

JOINT USE AGREEMENT BETWEEN THE CITY OF LINCOLN
AND THE WESTERN PLACER UNIFIED SCHOOL DISTRICT
FOR THE ADMINISTRATIVE BUILDING AT 6TH AND F STREETS

This Joint Use Agreement ("Agreement") is made and entered into this 14th day of February, 2006, by and between the City of Lincoln, a municipal corporation ("City"), and the Western Placer Unified School District, a political subdivision of the State of California ("District") (each a "Party" and collectively, the "Parties").

WHEREAS, the City and District mutually desire to jointly plan for the construction and use a public administrative building ("Administrative Building" or "Building") for use by City and District for administrative purposes;

WHEREAS, the Administrative Building is tentatively planned to consist of four floors totaling approximately 60,000 square feet of space with the City using the first, second, and third floors and the District using the fourth floor;

WHEREAS, the City and District believe that such a cooperative planning approach and use of the Administrative Building following construction by the City would be the best and most economical use of public funds;

WHEREAS, the District intends to convey to the City for the site of the Administrative Building, the District's property located at 630 Sixth Street in the City of Lincoln, consisting of approximately 10,571 square feet, said property more particularly described in Exhibit A attached hereto and incorporated herein by reference ("District Property");

WHEREAS, the City intends to acquire two adjoining parcels to the District Property for the site of the Administrative Building. One of these properties, referred to as the "Barber/Beauty Shop Property" at 648 Sixth Street, is more particularly described in Exhibit B attached hereto and incorporated herein by reference. The second of these properties, referred to as the "the Drennon Property" at 630 F Street, is more particularly described in Exhibit C attached hereto and incorporated herein by reference;

WHEREAS, the real property which will be the site of the Administrative Building will consist of the District Property, the Barber/Beauty Shop Property and the Drennon Property ("Property Site");

WHEREAS, the Parties intend to enter into an agreement providing for the sale by the District to the City of the Community Center located at 2010 First Street in the City of Lincoln, State of California ("Community Center"), consisting of approximately 5.2 acres;

WHEREAS, the City and the District desire to enter into this Agreement to work cooperatively to construct, maintain, and operate the joint use Administrative Building on the terms and conditions set forth below; and

WHEREAS, the City intends to finance the costs of the Administrative Building and the Property Site by entering into a trust agreement, a site lease and a project lease (collectively, the "Bond Documents"), and the issuance of lease revenue bonds (the "Bonds") pursuant to the aforesaid trust agreement.

NOW, THEREFORE, in consideration of the promises herein, the Parties agree as follows:

1. Effective Date. This Agreement is contingent upon approval by the governing boards of the City and District. This Agreement will become effective on the date when the last Party authorizes its designated representative to execute this Agreement on behalf of that Party.

2. Term. The term of this Agreement shall continue for 55 years after the issuance of the Certificate of Completion for the Administrative Building, and as may be extended by the Parties. Following such initial term, the Agreement shall remain in full force and effect so long as the Parties maintain and operate the Administrative Building in accordance with this Agreement; provided, however, that this Agreement may be terminated after such initial term by either Party giving 365 days or more prior written notice to the other Party.

3. Contingencies. This Agreement is contingent upon the following:

(a) District conveying the District's Property to the City on or before June 30, 2006.

(b) City acquiring title to the Barber/Beauty Shop Property on or before June 30, 2006.

(c) City acquiring title to the Drennon Property on or before June 30, 2006.

(d) Western Placer Unified School District Financing Corporation conveying the Community Center to the City on or before April 1, 2006.

In the event that any of these contingencies in this Section 3 are not satisfied, then this Agreement shall terminate and have no further force and effect.

4. City's Duty to Construct Administrative Building. City shall be responsible for developing and constructing the Administrative Building on the Project Site in accordance with the plans and specifications prepared by Williams & Paddon, Architects & Planners, Inc., and approved by City, after consultation with the District. City shall consult with District to ensure that the plans and specifications meet the District's needs and satisfy any applicable legal requirements.

