



8/18/2020
City Council Meeting

**Handouts received after
agenda posted**

Jennifer Solis
757 Redwood Lane

This year has been a pivotal time for leaders. I wanted to invite you, and any and all leaders, to the Emerging Leader Summit on August 29 from 8:30am to 12:30pm. Here's some wording from the host: If you want to increase your influence, you'll invest in your abilities. Join Pastor Andrew Cromwell and Dr. Frank Damazio as they lead us in a time of sharpening our leadership skills. We are all on some sort of team, be it family, work, or friendships. Let's get better at what God has called us to do: take this generation to the Next Level!

I've attended this local leadership gathering annually, and I can attest: you'll feel on fire, ready to conquer the world, by the time it's over.

[SKIP: Marissa, here is the link to the host's post for those interested...
<https://www.facebook.com/kchanford/photos/a.196536557570/10160311732232571/?type=3>]

Next, In case your are not on Nextdoor.com, I wanted to make you aware of a resident posting their frustration with the water price increase.

This opened up a wide range of residents' complaints. There were over 120 comments, and many were negatively directed at the City Council, The City Manager, and Other City Employees.

I spent time, daily, replying to try to keep up, and to help bring truth to the flurry of misinformation circulating.

These are residents each of you on the City Council represents. They want to be heard, they want your empathy, and they want to hear directly from you. When you take the time to listen, to point to the facts, they begin to understand.

My Facebook Live Q&A with Nathan was yesterday as scheduled....I thought this was perfect timing!

Nathan and Marissa stayed late, to take the time to address the comments and wrong information. They were amazing!

Nathan even shared his cell number with those listening, which impressed me, and further showed his dedication to listen, and to improve the City I love!

In under an hour, I saw prior negative comments, change to comments like:

"Knowledge is power, thanks for clarifying this"

"...The City is not hiding anything or being malicious..."

"Thank you for this Q&A"

"...I love my town & we need to come together..."

I know some believe if you ignore the negative comments, they go away. But I urge those to look at the history of communication & this City's reputation. They'll see this isn't true. Ignoring voices only dismisses their perceptions and potentially valid concerns, and accidentally alienates the very ones we are trying so desperately hard to serve.

Time doesn't heal frustration. Empathy and truth does. Wading into the mess, changes residents from enemies to allies. I've seen this repeatedly in the past two months.

This translates to less negative comments circulating, less time wasted on misinformation, and less time fielding complaints.

When you don't feel defeated by the barrage of negativity, this opens up minds, to find creative solutions to the problems our City is facing. This allows everyone serving this City to have more time to work on the good, and this gets more people involved and willing to help.

Thanks for serving our City. I urge you to take the time, to wade into the mess, to listen and respond timely, and to share your valuable knowledge, even after your time in those seats are done.

Jennifer Solis
Sent from my iPhone

Are the two new trucks absolutely necessary? Are current city services seriously affected by not having these two new trucks? Are these two new trucks replacing two existing trucks? If yes, there is only \$400,000 in the approved asset replacement budget for FY 20/2021. The staff report said the Refuse department has budgeted \$700,000 for new refuse vehicles in FY 20/2021. What line item budget is the remainder coming from?

Is it really a fiscally responsible decision to purchase two refuse vehicles at a tune of \$600,000 when the City's current fiscal year budget is in the red? Although it may not be ideal to continually fix the older vehicles, it is most definitely less expensive and the City has obviously been able to maintain refuse services.

Thank you.

