

AVENUE 416 FRESNO COUNTY LINE TO ROAD 56 WIDENING PROJECT

Owner: Michael Penner, a married man as his sole and separate property, as to the remainder

APN: 012-160-033 & 012-160-034

**AGREEMENT FOR PURCHASE
OF REAL PROPERTY**

Fee and Temporary Construction Easement

THIS AGREEMENT is made and entered into by and between the COUNTY OF TULARE, hereinafter referred to as COUNTY, MICHEAL PENNER, a Married man as his sole and separate property, as to the remainder, hereinafter referred to as OWNER.

Whereas, OWNER has conditionally delivered to COUNTY, an executed Grant Deed conveying the real property (hereinafter referred to as the PROPERTY) described therein to COUNTY with regard to the following:

- A. COUNTY requires the PROPERTY, a property not now appropriated to a public use, for constructing or improving a public roadway project known as the Avenue 416 Fresno County to Road 56 Widening Project, a public use. Said PROPERTY is described in Exhibit "A" and depicted in Exhibit "B" attached hereto.
- B. Because COUNTY may exercise the power of eminent domain to acquire, OWNER is compelled to sell; and because COUNTY requires the property for the Public Project, COUNTY is compelled to buy. As such, the acquisition of the PROPERTY is an involuntary conversion of the PROPERTY from private to public use.
- C. Both OWNER and COUNTY recognize the expense, time, effort, and risk to both OWNER and COUNTY in resolving a dispute over compensation for the PROPERTY by eminent domain litigation; and the compensation set forth herein is in compromise and settlement, in lieu of such litigation.
- D. To facilitate project construction related activities, COUNTY also desires to purchase a Temporary Construction Easement over and across portions of OWNER's Real Property. Said Temporary Construction Easement (TCE) is described in Exhibit "A-1" and depicted in Exhibit "B-1" attached hereto and which shall commence on date of possession in paragraph 5 below and expire upon satisfactory completion of said construction project or a period of 2 years, whichever occurs first. Said easement is subject to extensions as stated in paragraph 6 below.

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E. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said Grant Deed and TCE and shall relieve COUNTY of all further obligation or claims of whatever kind or nature on this account, or on account of the construction of the proposed public improvement in the manner proposed, including, but not limited to, claims arising out of its location, grade, or restriction of private access rights. OWNER acknowledges that COUNTY has informed OWNER as to the plans for the construction of the proposed public improvement in the manner proposed.

The parties do hereby agree as follows:

1. DEMISE OF PROPERTY

OWNER agrees to sell to COUNTY and COUNTY agrees to purchase from OWNER pursuant to the terms and conditions set forth in this AGREEMENT, the real property interests identified herein and collectively referred to as the PROPERTY, whereas said PROPERTY is required for the construction of the Avenue 416 Fresno County to Road 56 Project, hereinafter referred to as the "PROJECT".

2. PURCHASE PRICE AND ESCROW

COUNTY shall pay OWNER the sum of \$41,779.00, the "Purchase Price", for the PROPERTY and TCE, which the parties agree includes and is allocated as follows:

The sum of \$ 2,802.00 , for fee title

The sum of \$ 37,087.00 for severance damages

The sum of \$ 1,890.00 for the use of a Temporary Construction Easement conveyance term of 2 years

Total compensation of \$41,799.00.

The Escrow Agent shall deliver the Purchase Price to OWNER when title to the property rights vest in COUNTY free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases (recorded and/or unrecorded), and taxes unless otherwise indicated in the Escrow Instructions.

This transaction shall be handled through an escrow at Chicago Title Company, hereinafter "Escrow Agent", under Escrow Number 5405-4921370, hereinafter "Escrow", located at 211 East Caldwell Avenue, Visalia Ca 93277.

3. DELIVERY OF DOCUMENTS/ESCROW

The Grant Deed, Temporary Construction Easement and Escrow Instructions shall be executed and delivered by OWNER to COUNTY for the purpose of placing them into Escrow. COUNTY shall not be deemed to have accepted delivery of the PROPERTY until such time as the Grant

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Deed is recorded in the Official Records of the County of Tulare, California. The Temporary Construction Easement, if used, may or may not be recorded, as determined by COUNTY. COUNTY shall pay all costs to close Escrow, including escrow fees, reconveyance fees, document preparation fees, delivery charges, and recording fees as may be incurred in this transaction.

