

AVENUE 280 WIDENING AND PUBLIC UTILITY TRAIL EASMENT PROJECT

Owner: Jim and Laura Goodwin
APN: 119-320-001

AGREEMENT FOR PURCHASE OF REAL PROPERTY

Fee Title, Permanent Easement and Temporary Construction Easement

THIS AGREEMENT is made and entered into by and between the COUNTY OF TULARE, hereinafter referred to as COUNTY, and Jim Goodwin and Laura Goodwin, 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 280 Widening Project and a permanent Public Utility and Trail Easement, a public use. Said PROPERTY is described in Exhibits "A" and "A-1" and depicted in Exhibit "B" and "B-1" 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 "C" and depicted in Exhibit "C-1" attached hereto for a period of 3 years which shall commence on N/A expire on N/A. Said easement is subject to extensions as stated in paragraph 6 below.
- 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, Easement 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.

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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 280 Widening and Public Utility Trail Easement Project**, hereinafter referred to as the "PROJECT".

2. PURCHASE PRICE AND ESCROW

COUNTY shall pay OWNER the sum of \$500, the "Purchase Price", for the PROPERTY, PUBLIC UTILITY TRAIL EASEMENT and TEMPORARY CONSTRUCTION EASEMENT, which the parties agree includes and is allocated as follows:

The sum of \$0.00, for fee title;

The sum of \$0.00, for Public Utility Trail Easement

The sum of \$0.00 for the use of a Temporary Construction Easement conveyance term of 3 years

The sum of \$500 for damages. OR Cost to Cure Damages (Southern California Edison Utility Easement

Total compensation \$500.

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 First American Title Company, hereinafter "Escrow Agent", under Escrow Number N/A_, hereinafter "Escrow", located at N/A_.

3. DELIVERY OF DOCUMENTS/ESCROW

The Grant Deed, Public Utility Trail Easement 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 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

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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, if any, 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 \$N/A per year. COUNTY shall provide OWNER with the written notice of its intent to extend the term of the TCE and amendment for such an extension at least sixty (60) 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 EASEMENT areas (Remainder).

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 "D" and "D-1" – Special Provisions

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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 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:

Robert Newby
General Services
Property Management
5953 So. Mooney Boulevard
Visalia, CA 93277

TO OWNER:

Jim and Laura Goodwin
P.O. Box 3866
Visalia, CA 93278

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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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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.

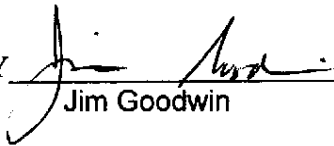
No addition or modification of any term or provision shall be effective unless set forth in writing and signed by both OWNER and COUNTY.

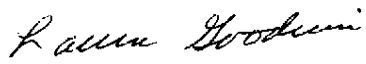
This AGREEMENT shall bind the respective heirs, personal representatives, successors, and assigns of the parties hereto.

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

OWNER:

Dated this 19 day of December, 2016

BY 
Jim Goodwin

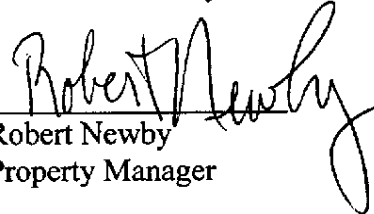
BY 
Laura Goodwin

COUNTY OF TULARE

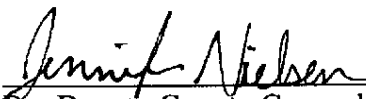
Dated this _____ day of _____, 20__

BY _____
Chairman, Board of Supervisors

Recommended By:


Robert Newby
Property Manager

Approved as to Form:
County Counsel


By: Deputy County Counsel
#20151883

ATTEST: MICHAEL C. SPATA
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY: _____
Deputy Clerk

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EXHIBIT "A"

N/A

No right of way to be acquired

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EXHIBIT "A-1"

N/A

No public utility easement to be acquired

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EXHIBIT "B"

N/A

No right of way to be acquired

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EXHIBIT "B-1"

N/A

No public utility easement to be acquired

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EXHIBIT "C"

N/A

No Temporary Construction Easement to be acquired

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EXHIBIT "C-1"

N/A

No Temporary Construction Easement to be acquired

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EXHIBIT "D"
Special Provisions

Owner: _____
APN: _____

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.
- 2.
- 3.

