

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
BOARD ACTION SUMMARY**

DEPT: Chief Executive Office

BOARD AGENDA: 4.B.7
AGENDA DATE: August 30, 2022

SUBJECT:

Approval of a Contract with the Del Puerto Water District for Water Service to County Property Designated for Solar Facility Use

BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2022-0461

On motion of Supervisor Grewal Seconded by Supervisor B. Condit
and approved by the following vote,
Ayes: Supervisors: B. Condit, Chiesa, Grewal, C. Condit, and Chairman Withrow
Noes: Supervisors: None
Excused or Absent: Supervisors: None
Abstaining: Supervisor: None

- 1) ☒ Approved as recommended
- 2) ☐ Denied
- 3) ☐ Approved as amended
- 4) ☐ Other:

MOTION:

ATTEST: Elizabeth A. King
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No. DW-17-15

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Chief Executive Office

BOARD AGENDA:4.B.7
AGENDA DATE: August 30, 2022

CONSENT: ☒

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval of a Contract with the Del Puerto Water District for Water Service to County Property Designated for Solar Facility Use

STAFF RECOMMENDATION:

1. Approve a contract with Del Puerto Water District for water service on County-owned land within the Del Puerto Water District which is being leased for the development of a solar farm.
2. Authorize the Chairman of the Board of Supervisors to sign the agreement.

DISCUSSION:

In May 2013, Stanislaus County entered into a Land Option and Lease Agreement with Golden Hills Solar, LLC for a solar generating facility located on approximately 1,600 acres of County-owned land adjacent to the Fink Road Landfill. The agreement was subsequently amended and restated in May 2017 and assigned to Proxima Solar, LLC (Proxima) in September 2017. The lease is for a 25-year term, plus two additional optional terms of five-years.

The project has a 1,079-acre development footprint and is anticipated to generate 300-megawatts of solar energy. Also included with the project is a ten-acre collector substation, 100-acre battery energy storage system, an operations maintenance building, and a PG&E switchyard. NextEra Energy Resources (the parent company to Proxima Solar, LLC) began exercising its options to lease the site in January 2022 so that project construction could be initiated.

Approximately 450 acres of the project site is part of the Del Puerto Water District (District). Since that portion of the site was historically used for agricultural purposes, it has been eligible to receive agricultural water from the District. With the approval and construction of the solar project, that property is no longer eligible to receive agricultural water service pursuant to the District's rules, regulations, policies, and procedures. Typically, this type of land conversion would result in detachment of the property from the District; however, following the decommissioning of the project, it is intended for the project site to revert back to irrigated agriculture. Accordingly, the proposed contract between the District and Stanislaus County provides that in lieu of detachment of the project site from the District, the project site will be "temporarily removed from service" during the term of the contract.

Additionally, to facilitate the delivery of water for the project's construction and ongoing needs, the proposed contract also provides that the District will make water available for construction at a rate of \$575 per acre foot for Phase 1. This price will be subject to adjustment for Phases 2 and 3 depending on hydrological conditions. The District will make available no more than 260 acre feet in Phase 1, no more than 60 acre feet for Phase 2, and no more than 182 acre feet for Phase 3. Following construction, the District will make no more than 20 acre feet of water available to the project at a rate of \$100 per acre foot. Section 7b and 7d of the 2017 Amended and Restated agreement with Proxima requires Proxima to be responsible for any costs or expenses of procuring water for construction or operations. These allocations are sufficient for the project's construction and ongoing operations.

The District will retain the ability to assess standard charges, such as availability charges, standby charges, or other costs or charges that would have been levied against the property if it had not been converted to the new use. However, if the District's allocation of contract water supplies is between zero and 75 percent the District will waive the collection of all current special assessments. Potential obligations include a \$51 per acre water availability charge and a \$8 per acre charge for participation in the Sustainable Ground Water Management Act (SGMA).

Staff is recommending the execution of the proposed contract with Del Puerto Water District to secure a reliable water source for the solar project as well as ensuring the land can return to irrigatable agriculture upon conclusion of the project. The remaining portion of the project site not in the Del Puerto Water District is served by the Oak Flat Water District. It is anticipated the Board will be requested to execute a similar contract with that district.

POLICY ISSUE:

The Board of Supervisors must approve all agreements/contracts with other governmental agencies.

FISCAL IMPACT:

The Del Puerto Water District will charge Stanislaus County for the cost of water. Pursuant to the 2017 amended and restated agreement, Proxima is responsible for the expenses associated with procuring water. County staff will work with Proxima staff on a reimbursement process to ensure the agreement's terms are met.

Water for construction will cost \$575 per acre foot for Phase 1 and is subject to adjustment for Phases 2 and 3. Water for operations will cost \$100 per acre foot and will be escalated at a rate of two percent per year. Water availability charges could total nearly \$23,000 annually and SGMA participating charges could total approximately \$3,500 annually.

The County will receive approximately \$30 million in lease revenue from Proxima over the complete term of the lease agreement, which can be used to offset any costs associated with the solar project. There will be no General Fund impact as a result of approving the proposed contract.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board's priority *Enhancing community infrastructure* by facilitating the development of a solar facility, which was determined to be the best use of the county landfill buffer property on a long-term basis.

STAFFING IMPACT:

Existing staff from the Chief Executive Office, County Counsel, and Environmental Resources worked with Del Puerto Water District on the proposed contract.

