# RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

\_\*. § \_\*

J. Matthew Wilcox, Esq. Gresham Savage Nolan & Tilden 550 East Hospitality Lane, Suite 300 San Bernardino, CA 92408-4205

(SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY)

## ACCESS EASEMENT AGREEMENT (WASHINGTON STREET AND NAVY DRIVE)

This Access Easement Agreement ("Agreement") is entered into effective the 23rd day of February, 2010, by and between The Stockton Port District, a public corporation created for municipal purposes ("Grantor") and Riverside Cement Company, a California general partnership ("Grantee").

#### RECITALS

A. Grantee is owner of certain real property and the lessee of certain additional real property located in or near the City of Stockton, County of San Joaquin, California, described in Exhibit A, attached hereto and incorporated herein by this reference (the "RCC Property").

B. Grantor is the owner of certain real property commonly known as portions of Washington Street and Navy Drive providing access to Rough and Ready Island, all located in or near the City of Stockton, County of San Joaquin, California, more particularly depicted and described in Exhibit "B", excluding Port Road 13 within Parcel 5, attached hereto and incorporated herein by this reference (the "Access Property"), and located near and/or adjacent to the RCC Property.

C. Grantor has vacated or caused vacation of certain portions, and plans to vacate or cause vacation of other portions, of the existing street dedications, including for Washington Street, over the Access Property in order to revert it to Grantor's private ownership and maintenance as a private street, and the City of Stockton has agreed and has commenced vacation of the Access Property.

D. Grantee's only access to the RCC Property is over the existing streets, but is willing to agree to vacation of such streets in exchange for access rights over the Access Property within the terms and conditions stated herein.

E. Grantor desires to grant to Grantee an easement for access and utilities over the Access Property on the terms and conditions set forth below.

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F. Grantor intends to modify the Access Property and the easement granted herein, in the future, so as to grant future access to Grantee via, and with controlled access on, Navy Drive.

G. Grantor does not intend to include the RCC Property within a "Transportation Worker Identification Credential (TWIC)" restricted area if permitted to do so by U.S. Coast Guard.

#### **OPERATIVE PROVISIONS**

NOW, THEREFORE, in consideration of the foregoing Recitals, which Recitals are incorporated herein by this reference, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the mutual covenants contained herein, the parties hereto agree as follows:

1. <u>Grant of Easement</u>. Grantor hereby grants to Grantee, its successors and assigns (collectively, "Grantee"), a perpetual easement and right of way a) over the Access Property for pedestrian and vehicular access ("Access Easement"), and b) within the width of the Access Property, and to a depth of twenty (20) feet beneath the surface, for utility purposes consisting of the right to construct, enlarge, reconstruct, remove, replace, operate, inspect, maintain, repair, improve, and relocate, one or more pipelines, conduits, and other facilities (collectively, the "Utilities"), to the pipeline(s) and/or conduit(s), together with the right of access and ingress and egress over the Access Property for the purpose of exercising the rights granted herein (the "Utilities Easement"), in, on, over, under, upon, along, through and across the Access Property. The Access Easement and the Utilities Easement are sometimes hereafter collectively referred to as the "Joint Easement". Grantee shall be entitled to use the Utilities Easement for any utility purpose, expressly including, but not limited to, the transportation and distribution of potable and non-potable water, sewage, gas, energy, cable, and telecommunications.

2. <u>Modification of Easement.</u> Grantor reserves the right to modify the Access Property depicted and described in Exhibit B by removing Washington Street depicted and described as Parcels 1, 2, 3, 4A and 9 upon vacation of Washington Street by the City of Stockton and maintaining aforesaid parcels as a private street. Concurrently, upon vacation of the aforesaid parcels, Grantor shall provide continuous, direct access to the RCC Property via Navy Drive depicted and described as Parcels 6, 7, 8, 9, 10, and such portion of Parcel 2 as is necessary to provide continuous, direct access from Parcel 8 to Parcel 9. Grantor may control the access to the RCC Property by placing a guard station on Navy Drive; provided, however, a) that Grantor shall permit ingress and egress through such guard station 1) during Grantee's normal business hours to Grantee's customers and employees, and 2) on a twenty-four (24) hour/seven (7) day basis to Grantee's executives, management, and to such employees and customers as Grantee may authorize and designate from time to time, and b) that in the event Grantor is ever permitted to do so by the U.S. Coast Guard, Grantor shall not include the RCC Property within a "Transportation Worker Identification Credential (TWIC)" restricted area.

3. <u>Character of Easement</u>. The Joint Easement granted herein shall be appurtenant to the RCC Property.

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4. <u>Term of Easement</u>. The Joint Easement granted herein shall be perpetual.

5. <u>Grantee Obligations</u>. Promptly following the performance of any enlargement, construction, reconstruction, removal, replacement, operation, inspection, maintenance, repair, improvement, or relocation of any of the Utilities, Grantee shall restore, or cause to be restored, the surface of the Joint Easement to its condition as of the commencement of such work, which restoration shall be performed with due diligence and dispatch.

6. <u>Grantor Obligations</u>.

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- A) <u>Continuing Use</u>. Grantor shall retain the right to use the Access Property for any surface access and subsurface utility purpose, except any use that would prevent, diminish, or inhibit Grantee's full enjoyment and use of the Joint Easement. Without limiting the foregoing, Grantor expressly agrees that no trees shall be planted in the Joint Easement, and no buildings or other structures of any kind shall be placed, constructed, or maintained on or over the Joint Easement. Subject to the limitations contained herein, it is expressly understood that any use of the surface by Grantor and Grantor's successors and assigns shall be deemed a continuing permissive use allowed by Grantee, and each successor-in-interest of Grantor, by acceptance of a conveyance of the Access Property or an interest therein shall be deemed to acknowledge and agree that any such use constitutes a continuing permissive use.
- B) <u>Maintenance/Repair</u>. Except to the extent of Grantee's obligations under Paragraph 4, above, Grantor shall repair and maintain the Joint Easement at its sole cost and expense, and with due diligence and dispatch, unless such repairs or maintenance become necessary, due to the willful misconduct or gross negligence of Grantee, in which event Grantor shall be entitled to bill, and Grantee shall be obligated to pay within thirty (30) days of being tendered, for all reasonable costs and expenses of repair.
- C) <u>Title Insurance Policy</u>. Grantor shall provide, at its sole cost, to Grantee a Policy of Title Insurance insuring Grantee's fee and leasehold title to the RCC Property, with a 103.7 modified access endorsement reflecting Grantee's rights in the Joint Easement as granted pursuant to this Agreement ("Title Policy"). The Title Policy shall be issued by Old Republic Title Company of Stockton, California. The Title Policy shall insure Grantee's interest in the policy amount of \$1,000,000.00, in the form of an ALTA Extended Owner's Title Policy, based on the ALTA Survey prepared by Dillon and Murphy, Consulting Civil Engineers of Lodi, California, dated June 17, 2008. Old Republic Title Company, through its senior underwriter, Steve Johnson, has agreed to issue such Policy for a premium payment of \$2,642.00.

7. <u>Access</u>. Grantee's rights of access for utilities and ingress and egress granted in Paragraph 1, above, shall be in effect on a 24 hours/7days per week/365 days per year basis.

8. <u>Compliance with Section 1468</u>. The provisions of this Agreement are intended to satisfy the provisions of Section 1468 of the California Civil Code and thereby establish covenants running with the land binding upon the owners of the RCC Property and the Access Property and respective successors, assignees, transferees, and lessees. Consequently, the parties further agree that:

- A) The RCC Property is benefitted, and the Access Property is burdened, by the covenants of Grantor set forth in this Agreement;
- B) Despite any provision to the contrary in this Agreement, all references in this Agreement to Grantor shall be deemed to refer to Grantor or to its successors in title to the Access Property. Despite any provision to the contrary in this Agreement, all references in this Agreement to Grantee shall be deemed to refer to Grantee or to its successors in title to the RCC Property. The successors and assigns of Grantor, as owner of the Access Property, are bound, and the successors and assigns of Grantee, as owners of the RCC Property, are benefitted, by this Agreement:
- C) The provisions of this Agreement relate to the use, repair, maintenance or improvement of, or payment of taxes and assessments on, all or a portion of the RCC Property; and
- D) This Agreement shall be duly recorded with the County Recorder of San Joaquin County, California.

