

RESOLUTION NO. 2006-313

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE
AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE A
SETTLEMENT AGREEMENT AND MUTUAL RELEASE TO ACQUIRE, EXCHANGE,
AND DISPOSE OF PROPERTIES RELATED TO THE GRANT LINE ROAD/STATE
ROUTE 99 INTERCHANGE RECONSTRUCTION PROJECT**

WHEREAS, the City of Elk Grove, a municipal corporation, desires to settle an eminent domain action filed against the owners of property identified as APN 134-0600-041 pursuant to the Grant Line Road/State Route 99 Interchange Reconstruction Project ("Project"); and

WHEREAS, the proposed settlement concerns the exchange of and payment for certain properties that were acquired as remnants pursuant to the Project; and

WHEREAS, the consideration concerning the proposed settlement appears to be adequate and the terms of the proposed agreement appear to serve a public purpose.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Elk Grove hereby:

1. Finds, determines and declares that the terms of the attached proposed Settlement Agreement serve a public purpose and that the consideration set forth in the agreement is adequate; and
2. Authorizes the City Manager, or designee, to execute the attached Settlement Agreement.


PASSED AND ADOPTED by the City Council of the City of Elk Grove this 13th day of December 2006.


SOPHIA SCHERMAN, MAYOR PRO TEM
of the CITY OF ELK GROVE

APPROVED AS TO FORM:


ANTHONY B. MANZANETTI,
CITY ATTORNEY

ATTEST:


PEGGY E. JACKSON, CITY CLERK

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release ("Agreement") is entered into as of this _____ day of December, 2006, by and between the City of Elk Grove, a municipal corporation (hereinafter referred to as the "City") on the one hand, and Marina Square Partners, L.P., a California limited partnership ("MSP"), Jon Q. Reynolds, Trustee of the Jon Q. Reynolds and Ann S. Reynolds Family Trust dated 12/23/92 ("RFT"), Drew W. Mickel, an individual ("DWM"), Dana G. Parry, Trustee of the Dana and Meredith Parry Family Trust dated 4/3/01 ("PFT"), and Elk Grove V Partners, LLC, a California limited liability company ("EGV") (MSP, RFT, DWM, PFT, and EGV shall collectively be referred to herein as the "Reynolds Parties") on the other, with reference to the following facts:

RECITALS

- A. WHEREAS, the City is in the process of constructing that certain Grant Line Road Interchange Project (the "Project");
- B. WHEREAS, on or about September 28, 2005, the City filed a First Amended Complaint in eminent domain entitled the City of Elk Grove v. Martin L. Feletto, et al. in the Superior Court of the State of California, County of Sacramento, as Case No. 05AS04339 (the "Action") and concerning certain real property generally referred to as Assessor's Parcel No. 134-0600-41 as more particularly described in the First Amended Complaint attached hereto as Exhibit A and incorporated herein (the "Subject Property");
- C. WHEREAS, on or about January 12, 2006, certain of the Reynolds Parties acquired from certain of the defendants in the Action all of such defendants' right, title and interest in the Subject Property and succeeded to the defendants' interests in the Action; and
- D. WHEREAS, the Reynolds Parties and the City have determined that it is in the best interests of each to settle the Action and to enter into this Agreement for the purpose of settling completely any and all disputes and claims of any kind or description that the Reynolds Parties and the City have or may have relating to or arising out of the Action. The subjects being settled with respect thereto, include, but are not limited to, the following: claims of the Reynolds Parties to compensation for the acquisition of the property described in the First Amended Complaint and Exhibit A-1 attached hereto and incorporated herein, temporary construction easements, severance damages to the remainder, attorney's fees, costs and litigation expenses, loss of goodwill damages, and City's claim of project benefits to the remainder of the property, if any, as an offset against severance damages, as well as disputes about legal access to the remainder from Grant Line Road via an access point served by an easement burdening the Hershey Land Company Grant Line Road, LLC parcel which abuts the remainder on the south.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals and the following mutual covenants, agreements, conditions and representations, and for other valuable

consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Consideration to Reynolds Parties. Following the delivery to the Reynolds Parties by the City of an executed copy of this Agreement:
 - a. Not later than December 31, 2006, the City shall convey to EGV the fee interest in that property identified as APN 134-0600-014 (the "DFX Parcel") pursuant to the grant deed attached hereto as Exhibit B, subject only to those title exceptions shown on Exhibit B-1.
 - b. Not later than December 31, 2006, the City shall convey to EGV the fee interest in that property identified as APN 134-0600-016 (the "Singh Parcel") pursuant to the grant deed attached hereto as Exhibit C, subject only to those title exceptions described on Exhibit C-1.
 - c. Upon receipt of the final order of condemnation or receipt of a deed from the then owners and the issuance of a "No Further Action Letter" or similar closure documentation as set forth in Section 3(i) below, the City shall convey to EGV the fee interest in that remnant portion of property identified as APN 134-0600-031 (the "BP Large Parcel"), in a form similar to the grant deed attached hereto as Exhibit D, subject only to those title exceptions described on Exhibit D-1. The parties understand and acknowledge that various deed restrictions are currently being negotiated with BP West Coast Products, LLC, including, but not limited to, excavation limitations, use of the property for the sale of petroleum products and motor fuel, and mineral rights. The parties agree to negotiate these issues in good faith in order to finalize Exhibit D and Exhibit H, the Environmental Indemnity Agreement defined in Section 3(i) below. The parties anticipate that this conveyance shall occur not later than June 30, 2007. The Reynolds Parties, however, understand and agree that the City, in its sole discretion, may choose not to acquire the BP Large Parcel until the issuance of the No Further Action Letter as discussed in Section 3(i) below even if the acquisition occurs later than June 30, 2007.
 - d. Upon receipt of a final order of condemnation or receipt of a deed from the then owners, the City shall convey to EGV the fee interest in that property identified as APN 134-0600-034 (the "Bode Parcel"), pursuant to the grant deed attached hereto as Exhibit E, subject only to those title exceptions described on Exhibit E-1.
 - e. The Court shall retain jurisdiction pursuant to California Code of Civil Procedure section 664.6 to adjudicate all issues arising under the Action and the Agreement until such time as the parties' obligations under this Agreement have been fully performed.
 - f. The City shall cause to be recorded all instruments necessary to remove the City's lis pendens encumbering each Parcel as soon as is reasonably practicable following the City's conveyance of each Parcel in accordance with Sections 1(a)-(d), above.

- g. Effective on the conveyance of each Parcel, the City hereby assigns to the Reynolds Parties, without recourse or warranty, any and all rights to tangible and intangible personal property arising out of or used in connection with such Parcel.
- h. The City shall install, at its sole cost and expense, those improvements and utilities within the time frames all as more particularly described on Exhibit F attached hereto. In addition, the City shall, at the Reynolds Parties' sole cost and expense, install those additional improvements and utilities requested by the Reynolds Parties within the time frames all as more particularly described on Exhibits F-1 through F-4, F-6 and F-7, attached hereto.
- i. If, at any time following execution of this Agreement, the Reynolds Parties, or any one of the Reynolds Parties, initiate the process of abandonment of the existing East Stockton Boulevard spanning from Grant Line Road to the new East Stockton Boulevard, the City will assist the Reynolds Parties with the application process. The Reynolds Parties shall be responsible for processing the application and any associated fees.
- j. Nothing in this Agreement shall affect the opportunity of the Reynolds Parties or EGV to apply for and process applications for rezoning of the Subject Property or the Parcels for commercial or other uses as they may deem advisable, including entitlements necessary to effect such uses.

2. Consideration to the City.

Following the delivery by the City to the Reynolds Parties of an executed copy of this Agreement, the Reynolds Parties shall:

- a. Concurrently with the City's conveyance of the DFX Parcel and Singh Parcel to EGV in accordance with the terms of this Agreement, the Reynolds Parties shall convey to the City all of the property owned by the Reynolds Parties and subject to the Action plus and/or including all rights underlying the existing UP easement within the remnant parcel and the underlying fee interest in the existing CMD Court as set forth in the legal descriptions and plat maps attached to Exhibit A and Exhibit A-1 (the "Reynolds Parcels"). The portion of the Reynolds Parcels that are subject to the Action shall be conveyed to the City pursuant to documents substantially in the form of the Stipulation for Judgment, Judgment, and Final Order of Condemnation attached hereto collectively as Exhibit G. The property described and depicted in Exhibit A-1 shall be conveyed pursuant to the grant deed attached hereto as Exhibit G-1.
- b. Concurrently with the City's conveyance of the DFX Parcel and Singh Parcel to EGV, the Reynolds Parties shall file with the Sacramento County Superior Court the Disclaimers attached hereto as Exhibit G-2.
- c. Concurrently with the City's conveyance of the DFX Parcel and Singh Parcel to EGV, the Reynolds Parties shall deposit \$858,763 into escrow (the "Escrow

Funds”). The Escrow Funds shall be released to the City in the following respective amounts upon the closing of each such respective Parcel:

Conveyance of BP Large Parcel: \$368,875

Conveyance of Bode Parcel: \$489,888

The Reynolds Parties shall receive all accrued interest on the Escrow Funds concurrently with the closing of each Parcel.

- d. Concurrently with the City’s conveyance of the DFX Parcel and Singh Parcel to EGV, the Reynolds Parties will file a disclaimer attached hereto as Exhibit G-3, pursuant to Code of Civil Procedure Section 1250.325, of any interest in the compensation that may be awarded in that action entitled City of Elk Grove v. Hershey Land Company Grantline Road, LLC et. al., Case No. 05AS04334. The parties agree that the disclaimer is not intended to in any manner affect those benefits running in favor of the Subject Property pursuant to the First Amended and Restated Declaration of Covenants, Conditions, Easements, and Restrictions recorded in the Official Records of Sacramento County at Book 910830, Page 1720, including, but not limited to, an easement for parking, surface drainage, and ingress and egress, and any other rights at law or equity that the Reynolds Parties may possess with respect to the Hershey Land Company Grant Line Road, LLC property.

3. Additional Covenants of the Parties.

- a. Each of the parcels referred to in this Agreement shall be individually referred to as a “Parcel” and collectively as the “Parcels”. Except as otherwise set forth herein, the parties shall acquire the Parcels in their “AS-IS, WHERE IS” condition, solely in reliance on their own investigations.
- b. The parties shall convey marketable fee title to each Parcel free of any monetary liens and encumbrances except for the lien of current real estate taxes and assessments and title exceptions referenced above.
- c. All escrow fees shall be split between the parties. The party acquiring title to a Parcel shall bear the cost of title insurance for such Parcel. The parties shall execute such escrow instructions as may be necessary to give effect to the terms of this Agreement; provided, however, in the event of any conflict between the terms of such escrow instructions and this Agreement, the terms and conditions of this Agreement shall control.
- d. The parties understand that there are no brokers involved in this transaction, that no brokerage fee shall be payable and that each party shall indemnify the other against any claim for a broker’s fee arising out of the indemnifying party’s actions.
- e. The parties shall open one or more escrows for the conveyance of the Parcels with:

First American Title Insurance Company
3721 Douglas Blvd., Suite 151
Roseville, CA 94661
Attn: Ms. Diana Bannon
Telephone: (916) 677-8013
Facsimile: (916) 677-8010

- f. The City shall use its good faith efforts to conclude, as soon as is reasonably possible, at the City's sole cost and expense, the condemnation actions and/or the settlements for the acquisition of the Bode Parcel and BP Large Parcel.
- g. If the City is unable as a matter of law to convey the BP Large Parcel or the Bode Parcel by December 31, 2008 then the Reynolds Parties may elect, in their sole discretion, not to acquire one or both such Parcels, in which event the City shall cause escrow to refund to the Reynolds Parties the amount that was to be released upon conveyance of each such Parcel, together with all interest accrued thereon, and the City's obligations with respect to such Parcel for which the Reynolds Parties has received a refund shall cease. The Reynolds Parties agree that they shall not claim and shall not be entitled to any type of additional compensation or damages with respect to any Parcel for which the Reynolds Parties receives a refund.
- h. The City shall use its good faith efforts to pursue the Project to completion.
- i. The City shall enter into that certain agreement regarding removal of underground storage tanks and contamination (the "Environmental Indemnity Agreement") with BP West Coast Products, LLC ("BP Arco") in the form and content similar to that attached hereto as Exhibit H. The final Environmental Indemnity Agreement shall require the consent of the Reynolds Parties, which consent shall not be unreasonably withheld, conditioned, or delayed. The City shall not allow BP Arco to place any restrictions on the City's rights to assign the benefits of the Environmental Indemnity Agreement to any third party, including EGV. Further, the City shall, concurrently with the conveyance of the BP Large Parcel to EGV, assign to EGV, in a commercially reasonable form, a nonexclusive right to enforce the City's rights under said Environmental Indemnity Agreement. Prior to conveyance of the BP Large Parcel, the City shall use its good faith efforts to enforce the terms of the Environmental Indemnity Agreement for the benefit of the Reynolds Parties. Notwithstanding anything contained herein to the contrary, the City shall retain and be solely responsible for the reimbursement obligations for the "Removal Work", as defined in the Environmental Indemnity Agreement, as currently set forth in Section 5 thereof.
- j. Intentionally Deleted.
- k. The City shall not agree to release the owners of any of the Parcels or any other responsible party from any environmental liability without the Reynolds Parties' prior written consent, which may be withheld in their sole and absolute discretion.

- l. Prior to the conveyance of each Parcel as contemplated in this Agreement, the parties shall not convey, encumber, or lease any interest in the Parcels to any third party.
 - m. Except as provided herein below, the City shall convey the Parcels free of all tenants and third party rights of occupancy, unless such third party rights of occupancy are specifically listed as exceptions to title pursuant to the terms of this Agreement. If any improvements remain on the Singh Parcel, Bode Parcel, BP Large Parcel or DFX Parcel at the time such Parcel/s are conveyed to EGV, the City shall remove said improvements before August 31, 2008 or the filing of the Notice of Completion of construction of the Grant Line Rd/Interstate 99 Project with the City Clerk, whichever occurs first. If necessary, the Reynolds Parties shall provide access to the City and its contractors for the removal of any improvements remaining on the Parcels following conveyance.
 - n. The City shall hold the Reynolds Parties harmless from any legal obligations the City has to provide relocation assistance/benefits to the owners and/or occupants of the Parcels pursuant to Government Code section 7260.
4. Mutual Release of Claims. The City and the Reynolds Parties hereby acknowledge the adequacy and reasonableness of the consideration set forth herein above and do hereby mutually release each other, but only with respect to the matters set forth in Recital D above (as the parties have other business in the City), and the objects of this Agreement to settle the Action and to affect the property exchanges and purchases set forth herein, as follows:
- a. Upon the Reynolds Parties' completion of the performance of their obligations under this Agreement, the City, for itself and its respective officers, directors, shareholders, employees, partners, agents, successors, heirs and assigns, does hereby release the Reynolds Parties and each of their respective employees, agents, officers, directors, shareholders, partners, attorneys, representatives, subsidiaries, and affiliates, and each of them, and each and all of their respective successors, personal representatives, heirs and assigns, jointly and severally, of and from any and all claims, obligations, liabilities, actions and causes of action of any nature whatsoever, whether accrued or unaccrued, and whether known or unknown, that the City may have against them or any of them, whether in the past, at present or in the future, arising out of, connected with, or relating to the Action.
 - b. Upon the City's completion of the performance of its obligations under this Agreement, the Reynolds Parties for themselves and their respective officers, directors, shareholders, employees, partners, agents, successors, heirs and assigns, does hereby release the City, its employees, agents, officers, shareholders, directors, partners, attorneys, representatives, subsidiaries, and affiliates, and each of them, and each and all of their respective successors, personal representatives, heirs and assigns, jointly and severally, of and from any and all claims, obligations, liabilities, actions and causes of action of any

nature whatsoever, whether accrued or unaccrued, and whether known or unknown, that the Reynolds Parties may have against the City or any of them, whether in the past, at present or in the future, arising out of, connected with, or relating to the matters referred to in the Action.

5. Waiver of California Civil Code Section 1542. The Reynolds Parties and the City, upon advice of their respective counsel, hereby expressly waive all rights which they have or may hereafter claim to have that any claim, demand, obligation and/or cause of action arising out of or relating to the Action has, through ignorance, oversight, or error, been omitted from the terms of this Agreement, including, but not limited to, any right to costs or attorneys' fees, and hereby further expressly waive all rights they may have, or claim to have, under the provisions of California Civil Code Section 1542, or equivalent law of any other state, territory or jurisdiction, with respect to the matters referred to in the Action only, which Section provides:

A GENERAL RELEASE DOES NOT
EXTEND TO CLAIMS WHICH THE
CREDITOR DOES NOT KNOW OR
SUSPECT TO EXIST IN HIS FAVOR AT
THE TIME OF EXECUTING THE
RELEASE, WHICH IF KNOWN BY HIM
MUST HAVE MATERIALLY AFFECTED
HIS SETTLEMENT WITH THE DEBTOR.

As further consideration for the release set forth in Section 4 above, the Reynolds Parties and the City represent and warrant to the other that there currently exists no claim, cause of action, obligation, loss, liability or indemnity of any kind, including, without limitation, all costs, expenses and attorneys' fees in connection therewith, whether based on contract, tort, statutory or other legal or equitable theory of recovery, whether known or unknown, which the Reynolds Parties, on the one hand, has, or claims to have, against the City, on the other, or vice-versa, other than those potential claims arising out of or relating to the matters referred to in the Recitals above.

6. Non-assignment of Released Claims. Except as otherwise provided in this Agreement, the Reynolds Parties and the City represent and warrant to the other that each has not sold, assigned, transferred, conveyed or purported to sell, assign, transfer or convey any cause of action, claim, demand, debt, liability, account or obligation herein released to anyone, including, without limitation, any sale, assignment, transfer, conveyance or purported sale, assignment, transfer or conveyance of the matters referred to in the Recitals above. The Reynolds Parties and the City hereby agree to indemnify, defend and hold harmless the released party or parties from any claim, including, without limitation, all attorneys' fees and litigation costs incurred in defending any claim sold, assigned, transferred or conveyed in breach of the foregoing representation and warranty.
7. Settlement Not an Admission. The parties hereto acknowledge that by this Agreement they are settling and compromising all of the potential claims and disputes between the Reynolds Parties and the City arising out of or relating to the Action. Settlement of the above-described potential claims and disputes, including all negotiations leading to the

settlement, the payment of consideration therefor, the contents of this Agreement and any documents executed in connection herewith are not intended to constitute and shall not constitute any admission or concession of any kind by the Reynolds Parties and the City as to such potential claims or disputes. This Agreement, and all negotiations associated with it, are intended to effect a compromise that is subject to the protections of Evidence Code §1152.

8. Cooperation in Exchange. The City shall cooperate with the Reynolds Parties in effecting a tax deferred exchange pursuant to Section 1031 of the Internal Revenue Code of 1986 provided the City shall not assume any additional cost or liability thereby. The Closing shall not be contingent upon RFT's effective consummation of an exchange.
9. Authority to Execute Agreement. Each individual signing this Agreement represents and warrants that he or she has full authority to execute the same on behalf of the party on whose behalf he or she so signs, and that he or she is acting within the scope of his authority. Each individual signing this Agreement agrees to indemnify and hold harmless the other party for loss, damage, liability, cost or expense (including reasonable attorney's fees) arising out of any claims made by anyone that such authority to sign this Agreement does not exist.
10. Advice of Counsel. Each of the parties hereto has received the advice of independent legal counsel prior to signing this Agreement. Each of the parties hereto acknowledges that no other party or agent or attorney of any other party has made a promise, representation, or warranty whatsoever, express or implied, not contained herein concerning the subject matter herein to induce the other party to execute this Agreement.
11. Successors and Assigns. This Agreement shall be binding and inure to the benefit of the respective successors, assigns, and legal representatives of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any person other than the parties hereto or their respective successors, heirs and assigns, any rights or benefits under or by reason of this Agreement.
12. Entire Agreement. It is expressly understood and agreed that this Agreement contains the entire agreement and understanding concerning the subject matter thereof, and supersedes and replaces all prior negotiations and agreements between the Reynolds Parties and the City, whether written or oral. It is expressly understood and agreed that there have been no promises, agreements, warranties or inducements, not herein expressed. The parties hereto acknowledge that they have read this Agreement and have executed it without relying upon any statements, representations, or warranties, whether written or oral, not expressly set forth herein.
13. Waiver, Modification and Amendment. No provision herein may be waived unless in writing and signed by the party whose rights are thereby waived. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein. This Agreement may be modified or amended only by written agreement executed by all the parties hereto.

14. Attorneys' Fees. In the event that there should be any litigation arising out of the subject matter hereof to enforce or interpret this Agreement, the parties agree that the prevailing party or parties shall be entitled to recover reasonable attorneys' fees and costs incurred in said action through and including any appeal.
15. Governing Law. All questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereto shall be governed by the laws of the State of California.
16. Specific Performance. The parties acknowledge that it will be impossible to measure in money the damage to them caused by any failure to convey the properties described in Sections 1 and 2, and that in the event of any such failure, the injured party will not have an adequate remedy at law or in damages. Therefore, the parties agree that the appropriate remedy for any failure to convey a Parcel pursuant to the terms of this Agreement shall be specific performance, injunction, or other equitable remedy, and the parties agree to waive the defense of availability of damages and the requirement of a bond or other security. This Section shall not apply to any Parcel that the Reynolds Parties elect not to acquire pursuant to Section 3(g) or if the City is unable as a matter of law to convey a Parcel pursuant to Section 3(g).
17. Survival of Representations and Warranties. The representations and warranties contained in this Agreement are deemed to survive the date of execution hereof.
18. Effect of Partial Invalidity. If any clause or provision herein contained shall be adjudged or otherwise determined invalid, the same shall not affect the validity of any other clause or provision of this Agreement, or constitute any cause of action in favor of any party against another.
19. Further Assurances. The parties shall at their own cost and expense execute and deliver such further documents and instruments, including, but not limited to, escrow instructions, and shall take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement.
20. Captions. Sections, titles and captions contained in this Agreement are inserted only as a matter of convenience and for reference and shall in no way be construed to define, limit or extend the scope of this Agreement or the intent of any of its provisions.
21. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement in which a definite time for performance is specified; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period provided for in this Agreement.
22. Execution and Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall not be effective until the execution and delivery between each of the parties of at least one set of counterparts. The parties authorize each other to detach and combine original signature pages and consolidate them into a single identical original. Any one of such completely executed counterparts shall be sufficient proof of this Agreement.

23. Contingent on City Council's Approval. The Reynolds Parties understand and acknowledge that this Agreement is subject to approval by the City Council of the City, and that it cannot be fully performed by the City unless and until such approval has been duly and regularly made. The terms, conditions, and covenants set forth herein are all made expressly contingent upon approval by the City Council. In the event this Agreement is not approved, neither party shall be obligated to perform and is released and discharged by the other from any and all obligations hereunder.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Reynolds Parties:

Marina Square Partners, L.P., a California limited partnership

By: JQR Development Corporation, a California corporation, General Partner

By: [Signature]
Jon Q. Reynolds, President

By: [Signature]
Dana G. Parry, Vice President and Assistant Secretary

[Signature]
Jon Q. Reynolds, Trustee of the Jon Q. Reynolds and Ann S. Reynolds Family Trust dated 12/23/92

[Signature]
Drew W. Mickel

[Signature]
Dana G. Parry, Trustee of the Dana and Meredith Parry Family Trust dated 4/3/01

Elk Grove Partners, LLC, a California limited liability company

By: [Signature]

Its: Member

The City:

The City of Elk Grove, a municipal corporation

By: _____
John H. Danielson, City Manager

Recommended for Approval:

By: [Signature]
Julie Cline, Real Property Manager

Approved as to Form:

By: [Signature]
Anthony Manzanetti, City Attorney

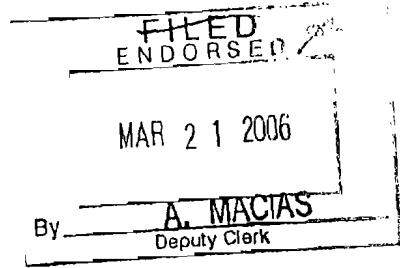
Attest:

By: _____
Peggy Jackson, City Clerk

EXHIBIT A

1 JOHN H. ERICKSON, No. 43996
 ALICE M. BEASLEY, No. 56523
 2 ALLISON D. DANIELS, No. 146126
 CLAUDIA J. GORHAM, No. 142344
 3 ERICKSON, BEASLEY, HEWITT & WILSON LLP
 483 Ninth Street, Suite 200
 4 Oakland, California 94607
 Telephone: (510) 839-3448; Fax: (510) 839-1622

5 Attorneys for Plaintiff
 6 City of Elk Grove



Public Entity: Exempt from filing fees pursuant to Gov. Code §6103

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
 9 COUNTY OF SACRAMENTO

11 CITY OF ELK GROVE,)
 12 Plaintiff,)
 13 v.)
 14 MARTIN L. FELETTO, an individual;)
 MARVIN L. OATES, individually and as)
 15 Co-Trustee of the Marvin L. Oates Trust;)
 PHILLIP D. OATES, an individual;)
 16 COUNTY OF SACRAMENTO, a political)
 subdivision of the State of California;)
 17 SOUTHWEST GRADING, INC., a California)
 corporation;)
 18 SACRAMENTO COUNTY WATER)
 AGENCY, a political subdivision of the)
 19 State of California;)
 HERSHEY LAND COMPANY, a)
 20 California general partnership;)
 O.K. AND B., a California general)
 21 partnership;)
 SOUTHERN PACIFIC TRANSPORTATION)
 22 CO., a Delaware corporation;)
 SOUTHERN PACIFIC COMPANY;)
 23 All persons unknown claiming an interest in)
 the property, and)
 24 DOES 1 through 50, inclusive,)
 25 Defendants.)

Case No. 05AS04339
 Assessor's Parcel No. 134-0600-41

FIRST AMENDED COMPLAINT

Action Filed: September 28, 2005
 Trial Date: None Set

27 ///
 28 ///

1 Plaintiff complains of defendants and each of them and for cause of action alleges:

2 1. The City of Elk Grove ("the City") is, and at all times mentioned herein, duly
3 authorized and by law vested with the authority to exercise the power of eminent domain to
4 acquire property necessary to carry out any of its powers and functions, including the
5 improvement of streets and highways. Gov. Code §§ 37350.5, 37353, 40401 and 40404; Code
6 Civ. Proc. §§ 1230.010 et seq.; Cal. Const., Art. I, § 19.