5. Project Site and Ownership of Administrative Building. Title to the Project Site and Administrative Building shall be and remain in the name of the City. Upon termination of this Agreement, title to the Project Site land and the Administrative Building shall remain in the City. As owner of the Administrative Building, City shall be

responsible for the operation and maintenance of the Administrative Building, subject to the terms and conditions of this Agreement.

6. Use of Administrative Building. City grants the District the right to use the fourth floor of the Administrative Building for office purposes, provided the District complies with the terms and conditions of this Agreement, including, but not limited to, the obligation of the District to pay its respective share of the Project Costs as provided in Section 10 and Operation and Maintenance Costs as provided in Section 11 of this Agreement and the District's share of the payments to the Capital Maintenance and Replacement Fund as provided in Section 12, if such a fund is created. If the design of the building is changed such that there is no fourth floor, District shall pay a pro-rata share of the Costs described in this section based on the percentage of the building occupied by District for its use.

City and District representatives shall meet no less than quarterly to schedule use of common facilities in the Administrative Building, including, but not limited to, employee break area, training room, and storage areas.

Notwithstanding any contrary provision of this Agreement, District agrees that all rights granted to it hereunder to use and/or occupy the Administrative Building are subject to the rights and remedies of the owners of the Bonds, any insurer of the Bonds, and the trustee for the Bonds under the Bond Documents.

Other than as set forth in this Agreement, District shall have no liability, obligation, or responsibility for repayment of any amounts financed by the trust, site lease, and project lease (the Bond Documents) or the issuance of the lease revenue bonds pursuant to the Bond Documents.

7. Breach. Failure by the District to pay its respective share of the Project Costs as provided in Section 10 and Operation and Maintenance Costs as provided in Section 11 of this Agreement or the District's share of the payments to the Capital Maintenance and Replacement Fund as provided in Section 12, if such a fund is created, constitutes a breach of a material term of this Agreement. If District fails to pay its share of the costs or payments within ninety (90) days following written notice from the City, District shall be considered in default. After the occurrence of a default, notwithstanding the terms of this Agreement, City may exclude District from the Administrative Building and the City may use the entire Administrative Building for any City purpose until the breach is cured by District. This right to cure will expire at the end of the 24th month following written notification of the default.

8. Sharing of Project Costs. The District and City agree to share, on a one-fourth-three-fourth basis, with the District's share being one-fourth, and the City's share being three fourths, all of the costs related to the construction of the Administrative Building, including, but not limited to, land acquisition, tenant relocation, demolition and clearing, design, architectural and construction management, development, and construction ("Project Costs"). Land acquisition costs shall include all costs related to acquiring the District's Property, the Barber/Beauty Shop Property and the Drennon Property, and any other property needed for the Project, including, but not limited to, land costs,

appraisal costs, and if condemnation is necessary, reasonable attorney's fees and court costs.

9. District Credit Toward Project Costs. District shall receive a credit toward the District's share of the Project Costs for (a) the value of the District's property which is agreed to be \$410,000 and (b) the purchase price of the Community Center which is \$6,135,000. In no event will the District be credited more than its one-fourth share of the Project Costs.

10. Payment of Project Costs. Following the completion of the construction of the Administrative Building, City shall notify the District in writing of the total Project Costs including an accounting of the Project Costs, the amount of the credit the District received for the District's Property and Community Center, and the amount owed by the District in accordance with the proportions specified in Section 8. District shall reimburse City within sixty (60) days of the receipt of the total Project Costs of any amount owing. If District owes a reimbursement to City pursuant to this Section, City shall consult with its bond counsel, at its own expense, as to the use of such reimbursement proceeds. District shall not be entitled to a refund if its credits under Section 9 exceed its share of Project Costs.

11. Operation and Maintenance. The District and City agree to share the costs of the operation and maintenance of the Administrative Building on a one-fourth-three-fourths basis, with the District's share being one-fourth and the City's share being three-fourths. Operation and maintenance costs shall include, but not be limited to, facility costs, equipment and supplies costs, insurance, repair maintenance and replacement, utilities, capital maintenance, capital costs, janitorial, security, site ground maintenance, equipment maintenance costs, taxes, assessments or other governmental charges ("Operation and Maintenance Costs"). Notwithstanding the above, each Party may purchase, own, and use its own furnishings, furniture and equipment. The City will prepare and send a monthly invoice to the District for its respective share of the Operation and Maintenance Costs in accordance with the proportions specified above. The District shall make payment to the City within thirty (30) days of receipt of such invoice.

