRES, CABLES, FIBERES, ANCHORS AND GUTS, RECORDED JUNE 29, 1929 IN BOOK 248 PAGE 187, OFFICIAL RECORDS.
- 2) AN EASEMENT GRANTED TO PACIFIC GAS AND ELECTRIC COMPANY FOR A LINE OF POLES WITH SIGN WIRING AND CABLES FOR THE TRANSMISSION OF ELECTRIC ENERGY AND FOR COMMUNICATION PURPOSES, AND ALL NECESSARY AND PROPER CROSS ARMS, GUTS, ANCHORS AND OTHER APPLIANCES AND FITTINGS, TOGETHER WITH A PORTION OF WAT, RECORDED APRIL 25, 2007, DOC. NO. 7020-079648, OFFICIAL RECORDS.
- 3) AN EASEMENT GRANTED TO UNION PACIFIC RAILROAD FOR ACCESS, RECORDED DECEMBER 26, 2010, DOC. NO. 2010-170191, OFFICIAL RECORDS.
- 4) EASEMENT GRANTED TO CITY OF MANATECA FOR PUBLIC UTILITIES, RECORDED OCTOBER 3, 2008, DOC. NO. 2008-187077 AND DOC. NO. 2008-187078, OFFICIAL RECORDS, FOR STORM DRAINAGE BASIN, RECORDED OCTOBER 3, 2008, DOC. NO. 2008-187079, OFFICIAL RECORDS AND FOR SANITARY SEWER, WATER, STORM DRAIN LINES, ELECTRICAL, GAS, TELEPHONE AND CABLEVISION LINES, RECORDED DECEMBER 28, 2010, DOC. NO. 2010-170193 AND DOC. NO. 2010-170194, OFFICIAL RECORDS.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF WESTSTONE LOUZE, LP ON MAY 18, 2010. I HEREBY STATE THAT THIS PARCEL MAP IS SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY. ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND ARE SUFFICIENT TO ENSURE THE SURVEY TO BE RETRACED.

DATED THIS 18 DAY OF September, 2011.

Timothy Kelly
TIMOTHY KELLY, L.S. 7097
LICENSED SURVEYOR 11-31-2012



COUNTY SURVEYOR'S STATEMENT

I, THOMAS W. GALL, HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP AND IT COMPLIES WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS PARCEL MAP IS TECHNICALLY CORRECT.

DATED THIS 22 DAY OF September, 2011.

Thomas W. Gall
THOMAS W. GALL, P.E.C., S.E.C.
COUNTY SURVEYOR
REGISTRATION EXPIRATION DATE: 3/31/13



RECORDER'S STATEMENT

FILED THIS 28 DAY OF OCTOBER 2011, AS 9:58 AM, IN BOOK 25 OF PARCEL MAPS AT PAGE 182, AT THE REQUEST OF WESTSTONE LOUZE COMPANY, FILE # 14

Kevin W. Blakemore
KEVIN W. BLAKEMORE
ASSESSOR-RECORDER-COUNTY CLERK

BY: Joseph B. Harris
JOSEPH B. HARRIS

CITY COUNCIL'S STATEMENT

THIS IS TO STATE AT ITS REGULARLY HELD MEETING ON THE 18 DAY OF October, 2011, THE CITY COUNCIL OF THE CITY OF MANATECA, CALIFORNIA, APPROVED THIS PARCEL MAP AND ACCEPTED ON BEHALF OF THE PUBLIC FOR PUBLIC USE THE OFFER OF DEDICATION OF THE 25-FOOT WIDE PUBLIC STORM DRAIN EASEMENT AND THE 15-FOOT WIDE PUBLIC UTILITY EASEMENT, ALL AS SHOWN ON THIS PARCEL MAP IN ACCORDANCE WITH TITLE 16 OF THE MANATECA MUNICIPAL CODE, AND ANY AMENDMENTS THEREOF, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

DATED THIS 18 DAY OF October, 2011.

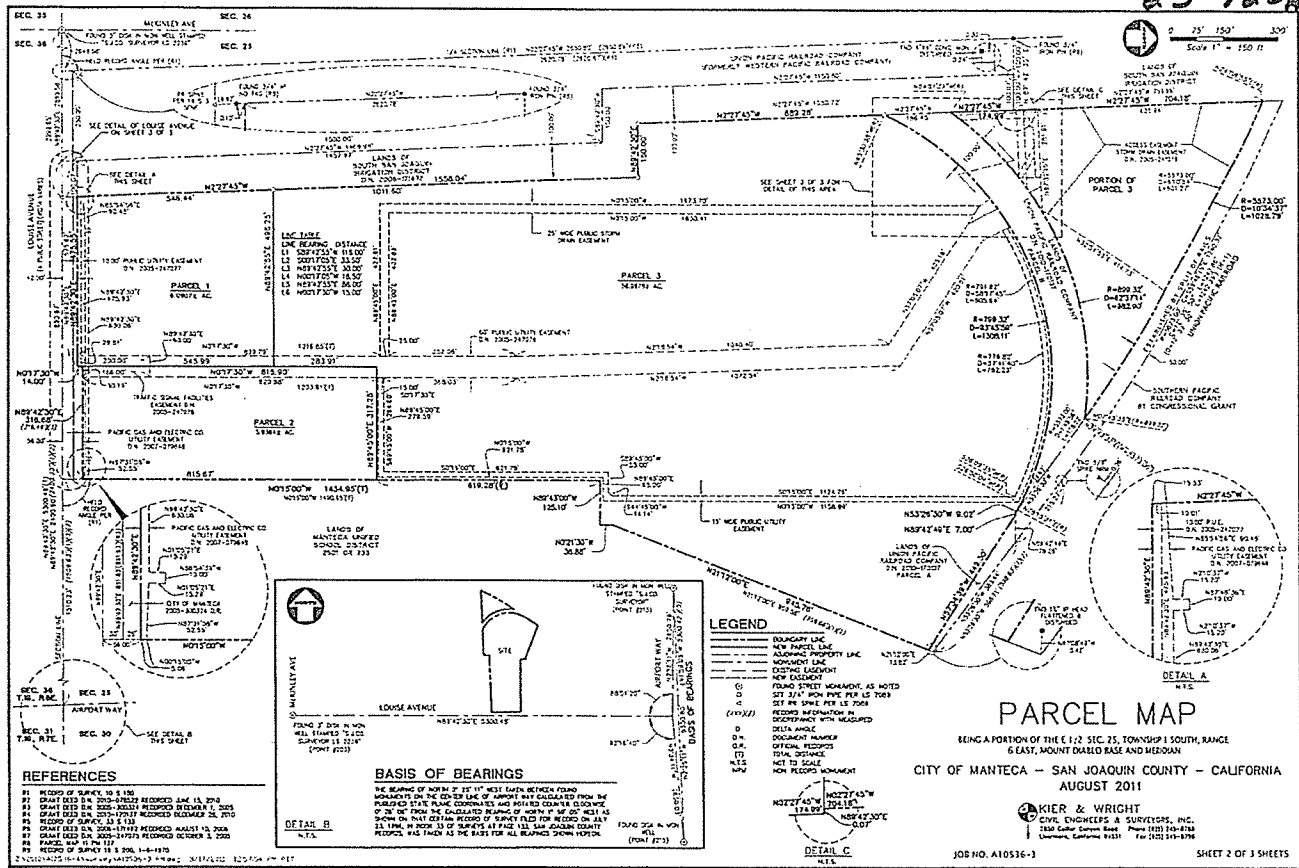
W. W. Weatherford
WILLIE W. WEATHERFORD, MAYOR
Joey Taylor
JOEY TAYLOR, CITY CLERK



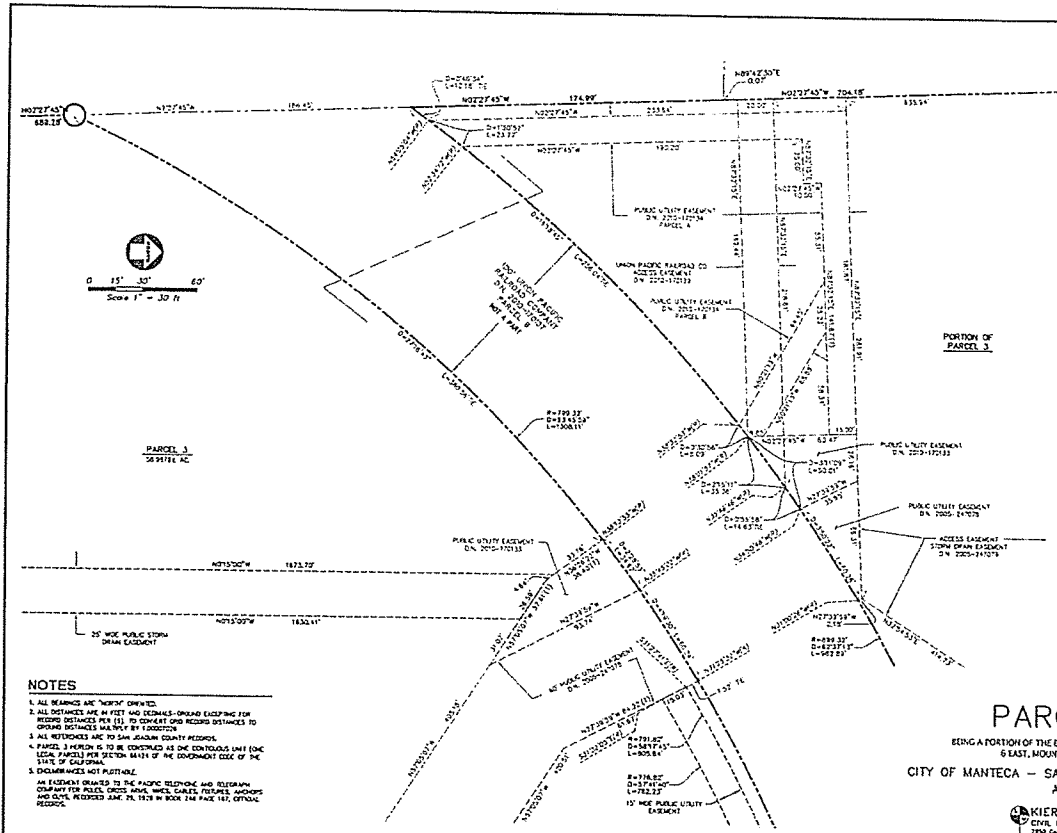
PARCEL MAP

BEING A PORTION OF THE E 1/2 SEC. 25, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT Diablo BASE AND MERIDIAN
CITY OF MANATECA - SAN JOAQUIN COUNTY - CALIFORNIA
SEPTEMBER 2011

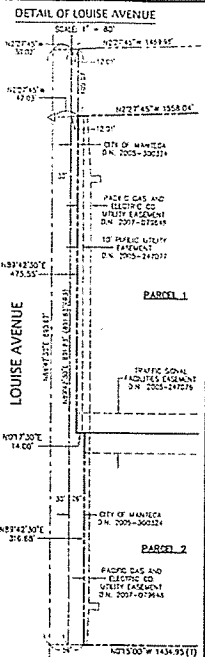
KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
2838 Colton Canyon Road, Suite 102, Manteca, CA 95231
Phone: (209) 218-4718
Fax: (209) 218-4718



25-120B



- NOTES**
1. ALL BEARINGS ARE "NORMAL" ORIENTED.
 2. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF EXCEPT FOR RECORD DISTANCES AND (1) TO COMPLETE ORAS RECORD DISTANCES TO SHOWN DISTANCES AND (2) BY LOCATION.
 3. ALL REFERENCES ARE TO SAN JOAQUIN COUNTY RECORDS.
 4. PARCEL 3 HEREON IS TO BE CONSIDERED AS THE CONTIGUOUS UNIT (ONE LEGAL PARCEL) PER SECTION 34.411 OF THE CONSTITUTION AND THE STATE OF CALIFORNIA.
 5. ENCUMBRANCES NOT PLOTTED.
- AN EASEMENT GRANTED TO THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY FOR WIRE, CABLE, AND TELEPHONE LINES, AND FOR THE CONDUIT THEREOF, WAS RECORDED IN BOOK 244 PAGE 167, OFFICIAL RECORD.



PARCEL MAP
 BEING A PORTION OF THE E 1/2 SEC. 25, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MEASUREMENT
 CITY OF MANTECA - SAN JOAQUIN COUNTY - CALIFORNIA
 AUGUST 2011

KIER & WRIGHT
 CIVIL ENGINEERS & SURVEYORS, INC.
 2800 Colton Canyon Road, Manteca, California 95231
 Phone: (510) 304-4784 Fax: (510) 304-4781

JOB NO. A10538-3 SHEET 3 OF 3 SHEETS

25-120B

OWNER'S STATEMENT

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE ALL THE PARTIES HAVING RECORDABLE INTEREST IN THE LANDS DESCRIBED AND SHOWN ON THIS PARCEL MAP AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS PARCEL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

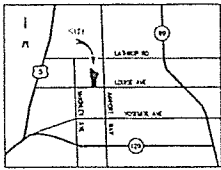
WE ALSO OFFER FOR REDEMPTION TO THE PUBLIC FOR PUBLIC USE A 25-FOOT WIDE PUBLIC STORM DRAIN EASEMENT AND A 15-FOOT WIDE PUBLIC UTILITY EASEMENT, ALL AS SHOWN ON THIS PARCEL MAP.

DATED THIS 7th DAY OF September, 2011.

WESTCOTE LOUSE LP, A DELAWARE LIMITED PARTNERSHIP BY: MR. CLAUDE W. JULLIENNE CORPORATION, ITS GENERAL PARTNER

BY: [Signature] 175 Franklin

Will A. Johnson FERT NAME



VICINITY MAP NOT TO SCALE

CITY ENGINEER'S STATEMENT

I, MARK HOUGHTON, HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, IF REQUIRED, AND ANY APPROVED ALTERATIONS THEREON. I FURTHER STATE THAT THIS PARCEL MAP COMPLIES WITH ALL THE PROVISIONS OF TITLE 16 OF THE MANTECA MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, IF REQUIRED.

DATED THIS 26th DAY OF September, 2011.

[Signature] MARK HOUGHTON, P.E. 33310 CITY ENGINEER OF THE CITY OF MANTECA REGISTRATION EXPIRATION DATE: 6/30/13

11-113

ACKNOWLEDGMENT

STATE OF CALIFORNIA COUNTY OF MENDOCINO

ON 08:31:20 AM BEFORE ME, Debra Delbecq, A NOTARY PUBLIC PERSONALLY APPEARED, Neil A. Johnson

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) APPEARED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/they DECEDED THE SAME IN RESPECT/THER AUTHORIZED CAPACITY AND BY HIS/HER/their SIGNATURE ON THE INSTRUMENT THE PERSONS, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON 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 [Signature]

NOTARY'S PRINTED NAME: Debra Delbecq

NOTARY'S PRINCIPAL PLACE OF BUSINESS: Ukiah

NOTARY'S COMMISSION NO.: 111140

NOTARY'S COMMISSION EXPIRES: Dec. 31st 2011

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEYOR MAP ACT AND LOCAL ORDINANCE, AT THE REQUEST OF WESTCOTE LOUSE LP ON MAY 18, 2011. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONVENTIONALLY APPROVED TENTATIVE MAP, IF ANY. ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS 1st DAY OF September, 2011.

[Signature] Timothy Kelly, L.S. 1009 LICENSE EXPIRES 12-31-2012



COUNTY SURVEYOR'S STATEMENT

I, THOMAS M. GALL, HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP AND IT COMPLES WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SURVEYOR MAP ACT, AS AMENDED, AND THAT THIS PARCEL MAP IS TECHNICALLY CORRECT.

DATED THIS 26th DAY OF September, 2011.

[Signature] THOMAS M. GALL, REG. 20794 COUNTY SURVEYOR REGISTRATION EXPIRATION DATE: 3/31/13



RECORDER'S STATEMENT

FILED THIS 28th DAY OF OCTOBER 2011 AT 2:24 PM BOOK 25 OF PARCEL MAPS AT PAGE 120, AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY, INC. # 1462

[Signature] KENNETH R. RICHMOND ASSESSOR-RECORDER-COUNTY CLERK

[Signature] J. CARLOS MORALES

CITY COUNCIL'S STATEMENT

BE IT IS TO STATE ALL ITS REQUIREMENTS MET MEETING ON THE 18th DAY OF October 2011, THE CITY COUNCIL OF THE CITY OF MANTECA, CALIFORNIA, APPROVED THIS PARCEL MAP, AND ACCEPTED ON BEHALF OF THE PUBLIC FOR PUBLIC USE THE OFFER OF REDEMPTION OF THE 25-FOOT WIDE PUBLIC STORM DRAIN EASEMENT AND THE 15-FOOT WIDE PUBLIC UTILITY EASEMENT, ALL AS SHOWN ON THIS PARCEL MAP IN ACCORDANCE WITH TITLE 16 OF THE MANTECA MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

DATED THIS 18th DAY OF October 2011.

[Signature] WILLIE W. WEATHERS, MAYOR [Signature] JOYCE TILTON, CITY CLERK



SQUARES OMITTED

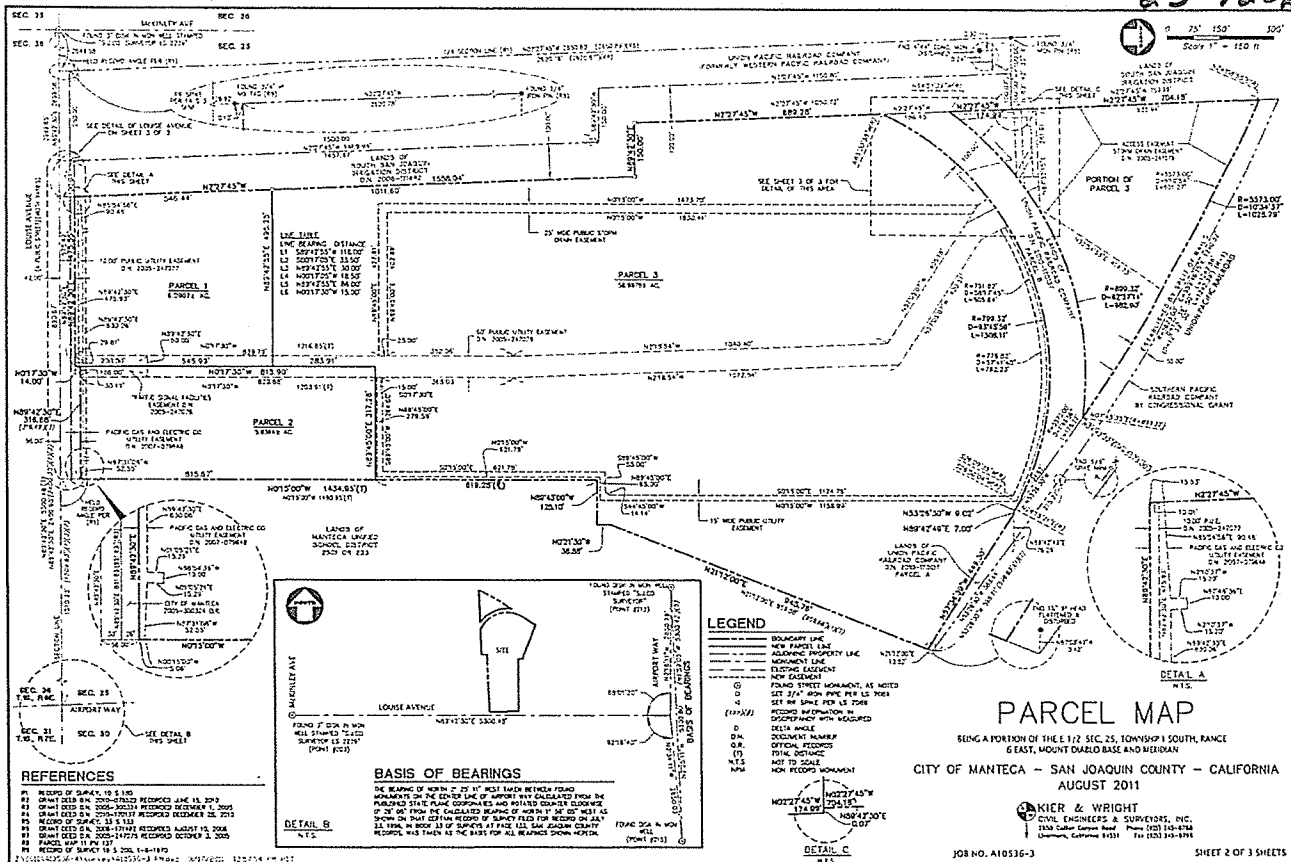
IN ACCORDANCE WITH SECTION 66414(a)(3)(A) OF THE SURVEYOR MAP ACT, SQUARES OF PARTIES OWNING THE FOLLOWING INTERESTS, WHOSE NAMES WERE NOT A FILE, HAVE BEEN OMITTED:

- 1) AN EASEMENT GRANTED TO THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY FOR POLES, CROSS ARMS, WIPES, CABLES, TUBES, HOOKS AND CLIPS, RECORDED JUNE 28, 1928 IN BOOK 248 PAGE 147, OFFICIAL RECORDS.
2) AN EASEMENT GRANTED TO PACIFIC GAS AND ELECTRIC COMPANY FOR A LINE OF POLES WITH SUCH WIPES AND CABLES FOR THE TRANSMISSION OF ELECTRIC ENERGY AND FOR EXAMINATION PURPOSES AND ALL NECESSARY AND PROPER CROSS ARMS, WIPES, HOOKS AND OTHER APPURTENANCES AND FEATURES, TOGETHER WITH A RIGHT OF WAY, RECORDED APRIL 25, 1904, DOC. NO. 287-37946, OFFICIAL RECORDS.
3) AN EASEMENT GRANTED TO UNION PACIFIC RAILROAD FOR ACCESS, RECORDED DECEMBER 26, 2012, DOC. NO. 2010-17524, OFFICIAL RECORDS.
4) EASEMENT GRANTED TO CITY OF MANTECA FOR PUBLIC UTILITIES, RECORDED OCTOBER 3, 2009, DOC. NO. 2009-247077 AND DOC. NO. 2009-247078, OFFICIAL RECORDS, FOR STORM DRAINAGE BASIN, RECORDED OCTOBER 3, 2009, DOC. NO. 2009-247075, OFFICIAL RECORDS AND FOR SANITARY SEWER, WATER, STORM DRAIN LINES, ELECTRICAL, GAS, TELEPHONE AND CABLEVISION LINES, RECORDED DECEMBER 26, 2009, DOC. NO. 2009-175133 AND DOC. NO. 2010-175134, OFFICIAL RECORDS.

PARCEL MAP

BEING A PORTION OF THE E 1/2 SEC. 25, TOWNSHIP 3 SOUTH, RANGE 6 EAST, MOUNT Diablo BASE AND MERIDIAN CITY OF MANTECA - SAN JOAQUIN COUNTY - CALIFORNIA SEPTEMBER 2011

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC. 1248 Center Court Road Manteca, California 95231 Phone (209) 541-8114 Fax (209) 541-8748

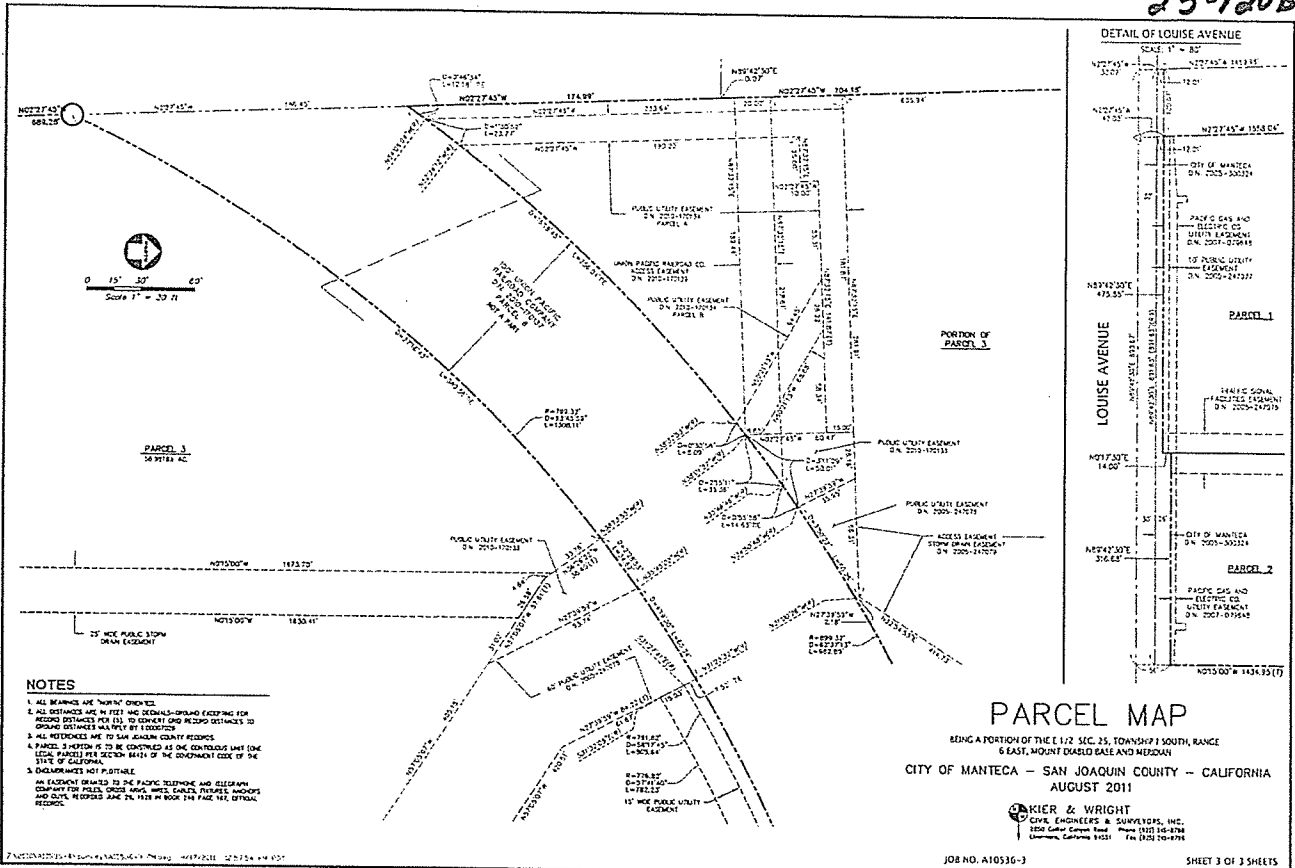


PARCEL MAP
 BEING A PORTION OF THE L. 112 SEC. 25, TOWNSHIP 3 SOUTH, RANGE 6 EAST, MOUNT Diablo BASE AND MERIDIAN
 CITY OF MANTECA - SAN JOAQUIN COUNTY - CALIFORNIA
 AUGUST 2011

KIER & WRIGHT
 CIVIL ENGINEERS & SURVEYORS, INC.
 1100 Collier Center Road Phone (925) 345-8784
 Channahon, California 91331 Fax (925) 345-8784

JOB NO. A10336-3

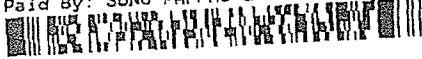
SHEET 2 OF 3 SHEETS



6
RECORDING REQUESTED BY
FIDELITY NATIONAL TITLE

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Teel & Roeper, LLP
11455 El Camino Real, Suite 300
San Diego, CA 92130
Attention: Dean E. Roeper, Esq.

Doc #: 2010-170138
12/28/2010 08:18:23 AM
Page: 1 of 23 Fee: \$80.00
Kenneth W Blakemore
San Joaquin County Recorders
Paid By: SUNG PAPPAS & LAGMAN EXPRESS INC.


725133666-PP

(Above Space for Recorder's Use Only)

PRIVATE CROSSING AGREEMENT

Intersection of Oakland Subdivision and Fresno Subdivision
Location: San Joaquin County, California

PRIVATE CROSSING AGREEMENT

Intersection of Oakland Subdivision and Fresno Subdivision
Location: San Joaquin County, California

THIS AGREEMENT is made this 23 day of December, 2010, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at 1400 Douglas Street, STOP 1690, Omaha, Nebraska 68179 (hereinafter "Grantor"), and **WESTCORE LOUISE, LP**, a Delaware limited partnership, whose address is 4445 Eastgate Mall, Suite 210, San Diego, California 92121 (hereinafter "Grantee").

RECITALS:

In accordance with that certain Purchase Agreement dated as of ~~November~~ December, 2010 by and between Grantor and Grantee (the "Purchase Agreement"), Grantee is selling to Grantor, and Grantor is purchasing from Grantee, the real property in San Joaquin County, California, shown on the print attached as Exhibit A and legally described in Exhibit A-1 (the "Land").

Following the consummation of the purchase and sale of the Land, as provided for in the Purchase Agreement, Grantee shall continue to own the real property adjacent to the Land on both the north and south side of the Land, shown on the print attached as Exhibit A and legally described in Exhibit A-2 (the "North Parcel" and the "South Parcel", respectively, and collectively, "Grantee's Land").

The Land is currently vacant, but Grantor intends to construct railroad tracks on the Land. Grantee's Land is currently improved. A detention pond and ancillary equipment are located on the North Parcel.

It is a condition precedent to the closing of the transaction contemplated by the Purchase Agreement, that Grantor and Grantee enter into this Private Crossing Agreement, in order to provide to Grantee a private right to cross the Land in the location shown on the print attached as Exhibit A and legally described in Exhibit A-3 (the "Crossing Area").

Grantor is willing to grant Grantee the right to use the Crossing Area to cross the Land, subject to the terms set forth below.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I. GRANTOR GRANTS RIGHT.

Grantor grants Grantee the perpetual right (a) to use the Crossing Area to cross the Land, subject to the terms set forth herein and in Exhibit B, attached hereto and hereby made a part hereof, for the sole purpose of accessing and maintaining the detention ponds and ancillary equipment on the North Parcel, and (b) to enter upon the Land on each side of the Crossing, to control and remove weeds and vegetation which may obstruct the view to any trains that may be approaching the Crossing Area.

ARTICLE II. CONSIDERATION.

In consideration of the permission granted herein, Grantee agrees to observe and abide by the terms and conditions of this Agreement.

ARTICLE III. USE RESTRICTION. From and after the date hereof, Grantee shall use the North Parcel solely for detention ponds and ancillary equipment; provided, however, that Grantee may use the North Parcel for additional or different uses with the advance written consent of Grantor. In this regard, it is understood that (a) Grantor will use the Land to operate a railroad, (b) it is Grantor's desire and intent that the Crossing Area be used for a minimal number of crossings and (c) it shall be deemed to be reasonable for Grantor to object to any additional or different use if such additional or different use would materially increase the number of crossings over those that would normally be required for detention ponds.

ARTICLE IV. WORK TO BE PERFORMED BY GRANTOR.

Until such time as Grantor elects to proceed with its track construction, Grantor shall have no obligation to construct any improvements in the Crossing Area. At such time as Grantor elects to proceed with its track construction, Grantor shall construct its tracks, the crossing over the tracks, between the track tie ends, and any drainage facilities required by Grantor (the "Crossing"). During the period of Grantor's construction, Grantor shall provide to Grantee reasonable alternative access from the South Parcel to the North Parcel over a portion of the Land in the vicinity of the Crossing Area. In addition, Grantor may elect to construct a security fence along the boundary between the South Parcel and the Land, a security fence along the boundary between the North Parcel and the Land, a security gate on the south side of the Crossing, and/or a security gate on the north side of the Crossing. If Grantor elects to construct a security fence along the boundary between the South Parcel and the Land or along the boundary between the North Parcel and the Land, Grantee shall have reasonable approval rights over the aesthetic appearance of either such fence.

ARTICLE V. WORK TO BE PERFORMED BY GRANTEE.

Following completion of Grantor's track construction, Grantee, at its sole cost and expense, shall construct the approaches to the Crossing. Grantee shall install no other improvements in or adjacent to the Crossing Area without the prior written consent of Grantor, which may be withheld in Grantor's sole discretion.

ARTICLE VI. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.

A. Beginning with any work to be completed by Grantee in the Crossing Area or the approaches to the Crossing after Grantor's initial installation of the Crossing is completed, Grantee or its contractor agrees to notify the Railroad Representative at least five (5) business days in advance of commencing any work in the Crossing Area and at least five (5) business days in advance of proposed performance of any work in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Grantor's track(s) at any time, for any reason, unless and until a Grantor flagman is provided to watch for trains. Upon receipt of such five (5)-day notice, Grantor's Representative will determine and inform Grantee or its contractor whether a flagman need be present and whether Grantee or its contractor needs to implement any special protective or safety measures. If Grantor performs any flagging, or other special protective or safety measures are performed by Grantor, Grantee or its contractor agrees that it is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

B. The cost and expense of any flagman shall be borne by Grantor, so long as the flagman is required in connection with Grantee's performance of its obligations under Article V. If any flagman is required for any other reason attributable to Grantee's work in or the use of the Crossing Area or the Crossing by Grantee or its agents, employees or invitees, the cost and expense of any flagman shall be borne by Grantee. In such event, the rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the reasonable and actual cost of such labor, a reasonable composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. One and one-half times the current hourly rate shall be paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between the Grantor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Grantee or its contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

C. Arrangements for flagging are to be made with Grantor's Manager of Track Maintenance. His name and phone number are as shown:

(insert name and number for MTM)

ARTICLE VII. INSURANCE.

A. Before commencing any work on any portion of the Grantor's property, Grantee shall obtain the insurance coverage described in Exhibit C, attached hereto and hereby made a part hereof and to provide to the Grantor, the insurance policies, certificates, binders and endorsements described therein.

B. All insurance correspondence shall be directed to:

Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, Mail Stop 1690
Omaha, Nebraska 68179
Attn.: Folder No. 2648-84

ARTICLE VIII. INTENTIONALLY OMITTED.

ARTICLE IX. MISCELLANEOUS.

A. Attorneys' Fees. Should any party employ an attorney for the purpose of enforcing this Agreement, or any document or instrument executed pursuant to this Agreement, in any legal proceeding whatsoever, the prevailing party shall be entitled to receive from the other party or parties reimbursement for all reasonable attorneys' fees and costs. "Prevailing Party" means the party determined by the court to be the prevailing party.

B. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

C. California Law and Venue. This Agreement is made and entered into in the County of San Joaquin in the State of California, and shall be interpreted, construed and enforced in accordance with the laws of the State of California, with reference to conflicts of laws rules. The parties hereto consent to the jurisdiction of any local, state or federal court located within the County of San Joaquin, State of California.

D. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Executed copies of this Agreement may be delivered by facsimile, with originals to follow.

E. Entire Agreement. This Agreement including the Exhibits hereto contains the entire understanding between the parties concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the parties relating to the subject matter of this Agreement, which are not fully expressed herein.

F. Severability. If any provision or portion of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way; provided, however, that there shall be deemed to be made in any such invalid or unenforceable provision or portion thereof only such changes as are necessary to make it valid and enforceable.

G. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and sent by United States mail, a reputable overnight delivery service, registered or certified mail, postage prepaid, return receipt requested, and addressed as set forth in the preamble of this Agreement, and shall be deemed to have been given upon the date of delivery (or refusal to accept delivery).

H. Modification: No Waiver. No modification, amendment or discharge of this Agreement shall be valid unless the same is in writing and executed by the parties. No failure of a party to enforce its rights, remedies, or options hereunder shall be deemed to be a waiver of any of its rights, remedies or options hereunder or at law, and the parties may at any time that a breach of any term covenant or condition of this Agreement exists or continues to exist, enforce any or all of its rights, remedies and options arising by reason of such or any other default.

I. Captions. The section headings and captions shall in no way define, limit, extend or interpret the scope of this Agreement or any particular section hereof.

J. Exhibits. All exhibits referred to herein are attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

WESTCORE LOUISE, LP,
a Delaware limited partnership

By: WP Louise, Inc.,
a Delaware corporation,
its General Partner

By: _____
Name: _____
Title: _____

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

By: Tony K. Love
Name: TONY K. LOVE
Title: ~~Director - Contracts~~
Assistant Vice President - Real Estate

NEBRASKA

STATE OF ~~CALIFORNIA~~)
) ss.
COUNTY OF DOUGLAS)

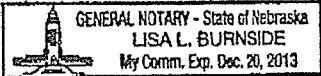
On December 17, 2013 before me, Lisa L. Burnside, personally appeared Larry K. Love, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized 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

Nebraska

WITNESS my hand and official seal.

Signature [Handwritten Signature]

(Seal) 

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me, _____, 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.

Signature _____

(Seal)

WESTCORE LOUISE, LP,
a Delaware limited partnership

By: WP Louise, Inc.,
a Delaware corporation,
its General Partner

By: 
Name: Manish Malhotra
Title: Vice President

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

By: _____
Name: _____
Title: Director – Contracts

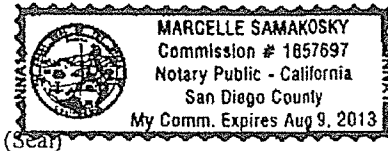
STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On DECEMBER 21, 2010 before me, MARCELLE SAMAKOSKY, ^{NOTARY PUBLIC} personally appeared MANISH MALHOTRA, 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 Marcelle Samakosky



STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

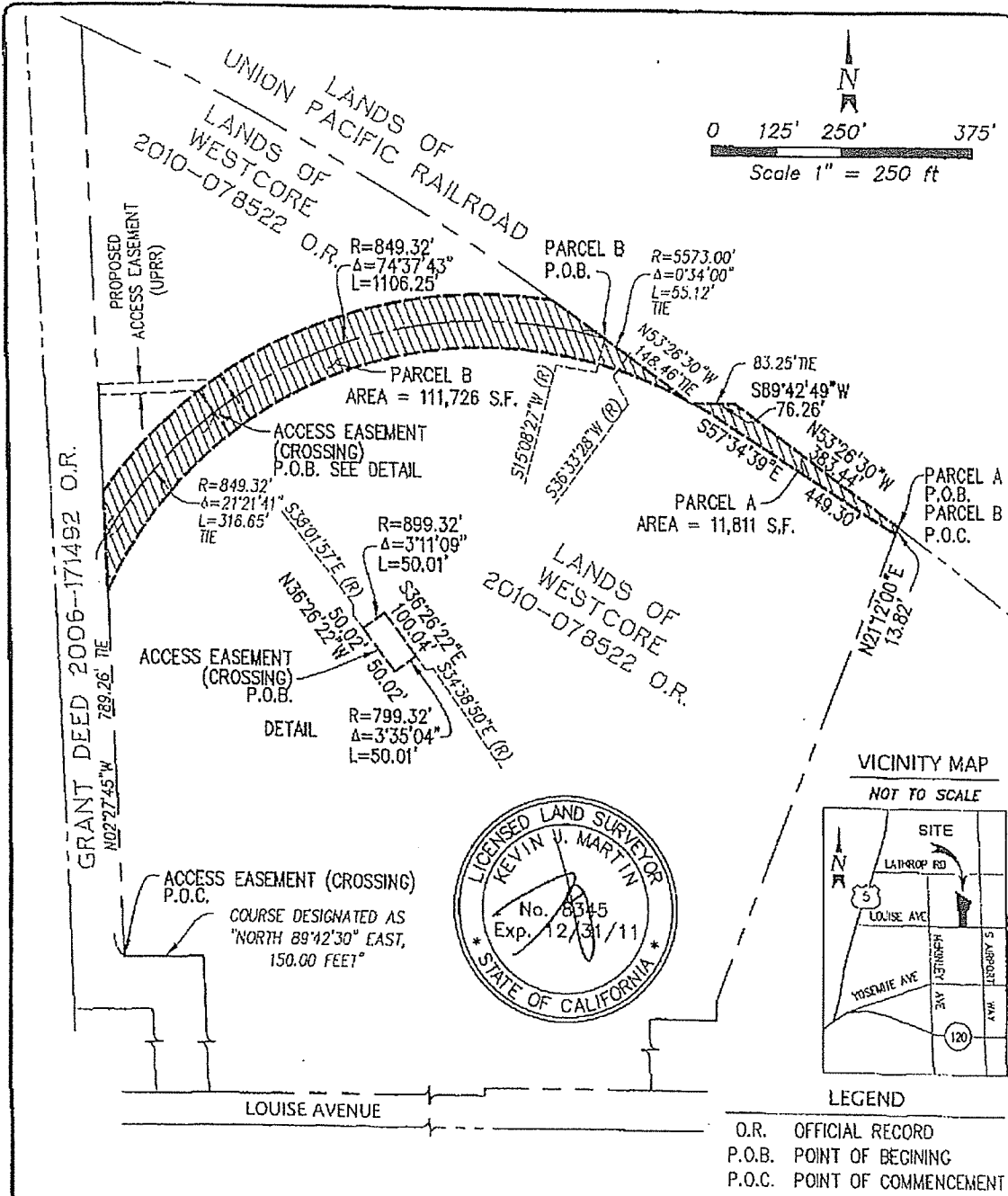
On _____ before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their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

Signature _____

(Seal)



Z:\2010\A10536-6\survey\A10536-6 PLAT-UPRR CROSSING.dwg 12/2/2010 6:38:08 AM PST

KIER & WRIGHT
 CIVIL ENGINEERS & SURVEYORS, INC.
 1233 Quarry Lane, Suite 145 (925) 249-6555
 Pleasanton, California 94566 Fax (925) 249-6583

EXHIBIT A
 PLAT TO ACCOMPANY LEGAL DESCRIPTION
 PRIVATE CROSSING OF UPRR
 ACQUISITION PARCELS
 MANTECA, SAN JOAQUIN COUNTY, CALIFORNIA

SCALE 1" = 260'
DATE NOVEMBER 2010
BY KJM
JOB NO. A10536-6
SHEET 1 OF 1

**EXHIBIT A-1
LEGAL DESCRIPTION
UPRR ACQUISITION PARCELS**

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF MANTECA, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

BEING PORTIONS OF THAT PROPERTY DESCRIBED IN THAT CERTAIN GRAND DEED RECORDED JUNE 15, 2010 AS INSTRUMENT NO. 2010-078522, SAN JOAQUIN COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT OF WAY, SAID POINT BEING THE MOST EASTERLY CORNER OF SAID PARCEL (2010-078522);

THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL THE FOLLOWING TWO (2) COURSES:

NORTH 53° 26' 30" WEST, A DISTANCE OF 383.44 FEET;

SOUTH 89° 42' 49" WEST, A DISTANCE OF 76.26 FEET;

THENCE LEAVING SAID NORTHEASTERLY LINE, SOUTH 57° 34' 39" EAST, A DISTANCE OF 449.30 FEET TO A POINT ON THE EASTERLY LINE OF SAID PARCEL;

THENCE ALONG SAID EASTERLY LINE, NORTH 21° 12' 00" EAST, A DISTANCE OF 13.82 FEET TO THE POINT OF BEGINNING.

CONTAINING 11,811 SQUARE FEET (0.2711 AC), MORE OR LESS.

PARCEL B:

A STRIP OF LAND 100.00 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHWESTERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT OF WAY, SAID POINT BEING THE MOST EASTERLY CORNER OF SAID PARCEL (2010-078522);

THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL THE FOLLOWING FOUR (4) COURSES:

NORTH 53° 26' 30" WEST, A DISTANCE OF 383.44 FEET;

SOUTH 89° 42' 49" WEST, A DISTANCE OF 83.25 FEET;

NORTH 53° 26' 30" WEST, A DISTANCE OF 148.64 FEET;

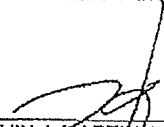
ALONG THE ARC OF A 5573.00-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 36° 33' 28" WEST, THROUGH A CENTRAL ANGLE OF 0° 34' 00", AN ARC DISTANCE OF 55.12 FEET TO THE POINT OF BEGINNING;

THENCE LEAVING SAID LINE, ALONG THE ARC OF AN 849.32-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 15° 08' 27" WEST, THROUGH A CENTRAL ANGLE OF 74° 37' 43", AN ARC DISTANCE OF 1106.25 FEET TO A POINT OF TERMINATION ON THE WESTERLY LINE OF SAID PARCEL, SAID POINT BEARING NORTH 2° 27' 45" WEST, A DISTANCE OF 789.26 FEET FROM THE WESTERLY TERMINUS OF THAT CERTAIN COURSE DESIGNATED AS 'NORTH 89° 42' 30" EAST, 150.00 FEET' IN THAT CERTAIN GRANT DEED TO THE SOUTH SAN JOAQUIN IRRIGATION DISTRICT RECORDED ON AUGUST 10, 2006 AS INSTRUMENT NO. 2006-171492, SAN JOAQUIN COUNT RECORDS.

THE SIDELINES OF SAID STRIP SHALL BE LENGTHENED OR SHORTENED SO AS TO COMMENCE IN THE NORTHEASTERLY LINE AND TERMINATE IN THE WESTERLY LINE OF SAID PARCEL.

CONTAINING 111,726 SQUARE FEET (2.5649 AC), MORE OR LESS.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



KEVIN J. MARTIN, L.S. 8345
LICENSE EXPIRATION DATE: 12-31-11

12/2/10
DATE



**EXHIBIT A-2
LEGAL DESCRIPTION
WESTCORE REMAINDER PARCEL**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MANTECA, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN REAL PROPERTY SITUATED IN SECTION 25, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SECTION CORNER COMMON TO SECTION 25 AND 36, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN; THENCE SOUTH 89 42' 30" WEST, 2400.30 FEET ALONG THE SECTION LINE COMMON TO SECTION 25 AND 36, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 2, 27' 45" WEST, 1500.00 FEET; THENCE SOUTH 89 42' 30" WEST, 150.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE WESTERN PACIFIC RAILROAD COMPANY; THENCE NORTH 2 27' 45" WEST, 1150.80 FEET ALONG SAID RAILROAD RIGHT OF WAY LINE; THENCE NORTH 89 42' 30" EAST, 100.00 FEET; THENCE NORTH 2 27' 45" WEST, 759.99 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE SOUTHERN PACIFIC COMPANY RAILROAD; THENCE SOUTHEASTERLY ALONG SAID RAILROAD RIGHT OF WAY LINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 5625.00 FEET AND A LONG CHORD WHICH BEARS SOUTH 69 46' 15" EAST, 1240.32 FEET; THENCE CONTINUING ALONG THE SAID RAILROAD RIGHT OF WAY LINE, SOUTH 53 26' 30" EAST, 598.63 FEET TO A 1-1/4 INCH IRON PIPE; THENCE SOUTH 21 12' WEST, 959.66 FEET TO A COPPER WELD SURVEY MARKER; THENCE SOUTH 0 21' 30" EAST, 36.88 FEET TO A COPPERWELD SURVEY MARKER; THENCE NORTH 89 43' WEST, 125.10 FEET TO A COPPERWELD SURVEY MARKER; THENCE SOUTH 0 15' EAST, 1490.95 FEET TO A 3/4 INCH IRON PIPE AT THE INTERSECTION WITH THE SECTION LINE COMMON TO SECTIONS 25 AND 36, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN; THENCE SOUTH 89 42' 30" WEST, 890.67 FEET ALONG SAID SECTION LINE TO THE POINT OF BEGINNING.

EXCEPT THEREFROM: ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 25 AND ON THE CENTER LINE OF LOUISE AVENUE WHICH BEARS SOUTH 89 42' 30" WEST, 1509.63 FEET FROM THE CORNER COMMON TO SECTIONS 25 AND 36, TOWNSHIP 1 SOUTH, RANGE SIX EAST AND SECTION 30 AND 31, TOWNSHIP 1 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN; THENCE NORTH 0 15' WEST, 30 FEET TO A 3/4 INCH IRON PIPE; THENCE SOUTH 89 42' 30" WEST, 890.67 FEET TO A 4" X 4" CONCRETE MONUMENT AND TO THE EASTERLY RIGHT OF WAY LINE OF THE WESTERN PACIFIC RAILROAD COMPANY; THENCE SOUTH 2 27' 45" EAST, 30 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID SECTION 25 AND THE CENTER LINE OF LOUISE AVENUE; THENCE ALONG SAID SOUTH LINE, NORTH 89 42' 30" EAST, 890.67 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT THEREFROM: ANY PORTION LYING WITHIN THE 200 FOOT CONGRESSIONAL GRANT OF THE SOUTHERN PACIFIC RAILROAD COMPANY, LYING ALONG THE NORTHERLY SIDE OF SAID PARCEL.

ALSO EXCEPT THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF SAN JOAQUIN BY DEED RECORDED OCTOBER 21, 1991, AS DOCUMENT NO. 91103582, SAN JOAQUIN COUNTY RECORDS.

ALSO EXCEPT THEREFROM: THAT PORTION THEREOF CONVEYED IN THE DEED TO CITY OF MANTECA, RECORDED OCTOBER 3, 2005, SERIES NO. 2005-247075 AND AS REVISED AND RERECORDED DECEMBER 1, 2005, SERIES NO. 2005-300324, SAN JOAQUIN COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO SOUTH SAN JOAQUIN IRRIGATION DISTRICT BY DEED RECORDED AUGUST 10, 2006, AS DOCUMENT NO. 2006-171492, SAN JOAQUIN COUNTY RECORDS.

ALSO EXCEPTING THEREFROM ALL THAT CERTAIN REAL PROPERTY DESCRIBED AS FOLLOWS:

PARCEL A:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT OF WAY, SAID POINT BEING THE MOST EASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE GRAND DEED RECORDED JUNE 15, 2010 AS INSTRUMENT NO. 2010-078522, SAN JOAQUIN COUNTY RECORDS;

THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL THE FOLLOWING TWO (2) COURSES:

NORTH 53° 26' 30" WEST, A DISTANCE OF 383.44 FEET;

SOUTH 89° 42' 49" WEST, A DISTANCE OF 76.26 FEET;

THENCE LEAVING SAID NORTHEASTERLY LINE, SOUTH 57° 34' 39" EAST, A DISTANCE OF 449.30 FEET TO A POINT ON THE EASTERLY LINE OF SAID PARCEL;

THENCE ALONG SAID EASTERLY LINE, NORTH 21° 12' 00" EAST, A DISTANCE OF 13.82 FEET TO THE POINT OF BEGINNING.

PARCEL B:

A STRIP OF LAND 100.00 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHWESTERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT OF WAY, SAID POINT BEING THE MOST EASTERLY CORNER OF SAID PARCEL (2010-078522);

THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL THE FOLLOWING FOUR (4) COURSES:

NORTH 53° 26' 30" WEST, A DISTANCE OF 383.44 FEET;

SOUTH 89° 42' 49" WEST, A DISTANCE OF 83.25 FEET;

NORTH 53° 26' 30" WEST, A DISTANCE OF 148.64 FEET;

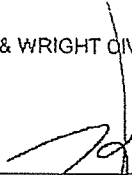
ALONG THE ARC OF A 5573.00-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 36° 33' 28" WEST, THROUGH A CENTRAL ANGLE OF 0° 34' 00", AN ARC DISTANCE OF 55.12 FEET TO THE POINT OF BEGINNING;

THENCE LEAVING SAID LINE, ALONG THE ARC OF AN 849.32-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 15° 08' 27" WEST, THROUGH A CENTRAL ANGLE OF 74° 37' 43", AN ARC DISTANCE OF 1106.25 FEET TO A POINT OF

TERMINATION ON THE WESTERLY LINE OF SAID PARCEL, SAID POINT BEARING NORTH 2° 27' 45" WEST, A DISTANCE OF 789.26 FEET FROM THE WESTERLY TERMINUS OF THAT CERTAIN COURSE DESIGNATED AS 'NORTH 89° 42' 30" EAST, 150.00 FEET' IN THAT CERTAIN GRANT DEED TO THE SOUTH SAN JOAQUIN IRRIGATION DISTRICT RECORDED ON AUGUST 10, 2006 AS INSTRUMENT NO. 2006-171492, SAN JOAQUIN COUNTY RECORDS.

THE SIDELINES OF SAID STRIP SHALL BE LENGTHENED OR SHORTENED SO AS TO COMMENCE IN THE NORTHEASTERLY LINE AND TERMINATE IN THE WESTERLY LINE OF SAID PARCEL.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



KEVIN J. MARTIN, L.S. 8345
LICENSE EXPIRATION DATE: 12-31-11

12/2/10
DATE



EXHIBIT A-3
LEGAL DESCRIPTION
ACCESS EASEMENT
(CROSSING)

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF MANTECA, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT PROPERTY DESCRIBED IN THAT CERTAIN GRAND DEED RECORDED JUNE 15, 2010 AS INSTRUMENT NO. 2010-078522, SAN JOAQUIN COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WESTERLY LINE OF SAID PARCEL, SAID POINT BEARING NORTH 2° 27' 45" WEST, A DISTANCE OF 789.26 FEET FROM THE WESTERLY TERMINUS OF THAT CERTAIN COURSE DESIGNATED AS 'NORTH 89° 42' 30" EAST, 150.00 FEET' IN THAT CERTAIN GRANT DEED TO THE SOUTH SAN JOAQUIN IRRIGATION DISTRICT RECORDED ON AUGUST 10, 2006 AS INSTRUMENT NO. 2006-171492, SAN JOAQUIN COUNTY RECORDS.

THENCE ALONG THE ARC OF AN 849.32-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 59° 29' 16" EAST, THROUGH A CENTRAL ANGLE OF 21° 21' 41", AN ARC DISTANCE OF 316.65 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 36° 26' 22" WEST, A DISTANCE OF 50.02 FEET;

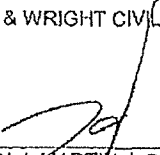
THENCE ALONG THE ARC OF AN 899.32-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 38° 01' 57" EAST, THROUGH A CENTRAL ANGLE OF 3° 11' 09", AN ARC DISTANCE OF 50.01 FEET;

THENCE SOUTH 36° 26' 22" EAST, A DISTANCE OF 100.04 FEET;

THENCE ALONG THE ARC OF A 799.32-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 34° 38' 50" EAST, THROUGH A CENTRAL ANGLE OF 3° 35' 05", AN ARC DISTANCE OF 50.01 FEET;

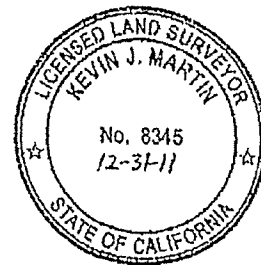
THENCE NORTH 36° 26' 22" WEST, A DISTANCE OF 50.02 FEET TO THE POINT OF BEGINNING.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



KEVIN J. MARTIN, L.S. 8345
LICENSE EXPIRATION DATE: 12-31-11

12/2/10
DATE



STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me, _____, 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.

Signature _____ (Seal)

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me, _____, 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.

Signature _____ (Seal)

EXHIBIT B

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

(a) The rights granted to Grantee are subject and subordinate to the prior and continuing right and obligation of Grantor to use and maintain the Land for its railroad right of way, and are also subject to the continuing right and power of Grantor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics or other wire lines, pipelines and other facilities upon, along or across any or all parts of said right of way, any of which may be freely done at any time by Grantor without liability to Grantee or to any other party for compensation or damages, provided such grants do not unreasonably interfere with the rights granted to Grantee hereunder.

(b) Grantee's rights are granted without covenant of title by Grantor, it being understood that Grantor acquired the Land from Grantee immediately prior to making the grant provided for herein.

(c) It is expressly stipulated that the Crossing is to be a strictly private one and is not intended for public use. Grantee, without expense to Grantor, will take any and all necessary action to preserve the private character of the Crossing and prevent its use as a public road.

Section 2. MAINTENANCE AND USE.

(a) Grantor, at its sole expense, shall maintain the portion of the Crossing lying between the rails of the tracks and for one (1) foot on the outside of each rail; provided, however, that such maintenance work shall be limited to that required for the safe and efficient operation of its tracks, and such other maintenance as the Grantor has agreed to perform on specific request of the Grantee. Grantor, at its sole expense, shall also maintain the fences along the northern and southern boundaries of the Land (if any), and the security gate along the north side of the Crossing.

(b) Grantee, at its sole expense, shall maintain the portion of the Crossing not the responsibility of Grantor pursuant to Section 2(a) above, the security gate on the south side of the Crossing, and any improvements in the Crossing Area installed by Grantee. Grantee, at its sole expense, shall keep the rail flangeways clear of obstructions, and shall install and thereafter maintain any signals or other improvements that may subsequently be required by law, or by any public authority having jurisdiction. Grantee shall control vegetation in the Crossing so that Grantee's line of sight to approaching trains is not impaired or obstructed by vegetation.

(c) Grantee shall require all vehicles approaching the crossing to stop a safe distance from the tracks before crossing the tracks. Grantee shall keep any gate affording access to the Crossing closed and locked at all times except during the time of actual passage through it onto or from the Crossing. Grantee shall not do, suffer or permit anything which will or may obstruct, endanger or interfere with, hinder or delay the maintenance and operation of Grantor's railroad tracks or appurtenant facilities or the facilities or equipment of others lawfully using Grantor's property. Grantee shall adequately supervise and police use of said Crossing so that no person, vehicle or livestock stops or stands on Grantor's tracks or attempts to cross Grantor's railroad tracks when a railroad train, engine, equipment, or car is approaching or occupying the Crossing.

Section 3. MODIFICATION OR RELOCATION OF CROSSING.

(a) Whenever Grantor deems it necessary or desirable in the furtherance of its railroad operating requirements or for the improvement and use of its property to modify or relocate the Crossing:

- (1) Grantor shall, at the sole expense of Grantor, modify or move the portion of the Crossing lying between the rails of the tracks and for one (1) foot on the outside of each rail; and
- (2) Grantor shall, at Grantor's sole expense, modify or move the remaining portion of the Crossing and the appurtenances thereto to a location reasonably acceptable to Grantor either on the Land or the adjoining land of South San Joaquin Irrigation District ("SSJID"), provided, in the latter case, that Grantor provides confirmation to Grantee that Grantor has the right to convey such rights to Grantee.

(b) All the terms of this Agreement shall govern the continued maintenance and use of the Crossing as modified or relocated pursuant to this section.

Section 4. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

(a) In the future, fiber optic cable systems may be buried on Grantor's property. Grantee shall telephone Grantor at 1-800-336-9193 (a 24-hour number) to determine if fiber optic cable is buried anywhere on Grantor's premises to be used by Grantee. If it is, Grantee will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on Grantor's premises.

(b) In addition to the liability terms elsewhere in this Agreement, Grantee shall indemnify and hold Grantor harmless against and from all cost, liability, and expense whatsoever (including, without limitation, reasonable attorneys' fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of Grantee, its contractor, agents and/or employees, to the extent causing or contributing to (1) any damage to or destruction of any telecommunications system by Grantee, and/or its contractor, agents and/or employees, on Grantor's property, (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Grantor's property, and/or (3) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of, such telecommunication company(ies) (to the extent permitted by the agreement with the telecommunications company).

Section 5. INDEMNITY.

Grantee assumes the risk of and shall indemnify and hold harmless Grantor and other railroad companies which use the property of Grantor, their officers, agents and employees (the "Indemnitees"), against and from any and all loss, damages, claims, demands, actions, causes of action, costs, reasonable attorneys' fees, fines, penalties and expenses of whatsoever nature (hereinafter "Loss") which may result from: (1) injury to or death of persons whomsoever, (including officers, agents and employees of Grantor and of Grantee, as well as other persons); (2) loss of or damage to property whatsoever (including damage to property of or in the custody of Grantee and damage to the roadbed, tracks, equipment or other property of or in the custody of Grantor and such other railroad companies, as well as other property); or

(3) Grantee's failure to comply with any federal, state or local law, regulation, or enactment; when such Loss is due to or arises in connection with or as a result of:

- (a) any work done by Grantee on or in connection with the Crossing;
- (b) the use of said Crossing by Grantee, or the officers, agents, employees, patrons or invitees of Grantee, or by any other person;
- (c) the use of said Crossing by Grantee's successors or assigns or the officers, agents, employees, patrons or invitees of Grantee's successors or assigns; or
- (d) the breach of any covenant or obligation assumed by or imposed on Grantee pursuant to this Agreement, except, in each case, to the extent of any Loss caused by the gross negligence or willful misconduct of any Indemnitee.

Section 6. REMEDIES ON BREACH.

If Grantee defaults under any of the terms and conditions of this Agreement, Grantor shall have the right to (i) sue for damages and costs, (ii) exercise any rights of self-help available under applicable law to cure the default (and in connection therewith it is expressly understood that Grantor may enter upon the Land or Grantee's Land, as necessary, to cure the default, and no such entry shall be deemed a trespass or breach of the peace), (iii) petition for injunctive relief and specific performance (it being understood that a breach by Grantee may cause damages to Grantor which would be extremely difficult to quantify), or (iv) exercise any other right or remedy (other than termination) available at law or equity. If Grantor cures any default, all reasonable costs, expenses and other sums incurred or paid by Grantor shall be paid by Grantee to Grantor on demand, together with interest thereon at the rate of ten percent (10%) per annum. All of Grantor's rights and remedies shall be cumulative and none shall be exclusive, except to the extent mandated by applicable law.

Section 7. GRANT TO SSJID.

Grantor reserves the right to grant SSJID the right to cross the Crossing Area. If Grantor desires to grant such a crossing right to SSJID, Grantor shall so notify Grantee, and the parties shall reasonably cooperate to amend this Agreement to create a tri-party agreement or to enter into such supplementary agreements as shall be required in order to reasonably accommodate the crossing rights of both Grantee and SSJID.

Section 8. RUNS WITH THE LAND.

This Agreement shall run with the Land and Grantee's Land. Except with respect to the use restriction set forth in Section 3, this Agreement shall burden the Land (as the servient tenement) and shall benefit Grantee's Land (as the dominant tenement). With respect to the use restriction set forth in Section 3, this Agreement shall burden Grantee's Land (as the servient tenement) and shall benefit the Land (as the dominant tenement). Grantee may not assign this Agreement to any party except to a purchaser of fee simple title to Grantee's Land, provided, however, that during the time that there is a ground lease on all or part of Grantee's Land, such ground lessee shall have the right and obligation of the fee simple owner of the applicable land. If Grantee assigns this Agreement in violation of this Section, such assignment shall be voidable, at Grantor's option, and in any event Grantee will continue to be responsible for obligations and liabilities assumed herein.

Section 9. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 8 hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

EXHIBIT C

**Union Pacific Railroad
Contract Insurance Requirements**

Commercial/Industrial/Grantee's Grade Crossing and/or Encroachment

Grantee shall, at its sole cost and expense, procure and maintain during the life of this Agreement (except as otherwise provided in this Agreement) the following insurance coverage:

A. **Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance: Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$5,000,000 for each accident.

The policy must contain the following endorsements, which must be stated on the certificate of insurance: Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.

C. **Umbrella or Excess** insurance. If Grantee utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

ARTICLE X. Other Requirements

D. All policy(ies) required above (except worker's compensation and employers liability) must include Grantor as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Grantor as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26 and CA 20 48 provide coverage for Grantor's negligence whether sole or partial, active or passive, and shall not be limited by Grantee's liability under the indemnity provisions of this Agreement.

E. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all

F. Grantee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Grantor and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.

G. Prior to entering upon Grantor property, Grantee shall furnish Grantor with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.

H. All insurance policies must be written by a reputable insurance company acceptable to Grantor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

I. The fact that insurance is obtained by Grantee, or by Grantor on behalf of Grantee will not be deemed to release or diminish the liability of Grantee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Grantor from Grantee or any third party will not be limited by the amount of the required insurance coverage.

duly commissioned and sworn, personally appeared J.H.Cago, personally known to me to be the same person whose name is subscribed to the within instrument as a witness thereto, who being by me duly sworn, deposed and said, that he resides in the said County of Sacramento, State of California, that he was present and saw Ben Durrer and Sophia Durrer (his wife) personally known to him to be the same persons described in, whose names are subscribed to and who executed the said Instrument as parties thereto sign the same; and they then and there acknowledged in affiant's presence that they executed the same, and that he, the affiant, then and there at their request subscribed his name to said Instrument as a witness.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in the said County of Sacramento, the day and year in this Certificate first above written.
(Notary Seal)

John L. DeVere Notary Public --

#10586 Recorded at Request of Pacific Tel & Tel Co Jun 29 1928 at 18 min. past 10 o'clock A.M., in BOOK OF OFFICIAL RECORDS, VOL. 248, Page 165, San Joaquin County Records.

FEES: \$2.00

JOHN D. MINNEY, RECORDER

LV

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COMPARED
W. C. D.

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof is hereby acknowledged, the undersigned hereby grants a right of way to THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, a corporation, its successors and assigns, hereinafter referred to as the "Grantee", with the right to construct, place, inspect, maintain and replace thereon poles, cross-arms, wires, cables, fixtures, anchors and guys, and to keep the same free from any trees or any parts of trees or any foliage across that certain property situated in the County of San Joaquin, State of California, and described as follows:

That part of the northeast quarter (N.E. 1/4) of Section 25, Township 1 South, Range 6 East, Mount Diablo Base and Meridian, lying South of Southern Pacific Railroad Company right of way.

The southeast quarter (S.E. 1/4) of Section 25, Township 1 South, Range 6 East, Mount Diablo Base and Meridian.

Said right of way is a strip of land ten (10) feet in width, five (5) feet on each side of the center line as now surveyed by the Grantee and staked upon the above described premises, except at those locations where it is necessary to construct, locate and install guys with anchorage; then said right of way to include said guys and anchors which are not to be constructed beyond a maximum distance of 20 feet from the said centerline.

J.L.D.
H.F.

The Grantee, its contractors, agents, employees and servants shall at all times have the right of ingress to and egress from said right of way and the poles, cross-arms, wires, cables, fixtures, anchors and guys thereon with the specific understanding that the Grantee shall be responsible for any damage suffered by the Grantor caused by the Grantee's exercise of the rights herein granted.

