



**REPORT TO THE
REDEVELOPMENT AGENCY
of the City of Sacramento**

915 I Street, Sacramento, CA 95814-2671
www.CityofSacramento.org

Consent
October 10, 2006

Honorable Chair and Members of the Board

Title: Approval of a Deed Restriction in the Docks Area

Location/Council District: 1920 Front Street is located in the Docks Area. The Docks Area is located along the eastern bank of the Sacramento River, north of the Marina/Miller Park, west of Interstate 5 and south of Capitol Mall. (Council District 4).

Recommendation: Adopt a **Resolution** approving the proposed deed restriction for 1920 Front Street.

Contact: Laura Sainz, Senior Economic Development Project Manager, 808-2677;
Leslie Fritzsche, Downtown Development Manager, 808-5450

Presenters: N/A

Department: Economic Development

Division: Downtown Development Group

Organization No: 4451

Description/Analysis

Issue: In 2001, the Sacramento Housing and Redevelopment Agency (Agency) entered into a settlement agreement with Pacific Gas and Electric for the clean up of contaminated properties in the Docks Area, which included an Agency owned site located at 1920 Front Street. One of the results of the settlement was to address the enforcement order issued in 1993 by the State Department of Toxic Substance Control (DTSC) against the Agency to remediate the contamination at the 1920 Front Street site. The soil contamination on this property has been remediated and now DTSC wants a deed restriction recorded against the Agency's property to insure that the existing groundwater monitoring wells on site are not disturbed. These wells are being used by PG&E as part of the monitoring of their groundwater remediation system, which is located on their adjacent property. The approval of this deed restriction will close out the enforcement order with DTSC, which must occur before the Agency could transfer the property for development. This action is a major step toward the redevelopment of the Docks Area.

Policy Considerations:

City of Sacramento – The recommended actions are consistent with prior City Council direction related to the implementation of the 2003 Sacramento Riverfront Master Plan and the 2005 Docks Area Community Planning Process.

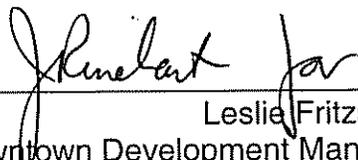
The Redevelopment Agency of the City of Sacramento – The recommended actions are consistent with the Amended Merged Downtown Redevelopment Plan, and the 2005-2009 Merged Downtown Redevelopment Plan. Redevelopment of the Docks Area will eliminate blight by 1) eliminating environmental deficiencies in the Merged Project Area, including mixed uses, small and irregular lots, obsolete, aged and deteriorated buildings, inadequate public improvements, and uneconomic land uses; and 2) strengthening retail and other commercial functions in the downtown area by the installation of needed site improvements either inside or outside the Merged Project Area to stimulate new commercial expansion, employment and economic growth.

Environmental Considerations: The proposed action is exempt from environmental review pursuant to the CEQA Guidelines Section 15378(a), since it does not involve any physical change to the environment.

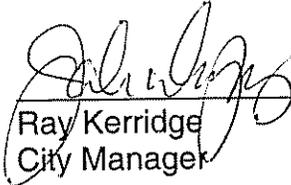
Rationale for Recommendation: The Agency is under an enforcement order to record a deed restriction against the 1920 Front Street property. This deed restriction has been developed following lengthy negotiations with DTSC. The deed restriction requires that we not interfere with existing monitoring wells on site. However, it also does not restrict any particular land use on the site. The deed restriction allows the Agency to comply with the existing enforcement order, but also continue to design our land use plans for the Docks Area with maximum flexibility. The land use design can easily plan around any of the monitoring wells on site.

Financial Considerations: The Agency will remain responsible for DTSC's monitoring and enforcement costs related to the monitoring wells on the property; however it is not anticipated that DTSC will have to incur such costs. Since DTSC has not restricted the land use of the property, the conclusion of the enforcement order with this deed restriction eliminates any unknown risk related to the highest and best use of the site.

M/WBE Considerations: Not Applicable.