Janie Venegas

District B Resident

ORDINANCE NO. 2020-08**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEMOORE
AMENDING SECTION 4-8-4(C)(12) OF THE LEMOORE MUNICIPAL CODE
RELATING TO THE DISTANCE WITHIN A SCHOOL, DAY CARE CENTER, OR
YOUTH CENTER THAT A LICENSED COMMERCIAL CANNABIS OPERATION
MAY NOT BE LOCATED**

WHEREAS, in November 2016, California citizens approved Proposition 64, known as “The Control, Regulate and Tax Adult Use of Marijuana Act,” allowing for adult recreational use of cannabis in addition to compassionate medical use; and

WHEREAS, on June 18, 2019, Ordinance 2019-03, to allow commercial cannabis operations in the City of Lemoore for the primary purpose of raising general fund revenue, was introduced at a regular meeting of the City Council; and

WHEREAS, on July 2, 2019, Ordinance 2019-03 was passed and adopted at a regular meeting of the City Council; and

WHEREAS, Municipal Code section 4-8-4(C), enacted as part of Ordinance 2019-03, establishes the minimum operational requirements and restrictions for a Commercial Cannabis Operation within the City; and

WHEREAS, Municipal Code section 4-8-4(C)(1) requires a Commercial Cannabis Operation to comply with all State laws and obtain all required State licenses prior to opening for business; and

WHEREAS, under California Business and Professions Code section 26054(b), “[a] premises licensed under this division shall not be located within a 600-foot radius of a school providing instruction in kindergarten or any grades 1 through 12, day care center, or youth center that is in existence at the time the license is issued, unless a licensing authority or a local jurisdiction specifies a different radius.”

WHEREAS, under Municipal Code section 4-8-4(C)(12), a Commercial Cannabis Operation “shall not be located within 600 feet from any existing school, daycare center or youth center as defined by state law;” and

WHEREAS, under Municipal Code section 4-8-4(C)(12), a “school” is defined as “any public or private school providing instruction in kindergarten or grades 1-12, inclusive, but does not include any private school in which education is primarily conducted in private homes;” and

WHEREAS, City staff, in working with potential Commercial Cannabis operators, has found the above-referenced 600 foot radius limitation to be cumbersome and an impediment to the goal of raising general fund revenue for the City; and

WHEREAS, the City Council now desires to amend Municipal Code section 4-8-4(C)(12), so as to allow a Commercial Cannabis Operations to be located within 100 feet of a school, day care center, or youth center, so as to further the goal raising general fund revenue.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LEMOORE DOES ORDAIN AS FOLLOWS:

Section 1. Title 4, Chapter 8, Section 4-8-4, subdivision (C)(12) of the Lemoore Municipal Code is hereby amended in its entirety as follows:

12. Distance Separation from Schools, Daycare Centers and Youth Centers. A Commercial Cannabis Operation shall not be located within 600 feet, or a distance otherwise approved by the City Police Chief, from any existing school, daycare center or youth center as defined by state law. Measurements shall be from property boundary to property boundary. For purposes of this section, "school" means any public or private school providing instruction in kindergarten or grades 1-12, inclusive, but does not include any private school in which education is primarily conducted in private homes.

Section 2: Ordinance 2019-03, in all other material respects, shall remain the same.

Section 3: This Ordinance shall take effect thirty (30) days after its adoption.

Section 4: The City Clerk is authorized and directed to cause this ordinance to be codified after its adoption.

Section 5: The City Clerk is further authorized and directed to cause this ordinance, or a summary of this ordinance, to be published once in a newspaper of general circulation published and circulated in the City of Lemoore within fifteen (15) days after its adoption. If a summary of this ordinance is published, then the City Clerk also shall cause a summary of the proposed ordinance to be published and a certified copy of the full text of the proposed ordinance to be posted in the Office of the City Clerk at least five (5) days prior to the Council's meeting at which the ordinance is to be adopted and again after the meeting at which the ordinance is adopted. The City Attorney shall approve the summary.

