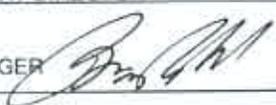


AGENDA ITEM NO.	14
COUNCIL MEETING	10/1/09
APPROVED BY	
	
DEPARTMENT DIRECTOR	
CITY MANAGER 	

October 1, 2009

FROM: PATRICK N. WIEMILLER, Director  
Public Works Department

BY: STEVEN C. SON, PE, Capital Projects Manager   
Public Works Department 

SUBJECT: APPROVE AN AGREEMENT WITH FRESNO IRRIGATION DISTRICT FOR A  
QUITCLAIM DEED AND RESERVATION OF EASEMENT (LOCATED IN  
COUNCIL DISTRICT 2)

### RECOMMENDATIONS

Staff recommends approval of an agreement with Fresno Irrigation District (FID) to transfer vested interest of the Bullard Canal property along Herndon Avenue between Marks Avenue and Valentine Avenue to the City through a quitclaim process, to allow FID the right to preserve an easement within the limits of the project, and to authorize the Public Works Director, or his designee, to sign, on the City's behalf.

### EXECUTIVE SUMMARY

Staff is working with Fresno Irrigation District to underground an existing above ground canal along the south side of Herndon Avenue between Marks Avenue and Valentine Avenue. The undergrounding of the existing above ground canal will allow the City of Fresno to widen Herndon Avenue. The Fresno Irrigation District has agreed to quitclaim the District's vested interest of the Bullard Canal property to the City of Fresno, approximately 2.013 acres, and reserve a pipeline easement.

### BACKGROUND

The City of Fresno received federal funds to widen Herndon Avenue from Valentine Avenue to Marks Avenue from an existing 4 lane to a 6 lane arterial road. At this time the widening of Herndon Avenue is challenged by the location of PG&E power lines and the Bullard Canal. To address the conflict, staff has been in negotiation with FID to acquire necessary property along Herndon on the south side of the street and to underground the existing canal. Acquiring the necessary right of way and undergrounding the existing canal will allow PG&E to relocate the power lines outside of the proposed street improvements.

## REPORT TO THE CITY COUNCIL

Agreement with FID for a Quitclaim Deed and Reservation of Easement

October 1, 2009

Page 2

This agreement will allow the City of Fresno to clear the title to the property and designate a portion of the property as a Fresno Irrigation District easement. The quitclaim deed will acquire the property necessary for the installation of the Fresno Irrigation District pipeline and for the right of way required to widen Herndon Avenue. The Herndon Avenue Widening Project (\$2.9 million) will not be feasible without the required right of way and the substitution of the pipeline for the canal.

To date staff and FID have reached an agreement that will allow the City to proceed with acquiring the necessary property along Herndon Avenue. FID will quitclaim the vested interest of the property to the City, while preserving an easement for the length of the pipeline. As a condition to acquiring the necessary property, the City will place the existing above ground canal underground with 60 inch concrete pipes.

### **FISCAL IMPACT**

See attached.

Attachment: 1. Fiscal Impact Statement

2. Quitclaim Deed and Reservation of Easement Agreement for Substitution of Pipeline for Open Canal Owned by Fresno Irrigation District

## FISCAL IMPACT STATEMENT

PROGRAM: PC00307, Herndon Avenue Widening Project from Marks Ave. to Valentine Ave.

<u>RECOMMENDATION</u>	<u>TOTAL OR CURRENT</u>	<u>ANNUALIZED COST</u>
Direct Cost	<u>\$0</u>	<u>                    </u>
Indirect Cost	<u>\$14,000</u>	<u>                    </u>
TOTAL COST	<u>\$14,000</u>	<u>                    </u>
Additional Revenue or Savings Generated	<u>0</u>	<u>                    </u>
Net City Cost	<u>\$14,000</u>	<u>                    </u>
Amount Budgeted (If none budgeted, identify source)	<u>\$0</u>	<u>                    </u>

Indirect costs consist of the following:

Project Management	\$ 2,000
Contract Review Fees	11,000
Printing, etc.	<u>1,000</u>
Total	\$ 4,000

Recording Requested By  
And When Recorded Mail To:

---

The undersigned grantor(s) declare(s)  
DOCUMENTARY TRANSFER TAX IS \$ 0

**QUITCLAIM DEED AND RESERVATION OF EASEMENT AGREEMENT  
FOR SUBSTITUTION OF PIPELINE FOR OPEN CANAL OWNED BY  
FRESNO IRRIGATION DISTRICT**

This Agreement is made effective as of <sup>Sept.</sup> July 15, 2009, by and between (i) the Fresno Irrigation District, a California irrigation district ("District") and (ii) the City of Fresno, a municipal corporation ("City"), with respect to the following facts:

A. District owns a canal (the "Bullard Canal") located on the real property more particularly described in Exhibit A hereto (the "Property"). The Property is adjacent to Herndon Avenue.

