June 29, 2010

TO: Mayor and City Council

FROM: Gustavo A. Durán, Interim Director
       Economic Development Department

SUBJECT: AUTHORIZE ACQUISITION OF PERMANENT WATERLINE EASEMENTS
         AND TEMPORARY CONSTRUCTION EASEMENTS FOR THE DELTA
         WATER SUPPLY PROJECT FROM THE SPANOS CORPORATION,
         TRINITY CAPITAL DEVELOPMENT, LLC, AND A. G. SPANOS
         CONSTRUCTION, INC.

RECOMMENDATION

It is recommended that the City Council adopt a resolution authorizing the acquisition of
permanent waterline easements and temporary construction easements from The Spanos
Corporation, Trinity Capital Development, LLC, and A. G. Spanos Construction, Inc. at a
total cost of $289,000, for the Delta Water Supply Project located along West Eight Mile
Road.

Summary

The proposed acquisition is for the raw water pipeline that will connect with the new City
water treatment plant located on Lower Sacramento Road. An agreement has now been
negotiated with The Spanos Corporation, Trinity Capital Development, LLC, and A. G.
Spanos Construction, Inc. for the acquisition of the property rights north of West Eight Mile
Road on parcels APN # 055-200-04, 09, 10; 055-110-14, 16, 17; and 055-280-01 in the
amount of $289,000 (map attached). In addition, up to $9,000 will be needed for
miscellaneous closing costs for a total cost of up to $298,000. Included in the purchase
price is payment for lost or damaged crops and/or other improvements; lost rents or
income; and removal of trees, vines and other landscaping.

DISCUSSION

Background

On November 8, 2005, the City Council approved the Delta Water Supply Project and
associated environmental documents and directed City staff to proceed with the design,
financing and permitting for the project. City Council further directed City staff to bring back
for Council consideration certain items, including authorization to acquire any interests in
land at such time as it is appropriate for the City to take further actions to proceed with the
project. On June 2, 2009, the City Council authorized the negotiation of real property for
the intake and pump station for the project. On August 4, 2009, the negotiation of real
property was authorized for the raw and treated pipelines for the project. The proposed
acquisition is for the raw water pipeline, at a cost of $139,400, which will connect with the

AGENDA ITEM 6.07
new City water treatment plant located on Lower Sacramento Road. Also included in the purchase price is payment of $149,600 for lost or damaged crops and/or other improvements; lost rents or income; and removal of trees, vines and other landscaping.

Present Situation

The owners of the property, The Spanos Corporation, Trinity Capital Development, LLC, and A. G. Spanos Construction, Inc. have agreed to the negotiated price of $289,000. In addition, up to $9,000 will be needed for miscellaneous closing costs for a total cost of up to $298,000.

ENVIRONMENTAL CLEARANCE

Environmental Clearance for this project was approved by Resolution No. 05-0493, adopted on November 8, 2005, and said project is in compliance with the General Plan.

FINANCIAL SUMMARY

The cost of the acquisition is $289,000. Additionally, up to $9,000 in estimated closing costs (up to $298,000) will be paid from Multi-funded Capital Improvement Project Account No. 399-9922-670, Delta Water Supply Project.

Respectfully submitted,

GUSTAVO A. DURÁN, INTERIM DIRECTOR
ECONOMIC DEVELOPMENT DEPARTMENT

APPROVED BY
KEVIN O'ROURKE
INTERIM CITY MANAGER

GD:JM:at
Attachments
Vicinity Map
Resolution No. ____________

STOCKTON CITY COUNCIL

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RESOLUTION AUTHORIZING THE ACQUISITION BY THE CITY OF STOCKTON OF WATERLINE EASEMENT INTERESTS VIA EASEMENT DEEDS AND TEMPORARY CONSTRUCTION EASEMENTS, HEREAFTER MORE PARTICULARLY DESCRIBED, AUTHORIZING EXECUTION OF THE AGREEMENT AND RELATED DOCUMENTS FOR THE DELTA WATER SUPPLY PROJECT AND AUTHORIZING THE CITY MANAGER TO TAKE THE APPROPRIATE ACTIONS TO CARRY OUT THE PURPOSE AND INTENT OF THIS RESOLUTION

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

1. It is hereby declared that the City's acquisition of a Waterline Easement, and a Temporary Construction Easement from The Spanos Corporation, Trinity Capital Development, LLC, and A. G. Spanos Construction, Inc., via Easement Deeds, for the Delta Water Supply Project is necessary for a public purpose, to wit:

   WATER LINE, WATER SUPPLY FACILITIES AND IMPROVEMENTS

2. That the City of Stockton hereby authorizes its acquisition of Waterline Easements and Temporary Construction Easements from The Spanos Corporation, Trinity Capital Development, LLC, and A. G. Spanos Construction, Inc., via Easement Deeds, for the Delta Water Project, more particularly described in the "Agreement for Purchase and Sale of Real Property Interest" ("Agreement"), which is attached as Exhibit "A" and incorporated by this reference.

3. That the City Council hereby approves the total purchase price of said easements to be acquired in the sum of Two Hundred Eighty-nine Thousand Dollars ($289,000) plus up to Nine Thousand Dollars ($9,000) in closing costs.

4. That the transfer of real property for valuable consideration of this acquisition is hereby authorized and approved as stated in the Agreement.

5. That the specific terms and conditions of this acquisition are as expressly provided in the attached Agreement and incorporated by this reference.

6. Environmental Clearance for this project was approved by Resolution No. 05-0493, adopted on November 8, 2005, and said project is in compliance with the General Plan.

City Atty: ____________________________
Review ____________________________
Date ________ June 22, 2010 ____________
7. That the City Manager is hereby authorized and directed to execute the Agreement and any documents necessary to carry out the purposes hereof, and the City Attorney is directed to cause the recordation of the appropriate documents.

PASSED, APPROVED and ADOPTED ____________________________

ANN JOHNSTON, Mayor
of the City of Stockton

ATTEST:

KATHERINE GONG MEISSNER
City Clerk of the City of Stockton
AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY INTERESTS

This AGREEMENT dated 6/29, 2010, is made and entered into by and between THE CITY OF STOCKTON, a municipal corporation in the County of San Joaquin, State of California, hereinafter called "Buyer", and THE SPANOS CORPORATION, a California corporation, hereinafter called "Spanos Corporation"; TRINITY CAPITAL DEVELOPMENT, LLC, a California limited liability company, hereinafter called "Trinity Capital"; and A. G. SPANOS CONSTRUCTION, INC., a California corporation, hereinafter called "Spanos Construction", all three ownerships hereinafter collectively called "Sellers".

