

15-805
9124115

**AGREEMENT FOR PURCHASE AND SALE OF PROPERTY EASEMENT
AND ESCROW INSTRUCTIONS AND
TEMPORARY CONSTRUCTION EASEMENT RENT**

**Friant-Kern Raw Water Pipeline Project
WC00038**

EARLEEN M. LESHER AS TO AN UNDIVIDED 72% AND THE ESTATE OF VELDA D. LESHER AS TO AN UNDIVIDED 28% AS TO ASSESSOR'S PARCEL NUMBER 580-040-07; EARLEEN LESHER BY GRANT DEED DATED NOVEMBER 4, 1963 AS TO ASSESSOR'S PARCEL NUMBER 580-040-08, hereinafter called the "Seller," without regard to number or gender, hereby agrees to sell to the CITY OF FRESNO, a municipal corporation, hereinafter called the "City," the hereinafter described property easement on the following terms and conditions:

1. The real property which is the subject of this Agreement is situated in the County of Fresno, State of California and may hereinafter for convenience be referred to as the "Subject Property," being a permanent property easement and Temporary Construction Easement (TCE) within of Assessor's Parcel Number 581-040-07 & 08, and which is more particularly described as:

Exhibits "A" "B" "E" and "F" relative to the Permanent Property Easements and Exhibits "C" "D" "G" and "H" for the Temporary Construction Easements attached hereto, and by reference made a part of hereof.

2. The City shall pay to Seller the total purchase price of One Hundred Sixty-One Thousand One Hundred Forty dollars (\$161,140) ("Purchase Price") as just compensation for the permanent easement together with Twenty-Eight Thousand Six Hundred Forty dollars (\$28,640)/year, or any portion thereof, as rent for a temporary construction easement ("TCE Rent"), subject to monthly proration as needed, for the duration of the City's use of the Temporary Construction Easement. The first year of TCE Rent will be paid in advance and received by Seller within thirty (30) days of the City's issuance of the Notice to Proceed. If more than one year of TCE rental is required, the remainder of the TCE Rent due to Seller will be paid upon completion of the project, prorated, per the conditions set forth above. The terms of the Temporary Construction Easement shall not merge with the deed for the permanent property easement, and shall survive recordation of the permanent property easement.

3. It is understood and agreed by and between the parties hereto that the TCE granted to the City in this transaction is for the purpose of allowing the City or its authorized Contractor to enter upon the remaining property of Seller, where necessary, within the temporary construction easement area, and to use equipment and materials thereon, for the purpose of constructing a new raw water pipeline. Said easement imposes upon the City the obligation to exercise such rights where required by the construction project and to leave Seller's remaining property in like condition as found, or better. The City's rental of the Temporary Construction Easement shall commence upon issuance of a Notice to Proceed to

the City's contractor to start construction, and shall terminate when the City provides written notice to Seller that the use of the TCE is no longer necessary.

4. Seller acknowledges that the City has the power to acquire the Subject Property for public purposes by eminent domain. If title does not pass to the City within the time provided by this Agreement, the City may begin eminent domain proceedings to acquire such possession or title. The parties agree and stipulate that the net sum payable to Seller hereunder shall be conclusively deemed to be the total just compensation payable in such proceedings, and this Agreement may be filed with the court as stipulation upon which judgment may be entered in the eminent domain proceeding as to the just compensation to be paid to Seller. Seller waives all other defenses in said proceeding.

5. It is agreed and confirmed by the City and the Seller that notwithstanding other provisions in this Agreement, the right of possession and use of the permanent property easement by the City, including the right to remove and dispose of improvements within the permanent property easement, shall commence upon the City's issuance of the Notice to proceed. The Purchase Price and TCE Rent, includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date. The terms for payment of TCE Rent are set forth in Paragraph 2, above.

6. Seller represents and warrants that it has the authority to make the offer herein made, and that it holds fee title to said real property and can convey the Subject Property free and clear of all liens, encumbrances, and restrictions of record except for the title exceptions noted in 7.b below.

7. The City and the Seller have entered into a Memorandum of Understanding (MOU) to address various construction details that will be incorporated into the final construction plans and specifications.

8. The sale shall be completed through an escrow to be opened at Chicago Title Company, 2540 W. Shaw Lane, Fresno, California, 93711 (Escrow Officer: Suzanne C. Ford). Said escrow shall be opened upon the following terms and conditions, and the Seller and City by their signature to this Agreement make this paragraph their escrow instructions:

- a. The City shall deposit the sums specified in Paragraphs 2 of this Agreement and the closing costs in escrow upon receipt of a demand and statement from said title company therefor.
- b. Payment of said sums, less Seller's cost to clear title, if any, may be made to Seller only when escrow holder possesses and is in a position to deliver to the City a fully executed and acknowledged and recorded grant deed to the subject property, and when said escrow holder stands ready to issue to the City a standard title insurance policy guaranteeing a title to said property in the City free and clear of all liens, encumbrances, and restrictions of record, except for Exception Items 1, 2, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, and 22, contained in the Litigation Guarantee Report No. FWFM-TO14000371 dated

June 10, 2014, from Chicago Title Company. The City reserves the right to approve an updated title report prior to close of escrow.

- c. It is understood that Seller shall be responsible for the payment of all taxes, penalties, redemptions, and costs allocable to the Subject Property. It is further Seller's responsibility to apply to the County Tax Collector for any refund or decrease in taxes which may be granted.
- d. The escrow fee, cost of policy of title insurance, recording fees (if any), and all other closing costs shall be paid by the City. Seller will pay any cost to convey the title to the Subject Property in the condition described in 7.b above.
- e. Disbursements of the purchase price to be in the amounts, at the times, and in all respects in accordance with the terms and conditions and subject to the limitations of this Agreement.
- f. Consent and Subordination from all holders of a Deed of Trust to the property shall be provided prior to close of escrow by Chicago Title Company.

9. Fencing. City Contractor to replace fencing, gates and bracing along western and northern property boundaries as agreed, and in accordance with the plans and specifications. In order to secure property, except for short periods of time during construction, temporary or permanent fencing to be in place at all times.

10. Irrigation Lines and Well Protection. The exact location of irrigation lines is unknown; therefore, the City's Contractor shall verify the location of buried irrigation facilities. The City's Contractor shall replace any damaged irrigation pipes in kind. The City's Contractor shall also protect the existing well on the west side of the property, and shall replace or repair the well equipment (including well casing, pump equipment and fencing) in kind.

11. Other Project Components. A variety of other components will be installed adjacent to, or above, the pipeline to facilitate the project, including air relief valve (ARV) enclosures, blow off valves, corrosion test stations and manhole access vaults. In accordance with the plans and specifications, protective bollards will be installed adjacent to these components to alert the Owner and his/her agents to their locations. The intent of these bollards is to provide a visual alert to their location, and to assist in preventing contact damage resulting from the Owner's activities, including but not limited to damage from farm equipment, trucks, etc. The Owner shall be responsible for any damage to the project components resulting from his/her actions. However damage to these components by incidental contact from livestock will be the City's responsibility, who will maintain and repair future damage to these components that may result from incidental contact with livestock. Damage to these components resulting from other events or circumstances not caused by the Owner will also be the responsibility of the City.

12. Miscellaneous Provisions:

- a. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provision of this Agreement may be waived unless in writing and signed by all parties to this

Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

- b. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement any rights and duties hereunder shall be in Fresno, California.
- c. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.
- d. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability or any one provision in this Agreement shall not affect the other provisions.
- e. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against any party, but rather by construing the terms in accordance with their generally accepted meaning.
- f. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.
- g. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment.
- h. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
- i. Exhibits and Attachments. Each Exhibit and Attachment referenced herein is by such reference incorporated into and made a part of this Agreement for all purposes.
- j. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both the City and the Seller.

13. Time is of the essence of each and every term, condition and covenant hereof.

14. Hazardous Wastes. The Seller has not stored, discharged or abandoned any hazardous substances, as such term is defined by federal or state law, on, in, or under the

easement area, and to Seller's knowledge, there are no hazardous substances on, in or under said easement area. As used in this Agreement, "Seller's knowledge" will be limited to the actual knowledge of EARLEEN M. LESHER, without duty of inquiry or investigation into the matter so qualified. "Seller's knowledge" will not be construed to refer to the knowledge of any other agent or employee or principal of Seller.

15. It is understood and agreed that as a condition precedent hereto, this Agreement shall have no force and effect until approved by the Council for the City of Fresno. This Agreement is to remain open for one hundred and twenty (120 days) from the date hereof, and that upon its duly authorized execution within said time by the City, this Agreement shall become a contract for the purchase and sale of Subject Property binding upon Seller and City, their heirs, executors, administrators, successors in interest, and assigns.

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURES APPEAR ON NEXT PAGE.

Signature Page

IN WITNESS WHEREOF the Seller and Buyer have signed this Agreement on the dates and in the year set forth below.

RECOMMENDED FOR APPROVAL

BY 
Michael Carbajal
Division Manager
City of Fresno-DPU-Water Division

Date 9/3/15

BUYER:
CITY OF FRESNO:
a municipal corporation


Thomas C. Esqueda
Director, Department of Public Utilities

Date 9-25-15

City of Fresno
Water Division
1910 E. University Avenue
Fresno, CA 93703-2927

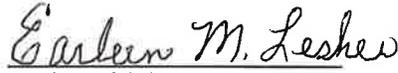
ATTEST:
Yvonne Spence
City Clerk

By  9/25/15
Deputy

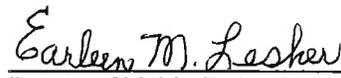
Attachments:

- Exhibit A: Legal Description – Permanent Easement (-07)
- Exhibit B: Permanent Easement Depiction (-07)
- Exhibit C: Legal Description – Temporary Easement (-07)
- Exhibit D: Temporary Easement Depiction (-07)
- Exhibit E: Legal Description – Permanent Easement (-08)
- Exhibit F: Permanent Easement Depiction (-08)
- Exhibit G: Legal Description – Temporary Easement (-08)
- Exhibit H: Temporary Easement Depiction (-08)
- Exhibit I: Litigation Guarantee

SELLERS:


Earleen M. Leshner

Date 9/31/2015


Estate of Velda D. Leshner
Earleen M. Leshner Executor

Date 9/31/2015

Seller's Address:

c/o Dale A. de Goede, Esq.
McCallum & de Goede
Attorneys at Law
1322 E. Shaw Ave., Suite 400
Fresno, California 93710

APPROVED AS TO FORM:
Douglas T. Sloan
City Attorney

By  9.2.15
Deputy
Raj Singh Badhesha

EXHIBIT "A"

Page 1 of 2

APN: 580-040-07 (Portion)
Pipeline Easement

All of that portion of the southwest quarter of Section 7, Township 12 South, Range 21 East, Mount Diablo Base and Meridian, situated in the County of Fresno, State of California, according to the Official United States Government Township Plat thereof, described as follows:

Beginning at the west quarter corner of said Section 7; thence

- 1) South $87^{\circ} 53' 33''$ East, along the north line of the southwest quarter of said Section 7, a distance of 2838.86 feet to the northeast corner of said southwest quarter; thence
- 2) South $00^{\circ} 09' 20''$ West, along the east line of said southwest quarter, a distance of 65.04 feet to a line parallel with and 65.00 feet south of, measured at right angles, the north line of said southwest quarter; thence
- 3) North $87^{\circ} 53' 33''$ West, along said parallel line, a distance of 2773.74 feet to a line parallel with and 65.00 feet east of, measured at right angles, the west line of said southwest quarter; thence
- 4) South $00^{\circ} 05' 00''$ West, along the last said parallel line, a distance of 885.44 feet to the point of beginning of a non-tangent curve, concave westerly, with a radius of 1255.00 feet, a radial to said point bears North $81^{\circ} 49' 46''$ East; thence
- 5) southerly, along the arc of said curve, through a central angle of $8^{\circ} 15' 14''$, an arc distance of 180.79 feet to a line parallel with and 78.00 feet east of, measured at right angles, the west line of said southwest quarter; thence
- 6) South $00^{\circ} 05' 00''$ West, along said parallel line, a distance of 426.39 feet to the beginning of a tangent curve, concave westerly, with a radius of 515.00 feet; thence
- 7) southerly, along the arc of said curve, through a central angle of $12^{\circ} 50' 19''$, an arc distance of 115.40 feet to the beginning of a reverse curve, concave easterly, with a radius of 485.00 feet; thence
- 8) southerly, along the arc of said curve, through a central angle of $12^{\circ} 50' 19''$, an arc distance of 108.68 feet to a line parallel with and 53.00 feet east of, measured at right angles, the west line of said southwest quarter; thence
- 9) South $00^{\circ} 05' 00''$ West, along said parallel line, a distance of 842.94 feet to the northerly right-of-way line of that portion of Copper Avenue previously acquired by the County of Fresno by that Grant Deed recorded September 29, 1981 in Book 7793 at Page 275, Official Records of Fresno County; thence

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W.J. No. 5354

EXHIBIT "A"

Page 2 of 2

- 10) North 88° 14' 58" West, along said northerly right-of-way line, a distance of 3.01 feet; thence
- 11) North 44° 04' 59" West, continuing along said northerly line, a distance of 28.69 feet to a line parallel with and 30.00 feet east of, measured at right angles, the west line of said southwest quarter; thence
- 12) North 00° 05' 00" East, along said parallel line, a distance of 1489.93 feet to the beginning of a tangent curve, concave westerly, with a radius of 1030.00 feet; thence
- 13) northerly, along the arc of said curve, through a central angle of 6° 25' 00", an arc distance of 115.35 feet; thence
- 14) North 06° 20' 00" West, a distance of 210.70 feet to the west line of said southwest quarter; thence
- 15) North 00° 05' 00" East, along said west line, a distance of 789.40 feet to the Point of Beginning.

