

AVENUE 152 WIDENING AND SAFETY PROJECT

Owner: Raul and Martha Baez
APN: 240-150-029

**AGREEMENT FOR PURCHASE
OF REAL PROPERTY
Fee Title**

THIS AGREEMENT is made and entered into by and between the COUNTY OF TULARE, hereinafter referred to as COUNTY, and Raul and Martha Baez, Husband and Wife, as joint tenants, 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 152 Widening and Safety Project, a public use. Said PROPERTY is described in Exhibits "A", "A1" and depicted in Exhibit "B", "B1" 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. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said Grant Deed 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 152 Widening and Safety Project** hereinafter referred to as the "PROJECT".

2. PURCHASE PRICE AND ESCROW

COUNTY shall pay OWNER the sum of \$3,557.00, the "Purchase Price", for the PROPERTY, which the parties agree includes and is allocated as follows:

The sum of \$ 801.00, for fee title;

The sum of \$2,756.00 for damages, 2 trees and repair irrigation line

Total compensation rounded up to \$3,557.00 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 54075141892, hereinafter "Escrow", located at 484 Prospect Ave, Porterville, Ca 93257.

3. DELIVERY OF DOCUMENTS/ESCROW

The Grant Deed 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 escrow fees, reconveyance fees, document preparation fees, delivery charges, and recording fees as may be incurred in this transaction.

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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. RESTORATION OF TEMPORARY CONSTRUCTION EASEMENT AREA

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).

7. 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.

8. 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.

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9. 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 7 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.

10. 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:

Raul and Martha Baez
21019 Ave 152
Porterville, Ca 93257

11. 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.

12. GOVERNING LAW

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

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13. 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.

14. 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.

15. 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 15 A herein.

16. 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.

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17. INDEMNITY AND WHOLE 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.

18. 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.

The Recitals and Exhibits to the Agreement are fully incorporated and are integral parts of this Agreement. However, it is hereby mutually agreed and understood that should any of the provisions of the Exhibits and Recitals attached to this Agreement be contrary to any paragraph provisions of this Agreement, the paragraph provisions of this Agreement shall control and supersede the provisions of the Exhibits and Recitals.

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

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

OWNERS:

Dated this _____ day of _____, 2017

Raul and Martha Baez

BY Raul Baez

BY Martha Baez

Title _____

Title _____

COUNTY OF TULARE

Dated this _____ day of _____, 2017

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

George J. [Signature]
By: Deputy County Counsel

20152071

AVENUE 152 WIDENING AND SAFETY PROJECT

EXHIBIT "A"

EXHIBIT 'A'

LANE PROJECT NO. 05069

ACQUISITION PARCEL

That portion of the NW1/4 of Section 31, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, more particularly described as follows:

Beginning at a point lying 30.00 feet south and 30.00 feet east of the north and west line of said Section 31, as measured at right angles thereto;
thence N89°54'45"E 55.00 feet parallel with said north line;
thence S61°19'04"W 62.68 feet to a point lying 30.00 feet east of said west line;
thence N00°01'07"W 30.00 feet parallel with said west line to the POINT OF BEGINNING.

Containing 825 square feet, more or less.

SEE ATTACHED EXHIBIT 'B'.

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EXHIBIT "A-1"

Avenue 152 Improvements

Right of Way

Exhibit "A1"

APN 240-150-029

Baez

That portion of the Northwest quarter of Section 31, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, more particularly described as follows:

Beginning at the Northwest corner of said Section 31 and True Point of Beginning thence N 89° 54' 45" E along the North line of said Northwest quarter a distance of 85.00 feet;

Thence leaving said North line S 00° 05' 15" E a distance of 30 feet to a point on the South right of way line of Avenue 152;

Thence S 89° 54' 45" W along said South right of way line a distance of 55.00 feet to a point on the East right of way line of Road 208;

Thence S 00° 01' 07" E along said East right of way line a distance of 30.00 feet;

Thence leaving said East right of way line S 89° 58' 53" W a distance of 30.00 feet to a point on the West line of said Section 31 said point being S 00° 01' 07" E a distance of 60.00 from said Northwest corner;

Thence N 00° 01' 07" W along said West line a distance of 60.00 feet to said Northwest corner and the True Point of Beginning.

Containing 3442 square feet.

Basis of Bearing is from the California Coordinate System Zone 4, NAD 83 as determined by GPS observations relative to the California Surveying and Drafting, Inc. Virtual Network, Epoch Date 2007.



Don W. Dwyer

AVENUE 152 WIDENING AND SAFETY PROJECT

EXHIBIT "B"

