

Recorded at the request of:
Contra Costa County Flood Control
and Water Conservation District

Return to:
Contra Costa County Flood Control
and Water Conservation District
Public Works Department
Attn: Real Estate Division/Angela Bell
255 Glacier Drive
Martinez, CA 94553

EXEMPT FROM RECORDING FEES PURSUANT TO GOV'T. CODE SECTION 27383 AND DOCUMENTARY TRANSFER TAX PURSUANT TO REVENUE
AND TAXATION CODE SECTION 11922.

**LICENSE AGREEMENT BETWEEN
CONTRA COSTA COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT AND
TESORO REFINING & MARKETING COMPANY LLC FOR THE
LOWER WALNUT CREEK RESTORATION PROJECT**

(Assessor's Parcel No.: 159-310-029)

Effective _____, 2020, ("Effective Date"), this License Agreement ("Agreement") is entered into by and between Tesoro Refining & Marketing Company LLC, a Delaware limited liability company, ("Tesoro") and the Contra Costa County Flood Control and Water Conservation District, a flood control district organized under the laws of the State of California, ("District"). Tesoro and the District are sometimes referred to herein together as the "Parties," and each as a "Party."

Recitals

- A. Tesoro owns that certain real property identified as Assessor's Parcel Number 159-310-029, located between Waterfront Road and the Lower Walnut Creek in Martinez, as further described in the legal description attached hereto and incorporated herein as Exhibit A (the "Premises").
- B. The District requires a license in the Premises to construct its Lower Walnut Creek Restoration Project ("Project") and to perform monitoring activities following completion of the Project. The Project improvements that will be constructed on the Premises are more particularly depicted in the Lower Walnut Creek Restoration plan prepared by ESA, which are incorporated herein by reference, and a copy of which will be provided to Tesoro upon request.
- C. Under this Agreement, Tesoro will grant the District a license in the Premises for construction of the Project and ongoing monitoring activities in recognition that the Project will have a benefit on surrounding properties owned by Tesoro.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Grant of License.** Tesoro hereby grants to the District, for use by the District, its officers, employees, contractors, subcontractors, agents, successors, and assigns (collectively "District Parties"), an irrevocable license in the Premises.
2. **Term.** The term of this Agreement, and the irrevocable license granted hereunder, begins on the Effective Date, and it expires December 31, 2032.
3. **Purposes of the Grant of License.** Under this Agreement, the District Parties, at their sole discretion, may occupy and use the Premises for all purposes related to (a) the construction of the Project, and (b) following the completion of Project construction, for all purposes related to performing environmental surveys, site surveys, inspections and observations, and for all purposes related to the implementation of the District's Lower Walnut Creek Restoration Monitoring and Adaptive Management Plan (MAMP) (collectively, "Ongoing Monitoring Activities").
4. **District's Obligations.**
 - a. Notice Prior to Entry. Prior to first entering the Premises to construct the Project, the District will notify Tesoro of the date of entry and the anticipated schedule for the Project-related construction work. Such notice will be made by phone to: Amber Larsen, at 925-370-3279. The District is not responsible for any missed messages or notices, or the inability to leave a voicemail. Tesoro may change its representative for receiving notice by mailing written notice to the District's address first written above.
 - b. Completion of Project Construction. Following the completion of Project-related construction, the District will leave the Premises in a clean condition and free of litter and debris. The foregoing does not preclude the District from maintaining gauges, survey markers, survey equipment, or other similar items on the Premises in connection with Ongoing Monitoring Activities. The District also shall record a notice of completion ("NOC") following the completion of Project construction.
 - c. Indemnification. To the extent permissible by law, the District shall indemnify, defend, and hold harmless Tesoro, its general and limited partners, and their employees, contractors, and agents ("Tesoro Indemnitees") from any claims, liabilities, damages, losses, costs, expenses, and environmental damage and associated remediation costs (collectively, "Liabilities") to the extent that the Liabilities arise from any District Party's negligence or willful misconduct while (i) performing any Project-related construction activities on the Premises, or (ii) performing any Ongoing Monitoring Activities on the Premises. If the District fails to satisfy its obligations under this section within a reasonable time after Tesoro provides the District written notice of the Liabilities, the District shall be responsible for any costs and attorney's fees incurred by Tesoro to compel the District to satisfy its obligations hereunder. Notwithstanding anything to the contrary, the District shall not be required to indemnify, defend, or hold harmless any Tesoro Indemnitees from any Liabilities to the extent that the Liabilities arise from the negligence or willful misconduct of any Tesoro Indemnitees.