Containing an area of 6.81 acres, more or less.

END OF DESCRIPTION



Date
Signed 2/7/14

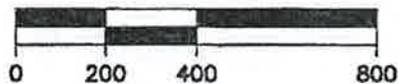
2010-085
15-A-8784
W.J. No. 5354

EXHIBIT "B"

(PAGE 1 OF 2)



1" = 400'
SCALE IN FEET



N.W. 1/4
SEC. 7
12/21

C. 1/4 COR.
SEC. 7, 12/21
S00°09'20"W
65.04'

EAST LINE OF THE SW
1/4 OF SECTION 7, 12/21

NORTH LINE OF THE SW
1/4 OF SECTION 7, 12/21

APN: 580-040-07

S.W. 1/4 SEC. 7 12/21

P.O.B.
W. 1/4 COR.
SEC. 7, 12/21

65'
MATCH LINE
SEE SHEET 2

WEST LINE OF THE SW
1/4 OF SECTION 7, 12/21

APN:
579-074-47

WILLOW AVENUE



DATE SIGNED: 2/7/14

LEGEND

AREA TO BE DEEDED FOR UNDERGROUND PIPELINE PURPOSES (6.81 ACRES)

P.O.B. POINT OF BEGINNING



JOB NO. 12640702

REF. & REV.
2010-085

CITY OF FRESNO
DEPARTMENT OF PUBLIC WORKS

PROJ. ID. WC00038
FUND NO. 401B
ORG. NO. 411501

PLAT NO. 0002
WJ 5354

PORTION of
S.W. 1/4, SEC. 7, T.12 S., R.21 E., M.D.B. & M.
To be Deeded for PIPELINE PURPOSES

DR. BY JDL
CH. BY MDH
DATE 02/06/14
SCALE 1" = 400'

SHEET NO. 1
OF 2 SHEETS
15-A-8784

EXHIBIT "B"

(PAGE 2 OF 2)

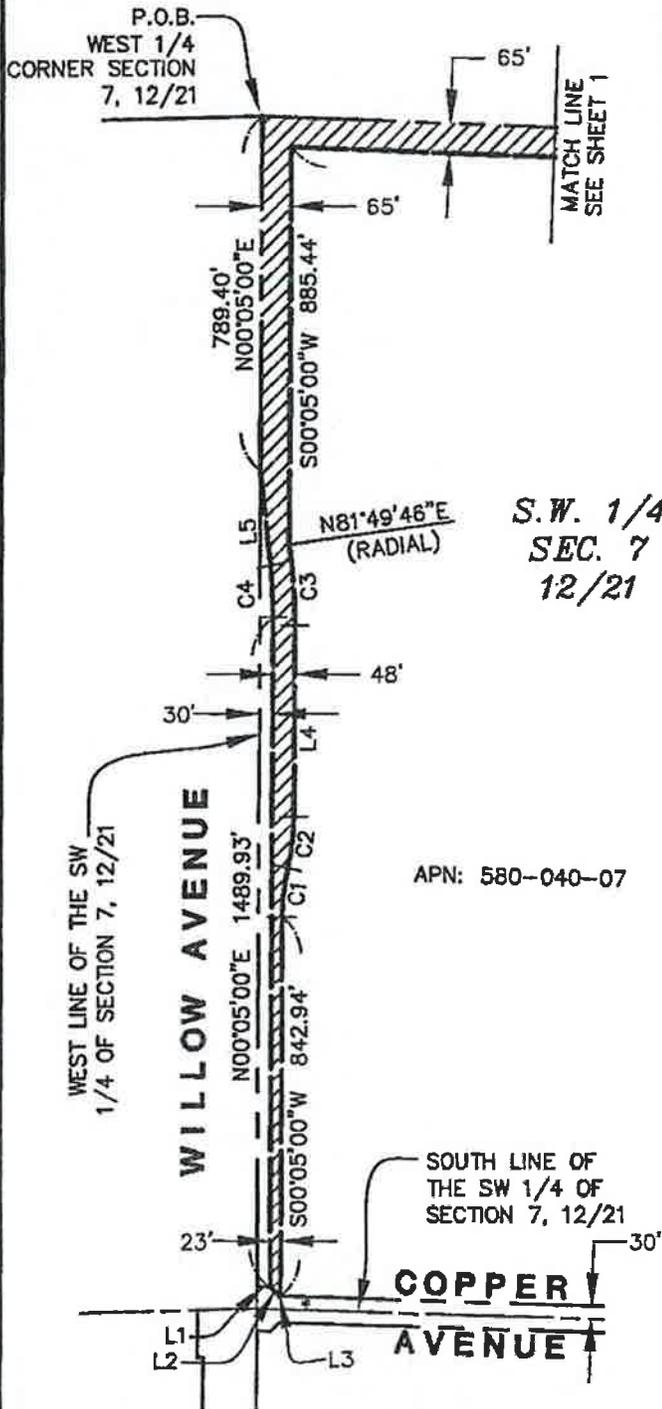
LEGEND



AREA TO BE DEEDED FOR UNDERGROUND PIPELINE PURPOSES (6.81 ACRES)

P.O.B. POINT OF BEGINNING

PREVIOUSLY GRANTED IN FEE SIMPLE TO THE COUNTY OF FRESNO BY THAT DEED RECORDED 9/29/1981 IN BOOK 7793 AT PAGE 275, O.R.F.C.



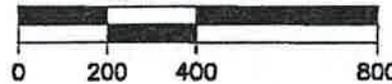
S.W. 1/4
SEC. 7
12/21

APN: 580-040-07



DATE SIGNED: 2/7/14

1" = 400'
SCALE IN FEET



CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	485.00	108.68	12°50'19"
C2	515.00	115.40	12°50'19"
C3	1255.00	180.79	8°15'14"
C4	1030.00	115.35	6°25'00"

LINE TABLE		
LINE	BEARING	LENGTH
L1	N88°14'58"W	30.00
L2	N44°04'59"W	28.69
L3	N88°14'58"W	3.01
L4	S00°05'00"W	426.39
L5	N06°20'00"W	210.70

PROVOST & PRITCHARD
PROFESSIONAL LAND SURVEYORS
An Employee Owned Company
200 WEST DENVER STREET
FRESNO, CALIFORNIA 93704-1002
202/448-2700 FAX 202/448-2705
www.provost.com

JOB NO. 13410702

REF. & REV.
2010-065

PLAT NO. 0002
WJ 5354

CITY OF FRESNO
DEPARTMENT OF PUBLIC WORKS

PORTION of
S.W. 1/4, SEC. 7, T.12 S., R.21 E., M.D.B. & M.
To be Deeded for PIPELINE PURPOSES

PROJ. ID. W000035
FUND NO. 40118
ORG. NO. 411501

DR. BY JDL
CH. BY MDH
DATE 02/06/14
SCALE 1" = 400'

SHEET NO. 2
OF 2 SHEETS
15-A-8784

EXHIBIT "C"

Page 1 of 2

APN: 580-040-07 (Portion)
Construction Easement

All of that portion of the southwest quarter of Section 7, Township 12 South, Range 21 East, Mount Diablo Base and Meridian, situated in the County of Fresno, State of California, according to the Official United States Government Township Plat thereof, described as follows:

Commencing at the west quarter corner of said Section 7; thence South $00^{\circ} 05' 00''$ West, along the west line of the southwest quarter of said Section 7, a distance of 65.04 feet to a line parallel with and 65.00 feet south of, measured at right angles, the north line of said southwest quarter; thence South $87^{\circ} 53' 33''$ East, along said parallel line, a distance of 65.04 feet to the True Point of Beginning of this description; thence

- 1) South $87^{\circ} 53' 33''$ East, continuing along said parallel line, a distance of 2773.74 feet to the east line of said southwest quarter; thence
- 2) South $00^{\circ} 09' 20''$ West, along the east line of said southwest quarter, a distance of 135.08 feet to a line parallel with and 200.00 feet south of, measured at right angles, the north line of said southwest quarter; thence
- 3) North $87^{\circ} 53' 33''$ West, along said parallel line, a distance of 1325.79 feet; thence
- 4) North $02^{\circ} 06' 27''$ East, a distance of 110.00 feet to a line parallel with and 90.00 feet south of, measured at right angles, the north line of said southwest quarter; thence
- 5) North $87^{\circ} 53' 33''$ West, along the last said parallel line, a distance of 1426.65 feet to a line parallel with and 90.00 feet east of, measured at right angles, the west line of said southwest quarter; thence
- 6) South $00^{\circ} 05' 00''$ West, along the last said parallel line, a distance of 781.72 feet to the point of beginning of a non-tangent curve, concave westerly, with a radius of 1293.00 feet, a radial to said point bears North $78^{\circ} 34' 26''$ East; thence
- 7) southerly, along the arc of said curve, through a central angle of $11^{\circ} 30' 34''$, an arc distance of 259.74 feet to a line parallel with and 116.00 feet east of, measured at right angles, the west line of said southwest quarter; thence
- 8) South $00^{\circ} 05' 00''$ West, along said parallel line, a distance of 426.39 feet to the beginning of a tangent curve, concave westerly, with a radius of 553.00 feet; thence
- 9) southerly, along the arc of said curve, through a central angle of $12^{\circ} 50' 19''$, an arc distance of 123.91 feet to the beginning of a reverse curve, concave easterly, with a radius of 447.00 feet; thence

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W.J. No. 5354

EXHIBIT "C"

Page 2 of 2

- 10) southerly, along the arc of said curve, through a central angle of $12^{\circ} 50' 19''$, an arc distance of 100.16 feet to a line parallel with and 91.00 feet east of, measured at right angles, the west line of said southwest quarter; thence
- 11) South $00^{\circ} 05' 00''$ West, along said parallel line, a distance of 844.04 feet to the northerly right-of-way line of that portion of Copper Avenue previously acquired by the County of Fresno by that Grant Deed recorded September 29, 1981 in Book 7793 at Page 275, Official Records of Fresno County; thence
- 12) North $88^{\circ} 14' 58''$ West, along said northerly right-of-way line, a distance of 38.02 feet to a line parallel with and 53.00 feet east of, measured at right angles, the west line of said southwest quarter; thence
- 13) North $00^{\circ} 05' 00''$ East, along said parallel line, a distance of 842.94 feet to the beginning of a tangent curve, concave easterly, with a radius of 485.00 feet; thence
- 14) northerly, along the arc of said curve, through a central angle of $12^{\circ} 50' 19''$, an arc distance of 108.68 feet to the beginning of a reverse curve, concave westerly, with a radius of 515.00 feet; thence
- 15) northerly, along the arc of said curve, through a central angle of $12^{\circ} 50' 19''$, an arc distance of 115.40 feet to a line parallel with and 78.00 feet east of, measured at right angles, the west line of said southwest quarter; thence
- 16) North $00^{\circ} 05' 00''$ East, a distance of 426.39 feet to the beginning of a tangent curve, concave westerly, with a radius of 1255.00 feet; thence
- 17) northerly, along the arc of said curve, through a central angle of $8^{\circ} 15' 14''$, an arc distance of 180.79 feet to a line parallel with and 65.00 feet east of, measured at right angles, the west line of said southwest quarter; thence
- 18) North $00^{\circ} 05' 00''$ East, along said parallel line and non-tangent to the last said curve, a distance of 885.44 feet to the True Point of Beginning.

Containing an area of 6.90 acres, more or less.