The foregoing Ordinance No. 2020-08 was introduced at a regular meeting of the City Council of the City of Lemoore on the 18th day of August, 2020, and was passed and adopted at a regular meeting of the City Council on the 1st day of September 2020, by the following vote:

AYES:

NOES:

ABSENT:

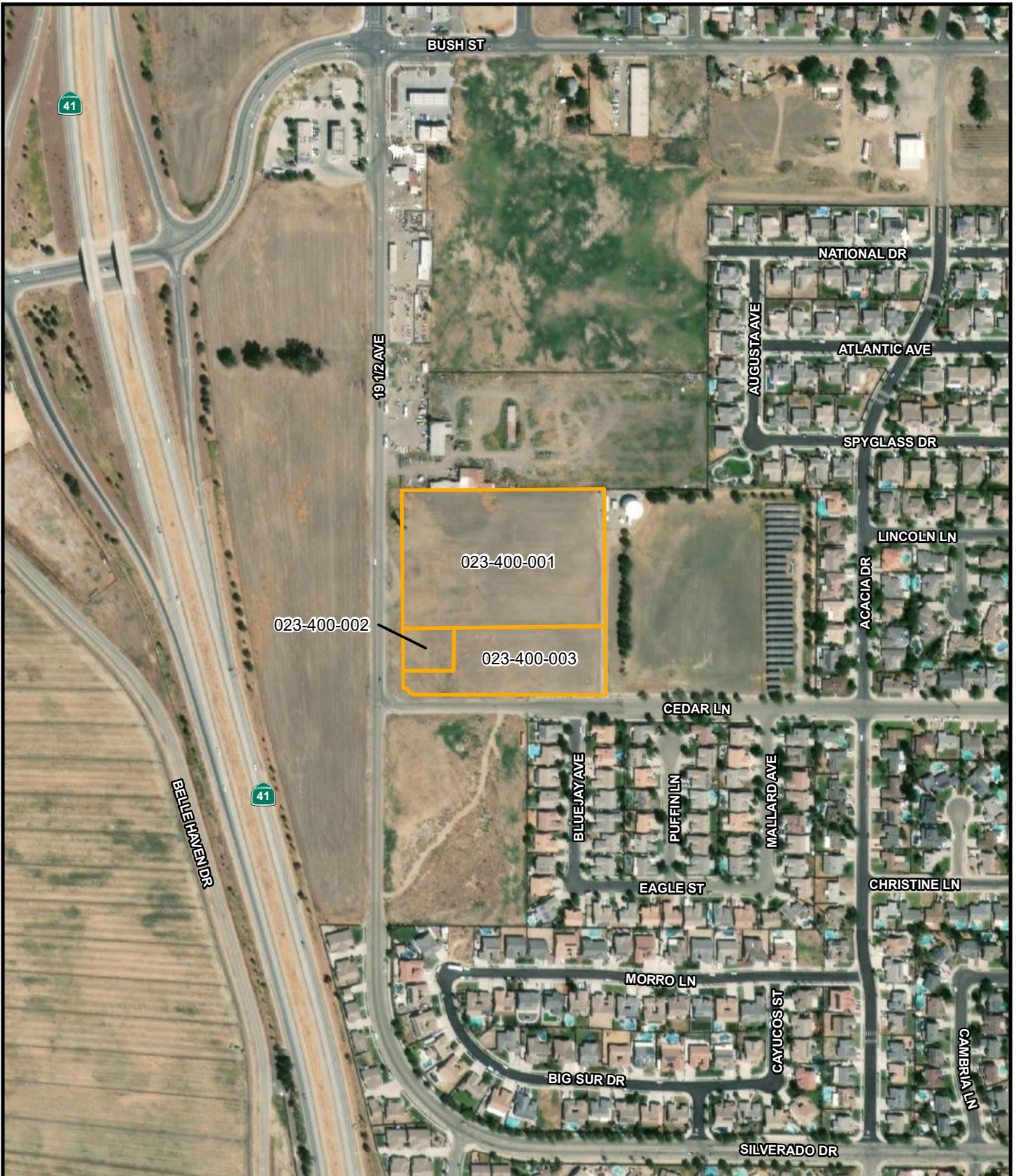
ABSTAIN:

ATTEST:

APPROVED:

Marisa Avalos
City Clerk

Edward Neal
Mayor



400 & 500 S. 19 1/2 Avenue



 Land Parcel



0 Feet 500

PROJECT DEVELOPMENT AGREEMENT
CITY OF LEMOORE
AND
NHC LEMOORE, LLC

DEVELOPMENT AGREEMENT

This Project Development Agreement (“Agreement”) is entered into effective August __, 2020 (“Effective Date”) between the City of Lemoore, a California charter city (“City”) and NHC Lemoore, LLC , a California limited liability company (“Developer”), with respect to the following Recitals, which are a substantive part of this Agreement:

RECITALS

A. On December 4, 2019 the Lemoore City Council approved a Disposition and Development Agreement (“DDA”) with KKAL, LP (“KKAL”), whereby the City conveyed approximately 83.5 acres at the northeast corner of State Route 41 and Idaho Avenue (APN 024-051-031, and hereinafter the “Property”) to KKAL for the purpose of developing a manufacturing, distribution, and warehouse center of approximately 1,025,000 square feet of building space with related secondary economic benefit. The Property is planned Light Industrial pursuant to the Lemoore 2030 General Plan, and is zoned consistent with the designated land use.

B. On March 17, 2020, the City Council approved an amendment to the DDA (“First Amendment”), whereby KKAL agreed to exchange 24 of the 83.5 acres to allow the City to use for storm drainage purposes, and the City agreed to convey approximately 12 acres located on the corner of Idaho Avenue and 19th Avenue (APN 024-051-30) to KKAL.

C. City staff engaged in discussions with Developer regarding taking over the Site from KKAL, and developing the Site with a less intense commercial cannabis cultivation operation, with related uses (“Project”), in accordance with California's Medicinal and Adult-Use Cannabis Regulation and Safety Act (“MAUCRSA” or the “Act”), as well as City’s Ordinance No. 2019-03 (“Ordinance”), as set forth in the City’s Municipal Code. In order to accomplish this transaction, KKAL agreed to rescind the existing DDA and First Amendment, subject to KKAL’s receipt of an option to purchase nine acres of City property on a separate site. In turn, Developer agreed pay KKAL \$1,700,000.00 as consideration for the purchase of the Site.

D. An Initial Study pursuant to the California Environmental Quality Act (“CEQA”) had been previously prepared for a 1,000,000 sq. ft. industrial project on the Site, and a Mitigated Negative Declaration (“MND”) was adopted by the Lemoore City Council on November 6, 2018. Because the current Project is changed from the project originally identified in the MND, the City was required to determine whether an Addendum or Subsequent MND should be prepared. The City determined that the changes from the original project would not result in any new significant impacts or substantially increase the severity of impacts previously identified in the MND, and there were no previously infeasible alternatives that are now feasible. As proposed Project is substantially less intensive than the industrial project that was evaluated, the City determined that an Addendum to the MND is appropriate.

E. This Agreement is contingent on Developer obtaining a commercial cannabis regulatory permit (“Regulatory Permit”) pursuant to the Ordinance.

F. Developer represents that its principals are experienced developers and/or operators of commercial cannabis operations or have otherwise contracted with experienced commercial developers, operators, contractors, and other professionals for the purposes of developing the Project on the Property. Developer acknowledges that it be responsible for all improvements to the Property necessary for the Project.

G. Developer represents its intention to use reasonable efforts to hire City residents to work in its commercial cannabis operations, and City encourages Developer to hire locally.

NOW, THEREFORE, pursuant to the authority contained in the California's Development Agreement statutes (Government Code section 65864, et seq.), enacted pursuant to Article XI, Section 2 of the California Constitution, and in consideration of the foregoing recitals of fact, all of which are expressly incorporated into this Agreement, the mutual covenants set forth in this Agreement, the City and Developer agree as follows:

I. Development of Property. Developer proposes to develop and operate the Property for a Commercial Cannabis Operation under MAUCRSA and the Ordinance, which includes a commercial cannabis cultivation operation, with related uses. To this end, Developer agrees to pay KKAL \$1,700,000.00 as consideration for the purchase of the Property, and agrees to complete the execution of all documents necessary for such purchase prior to developing the Property. Also, City must approve a Regulatory Permit prior to the development of the Property. The exact Commercial Cannabis Operation to be approved for the Property will be determined during the Regulatory Permit process, but shall be consistent with the terms and conditions of this Agreement.

