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Sacramento County
Clerk-Recorder

FIFTH AMENDMENT TO MASTER PROJECT LEASE

by and between the

SACRAMENTO CITY FINANCING AUTHORITY

and the

CITY OF SACRAMENTO

RELATING TO THE
SACRAMENTO CITY FINANCING AUTHORITY
2005 REFUNDING REVENUE BONDS
(SOLID WASTE, REDEVELOPMENT AND MASTER LEASE PROGRAM FACILITIES)

Executed and Entered Into as of June 1, 2005

NO DOCUMENTARY TRANSFER TAX
DUE. This Fifth Amendment to Master
Project Lease is recorded for the benefit of
the City of Sacramento and is exempt from
California documentary transfer tax
pursuant to Section 11928 of the
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Government Code.

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FIFTH AMENDMENT TO MASTER PROJECT LEASE

This Fifth Amendment to Master Project Lease (the "Fifth Amendment to Master Project Lease"), executed and entered into as of June 1, 2005, 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 the acquisition and construction of certain capital improvement projects for the City and by financing the acquisition of certain loan obligations of the Agency so that the Agency can undertake redevelopment activities for the benefit of the City, and the Authority leased the 1999 Site to the City, 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 capital improvement projects for the City and may finance the acquisition of additional loan obligations of the Agency so that the Agency can undertake redevelopment activities for the benefit of the City, (A) by the City leasing additional parcels of real property (each an "Additional Site") to the Authority as provided in the Master Site Lease, and (B) by the Authority leasing such additional parcels of real property, together with the improvements then located thereon or to be acquired and constructed thereon (each an "Additional Project") to the City; and

WHEREAS, pursuant to an Amendment to Master Site Lease (the "Amendment to Master Site Lease") executed and entered into as of July 1, 2000, by and between the City and the Authority that was recorded on July 25, 2000, in Book 20000725 of the Official Records of Sacramento County, at Page 1311, and an Amendment to Master Project Lease (the "Amendment to Master Project Lease") executed and entered into as of July 1, 2000, by and between the Authority and the City that was recorded on July 25, 2000, in Book 20000725 of the Official Records of Sacramento County, at Page 1312, the Authority and the City provided for the financing of the acquisition and construction of certain additional capital improvement projects for the City by the City leasing additional parcels of real property (the "2000 Site") to

the Authority and the Authority leasing such additional parcels of real property, together with the improvements located thereon (the "2000 Project"), to the City; and

WHEREAS, pursuant to a Second Amendment to Master Site Lease (the "Second Amendment to Master Site Lease") executed and entered into as of April 1, 2001, by and between the City and the Authority that was recorded on April 24, 2001, in Book 20010424 of the Official Records of Sacramento County, at Page 1415, and a Second Amendment to Master Project Lease (the "Second Amendment to Master Project Lease") executed and entered into as of April 1, 2001, by and between the Authority and the City that was recorded on April 24, 2001, in Book 20010424 of the Official Records of Sacramento County, at Page 1416, the Authority and the City provided for the financing of the acquisition and construction of certain additional capital improvement projects for the City by the City leasing additional parcels of real property (the "2001 Site") to the Authority and the Authority leasing such additional parcels of real property, together with the improvements located thereon (the "2001 Project"), to the City; and

WHEREAS, pursuant to a Third Amendment to Master Site Lease (the "Third Amendment to Master Site Lease") executed and entered into as of July 1, 2002, by and between the City and the Authority that was recorded on July 1, 2002, in Book 20020701 of the Official Records of Sacramento County, at Page 1649, and a Third Amendment to Master Project Lease (the "Third Amendment to Master Project Lease") executed and entered into as of July 1, 2002, by and between the Authority and the City that was recorded on July 1, 2002, in Book 20020701 of the Official Records of Sacramento County, at Page 1650, the Authority and the City provided for the financing of the acquisition and construction of certain additional capital improvement projects for the City by the City leasing additional parcels of real property (the "2002 Site") to the Authority and the Authority leasing such additional parcels of real property, together with the improvements located thereon (the "2002 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") to the Authority for the lease of the 1999 Project by the Authority to the City, the City is obligated under the Amendment to Master Project Lease to make scheduled base rental payments (the "2000 Base Rental Payments") to the Authority for the lease of the 2000 Project by the Authority to the City, the City is obligated under the Second Amendment to Master Project Lease to make scheduled base rental payments (the "2001 Base Rental Payments") to the Authority for the lease of the 2001 Project by the Authority to the City and the City is obligated under the Third Amendment to Master Project Lease to make scheduled base rental payments (the "2002 Base Rental Payments") to the Authority for the lease of the 2002 Project by the Authority to the City, and may provide for the discharge and satisfaction of a portion of such base rental payments pursuant to Section 13.01(b) of the Master Project Lease; and

WHEREAS, the Authority and the City have determined that it is in the best interests of the City and the residents of the City (through the sale and delivery of revenue bonds of the Authority secured in part by the base rental payments due under the Fifth Amendment to Master Project Lease) to refund a portion of the Sacramento City Financing Authority 1999 Capital Improvement Revenue Bonds (Solid Waste and Redevelopment Projects) (the "1999 Bonds"), all of the Sacramento City Financing Authority 2000 Capital Improvement Revenue Bonds (City of Sacramento 2000 Public Safety and Parking Improvements) (the "2000 Bonds"),

and a portion of Sacramento City Financing Authority 2001 Capital Improvement Revenue Bonds (Water and Capital Improvement Projects) (the "2001 Bonds") and the Sacramento City Financing Authority 2002 Revenue Bonds, Series A (City Hall and Redevelopment Projects) (the "2002 Bonds" and collectively with the 1999 Bonds, the 2000 Bonds and the 2001 Bonds, the "Prior Bonds") in accordance with their terms from the proceeds of sale of the Sacramento City Financing Authority 2005 Refunding Revenue Bonds (Solid Waste, Redevelopment and Master Lease Program Facilities) (the "Refunding Bonds") issued under the terms of the Indenture (the "2005 Indenture") dated as of June 1, 2005, by and between the Authority and the Trustee; and

WHEREAS, certain of the proceeds of the sale of the Refunding Bonds will be deposited with the Trustee, acting as escrow agent (the "Escrow Agent") pursuant to an Escrow Agreement, dated as of June 1, 2005, between the Authority and the Escrow Agent, to be held in trust in certain escrow funds by the Escrow Agent and applied to the payment or redemption of all of the Prior Bonds, all as more particularly set forth in the Escrow Agreement; and

WHEREAS, in accordance with Section 13.01 of the Master Project Lease, the Escrow Agreement by its terms constitutes a deposit with the Trustee of money in an amount which shall be sufficient, and securities defined in paragraphs (1) and (2) of the definition of Legal Investments (as that term is defined in the respective indenture for each of the Prior Bonds) which are not subject to redemption prior to maturity except by the holder thereof (including any such securities issued or held in book entry form) the interest on and principal of which when paid will provide money which, together with such money, shall be sufficient, as stated in a report of Precision Analytics Inc./Samuel Klien & Co., a nationally recognized independent certified public accountant addressed to the City and the Trustee verifying such sufficiency in full, to pay when due the principal component of a portion of the 1999 Base Rental Payments, all of the 2000 Base Rental Payments, and a portion of the 2001 Base Rental Payments and the 2002 Base Rental Payments, as set forth in Exhibit D attached hereto and incorporated herein and made a part hereof (the "Prior Master Lease Base Rental Payments") on and prior to its payment date or its date of prepayment, as the case may be, and the interest component and prepayment premium, if any, thereon, so that any unpaid principal component of a Prior Base Rental Payment shall, prior to its scheduled payment date or date of prepayment, be deemed to have been paid within the meaning of and with the effect expressed in Section 13.01(b) of the Master Project Lease (except that the City shall remain liable for such Prior Master Lease Base Rental Payments, but only out of such money or securities deposited with the Escrow Agent in the respective escrow funds for such Prior Master Lease Base Rental Payments as more fully set forth in the Escrow Agreement);

WHEREAS, in order to finance the Refunding Bonds, the Authority will lease to the City, pursuant to the Fifth Amendment to Master Project Lease, the Site, together with the improvements located thereon, including the 1999 Project, the 2000 Project, the 2001 Project and the 2002 Project, and will thereafter constitute the "Project" as provided in the Master Project Lease; and

WHEREAS, pursuant to the Fifth Amendment to Master Project Lease, the City will become obligated thereunder to make certain scheduled base rental payments (the "Refunding Base Rental Payments") and additional rental payments (the "Refunding Additional Rental Payments") to the Authority for the lease of the Project to the City; and

WHEREAS, pursuant to the Fifth Amendment to Master Project Lease, in order to provide for the payment of debt service on the portions of the 1999 Bonds, the 2001 Bonds and the 2002 Bonds that are not refunded by the Refunding Bonds, the City will remain obligated hereunder to make amended 1999 Base Rental Payments (the "Amended 1999 Base Rental Payments"), amended 2001 Base Rental Payments (the "Amended 2001 Base Rental Payments"), and amended 2002 Base Rental Payments (the "Amended 2002 Base Rental Payments"), which together with the Refunding Base Rental Payments and certain other Base Rental Payments will constitute the "Base Rental Payments" as provided in the Master Project Lease, to the Authority for the lease of the 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 Fifth 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 Fifth Amendment to Master 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

DEFINITIONS

SECTION 1.01. Definitions.

(a) All the 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 Fifth 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 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:

2005 Indenture

"2005 Indenture" means the Indenture dated as of June 1, 2005, 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 2005 Bonds, which constitutes a Supplemental Indenture under the Master Project Lease.

Amended 1999 Base Rental Payments

“Amended 1999 Base Rental Payments” means the payments payable by the City as Base Rental Payments pursuant to Section 5.01(c) hereof, which constitute Base Rental Payments under the Master Project Lease.

Amended 2001 Base Rental Payments

“Amended 2001 Base Rental Payments” means the payments payable by the City as Base Rental Payments pursuant to Section 5.01(c) hereof, which constitute Base Rental Payments under the Master Project Lease.

Amended 2002 Base Rental Payments

“Amended 2002 Base Rental Payments” means the payments payable by the City as Base Rental Payments pursuant to Section 5.01(c) hereof, which constitute Base Rental Payments under the Master Project Lease.

Bond Insurer

“Bond Insurer” means Financial Guaranty Insurance Company, a New York stock insurance company, or any successor thereto or assignee thereof.

Escrow Agreement

“Escrow Agreement” means the Escrow Agreement, dated as of June 1, 2005, by and between the Authority and The Bank of New York Trust Company, N.A., as escrow agent, providing for the refunding and defeasance of the Prior Bonds and the discharge, payment and satisfaction of the Prior Master Lease Base Rental Payments.

Escrow Fund

“Escrow Fund” means the Escrow Funds relating to the Prior Bonds established pursuant to the Escrow Agreement and Section 4.01 hereof and maintained by the Escrow Agent.

Fifth Amendment to Master Project Lease

“Fifth Amendment to Master Project Lease” means this Fifth Amendment to Master Project Lease executed and entered into as of June 1, 2005, by and between the Authority and the City, amending the Master Project Lease to refund a portion of the Project leased by the Authority to the City thereunder.

Master Lease Reserve Requirement

“Master Lease Reserve Requirement” means, as of any date of determination by the City, the least of (i) ten percent (10%) of the initial offering price to the public of the Refunding Bonds related to the Refunding Base Rental Payments paid by the City pursuant to the Fifth Amendment to Master Project Lease (as determined under the Code), (ii) the maximum

annual Refunding Base Rental Payments payable in the current or any future one-year period ending on each June 30 or (iii) 125% of the average annual Refunding Base Rental Payments payable in the current and all future one-year periods ending on each June 30, but in any such case not greater than the maximum amount permitted to be held in the Master Lease Reserve Subaccount under the Code.

Master Lease Surety Bond

“Master Lease Surety Bond” means the surety bond issued by the Bond Insurer on the date of the original delivery of the Refunding Bonds guaranteeing certain payments into the Master Lease Reserve Subaccount with respect to the Refunding Bonds as provided therein and subject to the limitations set forth therein, which surety bond will be used to satisfy the Master Lease Reserve Requirement.

Principal Payment Date

“Principal Payment Date” means December 1 of each year, commencing on December 1, 2008 and ending on the last principal payment date of the Refunding Bonds.

Prior Bonds

“Prior Bonds” means (1) the \$12,710,000 of the \$41,645,000 aggregate principal amount of the Sacramento City Financing Authority 1999 Capital Improvement Revenue Bonds (Solid Waste and Redevelopment Projects), (2) the \$37,835,000 aggregate principal amount of the Sacramento City Financing Authority 2000 Capital Improvement Revenue Bonds (City of Sacramento 2000 Public Safety and Parking Improvements), (3) the \$61,025,000 aggregate principal amount of the Sacramento City Financing Authority 2001 Capital Improvement Revenue Bonds (Water and Capital Improvement Projects), and (4) the \$32,935,000 aggregate principal amount of the Sacramento City Financing Authority 2002 Revenue Bonds, Series A (City Hall and Redevelopment Projects), all as more fully described in Exhibit A to the 2005 Indenture.

Prior Master Lease Base Rental Payments

“Prior Master Lease Base Rental Payments” means the Base Rental Payments which upon the issuance of the Refunding Bonds and the deposit of certain proceeds thereof with the Escrow Agent pursuant to the Escrow Agreement shall be deemed paid and satisfied and which are more fully set forth in Exhibit D hereto.

Project

“Project” shall have the meaning given such term in the recitals.

Refunding Additional Rental Payments

“Refunding 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.

Refunding Base Rental Payments

"Refunding 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.

Refunding Bonds

"Refunding Bonds" means the Sacramento City Financing Authority 2005 Refunding Revenue Bonds (Solid Waste, Redevelopment and Master Lease Program Facilities) issued by the Authority under and pursuant to the 2005 Indenture and which constitute Additional Bonds under the Master Project Lease, the proceeds of which will be used by the Authority as the source of funds for the refunding of the Prior Bonds and used by the City for the discharge, payment and satisfaction of the Prior Master Lease Base Rental Payments.

Trustee

"Trustee" means The Bank of New York Trust Company, N.A., a national banking association duly organized and existing under and by virtue of the laws of the United States of America and authorized to accept and execute trusts of the character set forth in the 2005 Indenture, at its Principal Corporate Trust Office (as that term is defined in the 2005 Indenture), and its successors or assigns, or any other bank or trust company having a corporate trust office in Los Angeles or San Francisco, California, which may at any time be substituted in its place as provided in Section 5.01 of the 2005 Indenture.

ARTICLE II

NO ADDITIONS TO THE PROJECT

SECTION 2.01. Additions to the Project. This Fifth Amendment to Master Project Lease makes no additions or modifications to the Project.

ARTICLE III

TERM OF THE MASTER PROJECT LEASE

SECTION 3.01. Term of the Master Project Lease. If the term of the Master Site Lease is extended or shortened in accordance with the terms thereof, the term hereof shall (subject to Section 14.06 of the Master Project Lease) end on the day immediately preceding the date of termination of the Master Site Lease.

ARTICLE IV

USE OF PROCEEDS

SECTION 4.01. Use of Proceeds. The parties hereto agree that pursuant to Section 2.12 of the 2005 Indenture, a portion of the proceeds of the Refunding Bonds (and certain other funds) shall be deposited directly into the Escrow Fund (namely, \$188,706,537.67) and a portion of such proceeds shall be paid to the City (namely, \$386,869.65), and shall be deposited by the City in the "Sacramento City Financing Authority 2005 Refunding Revenue Bonds (Solid Waste, Redevelopment and Master Lease Program Facilities) Costs of Issuance Fund (the "Costs of Issuance Fund"), which fund is established under the 2005 Indenture, and the remainder of such proceeds shall be applied to pay the premiums for bond insurance and debt service reserve surety bonds and other necessary financing costs, so that all of such proceeds of the Refunding Bonds in the aggregate shall constitute the payment for the acquisition of the Fifth Amendment to Master Project Lease. The Costs of Issuance Fund shall be used by the City to pay for the costs of issuance of the Refunding Bonds, refunding the Prior Bonds and discharging the Prior Master Lease Base Rental Payments.

ARTICLE V

RENTAL PAYMENTS

SECTION 5.01. Payment of 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 Project the following amounts at the following times:

(a) Refunding Base Rental Payments. The City shall pay to the Authority the Refunding Base Rental Payments which shall be due in the amounts and at the times set forth in the Refunding Base Rental Payment Schedule contained in Exhibit B attached hereto and made a part hereof, which Refunding Base Rental Payments shall be payable by the City, together with the Amended 1999 Base Rental Payments, the Amended 2001 Base Rental Payments, the Amended 2002 Base Rental Payments and certain other Base Rental Payments, for the lease of the 2005 Project to it. Each Refunding Base Rental Payment shall be payable to the Trustee (as assignee of the Authority pursuant to the 2005 Indenture) in immediately available funds on each 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 otherwise directed by the City. The City shall provide written notice to the Trustee at least thirty (30) Business Days prior to any Due Date upon which it expects to be unable to pay the Refunding Base Rental Payment due on such Due Date, informing the Trustee of its expected inability to pay the Refunding Base Rental Payment due on such Due Date. The City covenants (subject to Section 6.04 of the Master Project Lease) to take such action each year as may be necessary to include all Refunding Base Rental Payments due hereunder in its annual budgets and (to the extent that provisions for the payment of Refunding Base Rental Payments have not been otherwise made) to make the

necessary annual appropriations for all such Refunding Base Rental Payments, and the City will furnish to the Trustee, within ninety (90) days after the final adoption of each annual budget of the City, a certificate that the annual budget of the City provides for all such Refunding Base Rental Payments required to be made hereunder in such year.

(b) 2005 Additional Rental Payments. The City shall pay to the Authority or the Trustee, as the case may be, as 2005 Additional Rental Payments hereunder (in addition to the foregoing Refunding Base Rental Payments and the following Amended 1999 Base Rental Payments, the Amended 2001 Base Rental Payments and the Amended 2002 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 Fifth Amendment to Master Project Lease, including but not limited to payment of all fees and expenses of the Authority or the Trustee in connection with the lease of the 2005 Project to the City, together with all salaries and wages of employees, all expenses, compensation and indemnification of the Trustee payable by the Authority under the 2005 Indenture, all fees of auditors, accountants, attorneys or engineers, all insurance premiums, all 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 Refunding Bonds or the 2005 Indenture or hereof, including the payment of all costs due under the Master Lease Surety Bond. Such 2005 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 2005 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 2005 Additional Rental Payments.

(c) Amended 1999 Base Rental Payments, Amended 2001 Base Rental Payments and Amended 2002 Base Rental Payments. The City shall pay to the Authority the Amended 1999 Base Rental Payments, the Amended 2001 Base Rental Payments and the Amended 2002 Base Rental Payments which shall be due in the amounts and at the times set forth in the Amended Base Rental Payment Schedule contained in Exhibit C attached hereto and made a part hereof, which Amended 1999 Base Rental Payments, Amended 2001 Base Rental Payments, Amended 2002 Base Rental Payments and other Base Rental Payments shall be payable by the City, together with the Refunding Base Rental Payments, for the lease of the Project to it. Except as set forth in Exhibit C hereto, each Amended 1999 Base Rental Payments shall be payable to the Trustee in the time, form and manner set forth in Section 6.01 of the Master Project Lease, each Amended 2001 Base Rental Payments shall be payable to the Trustee in the time, form and manner set forth in Section 5.01 of the Second Amendment to Master Project Lease, and each Amended 2002 Base Rental Payments shall be payable to the Trustee in the time, form and manner set forth in Section 5.01 of the Third Amendment to Master Project Lease.

SECTION 5.02. Prepayment of Refunding 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 Refunding Base Rental Payments then unpaid, as a whole 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 Refunding 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 Refunding 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 Refunding Base Rental Payments due on the Principal Payment Dates on or after December 1, 2016, as a whole on any date on or after December 1, 2015, or in part in such amounts in integral multiples of five thousand dollars (\$5,000) and from such maturities as are selected by the Treasurer of the City on any date on or after December 1, 2015, 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.

