

**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 HARVAL GROVES, a LIMITED LIABILITY COMPANY, hereinafter referred to as OWNER.

Whereas, OWNER has conditionally delivered to COUNTY, an executed Slope Easement and Access and Maintenance Easement Deeds 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 Road D129 Sand Creek Bridge Replacement and Improvement Project, 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, staging and 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 2 years which shall commence on August 1, 2017 and expire on July 31, 2019. 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 Slope Easement Deed, Access and Maintenance Easement Deed and a 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 **Road D129 Sand Creek Bridge Replacement and Improvement Project**, hereinafter referred to as the "PROJECT".

**2. PURCHASE PRICE AND ESCROW**

COUNTY shall pay OWNER the sum of \$2,200.00, the "Purchase Price", for the SLOPE EASEMENT, ACCESS and MAINTENANCE EASEMENT and the TEMPORARY CONSTRUCTION EASEMENT, which the parties agree includes and is allocated as follows:

The sum of \$333.00, for Slope Easement;

The sum of \$470.00 for the use of a Temporary Construction Easement conveyance term of 2 years

The sum of \$1,298.00 for Access and Maintenance Easement

Total compensation rounded up to \$2,200.00 by the appraiser.

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 54074-996837, hereinafter "Escrow", located at 484 N. Prospect Street, Porterville Ca 93257.

**2.1 WAIVER OF ESCROW/ASSIGNMENTS OF PROCEEDS**

Owner and County acknowledge the property to be transferred is the underlying fee title to property previously granted to Tulare County by way of an easement for road purposes. In addition a Temporary Construction Easement is being granted. Since no new encumbered permanent rights are to be acquired Owner and County reserve the right to forego an escrow and County will pay the purchase price directly to Owner. Owner and County agree by initialing the paragraph to forego escrow.

Tulare  
County

Sarah L. Fisher  
Owner



**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" -- 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 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:**

Harval Groves LLC  
Sarah L. Fisher  
710 S Giddings Street  
Visalia, CA 93277

**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. 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.

**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 22<sup>nd</sup> day of April, 2014

OWNER: Harval Groves LLC

Sarah L Fisher

BY: John P Kennedy

BY: \_\_\_\_\_

Title: Treasurer

Title: President

**COUNTY OF TULARE**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

BY: \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST: MICHAEL C. SPATA  
COUNTY ADMINISTRATIVE OFFICER:  
Clerk of the Board of Supervisors

By: Deputy Clerk

Recommended By:

Approved as to Form:  
County Counsel

Robert Newby  
Robert Newby  
Property Manager

Mark Wang  
By: Deputy County Counsel

D129 SAND CREEK BRIDGE PROJECT

Owner: Harval Groves LLC

APN: 005-070-074

**EXHIBIT "A"**



Harval Groves LLC  
Creek Access and Maintenance Easement  
APN 005-070-074

EXHIBIT A

Legal Description

Creek Access and Maintenance Easement

Being a portion of Parcel No. 2 described in Section 1 of Exhibit A of the grant deed recorded May 14, 2000 as document no. 2000-0015257 in Official Records of Tulare County, said portion being situated in the Southwest quarter of Section 20, Township 15 South, Range 25 East, Mount Diablo Baseline and Meridian in the County of Tulare, State of California, more particularly described as follows:

Commencing for reference at the intersection of the westerly line of Lot 43 and northerly right of way line of Roller Drive as shown on Mountain View Citrus Tract No. 1, recorded in Volume 11 of Maps at Page 33 Tulare County Records;

Thence North  $79^{\circ}30'32''$  East a distance of 90.92 feet along said right of way to the TRUE POINT OF BEGINNING;

Thence leaving said right of way line North  $18^{\circ}37'08''$  East a distance of 20.28 feet;

Thence North  $79^{\circ}30'32''$  East a distance of 66.15 feet, said course being parallel with said right of way;

Thence South  $06^{\circ}31'22''$  West a distance of 18.52 feet to said right of way line;

Thence South  $79^{\circ}30'32''$  West along said right of way line a distance of 70.59 feet to the TRUE POINT OF BEGINNING.

Containing an area of 1,211 square feet more or less.