Respectfully Submitted by:  _____
Leslie Fritzsche
Downtown Development Manager
on behalf of the Redevelopment Agency
of the City of Sacramento

Recommendation Approved:



Ray Kerridge
City Manager

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Attachment 1**Background
Docks Area Redevelopment Project**

In July 2003, the City Council accepted the Sacramento Riverfront Master Plan (Master Plan) following a great community process supported by both the cities of Sacramento and West Sacramento. The Master Plan identified two opportunity sites targeted for redevelopment on the City of Sacramento riverfront. One of those opportunity sites, the Docks Area, is located north of the Marina/Miller Park, west of Interstate 5, south of Capitol Mall and east of the Sacramento River. The Master Plan includes a design for a continuous riverfront promenade/parkway along the urbanized areas of the Sacramento River.

In 2005, the City engaged in an extensive community planning process to further define the redevelopment concepts for the Docks Area. The Docks Area community planning process resulted in a number of concept plans, all of which included a riverfront parkway/promenade. In addition, a number of guiding principles were established for the redevelopment of the Docks Area, including:

1. Access to the riverfront;
2. Linkages to adjacent neighborhoods;
3. Pedestrian orientation; and
4. An animated riverfront.

In October 2005, the Agency issued a Request for Qualifications (RFQ) to determine developer interest in the Docks Area. Following an extensive review of received submittals and a community workshop and interviews, a development team was selected by the evaluation committee. On January 5, 2006, an Exclusive Right to Negotiate was approved between the Agency and KSWM Docks Partners, LLC for the development of properties north of the Pioneer Bridge in the northern section of the Docks Area.

In April 2006, SACOG awarded the City a \$1.239 million grant for the design and construction of the Docks Area Riverfront Promenade. The next step is for the City to enter into a Memorandum of Understanding for the grant and provide the required local matching funds. It is anticipated the local matching funds of \$161,000 will come from the Merged Downtown Redevelopment Project Area funds.

On May 4, 2006, an update on the predevelopment activities related to the Docks project was presented and included the following issues:

Property Acquisition - Staff has been negotiating with two property owners, including the State of California and the Pacific Gas and Electric Company (PG&E). The City is entering into a Memorandum of Understanding (MOU) with the State of California

Department of Parks and Recreation in an effort to acquire and/or secure easements on State-owned parcels. In addition, all of the remaining properties in the Docks Area, including the properties south of Pioneer Bridge needed for the riverfront promenade, are being appraised. Following completion of the appraisals, staff will initiate negotiations with PG&E and the property owners south of Pioneer Bridge.

State Lands Commission Boundary Line Agreement (BLA) - Staff has met with the State Lands Commission to move forward with a BLA that will formally define the Commission's interest in the Docks Area, thereby clearing title on the developable parcels.

Pioneer Reservoir - The City owns and operates the Pioneer Reservoir as part of the downtown combined sewer-storm drain system. The Reservoir is in need of significant structural improvements. Staff is in the process of evaluating options to either repair the existing facility or build a new facility that would provide enhanced design and land use options. The existing facility and surrounding area is approximately seven acres, which is a substantial portion of the 21 developable acres north of Pioneer Bridge.

The Riverfront Promenade - Staff and the development team reviewed the feasibility of starting the promenade design and development as a separate process in an effort to maintain momentum in the area as well as to begin to define the critical public and open space in the project.

Department of Toxic Substances Control (DTSC) - Staff has been meeting with the DTSC to review existing deed restrictions and remediation options in the Docks Area. This include the negotiation of a deed restriction for the Agency's property at 1920 Front Street.

Developer Activity

Market Assessment - KSWM completed a market assessment to identify market demand and absorption rates. This assessment provides specific information related to the economic feasibility of planning goals that include a high-density, mixed-use project.

Concept Plans/Community Planning Process - KSWM began its due diligence by reviewing the 2003 Riverfront Master Plan and the 2005 Docks Area community planning process. In addition, the developer reviewed the infrastructure assessment, the Phase I and II Environmental Site Assessment, and the draft facilities plan which were prepared to identify existing constraints in the area.