12. Capital Maintenance and Replacement Fund. The City shall have the authority to establish a fund to be used for the maintenance and replacement of the capital components of the Administrative Building and Project Site, including major capital components such as roofing and the HVAC system. If the City establishes such a fund, City will send an annual invoice to the District for its share of the annual payments to the fund in accordance with the proportions specified in Section 11. The District shall make payment to the City within sixty (60) days of receipt of such invoice. However, if any capital component paid for from this fund is purchased or leased during the last ten (10) years of this lease, District's obligation for that component shall be prorated based on the years remaining in this Agreement and the estimated life of the component. For example, if HVAC is replaced with two (2) years remaining in this Agreement, and its anticipated useful life expectancy is twenty (20) years, District would be liable for one-fourth of two-twentieths of the cost.

13. Security Deposit. The District shall not be required to provide any security deposit for its use and occupancy of the property.
14. Permitted Use. The District shall be allowed to utilize its space in the Administrative Building for any and all purposes and activities normally carried out by a public school district. Notwithstanding any contrary provision of this Agreement, District shall not utilize its space in any manner nor take any action that will cause the tax-exempt status of the interest on the Bonds to be lost or jeopardized.
15. Parking. Employee parking spaces will be available for City and District employees and visitors at the parking lot at the northeast corner of Sixth and F Streets. It is anticipated that it will be necessary in the future to construct a parking garage that will replace this parking lot. When this becomes necessary, City and District representatives will negotiate an equitable sharing of the cost of the new parking structure.
16. Appurtenant Rights. District is granted the right at all times during the term of this Agreement to the non-exclusive use of the main lobby of the building, common corridors and hallways, stairwells, elevators, restrooms, and any public or common areas located in the building. Likewise, the City shall have the right at all times during the term of this Agreement to the non-exclusive use of the common corridors and hallways, stairwells, elevators, restrooms, and public or common areas, including conference and training rooms located on the fourth floor of the building.
17. Early Access. District shall be entitled to access to the premises prior to occupying the premises for the purpose of installing District's systems, furniture, telecommunications, cabling, and other fixtures and equipment.
18. Hazardous Material Indemnification. City and District shall indemnify, defend, at that party's sole expense and with counsel reasonably acceptable to the other party and hold harmless, the other party and the other party's officers, employees, agents and successors with respect to all losses arising out of or resulting from the release of any hazardous material in or about the premises or the building, for the violation of any environmental law, by that party or that party's agents, assignees, subleasee, contractors, or invitees. This indemnification includes all losses, costs of characterization, cost of removal, remedial actions, repairs, liabilities, obligations, penalties, fines, claims, actions, damages, and costs (including attorney, consultant, and expert fees and expenses) resulting from the release or violation. This indemnification shall survive the expiration or termination of this Agreement.
19. Definition of Hazardous Material. As used in this Agreement, the term hazardous material shall mean any hazardous or toxic substance, material or waste, or any concentration that is or becomes regulated by the United States, the State of California, or any local government authority having jurisdiction over the building.
20. Utilities and Services. City shall provide the following utilities and services to District during the term of this Agreement. District shall pay City twenty-five percent (25%) of the cost of providing these utilities and services for the entire building.

- Heating and Air Conditioning
- Electricity
- Water
- Janitorial Services
- Elevator Service
- Sewer
- Trash Collection and Disposal
- Building Maintenance and Repair

21. City's Consent to Installations/Alterations. District shall not make any installations/alterations to the fourth floor of the Building without the prior written consent of City which consent shall not be unreasonably withheld.

21.1 Consent Procedure. District shall request such consent for installations/alterations by written notice to City which must be accompanied by the plans and specifications for the proposed work. City shall either give or withhold this consent within thirty (30) days following receipt by City of District's request for consent. If City fails to give or withhold its consent in writing within said thirty (30) day period, City shall be deemed to have given its consent to the proposed installation/alteration. If City has actual knowledge that a proposed alteration for which the City's consent has been requested results in Additional Required Work (as defined in paragraph 21.2), City shall notify District in writing of that fact when City grants or withholds its consent to the proposed alteration.

