

RESOLUTION NO. 10-40

A RESOLUTION OF THE RIDGECREST CITY COUNCIL ACCEPTING IRREVOCABLE OFFERS OF DEDICATION AND/OR TEMPORARY CONSTRUCTION EASEMENTS FROM PROPERTY OWNERS (GRANTORS) OF THE FOLLOWING APN'S: 477-060-44 (MARY E. STOKES), 477-060-16 (DONALD J. AND DONNA MAE HART), 478-091-18 & 478-091-19 (JEROME McMILLAN), 477-060-07 (KEO #7) 477-060-39 & 477-060-41 (PHOENIX ASSEST MANAGEMENT), IN THE CITY OF RIDGECREST, COUNTY OF KERN, STATE OF CALIFORNIA AND AUTHORIZING THE MAYOR TO SIGN THE CERTIFICATE'S OF ACCEPTANCE.

WHEREAS, the City of Ridgecrest is proposing reconstruction of Norma Street between Upjohn Avenue and Church Street; and

WHEREAS, this project will provide for both improvements and widening of the existing roadway; and

WHEREAS, the above Temporary Construction Easements and Irrevocable Offers of Dedications are necessary to construct the project, and

WHEREAS, the owners of the above properties, hereby grant to the City of Ridgecrest, easements for ingress, egress and road purposes on, over and across the described property; and

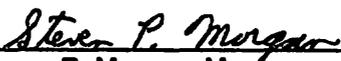
WHEREAS, the above described easements grants to the City of Ridgecrest the right to go on said property and to perform all acts necessary for the installation of said improvements; and

WHEREAS, the described easements are to be kept open, clear and from buildings, and structures of any kind; and

NOW THEREFORE LET IT BE RESOLVED, the City Council of the City of Ridgecrest does hereby accept the above Easements and authorize the Mayor, Steven P. Morgan, to execute the Certificates of Acceptance.

APPROVED AND ADOPTED this 19th day of May, 2010 by the following vote:

AYES: Mayor Morgan, Council Members Carter, Wiknich, Holloway, and Taylor
NOES: None
ABSENT: None
ABSTAIN: None



Steven P. Morgan, Mayor

ATTEST:

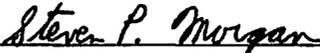


Rachel J. Ford/CMC
City Clerk

CERTIFICATE OF ACCEPTANCE

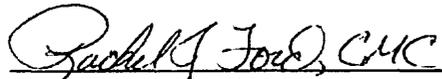
This is to certify that the interest in real property conveyed by Irrevocable Offer of Dedication dated _____, 2010 from _____ to the City of Ridgecrest, is hereby accepted by the undersigned officer or agent on behalf of the City of Ridgecrest, pursuant to the authority conferred by Resolution of the City Council of the City of Ridgecrest, adopted May 19, 2010, and the Grantee consents to Recordation thereof by it's duly authorized officer.

DATED:



Steven P. Morgan, Mayor

ATTEST:



Rachel J. Ford, CMC
City Clerk

RECORDING REQUESTED BY:

City of Ridgecrest, City Clerk
100 W. California Ave.
Ridgecrest, CA 93555-4054

APN: 477-060-44-00-2

IRREVOCABLE OFFER OF DEDICATION

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Mary E. Stokes, an Unmarried Woman, herein after called GRANTOR, hereby grants to the City of Ridgecrest, a political subdivision of the State of California, and Irrevocable Offer of Dedication, and to the PUBLIC IN GENERAL, a Public Access Easement for ingress, egress and road purposes, over and across the hereinafter described real property in the City of Ridgecrest, County of Kern, State of California.

SEE ATTACHED EXHIBIT "A"

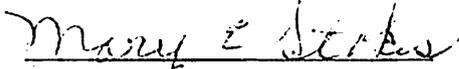
The Irrevocable Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City Council of the City of Ridgecrest.

This Irrevocable Offer of Dedication shall convey to the City of Ridgecrest upon its acceptance, a superior right of easement over any facility or facilities located within or under the aforementioned parcel of land. The above-described easement shall be kept open, clear and free from building or structures of any kind.

This Irrevocable Offer of Dedication may be terminated and the right to accept such offer abandoned in the same manner as is prescribed for the vacation of the street or highways by Part 3 of Division 9 of the Streets and Highways Code of the State of California.

This Irrevocable Offer of Dedication shall be irrevocable and shall be binding on GRANTOR, his heirs, executors, administrators, successors and assigns. The term, GRANTOR, as used herein shall include the plural as well as the singular number and the word "he" shall include the feminine and neuter gender as the case may be.

IN WITNESS THEREOF, GRANTOR has executed this Irrevocable Offer of Dedication this 15 day of April, 2010.