9. <u>Indemnity</u>. Grantor shall indemnify and hold harmless Grantee from and against any and all claims and liens arising out of any act or failure to act of Grantor or its authorized agents, as a result of its activities in or related to the Joint Easement.

10. <u>Amendment/Modification</u>. This Grant may be amended or modified only by a written instrument executed and acknowledged by the parties or their successors-in-interest and recorded in the Official Records of San Joaquin County, California.

11. <u>Notice</u>. All notices, consents, approvals, requests and other communications required or permitted by the terms hereof shall be in writing, and shall be deemed to have been duly given (a) when delivered personally, (b) when telecopied (and confirmed) or (c) if delivered otherwise, when actually received, and addressed as follows:

If to Grantor: The Stockton Port District Attn: A. Richard Aschieris Port Director 2201 W. Washington Street P.O. Box 2089 Stockton, CA 95201

If to Grantee: Riverside Cement Company Attn: Barry M. Bone Vice President – Real Estate 1341 W. Mockingbird Lane Dallas, TX 75247

From time to time, either party hereto may designate a new address for purposes of notice hereunder by giving notice to the other party.

Access Easement Agreement 003 R475-015 - 466999.1

Applicable Law. This Agreement shall be construed in accordance with the laws 12. of the State of California.

Severability. Any provision of this Agreement adjudicated by a court of 13. competent jurisdiction to be invalid or unenforceable for any reason shall be ineffective to the extent of such prohibition or invalidity but shall not invalidate or otherwise render invalid or unenforceable any remaining provisions of this Agreement.

Plurals. Unless the context requires a contrary construction, the singular shall 14. include the plural and the masculine, feminine and neuter shall each include the masculine, feminine and neuter.

Binding Effect. This Agreement shall be binding on and shall inure to the benefit 15. of the successors and assigns of Grantor and Grantee.

Attorney's Fees. If any legal action or proceeding arising out of or relating to this 16. Agreement is brought by either party to this Agreement, the prevailing party shall be entitled to receive from the non-prevailing party, in addition to any other relief which may be granted, reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding.

Entire Agreement. This Agreement constitutes the entire agreement between 17. Grantor and Grantee relating to the Joint Easement. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. Any amendment to this Agreement shall be of no force or effect unless it is writing and signed by Grantor and Grantee.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the date first set forth above.

GRANTOR The Stockton Port District, a public corporation created for municipal purposes

in By:

A. Richard Aschieris Port Director

GRANTEE Riverside Cement Company, a California general partnership

By:

Barry M/Bone Vice President - Real Estate

Access Ensertent Agreement 003 R475-015 -- 466999 1

C Attachment F

APPROVED AS TO FORM:

Michael M=Grav Counsel for Port

Access Easement Agreement 003 R475-015 - 466999-1

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· ()	C Attachment F
State of 10×05	
County of Dallas	
On Mayll, 2010, before me, 1	teather O'Maras
a Notary Hublic in and for said Co Barry M Bone - Uice P	Cochel - P-15
subscribed to the within instrument and acknowled	ence to be the person(s) whose name(s) is/are
In missiners men authorized capacity (les), and that t	by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the	e 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.

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HEATHER O'MARA Notary Public Stats of Texas Commission Expires enathre SEPTEMBER 21, 2012

State of <u>California</u> County of <u>San Joaquin</u>

On	July	26	,	2010,	before	me,	Maria	$a - C_1$	Por	17	
я	Notary .	Public	m	and	for	said	County	and	State,	personally	appeared
·	Richa	cc As	sch	ieci	<u>í</u>						E-1

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

10 6 Peics MARIA G. PEREZ Signature (Seal) Commission # 1690034 Notary Public - California San Joaquin County

My Comm. Expires Aug 27, 2010

Easement Agreement (200 R475-015 -- 295574,1 R475-015 -- 466999,1 ι

#### EXHIBIT "A"

#### RCC PROPERTY

The land referred to herein is situated in the City of Stockton, County of San Joaquin, State of California, described as follows:

# I. <u>FEE PARCEL</u> (APN: 145-020-12)

A portion of that certain Tract of land situated in Section 8, Township 1 North, Range 6 East, Mount Diablo Base and Meridian, being a portion of the lands formerly owned by the United States of America, as recorded in Vol. 760 of Official Records, page 249, San Joaquin County Records, according to the Official Plat thereof, and being more particularly described as follows:

Parcel "A", as shown upon that certain Parcel Map filed for record February 29, 1988 in Book 15 of Parcel Maps, Page 142, San Joaquin County Records.

EXCEPT THEREFROM unto the United States of America, in accordance with Executive Order 9908, approved on December 5, 1947 (12 F.R. 8223), all uranium, thoriu, and all other materials determined pursuant to Section 5(B) (1) of the Atomic Energy Act of 1946 (60 Stat. 761), to be peculiarly essential to the production of fissionable material, contained in whatever concentration, in deposits in the lands, for the use of the Unites States, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine and remove the same, as reserved in the Deed from the United States of America, to S. M. McGaw Company, recorded January 30, 1950 in Book 1242, page 225, Official Records.

# II. LEASEHOLD PARCEL (WAREHOUSE) (APN: 145-020-07)

All that portion of Section 8, Township 1 North, Range 6 East, Mount Diable Base and Meridian, being a portion of the lands formerly owned by the United States of America, as recorded in Vol. 760 of Official Records, page 249, San Joaquin County Records, and being more particularly described as follows:

Parcel "C", as shown upon that certain Parcel Map filed for record February 29, 1988 in Book 15 of Parcel Maps, Page 142, San Joaquin County Records.

### III LEASEHOLD PARCEL (APN: 145-020-13)

Parcel B, as shown upon that certain Parcel Map filed for record February 29, 1988 in Book 15 of Parcel Maps, Page 142, San Joaquin County Records.

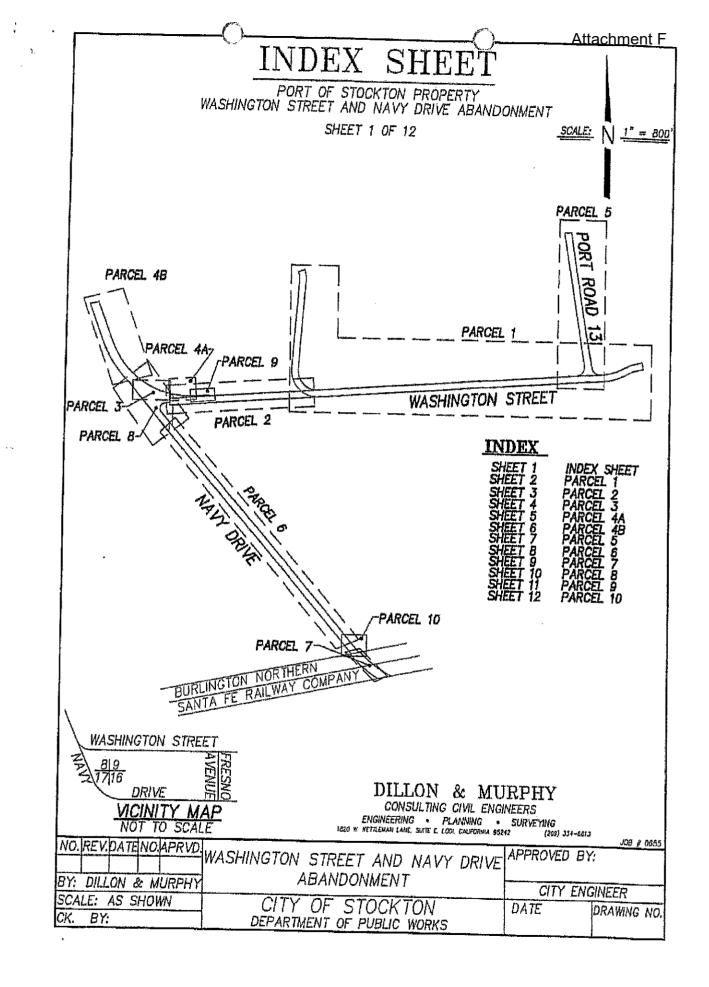
Access Essement Agreement 003 R475-015 - 466999.1