B. City desires to widen Herndon Avenue and construct certain road, pedestrian and recreational trail improvements on the Property, which will require the replacement of the Bullard Canal with underground pipe.

C. The parties desire to provide for the District's quitclaim of its interest in the Property to City, in exchange for the City's agreement to replace the Bullard Canal with underground pipe, on the terms and subject to the conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Quitclaim. District hereby quitclaims to City all of its right, title and interest in and to the Property, except as provided in this Agreement.

2. Reservation of Easement. District hereby reserves for itself an easement over the Property within the area described in Exhibit B hereto to construct, install, operate, use, maintain, alter, repair, improve, reconstruct, enlarge and supplement pipes, pipelines and conduits, and to flow and conduct water through said pipes, pipelines and conduits, across, over, through and under the Property (the "Easement").

(a) Said Easement shall include all rights convenient or incidental to the use thereof including the right of ingress to and egress from said Easement so described over and across the Property.

(b) All pipes, pipelines, conduits and other facilities constructed by or for the benefit of District upon and within said Easement shall become and remain the property of District and shall be maintained by District at District's expense and City shall have no right, title or interest therein.

(c) When said pipes, pipelines and other structures or facilities shall be constructed and maintained, the manner in which they shall be constructed and maintained and the time and manner for conducting and discharging water through the same shall be in the sole and absolute control of District.

### 3. Encroachments.

(a) District hereby consents to City's installation, maintenance and removal of improvements within the Easement area ("Encroachments") that do not unreasonably interfere with District's use of its own facilities or the Easement. City shall comply with all federal, state and local codes and ordinances regarding the installation, maintenance, repair and replacement of any Encroachments.

(b) Prior to installation of any Encroachments, City shall submit to District for District's approval a site plan which clearly indicates the nature, size, material and location of the Encroachments to be installed within the Easement area. All Encroachments shall be installed in accordance with the approved site plan on a schedule approved by District to avoid interference with District's water delivery and maintenance schedules. District shall have the right to inspect the installation of the Encroachments to confirm conformance with the site plan. City acknowledges and agrees that District's right to approve the installation and construction of the Encroachments (i) is solely for the benefit of District, (ii) shall not assign to District any responsibility for the safe and proper construction of the Encroachments, and (iii) shall not result in District's assumption of any liability for the Encroachments.

(c) City shall bear all costs of installing, maintaining, repairing and replacing the Encroachments. City shall at all times maintain the Encroachments so as not to interfere with the normal operation and maintenance of District's facilities. Should City fail to maintain, repair, or replace the Encroachments, District shall have the right (but not the obligation) to perform any maintenance, repair, replacement, or removal necessary for District's unhindered use of its facilities or the Easement following reasonable written notice to City. City shall be responsible to reimburse District on demand for any reasonable cost incurred by District in connection with the Encroachments, with interest at the rate of 10% per annum on any unpaid balance of said costs to accrue starting 30 days after written demand for payment is made.

(d) City shall repair or replace at City's sole expense any District facilities damaged by or as a result of the installation, maintenance, repair or replacement of any of the Encroachments. In the event City fails, neglects, or refuses to repair or replace any such damage within 30 days after written notice from District or otherwise fails to proceed diligently in repairing or replacing such damage, District shall have the right, but shall not be required, to make any such repairs or replacements, and City shall repay to

District the cost of any such repairs or replacement with interest at the rate of 10% per annum from the date(s) amounts were expended by District.

(e) All Encroachments installed or constructed pursuant to this Agreement shall be the property of City. Except as herein otherwise provided, neither District nor City shall have any right, title, or control over the other's property, except as provided by law.

4. Pipeline Substitution of Canal. City shall substitute pipe for that portion of the Bullard Canal located on the Property as provided below.

(a) City agrees at its expense to lay, construct, and install approximately 1,700 feet of sixty-inch (60") diameter ASTM C-361 rubber-gasketed reinforced concrete pipe (RGRCP), with such inlets, outlets, connections and other structures as may be reasonably specified by District (the "Project"). The Project shall be laid, constructed, installed, and backfilled in accordance with plans and specifications approved by District, and the top of said pipeline shall be no less than 36" below the surface of the surrounding ground and any proposed or existing roads, streets or alleys crossed thereby. All pipe shall be laid and installed in a good workmanlike manner. The cost of the Project is estimated at \$520,000.00.

