

# The Arnold Law Practice

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**BY EMAIL,  
ORIGINAL BY USPS**

September 30, 2014

Mr. Charles Ridenour, P.E.  
Branch Chief  
Mr. Martin Herrmann, P.E.  
Project Manager  
Military Sites and Corrective Action Unit  
Brownfields and Environmental Restoration Unit  
Department of Toxic Substances Control  
8800 Cal Center Drive  
Sacramento, CA 95826

Re: Benicia Arsenal – Historic Arsenal Park, LLC – Imminent & Substantial  
Endangerment Determination and Order, Docket No. I/SE RAO 13/14-008:  
Extension of Pending Deadlines. (“50 Series Complex + Bldg 120”)

Dear Messrs. Ridenour and Herrmann:

On behalf of our client, Historic Arsenal Park, LLC, the current owner of the property described above, we have submitted a protest with evidentiary materials. We have asked you to correct the facts in the Order, and to add Benicia Industries, Inc. as a responding party to the Order. At our meeting on September 15, 2014, Ms. Murai, your legal counsel, indicated that you would accept and consider additional information in issuing an amended order.

We now have evidence that Benicia Industries, Inc. is currently operating under the name APS West Coast, Inc. See the attached copies of materials we received only a few days ago from the California Secretary of State’s office. Benicia Industries, Inc. was

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the master lessor of the Arsenal properties from 1964 to 1975, and owned the properties from 1975 until it sold parcels a few years later. The same company, now named APS West Coast, Inc., is still in business.

We believe it is imperative that you add to your Order Benicia Industries, Inc., which is known today as APS West Coast, Inc. (Secretary of State [“SoS”] registration no. C016875).<sup>1</sup> The fact is that Benicia Industries, Inc. operated the property currently owned by Historic Arsenal Park, LLC for over a decade, from 1964 to after 1975.

*(The Corporate History of Santa Cruz Oil Corporation,  
Benicia Industries, Inc., and APS West Coast, Inc.)*

As shown in the attached documents, APS West Coast, Inc. is the current name of the corporation formed in 1936 as Santa Cruz Oil Corporation (They have the same SoS registration no. C0168765).

*(Benicia Industries, Inc.)*

In 1961, the Santa Cruz Oil Corporation amended its articles of incorporation to change its name and the nature of its business. It changed its name to Benicia Industries, Inc. (SoS registration no. C0168765). And, the corporation business was re-stated as: “(a) Primarily to engage in the specific business of developing industrial properties.” Certificate of Amendment of Articles of Incorporation of Santa Cruz Oil Corporation, filed June 26, 1961, **Exhibit A**.

*(Benicia Industries – Master Lease 1964-1975)*

In 1964, the City of Benicia issued a Master Lease for the Arsenal to Benicia Industries, Inc. (SoS registration no. C0168765). See Master Lease, Surplus Property Authority, City of Benicia to Benicia Industries, Inc., Jan. 7, 1964, recorded Feb. 26, 1965, **Exhibit B**.

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<sup>1</sup> Whether you add as a party “APS West Coast, Inc., formerly known as Benicia Industries, Inc.,” or choose to add as a party “Benicia Industries, Inc., currently known as APS West Coast, Inc.,” is your choice.

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:

In the Master Lease, Benicia Industries and the City agreed that

“¶32. ...some of the ... sewer lines and sewage disposal facilities are substandard and will require major construction, reconstruction and repair before they are completely usable or can be accepted by the City of Benicia as public facilities for maintenance and operation. Nothing in this lease shall be construed to require the LANDLORD or the City of Benicia to bring said facilities up to standard or to contribute to the cost thereof. For these purposes, TENANT shall be in the same position as an owner or subdivider and, consistent with TENANT’S development program, the necessary work shall be instituted by TENANT and proceed in accordance with the appropriate ordinances of the City of Benicia, or Laws of the State of California. ...” (emphasis added).

In addition to promising that it would do the necessary major re-construction of sewer lines and sewage disposal facilities, Benicia Industries promised to

“¶33. ...comply with all ordinances and public laws applicable to the demised premises, and will not create nor permit any nuisance upon the demised premises.” Master Lease, **Exhibit B**, pp. 23-24.

*(Benicia Industries – Owner – 1975)*

In 1975, the City sold the Arsenal to Benicia Industries, Inc. (SoS registration no. C0168765). Grant Deed, Surplus Property Authority of the City of Benicia to Benicia Industries, Inc., recorded June 11, 1975, **Exhibit C**.

*(Benicia Industries changes name to APS West Coast, Inc. – 2000)*

In 2000, Benicia Industries, Inc. (SoS registration no. C0168765), changed its name to APS West Coast, Inc. (SoS registration no. C0168765). Certificate of Amendment of Articles of Incorporation, Benicia Industries, Inc., filed June 23, 2000, **Exhibit D**.

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According to the Statements of Information APS West Coast, Inc. filed with the California Secretary of State on Nov. 1, 2012, the address was stated as 10201 Centurion Parkway North, Suite 401, Jacksonville, FL 32256 Statement of Information, APS West Coast, Inc., filed Nov. 1, 2012, **Exhibit E**.

APS West Coast, Inc. filed another Statement of Information with the California Secretary of State on Oct. 31, 2013. Again, the current address is stated as 10201 Centurion Parkway North, Suite 401, Jacksonville, FL 32256. Statement of Information, APS West Coast, Inc., filed Oct. 31, 2013, **Exhibit F**.

*(DTSC Should Correct Facts Stated in Order)*

We respectfully request that DTSC correct the factual information in its Order, and add APS West Coast, Inc., formerly known as Benicia Industries, Inc., as a party in that Order.

*(HAP, LLC Did Not Lease or Purchase From the City)*

The Order states:

(a) “HAP is an RP based on ownership and operations. HAP is a California limited liability company that purchased the HAP Properties either directly from Benicia or leased the HAP Properties from Benicia since the Army left in the 1960's.”

The Order names “Historic Arsenal Park LTD (HAP)”. There is no entity today named “Historical Arsenal Park Ltd.” There is an entity named “Historical Arsenal Park, LLC” (SoS no. 200317410009) which dates from 2003. Historical Arsenal Park, LLC could not have purchased or leased the subject property from the City of Benicia “since the Army left in the 1960’s” because the City leased the property to Benicia Industries, Inc. in 1964, and the City sold the property to Benicia Industries in 1975.

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*(Historic Arsenal Park, LLC Did Not Use the Sewer Systems Before 1970)*

The Order concludes that “It was likely common practice to dispose of waste fluids using the existing sewer systems which until 1970 discharged to the Carquinez Straits.”

How could Historic Arsenal Park, LLC have used the existing sewer systems between 1964 and 1970? The City owned the property until **1975**, and Benicia Industries, Inc., was its master tenant until **1975**.

*(Use of Buildings for Office Space and Commercial Rentals)*

The Order then states that

“Between 1966 and 1981, the buildings onsite were used for office space, and commercial rental units.”

The Order refers to no records or evidence that Historic Arsenal Park, LLC or any predecessor in interest used the property between 1964 and 1966; nor to any records or evidence that there was any use by Historic Arsenal Park, LLC or any predecessor in interest between 1966 and 1970 (when the Order states that existing sewer systems stopped being used to discharge into the Carquinez Straits).

After 1975, Benicia Industries, Inc. owned the subject property, and the uses – according to the Order -- were office space and commercial rental units for the next six (6) years, until 1981.

*(No Evidence of Use of Parkerizing Vats and Machine Shop by HAP, LLC)*

The Order states that

“The Army indicated in the Site Investigation Report of the 50 Series Complex that there is evidence of beneficial reuse of the Parkerizing vats and former machine shop. Beneficial use of former Department of Defense land is defined as use by subsequent landowners or lessors in manners that would either mask contamination caused by DoD or continue contamination in the same way.”

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Again, the Order refers to no records or evidence that Historic Arsenal Park, LLC or any predecessor in interest had anything to do with “Parkerizing vats and former machine shop” in the subject property.

There are no facts stated in the Order as to any action or lack of action by Historic Arsenal Park, LLC as an owner of the subject property (it never was a tenant) that caused or contributed to contamination. There is a reference to continued storm water discharges carrying TCE and its biodegradation products into the Strait, however, the Order also states that the City owns and controls both the sanitary sewer and the storm drain systems at the subject property. Historic Arsenal Park is addressing the current issue, namely, vapor intrusion in a reliable and adequate manner, with full coordination with DTSC.

***Historic Arsenal Park, LLC did not create any nuisance conditions on the subject property, nor is it maintaining any nuisance conditions on the subject property.***

As for Historic Arsenal Park, LLC, we respectfully request that the Order note that there is no evidentiary material that indicates that Historic Arsenal Park, LLC, or any of its predecessors in interest, disposed of TCE or conducted any activities which contributed or contribute today to the dispersal of TCE left by the U.S. Army into the soils and groundwater. And, as a result, Historic Arsenal Park, LLC should be deleted from the Order.

The information gathering in which we are engaged is tedious, slow, and expensive. We will continue to provide information to enable DTSC to produce a revised and factually supported Order. While we do that, we are continuing with the discussions and negotiations that were begun at the meeting at your offices. Also, we must keep in mind that Historic Arsenal Park, LLC has only finite funds available for addressing the concerns expressed in the Order. As a result, we believe that Historic Arsenal Park, LLC and DTSC should focus on those steps that are priorities for protection of public health.

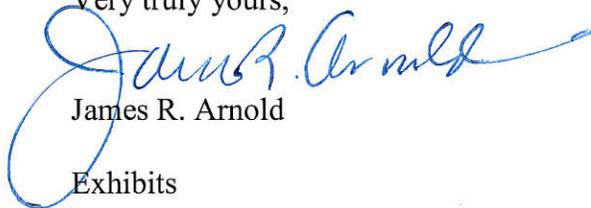
We have been participating in meetings with the current parties and their representatives as to several aspects of this matter, including review of the data in a meeting of environmental engineers last week, and coordination to develop a communication plan, a public participation plan, and site remediation strategies. However, as we explained in our September 12 letter, and as was discussed at the

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September 15 meeting, we strongly believe that DTSC needs to restate the facts, support those restated facts with evidence, and include only potentially responsible parties in the Order.

We look forward to continuing to work cooperatively with the DTSC to make sure that the issues of concern are adequately and appropriately addressed. Please let us know if you need additional information to add Benicia Industries, Inc. to the Order, and to delete Historical Arsenal Park, LLC from the Order.

Very truly yours,



James R. Arnold

Exhibits

- A Certificate of Amendment of Articles of Incorporation of Santa Cruz Oil Corporation, filed June 26, 1961.
- B Master Lease, Surplus Property Authority, City of Benicia to Benicia Industries, Inc., Jan. 7, 1964, recorded Feb. 26, 1965.
- C Grant Deed, Surplus Property Authority of the City of Benicia to Benicia Industries, Inc., recorded June 11, 1975.
- D Certificate of Amendment of Articles of Incorporation, Benicia Industries, Inc., filed June 23, 2000 (Name change to APS West Coast, Inc.)
- E Statement of Information, APS West Coast, Inc., filed Nov. 1, 2012.
- F Statement of Information, APS West Coast, Inc., filed Oct. 31, 2013.

Cc (w/exhibits) (by email only)

Vivian Murai  
Senior Attorney  
Office of Legal Counsel, MS-23A

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Client

168765

FILED

In the Office of the Secretary of State  
of the State of California

Re. chg. to BENICIA INDUSTRIES, INC.

CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION

OF

128777

JUN 26 1961

SANTA CRUZ OIL CORPORATION

FRANK M. [Signature] Secretary of State

By [Signature] Deputy

The undersigned, STANLEY HILLER and H. S. GILBERT, do hereby certify that they are respectively, and have been at all times herein mentioned, the duly elected and acting President and Secretary of SANTA CRUZ OIL CORPORATION, a California corporation, and further that:

1. At a special meeting of the Board of Directors of said corporation duly held at 311 California Street, San Francisco, California, at 10:00 A.M. on June 16, 1961, at which meeting there was at all times present and acting a quorum of the members of said Board, the following resolutions were duly adopted:

RESOLVED, that Article First and Section (a) of Article Second of the Articles of Incorporation of this corporation, which are set forth in Paragraph II of Agreement for Consolidation of Corporations, shall be amended to read as follows:

"FIRST: The name of the Consolidated Corporation shall be BENICIA INDUSTRIES, INC." and

"(a) Primarily to engage in the specific business of developing industrial properties."

2. The number of shares of said corporation consenting to such amendments of its Articles of Incorporation is 7500 and the following is a copy of the form of written consent executed by the holders of said shares.

SANTA CRUZ OIL CORPORATION

Whereas at a Special Meeting of the Board of Directors of Santa Cruz Oil Corporation, a California corporation, duly held at San Francisco, California, on the 16th day of June, 1961, at which meeting a quorum of the Board of Directors of said corporation was at all times present and acting, amendments of its Articles of

Incorporation were adopted and approved by resolution of said Board amending Article First and Section (a) of Article Second to read as follows:

(The Amendments of the Articles as set forth in the Director's Resolution, which are set forth in paragraph 1 of this Certificate, were set forth at this place in said written consent.)

NOW THEREFORE, each of the undersigned shareholders of said corporation does hereby adopt and consent to the foregoing amendments of said Articles of Incorporation and does hereby consent that said Article First and Section (a) of Article Second be amended to read as herein set forth.

3. The total number of shares of the corporation entitled to vote on or consent to the adoption of such amendments is 7500.

IN WITNESS WHEREOF the undersigned have executed this Certificate of Amendment this 20<sup>th</sup> day of June, 1961.

  
Stanley Hiller  
President of SANTA CRUZ OIL CORPORATION

H. S. Gilbert  
Secretary of SANTA CRUZ OIL CORPORATION

STANLEY HILLER and H. S. GILBERT each certifies under the penalty of perjury that they are officers of SANTA CRUZ OIL CORPORATION to wit, the President and Secretary, respectively, of SANTA CRUZ OIL CORPORATION, a California corporation, that they have read the foregoing Certificate of Amendment of Agreement for Consolidation of Corporations and that the same is true of their own knowledge, and that they executed the same on June 20<sup>th</sup>, 1961, in San Francisco, California.

Stanley Hiller  
STANLEY HILLER

H. S. Gilbert  
H. S. GILBERT

**MASTER LEASE**

**SURPLUS PROPERTY AUTHORITY OF THE CITY OF BENICIA**

**LANDLORD**

**TO**

**BENICIA INDUSTRIES, INC.**

**TENANT**

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LEASE

Recorded  
2-26-65

THIS LEASE made, executed and entered into at Benicia, California, this 7th day of January, 1964, by and between the SURPLUS PROPERTY AUTHORITY OF THE CITY OF BENICIA, a Public Corporation organized under and by virtue of the "Municipal Federal Surplus Property Authority Law" of the State of California, hereinafter referred to as LANDLORD, and **BENICIA INDUSTRIES, INC.**, a Corporation duly organized and existing under and by virtue of the laws of the State of California, hereinafter called TENANT.

WITNESSETH

That LANDLORD hereby leases to TENANT and TENANT hires from LANDLORD those certain premises with all improvements thereon and appurtenances thereto situated in the County of Solano, State of California, and more particularly described in Exhibit "A" attached to this lease and by reference made a part hereof, according to the following terms, covenants and conditions:

1. TERM. The term shall be for a period of sixty-six (66) years commencing on the first day of April 1964, at the total rent of FOUR MILLION FIVE HUNDRED EIGHTY SEVEN THOUSAND TWO HUNDRED and NO/100 DOLLARS (\$4,587,200) adjusted as may be required to conform to the terms of Paragraph 7 of this lease hereinafter set forth, which TENANT agrees to pay to, or for the account of, LANDLORD at Benicia, California, in installments as follows:

(a) The sum of FOUR HUNDRED FIFTY EIGHT THOUSAND SEVEN HUNDRED TWENTY and NO/100 DOLLARS (\$458,720) upon the execution hereof, which said sum shall forthwith be paid over by LANDLORD into escrow established for the United States Government under the Purchase Agreement described in Paragraph 5 hereof.

(b) The additional sum of FOUR HUNDRED FIFTY EIGHT THOUSAND SEVEN HUNDRED TWENTY and NO/100 DOLLARS (\$458,720) for the account of the LANDLORD simultaneously with the delivery to LANDLORD of a deed to the premises, all as provided in that certain Proposal of the City dated May 21, 1963, for the purchase of said property.

(c) The remaining sum of THREE MILLION SIX HUNDRED SIXTY NINE THOUSAND SEVEN HUNDRED SIXTY and NO/100 DOLLARS (\$3,669,760) in ten equal annual installments of THREE HUNDRED SIXTY SIX THOUSAND NINE HUNDRED SEVENTY SIX and NO/100 DOLLARS (\$366,976) each, beginning April 1, 1965, plus interest payable annually at the rate of five percent (5%) per annum on unpaid balances from the date possession of the premises is delivered to TENANT. Provided, however, that the entire balance due may be paid by TENANT without penalty at any time throughout the term hereof, or prior to the commencement of said term.

2. GROSS RECEIPTS PAYMENTS. In addition to the rent payable to LANDLORD hereinbefore referred to, TENANT shall pay to the LANDLORD for the account of the City of Benicia within thirty (30) days after receipt of said sums one-half of one percent (1/2%) of the gross amount of all rentals received from sub-lessees, and one-half of one percent (1/2%) of the gross sales price of property sold from within the leased premises, pursuant to the provisions of Paragraph 16 hereof, to assist said City of Benicia to provide for the maintenance and operation of public services.