4. PAYMENT OF MORTGAGE OR DEED OF TRUST

Upon demand by a mortgagee under a mortgage, or a beneficiary under a deed of trust, recorded against the PROPERTY, made in writing to COUNTY prior to the close of Escrow, COUNTY may, through Escrow, make payable to the mortgagee or beneficiary entitled there under, an amount not to exceed the Purchase Price under this AGREEMENT. If this section is made applicable by the demand above described, then the mortgagee or beneficiary shall, at the close of Escrow, furnish the OWNER with good and sufficient receipt showing the monies thus tendered through Escrow credited against the indebtedness secured by said mortgage or deed of trust.

5. POSSESSION

OWNER agrees and hereby grants to COUNTY and its authorized agents and contractors permission to enter upon the PROPERTY described herein for purposes of performing activities related to and incidental to the construction of the PROJECT, inclusive of the right to remove and dispose of any improvements, prior to the OWNER receiving the Purchase Price. Such possession and use of the PROPERTY by COUNTY may commence on the date of full execution of this agreement by all parties.

6. OPTION TO EXTEND TEMPORARY CONSTRUCTION EASEMENT

OWNER agrees that upon the expiration of the TCE, COUNTY has the option to extend the term of the TCE as to the entire TCE area, or any portion thereof, for up to 24 months. The rate for the extended use of the TCE area shall be \$945.00 per year. COUNTY shall provide OWNER with the written notice of its intent to extend the term of the TCE at least thirty (30) days prior to the expiration of the TCE.

7. RESTORATION OF TEMPORARY CONSTRUCTION EASEMENT AREA

Upon completion of the project, COUNTY shall restore, replace or cause to be replaced said TCE area to a similar or like condition to that existing on the date of this Agreement. COUNTY agrees to coordinate its construction activities in a way that minimizes interference with OWNER's operations on OWNER's real property outside the FEE and TCE area (Remainder).

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8. RECONSTRUCTION OF OWNER'S REMAINDER PROPERTY

OWNER further understands and agrees that included in the amount shown in Clause 2 above are monies being paid to OWNER to perform the following work:

See Exhibit "C" – Special Provisions

COUNTY will also, at time of project construction and at no expense to OWNER, construct new driveway approach, as necessary, to serve the property remainder.

9. LEASE WARRANTY

OWNER warrants there are no oral or written leases on any portion of the PROPERTY except with N/A, and OWNER further agrees to hold COUNTY harmless and reimburse COUNTY for any and all of its losses and expenses occasioned by reason of any lease of said Land by any tenant of OWNER.

10. COUNTY'S USE AND LIABILITY

COUNTY shall indemnify, defend, and hold harmless OWNER, its directors, officers, affiliates, agents, and employees from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, caused by COUNTY's activities allowed by this Agreement except and in proportion to the extent caused by an act or omission of OWNER or OWNER's agents, representatives, employees, consultants and/or contractors. The foregoing indemnity shall also be inapplicable to any adverse condition or defect on or affecting the PROPERTY not caused by COUNTY or its employees, agents, contractors, or subcontractors but discovered or impacted during their activities; provided, however, that COUNTY's indemnification obligations shall apply to the extent such adverse condition or defect is exacerbated by COUNTY's actions.

Furthermore and subject to the work outlined in Clause 8 above, COUNTY agrees to assume responsibility for any damages to OWNER's Remainder Property caused by reason of COUNTY's use of the PROPERTY under this AGREEMENT, and will, at COUNTY's option, either repair or pay for such damage.

11. NOTICES

Any notice that either party may or is required to give the other shall be in writing, and shall be either personally delivered or sent by regular U.S. Mail, to the following address:

TO COUNTY:
General Services
Property Management
5953 So. Mooney Boulevard
Visalia, CA 93277

TO OWNER:
Michael Penner
P. O. Box 209
Reedley, Ca 93654

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12. SEVERABILITY

If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being impaired.

13. GOVERNING LAW

This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California.

14. PUBLIC PURPOSE

COUNTY requires the PROPERTY for the PROJECT, and COUNTY can seek to acquire the PROPERTY through the exercise of its power of eminent domain.

15. AUTHORITY AND EXECUTION

This AGREEMENT, which is valid, only when executed by COUNTY, constitutes the complete understanding and agreement of the parties hereto and no oral representation shall in any manner vary the terms hereof or be binding.

16. ESCROW

While OWNER and COUNTY anticipate that escrow will close as provided herein, in the event that a dispute arises during the course of said escrow between OWNER, COUNTY and/or the escrow holder, or between OWNER and any third-party claimant to any or all of the proceeds of said escrow, and it becomes necessary for COUNTY to file a condemnation action then:

A. COUNTY shall remain in possession and the compensation provided for in this agreement shall draw interest as prescribed at the apportionment rate calculated by the Controller as the rate of earning by the Surplus Money Investment Fund for each six-month period. OWNER shall be entitled to receive interest on the sum received as compensation pursuant to this agreement for OWNER's interest in the Property beginning at the date of possession provided for in Paragraph 5 herein.