- d. Applicable Regulatory Requirements. The District shall ensure that the Project is constructed and completed in accordance with all applicable state and federal laws, regulations, permits, approvals, and storm water quality Best Management Practices (BMPs) required by state and federal agencies.
- e. Insurance. The District shall require its contractors performing any Project-related construction activities to maintain the following policies of insurance and to name Tesoro as an additional insured under each policy:
 - i. General liability insurance with a policy limit not less than \$1,000,000 for all claims in the aggregate.
 - ii. Workers' compensation insurance with a policy limit that meets the minimum requirements of state law,
 - iii. Automobile insurance with a policy limit not less than \$500,000 for all claims in the aggregate.
- f. Ongoing Monitoring Activities. Following the recording of the NOC, the District Parties, at their discretion, may enter and occupy the Premises for all purposes related to Ongoing Monitoring Activities through the expiration of this Agreement. The District will provide Tesoro a copy of any final survey or study prepared in connection with any Ongoing Monitoring Activities.

5. Tesoro's Obligations. Effective upon the District's recording of the NOC, Tesoro (or successor interest, upon transfer) shall be solely responsible, at its sole cost, for maintaining the Project improvements on the Premises; and Tesoro, on behalf of itself, the Tesoro Indemnitees, and Tesoro's successors and assigns, including any and all successor owners of the Premises, hereby waives and releases the District from any and all Liabilities that arise from or are connected with the maintenance, operation, repair, modification, alteration, or removal of the Project improvements. Tesoro, on behalf of itself, the Tesoro Indemnitees, and Tesoro's successors and assigns, including any and all successor owners of the Premises, knowingly waives its right to make any claim against the District for any Liabilities discussed in this section, and, as to those Liabilities, Tesoro expressly waives all rights provided by section 1542 of the California Civil Code, which provides as follows:

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

The obligations in this Section 5 shall survive the expiration of this Agreement.

- 6. **No Interference.** Tesoro shall not grant any subsequent licenses, easements, permits, or other rights to any third-party that would substantially interfere with the District's ability to construct the Project or perform Ongoing Monitoring Activities under this Agreement. Tesoro intends to grant a conservation easement to John Muir Land Trust, which does not interfere with the terms of this license.
- 7. **Binding on Successors and Assigns.** This Agreement is binding on and inures to the benefit of the successors and assigns of the Parties hereto, and it shall be binding on successor owners of the Premises. If title to the Premises, or any portion thereof, is conveyed to a third party, the successor owner shall take title to the Premises subject to the terms of this Agreement. The successor owner of the Premises and the District may, but are not required to, mutually agree to replace this Agreement with a

license or easement with mutually-agreeable terms to enable the District to construct the Project and perform Ongoing Monitoring Activities through December 31, 2032.

8. **Amendments.** This Agreement may not be modified or amended except by a writing executed by both Parties.
9. **Entire Agreement.** This Agreement contains the entire understanding of the Parties relating to the subject of this Agreement. The Recitals are true and are incorporated in and a part of this Agreement.
10. **Governing Law.** This Agreement shall be governed by the laws of the State of California.
11. **Waiver.** A waiver or breach of any covenant or provision in this Agreement will not be deemed a waiver of any other covenant or provision in this Agreement, and no waiver will be valid unless in writing and executed by the waiving Party.
12. **Severability.** If any term or provision of this Agreement is, to any extent, held invalid or unenforceable by a court of competent jurisdiction, this Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect.
13. **Recording.** The Parties agree that, following the full execution of this Agreement, the Agreement shall be submitted for recording in the Official Records of the Contra Costa County Clerk-Recorder, and the District shall pay any fees charged for the recording of this Agreement. Additionally, Tesoro shall provide a copy of this Agreement to any third party that intends to purchase, or otherwise acquire title to, the Premises.