7 2. Prior to the commencement of this action, after notice pursuant to Code of Civil
8 Procedure section 1245.235, at a meeting of the City Council, duly and regularly convened on
9 September 14, 2005, the City duly and regularly passed and adopted Resolution No. 2005-281,
10 stating and determining that public interest and necessity require the acquisition of certain real
11 property in fee simple absolute and as a public utility easement, for the construction, operation
12 and maintenance of road improvements located in and around the interchange of Grant Line
13 Road and State Route 99 (hereinafter "Project"). The City found and determined and in said
14 resolution declared:

- 15 (a) The public interest and necessity require the project;
- 16 (b) The project is planned and located in the manner that will be most
17 compatible with the greatest public good and the least private injury;
- 18 (c) The property sought to be acquired is necessary for the project;
- 19 (d) The property described and depicted in Exhibits A and B and identified as
20 Parcel 4-15-24-F is being acquired as a remnant under Code of Civil
21 Procedure section 1240.410; and
- 22 (e) The offer required by Government Code section 7267.2 has been made to
23 the owner or owners of record; and
- 24 (f) The subject property is being acquired for compatible use under Code of
25 Civil Procedure section 1240.510 in that the City of Elk Grove's use of the
26 subject property will not interfere with or impair the continued public use
27 as it now exists or may reasonably be expected to exist in the future, or, in
28 the alternative, for a more necessary public use under Code of Civil

1 Procedure section 1240.610 in that the City's use of the subject property is
2 a more necessary public use than the use to which the subject property is
3 appropriated.

4 3. The real property or interests in real property which the City is authorized to
5 acquire is situated in the City of Elk Grove, County of Sacramento, State of California and are
6 identified as a partial fee simple interest and a permanent public utility easement in property
7 identified as Assessor's Parcel No. 134-0600-041, together with all improvements situated
8 thereon and together with all rights appurtenant thereto, as more particularly indicated in the
9 legal descriptions attached hereto as Exhibits A and A-1, both of which are incorporated herein
10 by this reference (the "Subject Property").

11 4. The parcel described in Exhibit A is to be acquired in fee together with the
12 improvements, if any, situated thereon, and the underlying fee interest appurtenant to such parcel
13 in and to any adjoining streets, alleys, public ways, or railroad rights-of-way.

14 5. The parcel described in Exhibit A and identified as Parcel 4-15-24-F is being
15 acquired as a remnant under Code of Civil Procedure section 1240.410.

16 6. The parcel described in Exhibit A-1 is to be acquired as a public utility easement
17 for the purpose of construction, re-construction, installation, use, repair, rehabilitation and
18 maintenance of public utilities inclusive of water, gas, sewer, drainage pipes, poles, overhead
19 wires and appurtenances thereto, over, across and under the property described in Exhibit A-1.

20 7. Maps portraying the property described in Exhibits A and A-1 and showing the
21 location of the property in relation to the Project for which it is to be acquired are attached hereto
22 respectively as Exhibits B, B-1, and B-2, and incorporated herein by reference.

23 8. The names and capacities of all owners of and all other claimants to the said real
24 property sought to be condemned herein, insofar as are known to plaintiff, and the interests to be
25 taken, are set forth in Exhibit C, attached hereto and by reference made a part hereof. Plaintiff
26 has further set out in Exhibit C, parenthetically, for the convenience of the court and parties and
27 not as allegations by which the plaintiff intends to be bound, opposite the name of each of said
28 defendants, a statement of his, her, or their respective interest or claim of interest in said parcel.

1 9. Plaintiff also names as defendants all persons unknown and claiming an interest
2 | the property described and identified in this complaint.

3 10. Defendants Does One to Fifty, inclusive, have or claim to have an interest in the
4 | property, the exact nature of which is unknown to plaintiff. The true names or capacities,
5 | whether individual, corporate, associate, or otherwise, of defendants Does One to Fifty, inclusive,
6 | are unknown to plaintiff, who therefore sues said defendants by such fictitious names and will
7 | ask leave to amend this complaint to show their true names and capacities when ascertained.

8 WHEREFORE, plaintiff prays judgment that:

9 (1) That said property be condemned to plaintiff's use as described herein for
10 | the purposes set forth in said Resolution;

11 (2) The defendants be required to set forth the nature of their title, interest,
12 | and claim in and to the lands herein sought to be condemned, and that the same be
13 | determined by this court and condemned to plaintiff's use;

14 (3) Just compensation for such taking and any damages or benefits incidental
15 | thereto be ascertained and assessed;

16 (4) The reasonable value of all liens and encumbrances, if any, against the
17 | parcels of property sought to be condemned be ascertained, deducted from said judgment,
18 | and be ordered paid to the persons thereunto entitled;

19 (5) Plaintiff have an order for immediate possession of said property and
20 | property interests; and

21 (6) The court award such other and further relief as it may deem proper.

22 |

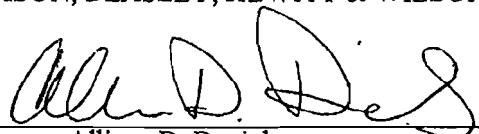
23 Dated: February 6, 2005

ERICKSON, BEASLEY, HEWITT & WILSON LLP

24

25 |

By



Allison D. Daniels

26

27

Attorneys for Plaintiff
City of Elk Grove

28

Q:\Blk Grove\Route 99 Grant Line IC 1284\Oates Feletto 1365\Fld\FAC.wpd

Exhibit A

Exhibit 'A' Page 1 of 2

City Parcels 04-15-24-A, -B
In or near APN 134-0600-041

Located in the City of Elk Grove, County of Sacramento, State of California, being a part of Parcel 3 of the Parcel Map filed August 19, 1991, in Book 125 of Parcel Maps at Page 25, Records of Sacramento County, lying within the Lot Line Adjustment Resultant Parcel 3 described in the Boundary Line Adjustment recorded April 2, 2004 in Book 20040402 Page 1408, Official Records of Sacramento County, and more particularly described as follows:

BEGINNING at the easterly corner of said Resultant Parcel 3, on the centerline of CMD Court as shown on said Parcel Map; thence along the southeasterly boundary line of said Resultant Parcel 3, South49°11'07"West a distance of 14.315 meters; thence along a non-tangent curve to the right having a radius of 101.743 meters, a chord bearing North58°51'17"West 10.130 meters, through a central angle of 5°42'26" an arc length of 10.134 meters to a point of compound curvature; thence along a tangent curve to the right having a radius of 136.363 meters, a chord bearing North51°41'54"West 20.462 meters, through a central angle of 8°36'21" an arc length of 20.482 meters to a point of tangency; thence North47°23'43"West a distance of 76.577 meters to a point of curvature; thence along a tangent curve to the left, having a radius of 144.628 meters, a chord bearing North66°54'07"West 96.587 meters, through a central angle of 39°00'48" an arc length of 98.479 meters to the northwesterly boundary line of said Resultant Parcel 3; thence along last said line, North49°12'24"East a distance of 28.101 meters to a curve concentric with the curve above having a radius of 144.628 meters; thence along said concentric curve, along a curve to the right having a radius of 165.507 meters, a chord bearing South63°25'02"East, through a central angle of 32d02'38" and arc length of 92.563 meters to a point of tangency on a line parallel with and distant 20.879 meters northeasterly, measured at right angles, from the course above having a length of 76.577 meters; thence along said parallel line, South47°23'43"East a distance of 43.696 meters to the northeasterly boundary line of said Resultant Parcel 3, distant thereon 127.738 meters from the most northerly corner of said Resultant Parcel 3; thence along last said line the following 3 courses: 1) South40°47'36"East a distance of 40.123 meters; thence 2) South48°41'31"East a distance of 16.459 meters; thence 3) along a non-tangent curve to the left having a radius of 106.679 meters, a chord bearing South54°55'59"East 8.617 meters, through a central angle of 4°37'44" an arc length of 8.619 meters to the **POINT OF BEGINNING**.

Containing an area of 0.40082 hectares (43,144 square feet or 0.9904 acres), more or less.

EXCEPTING THEREFROM all that portion thereof lying below a depth of 500 feet, measured vertically, from the contour of the surface of said property, without 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 excepted in Deeds from Southern Pacific Industrial Development Company, recorded in Book 800825 Page 1165, Official Records of

Exhibit 'A' Page 2 of 2

City Parcels 04-15-24-A, -B
In or near APN 134-0600-041

Sacramento County, and in Book 830428 Page 236, Official Records of Sacramento County.

The bearings and distances used in the above description are based upon the California Coordinate System of 1983, Zone 2. Divide the above distances by 0.99999 to obtain ground level distances. To convert meters to U.S. survey feet, multiply the distance by 3937/1200. To convert hectares to acres, multiply hectares by 2.471±.

This real property description has been prepared at Mark Thomas & Co. Inc., by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

Daniel H. Thorpe
Daniel H. Thorpe
Professional Land Surveyor
California No. 6455



March 23, 2005
Date

EXHIBIT 'A' Page 1 of 1

City Parcel 04-15-24-F
In APN 134-0600-041

Located in the City of Elk Grove, County of Sacramento, State of California, being a part of Parcel 3 of the Parcel Map filed August 19, 1991, in Book 125 of Parcel Maps at Page 25, Records of Sacramento County, lying within the Lot Line Adjustment Resultant Parcel 3 described in the Boundary Line Adjustment recorded April 2, 2004 in Book 20040402 Page 1408, Official Records of Sacramento County, and more particularly described as follows:

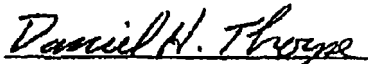
BEGINNING at the northerly corner of said Resultant Parcel 3; thence along the northeasterly line of said Resultant Parcel 3, South40°47'36"East a distance of 127.738 meters; thence North47°23'43"West a distance of 43.696 meters to a point of curvature; thence along a tangent curve to the left having a radius of 165.507 meters, a chord bearing North63°25'02"West 91.361 meters, through a central angle of 32°02'38" an arc length of 92.563 meters to the northwesterly line of said Resultant Parcel 3; thence along last said line, North49°12'24"East a distance of 40.169 meters to the **POINT OF BEGINNING**.

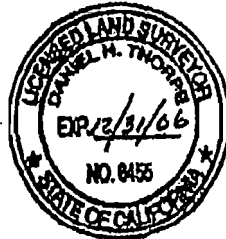
Containing an area of 0.16215 hectares (17,454 square feet or 0.4007 acres), more or less.

EXCEPTING THEREFROM all that portion thereof lying below a depth of 500 feet, measured vertically, from the contour of the surface of said property, without 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 excepted in Deeds from Southern Pacific Industrial Development Company, recorded in Book 800825 Page 1165, Official Records of Sacramento County, and in Book 830428 Page 236, Official Records of Sacramento County.

The bearings and distances used in the above description are based upon the California Coordinate System of 1983, Zone 2. Divide the above distances by 0.99999 to obtain ground level distances. To convert meters to U.S. survey feet, multiply the distance by 3937/1200. To convert hectares to acres, multiply hectares by 2.471±.

This real property description has been prepared at Mark Thomas & Co. Inc., by me, or under my direction, in conformance with the Professional Land Surveyor's Act.


Daniel H. Thorpe
Professional Land Surveyor
California No. 6455



March 23, 2005
Date

Exhibit A-1

Exhibit 'A-1' Page 1 of 3

City Parcels 04-15-24-C, & -D
In APN 134-0600-041

Located in the City of Elk Grove, County of Sacramento, State of California, being a part of Parcel 3 of the Parcel Map filed August 19, 1991, in Book 125 of Parcel Maps at Page 25, Records of Sacramento County, being 3.810 meter wide strips of land within the Lot Line Adjustment Resultant Parcel 3 described in the Boundary Line Adjustment recorded April 2, 2004 in Book 20040402 Page 1408, Official Records of Sacramento County, and more particularly described as follows:

04-15-24-C

COMMENCING at the northerly corner of said Resultant Parcel 3; thence along the easterly boundary line of said Resultant Parcel 3 the following 2 courses: 1) South40°47'36"East a distance of 167.861 meters to the northwesterly right of way line of the cul-de-sac at the northwesterly terminus of CMD Court as shown on said Parcel Map; 2) thence South48°41'31"East a distance of 16.459 meters to the center of said cul-de-sac; thence South79°39'37"West 20.269 meters to the **POINT OF BEGINNING** on the westerly line of the 12.5 feet wide Public Utility Easement adjoining said CMD Court as shown on said Parcel Map; thence along last said line, along a non-tangent curve to the left, having a radius of 20.269 meters, a chord bearing South20°15'20"East 6.981 meters, through a central angle of 19°49'53" an arc length of 7.016 meters; thence along a non-tangent curve to the right having a radius of 140.173 meters, a chord bearing North50°58'00"West 17.463 meters, through a central angle of 7°08'34" an arc length of 17.475 meters to a point of tangency; thence North47°23'43"West a distance of 76.577 meters to a point of curvature; thence along a tangent curve to the left having a radius of 140.818 meters, a chord bearing North67°42'20"West 97.757 meters, through a central angle of 40°37'14" an arc length of 99.834 meters to the northwesterly boundary line said Resultant Parcel 3; thence along last said line North49°12'24"East a distance of 5.526 meters; thence along a non-tangent curve to the right, having a radius of 144.628 meters, a chord bearing South66°54'07"East 96.587 meters, through a central angle of 39°00'48" an arc length of 98.479 meters to a point of tangency; thence South47°23'43"East a distance of 76.577 meters to a point of curvature; thence along a tangent curve to the left having a radius of 136.363 meters, a chord bearing South49°45'17"East 11.227 meters, through a central angle of 4°43'07" an arc length of 11.230 meters to the **POINT OF BEGINNING**.

Containing an area of 0.07229 hectares (7,781 square feet or 0.1786 acres), more or less.

04-15-24-D

COMMENCING at the northerly corner of said Resultant Parcel 3; thence along the northeasterly boundary line of said Resultant Parcel 3 the following 2 courses: 1) South40°47'36"East a distance of 94.600 meters to the **POINT OF BEGINNING**; thence 2) , South40°47'36"East a distance of 33.138 meters; thence North47°23'43"West a distance of 43.696 meters to a point of curvature; thence along a tangent curve to the left having a radius of 165.507 meters, a chord bearing North63°25'02"West 91.361 meters, through a central angle of 32°02'38" an arc length of 92.563 meters to the

Exhibit 'A-I' Page 2 of 3

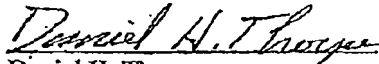
City Parcels 04-15-24-C, & -D
In APN 134-0600-041

northwesterly boundary line of said Resultant Parcel 3; thence along last said line, North49°12'24"East a distance of 4.844 meters; thence along a non-tangent curve to the right having a radius of 169.317 meters, a chord bearing South62°54'20"East 90.553 meters, through a central angle of 31°01'13" an arc length of 91.669 meters to a point of tangency; thence South47°23'43"East a distance of 10.778 meters to the POINT OF BEGINNING.

Containing an area of 0.04547 hectares (4,894 square feet or 0.1124 acres), more or less.

The bearings and distances used in the above descriptions are based upon the California Coordinate System of 1983, Zone 2. Divide the above distances by 0.99999 to obtain ground level distances. To convert meters to U.S. survey feet, multiply the distance by 3937/1200. To convert hectares to acres, multiply hectares by 2.471±.

This real property description has been prepared at Mark Thomas & Co. Inc., by me, or under my direction, in conformance with the Professional Land Surveyor's Act.


Daniel H. Thorpe
Professional Land Surveyor
California No. 6455



March 23, 2005
Date

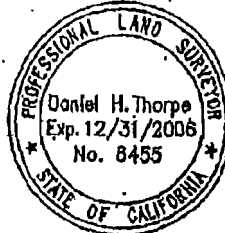
Exhibit 'A-1' Page 3 of 3

Public Utility Easement

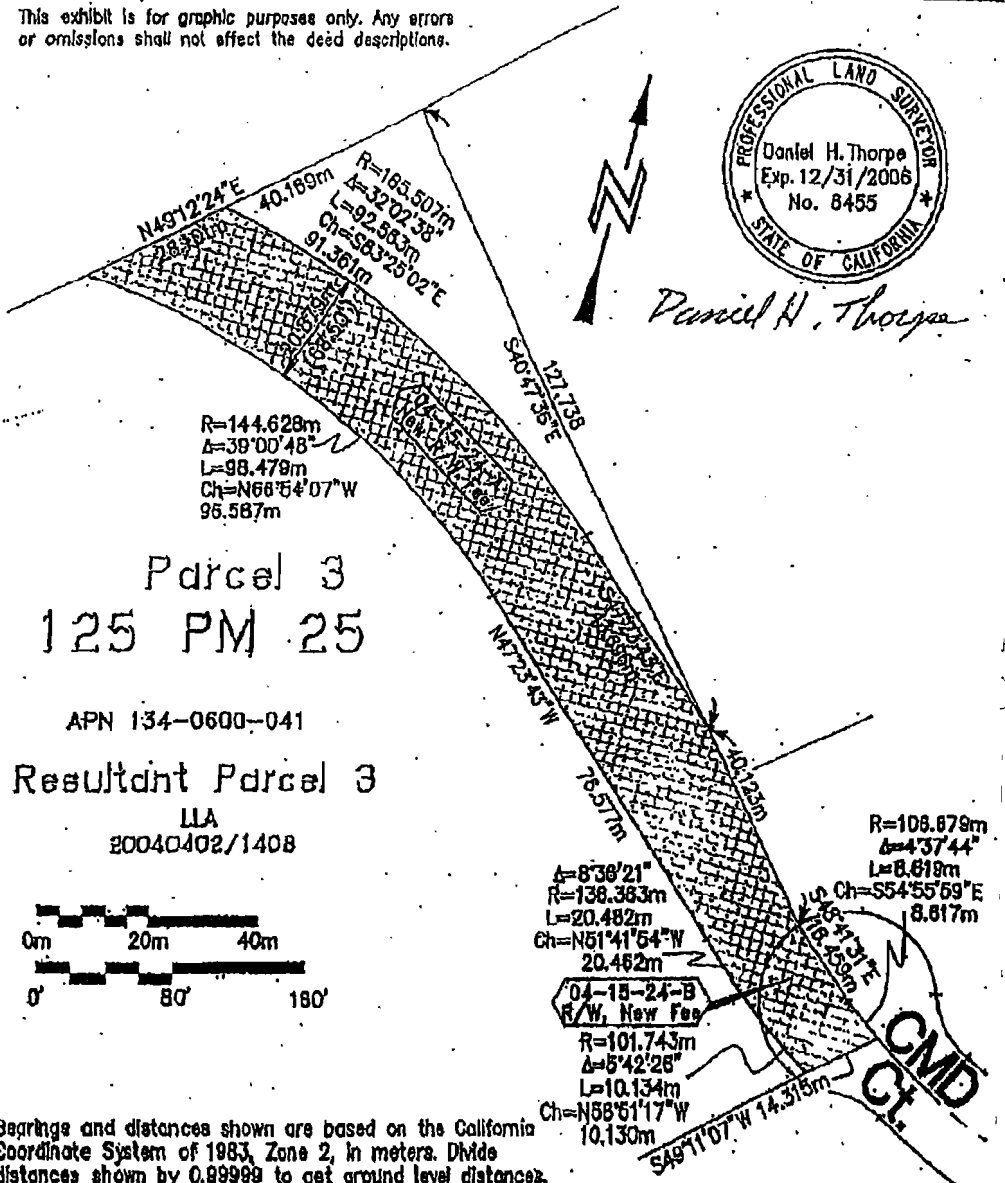
The purpose of the Public Utility Easement is for construction, re-construction, installation, use, repair, rehabilitation and maintenance of public utilities inclusive of water, gas, sewer, drainage pipes, poles, overhead wires and appurtenances thereto, over, across, and under all that real property situated in the City of Elk Grove, County of Sacramento, State of California.

Exhibit B

This exhibit is for graphic purposes only. Any errors or omissions shall not effect the deed descriptions.



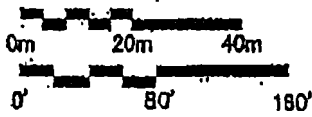
Daniel H. Thorpe



Parcel 3
125 PM 25

APN 134-0600-041

Resultant Parcel 3
LLA
20040402/1408



Bearings and distances shown are based on the California Coordinate System of 1983, Zone 2, in meters. Divide distances shown by 0.99999 to get ground level distances.



IN THE CITY OF ELK GROVE
SACRAMENTO COUNTY, CALIFORNIA
CITY PARCELS 04-15-24-A, -B

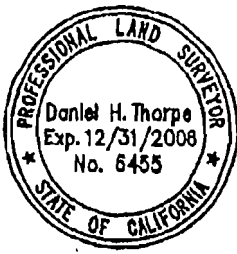
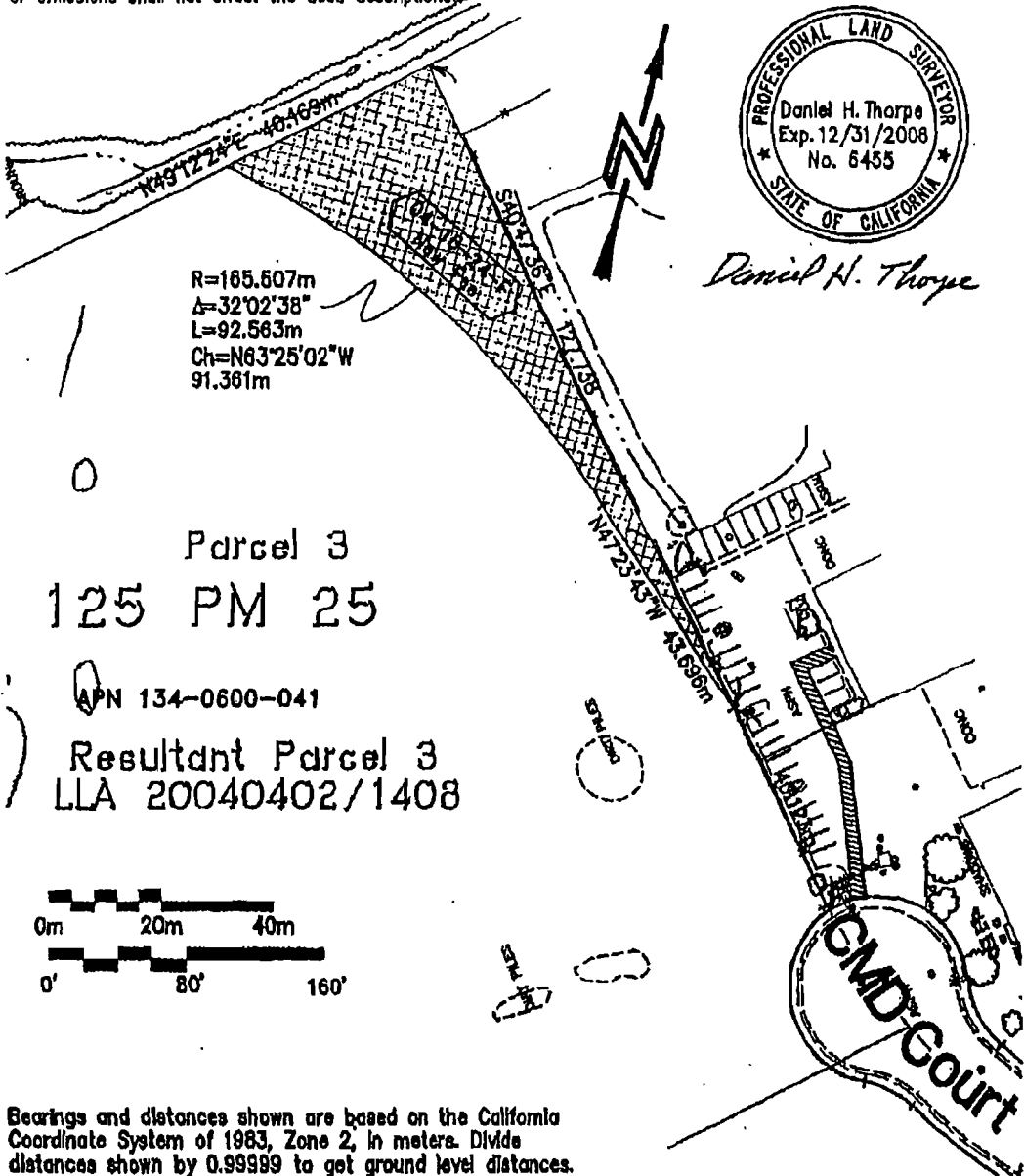


Scale 1 : 1000
Date 23-Mar-2005
Drawn By Stanley
Checked By Thorpe

EXHIBIT B Plat to Accompany Legal Description
Fee Take of 0.40082± hectares
(43,144±sq.ft. or 0.9904±acres) in
APN 134-0600-041

Exhibit B-1

This exhibit is for graphic purposes only. Any errors or omissions shall not affect the deed descriptions.



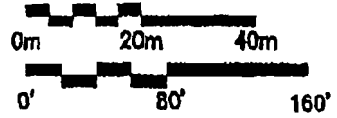
Daniel H. Thorpe

R=185.607m
 $\Delta=32^{\circ}02'38''$
 L=92.563m
 Ch= $N63^{\circ}25'02''W$
 91.361m

Parcel 3
 125 PM 25

APN 134-0600-041

Resultant Parcel 3
 LLA 20040402/1408

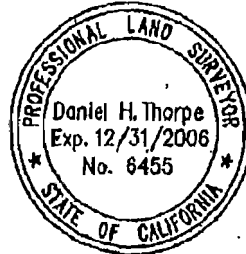


Bearings and distances shown are based on the California Coordinate System of 1983, Zone 2, in meters. Divide distances shown by 0.99999 to get ground level distances.