3. PAYMENTS IN LIEU OF TAXES. Subject to the conditions herein-after set forth, and the furnishing of the normal governmental services by the respective taxing agencies, TENANT shall pay to LANDLORD annually a sum equal to the real property taxes which would be assessed by all City, County and District taxing entities against the devised premises if the same were owned in fee by TENANT, based upon an assessed valuation which bears the same ratio to market value as applied elsewhere in the City of Benicia by

the respective taxing agencies, and the said market value upon which the assessment is based shall not prior to April 1, 1974, be greater than FOUR MILLION FIVE HUNDRED EIGHTY SEVEN THOUSAND TWO HUNDRED and NO/100 DOLLARS (\$4,587,200), less the adjustments and offsets against said sum as provided in Paragraph 7 hereof, and subject also to the provisions of Paragraph 40 hereof. It is the intent of this provision to establish for real estate tax purposes for a period of ten (10) years the actual market value of the real property which is the subject of this lease at the price paid for said real property in the Purchase Agreement referred to in Paragraph 5 hereof, and to likewise establish the actual market value of TENANT'S leasehold or possessory interest for the same length of time at the same amounts, and that the annual payments due under the provisions of this paragraph shall be in lieu of all taxes which would otherwise be assessed during this period against the leasehold or possessory interest of TENANT, but shall not be in lieu of taxes which are assessable upon improvements added to the premises after receipt of possession thereof by the TENANT. After April 1, 1974, the said market value upon which these in lieu tax payments are based shall be increased as frequently as necessary to reflect increased property values in the area from April 1, 1964, to the date of adjustment, and the payments due from TENANT shall be increased proportionately. It shall be the duty of LANDLORD to obtain from the City of Benicia and from the County of Solano annually the amount of payment due under the provisions of this paragraph, receive the same from the TENANT and distribute the amount to the City and County, and other taxing entity which may collect its own taxes, for the use of all taxing entities within the County and City in the same manner as if the amounts were real property taxes collected in the normal manner. The amounts so due from TENANT to LANDLORD shall be payable in semi-annual installments at the same time and in the same manner as real property taxes become payable and become delinquent.

4. RELATIONSHIPS WITH LOCAL TAXING AGENCIES. It is understood that LANDLORD cannot bind the respective taxing entities to the provisions of the

preceding Paragraph 3, but that LANDLORD, as a Public Corporation, will arrange for appropriate conferences and agreements with the taxing entities involved and do everything within its power to induce said entities to accept and continue to utilize the plan provided in said preceding Paragraph 3. Provided further that any amounts required to be paid by TENANT for taxes to the City of Benicia, the County of Solano, or any other taxing entity upon TENANT'S interest, or possessory interest, in the real property herein leased, shall be deducted from the annual payments provided by the preceding Paragraph 3. This right of offset, however, will not apply as to taxes levied upon any improvements added to the premises after delivery of possession of the property to TENANT. Any property sold pursuant to the terms of Paragraph 16 of this lease shall be taxable in the normal manner to the new owner and the value given to said property by the appraiser for the City of Benicia as reflected in his report dated July 1, 1962, and entitled "Appraisal Report Benicia Arsenal" shall be deducted from the annual payment obligations of TENANT.

5. INSTALLMENT PURCHASE FROM THE UNITED STATES GOVERNMENT. The real property which is the subject of this lease is being purchased by the City of Benicia from the United States Government and title thereto will be vested in LANDLORD in accordance with all of the terms and conditions of the Purchase Agreement between the City and the United States Government, and said TENANT shall take possession of the demised premises at the same time the right to possession thereof is granted by the United States Government in accordance with the Purchase Agreement. Said Purchase Agreement is contained in a Proposal submitted to the United States Government by the City of Benicia dated May 21, 1963, (hereinafter called "City's Proposal"), and accepted by the United States Government in two documents dated June 28, 1963, and August 30, 1963. This lease is entered into subject to all of the terms and conditions set forth in said City's Proposal which includes, among other things, the requirement of a deposit in the amount of ten percent (10%)

of the purchase price which is the same amount to be paid by TENANT as specified in Subparagraph (a) of Paragraph 1 of this lease. Provided further that, pursuant to Paragraph 6 beginning on Page 4 of the City's Proposal, the LANDLORD and the City of Benicia will request an installment purchase arrangement from the United States Government for the demised premises, which said installment purchase arrangement shall contain payment terms in conformity with the rental payments provided in Paragraph 1 of this lease, and all of the said rental payments paid to LANDLORD by TENANT shall be received by LANDLORD in trust and be paid by LANDLORD to the United States Government on account of, and to liquidate, the purchase price of the property. The balance due under such installment purchase arrangement will be evidenced by a promissory note executed by LANDLORD and secured by a Deed of Trust which shall be a first lien upon the demised premises. In this event, this lease shall be subject to all of the terms and conditions of said Deed of Trust and nothing in this lease contained shall be construed to be in conflict with LANDLORD'S obligations under said promissory note and Deed of Trust nor the paramount rights of the United States Government thereunder. In the event that the United States Government for any reason denies this request for an installment purchase of the demised premises, then, unless TENANT elects to pay the total amount of the said rent in one lump sum, this lease shall be terminated and of no further force and effect, and all deposits and payments made pursuant hereto shall be returned to TENANT.

6. ADVANCE TO CITY OF BENICIA. The legal description of the demised premises as contained in Exhibit "A" attached hereto excludes the property described in Subparagraphs (a) and (b) of Paragraph 3 of the City's Proposal, and it is understood that said excluded area is not a portion of the property hereby leased. However, TENANT will place in escrow at the same time as the deposit specified in Subparagraph (a) of Paragraph 1 of this lease the sum of SEVENTY FIVE THOUSAND SIX HUNDRED and NO/100 DOLLARS (\$75,600) for the account of the City of Benicia to enable said City to

conclude the purchase of the area referred to in said Subparagraphs (a) and (b) of Paragraph 3 of the City's Proposal. Said amount, subject to the provisions of Paragraph 5, shall be paid out of escrow to the United States Government by the escrow holder as an additional amount at the same time, and subject to the same conditions, as the payment referred to in Subparagraph (b) of Paragraph 1 is paid out. The payment of said sum of SEVENTY FIVE THOUSAND SIX HUNDRED and NO/100 DOLLARS (\$75,600) to the City shall represent an advance by TENANT to the City of Benicia, and there shall be rebated to TENANT by said City without interest, prior to September 1st of each year, commencing with the year 1964, an amount equal to twenty-five percent (25%) of the total water paid for by TENANT, or by, or for, the account of any other occupant of the demised premises, in the preceding fiscal year ending on June 30th, until such time as the full advance of SEVENTY FIVE THOUSAND SIX HUNDRED and NO/100 DOLLARS (\$75,600) shall have been repaid to the TENANT by the City of Benicia. The payment of this sum into escrow is conditioned upon there being an appropriate commitment in writing by the City of Benicia to the foregoing.

7. HISTORIC MONUMENT AND PARK AREA ADJUSTMENTS. The properties referred to in Subparagraphs (c) and (d) of Paragraph 3 of the City's Proposal are not excluded from the real property described in Exhibit "A" attached hereto, but are included within the boundaries of said description. The value of the said property is likewise included within the rental of FOUR MILLION FIVE HUNDRED EIGHTY SEVEN THOUSAND TWO HUNDRED and NO/100 DOLLARS (\$4,587,200) to be paid by TENANT to LANDLORD in accordance with the terms hereof. It is understood, however, that there is presently pending an application from the City of Benicia to the General Services Administration for the use of this property as an Historic Monument and Park area in conformity with the intent of said Subparagraphs (c) and (d) of Paragraph 3. In the event that prior to March 31, 1964, such application is approved, or the City of Benicia is otherwise able to obtain and use

this area, or such different portion as may be jointly approved by the parties hereto and the City of Benicia, for Historic Monument and Park purposes, the LANDLORD shall obtain from the City of Benicia and shall provide TENANT with a legal description of the area to be so utilized, and the same shall thereupon be excluded from this lease. At said time the amount of rental due from TENANT to LANDLORD shall be reduced, in accordance with the manner prescribed by the United States Government toward the reduction of the purchase price, by the amount of the appraised value of said described area as established by the United States Government appraisal upon which the acquisition of the Arsenal property was based.

8. SOUTHERN PACIFIC RAILROAD TRACKAGE. The property referred to in Subparagraph (e) of Paragraph 3 of the City's Proposal is included within the boundaries of the real property described in Exhibit "A" attached hereto. However, in conformity with the intent of said Subparagraph (e) of Paragraph 3 of the City's Proposal, the parties hereto agree that the trackage of real property therein referred to shall be excluded from the terms of this lease upon the execution of appropriate documents with the Southern Pacific Company. Said documents may be executed by either the United States Government, the City of Benicia, or the LANDLORD, or any combination of said agencies, and may be executed prior or subsequent to the date of execution of this lease. In any event, said documents will constitute a modification of the description contained in Exhibit "A" without reduction in rental to be paid by TENANT to LANDLORD.

9. TIDELANDS LEASE FROM STATE OF CALIFORNIA. It is understood that the description contained in Exhibit "A" will, subject to the exclusions in this lease referred to, be of the exterior boundaries of the property generally known as the Benicia Arsenal, and said description is to be furnished by the United States Government pursuant to Paragraph 2 of the City's Proposal. It is possible that the description and survey therein

referred to may not be complete at the time of the execution of this lease, in which event said legal description may be later attached when furnished by the United States Government, and shall thereupon be initialed by the parties and become an integral part of this document. It is also understood that the transfer from the United States Government will be in the form of a Quit Claim Deed without warranty of title from the United States Government, and that the property referred to in Subparagraph (f) of Paragraph 3 of the City's Proposal may be subject to a partial reversion to the State of California. Negotiations are now under way between the United States Government and the State of California to fix the exact boundaries between property subject to this reversionary claim by the State of California and that which is not included within said claim. The City of Benicia is participating in these negotiations and it is probable that said exact dividing line will not have been fixed prior to the execution hereof. In any event, however, this lease shall be null and void unless LANDLORD shall obtain a lease from the State of California and sublease to TENANT the land claimed by the State of California which is included within the exterior boundaries of the property being transferred by the United States Government, as hereinbefore set forth. Said lease and sublease of said State of California's interest in said lands shall be for a term of not less than forty-five (45) years, represented by a fifteen (15) year lease with three (3) ten (10) year renewal options in the form required by the State of California, which is anticipated to be for a nominal consideration in view of the fact that the value of all improvements thereon are included within the purchase price of the property from the United States Government, and likewise, within the rental to be paid by TENANT to LANDLORD herein. Such rental payments required by the State of California are to be paid by the TENANT. Attempt will also be made by LANDLORD to obtain title from the State of California to LANDLORD of this property, subject to any conditions required by the State of California. In the event that the TENANT approves the purchase price and pays the same on behalf of LANDLORD, TENANT'S sublease on this

property will be extended to sixty-six (66) years in consideration of said payment. Provided, however, that this property and the shoreline adjacent thereto, as well as a convenient and appropriate loading and storage area reasonably desirable for use as a shipping port, together with all reasonably necessary easements and access thereto, shall not be subject to the provisions of Paragraph 16 of this lease and shall always be kept available as general shipping and port facilities and not restricted to the exclusive use of any individual persons or companies.

10. MARKETABLE TITLE AND TITLE INSURANCE. It is understood that the LANDLORD will receive marketable title to all property constituting the demised premises, which marketable title shall be free of all encumbrances except encumbrances specifically approved by the LANDLORD, and said marketable title shall be evidenced by an extended coverage policy of title insurance in the form approved by the California Land Title Association. Similarly, TENANT shall receive a marketable title to its leasehold interest free of all encumbrances except encumbrances specifically approved by TENANT, and said marketable title shall likewise be evidenced by an extended coverage policy of title insurance in the form approved by the California Land Title Association. Premiums for both of said policies of title insurance shall be paid for by TENANT. Provided, however, that it is understood that the marketable titles and policies of title insurance herein referred to may not be available at the time of execution of this lease, but that the said titles shall be made marketable by LANDLORD, at the expense of TENANT to the extent said expense is approved by TENANT, and the policies of title insurance issued prior to April 1, 1964, except as to any title flaws that may be conditionally accepted by TENANT subject to the prosecution of appropriate quiet title and validation proceedings.

11. EXCEPTIONS FOR UNITED STATES MARITIME COMMISSION AND NATIONAL GUARD USE. The obligations of the City of Benicia to the United States Maritime Commission set forth in Paragraph 4 of the City's Proposal are

hereby assumed and shall be carried out by TENANT without reduction in rental payments to LANDLORD. In addition, it is understood that the City of Benicia has promised a five (5) acre site to the National Guard for use as a National Guard Armory, and that said five (5) acres is to be located in the general vicinity of the Arsenal Gate nearest the "Highlands" area. LANDLORD shall furnish to TENANT a legal description of this five (5) acre parcel, as approved by the National Guard, and thereafter the described area shall be excluded from this lease and will be transferred by appropriate documents to the National Guard, if said National Guard agrees to construct an Armory thereon. There shall be no reduction in rental paid by TENANT to LANDLORD by virtue of exclusions of this property from the demised premises.

12. PREPARATION AND SUBMISSION OF MASTER PLAN. TENANT shall, with reasonable diligence, after the execution hereof, cause to be prepared a plan for the maximum and integrated development of the demised premises in order to provide employment opportunities and economic betterment to the area. Such plan shall include the design of an industrial park, including waterfront and harbor facilities consistent with feasible use for commerce and navigation, and shall likewise include recommended land use in areas not suitable for industrial development. A preliminary overall development plan shall be submitted by TENANT for approval to LANDLORD and to the City of Benicia within ninety (90) days of the date of execution of this lease, and approval of said plan may not be unreasonably withheld by said entities. Thereafter, development shall proceed in accordance with said plan. In this connection, it is understood that the major interest of LANDLORD and the City of Benicia is the desirability of providing employment and other economic advantages to the Benicia area as rapidly as possible in order to lessen or overcome the economic impact of the deactivation of the Benicia Arsenal by the United States Government. It, therefore, is contemplated that within the limits of practicability and good business judgment, development of all types, including manufacturing and other industrial establishments

that wish to locate in the area, will be encouraged and every effort and inducement will be made by all parties to accomplish this result within the shortest possible time. For these reasons and for the overall public betterment of the entire area, it is understood that the preliminary plan herein referred to must of necessity be flexible and will of necessity have to be changed and amended from time to time to accommodate industries and other developments as particular concerns, or business enterprises, become interested in and available for location within the demised premises. All such changes, amendments and refinements to said overall development plan shall likewise be submitted by TENANT to LANDLORD and to the City of Benicia for approval which may not be unreasonably withheld.

13 EMPLOYMENT OPPORTUNITIES TO BE PROVIDED. Upon TENANT receiving possession of the demised premises, and after approval of the preliminary plan referred to in Paragraph 12 herein, TENANT shall proceed as rapidly as practicable to cause portions of the property to be occupied and used by industries and other business establishments, and shall thereby provide employment opportunities in accordance with the following schedule:

(a) Industries or other business establishments employing, or desiring to employ, not less than four hundred (400) persons shall be obtained prior to the expiration of eighteen (18) months from the date of possession of the demised premises by TENANT.

(b) Industries or other business establishments employing, or desiring to employ, not less than an additional four hundred (400) persons shall be obtained prior to the expiration of thirty (30) months from the date of possession of the demised premises by TENANT.

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(c) Industries or other business establishments employing, or desiring to employ, not less than an additional four hundred (400) persons shall be obtained prior to the expiration of forty-two (42) months from the date of possession of the demised premises by TENANT.

(d) Industries or other business establishments employing, or desiring to employ, not less than an additional four hundred (400) persons shall be obtained prior to the expiration of fifty-four (54) months from the date of possession of the demised premises by TENANT.

(e) Industries or other business establishments employing, or desiring to employ, not less than an additional four hundred (400) persons shall be obtained prior to the expiration of sixty (60) months from the date of possession of the demised premises by TENANT, making a total of two thousand (2,000) persons within said five-year period.

#### 14. PROVISIONS FOR NON-PERFORMANCE OF EMPLOYMENT OPPORTUNITY

SCHEDULE. In the event that the employment opportunity schedule outlined in Paragraph 13 above is not met by TENANT, said TENANT shall pay to the LANDLORD, in addition to all other amounts due hereunder, the sum of TWENTY FIVE THOUSAND and NO/100 DOLLARS (\$25,000) within thirty (30) days after the expiration of each period specified in said schedule. For example: If the requirements of Subparagraph (a) of said Paragraph 13 are not met, TENANT will pay to LANDLORD said sum of TWENTY FIVE THOUSAND and NO/100 DOLLARS (\$25,000); if, however, the required eight hundred (800) persons are provided for in thirty (30) months after possession, no payment need be made for that period, and each period will be so treated throughout the five-year period. Provided, however, that the requirement of said employment opportunities shall be measured by the normal operation of the industrial or business establishment and shall not be affected by subsequent strikes, layoffs, or in situations where positions are available and cannot be filled. It is also understood that when the two thousand (2,000) maximum employment opportunity requirements are once met, the obligations of TENANT will have been completely performed regardless of subsequent events. If, however, said maximum requirements are not met within the five-year period referred to in Subparagraph (e) of Paragraph 13, the TWENTY

FIVE THOUSAND and NO/100 DOLLARS (\$25,000) payment shall continue to be made each year thereafter on the anniversary of that date unless, and until, the said maximum requirements are once met. Provided further that the employment opportunity requirements may be met in part by the development of any other property owned by TENANT within the City of Benicia which is not included within the demised premises. In no event shall the TENANT be required to pay in excess of TWENTY FIVE THOUSAND and NO/100 DOLLARS (\$25,000) for any one period.

It is the common intent of the parties that TENANT will in good faith and with adequate resources proceed to aggressively develop the property, and to provide as part of such development, maximum employment opportunities in no event lesser than those specified in Paragraph 13 hereof. Provided further that in the event TENANT does proceed with such development program in good faith, and for reasons which are beyond the control of the said TENANT, is unable to meet the employment opportunity schedule specified in Paragraph 13 hereof, said TENANT may petition the LANDLORD for relief from the penalties, or any one of them, provided in this Paragraph 14, in whole or in part, and LANDLORD may in its discretion permit such relief.