(b) All precast concrete pipe, cast-in-place concrete pipe, and any other type of pipe to be installed shall meet the minimum requirements of the then most current "American Society of Testing and Materials" specifications, "The American Concrete Institute" specifications, and/or the specifications and requirements of District for the type and class of pipe agreed to be installed.

(c) The construction and installation of the Project shall not interfere with the flow or distribution of water through the present facilities as required by District. No work on the Project shall begin without the written permission of District, which will not be unreasonably withheld. City and District agree and acknowledge that the construction of the Project shall not occur during the normal irrigation season of District. The City shall commence the laying and installation of said pipeline and structures within a reasonable time after the execution of this Agreement, and to complete the installation and construction thereof not later than February 15, 2010, or as otherwise agreed by the parties. City shall repair or replace, at its expense, any District facilities damaged as a result of the Project.

(d) City agrees that the construction of the Project is subject to the District's review and approval, and that the Project must be accepted by District in writing as complying with this Agreement. District shall perform such review within a reasonable time of receipt of City's written notice to District of completion of the Project. Upon such written acceptance, the Project shall become and remain the property of District. The manner, method and time of conducting and discharging water through the Project shall be in the sole and absolute control of District.

(e) City shall cause its contractor(s) to warrant the good operating condition of the Project for a period of one (1) year after the acceptance thereof by District, and to pay all costs of any repairs (other than routine maintenance). City shall cause its contractor(s) to furnish a surety bond guaranteeing performance of any required repairs during such one-year period, in an amount equal to fifteen percent (15%) of the Project contract price.

5. Indemnity.

(a) City shall indemnify, hold harmless and defend District and each of its directors, officers, employees and authorized volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by District, City or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen from the negligent or intentional acts, omissions or willful misconduct of City or any of its officers, officials, employees, agents or authorized volunteers in its use of the Easement.

(b) District shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and authorized volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the City, District, or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses) arising or alleged to have arisen from the negligent or intentional acts, omissions or willful misconduct of District or any of its directors, officers, employees, agents or authorized volunteers in its ownership, maintenance and use of the Easement.

(c) In the event of concurrent negligence on the part of City or any of its officers, officials, employees, agents or authorized volunteers, and District or any of its directors, officers, employees, agents or authorized volunteers, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

6. Environmental Compliance.

(a) The obligations of the parties under this Agreement are expressly conditioned upon (i) compliance with the California Environmental Quality Act ("CEQA") and other applicable environmental laws with respect to the actions contemplated by this Agreement and (ii) the receipt of all necessary governmental consents for those actions. Each party shall promptly prepare all appropriate environmental documents for it to undertake the actions contemplated in this Agreement. The City shall be the lead agency under CEQA for purposes of this Agreement and shall pay or reimburse the District for all costs incurred by the District for CEQA compliance in connection with this Agreement. The parties shall cooperate to diligently complete all

environmental review required in order to implement this Agreement, and shall use reasonable efforts to reduce any overlap in analyzing, mitigating, or studying environmental impacts associated with the actions proposed in this Agreement.

(b) Notwithstanding any other provision of this Agreement, no action shall be taken to effect the matters contemplated by this Agreement, and no other action shall be taken that commits any material resources of either party, until all required environmental review is completed and all parties have independently made all findings required by CEQA. If, upon completion of such environmental review, a party finds one or more significant, unmitigated environmental impacts resulting from the actions contemplated by this Agreement and cannot make a finding that the benefits of the proposed project outweigh the impact or impacts, or that the impacts can be mitigated to a level below significance, then this Agreement shall terminate without further obligation or liability of any party. If, upon completion of such environmental review, a party finds one or more significant environmental impacts and further finds that all such impacts can be feasibly mitigated or avoided by undertaking specific mitigation measures and/or alternatives (based upon the analysis in the environmental documents), including without limitation amendment of this Agreement, then such mitigation measures and/or alternatives shall be undertaken. Each party shall cooperate in good faith to implement such mitigation measures to the extent they are within such party's reasonable control, although the District shall not be responsible for funding any mitigation measure and neither party shall be required to enter into an amendment of this Agreement or take any other action to mitigate an impact that is objectionable to such party. Neither the execution of this Agreement, nor any preliminary steps taken to implement this Agreement, shall be taken into account in determining whether mitigating or avoiding any significant impact is feasible.