II. Lawfulness of Activities. In entering into this Agreement and processing the Regulatory Permit, the City makes no guarantees or promises as to the lawfulness of the proposed commercial cannabis operations under State or federal law, and Developer is obligated to comply with all applicable laws. To the fullest extent permitted by law, City shall not assume any liability whatsoever with respect to approving the Ordinance, a Regulatory Permit for Developer, or any other commercial cannabis operation approved by City.

III. Developer Representations. Developer represents and warrants that Developer, and/or principal members of Developer, is/are an experienced developer and operator of commercial properties with experience in cannabis operations, or has otherwise contracted with experienced commercial developers, architects, and/or other professionals for the purpose of developing the Property. The qualifications and identity of Developer and Developer's contractors are of particular concern to City, and because of such qualifications and identity, the City has entered into this Agreement with Developer. City has considered and relied upon Developer's representations and warranties in entering into this Agreement.

IV. Fees. Developer shall pay to City the following fees: Developer agrees to pay to the City 2% of gross receipts within 30 days of cannabis harvest or the formula using spot pricing whichever is higher. Developer also assumed all cost associated with the development of the property.

The requirements of this Section shall be a recorded covenant running with the land and binding on all owners, tenants, and Regulatory Permit holders for the Property. The covenants shall expire on the expiration or earlier termination of this Agreement.

V. Local Contractors. To the extent practical, Developer will use reasonable efforts to hire construction/remodel contractors for the Property that are based within the City of Lemoore or whose work force is made up of a significant number (e.g. 30%) of residents of the City of Lemoore. Nothing in this section V. shall be construed to require Developer to accept a bid from a contractor that is more than five percent (5%) higher than the lowest bid received for the same or similar work.

VI. Compliance with Laws. Developer shall operate the commercial cannabis operation in conformity MAUCRSA and any implementing regulations, as they may be amended from time to time. Developer shall comply with all other applicable laws, state labor standards, City zoning and development standards, building, plumbing, mechanical and electrical codes, all other provisions of the Lemoore Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, California Government Code Section 4450, *et seq.*, California Government Code Section 11135, *et seq.*, and the Unruh Civil Rights Act, Civil Code Section 51, *et seq.* with respect to the existing and any proposed improvements on the Property.

VII. Developer's Indemnity.

a. **Commercial Cannabis Operations.** Developer shall defend, indemnify, assume all responsibility for, and hold City and its officers, agents, employees, and volunteers, harmless from all claims, demands, damages, defense costs or liability of any kind or nature arising from or related to any State or federal law enforcement action against Developer, Developer's tenants, subtenants, licensees, contractors and employees ("**Developer Parties**") in connection with the commercial cannabis operation conducted on the Property after the issuance of the Regulatory Permit ("**Cannabis Claims**"). Developer's defense and indemnity obligations under this Agreement shall apply, regardless of intent or fault, to any allegation or claim of liability brought against the City related to the subject Project, including land use and environmental law actions or meeting notice law actions following Project approval, modification, or denial. Applicant's duty shall arise at the first claim, petition, or allegation of liability against City. Developer's indemnity shall not extend to any loss of revenue suffered or incurred by City in connection with any termination, cessation, restriction, seizure, or other limitation of any commercial cannabis operation on the Property.

b. **Construction and Other Operations.** In addition to the indemnity obligations of subsection (a), Developer shall defend, indemnify, assume all responsibility for, and hold City and its officers, agents, employees, and volunteers, harmless from all claims, demands, damages, defense costs or liability of any kind or nature relating to the subject matter of this Agreement or the implementation thereof, including all construction and operation activities on the Property, and for any damages to property or injuries to persons, including accidental death (including attorneys' fees and costs), which may be caused by any acts or omissions of Developer Parties in the

performance under this Agreement, whether such damage shall accrue or be discovered before or after termination of this Agreement (“**Other Claims**”). Developer’s liability under this Subsection (b) is limited to the extent the property damage or bodily injury is caused by the sole negligence or willful misconduct of City or its agents or employees.