As shown on plat attached hereto and by this reference made part hereof as Exhibit B.

End of Description



*Don W. Dwyer*  
8-11-16

D129 SAND CREEK BRIDGE PROJECT

Owner: Harval Groves LLC

APN: 005-070-074

EXHIBIT "A-1"

Harval Groves LLC  
Slope Easement  
APN 005-070-074

Exhibit "A-1"

Legal Description

Slope Easement

Being a portion of Parcel No. 2 described in Section 1 of Exhibit A of the grant deed recorded May 14, 2000 as document no. 2000-0015257 in Official Records of Tulare County, said portion being situated in the Southwest quarter of Section 20, Township 15 South, Range 25 East, Mount Diablo Baseline and Meridian in the County of Tulare, State of California, more particularly described as follows:

Commencing for reference at the intersection of the westerly line of Lot 43 and northerly right of way line of Roller Drive as shown on Mountain View Citrus Tract No. 1, recorded in Volume 11 of Maps at Page 33 Tulare County Records;

Thence North  $79^{\circ}30'32''$  East a distance of 161.51 feet along said right of way to the TRUE POINT OF BEGINNING;

Thence leaving said right of way line North  $06^{\circ}31'22''$  East a distance of 18.52 feet;

Thence North  $79^{\circ}30'32''$  East a distance of 31.19 feet, said course being parallel with said right of way;

Thence North  $86^{\circ}09'20''$  East a distance of 60.00 feet;

Thence South  $87^{\circ}50'41''$  East a distance of 49.19 feet to said right of way line;

Thence South  $79^{\circ}30'32''$  West along said right of way line a distance of 144.20 feet to the TRUE POINT OF BEGINNING.

Containing an area of 1708 square feet more or less.

As shown on plat attached hereto and by this reference made part hereof as Exhibit B.

End of Description



*Donn W. Dwyer*  
8-11-16

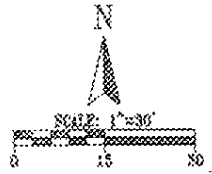
D129 SAND CREEK BRIDGE PROJECT

Owner: Harval Groves LLC

APN: 005-070-074

**EXHIBIT "B"**

**EXHIBIT B**



BORGHILD CORPORATION  
 DOC NO. 2012-0075200  
 APN 005-070-075

HARVAL GROVES LLC  
 DOC. NO. 2000-0015257  
 APN 005-070-074

AREA OF EASEMENT  
 1,208 SQUARE FEET ±

POINT OF  
 COMMENCEMENT

N18°37'08"E  
 20.28'

N79°30'32"E  
 66.15'

S06°31'22"W  
 18.52'

S79°30'32"W  
 70.59'

TRUE POINT OF  
 BEGINNING

N79°30'32"E  
 90.92'

DIAGONAL 129 (ROLLER DRIVE)

JAMES C & ANA MARIE  
 SHERWOOD  
 DOC. NO. 2004-0109401  
 APN 005-070-076

JAMES C & ANA MARIE  
 SHERWOOD  
 DOC. NO. 2004-0109401  
 APN 005-070-079

**LEGEND**

- APN = ASSESSOR'S PARCEL NUMBER
- DOC. NO. = DOCUMENT NUMBER OF OFFICIAL RECORDS
- TULARE COUNTY RECORDERS
- = CENTERLINE
- ===== = PROPERTY LINE
- = EASEMENT LINE
- = SAND CREEK TOP/TOE



*Donn W. Dwyer 8-14-16*

CREEK ACCESS AND MAINTENANCE EASEMENT  
 APN 005-070-074  
 HARVAL GROVES LLC  
 TULARE COUNTY

TULARE COUNTY  
 RESOURCE MANAGEMENT  
 AGENCY  
 5951 SOUTH MOONEY BLVD.  
 VISALIA, CA 93277

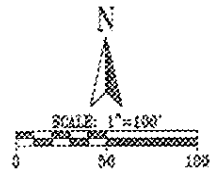


D129 SAND CREEK BRIDGE PROJECT

Owner: Harval Groves LLC

APN: 005-070-074

**EXHIBIT "B-1"**



HARVAL GROVES LLC  
 DOC. NO. 2000-0015257  
 APN 005-070-074

BORGHILD CORPORATION  
 DOC NO. 2012-0075200  
 APN 005-070-075

TRUE POINT  
 OF BEGINNING

SEE DETAIL A

POINT OF  
 COMMENCEMENT

N79°30'32"E  
 161.51'

