

Resolution No. **2020-06-23-1104**

## **STOCKTON CITY COUNCIL**

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### **RESOLUTION AUTHORIZING THE DISPOSITION OF MULTIPLE CITY-OWNED PROPERTIES LOCATED ALONG WASHINGTON STREET**

The City owns APNs: 137-330-08, 137-330-09; 137-330-10, 137-330-11, 137-330-12, 137-330-13, 137-330-14, 137-330-15, 137-330-16, 137-330-17, 137-330-18, 137-330-19, 137-330-01, 137-330-02, 137-330-03, 137-330-04, 137-330-20, 137-360-24, 137-360-26, 137-360-27, 137-360-28, and 137-360-39; and

Stockton Unified School District, a California public school district, (the "Developer") has submitted a proposal which includes the development of a centralized administrative complex for the District; and

The Developer's proposal includes properties owned by the City of Stockton; and

The City and the Developer entered into a 180-day Exclusive Negotiating Rights Agreement to negotiate the terms of the purchase; and

The disposition of the subject property will allow it to serve a useful purpose and provide revenue to the City; and

The Community Development Department has determined that this action/project is exempt from the requirements of the California Environmental Quality Act (CEQA) and is granted a "Categorical Exemption" per CEQA Guidelines by section 15061(B)(3); now, therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:**

1. The City Manager Authorizing the filing of Notice of Exemption No. 19-20 under the California Environmental Quality Act (CEQA) for the disposition of real property for parcels which make up the Washington Street properties, a copy of which is attached as Exhibit 1 and incorporated by reference.

2. In accordance with section 65402 of the Government Code, this action has been determined to conform to the City's General Plan Policy Document, as amended.

3. The City is hereby authorized to sell and convey to Stockton Unified School District 22 City-owned parcels that make up the Washington Street properties ("Property"), APN's 137-330-08, 137-330-09; 137-330-10, 137-330-11, 137-330-12, 137-330-13, 137-330-14, 137-330-15, 137-330-16, 137-330-17, 137-330-18, 137-330-19, 137-330-01, 137-330-02, 137-330-03, 137-330-04, 137-330-20, 137-360-24, 137-360-26, 137-360-27, 137-360-28, and 137-360-39, as more particularly described in the Purchase and Sale Agreement, which is attached hereto as Exhibit 2, and incorporated

by this reference, and to settle all costs of every kind and description resulting from the disposition of said interest in real property.

4. It is hereby declared that notice of the intention to sell or dispose of City-owned property, as more particularly described in the Purchase and Sale Agreement, was duly published in accordance with the provisions of Article V, Section 510, of the Charter of the City.

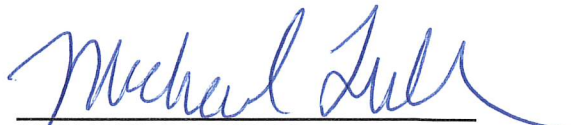
5. The total purchase price of the said property is \$850,000.

6. All the specific terms and conditions of this transaction are as expressly provided in the Purchase and Sale Agreement.

7. The City Manager, or designee, is hereby authorized to execute the deed and/or other instrument of conveyance, as provided in the Purchase and Sale Agreement, and the City Manager is hereby authorized to execute the Purchase and Sale Agreement and any other documents that are appropriate to carry out the purpose hereof.

8. The City Manager is hereby authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED June 23, 2020.

  
\_\_\_\_\_  
MICHAEL D. TUBBS  
Mayor of the City of Stockton

ATTEST:

  
\_\_\_\_\_  
ELIZA R. GARZA, CMC  
City Clerk of the City of Stockton



**MEMORANDUM**

May 21, 2020

TO: Amanda Thomas  
Economic Development Department

FROM: Kevin Colin, Planning Manager  
Community Development Department

SUBJECT: **SALE OF WASHINGTON STREET PARCELS TO STOCKTON UNIFIED SCHOOL DISTRICT; FILE NO. NOE19-20**

The Community Development Department received a request to review the above-referenced project for conformity with the Stockton General Plan and make an environmental determination pursuant to the California Environmental Quality Act (CEQA). The City of Stockton is proposing to sell twenty-two (22) parcels which make up the Washington Street properties in Stockton, CA (APN 137-330-01-04; 137-330-08-19, 137-330-20, 137-360-24, 137-360-26-28 and 39). The sale is to the Stockton Unified School District, and the terms of the sale do not commit the City of Stockton to any physical change to the environment. See **Attachment A** for location.

