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When Recorded Return to:
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# AMENDMENT TO MASTER PROJECT LEASE 

by and between the

# SACRAMENTO CITY FINANCING AUTHORITY 

and the

CITY OF SACRAMENTO

RELATING TO THE
CITY OF SACRAMENTO
2000 PUBLIC SAFETY AND PARKING IMPROVEMENTS

Executed and Entered Into as of July 1, 2000

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## AMENDMENT TO MASTER PROJECT LEASE

This Amendment to Master Project Lease (the "Amendment to Master Project Lease"), executed and entered into as of July 1, 2000, by and between the Sacramento City Financing Authority, a joint exercise of powers authority duly organized and existing under and by virtue of the laws of the State of California (the "Authority"), and the City of Sacramento, a municipal corporation duly organized and existing under and by virtue of the Constitution and laws of the State of California (the "City");

## WITNESSETH:

WHEREAS, the City and the Authority duly executed and entered into a Master Site Lease (the "Master Site Lease") as of December 1, 1999, that was recorded on December 14, 1999, in Book 991214 of the Official Records of Sacramento County, at Page 1004, whereby the City leased to the Authority those certain parcels of real property described therein (the "1999 Site"); and

WHEREAS, the Authority and the City thereafter duly executed and entered into a Master Project Lease (the "Master Project Lease") as of December 1, 1999, that was recorded on December 14, 1999, in Book 991214 of the Official Records of Sacramento County, at Page 1005, whereby the Authority and the City determined that it was in the best interests of the City and the residents of the City and the Redevelopment Agency of the City of Sacramento (the "Agency") for the Authority to assist the City and the Agency by financing and refinancing the acquisition and construction of improvements for the City and by financing the acquisition of loan obligations of the Agency so that the Agency can undertake redevelopment activities for the benefit of the City, and the Authority leased to the City the 1999 Site, together with the improvements located thereon (the "1999 Project"); and

WHEREAS, pursuant to the Master Project Lease, the Authority may from time to time finance or refinance the acquisition and construction of additional improvements for the City by (A) the City leasing additional parcels of real property (the "Additional Site," and together with the 1999 Site, the "Site") to the Authority as provided in the Master Site Lease, and (B) the Authority leasing such additional parcels of real property, together with the improvements thereon (the "Additional Project," and together with the 1999 Project, the "Project") to the City; and

WHEREAS, the City is obligated under the Master Project Lease to make scheduled base rental payments (the "1999 Base Rental Payments") and additional rental payments (the "1999 Additional Rental Payments") to the Authority for the lease of the 1999 Project by the Authority to the City; and

WHEREAS, the Authority and the City have determined to provide for the financing and refinancing of the acquisition and construction of improvements for the City constituting public safety facilities for the City more particularly defined herein and constituting parking facilities for the City more particularly defined herein (comprising Additional

Improvements for the City under the Master Project Lease, and herein the " 2000 Public Safety and Parking Improvements"); and

WHEREAS, in order to finance and refinance the acquisition and construction of the 2000 Public Safety and Parking Improvements, (A) the City will lease to the Authority, pursuant to the Amendment to Master Site Lease, those certain additional parcels of real property (the "2000 Site") more particularly described in Exhibit A attached hereto and incorporated herein and made a part hereof, which (together with the 1999 Site) will thereafter constitute the "Site" (as more particularly described in Exhibit B attached hereto and incorporated herein and made a part hereof) as provided in the Master Site Lease, and (B) the Authority will lease to the City, pursuant to the Amendment to Master Project Lease, the 2000 Site, together with the improvements thereon (the "2000 Project"), which (together with the 1999 Project) will thereafter constitute the "Project" as provided in the Master Project Lease; and

WHEREAS, pursuant to the Amendment to Master Project Lease, the City will become obligated thereunder to make additional scheduled base rental payments, which (together with the 1999 Base Rental Payments) will constitute the "Base Rental Payments" and additional rental payments, which (together with the 1999 Additional Rental Payments) will constitute the "Additional Rental Payments" to the Authority for the lease of the 2000 Project to the City; and

WHEREAS, the Authority and the City hereby certify that all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of the Amendment to Master Project Lease do exist, have happened and have been performed in regular and due time, form and manner as required by law; and the parties hereto are now duly authorized to execute and enter into the Amendment to Project Lease;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN AND FOR OTHER VALUABLE CONSIDERATION, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

## ARTICLE I

## DEFINTTIONS

## SECTION 1.01. Definitions.

(a) All terms which are defined in Section 1.01 of the Master Project Lease shall (except as otherwise provided herein) have the same definitions, respectively, in the Amendment to Master Project Lease that are given to such terms in Section 1.01 of the Master Project Lease.
(b) Unless the context otherwise requires, the terms defined in this section shall for all purposes hereof and of the Master Project Lease and of the 2000 Bonds and of any certificate, opinion, report, request or other document mentioned herein or therein have the
meanings defined herein, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined herein:

## 2000 Additional Rental Payments

"2000 Additional Rental Payments" means the payments payable by the City as Additional Rental Payments pursuant to Section 5.01(b) hereof, which constitute Additional Rental Payments under the Master Project Lease.

## Amendment to Master Project Lease

"Amendment to Master Project Lease" means this Amendment to Master Project Lease executed and entered into as of July 1, 2000, by and between the Authority and the City, amending the Master Project Lease to add the 2000 Project to the Project leased by the Authority to the City thereunder.

## Amendment to Master Site Lease

"Amendment to Master Site Lease" means the Amendment to Master Site Lease executed and entered into as of July 1, 2000, by and between the City and the Authority, amending the Master Site Lease to add the 2000 Site to the Site leased by the City to the Authority thereunder.

## 2000 Base Rental Payments

"2000 Base Rental Payments" means the payments payable by the City as Base Rental Payments pursuant to Section 5.01(a) hereof, which constitute Base Rental Payments under the Master Project Lease.

2000 Bonds

"2000 Bonds" means the Sacramento City Financing Authority 2000 Capital Improvement Revenue Bonds (City of Sacramento 2000 Public Safety and Parking Improvements) issued by the Authority under and pursuant to the 2000 Indenture, a portion of the proceeds of which are to be used by the Authority as the source of funds for the payment of the purchase price of the Amendment to Master Project Lease and used by the City to finance or refinance the acquisition and construction of the 2000 Public Safety and Parking Improvements, which constitute Additional Bonds under the Master Project Lease.

## 2000 Indenture

'"2000 Indenture" means that certain Indenture dated as of July 1, 2000, by and between the Authority and the Trustee, as originally executed and as it may from time to time be amended or supplemented as provided therein, pursuant to which the Authority will execute and deliver the 2000 Bonds, which constitutes a Supplemental Indenture under the Master Project Lease.

## 2000 Project

" 2000 Project" means the 2000 Site, together with the improvements thereon, that have been leased by the Authority to the City pursuant hereto, which constitutes an Additional Project under the Master Project Lease.

2000 Project Reserve Fund
"'2000 Project Reserve Fund" means the City of Sacramento 2000 Project Reserve Fund established pursuant to Section 5.03 hereof and maintained by the Treasurer of the City.

## 2000 Public Safety and Parking Improvements

"2000 Public Safety and Parking Improvements" means those certain public safety facilities for the City comprising buildings to be used primarily as administrative headquarters of the City Fire and Police Department and those certain parking facilities for the City comprising a revenue control system for some of the parking facilities owned by the City and an additional parking facility within the City, which constitute Additional Improvements under the Master Project Lease.

## 2000 Public Safety and Parking Improvements Improvement Fund

"2000 Public Safety and Parking Improvements Improvement Fund" means the City of Sacramento 2000 Public Safety and Parking Improvements Improvement Fund established pursuant to Section 4.01 hereof and maintained by the Treasurer of the City.

2000 Reserve Requirement
"2000 Reserve Requirement" means $\$ 2,815,812.50$, being the maximum annual 2000 Base Rental Payments payable hereunder.

## 2000 Site

"2000 Site" means those certain parcels of real property that have been leased to the Authority by the City pursuant hereto, as more particularly described in Exhibit A attached hereto and incorporated herein and made a part hereof, which constitutes an Additional Site under the Master Site Lease and under the Master Project Lease.

## ARTICLEII

## ADDITION OF 2000 PROJECT TO THE PROJECT

SECTION 2.01. Addition of 2000 Project to the Project. The Master Project Lease is hereby amended by the parties hereto to add the 2000 Project as an Additional Project to the Project, and the 2000 Project is hereby added to the leasehold estate created under the Master Project Lease.

## ARTICLE III

## EXTENSION OF TERM OF THE MASTER PROJECT LEASE

SECTION 3.01. Extension of Term of the Master Project Lease. The term hereof shall commence on July 1, 2000, or the date the Amendment to Project Lease is recorded, which date is later, and shall (subject to Section 14.06 of the Master Project Lease) terminate on May 31, 2030, and the term of the Master Project Lease is hereby extended by the parties hereto to May 31, 2030; provided, that if prior to May 31, 2030, all Base Rental Payments and the interest accrued thereon and all Additional Rental Payments and the interest accrued thereon and all fees and expenses of the Trustee shall have been paid or deemed paid as provided herein, the term of the Master Project Lease shall (subject to Section 14.06 thereof) end on the date of such payment or deemed payment.

## ARTICLE IV

## USE OF PROCEEDS

SECTION 4.01. Use of Proceeds. The parties hereto agree that the proceeds paid to the City under the Amendment to Master Project Lease, which constitutes the payment of the purchase price of the Amendment to Master Project Lease, shall (except for the portion of such proceeds required to be deposited in the 2000 Project Reserve Fund and used to fund the 2000 Reserve Requirement as provided in Section 5.03 hereof) be deposited by the City in the "City of Sacramento 2000 Public Safety and Parking Improvements Improvement Fund," which fund is hereby established and which fund the City agrees and covenants to maintain with the Treasurer of the City, and the proceeds in the 2000 Public Safety and Parking Improvements Improvement Fund shall be used by the City to finance or refinance the acquisition and construction of the 2000 Public Safety and Parking Improvements and to pay the interest components of the 2000 Base Rental Payments allocable to the public safety facilities portion of the 2000 Public Safety and Parking Improvements due hereunder through June 1, 2002.