Mary E. Stokes

RECORDING REQUESTED BY:

City Clerk
City of Ridgecrest
100 W. California Ave.
Ridgecrest, CA 93555-4054

This instrument benefits
City, only. No fee required

APN: 477-060-44

TEMPORARY CONSTRUCTION EASEMENT

THIS CONVEYANCE is made on this 27 day of April 2010, by and between **MARY E. STOKES**, an Unmarried Woman, her heirs, executors, administrators, and assigns, all of which are hereinafter collectively referred to as Grantor, and the **CITY OF RIDGECREST**, a California Corporation, its successors, administrators, and assigns, all of which are hereinafter collectively referred to as Grantee.

GRANTOR hereby grants and conveys unto Grantee a temporary easement for the purposes of constructing, altering, extending, relocating, maintaining, and using public improvements, including, but not limited to, street pavements, curbs, sidewalks, drainage, driveways, and other appurtenances thereto and all necessary work associated therewith, including the right to trim, cut and/or remove trees, foliage and roots upon and from with the area, the relocation of utilities, the storage of materials, the operation of equipment, and the relocation of a fence in any part of said Construction Easement, over, under and through the following described real estate lying and situated in the County of Kern, State of California, to-wit:

**SEE EXHIBIT "A" ATTACHED HERETO
AND INCORPORATED HEREIN BY
THIS REFERENCE**

THIS CONSTRUCTION EASEMENT is executed, delivered, and granted upon the following conditions and considerations:

1. Grantee, its employees and agents, shall have the right of access at all times to enter upon the described real estate for the purposes herein described.
2. The rights granted herein shall commence on the day and year first above written and shall terminate and expire thirty (30) days after the construction is completed and the Notice of Completion is filed and Recorded at the Kern County Records' office by Grantee. It is also understood that upon said termination date the Grantee shall have no further obligation or liability in connection with said parcel.

3. Grantor hereby waives and releases Grantee, its employees and agents, from any and all claims for damage, known and unknown, foreseen and unforeseen, arising by reason of the use of the described real estate for the purposed herein described; provided, Grantee shall restore any disturbed property to Grantor to a neat and presentable condition. All such restoration shall be completed as soon as reasonable practicable.

4. This Easement is not a waiver of a claim for damage to or use of any property not restored promptly to Grantor, nor a waiver of any claim for personal injury made in accordance with the California Tort Claims Act.

5. This Easement shall apply to all interests in the described real estate, not owned or hereafter acquired or assigned by Grantor or Grantee; this covenant to run with the land.

IN WITNESS WHEREOF, Grantor has signed this conveyance on the day and year first above written.

Mary E Stokes
(Signature)

MARY E STOKES
(Print Name)

EXHIBIT "A"

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 27 SOUTH, RANGE 40 EAST, M.D.B.M., IN THE CITY OF RIDGECREST, COUNTY OF KERN, STATE OF CALIFORNIA, AS PER THE OFFICIAL PLAT THEREON ON FILE IN THE OFFICE OF THE SURVEYOR GENERAL, DESCRIBED AS FOLLOWS

BEGINNING 325 FEET NORTH OF THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 4, THENCE WEST 30 FEET TO THE TRUE POINT OF BEGINNING; THENCE WEST 10 FEET; THENCE NORTH 85 FEET; THEN EAST 10 FEET; THENCE SOUTH 85 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 27 SOUTH, RANGE 40 EAST, M.D.B.M., IN THE CITY OF RIDGECREST, COUNTY OF KERN, STATE OF CALIFORNIA, AS PER THE OFFICIAL PLAT THEREON ON FILE IN THE OFFICE OF THE SURVEYOR GENERAL, DESCRIBED AS FOLLOWS

BEGINNING 325 FEET NORTH OF THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 4, THENCE WEST 30 FEET; THENCE NORTH 85 FEET; THEN EAST 30 FEET; THENCE SOUTH 85 FEET TO THE POINT OF BEGINNING.

477-06

E 1/2 OF SE 1/4 OF NW 1/4 OF SEC. 4 T. 27 S. R. 40 E.