The Grantee is also granted the right from time to time to increase or decrease the size, weight or number and to change the position of the poles, cross-arms, wires, cables, fixtures, anchors and guys which may be constructed or installed in or upon the right of way hereby granted.

The undersigned agrees not to grant any right or permit for the erection or maintenance of any electric power transmission line or lines upon or over the above described property, parallel with and within one thousand (1000) feet of the lines placed by the Telephone Company, or for the erection or maintenance of any such line or lines across the Telephone Company's lines placed upon said right of way at an angle of less than thirty-five (35)

degrees, it being understood, however, that the construction, maintenance and use of electrical circuits by or for the undersigned is not hereby prohibited.

IN WITNESS WHEREOF, the undersigned has executed this grant this 9th day of April, 1928.

WITNESS: J.H.Gage

A. dos Reis
Clara dos Reis

STATE OF CALIFORNIA)
COUNTY OF SACRAMENTO) SS.

On this 25th day of April A.D.1928, before me, John L.DeVore a Notary Public in and for said Sacramento County, residing therein, duly commissioned and sworn, personally appeared J.H.Gage personally known to me to be the person whose name is subscribed to the within instrument as a witness thereto, who being by me duly sworn, deposed and said, that he resides in the said County of Sacramento, State of California, that he was present and saw A. dos Reis and Clara dos Reis (his wife) personally known to him to be the same persons described in, whose names are subscribed to and who executed the said Instrument as parties thereto sign the same; and they then and there acknowledged in affiant's presence that they executed the same, and that he, the affiant, then and there at their request subscribed his name to said Instrument as a witness.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in the said County of Sacramento, the day and year in this certificate first above written.
(Notary Seal) John L.DeVore

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for and in consideration of the sum of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, hereby consents to the granting of the above right of way and subordinates thereto and to the rights of The Pacific Telephone and Telegraph Company thereunder that certain Deed of Trust dated the 6th day of June, 1925, and recorded in the office of the County Recorder of the County of San Joaquin, State of California, in Book 89 of Official Records, at page 359 executed by A. Dos Reis & Clara Dos Reis, his wife, to D.Bromahan, Trustee for the First National Bank of Vallejo, Beneficiary, and now held by National Bankitaly Company, a corporation, as successor trustee for the Bank of Italy National Trust and Savings Association, a corporation, as successor beneficiary.

IN WITNESS WHEREOF, the undersigned has executed this consent and subordination this 10 day of April 1928.

NATIONAL BANKITALY COMPANY, as Trustee
By L.K.Coleman, Branch Mgr.
BY...

BANK OF ITALY NATIONAL TRUST AND SAVINGS COMPANY, as Beneficiary
By L.K.Coleman, Branch Mgr

WITNESS J.H.Gage

^{O.K.}
^{G.H.K.}
Description Checked and Found Correct
F.W.Whitney, Supervisor of Right of Way.

FORM APPROVED:
Per Herbert Korte
General Attorney.

STATE OF CALIFORNIA)
COUNTY OF SACRAMENTO) SS

On this 25th day of April, A.D.1928, before me, John L.DeVore, a Notary Public in and for said Sacramento County, residing therein, duly commissioned and sworn, personally appeared J.H.Gage, personally known to me to be the same person whose name is subscribed to the within instrument as a witness thereto, who being by me duly sworn, deposed and said that he resides in the said County of Sacramento, State of California, that he was present and saw L.K.Coleman personally known to him to be the Agent for the Corporation, that executed the within and annexed instrument as Trustee, sign the same, and he then and there acknowledged in affiant's presence that such Corporation executed the same as such Trustee, and that he the affiant, then and there, at his request subscribed his name to said instrument as a witness.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at my office in the said County of Sacramento, State of California, the day and year in this certificate first above written. (Notary Seal) JOHN L. DeVERE, Notary Public.

STATE OF CALIFORNIA) County of Sacramento) ss. On this 25th day of April, A.D. 1928, before me, John L. De Vere a Notary Public in and for said Sacramento County, residing therein, duly commissioned and sworn, personally appeared J. H. GAGE, personally known to me to be the same person whose name is subscribed to the within instrument as a witness thereto, who being by me duly sworn, deposed and said that he resides in the said County of Sacramento, State of California, that he was present and saw L. E. Coleman personally known to him to be the Branch Manager of the Corporation that executed the within and annexed instrument as Beneficiary, sign the same, and he then and there acknowledged in affiant's presence that such Corporation executed the same, as such Beneficiary, and that he the affiant, then and there at his request subscribed his name to said instrument as a witness.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the said County of Sacramento, State of California, the day and year in this certificate first above written. (Notary Seal) John L. De Vere, Notary Public.

#10584 Recorded at Request of Pacific Tel & Tel Co Jun 29 1928 at 16 min. past 10 o'clock A.M., in BOOK OF OFFICIAL RECORDS, VOL. 248, Page 167, San Joaquin County Records. FEES: \$2.20 JOHN D. FINNEY, RECORDER LW

COMPARED W. C. D.

IN THE JUSTICE'S COURT OF THE CITY OF STOCKTON, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA. BEFORE GEORGE E. FRIOUX, JUSTICE OF THE PEACE

T.A. ROSS, Plaintiff vs MRS. FRANK DENNIS and FRANK DENNIS, her husband, Defendant. ABSTRACT OF JUDGMENT.

Abstract Dated June 28th, 1928. Judgment entered for Plaintiff for \$107.75 on the 28th day of June, 1928.

I hereby certify that the foregoing is a correct Abstract of a Judgment rendered in said action in my Court.

George E. Frixou, Justice of the Peace, in and for City of Stockton, County of San Joaquin, State of California.

By Ruby F. McClung, Clerk of said Justice's Court.

#10599 Recorded at Request of ROSS COLLECTION AGENCY JUN 29 1928 at 59 min. past 1 o'clock P.M., in BOOK OF OFFICIAL RECORDS, VOL. 248, Page 169, San Joaquin County Records. FEES: \$ 70¢ JOHN D. FINNEY, RECORDER LW

COMPARED W. C. D.

IN THE JUSTICE'S COURT OF THE CITY OF STOCKTON, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA. BEFORE GEORGE E. FRIOUX JUSTICE OF THE PEACE

T.A. ROSS, Plaintiff vs M. FONTES AND MRS M. FONTES Defendant. ABSTRACT OF JUDGMENT.

M. FONTES AND MRS M. FONTES Defendant

Abstract Dated June 27th, 1928. Judgment entered for Plaintiff for \$122.50 on the 27th day of June, 1928.

I hereby certify that the foregoing is a correct Abstract of a Judgment rendered in said

Handwritten notes and signatures: 'Judgment', 'Abstract', '22', 'George E. Frixou', 'Ruby F. McClung', 'June 28th, 1928', 'June 27th, 1928', 'June 23rd, 1929', 'M. Fontes', 'M. Fontes', 'Recorder'.

Handwritten notes and signatures: 'THIS CERTIFIES THAT THIS JUDGMENT IS FULLY CANCELLED, PAID, SATISFIED AND DISCHARGED THIS 23 DAY OF March 1929', 'SIGNED AND ACKNOWLEDGED BEFORE ME THIS 23rd DAY OF March A. D. 1929', 'Recorder'.

95105804

RECORDER
COUNTY CLERK
JAMES H. JOHNSTONE
95 NOV 15 AM 9:34
SAN JOAQUIN COUNTY
COUNTY OF SAN JOAQUIN
FEE EXEMPT FROM FEE

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After recording, return to:
County of San Joaquin
c/o Director of Public Works
1810 E. Hazelton Ave.
Stockton, CA 95205
Attention: Tom Iwamiya

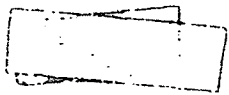
IOD-95- 023
IRREVOCABLE OFFER AND
AGREEMENT TO DEDICATE ROAD
(LOUISE AVENUE)

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THIS AGREEMENT dated this NOV 10 1995
by and between the COUNTY OF SAN JOAQUIN, a political subdivision of
the State of California, hereinafter referred to as COUNTY, and
HAROLD ROUSE, Trustee, hereinafter referred to as OWNER:

W I T N E S S E T H:

WHEREAS, Use Permit UP-95-8, was approved by the San Joaquin
County Planning Commission on August 17, 1995, for the subdivision or
development of land on the hereinafter described property with certain
conditions of approval which require an Irrevocable Offer to Dedicate
a 13-foot wide strip on Louise Avenue.

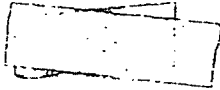


95105804

1 NOW, THEREFORE, for and in consideration of the approval of Use
2 Permit UP-95-8, it is agreed by and between the parties hereto as
3 follows:

- 4 1. OWNER represents and warrants that he is the fee title OWNER of
5 the land described in Exhibit "A", which is attached hereto and
6 incorporated herein.
- 7 2. OWNER agrees to convey to COUNTY fee title interest free and
8 clear of all taxes, liens, encumbrances and assessments within
9 ninety (90) days after written request for the same is made by
10 COUNTY of the land described in Exhibit "B", which is attached
11 hereto and incorporated herein. Said land is to be used as a
12 public roadway.
- 13 3. This AGREEMENT, consisting of the burdens of conveying the above
14 said road to COUNTY, is intended to run with the land described
15 in Exhibit "A" attached hereto and made a part hereof and is
16 binding on the heirs, successors and assigns of the OWNER and the
17 benefit is to run to the successors and assigns of COUNTY.

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95105804

1 IN WITNESS WHEREOF, the parties hereto have executed this
2 Agreement on the date first above written.

3 COUNTY OF SAN JOAQUIN, a
4 FORM APPROVED FOR USE IN 1995 political subdivision of the
5 BY THE OFFICE OF COUNTY COUNSEL State of California

6 RECOMMENDED FOR APPROVAL:

By Henry M. Hirata
HENRY M. HIRATA
Director of Public Works
San Joaquin County, California

7 Manuel Lopez
8 MANUEL LOPEZ
9 Deputy Director of Public Works

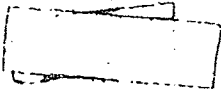
"COUNTY"

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11 Harold Rouse
12 HAROLD ROUSE, Trustee

"OWNER"

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15 PS-57220, 14

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95105804

STATE OF CALIFORNIA
COUNTY OF Los Angeles

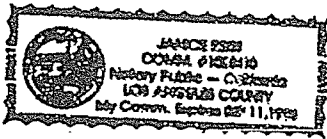
On Nov. 3, 1995, before me, JANICE REISS
Notary Public, personally appeared HAROLD ROUSE
and _____, [personally known to me] [proved to
me on the basis of satisfactory evidence] to be the person(s)
whose name(s) is/are subscribed to the within instrument, and
acknowledged to me that he/she/they executed 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.

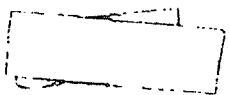
WITNESS my hand and official seal:

Janice Reiss
Notary Public in and for the
Above-Mentioned State and County

My commission expires: Sep 11, 1998

(SEAL)





95105804

STATE OF CALIFORNIA)
)
COUNTY OF SAN JOAQUIN) ss.

On November 10, 1995, before me, Jerry Violet,
Deputy County Clerk of the County of San Joaquin, personally
appeared HENRY M. HIRATA, Director of Public Works, personally
known to me to be the person whose name is subscribed to the
within instrument, and acknowledged to me that he executed the
same in his authorized capacity, and that by his signature on the
instrument the person, or the entity upon behalf of which the
person acted, executed the instrument.

WITNESS my hand and official seal:
JAMES M. JOHNSTONE
County Recorder/Clerk of the
County of San Joaquin
State of California



By: Jerry Violet
Deputy County Clerk

(SEAL)

95105804

Page 1 of 2

EXHIBIT "A"

All that certain real property situated in the Southeast 1/4 of Section 25, Township 1 South, Range 6 East, M.D.B. & M., San Joaquin County, California, more particularly described as follows:

Commencing at the Section Corner common to Sections 25 and 36, Township 1 South, Range 6 East, and Sections 30 and 31, Township 1 South, Range 7 East, M.D.B. & M.; thence South 89°42'30" West, 2400.30 feet along the Section line common to Sections 25 and 36, Township 1 South, Range 6 East, M.D.B. & M., point of beginning of this description; thence North 2°27'45" West, 1500.00 feet; thence South 89°42'30" West, 150.00 feet to the easterly right of way line of the Western Pacific Railroad Company; thence North 2°27'45" West, 1150.60 feet along said railroad right of way line; thence North 89°42'30" East, 100.00 feet; thence North 2°27'45" West, 759.99 feet to the southwesterly right of way line of the Southern Pacific Company (Railroad); thence southeasterly along said railroad right of way line on a curve to the right having a radius of 5625.00 feet and a long chord which bears South 59°46'15" East, 1240.32 feet; thence continuing along the said railroad right of way line South 53°26'30" East, 598.63 feet to a 1-1/4 inch from Pipe; thence South 21°12' West, 959.66 feet to a Copperweld Survey Marker; thence South 0°21'30" East, 35.88 feet to a Copperweld Survey Marker; thence North 89°43' West, 125.10 feet to a Copperweld Survey Marker; thence South 0°15' East, 1490.95 feet to a 3/4 inch Iron Pipe at the intersection with the Section line common to Sections 25 and 36, Township 1 South, Range 6 East, M.D.B. & M.; thence South 89°42'30" West, 870.67 feet along said Section line to the point of beginning. Containing 80.75 acres, more or less.

EXCEPTING THEREFROM, all that certain real property situated in the Southeast 1/4 of Section 25, Township 1 South, Range 6 East, M.D.B. & M., San Joaquin County, California, more particularly described as follows:

Beginning at a point on the south line of said Section 25 and on the centerline of Louise Avenue which bears South 89°42'30" West, 1509.63 feet from the corner common to Sections 25 and 36, Township 1 South, Range 6 East, and Sections 30 and 31, Township 1 South, Range 7 East, M.D.B. & M.; thence North 0°15' West, 30 feet to a 3/4 inch Iron Pipe; thence South 89°42'30" West, 890.67 feet to a 4" x 4" concrete monument and to the easterly right of way line of the Western Pacific Railroad Company; thence South 2°27'45" East, 30 feet, more or less, to the south line of said Section 25 and the centerline of Louis Avenue; thence along said south line North 89°42'30" East, 890.67 feet to the point of beginning. Containing 0.61 acre, more or less.

ALSO EXCEPTING from the above described parcel a strip of land 10 feet in width, 5 feet on each side of the centerline located Easterly from and parallel with the Easterly line of the South San Joaquin Irrigation District's right of way at a distance of approximately 20 feet, except along that portion of said South San Joaquin Irrigation District right of way, where its course changes in a Northwesterly direction. (Files show .529 acre; computation indicated area to be more nearly .798 acre.)

95105804

Page 2 of 2

Said centerline of said 10-foot strip of land is more particularly described as follows:

Beginning at a point on the Section line between Sections 25 and 36, Township 1 South, Range 6 East, M.D.B. & M., San Joaquin County, which point is North 69°34' East, 3018.95 feet, more or less, from the Section corner common to Sections 25, 26, 35 and 36, Township 1 South, Range 6 East, M.D.B. & M.; thence North 2°34' West, 1227 feet, more or less; thence North 29°51' West, 329.1 feet, more or less; thence North 2°34' West, 1920 feet, more or less, to a point in the Southerly line of the Southern Pacific Company's right of way.

FURTHER EXCEPTING from the above described parcel any portion lying within the 200 foot Congressional Grant of the Southern Pacific Railroad Company, lying along the Northeasterly side of said parcel.

SUBJECT to an easement 100 feet wide over those premises adjacent to the East line of the Western Pacific Railroad Company right of way for drainage canal as granted to South San Joaquin Irrigation District by Deed dated January 15, 1916, and recorded January 16, 1917, in Book "A" of Deeds, Volume 292, page 254, San Joaquin County Records. (Files show 6.384 acres, more or less.)

FURTHER SUBJECT to a right of way to install guys and anchors within 20 feet of the centerline of that certain right of way conveyed to the Pacific Telephone and Telegraph Company by Deed recorded June 29, 1928, in Book of Official Records, San Joaquin County, Volume 248, page 167, together with rights of ingress and egress over and across said premises to said right of way, together with certain agreements against the erection and maintenance of additional pole lines as set forth in said Deed.

AND FURTHER SUBJECT to all existing easements for roads, highways, canals and other purposes now of record.

95105804

Page 1 of 2

EXHIBIT "B"

The North 13 feet of the South 25 feet of the following described parcel:

All that certain real property situated in the Southeast 1/4 of Section 25, Township 1 South, Range 6 East, M.D.B. & M., San Joaquin County, California, more particularly described as follows:

Commencing at the Section Corner common to Sections 25 and 36, Township 1 South, Range 6 East, and Sections 30 and 31, Township 1 South, Range 7 East, M.D.B. & M.; thence South 89°42'30" West, 2406.30 feet along the Section line common to Sections 25 and 36, Township 1 South, Range 6 East, M.D.B. & M., point of beginning of this description; thence North 2°27'45" West, 1500.00 feet; thence South 89°42'30" West, 150.00 feet to the easterly right of way line of the Western Pacific Railroad Company; thence North 2°27'45" West, 1150.60 feet along said railroad right of way line; thence North 89°42'30" East, 109.00 feet; thence North 2°27'45" West, 759.99 feet to the southwesterly right of way line of the Southern Pacific Company (Railroad); thence southeasterly along said railroad right of way line on a curve to the right having a radius of 5625.00 feet and a long chord which bears South 59°46'15" East, 1240.32 feet; thence continuing along the said railroad right of way line South 53°26'30" East, 598.63 feet to a 1-1/4 inch from Pipe; thence South 21°12' West, 959.66 feet to a Copperweld Survey Marker; thence South 0°21'30" East, 36.88 feet to a Copperweld Survey Marker; thence North 89°43' West, 125.10 feet to a Copperweld Survey Marker; thence South 0°15' East, 1490.95 feet to a 3/4 inch Iron Pipe at the intersection with the Section line common to Sections 25 and 36, Township 1 South, Range 6 East, M.D.B. & M.; thence South 89°42'30" West, 870.67 feet along said Section line to the point of beginning. Containing 80.75 acres, more or less.

EXCEPTING THEREFROM, all that certain real property situated in the Southeast 1/4 of Section 25, Township 1 South, Range 6 East, M.D.B. & M., San Joaquin County, California, more particularly described as follows:

Beginning at a point on the south line of said Section 25 and on the centerline of Louise Avenue which bears South 89°42'30" West, 1509.63 feet from the corner common to Sections 25 and 36, Township 1 South, Range 6 East, and Sections 30 and 31, Township 1 South, Range 7 East, M.D.B. & M.; thence North 0°15' West, 30 feet to a 3/4 inch Iron Pipe; thence South 89°42'30" West, 890.67 feet to a 4" x 4" concrete monument and to the easterly right of way line of the Western Pacific Railroad Company; thence South 2°27'45" East, 30 feet, more or less, to the south line of said Section 25 and the centerline of Louis Avenue; thence along said south line North 89°42'30" East, 890.67 feet to the point of beginning. Containing 0.61 acre, more or less.

ALSO EXCEPTING from the above described parcel a strip of land 10 feet in width, 5 feet on each side of the centerline located Easterly from and parallel with the Easterly line of the South San Joaquin Irrigation District's right of way at a distance of approximately 20 feet, except along that portion of said South San Joaquin Irrigation District right of way, where its course changes in a Northwesterly direction. (Files show .529 acre; computation indicated area to be more nearly .798 acre.)

98105804

Page 2 of 2

Said centerline of said 10-foot strip of land is more particularly described as follows:

Beginning at a point on the Section line between Sections 25 and 36, Township 1 South, Range 6 East, M.D.B. & M., San Joaquin County, which point is North 89°34' East, 3018.95 feet, more or less, from the Section corner common to Sections 25, 26, 35 and 36, Township 1 South, Range 6 East, M.D.B. & M.; thence North 2°34' West, 1227 feet, more or less; thence North 29°51' West, 329.1 feet, more or less; thence North 2°34' West, 1920 feet, more or less, to a point in the Southerly line of the Southern Pacific Company's right of way.

FURTHER EXCEPTING from the above described parcel any portion lying within the 200 foot Congressional Grant of the Southern Pacific Railroad Company, lying along the Northeasterly side of said parcel.

SUBJECT to an easement 100 feet wide over those premises adjacent to the East line of the Western Pacific Railroad Company right of way for drainage canal as granted to South San Joaquin Irrigation District by Deed dated January 15, 1916, and recorded January 16, 1917, in Book "A" of Deeds, Volume 292, page 254, San Joaquin County Records. (Files show 6.384 acres, more or less.)

FURTHER SUBJECT to a right of way to install guys and anchors within 20 feet of the centerline of that certain right of way conveyed to the Pacific Telephone and Telegraph Company by Deed recorded June 29, 1928, in Book of Official Records, San Joaquin County, Volume 248, page 167, together with rights of ingress and egress over and across said premises to said right of way, together with certain agreements against the erection and maintenance of additional pole lines as set forth in said Deed.

AND FURTHER SUBJECT to all existing easements for roads, highways, canals and other purposes now of record.

95105805

RECORDER
COUNTY CLERK
JAMES H. JOHNSTONE
95 NOV 15 AM 9:34
SAN JOAQUIN COUNTY
COUNTY OF SAN JOAQUIN
EXEMPT FROM FEE

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6 After recording, return to:
7 County of San Joaquin
8 c/o Director of Public Works
9 1810 East Hazelton Avenue
10 Stockton, California 95205
11 Attention: Tom Iwamiya

12 DFIA-95- 050

13 DEFERRED FRONTAGE AND ROADWAY IMPROVEMENT AGREEMENT
14 FOR LOUISE AVENUE, ROAD NO. 18
15

16 THIS DEFERRED FRONTAGE AND ROADWAY IMPROVEMENT AGREEMENT,
17 hereinafter referred to as AGREEMENT, dated this NOV 10 1995,
18 by and between the COUNTY OF SAN JOAQUIN, a political subdivision
19 of the State of California, hereinafter referred to as COUNTY, and
20 HAROLD ROUSE, Trustee, hereinafter referred to as OWNER:

21 W I T N E S S E T H

22 WHEREAS, application for Use Permit UP-95-8 was approved by
23 COUNTY with certain conditions of approval which require OWNER to
24 construct frontage improvements; and,

25 WHEREAS, it is not advisable to commence the construction of
26 the frontage improvements at this time; and,

31

25 - []

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1 WHEREAS, the parties hereto mutually desire to defer the
2 construction of frontage improvements to a later date.

3 NOW, THEREFORE, it is agreed by and between the parties hereto
4 as follows:

5 1. OWNER represents and warrants that he is the fee title
6 OWNER of the real property described in Exhibit "A", which is
7 attached hereto and incorporated herein. OWNER acknowledges that
8 his real property is subject to a condition of constructing
9 frontage improvements in order that OWNER'S application for Use
10 Permit UP-95-8 be approved. Use Permit UP-95-8 is expressly
11 incorporated by reference and made a part of this AGREEMENT
12 together with the Conditions of Approval. The parties hereto agree
13 that the actual construction of the frontage improvements may be
14 delayed as provided herein. Failure to provide the construction
15 will constitute not only a failure of condition as to OWNER'S
16 application but also a breach of this AGREEMENT for which
17 additional legal remedies are not precluded.

18 2. OWNER agrees to provide, at the sole cost and expense of
19 OWNER, for the construction of certain improvements along the
20 frontage of said real property described in Exhibit "A", which is
21 attached hereto and incorporated herein. Said improvements shall
22 consist of, but not be limited to, the following: Curb, gutter,
23 and roadway widening for Louise Avenue within San Joaquin County
24 portion in accordance with the standards for one-half of a one
25 hundred ten foot (110') Major Arterial Street and as shown on
26 Exhibit "B", which is attached hereto and incorporated herein.

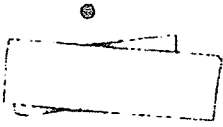
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1 Determination of when the required improvements are to be
2 constructed shall be within the sole discretion of the San Joaquin
3 County Department of Public Works, subject to the terms of this
4 AGREEMENT.

5 3. Upon, written notification to proceed by COUNTY, OWNER
6 will engage a Civil Engineer, licensed in the State of California,
7 to design and prepare construction drawings for the required
8 improvements to be approved by the Director of Public Works. Said
9 drawings shall be submitted within 90 days after notification and
10 construction shall commence within 30 days after approval of the
11 construction drawings.

12 4. San Joaquin County Department of Public Works may choose
13 to perform the design engineering work and the construction of the
14 frontage improvements as an alternative to Paragraph 3 above. If
15 COUNTY agrees to perform the design and construction work, OWNER
16 will reimburse COUNTY within six months of written notification,
17 for the cost of the frontage improvements. The cost of the
18 frontage improvements shall be the actual cost of construction,
19 which is estimated to be that amount listed on Exhibit "B", as the
20 Cost Estimate, adjusted by the Engineering Construction Cost Index,
21 as published by the Engineering News Record.

22 5. In any event, if there is a default of Paragraph 3 above
23 by OWNER, COUNTY may proceed to cause said construction to be done
24 and charge the entire cost and expense to OWNER, including interest
25 thereon at the maximum legal rate from the date of written notice
26 of said cost and expense, until paid.



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1 6. This AGREEMENT consisting of the burdens of constructing
2 and/or paying for the costs of said improvements is intended to run
3 with the land described in Exhibit "A" and is binding on the heirs,
4 successors and assigns of OWNER and the benefit is to run to the
5 successors and assigns of COUNTY. Any costs incurred by COUNTY in
6 its performance under Paragraphs 4 or 5 of this AGREEMENT shall
7 constitute a lien upon the property described in Exhibit "A".

8 7. In the event of litigation occasioned by any default by
9 OWNER, OWNER agrees to pay all costs involved, including reasonable
10 attorney's fees, and that the same shall become a part of the lien
11 against said real property.

12 8. OWNER will include in any sales agreement or transfer of
13 any interest in any part or the whole of the property, which is
14 covered by this AGREEMENT, the requirement that the Buyer/
15 Transferee assume the responsibilities set forth in this AGREEMENT,
16 as to the property and agrees to be subject to the terms and
17 conditions herein, as an heir, successor or assign of OWNER. OWNER
18 shall require the Buyer/Transferee to sign an acknowledged and
19 notarized statement substantially in the following form:

20 "Buyer/Transferee hereby acknowledges and assumes
21 all responsibility for the construction of frontage
22 improvements related to the property for which
23 Buyer/Transferee is acquiring an interest, in
24 accordance with the terms and conditions of
25 Agreement DFIA-95- 050 between San Joaquin
26 County and HAROLD ROUSE, Trustee, recorded as part

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1 of the Official Records of San Joaquin County."
2 This statement shall be delivered to the San Joaquin County
3 Director of Public Works prior to the transfer of any interest in
4 parcel covered by this AGREEMENT.
5 9. OWNER may execute a Secured Deferred Frontage and Roadway
6 Improvement Agreement at any time by depositing the estimated cost
7 of construction, as shown on Exhibit "B" (including engineering
8 costs and contingencies of twenty (20) percent, adjusted for any
9 increase in the Engineering News Record Construction Cost Index for
10 20 cities) into a trust account and rescinding this AGREEMENT.
11 10. The term of this AGREEMENT shall be five (5) years
12 commencing on the date of recordation of this AGREEMENT. Provided
13 however, this AGREEMENT shall continue for additional five (5) year
14 terms upon the expiration of the initial five (5) year term, in the
15 event that the Director of Public Works, or his designee gives
16 notice to OWNER or Buyer/Transferee of the parcel at least thirty
17 (30) days prior to the end of the initial five (5) year term and
18 thereafter prior to the end of the subsequent five (5) year terms,
19 that construction of the improvements are still necessary but are
20 not yet warranted. In no event shall the terms of this AGREEMENT
21 exceed twenty (20) years from the date this AGREEMENT is recorded.
22 Notice shall be considered effective for purposes of this clause
23 upon placing the notice in the United States mail, postage prepaid
24 and addressed to OWNER. For purposes of notice, OWNER'S address is
25 that listed below, unless OWNER so notifies COUNTY, in writing of a
26 change, for purpose of notice under this AGREEMENT.

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Harold Rouse

361 South Robertson Boulevard

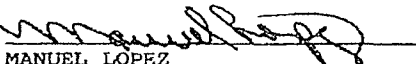
Beverly Hills, California 90211

11. In the event that there are any changes to the law which would make any part of this AGREEMENT invalid, that portion of the AGREEMENT shall be severed from the AGREEMENT and the remaining portions of the AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the date first above written.

FORM APPROVED FOR USE IN 1995
BY THE OFFICE OF COUNTY COUNSEL
RECOMMENDED FOR APPROVAL:

COUNTY OF SAN JOAQUIN, a
political subdivision of the
State of California


MANUEL LOPEZ
Deputy Director of Public Works

By Henry M. Hirata
HENRY M. HIRATA
Director of Public Works
San Joaquin County, California

"COUNTY"


HAROLD ROUSE, Trustee

"OWNER"

PS-53723.12

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STATE OF CALIFORNIA
COUNTY OF Los Angeles

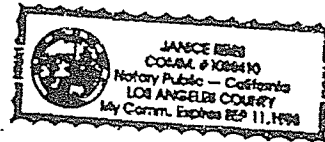
On Nov 3 1995, before me, JANICE REISS
Notary Public, personally appeared HAROLD ROUSE
~~and _____~~ [personally known to me] [proved to
me on the basis of satisfactory evidence] to be the person(s)
whose name(s) is/are subscribed to the within instrument, and
acknowledged to me that he/she/they executed 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.

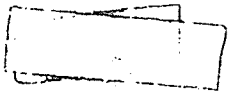
WITNESS my hand and official seal:

Janice Reiss
Notary Public in and for the
Above-Mentioned State and County

My commission expires: sep 11, 1998

(SEAL)





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STATE OF CALIFORNIA)
)
COUNTY OF SAN JOAQUIN) SS.

On November 10, 1995, before me, Jerry Violett,
Deputy County Clerk of the County of San Joaquin, personally
appeared HENRY M. HIRATA, Director of Public Works, personally
known to me to be the person whose name is subscribed to the
within instrument, and acknowledged to me that he executed the
same in his authorized capacity, and that by his signature on the
instrument the person, or the entity upon behalf of which the
person acted, executed the instrument.

WITNESS my hand and official seal:
JAMES M. JOHNSTONE
County Recorder/Clerk of the
County of San Joaquin
State of California



By: Jerry Violett
Deputy County Clerk

(SEAL)

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Page 1 of 2

EXHIBIT "A"

All that certain real property situated in the Southeast 1/4 of Section 25, Township 1 South, Range 6 East, M.D.B. & M., San Joaquin County, California, more particularly described as follows:

Commencing at the Section Corner common to Sections 25 and 36, Township 1 South, Range 6 East, and Sections 30 and 31, Township 1 South, Range 7 East, M.D.B. & M.; thence South 89°42'30" West, 2400.30 feet along the Section line common to Sections 25 and 36, Township 1 South, Range 6 East, M.D.B. & M., point of beginning of this description; thence North 2°27'45" West, 1500.00 feet; thence South 89°42'30" West, 150.00 feet to the easterly right of way line of the Western Pacific Railroad Company; thence North 2°27'45" West, 1150.60 feet along said railroad right of way line; thence North 89°42'30" East, 100.00 feet; thence North 2°27'45" West, 759.99 feet to the southwesterly right of way line of the Southern Pacific Company (Railroad); thence southeasterly along said railroad right of way line on a curve to the right having a radius of 5625.00 feet and a long chord which bears South 59°46'15" East, 1240.32 feet; thence continuing along the said railroad right of way line South 53°26'30" East, 598.63 feet to a 1-1/4 inch from Pipe; thence South 21°12' West, 959.66 feet to a Copperweld Survey Marker; thence South 0°21'30" East, 36.88 feet to a Copperweld Survey Marker; thence North 89°43' West, 125.10 feet to a Copperweld Survey Marker; thence South 0°15' East, 1490.95 feet to a 3/4 inch Iron Pipe at the intersection with the Section line common to Sections 25 and 36, Township 1 South, Range 6 East, M.D.B. & M.; thence South 89°42'30" West, 870.67 feet along said Section line to the point of beginning. Containing 80.75 acres, more or less.

EXCEPTING THEREFROM, all that certain real property situated in the Southeast 1/4 of Section 25, Township 1 South, Range 6 East, M.D.B. & M., San Joaquin County, California, more particularly described as follows:

Beginning at a point on the south line of said Section 25 and on the centerline of Louise Avenue which bears South 89°42'30" West, 1509.63 feet from the corner common to Sections 25 and 36, Township 1 South, Range 6 East, and Sections 30 and 31, Township 1 South, Range 7 East, M.D.B. & M.; thence North 0°15' West, 30 feet to a 3/4 inch Iron Pipe; thence South 89°42'30" West, 890.67 feet to a 4" x 4" concrete monument and to the easterly right of way line of the Western Pacific Railroad Company; thence South 2°27'45" East, 30 feet, more or less, to the south line of said Section 25 and the centerline of Louis Avenue; thence along said south line North 89°42'30" East, 890.67 feet to the point of beginning. Containing 0.61 acre, more or less.

ALSO EXCEPTING from the above described parcel a strip of land 10 feet in width, 5 feet on each side of the centerline located Easterly from and parallel with the Easterly line of the South San Joaquin Irrigation District's right of way at a distance of approximately 20 feet, except along that portion of said South San Joaquin Irrigation District right of way, where its course changes in a Northwesterly direction. (Files show .529 acre; computation indicated area to be more nearly .798 acre.)

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Page 2 of 2

Said centerline of said 10-foot strip of land is more particularly described as follows:

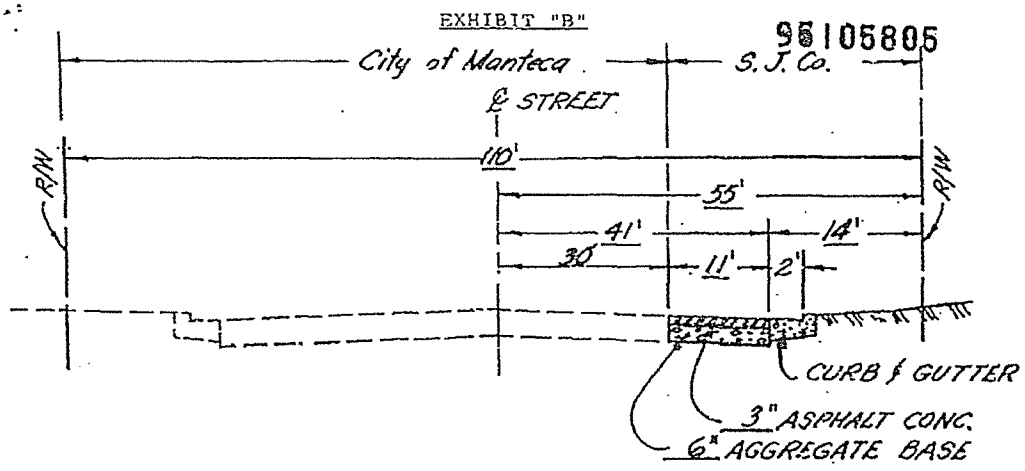
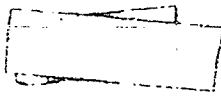
Beginning at a point on the Section line between Sections 25 and 36, Township 1 South, Range 6 East, M.D.B. & M., San Joaquin County, which point is North 89°34' East, 3018.95 feet, more or less, from the Section corner common to Sections 25, 26, 35 and 36, Township 1 South, Range 6 East, M.D.B. & M.; thence North 2°34' West, 1227 feet, more or less; thence North 29°51' West, 329.1 feet, more or less; thence North 2°34' West, 1920 feet, more or less, to a point in the Southerly line of the Southern Pacific Company's right of way.

FURTHER EXCEPTING from the above described parcel any portion lying within the 200 foot Congressional Grant of the Southern Pacific Railroad Company, lying along the Northeasterly side of said parcel.

SUBJECT to an easement 100 feet wide over those premises adjacent to the East line of the Western Pacific Railroad Company right of way for drainage canal as granted to South San Joaquin Irrigation District by Deed dated January 15, 1916, and recorded January 16, 1917, in Book "A" of Deeds, Volume 292, page 254, San Joaquin County Records. (Files show 6.384 acres, more or less.)

FURTHER SUBJECT to a right of way to install guys and anchors within 20 feet of the centerline of that certain right of way conveyed to the Pacific Telephone and Telegraph Company by Deed recorded June 29, 1928, in Book of Official Records, San Joaquin County, Volume 248, page 167, together with rights of ingress and egress over and across said premises to said right of way, together with certain agreements against the erection and maintenance of additional pole lines as set forth in said Deed.

AND FURTHER SUBJECT to all existing easements for roads, highways, canals and other purposes now of record.



LENGTH OF FRONTAGE = 870[±]

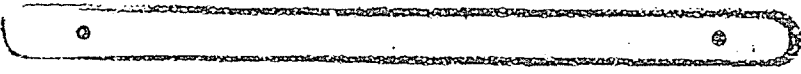
LOUISE AVENUE ROAD IMPROVEMENTS
(TYPICAL SECTION)
NOT TO SCALE

COST ESTIMATE:

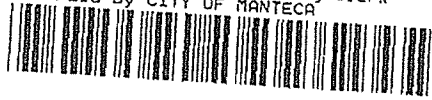
Item	Quantity	Unit Cost	Amount
Roadway Excavation	272 C.Y.	\$ 8.00/C.Y.	\$ 2,176.00
Subgrade Preparation	9,792 S.F.	0.25/S.F.	2,448.00
Asphalt Concrete	182 Tons	35.00/Ton	6,370.00
Aggregate Base	182 C.Y.	25.00/C.Y.	4,550.00
Curb and Gutter	860 L.F.	12.00/L.F.	10,320.00
Commercial Driveway	1 Each	1,000.00/Ea.	1,000.00
		Sub Total	\$ 26,864.00
T.I. = 8.0		Engineering and	
R-Val. = 60 (Assumed)		Contingencies (20%)	\$ 5,336.00
G.E. = 1.02'		Estimated Total Cost	\$ 32,200.00

Prepared by: P. Siskup

The Estimated Total Cost may be updated by adjusting to the Engineering Construction Cost Index as published by the Engineering News Record. (Present ENR Value is 5484 .)



DOC # 2003-273735
11/26/2003 11:34A Fee:NC
Page 1 of 55
Recorded in Official Records
County of San Joaquin
GARY W. FREEMAN
Assessor-Recorder-County Clerk
Paid by CITY OF MANTECA



WHEN RECORDED RETURN TO:

City of Manteca)
1001 W. Center Street)
Manteca, CA 95336)
Attention: Ms. JoAnn Tilton, City Clerk)

Exempt From Filing Fee Per Government Code Section 27383

STATEMENT OF COMMENCEMENT OF REDEVELOPMENT ACTIVITIES

NOTICE IS HEREBY GIVEN, pursuant to Section 33373 of the California Community Redevelopment Law (the "Community Redevelopment Law"), Health and Safety Code Section 33000, et seq., that on November 25, 2003, the City Council of the City of Manteca adopted Ordinance No. 1248 approving and adopting an Amendment (the "Amendment") to the Amended Redevelopment Plan (the "Plan") for the Merged Manteca Redevelopment Project (the "Project Area"). Ordinance No. 1248 is included herewith as Exhibit "A" and is incorporated herein by this reference.


The legal description and map of the territory to be added (the "Added Territory") to the Project Area by the Amendment, are attached herewith as Exhibit "B" and incorporated herein by this reference.

The Added Territory conditionally includes territory within the unincorporated portion of San Joaquin County (the "County Territory"). The legal description and map of the County Territory are attached herewith as Exhibit "C" and incorporated herein by this reference. The County Territory is excluded from the Project Area only if those conditions set forth in Ordinance No. 1248 occur. If the conditions set forth in Ordinance No. 1248 do not occur, then the County Territory as described in Exhibit "C" shall be deemed to be a part of the Added Territory.

Proceedings for redevelopment of the Added Territory have been instituted pursuant to the Community Redevelopment Law.

This document has been recorded with the County Recorder of San Joaquin County by the order of the City Council of the City of Manteca, California.

Dated: 11/25/03



JoAnn Tilton, City Clerk
City of Manteca

Attachments

SOC.v02.doc

EXHIBIT A

ORDINANCE NO. 1248



2003-273735
11/26/2003 11:34R
2 of 55

ORDINANCE NO. 1248

AN ORDINANCE OF THE CITY OF MANTECA, CALIFORNIA,
APPROVING AND ADOPTING AN AMENDMENT TO THE EXISTING
AMENDED REDEVELOPMENT PLAN FOR THE MERGED MANTECA
REDEVELOPMENT PROJECT

THE CITY COUNCIL OF THE CITY OF MANTECA HEREBY ORDAINS AS
FOLLOWS:

Section 1. The City Council of the City of Manteca (the "City Council") and the Manteca Redevelopment Agency (the "Agency") are undertaking proceedings to adopt an amendment (the "Amendment") to the existing Amended Redevelopment Plan (the "Plan") for the Merged Manteca Redevelopment Project (the "Merged Project") to add territory (the "Added Territory") to the Merged Project.

Section 2. The Added Territory includes certain property located outside of the City's incorporated limits, and within unincorporated San Joaquin County territory (the "County Territory"), consistent with the authority provided under Health and Safety Code section 33213, unless the County Territory is excluded from the Added Territory pursuant to the terms of Sections 3 and 10 below.

Section 3. By adoption of its Resolution No. R2003-455, the City Council approved exclusion of the County Territory from the Added Territory, but only (i) in the event the Board of Supervisors of the County of San Joaquin (the "Board of Supervisors") does not adopt an ordinance authorizing the redevelopment of the County Territory by the Agency pursuant to Health and Safety Code Section 33213 on or before December 8, 2003 (the "County Ordinance") or (ii) in the event that such County Ordinance fails to become effective within thirty (30) days of its passage.

Section 4. The Plan, as amended by the Amendment (the "Amended Plan") to include the Added Territory, as it may be modified pursuant to Section 10 below, which Amended Plan is on file with the City Clerk of the City of Manteca, is hereby incorporated by reference.

Section 5. As established in the Amendment, the purposes and intent of the City Council with respect to the territory included in the boundaries of the Merged Project (consisting of the Manteca Redevelopment Project No. 1, the redevelopment plan for which was adopted by City Council Ordinance No. 750 on December 15, 1986 and Manteca Redevelopment Project No. 2, the redevelopment plan for which was adopted by City Council Ordinance No. 984 on December 20, 1993, which Project No. 1 and Project No. 2 redevelopment plans were merged by an amendment approved and adopted by City Council Ordinance No. 1124 on November 15, 1999) and the Added Territory (collectively, the "Project Area") are to eliminate the conditions of blight existing in the Project Area, including the Added Territory, and to prevent the recurrence of blighted conditions within the Project Area, including the Added Territory by undertaking all appropriate redevelopment actions pursuant to the Community Redevelopment Law (Health and Safety Code Sections 33000 *et seq.*) (the "CCRL") including, but not limited to,



providing public infrastructure, community facilities, low/moderate income housing, land assembly and economic development.

Section 6. As warranted by the Amendment, and based upon the record of the joint public hearing on the Amendment, and the various reports and other information provided to the Planning Commission, the Agency and the City Council, including but not limited to, the Agency's Report to the City Council prepared in connection with the Amendment, and the Agency's Supplemental Report prepared in connection with the conditional exclusion of the County Territory from the Added Territory, the City Council hereby finds and determines that:

A. The Added Territory is a blighted area, which constitutes physical and economic liabilities, the redevelopment of which is necessary to effectuate the public purposes declared in the CCRL. The Added Territory is characterized by a combination of conditions which are so prevalent and so substantial that it causes a reduction of, and lack of, proper utilization of the area to such an extent that it constitutes a serious physical and economic burden on the community which cannot be expected to be reversed or alleviated by private enterprise or governmental action, or both, without redevelopment. By its Ordinance No. 750, adopted on December 15, 1986, and its Ordinance No. 984, adopted on December 20, 1993, the City Council finally and conclusively determined that the territory included within the boundaries of Project Area No. 1 and Project area No. 2, respectively, are blighted areas.

B The Amended Plan would redevelop the Project Area, including the Added Territory, in conformity with the CCRL and in the interests of the public peace, health, safety and welfare. The implementation of the Amended Plan, will assist in the elimination of conditions of blight within the Project Area, including the Added Territory, and prevent their reoccurrence. The Amended Plan provides for the installation and construction of public improvements and community facilities. The Amended Plan also provides for the rehabilitation of public and private structures, provision of low- and moderate-income housing and economic development. These improvements and programs are essential to encouraging private investment and eliminating the conditions of blight in the Project Area, including Added Territory, and preventing their reoccurrence.

C. The adoption and carrying out of the Amended Plan is economically sound and feasible. Under the Amended Plan the Agency will be authorized to seek and utilize a variety of potential financing resources, including property tax increment revenues; the nature and timing of redevelopment activities will depend on the amount and availability of such financing resources, including tax increment revenue generated in the Project Area; no redevelopment activity will be undertaken unless the Agency can demonstrate that it has adequate revenue to finance the activity; and sufficient public and private financial resources, when taken together with tax increment revenue, will be available to carry out the proposed redevelopment activities of the Agency. The Agency will issue its tax increment bonds or other obligations payable from tax increment revenues only when such revenues are projected to be available to the Agency in amounts sufficient to pay for the principal of and interest on such bonds and other obligations. In addition, there are available to the Agency other methods of financing its redevelopment activities, including but not limited to bonds issued pursuant to Health and Safety Code Section 33750 or Section 33641(d). The Agency may receive financial assistance from the County of San Joaquin, State of California, the federal government, and any other public agency. As available, other funds also may be used to pay the costs of the Agency's



redevelopment activities, including but not limited to, a variety of Federal and State programs through which loans or grants to the Agency would be possible.

D. The Amended Plan conforms to the General Plans of the City of Manteca and the County of San Joaquin, including, but not limited to the General Plans' respective Housing Elements, which substantially comply with the requirements of Article 10.6 (commencing with Section 65580) of Chapter 3 of Division 1 of Title 7 of the Government Code, as set forth in the findings of the City's Planning Commission in its Resolution No. 1083 adopted on October 14, 2003, and its Resolution No. 1086, adopted on November 17, 2003. The Amended Plan proposes land uses and public improvements contemplated by the General Plans and the goals and objectives of such General Plans.

E. The carrying out of the Amended Plan would promote the public peace, health, safety, and welfare of the City of Manteca, and would effectuate the purposes and policies of the CCRL. The implementation of the Amended Plan will assist in the elimination of conditions of blight within the Project Area, including the Added Territory. The Amended Plan provides for the installation and construction of public improvements and community facilities. The Amended Plan also provides for the rehabilitation of public and private structures, provision of low- and moderate-income housing and economic development.

F. With respect to the Added Territory, the condemnation of real property is not necessary to the execution of the Amended Plan. Although the completion of the proposed public improvements may involve real property acquisition, no real property within the Added Territory will be condemned by the Agency to complete such public improvements unless the Amended plan is subsequently amended to expressly allow condemnation.

G. Although the Agency intends to accomplish all redevelopment pursuant to the Amended Plan with as little displacement of families and persons as possible, the Agency has a feasible method or plan for the relocation of families and persons displaced from the Project Area, including the Added Territory, if the Amended Plan may result in the temporary or permanent displacement of any occupants of housing facilities in the Project Area, including the Added Territory. The Agency has adopted a method of relocation for the Project Area which incorporates the California Relocation Assistance and Real Property Acquisition Guidelines.

H. If any displacement occurs as the result of implementation of the Amended Plan there are, or shall be provided, in the Project Area, including the Added Territory, or in other areas not generally less desirable in regard to public utilities and public and commercial facilities and at rents or prices within the financial means of the families and persons who may be displaced from the Project Area, decent, safe, and sanitary dwellings equal in number to the number of and available to such displaced families and persons and reasonably accessible to their places of employment.

I. Families and persons shall not be displaced prior to the adoption of a relocation plan pursuant to the Health and Safety Code Sections 33411 and 33411.1. Dwelling units housing persons and families of low or moderate income shall not be removed or destroyed prior to the adoption of a replacement housing plan pursuant to Health and Safety Code Sections 33334.5, 33413 and 33413.5. The Agency has adopted a method of relocation for the Project Area, including the Added Territory, which incorporates the California Relocation Assistance and Real Property Acquisition Guidelines. The method provides that no persons or families of



low and moderate income shall be displaced unless and until there is a suitable housing unit available and ready for occupancy by such displaced person or family at rents comparable to those at the time of their displacement.

J. All noncontiguous areas of the Added Territory are either blighted or necessary for effective redevelopment and are not included for the purpose of obtaining the allocation of taxes from such area pursuant to Health and Safety Code Section 33670 without other substantial justification for their inclusion.

K. Inclusion of lands, buildings, or improvements which are not detrimental to the public health, safety, or welfare is necessary for the effective redevelopment of the area of which they are a part; any such area included is necessary for effective redevelopment and is not included for the purpose of obtaining the allocation of tax increment revenues from such area pursuant to Section 33670 of the CCRL without other substantial justification for its inclusion. Any such lands, buildings or improvements are an integral part of the Added Territory and their proximity to substandard lands, buildings or improvements requires their inclusion within the Added Territory to ensure proper and comprehensive planning and redevelopment. Since conditions of blight, including substandard structures and inadequate public improvements, are prevalent throughout the Added Territory, it is not feasible to exclude the lands, buildings, or improvements which are not detrimental to the public health, safety and welfare.

L. The elimination of blight and the redevelopment of the Added Territory could not be reasonably expected to be accomplished by private enterprise acting alone without the aid and assistance of the Agency. Public improvements must be constructed to assist in the elimination of the conditions of blight in the Added Territory. The extent of the required public improvements cannot be accomplished by private enterprise acting alone. The detrimental conditions of inadequate infrastructure greatly impede the Added Territory's proper utilization and its ability to develop and address conditions of blight. Further, conditions of blight will not be eliminated in the Added Territory by private enterprise acting alone. Without Agency involvement, the Added Territory will continue to be at a competitive disadvantage vis-à-vis other locations for the reasons described in this paragraph.

M. The Added Territory is predominately urbanized, as defined by subdivision (b) of Section 33320.1 of the Health and Safety Code.

N. The time limitations and limitation on the number of dollars to be allocated to the Agency that are contained in the Amended Plan with respect to the Added Territory are reasonably related to the proposed projects to be implemented in the Added Territory, including the Added Territory, and are reasonably related to the ability of the Agency to eliminate blight within the Project Area, including the added territory.

O. Based upon the record of the joint public hearing held on the Amendment and the various reports and other information provided to the City Council, the City Council is satisfied that permanent housing facilities will be available within three years from the time occupants of the Added Territory may be displaced and that pending the development of such facilities, there will be available to such occupants who may be displaced adequate temporary housing facilities at rents comparable to those in the City of Manteca and in the County of San Joaquin, as applicable, at the time of their displacement.

Section 7. The Amendment is hereby approved and adopted and is hereby designated as an official amendment to the Plan.

Section 8. The Amended Plan is hereby approved and adopted and is hereby designated as the official redevelopment plan for the Merged Manteca Redevelopment Project, as amended to include the Added Territory.

Section 9. The City Clerk is hereby authorized and directed to certify to the passage of this Ordinance by the City Council and shall cause it to be published as required by law.

Section 10. In the event the Board of Supervisors does not adopt the County Ordinance on or before December 8, 2003 or, in the event that such County Ordinance fails to become effective within thirty (30) days of its passage, the approvals set forth in this Ordinance shall remain valid as to the Added Territory, exclusive of the County Territory, and the Amended Plan shall be deemed modified to conform to the exclusion of the County Territory from the Added Territory without further action of the City Council and the City Council hereby confirms each of the findings set forth herein with respect to the Project Area and the Added Territory in the event that the County Territory is excluded from the Added Territory.

Section 11. The City Council hereby authorizes and directs Agency and City officers and staff to take any and all actions necessary or appropriate to implement the provisions of this Ordinance.

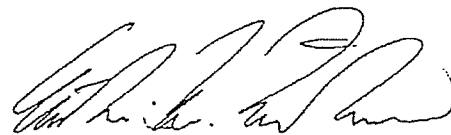
Section 12. If any section, subsection, sentence, clause or phrase of this Ordinance or the Amended Plan which it approves is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance or Amended Plan. The City Council hereby declares that it would have passed this Ordinance and approve the Amended Plan and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

DATED: November 25, 2003

ROLL CALL:

AYES: Councilmembers Hernandez, DeBrum, Snyder and Weatherford
NOES: Councilman Harris
ABSENT: None
ABSTAIN: None
ATTEST:


JOANN TILTON, CMC
CITY CLERK


WILLIE W. WEATHERFORD
MAYOR

CERTIFICATE

I, JOANN TILTON, CITY CLERK of the City of Manteca, do hereby certify that Ordinance No. 1248 was INTRODUCED at the adjourned regular meeting of the Manteca City Council held the



ORDINANCE NO. 1248
PAGE NO. 6

17th day of November, 2003 and was thereafter PASSED, ADOPTED AND ORDERED TO PRINT at the adjourned regular meeting of the Manteca City Council held the 25th day of November, 2003.


JOANN TILTON
CITY CLERK



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EXHIBIT B

**LEGAL DESCRIPTION AND
MAP OF THE ADDED
TERRITORY**



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**MANTECA
REDEVELOPMENT AGENCY**

**AMENDMENT TO THE MANTECA MERGED
REDEVELOPMENT PROJECT**

(City of Manteca)



**LEGAL DESCRIPTIONS
AND
MAPPING**

**MARCH, 2003
(REVISED 11-17-03)**

**PREPARED BY:
CITY OF MANTECA
PUBLIC WORKS DEPARTMENT**



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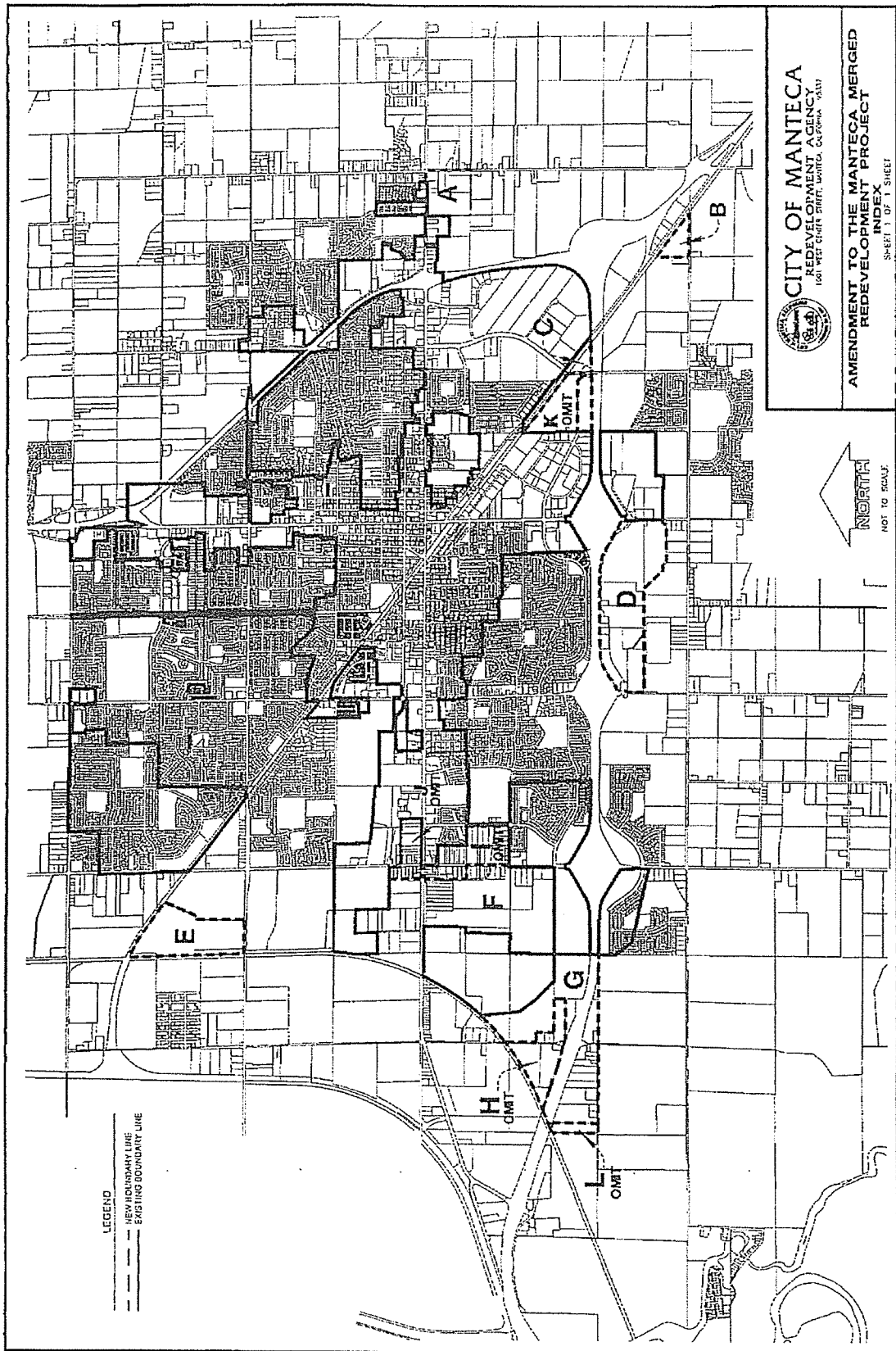
MANTECA REDEVELOPMENT AGENCY
AMENDMENT TO THE MANTECA MERGED
REDEVELOPMENT PROJECT
CITY OF MANTECA
SAN JOAQUIN COUNTY, CALIFORNIA

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CITY OF MANTECA
REDEVELOPMENT AGENCY
1001 WEST CHURCH STREET, MANTECA, CALIFORNIA 95231

**AMENDMENT TO THE MANTECA MERGED
REDEVELOPMENT PROJECT
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MAP

MANTECA REDEVELOPMENT AGENCY
AMENDMENT TO THE MANTECA MERGED
REDEVELOPMENT PROJECT

CITY OF MANTECA
SAN JOAQUIN COUNTY, CALIFORNIA

LEGAL BOUNDARY DESCRIPTIONS

SUB-AREA "A"

A portion of Sections Thirty-four (34) and Thirty-five (35), Township One (1) South, Range Seven (7) East, and Sections Two (2) and Three (3) of Township Two (2) South, Range Seven (7) East, Mount Diablo Base and Meridian, in the City of Manteca, San Joaquin County, California, being more particularly described as follows:

Commencing at the section corner common to said Sections 34, 35, 2 and 3 as shown on map of Survey filed for record in Book 25 of Surveys, at Page 15, San Joaquin County Records; thence Easterly 30.00 feet along the section line common to said Sections 35 and 2 and being on the centerline of Yosemite Avenue (State Highway Route 120), (60 feet wide) to the northerly projection of the east line of Austin Road (60 feet wide) and the TRUE POINT OF BEGINNING; thence

1. South $01^{\circ} 07' 00''$ East 1342 feet, more or less, along said northerly projection and said east line of Austin Road to the easterly projection of the north line of said survey; thence
2. North $89^{\circ} 30' 10''$ West 1385.23 feet along said easterly projection and north line of said survey, being along the one-quarter one-quart ($1/4$, $1/4$) section line of said Section 3 to the southeast corner of parcel map filed for record in Book 8 of Parcel Maps, at Page 79, San Joaquin County Records; thence
3. North $01^{\circ} 10' 10''$ West 622.80 feet along the east line of said parcel map to the southeast corner of Parcel "A" of said parcel map and being on the existing City of Manteca Redevelopment Project Boundary; thence along said existing Redevelopment Project Boundary
4. North $01^{\circ} 10' 10''$ West 678.22 feet along said east line of parcel map to the northeast corner thereof and being on the south line of said Yosemite Avenue; thence



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5. South 89° 59' 30" East 1010.5 feet, more or less, along said south line of Yosemite Avenue to the southerly project of the west line of survey filed for record in Book 7 of Surveys, at Page 190, San Joaquin County Records; thence
6. North 01° 39' 30" West 60.02 feet along said southerly projection to the north line of said Yosemite Avenue; thence leaving said existing City Of Manteca Redevelopment Project Boundary
7. South 89° 59' 30" East 346.41 feet along said north line of Yosemite Avenue to section line common to said Sections 34 and 35; thence
8. North 89° 59' 37" East 30.32 feet to the northerly projection of said east line of Austin Road; thence
9. South 01° 07' East 30.01 feet along said northerly projection to the True Point of Beginning.

Containing 42.0 acres, more or less.



SUB-AREA "B"

A portion of Northeast One-quarter (N.E. 1/4) of Section Ten (10) Township Two (2) South, Range Seven (7) East, Mount Diablo Base and Meridian, in the City of Manteca, San Joaquin County, California, being more particularly described as follows:

Commencing at the center of said Section 10 and being on the centerline of Woodward Avenue (60 feet wide) as shown on Sheets "AA" and "BB" of survey filed for record in Book 28 of Surveys, at Page 129, San Joaquin County Records, the bearings and distances shown thereon being based on California Co-ordinate System Zone 3; thence North 01 12' 03" West 30.00 feet along the north-south one-quarter section line to the north line of said Woodward Avenue and the TRUE POINT OF BEGINNING; thence

1. North 01 12' 03" West 971.27 feet continuing along said one-quarter section line to the southwesterly right-of-way line of the Union Pacific Railroad (formerly Southern Pacific Railroad); thence
2. South 53 03' 36" East 1636.77 feet along said southwesterly right-of-way line to the north line of said Woodward Avenue; thence
3. North 89 26' 35" West 1304.66 feet along said north line of Woodward Avenue to the True Point of Beginning

Containing 14.7 acres, more or less.



SUB-AREA "C"

A portion of the East One-half (E.1/2) of Section Four (4), Township Two (2) South, Range Seven (7) East, Mount Diablo Base and Meridian, in the City of Manteca, San Joaquin County, California, being more particularly described as follows:

Commencing at the at the southwest corner of said E.1/2, being on the south right-of-way line of State Highway Route 120 as shown on survey filed for record in Book 28 of Surveys, at Page 129, San Joaquin County Records; thence North 2° 27' 00" West 255.20 feet along the west line of said E.1/2 to the north right-of-way line of said State Highway Route 120, also being the southwest corner of survey filed for record in Book 32 of Surveys, at Page 17, San Joaquin County Records, and being on the existing City of Manteca Redevelopment Project Boundary and the TRUE POINT OF BEGINNING; thence continue along said existing Redevelopment Boundary

1. North 2° 27' 00" West 437.87 feet along said west line of said E.1/2 and along the west line of said survey to the northwest corner thereof of said survey; thence leaving said existing Redevelopment Project Boundary
2. North 89° 34' 02" East 1550.34 feet along the north line of said survey; thence
3. South 40° 50' 48" east 318.23 feet along the north boundary of said survey and the southeasterly projection thereon to the west line of Spreckels Road (60 feet wide); thence
4. North 02° 08' 00" West 559.7 feet along said west line of Spreckels Road to the southerly right-of-way line of the Union Pacific Railroad; thence
5. North 54° 08' 00" West 2269.1 feet along said southerly right-of-way line to the west line of said E.1/2 of Section 4 and being on said existing Redevelopment Project Boundary; thence along said existing Redevelopment Project Boundary
6. Easterly 353 feet, more or less, traversing said Union Pacific Railroad right-of-way to a point in Moffat Boulevard (80 feet wide) being the southwest corner of Powers Park filed for record in Book 11 of Maps and Plats, at Page 126, San Joaquin County Records;
7. along a curve concave to the northeast from a radial bearing South 38° 25' West, have a radius of 1470 feet, a central angle of 2° 33' and an arc of 65.42 feet;
8. South 54° 08 East 1465.88 feet along the southerly line of said Power Park, being parallel with and 60 feet northwesterly (measured at right angles) of the southerly of said Moffat Boulevard to the southerly projection of the east line of Powers Homesites filed for record in Book 13 of Maps and Plats, at Page 128, San Joaquin County Records;



9. South 76.15 feet along said southerly projection, to the south line of said Moffat Boulevard; thence along said south line of Moffat Boulevard the following two (2) courses:
 10. South 54° 08' East 1335 feet, more or less;
 11. along a tangent curve concave to the southwest, having a radius of 2970 feet, a central angle of 6° 30' and a arc length of 337 feet, more or less, to the north right-of-way line of said State Highway Route 120 as shown on survey filed for record in Book 28 of Surveys, at Page 129, San Joaquin County Records, the bearings and distances shown thereon being based on California Co-ordinate System Zone 3; thence leaving said existing Redevelopment Project Boundary along said north right-of-way line of said State Highway Route 120 the following three (3) courses:
 12. South 89° 45' 26" West 334.16 feet
 13. South 87° 58' 06" West 800.77 feet
 14. South 89° 33' 24" West 2000.26 feet to the True Point of Beginning
- Containing 37.2 acres, more or less.