## ARTICLE V

## 2000 RENTAL PAYMENTS

SECTION 5.01. Payment of 2000 Rental Payments. The City agrees to pay to the Authority, its successor or assigns, without deduction or offset of any kind, as rental for the use and occupancy of the 2000 Project the following amounts at the following times:
(a) 2000 Base Rental Payments. The City shall pay to the Authority the 2000 Base Rental Payments which shall be due in the amounts and at the times set forth in the 2000 Base Rental Payment Schedule contained in Exhibit B attached hereto and made a part hereof, Which 2000 Base Rental Payments shall be payable by the City for the lease of the 2000 Project to it. Each Base Rental Payment shall be payable to the Trustee (as assignee of the Authority pursuant to the 2000 Indenture) in immediately available funds on the Business Day immediately preceding such Base Rental Payment Date (the "Due Date"), and any payments remitted to the

Trustee prior to any Due Date shall be invested for the credit of the City as instructed by the City, and any interest or other income with respect thereto accruing prior to each such Due Date shall belong to the City and shall be returned by the Trustee, on behalf of the Authority, to the City on June 1 and December 1 of each year or shall be transferred as directed by the City. The City shall provide written notice to the Trustee at least thirty (30) Business Days prior to any Interest Payment Date upon which it expects to be unable to pay the Base Rental Payment due on such Interest Payment Date, informing the Trustee of its expected inability to pay the Base Rental Payment due on such Interest Payment Date.
(b) 2000 Additional Rental Payments. The City shall pay to the Authority or the Trustee, as the case may be, as 2000 Additional Rental Payments hereunder (in addition to the foregoing 2000 Base Rental Payments) all such amounts in each year as shall be required by the Authority or the Trustee for the payment of all costs and expenses incurred by the Authority or the Trustee in connection with the performance, enforcement or amendment of the Amendment to Master Project Lease, including but not limited to payment of all fees, costs and expenses and all administrative costs of the Authority or the Trustee in connection with the 2000 Project, together with all salaries and wages of employees, all expenses, compensation and indemnification of the Trustee payable by the Authority under the 2000 Indenture, fees of auditors, accountants, attorneys or engineers, insurance premiums, taxes and all other necessary administrative costs of the Authority or charges required to be paid by it in order to maintain its existence or to comply with the terms of the 2000 Bonds or the 2000 Indenture or hereof. Such Additional Rental Payments shall be billed to the City by the Authority or by the Trustee from time to time, and all amounts so billed shall be due and payable by the City to the Authority or the Trustee, as designated in the bill to the City, within thirty (30) days after receipt of the bill by the City. The City reserves the right to audit billings for Additional Rental Payments although exercise of such right shall in no way affect the duty of the City to make full and timely payment for all Additional Rental Payments.

## SECTION 5.02. Prepayment of 2000 Base Rental Payments.

(a) The City may prepay, from eminent domain proceeds or net insurance proceeds received by it pursuant to Section 9.01 of the Master Project Lease, all or any portion of the principal components of 2000 Base Rental Payments then unpaid, as a whole on any date or in part on any date in integral multiples of five thousand dollars ( $\$ 5,000$ ) so that the aggregate annual amounts of principal components of 2000 Base Rental Payments which shall be payable after such prepayment date shall each be in an integral multiple of five thousand dollars $(\$ 5,000)$ and shall be as nearly proportional as practicable to the aggregate annual amounts of principal components of 2000 Base Rental Payments then unpaid, at a prepayment price equal to the sum of the principal components prepaid plus accrued interest thereon to the date of prepayment, without a prepayment premium.
(b) The City may prepay, from any source of available funds, all or any portion of the principal components of 2000 Base Rental Payments due on the Principal Payment Dates on or after June 1, 2011, as a whole on any date on or after June 1, 2010, or in part in such amounts in integral multiples of five thousand dollars ( $\$ 5,000$ ) and from such maturities as are selected by the City (or if the City fails to select such maturities, in inverse order of maturity) on any Interest Payment Date on or after June 1, 2010, at a prepayment price equal to the sum of the
principal components prepaid plus accrued interest thereon to the date of prepayment plus a prepayment premium equal to a percentage of the principal amount thereof, in accordance with the following schedule:

| Prepayment Period <br> (Dates Inclusive) |  |
| :--- | :---: |
| June 1, 2010, through May 31, 2011 | $101 \%$ |
| June 1, 2011, and thereafter | 100 |

Before making any prepayment pursuant to this section, the City shall, within five (5) Business Days following the event creating such right or obligation to prepay, give written notice to the Authority and the Trustee describing such event and specifying the date on which the prepayment will be made, which date shall be not less than seventy-five (75) days from the date such notice is given.

SECTION 5.03. 2000 Project Reserve Fund. The City agrees on the date the term hereof commences to deposit a sum of money equal to the 2000 Reserve Requirement in the "City of Sacramento 2000 Project Reserve Fund," which fund is hereby established and which fund the City agrees and covenants to maintain with the Treasurer of the City in trust for the benefit of the Authority for the Holders of the 2000 Bonds. The amount on deposit in the 2000 Project Reserve Fund shall be maintained at the 2000 Reserve Requirement at all times while the 2000 Bonds are outstanding, except to the extent required for the purposes set forth in this section. All money in the 2000 Project Reserve Fund shall be invested by the City in Legal Investments (as that term is defined in the 2000 Indenture) and be used and withdrawn by the Treasurer of the City solely for the purpose of paying the 2000 Base Rental Payments in the event of delinquency of any of such payments or (together with any other money available therefor) for the payment or prepayment of all then unpaid 2000 Base Rental Payments. The City agrees that, if ever the 2000 Project Reserve Fund is drawn upon, the first 2000 Base Rental Payments made thereafter shall be used to restore the 2000 Project Reserve Fund to an amount equal to the 2000 Reserve Requirement. All money on deposit in the 2000 Project Reserve Fund in excess of the 2000 Reserve Requirement shall be deposited by the City in the Revenue Fund established under the 2000 Indenture on or before June 1 of each year. When the 2000 Bonds are no longer outstanding under the 2000 Indenture, any balance of money remaining in the 2000 Project Reserve Fund shall be transferred to such other fund or account of the City or shall be otherwise used by the City for any lawful purpose as the City may direct.

## ARTICLE VI

## MISCELLANEOUS

SECTION 6.01. Notices. All written notices to be given hereunder shall be given by first class mail to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other parties in writing from time to time, namely:
If to the Authority:
Sacramento City Financing Attorney c/o City Attorney City of Sacramento 980 Ninth Street, $10^{\text {th }}$ Floor Sacramento, California 95814
If to the City:
City of Sacramento c/o City Treasurer
City of Sacramento
926 J Street, Suite 300
Sacramento, California 95814
If to the Trustee:
BNY Western Trust Company
550 Kearny Street, Suite 600
San Francisco, California 94108
Attention: Corporate Trust Department
FAX: 415/399-1647

SECTION 6.02. Effect of Amendment. Except as in the Amendment to Master. Project Lease otherwise provided, the Master Project Lease and all agreements, conditions, covenants and terms contained therein shall remain in full force and effect, and are hereby approved, confirmed and ratified by the parties hereto; provided, that Section 8.03 of the Master Project Lease is supplemented to provide that, with respect to the 2000 Project and any Additional Project, the self-insurance claims funds provided therein shall be held in a separate fund maintained by the City or such other entity designated by the City, and such self-insurance program need not be approved by any Bond Insurer.

SECTION 6.03. Execution. The Amendment to Master Project Lease may be executed and entered into in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed and entered into the Amendment to Project Lease by their officers thereunto duly authorized as of the day and year first written above.

## SACRAMENTO CITY FINANCING AUTHORITY



ATTEST:

## Thusio Ca. Bummer

Valerie A. Burrower, Secretary
CITY OF SACRAMENTO

(SEAL)
ATTEST:


City Clerk

APPROVED AS TO FORM:


## EXHIBIT A

## Description of the 2000 Site

All those certain parcels of real property in the City of Sacramento, the County of Sacramento, the State of California, described as follows:

PARCEL "M" (24TH CORP YARD):
All that portion of the Northeast one-quarter of Section 25, Township 8 North, Range 4 East, M.D.B. \& M., lying South of the South line of the easement and right of way conveyed in the Deed from Emma E. Rose, to the City of Sacramento, a municipal corporation, dated January 24, 1918, recorded January 30, 1918, in Book 478 of Deeds, Page 497.

EXCEPTING THEREFROM the following two (2) parcels:
(a) All that portion described in the deed from Emma E. Rose, to the City of Sacramento, a municipal corporation, dated August 1, 1941, recorded August 4, 1941, in Book 899 of Official Records, Page 182.
(b) All that portion lying within Parcel No. 2 described in the deed from the City of Sacramento, a municipal corporation, to Sacramento City Financing Authority, a joint exercise of powers entity duly organized and existing under and by virtue of the laws of the State of California, dated November 20, 1989, recorded November 28, 1989, in Book 891128 of Official Records, Page 689.

## PARCEL "N" (BROCKWAY PARK)

Brockway Park as shown on the Plat of Wright \& Kimbrough College Tract, filed in the office of the Recorder of Sacramento County, California, on March 30, 1926, in Book 18 of Maps, Map Nos. 67 and 68, and consisting of two (2) segments as follows:
(a) East by West line of Freeport Boulevard, West by East line of Brockway Court, and North by South line of 11 th Avenue, all as shown on said plat.
(b) East by West line of Freeport Boulevard, West by East line of Brockway Court, and South by North line of 11 th Avenue, all as shown on said plat.

PARCEL "O" (CABRILLO PARK):
Parcel No. 1 :

Lot 209 of Wright \& Kimbrough Willow Rancho Unit No. 2, according to the official plat thereof, filed in the office of the Recorder of Sacramento County, California, on January 4, 1955, in Book 39 of Maps, Map No. 16.

Parcel No. 2:

All that portion of Lot B of Wright \& Kimbrough Willow Rancho Unit No. 2, according to the official plat thereof, filed in the office of the Recorder of Sacramento County, California, on January 4, 1955, in Book 39 of Maps, Map No. 16, described as follows:
continued.