SCHOOL DIST. 10-2

477-06

BK478

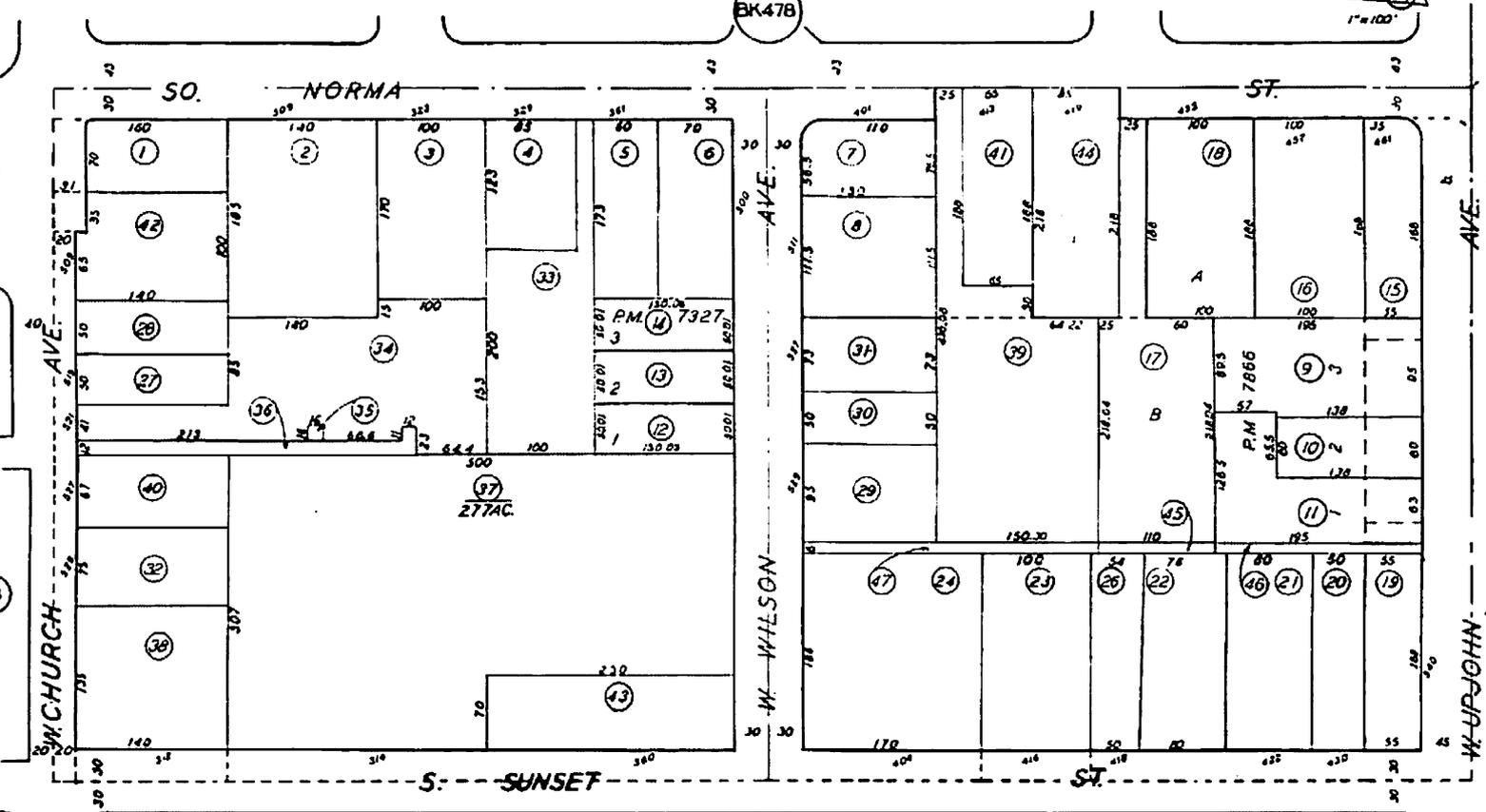
1"=100'

Center of Sec.

BK478

11

08



BK479

EXHIBIT 'A'

05

Revised: Mar 10, 2010

15

Note: This map is for assessment purposes only. It is not to be construed as portraying legal ownership or divisions of land for purposes of zoning or subdivision law.

ASSESSORS MAP NO. 477-06
COUNTY OF KERN

RECORDING REQUESTED BY:

City of Ridgecrest, City Clerk
100 W. California Ave.
Ridgecrest, CA 93555-4054

APN: 477-060-39
477-060-41

IRREVOCABLE OFFER OF DEDICATION

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Phoenix Asset Management, Inc., herein after called GRANTOR, hereby grants to the City of Ridgecrest, a political subdivision of the State of California, and Irrevocable Offer of Dedication, and to the PUBLIC IN GENERAL, a Public Access Easement for ingress, egress and road purposes, over and across the hereinafter described real property in the City of Ridgecrest, County of Kern, State of California.

SEE ATTACHED EXHIBIT "A"

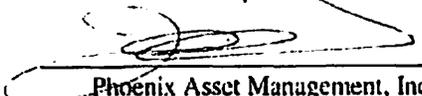
The Irrevocable Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City Council of the City of Ridgecrest.

This Irrevocable Offer of Dedication shall convey to the City of Ridgecrest upon its acceptance, a superior right of easement over any facility or facilities located within or under the aforementioned parcel of land. The above-described easement shall be kept open, clear and free from building or structures of any kind.

This Irrevocable Offer of Dedication may be terminated and the right to accept such offer abandoned in the same manner as is prescribed for the vacation of the street or highways by Part 3 of Division 9 of the Streets and Highways Code of the State of California.