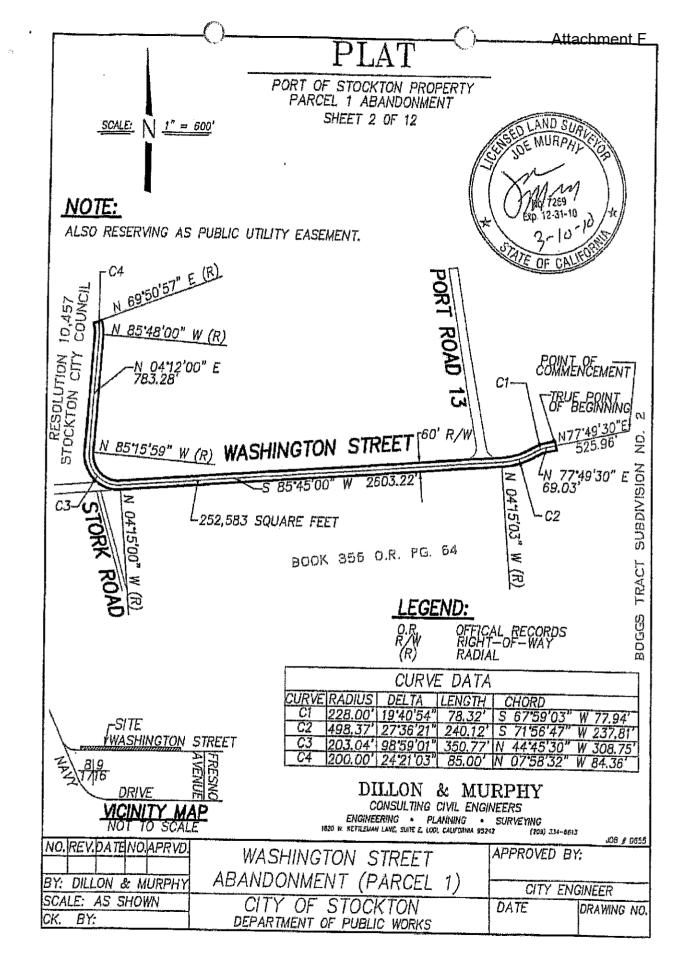
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EXHIBIT "B"

# EXHIBIT "B" ACCESS PROPERTY

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#### LEGAL DESCRIPTION WASHINGTON STREET ABANDONMENT (PARCEL 1)

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

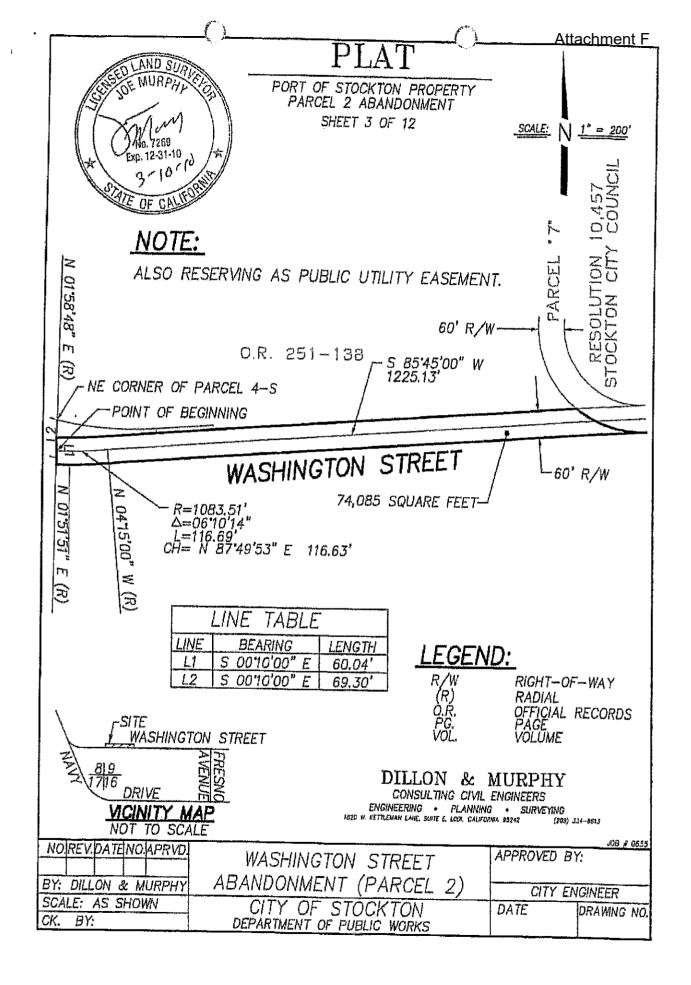
THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY, WHICH LIES WITHIN PARCELS E3, E4 AND E5 AS DESCRIBED IN INDENTURE RECORDED APRIL 7, 1932 IN BOOK 356, PAGE 64, OFFICIAL RECORDS.

A STRIP OF LAND SIXTY (60) FEET IN WIDTH, LYING THIRTY (30) FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF BOGGS TRACT SUBDIVISION NO. 2 AND THE CENTERLINE OF WASHINGTON STREET, AS SAID WEST LINE OF BOGGS TRACT AND CENTERLINE OF WASHINGTON STREET ARE SO DESIGNATED AND DELINEATED ON THAT CERTAIN MAP ENTITLED "MAP OF BOGGS TRACT, SUBDIVISION NO. 2" FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY ON OCTOBER 4, 1923; THENCE SOUTH 77°49'30" WEST 525.96 FEET; TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 77°49'30" WEST 69.03 FEET; THENCE ON A CURVE TO THE LEFT, HAVING A RADIUS OF 228.00 FEET, A CENTRAL ANGLE OF 19°40'54", AN ARC LENGTH OF 78.32 FEET, A CHORD BEARING OF SOUTH 67°59'03" WEST, A CHORD DISTANCE OF 77.94 FEET TO A POINT OF REVERSE CURVE; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 498.37 FEET A CENTRAL ANGLE OF 27°36'21", AN ARC LENGTH OF 237.81 FEET; THENCE SOUTH 85°45'00" WEST 2603.22 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 203.04 FEET A CENTRAL ANGLE OF 98°59'01", AN ARC LENGTH OF 350.77 FEET, A CHORD BEARING OF NORTH 44°45'30" WEST, A CHORD LENGTH OF 308.75 FEET; THENCE NORTH 4°12'00" EAST 783.28 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 200 FEET A CENTRAL ANGLE OF 24°21'03", AN ARC LENGTH OF 85.00 FEET, A CHORD BEARING OF NORTH 07°58'32" WEST, A CHORD LENGTH OF 84.36 FEET, CONTAINING 252,583 SQUARE FEET MORE OR LESS.

ALSO RESERVING AS PUBLIC UTILITY EASEMENT.