CONTACT PERSON:

Patrick Cavanah, Senior Management Consultant Telephone: (209) 525-6333

ATTACHMENT(S):

1. Del Puerto Water District Contract - Solar Conversion

17P

**RECORDING REQUESTED BY &
FOR THE BENEFIT OF:**

DEL PUERTO WATER DISTRICT

AFTER RECORDING MAIL TO:

DEL PUERTO WATER DISTRICT
P. O. Box 1596
Patterson, CA 95363

**CONTRACT BETWEEN
DEL PUERTO WATER DISTRICT
AND
STANISLAUS COUNTY
FOR WATER SERVICE ON CERTAIN LANDS
WHICH HAVE BEEN CONVERTED TO USE FOR SOLAR FACILITIES**

This Contract is entered into on the date set forth below in accordance with the powers granted pursuant to Division 13 of the California Water Code, between Del Puerto Water District, a California Water District organized under the provision of Division 13 of the California Water Code (hereinafter referred to as "District"), and the undersigned Landowner, Stanislaus County, (hereinafter referred to as "Landowner" or "County").

RECITALS

A. The Landowner owns the lands described and/or depicted in Exhibit "A", which is attached hereto and incorporated herein (the "Property"), which Property is situated within the District's boundaries.

B. The Property has historically been used for agricultural purposes and is eligible to receive agricultural water service from the District.

C. Landowner intends to permit a third-party developer (the "Developer") to install, operate, maintain, a solar project (the "Project") on the Property.

D. The temporary change of use on the Property resulting from the Project will render the Property ineligible for agricultural water service from the District pursuant to the District's duly adopted Rules and Regulations, policies and procedures.



E. Landowner desires to secure an alternative means for receiving from District the delivery of water to the Property to enable the operation of the Project.

F. Landowner also desires that the Property remain within the District's boundaries due to the possibility of the Property reverting back to use for irrigated agriculture following the conclusion of the Project.

G. The District is willing to deliver water to the Property subject to the terms and conditions of this Agreement, and to exempt the Property from the District's standard detachment process applicable to lands that convert from use for irrigated agriculture.

NOW, THEREFORE, it is agreed between the parties to this Contract as follows:

TERMS AND CONDITIONS

ARTICLE 1. DEFINITIONS

1.1 Board of Directors shall mean the body duly elected or appointed as the Board of Directors of the Del Puerto Water District.

1.2 Contract shall mean this agreement between the District and the Landowner.

1.3 District shall mean the Del Puerto Water District.

1.4 Landowner shall mean Stanislaus County.

1.5 Property shall mean the lands described and/or depicted in Exhibit "A", which is attached hereto and incorporated herein.

1.6 Rules and Regulations shall mean the Rules and Regulations for Water Service as promulgated by the Board of Directors of the District and as may be amended from time to time.

1.7 Year or Years shall mean the 12-month period from and including March 1 of each year through the last day of February of the following year.

ARTICLE 2. REGULATORY REQUIREMENTS

2.1 Pursuant to the Sustainable Groundwater Management Act (Water Code §§ 10720 *et seq.*) (SGMA), the District, together with the Oak Flat Water District, established the DM-II Groundwater Sustainability Agency (GSA) as the exclusive GSA for the portion of the Delta Mendota Subbasin (DWR Bulletin 118 Basin No. 5-22.07) (the "Basin") that is situated within the District's boundaries. The GSA has developed and adopted a Groundwater Sustainability Plan (GSP) for its portion of the Basin, and submitted the GSP to the California Department of Water Resources for review and approval. The Property is and shall remain subject to the GSP, and its implementation and enforcement by the GSA, including without limitation any assessments, fees or charges imposed by the GSA on all lands within its jurisdiction.

2.2 Lands within the District that are developed for irrigated agriculture are subject to the requirements of the Irrigated Lands Regulatory Program (ILRP) adopted and enforced by the California Regional Water Quality Control Board. The District assists owners of District lands developed to irrigated agriculture with compliance with the ILRP through the District's membership in the Westside San Joaquin River Watershed Coalition (the "Coalition"). Due to the conversion of the Property from use for irrigated agriculture to the Project, the Property will no longer be subject to the ILRP or qualified for coverage by the Coalition. To enable the District to monitor water quality conditions within its boundaries, District requires Landowner to do the following:

- 2.2.1 Furnish District with a copy of Landowner's Waste Discharge Permit or Conditional Waiver of same, and copies of any revisions thereto promptly upon issuance.
- 2.2.2 In the event a septic system is installed on the Property by Landowner or Developer, to so notify District and the Coalition of such installation.

ARTICLE 3. WATER SUPPLY AND DELIVERY

3.1 The Parties acknowledge that upon conclusion of the Project the Property may revert to use for irrigated agriculture, and to maintain the Property's eligibility to receive agricultural water service from the District agree to the following:

- 3.1.1 District will reclassify the Property to "temporarily removed from service" during the Term of this Contract, as defined in Article 5 herein.
- 3.1.2 District will make water available for the Project in phases as follows, at a rate of \$575.00 per acre foot for Phase 1, which price will be subject to adjustment for Phases 2 and 3 depending on hydrological conditions:

- (i) Phase 1: No more than 260 acre feet.
- (ii) Phase 2: No more than 60 acre feet.
- (iii) Phase 3: No more than 182 acre feet.

3.1.3 Following completion of construction, District will make no more than 20 acre feet of water available to the Project each Year from any source available to the District for use for non-agricultural purposes, as follows:

(i) In any year in which the District's allocation of contract water supplies from the Central Valley Project (CVP) as determined by the U.S. Bureau of Reclamation is greater than ten percent (10%) at a rate of \$100 per acre foot, which price shall be escalated at a rate of two percent (2%) annually during each year of the term of this Contract.