7. Specific Performance. City agrees that District will not have an adequate remedy at law if this Agreement is not performed in accordance with its terms, and that any damages available at law for breach of this Agreement would not be an adequate remedy. Therefore, City's obligations under this Agreement are enforceable by a decree of specific performance, and appropriate injunctive relief may be applied for and granted in connection therewith. These remedies and all other remedies provided for in this Agreement are cumulative and not exclusive and are in addition to any other remedies that District may have under this Agreement.

8. Costs. City agrees to pay to District, upon execution of this Agreement, the sum of \$22,221.58 to cover the cost of Agreement preparation and plan reviews associated with the Project.

9. Further Assurances. From time to time and at any time after the execution and delivery hereof, each of the parties, at its own expense, shall execute, acknowledge and deliver any further instruments, documents and other assurances reasonably requested by the other party, and shall take any other action consistent with the terms of this Agreement that may reasonably be requested by the other party, to evidence or carry out the intent of this Agreement.

10. Time and Computation of Time. Time is of the essence of this Agreement and each and all of its provisions. The parties agree that the time for performance of any action permitted or required under this Agreement shall be computed as if such action were "an act provided by law" within the meaning of California Civil Code §10, which provides: "The time in which any act provided by law to be done is computed by excluding the first day and including the last, unless the last day is a holiday, and then it is also excluded."

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all of the parties hereto.

12. Waiver. Waiver of any breach of this Agreement by any party hereto shall not constitute a continuing waiver or a waiver of any breach of the same or another provision of this Agreement.

13. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, all of which together shall constitute one and the same instrument.

14. Binding Effect. This Agreement shall "run with the land" and be binding upon and inure to the benefit of the heirs, executors, administrators, assigns, and successors of the parties hereto.

15. Interpretation. It is agreed and acknowledged by the parties that this Agreement has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

16. Professionals' Fees. Should any action or proceeding be commenced between the parties hereto concerning this Agreement, or the rights and duties of any party in relation thereto, the party prevailing in such action or proceeding shall be entitled, in addition to such other relief as may be granted, to recover from the losing party a reasonable sum for its attorneys', paralegals', accountants', and other professional fees and costs incurred in connection with such action or proceeding.

17. Parties in Interest. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies on any persons other than the parties hereto and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over and against any party to this Agreement.

18. Survival. Each of the terms, provisions, representations, warranties, and covenants of the parties shall be continuous and shall survive the consummation of the transactions contemplated in this Agreement.

19. Notices. All notices and other communications required under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of service, if served personally on the person to whom notice is to be given, (ii) on the date of service if sent by telecopier, provided the original is concurrently sent by first class mail, and provided that notices received by telecopier after 5:00 p.m. shall be deemed given on the next business day, (iii) on the next business day after deposit with a recognized overnight delivery service, or (iv) or on the third (3rd) day after mailing, if mailed to the party to whom notice is to be given by first class mail, registered or certified, postage-prepaid, and properly addressed as follows:

To District:                   Fresno Irrigation District  
                                      2907 South Maple  
                                      Fresno, CA 93725-2218  
                                      Attn: General Manager

To City:                         City of Fresno  
                                      Attn: Director of Public Works  
                                      2600 Fresno Street  
                                      Fresno, CA 93721

A party may change its address for notices by providing notice to the other parties as provided above.

*[remainder of page intentionally left blank]*

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

“District”

The Fresno Irrigation District, a California irrigation district

By   
Jeff Boswell, President

By   
Gary R. Serrato, Secretary

“City”

The City of Fresno, a municipal corporation

By \_\_\_\_\_  
\_\_\_\_\_

ATTEST:  
Rebecca E. Klisch  
City Clerk

By:

\_\_\_\_\_  
APPROVED AS TO FORM:  
James Sanchez

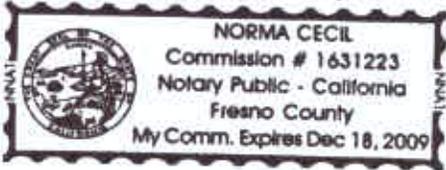
By:   
Laurie A. Avedisian, Deputy

STATE OF CALIFORNIA )  
 )  
COUNTY OF Fresno )

On September 15, 2009, before me, Norma Cecil, Notary Public,  
personally appeared Jeff Boswell and Gary R. Serrato,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are  
subscribed to the within instrument and acknowledged to me that ~~he~~ she/they executed the same  
in ~~his~~ her/their authorized capacity(ies), and that by ~~his~~ her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature

Norma Cecil

STATE OF CALIFORNIA )  
 )  
COUNTY OF \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