On May 23, 2006, staff received direction from City Council to issue a Request for Proposals for the design of the levee improvements and riverfront promenade/parkway. Following Council direction, a Request for Proposals was issued for the Docks Area levee improvements and riverfront promenade design. An evaluation committee made up of the City's Docks Area technical team, including seven staff members from the City's Economic Development, Parks and Recreation, Transportation and Planning

departments reviewed the initial proposals. One proposal was received for the civil design work. Four proposals were received for the landscape architecture, permitting and community outreach portion of the project. The civil design team met all the necessary qualifications. All four of the landscape architecture teams were interviewed. The evaluation committee, made up of the City's technical team, representatives from the development team and a community representative interviewed the landscape architect teams. After reviewing the team's related experience and expertise with the regulatory and permitting process required for this project, the evaluation team recommended selecting Walker Macy as the landscape architect firm. Nichols Consulting Engineers will be completing the civil engineering work. In order to facilitate the management of the overall project, Walker Macy is being recommended as the prime contractor. Council also requested staff to strategically target grant funds to be used for the properties south of the Pioneer Bridge, since these properties are not within the Merged Downtown Redevelopment Project Area.

On May 26, 2006, the City was awarded an \$183,620 grant from the California Department of Transportation for the community outreach process related to the promenade/parkway design. The City must provide \$45,905 in local matching funds. It is anticipated these funds will come from the Merged Downtown Redevelopment Project Area funds.

On May 30, 2006, the Agency approved an Environmental Oversight Agreement (EOA) between the Agency and the State Department of Toxic Substances Control for oversight and guidance on proposed remediation strategies for redeveloping the Docks Area.

In August 2006, a number of community meetings were held to solicit public input on the final draft land use plans.

RESOLUTION NO. 2006

**Adopted by the Redevelopment Agency
of the City of Sacramento**

APPROVAL OF DEED RESTRICTION FOR 1920 FRONT STREET

BACKGROUND

- A. The Redevelopment Agency of the City of Sacramento (Agency) owns the property located at 1920 Front Street.
- B. Remediation of the contamination at 1920 Front Street, which was caused in part by the operations of the Pacific Gas and Electric Company, was part of a joint defense settlement agreement with the California Department of Transportation (Caltrans), Sacramento Municipal Utilities Department (SMUD) and Pacific Gas and Electric Company (PG&E) that was approved in 2001.
- C. The settlement was intended to resolve the enforcement order issued by the State Department of Toxic Substance Control (DTSC), which requires that a deed restriction be recorded against the 1920 Front Street property to insure that the existing monitoring wells are not disturbed.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE REVELOPMENT AGENCY RESOLVES AS FOLLOWS:

- Section 1. The Executive Director is authorized to approve the attached deed restriction between the Agency and DTSC, a copy of which is attached as Exhibit A. Following approval, the deed restriction may be recorded against the Agency's 1920 Front Street property.

Table of Contents:

- Exhibit A Proposed Deed Restriction

Exhibit A

Proposed Deed Restriction

RECORDING REQUESTED BY:

Sacramento Housing and
Redevelopment Agency
c/o Laura Sainz
Downtown Development Group
1030 15th Street
Sacramento, California 95814

WHEN RECORDED MAIL TO:

State of California
Department of Toxic Substances
Control
8800 Cal Center Drive
Sacramento, California 95826
Attention: James L. Tjosvold, P.E.,
Chief
Northern California–Central Cleanup
Operations Branch

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

(Re: Sacramento County APN # 0009-0012-002-0000)

This Covenant and Agreement ("Covenant") is made by and between the Sacramento Housing and Redevelopment Agency (the "Covenantor"), the current owner of property located at 1920 Front Street, Sacramento, State of California, described in Exhibit "A", attached hereto and incorporated herein by this reference (the "Property"), and the Department of Toxic Substances Control (the "Department"). Pursuant to California Civil Code Section 1471, the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the

environment as a result of the presence on the land of hazardous materials as defined in California Health and Safety Code (H&SC) section 25260. The Covenantor and the Department therefore intend that the use of the Property be restricted as set forth in this Covenant.

