

**RECORDING REQUESTED BY:**  
**COUNTY OF FRESNO**  
 No Fee – Govt. Code  
 Sections 6103 and 27383

**When Recorded Mail Document To:**  
 County of Fresno, Department of Public  
 Works and Planning Design Division  
 (Real Property)  
 2220 Tulare Street, 6<sup>th</sup> Floor  
 Fresno, CA 93721

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned grantor(s) declare(s):  
 DOCUMENTARY TRANSFER TAX IS \$0

Agreement No. 21-027

### **AGREEMENT FOR COMMON USE OF EASEMENTS**

THIS AGREEMENT FOR COMMON USE OF EASEMENTS (this “Agreement”) is made and entered into as of this 26<sup>th</sup> day of January, 2021 (the “Effective Date”), by and between ALTA IRRIGATION DISTRICT, a California Irrigation District (“District”), and the COUNTY OF FRESNO, a political subdivision of the State of California (“County”). The District and the County are sometimes collectively referred in this Agreement as the “Parties” or singularly as a “Party” or by their individual names.

#### RECITALS

- A. WHEREAS, the District has prior rights and was formed on August 14, 1888, for the purpose of delivering surface water from the Kings River to landowners in the Counties of Fresno, Kings and Tulare; and
- B. WHEREAS, the District is a California Irrigation District organized and existing under and by virtue of the Irrigation District Law, Division 11, of the California Water Code; and
- C. WHEREAS, the District holds easements and prescriptive right-of-way interests pursuant to Water Code section 22438 for access to and conveyance of water over, under, across, and through, and maintenance of, certain real property known as Travers Creek in Fresno County, California (the “District Easements”); and
- D. WHEREAS, the County has or will acquire right-of-way interests in certain real property within the District’s boundaries located in Fresno County, California and more particularly described in Exhibit “A” which is attached hereto and incorporated herein by this reference (the “Property”), in order to replace the Travers Creek Bridge on Lincoln Avenue, a public roadway in the County of Fresno, with a new two-lane concrete box culvert bridge (the “Project”); and
- E. WHEREAS, the County has acquired new easements for all portions of the Property except Fresno County APN 373-310-34. These easements are set forth in the following

instruments recorded in the Official Records of Fresno County: (i) Grant of Easement dated December 19, 2018, recorded February 19, 2019, as Document No. 2019-0016174; (ii) Grant of Easement dated May 29, 2018, recorded February 21, 2019, as Document No. 2019-0017436; and (iii) Grant of Easement dated August 20, 2018, recorded October 24, 2018, as Document No. 2018-0129486.

F. WHEREAS, Fresno County APN 373-310-34 is currently the subject of eminent domain litigation (*County of Fresno v. Patricia A. Rogers, et al.*, Fresno Superior Court Case No. 20CECG01833) (the “Eminent Domain Case”). Following final disposition of the Eminent Domain Case, the County will have right-of-way easements necessary for the Project as depicted in Exhibit “A” hereto (together referred as the “County Easements”); and

G. WHEREAS, the County Easements overlap the existing District Easements, which overlapping portions are more specifically described as that area shown on the depiction attached hereto as Exhibit “B”, being hereby designated as the “Area of Common Use”; and

H. WHEREAS, the District and County wish to establish certain conditions under which the Area of Common Use shall be used by the Parties.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the Parties hereby agree as follows:

1. **Recording of Agreement.** The Parties agree that upon acquisition of sufficient interest in Fresno County APN 373-310-34 as contemplated in Recital F above (whether by court order or settlement) County shall cause this Agreement to be recorded in the Official Records of Fresno County .

2. **District’s Consent.** District hereby consents to the use by County of the Area of Common Use for purposes of maintaining and operating the Project. County’s use of the Area of Common Use shall be subject to District’s right to fully use the Area of Common Use for all of District’s purposes, and to the terms and conditions herein contained. Parties acknowledge that District has a prior right in the Area of Common Use and District does not by this Agreement subordinate any rights it may have in the Area of Common Use to any use thereof by County. County acknowledges that by District’s consent to County’s use of the Area of Common Use, District is making no representation or warranty regarding the existence or non-existence of any third parties claiming a right, title, or interest in the Area of Common Use.

3. **County’s Consent.** County hereby consents to the use by District of the Area of Common Use for exercise of the District Easements, including, but not limited to, ingress and egress to Travers Creek. County does not by this Agreement subordinate any rights it may have in the Area of Common Use to any use County shall make of the land. More specifically, the District consent to the County’s use of the Area of Common Use for the Project.