This Irrevocable Offer of Dedication shall be irrevocable and shall be binding on GRANTOR, his heirs, executors, administrators, successors and assigns. The term, GRANTOR, as used herein shall include the plural as well as the singular number and the word "he" shall include the feminine and neuter gender as the case may be.

IN WITNESS THEREOF, GRANTOR has executed this Irrevocable Offer of Dedication this 8th day of April, 2010.


Phoenix Asset Management, Inc. Jean Skygen

RECORDING REQUESTED BY:

City Clerk
City of Ridgecrest
100 W. California Ave.
Ridgecrest, CA 93555-4054

This instrument benefits
City, only. No fee required

APN: 477-060-39

APN: 477-060-41

TEMPORARY CONSTRUCTION EASEMENT

THIS CONVEYANCE is made on this 8th day of April 2010, by and between **PHOENIX ASSET MANAGEMENT, INC.**, its successors, administrators, and assigns herein after referred to as Grantor, and the **CITY OF RIDGECREST**, a California Corporation, its successors, administrators, and assigns, all of which are hereinafter collectively referred to as Grantee.

GRANTOR hereby grants and conveys unto Grantee a temporary easement for the purposes of constructing, altering, extending, relocating, maintaining, and using public improvements, including, but not limited to, street pavements, curbs, sidewalks, drainage, and other appurtenances thereto and all necessary work associated therewith, including the right to trim, cut and/or remove trees, foliage and roots upon and from within the area, the relocation of utilities, the storage of materials, the operation of equipment, and the movement of a work fence in any part of said Construction Easement, over, under and through the following described real estate lying and situated in the County of Kern, State of California, to-wit:

**SEE EXHIBIT "A" ATTACHED HERETO
AND INCORPORATED HEREIN BY
THIS REFERENCE**

THIS CONSTRUCTION EASEMENT is executed, delivered, and granted upon the following conditions and considerations:

1. Grantee, its employees and agents, shall have the right of access at all times to enter upon the described real estate for the purposes herein described.
2. The rights granted herein shall commence on the day and year first above written and shall terminate and expire thirty (30) days after the construction is completed and the Notice of Completion is filed and Recorded at the Kern County Recorders' office by Grantee. It is also understood that upon said termination date the Grantee shall have no further obligation or liability in connection with said parcel.

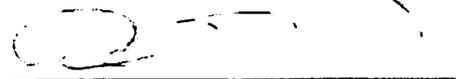
3. Grantor hereby waives and releases Grantee, its employees and agents, from any and all claims for damage, known and unknown, foreseen and unforeseen, arising by reason of the use of the described real estate for the purposed herein described; provided, Grantee shall restore any disturbed property to Grantor to a neat and presentable condition. All such restoration shall be completed as soon as reasonable practicable.

4. This Easement is not a waiver of a claim for damage to or use of any property not restored promptly to Grantor, nor a waiver of any claim for personal injury made in accordance with the California Tort Claims Act.

5. This Easement shall apply to all interests in the described real estate, not owned or hereafter acquired or assigned by Grantor or Grantee; this covenant to run with the land.

IN WITNESS WHEREOF, Grantor has signed this conveyance on the day and year first above written.

PHOENIX ASSET MANAGEMENT, INC.



(Signature)

Jean Stuyyeh

(Print Name)

President

(Title)

EXHIBIT "A"

Real property in the City of RIDGECREST, County of Kern, State of California, described as follows:

THAT PORTION OF THE SE 1/4 OF NW 1/4 OF SECTION 4, TOWNSHIP 27 SOUTH, RANGE 40 EAST, M.D.B., IN THE CITY OF RIDGECREST, COUNTY OF KERN, STATE OF CALIFORNIA, AS PER THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE SURVEYOR GENERAL, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 410 FEET NORTH OF THE SOUTHEAST CORNER OF THE NW 1/4 OF SECTION 4, THENCE 90 FEET NORTH, THENCE 30 FEET WEST, THENCE 90 FEET SOUTH, THENCE 30 FEET EAST, TO THE POINT OF BEGINNING.

Handwritten mark

EXHIBIT "A"

Real property in the City of RIDGECREST, County of Kern, State of California, described as follows:

THAT PORTION OF THE SE 1/4 OF NW 1/4 OF SECTION 4, TOWNSHIP 27 SOUTH, RANGE 40 EAST, M.D.B., IN THE CITY OF RIDGECREST, COUNTY OF KERN, STATE OF CALIFORNIA:

BEGINNING AT A POINT 410 FEET NORTH OF THE SOUTHEAST CORNER OF THE NW QUARTER OF SECTION 4, THENCE 30 FEET WEST TO THE TRUE POINT OF BEGINNING, THENCE 5 FEET WEST, THENCE 90 FEET NORTH, THENCE 5 FEET EAST, THENCE 90 FEET SOUTH ENDING AT THE POINT OF BEGINNING.