#### LEGAL DESCRIPTION WASHINGTON STREET ABANDONMENT (PARCEL 2)

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

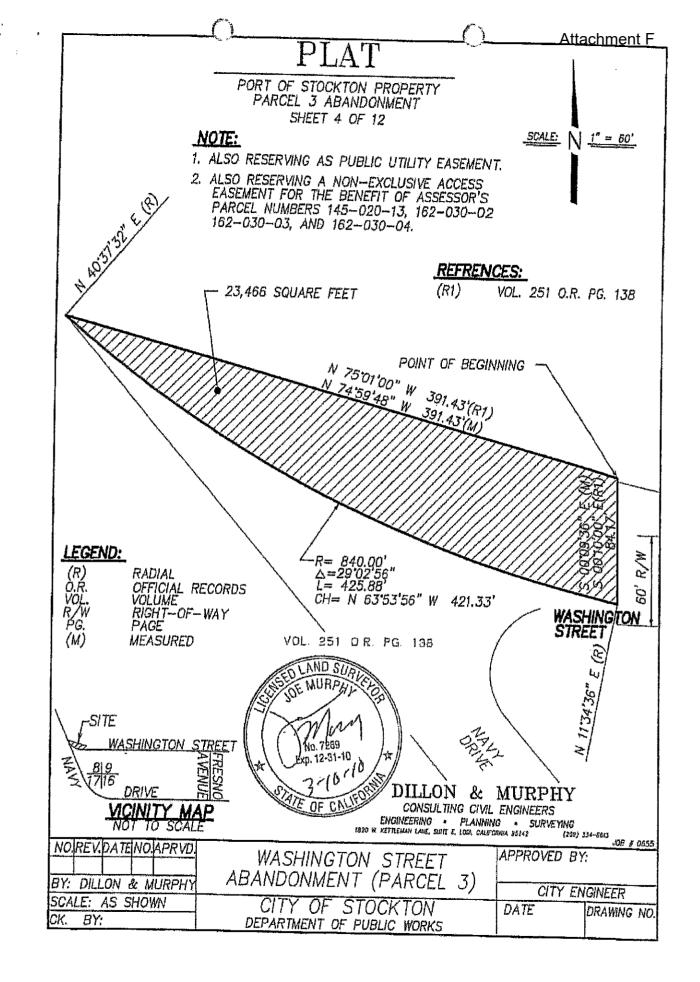
A STRIP OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, BEING SIXTY (60) FEET IN WIDTH LYING THIRTY (30) FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE EASTERLY BOUNDARY OF THE PROPERTY KNOWN AS "PARCEL 4-S" WHICH WAS DEEDED BY FRANK S. BOGGS TO THE CITY OF STOCKTON, AND RECORDED IN BOOK OF OFFICIAL RECORDS VOL. 251, PAGE 138, SAN JOAQUIN COUNTY RECORDS, WHICH SAID POINT OF BEGINNING BEARS SOUTH 0°10'00" EAST 69.30 FEET FROM THE NORTHEAST CORNER OF SAID "PARCEL 4-S"; THENCE EASTERLY ON A CURVE TO THE LEFT HAVING A RADIUS OF 1,083.51 FEET, A CENTRAL ANGLE OF 06°10'14", AN ARC LENGTH OF 116.69 FEET, A CHORD BEARING OF NORTH 87°49'53" EAST, A CHORD DISTANCE OF 116.63 FEET; AND WHOSE TANGENT BEARS SOUTH 89°05'00" EAST FROM SAID POINT OF BEGINNING; THENCE NORTH 85°46'00" EAST, A DISTANCE OF 1,225.13 FEET TO A POINT DESCRIBED IN PARCEL "7" OF RESOLUTION NO. 10.457 OF THE STOCKTON CITY COUNCIL AS THE BEGINNING OF A CURVE HAVING A RADIUS OF 203.04 FEET, CONTAINING 74,085 SQUARE FEET MORE OR LESS.

ALSO RESERVING AS PUBLIC UTILITY EASEMENT.



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#### LEGAL DESCRIPTION WASHINGTON STREET ABANDONMENT (PARCEL 3)

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

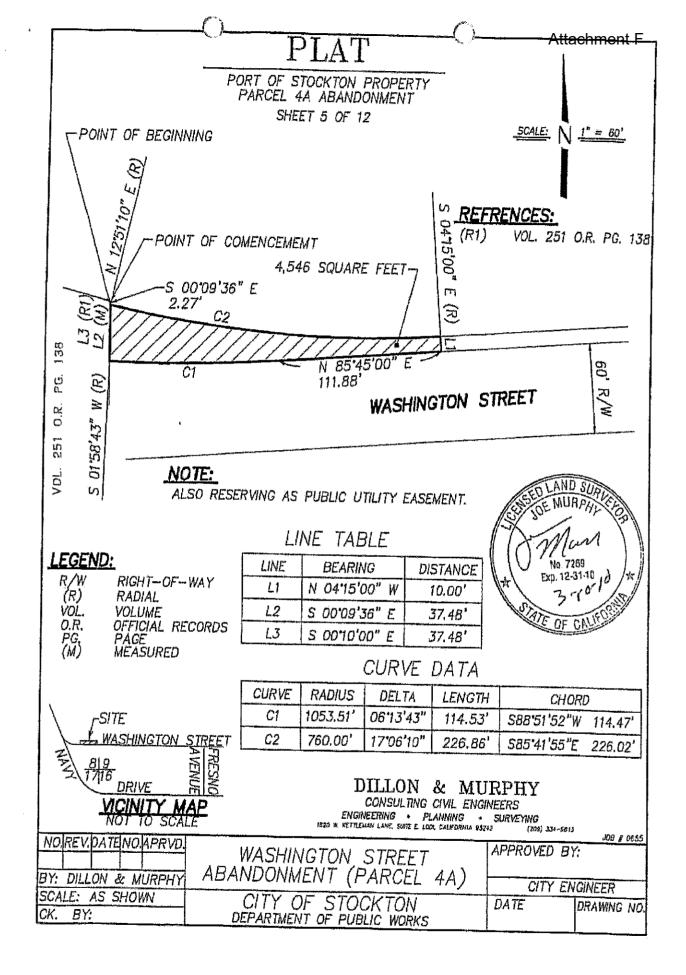
BEGINNING AT THE NORTHEAST CORNER OF THAT CERTAIN TRACT OF LAND CONTAINING 99.00 ACRES LOCATED IN SECTIONS 8 AND 17 OF TOWNSHIP 1 NORTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, AND DESCRIBED AS PARCEL NO. 4-S IN DEED OF FRANK S. BOGGS, TO CITY OF STOCKTON, (FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA, IN BOOK OF OFFICIAL RECORDS, VOL. 251, PAGE 138, SAN JOAQUIN COUNTY RECORDS) AND RUNNING THENCE SOUTH 0°10'00" EAST ALONG THE EASTERLY LINE OF SAID 99 ACRE TRACT OF LAND A DISTANCE OF 84.17 FEET TO A POINT; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 840.0 FEET , A CENTRAL ANGLE OF 29°02'56", AN ARC LENGTH OF 425.88 FEET, A CHORD BEARING OF NORTH 63°53'56" WEST, A CHORD LENGTH OF 421.33 FEET TO A POINT ON THE NORTHERLY LINE OF SAID 99 ACRE TRACT; THENCE SOUTH 75°01'00" EAST ALONG THE NORTHERLY LINE OF SAID 99 ACRE TRACT A DISTANCE OF 391.43 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 23,466 SQUARE FEET.

ALSO RESERVING AS PUBLIC UTILITY EASEMENT.

