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Attorneys for Debtor
City of Stockton

UNITED STATES BANKRUPTCY COURT

EASTERN DISTRICT OF CALIFORNIA

SACRAMENTO DIVISION

In re:	Case No. 2012-32118
CITY OF STOCKTON, CALIFORNIA,	D.C. No. OHS-15
Debtor.	Chapter 9

EXHIBIT E TO THE DECLARATION OF KENNETH DIEKER IN SUPPORT OF CITY'S SUPPLEMENTAL MEMORANDUM OF LAW IN SUPPORT OF CONFIRMATION OF FIRST AMENDED PLAN FOR THE ADJUSTMENT OF DEBTS OF CITY OF STOCKTON, CALIFORNIA (NOVEMBER 15, 2013)[1]

Date: May 12, 2014
Time: 9:30 a.m.
Dept: Courtroom 35
Judge: Hon. Christopher M. Klein

Exhibit E

STEWART TITLE COMPANY hereby certifies that the within instrument is a true and correct copy of the original instrument recorded in the office of the Recorder of the County of San Joaquin, State of California on September 8, 2009
Recorder's Serial No. 2009-131464
STEWART TITLE COMPANY
By Leah Deffenbaugh

AFTER RECORDATION RETURN TO:

Quint & Thimmig LLP
575 Market Street, Suite 3600
San Francisco, California 94105-2874
Attention: Brian D. Quint, Esq.

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11929 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

SITE AND FACILITY LEASE

Dated as of September 1, 2009

by and between the

CITY OF STOCKTON, as Lessor

and

STOCKTON PUBLIC FINANCING AUTHORITY, as Lessee

Relating to
$35,080,000
Stockton Public Financing Authority
Lease Revenue Bonds, 2009 Series A
(Capital Improvement Projects)

SITE AND FACILITY LEASE

This SITE AND FACILITY LEASE, dated as of September 1, 2009, is by and between the CITY OF STOCKTON, a municipal corporation and chartered city organized and existing under and by virtue of the laws of the State of California (the "City"), as lessor, and the STOCKTON PUBLIC FINANCING AUTHORITY, a joint exercise of powers authority organized and existing under and by virtue of the laws of the State of California, as lessee (the "Authority");

W I T N E S S E T H :

WHEREAS, the Authority intends to assist the City by leasing certain real property and improvements to the City pursuant to a Lease Agreement, dated as of September 1, 2009, and recorded concurrently herewith by memorandum thereof (the "Lease Agreement"), and the City proposes to enter into this Site and Facility Lease with the Authority as a material consideration for the Authority's agreement to lease such real property and improvements to the City;

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED, as follows:

Section 1. Definitions. Unless the context clearly otherwise requires or unless otherwise defined herein, the capitalized terms in this Site and Facility Lease shall have the respective meanings specified in that certain Indenture of Trust, dated as of September 1, 2009, by and between the Authority and Wells Fargo Bank, National Association, as trustee thereunder.

Section 2. Site and Facility Lease. The City hereby leases to the Authority and the Authority hereby leases from the City, on the terms and conditions hereinafter set forth, those certain parcels of real property situated in San Joaquin County, State of California, more particularly described in Exhibit A attached hereto and made a part hereof (collectively, the "Site"), and certain existing facilities on the Site, more particularly described in Exhibit B attached hereto and made a part hereof (collectively, the "Facility").

Section 3. Term. The term of this Site and Facility Lease shall commence on the date of recordation of this Site and Facility Lease in the Office of the County Recorder of San Joaquin County, State of California, and shall end on September 1, 2038, unless such term is extended or sooner terminated as hereinafter provided. If, on September 1, 2038, the aggregate amount of Lease Payments (as defined in and as payable under the Lease Agreement) shall not have been paid, or provision shall not have been made for their payment, then the term of this Site and Facility Lease shall be extended until such Lease Payments shall be fully paid or provision made for such payment. If, prior to September 1, 2038, all Lease Payments shall be fully paid or provision made for such payment in accordance with Section 4.3 or 4.4 of the Lease Agreement, the term of this Site and Facility Lease shall end ten (10) days thereafter.

Section 4. Rental. The City acknowledges receipt from the Authority as and for rental hereunder the sum of one dollar ($1.00), on or before the date of delivery of this Site and Facility Lease.

Section 5. Purpose. The Authority shall use the Site and the Facility solely for the purpose of leasing the Site and the Facility to the City pursuant to the Lease Agreement and for such purposes as may be incidental thereto; *provided, however*, that in the event of default by the City under the Lease Agreement, the Authority and its assigns may exercise the remedies provided in the Lease Agreement.

Section 6. City's Interest in the Site and the Facility. The City covenants that it is the owner of fee title to the Site and the Facility.

Section 7. Assignments; Subleases; Amendments. Unless the City shall be in default under the Lease Agreement, the Authority may not assign its rights under this Site and Facility Lease or sublet the Site or the Facility, except as provided in the Lease Agreement and the Indenture, without the written consent of the City. This Site and Facility Lease may be amended, if required, pursuant to the provisions of Section 8.3 of the Lease Agreement.

Section 8. Right of Entry. The City reserves the right, for any of its duly authorized representatives, to enter upon the Site and the Facility at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof.

Section 9. Termination. The Authority agrees, upon the termination of this Site and Facility Lease, to quit and surrender the Site and the Facility in the same good order and condition as the same was in at the time of commencement of the term hereunder, reasonable wear and tear excepted, and agrees that any permanent improvements and structures existing upon the Site and the Facility at the time of the termination of this Site and Facility Lease shall remain thereon and title thereto shall vest in the City.

Section 10. Default. In the event the Authority shall be in default in the performance of any obligation on its part to be performed under the terms of this Site and Facility Lease, which default continues for thirty (30) days following notice and demand for correction thereof to the Authority, the City may exercise any and all remedies granted by law, except that no merger of this Site and Facility Lease and of the Lease Agreement shall be deemed to occur as a result thereof; *provided, however,* that so long as any Bonds are outstanding and unpaid in accordance with the terms thereof, the Lease Payments assigned by the Authority to the Trustee under the Indenture shall continue to be paid to the Trustee.