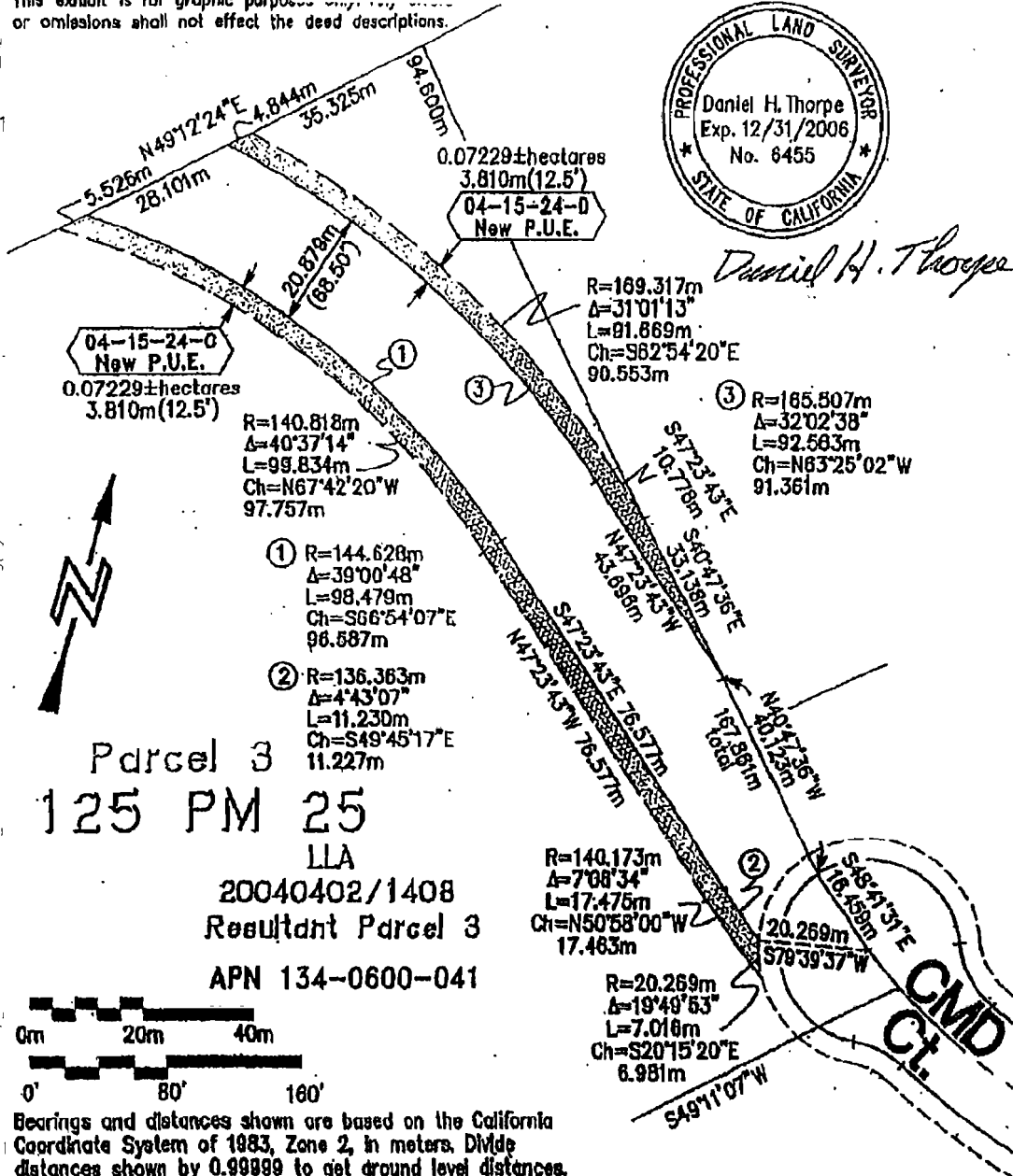
<p>Mark Thomas & Company Inc.</p>	<p>IN THE CITY OF ELK GROVE SACRAMENTO COUNTY, CALIFORNIA CITY PARCEL 04-16-24-F</p>	
<p>Scale 1 : 1000 Date 23-Mar-2005 Drawn By Stanley Checked By Thorpe</p>	<p>EXHIBIT B Plat to Accompany Legal Description Fee Take of 0.16215±hectares (17,454±sq.ft. or 0.4007±acres) in APN 134-0600-041</p>	

Exhibit B-2

This exhibit is for graphic purposes only. Any errors or omissions shall not affect the deed descriptions.



Daniel H. Thorpe



Bearings and distances shown are based on the California Coordinate System of 1983, Zone 2, in meters. Divide distances shown by 0.99999 to get ground level distances.

mt Mark Thomas & Company Inc.

**IN THE CITY OF ELK GROVE
 SACRAMENTO COUNTY, CALIFORNIA
 CITY PARCELS 04-15-24-C & -D**

Scale 1 : 1000
 Date 23-Mar-2005
 By Stanley
 Checked By Thorpe

EXHIBIT B Plat to Accompany Legal Description
 Public Utility Easements totaling 0.11778±hectares
 (12,675±sq.ft. or 0.2910±acres) in
 APN 134-0600-041

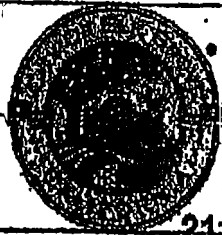


Exhibit C

City of Elk Grove v. Martin L. Feletto, et al.

Exhibit C

<u>Name of Defendant</u>	<u>Interest</u>
MARTIN L. FELETTA	Owner
MARVIN L. OATES	Owner, Lessee
PHILLIP D. OATES	Lessee
COUNTY OF SACRAMENTO	Easement holder
SOUTHWEST GRADING, INC.	Lien holder
SACRAMENTO COUNTY WATER AGENCY	Easement holder
HERSHEY LAND COMPANY	Easement holder
O.K. AND B.	Easement holder
SOUTHERN PACIFIC TRANSPORTATION CO.	Easement holder
SOUTHERN PACIFIC COMPANY	Unknown

Q:\Elk Grove\Route 99 Grant Line IC 1284\Oates Feletto 1365\PIA\Complaint Exh C.wpd

EXHIBIT A-1

EXHIBIT 'A' Page 1 of 1

City Parcel 04-15-24-G
In or near APN 134-0600-041

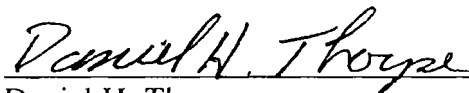
Located in the City of Elk Grove, County of Sacramento, State of California, being a part of Parcel 3 of the Parcel Map filed August 19, 1991, in Book 125 of Parcel Maps at Page 25, Records of Sacramento County, within the Lot Line Adjustment Resultant Parcel 3 described in the Boundary Line Adjustment recorded April 2, 2004 in Book 20040402 Page 1408, Official Records of Sacramento County, and more particularly described as follows:

COMMENCING at the easterly corner of said Resultant Parcel 3, on the centerline of CMD Court as shown on said Parcel Map; thence along the southeasterly boundary of said Resultant Parcel 3 the following 2 courses: 1) South49°11'07"West a distance of 14.315 meters to the **POINT OF BEGINNING**; 2) thence South49°11'07"West a distance of 1.967 meters to the southwesterly right of way of said CMD Court; thence along said right of way, along a non-tangent curve to the right having a radius of 16.459 meters, a chord bearing North49°22'38"West 12.304 meters, through a central angle of 43°53'49" an arc length of 12.610 meters; thence along a curve to the left having a radius of 136.363 meters, a chord bearing South55°27'03"East 2.620 meters, through a central angle of 1°06'03" an arc length of 2.620 meters to a point of compound curvature; thence along a tangent curve to the left having a radius of 101.743 meters, a chord bearing South58°51'17"East 10.130 meters, through a central angle of 5°42'26" an arc length of 10.134 meters to the **POINT OF BEGINNING**.

Containing an area of 0.00202 hectares (217 square feet or 0.0050 acres), more or less.

The bearings and distances used in the above description are based upon the California Coordinate System of 1983, Zone 2. Divide the above distances by 0.99999 to obtain ground level distances. To convert meters to U.S. survey feet, multiply the distance by 3937/1200. To convert hectares to acres, multiply hectares by 2.471±.

This real property description has been prepared at Mark Thomas & Co. Inc., by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

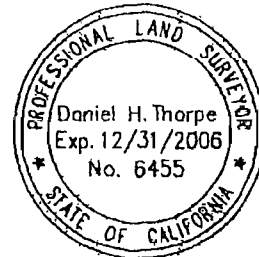
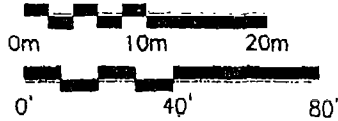
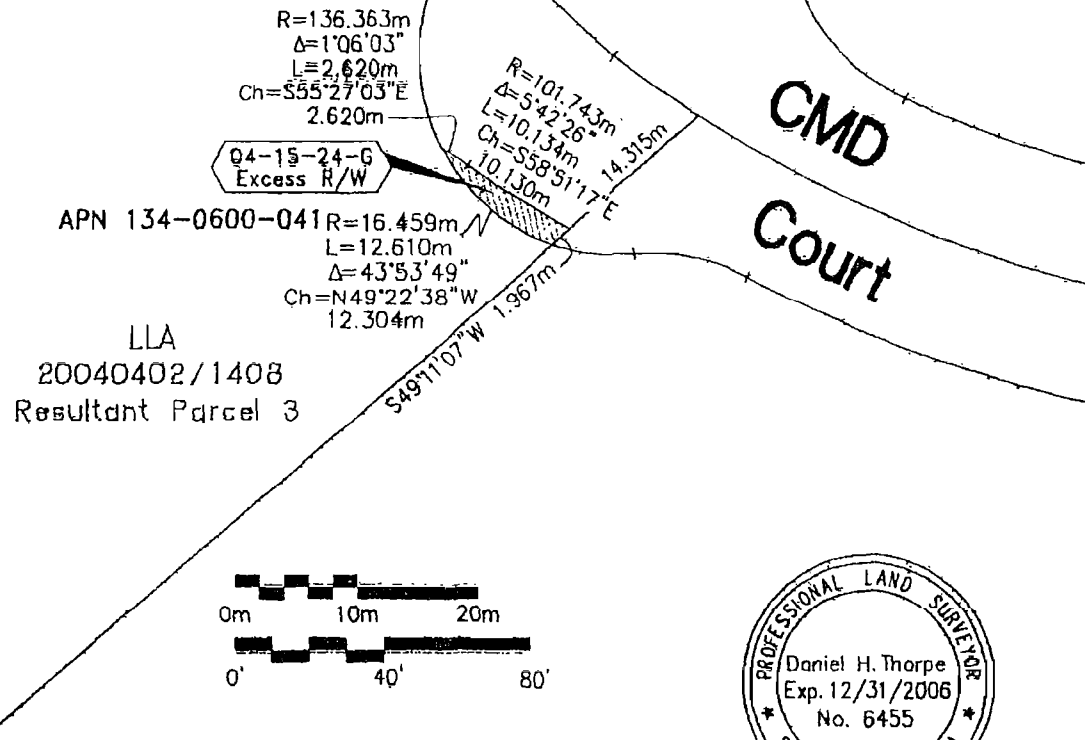

Daniel H. Thorpe
Professional Land Surveyor
California No. 6455



March 23, 2005
Date

This exhibit is for graphic purposes only. Any errors or omissions shall not effect the deed descriptions.

Parcel 3
125 PM 25



Daniel H. Thorpe

Bearings and distances shown are based on the California Coordinate System of 1983, Zone 2, in meters. Divide distances shown by 0.99999 to get ground level distances.



Mark
Thomas &
Company
Inc.

IN THE CITY OF ELK GROVE
SACRAMENTO COUNTY, CALIFORNIA
CITY PARCEL 04-15-24-G



Scale 1 : 1000
Date 23-Mar-2005
Drawn By Stanley
Checked By Thorpe

EXHIBIT B Plat to Accompany Legal Description
Excess R/W of 0.00202±hectares
(217±sq.ft. or 0.0050±acres) in
APN 134-0600-041

EXHIBIT B

NO FEE DOCUMENT

Government Code §6103 & §27383
RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Elk Grove V Partners, LLC
C/o Reynolds and Brown
1200 Concord Avenue
Suite 200
Concord, CA 94520

Attn: Jason F. Lurie

The Above Space For Recorder's Use Only

OK to Accept: _____
Date: _____

Project Name: Grant Line Road State Route 99 IC
Address: East Stockton Boulevard
APN: 134-0600-014

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTIONS 6103 and 27383 OF THE CALIFORNIA GOVERNMENT CODE.

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt and sufficiency is hereby acknowledged, **City of Elk Grove**, a municipal corporation (Grantor), hereby grant to **Elk Grove V Partners, LLC** the following described real property situated in the City of Elk Grove, County of Sacramento, State of California; as described in Exhibit "A" and depicted in Exhibit "B."

Executed this _____ day of _____, 20_____

**CITY OF ELK GROVE
A MUNICIPAL CORPORATION**

By: _____

By: _____

COPY

Mail Tax Statements To:
Same as Above

Exhibit B

Exhibit "A"

Legal Description of Property

Parcel 1:

Parcel A: All that portion of that parcel of land described in that Grant Deed to Orbit Stations, Inc., and recorded in Book 6611-04, Official Records of Sacramento County at page 179, described as follows:

Beginning at a point in the East line of said parcel from which the Northeast corner thereof bears North $0^{\circ} 57' 06''$ West 333.73 feet; thence from the said point of beginning and along said East line South $0^{\circ} 57' 06''$ East 300.00 feet to a point in the Northeast line of the State of California Freeway; thence, leaving said East line North $65^{\circ} 17' 20''$ West 153.48 feet along the said Northeast line of the State of California Freeway; thence, continuing along said Northeast line of the State of California Freeway and along the arc of a 1764.60 foot radius curve which is concave to the Northeast, said arc being subtended by a chord which bears North $62^{\circ} 54' 35''$ West 146.51 feet; thence, leaving said Northeast line of the State of California Freeway North $12^{\circ} 03' 20''$ East 220.01 feet; thence, South $78^{\circ} 06' 50''$ East 223.72 feet to the point of beginning.

Parcel B: And all that portion of that certain parcel of land described in the Grant Deed to Orbit Stations, Inc. and recorded in Book 66-11-04, Official Records, of Sacramento County at page 179, described as follows:

Beginning at a point from which the Northeast corner of said parcel bears the following 3 courses: 1: North $12^{\circ} 03' 20''$ East 70.01 feet, 2: South $78^{\circ} 06' 50''$ East 223.72 feet to the East line of said parcel, and 3: North $0^{\circ} 57' 06''$ West along said East line, 333.73 feet; thence from the said point of beginning North $53^{\circ} 36' 10''$ West 150.00 feet to a point; thence South $31^{\circ} 42' 55''$ West 150.00 feet to a point in the Northeast line of the State of California Freeway; thence, along said Northeast line of the State of California Freeway and the arc of 1764.60 foot radius curve which is concave to the Northeast, said arc being subtended by a chord which bears South $57^{\circ} 16' 55''$ East 200.00 feet; thence, North $12^{\circ} 03' 20''$ East 150.00 feet to the point of beginning.

Excepting therefrom all that portion of land in Deed from DFX Oil Corporation of Gibson Wine Company recorded April 14, 1970 in Book 700414 Page 421 of Official Records thereof

Exhibit "A"

Legal Description of Property

Parcel 2:

Together with a non-exclusive easement for driveway purposes over and across the following described parcel:

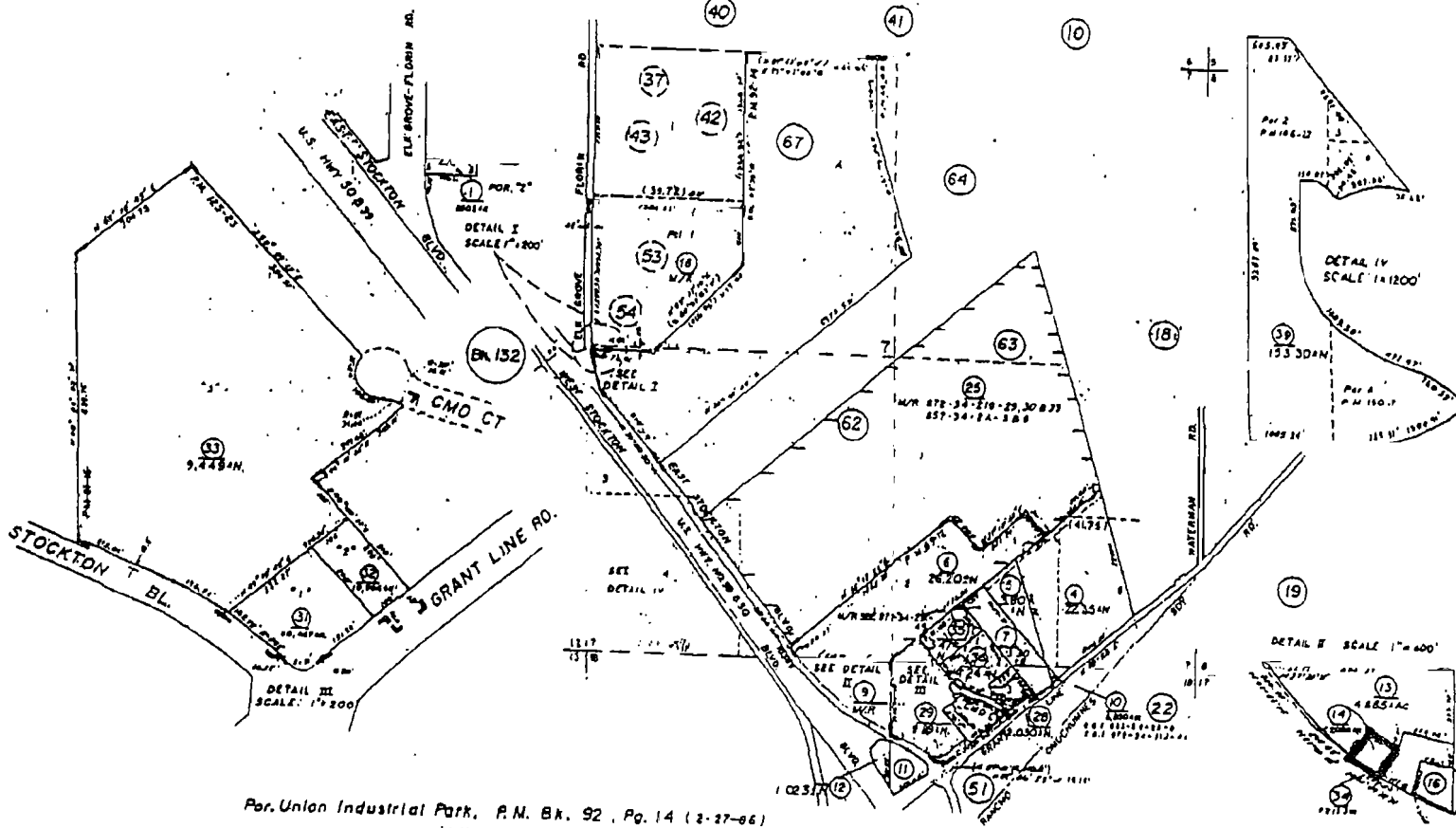
Beginning at the Southwest corner of the hereinabove described parcel of land and running thence North 31° 32' 20" East a distance of 25.00 feet; thence North 56° 28' 10" West 15 feet; thence South 31° 32' 20" West 25.00 feet, more or less, to the Northeast line of the State of California Freeway, thence along said Northeast line and the arc of a curve to the left having a radius of 1764.60 feet a distance of 15 feet, more or less, to the point of beginning.

Assessors Parcel No: 134-0600-014

POR. SEC. 7, 8, 8 1/2, T. 6 N., R. 6 E., M. D. B. 8 M.

Tax Area Code

134-60



Par. Union Industrial Park, P.M. Bk. 92, Pg. 14 (2-27-66)

Valley HI Industrial Park, P.M. Bk. 81, Pg. 16 (8-5-84)

Assessor's Map Bk. 134-Pg. 60
County of Sacramento, Calif.

NOTE—Assessor's Black Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.

FEB 23 2004

Exhibit "B"

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared _____
Name(s) of Signer(s)

personally known to me

(or 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

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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer Is Representing: _____

EXHIBIT B-1

EXHIBIT B-1
Title Exceptions for APN 134-0600-014

1. Current liens for taxes and assessments not then delinquent.
2. Abutter's rights of ingress and egress to or from freeway have been relinquished on the filed map.
3. An easement for electrical facilities and the right of ingress thereto and egress therefrom and incidental purposes, recorded March 4, 1969 as Instrument No. 15542 in Book 6903-04, Page 641 of Official Records.
 In Favor of: Sacramento Municipal Utility District, a municipal utility district
 Affects: Southeasterly portion
4. An easement for electrical facilities and the right of ingress thereto and egress therefrom and incidental purposes, recorded September 25, 1969 as Instrument No. 70482 in Book 6909-25, Page 346 of Official Records.
 In Favor of: Sacramento Municipal Utility District, a municipal utility district
 Affects: Northeasterly portion
5. An easement for electrical facilities and incidental purposes, recorded March 4, 1969 as Book 6903-04, Page 641 of Official Records.
 In Favor of: Sacramento Municipal Utility District, a municipal utility district
 Affects: A portion of said land
6. An easement for driveway purposes and incidental purposes, recorded April 14, 1970 as Instrument No. 26399 in Book 7004-14, Page 421 of Official Records.
 In Favor of: Gibson Wine Company, a California corporation
 Affects: Southeasterly portion
7. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an ALTA inspection.

EXHIBIT C

NO FEE DOCUMENT

Government Code §6103 & §27383
RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Elk Grove V Partners, LLC
C/o Reynolds and Brown
1200 Concord Avenue
Suite 200
Concord, CA 94520

Attn: Jason F. Lurie

The Above Space For Recorder's Use Only

OK to Accept: _____
Date: _____

Project Name: Grant Line Road State Route 99 IC
Address: 10473 East Stockton Boulevard
APN: 134-0600-016

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTIONS 6103 and 27383 OF THE CALIFORNIA GOVERNMENT CODE

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt and sufficiency is hereby acknowledged, **City of Elk Grove**, a municipal corporation (Grantor), hereby grant to **Elk Grove V Partners, LLC** the following described real property situated in the City of Elk Grove, County of Sacramento, State of California; as described in Exhibit "A" and depicted in Exhibit "B."

Executed this _____ day of _____, 20_____

CITY OF ELK GROVE
A MUNICIPAL CORPORATION

By: _____

COPY

By: _____

Mail Tax Statements To:
Same as Above

Exhibit C

EXHIBIT "A"

THE LAND REFERRED TO HERIN BELOW IS SITUATED IN THE CITY OF ELK GROVE, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

BEGINNING at a point located South 00°57' 06" East 439.72 feet from the point of designated "one-quarter common to Sections 7 and 18, Township 6 North, Range 6 East, Mount Diablo Base and Meridian", recorded in the office of the Recorder of Sacramento County in Book 17 of Surveys, Map No. 40; thence from said point of beginning, continuing South 00°57' 06" East 200 feet to a point in the Northeasterly line of the State of California freeway, as the same is described in that certain Order of Condemnation nunc pro tunc, in the matter of the State of California vs. G. Henry Lent, et al, a copy of which was recorded October 7, 1958, in the office of said Recorder in Book 3604, Official Records, Page 53; thence along the Northeasterly line of the State of California freeway, North 65°17' 20" West 156.09 feet; thence continuing along the Northeasterly line of said freeway, North 61°14' 23" West 43.91 feet; thence North 11°48' 32" East 150 feet; thence South 77°12' 02" East 150 feet to the point of beginning.

EXCEPTING THEREFROM all that portion of the Northwest one-quarter of Section 17, Township 6 North, Range 6 East, Mount Diablo Base and Meridian and being more particularly described as follows:

BEGINNING at a point on the Northeast line of the State of California freeway, as the same is described in that certain Order of Condemnation nunc pro tunc, in the matter of the State of California vs. G. Henry Lent, et al, a copy of which was recorded October 7, 1958 in the office of said Recorder in Book 3604, Official Records, Page 53; from which point of beginning of the one-quarter corner common to Sections 17 and 18, Township 6 North, Range 6 East, Mount Diablo Base and Meridian, bears along the Northeasterly line of said freeway the following two (2) courses:

- (1) North 65°17' 20" West 156.09 feet, and
- (2) North 61°14' 23" West 43.91 feet; thence North 11°48' 32" East, a distance of 2.94 feet; thence along the arc of a curve, concave Northeasterly, having a radius of 1764.30 feet, the arc of said curve being subtended by a chord which bears South 64°34' 00" East 44.48 feet; thence South 65°17' 20" East, a distance of 153.48 feet; thence South 00°57' 06" East, a distance of 5.99 feet to the point of beginning.

ALSO EXCEPTING THEREFROM all oil, petroleum, natural gas, mineral rights, and other hydrocarbon substances lying below a depth of 500 vertical feet from the surface of said land, for the purpose of exploring for, extracting, mining, boring, removing or marketing said substances, however, without any right of any entry upon the surface of said land.

