

**AGREEMENT FOR PURCHASE AND SALE OF PROPERTY  
AND ESCROW INSTRUCTIONS**

**Veterans Boulevard Project  
APN 505-060-08  
City Project Number PW00669**

**ADAMAS, Limited Liability Company**, hereinafter called 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 street, trail and irrigation easements on the following terms and conditions:

1. The real property which is the subject of this Agreement are situated in the City of Fresno, County of Fresno, State of California and may hereinafter for convenience be referred to as the "Subject Property," being an street easement approximately 166,194 square feet (Exhibits "A" & "B"), a trail easement approximately 32,418 square feet (Exhibits "C" & "D") all are located on Assessor's Parcel Numbers 505-060-08 and which is more particularly depicted in:

Exhibits "A"&"B", & "C" & "D", which are attached and incorporated herein

2. The purchase price for the Subject Properties shall be the sum of SIX HUNDRED SEVENTY-THREE THOUSAND AND 00/100 DOLLARS (\$673,000.00) as just compensation therefor,

3. Sellers acknowledge that the City has the power to acquire the Subject Properties 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.

4. It is agreed and confirmed by the City and the Sellers that notwithstanding other provisions in this Agreement, the right of possession and use of the Subject Properties by the City, including the right to remove and dispose of improvements within the Subject Properties shall commence on September 1, 2017 or the close of escrow controlling this transaction, whichever occurs first, and the amount shown in Paragraph 2 above includes, but is not limited to, full payment for possession and use, including damages, if any, from said date.

5. Sellers represent and warrant that they have the authority to make the offer herein made, and that they hold fee title to said real property and can convey the Subject Properties free and clear of all liens, encumbrances, and restrictions of record except for the title exceptions noted in 6.b below.

6. The sale shall be completed through an escrow to be opened at Fidelity National Title Company, 7485 North Palm Avenue, Suite 106, Fresno, California 93711 ("Escrow Holder"), under Escrow Number FFOM-2011604361. 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 therefor.
- b. Payment of said sums, less Sellers' 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 Properties and when said Escrow Holder stands ready to issue to the City a standard title insurance policy guaranteeing title to said property in the City free and clear of all liens, encumbrances, and restrictions of record, except for: Items 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 & 20 of the Preliminary Title Report No. FFOM-2011604361 dated September 19, 2016 from Fidelity National Title Company.
- c. It is understood that Sellers shall be responsible if applicable for the payment of all taxes, penalties, redemptions, and costs allocable to the Subject Properties at the close of escrow. It is further Sellers' 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. Sellers will pay any cost to convey the title to the Subject Properties 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.

7. **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 Sellers.

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

9. Environmental Indemnity - Sellers shall indemnify, hold harmless, and defend the City, its officers, agents, employees, and volunteers from any liability, loss, fines, penalties, forfeitures, claims, expenses, and costs, whether incurred by the Sellers, City, 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.

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.

**SIGNATURE PAGE TO FOLLOW**

## Signature Page

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

CITY OF FRESNO

RECOMMENDED FOR APPROVAL:

BY: \_\_\_\_\_

J. A Pete Caldwell  
Senior Real Estate Agent

Date: \_\_\_\_\_

CITY OF FRESNO

By: \_\_\_\_\_

Andrew J. Benelli  
Assistant Director,  
Department of Public Works

Date: \_\_\_\_\_

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

ATTEST:  
YVONNE SPENCE, CMC  
City Clerk

By \_\_\_\_\_

Deputy

SELLERS: Adamas, LLC

By: \_\_\_\_\_

Martin Weil, Manager

Date: 6/16/17

By: \_\_\_\_\_

Steven Weil, Manager

Date: 6/16/17

Address of Sellers:  
5445 North Fresno St. Apt. 214  
Fresno, CA 93710

APPROVED AS TO FORM:

DOUGLAS T. SLOAN

City Attorney

By: \_\_\_\_\_

Deputy

7-10-17

## EXHIBIT "A"

APN 505-060-08 (portion)  
Street easements

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  $0^{\circ}04'32''$  West, along the East line of said Southwest quarter, a distance of 30.00 feet to the TRUE POINT OF BEGINNING of this description; thence South  $89^{\circ}48'50''$  West, parallel with and 30.00 feet south of the North line of said Southwest quarter, a distance of 14.80 feet; thence South  $25^{\circ}02'05''$  West, a distance of 1028.64 feet; thence South  $28^{\circ}50'55''$  West, a distance of 120.27 feet; thence South  $25^{\circ}02'05''$  West, a distance of 100.15 feet; thence South  $76^{\circ}59'39''$  West, a distance of 29.55 feet; thence North  $54^{\circ}43'21''$  West, a distance of 10.00 feet; thence South  $35^{\circ}13'40''$  West, a distance of 13.47 feet; thence South  $8^{\circ}29'11''$  West, a distance of 67.18 feet; thence South  $34^{\circ}59'18''$  West, a distance of 12.00 feet; thence South  $55^{\circ}03'13''$  East, a distance of 7.31 feet; thence South  $15^{\circ}02'38''$  East, a distance of 29.86 feet; thence South  $25^{\circ}02'05''$  West, a distance of 31.99 feet; thence North  $76^{\circ}05'16''$  West, a distance of 14.27 feet; thence South  $25^{\circ}02'05''$  West, a distance of 98.87 feet to the North line of that parcel described in that Grant Deed recorded April 11, 2006 as Document No. 2006-0075567, Official Records Fresno County; thence South  $48^{\circ}54'06''$  East, along last said North line, a distance of 93.83 feet; thence South  $67^{\circ}54'06''$  East, continuing along last said North line, a distance of 57.91 feet; thence North  $25^{\circ}02'05''$  East, leaving last said North line, a distance of 87.90 feet; thence North  $65^{\circ}36'02''$  West, a distance of 14.57 feet; thence North  $31^{\circ}33'14''$  West, a distance of 12.50 feet; thence North  $25^{\circ}02'05''$  East, a distance of 1241.70 feet to the East line of said Southwest quarter; thence North  $0^{\circ}04'32''$  East, along last said East line, a distance of 226.58 feet to the TRUE POINT OF BEGINNING

Contains an area of 166,194 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.

LINE TABLE  
BEARING LENGTH

L1	S 55°03'13" E	7.31'
L2	S 15°02'38" E	29.86'
L3	N 76°05'16" W	14.27'
L4	S 25°02'05" W	98.87'
L5	S 48°54'06" E	93.83'
L6	S 67°54'06" E	57.91'
L7	N 25°02'05" E	87.90'
L8	N 65°36'02" W	14.57'
L9	N 31°33'14" W	12.50'

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.

APN 505-060-74



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.

N 54°43'21" W 10.00'  
S 76°59'39" W 29.55'  
S 25°02'05" W 100.15'  
S 28°50'55" W 120.27'  
S 25°02'05" E 1241.70'

VETERANS BOULEVARD

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

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

CANAL

APN 505-060-43

DOCUMENT NO. 2006-0075567, O.R.F.C.

WEST BARSTOW AVENUE

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

N 89°48'50" E

S 89°48'50" W, 14.80'

N 89°48'50" E

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

S 0°04'32" W, 30.00'

TRUE POINT OF BEGINNING

S 0°04'32" W

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

NORTH BRYAN AVENUE ALIGNMENT



NO SCALE

INDICATES AREA  
TO BE ACQUIRED  
FOR PUBLIC STREET  
PURPOSES  
AREA=166,194 SQ. FT.

REF. & REV.

2015-066

PWF 11738

PLAT 1643

CITY OF FRESNO  
DEPARTMENT OF PUBLIC WORKS

PARCEL TO BE ACQUIRED BY 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  
SHEET NO. 1  
OF 1 SHEETS

DR. BY A.J.  
CH. BY J.A.C.  
DATE OCT. 14, 2016  
SCALE NO SCALE

15-A-9161

# EXHIBIT "C"

Page 1 of 2

APN 505-060-08 (portions)  
Trail easement

Portions 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:

## PARCEL 1

COMMENCING at the Center quarter corner of said Section 9; thence South  $0^{\circ}04'32''$  West, along the East line of said Southwest quarter, a distance of 30.00 feet; thence South  $89^{\circ}48'50''$  West, parallel with and 30.00 feet south of the North line of said Southwest quarter, a distance of 14.80 feet to the TRUE POINT OF BEGINNING of this description; thence South  $25^{\circ}02'05''$  West, a distance of 1028.64 feet; thence South  $28^{\circ}50'55''$  West, a distance of 120.27 feet; thence South  $25^{\circ}02'05''$  West, a distance of 100.15 feet; thence South  $76^{\circ}59'39''$  West, a distance of 22.85 feet; thence North  $25^{\circ}02'05''$  East, a distance of 1250.63 feet; thence North  $89^{\circ}48'50''$  East, parallel with and 30.00 feet south of the North line of said Southwest quarter, a distance of 28.74 feet to the TRUE POINT OF BEGINNING

Contains an area of 31,155 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"