477-06

E 1/2 OF SE 1/4 OF NW 1/4 OF SEC. 4 T. 27 S. R. 40 E.

SCHOOL DIST. 10-2

477-06

BK478

1"=100'

Center of Sec.

BK478

11

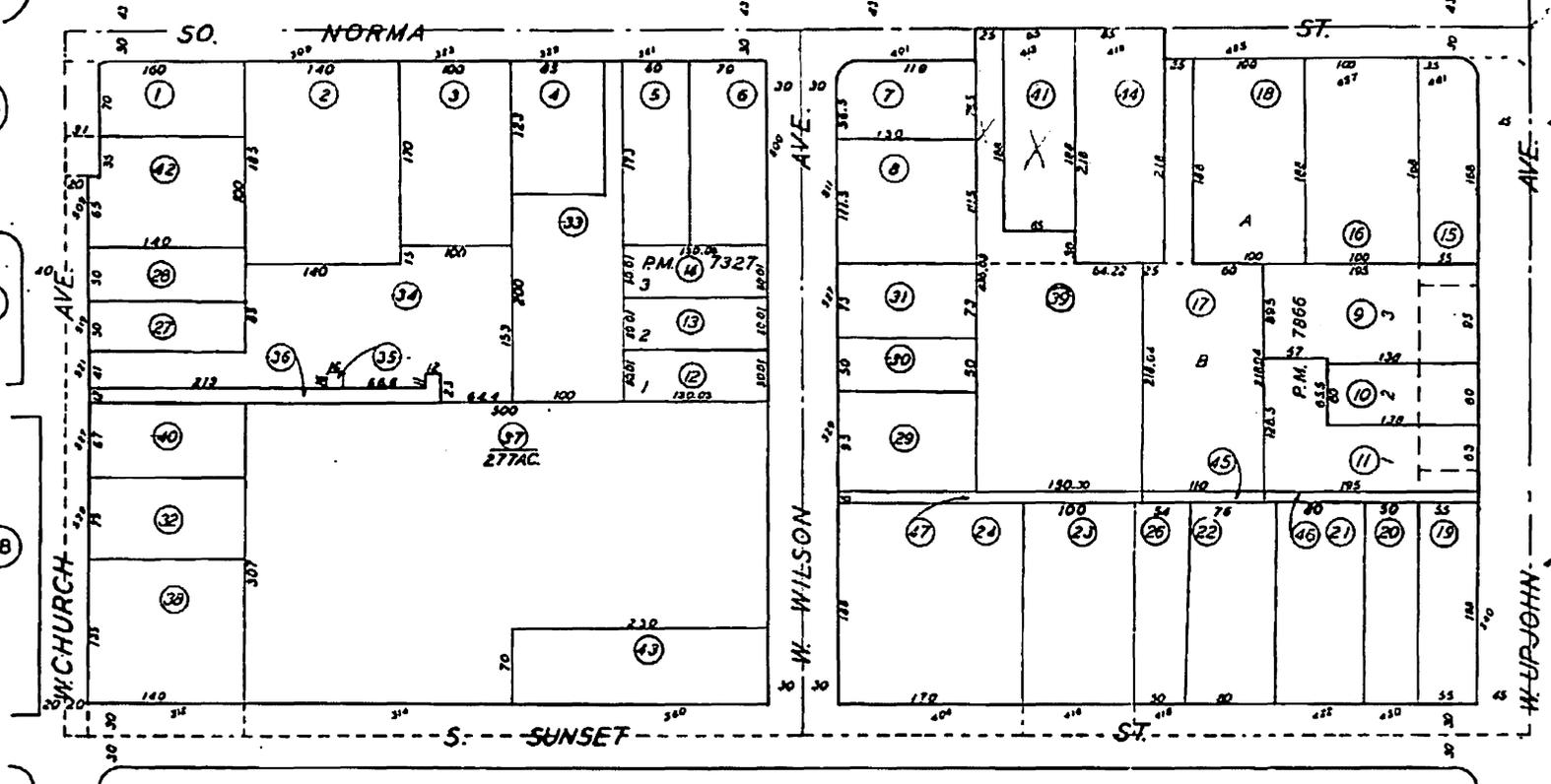
08

05

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BK479

EXHIBIT 'A'



Revised: Mar. 10 2010

Note: This map is for measurement purposes only. It is not to be construed as portraying legal ownership or divisions of land for purposes of zoning or subdivision law.

ASSESSORS MAP NO. 477-06
COUNTY OF KERN

RECORDING REQUESTED BY:

City Clerk
City of Ridgecrest
100 W. California Ave.
Ridgecrest, CA 93555-4054

This instrument benefits
City, only. No fee required

APN: 478-091-18

APN: 478-091-19

TEMPORARY CONSTRUCTION EASEMENT

THIS CONVEYANCE is made on this 10 day of February 2010 by and between **JEROME MCMILLAN**, his heirs, executors, administrators, and assigns, all of which are hereinafter collectively referred to as Grantor, and the **CITY OF RIDGECREST**, a California Corporation, its successors, administrators, and assigns, all of which are hereinafter collectively referred to as Grantee.