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. Reserve Account. The City has deposited the Master Lease Surety Bond in an amount equal to the Master Lease Reserve Requirement with the Trustee to hold for the benefit of the Master Lease Reserve Subaccount (as that term is defined in the 2005 Indenture, and herein the "Reserve Account") under the 2005 Indenture. The City agrees that, if ever the Reserve Account is drawn upon, the first Refunding Base Rental Payments made thereafter shall be used to restore the Reserve Account to an amount equal to the Master Lease Reserve Requirement; provided, that after the Refunding Bonds are no longer Outstanding (as that term is defined in the 2005 Indenture) under the 2005 Indenture, any balance of money remaining in the Reserve Account 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, 10th Floor
Sacramento, California 95814

If to the City:

City of Sacramento
c/o City Treasurer
City of Sacramento
915 I Street
HCH, 3rd Floor, #0900
Sacramento, California 95814

If to the Trustee:

The Bank of New York Trust Company, N.A.
550 Kearny Street, Suite 600
San Francisco, California 94108
Attention: Corporate Trust Department
FAX: 415/399-1647

If to the Bond Insurer:

Financial Guaranty Insurance Company
125 Park Avenue
New York, New York 10017
Attention: Risk Management

SECTION 6.02. Effect of Fifth Amendment to Master Project Lease.

Except as herein otherwise expressly 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 the leasing by the City to the Authority of the 2005 Site shall not effect or result in a merger of the City's leasehold estate pursuant hereto and its fee simple estate as lessor under the Master Site Lease, and the Authority shall continue to have and hold a leasehold estate in the 2005 Site pursuant to the Master Site Lease throughout the term thereof and the term hereof, and as to the 2005 Site, the Fifth Amendment to Master Project Lease shall be deemed and constitute a sublease; and provided further, that the City agrees that (i) if it proceeds pursuant to Section 2.06 of the Master Project Lease to add an Additional Project to the Project, the real property that shall be so added shall be property that has been accepted by the City, and the Bond Insurer (as that term is defined in the 2005 Indenture) shall be provided with a copy of the certificate executed by the City in accordance with such Section 2.06, (ii) such Bond Insurer shall have the right to give notice of covenant defaults under Section 12.01 of the Master Project Lease, and any such notice shall have the same force and effect hereunder as if it came from the Authority or the Trustee, (iii) the

City may not terminate the Master Project Lease as a remedy for a default by the Authority thereunder, and (iv) a default under the Master Project Lease shall constitute an Event of Default under the 2005 Indenture.

SECTION 6.03. Amendment of Master Project Lease. Pursuant to Section 14.06 of the Master Project Lease and Section 10.16 of the 2005 Indenture, Section 2.06(b)(4) of the Master Project Lease is amended in the manner set forth below, such amendment to become effective immediately upon the issuance of the Refunding Bonds and upon receipt by the City and Trustee of the consent of Ambac Assurance Corporation and Financial Security Assurance to this amendment.

Section 2.06. Addition or Deletion of Portions of Project.

(b)(4) The provisions relating to the establishment and funding of a reserve account, if any, for such Additional Bonds.

SECTION 6.04. Continuing Disclosure. The City hereby covenants and agrees that it will comply with and carry out all provisions in the Continuing Disclosure Certificate of the City relating to the Refunding Bonds. Notwithstanding any other provision of this Master Project Lease, failure of the City to comply with its obligations under the Continuing Disclosure Certificate shall not be an Event of Default under the Master Project Lease. However, any Participating Underwriter (within the meaning of the Continuing Disclosure Certificate) or any holder or beneficial owner of the Refunding Bonds may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the City to comply with its obligations under this Section 6.04.

SECTION 6.05. Bond Insurer Provisions.

(a) The Bond Insurer shall be deemed to be the sole Holder of Refunding Bonds allocable to this Fifth Amendment to Master Project Lease for so long as, and only during such time as, no default shall have occurred and be continuing by the Bond Insurer with respect to the payment provisions under the Bond Insurance Policy (as defined in the 2005 Indenture).

(b) This Fifth Amendment to Master Project Lease shall not be amended or supplemented without the prior written consent of the Bond Insurer. Any rating agency rating the Refunding Bonds shall receive notice of each amendment and a copy thereof at least 15 days in advance of its execution and adoption. The Bond Insurer shall be provided with a full transcript of all proceedings relating to the execution of any such amendment or supplement.

(c) The City shall pay or reimburse the Bond Insurer for any and all charges, fees, costs and expenses that the Bond Insurer may reasonably pay or incur (solely from Refunding Additional Rental Payments under this Fifth Amendment to Master Project Lease) in connection with the following: (i) the administration, enforcement, defense or preservation of any rights or security hereunder or under any other transaction document; (ii) the pursuit of any remedies hereunder, under any other transaction document, or otherwise afforded by law or equity, (iii) any amendment, waiver or other action with respect to or related to this Fifth

Amendment to Master Project Lease, any of the financing documents or any other transaction document whether or not executed or completed; (iv) the violation by the City of any law, rule or regulation or any judgment, order or decree applicable to it; (v) any advances or payments made by the Bond Insurer to cure defaults of the City under the transaction documents; or (vi) any litigation or other dispute in connection with any of the financial documents, any other transaction document or the transactions contemplated hereby or thereby, other than amounts resulting from the failure of the Bond Insurer to honor its payment obligations under the Bond Insurance Policy (as defined in the 2005 Indenture). The Bond Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of any of the financing documents or any other transaction document. The obligations of the City under this Section 6.05(c) to the Bond Insurer shall survive discharge and termination of any of the financial documents.

(d) The notice addresses for the Bond Insurer and the Fiscal Agent are as follows: Financial Guaranty Insurance Company, 125 Park Avenue, New York, New York 10017, Attention: Risk Management; and U.S. Bank Trust National Association, 100 Wall Street, 19th Floor, New York, New York 10005, Attention: Corporate Trust Department.

(e) The City approves and agrees to the provisions in the Indenture relating to the Master Lease Surety Bond.

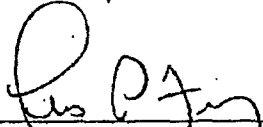
(f) No Additional Bonds may be issued with respect to the Master Project Lease without the Bond Insurer's prior written consent if any Policy Costs (as defined in the 2005 Indenture) with respect to the Master Lease Surety Bond are past due and owing to the Bond Insurer.

(g) Upon request of the Bond Insurer during the term of this Fifth Amendment to Master Project Lease, the City shall provide the Bond Insurer with evidence that the Fifth Amendment to Master Project Lease continues to be recorded in the Sacramento County Recorder's Office.

SECTION 6.06. Execution. The Fifth 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 Fifth Amendment to Master Project Lease by their officers thereunto duly authorized as of the day and year first written above.


SACRAMENTO CITY FINANCING AUTHORITY

By 
Treasurer

ATTEST:


Secretary

CITY OF SACRAMENTO


By 
Treasurer

(SEAL)

ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Sacramento } ss.

On July 6, 2005, before me, Toni Tone Malik
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Thomas P. Friery
Name(s) of Signer(s)

personally known to me

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



WITNESS my hand and official seal.

Place Notary Seal Above

Toni Tone Malik
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Fifth Amendment to Theater Project Lease

Document Date: June 1, 2005 Number of Pages: 14+

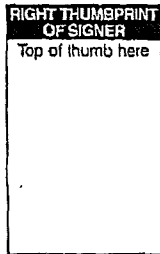
Signer(s) Other Than Named Above: Shirley Concelino

Capacity(ies) Claimed by Signer(s)

Signer's Name: Thomas P. Friery

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: Government Agency

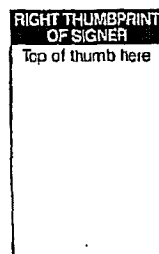
Signer Is Representing: same



Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

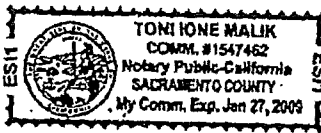
State of California

County of Sacramento } ss.

On July 6, 2005 before me, Toni Ione Malik
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
 personally appeared Shirley Concolino
Name(s) of Signer(s)

personally known to me

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



WITNESS my hand and official seal.

Place Notary Seal Above

Toni Ione Malik
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Fifth Amendments to Master Project Lease

Document Date: June 1, 2005 Number of Pages: 14+

Signer(s) Other Than Named Above: Shirley Concolino, Thomas Friery,

Capacity(ies) Claimed by Signer(s)

Signer's Name: Shirley Concolino
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: Government
Agency
 Signer is Representing: _____
None



Signer's Name: _____
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____
 Signer is Representing: _____

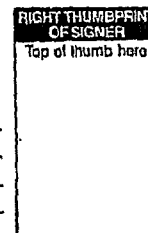


EXHIBIT A

Description of the 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.

APN: 006-0262-006, 006-0262-009, 006-0262-010, 006-0262-011, 006-0262-012

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 $00^{\circ}13'$ West 319.47 feet and North $89^{\circ}53'45''$ 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 $00^{\circ}13'$ East 200.00 feet; thence parallel to the North line of said Section 27, North $89^{\circ}53'45''$ 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 $00^{\circ}14'20''$ West 200.00 feet; thence parallel to the North line of said Section 27, South $89^{\circ}53'45''$ East 425.13 feet to the point of beginning.

APN: 027-0040-046

PARCEL "C" (Fire Station No. 14):

Beginning at a point which is located North $19^{\circ}30'$ East 421.40 feet along the center line of 16th Street of the City of Sacramento, produced Northerly, and North $70^{\circ}30'$ West 832.05 feet and North $19^{\circ}30'$ East 160.30 feet from the intersection of the center lines of 16th and North B Streets of said city; thence from said point of beginning North $70^{\circ}30'$ West 40.10 feet; thence South $19^{\circ}30'$ West 120.30 feet; thence South $70^{\circ}30'$ East 40.10 feet; thence North $19^{\circ}30'$ East 120.30 feet to the place of beginning.

APN: 001-0130-007

continued

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

00° 09' 00" West 165.00 feet; thence leaving said center line North 89° 49' 44" East 277.00 feet; thence South 00° 09' 00" East 165.00 feet to the Northerly line of Newborough Drive; thence along said Northerly line South 89° 49' 44" West 277.00 feet, more or less to the point of beginning.

APN: 225-0960-001

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.

APN: 049-0031-016

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° 02 1/2' East 730 feet from the section corner common to Sections 11 and 18 of said Rancho Del Paso; thence from

continued

PARCEL "F" (Fire Station No. 17): (continued)

said point, and along the one-quarter section line, North $89^{\circ} 02' 1/2''$ East 260 feet; thence North $1^{\circ} 46' 1/2''$ West 76.6 feet to the center line of a road known as Marysville Road, North $35^{\circ} 26'$ West 183.5 feet; thence South $89^{\circ} 2' 1/2''$ West 158.3 feet; thence South $1^{\circ} 46' 1/2''$ East 227.8 feet to the point of commencement.

APN: 237-0091-011

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.

APN: 277-0271-002

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.

APN: 022-0205-001

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 Recorder of Sacramento County, California, on October 31, 1979, in Book 53 of Parcel Maps, Map No. 5.

APN: 022-0221-036

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 Surveys, Map No. 24, described as follows:

continued

PARCEL "J" (Fire Station No. 7): (continued)

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°04'02" East 490.00 feet; thence from said point of beginning North 89°44'55" 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°44'54" 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°44'55" East 100.00 feet; thence South 00°5'05" East 240.99 feet; thence South 89°44'55" 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°15'05" West 215.99 feet to the point of beginning.

APN: 117-0170-006

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, 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 00° 02' East 2696.56 feet to a point on the Northerly line of Sutterville Road, formerly known as 12th Avenue and as Palmetto Avenue; thence along the Northerly line of said Sutterville Road South 78° 07' 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. Cutter, his wife, on the West, and the land of Hickman Investment Company, a corporation, on the West, North 00° 02' West 2772.22 feet to the South line of said Donner Way; thence 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 to the point of beginning.

APN: 013-204-016, 013-213-001, 013-224-001, 013-265-001, 013-266-001, 013-315-001, 013-364-001

continued

PARCEL "L" (Stanford Park):

The entire block bounded by 27th 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.

APN: 003-0101-001

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.

APN: 035-0010-048

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.

continued

PARCEL "N" (Brockway Park): (continued)

(b) East by West line of Freeport Boulevard, West by East line of Brockway Court, and South by North line of 11th Avenue, all as shown on said plat.

APN: None (Shown on AP Maps 12-38 & 12-40)

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.

APN: 047-0242-001

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 also on the Southwesterly line of said Lot B, from which the most Southerly corner of said Lot B bears South 47° 38' 45" East 332.00 feet and South 41° 23' 50" 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° 38' 45" 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° 25' 20" 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° 39' 20" 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 42° 08' 10" 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 07° 41' 30" East 29.66 feet to a point on the Southeasterly line of 65th Avenue, as shown on said plat; thence along said Southeasterly line the following two (2) courses and distance: (1) North 55° 31' 20" 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 57° 49' 10" East 90.03 feet; thence South 16° 58' 15" East 447.30 feet to the point of beginning.

APN: 047-0270-004

continued

PARCEL "O" (Cabrillo Park): (continued)

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 03° 51' 20" West 500.00 feet and (2) South 54° 51' 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° 23' 50" West 170.86 feet and (2) North 47° 38' 45" West 171.10 feet; thence North 63° 51' 20" East 644.43 feet to a point on the Easterly line of said Lot B; thence along said Easterly line South 28° 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° 46' East 207.18 feet; thence from said point of beginning, parallel to the Southerly line of said Lot B, South 63° 51' 20" 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° 38' 45" West 117.10 feet; thence North 63° 51' 20" East 644.43 feet to a point on the Easterly line of said Lot B South 28° 46' East 109.07 feet to the point of beginning.

APN: 047-0270-005

Parcel No. 4:

All that portion of Section 1, Township 7 North, Range 4 East, M.D.B. & M., described 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 Recorder 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 21° 17' 00" 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 32° 49'

continued

PARCEL "O" (Cabrillo Park): (continued)

Parcel No. 4 (continued)

30" 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° 39' 05" West 280.09 feet; thence South 63° 51' 20" 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° 08' 40" West 110.00 feet and North 63° 51' 20" East 458.97 feet to the point of beginning.

APN: 047-0270-001

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 42° 26' 26" 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 26° 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 43° 05' 50" 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 43° 05' 50" West 425.24 feet to a 1-1/4 inch iron pipe monument tagged "L.S. 3185", (2) North 38° 10' 20" West 202.25 feet to a similar iron pipe monument and (3) North 53° 33' 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 North 49° 33' 35" 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" (Garcia Bend Park): (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 44° 17' 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 48° 56' 18" East 107.55 feet to the point of beginning.

APN: 031-0030-028

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° 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 43° 05' 50" 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° 05' 50" West 425.24 feet to a 1-1/4 inch iron pipe monument tagged "L.S. 3185", (2) North 38° 10' 20" West 202.25 feet to a similar iron pipe monument and (3) North 53° 33' 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° 33' 35" 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° 36' 10" East 111.39 feet, (2) South 32° 59' 20" East 203.87 feet and (3) South 45° 45' 10" East 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

continued

PARCEL "P" (García Bend Park): (continued)

Parcel No. 2 (continued)

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° 32' 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° 26' 26" East 227.93 feet to the point of beginning.

APN: 031-0030-029

PARCEL "Q" (Grant Park):

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

APN: 003-0081-001

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 51° 31' 30" East 70.00 feet and South 38° 28' 30" West 470.00 feet; thence from said point of beginning North 51° 31' 30" West 278.10 feet; thence North 38° 28' 30" 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° 45' 30" East 75.77 feet, (2) North 40° 06' East 6.00 feet, and continued

PARCEL "R" (Hall Park): (continued)

Parcel No. 1 (continued)

(3) South 49° 54' East 217.27 feet; thence leaving the Southerly boundary of said 22.24 acre tract of land South 38° 20' 30" 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° 28' 30" West 21.21 feet to the point of beginning.

APN: 005-0081-001

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 51° 31' 30" West 70.00 feet and South 38° 28' 30" 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° 31' 30" West 21.21 feet; thence North 38° 28' 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 49° 54' East 400.98 feet and (2) South 40° 06' West 6.00 feet; thence leaving the boundary of said 22.24 acre tract of land South 38° 28' 30" West 423.21 feet; thence North 51° 31' 30" West 385.82 feet to the point of beginning.

APN: 005-0091-021

continued

PARCEL "S" (Northgate Park):

Parcel 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° 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 06° 47' 00" West 813.13 feet and (2) South 87° 07' 00" East 920.00 feet; thence North 89° 57' 35" East 27.00 feet; thence South 00° 02' 25" 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 17° 20' 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° 57' 20" 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 76° 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° 06' 10" West 511.36 feet to the point of beginning.

APN: 225-0340-015 and 225-0340-016

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.

APN: 225-0971-052

continued

PARCEL "T" (Shore Park):

All that portion of Lots 16 and 17 of Rivertake. (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° 41' 31" East 99.97 feet; thence from said point of beginning, leaving said Southerly boundary, North 01° 51' 45" East 202.40 feet; thence North 19° 13' 45" East 50.32 feet; thence North 16.21 feet; thence North 19° 13' 45" East 205.00 feet; thence North 01° 06' 30" West 50.41 feet; thence North 78° 15' 11" 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 61° 49' 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 61° 49' 23" East 14.14 feet; thence North 78° 15' 11" 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 73° 32' 19" East 53.51 feet; thence South 56° 04' 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 43° 49' 56" 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° 49' 56" East 10.61 feet; thence South 56° 04' 46" 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° 32' 14" 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° 52' 43" East 14.72 feet; thence South 14° 26' 28" West 207.24 feet; thence South 24° 40' 35" West 175.41 feet; thence South 00° 18' 29" West 109.84 feet to a point on the Southerly boundary of said Lot 16; thence along said Southerly boundary North 89° 41' 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.

(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:

continued

PARCEL "T" (Shore Park): (continued)

(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.

APN: 031-1030-044

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.

APN: 009-0102-013 and 009-0164-016

PARCEL "V" (Memorial Auditorium):

All of the block bounded by 15th and 16th, "I" and "J" Streets of the City of Sacramento, according to the official plat thereof.

Assessor's Parcel No: 006-0062-001

PARCEL "W" (Cavanaugh Golf Course):

PARCEL NO. 1:

All that portion of Section 13, Township 7 North, Range 4 East, M.D.B.&M., described as follows:

Beginning at a point on the Easterly right of way line of the State of California Highway known as Route 24, from which the most Westerly corner of that certain 208.818 acre tract of land designated "A.J. Sweeney, 208.818 Acres" on that certain "Plat of Survey Of A Portion Of Swamp Land Survey No. 148 And 155, Sacramento County, California", filed in the office of the Recorder of Sacramento County in Book 11 of Surveys Map No. 43, bears the following two (2) courses and distances: (1) North 17°15'30" West 289.70 feet and (2) North 14°05'40" West 246.61 feet; thence from said point of beginning North 79°52'50" East 703.95 feet; thence 14°14'42" West 165.95 feet; thence North 78°12'00" East 265.20 feet; thence South 12°08'04" East 510.39 feet; thence South 79°52'50" West 538.33 feet; thence South 10°07'10" East 185.00 feet; thence South 79°52'50" West 450.00 feet to a point on said Easterly right of way line of State of California, Route 24; thence along said Easterly right of way line North 10°07'10" West 185.00 feet; thence North 06°33'00" West 257.32 feet; thence North 12°04'30" West 80.00 feet to the point of beginning.

EXCEPTING THEREFROM all oil, oil rights, natural gas rights and other hydrocarbons; by whatsoever name known, and any other minerals and mineral rights, whether or not similar to those herein mentioned, in and under the herein conveyed land, below a depth of 500 feet (including the right to drill, mine, explore and operate under and through the herein conveyed land for the purpose of extracting and producing oil, gas and other hydrocarbons by whatsoever name known, and all other minerals, whether or not similar to those herein mentioned; from other lands); PROVIDED THAT Grantors shall not drill, mine, explore or otherwise operate upon the surface or subsurface of said land herein conveyed, or any portion thereof, above a depth of 500 feet, or otherwise in such manner as to endanger the safety of any structure that may be constructed on said lands, in the exercise of any of the herein excepted and reserved rights; as excepted in the deed from Sacramento Regional County Sanitation District, a political subdivision of the State of California, to the City of Sacramento, a municipal corporation, dated July 11, 1989, recorded August 24, 1989, in Book 890824 of Official Records, Page 2079.