21.2. Reasonable Consent. City shall not unreasonably withhold or delay its consent to proposed installations/alterations. The installations/alterations for which City may reasonably withhold consent include those that would or could:

(a) Affect the structure of the Building or any portion of the Building other than the interior of the Building;

(b) Affect any of the systems or equipment of the Building including plumbing, heating, ventilation and air conditioning, electrical, fire/life-safety, elevator, and security systems;

(c) Result in City being required under law or order to perform any work that City could otherwise avoid or defer (Additional Required Work), unless District agrees in writing to pay for the entire cost of the design and construction of the Additional Required Work;

(d) Result in a material increase in the demand for utilities or services that City is required to provide unless District agrees to pay the additional costs;
or

(e) Cause an increase in the premiums for hazard or liability insurance carried by City, unless District agrees to pay the amount of the increase in premiums.

21.3. Consultation Regarding Installations/Alterations. In the event District does obtain approval for alterations, the parties shall consult on a manner of construction, payment for the alterations, construction insurance, ownership of the alterations, and any other relevant issues.

21.4 Telecommunication Installations. Notwithstanding the provisions of Section 21, provided the telecommunication equipment is installed in existing conduits, District, at its cost, may install, or cause a carrier, vendor, or other operator selected by District and acceptable to City to install, maintain, and operate telecommunication equipment and related wires, cables and conduit required by District during the term of this Agreement. District shall at its sole cost and expense obtain any and all permits, authorizations, and certificates required for such installation.

Telecommunication installations outside existing conduits shall require City consent pursuant to Section 21.

22. City's Access to District's Portion of the Building. In the case of an emergency, City's agents may enter the District's permitted use of the Building (i.e, the fourth floor) without any advance notice when necessary to address the emergency situation. If City makes such an emergency entry when no authorized representative of District is present, City shall provide telephone notice to District as soon as reasonably possible within 24 hours after that entry and shall take reasonable steps to secure the premises until a representative of the District arrives at the premises.

23. Signs. District may, at its sole expense, upon written approval of the City which approval shall not be unreasonably withheld, install identification signs anywhere in the Building, including the elevator lobby of the Building so long as that sign is in keeping with the quality, design, and style of the Building and is consistent with the sign program adopted for the Building.

24. Indemnification/Hold Harmless/Defend. Each Party shall indemnify and hold harmless and defend the other Party's officers, agents or employees, from any and all liability, damages, costs, or expense that arise in any way by the act or omission of said indemnifying Party, its officers, agents or employees under this Agreement. The clauses of this section shall survive the expiration or earlier termination of this Agreement until all claims against the Parties involving any of the indemnified matters are fully, finally and absolutely barred by the applicable statutes of limitation.

25. Insurance. The Parties will provide the insurance as set out in this Section 25.

(a) General Liability Insurance. Each Party will procure and maintain commercial general liability insurance for bodily injury, personal injury and property damage providing for minimum limits of \$1,000,000 arising from any one occurrence and a \$2,000,000 general aggregate limit. Such insurance shall name the other Party,

its officers and employees as additional insureds by endorsement and shall be insured with an insurance company licensed to do business in California possessing a Best Insurance Service rating of no less than A:VII.

(b) Fire and Extended Coverage Insurance. The City will procure and maintain or cause to be procured and maintained insurance on the Administrative Building with responsible insurers in an amount equal to the full replacement costs of the Administrative Building and the property located in the Administrative Building, so long as such insurance is available from reputable insurance companies, and if it is not, then in such amounts and against such risks (including accident to or destruction of the Administrative Building) as the City deems advisable or necessary and as usually covered in connection with facilities similar to the Administrative Building. Such insurance shall name the District, its officers and employees as additional insureds by endorsement. In particular, the City will procure and maintain standard fire and extended coverage insurance, with vandalism and mischievous mischief endorsements, on the Administrative Building, its improvements and alterations, fixtures, furniture, furnishings, and other property of the Administrative Building, to the extent of a least 100% of the full replacement value thereof.