WITNESSES THAT:

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

1. Sellers agree to grant to Buyer, and Buyer agrees to purchase from Sellers, upon the terms and conditions herein set forth, the following interests in Sellers’ real property situated in the County of San Joaquin, State of California:

   a. The Spanos Corporation real property described as portions of San Joaquin County Assessor’s Parcel Number APN 055-200-04 and further described as (said areas described below shall hereinafter be called the “Spanos Corporation Property”):

      i. A permanent waterline easement for construction, operation and maintenance of a water pipeline over 1.556 acres, as described in Exhibit “A” & “B”, attached hereto and incorporated by this reference;

      ii. A temporary construction easement for Buyer’s construction of the Delta Water Supply Project for a two-year period over 5.761 acres, as described in Exhibits “A” & “B”, attached hereto and incorporated by this reference;

   b. The Trinity Capital real property described as portions of San Joaquin County Assessor’s Parcel Numbers APN 055-110-14, 055-110-16 & 17 and 055-200-09 & 10 consisting of (said areas described below shall hereinafter be called the “Trinity Capital Property”):

      On APN 055-110-14:

      i. A permanent waterline easement for construction, operation and maintenance of a water pipeline over 0.33 acre, as
described in Exhibits "C" & "D," attached hereto and incorporated by this reference;

ii. A temporary construction easement for Buyer's construction of the Delta Water Supply Project for a two-year period over 2.078 acres, as described in Exhibits "C" & "D," attached hereto and incorporated by this reference;

On APN 055-110-16 & 17 and 055-200-09 & 10:

iii. A permanent waterline easement for construction, operation and maintenance of a water pipeline over 1.33 acres, as described in Exhibits "E", "F", "G", and "H", attached hereto and incorporated by this reference;

iv. A temporary construction easement for Buyer's construction of the Delta Water Supply Project for a two-year period over 3.833 acres, as described in Exhibits "E", "F", "G", and "H", attached hereto and incorporated by this reference;

c. The Spanos Construction real property described as San Joaquin County Assessor's Parcel Number APN 055-280-01 and further described as (said areas described below shall hereinafter be called the "Spanos Construction Property"):

i. A permanent waterline easement for construction, operation and maintenance of a water pipeline over 1.768 acres, as described in Exhibit "I" & "J", attached hereto and incorporated by this reference;

ii. A temporary construction easement for Buyer's construction of the Delta Water Supply Project for a two-year period over 3.233 acres, as described in Exhibits "I" & "J", attached hereto and incorporated by this reference;

iii. A temporary construction easement for Buyer's construction of the Delta Water Supply Project for a two-year period over 2.646 acres, as described in Exhibits "I" & "J", attached hereto and incorporated by this reference.

d. All of the above described permanent easement rights and temporary construction easement rights on the Spanos Corporation Property, the Trinity Capital Property, and the Spanos Construction Property shall hereinafter be collectively called "the Property."
2. The total purchase price for the Property shall be the sum of TWO HUNDRED EIGHTY NINE THOUSAND DOLLARS ($289,000.00) (the "Total Purchase Price"). Sellers understand and agree that the Total Purchase Price is an all-inclusive purchase price and is based upon an appraisal of the fair market value of the Property in the amount of ONE HUNDRED FORTY NINE THOUSAND SIX HUNDRED DOLLARS ($149,600.00.) and that the balance of the Total Purchase Price includes but is not limited to payment for lost or damaged crops and/or other improvements on the Property, lost rents or income, and removal of trees, vines and other landscaping. It is understood and agreed between Sellers and Buyer that no attempt has been made to assign value to any lesser interest in the Property, including any leasehold estate. The Total Purchase Price, therefore, is the total price for the Property without distinction or separation for various interests that may be held in the Property. Sellers shall be responsible for any apportionment or allocation of the purchase price if required for separately held interests that may exist. It is further understood and agreed between Sellers and Buyer that payment of the Total Purchase Price by Buyer to Sellers as set forth in this Agreement represents an all-inclusive settlement and is full and complete payment of compensation for the acquisition of all property interests set forth within the scope of the waterline easements described in Clause 1.a., b. and c. above pertaining to the Property and includes and satisfies any and all other payments, if any, that may be required by law to be paid to Sellers arising out of the acquisition of the Property and/or all persons occupying the Property, and specifically includes, but is not limited to, claims for severance and other damages, loss of business goodwill, attorney's fees, interest, expenses of litigation, expert's fees, precondemnation damages, inverse condemnation, and relocation assistance and/or benefits and all costs and expenses whatever in connection therewith.

3. For the purpose of consummating the purchase and sale of the Property in accordance with the terms herein set forth, escrow will be established with Old Republic Title Company, hereinafter the "Escrow Holder." A copy of this executed Agreement will be deposited with the Escrow Holder as initial escrow instructions. The parties will timely execute any additional instructions or documents required by the Escrow Holder to complete this transaction and close escrow. Prior to the Close of Escrow, Buyer shall have the right to review the current condition of title as evidenced by a current preliminary title report issued by the Escrow Holder. If Buyer conditionally disapproves any such exceptions which in Buyer's sole judgement would interfere with purpose of this Agreement and negatively affect Buyer's use of the Property and does not remove such exceptions by the Close of Escrow, Buyer may, at Buyer's option, either accept the Property subject to such encumbrances, or terminate the escrow and receive a refund of all funds deposited into escrow (less Buyer's share of escrow cancellation charges), if any, and this Agreement shall thereupon be
of no further force or effect. Except as otherwise expressly provided herein, all costs of title insurance and documentary transfer taxes, if any, shall be paid by Buyer.

4. Sellers shall provide Buyer with a Release of Lien or Consent to Easement from each holder of a mortgage and/or deed of trust that is a lien against the Property. Sellers shall provide Buyer with a Consent to Easement from each Lessee having a leasehold interest in the Property, or from any other party claiming to have an interest in the Property.

5. Taxes, assessments, penalties, interest charges, delinquency charges, and municipal service charges of every kind levied upon or assessed against the Property, except as otherwise expressly set forth herein or arising from the subject property interests being acquired, shall be paid by Sellers.

6. For the purpose of conveying the Property to Buyer, Sellers shall execute, acknowledge, and deliver to Buyer easement deeds for the permanent waterline easement interests described in Clause 1.a., b. and c. above, for recordation in accordance with this Agreement, in form substantially set forth in Exhibit “K,” attached and incorporated herein.

7. Sellers understand and agree that included in the Total Purchase Price stated in Paragraph No. 2, above, is compensation for Temporary Construction Easements as described in Clause 1.a., b. and c. above. Sellers hereby grant to Buyer, its agents, employees, and contractors, Temporary Construction Easements on, over, and across the real property described in Exhibits “A” through “J” inclusive, attached and incorporated herein. The Temporary Construction Easements shall be used for the purpose of constructing Buyer’s Delta Water Supply Project on the Property and accomplishing those incidents necessary to accomplish said work in conformance to the plans and specifications approved for the project on, in, under or above the Property. The term of the Temporary Construction Easements shall be for two years commencing upon the Close of Escrow, as provided in this Agreement, unless sooner terminated by Buyer. Buyer shall indemnify, defend and forever save Sellers, Sellers’ heirs, successors and assigns, and the Property, free and harmless from and against any and all liability, loss, damages and costs and expenses, demands, causes of action, claims or judgments, whether or not arising from or occurring out of any damage to the Property as a result of any accident or other direct or indirect occurrence at the Property which is caused by Buyer’s entrance onto the Property pursuant to the Temporary Construction Easements. It is further understood that, except for clearing, grubbing and removal of improvements within the Property area, including but not limited to trees, vines, crops and/or other vegetation as necessary for the Project and installation of the permanent water pipeline, Buyer shall return the Property to its original or better condition immediately after said work has been
completed. It is further understood and agreed that prior to entry upon the Temporary Construction Easements Buyer shall cause its contractor, CDM CONSTRUCTORS, INC., a Massachusetts corporation, to provide proof of insurance naming Owner as additional insured. Said insurance shall cover worker’s compensation and general liability with general liability coverage not less than $1,000,000 per occurrence and $2,000,000 in aggregate and worker’s compensation coverage at statutory limits. Sellers agree to notify their tenants, if any, of Buyer’s right to enter and use said temporary construction easement area.

