



**GENERAL SERVICES AGENCY
PROPERTY MANAGEMENT
COUNTY OF TULARE
AGENDA ITEM**

BOARD OF SUPERVISORS

KUYLER CROCKER
District One
PETE VANDER POEL
District Two
AMY SHUKLIAN
District Three
J. STEVEN WORTHLEY
District Four
MIKE ENNIS
District Five

AGENDA DATE: December 4, 2018

Public Hearing Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Published Notice Required	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Advertised Published Notice	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
County Counsel Sign-Off	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Meet & Confer Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Electronic file(s) has been sent	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Personnel Resolution attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>

CONTACT PERSON: Maria Benavides PHONE: 205-1124

SUBJECT: Agreement for Sale of Real Property near Effie Drive and Kermia Street in Goshen

REQUEST(S):
That the Board of Supervisors:

- Determine that the real property located near Effie Drive and Kermia Street between Road 67 and Betty Drive in the Community of Goshen is no longer necessary for County or other public purposes, and that estimated value of each of the parcels does not exceed twenty-five thousand dollars (\$25,000).
- Approve an Agreement for Sale of two parcels of Real Property located near Effie Drive and Kermia Street, between Road 67 and Betty Drive in the Community of Goshen to Kruse Investment Company, Inc., for a total price of \$25,000.
- Authorize the Chairman to sign the Agreement for Sale of Real Property.
- Authorize the Chairman to sign the Grant Deed.
- Authorize the Property Manager, or his designee, to open escrow and sign all documents to facilitate the escrow for this sale of properties.
- Approve the Notice of Exemption and direct the Environmental Assessment Officer to file the Notice with the Tulare County Clerk.
- Direct the Clerk of the Board to return the executed and notarized Grant Deed to Property Management for transmittal to escrow.

SUMMARY:
The County of Tulare owns two remnant parcels consisting of 3,263 square feet (.07 acres, more or less) and 1,571 square feet (.036 acres, more or less), for a total of 4,834 square feet in the unincorporated community of Goshen near Effie Drive and

SUBJECT: Agreement for Sale of Real Property near Effie Drive and Kermia Street in Goshen

DATE: December 4, 2018

Kermia Street. Effie Drive and Kermia Street were vacated between Betty Drive and Road 67 by Board Resolution 2018-0772 on September 18, 2018. The two uneconomic remnants owned by the County are located between the right of way of Effie Drive and Kermia Street. Both parcels are essentially part of the vacated rights of way and a transfer of the real property is requested to complete the vacation. An offer of \$25,000 for both of these parcels has been made by Kruse Investment Company, Inc., a California Corporation.

In accordance with California Government Code 25526.5, County surplus property valued at \$25,000 or less may be sold through an expedited sales process. Also, pursuant to said code, a notice of this sale was publicly posted for a minimum of five (5) working days prior to this meeting. A General Plan Referral was prepared by the Resource Management Agency Planning Division indicating the sale of the property and its intended use is consistent with the adopted Tulare County General Plan 2030.

Upon Board authorization, an escrow will be opened and all appropriate documentation was provided to facilitate the sale of the property to be completed within a period of 30 to 60 days.

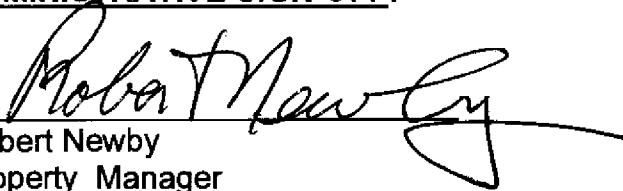
FISCAL IMPACT/FINANCING:

There is no Net County Cost to the General Fund. The one-time sales revenue of \$25,000, less escrow fees, will be applied to Trust Fund 522, Future Construction Fund.

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

The County's Strategic Business Plan includes the Economic Well Being initiative. Board approval of the sale will support this initiative by selling uneconomic remnant properties and placing the properties back onto the County's tax roll.

ADMINISTRATIVE SIGN-OFF:


Robert Newby
Property Manager

cc: County Administrative Office

Attachment(s):

A - Agreement for Sale of Real Property

B - Notice of Exemption

C - Grant Deed

**BEFORE THE BOARD OF SUPERVISORS
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF AGREEMENT FOR)
SALE OF REAL PROPERTY NEAR EFFIE) Resolution No. _____
DRIVE AND KERMIA STREET IN GOSHEN) Agreement No. _____
)

UPON MOTION OF SUPERVISOR _____, SECONDED BY
SUPERVISOR _____, THE FOLLOWING WAS ADOPTED BY THE
BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD _____
_____, BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST: JASON T. BRITT
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY: _____
Deputy Clerk

