

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

EXHIBIT 1

City of Stockton
425 North El Dorado Street
Stockton, CA 95202
Attention: City Clerk

Exempt from Recording Fees
Per Government Code Sections 6103 & 27383

Space above this line for Recorder's use only.

OPTION TO PURCHASE AGREEMENT

This Option To Purchase Agreement (“**Agreement**”), dated as of _____, 2018 (the “**Effective Date**,” which is the date this Agreement is fully executed by the parties herein following its approval by the Stockton City Council), is entered into by and between 1501 S. AIRPORT, LLC, a California limited liability company (“**Buyer**”), and CITY OF STOCKTON, a California municipal corporation (“**City**” or “**Seller**”).

1. **Option.** City hereby grants to Buyer, for the Option Term and upon the terms and conditions set forth in this Agreement, an exclusive and irrevocable right (the “**Option**”) to acquire fee title to the real property located in the City of Stockton, San Joaquin County, California, as identified in Exhibit A and more particularly described in Exhibit B and Exhibit C, all of which are attached hereto and incorporated herein, together with all of City’s respective right, title and interest in and to any and all improvements located on such real property, and any and all easements, mineral rights, water rights and other rights appurtenant to such real property (all such real property, improvements, easements and rights are hereinafter collectively referred to as the “**Property**”). The approximately 3.54-acre Property consists of two (2) parcels and one (1) City of Stockton Right of Way (“**Right of Way**”), all of which are owned by City, as identified and described in Exhibit A, Exhibit B, and Exhibit C, respectively.

(a) **Term of Option.** The term of the Option (the “**Option Term**”) shall commence on the Effective Date and shall terminate Eighteen (18) months after the Effective Date.

(b) **Exercise of Option.** If Buyer elects to exercise the Option to purchase the Property, Buyer shall send City written notice of exercise of the Option (the “**Exercise Notice**”). Upon such exercise, City shall be obligated to sell the Property, and Buyer shall be obligated to purchase the Property from City in accordance with and subject to the terms set forth in this Agreement.

(c) **Option Fee.** As consideration for the Option, Buyer shall deposit with Escrow Agent the payments described in this Paragraph 1(c) (collectively, the “**Option Fees**”). Within ten (10) business days of the Effective Date, Buyer shall deposit with Escrow Agent the sum of Ten Thousand Dollars (\$10,000) (the “**Option Fee Payment**”). One-half of the Option Fee Payment (the “**Independent Consideration**”), or Five Thousand Dollars (\$5,000), shall be nonrefundable (except in the event of a Seller default or a failure of a condition to Closing), shall not be credited toward the Purchase Price, and shall be paid and released to Seller by Escrow Agent. The other one-half of the Option Fee Payment (other than the Independent Consideration), or Five Thousand

Dollars (\$5,000), shall remain deposited with Escrow Agent and credited toward the Purchase Price of the Property in the event that Buyer provides the Exercise Notice as set forth herein (the “**Option Fee Credit**”). In the event Buyer has not sent the Exercise Notice to Seller prior to the expiration of the Option Term, Seller shall retain the Option Fee Payment (except in the event of a Seller default or failure of a condition to Closing in which event the Option Fee Payment shall be refunded to Buyer) and this Agreement shall terminate. If Buyer fails to make the Option Fee Payment by the due date for such payment (or, in the event of an inadvertent failure to timely make such payment, such later date as City Manager may agree), Buyer shall have no right to purchase the Property, and this Agreement shall terminate.

2. Purchase Price. The purchase price for the Property (“**Purchase Price**”) shall be \$384,045. On or before the Closing, Buyer will deliver to Escrow Agent, the Purchase Price for the Property less the following sums: (i) the \$5,000 Option Fee Credit and (ii) the agreed upon deductions for environmental testing and cleanup (the “**Environmental Allowance**”) as further described below in paragraph 13. The sums specified in clauses (i) and (ii) above are collectively referred to herein as the “**Credits**”.

3. Escrow. Within ten (10) business days of the Effective Date, Buyer will open escrow (“**Escrow**”) with a title company mutually agreeable to the parties (“**Escrow Agent**” or “**Title Company**”).