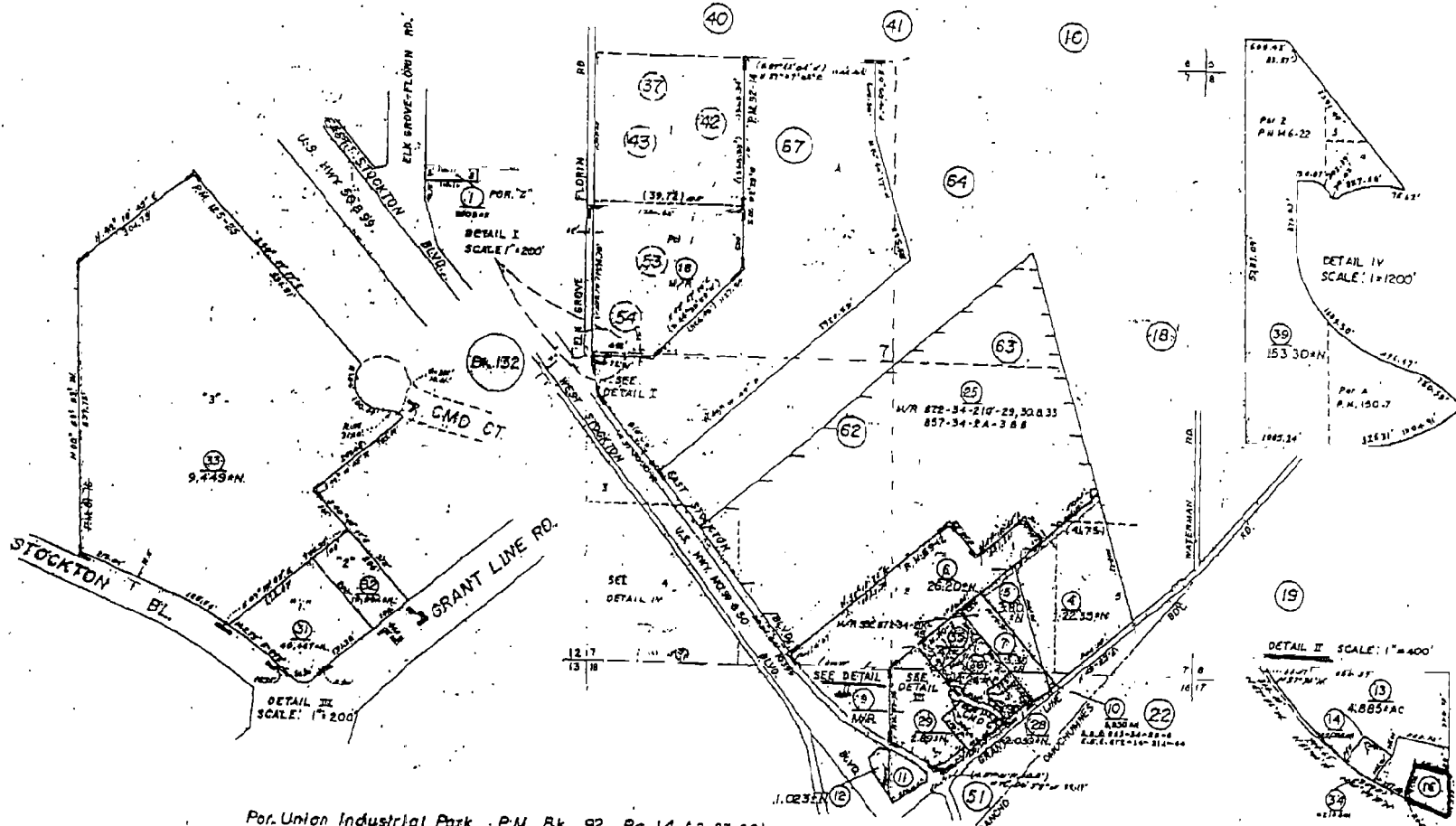
APN: 134-0600-016

Owner: Singh
APN: 134-0660-016
Acq # 04-15-33

POR. SEC. 7, 8, & 18, T. 6N, R. 6E., M.D.B. & M.

Tax Area Code

134-60



Por. Union Industrial Park, P.M. Bk. 92, Pg. 14 (2-27-86)

Valley Hill Industrial Park, P.M. Bk. 81, Pg. 16 (6-5-84)

Assessor's Map Bk. 134-Pg. 60
County of Sacramento, Calif.

NOTE—Assessor's Block Numbers Shown In Ellipses.
Assessor's Parcel Numbers Shown In Circles.

FEB 3 2004

Exhibit "B"

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared _____
Name(s) of Signor(s)

personally known to me

(or 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

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: _____

Document Date: _____, Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer Is Representing: _____

EXHIBIT C-1

EXHIBIT C-1

Title Exceptions for APN 134-0600-016

1. Current liens for taxes and assessments not then delinquent.
2. Abutter's rights of ingress and egress to or from freeway have been relinquished in the document recorded October 7, 1956 as Book 3604, Page 53 of Official Records.
3. An easement for a sanitary sewer and incidental purposes, recorded May 13, 1963 as Book 4672, Page 893 of Official Records.
 In Favor of: The County of Sacramento, a political subdivision of the state of California
 Affects: A portion of said land
4. An easement for public highway purposes and incidental purposes, recorded June 20, 1967 as Book 6706-20, Page 342 of Official Records.
 In Favor of: The County of Sacramento
 Affects: A portion of said land
5. An easement for electrical facilities and incidental purposes, recorded March 4, 1969 as Book 6903-04, Page 641 of Official Records.
 In Favor of: Sacramento Municipal Utility District, a municipal utility district
 Affects: A portion of said land
6. An easement for electrical facilities and incidental purposes, recorded September 23, 1969 as Book 6909-23, Page 434 of Official Records.
 In Favor of: Sacramento Municipal Utility District, a municipal utility district
 Affects: A portion of said land
7. An easement for electrical facilities and incidental purposes, recorded September 25, 1969 as Book 6909-25, Page 346 of Official Records.
 In Favor of: Sacramento Municipal Utility District, a municipal utility district
 Affects: A portion of said land
8. An easement for driveway purposes and incidental purposes, recorded April 14, 1970 as Book 7004-14, Page 421 of Official Records.
 In Favor of: DFX Oil Corporation
 Affects: A portion of said land
9. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an ALTA inspection.

EXHIBIT D

NO FEE DOCUMENT
Government Code §6103 & §27383
RECORDING REQUESTED BY AND

WHEN RECORDED MAIL TO:

Elk Grove V Partners, LLC
Reynolds and Brown
1200 Concord Avenue
Suite 200
Concord, CA 94520

Atten: Jason F. Lurie

The Above Space For Recorder's Use Only

OK to Accept: _____
Date: _____

Project Name: Grant Line Road State Route 99 IC
Address: 10466 Grant Line Road
APN: 134-0600-031

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTIONS 6103 and 27383 OF THE CALIFORNIA GOVERNMENT CODE.

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt and sufficiency is hereby acknowledged, **City of Elk Grove**, a municipal corporation (**Grantor**), hereby grant to **Elk Grove V Partners, LLC** the following described real property situated in the City of Elk Grove, County of Sacramento, State of California; as described in **Exhibit "A"** pages 1 through 4 and depicted in **Exhibit "B"** pages 1 through 5.

Executed this _____ day of _____, 20_____

CITY OF ELK GROVE
A MUNICIPAL CORPORATION

By: _____

COPY

By: _____

Mail Tax Statements To:
Same as Above

EXHIBIT 'A' Page 1 of 4

City Parcel 04-15-23-K
In or near APN 134-0600-031

All that real property situate in the City of Elk Grove, County of Sacramento, State of California, being a portion of Facility Number: 05752 as described in the WARRANTY DEED recorded January 30, 2002 in Book 20020130 at Page 0811, Official Records of Sacramento County, together with a portion of Stockton Blvd. as shown on the Parcel Map filed August 19, 1991 in Book 125 of Parcel Maps at Page 25, Sacramento County Records more particularly described as follows:

Beginning at the most northerly corner of Parcel 1 as shown on said Parcel Map, thence along the northeasterly line of said Parcel 1, South 40°48'53" East 46.980 meters; thence South 60°46'10" West 13.343 meters; thence South 58°20'25" West 47.040 meters to the beginning of a curve concave northerly, having a radius of 15.000 meters and a chord that bears North 86°26'29" West 17.301 meters; thence southwesterly along said curve 18.440 meters through a central angle of 70°26'12" to a reverse curve, concentric with the southwesterly line of said Parcel 1, concave southwesterly, having a radius of 247.191 meters and a chord that bears North 54°10'07" West 25.405 meters; thence along said curve 25.416 meters through a central angle of 5°53'28" to a point on the prolongation of the northwesterly line of said Parcel 1 which bears South 49°11'07" West 6.028 meters along said prolongation from the most westerly corner of said Parcel 1; thence along said prolongation and said northwesterly line, North 49°11'07" East 77.745 meters to the **Point of Beginning**.

Containing 2,959.9 square meters, more or less.

Together with all access, ingress and egress right restrictions shown in or along Parcel 1 and Parcel 2 of said Parcel Map.

Reserving therefrom all abutter's rights, including access rights, along the southwesterly, southerly and southeasterly lines of the above described property together with the right to grant said rights to others.

Also Reserving therefrom access and drainage rights pertaining to the area designated "JOINT ACCESS & DRAINAGE EASEMENT TO PARCEL 1" shown on said Parcel Map

Also Reserving therefrom public utility easements, for the installation and maintenance of electroliers, traffic control devices, water and gas pipes, and for underground and overhead wires and conduits for electric, television and telephone services, together with any and all appurtenances pertaining thereto, on, over, under and across the portions of the above described property described below as City Parcel 04-15-23-B, City Parcel 04-15-23-E and City Parcel 04-15-23-F:

City Parcel 04-15-23-B

Commencing at the most northerly corner of the above described City Parcel 04-15-23-K, thence along the northeasterly line of said City Parcel South 40°48'53" East 46.980 meters to the most easterly corner of said parcel,

the **Point of Beginning**; thence along the southeasterly line of said City Parcel the following two (2) courses:

1. South 60°46'10" West 13.343 meters, and
2. South 58°20'25" West 44.025 meters to the beginning of a curve concentric with the southwesterly line of said City Parcel, concave southwesterly, having a radius of 260.450 meters and a chord that bears North 48°19'38" West 3.977 meters coincident with the northeasterly line of the area delineated as "12.5' P.U.E. PER 81 P.M. 16" on said Parcel Map;

thence along said northeasterly line, and said curve, northwesterly 3.977 meters through a central angle of 0°52'30" to a line parallel with and 3.810 meters northwesterly of said southeasterly line; thence along said parallel line the following two (2) courses:

1. North 58°20'25" East 45.246 meters, and
 2. North 60°46'10" East 12.643 meters to said northeasterly line;
- thence along said northeasterly line South 40°48'53" East 3.889 meters to the **Point of Beginning**.

Containing 219.5 square meters, more or less.

City Parcel 04-15-23-E

Commencing at the most northerly corner of the above described City Parcel 04-15-23-K, thence along the northwesterly line of said Parcel, South 49°11'07" West 71.718 meters to the most westerly corner of said Parcel 1, and the beginning of a curve concave southwesterly having a radius of 252.982 meters and a chord that bears South 52°39'36" East 35.921 meters, and the **Point of Beginning**; thence along the southwesterly line of said Parcel 1, southeasterly along said curve 35.951 meters through a central angle of 8°08'32" to a point of cusp with a curve concave northerly, having a radius of 15.000 meters and a chord that bears North 76°38'01" West 12.873 meters, on the southerly line of said City Parcel 04-15-23-K; thence along said southerly and southwesterly lines of said City Parcel the following two (2) courses:

1. along said curve 13.305 meters through a central angle of 50°49'15" to a reverse curve, concentric with said southwesterly line, concave southwesterly, having a radius of 247.191 meters and a chord that bears North 54°10'07" West 25.405 meters and
2. along said curve 25.416 meters through a central angle of 5°53'28" to the northwesterly line of said City Parcel;

thence along the northwesterly line of said City Parcel, North 49°11'07" East 6.028 meters to the **Point of Beginning**.

Containing 190.8 square meters, more or less.

City Parcel 04-15-23-F

Commencing at the most northerly corner of the above described City Parcel 04-15-23-K; thence along the northwesterly line of said City Parcel, South 49°11'07" West 67.916 meters to a point which bears North 49°11'07" East 9.829 meters along said northwesterly line from the most westerly corner of said City Parcel and the beginning curve concentric with the southwesterly line of said City Parcel, concave southwesterly, having a radius of 256.640 meters and a chord that bears South 52°19'18" East 37.384 meters coincident with the southwesterly line of the area delineated as "12.5' P.U.E. PER 81 P.M. 16" on said Parcel Map, and the **Point of Beginning**; thence along said southwesterly line, and said curve, southeasterly 37.417 meters through a central angle of 8°21'13" to the southerly line of said City Parcel, a point of cusp with a curve concave northerly, having a radius of 15.000 meters and chord that bears South 69°59'32" West 4.156 meters; thence along the southerly line of said City Parcel, along said curve 4.170 meters southwesterly through a central angle of 15°55'39" to said southwesterly line of said Parcel 1, and a non-tangent curve concave southwesterly having a radius of 252.982 meters and a chord that bears North 52°39'36" West 35.921 meters; thence along said southwesterly line and said curve, 35.952 meters through a central angle of 8°08'33" to said most westerly corner; thence along said northwesterly line North 49°11'07" East 3.801 meters to the **Point of Beginning**.

Containing 134.6 square meters, more or less.

Also Reserving therefrom unto GRANTOR, its successors and assigns, lessees and licensees all the rights for an easement for the installation and maintenance of sewer pipes, (hereinafter referred to as SEWER EASEMENT) together with any and all appurtenances pertaining thereto, on, over, under and across the portions of the above described City Parcel 041-15-23-K described below:

Commencing at the most northerly corner of said City Parcel; thence along the northeasterly line of said City Parcel, South 40°48'53" East 46.980 meters to the most easterly corner of said City Parcel, and the **Point of Beginning**; thence along the southeasterly line of said City Parcel the following two (2) courses:

1. South 60°46'10" West 13.343 meters and
2. South 58°20'25" West 44.025 meters to the beginning of a curve concentric with the southwesterly line of said Parcel 1, concave southwesterly, having a radius of 260.450 meters and a chord that bears North 48°56'36" West 9.576 meters and coincident with the northeasterly line of the area delineated as "12.5' P.U.E. PER 81 P.M. 16" on said Parcel Map;

thence along said northeasterly line, and said curve, northwesterly 9.578 meters through a central angle of 2°06'25" to a line parallel with and 9.144 meters northwesterly of said southeasterly line; thence along said parallel line the following two (2) courses:

1. North 58°20'25" East 47.064 meters and
2. North 60°46'10" East 11.662 meters to said northeasterly line;

thence along said northeasterly line South 40°48'53" East 9.334 meters to the **Point of Beginning.**

Containing 530.5 square meters, more or less.

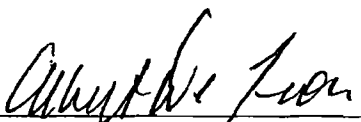
Also Reserving for SEWER EASEMENT the perpetual right of ingress to and egress from said property, for the purpose of exercising and performing all of the rights and privileges herein granted.

Further Reserving Any use of SEWER EASEMENT area by GRANTEE or assignees or successors in interest, except for use as: (i) lawn or similar groundcover; (ii) areas planted with species whose mature growth does not exceed five (5) feet in height and which are not environmentally protected; or (iii) driveways or surface parking, shall not be allowed except upon approval by, and at the discretion of, the City of Elk Grove. Any of said allowable uses shall not be installed in a manner that will impede vehicular access by the City of Elk Grove for maintenance purposes. Other than said allowable uses, each use proposed by GRANTEE must be acceptable to the City of Elk Grove, and approved in writing, prior to such construction on or use of the easement area by the GRANTEE. For such approval, the GRANTEE shall contact the City of Elk Grove, or successor. Any use within the easement area not approved by the City of Elk Grove shall not in any way limit the City of Elk Grove rights under this easement. Even if the City of Elk Grove has approved the use, the City of Elk Grove retains the right to remove all or any part of the approved use to allow the City of Elk Grove to use the easement at any time pursuant to the City of Elk Grove rights granted herein. The City of Elk Grove shall not be liable for any cost for the removal or replacement of improvements constructed by GRANTEE within the easement area.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

The bearings and distances used in the above description are based upon the California Coordinate System of 1983, Zone 2. Divide the above distances by 0.99999 to obtain ground level distances. To convert meters to U.S. survey feet, multiply the distance by 3937/1200. To convert hectares to acres, multiply hectares by 2.471±.

This real property description has been prepared at Mark Thomas & Co. Inc., by me, or under my direction, in conformance with the Professional Land Surveyor's Act.



Albert De Leon, LS 7716
License Expires: 3-31-2007

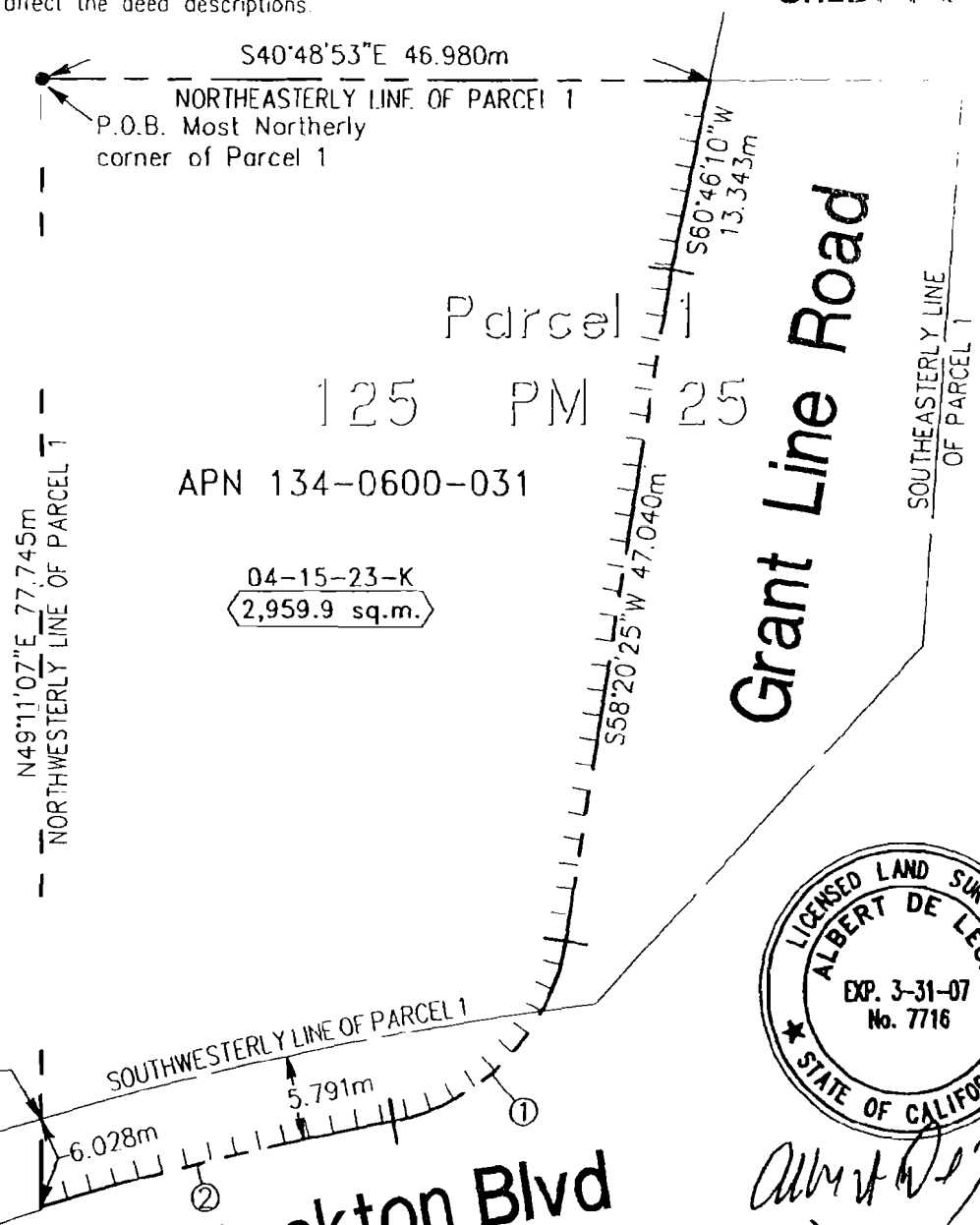
December 1, 2016
Date

This exhibit is for graphic purposes only Any errors or omissions shall not affect the deed descriptions.

SHEET 1 0

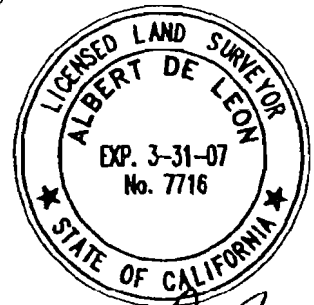
① R=15.000m
L=18.440m
Δ=70°26'12"
Ch=N86°26'29"W
17.301m

② R=247.191m
L=25.416m
Δ=5°53'28"
Ch=N54°10'07"W
25.405m



APN 134-0600-031

04-15-23-K
2,959.9 sq.m.



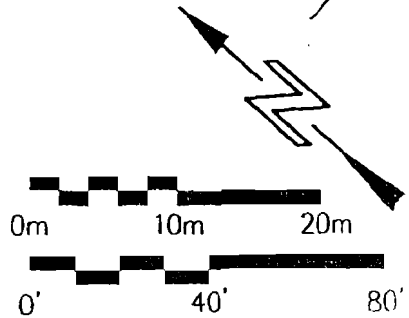
Albert De Leon

Most Westerly corner of Parcel 1 125PM25

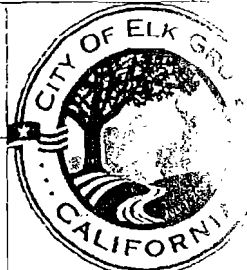
Area Grantor Reserves
Abutter's Rights Including Access Rights

P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT

Bearings and distances shown are based on the California Coordinate System of 1983, Zone 2, in meters. Divide distances shown by 0.99999 to get ground level distances.



IN THE CITY OF ELK GROVE
SACRAMENTO COUNTY, CALIFORNIA
CITY PARCEL 04-15-23-K



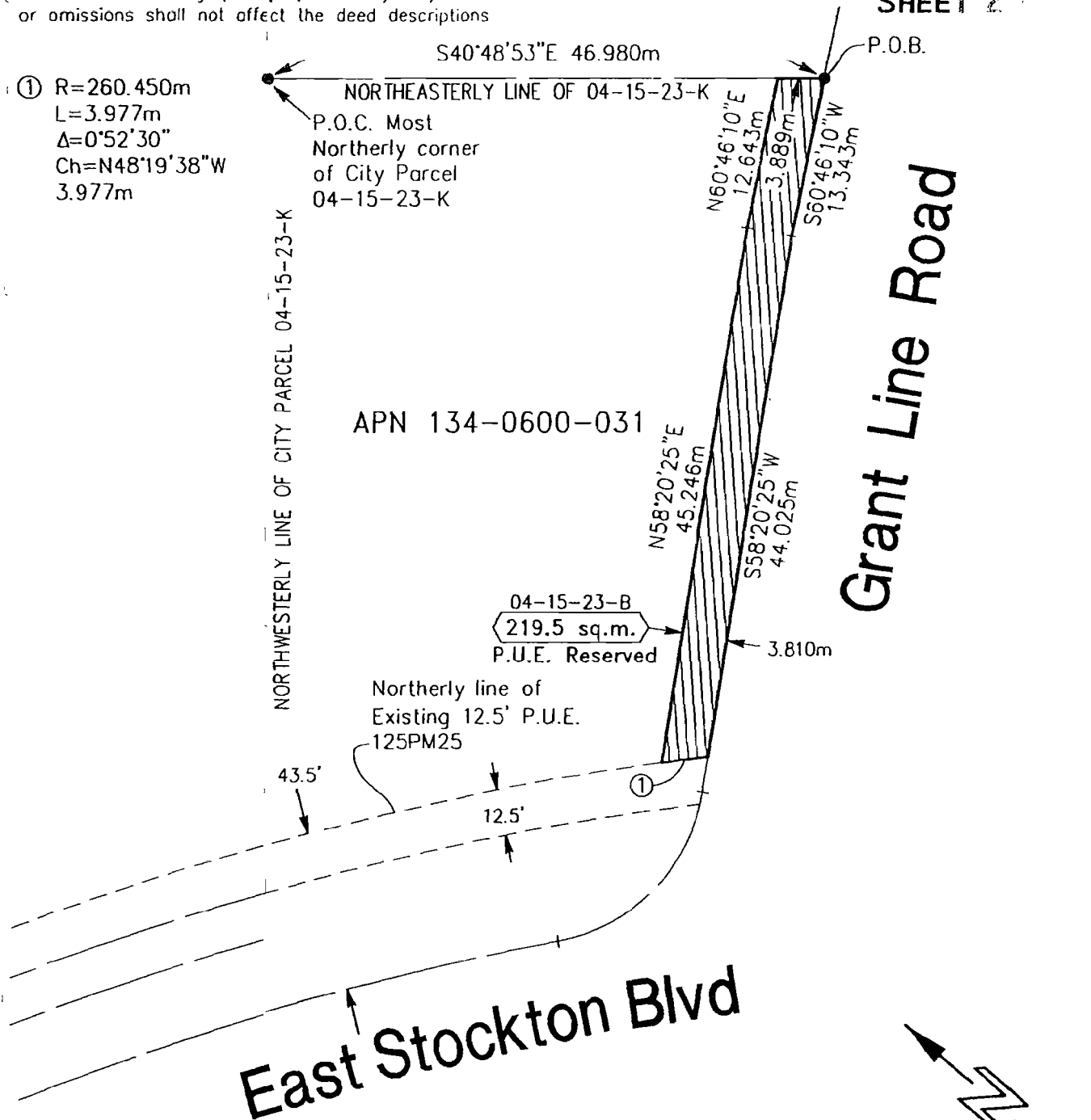
Scale 1 : 500
Date 13-Nov-2006
Drawn By Olsen
Checked By Stringer

EXHIBIT B Plat to Accompany Legal Description
Total Fee of 2,959.9± Sq.M.
(31,860±sq.ft. or 0.7314±acres) in
APNS 134-0600-031

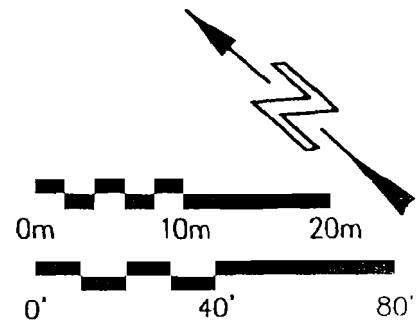
This exhibit is for graphic purposes only. Any errors or omissions shall not affect the deed descriptions

SHEET 2

- ① R=260.450m
- L=3.977m
- Δ=0°52'30"
- Ch=N48°19'38"W
- 3.977m



P.O.B. = POINT OF BEGINNING
 P.O.C. = POINT OF COMMENCEMENT
 Bearings and distances shown are based on the California Coordinate System of 1983, Zone 2, in meters. Divide distances shown by 0.99999 to get ground level distances.



IN THE CITY OF ELK GROVE
 SACRAMENTO COUNTY, CALIFORNIA
 CITY PARCEL 04-15-23-B



Scale 1 : 500
 Date 22-Nov-2006
 Drawn By Olsen
 Checked By Stringer

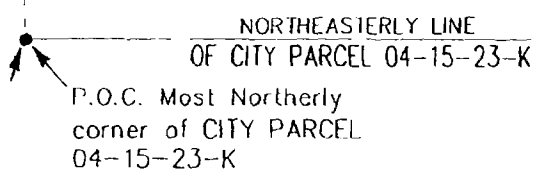
EXHIBIT B Plat to Accompany Legal Description
 Public Utility Easement of 219.5±
 Sq.M. (2,363±sq.ft. or 0.0543±acres) in
APNs 134-0600-031

This exhibit is for graphic purposes only. Any errors or omissions shall not affect the deed descriptions.