8. Sellers hereby state that, to the best of Sellers’ knowledge, during the period of Sellers’ ownership of the Property, there have been no known underground storage tanks or related equipment nor known existence, disposal, storage, releases or threatened releases of hazardous materials, substances or hazardous wastes on, from or under the Property, but for the release of herbicides, pesticides, fertilizers, and other foreign substances applied to the Property for purposes of crops growing thereon. With no duty to inquire or investigate, Sellers further represent that Sellers have no knowledge of any underground storage tanks or related equipment nor knowledge of the existence, disposal, release, or threatened release of hazardous materials, substances or hazardous wastes, on, from, or under the Property which may have occurred prior to Sellers taking title to the Property but for the release of herbicides, pesticides, fertilizers, and other foreign substances applied to the Property for purposes of crops growing thereon.

The term “hazardous materials” when used in this Agreement shall mean any hazardous waste or hazardous substance as defined in any federal, state, or local statute, ordinance, rule, or regulation applicable to the property, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (Title 42 United States Code sections 9601-9675), the Resource Conservation and Recovery Act (Title 42 United States Code sections 6901-6992k), the Carpenter-Presley-Tanner Hazardous Substance Account Act (Health and Safety Code sections 25300-25395.15), the Hazardous Waste Control Law (Health and Safety Code sections 25100-25250.25, and any state and federal underground tank laws, rules and regulations. “Hazardous materials” shall also include asbestos or asbestos-containing materials, radon gas, and petroleum or petroleum fractions, whether or not defined as a hazardous waste or hazardous substance in any such statute, ordinance, rule, or regulation.

The representations and promises made in this Clause No. 8 are intended to, and shall survive the execution, delivery and recordation of the deeds referenced in Clause No. 6, above.
9. Sellers understand and agree that Buyer has already or will remove several trees from the Property including at least one heritage oak tree. Sellers have requested that Buyer take reasonable measures to save the heritage oak tree on the Trinity Capital Property identified in Buyers plans as heritage oak tree #5900 (the “Oak”). Sellers understand and agree that Buyer’s project, including construction and construction related activities, may result in damage to the root system of the Oak and may cause the Oak to subsequently decline in health or vigor and the chance of tree mortality is potentially great in the future. Buyer agrees to take the following measures to attempt to provide protection for the Oak during construction but Buyer makes no representation, warranty or guaranty that said Oak will not suffer damage or ultimately die despite such efforts:

   a. Where feasible, the tree protection zone around the Oak shall include a minimum 1-foot-wide buffer zone outside the drip line of the tree. The root system on the south side of the tree is partially within the proposed pipeline trench zone; therefore, the buffer zone in this area is expected to extend approximately half-way between the trunk of the tree and the drip line. When possible, foot and vehicle traffic shall enter the work area from either side of the tree to reduce crossing over the root system.

   b. Install high visibility fencing around the Oak at 1-foot beyond the drip line where possible and as far away from the trunk as possible on the south side. Ensure construction crew is prohibited from entering the fenced area. Fencing or other barriers around the Oak shall remain in place until all construction and restoration work that involves heavy equipment is complete.

   c. The location of the Oak shall be clearly identified on the construction drawings and marked in the field.

   d. Construction vehicles, equipment, or materials shall not be parked or stored within the fenced area or within the drip line of the Oak.

   e. No dumping of oils or chemicals shall be permitted within the drip line of the Oak.

   f. No signs, ropes, cables, or other items will be attached to the Oak.

   g. Grading, filling, trenching, paving, irrigation, and landscaping within the drip line of the Oak shall only be allowed within the proposed pipeline trench zone and prohibited in all other areas within the drip line of the tree unless specifically authorized by a certified arborist.

   h. Approximately 25-30% of the tree’s root system is located within the proposed pipeline trench zone, therefore, major roots 3" or greater
encountered within the tree's drip line in this location during excavation may be cut. However, to reduce adverse impacts to the tree, any exposed roots shall be kept moist and covered with earth as soon as possible. Severed roots 1" to 2" in diameter shall be cut cleanly, trimmed, and covered as soon as possible.

i. Support roots inside the drip line and within the proposed pipeline trench zone may be cut as necessary for the implementation of the construction project. Support roots shall be protected in all areas outside of the proposed pipeline trench zone.

j. Two major branches located within the proposed pipeline alignment and trench zone may require trimming. Additionally, due to the amount of anticipated root loss (approximately 25%) the tree will require crown reduction to remain balanced. Tree trimming and crown reduction activities shall be performed by a certified arborist and with the intention of promoting tree health.

k. Buyer agrees to replant, at Buyer's sole cost, replacement oak trees on the Trinity Capital Property at a location designated by Sellers. In conformance with San Joaquin County standards for replacement of the trees removed from the Trinity Capital Property, Buyer agrees to replant 80 trees. Buyer agrees to maintain the newly planted trees at Buyer's sole cost and expense, in conformance to those standards for 90 days, after which Seller shall assume all maintenance responsibility and cost. Buyer shall replant said trees at or prior to completion of its project providing Seller furnishes Buyer with a diagram showing locations for replanting said trees on the Trinity Capital Property no later than February 1, 2012. If Seller does not provide said planting diagram by that date, Buyer, at Seller's election, shall either a) pay Seller an additional sum equivalent to Buyer's cost for the 80 trees Buyer would have replanted or, b) Buyer shall deliver the 80 trees to Seller at the Trinity Capital Property. In either case, Buyer shall then be relieved of all further obligations to plant and/or maintain said replacement trees. In the event Seller provides Buyer with a planting diagram by February 1, 2012, Seller hereby grants Buyer a license to enter the Trinity Capital Property for the purpose of planting and maintaining the oak trees that have been replanted pursuant to this Agreement. Said license to enter shall commence upon planting the oak trees as herein provided and shall remain in effect until terminated by mutual agreement or 90 days after Buyer completes planting at this location, whichever is earlier.

10. Buyer warrants to Sellers that Buyer has not used the services of a real estate broker for which Sellers will be charged a fee or commission. Sellers shall be responsible at Sellers' sole expense for real estate brokerage fees or commissions, if any.
11. Sellers and Buyer shall, upon request by the other, 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.

12. Time is of the essence in this Agreement.

13. In the event that Sellers are unable to convey the Property to Buyer as herein provided prior to August 1, 2010, then Buyer, at its option, may terminate and cancel this Agreement and, in such event, Buyer shall in no manner be further obligated by the terms of this Agreement.

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

15. 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: City of Stockton
425 N. El Dorado Street
Stockton, CA 95202
Attn: City Manager

with copy to: Municipal Utilities Department
2500 Navy Drive
Stockton, CA 95206
Attn: Director

Sellers’ address: The Spanos Corporation
Trinity Capital Development
A.G. Spanos Construction
10100 Trinity Parkway, 5th Floor
Stockton, CA 95219

16. This Agreement is subject to final approval of the City Council of the City of Stockton.

17. Sellers represent, warrant and covenant to Buyer as of the date of this Agreement and as of the date of the recording of the deeds referenced in Clause No. 6, above, (the "Close of Escrow"), as follows:
a. No Condemnation. To the best of the Sellers' knowledge, there are no pending or threatened condemnations or similar proceedings affecting the Property, or any portion thereof, nor do the Sellers have any knowledge that any such action is contemplated.

b. No Proceedings. To the best of the Sellers' knowledge, there are no legal actions, suits, or other legal or administrative proceedings, including condemnation cases, pending or threatened against or affecting the Property. Sellers have not received and is not aware of any notice from any public buyer or entity with respect to any current or future proceeding against or basis for any future proceeding against or affecting the Property or any part of the Property, or concerning any existing or potential, past, present or future hazardous materials at the Property.