In accordance with Government Code §65402, the Community Development Department determines the proposed property sale is neutral in regard to conformity with the Stockton General Plan. Future development of the subject parcels shall be under the jurisdiction of the Stockton Unified School District.

Concerning the California Environmental Quality Act (CEQA) determination, the Community Development Department determines the proposed sale falls under the commonsense exemption at California Environmental Quality Act (CEQA) Guidelines Section 15061. It can be seen with certainty that there is no possibility that the activity in question (i.e., property sale-only) may have a significant effect on the environment. Any proposed project at the subject parcels would be under the oversight of another public agency (i.e., Stockton Unified School District) and who would serve in lead agency capacity under CEQA.

Upon approval by City Council, the Economic Development Department is advised to complete the attached Notice of Exemption and file it with the San Joaquin County Clerk Office to initiate a 35-day statute of limitations on court challenges. Please retain a copy of the original posted notice within the project file in the Economic Development Department project file.

**Attachments**

Attachment A: Project Location  
Attachment B: Notice of Exemption



**CITY OF STOCKTON  
NOTICE OF EXEMPTION**

TO: COUNTY CLERK  
COUNTY OF SAN JOAQUIN  
44 N San Joaquin Street, Suite 230

FROM: Lead Agency  
City of Stockton  
c/o Economic Development Department  
400 E. Main Street, 4<sup>th</sup> Floor  
Stockton, CA 95202

**NOTICE OF EXEMPTION PURSUANT TO PUBLIC RESOURCES CODE SECTION 21152(B) AND CALIFORNIA CODE OF REGULATIONS TITLE 14, SECTION 15062**

**PROJECT DATA**

Project Title: Washington Street Property Sale

CEQA Exemption File No.: NOE19-20

Applicant: City of Stockton - Economic Development Department

Project Description/Location: Sale of Washington Street properties in Stockton, CA (APN 137-330-01-04; 137-330-08-19, 137-330-20, 137-360-24, 137-360-26-28 and 39).

**DETERMINATION/FINDING OF EXEMPTION**

The above-described activity/project is exempt from the environmental assessment requirements of the California Environmental Quality Act (CEQA) pursuant to the following section(s) of the State CEQA Guidelines (California Code of Regulations, Title 14):

- ☐ The activity is not a "project" as defined in Section 15378.
- ☒ The activity is exempt under the "general rule" that CEQA applies only to projects which have the potential for causing significant environmental effects, as specified in Section 15061(B)(3).
- ☐ The project has been granted a "Statutory Exemption" under Article 18 and, specifically, by Section(s):\_\_\_\_\_.
- ☐ The project has been granted a "Categorical Exemption" under Article 19 and, specifically, by Section(s):\_\_\_\_\_.

**BASIS FOR FINDING OF EXEMPTION**

- ☐ The activity does not qualify as a project and/or clearly could not have a significant effect on the environment and, therefore, CEQA does not apply.
- ☒ The activity constitutes a discretionary project under the City's jurisdiction and qualifies as a project which has been determined not to have a significant effect on the environment and, therefore, is exempt from the provisions of CEQA under the above-noted statutory or categorical exemption(s).

CARRIE WRIGHT, DIRECTOR  
ECONOMIC DEVELOPMENT DEPARTMENT

\_\_\_\_\_  
(DATE OF PREPARATION)

By \_\_\_\_\_  
Amanda Thomas

\_\_\_\_\_  
(DATE OF FINAL APPROVAL)

**AFFIDAVIT OF FILING AND POSTING**

I declare that on the date stamped above, I received and posted this notice or included it on a list of such notices which was posted as required by California Public Resources Code Section 21152(B). Said notice or list of notices will remain posted for 35 days from the filing date.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Posting Period Ending Date

## AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This AGREEMENT made and entered into on \_\_\_\_\_ by and between Stockton Unified School District ("Buyer") and the City of Stockton, a municipal corporation in the County of San Joaquin, State of California, ("Seller" or "City")

### IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Seller agrees to sell and grant fee title to Buyer, and Buyer agrees to purchase from Seller, that certain real property located 102, 110, 132 South Lincoln Street; 333, 401 West Washington Street; 109 South Van Buren Street; 124 & 126 South Monroe Street; 214, 220, 226, 240, 248, 318, 326, 338, 348 West Market Street; and 103, 115, 119, 125 South Madison Street, County of San Joaquin, State of California APN's 137-330-08, 137-330-09, 137-330-10, 137-330-11, 137-330-12, 137-330-13, 137-330-14, 137-330-15, 137-330-16, 137-330-17, 137-330-18, 137-330-19, 137-330-01, 137-330-02, 137-330-03, 137-330-04, 137-330-20, 137-360-24, 137-360-26, 137-360-27, 137-360-28 and 137-360-39 ("Property"), and described in Exhibit "A" attached hereto and incorporated by this reference, upon the terms and conditions set forth in this Agreement subject to those liens, encumbrances, conditions, restrictions, easements, and rights of possession of record.

2. The total purchase price to be paid by Buyer for the Property shall be the sum of **Eight Hundred Fifty Thousand Dollars (\$850,000.00)**.

3. Buyer agrees to accept the Property in its present "as is" condition based upon Buyer's own independent investigation of the Property and condition of title. Seller makes no representation or warranty as to the Property's present condition or suitability for present or future uses.

4. Buyer agrees to deposit \$5,000.00 (Five Thousand Dollars) in escrow within two (2) days of execution of this Agreement. Deposit will become nonrefundable after the eight (8) month due diligence period as referenced in section 8 of this Agreement.

5. The cost of the CLTA insurance shall be paid by Seller. Escrow fees, and Escrow Holder's customary out-of-pocket expenses for messenger services, long distance telephone, etc. shall be paid in equal parts by Buyer and Seller. The cost of the documentary transfer taxes will be paid by Seller and any ALTA Extended Coverage Title Insurance will be paid by Buyer.

6. Taxes, assessments, penalties, interest charges, delinquency charges, and municipal service charges of any kind levied upon or assessed against the Property in title Seller's name, except as otherwise expressly set forth herein, shall be paid by Seller to the date of recording.

**7.** For the purpose of conveying the herein described fee title to Buyer, Seller shall execute, acknowledge and deliver a Grant Deed, for recordation with the San Joaquin County Recorder, to be used in accordance with this Agreement, upon completion by Buyer of all necessary conditions.

**8.** For the benefit of Buyer, the Close of Escrow and Buyer's obligation to consummate the purchase of the Property shall be contingent upon and subject to Buyer's approval of a Preliminary Title Report issued by Chicago Title Company within 10 days from the Effective Date of this Agreement, and Buyer will have eight (8) months to perform its due diligence inspections and reviews ("Due Diligence Period"). Buyer will have 5 days from the Effective Date of the Agreement to request due diligence items from Seller and Seller will have 5 days to deliver requested items in its possession.

**9.** The Close of Escrow shall be no later than the first business day occurring sixty (60) days from Waiver of, or expiration, of the Due Diligence Period in section 8 of this Agreement. Each party agrees to execute escrow instructions as may be necessary or proper in order to consummate the transaction contemplated by this Agreement.

**10. Assistance from Seller.**

**10.1.** Within 45 days of the execution of this Agreement, the Seller shall provide all of the following to Buyer:

**10.1.1.** all documentation available on the existing condition of City infrastructure, i.e, sewer, storm drain and water. To the extent any replacement or repairs are required of the infrastructure which is off-site from the Property, Seller shall be responsible for said repairs or replacement.

**10.1.2.** copies of any and all environmental indemnification agreements applicable to the Property.

**10.1.3.** copies of any reports by third-party consultants or governmental entities concerning any environmental, soil, or civil engineering assessments of the Property.

**10.1.4.** all correspondence, notices of violation, or other documentation from any environmental agency with respect to the Property.

**10.2.** The Buyer shall have the right to review and approve, during the Due Diligence Period, all service contracts, lease agreements, plans, studies, correspondence and reports relative to the current operation of the Property

which are in possession or control of Seller, all of which, shall be provided to Buyer within 45 days of the execution of this Agreement.

**10.3.** Seller shall conduct the necessary environmental review to dispose of the Property.

**10.4.** Seller agrees to pay for the Phase I Environmental Assessment for the Property.

**11. Site Security/Cleaning.** Seller agrees to do the following:

**11.1.** Seller shall ensure that all debris is removed from the Property sites prior to the close of escrow. To mitigate the chance of soil contamination occurring, Seller will scrape the surface of each Property site so that they are each clean and level. Seller shall also remove any excess dirt from the Property sites.