APN: 119-0190-033

PARCEL NO. 2:

All that portion of Section 13, Township 7 North, Range 4 East, M.D.B.&M., described as follows:

continued

PARCEL "W" (Cavanaugh Golf Course): (continued)

Parcel No. 2: (continued)

Commencing at the intersection of the Easterly right of way line of the State of California Highway known as Route 24 and the most Westerly corner of that certain 208.818 acre tract of land designated "A.J. Sweeney, 208.818 Acres", on that certain "Plat Of Survey Of A Portion Of Swamp Land Survey No. 148 And 155, Sacramento County, California", filed in the office of the Recorder of Sacramento County in Book 11 of Surveys Map 43; thence South 43°48'14" East 1803.62 feet to the true point of beginning of this description; thence from said true point of beginning North 78°12'00" East 339.80 feet; thence South 12°08'04" East 1201.92 feet; thence North 77°15'50" West 391.28 feet; thence North 12°08'04" West 1039.28 feet; thence North 77°38'22" East 15.21 feet to the true point of beginning.

EXCEPTING THEREFROM all oil, oil rights, natural gas rights and other hydrocarbons, by whatsoever name known, and any other minerals and mineral rights, whether or not similar to those herein mentioned, in and under the herein conveyed land, below a depth of 500 feet (including the right to drill, mine, explore and operate under and through the herein conveyed land for the purpose of extracting and producing oil, gas and other hydrocarbons by whatsoever name known, and all other minerals, whether or not similar to those herein mentioned, from other lands); PROVIDED THAT Grantors shall not drill, mine, explore or otherwise operate upon the surface or subsurface of said land herein conveyed, or any portion thereof, above a depth of 500 feet, or otherwise in such manner as to endanger the safety of any structure that may be constructed on said lands, in the exercise of any of the herein excepted and reserved rights; as excepted in the deed from Sacramento Regional County Sanitation District, a political subdivision of the State of California, to the City of Sacramento, a municipal corporation, dated February 26, 1991, recorded March 7, 1991, in Book 910307 of Official Records, Page 472..

APN: 119-0190-035

PARCEL NO. 3:

All that portion of Section 13, Township 7 North, Range 4 East, M.D.B.&M.; described as follows:

Commencing at the intersection of the Easterly right of way line of the State of California Highway known as Route 24 and the most Westerly corner of that certain 208.818 acre tract of land designated "A.J. Sweeney, 208.818 Acres", on that certain "Plat Of Survey Of A Portion Of Swamp Land Survey No. 148 And 155, Sacramento County, California", filed in the office of the Recorder of Sacramento County in Book 11 of Surveys Map No. 43, thence South continued

PARCEL "W" (Cavanaugh Golf Course): (continued)

Parcel No. 3 (continued)

78°19'37" East 1469.72 feet to the true point of beginning of this description; thence from said true point of beginning North 78°12'00" East 345.00 feet to a point located on the Westerly right of way line State of California I-5 Freeway; thence along said Westerly right of way South 14°14'49" East 273.62 feet; thence curving to the right on an arc of 9850.00 feet radius, said arc being subtended by a chord bearing South 11°47'21" East 844.13 feet; thence South 78°12'00" West 350.00 feet; thence North 12°08'04" West 1117.52 feet to the true point of beginning.

EXCEPTING THEREFROM all oil, oil rights, natural gas rights and other hydrocarbons, by whatsoever name known, and any other minerals and mineral rights, whether or not similar to those herein mentioned, in and under the herein conveyed land, below a depth of 500 feet (including the right to drill, mine, explore and operate under and through the herein conveyed land for the purpose of extracting and producing oil, gas and other hydrocarbons by whatsoever name known, and all other minerals, whether or not similar to those herein mentioned, from other lands); PROVIDED THAT Grantors shall not drill, mine, explore or otherwise operate upon the surface or subsurface of said land herein conveyed, or any portion thereof, above a depth of 500 feet, or otherwise in such manner as to endanger the safety of any structure that may be constructed on said lands, in the exercise of any of the herein excepted and reserved rights; as excepted in the deed from Sacramento Regional County Sanitation District, a political subdivision of the State of California, to the City of Sacramento, a municipal corporation, dated July 9, 1991, recorded July 26, 1991, in Book 910726 of Official Records, Page 554.

APN: 119-0190-040

PARCEL NO. 4:

All that portion of Section 13, Township 7 North, Range 4 East, M.D.B.&M., described as follows:

Commencing at the intersection of the Easterly right of way line of the State of California Highway known as Route 24 and the most Westerly corner of that certain 208.818 acre tract of land designated "A.J. Sweeney 208.818 Acres" on that certain "Plat Of Survey Of A Portion Of Swamp Land Survey No. 148 And 155, Sacramento County, California", filed in the office of the Recorder of Sacramento County in Book 11 of Surveys Map No. 43, thence South 80°29'47" East 1072.48 feet to the true point of beginning of this description; thence from

continued

PARCEL "W" (Cavanaugh Golf Course): (continued)

Parcel No. 4 (continued)

said true point of beginning North 78°12'00" East 389.80 feet; thence South 12°08'04" East 1117.52 feet; thence South 78°12'00" West 389.80 feet; thence North 12°08'04" West 1117.52 feet to the true point of beginning.

EXCEPTING THEREFROM all oil, oil rights, natural gas rights and other hydrocarbons, by

whatsoever name known, and any other minerals and mineral rights, whether or not similar to those herein mentioned, in and under the herein conveyed land, below a depth of 500 feet (including the right to drill, mine, explore and operate under and through the herein conveyed land for the purpose of extracting and producing oil, gas and other hydrocarbons by whatsoever name known, and all other minerals, whether or not similar to those herein mentioned, from other lands); PROVIDED THAT Grantors shall not drill, mine, explore or otherwise operate upon the surface or subsurface of said land herein conveyed, or any portion thereof, above a depth of 500 feet, or otherwise in such manner as to endanger the safety of any structure that may be constructed on said lands, in the exercise of any of the herein excepted and reserved rights; as excepted in the deed from Sacramento Regional County Sanitation District, a political subdivision of the State of California, to the City of Sacramento, a municipal corporation, dated August 11, 1992, recorded August 27, 1992, in Book 920827 of Official Records, Page 1112.

APN: 119-0190-041

PARCEL NO. 5:

A portion of those certain tracts of land described as (1) Parcel 017968-1 of Final Order of Condemnation recorded June 17, 1975, in Book 750617, Page 765, (2) Parcel 017969-1 of Final Order of Condemnation recorded June 17, 1975, in Book 750617, Page 742 and (3) Parcel 017970-1 of Final Order of Condemnation recorded May 10, 1974, in Book 740510, Page 883, all Official Records of Sacramento County.

Said portion is that part thereof described as follows:

Beginning at a point in the Westerly line of existing State Route 5 being the Northerly terminus of the course described as "South 17°45'57" West 202.72 feet" in Parcel 17969-1 referred to hereinabove; thence from said point of beginning along said course and the boundaries described in said Parcel 17969-1 South 17°45'57" West 202.72 feet; thence South 03°52'38" East 225.08 feet; thence South 15°34'24" East 394.21 feet; thence South 16°37'18" East

continued

PARCEL "W" (Cavanaugh Golf Course): (continued)

Parcel No. 5 (continued)

334.96 feet; thence leaving said boundaries North 07°53'30" West 1129.01 feet to the point of beginning.

EXCEPTING THEREFROM all oil, oil rights, minerals, mineral rights, natural gas, natural gas rights, and other hydrocarbons by whatsoever name known that may be within or under the parcel of land hereinabove described, together with the right to explore, ~~the right to explore~~ exploring and operating therefor and removing the same from said land or any other land, including the right to whipstock or directionally drill and mine from lands other than those hereinabove described oil or gas wells, tunnels and shafts into, through or across the subsurface of the land hereinabove described, and to bottom such whipstocked or directionally drill wells, tunnels and shafts under and beneath or beyond the exterior limited thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines, without, however, the right to drill, mine, explore and operate through the surface or the upper 100 feet of the subsurface of the land hereinabove described or otherwise in such manner as to endanger the safety of any highway that may be constructed on said lands; as excepted in the following three (3) Final Order Of Condemnation:

- (a) Recorded May 10, 1974, in Book 740510 of Official Records, Page 883.
- (b) Recorded June 17, 1975, in Book 750617 of Official Records, Page 742.
- (c) Recorded June 17, 1975, in Book 750617 of Official Records, Page 765.

APN: 119-0190-048 and 119-0190-049

PARCEL NO. 6:

All that portion of Section 13, Township 7 North, Range 4 East, M.D.B.&M., described as follows:

Commencing at the intersection of the Easterly right of way line of the State of California Highway known as Route 24 and the most Westerly corner of that certain 208.818 acre tract of land designated "A.J. Sweeney 208.818 Acres" on that certain "Plat Of Survey Of A Portion Of Swamp Land Survey No. 148 And 155, Sacramento County, California", filed in the office of the Recorder of Sacramento County in Book 11 of Surveys map No. 43; thence South 30°49'06" East 1598.94 feet to the true point of beginning of this description; thence from said true point of beginning North 77°38'22" East 468.50 feet; thence South 12°08'04" East 1039.28 feet; thence North 77°15'30" West 516.39 feet; thence North 12°08'04" West 820.26 feet to the true point of beginning.

continued

PARCEL "W" (Cavanaugh Golf Course): (continued)

Parcel No. 6 (continued)

EXCEPTING THEREFROM all oil, oil rights, natural gas rights and other hydrocarbons, by whatsoever name known, and any other minerals and mineral rights, whether or not similar to those herein mentioned, in and under the herein conveyed land, below a depth of 500 feet (including the right to drill, mine, explore and operate under and through the herein conveyed land for the purpose of extracting and producing oil, gas and other hydrocarbons by whatsoever name known, and all other minerals, whether or not similar to those herein mentioned, from other lands); PROVIDED THAT Grantors shall not drill, mine, explore or otherwise operate upon the surface or subsurface of said land herein conveyed, or any portion thereof, above a depth of 500 feet, or otherwise in such manner as to endanger the safety of any structure that may be constructed on said lands, in the exercise of any of the herein excepted and reserved rights; as excepted in the deed from Sacramento Regional County Sanitation District, a political subdivision of the State of California, to the City of Sacramento, a municipal corporation, dated August 10, 1993, recorded February 10, 1994, in Book 940210 of Official Records, Page 636.

APN: 119-0190-047

PARCEL NO. 7:

All that portion of Section 13, Township 7 North, Range 4 East, M.D.B.&M., described as follows:

Beginning at the intersection of the Westerly right of way line of State of California I-5 Freeway and the Northerly boundary line of that certain 208.818 acre tract of land designated "A.J. Sweeney, 208.818 Acres" on that certain "Plat of Survey Of A Portion Of Swamp Land Surveys No. 148 And 155, Sacramento County, California", filed in the office of the Recorder of Sacramento County in Book 11 of Surveys Map No. 43, from which the most Westerly corner bears South 78°12'00" West 1717.36 feet; thence from said point of beginning, along said Westerly right of way line, South 14°14'42" East 390.00 feet; thence South 78°12'00" West 1000.00 feet; thence North 14°14'42" West 390.00 feet to point located on said Northerly boundary line of that certain 208.818 acre tract land; thence along said Northerly boundary line North 78°12'00" East 1000.00 feet to the point of beginning.

EXCEPTING THEREFROM all oil, oil rights, natural gas rights and other hydrocarbons, by whatsoever name known, and any other minerals and mineral rights, whether or not similar to those herein mentioned, in and under the herein conveyed land, below a depth of 500 feet (including the right to drill, mine, explore and operate under and through the herein conveyed land)
continued

PARCEL "W" (Cavanaugh Golf Course): (continued)

Parcel No. 7 (continued)

land for the purpose of extracting and producing oil, gas and other hydrocarbons by whatsoever name known, and all other minerals, whether or not similar to those herein mentioned, from other lands); PROVIDED THAT Grantors shall not drill, mine, explore or otherwise operate upon the surface or subsurface of said land herein conveyed; or any portion thereof, above a depth of 500 feet, or otherwise in such manner as to endanger the safety of any structure that may be constructed on said lands, in the exercise of any of the herein excepted and reserved rights; as excepted in the deed from Sacramento Regional County Sanitation District, a political subdivision of the State of California, to the City of Sacramento, a municipal corporation, dated August 9, 1995, recorded June 11, 1996, in Book 960611 of Official Records, Page 981.

APN: 119-0190-051

PARCEL NO. 8:

All that portion of Section 13, Township 7 North, Range 4 East, M.D.B.&M., described as follows:

Commencing at the intersection of the Easterly right of way line of the State of California Highway known as Route 24 and the most Westerly corner of that certain 208.818 acre tract of land designated "A.J. Sweeney, 208.818 Acres" on that certain "Plat of Survey Of A Portion Of Swamp Land Surveys No. 148 And 155, Sacramento County, California", filed in the office of the Recorder of Sacramento County in Book 11 of Surveys Map No. 43; thence South 39°29'30" East 998.62 feet to the true point of beginning of this description; thence from said true point of beginning North 79°52'50" East 538.33 feet; thence South 12°08'04" East 670.13 feet; thence South 77°38'22" West 560.11 feet; thence South 79°52'50" West 260.00 feet; thence North 10°07'10" West 155.00 feet; thence North 79°52'50" East 260.00 feet; thence North 10°07'10" West 473.66 feet to the true point of beginning.

EXCEPTING THEREFROM all oil, oil rights, natural gas rights and other hydrocarbons, by whatsoever name known, and any other minerals and mineral rights, whether or not similar to those herein mentioned, in and under the herein conveyed land, below a depth of 500 feet (including the right to drill, mine, explore and operate under and through the herein conveyed land for the purpose of extracting and producing oil, gas and other hydrocarbons by whatsoever name known, and all other minerals, whether or not similar to those herein mentioned, from other lands); PROVIDED THAT Grantors shall not drill, mine, explore or otherwise operate upon the surface or subsurface of said land herein conveyed, or any portion thereof, above a depth continued

PARCEL "W" (Cavanaugh Golf Course): (continued)

Parcel No. 8 (continued)

of 500 feet, or otherwise in such manner as to endanger the safety of any structure that may be constructed on said lands, in the exercise of any of the herein excepted and reserved rights; as excepted in the deed from Sacramento Regional County Sanitation District, a political subdivision of the State of California, to the City of Sacramento, a municipal corporation, dated October 25, 1994, recorded June 11, 1996, in Book 960611 of Official Records, Page 982.

APN: 119-0190-052

PARCEL NO. 9:

All that portion of Section 13, Township 7 North, Range 4 East, M.D.B.&M., described as follows:

Beginning at the intersection of the Easterly right of way line of the State of California Highway known as Route 24 and the most Westerly corner of that certain 208.818 acre tract of land designated "A.J. Sweeney, 208.818 Acres" on that certain "Plat Of Survey Of A Portion Of Swamp Land Surveys No. 148 And 155, Sacramento County, California", filed in the office of the Recorder of Sacramento County in Book 11 of Surveys Map No. 43; thence from said point of beginning, along the Northerly boundary of said 208.818 acre tract of land, North 78°12'00" East 717.36 feet; thence South 14°14'42" East 555.95 feet; thence South 79°52'50" West 703.95 feet to a point located on said Easterly right of way of State of California Highway Route 24; thence along said Easterly right of way line North 17°16'30" West 289.70 feet; thence North 14°05'40" West 246.61 feet to the point of beginning.

EXCEPTING THEREFROM all oil, oil rights, natural gas rights and other hydrocarbons, by whatsoever name known, and any other minerals and mineral rights, whether or not similar to those herein mentioned, in and under the herein conveyed land, below a depth of 500 feet (including the right to drill, mine, explore and operate under and through the herein conveyed land for the purpose of extracting and producing oil, gas and other hydrocarbons by whatsoever name known, and all other minerals, whether or not similar to those herein mentioned, from other lands); PROVIDED THAT Grantors shall not drill, mine, explore or otherwise operate upon the surface or subsurface of said land herein conveyed, or any portion thereof, above a depth of 500 feet, or otherwise in such manner as to endanger the safety of any structure that may be constructed on said lands, in the exercise of any of the herein excepted and reserved rights; as excepted in the deed from Sacramento Regional County Sanitation District, a political

continued

PARCEL "W" (Cavanaugh Golf Course): (continued)

Parcel No. 9 (continued)

subdivision of the State of California, to the City of Sacramento, a municipal corporation, dated August 14, 1997, recorded September 11, 1997, in Book 970911 of Official Records, Page 368.

APN: 119-0190-050

PARCEL NO. 10:

All that portion of Section 13, Township 7 North, Range 4 East, M.D.B.&M., described as follows:

Commencing at the intersection of the Easterly right of way line of the State of California Highway known as Route 24 and the most Westerly corner of that certain 208.818 acre tract of land designated "A.J. Sweeney, 208.818 Acres" on that certain "Plat Of Survey Of A Portion Of Swamp Land Surveys No. 148 And 155, Sacramento County, California", filed in the office of the Recorder of Sacramento County in Book 11 of Surveys Map No. 43; thence South 53°33'26" East 2120.37 feet to the true point of beginning of this description; thence from said true point of beginning North 78°12'00" East 400.00 feet to a point on the Westerly right of way line of State of California I-5 Freeway; thence along said Westerly right of way line the following six (6) courses and distances: (1) South 09°54'36" East 239.10 feet, (2) South 18°03'15" West 202.27 feet, (3) South 03°35'20" East 21.44 feet; (4) South 03°36'20" East 203.64 feet, (5) South 15°17'06" East 394.21 feet, and (6) South 16°20'00" East 308.96 feet; thence North 77°15'50" West 330.25 feet; thence North 12°08'04" West 1201.92 feet to the true point of beginning.

EXCEPTING THEREFROM all oil, oil rights, natural gas rights and other hydrocarbons, by whatsoever name known, and any other minerals and mineral rights, whether or not similar to those herein mentioned, in and under the herein conveyed land, below a depth of 500 feet (including the right to drill, mine, explore and operate under and through the herein conveyed land for the purpose of extracting and producing oil, gas and other hydrocarbons by whatsoever name known, and all other minerals, whether or not similar to those herein mentioned, from other lands); PROVIDED THAT Grantors shall not drill, mine, explore or otherwise operate upon the surface or subsurface of said land herein conveyed, or any portion thereof, above a depth of 500 feet, or otherwise in such manner as to endanger the safety of any structure that may be constructed on said lands, in the exercise of any of the herein excepted and reserved rights; as excepted in the deed from Sacramento Regional County Sanitation District, a political subdivision of the State of California, to the City of Sacramento, a municipal corporation, dated October 23, 1997, recorded February 5, 1998, in Book 980205 of Official Records, Page 1496.

APN: 119-0190-037 and 119-0190-042

continued

PARCEL X (Del Paso Park):

All that portion of so-called "Del Paso Park" lying within Sections 26, 27, 31, and 32 of Rancho Del Paso, according to the official plat thereof, filed in the office of the Recorder of Sacramento County, California, on March 4, 1911, in Book "A" of Surveys, Map No. 94, being a portion of the tract of land conveyed in the deed from T.A. Farrell, to the City of Sacramento, a municipal corporation, dated February 27, 1914, recorded February 28, 1914, in Book 397 of Deeds, Page 157.

EXCEPTING THEREFROM the following twenty-two (22) parcels:

(a) All that portion of said Sections 26, 27, and 31 lying within Parcel No. 2 described in the deed from the City of Sacramento, a municipal corporation, to the State of California, dated November 4, 1938, recorded November 17, 1938, in Book 712 of Official Records, Page 435.

(b) All that portion of said Sections 26 and 27 lying within Parcel No. 1 described in the Final Order of Condemnation entered January 25, 1946, in Action No. 71400 of the Superior Court of the State of California, in and for the County of Sacramento, entitled: The People of the State of California, acting by and through the Department of Public Works, Plaintiff, vs. City of Sacramento, a municipal corporation, Defendant, a certified copy of which was recorded January 25, 1946, in Book 1165 of Official Records, Page 419.

(c) All that portion of said Sections 26 and 27 lying within Parcel No. 2 described in said Final Order of Condemnation recorded January 25, 1946, in Book 1165 of Official Records, Page 419.

(d) All that portion of said Section 27 lying within Parcel No. 1 described in the deed from the City of Sacramento, a municipal corporation, to the State of California, dated September 22, 1950, recorded November 21, 1950, in Book 1948 of Official Records, Page 435, as re-recorded January 3, 1951, in Book 1970 of Official Records, Page 361.