## PARCEL "O" (continued)

Parcel No. 2 (continued)

Beginning at a point on the Northeasterly line of Milford Street, as shown on said plat, said point being also on the Southwesterly line of said Lot B, from which the most Southerly corner of said Lot B bears South $47038^{\prime} 45^{\prime \prime}$ East 332.00 feet and South $41023^{\prime} 50^{\prime \prime}$ East 170.86 feet; thence from said point of beginning, along the Northeasterly line of said Milford Street, the following five (5) courses and distances: (1) North $47 \circ 38^{\prime} 45^{\prime \prime}$ West 68.00 feet, (2) curving to the left on an arc of 403.00 feet radius, said arc being subtended by a chord bearing North $63025^{\prime} 20^{\prime \prime}$ West 219.14 feet, (3) curving to the right on an arc of 167.95 feet radius, said arc being subtended by a chord bearing North $61039^{\prime} 20^{\prime \prime}$ West 101.25 feet, (4) curving to the right on an arc of 379.00 feet radius, said arc being subtended by a chord bearing North $42008^{\prime} 10^{\prime}$ West 60.71 feet, and ( 5 ) curving to the right on an arc of 20.00 feet radius, said arc being subtended by a chord bearing North 070 41' 30 " East 29.66 feet to a point on the Southeasterly line of 65 th Avenue, as shown on said plat; thence along said Southeasterly line the following two (2) courses and distance: (1) North $55 \circ 31^{\prime} 20^{\prime \prime}$ East 200.57 feet, and (2) curving to the right on an are of 1123.00 feet radius, said are being subtended by a chord bearing North $570^{\circ} 49^{\prime} 10^{\prime \prime}$ East 90.03 feet; thence South $16058^{\prime} 15^{\prime}$ East 447.30 feet to the point of beginning.

Parcel No. 3:
All that portion of Lot B of Wright \& Kimbrough Willow Rancho Unit No. 2, according to the official plat thereof, filed in the office of the Recorder of Sacramento County, California, on January 4th, 1955, in Book 39 of Maps, Map No. 16, described as follows:

Beginning at the most Easterly corner of said Lot $B$; thence from said point of beginning, along the Southeasterly line of said Lot $B$ the following two (2) courses and distances: (1) South $03051^{\prime} 20^{\prime}$ West 500.00 feet and (2) South $54051^{\prime}$ West 51.87 feet to a point on the Northeasterly line of Milford Street, as shown on said plat; thence along said Northeasterly line the following two (2) courses and distances: (1) curving to the left on an arc of 785.00 feet radius, said arc being subtended by a chord bearing North $41023^{\prime} 50^{\prime \prime}$ West 170.86 feet and (2) North $47038^{\prime} 45^{\prime \prime}$ West 171.10 feet; thence North $63 \circ 51^{\prime} 20^{\prime \prime}$ East 644.43 feet to a point on the Easterly line of said Lot $B$; thence along said Easterly line South $28046^{\prime}$ East 316.25 feet to the point of beginning.

EXCEPTING THEREFROM the following described parcel:
Beginning at a point on the Easterly line of said Lot $B$ from which the most Easterly corner of said Lot $B$ bears South $28046^{\prime}$ East 207.18 feet; thence from said point of beginning, parallel to the Southerly line of said Lot B, South 630 51' $20^{\prime \prime}$ West 606.51 feet to a point on the Northeasterly line of Milford Street as shown on said plat; thence along said Northeasterly line North $47 \circ 38^{\prime} 45^{\prime \prime}$ West 117.10 feet; thence North $63051^{\prime} 20^{\prime}$ East 644.43 feet to a point on the Easterly line of said Lot B South 28046' East 109.07 feet to the point of beginning.
continued

PARCEL "O" (continued)

Parcel No. 4:

All that portion of Section 1, Township 7 North, Range 4 East, M.D.B. \& Mi, descried as follows:

Beginning at the Southeast corner of Lot B of Wright \& Kimbrough Willow Rancho Unit No. 2, according to the official plat thereof, filed in the office of the Reorder of Sacramento County, California, on January 4, 1955, in Book 39 of Maps, Map No. 16; thence from said point of beginning, Southerly, curving to the right on an arc of a 512.42 foot radius, said arc being subtended by a chord bearing South $2101^{\prime} 00$ " East 133.49 feet; thence curving to the right on an are of a 20.00 foot radius, said arc being subtended by a chord bearing South $32049^{\prime} 30^{\prime \prime}$ West 29.07 feet; thence curving to the left on an arc of a 1032.41 foot radius, said arc being subtended by a chord bearing South $71039^{\prime} 05^{\prime}$ West 280.09 feet; thence South $63051^{\prime} 20^{\prime \prime}$ West 145.24 feet to the Southeast corner of Lot 209 of said Wright \& Kimbrough Willow Rancho Unit No. 2; thence along the boundary of said Wright \& Kimbrough Willow Rancho Unit No. 2 North $26008^{\prime} 40^{\prime \prime}$ West 110.00 feet and North $63 \circ 51^{\prime} 20^{\prime \prime}$ East 458.97 feet to the point of beginning.

## PARCEL "P" (GARCIA BEND PARK):

Parcel No. 1:
All that portion of Swamp Land Survey No. 261, Sacramento County Surveys, described as follows:

Beginning at the point of intersection of the centerline of Riverside Boulevard with the Southeasterly line of said Swamp Land Survey No. 261, said point of beginning being marked by a brass tag stamped "L.S, 3185"; thence from said point of beginning, alorig the Southeasterly line of Swamp Land Survey No. 261, South $42{ }^{\circ} 26^{\prime} 26^{\prime \prime}$ West 907.48 feet to a $1-1 / 4$ inch iron pipe monument tagged "L.S. 3185", said monument marking a point on the Northeasterly line of that certain 4.26 acre tract of land described in that certain document executed by Frank Rogers and Mary Rogers, his wife, recorded in Book 2601 of Official Records, Page 461, said iron pipe monument being located the following two (2) courses and distances from a 1 inch capped iron pipe monument marking the Northeast corner of that certain 0.955 acre tract of land designated "Frank Rogers 0.955 Ac. Decree No. 15772" on that certain "Amended Plat Tract Of Land Owned By Estate Of Maria J. Williams", filed in the office of the Recorder of Sacramento County, in Book 3 of Surveys, Map No. 137: (1) South $26011^{\prime} 48^{\prime \prime}$ East 7690.22 feet to the most Easterly comer of said 4.26 acre tract of land and (2) along the Northeasterly line of said 4.26 acre tract of land North $43005^{\prime} 50^{\prime \prime}$ West 0.67 feet; thence along the Northeasterly line of said 4.26 acre tract of land the following three (3) courses and distances: . (1) North $43005^{\prime} 50^{\prime \prime}$ West

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continued
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PARCEL "P" (continued)

Parcel No. 1 (continued)
425.24 feet to a $1-1 / 4$ inch iron pipe monument tagged "L.S. 3185", (2) North 38010 ' 20 " West 202.25 feet to a similar iron pipe monument and (3) North $53033^{\prime} 50^{\prime \prime}$ West 154.18
feet to a similar iron pipe monument marking the most Northerly corner of said 4.26 acre tract of land, said corner being located on the property line common to the land of Lyon, et al., and that land, now or formerly owned by Manuel Simas; thence along said common boundary North $49 \circ 33^{\prime} 35^{\prime \prime}$ East 893.79 feet to a point on the centerline of Riverside Boulevard, said point being marked by a brass tag stamped "L.S. 3185"; thence along the centerline of said Riverside Boulevard the following two (2) courses and distances: (1) South $44017^{\prime} 00^{\prime \prime}$ East 559.46 fest to a similar brass tag and (2) curving to the left on an arc of 662.59 feet radius, said arc being subtended by a chord bearing South $48 \circ 56^{\prime} 18^{\prime \prime}$ East 107.55 feet to the point of beginning.

Parcel No. 2:
All that portion of Swamp Land Survey No. 261, Sacramento County Surveys, described as follows:

Beginning at a 1-1/4 inch iron pipe monument tagged "L.S. 3185', said monument marking a point on the Northeasterly line of that certain 4.26 acre tract of land described in that certain document executed by Frank Rogers and Mary Rogers, his wife, recorded in Book 2601 of Official Records, Page 461, said iron pipe monument being located the following two (2) courses and distances from a 1 inch capped iron pipe monument marking the Northeast corner of that certain 0.955 acre tract of land designated "Frank Rogers 0.955 Ac. Decree No. 15772" on that certain "Amended Plat Tract Of Land Owned By Estate Of Maria J. Williams", filed in the office of the Recorder of Sacramento County, in Book 3 of Surveys, Map No. 137: (1) South 26o 11' 48" East 7690.22 feet to the most Easterly corner of said 4.26 acre tract of land and (2) along the Northeasterly line of said 4.26 acre tract of land North $43005^{\prime} 50^{\prime \prime}$ West 0.67 feet, said point being located on the Southeasterly line of Swamp Land Survey No. 261; thence from said point of beginning, along the Northeasterly line of said 4.26 acre tract of land, the following three (3) courses and distances: (1) North $43005^{\prime} 50^{\prime \prime}$. West 425.24 feet to. a $1-1 / 4$ inch iron pipe monument tagged "L.S. 3185", (2) North 380 $10^{\prime} 20^{\prime \prime}$ West 202.25 feet to a similar iron pipe monument and (3) North $53033^{\prime} 50^{\prime \prime}$ West 154.18 feet to a similar iron pipe monument marking the most Northerly corner of said 4.26 acre tract of land, said corner being located on the property line common to the land of Lyon, et al., and that land, now or formerly, owned by Manuel Simas; thence along said common boundary and along the Northwesterly line of said 4.26 acre tract of land South $49 \circ 33^{\prime} .35^{\prime \prime}$ West 150.00 feet to the most Westerly corner of said 4.26 acre tract of land; thence along the Southwesterly line of said 4.26 acre tract of land the following three (3) courses and distances: (1) South $13^{\circ} 36^{\prime \prime} 10^{\prime \prime}$ East 111.39 feet, (2) South 320 59' $20^{\prime \prime}$ East 203.87 feet and (3) South $45045^{\prime} 10$ " East

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continued
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## PARCEL "P" (continued)

Parcel No. 2 (continued)
504.48 feet to the most Southerly corner of said 4.26 acre tract of land, said corner being the most Westerly corner of that certain 4.97 acre tract of land described in the document executed by John M. Silva and Louisa Silva, recorded in Book 2611 of Official Records, Page 261; thence along the Southwesterly boundary of said 4.97 acre tract of land South $61 \circ 32^{\prime} 00^{\prime \prime}$ East 1.53 feet to a point on the Southeasterly line of said Swamp Land Survey No. 261; thence along said Southeasterly line North $42^{\circ} 26^{\prime \prime} 26^{\prime \prime}$ East 227.93 feet to the point of beginning.