END OF DESCRIPTION

2010-085T
15-A-8784T
W.J. No. 5354



Date
Signed 2/17/14

EXHIBIT "D"

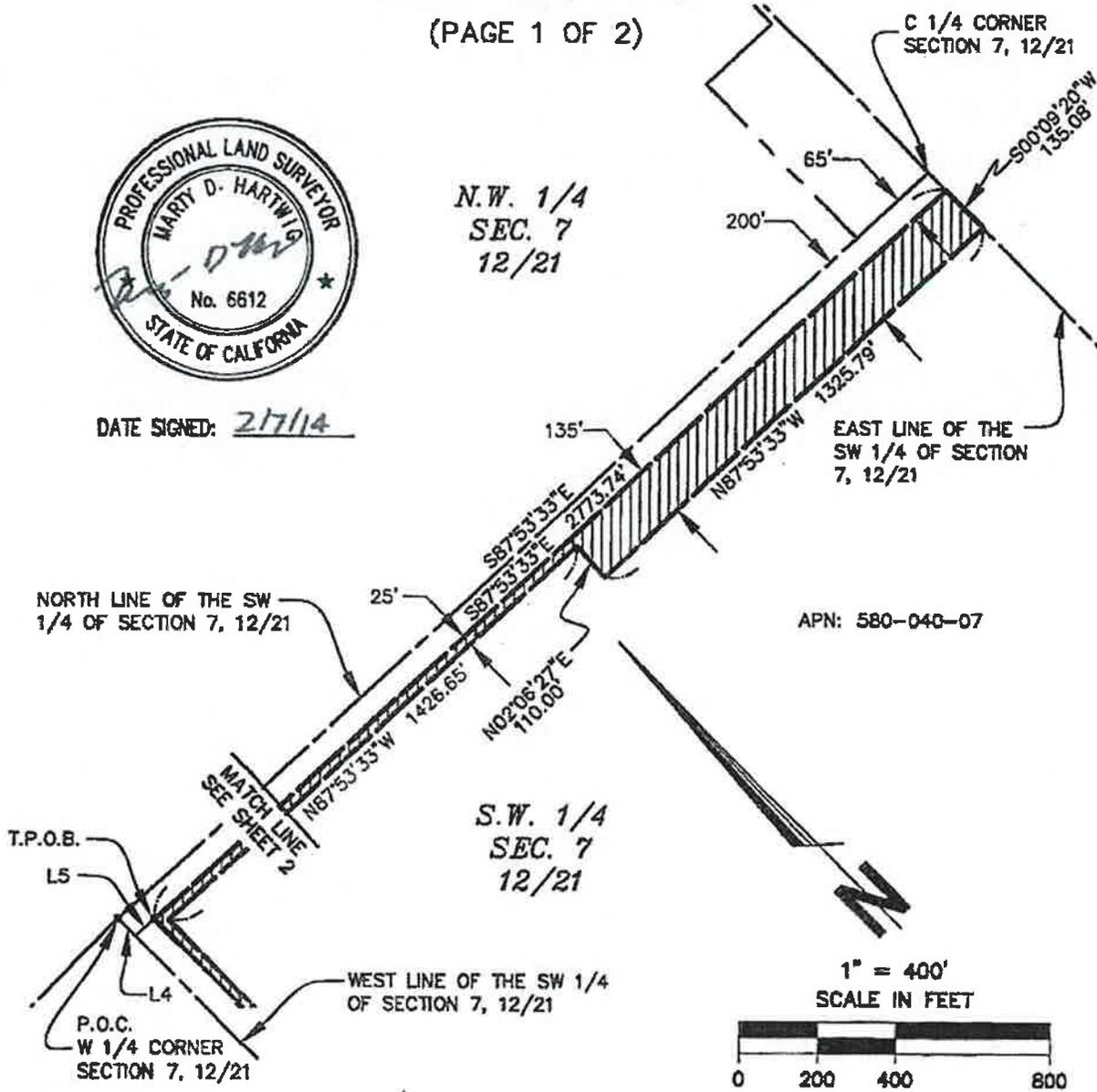
(PAGE 1 OF 2)



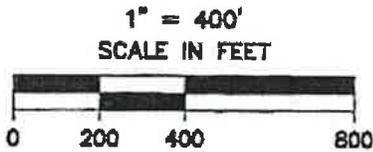
DATE SIGNED: 2/7/14

N.W. 1/4
SEC. 7
12/21

S.W. 1/4
SEC. 7
12/21



APN: 580-040-07



LEGEND

AREA FOR TEMPORARY CONSTRUCTION PURPOSES (6.90 ACRES)

P.O.C. POINT OF COMMENCEMENT

T.P.O.B. TRUE POINT OF BEGINNING

LINE TABLE		
LINE	BEARING	LENGTH
L4	S00°05'00"W	65.04
L5	S87°53'33"E	65.04

PROVOST & PRITCHARD
All Rights Reserved

2014-01-14
PROVOST & PRITCHARD
1000-1000 Ave 200-1000
Fresno, CA 93701

REF. & REV.
2010-085T

PLAT NO. 0364
WJ 5354

CITY OF FRESNO
DEPARTMENT OF PUBLIC WORKS

PORTION of
S.W. 1/4, SEC. 7, T.12 S., R.21 E., M.D.B. & M.
for TEMPORARY CONSTRUCTION PURPOSES

PROJ. ID. WC00036
FUND NO. 40118
ORG. NO. 411501

DR. BY JOL
CH. BY MDH
DATE 06/29/12
SCALE 1" = 400'

SHEET NO. 1
OF 2 SHEETS
15-A-8784T

EXHIBIT "D"

(PAGE 2 OF 2)

LEGEND



AREA FOR TEMPORARY CONSTRUCTION PURPOSES (6.90 ACRES)

P.O.C.

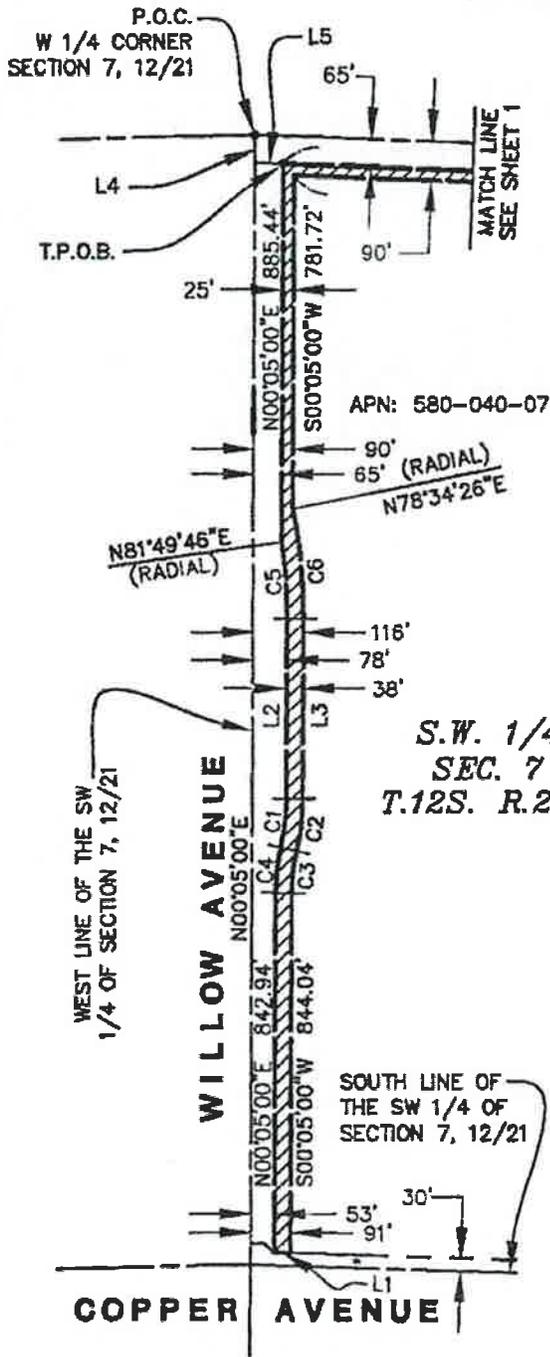
POINT OF COMMENCEMENT

T.P.O.B.

TRUE POINT OF BEGINNING

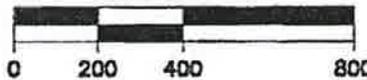
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PREVIOUSLY GRANTED IN FEE SIMPLE TO THE COUNTY OF FRESNO BY THAT DEED RECORDED 9/29/1981 IN BOOK 7793 AT PAGE 275, O.R.F.C.



DATE SIGNED: 2/7/14

1" = 400'
SCALE IN FEET



CURVE	RADIUS	LENGTH	DELTA
C1	515.00	115.40	12°50'19"
C2	553.00	123.91	12°50'19"
C3	447.00	100.16	12°50'19"
C4	485.00	108.68	12°50'19"
C5	1255.00	180.79	8°15'14"
C6	1293.00	259.74	11°30'34"

LINE	BEARING	LENGTH
L1	N88°14'58"W	38.02
L2	N00°05'00"E	426.39
L3	S00°05'00"W	426.39
L4	S00°05'00"W	65.04
L5	S87°53'33"E	65.04

PROVOST & PRITCHARD

An Employee Owned Company
 200 WEST BEAVER AVENUE
 FRESNO, CALIFORNIA 93702
 558-2262 FAX 558-44-2714

JOB NO. 1320722

REF. & REV. 2010-085T

PLAT NO. 0384 WJ 5354

CITY OF FRESNO
DEPARTMENT OF PUBLIC WORKS

PORTION of
S.W. 1/4, SEC. 7, T.12 S, R.21 E, M.D.B. & M.
for TEMPORARY CONSTRUCTION PURPOSES

PROJ. ID. WC00038
FUND NO. 40118
ORG. NO. 41150

DR. BY JDL
CH. BY MDH
DATE 06/29/12
SCALE 1" = 400'

SHEET NO. 2
OF 2 SHEETS
15-A-8784T

EXHIBIT "E"

Page 1 of 1

APN: 580-040-08 (Portion)
Pipeline Easement

All of that portion of the southeast quarter of Section 7, Township 12 South, Range 21 East, Mount Diablo Base and Meridian, situate in the County of Fresno, State of California, according to the Official United States Government Township Plat thereof, being more particularly described as follows:

An easement for pipeline purposes 65.00 feet wide more particularly described as follows:

The northerly 65.00 feet of the westerly 47.00 feet of said southeast quarter.

Containing an area of 3,057 square feet, more or less.

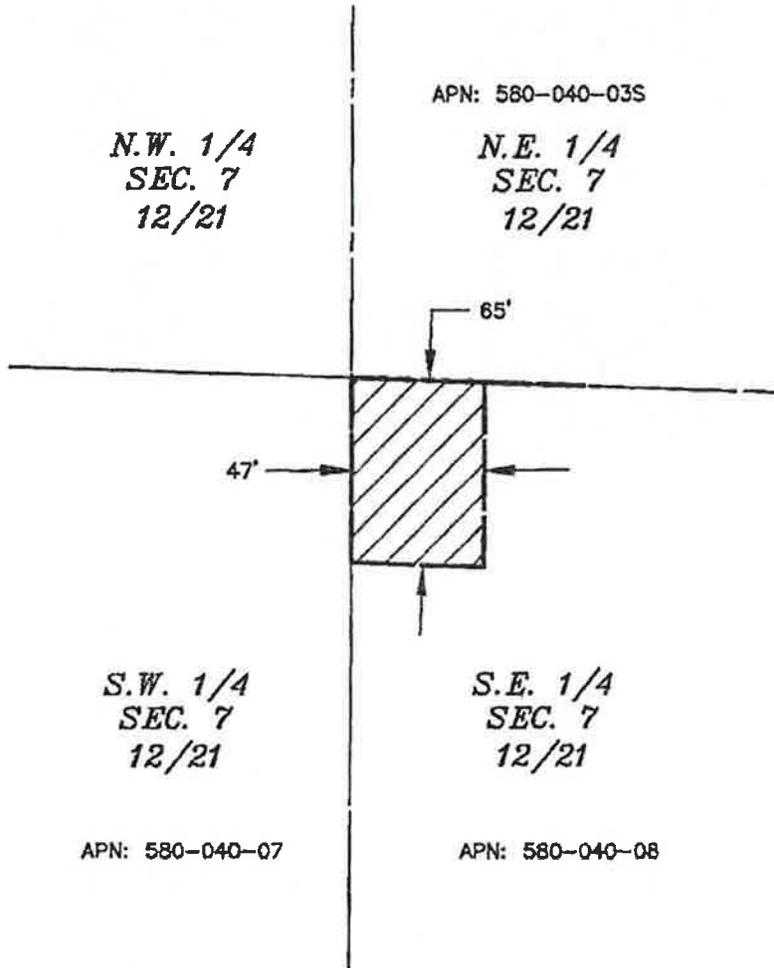
END OF DESCRIPTION



Date
Signed 2/7/14

2010-084
15-A-8783
W.J. No. 5354

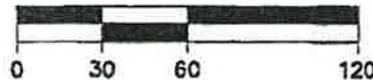
EXHIBIT "F"



DATE SIGNED: 2/7/14



1" = 60'
SCALE IN FEET



LEGEND

 AREA TO BE DEEDED FOR UNDERGROUND PIPELINE PURPOSES (3,057 SQ. FT.)

PROVOST & PRITCHARD
An Employee Owned Company

JOB NO. 1084002
PAC. NO. 0000038
SEE MDT OWNERS RECORD
TRIAL, CALIFORNIA 607-016
884/88-218 FAX 884/88-274
www.ppr.com

REF. & REV.
2010-084

PLAT NO. 0002
WJ 5354

CITY OF FRESNO
DEPARTMENT OF PUBLIC WORKS

PORTION of
S.E. 1/4, SEC. 7, T.12 S., R.21 E., M.D.B. & M.
To be Deeded for PIPELINE PURPOSES

PROJ. ID. WC00038
FUND NO. 40118
DRG. NO. 411501

DR. BY BMG
CH. BY MDH
DATE 07/21/11
SCALE 1" = 60'

SHEET NO. 1
OF 1 SHEETS
15-A-8783

EXHIBIT "G"
Page 1 of 1

APN: 580-040-08 (Portion)
Construction Easement

All that portion of the Southeast quarter of Section 7, Township 12 South, Range 21 East, Mount Diablo Base and Meridian, situate in the County of Fresno, State of California, according to the Official United States Government Township Plat thereof, being more particularly described as follows:

An easement for construction purposes described as follows:

The northerly 200.00 feet of the westerly 72.00 feet of said southeast quarter.