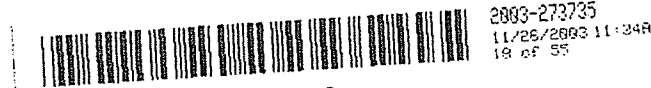
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SUB-AREA "D"

A portion of the North One-half (N.E.1/2) of Section Eight (8) of Township Two (2) South, Range Seven (7) East, Mount Diablo Base and Meridian, in the City of Manteca, San Joaquin County, California, being more particularly described as follows:

Commencing at the southeast corner of said N.1/2 of Section 8 as shown on survey, filed in Book 19 of Surveys, at Page 121, San Joaquin County Records and being the centerline intersection of Main Street (40 feet wide) and Woodward Avenue (60 feet wide); thence North 667.40 feet, along the east line of said N.1/2 of Section 8 and said centerline of Main Street to the easterly projection of the north line of Parcel "A" of said survey; thence North 89° 52' 23" West 20.00 feet along said easterly production to the west line of said Main Street; thence North 89° 52' 23" West 120.00 feet along said easterly projection and north line of Parcel "A" to the southwest corner of deed filed for recorded in Book 1830 of Official Records at Page 430, San Joaquin County Records, and being the TRUE POINT OF BEGINNING; thence

1. North 89° 52' 23" West 1212.4 feet along on the north line of said Parcel "A"; and north line of Parcels "B", "C" and "D" of said Survey to the northwest corner of said Parcel "D"; thence
2. North 89° 52' 23" West 15.00 feet along the westerly projection of said north line of Parcel D, to the centerline of Lateral "Ya" of the South San Joaquin Irrigation District as described in Book 2979 of Official Records, at Page 686, San Joaquin County Records; thence along said centerline of Lateral "Ya" the following three (3) courses:
 3. North 0° 26' 10" East 88.70 feet; thence
 4. North 89° 33' 00" West 195.00 feet; thence
 5. North 44° 29' 00" West 810.70 feet to the south line of Parcel 1 of land described in deed filed for record in Book 4299 of Official Records, at Page 235, San Joaquin County Records; and being on the one-quarter one-quarter section line of said Section 8; thence leaving said centerline of Lateral "Ya"
 6. Westerly along said one-quarter one-quarter section line to the east line of Union Road, 50 feet wide, as shown on survey filed for recorded in Book 28 of Surveys, at Page 129, San Joaquin County Records, the bearings and distances shown thereon being based on California Co-ordinate System Zone 3; thence along said west line of Union Road the following two (2) courses;
 7. North 0° 05' 20" East 501.45 feet, being parallel with and 25.00 feet east, measured at right angles, of the west line of said Section 8;



8. North 89° 58' 58" East 17.00 feet to the south right-of-way line of State Highway Route 120 as shown on said survey; thence along the south right-of-way line of said State Highway Route 120 the following twelve (12) courses:
 9. North 7° 47' 40" East 283.40 feet;
 10. North 58° 03' 56" East 737.21 feet;
 11. Along a tangent curve concave to the southeast, having a radius of 935.00 feet, a central angle of 27 44' 00" and a arc length of 452.58 feet;
 12. North 88° 25' 39" East 463.47 feet;
 13. North 89° 03' 05" East 185.48 feet;
 14. North 89° 58' 58" East 846.20 feet to the north one-quarter corner of said Section 8;
 15. North 89° 58' 48" East 887.02 feet;
 16. South 84° 59' 42" East 364.98 feet;
 17. Along a tangent curve concave to the southwest, having a radius of 935.00 feet, a central angle of 24° 07' 42", and an arc length of 393.75 feet;
 18. South 60° 52' 00" East 1053.95 feet;
 19. South 6° 33' 55" East 120 feet to the existing City of Manteca Redevelopment Project Boundary; thence along said existing Redevelopment Project Boundary
 20. South 6° 33' 55" East 81.42 feet to the intersection of the west line of said Main Street and the north line of Quintal Road; thence along said west line of Main Street the following five (5) courses:
 21. South 0° 51' 59" East 140.00 to the south line of said Quintal Road;
 22. South 0° 52' 00" East 121.22 feet;
 23. North 89° 59' 35" East 25.00 feet;
 24. South 213.14 feet;
 25. South 89° 53' 00" E 10.00 feet;
 26. South 547 feet, more or less, parallel with and 20.00 feet west of said east line of Section 8 to the northeast corner of said deed filed for record in Book 1830 of

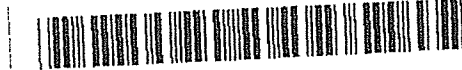


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Official Records at Page 430, San Joaquin County Records; thence leaving said existing Redevelopment Project Boundary

27. North 89° 52'53" West 100.00 feet along the north line of said deed to the northwest corner thereof; thence
28. South 103.00 feet along the west line of said deed to the True Point of Beginning.

Containing 168.0 acres, more or less.



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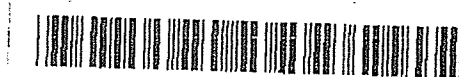
SUB-AREA "E"

A portion of the East One-half (E 1/2) of Section Twenty-five (25), Township One (1) South, Range Six (6) East, Mount Diablo Base and Meridian, in the City of Manteca, San Joaquin County, California, being more particularly described as follows:

Commencing at the southeast corner of said Section 25 as shown on survey recorded in Volume 10 of Surveys, at Page 180, San Joaquin County Records, and being the centerline intersection of Louise Avenue and Airport Way; thence South 89° 42' 30" West 1509.63 feet along the south line of said Section 25 and centerline of said Louise Avenue (60 feet wide) to the southerly projection of the east line of said survey; thence North 0° 15' West 30.00 feet along said southerly projection and east line of said survey to the north line of Louise Avenue and the TRUE POINT OF BEGINNING; thence

1. South 89° 42' 30" West 1041.44 feet along the north line of said Louise Avenue, parallel with and 30.00 feet northerly (measured at right angles) of said south line of Section 25, to the east right-of-way line of the Western Pacific Railroad; thence
2. North 2° 27' 45" West 3435 feet, more or less, along said east right-of-way line to the intersection with the southerly right-of-way line of said Union Pacific Railroad; thence
3. along a curve concave to the southwest having a radius of 5623.0 feet and a arc length of 1353 feet, more or less, along said southerly right-of-way line; thence
4. South 53° 26' 30" East 598.63 feet along said southerly right-of-way line to the northeast corner of said survey; thence
5. South 21° 12' West 959.66 feet along the easterly line of said survey; thence
6. South 0° 21' 30" East 36.88 feet along said easterly line of survey; thence
7. North 89° 43' West 125.10 feet along said easterly line of survey; thence
8. South 0° 15' East 1490.95 feet along said easterly line of survey to the true point of beginning.

Containing 87.0 acres, more or less.



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SUB-AREA "F"

A portion of the South One-half (S.1/2) of Section Thirty-six (36), Township One (1) South, Range Six (6) East, Section One (1) Township Two (2) South, Range Six (6) East and Section Six (6), Township Two (2) South, Range Seven (7) East, Mount Diablo Base and Meridian, in the City of Manteca, San Joaquin County, California, being more particularly described as follows:

Commencing at the northeast corner of said Section 1 common with the southeast of said Section 36; thence Westerly 40 feet along the section line common with said Section 1 and 36 to the northerly projection of the west line of Airport Way (80 feet wide), being on the existing City of Manteca Redevelopment Project Boundary and the TRUE POINT OF BEGINNING; thence along said existing Redevelopment Project Boundary

1. Southerly 70 feet, more or less, along said northerly projection to the south line of Yosemite Avenue (100 feet wide); thence leaving said existing Redevelopment Project Boundary
2. Westerly 422 feet, more or less, along said south line of said Yosemite Avenue to the most easterly line of that certain tract of land described as Parcel II by deed recorded in Instrument No.79077216, San Joaquin County Records, thence
3. South 476 feet, more or less, along the easterly line of said deed to the north line of parcel map recorded in Book 3 of Parcel Maps, at Page 13, San Joaquin County Records; thence
4. South 89° 42' 30" West 24.0 feet along the north line of said parcel map to the northwest corner thereof; thence
5. South 383.00 feet along the west line of said parcel map to the southwest corner thereof; thence
6. North 89° 42' 30" East 45.84 feet along the south line of said parcel map to the northwest corner of parcel map recorded in Book 10 of Parcel Maps, at Page 39, San Joaquin County Records; thence
7. South 1° 06' 00" East 395.28 feet along the west line of said parcel map to the northwest corner of Parcel "D" of said parcel map; thence
8. North 89° 42' 30" East 472.57 feet along the north line of said Parcel "D" and the easterly projection thereon to the east line of Airport Way; thence along the east line of said Airport Way the following four (4) courses:
9. South 1150 feet, more or less, parallel with and 40.00 feet easterly (measured at right angles) of the west line of said Section 6 to the westerly projection of the north



line of survey recorded in Book 21 of Surveys, at Page 6, San Joaquin County Records;

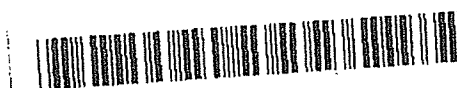
10. North 89° 42' 30" East 2.00 feet along said westerly projection to the northwest corner of said survey;
11. South 0° 07' East 87.07 feet parallel with and 42.00 feet easterly (measured at right angles) of the west line of said Section 6;
12. South 45° 12' 03" East 46.60 feet to the north line of Wawona Street (45 feet wide) (formerly Fishback Road) and being on said existing Redevelopment Project Boundary; thence along said existing Redevelopment Project Boundary
13. South 89° 43' West 114.94 feet along the westerly projection of said north line of Wawona Street to the west line of said Airport Way; thence
14. South 0° 07' East 1363.8 feet along said west line of Airport Way parallel with and 40.00 feet westerly (measured at right angles) of the east line of said Section 1 to the southeast corner of that certain 39.34 acre parcel as shown on survey recorded in Volume 5 of Book of Surveys, at Page 317, San Joaquin County Records; thence
15. South 89° 39' 50" West 2613.7 feet along said south line of said survey to the southwest corner thereof, being on the north-south one-quarter section line of said Section 1; thence
16. North 0° 06' 20" West 1325.8 feet along the west line of said survey to the northwest corner of the 38.65 acre parcel of said survey, being the center of said Section 1 and being on the south line of survey filed for record in Book 12 of Surveys, at Page 109, San Joaquin County Records; thence along the south and east line of said survey the following four (4) courses:
 17. North 89° 48' 10" East 610.4 feet;
 18. North 0° 06' 20" West 1323.75 feet;
 19. North 89° 54' 05" East 188.5 feet;
 20. North 0° 02' 45" West 1253.25 feet to the northeast corner thereof and being on the south line of said Yosemite Avenue; thence
21. South 89° 59' 30" West 1489.51 feet along the north line of said survey and said south line of Yosemite Avenue to the northwest corner of said survey and being on the easterly right of way line of the Western Pacific Railroad; thence leaving said existing Redevelopment Project Boundary; thence



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22. along said easterly right of way line along a curve concave to the northwest, having a radius of 6925 feet and an arc length of 2160 feet, more or less, to the west line of Creamland Tract No. 3 filed in Volume 6 of Maps and Plats, Page 53, San Joaquin County Records and being on said existing Redevelopment Project Boundary; thence along said existing Redevelopment Project Boundary; thence
23. South 2° 35' East 692.2 feet to the southwest corner of lot 9 of said Creamland Tract No 3; thence
24. North 89° 37' East 647.5 feet along the south line of said Lot 9 to the west line of Swanson Road, (40 feet wide); thence
25. North 2° 43' West 660 feet along said west line of Swanson Road to the south line of Lot 8 of said Creamland Tract No.3; thence
26. North 89° 37' East along the south line of said Lot 8 to the southeast corner thereof and being the northeast corner of Lot 7 of said Creamland Tract No. 3; thence
27. South 2° 43' East 990 feet along the east line of said Lot 7 and east line of Lot 6 of said Creamland Tract No. 3 to the northwest corner of Lot 4 of said Creamland Tract No.3; thence
28. North 89° 37' East 880 feet along the north line of said Lot 4 and north line of Lot 3 of said Creamland Tract No.3 to the northeast corner thereof; thence leaving said existing Redevelopment Project Boundary
29. South 2° 43' East 960 feet, more or less, along the east line of said Lot 3 to the north line of said Yosemite Avenue; thence
30. Easterly 400 feet, more or less, along said north line of Yosemite Avenue to the northerly projection of said west line of Airport Way; thence
31. Southerly 30 feet, more or less to the True Point of Beginning.

Containing 271.4 acres, more or less



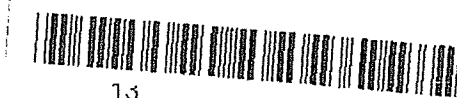
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SUB-AREA "G"

A portion of the West One-half (W.1/2) of Section One (1) and East One-half (E.1/2) of Section Two (2), Township Two (2) South, Range Six (6) East, Mount Diablo Base and Meridian, in the City of Manteca, County of San Joaquin, California, being more particularly described as follows:

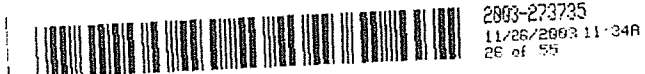
Commencing at the at the southeast corner of said Section 2 common with the southwest corner of said Section 1, being the intersection of the centerline of McKinley Avenue (45 feet wide) and the easterly projection of the south line of Bronzan Road and the TRUE POINT OF BEGINNING; thence

1. South 89° 49' 45" West 2359 feet, more or less, along said easterly projection and south line of Bronzan Road to the southwest corner of that certain parcel map filed for record in Book 12 of Parcel Maps, at Page 170, San Joaquin County Records; thence
2. North 0° 13' 18" West 1360.76 feet along the west line of parcel map to the northwest corner thereof and being on the south line of State Highway Route No. 120 as shown on State of California survey filed for record in Book 28 of Surveys, at Page 129, San Joaquin County Records, the bearing and distances shown thereon being based on California Coordinate System Zone 3; thence
3. North 71° 08' 26" West 187.33 feet along said south line of State Highway Route No. 120 to the southeasterly line of the Western Pacific Railroad right-of-way; thence
4. North 67° 28' 07" East 604.97 feet along said southeasterly right-of-way line of the Western Pacific Railroad to the north line of said State Highway Route No. 120; thence along said north right-of-way of State Highway Route No. 120 the following three (3) courses:
5. South 71° 08' 26" East 686.89 feet;
6. South 70° 44' 30" East 688.08 feet;
7. South 75° 29' 33" East 600.52 feet to the west line of said McKinley Avenue; thence traversing said McKinley Avenue
8. South 72° 17' 46" East 103.75 feet; thence
9. South 66° 41' 30" East 40.85' to the most westerly corner of land deeded to the City of Manteca recorded in Book 3856 of Official Records, at Page 451, San Joaquin County Records; thence leaving said California Coordinate System Zone 3 along the northerly and westerly line of said City of Manteca land the following two (2) courses:



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10. South 89° 42' 05" East 1196.88;
11. North 0° 20' 11" East 338.55 to the northwest corner thereof, and being on the south line of said survey filed in Book 11 of Surveys, at Page 47; thence along the south and west line of said survey the following six (6) courses:
 12. South 89° 51' 10" West 1001.50 feet;
 13. North 0° 02' West 540 feet;
 14. South 89° 51' West 302.67 feet to the east line of McKinley Avenue;
 15. North 0° 02' West 783.95 feet along said east line of McKinley Avenue to the east-west one-quarter section line of said Section 1;
 16. North 0° 14' 50" West 130.48 feet along said east line of McKinley Avenue to the easterly line of the Western Pacific Railroad (formerly Western Pacific Railroad) as shown on said survey, being northwest corner of said survey; thence along said easterly line of the Western Pacific Railroad,
 17. along a curve concave to the northwest, having a radius of 6925 feet, a central angle of 8° 43' 07", an arc length of 1053.80 feet and a chord bearing North 46° 54' 20" East 1052.81 feet, to the centerline of the French Camp Drainage Ditch as shown on said survey and being on the existing City of Manteca Redevelopment Project Boundary; thence along said centerline of the French Camp Drainage Ditch and along said existing Redevelopment Project Boundary, traversing said survey the following four (4) courses:
 18. South 6° 11' 20" East 851.93 feet;
 19. South 6° 42' 30" East 287.41 feet;
 20. South 37° 26' 50" East 571.65 feet;
 21. South 45° 35' 50" East 832.88 feet to the south line of said survey; thence
 22. North 89° 51' 10" East 792.85 feet along said south line of survey to the southeast corner thereof and being on the north-south one-quarter section line of said Section 1; thence continue along said existing Redevelopment Project Boundary
 23. South 0° 06' 20" East 1071.19 feet along said north-south one-quarter section line to the north right-of-way line of said State Highway Route 120, the bearing and distances shown thereon being based on California Coordinate System Zone 3; thence leaving said existing Redevelopment Project Boundary



24. South 0° 06' 20" East 254.88 feet to south one-quarter corner of said Section 1 and being on the south right-of-way line of said State Highway Route 120; thence
25. North 89° 42' 05" West 2650.53 feet along the south line of said Section 1 to the True Point of Beginning.

Containing 187.8 acres, more or less.



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SUB-AREA "H"

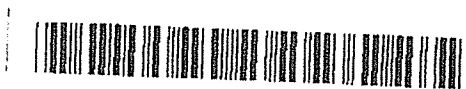
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SUB-AREA "I"

"OMITTED"



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11/26/2003 11:34A
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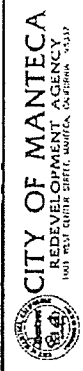
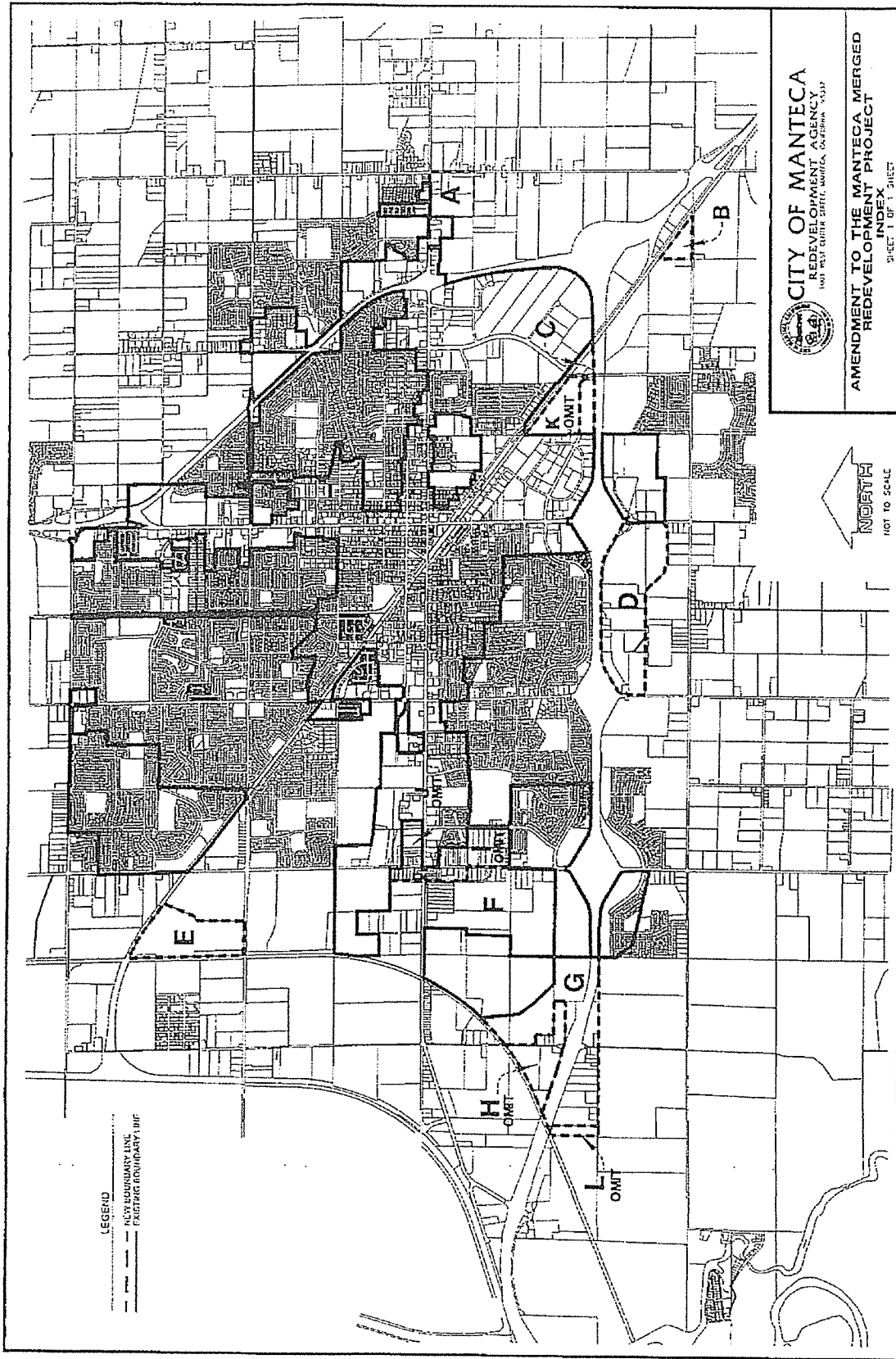
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2063-273755
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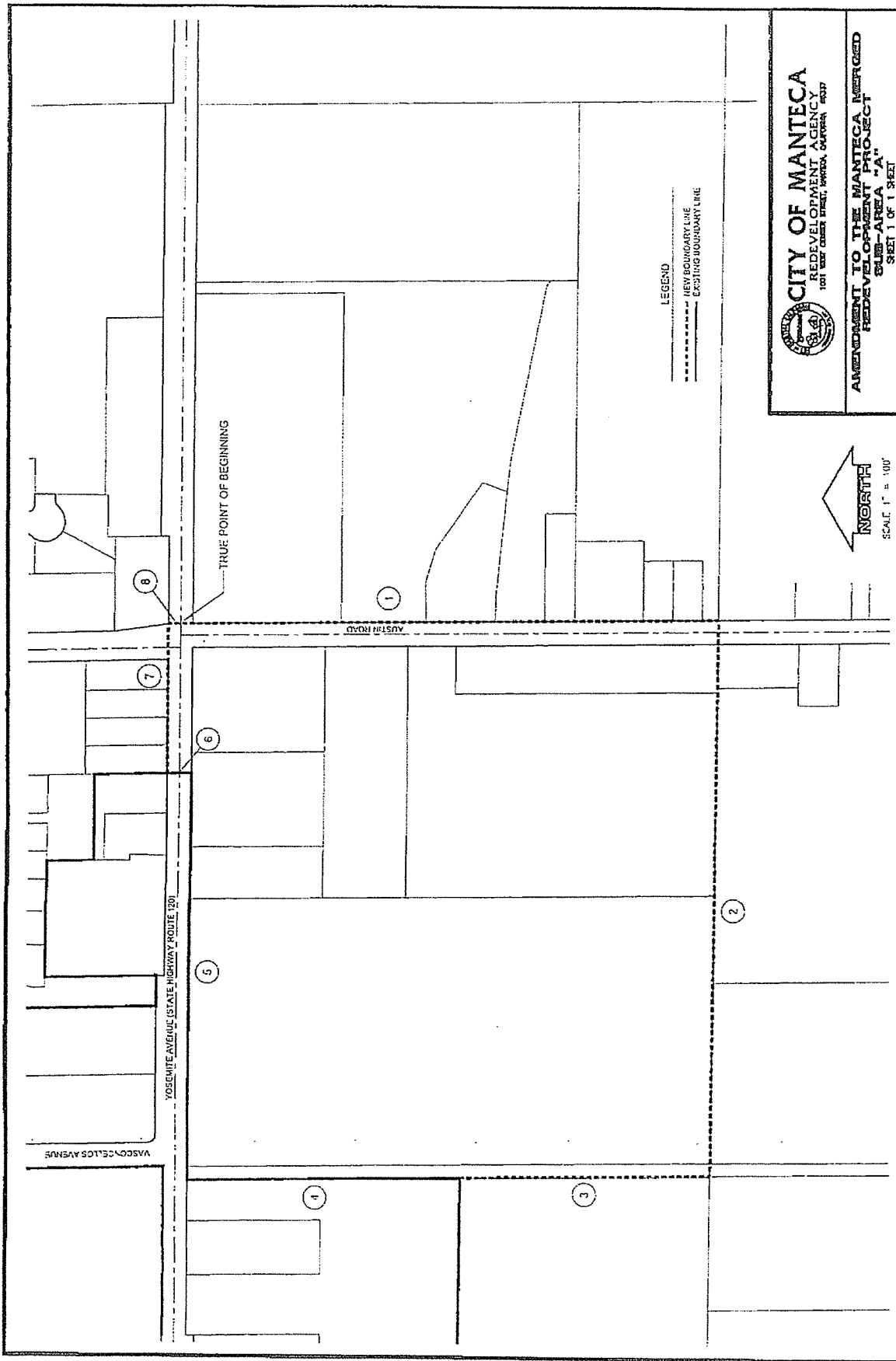



CITY OF MANTECA
REDEVELOPMENT AGENCY
1001 WEST CENTER STREET, MANTECA, CALIFORNIA 95237

**AMENDMENT TO THE MANTECA MERGED
REDEVELOPMENT PROJECT
INDEX**
SHEET 1 OF 1 SHEET

MAP

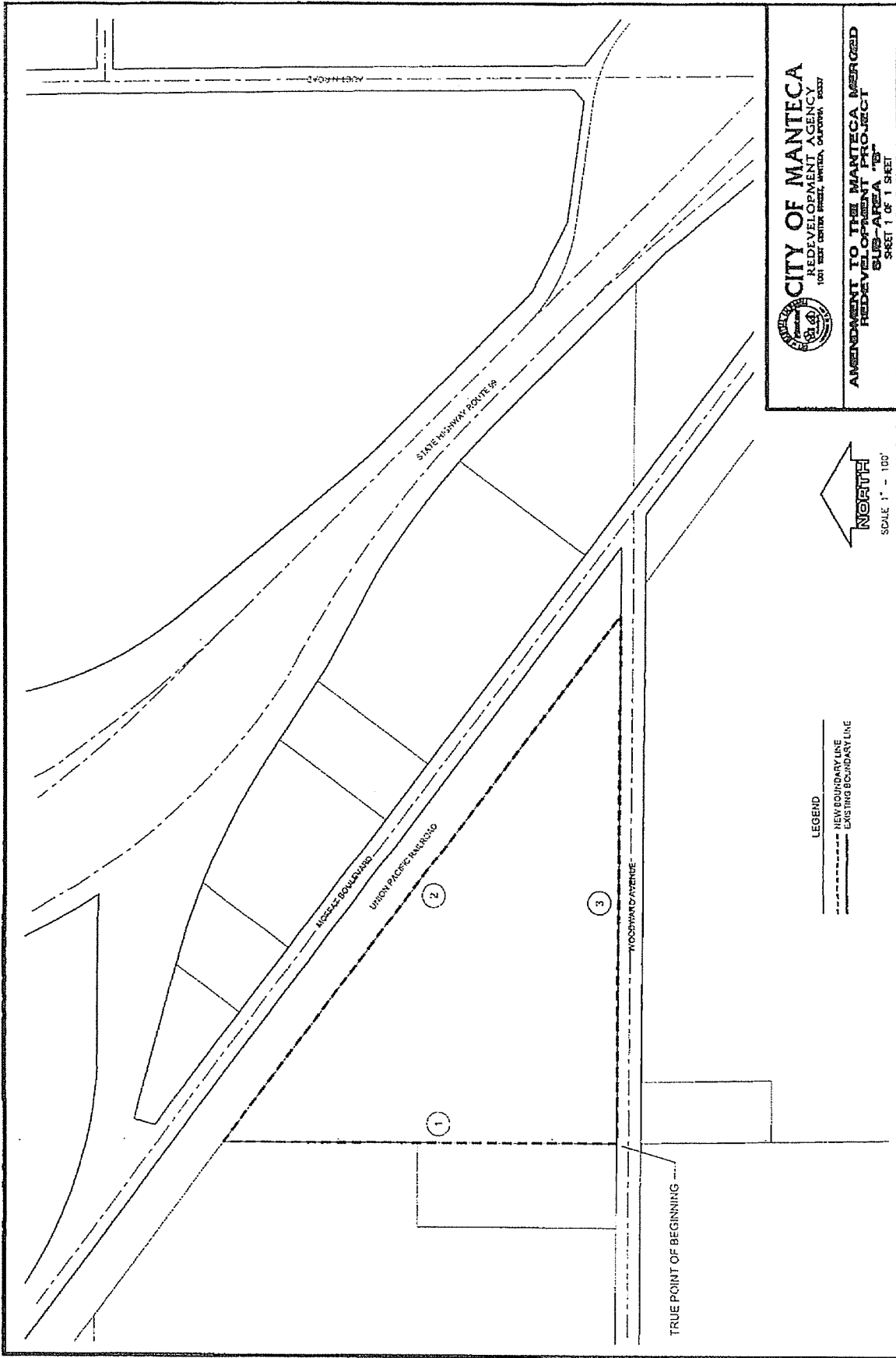
2003-273735
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**CITY OF MANTECA**
PLANNING DEPARTMENT
1001 EAST OAKS STREET, MANTECA, CALIFORNIA 95237

**AMENDMENT TO THE MANTECA METROGED
DEVELOPMENT PROJECT
SUB-AREA "A"**
SHEET 1 OF 1 SHEET

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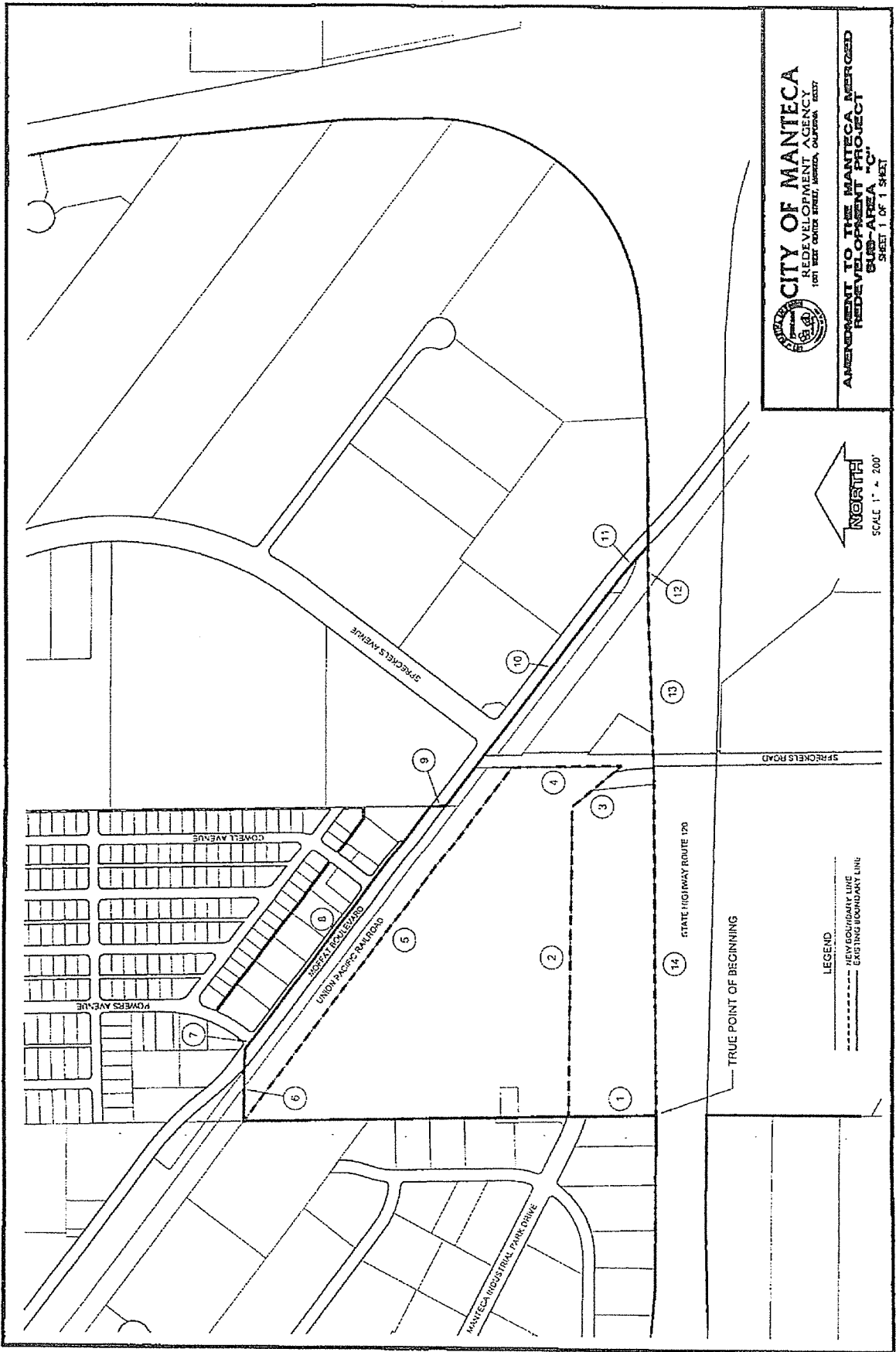
CITY OF MANTECA
REDEVELOPMENT AGENCY
1001 WEST CENTER STREET, MANTECA, CALIFORNIA 95037

**AMENDMENT TO THE MANTECA MERGED
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SUB-AREA "B"
SHEET 1 OF 1 SHEET**

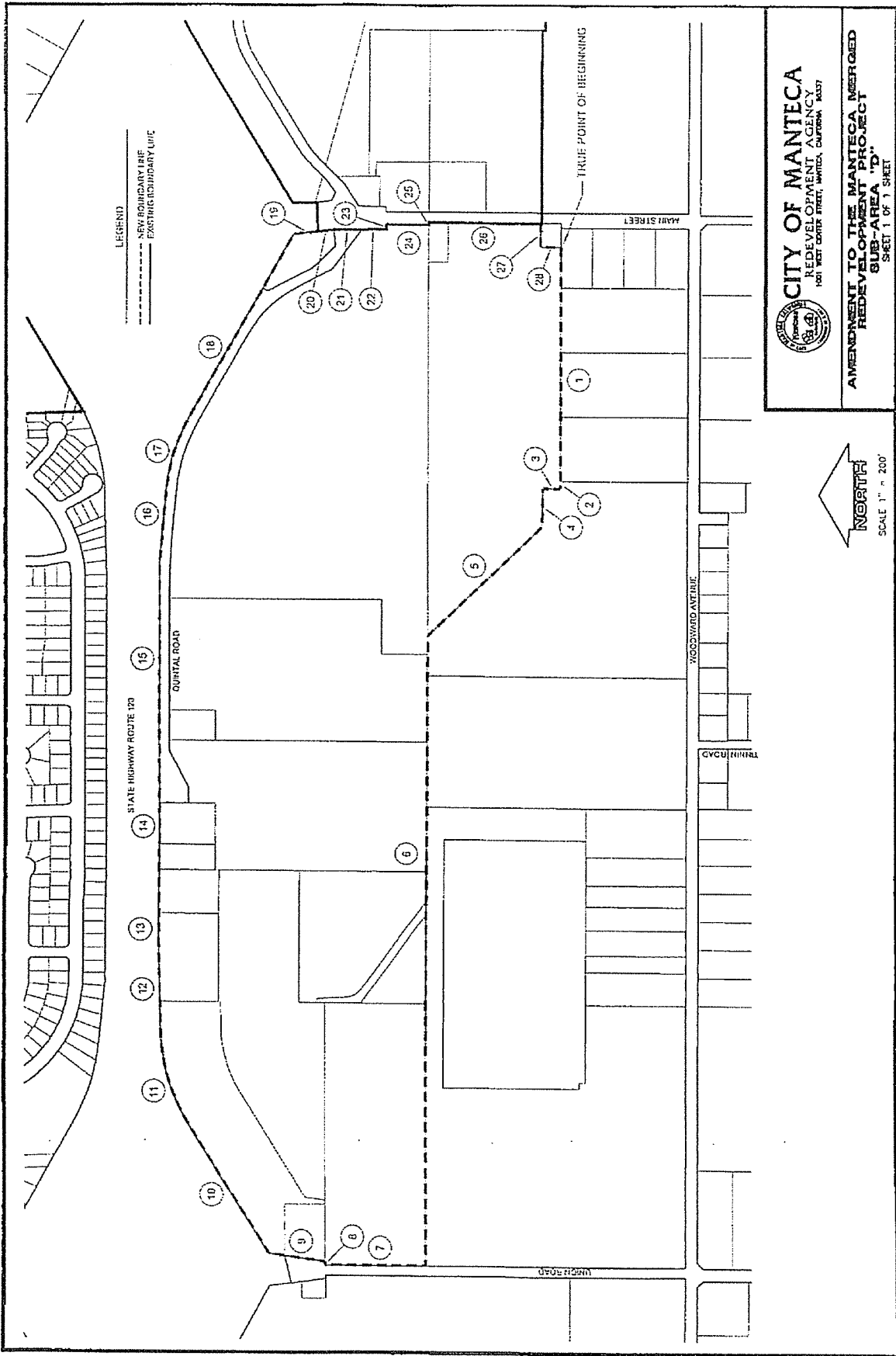
NORTH
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LEGEND
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- - - - - EXISTING BOUNDARY LINE

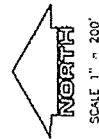
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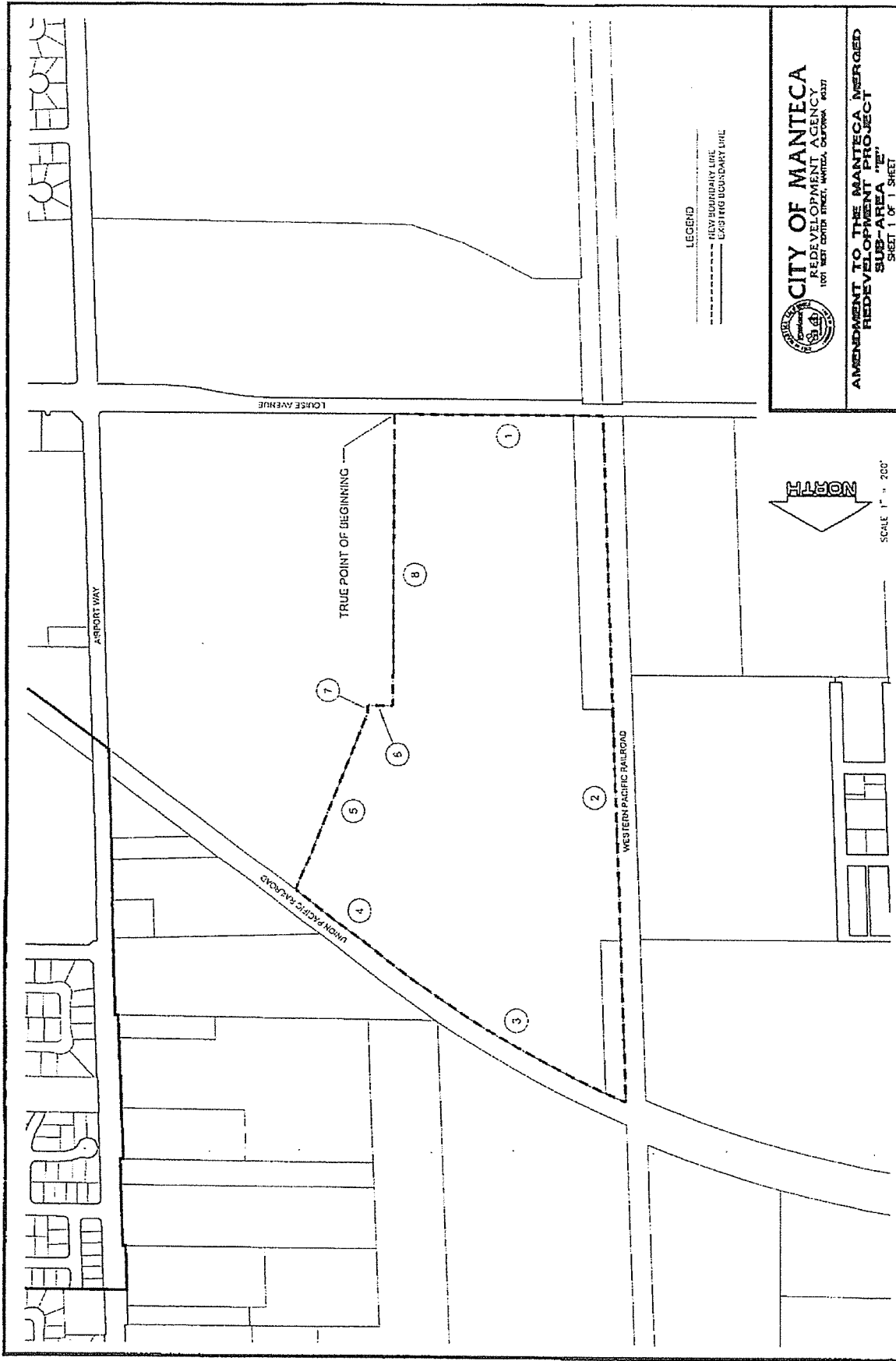
CITY OF MANTECA
REDEVELOPMENT AGENCY
100 WEST GARDEN STREET, MANTECA, CALIFORNIA 95231



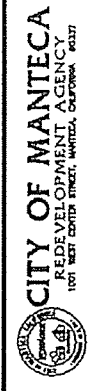
SCALE 1" = 200'

**AMENDMENT TO THE MANTECA MERGED
REDEVELOPMENT PROJECT
SUB-AREA "D"**
SHEET 1 OF 1 SHEET

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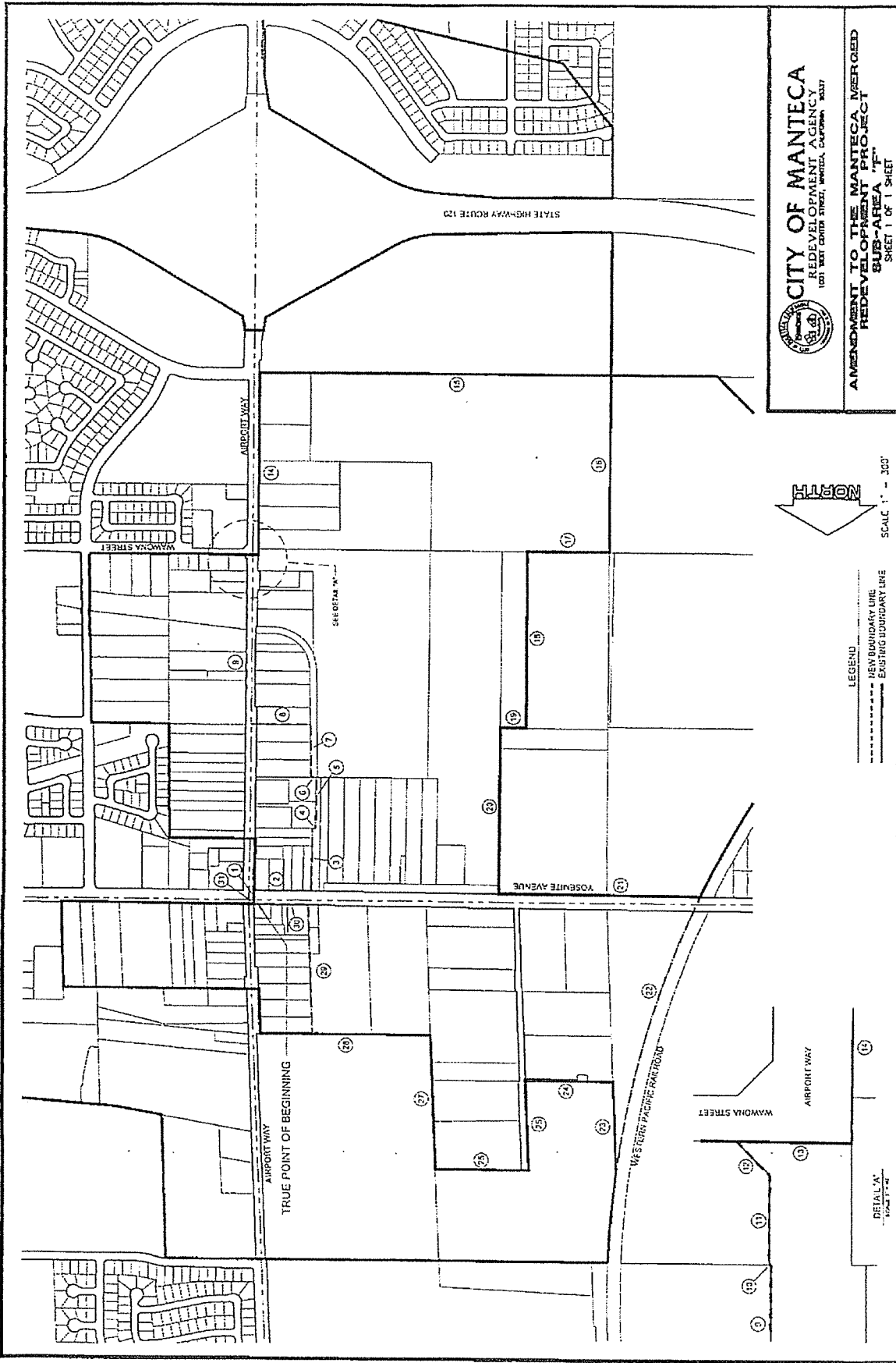
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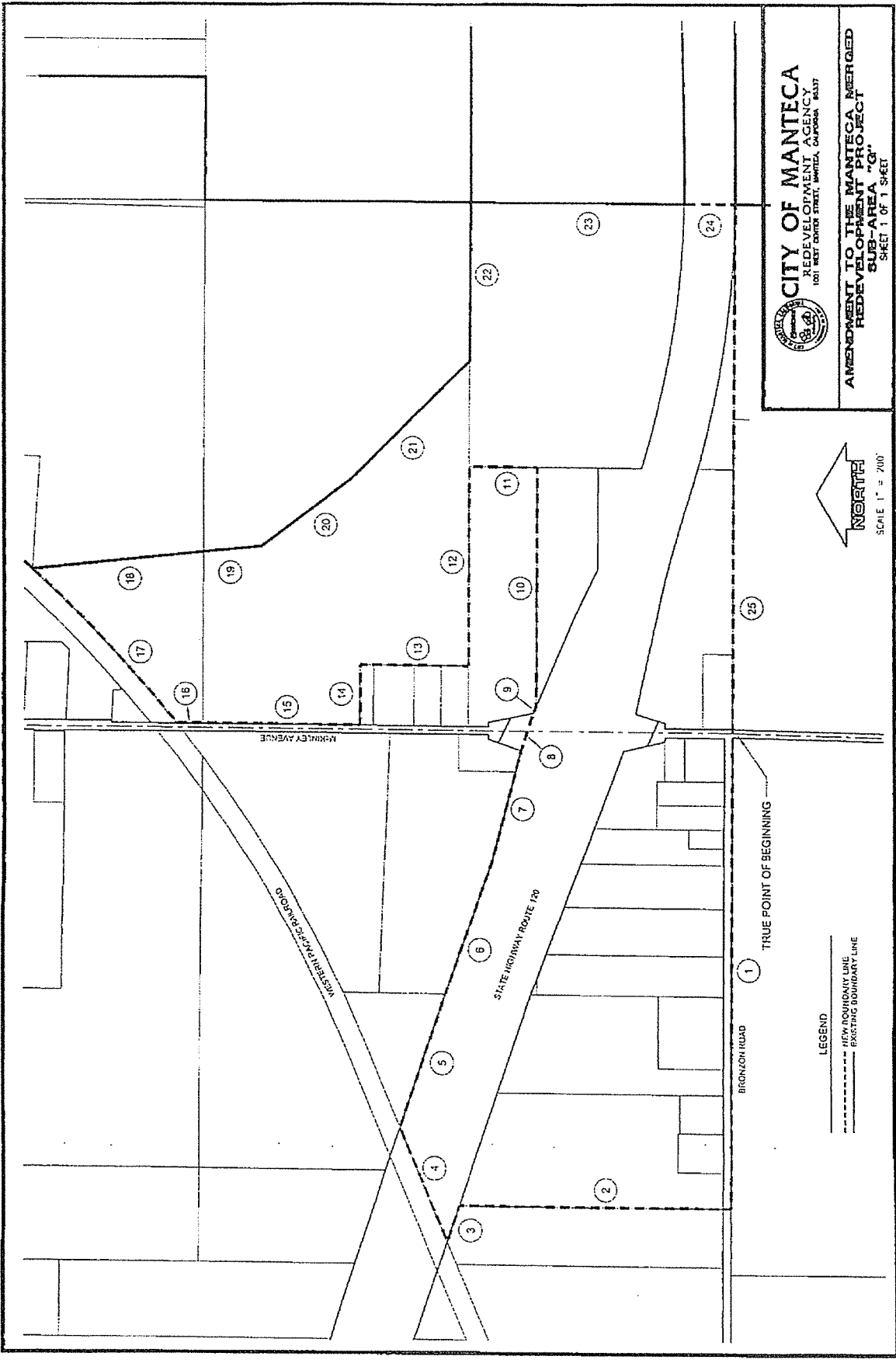
CITY OF MANTECA
FEDERAL DEVELOPMENT AGENCY
107 WEST 20TH STREET, MANTECA, CALIFORNIA 95027

**AMENDMENT TO THE MANTECA MERGED
REDEVELOPMENT PROJECT
SUB-AREA "E"**
SHEET 1 OF 1 SHEET

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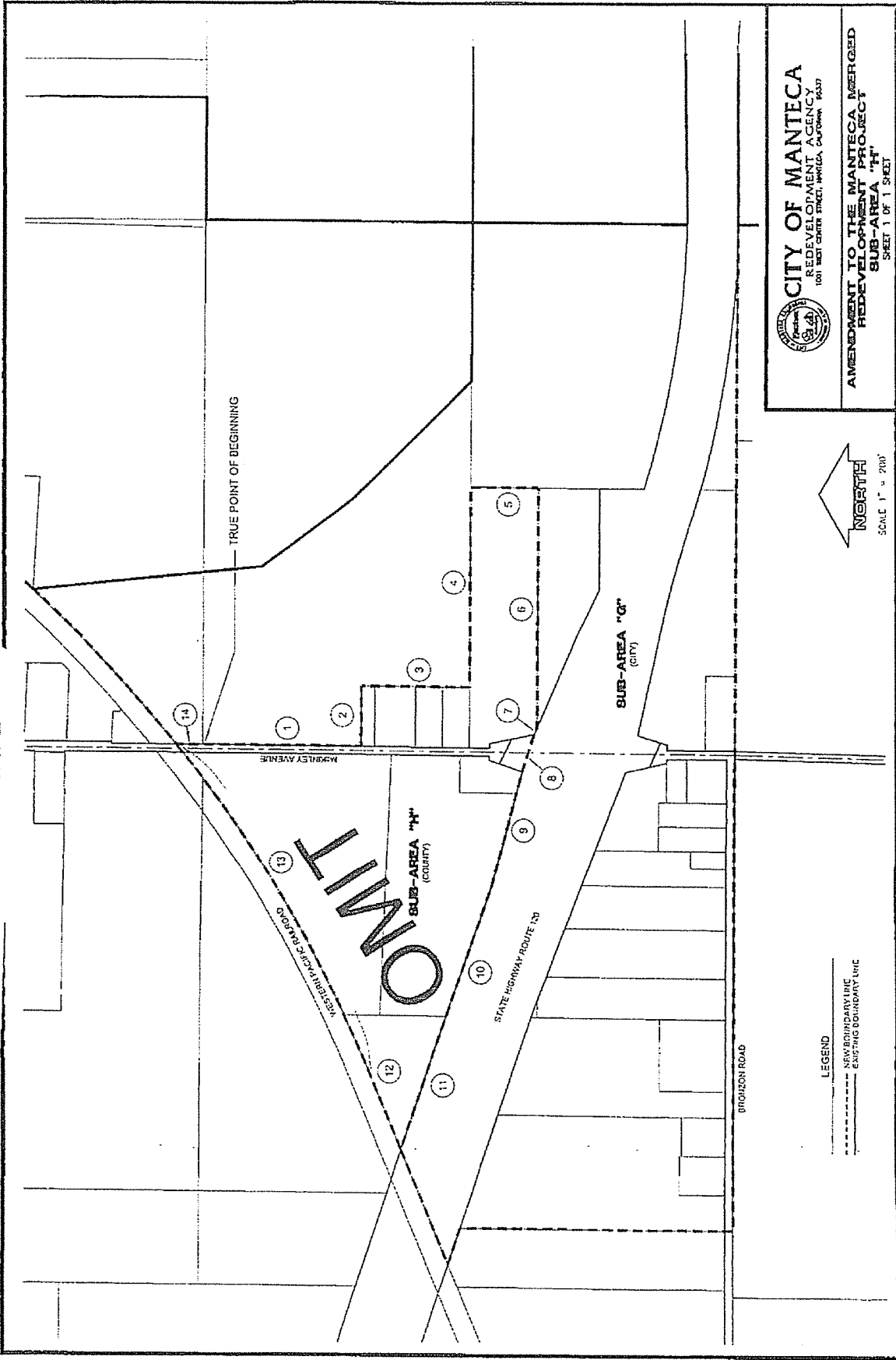
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CITY OF MANTECA
REDEVELOPMENT AGENCY
1001 WEST CENTER STREET, MANTECA, CALIFORNIA 95037

**AMENDMENT TO THE MANTECA MERGED
REDEVELOPMENT PROJECT
SUB-AREA "G"**
SHEET 1 OF 1 SHEET

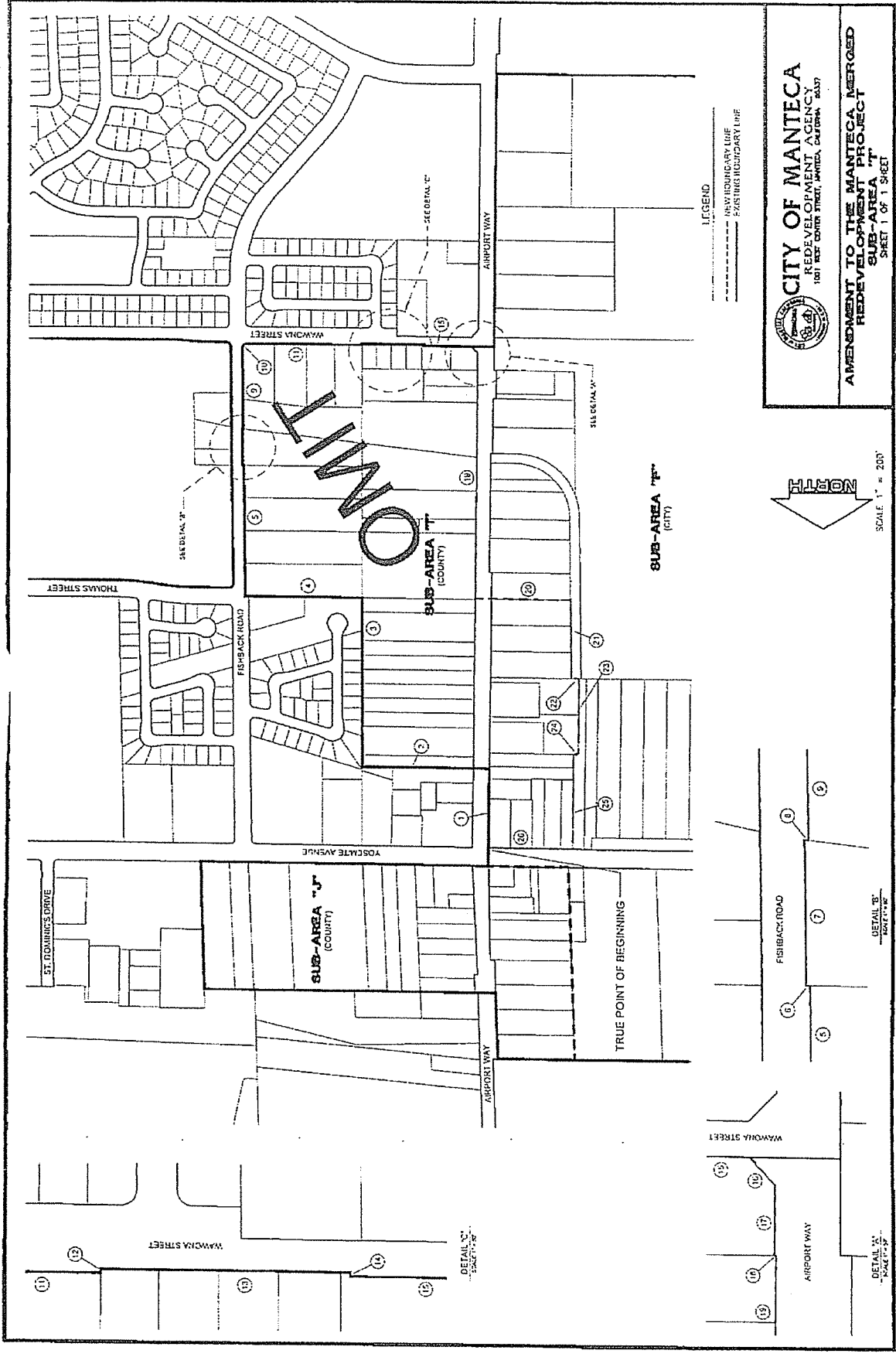
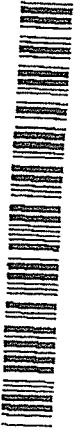
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**CITY OF MANTECA**
REDEVELOPMENT AGENCY
101 WEST CENTER STREET, MANTECA, CALIFORNIA 95201

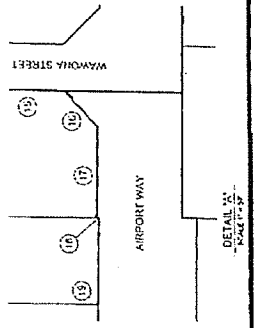
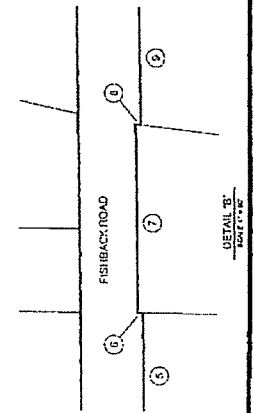
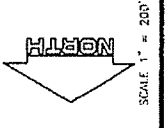
**AMENDMENT TO THE MANTECA MERGED
REDEVELOPMENT PROJECT
SUB-AREA "H"**
SHEET 1 OF 1 SHEET

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CITY OF MANTECA
 DEVELOPMENT DIVISION
 1001 WEST FOURTH STREET, MANTECA, CALIFORNIA 95207

**AMENDMENT TO THE MANTECA MERGED
 REDEVELOPMENT PROJECT
 SUB-AREA "T"
 SHEET 1 OF 1 SHEET**

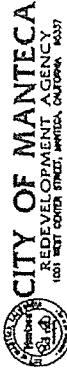
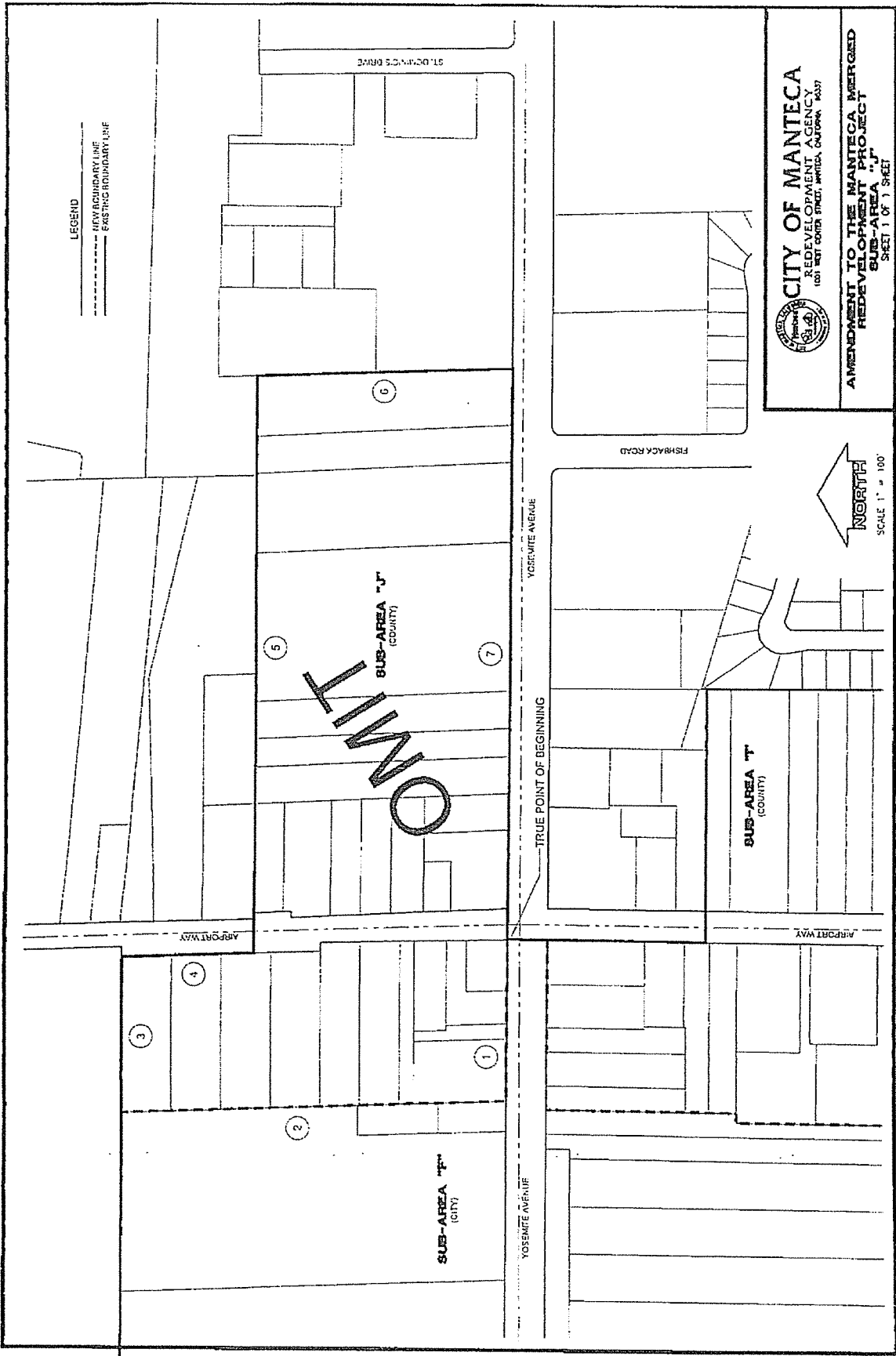


DETAIL 'C' - 50 FT x 50'

DETAIL 'B' - 100 FT x 50'

DETAIL 'A' - 100 FT x 50'

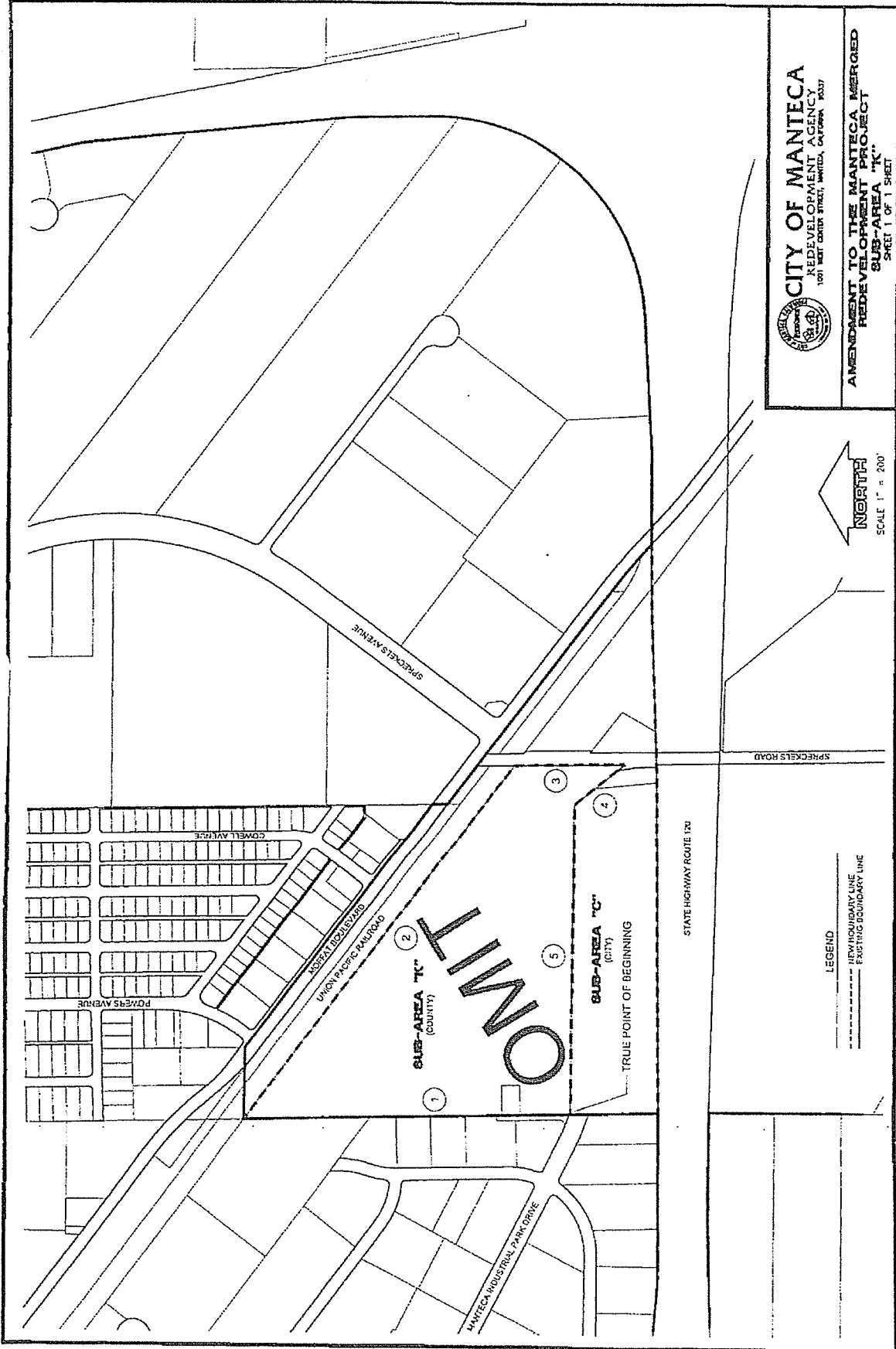
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CITY OF MANTECA
REDEVELOPMENT AGENCY
101 WEST CENTER STREET, MANTECA, CALIFORNIA 95337

**AMENDMENT TO THE MANTECA MERGED
REDEVELOPMENT PROJECT
SUB-AREA "J"
SHEET 1 OF 3 SHEET**

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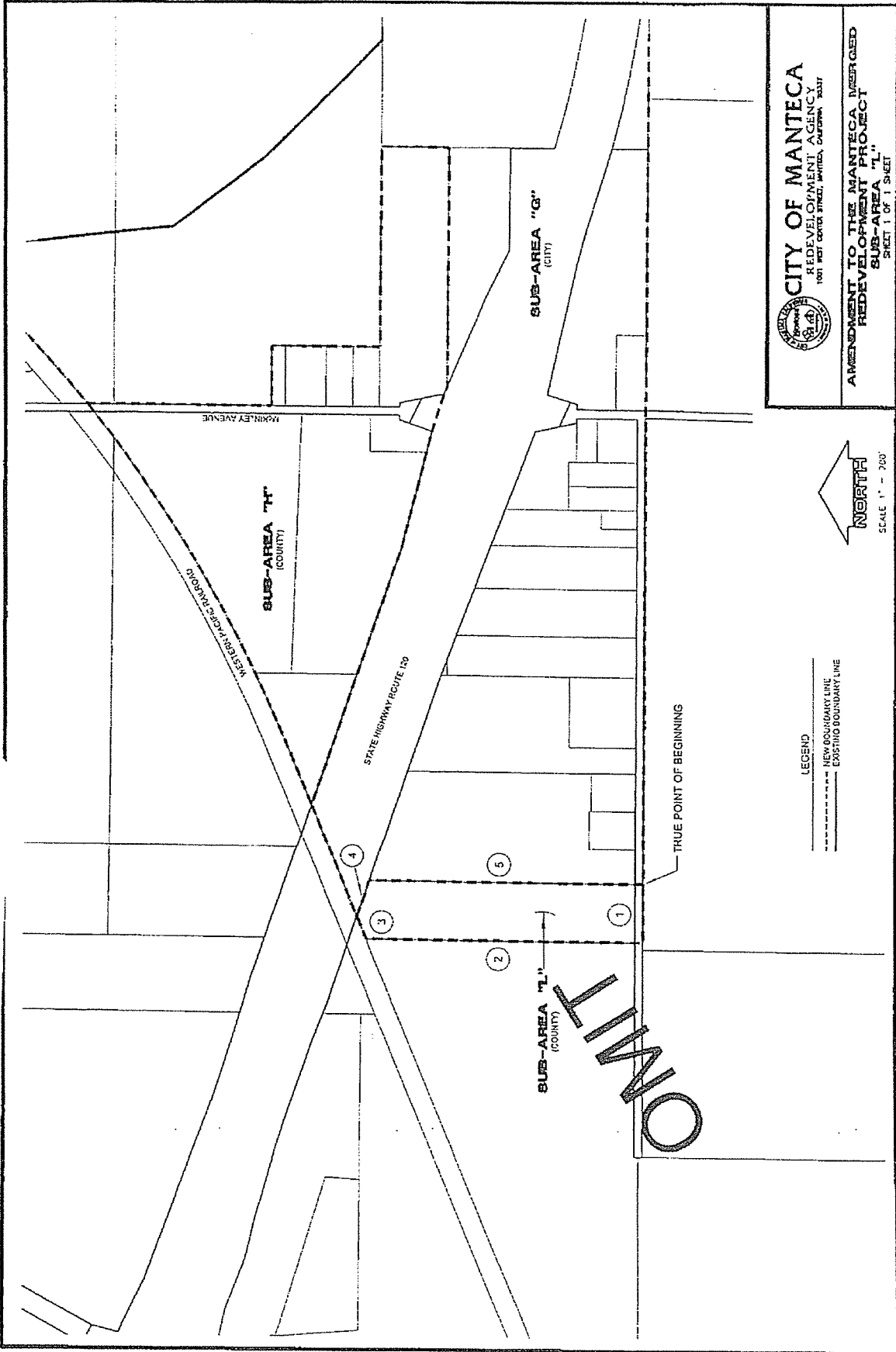
**CITY OF MANTECA**
REDEVELOPMENT AGENCY
1001 WEST CENTER STREET, MANTECA, CALIFORNIA 95207


**AMENDMENT TO THE MANTECA MERGED
REDEVELOPMENT PROJECT
SUB-AREA "K"**
SHEET 1 OF 1 SHEET

NORTH
SCALE 1" = 200'

LEGEND
- - - - - NEW BOUNDARY LINE
————— EXISTING BOUNDARY LINE

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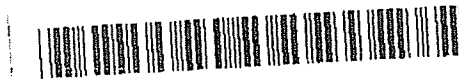


**CITY OF MANTECA**
REDEVELOPMENT AGENCY
1001 WEST CENTER STREET, MANTECA, CALIFORNIA, 95131

**AMENDMENT TO THE MANTECA REDEVELOPED
REDEVELOPMENT PROJECT**
SUB-AREA "L"
SHEET 1 OF 1 SHEET

EXHIBIT C

**LEGAL DESCRIPTION OF THE
COUNTY TERRITORY**



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SUB-AREA "H"

A portion of the West One-half (W.1/2) of Section One (1) and East One-half (E.1/2) of Section Two (2), Township Two (2) South, Range Six (6) East, Mount Diablo Base and Meridian, in the City of Manteca, County of San Joaquin, California, being more particularly described as follows:

Commencing at the east one-quarter corner of said Section 1 and being on the centerline of McKinley Avenue (40 feet wide) as shown on survey recorded in Volume 11 of Surveys, at Page 47, San Joaquin County Records; thence North 89° 48' 40" East 20.00 feet along the east-west one-quarter section line of said Section 1 to the east line of said McKinley Avenue and west line of said survey, and being the TRUE POINT OF BEGINNING; thence along the west and south line of said survey following four (4) courses:

1. South 0° 02' East 783.95 feet along the east line of said McKinley Avenue parallel with and 20.00 feet easterly (measured at right angles) of the west line of said Section 1
2. North 89° 51' East 302.67 feet
3. South 0° 02' East 540 feet
4. North 89° 51' 10" East 1001.50 feet to the northwest corner of deed recorded in Book 3856 of Official Records, at Page 451, San Joaquin County Records; thence along the westerly line of said deed the following two (2) courses:
 5. South 0° 20' 11" East 338.55 feet
 6. North 89° 42' 05" West 1196.88 to the north right of way line of State Highway Route 120 as shown on survey recorded in Book 28 of Surveys, at Page 129, San Joaquin County Records, the bearings and distances shown thereon being based on California Co-ordinate System Zone 3; thence
7. North 66° 41' 30" West 40.85 feet along said north line of State Highway Route 120 to the east line of said McKinley Avenue; thence traversing said McKinley Avenue
8. North 72° 17' 46" West 103.75 feet to the west line of said McKinley Avenue; thence along the north line of said State Highway Route 120 the following three (3) courses:
 9. North 75° 29' 33" West 600.52 feet
 10. North 70° 44' 30" West 688.08 feet



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11. North $71^{\circ} 08' 26''$ West 686.89 feet to the southeast right-of-way line of the Western Pacific Railroad; thence leaving said existing City limit line
12. North $67^{\circ} 28' 07''$ West 402.81 feet; thence leaving California Co-ordinate System Zone 3
13. along a curve concave to the northwest, having a radius of 6925 feet, a central angle of $15^{\circ} 37'$ and a arc length of 1888 feet, more or less to the east line of said McKinley Avenue and said existing City limit line; thence along said City limit line
14. South $0^{\circ} 14' 50''$ East 130.48 feet along said east line of McKinley Avenue parallel with and 20.00 feet easterly (measured at right angles) of said west line of Section 1 to the True Point of Beginning.