* * * * *

1. Determined that the real property located near Effie Drive and Kermia Street between Road 67 and Betty Drive in the Community of Goshen is no longer necessary for County or other public purposes, and that estimated value of each of the parcels does not exceed twenty-five thousand dollars (\$25,000).
2. Approved an Agreement for Sale of two parcels of Real Property located near Effie Drive and Kermia Street, between Road 67 and Betty Drive in the Community of Goshen to Kruse Investment Company, Inc., for a total price of \$25,000.
3. Authorized the Chairman to sign the Agreement for Sale of Real Property.
4. Authorized the Chairman to sign the Grant Deed.
5. Authorized the Property Manager, or his designee, to open escrow and sign all documents to facilitate the escrow for this sale of properties.
6. Approved the Notice of Exemption and direct the Environmental Assessment Officer to file the Notice with the Tulare County Clerk.
7. Directed the Clerk of the Board to return the executed and notarized Grant Deed to Property Management for transmittal to escrow.

AGREEMENT FOR SALE OF REAL PROPERTY

This AGREEMENT entered into this 6th day of November, 2018 between Kruse Investment Company Inc., a California Corporation (hereinafter "Buyer") and COUNTY OF TULARE (hereinafter "Seller"), owner of the real property.

WITNESSETH:

WHEREAS, Seller acquired right of way to construct the Betty Drive and Betty Drive/Avenue 312 Realignment and Improvement Project; and

WHEREAS, Seller acquired uneconomic remnants near Effie Dr. and Road 67 unnecessary for development and construction of the Betty Drive and Betty Drive/Avenue 312 Realignment and Improvement Project; and

WHEREAS, Buyer has acquired adjacent parcels and desires to acquire the uneconomic remnants as described in attached Exhibits A, B, C, and C-1; and,

WHEREAS, Seller has vacated surplus right of way on Effie Drive and Kermia Street between Road 67 and Betty Drive in the Community of Goshen.

IT IS HEREBY AGREED AS FOLLOWS:

1. Agreement to Sell and Purchase. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller upon the following terms and for the consideration set forth in this Agreement, all that certain real property situated in the County of Tulare, State of California, and legally described as follows:

SEE ATTACHED EXHIBITS A, B, C and C-1

2. Purchase Price. Buyer and Seller agree that the purchase price shall be Twenty five Thousand Dollars (\$25,000) payable in cash through escrow.
3. Conveyance of Title. On or before escrow closing, Buyer shall deposit purchase price of Twenty Five Thousand Dollars (\$25,000) with escrow agent. Seller agrees to deposit

with said Escrow Agent a Grant Deed conveying said real property to Buyer, together with such other instruments as are necessary.

4. Escrow. Seller agrees to open an escrow with First American Title Company, 484 N. Prospect, St., Suite C, Porterville, CA 93257 in accordance with this Agreement. This Agreement constitutes the joint escrow instructions of Buyer and Seller, and the Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. Any amendment of, or supplement to, any instructions must be in writing.
5. Escrow Fee. Buyer and Seller agree that each shall pay one-half (½) of escrow fees.
6. Title Insurance. Following recordation of deed to Buyer, Escrow Agent shall provide Buyer with California Land Title Association (CLTA) Standard Coverage Policy of Title Insurance in the amount of Twenty Five Thousand Dollars (\$25,000) vested in Buyer subject only to printed exceptions and stipulations contained in said policy. Seller agrees to pay the premium charged therefore. Any additional coverage requested by Buyer shall be obtained at Buyer's expense.
7. Title. Seller agrees to convey any and all interest that seller has in this real property to Buyer, except for reservations in the Grant Deed.
8. Insurance. Buyer shall obtain Buyer's own insurance if desired.
9. Escrow Instructions. Escrow Agent is authorized to:
 - A. Pay and charge Seller for any amounts necessary to transfer title in the manner set forth in Paragraphs 5, 6, and 7 of this Agreement
 - B. Disburse funds, record and deliver deed when conditions of this escrow have been fulfilled by Buyer and Seller.
 - C. All funds received in this escrow shall be deposited with other escrow funds in a general escrow account of First American Title Company.

- D. All adjustments are to be made on the basis of a thirty-(30) day month.
- E. Recordation of any instruments delivered through this escrow is authorized if necessary or proper in the issuance of said policy of title insurance.
- F. Time is of the essence. If this escrow is not able to close within sixty (60) days from the date of these instruction, any party who has fully complied with these instructions may, in writing, demand the return of his money or property; if none have complied, no demand for return thereof shall be recognized until five (5) days after the escrow holder shall have mailed copies of such demand to all other parties at their respective addresses shown in the escrow instructions, and if any objections are raised within said five-day period, escrow holder is authorized to hold all papers or documents until instructed by a court of competent jurisdiction or mutual instructions. If no demands are made, close this escrow as soon as possible.