c. No Violation of Law. Sellers represent and warrant that, to the best of the Sellers' knowledge, as of the date of this Agreement and as of the Close of Escrow, the Property is not in violation of any law, ordinance or regulation of any governmental authority including those relating to the environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions.

d. Clear Title. Sellers represent and warrant that Sellers are the owner of the Property and have marketable and insurable fee simple title to the Property. During the term of this Agreement, Sellers shall not convey or accept any offer to convey the Property or any portion of the Property nor shall Sellers encumber or permit encumbrance of the Property in any way nor grant any property, contract or occupancy right relating to the Property or any portion thereof which would interfere with purpose of this Contract and negatively effect Buyer's use of the Property, without the prior written consent of Buyer, which may be withheld in Buyer's reasonable discretion.

e. Contracts. Sellers hereby covenant, represent, and warrant that at the Close of Escrow, there will be no contracts, licenses, commitments, or undertakings concerning maintenance, operation, or repair of the Property or equipment on the Property, or the performance of services on the Property, including payment for such services performed prior to Close of Escrow, or the use of the Property or any part of it, by which Buyer would become obligated or liable to any person. If any person or entity makes a lawful claim for payment for services performed prior to Close of Escrow (other than services provided to Buyer), Sellers will be obligated to pay or cause to be paid such claim prior to Close of Escrow, subject to Sellers'
right to contest the validity of such claim. If any such claim for services performed prior to Close of Escrow (other than services provided to Buyer) is made after the Close of Escrow, Sellers shall indemnify, defend, and hold Buyer harmless from any and all claims, demand, or liability. This duty of defense and indemnification shall survive the Close of Escrow.

f. No Default. Sellers hereby covenant, represent, and warrant that, to the best of Sellers' knowledge and belief, Sellers have received no notice of any default under any contract, transaction, agreement, encumbrance, or instrument pertaining to the Property, which has remained uncured as of the date of this Agreement. The obligation to notify Buyer of notices of default shall extend to the Close of Escrow.

g. Indemnification. Sellers agree to indemnify, defend, and hold Buyer harmless for breach of the warranties set forth above in subsections (a) through (f) of this Clause No. 17.

18. Page numbering references in this agreement do not apply to exhibits or other attachments. Diagrams, maps and/or drawings attached to this agreement, if any, are provided for illustrative purposes only. In the event of conflict with a written description, the written description shall control.

19. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors, representatives, and assigns.

20. This agreement represents the entire and integrated agreement between Sellers 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 Sellers and Buyer.
21. The undersigned represent and warrant they are duly authorized to execute this Agreement and to bind the parties.

Dated: ____________

"SELLERS"

THE SPANOS CORPORATION, a California Corporation
By: ______________________________
Printed Name: ______________________________
Title: ______________________________

A. G. SPANOS CONSTRUCTION, INC., a California Corporation
By: ______________________________
Printed Name: ______________________________
Title: ______________________________

TRINITY CAPITAL DEVELOPMENT, LLC, a California limited liability company
By: ______________________________
Printed Name: ______________________________
Title: ______________________________

Dated: ____________

"BUYER"

CITY OF STOCKTON, a municipal corporation in the County of San Joaquin, State of California

By: KEVIN O'ROURKE
INTERIM CITY MANAGER

APPROVED AS TO FORM AND CONTENT:

By: JOHN LUEBBERKE
INTERIM CITY ATTORNEY
EXHIBIT "A"

THE SPANOS CORPORATION

EASEMENT DESCRIPTION

APN 055-200-04

WATERLINE AND TEMPORARY CONSTRUCTION EASEMENTS

Being a portion of that certain real property described in Document Number 2007-179984, San Joaquin County Records, lying in the south half of Sections 31, Township 3 North, Range 6 East, Mount Diablo Base and Meridian, and more particularly described as follows:

Waterline Easement

A 22' wide Waterline Easement, which lies 15.25 feet south and 6.75 feet north of the following described line:

Commencing at a brass disk marking City of Stockton monument Number 1 stamped "EMPIRE 1997", station located 6.9 miles west of the intersection of Interstate 5 and Eight Mile Road, to the Venice Island Ferry, 1.6 miles south on the levee road to a steel pipe fence, said brass disc having North American Datum of 1983 (NAD83) converted to the California Coordinate System of 1983, Zone 3 (CCS83-III) as referenced by the City of Stockton Horizontal Control System shown on the survey filed in volume 35 of surveys at page 5, epoch date 1991.35, state plane coordinates of 2,203,980.92 feet North and 6,274,413.30 feet East; thence North 82°16'34" East, a grid distance of 36157.15 feet to a brass disk marking City of Stockton monument Number 277 stamped "SN-3" in monument box at the intersection of Eight Mile Road and the on-off ramps on the west side of Interstate 5, said brass disc having North American Datum of 1983 (NAD83) converted to the California Coordinate System of 1983, Zone 3 (CCS83-III) as referenced by the City of Stockton Horizontal Control System shown on said survey filed in volume 35 of surveys at page 5, epoch date 1991.35, with state plane coordinates of 2,208,840.50 feet North and 6,310,242.39 feet East; thence North 89°57'31" East, a grid distance of 3051.32 feet to a point on the west line of said parcel of land described in said Document Number 2007-179984, said point being 31.92 feet from the southwest corner of said parcel of land and also being the Point of Beginning; thence South 89°21'55" East, 586.58 feet; thence South 62°51'27" East, 10.82 feet; thence South 89°05'03" East, 2186.20 feet; thence South 89°51'56" East, 234.92 feet; thence North 44°04'37" East, 14.79 feet; thence North 90°00'00" East, 50.22 feet to a point on the westerly right-of-way line of Thornton Road (80 feet in width), said point also being the Point of Terminus of the herein described line.

The sidelines of said easement shall be shortened or lengthened to terminate at said westerly right-of-way line of Thornton Road and said westerly property line.

Containing 1.556 Acres, more or less.
Temporary Construction Easement
Being a portion of that certain real property described in Document Number 2007-179984, San Joaquin County Records, lying in the south half of Sections 31, Township 3 North, Range 6 East, Mount Diablo Base and Meridian, said easement being all that portion of said real property lying southerly of the following described line:

Beginning at a point on the west line of said parcel of land described in said Document Number 2007-179984, said point bearing North 00°36'41" East, 58.11 feet from the Point of Beginning of the above described line for the Waterline Easement; thence South 87°55'58" East, 589.44 feet; thence South 62°51'27" East 15.08 feet to the beginning of a non-tangent curve to the left, said curve having a radius of 21365.90 feet and a chord bearing South 89°08'08" East, 111.79 feet; thence Southeasterly 111.79 feet along said curve through a central angle of 00°17'59"; thence along a line parallel with and 80.00 feet north of said northerly right-of-way line of Eight Mile Road South 89°17'08" East, 2362.86 feet to the Point of Terminus of the herein described line.

Containing 5.761 Acres (4.205 Acres excluding Waterline Easement area), more or less.

Basis of Bearings: A line from City of Stockton monument Number 277 stamped "9N-3" to City of Stockton monument Number 1 stamped "EMPIRE 1997" which bears South 82°16'34" West. Bearings and distances in this description are based on the North American Datum of 1983 (NAD83) converted to the California Coordinate System of 1983, Zone 3 (CCS83-III) as referenced by the City of Stockton Horizontal Control System, record of survey filed in book 35 of surveys at page 5. Grid distances must be multiplied by 1.00005256 to obtain ground distances.