EXCEPTING THEREFROM:

The northerly 65.00 feet of the westerly 47.00 feet of said southeast quarter.

Containing an area of 11,338 square feet, more or less.

END OF DESCRIPTION



Date
Signed 2/7/14

2010-084T
15-A-8783T
W.J. No. 5354

EXHIBIT "H"

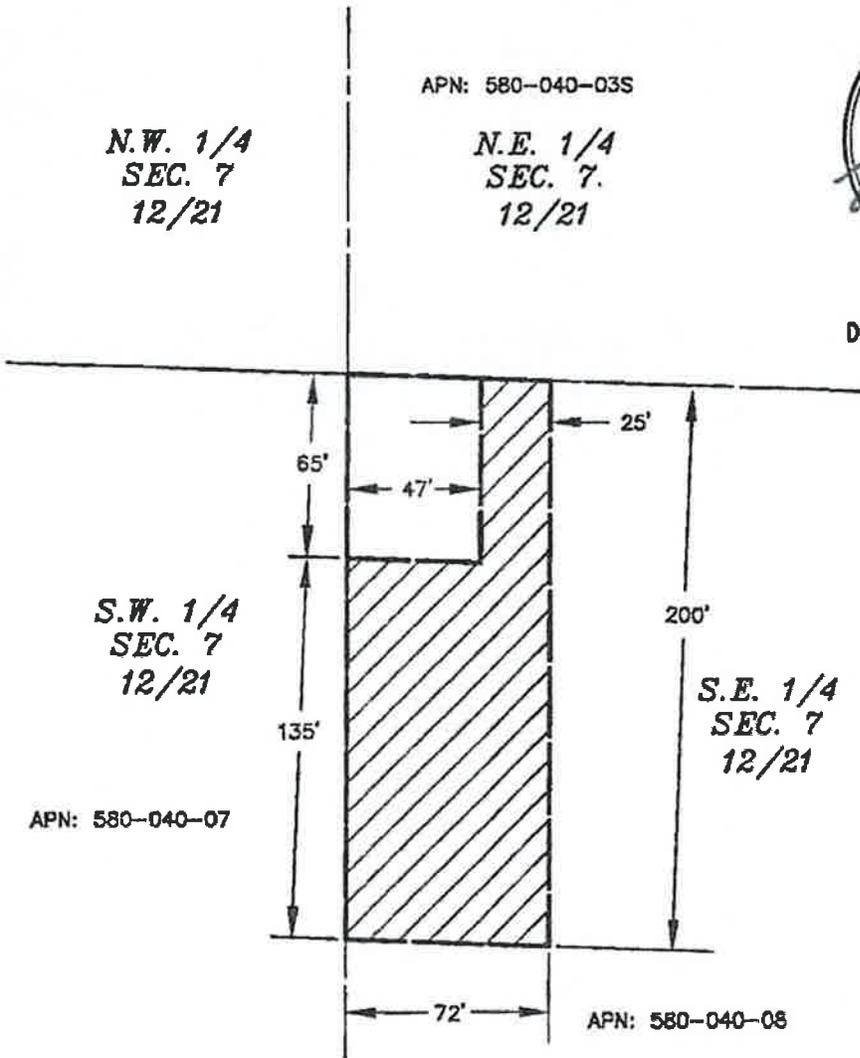
APN: 580-040-03S

N.W. 1/4
SEC. 7
12/21

N.E. 1/4
SEC. 7.
12/21

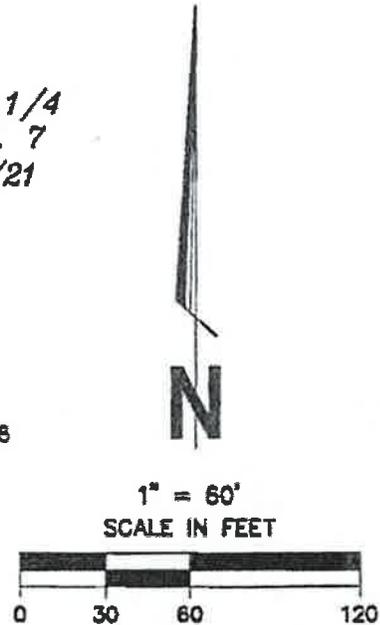


DATE SIGNED: 2/7/14



LEGEND

 AREA FOR TEMPORARY CONSTRUCTION PURPOSES (11,338 SQ. FT.)



PROVOST & PRITCHARD

An Employee Owned Company
225 WEST GARDEN AVENUE
FRESNO, CALIFORNIA 93704-4002
TEL: (559) 233-7400 FAX: (559) 233-7401
www.provost.com

JOB NO. 1306002
DWG. NO.

REF. & REV.
2010-084T

PLAT NO. 0002
WJ 5354

CITY OF FRESNO
DEPARTMENT OF PUBLIC WORKS

PORTION of
S.E. 1/4, SEC. 7, T.12 S., R.21 E., M.D.B. & M.
for TEMPORARY CONSTRUCTION PURPOSES

PROJ. ID. WJ000038
FUND NO. 40118
ORG. NO. 411501

DR. BY BWG
CH. BY MDH
DATE 07/21/11
SCALE 1" = 60'

SHEET NO. 1
OF 1 SHEETS
15-A-B783T

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Attached to Guarantee Number:

FWFM-TO14000371

Charge: \$0.00

The Litigation Guarantee is hereby amended as follows:

- A. Paragraph(s) None of Part I of Schedule B is (are) hereby deleted from Part I of Schedule B and added to Part II of Schedule B as Paragraph(s) None
- B. The paragraph(s) added to Part II of Schedule B by Paragraph A of this endorsement are hereby amended as follows:
None
- C. Schedule C is hereby amended by adding the following:
None

No further examination has been made as to taxes, bonds and/or assessments.

This endorsement is made a part of the guarantee and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the guarantee and any prior endorsements, nor does it extend the effective date of the guarantee and any prior endorsements, nor does it increase the face amount thereof.

Chicago Title Insurance Company

Dated: December 12, 2014

Countersigned By:

A handwritten signature in cursive script that reads "Mark W. Barsoth".

Authorized Officer or Agent

EXHIBIT "I"

CLTA LITIGATION

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Guarantee Number:

FWFM-TO14000371

SUBJECT TO THE LIMITATIONS CONTAINED HEREIN, THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE.

CHICAGO TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

the Assured named in Schedule A against loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records, as of Date of Guarantee shown in Schedule A:

- 1. The title to the herein described estate or interest is vested in the vestee named in Schedule A.
2. Except for the matters shown in Schedule B, there are no defects, liens, encumbrances or other matters affecting title to the estate or interest in the land shown in Schedule A, which matters are not necessarily shown in the order of their priority.
3. a) the current interest holders claiming some right, title or interest by reason of the matters shown in Part II of Schedule B are as shown therein.
b) the current interest holders claiming some right, title or interest by reason of the matters shown in Part I of Schedule B may also be necessary parties defendant in an action, the nature of which is referred to in Schedule A.
4. The return address for mailing after recording, if any, as shown on each and every document referred to in Part II of Schedule B by specific recording information, and as shown on the document(s) vesting title as shown in Schedule A are as shown in Schedule C.

THIS LITIGATION GUARANTEE IS FURNISHED SOLELY FOR THE PURPOSE OF FACILITATING THE FILING OF THE ACTION REFERRED TO IN SCHEDULE A. IT SHALL NOT BE USED OR RELIED UPON FOR ANY OTHER PURPOSE.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused this Guarantee to be signed and sealed by its duly authorized officers.

Chicago Title Company
2540 W. Shaw Lane, Suite 112
Fresno, CA 93711

Countersigned By:

Mark W. Bersoff

Authorized Officer or Agent



Chicago Title Insurance Company

By:

[Signature]

President

Attest:

[Signature]

Secretary

ISSUING OFFICE:
Title Officer: Laura Marquez Chicago Title Company 2540 W. Shaw Lane, Suite 112 Fresno, CA 93711 Phone: (559)492-4217 Fax: (559)488-8530 Main Phone: (559)492-4208 Email: lmarquez@fnf.com

SCHEDULE A

LIABILITY	FEE	TITLE OFFICER
\$50,000.00	\$500.00	Laura Marquez

1. NAME OF ASSURED: City of Fresno
2. DATE OF GUARANTEE: June 10, 2014 at 08:00AM
3. THIS LITIGATION GUARANTEE IS FURNISHED SOLELY FOR THE PURPOSE OF FACILITATING THE FILING OF AN ACTION TO:
 Eminent Domain
4. THE ESTATE OR INTEREST IN THE LAND WHICH IS COVERED BY THIS GUARANTEE IS:
 A Fee
5. TITLE TO THE ESTATE OR INTEREST IN THE LAND IS VESTED IN:
 Earleen Leshar by Grant Deed dated November 04, 1963, as to Parcel 1; and Earleen M. Leshar, as to an undivided 72%, and Velda D. Leshar, as to an undivided 28%, as to Parcel 2
6. THE LAND REFERRED TO IN THIS GUARANTEE IS DESCRIBED AS FOLLOWS:
 SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 580-040-07 and 580-040-08

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF FRESNO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel 1: (Apn: 580-040-08)

The North half of the West half of the Southeast quarter (N ½ Se½) of Section 7, Township 12 South, Range 21 East, M.D.B.&M., in the County of Fresno, State of California, according to the Official Plat thereof. Containing approximately 40 Acres, more or less.

Excepting therefrom, an undivided one-half interest in all oil, gold or other minerals that may be situated in or under said land, or may be hereafter discovered in or under said land, together with the right to enter said property for the purpose of removing the same as reserved by Harry W. Ball and Pearl Ball, in Document recorded in Book 605, Page 272, of Official Records.

Parcel 2: (Apn: 580-040-07)

The Fractional Section SW ¼ of Section 7, Township 12 South, Range 21 East, M.D.B.&M, in the County of Fresno, State of California, according to the Official Plat thereof.

Excepting therefrom, that portion conveyed to the County of Fresno in Document recorded in Book 7793, Page 275 of Official Records, and described as follows:

The South 30 feet of the Southwest quarter of Section 7, Township 12 South, Range 21 East, M.D.B.&M, in the County of Fresno, State of California, according to the Official Plat thereof.

Also a parcel of land described as follows:

Beginning at the intersection of the North boundary of said South 30 feet and the West boundary of said Southwest quarter; thence,

- (1) North 0° 08' 22" West along said West boundary quarter; thence
- (2) South 88° 28' 32" East parallel with said North boundary, 30.00 feet; thence,
- (3) South 44° 18' 27" East, 28.69 feet to said North boundary; thence,
- (4) North 88° 28' 32" West, 50.00 feet to the Point of Beginning.

Also excepting therefrom, an undivided one-half interest in all oil, gold or other minerals that may be situated in or under said land, or may be hereafter discovered in or under said land, together with the right to enter said property for the purpose of removing the same as reserved by Harry W. Ball and Pearl Ball, in Document recorded in Book 605, Page 272, of Official Records.

SCHEDULE B

PART I

Defects, liens, encumbrances or other matters affecting title:

1. Reservations contained in the Patent

From: The United States of America
To: Isaiah S. Beach
Recording Date: April 10, 1876
Recording No.: in Book "I", Page 43, of Patents

Which among other things recites as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by local customs, laws and decisions of the courts; and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

2. Reservations contained in the Patent

From: The United States of America
To: James Shorten
Recording Date: April 10, 1876
Recording No.: in Book "I", Page 44, of Patents

Which among other things recites as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by local customs, laws and decisions of the courts; and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

3. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2014-2015.

4. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 076-005
Tax Identification No.: 580-040-07
Fiscal Year: 2013-2014
1st Installment: \$3,966.85 Paid
2nd Installment: \$3,966.85 Paid
Exemption: \$7,000.00
Land: \$587,715.00
Improvements: \$74,371.00
Personal Property: \$0.00

SCHEDULE B

(continued)

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

Affects: Parcel 2

5. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area:	076-005
Tax Identification No.:	580-040-08
Fiscal Year:	2013-2014
1st Installment:	\$835.65 Paid
2nd Installment:	\$835.65 Paid
Exemption:	\$0.00
Land:	\$132,066.00
Improvements:	\$5,231.00
Personal Property:	\$0.00

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

Affects: Parcel 1

6. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
7. Taxes and assessments levied by the Fresno Irrigation District.
8. Taxes and assessments levied by the Sierra Resource Conservation District.
9. **Said land** lies within the boundaries of the Fresno Metropolitan Flood Control District and is subject to the potential of the payment of drainage fees and/or the requirement of construction of drainage facilities as a condition of development, reconstruction, additions or alterations associated with said land.

If the parties involved in this transaction desire further information as to the effect this resolution may have on said land, they may contact Fresno Metropolitan Flood Control District at (559) 456-3292.