Containing 51.8 acres, more or less.



SUB-AREA "I"

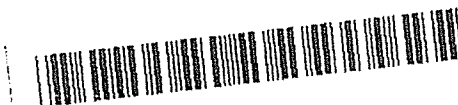
A portion of the Northeast One-quarter (N.E. 1/4) of Section One (1), Township Two (2) South, Range Six (6) East and Section Six (6), Township Two (2) South, Range Seven (7) East, Mount Diablo Base and Meridian, in the County of San Joaquin, California, being more particularly described as follows:

Commencing at the northeast corner of said Section 1 common with the northwest corner said Section 6; thence Westerly 40 feet along the north line of said Section 1 to the northerly projection of the west line of Airport Way (80 feet wide), being on the existing City of Manteca Redevelopment Project Boundary and the TRUE POINT OF BEGINNING; thence along said existing Redevelopment Project Boundary

1. Southerly 70 feet, more or less, along said northerly projection to the south line of Yosemite Avenue (100 feet wide); thence
2. Southerly 398 feet, more or less, along the west line of said Airport Way parallel with the 40.00 feet westerly (measured at right angles) of the east line of said Section 1 to the westerly projection of the south line of Parcel "C" of parcel map filed for record in Book 12 of Parcel Maps, at Page 93, San Joaquin County Records; thence North 89° 41' 54" East 489.70 feet along said westerly projection and said south line of Parcel "C" to the southeast corner thereof and being on the west line of Gonsalves Estates filed for record in Book 32 of Maps and Plats, at Page 33, San Joaquin County Records; thence
3. South 00° 44' 33" East 852.4 feet, more or less, along said west line of Gonsalves Estates to the southwest corner thereof and being the northwest corner of Parcel "A" of parcel map filed for record in Book 3 of Parcel Maps, at Page 121, San Joaquin County Records; thence
4. North 89° 42' 32" East 584.15 feet along the south line of said Gonsalves Estates and north line of Parcel "A" to the northeast corner of said Parcel "A" and being on the west line of Fishback Road (60 feet wide); thence along the west line of said Fishback Road the following six (6) courses:
5. South 1° 25' East 660.69 feet to the southeast corner of Parcel "D" of said parcel map; thence
6. North 89° 43' 13" East 5.00 feet along the easterly projection of the south line of said Parcel "D"; thence
7. South 1° 25' East 128.0 feet, more or less, to the southeaster projection of the north line of parcel map filed for record in Book 7 of Parcel Maps, at Page 22, San Joaquin County Records; thence



8. North 84° 10' 35" East 5.04 feet to the northeast corner of Parcel "C" of said parcel map; thence
9. South 1° 25' 41" East 413.31 feet
10. Along a curve concave to the northwest, having a radius of 20.00 feet, a central angle of 91° 08' 36" and a arc length of 31.82 feet to the north line of Wawona Street (formerly Fishback Road); thence along the north line of Wawona Street the following six (6) course;
11. South 89° 43' West 578.35 feet to the southwest corner of Parcel "A" of survey filed for record in Book 27 of Surveys, at Page 24, San Joaquin County Records; thence
12. South 0° 46' East 5.00 feet along the southerly projection of the west line of said Parcel "A"; thence
13. South 89° 43' West 311.90 feet to the southerly projection of the east line of that certain 0.37 acre parcel as shown on survey recorded Book 21 of Surveys, at Page 6, San Joaquin County Records; thence
14. North 0° 26' 30" West 5.00 feet along said southerly projection to the southeast corner of said 0.37 acre parcel; thence
15. South 89° 43' West 236.80 feet; thence leaving said existing Redevelopment Project Boundary
16. North 45° 12' 03" West 46.60 feet to the east line of said Airport Way; thence along the east line of said Airport Way the following three (3) courses:
17. North 0° 07' West 87.07 feet parallel with and 42.00 feet easterly (measured at right angles) of the west line of said Section 6 to the northwest corner of the 0.36 acres parcel of said survey;
18. South 89° 42' 30" West 2.00 feet along the westerly projection of the north line of said 0.36 acre parcel;
19. Northerly 1150 feet, more or less, parallel with and 40.00 feet easterly (measured at right angles) of said west line of Section 6 to the easterly projection of the north line of Parcel "D" of parcel map recorded in Book 10 of Parcel Maps, at Page 39, San Joaquin County Records; thence
20. South 89° 42' 30" West 472.57 feet along said easterly projection and south line of said Parcel "D" to the north west corner thereof and being on the southerly projection of Parcel "A" of said parcel map; thence



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21. North 1° 06' 00" West 395.28 feet along said southerly projection and west line of Parcel "A" to the northwest corner thereof, and being on the south line of Parcel "C" of parcel map recorded in Book 3 of Parcel Maps, at Page 13, San Joaquin County Records; thence
22. South 89° 42' 30" West 45.84 feet along the south line of said Parcel "C" to the southwest corner thereof; thence
23. North 383.00 feet along the west line of said Parcel "C" and along Parcel "A" of said parcel map; thence
24. North 89° 42' 30" East 24.0 feet along the north line of said Parcel "A" to the most easterly line of land described as Parcel II of by deed recorded in Instrument No. 79077215, San Joaquin County Records; thence
25. North 476 feet, more or less, along said most easterly line to the south line of said Yosemite Avenue; thence
26. Easterly 422 feet, more or less to the True Point of Beginning

Containing 59.1 acres, more or less



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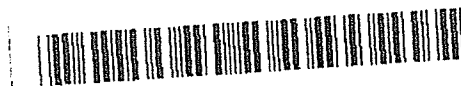
SUB-AREA "J"

A portion of the Southeast One-quarter (S.E.1/4) of Section Thirty-six (36), Township One (1) South, Range Six (6) East and Section Thirty-one (31), Township One (1) South, Range Seven (7) East, Mount Diablo Base and Meridian, being more particularly described as follows:

Commencing at the southeast corner of said Section 36; thence westerly along the south line of said Section 36 to the northerly projection of the west line of Airport Way (80 feet wide) and being on the existing City of Manteca Redevelopment Project Boundary; thence along said existing Redevelopment Project Boundary Northerly 30 feet, more or less, along said northerly projection to the north line of Yosemite Avenue (100 feet wide) and being the TRUE POINT OF BEGINNING; thence leaving said existing Redevelopment Project Boundary

1. Easterly 400 feet, more or less, along said north line of Yosemite Avenue to the east line of Lot 3 of Creamland Tract No. 3, recorded in Volume 5 of Maps and Plats, at Page 53, San Joaquin County Records; thence
2. North 2° 43' West 958.13 feet along said east line of Lot 3 to the northeast corner thereof and being the northwest corner of said Creamland Tract No. 3 and on said existing Redevelopment Project Boundary; thence along said existing Redevelopment Project Boundary
3. North 89° 37' East 384.95 feet along the north line of Lot 2 of said Creamland Tract No. 3 to the west line of said Airport Way; thence
4. South 2° 43' East 328 feet, more or less along said west line of Airport Way parallel with and 55 feet westerly (measured at right angles) of the east line of said Section 36 to the westerly projection of the south line of Lots 8, 9, 10 and 11 of Roos Tract recorded in Volume 5 of Maps and Plates, at Page 37, San Joaquin County Records; thence
5. North 89° 20' 45" East 1449.70 feet along said westerly projection and north line of Lots 8, 9, 10 and 11 to the west line of Lot 6 of St. Dominic's Hospital recorded in Book 29 of Maps and Plats, at Page 74, San Joaquin County Records; thence
6. South 2° 33' 44" East 631.93 feet along west line of said Lot 6 and along Lots 5, 4, 3, 2 and 1 of said St. Dominic's Hospital to the north line of said Yosemite Avenue; thence
7. Westerly 1435 feet, more or less along said north line Yosemite Avenue to the True Point of Beginning.

Containing 29.7 acres, more or less



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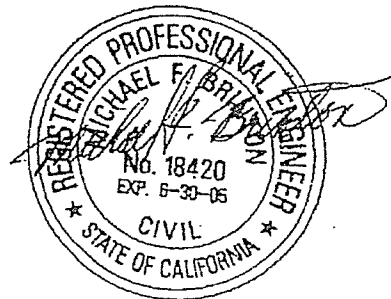
SUB-AREA "L"

A portion of the East One-half (E.1/2) of Section Two (2), Township Two (2) South, Range Six (6) East, Mount Diablo Base and Meridian, in the City of Manteca, County of San Joaquin, California, being more particularly described as follows:

Commencing at the at the southeast corner of said Section 2, being the intersection of the centerline of McKinley Avenue (45 feet wide) and the easterly projection of the south line of Bronzan Road and the TRUE POINT OF BEGINNING; thence South 89° 49' 45" West 2359 feet, more or less, along said easterly projection and south line of Bronzan Road to the southwest corner of that certain parcel map filed for record in Book 12 of Parcel Maps, at Page 170, San Joaquin County Records and the TRUE POINT OF BEGINNING; thence continue

1. South 89° 49' 45" West 242 feet ,more or less, along said south line of Bronzan Road; thence
2. North 0° 13' 18" West 1353 feet, more or less, to the south line of the Western Pacific Railroad right-of-way; thence
3. North 67° 28' 07" East 70 feet, more or less, along the south line of said Western Pacific Railroad right of way as shown on survey filed for record in Book 28 of Surveys, at Page 129, San Joaquin County Records, the bearings and distances shown thereon being based on California Co-ordinate System Zone 3 to the south right-of-way line of State Highway Route 120; thence
4. South 71° 08' 26" East 187.33 feet along said south line of State Highway Route 120 to the northwest corner of said parcel map; thence leaving said California Co-ordinate System Zone 3
5. South 0° 13' 18" East 1360.76 feet along the west line of said parcel map to the True Point of Beginning.

Containing 7.53 acres, more or less



2003-273735
11/26/2003 11:34A
51 of 55

Notice of Determination

ASSESSOR RECORDER
COUNTY CLERK
GARY L. FREEMAN

03 NOV 26 AM 11:22

Notice of Determination

Appendix D

TO: Office of Planning & Research
Local Government Division
1400 Tenth St.
Sacramento, CA 95814

FROM: JoAnn Tilton, City Clerk
City of Manteca
1001 W. Center Street
Manteca, CA 95336

SAN JOAQUIN COUNTY
BY *[Signature]*
DEPUTY

AND: County of San Joaquin
County Clerk
6 S. El Dorado, 2nd Floor
Stockton, CA 95202

Subject:

Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

Amendment (the "Amendment") to the Amended Redevelopment Plan for the Merged Manteca Redevelopment Project (the "Project")
Project Title

2003-04-2012 Manteca Redevelopment Agency, Terrence Grindall, Redevelopment Director, (209) 239-8468
State Clearinghouse # Lead Agency, Contact Person, Area Code/Telephone/Extension
(If submitted to Clearing House)

City of Manteca, County of San Joaquin (See Attachment A. Project Area Map)
Project Location (Include County)

An Amendment to add territory to the Merged Manteca Redevelopment Project, including certain territory that is located in the unincorporated portion of the County of San Joaquin.
Project Description

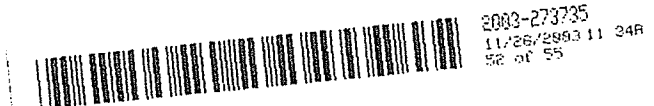
This is to advise that the Manteca Redevelopment Agency has approved the above described project on November 25, 2003, by Ordinance No. 1248, and has made the following determinations regarding the above described project:

1. The Project will have a significant effect on the environment.
2. An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures were made a condition of the approval of the project.
4. A Statement of Overriding Considerations was adopted for this Project.
5. Findings were made pursuant to the provisions of CEQA.

This is to certify that the final EIR with comments and responses and record of project approval is available to the General Public at:

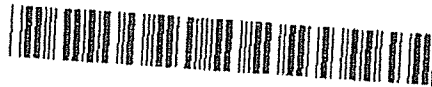
City of Manteca, City Clerk, 1001 W. Center Street, Manteca, CA 95336

[Signature] 11/25/03 City Clerk
 Signature (Public Agency) Date Title



ATTACHMENT A

PROJECT AREA MAP



2003-273735
11/26/2003 11:34A
53 of 55



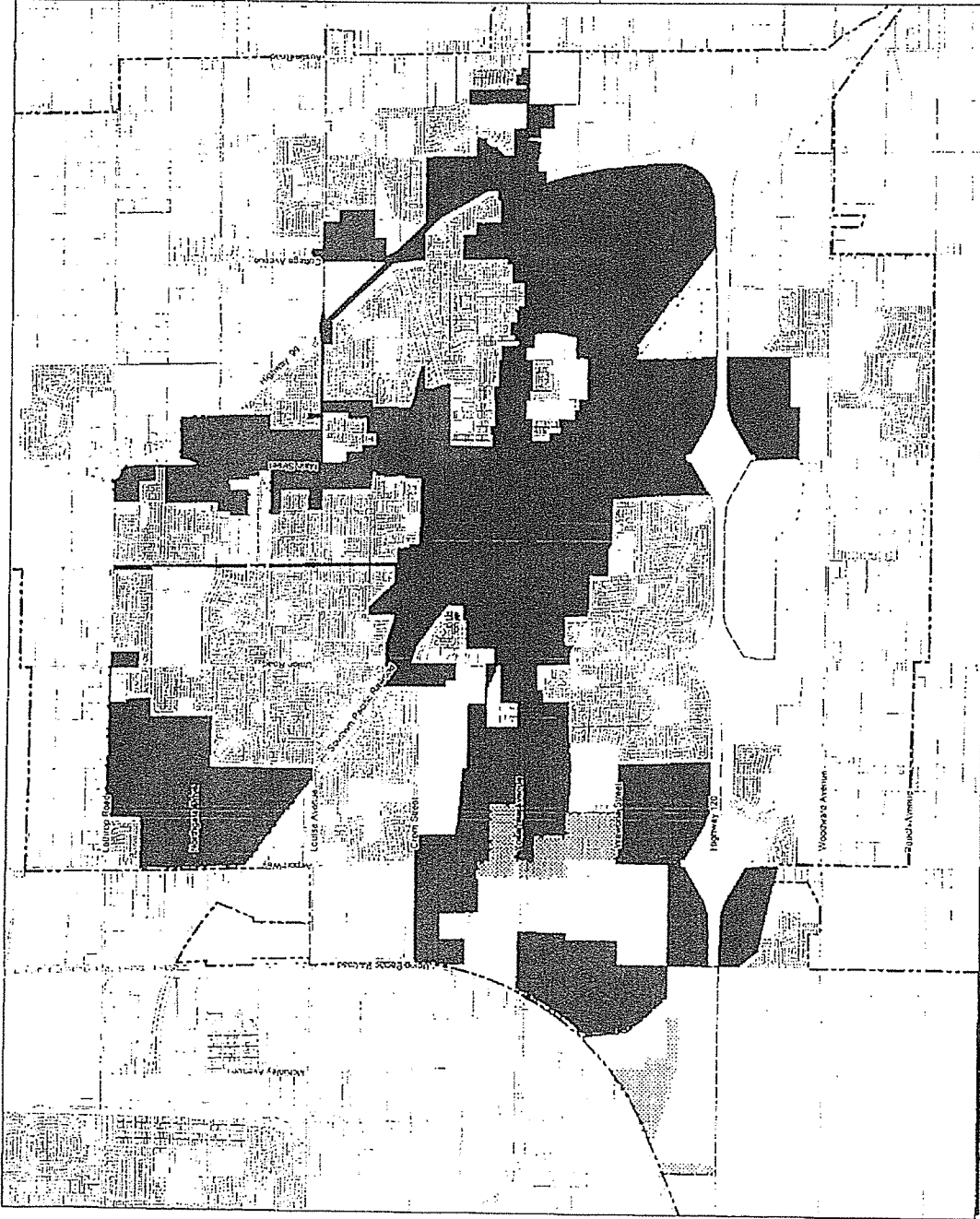
2900-273735
 11/26/2013 11:34A
 54 of 55

LEGEND

- Maniteca Sphere of Influence
- Maniteca City Limits
- County Unincorporated Areas
- Proposed Added Territory (958 acres)
- Merged Project Area



2000 0 2000 400
 Feet



Maniteca Redevelopment Agency

**AMENDMENT TO THE MERGED
 MANITECA REDEVELOPMENT PROJECT**

**ATTACHMENT A
 ADDED TERRITORY AND
 MERGED PROJECT AREA MAP
 SHOWING COUNTY TERRITORY**

Prepared By: URBAN FUTURES, INC. 4th
 Source: Urban Futures, Inc.
 Date: May 2014
 Scale: 1" = 1000'
 Date: 11/26/13
 File: M:\2900\273735\proj\amend\attch\attch1.mxd

**URBAN
 FUTURES
 INCORPORATED**

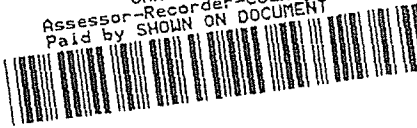
SUB-AREA "J"

"OMITTED"



2003-273735
11/26/2003 11:34R
55 of 55

DOC # 2005-24707A
10/03/2005 09:23A Fee:NC
Page 1 of 9
Recorded in Official Records
County of San Joaquin
GARY W. FREEMAN
Assessor-Recorder-County Clerk
Paid by SHOWN ON DOCUMENT



WHEN RECORDED MAIL TO:

City Clerk
City of Manteca
1001 W. Center Street
Manteca, California 95337

**AGREEMENT TO MAINTAIN STORM DRAIN DETENTION BASIN AND
TELEMETRY CONTROL SYSTEM AT 2403 W. LOUISE AVENUE**

THIS AGREEMENT, entered into in the City of Manteca, County of San Joaquin, State of California, in duplicate, this 19th day of September, 2005, by and between the CITY OF MANTECA, a Municipal Corporation, hereinafter called "City" and ASSIEH DEVELOPMENT CORPORATION, a California Corporation, hereinafter called "Owner".

WHEREAS, Owner is owner of real property in the City of Manteca, County of San Joaquin, State of California, as described in Exhibit "A" attached hereto and incorporated herein, and

WHEREAS, Owner, as a condition of Site Plan No. SPC-01-19 is required to construct, an on-site storm drain detention basin in accordance with City Standards, and

WHEREAS, This development is located within the South San Joaquin Irrigation District (District), and

WHEREAS, the District requires storm drainage from developments to be fully retained on-site in a storm drain detention basin before being discharged into District facilities when capacity is available, and

WHEREAS, the storm drain detention basin discharge facilities shall be designed as a controlled pump or gated discharge allowing discharge only when capacity is available in the downstream storm drain system, and

WHEREAS, a control station shall be placed downstream, at a location to be determined by the City and District, which will provide telemetric control of the storm drainage pumped into the District's facilities, and

WHEREAS, the telemetry shall include installation of hardware to interface with the City's "Supervisory Control and Data Acquisition" (SCADA) system, and

WHEREAS, pursuant to the conditions of the site plan the Owner shall execute and file an Agreement with the City relating to the construction and

maintenance of the storm drain detention basin, pump station and telemetric controls.

NOW, THEREFORE, IT IS AGREED between City and Owner as follows:

1. Owner, at Owner's sole expense, shall be responsible for the operation, maintenance and replacement of the storm drain basin and pump station facilities. Maintenance of the basin shall include, but not be limited to, weeding, removal of debris, vector control and other maintenance as directed by the City. Maintenance of the pump station shall include regularly scheduled maintenance as recommended by the manufacturers and installers of the pump, motor, electrical and appurtenances.
2. Owner, at Owner's sole expense, shall maintain the design volume of the basin.
3. Owner shall grant an easement to the City allowing the City access to the storm drain basin, pump station and telemetry controls. Access shall be for the purpose of inspecting the basin and pump station, and for the purpose of inspecting, adjusting, maintaining and replacing, as necessary, the telemetry controls.
4. Owner, upon receipt of written notice from City, shall correct any basin or pump station deficiencies within 10 calendar days from the date of the notice. If said deficiencies are not corrected within the allotted time, City may make corrections and submit an invoice for services to Owner.
5. Owner, upon receipt of written notice from City, shall reimburse City for any cost associated with maintaining or replacing the telemetry controls.

AGREEMENT OF INDEMNITY:

"Owner", his heirs, executors, administrators, successors, and assignees, jointly and severally do hereby at all times indemnify and keep indemnified the City harmless from and against any and all actions, or causes of action, claims, demands, liabilities, loss, damage or expense of whatsoever kind and nature including counsel or attorney fees, whether incurred under retainer or salary or otherwise, which the City shall or may at any time sustain or incur by reason of, or in construction of subdivision improvements by Owner, his agent, his employee, his contractor and subcontractors on public right of way, or which the City may sustain or incur in connection with any litigation, investigation or other expenditures incident thereto, including any suit instituted to enforce the obligations of this agreement of indemnity.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

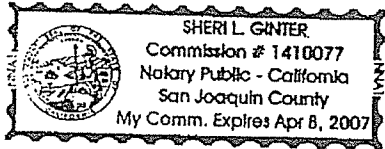
County of San Joaquin } ss.

On September 21, 2005 before me, Sheri L. Ginter

personally appeared Willie W. Weatherford

personally known to me

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



Place Notary Seal Above

WITNESS my hand and official seal.

Sheri L. Ginter
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

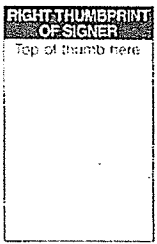
Title or Type of Document: Agreement - Storm drainage + telemetry

Document Date: Sept. 19, 2005 Number of Pages: JASSIEN Dev. --

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: _____

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: _____

JOINT AND SEVERAL LIABILITY:

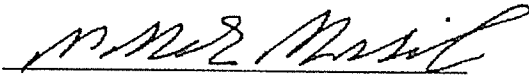
The parties designated herein as Owner are jointly and severally liable for the performance of all obligations contained herein.

HEIRS, ETC:

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

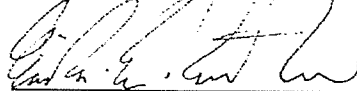
IN WITNESS WHEREOF the parties hereto have set their hands the day and year abovewritten.

ASSIEH DEVELOPMENT CORPORATION
a California Corporation




"Owner"

CITY OF MANTECA,
a Municipal Corporation



Willie W. Weatherford, Mayor

ATTEST:




Joann Tilton, City Clerk

"City"

(Notary Attachment Required)

APPROVED AS TO FORM:



City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

} ss.

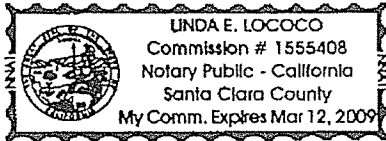
County of Santa Clara

On SEPT. 8, 2005 before me, Linda E. Lococo, Notary Public, personally appeared

NASSER MASSIH

- personally known to me
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 E. Lococo

OPTIONAL

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

Description of Attached Document

Title or Type of Document AGREEMENT TO MAINTAIN STORM DRAIN DETENTION BASIN

Document Date 9-8-2005 Number of Pages 3

Signer(s) other than named above WILLIE W. WEATHERFORD & JOANN TILTON

Capacity(ies) Claimed by Signer(s)

Signer's Name: NASSER MASSIH

Signer's Name:

- Individual
Corporate Officer
Title(s): VICE-PRESIDENT
Partner --- Limited General
Attorney-in-Fact
Trustee
Guardian or Conservator
Other:

- Individual
Corporate Officer
Title(s):
Partner --- Limited General
Attorney-in-Fact
Trustee
Guardian or Conservator
Other:

Signer is Representing ASSIEN DEVELOPMENT CORPORATION

Signer is Representing

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

All that certain real property situate in the City of Manteca, County of San Joaquin, State of California, described as follows:

All that certain real property situated in the Southeast one-quarter (SE ¼) of Section twenty-five (25), Township one (1) South, Range six (6) East, Mount Diablo Base and Meridian, San Joaquin County, California, more particularly described as follows:

COMMENCING at the section corner common to Sections twenty-five (25) and thirty-six (36), Township one (1) South, Range six (6) East, and Sections thirty (30) and thirty-one (31), Township one (1) South, Range seven (7) East, Mount Diablo Base and Meridian; thence South 89 degrees 42 minutes 30 seconds West, 2400.30 feet along the section line common to Sections twenty-five (25) and thirty-six (36), Township one (1) South Range six (6) East, Mount Diablo Base and Meridian, to the point of beginning of this description; thence North 2 degrees 27 minutes 45 seconds West, 1500.00 feet; thence South 89 degrees 42 minutes 40 seconds West, 150.00 feet to the Easterly right of way line of the Western Pacific Railroad Company, thence North 2 degrees 27 minutes 45 seconds West, 1150.80 feet along said railroad right of way line; thence North 89 degrees 42 minutes 30 seconds East, 100.00 feet; thence North 2 degrees 27 minutes 45 seconds West, 759.99 feet to the Southwesterly right of way line of the Southern Pacific Company (railroad); thence Southeasterly along said railroad right of way line of a curve to the right having a radius of 5625.00 feet and a long chord which bears South 59 degrees 46 minutes 15 seconds East, 1240.32 feet; thence continuing along the said railroad right of way line South 53 degrees 26 minutes 30 seconds East, 598.63 feet to a 1-1/4 inch iron pipe; thence South 21 degrees 12 minutes West, 959.66 feet to a copperweld survey marker; thence South 0 degrees 21 minutes 30 seconds East, 36.88 feet to a copperweld survey marker; thence North 89 degrees 43 minutes West, 125.10 feet to a copperweld survey marker; thence South 0 degrees 15 minutes East, 1490.95 feet to a ¾ inch iron pipe at the intersection with the section line common to Sections twenty-five (25) and thirty-six (36), Township one (1) South, Range six (6) East, Mount Diablo Base and Meridian; thence South 89 degrees 42 minutes 30 seconds West, 890.67 feet along said section line to the Point of Beginning.

EXCEPTING THEREFROM all that certain real property situated in the Southeast quarter (SE ¼) of Section twenty-five (25), Township one (1) South, Range six (6) East, Mount Diablo Base and Meridian, San Joaquin County, California, more particularly described as follows:

BEGINNING at a point on the South line of said Section twenty-five (25) and on the center line of Louise Avenue which bears South 89 degrees 42 minutes 30 seconds West, 1509.63 feet from the corner common to Sections twenty-five (25) and thirty-six (36), Township one (1) South, Range six (6) East and Sections thirty (30) and thirty-one (31), Township one (1) South, Range seven (7) East, Mount Diablo Base and Meridian; thence North 0 degrees 15

minutes West, 30 feet to a ¾ inch iron pipe; thence South 89 degrees 42 minutes 30 second West, 890.67 feet to a 4" x 4" concrete monument and to the Easterly right of way line of the Western Pacific Railroad Company; thence South 2 degrees 27 minutes 45 seconds East 30 feet, more or less, to the South line of said Section twenty-five (25) and the center line of Louise Avenue; thence along said South line North 89 degrees 42 minutes 30 seconds East, 890.67 feet to the Point of Beginning.

ALSO EXCEPTING FROM the above described parcel a strip of land 10 feet width, 5 feet on each side of the center line located Easterly from and parallel with the Easterly line of the South San Joaquin Irrigation District's right of way at a distance of approximately 20 feet, except along that portion of said South San Joaquin Irrigation District right of way, where its course changes in a Northwesterly direction Said center line of said 10 foot strip of land is more particularly described as follows:

BEGINNING at a point on the section line between Sections twenty-five (25) and thirty-six (36), Township one (1) South, Range six (6) East, Mount Diablo Base and Meridian, San Joaquin County, which point is North 89 degrees 34 minutes East, 3018.95 feet, more or less, from the section corner common to Sections twenty-five (25), twenty-six (26), thirty-five (35) and thirty-six (36), Township one (1) South, Range six (6) East, Mount Diablo Base and Meridian; thence North 2 degrees 34 minutes West 1227 feet, more or less; thence North 29 degrees 51 minutes West 329.1 feet, more or less; thence North 2 degrees 34 minutes West 1920 feet, more or less, to a point in the Southerly line of the Southern Pacific Company's right of way.

FURTHER EXCEPTING FROM the above described parcel any portion lying within the 200 foot Congressional grant of the Southern Pacific Railroad Company, lying along the Northeasterly side of said parcel.

ALSO EXCEPTING THEREFROM that portion of said land as conveyed to the County of San Joaquin, by Grant Deed recorded October 21, 1991, Recorder's Instrument No. 91103582, San Joaquin County Records.

APN: 198-110-02



City of Manteca
 Department of Public Works
 1001 W. Center Street
 Manteca, California 95337

ASSIEH DEVELOPMENT

SITE LOCATION 2403 W. LOUISE AVENUE

RESOLUTION NO. R2005-414

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF MANTECA APPROVING AGREEMENT NO. A2561
TO MAINTAIN STORM DRAIN DETENTION BASIN AND
TELEMETRY CONTROL SYSTEM AT 2403 W. LOUISE AVENUE

RESOLVED, that the City Council of the City of Manteca hereby approves Agreement No. A2561 by and between the **CITY OF MANTECA**, a Municipal Corporation, and **ASSIEH DEVELOPMENT CORPORATION**, to maintain storm drain detention basin and telemetry control system at 2403 W. Louise Avenue; and

RESOLVED, that **WILLIE W. WEATHERFORD**, Mayor of the City of Manteca, be and he is hereby authorized to sign said agreement.

DATED: September 19, 2005

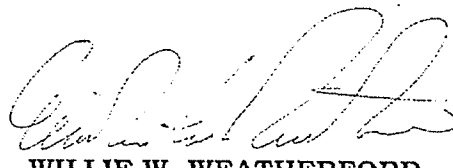
ROLL CALL:

AYES: Councilmembers DeBrum, Harris, Hernandez, and Weatherford

NOES: None

ABSENT: Mayor Pro Tempore Snyder

ABSTAIN: None




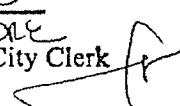
WILLIE W. WEATHERFORD
MAYOR

ATTEST:



JOANN TILTON, CMC
CITY CLERK

The foregoing is a correct copy of the
original on file in this office.

ATTEST 9/29/05

CHRIS MOXIE
JOANN TILTON, City Clerk 

WHEN RECORDED MAIL TO:

City Clerk
City of Manteca
1001 W. Center Street
Manteca, California 95337

DOC # 2005-247076

10/03/2005 09:23A Fee:NC

Page 1 of 9

Recorded in Official Records

County of San Joaquin

GARY W. FREEMAN

Assessor-Recorder-County Clerk

Paid by SHOWN ON DOCUMENT

GRANT OF EASEMENT



Preamble

This Agreement made this 19th day of September, 2005, by and between ASSIEH DEVELOPMENT CORPORATION, a California Corporation, hereinafter referred to as "Grantor," and CITY OF MANTECA, hereinafter referred to as "Grantee."

Recitals

WHEREAS, Grantor is the owner of certain real property in the City of Manteca, County of San Joaquin, State of California, hereinafter referred to as the "Servient Tenement," and described in Exhibit "A" attached hereto and incorporated herein, and

WHEREAS, Grantee desires to acquire certain rights in the Servient Tenement;

NOW, THEREFORE, it is agreed as follows:

Grant of Easement

1. For valuable consideration, Grantor hereby grants to Grantee an easement as hereinafter described.

Character of Easement

2. The easement granted herein is an easement in gross.

Description of Easement

3. The easement granted herein is a right to install and maintain traffic signal loops, pull boxes, conduits and appurtenances ("said facilities").

Location

4. The easement granted herein is located as described in Exhibit "B" and shown on Exhibit "C" attached hereto and incorporated herein by reference.

Use by Grantee

5. The easement granted herein includes the following use of the Servient Tenement: The right to install, repair, remove, replace, reconstruct, use, operate, inspect, and maintain said facilities.

Exclusiveness of Easement

6. The easement granted herein is exclusive.

Secondary Easements

7. The easement granted herein includes incidental rights of maintenance, repair, and replacement.

Entire Agreement

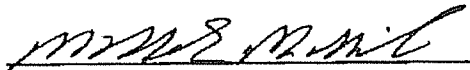
8. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

Binding Effect

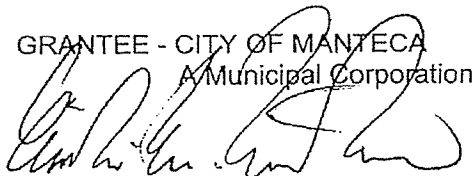
9. This instrument shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

GRANTOR – ASSIEH DEVELOPMENT CORPORATION
a California Corporation




GRANTEE - CITY OF MANTECA
A Municipal Corporation



Willie W. Weatherford, Mayor

(Notary Attachment Required)

ATTEST: 
Joany Tilton, City Clerk

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

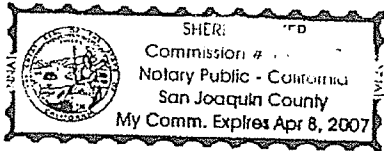
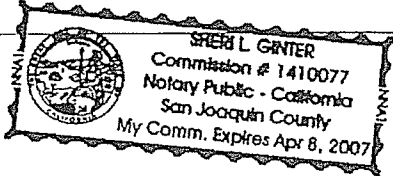
County of San Joaquin } ss.

On 9/21/05 before me, Sheri L. Ginter

personally appeared Willie W. Weatherford

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

Name(s) of Signer(s)



personally known to me

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.

Sheri L. Ginter
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Grant of Easement - Preamble - Traffic Signal
Assieh Dev

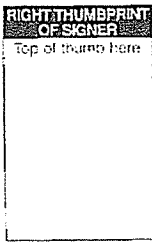
Document Date: 9/19/05

Number of Pages: _____

Signer(s) Other Than Named Above: _____

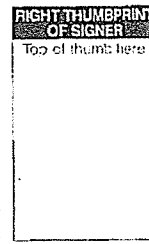
Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____



Signer Is Representing: _____

Signer's Name: _____
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

} ss.

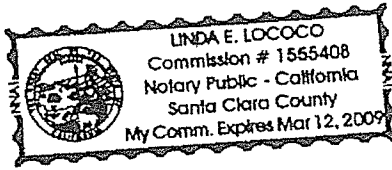
County of Santa Clara

On SEPT. 8, 2005 before me, Linda E. Lococo, Notary Public, personally appeared

NASSER MASSIH

- personally known to me
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 E. Lococo

OPTIONAL

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

Description of Attached Document

Title or Type of Document GRANT OF EASEMENT

Document Date SEPT. 8, 2005 Number of Pages TWO

Signer(s) other than named above WILLIE W. WEATHERFORD & JOANN TILTON

Capacity(ies) Claimed by Signer(s)

Signer's Name: NASSER MASSIH

Signer's Name:

- Individual
Corporate Officer
Title(s): VICE-PRESIDENT
Partner --- Limited General
Attorney-in-Fact
Trustee
Guardian or Conservator
Other:

- Individual
Corporate Officer
Title(s):
Partner --- Limited General
Attorney-in-Fact
Trustee
Guardian or Conservator
Other:

Signer is Representing ASSIEN DEVELOPMENT CORPORATION

Signer is Representing

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

All that certain real property situate in the City of Manteca, County of San Joaquin, State of California, described as follows:

All that certain real property situated in the Southeast one-quarter (SE ¼) of Section twenty-five (25), Township one (1) South, Range six (6) East, Mount Diablo Base and Meridian, San Joaquin County, California, more particularly described as follows:

COMMENCING at the section corner common to Sections twenty-five (25) and thirty-six (36), Township one (1) South, Range six (6) East, and Sections thirty (30) and thirty-one (31), Township one (1) South, Range seven (7) East, Mount Diablo Base and Meridian; thence South 89 degrees 42 minutes 30 seconds West, 2400.30 feet along the section line common to Sections twenty-five (25) and thirty-six (36), Township one (1) South Range six (6) East, Mount Diablo Base and Meridian, to the point of beginning of this description; thence North 2 degrees 27 minutes 45 seconds West, 1500.00 feet; thence South 89 degrees 42 minutes 40 seconds West, 150.00 feet to the Easterly right of way line of the Western Pacific Railroad Company, thence North 2 degrees 27 minutes 45 seconds West, 1150.80 feet along said railroad right of way line; thence North 89 degrees 42 minutes 30 seconds East, 100.00 feet; thence North 2 degrees 27 minutes 45 seconds West, 759.99 feet to the Southwesterly right of way line of the Southern Pacific Company (railroad); thence Southeasterly along said railroad right of way line of a curve to the right having a radius of 5625.00 feet and a long chord which bears South 59 degrees 46 minutes 15 seconds East, 1240.32 feet; thence continuing along the said railroad right of way line South 53 degrees 26 minutes 30 seconds East, 598.63 feet to a 1-1/4 inch iron pipe; thence South 21 degrees 12 minutes West, 959.66 feet to a copperweld survey marker; thence South 0 degrees 21 minutes 30 seconds East, 36.88 feet to a copperweld survey marker; thence North 89 degrees 43 minutes West, 125.10 feet to a copperweld survey marker; thence South 0 degrees 15 minutes East, 1490.95 feet to a ¾ inch iron pipe at the intersection with the section line common to Sections twenty-five (25) and thirty-six (36), Township one (1) South, Range six (6) East, Mount Diablo Base and Meridian; thence South 89 degrees 42 minutes 30 seconds West, 890.67 feet along said section line to the Point of Beginning.

EXCEPTING THEREFROM all that certain real property situated in the Southeast quarter (SE ¼) of Section twenty-five (25), Township one (1) South, Range six (6) East, Mount Diablo Base and Meridian, San Joaquin County, California, more particularly described as follows:

BEGINNING at a point on the South line of said Section twenty-five (25) and on the center line of Louise Avenue which bears South 89 degrees 42 minutes 30 seconds West, 1509.63 feet from the corner common to Sections twenty-five (25) and thirty-six (36), Township one (1) South, Range six (6) East and Sections thirty (30) and thirty-one (31), Township one (1) South, Range seven (7) East, Mount Diablo Base and Meridian; thence North 0 degrees 15 minutes West, 30 feet to a ¾ inch iron pipe; thence South 89 degrees 42 minutes 30 second

West, 890.67 feet to a 4" x 4" concrete monument and to the Easterly right of way line of the Western Pacific Railroad Company; thence South 2 degrees 27 minutes 45 seconds East 30 feet, more or less, to the South line of said Section twenty-five (25) and the center line of Louise Avenue; thence along said South line North 89 degrees 42 minutes 30 seconds East, 890.67 feet to the Point of Beginning.

ALSO EXCEPTING FROM the above described parcel a strip of land 10 feet width, 5 feet on each side of the center line located Easterly from and parallel with the Easterly line of the South San Joaquin Irrigation District's right of way at a distance of approximately 20 feet, except along that portion of said South San Joaquin Irrigation District right of way, where its course changes in a Northwesterly direction Said center line of said 10 foot strip of land is more particularly described as follows:

BEGINNING at a point on the section line between Sections twenty-five (25) and thirty-six (36), Township one (1) South, Range six (6) East, Mount Diablo Base and Meridian, San Joaquin County, which point is North 89 degrees 34 minutes East, 3018.95 feet, more or less, from the section corner common to Sections twenty-five (25), twenty-six (26), thirty-five (35) and thirty-six (36), Township one (1) South, Range six (6) East, Mount Diablo Base and Meridian; thence North 2 degrees 34 minutes West 1227 feet, more or less; thence North 29 degrees 51 minutes West 329.1 feet, more or less; thence North 2 degrees 34 minutes West 1920 feet, more or less, to a point in the Southerly line of the Southern Pacific Company's right of way.

FURTHER EXCEPTING FROM the above described parcel any portion lying within the 200 foot Congressional grant of the Southern Pacific Railroad Company, lying along the Northeasterly side of said parcel.

ALSO EXCEPTING THEREFROM that portion of said land as conveyed to the County of San Joaquin, by Grant Deed recorded October 21, 1991, Recorder's Instrument No. 91103582, San Joaquin County Records.

APN: 198-110-02

EXHIBIT "B"

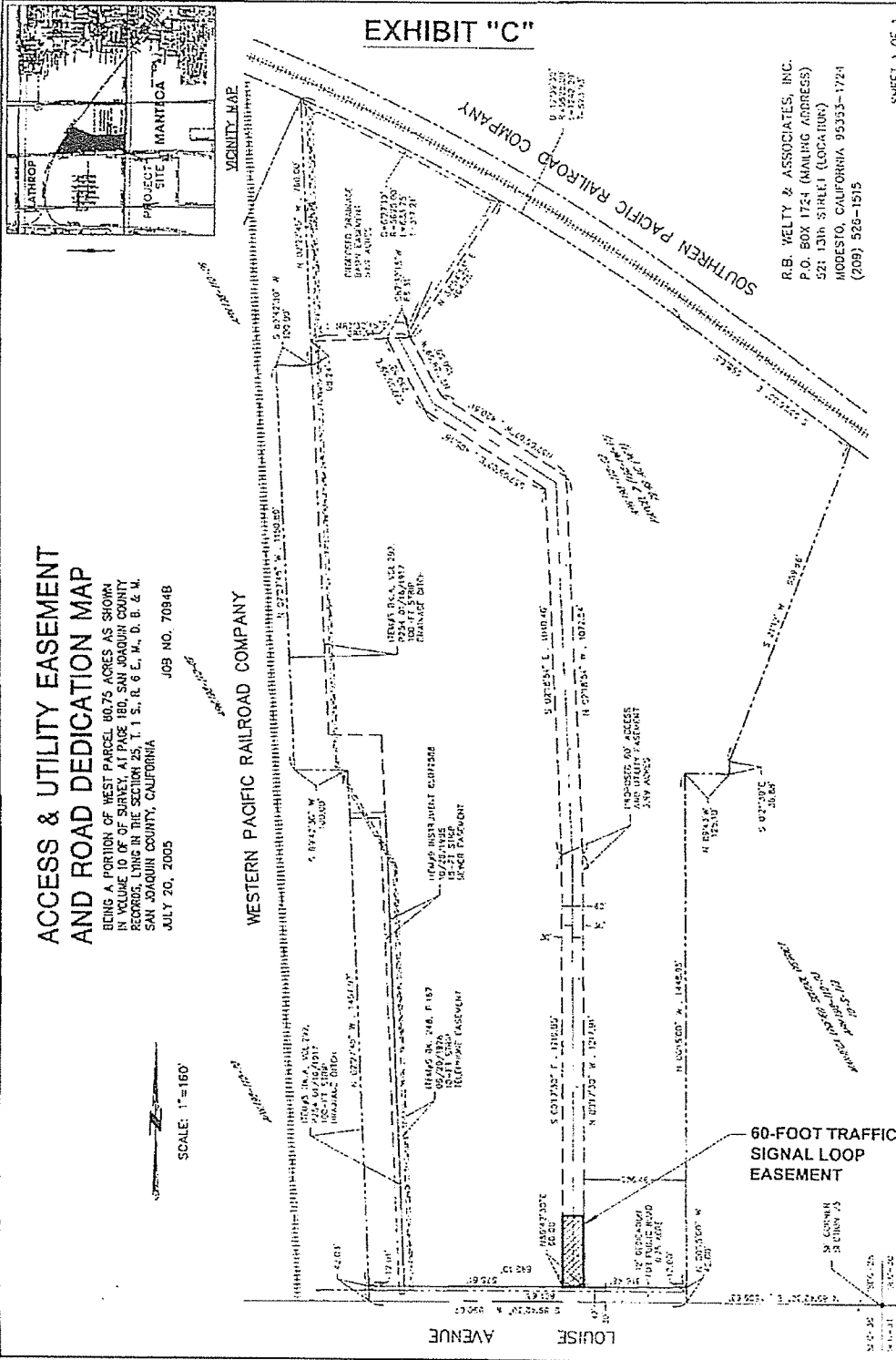
**LEGAL DESCRIPTION OF
TRAFFIC SIGNAL FACILITIES EASEMENT**

A strip of land Sixty (60) foot in width for the purposes of ingress, egress, construction and maintenance of storm drainage facilities, including all parts of structures that are within said line, situated in Sections 25, Township 1 South, Range 6 East, Mount Diablo Base and Meridian, San Joaquin County, State of California, more particularly described as follows:

COMMENCING at the southeast corner of said Section 25; thence along the south line of said Section 25 South 89°42'30" West, as shown in Volume 10 of Surveys, at Page 180, San Joaquin County Records, 1509.63 feet; thence North 0°15'00" West, 42.00 feet; thence 42.00 feet north and parallel with said south line of Section 25 South 89°42'30" West 286.48 feet to the TRUE POINT OF BEGINNING; thence along the easterly line of said 60.00 foot wide strip easement North 0°17'30" West 200.00 feet; thence South 89 42 30 West 60.00 feet; thence along the westerly line of said 60.00 foot wide streep easement South 0°17'30" East 200.00 feet to the south end of said westerly line of said easement; thence 42.00 feet north and parallel with said South line of Section 25 North 89°42'30" East 60.00 feet to said TRUE POINT OF BEGINNING.

SUBJECT TO all easements and /or rights-of-way, of record.

EXHIBIT "C"



ACCESS & UTILITY EASEMENT
AND ROAD DEDICATION MAP

BEING A PORTION OF WEST PARCEL 80.75 ACRES AS SHOWN
IN VOLUME 10 OF SURVEY, AT PAGE 180, SAN JOAQUIN COUNTY
RECORDS, LYING IN THE SECTION 25, T. 1 S., R. 6 E., M. D. B. & M.
SAN JOAQUIN COUNTY, CALIFORNIA

JOB NO. 7094B

SCALE: 1"=160'

R.B. WELTY & ASSOCIATES, INC.
P.O. BOX 1724 (MAILING ADDRESS)
521 13th STREET (LOCAL OFFICE)
MODESTO, CALIFORNIA 95353-1724
(209) 526-1515

SHEET 1 OF 1



City of Manteca
Department of Public Works
1001 W. Center Street
Manteca, California 95337

ASSIEH DEVELOPMENT CORPORATION
TRAFFIC SIGNAL FACILITIES EASEMENT

RESOLUTION NO. R2005-416

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MANTECA APPROVING A GRANT OF EASEMENT (D1048)**

RESOLVED AND ORDERED that the City Council of the City of Manteca does hereby accept a Grant of Easement (D1048) by and between the **CITY OF MANTECA**, a Municipal Corporation, and ASSIEH DEVELOPMENT CORPORATION, to install and maintain traffic signal loops, pull boxes, conduits and appurtenances at 2403 W. Louise Avenue; and

BE IT FURTHER RESOLVED AND ORDERED that **JOANN TILTON**, City Clerk for the City of Manteca, be and she is hereby instructed to attend to the proper recordation of said Grant of Easement.

DATED: September 19, 2005

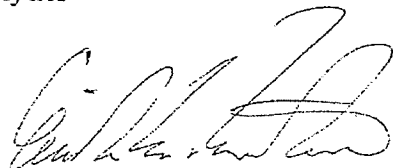
ROLL CALL:

AYES: Councilmember DeBrum, Harris, Hernandez, and Weatherford

NOES: None

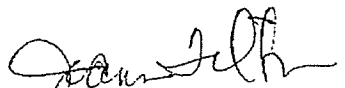
ABSENT: Mayor Pro Tempore Snyder

ABSTAIN: None



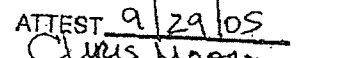
**WILLIE W. WEATHERFORD
MAYOR**

ATTEST:



**JOANN TILTON, CMC
CITY CLERK**

The foregoing is a correct copy of the
original on file in this office.

ATTEST 9/29/05

JOANN TILTON, City Clerk

25-128

NOTARY'S STATEMENT

STATE OF CALIFORNIA
COUNTY OF YOLO
ON 12/17/2011 BEFORE ME, C. Martin, a Notary Public, personally appeared Tim Meisack, who 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 in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.
C. Martin
Yolo County
2/17/2011
(ABOVE AREA FOR NOTARIAL SEAL)

SIGNATURE C. Martin
(SIGNATURE OF NOTARY PUBLIC)

ACCEPTANCE STATEMENT

THIS IS TO CERTIFY THAT THE INTEREST IN REAL PROPERTY OFFERED FOR DEDICATION ON THIS PARCEL MAP TO THE SAN JOAQUIN COUNTY FLOOD CONTROL AND WATER CONTROL DISTRICT IS SUBJECT PURSUANT TO THE LAWS OF THE STATE OF CALIFORNIA AND THE LAWS OF THE COUNTY OF SAN JOAQUIN. THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN JOAQUIN PURSUANT TO THE AUTHORITY CONFERRED BY RESOLUTION NO. 10-523 OF BOARD OF SUPERVISORS OF SAN JOAQUIN COUNTY ADOPTED ON OCTOBER 3, 2010, AND THE GRANTEE CONSENTS TO REGISTRATION THEREOF BY ITS AUTHORIZED OFFICER.

DATED THIS 23rd DAY OF DECEMBER, 2011.

Thomas M. Gau
THOMAS M. GAU, R.C.E. 26994
DIRECTOR OF PUBLIC WORKS
COUNTY OF SAN JOAQUIN

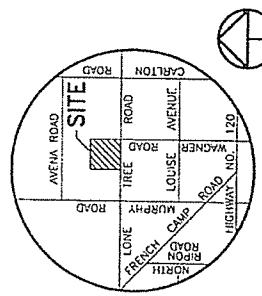
OWNERS' STATEMENT

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE ALL THE PARTIES HAVING RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED AND SHOWN ON THIS PARCEL MAP AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS PARCEL MAP IN THE COUNTY OF SAN JOAQUIN, CALIFORNIA, WITH SAN JOAQUIN COUNTY FLOOD CONTROL AND WATER CONTROL DISTRICT AS THE GRANTEE OF THE FLOOD CONTROL AND WATER CONTROL DISTRICT AND AS THE GRANTEE OF THE FLOOD CONTROL AND WATER CONTROL DISTRICT AND AS THE GRANTEE OF THE FLOOD CONTROL AND WATER CONTROL DISTRICT AND AS THE GRANTEE OF THE FLOOD CONTROL AND WATER CONTROL DISTRICT.

BY: Manfred Haeril General Partner DATE: 12/11
BY: Christine Haeril General Partner DATE: 12/11
BY: Tim Meisack, His Attorney-in-Fact DATE: 12/11
BY: Guillermo Hebert General Partner DATE: 12/11
BY: Christine Haeril General Partner DATE: 12/11
BY: Tim Meisack, His Attorney-in-Fact DATE: 12/11
BY: Wolfgang Haeril General Partner DATE: 12/11
BY: Tim Meisack, His Attorney-in-Fact DATE: 12/11

NOTE

PURSUANT TO SECTION 66436 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN LIMITED:
TUOLUMNE WATER POWER COMPANY A CORPORATION (NOW PACIFIC GAS AND ELECTRIC COMPANY), LINE OF TOWERS, BOOK "A" OF DEEDS 58-517, S.J.C.R. (EXACT WIDTH NOT OF RECORD)
SIERRA AND SAN FRANCISCO POWER COMPANY (NOW PACIFIC GAS AND ELECTRIC COMPANY), LINE OF TOWERS, BOOK "A" OF DEEDS 187-315, S.J.C.R. (EXACT WIDTH NOT OF RECORD)



VICINITY MAP
NO SCALE

PARCEL MAP

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 21, T.1S., R.8E., MOUNT DIABLO BASE & MERIDIAN SAN JOAQUIN COUNTY - CALIFORNIA
JANUARY 2011
SHEET 1 of 2

Schack & Company, Inc.
Civil Engineering • Building Design • Surveying

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF THE RITTEL FAMILY LP ON JULY 16, 2010. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY. ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND ARE SUFFICIENT TO EMBLEM THE SURVEY TO BE RETRACED.

DATED THIS 22nd DAY OF December, 2010.

Dan R. Schack
DAN R. SCHACK, R.C.E. 32158
REGISTRATION EXPIRATION DATE: 12/31/2012

COUNTY SURVEYOR'S STATEMENT

I, THOMAS M. GAU, HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, IF REQUIRED, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS PARCEL MAP COMPLIES WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND ALL APPLICABLE ORDINANCES OF SAN JOAQUIN COUNTY, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, IF REQUIRED, AND THAT THIS PARCEL MAP IS TECHNICALLY CORRECT.

DATED THIS 23rd DAY OF DECEMBER, 2011.

Thomas M. Gau
THOMAS M. GAU, R.C.E. 26994
COUNTY SURVEYOR
REGISTRATION EXPIRATION DATE: 03/31/13

RECORDER'S STATEMENT

FILED THIS 23rd DAY OF DECEMBER, 2011, AT 2:42 P.M.
IN BOOK 26 OF PARCEL MAPS, AT PAGE 188
AT THE REQUEST OF DAN R. SCHACK.
FEE: \$ 11.00

Kenneth W. Blakmore
KENNETH W. BLAKMORE
ASSESSOR-RECORDER-COUNTY CLERK

Jeanne Davis
JEANNE DAVIS
ASSISTANT/DEPUTY RECORDER

25-128

25-128A

NOTES

1. REFER TO MINOR SUBDIVISION APPLICATION NO. PA-08-324.
2. THE PRELIMINARY TITLE REPORT PREPARED BY CHICAGO TITLE COMPANY ORDER NO. 06-6320765-C-170, DATED JUNE 4, 2010, WAS USED IN THE PREPARATION OF THIS PARCEL MAP.
3. ALL PERSONS PURCHASING PARCELS WITHIN THE BOUNDARIES OF THIS APPROVED MAP SHOULD BE PREPARED TO ACCEPT THE INCONVENIENCES OR DISCOMFORTS ASSOCIATED WITH AGRICULTURAL OPERATIONS OR ACTIVITIES, SUCH AS NOISE, ODORS, INSECTS, DUST OR FUMES. SAN JOAQUIN COUNTY HAS DETERMINED THAT SUCH INCONVENIENCES OR DISCOMFORTS SHALL NOT BE CONSIDERED TO BE A NUISANCE.
4. PURSUANT TO SECTION 9-1510.05 OF THE SAN JOAQUIN COUNTY DEVELOPMENT TITLE LAW, THE FOLLOWING AREA IS DESIGNATED AS A NATURAL OPEN SPACE FOR RIPARIAN HABITAT AND WATERWAY PROTECTION. NO DEVELOPMENT OTHER THAN WATER DEPENDENT USES SHALL BE PERMITTED IN THIS SPACE. PARALLEL TO THE LONE TREE CREEK, A NATURAL OPEN SPACE AREA FOR RIPARIAN HABITAT AND WATERWAY PROTECTION SHALL BE MAINTAINED TO PROVIDE RESTING AND FORAGING HABITAT AND THE PROTECTION OF WATERWAY QUALITY. THE MINIMUM WIDTH OF SAID OPEN SPACE SHALL BE ONE-HUNDRED (100) FEET, MEASURED FROM THE MEAN HIGH WATER LEVEL OF THE NATURAL BANK OR FIFTY (50) FEET BACK FROM THE EXISTING RIPARIAN HABITAT, WHICHEVER IS GREATER.
5. WATER-DEPENDENT USES MAY BE PERMITTED IN THIS BUFFER.
6. DECLARATION OF COVENANT TO GRANT AND CONVEY AN EASEMENT FOR MAINTENANCE AND CONSTRUCTION ACTIVITIES ON LONE TREE CREEK PER DEC. NO. 2010-0975-4.
7. THIS PARCEL MAP IS SUBJECT TO PROVISIONS OF A NOTICE OF FLOOD MAPPING INFORMATION RECORDED ON NOVEMBER 3, 2011, AS DOCUMENT NO. 2011-138421, SAN JOAQUIN COUNTY RECORDS.