**11.2.** Once escrow is opened and prior to buyer conducting their Phase I Environmental Assessment, Seller will coordinate with Buyer for the timing of the work described in section 11.1 to ensure that the District can erect security fencing immediately upon completion of the work.

**12. Abandonments.**

**12.1.** Prior to the close of escrow, Seller shall process the abandonments of the public right-of-way for the portions of Van Buren Street, Monroe Street and Market Street as noted in the map prepared by LPA Partners, attached hereto as **Exhibit "B"**.

**12.2.** Street abandonments shall be dedicated and deeded by Seller at no cost to Buyer. Seller hereby waives the application fee. However, Buyer shall be responsible for the preparation of all engineer drawings necessary for approval by the City Council and recordation of the abandonments.

**13. Hazardous Substances.**

**13.1.** For purposes of this Agreement, the term "hazardous substances" means:

**13.1.1.** Any substance, product, waste, or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environment Response, Compensation and Liability Act (CERCLA), 42 United States Code section 9601 et seq.; the Hazardous Material Transportation Conservation and Recovery Act, 42 United States Code section 1801 et seq.; the Resources Conservation and Recovery Act, 42 United States Code section 6901 et seq.; the Clean Water Act, 33 United States Code section 1251 et seq.; the Toxic Substances

Control Act, 15 United States Code section 2601 et seq.; the California Hazardous Waste Control Act, Health and Safety Code section 25100 et seq.; the California Hazardous Substance Account Act, Health and Safety Code section 25330 et seq.; the California Safe Drinking Water and Toxic Enforcement Act, Health and Safety Code section 25249.5 et seq.; California Health and Safety Code section 25280 et seq. (Underground Storage or Hazardous Substances); the California Hazardous Waste Management Act, Health and Safety Code section 25170.1 et seq.; California Health and Safety Code section 25501 et seq. (Hazardous Materials Release Response Plans and Inventory); or the California Porter-Cologne Water Quality Control Act, Water Code section 13000 et seq., all as amended (the above-cited California state statutes are hereinafter collectively referred to as "the State Toxic Substances Laws") or any other federal, state, or local statute, law, ordinance, resolution, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous or toxic substance hereafter in effect;

**13.1.1.1.** Any substance, product, waste, or other material of any nature whatsoever which may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, or strict liability or under any reported decisions of a state or federal court;

**13.1.1.2.** Petroleum or crude oil other than petroleum and petroleum products which are contained within regularly operated motor vehicles; and

**13.1.1.3.** Asbestos.

**14. Seller Representations and Warranties.** Seller makes only the following representation warrants and represents to the Buyer with respect to the Property. All representations and warranties made by Seller in this Agreement shall survive the closing only for a period of one (1) year, provided that a claim of breach is made by Buyer within such one (1) year period, and shall terminate on the first (1<sup>st</sup>) anniversary of the closing date and thereafter be of no further effect. All representations and warranties shall be made as to the current actual knowledge of Seller.

**14.1. No Pending Litigation.** Seller has no knowledge of litigation pending pertaining to the Property.

**14.2. Hazardous Substances.** Seller has no knowledge of:

**14.2.1.** Any Hazardous Substances, discharges, leaks, releases, or spills on, in or under the Exchange Property.

**14.2.2.** Use or storage of Hazardous Substances on the Property.

**14.2.3.** Investigations, assessments, evaluations, sampling, testing, or monitoring of Hazardous Substances on the Property or adjacent parcels.

**14.2.4. Contracts Concerning the Property.** Any contracts, licenses, commitments, or undertakings respecting the Property or the performance of services on the Property, or the use of the Property or any part of it by which the District would become obligated or liable to any person.

**14.2.5. Violations.** Seller has not received written notice of any violation of any statute, ordinance, regulation, or administrative or judicial order or holding, whether or not appearing in public records, with respect to the Property.

**14.2.6. Status of Title.** The Property is not currently leased nor has the Seller otherwise transferred all or any portion of the Property, nor does any third party have any right to acquire or occupy all or any portion of the Property, including, without limitation any prior owner of the Property.

**14.2.7. Condemnation.** There are no pending or threatened proceedings in eminent domain or otherwise, which would affect the Property or any portion thereof.