10. Rights of the public to any portion of the Land lying within the area commonly known as Willow Avenue, Copper Avenue and Auberry Road.
11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- | | |
|-----------------|--|
| Granted to: | County of Fresno |
| Purpose: | Right of way |
| Recording Date: | January 5, 1881 |
| Recording No.: | in Book "T", Pages 560 through 563, of Deeds |
| Affects: | Those portions of said land as described therein |

SCHEDULE B

(continued)

12. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: County of Fresno
Purpose: Public roads and incidental purposes
Recording Date: July 18, 1886
Recording No.: in Book 52, Page 18, of Deeds
Affects: That portion of said land as described therein

13. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: County of Fresno
Purpose: Public roads and incidental purposes
Recording Date: March 6, 1888
Recording No.: in Book 78, Page 261, of Deeds
Affects: That portion of said land as described therein

14. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: County of Fresno
Purpose: Public roads and incidental purposes
Recording Date: April 8, 1889
Recording No.: in Book 92, Page 467, of Deeds
Affects: That portion of said land as described therein

15. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Pacific Gas and Electric Company, a California Corporation
Purpose: Public utilities and incidental purposes
Recording Date: September 20, 1946
Recording No.: 63615, in Book 2407, Page 206, of Official Records
Affects: That portion of said land as described therein

16. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters shown on

Map: Record of Survey
Recording Date: May 15, 1968
Recording No.: in Book 24, Page 59, of Record of Surveys

17. Matters contained in that certain document

Entitled: Right of Way Agreement
Dated: June 3, 1964
Executed by: Earleen M. Leshner and Velda D. Leshner
Recording Date: June 26, 1964
Recording No.: 50119, in Book 5028, Page 438, of Official Records

Reference is hereby made to said document for full particulars.

SCHEDULE B

(continued)

18. Matters contained in that certain document

Entitled: Garfield Telephone Company, Consent for Joint Use of Right of Way
Dated: March 30, 1962
Executed by: Garfield Telephone Company
Recording Date: October 11, 1966
Recording No.: 73212, in Book 5366, Page 298, of Official Records

Reference is hereby made to said document for full particulars.

19. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Garfield Water District, a public water district
Purpose: Pipe lines and incidental purposes
Recording Date: November 10, 1966
Recording No.: 81328, in Book 5376, Page 535, of Official Records
Affects: This and other property

20. Matters contained in that certain document

Entitled: Resolution to Convey Right of Way Property to the United States of America (P.S. 130 Project)
Dated: November 9, 1966
Executed by: Garfield Water District
Recording Date: December 14, 1966
Recording No.: 89037, in Book 5387, Page 467, of Official Records

Reference is hereby made to said document for full particulars.

21. Matters contained in that certain document

Entitled: Resolution of the Board of Directors of Garfield Water District, Quitclaim Deed
Dated: October 27, 1966
Executed by: Garfield Water District
Recording Date: December 14, 1966
Recording No.: 89038, in Book 5387, Page 474, of Official Records

Reference is hereby made to said document for full particulars.

22. Matters contained in that certain document

Entitled: Right Of Way Deed
Dated: November 9, 1966
Executed by: Garfield Water District, a California Water District
Recording Date: July 28, 1967
Recording No.: 50682, in Book 5464, Page 283, of Official Records

Reference is hereby made to said document for full particulars.

and re-recorded August 8, 1967, as Document No. 53145, in Book 5468, Page 142, of Official Records.

SCHEDULE B
(continued)

23. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

END OF SCHEDULE B - PART I

SCHEDULE B

PART II

NONE

END OF SCHEDULE B - PART II

SCHEDULE C

ADDRESSES

Vested Owner:

Earleen Leshar
Velda D. Leshar
3310 E. Copper Ave
Clovis CA 93619

END OF SCHEDULE C

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
 - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
 - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
 - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
 - (c) The identity of any party shown or referred to in Schedule A.
 - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS (09/12/08)**1. DEFINITION OF TERMS**

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A), (C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A), (C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. NOTICE OF CLAIM TO BE GIVEN BY ASSURED CLAIMANT

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. NO DUTY TO DEFEND OR PROSECUTE

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. COMPANY'S OPTION TO DEFEND OR PROSECUTE ACTIONS; DUTY OF ASSURED CLAIMANT TO COOPERATE

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

(continued)

5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company, to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

7. DETERMINATION AND EXTENT OF LIABILITY

This Guarantee is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A or in Part 2;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

8. LIMITATION OF LIABILITY

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

(continued)

9. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. PAYMENT OF LOSS

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. ARBITRATION

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association.

Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is Two Million And No/100 Dollars (\$2,000,000) or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of Two Million And No/100 Dollars (\$2,000,000) shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

13. LIABILITY LIMITED TO THIS GUARANTEE; GUARANTEE ENTIRE CONTRACT

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the company at:

Chicago Title Insurance Company
P.O. Box 45023
Jacksonville, FL 32232-5023
Attn: Claims Administration

END OF CONDITIONS AND STIPULATIONS

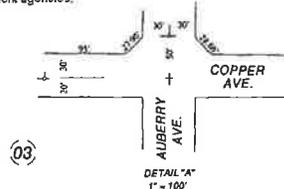
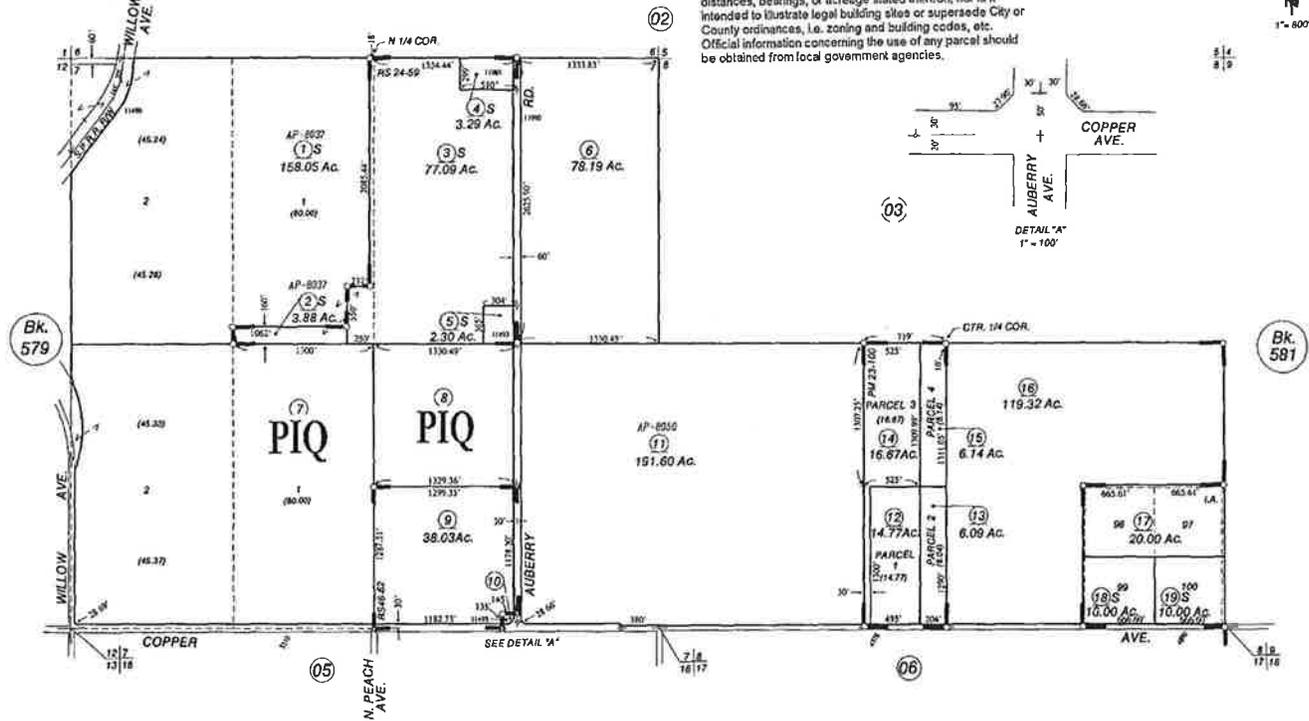
NOTE
 This map is for Assessment purposes only. It is not to be construed as portraying legal ownership or divisions of land for purposes of zoning or subdivision law.

SUBDIVIDED LAND & POR. SEC.7 & 8, T.12S., R.21E., M.D.B. & M.

Tax Rate Area
 78-005
 78-018
 78-045

580-04

This Map is being furnished as a convenience to locate the herein described land in relation to adjoining streets and other lands. The Company does not guarantee dimensions, distances, bearings, or acreage stated thereon, nor is it intended to illustrate legal building sites or supersede City or County ordinances, i.e. zoning and building codes, etc. Official information concerning the use of any parcel should be obtained from local government agencies.



Agricultural Preserve
 International Vineyards, Tract A - R.S. Bk.4, Pg.39
 Parcel Map No.2921 - Bk.23, Pg.100

Record of Survey Bk. 24, Pg. 59
 Record of Survey Bk. 46, Pg. 62

Assessor's Map Bk. 580 - Pg. 04
 County of Fresno, Calif.

NOTE - Assessor's Block Numbers Shown in Ellipses
 Assessor's Parcel Numbers Shown in Circles.

Recording Requested By:
Public Works Department
City of Fresno
No Fee-Gov't. Code Sections
6103 and 27383

When Recorded, Mail To:
Public Works Department
City of Fresno
2600 Fresno Street
Fresno, CA 93721-3623
ATTN: Jeff Beck

SPACE ABOVE THIS LINE FOR RECORDERS USE

APN 580-040-07 (PORTION)

DEED OF EASEMENT

EARLEEN M. LESHER AND ESTATE OF VELDA D. LESHER, EARLEEN M. LESHER, EXECUTOR, GRANTORS, hereby GRANT to the City of Fresno, a municipal corporation, GRANTEE, an easement and right-of-way for surface water supply pipeline purposes over, under, through, and across that certain parcel of land situated in the County of Fresno, State of California, more particularly described follows:

SEE ATTACHED EXHIBITS "A" and "B", INCORPORATED
HEREIN BY REFERENCE

TOGETHER WITH the right to enter upon said land and to use equipment and other material thereon by said City, its agents, employees, contractors, subcontractors and their employees, whenever and wherever necessary for the purpose of construction, reconstruction, enlargement, inspection, operation or repair of said surface water supply pipeline and appurtenances thereto. Said easement to be maintained by GRANTOR free of any surface obstructions so that GRANTEE may have vehicular access at all times.

Earleen M. Lesher

EARLEEN M. LESHER

Date: 8/31/2015

Earleen M. Lesher

ESTATE OF VELDA D. LESHER,
EARLEEN M. LESHER, EXECUTOR

Date: 8/31/2015

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA) ss
COUNTY OF FRESNO)

On August 31, 2015, before me, Terri L. Edwards, a notary public, personally appeared EARLEEN LESHNER, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the person, or the entity upon behalf of which the person 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.



Terri L. Edwards
Terri L. Edwards

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA) ss
COUNTY OF FRESNO)

On August 31, 2015, before me, Terri L. Edwards, a notary public, personally appeared EARLEEN LESHNER, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the person, or the entity upon behalf of which the person 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.



Terri L. Edwards
Terri L. Edwards

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California)
County of Fresno)

On _____ before me, _____
DATE NAME

Notary Public, personally appeared, _____
NAME(S) OF SIGNER(S)

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 OF NOTARY

OPTIONAL SECTION

TOP OF THUMB

- INDIVIDUAL(S)
- CORPORATE OFFICER(S)

TITLE(S)

- PARTNERS LIMITED GENERAL
 - ATTORNEY-IN-FACT
 - TRUSTEE(S)
 - GUARDIANSHIP/CONSERVATOR
- SIGNER IS REPRESENTING
NAME OF PERSON(S) OR ENTITY(IES)

TOP OF THUMB

FOR CITY OF FRESNO USE ONLY

CERTIFICATE OF ACCEPTANCE (Officer)

In accordance with Section 27281 of the Government Code, this is to certify that the interest in real property conveyed hereby is accepted by the undersigned officers on behalf of the Council of the City of Fresno pursuant to authority conferred by Resolution No. 92-219A of said Council, adopted June 9, 1992 and the grantee consents to the recordation thereof by its duly authorized officer.

Public Works Director
ACCEPTED:

By: _____ Date: _____
DEPUTY

CERTIFICATE OF ACCEPTANCE (Council)

In accordance with Section 27281 of the Government Code, this is to certify that the interest in real property conveyed by this instrument to the City of Fresno, a municipal corporation, is hereby accepted by order of the Council of the City of Fresno made on the date hereafter set forth and the grantee consents to the recordation thereof by its duly authorized officer.