## PARCEL "Q"(GRANT PARK):

All of the block bounded by 21 st, 22nd, "B", and "C" Streets of the City of Sacramento, according to the official plat thereof.

## PARCEL "R" (HALL PARK):

Parcel No. 1:
All that portion of that certain 319.91 acre tract land described in a deed executed by Mary Anna Richardson, executrix of the last will and testament of William S. Kendall, deceased, to M. Sandburg and Louis B. Carlson, dated October 8, 1943, recorded December 2, 1943, in Book 1036 of Official Records, Page 294, described as follows:

Beginning at a point from which the Northwesterly corner of River Park, according to the official plat thereof, filed in the office of the Recorder of Sacramento County, California, on July 11, 1946, in Book 23 of Maps, Map No. 41, bears South $51031^{\prime} 30^{\prime \prime}$ East 70.00 feet and South $38^{\circ} 28^{\prime} 30^{\prime \prime}$ West 470.00 feet; thence from said point of beginning North 510 31' $30^{\prime \prime}$ West 278.10 feet; thence North $38^{\circ} 28^{\prime} 30^{\prime \prime}$ East 442.24 feet to a point on the Southerly boundary of that certain 22.24 acre tract of land described in decree of condemnation entered in the matter of American River Flood Control District vs. Mary Anna Richardson, et al., a copy of said decree being recorded September 12, 1934, in Book 471 of Official Records, Page 382; thence along the boundaries of said 22.24 acre tract of land the following three (3) courses and distances: (1) curving to the right on an arc of a 760.00 foot radius, said arc being subtended by a chord bearing South $52^{\circ}{ }^{\circ} 45^{\prime} 30^{\prime \prime}$, East 75.77 feet, (2) North $40^{\circ} 06^{\prime}$ East 6.00 feet, and (3) South 49० 54' East 217.27 feet; thence leaving the Southerly boundary of said 22.24 acre tract of land South $38 \circ 20^{\prime} 30^{\prime \prime}$ West 428.70 feet; thence curving to the right on an arc of a 15.00 foot radius, said are being subtended by a chord bearing South $83 \circ 28^{\prime} 30^{\prime \prime}$ West 21.21 feet to the point of beginning.
continued

Parcel No. 2:
All that portion of that certain 319.91 acre tract land described in a deed executed by Mary Anna Richardson, executrix of the last will and testament of William S. Kendall, deceased, to M. Sandburg and Louis B. Carlson, dated October 8, 1943, recorded December 2, 1943, in Book 1036 of Official Records, Page 294, described as follows:

Beginning at a point from which the Northwesterly corner of River Park, according to the official plat thereof, filed in the office of the Recorder of Sacramento County, California, on July 11, 1946, in Book 23 of Maps, Map No. 41, bears North 510 31' $30^{\prime \prime}$ West 70.00 feet and South $38028^{\prime} 30^{\circ}$ West 470.00 feet; thence from said point of beginning curving to the right on an arc of a 15.00 foot radius, said arc being subtended by a chord bearing North $06 \circ 31^{\prime} 30 \prime$ ' West 21.21 feet; thence North $38 \circ 28^{\prime} 30 "$ East 425.58 feet to a point on the Southerly boundary of that certain 22.24 acre tract of land described in decree of condemnation entered in the matter of American River Flood Control District vs. Mary Anna Richardson, et al., a copy of said decree being recorded September 12, 1934, in Book 471 of Official Records, Page 382; thence along the boundaries of said 22.24 acre tract of land the following two (2) courses and distances: (1) South $49054^{\prime}$ East 400.98 feet and (2) South $40 \circ 06^{\prime}$ West 6.00 feet; thence leaving the boundary of said 22.24 acre tract of land South $38 \circ 28^{\prime} 30^{\prime \prime}$ West 423.21 feet; thence North $51031^{\prime} 30^{\prime \prime}$ West 385.82 feet to the point of beginning.

## PARCEL "S" (NORTHGATE PARK):

## Parce No. 1:

All that portion of Section 24, Township 9 North, Range 4 East, M.D.B. \& M., described as follows:

Beginning at a point on the Easterly boundary of Lot 125 of Natomas East Side Subdivision, according to the official plat thereof, filed in the office of the Recorder of Sacramento County, California, on January 18, 1924, in Book 17 of Maps, Map No. 34, from which the Northwest corner of Lot 882 of Northgate Unit No. 6, according to the official plat thereof, filed in the office of the Recorder of Sacramento County, California, on April 7, 1960, in Book 60 of Maps, Map No. 5, bears South 060 47' 00" East 943.87 feet; thence from said point of beginning, along the boundary of said Lot 125, the following two (2) courses and distances: (1) North $06047^{\prime} 00^{\prime \prime}$ West 813.13 feet and (2) South 870 07' 00" East 920.00 feet; thence North $89057^{\prime} 35^{\prime}$ East 27.00 feet; thence South $00^{\circ} 02^{\prime} 25^{\prime \prime}$ East 321.38 feet; thence curving to the right on an arc of 386.71 foot radius, said arc being subtended by a chord bearing South $17020^{\prime} 58^{\prime \prime}$ West 231.15 feet; thence curving to the left on an arc of 1768.42 foot radius, said arc being subtended by a chord bearing South 29057' 20" West 294.93 feet; thence Westerly, curving to the left on an are of 299.09 foot radius, said arc being subtended by a chord bearing North $76^{\circ} 57^{\prime} 57^{\prime \prime}$ West 125.77 feet to a point
continued

## PARCEL "S" (continued)

Parcel No. 1 (continued)
located 27.00 feet South from the South line of a 15.00 foot gas pipe right of way of Pacific Gas and Electric Company as described in the deed dated November 14, 1951, recorded January 15, 1962, in Book 2159 of Official Records, Page 322; thence parallel to and 27.00 feet South, measured at right angles from the South line of said 15.00 foot gas pipe right of way, North $89 \circ 06^{\prime} 10^{\prime \prime}$ West 511.36 feet to the point of beginning.

Parcel No. 2:
Lot "A" of Rivergate, according to the official plat thereof, filed in the office of the Recorder of Sacramento County, California, on June 21, 1984, in Book 158 of Maps, Map No. 15.

## PARCEL "T" (SHORE PARK):

All that portion of Lots 16 and 17 of Riverlake (Also Known As L.P.P.T.), according to the official plat thereof, filed in the office of the Recorder of Sacramento County, California, on November 26, 1986, in Book 172 of Maps, Map NO. 1, described as follows:

Beginning at a point on the Southerly boundary of said Lot 17 from which the Southeast corner of said Lot 17 bears South $89 \circ 41^{\prime} 31^{\prime \prime}$ East 99.97 feet; thence from said point of beginning, leaving said Southerly boundary, North 010 51' $45^{\prime \prime}$ East 202.40 feet; thence North 19013' $45^{\prime \prime}$ East 50.32 feet; thence North 16.21 feet; thence North $19 \circ 13^{\prime \prime} 45^{\prime \prime}$ East 205.00 feet; thence North $01006^{\prime} 30^{\circ}$ West 50.41 feet; thence North $78 \circ{ }^{\circ} 15^{\prime \prime} 11^{\prime \prime}$ East 52.72 feet; thence curving to the left on an arc of 25.00 feet radius, said arc being subtended by a chord bearing North $61049^{\prime}$ 23" East 14.14 feet; thence curving to the right on an arc of 25.00 feet radius, said arc being subtended by a chord bearing North 610 49' $23^{\prime \prime}$ East 14.14 feet; thence North $78^{\circ} 15^{\prime} 11^{\prime \prime}$ East 3.24 feet; thence curving to the left on an arc of 40.00 feet radius, said arc being subtended by a chord bearing South 730 32'19" East 53.51 feet; thence South 56004' 46" East 6.33 feet; thence curving to the right on an arc of 25.00 feet radius, said arc being subtended by a chord bearing South 430 $49^{\prime} 56^{\prime \prime}$ East 10.61 feet; thence curving to the left on an arc of 25.00 feet radius, said arc being subtended by a chord bearing South $43 \circ 49^{\prime} 56^{\prime \prime}$ East 10.61 feet; thence South $56 \circ$ $04^{\prime} 46^{\prime \prime}$ East 42.00 feet; thence curving to the left on an arc of 25.00 feet radius, said arc being subtended by a chord bearing South $73^{\circ} 32^{\prime} 14^{\prime \prime}$ East 15.00 feet; thence curving to the right on an arc of 25.00 feet radius, said arc being subtended by a chord bearing South $73052^{\prime} 43^{\prime \prime}$ East 14.72 feet; thence South $14026^{\prime} 28$ " $^{\prime \prime}$ West 207.24 feet; thence South $24040^{\prime} 35^{\prime \prime}$ West 175.41 feet; thence South $00 \circ 18^{\prime} 29^{\prime \prime}$ West 109.84 feet to a point on the Southerly boundary of said Lot 16; thenc̣e along said Southerly boundary North $89 \circ 41$. $31^{\prime \prime}$. West 178.54 feet to the point of beginning.