- 10. Property Condition. Buyer and Seller acknowledge property is being sold "AS IS".
- 11. Permission to Enter Premises. Seller grants Buyer, or its authorized agent, permission to enter upon the real property at all reasonable times prior to close of escrow for the purpose of making necessary environmental inspections by Buyer or his designees.
- 12. Possession. Possession shall be given to Buyer upon the recording of Seller's Deed.
- 13. Proceeds. Escrow Agency is instructed to disburse net proceeds of this escrow by check payable to the parties as their names are signed herein, and to mail checks and documents directly to the proper parties at the addresses set forth in these instructions.
- 14. Indemnification. Buyer shall indemnify and hold Seller harmless from any and all claims, present and future, by third parties arising from the presence of hazardous waste or chemicals existing on the property prior to the date of execution of this agreement.
- 15. Agreement Binding. This Agreement shall be binding upon and inure to the benefit of heirs, successors and assigns of the parties hereto.

16. Notices. Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

BUYER: Kruse Investment Co. Inc., a California Corporation
31120 West Street
Goshen, CA 93227

SELLER: County of Tulare
Board of Supervisors
2800 Burrell
Visalia, CA 93291

COPY TO: County of Tulare
General Services Agency
Property Management
2637 W. Burrell Ave., Ste. 200
Visalia, CA 93291

17. Conflict with Laws or Regulations/Severability. This Agreement is subject to all applicable laws and regulations. If any provisions of this Agreement are found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the Agreement shall continue in full force and effect.

18. Further Assurances. Each party will execute any additional documents and perform any further acts which may be reasonably required to affect the purpose of this Agreement.

19. Dispute Resolution. If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of

disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties; otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within thirty (30) days, either party may pursue litigation to resolve the dispute.

///

///

///

///

///

///

///

///

///

///

///

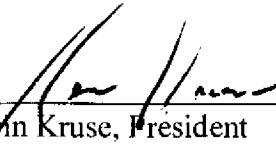
///

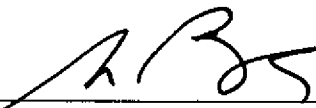
///

///

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signature below.

BUYER: Kruse Investment Company Inc., a California Corporation

By: 
Keyin Kruse, President

By: 
Mark La Bounty, Secretary

Note: Corporations Code Section 313 requires that contracts with a corporation shall be signed by the (1) chairman of the Board, the president or any vice-president and (2) the secretary, any assistant, the chief financial officer, or any assistant treasurer; unless the contract is also accompanied by a certified copy of the Board of Directors resolution authorizing the execution of the contract.

SELLER: COUNTY OF TULARE

By: _____
Chairman, Tulare County Board of Supervisors

ATTEST: Jason T. Britt
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By: _____
Deputy Clerk

Approved as to Form / County Counsel

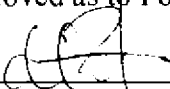
By:  2016.10.30
Deputy 11/8/18

EXHIBIT 'A'

Legal Description
Fee Parcel
Lane Project No. 13239.1
October 17, 2018

That portion of the Town of Goshen, according to the recorded map thereof, in Book 3 of Maps at Page 20, Tulare County Records in the NW1/4 of Section 24, Township 18 South, Range 23 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, more particularly described as follows:

COMMENCING at a point on the easterly prolongation of the south line of Lot 5 of Block 100 of said Town of Goshen, said point being 10.00 feet easterly of the southeast corner of said Lot 5, said point also being on the westerly right of way line of Kermia Street, as abandoned and vacated by the County of Tulare by Resolution No. 60-528, recorded March 23, 1960, as Document No. 9837, in Book 2184 at Page 390, Tulare County Records:

thence northerly, along said westerly right of way line, assumed bearing N00°17'47"E 4.75 feet to a point, said point being on the toe of a slope of Betty Drive, as constructed;
thence N 48°03'24" E 81.04 feet, along said toe of slope, to the easterly right of way line of Kermia Street, being the TRUE POINT OF BEGINNING;
thence N00°17'47"E 109.01 feet, along said easterly right of way line of Kermia Street, to the southwesterly right of way of Effie Drive, being the beginning of a non-tangent curve concave to the southwest, having a radius of 5549.65 feet, a radial line to said curve bears N42°24'04"E;
thence southeasterly, along said southwesterly right of way line of Effie Drive, along said non-tangent curve, through a central angle of 00°50'12", 81.04 feet, to a point, said point being on said toe of slope;
thence S48°03'24"W 80.67 feet, along said toe of slope, to the TRUE POINT OF BEGINNING and there terminating.