ARTICLE I
STATEMENT OF FACTS

1.01. The Property. The Property is approximately 2.2 acres in size and is more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference. The Property is commonly designated as Sacramento County Assessor Parcel Number 009-0012-002-0000. The Property address is 1920 Front Street, Sacramento, California. The Property is bounded by an undeveloped lot to the North, Front Street to the East, an undeveloped industrial lot to the South, and the Sacramento River to the West. The Property is also described in the official records of Sacramento County in Book 1, Map Number 13, Official Records of Sacramento County. The Property is located within Section 2 of Township 8 North, Range 4 East relative to the Mount Diablo Base and Meridian.

1.02. Hazardous Substances Present. Hazardous substances, as defined in Health and Safety Code section 25316, remain on portions of the Property. The hazardous substances of concern are a group of compounds known as polycyclic aromatic hydrocarbons, which have been detected in the groundwater beneath the Property. These substances are also hazardous materials as defined in H&SC section 25260. Monitoring wells remain in place on the Property, which must be operated and maintained as part of the ongoing groundwater remediation.

1.03. Remediation Plan. The Property is being remediated pursuant to a Remedial Action Plan (RAP) approved by the Department in May of 1991, the Remedial Action Order (RAO) HSA 93/94-001 for the 1920 Front Street Site issued by the Department dated August 13, 1993, and a Final Groundwater Engineering

Evaluation/Cost Analysis and Remedial Action Workplan (EE/CA-RAW) approved by the Department on April 27, 2001. The RAO and the RAP require the recordation of a land use covenant on the Property. The remediation of the Property is being completed in coordination with the remediation of the Pacific Gas & Electric Company Sacramento Manufactured Gas Plant site, the California Department of Transportation Interstate 5 Q Street Off-ramp site, and the Sacramento Municipal Utility District Front & T Street site (hereinafter collectively referred to as the "Associated Sites").

1.04. Future Use Restrictions. The findings of the EE/CA-RAW were based upon the assumption of continued operation and maintenance of monitoring and observation wells located on the Property and the Associated Sites, as well as no extraction of groundwater for use as a drinking water source. A land use covenant is necessary to provide access to the monitoring and observation wells. A land use covenant is necessary to preclude extraction of groundwater for any purpose other than the Department-approved remediation, except as otherwise allowed by the Department.

1.05. Remedial Systems. The RAP requires the installation of a Groundwater Extraction and Treatment System (GWETS) on the Associated Sites to reduce the concentrations of the hazardous substances of concern in the groundwater. The EE/CA-RAW proposes continued operation of the GWETS to attain remedial goals on the Property and the Associated Sites. The GWETS includes various piezometers and monitoring wells which need to be maintained until the remedial goals are attained and no further monitoring is needed as determined by the Department. This Covenant is necessary to protect the remedial systems required for the Property and the Associated Sites.

ARTICLE II DEFINITIONS

2.01. Department. "Department" means the California Department of Toxic Substances Control and includes its successor entities, if any.

2.02. Owner. "Owner" means the Covenantor, its successors in interest, and their successors in interest, including heirs and assigns, who at any time hold title or an ownership interest to all or any portion of the Property.

2.03. Occupant. "Occupant" means any Owner and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

ARTICLE III

GENERAL PROVISIONS

3.01. Restrictions to Run with the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as "Restrictions"), subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and every Restriction:

- (a) Runs with the land pursuant to H&SC section 25355.5 (a)(1)(C) and California Civil Code section 1471;
- (b) Inures to the benefit of and passes with each and every portion of the Property;
- (c) Applies to and binds the successors in interest to the Property;
- (d) Is for the benefit of and enforceable by the Department; and
- (e) Is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02. Binding upon Owners/Occupants. Pursuant to H&SC section 25355.5 (a)(1)(C), the Restrictions herein shall be binding upon each Owner and Occupant, and shall continue as covenant running with the Property in perpetuity, except as otherwise

provided in this instrument. Pursuant to Civil Code section 1471, all successive Owners and Occupants of the Property are expressly bound hereby for the benefit of the Department.

