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6/20/13

CITY OF FRESNO
City Clerk's Office (Original)

Recording Requested By
And When Recorded Mail To:

**FRESNO IRRIGATION DISTRICT
2907 SOUTH MAPLE AVENUE
FRESNO, CA 93725-2218**

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

**AGREEMENT FOR RELOCATION OF PIPELINE OWNED BY
FRESNO IRRIGATION DISTRICT AND COMMON USE AGREEMENT**

**LOCATION: S/W NEES AND WILLOW
APN: 404-072-10s & 11s and 404-481-18, 19s & 20s
FACILITY: MAUPIN NO. 118 CANAL**

This Agreement is made effective as of ^{June} ~~May~~ 20 2013, 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 an irrigation pipeline identified as the Maupin No. 118 (the "Pipeline") located on the real property more particularly described in Exhibit A hereto (the "Property"). District's easement for the Pipeline is described in that certain Grant of Easement and Right of Way dated January 12, 1966, recorded January 13, 1966 at Book 5263 Page 490 of the Official Records of Fresno County.

B. The Property is located at the southwest corner of the intersection of Willow and Nees Avenues. City desires to widen Willow Avenue and construct certain road, pedestrian and landscaping improvements on the Property, which will require the relocation of the Pipeline.

C. District requires new easements for the relocated Pipeline. City has acquired and provided to District new easements for all portions of the Property except Fresno APN 404-072-10s. These easements are set forth in the following instruments recorded in the Official Records of Fresno County: (i) Grant of Easement dated January 24, 2012, recorded June 11, 2012, as Document No. 2012-0080855-00; (ii) Grant of Easement dated June 26, 2012, recorded July 5, 2012 as Document No. 2012-0093373-00; (iii) Grant of Easement dated January 26, 2012, recorded August 29, 2012, as Document No. 2012-0121380-00; and (iv) Grant of Easement dated December 2, 2011, recorded February 25, 2013, as Document No. 2013-0028719.

D. Fresno APN 404-072-10s is currently the subject of eminent domain litigation (*City of Fresno v. Donald E. Jackley, et. al*, Fresno County Superior Court Case No. 12 CE CG 02346) (the "Eminent Domain Case"). City obtained an Order of Possession on December 12, 2012, pursuant to which it may lawfully take possession and move forward with its construction plans. Following final disposition of the Eminent Domain Case, City will have an easement over, under, and through the Property.

E. The parties desire to provide for the relocation of the Pipeline and the grant of a new easement to District for the Pipeline over Fresno APN 404-072-10s, 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. 404-072-10s Easement. City agrees that upon acquisition of sufficient interest in the Fresno APN 404-072-10s as contemplated in Recital D above (whether by court order or settlement), City shall grant or cause to be granted to District an easement over Fresno APN 404-072-10s 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 Fresno APN 404-072-10s (the "404-072-10s Easement"). District's rights in the 404-072-10s Easement area shall be at least reasonably equivalent to its rights under the 1966 agreement described in Recital A, subject to the City's rights as described in this Agreement. Without limiting the foregoing:

(a) The 404-072-10s 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 the 404-072-10s Easement shall become, and remain the property of District and shall be maintained by District at District's expense and City shall have no obligation, 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.

The easements described in Recital C above and the 404-072-10s Easement are collectively referred to below as the "Easement."

2. 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. District shall not unreasonably withhold such approval. 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.

3. Pipeline Substitution of Canal. City shall relocate that portion of the Pipeline located on the Property as provided below.

(a) City agrees at its expense to lay, construct, and install approximately two thousand and six feet (2,006') of thirty inch (30") 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 \$186,619.00.

(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, 2015, 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 repair any defects in the Project caused by defective parts or workmanship for a period of one (1) year after the acceptance thereof by District, and to pay all costs of such repairs. 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. In the event City's contractor(s) fails to repair or replace any part of the Project during such one (1) year period, District shall have the right, but shall not be obligated to, make any such repairs or replacements that it deems reasonably necessary which is caused by a defect in parts or workmanship, and City shall repay District the cost of any such repairs or replacement with interest at the rate of ten percent (10%) per annum.

