

**AGREEMENT FOR PURCHASE AND SALE OF A PERMANENT CANAL EASEMENT
AND ESCROW INSTRUCTIONS
APN 505-060-08**

**FRESNO IRRIGATION DISTRICT CANAL ACCESS AND MAINTENANCE
EASEMENT FOR THE VETERAN'S BOULEVARD PROJECT
City Project No.: PW00669**

This Agreement for a Permanent Canal Easement (Agreement) is entered into by and between ADAMAS, LLC., A CALIFORNIA LIMITED LIABILITY COMPANY, (Owner), without regard to number or gender, and the CITY OF FRESNO, a municipal corporation (City) on behalf of Fresno Irrigation District, a California irrigation district (FID) for a permanent canal easement and right of way for access and maintenance purposes on the following terms and conditions.

1. The real property which is the subject of this Agreement, hereinafter "Subject Property", is a Permanent Canal Easement to facilitate the FID Canal Access and Maintenance Easement to facilitate the Veteran's Boulevard Project (Project), situated in the City of Fresno, County of Fresno, State of California, being approximately 20,959 square feet in size, within Assessor's Parcel Number 505-060-08, legal description described on Exhibit "A" and further depicted on Exhibit "B", attached hereto and incorporated herein by reference.
2. Owner agrees to grant to FID a permanent canal easement and right of way, (Easement) for access and maintenance purposes as described in the terms of Exhibit "C", attached hereto and incorporated herein by reference.
3. City shall pay just compensation of SEVENTY-THREE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$73,400) for the Easement, including cost to cure damages, benefits and/or severance damages to the remainder, if any, for the Subject Property.
4. Clause 3 above may include payment for the replacement of improvements such as fencing and/or irrigation facilities that are within the area being acquired for this Project and must be replaced in order to proceed with the construction of the Project. If Owner does not replace said items, City may install temporary fencing on Owner's property lying immediately adjacent to the new right of way line, if necessary, to hold in livestock during construction of the road project, and/or plug the irrigation line(s) at Owner's property line. Owner hereby agrees to allow the City, its agents, employees, authorized contractors, and subcontractors and their employees access to their remaining property to perform said work and that the cost for said work shall be billed to and paid for by Owner.
5. The Effective date of this Agreement shall be upon its duly authorized execution by the City and the payment of SEVENTY-THREE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$73,400) just compensation to the Owner.
6. Owner represents and warrants that it holds fee title to the Subject Property, and has the authority to enter into the Agreement herein made.

7. Owner agrees to hold the City harmless and reimburse the City for any and all losses and expenses as to the Subject Property by reason of any change in ownership or Lease of said Subject Property held by any tenant of the Owner.
8. The sale shall be completed through an External Escrow to be opened at First American Title Company at 211 E. Caldwell Avenue, Visalia CA 93277. Escrow officer Sherry Munger at 559-625-1550. Said escrow shall be opened upon the following terms and conditions, and the Owner and City by their signature to this Agreement make this paragraph their escrow instructions:
 - a. The City shall deposit the sums specified in Paragraph 3 of this Agreement and the closing costs in escrow upon receipt of a demand and statement from said title company.
 - b. Payment of said sums, less Owner's cost to clear title, if any, may be made to Owner only when escrow holder possesses and is in a position to deliver to the City, on behalf of FID, a fully executed and acknowledged and recorded Grant of Easement to the Subject Property free and clear of all liens, encumbrances and restrictions of record.
 - c. The City reserves the right to accept title to the property interest to be acquired by City, on behalf of FID, herein subject to certain defects in any or all matters of record title to the property. In consideration for Owner receiving the total sum as stated in Paragraph 3, the undersigned Owner covenants and agrees to indemnify and hold the City and FID harmless from any and all claims and demands third parties may make or assert and causes of action third parties may bring which arise out of or are in connection with the foregoing defects in title to the property. The Owner's obligation herein to indemnify and hold harmless the City shall not exceed the amount paid to the Owner under specified in Paragraph 3.
 - d. It is understood that Owner shall be responsible for the payment of all taxes, penalties, redemptions, and costs allocable to the Subject Property.
 - e. The escrow fee, cost of policy of title insurance, recording fees (if any), shall be paid by the City.
 - f. 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.
9. Owner shall indemnify, hold harmless, and defend the City, FID, and their officers, agents, employees, and volunteers from any liability, loss, fines, penalties, forfeitures, claims, expenses, and costs, whether incurred by the Owner, City, FID, or any other third party, arising directly or indirectly from the release, presence or disposal of any hazardous substances or materials (as now or hereafter defined in any law, regulation, or rule) in, on, or about the Property

on or before the effective date of this Agreement. This indemnity shall include, without limitation, any claims under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA), or any other federal, state or local law whether statutory or common law, ordinance, or regulation. Costs or losses covered will include, without limitation, consultants, engineering, investigator fees, clean up or disposal costs and attorneys' fees, and damages. The Owner's obligation herein to indemnify and hold harmless the City shall not exceed the amount paid to the Owner specified in Paragraph 3.

10. **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 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. 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.

h. 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.

i. 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 Owner.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, on the Effective date of this Agreement as defined above.

CITY OF FRESNO,
A California municipal corporation

ADAMAS, LLC.,
a California Limited Liability Company

By: _____
Scott L. Mozier, PE, Date
Public Works Director

By: Horizon Enterprises, LP, a California
Limited Partnership, its sole member

By: Steven Weil 9-4-20
Steven Weil, General Partner

RECOMMENDED FOR APPROVAL:

By: Colleen Karby 9/9/20
Colleen Karby Date
Senior Real Estate Agent

By: The Martin and Marianne Weil
Revocable Trust, dated September
22, 1994, as most recently amended
and restated on September 22, 2017,
and as later amended, General
Partner

By: R. Scott Beyelia 9-9-2020
R. Scott Beyelia Date
Supervising Real Estate Agent

By: Steven Weil 9-4-20
Steven Weil

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

As Co-Trustee for the Martin and
Marianne Weil Revocable Trust,
dated September 22, 1994, as
most recently amended and
restated on September 22, 2017,
and as later amended

By: Jennifer M. Quintanilla
for Jennifer M. Quintanilla Date
Deputy City Attorney 9-9-20

ATTEST:
YVONNE SPENCE, MMC CRM
City Clerk

By: _____
Deputy Date

Attachments:

- 1. Exhibit "A" Legal description
- 2. Exhibit "B" Depiction of legal description
- 3. Exhibit "C" Grant of Easement to Fresno Irrigation District

EXHIBIT "A"

APN 505-060-08 (portion)
Fresno Irrigation District Canal Easement

Area 1

A portion of the Southwest quarter of Section 9, Township 13 South, Range 19 East, Mount Diablo Base and Meridian, according to the Official United States Government Township Plat thereof, and as shown on that Record of Survey recorded in Book 58 of Record of Surveys at Pages 8 through 18, Fresno County Records, more particularly described as follows:

COMMENCING at the Center quarter corner of said Section 9; thence South 0°04'32" West, along the East line of said Southwest quarter, a distance of 30.00 feet; thence South 89°48'50" West, parallel with and 30.00 feet south of the North line of said Southwest quarter, a distance of 14.80 feet to the northwesterly right of way line of Veteran's Boulevard as dedicated as a public street easement in deed of easement recorded October 9, 2017 as Instrument Number 2017-0130234, Official Records Fresno County; thence South 25°02'05" West, on said right of way line, a distance of 1028.64 feet; thence South 28°50'55" West, on said right of way line, a distance of 120.27 feet; thence South 25°02'05" West, on said right of way line, a distance of 100.15 feet; thence South 76°59'39" West, on said right of way line, a distance of 29.55 feet; thence North 54°43'21" West, on said right of way line, a distance of 10.00 feet; thence South 35°13'40" West, on said right of way line, a distance of 13.47 feet; thence South 8°29'11" West, on said right of way line, a distance of 67.18 feet; thence South 34°59'18" West, on said right of way line, a distance of 12.00 feet; thence South 55°03'13" East, on said right of way line, a distance of 7.31 feet; thence South 15°02'38" East, on said right of way line, a distance of 29.86 feet; thence South 25°02'05" West, on said right of way line, a distance of 19.09 feet to the **TRUE POINT OF BEGINNING OF AREA 1**; thence North 49°49'22" West, leaving said right of way line, a distance of 67.34 feet; thence North 86°29'44" West, a distance of 49.97 feet; thence South 31°04'25" West, a distance of 83.65 feet to the North line of that parcel described in that Quitclaim Deed recorded September 21, 2006 as Document Number 2006-0201552, Official Records Fresno County; thence South 48°54'06" East, on last said North line, and on the North line of that Parcel described in Grant Deed recorded April 11, 2006 as Document Number 2006-0075567, Official Records Fresno County, a distance of 110.60 feet to said northwesterly right of way line of Veteran's Boulevard; thence North 25°02'05" East, leaving last said North lines on said right of way line, a distance of 98.87 feet; thence South 76°05'16" East, on said right of way line, a distance of 14.27 feet; thence North 25°02'05" East, on said right of way line, a distance of 12.91 feet to the **TRUE POINT OF BEGINNING OF AREA 1**.

Area 2

A portion of the Southwest quarter of Section 9, Township 13 South, Range 19 East, Mount Diablo Base and Meridian, according to the Official United States Government Township Plat thereof, and as shown on that Record of Survey recorded in Book 58 of Record of Surveys at Pages 8 through 18, Fresno County Records, more particularly described as follows:

COMMENCING at the Center quarter corner of said Section 9; thence South 0°04'32"

West, along the East line of said Southwest quarter, a distance of 256.58 feet to the southwesterly right of way line of Veteran's Boulevard as dedicated as a public street easement in deed of easement recorded October 9, 2017 as Instrument Number 2017-0130234, Official Records Fresno County;

thence South 25°02'05" West, on said right of way line, a distance of 1228.69 feet to the **TRUE POINT OF BEGINNING OF AREA 2**; thence South 25°02'05" West, on said right of way line, a distance of 13.00 feet; thence South 31°33'14" East, on said right of way line, a distance of 12.50 feet; thence South 65°36'02" East, on said right of way line, a distance of 14.57 feet; thence South 25°02'05" West, on said right of way line, a distance of 87.90 feet to the North line of that Parcel described in Grant Deed recorded April 11, 2006 as Document Number 2006-0075567, Official Records Fresno County; thence South 67°54'06" East, on last said North line and leaving said right of way line, a distance of 103.39 feet; thence North 12°46'54" East, leaving last said North line, a distance of 75.80 feet; thence North 33°24'09" West, a distance of 55.36 feet; thence North 65°36'02" West, a distance of 65.00 feet to the southwesterly line of said Veteran's Boulevard and the **TRUE POINT OF BEGINNING OF AREA 2**.

Contains an area of 20,959 square feet, more or less.

The bearings and distances described herein above, are based on the California Coordinate System of 1983 (1991.35), Zone 4, as shown on that Record of Survey recorded in Book 58 of Record of Surveys at Pages 8 through 18, Fresno County Records. Multiply by 1.000063 to obtain ground distances.



EXHIBIT "B"

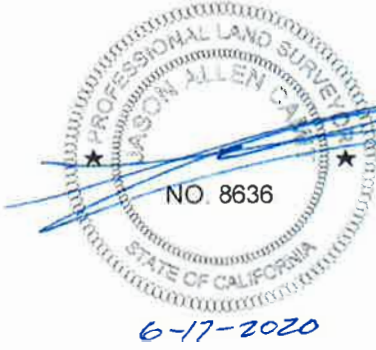
DATA SHOWN IS BASED ON THE RECORD OF SURVEY RECORDED IN BOOK 58 OF RECORD OF SURVEYS AT PAGES 8-18, F C R THE BEARINGS AND DISTANCES SHOWN HEREIN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (1991.35), ZONE 4, AS SHOWN ON SAID RECORD OF SURVEY MULTIPLY BY 1.000063 TO OBTAIN GROUND DISTANCES.

NORTHERN LINE OF THE SOUTHWEST 1/4 OF SECTION 9, 13/19
 N 89°48'50" E
 WEST BARSTOW AVENUE
 S 89°48'50" W, 14.80'
 POINT OF COMMENCEMENT CENTER 1/4 CORNER OF SECTION 9, 13/19
 S 0°04'32" W, 30.00'

PREVIOUSLY DEDICATED FOR PUBLIC ROAD PURPOSES BY A DEED RECORDED 11/5/1904 IN BOOK 328 OF DEEDS AT PAGE 11, O R F C

LINE TABLE	
BEARING	LENGTH
L1	S 55°03'13" E 7.31'
L2	S 15°02'38" E 29.86'
L3	S 25°02'05" W 19.09'
L4	N 49°49'22" W 67.34'
L5	N 86°29'44" W 49.97'
L6	S 31°04'25" W 83.65'
L7	S 48°54'06" E 110.80'
L8	N 25°02'05" E 98.87'
L9	S 76°05'16" E 14.27'
L10	N 25°02'05" E 12.91'
L11	S 25°02'05" W 13.00'
L12	S 31°33'14" E 12.50'
L13	S 65°36'02" E 14.57'
L14	S 25°02'05" W 87.90'
L15	S 67°54'06" E 103.39'
L16	N 12°46'54" E 75.80'
L17	S 48°54'06" E 93.83'
L18	S 67°54'06" E 57.91'

APN 505-060-08
 DOCUMENT NO.
 2003-0212209, O.R.F.C.



PROPOSED PUBLIC PEDESTRIAN WALKWAY AND BIKE PATH EASEMENT SEE EXHIBIT "D"

VETERANS BOULEVARD

EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 9, 13/19

CENTERLINE OF VETERANS BOULEVARD PER OFFICIAL PLAN LINE RECORDED IN VOLUME 8 OF PRECISE PLANS AT PAGE 34, F C R

NORTH BRYAN AVENUE ALIGNMENT
 APN 505-060-74



NO SCALE

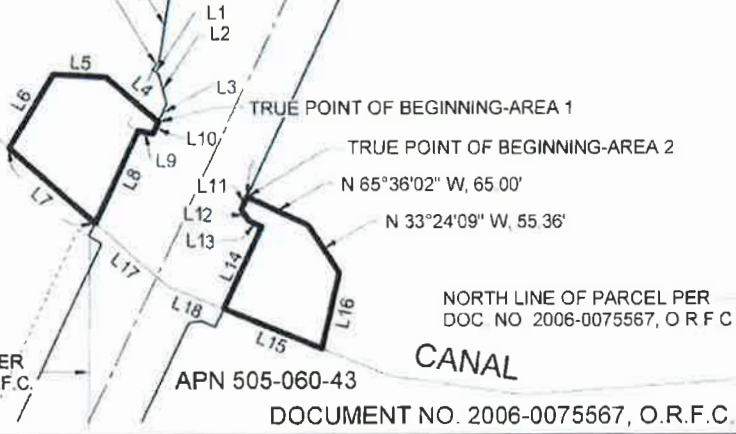
INDICATES AREA TO BE ACQUIRED IN FAVOR OF FRESNO IRRIGATION DISTRICT FOR CANAL PURPOSES
 AREA=20,959 SQ. FT.

HERNDON
 S 35°13'40" W, 13.47'
 S 8°29'11" W, 67.18'
 S 34°59'18" W, 12.00'

PARCEL 1 OF DOCUMENT NO. 2006-0201552, O.R.F.C.

APN 505-060-16S

WEST LINE OF PARCEL PER DOC. NO. 2006-0075587, O.R.F.C.



CITY OF FRESNO DEPARTMENT OF PUBLIC WORKS

PARCELS TO BE ACQUIRED IN FAVOR OF THE FRESNO IRRIGATION DISTRICT FOR CANAL PURPOSES

PROJ ID	PW00669	RES TYPE	
FUND NO	22504		
ORG NO	189901		
DR. BY	J A C	SHEET NO.	1
CH. BY	J A C	OF	1 SHEETS
DATE	APRIL 1, 2020	15-A-9XXX	
SCALE	NO SCALE		

EXHIBIT "C"

FREE RECORDING IN ACCORDANCE
WITH CALIFORNIA GOVERNMENT
CODE SECTIONS 6103 AND 27383

Documentary Transfer Tax -- \$0.00

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO
FOR THE BENEFIT OF

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

Recording Information

GRANT OF EASEMENT

LOCATION: N/E SHAW AND GRANTLAND AVENUES
APN: 505-060-08
CANAL: HERNDON NO. 39
PROJECT: JOB 1744-VETRANS BOULEVARD

THIS INDENTURE and GRANT OF EASEMENT is made and entered into this ____ day of _____, 20__, by and between Adamas, LLC, a California Limited Liability Company, hereinafter referred to as "GRANTOR", and the FRESNO IRRIGATION DISTRICT, a California irrigation district, hereinafter referred to as "DISTRICT";

WITNESSETH:

1. For a valuable consideration, receipt of which is hereby acknowledged, GRANTOR does hereby grant unto DISTRICT, its successors and assigns, a perpetual and exclusive¹ easement and right-of-way to construct, install, operate, maintain, alter, repair, improve, reconstruct, access, inspect, clean, reconfigure, redesign, traverse and/or pipe: canal(s), ditches, pipelines turnouts, gates, structures, conduits, meters, valves, measuring and/or telemetric control devices or structures, monitoring stations/devices, power lines, poles, panels and/or equipment, pumps or any other accouterments or security structures ("Improvements") the DISTRICT deems helpful or necessary in connection with its rights granted under this GRANT OF EASEMENT (all hereinafter "Improvements") as determined by the DISTRICT and to flow and conduct water through said pipes, canals, conduits, structures and Improvements across, over, through and under that certain real property owned by

¹ Except as noted in Paragraph 6, below.

GRANTOR in the County of Fresno, State of California, more particularly described as follows:

See Exhibit "A"

2. Said easement and right-of-way is as shown on EXHIBIT "B" & EXHIBIT "C" attached hereto and described as follows:

See EXHIBIT "B" and as shown on EXHIBIT "C"

3. Said easement and right-of-way shall include all rights necessary, convenient or incidental to the use thereof as determined by the DISTRICT including the right of unrestricted ingress to and egress from said easement, Improvements and right-of-way so described over and across said real property owned by GRANTOR at such times and locations and for such equipment, material, personnel and vehicles as determined by the DISTRICT.
4. Said easement also permits and authorizes District the right to enter into any agreements with outside Agency(s) whereby the outside Agency (including but not limited to the City of Fresno, FMFCD, Public Utilities, etc.) may be granted (by District) certain rights to construct, maintain, operate, use all or certain portions of District's easement whereby uses thereof will be permitted by the District under the terms of an agreement by and between District and outside Agency. Landowner hereby anticipatorily consents to District granting such rights to the outside Agency(s) under such arrangement.
5. All canals, pipes, pipelines, conduits and other facilities (Improvements) constructed, installed and/or placed by or for DISTRICT upon and within said easement shall become and remain the property of DISTRICT and shall be maintained by DISTRICT at DISTRICT'S expense and GRANTOR shall have no right, title or interest therein.
6. When said canals, pipes, pipelines and other structures or facilities (Improvements) shall be constructed, installed, operated, maintained, altered, repaired, improved, reconstructed, accessed, inspected, cleaned, reconfigured, redesigned, traversed, piped, , etc., the manner in which they shall be installed, constructed and/or placed by or for the DISTRICT; and, the time and manner for conducting and discharging water through the same shall be in the sole, exclusive and absolute control of DISTRICT. If DISTRICT fails to undertake the placement or construction of said Improvements within a term set by the DISTRICT and/or thereafter determines that the easement is not needed, DISTRICT will abandon the easement by recorded document signed by the DISTRICT. Said easement shall not be deemed abandoned by DISTRICT until and unless such DISTRICT-executed document formally abandoning the easement is recorded.

7. DISTRICT hereby allows, to GRANTOR, the right to use the surface of the land within said easement for its own purposes, so long as said use by GRANTOR does not interfere in any way with the use of said easement by DISTRICT for the purposes for which said easement is granted; and, provided further that GRANTOR shall not build or construct any building or other permanent structure on or plant any vegetative materials within said easement (including but not limited to storage sheds, carports, garages, building overhangs, pergolas, patios, concrete pads, pools, pool equipment, hot tubs, spas, decks, basins, kiosks, bollards, fences, gates, septic systems, leach lines, wells, entry/exit landings, or any similar improvements) without the written permission and consent of DISTRICT, which permission may be withdrawn at any time by the DISTRICT if GRANTOR's activities or improvements interfere with the DISTRICT's easement. DISTRICT shall have the right, without notice, and at GRANTOR'S expense, to modify any of Grantor's surface uses and/or to remove any structures, fences, or vegetative materials or other encroachments from said easement which interfere at any time with the purpose or use of said easement from time to time as determined by the DISTRICT.
8. Landowner will arrange for any secured lienholder having an interest in the Property subject to any easements granted hereunder to submit a recordable, fully executed Subordination Agreement in form and substance acceptable to the DISTRICT to be recorded contemporaneously herewith to subordinate any such lien to the easement(s) and rights of way and other interests herein conveyed to the DISTRICT as a condition to the DISTRICT accepting this easement.
9. This Grant of Easement described herein in favor of the DISTRICT shall constitute a covenant running with the land and shall be interpreted and administered by this Agreement as an easement under California law, and California Civil Code sections 801, 1104, and 1468, et seq. The Easements contained herein shall run with the land and shall be binding on all parties and persons claiming under them including all tenants and successors, assigns, and transferees of any party.

[SIGNATURES FOLLOW ON THE NEXT PAGE]

IN WITNESS WHEREOF, the undersigned have caused this Grant of Easement to be executed the date hereinabove written.

DISTRICT

The Fresno Irrigation District, a California irrigation district

By: _____
Ryan Jacobsen, President

By: _____
Bill Stretch, Secretary

GRANTOR

ADAMAS, LLC.,
a California Limited Liability Company

By: Horizon Enterprises, LP, a California Limited Partnership, its sole member

By:  9-4-2020
Steven Weil, General Partner

By: The Martin and Marianne Weil Revocable Trust, dated September 22, 1994, as most recently amended and restated on September 22, 2017, and as later amended, General Partner

By:  9-4-2020
Steven Weil

As Co-Trustee for the Martin and Marianne Weil Revocable Trust, dated September 22, 1994, as most recently amended and restated on September 22, 2017, and as later amended

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.

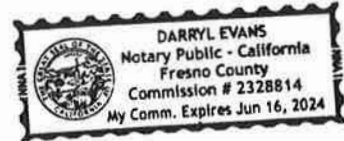
COUNTY OF FRESNO)

On September 4, 2020, before me, **DARRYL EVANS**, Notary Public, personally appeared STEVEN WEIL, 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: _____



(affix seal in above space)

EXHIBIT "A"

APN 505-060-08

The land referred to herein below is situated in the City of Fresno, County of Fresno, State of California, more particularly described as follows:

That portion of the Southwest quarter of Section 9, Township 13 South, Range 19 East, Mount Diablo Base and Meridian, according to the Official Plat thereof, lying North and East of the Herndon Canal.



2017-019
15-A-9318
PWF 11738

EXHIBIT "B"

APN 505-060-08 (portion)
Fresno Irrigation District Canal Easement

Area 1

A portion of the Southwest quarter of Section 9, Township 13 South, Range 19 East, Mount Diablo Base and Meridian, according to the Official United States Government Township Plat thereof, and as shown on that Record of Survey recorded in Book 58 of Record of Surveys at Pages 8 through 18, Fresno County Records, more particularly described as follows:

COMMENCING at the Center quarter corner of said Section 9; thence South 0°04'32" West, along the East line of said Southwest quarter, a distance of 30.00 feet; thence South 89°48'50" West, parallel with and 30.00 feet south of the North line of said Southwest quarter, a distance of 14.80 feet to the northwesterly right of way line of Veteran's Boulevard as dedicated as a public street easement in deed of easement recorded October 9, 2017 as Instrument Number 2017-0130234, Official Records Fresno County; thence South 25°02'05" West, on said right of way line, a distance of 1028.64 feet; thence South 28°50'55" West, on said right of way line, a distance of 120.27 feet; thence South 25°02'05" West, on said right of way line, a distance of 100.15 feet; thence South 76°59'39" West, on said right of way line, a distance of 29.55 feet; thence North 54°43'21" West, on said right of way line, a distance of 10.00 feet; thence South 35°13'40" West, on said right of way line, a distance of 13.47 feet; thence South 8°29'11" West, on said right of way line, a distance of 67.18 feet; thence South 34°59'18" West, on said right of way line, a distance of 12.00 feet; thence South 55°03'13" East, on said right of way line, a distance of 7.31 feet; thence South 15°02'38" East, on said right of way line, a distance of 29.86 feet; thence South 25°02'05" West, on said right of way line, a distance of 19.09 feet to the **TRUE POINT OF BEGINNING OF AREA 1**; thence North 49°49'22" West, leaving said right of way line, a distance of 67.34 feet; thence North 86°29'44" West, a distance of 49.97 feet; thence South 31°04'25" West, a distance of 83.65 feet to the North line of that parcel described in that Quitclaim Deed recorded September 21, 2006 as Document Number 2006-0201552, Official Records Fresno County; thence South 48°54'06" East, on last said North line, and on the North line of that Parcel described in Grant Deed recorded April 11, 2006 as Document Number 2006-0075567, Official Records Fresno County, a distance of 110.60 feet to said northwesterly right of way line of Veteran's Boulevard; thence North 25°02'05" East, leaving last said North lines on said right of way line, a distance of 98.87 feet; thence South 76°05'16" East, on said right of way line, a distance of 14.27 feet; thence North 25°02'05" East, on said right of way line, a distance of 12.91 feet to the **TRUE POINT OF BEGINNING OF AREA 1**.

Area 2

A portion of the Southwest quarter of Section 9, Township 13 South, Range 19 East, Mount Diablo Base and Meridian, according to the Official United States Government Township Plat thereof, and as shown on that Record of Survey recorded in Book 58 of Record of Surveys at Pages 8 through 18, Fresno County Records, more particularly described as follows:

COMMENCING at the Center quarter corner of said Section 9; thence South 0°04'32"

West, along the East line of said Southwest quarter, a distance of 256.58 feet to the southwesterly right of way line of Veteran's Boulevard as dedicated as a public street easement in deed of easement recorded October 9, 2017 as Instrument Number 2017-0130234, Official Records Fresno County;

thence South 25°02'05" West, on said right of way line, a distance of 1228.69 feet to the **TRUE POINT OF BEGINNING OF AREA 2**; thence South 25°02'05" West, on said right of way line, a distance of 13.00 feet; thence South 31°33'14" East, on said right of way line, a distance of 12.50 feet; thence South 65°36'02" East, on said right of way line, a distance of 14.57 feet; thence South 25°02'05" West, on said right of way line, a distance of 87.90 feet to the North line of that Parcel described in Grant Deed recorded April 11, 2006 as Document Number 2006-0075567, Official Records Fresno County; thence South 67°54'06" East, on last said North line and leaving said right of way line, a distance of 103.39 feet; thence North 12°46'54" East, leaving last said North line, a distance of 75.80 feet; thence North 33°24'09" West, a distance of 55.36 feet; thence North 65°36'02" West, a distance of 65.00 feet to the southwesterly line of said Veteran's Boulevard and the **TRUE POINT OF BEGINNING OF AREA 2**.

Contains an area of 20,959 square feet, more or less.

The bearings and distances described herein above, are based on the California Coordinate System of 1983 (1991.35), Zone 4, as shown on that Record of Survey recorded in Book 58 of Record of Surveys at Pages 8 through 18, Fresno County Records. Multiply by 1.000063 to obtain ground distances.



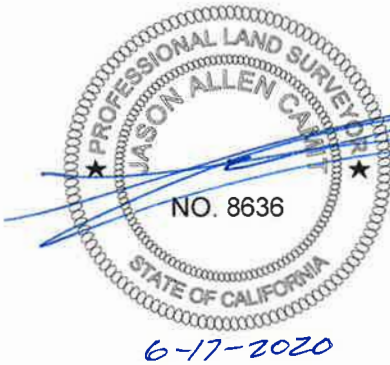
EXHIBIT "C"

DATA SHOWN IS BASED ON THE RECORD OF SURVEY RECORDED IN BOOK 58 OF RECORD OF SURVEYS AT PAGES 8-18, F.C.R. THE BEARINGS AND DISTANCES SHOWN HEREIN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (1991.35), ZONE 4, AS SHOWN ON SAID RECORD OF SURVEY. MULTIPLY BY 1.000063 TO OBTAIN GROUND DISTANCES.

PREVIOUSLY DEDICATED FOR PUBLIC ROAD PURPOSES BY A DEED RECORDED 11/5/1904 IN BOOK 328 OF DEEDS AT PAGE 11, O.R.F.C.

APN 505-060-08
DOCUMENT NO.
2003-0212209, O.R.F.C.

LINE TABLE		
	BEARING	LENGTH
L1	S 55°03'13" E	7.31'
L2	S 15°02'38" E	29.86'
L3	S 25°02'05" W	19.09'
L4	N 49°49'22" W	67.34'
L5	N 86°29'44" W	49.97'
L6	S 31°04'25" W	83.65'
L7	S 48°54'06" E	110.60'
L8	N 25°02'05" E	98.87'
L9	S 76°05'16" E	14.27'
L10	N 25°02'05" E	12.91'
L11	S 25°02'05" W	13.00'
L12	S 31°33'14" E	12.50'
L13	S 65°36'02" E	14.57'
L14	S 25°02'05" W	87.90'
L15	S 67°54'06" E	103.39'
L16	N 12°46'54" E	75.80'
L17	S 48°54'06" E	93.83'
L18	S 67°54'06" E	57.91'



HERNDON
N 48°54'06" W
NORTH LINE OF PARCEL 1 PER
DOC. NO. 2006-0201552, O.R.F.C.

PARCEL 1 OF
DOCUMENT NO.
2006-0201552,
O.R.F.C.

APN 505-060-16S
WEST LINE OF PARCEL PER
DOC. NO. 2006-0075567, O.R.F.C.

PROPOSED PUBLIC PEDESTRIAN
WALKWAY AND BIKE PATH
EASEMENT SEE EXHIBIT "D"

VETERANS BOULEVARD
S 25°02'05" W 1028.64'
S 25°02'05" W 1228.69'

EAST LINE OF THE
SOUTHWEST 1/4 OF
SECTION 9, 13/19

CENTERLINE OF VETERANS
BOULEVARD PER OFFICIAL
PLAN LINE RECORDED IN
VOLUME 8 OF PRECISE
PLANS AT PAGE 34, F.C.R.

NORTH BRYAN AVENUE ALIGNMENT
APN 505-060-74



NO SCALE

INDICATES AREA
TO BE ACQUIRED
IN FAVOR OF FRESNO
IRRIGATION DISTRICT
FOR CANAL
PURPOSES
AREA=20,959 SQ. FT.

TRUE POINT OF BEGINNING-AREA 1
TRUE POINT OF BEGINNING-AREA 2
N 65°36'02" W, 65.00'
N 33°24'09" W, 55.36'

NORTH LINE OF PARCEL PER
DOC. NO. 2006-0075567, O.R.F.C.

APN 505-060-43
DOCUMENT NO. 2006-0075567, O.R.F.C.

CANAL

REF. & REV. 2020-XXX PWF 11738 PLAT 1643	CITY OF FRESNO DEPARTMENT OF PUBLIC WORKS	PROJ. ID. PW00669	RES TYPE _____
		FUND NO. 22504	_____
PARCELS TO BE ACQUIRED IN FAVOR OF THE FRESNO IRRIGATION DISTRICT FOR CANAL PURPOSES		ORG. NO. 189901	_____
		DR. BY J.A.C.	SHEET NO. 1
		CH. BY J.A.C.	OF 1 SHEETS
		DATE APRIL 1, 2020	15-A-9XXX
		SCALE NO SCALE	