GRANTOR hereby grants and conveys unto Grantee a temporary easement for the purposes of constructing, altering, extending, relocating, maintaining, and using public improvements, including, but not limited to the construction of sidewalks, drainage and the relocation of an existing fence, as well as all necessary work associated there within any part of said Construction Easement, over, under and through the following described real estate lying and situated in the County of Kern, State of California, to-wit:

SEE **EXHIBIT "A"** ATTACHED HERETO
AND INCORPORATED HEREIN BY
THIS REFERENCE

THIS CONSTRUCTION EASEMENT is executed, delivered, and granted upon the following conditions and considerations:

1. Grantee, its employees and agents, shall have the right of access at all times to enter upon the described real estate for the purposes herein described.

2. The rights granted herein shall commence on the day and year first above written and shall terminate and expire thirty (30) days after the construction is completed and the Notice of Completion is filed and Recorded at the Kern County Records' office by Grantee. It is also understood that upon said termination date the Grantee shall have no further obligation or liability in connection with said parcel.

3. Grantor hereby waives and releases Grantee, its employees and agents, from any and all claims for damage, known and unknown, foreseen and unforeseen, arising by reason of the use of the described real estate for the purposed herein described; provided, Grantee shall restore any disturbed property to Grantor to a neat and presentable condition. All such restoration shall be completed as soon as reasonable practicable.

4. This Easement is not a waiver of a claim for damage to or use of any property not restored promptly to Grantor, nor a waiver of any claim for personal injury made in accordance with the California Tort Claims Act.

5. This Easement shall apply to all interests in the described real estate, not owned or hereafter acquired or assigned by Grantor or Grantee; this covenant to run with the land.

IN WITNESS WHEREOF, Grantor has signed this conveyance on the day and year first above written.



(Signature)

JEROME E. McMURDO

(Print Name)

EXHIBIT "A"

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 27 SOUTH,
RANGE 40 EAST, M.D.B.M., IN THE CITY OF RIDGECREST, DESCRIBED AS FOLLOWS:

THE WEST 2 FEET OF LOT 25 OF RECORDED TRACT MAP 1275, AS RECORDED IN BOOK 5
OF MAPS, PAGE 120 ON THE 3RD DAY OF JANUARY 1946 IN THE KERN COUNTY
RECORDERS OFFICE.

RECORDING REQUESTED BY:

City of Ridgecrest, City Clerk
100 W. California Ave.
Ridgecrest, CA 93555-4054

APN: 477-060-16

IRREVOCABLE OFFER OF DEDICATION

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Donna Mae Hart, an Single Woman and Dennis J. Hart, a single man as joint tenants with right of survivorship herein after called GRANTOR, hereby grants to the City of Ridgecrest, a political subdivision of the State of California, and Irrevocable Offer of Dedication, and to the PUBLIC IN GENERAL, a Public Access Easement for ingress, egress and road purposes, over and across the hereinafter described real property in the City of Ridgecrest, County of Kern, State of California.

SEE ATTACHED EXHIBIT "A"

The Irrevocable Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City Council of the City of Ridgecrest.

This Irrevocable Offer of Dedication shall convey to the City of Ridgecrest upon its acceptance, a superior right of easement over any facility or facilities located within or under the aforementioned parcel of land. The above-described easement shall be kept open, clear and free from building or structures of any kind.

This Irrevocable Offer of Dedication may be terminated and the right to accept such offer abandoned in the same manner as is prescribed for the vacation of the street or highways by Part 3 of Division 9 of the Streets and Highways Code of the State of California.

This Irrevocable Offer of Dedication shall be irrevocable and shall be binding on GRANTOR, his heirs, executors, administrators, successors and assigns. The term, GRANTOR, as used herein shall include the plural as well as the singular number and the word "he" shall include the feminine and neuter gender as the case may be.

IN WITNESS THEREOF, GRANTOR has executed this Irrevocable Offer of Dedication this 21st day of April, 2010.