VIII. Restrictions on Transfer.

a. City Approval Prior to Closing. Prior to acquisition of the Property, Developer shall not transfer this Agreement or any of Developer’s rights hereunder, directly or indirectly, voluntarily or by operation of law, without the prior written approval of City, and if so purported to be transferred, the same shall be null and void. In considering whether it will grant approval to any assignment by Developer of its rights hereunder, City shall consider factors such as (a) the financial strength and capability of the proposed assignee to perform Developer’s obligations hereunder; and (b) the proposed assignee’s experience and expertise in the planning, financing, development, ownership, and operation of similar projects.

b. Assignee Obligations. In the absence of specific written agreement by City, no assignment or transfer by Developer of all or any portion of its rights shall be deemed to relieve it or any successor party from any obligations under this Agreement. In addition, no attempted assignment of any of Developer’s obligations hereunder shall be effective unless and until the successor party executes and delivers to City an assumption agreement in a form reasonably approved by the City assuming such obligations.

IX. Defaults and Remedies. Failure by either party to perform any action or covenant required by this Agreement within the time periods provided herein, following notice and failure to cure as described hereafter, constitutes a “**Default**” under this Agreement. A party claiming a Default shall give written Notice of Default (“**Notice**”) to the other party specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other party, and the other party shall not be in Default if such party within fifteen (15) days from receipt of such Notice immediately, with due diligence, commences to cure, correct or remedy such failure or delay and shall diligently complete such cure, correction or remedy.

In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Agreement, either party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Kings, California, or in the United States District Court for the Eastern District of California – Fresno Division, if allowable.

X. General Provisions.

a. Notices, Demands, and Communications Between the Parties. Any approval, disapproval, demand, document or other notice (“**Notice**”) which either party may desire to give to the other party under this Agreement must be in writing and may be given by any commercially

acceptable means to the party to whom the Notice is directed at the address of the party as set forth below, or at any other address as that party may later designate by Notice.

To City: _____

Tel: (____) ____-____
Fax: (____) ____-____
Email: _____

With a copy to: Mary Lerner
Lozano Smith
7404 N. Spalding
Fresno, California 93720
Tel: (559) 431-5600
Fax: (559) 431-4420
Email: mlerner@lozanosmith.com

To Developer: _____
NHC Lemoore, LLC

Tel: (____) ____-____
Fax: (____) ____-____
Email: _____

With a copy to: Attn: Thomas D. Green
P.O. Box P.O. Box 3835
San Luis Obispo, California 93403-3835
Tel: (805) 543-0990
Fax: (805) 543-0980
Email: green@ammcglaw.com

Any written notice, demand or communication shall be deemed received: immediately if delivered by hand; 24 hours after delivery to a receipted, overnight delivery service such as Federal Express; 24 hours after delivery by e-mail with an acknowledgement of receipt by the intended recipient; and on the fourth (4th) day from the date it is postmarked if delivered by registered or certified mail.

b. Successors and Assigns. All of the terms, covenants, and conditions of this Agreement shall be binding upon Developer and City, and their respective successors and assigns. Whenever the term "Developer" is used in this Agreement, such term shall include any other successors and assigns as herein provided. This Agreement shall run with the land and be binding upon Developer's successors and assigns in and to the Property.