STATE OF CALIFORNIA )  
 )  
COUNTY OF \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

STATE OF CALIFORNIA )  
 )  
COUNTY OF \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

EXHIBIT "A"  
Page 1 of 4

Parcel "A" to be quitclaimed to the City of Fresno

All of that certain right-of-way for Bullard Canal as shown on the map of Tract No. 2519, Garden View Estates, recorded in Volume 28 of Plats at Page 65, Fresno County Records, situated in the northeast quarter of Section 1, Township 13 South, Range 19 East, Mount Diablo Base and Meridian, according to the Official United States Government Township Plat thereof, and more particularly described as follows:

BEGINNING at the northwest corner of Lot 1 of said Tract No. 2519; thence S 89°45'11" E, along the southerly boundary of said right-of-way for Bullard Canal, a distance of 458.82 feet; thence N 89°35'46" E, continuing along said southerly boundary, a distance of 262.30 feet; thence N 89°50'02" E, continuing along said southerly boundary, a distance of 556.45 feet to the southeast corner of said right-of-way for Bullard Canal; thence N 0°21'46" E, along the east line of said Tract No. 2519 and along the east line of said right-of-way for Bullard Canal, a distance of 51.71 feet to the northeast corner of said Tract No. 2519 and the northeast corner of said right-of-way for Bullard Canal; thence N 89°58'21" W, along the north line of said right-of-way for Bullard Canal, parallel with and 30.00 feet south of the north line of said northeast quarter of said Section 1, a distance of 1277.48 feet to the northwest corner of said right-of-way for Bullard Canal; thence S 0°24'54" W, along the west line of said right-of-way for Bullard Canal, a distance of 53.80 feet to the POINT OF BEGINNING.

Contains an area of 1.577 acres, more or less, or 69,693 square feet, more or less.

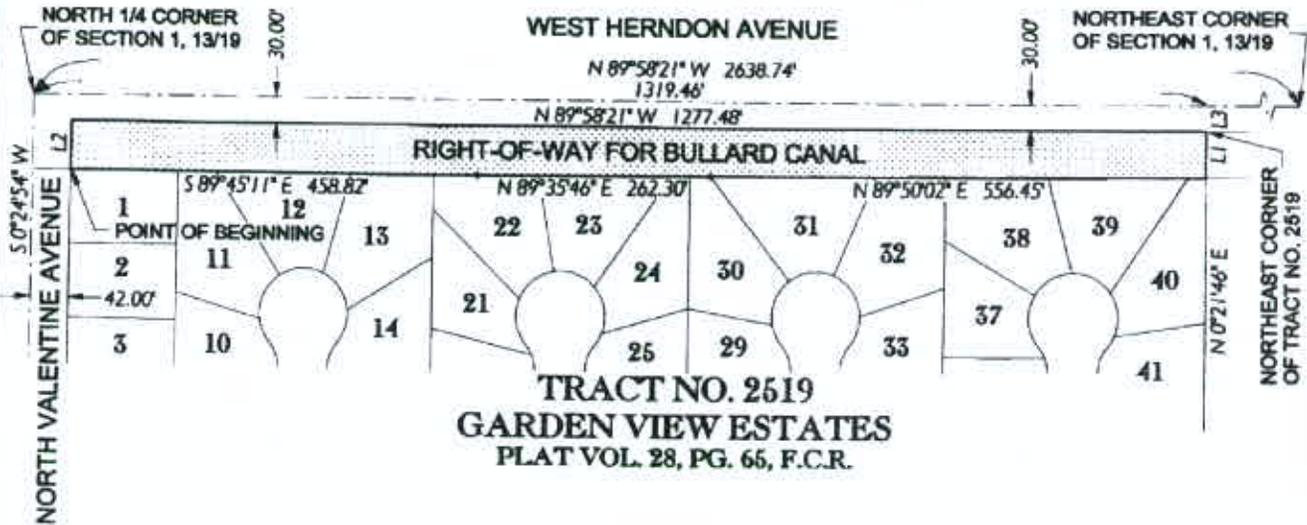


# EXHIBIT "A"

PAGE 2 OF 4

LINE TABLE

	BEARING	LENGTH
L1	N 0°21'46" E	51.71'
L2	S 0°24'54" W	53.80'
L3	S 0°21'46" W	30.00'



TRACT NO. 2519  
GARDEN VIEW ESTATES  
PLAT VOL. 28, PG. 65, F.C.R.