Section 11. Quiet Enjoyment. The Authority, at all times during the term of this Site and Facility Lease, shall peaceably and quietly have, hold and enjoy the Site and the Facility subject to the provisions of the Lease Agreement and the Indenture.

Section 12. Waiver of Personal Liability. All liabilities under this Site and Facility Lease on the part of the Authority are solely liabilities of the Authority and the City hereby releases each and every member, director, officer, employee and agent of the Authority of and from any personal or individual liability under this Site and Facility Lease. No member, director, officer, employee or agent of the Authority shall at any time or under any circumstances be individually or personally liable under this Site and Facility Lease for anything done or omitted to be done by the Authority hereunder.

Section 13. Taxes. The City covenants and agrees to pay any and all assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Site and the Facility (including both land and improvements).

Section 14. Eminent Domain. In the event the whole or any part of the Site or the Facility is taken by eminent domain proceedings, the interest of the Authority shall be recognized and is hereby determined to be the amount of the then unpaid Bonds including the unpaid principal and interest with respect to any such Bonds then outstanding and, subject to the provisions of the Lease Agreement, the balance of the award, if any, shall be paid to the City.

Section 15. Use of the Proceeds. The City and the Authority hereby agree that the lease to the Authority of the City's right, title and interest in the Site and the Facility pursuant to Section 2 serves the public purposes of the City. The City hereby agrees that the proceeds of the Bonds shall be used solely for the purpose of financing the costs of certain public improvements owned, to be held or controlled by the City for its public purposes, on or before the date three years following the date of execution and delivery of the Bonds, or to refinance prior obligations of the City incurred for such purposes.

Section 16. Partial Invalidity. If any one or more of the terms, provisions, covenants or conditions of this Site and Facility Lease shall, to any extent, be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding, order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site and Facility Lease shall be affected thereby, and each provision of this Site and Facility Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 17. Notices. All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered personally or if mailed by United States registered mail, return receipt requested, postage prepaid, and, if to the City, to the City Clerk, the City of Stockton, 425 North El Dorado Street, Stockton, CA 95202, and if to the Authority, to the Secretary, Stockton Public Financing Authority, 425 North El Dorado Street, Stockton, CA 95202, or to such other addresses as the respective parties may from time to time designate by notice in writing.

Section 18. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Site and Facility Lease.

Section 19. Applicable Law. This Site and Facility Lease shall be governed by and construed in accordance with the laws of the State.

Section 20. Execution in Counterparts. This Site and Facility Lease may be executed in any number of counterparts, each of which shall be deemed to be an original but all together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the City and the Authority have caused this Site and Facility Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

CITY OF STOCKTON, as Lessor

By _____
Mark Moses
Chief Financial Officer

Attest:

_____
Katherine Going Meissner
City Clerk

STOCKTON PUBLIC FINANCING AUTHORITY, as Lessee

By _____
Mark Moses
Treasurer

Attest:

_____
Katherine Going Meissner
Secretary

NOTARY ACKNOWLEDGMENT

State of California
County of SAN JOAQUIN } ss.

On September 2, 2009 (Date), before me, PAULA CAZALE, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))

personally appeared MARK MOSES (Name(s) of Signer(s))

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

PAULA CAZALE
Commission # 1653406
Notary Public - California
San Joaquin County
My Comm. Expires Apr 17, 2010

Place Notary Seal Above

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: SITE AND FACILITY LEASE

Document Date: as of September 1, 2009 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: Mark Moses

☐ Individual
☐ Corporate Officer -- Title(s): _____
☐ Partner -- ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☒ Other: Chief Financial Officer of the City of Stockton

Signer is Representing: City of Stockton, a municipal corporation

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

NOTARY ACKNOWLEDGMENT

State of California
County of SAN JOAQUIN } ss.

On September 2, 2009 (Date), before me, PAULA CAZALE, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))

personally appeared MARK MOSES (Name(s) of Signer(s))

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

PAULA CAZALE
Commission # 1653406
Notary Public California
San Joaquin County
My Comm. Expires Apr 17, 2010

Place Notary Seal Above

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: SITE AND FACILITY LEASE

Document Date: as of September 1, 2009 Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer

Signer's Name: Mark Moses

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

☐ Individual
☐ Corporate Officer -- Title(s):
☐ Partner -- ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☒ Other: Treasurer, Stockton Public Financing Authority

Signer is Representing: Stockton Public Financing Authority

EXHIBIT A

DESCRIPTION OF THE SITE

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

Oak Park Site

PARCEL A:

A PORTION OF THE NORTHEAST QUARTER OF SECTION 18, OF C.M. WEBER'S GRANT, "EL RANCHO DEL CAMPO DE LOS FRANCESES", MORE PARTICULARY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT THE SOUTHWEST CORNER OF THE MAXWELL OR SPERRY TRACT (SO CALLED), IN SAID SECTION 18 OF SAID C.M. WEBER'S GRANT, AND RUNNING THENCE SOUTH 73 DEGREES 55' WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 18, 17.33 CHAINS; THENCE NORTH 16 DEGREES 05' WEST 17.32 CHAINS TO A STAKE; THENCE NORTH 73 DEGREES 55' EAST 17.33 CHAINS TO A STAKE, THENCE SOUTH 16 DEGREES 05' EAST, 17.32 CHAINS TO THE POINT OF COMMENCEMENT.

A.P.N. 115-270-01 PORTION

PARCEL B:

LOT FOURTEEN (14) AS SHOWN UPON THE MAP ENTITLED "MAP OF THE SPERRY TRACT" FILED FOR RECORD OCTOBER 2, 1906, IN VOL. 3 OF MAPS AND PLATS, PAGE 51 , SAN JOAQUIN COUNTY RECORDS.

EXCEPTING THEREFROM ALL THAT PORTION DESCRIBED IN THE DEED TO PARK VILLAGE APARTMENTS, A CALIFORNIA NON-PROFIT PUBLIC BENEFIT CORPORATIN RECORDED JULY 12, 1996, AS SERIES NO. 96073005 SAN JOAQUIN COUNTY RECORDS.

A.P.N. 115-270-01 PORTION AND 115-270-02 PORTION.