Donna Mae Hart
Donna Mae Hart

Dennis J. Hart
Dennis J. Hart

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of **CALIFORNIA**

County of Kern

On April 21, 2010 before me, Karen G. Harker, Notary Public,
(Name & Title of Notary - "Mary Smith, Notary Public")

personally appeared Donna Mae Hart,

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.
Karen G. Harker, Notary Public
Signature of Notary Public



Optional - DESCRIPTION of ATTACHED DOCUMENT

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

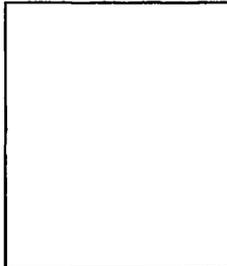
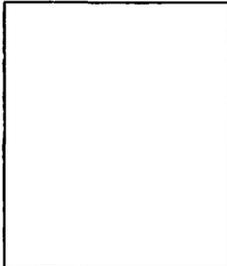
Signer (s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

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

Right Thumbprint of

Right Thumbprint of



Signer is representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

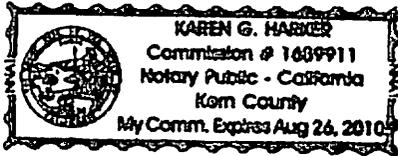
State of **CALIFORNIA**

County of Kern

On April 21, 2010 before me, Karen G. Harker, Notary Public,
(Name & Title of Notary - "Mary Smith, Notary Public)

personally appeared Dennis J. Hart,

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.
Karen G. Harker, Notary Public
Signature of Notary Public

Optional - 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

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

Right Thumbprint of _____	Right Thumbprint of _____

Signer is representing: _____

EXHIBIT "A"

REAL PROPERTY DESCRIBED AS THE NORTH 100 FEET OF THE SOUTH 200 FEET OF
THE EAST 30 FEET OF THE NORTHWEST ONE-QUARTER, SECTION 4 TOWNSHIP 27
SOUTH, RANGE 40 EAST. M.D.B.M., COUNTY OF KERN STATE OF CALIFORNIA

11. X

RECORDING REQUESTED BY:

City Clerk
City of Ridgecrest
100 W. California Ave.
Ridgecrest, CA 93555-4054

This instrument benefits
City, only. No fee required

APN: 477-060-07

TEMPORARY CONSTRUCTION EASEMENT

THIS CONVEYANCE is made on this 5th day of April 2010, by and between **KEO #7, A CA, LLC**, its successors, administrators, and assigns herein after referred to as Grantor, and the **CITY OF RIDGECREST**, a California Corporation, its successors, administrators, and assigns, all of which are hereinafter collectively referred to as Grantee.

GRANTOR hereby grants and conveys unto Grantee a temporary easement for the purposes of constructing, altering, extending, relocating, maintaining, and using public improvements, including, but not limited to, street pavements, curbs, sidewalks, drainage, and other appurtenances thereto and all necessary work associated therewith, the relocation of utilities, the storage of materials, the operation of equipment, and the movement of a work fence in any part of said Construction Easement, over, under and through the following described real estate lying and situated in the County of Kern, State of California, to-wit:

**SEE EXHIBIT "A" ATTACHED HERETO
AND INCORPORATED HEREIN BY
THIS REFERENCE**

THIS CONSTRUCTION EASEMENT is executed, delivered, and granted upon the following conditions and considerations:

1. Grantee, its employees and agents, shall have the right of access at all times to enter upon the described real estate for the purposes herein described.
2. The rights granted herein shall commence on the day and year first above written and shall terminate and expire thirty (30) days after the construction is completed and the Notice of Completion is filed and Recorded at the Kern County Recorders' office by Grantee. It is also understood that upon said termination date the Grantee shall have no further obligation or liability in connection with said parcel.

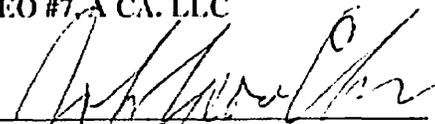
3. Grantor hereby waives and releases Grantee, its employees and agents, from any and all claims for damage, known and unknown, foreseen and unforeseen, arising by reason of the use of the described real estate for the purposed herein described; provided, Grantee shall restore any disturbed property to Grantor to a neat and presentable condition. All such restoration shall be completed as soon as reasonable practicable.

4. This Easement is not a waiver of a claim for damage to or use of any property not restored promptly to Grantor, nor a waiver of any claim for personal injury made in accordance with the California Tort Claims Act.

5. This Easement shall apply to all interests in the described real estate, not owned or hereafter acquired or assigned by Grantor or Grantee; this covenant to run with the land.

IN WITNESS WHEREOF, Grantor has signed this conveyance on the day and year first above written.

KEO #7-A CA. LLC



(Signature)

John Jason Chun

(Print Name)

OWNER

(Title)

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT CONSISTING OF PARCELS 1 & 2. SAID LAND LOCATED IN THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 27 SOUTH, RANGE 40 EAST, M.D.B.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

A STRIP OF LAND BEING THE WEST 5 FEET OF THE EAST 35 FEET OF THE SOUTH 130 FEET OF THE NORTH 160 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 27 SOUTH, RANGE 40 EAST, M.D.B.M. EXCEPTING PARCEL 2 AS DESCRIBED BELOW.