Improvements

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

1. Southern California Utility Easement

Total is \$500.

Exhibit "D-1"

RECORDING REQUEST

SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO

SOUTHERN CALIFORNIA EDISON COMPANY

2 INNOVATION WAY, 2ND FLOOR
POMONA, CA 91768

ATTN: TITLE & VALUATION

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT OF EASEMENT

Location: Unincorporated
A.P.N.119-320-001
RP File No.: ACQ203400443
SCE Doc No.: 514188

DOCUMENTARY TRANSFER TAX \$ _____	Serial No. 71411A Service Order 801565192
COMPUTED ON FULL VALUE OF PROPERTY CONVEYED OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE	Approved Real Properties Department
SO. CALIF. EDISON CO. SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	BY GS DATE 11/18/16

JIM GOODWIN AND LAURA GOODWIN, husband and wife as community property with right of survivorship, (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, operate, use, maintain, alter, add to, reconstruct, enlarge, repair, renew, replace, inspect, improve, relocate, and/or remove, at any time and from time to time, electrical systems and communication systems (hereinafter referred to as "systems") consisting of guy wires and anchors, crossarms, wires and other fixtures and appliances, with necessary appurtenances, for conveying electric energy to be used for light, heat, power and for transmitting intelligence by electrical means and/or other purposes, in, under, on, over, along and across a strip of land six (6.00) feet wide, lying within that certain real property of the Grantor, situated in the County of Tulare, State of California, described as follows:

Portion of the Southwest quarter of the Southeast quarter of Section 3, Township 19 South, Range 24 East, Mount Diablo Base and Meridian, County of Tulare, State of California, according to the official plat thereof.

Said six (6.00) foot wide strip of land is more particularly described on the Exhibit "A", and more particularly depicted on the Exhibit "B", both attached hereto and by this reference made a part hereof.

Grantor hereby also grants to Grantee, its successors and assigns, and its and their contractors, agents and employees, the right of free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted, and the right to clear and to keep clear the above described real property, free from explosives, buildings, equipment, brush, combustible material and any and all other obstructions of any kind, and the right to trim or remove any tree or shrub which, in the opinion of Grantee, may endanger said systems, or any part thereof, or interfere with the exercise of the rights herein granted.

Grant of Easement
Jim Goodwin, et ux., to
S.C.E.Co., a corp.
Serial No. 71411A
RP File No. ACQ203400443

EXECUTED this _____ day of _____, 20____.

Jim Goodwin

Laura Goodwin

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Grant of Easement
Jim Goodwin, et ux., to
S.C.E.Co., a corp.
Serial No. 71411A
RP File No. ACQ203400443

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Avenue 280
Southern California Edison
Rise and Swing Easement
APN: 119-320-001
Owner: Goodwin

EXHIBIT "A"
Legal Description – SER 71411A

That portion of the West half of the West half of the Southwest quarter of the Southeast quarter of Section 3, Township 19 South, Range 24 East, Mount Diablo Base and Meridian, County of Tulare, State of California, according to the Official Plat thereof, described as follows:

Beginning at the Northeast corner of the South 64.00 feet of the West half of the West half of the Southwest quarter of said Southeast quarter;

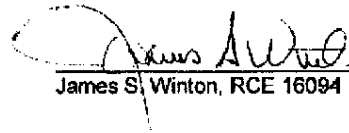
Thence, South 89°50'50" West, 269.28 feet along the North line of the South 64.00 feet of said Southeast quarter;

Thence, North 45°16'29" West, 8.50 feet to a point in the North line of the South 70.00 feet of said Southeast quarter;

Thence, North 89°50'50" East, 275.28 feet to the Northeast corner of the South 70.00 feet of the West half of the West half of the Southwest quarter of said Southeast quarter;

Thence, South 00°23'47" East, 6.00 feet to the point of beginning.