B. OWNER waives all claims and defenses challenging COUNTY's right to acquire the PROPERTY by eminent domain in the event that COUNTY files any subsequent eminent domain proceeding, and agrees that the COUNTY has the right to acquire the PROPERTY by eminent domain and that the public interest and necessity require the project; the project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; the PROPERTY is necessary for the project; and an offer in an amount no less than the full amount of the COUNTY's approved appraisal was made to OWNER.

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OWNER agrees that the total amount of compensation that shall be awarded is the sum provided in Paragraph 2 plus interest as provided in Paragraph 16 A herein.

17. OWNER'S INDEMNIFICATION

OWNER covenants and agrees to indemnify and hold COUNTY harmless from any and all claims that third parties may make or assert with respect to the title to the property and any improvements therein. The OWNER's obligation to the indemnify COUNTY shall not exceed the purchase price.

18. INDEMNITY AND HOLD HARMLESS CLAUSE RELATING TO HAZARDOUS SUBSTANCES

OWNER warrants that, to the best of OWNER's knowledge, the PROPERTY (including surface and subsurface soils, groundwater on and underneath the Property) is free of petroleum products, and other hazardous materials (including, without limitation, "hazardous substances," "hazardous materials," or "toxic substances" as defined by Section 311 of the Clean Water Act (33 U.S.C. section 1251, et seq.), Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. section 9601 et seq.) and "Hazardous waste and substances" as defined by Sections 25117 and 25316 of the California Health and Safety Code. County reserves the right, however, to require OWNER to remediate, and/or pay remediation costs relating to, hazardous substance which OWNER knew or should have known existed or was present at the Subject Property, and failed to disclose. OWNER agrees to indemnify and hold COUNTY harmless against any and all claims arising out of the existence of hazardous substances or hazardous waste in the soil or ground water.

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AVENUE 416 FRESNO COUNTY LINE TO ROAD 56 WIDENING PROJECT

19. ENTIRE AGREEMENT

The performance of this AGREEMENT constitutes the entire consideration for the conveyances from OWNER and shall relieve COUNTY of all further obligation or claim on this account, or on account of the location, grade or construction of the proposed public improvement and related facilities and/or structures.

No addition or modification of any term or provision shall be effective unless set forth in writing and signed by both OWNER and COUNTY.

This AGREEMENT shall bind the respective heirs, personal representatives, successors, and assigns of the parties hereto.


IN WITNESS WHEREOF, the parties have executed this AGREEMENT as follows:

Dated this _____ day of _____, 2015

OWNER:

Michael Penner, a married man as his sole and separate property, as to the remainder

BY: _____

BY: 

Title: Michael Penner

COUNTY OF TULARE

Dated this _____ day of _____, 2015

BY _____
Chairman, Board of Supervisors

Recommended By:

Approved as to Form:
County Counsel

Robert Newby
Property Manager


By: Deputy County Counsel
2014858

AVENUE 416 FRESNO COUNTY LINE TO ROAD 56 WIDENING PROJECT

EXHIBIT "A"

"Exhibit A"

Avenue 416
Right of Way
APN: 012-160-034
Owner: Penner

That portion of Lot 8 of the Level Orchard Land Colony, per map recorded in Volume 3 of Maps, at Page 44, Tulare County Records, situated in the Southwest quarter of the Southwest quarter, of Section 10, Township 16 South, Range 23 East, Mount Diablo Base and Meridian, in County of Tulare, State of California, according to the official plat thereof, more particularly described as follows;

Commencing for reference at the Southwest corner of said Southwest quarter of Section 10;

Thence, South $89^{\circ}11'36''$ East, along the South line of said Southwest quarter, 169.38 feet;

Thence, at right angles, North $0^{\circ}48'24''$ East, 40.00 feet, to a point situated on the existing North right of way line of Avenue 416, which line is parallel with and distant 40.00 feet North, measured at right angles from, said South line of the Southwest quarter, to the TRUE POINT OF BEGINNING of the portion to be described;

Thence, North $0^{\circ}07'01''$ West, parallel to the West line of said Southwest quarter, 2.21 feet;

Thence, South $84^{\circ}39'17''$ East, 8.95 feet, to a point situated on line, which is parallel with and distant 41.50 feet North, measured at right angles from, said South line of the Southwest quarter;

Thence, South $89^{\circ}11'36''$ East, along said parallel line, 1137.26 feet, to a point situated on the East line of said Southwest quarter of the Southwest quarter;

Thence, South $0^{\circ}06'59''$ East, along the East line of said Southwest quarter of the Southwest quarter, 1.50 feet, to a point situated on said existing North right of way line of Avenue 416;

Thence, North $89^{\circ}11'36''$ West, along said existing North right of way line of Avenue 416, a distance of 1146.17 feet, to the TRUE POINT OF BEGINNING.