(c) Insurance Proceeds. In the event of any damage to or destruction of the Administrative Building caused by the perils covered by insurance, the proceeds thereof shall be applied to the reconstruction, repair, or replacement of the damaged or destroyed portion of the Administrative Building and the fixtures and personal property of the Administrative Building, including, without limitation, furniture and furnishings. The City shall begin such reconstruction, repair, or replacement promptly after such damage or destruction shall occur; shall continue and properly complete such reconstruction, repair, or replacement as expeditiously as possible; and shall pay out of such proceeds all costs and expenses in connection with such reconstruction, repair, or replacement so that the same shall be completed and the Administrative Building shall be free and clear of all claims and liens.

(d) Additional Replacement Costs. In the event the insurance proceeds are not sufficient to complete the reconstruction, repair or replacement of the Administrative Building, the City and District agree to meet and confer to determine the funding of the amount needed to complete the reconstruction, repair or replacement of the Administrative Building.

(e) Insurance Coverage Review Process. Not more frequently than once every three years, if in the opinion of any of the Parties the amount of insurance coverage for each Party required by this Section 25 is at that time not adequate, each Party will consider increasing its insurance coverage as reasonably requested by the other Party.

(f) Self-Insurance and Pooled Risk. Any insurance required to be maintained pursuant to this Section 25 may be maintained under a self-insurance or pooled risk program so long as such self-insurance or pooled risk program is maintained in the amounts and manner usually maintained in connection with facilities similar to the Administrative Building.

(g) Insurance Premiums. Pursuant to Section 11 of this Agreement, any premiums incurred by the City in procuring said insurance as required by Section 25(b) for the Administrative Building will be included as part of the Operation and Maintenance Costs and shared by the Parties in the proportions provided in Section 11.

(h) Certificates of Insurance. Upon request, each Party shall provide the other Party with written evidence of the insurance required in this Section 25 in the form of appropriate insurance certificates specifying amounts of coverage and expiration dates of all policies in effect, and naming the other Party as an additional insured by endorsement, signed by the underwriter. Said certificates shall contain an endorsement requiring thirty (30) days prior written notice from the insurance company to the City and District, before cancellation, non renewal or change in the coverage, scope or amount of insurance.

(i) Waiver of Subrogation. The City and District hereby release and relieve the other, and waive its entire rights of recovery against the other for loss or damage arising out of or incident to the perils insured against under any insurance policies carried by the Parties, and each of them, and in force at the time of any such damage, which perils occur in, on or about the Administrative Building and the Administrative Building site and to the fixtures, personal property, and alterations in or on the Administrative Building and the Administrative Building site, whether due to the negligence of the City, the District, or their officers, agents, employees, contractors and/or invitees. The City and District, and each of them, shall, upon obtaining the policies of insurance required under this Agreement, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Agreement.

(j) In the event that additional insurance requirements are necessary because of the Bonds, the parties agree to provide for said insurance and to share the costs for any such insurance pursuant to Section 11.

26. Eminent Domain. If all or any part of the Administrative Building shall be taken by eminent domain proceedings, the proceeds of any eminent domain action shall be applied in the manner required under the Bond Documents, and if any such proceeds then remain, District shall receive one-fourth and the City three-fourths of the proceeds.

27. Withdrawal. The District may withdraw from this Agreement, provided it gives City at least 365 days' prior written notice. District shall not be entitled to any reimbursement for payments it has made pursuant to this Agreement.

28. Successors; Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and assigns. No Party may assign any right or obligation under this Agreement without the consent of the other Party, which consent shall not be unreasonably withheld.

29. Voluntary Agreement. The Parties hereto, and each of them, further represent and declare that they have carefully read this Agreement, have consulted with their own

legal counsel, know and understand the contents of this Agreement, and each Party signs this Agreement freely, voluntarily, and with a complete and full understanding of its terms.

30. Public Agency Authority. Each Party signing this Agreement represents and warrants that said Agreement is executed in compliance with a resolution of the governing entity of said public agency, duly adopted by said governing entity, which action shall be reflected in the minutes of the governing entity referred specifically to the resolution number in this Agreement, and affirms and said public agency deems this Agreement to be in furtherance of the general welfare of the constituents of said public agency. Any individual signing this Agreement on behalf of the public represents and warrants that he/she has full authority to do so.