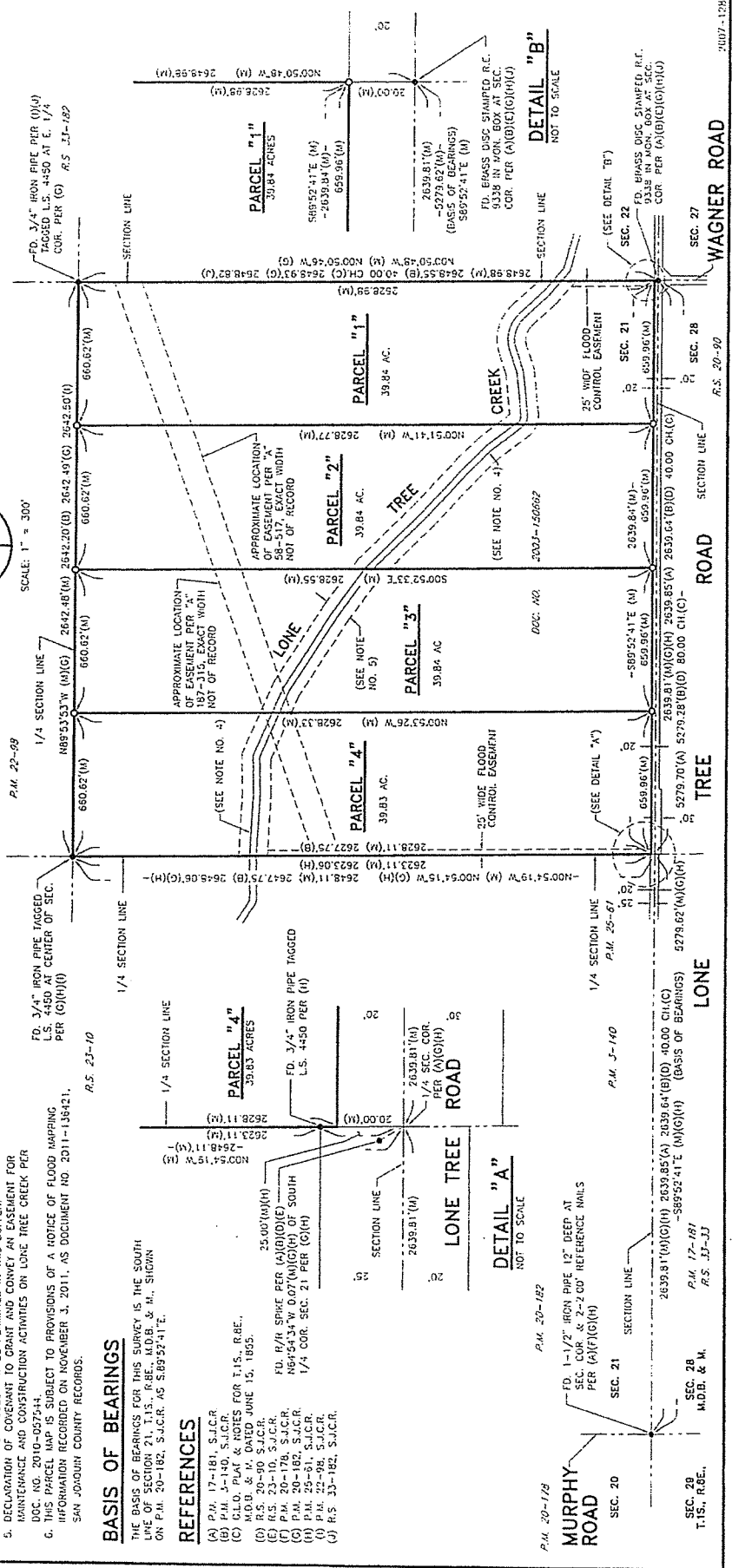
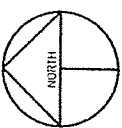
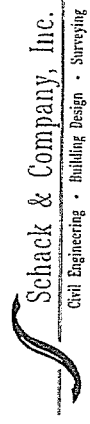
LEGEND

- INDICATES FOUND MONUMENT AS NOTED UNLESS NOTED OTHERWISE
- INDICATES SET 3/4" IRON PIPE TAGGED AS NOTED UNLESS NOTED OTHERWISE
- INDICATES FOUND ON THIS SURVEY
- INDICATES SEARCHED, FOUND NOTHING
- INDICATES MEASURED THIS SURVEY
- INDICATES OFFICIAL RECORDS
- INDICATES OFFICIAL RECORD INFORMATION
- INDICATES OFFICIAL RECORDS, PAGES S.J.C.R.
- INDICATES MAPS AND PLATS, VOLUME AND PAGE, S.J.C.R.
- INDICATES PARCEL MAP, BOOK AND PAGE, S.J.C.R.
- INDICATES WITHIN MONUMENT, S.J.C.R.
- INDICATES SAN JOAQUIN COUNTY RECORDS
- INDICATES FIELD BOOK, BOOK AND PAGE, SAN JOAQUIN COUNTY SURVEYOR'S RECORDS
- INDICATES WITNESS' CORNER
- INDICATES SAN JOAQUIN COUNTY RECORDS
- INDICATES DOCUMENT NUMBER, S.J.C.R.
- INDICATES DOCUMENT NUMBER, S.J.C.R.
- INDICATES DOCUMENT NUMBER, S.J.C.R.

PARCEL MAP

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 21, T.1S., R.8E., MOUNT DIABLO BASE & MERIDIAN SAN JOAQUIN COUNTY - CALIFORNIA JANUARY 2011 - SCALE 1"=300'

SHEET 2 of 2



BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE SOUTH LINE OF SECTION 21, T.1S., R.8E., M.D.B. & M., SHOWN ON P.M. 20-182, S.J.C.R., AS 5895241'E.

REFERENCES

- (A) P.M. 17-181, S.J.C.R.
- (B) P.M. 3-140, S.J.C.R.
- (C) G.L.O. PLAT & NOTES FOR T.1S., R.8E., M.D.B. & M., DATED JUNE 15, 1865.
- (D) R.S. 20-30 S.J.C.R.
- (E) R.S. 23-10, S.J.C.R.
- (F) P.M. 20-182, S.J.C.R.
- (G) P.M. 22-98, S.J.C.R.
- (H) P.M. 22-182, S.J.C.R.
- (I) R.S. 33-182, S.J.C.R.

25-128A

WHEN RECORDED MAIL TO:

City Clerk
City of Manteca
1001 W. Center Street
Manteca, California 95337

DOC # 2005-247077

10/03/2005 09:23A Fee:NC

Page 1 of 9

Recorded in Official Records
County of San Joaquin

GARY W. FREEMAN
Assessor-Recorder-County Clerk
Paid by SHOWN ON DOCUMENT



GRANT OF EASEMENT

Preamble

This Agreement made this 19th day of September, 2005, by and between ASSIEH DEVELOPMENT CORPORATION, a California Corporation, hereinafter referred to as "Grantor," and CITY OF MANTECA, hereinafter referred to as "Grantee."

Recitals

WHEREAS, Grantor is the owner of certain real property in the City of Manteca, County of San Joaquin, State of California, hereinafter referred to as the "Servient Tenement," and described in Exhibit "A" attached hereto and incorporated herein, and

WHEREAS, Grantee desires to acquire certain rights in the Servient Tenement;

NOW, THEREFORE, it is agreed as follows:

Grant of Easement

1. For valuable consideration, Grantor hereby grants to Grantee an easement as hereinafter described.

Character of Easement

2. The easement granted herein is an easement in gross.

Description of Easement

3. The easement granted herein is a right to use and maintain, sanitary sewer, water, storm drain lines and appurtenances; electrical, gas, telephone and cablevision lines and appurtenances, by companies having a franchise with the City of Manteca and other utility companies, all hereto referred to as "said facilities".

Location

4. The easement granted herein is located as described in Exhibit "B" and shown on Exhibit "C" attached hereto and incorporated herein by reference.

Use by Grantee

5. The easement granted herein includes the following use of the Servient Tenement: The right to install, repair, remove, replace, reconstruct, use, operate, inspect, and maintain said facilities.

Exclusiveness of Easement

6. The easement granted herein is exclusive.

Secondary Easements

7. The easement granted herein includes incidental rights of maintenance, repair, and replacement.

Entire Agreement

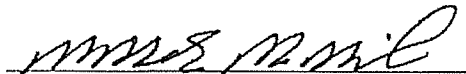
8. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

Binding Effect

9. This instrument shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties hereto.

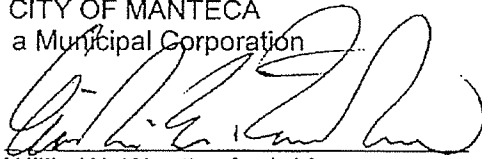
IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

ASSIEH DEVELOPMENT CORPORATION,
a California Corporation



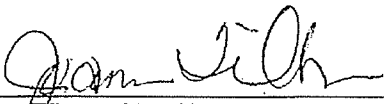
(Notary Attachment Required)

GRANTEE - CITY OF MANTECA
a Municipal Corporation



Willie W. Weatherford, Mayor

ATTEST:



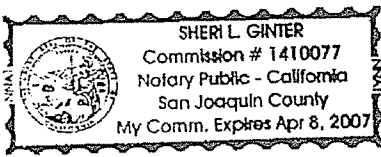
Joann Yilton, City Clerk

GRANT OF EASEMENT - PUBLIC UTILITIES
ASSIEH DEVELOPMENT CORPORATION

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of San Joaquin } ss.
On 9/21/05 before me, Sheri L. Ginter
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Willie W. Weatherford
Name(s) of Signer(s)

personally known to me



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.

Place Notary Seal Above

Sheri L. Ginter
Signature of Notary Public

OPTIONAL

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

Description of Attached Document
Title or Type of Document: Grant of Easement Public Utilities - Assien Dev.

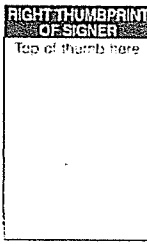
Document Date: 9/19/05 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

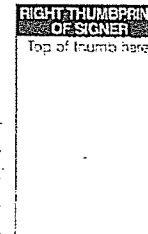
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

} ss.

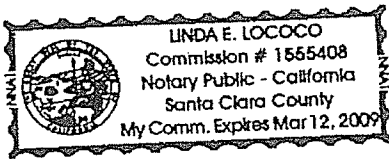
County of Santa Clara

On SEPT. 8, 2005 before me, Linda E. Lococo, Notary Public, personally appeared

NASSER MASSIH

- personally known to me
[X] 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 E. Lococo

OPTIONAL

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

Description of Attached Document

Title or Type of Document GRANT OF ERASEMENT

Document Date 9-8-2005 Number of Pages TWO

Signer(s) other than named above WILLIE W. WEATHERFORD & JOANN TILTON

Capacity(ies) Claimed by Signer(s)

Signer's Name: NASSER MASSIH

Signer's Name:

- Individual
[X] Corporate Officer
Title(s): VICE-PRESIDENT
Partner --- Limited General
Attorney-in-Fact
Trustee
Guardian or Conservator
Other:

- Individual
Corporate Officer
Title(s):
Partner --- Limited General
Attorney-in-Fact
Trustee
Guardian or Conservator
Other:

Signer is Representing

ASSIEH DEVELOPMENT CORPORATION

Signer is Representing

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

All that certain real property situate in the City of Manteca, County of San Joaquin, State of California, described as follows:

All that certain real property situated in the Southeast one-quarter (SE ¼) of Section twenty-five (25), Township one (1) South, Range six (6) East, Mount Diablo Base and Meridian, San Joaquin County, California, more particularly described as follows:

COMMENCING at the section corner common to Sections twenty-five (25) and thirty-six (36), Township one (1) South, Range six (6) East, and Sections thirty (30) and thirty-one (31), Township one (1) South, Range seven (7) East, Mount Diablo Base and Meridian; thence South 89 degrees 42 minutes 30 seconds West, 2400.30 feet along the section line common to Sections twenty-five (25) and thirty-six (36), Township one (1) South Range six (6) East, Mount Diablo Base and Meridian, to the point of beginning of this description; thence North 2 degrees 27 minutes 45 seconds West, 1500.00 feet; thence South 89 degrees 42 minutes 40 seconds West, 150.00 feet to the Easterly right of way line of the Western Pacific Railroad Company, thence North 2 degrees 27 minutes 45 seconds West, 1150.80 feet along said railroad right of way line; thence North 89 degrees 42 minutes 30 seconds East, 100.00 feet; thence North 2 degrees 27 minutes 45 seconds West, 759.99 feet to the Southwesterly right of way line of the Southern Pacific Company (railroad); thence Southeasterly along said railroad right of way line of a curve to the right having a radius of 5625.00 feet and a long chord which bears South 59 degrees 46 minutes 15 seconds East, 1240.32 feet; thence continuing along the said railroad right of way line South 53 degrees 26 minutes 30 seconds East, 598.63 feet to a 1-1/4 inch iron pipe; thence South 21 degrees 12 minutes West, 959.66 feet to a copperweld survey marker; thence South 0 degrees 21 minutes 30 seconds East, 36.88 feet to a copperweld survey marker; thence North 89 degrees 43 minutes West, 125.10 feet to a copperweld survey marker; thence South 0 degrees 15 minutes East, 1490.95 feet to a ¾ inch iron pipe at the intersection with the section line common to Sections twenty-five (25) and thirty-six (36), Township one (1) South, Range six (6) East, Mount Diablo Base and Meridian; thence South 89 degrees 42 minutes 30 seconds West, 890.67 feet along said section line to the Point of Beginning.

EXCEPTING THEREFROM all that certain real property situated in the Southeast quarter (SE ¼) of Section twenty-five (25), Township one (1) South, Range six (6) East, Mount Diablo Base and Meridian, San Joaquin County, California, more particularly described as follows:

BEGINNING at a point on the South line of said Section twenty-five (25) and on the center line of Louise Avenue which bears South 89 degrees 42 minutes 30 seconds West, 1509.63 feet from the corner common to Sections twenty-five (25) and thirty-six (36), Township one (1) South, Range six (6) East and Sections thirty (30) and thirty-one (31), Township one (1) South, Range seven (7) East, Mount Diablo Base and Meridian; thence North 0 degrees 15 minutes West, 30 feet to a ¾ inch iron pipe; thence South 89 degrees 42 minutes 30 second West, 890.67 feet to a 4" x 4" concrete monument and to the Easterly right of way line of the

Western Pacific Railroad Company; thence South 2 degrees 27 minutes 45 seconds East 30 feet, more or less, to the South line of said Section twenty-five (25) and the center line of Louise Avenue; thence along said South line North 89 degrees 42 minutes 30 seconds East, 890.67 feet to the Point of Beginning.

ALSO EXCEPTING FROM the above described parcel a strip of land 10 feet width, 5 feet on each side of the center line located Easterly from and parallel with the Easterly line of the South San Joaquin Irrigation District's right of way at a distance of approximately 20 feet, except along that portion of said South San Joaquin Irrigation District right of way, where its course changes in a Northwesterly direction Said center line of said 10 foot strip of land is more particularly described as follows:

BEGINNING at a point on the section line between Sections twenty-five (25) and thirty-six (36), Township one (1) South, Range six (6) East, Mount Diablo Base and Meridian, San Joaquin County, which point is North 89 degrees 34 minutes East, 3018.95 feet, more or less, from the section corner common to Sections twenty-five (25), twenty-six (26), thirty-five (35) and thirty-six (36), Township one (1) South, Range six (6) East, Mount Diablo Base and Meridian; thence North 2 degrees 34 minutes West 1227 feet, more or less; thence North 29 degrees 51 minutes West 329.1 feet, more or less; thence North 2 degrees 34 minutes West 1920 feet, more or less, to a point in the Southerly line of the Southern Pacific Company's right of way.

FURTHER EXCEPTING FROM the above described parcel any portion lying within the 200 foot Congressional grant of the Southern Pacific Railroad Company, lying along the Northeasterly side of said parcel.

ALSO EXCEPTING THEREFROM that portion of said land as conveyed to the County of San Joaquin, by Grant Deed recorded October 21, 1991, Recorder's Instrument No. 91103582, San Joaquin County Records.

APN: 198-110-02

EXHIBIT "B"

LEGAL DESCRIPTION OF EASEMENT

A strip of land ten (10) feet in width for the purposes of a public utility easement, being a portion of the West Parcel (80.75 acres) as shown in Volume 10 of Surveys, at Page 180, situated in Sections 25, Township 1 South, Range 6 East, Mount Diablo Base and Meridian, San Joaquin County, State of California; more particularly described as follows:

COMMENCING at the southeast corner of said Section 25; thence along the south line of said Section 25 South 89°42'30" West, as shown on said Volume 10 of Surveys, at Page 180, San Joaquin County Records, 1509.63 feet; thence North 0°15'00" West, 42.00 feet to the TRUE POINT OF BEGINNING; thence 42.00 feet north and parallel with said south line of Section 25 South 89°42'30" West 892.29 feet to the east line of said West Parcel; thence North 02°27'45" 10.01 feet along the west line of said West Parcel; thence 52.00 feet north and parallel with said south line of Section 25, North 89°42'30" East 892.68 feet to the east line of said West Parcel; thence South 00°15'00" East 10.00 feet to the TRUE POINT OF BEGINNING



EXHIBIT "C"



City of Manteca
 Department of Public Works
 1001 W. Center Street
 Manteca, California 95337

**ASSIEH DEVELOPMENT
 GRANT OF EASEMENT FOR PUBLIC UTILITIES**

RESOLUTION NO. R2005-417

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MANTECA APPROVING A GRANT OF EASEMENT (D1049)**

RESOLVED AND ORDERED that the City Council of the City of Manteca does hereby accept a Grant of Easement (D1049) by and between the **CITY OF MANTECA**, a Municipal Corporation, and **ASSIEH DEVELOPMENT CORPORATION**, a 10-foot wide easement to install and maintain public utilities at the back of sidewalk along the frontage of 2403 W. Louise Avenue; and

BE IT FURTHER RESOLVED AND ORDERED that **JOANN TILTON**, City Clerk for the City of Manteca, be and she is hereby instructed to attend to the proper recordation of said Grant of Easement.

DATED: September 19, 2005

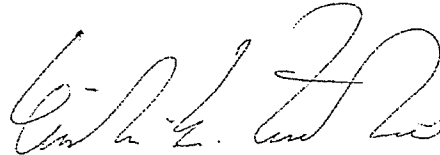
ROLL CALL:

AYES: Councilmember DeBrum, Harris, Hernandez, and Weatherford

NOES: None

ABSENT: Mayor Pro Tempore Snyder

ABSTAIN: None



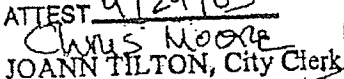
**WILLIE W. WEATHERFORD
MAYOR**

ATTEST:



**JOANN TILTON, CMC
CITY CLERK**

The foregoing is a correct copy of the original on file in this office.

ATTEST 9/29/05

JOANN TILTON, City Clerk

25-128

NOTARY'S STATEMENT

STATE OF California, COUNTY OF Yuba, BEFORE ME, C. Martin, a Notary Public, personally appeared Tim McSwac, who 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 in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 C. Martin
(SIGNATURE OF NOTARY PUBLIC)
Yuba County
2/17/2011
(ABOVE AREA FOR NOTARIAL SEAL)

ACCEPTANCE STATEMENT

THIS IS TO CERTIFY THAT THE INTEREST IN REAL PROPERTY OFFERED FOR REDEMPTION ON THIS PARCEL MAP TO THE SAN JOAQUIN COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, A DISTRICT FORMED PURSUANT TO THE LAWS OF THE STATE OF CALIFORNIA, IS HEREBY ACCEPTED BY THE UNDERSIGNED OFFICER OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN JOAQUIN PURSUANT TO THE AUTHORITY CONFERRED BY RESOLUTION NO. 10-222 OF BOARD OF SUPERVISORS OF THE COUNTY OF SAN JOAQUIN ADOPTED ON OCTOBER 5, 2010, AND THE GRANTEE CONSENTS TO REDEMPTION THEREOF BY ITS AUTHORIZED OFFICER.

DATED THIS 23rd DAY OF DECEMBER, 2011.

Thomas M. Gau
THOMAS M. GAU, R.C.E. 26994
DIRECTOR OF PUBLIC WORKS
COUNTY OF SAN JOAQUIN

OWNERS' STATEMENT

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE ALL THE PARTIES HAVING RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED AND SHOWN ON THIS PARCEL MAP AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS PARCEL MAP AND WE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA, FOR CONSIDERATION OF THIS MAP. AN FILING FOR FLOOD CONTROL PURPOSES IDENTIFIED AS "FLOOD CONTROL EXEMPT" ON THIS MAP. HAERIL FAMILY LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP

BY: Christine Haeril General Partner
CHRISTINE HAERIL, GENERAL PARTNER
DATE: 12/11

BY: Tim McSwac His Attorney-in-Fact
BY TIM McSWAC, HIS ATTORNEY-IN-FACT
DATE: 12/11

BY: Christine Haeril General Partner
CHRISTINE HAERIL, GENERAL PARTNER
DATE: 12/11

BY: Tim McSwac His Attorney-in-Fact
BY TIM McSWAC, HIS ATTORNEY-IN-FACT
DATE: 12/11

BY: Christine Haeril General Partner
CHRISTINE HAERIL, GENERAL PARTNER
DATE: 12/11

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BY TIM McSWAC, HIS ATTORNEY-IN-FACT
DATE: 12/11

BY: Christine Haeril General Partner
CHRISTINE HAERIL, GENERAL PARTNER
DATE: 12/11

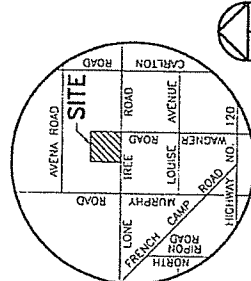
BY: Tim McSwac His Attorney-in-Fact
BY TIM McSWAC, HIS ATTORNEY-IN-FACT
DATE: 12/11

NOTE

PURSUANT TO SECTION 86436 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:

TUOLUMNE WATER POWER COMPANY A CORPORATION (NOW PACIFIC GAS AND ELECTRIC COMPANY), LINE OF TOWERS, BOOK "A" OF DEEDS 56-517, S.J.C.R. (EXACT WIDTH NOT OF RECORD)

SIERRA AND SAN FRANCISCO POWER COMPANY (NOW PACIFIC GAS AND ELECTRIC COMPANY), LINE OF TOWERS, BOOK "A" OF DEEDS 187-315, S.J.C.R. (EXACT WIDTH NOT OF RECORD)



VICINITY MAP
NO SCALE

Doc. No. 2011-18871
2/22/2011 5:48:27 PM
County of Yuba
1114 677 South on 43rd Street
Yuba, CA 95994

PARCEL MAP

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 21, T.1S., R.8E., MOUNT DIABLO BASE & MERIDIAN SAN JOAQUIN COUNTY - CALIFORNIA
JANUARY 2011
SHEET 1 of 2

Schack & Company, Inc.
Civil Engineering - Building Design - Surveying

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF HAERIL FAMILY LP ON JULY 16, 2010. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS 22nd DAY OF December, 2010.

Dan R. Schack
DAN R. SCHACK, R.C.E. 32158
REGISTRATION EXPIRATION DATE: 12/31/2012

COUNTY SURVEYOR'S STATEMENT

I, THOMAS M. GAU, HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, IF REQUIRED, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS PARCEL MAP COMPLIES WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND ALL APPLICABLE ORDINANCES OF SAN JOAQUIN COUNTY, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, IF REQUIRED, AND THAT THIS PARCEL MAP IS TECHNICALLY CORRECT.

DATED THIS 23rd DAY OF DECEMBER, 2011.

Thomas M. Gau
THOMAS M. GAU, R.C.E. 26994
COUNTY SURVEYOR
REGISTRATION EXPIRATION DATE: 03/31/13

RECORDER'S STATEMENT

FILED THIS 23rd DAY OF December, 2011, AT 2:00 PM IN BOOK 25 OF PARCEL MAPS, AT PAGE 128 AT THE REQUEST OF DAN R. SCHACK.

FEES: \$ 11.00

Kenneth W. Blakemore
KENNETH W. BLAKEMORE
ASSESSOR-RECORDER-COUNTY CLERK
Jeanne Davis
ASSISTANT/DEPUTY RECORDER

25-128

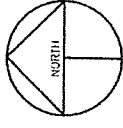
25-188A

PARCEL MAP

A PORTION OF THE SOUTHEAST
 QUARTER OF SECTION 21, T.1S., R.8E.,
 MOUNT DIABLO BASE & MERIDIAN
 SAN JOAQUIN COUNTY - CALIFORNIA
 JANUARY 2011 - SCALE 1"=300'

SHEET 2 of 2

Schack & Company, Inc.
 Civil Engineering • Building Design • Surveying



SCALE: 1" = 300'

LEGEND

- INDICATES FOUND MONUMENT AS NOTED UNLESS NOTED OTHERWISE
- INDICATES FOUND ON THIS SURVEY UNLESS NOTED OTHERWISE
- INDICATES MEASURED FOUND NOTHING
- INDICATES CALCULATED FROM RECORD INFORMATION
- INDICATES OFFICIAL RECORDS, BOOK AND PAGE, S.J.C.R.
- INDICATES RECORD OF SURVEY, BOOK AND PAGE, S.J.C.R.
- INDICATES PARCEL AND PAGES, VOLUME AND PAGE, S.J.C.R.
- INDICATES INSTRUMENT NUMBER, S.J.C.R.
- INDICATES SAN JOAQUIN COUNTY SURVEYOR'S RECORDS
- INDICATES FIELD BOOK, BOOK AND PAGE, SAN JOAQUIN COUNTY SURVEYOR'S RECORDS
- INDICATES CHAINS
- INDICATES WITNESS CORNER
- INDICATES SAN JOAQUIN COUNTY RECORDS
- INDICATES DOCUMENT NUMBER, S.J.C.R.

NOTES

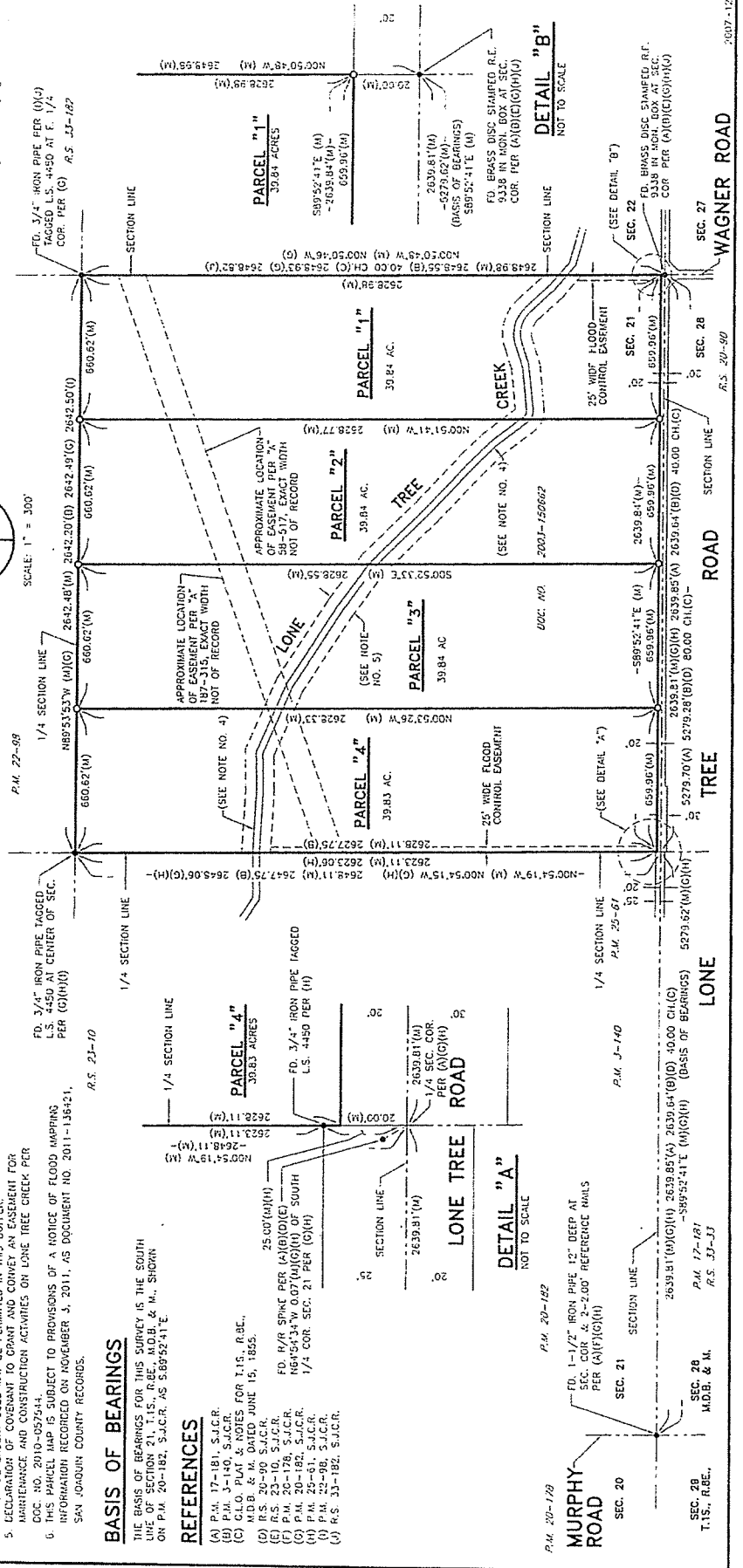
1. REFER TO MINOR SUBDIVISION APPLICATION NO. PA-08-374.
2. THE PRELIMINARY TITLE REPORT PREPARED BY CHICAGO TITLE COMPANY ORDER NO. UB-53208745-C-1FD, DATED JUNE 4, 2010, WAS USED IN THE PREPARATION OF THIS PARCEL MAP.
3. ALL PERSONS PURCHASING PARCELS WITHIN THE BOUNDARIES OF THIS APPROVED MAP SHOULD BE PREPARED TO ACCEPT THE INCONVENIENCES OR DISCOMFORTS ASSOCIATED WITH AGRICULTURAL OPERATIONS OR ACTIVITIES, SUCH AS NOISE, ODORS, INSECTS, DUST OR FUMES. SAN JOAQUIN COUNTY HAS DETERMINED THAT SUCH INCONVENIENCES OR DISCOMFORTS SHALL NOT BE CONSIDERED TO BE A HARBORANCE.
4. PURSUANT TO SECTION 9-1510.5 OF THE SAN JOAQUIN COUNTY DEVELOPMENT TITLE, THE FOLLOWING AREA IS DESIGNATED AS A NATURAL OPEN SPACE FOR RIPARIAN HABITAT AND WATERWAY PROTECTION. NO DEVELOPMENT OTHER THAN WATER DEPENDENT USES SHALL BE PERMITTED IN THIS SPACE. PARALLEL TO THE LONE TREE CREEK, A NATURAL OPEN SPACE AREA FOR RIPARIAN HABITAT AND WATERWAY PROTECTION SHALL BE MAINTAINED TO PROVIDE NESTING AND FORAGING HABITAT AND THE PROTECTION OF WATERWAY QUALITY. THE MINIMUM WIDTH OF SHAD OPEN SPACE SHALL BE ONE-HUNDRED (100) FEET, MEASURED FROM THE MEAN HIGH WATER LEVEL OF THE NATURAL BANK OR FIFTY (50) FEET BACK FROM THE EXISTING RIPARIAN HABITAT, WHICHEVER IS GREATER. WATER-DEPENDENT USES MAY BE PERMITTED IN THIS OPEN SPACE. EASEMENT FOR MARINE RECREATION AND CONSTRUCTION ACTIVITIES ON LONE TREE CREEK PER DOC. NO. 2010-05264.
5. THIS PARCEL MAP IS SUBJECT TO PROVISIONS OF A NOTICE OF FLOOD HAZARDS INFORMATION RECORDED ON NOVEMBER 4, 2011, AS DOCUMENT NO. 2011-135421, SAN JOAQUIN COUNTY RECORDS.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE SOUTH LINE OF SECTION 21, T.1S. R.8E., M.D.B. & M. SHOWN ON P.M. 20-182, S.J.C.R. AS 589°52'41"E.

REFERENCES

- (A) P.M. 17-181, S.J.C.R.
- (B) P.M. 3-140, S.J.C.R.
- (C) G.L.O. PLAT 3, NOTES FOR T.1S., R.8E., M.D.B. & M., SHOWN ON P.M. 20-182, S.J.C.R. AS 589°52'41"E.
- (D) R.S. 22-10, S.J.C.R.
- (E) R.S. 22-10, S.J.C.R.
- (F) P.M. 20-176, S.J.C.R.
- (G) P.M. 20-182, S.J.C.R.
- (H) P.M. 25-81, S.J.C.R.
- (I) P.M. 22-98, S.J.C.R.
- (J) R.S. 33-182, S.J.C.R.



25-188A

WHEN RECORDED MAIL TO:

City Clerk
City of Manteca
1001 W. Center Street
Manteca, California 95337

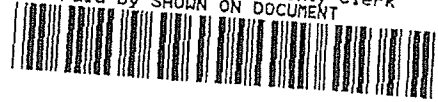
DOC # 2005-247078

10/03/2005 09:23A Fee:NC

Page 1 of 9

Recorded in Official Records
County of San Joaquin

GARY W. FREEMAN
Assessor-Recorder-County Clerk
Paid by SHOWN ON DOCUMENT



GRANT OF EASEMENT

Preamble

This Agreement made this 19th day of September, 2005, by and between ASSIEH DEVELOPMENT CORPORATION, a California Corporation, hereinafter referred to as "Grantor," and CITY OF MANTECA, hereinafter referred to as "Grantee."

Recitals

WHEREAS, Grantor is the owner of certain real property in the City of Manteca, County of San Joaquin, State of California, hereinafter referred to as the "Servient Tenement," and described in Exhibit "A" attached hereto and incorporated herein, and

WHEREAS, Grantee desires to acquire certain rights in the Servient Tenement;

NOW, THEREFORE, it is agreed as follows:

Grant of Easement

1. For valuable consideration, Grantor hereby grants to Grantee an easement as hereinafter described.

Character of Easement

2. The easement granted herein is an easement in gross.

Description of Easement

3. The easement granted herein is a right to use and maintain, sanitary sewer, water, storm drain lines and appurtenances; electrical, gas, telephone and cablevision lines and appurtenances, by companies having a franchise with the City of Manteca and other utility companies, all hereto referred to as "said facilities".

Location

4. The easement granted herein is located as described in Exhibit "B" and shown on Exhibit "C" attached hereto and incorporated herein by reference.

Use by Grantee

5. The easement granted herein includes the following use of the Servient Tenement: The right to install, repair, remove, replace, reconstruct, use, operate, inspect, and maintain said facilities.

Exclusiveness of Easement

6. The easement granted herein is exclusive.

Secondary Easements

7. The easement granted herein includes incidental rights of maintenance, repair, and replacement.

Entire Agreement

8. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

Binding Effect

9. This instrument shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

ASSIEH DEVELOPMENT CORPORATION,
a California Corporation



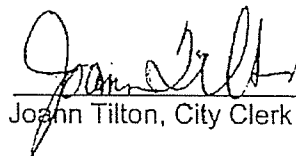
(Notary Attachment Required)

GRANTEE - CITY OF MANTECA
a Municipal Corporation



Willie W. Weatherford, Mayor

ATTEST:


Joann Tilton, City Clerk

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Joaquin } ss.

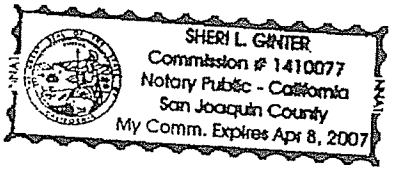
On 9/21/05 before me, Sheri L. Ginter

personally appeared Willie W. Weatherford

Name and Title of Officer (e.g., "Jane Doe, Notary Public")
Name(s) of Signer(s)

personally known to me

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.

Sheri L. Ginter
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Grant of Easement Public Utilities

Document Date: 9/19/05 Number of Pages: (Assien Dev.)

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

} ss.

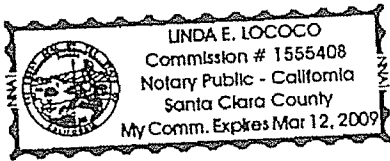
County of Santa Clara

On SEPT. 8, 2005 before me, Linda E. Lococo, Notary Public, personally appeared

NASSER MASSIH

- personally known to me
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 E. Lococo

OPTIONAL

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

Description of Attached Document

Title or Type of Document GRANT OF EASEMENT

Document Date 9-8-2005 Number of Pages TWO

Signer(s) other than named above WILLIE W. WEATHERFORD & JOANN TILTON

Capacity(ies) Claimed by Signer(s)

Signer's Name: NASSER MASSIH

Signer's Name:

- Individual
Corporate Officer
Title(s): VICE-PRESIDENT
Partner --- Limited General
Attorney-in-Fact
Trustee
Guardian or Conservator
Other:

- Individual
Corporate Officer
Title(s):
Partner --- Limited General
Attorney-in-Fact
Trustee
Guardian or Conservator
Other:

Signer is Representing

ASSIEN DEVELOPMENT CORPORATION

Signer is Representing

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

All that certain real property situate in the City of Manteca, County of San Joaquin, State of California, described as follows:

All that certain real property situated in the Southeast one-quarter (SE ¼) of Section twenty-five (25), Township one (1) South, Range six (6) East, Mount Diablo Base and Meridian, San Joaquin County, California, more particularly described as follows:

COMMENCING at the section corner common to Sections twenty-five (25) and thirty-six (36), Township one (1) South, Range six (6) East, and Sections thirty (30) and thirty-one (31), Township one (1) South, Range seven (7) East, Mount Diablo Base and Meridian; thence South 89 degrees 42 minutes 30 seconds West, 2400.30 feet along the section line common to Sections twenty-five (25) and thirty-six (36), Township one (1) South Range six (6) East, Mount Diablo Base and Meridian, to the point of beginning of this description; thence North 2 degrees 27 minutes 45 seconds West, 1500.00 feet; thence South 89 degrees 42 minutes 40 seconds West, 150.00 feet to the Easterly right of way line of the Western Pacific Railroad Company, thence North 2 degrees 27 minutes 45 seconds West, 1150.80 feet along said railroad right of way line; thence North 89 degrees 42 minutes 30 seconds East, 100.00 feet; thence North 2 degrees 27 minutes 45 seconds West, 759.99 feet to the Southwesterly right of way line of the Southern Pacific Company (railroad); thence Southeasterly along said railroad right of way line of a curve to the right having a radius of 5625.00 feet and a long chord which bears South 59 degrees 46 minutes 15 seconds East, 1240.32 feet; thence continuing along the said railroad right of way line South 53 degrees 26 minutes 30 seconds East, 598.63 feet to a 1-1/4 inch iron pipe; thence South 21 degrees 12 minutes West, 959.66 feet to a copperweld survey marker; thence South 0 degrees 21 minutes 30 seconds East, 36.88 feet to a copperweld survey marker; thence North 89 degrees 43 minutes West, 125.10 feet to a copperweld survey marker; thence South 0 degrees 15 minutes East, 1490.95 feet to a ¾ inch iron pipe at the intersection with the section line common to Sections twenty-five (25) and thirty-six (36), Township one (1) South, Range six (6) East, Mount Diablo Base and Meridian; thence South 89 degrees 42 minutes 30 seconds West, 890.67 feet along said section line to the Point of Beginning.

EXCEPTING THEREFROM all that certain real property situated in the Southeast quarter (SE ¼) of Section twenty-five (25), Township one (1) South, Range six (6) East, Mount Diablo Base and Meridian, San Joaquin County, California, more particularly described as follows:

BEGINNING at a point on the South line of said Section twenty-five (25) and on the center line of Louise Avenue which bears South 89 degrees 42 minutes 30 seconds West, 1509.63 feet from the corner common to Sections twenty-five (25) and thirty-six (36), Township one (1) South, Range six (6) East and Sections thirty (30) and thirty-one (31), Township one (1) South, Range seven (7) East, Mount Diablo Base and Meridian; thence North 0 degrees 15 minutes West, 30 feet to a ¾ inch iron pipe; thence South 89 degrees 42 minutes 30 second West, 890.67 feet to a 4" x 4" concrete monument and to the Easterly right of way line of the

Western Pacific Railroad Company; thence South 2 degrees 27 minutes 45 seconds East 30 feet, more or less, to the South line of said Section twenty-five (25) and the center line of Louise Avenue; thence along said South line North 89 degrees 42 minutes 30 seconds East, 890.67 feet to the Point of Beginning.

ALSO EXCEPTING FROM the above described parcel a strip of land 10 feet width, 5 feet on each side of the center line located Easterly from and parallel with the Easterly line of the South San Joaquin Irrigation District's right of way at a distance of approximately 20 feet, except along that portion of said South San Joaquin Irrigation District right of way, where its course changes in a Northwesterly direction Said center line of said 10 foot strip of land is more particularly described as follows:

BEGINNING at a point on the section line between Sections twenty-five (25) and thirty-six (36), Township one (1) South, Range six (6) East, Mount Diablo Base and Meridian, San Joaquin County, which point is North 89 degrees 34 minutes East, 3018.95 feet, more or less, from the section corner common to Sections twenty-five (25), twenty-six (26), thirty-five (35) and thirty-six (36), Township one (1) South, Range six (6) East, Mount Diablo Base and Meridian; thence North 2 degrees 34 minutes West 1227 feet, more or less; thence North 29 degrees 51 minutes West 329.1 feet, more or less; thence North 2 degrees 34 minutes West 1920 feet, more or less, to a point in the Southerly line of the Southern Pacific Company's right of way.

FURTHER EXCEPTING FROM the above described parcel any portion lying within the 200 foot Congressional grant of the Southern Pacific Railroad Company, lying along the Northeasterly side of said parcel.

ALSO EXCEPTING THEREFROM that portion of said land as conveyed to the County of San Joaquin, by Grant Deed recorded October 21, 1991, Recorder's Instrument No. 91103582, San Joaquin County Records.

APN: 198-110-02

EXHIBIT "B"

LEGAL DESCRIPTION OF EASEMENT

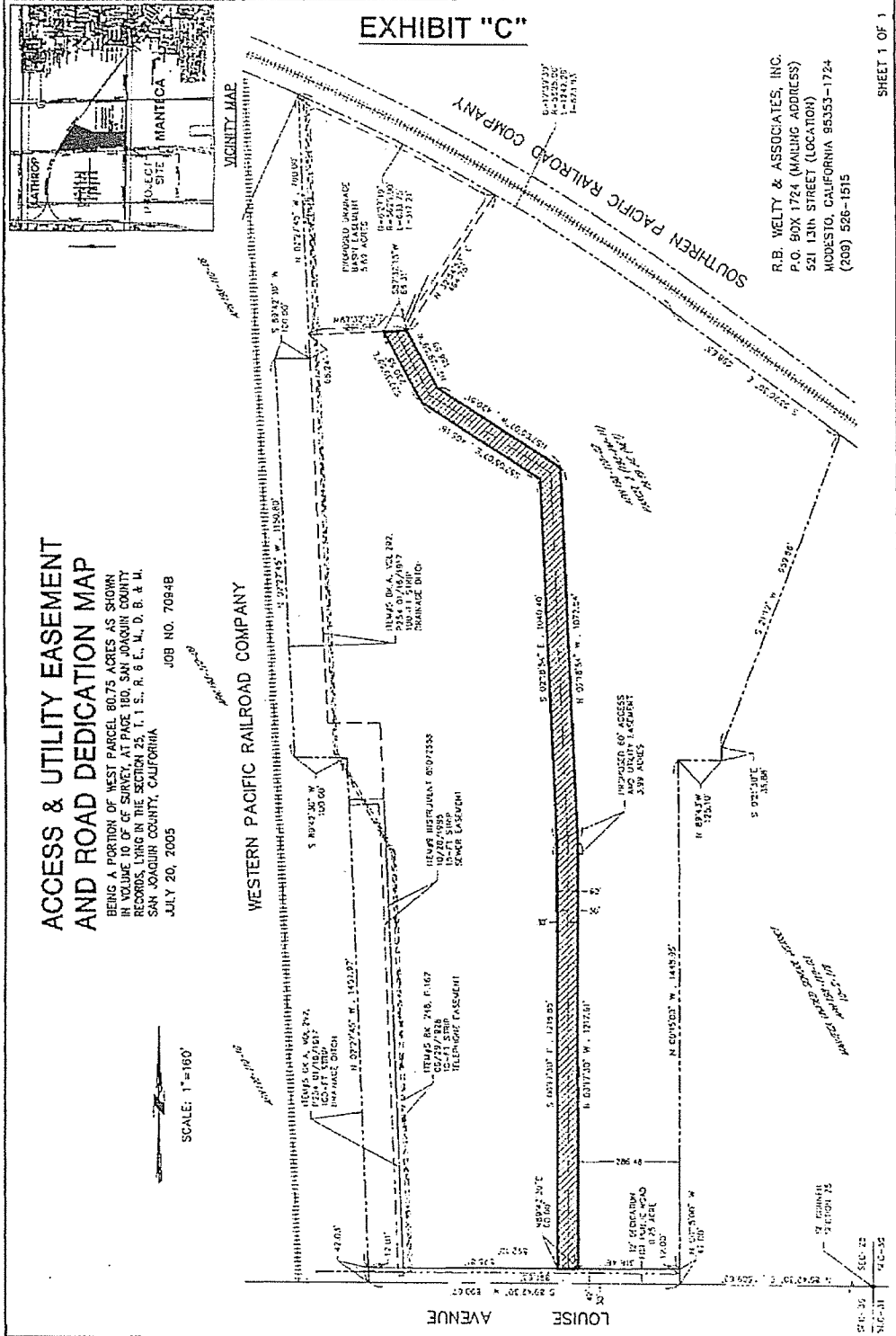
A strip of land Sixty (60) foot in width for the purposes of ingress, egress, construction and maintenance of storm drainage facilities, including all parts of structures that are within said line, situated in Sections 25, Township 1 South, Range 6 East, Mount Diablo Base and Meridian, San Joaquin County, State of California, more particularly described as follows:

COMMENCING at the southeast corner of said Section 25; thence along the south line of said Section 25 South 89°42'30" West, as shown in Volume 10 of Surveys, at Page 180, San Joaquin County Records, 1509.63 feet; thence North 0°15'00" East, 42.00 feet; thence 42.00 feet north and parallel with said south line of Section 25 South 89°42'30" West 286.48 feet to the TRUE POINT OF BEGINNING; thence along the easterly line of said 60.00 foot wide strip easement North 0°17'30" West 1217.91 feet; thence North 02°18'54" West 1072.54 feet; thence North 57°05'07" West 420.51 feet; thence North 27°39'59" West 186.59 feet; thence leaving said easterly line of said easement South 87°32'15" West 66.31 feet to the most northerly point of the westerly line of said easement; thence along said westerly line of said easement South 27°39'59" East 230.58 feet; thence South 57°05'07" East 405.18 feet; thence South 02°18'54" East 1040.40 feet; thence South 0°17'30" East 1216.85 feet to the south end of said westerly line of said easement; thence 42.00 feet north and parallel with said South line of Section 25 North 89°42'30" East 60.00 feet to said TRUE POINT OF BEGINNING.

SUBJECT TO all easements and /or rights-of-way, of record.

Containing an area of 3.99 acres, more or less.

EXHIBIT "C"



**ACCESS & UTILITY EASEMENT
AND ROAD DEDICATION MAP**
 BEING A PORTION OF WEST PARCEL 80.75 ACRES AS SHOWN
 IN VOLUME 10 OF SURVEY, AT PAGE 180, SAN JOAQUIN COUNTY
 RECORDS, LYING IN THE SECTION 25, T. 1 S., R. 6 E., M. D. B. & U.
 SAN JOAQUIN COUNTY, CALIFORNIA
 JULY 20, 2005
 JOB NO. 709-4B

WESTERN PACIFIC RAILROAD COMPANY

R.B. WELTY & ASSOCIATES, INC.
 P.O. BOX 1724 (MAILING ADDRESS)
 521 13th STREET (LOCATION)
 MODESTO, CALIFORNIA 95353-1724
 (209) 526-1515

SHEET 1 OF 1



City of Manteca
 Department of Public Works
 1001 W. Center Street
 Manteca, California 95337

ASSIEH DEVELOPMENT CORPORATION PUBLIC UTILITY EASEMENT

RESOLUTION NO. R2005-418

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MANTECA APPROVING A GRANT OF EASEMENT (D1050)**

RESOLVED AND ORDERED that the City Council of the City of Manteca does hereby accept a Grant of Easement (D1050) by and between the **CITY OF MANTECA**, a Municipal Corporation, and **ASSIEH DEVELOPMENT CORPORATION**, a 60-foot wide easement to install and maintain public utilities at 2403 W. Louise Avenue; and

BE IT FURTHER RESOLVED AND ORDERED that **JOANN TILTON**, City Clerk for the City of Manteca, be and she is hereby instructed to attend to the proper recordation of said Grant of Easement.

DATED: September 19, 2005

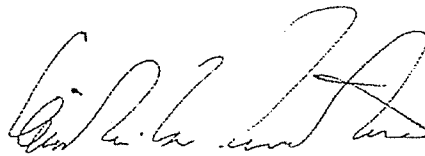
ROLL CALL:

AYES: Councilmember DeBrum, Harris, Hernandez, and Weatherford

NOES: None

ABSENT: Mayor Pro Tempore Snyder

ABSTAIN: None



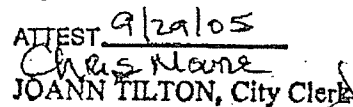
**WILLIE W. WEATHERFORD
MAYOR**

ATTEST:



**JOANN TILTON, CMC
CITY CLERK**

The foregoing is a correct copy of the original on file in this office.

ATTEST 9/20/05

JOANN TILTON, City Clerk

25-128

NOTARY'S STATEMENT

STATE OF California
COUNTY OF Yolo
ON 1/3/2011 BEFORE ME, C. Martinez,
A
NOTARY PUBLIC, PERSONALLY APPEARED TIM AGISAC, WHO 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 IN HIS
AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON,
OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY UNDER THE LAWS OF THE STATE OF CALIFORNIA
THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.

Signature C. Martinez
(SIGNATURE OF NOTARY PUBLIC)
Yolo County
2/17/2011
(ABOVE AREA FOR NOTARIAL SEAL)

ACCEPTANCE STATEMENT

THIS IS TO CERTIFY THAT THE INTEREST IN REAL PROPERTY OFFERED FOR DEDICATION
ON THIS PARCEL MAP TO THE SAN JOAQUIN COUNTY FLOOD CONTROL AND WATER
DRAINAGE DISTRICT FORMED PURSUANT TO THE LAWS OF THE STATE OF
CALIFORNIA AND COMPLETED BY THE SAN JOAQUIN COUNTY BOARD OF SUPERVISORS OF THE
SAN JOAQUIN COUNTY, IS HEREBY ACCEPTED BY THE UNDERSIGNED OFFICER ON BEHALF OF THE
BOARD OF SUPERVISORS OF THE COUNTY OF SAN JOAQUIN PURSUANT TO THE
AUTHORITY CONFERRED BY RESOLUTION NO. 10-523 OF BOARD OF SUPERVISORS OF
COUNTY OF SAN JOAQUIN, ADOPTED ON OCTOBER 5, 2010, AND THE GRANTEE
CONSENTS TO RECORDATION THEREOF BY HIS AUTHORIZED OFFICER.

DATED THIS 23rd DAY OF December, 2011.
Thomas M. Gray
THOMAS M. GRAY, R.C.C. 26094
DIRECTOR OF PUBLIC WORKS
COUNTY OF SAN JOAQUIN

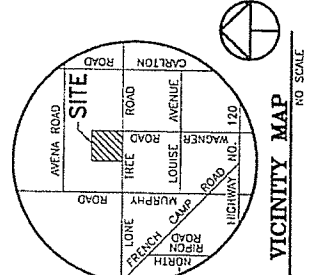
OWNERS' STATEMENT

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE ALL THE PARTIES HAVING RECORD
TITLE INTEREST IN THE LANDS SUBDIVIDED AND SHOWN ON THIS PARCEL MAP AND WE
HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS PARCEL MAP IN THE
OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA,
IN FULL COMPLIANCE WITH THE PROVISIONS OF CHAPTER 2 OF
THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND ALL APPLICABLE ORDINANCES
AND REGULATIONS OF SAN JOAQUIN COUNTY, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP,
IF REQUIRED, AND THAT THIS PARCEL MAP IS TECHNICALLY CORRECT.

BY: Tim Agisac General Partner 12/11 DATE
BY: Christine M. Agisac General Partner 12/11 DATE
BY: Wolfgang Haeril General Partner 12/11 DATE
BY: Guenter Haeril General Partner 12/11 DATE
BY: Christine M. Agisac General Partner 12/11 DATE
BY: Wolfgang Haeril General Partner 12/11 DATE
BY: Guenter Haeril General Partner 12/11 DATE

NOTE

PURSUANT TO SECTION 65436 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES
OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:
TUOLUMNE WATER POWER COMPANY A CORPORATION (NOW PACIFIC GAS AND ELECTRIC
COMPANY), LINE OF TOWERS, BOOK "A" OF DEEDS 58-517, S.J.C.R.
(EXACT WIDTH NOT OF RECORD)
SIERRA AND SAN FRANCISCO POWER COMPANY (NOW PACIFIC GAS AND ELECTRIC COMPANY),
LINE OF TOWERS, BOOK "A" OF DEEDS 187-315, S.J.C.R.
(EXACT WIDTH NOT OF RECORD)



Doc. No. 2011-15551
2/23/2011 9:15:37 AM
\$11.00
FILED BY: [Signature]
COUNTY OF SAN JOAQUIN

PARCEL MAP

A PORTION OF THE SOUTHEAST
QUARTER OF SECTION 21, T.1S., R.8E.,
MOUNT DIABLO BASE & MERIDIAN
SAN JOAQUIN COUNTY - CALIFORNIA
JANUARY 2011
SHEET 1 of 2

Schack & Company, Inc.
Civil Engineering • Building Design • Surveying

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD
SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND
LOCAL ORDINANCE AT THE REQUEST OF THEERIL FAMILY LP ON JULY 16, 2010. I HEREBY
STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR
CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, ALL MONUMENTS ARE OF THE CHARACTER
AND OCCUPY THE POSITIONS INDICATED AND ARE SUFFICIENT TO EMBLE THE SURVEY TO
BE RETRACED.

DATED THIS 22nd DAY OF December, 2010.
Dan R. Schack
DAN R. SCHACK, R.C.C. 37158
REGISTRATION EXPIRATION DATE: 12/31/2014

COUNTY SURVEYOR'S STATEMENT

I, THOMAS M. GRAY, HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP AND THAT
THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS SHOWN ON THE
TENTATIVE MAP, IF REQUIRED, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER
STATE THAT THIS PARCEL MAP COMPLIES WITH ALL THE PROVISIONS OF CHAPTER 2 OF
THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND ALL APPLICABLE ORDINANCES
OF SAN JOAQUIN COUNTY, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP,
IF REQUIRED, AND THAT THIS PARCEL MAP IS TECHNICALLY CORRECT.

DATED THIS 23rd DAY OF December, 2011.
Thomas M. Gray
THOMAS M. GRAY, R.C.C. 26094
COUNTY SURVEYOR
REGISTRATION EXPIRATION DATE: 03/31/13

RECORDER'S STATEMENT

FILED THIS 23rd DAY OF December, 2011, AT 2:00 PM
IN BOOK 25 OF PARCEL MAPS, AT PAGE 128
AT THE REQUEST OF DAN R. SCHACK.
FEE: \$ 11.00

Kenneth W. Blakemore
KENNETH W. BLAKEMORE
ASSESSOR-RECORDER-COUNTY CLERK
Jeanette Davis
ASSISTANT/DEPUTY RECORDER

25-128

25-188A

NOTES

1. REFER TO MINOR SUBDIVISION APPLICATION NO. PA-08-324.
2. THE PRELIMINARY TITLE REPORT PREPARED BY CHICAGO TITLE COMPANY ORDER NO. 06-53208765-C-TD, DATED JUNE 4, 2010, WAS USED IN THE PREPARATION OF THIS PARCEL MAP.
3. ALL PERSONS PURCHASING PARCELS WITHIN THE BOUNDARIES OF THIS APPROVED MAP SHOULD BE PREPARED TO ACCEPT THE INCONVENIENCES OR DISCOMFORTS ASSOCIATED WITH AGRICULTURAL OPERATIONS OR ACTIVITIES, SUCH AS NOISE, ODORS, INSECTS, DUST OR FUMES. SAN JOAQUIN COUNTY HAS DETERMINED THAT SUCH INCONVENIENCES OR DISCOMFORTS SHALL NOT BE CONSIDERED TO BE A NUISANCE.
4. PURSUANT TO SECTION 9-1510.5 OF THE SAN JOAQUIN COUNTY DEVELOPMENT TITLE, THE FOLLOWING AREA IS DESIGNATED AS A NATURAL OPEN SPACE FOR RIPARIAN HABITAT AND WATERWAY PROTECTION. NO DEVELOPMENT OTHER THAN WATER DEPENDENT USES SHALL BE PERMITTED IN THIS SPACE. PARALLEL TO THE LONE TREE CREEK, A NATURAL OPEN SPACE AREA FOR RIPARIAN HABITAT AND WATERWAY PROTECTION SHALL BE MAINTAINED TO PROVIDE NESTING AND FORAGING HABITAT AND THE PROTECTION OF WATERWAY QUALITY. THE MINIMUM WIDTH OF SAID OPEN SPACE SHALL BE ONE-HUNDRED (100) FEET, MEASURED FROM THE HIGHER HIGH WATER LEVEL OF THE NATURAL BANK OR FIFTY (50) FEET BACK FROM THE EXISTING RIPARIAN HABITAT, WHICHEVER IS GREATER.
5. WATER-DEPENDENT USES MAY BE PERMITTED IN THIS BUFFER.
6. DECLARATION OF GOVERNMENT TO GRANT AND CONVEY AN EASEMENT FOR BARRIERS AND CONSTRUCTION ACTIVITIES ON LONE TREE CREEK PER ORDER NO. 2010-09794H.
7. THIS PARCEL MAP IS SUBJECT TO PROVISIONS OF A NOTICE OF FLOOD MAPPING INFORMATION RECORDED ON NOVEMBER 3, 2011, AS DOCUMENT NO. 2011-135471, SAN JOAQUIN COUNTY RECORDS.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE SOUTH LINE OF SECTION 21, T.1S., R.8E., M.D.B. & M., SHOWN ON P.M. 20-182, S.J.C.R. AS 33952-41E.

REFERENCES

- (A) P.M. 17-181, S.J.C.R.
- (B) P.M. 3-140, S.J.C.R.
- (C) O.L.O. PLAT & NOTES FOR T.1S., R.8E., M.D.B. & M. DATED JUNE 15, 1855.
- (D) R.S. 20-90, S.J.C.R.
- (E) P.M. 20-176, S.J.C.R.
- (F) P.M. 20-182, S.J.C.R.
- (G) P.M. 20-61, S.J.C.R.
- (H) P.M. 22-94, S.J.C.R.
- (I) R.S. 33-182, S.J.C.R.

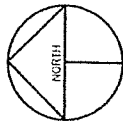
LEGEND

- INDICATES FOUND MONUMENT AS NOTED UNLESS NOTED OTHERWISE
- INDICATES FOUND ON THIS SURVEY UNLESS NOTED OTHERWISE
- INDICATES SEARCHED, FOUND NOTHING MEASURED THIS SURVEY UNLESS NOTED OTHERWISE
- INDICATES OFFICIAL RECORDS, BOOK AND PAGE, S.J.C.R.
- INDICATES RECORD OF SURVEY, BOOK AND PAGE, S.J.C.R.
- INDICATES MAPS AND PLATS, VOLUME AND PAGE, S.J.C.R.
- INDICATES INSTRUMENT MAP, BOOK AND PAGE, S.J.C.R.
- INDICATES SAN JOAQUIN COUNTY SURVEYOR'S RECORDS
- INDICATES FIELD BOOK, BOOK AND PAGE, SAN JOAQUIN COUNTY SURVEYOR'S RECORDS
- INDICATES CHAIN'S CORNER
- INDICATES SAN JOAQUIN COUNTY RECORDS
- INDICATES DOCUMENT NUMBER, S.J.C.R.
- INDICATES DOCUMENT NUMBER, S.J.C.R.

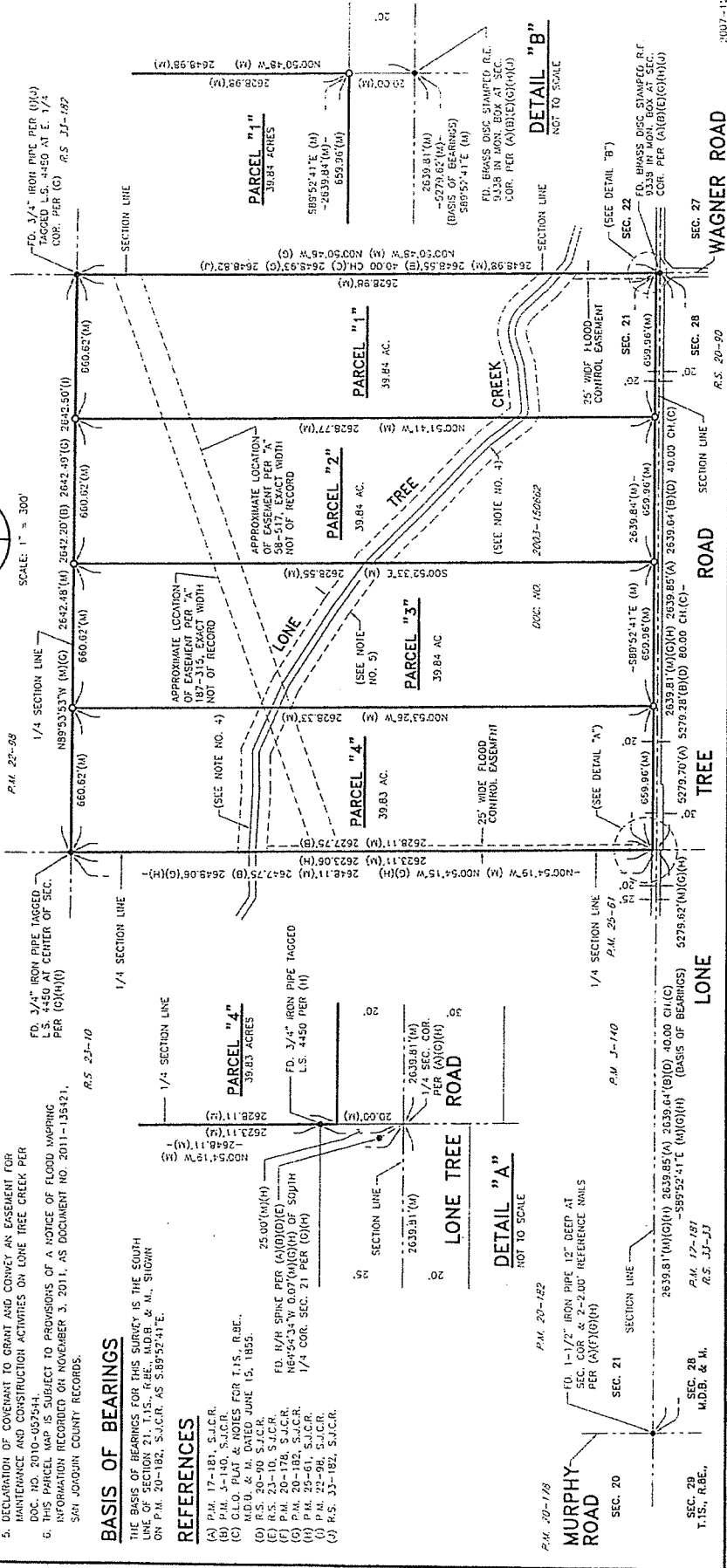
PARCEL MAP

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 21, T.1S., R.8E., MOUNT DIABLO BASE & MERIDIAN SAN JOAQUIN COUNTY - CALIFORNIA JANUARY 2011 - SCALE 1"=300' SHEET 2 of 2

Schack & Company, Inc.
Civil Engineering • Building Design • Surveying



SCALE: 1" = 300'



25-188A

WHEN RECORDED MAIL TO:

City Clerk
City of Manteca
1001 W. Center Street
Manteca, California 95337

DOC # 2005-247079

10/03/2005 09:23A Fee:NC

Page 1 of 9

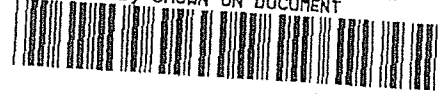
Recorded in Official Records

County of San Joaquin

GARY W. FREEMAN

Assessor-Recorder-County Clerk

Paid by SHOWN ON DOCUMENT



GRANT OF EASEMENT

Preamble

This Agreement made this 19th day of September, 2005, by and between ASSIEH DEVELOPMENT CORPORATION, a California Corporation, hereinafter referred to as "Grantor," and CITY OF MANTECA, hereinafter referred to as "Grantee."

Recitals

WHEREAS, Grantor is the owner of certain real property in the City of Manteca, County of San Joaquin, State of California, hereinafter referred to as the "Servient Tenement," and described in Exhibit "A" attached hereto and incorporated herein, and

WHEREAS, Grantee desires to acquire certain rights in the Servient Tenement;

NOW, THEREFORE, it is agreed as follows:

Grant of Easement

1. For valuable consideration, Grantor hereby grants to Grantee an easement as hereinafter described.

Character of Easement

2. The easement granted herein is an easement in gross.

Description of Easement

3. The easement granted herein is the right of access to and the right to use a detention basin to store storm drainage from Louise Avenue. Said basin to include pump station and force main discharge line to the South San Joaquin Irrigation District's French Camp Outlet Canal facilities, all hereto referred to as "said facilities".

Location

4. The easement granted herein is located as described in Exhibit "B" and shown on Exhibit "C" attached hereto and incorporated herein by reference.

Use by Grantee

5. The easement granted herein includes the following use of the Servient Tenement: The right of access to and the right to use said facilities to store storm drainage from Louise Avenue.

Exclusiveness of Easement

6. The easement granted herein is exclusive.

Secondary Easements

7. The easement granted herein includes incidental rights of maintenance, repair, and replacement.

Entire Agreement


8. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

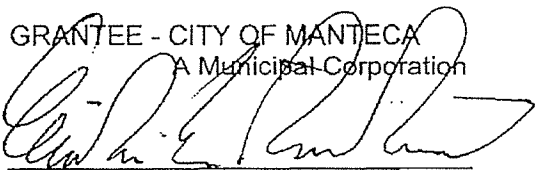
Binding Effect

9. This instrument shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

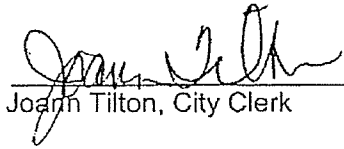
GRANTOR – ASSIEH DEVELOPMENT CORPORATION
a California Corporation



GRANTEE - CITY OF MANTECA
A Municipal Corporation


Willie W. Weatherford, Mayor

(Notary Attachment Required)

ATTEST: 

Joann Tilton, City Clerk

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

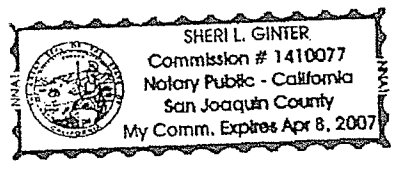
State of California

County of San Joaquin } ss.