END OF DESCRIPTION

jab
06301
3/12/09

William M. Koch, P.L.S. #8092
License Expires: 03-31-10

Siegfried Engineering, Inc
BASIS OF BEARINGS:
A LINE FROM COS MONUMENT STAMPED "9N-3" TO COS MONUMENT STAMPED "EMPIRE 1997" WHICH BEARS SOUTH 82°16'34" WEST, A GRID DISTANCE OF 36,157.15 FEET. GRID DISTANCES SHOWN MUST BE MULTIPLIED BY 1.00005256 TO OBTAIN GROUND DISTANCES.

BRASS DISK STAMPED "EMPIRE 1997"
COSHCS, R.S. 35-05 MONUMENT NO.1
NAD 83 TO CCS83-III 1991.35 EPOCH
N 2203980.92
E 6274413.30

LEGEND:
BOB BASIS OF BEARINGS
INSTRUMENT NUMBER
DOCUMENT NUMBER
OFFICIAL RECORDS
NUMBER
VOLUME
PAGE
POINT OF BEGINNING
POINT OF COMMENCEMENT
POINT OF TERMINUS
RIGHT OF WAY
CENTERLINE
TEMPORARY CONSTRUCTION EASEMENT
RECORD OF SURVEY, BOOK-PAGE
CITY OF STOCKTON HORIZONTAL CONTROL SYSTEM
CCS83-III CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 3
NAD83 NORTH AMERICAN DATUM OF 1983

PREPARED BY SIEGFRIED ENGINEERING, INC.
EXHIBIT "B"

Temporary Construction Easement 5.761 Acres

POB TCE
S62°51'27"E 10.82'
N0°36'41"E 58.11' S62°51'27"E 15.08'
S87°55'58"E 589.44'

POB Waterline Easement, PG&E
22' Wide Water Line Easement 1.556 Acres

POB TCE
S89°21'55"E 586.58'

WP 0.5' E 8 Mile Road
27' Wide PG&E Easement, PG&E

DWG. #2103-06-0631

Curve No. RADIUS DELTA ARC LENGTH CHORD
C1 21365.90' 0°17'59" 111.79' S89°08'08"E 111.79'

Brass Disk Stamped "GN-3" (See Basis of Bearings Sheet 1)

Legend:
- BOB: Basis of Bearings
- I.N.: Instrument Number
- D.N.: Document Number
- O.R.: Official Records
- N.: Number
- V.: Volume
- P.: Pace
- P.O.B.: Point of Beginning
- P.O.C.: Point of Change of Direction
- P.O.T.: Point of Terminus
- R.W.: Right of Way
- C.L.: Centerline
- T.C.E.: Temporary Construction Easement
- R.S.: Record of Survey Book-Page
- C.O.S.H.C.S.: City of Stockton Horizontal Control System
- C.C.S.: California Coordinate System of 1983, Zone 3
- N.A.D. 83: North American Datum of 1983

Prepared by Siegfried Engineering, Inc.

Sheet 2 of 2

Waterline and Temporary Construction Easements
APN: 055-200-04

City of Stockton
Department of Public Works

4518A
EXHIBIT "C"

TRINITY CAPITAL DEVELOPMENT, LLC
EASEMENT DESCRIPTION
APN 055-110-14

WATERLINE AND TEMPORARY CONSTRUCTION EASEMENTS

Being a portion of the Parcel 1 as shown on the map filed in Book 36 of Surveys, at Page 29, San Joaquin County Records, lying in Section 36 and the East 1/2 of Section 35, Township 3 North, Range 5 East, Mount Diablo Base and Meridian, and more particularly described as follows:

Waterline Easement

Commencing at a brass disk marking City of Stockton monument Number 277 stamped "9N-3" in monument box at the intersection of Eight Mile Road and the on-off ramps on the west side of Interstate 5, said brass disk having North American Datum of 1983 (NAD83) converted to the California Coordinate System of 1983, Zone 3 (CCS83-III) as referenced by the City of Stockton Horizontal Control System shown on the survey filed in volume 35 of surveys at page 5, epoch date 1991.35, with state plane coordinates of 2,208,840.50 feet North and 6,310,242.39 feet East; thence South 82°16'34" West, a grid distance of 36,157.15 feet to a brass disk marking City of Stockton monument Number 1 stamped "EMPIRE 1997", station located 6.9 miles west of the intersection of Interstate 5 and Eight Mile Road, to the Venice Island Ferry, 1.6 miles south on the levee road to a steel pipe fence, said brass disk having North American Datum of 1983 (NAD83) converted to the California Coordinate System of 1983, Zone 3 (CCS83-III) as referenced by said City of Stockton Horizontal Control System shown on said survey filed in volume 35 of surveys at page 5, epoch date 1991.35, state plane coordinates of 2,203,980.92 feet North and 6,274,413.30 feet East; thence North 81°34'49" East, a grid distance of 33541.18 feet to a point on the northerly right-of-way line of Eight Mile Road as shown on said map of survey, said northerly line being the south line of said Parcel 1, and said point being the Point of Beginning of herein described easement; thence along said northerly right-of-way line, North 88°17'21" West, 17.68 feet; thence North 46°42'19" East, 32.34 feet; thence South 88°45'34" East, 307.45 feet; thence North 89°28'20" East, 274.19 feet; thence South 45°31'45" East, 35.39 feet to said northerly right-of-way line; thence along said northerly right-of-way line the following three (3) courses:

1. South 89°23'49" West, 52.40 feet to a tangent curve to the right, said curve having a radius of 12210.70 feet and a chord bearing North 89°26'46" West, 493.10 feet;
2. Northwesterly 493.13 feet along said curve through a central angle of 02°18'50"; and
3. North 88°17'21" West, 67.24 feet to the Point of Beginning.

Containing 14,518 Square Feet, more or less.
EXHIBIT "C"

Temporary Construction Easement

Being a portion of the Parcel 1 as shown on the map filed in Book 36 of Surveys, at Page 29, San Joaquin County Records, lying in Section 36, Township 3 North, Range 5 East, Mount Diablo Base and Meridian, said easement being all that portion of said real property lying southerly of the following described line:

Commencing at the Point of Beginning of the Waterline Easement described above; thence along the northerly right-of-way line of Eight Mile Road, said right-of-way being the southerly line of said Parcel 1, North 88°17'21" West, 167.48 feet to the westerly line of said Parcel 1; thence along said westerly line the following two (2) courses:

1. North 01°42'12" East, 8.42 feet; and
2. North 35°14'29" West, 39.52 feet to the Point of Beginning of the herein described line;

thence along a line 40.00 feet north of said northerly right-of-way line, South 88°17'21" East, 146.39 feet; thence North 46°42'19" East, 28.28 feet; thence along a line 60.00 feet north of said northerly right-of-way line the following three (3) courses:

1. South 88°17'21" East, 92.10 feet to a tangent curve to the left, said curve having a radius of 12150.70 feet, and a chord bearing South 89°26'46" East 490.67 feet;
2. Southeasterly 490.71 feet along said curve through a central angle of 02°18'50"; and
3. North 89°23'49" East, 59.64 feet;

thence South 45°31'45" East, 28.25 feet; thence along a line 40.00 feet north of said northerly right-of-way line, North 89°23'49" East 486.64 feet; thence South 00°36'11" East, 3.50 feet; thence North 89°23'49" East, 125.48 feet; thence South 00°36'11" East, 31.50 feet; thence North 89°23'49" East, 90.41 feet; thence North 00°36'11" West, 35.00 feet; thence along a line 40.00 feet north of said northerly right-of-way line, North 89°23'49" East 899.48 feet to the easterly line of said Parcel 1 and the Point of Terminus of the herein described line.