[Remainder of page left blank. Signatures on next page.]

WHEREFORE, the Parties have executed this Agreement as of the Effective Date.

**CONTRA COSTA COUNTY
FLOOD CONTROL AND WATER
CONSERVATION DISTRICT**

**TESORO REFINING & MARKETING
COMPANY LLC**

By: _____
Brian M. Balbas
Chief Engineer/Designee

By: _____

By: _____

Recommended for approval:

By: _____
Angela Bell
Senior Real Property Agent

ATTACH NOTARY ACKNOWLEDGMENT

By: _____
Jessica L. Dillingham
Principal Real Property Agent

Exhibits:

Exhibit A – Legal Description of the Premises

EXHIBIT A

Description: The land referred to herein is situated in the State of California, County of CONTRA COSTA, IN AN UNINCORPORATED AREA, and is described as follows:

PARCEL ONE:

ALL THAT CERTAIN REAL PROPERTY BEING A PORTION OF TIDELAND LOCATION 207, SITUATE IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AND FURTHER DESCRIBED AS PARCELS "A" AND "B" AS SET FORTH IN THAT BOUNDARY LINE AGREEMENT, QUITCLAIM DEED, PARTIAL RECONVEYANCE, CONSENT/SUBORDINATION, GRANT OF EASEMENT AND SETTLEMENT OF CLAIMS BETWEEN THE STATE OF CALIFORNIA, ACTING BY AND THROUGH THE STATE LANDS COMMISSION, MARITIME BUSINESS PARK, A CALIFORNIA GENERAL PARTNERSHIP, TIDEWATER SAND AND GRAVEL, INC., A CALIFORNIA CORPORATION AND FOR CERTAIN LIMITED PURPOSES, CROWLEY MARINE SERVICES, INC., A DELAWARE CORPORATION, AS SUCCESSOR BY MERGER TO HARBOR TUG AND BARGE COMPANY, A CALIFORNIA CORPORATION BY DOCUMENTS RECORDED ON MARCH 14, 1996, SERIES NO. 96-46532 AND 96-46533, CONTRA COSTA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE 1 INCH IRON PIPE IN THE EAST LINE OF THE 100 FOOT STRIP OF LAND CONVEYED BY UNITED TOWING COMPANY TO SOUTHERN TERMINALS, INC., BY DEED RECORDED OCTOBER 15, 1973 IN BOOK 7096 OF SAID OFFICIAL RECORDS AT PAGE 263, BEARS NORTH 62° 29' 51" EAST, 2118.98 FEET FROM THE NORTH EAST CORNER OF THAT PARCEL DESCRIBED IN THAT DEED BETWEEN C. A. HOOPER AND GEORGE CALEGARI BY DEED RECORDED MAY 1, 1940 IN BOOK 545 OF OFFICIAL RECORDS OF CONTRA COSTA COUNTY AT PAGE 261, MARKED BY A 1 AND ½ INCH IRON PIPE SHOWN ON LICENSED LAND SURVEYOR MAP FILED IN BOOK 11 AT PAGE 25 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTH 00° 59' 11" EAST, ALONG SAID EAST LINE 1884.22 FEET TO A 1" IRON PIPE THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID LINE NORTH 00° 59' 11" EAST, 753.41 FEET TO A STATE LANDS COMMISSION 2" CAP ON A IRON ROD INSIDE A 3" GALVANIZED PIPE AT THE TOE OF THE EXISTING LEVEE (MAY 1995); THENCE NORTH 72° 06' 00" EAST, 493.69 FEET; THENCE SOUTH 11° 53' 15" EAST, 667.70 FEET; THENCE NORTH 72° 06' 08" EAST, 215.51 FEET; THENCE SOUTH 30° 15' 55" EAST, 50.00 FEET; SOUTH 72° 06' 08" WEST, 893.85 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