ALSO RESERVING A NON-EXCLUSIVE ACCESS EASEMENT FOR THE BENEFIT OF ASSESSOR'S PARCEL NUMBERS 145-020-13, 162-030-02, 162-030-03, AND 162-030-04.



c:\0655\LD Parcel 3 031010



#### LEGAL DESCRIPTION WASHINGTON STREET ABANDONMENT (PARCEL 4A)

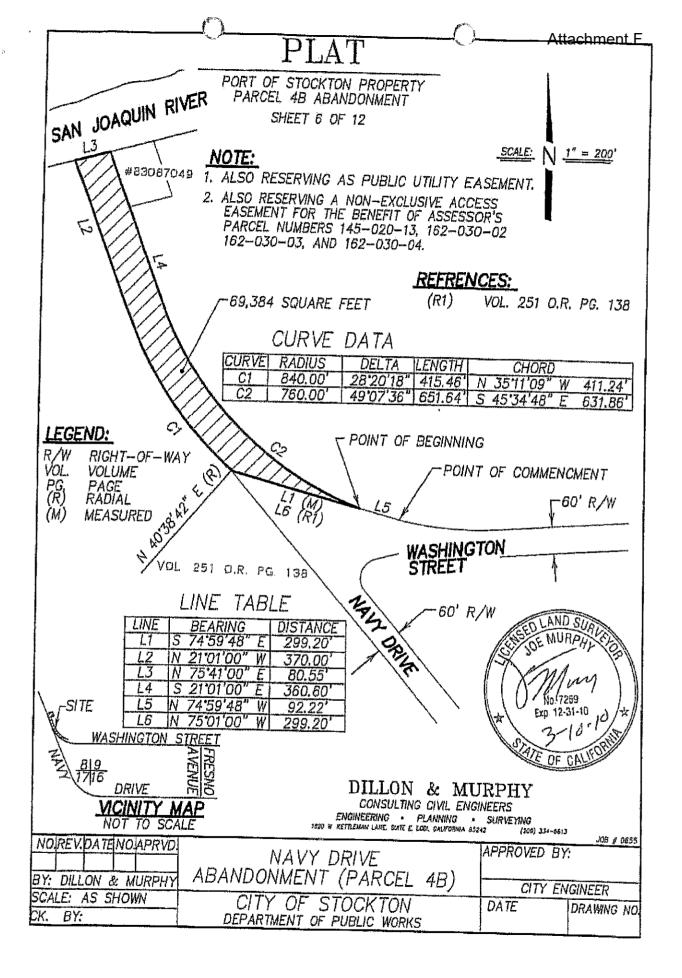
ALL THAT CERTAIN REAL PROPERTY IN THE CITY OF STOCKTON, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THAT CERTAIN TRACT OF LAND CONTAINING 99.00 ACRES LOCATED IN SECTIONS 8 AND 17 OF TOWNSHIP 1 NORTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, AND DESCRIBED AS PARCEL NO. 4-S IN DEED OF FRANK S. BOGGS TO CITY OF STOCKTON (FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY RECORDS, CALIFORNIA, IN BOOK OF OFFICIAL RECORDS, VOL. 251, PAGE 138, SAN JOAQUIN COUNTY RECORDS.) AND RUNNING THENCE SOUTH 0°09'36" EAST ALONG THE EASTERLY LINE OF SAID 99 ACRES TRACT A DISTANCE OF 2.27 FEET TO A POINT; SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUING SOUTH O"09'36" EAST ALONG THE EASTERLY LINE OF SAID 99 ACRE TRACT A DISTANCE OF 37.48 FEET TO A POINT; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1053.51 FEET, A CENTRAL ANGLE OF 06°13'43", AN ARC LENGTH OF 114.53 FEET, A CHORD BEARING OF NORTH 88°51'52" EAST, A CHORD LENGTH OF 114.47 FEET; THENCE NORTH 85°45'00" EAST, A DISTANCE OF 111.88 FEET; THENCE NORTH 04º15'00" WEST 10.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 760.0 FEET, A CENTRAL ANGLE OF 17 ºO6'10", AN ARC LENGTH OF 226.86 FEET, A CHORD BEARING OF NORTH 85°41'55" WEST, CHORD LENGTH OF 226.02 FEET TO THE POINT OF BEGINNING, CONTAINING 4,546 SQUARE FEET.

ALSO RESERVING AS PUBLIC UTILITY EASEMENT.



c:\0655\LD Parcel 4A 031010



#### LEGAL DESCRIPTION NAVY DRIVE ABANDONMENT (PARCEL 4B)

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

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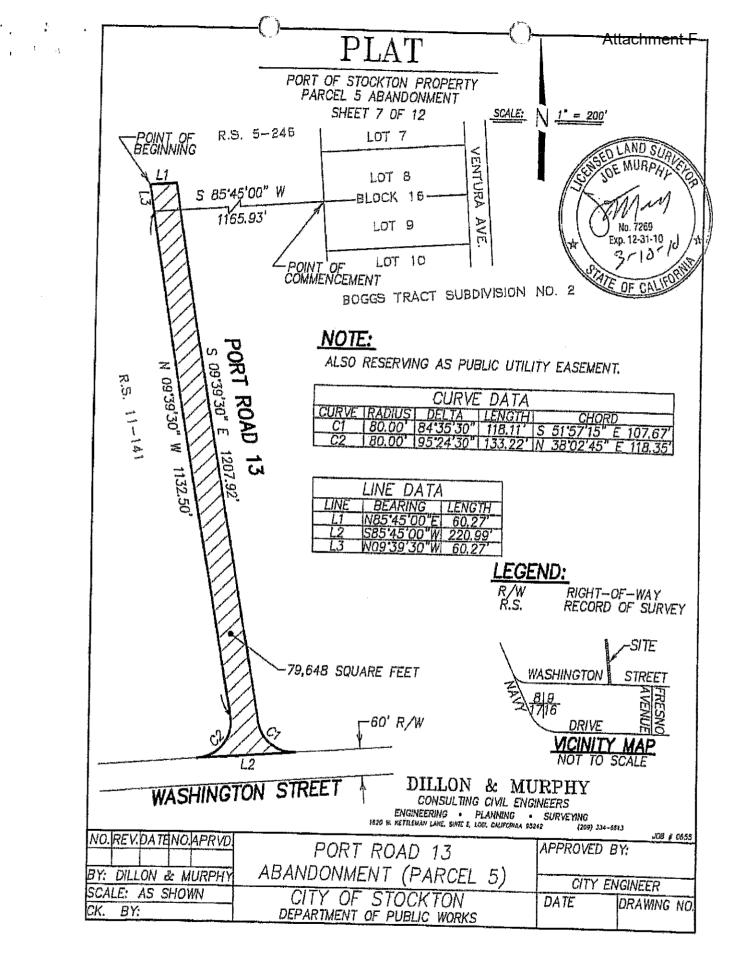
COMMENCING AT THE NORTHEAST CORNER OF THAT CERTAIN TRACT OF LAND CONTAINING 99.00 ACRES LOCATED IN SECTIONS 8 AND 17 OF TOWNSHIP 1 NORTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN AND DESCRIBED AS PARCEL NO. 4-S IN DEED OF FRANK S. BOGGS TO CITY OF STOCKTON (FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY RECORDS, CALIFORNIA, IN BOOK OF OFFICIAL RECORDS, VOL. 251, PAGE 138, SAN JOAQUIN COUNTY RECORDS) AND RUNNING THENCE NORTH 74°59'48" WEST ALONG THE NORTHERLY LINE OF SAID 99 ACRE TRACT A DISTANCE OF 92.22 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUING NORTH 74°59'48" WEST ALONG THE NORTHERLY LINE OF SAID 99 ACRE TRACT A DISTANCE OF 299.20 FEET TO A POINT; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 840.0 FEET, A CENTRAL ANGLE OF 28°20'18", AN ARC LENGTH OF 415.46 FEET, A CHORD BEARING OF NORTH 35°11'09" WEST, A CHORD LENGTH OF 411.24 FEET; THENCE NORTH 21º01'00" WEST A DISTANCE OF 370.0 FEET, TO A POINT ON THE SOUTHERLY BANK OF THE SAN JOAQUIN RIVER AT THE WATERS EDGE; THENCE NORTH 75°41'00" EAST ALONG SAID WATERS EDGE A DISTANCE OF 80.55 FEET TO A POINT; THENCE SOUTH 21"01'DO" EAST A DISTANCE OF 360.60 FEET TO A POINT; THENCE SOUTHEASTERLY FOLLOWING THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 760.0 FEET, A CENTRAL ANGLE OF 49º07'36", AN ARC LENGTH OF 651.64 FEET, A CHORD BEARING OF SOUTH 45°34'48" EAST, A CHORD LENGTH OF 631.86 FEET TO THE POINT OF BEGINNING, CONTAINING 69,384 SQUARE FEET MORE OR LESS.