Except Therefrom the parcel of land deeded to Pacific Gas & Electric Company as described in Instrument Number 93070679, San Joaquin County Records.

Containing 2.078 Acres (1.745 Acres excluding Waterline Easement area), more or less.

Basis of Bearings: A line from City of Stockton monument Number 277 stamped "9N-3" to City of Stockton monument Number 1 stamped "EMPIRE 1997" which bears South 82°16'34" West. Bearings and distances in this description are based on the North American Datum of 1983 (NAD83) converted to the California Coordinate System of 1983.
EXHIBIT "C"

Trinity Capital Development, LLC (Cont'd.)

1983, Zone 3 (CCS83-III) as referenced by the City of Stockton Horizontal Control System, record of survey filed in book 35 of surveys at page 5. Grid distances must be multiplied by 1.00005256 to obtain ground distances.

END OF DESCRIPTION

jab
06301
3/05/09

William M. Koch, P.L.S. #8092
License Expires: 03-31-10

Siegfried Engineering, Inc.
4514A
EXHIBIT "E"

HALL, HAMMONDS AND HICKS
EASEMENT DESCRIPTION

APN 055-110-16 AND APN 055-110-17

WATERLINE AND TEMPORARY CONSTRUCTION EASEMENTS

Being a portion of the 51.4053 Acre Parcel and 8.7129 Acre Parcel as shown on the map filed in Book 32 of Surveys, at Page 87, San Joaquin County Records, lying in Section 36, Township 3 North, Range 5 East, and Section 31, Township 3 North, Range 6 East, Mount Diablo Base and Meridian, and more particularly described as follows:

**Waterline Easement**

A 22' wide Waterline Easement, which lies 15.25 feet south and 6.75 feet north of the following described line:

Commencing at a brass disk marking City of Stockton monument Number 1 stamped "EMPIRE 1997", station located 6.9 miles west of the intersection of Interstate 5 and Eight Mile Road, to the Venice Island Ferry, 1.6 miles south on the levee road to a steel pipe fence, said brass disc having North American Datum of 1983 (NAD83) converted to the California Coordinate System of 1983, Zone 3 (CCS83-III) as referenced by the City of Stockton Horizontal Control System shown on the survey filed in volume 35 of surveys at page 5, epoch date 1991.35, state plane coordinates of 2,203,980.92 feet North and 6,274,413.30 feet East; thence North 82°16'34" East, a grid distance of 36157.15 feet to a brass disk marking City of Stockton monument Number 277 stamped "9N-3" in monument box at the intersection of Eight Mile Road and the on-off ramps on the west side of Interstate 5, said brass disc having North American Datum of 1983 (NAD83) converted to the California Coordinate System of 1983, Zone 3 (CCS83-III) as referenced by the City of Stockton Horizontal Control System shown on said survey filed in volume 35 of surveys at page 5, epoch date 1991.35, with state plane coordinates of 2,208,840.50 feet North and 6,310,242.39 feet East; thence North 80°57'47" East, a grid distance of 439.83 feet to a point on the northeast corner boundary of Interstate 5 and Eight Mile Road intersection, said point lying on the northbound on-ramp approach and shown having a bearing of North 82°46'21" West and length of 182.03 feet on said map of survey, said point being 4.50 feet southeast of the northwest terminus of said North 82°46'21" West course and being the **Point of Beginning** for the herein described line; thence North 45°00'00" East, 36.37 feet; thence South 86°17'10" East, 474.72 feet; thence South 88°54'07" East, 178.47 feet; thence South 87°53'55" East, 252.05 feet to a point on the east line of said 9.7129 Acre Parcel and the **Point of Termination** of the herein described line.

Containing 20,564 Square Feet, more or less.

The sidelines of said easement shall be shortened or lengthened to terminate at said northeasterly boundary of Interstate 5 and Eight Mile Road intersection and the east line of said 9.7129 Acre Parcel.
Temporary Construction Easement

Temporary Construction Easement, said easement being all that portion of said real property lying southerly of the following described line:

Commencing at the Point of Beginning of the Waterline Easement described above; thence along the Northeasterly boundary of Interstate 5 and Eight Mile Road intersection as shown on said map of survey the following two (2) courses:

1. North 82°45'28" West, 4.50 feet; and
2. North 58°27'41" West, 22.05 feet to the Point of Beginning;

thence North 45°00'00" East, 75.53 feet; thence along a line parallel with and 40.00 feet north of the offset line for the Waterline Easement described above South 86°17'10" East, 379.23 feet; thence South 87°55'58" East, 520.56 feet to a point on the east line of said 9.7129 Acre Parcel, said point lying 60.00 feet north of the northerly right-of-way of Eight Mile Road as shown on said map of survey and being the Point of Termination of the herein described line.

Containing 1.395 Acres (0.923 Acres excluding Waterline Easement area), more or less.

Basis of Bearings: A line from City of Stockton monument Number 277 stamped "9N-3" to City of Stockton monument Number 1 stamped "EMPIRE 1997" which bears South 82°16'34" West. Bearings and distances in this description are based on the North American Datum of 1983 (NAD83) converted to the California Coordinate System of 1983, Zone 3 (CCS83-III) as referenced by the City of Stockton Horizontal Control System, record of survey filed in book 35 of surveys at page 5. Grid distances must be multiplied by 1.00005256 to obtain ground distances.

END OF DESCRIPTION

jab
06301
3/06/09

William M. Koch, P.L.S. #8092
License Expires: 03-31-10

4516A
EXHIBIT "F"

INTERSTATE ROUTE NO. 5
ON-RAMP

POB TCE

POB WATERLINE EASEMENT, POC TCE

SEC. CORNER

POT WATERLINE EASEMENT

LINE TABLE

| L1 | N43°00'00"E | 36.37' |
| L2 | S86°17'10"E | 474.72' |
| L3 | S88°54'07"E | 178.47' |
| L4 | S87°53'55"E | 252.05' |
| L5 | N82°45'28"W | 4.50' |
| L6 | N56°27'41"W | 22.05' |
| L7 | N43°00'00"E | 75.53' |
| L8 | S86°17'10"E | 379.23' |
| L9 | S87°55'58"E | 520.56' |

BASIS OF BEARINGS:

A LINE FROM COS MONUMENT STAMPED "3N-3" TO COS MONUMENT STAMPED "EMPIRE 1997" WHICH BEARS SOUTH 82°16'34" WEST, A GRID DISTANCE OF 36,157.13 FEET. GRID DISTANCES SHOWN MUST BE MULTIPLIED BY 1.00005256 TO OBTAIN GROUND DISTANCES.

STOCKTON DEEP WATER CHANNEL

BRASS DISK STAMPED "EMPIRE 1997"
COSHCS, R.S. 35-05 MONUMENT NO.1
NAD 83 TO CCS83-III 1991.35 EPOCH
N 2203980.92
E 6274413.30

LEGEND:

BOB BASIS OF BEARINGS
L.N. INSTRUMENT NUMBER
D.N. DOCUMENT NUMBER
O.R. OFFICIAL RECORDS
N.O. NUMBER
VOL. VOLUME
P.G. PAGE
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
P.O.T. POINT OF TERMINUS
R/W RIGHT OF WAY
C.L. CENTERLINE
TCE TEMPORARY CONSTRUCTION EASEMENT
R.S. RECORD OF SURVEY BOOK-PAGE
COSHCS CITY OF STOCKTON HORIZONTAL CONTROL SYSTEM
CCS83-III CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 3
NAD83 NORTH AMERICAN DATUM OF 1983

PREPARED BY SIEGFRIED ENGINEERING, INC.