① R=252.982m
L=35.951m
Δ=8°08'32"
Ch=S52°39'36"E
35.921m

② R=15.000m
L=13.305m
Δ=50°49'15"
Ch=N76°38'01"W
12.873m

③ R=247.191m
L=25.416m
Δ=5°53'28"
Ch=N54°10'07"W
25.405m



N49°11'07"E 71.718m
NORTHWESTERLY LINE OF CITY PARCEL 04-15-23-K

APN 134-0600-031

04-15-23-E
190.8 sq.m.
P.U.E. Reserved

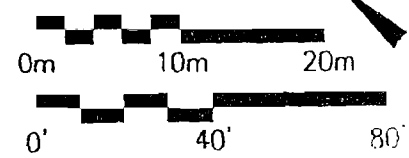
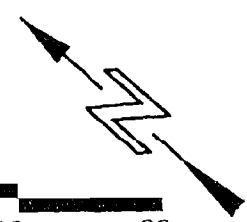
Grant Line Road

Existing
12.5' P.U.E.
125 PM 25
Most Westerly
corner of Parcel 1
125PM25

East Stockton Blvd

SOUTHWESTERLY LINE OF PARCEL 1

6.028m
5.791m(19')



P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
Bearings and distances shown are based on the California
Coordinate System of 1983, Zone 2, in meters. Divide
distances shown by 0.99999 to get ground level distances.



IN THE CITY OF ELK GROVE
SACRAMENTO COUNTY, CALIFORNIA
CITY PARCEL 04-15-23-E

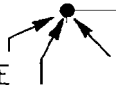


Scale 1 : 500
Date 13-Nov-2006
Drawn By Olsen
Checked By Stringer

EXHIBIT B Plat to Accompany Legal Description
Public Utility Easement of 190.8± Sq.M.
(2,054±sq.ft. or 0.0471±acres) in
APNS 134-0600-031

This exhibit is for graphic purposes only Any errors or omissions shall not affect the deed descriptions.

① R=256.640m
L=37.417m
Δ=8°21'13"
Ch=S52°19'18"E
37.384m



NORTHEASTERLY LINE
OF CITY PARCEL 04-15-23-K

P.O.C. Most Northerly
corner of CITY PARCEL
04-15-23-K

② R=15.000m
L=4.170m
Δ=15°55'38"
Ch=S69°59'32"W
4.156m

NORTHWESTERLY LINE OF CITY PARCEL 04-15-23-K

③ R=252.982m
L=35.951m
Δ=8°08'33"
Ch=N52°39'32"W
35.921m

N49°11'07"E
67.916m

APN 134-0600-031

Grant Line Road

04-15-23-F
134.6 sq.m.
P.U.E. Reserved

Existing
12.5' P.U.E.
125 PM 25

P.O.B. ①

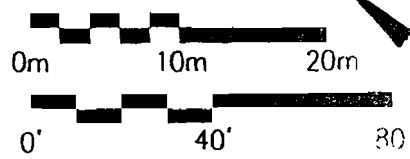
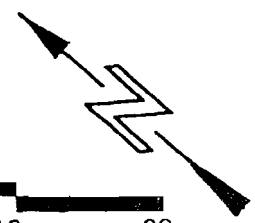
3.801m SOUTHWESTERLY LINE OF PARCEL 1 ②

3.658m

Most Westerly
corner of Parcel 1

Most Westerly
corner of City
Parcel
04-15-23-K

East Stockton Blvd



P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT

Bearings and distances shown are based on the California
Coordinate System of 1983, Zone 2, in meters. Divide
distances shown by 0.99999 to get ground level distances.



IN THE CITY OF ELK GROVE
SACRAMENTO COUNTY, CALIFORNIA
CITY PARCEL 04-15-23-F

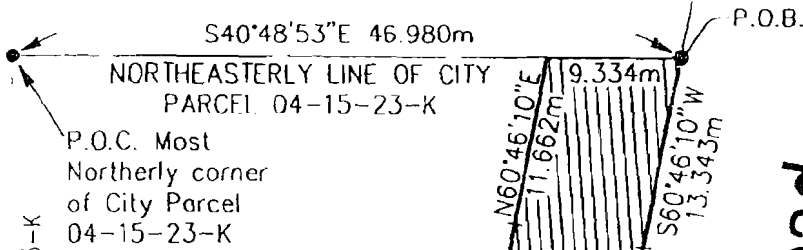


Scale 1 : 500
Date 13-Nov-2006
66 Drawn By Olsen
Checked By Stringer

EXHIBIT B Plat to Accompany Legal Description
Public Utility Easement of 134.6± Sq.M.
(1,449±sq.ft. or 0.0333±acres) in
APNs 134-0600-031

This exhibit is for graphic purposes only. Any errors or omissions shall not affect the deed descriptions.

① R=260.450m
L=9.578m
Δ=2°06'25"
Ch=N48°56'36"W
9.576m



NORTHWESTERLY LINE OF CITY PARCEL 04-15-23-K

APN 134-0600-031

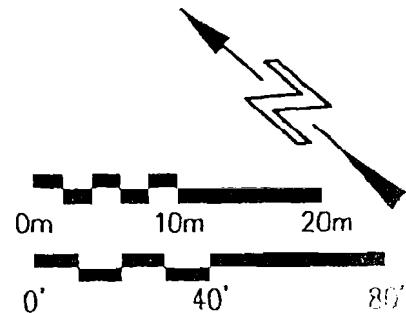
Sewer Easement
530.5 sq.m.

Northeasterly line of Existing 12.5' P.U.E. 125PM25

East Stockton Blvd

Grant Line Road

P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
Bearings and distances shown are based on the California Coordinate System of 1983, Zone 2, in meters. Divide distances shown by 0.99999 to get ground level distances.



IN THE CITY OF ELK GROVE
SACRAMENTO COUNTY, CALIFORNIA
SEWER EASEMENT



Scale 1 : 500
Date 22-Nov-2006
Drawn By Olsen
Checked By Stringer

EXHIBIT B Plat to Accompany Legal Description
Sewer Easement of 530.5 Sq.M.
(5,710±sq.ft. or 0.1311±acres) in
APNs 134-0600-031

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared _____
Name(s) of Signer(s)

- personally known to me
- (or 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

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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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



Signer's Name: _____

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



Signer Is Representing: _____

Signer Is Representing: _____

EXHIBIT D-1

EXHIBIT D-1
Title Exceptions for APN 134-0600-031

1. Current liens for taxes and assessments not then delinquent.
2. A document entitled "Resolution Vacating A Street and Ingress-Egress Easement Pursuant to the Provisions of The Public Streets, Highways and Service Easements Law" recorded May 28, 1991 as Book 9105-28, Page 0771 of Official Records.
3. An easement for public utility and incidental purposes, recorded August 15, 1991 as Book 9108-15, Page 1492 of Official Records.
 In Favor of: County of Sacramento
 Affects: A portion of said land
4. An easement shown or dedicated on the map filed or recorded August 19, 1991 as Book 125, Page 25 of Parcel Map
 For: Joint Access and Drainage Easement and incidental purposes.
 Affects: A portion of said land

 For: Public Utility Easement and incidental purposes.
 Affects: A portion of said land
5. Abutter's rights of ingress and egress to or from Stockton Boulevard and Grant Line Road have been dedicated or relinquished on the filed Map.
6. An easement for digging, constructing, reconstructing, and forever maintaining thereon public utilities, and appurtenances appertaining thereto and incidental purposes, recorded July 18, 1994 as Book 9407-18, Page 1105 of Official Records.
 In Favor of: The County of Sacramento, a political subdivision of the State of California
 Affects: A portion of said land
7. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an ALTA inspection.

EXHIBIT E

NO FEE DOCUMENT

Government Code §6103 & §27383

RECORDING REQUESTED BY AND

WHEN RECORDED MAIL TO:

Elk Grove V Partners, LLC
C/o Reynolds and Brown
1200 Concord Avenue
Suite 200
Concord, CA 94520

Attn: Jason F. Lurie

The Above Space For Recorder's Use On

OK to Accept: _____
Date: _____

Project Name: Grant Line Road
Address: 10465 East Stockton Boulevard
APN: 134-0600-034

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTIONS 6103 and 27383 OF THE CALIFORNIA GOVERNMENT CODE.

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt and sufficiency is hereby acknowledged, **City of Elk Grove**, a municipal corporation (Grantor), hereby grant to **Elk Grove V Partners, LLC** the following described real property situated in the City of Elk Grove, County of Sacramento, State of California; as described in Exhibit "A" and depicted in Exhibit "B."

Executed this _____ day of _____, 20_____

**CITY OF ELK GROVE
A MUNICIPAL CORPORATION**

By: _____

COPY

By: _____

Mail Tax Statements To:
Same as Above

Exhibit E

Exhibit "A"

All that portion of the Northwest one-quarter of Section 18, Township 6 North Range 6 East, MDB&M, Sacramento County California, described as follows:

Parcel 1:

All that portion of land described in that Grant Deed to Orbit Stations, Incorporated and recorded in Book 66-07-22, official records of Sacramento County at Page 552, described as follows:

Beginning at a point in the West line of said parcel from which the Northeast corner thereof bears North $0^{\circ}57'06''$ West 333.73 feet; thence from the said point of beginning and along said West line South $0^{\circ}57'06''$ East 105.99 feet; thence, leaving said West line North $77^{\circ}12'02''$ West 150.00 feet; thence South $11^{\circ}48'32''$ West 147.07 feet; thence along the arc of a 1,764.60 foot radius curve which is concave to the Northeast, said arc being subtended by a chord which bears North $61^{\circ}22'30''$ West 152.06 feet; thence North $31^{\circ}32'20''$ East 142.51 feet; thence North $12^{\circ}03'20''$ West 70.01 feet; thence, South $78^{\circ}06'50''$ East 223.72 feet to the point of beginning.

Parcel 2:

A non-exclusive easement for driveway purposes over and across the following described parcel:

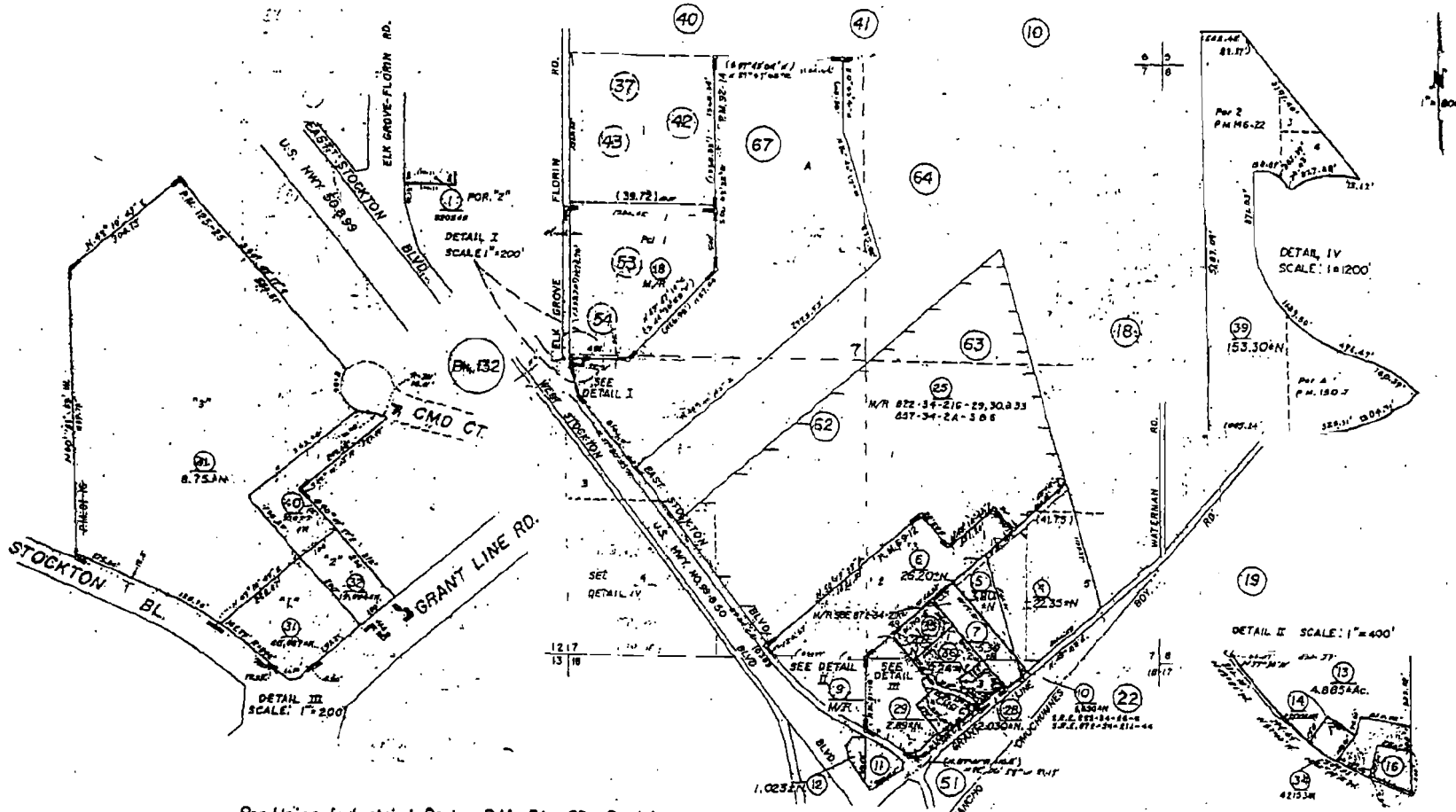
Beginning at the Southwest corner of the hereinabove described parcel of land and running thence North $31^{\circ}32'20''$ East, 25.00 feet; thence North $56^{\circ}28'10''$ West 15 feet; thence South $31^{\circ}32'20''$ West 25.00 more or less, to the Northeast line and State of California Freeway; thence along said Northeast line and the arc of a curve to the left having a radius of 1764.60 feet a distance of 15 feet, more or less to the point of beginning.

Assessor's Parcel No: 134-0600-034

POR. SEC. 7, 8, & 18, T.6N, R.6E., M.D.B. & M.

Tax Area Code

134-60



Por. Union Industrial Park, P.M. Bk. 92, Pg. 14 (2-27-86)

Valley HI Industrial Park, P.M. Bk. 81, Pg. 16 (5-5-84)

Assessor's Map Bk. 134-Pg. 60
County of Sacramento, Calif

NOTE—Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.

○ OCT 2 2004

Exhibit "g"

EXHIBIT E-1

EXHIBIT E-1
Grant Deed and Title Exceptions for APN 134-0600-034

1. Current liens for taxes and assessments not then delinquent.
2. Abutter's rights of ingress and egress to or from Highway 99 have been relinquished in the document recorded October 7, 1958 as Book 3604, Page 53 of Official Records.
3. Any facts, rights, interests or claims that may exist or arise by reason of matters, if any, disclosed by that certain Record of Survey filed in book 17, page 40.
4. An easement for sewer and incidental purposes, recorded May 13, 1963 as Book 4672, Page 893 of Official Records.
 In Favor of: County of Sacramento
 Affects: Southwesterly 10 feet
5. An easement for electrical facilities and the right of ingress thereto and egress therefrom and incidental purposes, recorded March 4, 1969 as Instrument No. 15542, Book 6903-04, Page 641 of Official Records.
 In Favor of: Sacramento Municipal Utility District, a municipal utility district
 Affects: Westerly portion
6. An easement for electrical facilities and the right of ingress thereto and egress therefrom and incidental purposes, recorded September 25, 1969 as Instrument No. 70482, Book 6909-25, Page 346 of Official Records.
 In Favor of: Sacramento Municipal Utility District, a municipal utility district
 Affects: Central portion
7. An easement for driveway purposes and incidental purposes, recorded April 14, 1970 as Instrument No. 26399, Book 7004-14, Page 421 of Official Records.
 In Favor of: DFX Oil Corporation
 Affects: Southwesterly portion
8. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an ALTA inspection.

EXHIBIT F

EXHIBIT F

1. **City Obligations.** The City shall at its sole cost and expense and as part of the Project, install the following utilities in the following timeframes:

a. **Water System.** A 12-inch trunk waterline with two hydrants on the west side of the new East Stockton Boulevard, all in accordance with those certain drawings and specifications attached hereto as Exhibit F-1. This work shall be completed not later than 12/31/07.

b. **Drainage System.** A 24-inch storm drain system with drain inlets on the west side of the new East Stockton Boulevard between the manhole in the cul-de-sac on CMD Court north approximately 85 meters (278 feet) and from the most northerly manhole on the new system an 18-inch drainage stub shall be extended approximately 14 meters through the drop inlet on the west side of the road to the Subject Property to pick up on site drainage, all in accordance with the drawings and specifications attached hereto as Exhibits F-2 and F-3. The Reynolds Parties agree to pay the difference between the 12-inch pipe planned for this stub and the 18-inch pipe requested as set forth in 2(b), below. This work shall be completed not later than 12/31/07.

c. **Roadway.** The extension of the new East Stockton Boulevard will meet all City standards with respect to the construction of the roadway including street lights, fire hydrant placement, curbs, gutters, curb cuts, separated sidewalks and landscaping between the curb and the sidewalk on both sides of the new East Stockton Boulevard and CMD Court, including the frontage along the Subject Property, all in accordance with the drawings and specifications in Exhibit F-4. The City shall not locate any streetlights, fire hydrants, utility vaults or drop inlets within 75 feet on either side of the property line delineating the Subject Property from the Hershey Land Company property at the point where such property line intersects CMD Court. If the Reynolds Parties and the City have agreed on the location and number of the driveways before the time the curbs and gutters are to be constructed, these agreed upon driveways will be incorporated into the project at no cost to the Reynolds Parties. The work shall be completed not later than 12/31/07.

2. **Reynolds Parties' Obligations.** The City shall, at the Reynolds Parties' expense and as part of the Project, install the following additional utilities:

a. **Water System.** Two 10-inch water service lines shall be extended from the 12-inch water trunk line referenced in Section 1(a) above to serve the Subject Property in accordance with the drawings and specifications on Exhibit F-1. The current cost estimate of these water service extensions is \$16,000. If, prior to commencement of the work, the cost estimate for this scope of work exceeds \$16,000 by greater than 10% thereof, the Reynolds Parties shall have the right to perform the work with contractors of the Reynolds Parties' choosing. This scope of work shall be completed not later than 12/31/07, unless the work is performed by the Reynolds Parties as contemplated herein, in which case there shall be no deadline.

b. **Drainage System.** The Reynolds Parties shall be responsible for the up charge associated with the installation of the 18-inch drainage stub, as discussed in Section 1(b) above, in lieu of a 12-inch drainage stub as previously contemplated by the City. The up charge is estimated to be \$6,500. If, prior to commencement of the work, the cost estimate for this scope of work exceeds \$6,500 by greater than 10% thereof, the Reynolds Parties shall have the right to perform the work with contractors of the Reynolds Parties' choosing. This scope of work shall be

completed not later than 12/31/07, unless the work is performed by the Reynolds Parties as contemplated herein, in which case there shall be no deadline.

c. Sewer System. The existing 8-inch sewer line in the CMD Court cul-de-sac shall be extended at minimum slope from the manhole approximately 400 feet northerly within the new East Stockton Boulevard to a new manhole and then an 8-inch sewer service shall be stubbed to the Subject Property from the manhole, all in accordance with the drawings and specifications in Exhibit F-6. Along the new 8-inch sewer lateral system the City shall install one additional service line from the new sewer line to the Subject Property at a location specified by the Reynolds Parties. The current cost estimate for the installation of the additional sewer facilities is \$77,100. If, prior to commencement of the work, the cost estimate for this scope of work exceeds \$77,100 by greater than 10% thereof, the Reynolds Parties shall have the right to perform the work with contractors of the Reynolds Parties' choosing. The Reynolds Parties also have the right to instruct the City not to complete this scope of work if the Reynolds Parties elect to utilize an alternative location to establish sewer service to the Subject Property. The interchange plans currently show a sewer line stubbed to the Subject Property from a new manhole on the relocated trunk sewer at Station II 22+28. The Reynolds Parties shall be permitted to and may elect to use this stub to provide sewer service to the Subject Property in accordance with the plans and specifications in Exhibit F-7. This work shall be completed no later than 12/31/07, unless the work is performed by the Reynolds Parties as contemplated herein, in which case there shall be no deadline.

3. Standards Applicable to the Work. The foregoing work shall be completed in a good and workmanlike condition.

4. Compliance with Prevailing Wage Law. If the Reynolds Parties elect to have the work described in paragraph 2 herein performed by a contractor of their own choosing, the Reynolds Parties will comply, to the extent applicable, with the California prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under California Labor Code § 1720 et seq., (the "California Prevailing Wage Laws") and also comply, to the extent applicable, with the reporting, monitoring, and other requirements of the California Prevailing Wage Laws.

5. Coordination of Work. If the Reynolds Parties elect to have the work described in paragraph 2 herein performed by a contractor of their own choosing, the Reynolds Parties will cause their contractor to coordinate the timing of the work with the City's contractor to avoid any interference or delay in the City's construction of the Project.

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

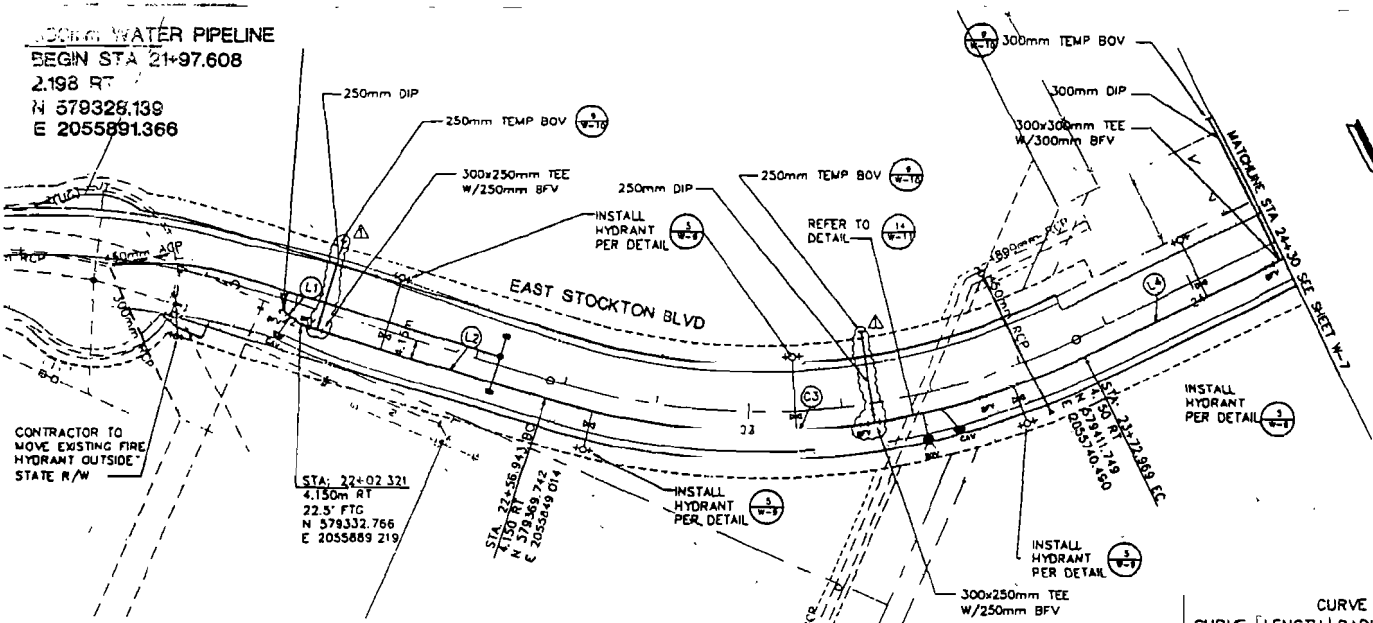
DESIGN OVERSIGHT: JULIO ELMOR

REVISIONS:

NO.	DATE	REVISIONS
1	05/24/08	ISSUED FOR PERMIT
2	05/24/08	REVISED PER CCO No. 1

CALCULATED BY: []
 DESIGNED BY: []
 CHECKED BY: DEM 12/08 DATE REVISED: []

300mm WATER PIPELINE
 BEGIN STA 21+97.608
 2.198 RT
 N 579328.139
 E 2055889.1366



Coltrans
 Matic

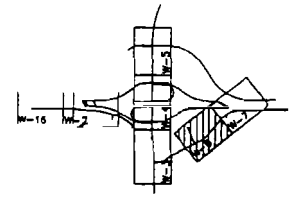
PROJECT NO: 03 SAC 99
 ROUTE: 99
 MILEPOST: 15.1/17.2
 SHEET NO: 161
 TOTAL SHEETS: 388

DESIGNED BY: []
 REGISTERED CIVIL ENGINEER
 DATE: 05/24/08

PLANS APPROVAL DATE: []
 CITY OF ELK GROVE
 8400 LAGUNA PALMS WAY
 ELK GROVE, CA 95758

MARK THOMAS & COMPANY, INC.
 7300 FOLSOM BLVD., SUITE 203
 SACRAMENTO, CA 95826

SCALE: 1:500



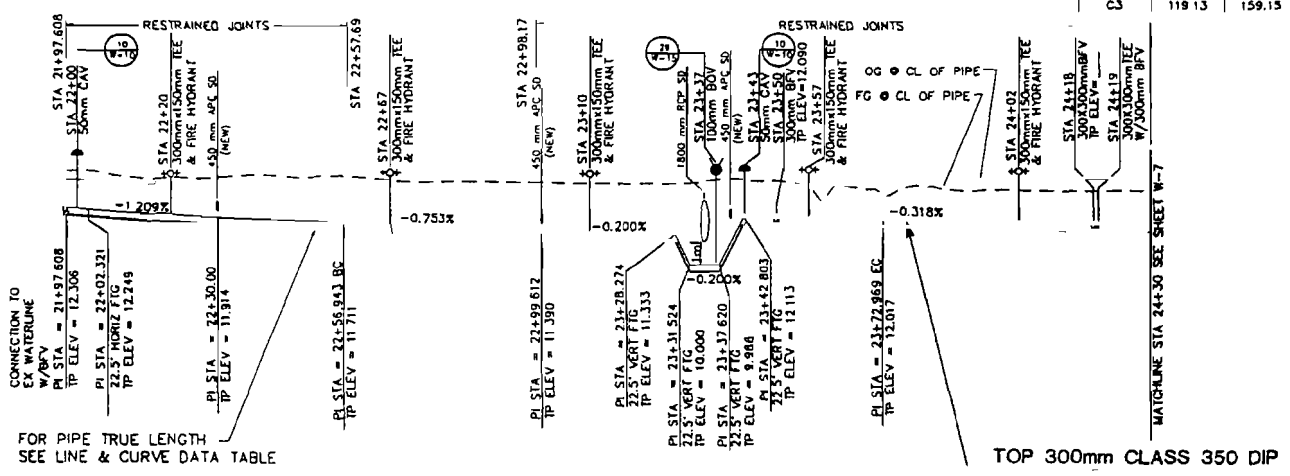
CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT
L1	5.10			
L2	54.62			
L4	47.03			
C3	119.13	159.15	42°53'20"	62.51