(e) All that portion of said Sections 26, 31, and 32 lying within Parcel No. 2 described in said deed recorded November 21, 1950, in Book 1948 of Official Records, Page 435, as re-recorded January 3, 1951, in Book 1970 of Official Records, Page 361.

(f) All that portion of said Section 31 lying within Parcel No. 1 described in the deed from the City of Sacramento, a municipal corporation, to the State of California, dated December 3, 1951, recorded March 26, 1952, in Book 2198 of Official Records, Page 295.

(g) All that portion of said Section 31 lying within Parcel No. 2 described in said deed recorded March 26, 1952, in Book 2198 of Official Records, Page 295.

continued

PARCEL "X" (Del Paso Park): (continued)

(h) All that portion of said Sections 31 and 32 lying within Parcel No. 1 described in the deed from the City of Sacramento, a municipal corporation, to the State of California, dated March 5, 1953, recorded April 23, 1953, in Book 2399 of Official Records, Page 260.

(i) All that portion of said Section 32 lying within Parcel No. 2 described in said deed recorded April 23, 1953, in Book 2399 of Official Records, Page 260.

(j) All that portion of said Section 31 lying within Parcel No. 3 described in said deed recorded April 23, 1953, in Book 2399 of Official Records, Page 260.

(k) All that portion of said Section 31 lying within Parcel No. 4 described in said deed recorded April 23, 1953, in Book 2399 of Official Records, Page 260.

(l) All that portion of said Sections 39 and 40 lying within the parcel described in the deed from the City of Sacramento, a municipal corporation, to the State of California, dated November 18, 1957, recorded February 3, 1958, in Book 3446 of Official Records, Page 100.

(m) All that portion of said Section 39 lying within the parcel described in the deed from the City of Sacramento, a municipal corporation, to Northeast Sacramento County Sanitation District, a political subdivision of the State of California, dated August 2, 1963, recorded September 4, 1963, in Book 4758 of Official Records, Page 623.

(n) All that portion of said Sections 39 and 40 lying within the parcel described in the deed from the City of Sacramento, a municipal corporation, to Children's Receiving Home of Sacramento, a nonprofit California corporation, dated May 8, 1964, recorded June 18, 1964, in Book 4991 of Official Records, Page 205.

(o) All that portion of said Sections 26, 31, and 32 lying Northwesterly of the Southeasterly boundary of Parcel 1 described in the deed from the City of Sacramento, a municipal corporation, to the State of California, dated February 2, 1968, recorded May 6, 1968, in Book 680506 of Official Records, Page 61.

(p) All that portion of said Sections 39 and 46 lying within the parcel described in the deed from the City of Sacramento, a municipal corporation, to the State of California, dated June 7, 1968, recorded August 7, 1968, in Book 680807 of Official Records, Page 353.

(q) All that portion of said Sections 39 and 46 lying within the parcel described in the deed from the City of Sacramento, a municipal corporation, to the State of California, dated June 17, 1971, recorded July 9, 1971, in Book 710709 of Official Records, Page 126.

continued

PARCEL "X" (Del Paso Park): (continued)

(r) All that portion of said Section 31 lying within the parcel described in the Final Order Of Condemnation entered August 4, 1978, in Action No. 273836 of the Superior Court of the State of California, in and for the County of Sacramento, entitled: Sacramento Municipal Utility District, a municipal utility district, Plaintiff, vs. City of Sacramento, a municipal corporation, et al., Defendants, a certified copy of which was recorded August 10, 1978, in Book 780810 of Official Records, Page 855.

(s) All that portion of said Section 32 lying within the parcel described in the deed from the City of Sacramento, a municipal corporation, to the State of California, dated September 7, 1988, recorded October 28, 1988, in Book 881028 of Official Records, Page 1276.

(t) All that portion of said Sections 39 and 40 lying within the parcel described in the deed from the City of Sacramento, a municipal corporation, to County Sanitation District No. 1, a political subdivision of the State of California, dated October 23, 1997, recorded November 7, 1997, in Book 971107 of Official Records, Page 288.

(u) All that portion of said Section 31 lying within the parcel described in the deed from the ~~City of Sacramento, a municipal corporation, to Auburn-Watt Storage Partners, Ltd., a California limited partnership, dated December 29, 1998, recorded December 31, 1998, in Book 981231~~ of Official Records, Page 129.

(v) All that portion of said Section 32 lying within the parcel described in the deed from the City of Sacramento, a municipal corporation, to Senior Gleaners, Inc., a California non-profit corporation, dated December 19, 2000, recorded February 14, 2001, in Book 20010214 of Official Records, Page 949.

APN: 240-0330-009, 240-0342-007, 240-0342-011 and 254-0011-027

PARCEL Y (Coloma Community Center):

PARCEL NO. 1:

All of Lots 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, and of the alleys adjacent to said Lots, and those portions of Lots 705, 721, 722, 723, and of the alley adjacent to said lots, as said lots and alley are shown on "Map No. 2 of Elmhurst", filed for record in the office of the Recorder of Sacramento County, California, on May 19, 1910, in Book 10 of Maps; Map No. 35, lying Southerly and Westerly of the following described line:

Beginning at the Northeasterly corner of Lot 727; thence along the Northerly line of said lot 727, its Westerly extension and the Northerly line of Lot 701 to the Northwesterly corner of

continued

PARCEL "Y" (Coloma Community Center): (continued)

said Lot 701; thence along the Westerly lines of Lots 701, 702, 703, 704, and 705 South 18° 57' 21" West 232.14 feet to a point on the Westerly line of said Lot 705, said point also being Southerly 150.00 feet, measured at right angles from the base line of Engineer's Station "C2" 208 + 52.44 of the Department of Public Works' Survey on Road 03-Sac-50 from P.M. 0.4/2.9; said point also being the true point of beginning of the above referenced line; thence from said true point of beginning South 71° 02' 39" East 233.22 feet; thence South 18° 57' 21" West 50.28 feet; thence South 16° 17' 10" East 46.52 feet to a point in the Westerly line of 47th Street.

PARCEL NO. 2:

All that portion of Lots 721, 722, and 723 as shown on "Map No. 2 of Elmhurst", filed in the office of the Recorder of Sacramento County, California, on May 19, 1910, in Book 10 of Maps, Map No. 35, lying within "Segment No. 4" as depicted on the California State Highway Map filed in the office of the Recorder of Sacramento County, California, on April 27, 1971, in Book 5 of State Highway Maps, Map No. 83.

APN: 011-0043-002 (Both Parcels No. 1 and 2)

PARCEL "Z" (Fremont Park)

All of the block bounded by 15th and 16th, "P" and "Q" Streets of the City of Sacramento, according to the official plat thereof.

APN: 006-0291-001

PARCEL "AA" (Pioneer Reservoir)

Parcel 1 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.

APN: 009-0012-075 and 009-00102-012

continued

PARCEL "AB" (Hansen Ranch Park):

PARCEL NO. 1:

All that portion of the West one-half of Section 5 of Rancho Del Paso, according to the official plat thereof, filed in the office of the Recorder of Sacramento County, California, on March 4, 1911, in Book "A" of Surveys, Map No. 94, described as follows:

Beginning at the Northwest corner of Lot 34 of Rio Linda Subdivision No. 8, according to the official plat thereof, filed in the office of the Recorder of Sacramento County, California, on June 16, 1924, in Book 18 of Maps, Map No. 2, said corner being the intersection of the center line of 60 foot County Road and the East right of way line of the Western Pacific Railway Company a 200-foot right of way; thence from said point of beginning, along the line common to said Rio Linda Subdivision No. 8, as described in the legend on said Official Plat, the following courses and distances: North $88^{\circ} 31'$ East, along the North line of Section 4 of said Rancho Del Paso, a distance of 2245.2 feet to the West line of Lot 36 of said Rio Linda Subdivision No. 8; thence North $1^{\circ} 40'$ West, along the West line of said Subdivision a distance of 2531.9 feet to the Northwest corner of Lot 37 of said Rio Linda Subdivision No. 8; thence Northerly 2767 feet, more or less, to a corner in the South line of New Prague, located 24.88 feet Easterly of the Southeast corner of Lot 61 of said New Prague, according to the official plat thereof, filed in the office of the Recorder of Sacramento County, California, on May 5, 1913, in Book 14 of Maps, Map No. 13; thence Westerly along the South line of Lots 61, 62, 63, and 64 of said New Prague, a distance of 2675.44 feet to the Southwest corner of said New Prague; thence South along the West boundary line of Rancho Del Paso, a distance of 2638 feet, more or less, to the intersection with the East right of way line of said Western Pacific Railway; thence Southeasterly along said right of way line, a distance of 2726 feet to the point of beginning.

EXCEPTING THEREFROM the following two (2) parcels:

(a) All that portion lying South of the North line of the property described in the Deed dated December 18, 1963, recorded December 20, 1963, in Book 4842 of Official Records, page 705.

(b) All minerals, oil, gas and other hydrocarbon substances situated in and under the foregoing real property, together with such reasonable right of entry into the surface of said parcel of real property from time to time as may be necessary in order to explore for and take and carry away said minerals, oil, gas and other hydrocarbon substances, as reserved, in the Deed to City of Sacramento, a municipal corporation, recorded May 11, 1984, in Book 840511 of Official Records, Page 1046.

APN: 226-0050-021 and 226-0050-022

continued

PARCEL "AB" (Hansen Ranch Park): (continued)

PARCEL NO. 2:

All that portion of Section 5, of Rancho Del Paso, according to the official plat thereof, filed in the office of the Recorder of Sacramento County, California, on March 4, 1911, in Book "A" of Maps, Map No. 94, described as follows:

Beginning at a point on the West line of said Section 5, as shown on that certain Record of Survey "Portion Of The West One-Half Of Section 5, Rancho Del Paso", filed in the office of said Recorder in Book 20 of Surveys, Map No. 16, from which point of beginning the Northwest corner of said Section 5 bears North 00° 21' 08" West 998.41 feet; thence from said point of beginning North 89° 57' 52" East 2670.28 feet to a point on the East line of the West one-half of said Section 5; thence along the East line of the West one-half of said Section 5 South 00° 02' 08" East 326.37 feet; thence South 89° 57' 52" West 2668.48 feet to a point on the West line of said Section 5; thence along the West line of said Section 5 North 00° 21' 08" West 326.38 feet to the point of beginning.

EXCEPTING THEREFROM all minerals, oil, gas and other hydrocarbon substances situated in and under the foregoing described real property together with such reasonable right of entry onto the surface of said real property from time to time as may be necessary in order to explore for and take and carry away said minerals, oil, gas and other hydrocarbon substances as reserved in the deed to City of Sacramento, a municipal corporation, recorded December 20, 1963, in Book 4842 of Official Records, Page 705.

APN: 226-0050-009

PARCEL NO. 3:

All that portion of Section 5 of Rancho Del Paso, according to the official plat thereof, filed in the office of the Recorder of Sacramento County, California, on March 4, 1911, in Book "A" of Maps, Map No. 94, described as follows:

Beginning at a point on the West line of said Section 5, as shown on that certain Record of Survey "Portion Of The West One-Half Of Section 5, Rancho Del Paso", filed in the office of said Recorder in Book 20 of Surveys, Map No. 16, from which point of beginning the Northwest corner of said Section 5 bears North 00° 21' 08" West 1324.70 feet; thence from said point of beginning North 00° 21' 08" West 1324.70 feet; thence from said point of beginning North 89° 57' 52" East 2668.48 feet to a point on the East line of the West one-half of said Section 5; thence along the East line of the West one-half of said Section 5; South 00° 02' 06" East 326.59 feet; thence South 89° 57' 52" East 2666.67 feet to a point on the West line of said Section 5; thence along the West line of said Section 5 North 00° 21' 08" West 326.59 feet to the point of beginning.

APN: 226-0050-010
continued

PARCEL "AB" (Hansen Ranch Park): (continued)

PARCEL NO. 4:

All that portion of Section 5 of Rancho Del Paso, according to the official plat thereof, filed in the office of the Recorder of Sacramento County, California, on March 4, 1911, in Book "A" of Maps, Map No. 94, described as follows:

Beginning at a point on the West line of said Section 5, as shown on that certain Record of Survey "Portion Of The West One-Half Of Section 5, Rancho Del Paso", filed in the office of said Recorder in Book 20 of Surveys, Map No. 16, from which point of beginning the Northwest corner of said Section 5 bears North $00^{\circ} 21' 06''$ West 1651.38 feet; thence from said point of beginning North $89^{\circ} 57' 52''$ East 2666.67 feet to a point on the East line of the West one-half of said Section 5; thence along the East line of the West one-half of said Section 5 South $00^{\circ} 02' 08''$ East 326.81 feet; thence South $89^{\circ} 57' 52''$ West 2664.86 feet to a point on the West line of said Section 5; thence along the West line of said Section 5 North $00^{\circ} 21' 08''$ West 326.82 feet to the point of beginning.

EXCEPTING THEREFROM all minerals, oil, gas and other hydrocarbon substances situated in and under the foregoing described real property together with such reasonable right of entry onto the surface of said real property from time to time as may be necessary in order to explore for and take and carry away said minerals, oil, gas and other hydrocarbon substances; as reserved in the Deed to City of Sacramento, a municipal corporation, recorded February 23, 1965, in Book 5184 of Official Records, Page 566.

APN: 226-0050-012

PARCEL NO. 5:

All that portion of Section 5, Rancho Del Paso, according to the official plat thereof, filed in the office of the Recorder of Sacramento County, California, on March 4, 1911, in Book "A" of Maps, Map No. 94, described as follows:

Beginning at a point on the West line of said Section 5, as shown on that certain Record of Survey "Portion Of The West One-Half Of Section 5, Rancho Del Paso", filed in the office of said Recorder in Book 20 of Surveys, Map No. 16, from which point of beginning to the Northwest corner of said Section 5 bears North $00^{\circ} 21' 08''$ West 1978.20 feet; thence from said point of beginning North $89^{\circ} 57' 52''$ 2664.86 feet to a point on the East line of the West one-half of said Section 5; thence along the East line of the West one-half of said Section 5 South $00^{\circ} 02' 08''$ East 327.03 feet; thence South $89^{\circ} 57' 52''$ West 2663.05 feet to a point on the West line of said Section 5; thence along the West line of said Section 5 North $00^{\circ} 21' 08''$ West 327.03 feet to the point of beginning.

EXCEPTING THEREFROM all minerals, oil, gas and other hydrocarbon substances situated in
continued

PARCEL "AB" (Hansen Ranch Park): (continued)

PARCEL NO. 5 (continued):

and under the foregoing described real property, together with such reasonable right of entry onto the surface of said real property from time to time as may be necessary in order to explore for and take and carry away said minerals, oil, gas and other hydrocarbon substances; as reserved in the deed to City of Sacramento, a municipal corporation, recorded February 25, 1966, in Book 660225 of Official Records, Page 733.

APN: 226-0050-014

PARCEL NO. 6:

All that portion of Section 5 of Rancho Del Paso, according to the official plat thereof, filed in the office of the Recorder of Sacramento County, California, on March 4, 1911, in Book A of Maps, Map No. 94, described as follows:

Beginning at a point on the West line of said Section 5, as shown on that certain Record of Survey "Portion Of The West One-Half Of Section 5, Rancho Del Paso", filed in the office of said Recorder in Book 20 of Surveys, Map No. 16, from which point of beginning the Northwest corner of said Section 5 bears North $00^{\circ} 21' 08''$ West 2305.23 feet; thence from said point of beginning North $89^{\circ} 57' 52''$ East 2663.05 feet to a point on the East line of the West one-half of said Section 5; thence along the East line of the West one-half of said Section 5 South $00^{\circ} 02' 08''$ East 327.46 feet; thence South $89^{\circ} 57' 52''$ West 2648.49 feet to a point on the Easterly right of way line of the Western Pacific Railroad; thence along said Easterly line North $08^{\circ} 47' 30''$ West 86.90 feet to a point on the West line of said Section 5; thence along the West line of said Section 5 North $00^{\circ} 21' 08''$ West 241.58 feet to the point of beginning.

EXCEPTING THEREFROM all minerals, oil, gas and other hydrocarbon substances situated in and under the foregoing described real property together with such reasonable right of entry onto the surface of said real property from time to time as may be necessary in order to explore for and take and carry away said minerals, oil, gas and other hydrocarbon substances; as reserved in the Deed to City of Sacramento, a municipal corporation, recorded February 3, 1967, in Book 670203 of Official Records, Page 488.

APN: 226-0050-0016

PARCEL NO. 7:

All that portion of Section 5 of Rancho Del Paso, according to the official plat thereof, filed in the office of the Recorder of Sacramento County, California, March 4, 1911, in Book A of Maps, Map No. 94, described as follows:

continued

PARCEL "AB" (Hansen Ranch Park): (continued)

PARCEL NO. 7 (continued):

Beginning at a point on the Easterly right of way line of the Western Pacific Railroad, as shown on that certain Record of Survey "Portion Of The West One-Half Of Section 5, Rancho Del Paso", filed in the office of said Recorder in Book 20 of Surveys, Map No. 16, from which point of beginning the Northwest corner of said Section 5 bears the following two (2) courses: (1) North 08° 47' 30" West 86.90 feet and (2) North 00° 21' 08" West 2546.81 feet; thence from said point of beginning North 89° 57' 52" East 2648.49 feet to a point on the East line of the West one-half of said Section 5; thence along said East line South 00° 02' 08" East 136.76 feet to the Northwest corner of Lot 37, as shown on the official plat of Rio Linda Subdivision No. 8, filed in the office of said Recorder in Book 18 of Maps, Map No. 2; thence along the Westerly line of said Lot 37 South 00° 12' 35" East 195.37 feet; thence South 89° 57' 52" West 2597.33 feet to a point on the Easterly right of way line of said Western Pacific Railroad; thence along said Easterly right of way line North 08° 47' 30" West 336.05 feet to the point of beginning.

EXCEPTING THEREFROM all minerals, oil, gas and other hydrocarbon property together with such reasonable right of entry onto the surface of said real property, from time to time as may be necessary in order to explore for and take and carry away said minerals, oil, gas and other hydrocarbon substances; as reserved in the deed to City of Sacramento, a municipal corporation, recorded February 9, 1968, in Book 680209 of Official Records, Page 583.

APN: 226-0050-018

PARCEL NO. 8:

All that portion of Section 5 of Rancho Del Paso, according to the official plat thereof, filed in the office of the Recorder of Sacramento County, California, on March 4, 1911, in Book "A" of Maps, Map No. 94, described as follows:

Beginning at a point on the Easterly right of way line of the Western Pacific Railroad, as shown on that certain Record of Survey "Portion Of The West One-Half Of Section 5, Rancho Del Paso", filed in the office of said Recorder in Book 20 of Surveys, Map No. 16, from which point the Northwest corner of said Section 5 bears the following two (2) courses: (1) North 08° 47' 30" West 422.95 feet and (2) North 00° 21' 08" West 2546.81 feet; thence from said point of beginning North 89° 57' 52" East 2597.93 feet to a point on the Westerly line of Lot 37 as shown on the official plat of Rio Linda Subdivision No. 8, filed in the office of said Recorder in Book 18 of Maps, Map No. 2; thence along the Westerly line of said Lot 37 South 00° 12' 35" East 338.68 feet; thence South 89° 57' 52" West 2546.79 feet to a point on the Easterly right of way line of said Western Pacific Railroad; thence along said Easterly right of way line North 08° 47' 30" West 342.67 feet to the point of beginning.

continued

PARCEL "AB" (Hansen Ranch Park): (continued)

PARCEL NO. 8 (continued):

EXCEPTING THEREFROM all minerals, oil, gas and other hydrocarbon substances situated in and under the foregoing described real property together with such reasonable right of entry onto the surface of said real property from time to time as may be necessary in order to explore for and take and carry away said minerals, oil, gas and other hydrocarbon substances; as reserved in the deed to City of Sacramento, a municipal corporation, recorded February 28, 1969, in Book 690228 of Official Records, Page 592:

APN: 226-0050-020

PARCEL NO. 9:

All that portion of Section 5 of Rancho Del Paso, according to the official plat thereof, filed in the office of the Recorder of Sacramento County, California, on March 4, 1911, in Book "A" of Maps, Map No. 94, described as follows:

Beginning at a point on the Easterly right of way line of the Western Pacific Railroad, as shown on that certain Record of Survey "Portion Of the West One-Half Of Section 5, Rancho Del Paso", filed in the office of said Recorder in Book 20 of Surveys, Map No. 16, from which point of beginning the Northwest corner of said Section 5, bears the following two (2) courses: (1) North 08° 47' 30" West 765.62 feet and (2) North 00° 21' 08" West 2546.81 feet; thence from said point of beginning North 89° 57' 52" East 2546.79 feet to a point on the Westerly line of Lot 37, as shown on the official plat of Rio Linda Subdivision No. 8; filed in the office of said Recorder in Book 18 of Maps, Map No. 2; thence along the Westerly line of said Lot 37 South 00° 12' 35" East 287.87 feet; thence South 87° 18' 13" West 2488.24 feet to a point on the Easterly right of way line of said Western Pacific Railroad; thence along said Easterly right of way line North 08° 47' 30" West 407.92 feet to the point of beginning.

