

THE CITY OF HANFORD

OVERSIGHT BOARD AGENDA

April 3, 2017
9:30 AM – Special Meeting
Council Chambers
400 N. Douty St.

CALL TO ORDER:

ROLL CALL:

FLAG SALUTE:

PUBLIC COMMENT:

*Comments from the public are limited to items on the agenda (GC54954.3a). A maximum of **five minutes** is allowed for each speaker.*

GENERAL BUSINESS:

- A. City Clerk: Approve Minutes from January 31, 2017 meeting.
- B. Adopt Resolution 17-05-OBR Approving the Abandonment of Easement Rights

ADJOURNMENT:

Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available to public inspection in the City Clerk's Office located at 319 N. Douty Street, Hanford, California 93230, during normal business hours. Such agendas are also available at the city's website, www.cityofhanfordca.com subject to staff's ability to post the agenda before the meeting.

If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, please contact the City Clerk's office, 559-585-2515, 319 N. Douty Street, Hanford, California 93230, at least 2 days prior to the meeting {28 CFR 35.102.35.104 ADA Title II}



**AGENDA
STAFF REPORT**

MEETING DATE: 4/3/2017

AGENDA SECTION: A

SUBJECT:

City Clerk: Approve Minutes from January 31, 2017 meeting.

RECOMMENDATION:

That the Board, by motion, approve the minute from the January 31, 2017 meeting.

FISCAL IMPACT:

ATTACHMENTS:

2017-01-31 OB Minutes



**OVERSIGHT BOARD MEETING
MINUTES
January 31, 2017 2:00 PM
Council Chambers
400 N. Douty St.**

CALL TO ORDER:

Chairman John Lehn called the meeting to order at 2:23 p.m.

ROLL CALL:

Attendee Name	Title	Status	Arrived
John Lehn		Present	2:00 PM
Steve Corl		Absent	
Craig Pedersen		Present	2:00 PM
Michael Cavanagh		Present	2:23 PM
Christine Statton		Present	2:00 PM

FLAG SALUTE:

Chairman Lehn led the flag salute.

PUBLIC COMMENT:

This is the time for citizens to comment on subject matters not on the agenda within the jurisdiction of the Hanford City Council or to comment on items listed under the Consent Calendar or to request an item from the Consent Calendar be pulled for discussion purposes. Comments related to General Business items or Public Hearing items will be heard at the time the item is discussed.

*A maximum of **five minutes** is allowed for each speaker. Please begin your comments by stating your name and providing your city of residence.*

There were no comments given.

GENERAL BUSINESS:

A. City Clerk: Approve Minutes from January 11, 2017 meeting.

Motion to approve the minutes as presented.

RESULT: APPROVED [UNANIMOUS]
MOVER: Christine Statton
SECONDER: Craig Pedersen
AYES: Lehn, Pedersen, Cavanagh, Statton
ABSENT: Corl

B. Review and Approval of Administrative Budgets for the two six month periods July 1, 2017 to December 31, 2017, and January 1, 2018 to June 30, 2018 by adopting resolution 17-03-OBR.

City Manager Darrel Pyle provided background information for the Board's review and consideration for the agenda items pertaining to Resolutions 17-03-OBR, 17-04-OBR, and 17-02-OBR.

Motion to adopt Resolution 17-03-OBR.

RESULT: APPROVED [UNANIMOUS]
MOVER: Christine Statton
SECONDER: Michael Cavanagh
AYES: Lehn, Pedersen, Cavanagh, Statton
ABSENT: Corl

C. Adopt Resolution 17-04-OBR approving preexisting loan agreements between the Redevelopment Agency and the City of Hanford

Finance Director Tom Dibble responded to questions and comments by the Board.

Motion to adopt Resolution 17-04-OBR.

RESULT: APPROVED [UNANIMOUS]
MOVER: Michael Cavanagh
SECONDER: Christine Statton
AYES: Lehn, Pedersen, Cavanagh, Statton
ABSENT: Corl

D. Review and approval of the Recognized Obligation Payment Schedule (ROPS) for the period July 1, 2017 to June 30, 2018 by adopting resolution 17-02-OBR

Motion to adopt Resolution 17-02-OBR.

RESULT: APPROVED [UNANIMOUS]
MOVER: Craig Pedersen
SECONDER: Christine Statton
AYES: Lehn, Pedersen, Cavanagh, Statton
ABSENT: Corl

Attachment: 2017-01-31 OB Minutes (1924 : 013117 Minutes)

ADJOURNMENT:

Chairman Lehn adjourned the meeting at 2:45 p.m.

Respectfully submitted,

Jennifer Gomez
City Clerk



AGENDA STAFF REPORT

MEETING DATE: 4/3/2017	AGENDA SECTION: B
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SUBJECT:

Adopt Resolution 17-05-OBR Approving the Abandonment of Easement Rights

RECOMMENDATION:

The Successor Agency to the Community Redevelopment Agency of the City of Hanford recommends that the Oversight Board approve the attached Resolution for the abandonment of easement rights held by the Community Redevelopment Agency of the City of Hanford.

BACKGROUND:

The Community Redevelopment Agency of the City of Hanford (RDA) sold real property located in the Kings Industrial Park to Eliot and Christina Carmi (Carmi) in 2008. The RDA reserved easement rights for the construction of a rail spur on the property (Property). A copy of the Easement Agreement (RDA Easement) recorded against the Property is provided herewith. The RDA intended to utilize the easement rights to construct a rail spur on the Property so that the Property could access the Burlington Northern Santa Fe (BNSF) main railroad line located east of the Property.

The City of Hanford (City) purchased the Property from Carmi in 2011 using non-RDA funds. The RDA's easement rights continued in effect following the City's purchase of the Property.

Tessengerlo Kerley, Inc. (TKI) purchased the land adjacent to the Property from the RDA Successor Agency in 2013. The TKI property is bounded on the west by the Property and on the east by the BNSF main railroad line.

TKI constructed a rail spur as part of the development of its property. At the time TKI constructed its railroad spur, the City asked and TKI agreed to extend the spur onto the Property so the Property would have access to the BNSF main railroad line, as intended by the RDA. Railroad traffic traveling between the Property and the BNSF mainline railroad line will travel

over the TKI property pursuant to an easement document negotiated by TKI and the City. An aerial photo of the railroad spur constructed on the Property is provided herewith.

The City discovered that the rail spur constructed by TKI on the Property is not within the easement area described in the RDA Easement.

Since the rail spur envisioned by the RDA for the Property has been constructed, it is unnecessary to amend the RDA Easement to correctly describe the location of the spur. Accordingly, the City requested that the Successor Agency to the RDA abandon the rights established under the RDA Easement. The easement rights will be abandoned through the execution and recording of the attached Quitclaim Deed by the Successor Agency to the RDA.

FISCAL IMPACT:

ATTACHMENTS:

Recorded Easement Agreement

Satellite Photo (002)

2017.03.30 FINAL OB Resolution - Abandonment of Rail Easement

2017.03.29 Quitclaim Deed

Recording Requested BY:
Chicago Title Company
Escrow #41002462EG



Titles: 01 Pages: 009
Fees: 32.00
Taxes: 0.00
Paid: \$32.00

RECORDING REQUESTED BY:

CITY OF HANFORD

WHEN RECORDED MAIL TO:

**CITY OF HANFORD
317 N. Douty Street
Hanford, CA 93230**

Doc Nbr: 0810292
Doc Type: 07

Kings County Clerk Recorder - 2720 05/30/20
Ken Baird 10:25:
Chicago Title Company

SPACE ABOVE THIS LINE FOR
RECORDER'S USE

**EASEMENT AGREEMENT
(Rail Easement)**

22 This EASEMENT AGREEMENT "Agreement" is made and entered into this day of May, 2008, ("Effective Date") by and between THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF HANFORD ("Seller"), and ELIOT CARMİ, CRISTINA ALICIA CARMİ, husband and wife, as joint tenants (collectively "Buyer"). Seller and Buyer are sometimes collectively referred to herein as the "Parties" and singularly as a "Party". This Agreement is made with reference to the following facts:

RECITALS

A. Seller is the owner of that certain real property located in Hanford, Kings County, State of California, consisting of two (2) parcels containing a total of 16.43 acres, and more particularly described by legal description on Exhibit "A", which is attached hereto and made a part hereof, together with all rights, privileges, easements and appurtenances thereto (collectively "Real Property").

B. Seller wishes to sell and Buyer wishes to purchase from Seller in accordance with the provisions of this Agreement, the Real Property.

C. Buyer and Seller have entered into that certain Purchase Agreement dated July 25, 2007, which is incorporated herein by reference, that specifies the details of the establishment of a Rail Easement. Paragraph 11 of the Purchase Agreement states:

"In further consideration of Seller's agreement to sell the Real Property to Buyer, Buyer shall grant to Seller, a perpetual easement for railroad purposes having a width of sixty-five (65) feet and running the length of the Real Property along northern boundary of the Real Property for railroad purposes ("Sixty-Five Foot Rail

Attachment: Recorded Easement Agreement (1925 : Abandonment of Easement Rights)

northern boundary of the Real Property for railroad purposes ("**Sixty-Five Foot Rail Easement**"). The location of the Sixty-Five Foot Rail Easement and the form of the grant of easement must be acceptable to Seller.

"A Seller approved Engineer shall prepare the legal descriptions for the Sixty-Five Foot Rail Easement, at Buyer's sole cost and expense."

- D. The legal description for the Sixty-Five Foot Rail Easement is attached as Exhibit "B".

GRANT OF RAIL EASEMENT

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Buyer, for itself and its successors and assigns, does hereby grant to Seller, its successors and assigns, as follows:

- A. Railroad easement including the right, privilege and easement to construct, maintain, repair, renew, use, operate over, replace or remove railroad tracks, drainage facilities and appurtenances thereto in, along, over, upon or across that portion of the Sixty-Five Foot Rail Easement hereinafter described in Exhibit "B".
- B. Seller shall have and hold said easement for so long as the same is used or required for railroad purposes and until said Seller, its successors or assigns, shall remove all such facilities from the said premises with the intent to abandon said easement. Notice of such abandonment shall be in writing.
- C. The Sixty-Five Foot Rail Easement shall carry no restrictions. The easement rights granted herein shall be exclusive.
- D. The easement rights granted hereunder shall include, without limitation, the following: Seller may, if funds are available, construct a rail line west from the Burlington Northern Santa Fe Rail spur to the east, within the Sixty-Five Foot Rail Easement to 100 feet past the eastern property line of Buyer. The construction of any rail line extending from Seller's future railroad tracks within the Sixty-Five Foot Rail Easement area and onto Buyer's property shall be at the sole cost and expense of the Buyer. Buyer shall be responsible for the maintenance of the Sixty-Five Foot Rail Easement area. All rail construction shall meet the requirements and specifications of and be approved by the City of Hanford and Burlington Northern Santa Fe Railroad or its successor railroad company.

The foregoing list is non-exclusive and is not intended to limit the railroad activities occurring within the Sixty-Five Foot Rail Easement. Seller, Burlington Northern Santa Fe Railroad, and their successors shall be allowed to enter and

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conduct upon the Real Property any and all activities associated with current and future railroad tracks and railroad operations that may take place within the Sixty-Five Foot Rail Easement.

- E. The Buyer shall, at all times, properly maintain, at its sole and separate cost, the Sixty-Five Foot Rail Easement herein granted, and prevent same from becoming dangerous and unsightly; however, Buyer shall not modify or interfere with any railroad operations or improvements located within the Sixty-Five Foot Rail Easement.
- F. The Buyer shall not construct any structure or any other type of improvement of any kind within the Sixty-Five Foot Rail Easement.
- G. The Buyer shall permit Burlington Northern Santa Fe Railroad and its successors access to the Sixty-Five Foot Rail Easement and to exercise all easement rights established herein.

Burlington Northern Santa Fe Railroad and its successors are third party beneficiaries of this Agreement and shall have the right to enforce the terms of this document.

- H. This Agreement shall be perpetual.
- I. In the event any party to this Agreement or a third party beneficiary brings a legal action to enforce the terms contained herein, the party prevailing in such legal action shall be entitled to, as part of the Court's order or judgment, its attorneys' fees and costs relating to such legal action.
- J. This Agreement shall be binding upon and shall inure to the benefit of the parties' successors and assign.
- K. Seller may assign its rights under this Agreement to any third party of its choosing.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first hereinabove written.

"SELLER"

**THE COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF HANFORD**

By: 
Gary W. Misenhimer, Executive Director

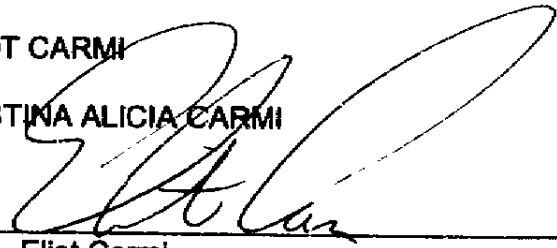
Attachment: Recorded Easement Agreement (1925 : Abandonment of Easement Rights)

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"BUYER"

ELIOT CARMİ

CRISTINA ALICIA CARMİ

By: 
Eliot Carmi

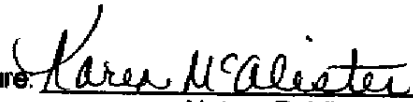
By: 
Cristina Alicia Carmi

STATE OF CALIFORNIA) ss.
COUNTY OF KINGS)

On May 22, 2008, before me, Karen McAlister Notary Public, personally appeared GARY W. MISENHIMER, Executive Director for the City of Hanford, who proved to me on the basis of satisfactory evidence to be the person(s) whose name ~~is~~ subscribed to the within instrument and acknowledged to me that ~~he~~ ~~she~~ ~~they~~ executed the same in ~~his~~ ~~her~~ ~~its~~ authorized capacity(s), and that by ~~his~~ ~~her~~ ~~their~~ signature(s) on the instrument the person(s), or the entity upon which behalf 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: 
Notary Public

(Seal)



Attachment: Recorded Easement Agreement (1925 : Abandonment of Easement Rights)

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STATE OF CALIFORNIA) ss.

COUNTY OF ~~KINGS~~ *Los Angeles*

On May *24th*, 2008, before me, *H. E. Elphaxi*, Notary Public, personally appeared ELIOT CARMi, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(~~s~~), and that by his/~~her~~/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon which behalf 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.

Commission # 1761530-



Signature: *H. E. Elphaxi*
Notary Public

(Seal)

Attachment: Recorded Easement Agreement (1925 : Abandonment of Easement Rights)

6

STATE OF CALIFORNIA) ss.

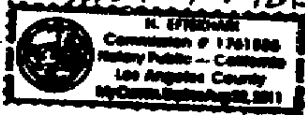
COUNTY OF KINGS *Los Angeles*

On May *24th*, 2008, before me, *H. Eftekhari*, Notary Public, personally appeared CRISTINA ALICIA CARMi, who proved to me on the basis of satisfactory evidence to be the person(s) whose name 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 which behalf 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.

Commission #1761535



Signature: *H. Eftekhari*
Notary Public

(Seal)

Attachment: Recorded Easement Agreement (1925 : Abandonment of Easement Rights)

EXHIBIT "A"**PARCEL 1:**

That portion of the Southwest quarter of Section 13, Township 19 South, Range 21 East, Mount Diablo Base and Meridian, in the City of Hanford, County of Kings, State of California, described as follows:

Commencing at the Southeast corner of said Southwest quarter of Section 13;

Thence, North $01^{\circ}26'53''$ East, along the East line of said Southwest quarter, 1803.35 feet;

Thence, North $89^{\circ}53'58''$ West, parallel with the North line of said Southwest quarter, 50.01 feet, more or less, to the Northeast corner of Parcel D of Parcel Map No. 11-10, Kings County Records;

Thence, continuing North $89^{\circ}53'58''$ West, along said North line of Parcel D, 1862.00 feet, to the Northwest corner of said Parcel D, said point also being the Northeast corner of Parcel C of said Parcel Map No. 11-10, and the TRUE POINT OF BEGINNING;

Thence, continuing North $89^{\circ}53'58''$ West, along the North line of said Parcel C, 676.54 feet, to the Northwest corner of said Parcel C and a point on the East right of way line of 11th Avenue;

Thence, South $01^{\circ}28'20''$ West, along the West line of said Parcel C and said East right of way line, 529.67 feet;

Thence, South $89^{\circ}53'58''$ East, parallel with the North line of said Parcel C, 676.54 feet, to a point on the East line of said Parcel C;

Thence, North $01^{\circ}28'20''$ East, along said East line, 529.67 feet, to the TRUE POINT OF BEGINNING.

Parcel contains 8.22 acres
APN: 018-242-065

PARCEL 2:

That portion of the Southwest quarter of Section 13, Township 19 South, Range 21 East, Mount Diablo Base and Meridian, in the City of Hanford, County of Kings, State of California, described as follows:

Commencing at the Southeast corner of said Southwest quarter of Section 13;

Thence, North 01°26'53" East, along the East line of said Southwest quarter, 1803.35 feet;

Thence, North 89°53'58" West, parallel with the North line of said Southwest quarter, 50.01 feet, more or less, to the Northeast corner of Parcel D of Parcel Map No. 11-10, Kings County Records;

Thence, continuing North 89°53'58" West, along said North line of Parcel D, 1862.00 feet, to the Northwest corner of said Parcel D, said point also being the Northeast corner of Parcel C of said Parcel Map No. 11-10;

Thence, continuing North 89°53'58" West, along the North line of said Parcel C, 676.54 feet, to the Northwest corner of said Parcel C and a point on the East right of way line of 11th Avenue;

Thence, South 01°28'20" West, along the West line of said Parcel C and said East right of way line, 529.67 feet, to the TRUE POINT OF BEGINNING;

Thence, continuing South 01°28'20" West, along the West line of said Parcel C, and along the West line of said Parcel D and said East right of way line, 497.67 feet, to the beginning of a tangent curve, concave Northeasterly, having a radius of 30.00 feet;

Thence, Southeasterly, along said 30.00 foot radius curve, through a central angle of 91°15'25", an arc distance of 47.78 feet;

Thence, South 89°47'05" East, parallel with the South line of said Southwest quarter of Section 13, a distance of 645.84 feet, to the intersection with the Southerly prolongation of the East line of said Parcel C;

Thence, North 01°28'20" East, along said Southerly prolongation and said East line, 529.69 feet;

Thence, North 89°53'58" West, parallel with the North line of said Parcel C, a distance of 676.54 feet, to the TRUE POINT OF BEGINNING.

Parcel contains 8.21 acres.
APN: 018-242-066

Attachment: Recorded Easement Agreement (1925 : Abandonment of Easement Rights)

8'

LEGAL DESCRIPTION
FOR
SIXTY-FIVE FOOT RAIL EASEMENT
APN: 018-242-065

THE SOUTH 65.00 FEET OF THE NORTH 130.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 19 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF HANFORD, COUNTY OF KINGS, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 13;

THENCE, NORTH 01°26'53" EAST, ALONG SAID EAST LINE OF SAID SOUTHWEST QUARTER, 1803.35 FEET;

THENCE, NORTH 89°53'58" WEST, PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER, 50.01 FEET, MORE OF LESS TO THE NORTHEAST CORNER OF PARCEL D OF PARCEL MAP NO. 11-10, KINGS COUNTY RECORDS;


THENCE, CONTINUING NORTH 89°53'58" WEST, ALONG SAID NORTH LINE OF SAID PARCEL D, 1862.00 FEET, TO THE NORTHWEST CORNER OF SAID PARCEL D, SAID POINT ALSO BEING THE NORTHEAST CORNER OF PARCEL C OF SAID PARCEL MAP NO. 11-10, AND THE TRUE POINT OF BEGINNING;

THENCE, CONTINUING NORTH 89°53'58", WEST ALONG THE NORTH LINE OF SAID PARCEL C, 676.54 FEET, TO THE NORTHWEST CORNER OF SAID PARCEL C AND A POINT ON THE EAST RIGHT OF WAY LINE OF 11TH AVENUE;

THENCE, SOUTH 01°28'20" WEST, ALONG THE WEST LINE OF SAID PARCEL C AND SAID EAST RIGHT OF WAY LINE, 529.67 FEET;

THENCE, SOUTH 89°53'58" EAST, PARALLEL WITH THE NORTH LINE OF SAID PARCEL C, 676.54 FEET, TO A POINT ON THE EAST LINE OF SAID PARCEL C;

THENCE, NORTH 01°28'20" EAST, ALONG SAID EAST LINE, 529.67 FEET, TO THE TRUE POINT OF BEGINNING.

M. J. [Signature]
[Signature]


END OF DOCUMENT

END OF DOCUMENT

Attachment: Recorded Easement Agreement (1925 : Abandonment of Easement Rights)

Rail Spur



TKI Property

City-Owned Property

RDA Property to be Sold to Helena Chemical

S 11th Ave

© 2016 Google

Google Earth

RESOLUTION NO. _____**RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY
TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF
HANFORD APPROVING THE ABANDONMENT OF EASEMENT RIGHTS**

At a special meeting of the members of the Oversight Board (“Oversight Board”) to the Successor Agency the Community Redevelopment Agency of the City of Hanford (“Successor Agency”), duly called and held on April 3, 2017, at ___:00 a.m., and upon a motion by Member _____ and seconded by Member _____ and duly carried, the following resolution was adopted:

WHEREAS, the Community Redevelopment Agency of the City of Hanford (“RDA”) sold 16.43+/- acres of unimproved land (“Property”) located in the Kings Industrial Park to Eliot and Christina Carmi (“Carmi”) in 2008; and

WHEREAS, the RDA reserved easement rights at the time it sold the Property to Carmi for the future construction of a railroad spur on the Property; and

WHEREAS, it was the RDA’s intent that the railroad spur would connect the Property to the Burlington Northern Santa Fe main railroad line to the east; and

WHEREAS, the RDA’s easement rights are set forth in that Easement Agreement (“RDA Easement”) executed by the RDA and Carmi, a true and correct of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

WHEREAS, the RDA Easement was recorded against the Property and remains in effect; and

WHEREAS, the City of Hanford (“City”) purchased the Property from Carmi in 2011 using non-RDA funds; and

WHEREAS, the property located directly east of the Property is owned by Tessengerlo Kerley, Inc. (TKI); and

WHEREAS, the City and TKI negotiated terms under which TKI extended a railroad spur onto the Property when TKI constructed a railroad spur on its property; and

WHEREAS, the railroad spur constructed by TKI on the Property is not located within the easement area described in the Easement Agreement; and

WHEREAS, the easement rights reserved by the RDA under the Easement Agreement are no longer necessary since the railroad spur envisioned by the RDA has been constructed on the Property.

NOW, THEREFORE, BE IT RESOLVED, the Successor Agency to the RDA is hereby directed to execute and record a Quitclaim Deed in a form substantially similar to the attached Exhibit “B,” which is incorporated herein by reference, and execute any other documents necessary to abandon the easement rights described in the Easement Agreement.

Passed and adopted at a special meeting of the Oversight Board of the Successor Agency to the Community Redevelopment Agency of the City of Hanford duly called and held on April 3, 2017, by the following vote:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

JENNIFER GOMEZ
 CITY CLERK
 Oversight Board of the Successor Agency
 to the Community Redevelopment Agency
 of the City of Hanford

APPROVED:

JOHN LEHN
 Chairperson of the Oversight Board of
 The Successor Agency to the Community Redevelopment
 Agency of the City of Hanford

Attachment: 2017.03.30 FINAL OB Resolution - Abandonment of Rail Easement (1925 : Abandonment of Easement Rights)

Recording Requested BY:
Chicago Title Company
Escrow #41002462EG



Titles: 01 Pages: 009
Fees: 32.00
Taxes: 0.00
Paid: \$32.00

Doc Nbr: 0810292
Doc Type: 07

Kings County Clerk Recorder - 2720 05/30/20
Ken Baird 10:25:

Chicago Title Company

RECORDING REQUESTED BY:

CITY OF HANFORD

WHEN RECORDED MAIL TO:

**CITY OF HANFORD
317 N. Douty Street
Hanford, CA 93230**

SPACE ABOVE THIS LINE FOR
RECORDER'S USE

**EASEMENT AGREEMENT
(Rail Easement)**

22 This EASEMENT AGREEMENT "Agreement" is made and entered into this day of May, 2008, ("Effective Date") by and between THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF HANFORD ("Seller"), and ELIOT CARMi, CRISTINA ALICIA CARMi, husband and wife, as joint tenants (collectively "Buyer"). Seller and Buyer are sometimes collectively referred to herein as the "Parties" and singularly as a "Party". This Agreement is made with reference to the following facts:

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A. Seller is the owner of that certain real property located in Hanford, Kings County, State of California, consisting of two (2) parcels containing a total of 16.43 acres, and more particularly described by legal description on Exhibit "A", which is attached hereto and made a part hereof, together with all rights, privileges, easements and appurtenances thereto (collectively "Real Property").

B. Seller wishes to sell and Buyer wishes to purchase from Seller in accordance with the provisions of this Agreement, the Real Property.

C. Buyer and Seller have entered into that certain Purchase Agreement dated July 25, 2007, which is incorporated herein by reference, that specifies the details of the establishment of a Rail Easement. Paragraph 11 of the Purchase Agreement states:

"In further consideration of Seller's agreement to sell the Real Property to Buyer, Buyer shall grant to Seller, a perpetual easement for railroad purposes having a width of sixty-five (65) feet and running the length of the Real Property along northern boundary of the Real Property for railroad purposes ("Sixty-Five Foot Rail

Attachment: 2017.03.30 FINAL OB Resolution - Abandonment of Rail Easement (1925 : Abandonment of Easement Rights)

northern boundary of the Real Property for railroad purposes ("**Sixty-Five Foot Rail Easement**"). The location of the Sixty-Five Foot Rail Easement and the form of the grant of easement must be acceptable to Seller.

"A Seller approved Engineer shall prepare the legal descriptions for the Sixty-Five Foot Rail Easement, at Buyer's sole cost and expense."

- D. The legal description for the Sixty-Five Foot Rail Easement is attached as Exhibit "B".

GRANT OF RAIL EASEMENT

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Buyer, for itself and its successors and assigns, does hereby grant to Seller, its successors and assigns, as follows:

- A. Railroad easement including the right, privilege and easement to construct, maintain, repair, renew, use, operate over, replace or remove railroad tracks, drainage facilities and appurtenances thereto in, along, over, upon or across that portion of the Sixty-Five Foot Rail Easement hereinafter described in Exhibit "B".
- B. Seller shall have and hold said easement for so long as the same is used or required for railroad purposes and until said Seller, its successors or assigns, shall remove all such facilities from the said premises with the intent to abandon said easement. Notice of such abandonment shall be in writing.
- C. The Sixty-Five Foot Rail Easement shall carry no restrictions. The easement rights granted herein shall be exclusive.
- D. The easement rights granted hereunder shall include, without limitation, the following: Seller may, if funds are available, construct a rail line west from the Burlington Northern Santa Fe Rail spur to the east, within the Sixty-Five Foot Rail Easement to 100 feet past the eastern property line of Buyer. The construction of any rail line extending from Seller's future railroad tracks within the Sixty-Five Foot Rail Easement area and onto Buyer's property shall be at the sole cost and expense of the Buyer. Buyer shall be responsible for the maintenance of the Sixty-Five Foot Rail Easement area. All rail construction shall meet the requirements and specifications of and be approved by the City of Hanford and Burlington Northern Santa Fe Railroad or its successor railroad company.

The foregoing list is non-exclusive and is not intended to limit the railroad activities occurring within the Sixty-Five Foot Rail Easement. Seller, Burlington Northern Santa Fe Railroad, and their successors shall be allowed to enter and

conduct upon the Real Property any and all activities associated with current and future railroad tracks and railroad operations that may take place within the Sixty-Five Foot Rail Easement.

- E. The Buyer shall, at all times, properly maintain, at its sole and separate cost, the Sixty-Five Foot Rail Easement herein granted, and prevent same from becoming dangerous and unsightly; however, Buyer shall not modify or interfere with any railroad operations or improvements located within the Sixty-Five Foot Rail Easement.
- F. The Buyer shall not construct any structure or any other type of improvement of any kind within the Sixty-Five Foot Rail Easement.
- G. The Buyer shall permit Burlington Northern Santa Fe Railroad and its successors access to the Sixty-Five Foot Rail Easement and to exercise all easement rights established herein.

Burlington Northern Santa Fe Railroad and its successors are third party beneficiaries of this Agreement and shall have the right to enforce the terms of this document.

- H. This Agreement shall be perpetual.
- I. In the event any party to this Agreement or a third party beneficiary brings a legal action to enforce the terms contained herein, the party prevailing in such legal action shall be entitled to, as part of the Court's order or judgment, its attorneys' fees and costs relating to such legal action.
- J. This Agreement shall be binding upon and shall inure to the benefit of the parties' successors and assign.
- K. Seller may assign its rights under this Agreement to any third party of its choosing.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first hereinabove written.

"SELLER"

**THE COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF HANFORD**

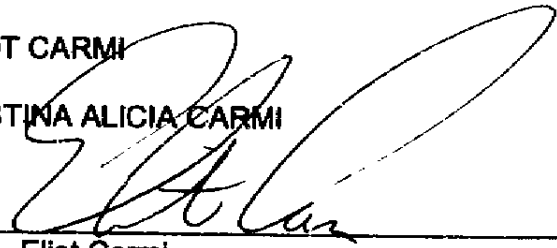
By: 
Gary W. Misenhimer, Executive Director

4

"BUYER"

ELIOT CARMÍ

CRISTINA ALICIA CARMÍ

By: 
Eliot Carmi

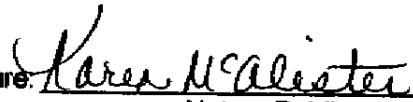
By: 
Cristina Alicia Carmi

STATE OF CALIFORNIA) ss.
COUNTY OF KINGS)

On May 22, 2008, before me, Karen McAlister Notary Public, personally appeared GARY W. MISENHIMER, Executive Director for the City of Hanford, who proved to me on the basis of satisfactory evidence to be the person(s) whose name ~~is~~ subscribed to the within instrument and acknowledged to me that ~~he~~ ~~she~~ ~~they~~ executed the same in ~~his~~ ~~her~~ ~~its~~ authorized capacity(s), and that by ~~his~~ ~~her~~ ~~their~~ signature(s) on the instrument the person(s), or the entity upon which behalf 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: 
Notary Public

(Seal)



Attachment: 2017.03.30 FINAL OB Resolution - Abandonment of Rail Easement (1925 : Abandonment of Easement Rights)

5
Attachment: 2017.03.30 FINAL OB Resolution - Abandonment of Rail Easement (1925 : Abandonment of Easement Rights)

STATE OF CALIFORNIA) ss.

COUNTY OF ~~KINGS~~ *Los Angeles*

On May *24th*, 2008, before me, *H. E. Elphaxi*, Notary Public, personally appeared ELIOT CARMi, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(~~s~~), and that by his/~~her~~/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon which behalf 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.

Commission # 1761530-



Signature: *H. E. Elphaxi*
Notary Public

(Seal)

Attachment: 2017.03.30 FINAL OB Resolution - Abandonment of Rail Easement (1925 : Abandonment of Easement Rights)

STATE OF CALIFORNIA) ss.

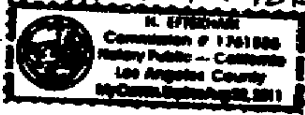
COUNTY OF ~~KINGS~~ *Los Angeles*

On May *24th*, 2008, before me, *H. Eftekhari*, Notary Public, personally appeared CRISTINA ALICIA CARMI, who proved to me on the basis of satisfactory evidence to be the person(s) whose name 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 which behalf 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.

Commission #1761535



(Seal)

Signature: *H. Eftekhari*
Notary Public

EXHIBIT "A"**PARCEL 1:**

That portion of the Southwest quarter of Section 13, Township 19 South, Range 21 East, Mount Diablo Base and Meridian, in the City of Hanford, County of Kings, State of California, described as follows:

Commencing at the Southeast corner of said Southwest quarter of Section 13;

Thence, North $01^{\circ}26'53''$ East, along the East line of said Southwest quarter, 1803.35 feet;

Thence, North $89^{\circ}53'58''$ West, parallel with the North line of said Southwest quarter, 50.01 feet, more or less, to the Northeast corner of Parcel D of Parcel Map No. 11-10, Kings County Records;

Thence, continuing North $89^{\circ}53'58''$ West, along said North line of Parcel D, 1862.00 feet, to the Northwest corner of said Parcel D, said point also being the Northeast corner of Parcel C of said Parcel Map No. 11-10, and the TRUE POINT OF BEGINNING;

Thence, continuing North $89^{\circ}53'58''$ West, along the North line of said Parcel C, 676.54 feet, to the Northwest corner of said Parcel C and a point on the East right of way line of 11th Avenue;

Thence, South $01^{\circ}28'20''$ West, along the West line of said Parcel C and said East right of way line, 529.67 feet;

Thence, South $89^{\circ}53'58''$ East, parallel with the North line of said Parcel C, 676.54 feet, to a point on the East line of said Parcel C;

Thence, North $01^{\circ}28'20''$ East, along said East line, 529.67 feet, to the TRUE POINT OF BEGINNING.

Parcel contains 8.22 acres
APN: 018-242-065

PARCEL 2:

That portion of the Southwest quarter of Section 13, Township 19 South, Range 21 East, Mount Diablo Base and Meridian, in the City of Hanford, County of Kings, State of California, described as follows:

Commencing at the Southeast corner of said Southwest quarter of Section 13;

Thence, North $01^{\circ}26'53''$ East, along the East line of said Southwest quarter, 1803.35 feet;

Thence, North $89^{\circ}53'58''$ West, parallel with the North line of said Southwest quarter, 50.01 feet, more or less, to the Northeast corner of Parcel D of Parcel Map No. 11-10, Kings County Records;

Thence, continuing North $89^{\circ}53'58''$ West, along said North line of Parcel D, 1862.00 feet, to the Northwest corner of said Parcel D, said point also being the Northeast corner of Parcel C of said Parcel Map No. 11-10;

Thence, continuing North $89^{\circ}53'58''$ West, along the North line of said Parcel C, 676.54 feet, to the Northwest corner of said Parcel C and a point on the East right of way line of 11th Avenue;

Thence, South $01^{\circ}28'20''$ West, along the West line of said Parcel C and said East right of way line, 529.67 feet, to the TRUE POINT OF BEGINNING;

Thence, continuing South $01^{\circ}28'20''$ West, along the West line of said Parcel C, and along the West line of said Parcel D and said East right of way line, 497.67 feet, to the beginning of a tangent curve, concave Northeasterly, having a radius of 30.00 feet;

Thence, Southeasterly, along said 30.00 foot radius curve, through a central angle of $91^{\circ}15'25''$, an arc distance of 47.78 feet;

Thence, South $89^{\circ}47'05''$ East, parallel with the South line of said Southwest quarter of Section 13, a distance of 645.84 feet, to the intersection with the Southerly prolongation of the East line of said Parcel C;

Thence, North $01^{\circ}28'20''$ East, along said Southerly prolongation and said East line, 529.69 feet;

Thence, North $89^{\circ}53'58''$ West, parallel with the North line of said Parcel C, a distance of 676.54 feet, to the TRUE POINT OF BEGINNING.

Parcel contains 8.21 acres.
APN: 018-242-066

§
Attachment: 2017.03.30 FINAL OB Resolution - Abandonment of Rail Easement (1925 : Abandonment of Easement Rights)

LEGAL DESCRIPTION
FOR
SIXTY-FIVE FOOT RAIL EASEMENT
APN: 018-242-065

THE SOUTH 65.00 FEET OF THE NORTH 130.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 19 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF HANFORD, COUNTY OF KINGS, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 13;

THENCE, NORTH 01°26'53" EAST, ALONG SAID EAST LINE OF SAID SOUTHWEST QUARTER, 1803.35 FEET;

THENCE, NORTH 89°53'58" WEST, PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER, 50.01 FEET, MORE OF LESS TO THE NORTHEAST CORNER OF PARCEL D OF PARCEL MAP NO. 11-10, KINGS COUNTY RECORDS;


THENCE, CONTINUING NORTH 89°53'58" WEST, ALONG SAID NORTH LINE OF SAID PARCEL D, 1862.00 FEET, TO THE NORTHWEST CORNER OF SAID PARCEL D, SAID POINT ALSO BEING THE NORTHEAST CORNER OF PARCEL C OF SAID PARCEL MAP NO. 11-10, AND THE TRUE POINT OF BEGINNING;

THENCE, CONTINUING NORTH 89°53'58", WEST ALONG THE NORTH LINE OF SAID PARCEL C, 676.54 FEET, TO THE NORTHWEST CORNER OF SAID PARCEL C AND A POINT ON THE EAST RIGHT OF WAY LINE OF 11TH AVENUE;

THENCE, SOUTH 01°28'20" WEST, ALONG THE WEST LINE OF SAID PARCEL C AND SAID EAST RIGHT OF WAY LINE, 529.67 FEET;

THENCE, SOUTH 89°53'58" EAST, PARALLEL WITH THE NORTH LINE OF SAID PARCEL C, 676.54 FEET, TO A POINT ON THE EAST LINE OF SAID PARCEL C;

THENCE, NORTH 01°28'20" EAST, ALONG SAID EAST LINE, 529.67 FEET, TO THE TRUE POINT OF BEGINNING.

M. J. [Signature]
[Signature]


END OF DOCUMENT

END OF DOCUMENT

RECORDING REQUESTED BY
AND WHEN RECORDED
RETURN TO:

TY N. MIZOTE
GRISWOLD, LaSALLE, COBB,
DOWD & GIN, L.L.P.
111 E. Seventh St.
Hanford, CA 93230

- Computed on full value of property conveyed, or
- Computed on full value less liens & encumbrances remaining thereon at time of sale.

Signature of declarant or agent determining tax, firm name

QUITCLAIM DEED

XX City of Hanford
_____ Unincorporated Area

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

the Successor Agency to the Community Redevelopment Agency for the City of Hanford

GRANTS and RELINQUISHES to the City of Hanford, a municipal corporation and current owner of that real property described in the attached Exhibit "A," which is incorporated herein by reference, any and all rights acquired by it pursuant to that Easement Agreement ("Easement Agreement"), recorded May 30, 2008 as Document No. 0810292, Official Records, Kings County, California. The undersigned acknowledges and confirms that Easement Agreement has been terminated and the terms thereof are no longer in effect.

**Successor Agency to the Community
Redevelopment Agency of the City of
Hanford**

Dated: April ____, 2017

By: _____
DAVID AYERS
Mayor

MAIL TAX STATEMENT TO PARTY SHOWN ON FOLLOWING LINE:

City of Hanford, 315 N. Douty, Hanford, CA 93230

Attachment: 2017.03.30 FINAL OB Resolution - Abandonment of Rail Easement (1925 : Abandonment of Easement Rights)

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

State of California)
)
County of KINGS)
_____)

On _____, before me, _____, notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

(SEAL)

Exhibit "A"

PARCEL 3

That portion of the Southwest quarter of Section 13, Township 19 South, Range 21 East, Mount Diablo Base and Meridian, in the City of Hanford, County of Kings, State of California, described as follows;

Commencing at the Southeast corner of said Southwest quarter of Section 13;

Thence, North 01°26'53" East, along the East line of said Southwest quarter, 1803.35 feet;

Thence, North 89°53'58" West, parallel with the North line of said Southwest quarter, 50.01 feet, more or less, to the Northeast corner of Parcel D of Parcel Map No. 11-10, Kings County Records;

Thence, continuing North 89°53'58" West, along said North line of Parcel D, 1862.00 feet, to the Northwest corner of said Parcel D, said point also being the Northeast corner of Parcel C of said Parcel Map No. 11-10, and the TRUE POINT OF BEGINNING;

Thence, continuing North 89°53'58" West, along the North line of said Parcel C, 676.54 feet, to the Northwest corner of said Parcel C and a point on the East right of way line of 11th Avenue;

Thence, South 01°28'20" West, along the West line of said Parcel C and said East right of way line, 529.67 feet;

Thence, South 89°53'58" East, parallel with the North line of said Parcel C, 676.54 feet, to a point on the East line of said Parcel C;

Thence, North 01°28'20" East, along said East line, 529.67 feet, to the TRUE POINT OF BEGINNING.

Parcel 3 contains 8.22 acres

PARCEL 4

That portion of the Southwest quarter of Section 13, Township 19 South, Range 21 East, Mount Diablo Base and Meridian, in the City of Hanford, County of Kings, State of California, described as follows;

Commencing at the Southeast corner of said Southwest quarter of Section 13;

Thence, North 01°26'53" East, along the East line of said Southwest quarter, 1803.35 feet;

Thence, North 89°53'58" West, parallel with the North line of said Southwest quarter, 50.01 feet, more or less, to the Northeast corner of Parcel D of Parcel Map No. 11-10, Kings County Records;

Thence, continuing North 89°53'58" West, along said North line of Parcel D, 1862.00 feet, to the Northwest corner of said Parcel D, said point also being the Northeast corner of Parcel C of said Parcel Map No. 11-10;

Thence, continuing North 89°53'58" West, along the North line of said Parcel C, 676.54 feet, to the Northwest corner of said Parcel C and a point on the East right of way line of 11th Avenue;

Thence, South 01°28'20" West, along the West line of said Parcel C and said East right of way line, 529.67 feet, to the TRUE POINT OF BEGINNING;

Thence, continuing South 01°28'20" West, along the West line of said Parcel C, and along the West line of said Parcel D and said East right of way line, 497.67 feet, to the beginning of a tangent curve, concave Northeasterly, having a radius of 30.00 feet;

Thence, Southeasterly, along said 30.00 foot radius curve, through a central angle of 91°15'25", an arc distance of 47.78 feet;

Thence, South 89°47'05" East, parallel with the South line of said Southwest quarter of Section 13, a distance of 645.84 feet, to the intersection with the Southerly prolongation of the East line of said Parcel C;

Thence, North 01°28'20" East, along said Southerly prolongation and said East line, 529.69 feet;

Thence, North 89°53'58" West, parallel with the North line of said Parcel C, a distance of 676.54 feet, to the TRUE POINT OF BEGINNING.

Parcel 4 contains 8.21 acres

DEED CERTIFICATION

This is to certify that the interest in real property conveyed by the Quitclaim Deed dated April __, 2017, from the Successor Agency to the Community Redevelopment Agency for the City of Hanford, is hereby accepted by the City of Hanford and the Grantee consents to recordation by its duly authorized officer.

DATED: April __, 2017

CITY OF HANFORD,
A municipal corporation

By: _____
Darrel Pyle, City Manager

Attest: _____
Jennifer Gomez, City Clerk

Attachment: 2017.03.30 FINAL OB Resolution - Abandonment of Rail Easement (1925 : Abandonment of Easement Rights)

RECORDING REQUESTED BY
AND WHEN RECORDED
RETURN TO:

TY N. MIZOTE
GRISWOLD, LaSALLE, COBB,
DOWD & GIN, L.L.P.
111 E. Seventh St.
Hanford, CA 93230

-
- Computed on full value of property conveyed, or
 - Computed on full value less liens & encumbrances remaining thereon at time of sale.

Signature of declarant or agent determining tax, firm name

QUITCLAIM DEED

XX City of Hanford
_____ Unincorporated Area

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

the Successor Agency to the Community Redevelopment Agency for the City of Hanford

GRANTS and RELINQUISHES to the City of Hanford, a municipal corporation and current owner of that real property described in the attached Exhibit "A," which is incorporated herein by reference, any and all rights acquired by it pursuant to that Easement Agreement ("Easement Agreement"), recorded May 30, 2008 as Document No. 0810292, Official Records, Kings County, California. The undersigned acknowledges and confirms that Easement Agreement has been terminated and the terms thereof are no longer in effect.

**Successor Agency to the Community
Redevelopment Agency of the City of
Hanford**

Dated: April ____, 2017

By: _____
DAVID AYERS
Mayor

MAIL TAX STATEMENT TO PARTY SHOWN ON FOLLOWING LINE:

City of Hanford, 315 N. Douty, Hanford, CA 93230

Attachment: 2017.03.29 Quitclaim Deed (1925 : Abandonment of Easement Rights)

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

State of California)
)
County of KINGS)
_____)

On _____, before me, _____, notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

(SEAL)

Attachment: 2017.03.29 Quitclaim Deed (1925 : Abandonment of Easement Rights)

Exhibit "A"

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Thence, North 01°26'53" East, along the East line of said Southwest quarter, 1803.35 feet;

Thence, North 89°53'58" West, parallel with the North line of said Southwest quarter, 50.01 feet, more or less, to the Northeast corner of Parcel D of Parcel Map No. 11-10, Kings County Records;

Thence, continuing North 89°53'58" West, along said North line of Parcel D, 1862.00 feet, to the Northwest corner of said Parcel D, said point also being the Northeast corner of Parcel C of said Parcel Map No. 11-10, and the TRUE POINT OF BEGINNING;

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Thence, South 01°28'20" West, along the West line of said Parcel C and said East right of way line, 529.67 feet;

Thence, South 89°53'58" East, parallel with the North line of said Parcel C, 676.54 feet, to a point on the East line of said Parcel C;

Thence, North 01°28'20" East, along said East line, 529.67 feet, to the TRUE POINT OF BEGINNING.

Parcel 3 contains 8.22 acres

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Thence, continuing North 89°53'58" West, along said North line of Parcel D, 1862.00 feet, to the Northwest corner of said Parcel D, said point also being the Northeast corner of Parcel C of said Parcel Map No. 11-10;

Thence, continuing North 89°53'58" West, along the North line of said Parcel C, 676.54 feet, to the Northwest corner of said Parcel C and a point on the East right of way line of 11th Avenue;

Thence, South 01°28'20" West, along the West line of said Parcel C and said East right of way line, 529.67 feet, to the TRUE POINT OF BEGINNING;

Thence, continuing South 01°28'20" West, along the West line of said Parcel C, and along the West line of said Parcel D and said East right of way line, 497.67 feet, to the beginning of a tangent curve, concave Northeasterly, having a radius of 30.00 feet;

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DEED CERTIFICATION

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DATED: April ____, 2017

CITY OF HANFORD,
A municipal corporation

By: _____
Darrel Pyle, City Manager

Attest: _____
Jennifer Gomez, City Clerk

Attachment: 2017.03.29 Quitclaim Deed (1925 : Abandonment of Easement Rights)