TOGETHER WITH that portion of said Southwest quarter of the Southwest quarter, more particularly described as follows;

Commencing for reference at the Southwest corner of said Southwest quarter of Section 10;

Thence, North $0^{\circ}07'01''$ West, along the West line of said Southwest quarter, 164.70 feet, to the TRUE POINT OF BEGINNING, of the portion to be described;



Thence, continuing North 0°07'01" West, along said West line of the Southwest quarter, 458.32 feet;

Thence, at right angles, North 89°52'59" East, 20.00 feet, to a point situated on the existing East right of way line of Road 48, which line is parallel with and distant 20.00 East, measured at right angles from, said West line of the Southwest quarter;

Thence, South 0°07'01" East, along said right of way line, 458.32 feet;

Thence, at right angles, South 89°52'59" West, 20.00 feet, to the TRUE POINT OF BEGINNING.

Said description contains 10,890 square feet (0.25 acres) more or less

[Fee Acquisition: 1,723 square feet (0.04 acres) more or less

[Underlying Fee Area: 9,168 square feet (0.21 acres) more or less]

The bearings and distances in this description are based on the California State Plane Coordinate System, NAD83, Zone 4. All distances are grid distances. To convert the grid distances to ground distances, divide the grid distances by the combined scale factor of 0.99993092. All areas listed are ground areas.

Quad Knopf, Inc. 06/20/14

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"Exhibit A"

Avenue 416
Right of Way
APN: 012-160-033
Owner: Penner

That portion of Lot 8 of the Level Orchard Land Colony, per map recorded in Volume 3 of Maps, at Page 44, Tulare County Records, situated in the Southwest quarter of the Southwest quarter, of Section 10, Township 16 South, Range 23 East, Mount Diablo Base and Meridian, in County of Tulare, State of California, according to the official plat thereof, more particularly described as follows;

Commencing for reference at the Southwest corner of said Southwest quarter of Section 10;

Thence, South $89^{\circ}11'36''$ East, along the South line of said Southwest quarter, 169.38 feet;

Thence, at right angles, North $0^{\circ}48'24''$ East, 40.00 feet, to a point situated on the existing North right of way line of Avenue 416, which line is parallel with and distant 40.00 feet North, measured at right angles from, said South line of the Southwest quarter, said point being the TRUE POINT OF BEGINNING of the portion to be described;

Thence, North $0^{\circ}07'01''$ West, parallel to the West line of said Southwest quarter, 2.21 feet;

Thence, North $84^{\circ}39'17''$ West, 115.19 feet;

Thence, North $49^{\circ}18'24''$ West, 46.68 feet, to a point situated on the existing East right of way line of Road 48, which line is parallel with and distant 20.00 feet East, measured at right angles from, said West line of the Southwest quarter;

Thence, North $0^{\circ}07'01''$ West, along said East right of way line, 83.75 feet;

Thence, at right angles, South $89^{\circ}52'59''$ West, 20.00 feet, to a point situated on said West line of the Southwest quarter;

Thence, South $0^{\circ}07'01''$ East, along said West line of said Southwest quarter, 124.69 feet, to a point situated on said North right of way line of Avenue 416;

Thence, South $89^{\circ}11'36''$ East, along said North right of way line, 170.02 feet, to the TRUE POINT OF BEGINNING.

Said description contains 4,203 square feet (0.10 acres) more or less

The bearings and distances in this description are based on the California State Plane Coordinate System, NAD83, Zone 4. All distances are grid distances. To convert the grid distances to ground distances, divide the grid distances by the combined scale factor of 0.99993092.
All areas listed are ground areas.

Quad Knopf, Inc. 06/20/14


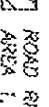
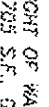