DIAGONAL 129 (ROLLER DRIVE)

JAMES C & ANA MARIE  
 SHERWOOD  
 DOC. NO. 2004-0109401  
 APN 005-070-076

JAMES C & ANA MARIE  
 SHERWOOD  
 DOC. NO. 2004-0109401  
 APN 005-070-079

DETAIL A

AREA OF EASEMENT  
 1,708 SQUARE FEET ±

N79°30'32"E 31.19'  
 N86°09'20"E 60.00'  
 S87°50'41"E 49.19'  
 N06°31'22"E 18.52'  
 S79°30'32"W 144.20'

TRUE POINT  
 OF BEGINNING



*Donn W. Dwyer B-11-16*

**LEGEND**

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 TULARE COUNTY RECORDERS
- ..... = CENTERLINE
- = PROPERTY LINE
- = EASEMENT LINE

SLOPE EASEMENT  
 APN 005-070-074  
 HARVAL GROVES LLC  
 TULARE COUNTY

TULARE COUNTY  
 RESOURCE MANAGEMENT  
 AGENCY  
 5981 SOUTH MOONEY BLVD.  
 VISALIA, CA 93277



D129 SAND CREEK BRIDGE PROJECT

Owner: Harval Groves LLC

APN: 005-070-074

**EXHIBIT "C"**



Harval Groves LLC  
Temporary Construction Easement  
APN 005-070-074

Exhibit "C"  
Legal Description

Temporary Construction Easement

Being a portion of Parcel No. 2 described in Section 1 of Exhibit A of the grant deed recorded May 14, 2000 as document no. 2000-0015257 in Official Records of Tulare County, said portion being situated in the Southwest quarter of Section 20, Township 15 South, Range 25 East, Mount Diablo Baseline and Meridian in the County of Tulare, State of California, more particularly described as follows:

Beginning at the intersection of the westerly line of Lot 43 and northerly right of way line of Roller Drive as shown on Mountain View Citrus Tract No. 1, recorded in Volume 11 of Maps at Page 33 Tulare County Records, being the TRUE POINT OF BEGINNING;

Thence North  $00^{\circ}42'39''$  East a distance of 87.92 feet along said westerly line of Lot 43;

Thence leaving said westerly line of Lot 43 South  $89^{\circ}17'21''$  East a distance of 41.65 feet;

Thence South  $88^{\circ}18'56''$  East a distance of 146.38 feet;

Thence South  $10^{\circ}27'44''$  East a distance of 24.87 feet;

Thence North  $86^{\circ}09'20''$  East a distance of 57.67 feet;

Thence South  $87^{\circ}51'59''$  East a distance of 71.99 feet to said right of way line;

Thence South  $79^{\circ}30'32''$  West along said right of way line a distance of 22.84 feet;

Thence leaving said right of way line North  $87^{\circ}50'41''$  West a distance of 49.19 feet;

Thence South  $86^{\circ}09'20''$  West distance of 60.00 feet;

Thence South  $79^{\circ}30'32''$  West distance of 97.34 feet;

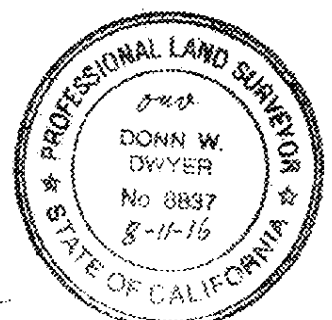
Thence South  $18^{\circ}37'08''$  West distance of 20.28 feet to said right of way line;

Thence South  $79^{\circ}30'32''$  West along said right of way line a distance of 90.92 feet to the TRUE POINT OF BEGINNING.

Containing an area of 11,796 square feet more or less.

As shown on plat attached hereto and by this reference made part hereof as Exhibit B.