(a) Closing and Closing Date. Subject to satisfaction of the Conditions Precedent (defined below), the purchase and sale shall occur, and Escrow shall close (“**Closing**”) within 45 days of Buyer's exercise of the Option, or such other date as agreed upon by the parties (the “**Closing Date**”). Notwithstanding anything in this Agreement to the contrary, the Closing Date may occur more than Eighteen (18) months after the Effective Date of this Agreement so long as Buyer sent the Exercise Notice to Seller on or before 18 months following the Effective Date.

(b) Delivery of Deed and Possession. At least three (3) business days prior to the Closing Date, City shall execute and deliver to Escrow Agent a grant deed for the Property using the Title Company’s standard form of grant deed. Upon the Closing, the grant deed shall be recorded in the official records of San Joaquin County, and City shall deliver to Buyer exclusive possession of the acquired Property, free and clear of all leases, tenancies, encumbrances, liens and title exceptions other than those approved by Buyer.

(c) Deposit of Funds. On or before the Closing Date, Buyer will deliver to Escrow Agent the Purchase Price for the Property minus the Credits described above in Paragraph 2, plus Buyer’s share of charges pursuant to Paragraphs 3(d) and 3(e). On or before the Closing Date, City will deliver to Escrow Agent, City’s share of charges pursuant to Paragraphs 3(d) and 3(e).

(d) Closing Costs. Buyer and City shall each pay fifty percent (50%) of all escrow charges, recording fees, transfer taxes, documentary transfer taxes, and premiums for Buyer’s Title Policy (as defined in Section 4 below). Buyer shall pay the cost of any survey required in connection with the issuance of the Title Policy.

(e) Prorations. All real estate taxes, assessments and utility charges relating to the Property shall be prorated between City and Buyer as of the Closing, and shall be debited from or credited (to the extent available) to cash payable by Buyer at the Closing.

4. Title. Buyer will obtain a preliminary title report (“**Preliminary Report**”) for the Property from Title Company, and will review the Preliminary Report and title matters. By not later than 20 days prior to the Closing Date, Buyer shall provide written notice to Seller specifying which, if any, title exceptions affecting the Property that Buyer approves (the “**Permitted Exceptions**”). Title Company’s commitment to issue to Buyer an ALTA owner’s policy of title insurance in the amount of the applicable Purchase Price, insuring Buyer’s fee interest in the Property subject only to the Permitted Exceptions (“**Title Policy**”) shall be a condition to Closing the Property.

5. Feasibility Investigations. Prior to the Closing Date, Buyer shall have the right to enter onto the Property to conduct any inspections and tests that Buyer deems necessary, including, without limitation, Phase 1 and Phase 2 evaluations, soils tests, surveys, engineering studies, environmental studies, and other evaluations as Buyer deems necessary in Buyer’s discretion. Prior to entry upon the Property, Buyer shall provide notice to City regarding the nature of the tests to be performed, the entity that will perform the tests, and the time and date of the testing. Buyer will indemnify Seller from and against any claims, expenses and liabilities that arise from Buyer’s and Buyer’s employees, contractors or agents entry onto the Property, except to the extent any such claims, expenses or liabilities result from the negligence or willful misconduct of Seller or Seller’s employees, contractors or agents, or result from the mere discovery of hazardous materials or other conditions in, on, under or about the Property.

6. AS-IS Condition; Demolition; Relocation. Buyer’s acquisition of the Property pursuant to this Agreement shall be on an AS-IS basis. Following the Closing Date, Buyer shall have the right to demolish the improvements located thereon, if any at Buyer’s sole expense and in compliance with all applicable laws and regulations. Buyer shall have no obligation to pay relocation benefits, assistance and/or payments of any kind to, or on behalf of, any person or entity occupying the Property or part thereof, it being understood that Seller shall have the sole responsibility for payment of any such benefits, assistance and/or payments that may be required under the Federal Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) or California Government Code Section 7260 et seq.

7. Abandonment of the Right of Way. Following approval of this Agreement by the Stockton City Council, execution of the Agreement by Buyer and City, and payment of the \$10,000 Option Fee Payment by Buyer, City shall promptly commence with and diligently pursue the process for the abandonment of the Right of Way and City shall promptly bring the abandonment of the Right of Way before the City Council for approval. Buyer is responsible to hire its own engineer and pay for all said engineering costs associated with the abandonment of the Right of Way. City shall waive any and all application, processing, and filing fees associated with the abandonment of the Right of Way.