Item No./Reso. No. _____

Date of Council Order: _____

City Clerk

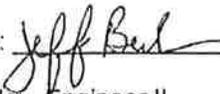
By: _____ Date: _____
DEPUTY

APPROVED AS TO FORM:

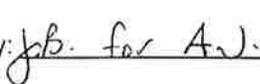
City Attorney

By:  Date: 9/3/15
DEPUTY

RECOMMENDED FOR ACCEPTANCE:

By:  _____
Title: Engineer II
Date: 9-3-15

CHECKED:

By:  _____
Title: Supervising Engineering Technician
Date: 9-3-15

Log No. 2010-085 Drawing No. 15-A-8784

EXHIBIT "A"

Page 1 of 2

APN: 580-040-07 (Portion)
Pipeline Easement

All of that portion of the southwest quarter of Section 7, Township 12 South, Range 21 East, Mount Diablo Base and Meridian, situated in the County of Fresno, State of California, according to the Official United States Government Township Plat thereof, described as follows:

Beginning at the west quarter corner of said Section 7; thence

- 1) South $87^{\circ} 53' 33''$ East, along the north line of the southwest quarter of said Section 7, a distance of 2838.86 feet to the northeast corner of said southwest quarter; thence
- 2) South $00^{\circ} 09' 20''$ West, along the east line of said southwest quarter, a distance of 65.04 feet to a line parallel with and 65.00 feet south of, measured at right angles, the north line of said southwest quarter; thence
- 3) North $87^{\circ} 53' 33''$ West, along said parallel line, a distance of 2773.74 feet to a line parallel with and 65.00 feet east of, measured at right angles, the west line of said southwest quarter; thence
- 4) South $00^{\circ} 05' 00''$ West, along the last said parallel line, a distance of 885.44 feet to the point of beginning of a non-tangent curve, concave westerly, with a radius of 1255.00 feet, a radial to said point bears North $81^{\circ} 49' 46''$ East; thence
- 5) southerly, along the arc of said curve, through a central angle of $8^{\circ} 15' 14''$, an arc distance of 180.79 feet to a line parallel with and 78.00 feet east of, measured at right angles, the west line of said southwest quarter; thence
- 6) South $00^{\circ} 05' 00''$ West, along said parallel line, a distance of 426.39 feet to the beginning of a tangent curve, concave westerly, with a radius of 515.00 feet; thence
- 7) southerly, along the arc of said curve, through a central angle of $12^{\circ} 50' 19''$, an arc distance of 115.40 feet to the beginning of a reverse curve, concave easterly, with a radius of 485.00 feet; thence
- 8) southerly, along the arc of said curve, through a central angle of $12^{\circ} 50' 19''$, an arc distance of 108.68 feet to a line parallel with and 53.00 feet east of, measured at right angles, the west line of said southwest quarter; thence
- 9) South $00^{\circ} 05' 00''$ West, along said parallel line, a distance of 842.94 feet to the northerly right-of-way line of that portion of Copper Avenue previously acquired by the County of Fresno by that Grant Deed recorded September 29, 1981 in Book 7793 at Page 275, Official Records of Fresno County; thence

2010-085
15-A-8784
W.J. No. 5354

EXHIBIT "A"
Page 2 of 2

- 10) North 88° 14' 58" West, along said northerly right-of-way line, a distance of 3.01 feet; thence
- 11) North 44° 04' 59" West, continuing along said northerly line, a distance of 28.69 feet to a line parallel with and 30.00 feet east of, measured at right angles, the west line of said southwest quarter; thence
- 12) North 00° 05' 00" East, along said parallel line, a distance of 1489.93 feet to the beginning of a tangent curve, concave westerly, with a radius of 1030.00 feet; thence
- 13) northerly, along the arc of said curve, through a central angle of 6° 25' 00", an arc distance of 115.35 feet; thence
- 14) North 06° 20' 00" West, a distance of 210.70 feet to the west line of said southwest quarter; thence
- 15) North 00° 05' 00" East, along said west line, a distance of 789.40 feet to the Point of Beginning.

Containing an area of 6.81 acres, more or less.

END OF DESCRIPTION



Date 2/7/14
Signed

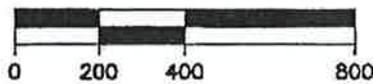
2010-085
15-A-8784
W.J. No. 5354

EXHIBIT "B"

(PAGE 1 OF 2)



1" = 400'
SCALE IN FEET



N.W. 1/4
SEC. 7
12/21

C. 1/4 COR.
SEC. 7, 12/21

S00°09'20"W
65.04'

EAST LINE OF THE SW
1/4 OF SECTION 7, 12/21

NORTH LINE OF THE SW
1/4 OF SECTION 7, 12/21

APN: 580-040-07

S.W. 1/4 SEC. 7 12/21

P.O.B.
W. 1/4 COR.
SEC. 7, 12/21

MATCH LINE
SEE SHEET 2

WEST LINE OF THE SW
1/4 OF SECTION 7, 12/21

APN:
579-074-47

WILLOW AVENUE



DATE SIGNED: 2/7/14

LEGEND



AREA TO BE DEEDED FOR UNDERGROUND
PIPELINE PURPOSES (6.81 ACRES)

P.O.B. POINT OF BEGINNING

PROVOST &
PRITCHARD
Professional Land Surveyors
All Employees Owned Company
200 West Marshall Street
Fresno, CA 93701-4975
Tel: 209-478-7400 Fax: 209-478-7755
www.provostpritchard.com

AGS No. 13610702

REF. & REV.
2010-085

PLAT NO. 0002
WJ 5354

CITY OF FRESNO
DEPARTMENT OF PUBLIC WORKS

PORTION of
S.W. 1/4, SEC. 7, T.12 S., R.21 E., M.D.B. & M.
To be Deeded for PIPELINE PURPOSES

PRD. ID. WC00036
FUND NO. 40118
ORG. NO. 411501

DR. BY JDL
CH. BY MDH
DATE 02/06/14
SCALE 1" = 400'

SHEET NO. 1
OF 2 SHEETS
15-A-8784

EXHIBIT "B"

(PAGE 2 OF 2)

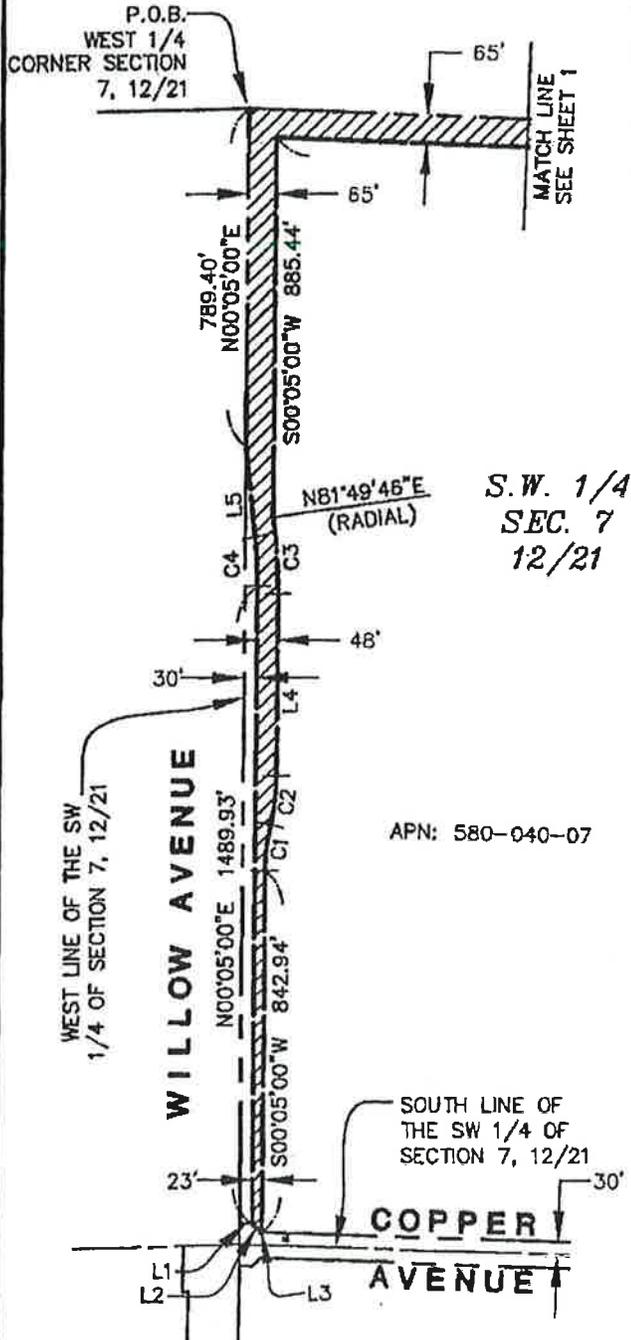
LEGEND



AREA TO BE DEEDED FOR UNDERGROUND PIPELINE PURPOSES (6.81 ACRES)

P.O.B. POINT OF BEGINNING

PREVIOUSLY GRANTED IN FEE SIMPLE TO THE COUNTY OF FRESNO BY THAT DEED RECORDED 9/29/1981 IN BOOK 7793 AT PAGE 275, O.R.F.C.



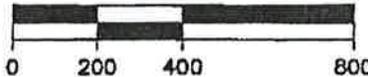
S.W. 1/4
SEC. 7
12/21

APN: 580-040-07



DATE SIGNED: 2/7/14

1" = 400'
SCALE IN FEET



CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	485.00	108.68	12°30'19"
C2	515.00	115.40	12°50'19"
C3	1255.00	180.79	8°15'14"
C4	1030.00	115.35	6°25'00"

LINE TABLE		
LINE	BEARING	LENGTH
L1	N88°14'58"W	30.00
L2	N44°04'59"W	28.69
L3	N88°14'58"W	3.01
L4	S00°05'00"W	426.39
L5	N06°20'00"W	210.70

PROVOST & PRITCHARD
LAND SURVEYORS
An Incorporated Council Company
100 West Broadway, Suite 202
Fresno, California 93701-4000
Phone: 773 238 8844 Fax: 773 238 8844
www.provostpritchard.com

JOB No. 15610702

REF. & REV.
2010-085

PLAT NO. 0002
WJ 5334

CITY OF FRESNO
DEPARTMENT OF PUBLIC WORKS

PORTION of
S.W. 1/4, SEC. 7, T.12 S., R.21 E., M.D.B. & M.
To be Deeded for PIPELINE PURPOSES

PROJ. ID. W000036
FUND NO. 40118
ORG. NO. 411501

DR. BY JDL
CH. BY MDH
DATE 02/06/14
SCALE 1" = 400'

SHEET NO. 2
OF 2 SHEETS
15-A-8784

Recording Requested By:
Public Works Department
City of Fresno
No Fee-Gov't. Code Sections
6103 and 27383

When Recorded, Mail To:
Public Works Department
City of Fresno
2600 Fresno Street
Fresno, CA 93721-3623
ATTN: Jeff Beck

SPACE ABOVE THIS LINE FOR RECORDERS USE

APN 580-040-08 (PORTION)

DEED OF EASEMENT

EARLEEN LESHER, GRANTOR, hereby GRANTS to the City of Fresno, a municipal corporation, GRANTEE, an easement and right-of-way for surface water supply pipeline purposes over, under, through, and across that certain parcel of land situated in the County of Fresno, State of California, more particularly described follows:

SEE ATTACHED EXHIBITS "A" and "B", INCORPORATED
HEREIN BY REFERENCE

TOGETHER WITH the right to enter upon said land and to use equipment and other material thereon by said City, its agents, employees, contractors, subcontractors and their employees, whenever and wherever necessary for the purpose of construction, reconstruction, enlargement, inspection, operation or repair of said surface water supply pipeline and appurtenances thereto. Said easement to be maintained by GRANTOR free of any surface obstructions so that GRANTEE may have vehicular access at all times.



EARLEEN LESHER

Date: 8/31/2015

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California)
County of Fresno)

On _____ before me, _____
DATE NAME

Notary Public, personally appeared, _____
NAME(S) OF SIGNER(S)

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 OF NOTARY

OPTIONAL SECTION

TOP OF THUMB

- INDIVIDUAL(S)
- CORPORATE OFFICER(S)

- TITLE(S)
 PARTNERS LIMITED
 GENERAL

- ATTORNEY-IN-FACT
 - TRUSTEE(S)
 - GUARDIANSHIP/CONSERVATOR
- SIGNER IS REPRESENTING
NAME OF PERSON(S) OR ENTITY(IES)

TOP OF THUMB

FOR CITY OF FRESNO USE ONLY

CERTIFICATE OF ACCEPTANCE (Officer)

In accordance with Section 27281 of the Government Code, this is to certify that the interest in real property conveyed hereby is accepted by the undersigned officers on behalf of the Council of the City of Fresno pursuant to authority conferred by Resolution No. 92-219A of said Council, adopted June 9, 1992 and the grantee consents to the recordation thereof by its duly authorized officer.

Public Works Director
ACCEPTED:

By: _____ Date: _____
DEPUTY

CERTIFICATE OF ACCEPTANCE (Council)

In accordance with Section 27281 of the Government Code, this is to certify that the interest in real property conveyed by this instrument to the City of Fresno, a municipal corporation, is hereby accepted by order of the Council of the City of Fresno made on the date hereafter set forth and the grantee consents to the recordation thereof by its duly authorized officer.

Item No./Reso. No. _____

Date of Council Order: _____

City Clerk

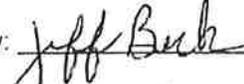
By: _____ Date: _____
DEPUTY

APPROVED AS TO FORM:

City Attorney

By:  Date: 9/3/15
DEPUTY

RECOMMENDED FOR ACCEPTANCE:

By:  _____
Title: Engineer II

Date: 9-3-15

Log No. 2010-084 Drawing No. 15-A-8783

CHECKED:

By: J.B. for A.J. _____
Title: Supervising Engineering Technician

Date: 9-3-15

EXHIBIT "A"
Page 1 of 1

APN: 580-040-08 (Portion)
Pipeline Easement

All of that portion of the southeast quarter of Section 7, Township 12 South, Range 21 East, Mount Diablo Base and Meridian, situate in the County of Fresno, State of California, according to the Official United States Government Township Plat thereof, being more particularly described as follows:

An easement for pipeline purposes 65.00 feet wide more particularly described as follows:

The northerly 65.00 feet of the westerly 47.00 feet of said southeast quarter.

