

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Paloma Development Co, Inc.
Attention: John Harvey May
222 N. Garden Street, Suite 200
Visalia, CA. 93291

(SPACE ABOVE FOR RECORDER'S USE ONLY)

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT (“REA”) made as of this ____ day of _____, 2020, by and between Paloma Development Co, Inc, a California Corporation (“Paloma”) and the County of Tulare (“County”) with reference to the following facts:

A. Paloma is the owner of certain real property located in the City of Visalia, California, which is described on Exhibit “A” hereto ("Paloma Parcels"), and County is the owner of certain real property located in the City of Visalia, California, which is described on Exhibit “B” hereto ("County Parcels").

B. The area containing the Paloma Parcels is generally contiguous with the area containing the County Parcels.

C. The parties desire that this REA be recorded in the Official Records of Tulare County, California, all for the mutual benefit of the parties hereto and their respective successors and assigns.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, the parties agree as follows:

**ARTICLE I.
DEFINITIONS**

For purposes of this REA, the following terms shall, unless otherwise indicated, have the following meanings and the use of the singular shall include the plural:

1.1 Driveway Easement Area or Driveway Easement Areas. That area of the Paloma Parcels described in Exhibit “C” hereto and that area of the County Parcels described in Exhibit “D” hereto or both of them, as the context requires, and which are labeled “Driveway

Easement Area.”

1.2 Drainage Easement Area or Drainage Easement Areas. That area of the Paloma Parcels described in Exhibit “C” hereto and that area of the County Parcels described in Exhibit “D” hereto or both of them, as the context requires, and which are labeled “Drainage Easement Area.”

1.3 Mortgage. Any mortgage or deed of trust encumbering any Parcel.

1.4 Mortgagee. The holder or beneficiary, as applicable, of any Mortgage.

1.5 Occupant. Any Person from time to time entitled to the use and occupancy of any portion of a building on a Parcel under an ownership right or any lease, sublease, license, concession, or similar agreement.

1.6 Owner. Paloma or County as the context requires.

1.7 Parcel or Parcels. The Paloma Parcels and the County Parcels, or any of them.

1.8 Permittee. All Occupants and the officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees, licensees, subtenants, and concessionaires of Occupants insofar as their activities relate to the intended use of a Parcel.

1.9 Person. An individual, partnership, firm, association, corporation, limited liability company, or other form of entity.

ARTICLE II. RECIPROCAL EASEMENTS

2.1 Grant and Declaration of Reciprocal Easement.

(a) Easements. Each Owner hereby reserves to itself and grants to the other Owner for the benefit of the other Owner and for the benefit of each Owner's Parcels, and appurtenant to each of the Parcels, perpetual, mutual, reciprocal and non-exclusive easements in, on and over, and rights to use, the Driveway Easement Areas and Drainage Easement Areas located on each Owner's Parcels for the purpose of ingress, egress, access, and vehicular traffic and for drainage of water and storm water (collectively, sometimes, “the Easements” or, individually, “the Easement”).

(b) Use. Each Owner shall have the right to lay, construct, maintain, operate, and repair each Easement to be used by Owner for the purposes described herein at Owner's sole cost and expense.

(c) No Other Easements. Each Owner acknowledges and agrees that, except as expressly provided in Section 2.1(a), no other easements for ingress, egress, utility service, parking, drainage, or any other purpose shall be deemed to have been granted or created by this REA.

ARTICLE III.
MAINTENANCE AND DAMAGE

3.1 Easement Area Maintenance.

The Owner of a Parcel shall maintain and repair the Driveway Easement Areas and Drainage Easement Areas located on each Owner's Parcels at its sole cost and expense except as otherwise specifically described herein. The failure of an Owner to perform its maintenance obligations regarding the Driveway Easement Areas shall be a default under this REA.