3.03. Written Notice of the Presence of Hazardous Substances. Prior to the sale, lease, assignment, or other transfer of the Property, or any portion thereof, the owner, lessor, assignor, or other transferor shall give the buyer, lessee, assignee, or other transferee notice that hazardous substances are located on or beneath the Property, as required by H&SC section 25359.7.

3.04. Incorporation into Deeds and Leases. This Covenant shall be incorporated by reference in each and all deeds and leases for any portion of the Property.

3.05. Conveyance of Property. Covenantor agrees that the Owner shall provide notice to the Department not later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding mortgages, liens, and other non-possessory encumbrances). Such notice shall include the name and address of the new Owner. The Department shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect proposed conveyance, except as otherwise provided by law, by administrative order, or by a specific provision of this Covenant.

3.06. Costs of Administering this Covenant to be paid by Owner. The Department has incurred and will in the future incur costs associated with the administration, implementation and enforcement of this Covenant. In the absence of an agreement between the Department and the Covenantor providing that the Covenantor shall pay such costs incurred by the Department, the Owner shall pay the Department's costs in administering, implementing and enforcing this Covenant pursuant to California Code of Regulations, title 22, section 67391.1(h). Failure of the Owner to pay such costs when billed is a breach of the Covenant and enforceable pursuant to section 5.01 of the Covenant.

3.07. Access for the Department. The Department shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by the Department in order to protect the public health or safety or the environment.

3.08. Access for Implementing Operation and Maintenance. The entity or person(s) responsible for operating and maintaining any necessary remedial systems shall have reasonable right of entry and access to the Property for the purpose of implementing these operation and maintenance activities. Such right of entry and access shall continue until such time as the Department determines that such activities are no longer required.

ARTICLE IV
RESTRICTIONS

4.01. Prohibited Activities. The following activities are specifically prohibited, without prior written approval from the Department:

- (a) Activities that may disturb, alter, damage, or destroy the remedial systems required for the Property and the Associated Sites.
- (b) Activities that may interfere with the operation, maintenance or repair of the remedial systems required for the Property and the Associated Sites.
- (c) Extraction of groundwater for purposes or uses other than the Department-approved groundwater remediation unless conducted in accordance with a project-specific Site Management Plan, which shall include a construction dewatering plan, as approved by the Department. The Site Management Plan required by this subsection may be modified by the Covenantor or Owner from time to time, or its use may be terminated, with prior written approval of the Department.
- (d) Activities that may disturb contaminated soils at the Property (e.g.

excavation, grading, removal, trenching, filling, earth movement, or mining) unless conducted in accordance with a project-specific Site Management Plan as approved by the Department. The Site Management Plan required by this subsection may be modified by the Covenantor or Owner from time to time, or its use may be terminated, with prior written approval of the Department.

- (e) The injection of any chemical, compound, or formulation into the soil or groundwater beneath the Property for purposes or uses other than groundwater remediation.

4.02. Notification of Damage to Remedial Systems. The Owner or Occupant shall provide Notification to the Department of the type, cause, location and date of any damage to the remedial systems that are required for the Property and the Associated Sites. Notification to the Department shall be made as provided below within ten working days of both the discovery of any such disturbance and the completion of any repairs. Timely and accurate Notification by any Owner or Occupant shall satisfy this requirement on behalf of all other Owners and Occupants.

ARTICLE V ENFORCEMENT

5.01. Enforcement. Failure of the Covenantor, Owner or Occupants to comply with any of the requirements or Restrictions of this Covenant shall be grounds for the Department to require that the Covenantor, Owner or Occupant modify or remove, as the Department or determines appropriate, any non-conforming improvements ("Non-conforming improvements" may include but are not limited to buildings, roads, driveways, ponds, drainages, and paved parking areas) constructed or placed upon any portion of the Property in violation of the aforesaid restrictions. Violation of this Covenant shall be grounds for the Department to file civil or criminal actions, as provided by law.

ARTICLE VI
VARIANCE, TERMINATION, AND TERM

6.01. Variance. The Covenantor, or any other aggrieved person, may apply to the Department for a written variance from the provisions of this Covenant. Such application shall be made in accordance with H&SC section 25233 or any successor provisions.