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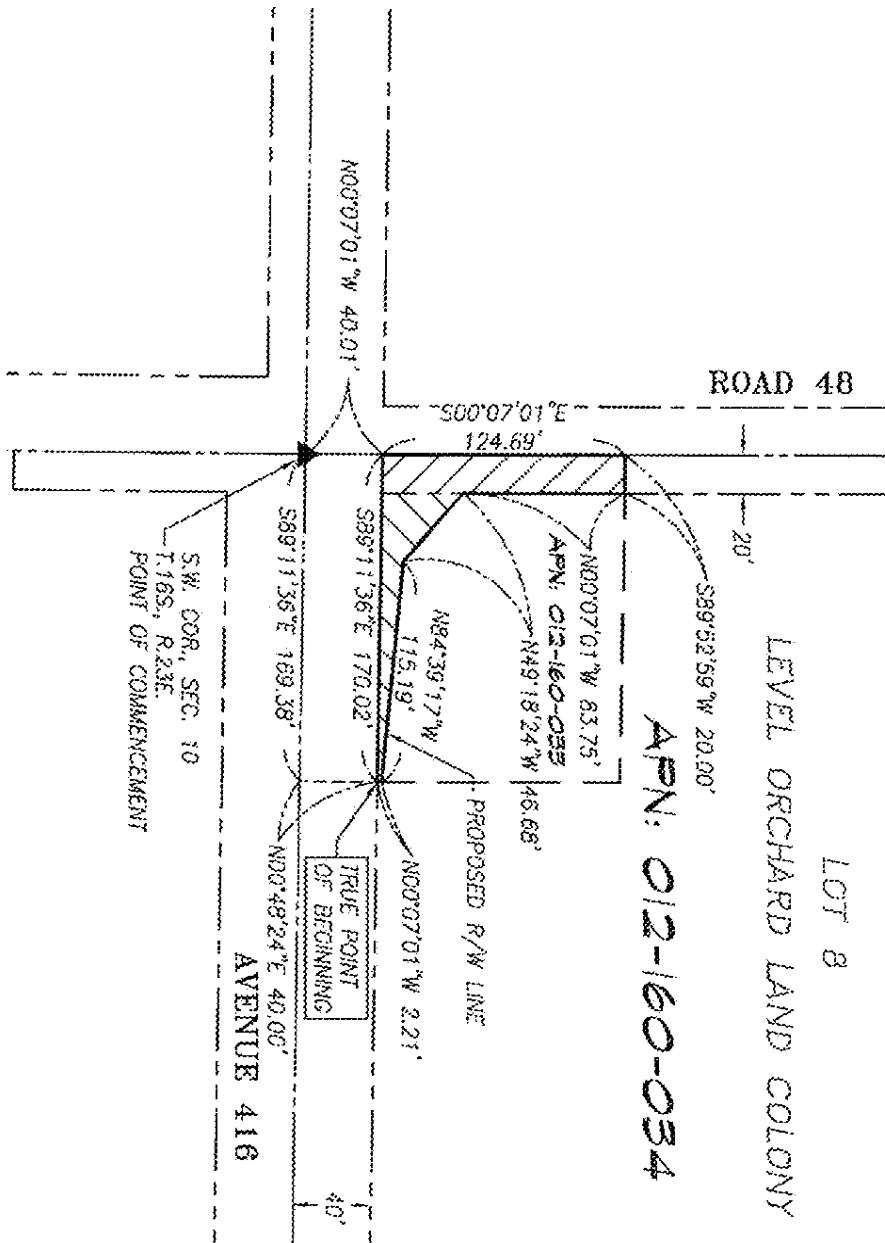


AVENUE 416 FRESNO COUNTY LINE TO ROAD 56 WIDENING PROJECT

EXHIBIT "B"

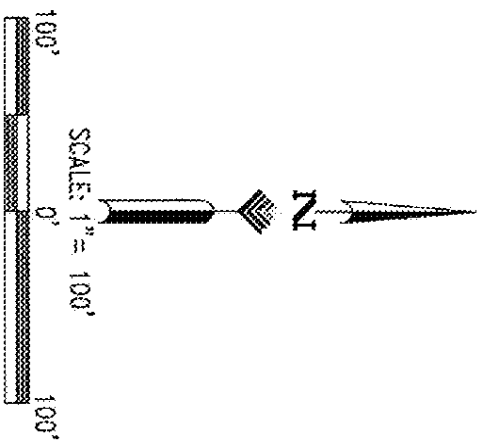
LEGEND

-  ROAD RIGHT OF WAY
-  AREA 1,705 S.F., 0.04 ACRES
-  UNDERLYING FEE
-  AREA 2,497 S.F., 0.08 ACRES



NOTE:
 THE BEARINGS AND DISTANCES ON THIS MAP ARE BASED ON THE CALIFORNIA STATE PLANE GEODESIC SYSTEM, MADDI, ZONE 4. ALL DISTANCES ARE GRID DISTANCES. TO CONVERT GRID DISTANCES TO GROUND DISTANCES DIVIDE THE GRID DISTANCE BY THE COMBINED SCALE FACTOR OF 0.999983092. ALL AREAS ARE GROUND AREAS.