LINE TABLE

LINE	LENGTH	BEARING
L1	5.10	S24°53'43"E
L2	54.62	S47°23'43"E
L4	47.03	N69°42'36"E

- NOTES:**
- CONTRACTOR SHALL COORDINATE WITH SCWA THE LOCATION OF VALVES UPSTREAM AND DOWNSTREAM OF WORK TO ISOLATE THIS PORTION OF EXISTING WATER LINE DURING TIE-IN.
 - CONTRACTOR SHALL COORDINATE WITH SCWA THE NOTIFICATION OF ALL AFFECTED CUSTOMERS 2 DAYS PRIOR TO TIE-IN.
- △ REVISED PER CCO No. 1



FOR PIPE TRUE LENGTH
 SEE LINE & CURVE DATA TABLE

300mm WATER PIPELINE PROFILE
 SCALE: H = 1:500
 V = 1:100

22+00 22+20 22+40 22+60 22+80 23+00 23+20 23+40 23+60 23+80 24+00 24+20 24+40 24+60

NOTE: FOR COMPLETE R/W AND ACCURATE ACCESS DATA, SEE R/W RECORD MAPS AT DISTRICT OFFICE FOR REDUCED PLANS

EXHIBIT F-1

ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SHOWN

WATER LINE PLAN AND PROFILE
 SCALE AS SHOWN W-6

DATE PLOTTED: [] USERNAME: []



DIST	COUNTY	ROUTE	PROJECT NO.	POST NO.	SHEET NO.	TOTAL SHEETS
03	SAC	99	151/172	105	388	

DESIGNED BY: *Richard E. Medina* 05/24/08
 REGISTERED CIVIL ENGINEER



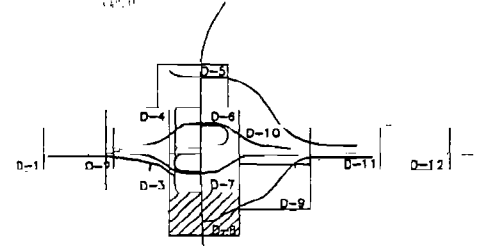
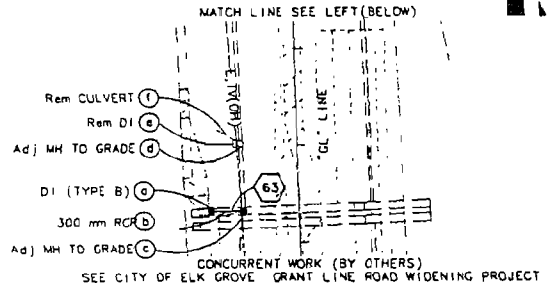
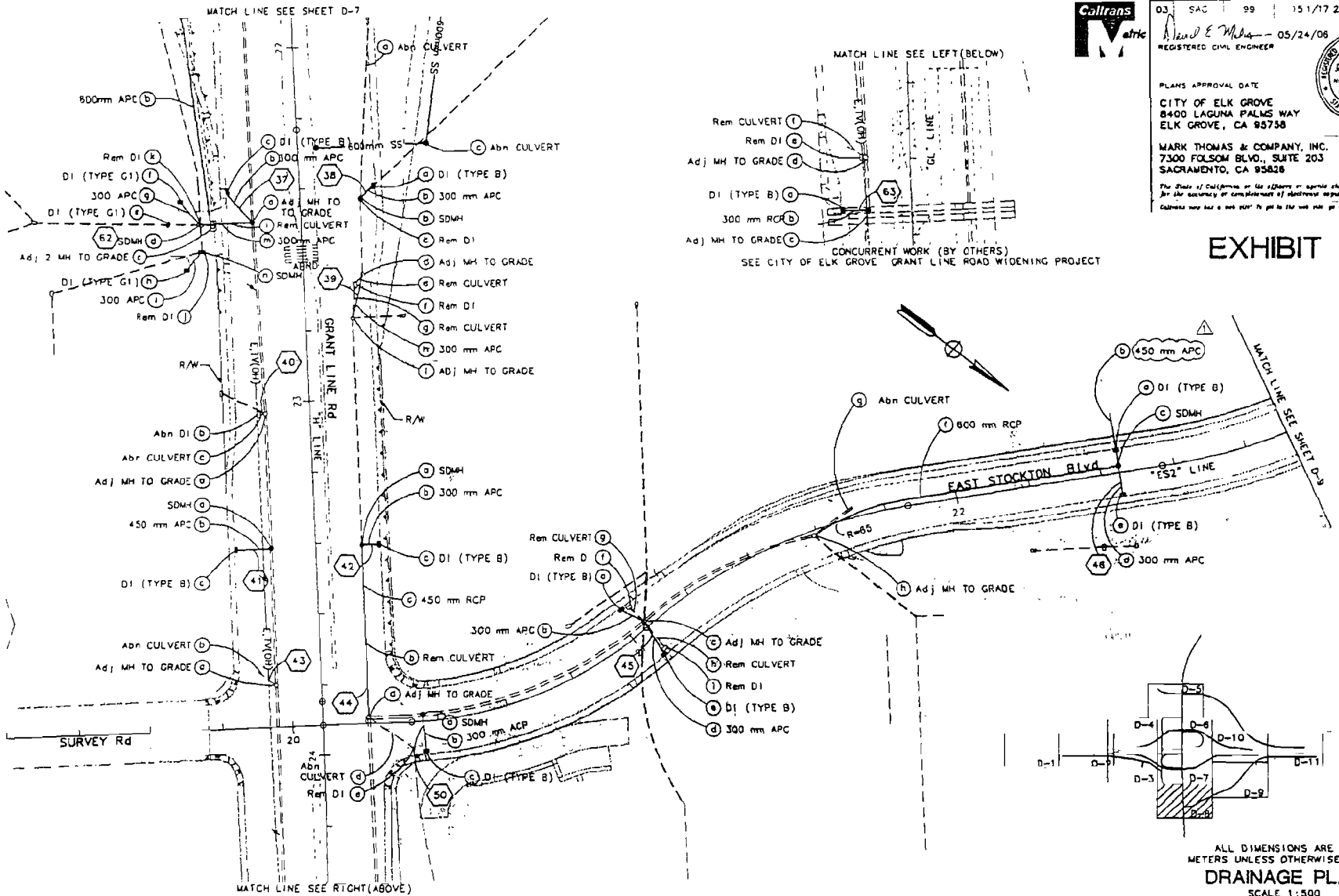
PLANS APPROVAL DATE
 CITY OF ELK GROVE
 8400 LAGUNA PALMS WAY
 ELK GROVE, CA 95758

MARK THOMAS & COMPANY, INC.
 7300 FOLSOM BLVD., SUITE 203
 SACRAMENTO, CA 95826

The State of California or its officers or agents shall not be responsible for the accuracy or completeness of abstracted copies of this plan sheet. Calltrans may have a role in the way this plan is used. Approved on 05/24/08

EXHIBIT F-2

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION	DESIGN OVERSIGHT	CALCULATED/DESIGNED BY	REMOVED BY
Calltrans	JULIO EL MIR	ANF/R/05	
		CHECKED BY	DATE REVISED
			DEM 12/05



ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SHOWN
DRAINAGE PLAN
 SCALE 1:500

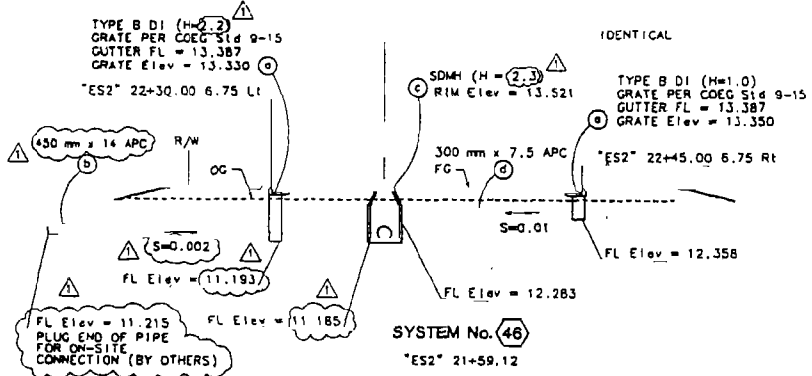
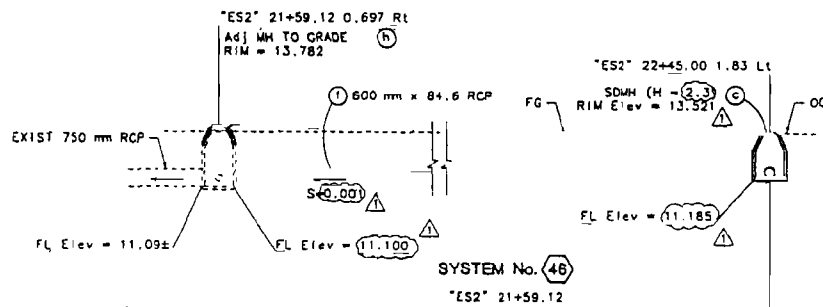
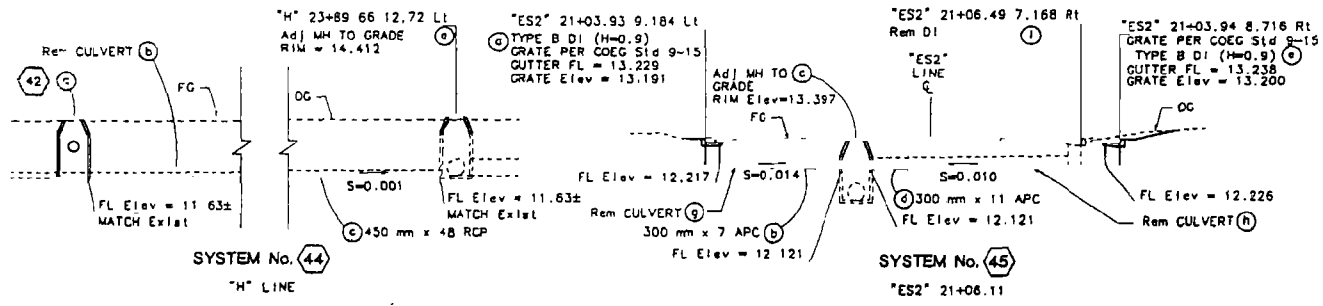
THIS PLAN ACCURATE FOR DRAINAGE WORK ONLY FOR REDUCED PLANS 0 20 40 60 80 100 USERNAME => USER

REVISER PER CCD No. 1

D-8

DATE PLOTTED => DATE REVISION

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION	DESIGN OVERSIGHT	DATE	REVISION
		BY	BY
Caltrans	JUL 10 ELV 1R	DATE	REVISION
		BY	BY
Station			
Sheet			
of			



△ REVISED PER CCO No. 1

FOR REDUCED PLANS 0 20 40 60 80 100 USERNAME => USER



DIST	COUNTY	ROUTE	QUANTITY POST	SHEET TOTAL
03	SAC	99	15.1/17.2	118 388

REGISTERED CIVIL ENGINEER
05/24/06



PLANS APPROVAL DATE
CITY OF ELK GROVE
8400 LAGUNA PALMS WAY
ELK GROVE, CA 95758

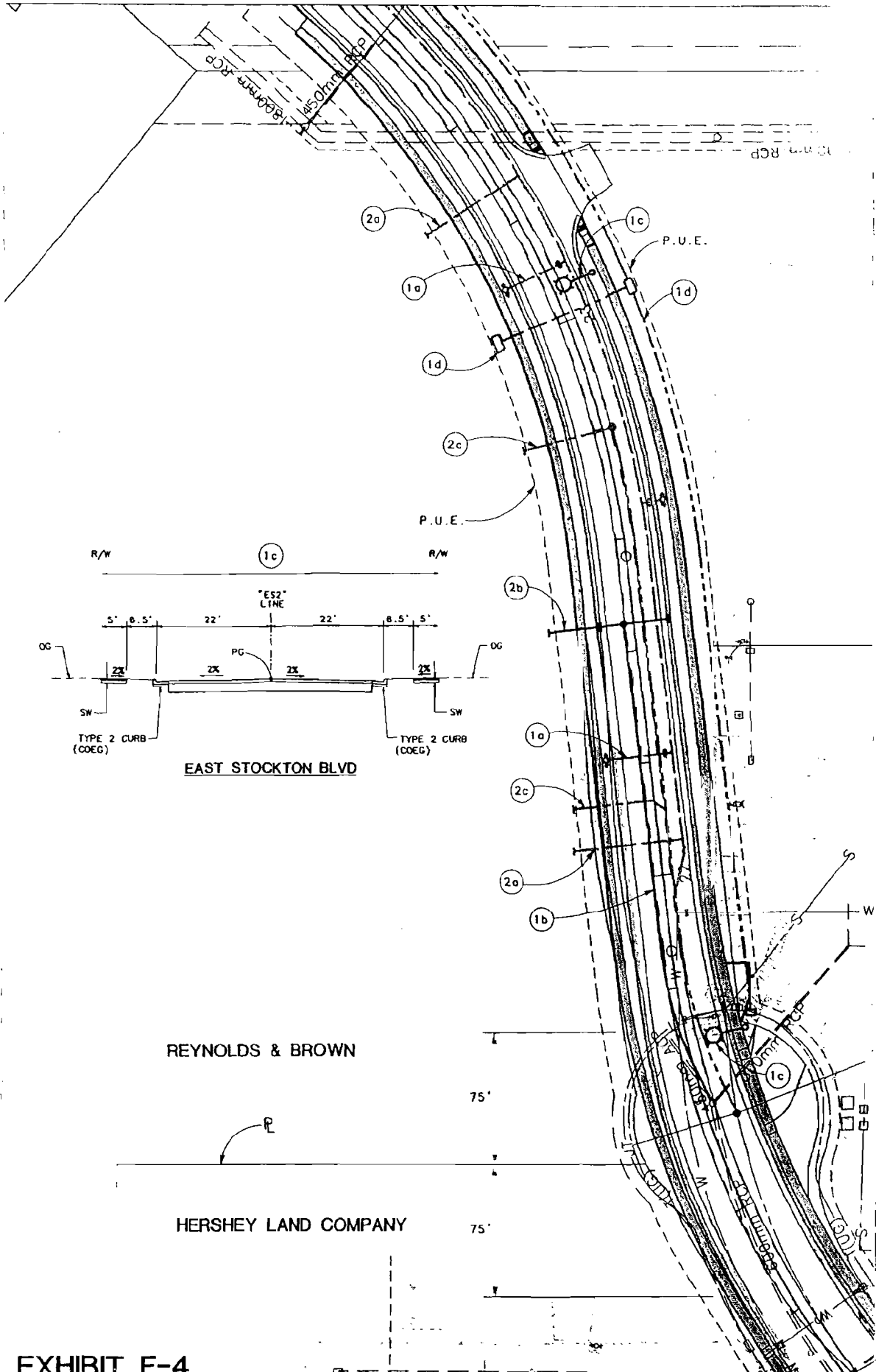
12
10
MARK THOMAS & COMPANY, INC.
7300 FOLSOM BLVD., SUITE 203
SACRAMENTO, CA 95826

The State of California or its officers or agents shall not be responsible for the accuracy or completeness of electronic copies of this plan sheet.

EXHIBIT F-3

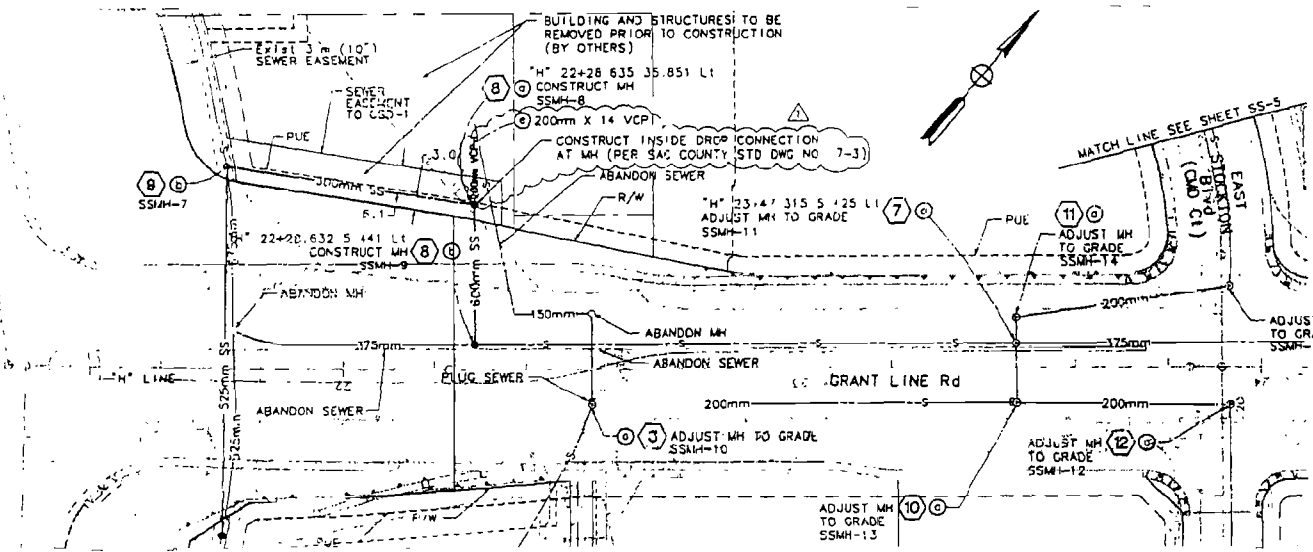
ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SHOWN
DRAINAGE PROFILES
SCALE Horiz: 1:100
Vert: 1:100 D-21

LAST REVISION / DATE PLOTTED => 30/04/2006



STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
Calltrans

DESIGN OVERSIGHT	DATE	REVISION	
	DESIGNED BY	DATE RE-DESIGNED	
CALCULATED/DESIGNED BY	CHECKED BY	DATE	
	CHECKED BY	DATE	
DESIGN OVERSIGHT	JULIO ELVIR		



DIST COUNTY ROUTE PROJECT NO SHEET TOTAL
 03 SAC 99 151/17.2 154 388

REGISTERED CIVIL ENGINEER DATE 05/24/06

PLANS APPROVAL DATE
 CITY OF ELK GROVE
 8400 LAGUNA PALMS WAY
 ELK GROVE, CA 95758

MARK THOMAS & COMPANY, INC.
 7300 FOLSOM BLVD., SUITE 203
 SACRAMENTO, CA 95826

The State of California or its officers or agents shall not be responsible for the accuracy or completeness of electronic copies of this plan sheet unless they have a link that go to the web site, go to http://www.dgs.ca.gov

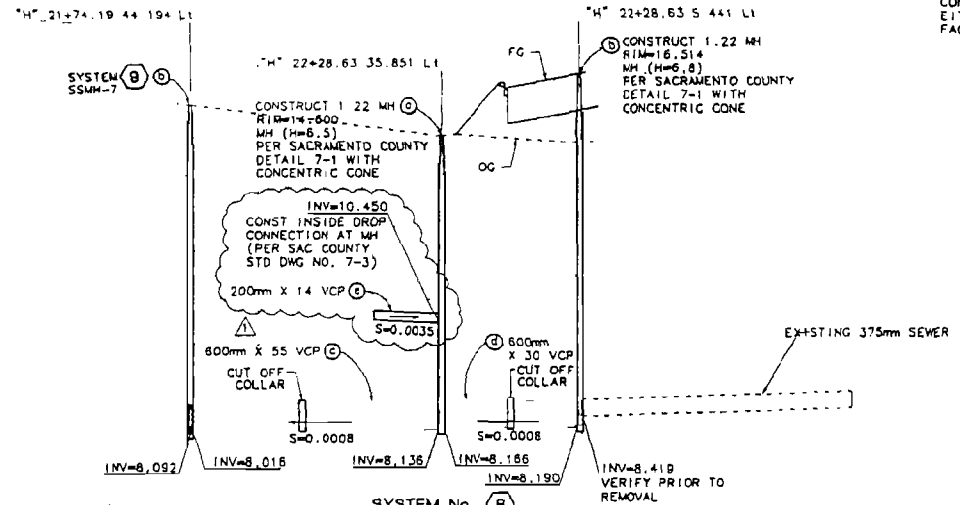


EXHIBIT F-7

PIPE RUN	PIPE MATL	BEDDING TYPE	MAX TRENCH WIDTH	MIN TRENCH WIDTH
9-8	VCP	TYPE II ALT	54 INCHES	41 INCHES
8-7	VCP	TYPE II ALT	54 INCHES	41 INCHES

- NOTE:**
- HIGH STRENGTH OR EXTRA STRENGTH VCP ARE ACCEPTABLE.
 - SEE SHEET SS-8 FOR BEDDING DETAILS (CRD T-4 DETAIL).

NOTE:
 CONSTRUCTION OF 525mm AND 600mm SEWER MAY REQUIRE BYPASS OR STOPPAGE OF EXISTING FLOW. THE ESTIMATED FLOW TO BE BYPASSED IS 500 GPM. CONTRACTOR SHALL NOTIFY CSD-1 AT LEAST 48 HOURS PRIOR TO INITIATING EITHER BYPASS OR STOPPAGE OPERATIONS FOR INSPECTION OF TEMPORARY FACILITIES AND EQUIPMENT.



REVISED PER CCO No. 1

SYSTEM No. **8**
 SCALE H = 1:500
 V = 1:50

THIS PLAN ACCURATE FOR SEWER WORK ONLY

ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SHOWN
SANITARY SEWER PLAN
 SCALE 1":500
SS-3

LAST REVISION DATE PROJECT NO. SHEET

EXHIBIT G

1 JOHN H. ERICKSON, No. 43996
ALICE M. BEASLEY, No. 56523
2 ALLISON D. DANIELS, No. 146126
ERICKSON, BEASLEY, HEWITT & WILSON LLP
3 483 Ninth Street, Suite 200
Oakland, California 94607
4 Telephone: (510) 839-3448; Fax: (510) 839-1622

5 Attorneys for Plaintiff
City of Elk Grove

Public Entity: Exempt from filing fees
pursuant to Gov. Code §6103

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SACRAMENTO

10
11 CITY OF ELK GROVE,) Case No. 05AS04339
12)
Plaintiff,) Assessor's Parcel No. 134-0600-41
13)
v.)
14)
MARTIN L. FELETTO, an individual;)
15)
MARVIN L. OATES, individually and as)
16)
Co-Trustee of the Marvin L. Oates Trust;)
17)
PHILLIP D. OATES, an individual;)
18)
COUNTY OF SACRAMENTO, a political)
subdivision of the State of California;) STIPULATION FOR ENTRY OF
19)
SOUTHWEST GRADING, INC., a California) JUDGMENT
corporation;)
20)
SACRAMENTO COUNTY WATER)
AGENCY, a political subdivision of the)
21)
State of California;)
HERSHEY LAND COMPANY, a California)
22)
general partnership;)
O.K. AND B., a California general partnership;)
23)
SOUTHERN PACIFIC TRANSPORTATION)
CO., a Delaware corporation;)
24)
SOUTHERN PACIFIC COMPANY;)
All persons unknown claiming an interest in)
25)
the property, and)
26)
DOES 1 through 50, inclusive,)
27)
Defendants.)
28)

Plaintiff CITY OF ELK GROVE and defendants MARINA SQUARE PARTNERS, et al.

1 JON Q. REYNOLDS, TRUSTEE OF THE JON Q. REYNOLDS AND ANN S. REYNOLDS
2 FAMILY TRUST DATED 12/23/92, DREW W. MICKEL AND DANA G. PARRY,
3 OF THE DANA AND MEREDITH PARRY FAMILY TRUST DATED 4/3/01, by and through
4 respective counsel, hereby stipulate that judgment in condemnation as to the real property
5 in the complaint on file in this matter may be entered according to the terms and conditions set forth
6 in the attached proposed judgment, marked Exhibit A and by this reference made a part of this
7 stipulation.

8
9 Dated: October __, 2006

ERICKSON, BEASLEY, HEWITT & WILSON LLP

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28

By _____
Allison D. Daniels
Attorneys for Plaintiff
City of Elk Grove

Dated: October __, 2006

By _____

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1 JOHN H. ERICKSON, No. 43996
 ALICE M. BEASLEY, No. 56523
 2 ALLISON D. DANIELS, No. 146126
 ERICKSON, BEASLEY, HEWITT & WILSON LLP
 3 483 Ninth Street, Suite 200
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 4 Telephone: (510) 839-3448; Fax: (510) 839-1622

5 Attorneys for Plaintiff
 City of Elk Grove

Public Entity: Exempt from filing fees
 pursuant to Gov. Code §6103

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
 9 COUNTY OF SACRAMENTO

11	CITY OF ELK GROVE,	)	Case No. 05AS04339
12	Plaintiff,	)	Assessor's Parcel No. 134-0600-41
13	v.)	
14	MARTIN L. FELETTO, an individual;)	
15	MARVIN L. OATES, individually and as)	
	Co-Trustee of the Marvin L. Oates Trust;)	
16	PHILLIP D. OATES, an individual;)	
17	COUNTY OF SACRAMENTO, a political	)	JUDGMENT IN CONDEMNATION
	subdivision of the State of California;)	
18	SOUTHWEST GRADING, INC., a California)	
	corporation;)	
19	SACRAMENTO COUNTY WATER	)	Action Filed: September 28, 2005
	AGENCY, a political subdivision of the	)	Trial Date: None Set
20	State of California;)	
	HERSHEY LAND COMPANY, a California)	
21	general partnership;)	
	O.K. AND B., a California general partnership;)	
22	SOUTHERN PACIFIC TRANSPORTATION)	
	CO., a Delaware corporation;)	
23	SOUTHERN PACIFIC COMPANY;)	
	All persons unknown claiming an interest in)	
24	the property, and)	
	DOES 1 through 50, inclusive,)	
25	Defendants.)	