(ii) In any year in which the District's allocation of contract water supplies from the CVP is ten percent (10%) or less, District may, but shall not be required to, make water available for the Project from District's Annual Additional Supplies Program at the request of Landowner or Developer; provided that if District makes water available from that Program, Landowner and Developer shall be subject to all terms and condition thereof, including without limitation paying the price per acre foot of water that the Board of Directors establishes.

3.2 In order to be eligible to receive water service under this Contract, the Property and Landowner must not be in default or in violation of any term in this Contract or the District's Rules and Regulations or other duly adopted District policies.

3.3 Landowner agrees that the District shall have access to the Property at all times to verify compliance with the terms of this Contract and District policies.

ARTICLE 4. FEES AND ASSESSMENTS

4.1 The Property shall continue to be subject to all special benefit assessments levied on the Property by the Board of Directors; provided that:

4.1.1 In any year in which the District's allocation of contract water supplies from the CVP is between zero and seventy-five percent (0%-75%), District will waive collection of all current special assessments that would otherwise be levied on the Property.

4.1.2 In any year in which the District's allocation of contract water supplies from the CVP is between seventy-six and one hundred percent (76%-100%), District will waive collection of all current special assessments that would otherwise be levied on the Property if the District is able facilitate the reasonable and beneficial use of such water on other lands within the District.

4.2 Assessment notices will be provided to Landowner by May 25th of each year of the term of this Contract, and payment for assessments actually levied on the Property shall be due and payable by June 30th of each year of the term of this Contract.

4.3 In addition to the special benefit assessment, the Property shall continue to be subject to all then current District water availability charges, stand-by charges or other costs or charges which would be levied against the Property had it not converted to use for the Project, excepting therefrom any assessment associated with the District's conversion of its Water Service Contract to a Repayment Contract under the Water Infrastructure Improvements for the Nation (WIIN) Act, and any assessment associated with the implementation of the North Valley Regional Recycled Water Program.

4.4 Landowner shall reimburse the District for all costs reasonably attributable to the development and ongoing administration of this Contract, including any additional costs or charges as may be incurred by the District for providing water service outside of the District's boundaries, which are expected to be di-minimis.

4.5 Except as to the special benefit assessment as provided in Section 4.2 above, all charges specified in this Article 4 shall become delinquent 30 days after becoming due and payable, in which case water service to the Property shall be subject to termination and, a penalty of 10% shall be assessed, and interest thereafter shall accrue at a rate of 1% per month, unless a higher rate is authorized under applicable law.

4.6 Landowner acknowledges District's authority to adopt and levy all fees, assessments and charges provided for in this Article 4 pursuant to the California Water District Law (Water Code §§ 34000 *et seq.*), including without limitation Part 7 beginning with section 36550, section 35400, section 35422.5, section 35425, and section 35470. The fees and/or charges levied by the District for the delivery of water under this Agreement shall not be or become a lien on the Property.

ARTICLE 5. TERM AND TERMINATION

5.1 The term of this Contract (the "Term") shall commence on 08/30/2020 (the "Effective Date") and shall conclude on the earlier to occur of (i) the conclusion of the Project, (ii) sale of the Property from Landowner to any third party, other than a County-related entity described in

Article 6 herein, (iii) termination pursuant to Section 5.2 below, or (iv) the date that is thirty-five (35) years following the Effective Date.

5.2 Upon any violation by Landowner of the District's Rules and Regulations, policies, procedures, or the terms and conditions of this Contract that remain uncured for a period of ten (10) days following written notice of such violation by Landowner, or if the cure is such that it will take longer than ten (10) days then the failure to commence such cure within said ten (10) days, shall justify the District's immediate and permanent termination of water service under this Contract. When it is practicable to do so, advance notice of any such termination of water service will be furnished to Landowner.

ARTICLE 6. ASSIGNMENT

6.1 Landowner and District do hereby declare that the water to be furnished under this Contract is intended to form a part of the appurtenances to the Property, and that such water is a direct benefit thereto. Landowner covenants that it will pay all assessments and charges levied on the Property by the District, unless specifically omitted by this Contract.

6.2 This Contract is personal as between District and Landowner, and shall not be subject to assignment. Any purported assignment by Landowner to a third party of the rights to water service granted herein shall result in the automatic termination of this Agreement without further notice or action by District. In the event a portion of the Property is assigned to a third party, the right to receive water pursuant to this Contract shall terminate as to the portion of the Property transferred, and the Parties shall amend Exhibit "A" as necessary to reflect that portion of the Property that is subject to this Contract. The costs for amendments required by assignment of ownership shall be solely born by the Landowner. The foregoing notwithstanding, Landowner may assign all or any portion of its rights and obligations under this Contract to a County-related special purpose district, agency, or other political subdivision established for the purpose of administering the Property and/or the Project.

ARTICLE 7. GENERAL

7.1 Indemnification of District.

7.1.1 The parties understand and agree that the water service provided for in this Contract is unique and at the express request of the Landowner. Therefore, in the event of any threatened or actual breach of this Contract by the District, the Landowner's sole remedy shall be injunctive relief seeking specific performance. In addition, it is understood and agreed that if a third party challenges the District's right to provide the water service set forth in this Contract to the

Property, the defense of said action shall be the sole responsibility of Landowner and Landowner shall indemnify and defend District in said action from and against any and all awards of damages or fees with counsel of District's choice.