8. Conditions Precedent to Buyer’s Obligations. Following Buyer’s exercise of the Option, Buyer’s obligation to purchase the Property is subject to satisfaction of all of the following conditions precedent (“**Conditions Precedent**”):

(a) The Title Company's irrevocable commitment to issue the Title Policy to Buyer for the Property, including but not limited to the Right of Way;

(b) No adverse change to the physical or entitlement status of the Property shall have occurred between the date of Buyer's exercise of the Option and the Closing Date; and

(c) Seller's performance of its obligations under this Agreement, and the continued truth and accuracy of Seller's representations and warranties set forth in this Agreement; and

(d) Buyer and Seller have agreed to the amount of the Environmental Allowance.

9. Seller's Representations and Warranties. Seller hereby represents and warrants to Buyer as of the Effective Date and as of the Closing Date:

(a) Seller has provided, or within five (5) business days following the Effective Date, will provide to Buyer true and complete copies of all Due Diligence Information with respect to the Property. "**Due Diligence Information**" means all material information relating to the Property (including, without limitation, title information, surveys, environmental reports, engineering studies, legal notices, permits, and approvals), which information is in City's possession or under City's control.

(b) This Agreement and all documents delivered by City to Buyer, now or at the Closing, have been freely negotiated by City, City is not under any duress or compulsion, and City has entered into this Agreement as a considered business decision that City has determined to be in its best interest.

(c) This Agreement and all documents delivered by City to Buyer, now or at the Closing, have been, or shall be, duly authorized and executed and delivered by City, are legal, valid and binding obligations of City, and do not violate any agreement to which City is a party or any order by which City is bound.

(d) There are no lawsuits, claims, suits, proceedings or investigations, pending or threatened, affecting or relating to the Property or part thereof, or affecting the legality or propriety of the transactions contemplated by this Agreement.

(e) Seller has not alienated, encumbered, transferred, optioned, leased, assigned, transferred or otherwise conveyed its interest or any portion of its interest in the Property or any portion thereof, nor has Seller entered into any agreement (other than this Agreement) to do so.

(f) There are no encroachments, conflicts in boundary lines or ownership interests claimed by any person affecting the Property or any portion thereof except as disclosed in writing to Buyer.

(g) The Property is free and clear of all leases, tenancies and occupancies.

(h) Seller has not dealt with any real estate broker or finder, or incurred any liability for any commission or fee to any real estate broker or finder, in connection with this Agreement or the sale of the Property to Buyer.

(i) Prior to the Closing Date, all third parties whose approval of the sale of the Property is required to be obtained by City, have approved this Agreement and each of the transactions provided herein.

10. Buyer's Representations and Warranties. Buyer hereby represents and warrants to Seller as of the Effective Date and as of the Closing Date:

(a) Buyer is a limited liability company, duly organized and validly existing under the laws of the State of California. Buyer has full power and authority to enter into this Agreement and to perform its obligations under this Agreement. The execution, delivery and performance of this Agreement and all documents required hereunder by Buyer have been duly and validly authorized by all necessary action on the part of Buyer, and all required consents and approvals have been duly obtained, and do not violate any agreement to which Buyer is a party, or any order by which Buyer is bound.

(b) Buyer has not dealt with any real estate broker or finder, or incurred any liability for any commission or fee to any real estate broker or finder, in connection with this Agreement or the sale of the Property to Buyer.

11. Seller's Covenants. Seller covenants and agrees with Buyer as follows:

(a) Between the Effective Date and the Closing Date for sale of the Property, City shall maintain the Property and the improvements thereon in accordance with sound property management practice, comply in all material respects with all covenants, conditions, restrictions, laws, statutes, rules, regulations and ordinances applicable to the Property, and immediately give Buyer copies of all notices received by Seller asserting any violation of any covenants, conditions, restrictions, laws, statutes, rules, regulations or ordinances applicable to the Property.

(b) Seller shall not use, produce, process, manufacture, generate, treat, handle, store or dispose of any hazardous substances in, on or under the Property, or use the Property for any such purposes, or release any hazardous substances into any air, soil, surface water or groundwater comprising the Property, or permit any person using or occupying the Property or any part thereof to do any of the foregoing, provided, however, Seller may use, handle and store hazardous substances of types and in quantities typically used in or around residential and commercial properties in accordance with all applicable laws. Between the Effective Date and the Closing Date, Seller shall comply, and shall use reasonable efforts to cause all persons using or occupying the Property or any part thereof to comply, with all environmental laws applicable to the Property, or the use or occupancy thereof, or any operations or activities therein or thereon.