6.02. Termination. The Covenantor, or any other aggrieved person, may apply to the Department for a termination of the Restrictions or other terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with H&SC section 25234 or any successor provision.

6.03. Term. Unless ended in accordance with the Termination paragraph above, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE VII

MISCELLANEOUS

7.01. No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever.

7.02. Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Sacramento within ten (10) days of receipt of a fully executed original.

7.03. Notices. Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this

Covenant), each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served; or (2) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owner:

Laura Sainz
Sacramento Housing and Development Agency
Downtown Development Group
1030 15th Street
Sacramento, California 95814

Or to: Owner(s) as identified to the Department under paragraph 3.05 of this Covenant.

To Department:

Department of Toxic Substances Control

Northern California-Central Cleanup Operations Branch

Attention: James L. Tjosvold, P.E., Chief

8800 Cal Center Drive, 3rd Floor

Sacramento, California 95826-3200

Any party may change its address or the individual to whose attention a Notice is to be sent by giving written Notice in compliance with this paragraph. If the Department receives timely and adequate notice that a homeowners' association or property owners' association has been authorized to accept notices on behalf of the homeowners or property owners for the purposes of this Covenant, the Department will send notices to such homeowners' association or property owners' association instead of sending them to the individual Owners.

7.04. Inspection and Reporting Requirements. In the absence of an agreement

between the Department and the Covenantor providing that the Covenantor shall be responsible for the requirements of this Section, the Owner, or a duly authorized representative of the Owner such as a homeowners' association, shall conduct an annual inspection of the Property and submit an annual report to the Department by January 15 of each calendar year. The annual report, filed under penalty of perjury by the then-current Owner, shall certify that the Property is being used in a manner consistent with this Covenant. The annual report shall describe how all the requirements outlined in this Covenant are being met. The annual report must include the dates, times, and names of those who conducted and reviewed the annual inspection. It also shall describe how the observations were performed and the basis for the statements and conclusions in the annual report (e.g., drive by, walk in, etc.). If violations of this Covenant are noted by the observer, the annual report must detail the steps taken to return to compliance. If the Owner identifies any violations of this Covenant during the annual inspections or at any other time, the Owner must within 10 days of identifying the violation; determine the identity of the party in violation, send a letter advising the party of the violation of this Covenant and demand that the violation cease immediately. Additionally, copies of any correspondence related to the enforcement of the Covenant shall be sent to the Department within 10 days of its original transmission. The scope of the inspection and the reporting frequency may be modified by the Covenantor or Owner from time to time, or its use may be terminated, with prior written approval of the Department.

7.05. Partial Invalidity. If any portion of the Restrictions or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

7.06. Statutory References. All statutory references include successor provisions.

IN WITNESS WHEREOF, the Parties execute this Covenant.

“Covenantor”

Date: _____

By: _____

Ray Kerridge, City Manager
City of Sacramento
For the Sacramento Housing and Redevelopment Agency

Date: _____

Approved as to Form

By: _____

Agency Counsel
Sacramento Housing and Redevelopment Agency

“Department”

Date: _____

By: _____

James L. Tjosvold, P.E., Chief

Northern California-Central Cleanup Operations Branch

Department of Toxic Substances Control

EXHIBIT A-1

The real property in the City of Sacramento, County of Sacramento, State of California described as follows:

All that portion in the City of Sacramento, as shown on the "Map of Brannans addition to the City of Sacramento," recorded in Book 1 of Maps, map number 13, records of said County, described as follows:

Beginning at a point on the westerly line of Front Street as shown on said map, distant thereon 120 feet southerly from the South line of "S" Street if extending westerly; thence from said point of beginning southerly and along said westerly line of Front Street 250 feet to a point; thence at right angles westerly 389 feet to an intersection with the center line of "T" Street, as shown on said map, thence North 32 degrees, 40 minutes West along the center line of "T" Street to the left or easterly bank of the Sacramento River; thence northeasterly along said left or easterly bank to a point which lies 120 feet southerly of a line drawn parallel with and at right angles from the extension westerly of the South line of "S" Street; thence easterly along said westerly extension line to the point of beginning.