4. **The Project.** County shall, at its own cost and expense, locate, construct, operate, and maintain, the Project in the Area of Common Use in such a manner and using such material as may be required so that the Project will not at any time damage, unreasonably impair, or interfere with the use by District of the District Easements. The County shall coordinate any

construction or maintenance of the Project so that it does not interfere with the District's water delivery, operations, and maintenance schedules.

5. **Common Use.** Except as expressly set forth herein, this Agreement shall not in any way alter, modify, or terminate the District Easements in the Area of Common Use. Both District and County shall use the Area of Common Use in such a manner as not to unreasonably interfere with the rights of one another and nothing herein shall be construed as a release or waiver of any claim for compensation or damages that District or County may now have, or may hereafter acquire, resulting from the construction or alteration of existing facilities or the construction or alteration of additional facilities by either District or County, which causes damage to or unreasonably interferes with the use of the Area of Common Use by the other Party. Each Party shall construct, operate, or maintain their improvements in the Area of Common Use in a manner that does not diminish or restrict the ability of the other Party to use the Area of Common Use for the purpose identified in this Agreement. Neither Party shall have the right to increase the extent or scope of their use of the Area of Common Use as identified in this Agreement, without the express written authorization of the other Party.

6. **Responsibilities of the Parties.**

(a) Except as described above, District and County shall be responsible for the maintenance, repair, alteration, improvement, or relocation of their respective facilities within the Area of Common Use.

(b) Nothing in this Agreement shall relieve the Parties of any responsibility toward the other for damage to the other's property located outside of the Area of Common Use.

7. **No Grant of Rights.** The Parties acknowledge that this Agreement only governs the Area of Common Use and does not grant any rights in the underlying real property, or affect the rights of any third party to such property.

8. **Indemnification.**

(a) District shall indemnify, hold harmless and defend County and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs, and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time, and property damage) incurred by County, District or any other person, and from any and all claims, demands, and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from use of the District Easements in the Area of Common Use, except for the intentional acts or omissions, or willful misconduct of County or any of its officers, officials, employees, agents, and volunteers in performance of this Agreement; provided nothing herein shall constitute a waiver by District of governmental immunities including California Government Code sections 810 et seq.

(b) County shall indemnify, hold harmless and defend District and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs, and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time, and property damage) incurred by District, County or any other person, and from any and all claims, demands, and actions in law or equity

(including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the use of the County Easements in the Area of Common Use, including the Project, except for the intentional acts or omissions, or willful misconduct of District or any of its officers, officials, employees, agents, and volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by County of governmental immunities including California Government Code sections 810 et seq.

9. **Insurance.** It is understood and agreed that County and District will maintain insurance policies or self-insurance programs to fund their respective liabilities. Evidence of Insurance, e.g., Certificates of Insurance or other similar documentation, shall not be required of either Party under this Agreement.

10. **Further Assurances.** From time to time and at any time after the execution and delivery of this Agreement, each of the Parties, at its own expense, shall execute, acknowledge and deliver any further instruments, documents and other assurances reasonably requested by the other Party, and shall take any other action consistent with the terms of this Agreement that may reasonably be requested by the other Party, to evidence or carry out the intent of this Agreement.

11. **Term.** The term of this Agreement shall be in perpetuity.

12. **Termination.** Violation of any term of this Agreement shall be cause for termination of the Agreement, and in such an event, each Party shall have all remedies available at law or equity to enforce that Party's right to unimpeded use of the Area of Common Use and the Parties' Easements.

13. **Relationship of Parties.** Neither Party hereto is, nor shall it become or be deemed to be, a partner or a joint venture with the other by reason of the provisions of this Agreement, nor shall this Agreement be construed to authorize either Party to act as the agent for the other; and each of the Parties hereby affirms and acknowledges that neither Party is an officer of the other. Nothing contained in this Agreement shall be deemed to create any contractual relationship between the Parties hereto with any third parties.

14. **Entire Agreement.** This Agreement and items incorporated herein contain all of the agreements of the Parties with respect to the matters contained herein, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose.

15. **Amendments.** No provisions of this Agreement may be amended or modified in any manner whatsoever except by an agreement in writing duly authorized and signed by representatives of both Parties.

16. **Successors.** The terms, covenants, and conditions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, and administrators of the respective Parties.

17. **Assignment.** Neither Party hereto shall assign this Agreement, or any interest herein, without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any such attempted assignment in violation of this Agreement shall be null and void.