(c) Between the date of this Agreement and the Closing Date, Seller shall not in any manner sell, convey, assign, transfer, encumber or otherwise dispose of the Property or any part thereof or interest therein; provided, however, may remove any tangible personal property. Without limiting the foregoing, Seller shall not enter into any agreement or alter the condition of title to the Property if the same would affect the

Property or Buyer after the Closing Date without Buyer's prior written consent. If Buyer so consents, such encumbrance shall become Permitted Exceptions (as provided in Section 4).

(d) Seller has provided, or within five (5) business days following the Effective Date, shall provide to Buyer all surveys, studies, reports and analyses applicable to the Property or part thereof in Seller's possession or control.

12. Entitlements. Buyer may process any entitlements that Buyer deems necessary or appropriate for its proposed development of the Property or any part thereof. Seller shall fully cooperate with Buyer in the processing of all entitlements sought by Buyer, including signing any and all applications Buyer may request within five business days after Seller receives the request.

13. Allocation of Environmental Liabilities. The parties agree the Purchase Price for the Property is based on an assumption there are no adverse environmental conditions on the Property or any part thereof. The parties acknowledge that adverse environmental conditions may in fact exist on the Property. Accordingly, the parties agree Seller shall provide Buyer with an environmental allowance ("**Environmental Allowance**") up to One Hundred Thousand Dollars (\$100,000). Said Environmental Allowance shall cover Buyer's environmental review costs, such as the preparation of Phase 1 and Phase 2 studies and any contamination remediation expenses necessary to develop the Property for commercial or retail use. Documentation must be provided to Seller of any such environmental costs for verification prior to any deduction being made from the Purchase Price. Any deductions off the Purchase Price exceeding \$100,000 would require further negotiations which the parties agree they would conduct in good faith. The City Manager may complete any such good faith negotiations without further Stockton City Council approval.

14. LIQUIDATED DAMAGES. IF THE PURCHASE AND SALE OF THE PROPERTY DOES NOT OCCUR AS REQUIRED BY THIS AGREEMENT AFTER BUYER EXERCISES ITS OPTION SOLELY AS A RESULT OF BUYER'S DEFAULT, SELLER'S DAMAGES INCURRED BY REASON THEREOF ARE AND WILL BE EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN. IN A REASONABLE EFFORT TO ASCERTAIN WHAT SELLER'S DAMAGES WOULD BE IN THE EVENT OF BUYER'S BREACH OR DEFAULT, SELLER AND BUYER AGREE THAT AN AMOUNT EQUAL TO THE SUM OF THE OPTION FEES (NOT TO EXCEED \$5,000) THAT WOULD OTHERWISE BE CREDITED TO THE PURCHASE PRICE FOR THE PROPERTY SHALL BE LIQUIDATED DAMAGES (THE "LIQUIDATED DAMAGES") FOR SUCH DEFAULT, WHICH LIQUIDATED DAMAGES SHALL BE SELLER'S SOLE REMEDY AT LAW OR IN EQUITY IN THE EVENT OF AND FOR SUCH DEFAULT. SELLER WAIVES ANY AND ALL RIGHT TO SEEK OTHER RIGHTS OR REMEDIES AGAINST BUYER, INCLUDING WITHOUT LIMITATION, THE RIGHTS AND REMEDIES SET FORTH IN CALIFORNIA CIVIL CODE SECTION 3389 TO A REMEDY OF SPECIFIC PERFORMANCE. THE PAYMENT AND RETENTION OF THE LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677.