Containing an area of 3,057 square feet, more or less.

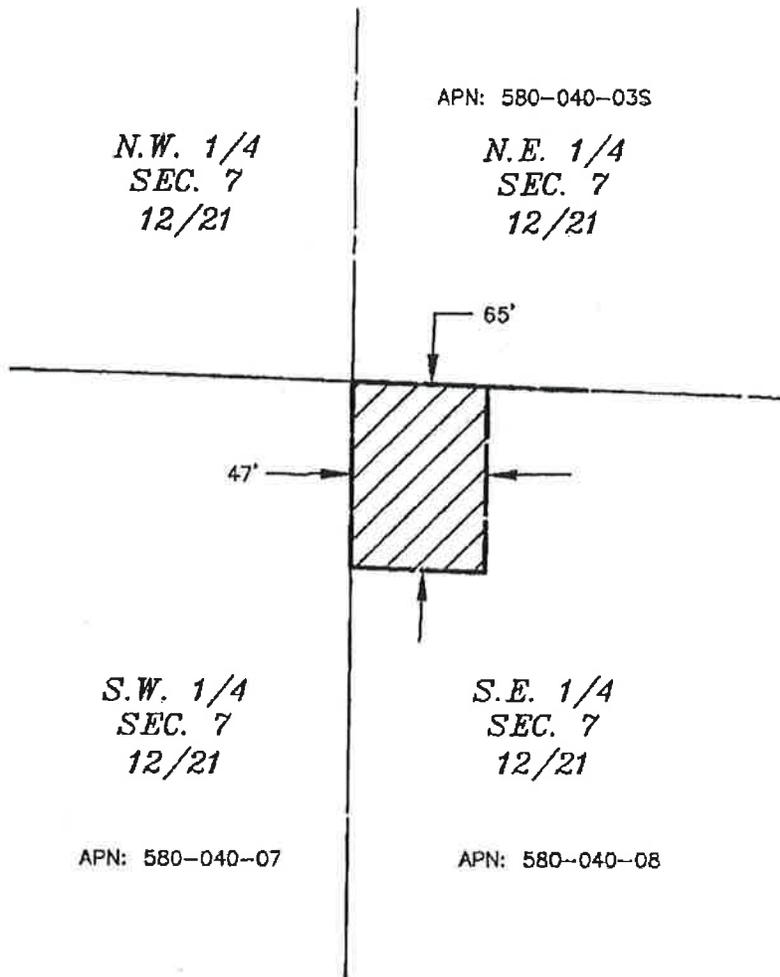
END OF DESCRIPTION



Date
Signed 2/17/14

2010-084
15-A-8783
W.J. No. 5354

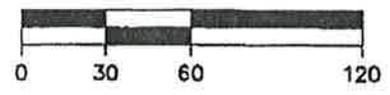
EXHIBIT "B"



DATE SIGNED: 2/7/14



1" = 60'
SCALE IN FEET



LEGEND

 AREA TO BE DEEDED FOR UNDERGROUND PIPELINE PURPOSES (3,057 SQ. FT.)

PROVOST & PRITCHARD
LAND SURVEYORS
An Encinitas Owned Company
100 WEST BROADWAY, SUITE 100
SAN DIEGO, CALIFORNIA 92101-4002
619-449-5700 FAX 619-449-5714
www.provostpritchard.com

JOB NO. 15010702
DRL. MC.

REF. & REV. 2010-084	CITY OF FRESNO DEPARTMENT OF PUBLIC WORKS	PROJ. ID. <u>WCR003B</u>	SHEET NO. <u>1</u>
		FUND NO. <u>40118</u>	
PLAT NO. 0002 WJ 5354	PORTION of S.E. 1/4, SEC. 7, T.12 S., R.21 E., M.D.B. & M. To be Deeded for PIPELINE PURPOSES	ORG. NO. <u>411501</u>	15-A-8783
		DR. BY <u>BMG</u>	
		CH. BY <u>MDH</u>	
		DATE <u>07/21/11</u>	
		SCALE <u>1" = 60'</u>	

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

EARLEEN M. LESHER AND ESTATE OF VELDA D. LESHER, EARLEEN M. LESHER, EXECUTOR, GRANTORS, hereby GRANT to the City of Fresno, a municipal corporation, GRANTEE, a temporary construction easement and right-of-way for construction of a surface water supply underground pipeline purposes over, under, through, and across that certain parcel of land situated in the County of Fresno, State of California, more particularly described follows:

SEE ATTACHED EXHIBITS "A" and "B", INCORPORATED
HEREIN BY REFERENCE

TOGETHER WITH the right to enter upon said land and to use equipment and other material thereon by said City, its agents, employees, contractors, subcontractors and their employees, whenever and wherever necessary for the purpose of construction of said surface water supply pipeline and appurtenances thereto, provided said temporary construction easement shall be extinguished two years from the date of the City's issuance of a Notice to Proceed to the City's selected contractor to start construction. Said temporary construction easement to be maintained by GRANTOR free of any surface obstructions so that GRANTEE may have vehicular access at all times.

By: Earleen M. Lesher
EARLEEN M. LESHER

Date: 8/31/2015

By: Earleen M. Lesher
ESTATE OF VELDA D. LESHER,
EARLEEN M. LESHER, EXECUTOR

Date: 8/31/2015

EXHIBIT "A"

Page 1 of 2

APN: 580-040-07 (Portion)
Construction Easement

All of that portion of the southwest quarter of Section 7, Township 12 South, Range 21 East, Mount Diablo Base and Meridian, situated in the County of Fresno, State of California, according to the Official United States Government Township Plat thereof, described as follows:

Commencing at the west quarter corner of said Section 7; thence South $00^{\circ} 05' 00''$ West, along the west line of the southwest quarter of said Section 7, a distance of 65.04 feet to a line parallel with and 65.00 feet south of, measured at right angles, the north line of said southwest quarter; thence South $87^{\circ} 53' 33''$ East, along said parallel line, a distance of 65.04 feet to the True Point of Beginning of this description; thence

- 1) South $87^{\circ} 53' 33''$ East, continuing along said parallel line, a distance of 2773.74 feet to the east line of said southwest quarter; thence
- 2) South $00^{\circ} 09' 20''$ West, along the east line of said southwest quarter, a distance of 135.08 feet to a line parallel with and 200.00 feet south of, measured at right angles, the north line of said southwest quarter; thence
- 3) North $87^{\circ} 53' 33''$ West, along said parallel line, a distance of 1325.79 feet; thence
- 4) North $02^{\circ} 06' 27''$ East, a distance of 110.00 feet to a line parallel with and 90.00 feet south of, measured at right angles, the north line of said southwest quarter; thence
- 5) North $87^{\circ} 53' 33''$ West, along the last said parallel line, a distance of 1426.65 feet to a line parallel with and 90.00 feet east of, measured at right angles, the west line of said southwest quarter; thence
- 6) South $00^{\circ} 05' 00''$ West, along the last said parallel line, a distance of 781.72 feet to the point of beginning of a non-tangent curve, concave westerly, with a radius of 1293.00 feet, a radial to said point bears North $78^{\circ} 34' 26''$ East; thence
- 7) southerly, along the arc of said curve, through a central angle of $11^{\circ} 30' 34''$, an arc distance of 259.74 feet to a line parallel with and 116.00 feet east of, measured at right angles, the west line of said southwest quarter; thence
- 8) South $00^{\circ} 05' 00''$ West, along said parallel line, a distance of 426.39 feet to the beginning of a tangent curve, concave westerly, with a radius of 553.00 feet; thence
- 9) southerly, along the arc of said curve, through a central angle of $12^{\circ} 50' 19''$, an arc distance of 123.91 feet to the beginning of a reverse curve, concave easterly, with a radius of 447.00 feet; thence

2010-085T
15-A-8784T
W.J. No. 5354

EXHIBIT "A"

Page 2 of 2

- 10) southerly, along the arc of said curve, through a central angle of $12^{\circ} 50' 19''$, an arc distance of 100.16 feet to a line parallel with and 91.00 feet east of, measured at right angles, the west line of said southwest quarter; thence
- 11) South $00^{\circ} 05' 00''$ West, along said parallel line, a distance of 844.04 feet to the northerly right-of-way line of that portion of Copper Avenue previously acquired by the County of Fresno by that Grant Deed recorded September 29, 1981 in Book 7793 at Page 275, Official Records of Fresno County; thence
- 12) North $88^{\circ} 14' 58''$ West, along said northerly right-of-way line, a distance of 38.02 feet to a line parallel with and 53.00 feet east of, measured at right angles, the west line of said southwest quarter; thence
- 13) North $00^{\circ} 05' 00''$ East, along said parallel line, a distance of 842.94 feet to the beginning of a tangent curve, concave easterly, with a radius of 485.00 feet; thence
- 14) northerly, along the arc of said curve, through a central angle of $12^{\circ} 50' 19''$, an arc distance of 108.68 feet to the beginning of a reverse curve, concave westerly, with a radius of 515.00 feet; thence
- 15) northerly, along the arc of said curve, through a central angle of $12^{\circ} 50' 19''$, an arc distance of 115.40 feet to a line parallel with and 78.00 feet east of, measured at right angles, the west line of said southwest quarter; thence
- 16) North $00^{\circ} 05' 00''$ East, a distance of 426.39 feet to the beginning of a tangent curve, concave westerly, with a radius of 1255.00 feet; thence
- 17) northerly, along the arc of said curve, through a central angle of $8^{\circ} 15' 14''$, an arc distance of 180.79 feet to a line parallel with and 65.00 feet east of, measured at right angles, the west line of said southwest quarter; thence
- 18) North $00^{\circ} 05' 00''$ East, along said parallel line and non-tangent to the last said curve, a distance of 885.44 feet to the True Point of Beginning.

Containing an area of 6.90 acres, more or less.

END OF DESCRIPTION



2010-085T
15-A-8784T
W.J. No. 5354

Date
Signed 2/7/14

EXHIBIT "B"

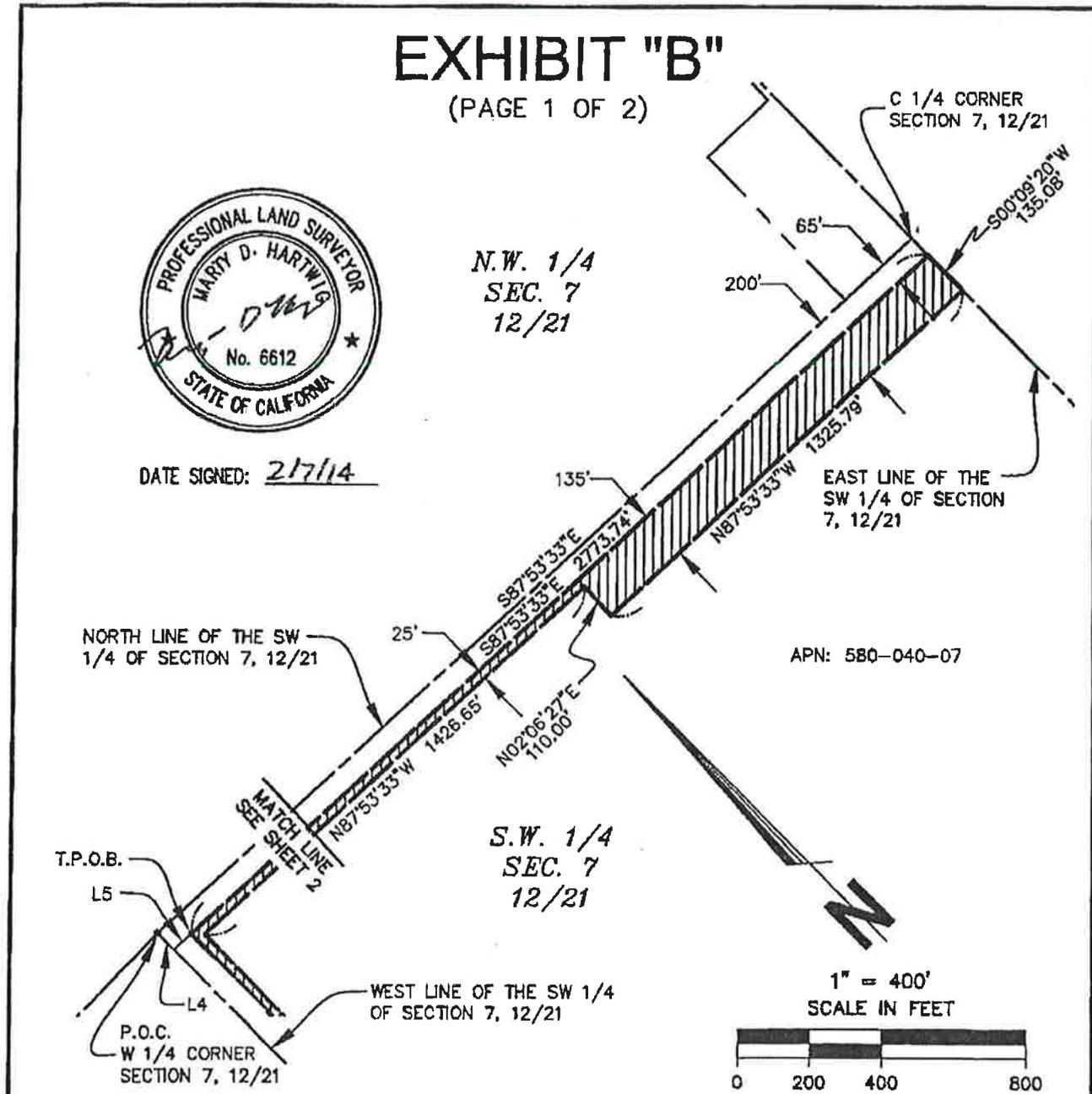
(PAGE 1 OF 2)