SEC. 25-21-26 SEC. 30-21-27
SEC. 36-21-26 SEC. 31-21-27

AVENUE 152

N 89°54'45" E

N 00°01'07" W
ROAD 208

CONTAINING 825 S.F.,
MORE OR LESS

POINT OF
BEGINNING

30.00

N 00°01'07" W 30.00

N 89°54'45" E 55.00

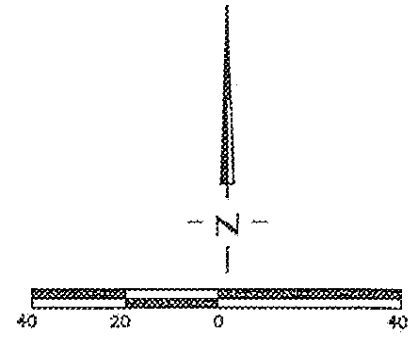
S 61°19'04" W 62.66

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30.00

EXHIBIT B

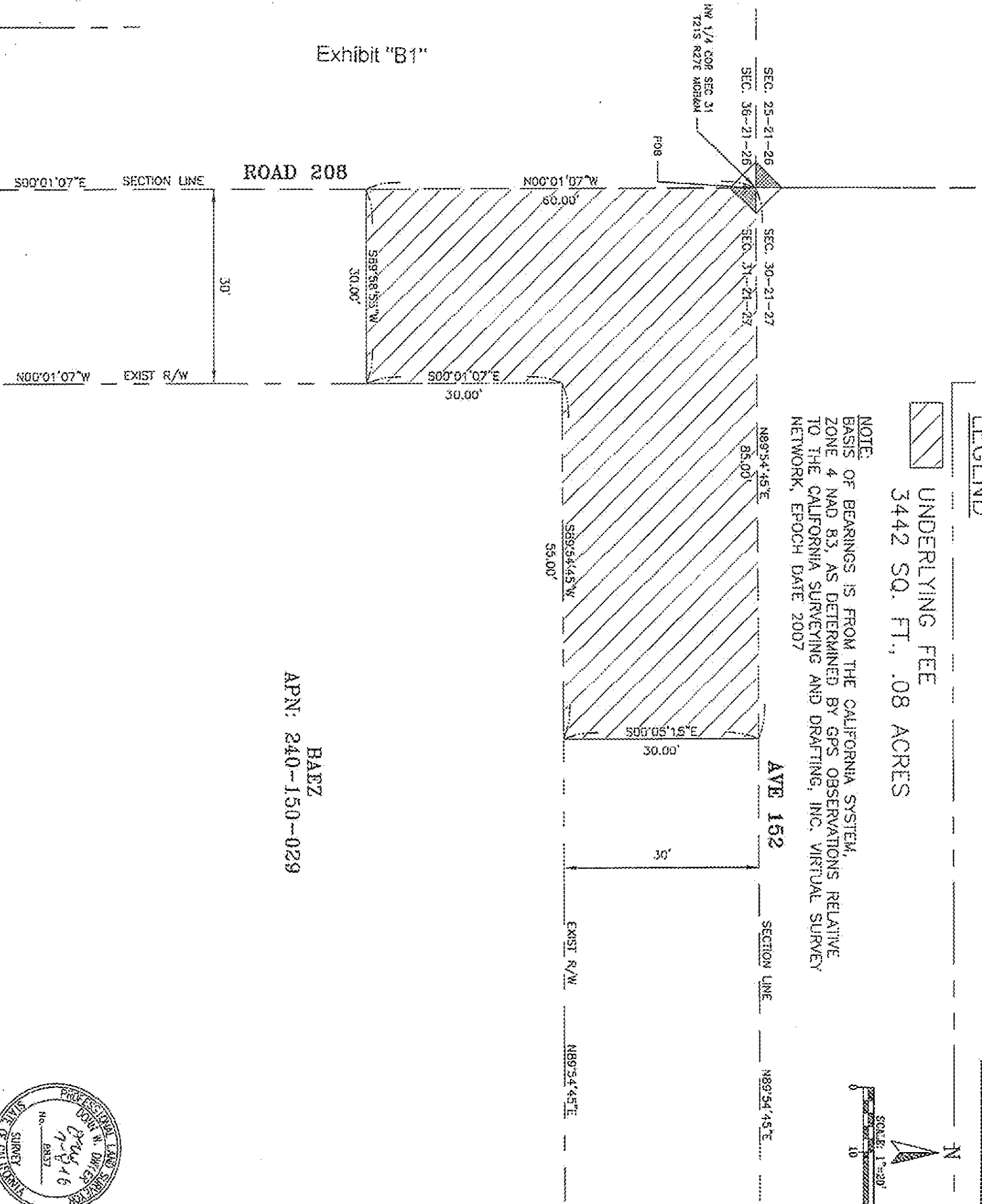
SCALE: 1" = 20'



AVENUE 152 WIDENING AND SAFETY PROJECT

EXHIBIT "B-1"

Exhibit "B1"

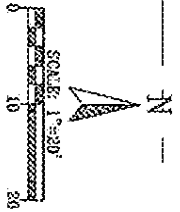


LEGEND

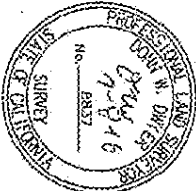


UNDERLYING FEE
3442 SQ. FT., .08 ACRES

NOTE:
BASIS OF BEARINGS IS FROM THE CALIFORNIA SYSTEM,
ZONE 4 NAD 83, AS DETERMINED BY GPS OBSERVATIONS RELATIVE
TO THE CALIFORNIA SURVEYING AND DRAFTING, INC. VIRTUAL SURVEY
NETWORK, EPOCH DATE 2007



BAEZ
APN: 240-150-029



ROAD RIGHT OF WAY
AVE 152 IMPROVEMENTS
BAEZ
240-150-029

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



AVENUE 152 WIDENING AND SAFETY PROJECT

EXHIBIT "C"
Special Provisions

Owner: Raul and Martha Baez
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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 2 trees
- 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. Remove 2 tree for setback | \$2,256.00 |
| 2. Repair Irrigation Lines | \$500.00 |

Total Severance Damages is \$2,756.00.