INDICATES AREA TO BE ACQUIRED  
68,693 S.F. ± 1.577 Acres ±

NO SCALE

REF. & REV.  PWF 10808 PLAT 1349	CITY OF FRESNO DEPARTMENT OF PUBLIC WORKS	PROJ. ID. P400307 FUND NO. 20102 ORG. NO. 189901	KRM RES TYPE B/1/00/000
	PARCEL "A" TO BE QUITCLAIMED TO THE CITY OF FRESNO	DR. BY AJ CH. BY DATE AUG. 12, 2009 SCALE NO SCALE	SHEET NO. 15-A OF SHEETS

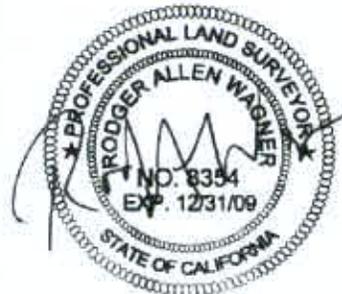
EXHIBIT "A"  
Page 3 of 4

Parcel "B" to be quitclaimed to the City of Fresno

All of that certain parcel designated as Bullard Canal as shown on the map of Tract No. 2680, Quail Meadow Estates, recorded in Volume 30 of Plats at Page 57, Fresno County Records, situated in the northeast quarter of Section 1, Township 13 South, Range 19 East, Mount Diablo Base and Meridian, according to the Official United States Government Township Plat thereof, and more particularly described as follows:

BEGINNING at the northwest corner of Lot 5 of said Tract No. 2680; thence North 89°55'45" East, along the southerly boundary of said Bullard Canal parcel, a distance of 291.17 feet; thence South 85°02'35" East, continuing along said southerly boundary, a distance of 89.16 feet to the southeast corner of said Bullard Canal parcel; thence North 0°18'39" East, along the east line of said Bullard Canal parcel, a distance of 23.87 feet; thence North 46°48'56" West, along the northerly boundary of said Bullard Canal parcel, a distance of 40.93 feet; thence North 84°15'33" West, continuing along said northerly boundary, a distance of 70.31 feet; thence North 89°58'21" West, continuing along said northerly boundary, parallel with and 30.00 feet south of the north line of said northeast quarter of said Section 1, a distance of 280.00 feet to the northwest corner of said Tract No. 2680 and the northwest corner of said Bullard Canal parcel; thence South 0°21'46" West, along the west line of said Tract No. 2680 and along the west line of said Bullard Canal parcel, a distance of 51.71 feet to the POINT OF BEGINNING.

Contains an area of 0.436 acres, more or less, or 18,997 square feet, more or less.