c. Relationship Between City and Developer. It is hereby acknowledged that the relationship between City and Developer is not that of a partnership or joint venture and that City and Developer shall not be deemed or construed for any purpose to be the agent of the other. Except as expressly provided herein or in the Attachments hereto, City shall not have any rights, powers, duties or obligations with respect to the Project.

d. No Third-Party Beneficiaries. There shall be no third-party beneficiaries of this Agreement.

e. City Approvals and Actions. City shall maintain authority over this Agreement, and the authority to implement this Agreement through the City Manager (or his/her duly authorized representative). The City Manager shall have the authority to make approvals, issue interpretations, waive provisions, and/or enter into certain amendments of this Agreement on behalf of City so long as such actions do not materially or substantially change the uses or development contemplated under this Agreement, and such approvals, interpretations, waivers and/or amendments may include extensions of time to perform if applicable. All other material and/or substantive interpretations, waivers, or amendments shall require the consideration, action and written consent of the City Council.

f. Counterparts. This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. This Agreement shall be executed in two (2) originals, each of which is deemed to be an original.

g. Integration. This Agreement contains the entire understanding between the parties relating to the transaction contemplated by this Agreement, notwithstanding any previous negotiations or agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Agreement and shall be of no further force or effect. Each party is entering this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material. This Agreement includes all Attachments and Exhibits attached hereto, which are incorporated herein.

h. Interpretation and Applicable Law. This Agreement has been prepared with input from both parties, and shall be interpreted as though prepared jointly by both parties. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

i. No Waiver. Any failures or delays by either party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. Nor shall a waiver by either party of a breach of any of the covenants, conditions or promises under this Agreement to be performed by the other party be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

j. Modifications. For any alteration, change or modification of or to this Agreement to become effective, it shall be made in writing and in each instance signed on behalf of each party.

k. Legal Advice. Each party represents and warrants to the other the following: They have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

l. Cooperation. Each party agrees to cooperate with the other in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

m. Non-Liability of Officials and Employees of the City. No official, employee or agent of the City shall be personally liable to the Developer, or any successor in interest, in the event of any Default or breach by the City or for any amount which may become due to the Developer or its successors, or on any obligations under the terms of this Agreement.

n. Attorneys' Fees. In any action between the parties to interpret, enforce, reform, modify, rescind, or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled, in addition to damages, injunctive relief, or any other relief to which it might be entitled, reasonable costs and expenses including, without limitation, litigation costs and reasonable attorneys' fees.

o. Term. The term of this Agreement ("Term") shall be for a period of Twenty Five (25) years commencing on the Effective Date. Notwithstanding anything to the contrary herein, the Term shall be automatically be extended one (1) additional period of fifteen (15) years after the initial expiration date unless either party gives written notice of intent to terminate to the other party. The notice of intent to terminate shall be given no more than 12 months and no less than 6 months prior to the expiration of the initial Term.

///

IN WITNESS WHEREOF, the City and the Developer have executed this Disposition and Development Agreement as of the date set forth above.

Dated: _____

NHC LEMOORE, LLC

By: _____
(Signature)

(Print)

Dated: _____

CITY OF LEMOORE

By: _____
Nathan Olson, City Manager

ATTEST:

By: _____
Marisa Avalos, City Clerk

J:\wdocs\01909\034\AGT\00669414.DOC

EXHIBIT A

LEGAL DESCRIPTION AND DEPICTION OF PARCEL 4

[See Attached]

DRAFT

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 020-054-002-000 and 020-054-014-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LEMOORE, COUNTY OF KINGS, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOTS SEVEN AND EIGHT IN BLOCK FORTY-NINE OF THE CITY OF LEMOORE, AS PER MAP RECORDED IN BOOK 1 PAGE 52 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

THE EAST 20 FEET OF LOT SIX IN BLOCK FORTY-NINE OF THE CITY OF LEMOORE, AS PER MAP RECORDED IN BOOK 1 PAGE 52 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 020-054-014-000

PARCEL 3:

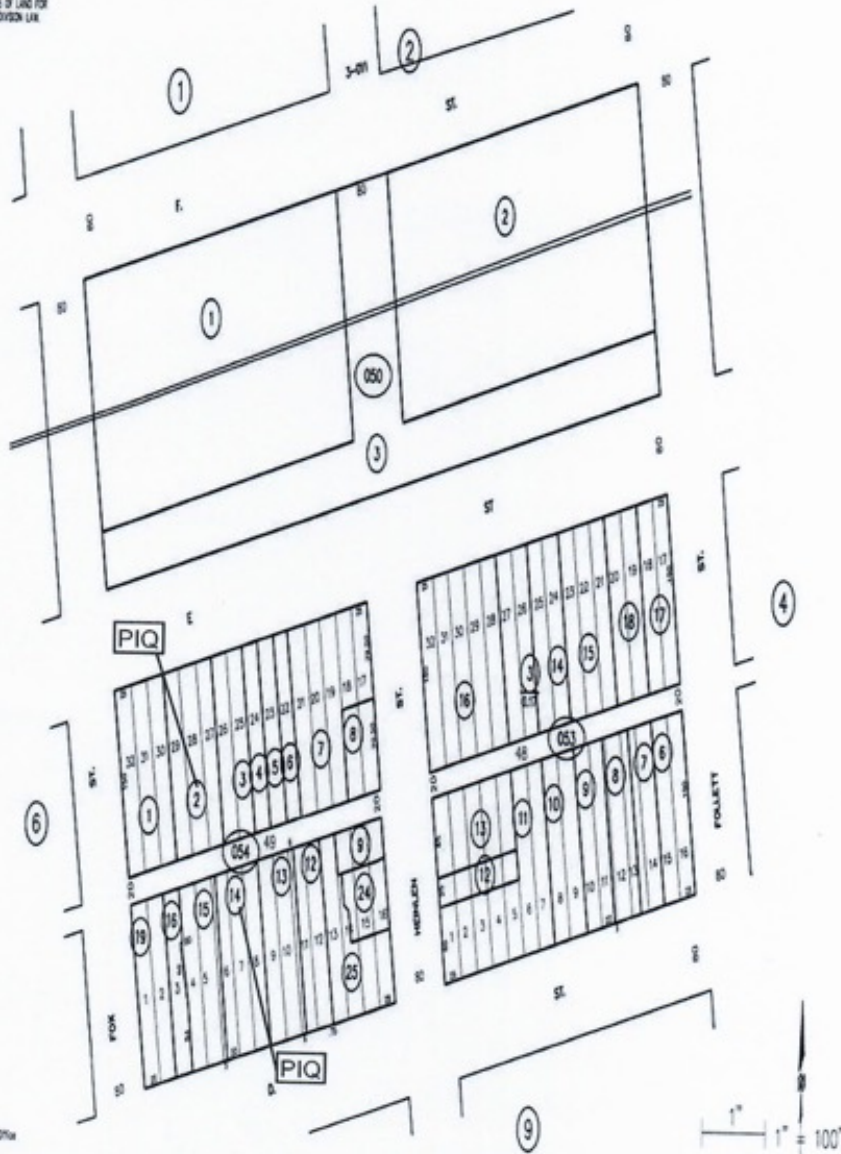
LOTS 27, 28 AND 29 IN BLOCK 49 OF LEMOORE, IN THE CITY OF LEMOORE, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 1 PAGE 52 OF LICENSED SURVEYOR PLATS.

APN: 020-054-002-000

KINGS COUNTY ASSESSOR'S MAP

20-05

THIS MAP IS FOR ASSESSMENT PURPOSES ONLY
IT IS NOT TO BE CONSIDERED AS PORTENDING
LEGAL OWNERSHIP OF PORTIONS OF LAND FOR
PURPOSES OF ZONING OR SUBDIVISION LAW
JANUARY 2002



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All rights reserved

This map/plan is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.