DATE SIGNED: 2/7/14

N.W. 1/4
SEC. 7
12/21

S.W. 1/4
SEC. 7
12/21



APN: 580-040-07

LEGEND



AREA FOR TEMPORARY CONSTRUCTION PURPOSES (6.90 ACRES)

P.O.C. POINT OF COMMENCEMENT

T.P.O.B. TRUE POINT OF BEGINNING

LINE TABLE		
LINE	BEARING	LENGTH
L4	S00°05'00"W	65.04
L5	S87°53'33"E	65.04

PROVOST & PRITCHARD
 PROFESSIONAL LAND SURVEYORS
 ALL DISPLAYS CURRENTLY
 SEE OUR OFFICE, 1000
 FRESNO, CALIFORNIA 93711-1000
 TEL: 559-233-1100 FAX: 559-233-1716
 www.provost.com

JOB NO. 12010702

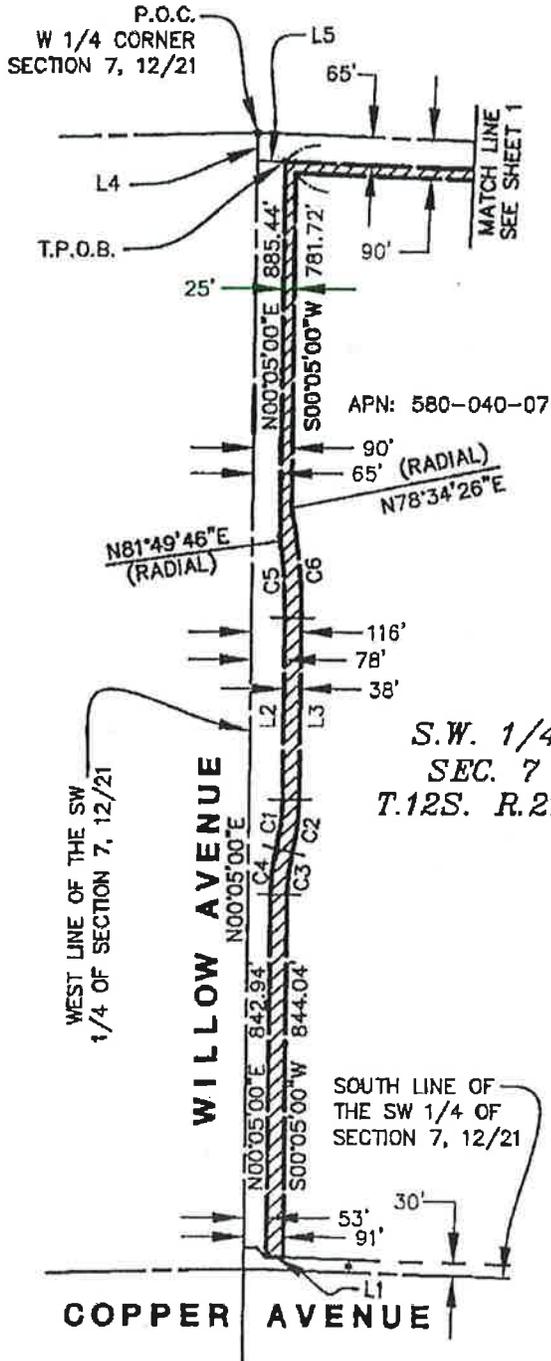
REF. & REV. 2010-085T	CITY OF FRESNO DEPARTMENT OF PUBLIC WORKS	PROJ. ID. <u>W000038</u>	SHEET NO. <u>1</u>
		FUND NO. <u>40118</u>	
PLAT NO. 0364 WJ 5354	PORTION of S.W. 1/4, SEC. 7, T.12 S., R.21 E., M.D.B. & M. for TEMPORARY CONSTRUCTION PURPOSES	ORG. NO. <u>411501</u>	15-A-8784T
		DR. BY <u>JDL</u>	
		CH. BY <u>MDH</u>	
		DATE <u>06/29/12</u>	
		SCALE <u>1" = 400'</u>	

EXHIBIT "B"

(PAGE 2 OF 2)

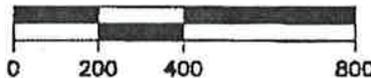
LEGEND

-  AREA FOR TEMPORARY CONSTRUCTION PURPOSES (6.90 ACRES)
- P.O.C. POINT OF COMMENCEMENT
- T.P.O.B. TRUE POINT OF BEGINNING
- PREVIOUSLY GRANTED IN FEE SIMPLE TO THE COUNTY OF FRESNO BY THAT DEED RECORDED 9/29/1981 IN BOOK 7793 AT PAGE 275, O.R.F.C.



DATE SIGNED: 2/7/14

1" = 400'
SCALE IN FEET



CURVE	RADIUS	LENGTH	DELTA
C1	515.00	115.40	12°50'19"
C2	553.00	123.91	12°50'19"
C3	447.00	100.16	12°50'19"
C4	485.00	108.68	12°50'19"
C5	1255.00	180.79	8°15'14"
C6	1293.00	259.74	11°30'34"

LINE	BEARING	LENGTH
L1	N88°14'58"W	38.02
L2	N00°05'00"E	426.39
L3	S00°05'00"W	426.39
L4	S00°05'00"W	65.04
L5	S87°53'33"E	65.04

PROVOST & PRITCHARD
AN ENGINEERED DESIGN COMPANY
300 WEST BROADWAY, SUITE 200
FRESNO, CALIFORNIA 93701-4000
877-468-2778
www.ppv.com

JOB NO. 10610702

REF. & REV. 2010-DB5T	CITY OF FRESNO DEPARTMENT OF PUBLIC WORKS	PROJ. ID. <u>WC00038</u>	SHEET NO. <u>2</u>
		FUND NO. <u>40118</u>	
PLAT NO. 0364 WJ 5354	PORTION of S.W. 1/4, SEC. 7, T.12 S., R.21 E., M.D.B. & M. for TEMPORARY CONSTRUCTION PURPOSES	DR. BY <u>JDL</u>	15-A-8784T
		CH. BY <u>MDH</u>	
		DATE <u>06/29/12</u>	
		SCALE <u>1" = 400'</u>	

APN 580-040-08 (PORTION)

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

EARLEEN M. LESHER, GRANTOR, hereby GRANTS to the City of Fresno, a municipal corporation, GRANTEE, a temporary construction easement and right-of-way for construction of a surface water supply underground pipeline purposes over, under, through, and across that certain parcel of land situated in the County of Fresno, State of California, more particularly described follows:

SEE ATTACHED EXHIBITS "A" and "B", INCORPORATED
HEREIN BY REFERENCE

TOGETHER WITH the right to enter upon said land and to use equipment and other material thereon by said City, its agents, employees, contractors, subcontractors and their employees, whenever and wherever necessary for the purpose of construction of said surface water supply pipeline and appurtenances thereto, provided said temporary construction easement shall be extinguished two years from the date of the City's issuance of a Notice to Proceed to the City's selected contractor to start construction. Said temporary construction easement to be maintained by GRANTOR free of any surface obstructions so that GRANTEE may have vehicular access at all times.

By: Earleen M. Leshner
EARLEEN M. LESHER

Date: 8/31/2015

EXHIBIT "A"

Page 1 of 1

APN: 580-040-08 (Portion)
Construction Easement

All that portion of the Southeast quarter of Section 7, Township 12 South, Range 21 East, Mount Diablo Base and Meridian, situate in the County of Fresno, State of California, according to the Official United States Government Township Plat thereof, being more particularly described as follows:

An easement for construction purposes described as follows:

The northerly 200.00 feet of the westerly 72.00 feet of said southeast quarter.

EXCEPTING THEREFROM:

The northerly 65.00 feet of the westerly 47.00 feet of said southeast quarter.

Containing an area of 11,338 square feet, more or less.

END OF DESCRIPTION



Date
Signed 2/7/14

2010-084T
15-A-8783T
W.J. No. 5354

EXHIBIT "B"

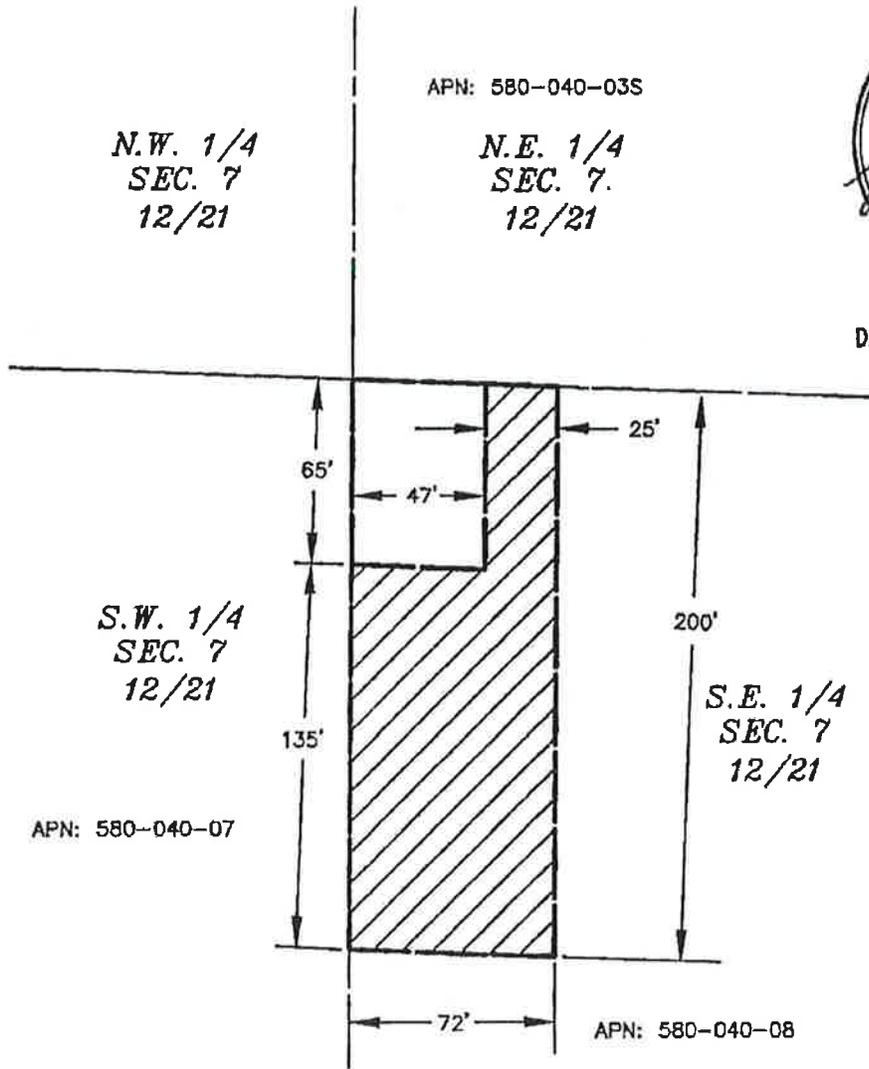
APN: 580-040-03S

N.W. 1/4
SEC. 7
12/21

N.E. 1/4
SEC. 7
12/21



DATE SIGNED: 2/7/14

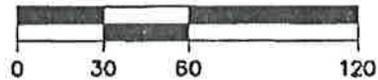


LEGEND



AREA FOR TEMPORARY CONSTRUCTION
PURPOSES (11,338 SQ. FT.)

1" = 60'
SCALE IN FEET



PROVOST & PRITCHARD
An American Surveying Company

JOB NO. 15610702
DRC. NO. 15610702
300 WEST BRIDGELL AVENUE
FRESNO, CALIFORNIA 93711-7100
TEL: 438-2200 FAX: 438-2205
www.provost.com

REF. & REV.
2010-084T

PLAT NO. D002
WJ 5354

CITY OF FRESNO
DEPARTMENT OF PUBLIC WORKS

PORTION of
S.E. 1/4, SEC. 7, T.12 S., R.21 E., M.D.B. & M.
for TEMPORARY CONSTRUCTION PURPOSES

PROJ. ID. W000038
FUND NO. 4011B
ORG. NO. 411501

DR. BY BMG
CH. BY MDH
DATE 07/21/11
SCALE 1" = 60'

SHEET NO. 1
OF 1 SHEETS
15-A-8783T