On 9/21/05 before me, Sheri L. Ginter
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Willie W. Weatherford
Name(s) of Signer(s)

- personally known to me
- 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.

Place Notary Seal Above

Sheri L. Ginter
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

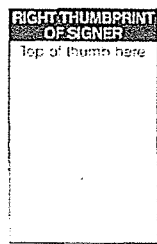
Title or Type of Document: Grant of Easement - Storm Drainage

Document Date: 9/19/05 Number of Pages: 1
(Assieh Dew)

Signer(s) Other Than Named Above: _____

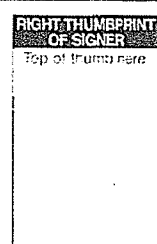
Capacity(ies) Claimed by Signer(s)

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: _____

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

} ss.

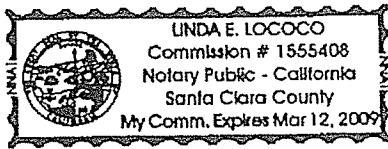
County of Santa Clara

On SEPT. 8, 2005 before me, Linda E. Lococo, Notary Public, personally appeared

NASSER MASSIH

- personally known to me
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 E. Lococo

OPTIONAL

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

Description of Attached Document

Title or Type of Document GRANT OF EASEMENT

Document Date 9-8-2005 Number of Pages TWO

Signer(s) other than named above WILLIE W. WERTNERFORD & JOANN TILTON

Capacity(ies) Claimed by Signer(s)

Signer's Name: NASSER MASSIH

Signer's Name:

- Individual
Corporate Officer
Title(s): VICE-PRESIDENT
Partner --- Limited General
Attorney-in-Fact
Trustee
Guardian or Conservator
Other:

- Individual
Corporate Officer
Title(s):
Partner --- Limited General
Attorney-in-Fact
Trustee
Guardian or Conservator
Other:

Signer is Representing ASSIEH DEVELOPMENT CORPORATION

Signer is Representing

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

All that certain real property situate in the City of Manteca, County of San Joaquin, State of California, described as follows:

All that certain real property situated in the Southeast one-quarter (SE ¼) of Section twenty-five (25), Township one (1) South, Range six (6) East, Mount Diablo Base and Meridian, San Joaquin County, California, more particularly described as follows:

COMMENCING at the section corner common to Sections twenty-five (25) and thirty-six (36), Township one (1) South, Range six (6) East, and Sections thirty (30) and thirty-one (31), Township one (1) South, Range seven (7) East, Mount Diablo Base and Meridian; thence South 89 degrees 42 minutes 30 seconds West, 2400.30 feet along the section line common to Sections twenty-five (25) and thirty-six (36), Township one (1) South Range six (6) East, Mount Diablo Base and Meridian, to the point of beginning of this description; thence North 2 degrees 27 minutes 45 seconds West, 1500.00 feet; thence South 89 degrees 42 minutes 40 seconds West, 150.00 feet to the Easterly right of way line of the Western Pacific Railroad Company, thence North 2 degrees 27 minutes 45 seconds West, 1150.80 feet along said railroad right of way line; thence North 89 degrees 42 minutes 30 seconds East, 100.00 feet; thence North 2 degrees 27 minutes 45 seconds West, 759.99 feet to the Southwesterly right of way line of the Southern Pacific Company (railroad); thence Southeasterly along said railroad right of way line of a curve to the right having a radius of 5625.00 feet and a long chord which bears South 59 degrees 46 minutes 15 seconds East, 1240.32 feet; thence continuing along the said railroad right of way line South 53 degrees 26 minutes 30 seconds East, 598.63 feet to a 1-1/4 inch iron pipe; thence South 21 degrees 12 minutes West, 959.66 feet to a copperweld survey marker; thence South 0 degrees 21 minutes 30 seconds East, 36.88 feet to a copperweld survey marker; thence North 89 degrees 43 minutes West, 125.10 feet to a copperweld survey marker; thence South 0 degrees 15 minutes East, 1490.95 feet to a ¾ inch iron pipe at the intersection with the section line common to Sections twenty-five (25) and thirty-six (36), Township one (1) South, Range six (6) East, Mount Diablo Base and Meridian; thence South 89 degrees 42 minutes 30 seconds West, 890.67 feet along said section line to the Point of Beginning.

EXCEPTING THEREFROM all that certain real property situated in the Southeast quarter (SE ¼) of Section twenty-five (25), Township one (1) South, Range six (6) East, Mount Diablo Base and Meridian, San Joaquin County, California, more particularly described as follows:

BEGINNING at a point on the South line of said Section twenty-five (25) and on the center line of Louise Avenue which bears South 89 degrees 42 minutes 30 seconds West, 1509.63 feet from the corner common to Sections twenty-five (25) and thirty-six (36), Township one (1) South, Range six (6) East and Sections thirty (30) and thirty-one (31), Township one (1) South, Range seven (7) East, Mount Diablo Base and Meridian; thence North 0 degrees 15 minutes West, 30 feet to a ¾ inch iron pipe; thence South 89 degrees 42 minutes 30 second

West, 890.67 feet to a 4" x 4" concrete monument and to the Easterly right of way line of the Western Pacific Railroad Company; thence South 2 degrees 27 minutes 45 seconds East 30 feet, more or less, to the South line of said Section twenty-five (25) and the center line of Louise Avenue; thence along said South line North 89 degrees 42 minutes 30 seconds East, 890.67 feet to the Point of Beginning.

ALSO EXCEPTING FROM the above described parcel a strip of land 10 feet width, 5 feet on each side of the center line located Easterly from and parallel with the Easterly line of the South San Joaquin Irrigation District's right of way at a distance of approximately 20 feet, except along that portion of said South San Joaquin Irrigation District right of way, where its course changes in a Northwesterly direction Said center line of said 10 foot strip of land is more particularly described as follows:

BEGINNING at a point on the section line between Sections twenty-five (25) and thirty-six (36), Township one (1) South, Range six (6) East, Mount Diablo Base and Meridian, San Joaquin County, which point is North 89 degrees 34 minutes East, 3018.95 feet, more or less, from the section corner common to Sections twenty-five (25), twenty-six (26), thirty-five (35) and thirty-six (36), Township one (1) South, Range six (6) East, Mount Diablo Base and Meridian; thence North 2 degrees 34 minutes West 1227 feet, more or less; thence North 29 degrees 51 minutes West 329.1 feet, more or less; thence North 2 degrees 34 minutes West 1920 feet, more or less, to a point in the Southerly line of the Southern Pacific Company's right of way.

FURTHER EXCEPTING FROM the above described parcel any portion lying within the 200 foot Congressional grant of the Southern Pacific Railroad Company, lying along the Northeasterly side of said parcel.

ALSO EXCEPTING THEREFROM that portion of said land as conveyed to the County of San Joaquin, by Grant Deed recorded October 21, 1991, Recorder's Instrument No. 91103582, San Joaquin County Records.

APN: 198-110-02

EXHIBIT "B"

**LEGAL DESCRIPTION OF STORM DRAINAGE
BASIN EASEMENT**

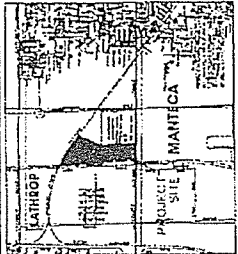
All that portion of the West Parcel (80.75 acres) as shown in Volume 10 of Surveys, at Page 180, situated in Sections 25, Township 1 South, Range 6 East, Mount Diablo Base and Meridian, San Joaquin County, State of California, more particularly described as follows:

COMMENCING at the southeast corner of said Section 25; thence along the south line of said Section 25 South 89°42'30" West, as shown on said Volume 10 of Surveys, at Page 180, San Joaquin County Records, 1509.63 feet; thence North 0°15'00" East, 42.00 feet; thence 42.00 feet north and parallel with said south line of Section 25 South 89°42'30" West 286.48 feet; thence North 0°17'30" West 1217.91 feet; thence North 02°18'54" West 1072.54 feet; thence North 57°05'07" West 420.51 feet; thence North 27°39'59" West 186.59 feet to the TRUE POINT OF BEGINNING; thence South 87°32'05" West 281.91 feet to a point on the west line of said West Parcel; thence along said west line North 02°27'45" West 691.76 feet to the northwest corner of said West Parcel said point being on a non-tangent curve having a radial bearing of North 23°54'18" East, said curve having a radius of 5625.00 feet concave to the southwest and central angle of 06°27'19"; thence along said curve 633.75 feet; thence South 32°54'53" West 464.75 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO all easements and /or rights-of-way, of record.

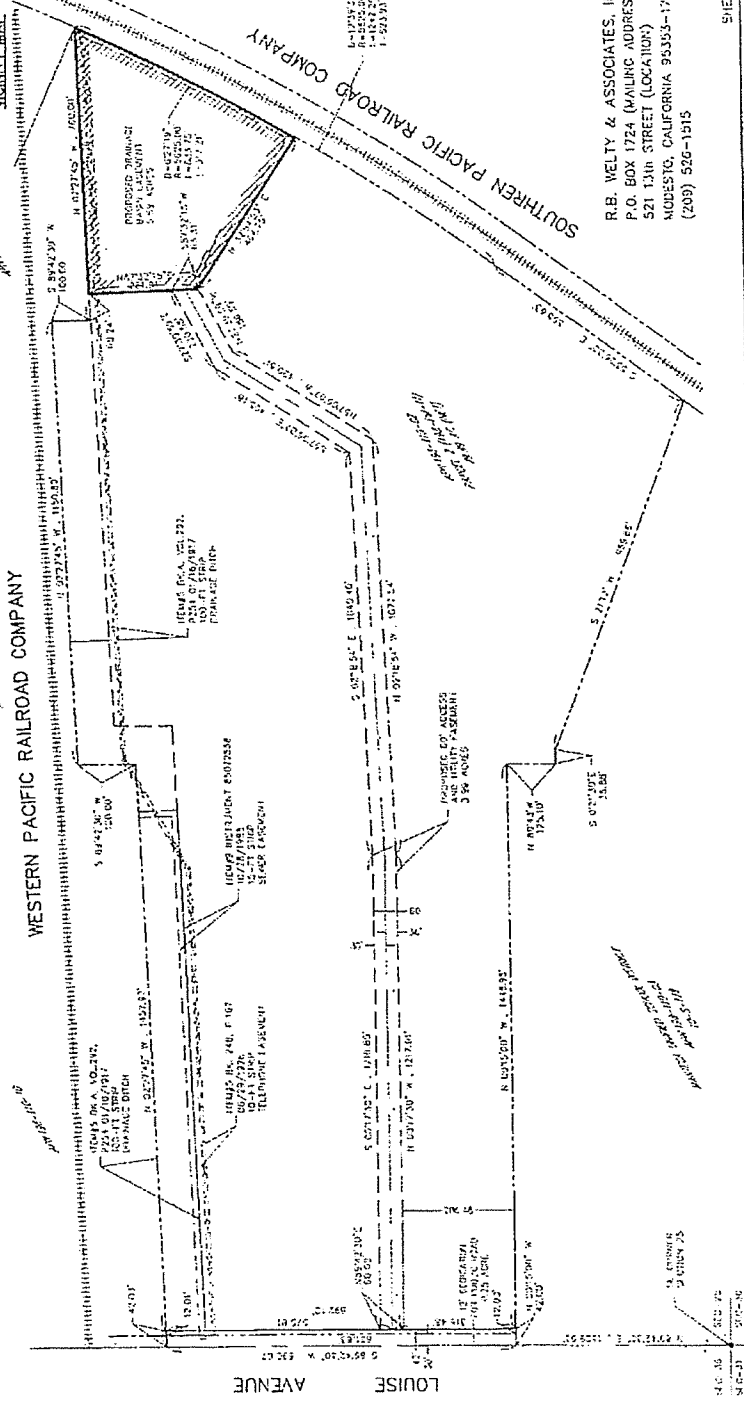
Containing an area of 5.69 acres, more or less.

EXHIBIT "C"



**ACCESS & UTILITY EASEMENT
AND ROAD DEDICATION MAP**
 BEING A PORTION OF WEST PARCEL 80.75 ACRES AS SHOWN
 IN VOLUME 10 OF SURVEY, AT PAGE 180, SAN JOAQUIN COUNTY
 RECORDS, LYING IN THE SECTION 25, T. 1 S., R. 6 E., M. D. B. & M.,
 SAN JOAQUIN COUNTY, CALIFORNIA
 JULY 20, 2005
 JOB NO. 7084B

SCALE: 1"=100'



R.B. WELTY & ASSOCIATES, INC.
 P.O. BOX 1724 (MAILING ADDRESS)
 521 13th STREET (LOCATION)
 MODESTO, CALIFORNIA 95353-1724
 (209) 526-1515

SHEET 1 OF 1



City of Manteca
 Department of Public Works
 1001 W. Center Street
 Manteca, California 95337

**ASSIEH DEVELOPMENT CORPORATION
 STORM DRAINAGE BASIN EASEMENT**

RESOLUTION NO. R2005-419

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MANTECA APPROVING A GRANT OF EASEMENT (D1051)**

RESOLVED AND ORDERED that the City Council of the City of Manteca does hereby accept a Grant of Easement (D1051) by and between the **CITY OF MANTECA**, a Municipal Corporation, and **ASSIEH DEVELOPMENT CORPORATION**, a storm drain basin easement at 2403 W. Louise Avenue; and

BE IT FURTHER RESOLVED AND ORDERED that **JOANN TILTON**, City Clerk for the City of Manteca, be and she is hereby instructed to attend to the proper recordation of said Grant of Easement.

DATED: September 19, 2005

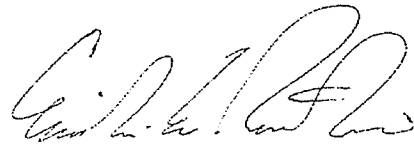
ROLL CALL:

AYES: Councilmember DeBrum, Harris, Hernandez, and Weatherford

NOES: None


ABSENT: Mayor Pro Tempore Snyder

ABSTAIN: None



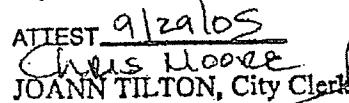
**WILLIE W. WEATHERFORD
MAYOR**

ATTEST:



**JOANN TILTON, CMC
CITY CLERK**

The foregoing is a correct copy of the original on file in this office.

ATTEST 9/29/05

JOANN TILTON, City Clerk

25-128

NOTARY'S STATEMENT

STATE OF California
COUNTY OF Yolo
ON 12/3/2011 BEFORE ME, C. Martin, a
NOTARY PUBLIC, PERSONALLY APPEARED TIM MESSAC, WHO 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 IN HIS
AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON,
OR THE ENTITY UPON BEHALF OF WHICH THE PERSON 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, C. Martin
Yolo County
2/17/2011
(ABOVE AREA FOR NOTARIAL SEAL)

ACCEPTANCE STATEMENT

THIS IS TO CERTIFY THAT THE INTEREST IN REAL PROPERTY OFFERED FOR DEDICATION
ON THIS PARCEL MAP TO THE SAN JOAQUIN COUNTY FLOOD CONTROL AND WATER
CONTROL DISTRICT AND THE BOARD OF SUPERVISORS OF THE STATE OF
CALIFORNIA, AND GOVERNED BY THE LAWS OF SUPERVISORS OF THE SAN
JOAQUIN, IS HEREBY ACCEPTED BY THE UNDERSIGNED OFFICER ON BEHALF OF THE
BOARD OF SUPERVISORS OF THE COUNTY OF SAN JOAQUIN PURSUANT TO THE
AUTHORITY CONFERRED BY RESOLUTION NO. 10-523 OF BOARD OF SUPERVISORS OF
SAN JOAQUIN COUNTY, ADOPTED AND PASSED ON OCTOBER 25, 2010, AND THE GRANTEE
CONSENTS TO RECORRANCE THEREOF BY ITS AUTHORIZED OFFICER.

DATED THIS 23rd DAY OF DECEMBER, 2011.

Thomas M. Gau
THOMAS M. GAU, R.C.E. 20894
DIRECTOR OF PUBLIC WORKS
COUNTY OF SAN JOAQUIN

OWNERS' STATEMENT

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE ALL THE PARTIES HAVING RECORD
TITLE INTEREST IN THE LANDS SUBDIVIDED AND SHOWN ON THIS PARCEL MAP AND WE
HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS PARCEL MAP IN THE
OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA,
AN EXEMPT FOR FLOOD CONTROL PURPOSES ACQUIRED AS "FLOOD CONTROL ESCROW" BY US.
HAEHRL FAMILY LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP

BY: Manfred Haerl General Partner 12/11
DATE

BY: Tim Messac His Attorney-in-Fact 12/11
DATE

BY: Christine Haerl General Partner 12/11
DATE

BY: Tim Messac His Attorney-in-Fact 12/11
DATE

BY: Gunther Haerl General Partner 12/11
DATE

BY: Tim Messac His Attorney-in-Fact 12/11
DATE

BY: Wolfgang Haerl General Partner 12/11
DATE

BY: Tim Messac His Attorney-in-Fact 12/11
DATE

NOTE

PURSUANT TO SECTION 664.36 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES
OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:

1. UOLUINE WATER POWER COMPANY A CORPORATION (NOW PACIFIC GAS AND ELECTRIC
COMPANY), LINE OF TOWERS, BOOK "A" OF DEEDS 58-517, S.J.C.R.
(EXACT WIDTH NOT OF RECORD)

2. SIERRA AND SAN FRANCISCO POWER COMPANY (NOW PACIFIC GAS AND ELECTRIC COMPANY),
LINE OF TOWERS, BOOK "A" OF DEEDS 187-315, S.J.C.R.
(EXACT WIDTH NOT OF RECORD)

PARCEL MAP

A PORTION OF THE SOUTHEAST
QUARTER OF SECTION 21, T.1S., R.8E.,
MOUNT DIABLO BASE & MERIDIAN
SAN JOAQUIN COUNTY - CALIFORNIA
JANUARY 2011
SHEET 1 of 2

Schack & Company, Inc.
Civil Engineering • Building Design • Surveying

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD
SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND
LOCAL ORDINANCE AT THE REQUEST OF HAEHRL FAMILY LP ON JULY 16, 2010. I HEREBY
STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR
CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY. ALL MONUMENTS ARE OF THE CHARACTER
AND OCCUPY THE POSITIONS INDICATED AND ARE SUFFICIENT TO ENABLE THE SURVEY TO
BE RETRACED.

DATED THIS 22nd DAY OF December, 2010.

Dan R. Schack
DAN R. SCHACK, R.C.E. 32158
REGISTRATION EXPIRATION DATE: 12/31/2012

COUNTY SURVEYOR'S STATEMENT

I, THOMAS M. GAU, HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP AND THAT
THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE
TENTATIVE MAP, IF REQUIRED, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER
STATE THAT THIS PARCEL MAP COMPLES WITH ALL THE PROVISIONS OF CHAPTER 2 OF
THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND ALL APPLICABLE ORDINANCES
OF SAN JOAQUIN COUNTY, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP,
IF REQUIRED, AND THAT THIS PARCEL MAP IS TECHNICALLY CORRECT.

DATED THIS 23rd DAY OF DECEMBER, 2011.

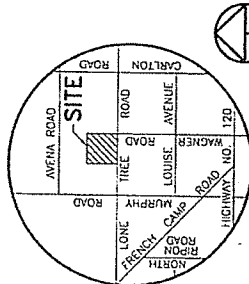
Thomas M. Gau
THOMAS M. GAU, R.C.E. 28894
COUNTY SURVEYOR
REGISTRATION EXPIRATION DATE: 03/31/13

RECORDER'S STATEMENT

FILED THIS 23rd DAY OF December, 2011, AT 2:48 PM
IN BOOK 50 OF PARCEL MAPS, AT PAGE 128
AT THE REQUEST OF DAN R. SCHACK.

FEES \$ 11.00

Kenneth W. Blakemore
KENNETH W. BLAKEMORE
ASSESSOR-RECORDER-COUNTY CLERK
Jeanette Davis
REGISTERED/DEPUTY RECORDER



VICINITY MAP

NO SCALE

REG. NO. 2011-160271
2227621 21-2521 21-40
2011-160271 21-2521 21-40
2011-160271 21-2521 21-40
2011-160271 21-2521 21-40

25-128

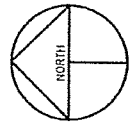
25-128A

PARCEL MAP

A PORTION OF THE SOUTHEAST
QUARTER OF SECTION 21, T.1S., R.8E.,
MOUNT DIABLO BASE & MERIDIAN
SAN JOAQUIN COUNTY - CALIFORNIA
JANUARY 2011 - SCALE 1"=300'

SHEET 2 of 2

Schack & Company, Inc.
Civil Engineering • Building Design • Surveying



SCALE: 1" = 300'

LEGEND

- INDICATES FOUND MONUMENT AS NOTED UNLESS NOTED OTHERWISE
- INDICATES FOUND ON THIS SURVEY
- INDICATES MEASURED THIS SURVEY
- INDICATES CALCULATED FROM RECORD INFORMATION
- INDICATES OFFICIAL RECORDS, BOOK AND PAGE, S.J.C.R.
- INDICATES MEASUREMENT OF SURVEY, BOOK AND PAGE, S.J.C.R.
- INDICATES PARCEL MAP, BOOK AND PAGE, S.J.C.R.
- INDICATES INSTRUMENT NUMBER, S.J.C.R.
- INDICATES SAN JOAQUIN COUNTY SURVEYOR'S RECORDS
- INDICATES BOOK "A" OF DEEDS, VOLUME AND PAGE, S.J.C.R.
- SURVEYOR'S RECORDS, BOOK AND PAGE, SAN JOAQUIN COUNTY SURVEYOR'S RECORDS
- INDICATES WITNESS CORNER
- INDICATES CHAINS
- INDICATES SAN JOAQUIN COUNTY RECORDS
- INDICATES DOCUMENT NUMBER, S.J.C.R.
- INDICATES DOCUMENT NUMBER, S.J.C.R.

NOTES

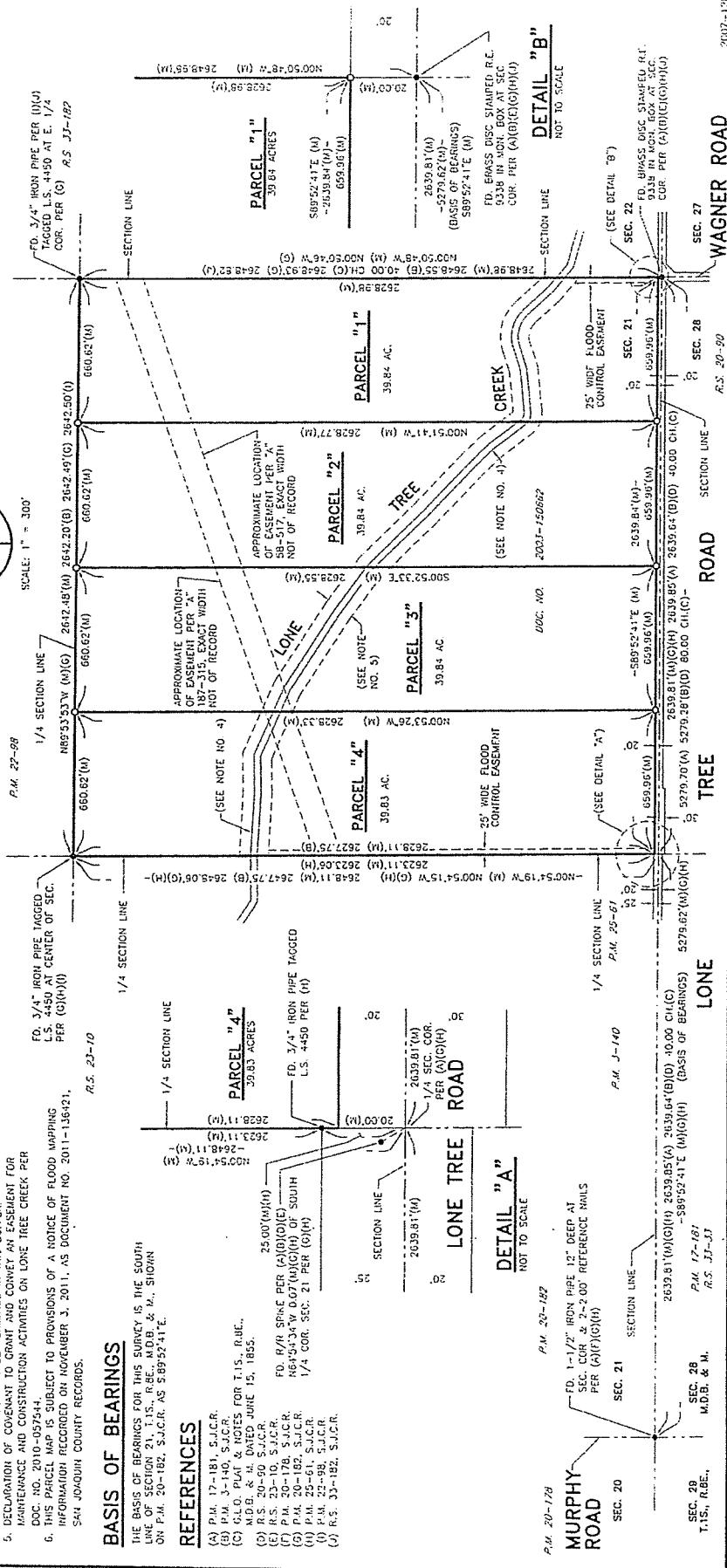
1. REFER TO MINOR SUBDIVISION APPLICATION NO. PA-08-324.
2. THE PRELIMINARY TITLE REPORT PREPARED BY CHICAGO TITLE COMPANY ORDER NO. 08-5320765-C-T10, DATED JUNE 4, 2010, WAS USED IN THE PREPARATION OF THIS PARCEL MAP.
3. ALL PERSONS PURCHASING PARCELS WITHIN THE BOUNDARIES OF THIS APPROVED MAP SHOULD BE PREPARED TO ACCEPT THE INCONVENIENCES OR DISCOMFORTS ASSOCIATED WITH AGRICULTURAL OPERATIONS OR ACTIVITIES, SUCH AS NOISE, ODORS, INSECTS, DUST OR FUMES. SAN JOAQUIN COUNTY HAS DETERMINED THAT SUCH INCONVENIENCES OR DISCOMFORTS SHALL NOT BE CONSIDERED TO BE A NUISANCE.
4. PURSUANT TO SECTION 9-1510.5 OF THE SAN JOAQUIN COUNTY DEVELOPMENT TITLE, THE FOLLOWING AREA IS DESIGNATED AS A NATURAL OPEN SPACE FOR RIPARIAN HABITAT AND WATERWAY PROTECTION. NO DEVELOPMENT OTHER THAN WATER DEPENDENT USES SHALL BE PERMITTED IN THIS SPACE. PARALLEL TO THE LONE TREE CREEK, A NATURAL OPEN SPACE AREA FOR RIPARIAN HABITAT AND WATERWAY PROTECTION SHALL BE MAINTAINED TO PROVIDE NESTING AND FORAGING HABITAT AND THE PROTECTION OF WATERWAY QUALITY. THE MINIMUM WIDTH OF SAID OPEN SPACE SHALL BE ONE-HUNDRED (100) FEET, MEASURED FROM THE MEAN HIGH WATER LEVEL OF THE NATURAL BANK OR FIFTY (50) FEET BACK FROM THE EXISTING RIPARIAN HABITAT, WHICHEVER IS GREATER. WATER-DEPENDENT USES MAY BE PERMITTED IN THIS BUFFER.
5. DECLARATION OF COVENANT TO GRANT AND CONVEY AN EASEMENT FOR MAINTENANCE AND CONSTRUCTION ACTIVITIES ON LONE TREE CREEK PER DOC. NO. 2010-057544.
6. THIS PARCEL MAP IS SUBJECT TO PROVISIONS OF A NOTICE OF FLOOD MAPPING INFORMATION RECORDED ON NOVEMBER 3, 2011, AS DOCUMENT NO. 2011-136421, SAN JOAQUIN COUNTY RECORDS.

BASIS OF BEARINGS

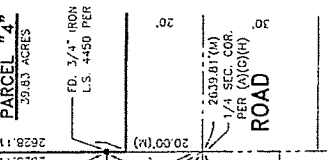
THE BASIS OF BEARINGS FOR THIS SURVEY IS THE SOUTH LINE OF SECTION 21, T.1S., R.8E., M.D.B. & M., SHOWN ON P.M. 20-182, S.J.C.R. AS S89°52'41"E.

REFERENCES

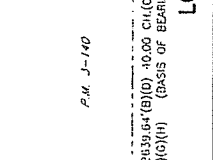
- (A) P.M. 17-181, S.J.C.R.
- (B) P.M. 3-140, S.J.C.R.
- (C) G.L.O. PLAT & NOTES FOR T.1S., R.8E., M.D.B. & M., SHOWN ON P.M. 20-182, S.J.C.R. AS S89°52'41"E.
- (D) R.S. 20-60, S.J.C.R.
- (E) R.S. 23-10, S.J.C.R.
- (F) P.M. 20-178, S.J.C.R.
- (G) P.M. 20-182, S.J.C.R.
- (H) P.M. 25-61, S.J.C.R.
- (I) P.M. 25-88, S.J.C.R.
- (J) R.S. 33-182, S.J.C.R.



DETAIL "A"
NOT TO SCALE



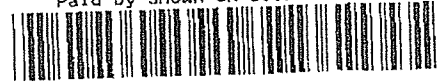
DETAIL "B"
NOT TO SCALE



25-128A

AFTER RECORDING RETURN TO:

SOUTH SAN JOAQUIN IRRIGATION DISTRICT
P.O. Box 747
Ripon, CA 95366



ENCROACHMENT AGREEMENT

ENCROACHMENT AGREEMENT executed this 22nd day of August 2006, by and between SOUTH SAN JOAQUIN IRRIGATION DISTRICT, a State Agency organized and existing under the Irrigation District Law of the State of California, hereinafter referred to as "DISTRICT", and ASSIEH DEVELOPMENT CORPORATION hereinafter referred to as "OWNER" sets forth agreements as follows:

WITNESSETH:

WHEREAS, DISTRICT occupies easements and fee-owned lands for its irrigation and drainage facilities, and

WHEREAS, OWNER'S property described in the attached **Exhibit "A"** (the "Subject Property") is subject to all or a portion of said French Camp Outlet Canal easement, and

WHEREAS, OWNER has title to the Subject Property located in a portion of Section 25, Township 1 South, Range 6 East, Mount Diablo Base and Meridian and wishes to encroach upon the easement area of THE FRENCH CAMP OUTLET CANAL WITH THOSE CERTAIN SUBDIVISION IMPROVEMENTS AS SHOWN ON IMPROVEMENT PLANS FOR ASSIEH SUBDIVISION (SAID ENCROACHMENT AGREEMENT PERTAINS ONLY TO THAT PORTION OF SUBJECT PROPERTY AFFECTED BY EASEMENT.)

WHEREAS, DISTRICT is willing to permit said encroachments provided the owner indemnify and hold the DISTRICT harmless as herein below specified and provided OWNER'S improvements are located, installed, operated, and maintained and plans thereof are approved as hereinafter specified.

NOW, THEREFORE, it is agreed as follows:

1. Nature of Right Conferred. DISTRICT intends hereby to assent only to (a) an encroachment upon an easement or easements held by DISTRICT or (b) to confer a license to OWNER to encroach upon DISTRICT fee-owned lands, all subject to the terms hereof. Nothing in this Agreement constitutes a grant or other disposition of any land or interest in land which is owned or otherwise occupied by the DISTRICT. The OWNER acknowledges that the lands upon which the facilities of the DISTRICT are located may not be owned by the DISTRICT, and further acknowledges that the consent contained in this Agreement relates only to the rights of the DISTRICT by virtue of an easement or easements upon Subject Property or upon land owned in fee by DISTRICT. It is understood that nothing in this Agreement shall be considered as a representation by the DISTRICT of the authority to grant any interest in land over, across, or under any property owned or controlled by any person other than the DISTRICT and OWNER shall obtain any further grants or consents from all others owning interests in the underlying easement land. It is further agreed that any right granted to the OWNER hereunder shall be inferior and subordinate to the rights of the DISTRICT. Except as herein expressly permitted, the OWNER shall not place or permit to be placed on, in, across, or through said easement or right-of-way any building, structure, explosive, well, guy wire, or any other obstruction, nor do or permit to be done, anything which may interfere with the full and exclusive enjoyment by the DISTRICT of the easement or right-of-way owned by it. The OWNER shall not authorize or permit encroachment by others or utilize the easement or right-of-way area in any manner which may endanger, interfere, or make more expensive the proper use and operation of any works or property of the DISTRICT without first obtaining the written consent of the DISTRICT.

2. Assignments and Sublicenses. OWNER may not, without the prior written consent of the DISTRICT, assign or otherwise transfer any right created by this Agreement. OWNER shall not authorize or permit others to utilize any facilities, structures, easements or right-of-way area which are the subject matter of this Agreement in any way not expressly authorized by this Agreement.

3. Indemnity and Release As a major inducement and consideration for the license and permission herein, OWNER shall (i) indemnify and hold harmless and (ii) release the DISTRICT, its officers, agents and employees, against and from any and all loss, damage, claims, demands, actions, causes of action, penalties, costs and expenses of whatsoever nature, including court costs and attorney's fees, which may result from injury to or death of any persons whomsoever including, but not by way of limitation, officers, agents and employees of the DISTRICT, or others, against and from damages to or loss or destruction of property whatsoever including, but not by way of limitation, damage to the levees, canals, appurtenant facilities, equipment or other property of the DISTRICT in its care or custody, when such injury, death, loss, destruction or damage to arises because of:

(a) The installation, construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the permitted OWNER facilities or any part thereof; or

(b) The prosecution of any work contemplated by this Agreement or the presence, operation or use of the permitted owner facilities. This indemnity shall not extend to claims for damages arising out of the death of, or personal injury to, employees of the DISTRICT to the extent that they are within the coverage of the Worker's Compensation Insurance carried by the DISTRICT.

The foregoing release and indemnity shall be effective notwithstanding any assertion that the DISTRICT or others indemnified and released were themselves negligent and that such negligence was a contributing cause of the damage or loss claimed.

4. Corrective Actions. OWNER further agrees that the facilities of the DISTRICT to which this encroachment applies will be left, following the encroachment, in as good or better condition than they were before this Agreement was entered into. In the event the manager of the DISTRICT, in his sole discretion, determines that the facilities are not left in as good or

better condition than before this Agreement was entered into, OWNER agrees to take such corrective action as the Manager directs, at the sole expense of OWNER and at no expense to the DISTRICT. OWNER agrees in the event that it fails to make corrections requested by the Manager of the DISTRICT, that the DISTRICT may make such corrections at OWNER'S expense, and the OWNER agrees to pay the cost of such corrections in full upon demand by the DISTRICT.

5. Plans and Specifications: Construction.

(a) All encroachments and structures constructed under this Agreement shall be erected in accordance with plans and specifications and upon locations approved in advance by the DISTRICT as herein provided and shall be erected in such a manner as not to obstruct in any manner the flow of water in the canals, laterals or drain ditches of the DISTRICT or to make more expensive or to interfere in any manner whatsoever with the construction, operation and maintenance of any part of the impacted irrigation and/or drainage works by the DISTRICT.

(b) OWNER'S construction activities shall incorporate requirements noted on plans approved by the DISTRICT. Further, final construction, including appurtenances and the layout and construction of same, shall be in accordance with plans approved in advance by the DISTRICT and shall not be changed or altered without the express written consent of the DISTRICT.

(c) The OWNER shall call the DISTRICT Engineer at 249-4600 a minimum 48 hours prior to planned construction and shall coordinate all construction activities with the DISTRICT'S Water Superintendent. Further, routine inspections by DISTRICT of construction activities such as trenching, backfilling, compaction, concreting, etc., are required.

(d) When repairing, maintaining, constructing, and reconstructing OWNER encroachments, OWNER and/or his contractors shall comply with all applicable

requirements of the Clean Air Act, as amended (U.S.C. 1857, et seq., as amended by Public law 91-604), the Federal Water Pollution control Act (33 U.S.C. 1251 et seq., as amended by Public Law 92-500), respectively, and all federal, state, and local laws, regulations and guidelines issued thereunder. Further, when and if necessary prior to performing said operations OWNER and/or his contractors shall comply with applicable requirements of OSHA, CAL-OSHA, State of California Department of Industrial Safety and Health Orders, Cal-Trans, and California Health and Welfare laws, regulations and guidelines issued thereunder. Without any limitations by the foregoing, OWNER shall obey all other laws, rules and regulations in effect which are enacted by any federal, state or local agency having jurisdiction.

6. Ordinary Maintenance, Repair or Replacement.

(a) Where necessary, and to the extent required to perform ordinary operation, maintenance, and reconstruction functions, the DISTRICT may request, upon 2 (two) weeks notice, the removal or relocation of portions of OWNER'S encroachments and OWNER shall perform the required work at no cost to the DISTRICT. For emergency purposes OWNER will be required to remove encroachments immediately upon request by the DISTRICT. Further, the repair and replacement of OWNER encroachments following DISTRICT maintenance and reconstruction efforts shall be performed by OWNER and at the expense of OWNER.

(b) OWNER further acknowledges that the existing DISTRICT pipeline over which the OWNER plans to encroach upon does not presently leak and hereby agrees to pay all cost of repairs or replacement of said pipeline should it be determined by the DISTRICT Manager or his staff that the subject encroachment has caused leakage or damage to the DISTRICT pipeline.

(c) As further consideration for this Agreement, OWNER, his heirs, and the successors and assigns of the Subject Property shall, upon request by DISTRICT provide sufficient and clear access for DISTRICT personnel and the passage of standard bobcat excavator equipment for ingress to and egress from the DISTRICT

easement from the dedicated street adjacent the Subject Property.

7. Legal Action. In the event either party commences a legal action to enforce any of the terms and conditions of this Agreement, the prevailing party in said action shall be entitled to recover reasonable attorney's fees and costs incurred.

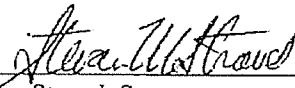
8. Conditions Precedent. OWNER acknowledges that all of the foregoing constitute conditions precedent to the DISTRICT granting the Agreement herein requested and understands that the Agreement would not have been granted in the absence of said conditions.

THIS AGREEMENT shall be a covenant running with the Subject Property and shall be binding upon both DISTRICT and OWNER, their successors, heirs and assigns. Further, the DISTRICT reserves the right to terminate this Agreement upon 60 days notice to the OWNER.

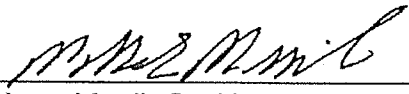
IN WITNESS WHEREOF, DISTRICT and OWNER have caused their names to be affixed.

SOUTH SAN JOAQUIN IRRIGATION DISTRICT
"DISTRICT"

By 
Ralph Roos, President
Board of Directors

By 
Stevan Stroud, Secretary
Board of Directors

ASSIEH DEVELOPMENT CORPORATION
"OWNER(S)"

By 
Nasser Massih, President

Mailing Address: 855 Service St., #B, San Jose, CA 95112

Phone Number: (408) 453-2477

SIGNATURES MUST BE NOTARIZED AND BE PER RECORDED DEED

T:\ENGINEER\DEVELOPMENT\PROJECTS\Assieh\Encroachment.wpd

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

} ss.

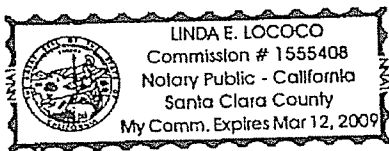
County of Santa Clara

On AUG. 8, 2006 before me, Linda E. Lococo, Notary Public, personally appeared

NASSER MASSIH

- personally known to me
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 E. Lococo

OPTIONAL

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

Description of Attached Document

Title or Type of Document ENCROACHMENT AGREEMENT

Document Date 8-8-2006 Number of Pages SIX

Signer(s) other than named above

Capacity(ies) Claimed by Signer(s)

Signer's Name: NASSER MASSIH

Signer's Name:

- Individual
Corporate Officer
Title(s): PRESIDENT
Partner --- Limited General
Attorney-in-Fact
Trustee
Guardian or Conservator
Other:

- Individual
Corporate Officer
Title(s):
Partner --- Limited General
Attorney-in-Fact
Trustee
Guardian or Conservator
Other:

Signer is Representing

ASSIGH DEVELOPMENT CORP.

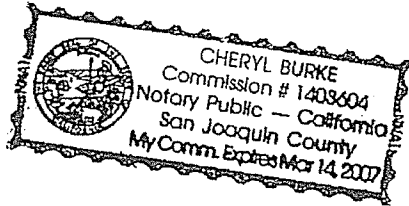
Signer is Representing

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of San Joaquin } ss.

On August 22, 2006, before me, Cheryl Burke, Notary Public,
Date Name and Title of Officer
personally appeared Ralph Roos,
Name(s) of Signer(s)

- personally known to me
- 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.
Cheryl Burke
Signature of Notary Public

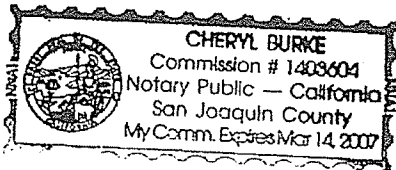
Place Notary Seal Above

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of San Joaquin } ss.

On _____, before me, Cheryl Burke, Notary Public,
Date Name and Title of Officer
personally appeared Stevan Stroud,
Name(s) of Signer(s)

- personally known to me
- 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.
Cheryl Burke
Signature of Notary Public

Place Notary Seal Above

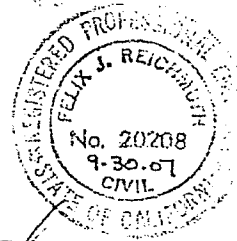
EXHIBIT "A"
35.00 FOOT WIDE ENCROACHMENT


A Strip of land 35.00 feet wide being a portion of the West Parcel (80.75 acres) as shown in Volume 10 of Surveys, at Page 180, situated in Sections 25, Township 1 South, Range 6 East, Mount Diablo Base and Meridian, San Joaquin County, State of California; the centerline of said strip having 17.50 feet on each sides described as follows:

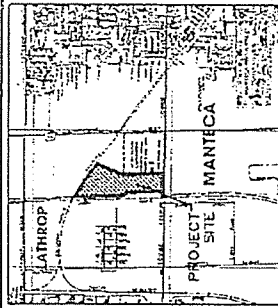
COMMENCING at the southeast corner of said Section 25; thence along the south line of said Section 25 South 89°42'30" West, as shown on said Volume 10 of Surveys, at Page 180, San Joaquin County Records, 2400.30 feet; thence North 02°27'45" West, 30.02 feet to a point on the north right of way line of 60.00 foot wide Louise Avenue; thence along the west line of said Parcel, also being the east line of Western Pacific Railroad Company the following five courses (1) North 02°27'45" West 1470.00 feet; (2) South 89°42'30" West 150.00 feet; (3) North 02°27'45" West 1150.80; (4) North 89°42'30" East 100.07 feet; (5) North 02°27'45" West 123.17 feet to **THE POINT OF BEGINNING**; thence leaving the west line of said Parcel North 87°32'15" East 100.00 feet, to a point on the westerly line of French Camp Drain of South San Joaquin Irrigation District and the easterly line of Western Pacific Railroad Company as shown on said Record of Survey, and **THE POINT OF TERMINUS** of said centerline of 35.00 foot strip.

SUBJECT TO all easements and /or rights-of-way, of record.

Containing an area of 3500 square feet.




Felix J. Reichmuth
R.C.E. 20208
Expires: 09/30/07



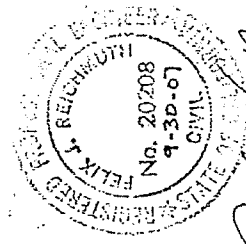
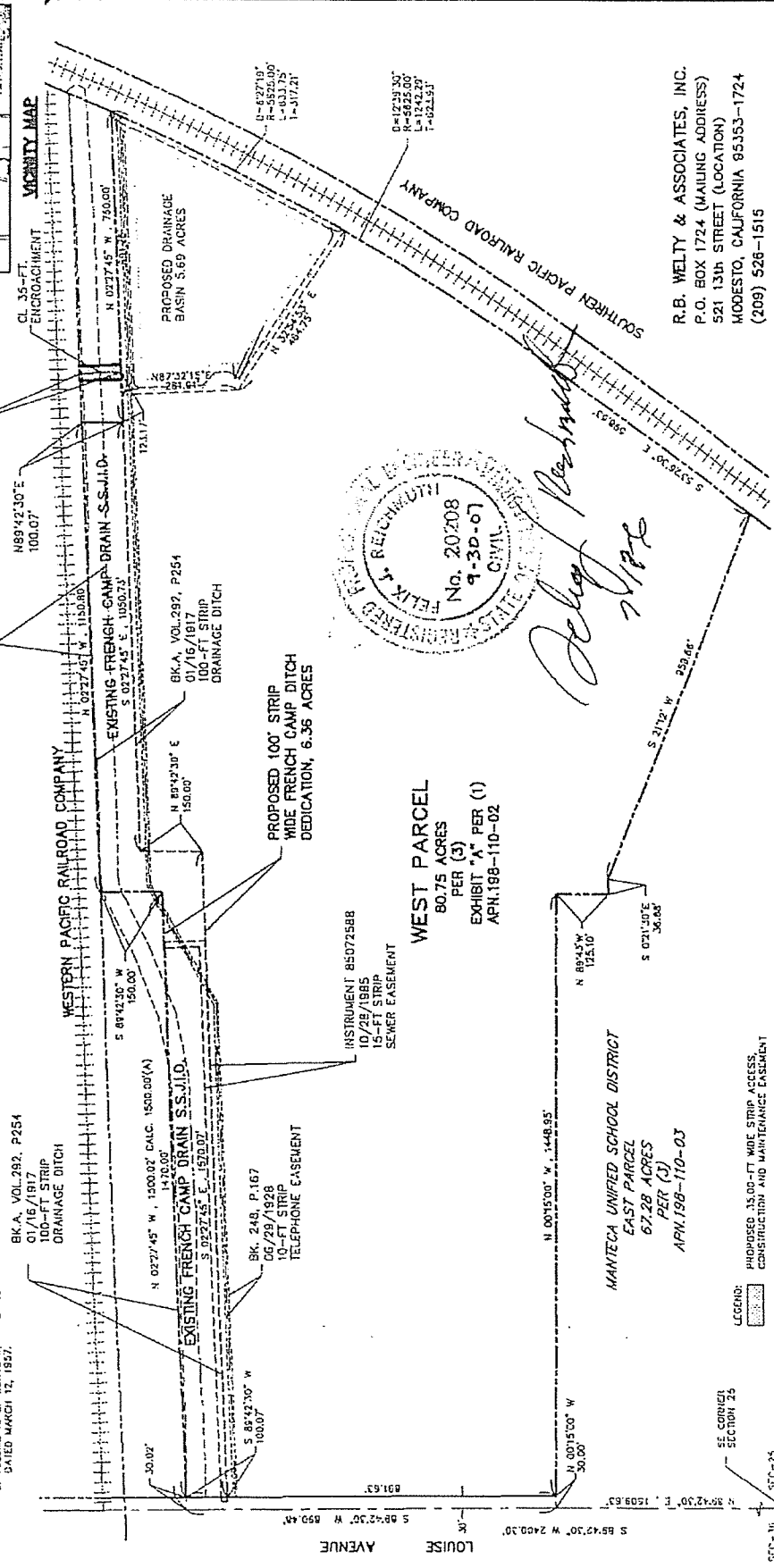
35-FT WIDE ENCROACHMENT INTO FRENCH CAMP DRAIN S.S.J.I.D.

BEING A PORTION OF WEST PARCEL 80.75 ACRES AS SHOWN
IN VOLUME 10 OF SURVEY, AT PAGE 180, SAN JOAQUIN COUNTY
RECORDS, LYING IN THE SECTION 25, T. 1 S., R. 6 E., M. D. B. & M.
SAN JOAQUIN COUNTY, CALIFORNIA
JANUARY 11, 2006
JOB NO. 70848

SCALE: 1" = 160'
FOR 18X26 SHEET

REFERENCES:

1. PRELIMINARY TITLE REPORT NO. 05-53201816-UP
DATED FEBRUARY 15, 2005 BY CHICAGO TITLE COMPANY.
2. BOOK A OF DEEDS, VOLUME 292, PAGE 254
DATED JANUARY 16, 1917.
3. VOLUME 10 OF SURVEYS, PAGE 180
DATED MARCH 12, 1927.



Felix T. Richmond
7/17/06

R.B. WELTY & ASSOCIATES, INC.
P.O. BOX 1724 (MAILING ADDRESS)
521 13th STREET (LOCATION)
MODESTO, CALIFORNIA 95353-1724
(209) 528-1515

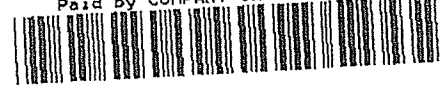
RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177

Location: City/Uninc _____
Recording Fee \$ _____
Document Transfer Tax \$ _____
 Computed on Full Value of Property Conveyed, or
 Computed on Full Value Less Liens & Encumbrances
Remaining at Time of Sale

Signature of declarant or agent determining tax _____

DOC # 2007-079648
04/25/2007 12:17P Fee:19.00
Page 1 of 5
Recorded in Official Records
County of San Joaquin
GARY W. FREEMAN
Assessor-Recorder-County Clerk
Paid by COMPANY ON DOCUMENT



(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD 2201-06-0644

EASEMENT DEED

2006091 (06-03-012) 4-06 1
MANTECA-LOUISE 60KV RELOCATION @ ASSIEH

ASSIEH DEVELOPMENT CORPORATION, a California corporation

hereinafter called Grantor, in consideration of value paid by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called PG&E, the receipt whereof is hereby acknowledged, hereby grants to PG&E the right to erect, construct, reconstruct, replace, remove, maintain and use a line of poles with such wires and cables as PG&E shall from time to time suspend therefrom for the transmission of electric energy, and for communication purposes, and all necessary and proper crossarms, guys, anchors and other appliances and fixtures for use in connection with said poles, wires and cables, together with a right of way, on, along and in all of the hereinafter described easement area lying within Grantor's lands which are situate in the City of Manteca, County of San Joaquin, State of California, and are described as follows:

(APN 198-110-02)

The portion of the lands described in the deed from Harold Rouse to Assieh Development Corporation dated June 5, 2001 and recorded as Recorder's Serial Number 2001-01094563, Official Records of San Joaquin County.

The aforesaid easement area is described as follows:

Beginning at a point in the northerly boundary line of the county road known as Louise Avenue (60 feet wide), said point bears north 89°09'11" west 1509.91 feet from the found County type brass monument shown on the Map filed for record January 6, 1970 in Book 19 of Surveys at page 200, San Joaquin County Records, as marking the southeast corner of Section 25 and running westerly along said northerly boundary line of said county road known as Louise Avenue (60 feet wide)

- (1) south 89°42'30" west 891.83 feet to the westerly boundary line of said lands, thence
- (2) north 2°27'45" west 20.92 feet along said westerly boundary line of said lands; thence leaving said westerly boundary line
- (3) north 85°54'56" east 190.52 feet, thence
- (4) north 2°10'37" west 15.20 feet, thence
- (5) north 87°48'36" east 10.0 feet, thence
- (6) south 2°10'37" east 15.20 feet, thence
- (7) north 89°42'30" east 630.06 feet, thence
- (8) north 1°05'21" east 15.29 feet, thence
- (9) south 88°54'39" east 10.0 feet, thence
- (10) south 1°05'21" west 15.29 feet, thence
- (11) south 87°31'08" east 52.55 feet to the easterly boundary line of said lands, thence
- (12) south 0°15'00" east 31.03 feet along said easterly boundary line to the point of beginning

The foregoing description is based on a survey made by PG&E in March 2003. The bearings used are based on said map dated January 6, 1970.

Grantor further grants to PG&E:

(a) the right of ingress to and egress from said easement area over and across said lands by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor, provided, that such right of ingress and egress shall not extend to any portion of said lands which is isolated from said easement area by any public road or highway, now crossing or hereafter crossing said lands;

(b) the right from time to time to trim and to cut down and clear away or otherwise destroy any and all trees and brush now or hereafter on said easement area and to trim and to cut down and clear away any trees on either side of said easement area which now or hereafter in the opinion of PG&E may be a hazard to the facilities installed hereunder by reason of the danger of falling thereon, or may interfere with the exercise of PG&E's rights hereunder; provided, however, that all trees which PG&E is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of Grantor, but all branches, brush, and refuse wood shall be burned, removed, or chipped and scattered, by PG&E;

(c) the right from time to time to enlarge, improve, reconstruct, relocate and replace any poles constructed hereunder with any other number or type of poles either in the original location or at any alternate location or locations within said easement area;

(d) the right to install, maintain and use gates in all fences which now cross or shall hereafter cross said easement area; and

(c) the right to mark the location of said easement area by suitable markers set in the ground; provided that said markers shall be placed in fences or other locations which will not interfere with any reasonable use Grantor shall make of said easement area.

PG&E hereby covenants and agrees:

(a) not to fence said easement area;

(b) to repair any damage it shall do to Grantor's private roads or lanes on said lands; and

(c) to indemnify Grantor against any loss and damage which shall be caused by any wrongful or negligent act or omission of PG&E or of its agents or employees in the course of their employment, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Grantor's comparative negligence or willful misconduct.

Grantor reserves the right to use said easement area for purposes which will not interfere with PG&E's full enjoyment of the rights hereby granted; provided that Grantor shall not erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground cover in said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated 8-8-, 2006.

Assieh Development Corp.

BY Nasser Massih

Nasser Massih

BY _____



APPROVED AS TO DESCRIPTION

05-16-06

San Joaquin Region
Sacramento Projects, Land
Operating Department Electric Transmission
T. 01 S., R. 06 E., M.D.B. & M. Sec. 25, SE 1/4
PG&E Drawing Number SA-170
TYPE OF INTEREST 3, 11r
Order #30285342-0050
JCN: 06-03-012
County: San Joaquin
Prepared By: BCS6
Checked By: dpm
Revision Number

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

} ss.

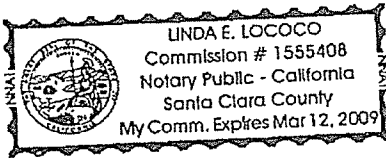
County of Santa Clara

On 8-8-2006 before me, Linda E. Lococo, Notary Public, personally appeared

NASSER MASSIH

- personally known to me
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 E. Lococo

OPTIONAL

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

Description of Attached Document

Title or Type of Document EASEMENT DEED

Document Date 8-8-2006 Number of Pages FOUR

Signer(s) other than named above NO OTHER SIGNERS

Capacity(ies) Claimed by Signer(s)

Signer's Name: NASSER MASSIH

Signer's Name:

- Individual
Corporate Officer
Title(s): PRESIDENT
Partner --- Limited General
Attorney-in-Fact
Trustee
Guardian or Conservator
Other:

- Individual
Corporate Officer
Title(s):
Partner --- Limited General
Attorney-in-Fact
Trustee
Guardian or Conservator
Other:

Signer is Representing

ASSIEN DEVELOPMENT CORP

Signer is Representing

25-128

NOTARY'S STATEMENT

STATE OF California's COUNTY of Yolo
ON 1/31/2011 BEFORE ME, C. Martinez, a NOTARY PUBLIC, PERSONALLY APPEARED TIM MESSAC, WHO 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 WITH AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.
C. Martinez
Yolo County
2/17/2011
(ABOVE AREA FOR NOTARIAL SEAL)

ACCEPTANCE STATEMENT

THIS IS TO CERTIFY THAT THE INTEREST IN BEEN HEREBY OFFERED FOR REDEMPTION ON THIS PARCEL MAP TO THE SAN JOAQUIN COUNTY FLOOD CONTROL DISTRICT, SAN JOAQUIN COUNTY, CALIFORNIA, AND GOVERNED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN JOAQUIN, CALIFORNIA, HEREBY ACCEPTED BY THE UNDERSIGNED OFFICER ON BEHALF OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN JOAQUIN, CALIFORNIA, AND THE AUTHORITY CONFERRED BY REGULATION NO. 18-52 OF BOARD OF SUPERVISORS OF THE COUNTY OF SAN JOAQUIN, ADOPTED ON OCTOBER 5, 2010, AND THE GRANTEE CONSENTS TO REDEMPTION THEREOF BY ITS AUTHORIZED OFFICER.

DATED THIS 23RD DAY OF DECEMBER, 2011.

Thomas M. Gau, R.C.E. 26994
DIRECTOR OF PUBLIC WORKS
COUNTY OF SAN JOAQUIN

OWNERS' STATEMENT

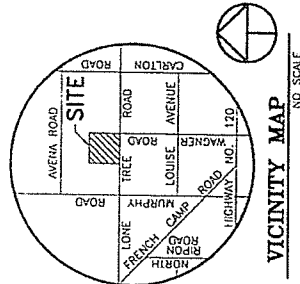
WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE ALL THE PARTIES HAVING RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED AND SHOWN ON THE PARCEL MAP AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS PARCEL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA. WE HEREBY OFFER FOR REGULATION TO THE SAN JOAQUIN COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT MARIEL FAMILY LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP.

BY: MARIEL Family Central Partner DATE 12/11/11
BY: TIM MESSAC, HIS ATTORNEY-IN-FACT DATE 12/11/11
BY: CHRISTINE MARIEL, GENERAL PARTNER DATE 12/11/11
BY: TIM MESSAC, HER ATTORNEY-IN-FACT DATE 12/11/11
BY: CUNTIHER MACRIL, GENERAL PARTNER DATE 12/11/11
BY: TIM MESSAC, HIS ATTORNEY-IN-FACT DATE 12/11/11
BY: WOLFGANG MACRIL, GENERAL PARTNER DATE 12/11/11
BY: TIM MESSAC, HIS ATTORNEY-IN-FACT DATE 12/11/11

NOTE

PURSUANT TO SECTION 66315 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:

TUOLUMNE WATER POWER COMPANY A CORPORATION (NOW PACIFIC GAS AND ELECTRIC COMPANY), LINE OF TOWERS, BOOK "A" OF DEEDS 58-517, S.J.C.R. (EXACT WIDTH NOT OF RECORD)
SIERRA AND SAN FRANCISCO POWER COMPANY (NOW PACIFIC GAS AND ELECTRIC COMPANY), LINE OF TOWERS, BOOK "A" OF DEEDS 187-315, S.J.C.R. (EXACT WIDTH NOT OF RECORD)



VICINITY MAP NO SCALE



PARCEL MAP

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 21, T.1S., R.8E., MOUNT DIABLO BASE & MERIDIAN SAN JOAQUIN COUNTY - CALIFORNIA JANUARY 2011

SHEET 1 of 2

Schack & Company, Inc.
Civil Engineering • Building Design • Surveying

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF MARIEL FAMILY LP ON JULY 16, 2010. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS 22ND DAY OF December, 2010.

Dan R. Schack, R.C.E. 37158

40-2108
64-23112

COUNTY SURVEYOR'S STATEMENT

I, THOMAS M. GAU, HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE PARCEL MAP AND THAT I HAVE APPROVED ALLEGATIONS THEREOF. I FURTHER STATE THAT THIS PARCEL MAP CONFORMS TO THE REQUIREMENTS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT AS AMENDED, AND THAT THE PARCEL MAP IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AS AMENDED, AND THAT THIS PARCEL MAP IS TECHNICALLY CORRECT.

DATED THIS 23RD DAY OF DECEMBER, 2011.

Thomas M. Gau, R.C.E. 26994

REGISTRATION EXPIRATION DATE: 03/31/13

RECORDER'S STATEMENT

FILED THIS 23RD DAY OF December, 2011, AT 2:49 PM
IN BOOK 26 OF PARCEL MAPS, AT PAGE 128
AT THE REQUEST OF DAN R. SCHACK.

FEES: \$ 11.00

Kenneth W. Blakemore
ASSESSOR-RECORDER-COUNTY CLERK

Jeanne Davis
DEPUTY RECORDER

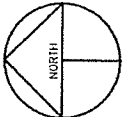
25-128

25-1288A

PARCEL MAP

A PORTION OF THE SOUTHEAST
 QUARTER OF SECTION 21, T.1S., R.8E.,
 MOUNT DIABLO BASE & MERIDIAN
 SAN JOAQUIN COUNTY - CALIFORNIA
 JANUARY 2011 - SCALE 1"=300'
 SHEET 2 of 2

Schack & Company, Inc.
 Civil Engineering • Building Design • Surveying



LEGEND

- INDICATES FOUND MONUMENT AS NOTED UNLESS NOTED OTHERWISE
- INDICATES FOUND ON THIS SURVEY UNLESS NOTED OTHERWISE
- INDICATES MEASURED THIS SURVEYING
- INDICATES CALCULATED FROM RECORD INFORMATION
- INDICATES OFFICIAL RECORDS, BOOK AND PAGE, S.J.C.R.
- INDICATES RECORD OF SURVEY, BOOK AND PAGE, S.J.C.R.
- INDICATES PARCEL MAP, BOOK AND PAGE, S.J.C.R.
- INDICATES INSTRUMENT NUMBER, S.J.C.R.
- INDICATES SAN JOAQUIN COUNTY SURVEYOR'S RECORDS
- INDICATES BOOK "X" OF DEEDS, VOLUME AND PAGE, S.J.C.R.
- INDICATES SURVEYOR'S RECORDS, BOOK AND PAGE, SAN JOAQUIN COUNTY SURVEYOR
- INDICATES WITNESS CORNER
- INDICATES CHAINS
- INDICATES SAN JOAQUIN COUNTY RECORDS
- INDICATES DOCUMENT NUMBER, S.J.C.R.
- INDICATES DOCUMENT NUMBER, S.J.C.R.

NOTES

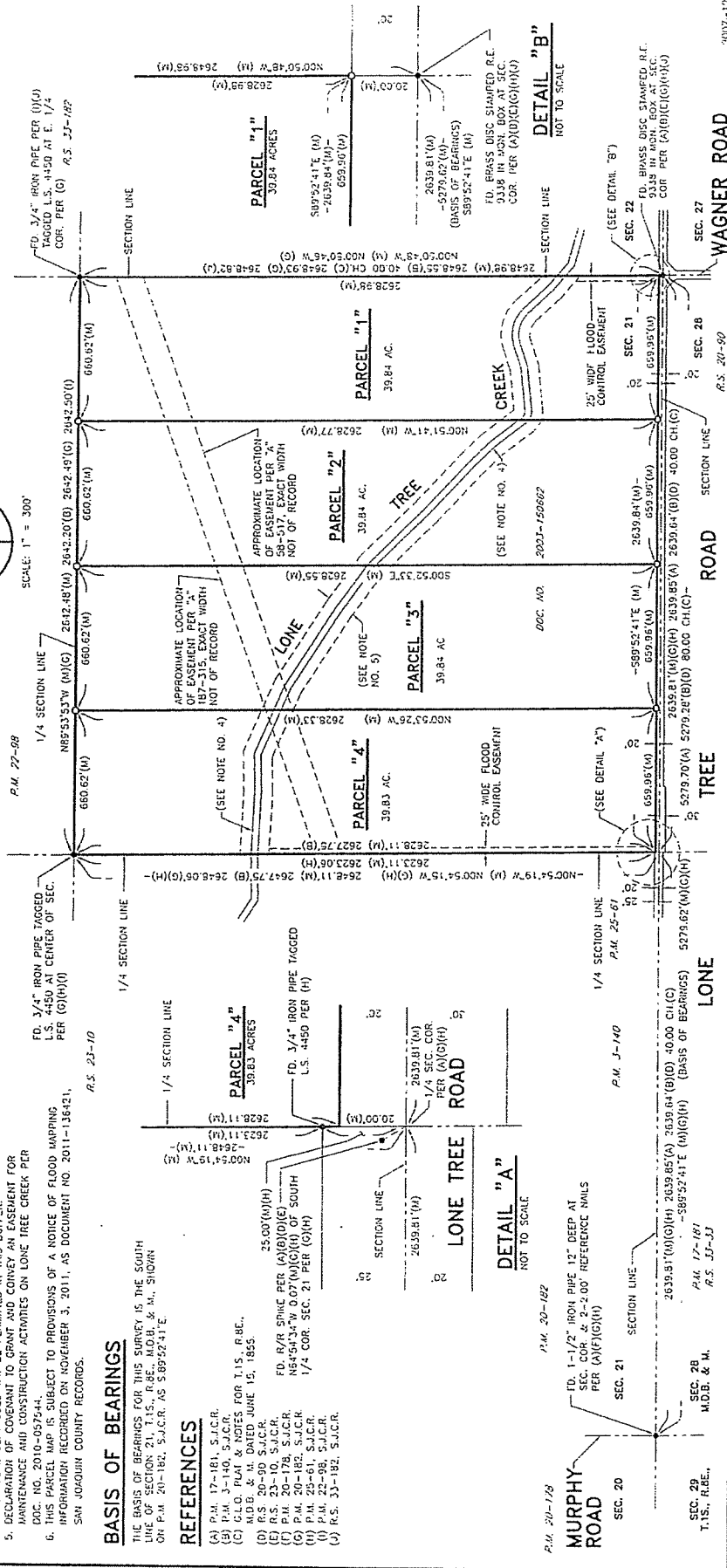
1. REFER TO MINOR SUBDIVISION APPLICATION NO. PA-08-324.
2. THE PRELIMINARY TITLE REPORT PREPARED BY CHICAGO TITLE COMPANY ORDER NO. 08-53208705-C-110, DATED JUNE 4, 2010, WAS USED IN THE PREPARATION OF THIS PARCEL MAP.
3. ALL PERSONS PURCHASING PARCELS WITHIN THE BOUNDARIES OF THIS APPROVED MAP SHOULD BE PREPARED TO ACCEPT THE INCONVENIENCES OR DISCOMFORTS ASSOCIATED WITH AGRICULTURAL OPERATIONS OR ACTIVITIES, SUCH AS NOISE, DUST, INSECTS, DUST OR FUMES. SAN JOAQUIN COUNTY HAS DETERMINED THAT SUCH INCONVENIENCES OR DISCOMFORTS SHALL NOT BE CONSIDERED TO BE A NUISANCE.
4. PURSUANT TO SECTION 9-1510.5 OF THE SAN JOAQUIN COUNTY DEVELOPMENT TITLE, THE FOLLOWING AREA IS DESIGNATED AS A NATURAL OPEN SPACE FOR RIPARIAN HABITAT AND WATERWAY PROTECTION. NO DEVELOPMENT OTHER THAN WATER DEPENDENT USES SHALL BE PERMITTED IN THIS SPACE. PARALLEL TO THE LONE TREE CREEK, A NATURAL OPEN SPACE AREA FOR RIPARIAN HABITAT AND WATERWAY PROTECTION SHALL BE MAINTAINED TO PROVIDE NESTING AND FORAGING HABITAT AND THE PROTECTION OF WATERWAY QUALITY. THE MINIMUM WIDTH OF SAID OPEN SPACE SHALL BE ONE-HUNDRED (100) FEET, MEASURED FROM THE MEAN HIGH WATER LEVEL OF THE NATURAL BANK OR FIFTY (50) FEET BACK FROM THE EXISTING RIPARIAN HABITAT, WHICHEVER IS GREATER. WATER-DEPENDENT USES MAY BE PERMITTED IN THIS BUFFER. DECLARATION OF COVENANT TO GRANT AND CONVEY AN EASEMENT FOR MAINTENANCE AND CONSTRUCTION ACTIVITIES ON LONE TREE CREEK PER DOC. NO. 2010-067544.
5. THIS PARCEL MAP IS SUBJECT TO PROVISIONS OF A NOTICE OF FLOOD HAZARD INFORMATION RECORDED ON NOVEMBER 3, 2011, AS DOCUMENT NO. 2011-136421, SAN JOAQUIN COUNTY RECORDS.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE SOUTH LINE OF SECTION 21, T.1S., R.8E., M.D.B. & M., SHOWN ON P.M. 20-182, S.J.C.R. AS S.89°52'41"E.