15. TENANT'S PRIOR CONTRACTS WITH CITY OF BENICIA TO BE CONCLUDED.

In view of the provisions of Paragraphs 13 and 14 hereof, LANDLORD agrees as a condition of this lease to obtain from the City of Benicia a release of TENANT from any obligations of TENANT under Paragraph 8 of that certain contract dated November 21, 1956, wherein the City of Benicia is designated as "City", and J. J. Coney is designated as "Purchaser", under which said contract TENANT has replaced J. J. Coney. TENANT shall at the same time pay to the City of Benicia the remaining amount due under the terms of the aforesaid contract, and the contract shall otherwise be concluded.

It is agreed that this lease supersedes that certain contract dated November 6, 1961, between TENANT and the City of Benicia, and TENANT

represents that all obligations under said contract have been discharged except TENANT'S obligations under Paragraph 2 of said contract, and TENANT will obtain written acknowledgment from the City of Benicia of the termination of said contract of November 6, 1961, except for the TENANT'S obligations under said Paragraph 2.

16. PROVISIONS FOR SALES WHERE SUB-LEASES NOT PRACTICABLE. It is the general intent of this lease that industries and other business establishments will be located within the demised premises on the basis of sub-leases executed by TENANT to said concerns. However, it is recognized that it is of paramount public interest that the Benicia area be economically developed and that employment opportunities be provided. It is further recognized that there will be some instances where a desirable industry or business venture, whose location in the area will be beneficial, would refuse to make the required move or the required investment without fee ownership of the land. It is also recognized that there will be instances where portions of the property will not be suitable for industrial development, but would be suitable for residential or other type development. In any of these cases, TENANT may seek to negotiate a sale of the portion of the demised premises involved to the interested party, or parties, and shall thereupon request approval of said sale and the execution of the necessary documents from LANDLORD. Should LANDLORD approve such sale, and such approval may not be unreasonably withheld, LANDLORD shall transfer the property in accordance with the terms of the sales agreement and TENANT will quit claim its leasehold interest therein. Proceeds of such sale, or sales, shall be applied as follows:

(a) If there is an unpaid balance to the United States Government on the installment purchase arrangement referred to in Paragraph 5 of this lease, such sales price shall be paid to, or for the account of, the United States Government toward liquidation of said purchase price, in the manner approved by the United States

Government, and rental due from TENANT to LANDLORD will be reduced in a like amount and manner.

(b) If there is no unpaid balance due the United States Government as specified in Subparagraph (a) above, or if the sales price exceeds any such balance due, said sales price, or said portion of the sales price, shall be paid to or for the account of TENANT.

(c) Regardless of whether Subparagraph (a) or Subparagraph (b) applies at the time of any such sale, or sales, TENANT shall pay to the LANDLORD within thirty (30) days of the conclusion of sale an amount equal to one-half of one percent (1/2%) of the gross sales price in fulfillment of its obligation provided in Paragraph 2 of this lease to assist said City of Benicia in the furnishing of said public services.

17. VALIDATION PROCEEDINGS. In accordance with Article 6 of the "Municipal Federal Surplus Property Law", entitled "Co-operation", LANDLORD will promptly institute and prosecute to conclusion appropriate proceedings to validate all matters referred to in Section 40575 of the Government Code. TENANT'S obligations other than the payments into escrow under Subparagraph (a) of Paragraph 1 and Paragraph 6 hereof, under this lease shall be conditioned upon the rendition of a final judgment providing such validation. Counsel for these proceedings shall be selected by LANDLORD and all litigation costs and reasonable attorney's fees shall be reimbursed to LANDLORD by TENANT. In the event that for any reason validation is denied, or that a final judgment providing validation is not rendered prior to the time that the "down payment" of twenty percent (20%) is due to the United States Government in accordance with the terms of City's Proposal, either LANDLORD or TENANT may by notice in writing to the other cancel, annul or terminate this lease and their further obligations hereunder, and in case of any payments made by TENANT and within the control of LANDLORD, these shall be repaid to TENANT promptly and in the case

of the funds covered by the escrow referred to in Paragraph 1(a) hereof, LANDLORD will do all within its power to have these funds released to TENANT.

18. CONDITION OF PREMISES. The TENANT acknowledges that it has examined and knows the present condition of the demised premises and the buildings now thereon and that no representation as to the said demised premises, or as to the condition or repair thereof, were made by LANDLORD, or by anyone on his behalf, prior to the execution of this lease.

19. DESTRUCTION OF IMPROVEMENTS BY FIRE OR CASUALTY PRIOR TO APRIL 1, 1964. If prior to April 1, 1964; any of the buildings or improvements now on the demised premises shall be destroyed by fire or other casualty, in whole or in part, this lease and the obligation of the LANDLORD and the TENANT hereunder shall not be affected, modified or changed, except that the rent to be paid by TENANT pursuant to Paragraph 1 shall be reduced by the amount of the appraised value by the United States Government of the buildings or other improvements so destroyed, which shall be reflected in a reduction of the purchase price to be paid to the United States Government. Provided, however, that prior to April 1, 1964, the TENANT, at its own expense, may insure its interest in said buildings or improvements to the full insurable value thereof, in which event the proceeds of the insurance shall be the sole property of TENANT.

20. REMOVAL, ALTERATION OR DESTRUCTION OF IMPROVEMENTS BY TENANT. The parties hereto understand that there are many buildings and improvements upon the demised premises of all types, qualities and conditions of repair and disrepair. It is further recognized that the plan referred to in Paragraph 12 of this lease may suggest the desirability of the destruction of some of the said buildings or improvements to provide parking, access or similar attributes necessary or desirable for the location of industry or other business enterprises in the area. In addition, as opportunities present themselves for the use of portions of the demised premises

by the ultimate occupants thereof, other destruction or changes of the existing structures may be required. Accordingly, it is agreed that any of the buildings, structures or improvements which were given a zero or minus appraisal as to value by the appraiser for the City of Benicia as reflected in his report dated July 1, 1962, and entitled "Appraisal Report Benicia Arsenal", and those which have been deleted from said list all as reflected in the inventory which is attached marked Exhibit "B", may be destroyed, removed or modified by TENANT at any time without approval of, or notification to LANDLORD, except as otherwise required by any obligations of LANDLORD to the United States Government. None of the other buildings, structures or improvements located within the demised premises may be destroyed or removed by TENANT without written approval of the LANDLORD, but, subject to any required approval of the United States Government, the same may be modified or altered by TENANT as may from time to time be required or desirable to meet the needs of occupants thereof, and TENANT may likewise, by sublease or contract, permit the occupants themselves to provide such modifications or alterations as the needs or requirements of the occupants may indicate, or that may be desirable. TENANT may likewise, subject to any required approval by the United States Government, remove, alter and fill the grounds and soil within the demised premises in such manner as may be necessary or desirable for development thereof.

21. REMOVAL OF EARTH MATERIALS BY TENANT. There is a portion of the demised premises in the southwesterly area immediately adjacent to the Yuba Manufacturing Company property which consists of a hill or mound, which the parties hereto agree is neither necessary nor desirable for industrial development, and there may be other similar areas found by the parties to be so constituted, and TENANT shall have the option to remove all of said hill or mound or other areas found to be similar, grading the area to a desirable industrial grade, and to use the soil or other material thereby removed elsewhere on the demised premises without yardage cost to TENANT, or

on its property within the City of Benicia but outside of the demised premises upon the payment to LANDLORD of the sum of five cents (5¢) per yard for all soil or other material so removed, said yardage to be measured in place in the area from which removed. Said yardage payment shall be due on the first calendar month after its removal. Prior to the removal of material for use outside the demised premises, TENANT shall provide adequate notice to LANDLORD of the area to be removed in order that the yardage can be computed in place. Provided, however, that any of the actions of TENANT hereunder shall be subject to any required approval by the United States Government.

22. FIRE, LIABILITY AND EXTENDED COVERAGE INSURANCE. TENANT shall carry, or cause to be carried, fire and extended coverage insurance on the leased premises during the entire term of this lease in an amount equal to not less than the full insurable value of the buildings and other improvements given a plus value by the appraiser for the City of Benicia in his report dated July 1, 1962, and entitled "Appraisal Report Benicia Arsenal", plus any additional improvements required to be insured by the United States Government, or the LANDLORD, all of which are contained in an inventory attached marked Exhibit "C", but not limited to the amount of the value placed on said improvements by said appraiser, written by an insurance company, or companies, authorized to do business in the State of California. Said policies to be written in the name of, and for the benefit of, LANDLORD and the TENANT and the United States Government, as their respective interests may appear. And TENANT shall also, at its own expense, furnish contingent liability insurance including coverage of LANDLORD in an insurance company permitted to operate in the State of California in the sum of not less than FIVE HUNDRED THOUSAND and NO/100 DOLLARS (\$500,000) in case of injury or damage to one person, and not less than ONE MILLION DOLLARS (\$1,000,000) in case of injury or damage to more than one person, in the same accident or occurrence. Such insurance to be obtained and to be kept and maintained

in full force and effect during the entire term of this lease at the expense of TENANT. Proof of the obtaining and maintenance in force of the insurance required by this paragraph shall be furnished to LANDLORD and to the United States Government in such manner as the LANDLORD and the United States Government shall require, and copies of all policies of insurance shall be delivered to LANDLORD as issued or renewed, or as otherwise required by the United States Government. In the event of failure of TENANT to procure the required insurance and to pay the premiums thereon, or to properly maintain and keep in force such insurance, LANDLORD shall have the right and privilege to procure such insurance and to pay the premium or premiums thereon, which amounts shall be deemed so much additional rent and shall be due and payable from TENANT on demand.

TENANT may insure all other improvements on the demised premises not included within the definition contained above in this Paragraph 22 to their full insurable value for the sole account of said TENANT.

23. OIL, GAS AND OTHER MINERAL RIGHTS. TENANT shall have the full right at all times to explore, develop and operate the demised premises, other than the lands provided in Paragraph 9 hereof, for the production of oil, gas and other minerals, or any of them, and for the storing, handling, transporting and marketing of them for the account and profit of TENANT, and all other rights and privileges necessary and incident to, or convenient for, the operation of the demised premises, or any portion thereof, for the production and marketing of minerals, and with the right of installing, and removing at any time necessary, or desirable for good exploration or production practices, any and all property and improvements necessary therefor, subject to any required approval of the United States Government. The TENANT is further hereby given and granted full power and authority to negotiate for, make, execute, acknowledge, and deliver oil, gas and mineral leases for the account and profit of TENANT upon such terms, conditions, and for such length of time as TENANT may deem proper, covering said demised

premises or any part thereof. Provided, however, that upon the expiration of the term hereof, all revenues thereafter from the development or leasing of said mineral rights shall revert to LANDLORD.

24. MINERAL LEASE AND ROYALTY PAYMENTS. In the event of the execution of an oil, gas or other mineral lease by TENANT to others, LANDLORD shall receive for the account of the City of Benicia an amount equal to twenty-five percent (25%) of the royalties received by TENANT from oil, gas or other minerals produced on the premises. For example, if the TENANT'S royalties from said lease are one-eighth, or 12.5%, LANDLORD shall receive from TENANT an amount equal to twenty-five percent (25%) thereof, or 3.125% royalty. In the event that TENANT undertakes direct exploration and production of oil, gas or other minerals upon the demised premises, whether by contract or otherwise, LANDLORD shall receive from TENANT for the account of the City of Benicia a royalty equal to 3.125%. Bonuses and delay rentals shall be treated as any other rental income and be subject to the provisions of Paragraph 2 hereof regarding the payment of one-half of one percent (1/2%).

25. TENANT'S RIGHTS TO SUBLET AND TO ASSIGN. Subject to any required approval by the United States Government, TENANT shall have the unqualified right: To sublet the demised premises, or any part thereof, and LANDLORD, where required by a subtenant as a condition of the sublease, will agree not to exercise its right of repossession as against the subtenant in the event of default of the TENANT, providing that subtenant agrees that under these circumstances it will thereafter pay its rental directly to LANDLORD; or to assign this lease, provided that in the event of an assignment, the LANDLORD shall have the right at any time to require the assignee to expressly assume and agree in writing to perform all of the covenants and conditions herein required of the TENANT.

26. COVENANT TO PAY RENT. TENANT covenants, promises and agrees to and with the LANDLORD that said TENANT shall and will well and truly pay, or cause to be paid, the rentals in this lease provided in the manner set

the TENANT'S property, or if the TENANT shall make an assignment for the benefit of creditors, then and in each of said cases it shall be lawful for the LANDLORD to enter upon the said demised premises, or any part thereof, in the name of the whole and the same to have, hold, possess and enjoy as of the LANDLORD'S former estate discharged from these presents, except that, with respect to existing subleases, the same shall continue but the subtenants shall pay their rents directly to the LANDLORD.

**32. ALTERATION OF PREMISES AND PROVISION FOR PUBLIC FACILITIES.**

It is understood that as part of the development plans referred to throughout this lease, TENANT may rearrange and so alter the premises as to create one or more entirely new and different types of industrial, business or residential complexes, and TENANT agrees as part of its development program to provide necessary easements for water lines, sewars and roadways, and a location for fire houses and a corporation yard, without charging the City of Benicia for the same. Provided further, however, that the location, nature and extent of these facilities shall be in accordance with the general plan and requirements of the City of Benicia. Provided further that it is recognized by the parties that some of the water lines, water storage facilities, roads, sewer lines and sewage disposal facilities are substandard and will require major construction, reconstruction and repair before they are completely usable or can be accepted by the City of Benicia as public facilities for maintenance and operation. Nothing in this lease shall be construed to require the LANDLORD or the City of Benicia to bring said facilities up to standard or to contribute to the cost thereof. For these purposes, TENANT shall be in the same position as an owner or subdivider and, consistent with TENANT'S development program, the necessary work shall be instituted by TENANT and proceed in accordance with the appropriate ordinances of the City of Benicia, or laws of the State of California. All of the provisions of this paragraph shall be subject to any required approval of the United States Government.

**33. COMPLIANCE WITH LAWS AND ORDINANCES.** TENANT shall comply with all ordinances and public laws applicable to the demised premises, and will not create nor permit any nuisance upon the demised premises.

**34. SUBORDINATION AGREEMENT.** The TENANT shall have the right to erect new buildings and improvements on the demised premises, as well as the rights of destruction and alteration specified in Paragraph 20 of this lease as to existing buildings and improvements, and in connection with said construction and alteration, may execute security instruments such as mortgages or deeds of trust to finance in whole or in part the required work. In the event that the said construction or alteration is in furtherance of an approved development plan, in accordance with the provisions of Paragraph 12 of this lease, LANDLORD shall subordinate its remainder interest in the demised premises to the lien of the holder of the mortgage, deed of trust, or other security instrument. Each of such proposed subordination agreements shall be submitted to LANDLORD for approval and such approval shall not be unreasonably withheld. All of the provisions of this paragraph are subject to any required approval of the United States Government.

**35. PROVISIONS IN EVENT OF DEFAULT BY TENANT.** The TENANT agrees and covenants that if default shall be made by it, its successors or assigns, in the payment of the rent herein reserved in Paragraph 1, and such default shall continue for thirty (30) days after notice thereof in writing to the TENANT, its successors or assigns, or if default other than in the payment of said rent, or other than in the agreements contained in Paragraph 13 of this lease, shall be made in the conditions' agreements, stipulations and covenants, or any of them herein contained to be kept, observed, performed or fulfilled by the TENANT, its successors and assigns, and said default shall continue for one hundred and twenty (120) days after notice thereof in writing to the TENANT, its successors or assigns, then and in either or any such event, it may and shall be lawful for the

LANDLORD at any time thereafter, without, however, waiving or postponing any right against the TENANT, to enter into or on the said demised premises, repossess, expel the TENANT or anyone holding under it, subject to the provisions of Paragraph 25, its successors and assigns, and remove their effects forcibly, if necessary, without prejudice to any rights or remedies whether by statute or common law which might otherwise be used, for recovering arrears in rent or for breach of any term, covenant or condition of this indenture, and such entry, repossession or such expulsion or removal, whether by direct act of the aforesaid LANDLORD, or through the medium of legal proceeding for that purpose instituted, shall not terminate this indenture nor release the TENANT from any liability for the payment of any rent stipulated to be paid by this indenture or the performance or fulfillment of any other condition or covenant provided herein, whether before or after such entry, repossession, expulsion or removal by the LANDLORD, and in case of such entry by the said LANDLORD, it may lease or relet the said premises in whole or in part, or the buildings and improvements thereon, to any tenant or tenants that may be satisfactory to it, and for such term or terms and at such rent or rentals, terms and conditions as the LANDLORD may deem best, and the acceptance of any tenant or the making of any such lease by the LANDLORD shall be conclusive of the proper discretion so vested in the LANDLORD. In case of such reentry, the LANDLORD shall use and apply any and all rents so received by it as follows:

(a) To the payment of the cost, maintenance and operation of the demised premises and the buildings and improvements thereon, including a reasonable compensation to the said LANDLORD and agents, attorneys or servants, for services in such management;

(b) To the payment of all taxation rates, assessments, impositions and other charges or expenses herein covenanted to be paid by TENANT;

(c) To the payment on account of the rent covenanted and other sums to be paid by the TENANT from time to time as such rent or other obligation accrues, with interest at the rate of seven percent (7%) per annum from the time the same becomes due.

The LANDLORD shall not be under any obligation to enter into possession of said demised premises during said time, and the foregoing provisions regarding the possession and management of said buildings and improvements, and the disposition of rents thereof by the LANDLORD, are made to operate only in the event that the said LANDLORD shall elect to enter into possession of the same as aforesaid. No act by LANDLORD in attempting to enforce performance of this lease shall be construed as a rescission hereof, or as an offer to rescind.