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ROAD RIGHT OF WAY
 AVENUE 416
 PENNER
 APN 012-160-033


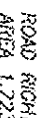
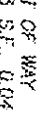

TULARE COUNTY
 RESOURCE MANAGEMENT
 AGENCY
 5961 SOUTH MOONEY BLVD.
 WISALIA, CA 93277

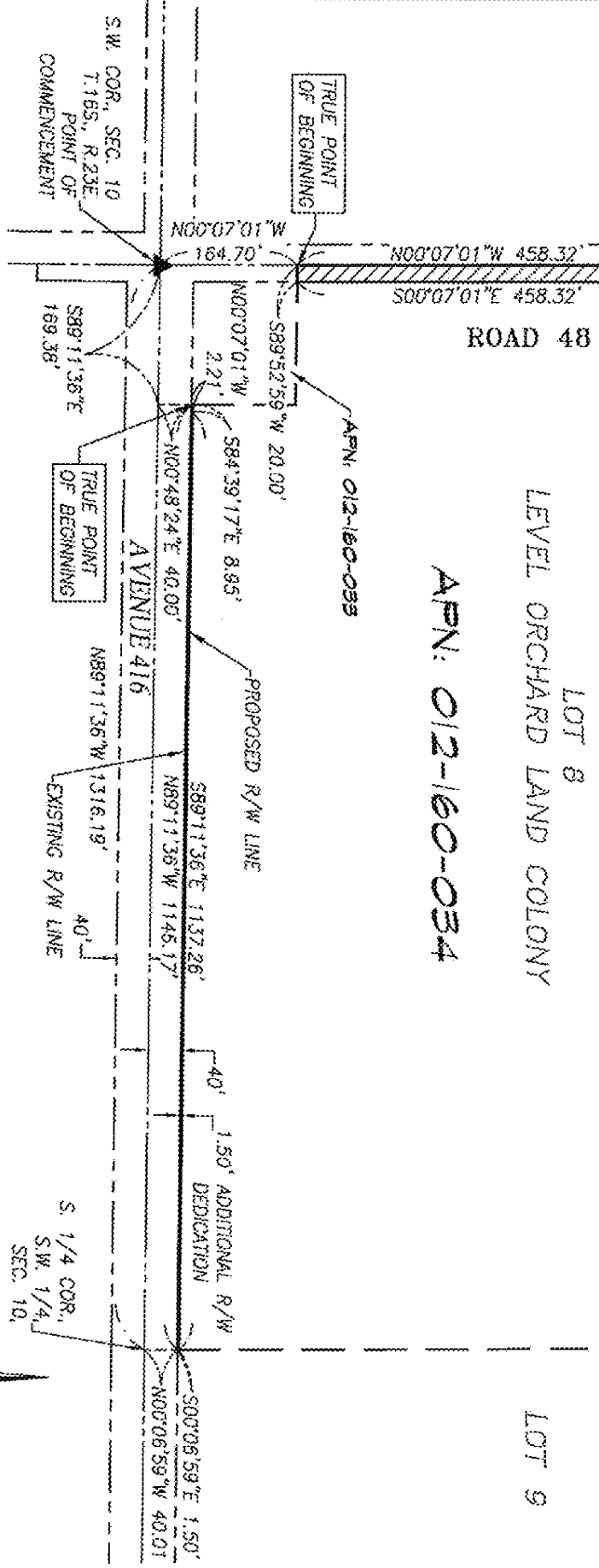


EXHIBIT "B"

SHEET 1 OF 1

LEGEND

-  ROAD RIGHT OF WAY
-  AREA 1,723 S.F., 0.04 ACRES
-  UNDERLYING FEE
-  AREA 9,188 S.F., 0.21 ACRES



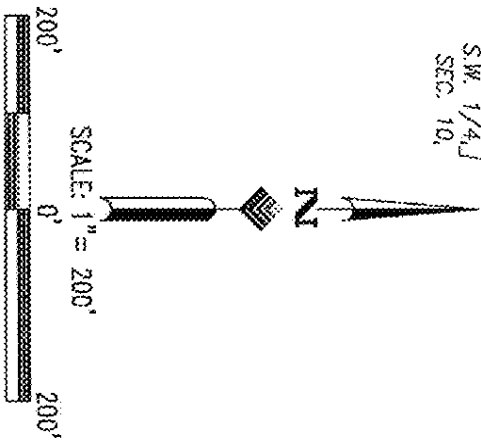
LOT 8
LEVEL ORCHARD LAND COLONY
APN: 012-160-034


LOT 9



NOTE:
THE BEARINGS AND DISTANCES ON THIS MAP ARE BASED ON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, NAD83, ZONE 4. ALL DISTANCES ARE GRID DISTANCES. TO CONVERT GRID DISTANCES TO GROUND DISTANCES DIVIDE THE GRID DISTANCE BY THE COMBINED SCALE FACTOR OF 0.99993092. ALL AREAS ARE GROUND AREAS.