7.1.2 Landowner does hereby indemnify and shall assume the defense of and hold harmless the District and its officers, consultants, agents and employees from any and all loss, damage, liability, claim and/or cause of action of every nature whatsoever, for the damage to and/or destruction of property, including without limitation, District property, or for the injury to or death of persons, in any manner arising out of or incidental to the control, carriage, handling, use, disposal, or distribution of water after delivery by District.

7.2 Notices. All Notices given hereunder shall be transmitted in writing to the addresses below or to such other address in the State of California as a party may designate by written notice to the other party:

If to District:	Del Puerto Water District Attn: Anthea G. Hansen 17840 Ward Avenue P. O. Box 1596 Patterson, CA 95363 Email: ahansen@delpuertowd.org
-----------------	---

If to Landowner:	Director of Environmental Resources 3800 Cornucopia Way, Suite C Modesto, CA 95358 Phone: 209-525-6700
------------------	---

7.3 Waiver of Rights. Any waiver or claim of waiver at any time by either party to this Contract of its rights with respect to a default, or any other matter arising in connection with this Contract, shall not be deemed to be a waiver with respect to any subsequent default or matter.

7.4 Remedies Not Exclusive. Except as otherwise expressly provided herein, nothing contained in this Contract shall be construed as in any manner abridging, limiting or depriving District of any means of enforcing any remedy, either at law or in equity, for the breach of any of the provisions hereof which it would otherwise have.

7.5 [Reserved] .

7.6 Captions Merely Descriptive. Captions accompanying sections of this Contract are for convenience of reference and do not form a part of this Contract.

7.7 Choice of Law/Venue. The laws of the State of California shall govern this Contract and it shall be deemed to have been executed in Stanislaus County.

7.8 Entire Agreement. This Contract contains the entire understanding between the parties hereto and supersedes any prior oral or written agreement between the parties regarding matters which are the subject hereof. Neither such principles of interpretation nor the express language herein shall be impaired or adversely affected by the language of any prior discussion, form and/or draft of this Contract or any other documents related hereto.

7.9 Counterparts. This Contract may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

7.10 Amendments. This Contract may only be modified or amended by a written and executed agreement signed by both parties hereto.

7.11 Contract Jointly Drafted. In the event of an ambiguity or question of intent or interpretation, this Contract shall be construed as if jointly drafted, and no presumption or burden shall arise favoring or disfavoring any party.

7.12 Further Assurances. Following execution of this Contract, the parties agree to act in good faith to perform all further acts, and to execute, acknowledge, and deliver any documents that may be reasonably necessary, appropriate or desirable to carry out the purposes of this Contract.

[signatures appear on following page]

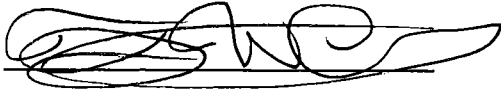
Date of execution: August 30, 2022.

LANDOWNER

DISTRICT

STANISLAUS COUNTY

DEL PUERTO WATER DISTRICT

By: 

Terrance P. Withrow

Chairman of the Board of Supervisors

By: William M. Koster

William M. Koster, President

Approved as to Form:

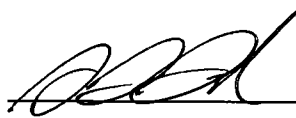
Stanislaus County Counsel, Thomas E. Boze

Approved as to Form:

District Counsel, Alan F. Doud.

By: _____

G. Michael Ziman, Deputy County Counsel

By: 

Alan F. Doud

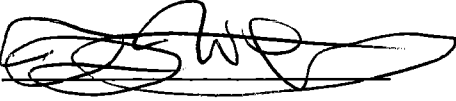
Date of execution: August 30, 2022.

LANDOWNER

DISTRICT

STANISLAUS COUNTY

DEL PUERTO WATER DISTRICT

By: 

By: William M. Koster

Terrance P. Withrow

William M. Koster, President

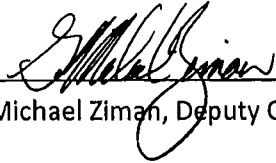
Chairman of the Board of Supervisors

Approved as to Form:

Stanislaus County Counsel, Thomas E. Boze

Approved as to Form:

District Counsel, Alan F. Doud.

By: 

G. Michael Ziman, Deputy County Counsel

By: 

Alan F. Doud

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Stanislaus }

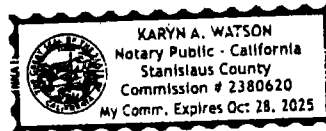
On November 1, 2012 before me, Karyn A. Watson Notary Public,
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

[Signature]
Notary Public Signature (Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Contract - Del Puerto Water
(Title or description of attached document)

District
(Title or description of attached document continued)

Number of Pages — Document Date 8-30-22

CAPACITY CLAIMED BY THE SIGNER

☐ Individual (s)

☒ Corporate Officer

Supervisor - Stanislaus County
(Title)

☐ Partner(s)

☐ Attorney-in-Fact

☐ Trustee(s)

☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

EXHIBIT A

Assessor's Parcel No. 25-12-17

Assessor's Parcel No. 25-12-31

Assessor's Parcel No. 27-33-12

Assessor's Parcel No. 25-12-33

Assessor's Parcel No. 25-12-16

Exhibit A Cont'd

PARCEL NO. 1:

ALL THAT PORTION OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF WARD AVENUE, AS SAME EXISTED ON AUGUST 6, 1965 WHICH POINT BEARS SOUTH 0° 09' EAST, 1,565.5 FEET AND SOUTH 89° 51' WEST 25 FEET FROM THE NORTHEAST CORNER OF SECT/ON 24, TOWNSHIP 6 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN; THENCE DESCRIBING THE TRACT FROM SAID POINT OF BEGINNING, SOUTH 0° 09' EAST, 1,756.1 FEET ALONG WEST LINE OF SAID WARD AVENUE; THENCE SOUTH 70° 32' WEST 1,889.6 FEET TO THE SOUTHEAST CORNER OF THE PROPERTY CONVEYED TO A. C. SHOEMAKE, ET UX, BY DEED RECORDED FEBRUARY 9, 1965 IN VOLUME 2011 OF OFFICIAL RECORDS, AT PAGE 5, AS INSTRUMENT NO. 5458; THENCE NORTH 3° 55' EAST 1,581.0 FEET TO A POINT; THENCE NORTH 3° 35' EAST 1,063.0 FEET TO A POINT; THENCE NORTH 89° 24' EAST 1,451.9 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF STATE HIGHWAY NO. 5, AS SAME EXISTED ON AUGUST 6, 1965; THENCE SOUTH 28° 19' EAST 220.2 FEET ALONG SAID SOUTHWESTERLY LINE TO A POINT; THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE SOUTH 30° 43' EAST 90.9 FEET TO POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF WARD AVENUE LYING WITHIN SECTION 24 AS ABANDONED BY THE COUNTY OF STANISLAUS, BY ABANDONMENT RECORDED JANUARY 6, 1988 AS INSTRUMENT NO. 989, STANISLAUS COUNTY RECORDS.

Assessor's Parcel No. 25-12-17

PARCEL NO. 2:

ALL OF SECTIONS 14, 15, 23 AND 24 ALL IN TOWNSHIP 6 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF PROPERTY DESCRIBED AS PARCEL NO. 1 IN THE DEED TO THE STATE OF CALIFORNIA RECORDED DECEMBER 24, 1965 IN VOLUME 2076 OFFICIAL RECORDS, PAGE 426, AS INSTRUMENT NO. 50123.

Assessor's Parcel No. 31 & Ptn. 33

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY: (PARCELS A THROUGH H INCLUSIVE)

(A.) ALL THAT PORTION OF SECTION 15, LYING WITHIN THE FOLLOWING DESCRIBED LAND:

BEGINNING AT A POINT WHICH IS 2,640 FEET WEST AND 3,960 FEET SOUTH OF THE NORTHWEST CORNER OF SECTION 1, TOWNSHIP 6 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, THENCE SOUTH 90° 00' EAST 1,947 FEET; THENCE SOUTH 29° 15' EAST 1,163 FEET; THENCE SOUTH 29° 37' EAST 1,141 FEET; THENCE SOUTH 37° 17' EAST 888 FEET; THENCE SOUTH 29° 29' EAST 100 FEET; THENCE SOUTH 26° 43' EAST 754 FEET; THENCE SOUTH 25° 52' EAST 869 FEET; THENCE SOUTH 20° 12' EAST 641 FEET; THENCE SOUTH 45° 59' WEST 1,176 FEET; THENCE NORTH 87° 15' WEST

Exhibit A Cont'd

875 FEET; THENCE NORTH 77° 37' WEST 798 FEET; THENCE NORTH 74° 31' WEST 789 FEET; THENCE NORTH 80° 42' WEST 625 FEET; THENCE NORTH 61° 43' WEST 1,226 FEET; THENCE SOUTH 59° 40' WEST 384 FEET; THENCE SOUTH 54° 57' WEST 329 FEET; THENCE SOUTH 48° 15' WEST 386 FEET; THENCE SOUTH 38° 42' EAST 435 FEET; THENCE 07° 40' EAST 1,033 FEET; THENCE SOUTH 67° 32' WEST 403 FEET; THENCE NORTH 79° 27' WEST 704 FEET; THENCE NORTH 85° 33' WEST 687 FEET; THENCE NORTH 88° 15' WEST 751 FEET; THENCE NORTH 88° 15' WEST 994 FEET; THENCE NORTH 84° 41' WEST 1,163 FEET; THENCE NORTH 82° 45' WEST 372 FEET; THENCE SOUTH 19° 48' EAST 1,096.4 FEET; THENCE SOUTH 34° 53' EAST 447 FEET; THENCE SOUTH 25° 22' EAST 490.8 FEET; THENCE NORTH 78° 55' EAST 741.4 FEET; THENCE SOUTH 73° 32' EAST 840.3 FEET; THENCE SOUTH 42° 12' EAST 959.3 FEET; THENCE SOUTH 29° 39' WEST 635.1 FEET; THENCE SOUTH 34° 10' WEST 957.3 FEET; THENCE SOUTH 28° 39' WEST 1,180.5 FEET; THENCE SOUTH 87° 45' WEST 800 FEET; THENCE NORTH 82° 28' WEST 1,045 FEET; THENCE NORTH 82° 00' WEST 1,199.3 FEET; THENCE SOUTH 27° 32' WEST 548 FEET; THENCE SOUTH 75° 32' WEST 1,355.5 FEET; THENCE SOUTH 78° 16' WEST 1,158.1 FEET; THENCE SOUTH 78° 00' WEST 703 FEET; THENCE SOUTH 77° 48' WEST 576.2 FEET; THENCE NORTH 81° 48' WEST 550 FEET; THENCE NORTH 82° 08' WEST 1,441 FEET, TO THE SOUTHWEST CORNER OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN; THENCE NORTH ALONG THE WEST BOUNDARY OF SECTION 16, AND THE WEST BOUNDARY OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, TO THE NORTHWEST CORNER OF SECTION 9; THENCE EAST TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 9; THENCE SOUTH TO THE CENTER OF SECTION 9; THENCE EAST ALONG THE CENTER LINE OF SECTIONS 9 AND 10, TOWNSHIP 6 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, TO THE CENTER OF SECTION 10; THENCE NORTH ALONG THE CENTER LINE OF SECTION 10, AND SECTION 3, TOWNSHIP 6 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3; THENCE NORTH 90° EAST 5,280 FEET TO THE POINT OF BEGINNING.