26
 27 In the above-entitled cause, plaintiff CITY OF ELK GROVE and defendants MARINA
 28 SQUARE PARTNERS, L.P., JON Q. REYNOLDS, TRUSTEE OF THE JON Q. REYNOLDS
 AND ANN S. REYNOLDS FAMILY TRUST DATED 12/23/92, DREW W. MICKEL AND

1 DANA G. PARRY, TRUSTEE OF THE DANA AND MEREDITH PARRY FAMILY TRUST
2 DATED 4/3/01("Owners"), having stipulated that judgment be entered as follows:

3 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that pursuant to a
4 Settlement Agreement executed by Owners and Plaintiff on or about _____, the real
5 property interests described in the First Amended Complaint shall be condemned for the public
6 use of plaintiff.

7 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the terms of the
8 Settlement Agreement constitute full payment for the real property interests so taken, and for all
9 claims of compensation, including but not limited to, compensation for land, severance damages,
10 loss of goodwill damages, leasehold bonus value, interest, attorneys' fees and costs, liens or
11 damages of every kind and nature, suffered by Owner by reason of the taking of the property or
12 by reason of any action or inaction whatsoever on the part of plaintiff or its agents in relation to
13 the property.

14 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that in accordance with
15 this Judgment in Condemnation, the State Treasurer is hereby ordered to cause a warrant to be
16 drawn on the Condemnation Deposits Fund in the sum of \$268,500.00 made payable to City of
17 Elk Grove and mailed to the attention of Allison D. Daniels, Erickson, Beasley, Hewitt & Wilson
18 LLP, 483 Ninth Street, Suite 200, Oakland, California 94607 for disbursement to the payees.

19 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that defendants Martin L.
20 Feletto, Marvin Oates, County of Sacramento, Southwest Grading, Inc., Sacramento County
21 Water Agency, Hershey Land Company, Union Pacific Railroad company, having filed
22 disclaimers herein, judgment is granted as to these disclaiming defendants, and that said
23 defendants are not entitled to any compensation under this Judgment.

24 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, defendants Phillip D.
25 Oates, O.K. and B are in default, and that judgment is granted as to said defaulting defendants,
26 and that such defendants are not entitled to any compensation under this Judgment.

27 IT IS FURTHER ADJUDGED, ORDERED AND DECREED that pursuant to provisions
28 of section 5081 of the Revenue and Taxation Code and section 1268.410, et seq. of the Code of

1 Civil Procedure, any current or delinquent real property taxes, penalties or assessments that
2 lien against said property shall be prorated, apportioned, deducted and paid to the Tax Collector
3 of Sacramento County as of January 26, 2006, the effective date of possession set forth in the
4 Order For Possession entered on October 11, 2005, a true and correct copy of which is attached
5 hereto as Exhibit A.

6 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that any taxes, penalties or
7 assessments of Sacramento County or any other taxing agency accruing on the property actually
8 taken in fee after the effective date of the Order for Possession set forth in Exhibit A, and not
9 otherwise provided for herein, are hereby canceled, and the plaintiff shall take free and clear of
10 any lien or encumbrances therefor on said parcel.

11 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the use for which said
12 Property is sought to be condemned, to wit, the Grant Line Road/State Route 99 Interchange
13 Project, is and was a public use, and the taking in condemnation by plaintiff City of Elk Grove of
14 said property is and was necessary for said public use.

15 IT IS FURTHER ORDERED, JUDGMENT AND DECREED that the court retains
16 jurisdiction to adjudicate issues pertaining to the settlement agreement until the agreement has
17 been fully performed.

18

19 Dated:

JUDGE OF THE SUPERIOR COURT

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COPY

FILED
ENDORSED

05 OCT 13 PM 1:22

SACRAMENTO COURTS
DEPT. #53

1 JOHN H. ERICKSON, No. 43996
ALICE M. BEASLEY, No. 56523
2 ALLISON D. DANIELS, No. 146126
CLAUDIA J. GORHAM, No. 142344
3 ERICKSON, BEASLEY, HEWITT & WILSON LLP
483 Ninth Street, Suite 200
4 Oakland, California 94607
Telephone: (510) 839-3448; Fax: (510) 839-1622

5 Attorneys for Plaintiff
6 City of Elk Grove

Public Entity: Exempt from filing
fees pursuant to Gov. Code §6103

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 COUNTY OF SACRAMENTO

11	CITY OF ELK GROVE,	)	Case No. 05AS04339
12	Plaintiff,	)	Assessor's Parcel No. 134-0600-041
13	v.)	
14	MARTIN L. FELETTO, et al.,	)	ORDER FOR IMMEDIATE
15	Defendants.	)	POSSESSION
16	_____	)	Action Filed: September 28, 2005
		)	Trial Date: None Set

17
18 TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

19 Upon the complaint of plaintiff City of Elk Grove on file herein and upon the application
20 for an order for immediate possession, supported by the Declarations of Dwight Pattison, SRWA,
21 a real estate appraiser, and Robert Lee, P.E.; it appearing and the court determining that plaintiff
22 is authorized by law to take immediate possession of the property and property interests therein
23 described; and good cause appearing therefor,

24 IT IS HEREBY ORDERED AND DETERMINED that the amount set forth in the
25 declaration, consisting of a written statement and summary of the basis for the appraisal made by
26 declarant, Dwight Pattison, SRWA, as security for the property designated therein, is reasonably
27 adequate to secure to the owners of said property the probable just compensation for such taking
28 and any damage incident thereto.

1 IT IS FURTHER ORDERED that plaintiff is authorized and empowered to enter upon
2 and take immediate possession and use of the property rights described in the complaint for the
3 purposes set forth in the complaint, and to remove therefrom any and all persons, obstacles,
4 improvements or structures of every kind or nature situated thereon and to fully possess and use
5 said property rights for the purposes set forth in the complaint. This order for possession shall be
6 effective on November 12, 2005, provided this order is served at least thirty (30) days prior
7 thereto upon the record owner or owners of the interests in said property, and upon the
8 occupants; or on the expiration of thirty (30) days after such service, whichever occurs later, in
9 accordance with sections 1255.410, 1255.450, and 1255.070 of the California Code of Civil
10 Procedure.

11 IT IS FURTHER ORDERED that a writ of assistance shall issue ex parte on the
12 declaration of the plaintiff showing that the owners and occupants, if any, have failed to deliver
13 possession of said property rights upon demand of the plaintiff pursuant to this order.

14

15 Dated:

OCT 13 2005

LOREN E. McMASTER

JUDGE OF THE SUPERIOR COURT

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19 Q:\Elk Grove\Route 99 Grant Line IC 1284\Oates Feletto 1365\Pld\OIP Order.wpd

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1 JOHN H. ERICKSON, No. 43996
ALICE M. BEASLEY, No. 56523
2 ALLISON D. DANIELS, No. 146126
ERICKSON, BEASLEY, HEWITT & WILSON LLP
3 483 Ninth Street, Suite 200
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5 Attorneys for Plaintiff
City of Elk Grove
6

Public Entity: Exempt from filing fees
pursuant to Gov. Code §6103

7

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 COUNTY OF SACRAMENTO

10

11	CITY OF ELK GROVE,	)	Case No. 05AS04339
12)	
	Plaintiff,	)	Assessor's Parcel No. 134-0600-41
13	v.)	
14	MARTIN L. FELETTO, an individual;)	
	MARVIN L. OATES, individually and as)	
15	Co-Trustee of the Marvin L. Oates Trust;)	
	PHILLIP D. OATES, an individual;)	
16	COUNTY OF SACRAMENTO, a political	)	FINAL ORDER OF CONDEMNATION
	subdivision of the State of California;)	
17	SOUTHWEST GRADING, INC., a California)	
	corporation;)	
18	SACRAMENTO COUNTY WATER)	
	AGENCY, a political subdivision of the	)	Action Filed: September 28, 2005
19	State of California;	)	Trial Date: None Set
	HERSHEY LAND COMPANY, a California)	
20	general partnership;)	
	O.K. AND B., a California general partnership;)	
21	SOUTHERN PACIFIC TRANSPORTATION)	
	CO., a Delaware corporation;)	
22	SOUTHERN PACIFIC COMPANY;)	
	All persons unknown claiming an interest in)	
23	the property, and)	
	DOES 1 through 50, inclusive,)	
24)	
	Defendants.)	
25)	
26	_____)	

27

28

Judgment in Condemnation having been entered in the above entitled action on

1 December ____, 2006 in the office of the Clerk of the Sacramento County Superior Court of
2 California; that judgment having ordered, adjudged and decreed that plaintiff is entitled to
3 condemnation the fee simple interest in the property described in Exhibit "A" attached hereto and
4 incorporated herein by reference, and a permanent public utility easement interest in the property
5 more particularly described in Exhibit "A-1," attached hereto and incorporated herein by reference,
6 and it appearing to the Court's satisfaction that plaintiff City of Elk Grove has paid to defendants the
7 sum of money assessed by the Judgment in Condemnation entered herein.

8 THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED that the fee simple interest
9 together with the improvements, if any, situated thereon, and the underlying fee interest appurtenant
10 to such parcel in and to any adjoining streets, alleys, public ways, or railroad rights-of-way as
11 described and as referenced in Exhibit A attached hereto and incorporated herein by reference, be
12 and it hereby is condemned to and taken by plaintiff for the following public use, to wit, for the
13 construction, operation and maintenance of road improvements located in and around the interchange
14 of Grant Line Road and State Route 99.

15 THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED that the permanent public
16 utilities easement, as described and as referenced in Exhibit A-1 attached hereto and incorporated
17 herein by reference, be and it hereby is condemned to and taken by plaintiff for the following public
18 use, to wit, for the construction, operation and maintenance of road improvements located in and
19 around the interchange of Grant Line Road and State Route 99.

20 IT IS FURTHER ORDERED AND ADJUDGED that on filing a certified copy of this Final
21 Order of Condemnation with the County Recorder of Sacramento County, State of California, the
22 fee interest in the entire real property described in Exhibit "A," attached hereto and incorporated
23 herein by reference, and title thereto, shall vest in plaintiff, its successors, and its assigns.

24 IT IS FURTHER ORDERED AND ADJUDGED that on filing a certified copy of this Final
25 Order of Condemnation with the County Recorder of Sacramento County, State of California,
26 permanent public utilities easement described in Exhibit "A-1," attached hereto and incorporated
27 herein by reference, and title thereto, shall vest in plaintiff, its successors, and its assigns.

28 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that any taxes, penalties or

1 assessments of Sacramento County or any other taxing agency accruing on the property described
2 in Exhibits "A" and "A-1" attached hereto and incorporated herein by reference, from the date of the Order
3 January 26, 2006, the effective date of the Order for Immediate Possession, are hereby confirmed,
4 pursuant to California Revenue and Taxation Code, Division 1, Article 5, section 5081 et seq.

5

6 Dated: _____

Judge of the Superior Court

7

8 APPROVED AS TO FORM:

9

10 By _____

11 Attorneys for

12

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Exhibit 'A' Page 1 of 2

City Parcels 04-15-24-A, -B
In or near APN 134-0600-041

Located in the City of Elk Grove, County of Sacramento, State of California, being a part of Parcel 3 of the Parcel Map filed August 19, 1991, in Book 125 of Parcel Maps at Page 25, Records of Sacramento County, lying within the Lot Line Adjustment Resultant Parcel 3 described in the Boundary Line Adjustment recorded April 2, 2004 in Book 20040402 Page 1408, Official Records of Sacramento County, and more particularly described as follows:

BEGINNING at the easterly corner of said Resultant Parcel 3, on the centerline of CMD Court as shown on said Parcel Map; thence along the southeasterly boundary line of said Resultant Parcel 3, South49°11'07"West a distance of 14.315 meters; thence along a non-tangent curve to the right having a radius of 101.743 meters, a chord bearing North58°51'17"West 10.130 meters, through a central angle of 5°42'26" an arc length of 10.134 meters to a point of compound curvature; thence along a tangent curve to the right having a radius of 136.363 meters, a chord bearing North51°41'54"West 20.462 meters, through a central angle of 8°36'21" an arc length of 20.482 meters to a point of tangency; thence North47°23'43"West a distance of 76.577 meters to a point of curvature; thence along a tangent curve to the left, having a radius of 144.628 meters, a chord bearing North66°54'07"West 96.587 meters, through a central angle of 39°00'48" an arc length of 98.479 meters to the northwesterly boundary line of said Resultant Parcel 3; thence along last said line, North49°12'24"East a distance of 28.101 meters to a curve concentric with the curve above having a radius of 144.628 meters; thence along said concentric curve, along a curve to the right having a radius of 165.507 meters, a chord bearing South63°25'02"East, through a central angle of 32°02'38" and arc length of 92.563 meters to a point of tangency on a line parallel with and distant 20.879 meters northeasterly, measured at right angles, from the course above having a length of 76.577 meters; thence along said parallel line, South47°23'43"East a distance of 43.696 meters to the northeasterly boundary line of said Resultant Parcel 3, distant thereon 127.738 meters from the most northerly corner of said Resultant Parcel 3; thence along last said line the following 3 courses: 1) South40°47'36"East a distance of 40.123 meters; thence 2) South48°41'31"East a distance of 16.459 meters; thence 3) along a non-tangent curve to the left having a radius of 106.679 meters, a chord bearing South54°55'59"East 8.617 meters, through a central angle of 4°37'44" an arc length of 8.619 meters to the **POINT OF BEGINNING**.

Containing an area of 0.40082 hectares (43,144 square feet or 0.9904 acres), more or less.

EXCEPTING THEREFROM all that portion thereof lying below a depth of 500 feet, measured vertically, from the contour of the surface of said property, without 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 excepted in Deeds from Southern Pacific Industrial Development Company, recorded in Book 800825 Page 1165, Official Records of

City Parcels 04-15-24-A, -B
In or near APN 134-0600-041

Sacramento County, and in Book 830428 Page 236, Official Records of Sacramento County.

The bearings and distances used in the above description are based upon the California Coordinate System of 1983, Zone 2. Divide the above distances by 0.99999 to obtain ground level distances. To convert meters to U.S. survey feet, multiply the distance by 3937/1200. To convert hectares to acres, multiply hectares by 2.471±.

This real property description has been prepared at Mark Thomas & Co. Inc., by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

Daniel H. Thorpe
Daniel H. Thorpe
Professional Land Surveyor
California No. 6455



March 23, 2005
Date

EXHIBIT 'A' Page 1 of 1

City Parcel 04-15-24-F
In APN 134-0600-041

Located in the City of Elk Grove, County of Sacramento, State of California, being a part of Parcel 3 of the Parcel Map filed August 19, 1991, in Book 125 of Parcel Maps at Page 25, Records of Sacramento County, lying within the Lot Line Adjustment Resultant Parcel 3 described in the Boundary Line Adjustment recorded April 2, 2004 in Book 20040402 Page 1408, Official Records of Sacramento County, and more particularly described as follows:

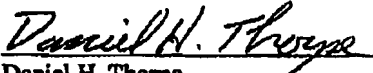
BEGINNING at the northerly corner of said Resultant Parcel 3; thence along the northeasterly line of said Resultant Parcel 3, South40°47'36"East a distance of 127.738 meters; thence North47°23'43"West a distance of 43.696 meters to a point of curvature; thence along a tangent curve to the left having a radius of 165.507 meters, a chord bearing North63°25'02"West 91.361 meters, through a central angle of 32°02'38" an arc length of 92.563 meters to the northwesterly line of said Resultant Parcel 3; thence along last said line, North49°12'24"East a distance of 40.169 meters to the **POINT OF BEGINNING**.

Containing an area of 0.16215 hectares (17,454 square feet or 0.4007 acres), more or less.

EXCEPTING THEREFROM all that portion thereof lying below a depth of 500 feet, measured vertically, from the contour of the surface of said property, without 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 excepted in Deeds from Southern Pacific Industrial Development Company, recorded in Book 800825 Page 1165, Official Records of Sacramento County, and in Book 830428 Page 236, Official Records of Sacramento County.

The bearings and distances used in the above description are based upon the California Coordinate System of 1983, Zone 2. Divide the above distances by 0.99999 to obtain ground level distances. To convert meters to U.S. survey feet, multiply the distance by 3937/1200. To convert hectares to acres, multiply hectares by 2.471±.

This real property description has been prepared at Mark Thomas & Co. Inc., by me, or under my direction, in conformance with the Professional Land Surveyor's Act.


Daniel H. Thorpe
Professional Land Surveyor
California No. 6455



March 23, 2005
Date

EXHIBIT A-1

Exhibit 'A-1' Page 1 of 3

City Parcels 04-15-24-C, & -D
In APN 134-0600-041

Located in the City of Elk Grove, County of Sacramento, State of California, being a part of Parcel 3 of the Parcel Map filed August 19, 1991, in Book 125 of Parcel Maps at Page 25, Records of Sacramento County, being 3.810 meter wide strips of land within the Lot Line Adjustment Resultant Parcel 3 described in the Boundary Line Adjustment recorded April 2, 2004 in Book 20040402 Page 1408, Official Records of Sacramento County, and more particularly described as follows:

04-15-24-C

COMMENCING at the northerly corner of said Resultant Parcel 3; thence along the easterly boundary line of said Resultant Parcel 3 the following 2 courses: 1) South40°47'36"East a distance of 167.861 meters to the northwesterly right of way line of the cul-de-sac at the northwesterly terminus of CMD Court as shown on said Parcel Map; 2) thence South48°41'31"East a distance of 16.459 meters to the center of said cul-de-sac; thence South79°39'37"West 20.269 meters to the **POINT OF BEGINNING** on the westerly line of the 12.5 feet wide Public Utility Easement adjoining said CMD Court as shown on said Parcel Map; thence along last said line, along a non-tangent curve to the left, having a radius of 20.269 meters, a chord bearing South20°15'20"East 6.981 meters, through a central angle of 19°49'53" an arc length of 7.016 meters; thence along a non-tangent curve to the right having a radius of 140.173 meters, a chord bearing North50°58'00"West 17.463 meters, through a central angle of 7°08'34" an arc length of 17.475 meters to a point of tangency; thence North47°23'43"West a distance of 76.577 meters to a point of curvature; thence along a tangent curve to the left having a radius of 140.818 meters, a chord bearing North67°42'20"West 97.757 meters, through a central angle of 40°37'14" an arc length of 99.834 meters to the northwesterly boundary line said Resultant Parcel 3; thence along last said line North49°12'24"East a distance of 5.526 meters; thence along a non-tangent curve to the right, having a radius of 144.628 meters, a chord bearing South66°54'07"East 96.587 meters, through a central angle of 39°00'48" an arc length of 98.479 meters to a point of tangency; thence South47°23'43"East a distance of 76.577 meters to a point of curvature; thence along a tangent curve to the left having a radius of 136.363 meters, a chord bearing South49°45'17"East 11.227 meters, through a central angle of 4°43'07" an arc length of 11.230 meters to the **POINT OF BEGINNING**.

Containing an area of 0.07229 hectares (7,781 square feet or 0.1786 acres), more or less.

04-15-24-D

COMMENCING at the northerly corner of said Resultant Parcel 3; thence along the northeasterly boundary line of said Resultant Parcel 3 the following 2 courses: 1) South40°47'36"East a distance of 94.600 meters to the **POINT OF BEGINNING**; thence 2) , South40°47'36"East a distance of 33.138 meters; thence North47°23'43"West a distance of 43.696 meters to a point of curvature; thence along a tangent curve to the left having a radius of 165.507 meters, a chord bearing North63°25'02"West 91.361 meters, through a central angle of 32°02'38" an arc length of 92.563 meters to the

Exhibit 'A-1' Page 2 of 3

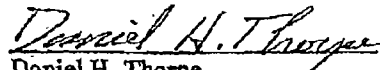
City Parcels 04-15-24-C, & -D
In APN 134-0600-041

northwesterly boundary line of said Resultant Parcel 3; thence along last said line,
North49°12'24"East a distance of 4.844 meters; thence along a non-tangent curve to the right having a
radius of 169.317 meters, a chord bearing South62°54'20"East 90.553 meters, through a central angle
of 31°01'13" an arc length of 91.669 meters to a point of tangency; thence South47°23'43"East a
distance of 10.778 meters to the POINT OF BEGINNING.

Containing an area of 0.04547 hectares (4,894 square feet or 0.1124 acres), more or less.

The bearings and distances used in the above descriptions are based upon the California Coordinate System of
1983, Zone 2. Divide the above distances by 0.99999 to obtain ground level distances. To convert meters to U.S.
survey feet, multiply the distance by 3937/1200. To convert hectares to acres, multiply hectares by 2.471±.

This real property description has been prepared at Mark Thomas & Co. Inc., by me, or under my
direction, in conformance with the Professional Land Surveyor's Act.


Daniel H. Thorpe
Professional Land Surveyor
California No. 6455



March 23, 2005
Date

Exhibit 'A-1' Page 3 of 3

Public Utility Easement

The purpose of the Public Utility Easement is for construction, re-construction, installation, use, repair, rehabilitation and maintenance of public utilities inclusive of water, gas, sewer, drainage pipes, poles, overhead wires and appurtenances thereto, over, across, and under all that real property situated in the City of Elk Grove, County of Sacramento, State of California.

EXHIBIT G-1

NO FEE DOCUMENT

Government Code §6103 & §27383

RECORDING REQUESTED BY AND

WHEN RECORDED MAIL TO:

City Clerk
CITY OF ELK GROVE
8380 Laguna Palms Way
Elk Grove, CA 95758

The Above Space For Recorder's Use Only

OK to Accept: _____
Date: _____

Project Name: Grant Line Road State Route 99 IC
Address: CMD Court
APN: Portion of 134-0600-041

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTIONS 6103 and 27383 OF THE CALIFORNIA GOVERNMENT CODE.

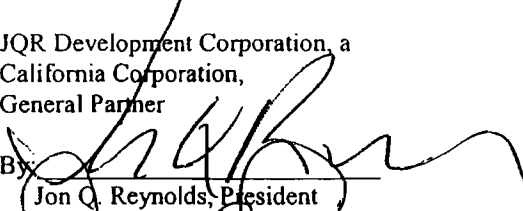
GRANT DEED

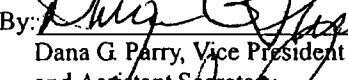
FOR A VALUABLE CONSIDERATION, receipt and sufficiency is hereby acknowledged, **Marina Square Partners, L.P.**, a California limited partnership, **Jon Q. Reynolds, Trustee of the Jon Q. Reynolds and Ann S. Reynolds Family Trust dated 12/23/92**, **Drew W. Mickel, an individual**, **Dana G. Parry, Trustee of the Dana and Meredith Parry Family Trust dated 4/3/01**, hereby grants to the **City of Elk Grove, a municipal corporation**, the following described real property situated in the City of Elk Grove, County of Sacramento, State of California; as described in Exhibit "A" and depicted in Exhibit "B."

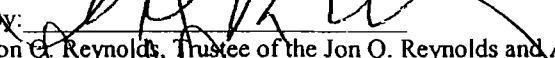
Executed this 22 day of November, 202006

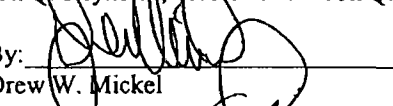
Marina Square Partners, L.P., a California limited partnership

By: JQR Development Corporation, a
California Corporation,
General Partner

By: 
Jon Q. Reynolds, President

By: 
Dana G. Parry, Vice President
and Assistant Secretary

By: 
Jon Q. Reynolds, Trustee of the Jon Q. Reynolds and Ann S. Reynolds Family Trust dated 12/23/92

By: 
Drew W. Mickel

By: 
Dana G. Parry, Trustee of the Dana and Meredith Parry Family Trust dated 4/3/01

Mail Tax Statements To:
Finance Department
City of Elk Grove
8401 Laguna Palms Way
Elk Grove, CA 95758

Exhibit G-1

EXHIBIT 'A' Page 1 of 1

City Parcel 04-15-24-G
In or near APN 134-0600-041

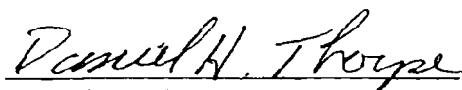
Located in the City of Elk Grove, County of Sacramento, State of California, being a part of Parcel 3 of the Parcel Map filed August 19, 1991, in Book 125 of Parcel Maps at Page 25, Records of Sacramento County, within the Lot Line Adjustment Resultant Parcel 3 described in the Boundary Line Adjustment recorded April 2, 2004 in Book 20040402 Page 1408, Official Records of Sacramento County, and more particularly described as follows:

COMMENCING at the easterly corner of said Resultant Parcel 3, on the centerline of CMD Court as shown on said Parcel Map; thence along the southeasterly boundary of said Resultant Parcel 3 the following 2 courses: 1) South49°11'07"West a distance of 14.315 meters to the **POINT OF BEGINNING**; 2) thence South49°11'07"West a distance of 1.967 meters to the southwesterly right of way of said CMD Court; thence along said right of way, along a non-tangent curve to the right having a radius of 16.459 meters, a chord bearing North49°22'38"West 12.304 meters, through a central angle of 43°53'49" an arc length of 12.610 meters; thence along a curve to the left having a radius of 136.363 meters, a chord bearing South55°27'03"East 2.620 meters, through a central angle of 1°06'03" an arc length of 2.620 meters to a point of compound curvature; thence along a tangent curve to the left having a radius of 101.743 meters, a chord bearing South58°51'17"East 10.130 meters, through a central angle of 5°42'26" an arc length of 10.134 meters to the **POINT OF BEGINNING**.

Containing an area of 0.00202 hectares (217 square feet or 0.0050 acres), more or less.