18. **Governing Law; Venue.** This Agreement and all documents provided for herein and the rights and obligations of the Parties hereto shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of California. Venue for the purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be in Fresno County, California.

19. **Attorney's Fees.** Should any action or proceeding be commenced between the Parties hereto concerning this Agreement, or the rights and duties of any Party in relation thereto, the Party prevailing in such action or proceeding shall be entitled, in addition to such other relief as may be granted, to recover from the losing Party a reasonable sum for its attorneys', paralegals', and costs incurred in connection with such action or proceeding.

20. **Severability.** If any term or provision of this Agreement is, to any extent, held invalid or unenforceable, the remainder of this Agreement shall not be affected.

21. **Headings.** The subject headings of the sections of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of the provisions herein.

22. **Binding Effect.** This Agreement shall "run with the land" and be binding upon and inure to the benefit of the successors and assigns of the Parties hereto.

23. **Counterparts.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

DATE: 1/26/2021

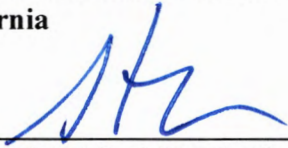
DATE: 12/17/2020

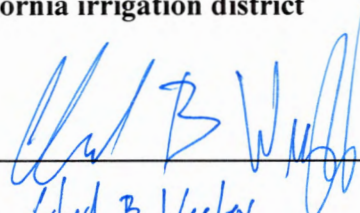
**COUNTY**

**DISTRICT**

**COUNTY OF FRESNO,**  
a political subdivision of the State of  
California


**ALTA IRRIGATION DISTRICT,**  
a California irrigation district

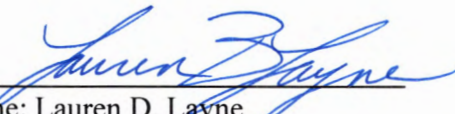
By:   
STEVE BRANDAU, Chairman  
of the Board of Supervisors of  
the County of Fresno

By:   
Name: Chad B. Wesley  
Title: General Manager

**ATTEST:**  
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

**APPROVED AS TO FORM:**

BY:   
Deputy

By:   
Name: Lauren D. Layne  
Firm: Baker Manock & Jensen, PC  
Title: Attorneys for the District

## ACKNOWLEDGMENT

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 Fresno

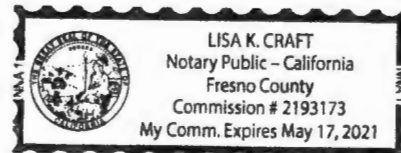
On January 26, 2021 before me, Lisa K. Craft, Notary Public  
(insert name and title of the officer)

personally appeared Steve Brandon  
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 Lisa K. Craft (Seal)



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 Fresno )

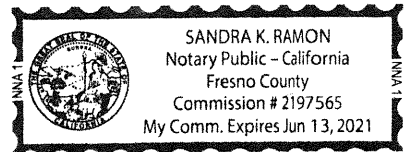
On December 22, 2020, before me, Sandra K. Ramon, a Notary Public, personally appeared Lauren Diane Layne, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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

Sandra K. Ramon





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.

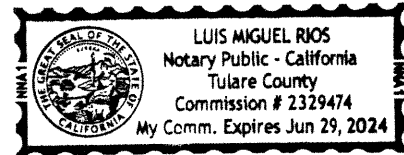
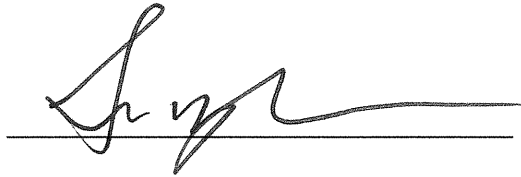
State of California )  
County of Fresno )

On December 17, 2020, before me, Luis Miguel Rios, a Notary Public, personally appeared Chad B. Wegley, 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



## ACKNOWLEDGMENT

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 Tulare )

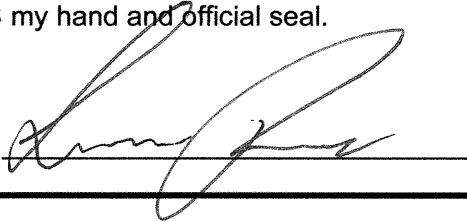
On December 17, 2020 before me, Luis Miguel Rios, Notary Public  
(insert name and title of the officer)

personally appeared Chad B. Wegley,  
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.