PARCEL C:

BEGINNING AT A POINT ON THE SECTION LINE BETWEEN SECTIONS 18 AND 30 DISTANT THEREON 3437.2 FEET NORTHERLY FROM THE COMMON CORNER OF SECTIONS 18, 30, 31 AND 19 OF C.M. WEBER'S GRANT, "EL RANCHO DEL CAMP DE LOS FRANCESES," SAID POINT BEING 80 FEET WESTERLY MEASURED AT RIGHT ANGLES TO ENGINEER'S STATION 147+52.9 ON THE CENTERLINE OF THE WESTERN PACIFIC RAILROAD COMPANY'S MAIN LINE OF RAILROAD FROM SAN FRANCISCO, CALIFORNIA, TO SALT LAKE CITY, UTAH; THENCE SOUTH 73 DEGREES 05' WEST 1,145.30 FEET ALONG THE SOUTHERLY BOUNDARY OF A PORTION OF THAT PARTICULARLY TRACT OF LAND CONVEYED TO MARY S. SPERRY TO THE WESTERN PACIFIC RAILWAY COMPANY, RECORDED SEPTEMBER 15, 1906, IN BOOK A, VOL. 157 OF DEEDS, PAGE 7, RECORDS OF SAN JOAQUIN COUNTY, STATE OF CALIFORNIA; THENCE NORTH 16 DEGREES 55' WEST 45 FEET TO A POINT; THENCE NORTH 73 DEGREES 05' EAST 755.0 FEET TO A POINT; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 453.3 FEET A DISTANCE OF 565.96 FEET, THE LONG CHORD OF WHICH BEARS NORTH 35 DEGREES 53'55" EAST 530.90 FEET TO A POINT IN THE WESTERLY RIGHT OF WAY LINE OF THE ABOVE MENTIONED RAILROAD; SAID POINT BEING 50 FEET WESTERLY MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF SAID RAILROAD; THENCE SOUTH 16 DEGREES 30' EAST 50 FEET FROM AND PARALLEL TO SAID CENTERLINE OF SAID RAILROAD A DISTANCE OF 365.88 FEET TO A POINT; THENCE SOUTH 73 DEGREES 05' WEST 50.0 FEET TO THE POINT OF BEGINNING.

A.P.N. 115-270-02 PORTION

Swenson Golf Course

PARCEL A:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN PORTIONS OF SECTIONS 19 AND 20, TOWNSHIP 2 NORTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, CITY OF STOCKTON, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SECTION CORNER COMMON TO SECTIONS 17, 18, 19 AND 20, TOWNSHIP 2 NORTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDAN; THENCE SOUTH 89 DEGREES 57'13" EAST, ALONG THE NORTH LINE OF SAID SECTION 20, A DISTANCE OF 1,077.04 FEET TO A POINT; THENCE SOUTH 41 DEGREES 50' EAST 181.36 FEET TO A POINT AT THE NORTHEASTERLY CORNER OF THE PROPERTY DEEDED TO THE CITY OF STOCKTON (RECORDED IN VOLUME 1040 AT PAGE 409 OF THE OFFICIAL RECORDS OF SAN JOAQUIN COUNTY); THENCE SOUTH 89 DEGREES 20'18" WEST, ALONG THE NORTH LINE OF SAID CITY PROPERTY, 1,238.0 FEET, MORE OR LESS, TO THE EAST LINE OF "LINCOLN VILLAGE WEST, UNIT NO. 28" AS SAID EAST LINE AS SHOWN UPON THE OFFICIAL MAP THEREOF, FILED IN VOLUME 20 AT PAGE 72 OF THE BOOK OF MAPS AND PLATS, SAN JOAQUIN COUNTY; THENCE NORTH 00 DEGREES 01'54" WEST, ALONG SAID EAST LINE AND ITS NORTHERLY PROLONGATION, 149.85 FEET TO THE NORTH LINE OF THE AFORESAID SECTION 19; THENCE NORTH 89 DEGREES 21'07" EAST, ALONG SAID NORTH LINE OF SECTION 19, A DISTANCE OF 40.0 FEET TO THE HEREIN BEFORE-MENTIONED POINT OF BEGINNING.

A.P.N. 097-110-15 & 16

PARCEL B:

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

THAT PORTION OF SECTIONS 19 AND 20, TOWNSHIP 2 NORTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF ALEXANDRIA PLACE, SAID POINT BEING THE NORTHEAST CORNER OF THE PROPERTY SHOWN AS PARCEL E CONVEYED TO THE CITY OF STOCKTON BY DEED RECORDED DECEMBER 14, 1954, IN BOOK OF OFFICIAL RECORDS, VOL. 1696, PAGE 169, SAN JOAQUIN COUNTY RECORDS, SAID POINT BEARING SOUTH 82 DEGREES 00' WEST 160.38 FEET FROM AN IRON PIPE AT THE SOUTHEAST CORNER OF THE PROPERTY CONVEYED TO THE CITY OF STOCKTON BY DEED RECORDED MARCH 7, 1947, IN BOOK OF OFFICIAL RECORDS, VOL. 1040, PAGE 409, SAN JOAQUIN COUNTY RECORDS; THENCE ALONG THE WEST LINE OF SAID ALEXANDRIA PLACE, SOUTH 11 DEGREES 56' EAST A DISTANCE OF 49.45 FEET TO A POINT OF CURVE; THENCE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 20 FEET, AN ARC DISTANCE OF 25.65 FEET (THE LONG CHORD OF WHICH BEARS SOUTH 24 DEGREES 48'29.6 WEST) TO A POINT OF CURVE BEING ON THE NORTH LINE OF BENJAMIN HOLT DRIVE; THENCE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 1,800 FEET, AN ARC DISTANCE OF 102.11 FEET; THENCE CONTINUING ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 1,800 FEET, AN ARC DISTANCE OF 125.14 FEET (THE LONG CHORD OF WHICH BEARS SOUTH 66 DEGREES 47'30" WEST); THENCE NORTH 21 DEGREES 13' WEST A DISTANCE OF 139. 12 FEET TO A POINT ON THE SOUTH LINE OF SAID PROPERTY CONVEYED TO CITY OF STOCKTON BY DEED RECORDED IN BOOK OF OFFICIAL RECORDS, VOL. 1040, PAGE 409, SAN JOAQUIN COUNTY RECORDS; THENCE SOUTH 82 DEGREES 00' WEST 1125.03 FEET; THENCE SOUTH 5 DEGREES 35'11" EAST 109.67 FEET; THENCE NORTH 85 DEGREES 28'45" WEST 507.45 FEET; THENCE SOUTH 82 DEGREES 00' WEST 1,224.34 FEET TO POINT; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 20.0 FEET, AN ARC DISTANCE OF 31.42 FEET (THE LONG CHORD OF WHICH BEARS NORTH 47 DEGREES 34'44" WEST 28.28 FEET); THENCE NORTH 2 DEGREES 34'44" WEST 30.0 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 360 FEET, AN ARC DISTANCE OF 299.10 FEET (THE LONG CHORD OF WHICH BEARS NORTH 26 DEGREES 22'50" WEST) TO THE WEST LINE OF PROPERTY CONVEYED TO CITY OF STOCKTON BY DEED RECORDED JULY 15, 1948 IN BOOK OF OFFICIAL RECORDS, VOL. 1133, PAGE 459, SAN JOAQUIN COUNTY RECORDS; THENCE NORTH 2,853.37 FEET TO A POINT IN THE NORTH LINE OF LAST SAID PROPERTY CONVEYED TO THE CITY OF STOCKTON, SAID POINT BEING WEST 40 FEET FROM SECTION LINE COMMON TO SECTIONS 19 AND 20; THENCE NORTH 89 DEGREES 20'18" EAST 1,193.54 FEET, MORE OR LESS, TO A POINT WHICH BEARS SOUTH 89 DEGREES 57'13" EAST A DISTANCE OF 1,077.04 FEET AND SOUTH 41 DEGREES 50' EAST A DISTANCE OF 181.36 FEET FROM THE SECTION CORNER COMMON TO SECTIONS 17, 18, 19 AND 20, TOWNSHIP 2 NORTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDAN; THENCE NORTH 41 DEGREES 50' WEST 181.36 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 20; THENCE ALONG THE NORTH LINE OF SAID SECTION 20, SOUTH 89 DEGREES 50'20" EAST, 565.80 FEET TO THE INTERSECTION WITH THE NORTHERLY EDGE OF FIVE MILE CREEK; THENCE SOUTH 59 DEGREES 12' EAST 31.41 FEET; THENCE SOUTH 10 DEGREES 32' EAST 37.65 FEET; THENCE SOUTH 82 DEGREES 17' EAST 53.15 FEET; THENCE NORTH 62 DEGREES 42' EAST 56.37 FEET; THENCE NORTH 32 DEGREES 41' EAST 40.34 FEET TO NORTH LINE OF SAID SECTION 20; THENCE SOUTH 89 DEGREES 50'20" EAST 494.19 FEET TO THE NORTHWEST CORNER OF UNIT 27, LINCOLN VILLAGE, ACCORDING TO THE OFFICIAL MAP THEREOF FILED IN VOL. 14 OF MAPS, PAGE 129, SAN JOAQUIN COUNTY RECORDS; THENCE ALONG THE WESTERLY AND SOUTHERLY LINE OF SAID UNIT 27, LINCOLN VILLAGE, AS FOLLOWS: SOUTH 144.73 FEET; SOUTH 52 DEGREES 00' EAST 132.50 FEET; THENCE SOUTH 58 DEGREES 40' EAST, 201 FEET; THENCE SOUTH 71 DEGREES 50' EAST 129.79 FEET; THENCE EAST 100.00 FEET; THENCE NORTH 60 DEGREES 10' EAST 159.32 FEET TO CENTER LINE OF ALEXANDRIA PLACE, A 60 FOOT WIDE ROAD, AS SHOWN ON MAP OF SAID UNIT 27, LINCOLN VILLAGE; THENCE ALONG THE CENTER LINE OF SAID ALEXANDRIA PLACE, AS FOLLOWS:

SOUTH 6 DEGREES 20' EAST 44.26 FEET; THENCE SOUTHERLY ON A CURVE TO THE RIGHT, RADIUS OF 370 FEET (LONG CHORD BEARS SOUTH 1 DEGREES 25' WEST 99.79 FEET) AN ARC DISTANCE OF 100.09 FEET; THENCE SOUTH 9 DEGREES 10' WEST 120 FEET; THENCE SOUTHERLY ON A CURVE TO THE LEFT, RADIUS 470 FEET (LONG CHORD BEARS SOUTH 0 DEGREES 35' WEST 140.30 FEET) AN ARC DISTANCE OF 140.82 FEET; THENCE SOUTH 8 DEGREES 00' EAST 200.21 FEET TO A POINT OF CURVE; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 330 FEET (THE LONG CHORD OF SAID CURVE BEARS SOUTH 16 DEGREES 43' EAST) AND HAVING AN ARC DISTANCE OF 100.41 FEET TO A POINT; THENCE SOUTH 25 DEGREES 26" EAST, A DISTANCE OF 23.67 FEET TO A POINT OF CURVE; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 330 FEET (THE LONG CHORD OF SAID CURVE BEARS SOUTH 17 DEGREES 51' EAST) AND HAVING

AN ARC DISTANCE OF 87.35 FEET TO A POINT; THENCE SOUTH 10 DEGREES 16' EAST, A DISTANCE OF 166.03 FEET TO A POINT OF CURVE; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 530 FEET (THE LONG CHORD OF SAID CURVE BEARS SOUTH 4 DEGREES 23' EAST) AND HAVING AN ARC DISTANCE OF 108.84 FEET TO A POINT; THENCE SOUTH 1 DEGREES 30' WEST A DISTANCE OF 76.71 FEET TO A POINT OF CURVE; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 630 FEET (THE LONG CHORD OF SAID CURVE BEARS SOUTH 4 DEGREES 31'20" EAST) AND HAVING AN ARC DISTANCE OF 132.44 FEET TO A POINT; THENCE SOUTH 10 DEGREES 32'40" EAST, A DISTANCE OF 716.96 FEET TO A POINT; THENCE SOUTH 2 DEGREES 46'22" EAST A DISTANCE OF 449.50 FEET TO A POINT OF CURVE; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 200 FEET (THE LONG CHORD OF SAID CURVE BEARS SOUTH 1 DEGREES 23'50" EAST) AND HAVING AN ARC DISTANCE OF 73.56 FEET TO A POINT; THENCE SOUTH 11 DEGREES 56' EAST A DISTANCE OF 57.84 FEET TO A POINT, SAID POINT BEARS NORTH 78 DEGREES 04' EAST 30 FEET FROM POINT OF BEGINNING; THENCE SOUTH 78 DEGREES 04' EAST 30 FEET TO THE POINT OF BEGINNING.