36. COVENANT OF QUIET ENJOYMENT. The LANDLORD covenants, promises and agrees with the TENANT that the latter, on paying the rent herein reserved, and observing, performing and keeping all and singular the covenants, agreements and conditions herein contained on its part to be observed, fulfilled and kept, according to the true intent and meaning of these presents, shall and may lawfully, peacefully and quietly have, hold, use, occupy, possess, and enjoy said premises hereby leased, with the appurtenances, and every part and parcel thereof, and during all of said term of sixty-six (66) years, hereby granted without any let, suit, hindrance, eviction, ejection, molestation or interruption whatsoever of or by the LANDLORD, or of or by any other person or entity lawfully claiming by, from or under LANDLORD.

37. FAVORABLE BUSINESS CLIMATE. In addition to the foregoing covenant of quiet enjoyment, it is recognized by the parties that the development of the demised premises by the TENANT, and the occupancy thereof by industrial and other business establishments, represents many problems of community relationships and is an exceedingly complex program re-

quiring the utmost of cooperation from the LANDLORD as a public entity. Prospective sub-lessees and occupants of the property for industrial and business development will be concerned with all types of community affairs, including a favorable business climate and attractive area surroundings. Further, such prospective sub-lessees and occupants will be making continual inquiry of all public agencies affecting the welfare and future of the City of Benicia and will be vitally concerned with such matters as education, recreation and other advantages for their employees. Accordingly, in connection with all of these matters and those of similar import, LANDLORD will do all within its power to encourage, work with and provide facilities for the needs of such prospective occupants and sub-lessees and will make appropriate representation to and agreements with all other public entities in the area to accomplish these results.

38. METHOD OF GIVING NOTICE. Notices required to be given by the terms of this lease, or by any law applicable to the transactions between the parties, shall be given in writing either by personal service, certified or registered mail to the LANDLORD at the Benicia City Hall, 250 East 7th Street, Benicia, California, and to the TENANT at 311 California Street, San Francisco 4, California, unless either of said parties shall have prior thereto notified the other in writing of a change in such official address.

39. SUCCESSORS IN INTEREST. The agreements, covenants and conditions contained herein shall be binding upon the assigns and successors in interest of the parties hereto with as much force and effect as if said assigns and successors in interest were specifically mentioned in each clause, agreement, covenant and condition herein contained.

40. IMMEDIATE PAYMENT FOR PUBLIC SERVICES. It is understood that when control of the demised premises passes from the United States Government to LANDLORD and TENANT as in this lease provided, an immediate and severe burden will be placed upon the public service facilities of the City

of Benicia, particularly with reference to police and fire protection and equipment. For that reason, and for the further reason that possession of the premises will not be transferred until after the first Monday in March 1964, and hence, the payments due in accordance with the provisions of Paragraph 3 will not be made until the fiscal year commencing on July 1, 1965, it is agreed that TENANT will pay to LANDLORD for the account of the City of Benicia the sum of FORTY THOUSAND and NO/100 DOLLARS (\$40,000) on April 1, 1964, and the additional sum of FORTY THOUSAND and NO/100 DOLLARS (\$40,000) on October 1, 1964, to assist the City in partially overcoming this burden. Provided, however, that the obligation to pay said amounts is conditioned upon there being a commitment by the City of Benicia to furnish police and fire protection within the demised premises immediately upon acquisition of possession by TENANT:

SURPLUS PROPERTY AUTHORITY OF THE CITY  
OF BENICIA, A Public Corporation

By James A. ...  
President

(SEAL)

Attested: Anna L. ...  
Clerk

BENICIA INDUSTRIES, INC., A California  
Corporation

By J.J. ...  
President

(SEAL)

By W. ...  
Secretary

PERIMETER DESCRIPTION, BENICIA ARSENAL, CALIFORNIA

All that certain real property situated in the following named sections as shown on U.S. Geological Survey Quadrangles of Benicia and Port Chicago 1951 editions:

Section 6, Township 2 North, Range 2 West;  
 Section 1, Township 2 North, Range 3 West;  
 Sections 30 and 31, Township 3 North, Range 2 West;  
 Sections 24, 25, 35 and 36, Township 3 North, Range 3 West,  
 described as follows:

PARCEL 1.

Commencing, for reference, at the corner common to Township 2 and 3 North, and Ranges 2 and 3 West (marked by a Bureau of Land Management monument), thence N 25° 22' 31" W, 1097.3 feet to the true point of beginning, said point also being the northeast corner of the corporation boundary of the City of Benicia and a corner common to the boundary of the property of the United States of America, known as the Benicia Arsenal;

THENCE, (1) N 59° 51' W, 3043.0 feet along the boundary common to said City of Benicia and the United States of America;

THENCE, (2) leaving said common boundary, from a tangent which bears S 14° 58' 58" W, along a curve to the right (concave westerly) having a radius of 3050.0 feet and a central angle of 14° 55' 02" an arc distance of 794.09 feet;

THENCE, Southwesterly and Northwesterly the following courses:

(3)	S 29° 54' W,	817.54 feet;
(4)	S 27° 05' E,	59.63 feet;
(5)	S 29° 54' W,	30.00 feet;
(6)	S 85° 18' W,	60.75 feet;
(7)	S 29° 54' W,	1018.77 feet;
(8)	N 60° 06' W,	10.00 feet;
(9)	N 29° 54' E,	1401.64 feet;
(10)	N 60° 06' W,	56.95 feet;
(11)	S 32° 53' W,	633.73 feet;
(12)	S 29° 54' W,	809.55 feet;
(13)	N 60° 06' W,	10.00 feet;
(14)	N 27° 48' E,	818.54 feet;
(15)	N 36° 45' E,	251.79 feet;
(16)	N 29° 54' E,	719.00 feet;
(17)	N 60° 06' W,	30.00 feet;
(18)	N 29° 54' E,	179.00 feet;
(19)	S 60° 06' E,	20.00 feet;
(20)	N 29° 54' E,	262.03 feet;

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THENCE, (21) along a non-tangent curve to the left (concave westerly) having a radius of 2950 feet and a central angle of  $10^{\circ} 42' 54''$ , an arc distance of 551.68 feet to the above mentioned common boundary between the City of Benicia and the United States of America;

THENCE, (22) N  $59^{\circ} 51'$  W, 2975.33 feet along said common boundary;

THENCE, leaving said common boundary, the following courses:

(23)	N	$30^{\circ} 11'$	E,	3387.92 feet;
(24)	N	$48^{\circ} 13'$	E,	141.7 feet;
(25)	S	$41^{\circ} 47'$	E,	74.0 feet;
(26)	N	$48^{\circ} 13'$	E,	56.0 feet;
(27)	N	$41^{\circ} 47'$	W,	74.0 feet;
(28)	N	$48^{\circ} 13'$	E,	3257.2 feet;

THENCE, Northerly and westerly in Sections 25 and 24 the following courses:

(29)	N	$78^{\circ} 56'$	W,	803.54 feet;
(30)	N	$22^{\circ} 40'$	W,	197.70 feet;
(31)	N	$62^{\circ} 40'$	W,	513.00 feet;
(32)	N	$21^{\circ} 58'$	E,	228.00 feet;
(33)	N	$86^{\circ} 10'$	E,	275.00 feet;
(34)	S	$72^{\circ} 15'$	E,	354.00 feet;
(35)	N	$66^{\circ} 47'$	E,	238.00 feet;
(36)	N	$41^{\circ} 26'$	E,	278.00 feet;
(37)	N	$57^{\circ} 03'$	E,	148.00 feet;
(38)	N	$20^{\circ} 20'$	W,	166.00 feet;
(39)	N	$25^{\circ} 42'$	E,	218.00 feet;
(40)	N	$28^{\circ} 16'$	W,	380.00 feet;
(41)	S	$74^{\circ} 57'$	W,	160.00 feet;
(42)	N	$54^{\circ} 03'$	W,	626.00 feet;
(43)	N	$41^{\circ} 55'$	W,	293.00 feet;
(44)	N	$27^{\circ} 53'$	E,	189.00 feet;
(45)	S	$80^{\circ} 50'$	E,	347.00 feet;
(46)	N	$57^{\circ} 15'$	E,	82.0 feet;
(47)	N	$24^{\circ} 58'$	W,	241.00 feet;
(48)	N	$47^{\circ} 41'$	W,	337.00 feet;
(49)	N	$28^{\circ} 36'$	W,	919.00 feet;
(50)	N	$72^{\circ} 10'$	W,	274.00 feet;
(51)	N	$23^{\circ} 13'$	E,	297.00 feet;

THENCE, southerly and easterly in Sections 24 and 25, T. 3N, R. 3W, and Section 30, T. 3N, R. 2W, the following courses:

(52)	S	$61^{\circ} 42'$	E,	426.00 feet;
(53)	S	$34^{\circ} 30'$	E,	282.00 feet;
(54)	S	$51^{\circ} 32'$	E,	244.00 feet;
(55)	N	$85^{\circ} 42'$	E,	312.00 feet;
(56)	N	$54^{\circ} 20'$	E,	173.77 feet;
(57)	S	$77^{\circ} 39'$	E,	129.58 feet;

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(58) S 60° 32' 30" E, 508.79 feet;  
(59) S 47° 56' E, 607.67 feet;  
(60) S 36° 44' 30" E, 844.32 feet;  
(61) S 19° 12' 30" W, 609.41 feet;  
(62) S 34° 21' 30" E, 590.09 feet;  
(63) S 22° 32' W, 111.34 feet to the westerly line  
of the Benicia-Sulphur Springs County Road No. 227;  
(64) S 33° 34' 30" W, 266.04 feet along said boundary and  
(65) S 23° 40' 00" E, 330.98 feet;  
(66) N 70° 29' 50" E, 40.50 feet to a point on the eas-  
arly right-of-way of the Benicia-Sulphur Springs Road at a corner  
of the property of the United States of America marked by an iron  
pipe with a copper disc stamped L.S. 2227 said point also being the  
most northerly corner of Parcel 4, Tract 1, as acquired by the  
United States of America from Julia A. Hill, et al, by Final  
Judgement of Condemnation No. 4354-S in the District Court of the  
United States in and for the Northern District of California,  
Northern Division, dated December 22, 1941;  
THENCE, (67) S 66° 19' E, 2897 feet along the Northerly line  
of said Tract 1 and of Parcel 4 to the most Easterly corner of  
Parcel 4;  
THENCE, (68) continuing along the Easterly boundary of said  
Tract 1, as stated in said Final Judgement No. 4354-S, S 39° 04'  
E, 1227.38 feet; and  
(69) S 63° 18' W, 842.61 feet; and  
(70) S 23° 45' E, 1454.92 feet, more or less, to the  
Northwesterly line of the Southern Pacific Railroad Company mainline  
high level right-of-way 75 feet at 90° from the centerline thereof  
and continuing S 23° 45' E, to the line of ordinary high tide of  
Suisun Bay;  
THENCE, (71) along said line of ordinary high tide Southwesterly  
and Westerly 8,569.52 feet, more or less, to Highway Station 79+21.63  
located on the Benicia Martinez Highway;  
THENCE, (72) Southwesterly to Station 1, as shown on map  
entitled "Boundary of State Tide and Submerged Lands along the shores  
of Carquinez Strait", as prepared by the State of California, State  
Lands Commission, November 1963;  
THENCE, (73) South 47° 51' 23" West 257.19 feet;  
THENCE, (74) South 74° 52' 06" West 290.80 feet;  
THENCE, (75) South 22° 08' 46" West 142.47 feet;  
THENCE, (76) South 22° 34' 16" East 462.39 feet;  
THENCE, (77) South 84° 58' 19" West 142.35 feet;  
THENCE, (78) South 34° 13' 04" West 104.04 feet;  
THENCE, (79) North 83° 27' 37" West 205.78 feet;  
THENCE, (80) South 42° 41' 18" West 392.66 feet;  
THENCE, (81) North 41° 38' 55" West 130.48 feet;  
THENCE, (82) South 68° 52' 37" West 139.52 feet;  
THENCE, (83) South 36° 08' 49" West 82.80 feet;

THIENCE, (84) South 75° 10' 18" West 200.82 feet;  
 THIENCE, (85) South 67° 38' 45" West 142.80 feet;  
 THIENCE, (86) North 52° 58' 21" West 198.04 feet;  
 THIENCE, (87) South 61° 33' 38" West 117.18 feet;  
 THIENCE, (88) South 08° 15' 13" West 151.13 feet;  
 THIENCE, (89) North 58° 12' 56" West 68.63 feet;  
 THIENCE, (90) North 66° 33' 21" West 48.33 feet;  
 THIENCE, (91) North 88° 12' 25" West 82.10 feet;  
 THIENCE, (92) North 89° 01' 01" West 108.00 feet;  
 THIENCE, (93) South 84° 38' 46" West 197.57 feet;  
 THIENCE, (94) South 81° 12' 33" West 693.40 feet;  
 THIENCE, (95) South 77° 28' 36" West 210.24 feet;  
 THIENCE, (96) South 71° 30' 16" West 96.46 feet;  
 THIENCE, (97) South 64° 38' 50" West 104.28 feet;  
 THIENCE, (98) South 51° 15' 12" West 196.02 feet to a point on

the Easterly boundary of the City of Benicia, as shown on the Official Map thereof made by Benjamin W. Barlow and filed for record in the office of the County Recorder of Solano County, California, in Book L of Maps, Page 124; said point bears North 29° 44' 02" West 1371.28 feet from U.S.C.G.S. Triangulation Station "Dock".

THIENCE, (99) Southerly, along said easterly boundary to the intersection of said boundary with the centerline of the street abutting the southeasterly line of Lot 5 in Block 222 as shown on the above mentioned map of the City of Benicia;

THIENCE, (100) Southwesterly along said centerline to the centerline of the street extending along the Southwesterly line of lots 5 through 8 incl. in said Block 222 of the City of Benicia;

THIENCE, (101) Northwesterly along the last mentioned centerline to the centerline of East 9th Street;

THIENCE, (102) Southwesterly, along the centerline of East 9th Street to the centerline of "F" Street, Block 190 of said Map of the City of Benicia;

THIENCE, (103) Northwesterly, along the centerline of "F" Street, to the centerline of East 8th Street;

THIENCE, (104) Southwesterly, along the centerline of East 8th Street, to the centerline of "E" Street;

THIENCE, (105) Northwesterly, along the centerline of "E" Street, to the centerline of the street abutting the Easterly line of Lots 3 and 7, Block 192 of the above mentioned City of Benicia;

THIENCE, (106) Southwesterly, along the last mentioned centerline to the centerline of "D" Street;

THIENCE, (107) Northwesterly, along the centerline of "D" Street, to the intersection thereof with the extension of the line between Lots 3 and 4, Block 192 as shown on the above mentioned Map of the City of Benicia;

THIENCE, (108) N 29° 39' E, along the Northwesterly line and the extensions thereof of the following lots;

- 3, 7, 10 and 14 of Block 192;
- 3, 10 and 14 and along the Southeasterly line of Lot 8 of Block 78;

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3, 7, 10 and 14 of Block 79;  
3, 7, 10 and 14 of Block 80;  
3, 7, 10 and 14 of Block 81 to the inter-  
section of said line with the Southwesterly boundary line of the  
original Benicia Arsenal as designated by executive orders dated  
7 October and 10 October 1862;  
THENCE, (109) along said boundary, N 60° 43' W, 497.0 feet;  
THENCE, (110) N 29° 15' E, 3336.7 feet to the point of beg-  
inning.

Excepting therefrom all of that property owned by the Southern  
Pacific Railroad Company and the Southern Pacific Company described  
in exceptions no. 1 and 2, as follows:

EXCEPTION ONE: Beginning at a point on Course No. 70 of the  
above description calling S 23° 45' E, 1454.92 feet, said point  
being at the intersection of the Northwesterly line of the Southern  
Pacific Railroad Company most Westerly right-of-way and the North-  
easterly boundary of the property of the United States of America;

THENCE, (1) S 23° 45' E, 207.8 feet, along said Northeastern  
boundary, to the Southeastern right-of-way line of said Southern  
Pacific Company;

THENCE, along said right-of-way, the following courses:

(2) S 33° 33' W, 2650.98 feet to the beginning of a  
curve to the left;

(3) along said curve having a radius of 570.25 feet, an  
arc distance of 365.18 feet, the long chord bears S 31° 42' W, 365.18  
feet;

(4) along a curve, to the left, having a radius of  
1809.91 feet, an arc distance of 379.42 feet, the long chord bears  
S 21° 55' W, 378.70 feet;

(5) S 46° 20' 10" E, 56.28 feet;

(6) along a curve, to the left, having a radius of  
1759.91 feet, an arc distance of 945.81 feet;

(7) along a tangent, S 18° 09' 44" E, 181.87 feet;

(8) S 21° 35' E, 751.70 feet;

(9) N 65° 50' E, 255.01 feet;

(10) N 28° 04' E, 262.62 feet;

(11) N 13° 08' E, 891.17 feet;

(12) N 32° 34' E, 691.04 feet;

(13) along a curve, to the right, having a radius of  
2914.93 feet, an arc distance of 187.33 feet;

(14) N 36° 15' E, 1699.72 feet to the Northeastern  
boundary of the property of the United States of America;

THENCE, (15) S 23° 45' E, 86.6 feet along said Northeastern  
boundary to the Easterly line of the most Easterly right-of-way of  
the Southern Pacific Company;

THENCE, along said Easterly right-of-way line the following  
courses:

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3, 7, 10 and 14 of Block 79;  
3, 7, 10 and 14 of Block 80;  
3, 7, 10 and 14 of Block 81 to the inter-  
section of said line with the Southwesterly boundary line of the  
original Benicia Arsenal as designated by executive orders dated  
7 October and 10 October 1862;  
THENCE, (109) along said boundary, N 60° 43' W, 497.0 feet;  
THENCE, (110) N 29° 15' E, 3336.7 feet to the point of beg-  
inning.