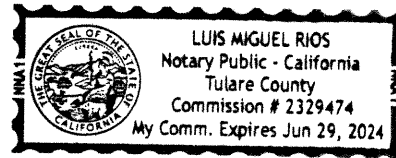
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



**EXHIBIT “A”**  
Depiction of County Easements

**HBP – Travers Creek Bridge on  
Lincoln Avenue**

**Parcel 1  
Portion of APN 373-260-27**

**Exhibit A**

That portion of Lot 80 of Mount Campbell Colony, according to the map thereof recorded in Book 2, Page 28 of Record of Surveys, Fresno County Records, in Section 5, Township 15 South, Range 24 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, described as follows:

BEGINNING at a point at the most Southeasterly corner of Lot 80, said point being the TRUE POINT OF BEGINNING; thence,

- 1) Parallel with the North line of the Northeast Quarter of Section 8, South 90°00'00" West a distance of 173.80 feet; thence,
- 2) North 73°23'48" East, a distance of 31.99 feet; thence,
- 3) Parallel with the North line of the Northeast Quarter of Section 8, South 90°00'00" East, a distance of 15.75 feet; thence,
- 4) North 89°43'53" East, a distance of 63.86 feet; thence,
- 5) North 64°31'20" East, a distance of 48.44 feet; thence,
- 6) North 24°41'24" East, a distance of 37.97 feet; thence,
- 7) South 70°56'42" East, a distance of 22.17 feet to the East line of said Lot 80; thence,
- 8) Along said East line, South 16°28'18" West, a distance of 60.01 feet to the TRUE POINT OF BEGINNING

Containing **0.075** acres of land, more or less

For the purposes of this description it is assumed that the South line of said Lot 80 is 20.00 feet North of and parallel with the North line of the Northeast Quarter of Section 8.



LEGEND



RIGHT OF WAY  
ACQUISITION TO  
COUNTY OF FRESNO

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

EXHIBIT B  
PARCEL 1

MOUNT CAMPBELL COLONY  
RECORDED JULY 30, 1902  
BOOK 2, PAGE 28 RECORD OF SURVEYS  
FRESNO COUNTY RECORDS

373-260-27  
RONALD ROBINSON AND  
KATHY A. ROBINSON



S 70°56'42" E  
22.17'

N 24°41'24" E  
37.97'

N 64°31'20" E  
48.44'

N 89°43'53" E  
63.86'

S 90°00'00" E  
15.75'

N 73°23'48" E  
31.99'

S 90°00'00" W, 173.80'

S 16°28'18" W  
60.01'

LOT 80 TRAVERS CREEK  
LOT 81



R/W

R/W

20'

20'

20'

20'

R/W

R/W

E. LINCOLN AVE.

N 1/4 COR.  
SEC. 8-15/24

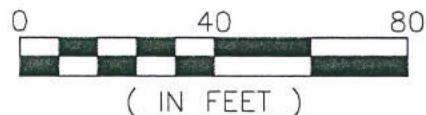
SECTION LINE  
N 90°00'00" E, 2730.03'

MOST SOUTHEASTERLY COR. LOT 80  
P.O.B.

NW COR.  
SEC. 9-15/24



NAME:	DATE:
DRAWN: J.D.	11/13/17
CHECKED: G.M.	11/15/17
REVISION: XX	00/00/00



DEPARTMENT OF PUBLIC WORKS AND PLANNING

BRIDGE REPLACEMENT  
TRAVERS CREEK BRIDGE ON LINCOLN AVENUE  
RIGHT-OF-WAY MAP

PROJECT NO. I11308

SHEET NO. 1



HBP – Travers Creek Bridge on  
Lincoln Avenue

Parcel 2  
Portion of APN 373-260-26

Exhibit A

That portion of Lot 81 of Mount Campbell Colony, according to the map thereof recorded in Book 2, Page 28 of Record of Surveys, Fresno County Records, in Section 5, Township 15 South, Range 24 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, described as follows:

COMMENCING at a point at the most Southwesterly corner of Lot 81; thence, North 16°28'18" East, a distance of 10.43 feet to a point on the West line of said Lot 81, said point being the TRUE POINT OF BEGINNING; thence,

- 1) Continuing along said West line of Lot 81, North 16°28'18" East a distance of 49.58 feet; thence,
- 2) Leaving said West line of Lot 81, South 70°56'42" East, a distance of 32.02 feet; thence,
- 3) South 21°59'19" West, a distance of 22.82 feet; thence,
- 4) South 65°06'01" East, a distance of 37.83 feet; thence,
- 5) Parallel with the North line of the Northeast Quarter of Section 8, South 90°00'00" West, a distance of 70.09 feet to the TRUE POINT OF BEGINNING

Containing 0.038 acres of land, more or less

For the purposes of this description it is assumed that the South line of said Lot 81 is 20.00 feet North of and parallel with the North line of the Northeast Quarter of Section 8.