**14.2.8. No Notices.** Seller has not received written notice of any change contemplated in any applicable laws, ordinances, or restrictions, or written notice of any judicial or administrative action, or written notice of any action by adjacent landowners, or written notice of natural or artificial conditions upon the Property that would prevent, impede, limit, or render more costly the District's contemplated use of the Property to the extent such contemplated use is actually known to Seller.

**14.2.9. Inaccuracies.** If any representation or warranty of the Seller in this section "Seller Representations and Warranties" becomes inaccurate after the Effective Date other than as a result of a prior misrepresentation by the Seller or as a result of the affirmative act of the Seller, the Seller shall promptly notify the District of the inaccuracy. The Seller whose representation or warranty became inaccurate for reasons other than due to a prior misrepresentation or affirmative act of the Seller, shall not be in breach or default of this Agreement as a result of such inaccuracy, the District may terminate this Agreement and the Parties shall have no further obligation to each other, other than those which expressly survive termination of this Agreement.

**15. CEQA Compliance.** The Buyer and Seller recognize that the activities contemplated by this Agreement are subject to environmental review under the California Environmental Quality Act ("CEQA"), and that the Buyer, as a lead agency for the Property acquisition and its future use, must comply with the CEQA requirements as set forth in CEQA and in California Code of Regulations, title 14, section 15000 et seq. ("CEQA Guidelines"). Notwithstanding the foregoing, pursuant to CEQA Guidelines section 15004(b)(2)(A), the Parties acknowledge that (i) approval and execution of this Agreement by the Parties does not constitute the Buyer authorizing, approving, or awarding a "project" as defined by CEQA, and (ii) this Agreement is binding on the Parties, subject to compliance with CEQA prior to the Buyer's use of the Property as intended.

**15.1.** Seller hereby grants to Buyer the right to enter upon the Property from and after the Effective Date this Agreement to conduct its surveys and feasibility study as well as any asbestos removal tests and soil tests, core drilling and or testing for hazardous waste contamination on or under the Property, at Buyer's own cost and expense.

**16. Indemnification by the Buyer.** Buyer acknowledges that if desired, it will perform its own due diligence inspections of the property and agrees to hold the Seller harmless as to the condition of any improvements located on the property at time of close of escrow. Buyer agrees that the information obtained from Seller or pursuant to any inspections completed by Buyer shall be kept in confidence and will not be revealed to outside parties other than lenders, principals, affiliates or clients or as required by law or for valid business purpose of Buyer.

**16.1.** Buyer agrees to indemnify, save, hold harmless, and at City's request, defend the City, its officers, agents, and employees from any and all costs and expenses (including attorney and legal fees), damages, liabilities, claims, and losses occurring or resulting to the City in connection with the performance, or failure to perform, by Buyer or its contractor, officers, agents, sub-contractors, employees, or anyone directly or indirectly employed by any of them, or anyone for whose acts

any of them may be liable in regards to performing any due diligence inspections under this Agreement, and from any and all costs and expenses (including attorney and legal fees), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of Buyer, contractor, its officers, agents, or employees while performing any due diligence inspections under this Agreement. The duty to defend and the duty to indemnify are separate and distinct obligations. These duties shall survive the termination of this Agreement.

**17. Indemnification by the Seller.** Seller shall indemnify, protect and defend Buyer against, and hold Buyer harmless from, any and all claims, demands, actions, damages, liability and expense, including without limitation all attorney fees and costs of defense which arise, result from, or in any way relate to: (i) any breach or violation of this Agreement or of any representation, warranty or covenant made in this Agreement by Seller; or (ii) the failure of Seller to pay or otherwise discharge when due, any contractual or other obligation of Seller with respect to the Property which arises prior to the closing of escrow and is not expressly assumed by Buyer pursuant to this Agreement. Notwithstanding anything to the contrary contained elsewhere in this Agreement, Seller's liability for a breach of any of its representations, warranties and covenants contained herein, shall be limited to Twenty-Five Thousand Dollars (\$25,000) including any claim arising from the presence of any Hazardous Substance on, in, under or about the Property. The Buyer understands and agrees that its right to indemnification under this Section 17 for breach of the representations and warranties contained in this Agreement shall constitute its sole and exclusive remedy against the Seller and its related parties with respect to any environmental, health, or safety matter relating to the past, current or future facilities, properties or operations of the Seller and all of their respective predecessors or affiliates, including without limitation any such matter arising under any Environmental Law. Aside from such right to indemnification, Buyer hereby waives any right, whether arising at law or in equity, to seek contribution, cost recovery, damages, or any other recourse or remedy from the Seller or its respective partners, and hereby releases the Seller and its related parties from any claim, demand or liability, with respect to any such environmental, health, or safety matter (including without limitation any arising under any Environmental Law).

**18.** Buyer shall, upon request by Seller, execute, acknowledge and deliver such documents or take such action as may be necessary or convenient to carry out the spirit and intent of this Agreement.

**19.** Any notice which either party may or is required to give shall be in writing and given by personal delivery or mailing same by certified mail, return receipt requested, postage prepaid, to the other party at the address shown below or at such other place as may be designated by the parties from time to time, and any notice so mailed shall be deemed received on the third day after mailing.

Buyer's address: Stockton Unified School District  
701 North Madison Street  
Stockton, CA 95202  
Attn: Superintendent

Seller's address: City of Stockton  
400 E. Main Street, Fourth Floor  
Stockton, CA 95202  
Attn: Director of Economic Development Department  
[economic.development@stocktonca.gov](mailto:economic.development@stocktonca.gov)

With a copy to: Kevin P. Dougherty, President  
First Commercial Real Estate & Advisory Services  
2920 Pacific Avenue  
Stockton, CA 95204

Escrow Holder: Lisa Westfall  
Chicago Title Company  
3203 W. March Lane, Suite 110  
Stockton, CA 95219

**20.** Time is of the essence in this Agreement.

**21.** This Agreement is subject to final approval of the City Manager of the City of Stockton and the governing board of the Buyer.

**22.** If suit should be brought for any sum due or the enforcement or declaration of any obligation or right hereunder, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney's fees.

**23.** This Agreement shall bind and inure to the benefit of the parties and their respective successors, heirs, executors, administrators and assigns.

**24.** This Agreement represents the entire and integrated agreement between Seller and Buyer and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by Seller and Buyer.

**25.** The undersigned represent and warrant they are duly authorized to execute the Agreement and to bind the parties.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

"SELLER"

"BUYER"

CITY OF STOCKTON

STOCKTON UNIFIED SCHOOL DISTRICT

\_\_\_\_\_  
HARRY BLACK

\_\_\_\_\_  
By:

\_\_\_\_\_  
CITY MANAGER:

\_\_\_\_\_  
Title:

ATTEST:

APPROVED AS TO FORM AND  
CONTENT:

JOHN LUEBBERKE, CITY ATTORNEY

By: \_\_\_\_\_  
ELIZA GARZA CMC  
CITY CLERK

By: \_\_\_\_\_  
DEPUTY CITY ATTORNEY

**EXHIBIT A  
LEGAL DESCRIPTIONS OF PARCELS**

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

**APN No: 137-360-39**

PARCEL ONE:

The North one-half (N ½) of Lot one (1) and the North one-half (N ½) of the West one-half (W ½) of Lot three (3) in Block N, WEST OF CENTER STREET, in the City of Stockton, according to the Official Map or Plat thereof, San Joaquin County Records.

PARCEL TWO:

Lot five (5) and the East one-half (E ½) of Lot three (3) in Block N, WEST OF CENTER STREET, in the City of Stockton, according to the Official Map or Plat thereof, San Joaquin County Records.

**APN: 137-360-24**

The South one-half (S½) of Lot one (1) and the South one-half of (S½) of the West one-half (W½) of Lot three (3) in Block "N" West of Center Street, in the said City of Stockton, according to the official map or plat thereof, San Joaquin County Records.

**APN No: 137-360-27**

PARCEL ONE:

Lot two (2) in Block "N" WEST OF CENTER STREET in the said City of Stockton, according to the Official Map and Survey thereof.

EXCEPT that portion described in the Deed to the State of California recorded April 7, 1967 in Vol. 3115 of Official Records, page 727, San Joaquin County Records.

PARCEL TWO:

Lot fourteen (14) in Block "N" WEST OF CENTER STREET in the said City of Stockton, according to the Official Map and Survey thereof, EXCEPTING THEREFROM the East 1/3 thereof.