_____ (Seller's Initials) _____ (Buyer's Initials)

15. Notices. Any notice or communication required hereunder between Seller and Buyer ("**Notice**") must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express or other similar courier promising overnight delivery. If personally delivered, a Notice shall be deemed to have been given when delivered to the party to whom it is addressed. If given by registered or certified mail, such Notice shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom Notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such Notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a Notice shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any party hereto may at any time, by giving ten (10) days written Notice to the other party hereto, designate any other address in substitution of the address to which such Notice shall be given. Such Notices shall be given to the parties at their respective addresses set forth below:

To City: City of Stockton
425 North El Dorado Street
Stockton, CA 95202
Attention: City Clerk
Tel: (209) 937-8458

with a copy to: City of Stockton
400 E Main Street, 4th Floor
Stockton, CA 95202
Attention: Economic Development Director
Tel: (209) 937-8539

To Buyer: 1501 S. Airport, LLC
3031 W. March Lane, #112 South
Stockton, CA 95219
Attention: Douglas Rishwain
Tel: (209) 472-9100

16. Attorneys' Fees. If an action is brought to enforce the rights of a party under this Agreement, the prevailing party shall be entitled to recover its costs of enforcement, including reasonable attorneys' fees and court costs.

17. Binding Agreement. This Agreement supersedes all prior and contemporaneous discussions, agreements and understandings between Seller and Buyer with respect to the subject matter of this Agreement, and constitutes the entire agreement between Seller and Buyer with respect thereto.

18. Amendments. This Agreement may be amended or modified only by a written instrument executed by Seller and Buyer.

19. Buyer Remedies. Subject to the notice and reasonable opportunity to cure not to exceed 30 calendar days, upon the occurrence of a default by City, Buyer shall have the right, in addition to any other rights or remedies, to institute any action at law or in equity to cure, correct, prevent or remedy any such default, or to recover actual damages.

20. Assignment by Buyer. Buyer shall not assign this Agreement without prior written approval of Seller. Seller agrees that, notwithstanding the foregoing, Buyer may assign this Agreement without Seller's prior written approval but with thirty (30) days prior written notice to Seller, its rights under this Agreement to a limited liability company, corporation, trust, or partnership of which Buyer and/or Buyer's principals own the majority beneficial interest and has operational control.

21. Governing Law; Venue. This Agreement shall be governed and construed in accordance with the laws of the State of California, without reference to its choice of law rules. The exclusive venue for any disputes or legal actions shall be the Superior Court of California in and for the County of San Joaquin, except for actions that include claims in which the Federal District Court for the Eastern District of the State of California has original jurisdiction, in which case the Eastern District of the State of California shall be the proper venue.

22. Waivers. No waiver of any provision of this Agreement or any breach of this Agreement shall be effective unless such waiver is in writing and signed by the waiving party, and any such waiver shall not be deemed a waiver of any other provision of this Agreement or any other or subsequent breach of this Agreement.

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

24. Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the parties.

25. Construction. Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants or conditions of this Agreement. This Agreement has been reviewed and revised by legal counsel for Seller and Buyer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement. Unless the context clearly requires otherwise, (i) the plural and singular numbers shall each be deemed to include the other; (ii) the masculine, feminine, and neuter genders shall each be deemed to include the others; (iii) "shall," "will," or "agrees" are mandatory, and "may" is permissive; (iv) "or" is not exclusive; (v) "include," "includes" and "including" are not limiting and shall be construed as if followed by the words "without limitation," and (vi) "days" means calendar days unless specifically provided otherwise.

26. No Joint Venture. Seller and Buyer hereby renounce the existence of any form of agency relationship, joint venture or partnership between City and Buyer and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between Seller and Buyer.

27. Survival of Terms. Any indemnity provided for herein, and any other provision of this Agreement which, by its terms, is to be performed after the Closing, shall survive the Closing until full performance thereof. The representations, warranties, covenants, terms and conditions of this Agreement shall also survive the Closing.

28. Time. Time is of the essence of this Agreement and of the performance of all the terms, covenants and conditions contained in this Agreement.

29. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one agreement.

30. Seller Approvals and Actions. Whenever a reference is made herein to an action or approval to be undertaken by Seller, the City Manager or his/her designee is authorized to act on behalf of Seller, unless specifically provided otherwise or the context requires otherwise.

31. Recording. This Agreement shall be recorded in the Official Records of San Joaquin County within ten (10) days following the Effective Date.

32. The parties agree the number of square feet set forth in Exhibit A, Exhibit B, and Exhibit C, respectively, for APN 169-020-11, APN 169-030-13, and the City of Stockton Right of Way along Airport Way, are approximations and are their best estimates at the time this Agreement was drafted by the parties. The parties understand that, at the time they are ready to close escrow, the final number of square feet to be purchased by Buyer may vary from that set forth in said exhibits. The Purchase Price the parties have agreed to is based upon the price of \$2.49 per square foot. Any mutually agreed upon modifications to the number of square feet of the property to be purchased will not require further city council approval. However, the Purchase Price shall remain based upon \$2.49 per square foot regardless of whether the number of square feet changes from the amount set forth in Exhibit A.