ALSO RESERVING AS PUBLIC UTILITY EASEMENT.

ALSO RESERVING A NON-EXCLUSIVE ACCESS EASEMENT FOR THE BENEFIT OF ASSESSOR'S PARCEL NUMBERS 145-020-13, 162-030-02, 162-030-03, AND 162-030-04.



c:\0655\LD Parcel 48 031010





#### LEGAL DESCRIPTION PORT ROAD 13 ABANDONMENT (PARCEL 5)

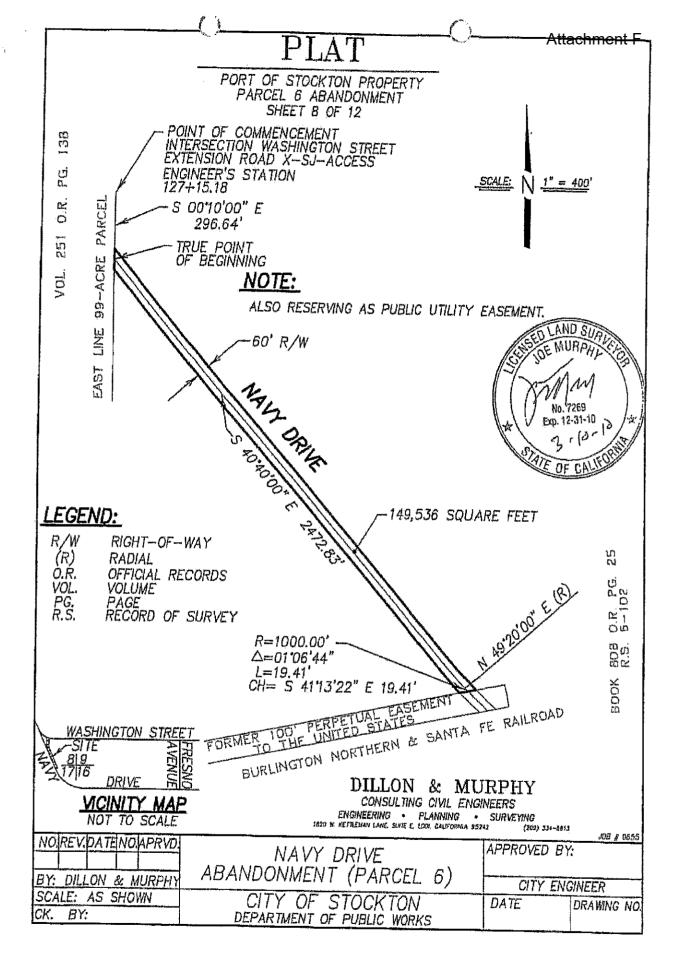
ALL THAT CERTAIN REAL PROPERTY IN THE CITY OF STOCKTON, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT A STEEL AXLE SET IN CONCRETE AT THE SOUTHWEST CORNER OF LOT 8 AS SHOWN ON THAT CERTAIN MAP FILED FOR RECORD IN BOOK 6 OF SURVEY PAGE 246, SAN JOAQUIN COUNTY RECORDS; THENCE SOUTH 85°45'00" WEST 1166.93 FEET; THENCE NORTH 09°39'30" WEST 60.27 FEET TO THE POINT OF BEGINNING; THENCE NORTH 85°45'00" EAST 60.27 FEET; THENCE SOUTH 09°39'30" EAST 1207.92 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 80.00 FEET, A CENTRAL ANGLE OF 84°35'30", AN ARC LENGTH OF 118.11 FEET, A CHORD BEARING OF SOUTH 51°67'16" EAST, AND A CHORD LENGTH OF 107.67 FEET SAID POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF WASHINGTON STREET; THENCE SOUTH 85°45'00" WEST 220.99 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 80.00 FEET, A CENTRAL ANGLE OF 95°24'30", AN ARC LENGTH OF 133.22 FEET, A CHORD BEARING OF NORTH 38°02'45" EAST, AND A CHORD LENGTH OF 118.35 FEET; THENCE NORTH 09°39'30" WEST 1192.77 FEET TO THE POINT OF BEGINNING, CONTAINING 79,648 SQUARE FEET ACRES MORE OR LESS.

ALSO RESERVING AS PUBLIC UTILITY EASEMENT.



Y:DMDOC\0665\LD PARCEL 5B Port Rd 13 March 10, 2010



#### LEGAL DESCRIPTION NAVY DRIVE ABANDONMENT (PARCEL 6)

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

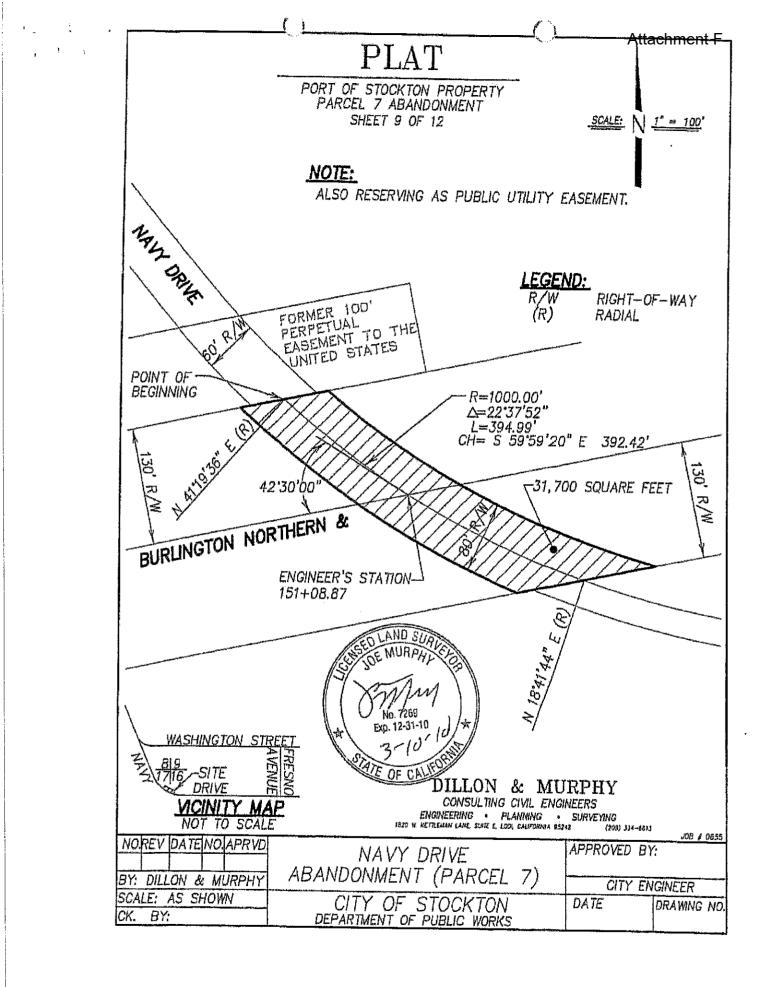
A STRIP OF LAND 60 FEET IN WIDTH LYING 30 FEET ON EACH SIDE OF A CENTERLINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF THE DEPARTMENT OF PUBLIC WORKS' SURVEY BETWEEN JUNCTION OF ROUTE 75 AND CHARTER WAY AND WASHINGTON STREET EXTENSION ROAD X-SJ-ACCESS, WITH THE EASTERLY LINE OF THE CERTAIN 99-ACRE PARCEL OF LAND DESCRIBED AS PARCEL NO. 4-S IN DEED RECORDED IN BOOK 251 OF OFFICIAL RECORDS, PAGE 138, SAN JOAQUIN COUNTY RECORDS, SAID INTERSECTION BEING ENGINEER'S STATION 127+ 15.18 OF SAID SURVEY AND BEARING SOUTH 0°10'00" EAST, 296.64 FEET ALONG SAID EASTERLY LINE FROM A CONCRETE MONUMENT WITH BRASS CAP MARKING THE NORTHEAST CORNER OF SAID 99-ACRE PARCEL SAID POINT ALSO KNOWN AS THE TRUE POINT OF BEGINNING; THENCE SOUTH 40°40" EAST 2472.83 FEET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1000 FEET, A CENTRAL ANGLE OF 01°06'44", AN ARC LENGTH OF 19.41 FEET, A CHORD BEARING SOUTH 41º13'22" EAST, A CHORD LENGTH OF 19.41 FEET TO THE NORTHERLY LINE OF 100-FOOT WIDE PARCEL OF LAND. THE SIDE LINES OF SAID STRIP OF LAND TO BE PROLONGED OR SHORTENED SO AS TO BEGIN IN THE EASTERLY LINE OF SAID 99-ACRE PARCEL AND END IN SAID NORTHERLY LINE OF SAID 100-FOOT WIDE PARCEL OF LAND, CONTAINING 149,536 SQUARE FEET MORE OR LESS.