(f) Upon District's acceptance of the relocated Pipeline, District agrees to execute a quitclaim deed to City of any interest that District holds in the Property other than the interests described in this Agreement.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

[SIGNATURES ON FOLLOWING PAGE]

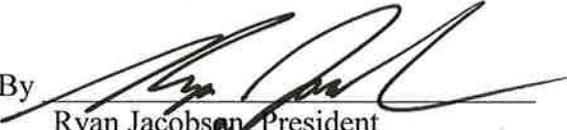
IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

“DISTRICT”

“CITY”

THE FRESNO IRRIGATION DISTRICT, a California irrigation district

THE CITY OF FRESNO, a municipal corporation

By 
Ryan Jacobson, President

By 
Patrick Wiemiller
Public Works Director

By 
Gary R. Serrato, Secretary

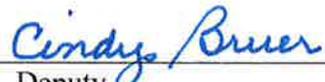
APPROVED AS TO FORM:

DOUGLAS T. SLOAN,
City Attorney

By:  5.31.13
Raj Singh Badhesha, Deputy

ATTEST:

YVONNE SPENCE, CMC
City Clerk

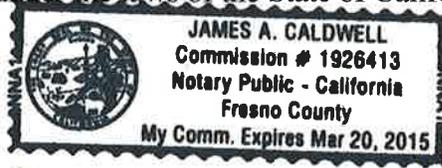
By:  6/25/13
Deputy

STATE OF CALIFORNIA)
)
COUNTY OF FRESNO)

On JUNE 26, 2013, before me, JAMES A CALDWELL, Notary Public,
personally appeared PATRICK WIEMILLER,
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

James A. Caldwell

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 _____

NOTARY SEAL CLARIFICATION

I certify under penalty of perjury that the "Notary Seal" on the document to which this statement is attached reads as follows:

Name of Notary: LYNN B. ROWE

Commission Number: 2005640

Date commission expires: February 26, 2017

State and County of Commission: Fresno,
California

Date: July 16, 2013

Lynn B. Rowe
Signature (Firm name, if any)

Govt. Code, Sec. 27361.7

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On July 16, 2013, before me, Lynn B Rowe, Notary Public,
personally appeared RYAN JACOBSEN 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

Lynn B. Rowe



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

Property

The subject properties are the portion of the northeast quarter of Section 36, Township 12 South, Range 20 East, Mount Diablo Base and Meridian, according to the Official United States Government Township Plat thereof, in the County of Fresno, State of California, more particularly with the following APN:

1. APN 404-481-18
2. APN 404-481-19S
3. APN 404-481-20S
4. APN 404-072-11S
5. APN 404-072-10S

EXHIBIT "B"

SHEET 1 OF 2



PARCEL 1

PARCEL MAP NO. 3129

PARCEL MAP BK. 20, PG. 99, F.C.R.

CURVE TABLE

	RADIUS	DELTA	LENGTH
C1	10.00'	18°11'42"	3.18'
C2	30.00'	18°11'42"	9.53'
C3	45.00'	17°08'46"	13.47'
C4	76.00'	6°20'59"	8.42'