(B.) THE NORTHEAST QUARTER AND THE NORTH ONE-HALF OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 6 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN.

(C.) ALL THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 23; THENCE NORTHERLY ALONG THE EAST SECTION LINE 361.5 FEET; THENCE WESTERLY PARALLEL WITH THE SOUTH LINE OF SAID SECTION 23, A DISTANCE OF 361.5 FEET; THENCE SOUTHERLY, PARALLEL WITH THE EAST LINE OF SAID SECTION 23, A DISTANCE OF 361.5 FEET TO THE SOUTH LINE THEREOF; THENCE EASTERLY ALONG THE SAID SOUTH SECTION LINE 361.5 FEET TO THE POINT OF BEGINNING.

(D.) THE SOUTHERLY 30 FEET OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN.

EXCEPTING THEREFROM THE EASTERLY 361.5 FEET THEREOF.

(E.) ALL THAT PORTION OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, LYING WITHIN THE FOLLOWING DESCRIBED LAND:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 7

Exhibit A Cont'd

EAST, MOUNT DIABLO BASE AND MERIDIAN; THENCE SOUTH 00° 30' WEST 767.84 FEET ALONG WEST LINE OF SECTION 25; THENCE NORTH 70° 00' EAST 878 FEET; THENCE NORTH 06° 30' WEST 567 FEET; THENCE NORTH 29° 40' EAST 428 FEET; THENCE NORTH 53° 00' EAST 838 FEET; THENCE EAST 814 FEET; THENCE SOUTH 69° 45' EAST 315 FEET; THENCE NORTH 81° 30' EAST 348 FEET; THENCE NORTH 50° 30' EAST 568 FEET TO THE SOUTH BOUNDARY OF FINK ROAD, AS SAME EXISTED ON FEBRUARY 9, 1965; THENCE WEST 3,266 FEET ALONG SOUTH BOUNDARY OF SAID FINK ROAD; THENCE SOUTH 05° 51' WEST 796 FEET ALONG EAST BOUNDARY OF SAID FINK ROAD; THENCE SOUTH 31° 30' WEST 340 FEET ALONG EAST BOUNDARY OF SAID FINK ROAD TO THE WEST LINE OF SAID SECTION 24; THENCE SOUTH 00° 30' WEST 194 FEET ALONG WEST LINE OF SAID SECTION TO THE POINT OF BEGINNING.

(F.) ALL THAT PORTION OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF WARD AVENUE, AS SAME EXISTED ON AUGUST 6, 1965 WHICH POINT BEARS SOUTH 0° 09' EAST 1,565.5 FEET AND SOUTH 89° 51' WEST 25 FEET FROM THE NORTHEAST CORNER OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN; THENCE DESCRIBING THE TRACT FROM SAID POINT OF BEGINNING, SOUTH 00° 09' EAST 1,756.1 FEET ALONG WEST LINE OF SAID WARD AVENUE; THENCE SOUTH 70° 32' WEST 1,889.6 FEET TO THE SOUTHEAST CORNER OF THE PROPERTY CONVEYED TO A. C. SHOEMAKE, ET UX, BY DEED RECORDED FEBRUARY 9, 1965 IN VOLUME 2011 OF OFFICIAL RECORDS, AT PAGE 5, AS INSTRUMENT NO. 5458; THENCE NORTH 3° 55' EAST 1,581.0 FEET TO A POINT; THENCE NORTH 3° 35' EAST 1,063.0 FEET TO A POINT; THENCE NORTH 89° 24' EAST 1,451.9 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF STATE HIGHWAY NO. 5; AS SAME EXISTED ON AUGUST 6, 1965; THENCE SOUTH 28° 19' EAST 220.2 FEET ALONG SAID SOUTHWESTERLY LINE TO A POINT; THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE SOUTH 30° 43' EAST 90.9 FEET TO POINT OF BEGINNING.

(G.) ALL THAT PORTION OF SECTIONS 14 AND 15, TOWNSHIP 6 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, LYING NORTH OF THE CENTERLINE OF SALADO CREEK AS SAME EXISTED ON SEPTEMBER 29, 1975 AS CONVEYED TO DONALD J. SMITH, ETAL, BY DEED RECORDED NOVEMBER 18, 1975 IN VOLUME 2747 OF OFFICIAL RECORDS, PAGE 420, AS INSTRUMENT NO. 22740.

(H.) Assessor's Parcel No. 25-12-15.

PARCEL NO 3:

THE SOUTH ONE-HALF OF THE SOUTH ONE-HALF OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, EXCEPTING THEREFROM ALL THAT PORTION INCLUDED WITHIN AND LYING NORTHEASTERLY OF PARCEL NO. 1 IN THE DEED TO THE STATE OF CALIFORNIA RECORDED DECEMBER 24, 1965 IN VOLUME 2076 OF OFFICIAL RECORDS, PAGE 426, AS INSTRUMENT NO. 50123.