EXCEPTING THEREFROM all minerals, oil, gas and other hydrocarbon substances situated in and under the foregoing parcel of real property, together with such reasonable right of entry into the surface of said parcel of real property from time to time as may be necessary in order to explore for and take and carry away said minerals, oil, gas and other hydrocarbon substances; reserved in the deed to City of Sacramento, a municipal corporation, recorded July 24, 1969, in Book 691224 of Official Records, Page 313.

APN: A portion of 226-0050-019

continued

PARCEL "AB" (Hansen Ranch Park): (continued)

PARCEL NO. 10:

All that portion of Section 5 of Rancho Del Paso, according to the official plat thereof, filed in the office of the Recorder of Sacramento County, California, March 4, 1911, in Book "A" of Maps, Map No: 94, described as follows:

Beginning at a point on the Easterly right of way line of the Western Pacific Railroad, as shown on that certain Record of Survey "Portion Of The West One-Half Of Section 5, Rancho Del Paso", filed in the office of said Recorder in Book 20 of Surveys Map No. 16, from which point of beginning the Northwest corner of said Section 5, bears the following two (2) courses: (1) North 08° 47' 30" West 1173.54 feet and (2) North 00° 21' 08" West 2546.81 feet; thence from said point of beginning North 87° 13' 13" East 2488.24 feet to the most Northerly corner of that certain 22.014 acre parcel of land, as shown on the hereinabove mentioned Record of Survey; thence along the boundaries of said 22.014 acre parcel of land the following ten (10) courses: (1) South 78° 49' 30" West 66.50 feet, (2) South 14° 13' 00" West 154.74 feet, (3) South 65° 55' 20" West 504.93 feet, (4) South 58° 27' 30" West 221.76 feet, (5) South 80° 31' 30" West 674.21 feet, (6) South 42° 52' 40" West 267.46 feet, (7) North 89° 09' 10" West 203.02 feet, (8) North 54° 51' 00" West 206.69 feet, (9) North 41° 01' 40" West 408.27 feet and (10) North 69° 23' 10" West 235.23 feet to a point on the Easterly line of said Western Pacific Railroad; thence along said Easterly line North 08° 47' 30" West 164.16 feet to the point of beginning.

EXCEPTING THEREFROM all minerals, oil, gas and other hydrocarbon substances situated in and under the foregoing parcel of real property, together with such reasonable right of entry into the surface of said parcel of real property from time to time as may be necessary in order to explore for and take and carry away said minerals, oil, gas and other hydrocarbon substances; as reserved in the Deed to City of Sacramento, a municipal corporation, recorded December 24, 1969, in Book 691224 of Official Records, Page 313.

APN: A portion of 226-0050-019

PARCEL NO. 11:

Parcel 4 shown on the Parcel Map "A Portion Of The West 1/2 Of Section 5, Rancho Del Paso", filed in the office of the Recorder of Sacramento County, California, on November 1, 1978, in Book 43 of Parcel Maps, Map No. 15.

EXCEPTING THEREFROM all minerals, oil gas and other hydrocarbon substances situated in and under the foregoing described real property, together with such reasonable right of entry into the surface of said real property from time to time as may be necessary in order to explore for

continued

PARCEL "AB" (Hansen Ranch Park): (continued)

PARCEL NO. 11 (continued)

and take and carry away said minerals, oil, gas and other hydrocarbon substances; reserved in the deed to City of Sacramento, a municipal corporation, recorded July 9, 1979, in Book 790709 of Official Records, Page 557.

APN: 226-0050-026

PARCEL NO. 12:

All that portion of Parcel B as shown on the Parcel Map entitled "Parcel 2 - 86 MP 2", filed in the office of the Recorder of Sacramento County, California, on May 13, 1991, in Book 124 of Parcel Maps, Map No. 14.

Beginning at a point on the East line of said Parcel B located South 01° 40' 45" East 72.75 feet from the Northeast corner of said Parcel B; thence from said point of beginning, along said East line, South 01° 40' 45" East 88.00 feet; thence South 88° 19' 15" West 82.00 feet; thence North 26° 23' 20" West 45.66 feet; thence North 63° 36' 40" East 111.28 feet to the point of beginning.

EXCEPTING THEREFROM all oil, gas and other hydrocarbon substances and all minerals lying in and under 500 feet below the surface of the ground with no right to access to the same through the surface of the ground; as reserved in a Deed from C. Vernon Hanson et al., to Charles T. Massie, et al., dated October 17, 1978, recorded November 6, 1978, in Book 781106 of Official Records, Page 1248.

APN: 226-0050-036

PARCEL "AC" (Granite Regional Park):

All of Parcels 10, 11, and 12, and a portion of Parcel 22, as shown on the Parcel Map entitled "Master Parcel Map Of Granite Regional Park, Being A Portion Of The South One-Half Of Section 14 & A Portion Of The Northeast One-quarter Of Section 23, T. 8 N., R. 5 E., M. D. M.", filed in the office of the Recorder of Sacramento County, California, on December 15, 2000, in Book 160 of Parcel Maps, Map No. 1. Said portion of Parcel 22 being all that portion lying within Parcel "A" as shown on the Record Of Survey "Portion Of Section 14, T. 8 N., R. 5 E., M. D. M.", filed in the office of the Recorder of Sacramento County, California, on March 15, 1972, in Book 20 of Surveys, Map No. 30.

APN: Formerly 079-0310-051, now for Fiscal year 2001-2002: 079-0430-010, 079-0430-011, 079-0430-012, 079-0430-023, 079-0430-024 and 079-0430-025

continued

PARCEL "AD" (Sacramento River Underground Reservoir):

PARCEL NO. 1:

All that portion of Sacramento County Swamp Land Survey No. 926, lying partly in the Northeast 1/4 of Section 35 and partly in the Northwest 1/4 of Section 36, Township 9 North, Range 4 East, described as follows:

Beginning at an oak stump enclosed in a concrete monument situate at the intersection of the inner toe of the levee of the American River Reclamation District No. 1 with the North line of a 4.08 acre parcel of land described in deed from A.C. McDavid and wife, to Pacific Gas and Electric Company, a California corporation, dated August 15, 1910, recorded August 20, 1910 in Book 317 of Deeds, Page 295, said oak stump bears North 13° 38' West 3527.3 feet from a point 4 feet South of the intersection of the center line of Second Street with the center line of "I" Street in the City of Sacramento, as located by the City Engineer of said City of Sacramento; thence from said point of beginning South 87° 04' West 142.7 feet to the low water line of the Sacramento River; thence North 12° 58 1/2' West 200 feet; thence South 89° 51' East 250 feet; thence South 0° 09' West 119.9 feet to an iron pin marking the Northwest corner of a certain 0.816 acre strip of land described in deed from Frederick A. Warner, et al., to City of Sacramento, a municipal corporation, dated May 29, 1920, recorded July 8, 1920 in Book 542 of Deeds, Page 167; thence North 87° 04' East, along the Northerly boundary line of said 0.816 acre strip of land, 592.4 feet; thence North 117.80 feet to the most Southerly corner of a triangular shaped parcel of land containing 1.25 acres, described in deed from City of Sacramento, a municipal corporation, to Pacific Gas and Electric Company, a corporation, dated November 21, 1929, recorded December 12, 1929 in Book 275 of Official Records, Page 269; thence North 26° 57' 30" East 518.3 feet to the Northeast corner of said 1.25 acre parcel of land; thence East 1242.50 feet to the Northeast corner of a certain 33.577 acre tract of land conveyed to the City of Sacramento, by deed recorded in Book 542 of Deeds, Page 167; thence South 1001.40 feet to the North line of the land now or formerly owned by Central Pacific Railway Company; thence South 83° 33' West, along said North line, 698.6 feet to the Northwest corner of the Central Pacific Railway Company property; thence South 13° 21' East 328.9 feet to the Southeast corner of a certain 8.217 acre tract of land described in deed from Archibald M. Mull and wife, to City of Sacramento, a municipal corporation, dated June 29, 1920, in Book 531 of Deeds, Page 404; thence South 83° 33' West 786.60 feet to the Southwest corner of said 8.217 acre tract; thence continuing South 83° 33' West, along the North line of the land now or formerly owned by Central Pacific Railway Company, 631.4 feet to the low water line of the Sacramento River; thence North 16° 27' West, along the low water of the line Sacramento River, 60.93 feet; thence North 83° 33' East 648.8 feet; thence North 433.4 feet; thence North 12° 24' West 363.0 feet to the Northwest corner of the aforesaid 4.08 acre parcel of land owned by Pacific Gas and Electric Company, said corner being marked by a copper track set in the concrete monument; thence South 87° 04' West 660.0 feet to the point of beginning.

continued

PARCEL "AD" (Sacramento River Underground Reservoir): (Continued)

PARCEL NO. 1: (continued)

EXCEPTING THEREFROM the following six (6) parcels:

(a) A triangular strip of land located in the Southeasterly portion of a tract of land as conveyed by F.A. Warner, to the City of Sacramento by Deed dated July __, 1920 bounded on the North and West by the remaining portion of the tract of land as conveyed by said Warner to City of Sacramento and on the South by a certain tract of land as conveyed by L.N. Billings, et al., to the Central Pacific Railroad Company, by deed dated November 7, 1892, recorded November 7, 1892, in Book 143 of Deeds, Page 79, described as follows:

Commencing at a point on the Southerly boundary of said tract of land as conveyed by said Warner to City of Sacramento said point being on the Northerly boundary line of land as conveyed by said Billings, et al., to Central Pacific Railroad Company and bearing North 83° 33' East 208.1 feet from the Northwest corner of last mentioned tract; thence North 55.2 feet; thence East 488.5 feet to a point on the Southerly boundary of said tract as conveyed by said Warner to the City of Sacramento, said point also being on the Northerly boundary of said tract as conveyed by said Billings, et al., to Central Pacific Railroad Company; thence along the last mentioned boundary South 83° 33' West 490 feet to the point of commencement.

(b) A triangular strip of land located in the Southerly portion of a certain tract of land as conveyed by A.M. Mull to City of Sacramento by Deed dated June 29, 1920, bounded on the North by the remaining portion of the above mentioned tract as conveyed by said Mull to City of Sacramento on the East by that certain tract of land conveyed to L.N. Billings, et al., to the Central Pacific Railroad Company, by Deed dated November 7, 1892 recorded November 7, 1892 in Book 143 of Deeds, Page 79, and on the South by lands owned by the Central Pacific Railway Company described as follows:

Commencing at a point on the most Westerly boundary of said tract as conveyed by said Billings, et al., to Central Pacific Railroad Company, said line being also the Easterly boundary of said tract as conveyed by said Mull to the City of Sacramento to said point bearing South 13° 15' East 319.3 feet to the most Northwesterly corner of said tract as conveyed by said Billings, et al., to Central Pacific Railroad Company; thence along the boundary of aforesaid tracts South 13° 15' East 10 feet to the most Southwesterly corner of said tract as conveyed by said Billings, et al., to Central Pacific Railroad Company and also being the most Southeasterly corner of said tract as conveyed by said Mull to City of Sacramento; thence along the most Southerly boundary of last mentioned tract South 83° 33' West 53.11 feet to a point; thence North 72° 43' 30" East 52.87 feet to the point of commencement.

(c) All that portion lying West of the East boundary of that certain 1.378 acre parcel described in the deed from the City of Sacramento, a municipal corporation, to the County of Sacramento, dated October 24, 1929, recorded March 5, 1930 in Book 290 of Official Records, Page 166.

continued

PARCEL "AD" (Sacramento River Underground Reservoir): (Continued).

PARCEL NO. 1: (continued)

(d) All of the 0.882 of an acre parcel described in the deed from Archibald M. Mull and L. Claudia Mull, his wife, to the City of Sacramento, a municipal corporation, dated June 29, 1920, recorded July 30, 1920, in Book 531 of Deeds, Page 404.

(e) All of the 0.605 of an acre parcel described in the deed from the City of Sacramento, a municipal corporation, to Housing Authority of the City of Sacramento, a public corporation, dated April 27, 1983, recorded May 5, 1983, in Book 830505 of Official Records, Page 1256.

(f) All that portion of that tract of land described in deed to the City of Sacramento, a municipal corporation, recorded July 8, 1920, in Book 542 of Deeds at page 167, records of Sacramento County, described as follows:

Beginning at a point in the Easterly line of a county road which point bears S. 32° 45' 42" E. 175.66 feet from a 5/8-inch iron bar set in concrete at the Northeast corner of a 4.08 acre tract described in deed recorded in Book 317 of Deeds at page 243; Sacramento County Records, and shown on "Record of Survey Property of Sacramento Municipal Utility District" recorded January 30, an Book 8 of Surveys, Map No. 44, records of said County, said point also being distant 221.26 feet Easterly measured at right angles to the base line at Engineer's Station "B1"597 + 39.69 of the Department of Public Works' Survey on Road 03-Sac-5 from Post Mile 22.0 to Post Mile 34.7 (formerly Road III-Sac-238-Sac); Thence (1) along said Easterly line of said county road, N. 12° 42' 15" W. 105.16 feet; thence (2) along a curve to the right with a radius of 970.00 feet, through an angle of 06° 33' 00", an arc distance of 110.89 feet; thence (3) N. 06° 09' 15" W. 184.39 feet; thence (4) leaving said County road, N. 26° 39' 23" E. 182.49 feet; thence (5) S. 11° 46' 00" W. 212.49 feet; thence (6) along a curve to the left with a radius of 570.00 feet, through an angle of 22° 37' 00" an arc distance of 225.00 feet; thence (7) S. 10° 51' 00" E. 129.09 feet to the point of beginning.

APN: 001-0210-037 and a portion of 001-0210-038

PARCEL NO. 2:

The Westerly portion of a tract of land conveyed by L.N. Billings, et al., to the Central Pacific Railroad Company, by Deed dated November 7, 1892, recorded November 7, 1892 in Book 143 of Deeds, Page 79. Bounded on the North by a tract of land conveyed by F.A. Warner to the City of Sacramento, by Deed dated July __, 1920; and on the West by a tract of land conveyed to the City of Sacramento by A.M. Mull by deed dated June 29, 1920; and on the South and East by the remaining portion of that certain tract of land as conveyed by said Billings, et al., to Central Pacific Railroad Company, described as follows:

continued

PARCEL "AD" (Sacramento River Underground Reservoir): (Continued)

PARCEL NO. 2: (continued)

Commencing at the Northwest corner of the above mentioned tract as conveyed by said Billings, et al., to Central Pacific Railroad Company; thence along the Westerly line of said tract South 13° 15' East 319.3 feet; thence North 73° 43' 30" East 139.96 feet; thence North 292.66 feet to a point, said point being the Northerly boundary of said tract as conveyed by said Billings; et al.; thence along the Northerly boundary of said tract South 83° 33' West 208.1 feet to the point of commencement.

APN: A portion of 001-0210-038

PARCEL NO. 3:

All of the 1.00 acre parcel described in the deed from the State of California, acting by and through its Director of Public Works, to the City of Sacramento, a municipal corporation, dated February 24, 1971, recorded April 12, 1971, in Book 710412, of Official Records, Page 26.

APN: A portion of 001-0210-012

PARCEL NO. 4:

All that portion of the real property designated as "Segment No. 2" in the Relinquishment of Highway Right of Way in the City of Sacramento, Road 03-SAC-5(99)-23.5-23.5 (25.0-25.9), Request No. 23523-X, recorded August 6, 1971, in Book 710806 of Official Records, Page 983, which instrument refers to said "Segment No. 2" as being shown on highway layout sheets filed in the office of the Recorder of Sacramento County, California, on November 21, 1970 in State of Highway Map Book 5, Pages 1, 6, and 7, and on December 9, 1970 in State of Highway Map Book 5, Pages 72 and 73, lying within the following two (2) parcels:

(a) That certain 33.577 acre parcel described in the deed from Frederick A. Warner, et al., to the City of Sacramento, a municipal corporation, dated May 29, 1920, recorded July 8, 1920, in Book 542 of Deeds, Page 167.

(b) That certain 8.217 acre parcel described in the deed from Archibald M. Mull and L. Claudia Mull, his wife, to the City of Sacramento, a municipal corporation, dated June 29, 1920, recorded June 30, 1920, in Book 531 of Deeds, Page 404.

APN: Not assessed, portion of Bercut Drive

continued

PARCEL "AD" (Sacramento River Underground Reservoir): (Continued)

PARCEL NO. 5:

All of that certain 6,147 square foot parcel described as "Location 2" in the deed from the State of California, acting by and through its Director of Public Works, to the City of Sacramento, a municipal corporation, dated February 24, 1971, recorded April 12, 1971, in Book 710412 of Official Records, Page 29.

APN: A portion of 001-0210-038

PARCEL NO. 6:

All of that certain parcel described in the deed from Carco, a California general partnership, et al., to the City of Sacramento, a municipal corporation, dated October 20, 1987, recorded December 28, 1987, in Book 871228 of Official Records, Page 817.

APN: 001-0064-015

PARCEL "AE" (Sacramento City Sump No.2):

All that portion of the Northeast 1/4 of Section 10, Township 8 North, Range 4 East, M.D.B.&M. of Bath Tract, according to the official plat thereof, filed in the office of the Recorder of Sacramento County, California, on March 18, 1912, in Book 13 of maps, Map No. 11, described as follows:

Lots 1, 2, 3, 14, 15, 16, 17, 18, 19, 20, 21 and portions of Lots 4, 6, 7, 8, 9, 10, 12 and 13 of Bath Tract, according to official plat thereof, together with the alleys abutting said lots and with that portion of abandoned San Buena Ventura Way, formerly River Avenue of Bath Tract, lying between the Southerly line of 10th Avenue, formerly Wheeler Avenue, and the Northerly line of abandoned 11th Avenue, formerly Franklin Avenue.

EXCEPTING THEREFROM all that portion lying Southerly of the Northerly line of the property conveyed from the City of Sacramento, to the Sacramento Regional County Sanitation District, a political subdivision of the State of California, dated April 5, 1978, recorded April 6, 1978, in Book 780406 of Official Records, Page 1092.

Beginning at a point located on the Southeast corner of Lot 11, as shown on said plat of Bath Tract that bears North 75° 09' 28" West 50.68 feet; thence along a curve to the right with a radius of 20.00 feet, through an angle 58° 39' 13", an arc distance of 20.47 feet, the chord

continued

PARCEL "AE" (Sacramento City Sump No. 2): (Continued)

of which bears North 45° 49' 52" West 19.59 feet; thence North 16° 30' 15" West 43.79 feet; thence South 73° 29' 30" West 53.00 feet to a point located on the Easterly right of way line of the State of California, Department of Public Works, Road 03-SAC-5; thence along said Easterly right of way line of Road 03-SAC-5 North 16° 30' 30" West 102.93 feet to the true point of beginning; thence from said true point of beginning North 73° 29' 30" East 101.00 feet; thence South 16° 30' 30" East 13.84 feet; thence curving on a non-tangent curve to the left, on an arc of 47.00 feet radius, said arc being subtended by a chord bearing South 15° 21' 13" West 79.84 feet; thence continuing along said curve on an arc of 47.00 feet radius, said arc being subtended by a chord bearing North 76° 04' 36" East 82.32 feet; thence South 75° 03' 41" East 95.00 feet; thence North 14° 56' 19" East 5.00 feet; thence South 75° 03' 41" East 35.00 feet; thence South 14° 56' 19" West 5.00 feet; thence South 75° 03' 41" East 92.38 feet; thence curving on a non-tangent curve to the left, on an arc of 80.00 feet radius, said arc being subtended by a chord bearing South 35° 17' 50" East 62.52 feet; thence ~~South 64° 09' 11" East 97.06 feet~~ to a point located on said Westerly right of way line of Riverside Boulevard; thence along said Westerly right of way line of Riverside Boulevard South 25° 50' 49" West 49.77 feet; thence North 75° 09' 28" West 331.70 feet to the point of beginning.