3.2 Damage. If any part of the Driveway Easement Areas or Drainage Easement Areas is damaged or destroyed by any Owner other than the Owner of the Parcel containing the damaged or destroyed easement, or by such Owner's employees, agents, contractors, Occupants or Permittees during the term of this REA, then, notwithstanding anything to the contrary contained herein, such Owner shall repair and restore the Driveway Easement Area and Drainage Easement Area at its sole cost and expense.

ARTICLE IV.
TAXES

4.1 Each Owner shall pay or cause to be paid all real property taxes and other assessments levied against its Parcel and the buildings and other improvements therein (herein called "Taxes"). Each Owner may contest at its own expense the existence, amount or validity of the Taxes levied upon its Parcel by appropriate proceedings.

ARTICLE V.
INSURANCE AND INDEMNITY

5.1 General Liability Insurance and Common Area Casualty Insurance.

5.1.1 Paloma shall maintain or cause to be maintained in full force and effect commercial general liability insurance covering its Parcel(s) (including that portion of such Parcels located within the Driveway Easement Area or Drainage Easement Area) with a combined single limit of liability of not less than One Million Dollars (\$1,000,000.00) for bodily injury and property damage, with a commercially reasonable deductible. The liability insurance to be carried shall name the other County and its officers, partners, agents, and representatives as additional insureds to the extent that such policy covers or applies to the Driveway Easement Areas or Drainage Easement Areas. All policies of insurance shall be provided by insurance carriers with a Best rating of not less than B+VI.

5.1.2 Lessor acknowledges and agrees that County is a self-insured entity, and waives any requirement that County procure and/or maintain insurance of any kind, including liability and/or fire/extended coverage insurance.

5.2 Indemnity. Except to the extent covered by insurance required to be carried by this Agreement, each Owner ("Indemnitor") covenants and agrees to defend, protect, indemnify and hold

harmless the other Owner (and its respective officers, partners, agents, representatives, employees and Occupants) (collectively, "Indemnites") from and against all claims, including any action or proceedings brought thereon, and all costs, losses, expenses and liabilities (including reasonable attorney's fees and cost of suit) arising from or as a result of the injury to or death of any Person, or damage to the property of any Person located on the Parcels owned by each Indemnitor, except to the extent arising from the negligence or willful act or omission of such Indemnitee.

5.3 Waiver of Right of Recovery and Subrogation. To the extent that insurance proceeds are actually received in satisfaction of a loss which is required to be covered by insurance, each Owner hereby waives any and all rights of recovery against the other Owner for any loss or damage to the buildings, structures and improvements located on its respective Parcels or the contents contained therein, for loss of income on account of fire or other casualty, and each Owner's policies of insurance shall contain appropriate provisions recognizing this mutual release and waiving all rights of subrogation by the respective insurance carriers.

5.4 Evidence of Insurance. Paloma shall cause to be issued to County in lieu of the original policy, a duplicate of such policy or appropriate certificates of insurance reasonably acceptable to County and evidencing compliance with the applicable provisions of this Article V. Such certificate shall provide that no expiration, cancellation or material change in the insurance evidenced thereby shall be effective unless thirty (30) days' unconditional notice of such expiration, cancellation or material change shall have been given to the certificate-holder.

ARTICLE VI. **MORTGAGES SUBORDINATE TO REA**

6.1 Subject to the terms of this REA, any Mortgage affecting a Parcel or any portion thereof shall at all times be subject and subordinate to the terms of this REA and any Person foreclosing any such Mortgage or acquiring title by reason of a deed in lieu of foreclosure shall acquire title to the Parcel affected thereby subject to all of the terms of this REA.