**LEGEND**



RIGHT OF WAY  
ACQUISITION TO  
COUNTY OF FRESNO

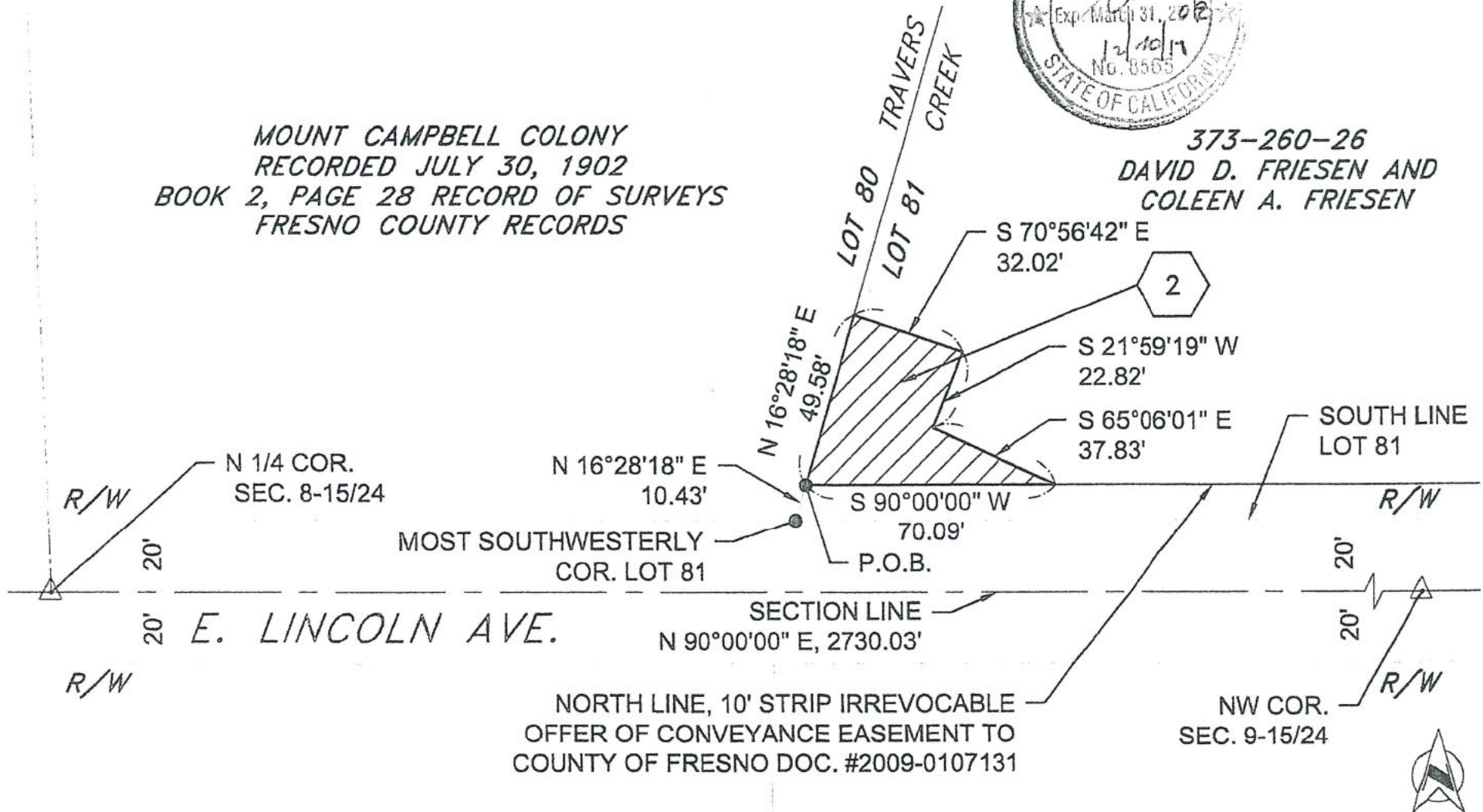
T. 15 S., R. 24 E., M.D.B. & M.


EXHIBIT B  
PARCEL 2



MOUNT CAMPBELL COLONY  
RECORDED JULY 30, 1902  
BOOK 2, PAGE 28 RECORD OF SURVEYS  
FRESNO COUNTY RECORDS

373-260-26  
DAVID D. FRIESEN AND  
COLEEN A. FRIESEN



NAME:	DATE:	 <p>( IN FEET )</p>		DEPARTMENT OF PUBLIC WORKS AND PLANNING	
DRAWN: J.D.	11/13/17			BRIDGE REPLACEMENT	
CHECKED: G.M.	11/15/17			TRAVERS CREEK BRIDGE ON LINCOLN AVENUE	
REVISION: XX	00/00/00			RIGHT-OF-WAY MAP	
				PROJECT NO. I11308	SHEET NO. 1



HBP – Travers Creek Bridge on  
Lincoln Avenue

Parcel 3  
Portion of APN 373-310-34

Exhibit A

That portion of Lot 87 of Mount Campbell Colony, according to the map thereof recorded in Book 2, Page 28 of Record of Surveys, Fresno County Records, in Section 8, Township 15 South, Range 24 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, described as follows:

BEGINNING at a point at the Northwest corner of Lot 87, said point being the TRUE POINT OF BEGINNING; thence,

- 1) Along the North line of said Lot 87, North 90°00'00" East a distance of 179.65 feet; thence,
- 2) Leaving said North line of Lot 87, South 83°22'53" West, a distance of 130.14 feet; thence,
- 3) Parallel with the North line of the Northeast Quarter of Section 8, North 90°00'00" West, a distance of 21.65 feet; thence,
- 4) South 03°21'33" East, a distance of 45.35 feet; thence,
- 5) South 86°29'01" West, a distance of 32.77 feet to the West line of said Lot 87; thence,
- 6) Along said West line of Lot 87, North 01°13'18" East, a distance of 62.29 feet to the TRUE POINT OF BEGINNING

Containing 0.072 acres of land, more or less

For the purposes of this description it is assumed that the North line of said Lot 87 is 20.00 feet South of and parallel with the North line of the Northeast Quarter of Section 8.