WATERLINE AND TEMPORARY CONSTRUCTION EASEMENTS
APN: 055-110-16 AND 17

CITY OF STOCKTON
DEPARTMENT OF PUBLIC WORKS

3/12/09

DIGITIZED

03/12/09

REV. NO. REV. DATE REV. BY

WATERLINE AND TEMPORARY CONSTRUCTION EASEMENTS

CITY OF STOCKTON
DEPARTMENT OF PUBLIC WORKS

4/14/09

DRAWING NO.

A4516A
EXHIBIT "G"

HALL, HAMMONDS AND HICKS
EASEMENT DESCRIPTION
APN 055-200-09 AND APN 055-200-10

WATERLINE AND TEMPORARY CONSTRUCTION EASEMENTS

Being a portion of Parcel 1 and Parcel 2 as shown on the map filed in Book 12 of Parcel Maps, at Page 109, San Joaquin County Records, lying in Section 31, Township 3 North, Range 6 East, Mount Diablo Base and Meridian, being more particularly described as follows:

Waterline Easement

A 22' wide Waterline Easement, which lies 15.25 feet south and 6.75 feet north of the following described line:

Commencing at a brass disk marking City of Stockton monument Number 1 stamped "EMPIRE 1997", station located 6.8 miles west of the intersection of Interstate 5 and Eight Mile Road, to the Venice Island Ferry, 1.6 miles south on the levee road to a steel pipe fence, said brass disc having North American Datum of 1983 (NAD83) converted to the California Coordinate System of 1983, Zone 3 (CCS83-III) as referenced by the City of Stockton Horizontal Control System shown on the survey filed in volume 35 of surveys at page 5, epoch date 1991.35, state plane coordinates of 2,203,980.92 feet North and 6,274,413.30 feet East; thence North 82°16'34" East, a grid distance of 36157.15 feet to a brass disk marking City of Stockton monument Number 277 stamped "9N-3" in monument box at the intersection of Eight Mile Road and the on-off ramps on the west side of Interstate 5, said brass disc having North American Datum of 1983 (NAD83) converted to the California Coordinate System of 1983, Zone 3 (CCS83-III) as referenced by the City of Stockton Horizontal Control System shown on said survey filed in volume 35 of surveys at page 5, epoch date 1991.35, with state plane coordinates of 2,208,840.50 feet North and 6,310,242.39 feet East; thence North 87°50'33" East, a grid distance of 1365.10 feet to a point on the west line of said Parcel 1, said point being 20.23 feet from the southwest corner of said Parcel 1 and also being the Point of Beginning; thence South 87°53'55" East, 1568.21 feet; thence North 47°06'05" East, 14.00 feet; thence South 89°21'55" East, 109.78 feet to a point on the east line of said Parcel 2 and the Point of Termination of the herein described line.

The sidelines of said easement shall be shortened or lengthened to terminate at said west line of Parcel 1 and said east line of Parcel 2.

Containing 37,221 Square Feet, more or less.
EXHIBIT "G"

Hall, Hammonds and Hicks (Cont'd.)

Temporary Construction Easement

Temporary Construction Easement, said easement being all that portion of said real property lying southerly of the following described line:

Beginning at a point on the west line of said Parcel 1 which bears North 1°20'52" West 39.88 feet from the Point of Beginning of the above described line for the Waterline Easement; thence parallel with and 60.00 feet north of the north right-of-way line of Eight Mile as shown on said parcel map South 87°55'58" East, 1510.90 feet; thence North 47°06'05" East, 42.45 feet; thence parallel with and 90.00 feet north of said north right-of-way line of Eight Mile South 87°55'58" East, 147.83 feet to the east line of said Parcel 2, and the Point of Termination of the herein described line.

Containing 2.438 Acres (1.584 Acres excluding Waterline Easement area), more or less.

Basis of Bearings: A line from City of Stockton monument Number 277 stamped "9N-3" to City of Stockton monument Number 1 stamped "EMPIRE 1997" which bears South 82°16'34" West. Bearings and distances in this description are based on the North American Datum of 1983 (NAD83) converted to the California Coordinate System of 1983, Zone 3 (CCS83-III) as referenced by the City of Stockton Horizontal Control System, record of survey filed in book 35 of surveys at page 5. Grid distances must be multiplied by 1.00005256 to obtain ground distances.

END OF DESCRIPTION

jab
06301
3/12/09

William M. Koch, P.L.S. #8092
License Expires: 03-31-10

3.13.09

Siegfried Engineering, Inc.
BASIS OF BEARINGS:
A LINE FROM COS MONUMENT STAMPED "9N-3" TO COS MONUMENT
STAMPED "EMPIRE 1997" WHICH BEARS SOUTH 82°16'34" WEST A
GRID DISTANCE OF 36,157.15 FEET. GRID DISTANCES SHOWN MUST
BE MULTIPLIED BY 1.00005256 TO OBTAIN GROUND DISTANCES.

STOCKTON DEEP WATER CHANNEL
BRASS DISK STAMPED "EMPIRE 1997"
COSHCS, R.S. 35-05 MONUMENT NO.1
NAD 83 TO CCS83-III 1991.35 EPOCH
N 2203980.92
E 6274413.30

LEGEND:
BOB BASIS OF BEARINGS
L.N. INSTRUMENT NUMBER
D.N. DOCUMENT NUMBER
O.R. OFFICIAL RECORDS
N. NUMBER
VOL. VOLUME
P. PAGES
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
PTT POINT OF TERMINUS
R/W RIGHT OF WAY
C.L. CENTERLINE
TCE TEMPORARY CONSTRUCTION EASEMENT
R.S. RECORD OF SURVEY BOOK-PAGE
COSHCS CITY OF STOCKTON HORIZONTAL CONTROL SYSTEM
CCS83-III CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 3
NAD83 NORTH AMERICAN DATUM OF 1983

PREPARED BY SIEGFRIED ENGINEERING, INC.
DEPARTMENT OF PUBLIC WORKS
WATERLINE AND TEMPORARY CONSTRUCTION EASEMENTS

Being a portion of the 339.777 Acre Parcel as shown on the map filed in Book 28 of Surveys, at Page 134, San Joaquin County Records, lying in Sections 1 and 2, Township 2 North, Range 5 East, and Sections 35 and 36, Township 3 North, Range 5 East, Mount Diablo Base and Meridian, more particularly described as follows:

Waterline Easement

A 25 foot wide Waterline Easement, the centerline of which is described as follows:

Commencing at a brass disk marking City of Stockton monument Number 277 stamped “9N-3” in monument box at the intersection of Eight Mile Road and the on-off ramps on the west side of Interstate 5, said brass disk having North American Datum of 1983 (NAD83) converted to the California Coordinate System of 1983, Zone 3 (CCS83-III) as referenced by the City of Stockton Horizontal Control System shown on the survey filed in volume 35 of surveys at page 5, epoch date 1991.35, with state plane coordinates of 2,208,840.50 feet North and 6,310,242.39 feet East; thence South 82°16'34" West, a grid distance of 36,157.15 feet to a brass disk marking City of Stockton monument Number 1 stamped “EMPIRE 1997”, station located 6.9 miles west of the intersection of Interstate 5 and Eight Mile Road, to the Venice Island Ferry, 1.6 miles south on the levee road to a steel pipe fence, said brass disk having North American Datum of 1983 (NAD83) converted to the California Coordinate System of 1983, Zone 3 (CCS83-III) as referenced by said City of Stockton Horizontal Control System shown on said survey filed in volume 35 of surveys at page 5, epoch date 1991.35, state plane coordinates of 2,203,980.92 feet North and 6,274,413.30 feet East; thence North 80°34'44" East, a grid distance of 30349.23 feet to a point on the northerly right-of-way line of Eight Mile Road as shown on said map of survey, said northerly line being the south line of said 339.77 Acre Parcel, and said point being the Point of Beginning of herein described centerline; thence North 45°00'00" East, 24.42 feet; thence South 88°09'45" East, 840.14 feet; thence South 88°17'23" East, 2215.77 feet to a point on the easterly line of said 339.77 Acre Parcel, said point also being the Point of Terminus of the herein described centerline.