EXCEPTING THEREFROM the following two (2) parcels:
(a) From a Westerly portion within said Lot 17, all oil, gas, asphaltum, minerals and other continued

## PARCEL "T" (continued)

hydrocarbon substances in or on said land below a depth of 500 feet from the surface of said land, together with the right to produce, develop, explore and extract said substances, but without the right of entry on the surface of said land or within 500 feet from the surface of said land; as excepted in the deed from Elliot J. Adams, et al., to Liaos International, Inc., a California corporation, et al., dated May 22, 1978, recorded July 18, 1978, in Book 780718 of Official Records, Page 418.
(b) From all that portion within said Lot 16 and an Easterly portion within said Lot 17, mineral rights below a depth of 500 feet measured vertically from the surface with no rights of surface entry or rights to intrude within 500 feet of the surface; as conveyed in the following five ( 5 ) documents:
(1) Grant Deed from AKT Development Corporation, a California corporation, et al., to Andrew J. Johas, a married man, as his sole and separate property, as trustee, dated May 29, 1984, recorded July 6, 1984, in Book 840706 of Official Records, Page 648.
(2) Grant Deed from William S'. Fitzer and Mary B. Fitzer, his wife, to Andrew J. Johas, a married man, as his sole and separate property, as trustee, dated May 29, 1984, recorded July 6, 1984, in Book 840706 of Official Records, Page 652.
(3) Grant Deed from Samuel G. Chicos, et al., to Andrew J. Johas, a married man, as his sole and separate property, as trustee, dated May 29, 1984, recorded July 6, 1984, in Book 840706 of Official Records, Page 655.
(4) Grant Deed from Rudolph V. Biale, a married man, as his sole and separate property, to Andrew J. Johas, a married man, as his sole and separate property, as trustee, dated May 29, 1984, recorded July 6, 1984, in Book 840706 of Official Records, Page 659:
(5) Quitclaim Deed from Kim L. Johas, wife of grantee, to Andrew J. Johas, husband of grantor, as his separate property, dated June 11, 1984, and July 24, 1984, recorded August 10, 1984, in Book 840810 of Official Records, Page 658.

PARCEL "U" (Animal Control Shelter):
Parcel 3 as shown on the Parcel Map entitled "Parcel Map Of Block 10 And Portions Of Block $9,12,13, \& 14$ Of Brannan's Addition (1 B.M. 13) And A Portion Of The Blocks Bounded By Front And 2nd, "U" And "W" Streets Of The City Of Sacramento, According To The Official Plat Thereof", filed in the office of the Recorder of Sacramento County, California, on March 21. 1996, in Book 145 of Parcel Maps, Map No, 3.

## EXHIBIT B

## Description of the Site after the Addition of the 2000 Site

All those certain parcels of real property in the City of Sacramento, the County of Sacramento, the State of California, described as follows:

PARCEL "A" (Fire Station No. 1):
Lots 3 and 4 in the block bounded by 6th and 7th, "Q" and "R" Streets of the City of Sacramento, according to the official plat thereof.

PARCEL "B" (Fire Station No. 10):
All that portion of the West one-half of the Northwest one-quarter of the Northwest one-quarter of Section 27, Township 8 North, Range 5 East, M.D.B. \&M., described as follows:

Beginning at a point on the East line of the West one-half of the Northwest one-quarter of the Northwest one-quarter of Section 27, said East line also being the center line of 66th Street, from which point of beginning the Northwest corner of said Section 27 (said Northwest corner being located on the center line of Fruitridge Road) bears North $00^{\circ} 13^{\prime}$ West 319.47 feet and North $89^{\circ} 53^{\prime} 45^{\prime \prime}$ West 664.50 feet; thence from said point of beginning along the East line of the West one-half on the Northwest one-quarter of the Northwest one-quarter of said Section 27 , and the center line of said 66th Street, South $00^{\circ} 13^{\prime}$ East 200.00 feet; thence parallel to the North line of said Section 27, North $89^{\circ} 53^{\prime} 45^{\prime \prime}$ West 425.06 feet to a point located East 239.25 feet from the West line of said Section 27; thence parallel to the West line of said Section 27, North $00^{\circ} 14^{\prime} 20^{\prime \prime}$ West 200.00 feet; thence parallel to the North line of said Section 27, South $89^{\circ} 53^{\prime} 45^{\prime \prime}$ East 425.13 feet to the point of beginning.

PARCEL "C" (Fire Station No. 14):
Beginning at a point which is located North $19^{\circ} 30^{\prime}$ East 421.40 feet along the center line of 16 th Street of the City of Sacramento, produced Northerly, and North $70^{\circ} 30^{\prime}$ West 832.05 feet and North $19^{\circ} 30^{\prime}$ East 160.30 feet from the intersection of the center lines of 16 th and North B Streets of said city; thence from said point of beginning North $70^{\circ} 30^{\prime}$ West 40.10 feet; thence South $19^{\circ} 30^{\prime}$ West 120.30 feet; thence South $70^{\circ} 30^{\prime}$ East 40.10 feet; thence North $19^{\circ} 30^{\prime}$ East 120.30 feet to the place of beginning.

PARCEL "D" (Fire Station No. 15):
All that portion of Parcel No. 7, as shown on Parcel Map entitled "Lots 119, 121, 123 and a portion of Lots 125 and 126 of Natomas Eastside Subdivision", recorded in the office of the County Recorder of Sacramento County on September 3, 1976, in Book 28 of Parcel Maps, at Page 15, described as follows:

Beginning at the Southwest corner of said Parcel No. 7, said corner also lying on the center line of Truxel Road; thence from said point of beginning along the center line of Truxel Road North

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## PARCEL "D" (CONTINUED)

$00^{\circ} 09^{\prime} 00^{\prime \prime}$ West 165.00 feet; thence leaving said center line North $89^{\circ} 49^{\prime} 44^{\prime \prime}$ East 277.00 feet; thence South $00^{\circ} 09^{\prime} 00^{\prime \prime}$ East 165.00 feet to the Northerly line of Newborough Drive; thence along said Northerly line South $89^{\circ} 49^{\prime} 44^{\prime \prime}$ West 277.00 feet, more or less to the point of beginning.

PARCEL "E" (Fire Station No. 16):
The South 257.5 feet of Lot 5 of Garden Dale, according to the official plat thereof, filed in the office of the Recorder of Sacramento County, California, on April 28, 1910, in Book 10 of Maps, Map No. 23.

Excepting therefrom the North 65 feet of the East 150 feet of the West 190 feet.
The subdivision of said Lot 5 being made on the basis that the lot are includes one-half of the adjoining roads as shown on said plat.

PARCEL "F" (Fire Station No. 17):
All that portion of the West 30 acres of the South one-half of the Northwest one-quarter of Section 18 as shown on the "Map of Survey and Subdivision of Rancho Del Paso", recorded in the office of the County Recorder of Sacramento County, March 5, 1911, in Book A of Surveys, Map No. 94, described as follows:

Commencing at a point on the quarter section line located North $89^{\circ} 021 / 2^{\prime}$ East 730 feet from the section corner common to Sections 11 and 18 of said Rancho Del Paso; thence from said point, and along the one-quarter section line, North $89^{\circ} 021 / 2^{\prime}$ East 260 feet; thence North $1^{\circ} 461 / 2^{r}$ West 76.6 feet to the center line of a road known as Marysville Road, North $35^{\circ} 26^{\prime}$ West 183.5 feet; thence South $89^{\circ} 21 / 2^{\prime}$ West 158.3 feet; thence South $1^{\circ} 461 / 2^{\prime}$ East 227.8 feet to the point of commencement.

PARCEL "G" (Fire Station No. 19):
"Parcel K" as shown on the official plat of Point West, recorded in the office of the Recorder of Sacramento County, in Book 82 of Maps, Map No. 17.
continued

PARCEL "H" (Lawrence Park):

Lots A and B as shown on the Plat of "Fruitridge Oaks Unit No. 3 ", recorded in the office of the County Recorder of Sacramento County, January 7, 1953, in Book 34 of Maps, Map No. 3.

PARCEL "I" (Rooney Policy Facility):
Parcels A, B, and D of that certain Parcel Map entitled "Portion of S.E. $1 / 4$ of Section 19, T. 8 N., R. 5 E., M.D.B. \& M.", filed in the office of the Reorder of Sacramento County, California, on October 31, 1979, in Book 53 of Parcel Maps, Map No. 5.

PARCEL "J" (Fire Station No. 7):
All that portion of the certain "384.987 Acres" Tract of land designated "Western Enterprises 384.987 Acres" on the Record of Survey entitled, "Portion of Sections 10 and 15, T. 7 N., R. 5 E., M.D.B.\&M." filed in the office of the Recorder of Sacramento County, California, on June 30, 1959, in Book 14 of Survevs, Map No. 24, described as follows:

Beginning at a point on the West line of said 384.987 acre tract of land, said point of beginning is further described as being located on the West line of said Section 10 and on the center line of Valley Hi Drive, from which point of beginning the Southwest corner of said Section 10 bears South $02^{\circ} 04^{\prime} 02^{\prime \prime}$ East 490.00 feet; thence from said point of beginning North $89^{\circ} 44^{\prime} 55^{\prime \prime}$ East 50.00 feet; the Northeasterly curving to the right on an arc of 25.00 feet radius, said arc being subtended by a chord bearing North $44^{\circ} 44^{\prime} 54^{\prime \prime}$ East 35.36 feet to a point on the South line of Windham Way; thence along the South line of said Windham Way North $89^{\circ} 44^{\prime} 55^{\prime \prime}$ East 100.00 feet; thence South $00^{\circ} 5^{\prime} 05^{\prime \prime}$ East 240.99 feet; thence South $89^{\circ} 44^{\prime} 55^{\prime \prime}$ West 175.00 feet to a point on the West line of said 384.987 acre tract of land and on the center line of said Valley Drive; thence along said West line and the center line North $00^{\circ} 15^{\prime} 05^{\prime \prime}$ West 215.99 feet to the point of beginning.