Excepting therefrom all of that property owned by the Southern  
Pacific Railroad Company and the Southern Pacific Company described  
in exceptions no. 1 and 2, as follows:

EXCEPTION ONE: Beginning at a point on Course No. 70 of the  
above description calling S 23° 45' E, 1454.92 feet, said point  
being at the intersection of the Northwesterly line of the Southern  
Pacific Railroad Company most Westerly right-of-way and the North-  
easterly boundary of the property of the United States of America.

THENCE, (1) S 23° 45' E, 207.8 feet, along said Northeastern  
boundary, to the Southeastern right-of-way line of said Southern  
Pacific Company;  
THENCE, along said right-of-way, the following courses:

- (2) S 35° 43' W, 2650.98 feet to the beginning of a  
curve to the left;
- (3) along said curve having a radius of 379.42 feet, an  
arc distance of 365.18 feet, the long chord bears S 31° 42' E,  
1809.91 feet, an arc distance of 379.42 feet, the long chord bears  
S 21° 55' W, 378.70 feet;
- (5) S 46° 20' 10" E, 56.28 feet;
- (6) along a curve, to the left, having a radius of  
1759.91 feet, an arc distance of 945.81 feet;
- (7) along a tangent, S 18° 09' 44" E, 181.87 feet;
- (8) S 21° 35' E, 751.70 feet;
- (9) N 65° 50' E, 255.01 feet;
- (10) N 28° 04' E, 262.62 feet;
- (11) N 17° 08' E, 891.17 feet;
- (12) N 32° 34' E, 691.04 feet;
- (13) along a curve, to the right, having a radius of  
2914.93 feet, an arc distance of 187.33 feet;
- (14) N 36° 15' E, 1699.72 feet to the Northeastern  
boundary of the property of the United States of America;
- THENCE, (15) S 23° 45' E, 86.6 feet along said Northeastern  
boundary to the Easterly line of the most Easterly right-of-way of  
the Southern Pacific Company;
- THENCE, along said Easterly right-of-way line the following  
courses:

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(16) S 36° 15' W, 1656.4 feet;  
(17) along a tangent curve, to the left, having a radius of 2814.93 feet, an arc distance of 1386.28 feet;  
(18) S 8° 02' W, 400.0 feet;  
(19) S 7° 51' W, 1352.45 feet;  
(20) West, 422.94 feet to the Westerly right-of-way line of said Southern Pacific Company;  
THENCE, along said Westerly right-of-way the following courses:  
(21) N 0° 21' W, 367.33 feet;  
(22) along a tangent curve, to the left, having a radius of 1115.02 feet and a central angle of 19° 16' 30", an arc distance of 375.11 feet;  
(23) N 19° 37' 30" W, 365.45 feet;  
(24) N 21° 35' 00" W, 508.32 feet;  
(25) N 19° 48' W, 383.55 feet;  
(26) N 17° 56' W, 77.81 feet;  
(27) along a curve, to the right, having a radius of 2009.91 feet, an arc distance of 1236.75 feet, the long chord bears N 08° 30' E;  
(28) S 14° 01' 10" E, 45.14 feet to a point 75 feet Westerly, measured radially, from the centerline of said right-of-way;  
(29) along a curve, to the right, having a radius of 1984.91 feet an arc distance of 248.24 feet, the long chord bears N 24° 20' E, 248.07 feet;  
(30) along a curve, to the right, having a radius of 3894.75 feet, an arc distance of 382.36 feet, the long chord bears N 31° 39' 30" E, 382.21 feet;  
(31) N 33° 33' E, 2763.33 feet to the point of beginning.

EXCEPTION TWO: All of that real property of the Southern Pacific Railroad Company and the Southern Pacific Company located within that portion of the City of Benicia which is a part of the property of the United States of America known as Benicia Arsenal, said real property of the Southern Pacific Company being described as follows:

Beginning at the intersection of the Westerly boundary line of said Benicia Arsenal (said Westerly line also being the Easterly line of Lot 8, Block 78 of City of Benicia as per map thereof recorded in Book 1 of Maps, page 124, Solano County Records) with the centerline of the main track of the Southern Pacific Railroad between Bahia and Benicia at or near Engineer's Station 35+30.5;

THENCE, (1) N 29° 39' E, 33.49 feet along said Westerly boundary line;

THENCE, (2) S 86° 45' E, 1142.83 feet, parallel with and 30.0 feet Northerly, at 90° from said centerline;

THENCE, (3) along a tangent curve, to the left, having a radius

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of 3627.21 feet and a central angle of  $4^{\circ} 17' 30''$ , an arc distance of 271.69 feet (the long chord bears  $S 88^{\circ} 53' 45'' E$ , 271.62 feet) to a point 50.0 feet, Northerly, at  $90^{\circ}$  from Engineer's Station 20+99.2" said point also being on the Easterly boundary line of the City of Benicia as per map thereof recorded in the above mentioned Book 1 of Maps, page 124;

THENCE, (4) Southerly, 40.0 feet along said Easterly boundary to a point 10 feet Southerly from Engineer's Station 20+99.2"

THENCE, (5) Along a curve to the right, having a radius of 3667.21 feet and a central angle of  $4^{\circ} 16' 50''$ , an arc distance of 273.98 feet (the long chord bears  $N 88^{\circ} 52' 25'' W$ , 273.92 feet)

THENCE, (6)  $N 86^{\circ} 45' W$ , 1162.68 feet to the above mentioned Easterly line of Lot 8, Block 78 of the City of Benicia

THENCE, (7)  $N 29^{\circ} 39' W$ , 11.16 feet to the point of beginning.

EXCEPTION THREE: That area known as the Post Cemetery described as follows: Commencing, for reference, at the Southwesterly corner of the original Benicia Arsenal as designated by executive orders dated 7 October and 10 October 1862; thence,  $N 29^{\circ} 15' E$ , 299.98 feet along the Westerly boundary line of said Benicia Arsenal to the true point of beginning said point being the SW corner of said Post Cemetery;

THENCE, (1)  $N 29^{\circ} 15' E$ , 347.19 feet along said boundary to the NW corner of Cemetery;

THENCE, (2)  $S 63^{\circ} 43' 09'' E$ , 165.28 feet to the NE corner;

THENCE, (3)  $S 28^{\circ} 54' 02'' W$ , 347.15 feet to the SE corner;

THENCE, (4)  $N 63^{\circ} 44' 29'' W$ , 167.43 feet to the true point of beginning and containing 1.33 acres, more or less.

PARCEL NO. 2:

An area extending from the Easterly boundary of the City of Benicia along the ordinary high tide water line Easterly and Northerly about 8500 feet, said area being 300 yards wide, measured off shore from the low water mark, as ceded to the United States of America by the State of California by 1897 Statutes approved 9 March 1897 and by an act approved 15 July 1935, p. 1672.



MASTER LEASE ... EXHIBIT "D"

<u>Building No.</u>	<u>Designation</u>
4	Sandblast Building
11	Safety Office
32	Garden Tool House
45	Office Building
46	Office Building
47	Office Building
51	Storehouse
52	Office Building
53	Dynamometer Shop
55	Blacksmith Shop
56	Small Arms Building
57	Small Arms Building
61	Wharf - Year 1882 - Condemned
62	Office Building
65	Boiler House
71	Storehouse
71-A	Office
73	Storehouse
74	Photo Lab
77	Underground Storehouse
78	Underground Storehouse
79	Underground Storehouse
80	Underground Storehouse
89	Storehouse
89-A	Storehouse
101	Battery Shop
102	Office (Berth 2)
104	Office (Berth 1)
108	Hoist Building
114	Carpenter Shed
115	Cafeteria
148	Tool Shed
149	Flag Pole
150	Depot Facilities Warehouse
154	Paint Spray Booth
157	Lumber Shed
160	Boiler House
164	Office Building
166	Paint Shop
170	Motor Pool Office
172	Vehicle Shop
173	Office Building

MASTER LEASE

EXHIBIT "D"

<u>Building No.</u>	<u>Designation</u>
175	Gas Service Station
184	Time Clock Building
F-1	Fox Hole Shelter
F-4	Fox Hole Shelter
F-6	Fox Hole Shelter
F-7	Fox Hole Shelter
F-8	Fox Hole Shelter
F-9	Fox Hole Shelter
F-10	Fox Hole Shelter
GT-9	Guard Tower
PL-1	Loading Platform
PL-2	Loading Platform
PL-4	Loading Platform
T-1	Barracks
T-2	Mess Hall
T-3	Barracks
T-4	Barracks
T-116	Addition to Building 116
T-174	Office - Area 16
T-175	Office - Area 14
T-176	Office - Area 5
T-204	Storage Building
T-222	Steam Cleaning Shed
T-223	Guard House - Gate 4
T-224	Office - Area 25
T-225	Guard House - Gate 12
T-226	Motor Pool Office
T-227	Office Building
T-229	Field Office (At C-415)
T-230	Field Office (Area 14)
T-442	Guard Shelter
T-443	Guard Shelter

LARGE IGLOO MAGAZINES NUMBERED AS FOLLOWS

A-201	A-206	A-211	A-216	A-225	B-309
A-202	A-207	A-212	A-217	A-236	B-310
A-203	A-208	A-213	A-218	A-237	B-311
A-204	A-209	A-214	A-219	B-301	B-312
A-205	A-210	A-215	A-220	B-308	B-313

BOOK 1324 PAGE 502

LARGE IGLOO MAGAZINES NUMBERED AS FOLLOWS

B-314	C-425	D-517
C-402	C-431	D-518
C-415	C-432	D-519
C-416	C-433	D-520
C-417	D-503	D-524
C-419	D-512	D-525
C-420	D-513	D-526
C-424	D-516	D-527
		D-528
		D-529

MEDIUM IGLOO MAGAZINES NUMBERED AS FOLLOWS

A-221	A-235	C-408
A-222	B-302	C-409
A-223	B-303	C-410
A-224	B-304	C-411
A-226	B-305	C-421
A-227	B-306	C-422
A-228	B-307	C-423
A-229	C-401	C-426
A-230	C-403	C-427
A-231	C-404	C-428
A-232	C-405	C-429
A-233	C-406	C-430
A-234	C-407	

January 7, 1964

BOOK 1324 PAGE 503

MASTER LEASE ... EXHIBIT "C"

<u>Building No.</u>	<u>Designation</u>
2 -----	Storehouse
3 -----	Time Clock Shelter
5 -----	Time Clock Building
15 -----	Fuel Oil Pumphouse
20 -----	Boiler House
22 -----	Transformer House
24 -----	Quarters
31 -----	Engine Rebuild Shop
33 -----	Quarters
34 -----	Quarters
35 -----	Quarters
36 -----	Quarters
39 -----	Guard House
40 -----	Plant Security Office
41 -----	Sewage Pump House
42 -----	Garage & Repair Shop
44 -----	Dapot Facilities Shop
48 -----	Processing Shop
49 -----	Fire Control
56-A -----	Small Arms Building
58 -----	Transformer House
59 -----	Tool House
60 -----	Storehouse
63 -----	Storehouse
66 -----	Welding Shop
67 -----	Quarters - Fire Department
68 -----	Storehouse
69 -----	Storehouse
70 -----	Powerhouse
72 -----	Medical Building
75 -----	Storehouse
76 -----	Storehouse
81 -----	Storehouse
82 -----	Storehouse
83 -----	Storehouse
84 -----	Storehouse
85 -----	Storehouse
88 -----	Storehouse
90 -----	Motor Repair Building
91 -----	Ordnance Machine Shop
91-A -----	Power Train Rebuild

<u>Building No.</u>	<u>Designation</u>
92	Headquarters Building
93	Vehicle Repair Shop
94	Storeroom - Office
95	Wharf
97	Transformer House
98	Machine Shop
99	Processing Shop
99-A	Processing Shop
100	Office (Berth 3)
103	Office - Armament
105	Fire Station
106	Officers Club
107	Garage - One Car
110	Railroad Tool House
112	Booster Pump House
116	Carpenter Shop
117	Sticker Building
119	Sawdust Burner
120	Safety Crib
121	Quarters
122	Quarters
123	Quarters
124	Quarters
125	Quarters
126	Quarters
127	Quarters
129	Quarters
130	Quarters
131	Quarters
132	Quarters
133	Quarters
134	Quarters
135	Garage at 134
137	Quarters
140	Quarters
144	Office Building
146	Railroad Yard Office
153	Main Gatehouse
155	Tire Rebuild Shop
156	Locomotive House
158	Gate House (Gate 17)
159	Processing Shop

<u>Building No.</u>	<u>Designation</u>
161 -----	Cleaning Building
163 -----	Storehouse
165 -----	Vehicle Repair Shop
167 -----	Vehicle Shop
168 -----	Vehicle Shop
169 -----	Storehouse
174 -----	Booster Pumphouse
176 -----	Sewage Pumphouse
179 -----	Compressor Building
180 -----	Transformer House
188 -----	Garage (Three Car)
189 -----	Garage (One Car)
190 -----	Garage (One Car)
191 -----	Garage (One Car)
192 -----	Garage (One Car)
193 -----	Garage (Three Car)
196 -----	Tennis Court
CL-1 -----	Guided Missiles Shop
CL-2 -----	Boiler House
DL-1 -----	Dunnage Building
DL-2 -----	Dunnage Building
S-1 -----	Track Scales
S-2 -----	Truck Scales
SA-1 -----	Small Arms Storage
SA-2 -----	Small Arms Storage
T-138 -----	Warehouse on Wharf
T-139 -----	Warehouse on Wharf
T-141 -----	Warehouse on Wharf
T-143 -----	Warehouse on Wharf
T-197 -----	Maintenance Building
T-198 -----	Office - Area 7
T-199 -----	Body-Radiator Shop
T-215 -----	Office - Area 1-A
T-221 -----	Motor Pool Building
T-228 -----	Box Shop
TO-73 -----	Storehouse
W-1 -----	Storehouse
W-2 -----	Storehouse
W-3 -----	Storehouse
W-4 -----	Storehouse
W-6 -----	Storehouse
W-8 -----	Storehouse
W-9 -----	Storehouse

MASTER LEASE

EXHIBIT "C"

<u>Building No.</u>	<u>Designation</u>
W-7 -----	Storehouse
W-10 -----	Storehouse
W-11 -----	Storehouse
W-12 -----	Storehouse
178 -----	Diesel Oil Tank
T-36 -----	Building on Condemned Wharf
T-38 -----	Building on Condemned Wharf
T-113 -----	Field Office - Area 55

BUILDINGS IN HISTORICAL MONUMENT AND PARK AREA SUBJECT  
TO PROVISION NUMBER 7 OF MASTER LEASE

1 -----	Quarters
7 -----	Storehouse
8 -----	Radio Mars
9 -----	Storehouse
10 -----	Storehouse
21 -----	Green House
25 -----	Quarters
26 -----	Quarters
27 -----	Quarters
28 -----	Quarters
29 -----	Storehouse

January 7, 1964

BOOK 1324 PAGE 507

RESOLUTION NO. 8

A RESOLUTION DIRECTING EXECUTION OF MASTER LEASE (AND MODIFICATION OF LEASE RELATING THERETO AND DIRECTING VALIDATION

RESOLVED, by the Commission of the Surplus Property Authority of the City of Benicia, California, as follows:

1. That the Surplus Property Authority of the City of Benicia, as Landlord, enter into and execute an agreement of Lease with Benicia Industries, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of California, as Tenant, dated the 7th day of January, 1964, in form and this day presented to this Commission; and that the President of this Commission execute said agreement of Lease in the name of this Authority, and that the Clerk of this Commission attest the signature of said President and affix thereto the seal of this Authority, in such number of original counterparts as may be necessary or useful.

2. That this Authority make and enter into a Modification of Lease, dated the 30th day of March, 1964, in form and this day presented to this Commission, providing for the modification of some of the terms of that certain agreement of Lease described and referred to in Section 1 hereof; and that the President of this Commission execute said Modification of Lease in the name of this Authority, and that the Clerk of this Commission attest the signature of said President and affix thereto the seal of this Authority, in such number of original counterparts as may be necessary or useful.

3. That Wilson, Harzfeld, Jones & Morton, attorneys for this Authority, are hereby authorized and directed to bring proceedings in the Superior Court of the State of California in and for the County of Solano for the purpose of having adjudicated the validity of the two agreements described and referred to in Sections 1 and 2 of this Resolution.

\* \* \* \* \*

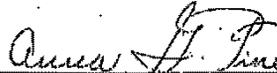
BOOK 1324 PAGE 508

I hereby certify that the foregoing Resolution was duly adopted at a meeting of the Surplus Property Commission of the Surplus Property Authority of the City of Benicia duly held on the 30th day of March, 1964, by the following vote:

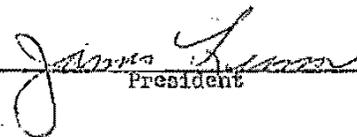
AYES, and in favor thereof, Commissioners: Barrett,  
Charboneau, Johansen and Lemos

NOES, Commissioners: Cody

ABSENT, Commissioners: None

  
City Clerk and Ex-Officio Clerk of  
the Commission

APPROVED:

  
President

I, Anna G. Pine, Clerk of the Surplus Property Authority of the City of Benicia, County of Solano, State of California, hereby certify that the foregoing Resolution No. 8 was introduced and passed by the Surplus Property Authority of the City of Benicia at a meeting of said Authority held on the 30th day of March, 1964 and adopted by the following vote:  
Ayes: Commissioners Barrett, Charboneau, Johansen and Lemos  
Noes: Commissioner Cody  
Absent: None

WITNESS my hand and the seal of said Authority this 30th day of March, 1964.