ALL THAT CERTAIN REAL PROPERTY BEING A PORTION OF TIDELAND LOCATION 207, SITUATE IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AND FURTHER DESCRIBED AS PARCELS "A" AND "B" AS SET FORTH IN THAT BOUNDARY LINE AGREEMENT, QUITCLAIM DEED, PARTIAL RECONVEYANCE, CONSENT/SUBORDINATION, GRANT OF EASEMENT AND SETTLEMENT OF CLAIMS BETWEEN THE STATE OF CALIFORNIA, ACTING BY AND THROUGH THE STATE LANDS COMMISSION, MARITIME BUSINESS PARK, A CALIFORNIA GENERAL PARTNERSHIP,

TIDEWATER SAND AND GRAVEL, INC., A CALIFORNIA CORPORATION AND FOR CERTAIN LIMITED PURPOSES, CROWLEY MARINE SERVICES, INC., A DELAWARE CORPORATION, AS SUCCESSOR BY MERGER TO HARBOR TUG AND BARGE COMPANY, A CALIFORNIA CORPORATION BY DOCUMENTS RECORDED ON MARCH 14, 1996, SERIES NO. 96-46532 AND 96-46533, CONTRA COSTA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE 1 INCH IRON PIPE IN THE EAST LINE OF THE 100 FOOT WIDE STRIP OF LAND CONVEYED BY UNITED TOWING COMPANY TO SOUTHERN TERMINALS, INC., BY DEED RECORDED OCTOBER 15, 1973 IN BOOK 7096 OF OFFICIAL RECORDS, AT PAGE 263, BEARS NORTH 62° 29' 51" EAST, 2118.98 FEET FROM THE NORTH EAST CORNER OF THAT PARCEL OF LAND DESCRIBED IN THAT DEED BETWEEN C. A. HOOPER AND GEORGE CALEGARI BY DEED RECORDED MAY 1, 1940 IN BOOK 545 OF OFFICIAL RECORDS OF CONTRA COSTA COUNTY AT PAGE 261, MARKED BY A 1 AND ½ INCH IRON PIPE SHOWN ON LICENSED LAND SURVEYOR MAP FILED IN BOOK 11 AT PAGE 25 OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTH 00° 59' 11" EAST ALONG SAID EAST LINE 1884.22 FEET TO A 1" IRON PIPE; THENCE CONTINUING ALONG SAID LINE NORTH 00° 59' 11" EAST, 753.41 FEET TO A STATE LANDS COMMISSION 2" CAP ON A IRON ROD INSIDE A 3" GALVANIZED PIPE AT THE TOE OF THE EXISTING LEVEE (MAY 1995); THENCE NORTH 72° 06' 00" EAST, NORTH 493.69 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 72° 06' 00" EAST, TO A STATE LANDS COMMISSION 2" CAP ON A IRON ROD INSIDE A 3" GALVANIZED PIPE AT THE TOE OF THE EXISTING LEVEE (MAY 1995) 438.07 FEET; THENCE SOUTH 67° 02' 23" EAST TO A STATE LANDS COMMISSION 2" CAP ON A IRON ROD 78.56 FEET; THENCE SOUTH 26° 31' 39" EAST TO A STATE LANDS COMMISSION 2" CAP ON A IRON ROD 229.79 FEET; THENCE SOUTH 22° 41' 59" EAST TO A STATE LANDS COMMISSION 2" CAP ON A IRON ROD 164.56 FEET; THENCE 272.35 ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, THE CENTER OF SAID CURVE BEARS NORTH 66° 30' 26" EAST, 5756.67 FEET, THROUGH AN ANGLE OF 2° 42' 38" TO A STATE LANDS COMMISSION 2" CAP ON A IRON ROD; THENCE SOUTH 72° 06' 08" WEST, 422.39 FEET; THENCE NORTH 30° 15' 55" WEST, 50.00 FEET; SOUTH 72° 06' 08" WEST, 215.51 FEET; THENCE NORTH 11° 53' 15" WEST, 667.70 FEET TO THE POINT OF BEGINNING.