ARTICLE VII. **REMEDIES**

7.1 Default of Owner. An Owner shall be deemed to be in default under this REA (the "Defaulting Party") upon occurrence of any one or more of the following events: (a) the failure of the Defaulting Party to make any payment required to be made hereunder within five (5) days of written notice from the other Owner (the "Non-Defaulting Party") or Mortgagee that such payment has not been made; or (b) the failure of the Defaulting Party to observe or perform any of the express or implied covenants or provisions of this REA to be observed or performed by the Defaulting Party, other than as specified in Subsection (a) of this Section 7.1, where such failure shall continue for a period of thirty (30) days after written notice thereof from a Non-Defaulting Party or Mortgagee to the Defaulting Party, provided however that if the nature of the default is such that it may be cured, but more than thirty (30) days are reasonably required for its cure, then the Defaulting Party shall not be deemed to be in default if the Defaulting Party shall commence such cure within the thirty (30) day period and thereafter diligently prosecute such cure to completion.

7.2 Right to Cure Defaults. In the event of a default, a Non-Defaulting Party or

Mortgagee shall have the right, but not the obligation, to cure the default if the Defaulting Party fails to do so pursuant to Paragraph 7.1. Notwithstanding the requirements of Paragraph 7.1, in the event of an emergency which threatens the health or safety or property of any Person, the notice otherwise required in Paragraph 7.1 shall not be required prior to a Non-Defaulting Party or Mortgagee curing such default and a Non-Defaulting Party or Mortgagee may proceed to cure the default without having given any such notice, but the Non-Defaulting Party or Mortgagee shall make reasonable attempts to contact the Defaulting Party prior to or during the course of such cure. In exercising its rights hereunder, the Non-Defaulting Party and Mortgagee shall have the right to enter upon the Driveway Easement Area or Drainage Easement Area of the Defaulting Party to perform any necessary work or furnish any necessary materials or services to cure the default of the Defaulting Party (and such entry shall not be deemed to be an act of trespass). Any costs incurred by the Non-Defaulting Party or Mortgagee in curing the Defaulting Party's default shall be reimbursed by the Defaulting Party within thirty (30) days (or such shorter time frame as is herein specified) of presentation of an invoice therefor. Interest shall accrue on such costs from the date incurred by a Non-Defaulting Party or Mortgagee to the date paid at the rate of 6% per annum.

7.3 Other Remedies. In addition to the foregoing, a Non-Defaulting Party or Mortgagee may institute an action against the Defaulting Party for specific performance, declaratory or injunctive relief, damages or any other remedy available at law or in equity, except as otherwise specifically waived under this REA. The rights and remedies provided in this Article VII and the enforcement thereof as herein provided shall be in addition to and not in substitution for or exclusion of any other rights and remedies which a Non-Defaulting Party or Mortgagee may have under this REA or at law, in equity or otherwise.

ARTICLE VIII. MISCELLANEOUS

8.1 Obligations of Agreement. Except as otherwise herein provided, each and every covenant, undertaking, condition, easement, right, privilege and restriction under this REA (herein referred to as "REA Obligations") made, granted or assumed, as the case may be, by any Owner to this REA, is made by each Owner for the personal benefit of the other Owner and its Parcel and its Mortgagees (if any), and shall be an equitable servitude on that Parcel appurtenant to or for the benefit of the other Parcels. Every REA Obligation shall run with the land, and shall be binding upon the Parcel and the Owner thereof, and its successors, assigns, Mortgagees and Occupants and shall inure to the benefit of all other Owners to this REA and to their respective successors, assigns, Mortgagees and Occupants.

8.2 No Waiver. No delay or omission of any Owner in the exercise of any right accruing upon any default shall impair any such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of the default. A waiver by any Owner of a default shall not be construed to be a waiver of any subsequent default of the same or any other provision of this REA or a waiver by any other Owner. Except as otherwise specifically provided in this REA, no remedy provided in this REA shall be exclusive, but each shall be cumulative with all other remedies provided in this REA, at law, in equity or otherwise.

8.3 No Termination For Breach. It is expressly agreed that no breach or default, whether

or not material, of the provisions of this REA shall entitle any Owner to cancel, rescind or otherwise terminate this REA, but such limitation shall not affect, in any manner, any other rights or remedies which any Owner may have hereunder by reason of any breach of the provisions of this REA.