Containing 1,634 square feet, or 0.04 acres, more or less


James S. Winton, RCE 16094 Date 11/29/16

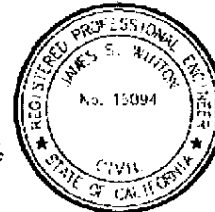
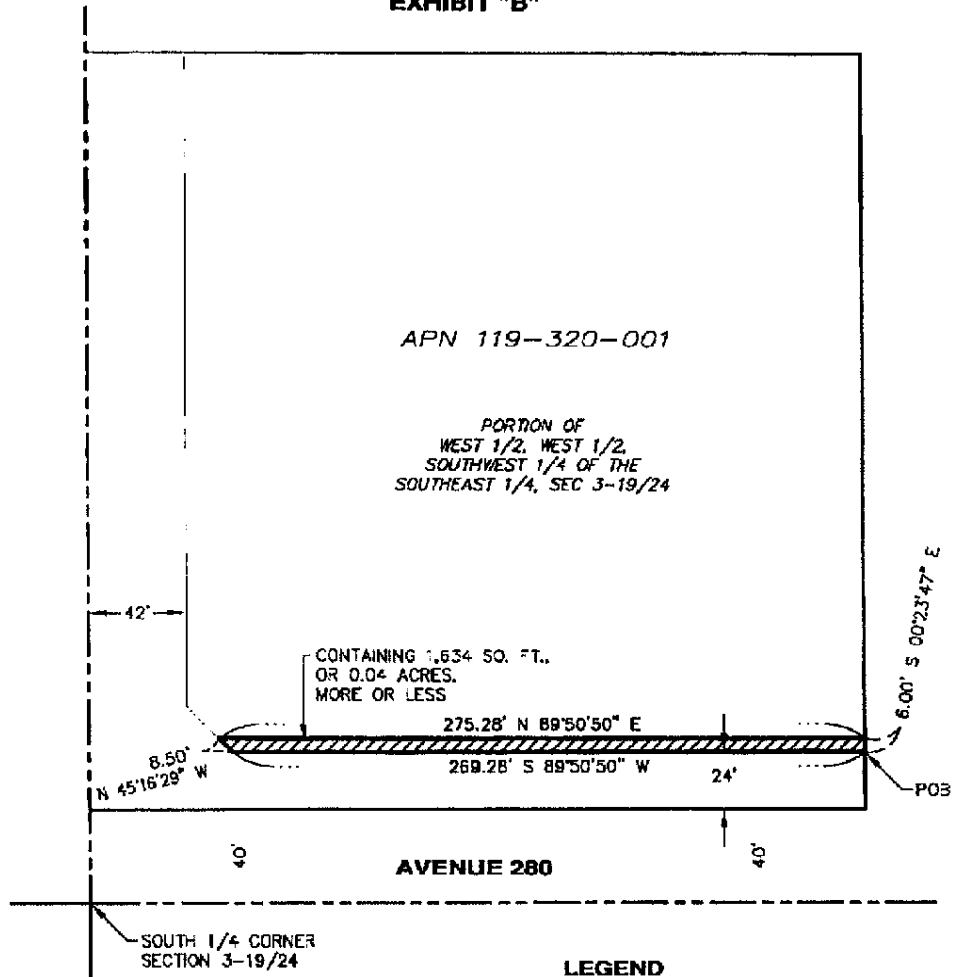


EXHIBIT "B"

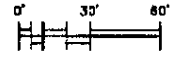
APN 119-320-001

PORTION OF
WEST 1/2, WEST 1/2,
SOUTHWEST 1/4 OF THE
SOUTHEAST 1/4, SEC 3-19/24

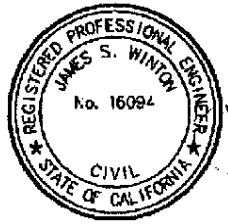


LEGEND

SCE EASEMENT
1,634 SQ. FT.,
OR 0.04 ACRES,
MORE OR LESS



SCALE: 1" = 60'



James S. Winton
JAMES S. WINTON, RCE 16094 Date 11/29/16

GOODWIN

SCE RISE AND SWING EASEMENT
AVENUE 280 (CALDWELL)

3328