EXCEPT THE EAST 30 FEET LYING IN ALEXANDRIA PLACE.

ALSO EXCEPTING THEREFROM ALL THAT PORTION DESCRIBED AS FOLLOWS:

ALL THAT REAL PROPERTY LOCATED IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, MORE PARTICULARY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF THAT CERTAIN 21.282 ACRE PARCEL OF LAND AS DEEDED TO THE CITY OF STOCKTON AND RECORDED IN BOOK OF OFFICIAL RECORDS IN VOLUME 2271 ON PAGE 125, SAN JOAQUIN COUNTY RECORDS; THENCE SOUTH 89 DEGREES 50'20" EAST A DISTANCE OF 450.80 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 50'20" EAST A DISTANCE OF 100 FEET; THENCE SOUTH 72 DEGREES 41'14" WEST A DISTANCE OF 52.42 FEET; THENCE SOUTH 85 DEGREES 31'49" WEST A DSITANCE OF 50.16 FEET; THENCE NORTH 0 DEGREES 09'40" EAST A DISTANCE OF 19.79 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING.

A.P.N. 097-110-24

Van Buskirk Golf Course

PARCEL A:

A TRACT OF LAND SITUATED IN THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, IN SECTION 22, T1N, R6E., M.D.B&M., AND SECTIONS 10 AND 11 OF C.M. WEBER GRANT, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A CONCRETE MONUMENT BEARING DUE SOUTH 1, 160.00 FEET FROM THE SOUTHWEST CORNER OF LOT NUMBERED 1 IN BLOCK NUMBERED 7 OF LEVER VILLAGE, UNIT NO. 1, AS PER MAP FILED IN BOOK OF MAPS VOLUME 14 AT PAGE 22, SAN JOAQUIN COUNTY RECORDS; THENCE DUE EAST 173.14 FEET TO A CONCRETE MONUMENT; THENCE EASTERLY ON A CURVE TO THE LEFT, RADIUS 2,410 FEET (LONG CHORD BEARS NORTH 79 DEGREES 34'43.5" EAST, 871.86 FEET) AN ARC DISTANCE OF 876.69 FEET TO A CONCRETE MONUMENT AT POINT OF REVERSE CURVE; THENCE EASTERLY ON A CURVE TO THE RIGHT, RADIUS 1,590 FEET (LONG CHORD BEARS NORTH 73 DEGREES 29'43.5" EAST, 240.53) AN ARC DISTANCE OF 240.76 FEET TO A CONCRETE MONUMENT AT END OF CURVE; THENCE NORTH 77 DEGREES 50' EAST 320.00 FEET TO A CONCRETE MONUMENT IN THE WESTERLY LINE AT THE FRENCH CAMP ROAD; THENCE ALONG THE WESTERLY LINE OF THE FRENCH CAMP ROAD, SOUTH 12 DEGREES 10' EAST, 1220 FEET TO THE NORTHERLY OR RIGHT BANK OF WALKER SLOUGH; THENCE DOWNSTREAM ALONG THE NORTHERLY OR RIGHT BANK OF WALKER SLOUGH, AS FOLLOWS:

NORTH 71 DEGREES 12' WEST, 220 FEET; NORTH 65 DEGREES 55' WEST, 247.5 FEET; NORTH 67 DEGREES 28' WEST, 446 FEET; NORTH 66 DEGREES 17' WEST, 199 FEET; NORTH 76 DEGREES 04' WEST 141 FEET; SOUTH 84 DEGREES 42' WEST, 357 FEET; SOUTH 84 DEGREES 20' WEST, 312 FEET TO A POINT THAT IS DUE SOUTH OF THE POINT OF BEGINNING; THENCE LEAVING WALKER SLOUGH, DUE NORTH 506 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THE STATE OF CALIFORNIA BY QUITCLAIM DEED, RECORDED MARCH 29, 1968, IN BOOK 3198, PAGES 288 AND 296, OFFICIAL RECORDS.

PARCEL B:

A TRACT OF LAND SITUATED IN THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, SECTION 22, T1N., R6E, M.D.B.&M., AND MORE PARTICUARLY DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A CONCRETE MONUMENT BEARING DUE SOUTH 1, 160.00 FEET FROM THE SOUTHWEST CORNER OF LOT NUMBERED 1 IN BLOCK NUMBERED 7 OF LEVER VILLAGE, UNIT NO. 1, AS PER MAP FILED IN BOOK OF MAPS, VOLUMNE 14, PAGE 22, SAN JOAQUIN COUNTY RECORDS; THENCE DUE SOUTH 506 FEET TO THE NORTHERLY OR RIGHT BANK OF WALKER SLOUGH; THENCE DOWNSTREAM ALONG THE NORTHERLY OR RIGHT BANK OF WALKER SLOUGH, AS FOLLOWS: SOUTH 81 DEGREES 08' WEST 86 FEET; SOUTH 63 DEGREES 37' WEST 140 FEET; SOUTH 53 DEGREES 16' WEST 162 FEET; SOUTH 50 DEGREES 47' WEST 253 FEET; SOUTH 37 DEGREES 53' WEST, 120 FEET; SOUTH 43 DEGREES 10' WEST, 332 FEET; SOUTH 49 DEGREES 56' WEST 165 FEET TO THE JUNCTION OF WALKER SLOUGH WITH FRENCH CAMP SLOUGH; THENCE DOWNSTREAM ALONG THE NORTHERLY OR RIGHT BANK OF FRENCH CAMP SLOUGH, AS FOLLOWS:

NORTH 78 DEGREES 46' WEST, 138 FEET; SOUTH 89 DEGREES 35' WEST, 411 FEET; SOUTH 85 DEGREES 17' WEST, 219 FEET; SOUTH 79 DEGREES 48' WEST, 152 FEET; NORTH 82 DEGREES 53' WEST, 89 FEET; NORTH 43 DEGREES 22' WEST, 99 FEET; NORTH 22 DEGREES 27' WEST, 222.65 FEET TO A POINT IN THE CENTER LINE OF THE 120 FOOT WIDE PACIFIC GAS AND ELECTRIC COMPANY EASEMENT FOR ELECTRIC TRANSMISSION LINES, DESCRIBED IN BOOK OF OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, VOLUME 325, PAGE 91; THENCE ALONG THE CENTER LINE OF SAID EASEMENT, NORTH 28 DEGREES 45' EAST, 1140 FEET TO A POINT BEARING DUE WEST FROM THE POINT OF BEGINNING; THENCE DUE EAST 1,559.46 FEET TO THE POINT OF BEGINNING.

PARCEL C:

A TRACT OF LAND SITUATED IN THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, SECTIONS 21 AND 22, T1N, R6E., M.D.B.&M., AND MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

COMMENCING AT A CONCRETE MONUMENT BEARING DUE SOUTH 1, 160.00 FEET FROM THE SOUTHWEST CORNER OF LOT NUMBERED 1 IN BLOCK NUMBERED 7 OF LEVER VILLAGE, UNIT NO. 1, AS PER MAP FILED IN BOOK OF MAPS, VOLUME 14 AT PAGE 22, SAN JOAQUIN COUNTY RECORDS; THENCE DUE WEST 1,559.46 FEET TO AN IRON PIPE IN THE CENTER LINE OF THE 120 FOOT WIDE PACIFIC GAS AND ELECTRIC COMPANY EASEMENT FOR ELECTRIC TRANSMISSION LINES, DESCRIBED IN BOOK OF OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, VOLUME 325, AT PAGE 91, SAID LAST MENTIONED IRON PIPE BEING THE NORTHEAST CORNER AND THE TRUE POINT OF BEGINNING OF THE WITHIN DESCRIBED 35.87 ACRE TRACT; THENCE ALONG THE CENTERLINE OF SAID EASEMENT, SOUTH 28 DEGREES 45' WEST, 1,140.00 FEET TO THE RIGHT BANK OF FRENCH CAMP SLOUGH; THENCE DOWNSTEAM ALONG THE RIGHT BANK OF FRENCH CAMP SLOUGH, AS FOLLOWS:

NORTH 19 DEGREES 50' WEST, 221 FEET; NORTH 16 DEGREES 58' WEST, 199 FEET; NORTH 15 DEGREES 22' WEST, 124 FEET; NORTH 18 DEGREES 04' WEST, 149 FEET; NORTH 36 DEGREES 34' WEST, 111 FEET; NORTH 50 DEGREES 06' WEST, 151 FEET; NORTH 69 DEGREES 37' WEST, 120 FEET; SOUTH 76 DEGREES 16' WEST, 93 FEET; SOUTH 59 DEGREES 27' WEST, 187 FEET; SOUTH 88 DEGREES

44' WEST, 182 FEET; NORTH 83 DEGREES 10' WEST, 143 FEET; NORTH 74 DEGREES 56' WEST, 162 FEET; NORTH 70 DEGREES 33' WEST, 357 FEET; NORTH 83 DEGREES 02' WEST, 117 FEET; SOUTH 81 DEGREES 30' WEST, 269.96 FEET; THENCE LEAVING FRENCH CAMP SLOUGH, DUE NORTH 533 FEET TO AN IRON PIPE; THENCE DUE EAST 620 FEET TO AN IRON PIPE; THENCE SOUTH 85 DEGREES 15' EAST, 1,136 FEET TO AN IRON PIPE AT BEGINNING OF CURVE; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT, RADIUS 700 FEET, (LONG CHORD BEARS SOUTH 67 DEGREES 00' EAST, 438.43 FEET) AN ARC DISTANCE OF 445.93 FEET TO AN IRON PIPE AT END OF CURVE; THENCE SOUTH 48 DEGREES 45" EAST, 144.41 FEET TO AN IRON PIPE AT BEGINNING OF CURVE; THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT, RADIUS 367.32 FEET (LONG CHORD BEARS SOUTH 69 DEGREES 22'30" EAST, 258.78 FEET) AN ARC DISTANCE OF 264.45 FEET, TO THE IRON PIPE AT THE TRUE POINT OF BEGINNING.

PARCEL D:

A TRACT OF LAND SITUATED IN THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, SECTION 21, T1N, R6E, M.D.B.&M., AND MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT AN IRON PIPE AT THE NORTHWEST CORNER OF THE 35.87 ACRE TRACT DESCRIBED IN DEED TO THE CITY OF STOCKTON, RECORDED IN BOOK OF OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, VOLUME 2146 AT PAGE 233; THENCE DUE NORTH 42.99 FEET TO AN IRON PIPE, THENCE SOUTH 80 DEGREES 00' WEST 183.71 FEET TO AN IRON PIPE AT BEGINNING OF A CURVE; THENCE WESTERLY ON A CURVE TO THE RIGHT, RADIUS 730 FEET (LONG CHORD BEARS SOUTH 85 DEGREES 00' WEST, 127.25 FEET) AN ARC DISTANCE OF 127.41 FEET TO AN IRON PIPE AT END OF CURVE; THENCE DUE WEST 972.32 FEET TO AN IRON PIPE AT BEGINNING OF CURVE; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT, RADIUS OF 60 FEET (LONG CHORD BEARS NORTH 45 DEGREES 00' WEST, 84.85 FEET) AN ARC DISTANCE OF 94.25 FEET TO AN IRON PIPE AT END OF CURVE; THENCE DUE NORTH 843.85 FEET TO AN IRON PIPE; THENCE DUE WEST 1,140 FEET TO AN IRON PIPE AT BEGINNING OF CURVE; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT, RADIUS 60 FEET (LONG CHORD BEARS NORTH 45 DEGREES 00' WEST, 94.85 FEET) AN ARC DISTANCE OF 84.25 FEET TO AN IRON PIPE AT END OF CURVE; THENCE DUE NORTH 1,008 FEET TO AN IRON PIPE WHICH BEARS WEST 2,540 FEET AND SOUTH 140 FEET FROM AN IRON ROD AT THE INTERSECTION OF THE CENTER LINE OF EIGHTH STREET AND FRESNO AVENUE; THENCE DUE WEST, PARALLEL TO AND 140 FEET SOUTH OF THE CENTER LINE OF EIGHTH STREET, A DISTANCE OF 1,082 FEET TO THE RIGHT BANK OF SAN JOAQUIN RIVER; THENCE UPSTEAM ALONG THE RIGHT BANK OF THE SAN JOAQUIN RIVER, AS FOLLOWS:

SOUTH 29 DEGREES 40'34" EAST, 359.04 FEET; SOUTH 28 DEGREES 30' EAST, 203 FEET; SOUTH 19 DEGREES 30' EAST, 213 FEET; SOUTH 16 DEGREES 15" EAST, 280 FEET; SOUTH 25 DEGREES 20' EAST, 154 FEET; SOUTH 34 DEGREES 10' EAST, 255 FEET; SOUTH 39 DEGREES 45' EAST, 156 FEET; SOUTH 50 DEGREES 15' EAST, 415 FEET; SOUTH 53 DEGREES 43'40" EAST, 254.76 FEET; SOUTH 58 DEGREES 30' EAST, 183 FEET; SOUTH 63 DEGREES 30' EAST, 142 FEET; SOUTH 56 DEGREES 00' EAST, 360 FEET TO THE MOUTH OF FRENCH CAMP SLOUGH; THENCE UPSTREAM ALONG THE RIGHT BANK OF FRENCH CAMP SLOUGH, AS FOLLOWS:

SOUTH 53 DEGREES 20' EAST, 247 FEET; SOUTH 38 DEGREES 40' EAST, 344 FEET; SOUTH 34 DEGREES 13'30" E 256.71 FEET; SOUTH 48 DEGREES 15' EAST, 100 FEET; SOUTH 73 DEGREES 20' EAST, 183 FEET; SOUTH 80 DEGREES 00' EAST, 140 FEET; NORTH 81 DEGREES 10' EAST, 118 FEET; NORTH 59 DEGREES 20' EAST, 103 FEET; NORTH 53 DEGREES 00' EAST, 302 FEET; NORTH 54 DEGREES 05' EAST, 225 FEET; NORTH 58 DEGREES 15' EAST 125 FEET; NORTH 72 DEGREES 40' EAST, 100 FEET TO THE SOUTHWEST CORNER OF THE ABOVEMENTIONED 35.87 ACRE TRACT; THENCE ALONG THE WEST LINE OF SAID 35.87 ACRE TRACT, DUE NORTH 533 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO CHARLES RAYMOND VAN BUSKIRK, ET UX, BY GRANT DEED, RECORDED MAY 17, 1967, IN BOOK 3124 PAGE 411, OFFICIAL RECORDS.

PARCEL E:

A TRACT OF LAND SITUATED IN THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, SECTIONS 21 AND 22, T1N., R6E., M.D.B.&M., AND MORE PARTICULARY DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT AN IRON PIPE AT THE NORTHWEST CORNER OF THE 35.87 ACRE TRACT DESCRIBED IN DEED TO THE CITY OF STOCKTON, RECORDED IN BOOK OF OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, VOLUME 2146 AT PAGE 233; THENCE ALONG THE NORTHERLY LINE OF SAID 35.87 ACRE TRACT AS FOLLOWS:

DUE EAST 620 FEET TO AN IRON PIPE; SOUTH 85 DEGREES 15' EAST, 1136 FEET TO AN IRON PIPE AT BEGINNING OF CURVE; SOUTHEASTERLY ON A CURVE TO THE RIGHT, RADIUS 700 FEET (LONG CHORD BEARS SOUTH 67 DEGREES 00' EAST, 438.43 FEET) AN ARC DISTANCE OF 445.93 FEET TO AN IRON PIPE AT END OF CURVE; SOUTH 48'45" EAST, 89. 25 FEET TO A CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF THE 43.241 ACRE TRACT DESCRIBED IN DEED TO THE HOUSING AUTHORITY OF THE COUNTY OF SAN JOAQUIN, RECORDED IN BOOK OF OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, VOLUME 2348 AT PAGE 265; THENCE ALONG THE WESTERLY LINE OF ABOVE MENTIONED 43.241 ACRE TRACT, NORTH 28 DEGREES 45' EAST, 102.43 FEET TO AN IRON PIPE;THENCE NORTH 48 DEGREES 45' WEST, 15.52 FEET TO AN IRON PIPE AT BEGINNING OF CURVE; THENCE NORTHWESTERLY ON A CURVE TO THE LEFT, RADIUS 880 FEET (LONG CHORD BEARS NORTH 67 DEGREES 00' WEST, 551.17 FEET) AN ARC DISTANCE OF 560.60 FEET TO AN IRON PIPE AT END OF CURVE; THENCE NORTH 85 DEGREES 15' WEST, 1,047.98 FEET TO AN IRON PIPE AT BEGINNING OF CURVE; THENCE WESTERLY ON A CURVE TO THE LEFT, RADIUS 2,060 FEET (LONG CHORD BEARS NORTH 87 DEGREES 37'30" WEST, 170.73 FEET) AN ARC DISTANCE OF 170.78 FEET TO AN IRON PIPE AT END OF CURVE; THENCE DUE WEST 406.12 FEET TO AN IRON PIPE AT BEGINNING OF CURVE; THENCE WESTERLY ON A CURVE TO THE LEFT, RADIUS 760 FEET (LONG CHORD BEARS SOUTH 85 DEGREES 00' WEST, 132.48 FEET) AN ARC DISTANCE OF 132.65 FEET TO AN IRON PIPE AT END OF CURVE; THENCE DUE SOUTH 73.45 FEET TO THE IRON PIPE AT THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE NORTHERLY 60 FEET, WHICH WAS CONVEYED AS AN EASEMENT FOR ROADWAY PURPOSES ONLY.