33. The State of California Interest: Exhibit C depicts an approximate 2,600 square foot area adjacent to the City of Stockton Right of Way area along Airport Way owned by the State of California. Seller agrees to diligently pursue acquiring fee title to said State of California interest, and if acquired, Quit Claim all right, title, and interest it may have or hereafter acquire to Buyer upon payment to Seller for costs it incurred for said acquisition, if any. Additionally, Seller shall cooperate with any efforts of Buyer to acquire an easement or fee title to said State of California interest.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the Effective Date.

SELLER:

CITY OF STOCKTON, a municipal corporation

By: _____
Kurt O. Wilson, City Manager

Dated:

APPROVED AS TO FORM AND CONTENT:

John M. Luebberke
City Attorney

By: _____

Dated:

ATTEST:

By: _____
Bret Hunter, CMC
City Clerk

Dated:

BUYER:

1501 S. AIRPORT, LLC,
a California limited liability company

By: _____
Douglas J. Rishwain, Manager

Dated:

By: _____
Christopher L. Rishwain, Manager

Dated:

By: _____
Joseph T. Rishwain, Jr., Manager

Dated:

Exhibit A

PROPERTY

Property Address	APN	Square Feet Price Per Square Foot	Purchase Price
1501 S. Airport Way	169-020-11	102,194 S.F. \$2.49 P.S.F.	\$254,463
1670 S. Union Street	169-030-13	29,514 S.F. \$2.49 P.S.F.	\$73,490
City Right of Way, Airport Way (between 1 st and 2 nd Street)	There is no APN for this area.	22,527 S.F. \$2.49 P.S.F.	\$56,092
Total Square Feet		154,235 S.F.	
Total Purchase Price			\$384,045

Exhibit B

PARCEL AND RIGHT-OF-WAY LEGAL DESCRIPTIONS

ALL OF THAT REAL PROPERTY LYING WITHIN SECTIONS 12 AND 33 OF C. M. WEBER GRANT, "EL RANCHO DEL CAMPO DE LOS FRANCESES", CITY OF STOCKTON, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

STREET ADDRESS: 1501 S. AIRPORT WAY, STOCKTON CA

APN: 169-020-11

BEGINNING AT THE NORTHEAST CORNER OF LOT 36 AS SHOWN ON THE MAP OF INDUSTRIAL CENTER FILED ON MARCH 14, 1922 IN BOOK 10 OF OFFICIAL MAPS AND PLATS, AT PAGE 48, SAN JOAQUIN COUNTY RECORDS THENCE SOUTH $16^{\circ}55'00''$ EAST ALONG THE EAST LINE OF LOTS 36 THROUGH 33 OF ABOVE SAID MAP, A DISTANCE 189.65 FEET; THENCE NORTH $73^{\circ}04'55''$ EAST, A DISTANCE OF 304.92 FEET TO THE WEST RIGHT-OF-WAY LINE OF SOUTH AIRPORT WAY (FORMERLY SHARPS LANE); THENCE NORTH $16^{\circ}55'05''$ WEST ALONG LAST SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 345.64 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 20.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $89^{\circ}59'55''$, A DISTANCE OF 31.42 FEET TO THE POINT OF TANGENCY WITH THE SOUTH RIGHT-OF-WAY LINE OF FIRST STREET AS DESCRIBED IN THE QUITCLAIM DEED FROM THE STATE OF CALIFORNIA TO THE CITY OF STOCKTON RECORDED MARCH 12, 1984 AS DOCUMENT NO. 84017675, SAN JOAQUIN COUNTY RECORDS; THENCE SOUTH $73^{\circ}05'00''$ WEST ALONG LAST SAID RIGHT-OF-WAY LINE, A DISTANCE OF 184.36 FEET TO AN ANGLE POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE SOUTH $86^{\circ}30'24''$ WEST, A DISTANCE OF 48.16 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE SOUTH $16^{\circ}58'47''$ EAST, A DISTANCE OF 187.18 FEET TO THE NORTHEAST CORNER OF ABOVE SAID LOT 36 AND THE **POINT OF BEGINNING**.