## PARCEL "K" (Wm. Curtis Park):

All that portion of the West one-half of Section 18, Township 8 North, Range 5 East, M. D. B. \& M., described as follows:

Beginning at the intersection of the South line of Donner Way, formerly 3rd Avenue, with the East line of 26th Street, formerly Curtis Avenue, as the same is shown and delineated on the official map of Curtis Oaks, filed in the office of the Recorder of Sacramento County, California,
continued

## PARCEL "K" (continued)

on January 19, 1907, in Book 7 of Maps, Map No. 49, and which point of intersection is due South 58.00 feet from the Southwest corner of Lot 184 of said Curtis Oaks; thence from said point of beginning, along the South line of said Donner Way parallel to and distant 58.00 feet Southerly, at right angles, from the North line of said Donner Way, East 180.00 feet; thence along a line which is parallel to and distant 180.00 feet Easterly, measured at right angles, from the division line common to the lands owned by George H . Cutter and Carrie M. Cutter, his wife, on the East; and the land of Hickman Investment Company, a corporation, on the West, South $00002^{\prime}$ East 2696.56 feet to a point on the Northerly line of Sutterville Road, formerly known as 12 th Avenue and as Palmetto Avenue; thence along the Northerly line of said Sutterville Road South 78०07' West 367.84 feet; thence along a line which is parallel to and distant 180.00 feet Westerly, measured at right angles, from the division line common to the said lands of George H. Cutter and Carrie M. Cuter, his wife, on the West, and the land of Hickman Investment Company, a corporation, on the West, North 00002' West 2772.22 feet to the South line of said Donner Way; thence along the South line of said Donner way, parallel to and disstant 58.00 feet Southerly, at right angles, from the North line of said Donner Way, East 180.00 feet to the point of begining.

PARCEL "L" (Stanford Park):
The entire block bounded by 27 th and 28th, "B" and "C" Streets of the City of Sacramento, according to the official plat thereof; together with South one-half of abandoned "B" Street adjacent said block lying between 27th and 28th Streets; excepting the West 60.00 feet of said abandoned " $B$ " Street.

PARCEL "M" (24th Corp Yard):
All that portion of the Northeast one-quarter of Section 25, Township 8 North, Range 4 East, M.D.B. \& M., lying South of the South line of the easement and right of way conveyed in the Deed from Emma E. Rose, to the City of Sacramento, a municipal corporation, dated January 24, 1918, recorded January 30, 1918, in Book 478 of Deeds, Page 497.

EXCEPTING THEREFROM the following two (2) parcels:
(a) All that portion described in the deed from Emma E. Rose, to the City of Sacramento, a municipal corporation, dated August 1, 1941, recorded August 4, 1941, in Book 899 of Official Records, Page 182.
(b) All that portion lying within Parcel No. 2 described in the deed from the City of Sacramento, a municipal corporation, to Sacramento City Financing Authority, a joint exercise of powers entity duly organized and existing under and by virtue of the laws of the State of California, dated November 20, 1989, recorded November 28, 1989, in Book 891128 of Official Records, Page 689.
continued

## PARCEL "N" (Brockway Park)

Brockway Park as shown on the Plat of Wright \& Kimbrough College Tract, filed in the office of the Recorder of Sacramento County, California, on March 30, 1926, in Book 18 of Maps, Map Nos. 67 and 68, and consisting of two (2) segments as follows:
(a) East by West line of Freeport Boulevard, West by East line of Brockway Court, and North by South line of 11th Avenue, all as shown on said plat.
(b) East by West line of Freeport Boulevard, West by East line of Brockway Court; and South by North line of 11 th Avenue, all as shown on said plat.

PARCEL "O" (Cabrillo Park):
Parcel No. 1:
Lot 209 of Wright \& Kimbrough Willow Rancho Unit No. 2, according to the official plat thereof, filed in the office of the Recorder of Sacramento County, California, on January 4, 1955, in Book 39 of Maps, Map No. 16.

Parcel No. 2:
All that portion of Lot B of Wright \& Kimbrough Willow Rancho Unit No. 2, according to the official plat thereof, filed in the office of the Recorder of Sacramento County, California, on January 4, 1955, in Book 39 of Maps, Map No. 16, described as follows:

Beginning at a point on the Northeasterly line of Milford Street, as shown on said plat, said point being aiso on the Southwesterly line of said Lot B, from which the most Southerly corner of said Lot B bears South $47 \circ 38^{\prime} 45^{\prime \prime}$ East 332.00 feet and South $41 \circ 23^{\prime} 50^{\prime \prime}$ East 170.86 feet; thence from said point of beginning, along the Northeasterly line of said Milford Street, the following five (5) courses and distances: (1) North $47 \circ 38^{\prime} 45^{\prime \prime}$ West 68.00 feet, (2) curving to the left on an arc of 403.00 feet radius, said arc being subtended by a chord bearing North $63 \circ 25^{\prime} 20^{\prime \prime}$ West 219.14 feet, (3) curving to the right on an arc of 167.95 feet radius, said arc being subtended by a chord bearing North $61^{\circ}$ 39' 20" West $^{\prime \prime} 101.25$ feet, (4) curving to the right on an arc of 379.00 feet radius, said arc being subtended by a chord bearing North $42^{\circ} 08^{\prime} 10^{\prime}$ West 60.71 feet, and (5) curving to the right on an arc of 20.00 feet radius, said are being subtended by a chord bearing North $07 \circ$ 41' $^{\prime} 30^{\prime \prime}$ East 29.66 feet to a point on the continued

Parcel No. 2 (continued)
Southeasterly line of 65th Avenue, as shown on said plat; thence along said Southeasterly line the following two (2) courses and distance: (1) North 550 31' $20^{\prime \prime}$ East 200.57 feet, and (2) curving to the right on an arc of 1123.00 feet radius, said arc being subtended by a chord bearing North $57049^{\prime} 10^{\prime \prime}$ East 90.03 feet; thence South $16058^{\prime} 15^{\prime}$ East 447.30 feet to the point of beginning.

Parcel No. 3:

All that portion of Lot B of Wright \& Kimbrough Willow Rancho Unit No. 2, according to the official plat thereof, filed in the office of the Recorder of Sacramento County, California, on January 4th, 1955, in Book 39 of Maps, Map No. 16, described as follows:

Beginning at the most Easterly corner of said Lot $B$; thence from said point of beginning, along the Southeasterly line of said Lot B the following two (2) courses and distances: (1) South 030 $51^{\prime} 20^{\prime}$ West 500.00 feet and (2) South $54051^{\prime}$ West 51.87 feet to a point on the Northeasterly line of Milford Street, as shown on said plat; thence along said Northeasterly line the following two (2) courses and distances: (1) curving to the left on an arc of 785.00 feet radius, said arc being subtended by a chord bearing North $41 \circ 23^{\prime} 50^{\prime \prime}$ West 170.86 feet and (2) North $47038^{\prime} 45^{\prime \prime}$ West 171.10 feet; thence North $63 \circ 51^{\prime} 20^{\prime \prime}$ East 644.43 feet to a point on the Easterly line of said Lot B; thence along said Easterly line South 28० 46' East 316.25 feet to the point of beginning.

EXCEPTING THEREFROM the following described parcel:
Beginning at a point on the Easterly line of said Lot B from which the most Easterly corner of said Lot B bears South $28 \circ 46^{\prime}$ East 207.18 feet; thence from said point of beginning, parallel to the Southerly line of said Lot B, South $63^{\circ} 51^{\prime} 20^{\prime \prime}$ West 606.51 feet to a point on the Northeasterly line of Milford Street as shown on said plat; thence along said Northeasterly line North $47 \circ 38^{\prime} 45^{\prime \prime}$ West 117.10 feet; thence North $63 \circ 51^{\prime} 20^{\prime}$ East 644.43 feet to a point on the Easterly line of said Lot B South 280 46' East 109.07 feet to the point of beginning. Parcel No. 4:

All that portion of Section 1, Township 7 North, Range 4 East, M.D.B. \& M., descried as follows:

Beginning at the Southeast corner of Lot B of Wright \& Kimbrough Willow Rancho Unit No. 2, according to the official plat thereof, filed in the office of the Reorder of Sacramento County, California, on January 4, 1955, in Book 39 of Maps, Map No. 16; thence from said point of continued

## PARCEL "O" (continued)

Parcel No. 3 (continued)
beginning, Southerly, curving to the right on an arc of a 512.42 foot radius, said arc being subtended by a chord bearing South $210^{\circ} 17^{\prime} 00^{\prime \prime}$ East 133.49 feet; thence curving to the right on an arc of a 20.00 foot radius, said arc being subtended by a chord bearing 'South 32049 ' $30^{\prime \prime}$ West 29.07 feet; thence curving to the left on an arc of a 1032.41 foot radius, said arc being subtended by a chord bearing South $71^{\circ} 39^{\prime} 05^{\prime}$ West 280.09 feet; thence South $63^{\circ}$ $51^{\prime} 20^{\prime \prime}$ West 145.24 feet to the Southeast corner of Lot 209 of said Wright \& Kimbrough Willow Rancho Unit No. 2; thence along the boundary of said Wright \& Kimbrough Willow Rancho Unit No. 2 North $26^{\circ} 08^{\prime} 40^{\prime \prime}$ West 110.00 feet and North $63 \circ 51^{\prime} 20^{\prime \prime}$ East 458.97 feet to the point of beginning.

PARCEL "P" (Garcia Bend Park):
Parcel No. 1:
All that portion of Swamp Land Survey No. 261, Sacramento County Surveys, described as follows:

Beginning at the point of intersection of the centerline of Riverside Boulevard with the Southeasterly line of said Swamp Land Survey No. 261, said point of beginning being marked by a brass tag stamped "L.S. 3185"; thence from said point of beginning, along the Southeasterly line of Swamp Land Survey No. 261, South $42026^{\prime} 26^{\prime \prime}$ West 907,48 feet to a 1-1/4 inch iron pipe monument tagged "L.S. 3185 ", said monument marking a point on the Northeasterly. line of that certain 4.26 acre tract of land described in that certain document executed by Frank Rogers and Mary Rogers, his wife, recorded in Book 2601 of Official Records, Page 461, said iron pipe monument being located the following two (2) courses and distances from a 1 inch capped iron pipe monument marking the Northeast corner of that certain 0.955 acre tract of land designated "Frank Rogers 0.955 Ac. Decree No. $15772^{\prime \prime}$ on that certain "Amended Plat Tract Of Land Owned By Estate Of Maria J. Williams", filed in the office of the Recorder of Sacramento County, in Book 3 of Surveys, Map No. 137: (1) South $26011^{\prime} 48^{\prime \prime}$ East 7690.22 feet to the most Easterly corner of said 4.26 acre tract of land and (2) along the Northeasterly line of said 4.26 acre tract of land North $43005^{\prime} 50^{\prime \prime}$ West 0.67 feet; thence along the Northeasterly line of said 4.26 acre tract of land the following three ( 3 ) courses and distances: (1) North $43005^{\prime} 50^{\prime \prime}$ West 425.24 feet to a 1-1/4 inch iron pipe monument tagged "L.S. 3185", (2) North $38010^{\prime} 20^{\prime \prime}$ West 202.25 feet to a similar iron pipe monument and (3) North $53 \circ 33^{\prime} 50^{\prime \prime}$ West 154.18 feet to a similar iron pipe monument marking the most Northerly corner of said 4.26 acre tract of land, said corner being located on the property line common to the land of Lyon, et al., and that land, now or formerly owned by Manuel Simas; thence along said common boundary North $49 \circ 33^{\prime} 35^{\prime \prime}$ East 893.79 feet to a point on the centerline of Riverside Boulevard, said point being marked by a brass tag stamped
continued

## PARCEL "P" (continued)

Parcel No. 1 (continued)
"L.S. 3185"; thence along the centerline of said Riverside Boulevard the following two (2) courses and distances: (1) South $44017^{\prime} 00 "$ East 559.46 feet to a similar brass tag and (2) curving to the left on an arc of 662.59 feet radius, said arc being subtended by a chord bearing South $48056^{\prime} 18^{\prime \prime}$ East 107.55 feet to the point of beginning.