The sidelines of said easement shall be shortened or lengthened to terminate at said northerly right-of-way line of Eight Mile Road and said easterly line of 339.777 Acre Parcel.

Containing 1.768 Acres, more or less.
Temporary Construction Easement

Being a portion of the 339.777 Acre Parcel as shown on the Record of Survey filed in Book 28, at Page 134, San Joaquin County Records, lying in Sections 1 and 2, Township 2 North, Range 5 East, and Sections 35 and 36, Township 3 North, Range 5 East, Mount Diablo Base and Meridian, said easement being all that portion of said real property lying southerly of the following described line:

Commencing at the Point of Beginning of the Waterline Easement described above; thence along the northerly right-of-way line of Eight Mile Road, said right-of-way being the southerly line of said 337.777 Acre Parcel, North 89°31'46" West, 1251.46 feet to the westerly line of said 339.777 Acre Parcel; thence along said westerly line, North 00°09'55" East, 40.00 feet to the Point of Beginning of the herein described line; thence along a line parallel with and 40.00 feet north of said northerly right-of-way of Eight Mile Road, South 89°31'45" East, 1220.88 feet; thence North 45°00'00" East 37.87 feet; thence along a line parallel with and 67.00 feet north of said northerly right-of-way line of Eight Mile Road the following three courses:

1. South 89°31'46" East, 364.68 feet to the beginning of a tangent curve to the right, said curve having a radius of 23025.30 feet and a chord bearing South 88°54'34" East, 498.42 feet;
2. Southeasterly 498.43 feet along said curve through a central angle of 01°14'25";
3. South 88°17'21" East, 2131.49 feet to said easterly line of said 339.777 Acre Parcel and the Point of Terminus of the herein described line.

Containing 5.879 Acres (4.111 Acres excluding Waterline Easement area), more or less.

Basis of Bearings: A line from City of Stockton monument Number 277 stamped "9N-3" to City of Stockton monument Number 1 stamped "EMPIRE 1997" which bears South 82°16'34" West. Bearings and distances in this description are based on the North American Datum of 1983 (NAD83) converted to the California Coordinate System of 1983, Zone 3 (CCS83-III) as referenced by the City of Stockton Horizontal Control System, record of survey filed in book 35 of surveys at page 5. Grid distances must be multiplied by 1.00005256 to obtain ground distances.

END OF DESCRIPTION

William M. Koch, P.L.S. #8092
License Expires: 03-31-10

Siegfried Engineering, Inc

4513A
**EXHIBIT "J"**

**TEMPORARY CONSTRUCTION EASEMENT**

**SCALE:** 1" = 400'

**WATERLINE EASEMENT**

POB - 25' WIDE WATERLINE EASEMENT

& POC (TCE)

CL. EIGHT MILE ROAD

N. R/W & CITY LIMIT LINE

NAD 83 MONUMENT NO. 277

COS MONUMENT STAMPED "EMPIRE 1997"

COSHCS: R.S. 35-05 MONUMENT NO. 1

NAD 83 TO CCS83-III 1991.35 EPOCH

N 2203980.92

E 6274413.30

CURVE RADIUS 498.43'

CHORD 498.42'

**LINE TABLE**

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<th>NO.</th>
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<tbody>
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<tr>
<td>L3</td>
<td>N45'00&quot;00&quot;E</td>
<td>37.87'</td>
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<tr>
<td>L4</td>
<td>S89'31&quot;46&quot;E</td>
<td>364.68'</td>
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<tr>
<td>L5</td>
<td>S88'17&quot;21&quot;E</td>
<td>2191.49'</td>
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<td>L6</td>
<td>N45'00&quot;00&quot;E</td>
<td>24.42'</td>
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<td>L7</td>
<td>S89'09&quot;45&quot;E</td>
<td>840.14'</td>
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<td>L8</td>
<td>S88'17&quot;23&quot;E</td>
<td>2215.77'</td>
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**CURVE TABLE**

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<th>NO.</th>
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<th>ARC</th>
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<tr>
<td>210</td>
<td>23025.30'</td>
<td>114'25&quot;</td>
<td>498.43'</td>
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**BASIS OF BEARINGS:**

A LINE FROM COS MONUMENT STAMPED "9N-3" TO COS MONUMENT STAMPED "EMPIRE 1997" WHICH BEARS SOUTH 82°16'34" WEST, A GRID DISTANCE OF 36,157.15 FEET. GRID DISTANCES SHOWN MUST BE MULTIPLIED BY 1.00005256 TO OBTAIN GROUND DISTANCES.

**LEGEND:**

<table>
<thead>
<tr>
<th>BOB</th>
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<tr>
<td>I.N.</td>
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<td>D.N.</td>
<td>DOCUMENT NUMBER</td>
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<tr>
<td>O.R.</td>
<td>OFFICIAL RECORDS</td>
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<td>N.O.</td>
<td>NUMBER</td>
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<tr>
<td>V.O.</td>
<td>VOLUME</td>
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<td>P.G.</td>
<td>PAGE</td>
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<tr>
<td>P.O.B</td>
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<tr>
<td>P.O.C</td>
<td>POINT OF COMMENCEMENT</td>
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<td>P.O.T</td>
<td>POINT OF TERMINUS</td>
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<tr>
<td>R/W</td>
<td>RIGHT OF WAY</td>
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<tr>
<td>C.L.</td>
<td>CENTERLINE</td>
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<td>T.C.E</td>
<td>TEMPORARY CONSTRUCTION EASEMENT</td>
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<tr>
<td>R.S.</td>
<td>RECORD OF SURVEY, BOOK-PAGE</td>
</tr>
<tr>
<td>C.O.SHCS</td>
<td>CITY OF STOCKTON HORIZONTAL CONTROL SYSTEM</td>
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<td>CCS83-III</td>
<td>CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 3</td>
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<td>NAD83</td>
<td>NORTH AMERICAN DATUM OF 1983</td>
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PREPARED BY SIEGFRIED ENGINEERING, INC.
EXHIBIT K
FORM OF EASEMENT DEED

When Recorded, Return to:
City of Stockton
425 N. El Dorado Street, 3rd Floor
Stockton, CA  95202

Portion of APN

EASEMENT DEED TO THE CITY OF STOCKTON

THIS EASEMENT DEED, made this ____ day of _____________, 2009, by
and between ___________________________________________,
GRANTOR, and the CITY OF STOCKTON, a municipal corporation in the County of
San Joaquin, State of California, CITY,

WITNESSETH

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are
hereby acknowledged, GRANTOR hereby grants to CITY an easement for the
installation, construction, operation, maintenance, repair and replacement of a City of
Stockton water pipeline, and incidents necessary thereto, in, on, over, across, under,
and through the following described real property situate, lying and being in the City of
Stockton, County of San Joaquin, State of California, more particularly described as
follows:

See Exhibit "A" attached hereto.

IN WITNESS WHEREOF, GRANTOR has hereunto set its hand the day and
year first hereinabove written.

DATED: ____________

"GRANTOR"

By:

Printed Name:

Title: