

Recording Requested By:
County of Fresno

When Recorded Mail To:

County of Fresno, Department
of Public Works and Planning
Design Division (Real Property)
2220 Tulare Street, 6th Floor
Fresno, CA 93721

MAINTENANCE EASEMENT

BPMP-Scour
Mitigation Project
Parcel: 2A
APN 053-100-63T

For value received,

Zalda Reclamation District No. 801, hereinafter referred to as GRANTOR,

hereby grant(s) to the COUNTY OF FRESNO, a political subdivision of the State of California, hereinafter referred to as Grantee, its successors and assigns, the perpetual and non-exclusive maintenance easement to have, construct, install, operate, use, maintain, alter, repair, improve, reconstruct, enlarge and supplement canals and waterways with assorted scour protection, pipes, pipelines and other conduits, and to flow and conduct water through said canals and waterways with associated scour protection, pipes, pipelines and other conduits, across, over, through and under that certain real property owned by GRANTORS in said County of Fresno, State of California, described as follows:

See attached Exhibits "A & B"

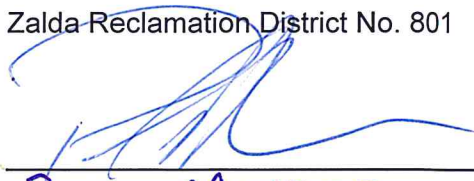
Said easement shall include rights convenient or incidental to the use thereof by GRANTEE including the right of ingress to and egress from said easement so described over and across said real property owned by GRANTORS.

All scour protection to be constructed by GRANTEE, its agents or assigns, upon and within said easement are or shall become and remain the property of GRANTEE and shall be maintained by GRANTEE at GRANTEE'S expense and GRANTORS shall have no right, title or interest therein.

When scour protection and other structures or facilities shall be constructed and maintained, the manner in which they shall be constructed and maintained and the time and manner for conducting and discharging water through the same shall be in the sole and absolute control of GRANTEE.

Zalda Reclamation District No. 801

Date: 3-20-2018

By: 
PAUL MENDES

Its: Vice-President

**BPMP Scour Mitigation – Fresno
Slough Bridge at Excelsior Avenue**

**Parcel 2A
Portion of APN 053-100-63T**

Exhibit A

That portion of the Southeast Quarter of Section 32, Township 17 South, Range 19 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, described as follows:

COMMENCING at the Southwest corner of said Section 32; thence, along the South line of said Section 32, North $88^{\circ}44'57''$ East, a distance of 4,837.04 feet; thence, North $01^{\circ}15'03''$ West, a distance of 30.00 feet to the North line of the South 30 feet of said Section 32 said point being the TRUE POINT OF BEGINNING, thence,

- 1) Parallel with and 30 feet North of the South line of said Section 32, North $88^{\circ}44'57''$ East, a distance of 126.95 feet; thence,
- 2) North $08^{\circ}15'00''$ West, a distance of 126.55 feet; thence,
- 3) South $88^{\circ}44'57''$ West, a distance of 126.95 feet to the Westerly line of the Right of way line of Zalda Reclamation District's Levee; thence,
- 4) Along said Westerly line, South $08^{\circ}15'00''$ East, a distance of 126.55 feet to the TRUE POINT OF BEGINNING

Containing 0.365 acres of land, more or less



EXHIBIT B
PARCEL 2A

T. 17 S., R. 19 E., M.D.B. & M.

LEGEND



RIGHT OF WAY
ACQUISITION TO
COUNTY OF FRESNO

WESTERLY RIGHT OF
WAY LINE OF ZALDA
RECLAMATION DISTRICT'S
LEVEE

2A

053-100-63T
ZALDA RECLAMATION
DISTRICT NO. 801

31 32 T 17 S, R 19 E
6 5 T 18 S, R 19 E

POB

N 01°15'03" W
30.00'

W. EXCELSIOR AVENUE

N 88°44'57" E
4837.04'

N 88°44'57" E, 126.95'

N 88°44'57" E
469.58'

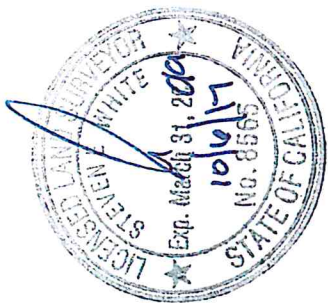
N 08°15'00" W, 126.55'

S 88°44'57" W, 126.95'

S 08°15'00" E, 126.55'

T 17 S, R 19 E 32 33
T 18 S, R 19 E 5 4

GRANTLAND AVENUE



DEPARTMENT OF PUBLIC WORKS AND PLANNING

BMP SCOUR MITIGATION

FRESNO SLOUGH BRIDGE AT EXCELSIOR AVENUE

BRIDGE #NO.

SHEET NO. 1

NAME:	DATE:
DRAWN: J DONMYER	09/28/17
CHECKED: G MEDINA	09/29/17
REVISION: XX	00/00/00

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 MARCH 20, 2017 before me, MARILYN J. DUTRA Notary Public, personally appeared PAUL MENDES, 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 behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.


Notary Public

(Seal)



CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this deed to the County of Fresno, a Governmental Agency, is hereby accepted by action of the Board of Supervisors of said County of Fresno on September 11, 2018 and the Grantee consents to the recordation thereof.

BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California

By Rose C. [Signature]
Deputy

Recording Requested By:
County of Fresno

When Recorded Mail To:

County of Fresno, Department
of Public Works and Planning
Design Division (Real Property)
2220 Tulare Street, 6th Floor
Fresno, CA 93721

MAINTENANCE EASEMENT

BPMP-Scour
Mitigation Project
Parcel: 8
APN 373-070-86S

For value received,

SEE GRANTOR EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEROF, hereinafter referred to as GRANTOR,

hereby grant(s) to the COUNTY OF FRESNO, a political subdivision of the State of California, hereinafter referred to as Grantee, its successors and assigns, the perpetual and non-exclusive maintenance easement to have, construct, install, operate, use, maintain, alter, repair, improve, reconstruct, enlarge and supplement canals and waterways with assorted scour protection, pipes, pipelines and other conduits, and to flow and conduct water through said canals and waterways with associated scour protection, pipes, pipelines and other conduits, across, over, through and under that certain real property owned by GRANTORS in said County of Fresno, State of California, described as follows:

See attached Exhibits "B & C"

Said easement shall include rights convenient or incidental to the use thereof by GRANTEE including the right of ingress to and egress from said easement so described over and across said real property owned by GRANTORS.

All scour protection to be constructed by GRANTEE, its agents or assigns, upon and within said easement are or shall become and remain the property of GRANTEE and shall be maintained by GRANTEE at GRANTEE'S expense and GRANTORS shall have no right, title or interest therein.

When scour protection and other structures or facilities shall be constructed and maintained, the manner in which they shall be constructed and maintained and the time and manner for conducting and discharging water through the same shall be in the sole and absolute control of GRANTEE.

Date: 5-25-18

SEE GRANTOR SIGNATURE EXHIBIT "D" ATTACHED HERETO AND MADE A PART HEREOF

GRANTOR EXHIBIT "A"

Airport Ranch Co., a California General Partnership, as to an undivided 2.25% interest and Black Ranch Co., LTD., a California Limited Partnership, as to an undivided 1.25% interest; and Butte Ranch Co., a California General Partnership, as to an undivided 1.00% interest; and Cartwright Ranch Co., a California General Partnership, as to an undivided 2.25% interest; and Cloverleaf Ranch Co., LTD., a California Limited Partnership, as to an undivided 5.50% interest; and E.R.A., LTD., a California Limited Partnership, as to an undivided 4.50% interest; and Frazier No. 2, LTD., a California Limited Partnership, as to an undivided 4.00% interest; and Hi-Test Ranch Co., LTD., a California Limited Partnership, as to an undivided 1.50% interest; and II-B Ranch Co., LTD., a California Limited Partnership, as to an undivided 1.50% interest; and M.R.A. Ranch Co., LTD., a California Limited Partnership, as to an undivided 4.50% interest; and McFarland No. 2 Ranch Co., a California General Partnership, as to an undivided 7.00% interest; and Maricopa 1040 Ranch Co., L.P., a California Limited Partnership, as to an undivided 2.00% interest; and Mehrten Creek Ranch Co., a California General Partnership, as to an undivided 1.00% interest; and Millwood Ranch Co., LTD., a California Limited Partnership, as to an undivided 6.00% interest; and Mitchell Ranch Co., LTD., a California Limited Partnership, as to an undivided 6.00% interest; and Mountain View Ranch Co., LTD., a California Limited Partnership, as to an undivided 8.00% interest; and Old River Groves, L.P., A California Limited Partnership, as to an undivided 7.00% interest; and Paramount Ranch Co., a California General Partnership, as to an undivided 10.00% interest; and Railroad Ranch Co., LTD., a California Limited Partnership, as to an undivided 2.00% interest; and Seven-Eleven Ranch Company, LTD, a California Limited Partnership, as to an undivided 1.25% interest; and Sierra View Ranch Co., LTD., a California Limited Partnership, as to an undivided 4.50% interest; and Sol Oro Ranch Co., a California Limited Partnership, as to an undivided 3.50% interest; and South Star Ranch Co., a California General Partnership, as to an undivided 7.00% interest; and T.R.A. Ranch Co., LTD., a California Limited Partnership, as to an undivided 2.00% interest; and Wallichs Ranch Co., a California General Partnership, as to an undivided 4.50% interest, all as tenants in common

GRANTOR SIGNATURE EXHIBIT "D"

Airport Ranch Co., a California General Partnership, as to an undivided 2.25% interest and Black Ranch Co., LTD., a California Limited Partnership, as to an undivided 1.25% interest; and Butte Ranch Co., a California General Partnership, as to an undivided 1.00% interest; and Cartwright Ranch Co., a California General Partnership, as to an undivided 2.25% interest; and Cloverleaf Ranch Co., LTD., a California Limited Partnership, as to an undivided 5.50% interest; and E.R.A., LTD., a California Limited Partnership, as to an undivided 4.50% interest; and Frazier No. 2, LTD., a California Limited Partnership, as to an undivided 4.00% interest; and Hi-Test Ranch Co., LTD., a California Limited Partnership, as to an undivided 1.50% interest; and II-B Ranch Co., LTD., a California Limited Partnership, as to an undivided 1.50% interest; and M.R.A. Ranch Co., LTD., a California Limited Partnership, as to an undivided 4.50% interest; and McFarland No. 2 Ranch Co., a California General Partnership, as to an undivided 7.00% interest; and Maricopa 1040 Ranch Co., L.P., a California Limited Partnership, as to an undivided 2.00% interest; and Mehrten Creek Ranch Co., a California General Partnership, as to an undivided 1.00% interest; and Millwood Ranch Co., LTD., a California Limited Partnership, as to an undivided 6.00% interest; and Mitchell Ranch Co., LTD., a California Limited Partnership, as to an undivided 6.00% interest; and Mountain View Ranch Co., LTD., a California Limited Partnership, as to an undivided 8.00% interest; and Old River Groves, L.P., A California Limited Partnership, as to an undivided 7.00% interest; and Paramount Ranch Co., a California General Partnership, as to an undivided 10.00% interest; and Railroad Ranch Co., LTD., a California Limited Partnership, as to an undivided 2.00% interest; and Seven-Eleven Ranch Company, LTD, a California Limited Partnership, as to an undivided 1.25% interest; and Sierra View Ranch Co., LTD., a California Limited Partnership, as to an undivided 4.50% interest; and Sol Oro Ranch Co., a California Limited Partnership, as to an undivided 3.50% interest; and South Star Ranch Co., a California General Partnership, as to an undivided 7.00% interest; and T.R.A. Ranch Co., LTD., a California Limited Partnership, as to an undivided 2.00% interest; and Wallichs Ranch Co., a California General Partnership, as to an undivided 4.50% interest, all as tenants in common

BY: Evans Ag GP, Inc., a Nevada corporation,
It's Partner and General Partner

BY: _____



Berne H. Evans, III, its President

**BPMP Scour Mitigation – Traver
Channel Culvert at Alta Avenue**

**Parcel 8
Portion of APN 373-070-86S**

Exhibit A

That portion of Lot 8 of A.W. Clark Colony, according to the Map thereof recorded in Book 4, Page 40 of Record of Surveys of Fresno County Records, in Section 17, Township 15 South, Range 24 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, described as follows:

COMMENCING at the Southwest corner of said Section 17; thence, along the West line of said Section 17, North 00°00'01" East, a distance of 1,659.54 feet; thence, leaving said West line, South 89°59'59" East, a distance of 40.00 feet to the TRUE POINT OF BEGINNING, thence,

- 1) Parallel with and 40 feet East of said West line, North 00°00'01" East, a distance of 129.49 feet to the Centerline of Traver Channel; thence,
- 2) Along said Centerline of Traver Channel, South 46°13'52" East, a distance of 78.45 feet; thence,
- 3) Leaving said Centerline, South 00°00'01" West, a distance of 75.22 feet; thence,
- 4) North 89°59'59" West, a distance of 56.65 feet to the TRUE POINT OF BEGINNING

Containing 0.137 acres of land, more or less

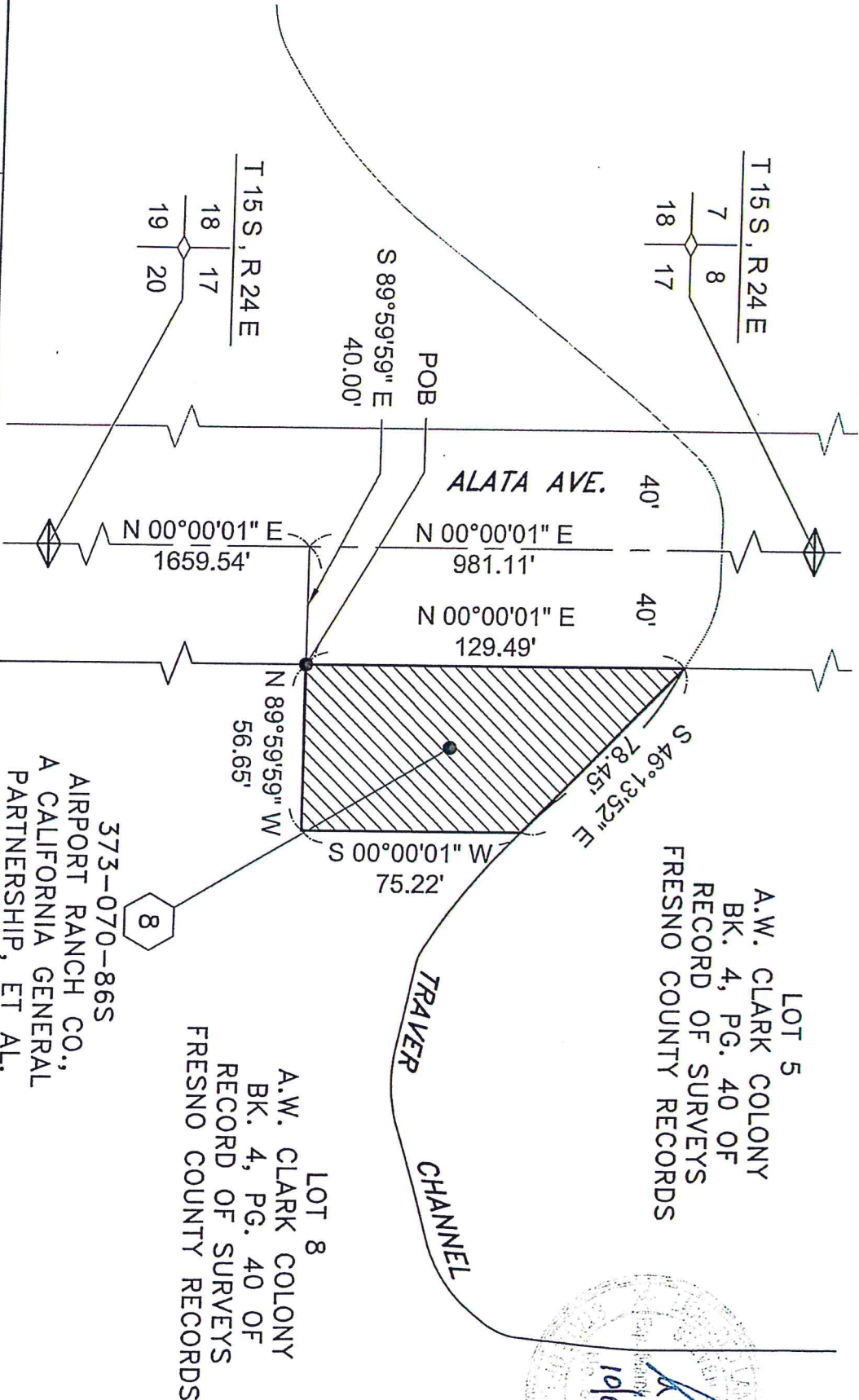


LEGEND

 RIGHT OF WAY ACQUISITION TO COUNTY OF FRESNO

T. 15 S., R. 24 E., M.D.B. & M.

EXHIBIT B
PARCEL 8



373-070-865
AIRPORT RANCH CO.,
A CALIFORNIA GENERAL
PARTNERSHIP, ET AL.

LOT 8
A.W. CLARK COLONY
BK. 4, PG. 40 OF
RECORD OF SURVEYS
FRESNO COUNTY RECORDS

LOT 5
A.W. CLARK COLONY
BK. 4, PG. 40 OF
RECORD OF SURVEYS
FRESNO COUNTY RECORDS



NAME:	DATE:
DRAWN: J DONMYER	09/26/17
CHECKED: G MEDINA	09/29/17
REVISION: XX	00/00/00



DEPARTMENT OF PUBLIC WORKS AND PLANNING
BPMP SCOUR MITIGATION
TRAVER CHANNEL CULVERT
AT ALTA AVENUE

BRIDGE #NO.

SHEET NO. 1

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Los Angeles)On May 25, 2018 before me, Afaf Sheikh, a Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Berne H. Evans III

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: Maintenance Easement / Exhibit B Document Date: 5/25/18

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

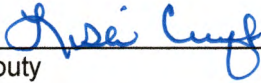
- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this deed to the County of Fresno, a Governmental Agency, is hereby accepted by action of the Board of Supervisors of said County of Fresno on September 11, 2018 and the Grantee consents to the recordation thereof.

BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California

By 
Deputy