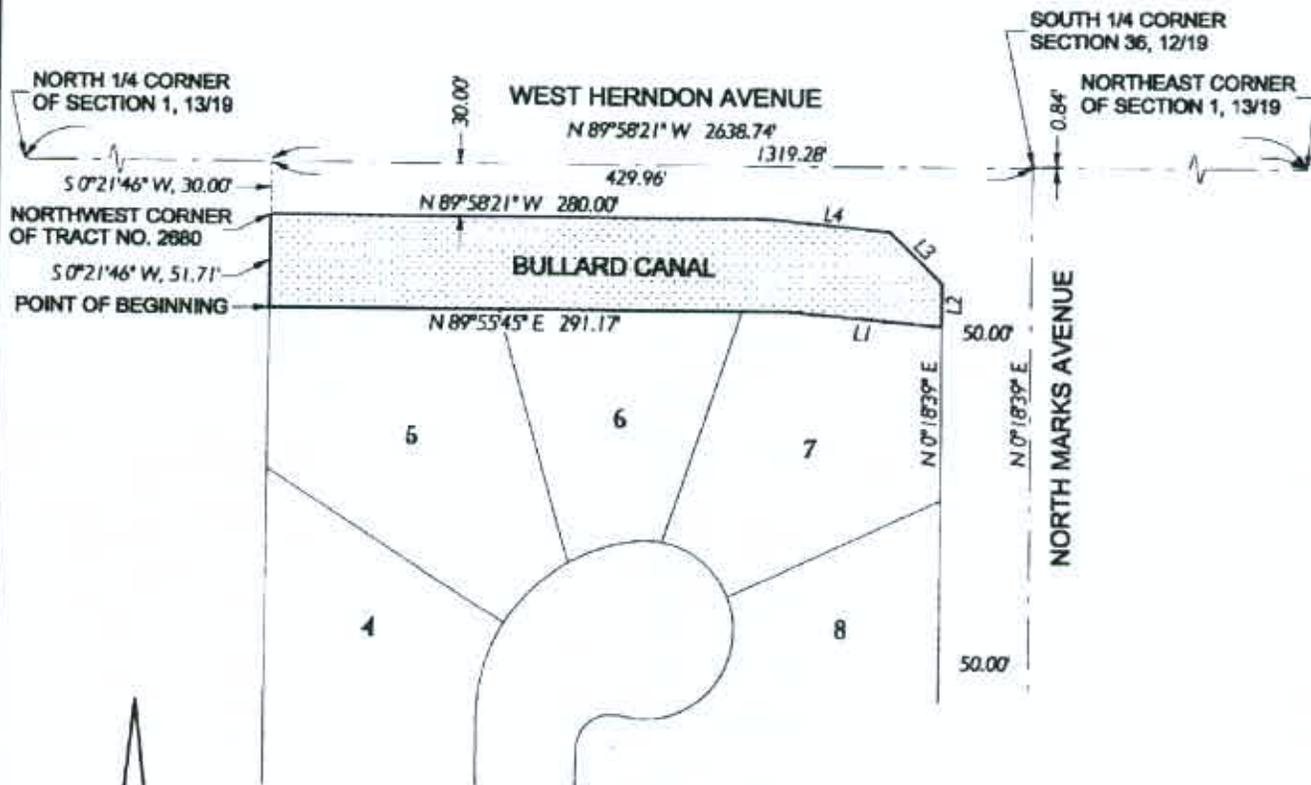


# EXHIBIT "A"

## PAGE 4 OF 4

LINE TABLE

	BEARING	LENGTH
L1	S 85°02'35" E	89.16'
L2	N 0°18'39" E	23.87'
L3	N 46°48'56" W	40.93'
L4	N 84°15'33" W	70.31'



**TRACT NO. 2680**  
**QUAIL MEADOW ESTATES**  
 PLAT VOL. 30, PG. 57, F.C.R.



INDICATES AREA TO BE ACQUIRED  
 18,997 S.F. ± 0.436 Acres ±

REF. & REV.	<b>CITY OF FRESNO</b> DEPARTMENT OF PUBLIC WORKS	PROJ. NO. P400307	KRM	0/0/00/000
PWF 10808 PLAT 1349	<b>PARCEL "B" TO BE QUITCLAIMED TO THE CITY OF FRESNO</b>	FUND NO. 20102	RES TYPE	
		ORG. NO. 109901		
		DR. BY AJ	SHEET NO. _____	
		CH. BY	OF _____ SHEETS	
		DATE AUG. 12, 2009	<b>15-A-</b>	
		SCALE NO SCALE		

## EXHIBIT "B"

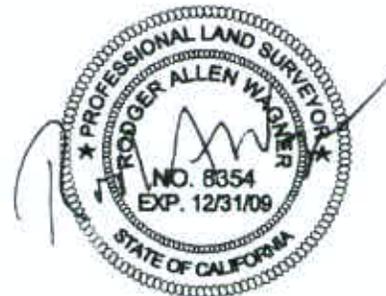
Page 1 of 2

### Easement to be reserved to the Fresno Irrigation District

A portion of that parcel designated as Bullard Canal and shown on the map of Tract No. 2680, Quail Meadow Estates, recorded in Volume 30 of Plats at Page 57, Fresno County Records, together with a portion of that certain right-of-way for Bullard Canal as shown on the map of Tract No. 2519, Garden View Estates, recorded in Volume 28 of Plats at Page 65, Fresno County Records, situated in the northeast quarter of Section 1, Township 13 South, Range 19 East, Mount Diablo Base and Meridian, according to the Official United States Government Township Plat thereof, in the City of Fresno, County of Fresno, State of California, said portions being more particularly described as follows:

COMMENCING at the southeast corner of said parcel designated as Bullard Canal and shown on the map of said Tract No. 2680, said southeast corner also being the northeast corner of Lot 7 of said Tract No. 2680; thence North  $0^{\circ}18'39''$  East, along the east line of said Bullard Canal parcel, a distance of 16.06 feet to the TRUE POINT OF BEGINNING of this description; thence continuing North  $0^{\circ}18'39''$  East, along said east line, a distance of 7.81 feet; thence North  $46^{\circ}48'56''$  West, along the northerly boundary of said Bullard Canal parcel, a distance of 32.40 feet; thence, leaving said northerly boundary, South  $89^{\circ}57'16''$  West, a distance of 1633.77 feet to the west line of said right-of-way for Bullard Canal as shown on the map of said Tract No. 2519; thence South  $0^{\circ}24'54''$  West, along said west line, a distance of 30.00 feet; thence, leaving said west line, North  $89^{\circ}57'16''$  East, a distance of 6.00 feet to the northerly prolongation of the west line of that 15.00 foot wide Fresno Irrigation District easement as shown on the map of said Tract No. 2519; thence South  $0^{\circ}24'54''$  West, along said northerly prolongation, a distance of 8.91 feet to a point on the south line of said right-of-way for Bullard Canal, said point being the northwest corner of said 15.00 foot wide Fresno Irrigation District easement; thence North  $89^{\circ}45'11''$  West, along said south line and along the north line of said 15.00 foot wide Fresno Irrigation District easement, a distance of 15.00 feet to the northeast corner of said 15.00 foot wide Fresno Irrigation District easement; thence North  $0^{\circ}24'54''$  East, along the northerly prolongation of the east line of said 15.00 foot wide Fresno Irrigation District easement, a distance of 8.99 feet; thence North  $89^{\circ}57'16''$  East, a distance of 1636.57 feet to the TRUE POINT OF BEGINNING.

Contains an area of 49,597 square feet, more or less.



# EXHIBIT "B"

PAGE 2 OF 2

SEE BELOW LEFT

NORTHEAST CORNER OF SECTION 1, 13/19

TRUE POINT OF BEGINNING

5 0° 18' 39" W  
CENTERLINE

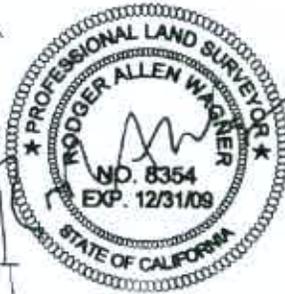
NORTH MARKS AVENUE

5 0° 18' 39" W

NORTHEAST CORNER OF LOT 7 - POINT OF COMMENCEMENT

8

TRACT NO. 2680  
QUAIL MEADOWS  
ESTATES  
PLAT VOL. 30, PG. 57, F.C.R.



NO SCALE

LINE TABLE

	BEARING	LENGTH
L1	N 0° 18' 39" E	16.08'
L2	N 0° 18' 39" E	7.81'
L3	N 46° 48' 56" W	32.40'
L4	S 0° 24' 54" W	30.00'
L5	N 89° 57' 16" E	6.00'
L6	S 0° 24' 54" W	8.91'
L7	S 89° 45' 11" E	15.00'
L8	N 0° 24' 54" E	8.99'

INDICATES AREA OF EASEMENT RESERVATION  
49,597 S.F. ±

BULLARD CANAL

NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 1, 13/19

WEST HERNDON AVENUE

N 89° 57' 16" E 1636.57'

VARIES

VARIES

38

30.00'

32

31

TRACT NO. 2619  
GARDEN VIEW  
ESTATES  
PLAT VOL. 28, PG. 66, F.C.R.

MATCH

30

LINE

30

24

23

30.00'

22

TRACT NO. 2619  
GARDEN VIEW  
ESTATES  
PLAT VOL. 28, PG. 66, F.C.R.

13

12

11

10

NORTH VALENTINE AVENUE

42.00' 42.00'

1

2

3

6.00'

5 0° 24' 54" W

5 0° 24' 54" W

42.00' 42.00'

OUTLOT "A"  
40' N 40° 42' 14" E

78

TRACT NO. 2664  
GARDEN VIEW WEST  
PLAT VOL. 30, PG. 23, F.C.R.

EXISTING 15' FRESNO IRRIGATION DISTRICT EASEMENT PER TRACT NO. 2619

RIGHT-OF-WAY FOR BULLARD CANAL

RIGHT-OF-WAY FOR BULLARD CANAL

NORTH 1/4 CORNER OF SECTION 1, 13/19

NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 1, 13/19

N 89° 57' 16" W 1633.77'

N 89° 57' 16" E 1636.57'

N 89° 58' 21" W

N 89° 58' 21" E 2638.74'

SEE ABOVE RIGHT

REF. & REV.

PLAT 1348 & 1349  
PWF 10808

CITY OF FRESNO  
DEPARTMENT OF PUBLIC WORKS

EASEMENT TO BE RESERVED TO THE FRESNO IRRIGATION DISTRICT

PROJ. ID.	PW00307	ISA	010/00/000
FUND NO.	20102	RES TYPE	
ORG. NO.	189901		
DR. BY	AJ	SHEET NO.	1
CH. BY		OF	1 SHEETS
DATE	MAR. 20, 2009		
SCALE	NO SCALE		