CONTAINING 102,194 SQUARE FEET, MORE OR LESS.

STREET ADDRESS: 1670 S. UNION STREET, STOCKTON CA

APN 169-030-13

BEGINNING AT THE NORTHWEST CORNER OF LOT 36 AS SHOWN ON THE MAP OF INDUSTRIAL CENTER FILED ON MARCH 14, 1922 IN BOOK 10 OF OFFICIAL MAPS AND PLATS, AT PAGE 48, SAN JOAQUIN COUNTY RECORDS; SAID CORNER ALSO LYING ON THE EAST RIGHT-OF-WAY LINE OF SOUTH UNION STREET; THENCE NORTH $73^{\circ}05'00''$ EAST ALONG THE NORTH LINE OF LAST SAID LOT 36, A DISTANCE OF 156.68 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH $16^{\circ}55'00''$ EAST ALONG THE EAST LINE OF LOTS 36 THROUGH 33 OF ABOVE SAID MAP, A DISTANCE 189.65 FEET; THENCE SOUTH $73^{\circ}04'55''$ WEST, A DISTANCE OF 136.65 FEET; THENCE NORTH $61^{\circ}55'05''$ WEST, A DISTANCE OF 28.28 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTH UNION STREET; THENCE NORTH $16^{\circ}55'00''$ WEST ALONG LAST SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 169.65 FEET TO THE NORTHWEST CORNER OF ABOVE SAID LOT 36 AND THE **POINT OF BEGINNING**.

CONTAINING 29,514 SQUARE FEET, MORE OR LESS.

Exhibit B

RIGHT-OF-WAY ABANDONMENT AREA

COMMENCING AT THE NORTHEAST CORNER OF LOT 36 AS SHOWN ON THE MAP OF INDUSTRIAL CENTER FILED ON MARCH 14, 1922 IN BOOK 10 OF OFFICIAL MAPS AND PLATS, AT PAGE 48, SAN JOAQUIN COUNTY RECORDS THENCE SOUTH 16°55'00" EAST ALONG THE EAST LINE OF LOTS 36 THROUGH 33 OF ABOVE SAID MAP, A DISTANCE 189.65 FEET; THENCE NORTH 73°04'55" EAST, A DISTANCE OF 304.92 FEET TO THE WEST RIGHT-OF-WAY LINE OF SOUTH AIRPORT WAY (FORMERLY SHARPS LANE) AND THE **TRUE POINT OF BEGINNING** OF THIS DESCRIPTION; THENCE NORTH 16°55'05" WEST ALONG LAST SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 345.64 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 20.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°59'55", A DISTANCE OF 31.42 FEET TO THE POINT OF CUSP WITH THE EASTELY PROJECTION OF THE SOUTH RIGHT-OF-WAY LINE OF FIRST STREET AS DESCRIBED IN THE QUITCLAIM DEED FROM THE STATE OF CALIFORNIA TO THE CITY OF STOCKTON RECORDED MARCH 12, 1984 AS DOCUMENT NO. 84017675, SAN JOAQUIN COUNTY RECORDS; THENCE NORTH 73°05'00" EAST ALONG LAST SAID RIGHT-OF-WAY LINE PROJECTION, A DISTANCE OF 17.82 FEET; THENCE NORTH 77°15'00" EAST, A DISTANCE OF 59.86 FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 50.00 FEET, AND TO WHICH POINT A RADIAL LINE BEARS NORTH 7°59'37" EAST, THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 5°20'27", A DISTANCE OF 4.66 FEET TO THE POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SHARPS LANE AS SHOWN ON THE MAP FILED ON AUGUST 13, 1958 IN BOOK 10 OF SURVEYS, AT PAGE 58, SAN JOAQUIN COUNTY RECORDS; THENCE SOUTH 17°18'53" EAST ALONG LAST SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 320.24 TO THE POINT OF INTERSECTION WITH A NONTANGENT CURVE, CONCAVE TO THE WEST HAVING A RADIUS OF 50.00 FEET, AND TO WHICH POINT A RADIAL LINE BEARS NORTH 82°20'02" EAST, THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 60°35'36", A DISTANCE OF 52.88 FEET; THENCE SOUTH 73°04'55" WEST, A DISTANCE OF 31.74 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 22,527 SQUARE FEET, MORE OR LESS.