PARCEL THREE:

The South 16-2/3 feet of Lot thirteen (13) in Block "N" WEST OF CENTER STREET in the said City of Stockton, according to the Official Map and Survey thereof, excepting the East 1/3 thereof.

PARCEL FOUR:

The North 2/3 of Lot thirteen (13) in Block "N" WEST OF CENTER STREET in the said City of Stockton, according to the Official Map and Survey thereof, excepting, however, the East 1/3 thereof.

**APN: 137-360-28**

PARCEL ONE:

The East one-third (E 1/3) of each of Lots thirteen (13) and fourteen (14) in Block N, WEST OF CENTER STREET.

PARCEL TWO:

Lots four (4) and six (6) in Block N, WEST OF CENTER STREET.

Except that portion of Lots 4, 5, 6, 13 and 14, as described in the Deed to the State of California, recorded July 24, 1967, Instrument No. 28906, In Vol. 3140 of Official Records, at page 392, San Joaquin County Records.

**APN No: 137-360-26**

Lots seven (7), eight (8), nine (9), eleven (11), fifteen (15) and sixteen (16), Block N, WEST OF CENTER STREET, in the City of Stockton, as shown upon the Official Map or Plat thereof, San Joaquin County records.

EXCEPTING THEREFROM and portion thereof lying within the boundaries of the property conveyed to the State of California in that certain grant deed, dated June 6, 1967 and recorded on July 24, 1967 under recorded Instrument No. 28906 in Book 3140, Page 392, Official Records of San Joaquin County, State of California.

**APN: 137-330-01**

Lot one (1) in Block "M: WEST OF CENTER STREET in the City of Stockton, according to the Official Map or Plat thereof.

**APN: 137-330-02**

Lot THREE (3) in Block "M: WEST OF CENTER STREET in the City of Stockton, according to the Official Map or Plat thereof.

**APN: 137-330-03**

Lot FIVE (5) in Block "M: WEST OF CENTER STREET in the City of Stockton, according to the Official Map or Plat thereof.

**APN: 137-330-04**

Lot seven (7) in Block "M: WEST OF CENTER STREET in the City of Stockton, according to the Official Map or Plat thereof, San Joaquin County Records.

**APN: 137-330-20**

PARCEL ONE:

The North 1/2 of Lots Nine (9) and Eleven (11), in Block M, WEST OF CENTER STREET, in the City of Stockton, according to the Official Map or Plat thereof, San Joaquin County Records.

PARCEL TWO:

The South one-half of Lots 9 and 11 in Block "M" WEST OF CENTER STREET in the said City of Stockton, according to the Official Map or Plat thereof.

PARCEL THREE:

All those portions of Lots 13, 14, 15 and 16 in Block "M" WEST OF CENTER STREET, in the City of Stockton, according to the Official Map or Plat thereof lying northerly of the following described line:

Beginning at a point on the easterly line of Van Buren Street (a City street 80.8 feet in width), Distant along said easterly line north 11 degrees 41'11" West, 153.39 feet from the intersection of said easterly line with northerly line of Washington Street (a City street 60.6 feet in width), said point also lies 72.85 feet left of and radically opposite engineer's station 4+50.16 of the State of California Department of Public Works Relocated Washington Street centerline for State Highway Route 10-SJ-4 Post Mile 16.4; thence (1) from a tangent that bears south 11 degrees 41'11" East, along a curve concave to the northeast, having a radius of 20 feet through an angle of 86 degrees 41'49", an arc distance of 30.26 feet; thence (2) north 81 degrees 37'00" East, 263.61 feet; thence (3) along a tangent curve concave to the northwest having a radius of 20feet, through an

angle of 93 degrees 18'11", an arc distance of 32.57 feet to the westerly line of Monroe Street (a City street 80.8 feet in width).

**APN: 137-330-08**

The North 60 feet of Lot One (1) in block Nine (9), WEST OF CENTER STREET in the City of Stockton, according to the Official Map or Plat thereof.

**APN: 137-330-09**

The South 40 feet of Lot One (1) in Block Nine (9), WEST OF CENTER STREET, in the said City of Stockton, according to the Official Map or Plat thereof.

**APN: 137-330-10**

Lot three (3) in Block Nine (9), WEST OF CENTER STREET in the City of Stockton, according to the Official Map or Plat thereof, San Joaquin County Records.

**APN: 137-330-11**

Lot five (5) in Block Nine (9), WEST OF CENTER STREET in the City of Stockton, according to the Official Map or Plat thereof, San Joaquin County Records.