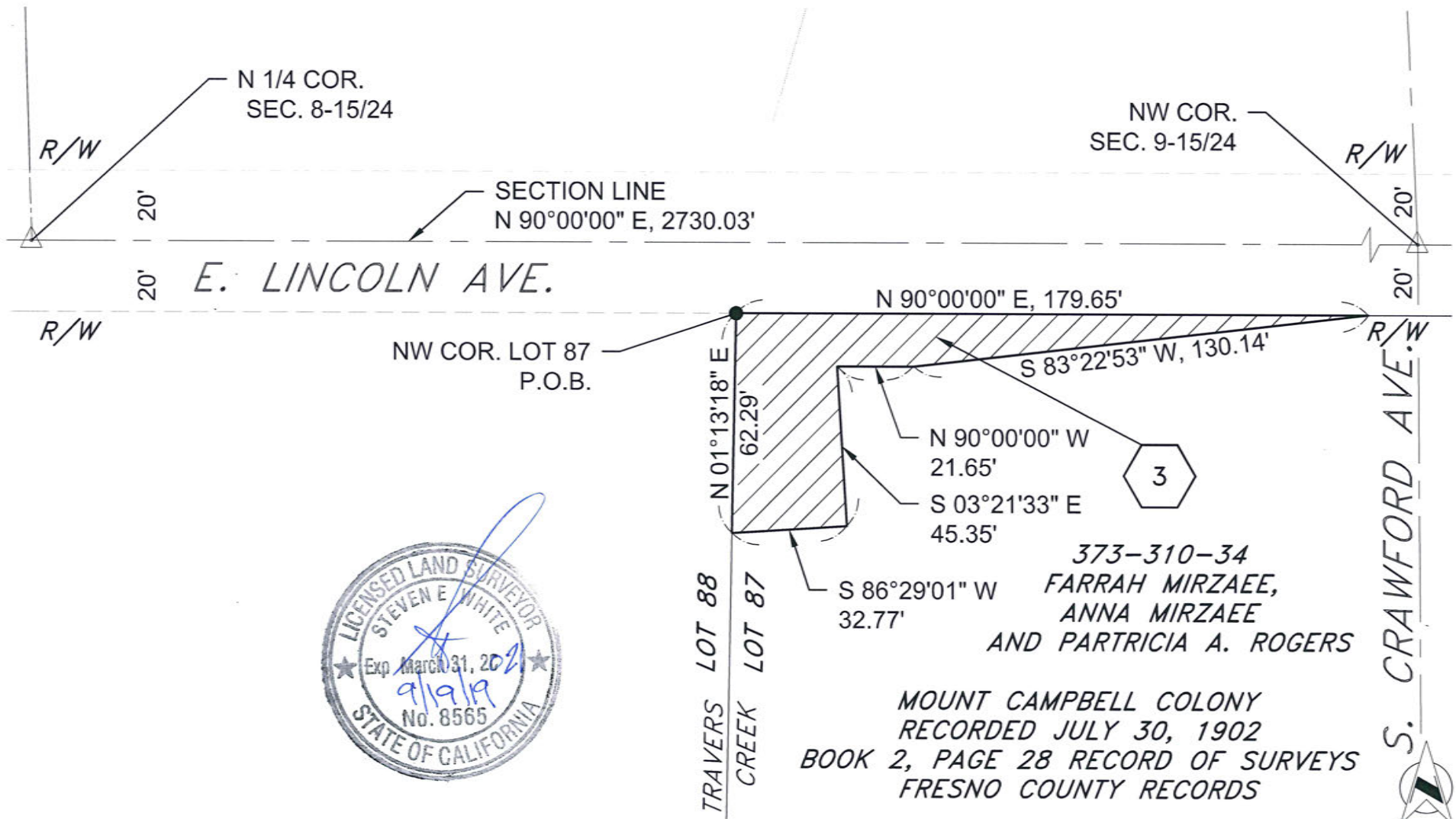
LEGEND



RIGHT OF WAY  
ACQUISITION TO  
COUNTY OF FRESNO

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

EXHIBIT B  
PARCEL 3



NAME:

DATE:

DRAWN: J.D.

11/13/17

CHECKED: G.M.

11/15/17

REVISION: M.R.

09/18/19



DEPARTMENT OF PUBLIC WORKS AND PLANNING

BRIDGE REPLACEMENT  
TRAVERS CREEK BRIDGE ON LINCOLN AVENUE  
RIGHT-OF-WAY MAP

PROJECT NO. 111308

SHEET NO. 1

**HBP – Travers Creek Bridge on  
Lincoln Avenue**

**Parcel 4  
Portion of APN 373-310-18**

**Exhibit A**

That portion of Lot 88 of Mount Campbell Colony, according to the map thereof recorded in Book 2, Page 28 of Record of Surveys, Fresno County Records, in Section 8, Township 15 South, Range 24 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, described as follows:

BEGINNING at a point at the Northeast corner of Lot 88, said point being the TRUE POINT OF BEGINNING; thence,

- 1) Along the North line of said Lot 88, South 90°00'00" West a distance of 157.29 feet; thence,
- 2) Leaving said North line of Lot 88, South 00°00'00" West, a distance of 16.06 feet; thence,
- 3) South 83°54'53" East, a distance of 120.04 feet; thence,
- 4) South 09°13'53" East, a distance of 35.86 feet; thence,
- 5) North 86°29'01" East, a distance of 30.90 feet to the East line of said Lot 88; thence,
- 6) Along said East line of Lot 88, North 01°13'18" East, a distance of 62.29 feet to the TRUE POINT OF BEGINNING

Containing 0.113 acres of land, more or less

For the purposes of this description it is assumed that the North line of said Lot 88 is 20.00 feet South of and parallel with the North line of the Northeast Quarter of Section 8.