End of Description



D129 SAND CREEK BRIDGE PROJECT

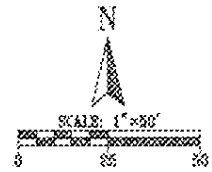
Owner: Harval Groves LLC

APN: 005-070-074

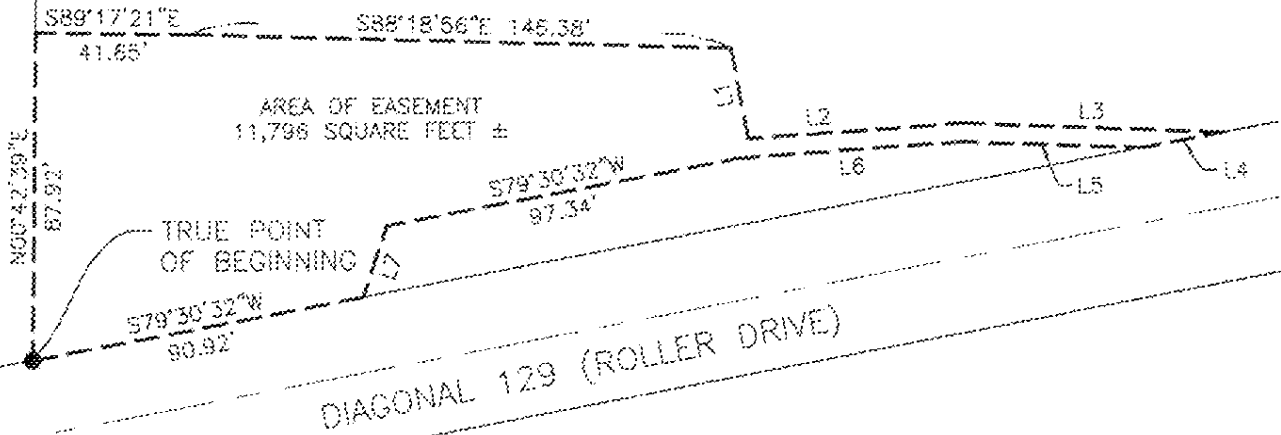
**EXHIBIT "C-1"**

Exhibit "C-1"

HARVAL GROVES LLC  
 DOC. NO. 2000-0015257  
 APN 005-070-074



BORCHILD CORPORATION  
 DOC. NO. 2012-0075200  
 APN 005-070-076



JAMES C & ANA MARIE  
 SHERWOOD  
 DOC. NO. 2004-0109401  
 APN 005-070-076

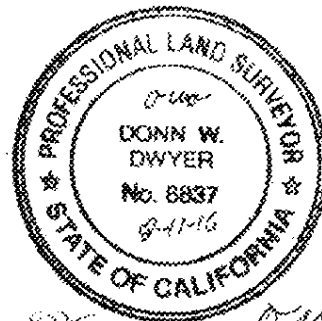
JAMES C & ANA MARIE  
 SHERWOOD  
 DOC. NO. 2004-0109401  
 APN 005-070-079

DIAGONAL 129 (ROLLER DRIVE)

LINE TABLE		
	BEARING	DISTANCE
L1	S10°27'44\"E	24.87'
L2	N66°09'20\"E	57.67'
L3	S87°51'59\"E	71.99'
L4	S79°30'32\"W	22.84'
L5	N57°50'41\"W	49.19'
L6	S86°09'20\"W	80.00'
L7	S16°37'08\"W	20.25'

**LEGEND**

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- DOC. NO. = DOCUMENT NUMBER OF OFFICIAL RECORDS
- TULARE COUNTY RECORDERS
- = CENTERLINE
- = PROPERTY LINE
- = EASEMENT LINE



<p>TEMPORARY CONSTRUCTION EASEMENT          APN 005-070-074          HARVAL GROVES LLC          TULARE COUNTY</p>	<p>TULARE COUNTY          RESOURCE MANAGEMENT          AGENCY          5951 SOUTH MODNEY BLVD.          VISALIA, CA 93277</p>
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**EXHIBIT "D"**  
**Special Provisions**

**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. No additional work will be provided
- 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. No improvements

Total Severance Damages is \$0.00.