Parcel No. 2:
All that portion of Swamp Land Survey No. 261, Sacramento County Surveys, described as follows:

Beginning at a 1-1/4 inch iron pipe monument tagged "L.S. 3185', said monument marking a point on the Northeasterly line of that certain 4.26 acre tract of land described in that certain document executed by Frank Rogers and Mary Rogers, his wife, recorded in Book 2601 of Official Records, Page 461, said iron pipe monument being located the following two (2) courses and distances from a 1 inch capped iron pipe monument marking the Northeast corner of that certain 0.955 acre tract of land designated "Frank Rogers 0.955 Ac. Decree No. 15772" on that certain "Amended Plat Tract Of Land Owned By Estate Of Maria J. Williams", filed in the office of the Recorder of Sacramento County, in Book 3 of Surveys, Map No. 137: (1) South $26 \circ 11^{\prime} 48^{\prime \prime}$ East 7690.22 feet to the most Easterly corner of said 4.26 acre tract of land and (2) along the Northeasterly line of said 4.26 acre tract of land North $43 \circ 05^{\prime} 50^{\prime \prime}$ West 0.67 feet, said point being located on the Southeasterly line of Swamp Land Survey No. 261; thence from said point of beginning, along the Northeasterly line of said 4.26 acre tract of land, the following three (3) courses and distances: (1) North $43 \circ 05^{\prime} 50^{\prime \prime}$ West 425.24 feet to a 1-1/4 inch iron pipe monument tagged "L.S. 3185", (2) North $38010^{\prime}$ 20" West 202.25 feet to a similar iron pipe monument and (3) North $53033^{r} 50$ " West 154.18 feet to a similar iron pipe monument marking the most Northerly corner of said 4.26 acre tract of land, said corner being located on the property line common to the land of Lyon, et al., and that land, now or formerly, owned by Manuel Simas; thence along said common boundary and along the Northwesterly line of said 4.26 acre tract of land South $49^{\circ} 33^{\prime} 35^{\prime \prime}$ West 150.00 feet to the most Westerly corner of said 4.26 acre tract of land; thence along the Southwesterly line of said 4.26 acre tract of land the following three (3) courses and distances: (1) South $13^{\circ} 36^{\prime}$ $10^{\prime \prime}$ East 111.39 feet, (2) South $32059^{\prime} 20 "$ East 203.87 feet and (3) South $45045^{\prime} .10^{\prime \prime}$ East 504.48 feet to the most Southerly corner of said 4.26 acre träct of land, said corner being the most Westerly corner of that certain 4.97 acre tract of land described in the document executed by John M. Silva and Louisa Silva, recorded in Book 2611 of Official Records, Page 261; thence along the Southwesterly boundary of said 4.97 acre tract of land South $61{ }^{\circ} 32^{\prime}$ 00" East 1.53 feet to a point on the Southeasterly line of said Swamp Land Survey No. 261; thence along said Southeasterly line North $42^{\circ}{ }^{\circ} 26^{\prime} 26^{\prime \prime}$ East 227.93 feet to the point of beginning.

## PARCEL "Q"(Grant Park):

All of the block bounded by $21 \mathrm{st}, 22 \mathrm{nd}$, " B ", and "C" Streets of the City of Sacramento, according to the official plat thereof.

PARCEL "R"(Hall Park):
Parcel No. 1:
All that portion of that certain 319.91 acre tract land described in a deed executed by Mary Anna Richardson, executrix of the last will and testament of William S. Kendall, deceased, to M. Sandburg and Louis B. Carlson, dated October 8, 1943, recorded December 2, 1943, in Book 1036 of Official Records, Page 294, described as follows:

Beginning at a point from which the Northwesterly corner of River Park, according to the official plat thereof, filed in the office of the Recorder of Sacramento County, California, on July 11, 1946, in Book 23 of Maps, Map No. 41, bears South 510 31' 30" East 70.00 feet and South $38028^{\prime} 30^{\prime \prime}$ West 470.00 feet; thence from said point of beginning North $51031^{\prime} 30^{\prime \prime}$ West 278.10 feet; thence North $38 \circ 28^{\prime} 30^{\prime \prime}$ East 442.24 feet to a point on the Southerly boundary of that certain 22.24 acre tract of land described in decree of condemnation entered in the matter of American River Flood Control District vs. Mary Anna Richardson, et al., a copy of said decree being recorded September 12, 1934, in Book 471 of Official Records, Page 382; thence along the boundaries of said 22.24 acre tract of land the following three (3) courses and distances: (1) curving to the right on an arc of a 760.00 foot radius, said arc being subtended by a chord bearing South $52045^{\prime} 30^{\prime \prime}$ East 75.77 feet, (2) North $40006^{\prime}$ East 6.00 feet, and (3) South $49 \circ 54^{\prime}$ East 217.27 feet; thence leaving the Southerly boundary of said 22.24 acre tract of land South $38^{\circ} 20^{\prime} 30^{\prime \prime}$ West 428.70 feet; thence curving to the right on an arc of a 15.00 foot radius, said arc being subtended by a chord bearing South $83^{\circ} 28^{\prime} 30$ " West 21.21 feet to the point of beginning.

Parcel No. 2:

All that portion of that certain 319.91 acre tract land described in a deed executed by Mary Anna Richardson, executrix of the last will and testament of William S. Kendall, deceased, to M. Sandburg and Louis B. Carlson, dated October 8, 1943, recorded December 2, 1943, in Book 1036 of Official Records, Page 294, described as follows:

Beginning at a point from which the Northwesterly corner of River Park, according to the official plat thereof, filed in the office of the Recorder of Sacramento County, California, on July 11, 1946, in Book 23 of Maps, Map No. 41, bears North 510 31'. 30" West 70.00 feet and South
continued

## PARCEL "R" (continued)

Parcel No. 2 (continued)

$38^{\circ} 28^{\prime} 30^{\prime \prime}$ West 470.00 feet; thence from said point of beginning curving to the right on an arc of a 15.00 foot radius, said arc being subtended by a chord bearing North $06^{\circ} 31^{\prime} 30^{\prime \prime}$ West 21.21 feet; thence North $38^{\circ} 28^{\prime} 30^{\prime \prime}$ East 425.58 feet to a point on the Southerly boundary of that certain 22.24 acre tract of land described in decree of condemnation entered in the matter of American River Flood Control District vs. Mary Anna Richardson, et al,, a copy of said decree being recorded September 12, 1934, in Book 471 of Official Records, Page 382; thence along the boundaries of said 22.24 acre tract of land the following two (2) courses and distances: . (1) South 49० 54' East 400.98 feet and (2) South $40 \circ 06^{\prime}$ West 6.00 feet; thence leaving the boundary of said 22.24 acre tract of land South $38^{\circ} 28^{\prime} 30^{\prime \prime}$ West 423.21 feet; thence North $51 \circ 31^{\prime} 30^{\prime \prime}$ West 385.82 feet to the point of beginning.

PARCEL "S" (Northgate Park):
Parce No. 1:
All that portion of Section 24, Township 9 North, Range 4 East, M.D.B. \& M., described as follows:

Beginning at a point on the Easterly boundary of Lot 125 of Natomas East Side Subdivision, according to the official plat thereof, filed in the office of the Recorder of Sacramento County, California, on January 18, 1924, in Book 17 of Maps, Map No. 34, from which the Northwest corner of Lot 882 of Northgate Unit No, 6, according to the official plat thereof, filed in the office of the Recorder of Sacramento County, California, on April 7, 1960, in Book 60 of Maps, Map No. 5, bears South $06{ }^{\circ}{47^{\prime}}^{\prime} 00^{\prime \prime}$ East 943.87 feet; thence from said point of beginning, along the boundary of said Lot 125, the following two (2) courses and distances: (1) North 060 $47^{\prime} 00^{\prime \prime}$ West 813.13 feet and (2) South $87 \circ 07^{\prime} 00^{\prime \prime}$ East 920.00 feet; thence North $89 \circ 57^{\prime}$ $3^{\prime \prime}$ East 27.00 feet; thence South $00^{\circ} 02^{\prime} 25^{\prime \prime}$ East 321.38 feet; thence curving to the right on an arc of 386.71 foot radius, said arc being subtended by a chord bearing South $17020^{\prime}$ 58 " West 231.15 feet; thence curving to the left on an arc of 1768.42 foot radius, said arc being subtended by a chord bearing South $29 \circ 57^{\prime} 20^{\prime \prime}$ West 294.93 feet; thence Westerly, curving to the left on an arc of 299.09 foot radius, said arc being subtended by a chord bearing North 760 57' 57" West 125.77 feet to a point
located 27.00 feet South from the South line of a 15.00 foot gas pipe right of way of Pacific Gas and Electric Company as described in the deed dated November 14, 1951, recorded January 15, 1962, in Book 2159 of Official Records, Page 322; thence parallel to and 27.00 feet South, measured at right angles from the South line of said 15.00 foot gas pipe right of way, North $89 \circ 06^{\prime} 10^{\prime \prime}$ West 511.36 feet to the point of beginning.
continued

## PARCEL "S" (continued)

Parcel No. 2:

Lot "A" of Rivergate, according to the official plat thereof, filed in the office of the Recorder of Sacramento County, California, on June 21, 1984, in Book 158 of Maps, Map No. 15.