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 Quad Knopf	ROAD RIGHT OF WAY AVENUE 416 PENNER APN 012-160-034	TULARE COUNTY RESOURCE MANAGEMENT AGENCY 5961 SOUTH MOONEY BLVD. VISALIA, CA 93277
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AVENUE 416 FRESNO COUNTY LINE TO ROAD 56 WIDENING PROJECT

EXHIBIT "A-1"

Exhibit "A- 1"

Avenue 416
Temporary Construction Easement
APN: 012-160-034
Owner: Penner

That portion of Lot 8 of the Level Orchard Land Colony, per map recorded in Volume 3 of Maps, at Page 44, Tulare County Records, situated in the Southwest quarter of the Southwest quarter, of Section 10, Township 16 South, Range 23 East, Mount Diablo Base and Meridian, in County of Tulare, State of California, according to the official plat thereof, more particularly described as follows;

Commencing for reference at the Southeast corner of said Southwest quarter of the Southwest quarter;

Thence, North $0^{\circ}06'59''$ West, along the East line of said Southwest quarter of the Southwest quarter, 41.51 feet, to a point situated on line, which is parallel with and distant 41.50 feet North, measured at right angles from, the South line of said Southwest quarter, and the TRUE POINT OF BEGINNING of the portion to be described;

Thence, North $89^{\circ}11'36''$ West, along said parallel line, 923.16 feet;

Thence, at right angles, North $0^{\circ}48'24''$ East, 15.00 feet;

Thence, South $89^{\circ}11'36''$ East, parallel to said South line of the Southwest quarter of the Southwest quarter, 922.92 feet, to a point situated on said East line of the Southwest quarter of the Southwest quarter;

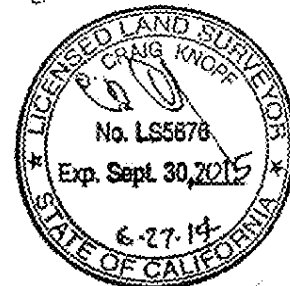
Thence, South $0^{\circ}06'59''$ East, along said East line, 15.00 feet to the TRUE POINT OF BEGINNING.

TOGETHER WITH that portion thereof more particularly described as follows;

Commencing for reference at the Southwest corner of said Southwest quarter of Section 10;

Thence, North $0^{\circ}07'01''$ West, along the West line of said Southwest quarter, 164.70 feet;

Thence, at right angles, North $89^{\circ}52'59''$ East, 20.00 feet, to a point situated on the existing East right of way line of Road 48, which line is parallel with and distant 20.00 feet East, measured at right angles from, said West line of the Southwest quarter, said point being the TRUE POINT OF BEGINNING of the portion to be described;



Thence, North 0°07'01" West, along said East right of way line, 458.32 feet;

Thence, at right angles, North 89°52'59" East, 15.00 feet;

Thence, South 0°07'01" East, parallel with said East right of way line, 458.56 feet;

Thence, at right angles, North 89°11'36" West, 15.00 feet, to the TRUE POINT OF BEGINNING.

Said description contains 20,725 square feet (0.48 acres) more or less

The bearings and distances in this description are based on the California State Plane Coordinate System, NAD83, Zone 4. All distances are grid distances. To convert the grid distances to ground distances, divide the grid distances by the combined scale factor of 0.99993092. All areas listed are ground areas.