8.4 No Dedication to Public. Nothing contained in this REA shall be deemed to be a gift or dedication of any portion of a Parcel to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto that this REA is for the exclusive benefit of the Owners and their respective Mortgagees to the extent of any rights expressly granted to such Mortgagees. Notwithstanding the foregoing, any Owner may extend the rights or benefits created by this REA to each of its Permittees; however, nothing in this REA shall be construed to constitute any person (other than the Owners and their respective Mortgagees to the extent of any rights expressly granted to such Mortgagees) as a third-party beneficiary, and any rights or benefits granted to Permittees may be enforced only by the Owner granting such rights or benefits to such Permittee.

8.5 Amendment, Modification or Termination. This REA may be amended only by a written agreement signed by all of the then current Owners and the Mortgagees (whose execution shall not be unreasonably denied) and shall be effective only when recorded in Tulare County, California.

8.6 Integration; Severability. This REA embodies the entire agreement and understanding between the parties hereto with regard to the subject matter hereof and supersedes all prior agreements and understandings with respect thereto. In case any one or more of the obligations of the parties under this REA is held invalid, the validity, legality and enforceability of the remaining obligations of the parties shall not in any way be affected or impaired thereby.

8.7 Estoppel Certificate. At any time, and from time to time, within thirty (30) days after notice or request by an Owner or Mortgagee, the other Owners, at no cost to the requesting Owner or Mortgagee, shall execute and deliver to such requesting Owner or Mortgagee a statement certifying that (a) this REA is unmodified and in full force and effect (or if there have been modifications, certifying that this REA is in full force and effect as modified in the manner specified in such statement), and (b) there exists no default under this REA other than as specified therein.

8.8 Governing Law. This REA shall be construed in accordance with the laws of the State of California.

8.9 Headings. The article and section headings in this REA are for convenience only, shall in no way define or limit the scope or content of this REA and shall not be considered in any construction or interpretation of this REA or any part thereof.

8.10 No Partnership. Nothing in this REA shall be construed to make the Owners partners or joint venturers or render any of said Owners liable for the debts or obligations of the others.

8.11 Authority. Each Owner hereby represents to the other that, by its respective signature below, no other consents or approvals are necessary or required to be obtained in order for Owner to execute this agreement and for same to be binding on Owner or for the persons signing on behalf of Owner to do so.

8.12 Construction. Notwithstanding any custom, rule of interpretation or construction, or otherwise, neither this REA, nor any portion hereof, shall be construed more strongly against any party who prepared it.

8.13 Counterparts. This REA may be executed in one or more counterparts and as so executed shall constitute a single instrument.

8.14 Incorporation. All exhibits attached hereto are hereby incorporated herein by this reference.

8.15 Notice. All notices provided hereunder shall be in writing and shall be deemed served when personally delivered to the party to be noticed or when delivered by overnight carrier as reflected in the carriers records or when sent by confirmed facsimile transmission or when sent by electronic mail ("email") or when sent by registered mail, return receipt requested with the date of signing the return receipt (or refusal to sign) as the date of service. Service shall be to the following addresses: Paloma, Harvey May, 222 N. Garden St., Suite 200, Visalia, CA. 93291, fax-559-713-0784, Email – hmay@palomadev.com; and to county, Daniel M. Richardson, 2637 W. Burrel Ave., Ste. 200, Visalia, CA. 93291-4544, Fax 559-624-1022, Email DRichardson1@co.tulare.ca.us. Any party may change its contact information by providing notice of same in the manner herein described.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK. SIGNATURES ON NEXT PAGE]

IN WITNESS THEREOF, the Parties have executed this Lease by the respective duly authorized officers of the undersigned as of the date first written above.

LESSOR

COUNTY OF TULARE

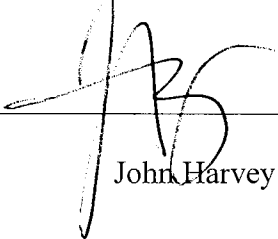
Date: _____

By: _____
Chairman, Board of Supervisors

LESSEE

PALOMA DEVELOPMENT CO., INC.