## PARCEL "T" (Shore Park):

All that portion of Lots 16 and 17 of Riverlake (Also Known As L.P.P.T.), according to the official plat thereof, filed in the office of the Recorder of Sacramento County, California, on November 26, 1986, in Book 172 of Maps, Map NO. 1, described as follows:

Beginning at a point on the Southerly boundary of said Lot 17 from which the Southeast corner of said Lot 17 bears South $89 \circ 41^{\prime} 31^{\prime \prime}$ East 99.97 feet; thence from said point of beginning, leaving said Southerly boundary, North $01051^{\prime} 45^{\prime \prime}$ East 202.40 feet; thence North $19013^{\prime}$ 45" East 50.32 feet; thence North 16.21 feet; thence North $19013^{\prime} 45^{\prime \prime}$ East 205.00 feet; thence North $01006^{\prime} 30^{\prime \prime}$ West 50.41 feet; thence North $78015^{\prime} 11^{\prime \prime}$ East 52.72 feet; thence curving to the left on an arc of 25.00 feet radius, said arc being subtended by a chord bearing North $61049^{\prime} 23^{\prime \prime}$ East 14.14 feet; thence curving to the right on an arc of 25.00 feet radius, said arc being subtended by a chord bearing North $61049^{\prime} 23^{\prime \prime}$ East 14.14 feet; thence North $78015^{\prime} 11^{\prime \prime}$ East 3.24 feet; thence curving to the left on an arc of 40.00 feet radius, said aro being subtended by a chord bearing South $73 \circ 32^{\prime} 19^{\prime \prime}$ East 53.51 feet; thence South $56004^{\prime}$ 46 " East 6.33 feet; thence curving to the right on an arc of 25.00 feet radius, said arc being subtended by a chord bearing South $43049^{\prime} 56^{\prime \prime}$ East 10.61 feet; thence curving to the left on an arc of 25.00 feet radius, said arc being subtended by a chord bearing South $43^{\circ} 49^{\prime} 56^{\prime \prime}$ East 10.61 feet; thence South $560^{\circ} 04^{\prime} 46^{\prime \prime}$ East 42.00 feet; thence curving to the left on an arc of 25.00 feet radius, said arc being subtended by a chord bearing South $73032^{\prime} 14^{\prime \prime}$ East 15.00 feet; thence curving to the right on an arc of 25.00 feet radius, said arc being subtended by a chord bearing South $73 \circ 52^{\prime} 43^{\prime \prime}$ East 14.72 feet; thence South $14026^{\prime} 28^{\prime \prime}$ West 207.24 feet; thence South $24^{\circ} 40^{\prime} 35^{\prime \prime}$ West 175.41 feet; thence South $00 \circ 18^{\prime} 29^{\prime \prime}$ West 109.84 feet to a point on the Southerly boundary of said Lot 16; thence along said Southerly boundary North 89041 ' 31 " West 178.54 feet to the point of beginning.

EXCEPTING THEREFROM the following two (2) parcels:
(a) From a Westerly portion within said Lot 17, all oil, gas, asphaltum, minerals and other hydrocarbon substances in or on said land below a depth of 500 feet from the surface of said land, together with the right to produce, develop, explore and extract said substances, but without the right of entry on the surface of said land or within 500 feet from the surface of said land; as excepted in the deed from Elliot J. Adams, et al., to Liaos International, Inc., a California corporation, et al., dated May 22, 1978, recorded July 18, 1978, in Book 780718 of Official Records, Page 418.
continued
(b) From all that portion within said Lot 16 and an Easterly portion within said Lot 17, mineral rights below a depth of 500 feet measured vertically from the surface with no rights of surface entry or rights to intrude within 500 feet of the surface; as conveyed in the following five (5) documents:
(1) Grant Deed from AKT Development Corporation, a California corporation, et al., to Andrew J. Johas, a married man, as his sole and separate property, as trustee, dated May 29, 1984, recorded July 6, 1984, in Book 840706 of Official Records, Page 648.
(2) Grant Deed from William S. Fitzer and Mary B. Fitzer, his wife, to Andrew J, Johas, a married man, as his sole and separate property, as trustee, dated May 29, 1984, recorded July 6, 1984, in Book 840706 of Official Records, Page 652.
(3) Grant Deed from Samuel G. Chicos, et al., to Andrew J. Johas, a married man, as his sole and separate property, as trustee, dated May 29, 1984, recorded July 6, 1984, in Book 840706 of Official Records, Page 655.
(4) Grant Deed from Rudolph V. Biale, a married man, as his sole and separate property, to Andrew J. Johas, a married man, as his sole and separate property, as trustee, dated May 29, 1984, recorded July 6, 1984, in Book 840706 of Official Records, Page 659.
(5) Quitclaim Deed from Kim L. Johas, wife of grantee, to Andrew J. Johas, husband of grantor, as his separate property, dated June 11, 1984, and July 24, 1984, recorded August 10, 1984, in Book 840810 of Official Records, Page 658.

PARCEL "U" (Animal Control Shelter):
Parcel 3 as shown on the Parcel Map entitled "Parcel Map Of Block 10 And Portions Of Block 9, 12, 13, \& 14 Of Brannan's Addition (1 B.M. 13) And A Portion Of The Blocks Bounded By Front And 2nd, "U" And "W" Streets Of The City Of Sacramento, According To The Official Plat Thereof", filed in the office of the Recorder of Sacramento County, California, on March 21, 1996, in Book 145 of Parcel Maps, Map No. 3.

## EXHIBIT C

2000 Base Rental Payment Schedule

| 2000 Base Rental | Principal | Interest | Total 2000 Base |
| :---: | :---: | :---: | :---: |
| Payment Date | Component | Component | Rental Payment |
| December 1, 2000 |  | \$ $892,367.19$ | \$ 892,367.19 |
| June 1, 2001 | \$ 325,000.00 | 1,070,840.63 | 1,395,840.63 |
| December 1, 2001 |  | 1,064,259.38 | 1,064,259.38 |
| June 1, 2002 | 395,000.00 | 1,064,259.38 | 1,459,259.38 |
| December 1, 2002 |  | 1,056,161.88 | 1,056,161.88 |
| June 1, 2003 | 700,000.00 | 1,056,161.88 | 1,756,161.88 |
| December 1, 2003 |  | 1,041,636.88 | 1,041,636.88 |
| June 1, 2004 | 730,000.00 | 1,041,636.88 | 1,771,636.88 |
| December 1, 2004 |  | 1,026,124.38 | 1,026,124.38 |
| June 1, 2005. | 760,000.00 | 1,026,124.38 | 1,786,124.38 |
| December 1, 2005 |  | 1,009,784.38 | 1,009,784.38 |
| June 1, 2006 | 795,000.00 | 1,009,784.38 | 1,804,784.38 |
| December 1, 2006 |  | 992,493.13 | 992,493.13 |
| June 1, 2007 | 830,000.00 | 992,493.13 | 1,822,493.13 |
| December 1, 2007 |  | 974,233.13 | 974,233.13 |
| June 1, 2008 | 865,000.00 | 974,233.13 | 1,839,233.13 |
| December 1, 2008 |  | 954,770.63 | 954,770.63 |
| June 1, 2009 | 905,000.00. | 954,770.63 | 1,859,770.63 |
| December 1, 2009 |  | 934,181.88 | 934,181.88 |
| June 1, 2010 | 940,000.00 | 934,181.88 | 1,874,181.88 |
| December 1, 2010 |  | 912,326.88 | 912,326.88 |
| June 1, 2011 | 990,000.00 | 912,326.88 | 1,902,326.88 |
| December 1, 2011 |  | 888,814.38 | 888,814.38 |
| June 1, 2012 | 1,035,000.00 | 888,814.38 | 1,923,814.38 |
| December 1, 2012 |  | 863,715.63 | 863,715.63 |
| June 1, 2013 | 1,085,000.00 | 863,715.63 | 1,948,715.63 |
| December 1, 2013 |  | 836,861.88 | 836,861.88 |
| June 1, 2014 | 1,135,000.00 | 836,861.88 | 1,971,861.88 |
| December 1, 2014 |  | 807,919.38 | 807,919.38 |
| June 1, 2015 | 1,195,000.00 | 807,919.38 | 2,002,919.38 |
| December 1, 2015 |  | 777,148.13 | 777,148.13 |
| June 1, 2016 | 1,255,000.00 | 777,148.13 | 2,032,148.13 |
| December 1, 2016 |  | 744,204.38 | 744,204.38 |
| June 1, 2017 | 1,320,000.00 | 744,204.38 | 2,064,204.38 |
| December 1, 2017 |  | 709,224.38 | 709,224.38 |
| June 1, 2018 | 1,390,000.00 | 709,224.38 | 2,099,224.38 |
| December 1,2018 |  | 671,694.38 | 671,694.38 |
| June 1, 2019 | 1,465,000.00 | 671,694.38 | 2,136,694.38 |


| 2000 Base Rental |
| :--- | :---: | ---: | ---: |
| Payment Date |\(\left.\quad \begin{array}{c}Principal <br>

Component\end{array} \quad \begin{array}{c}Interest <br>

Component\end{array}\right) ~\)| Total 2000 Base |
| ---: |
| December 1, 2019 | to be the person(s) whose name (s) ds/are subscribed to the within instrument and acknowledge to me that he/they executed the same in hisiser/their authorized capacity(ies), and that by

 signature (s) on the instrument the person(s), or the entity upon behalf of which the persons) acted, executed the instrument.

WITNESS my hand and official seal.


## OPTIONAL

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

CAPACITY CLAIMED BY SIGNER
individuals
ATTORNEY-IN-FACT
TRUSTEE SS)
$\square$ guardian/donservator
OTHER: $\qquad$



DESCRIPTION OF ATTACHED DOCUMENT Amendment to Master Treasurer Project Lease


$$
7-1-00
$$

DATE OF DOCUMENT