  
Anna G. Pine, Clerk

SEAL

RECORDING REQUESTED BY 23801

AND WHEN RECORDED MAIL TO  
Name: Benicia Industries, Inc.  
Street Address: P. O. Box 315  
City & State: Benicia, California 94510

15005

Recorded at Request of  
TITLE INSURANCE AND TRUST COMPANY  
JUN 11 1975  
OFFICIAL RECORDS  
SOLANO COUNTY, CA.  
Pd. Recorder

MAIL TAX STATEMENTS TO:  
Name: Same  
Street Address:  
City & State:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned grantor declares:  
Documentary transfer tax is \$ none  
{ } computed on full value of property conveyed, or  
{ } computed on full value less value of liens and  
encumbrances remaining at time of sale.  
D.T.T. #

### Corporation Grant Deed

TO 406 CA (7-66) THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
THE SURPLUS PROPERTY AUTHORITY OF THE CITY OF BENICIA, a Public Corporation,  
a corporation organized under the laws of the state of California  
hereby GRANTS to  
BENICIA INDUSTRIES, INC., a California corporation,  
the following described real property in the City of Benicia  
County of Solano, State of California:  
See Exhibit "A" attached hereto and by reference made a part hereof;

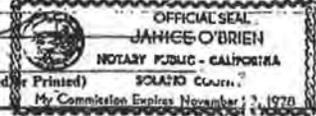
In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this instru-  
ment to be executed by its C. Carsten Johansen President and Betty M. Pallinen Clerk  
thereunto duly authorized.  
Dated: June 11, 1975

STATE OF CALIFORNIA } SS.  
COUNTY OF Solano  
On June 11, 1975 before me, the under-  
signed, a Notary Public in and for said State, personally appeared  
C. Carsten Johansen known  
to me to be the President, and  
Betty M. Pallinen known to me to be

SURPLUS PROPERTY AUTHORITY  
By C. Carsten Johansen President  
By Betty M. Pallinen Clerk Secretary

Secretary of the Corporation that executed the  
within instrument, known to me to be the persons who executed the  
within instrument on behalf of the Corporation therein named, and  
whom I believe to be such Corporation executed the public instru-  
ment pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.  
Signature: Janice O'Brien  
Name: (Typed or Printed) Janice O'Brien  
NOTARY PUBLIC - CALIFORNIA  
SOLANO COUNTY  
My Commission Expires November 1, 1978



Title Order No. \_\_\_\_\_ Escro / or Loan No. \_\_\_\_\_

MAIL TAX STATEMENTS AS DIRECTED ABOVE.

Description: Solano, CA Document - Book Page (up to 1988) 1975.23801 Page: 1 of 16  
Order: 3 Comment:

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ORDER NO. 95764

## EXHIBIT "A"

THE LAND REFERRED TO HEREIN IS DESCRIBED AS FOLLOWS:

ALL THAT REAL PROPERTY IN THE CITY OF BENICIA, COUNTY OF SOLANO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL ONE:

ALL OF THAT CERTAIN 1996.981 MORE OR LESS, ACRE PARCEL OF LAND SHOWN ON THE RECORD OF SURVEY ENTITLED: "SURVEY OF BENICIA ARSENAL, BENICIA, CALIFORNIA", RECORDED AUGUST 26, 1964, IN BOOK 9 OF SURVEYS AT PAGE 11, SOLANO COUNTY RECORDS.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS:

EXCEPTION NO. 1 (HUMBLE PARCEL NO. 1)

ALL OF THAT CERTAIN PARCEL OF LAND SHOWN AS PARCEL NO. 1 ON THE RECORD OF SURVEY FILED IN BOOK 10 OF SURVEYS AT PAGE 27, SOLANO COUNTY RECORDS.

EXCEPTION NO. 2 (HUMBLE PARCEL NO. 2)

ALL OF THAT CERTAIN PARCEL OF LAND SHOWN AS PARCEL NO. 2 ON THE RECORD OF SURVEY FILED IN BOOK 10 OF SURVEYS AT PAGE 27, SOLANO COUNTY RECORDS.

EXCEPTION NO. 3 (HUMBLE PARCEL NO. 3)

ALL OF THAT CERTAIN PARCEL OF LAND SHOWN AS PARCEL NO. 3 ON THE RECORD OF SURVEY FILED IN BOOK 10 OF SURVEYS AT PAGE 27, SOLANO COUNTY RECORDS.

EXCEPTION NO. 4 (HILLCREST AVENUE EXTENSION)

THE PARCEL OF LAND DESCRIBED IN EXHIBIT "A" IN THE DEED FROM THE SURPLUS PROPERTY AUTHORITY OF THE CITY OF BENICIA, ET AL, TO THE CITY OF BENICIA, DATED MAY 13, 1969, RECORDED SEPTEMBER 4, 1969 IN BOOK 1581 OF OFFICIAL RECORDS AT PAGE 694, INSTRUMENT NO. 15717.

EXCEPTION NO. 5 (NATIONAL GUARD ARMORY)

THE PARCEL OF LAND DESCRIBED IN EXHIBIT "B" IN THE DEED FROM THE SURPLUS PROPERTY AUTHORITY OF THE CITY OF BENICIA, ET AL, TO THE CITY OF BENICIA, DATED MAY 13, 1969, RECORDED SEPTEMBER 4, 1969 IN BOOK 1581 OF OFFICIAL RECORDS AT PAGE 694, INSTRUMENT NO. 15717.

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ORDER NO. 95764

## EXHIBIT "A"

EXCEPTION NO. 6 (TOYOTA PARCEL NO. 1)

ALL OF THAT CERTAIN PARCEL OF LAND SHOWN AS PARCEL NO. 1 ON THE PARCEL MAP FILED IN BOOK 4 OF PARCEL MAPS AT PAGE 55, SOLANO COUNTY RECORDS.

EXCEPTION NO. 7 (TOYOTA PARCEL NO. 2)

ALL OF THAT CERTAIN PARCEL OF LAND SHOWN AS PARCEL NO. 2 ON THE PARCEL MAP FILED IN BOOK 4 OF PARCEL MAPS AT PAGE 55, SOLANO COUNTY RECORDS.

EXCEPTION NO. 8 (P.G.&E. BAHIA SUBSTATION)

THE PARCEL OF LAND DESCRIBED IN THE DEED FROM THE SURPLUS PROPERTY AUTHORITY OF THE CITY OF BENICIA, ET AL, TO PACIFIC GAS AND ELECTRIC COMPANY, DATED APRIL 22, 1968, RECORDED MAY 27, 1968 IN BOOK 1510 OF OFFICIAL RECORDS AT PAGE 1, INSTRUMENT NO. 9787.

EXCEPTION NO. 9 (BERWIND PARCEL NO. 1)

ALL OF THAT CERTAIN PARCEL OF LAND SHOWN AS PARCEL 1 ON THE PARCEL MAP FILED IN BOOK 3 OF PARCEL MAPS AT PAGE 46, SOLANO COUNTY RECORDS.

EXCEPTION NO. 10 (CITY OF BENICIA CORPORATION YARD)

THE PARCEL OF LAND DESCRIBED IN THE DEED FROM SURPLUS PROPERTY AUTHORITY OF THE CITY OF BENICIA TO THE CITY OF BENICIA, DATED OCTOBER 15, 1970, RECORDED JANUARY 13, 1971 IN BOOK 1662 OF OFFICIAL RECORDS AT PAGE 441, INSTRUMENT NO. 580.

EXCEPTION NO. 11 (LAKE HERMAN PUMPING STATION SITE)

THE PARCEL OF LAND DESCRIBED AS PARCEL NO. 3 IN THE DEED FROM BENICIA INDUSTRIES, INC., ET AL, TO CITY OF BENICIA, DATED APRIL 7, 1971, RECORDED APRIL 13, 1971 IN BOOK 1679 OF OFFICIAL RECORDS, AT PAGE 268, INSTRUMENT NO. 7137.

EXCEPTION NO. 12 (CITY OF BENICIA WATER TREATMENT PLANT)

THE PARCEL OF LAND DESCRIBED AS AREA NO. 1 IN THE DEED FROM THE UNITED STATES OF AMERICA, TO CITY OF BENICIA, DATED FEBRUARY 26, 1965, RECORDED MARCH 1, 1965 IN BOOK 1324 OF OFFICIAL RECORDS AT PAGE 396, INSTRUMENT NO. 5441.

ORDER NO. 95764

## EXHIBIT "A"

EXCEPTION NO. 13 (B.M.C. PARCEL)

THE PARCEL OF LAND DESCRIBED IN THE DEED FROM THE SURPLUS PROPERTY AUTHORITY OF THE CITY OF BENICIA, ET AL, TO BENICIA PROPERTIES INVESTMENT COMPANY, DATED DECEMBER 1, 1972, RECORDED DECEMBER 1, 1972 IN BOOK 1792 OF OFFICIAL RECORDS AT PAGE 572, INSTRUMENT NO. 28130.

EXCEPTION NO. 14

ALL OF THE LANDS LYING WITHIN THE RIGHT OF WAY LINES OF FREEWAY X-SOL-74-BEN (INTERSTATE 680) AND FREEWAY X-SOL-74-C (LUTHER E. GIBSON FREEWAY), AS SHOWN ON THE RECORD OF SURVEY FILED AUGUST 26, 1964 IN BOOK 9 OF SURVEYS AT PAGE 11, SOLANO COUNTY RECORDS AND DESCRIBED IN THE DEED FROM THE UNITED STATES OF AMERICA TO SURPLUS PROPERTY AUTHORITY OF THE CITY OF BENICIA DATED FEBRUARY 26, 1965 AND RECORDED MARCH 1, 1965, IN BOOK 1324 OF OFFICIAL RECORDS, PAGE 413, INSTRUMENT NO. 5442, AND GRANTED IN THE DEED FROM THE UNITED STATES OF AMERICA TO DIVISION OF HIGHWAYS, DEPARTMENT OF PUBLIC WORKS, STATE OF CALIFORNIA, DATED FEBRUARY 26, 1965, RECORDED JULY 16, 1965 IN BOOK 1347 OF OFFICIAL RECORDS, PAGE 661, INSTRUMENT NO. 19398.

EXCEPTION NO. 15

ALL OF THE LANDS LYING WITHIN THE RIGHT OF WAY LINES OF FORMER STATE HIGHWAY NO. 21, NOW KNOWN AS EAST SECOND STREET, AS SHOWN ON THE RECORD OF SURVEY FILED AUGUST 26, 1964 IN BOOK 9 OF SURVEYS AT PAGE 11, SOLANO COUNTY RECORDS; AND AS SHOWN ON MAP OF STATE HIGHWAY X-SOL-74-C, APPROVED APRIL 6, 1941, RECORDED IN BOOK 1 OF STATE HIGHWAY MAPS AT PAGES 93 THROUGH 120, INCLUSIVE.

EXCEPTION NO. 16

ALL OF THE LANDS WITHIN THE 74.00 FOOT BY 56.00 FOOT PARCEL INDICATED AS "WELL SITE EASEMENT" SHOWN ON SHEET 4 OF 4 OF THE RECORD OF SURVEY FILED IN BOOK 9 OF SURVEYS AT PAGE 11, SOLANO COUNTY RECORDS.

EXCEPTION NO. 17 (AJCHEM PARCEL)

PARCEL 3C-1 AS SHOWN ON THAT CERTAIN PARCEL MAP, DIVISION OF PARCEL 3, PREPARED BY EDWARD B. SCHWAFEL, CE 6250 RECORDED APRIL 23, 1974 IN BOOK 8 OF PARCEL MAPS, PAGE 37.

ORDER NO. 95764

## EXHIBIT "A"

EXCEPTION NO. 18 (BROWNING FERRIS CORPORATION PARCEL)

PARCEL 30-2 AS SHOWN ON THAT CERTAIN PARCEL MAP, DIVISION OF PARCEL 3, PREPARED BY EDWARD B. SCHWAFEL, CE 6250 RECORDED APRIL 23, 1974 IN BOOK 8 OF PARCEL MAPS, PAGE 37.

EXCEPTION NO. 19 (NATIONAL EXPANSION JOINT COMPANY)

PARCEL A-1 AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF SOLANO COUNTY, STATE OF CALIFORNIA, ON FEBRUARY 24, 1975 IN BOOK 9 OF PARCEL MAPS, AT PAGE 37.

EXCEPTION NO. 20: EXCEPTING FROM THAT PORTION OF PARCEL ONE LYING WITHIN THE PARCEL OF LAND DESCRIBED AS AREA NO. 2 IN THE DEED HERINAFTER REFERRED TO, TO THE UNITED STATES OF AMERICA, AS PROVIDED IN THE DEED FROM THE UNITED STATES OF AMERICA TO CITY BENICIA, DATED FEBRUARY 26, 1965, RECORDED MARCH 1, 1965 IN BOOK 1324 OF OFFICIAL RECORDS AT PAGE 396, INSTRUMENT NO. 5441, THE ABSOLUTE RIGHT, AT ITS OR THEIR OPTION, TO BE EXERCISED AT ANY TIME DURING THE PERIOD OF TWENTY (20) YEARS FROM THE DATE OF SAID DEED (FEBRUARY 26, 1965) TO REVERT TO THE UNITED STATES OF AMERICA, ITS SUCCESSORS OR ASSIGNS, ALL RIGHT, TITLE AND INTEREST IN OR TO ANY AND ALL MINERALS, INCLUDING ALL OIL, GAS OR OTHER HYDROCARBON SUBSTANCES IN OR UNDER THE ABOVE-DESCRIBED PROPERTY, TOGETHER WITH THE RIGHT TO TAKE AND RECOVER POSSESSION OF SAID MINERALS AND TO ENTER UPON SAID PROPERTY FOR THE PURPOSE OF EXPLORING FOR, MINING, DRILLING FOR, EXTRACTING, PRODUCING, TRANSPORTING OR MARKETING THE SAME OR ANY THEREOF IN ANY MANNER NOT INCONSISTENT WITH THE PUBLIC HEALTH USE FOR WHICH SAID PROPERTY IS HEREBY CONVEYED; PROVIDED, THAT THE GRANTEE COVENANTS AND AGREES FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, WHICH COVENANTS SHALL ATTACH TO AND RUN WITH THE PROPERTY HEREBY CONVEYED. THAT UPON ANY EXERCISE OF THE ABOVE-MENTIONED RIGHT AND OPTION TO REVERT SAID MINERALS, OR ANY THEREOF, THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, AND EACH OF THEM, WILL EXECUTE AND DELIVER TO THE GRANTOR, ITS SUCCESSORS OR ASSIGNS, ANY AND ALL INSTRUMENTS DETERMINED BY IT OR THEM TO BE NECESSARY TO PERFECT OF RECORD, ACCORDING TO THE LAW OF THE PLACE WHERE THE SAME ARE SITUATE, ANY SUCH REVERTER TO THE GRANTOR, ITS SUCCESSORS AND ASSIGNS, OF SAID MINERALS, TOGETHER WITH THE RIGHT TO TAKE AND RECOVER POSSESSION THEREOF AND TO ENTER UPON SAID PROPERTY FOR THE PURPOSE OF EXPLORING FOR, MINING, DRILLING FOR, EXTRACTING, PRODUCING, TRANSPORTING OR MARKETING THE SAME IN ANY MANNER NOT INCONSISTENT WITH THE PUBLIC HEALTH USE FOR WHICH SAID PROPERTY IS

Page 4

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ORDER NO. 95764

## EXHIBIT "A"

HEREBY CONVEYED; PROVIDED FURTHER, THAT IN THE EVENT THE SAID GRANTOR, UNITED STATES OF AMERICA, ITS SUCCESSORS OR ASSIGNS, SHALL FAIL TO EXERCISE THE AFORESAID RIGHT AND OPTION TO REVERT TITLE TO SAID MINERALS WITHIN TWENTY (20) YEARS FROM THE DATE OF THIS DEED, THEN ALL RIGHTS EXCEPTED AND RESERVED TO THE UNITED STATES OF AMERICA, ITS SUCCESSORS OR ASSIGNS, UNDER THE PROVISIONS OF THIS PARAGRAPH ONLY, SHALL, AS OF THAT DATE, TERMINATE AND BE EXTINGUISHED.

PARCEL TWO:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF HILLCREST AVENUE AND THE WESTERLY BOUNDARY OF THE BENICIA ARSENAL, THE SAME BEING THE MOST NORTHEASTERLY CORNER OF THE FORMER FRANCESCA TERRACE AS SHOWN ON RECORD OF SURVEY FILED IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY ON AUGUST 28, 1963 IN BOOK 8 OF SURVEYS AT PAGE 50; THENCE NORTH 29° 25' 25" EAST 80 FEET MORE OR LESS TO THE SOUTHERLY LINE OF THE AREA DEEDED TO THE NATIONAL GUARD ARMORY BY QUIT CLAIM DEED #12777 RECORDED MAY 6, 1964; THENCE SOUTH 60° 31' 14" EAST 406.18 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 60° 31' 14" EAST 180.00 FEET; THENCE NORTH 6° 41' 59" WEST 260.97 FEET; THENCE SOUTH 36° 30' 05" WEST 212.24 FEET TO THE POINT OF BEGINNING.