Date: 3/10/20

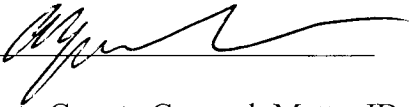
By:  _____
John Harvey May, CEO/CFO

[Note: Corporations Code §313 requires that contracts with a corporation shall be signed by the (1) chairman of the Board, the president or any vice-president and (2) the secretary, any assistant, the chief financial officer, or any assistant treasurer; unless the contract is also accompanied by a certified copy of the Board of Directors resolution authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section §17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the article of organization stating that the LLC is managed by only one manager]

ATTEST: JASON T. BRITT
County Administrative Officer/
Clerk of the Board of Supervisors]

By:
Deputy Clerk

Approved as to form:
County Counsel


By: _____
Deputy County Counsel, Matter ID 20171886

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 _____)

On _____ before me, _____,

Date

Here Insert Name and Title of the Officer

personally appeared _____

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 Document

Title or Type of Document: _____

Document Date: 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: _____

EXHIBIT "A"

[DESCRIPTION OF PALOMA PARCELS]

PARCEL 1

That portion of Parcel No. 1 of Parcel Map No. 4404 in the City of Visalia, County of Tulare, State of California, according to the map thereof recorded August 26, 1999 in Book 45 of Parcel Maps at Page 9, Tulare County records, described as follows:

COMMENCING at the Northeast corner of the West 125.89 feet of said Parcel 1; thence South 89°53'35" East, along the North line of said Parcel 1, a distance of 133.17 feet to the

TRUE POINT OF BEGINNING;

Thence South 00°06'25" West, a distance of 63.48 feet; thence North 89°53'35" West, a distance of 4.83 feet; thence South 00°06'25" West, a distance of 31.52 feet to a point being 95.00 feet South of the North line of said Parcel 1; thence South 89°53'35" East, parallel with and 95.00 feet South of the North line of said Parcel 1, a distance of 159.73 feet to a point being 413.80 feet East of the West line of said Parcel 1; thence South 00°00'42" West, parallel with and 413.80 feet East of the West line of said Parcel 1, a distance of 63.00 feet to a point being 158.00 feet South of the North line of said Parcel 1; thence South 89°53'35" East, parallel with and 158.00 feet South of the North line of said Parcel 1, a distance of 54.54 feet to a point on the East line of said Parcel 1; thence North 00°12'16" West, along the East line of said Parcel 1, a distance of 75.59 feet; thence North 00°00'46" East, continuing along the East line of said Parcel 1, a distance of 82.41 feet to the Northeast corner of said Parcel 1; thence North 89°53'35" West, along the North line of said Parcel 1, a distance of 209.00 feet to the **TRUE POINT OF BEGINNING.**

PARCEL 2

That portion of Parcel No. 1 of Parcel Map No. 4404 in the City of Visalia, County of Tulare, State of California, according to the map thereof recorded August 26, 1999 in Book 45 of Parcel Maps at Page 9, Tulare County records, described as follows:

COMMENCING at the Northeast corner of the West 125.89 feet of said Parcel 1; thence South 89°53'35" East, along the North line of said Parcel 1, a distance of 133.17 feet; thence South 00°06'25" West, a distance of 63.48 feet; thence North 89°53'35" West, a distance of 4.83 feet; thence South 00°06'25" West, a distance of 31.52 feet; thence South 89°53'35" East, a distance of 30.61 feet to the **TRUE POINT OF BEGINNING;**