SUBJECT TO ALL RIGHTS OF WAY AND EASEMENTS OF RECORD.

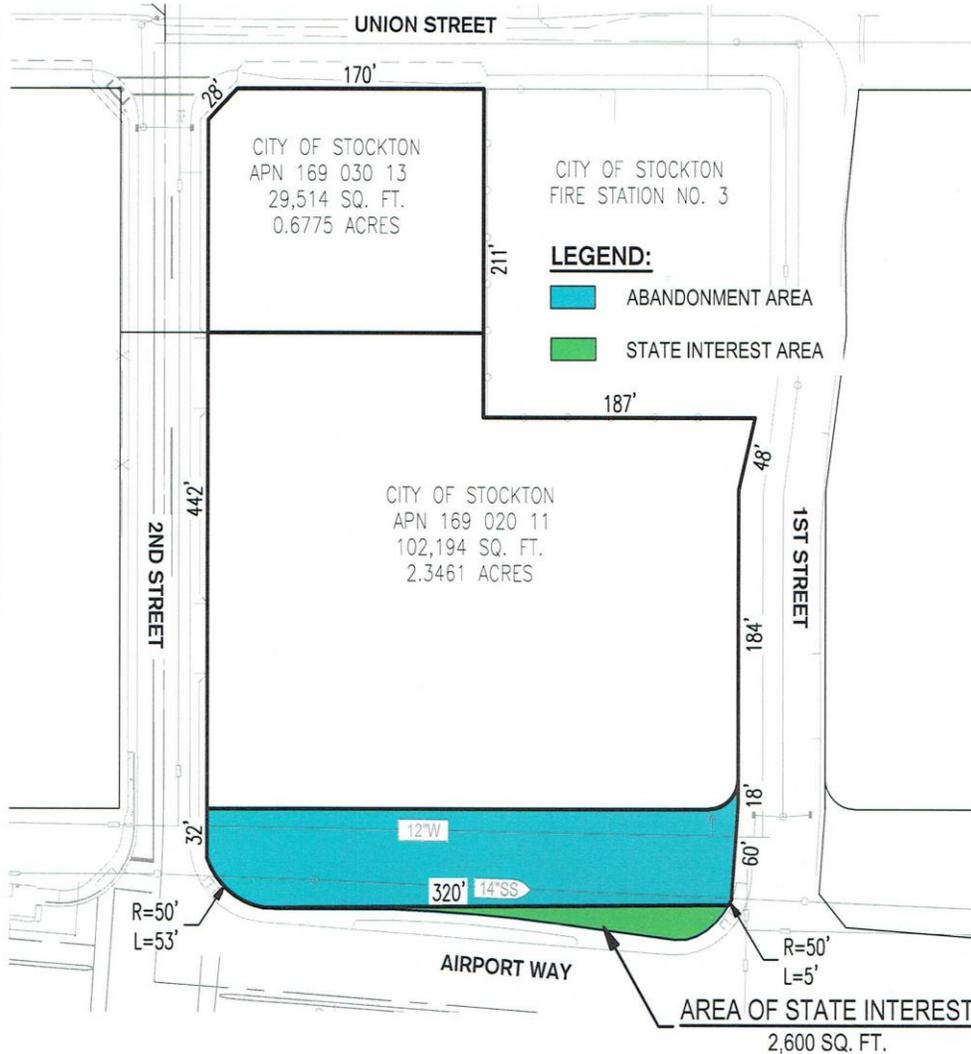
THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.


KEVIN J. GENASCI, P.L.S. 8660
JANUARY 26, 2018

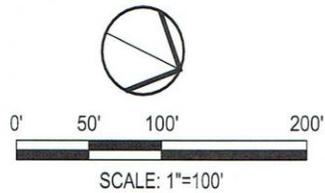


Exhibit B

EXHIBIT "C"
 1501 S. AIRPORT WAY
 1670 S. UNION ST.
 CITY OF STOCKTON RIGHT-OF-WAY



APN 169-020-11	102,194 SQ. FT.
APN 169-030-13	29,514 SQ. FT.
RIGHT-OF WAY ABANDONMENT AREA	22,527 SQ. FT.
TOTAL AREA TO BE SOLD TO BUYER	154,235 SQ. FT.



PREPARED BY SIEGFRIED ENGINEERING, INC.

SHEET 1 OF 1

Exhibit C