

**AGREEMENT FOR PURCHASE AND SALE OF PROPERTY
AND ESCROW INSTRUCTIONS
Veterans Boulevard Project
PW00669**

Virginia J. Fornasir, Trustee hereinafter referred to as the "Sellers," without regard to number or gender, hereby offers to sell to the CITY OF FRESNO, a municipal corporation, hereinafter called the "City," the hereinafter described property is being purchased for a street easement on the following terms and conditions (the "Agreement").

1. All that real property which is the subject of this Agreement, and which is hereinafter for convenience referred to as the "Subject Property," is presently in fee simple title to that certain parcel of land situated in the City of Fresno, County of Fresno, State of California, more particularly described as Assessors' Parcel Number 505-060-16S. Further the "Subject Property," to be acquired as a permanent easement consists of 183,242 square feet and is depicted on Exhibits "A", "B", "C", and "D" which is hereby made part of this agreement by reference.
2. Sellers and Buyers acknowledge that an additional 19,130 square feet of easement is being acquired for a temporary basin. The proposed easement is temporary in nature, when it's no longer needed this area will be filled in with dirt to grade level and compacted then returned to the property.
3. The purchase price for the Subject Property shall be the sum of SEVEN HUNDRED TWENTY ONE THOUSAND- ONE HUNDRED DOLLARS (\$721,100.00) as just compensation therefor.
4. Sellers acknowledge 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 Sellers 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 Sellers. Sellers waive 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 subject property by the City, including the right to remove and dispose of improvements within the subject property shall commence on the close of escrow controlling this transaction or July 28, 2017, whichever occurs first.

6. Sellers represent and warrant that it has the authority to make the offer herein made and that they hold fee title to said real property and can convey the Subject Property free and clear of all liens, encumbrances, and restrictions of record upon review and approval of an updated title report.

7. The sale shall be completed through an external escrow to be opened at Fidelity National Title Company, Escrow No. FFOM-2011604355, located at 7485 North Palm Avenue #106, Fresno, CA 93711. Phone number is 559-431-8050. Bernadette Watson shall process the escrow. Said escrow shall be opened upon the following terms and conditions, and the Sellers and City by their signature to this Agreement make this paragraph their escrow instructions:

- a. The City shall deposit the sums specified in Paragraph 2 of this Agreement and the closing costs in escrow upon receipt of a demand and statement from said title company therefore.
- b. Payment of said sums, less Seller's cost to clear title, if any, may be made to Sellers 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.
- c. It is understood that Sellers shall be responsible for the payment of all taxes, penalties, redemptions, and costs allocable to the subject property. It is further Sellers' responsibility to apply to the County

Tax Collector for any refund or decrease in taxes which may be granted, if any.

- 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. Sellers shall pay any cost to convey the title to the Subject Property in the condition described in 6.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.

8. 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 costs associated legal expenses, if reasonable.
- 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 to the extent that there is a conflict.
- 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 Sellers.

9. Environmental Indemnity Seller shall indemnify, hold harmless, and defend the Buyer, its officers, agents, employees, and volunteers from any liability, loss, fines, penalties, forfeitures, claims, expenses, and costs, whether incurred by the Seller, Buyer, 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 Closing. 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. Upon written notice from the Buyer, the Seller, at Seller's sole cost and expense, shall immediately assume the defense of any claims, suit or action brought against the City by any public body, individual, partnership, corporation or other legal entity, relating to any matter covered by this paragraph. Seller's obligations under this indemnity shall survive the close of escrow and the recording of the grant deed.

10. 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 Sellers and City, their heirs, executors, administrators, successors in interest, and assigns.

This Agreement is executed by the City of Fresno by and through the Assistant Public Works Director or his designee of said City pursuant to authority granted by the Council of the City of Fresno on

SELLERS:

Virginia J. Fornasir, Trustee of the Virginia J. Fornasir Trust

RECOMMENDED FOR APPROVAL:

BY: Cathy Rodriguez
Cathy Rodriguez
Senior Real Estate Agent
Date 6/12/17
BY: Craig L. Hansen
Craig L. Hansen
Supervising Real Estate Agent
Date 6/30/2017

SELLER'S SIGNATURE:

BY: Virginia J. Fornasir
Virginia J. Fornasir, Trustee
Date 6-15-17

Address of Sellers:
1308 Appaloosa road
Boulder City, NV 89005

CITY OF FRESNO

Date _____

Scott Mozier, Director
Department of Public Works

Address of City:
City of Fresno
Public Works Department
2600 Fresno Street, Room 4019
Fresno, CA 93721-3623

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: Maelyn Panvaman
Deputy

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By _____
Deputy
APN 505-060-16S

EXHIBIT "A"

Page 1 of 2

APN 505-060-16S (portions)
Street easements

Portions of that certain parcel described and designated as Parcel 1 in that Quitclaim Deed recorded September 21, 2006 as Document No. 2006-0201552, Official Records of Fresno County, and as shown on that Record of Survey recorded in Book 58 of Record of Surveys at Pages 8 through 18, Fresno County Records, situated in 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, more particularly described as follows:

PARCEL 1

COMMENCING at the southwest corner of the southeast quarter of the southwest quarter of said Section 9, also being the southwest corner of said Parcel 1; thence N 0°09'05" E, along the west line of said southeast quarter, also being the west line of said Parcel 1, a distance of 35.00 feet to a point on the northerly right-of-way line of that portion of West Shaw Avenue acquired by the County of Fresno by that deed recorded April 22, 1965 as Document No. 34079 in Book 5160 at Page 15, Official Records of Fresno County, said point being the TRUE POINT OF BEGINNING of this description; thence S 89°32'49" E, along said northerly right-of-way line, a distance of 648.90 feet to a point on the east line of said Parcel 1, said point being 32.54 feet north of the south line of the southwest quarter of said Section 9; thence N 0°05'28" E, along said east line, a distance of 29.46 feet; thence N 89°45'51" W, parallel with and 62.00 feet north of said south line, a distance of 354.82 feet; thence N 32°21'53" W, a distance of 33.70 feet; thence N 25°02'05" E, a distance of 18.33 feet; thence N 0°19'56" E, a distance of 55.04 feet; thence N 25°02'05" E, a distance of 147.91 feet; thence N 23°53'20" E, a distance of 250.05 feet; thence N 25°02'05" E, a distance of 478.18 feet to said east line of Parcel 1; thence N 0°05'28" E, along said east line, a distance of 258.46 feet; thence, leaving said east line, S 25°02'05" W, a distance of 712.63 feet; thence S 26°10'49" W, a distance of 250.05 feet; thence S 25°02'05" W, a distance of 109.61 feet to the beginning of a tangent curve concave northwesterly and having a radius of 50.00 feet; thence southwesterly, along the arc of said curve, through a central angle of 19°40'00", an arc distance of 17.16 feet to the beginning of a reverse curve concave southeasterly and having a radius of 70.00 feet; thence southwesterly, along the arc of said reverse curve, through a central angle of 19°40'00", an arc distance of 24.03 feet; thence S 25°02'05" W, a distance of 153.47 feet; thence S 57°38'07" W, a distance of 21.55 feet; thence N 89°45'51" W, parallel with and 62.00 feet north of said south line of the southwest quarter of said Section 9, a distance of 85.85 feet to said west line of Parcel 1; thence S 0°09'05" W, along said west line, a distance of 27.00 feet to the TRUE POINT OF BEGINNING.

Contains an area of 149,359 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 "A"

Page 2 of 2

PARCEL 2

COMMENCING at the southwest corner of the southeast quarter of the southwest quarter of said Section 9, also being the southwest corner of said Parcel 1; thence S 89°45'51" E, along the south line of said southwest quarter, a distance of 648.93 feet to the southeast corner of said Parcel 1; thence N 0°05'28" E, along the east line of said Parcel 1, a distance of 1248.91 feet to the TRUE POINT OF BEGINNING of this description; thence continuing N 0°05'28" E, along said east line, a distance of 2.22 feet; thence, leaving said east line, S 25°02'05" W, a distance of 1.90 feet; thence S 58°24'12" E, a distance of 0.97 feet to the TRUE POINT OF BEGINNING.

Contains an area of 0.9 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.



3.3-2016

EXHIBIT "B"

SHEET 1 OF 3

WEST BARSTOW AVENUE

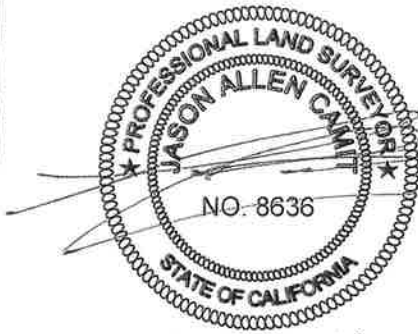
N 89°48'50" E 2632.85'

1316.42'

1316.43'

WEST 1/4 CORNER
OF SECTION 9, 13/19

CENTER 1/4 CORNER
OF SECTION 9, 13/19



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.

NORTH GRANTLAND AVENUE

N 0°13'40" E 2639.61'

WEST LINE OF PARCEL 1



NO SCALE

N 0°09'05" E 2649.31'

1827.04'

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

APN 505-060-16S

HERNDON CANAL
S 48°54'06" E 857.38'

PROPOSED PUBLIC
STREET EASEMENT
PARCEL "B" SEE
EXHIBIT "B" SHEET 3

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

PROPOSED BASIN
EASEMENT BY
SEPARATE DEED

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

PROPOSED PUBLIC
STREET EASEMENT
PARCEL "A" SEE
EXHIBIT "B" SHEET 2

SOUTHWEST CORNER
OF SECTION 9, 13/19

SOUTH 1/4 CORNER
OF SECTION 9, 13/19

1319.92'

648.93'

1319.92'

670.99'

SOUTHWEST CORNER OF THE SOUTHEAST 1/4
OF THE SOUTHWEST 1/4 OF SECTION 9, 13/19

N 89°45'51" W 2639.84'

WEST SHAW AVENUE

NORTH BRYAN AVENUE ALIGNMENT
N 0°04'32" E 2659.01'

REF. & REV.

2015-062

PWF 11738

PLAT 1643

CITY OF FRESNO

DEPARTMENT OF PUBLIC WORKS

PARCEL TO BE DEDICATED TO THE CITY OF FRESNO
AS AN EASEMENT AND RIGHT-OF-WAY FOR
PUBLIC STREET PURPOSES

PROJ. ID. PWF00669

FUND NO. 22504

ORG. NO. 189901

RES TYPE

DR. BY A.J.

CH. BY J.A.C.

DATE SEPT. 28, 2016

SCALE NO SCALE

SHEET NO. 1
OF 3 SHEETS

15-A-9157

EXHIBIT "B"

SHEET 3 OF 3



SEE DETAIL "A"

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

APN 505-060-16S



NO SCALE

EASEMENT, SEE EXHIBIT "D"

PROPOSED PUBLIC
STREET EASEMENT
PARCEL "A" SEE
EXHIBIT "B" SHEET 2

PROPOSED PUBLIC PEDESTRIAN
WALKWAY AND BIKE PATH

EAST LINE OF PARCEL 1

POINT OF COMMENCEMENT
SOUTHWEST CORNER OF THE
SOUTHEAST 1/4 OF THE SOUTH-
WEST 1/4 OF SECTION 9, 13/19

S 89°45'51" E 648.93'

WEST SHAW AVENUE

N 0°05'28" E 1248.91'

30.98'

14.97'

N 0°05'28" E

S 48°54'06" E

TRUE POINT OF BEGINNING

DETAIL "A"
PARCEL "B"
NO SCALE



EAST LINE OF PARCEL 1

N 0°05'28" E 2.22'

S 25°02'05" W 1.90'

S 58°24'12" E 0.97'

TRUE POINT OF BEGINNING

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



INDICATES AREA TO BE DEDICATED
PARCEL "B" = 0.9 S.F.±

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.

REF. & REV.

2015-062

PWF 11738

PLAT 1643

CITY OF FRESNO
DEPARTMENT OF PUBLIC WORKS

PARCEL TO BE DEDICATED TO THE CITY OF FRESNO
AS AN EASEMENT AND RIGHT-OF-WAY FOR
PUBLIC STREET PURPOSES

PROJ. ID. PW00669
FUND NO. 22504
ORG. NO. 189901

RES TYPE

DR. BY. A.J.
CH. BY. J.A.C.
DATE SEPT. 28, 2016
SCALE NO SCALE

SHEET NO. 3
OF 3 SHEETS

15-A-9157

EXHIBIT "C"

APN 505-060-16S (portion)
Trail easement

A portion of that certain parcel described and designated as Parcel 1 in that Quitclaim Deed recorded September 21, 2006 as Document No. 2006-0201552, Official Records of Fresno County, and as shown on that Record of Survey recorded in Book 58 of Record of Surveys at Pages 8 through 18, Fresno County Records, situated in 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, more particularly described as follows:

COMMENCING at the southwest corner of the southeast quarter of the southwest quarter of said Section 9, also being the southwest corner of said Parcel 1; thence N 0°09'05" E, along the west line of said southeast quarter, also being the west line of said Parcel 1, a distance of 62.00 feet; thence S 89°45'51" E, parallel with and 62.00 feet north of the south line of the southwest quarter of said Section 9, a distance of 70.00 feet to the TRUE POINT OF BEGINNING of this description; thence N 25°02'05" E, a distance of 178.27 feet; thence N 34°52'04" E, a distance of 40.99 feet; thence N 25°02'05" E, a distance of 109.61 feet; thence N 26°10'49" E, a distance of 250.05 feet; thence N 25°02'05" E, a distance of 742.21 feet; thence S 58°24'12" E, a distance of 13.02 feet to the east line of said Parcel 1; thence S 0°05'28" W, along said east line, a distance of 30.98 feet; thence, leaving said east line, S 25°02'05" W, a distance of 712.63 feet; thence S 26°10'49" W, a distance of 250.05 feet; thence S 25°02'05" W, a distance of 109.61 feet to the beginning of a tangent curve concave northwesterly and having a radius of 50.00 feet; thence southwesterly, along the arc of said curve, through a central angle of 19°40'00", an arc distance of 17.16 feet to the beginning of a reverse curve concave southeasterly and having a radius of 70.00 feet; thence southwesterly, along the arc of said reverse curve, through a central angle of 19°40'00", an arc distance of 24.03 feet; thence S 25°02'05" W, a distance of 153.47 feet; thence S 57°38'07" W, a distance of 21.55 feet; thence N 89°45'51" W, parallel with and 62.00 feet north of the south line of the southwest quarter of said Section 9, a distance of 15.85 feet to the TRUE POINT OF BEGINNING.

Contains an area of 33,882 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.



2015-062
15-A-9157
PWF 11738

EXHIBIT "D"

PROPOSED PUBLIC STREET EASEMENT
PARCEL "B" SEE
EXHIBIT "B" SHEET 3



APN 505-060-16S

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

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

APN 505-060-43

- ① = PREVIOUSLY GRANTED TO THE COUNTY
BY DEED RECORDED 4/30/1965 AS DOC.
NO. 36328 IN BK. 5163 AT PG. 2, O.R.F.C.
- ② = PREVIOUSLY GRANTED TO THE COUNTY
BY DEED RECORDED 4/22/1965 AS DOC.
NO. 34079 IN BK. 5160 AT PG. 15, O.R.F.C.
- ③ = PREVIOUSLY GRANTED TO THE COUNTY
BY DEED RECORDED 6/29/1965 AS DOC.
NO. 53028 IN BK. 5187 AT PG. 83, O.R.F.C.

INDICATES AREA TO BE DEDICATED
PARCEL "A" = 33,882 S.F.±

LINE TABLE

BEARING LENGTH

L1	N 0°09'05" E	35.00'
L2	N 0°09'05" E	27.00'
L3	S 89°45'51" E	70.00'
L4	N 25°02'05" E	178.27'
L5	N 34°52'04" E	40.99'
L6	N 25°02'05" E	109.61'
L7	S 58°24'12" E	13.02'
L8	S 0°05'28" W	30.98'
L9	S 25°02'05" W	109.61'
L10	S 25°02'05" W	153.47'
L11	S 57°38'07" W	21.55'
L12	N 89°45'51" W	15.85'

CURVE TABLE

RADIUS DELTA LENGTH

C1	50.00'	19°40'00"	17.16'
C2	70.00'	19°40'00"	24.03'

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

N 89°32'49" W

N 0°09'05" E
WEST LINE OF PARCEL 1

EAST LINE OF PARCEL 1
N 0°05'28" E 1217.93'

PROPOSED PUBLIC STREET EASEMENT
PARCEL "A" SEE
EXHIBIT "B" SHEET 2

NO SCALE

APN 505-060-19

TRUE POINT OF BEGINNING

N 89°33'08" W

① 151.42' S 89°32'49" E 648.90' ②
N 89°45'51" W 648.93'

POINT OF COMMENCEMENT
SOUTHWEST CORNER OF THE
SOUTHEAST 1/4 OF THE SOUTH-
WEST 1/4 OF SECTION 9, 13/19

WEST SHAW AVENUE

DATA SHOWN IS BASED ON THE RECORD OF SURVEY
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REF. & REV.

2015-062

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AN EASEMENT AND RIGHT-OF-WAY FOR PEDESTRIAN
WALKWAY, BICYCLE PATH AND LANDSCAPING PURPOSES

PROJ. ID. PW00689 RES TYPE
FUND NO. 22504
ORG. NO. 189901

DR. BY A.J.
CH. BY J.A.C.
DATE SEPT. 28, 2016
SCALE NO SCALE

SHEET NO. 1
OF 1 SHEETS

15-A-9157