Thence South 00°06'25" West, a distance of 31.50 feet; thence North 89°53'35" West, a distance of 9.00 feet; thence South 00°06'25" West, a distance of 31.50 feet; thence North 89°53'35" West, a distance of 61.50 feet; thence South 00°06'25" West, a distance of 129.58 feet to a point on the South line of said Parcel 1; thence South 89°53'35" East, along the South line of said Parcel 1, a distance of 254.97 feet to the Southeast corner of said Parcel 1; thence North 00°12'16" West, along the East line of said Parcel 1, a distance of 129.58 feet to a point being 158.00 feet South of the North line of said Parcel 1; thence North 89°53'35" West, parallel with and 158.00 feet South of the North line of said Parcel 1, a distance of 54.54 feet to a point being 413.80 feet East of the West line of said Parcel 1; thence North 00°00'42" East, parallel with and 413.80 feet East of the West line of said Parcel 1, a distance of 63.00 feet to a point

being 95.00 feet South of the North line of said Parcel 1; thence North 89°53'35" West, parallel with and 95.00 feet South of the North line of said Parcel 1, a distance of 129.12 feet to the **TRUE POINT OF BEGINNING**.

PARCEL 3

That portion of Parcel No. 1 of Parcel Map No. 4404 in the City of Visalia, County of Tulare, State of California, according to the map thereof recorded August 26, 1999 in Book 45 of Parcel Maps at Page 9, Tulare County records, described as follows:

BEGINNING at the Northeast corner of the West 125.89 feet of said Parcel 1; thence South 89°53'35" East, along the North line of said Parcel 1, a distance of 133.17 feet; thence South 00°06'25" West, a distance of 63.48 feet; thence North 89°53'35" West, a distance of 4.83 feet; thence South 00°06'25" West, a distance of 31.52 feet to a point being 95.00 feet South of the North line of said Parcel 1; thence South 89°53'35" East, parallel with and 95.00 feet South of the North line of said Parcel 1, a distance of 30.61 feet; thence South 00°06'25" West, a distance of 31.50 feet; thence North 89°53'35" West, a distance of 9.00 feet; thence South 00°06'25" West, a distance of 31.50 feet; thence North 89°53'35" West, a distance of 61.50 feet; thence South 00°06'25" West, a distance of 129.58 feet to a point on the South line of said Parcel 1; thence North 89°53'35" West, along the South line of said Parcel 1, a distance of 87.97 feet to the Southeast corner of the West 125.89 feet of said Parcel 1; thence North 00°00'42" East, parallel with and 125.89 feet East of the West line of said Parcel 1, a distance of 287.58 feet to the **POINT OF BEGINNING**.

EXHIBIT "B"

[DESCRIPTION OF COUNTY PARCELS]

PARCEL 1

The West 125.89 feet of Parcel No. 1 of Parcel Map No. 4404 in the City of Visalia, County of Tulare, State of California, according to the map thereof recorded August 26, 1999 in Book 45, Page 9 of Parcel Maps, in the Official Records of Tulare County, California.

PARCEL 2

Parcel 2 of Parcel Map No. 4404 recorded August 26, 1999 in Book 45, Page 9 of Parcel Maps, in the Official Records of Tulare County, California.

EXHIBIT "C"

[DESCRIPTION OF PALOMA DRIVEWAY AND DRAINAGE EASEMENTS]

PARCEL 1

That portion of Parcel No. 1 of Parcel Map No. 4404 in the City of Visalia, County of Tulare, State of California, according to the map thereof recorded August 26, 1999 in Book 45 of Parcel Maps at Page 9, Tulare County records, described as follows:

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TRUE POINT OF BEGINNING;

Thence South 00°06'25" West, a distance of 63.48 feet; thence North 89°53'35" West, a distance of 4.83 feet; thence South 00°06'25" West, a distance of 31.52 feet to a point being 95.00 feet South of the North line of said Parcel 1; thence South 89°53'35" East, parallel with and 95.00 feet South of the North line of said Parcel 1, a distance of 159.73 feet to a point being 413.80 feet East of the West line of said Parcel 1; thence South 00°00'42" West, parallel with and 413.80 feet East of the West line of said Parcel 1, a distance of 63.00 feet to a point being 158.00 feet South of the North line of said Parcel 1; thence South 89°53'35" East, parallel with and 158.00 feet South of the North line of said Parcel 1, a distance of 54.54 feet to a point on the East line of said Parcel 1; thence North 00°12'16" West, along the East line of said Parcel 1, a distance of 75.59 feet; thence North 00°00'46" East, continuing along the East line of said Parcel 1, a distance of 82.41 feet to the Northeast corner of said Parcel 1; thence North 89°53'35" West, along the North line of said Parcel 1, a distance of 209.00 feet to the **TRUE POINT OF BEGINNING.**