Quad Knopf, Inc. 06/17/14

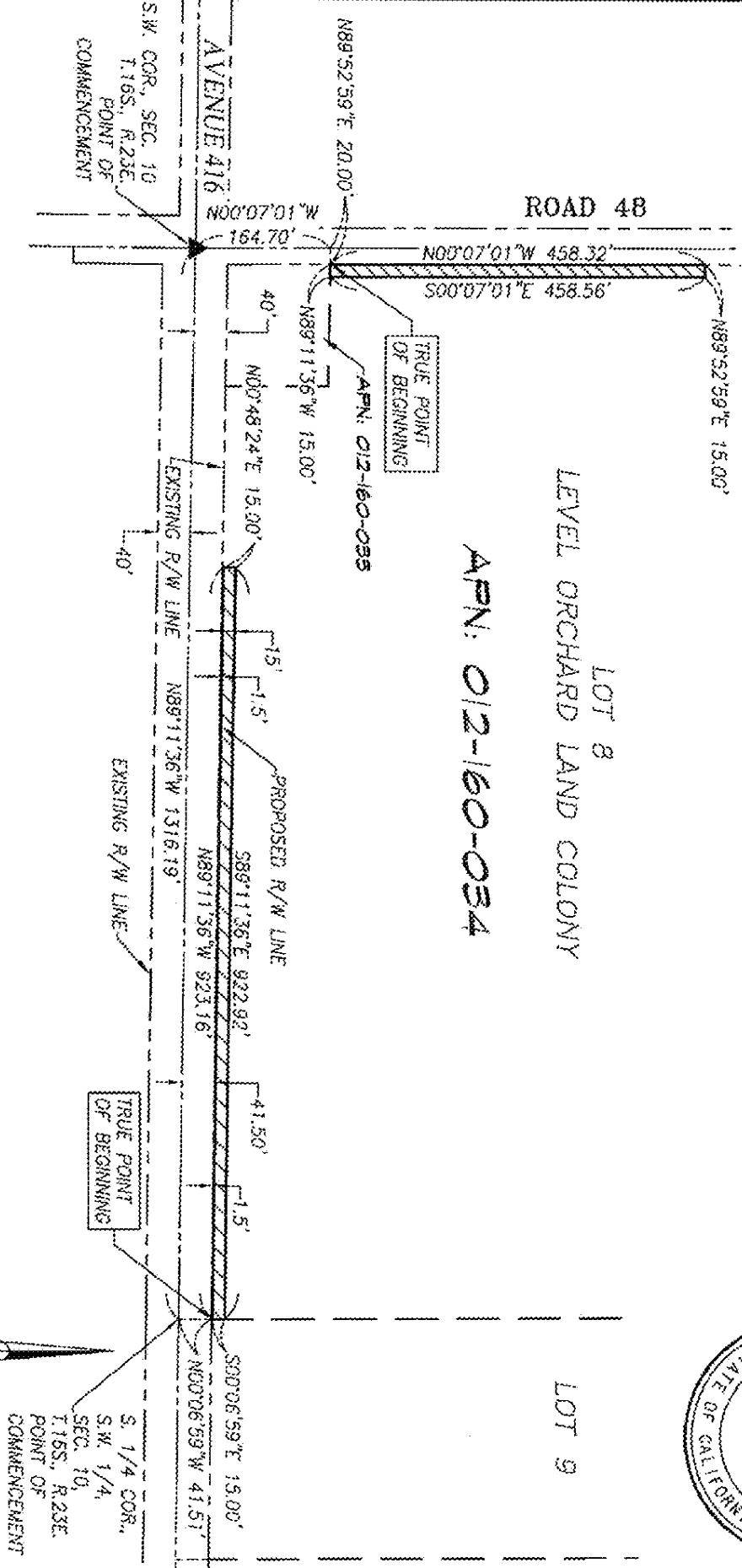
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AVENUE 416 FRESNO COUNTY LINE TO ROAD 56 WIDENING PROJECT

EXHIBIT "B-1"

LEGEND

TEMPORARY CONSTRUCTION EASEMENT
AREA 20,725 S.F., 0.46 ACRES



LOT 8
LEVEL ORCHARD LAND COLONY
APN: 012-160-034

LOT 9



NOTE:
THE BEARINGS AND DISTANCES ON THIS MAP ARE BASED ON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, NAD83, ZONE 4. ALL DISTANCES ARE GRID DISTANCES. TO CONVERT GRID DISTANCES TO GROUND DISTANCES DIVIDE THE GRID DISTANCE BY THE COMBINED SCALE FACTOR OF 0.99993092. ALL AREAS ARE GROUND AREAS.

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TEMPORARY CONSTRUCTION EASEMENT
AVENUE 416
PENNER
 APN 012-160-034

TULARE COUNTY
 RESOURCE MANAGEMENT
 AGENCY
 5961 SOUTH MOONEY BLVD.
 VISALIA, CA 93277



AVENUE 416 FRESNO COUNTY LINE TO ROAD 56 WIDENING PROJECT

**EXHIBIT "C"
Special Provisions**

Owner: Michael Penner, a married man as his sole and separate property, as to the remainder

APN: 012-160-033 and
012-160-034

Construction Contract Work

It is mutually agreed and understood that at no expense to the grantor(s) and at the time of construction, the COUNTY will provide the following:

1. County to remove 60 peach trees
2. Chain link fence to secure property during construction

Improvements

It is mutually agreed and understood that the purchase price recited in Paragraph 2 includes compensation to Grantor for the following improvements:

1. Cost of 60 Peach Trees along Ave 416 and cap irrigation pipeline used to water this row of trees.
2. Approximately 245 X 8 feet of new block wall and re-install a 21 foot wide gate to enclose home site.

Total Severance Damages is \$31,687