APN 404-072-098

APN 404-072-10S



INDICATES AREA TO BE DEDICATED
5,711 S.F. ±

APN 404-072-11S

TRUE POINT OF BEGINNING

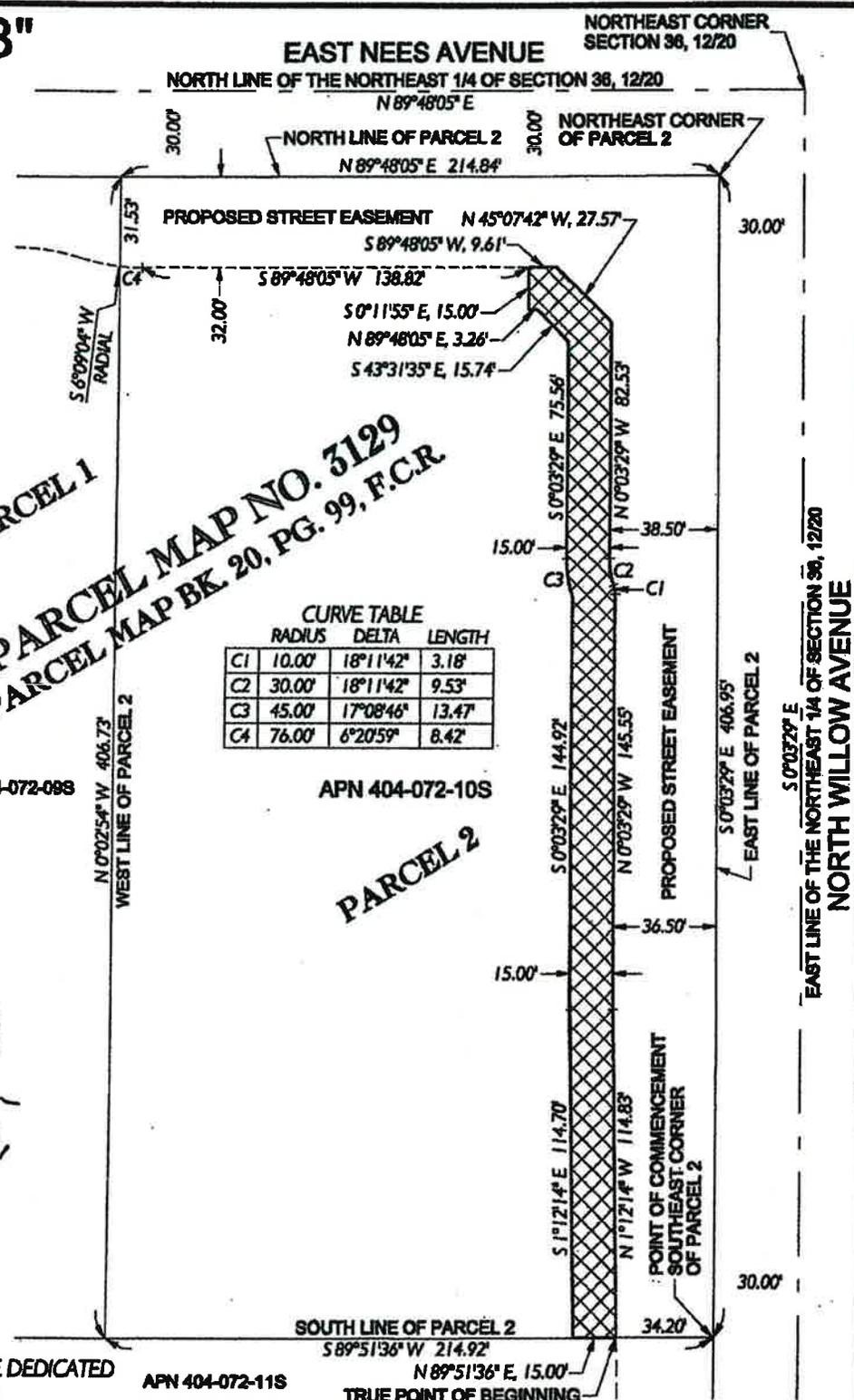
CITY OF FRESNO
DEPARTMENT OF PUBLIC WORKS

**PARCEL TO BE DEDICATED TO THE
FRESNO IRRIGATION DISTRICT AS AN EASEMENT
FOR IRRIGATION PIPELINE PURPOSES**

PROJ. ID. PWD0630 CD# CP001
FUND NO. 22048 RES TYPE
ORG. NO. 18990

DR. BY AJ
CH. BY H.B.
DATE JUN 28, 2011
SCALE NO SCALE

SHEET NO. 1
OF 2 SHEETS



NORTHEAST CORNER SECTION 36, 12/20

EAST NEEZ AVENUE
NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 36, 12/20
N 89°48'05" E

