SUBJECT: INTENT TO VACATE SANITARY SEWER AND WATER EASEMENTS RELATED TO TARGET STORE EXPANSION BUILDING PERMIT

SOURCE: Public Works Department - Engineering Division

COMMENT: The City has received a request to vacate public sanity sewer and water easements, all of which are described in Document No. 92-011075, recorded February 18, 1992, in the Office of the Tulare County Recorder. These easements were necessary for the orderly development of Target Store and Mervyn’s Shopping Center. Target Corporation plans to expand their store westerly, which requires the relocation of these underground utilities. Therefore, during the building permit application the Target Corporation has agreed to convey new easements, once the City officially vacates the existing easements. The legal department for the corporation has prepared new easement documents and they are attached for Council’s reference. The City has authority to vacate these easements under Section 8333, Part 3, Division 9 of the Streets and Highways Code of the State of California.

Staff believes that there are no problems with any reversionary rights since these easements are in favor of the City of Porterville. Vacation of these easements will not affect other utility companies, such as, The Gas Company, Edison International, SBC, etc. These utility companies have separate easements within the shopping center.

RECOMMENDATION: That City Council:

1. Pass a Resolution of Intent to Vacate Sanitary Sewer and Water Easements described in a Partnership Grant Deed recorded February 18, 1992 as Document No. 92-011075 of Tulare County Official Records; and

2. Set the Council meeting of May 3, 2005 as the time and place for a public hearing.

ATTACHMENTS: Resolution Document No. 92-011075 Proposed Easements w/ Locator Map
RESOLUTION NO. ___-2005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
OF INTENTION TO VACATE AND CLOSE TO PUBLIC SANITARY SEWER AND
WATER EASEMENTS DEDICATED AS A PART OF TARGET STORE AND
MERVYN’S COMMERCIAL DEVELOPMENT

SECTION 1: The Council of the City of Porterville, California, pursuant to
Division 9, Part 3, Section 8320, of Streets and Highways Code of the State of
California, does hereby resolve as follows, to-wit:

That it is the intention of the Council of the City of Porterville to abandon and
close to public use that certain public easements located in the City of Porterville,
County of Tulare, State of California, and known generally as easements necessary for
the orderly development of the Target Store and Mervyn’s Commercial Shopping
Center located in the southwesterly corner of Henderson Avenue and Prospect Street.

SECTION 2: A map or plan of said public easements intended to be vacated,
abandoned and closed to public use is on file in the office of the City Clerk of the City
of Porterville, reference to which is hereby made.

SECTION 3: Notice is further given that on Tuesday, the 3th day of May, 2005,
at 7:00 p.m., or as soon thereafter as the matter can be heard, in the Council Chambers
in the City Hall of the City of Porterville, at 291 North Main Street, is hereby fixed for the
time and place for hearing any objections to the vacation, abandonment and closing to
public use of said easements.

Pedro M. Martinez, Mayor

ATTEST:
John Longley, City Clerk

By: Georgia Hawley, Chief Deputy City Clerk
PARTNERSHIP GRANT DEED

The undersigned declares that the documentary transfer tax is $.............................. and is
computed on the full value of the interest or property conveyed, or is
computed on the full value less the value of real property remaining thereon at the time of sale.

The land, tenements or heretofore is located in
unincorporated area □ city of ..............

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged.

HEIDEMANN-PROCTOR PARTNERS L.P.

a LIMITED partnership organized under the laws of the State of California

hereby GRANT(S) to THE CITY OF PORTERVILLE

the following described real property in the City of Porterville
county of Tulare, state of California:

See Exhibit "A" attached hereto and made a part hereof for the complete
LEGAL DESCRIPTION

Dated January 14, 1992

STATE OF CALIFORNIA
COUNTY OF OSCEOLA
On this the 14th day of January, 1992 before me,
the undersigned, a Notary Public in and for said County and State,
personally appeared DAVID H. HEIDEMANN,

personally known to me or proved to me on the basis of satisfactory evidence to be

KATHLEEN K. PROCTOR

Name

FOR NOTARY SEAL OR STAMP

Signature

Witness:

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE: IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

Name

Address

City & State

CAL-57 (Rev. 10-97)
EXHIBIT "A"

EASEMENTS FOR SANITARY SEWER AND WATER PURPOSES SITUATE IN POSSESSIONS OF PARCEL MAP NO. 3674 FILED FOR RECORD IN BOOK 18 OF PARCEL MAPS, PAGE 77, TULARE COUNTY REGISTRY, AND A PORTION OF LOT 134 AS SHOWN ON "MAP OF THE PIONEER LAND COMPANY'S FIRST SUBDIVISION", FILED FOR RECORD IN VOLUMES 1 OF MAPS, PAGES 110 AND 111, TULARE COUNTY REGISTRY, LOCATED IN SECTION 23, TOWNSHIP 32 SOUTH, RANG 27 EAST, MOUNT Diablo RISE AND MERIDIAN, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1:

AN EASEMENT FOR SANITARY SEWER AND WATER PURPOSES, SITUATE IN PORTIONS OF PARCELS 4 AND 7 AS SHOWN ON SAID PARCEL MAP NO. 3674, AND SAID LOT 134, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF PARCEL "4" AS SHOWN ON PARCEL MAP NO. 1010 FILED FOR RECORD IN BOOK 11 OF PARCEL MAPS, PAGE 11, TULARE COUNTY REGISTRY; THENCE SOUTH 0°57'44" WEST ALONG THE WEST LINE OF SAID PARCEL A DISTANCE OF 3.40 FEET TO THE CENTERLINE OF AN EXISTING 30.00 FOOT WIDE PUBLIC UTILITY AND ACCESS EASEMENT AS SHOWN ON SAID PARCEL MAP NO. 3674; THENCE SOUTH 0°57'18" WEST ALONG SAID CENTERLINE OF EXISTING EASEMENT A DISTANCE OF 217.00 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 0°00'13" EAST 94.70 FEET TO THE SOUTH LINE OF SAID PARCEL; "4"; THENCE NORTH 89°21'03" WEST ALONG SAID SOUTH LINE OF PARCEL "4" A DISTANCE OF 158.27 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL "4"; THENCE NORTH 0°45'31" EAST, ALONG THE WEST LINE OF SAID PARCEL, "4"; A DISTANCE OF 18.98 FEET; THENCE SOUTH 0°57'36" WEST 183.03 FEET TO THE WEST LINE OF SAID LOT 134; THENCE NORTH 0°36'52" EAST ALONG SAID WEST LINE OF LOT 134 A DISTANCE OF 896.97 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL "7"; THENCE NORTH 89°57'38" EAST ALONG THE NORTH LINE OF SAID PARCEL, "7", BEING ALSO THE SOUTH LINE OF AN 110.00 FOOT WIDE HENDERSON AVENUE, A DISTANCE OF 33.00 FEET; THENCE SOUTH 0°21'32" EAST 175.95 FEET; THENCE SOUTH 45°15'32" EAST 170.00 FEET; THENCE NORTH 89°57'36" EAST 346.87 FEET; THENCE SOUTH 89°57'36" EAST 100.00 FEET; THENCE NORTH 41°55'18" EAST 76.94 FEET; THENCE SOUTH 0°21'32" EAST 15.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

AN EASEMENT FOR WATER PURPOSES, 30.00 FEET IN WIDTH, EXTEND IN A PORTION OF PARCEL "7" AS SHOWN ON SAID PARCEL MAP NO. 3674 THE CENTERLINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL "7"; THENCE NORTH 89° 57' 38" EAST ALONG THE NORTH LINE OF SAID PARCEL "7", BEING ALSO THE SOUTH LINE OF A 110.00 FOOT WIDE HENDERSON AVENUE, A DISTANCE OF 150.70 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 0°21'32" EAST 459.08 FEET TO THE WESTLY EXTENSION OF THE CENTERLINE OF AN EXISTING 30.00 FOOT WIDE PUBLIC UTILITY AND ACCESS EASEMENT AS SHOWN ON SAID PARCEL MAP NO. 3674; THENCE NORTH 89°57'38" EAST ALONG SAID WESTLY EXTENSION OF THE CENTERLINE OF EXISTING PUBLIC UTILITY AND ACCESS EASEMENT A DISTANCE OF 0.80 FEET TO THE TRUE LINE OF SAID EXISTING PUBLIC UTILITY AND ACCESS EASEMENT AND THE END OF THIS DESCRIPTION.
RESOLUTION NO. 121-91

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE ACCEPTING A GRANT OF EASEMENT
FROM HENDERSON-PINEWOOD PARTNERS L.P.

BE IT HEREBY RESOLVED by the City Council of the City of Porterville, that
the City of Porterville hereby accepts a partnership grant deed of easement from
Henderson-Pineview Partners L.P., a limited partnership, with foresaid property
situate, lying and being in the County of Tulare, State of California, as
witnessed

Attached hereto as Exhibit "A"

BE IT FURTHER RESOLVED that said deed be recorded in the office of the Tulare
County Recorder. The foregoing has been accepted by the City Council for the City
of Porterville.

ATTERT:

[Signature]

[Signature]

STATE OF CALIFORNIA
COUNTY OF TULARE

I, C. G. HUFFAKER, the duly appointed City Clerk of the City of Porterville,
do hereby certify and declare that the foregoing is a full, true and correct copy
of a resolution duly and regularly passed and adopted at a regular meeting of the
Porterville City Council regularly called and held on the 5th day of November,

THAT said resolution was duly passed and adopted by the following vote:

AYES: COUNCILMEN: [Signatures]

NOES: COUNCILMEN: [Signatures]

ABSENT: COUNCILMEN: [Signatures]

C. G. HUFFAKER, City Clerk

[Signature]

Georgia Wanabey, Deputy City Clerk

[Signature]
EXHIBIT "A"

EASEMENTS FOR SANITARY SEWER AND WATER PURCHASING SITUATE IN PORTIONS OF PARCEL MAP NO. 3474 FILED FOR RECORD IN BOOK 38 OF PARCEL MAPS, PAGE 77, TULARE COUNTY RECORDS, AND AポートION OF LOT 136 AS SHOWN ON "MAP OF THE PIEDMONT LAND COMPANY'S FIRST SUBDIVISION", FILED FOR RECORD IN VOLUME 1 OF MAPS, PAGES 110 AND 111, TULARE COUNTY RECORDS, LOCATED IN SECTION 27, TOWNSHIP 22 SOUTH, RANGE 27 EAST, MOUNT DIABLOR RAIL AND HIGHWAY, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1:

AN EASEMENT FOR SANITARY SEWER AND WATER PURCHASING, SITUATE IN PORTIONS OF PARCELS 4 AND 7 AS SHOWN ON SAID PARCEL MAP NO. 3474, AND SAID LOT 136, DESCRIBED AS FOLLOWS:

CONSTRUCTING AT THE NORTHWEST CORNER OF PARCEL "2", AS SHOWN ON PARCEL MAP NO. 1010 FILED FOR RECORD IN BOOK 11 OF PARCEL MAPS, PAGE 11, TULARE COUNTY RECORDS; THERESE SOUTH 59°17'48" WEST ALONG THE WEST LINE OF SAID PARCEL 2 A DISTANCE OF 5.20 FEET TO THE CENTERLINE OF AN EXISTING 15.00 FOOT WIDE PUBLIC UTILITY AND ACCESS EASEMENT AS SHOWN ON SAID PARCEL MAP NO. 3474; THERESE SOUTH 89°27'10" WEST ALONG SAID CENTERLINE OF EXISTING EASEMENT A DISTANCE OF 371.06 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THERESE SOUTH 0°02'22" EAST 84.70 FEET TO THE SOUTH LINE OF SAID PARCEL 4; THERESE NORTH 79°11'07" WEST ALONG SAID SOUTH LINE OF PARCEL 4 A DISTANCE OF 155.27 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 4; THERESE NORTH 0°04'23" EAST, ALONG THE WEST LINE OF SAID PARCEL 4 A DISTANCE OF 15.58 FEET; THERESE SOUTH 89°47'28" WEST 864.03 FEET TO THE WEST LINE OF SAID LOT 124; THERESE NORTH 0°38'12" EAST ALONG SAID WEST LINE OF LOT 124 A DISTANCE OF 815.97 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 4; THERESE SOUTH 90°57'30" EAST 101.22 FEET ALONG SAID NORTH LINE OF SAID PARCEL 4; THERESE NORTH 89°57'30" EAST 101.22 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

AN EASEMENT FOR WATER PURCHASING, 30.00 FEET IN WIDTH, SITUATE IN A PORTION OF PARCEL "7", AS SHOWN ON SAID PARCEL MAP NO. 3474 THE CENTERLINE DESCRIBED AS FOLLOWS:

CONSTRUCTING AT THE NORTHWEST CORNER OF PARCEL "7" THERESE NORTH 89° 87' 38" EAST ALONG THE NORTH LINE OF SAID PARCEL "7" A DISTANCE OF 125.00 FOOT WIDE NEIDERMAN AVENUE, A DISTANCE OF 150.70 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THERESE SOUTH 0°02'21" EAST 468.06 FEET TO THE WESTERN EXTENSION OF THE CENTERLINE OF AN EXISTING 30.00 FOOT WIDE PUBLIC UTILITY AND ACCESS EASEMENT AS SHOWN ON SAID PARCEL MAP NO. 3474; THERESE SOUTH 89°31'38" EAST ALONG SAID WESTERN EXTENSION OF THE CENTERLINE OF EXISTING PUBLIC UTILITY AND ACCESS EASEMENT A DISTANCE OF 0.49 FEET TO THE WEST LINE OF SAID EXISTING PUBLIC UTILITY AND ACCESS EASEMENT AND THE END OF THIS DESCRIPTION.

Order: 129829 Comment:
GRANT OF EASEMENT
(SHORT FORM)

THIS GRANT OF EASEMENT is made as of the ___ day of __________, 20__, by TARGET CORPORATION, a Minnesota corporation ("Grantor"), whose address is Target Corporation, Property Development, Attn: Property Administration, 1000 Nicollet Mall, Minneapolis, Minnesota 55403. Grantor is the owner of certain real property described on Exhibit A attached hereto and made a part hereof ("Grantor’s Property").

In consideration of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor does hereby quitclaim unto the CITY OF PORTERVILLE, a municipal corporation ("Grantee"), subject to the terms and conditions set forth below, a perpetual non-exclusive easement ("Easement") for the specific purpose of permitting Grantee the right to install, operate, maintain, repair, remove and replace sanitary sewer facilities (collectively called the "Facilities") under the surface of that portion of Grantor’s Property that is legally described on Exhibit B attached hereto and shown on Exhibit C attached hereto ("Easement Area"), together with the right of reasonable and necessary ingress and egress to and from the Easement Area in connection with the exercise of the rights granted herein.

By acceptance of the Easement created hereby, Grantee covenants and agrees with Grantor as follows:

1. **Reservation of Rights; Relocation.** Grantor hereby reserves and retains all other property rights in and to the Easement Area, including without limitation, the rights to (a) use the Easement Area for any purpose whatsoever, so long as such use does not unreasonably interfere with Grantee's rights hereunder (it being expressly understood that the use of the surface of the Easement Area for vehicular traffic, pedestrian traffic, landscaping, parking and/or signage shall be deemed not to unreasonably interfere with Grantee's rights hereunder) and (b) locate electric, gas and water lines and other utilities in the Easement Area, so long as such improvements do not unreasonably interfere with Grantee’s permitted use of the Easement Area. Grantor further reserves and retains the right from time to time, in Grantor’s sole discretion, to cause Grantee to relocate the Facilities at Grantor’s expense, it being understood that if such relocation of the Facilities is to a place outside of the Easement Area, Grantee shall execute and deliver to
Grantor, promptly upon request, an amendment to this instrument setting forth the revised Easement Area.

2. **Installation of Facilities.** The Facilities placed in the Easement Area shall be buried to a depth not less than 30 inches below the existing surface, and Grantee shall cause the backfill to be compacted in layers to avoid settling, voids and/or air pockets.

3. **Conduct of Work and Notification.** Any installation, maintenance, replacement, repair and/or removal of the Facilities performed by Grantee, its agents and employees shall be performed (i) at Grantee’s sole cost and expense, (ii) during months other than November, December or January (except in the event of an emergency) and after thirty (30) days’ notice to the Grantor (except that in an emergency the work may be initiated after reasonable notice). In addition, Grantee, its agents and employees shall (a) promptly pay all costs and expenses associated with said work and (b) diligently complete such work as quickly as possible.

4. **Use; Maintenance.** Any use of the Easement shall be performed with care and in such manner as to cause the least interference with the surface of the Easement Area and with the use and enjoyment thereof by Grantor and others lawfully present thereon. Grantee shall maintain the Facilities in a good and safe condition, and Grantee shall install, maintain, operate, repair, replace and remove the Facilities in compliance with all applicable governmental rules, regulations and requirements.

5. **Restoration by Grantee; Removal of Facilities.** If the surface of Grantor’s Property or any portion thereof, or any landscaping, curbing, pavement or other improvements thereon, shall be disturbed by installation, operation, maintenance, replacement or removal activities or other activities performed by or on behalf of Grantee, said surface and improvements shall be promptly restored by Grantee to their condition just prior to such disturbance. Immediately following the performance of work by or on behalf of Grantee, Grantee shall remove from the Easement Area and surrounding land all equipment, materials and debris resulting from or used in connection with such work.

6. **Normal and Reasonable Use by Grantor.** Grantor, its successors and assigns and persons occupying or lawfully present on the Easement Area shall not be liable for damage, if any, which may be caused by normal and reasonable use of, or vehicular or pedestrian traffic over, the Easement Area, including the uses retained by Grantor in Section 1 above.

7. **Prohibition Against Liens.** Grantee shall not permit any mechanics', materialmen’s or other liens to be filed against Grantor’s Property or any part thereof for work or materials furnished Grantee in connection with the Easement, and Grantee agrees to indemnify, defend and hold Grantor harmless from and against the same.

8. **Indemnification.** To the extent permitted by applicable law, Grantee shall indemnify, defend and hold harmless Grantor from and against any and all claims, demands, losses, damages, costs and expenses (including but not limited to court costs, penalties and reasonable attorneys’ fees), judgments, liabilities and causes of action of any nature whatsoever resulting from
or relating to the use or occupancy of the Easement Area by Grantee or arising in any manner out of the acts or omissions of Grantee or its agents or employees or any other persons acting under Grantee's direction or control in connection with the Easement or with the use or occupancy of the Easement Area. The indemnity obligations set forth in Sections 7 and 8 of this Grant of Easement shall survive any termination of the Easement.

9. **No Representations or Warranties; Subject to Encumbrances.** Grantee agrees that it is accepting the Easement without any warranty or representation regarding the Easement or the Easement Area, and subject to all valid and existing licenses, leases, grants, exceptions, encumbrances, title defects, matters of record, reservations and conditions affecting Grantor's Property and/or affecting access thereto.

10. **Condemnation.** Grantee shall not claim or declare any fee interest in and to the Easement Area, and in the event of eminent domain proceedings or settlement pursuant thereto, Grantee shall make no claim against the award or compensation accruing out of or resulting from such event, save and except any payment made to Grantee for damage to the Facilities or with respect to removing or relocating the same.

11. **Taxes.** Grantee agrees to assume and pay all taxes, assessments and other charges, if any, which may be levied, assessed or asserted against the Facilities within the Easement Area.

12. **Attorneys' Fees.** If either party brings an action at law or in equity to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees and court costs for all stages of litigation, including, but not limited to, appellate proceedings, in addition to any other remedy granted.

13. **Successors and Assigns.** The terms “Grantor” and “Grantee”, wherever used in this instrument, are intended in each instance to include the successors and assigns of Grantor as the owner of the Easement Area, and Grantee as the owner of the Facilities; provided however, that any liability or obligation of Grantor as to future events shall terminate upon the transfer of ownership of the Easement Area.

14. **Miscellaneous.** This Agreement shall be governed by and construed in accordance with the laws of the State or Commonwealth in which the Grantor’s Property is located. This Agreement shall not be construed strictly for or against either Grantor or Grantee. This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one instrument. All notices to Grantor shall be delivered in writing at the address noted in the recitals.

[Rest of page intentionally left blank.]
IN WITNESS WHEREOF, the undersigned has executed this instrument as of the date first above written.

TARGET CORPORATION,
a Minnesota corporation

By: ____________________________

Its: ____________________________

STATE OF MINNESOTA )
 ) ss.
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this ___ day of ____________, 20___, by ____________________________, the________________________________________ of TARGET CORPORATION, a Minnesota corporation, on behalf of said corporation.

(seal)

Notary Public
THIS IS TO CERTIFY, That pursuant to the authority conferred by City of Porterville, Ordinance No. 1590, adopted February 20, 2001, the undersigned, on behalf of the public and City Council of the City of Porterville consents to and accepts for public purposes the grant of easement as set forth herein and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this _______ day of ________________, 2004

____________________________________
Michael K. Reed, PLS #7514, City Engineer

STATE OF CALIFORNIA )
)ss.
COUNTY OF _________ )

The foregoing instrument was acknowledged before me this ___ day of ________________, 2004, by Michael K. Reed, the City Engineer in and for the City of Porterville, California, a municipal corporation, on behalf of said corporation.

(seal)

Notary Public

This Instrument was Prepared By:
Target Corporation Property Development
Attn: Property Administration
1000 Nicollet Mall
Minneapolis, Minnesota 55403
EXHIBIT A

Legal Description of Grantor's Property

Parcel 1 as shown on that certain Lot Line Adjustment map attached as Exhibit A” to Resolution 203, Lot Line Adjustment 8-91, recorded October 29, 1991 as File No. 74396, Tulare County Records, being an adjustment of lot lines between Parcels 1, 2, 4 and 7 and the Remainder of Parcel Map No. 3874, recorded in Book 39, Page 77 of Parcel Maps, Tulare County Records, in the City of Porterville, County of Tulare, State of California, and as more fully described on Exhibit “B” of said Resolution 203, Lot Line Adjustment 8-91.
EXHIBIT B

Legal Description of Easement Area
EXHIBIT "B"

LEGAL DESCRIPTION

ALL THAT CERTAIN PROPERTY IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL 1, OF PARCEL MAP NUMBER 3874, FILED IN BOOK 39, PAGE 77 OF PARCEL MAPS, AS ADJUSTED BY LOT LINE ADJUSTMENT 8-91, RECORDED AS INSTRUMENT NUMBER 1991-74396, OF OFFICIAL RECORDS BOTH LOCATED IN RECORDS, OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID PARCEL 1, DISTANT 15.00 FEET, EASTERLY AS MEASURED ALONG SAID NORTH LINE, FROM THE MOST NORTHWESTERN CORNER OF SAID PARCEL 1;
THENCE CONTINUING ALONG SAID NORTH LINE NORTH 89°57'38" EAST, 10.00 FEET;
THENCE LEAVING SAID NORTH LINE, SOUTH 00°13'50" EAST, 538.70 FEET;
THENCE SOUTH 00°54'35" WEST, 165.16 FEET;
THENCE SOUTH 01°51'39" EAST, 139.42 FEET;
THENCE NORTH 89°37'23" EAST, 110.75 FEET;
THENCE SOUTH 89°49'04" EAST, 351.78 FEET;
THENCE SOUTH 84°22'45" EAST, 198.32 FEET;
THENCE SOUTH 88°43'05" WEST, 102.13 FEET;
THENCE NORTH 48°05'05" WEST, 75.12 FEET;
THENCE NORTH 89°56'33" EAST, 20.86 FEET, TO THE MOST EASTERNLY LINE OF SAID PARCEL 1;
THENCE SOUTHERLY ALONG SAID MOST EASTERNLY LINE, SOUTH 00°02'22" EAST, 10.00 FEET;
THENCE LEAVING SAID MOST EASTERNLY LINE, SOUTH 89°56'33" WEST, 17.03 FEET;
THENCE SOUTH 48°05'05" WEST, 75.25 FEET;
THENCE NORTH 88°43'05" WEST, 106.47 FEET;
THENCE NORTH 84°22'45" WEST, 198.22 FEET;
THENCE NORTH 89°49'04" WEST, 351.26 FEET;
THENCE SOUTH 89°37'23" WEST, 120.44 FEET;
THENCE NORTH 01°51'39" WEST, 149.41 FEET;
THENCE NORTH 00°54'35" EAST, 165.30 FEET;
THENCE NORTH 00°13'50" WEST, 538.63 FEET, TO THE POINT OF BEGINNING.

CONTAINING 17121.2 SQUARE FEET MORE OR LESS.

SUBJECT TO ALL COVENANTS, RIGHTS, RIGHTS-OF-WAYS AND EASEMENTS OF RECORD.

EXHIBIT "B" ATTACHED HERETO, BY THIS REFERENCE IS MADE A PART HEREOF.

JOSEPH G. DERLETH
PLS 7340, EXPIRES 12/31/05

PACIFIC LAND SERVICES
2151 SALVIO STREET, SUITE 250, CONCORD, CA 94520
925-680-6406
925-680-6407

LEGAL DESCRIPTION
136J WEST
HENDERSON AVE., PORTERVILLE, CA

ENGINEERING
ENTITLEMENT
SURVEYING
LANDSCAPE ARCHITECTURE

JOB NO. 02-1050
SCALE: NTS
DATE: 07-09-04
EXHIBIT C

Plat of Easement Area