ALSO RESERVING AS PUBLIC UTILITY EASEMENT.



c:\0655\LD Parcel 6 031010



#### LEGAL DESCRIPTION NAVY DRIVE ABANDONMENT (PARCEL 7)

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

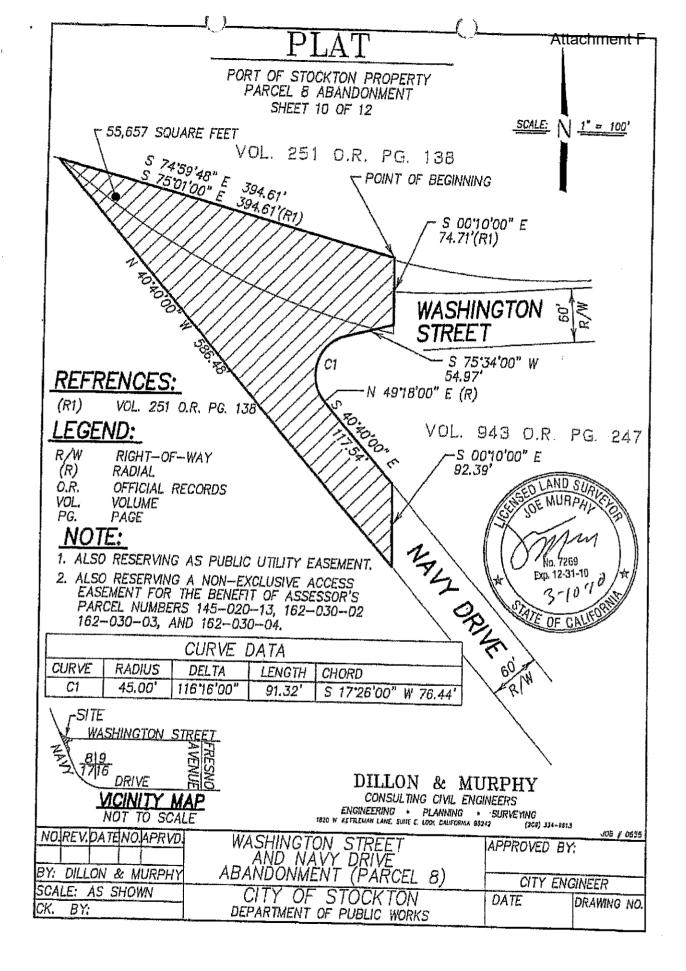
THAT CERTAIN CURVED STRIP OF LAND 80 FEET IN WIDTH IN STOCKTON, IN THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, IN THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, BEING A PORTION OF THE 260 FOOT RIGHT-OF-WAY OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY, THE CENTERLINE OF SAID STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE NAVY DRIVE AND THE NORTH RIGHT-OF-WAY LINE OF BURLINGTON AND SANTA FE RAILROAD HAVING A CURVE TO THE LEFT WITH A RADIUS OF 1000 FEET, A CENTRAL ANGLE OF 22°37'52", AN ARC LENGTH OF 394.99 FEET, A CHORD BEARING OF SOUTH 59°59'20" EAST, A CHORD DISTANCE OF 392.42 FEET AND EXTENDING ACROSS SAID RAILWAY RIGHT-OF-WAY, A TANGENT DRAWN TO SAID CURVED LINE AT THE POINT OF INTERSECTION WITH THE CENTERLINE OF SAID RAILWAY COMPANY'S MAIN LINE TRACT AT ENGINEER'S STATION 151+08.87 MAKING A NORTHWESTERLY ANGLE OF 42°30'00" WITH SAID MAIN LINE CONTAINING 31,700 SQUARE FEET MORE OR LESS.

ALSO RESERVING AS PUBLIC UTILITY EASEMENT.



c:\0655\LD Parcel 7 031010



#### LEGAL DESCRIPTION WASHINGTON ST AND NAVY DRIVE ABANDONMENT (PARCEL 8)

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

ALL THAT CERTAIN REAL PROPERTY, SITUATED WITHIN THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, BEING A PORTION OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THAT CERTAIN 99 ACRE PARCEL OF LAND DESCRIBED AS PARCEL NO. 4-S IN DEED RECORDED IN BOOK OF OFFICIAL RECORDS, VOLUME 251, PAGE 138, SAN JOAQUIN COUNTY RECORDS; THENCE SOUTH 00°10'00" EAST, ALONG THE EASTERLY LINE OF SAID 99 ACRE PARCEL, 74.71 FEET; THENCE SOUTH 75°34'00" WEST, 54.97 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 45 FEET, A CENTRAL ANGLE OF 116°16'00", AN ARC DISTANCE OF 91.32 FEET, A CHORD BEARING OF SOUTH 17°26'00" WEST, A CHORD DISTANCE OF 76.44 FEET TO A POINT ON THE NORTHWESTERLY EXTENSION OF THE NORTH LINE OF THAT CERTAIN 60 FOOT WIDE EASEMENT FOR HIGHWAY PURPOSES DESCRIBED IN DEED RECORDED IN BOOK OF OFFICIAL RECORDS, VOLUME 943, PAGE 247, SAN JOAQUIN COUNTY RECORDS, SAID POINT ALSO BEING A POINT IN THE NORTHERLY LINE OF NAVY DRIVE; THENCE SOUTH 40°40'00" EAST ALONG SAID NORTHWESTERLY EXTENSION 117.54 FEET TO A POINT ON THE EASTERLY LINE OF SAID 99 ACRE PARCEL, SAID POINT ALSO BEING THE NORTHWESTERLY CORNER OF SAID 60 FOOT WIDE EASEMENT; THENCE SOUTH 0º 10'00" EAST ALONG THE EASTERLY LINE OF SAID 99 ACRE PARCEL 92.39 FEET TO THE SOUTHWESTERLY CORNER OF SAID 60 FOOT WIDE EASEMENT, SAID SOUTHWESTERLY CORNER ALSO BEING A POINT ON THE SOUTHERLY LINE OF NAVY DRIVE; THENCE NORTH 40º40'00" WEST ALONG SAID