NORTH LINE OF PARCEL 2
N 89°48'05" E 214.84'

NORTHEAST CORNER OF PARCEL 2

PROPOSED STREET EASEMENT
N 45°07'42" W, 27.57'
S 89°48'05" W, 9.61'
S 0°11'55" E, 15.00'
N 89°48'05" E, 3.26'
S 43°31'35" E, 15.74'

S 6°09'04" W
RADIAL

WEST LINE OF PARCEL 2
N 10°02'54" W 406.73'

PARCEL 2

S 0°03'29" E 75.56'
S 0°03'29" E 144.92'
S 0°03'29" E 145.55'

C1

C2

C3

C4

G

N

CI

S 1°12'14" E 114.70'

N 1°12'14" W 114.83'

S 89°51'36" W 214.92'

N 89°51'36" E, 15.00'

PROPOSED STREET EASEMENT

POINT OF COMMENCEMENT SOUTHEAST CORNER OF PARCEL 2

EAST LINE OF PARCEL 2
S 0°03'29" E 406.95'

EAST LINE OF THE NORTHEAST 1/4 OF SECTION 36, 12/20
S 0°03'29" E

NORTH WILLOW AVENUE

EXHIBIT "B"
SHEET 2 OF 2

APN 404-072-10S (portion)
Irrigation pipeline easement

A portion of Parcel 2 of Parcel Map No. 3129, according to the map thereof recorded in Book 20 of Parcel Maps at Page 99, Fresno County Records, situated in the northeast quarter of Section 36, Township 12 South, Range 20 East, Mount Diablo Base and Meridian, according to the Official United States Government Township Plat thereof, in the County of Fresno, State of California, more particularly described as follows:

COMMENCING at the southeast corner of said Parcel 2; thence South $89^{\circ}51'36''$ West, along the south line of said Parcel 2, a distance of 34.20 feet to the TRUE POINT OF BEGINNING of this description; thence North $1^{\circ}12'14''$ West, a distance of 114.83 feet; thence North $0^{\circ}03'29''$ West, parallel with and 36.50 feet west of the east line of said Parcel 2, a distance of 145.55 feet to the beginning of a tangent curve concave westerly and having a radius of 10.00 feet; thence northerly, along the arc of said curve, through a central angle of $18^{\circ}11'42''$, an arc distance of 3.18 feet to the beginning of a reverse curve concave easterly and having a radius of 30.00 feet; thence northerly, along the arc of said curve, through a central angle of $18^{\circ}11'42''$, an arc distance of 9.53 feet; thence North $0^{\circ}03'29''$ West, tangent to last said curve and parallel with and 38.50 feet west of the east line of said Parcel 2, a distance of 82.53 feet; thence North $45^{\circ}07'42''$ West, a distance of 27.57 feet; thence South $89^{\circ}48'05''$ West, parallel with and 32.00 feet south of the north line of said Parcel 2, a distance of 9.61 feet; thence South $0^{\circ}11'55''$ East, a distance of 15.00 feet; thence North $89^{\circ}48'05''$ East, parallel with and 47.00 feet south of the north line of said Parcel 2, a distance of 3.26 feet; thence South $43^{\circ}31'35''$ East, a distance of 15.74 feet; thence South $0^{\circ}03'29''$ East, parallel with and 53.50 feet west of the east line of said Parcel 2, a distance of 75.56 feet to the beginning of a tangent curve concave easterly and having a radius of 45.00 feet; thence southerly, along the arc of said curve, through a central angle of $17^{\circ}08'46''$, an arc distance of 13.47 feet; thence South $0^{\circ}03'29''$ East, non-tangent to last said curve and parallel with and 51.50 feet west of the east line of said Parcel 2, a distance of 144.92 feet; thence South $1^{\circ}12'14''$ East, a distance of 114.70 feet to the south line of said Parcel 2; thence North $89^{\circ}51'36''$ East, along said south line, a distance of 15.00 feet to the TRUE POINT OF BEGINNING.

Contains an area of 5,711 square feet, more or less.