APN: 017-0036-020 and 017-0036-021

PARCEL "AF" (3rd Street Parking Lot G):

All that portion of Parcel B as shown on the Parcel Map entitled "Portion of Block Bounded by 3rd, 5th, J & L Streets", filed in the office of the Recorder of Sacramento County, California, on October 26, 1977, in Book 35 of Parcel Maps, Map No. 34, described as follows:

Beginning at the most Southerly corner of Parcel B; thence from said point of beginning, along the boundary of said Parcel B, the following six (6) courses and distances: (1) North 71° 35' 22" West 391.02 feet, (2) North 18° 28' 35" East 455.27 feet, (3) South 71° 37' 09" East 320.96 feet, (4) North 18° 28' 07" East 137.32 feet, (5) South 71° 36' 35" East 40.00 feet, and (6) South 71° 30' 59" East 24.00 feet; thence South 18° 28' 07" West 59.12 feet; thence North 71° 31' 53" West 9.00 feet; thence South 18° 28' 07" West 99.58 feet; thence North 71° 31' 53" West 8.00 feet; thence South 18° 28' 07" West 46.25 feet; thence South 26° 31' 53" East 30.14 feet; thence South 71° 37' 08" East 1.69 feet to the boundary of Parcel B; thence along said boundary South 18° 28' 06" West 356.47 to the point of beginning.

APN: 006-0087-051 and 006-0087-055

continued

PARCEL "AG" (14th and H Street Parking Lot C):

The North one-half of the block bounded by 14th and 15th Streets, "H" and "I" Streets of the City of Sacramento, according to the official plat thereof.

APN: 006-0055-001

PARCEL "AH" (Florin Reservoir):

All that portion of the Southeast one-quarter of Section 34, Township 8 North, Range 5 East, M.D. B. & M., described as follows:

Beginning at the Northeast corner of the Southeast one-quarter of said Section 34, said point of beginning being on the centerline of Power Inn Road; thence from said point of beginning along the East line of said Section 34 and along the centerline of Power Inn Road South $00^{\circ}33'28''$ East 615.80 feet to a point from which the Southeast corner of Tokay Park Unit No. 3, the official plat of which is recorded in the office of the Recorder of Sacramento County in Book 41 of Maps, Map No. 1 bear South $00^{\circ}33'28''$ East 1461.93 feet; thence South $89^{\circ}24'22''$ West 290.40 feet; thence parallel to the East line of said Section 34 North $00^{\circ}33'28''$ West 90.00 feet; thence South $89^{\circ}24'22''$ West 548.02 feet; thence North $00^{\circ}46'28''$ West 523.15 feet to a point on the North line of the Southeast one-quarter of said Section 34; thence along the North line of the Southeast one-quarter of said Section 34 North $89^{\circ}13'32''$ East 840.41 feet to the point of beginning.

Excepting therefrom all that portion of the Southeast one-quarter of Section 34, Township 8 North, Range 5 East, M.D.M., described as follows: Beginning at a point from which the Northeast corner of said Southeast one-quarter bears the following two (2) courses: (1) North $00^{\circ}46'28''$ West 132.28 feet and (2) North $89^{\circ}13'30''$ East 840.41 feet; thence from said point of beginning and along the arc of a curve to the right 50.00 feet in radius said arc being subtended by a chord bearing South $06^{\circ}02'18''$ West 46.32 feet; thence along the arc of a curve to the left 30.00 feet in radius, said arc being subtended by a chord bearing South $10^{\circ}23'31''$ West 11.62 feet; thence South $89^{\circ}13'32''$ West 2.00 feet; thence North $00^{\circ}46'28''$ West 57.53 feet to the point of beginning.

APN: 043-0260-036

continued

PARCEL "AI" (Lot R-Neasham Circle):

Parcel A, as shown on the Parcel Map entitled "Portion of the block bounded by the Sacramento River, L Street, Second Street and Capitol Mall", filed for record in Book 51 of Parcel Maps, at Page at Page 11, records of Sacramento County.

Excepting therefrom that portion of Parcel A that lies Westerly line of "Front Street" the title and exclusive right to all of minerals and mineral ores of every kind and character now known to exist or hereafter upon, within or underlying said land below 500 feet under the surface, or that may be produced therefrom, including, without limiting the generality of the foregoing, all petroleum, oil, natural gas and other hydrocarbon substances and products derived therefrom, together with the exclusive and perpetual right thereto, without, however, the right to use or penetrate the surface of, or enter upon, said land 500 feet of the surface thereof, to extricate or remove the same, as reserved by Southern Pacific Transportation Company, a Delaware Corporation, recorded December 5, 1972, in Book 721205, Page 388, Official Records.

APN: 006-0136-019

PARCEL "AJ" (555 Sequoia Pacific Boulevard):

Parcel E, together with all that portion of Parcel D, as shown on that certain Parcel Map filed in Book 18 of Parcel Maps, Page 35, Official Records of Sacramento County, described as follows:

Beginning at the Southwest corner of said Parcel E; thence from said point of beginning, along the Westerly lines of said Parcels E and D, the following three (3) courses: (1) North 18° 29' 45" East 236.54 feet; (2) along the arc of a tangent curve to the right, concave Southeasterly, having a radius of 30.00 feet, subtended by a chord bearing North 44° 20' 26" East 26.16 feet to a point of reverse curvature; and (3) along the arc of a tangent curve to the left, concave Northwesterly, having a radius of 70.00 feet, subtended by a chord bearing North 41° 08' 21" East 67.97 feet; thence leaving said Westerly line, South 71° 30' 15" East 267.93 feet to a point in the Easterly line of said Parcel D; thence along the Easterly lines of Parcels D and E, and along the Southerly line of Parcel E, the following four (4) courses: (1) South 18° 29' 45" West 60.00 feet; (2) South 72° 36' 15" East 12.50 feet; (3) South 18° 29' 45" West 262.83 feet; and (4) North 71° 30' 15" West 318.00 feet to the point of beginning.

Also known as "Adjusted Parcel E" on the Certificate of Compliance recorded May 7, 1985, in Book 850507, Page 893, Official Records.

EXCEPTING THEREFROM that portion thereof lying below a depth of 500 feet, measured vertically from the contour of the surface of said property; however, reservoir, or its successors continued

PARCEL "AJ" (555 Sequoia Pacific Boulevard): (continued)

or assigns, shall not have the right for any purpose whatsoever to enter upon, into or through the surface of said property or any part thereof lying between said surface and 500 feet below said surface, as reserved by Southern Pacific Industrial Development Company, in the Deed recorded January 8, 1985, in Book 850108, Page 347, Official Records.

APN: 001-0200-035

PARCEL "AK" (Seymour Park):

Parcel 1:

Lot G of Greenhaven Unit NO. 2, according to the official plat thereof, filed in the office of the Recorder of Sacramento County, California, on October 15, 1962 in Book 69 of Maps, Map No. 29.

APN: A portion of 030-0125-001

Parcel 2:

The Westerly one-half of Trestle Glen Way lying between a point located 64 feet Southerly of the centerline of Gloria Drive and the Southerly boundary of Greenhaven Unit No. 2, filed in the office of the County Recorder of Sacramento County on October 15, 1962, in Book 69 of Maps, Map No. 29.

APN: A portion of 030-0125-001

Parcel 3:

Lot A Riverview Estates No. 2, according to the official plat thereof, filed in the office of the Recorder of Sacramento County, California, on January 19, 1973, in Book 92 of Maps, Map No. 12.

APN: 030-0570-001

continued

PARCEL "AK" (Seymour Park); (continued)

Parcel 4:

Parcel H of Greenhaven Unit No. 3, according to the official plat thereof, filed in the office of the Recorder of Sacramento County, California, on December 23, 1964, in Book 76 of Maps, Map No. 1.

APN: 030-0202-024

Parcel 5:

Lot A as shown on the "Plat of Lake Crest Village Unit No. 2", filed in the office of the County Recorder of Sacramento County, in Book 116 of Maps, Map No. 5.

Excepting therefrom all oil, gas and other hydrocarbons and minerals 500 feet or more below the surface of said land, without, however, the right of surface entry.

APN: 031-0270-019 and 031-0280-039

Parcel 6:

Lot N, as shown on the plat of Greenhaven Unit No. 8, filed in Book 93 of Maps, Map No. 21.

APN: 030-0590-001

Parcel 7:

Lot J of Greenhaven Unit No. 4, according to the official plat thereof, filed in the office of the Recorder of Sacramento County, California, on May 27, 1966, in Book 79 of Maps, Map No. 12.

APN: 030-0293-012

continued

PARCEL "AK" (Seymour Park): (continued)

Parcel 8:

Lot K of Greenhaven Unit No. 5, according to the official plat thereof, filed in the office of the Recorder of Sacramento County, California, on November 12, 1971, in Book 88 of Maps, Map No. 24.

APN: 030-0293-013

Parcel 9:

All that portion of projected Section 27, Township 8 North, Range 4 East, M.D.B. & M., described as follows:

Beginning at the Northwest corner of Lot 13 of Greenhaven Unit No. 1, according to the official plat thereof, filed in the office of the recorder of Sacramento County, California, on July 28, 1961, in Book 66 of Maps, Map No. 13; thence South 62° 10' 00" West 134.24 feet along the North line of said Greenhaven Unit 1; thence South 72° 22' 30" West 67.65 feet along the North line of said Greenhaven 1 to the Northeast corner of Lot 162 of said Greenhaven Unit No. 1; thence North 17° 37' 30" West 314.67 feet; thence North 22° 36' 30" West 220.20 feet to the South line of Riverside Boulevard, 60.00 feet in width; thence North 75° 26' 00" East 98.10 feet along said South line of Riverside Boulevard; thence South 27° 50' 00" East 513.14 feet to the point of beginning.

APN: 030-0361-001

Parcel 10:

Lot A as shown on the "Plat of Greenhaven Unit No. 16", filed on February 28, 1978, in Book 118 of Maps, Map No. 22, records of Sacramento County.

Excepting therefrom all oil, gas and other hydrocarbons and minerals below a depth of 500 feet, without any right of entry onto the surface or the upper 500 feet of said land, as reserved in Deed recorded December 30, 1942, in Book 989 of Official Records, at Page 5314 of Official Records, at Page 261.

APN: 031-0350-001

continued

PARCEL "AK" (Seymour Park): (continued)

Parcel 11:

Lot B of Greenhaven Unit No. 16, as shown on the official plat thereof, filed in the office of the Recorder of Sacramento County, California, in Book 118 of Maps, at Page 22.

Excepting therefrom all oil, gas and hydrocarbons and minerals below a depth of 500 feet, without any right of entry onto the surface or the upper 500 feet of said land, as reserved in Deed recorded December 30, 1942, in Book 989 of Official Records, at Page 141, and as amended in Deed recorded August 25, 1965, in Book 5314 of Official Records, at Page 261.

APN: 031-0350-002

Parcel 12:

Lot A of Greenhaven Unit No. 17, as shown on the official plat thereof, filed in the office of the Recorder of Sacramento County, California, in Book 128 of Maps, at Page 9.

Excepting therefrom all oil, gas and other hydrocarbons and minerals below a depth of 500 feet, without any right of entry onto the surface of the upper 500 feet of said land, as reserved in Deed recorded December 30, 1942, in Book 989 of Official Records, at Page 141 and as amended in Deed recorded August 25, 1965 in Book 5314 of Official Records, Page 261.

APN: 031-0500-001

Parcel 13:

Lot O of Greenhaven Unit No. 10, according to the official plat thereof, filed in the office of the Recorder of Sacramento County, California, on May 20, 1974, in Book 96 of Maps, Map No. 19.

APN: 030-0610-003

continued

PARCEL "AK" (Seymour Park): (continued)

Parcel 14:

All that portion of Section 34, Township 8 North, Range 4 East, M.D.B. & M., described as follows:

Beginning at the Southwest corner of Lot O of Greenhaven Unit No. 10, according to the official plat thereof, filed in the office of the Recorder of Sacramento County, California, on May 20, 1974, in Book 96 of Maps, Map No. 19; thence North $72^{\circ} 23' 30''$ East 310.52 feet along the Southeasterly line of said Lot O; thence South $28^{\circ} 18' 00''$ West 93.71 feet; thence South $16^{\circ} 36' 32''$ West 615.82 feet; thence South $88^{\circ} 17' 30''$ West 166.21 feet; thence North $12^{\circ} 53' 08''$ East 518.14 feet; thence North $17^{\circ} 36' 30''$ West 82.43 feet to the point of beginning.

APN: 031-0620-021 and 031-0620-022.

Parcel 15:

Lot L as shown on that certain "Map of Greenhaven '70, Unit # 7", filed on May 26, 1972 in the office of the Recorder of Sacramento County, in Book 90 of Maps, Map No. 9.

APN: 030-0540-040

Parcel 16:

Lot M as shown on that certain "Map of Greenhaven '70, Unit # 7", filed on May 26, 1972 in the office of the Recorder of Sacramento County, in Book 90 of Maps, Map No. 9.

APN: 030-0540-041

continued

PARCEL "AL" (Reichmuth Park):

Lot H of South Land Park Hills Unit No. 31, according to the official plat thereof, filed in the office of the Recorder of Sacramento County, California, on July 12, 1961, in Book 66 of Maps, Map No. 15.

EXCEPTING THEREFROM the following described parcel:

Beginning at the most Southerly corner of the lands, as said lands are shown and designated "Clara Machado" on that certain "Record Of Survey Portion Of Swamp Land Survey No. 207 Located In Sections 26 & 27, T. 8 N., R. 4 E., M.D.B.&M.", filed in the office of the Recorder of Sacramento County, California, on March 3, 1960, in Book 15 of Surveys, Map No. 37; thence, from said point of beginning, North 24°19'50" East, along the Easterly line of the aforesaid lands of Machado, 14.40 feet; thence leaving said Easterly line North 50°44'20" West 45.54 feet to a point in the Southwesterly line of said lands of Machado; thence South 34°57'45" East, along said Southwesterly line, 51.18 feet to the point of beginning.

The meridian of this description is based on the California Coordinate System.

Assessor's Parcel No: 029-0192-002

PARCEL "AM" (Southside Park):

Parcel One:

Lots 1 through 8, inclusive, in the Block bounded by "T" and "U" and 6th and 7th Streets as shown on the map or plan of the City of Sacramento.

Parcel Two:

Lots 1 through 8, inclusive, in the Block bounded by "T" and "U" and 7th and 8th Streets as shown on the map or plan of the City of Sacramento.

Parcel Three:

Lots 1 through 8, inclusive, in the Block bounded by "U" and "V" and 6th and 7th Streets as shown the map or plan of the City of Sacramento.

continued

PARCEL "AM" (Southside Park): (continued)

Parcel Four:

Lots 1 through 8, inclusive, in the Block bounded by "U" and "V" and 7th and 8th Streets as shown on the map or plan of the City of Sacramento.

Parcel Five:

Lots 1 through 8, inclusive, in the Block bounded by "V" and "W" and 6th and 7th Streets as shown on the map or plan of the City of Sacramento.

Parcel Six:

Lots 1 through 8, inclusive, in the Block bounded by "V" and "W" and 7th and 8th Streets as shown on the map or plan of the City of Sacramento.

APN: 009-0121-001 (Parcels One through Four) and 009-0183-016 (Parcels Five and Six)

PARCEL "AN" (Cesar Chavez Plaza):

All of the block bounded by 9th and 10th, "I" and "J" Streets of the City of Sacramento, according to the official plat thereof.

APN: 006-0042-001

PARCEL "AO" (Muir Park):

Parcel One:

Lots 1 through 8, inclusive, in the Block bounded by "B" and "C" and 15th and 16th Streets as shown on the map or plan of the City of Sacramento.

Parcel Two:

The Alley in the Block bounded by "B" and "C" and 15th and 16th Streets as shown on the map or plan of the City of Sacramento.

Assessor's Parcel No: 002-0091-001

PARCEL "AP" (35th Corp Yard):

Parcel One:

Parcel 6, as shown on the official Parcel Map of "Portion of New Helvetia Rancho & Projected Section 23 & 26 T8N, R4E, M.D.B. & M." filed in the office of the Recorder of Sacramento County, California on July 20, 1984, in Book 82 of Parcel Maps, Map No. 3, and

All that portion of Section 26, Township 8 North, Range 4 East, M.D.B. & M., described as follows, and known as Sump No. 104:

Beginning at the Southwest corner of Parcel No. 6 as shown on the Parcel Map entitled "Portion of New Helvetia Rancho and Projected Section 23 & 26, T9N, R4E M.D.B. & M.", filed on July 20, 1984, in the office of the Recorder of Sacramento County, in Book 82 of the Parcel Maps, Map No. 3; thence, from said point of beginning, North 83°31'56" West 47.38 feet; thence South 24°57'54" West 52.57 feet; thence North 76°31'00" West 140.00 feet; thence North 12°24'30" East 180.00 feet; thence South 77°35'30" East 316.21 feet to the Westerly line of South Land Park Drive; thence Southerly, along said Westerly right-of-way line, South 18°23'32" West 20.11 feet; thence, leaving said Westerly right-of-way line, North 77°35'30" West 90.34 feet; thence South 25°45'00" West 109.36 feet to the point of beginning.

Assessor's Parcel No: 024-0030-010 and 012

Parcel Two:

Parcel 8, as shown on the official Parcel Map of "Portion of New Helvetia Rancho & Projected Section 23 & 26 T8N, R4E, M.D.B. & M." filed in the office of the Recorder of Sacramento County, California on July 20, 1984, in Book 82 of Parcel Maps, Map No. 3.

Assessor's Parcel No. 024-0020-055

Parcel Three:

Lot F, as said lot is shown and so designated on the official plat of South Land Park Hills Unit No. 3, recorded in the office of the Recorder of Sacramento County in Book 36 of Maps, Map No. 18.

Excepting therefrom, an undivided one-half interest in and to all underground mineral, including oil, gas and hydrocarbons, but not including water, with the right to explore, mine and extract the same from any areas, providing however, that any development, drilling, exploration or mining for said underground minerals, oil, gas and hydrocarbons will not be permitted on the surface of the said tract of land; as said exception is more fully contained in the deed dated June 23, 1953, recorded June 24, 1953, in Book 2433 of Official Records, page 502, executed by Joseph Reichmuth and wife, to Annrud Development Company, a corporation.

Assessor's Parcel No. 024-0171-010

PARCEL AQ (Meadowview Service Complex):

Parcel One:

All that portion of Section 7, T.7 N., R.5 E., M.D.B. & M., located in the City of Sacramento, County of Sacramento, State of California, described as follows:

Commencing at the Northwest corner of said Section 7, being a point in the center line of Meadowview Road; thence, coincident with said center line, North $89^{\circ}20'37''$ East 1969.33 feet to the Northwest corner of the East quarter of the West half of said Section 7; thence, coincident with the West line of said East quarter, South $00^{\circ}17'35''$ East 40.00 feet to the South line of said Meadowview Road; thence, coincident with said South line, North $89^{\circ}20'37''$ East 455.05 feet to a railroad spike stamped L.S. 2457 lying distant thereon South $89^{\circ}20'37''$ West 897.17 feet from a brass capped monument stamped L.S. 2457; thence South $00^{\circ}55'32''$ East 465.56 feet to the True Point of Beginning; thence North $89^{\circ}21'51''$ East 291.03 feet; thence South $00^{\circ}22'04''$ East 1583.97 feet; thence South $89^{\circ}52'01''$ West 753.27 feet to the West line of said East quarter of the West half of said Section 7, from which an iron bar marking the Southeast corner of lot 408, as shown on the Plat of Meadowview Village Unit No. 5, filed September 30, 1960, in Book 62 of Maps, Map No. 29, in the office of the Recorder of Sacramento County, California, bears North $00^{\circ}17'35''$ West 312.24 feet; thence, coincident with the West line of said East quarter, North $00^{\circ}17'35''$ West 1556.53 feet; thence North $89^{\circ}20'37''$ East 422.42 feet; thence North $00^{\circ}55'32''$ West 20.50 feet; thence North $89^{\circ}04'28''$ East 38.00 feet to the True Point of Beginning.

Also shown as "Parcel 1" of that certain Certificate of Compliance recorded December 13, 1999, in Book 991213, Page 1090, of Official Records of Sacramento County.