REFERENCES

- (A) P.M. 17-181, S.J.C.R.
- (B) P.M. 3-140, S.J.C.R.
- (C) C.L.O. PLAT & NOTES FOR T.1S., R.8E., M.D.B. & M., SHOWN ON P.M. 20-182, S.J.C.R. AS S.89°52'41"E.
- (D) R.S. 20-80, S.J.C.R.
- (E) R.S. 23-10, S.J.C.R.
- (F) P.M. 20-178, S.J.C.R.
- (G) P.M. 20-182, S.J.C.R.
- (H) P.M. 23-81, S.J.C.R.
- (I) P.M. 22-98, S.J.C.R.
- (J) R.S. 33-182, S.J.C.R.



25-1288A

RECORDING REQUESTED BY
FIDELITY NATIONAL TITLE

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Manteca
1001 W. Center Street
Manteca, CA 95337
Attn: City Clerk

Doc H: 2010-170133
12/28/2010 08:18:23 AM
Page: 1 of 13 Fee: \$0
Kenneth W Blakemore
San Joaquin County Recorders
Paid By: SUNG PAPPAS & LAGMAN EXPRESS INC.



725133666-PP

(Above Space for Recorder's Use Only)

GRANT OF EASEMENT

Preamble

This GRANT OF EASEMENT is made this 21st day of December, 2010, by and between WESTCORE LOUISE, LP, a Delaware limited partnership, hereinafter referred to as "**Grantor**" and CITY OF MANTECA, hereinafter referred to as "**Grantee**".

Recitals

WHEREAS, Grantor is the owner of certain real property in the City of Manteca, County of San Joaquin, State of California, hereinafter referred to as the "Servient Tenement," and described in **Exhibit A** attached hereto and incorporated herein, and

WHEREAS, Grantee desires to acquire certain rights in the Servient Tenement;

NOW, THEREFORE, it is agreed as follows:

Grant of Easement

1. For valuable consideration, Grantor hereby grants to Grantee an easement as hereinafter described.

Character of Easement

2. The easement granted herein is an easement in gross.

Description of Easement

3. The easement granted herein is a right to use and maintain sanitary sewer, water, storm drain lines and appurtenances; electrical, gas, telephone and cablevision lines and appurtenances, by companies having a franchise with the City of Manteca and other utility companies, all hereto referred to as "**said facilities**".

Location

4. The easement granted herein is located as described in **Exhibit B** and shown on **Exhibit C** attached hereto and incorporated herein by reference.

Use by Grantee

5. The easement granted herein includes the following use of the Servient Tenement: The right to install, repair, remove, replace, reconstruct, use, operate, inspect, and maintain said facilities.

Secondary Easements

6. The easement granted herein includes incidental rights of maintenance, repair and replacement.

Entire Agreement

7. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

Binding Effect

8. This instrument shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties hereto.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this instrument that and year first above written.

GRANTOR:

WESTCORE LOUISE, LP,
a Delaware limited partnership

By: WP Louise, Inc.,
a Delaware corporation,
its General Partner

By: *Manish Malhotra*
Name: Manish Malhotra
Title: Vice President

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On DECEMBER 14, 2010, before me, MARCELLE SAMAKOSKY,
a Notary Public, personally appeared MANISH MALHOTRA, 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 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.



Marcelle Samakosky
Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MANTECA, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN REAL PROPERTY SITUATED IN SECTION 25, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SECTION CORNER COMMON TO SECTION 25 AND 36, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN; THENCE SOUTH 89° 42' 30" WEST, 2400.30 FEET ALONG THE SECTION LINE COMMON TO SECTION 25 AND 36, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 2° 27' 45" WEST, 1500.00 FEET; THENCE SOUTH 89° 42' 30" WEST, 150.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE WESTERN PACIFIC RAILROAD COMPANY; THENCE NORTH 2° 27' 45" WEST, 1150.80 FEET ALONG SAID RAILROAD RIGHT OF WAY LINE; THENCE NORTH 89° 42' 30" EAST, 100.00 FEET; THENCE NORTH 2° 27' 45" WEST, 759.99 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE SOUTHERN PACIFIC COMPANY RAILROAD; THENCE SOUTHEASTERLY ALONG SAID RAILROAD RIGHT OF WAY LINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 5625.00 FEET AND A LONG CHORD WHICH BEARS SOUTH 59° 46' 15" EAST, 1240.32 FEET; THENCE CONTINUING ALONG THE SAID RAILROAD RIGHT OF WAY LINE, SOUTH 53° 26' 30" EAST, 598.63 FEET TO A 1-1/4 INCH IRON PIPE; THENCE SOUTH 21° 12' WEST, 959.66 FEET TO A COPPER WELD SURVEY MARKER; THENCE SOUTH 0° 21' 30" EAST, 36.88 FEET TO A COPPERWELD SURVEY MARKER; THENCE NORTH 89° 43' WEST, 125.10 FEET TO A COPPERWELD SURVEY MARKER; THENCE SOUTH 0° 15' EAST, 1490.95 FEET TO A 3/4 INCH IRON PIPE AT THE INTERSECTION WITH THE SECTION LINE COMMON TO SECTIONS 25 AND 36, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN; THENCE SOUTH 89° 42' 30" WEST, 890.67 FEET ALONG SAID SECTION LINE TO THE POINT OF BEGINNING.

EXCEPT THEREFROM: ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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ALSO EXCEPT THEREFROM: ANY PORTION LYING WITHIN THE 200 FOOT CONGRESSIONAL GRANT OF THE SOUTHERN PACIFIC RAILROAD COMPANY, LYING ALONG THE NORTHERLY SIDE OF SAID PARCEL.

ALSO EXCEPT THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF SAN JOAQUIN BY DEED RECORDED OCTOBER 21, 1991, AS DOCUMENT NO. 91103582, SAN JOAQUIN COUNTY RECORDS.

ALSO EXCEPT THEREFROM: THAT PORTION THEREOF CONVEYED IN THE DEED TO CITY OF MANTECA, RECORDED OCTOBER 3, 2005, SERIES NO. 2005-247075 AND AS REVISED AND RERECORDED DECEMBER 1, 2005, SERIES NO. 2005-300324, SAN JOAQUIN COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO SOUTH SAN JOAQUIN IRRIGATION DISTRICT BY DEED RECORDED AUGUST 10, 2006, AS DOCUMENT NO. 2006-171492, SAN JOAQUIN COUNTY RECORDS.

APN: 198-110-08

EXHIBIT B
LEGAL DESCRIPTION
ACCESS AND PUBLIC UTILITY EASEMENT

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF MANTECA, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JUNE 15, 2010 AS INSTRUMENT NO. 2010-078522, SAN JOAQUIN COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WESTERLY LINE OF SAID PARCEL, SAID POINT BEARING NORTH 2° 27' 45" WEST, A DISTANCE OF 789.26 FEET FROM THE WESTERLY TERMINUS OF THAT CERTAIN COURSE DESIGNATED AS 'NORTH 89° 42' 30" EAST, 150.00 FEET' IN THAT CERTAIN GRANT DEED TO THE SOUTH SAN JOAQUIN IRRIGATION DISTRICT RECORDED ON AUGUST 10, 2006 AS INSTRUMENT NO. 2006-171492, SAN JOAQUIN COUNTY RECORDS.

THENCE ALONG THE ARC OF AN 849.32-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 59° 29' 16" EAST, THROUGH A CENTRAL ANGLE OF 21° 21' 41", AN ARC DISTANCE OF 316.65 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 36° 26' 22" WEST, A DISTANCE OF 50.02 FEET;

THENCE NORTH 2° 27' 45" WEST, A DISTANCE OF 60.47 FEET TO A POINT ON THE SOUTHERLY LINE OF THAT CERTAIN BASIN EASEMENT GRANTED TO THE CITY OF MANTECA ON OCTOBER 3, 2005 AS INSTRUMENT NO. 2005-247079, SAN JOAQUIN COUNTY RECORDS;

THENCE ALONG SAID SOUTHERLY LINE, NORTH 87° 32' 15" EAST, A DISTANCE OF 26.16 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN ACCESS AND UTILITY EASEMENT GRANTED TO THE CITY OF MANTECA ON OCTOBER 3, 2005 AS INSTRUMENT NO. 2005-247078, SAN JOAQUIN COUNTY RECORDS;

THENCE ALONG THE WESTERLY LINE OF SAID ACCESS AND UTILITY EASEMENT, SOUTH 27° 39' 59" EAST, A DISTANCE OF 230.58 FEET;

THENCE LEAVING SAID WESTERLY LINE, NORTH 57° 05' 07" WEST, A DISTANCE OF 57.61 FEET;

THENCE NORTH 36° 26' 22" WEST, A DISTANCE OF 88.42 FEET TO THE POINT OF BEGINNING.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



KEVIN J. MARTIN, L.S. 8345
LICENSE EXPIRATION DATE: 12-31-11

11/12/10

DATE



LANDS OF WESTCORE
2010-078522 O.R.

FUTURE UPRR R/W

BASIN EASEMENT
2005-247079 O.R.

ACCESS AND UTILITY
EASEMENT
2005-247078 O.R.

ACCESS AND PUBLIC
UTILITY EASEMENT

LANDS OF WESTCORE
2010-078522 O.R.

$R=849.32'$
 $\Delta=21^{\circ}21'41''$
 $L=316.65'$
TIE



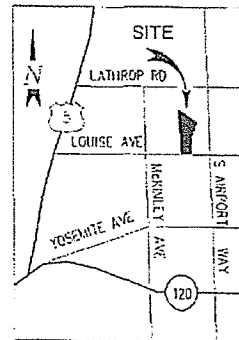
0 40' 80' 160'

Scale 1" = 80 ft

FUTURE UPRR R/W

VICINITY MAP

NOT TO SCALE



LEGEND

- ⊙ CENTERLINE
- O.R. OFFICIAL RECORD
- P.O.B. POINT OF BEGINING
- P.O.C. POINT OF COMMENCEMENT



COURSE DESIGNATED AS
"NORTH 89°42'30" EAST,
150.00 FEET"

P.O.C.

Z:\2010\A10536\survey\A10536 PLAT-EASEMENTS.dwg 11/10/2010 10:16:33 AM PST



KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
1233 Quarry Lane, Suite 145 (925) 249-6555
Pleasanton, California 94566 Fax (925) 249-6563

EXHIBIT C

PLAT TO ACCOMPANY LEGAL DESCRIPTION
ACCESS AND PUBLIC UTILITY EASEMENT

MANTECA, SAN JOAQUIN COUNTY, CALIFORNIA

SCALE	1" = 80'
DATE	NOVEMBER 2010
BY	KJM
JOB NO.	A10536
SHEET	1 OF 1

RESOLUTION NO. R2010-262

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF MANTECA ACCEPTING A GRANT OF EASEMENT (D1200)
FOR PUBLIC UTILITIES PURPOSES "PUE EASEMENT 1"

RESOLVED, that the City Council of the City of Manteca does hereby accept a Grant of Easement (D1200) from **WESTCORE LP, a DELAWARE limited partnership**, for access and public utilities purposes, as more particularly described in Exhibits "A", "B" and "C"; and

RESOLVED that **JOANN TILTON**, City Clerk for the City of Manteca, is hereby instructed to attend to the proper recordation of same.

DATED: December 21, 2010


ROLL CALL:

AYES: Councilmembers DeBrum, Harris, Hernandez, Moorhead, and Weatherford

NOES: None

ABSENT: None

ABSTAIN: None


WILLIE W. WEATHERFORD
MAYOR

ATTEST:


JOANN TILTON, MMC
CITY CLERK

The foregoing is a correct copy of the original on file in this office.

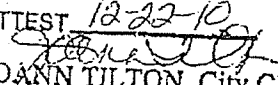
ATTEST 12-22-10

JOANN TILTON, City Clerk

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APN: 198-110-08

**EXHIBIT B
LEGAL DESCRIPTION
ACCESS AND PUBLIC UTILITY EASEMENT**

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KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



KEVIN J. MARTIN, L.S. 8345
LICENSE EXPIRATION DATE: 12-31-11

11/12/10
DATE



LANDS OF WESTCORE
2010-078522 O.R.

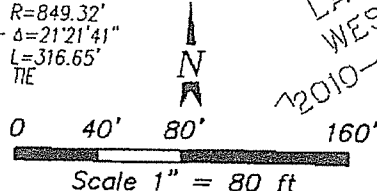
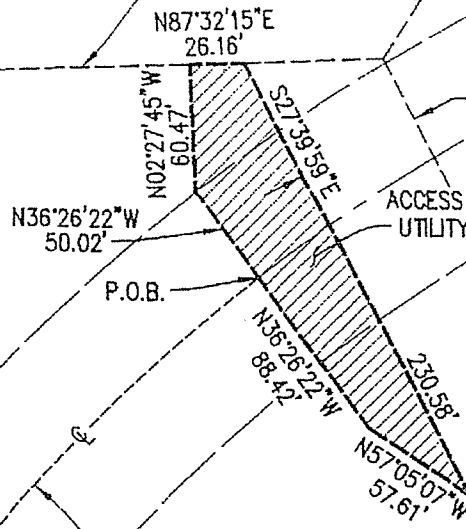
FUTURE UPRR R/W

BASIN EASEMENT
2065-247079 O.R.

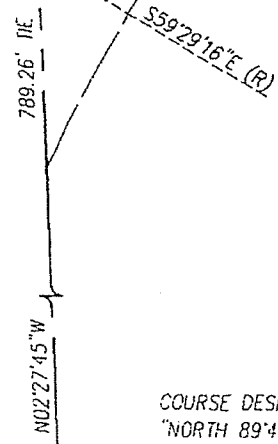
ACCESS AND UTILITY
EASEMENT
2005-247078 O.R.

ACCESS AND PUBLIC
UTILITY EASEMENT

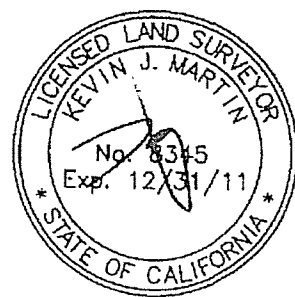
LANDS OF WESTCORE
2010-078522 O.R.



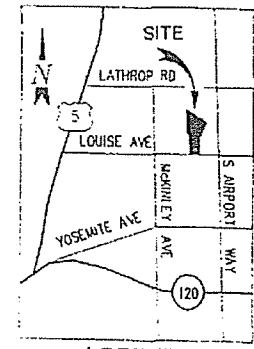
FUTURE UPRR R/W



COURSE DESIGNATED AS
"NORTH 89°42'30" EAST,
150.00 FEET".



VICINITY MAP
NOT TO SCALE



LEGEND

- Ⓞ CENTERLINE
- O.R. OFFICIAL RECORD
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

Z:\2010\A10536\survey\A10536 PLAT-EASEMENTS.dwg 11/10/2010 10:16:33 AM PST


 **KIER & WRIGHT**
CIVIL ENGINEERS & SURVEYORS, INC.
1233 Quarry Lane, Suite 145 (925) 249-6555
Pleasanton, California 94566 Fax (925) 249-6563

EXHIBIT C
PLAT TO ACCOMPANY LEGAL DESCRIPTION
ACCESS AND PUBLIC UTILITY EASEMENT
MANTECA, SAN JOAQUIN COUNTY, CALIFORNIA

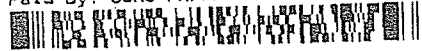
SCALE	1" = 80'
DATE	NOVEMBER 2010
BY	KJM
JOB NO.	A10536
SHEET	1 OF 1

2

RECORDING REQUESTED BY
FIDELITY NATIONAL TITLE

Doc #: 2010-170134
12/28/2010 08:18:23 AM
Page: 1 of 17 Fee: \$0
Kenneth W Blakemore
San Joaquin County Recorders
Paid By: SUNG PAPPAS & LAGMAN EXPRESS INC.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:



City of Manteca
1001 W. Center Street
Manteca, CA 95337
Attn: City Clerk

725133666-PP

(Above Space for Recorder's Use Only)

GRANT OF EASEMENT

Preamble

This GRANT OF EASEMENT is made this 21st day of December, 2010, by and between WESTCORE LOUISE, LP, a Delaware limited partnership, hereinafter referred to as "**Grantor**" and CITY OF MANTECA, hereinafter referred to as "**Grantee**".

Recitals

WHEREAS, Grantor is the owner of certain real property in the City of Manteca, County of San Joaquin, State of California, hereinafter referred to as the "Servient Tenement," and described in **Exhibit A** attached hereto and incorporated herein, and

WHEREAS, Grantee desires to acquire certain rights in the Servient Tenement;

NOW, THEREFORE, it is agreed as follows:

Grant of Easement

1. For valuable consideration, Grantor hereby grants to Grantee an easement as hereinafter described.

Character of Easement

2. The easement granted herein is an easement in gross.

Description of Easement

3. The easement granted herein is a right to use and maintain sanitary sewer, water, storm drain lines and appurtenances; electrical, gas, telephone and cablevision lines and appurtenances, by companies having a franchise with the City of Manteca and other utility companies, all hereto referred to as "**said facilities**".

Location

4. The easement granted herein is located as described in **Exhibit B** and shown on **Exhibit C** attached hereto and incorporated herein by reference.

Use by Grantee

5. The easement granted herein includes the following use of the Servient Tenement: The right to install, repair, remove, replace, reconstruct, use, operate, inspect, and maintain said facilities.

Secondary Easements

6. The easement granted herein includes incidental rights of maintenance, repair and replacement.

Entire Agreement

7. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

Binding Effect

8. This instrument shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties hereto.

[Remainder of Page Intentionally Left Blank]

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MANTECA, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN REAL PROPERTY SITUATED IN SECTION 25, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SECTION CORNER COMMON TO SECTION 25 AND 36, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN; THENCE SOUTH 89° 42' 30" WEST, 2400.30 FEET ALONG THE SECTION LINE COMMON TO SECTION 25 AND 36, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 2° 27' 45" WEST, 1500.00 FEET; THENCE SOUTH 89° 42' 30" WEST, 150.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE WESTERN PACIFIC RAILROAD COMPANY; THENCE NORTH 2° 27' 45" WEST, 1150.80 FEET ALONG SAID RAILROAD RIGHT OF WAY LINE; THENCE NORTH 89° 42' 30" EAST, 100.00 FEET; THENCE NORTH 2° 27' 45" WEST, 759.99 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE SOUTHERN PACIFIC COMPANY RAILROAD; THENCE SOUTHEASTERLY ALONG SAID RAILROAD RIGHT OF WAY LINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 5625.00 FEET AND A LONG CHORD WHICH BEARS SOUTH 59° 46' 15" EAST, 1240.32 FEET; THENCE CONTINUING ALONG THE SAID RAILROAD RIGHT OF WAY LINE, SOUTH 53° 26' 30" EAST, 598.63 FEET TO A 1-1/4 INCH IRON PIPE; THENCE SOUTH 21° 12' WEST, 959.66 FEET TO A COPPER WELD SURVEY MARKER; THENCE SOUTH 0° 21' 30" EAST, 36.88 FEET TO A COPPERWELD SURVEY MARKER; THENCE NORTH 89° 43' WEST, 125.10 FEET TO A COPPERWELD SURVEY MARKER; THENCE SOUTH 0° 15' EAST, 1490.95 FEET TO A 3/4 INCH IRON PIPE AT THE INTERSECTION WITH THE SECTION LINE COMMON TO SECTIONS 25 AND 36, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN; THENCE SOUTH 89° 42' 30" WEST, 890.67 FEET ALONG SAID SECTION LINE TO THE POINT OF BEGINNING.

EXCEPT THEREFROM: ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 25 AND ON THE CENTER LINE OF LOUISE AVENUE WHICH BEARS SOUTH 89° 42' 30" WEST, 1509.63 FEET FROM THE CORNER COMMON TO SECTIONS 25 AND 36, TOWNSHIP 1 SOUTH, RANGE SIX EAST AND SECTION 30 AND 31, TOWNSHIP 1 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN; THENCE NORTH 0° 15' WEST, 30 FEET TO A 3/4 INCH IRON PIPE; THENCE SOUTH 89° 42' 30" WEST, 890.67 FEET TO A 4" X 4" CONCRETE MONUMENT AND TO THE EASTERLY RIGHT OF WAY LINE OF THE WESTERN PACIFIC RAILROAD COMPANY; THENCE SOUTH 2° 27' 45" EAST, 30 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID SECTION 25 AND THE CENTER LINE OF LOUISE AVENUE; THENCE ALONG SAID SOUTH LINE, NORTH 89° 42' 30" EAST, 890.67 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT THEREFROM: ANY PORTION LYING WITHIN THE 200 FOOT CONGRESSIONAL GRANT OF THE SOUTHERN PACIFIC RAILROAD COMPANY, LYING ALONG THE NORTHERLY SIDE OF SAID PARCEL.

ALSO EXCEPT THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF SAN JOAQUIN BY DEED RECORDED OCTOBER 21, 1991, AS DOCUMENT NO. 91103582, SAN JOAQUIN COUNTY RECORDS.

ALSO EXCEPT THEREFROM: THAT PORTION THEREOF CONVEYED IN THE DEED TO CITY OF MANTECA, RECORDED OCTOBER 3, 2005, SERIES NO. 2005-247075 AND AS REVISED AND RERECORDED DECEMBER 1, 2005, SERIES NO. 2005-300324, SAN JOAQUIN COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO SOUTH SAN JOAQUIN IRRIGATION DISTRICT BY DEED RECORDED AUGUST 10, 2006, AS DOCUMENT NO. 2006-171492, SAN JOAQUIN COUNTY RECORDS.

APN: 198-110-05

EXHIBIT B
LEGAL DESCRIPTION
PUBLIC UTILITY EASEMENT

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF MANTECA, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JUNE 15, 2010 AS INSTRUMENT NO. 2010-078522, SAN JOAQUIN COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A

COMMENCING AT A POINT ON THE WESTERLY LINE OF SAID PARCEL, SAID POINT BEARING NORTH 2° 27' 45" WEST, A DISTANCE OF 789.26 FEET FROM THE WESTERLY TERMINUS OF THAT CERTAIN COURSE DESIGNATED AS 'NORTH 89° 42' 30" EAST, 150.00 FEET' IN THAT CERTAIN GRANT DEED TO THE SOUTH SAN JOAQUIN IRRIGATION DISTRICT RECORDED ON AUGUST 10, 2006 AS INSTRUMENT NO. 2006-171492, SAN JOAQUIN COUNTY RECORDS.

THENCE ALONG THE ARC OF AN 849.32-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 59° 29' 16" EAST, THROUGH A CENTRAL ANGLE OF 21° 21' 41", AN ARC DISTANCE OF 316.65 FEET;

THENCE NORTH 36° 26' 22" WEST, A DISTANCE OF 50.02 FEET;

THENCE NORTH 2° 27' 45" WEST, A DISTANCE OF 60.47 FEET TO A POINT ON THE SOUTHERLY LINE OF THAT CERTAIN BASIN EASEMENT GRANTED TO THE CITY OF MANTECA ON OCTOBER 3, 2005 AS INSTRUMENT NO. 2005-247079, SAN JOAQUIN COUNTY RECORDS SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG SAID SOUTHERLY LINE, SOUTH 87° 32' 15" WEST, A DISTANCE OF 181.87 FEET;

THENCE SOUTH 2° 27' 45" EAST, A DISTANCE OF 415.31 FEET;

THENCE ALONG THE ARC OF A 799.32-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 64° 20' 51" EAST, THROUGH A CENTRAL ANGLE OF 2° 12' 10", AN ARC DISTANCE OF 30.73 FEET;

THENCE NORTH 2° 27' 45" WEST, A DISTANCE OF 363.48 FEET;

THENCE NORTH 87° 32' 15" EAST, A DISTANCE OF 25.00 FEET;

THENCE NORTH 2° 27' 45" WEST, A DISTANCE OF 10.00 FEET;

THENCE NORTH 87° 32' 15" EAST, A DISTANCE OF 55.31 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT A;

THENCE CONTINUING NORTH 87° 32' 15" EAST, A DISTANCE OF 86.56 FEET;

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BEGINNING AT POINT A AS DESCRIBED IN PARCEL A ABOVE;

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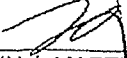
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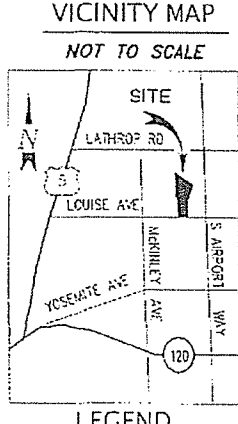
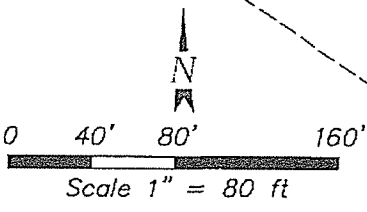
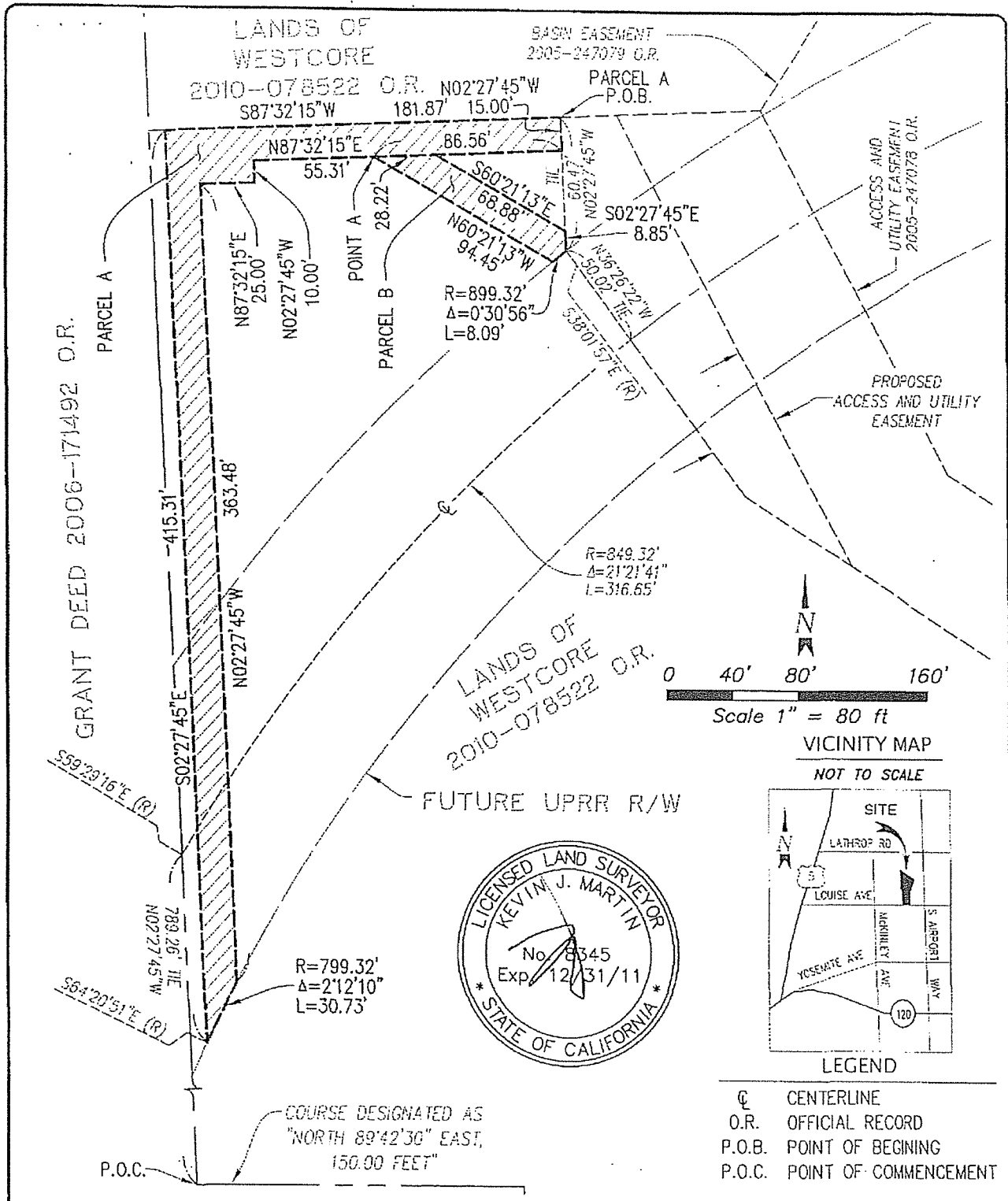
KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



KEVIN J. MARTIN, L.S. 8345
LICENSE EXPIRATION DATE: 12-31-11

11/12/10
DATE





Z:\2010\A10536\survey\A10536 PLAT-EASEMENTS.dwg 11/10/2010 10:16:33 AM PST

KIER & WRIGHT
 CIVIL ENGINEERS & SURVEYORS, INC.
 1233 Quarry Lane, Suite 145 (925) 249-6555
 Pleasanton, California 94566 Fax (925) 249-6553

EXHIBIT C
 PLAT TO ACCOMPANY LEGAL DESCRIPTION
 PUBLIC UTILITY EASEMENT
 MANTECA, SAN JOAQUIN COUNTY, CALIFORNIA

SCALE	1" = 80'
DATE	NOVEMBER 2010
BY	KJM
JOB NO.	A10536
SHEET	1 OF 1

RESOLUTION NO. R2010-261

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF MANTECA ACCEPTING A GRANT OF EASEMENT (D1199)
FOR PUBLIC UTILITIES PURPOSES "PUE EASEMENT 2"

RESOLVED, that the City Council of the City of Manteca does hereby accept a Grant of Easement (D1199) from **WESTCORE LP, a DELAWARE limited partnership**, for access and public utilities purposes, as more particularly described in Exhibits "A", "B" and "C"; and

RESOLVED that **JOANN TILTON**, City Clerk for the City of Manteca, is hereby instructed to attend to the proper recordation of same.

DATED: December 21, 2010


ROLL CALL:

AYES: Councilmembers DeBrum, Harris, Hernandez, Moorhead, and Weatherford

NOES: None

ABSENT: None

ABSTAIN: None


WILLIE W. WEATHERFORD
MAYOR

ATTEST:


JOANN TILTON, MMC
CITY CLERK

The foregoing is a correct copy of the original on file in this office.

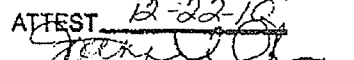
ATTEST B-22-18

JOANN TILTON, City Clerk

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APN: 198-110-08

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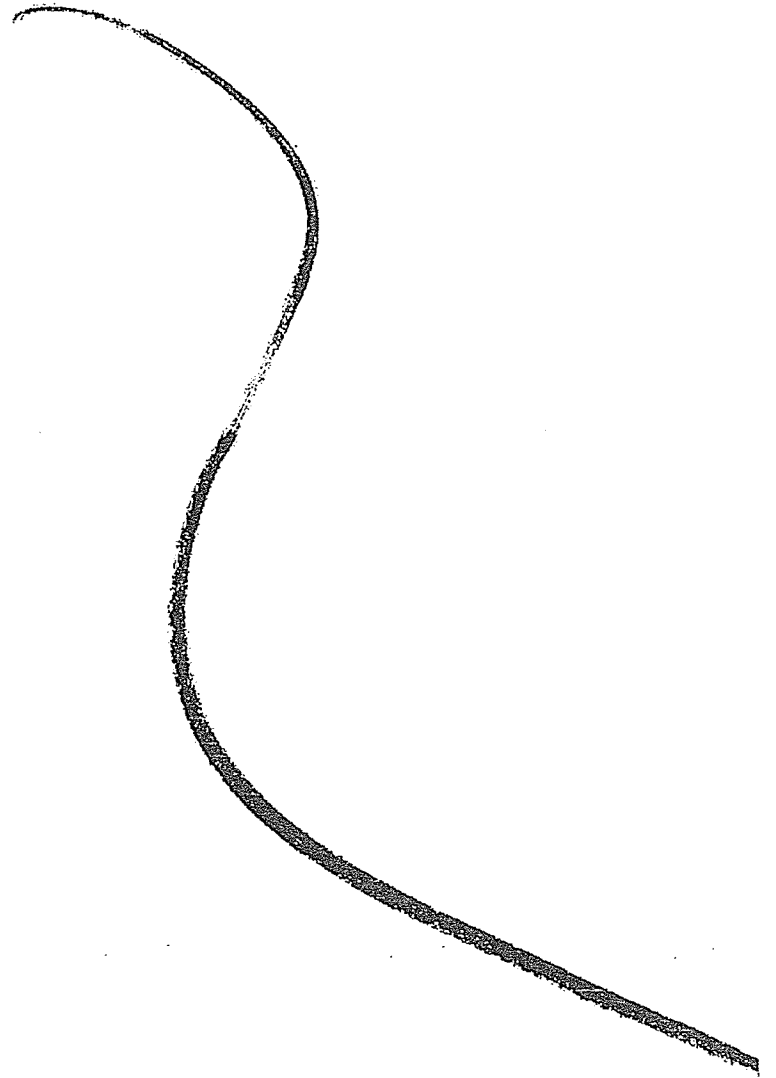
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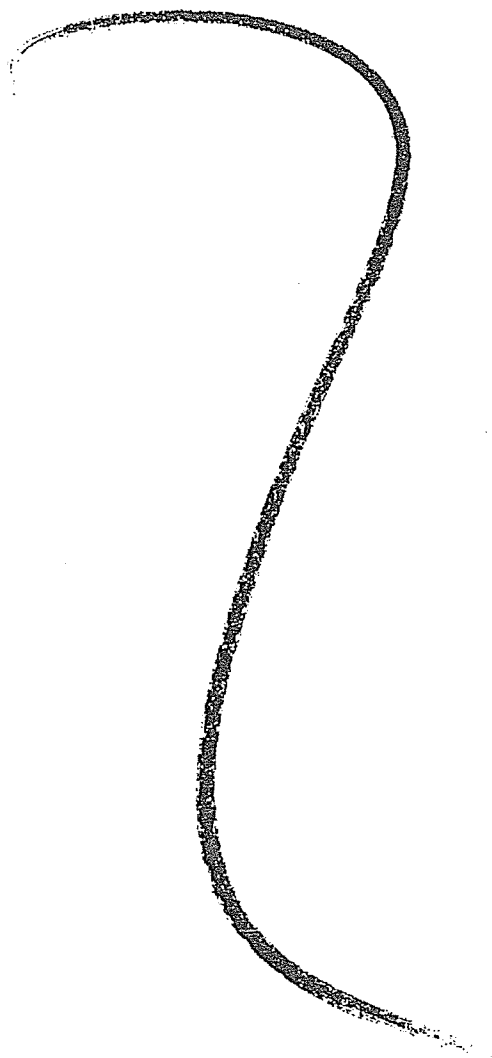
KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.

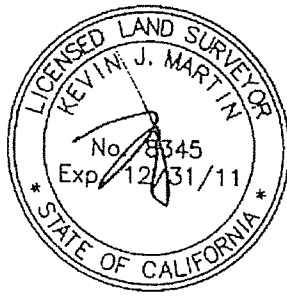
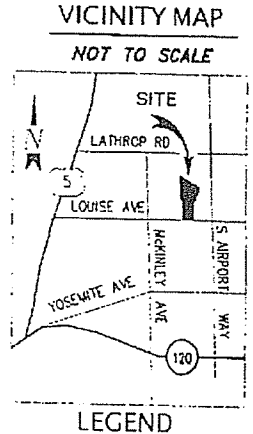
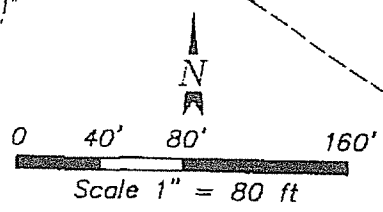
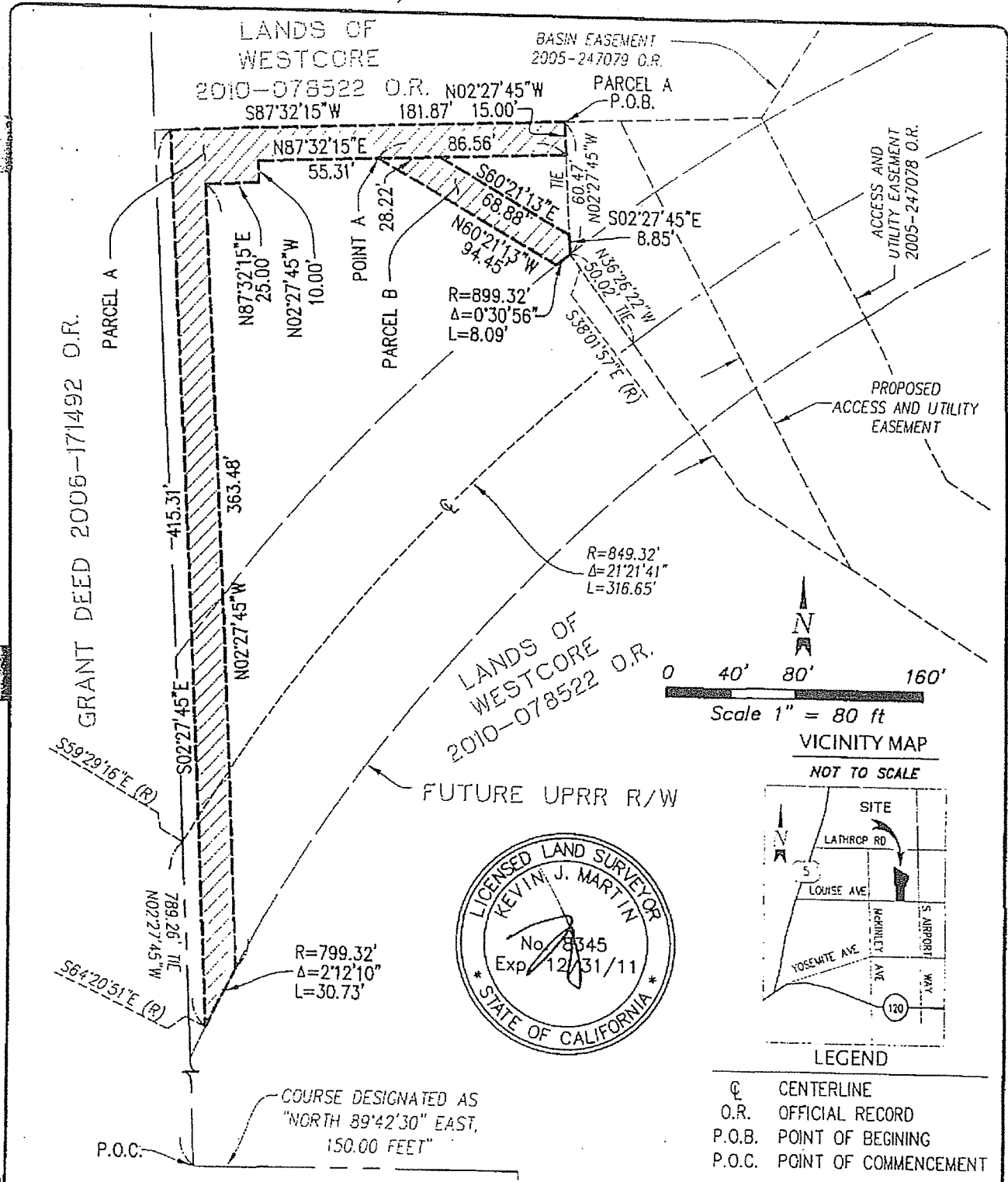


KEVIN J. MARTIN, L.S. 8345
LICENSE EXPIRATION DATE: 12-31-11

11/12/10
DATE







Z:\2010\A10536\survey\A10536 PLAT-EASEMENTS.dwg 11/10/2010 10:16:33 AM PST

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC. 1233 Quarry Lane, Suite 145 (925) 249-6555 Pleasanton, California 94566 Fax (925) 249-6563	EXHIBIT C PLAT TO ACCOMPANY LEGAL DESCRIPTION PUBLIC UTILITY EASEMENT		SCALE 1" = 80'
			DATE NOVEMBER 2010
			BY KJM
			JOB NO. A10536
MANTECA, SAN JOAQUIN COUNTY, CALIFORNIA			SHEET 1 OF 1

25-188A

PARCEL MAP

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 21, T.1S., R.8E., MOUNT DIABLO BASE & MERIDIAN, SAN JOAQUIN COUNTY - CALIFORNIA, JANUARY 2011 - SCALE 1"=300'

SHEET 2 of 2

Schack & Company, Inc.
Civil Engineering • Building Design • Surveying



LEGEND

- INDICATES FOUND MONUMENT AS NOTED UNLESS NOTED OTHERWISE
- INDICATES SET 3/4" x 30" IRON PIPE TAGGED R.C.E. 32158.
- INDICATES FOUND ON THIS SURVEY UNLESS NOTED OTHERWISE
- INDICATES MEASURED FOUND MONUMENT
- INDICATES CALCULATED FROM RECORD INFORMATION
- INDICATES OFFICIAL RECORDS, BOOK AND PAGE, S.J.C.R.
- INDICATES RECORD OF SURVEY, BOOK AND PAGE, S.J.C.R.
- INDICATES PARCEL MAP, VOLUME AND PAGE, S.J.C.R.
- INDICATES INSTRUMENT NUMBER, S.J.C.R.
- INDICATES SAN JOAQUIN COUNTY SURVEYOR'S RECORDS
- INDICATES BOOK "A" OF DEEDS, VOLUME AND PAGE, S.J.C.R.
- INDICATES FIELD BOOK, BOOK AND PAGE, SAN JOAQUIN COUNTY SURVEYOR'S RECORDS
- INDICATES WITNESS CORNER
- INDICATES CHAINS
- INDICATES SAN JOAQUIN COUNTY RECORDS
- INDICATES DOCUMENT NUMBER, S.J.C.R.

NOTES

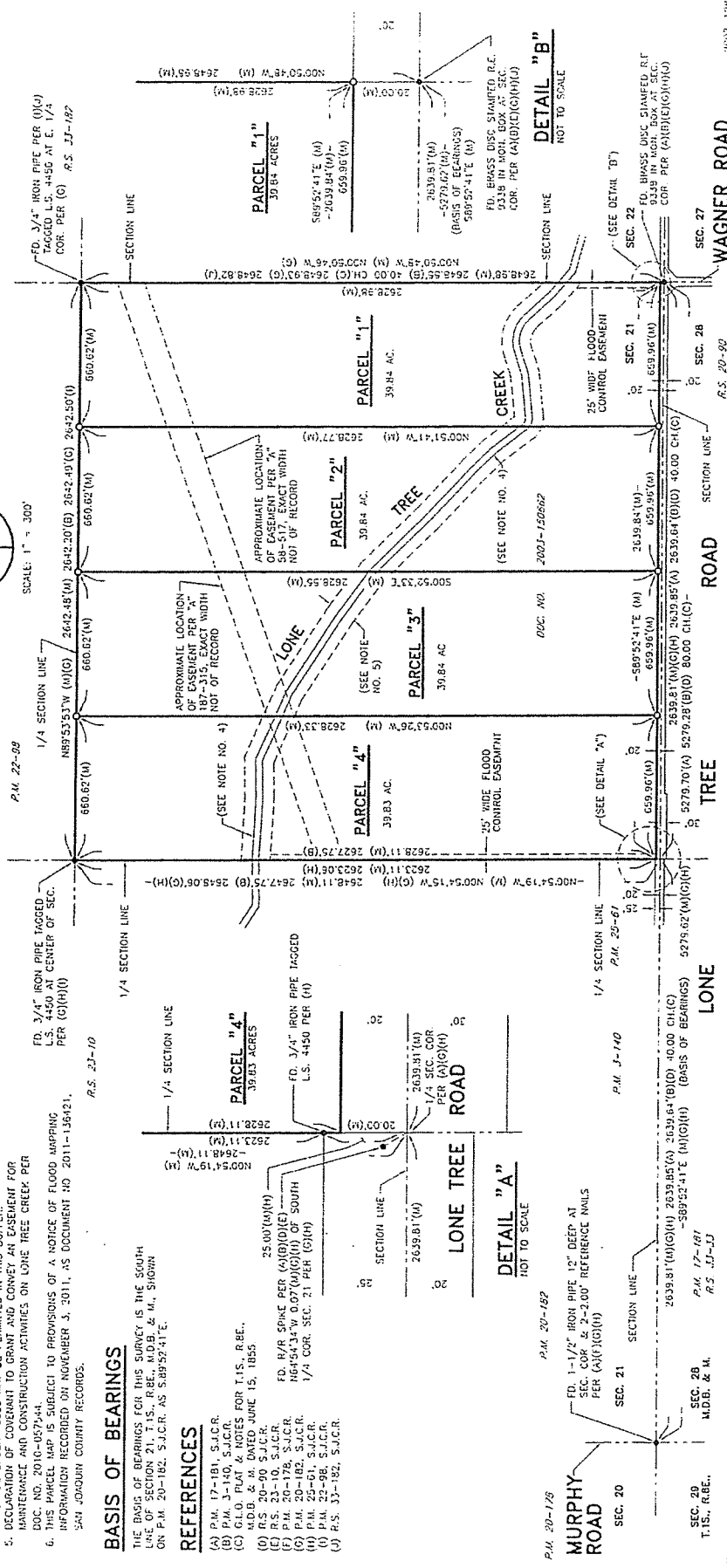
1. REFER TO MINOR SUBDIVISION APPLICATION NO. PA-08-324.
2. THE PRELIMINARY TITLE REPORT PREPARED BY CHICAGO TITLE COMPANY ORDER NO. 06-53208765-C-TD, DATED JUNE 4, 2010, WAS USED IN THE PREPARATION OF THIS PARCEL MAP.
3. ALL PERSONS PURSUING PARCELS WITHIN THE BOUNDARIES OF THIS APPROVED MAP SHOULD BE PREPARED TO ACCEPT THE INCONVENIENCES OR DISCOMFORTS ASSOCIATED WITH AGRICULTURAL OPERATIONS OR ACTIVITIES, SUCH AS NOISE, DODS, INSECTS, DUST OR FUMES. SAN JOAQUIN COUNTY HAS DETERMINED THAT SUCH INCONVENIENCES OR DISCOMFORTS SHALL NOT BE CONSIDERED TO BE A PURSUANCE.
4. PURSUANT TO SECTION 9-1510.5 OF THE SAN JOAQUIN COUNTY DEVELOPMENT TITLE, THE FOLLOWING AREA IS DESIGNATED AS A NATURAL OPEN SPACE FOR RIPARIAN HABITAT AND WATERWAY PROTECTION. NO DEVELOPMENT OTHER THAN WATER DEPENDENT USES SHALL BE PERMITTED IN THIS SPACE. PARALLEL TO THE LONE TREE CREEK, A NATURAL OPEN SPACE AREA FOR RIPARIAN HABITAT AND WATERWAY PROTECTION SHALL BE MAINTAINED TO PROVIDE NESTING AND FORAGING HABITAT AND THE PROTECTION OF WATERWAY QUALITY. THE MINIMUM WIDTH OF SHAD OPEN SPACE SHALL BE ONE-HUNDRED (100) FEET, MEASURED FROM THE NEAR HIGH WATER LEVEL OF THE NATURAL BANK OR FIFTY (50) FEET BACK FROM THE EXISTING RIPARIAN HABITAT, WHICHEVER IS GREATER. WATER-DEPENDENT USES MAY BE PERMITTED IN THIS BUFFER ZONE.
5. MAINTENANCE AND CONSTRUCTION ACTIVITIES ON LONE TREE CREEK PER DOC. NO. 2010-052944.
6. THIS PARCEL MAP IS SUBJECT TO PROVISIONS OF A NOTICE OF FLOOD MAPPING INFORMATION RECORDED ON NOVEMBER 3, 2011, AS DOCUMENT NO. 2011-158421, SAN JOAQUIN COUNTY RECORDS.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE SOUTH QUARTER OF SECTION 21, T.1S., R.8E., M.D.B. & M., SHOWN ON P.M. 20-182, S.J.C.R. AS S89°52'41"E.

REFERENCES

- (A) P.M. 17-181, S.J.C.R.
- (B) P.M. 3-140, S.J.C.R.
- (C) G.L.O. PLAT & NOTES FOR T.1S., R.8E., M.D.B. & M., SHOWN ON P.M. 20-182, S.J.C.R. AS S89°52'41"E.
- (D) P.L.S. 28-409, S.J.C.R.
- (E) P.L.S. 23-10, S.J.C.R.
- (F) P.M. 20-178, S.J.C.R.
- (G) P.M. 20-182, S.J.C.R.
- (H) P.M. 25-61, S.J.C.R.
- (I) P.M. 22-98, S.J.C.R.
- (J) P.L.S. 33-182, S.J.C.R.

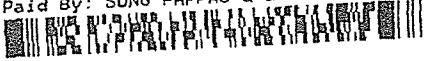


25-188A

4
RECORDING REQUESTED BY
FIDELITY NATIONAL TITLE

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Teel & Roeper, LLP
11455 El Camino Real, Suite 300
San Diego, CA 92130
Attention: Dean E. Roeper, Esq.

Doc #: 2010-170138
12/28/2010 08:18:23 AM
Page: 1 of 23 Fee: \$80.00
Kenneth W Blakemore
San Joaquin County Recorders
Paid By: SUNG PAPPAS & LAGMAN EXPRESS INC.


725) 83666-PP

(Above Space for Recorder's Use Only)

PRIVATE CROSSING AGREEMENT

Intersection of Oakland Subdivision and Fresno Subdivision
Location: San Joaquin County, California

PRIVATE CROSSING AGREEMENT

Intersection of Oakland Subdivision and Fresno Subdivision
Location: San Joaquin County, California

THIS AGREEMENT is made this 23 day of December, 2010, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at 1400 Douglas Street, STOP 1690, Omaha, Nebraska 68179 (hereinafter "Grantor"), and **WESTCORE LOUISE, LP**, a Delaware limited partnership, whose address is 4445 Eastgate Mall, Suite 210, San Diego, California 92121 (hereinafter "Grantee").

RECITALS:

In accordance with that certain Purchase Agreement dated as of ~~November~~ December, 2010 by and between Grantor and Grantee (the "Purchase Agreement"), Grantee is selling to Grantor, and Grantor is purchasing from Grantee, the real property in San Joaquin County, California, shown on the print attached as Exhibit A and legally described in Exhibit A-1 (the "Land").

Following the consummation of the purchase and sale of the Land, as provided for in the Purchase Agreement, Grantee shall continue to own the real property adjacent to the Land on both the north and south side of the Land, shown on the print attached as Exhibit A and legally described in Exhibit A-2 (the "North Parcel" and the "South Parcel", respectively, and collectively, "Grantee's Land").

The Land is currently vacant, but Grantor intends to construct railroad tracks on the Land. Grantee's Land is currently improved. A detention pond and ancillary equipment are located on the North Parcel.

It is a condition precedent to the closing of the transaction contemplated by the Purchase Agreement, that Grantor and Grantee enter into this Private Crossing Agreement, in order to provide to Grantee a private right to cross the Land in the location shown on the print attached as Exhibit A and legally described in Exhibit A-3 (the "Crossing Area").

Grantor is willing to grant Grantee the right to use the Crossing Area to cross the Land, subject to the terms set forth below.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I. GRANTOR GRANTS RIGHT.

Grantor grants Grantee the perpetual right (a) to use the Crossing Area to cross the Land, subject to the terms set forth herein and in Exhibit B, attached hereto and hereby made a part hereof, for the sole purpose of accessing and maintaining the detention ponds and ancillary equipment on the North Parcel, and (b) to enter upon the Land on each side of the Crossing, to control and remove weeds and vegetation which may obstruct the view to any trains that may be approaching the Crossing Area.

ARTICLE II. CONSIDERATION.

In consideration of the permission granted herein, Grantee agrees to observe and abide by the terms and conditions of this Agreement.

ARTICLE III. USE RESTRICTION. From and after the date hereof, Grantee shall use the North Parcel solely for detention ponds and ancillary equipment; provided, however, that Grantee may use the North Parcel for additional or different uses with the advance written consent of Grantor. In this regard, it is understood that (a) Grantor will use the Land to operate a railroad, (b) it is Grantor's desire and intent that the Crossing Area be used for a minimal number of crossings and (c) it shall be deemed to be reasonable for Grantor to object to any additional or different use if such additional or different use would materially increase the number of crossings over those that would normally be required for detention ponds.

ARTICLE IV. WORK TO BE PERFORMED BY GRANTOR.

Until such time as Grantor elects to proceed with its track construction, Grantor shall have no obligation to construct any improvements in the Crossing Area. At such time as Grantor elects to proceed with its track construction, Grantor shall construct its tracks, the crossing over the tracks, between the track tie ends, and any drainage facilities required by Grantor (the "Crossing"). During the period of Grantor's construction, Grantor shall provide to Grantee reasonable alternative access from the South Parcel to the North Parcel over a portion of the Land in the vicinity of the Crossing Area. In addition, Grantor may elect to construct a security fence along the boundary between the South Parcel and the Land, a security fence along the boundary between the North Parcel and the Land, a security gate on the south side of the Crossing, and/or a security gate on the north side of the Crossing. If Grantor elects to construct a security fence along the boundary between the South Parcel and the Land or along the boundary between the North Parcel and the Land, Grantee shall have reasonable approval rights over the aesthetic appearance of either such fence.

ARTICLE V. WORK TO BE PERFORMED BY GRANTEE.

Following completion of Grantor's track construction, Grantee, at its sole cost and expense, shall construct the approaches to the Crossing. Grantee shall install no other improvements in or adjacent to the Crossing Area without the prior written consent of Grantor, which may be withheld in Grantor's sole discretion.

ARTICLE VI. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.

A. Beginning with any work to be completed by Grantee in the Crossing Area or the approaches to the Crossing after Grantor's initial installation of the Crossing is completed, Grantee or its contractor agrees to notify the Railroad Representative at least five (5) business days in advance of commencing any work in the Crossing Area and at least five (5) business days in advance of proposed performance of any work in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Grantor's track(s) at any time, for any reason, unless and until a Grantor flagman is provided to watch for trains. Upon receipt of such five (5)-day notice, Grantor's Representative will determine and inform Grantee or its contractor whether a flagman need be present and whether Grantee or its contractor needs to implement any special protective or safety measures. If Grantor performs any flagging, or other special protective or safety measures are performed by Grantor, Grantee or its contractor agrees that it is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

B. The cost and expense of any flagman shall be borne by Grantor, so long as the flagman is required in connection with Grantee's performance of its obligations under Article V. If any flagman is required for any other reason attributable to Grantee's work in or the use of the Crossing Area or the Crossing by Grantee or its agents, employees or invitees, the cost and expense of any flagman shall be borne by Grantee. In such event, the rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the reasonable and actual cost of such labor, a reasonable composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. One and one-half times the current hourly rate shall be paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between the Grantor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Grantee or its contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

C. Arrangements for flagging are to be made with Grantor's Manager of Track Maintenance. His name and phone number are as shown:

(insert name and number for MTM)

ARTICLE VII. INSURANCE.

A. Before commencing any work on any portion of the Grantor's property, Grantee shall obtain the insurance coverage described in Exhibit C, attached hereto and hereby made a part hereof and to provide to the Grantor, the insurance policies, certificates, binders and endorsements described therein.

B. All insurance correspondence shall be directed to:

Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, Mail Stop 1690
Omaha, Nebraska 68179
Attn.: Folder No. 2648-84

ARTICLE VIII. INTENTIONALLY OMITTED.

ARTICLE IX. MISCELLANEOUS.

A. Attorneys' Fees. Should any party employ an attorney for the purpose of enforcing this Agreement, or any document or instrument executed pursuant to this Agreement, in any legal proceeding whatsoever, the prevailing party shall be entitled to receive from the other party or parties reimbursement for all reasonable attorneys' fees and costs. "Prevailing Party" means the party determined by the court to be the prevailing party.

B. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

C. California Law and Venue. This Agreement is made and entered into in the County of San Joaquin in the State of California, and shall be interpreted, construed and enforced in accordance with the laws of the State of California, with reference to conflicts of laws rules. The parties hereto consent to the jurisdiction of any local, state or federal court located within the County of San Joaquin, State of California.

D. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Executed copies of this Agreement may be delivered by facsimile, with originals to follow.

E. Entire Agreement. This Agreement including the Exhibits hereto contains the entire understanding between the parties concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the parties relating to the subject matter of this Agreement, which are not fully expressed herein.

F. Severability. If any provision or portion of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way; provided, however, that there shall be deemed to be made in any such invalid or unenforceable provision or portion thereof only such changes as are necessary to make it valid and enforceable.

G. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and sent by United States mail, a reputable overnight delivery service, registered or certified mail, postage prepaid, return receipt requested, and addressed as set forth in the preamble of this Agreement, and shall be deemed to have been given upon the date of delivery (or refusal to accept delivery).

H. Modification; No Waiver. No modification, amendment or discharge of this Agreement shall be valid unless the same is in writing and executed by the parties. No failure of a party to enforce its rights, remedies, or options hereunder shall be deemed to be a waiver of any of its rights, remedies or options hereunder or at law, and the parties may at any time that a breach of any term covenant or condition of this Agreement exists or continues to exist, enforce any or all of its rights, remedies and options arising by reason of such or any other default.

I. Captions. The section headings and captions shall in no way define, limit, extend or interpret the scope of this Agreement or any particular section hereof.

J. Exhibits. All exhibits referred to herein are attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

WESTCORE LOUISE, LP,
a Delaware limited partnership

By: WP Louise, Inc.,
a Delaware corporation,
its General Partner

By: _____
Name: _____
Title: _____

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

By: *Tony K. Love*
Name: TONY K. LOVE
Title: ~~Director - Contracts~~
Assistant Vice President - Real Estate

NEBRASKA


STATE OF ~~CALIFORNIA~~)
) ss.
COUNTY OF Douglas)

On December 17, 2013 before me, Lisa L. Burnside, personally appeared Tony K. Love, 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~~ Nebraska that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature [Handwritten Signature]

(Seal) 

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me, _____, 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

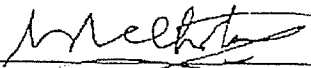
WITNESS my hand and official seal.

Signature _____

(Seal)

WESTCORE LOUISE, LP,
a Delaware limited partnership

By: WP Louise, Inc.,
a Delaware corporation,
its General Partner

By: 
Name: Manish Malhotra
Title: Vice President

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

By: _____
Name: _____
Title: Director – Contracts

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On DECEMBER 21, 2010 before me, MARCELLE SAMAKOSKY, ^{NOTARY PUBLIC}, personally appeared MANISH MALHOTRA, 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 Marcelle Samakosky



STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

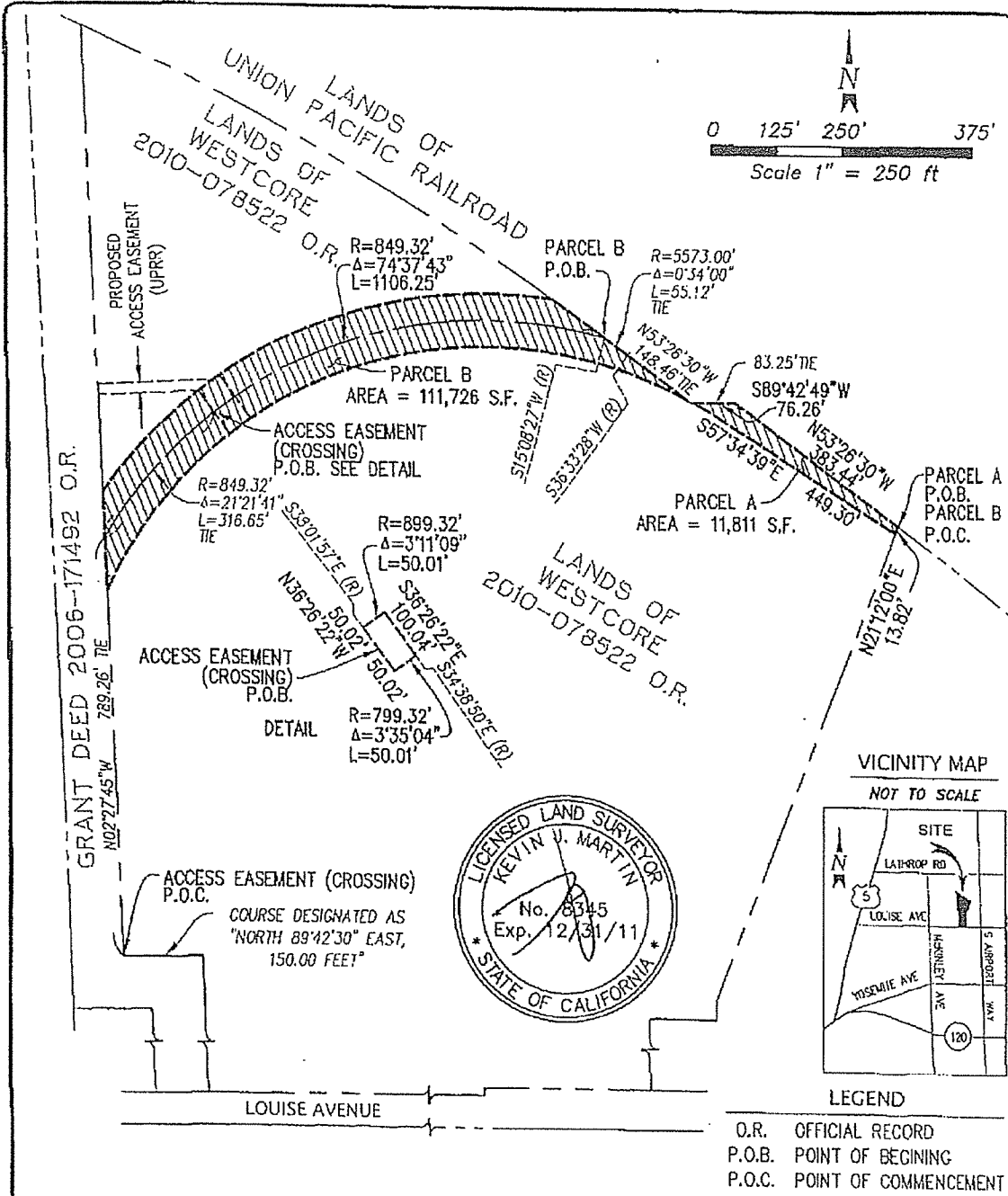
On _____ before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their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

Signature _____

(Seal)



Z:\2010\A10536-6\survey\A10536-6 PLAT-UPRR CROSSING.dwg 12/2/2010 6:38:08 AM PST

KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
1233 Quarry Lane, Suite 145 (925) 249-6555
Pleasanton, California 94566 Fax (925) 249-6583

EXHIBIT A
PLAT TO ACCOMPANY LEGAL DESCRIPTION
PRIVATE CROSSING OF UPRR
ACQUISITION PARCELS
MANTECA, SAN JOAQUIN COUNTY, CALIFORNIA

SCALE	1" = 250'
DATE	NOVEMBER 2010
BY	KJM
JOB NO.	A10536-6
SHEET	1 OF 1

**EXHIBIT A-1
LEGAL DESCRIPTION
UPRR ACQUISITION PARCELS**

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF MANTECA, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

BEING PORTIONS OF THAT PROPERTY DESCRIBED IN THAT CERTAIN GRAND DEED RECORDED JUNE 15, 2010 AS INSTRUMENT NO. 2010-078522, SAN JOAQUIN COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT OF WAY, SAID POINT BEING THE MOST EASTERLY CORNER OF SAID PARCEL (2010-078522);

THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL THE FOLLOWING TWO (2) COURSES:

NORTH 53° 26' 30" WEST, A DISTANCE OF 383.44 FEET;

SOUTH 89° 42' 49" WEST, A DISTANCE OF 76.26 FEET;

THENCE LEAVING SAID NORTHEASTERLY LINE, SOUTH 57° 34' 39" EAST, A DISTANCE OF 449.30 FEET TO A POINT ON THE EASTERLY LINE OF SAID PARCEL;

THENCE ALONG SAID EASTERLY LINE, NORTH 21° 12' 00" EAST, A DISTANCE OF 13.82 FEET TO THE POINT OF BEGINNING.