PARCEL F:

COMMENCING AT THE INTERSECTION OF THE EXISTING CENTER LINE OF FRESNO AVENUE, A 40 FOOT WIDE STREET, WITH THE EXISTING CENTER LINE OF EIGHTH STREET, AN 80 FOOT WIDE STREET; THENCE SOUTH IN A DIRECT LINE A DISTANCE OF 2,038.40 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE SOUTH IN A DIRECT LINE A DISTANCE 30.46 FEET TO A POINT; THENCE SOUTH 80 DEGREES 00' WEST, A DISTANCE OF 183.71 FEET TO A POINT; THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT, RADIUS 730.00 FEET (LONG CHORD BEARS SOUTH 85 DEGREES 00' WEST, 127.25) AN ARC DISTANCE OF 127.41 FEET TO A POINT; THENCE WEST IN A DIRECT LINE 972.32 FEET TO A POINT; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT, RADIUS OF 60 FEET (LONG CHORD BEARS NORTH 45 DEGREES 00' WEST, 84.85 FEET) AN ARC DISTANCE OF 94.25 FEET TO A POINT; THENCE NORTH IN A DIRECT LINE A DISTANCE OF 311.79 FEET TO A POINT; THENCE SOUTH 52 DEGREES 16'57" EAST, A DISTANCE OF 400.00 FEET TO A POINT; THENCE SOUTH 87 DEGREES 00' EAST, A DISTANCE OF 1,025.00 FEET TO A POINT, SAID POINT AS HEREINBEFORE REFERRED TO, THE TRUE POINT OF BEGINNING.

PARCEL G:

COMMENCING AT THE INTERSECTION OF THE EXISTING CENTER LINE OF FRESNO AVENUE, A 40 FOOT WIDE STREET, WITH THE EXISTING CENTER LINE OF EIGHTH STREET, A 80 FOOT WIDE STREET; THENCE SOUTH IN A DIRECT LINE A DISTANCE OF 2,038.40 FEET TO A POINT; THENCE SOUTH IN A DIRECT LINE, A DISTANCE OF 2,038.40 TO A POINT; THENCE SOUTH IN A DIRECT LINE, A DISTANCE OF 30.46 FEET TO A POINT; THENCE SOUTH 80 DEGREES 00' WEST, A DISTANCE

OF 183.71 FEET TO A POINT; THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT, RADIUS 730 FEET (LONG CHORD BEARS SOUTH 85 DEGREES 00' WEST, 127.25) AN ARC DISTANCE OF 127.41 FEET TO A POINT; THENCE WEST IN A DIRECT LINE 972.32 FEET TO A POINT; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT, RADIUS 60 FEET (LONG CHORD BEARS NORTH 45 DEGREES 00' WEST., 84.85 FEET) AN ARC DISTANCE OF 94.25 FEET TO A POINT; THENCE NORTH IN A DIRECT LINE, A DISTANCE OF 311.79 FEET TO A POINT; THENCE NORTH 52 DEGREES 16'57" WEST, A DISTANCE OF 869.69 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE WEST IN A DIRECT LINE 452.04 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT, RADIUS 60 FEET (LONG CHORD BEARS NORTH 45 DEGREES 00' WEST 84.85 FEET) AN ARC DISTANCE OF 94.25 FEET TO A POINT; THENCE NORTH IN A DIRECT LINE 336.00 FEET TO A POINT; THENCE SOUTH 52 DEGREES 16'57" EAST, A DISTANCE OF 647.30 FEET TO A POINT, SAID POINT AS HEREINBEFORE REFERRED TO, THE TRUE POINT OF BEGINNING.

EXHIBIT B

DESCRIPTION OF THE FACILITY

The Facility consists of the following:

Oak Park. This property is an approximately 61.2 acre park, located bounded on the east by Union Pacific railroad tracks, on the north by East Fulton Street, on the south by East Alpine Street, and on the west by North Sutter and Alvarado Streets. This park features group picnic areas, 20 picnic tables, two tot lots, 15 barbecue pits, and four restrooms. In addition, Oak Park features 11 tennis courts, two regulation softball fields, the Billy Hebert Field, a 6,000 seat, regulation professional minor league baseball field, renovated in 2002; and a multi-use field, a community swimming pool complex with changing facilities, and an approximately 13,875 square foot ice rink facility with seating for 350. An approximately 5,000 square foot, one-story senior center, which is available for rental to the public, is also located at Oak Park.

Swenson Golf Course. This property was opened in 1952 and is located on approximately 219 acres at 6803 Alexandria Place. Swenson Golf Course features a classic championship 18-hole, 72 par course, a nine-hole executive, par 3 course, a 15 station driving range, two putting greens and a practice bunker, paved cart paths. There is also a clubhouse, an approximately 2,000 square foot pro shop, an approximately 5,000 square foot maintenance and storage facility and an approximately 2,500 square foot café with seating located on this property.

Van Buskirk Golf Course. This property was opened in 1962 and is located on approximately 214.0 acres at 1740 Houston Avenue. Van Buskirk Golf Course features a classically designed par 72, 18-hole course, an all grass driving range with 15 stations, two practice greens and partially paved cart paths. There is also, a clubhouse, an approximately 2,000 square foot pro shop, an approximately 5,000 square foot maintenance and storage facility and an approximately 2,500 square foot cafe with seating is located on this property.

CERTIFICATE OF ACCEPTANCE OF SITE AND FACILITY LEASE

This is to certify that the interest in real property conveyed by the Site and Facility Lease, dated as of September 1, 2009, from the City of Stockton, as lessor, to the Stockton Public Financing Authority, a joint powers authority, as lessee, is hereby accepted by the undersigned officer on behalf of the Stockton Public Financing Authority, pursuant to authority conferred by resolution of the governing body of the Stockton Public Financing Authority adopted on September 9, 2008, and the lessee consents to recordation thereof by its duly authorized officer.

Dated: September 9, 2009

STOCKTON PUBLIC FINANCING AUTHORITY

By _____

Mark L. Moses
Treasurer