PARCEL 2

That portion of Parcel No. 1 of Parcel Map No. 4404 in the City of Visalia, County of Tulare, State of California, according to the map thereof recorded August 26, 1999 in Book 45 of Parcel Maps at Page 9, Tulare County records, described as follows:

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Thence South 00°06'25" West, a distance of 31.50 feet; thence North 89°53'35" West, a distance of 9.00 feet; thence South 00°06'25" West, a distance of 31.50 feet; thence North 89°53'35" West, a distance of 61.50 feet; thence South 00°06'25" West, a distance of 129.58 feet to a point on the South line of said Parcel 1; thence South 89°53'35" East, along the South line of said Parcel 1, a distance of 254.97 feet to the Southeast corner of said Parcel 1; thence North 00°12'16" West, along the East line of said Parcel 1, a distance of 129.58 feet to a point being 158.00 feet South of the North line of said Parcel 1; thence North 89°53'35" West, parallel with and 158.00 feet South of the North line of said Parcel 1, a distance of 54.54 feet to a point being 413.80 feet East of the West line of said Parcel 1; thence North 00°00'42" East,

parallel with and 413.80 feet East of the West line of said Parcel 1, a distance of 63.00 feet to a point being 95.00 feet South of the North line of said Parcel 1; thence North 89°53'35" West, parallel with and 95.00 feet South of the North line of said Parcel 1, a distance of 129.12 feet to the **TRUE POINT OF BEGINNING**.

PARCEL 3

That portion of Parcel No. 1 of Parcel Map No. 4404 in the City of Visalia, County of Tulare, State of California, according to the map thereof recorded August 26, 1999 in Book 45 of Parcel Maps at Page 9, Tulare County records, described as follows:

BEGINNING at the Northeast comer of the West 125.89 feet of said Parcel 1; thence South 89°53'35" East, along the North line of said Parcel 1, a distance of 133.17 feet; thence South 00°06'25" West, a distance of 63.48 feet; thence North 89°53'35" West, a distance of 4.83 feet; thence South 00°06'25" West, a distance of 31.52 feet to a point being 95.00 feet South of the North line of said Parcel 1; thence South 89°53'35" East, parallel with and 95.00 feet South of the North line of said Parcel 1, a distance of 30.61 feet; thence South 00°06'25" West, a distance of 31.50 feet; thence North 89°53'35" West, a distance of 9.00 feet; thence South 00°06'25" West, a distance of 31.50 feet; thence North 89°53'35" West, a distance of 61.50 feet; thence South 00°06'25" West, a distance of 129.58 feet to a point on the South line of said Parcel 1; thence North 89°53'35" West, along the South line of said Parcel 1, a distance of 87.97 feet to the Southeast comer of the West 125.89 feet of said Parcel 1; thence North 00°00'42" East, parallel with and 125.89 feet East of the West line of said Parcel 1, a distance of 287.58 feet to the **POINT OF BEGINNING**.

EXHIBIT "D"

[DESCRIPTION OF COUNTY DRIVEWAY AND DRAINAGE EASEMENTS]

PARCEL 1

The West 125.89 feet of Parcel No. 1 of Parcel Map No. 4404 in the City of Visalia, County of Tulare, State of California, according to the map thereof recorded August 26, 1999 in Book 45, Page 9 of Parcel Maps, in the Official Records of Tulare County, California.

PARCEL 2

Parcel 2 of Parcel Map No. 4404 recorded August 26, 1999 in Book 45, Page 9 of Parcel Maps, in the Official Records of Tulare County, California.