31. Notice. For notices required to be given under the terms of this Agreement, or communications as otherwise necessary to effectuate the terms of this Agreement, such notice or communication shall be given in writing, by telecopier and certified United States mail, return receipt requested, postage prepaid or by personal service or overnight delivery service, with delivery fees prepaid. Such notice shall be deemed to have been duly given on the date of service, if served personally on the Party to whom notice is to be given, or on the second day after mailing, if mailed to the Party to whom notice is to be given, by certified mail, postage prepaid or on the day after dispatching by an overnight delivery service, with delivery fees prepaid, addressed as follows or to such other address as one Party may provide to the other Party, in writing:

City of Lincoln
City Manager
640 Fifth Street
Lincoln, CA 95648
Facsimile No. (916) 645-9502

Western Placer Unified School District
School Superintendent
810 J Street
Lincoln, CA 95648
Facsimile No. (916) 645-6356

32. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of California.

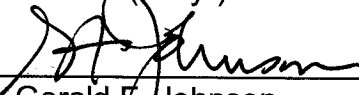
33. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

34. Severability. In the event that any covenant, condition or other provision of this Agreement is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other covenant, condition or other provision of this Agreement.

35. Binding Effect. Subject to the restrictions contained in this Agreement, this Agreement shall inure to the benefit of and be binding upon the Parties and their respective officers, administrators, representatives, successors, assigns and transferees.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the respective officers thereunto duly authorized, on the day and year as indicated below to be effective as of the day and year first above written.

City of Lincoln ("City")


By: 
Gerald F. Johnson
City Manager

Dated: 2/21/06

ATTEST:



Western Placer Unified School District ("School District")

By: 
Roger Yohe
Superintendent

Dated: 3/8/06

ATTEST:




EXHIBIT A

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF PLACER, CITY OF LINCOLN, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

THAT PORTION OF LOTS 7 AND 8, BLOCK 43, CITY OF LINCOLN, INCLUDED WITHIN THE BOUNDARIES OF THE LAND SHOWN AND DESIGNATED AS PARCEL B OF PARCEL MAP, FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF PLACER COUNTY, CALIFORNIA, ON JUNE 16, 1986, IN BOOK 22 OF PARCEL MAPS, PAGE 100

APN: 008-135-017

PARCEL TWO:

AN EXCLUSIVE EASEMENT FOR INGRESS AND PARKING PURPOSES OVER, UNDER AND ACROSS THAT PORTION OF LOTS 7 AND 8, BLOCK 43, CITY OF LINCOLN, INCLUDED WITHIN THE BOUNDARIES OF THE LAND SHOWN AND DESIGNATED AS PARCEL K OF PARCEL MAP, FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF PLACER COUNTY, CALIFORNIA, ON JUNE 16, 1986, IN BOOK 22 OF PARCEL MAPS, PAGE 100.

EXHIBIT B

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF PLACER, CITY OF LINCOLN, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF LOTS 7 AND 8, BLOCK 43, CITY OF LINCOLN, INCLUDED WITHIN THE LAND SHOWN AND DESIGNATED AS PARCEL "A" OF PARCEL MAP FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PLACER COUNTY, CALIFORNIA ON JUNE 16, 1986 IN BOOK 22 OF PARCEL MAPS, AT PAGE 100, PLACER COUNTY RECORDS.

APN: 008-135-016

EXHIBIT C

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF PLACER, CITY OF LINCOLN, AND IS DESCRIBED AS FOLLOWS:

LOT 6, BLOCK 43, AS SHOWN AND DESIGNATED ON THAT MAP ENTITLED "TOWN, NOW CITY OF LINCOLN", FILED IN THE OFFICE OF THE COUNTY RECORDER OF PLACER COUNTY, CALIFORNIA ON DECEMBER 19, 1892, IN BOOK "A" OF MAPS, PAGE 23 AND FILED MARCH 16, 1894, IN BOOK "A" OF MAPS, PAGE 22, OFFICIAL RECORDS.

APN: 008-135-004