EXCEPTING THEREFROM all mineral deposits, as defined in Section 6401 of the Public Resources Code, below a depth of 500 feet, with right of surface entry, as reserved by the State of California in the Grant Deed recorded December 7, 1999, in Book 991207, Page 898, of Official Records of Sacramento County.

Assessor's Parcel No. 053-0010-066

Parcel Two:

An easement for road and utilities over all that portion of Section 7, T.7 N., R.5 E., M.D.B. & M., located in the City of Sacramento, County of Sacramento, State of California, described as follows:

continued

PARCEL AQ (Meadowview Service Complex):

Parcel Two continued:

Commencing at the Northwest corner of said Section 7, being a point in the center line of Meadowview Road; thence, coincident with said center line, North $89^{\circ}20'37''$ East 1969.33 feet to the Northwest corner of the East quarter of the West half of said Section 7; thence, coincident with the West line of said East quarter, South $00^{\circ}17'35''$ East 40.00 feet to the South line of said Meadowview Road; thence, coincident with said South line, North $89^{\circ}20'37''$ East 455.05 feet to a railroad spike stamped L.S. 2457 lying distant thereon South $89^{\circ}20'37''$ West 897.17 feet from a brass capped monument stamped L.S. 2457, said spike being the True Point of Beginning; thence South $00^{\circ}55'32''$ East 465.56 feet; thence South $89^{\circ}04'28''$ West 38.00 feet; thence North $00^{\circ}55'32''$ West 465.74 feet to the South line of Meadowview Road; thence, coincident with said South line, North $89^{\circ}20'37''$ East 38.00 feet to the True Point of Beginning.

Parcel Three:

An easement for road and utilities over all that portion of Section 7, T.7 N., R.5 E., M.D.B. & M., located in the City of Sacramento, County of Sacramento, State of California, described as follows:

Commencing at the Northwest corner of said Section 7, being a point in the center line of Meadowview Road; thence, coincident with said center line, North $89^{\circ}20'37''$ East 1969.33 feet to the Northwest corner of the East quarter of the West half of said Section 7; thence, coincident with the West line of said East quarter, South $00^{\circ}17'35''$ East 40.00 feet to the South line of said Meadowview Road, said point being the True Point of Beginning; thence, coincident with said South line, North $89^{\circ}20'37''$ East 150.00 feet; thence South $00^{\circ}17'35''$ East 486.24 feet; thence South $89^{\circ}20'37''$ West 150.00 feet to the West line of said East quarter of the West half of said Section 7; thence, coincident with the West line of said East quarter, North $00^{\circ}17'35''$ West 486.24 feet to the True Point of Beginning.

PARCEL "AR" (Lot H - Capital):

Lots 5, 6, 7 and 8 in the block bounded by 10th and 11th, "K" and "L" Streets of the City of Sacramento, according to the official plat thereof.

Assessor's Parcel No: 006-014-008, 009

PARCEL "AS" (Tahoe Park):

Parcel One:

All of two (2) adjoining ten (10) acre lots, 20 acres more or less, situated in the Southwest corner of the West 3/4 of the West 1/2 of the Southeast 1/4 of Section 16, Township 8 North, Range 5 East, Mount Diablo Base and Meridian, described as follows, to-wit:

Beginning at the Southeast corner of the property of Sacramento City School District of Sacramento County, which corner is located South 88° 56' West 1320 feet and South 89° 15' West 836.6 feet, along the center line of the Avenue, and South 0° 32' East 865.25 feet from an old granite stone set at the intersection of the center line of 5th Avenue with a fence which marks the Easterly boundary of 65th Streets, and which stone designates the quarter section corner common to Sections 15 and 16, said township and range; thence from said point of beginning, South 89° 14' 30" West 503.76 feet to the West line of the Southeast 1/4 of said Section 16; thence Southerly along said West line to the Southwest corner of said Southeast 1/4 of said Section 16, which corner is in the center line of 14th Avenue; thence North 89° 14' East along the center line of 14th Avenue 506 feet more or less, to the Southwest corner of the tract of land designated "Smith 9.673 Ac." on the Map of the Properties of Smith, Williams, Schang, Phillips & Hill, filed in the office of the Recorder of said County of Sacramento on September 4, 1924, in Book 2 of Surveys, Map No. 58, which corner is located South 89° 06' West 1320.8 feet and South 89° 14' West 825.5 feet from an old granite section corner at the intersection of the center line of 14th Avenue with the fence which marks the Easterly boundary of 65th Street; thence North 0° 32' West, along the West line of the tracts of land designated on said Map, a distance of 1771.55 feet to the point of beginning.

EXCEPTING THEREFROM that portion lying Southerly of the center line of 11th Avenue.

Parcel Two:

Beginning at the Southwest corner of Tahoe School Property, as described in Deed recorded in Book 261, Page 152, Official Records; thence North 0° 03' 41" West 111.93 feet to a point on the Southerly property line of 8th Avenue; thence North 89° 38' 04" East 60.00 feet along the Southerly property line of 8th Avenue to a point; thence South 0° 03' 41" East 111.94 feet to a point on the Southerly boundary line of Tahoe School Property; thence South 89° 38' 39" West 60.00 feet along the Southerly boundary line of Tahoe School Property to the point of beginning.

PARCEL "AS" (Tahoe Park) continued:

Parcel Three:

All that lot, piece or parcel of land situate, lying and being in the City of Sacramento, County of Sacramento, State of California; described as follows, to-wit: The East 25 feet of that certain 10.23 acre tract of land conveyed by Frank P. Williams and Anne E. Williams to Sacramento City School District of Sacramento County by Deed dated August 8, 1927, and recorded in the office of the County Recorder of Sacramento County in Book 138 of Official Records at Page 487, more particularly described as follows:

A strip of land of a uniform width of 25.0 feet, the Westerly boundary of said strip being parallel to and 25.00 feet Westerly measured at right angles from the following described East boundary of said 10.23 acre tract:

Beginning at a 1" diameter steel pin monument marking the intersection of the South line of 5th Avenue with the said East boundary from which point of beginning a stone monument marking the East quarter of Section 16, Township 8 North, Range 5 East, M.D.B. & M. bears South 0° 12' 35" West 18.94 feet; thence North 89° 55' 20" East 506.41 feet; thence North 0° 29' 10" East 40.00 feet; thence NORTH 89° 55' 20" East 679.69 feet; and thence North 89° 44' East 970.00 feet; thence from said point of beginning South 0° 12' 35" West 844.95 feet to the Northeast corner of that certain tract of land conveyed by George A. Brock to Lizzie Brock by Deed dated May 24, 1935, and recorded in the office of the County Recorder of Sacramento County, in Book 502 of Official Records, at Page 426.

EXCEPTING THEREFROM that portion lying North of the Southerly boundary of 8th Avenue.

Parcel Four:

Beginning at a point on the Easterly line of 60th Street, of the City of Sacramento, said point being located North 89° 22' 20" East 4.00 feet and South 0° 08' 15" East 233.45 feet along the Easterly line of said 60th Street, from the Southwest corner of Fifth Avenue Tract Unit No. 3 (as the same is shown on the official map thereof filed in the office of the County Recorder of Sacramento County, State of California); thence from the point of beginning North 89° 38' 04" East 479.10 feet along the proposed Northerly line of 8th Avenue to the Southwest corner of Lot 12 of "San Juan Acres" (as the same is shown on the official map thereof filed in the office of the County Recorder of Sacramento County, State of California); thence South 0° 05' 27" West 214.31 feet along the Westerly line of said "San Juan Acres" to the Southeast corner of the tract of land described in deed from F.B. Smith and wife to Nettie Irene Phillips, dated December 15, 1915, recorded in Book 442 of Deeds, at Page 54; thence along the South line of said tract, South 89° 21' 10" West 478.41 feet to a point on the Easterly line of said 60th Street; thence NORTH 0° 08' 15" West 216.64 feet along the Easterly line of said 60th Street to the point of beginning.

PARCEL "AS" (Tahoe Park) continued:

Parcel Five:

Beginning at a point on the Easterly line of 60th Street, of the City of Sacramento, located North 89° 17' 42" East 25.00 feet and North 0° 08' 15" West 295.18 feet from a monument marking the center line intersection of 11th Avenue and 60th Street, of the City of Sacramento, said beginning point being on the South line of the 5.057 acre tract of land described in deed from Phillip Armand and wife, to Curt F. Setzer, dated September 14, 1940, recorded in Book 842 of Official Records of Sacramento County, at page 291; thence from said point of beginning, North 0° 08' 15" West 435.09 feet along the Easterly line of said 60th Street to a point located North 89° 22' 20" East 4.00 feet and South 0° 08' 15" East 450.09 feet from the Southwest corner of Fifth Avenue, Tract Unit No. 3, according to the official plat thereof, filed in the office of the Recorder of Sacramento County, California, on August 27, 1941, in Book 22 of Maps, Map No. 31, and which point is on the North line of said 5.057 acre tract of land; thence along said last mentioned line, North 89° 21' 10" East 478.41 feet to the Westerly line of San Juan Acres, according to the official plat thereof filed in the office of the Recorder of Sacramento County, on June 26, 1924 in Book 18 of Maps, Map No. 3, being the Northeast corner of said 5.057 acre tract; thence South 0° 05' 27" West 400.69 feet along the Westerly line of said San Juan Acres to the Southwest corner thereof; thence South 0° 05' 20" West 42.31 feet along the Westerly line of Orchard Villa, according to the official plat thereof, filed in the office of the Recorder of Sacramento County, on March 17, 1926 in Book 18 of Maps, Map No. 63, to the Southeast corner of said 5.057 acre tract, being located South 89° 36' 27" West 165.01 feet and North 0° 05' 20" East 286.85 feet from a monument marking the center line intersection of 62nd Street and 11th Avenue; thence along the South line of said 5.057 acre tract, North 89° 43' 52" West 476.54 feet to the point of beginning.

Parcel Six:

All that portion of the Southwest one-quarter of the Southeast one-quarter of Section Sixteen Township Eight North Range Five East, described as follows:

Beginning at a 1" steel rod set to designate the Southeast corner of the tract herein described and which point of beginning is further described as being located in the fence line which marks the Easterly boundary of the properties of Hill, Phillips, Schang, Williams and Smith, where the same is intersected by the prolongation of the fence line which marks the boundary of the property of Williams on the North of the Smith on the South and which point of beginning is further described as being located South 89° 06' West 1320.80 feet, and South 89° 14' West 329.6 feet and North 0° 18' West 847 feet from the old granite section corner set in the center line of 14th Avenue; where the same is intersected by the Southerly prolongation of the fence which marks the Easterly boundary of 65th Street of the City of Sacramento, and which monument is set to designate the section corner common to Sections 15, 16, 21 and 22, said

continued

PARCEL "AS" (Tahoe Park) continued:

Parcel 6 continued:

township and range, and running from said point of beginning along the boundary line common to property of Smith and Williams as aforesaid, South 89° 12' West 499.28 feet to a 1" steel rod set in the line of fence which marks the Westerly boundary of the properties of Hill, Phillips, Schang, Williams and Smith; thence along said last mentioned line of fence North 0° 32' West 435 feet to a 1" steel rod set in the fence line which marks the boundary common to the property of Schang and Williams, from which the Northeast corner of the Goldeberg Tract bears North 0° 32' West 1355.1 feet and South 89° 15' West 3148.70 feet; thence continuing from said 1" steel rod along the division line common to the properties of Schang and Williams as aforesaid, North 89° 58' East 501.05 feet to a 1" steel rod set in the fence line which marks the Easterly boundaries of the properties of Hill, Phillips, Schang, Williams and Smith as aforesaid, from which the old granite stone which marks the quarter corner common to Sections 15 and 16, said township and range and set on the prolongation of the center line of 5th Avenue of the City of Sacramento, at its intersection with the Easterly boundary of 65th Street, bears North 0° 18' West 1361.4 feet and North 89° 15' East 330 feet and North 88° 56' East 1320 feet; thence from said last mentioned steel rod South 0° 18' East 428.3 feet to the point of beginning.

EXCEPTING THEREFROM that portion lying Southerly of the center line of 11th Avenue.

PARCEL "AT" (North Laguna Creek Park):

Parcel One:

All that real property situated in the City of Sacramento, County of Sacramento, State of California, being a portion of Section 21, Township 7 North, Range 5 East, M.D.B. & M., described as follows:

Beginning at a point located on the East line of said Section 21, from which the East one-quarter corner of said Section bears North 00°55'26" West 51.55 feet, said one-quarter corner being a one and one half inch (1 1/2") iron pipe, said point of beginning being also located in the centerline of a 60.00 foot wide public road known as Jacinto Avenue, described in Book 870826, Official Records, at Page 1577 and Book 880412 Official Records at Page 1073, records of said County; thence, from said point of beginning, coincident in said East line, South 00°55'26" East 1169.44 feet to a point located in the Northerly line of Laguna Creek Floodway, as described in Book 870826, Official Records, at Page 1570, Records of said County; thence, coincident with said Northerly line, the following five (5) courses and distances: (1) North 83°26'23" West 312.28 feet, (2) along the arc of a 500.00 foot radius curve to the left, through a central angle of 25°44'21"; having a chord that bears South 83°41'26" West 222.73 feet, (3) South 70°49'16" West 97.54 feet, (4) along the arc of a

continued

PARCEL "AT" (North Laguna Creek Park) continued:

Parcel One continued:

1000.00 foot radius curve to the right, through a central angle of $17^{\circ}27'13''$, having a chord that bears South $79^{\circ}32'52''$ West 303.45 feet, and (5) South $88^{\circ}16'29''$ West 370.58 feet; thence, leaving said Northerly line, North $00^{\circ}54'57''$ West 40.00 feet to a point located in the hereinbefore said centerline of Jacinto Avenue; thence, coincident therewith the following four (4) courses and distances: (1) North $88^{\circ}16'29''$ East 49.01 feet, (2) along the arc of a 600.00 foot radius curve to the left, through a central angle of $53^{\circ}47'53''$, having a chord that bears North $61^{\circ}22'32''$ East 542.90 feet, (3) North $34^{\circ}28'36''$ East 917.22 feet, and (4) along the arc of a 600.00 foot radius curve to the right, through a central angle of $29^{\circ}18'46''$, having a chord that bears North $49^{\circ}07'59''$ East 303.63 feet, to the point of beginning.

Assessor's Parcel No. 117-0160-032

Parcel Two:

Lot 17 of Laguna Meadows, according to the official plat thereof, filed in the office of the Recorder of Sacramento County, California, on June 23, 1988, in Book 184 of Maps, Map No. 6.

Assessor's Parcel No. 117-0213-001

PARCEL "AU" (Washington Park):

The East one-half of Lot 3 in the Block bounded by "E" and "F" Sixteenth and Seventeenth Streets of the City of Sacramento, according to the official map or plat of said City.

Together with the Westerly 40 feet of the Northerly one-half of the alley within said Block, as vacated by the City of Sacramento in the document recorded January 18, 1977, in Book 770118, Page 854, of Official Records.

Assessor's Parcel No: 002-0136-010

PARCEL "AV" (Orchard Park Site):

Lot A of Willow Creek, according to the official plat thereof, filed in the office of the Recorder of Sacramento County, California, on November 15, 1990, in Book 212 of Maps, Map No. 5.

Assessor's Parcel No: 274-0440-004 and 007

PARCEL "AW" (Glenbrook Park):

All that portion of Section 11, Township 8 North, Range 5 East, M.D.B. & M., also being a portion of the property shown on that certain Record of Survey entitled "Portion of Sections 10, 11, 14 & 15, T.8 N., R.5 E., M.D.B. & M.", filed in the office of the Recorder of Sacramento County, California, on October 14, 1959, in Book 15 of Surveys, Map No. 2, described as follows:

Beginning at the Southeast corner of Lot 956, as said lot is shown on the "Plat of College Greens Unit No. 10", filed in the office of the Recorder of Sacramento County, California, on October 25, 1965, in Book 78 of Maps, Map No. 1; thence, from said point of beginning, along the Easterly line of said subdivision, North $03^{\circ}07'01''$ West 802.90 feet to a point on the Southerly line of La Riviera Drive, as shown on said map; thence, along said Southerly line, the following two (2) courses: 1) South $86^{\circ}38'$ East 81.49 feet and 2) along a curve to the left with a radius of 384.73 feet, the chord of which bears North $89^{\circ}38'15''$ East 50.05 feet, to a point on the Easterly line of said Record of Survey filed in Book 15 of Surveys, Map No. 2; thence, along said Easterly line, South $04^{\circ}33'10''$ East to a point on the Northerly line of State Highway 50, as described in the Grant Deed to the State of California recorded November 21, 1966, in Book 661121, Page 73, of Official Records; thence, the following two (2) courses: 1) South $81^{\circ}55'$ West 86.73 feet and along a curve to the left with a radius of 10,105 feet, an arc distance of 44.48 feet, to the point of beginning.

Assessor's Parcel No: 078-0012-004

PARCEL "AX" (Oki Park):

Parcel One:

All that real property situate in the County of Sacramento, State of California, being a portion of Sections 12 and 13, Township 8 North, Range 5 East, M.D.B. & M., and being also a portion of Glenbrook Unit No. 2, the official plat of which was recorded March 30, 1965 in Book 76 of Maps, Map No. 23, in the Sacramento County Recorder's Office, and more particularly described as follows:

Beginning at the Southwest corner of Lot 221 of said Glenbrook Unit No. 2; thence, along the Westerly boundary of said Lot and the Northerly production thereof North $3^{\circ}07'01''$ West 313.39 feet; thence North $86^{\circ}52'59''$ East 92.53 feet; thence North $82^{\circ}01'50''$ East 455.00 feet; thence South $7^{\circ}58'10''$ East 175.00 feet; thence South $2^{\circ}11'50''$ West 68.05 feet to the Northeast corner of Lot 2277 of said Glenbrook Unit No. 2; thence, along the Easterly boundary of Lot 227, South $7^{\circ}58'10''$ East 100.00 feet to the Southeast corner of Lot 227 and the North boundary of Wisseman Drive, a roadway 60 feet in width; thence, along said boundary and the Southerly boundary of Lots 227-226 and 225, South $82^{\circ}01'50''$ West 172.80 feet; thence along said North boundary and the Southerly boundary of Lots 224-223 and 222, along the arc

continued

PARCEL "AX" (Oki Park) continued:

Parcel One continued:

of a right curve having a radius of 970.00 feet subtended by a chord which bears South 86°09'53" West 139.86 feet; thence along the arc of a left curve having a radius of 1030.00 feet subtended by a chord which bears South 89°13'32" West 38.63 feet; thence South 88°09' West 23.22 feet; thence along the arc of a right curve having a radius of 20.00 feet subtended by a chord which bears North 47°46'34" West 27.82 feet to a point on the East boundary of Everglade Drive and the West boundary of said Lot 222; thence along said boundary and curving to the left on an arc of 1527.00 feet radius subtended by a chord which bears North 4°35'46" West 47.64 feet to the North boundary of said Glenbrook Unit No. 2; thence along said North boundary South 89°09' West 54.11 feet to the West boundary of Everglade Drive and the Northeast corner of Lot 221; thence along said West boundary and the Easterly boundary of Lot 221 curving to the right on an arc of 1473.00 feet radius subtended by a chord which bears South 4°43'22" East 46.31 feet; thence along the arc of a right curve having a radius of 20.00 feet subtended by a chord which bears South 42°09'50" West 28.77 feet to a point on the South boundary of said Lot 221 and the North boundary of Lake Forest Drive; a roadway 60 feet in width, thence along said boundary South 88°09' West 95.01 feet to the point of beginning.

Assessor's Parcel No: 078-0420-001

Parcel Two:

All that property situate in the County of Sacramento, State of California, being a portion of Sections 11, 12, 13 and 14, Township 8 North, Range 5 East, M.D.B. & M., and more particularly described as follows:

Beginning at the Southwest corner of Lot 221, as said lot is shown on the official plat of Glenbrook Unit No. 2, filed in the office of the Recorder of Sacramento County in Book 76 of Maps, Map No. 23; thence, from said point of beginning, along the Westerly boundary of said lot 221 and the Northerly production thereof, North 03°07'01" West 1053.61 feet; thence South 81°55'00" West 69.61 feet; thence South 03°06'00" East 680.83 feet; thence South 02°45'00" East 281.61 feet; thence South 00°16'00" East 83.58 feet; thence North 88°09'00" East 75.53 feet to the point of beginning.