PARCEL THREE:

THE 55.00 FOOT WIDE RESERVATION FOR ROAD, UTILITIES AND RAIL FACILITIES THAT LIES ADJACENT TO THE NORTHERLY LINE OF THE SOUTHERN PACIFIC COMPANY 100 FOOT WIDE RAILROAD RIGHT OF WAY, RESERVED IN THE DEED FROM THE SURPLUS PROPERTY AUTHORITY OF THE CITY OF BENICIA, ET AL, TO BENICIA PROPERTIES INVESTMENT COMPANY, DATED DECEMBER 1, 1972, RECORDED DECEMBER 1, 1972 IN BOOK 1792 OF OFFICIAL RECORDS AT PAGE 572, INSTRUMENT NO. 28130, AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT LIES NORTH 36° 53' 40" EAST, 32.36 FEET FROM THE MOST EASTERLY TERMINUS OF THE LINE HAVING A BEARING OF NORTH 88° 07' 23" WEST AND A LENGTH OF 82.11 FEET SHOWN ON SHEET 2 OF 4 SHEETS OF THE RECORD OF SURVEY FILED AUGUST 26, 1964, IN BOOK 9 OF SURVEYS AT PAGE 11 IN THE OFFICE OF THE SOLANO COUNTY RECORDER; THENCE NORTH 18° 04' 20" EAST, 58.75 FEET; THENCE NORTH 59° 44' 40" WEST, 3.16 FEET; THENCE SOUTH 82° 40' 42" WEST, 421.25 FEET; THENCE SOUTH 71° 55' 40" EAST, 101.27 FEET; THENCE NORTH 18° 04' 20" EAST, 6.86 FEET; THENCE NORTH 83° 30' 20" EAST, 167.50 FEET; THENCE SOUTH 71° 55' 40" EAST, 35.79 FEET; THENCE NORTH 82° 40' 42" EAST, 104.31 FEET TO THE POINT OF BEGINNING.

ORDER NO. 95764

## EXHIBIT "A"

PARCEL FOUR:

ALL OIL, GAS CASINGHEAD GAS AND OTHER HYDROCARBON AND MINERAL SUBSTANCES NOW OR HEREAFTER FOUND, SITUATED OR LOCATED IN OR ON ANY PART OR PORTION OF THE LANDS HEREINAFTER DESCRIBED LYING MORE THAN FIVE HUNDRED FEET (500') BELOW THE SURFACE THEREOF, TOGETHER WITH THE RIGHT TO SLANT DRILL FOR AND REMOVE ALL OR ANY OF SAID OIL, GAS, CASINGHEAD GAS OR OTHER HYDROCARBON AND MINERAL SUBSTANCES LYING BELOW A DEPTH OF MORE THAN FIVE HUNDRED FEET (500') BELOW THE SURFACE THEREOF BUT WITHOUT ANY RIGHT WHATSOEVER TO ENTER UPON THE SURFACE OF SAID LAND OR UPON ANY PART OF SAID LAND WITHIN FIVE HUNDRED FEET (500') VERTICAL DISTANCE BELOW THE SURFACE THEREOF, AS EXCEPTED IN THE DEED FROM BENICIA INDUSTRIES, INC., ET AL, TO BROWNING-FERRIS INDUSTRIES CHEMICAL SERVICES DIVISION, INC., DATED APRIL 26, 1974 RECORDED APRIL 30, 1974 AS INSTRUMENT NO. 11137, IMAGE 17646; SAID LAND ABOVE REFERRED TO BEING DESCRIBED AS FOLLOWS:

PARCEL 3-C-2, AS SHOWN ON THE PARCEL MAP ENTITLED: "PARCEL MAP DIVISION OF PARCEL 3-C, PLANNING AREA 3-BENICIA INDUSTRIAL PARK, BENICIA, CALIFORNIA", FILED IN BOOK 8 OF PARCEL MAPS, PG. 37, SOLANO COUNTY RECORDS.

PARCEL FIVE:

ALL OIL, GAS CASINGHEAD GAS AND OTHER HYDROCARBON AND MINERAL SUBSTANCES NOW OR HEREAFTER FOUND, SITUATED OR LOCATED IN OR ON ANY PART OR PORTION OF THE LANDS HEREINAFTER DESCRIBED LYING MORE THAN FIVE HUNDRED FEET (500') BELOW THE SURFACE THEREOF, TOGETHER WITH THE RIGHT TO SLANT DRILL FOR AND REMOVE ALL OR ANY OF SAID OIL, GAS, CASINGHEAD GAS OR OTHER HYDROCARBON AND MINERAL SUBSTANCES LYING BELOW A DEPTH OF MORE THAN FIVE HUNDRED FEET (500') BELOW THE SURFACE THEREOF BUT WITHOUT ANY RIGHT WHATSOEVER TO ENTER UPON THE SURFACE OF SAID LAND OR UPON ANY PART OF SAID LAND WITHIN FIVE HUNDRED FEET (500') VERTICAL DISTANCE BELOW THE SURFACE THEREOF, AS EXCEPTED IN THE DEED FROM BENICIA INDUSTRIES, INC., ET AL, TO AJCHEM, A CALIFORNIA CORPORATION, DATED MAY 21, 1974, RECORDED MAY 23, 1974 AS INSTRUMENT NO. 13496, IMAGE 21299; SAID LAND BEING DESCRIBED AS FOLLOWS:

PARCEL 3C-1, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN THE OFFICE OF THE SOLANO COUNTY RECORDER IN BOOK 8 OF PARCEL MAPS AT PAGE 37.

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## EXHIBIT "A"

PARCEL SIX:

ALL OIL, GAS CASINGHEAD GAS AND OTHER HYDROCARBON AND MINERAL SUBSTANCES NOW OR HEREAFTER FOUND, SITUATED OR LOCATED IN OR ON ANY PART OR PORTION OF THE LANDS HEREINAFTER DESCRIBED LYING MORE THAN FIVE HUNDRED FEET (500') BELOW THE SURFACE THEREOF, TOGETHER WITH THE RIGHT TO SLANT DRILL FOR AND REMOVE ALL OR ANY OF SAID OIL, GAS, CASINGHEAD GAS OR OTHER HYDROCARBON AND MINERAL SUBSTANCES LYING BELOW A DEPTH OF MORE THAN FIVE HUNDRED FEET (500') BELOW THE SURFACE THEREOF BUT WITHOUT ANY RIGHT WHATSOEVER TO ENTER UPON THE SURFACE OF SAID LAND OR UPON ANY PART OF SAID LAND WITHIN FIVE HUNDRED FEET (500') VERTICAL DISTANCE BELOW THE SURFACE THEREOF, AS EXCEPTED IN THE DEED FROM THE SURPLUS PROPERTY AUTHORITY OF THE CITY OF BENICIA, ET AL, TO NATIONAL EXPANSION JOINT COMPANY, DATED FEBRUARY 24, 1975, RECORDED FEBRUARY 24, 1975 AS INSTRUMENT NO. 4316, IMAGE 6933; SAID LAND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF PARCEL 2-1-D OF PARCEL MAP 2-1 RECORDED IN THE OFFICIAL RECORDS OF SOLANO COUNTY IN PARCEL MAP BOOK 7, PAGE 23; THENCE RUNNING ALONG THE SOUTHERLY LINE OF SAID PARCEL 2-1-D, SOUTH 51° 00' 00" WEST 209.47 FEET TO THE TRUE POINT OF BEGINNING; THENCE FROM THE TRUE POINT OF BEGINNING SOUTH 51° 00' 00" WEST, 193.11 FEET ALONG SAID SOUTHERLY LINE OF PARCEL 2-1-D; THENCE SOUTH 39° 00' 00" EAST 222.31 FEET; THENCE NORTH 51° 00' 00" EAST, 128.84 FEET TO A POINT AT THE EASTERLY LINE OF THE BOUNDARY OF BENICIA ARSENAL AS SHOWN ON THE RECORDS OF SURVEY IN BOOK 9 OF SURVEYS AT PAGE 11 IN THE OFFICIAL RECORDS OF SOLANO COUNTY; THENCE NORTH 23° 52' 34" WEST, 231.41 FEET ALONG SAID BOUNDARY LINE TO THE TRUE POINT OF BEGINNING.

PARCEL SEVEN:

THE PERPETUAL EASEMENT FOR RAILROAD, ROAD AND UTILITY PURPOSES, RESERVED IN THE DEED FROM THE SURPLUS PROPERTY AUTHORITY OF THE CITY OF BENICIA, ET AL, TO NATIONAL EXPANSION JOINT COMPANY, DATED FEBRUARY 24, 1975, RECORDED FEBRUARY 24, 1975 AS INSTRUMENT NO. 4316, IMAGE 6933, OVER, UNDER AND ALONG THE PARCEL OF LAND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF PARCEL 2-1-D OF PARCEL MAP 2-1 RECORDED IN THE OFFICIAL RECORDS OF SOLANO COUNTY IN PARCEL MAP BOOK 7, PAGE 23; RUNNING THENCE ALONG THE SOUTHERLY BOUNDARY OF PARCEL 2-1-D, SOUTH 51° 00' 00" WEST, 172.78 FEET TO THE TRUE POINT OF BEGINNING; CONTINUING ALONG THE SAME SOUTHERLY BOUNDARY LINE OF PARCEL 2-1-D, SOUTH 51° 00' 00" WEST, 230.00 FEET; THENCE LEAVING SAID SOUTHERLY BOUNDARY LINE, SOUTH 39° 00' 00" EAST, 49.94 FEET; THENCE NORTH 36° 32' 20" EAST, 159.84 FEET THROUGH A CURVE TO THE RIGHT WITH A CENTRAL ANGLE OF 15° 02' 04" AND A RADIUS OF 290.00 FEET TO THE TRUE POINT OF BEGINNING, TO THE EXTENT THAT SAID EASEMENT LIES WITHIN THE BOUNDARIES OF PARCEL 1, DESCRIBED IN SAID DEED TO NATIONAL EXPANSION JOINT COMPANY, RECORDED FEBRUARY 24, 1975, AS INSTRUMENT NO. 4316.

## EXHIBIT "A"

PARCEL EIGHT:

THE FOLLOWING DESCRIBED EASEMENTS LABELED "A" THROUGH "M" EXCEPTED AND RESERVED TO SURPLUS PROPERTY AUTHORITY OF THE CITY OF BENICIA IN THE DEED FROM THE UNITED STATES OF AMERICA, DATED FEBRUARY 26, 1965, RECORDED MARCH 1, 1965 IN BOOK 1324 OF OFFICIAL RECORDS, PAGE 413, INSTRUMENT NO. 5442, AS FOLLOWS:

EASEMENT A

AN EASEMENT FOR ROAD, ELECTRIC, SIGNAL-COMMUNICATION AND FIRE ALARM PURPOSES, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN COURSE NUMBERED 4 OF HEREINABOVE DESCRIBED PARCEL OF LAND, SAID POINT BEING SOUTH 83° 09' 35" EAST, 70.56 FEET FROM THE MOST WESTERLY END OF SAID COURSE NUMBERED 4; THENCE, SOUTH 35° 37' 45" EAST, 312.16 FEET TO A POINT IN THE ABOVE SAID COURSE NUMBERED 58; THENCE ALONG SAID COURSE 58, SOUTH 80° 53' 22" EAST, 68.26 FEET; THENCE, NORTH 35° 37' 45" WEST, 315.82 FEET TO SAID COURSE 4; THENCE ALONG LAST SAID COURSE, NORTH 83° 09' 35" WEST, 65.74 FEET TO THE POINT OF BEGINNING.

THE CENTERLINE OF THIS RESERVATION INTERSECTS THE CONSTRUCTION CENTERLINE OF THE PROPOSED STATE HIGHWAY, ROAD X-SOL-74-C, AT ENGINEERS STATION 394+75.14, DEPARTMENT OF PUBLIC WORKS SURVEY.

EASEMENT B

AN EASEMENT FOR UTILITY TUNNEL, ELECTRIC, WATER, AND DRAINAGE PURPOSES, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN COURSE NUMBERED 7 OF HEREINABOVE DESCRIBED PARCEL OF LAND, SAID POINT BEING NORTH 80° 48' 21" EAST, 130.04 FEET FROM THE MOST WESTERLY END OF SAID COURSE NUMBERED 7; THENCE, SOUTH 7° 48' EAST, 205.59 FEET TO A POINT IN THE ABOVE SAID COURSE NUMBERED 57; THENCE ALONG SAID COURSE 57, NORTH 82° 02' 20" EAST, 20.00 FEET; THENCE NORTH 7° 48' WEST, 206.04 FEET TO SAID COURSE 7; THENCE ALONG LAST SAID COURSE, SOUTH 80° 48' 21" WEST, 20.00 FEET TO THE POINT OF BEGINNING.

THE CENTERLINE OF THIS RESERVATION INTERSECTS THE LEFT CONSTRUCTION CENTERLINE OF PROPOSED STATE HIGHWAY, ROAD X-SOL-74-C, AT ENGINEERS STATION 407+90.00, DEPARTMENT OF PUBLIC WORKS SURVEY.

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## EXHIBIT "A"

EASEMENT C

AN EASEMENT FOR ROAD, ELECTRIC, SIGNAL COMMUNICATION, FIRE ALARM, GAS, WATER, AND SEWER PURPOSES, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN COURSE NUMBERED 7, OF HEREINABOVE DESCRIBED PARCEL OF LAND, SAID POINT BEING NORTH 80° 48' 21" EAST, 331.26 FEET FROM THE MOST WESTERLY END OF SAID COURSE NUMBERED 7; THENCE, SOUTH 36° 28' 20" EAST, 52.17 FEET; THENCE, SOUTH 7° 48' EAST, 54.23 FEET; THENCE, SOUTH 17° 03' 28" EAST, 71.79 FEET; THENCE, SOUTH 4° 18' 20" EAST, 48.09 FEET TO A POINT IN THE ABOVE SAID COURSE NUMBERED 56; THENCE ALONG SAID COURSE 56, SOUTH 78° 12' 42" EAST, 100.40 FEET; THENCE, NORTH 35° 21' 57" WEST, 85.26 FEET; THENCE, NORTH 22° 01' 57" WEST, 32.00 FEET; THENCE, NORTH 13° 57' 49" WEST, 68.75 FEET; THENCE, NORTH 7° 48' WEST, 32.00 FEET; THENCE, NORTH 21° 02' 53" EAST, 54.80 FEET TO SAID COURSE 7; THENCE, ALONG SAID LAST COURSE, SOUTH 80° 48' 21" WEST, 100.00 FEET TO THE POINT OF BEGINNING.

THE POINT OF BEGINNING LIES NORTH 7° 48' WEST, 75.05 FEET FROM ENGINEERS STATION 409+81.16, LEFT CONSTRUCTION CENTERLINE, DEPARTMENT OF PUBLIC WORKS SURVEY, STATE HIGHWAY ROAD X-SOL-74-C.

EASEMENT D

AN EASEMENT FOR ROAD, RAILROAD, ELECTRIC, WATER, SEWER, AND STORM DRAINAGE PURPOSES, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE ABOVE SAID COURSES NUMBERED 48 AND 49; THENCE ALONG SAID COURSE 49, SOUTH 32° 30' 37" EAST, 140.00 FEET; THENCE SOUTH 26° 31' 08" WEST, 233.20 FEET TO A POINT IN THE ABOVE SAID COURSE NUMBERED 51; THENCE ALONG SAID COURSE 51 NORTH 32° 30' 37" WEST, 190.00 FEET; THENCE NORTH 30° 35' 54" EAST, 78.49 FEET; THENCE NORTH 57° 29' 23" EAST, 60.00 FEET; THENCE NORTH 31° 15' 11" EAST, 78.04 FEET TO THE POINT OF BEGINNING.

THE POINT OF BEGINNING OF THIS RESERVATION LIES NORTH 57° 29' 23" EAST, 100.00 FEET FROM ENGINEERS STATION 80+50.00 CONSTRUCTION CENTERLINE, DEPARTMENT OF PUBLIC WORKS SURVEY, STATE HIGHWAY, ROAD X-SOL-75-A.

EXCEPTING THEREFROM ALL THAT PORTION THEREOF LYING OUTSIDE THE BOUNDS OF THAT CERTAIN 1996.981 MORE OR LESS, ACRE PARCEL OF LAND SHOWN ON THE RECORD OF SURVEY ENTITLED "SURVEY OF BENICIA ARSENAL, BENICIA, CALIFORNIA", RECORDED AUGUST 26, 1964 IN BOOK 9 OF SURVEYS AT PAGE 11, RECORDS OF SOLANO COUNTY, CALIFORNIA.

## EXHIBIT "A"

EASEMENT E

AN EASEMENT FOR UTILITY TUNNEL, SIGNAL COMMUNICATION, AND SEWER PURPOSES, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE ABOVE SAID COURSES NUMBERED 9 AND 10; THENCE SOUTH  $75^{\circ} 48' 54''$  EAST, 425.62 FEET; THENCE NORTH  $37^{\circ} 21' 14''$  EAST, 253.70 FEET; THENCE NORTH  $73^{\circ} 18' 03''$  EAST, 158.81 FEET; THENCE NORTH  $01^{\circ} 27' 30''$  EAST, 233.79 FEET; THENCE SOUTH  $88^{\circ} 32' 30''$  EAST, 30 FEET TO A POINT IN THE ABOVE SAID COURSE NUMBERED 44; THENCE ALONG SAID COURSE NUMBERED 44, SOUTH  $01^{\circ} 27' 30''$  WEST, 266.05 FEET; THENCE SOUTH  $73^{\circ} 18' 03''$  WEST, 164.28 FEET; THENCE SOUTH  $37^{\circ} 21' 14''$  WEST, 267.12 FEET; THENCE NORTH  $75^{\circ} 48' 54''$  WEST, 453.22 FEET TO A POINT IN SAID COURSE NUMBERED 9; THENCE ALONG SAID COURSE NUMBERED 9, NORTH  $15^{\circ} 55' 27''$  EAST, 40.02 FEET TO THE POINT OF BEGINNING.

THE CENTERLINE OF THE RESERVATION INTERSECTS RAMP "M" OF THE PROPOSED STATE HIGHWAY, ROAD X-SOL-74-C, AT ENGINEERS STATION 423+19.62, DEPARTMENT OF PUBLIC WORKS SURVEY.