Page 2 of 2

PARCEL 2

COMMENCING at the Center quarter corner of said Section 9; thence South  $0^{\circ}04'32''$  West, along the East line of said Southwest quarter, a distance of 30.00 feet; thence South  $89^{\circ}48'50''$  West, parallel with and 30.00 feet south of the North line of said Southwest quarter, a distance of 14.80 feet; thence South  $25^{\circ}02'05''$  West, a distance of 1028.64 feet; thence South  $28^{\circ}50'55''$  West, a distance of 120.27 feet; thence South  $25^{\circ}02'05''$  West, a distance of 100.15 feet; thence South  $76^{\circ}59'39''$  West, a distance of 29.55 feet; thence North  $54^{\circ}43'21''$  West, a distance of 10.00 feet; thence South  $35^{\circ}13'40''$  West, a distance of 13.47 feet; thence South  $8^{\circ}29'11''$  West, a distance of 67.18 feet; thence South  $34^{\circ}59'18''$  West, a distance of 12.00 feet; thence South  $55^{\circ}03'13''$  East, a distance of 0.44 feet to the TRUE POINT OF BEGINNING of this description; thence continuing South  $55^{\circ}03'13''$  East, a distance of 6.87 feet; thence South  $15^{\circ}02'28''$  East, a distance of 29.86 feet; thence South  $25^{\circ}02'05''$  West, a distance of 31.99 feet; thence North  $76^{\circ}05'16''$  West, a distance of 14.27 feet; thence North  $65^{\circ}02'41''$  West, a distance of 12.00 feet; thence North  $25^{\circ}02'05''$  East, a distance of 58.80 feet to the TRUE POINT OF BEGINNING

Contains an area of 1,263 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 "D"

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.

LINE TABLE  
BEARING LENGTH

L1	S 76°59'39" W	29.55'
L2	S 55°03'13" E	0.44'
L3	S 55°03'13" E	6.87'
L4	S 15°02'28" E	29.86'
L5	S 25°02'05" W	31.99'
L6	N 76°05'16" W	14.27'
L7	N 65°02'41" W	12.00'
L8	N 25°02'05" E	58.80'

APN 505-060-08

DOCUMENT NO.  
2003-0212209, O.R.F.C.

APN 505-060-74



4-11-2017

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

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

PARCEL 2  
L1  
L2  
L3  
L4  
L5  
L6  
L7  
L8  
L9

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

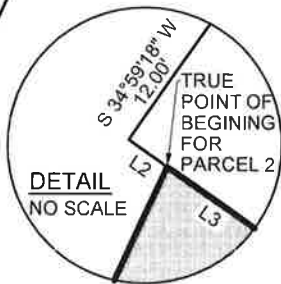
APN 505-060-16S

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

APN 505-060-43

DOCUMENT NO. 2006-0075567, O.R.F.C.

CANAL



DETAIL  
NO SCALE

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

CITY OF FRESNO  
DEPARTMENT OF PUBLIC WORKS

PARCEL TO BE ACQUIRED BY THE CITY OF FRESNO  
AS AN EASEMENT AND RIGHT-OF-WAY FOR PEDESTRIAN  
WALKWAY, BICYCLE PATH, AND LANDSCAPE PURPOSES

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

DR. BY A.J.  
CH. BY J.A.C.  
DATE OCT. 17, 2016  
SCALE NO SCALE  
SHEET NO. 1  
OF 1 SHEETS  
15-A-9161

WEST BARSTOW AVENUE

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.

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

PARCEL 1

VETERANS BOULEVARD

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



NO SCALE

INDICATES AREA  
TO BE ACQUIRED  
FOR PEDESTRIAN  
WALKWAY, BICYCLE  
PATH AND  
LANDSCAPE  
PURPOSES  
• AREA= 31,418 SQ. FT.

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

N 89°48'50" E

S 89°48'50" W, 14.80'

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

N 89°48'50" E

S 0°04'32" W, 30.00'

S 89°48'50" W  
28.74'

TRUE POINT OF BEGINNING  
FOR PARCEL 1

S 0°04'32" W

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

26.00'

N 25°02'05" E 1250.63'

S 25°02'05" W 1028.64'

62.00'

N 25°02'05" E 1241.70'

S 25°02'05" W 100.15'

S 28°50'55" W 120.27'

S 54°43'21" W 10.00'

S 76°59'39" W 22.85'

S 35°13'40" W, 13.47'

S 8°29'11" W, 67.18'

S 34°59'18" W, 12.00'

S 35°13'40" W, 13.47'

S 8°29'11" W, 67.18'

S 34°59'18" W, 12.00'

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