Assessor's Parcel No: 078-0420-002

continued

PARCEL "AX" (Oki Park) continued:

Parcel Three:

All that portion of Sections 11 and 14, Township 8 North, Range 5 East, M.D.B. & M., as shown on the Record of Survey entitled "Portion of Sections 10, 11, 14 & 15, T.8 N., R.5 E., M.D.B. & M.", filed in the office of the Recorder of Sacramento County in Book 15 of Surveys, Map No. 2, described as follows:

Beginning at the Southeast corner of Lot 856, as said lot is shown on the official plat of College Greens Unit No. 9, filed in the office of the Recorder of Sacramento County in Book 75 of Maps, Map No. 33; thence, from said point of beginning, along the Easterly boundary of said College Greens Unit No. 9, North $03^{\circ}07'01''$ West 1039.87 feet; thence, Easterly, curving to the right on an arc of 9894.39 foot radius, said arc being subtended by a chord bearing North $81^{\circ}44'14''$ East 61.97 feet; thence North $81^{\circ}55'00''$ East 69.21 feet to a point located on the Easterly boundary of said Record of Survey; thence, along the Easterly boundary of said Record of Survey, the following three (3) courses and distances: 1) South $03^{\circ}06'00''$ East 680.83 feet, 2) South $02^{\circ}45'00''$ East 281.61 feet, and 3) South $00^{\circ}16'00''$ East 83.58 feet to a point located on the Northerly right of way line of Lake Forest Drive, a public street, as shown on the official plat of said College Greens Unit No. 9; thence, along the Northerly right of way line of said Lake Forest Drive, the following two (2) courses and distances: 1) South $88^{\circ}09'00''$ West 50.83 feet, and 2) curving to the left, on an arc of 330.00 foot radius, said arc being subtended by a chord bearing South $81^{\circ}42'50''$ West 73.98 feet to the point of beginning.

Assessor's Parcel Nos: 078-0420-009, 011, 012

EXHIBIT B

Refunding Base Rental Payment Schedule

<u>Refunding Base Rental Payment Date</u>	<u>Principal Component</u>	<u>Interest Component</u>	<u>Total Refunding Base Rental Payment</u>
12/1/2005	-	\$ 2,690,272.61	\$ 2,690,272.61
6/1/2006	-	3,483,806.25	3,483,806.25
12/1/2006	-	3,483,806.25	3,483,806.25
6/1/2007	-	3,483,806.25	3,483,806.25
12/1/2007	-	3,483,806.25	3,483,806.25
6/1/2008	-	3,483,806.25	3,483,806.25
12/1/2008	\$275,000.00	3,483,806.25	3,758,806.25
6/1/2009	-	3,478,306.25	3,478,306.25
12/1/2009	635,000.00	3,478,306.25	4,113,306.25
6/1/2010	-	3,465,606.25	3,465,606.25
12/1/2010	1,500,000.00	3,465,606.25	4,965,606.25
6/1/2011	-	3,435,606.25	3,435,606.25
12/1/2011	1,560,000.00	3,435,606.25	4,995,606.25
6/1/2012	-	3,404,406.25	3,404,406.25
12/1/2012	6,655,000.00	3,404,406.25	10,059,406.25
6/1/2013	-	3,238,031.25	3,238,031.25
12/1/2013	7,075,000.00	3,238,031.25	10,313,031.25
6/1/2014	-	3,061,156.25	3,061,156.25
12/1/2014	11,825,000.00	3,061,156.25	14,886,156.25
6/1/2015	-	2,765,531.25	2,765,531.25
12/1/2015	13,360,000.00	2,765,531.25	16,125,531.25
6/1/2016	-	2,431,531.25	2,431,531.25
12/1/2016	14,030,000.00	2,431,531.25	16,461,531.25
6/1/2017	-	2,080,781.25	2,080,781.25
12/1/2017	14,225,000.00	2,080,781.25	16,305,781.25
6/1/2018	-	1,725,156.25	1,725,156.25
12/1/2018	11,405,000.00	1,725,156.25	13,130,156.26
6/1/2019	-	1,497,056.25	1,497,056.25
12/1/2019	11,875,000.00	1,497,056.25	13,372,056.25
6/1/2020	-	1,200,181.25	1,200,181.25
12/1/2020	12,415,000.00	1,200,181.25	13,615,181.25
6/1/2021	-	889,806.25	889,806.25

<u>Refunding Base Rental Payment Date</u>	<u>Principal Component</u>	<u>Interest Component</u>	<u>Total Refunding Base Rental Payment</u>
12/1/2021	12,925,000.00	889,806.25	13,814,806.25
6/1/2022	-	566,681.25	566,681.25
12/1/2022	2,660,000.00	566,681.25	3,226,681.25
6/1/2023	-	500,181.25	500,181.25
12/1/2023	2,645,000.00	500,181.25	3,145,181.25
6/1/2024	-	434,056.25	434,056.25
12/1/2024	2,775,000.00	434,056.25	3,209,056.25
6/1/2025	-	375,087.50	375,087.50
12/1/2025	2,890,000.00	375,087.50	3,265,087.50
6/1/2026	-	313,675.00	313,675.00
12/1/2026	3,020,000.00	313,675.00	3,333,675.00
6/1/2027	-	249,500.00	249,500.00
12/1/2027	3,170,000.00	249,500.00	3,419,500.00
6/1/2028	-	170,250.00	170,250.00
12/1/2028	3,320,000.00	170,250.00	3,490,250.00
6/1/2029	-	87,250.00	87,250.00
12/1/2029	3,490,000.00	87,250.00	3,577,250.00

EXHIBIT C

Amended Base Rental Payment Schedule

AMENDED 1999 BASE RENTAL PAYMENTS

<u>Prior Base Rental Payment Date</u>	<u>Principal Component</u>	<u>Interest Component</u>	<u>Total Prior Base Rental Payment</u>
12/1/2005	—	\$36,211.25	\$ 36,211.25
6/1/2006	—	36,211.25	36,211.25
12/1/2006	—	36,211.25	36,211.25
6/1/2007	—	36,211.25	36,211.25
12/1/2007	—	36,211.25	36,211.25
6/1/2008	—	36,211.25	36,211.25
12/1/2008	\$ 75,000.00	36,211.25	111,211.25
6/1/2009	—	34,430.00	34,430.00
12/1/2009	440,000.00	34,430.00	474,430.00
6/1/2010	—	23,870.00	23,870.00
12/1/2010	455,000.00	23,870.00	478,870.00
6/1/2011	—	12,495.00	12,495.00
12/1/2011	490,000.00	12,495.00	502,495.00

AMENDED 2001 BASE RENTAL PAYMENTS

<u>Prior Base Rental Payment Date</u>	<u>Principal Component</u>	<u>Interest Component</u>	<u>Total Prior Base Rental Payment</u>
12/1/2005	\$2,995,000.00	\$3,398,985.00	\$6,393,985.00
6/1/2006	—	3,340,485.00	3,340,485.00
12/1/2006	2,765,000.00	3,340,485.00	6,105,485.00
6/1/2007	—	3,285,185.00	3,285,185.00
12/1/2007	2,905,000.00	3,285,185.00	6,190,185.00
6/1/2008	—	3,212,560.00	3,212,560.00
12/1/2008	3,780,000.00	3,212,560.00	6,992,560.00
6/1/2009	—	3,121,122.50	3,121,122.50
12/1/2009	3,960,000.00	3,121,122.50	7,081,122.50
6/1/2010	—	3,023,041.25	3,023,041.25
12/1/2010	4,160,000.00	3,023,041.25	7,183,041.25
6/1/2011	—	2,912,635.00	2,912,635.00
12/1/2011	4,380,000.00	2,912,635.00	7,292,635.00

<u>Prior Base Rental Payment Date</u>	<u>Principal Component</u>	<u>Interest Component</u>	<u>Total Prior Base Rental Payment</u>
6/1/2012	-	2,792,935.00	2,792,935.00
12/1/2012	95,000.00	2,792,935.00	2,887,935.00
6/1/2013	-	2,790,750.00	2,790,750.00
12/1/2013	-	2,790,750.00	2,790,750.00
6/1/2014	-	2,790,750.00	2,790,750.00
12/1/2014	-	2,790,750.00	2,790,750.00
6/1/2015	-	2,790,750.00	2,790,750.00
12/1/2015	-	2,790,750.00	2,790,750.00
6/1/2016	-	2,790,750.00	2,790,750.00
12/1/2016	-	2,790,750.00	2,790,750.00
6/1/2017	-	2,790,750.00	2,790,750.00
12/1/2017	-	2,790,750.00	2,790,750.00
6/1/2018	-	2,790,750.00	2,790,750.00
12/1/2018	-	2,790,750.00	2,790,750.00
6/1/2019	-	2,790,750.00	2,790,750.00
12/1/2019	-	2,790,750.00	2,790,750.00
6/1/2020	-	2,790,750.00	2,790,750.00
12/1/2020	-	2,790,750.00	2,790,750.00
6/1/2021	-	2,790,750.00	2,790,750.00
12/1/2021	-	2,790,750.00	2,790,750.00
6/1/2022	-	2,790,750.00	2,790,750.00
12/1/2022	7,855,000.00	2,790,750.00	10,645,750.00
6/1/2023	-	2,594,375.00	2,594,375.00
12/1/2023	8,250,000.00	2,594,375.00	10,844,375.00
6/1/2024	-	2,388,125.00	2,388,125.00
12/1/2024	8,665,000.00	2,388,125.00	11,053,125.00
6/1/2025	-	2,171,500.00	2,171,500.00
12/1/2025	9,095,000.00	2,171,500.00	11,266,500.00
6/1/2026	-	1,944,125.00	1,944,125.00
12/1/2026	9,550,000.00	1,944,125.00	11,494,125.00
6/1/2027	-	1,705,375.00	1,705,375.00
12/1/2027	10,030,000.00	1,705,375.00	11,735,375.00
6/1/2028	-	1,454,625.00	1,454,625.00
12/1/2028	10,530,000.00	1,454,625.00	11,984,625.00
6/1/2029	-	1,191,375.00	1,191,375.00
12/1/2029	11,055,000.00	1,191,375.00	12,246,375.00
6/1/2030	-	915,000.00	915,000.00

<u>Prior Base Rental Payment Date</u>	<u>Principal Component</u>	<u>Interest Component</u>	<u>Total Prior Base Rental Payment</u>
12/1/2030	11,610,000.00	915,000.00	12,525,000.00
6/1/2031	-	624,750.00	624,750.00
12/1/2031	12,190,000.00	624,750.00	12,814,750.00
6/1/2032	-	320,000.00	320,000.00
12/1/2032	12,800,000.00	320,000.00	13,120,000.00

AMENDED 2002 BASE RENTAL PAYMENTS

<u>Prior Base Rental Payment Date</u>	<u>Principal Component</u>	<u>Interest Component</u>	<u>Total Prior Base Rental Payment</u>
12/1/2005	\$3,920,000.00	\$2,107,366.25	\$6,027,366.25
6/1/2006	-	2,038,766.25	2,038,766.25
12/1/2006	3,850,000.00	2,038,766.25	5,888,766.25
6/1/2007	-	1,971,391.25	1,971,391.25
12/1/2007	4,005,000.00	1,971,391.25	5,976,391.25
6/1/2008	-	1,901,303.75	1,901,303.75
12/1/2008	4,395,000.00	1,901,303.75	6,296,303.75
6/1/2009	-	1,824,391.25	1,824,391.25
12/1/2009	4,545,000.00	1,824,391.25	6,369,391.25
6/1/2010	-	1,736,328.75	1,736,328.75
12/1/2010	4,725,000.00	1,736,328.75	6,461,328.75
6/1/2011	-	1,643,147.50	1,643,147.50
12/1/2011	4,910,000.00	1,643,147.50	6,553,147.50
6/1/2012	-	1,544,947.50	1,544,947.50
12/1/2012	5,110,000.00	1,544,947.50	6,654,947.50
6/1/2013	-	1,442,747.50	1,442,747.50
12/1/2013	5,310,000.00	1,442,747.50	6,752,747.50
6/1/2014	-	1,333,228.75	1,333,228.75
12/1/2014	1,135,000.00	1,333,228.75	2,468,228.75
6/1/2015	-	1,309,110.00	1,309,110.00
12/1/2015	250,000.00	1,309,110.00	1,559,110.00
6/1/2016	-	1,303,610.00	1,303,610.00
12/1/2016	250,000.00	1,303,610.00	1,553,610.00
6/1/2017	-	1,297,985.00	1,297,985.00
12/1/2017	775,000.00	1,297,985.00	2,072,985.00

<u>Prior Base Rental Payment Date</u>	<u>Principal Component</u>	<u>Interest Component</u>	<u>Total Prior Base Rental Payment</u>
6/1/2018	-	1,280,160.00	1,280,160.00
12/1/2018	715,000.00	1,280,160.00	1,995,160.00
6/1/2019	-	1,263,357.50	1,263,357.50
12/1/2019	785,000.00	1,263,357.50	2,048,357.50
6/1/2020	-	1,244,517.50	1,244,517.50
12/1/2020	215,000.00	1,244,517.50	1,459,517.50
6/1/2021	-	1,239,250.00	1,239,250.00
12/1/2021	320,000.00	1,239,250.00	1,559,250.00
6/1/2022	-	1,231,250.00	1,231,250.00
12/1/2022	3,890,000.00	1,231,250.00	5,121,250.00
6/1/2023	-	1,134,000.00	1,134,000.00
12/1/2023	3,605,000.00	1,134,000.00	4,739,000.00
6/1/2024	-	1,043,875.00	1,043,875.00
12/1/2024	3,785,000.00	1,043,875.00	4,828,875.00
6/1/2025	-	949,250.00	949,250.00
12/1/2025	3,980,000.00	949,250.00	4,929,250.00
6/1/2026	-	849,750.00	849,750.00
12/1/2026	4,180,000.00	849,750.00	5,029,750.00
6/1/2027	-	745,250.00	745,250.00
12/1/2027	4,385,000.00	745,250.00	5,130,250.00
6/1/2028	-	635,625.00	635,625.00
12/1/2028	4,595,000.00	635,625.00	5,230,625.00
6/1/2029	-	520,750.00	520,750.00
12/1/2029	4,835,000.00	520,750.00	5,355,750.00
6/1/2030	-	399,875.00	399,875.00
12/1/2030	5,075,000.00	399,875.00	5,474,875.00
6/1/2031	-	273,000.00	273,000.00
12/1/2031	5,325,000.00	273,000.00	5,598,000.00
6/1/2032	-	139,875.00	139,875.00
12/1/2032	5,595,000.00	139,875.00	5,734,875.00

EXHIBIT D

Prior Base Rental Payment Schedule

<u>Prior Base Rental Payment Date</u>	<u>Principal Component</u>	<u>Interest Component</u>	<u>Total Prior Base Rental Payment</u>
12/1/2005	\$ 760,000.00	\$3,887,998.76	\$4,647,998.76
6/1/2006	795,000.00	3,872,523.76	4,667,523.76
12/1/2006	1,335,000.00	3,855,232.51	5,190,232.51
6/1/2007	830,000.00	3,828,495.01	4,658,495.01
12/1/2007	1,350,000.00	3,810,235.01	5,160,235.01
6/1/2008	865,000.00	3,781,660.01	4,646,660.01
12/1/2008	345,000.00	3,762,197.51	4,107,197.51
6/1/2009	905,000.00	3,754,003.76	4,659,003.76
12/1/2009	-	3,733,415.01	3,733,415.01
6/1/2010	940,000.00	3,733,415.01	4,673,415.01
12/1/2010	-	3,711,560.01	3,711,560.01
6/1/2011	990,000.00	3,711,560.01	4,701,560.01
12/1/2011	-	3,688,047.51	3,688,047.51
6/1/2012	1,035,000.00	3,688,047.51	4,723,047.51
12/1/2012	5,035,000.00	3,662,948.76	8,697,948.76
6/1/2013	1,085,000.00	3,525,251.26	4,610,251.26
12/1/2013	5,400,000.00	3,498,397.51	8,898,397.51
6/1/2014	1,135,000.00	3,351,340.01	4,486,340.01
12/1/2014	10,100,000.00	3,322,397.51	13,422,397.51
6/1/2015	1,195,000.00	3,047,676.88	4,242,676.88
12/1/2015	11,585,000.00	3,016,905.63	14,601,905.63
6/1/2016	1,255,000.00	2,706,263.13	3,961,263.13
12/1/2016	12,215,000.00	2,673,319.38	14,888,319.38
6/1/2017	1,320,000.00	2,344,639.38	3,664,639.38
12/1/2017	12,365,000.00	2,309,659.38	14,674,659.38
6/1/2018	1,390,000.00	1,975,961.88	3,365,961.88
12/1/2018	9,555,000.00	1,938,431.88	11,493,431.88
6/1/2019	1,465,000.00	1,677,343.13	3,142,343.13
12/1/2019	10,030,000.00	1,637,421.88	11,667,421.88
6/1/2020	1,550,000.00	1,363,391.88	2,913,391.88
12/1/2020	10,520,000.00	1,320,766.88	11,840,766.88
6/1/2021	1,635,000.00	1,037,545.01	2,672,545.01
12/1/2021	10,985,000.00	992,582.51	11,977,582.51

<u>Prior Base Rental Payment Date</u>	<u>Principal Component</u>	<u>Interest Component</u>	<u>Total Prior Base Rental Payment</u>
6/1/2022	1,720,000.00	693,304.38	2,413,304.38
12/1/2022	640,000.00	646,004.38	1,286,004.38
6/1/2023	1,820,000.00	627,604.38	2,447,604.38
12/1/2023	530,000.00	577,554.38	1,107,554.38
6/1/2024	1,915,000.00	561,985.63	2,476,985.63
12/1/2024	565,000.00	508,365.63	1,073,365.63
6/1/2025	2,025,000.00	491,768.76	2,516,768.76
12/1/2025	595,000.00	435,068.76	1,030,068.76
6/1/2026	2,135,000.00	417,590.63	2,552,590.63
12/1/2026	630,000.00	357,543.75	987,543.75
6/1/2027	2,260,000.00	339,037.50	2,599,037.50
12/1/2027	670,000.00	275,475.00	945,475.00
6/1/2028	2,390,000.00	255,793.75	2,645,793.75
12/1/2028	710,000.00	188,575.00	898,575.00
6/1/2029	2,520,000.00	167,718.75	2,687,718.75
12/1/2029	750,000.00	96,843.75	846,843.75
6/1/2030	2,660,000.00	74,812.50	2,734,812.50

**CERTIFICATE OF AMBAC ASSURANCE CORPORATION
APPROVING AMENDMENT TO MASTER PROJECT LEASE**

The undersigned, a duly authorized representative of Ambac Assurance Corporation ("Ambac"), does hereby certify as follows:

1. This certificate is executed and delivered pursuant to Section 9.01 of the Indenture, dated as of December 1, 1999 (the "Indenture"), between the Sacramento City Financing Authority (the "Authority") and The Bank of New York Trust Company, N.A., successor in interest to BNY Western Trust Company, as trustee. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Indenture.

2. Section 2.06(b)(4) of the Master Project Lease currently reads in its entirety as follows:

“(4) The establishment of a reserve account by the City, which account the Treasurer of the City shall maintain in trust for the benefit of the Authority for the registered owners of such Additional Bonds, with provisions governing such account similar to those provisions governing the Reserve Fund in Section 6.08 hereof, and the amount to be deposited from the proceeds of the Additional Bonds into such reserve account, which amount shall be sufficient to cause the amount on deposit in such reserve account to be equal to the maximum annual additional Base Rental Payments relating to such Additional Bonds;”

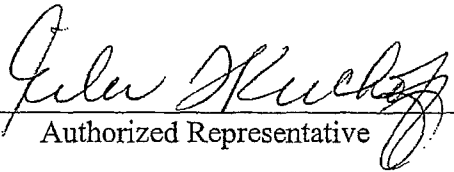
3. Ambac does hereby approve an amendment to Section 2.06(b)(4) of the Master Project Lease, which shall be amended to read in its entirety as follows:

“(4) The provisions relating to the establishment and funding of a reserve account, if any, for such Additional Bonds;”

IN WITNESS WHEREOF, this Certificate has been executed and delivered on the date set forth below.

Date: July 12, 2005

AMBAC ASSURANCE CORPORATION

By 
Authorized Representative