**APN: 137-330-12**

Lot seven (7) in Block Nine (9), WEST OF CENTER STREET in the City of Stockton, according to the Official Map or Plat thereof, San Joaquin County Records.

**APN: 137-330-13**

Portion of Lot 9 in Block Nine (9), WEST OF CENTER STREET in the City of Stockton, according to the Official Map or Plat thereof, described as follows:

Beginning at the northwest corner of Lot 9 in Block 9, WEST OF CENTER STREET; run thence in a southerly direction and a right angle to Market Street, 70 feet; thence in an easterly direction and parallel to Market Street 39.95 feet; thence in a northerly direction and at a right angle to Market Street, 25.50 feet; thence in a westerly direction and parallel to Market Street, 3.50 feet; thence in a northerly direction and at a right angle to Market Street, 44.50 feet; thence in a westerly direction and parallel to Market Street,

36.45 feet to the point of beginning, being the northwest portion of Lot 9 in Block 9, WEST OF CENTER STREET.

**APN: 137-330-14**

A portion of Lots Nine (9) and Eleven (11) in Block Nine (9), WEST OF CENTER STREET, in the City of Stockton, according to the Official Map or Plat thereof, San Joaquin County Records, more particularly described as follows:

Beginning at the Northeast Corner of said Lot Eleven (11); thence Westerly on the Northerly line of Lots Nine (9) and Eleven (11), 64.70 feet; thence Southerly parallel with the Easterly line of said Lot Eleven (11), 44.50 feet; thence Easterly parallel with the Northerly line of said Lot Nine (9), 3.50 feet; thence Southerly parallel with the Easterly line of said Lot Eleven (11), 18.40 feet; thence Easterly parallel with the Northerly line of said Lots Nine (9) and Eleven (11), 61.20 feet to a point in the East line of said Lot Eleven (11); thence Northerly on the East line of said lot Eleven (11), 62.90 feet to the point of beginning.

**APN: 137-330-15**

A portion of Lots Nine (9) and Eleven (11) in Block Nine (9), WEST OF CENTER STREET, in the City of Stockton, according to the Official Map or Plat thereof, San Joaquin County Records, more particularly described as follows:

Beginning at the Southeast corner of said Lot eleven (11); thence Westerly along the Southerly boundary line of Lots eleven (11) and nine (9), the same being approximately 101.150 feet to the Westerly boundary line of Lot nine (9); thence Northerly along the Westerly boundary line of Lot nine (9), 31.03 feet to the Southwest corner of the property described in Deed to Ella Maloy, et al, recorded November 8, 1943, in Vol. 845 of Official Records, page 205, San Joaquin County Records; thence Easterly parallel to the Southerly boundary line of said Lot nine (9) and along the Southerly line of Maloy property, 39.95 feet; thence Northerly parallel to the Easterly boundary line of said Lot nine (9), and along the East boundary line of Maloy property, 7.10 feet; thence Easterly parallel to the Southerly boundary line of Lots nine (9) and eleven (11) and along the Southerly boundary of property described in Deed to Jesus Felix and Mary G. Felix, his wife, dated February 2, 1943, recorded February 13, 1943, in Vol. 801 of Official Records, page 453, San Joaquin County Records; 61.20 feet to the East boundary line of Lot eleven (11); thence Southerly along the Easterly line of Lot eleven (11), 38.13 feet to the point of beginning.

**APN: 137-330-16**

Lot fifteen (15) in Block 9 WEST OF CENTER STREET.

**APN: 137-330-17**

Lot sixteen (16) in Block 9 WEST OF CENTER STREET.

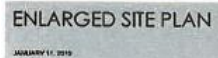
**APN: 137-330-18**

Lot fourteen (14) in Block nine (9), WEST OF CENTER STREET, in the said City of Stockton, according to the Official Map or Plat thereof. Except the East 3 feet thereof.

Also EXCEPT that portion described in Deed from Jean Roberts to the State of California recorded January 8, 1969 in Vol. 3267 of Official Records at Page 692, San Joaquin Records.

**APN: 137-330-19**

Lot thirteen (13), in Block 9, WEST OF CENTER STREET in the said City of Stockton, according to the Official Map or Plat thereof.



PROPOSED ADMINISTRATION BUILDINGS