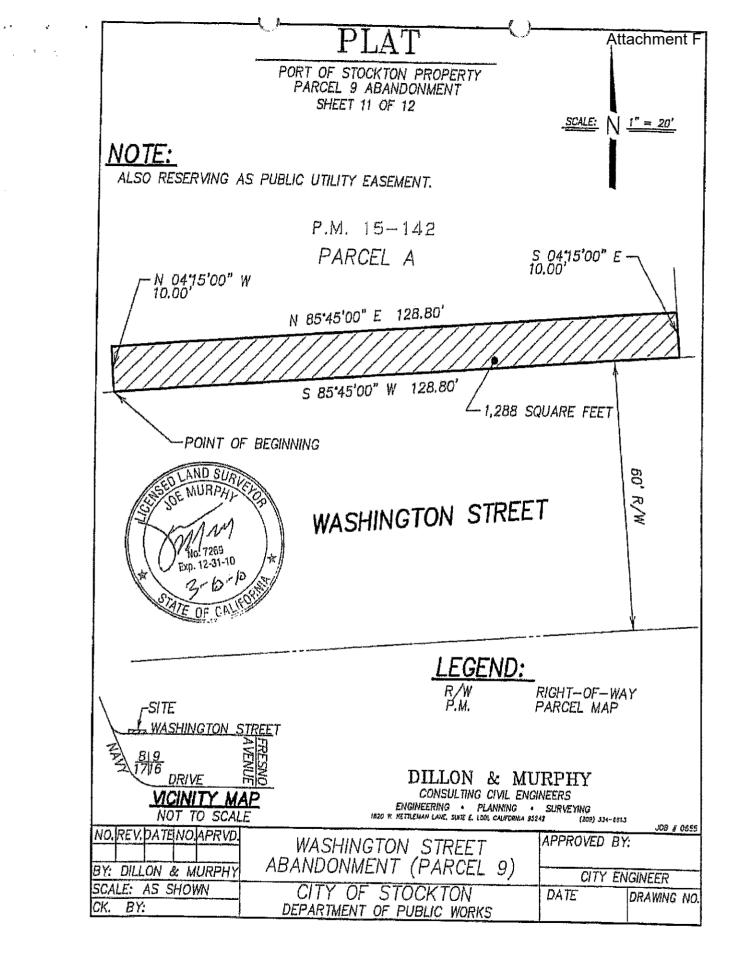
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SOUTHERLY LINE OF NAVY DRIVE 586.48 FEET TO A POINT ON THE NORTH LINE OF SAID 99 ACRE PARCEL; THENCE ALONG SAID NORTH LINE, SOUTH 75°01'00" EAST 394.61 FEET TO THE HEREINBEFORE MENTIONED POINT OF BEGINNING, CONTAINING 55,657 SQUARE FEET ACRES MORE OR LESS.

ALSO RESERVING AS PUBLIC UTILITY EASEMENT.

ALSO RESERVING A NON-EXCLUSIVE ACCESS EASEMENT FOR THE BENEFIT OF ASSESSOR'S PARCEL NUMBERS 145-020-13, 162-030-02, 162-030-03, AND 162-030-04.





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#### LEGAL DESCRIPTION WASHINGTON STREET ABANDONMENT (PARCEL 9)

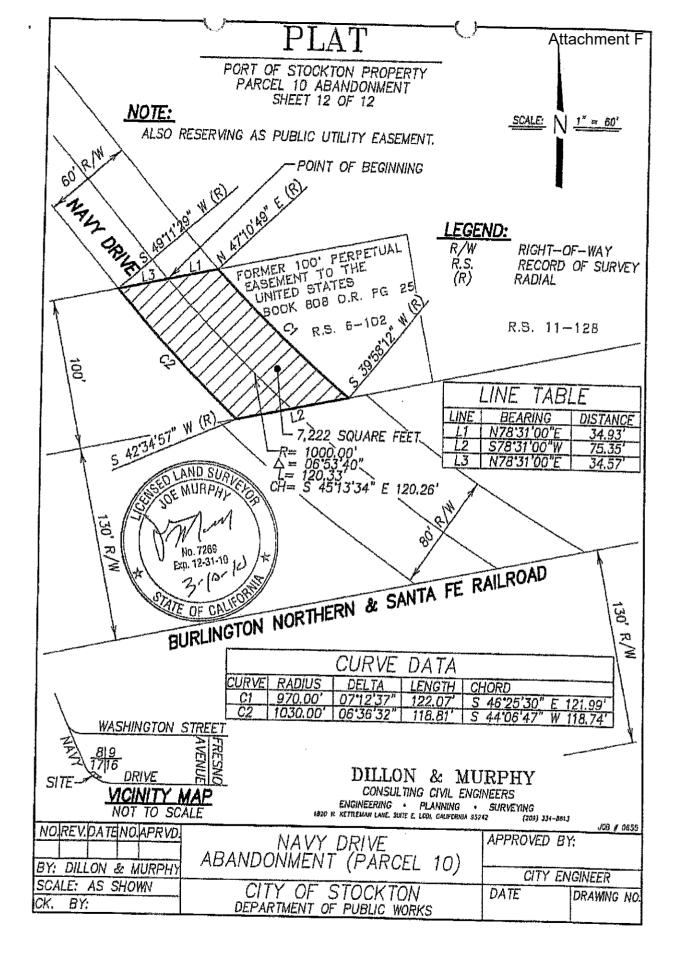
ALL THAT CERTAIN REAL PROPERTY IN THE CITY OF STOCKTON, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT CERTAIN 10 FOOT STRIP DEPICTED ON MAP FILED FEBRUARY 29, 1988 IN BOOK 15 OF PARCEL MAPS AT PAGE 142, SAN JOAQUIN COUNTY RECORDS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1 1/4" PIPE AS SHOWN ON BOOK 15 OF PARCEL MAPS AT PAGE 142, SAN JOAQUIN COUNTY RECORDS; THENCE NORTH 04°15'00" WEST 10.00 FEET; THENCE NORTH 85°45'00" EAST 128.80 FEET; THENCE SOUTH 04°15'00" EAST 10.00 FEET; THENCE SOUTH 85°45'00" WEST 128.80 FEET TO THE POINT OF BEGINNING, CONTAINING 1,288 SQUARE FEET MORE OR LESS.

ALSO RESERVING AS PUBLIC UTILITY EASEMENT.





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#### LEGAL DESCRIPTION NAVY DRIVE ABANDONMENT (PARCEL 10)

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

THAT PORTION OF NAVY DRIVE, SHOWN AS "CHARTER WAY" ON RECORD OF SURVEY, FILED DECEMBER 19, 1961 IN MAP BOOK 11 OF RECORDS OF SURVEY, PAGE 128, OFFICIAL RECORDS, LYING WITHIN THE FORMER 100 FOOT PERPETUAL EASEMENT TO THE UNITED STATES, RECORDED DECEMBER 2, 1942 IN BOOK 808, PAGE 25, OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF NAVY DRIVE AND THE NORTH LINE OF THE FORMER 100 FOOT PERPETUAL EASEMENT TO THE UNITED STATES, RECORDED DECEMBER 2, 1942 IN BOOK 808, PAGE 25, OFFICIAL RECORDS; THENCE NORTH 78°31'00" EAST 34.93 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 970 FEET, A CENTRAL ANGLE OF 7°12'37", AN ARC LENGTH OF 122.07 FEET, A CHORD BEARING OF SOUTH 46°25'30" EAST, A CHORD DISTANCE OF 121.99 FEET; THENCE SOUTH 78°31'00" WEST 75.35 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1030.00 FEET, A CENTRAL ANGLE OF 6°36'32", AN ARC LENGTH OF 118.81 FEET, A CHORD BEARING OF NORTH 44°06'47" WEST, A CHORD DISTANCE OF 118.74 FEET; THENCE NORTH 78°31'00" EAST 34.57 FEET TO THE POINT OF BEGINNING, CONTAINING 7,222 SQUARE FEET MORE OR LESS.

ALSO RESERVING AS PUBLIC UTILITY EASEMENT.



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