CONTAINING 11,811 SQUARE FEET (0.2711 AC), MORE OR LESS.

PARCEL B:

A STRIP OF LAND 100.00 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHWESTERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT OF WAY, SAID POINT BEING THE MOST EASTERLY CORNER OF SAID PARCEL (2010-078522);

THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL THE FOLLOWING FOUR (4) COURSES:

NORTH 53° 26' 30" WEST, A DISTANCE OF 383.44 FEET;

SOUTH 89° 42' 49" WEST, A DISTANCE OF 83.25 FEET;

NORTH 53° 26' 30" WEST, A DISTANCE OF 148.64 FEET;


ALONG THE ARC OF A 5573.00-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 36° 33' 28" WEST, THROUGH A CENTRAL ANGLE OF 0° 34' 00", AN ARC DISTANCE OF 55.12 FEET TO THE POINT OF BEGINNING;

THENCE LEAVING SAID LINE, ALONG THE ARC OF AN 849.32-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 15° 08' 27" WEST, THROUGH A CENTRAL ANGLE OF 74° 37' 43", AN ARC DISTANCE OF 1106.25 FEET TO A POINT OF TERMINATION ON THE WESTERLY LINE OF SAID PARCEL, SAID POINT BEARING NORTH 2° 27' 45" WEST, A DISTANCE OF 789.26 FEET FROM THE WESTERLY TERMINUS OF THAT CERTAIN COURSE DESIGNATED AS "NORTH 89° 42' 30" EAST, 150.00 FEET" IN THAT CERTAIN GRANT DEED TO THE SOUTH SAN JOAQUIN IRRIGATION DISTRICT RECORDED ON AUGUST 10, 2006 AS INSTRUMENT NO. 2006-171492, SAN JOAQUIN COUNTY RECORDS.

THE SIDELINES OF SAID STRIP SHALL BE LENGTHENED OR SHORTENED SO AS TO COMMENCE IN THE NORTHEASTERLY LINE AND TERMINATE IN THE WESTERLY LINE OF SAID PARCEL.

CONTAINING 111,726 SQUARE FEET (2.5649 AC), MORE OR LESS.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



KEVIN J. MARTIN, L.S. 8345
LICENSE EXPIRATION DATE: 12-31-11

12/2/10
DATE



**EXHIBIT A-2
LEGAL DESCRIPTION
WESTCORE REMAINDER PARCEL**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MANTECA, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN REAL PROPERTY SITUATED IN SECTION 25, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SECTION CORNER COMMON TO SECTION 25 AND 35, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN; THENCE SOUTH 89 42' 30" WEST, 2400.30 FEET ALONG THE SECTION LINE COMMON TO SECTION 25 AND 36, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 2, 27' 45" WEST, 1500.00 FEET; THENCE SOUTH 89 42' 30" WEST, 150.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE WESTERN PACIFIC RAILROAD COMPANY; THENCE NORTH 2 27' 45" WEST, 1150.80 FEET ALONG SAID RAILROAD RIGHT OF WAY LINE; THENCE NORTH 89 42' 30" EAST, 100.00 FEET; THENCE NORTH 2 27' 45" WEST, 759.99 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE SOUTHERN PACIFIC COMPANY RAILROAD; THENCE SOUTHEASTERLY ALONG SAID RAILROAD RIGHT OF WAY LINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 5625.00 FEET AND A LONG CHORD WHICH BEARS SOUTH 6946' 15" EAST, 1240.32 FEET; THENCE CONTINUING ALONG THE SAID RAILROAD RIGHT OF WAY LINE, SOUTH 53 26' 30" EAST, 598.63 FEET TO A 1-1/4 INCH IRON PIPE; THENCE SOUTH 21 12' WEST, 959.66 FEET TO A COPPER WELD SURVEY MARKER; THENCE SOUTH 0 21' 30" EAST, 36.88 FEET TO A COPPERWELD SURVEY MARKER; THENCE NORTH 89 43' WEST, 125.10 FEET TO A COPPERWELD SURVEY MARKER; THENCE SOUTH 0 15' EAST, 1480.95 FEET TO A 3/4 INCH IRON PIPE AT THE INTERSECTION WITH THE SECTION LINE COMMON TO SECTIONS 25 AND 36, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN; THENCE SOUTH 89 42' 30" WEST, 890.67 FEET ALONG SAID SECTION LINE TO THE POINT OF BEGINNING.

EXCEPT THEREFROM: ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 25 AND ON THE CENTER LINE OF LOUISE AVENUE WHICH BEARS SOUTH 89 42' 30" WEST, 1509.63 FEET FROM THE CORNER COMMON TO SECTIONS 25 AND 36, TOWNSHIP 1 SOUTH, RANGE SIX EAST AND SECTION 30 AND 31, TOWNSHIP 1 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN; THENCE NORTH 0 15' WEST, 30 FEET TO A 3/4 INCH IRON PIPE; THENCE SOUTH 89 42' 30" WEST, 890.67 FEET TO A 4" X 4" CONCRETE MONUMENT AND TO THE EASTERLY RIGHT OF WAY LINE OF THE WESTERN PACIFIC RAILROAD COMPANY; THENCE SOUTH 2 27' 45" EAST, 30 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID SECTION 25 AND THE CENTER LINE OF LOUISE AVENUE; THENCE ALONG SAID SOUTH LINE, NORTH 89 42' 30" EAST, 890.67 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT THEREFROM: ANY PORTION LYING WITHIN THE 200 FOOT CONGRESSIONAL GRANT OF THE SOUTHERN PACIFIC RAILROAD COMPANY, LYING ALONG THE NORTHERLY SIDE OF SAID PARCEL.

ALSO EXCEPT THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF SAN JOAQUIN BY DEED RECORDED OCTOBER 21, 1991, AS DOCUMENT NO. 91103582, SAN JOAQUIN COUNTY RECORDS.

ALSO EXCEPT THEREFROM: THAT PORTION THEREOF CONVEYED IN THE DEED TO CITY OF MANTECA, RECORDED OCTOBER 3, 2005, SERIES NO. 2005-247075 AND AS REVISED AND RERECORDED DECEMBER 1, 2005, SERIES NO. 2005-300324, SAN JOAQUIN COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO SOUTH SAN JOAQUIN IRRIGATION DISTRICT BY DEED RECORDED AUGUST 10, 2006, AS DOCUMENT NO. 2006-171492, SAN JOAQUIN COUNTY RECORDS.

ALSO EXCEPTING THEREFROM ALL THAT CERTAIN REAL PROPERTY DESCRIBED AS FOLLOWS:

PARCEL A:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT OF WAY, SAID POINT BEING THE MOST EASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE GRAND DEED RECORDED JUNE 15, 2010 AS INSTRUMENT NO. 2010-078522, SAN JOAQUIN COUNTY RECORDS;

THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL THE FOLLOWING TWO (2) COURSES:

NORTH 53° 26' 30" WEST, A DISTANCE OF 383.44 FEET;

SOUTH 89° 42' 49" WEST, A DISTANCE OF 76.26 FEET;

THENCE LEAVING SAID NORTHEASTERLY LINE, SOUTH 57° 34' 39" EAST, A DISTANCE OF 449.30 FEET TO A POINT ON THE EASTERLY LINE OF SAID PARCEL;

THENCE ALONG SAID EASTERLY LINE, NORTH 21° 12' 00" EAST, A DISTANCE OF 13.82 FEET TO THE POINT OF BEGINNING.

PARCEL B:

A STRIP OF LAND 100.00 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHWESTERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT OF WAY, SAID POINT BEING THE MOST EASTERLY CORNER OF SAID PARCEL (2010-078522);

THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL THE FOLLOWING FOUR (4) COURSES:

NORTH 53° 26' 30" WEST, A DISTANCE OF 383.44 FEET;

SOUTH 89° 42' 49" WEST, A DISTANCE OF 83.25 FEET;

NORTH 53° 26' 30" WEST, A DISTANCE OF 148.64 FEET;

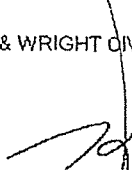
ALONG THE ARC OF A 5573.00-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 36° 33' 28" WEST, THROUGH A CENTRAL ANGLE OF 0° 34' 00", AN ARC DISTANCE OF 55.12 FEET TO THE POINT OF BEGINNING;

THENCE LEAVING SAID LINE, ALONG THE ARC OF AN 849.32-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 15° 08' 27" WEST, THROUGH A CENTRAL ANGLE OF 74° 37' 43", AN ARC DISTANCE OF 1106.25 FEET TO A POINT OF

TERMINATION ON THE WESTERLY LINE OF SAID PARCEL, SAID POINT BEARING NORTH 2° 27' 45" WEST, A DISTANCE OF 789.26 FEET FROM THE WESTERLY TERMINUS OF THAT CERTAIN COURSE DESIGNATED AS 'NORTH 89° 42' 30" EAST, 150.00 FEET' IN THAT CERTAIN GRANT DEED TO THE SOUTH SAN JOAQUIN IRRIGATION DISTRICT RECORDED ON AUGUST 10, 2006 AS INSTRUMENT NO. 2006-171492, SAN JOAQUIN COUNTY RECORDS.

THE SIDELINES OF SAID STRIP SHALL BE LENGTHENED OR SHORTENED SO AS TO COMMENCE IN THE NORTHEASTERLY LINE AND TERMINATE IN THE WESTERLY LINE OF SAID PARCEL.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



KEVIN J. MARTIN, L.S. 8345
LICENSE EXPIRATION DATE: 12-31-11

12/2/10
DATE



EXHIBIT A-3
LEGAL DESCRIPTION
ACCESS EASEMENT
(CROSSING)

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF MANTECA, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT PROPERTY DESCRIBED IN THAT CERTAIN GRAND DEED RECORDED JUNE 15, 2010 AS INSTRUMENT NO. 2010-078522, SAN JOAQUIN COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WESTERLY LINE OF SAID PARCEL, SAID POINT BEARING NORTH 2° 27' 45" WEST, A DISTANCE OF 789.26 FEET FROM THE WESTERLY TERMINUS OF THAT CERTAIN COURSE DESIGNATED AS 'NORTH 89° 42' 30" EAST, 150.00 FEET' IN THAT CERTAIN GRANT DEED TO THE SOUTH SAN JOAQUIN IRRIGATION DISTRICT RECORDED ON AUGUST 10, 2006 AS INSTRUMENT NO. 2006-171492, SAN JOAQUIN COUNTY RECORDS.

THENCE ALONG THE ARC OF AN 849.32-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 59° 29' 16" EAST, THROUGH A CENTRAL ANGLE OF 21° 21' 41", AN ARC DISTANCE OF 316.65 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 36° 26' 22" WEST, A DISTANCE OF 50.02 FEET;

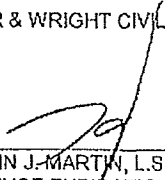
THENCE ALONG THE ARC OF AN 899.32-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 38° 01' 57" EAST, THROUGH A CENTRAL ANGLE OF 3° 11' 09", AN ARC DISTANCE OF 50.01 FEET;

THENCE SOUTH 36° 26' 22" EAST, A DISTANCE OF 100.04 FEET;

THENCE ALONG THE ARC OF A 799.32-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 34° 38' 50" EAST, THROUGH A CENTRAL ANGLE OF 3° 35' 05", AN ARC DISTANCE OF 50.01 FEET;

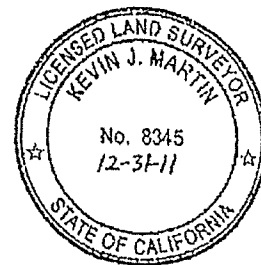
THENCE NORTH 36° 26' 22" WEST, A DISTANCE OF 50.02 FEET TO THE POINT OF BEGINNING.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



KEVIN J. MARTIN, L.S. 8345
LICENSE EXPIRATION DATE: 12-31-11

12/2/10
DATE



STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me, _____, 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.

Signature _____ (Seal)

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me, _____, 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.

Signature _____ (Seal)

EXHIBIT B

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

(a) The rights granted to Grantee are subject and subordinate to the prior and continuing right and obligation of Grantor to use and maintain the Land for its railroad right of way, and are also subject to the continuing right and power of Grantor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics or other wire lines, pipelines and other facilities upon, along or across any or all parts of said right of way, any of which may be freely done at any time by Grantor without liability to Grantee or to any other party for compensation or damages, provided such grants do not unreasonably interfere with the rights granted to Grantee hereunder.

(b) Grantee's rights are granted without covenant of title by Grantor, it being understood that Grantor acquired the Land from Grantee immediately prior to making the grant provided for herein.

(c) It is expressly stipulated that the Crossing is to be a strictly private one and is not intended for public use. Grantee, without expense to Grantor, will take any and all necessary action to preserve the private character of the Crossing and prevent its use as a public road.

Section 2. MAINTENANCE AND USE.

(a) Grantor, at its sole expense, shall maintain the portion of the Crossing lying between the rails of the tracks and for one (1) foot on the outside of each rail; provided, however, that such maintenance work shall be limited to that required for the safe and efficient operation of its tracks, and such other maintenance as the Grantor has agreed to perform on specific request of the Grantee. Grantor, at its sole expense, shall also maintain the fences along the northern and southern boundaries of the Land (if any), and the security gate along the north side of the Crossing.

(b) Grantee, at its sole expense, shall maintain the portion of the Crossing not the responsibility of Grantor pursuant to Section 2(a) above, the security gate on the south side of the Crossing, and any improvements in the Crossing Area installed by Grantee. Grantee, at its sole expense, shall keep the rail flangeways clear of obstructions, and shall install and thereafter maintain any signals or other improvements that may subsequently be required by law, or by any public authority having jurisdiction. Grantee shall control vegetation in the Crossing so that Grantee's line of sight to approaching trains is not impaired or obstructed by vegetation.

(c) Grantee shall require all vehicles approaching the crossing to stop a safe distance from the tracks before crossing the tracks. Grantee shall keep any gate affording access to the Crossing closed and locked at all times except during the time of actual passage through it onto or from the Crossing. Grantee shall not do, suffer or permit anything which will or may obstruct, endanger or interfere with, hinder or delay the maintenance and operation of Grantor's railroad tracks or appurtenant facilities or the facilities or equipment of others lawfully using Grantor's property. Grantee shall adequately supervise and police use of said Crossing so that no person, vehicle or livestock stops or stands on Grantor's tracks or attempts to cross Grantor's railroad tracks when a railroad train, engine, equipment, or car is approaching or occupying the Crossing.

Section 3. MODIFICATION OR RELOCATION OF CROSSING.

(a) Whenever Grantor deems it necessary or desirable in the furtherance of its railroad operating requirements or for the improvement and use of its property to modify or relocate the Crossing:

- (1) Grantor shall, at the sole expense of Grantor, modify or move the portion of the Crossing lying between the rails of the tracks and for one (1) foot on the outside of each rail; and
- (2) Grantor shall, at Grantor's sole expense, modify or move the remaining portion of the Crossing and the appurtenances thereto to a location reasonably acceptable to Grantor either on the Land or the adjoining land of South San Joaquin Irrigation District ("SSJID"), provided, in the latter case, that Grantor provides confirmation to Grantee that Grantor has the right to convey such rights to Grantee.

(b) All the terms of this Agreement shall govern the continued maintenance and use of the Crossing as modified or relocated pursuant to this section.

Section 4. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

(a) In the future, fiber optic cable systems may be buried on Grantor's property. Grantee shall telephone Grantor at 1-800-336-9193 (a 24-hour number) to determine if fiber optic cable is buried anywhere on Grantor's premises to be used by Grantee. If it is, Grantee will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on Grantor's premises.

(b) In addition to the liability terms elsewhere in this Agreement, Grantee shall indemnify and hold Grantor harmless against and from all cost, liability, and expense whatsoever (including, without limitation, reasonable attorneys' fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of Grantee, its contractor, agents and/or employees, to the extent causing or contributing to (1) any damage to or destruction of any telecommunications system by Grantee, and/or its contractor, agents and/or employees, on Grantor's property, (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Grantor's property, and/or (3) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of, such telecommunication company(ies) (to the extent permitted by the agreement with the telecommunications company).

Section 5. INDEMNITY.

Grantee assumes the risk of and shall indemnify and hold harmless Grantor and other railroad companies which use the property of Grantor, their officers, agents and employees (the "Indemnitees"), against and from any and all loss, damages, claims, demands, actions, causes of action, costs, reasonable attorneys' fees, fines, penalties and expenses of whatsoever nature (hereinafter "Loss") which may result from: (1) injury to or death of persons whomsoever, (including officers, agents and employees of Grantor and of Grantee, as well as other persons); (2) loss of or damage to property whatsoever (including damage to property of or in the custody of Grantee and damage to the roadbed, tracks, equipment or other property of or in the custody of Grantor and such other railroad companies, as well as other property); or

(3) Grantee's failure to comply with any federal, state or local law, regulation, or enactment; when such Loss is due to or arises in connection with or as a result of:

- (a) any work done by Grantee on or in connection with the Crossing;
- (b) the use of said Crossing by Grantee, or the officers, agents, employees, patrons or invitees of Grantee, or by any other person;
- (c) the use of said Crossing by Grantee's successors or assigns or the officers, agents, employees, patrons or invitees of Grantee's successors or assigns; or
- (d) the breach of any covenant or obligation assumed by or imposed on Grantee pursuant to this Agreement, except, in each case, to the extent of any Loss caused by the gross negligence or willful misconduct of any Indemnitee.

Section 6. REMEDIES ON BREACH.

If Grantee defaults under any of the terms and conditions of this Agreement, Grantor shall have the right to (i) sue for damages and costs, (ii) exercise any rights of self-help available under applicable law to cure the default (and in connection therewith it is expressly understood that Grantor may enter upon the Land or Grantee's Land, as necessary, to cure the default, and no such entry shall be deemed a trespass or breach of the peace), (iii) petition for injunctive relief and specific performance (it being understood that a breach by Grantee may cause damages to Grantor which would be extremely difficult to quantify), or (iv) exercise any other right or remedy (other than termination) available at law or equity. If Grantor cures any default, all reasonable costs, expenses and other sums incurred or paid by Grantor shall be paid by Grantee to Grantor on demand, together with interest thereon at the rate of ten percent (10%) per annum. All of Grantor's rights and remedies shall be cumulative and none shall be exclusive, except to the extent mandated by applicable law.

Section 7. GRANT TO SSJID.

Grantor reserves the right to grant SSJID the right to cross the Crossing Area. If Grantor desires to grant such a crossing right to SSJID, Grantor shall so notify Grantee, and the parties shall reasonably cooperate to amend this Agreement to create a tri-party agreement or to enter into such supplementary agreements as shall be required in order to reasonably accommodate the crossing rights of both Grantee and SSJID.

Section 8. RUNS WITH THE LAND.

This Agreement shall run with the Land and Grantee's Land. Except with respect to the use restriction set forth in Section 3, this Agreement shall burden the Land (as the servient tenement) and shall benefit Grantee's Land (as the dominant tenement). With respect to the use restriction set forth in Section 3, this Agreement shall burden Grantee's Land (as the servient tenement) and shall benefit the Land (as the dominant tenement). Grantee may not assign this Agreement to any party except to a purchaser of fee simple title to Grantee's Land, provided, however, that during the time that there is a ground lease on all or part of Grantee's Land, such ground lessee shall have the right and obligation of the fee simple owner of the applicable land. If Grantee assigns this Agreement in violation of this Section, such assignment shall be voidable, at Grantor's option, and in any event Grantee will continue to be responsible for obligations and liabilities assumed herein.

Section 9. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 8 hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

EXHIBIT C

**Union Pacific Railroad
Contract Insurance Requirements**

Commercial/Industrial/Grantee's Grade Crossing and/or Encroachment

Grantee shall, at its sole cost and expense, procure and maintain during the life of this Agreement (except as otherwise provided in this Agreement) the following insurance coverage:

A. **Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance: Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$5,000,000 for each accident.

The policy must contain the following endorsements, which must be stated on the certificate of insurance: Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.

C. **Umbrella or Excess** insurance. If Grantee utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

ARTICLE X. Other Requirements

D. All policy(ies) required above (except worker's compensation and employers liability) must include Grantor as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Grantor as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26 and CA 20 48 provide coverage for Grantor's negligence whether sole or partial, active or passive, and shall not be limited by Grantee's liability under the indemnity provisions of this Agreement.

E. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all

F. Grantee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Grantor and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.

G. Prior to entering upon Grantor property, Grantee shall furnish Grantor with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.

H. All insurance policies must be written by a reputable insurance company acceptable to Grantor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

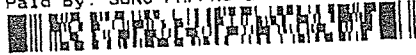
I. The fact that insurance is obtained by Grantee, or by Grantor on behalf of Grantee will not be deemed to release or diminish the liability of Grantee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Grantor from Grantee or any third party will not be limited by the amount of the required insurance coverage.

RECORDING REQUESTED BY
FIDELITY NATIONAL TITLE

Recording Requested by and
When Recorded Mail to:

Rodney S. Carroll
Senior Manager - Acquisitions
Union Pacific Railroad Company
1400 Douglas Street, STOP 1690
Omaha, Nebraska 68179-1690

Doc #: 2010-170139
12/28/2010 08:18:23 AM
Page: 1 of 10 Fee: \$41.00
Kenneth W Blakemore
San Joaquin County Recorders
Paid By: SUNG PAPPAS & LAGMAN EXPRESS INC.



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UP Folder 2648 - 31

Above Space for Recorder's Use Only

EASEMENT DEED

THIS EASEMENT DEED is made this 23RD day of December ____, 2010, by and between WESTCORE LOUISE, LP, a Delaware limited partnership ("Grantor"), and UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("Grantee"):

Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto Grantee, its successors and assigns, a NON-EXCLUSIVE PERPETUAL TWENTY-FOOT WIDE EASEMENT ("Easement") in, to, over, along, upon and across the property of Grantor situated in the City of Manteca, County of San Joaquin, described in the legal description marked Exhibit A (the "Easement Area"). The Easement and the Easement Area may be used for the construction, use and maintenance of a road and for no other purpose. The Easement burdens the property owned by Grantor described in Exhibit A-2. The Easement Area and Grantor's Land are shown on the print attached as Exhibit B.

Grantee, its successors and assigns, agree to maintain and repair the roadway at their expense, except for any repairs necessitated by Grantor's use of the Easement Area with such repairs to be performed by Grantor at its expense.

Grantor, for itself, its successors and assigns, covenants with Grantee, its successors and assigns, that Grantor has the full power and lawful authority to grant and convey the Easement. Grantor also covenants with Grantee that Grantor will warrant and defend Grantee's title to the Easement and the Easement Area against the claims of all persons.

Grantee shall have the right to assign its rights and obligations hereunder in whole or in part to South San Joaquin Irrigation District, and shall be released from its obligations hereunder to the extent of any such assignment.

EXHIBIT A

LEGAL DESCRIPTION OF EASEMENT AREA

EXHIBIT A - 1

EXHIBIT A
LEGAL DESCRIPTION
ACCESS EASEMENT
(UPRR)

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF MANTECA, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT PROPERTY DESCRIBED IN THAT CERTAIN GRAND DEED RECORDED JUNE 15, 2010 AS INSTRUMENT NO. 2010-078522, SAN JOAQUIN COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WESTERLY LINE OF SAID PARCEL, SAID POINT BEARING NORTH 2° 27' 45" WEST, A DISTANCE OF 789.26 FEET FROM THE WESTERLY TERMINUS OF THAT CERTAIN COURSE DESIGNATED AS 'NORTH 89° 42' 30" EAST, 150.00 FEET' IN THAT CERTAIN GRANT DEED TO THE SOUTH SAN JOAQUIN IRRIGATION DISTRICT RECORDED ON AUGUST 10, 2006 AS INSTRUMENT NO. 2006-171492, SAN JOAQUIN COUNTY RECORDS.

THENCE ALONG THE ARC OF AN 849.32-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 59° 29' 16" EAST, THROUGH A CENTRAL ANGLE OF 21° 21' 41", AN ARC DISTANCE OF 316.85 FEET;

THENCE NORTH 36° 26' 22" WEST, A DISTANCE OF 50.02 FEET TO THE POINT OF BEGINNING;


THENCE SOUTH 87° 32' 15" WEST, A DISTANCE OF 189.44 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL;

THENCE ALONG SAID WESTERLY LINE, NORTH 2° 27' 45" WEST, A DISTANCE OF 20.00 FEET;

THENCE LEAVING SAID WESTERLY LINE, NORTH 87° 32' 15" EAST, A DISTANCE OF 218.60 FEET;

THENCE ALONG THE ARC OF AN 899.32-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 35° 46' 46" EAST, THROUGH A CENTRAL ANGLE OF 2° 15' 11", AN ARC DISTANCE OF 35.36 FEET TO THE POINT OF BEGINNING.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



KEVIN J. MARTIN, L.S. 8345
LICENSE EXPIRATION DATE: 12-31-11

12/2/10
DATE

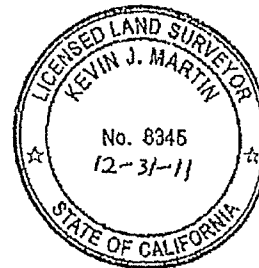


EXHIBIT A-2

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

EXHIBIT B - 1

EXHIBIT A-2
LEGAL DESCRIPTION
WESTCORE REMAINDER PARCEL

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MANTECA, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN REAL PROPERTY SITUATED IN SECTION 25, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SECTION CORNER COMMON TO SECTION 25 AND 36, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN; THENCE SOUTH 89 42' 30" WEST, 2400.30 FEET ALONG THE SECTION LINE COMMON TO SECTION 25 AND 36, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 2, 27' 45" WEST, 1500.00 FEET; THENCE SOUTH 89 42' 30" WEST, 150.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE WESTERN PACIFIC RAILROAD COMPANY; THENCE NORTH 2 27' 45" WEST, 1150.80 FEET ALONG SAID RAILROAD RIGHT OF WAY LINE; THENCE NORTH 89 42' 30" EAST, 100.00 FEET; THENCE NORTH 2 27' 45" WEST, 759.99 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE SOUTHERN PACIFIC COMPANY RAILROAD; THENCE SOUTHEASTERLY ALONG SAID RAILROAD RIGHT OF WAY LINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 5625.00 FEET AND A LONG CHORD WHICH BEARS SOUTH 59 46' 15" EAST, 1240.32 FEET; THENCE CONTINUING ALONG THE SAID RAILROAD RIGHT OF WAY LINE, SOUTH 53 26' 30" EAST, 598.63 FEET TO A 1-1/4 INCH IRON PIPE; THENCE SOUTH 21 12' WEST, 959.66 FEET TO A COPPER WELD SURVEY MARKER; THENCE SOUTH 0 21' 30" EAST, 36.88 FEET TO A COPPERWELD SURVEY MARKER; THENCE NORTH 89 43' WEST, 125.10 FEET TO A COPPERWELD SURVEY MARKER; THENCE SOUTH 0 15' EAST, 1490.95 FEET TO A 1/4 INCH IRON PIPE AT THE INTERSECTION WITH THE SECTION LINE COMMON TO SECTIONS 25 AND 36, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN; THENCE SOUTH 89 42' 30" WEST, 890.67 FEET ALONG SAID SECTION LINE TO THE POINT OF BEGINNING.

EXCEPT THEREFROM: ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 25 AND ON THE CENTER LINE OF LOUISE AVENUE WHICH BEARS SOUTH 89 42' 30" WEST, 1509.63 FEET FROM THE CORNER COMMON TO SECTIONS 25 AND 36, TOWNSHIP 1 SOUTH, RANGE SIX EAST AND SECTION 30 AND 31, TOWNSHIP 1 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN; THENCE NORTH 0 16' WEST, 30 FEET TO A 1/4 INCH IRON PIPE; THENCE SOUTH 89 42' 30" WEST, 890.67 FEET TO A 4" X 4" CONCRETE MONUMENT AND TO THE EASTERLY RIGHT OF WAY LINE OF THE WESTERN PACIFIC RAILROAD COMPANY; THENCE SOUTH 2 27' 45" EAST, 30 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID SECTION 25 AND THE CENTER LINE OF LOUISE AVENUE; THENCE ALONG SAID SOUTH LINE, NORTH 89 42' 30" EAST, 890.67 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT THEREFROM: ANY PORTION LYING WITHIN THE 200 FOOT CONGRESSIONAL GRANT OF THE SOUTHERN PACIFIC RAILROAD COMPANY, LYING ALONG THE NORTHERLY SIDE OF SAID PARCEL.

ALSO EXCEPT THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF SAN JOAQUIN BY DEED RECORDED OCTOBER 21, 1991, AS DOCUMENT NO. 91103582, SAN JOAQUIN COUNTY RECORDS.

ALSO EXCEPT THEREFROM: THAT PORTION THEREOF CONVEYED IN THE DEED TO CITY OF MANTECA, RECORDED OCTOBER 3, 2005, SERIES NO. 2005-247075 AND AS REVISED AND RERECORDED DECEMBER 1, 2005, SERIES NO. 2005-300324, SAN JOAQUIN COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO SOUTH SAN JOAQUIN IRRIGATION DISTRICT BY DEED RECORDED AUGUST 10, 2006, AS DOCUMENT NO. 2006-171492, SAN JOAQUIN COUNTY RECORDS.

ALSO EXCEPTING THEREFROM ALL THAT CERTAIN REAL PROPERTY DESCRIBED AS FOLLOWS:

PARCEL A:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT OF WAY, SAID POINT BEING THE MOST EASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE GRAND DEED RECORDED JUNE 15, 2010 AS INSTRUMENT NO. 2010-078522, SAN JOAQUIN COUNTY RECORDS;

THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL THE FOLLOWING TWO (2) COURSES:

NORTH 53° 28' 30" WEST, A DISTANCE OF 383.44 FEET;

SOUTH 89° 42' 49" WEST, A DISTANCE OF 76.26 FEET;

THENCE LEAVING SAID NORTHEASTERLY LINE, SOUTH 57° 34' 39" EAST, A DISTANCE OF 449.30 FEET TO A POINT ON THE EASTERLY LINE OF SAID PARCEL;

THENCE ALONG SAID EASTERLY LINE, NORTH 21° 12' 00" EAST, A DISTANCE OF 13.82 FEET TO THE POINT OF BEGINNING.

PARCEL B:

A STRIP OF LAND 100.00 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHWESTERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT OF WAY, SAID POINT BEING THE MOST EASTERLY CORNER OF SAID PARCEL (2010-078522);

THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL THE FOLLOWING FOUR (4) COURSES:

NORTH 53° 26' 30" WEST, A DISTANCE OF 383.44 FEET;

SOUTH 89° 42' 49" WEST, A DISTANCE OF 83.25 FEET;

NORTH 53° 26' 30" WEST, A DISTANCE OF 148.64 FEET;

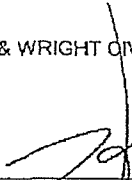
ALONG THE ARC OF A 5573.00-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 36° 33' 28" WEST, THROUGH A CENTRAL ANGLE OF 0° 34' 00", AN ARC DISTANCE OF 55.12 FEET TO THE POINT OF BEGINNING;

THENCE LEAVING SAID LINE; ALONG THE ARC OF AN 849.32-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 15° 08' 27" WEST, THROUGH A CENTRAL ANGLE OF 74° 37' 43", AN ARC DISTANCE OF 1106.25 FEET TO A POINT OF

TERMINATION ON THE WESTERLY LINE OF SAID PARCEL, SAID POINT BEARING NORTH 2° 27' 45" WEST, A DISTANCE OF 789.26 FEET FROM THE WESTERLY TERMINUS OF THAT CERTAIN COURSE DESIGNATED AS 'NORTH 89° 42' 30" EAST, 150.00 FEET' IN THAT CERTAIN GRANT DEED TO THE SOUTH SAN JOAQUIN IRRIGATION DISTRICT RECORDED ON AUGUST 10, 2006 AS INSTRUMENT NO. 2006-171492, SAN JOAQUIN COUNTY RECORDS.

THE SIDELINES OF SAID STRIP SHALL BE LENGTHENED OR SHORTENED SO AS TO COMMENCE IN THE NORTHEASTERLY LINE AND TERMINATE IN THE WESTERLY LINE OF SAID PARCEL.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



KEVIN J. MARTIN, L.S. 8345
LICENSE EXPIRATION DATE: 12-31-11

12/2/10
DATE



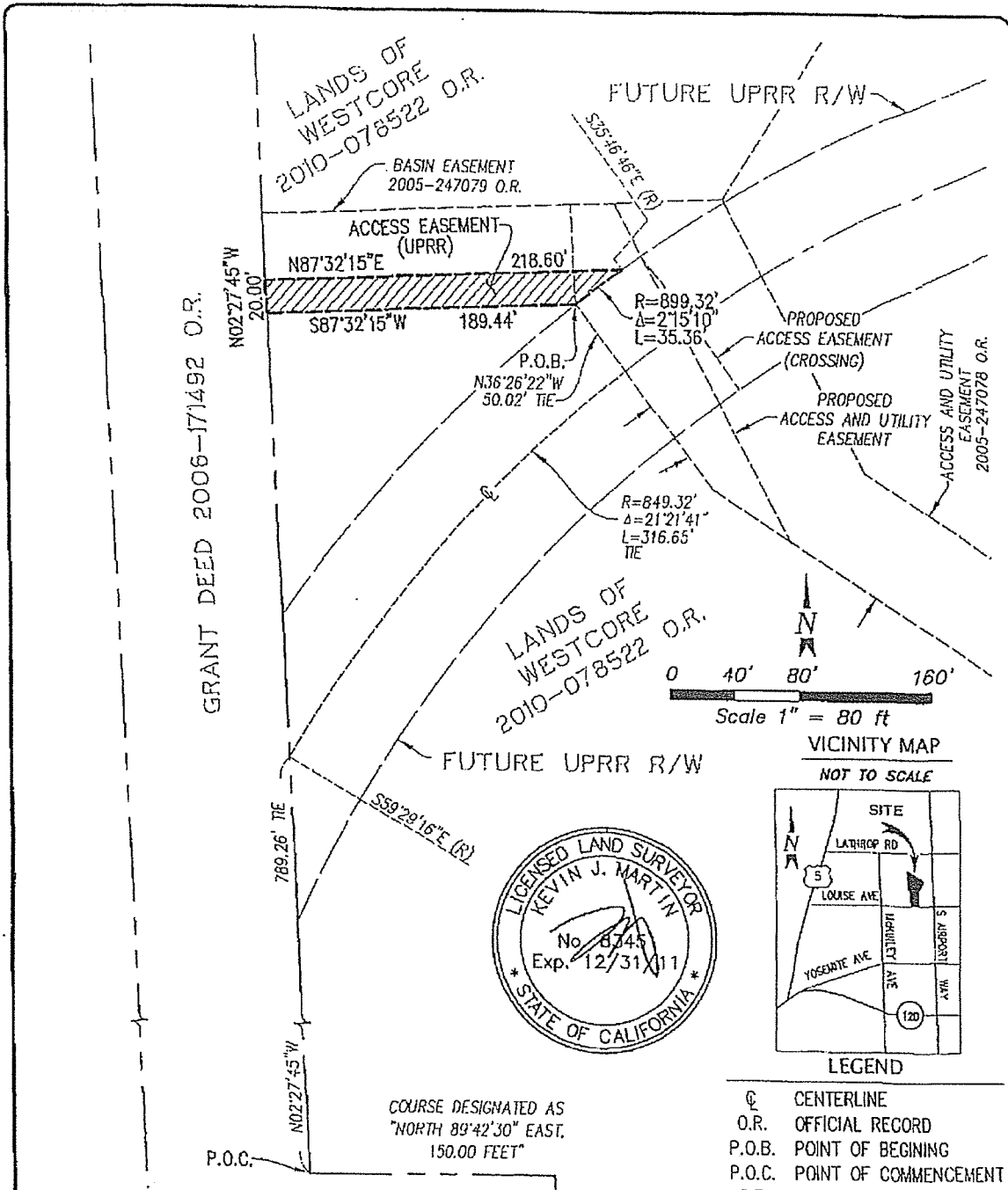
EXHIBIT B

PRINT

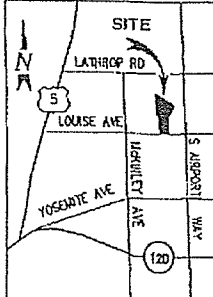
EXHIBIT B - 1

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VICINITY MAP
NOT TO SCALE



- LEGEND
- ⊕ CENTERLINE
 - O.R. OFFICIAL RECORD
 - P.O.B. POINT OF BEGINING
 - P.O.C. POINT OF COMMENCEMENT
 - S.F. SQUARE FEET

Z:\2010\A10536\survey\A10536 PLAT-EASEMENTS.dwg 11/10/2010 10:16:33 AM PST

 KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC. 1233 Quarry Lane, Suite 145 (925) 249-6555 Pleasanton, California 94566 Fax (925) 249-6563	EXHIBIT B		SCALE 1" = 80'
	PLAT TO ACCOMPANY LEGAL DESCRIPTION		DATE NOVEMBER 2010
	ACCESS EASEMENT		BY KJM
	(UPRR)		JOB NO. A10536
	MANTRECA, SAN JOAQUIN COUNTY, CALIFORNIA		SHEET 1 OF 1

25-128

NOTARY'S STATEMENT

STATE OF California
COUNTY OF Yolo
ON 1/3/2011
BEFORE ME, C. Martinez,
NOTARY PUBLIC, PERSONALLY APPEARED TIM MEISAC, WHO 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 IN HIS
AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE OR THE INSTRUMENT THE PERSON,
OR THE ENTITY UPON BEHALF OF WHICH THE PERSON 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.
C. Martinez
Yolo County
2/17/2011
(ABOVE AREA FOR NOTARIAL SEAL)
SIGNATURE C. Martinez
(SIGNATURE OF NOTARY PUBLIC)

ACCEPTANCE STATEMENT

THIS IS TO CERTIFY THAT THE INTEREST IN REAL PROPERTY OFFERED FOR DEDICATION
ON THIS PARCEL MAP TO THE SAN JOAQUIN COUNTY FLOOD CONTROL AND WATER
CONTROL DISTRICT PURSUANT TO THE LAWS OF THE STATE OF
CALIFORNIA AND CONVEYED TO THE DISTRICT BY THE COUNTY OF SAN
JOAQUIN, IS HEREBY ACCEPTED BY THE UNDERSIGNED OFFICER ON BEHALF OF THE
BOARD OF SUPERVISORS OF THE COUNTY OF SAN JOAQUIN PURSUANT TO THE
AUTHORITY CONFERRED BY RESOLUTION NO. 10-523 OF BOARD OF SUPERVISORS OF
SAN JOAQUIN COUNTY ADOPTED ON OCTOBER 5, 2010, AND THE GRANTEE
CONSENTS TO RECORDATION THEREOF BY ITS AUTHORIZED OFFICER.

DATED THIS 23rd DAY OF DECEMBER, 2011.

Thomas M. Pless
THOMAS M. CAU, R.C.E. 26994
DIRECTOR OF PUBLIC WORKS
COUNTY OF SAN JOAQUIN

OWNERS' STATEMENT

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE ALL THE PARTIES HAVING RECORD
TITLE INTEREST IN THE LANDS SUBDIVIDED AND SHOWN ON THIS PARCEL MAP AND WE
HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS PARCEL MAP IN THE
COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA, WITH CONSENTING
AT THE OFFICE OF THE COUNTY RECORDER, PURSUANT TO THE PROVISIONS OF CHAPTER 2
OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND ALL APPLICABLE ORDINANCES
OF SAN JOAQUIN COUNTY, APPLICABLE AT THE TIME OF APPROVAL OF THIS MAP.

BY: *Manfred Haeril, General Partner*
MANFRED HAERIL, GENERAL PARTNER
DATE: 1/3/11

BY: *Christine Haeril, General Partner*
CHRISTINE HAERIL, GENERAL PARTNER
DATE: 1/3/11

BY: *Tim Meisac, His Attorney-in-Fact*
TIM MEISAC, HIS ATTORNEY-IN-FACT
DATE: 1/3/11

BY: *Christine Haeril, General Partner*
CHRISTINE HAERIL, GENERAL PARTNER
DATE: 1/3/11

BY: *Manfred Haeril, General Partner*
MANFRED HAERIL, GENERAL PARTNER
DATE: 1/3/11

BY: *Tim Meisac, His Attorney-in-Fact*
TIM MEISAC, HIS ATTORNEY-IN-FACT
DATE: 1/3/11

BY: *Manfred Haeril, General Partner*
MANFRED HAERIL, GENERAL PARTNER
DATE: 1/3/11

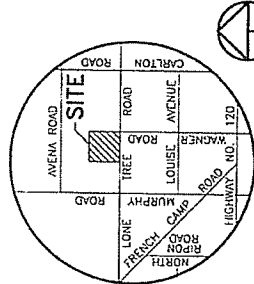
BY: *Tim Meisac, His Attorney-in-Fact*
TIM MEISAC, HIS ATTORNEY-IN-FACT
DATE: 1/3/11

NOTE

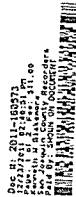
PURSUANT TO SECTION 66436 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES
OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:

TUOLUMNE WATER POWER COMPANY A CORPORATION (NOW PACIFIC GAS AND ELECTRIC
COMPANY), LINE OF TOWERS, BOOK "A" OF DEEDS 58-517, S.J.C.R.
(EXACT WIDTH NOT OF RECORD)

SIERRA AND SAN FRANCISCO POWER COMPANY (NOW PACIFIC GAS AND ELECTRIC COMPANY),
LINE OF TOWERS, BOOK "A" OF DEEDS 187-315, S.J.C.R.
(EXACT WIDTH NOT OF RECORD)



VICINITY MAP
NO SCALE



PARCEL MAP

A PORTION OF THE SOUTHEAST
QUARTER OF SECTION 21, T.1S., R.8E.,
MOUNT DIABLO BASE & MERIDIAN
SAN JOAQUIN COUNTY - CALIFORNIA
JANUARY 2011
SHEET 1 of 2

Schack & Company, Inc.
Civil Engineering • Building design • Surveying

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD
SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND
LOCAL ORDINANCE AT THE REQUEST OF THE FAMILY LP ON JULY 18, 2010. I HEREBY
STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR
CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY. ALL MONUMENTS ARE OF THE CHARACTER
AND OCCUPY THE POSITIONS INDICATED AND ARE SUFFICIENT TO ENABLE THE SURVEY TO
BE RETRACED.

DATED THIS 22nd DAY OF December, 2010.

Dan R. Schack

DAN R. SCHACK, R.C.E. 32158
REGISTRATION EXPIRATION DATE: 12/31/2012

COUNTY SURVEYOR'S STATEMENT

I, THOMAS M. CAU, HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP AND THAT
THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE
TENTATIVE MAP, IF REQUIRED, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER
STATE THAT THIS PARCEL MAP COMPLIES WITH ALL THE PROVISIONS OF CHAPTER 2 OF
THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND ALL APPLICABLE ORDINANCES
OF SAN JOAQUIN COUNTY, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP,
IF REQUIRED, AND THAT THIS PARCEL MAP IS TECHNICALLY CORRECT.

DATED THIS 23rd DAY OF DECEMBER, 2011.

Thomas M. Cau

THOMAS M. CAU, R.C.E. 26994
COUNTY SURVEYOR
REGISTRATION EXPIRATION DATE: 03/31/13

RECORDER'S STATEMENT

FILED THIS 23rd DAY OF December, 2011, AT 2:48 PM.
IN BOOK 25 OF PARCEL MAPS, AT PAGE 188
AT THE REQUEST OF DAN R. SCHACK.

REC. FEE: \$ 11.00

Kenneth W. Blakemore
KENNETH W. BLAKEMORE
ASSESSOR-RECORDER-COUNTY CLERK
Jennette Davis
ASSISTANT/DEPUTY RECORDER

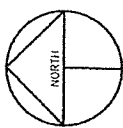
25-128

25-188A

PARCEL MAP

A PORTION OF THE SOUTHEAST
 QUARTER OF SECTION 21, T.1S., R.8E.,
 MOUNT DIABLO BASE & MERIDIAN
 SAN JOAQUIN COUNTY - CALIFORNIA
 JANUARY 2011 - SCALE 1"=300'
 SHEET 2 of 2

Schack & Company, Inc.
 Civil Engineering • Building Design • Surveying



SCALE: 1" = 300'

LEGEND

- INDICATES FOUND MONUMENT AS NOTED UNLESS NOTED OTHERWISE
- INDICATES FOUND ON THIS SURVEY UNLESS NOTED OTHERWISE
- INDICATES MEASURED FROM SURVEY NOTHING MEASURED FROM RECORD INFORMATION
- INDICATES CALCULATED FROM RECORD INFORMATION
- INDICATES OFFICIAL RECORDS, BOOK AND PAGE, S.J.C.R.
- INDICATES RECORD OF SURVEY, BOOK AND PAGE, S.J.C.R.
- INDICATES PARCEL MAP, VOLUME AND PAGE, S.J.C.R.
- INDICATES INSTRUMENT NUMBER, S.J.C.R.
- INDICATES SAN JOAQUIN COUNTY SURVEYOR'S RECORDS
- INDICATES FIELD BOOK, BOOK AND PAGE, SAN JOAQUIN COUNTY SURVEYOR'S RECORDS
- INDICATES WITNESS CORNER
- INDICATES SAN JOAQUIN COUNTY RECORDS
- INDICATES DOCUMENT NUMBER, S.J.C.R.

NOTES

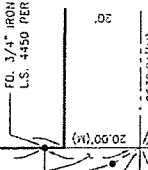
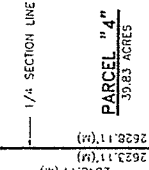
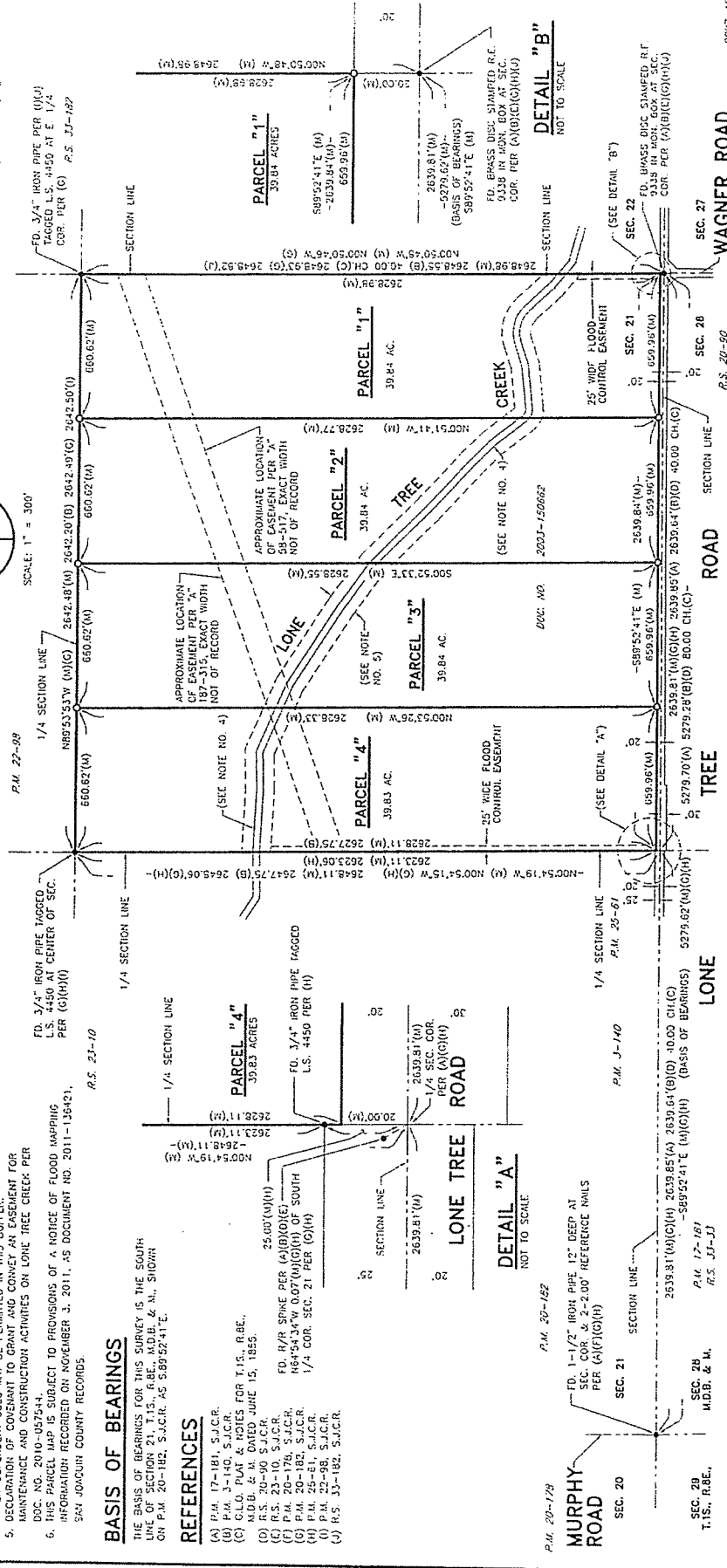
1. REFER TO MINOR SUBDIVISION APPLICATION NO. PA-08-324.
2. THE PRELIMINARY TITLE REPORT PREPARED BY CHICAGO TITLE COMPANY ORDER NO. 06-52028765-C-170, DATED JUNE 4, 2010, WAS USED IN THE PREPARATION OF THIS PARCEL MAP.
3. ALL PERSONS PURCHASING PARCELS WITHIN THE BOUNDARIES OF THIS APPROVED MAP SHOULD BE PREPARED TO ACCEPT THE INCONVENIENCES OR DISCOMFORTS ASSOCIATED WITH AGRICULTURAL OPERATIONS OR ACTIVITIES, SUCH AS NOISE, DUSTS, INSECTS, DUST OR FUMES. SAN JOAQUIN COUNTY HAS DETERMINED THAT SUCH INCONVENIENCES OR DISCOMFORTS SHALL NOT BE CONSIDERED TO BE A NUISANCE.
4. PURSUANT TO SECTION 9-1510.5 OF THE SAN JOAQUIN COUNTY DEVELOPMENT TITLE, THE FOLLOWING AREA IS DESIGNATED AS A NATURAL OPEN SPACE FOR RIPARIAN HABITAT AND WATERWAY PROTECTION. NO DEVELOPMENT OTHER THAN WATER DEPENDENT USES SHALL BE PERMITTED IN THIS SPACE. PARALLEL TO THE LONE TREE CREEK, A NATURAL OPEN SPACE AREA FOR RIPARIAN HABITAT AND WATERWAY PROTECTION SHALL BE MAINTAINED TO PROVIDE NESTING AND FORAGING HABITAT AND THE PROTECTION OF WATERWAY QUALITY. THE MINIMUM WIDTH OF SAID OPEN SPACE SHALL BE ONE-HUNDRED (100) FEET, MEASURED FROM THE MEAN HIGH WATER LEVEL OF THE NATURAL BANK OR FIFTY (50) FEET BACK FROM THE EXISTING RIPARIAN HABITAT, WHICHEVER IS GREATER. WATER-DEPENDENT USES MAY BE PERMITTED IN THIS BUFFER.
5. DECLARATION OF CONSENT TO GRANT AND CONSTRUCTION FOR MAINTENANCE AND CONSTRUCTION ACTIVITIES ON LONE TREE CREEK PER DOC. NO. 2010-05254.
6. THIS PARCEL MAP IS SUBJECT TO PROVISIONS OF A NOTICE OF FLOOD HAZARDING INFORMATION RECORDED ON NOVEMBER 3, 2011, AS DOCUMENT NO. 2011-135421, SAN JOAQUIN COUNTY RECORDS.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE SOUTH LINE OF SECTION 21, T.1S. R.8E. M.D.B. & M. SHOWN ON P.M. 20-182, S.J.C.R. AS S89°52'41"E.

REFERENCES

- (A) P.M. 17-181, S.J.C.R.
- (B) P.M. 3-140, S.J.C.R.
- (C) C.L.O. PLAT & NOTES FOR T.1S., R.8E., MOUNT DIABLO BASE & MERIDIAN, DATED JUNE 15, 1855.
- (D) R.O.B. 2-18, DATED JUNE 15, 1855.
- (E) R.S. 23-10, S.J.C.R.
- (F) P.M. 20-176, S.J.C.R.
- (G) P.M. 20-182, S.J.C.R.
- (H) P.M. 25-81, S.J.C.R.
- (I) P.M. 22-98, S.J.C.R.
- (J) R.S. 33-182, S.J.C.R.



25-188A

OWNER'S STATEMENT

WE, THE UNDERSIGNED, HEREBY STATE THAT WE USE ALL THE PARCELS HAVING RECORDS DATE INTEREST IN THE LANDS SHOWN AND SHOWN ON THIS PARCEL MAP AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS PARCEL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

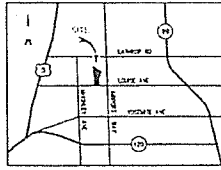
WE ALSO OFFER FOR DEDICATION TO THE PUBLIC FOR PUBLIC USE A 25-FOOT WIDE PUBLIC STORM DRAIN EASEMENT AND A 15-FOOT WIDE PUBLIC UTILITY EASEMENT, ALL AS SHOWN ON THIS PARCEL MAP.

DATED THIS 7 DAY OF September, 2011.

WESTCOE LOUIS, LP, A DELAWARE LIMITED PARTNERSHIP BY: MC LOUISE, INC., A DELAWARE CORPORATION, ITS GENERAL PARTNER

BY: [Signature] ITS President

Will A. Johnson PRINT NAME



VICINITY MAP NOT TO SCALE

CITY ENGINEER'S STATEMENT

I, MARK HOUGHTON, HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, IF REQUIRED, AND ANY APPROVED ALTERATIONS THEREON. I FURTHER STATE THAT THIS PARCEL MAP COMPLES WITH ALL THE PROVISIONS OF TITLE 14 OF THE MANTECA MUNICIPAL CODE, AND ANY AMENDMENTS HERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, IF REQUIRED.

DATED THIS 26th DAY OF September, 2011.

[Signature] MARK HOUGHTON, P.E., 33516 CITY ENGINEER OF THE CITY OF MANTECA REGISTRATION EXPIRATION DATE: 6/30/13

1/2-1/3

ACKNOWLEDGMENT

STATE OF CALIFORNIA COUNTY OF MICHIGAN ON Sept 20th before me, Dana O'Leary, a Notary Public, personally appeared Will A. Johnson 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 and by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person acted, executed the instrument.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPHS ARE TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE: [Signature] NOTARY'S PRINTED NAME: Dana O'Leary NOTARY'S PRINCIPAL PLACE OF BUSINESS: Sacramento NOTARY'S COMMISSION NO.: 17841940 NOTARY'S COMMISSION EXPIRES: Dec 31st 2011

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEYOR MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF WESTCOE LOUIS, LP ON MAY 18, 2011. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY COMPLES TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY. ALL NECESSARY ASSE OF THE QUANTITY AND OCCUPY THE POSITIONS INDICATED AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE REPEATED.

DATED THIS 18th DAY OF September, 2011.

[Signature] Timothy Kelly, L.S. 7303 LICENSE EXPIRES 12-31-2012



COUNTY SURVEYOR'S STATEMENT

I, THOMAS W. GAUL, HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP AND IT COMPLES WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SURVEYOR MAP ACT, AS AMENDED, AND THAT THIS PARCEL MAP IS THEORETICALLY CORRECT.

DATED THIS 26th DAY OF September, 2011.

[Signature] Thomas W. Gaul, L.S. 20934 COUNTY SURVEYOR REGISTRATION EXPIRATION DATE: 3/31/13



RECORDER'S STATEMENT

FILED THIS 26th DAY OF September, 2011, AT 9:58 AM, IN BOOK 25 OF PARCEL MAPS AT PAGE 130, AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY. FEE: 14.00

[Signature] Kenneth W. Clavell, ASSESSOR-RECORDER-COUNTY CLERK

[Signature] JENNIFER JAMES

DEEDS GRANTED

IN ACCORDANCE WITH SECTION 644.6(a)(2)(A) OF THE SUBDIVISION MAP ACT, SIGNATURES OF PARTIES OWNING THE FOLLOWING INTERESTS, WHICH CANNOT REFER INTO A FEE, HAVE BEEN OBTAINED:

- 1) AN EASEMENT GRANTED TO THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY FOR POLES, CROSS ARMS, WIRES, CABLES, TOWER, ANCHORS AND DUTTS, RECORDED JUNE 29, 1928 IN BOOK 248 PAGE 1874, OFFICIAL RECORDS.
2) AN EASEMENT GRANTED TO PACIFIC GAS AND ELECTRIC COMPANY FOR A LINE OF POLES WITH SLAN WIRES AND CABLES FOR THE TRANSMISSION OF ELECTRIC ENERGY AND FOR COMMUNICATION PURPOSES, AND ALL NECESSARY AND PROPER CROSS ARMS, DUTTS, ANCHORS AND OTHER APPURTENANCES AND FITTINGS, TOGETHER WITH A RIGHT OF WAY, RECORDED APRIL 24, 2003, DOC. NO. 2003-07048, OFFICIAL RECORDS.
3) AN EASEMENT GRANTED TO WAGON PACIFIC RAILROAD FOR ACCESS, RECORDED DECEMBER 24, 2010, DOC. NO. 2010-170139, OFFICIAL RECORDS.
4) EASEMENT GRANTED TO CITY OF MANTECA FOR PUBLIC UTILITIES, RECORDED OCTOBER 1, 2006, DOC. NO. 2006-19070 AND DOC. NO. 2006-19070A, OFFICIAL RECORDS, FOR STORM DRAINAGE BASIN, RECORDED OCTOBER 1, 2006, DOC. NO. 2006-19070A, OFFICIAL RECORDS AND FOR SANITARY SEWER, WATER STORM DRAIN LINES, ELECTRICAL, GAS, TELEPHONE AND CABLEVISION LINES, RECORDED DECEMBER 26, 2010, DOC. NO. 2010-170133 AND DOC. NO. 2010-170134, OFFICIAL RECORDS.

CITY COUNCIL'S STATEMENT

THIS IS TO STATE AT ITS REGULARLY HELD MEETING ON the 18th DAY OF October, 2011, THE CITY COUNCIL OF THE CITY OF MANTECA, CALIFORNIA, APPROVED THIS PARCEL MAP AND ACCEPTED ON BEHALF OF THE PUBLIC FOR PUBLIC USE THE OFFER OF DEDICATION OF THE 25-FOOT WIDE PUBLIC STORM DRAIN EASEMENT AND THE 15-FOOT WIDE PUBLIC UTILITY EASEMENT, ALL AS SHOWN ON THIS PARCEL MAP IN ACCORDANCE WITH TITLE 14 OF THE MANTECA MUNICIPAL CODE, AND ANY AMENDMENTS HERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

DATED THIS 18th DAY OF October, 2011.

[Signature] Willie R. Weatherford, Mayor CITY CLERK

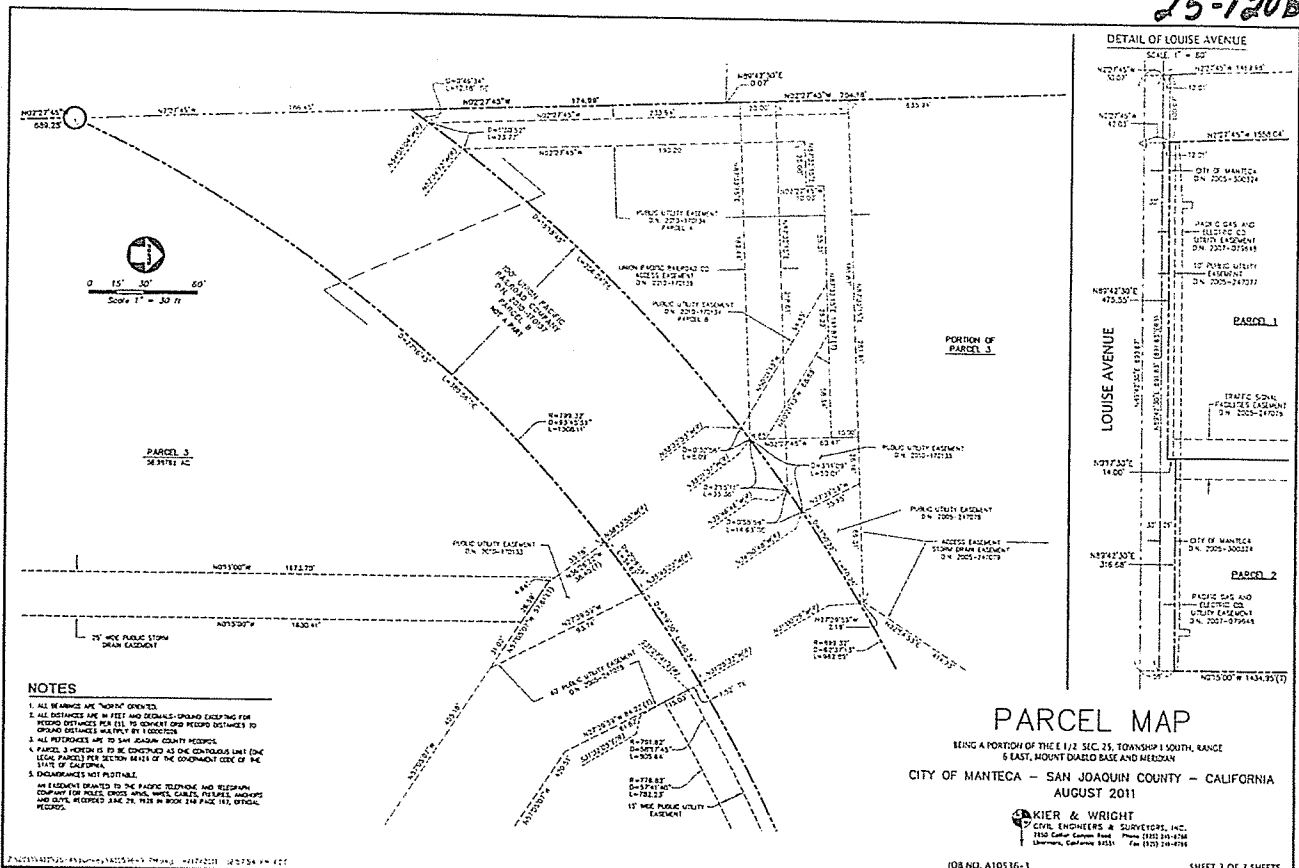


PARCEL MAP

BEING A PORTION OF THE 1/2 SEC. 15, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN CITY OF MANTECA - SAN JOAQUIN COUNTY - CALIFORNIA SEPTEMBER 2011

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC. 2830 Center Canyon Road, Manteca, California 95231 Phone (209) 343-8788 Fax (209) 343-8784

25-120B



NOTES

1. ALL BEARINGS ARE "MORNING" ORIENTED.
2. ALL DISTANCES ARE IN FEET AND DECIMAL-FRAC PARTS UNLESS OTHERWISE SPECIFIED.
3. ALL DISTANCES ARE TO BE MEASURED AND RECORD DISTANCES TO BE MEASURED TO THE CENTER OF THE ROAD.
4. ALL DISTANCES ARE TO BE MEASURED TO THE CENTER OF THE ROAD.
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8. ALL DISTANCES ARE TO BE MEASURED TO THE CENTER OF THE ROAD.
9. ALL DISTANCES ARE TO BE MEASURED TO THE CENTER OF THE ROAD.
10. ALL DISTANCES ARE TO BE MEASURED TO THE CENTER OF THE ROAD.

AN EASEMENT GRANTED TO THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY FOR WIRE, CABLE, POLE, CABLE, TELEPHONE, TELEVISION AND OTHER PURPOSES AS SHOWN ON BOOK 148 PAGE 183, OFFICIAL RECORD.

PARCEL MAP
 BEING A PORTION OF THE E 1/2 SEC. 35, TOWNSHIP 1 SOUTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN
 CITY OF MANTECA - SAN JOAQUIN COUNTY - CALIFORNIA
 AUGUST 2011

KIER & WRIGHT
 CIVIL ENGINEERS & SURVEYORS, INC.
 1100 Colton Avenue West, Manteca, California 95231 Phone (209) 244-4700 Fax (209) 244-4701

JOB NO. A10336-3 SHEET 3 OF 3 SHEETS

25-120B