EASEMENT F

AN EASEMENT FOR ROAD, RAILROAD, ELECTRIC, SIGNAL COMMUNICATION, FIRE ALARM, WATER, SEWER, AND STORM DRAINAGE PURPOSES, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE ABOVE SAID COURSES NUMBERED 26 AND 27; THENCE ALONG SAID COURSE 27, NORTH  $34^{\circ} 50' 25''$  EAST, 125.00 FEET; THENCE SOUTH  $33^{\circ} 42' 14''$  EAST, 148.44 FEET; THENCE SOUTH  $56^{\circ} 41' 15''$  EAST, 92.28 FEET TO A POINT IN THE ABOVE SAID COURSE NUMBERED 32; THENCE ALONG SAID COURSE 32 AND THE ABOVE SAID COURSES NUMBERED 33, 34 AND 35 TO THEIR INTERSECTION WITH ABOVE SAID COURSE NUMBERED 36; THENCE ALONG SAID COURSE 36, FROM A TANGENT THAT BEARS, SOUTH  $23^{\circ} 42' 23''$  WEST, ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2,009.91 FEET, WITH AN ARC LENGTH OF 100.00 FEET; THENCE NORTH  $48^{\circ} 02' 10''$  WEST, 222.02 FEET TO A POINT IN THE ABOVE SAID COURSE NUMBERED 24; THENCE ALONG SAID COURSE 24 AND THE ABOVE SAID COURSES NUMBERED 25 AND 26 TO THE POINT OF BEGINNING.

THE SOUTHWESTERLY AND THE NORTHEASTERLY LIMITS OF SAID RESERVATION INTERSECT THE CONSTRUCTION CENTERLINE OF THE PROPOSED STATE HIGHWAY, ROAD X-SOL-74-C, AT ENGINEER STATIONS 62+68.85 AND 78+42.00, RESPECTIVELY, DEPARTMENT OF PUBLIC WORKS SURVEY.

## EXHIBIT "A"

EASEMENT G

AN EASEMENT FOR DRAINAGE PURPOSES, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE ABOVE SAID COURSES NUMBERED 12 AND 13 OF THAT PARCEL OF LAND CONTAINING 104.715 ACRES; THENCE SOUTH  $86^{\circ} 22' 27''$  EAST, 391.32 FEET TO THE ABOVE SAID COURSE NUMBERED 44; THENCE ALONG SAID COURSE NUMBERED 44, SOUTH  $1^{\circ} 27' 30''$  WEST, 30 FEET; THENCE SOUTH  $75^{\circ} 11' 28''$  WEST, 202.35 FEET; THENCE NORTH  $67^{\circ} 44' 45''$  WEST, 225 FEET TO SAID COURSE NUMBERED 12; THENCE ALONG LAST SAID COURSE, NORTH  $53^{\circ} 33' 44''$  EAST, 25.49 FEET TO THE POINT OF BEGINNING.

EASEMENT H

AN EASEMENT FOR DRAINAGE PURPOSES DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON COURSE NO. 17 OF THE HEREINABOVE DESCRIBED PARCEL OF LAND, CONTAINING 104.715 ACRES, SAID POINT LYING NORTH  $10^{\circ} 11' 47''$  WEST, 119.09 FEET FROM THE SOUTHERLY END OF COURSE NO. 17; THENCE NORTH  $53^{\circ} 00'$  EAST, 260.10 FEET TO THE INTERSECTION WITH THE ABOVE DESCRIBED COURSE 41; THENCE ALONG SAID COURSE SOUTH  $19^{\circ} 44' 30''$  EAST; THENCE SOUTH  $53^{\circ} 00'$  WEST, 265.94 FEET TO THE INTERSECTION WITH SAID COURSE 17; THENCE NORTH  $10^{\circ} 11' 47''$  WEST, 33.61 FEET TO THE POINT OF BEGINNING.

EASEMENT I

AN EASEMENT FOR DRAINAGE PURPOSES DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN COURSE NO. 21 OF THE ABOVE DESCRIBED PARCEL OF LAND CONTAINING 104.715 ACRES, SAID POINT BEING NORTH  $24^{\circ} 49' 06''$  WEST, 98.54 FEET FROM THE SOUTHERLY END OF SAID COURSE 21; THENCE NORTH  $50^{\circ} 07' 04''$  EAST, 235.69 FEET TO COURSE NO. 39 OF SAID PARCEL THENCE ALONG SAID COURSE NO. 39 SOUTH  $19^{\circ} 41' 30''$  EAST 31.96 FEET; THENCE SOUTH  $50^{\circ} 07' 04''$  WEST, 232.73 FEET TO THE SAID COURSE 21; THENCE NORTH  $24^{\circ} 49' 06''$  WEST, 31.07 FEET TO THE SAID POINT OF BEGINNING.

EASEMENT J

AN EASEMENT FOR DRAINAGE PURPOSES DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN COURSE NO. 23 OF THE HEREINABOVE DESCRIBED PARCEL OF LAND CONTAINING 104.715 ACRES, SAID POINT BEING NORTH  $11^{\circ} 43' 13''$  EAST, 225.84 FEET TO THE POINT OF BEGINNING; THENCE SOUTH  $51^{\circ} 15'$  EAST, 190 FEET; THENCE NORTH  $16^{\circ} 01' 19''$  EAST, 299.55

## EXHIBIT "A"

FEET; THENCE SOUTH 48° 02' 10" EAST, 25 FEET TO THE INTERSECTION WITH COURSE 36; THENCE IN A SOUTHERLY DIRECTION ALONG SAID COURSE HAVING A RADIUS OF CURVE OF 2,009.91 FEET THROUGH AN ARC OF 336.79 FEET; THENCE NORTH 51° 15' WEST, 226 FEET TO AN INTERSECTION WITH COURSE 23; THENCE NORTH ALONG SAID COURSE, 11° 43' 13" EAST, 33.68 FEET TO THE POINT OF BEGINNING.

EASEMENT K

AN EASEMENT FOR DRAINAGE AND WATER LINE RIGHT-OF-WAY PURPOSES, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN COURSE NUMBERED 27 OF THE HEREINABOVE DESCRIBED 104.715 ACRE PARCEL OF LAND, SAID POINT BEING SOUTH 34° 50' 25" WEST, 170.07 FEET FROM THE INTERSECTION OF SAID COURSE NUMBERED 27 AND COURSE NUMBERED 28 OF SAID 104.715 ACRE PARCEL OF LAND; THENCE SOUTH 56° 41' 15" EAST, 209.52 FEET; THENCE NORTH 32° 10' EAST, 500.10 FEET; THENCE NORTH 56° 41' 15" WEST, 176.13 FEET TO SAID COURSE NUMBERED 28; THENCE ALONG SAID COURSE NUMBERED 28, NORTH 36° 34' 59" EAST, 30.05 FEET; THENCE SOUTH 56° 41' 15" EAST, 202.04 FEET TO COURSE NUMBERED 32 OF SAID 104.715 ACRE PARCEL OF LAND; THENCE ALONG SAID COURSE NUMBERED 32, SOUTH 33° 20' 30" WEST, 610.00 FEET; THENCE NORTH 56° 41' 15" WEST, 228.97 FEET TO SAID COURSE NUMBERED 27; THENCE ALONG SAID LAST COURSE, NORTH 34° 50' 25" EAST, 80.03 FEET TO THE POINT OF BEGINNING.

EASEMENT L

AN EASEMENT FOR DRAINAGE PURPOSES DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF COURSES NUMBERED 29 AND 30 OF THAT CERTAIN 104.715 ACRE PARCEL OF LAND HEREINABOVE DESCRIBED; THENCE ALONG SAID COURSE NUMBERED 30, NORTH 33° 57' 50" EAST, 74.28 FEET; THENCE SOUTH 40° 18' 15" EAST, 205.58 FEET TO COURSE NUMBERED 32 OF SAID 104.715 ACRE PARCEL OF LAND; THENCE ALONG SAID COURSE NUMBERED 32, SOUTH 33° 20' 30" WEST, 21.29 FEET; THENCE NORTH 40° 18' 15" WEST, 159.54 FEET; THENCE SOUTH 53° 52' 07" WEST, 42.72 FEET; THENCE SOUTH 33° 18' 45" WEST, 65.00 FEET; THENCE SOUTH 80° 48' 12" WEST, 37.00 FEET TO SAID COURSE NUMBERED 29; THENCE ALONG LAST SAID COURSE, NORTH 31° 45' 01" EAST, 100.04 FEET TO THE POINT OF BEGINNING.

ORDER NO. 95764

## EXHIBIT "A"

EASEMENT M

AN EASEMENT 30 FEET IN WIDTH FOR WATER LINE RIGHT-OF-WAY PURPOSES,  
THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT COMMON TO COURSES 52 AND 53 OF THE HEREINABOVE  
DESCRIBED 105.715 ACRE PARCEL OF LAND SAID COMMON POINT OF COURSES  
52 AND 53 BEING SOUTH 41° 35' 15" EAST, 280 FEET FROM THE SAID POINT  
OF BEGINNING; THENCE NORTH 60° EAST, 205 FEET; THENCE IN A SOUTH-  
EASTERLY DIRECTION 30 FEET FROM AND PARALLEL TO THE DEPARTMENT OF  
PUBLIC WORKS CONSTRUCTION LINE, STATE HIGHWAY ROAD X-SOL-75-A TO A  
POINT 300 YARDS SOUTHEASTERLY OF THE MEAN LOW WATER LINE ADJACENT  
TO BENICIA ARSENAL MILITARY RESERVATION, AND LYING WITHIN THAT CERTAIN  
200 FOOT WIDE STRIP OF LAND DELINEATED ON THOSE CERTAIN SOVEREIGN  
RIGHTS MAPS ACROSS THE CARQUINEZ STRAIT BETWEEN BENICIA AND MARTINEZ,  
RECORDED SEPTEMBER 11, 1957 IN BOOK 4 OF HIGHWAY MAPS, PAGE 59,  
SOLANO COUNTY RECORDS.

EXCEPTING THEREFROM ALL THAT PORTION THEREOF LYING OUTSIDE THE  
BOUNDS OF THAT CERTAIN 1996.981 MORE OR LESS, ACRE PARCEL OF  
LAND SHOWN ON THE RECORD OF SURVEY ENTITLED "SURVEY OF BENICIA  
ARSENAL, BENICIA, CALIFORNIA" RECORDED AUGUST 26, 1964 IN BOOK 9  
OF SURVEYS AT PAGE 11, RECORDS OF SOLANO COUNTY, CALIFORNIA.

## RESOLUTION NO. 129

A RESOLUTION AUTHORIZING C. CARSTEN JOHANSEN, PRESIDENT, AND BETTY M. PELLINEN, CLERK, TO EXECUTE ALL NECESSARY DOCUMENTS RELATING TO THE COMPLETION OF THE LAND EXCHANGE AGREEMENT

BE IT RESOLVED BY THE SURPLUS PROPERTY AUTHORITY OF THE CITY OF BENICIA that C. CARSTEN JOHANSEN, President, and BETTY M. PELLINEN, Clerk, be and they are hereby authorized to execute all necessary documents relating to the completion of the Land Exchange Agreement, including Deeds from the Surplus Property Authority and accepting Deeds to the Surplus Property Authority, attached hereto and made a part thereof.

On motion of Commissioner Lemos, seconded by Commissioner O'Blennis, the above resolution was introduced and passed by the Commission of the Surplus Property Authority of the City of Benicia at a special meeting of said Commission held on the 10th day of June, 1975 and adopted by the following vote:

Ayes: Commissioners Cody, Lemos, McKay, O'Blennis and Johansen

Noes: None

Absent: None

/s/ C. Carsten Johansen  
C. Carsten Johansen, President

Attest:

/s/ Betty M. Pellinen  
Betty M. Pellinen, Clerk

23816

I, Betty M. Pellinen, Clerk of the Surplus Property Authority of the City of Benicia, County of Solano, State of California, hereby certify that the foregoing Resolution No. 129 was introduced and passed by the Commission of the Surplus Property Authority of the City of Benicia at a special meeting of said Commission held on the 10th day of June, 1975 and adopted by the following vote:  
Ayes: Commissioners Cody, Lemos, McKay, O'Blennis and Johansen  
Nays: None  
Absent: None

WITNESS my hand and the seal of said Authority this 11th day of June, 1975.

  
Betty M. Pellinen, Clerk

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A0547622

# 168765  
CERTIFICATE OF AMENDMENT  
OF  
ARTICLES OF INCORPORATION

FILED *JU*  
In the office of the Secretary of State  
of the State of California

JUN 23 2000

*Bill Jones*  
BILL JONES, Secretary of State

The undersigned certify that:

1. They are the president and the secretary, respectively, of **Benicia Industries, Inc.**, a California corporation.
2. Article One of the Articles of Incorporation of this corporation is amended to read as follows:

The name of this Corporation shall be: **APS West Coast, Inc.**

3. The foregoing amendment of Articles of Incorporation has been duly approved by the board of directors.
4. The foregoing amendment of Articles of Incorporation has been duly approved by the required vote of shareholders in accordance with Section 902, California Corporations Code. The total number of outstanding shares of the corporation is 1,000,000. The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50%.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: 9 JUNE, 2000

*Douglas W Tipton*  
\_\_\_\_\_  
Douglas W Tipton, President

*Michael A Stacey*  
\_\_\_\_\_  
Michael A Stacey, Secretary



**State of California  
Secretary of State**

**S**

**E-P32956**

**FILED**

In the office of the Secretary of  
State of the State of California

**Nov - 1 2012**

This Space For Filing Use Only

**STATEMENT OF INFORMATION  
(Domestic Stock and Agricultural Cooperative Corporations)**

**FEES (Filing and Disclosure): \$25.00. If amendment, see instructions.**

**IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM**

**1. CORPORATE NAME**

**C0168765**  
**APS WEST COAST, INC.**

**Due Date:**

**Complete Addresses For the Following (Do not abbreviate the name of the city. Items 2 and 3 cannot be P.O. Boxes.)**

2. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE
10201 CENTURION PKWY N SUITE 401 JACKSONVILLE FL 32256			
3. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
1997 ELM ROAD BENICIA CA 94510			
4. MAILING ADDRESS OF THE CORPORATION, IF DIFFERENT THAN ITEM 2	CITY	STATE	ZIP CODE

**Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)**

5. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
STEVEN RAND	10201 CENTURION PKWY N SUITE 401 JACKSONVILLE, FL 32256			
6. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
LEO MCFADDEN	2000 CHESAPEAKE BALTIMORE, MD 21226			
7. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
JOHN CALLIHAN	10201 CENTURION PKWY N SUITE 401 JACKSONVILLE FL 32256			

**Names and Complete Addresses of All Directors, including Directors Who Are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)**

8. NAME	ADDRESS	CITY	STATE	ZIP CODE
WILLIAM REDMOND	10201 CENTURION PKWY N SUITE 401 JACKSONVILLE, FL 32256			
9. NAME	ADDRESS	CITY	STATE	ZIP CODE
DAVID GUTTERMAN	10201 CENTURION PKWY N SUITE 401 JACKSONVILLE, FL 32256			
10. NAME	ADDRESS	CITY	STATE	ZIP CODE
STEPHEN TAYLOR	10201 CENTURION PKWY N SUITE 401 JACKSONVILLE, FL 32256			

**11. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:**

**Agent for Service of Process (If the agent is an individual, the agent must reside in California and Item 13 must be completed with a California street address (a P.O.Box address is not acceptable). If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 13 must be left blank.)**

12. NAME OF AGENT FOR SERVICE OF PROCESS	CITY	STATE	ZIP CODE
C T CORPORATION SYSTEM			
13. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE

**Type of Business**

**14. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION**  
PROCESSING IMPORT/EXPORT AUTOS

**15. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.**

11/01/2012      KIMBERLY DYMOND      CONTROLLER  
DATE      TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM      TITLE      SIGNATURE

State of California  
Secretary of State



E-P32956

STATEMENT OF INFORMATION

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00. If amendment, see instructions.

IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

This Space For Filing Use Only

1. CORPORATE NAME (Please do not alter if name is preprinted.)

S

C0168765

APS WEST COAST, INC.

DIRECTORS LIST CONTINUED

NAMES AND COMPLETE ADDRESSES OF ALL DIRECTORS, INCLUDING DIRECTORS WHO ARE ALSO OFFICERS (The corporation must have at least one director. Attach additional pages, if necessary.)

NAME	ADDRESS	CITY AND STATE	ZIP CODE
DAVID WECHSLER	10201 CENTURION PKWY N , SUITE 401	JACKSONVILLE FL	32256



**State of California**  
**Secretary of State**

**S**

**Statement of Information**

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

**IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM**

**EU82676**

**FILED**

In the office of the Secretary of State  
of the State of California

**OCT-31 2013**

This Space for Filing Use Only

1. CORPORATE NAME

**APS WEST COAST, INC.**

2. CALIFORNIA CORPORATE NUMBER

C0168765

**No Change Statement** (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. **If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.**

If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.

**Complete Addresses for the Following** (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE CITY STATE ZIP CODE

5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY CITY STATE ZIP CODE

6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4 CITY STATE ZIP CODE

**Names and Complete Addresses of the Following Officers** (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/ ADDRESS CITY STATE ZIP CODE

8. SECRETARY ADDRESS CITY STATE ZIP CODE

9. CHIEF FINANCIAL OFFICER/ ADDRESS CITY STATE ZIP CODE

**Names and Complete Addresses of All Directors, Including Directors Who are Also Officers** (The corporation must have at least one director. Attach additional pages, if necessary.)

10. NAME ADDRESS CITY STATE ZIP CODE

11. NAME ADDRESS CITY STATE ZIP CODE

12. NAME ADDRESS CITY STATE ZIP CODE

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

**Agent for Service of Process** If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE

**Type of Business**

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

10/31/2013

KIMBERLY DYMOND

CONTROLLER

DATE

TYPE/PRINT NAME OF PERSON COMPLETING FORM

TITLE

SIGNATURE

SI-200 (REV 01/2013)

APPROVED BY SECRETARY OF STATE