Assessor's Parcel No. 25-12-33

Exhibit A Cont'd

PARCEL NO. 54

THE NORTH ONE-HALF OF GOVERNMENT LOT 2 IN THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN.

Assessor's Parcel No. 27-33-12

EXCEPTING THEREFROM ALL THAT PORTION DESCRIBED AS PARCELS A AND C IN THE DEED TO STATE OF CALIFORNIA, DATED SEPTEMBER 27, 1965, RECORDED DECEMBER 18, 1965 IN VOLUME 2074, PAGE 1, OFFICIAL RECORDS, AS INSTRUMENT NO. 48351 (BEING A PORTION OF THE CALIFORNIA AQUEDUCT).

ALSO EXCEPTING THEREFROM ALL THAT PORTION DESCRIBED AS PARCELS 1, 2 AND 3 IN THE DEED TO STATE OF CALIFORNIA DATED SEPTEMBER 27, 1965, RECORDED DECEMBER 24, 1965 IN VOLUME 2076, PAGE 426, OFFICIAL RECORDS, INSTRUMENT NO. 50123, BEING A PORTION OF ROUTE 5 DIVISION OF HIGHWAYS.

ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY (PARCELS A THROUGH F):

EXCEPTION 5A: ALL THAT PORTION OF THE NORTH 1/2 OF GOVERNMENT LOT 2 IN THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN, LYING EASTERLY OF THE EASTERLY LINE OF THE PROPERTY DESCRIBED AS PARCEL ONE IN THE DEED TO THE STATE OF CALIFORNIA RECORDED DECEMBER 24, 1965 IN VOLUME 2076 OF OFFICIAL RECORDS, AT PAGE 426, AS INSTRUMENT NO. 50123 AND LYING SOUTHERLY OF THE SOUTH LINE OF PARCEL THREE IN SAID DEED TO THE STATE OF CALIFORNIA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF SAID PARCEL THREE WITH THE EASTERLY LINE OF SAID PARCEL ONE; (1) THENCE, ALONG THE EAST LINE OF SAID PARCEL ONE AND BEING THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE NO. 5, SOUTH 22 DEGREES 44' 47" EAST, 200.00 FEET; (2) THENCE, LEAVING SAID EAST LINE, NORTH 89 DEGREES 39' 15" EAST, 200.00 FEET; (3) THENCE NORTH 22 DEGREES 44' 47" WEST, 200.00 FEET, TO THE SOUTHERLY LINE OF SAID PARCEL THREE AND THE SOUTHERLY RIGHT OF WAY OF FINK ROAD, ON A CURVE TO THE LEFT SUBTENDED BY A CHORD WHICH BEARS SOUTH 89 DEGREES 39' 15" WEST, 200.00 FEET, WITH A RADIUS WHICH BEARS SOUTH 08 DEGREES 14' 16" WEST, 670.00 FEET, THROUGH A CENTRAL ANGLE OF 17 DEGREES 10' 20" AN ARC LENGTH OF 200.75 FEET TO THE POINT OF BEGINNING.

EXCEPTION 5B: BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF THE FINK ROAD UNDERCROSSING APPROACH TO CALIFORNIA STATE HIGHWAY ROUTE 5 AND THE WESTERLY RIGHT-OF-WAY LINE OF THE SOUTHBOUND OFF-RAMP OF SAID STATE HIGHWAY ROUTE 5 OF SAID FINK ROAD UNDERCROSSING APPROACH; SAID POINT OF BEGINNING BEING LOCATED NORTH 21 DEGREES 43' 58" EAST, A DISTANCE OF 2275.91 FEET FROM THE SOUTHWEST CORNER OF THE AFOREMENTIONED SECTION 19; THENCE NORTH 23 DEGREES 32' 38" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF THE SOUTHBOUND OFF-RAMP OF STATE HIGHWAY ROUTE 5, A DISTANCE OF 250.00 FEET; THENCE SOUTH 71 DEGREES 06' 43" WEST PARALLEL TO THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF THE FINK ROAD UNDERCROSSING APPROACH, A DISTANCE OF 250.00 FEET; THENCE SOUTH 23 DEGREES 32' 38" EAST PARALLEL TO THE AFOREMENTIONED WESTERLY RIGHT-OF-

Exhibit A Cont'd

WAY LINE OF THE SOUTHBOUND OFF-RAMP OF SAID STATE HIGHWAY ROUTE 5, A DISTANCE OF 250.00 FEET TO THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF THE FINK ROAD UNDERCROSSING APPROACH; THENCE NORTH 71 DEGREES 06' 43" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 250.00 FEET TO THE POINT OF BEGINNING.