The bearings and distances used in the above description are based upon the California Coordinate System of 1983, Zone 2. Divide the above distances by 0.99999 to obtain ground level distances. To convert meters to U.S. survey feet, multiply the distance by 3937/1200. To convert hectares to acres, multiply hectares by 2.471±.

This real property description has been prepared at Mark Thomas & Co. Inc., by me, or under my direction, in conformance with the Professional Land Surveyor's Act.


Daniel H. Thorpe
Professional Land Surveyor
California No. 6455



March 23, 2005
Date

This exhibit is for graphic purposes only. Any errors or omissions shall not effect the deed descriptions.

Parcel 3
125 PM 25



R=136.363m
Δ=1°06'03"
L=2.620m
Ch=S55°27'03"E
2.620m

04-15-24-G
Excess R/W

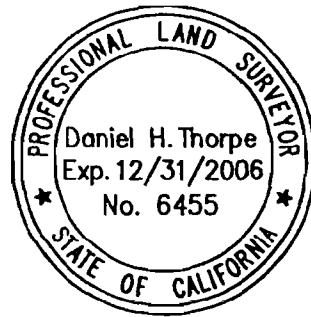
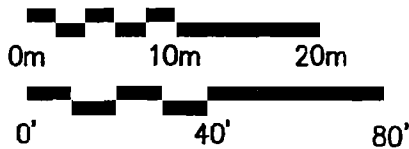
R=101.743m
Δ=5°42'26"
L=10.134m
Ch=S58°51'17"E
10.130m
14.315m

APN 134-0600-041
R=16.459m
L=12.610m
Δ=43°53'49"
Ch=N49°22'38"W
12.304m

LLA
20040402/1408
Resultant Parcel 3

S49°11'07"W 1.967m

CMD
Court

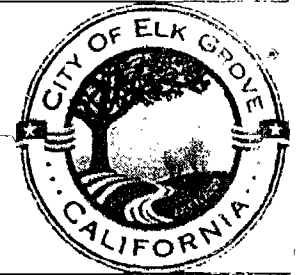


Daniel H. Thorpe

Bearings and distances shown are based on the California Coordinate System of 1983, Zone 2, in meters. Divide distances shown by 0.99999 to get ground level distances.



IN THE CITY OF ELK GROVE
SACRAMENTO COUNTY, CALIFORNIA
CITY PARCEL 04-15-24-G



Scale 1 : 1000
Date 23-Mar-2005
Drawn By Stanley
Checked By Thorpe

EXHIBIT B Plat to Accompany Legal Description
Excess R/W of 0.00202±hectares
(217±sq.ft. or 0.0050±acres) in
APN 134-0600-041

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Contra Costa

On November 22, 2006 before me, Christine Ann Crecelius, Notary Public

personally appeared Dana G. Parry

personally known to me

(or 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.

Christine Ann Crecelius

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: Grant Deed

Document Date: November 22, 2006 Number of Pages: _____

Signer(s) Other Than Named Above: Drew W. Mickel, Jon Q. Reynolds

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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



Signer's Name: _____

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



Signer Is Representing: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

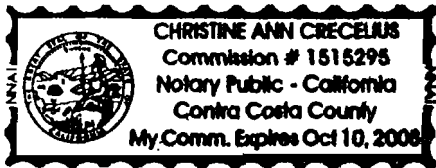
County of Contra Costa

On November 22, 2006 before me, Christine Ann Crecelius, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Drew W. Mickel
Name(s) of Signer(s)

personally known to me

(or 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.

Christine Ann Crecelius
Signature of Notary Public

Place Notary Seal Above

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: Grant Deed

Document Date: November 22, 2006 Number of Pages: _____

Signer(s) Other Than Named Above: Dana G. Parry, Jon Q. Reynolds

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

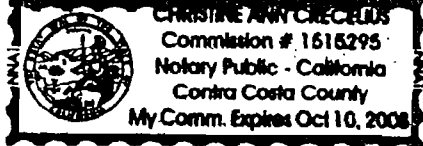
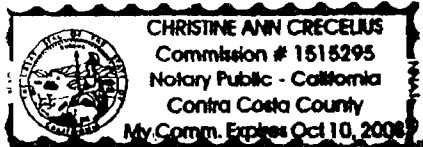
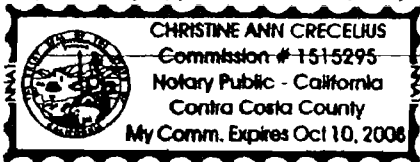
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Contra Costa

On November 22, 2006 before me, Christine Ann Crecelius, Notary Public

personally appeared Jan Q. Reynolds



Place Notary Seal Above

personally known to me
 (or proved to me on the basis of satisfactory evidence)

to be the person whose name 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 on the instrument the person , or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Christine Ann Crecelius
 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: Grant Deed

Document Date: November 22, 2006 Number of Pages: _____

Signer(s) Other Than Named Above: Dana G. Parry, Drew W. Mickel

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

EXHIBIT G-2

1 STEVEN P. BELZER - State Bar No. 047450
MARTIN D. CARR - State Bar No. 210234
2 LAW OFFICES OF BELZER & CARR
428 J Street, Suite 530
3 Sacramento, CA 95814
(916) 442-6500
4 (916) 442-6510 FAX

5 Attorneys for Defendants
MARVIN L. OATES, Trustee of the Marvin L.
6 Oates Trust and MARTIN L. FELETTO and for Answering
Defendants MARINA SQUARE PARTNERS, L.P.; JON Q.
7 REYNOLDS as trustee of the Jon Q. Reynolds and Ann S.
Reynolds Family Trust Dated 12/23/92; DREW W.
8 MICKEL; and DANA G. PARRY as trustee of the Dana
and Meredith Parry Family Trust Dated 4/3/01
9

10

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA

12 COUNTY OF SACRAMENTO

13

14 CITY OF ELK GROVE,) Case No. 05AS04339
15 Plaintiff,) APN: 134-0600-41

16 vs.) **DISCLAIMER**

17 MARTIN L. FELETTO, an individual;)
MARVIN L. OATES, individually and as Co-) Complaint filed: September 28, 2005
18 Trustee of the Marvin L. Oates Trust; PHILLIP) Trial Date: None Set
D. OATES, an individual; COUNTY OF

19 SACRAMENTO, a political subdivision of the)
State of California; SOUTHWEST GRADING,)
20 INC., a California corporation;)
SACRAMENTO COUNTY WATER)
21 AGENCY, a political subdivision of the State of)
California; HERSHEY LAND COMPANY, a)
22 California general partnership; O.K. AND B., a)
California general partnership; SOUTHERN)
23 PACIFIC TRANSPORTATION CO., a)
Delaware corporation; SOUTHERN PACIFIC)
24 COMPANY; All persons unknown claiming an)
25 interest in the property, and DOES 1 through)
26 Defendants.)

27

28 Defendant, Martin L. Feletto, hereby disclaims any interest in the real property which

1 is the subject of the proceeding and any compensation.

2 DATED: 10-13 - 2006

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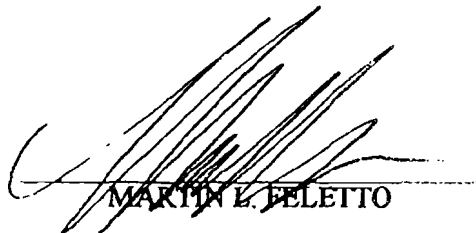
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MARTIN L. FELETTO

r:\clients\etv\etv case\0241-001 reynolds & brown\l\fa-chimr101306p.doc

1 STEVEN P. BELZER - State Bar No. 047450
MARTIN D. CARR - State Bar No. 210234
2 LAW OFFICES OF BELZER & CARR
428 J Street, Suite 530
3 Sacramento, CA 95814
(916) 442-6500
4 (916) 442-6510 FAX

5 Attorneys for Defendants
MARVIN L. OATES, Trustee of the Marvin L.
6 Oates Trust and MARTIN L. FELETTO and for Answering
Defendants MARINA SQUARE PARTNERS, L.P.; JON Q.
7 REYNOLDS as trustee of the Jon Q. Reynolds and Ann S.
Reynolds Family Trust Dated 12/23/92; DREW W.
8 MICKEL; and DANA G. PARRY as trustee of the Dana
and Meredith Parry Family Trust Dated 4/3/01
9

10

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA

12 COUNTY OF SACRAMENTO

13

14 CITY OF ELK GROVE,) Case No. 05AS04339

15 Plaintiff,) APN: 134-0600-41

16 vs.) **DISCLAIMER**

17 MARTIN L. FELETTO, an individual;)
MARVIN L. OATES, individually and as Co-) Complaint filed: September 28, 2005
18 Trustee of the Marvin L. Oates Trust; PHILLIP) Trial Date: None Set
D. OATES, an individual; COUNTY OF)

19 SACRAMENTO, a political subdivision of the)
State of California; SOUTHWEST GRADING,)

20 INC., a California corporation;)
SACRAMENTO COUNTY WATER)

21 AGENCY, a political subdivision of the State of)
California; HERSHEY LAND COMPANY, a)

22 California general partnership; O.K. AND B., a)
California general partnership; SOUTHERN)

23 PACIFIC TRANSPORTATION CO., a)
Delaware corporation; SOUTHERN PACIFIC)

24 COMPANY; All persons unknown claiming an)
interest in the property, and DOES 1 through)
25 50, inclusive,)

26 Defendants.)
27

28 Defendant, MARVIN L. OATES, individually and as Co-Trustee of the Marvin L.

1 Oates Trust, hereby disclaims any interest in the real property which is the subject of the
2 proceeding and any compensation.

3 DATED: 10/23 2006

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MARVIN L. OATES

s:\clients\steve's cases\0241-001 reynolds & brown\mfodsclaimer101306p.doc

EXHIBIT G-3

1 STEVEN P. BELZER - State Bar No. 047450
MARTIN D. CARR – State Bar No. 210234
2 LAW OFFICES OF BELZER & CARR
A Professional Association
3 428 J Street, Suite 530
Sacramento, CA 95814
4 (916) 442-6500
(916) 442-6510 FAX
5

6 Attorneys for MARINA SQUARE PARTNERS,
L.P.; JON Q. REYNOLDS as trustee of the Jon Q.
7 Reynolds and Ann S. Reynolds Family Trust dated
12/23/92; DREW W. MICKEL; and DANA G.
8 PARRY as trustee of the Dana and Meredith Parry
Family Trust Dated 4/3/01
9

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF SACRAMENTO
12

13 CITY OF ELK GROVE,) Case No. 05AS04334
14 Plaintiff,)
15 vs.) APNs 134-0600-029 and 134-0600-040
16 HERSHEY LAND COMPANY GRANTLINE)
17 ROAD, LLC, a California limited liability)
company, et al.,)
18 Defendants.)

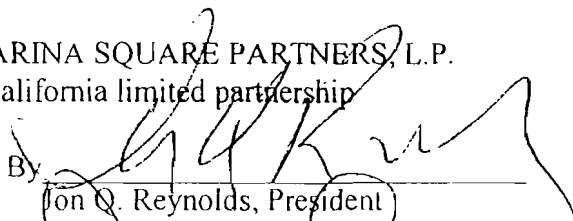
19 _____
20 Pursuant to Code of Civil Procedure section 1250.325, Defendants Marina Square
21 Partners, L.P., Jon Q. Reynolds, Trustee of the Jon Q. Reynolds and Ann S. Reynolds Family
22 Trust dated 12/23/92, Dana G. Parry, Trustee of the Dana and Meredith Parry Family Trust
23 dated 4/3/01, and Drew W. Mickel hereby claim no interest in the property which is the
24 subject matter of the above-captioned lawsuit or in any compensation that may be awarded.
25

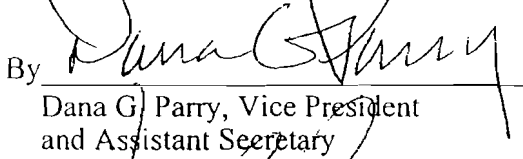
26 [SIGNATURE PAGE TO FOLLOW]
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DATED: November 22, 2006

MARINA SQUARE PARTNERS, L.P.
a California limited partnership

By 
Jon Q. Reynolds, President

By 
Dana G. Parry, Vice President
and Assistant Secretary


Jon Q. Reynolds, Trustee of the Jon Q.
Reynolds and Ann S. Reynolds Family Trust
Dated 12/23/92


Drew W. Mickel

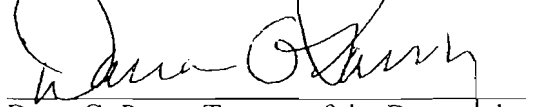

Dana G. Parry, Trustee of the Dana and
Meredith Parry Family Trust dated 4/3/01

EXHIBIT H

DRAFT

File No.: ACQ # 04-15-23
Project: Grant Line /SR 99 Interchange
Parcel No.: APN 134-0600-031 & 032
Escrow #: 515161
Title Company: Fidelity National Title
Date of Preliminary Title Report:

AGREEMENT RE REMOVAL OF UNDERGROUND STORAGE TANKS AND CONTAMINATION

Whereas, the City of Elk Grove (“Grantee”) filed an eminent domain action entitled *City of Elk Grove v. BP West Coast Products LLC*, Case No. 05AS04324, regarding property owned by BP West Coast Products LLC (“Grantor”) and located at 10466 Grant Line Road, Elk Grove, California, and identified as Assessor’s Parcel Nos. 134-0660-031 and 134-0600-032 (“Property”).

Whereas Grantor and Grantee wish to enter into a Judgment in Condemnation attached hereto as Exhibit A and wish to convey the fee interest in the Property to Grantee pursuant to the Final Order of Condemnation attached hereto as Exhibit B.

Whereas, as a condition to payment under the Judgment, Grantor agrees to remove the underground storage tanks, lines and associated equipment (collectively referred to herein as the “USTs”) and hazardous materials from the Property as set forth under the terms herein.

Now, therefore, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. Definitions:
 - a. “Removal Work” means removal of USTs as set forth in paragraph 3 herein.
 - b. “Pre-Closing Contamination” means hydrocarbons, TPHg (total petroleum hydrocarbons as gasoline), MTBE and other fuel additives, petroleum, and petroleum derivative products disposed of or released into the soil or groundwater. Notwithstanding the foregoing, Pre-Closing Contamination includes such contamination discovered during and after the Removal Work described herein. Pre-Closing Contamination shall not include any hazardous substances disposed of or released into the soil or groundwater after the Closing Date by any party other than Grantor. For purposes of this Agreement, the “Closing Date” is the date the Grantee takes physical possession of the Property.

DRAFT

- c. "Agency" means the environmental regulatory agency that has jurisdiction over the assessment and remediation of Pre-Closing Contamination.
 - d. The term "Contamination" means hydrocarbons, TPHg (total petroleum hydrocarbons as gasoline), MTBE and other fuel additives, petroleum, and petroleum derivative products present in the soil or groundwater.
2. No later than March 1, 2007, Grantor shall enter into a contract for the removal of USTs on Grantor's Property. The contract shall require that the following work be completed ("Removal Work") on or before April 30, 2007:
- The USTs shall be removed and disposed of away from the site.
 - The removal, transportation and disposal of the USTs shall be undertaken in accordance with all applicable State and local laws and regulations.
 - Fences or other appropriate barriers shall be erected to protect the public and to secure the project site from the general public.
 - Written notice of the work shall be given to property owners of adjoining properties not less than ten (10) days before the commencement of any work. Notice shall also be sent to the City of Elk Grove, 8401 Laguna Palms Way, Elk Grove, CA 95758 with attention directed to the CITY of Elk Grove's Senior Project Manager, or his designee.
 - The Contractor shall keep all public property clean during the work, and shall wash off all public streets and sidewalks to remove all silt and dust.
 - Depressions or pits resulting from the UST removal shall be completely filled with earth fill. The fill shall be placed as structural backfill per the recommendations of the geotechnical engineer. The earth fill shall be free from organic debris and contaminants and placed in six inch lifts.
 - Ponding and jetting will not be permitted.
 - All trenches shall be backfilled with earth fill and compacted to a relative compaction of not less than 90 percent. The fill shall be placed as structural backfill per the recommendations of the geotechnical engineer. The earth fill shall be free from organic debris and contaminants and placed in six inch lifts.
3. Grantor acknowledges that time is of the essence with respect to completing the Removal Work on or before April 30, 2007, and shall pay any and all costs, expenses, damages, and attorney fees City incurs if the Removal Work is not completed by this date, assuming the delay was not solely caused by the City.

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4. Grantor, its agents and contractors shall be authorized to enter on the Property, as necessary or required by the Agency, to: (i) continue or complete any Corrective Action required to remediate any Pre-Closing Contamination; (ii) undertake any new remediation of Pre-Closing Contamination; and (iii) place, monitor, and maintain any remediation or monitoring equipment on the Property in a location agreed upon by Grantor and Grantee, and as long as Grantor, its agents and contractors do not disrupt or impede any work being performed on the Property by City or City's agents or contractors.
5. City shall reimburse Grantor for the actual cost of the Removal Work not to exceed \$150,000.00. Grantor shall pay costs that exceed \$150,000.00. City shall be required to reimburse Grantor for the Removal Work immediately after Grantor has provided City with (1) actual invoices, (2) receipts showing that Grantor has paid in full all amounts owing to the contractor that performed the Removal Work, and (3) subject to paragraphs 4 and 10 of this Agreement, reasonable evidence that the Removal Work has been completed in a lawful and timely manner.
6. Grantor shall require the payment of general California prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under California Labor Code § 1720 et seq., (the "California Prevailing Wage Laws") for all removal, remediation, excavation, demolition, and related work performed to remove the USTs from the property and to otherwise remediate the contamination on the property. Grantor shall also comply with the reporting, monitoring, and other requirements of the California Prevailing Wage Laws. Grantor shall have no right or entitlement to additional compensation from Grantee as a result of its or its contractors' compliance or non-compliance with the California Prevailing Wage Laws or as a result of the enforcement of the California Prevailing Wage Laws against Grantor and/or its contractors and subcontractors.

Grantor, for itself and its contractors and subcontractors, hereby expressly agrees that Grantee has satisfied its obligations under the California Prevailing Wage Laws to identify the removal of the USTs and other remediation of the property as being subject to the California Prevailing Wage Laws and specifically that Grantee has satisfied its obligations under California Labor Code § 1726 and/or § 1781. Grantor, for itself and its contractors and subcontractors, hereby expressly waives any right of action against the Grantee created under the California Prevailing Wage Laws, including but not limited to California Labor Code § 1726 and/or § 1781, whether known, or unknown, foreseen or unforeseen, relating to the removal of the USTs and other remediation of the property.

7. Grantor shall indemnify, defend, and hold City harmless from any and all liabilities, damages, claims, expenses, costs, and attorneys' fees that City incurs arising from any claim of any sort against City related to the Removal Work.

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- 8 Grantor shall, at its own expense, assess, monitor, and perform any and all Corrective Action in soil (which may include natural attenuation) on any Pre-Closing Contamination, to the extent that the Agency requires for commercial use, as well as perform any and all corrective action to groundwater as so required by Agency (the "Corrective Action"). Grantor shall use commercially reasonable efforts to obtain from the Agency a letter stating that, based on certain assumptions and conditions, the Agency will not require Grantor to perform any further Corrective Action (the "No Further Action Letter"). But, if, after the Agency issues the No Further Action Letter, the Agency requires the Owner of the Property to perform Corrective Action due to Pre-Closing Contamination, then Grantor's Corrective Action obligation will revive until the Agency gives Grantor a new No Further Action Letter for the further Corrective Action. Grantor shall perform, at its sole expense, all work the Agency deems necessary to clean up and remediate any and all Pre-Closing Contamination. For purposes of this Agreement, commercial use shall include, but not be limited to, use and excavation for any and all public utilities.
9. Subject to the provisions of sections 4 and 10, Grantor shall use all commercially reasonable efforts to complete all Corrective Action by April 30, 2007, including, but not limited to, obtaining a No Further Action Letter.
- 10 Subject to the provisions of section 4, if further Correction Action is performed after the City begins construction of its Project, Grantor shall perform the Corrective Action without disrupting or impeding any work being performed on the Property by City or City's agents or contractors. Grantor shall perform the Corrective Action in compliance with all applicable laws and in accordance with a schedule mutually agreeable to the City and Grantor. Grantor will be considered the sole generator of any waste resulting from the Corrective Action. Grantor will have sole discretion to determine the Corrective Action technique, method, and design; and Grantor may contest and appeal any decision of the Agency.
11. Grantor, at its sole expense, shall obtain Baseline Data as of the date it completes removal of the USTs. The term "Baseline Data" means the Contamination Levels and Contamination Areas disclosed in any and all Qualified Reports obtained by Grantor after Grantor commences removal of the USTs. The term "Qualified Reports" means a subsurface investigation report on the soil and/or groundwater at or under the Property that has been prepared and certified by a geologist, hydrogeologist, and/or professional engineer who is licensed by the state in which the Property is located and who is not affiliated with Grantor or City. The Baseline Data shall not affect or alter the parties' respective rights and obligations under this Agreement. Grantor shall deliver a copy of the Baseline Data report to City within ten (10) business days after Grantor receives the completed report.
12. Environmental Reports. City acknowledges that Grantor has delivered to City a copy of the environmental reports entitled Assessment Report and dated December 19, 2003 and Quarterly Groundwater Monitoring Report dated January 20, 2005, concerning the present environmental condition of the Property that were prepared by

URS Corporation (collectively, the "Environmental Reports"). Any and all reports and/or writings, including documents, letters, data relating to pre-closing contamination and corrective action to be taken shall be delivered to the City within ten (10) days of Grantor delivering said writings to the Agency.

13. City acknowledges that Grantor has not to date made any representations or warranties regarding the environmental condition of the Property, including without limitation any representation or warranty with respect to the accuracy of information included in any report or other written document regarding the environmental condition of the Property. Except as required by law and as set forth in this Agreement, Grantor will have no obligation to provide any lender, tenant, or other occupant of the Property with any covenants, indemnities, or warranties regarding the environmental condition of the Property or any Corrective Action in order to facilitate City's obtaining any loan or Buyer's renting, leasing, or licensing the use of the Property.

14. City's Environmental Due Diligence.

(a) City's Inspection and Testing Rights. City and its agents, employees, contractors, and consultants (collectively, "City's Agents") may enter on the Property to conduct reasonable and customary environmental assessments and tests of the Property (each, a "Test"). At least one week before entering on the Property, City or City's Agent must deliver to Grantor at Grantor's Environmental Notice Address notice of (i) the date of entry, (ii) the name and telephone number of the individual who will be entering, (iii) the name, telephone number, and address of the company that the individual represents, and (iv) the nature of the Test to be conducted. Before City conducts any Test that will involve any disturbance of the surface of the land (including any drilling or boring) or any Test of an underground vault or storage tank, underground pipes, or fuel lines (each, a "Restricted Test"), City must obtain Grantor's written approval for the Restricted Test, which approval will not be unreasonably withheld. Grantor's representative may be present while each Test is being conducted. If Grantor so requests, City shall provide Grantor with split samples from any Restricted Test.

(b) Reports and Disclosure. City shall deliver to Grantor, at Grantor's Environmental Notice Address, a copy of any written report of each Test conducted by or for City, within five days after City receives the report. If City provides a regulatory agency or third party with a copy of the results of any test, the City shall provide simultaneous written notice of the disclosure to the Grantor at Grantor's Environmental Notice Address.

15. Grantor's Environmental Notice Address. The following is Grantor's Environmental Notice Address:

BP West Coast Products LLC
4 Centerpointe Drive, LPR 6-169

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La Palma, California 90623 1066
Attn: Manager, Western Environmental Services Team

Facsimile: (714) 670 5195

16. City's Environmental Consultant. The following is the environmental consultant whom City intends to retain to conduct Tests of the Property:

Attn.: _____

Telephone: () _____ - _____
Facsimile: () _____ - _____

17. Grantor understands that the purchase price City paid for the Property in the amount of \$3,000,000.00 reflects the appraised fair market value without the presence of Contamination. Grantor therefore agrees and covenants to indemnify, defend (with counsel acceptable to City, which consent shall not be unreasonably withheld) and hold the City, its officers, employees and agents, harmless from and against any and all liabilities, penalties, losses, damages, costs, expenses (including reasonable attorneys' fees, whether for outside counsel or the City Attorney), causes of action, claims, or judgments, that arise by reason of any death, bodily injury, personal injury, property or economic damage, or violation of any law or regulation, or damage to the environment, as a result of the presence of any Contamination on, adjacent to or emanating from any portion of the Property.

17. Grantor understands that time is of the essence for each condition, term and provision in this Agreement.

18. Each individual executing this Agreement on behalf of an entity represents and warrants that he or she has been authorized to do so by the entity on whose behalf he or she executes this Agreement and that said entity will thereby be obligated to perform the terms of this Agreement.

(The remainder of this page intentionally left blank)

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IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

GRANTOR(S):	GRANTEE: CITY OF ELK GROVE, a Municipal Corporation
Date: _____	Date: _____
By: _____	By: _____
Print Name: _____	John H. Danielson City Manager
Title: _____	

RECOMMENDED FOR APPROVAL:	
Date: _____	Date: _____
By: _____	By: _____
	Julie Cline, Real Property Manager

Print Name: _____	
Title: _____	APPROVED AS TO FORM:

Date: _____	Date: _____
By: _____	By: _____
	Anthony Manzanetti City Attorney

	ATTEST:
Date: _____	Date: _____
By: _____	By: _____
	Peggy Jackson, City Clerk

**Note: If Grantor is a corporation, the following two signatures are required: (1) the first signature by either the Chairman of the Board, the President, or any Vice President of the corporation; and (2) the second signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer of the corporation.*

**CERTIFICATION
ELK GROVE CITY COUNCIL RESOLUTION NO. 2006-313**

STATE OF CALIFORNIA)
COUNTY OF SACRAMENTO) ss
CITY OF ELK GROVE)

I, Peggy E. Jackson, City Clerk of the City of Elk Grove, California, do hereby certify that the foregoing resolution was duly introduced, approved, and adopted by the City Council of the City of Elk Grove at a regular meeting of said Council held on December 13, 2006 by the following vote:


AYES : **COUNCILMEMBERS:** *Scherman, Cooper, Leary, Davis, Hume*

NOES : **COUNCILMEMBERS:** *None*

ABSTAIN : **COUNCILMEMBERS:** *None*

ABSENT: **COUNCILMEMBERS:** *None*





**Peggy E. Jackson, City Clerk
City of Elk Grove, California**