PARCEL 2

A 5 FOOT STRIP OF LAND SOUTHWEST OF THE 20 FOOT RADIUS CURVE. SAID CURVE BEING THE NORTHEAST BOUNDARY OF SAID 5 FOOT STRIP OF LAND, AS DESCRIBED IN PARCEL 3 OF AN EASEMENT OR RIGHT OF WAY FOR PUBLIC HIGHWAY PURPOSES, RECORDED IN BOOK 3258 PAGE 520 OF OFFICIAL RECORDS. EXCEPTING PARCEL 1 AS DESCRIBED ABOVE.

477-06

E 1/2 OF SE 1/4 OF NW 1/4 OF SEC. 4 T. 27 S. R. 40 E

SCHOOL DIST. 10-2

477-06

BK478

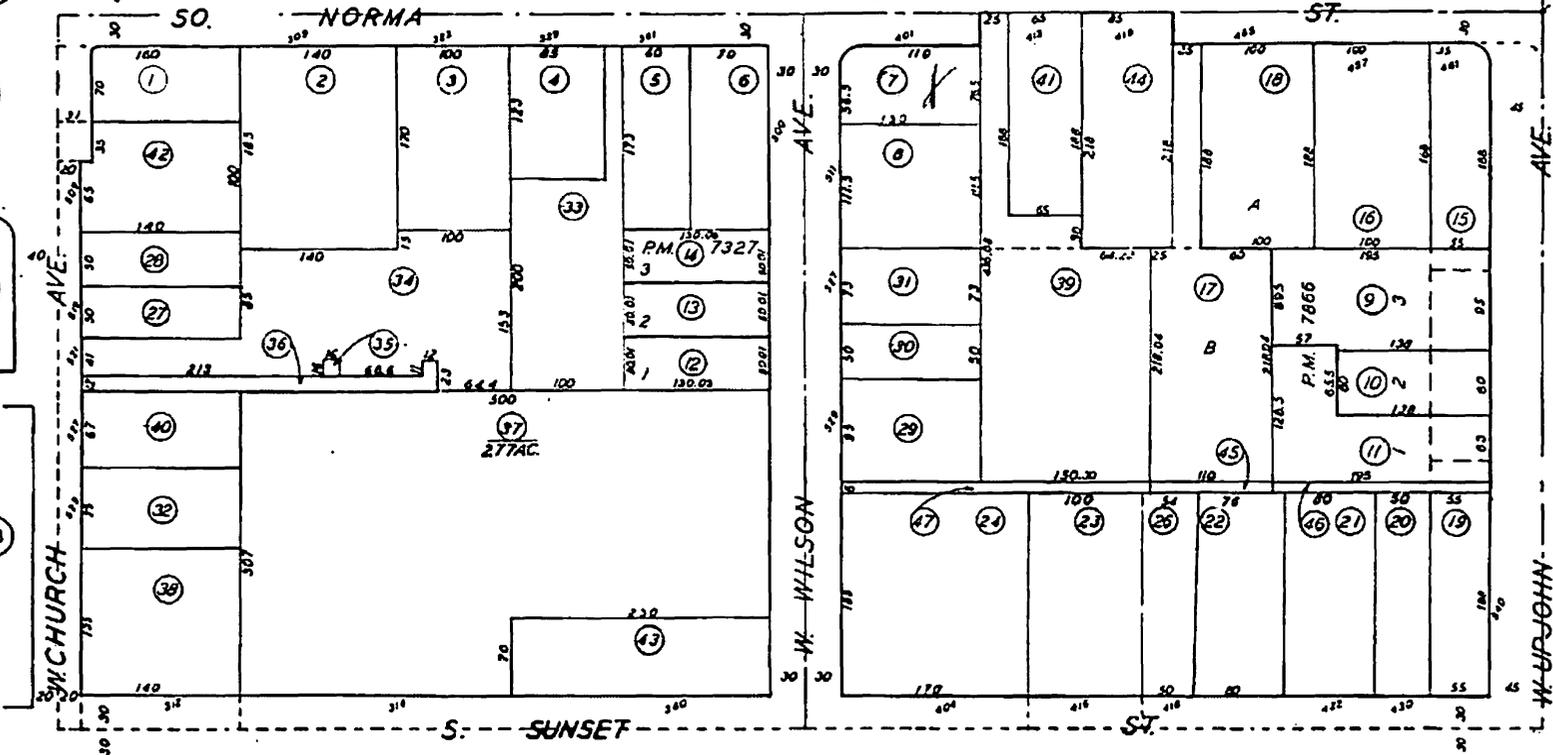


Center of Sec.

BK478

11

08



BK479

Exhibit 'A'

05

Revised: Mar. 10 2010

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Note: This map is for assessment purposes only. It is not to be construed as portraying legal ownership or divisions of land for purposes of zoning or subdivision law.

ASSESSORS MAP NO. 477-06
 COUNTY OF KERN