EXCEPTION 5C: BEGINNING AT THE SOUTHEAST CORNER OF PARCEL TWO IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED DECEMBER 24, 1965 IN VOLUME 1076 AT PAGE 426, OFFICIAL RECORDS, AS INSTRUMENT NO 50123, COUNTY OF STANISLAUS, BEING THE TRUE POINT OF BEGINNING; (1) THENCE, SOUTH 28 DEGREES 45' 39" EAST, ALONG THE WESTERLY LINE OF PARCEL 1 OF SAID DEED TO THE STATE OF CALIFORNIA, A DISTANCE OF 200.00 FEET; THENCE SOUTH 81 DEGREES 30' 22" WEST, A DISTANCE OF 200 FEET; THENCE NORTH 28 DEGREES 45' 39" WEST, A DISTANCE OF 200.00 FEET TO A POINT ON THE SOUTH LINE OF PARCEL 2 OF SAID DEED TO THE STATE OF CALIFORNIA; THENCE NORTH 81 DEGREES 30' 22" EAST ALONG THE LAST SAID SOUTH LINE, A DISTANCE OF 200 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTION 5D: ALL THAT PORTION OF THE NORTH 1/2 OF GOVERNMENT LOT 2, IN THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 8 EAST, MOUNT DIABLO SASE AND MERIDIAN, LYING WESTERLY OF THE WESTERLY LINE OF THE PROPERTY DESCRIBED AS PARCEL 1 IN THE DEEDS TO THE STATE OF CALIFORNIA, RECORDED DECEMBER 24, 1965 IN VOLUME 2076 OF OFFICIAL RECORDS, AT PAGE 426, AS INSTRUMENT NO. 50123 AND LYING SOUTHERLY OF THE SOUTHERLY LINE OF THE PROPERTY DESCRIBED AS PARCEL 2 IN SAID DEEDS TO THE STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF PARCEL 2 IN THE ABOVE NOTED DEEDS; THENCE SOUTH 81 DEGREES 30' 22" WEST, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF FINK ROAD, 221.32 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 81 DEGREES 30' 22" WEST, ALONG SAID RIGHT-OF-WAY, 200.00 FEET; THENCE SOUTH 28 DEGREES 45' 39" EAST, 200.00 FEET; THENCE NORTH 81 DEGREES 30' 22" EAST 200.00 FEET; THENCE NORTH 28 DEGREES 45' 39" WEST, 200.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTION 5E: BEGINNING AT THE SOUTHEASTERLY TERMINUS OF COURSE NUMBER 17 OF PARCEL NO. 3 OF DEED TO THE STATE OF CALIFORNIA RECORDED DECEMBER 24, 1965 IN VOLUME 2076 OF OFFICIAL RECORDS, AT PAGE 426, AS INSTRUMENT NO. 50123, STANISLAUS COUNTY RECORDS, SAID POINT BEING ALSO ON THE NORTHEASTERLY LINE OF WARD AVENUE; THENCE LEAVING SAID NORTHEASTERLY LINE OF WARD AVENUE NORTH 33 DEGREES 22' 00" EAST 200.00 FEET; THENCE SOUTH 56 DEGREES 38' 00" EAST 206.00 FEET; THENCE SOUTH 73 DEGREES 32' 02" EAST 199.35 FEET; THENCE SOUTH 200.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF FINK ROAD, SAID POINT BEING ON A NON-TANGENT CURVE FROM WHICH A RADIAL LINE BEARS SOUTH 18 DEGREES 19' 11" WEST; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO COURSES: WESTERLY 106.55 FEET ALONG SAID NON-TANGENT CURVE BEING CONCAVE TO THE SOUTH, HAVING A RADIUS OF 770.00 FEET AND A CENTRAL ANGLE OF 7 DEGREES 55' 42" TO A POINT ON A NON-TANGENT LINE FROM WHICH A RADIAL LINE BEARS SOUTH 10 DEGREES 23' 29" WEST; THENCE NORTH 73 DEGREES 32' 02" WEST ALONG SAID NON-TANGENT LINE 193.45 FEET TO THE INTERSECTION OF THE NORTHERLY RIGHT-

Exhibit A Cont'd

OF-WAY LINE OF FINK ROAD WITH SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF WARD AVENUE; THENCE NORTH 56 DEGREES 38' 00" WEST ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF WARD AVENUE 220.98 FEET TO THE POINT OF BEGINNING.

EXCEPTION 5F: PARCELS A AND B AS PER PARCEL MAP RECORDED SEPTEMBER 1, 1967 IN VOLUME 4 OF PARCEL MAPS, PAGE 22, STANISLAUS COUNTY RECORDS.

ALSO EXCEPTING ALL THAT PORTION LYING EAST OF INTERSTATE HIGHWAY NO. 5.

PARCEL NO. 5:

ALL THAT PORTION OF SECTIONS 24 AND 25, TOWNSHIP 6 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, LYING WITHIN THE FOLLOWING DESCRIBED LAND:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN; THENCE SOUTH 00° 30' WEST 767.84 FEET ALONG WEST LINE OF SECTION 25; THENCE NORTH 70° 00' EAST 878 FEET; THENCE NORTH 06° 30' WEST 567 FEET; THENCE NORTH 29° 40' EAST 428 FEET; THENCE NORTH 53° 00' EAST 838 FEET; THENCE EAST 814 FEET; THENCE SOUTH 69° 45' EAST 315 FEET; THENCE NORTH 81° 30' EAST 348 FEET; THENCE NORTH 50° 30' EAST 568 FEET TO THE SOUTH BOUNDARY OF FINK ROAD, AS SAME EXISTED ON FEBRUARY 9, 1965; THENCE WEST 3,266 FEET ALONG SOUTH BOUNDARY OF SAID FINK ROAD; THENCE SOUTH 05° 51' WEST 796 FEET ALONG EAST BOUNDARY OF SAID FINK ROAD; THENCE SOUTH 31° 30' WEST 340 FEET ALONG EAST BOUNDARY OF SAID FINK ROAD TO THE WEST LINE OF SAID SECTION 24; THENCE SOUTH 00° 30' WEST 194 FEET ALONG WEST LINE OF SAID SECTION TO THE POINT OF BEGINNING.

Assessor's Parcel No. 25-12-16