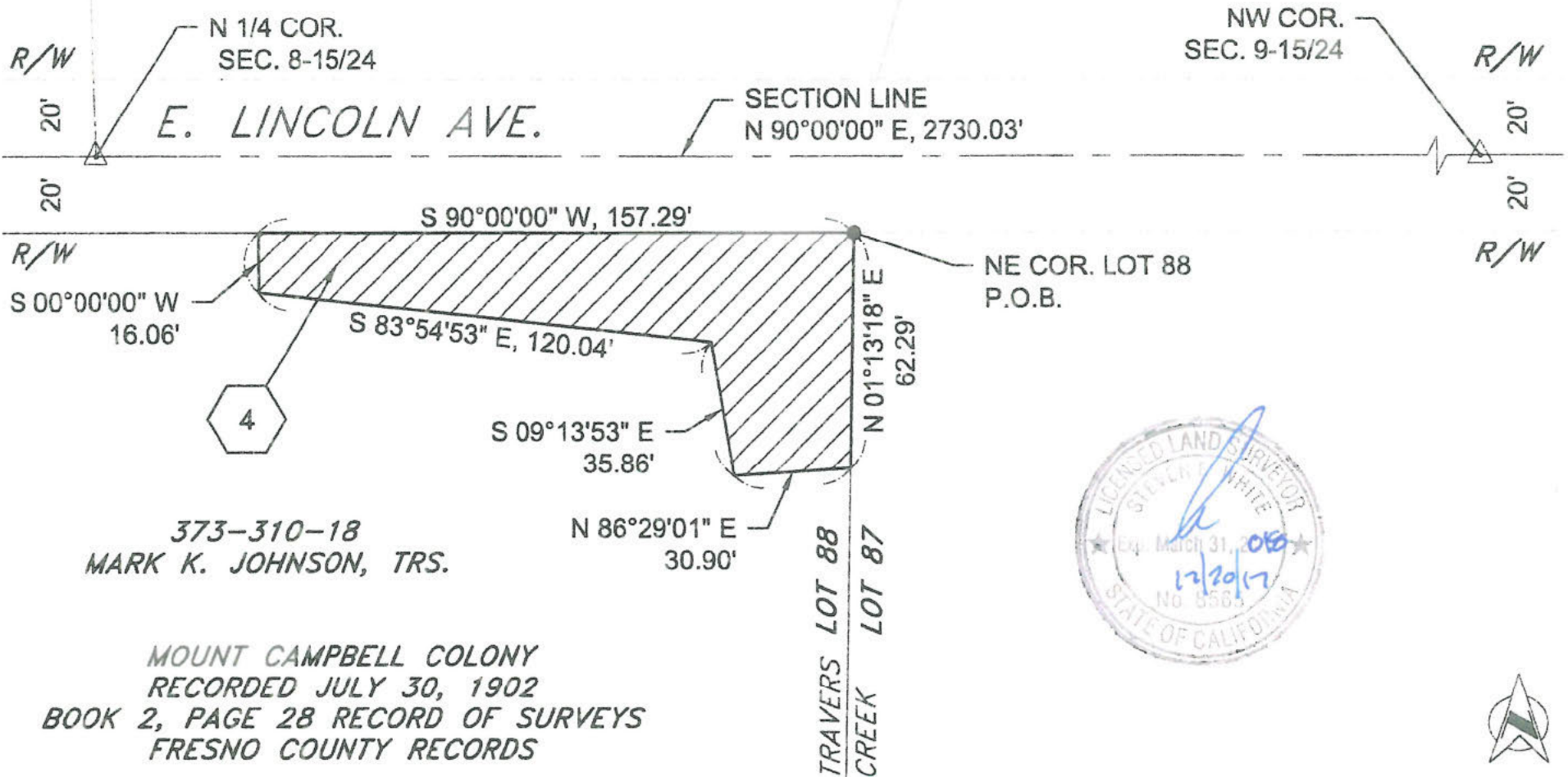
**LEGEND**



RIGHT OF WAY  
ACQUISITION TO  
COUNTY OF FRESNO

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

EXHIBIT B  
PARCEL 4



NAME:	DATE:	<p>( IN FEET )</p>		DEPARTMENT OF PUBLIC WORKS AND PLANNING	
DRAWN: J.D.	11/13/17			BRIDGE REPLACEMENT	
CHECKED: G.M.	11/15/17			TRAVERS CREEK BRIDGE ON LINCOLN AVENUE	
REVISION: XX	00/00/00			RIGHT-OF-WAY MAP	
				PROJECT NO. I11308	SHEET NO. 1

**EXHIBIT “B”**  
**Area of Common Use**

### LEGEND

LINE TABLE		
LINE	DIRECTION	LENGTH
A	N64° 31' 20"E	27.75'
B	N9° 28' 49"E	18.60'
C	N90° 00' 00"E	47.91'
D	S90° 00' 00"W	50.02'
E	S0° 00' 00"W	9.32'
F	S65° 06' 01"E	15.71'
G	S90° 00' 00"W	47.62'
H	S4° 54' 39"W	27.60'
I	S83° 54' 53"E	12.13'
J	S0° 00' 00"W	15.00'
K	N90° 00' 00"E	50.38'

THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 8,  
TOWNSHIP 15 SOUTH, RANGE 24 EAST, MOUNTAIN DIABLO BASELINE  
AND MERIDIAN, WAS TAKEN TO BEAR N90°00'00"E.



DEPARTMENT OF PUBLIC WORKS & PLANNING

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*AREA OF COMMON USE MAP*

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Drawing No. \_\_\_\_\_ Sheet No. 1 Total 1