PARCEL THREE:

A 50 FOOT WIDE EASEMENT FOR INGRESS, EGRESS AND UNDERGROUND PUBLIC UTILITIES, APPURTENANT TO PARCELS ONE AND TWO ABOVE, OVER THOSE PORTIONS OF PARCELS "C" AND "D", AS DESCRIBED IN THAT BOUNDARY LINE AGREEMENT, QUITCLAIM DEED, PARTIAL RECONVEYANCE, CONSENT/SUBORDINATION, GRANT OF EASEMENT AND SETTLEMENT OF CLAIMS BETWEEN THE STATE OF CALIFORNIA, ACTING BY AND THROUGH THE STATE LANDS COMMISSION, MARITIME BUSINESS PARK, A CALIFORNIA GENERAL PARTNERSHIP, TIDEWATER SAND AND GRAVEL, INC., A CALIFORNIA CORPORATION AND FOR CERTAIN LIMITED PURPOSES, CROWLEY MARINE SERVICES, INC., A DELAWARE CORPORATION, AS SUCCESSOR BY MERGER TO HARBOR TUG AND BARGE COMPANY, A CALIFORNIA CORPORATION BY DOCUMENTS RECORDED ON MARCH 14, 1996, SERIES NO. 96-46532 AND 96-46533, CONTRA COSTA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH EAST CORNER OF THAT PARCEL DESCRIBED IN THE DEED BETWEEN C. A. HOOPER AND GEORGE CALEGARI BY DEED RECORDED MAY 1, 1940 IN BOOK 545 OFFICIAL RECORDS OF CONTRA COSTA COUNTY AT PAGE 261, MARKED BY A 1 AND ½ INCH IRON PIPE SHOWN ON LICENSED LAND SURVEYOR MAP FILED IN BOOK 11 AT PAGE 25 OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTH 18° 40' 30" EAST ALONG THE EASTERLY BOUNDARY OF SAID PARCEL 954.21 FEET MORE OR LESS TO THE NORTHERLY LINE OF WATERFRONT ROAD, 200 FEET WIDE AS DESCRIBED IN THAT DEED BETWEEN C. A. HOOPER AND THE COUNTY OF CONTRA COSTA BY DEED RECORDED JUNE 18, 1913 IN BOOK 205 OF DEEDS AT PAGE 141 RECORDS OF SAID COUNTY; THENCE NORTH 71° 19' 30" EAST, 915.86 FEET TO THE TRUE POINT OF BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF THE CENTRAL CONTRA COSTA SANITARY DISTRICT 30 FOOT RIGHT OF WAY WITH THE AFOREMENTIONED NORTHERLY LINE OF WATERFRONT ROAD, 200 FEET WIDE, SAID WESTERLY LINE BEING 15 FEET DISTANCE FROM AND PERPENDICULAR TO THE CENTERLINE OF THE EXISTING DISCHARGE PIPELINE, 4333.85 FEET TO THE SOUTHERLY LINE OF THE PARCEL A AS DESCRIBED IN THIS BOUNDARY LINE AGREEMENT TO SETTLE CLAIMS TO THE STATE OF CALIFORNIA AND MARITIME BUSINESS PARK, A CALIFORNIA GENERAL PARTNERSHIP AND TIDEWATER SAND AND GRAVEL, A CALIFORNIA CORPORATION; THENCE SOUTH 72° 06' 08" WEST ALONG THE SOUTHERLY LINE OF SAID PARCEL 1, 51.19 FEET; THENCE SOUTH 30° 15' 55" EAST ON A LINE 50 FEET DISTANT FROM AND PARALLEL TO THE EASTERLY RIGHT OF WAY OF THE EXISTING DISCHARGE PIPELINE TO THE NORTHERLY LINE OF WATERFRONT ROAD 4334.56 FEET; THENCE NORTH 71° 19' 30" EAST, 51.04 FEET TO THE POINT OF BEGINNING.

PARCEL FOUR:

A 50 FOOT WIDE EASEMENT FOR INGRESS, EGRESS AND UNDERGROUND PUBLIC UTILITIES, APPURTENANT TO PARCELS ONE AND TWO ABOVE, OVER THOSE PORTIONS OF PARCELS "C" AND "D", AS DESCRIBED IN THAT BOUNDARY LINE AGREEMENT, QUITCLAIM DEED, PARTIAL RECONVEYANCE, CONSENT/SUBORDINATION, GRANT OF EASEMENT AND SETTLEMENT OF CLAIMS BETWEEN THE STATE OF CALIFORNIA, ACTING BY AND THROUGH THE STATE LANDS COMMISSION, MARITIME BUSINESS PARK, A CALIFORNIA GENERAL PARTNERSHIP, TIDEWATER SAND AND GRAVEL, INC., A CALIFORNIA CORPORATION AND FOR CERTAIN LIMITED PURPOSES, CROWLEY MARINE SERVICES, INC., A DELAWARE CORPORATION, AS SUCCESSOR BY MERGER TO HARBOR TUG AND BARGE COMPANY, A CALIFORNIA CORPORATION BY DOCUMENTS RECORDED ON MARCH 14, 1996, SERIES NO. 96-46532 AND 96-46533, CONTRA COSTA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN THAT DEED BETWEEN C. A. HOOPER AND GEORGE CALEGRAI BY DEED RECORDED MAY 1, 1940, IN BOOK 545 OF OFFICIAL RECORDS OF CONTRA COSTA COUNTY AT PAGE 261, MARKED BY A 1 AND ½ INCH IRON PIPE SHOWN AS LICENSED LAND SURVEYOR MAP FILED IN BOOK 11 AT PAGE 25 OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTH 18° 40' 30" EAST ALONG THE EASTERLY BOUNDARY OF SAID PARCEL 954.21 FEET MORE OR LESS TO THE NORTHERLY LINE OF WATERFRONT ROAD, 200 FEET WIDE AS DESCRIBED IN THAT DEED BETWEEN C. A. HOOPER AND

THE COUNTY OF CONTRA COSTA BY DEED RECORDED JUNE 18, 1913 IN BOOK 205 OF DEEDS AT PAGE 141 OF SAID COUNTY; THENCE NORTH 71° 19' 30" EAST, 946.48 FEET TO THE TRUE POINT OF BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF THE CENTRAL CONTRA COSTA SANITARY DISTRICT 30 FOOT RIGHT OF WAY WITH THE AFOREMENTIONED NORTHERLY LINE OF WATERFRONT ROAD, 200 FEET WIDE, SAID EASTERLY LINE BEING 15 FEET DISTANT FROM AND PERPENDICULAR TO THE CENTERLINE OF THE EXISTING DISCHARGE PIPELINE; THENCE NORTH 30° 15' 55" WEST PARALLEL WITH AND 15 FEET PERPENDICULAR TO THE CENTERLINE OF THE EXISTING DISCHARGE PIPELINE, 4333.43 FEET TO THE SOUTHERLY LINE OF PARCEL B AS DESCRIBED IN THIS BOUNDARY LINE AGREEMENT TO SETTLE CLAIMS BETWEEN THE STATE OF CALIFORNIA AND MARITIME BUSINESS PARK, A CALIFORNIA GENERAL PARTNERSHIP AND TIDEWATER SAND AND GRAVEL, A CALIFORNIA CORPORATION; THENCE NORTH 72° 06' 08" EAST ALONG THE SOUTHERLY LINE OF SAID PARCEL B 51.19 FEET; THENCE SOUTH 30° 15' 55" EAST ON A LINE 50 FEET DISTANCE FROM AND PARALLEL TO THE EASTERLY RIGHT OF WAY OF THE EXISTING DISCHARGE PIPELINE TO THE NORTHERLY LINE OF WATERFRONT ROAD 4334.56 FEET; THENCE NORTH 71° 19' 30" EAST, 51.04 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NO.: 159-310-029