Reserving therefrom the southeasterly 25.00 feet, as measured perpendicular to the line which bears S48°03'24"W, for an easement and right necessary for access for fill slope maintenance.

Consisting of 0.07 acres (3,263 S.F.), more or less.

SEE EXHIBIT 'B' ATTACHED HERETO.

EXHIBIT 'B'

SCALE: 1" = 20'

BASIS OF BEARINGS

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

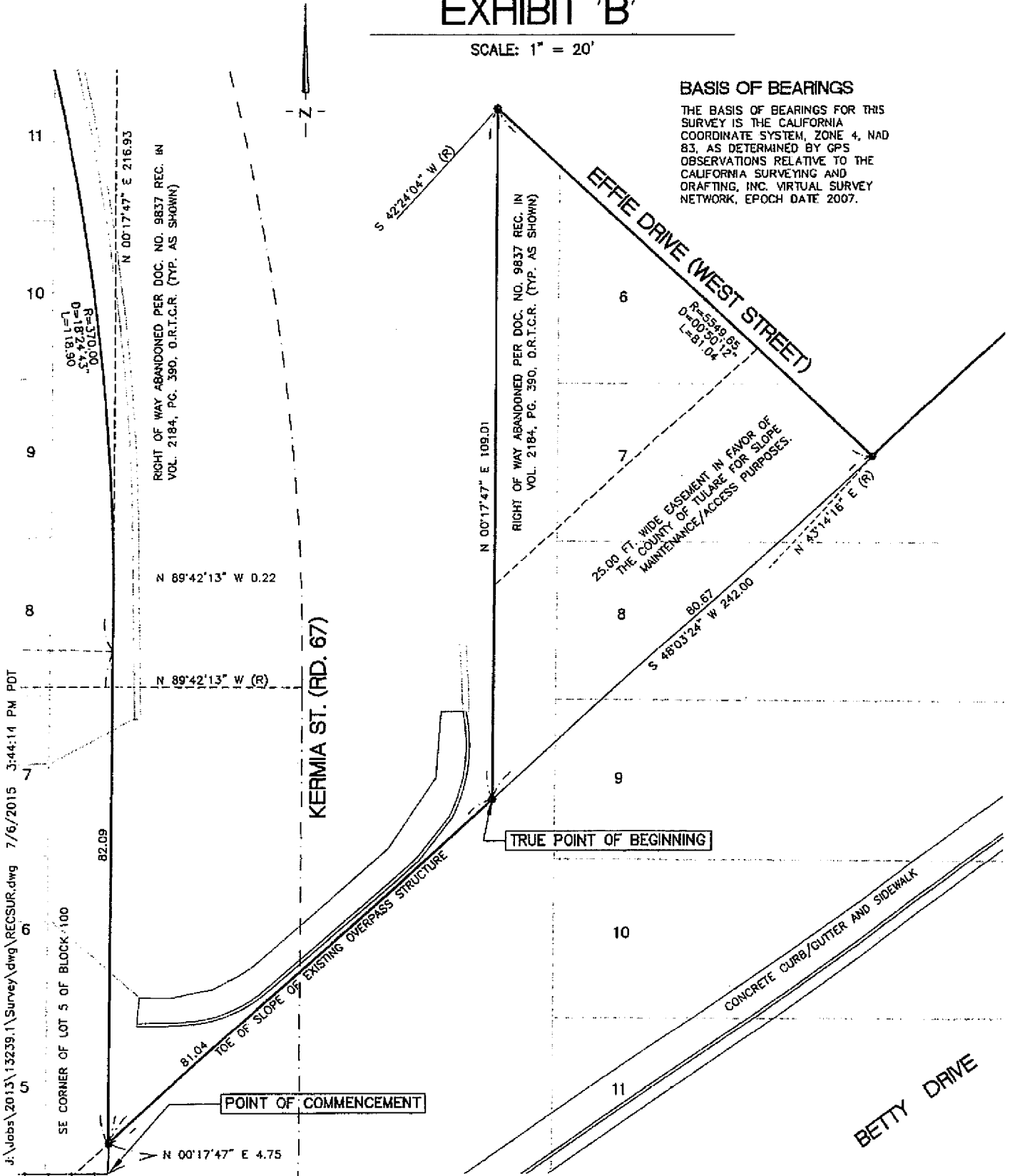


Exhibit C

All that certain real property situate in the Town of Goshen, County of Tulare, State of California, described as follows:

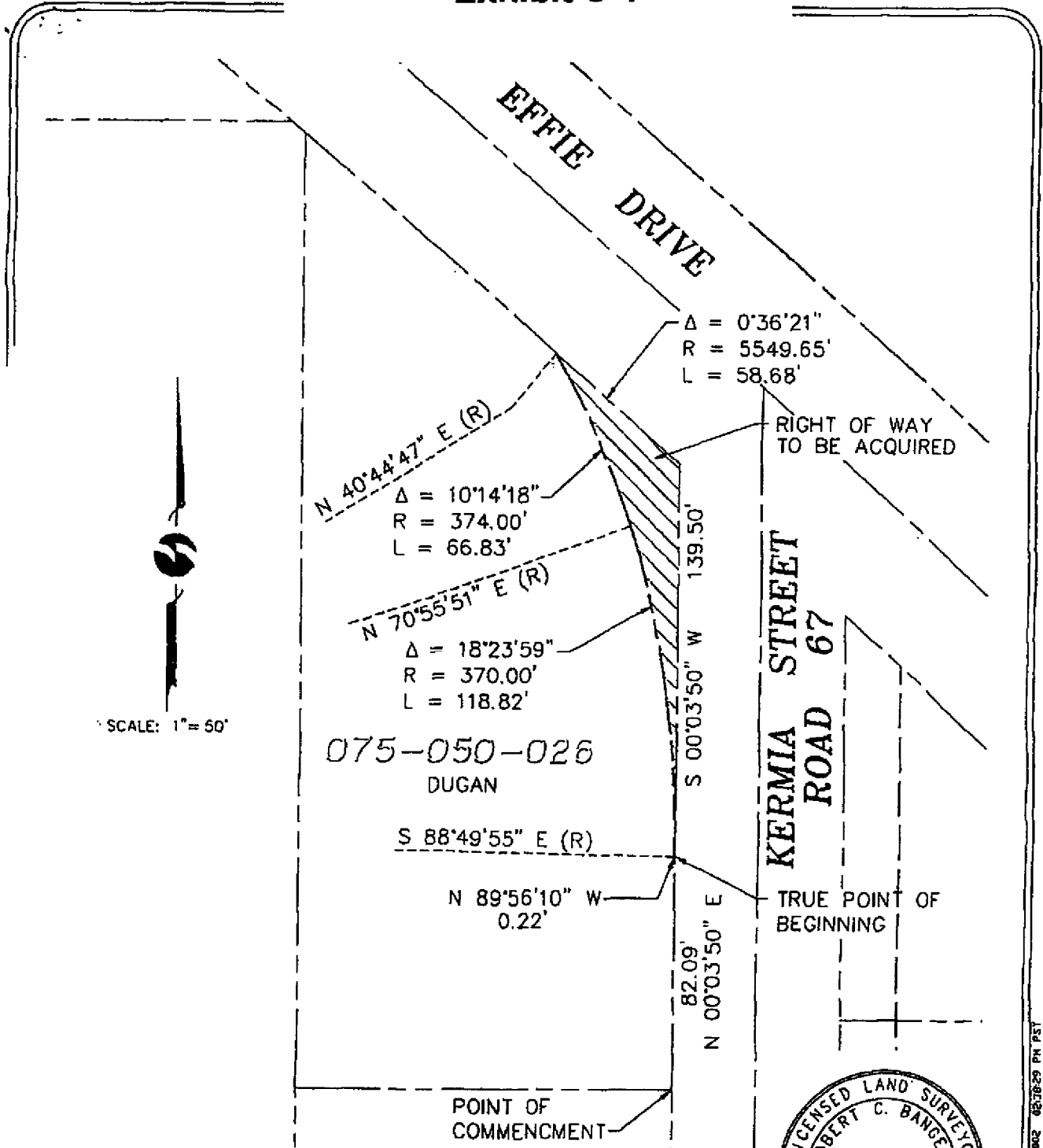
Being a portion of Lots 8, 9, 10, 11, 12, 13, 14, & 15 in Block 100 of the Town of Goshen, as shown on the Plat of Goshen, filed for record in Book 3 of Maps, Page 20, Tulare County Records, and a portion of that certain 10-foot strip of Kermia Street, abandoned and vacated by the County of Tulare by Resolution No. 60-528, recorded in Book 2184 of Tulare County Official Records, Page 390, more particularly described as follows:

Commencing at the intersection of the Easterly prolongation of the South line of said Lot 5 and the East line of the West 10.00 feet of that portion of Kermia Street, abandoned by the above mentioned Resolution; thence North $00^{\circ}03'50''$ East 82.09 feet to the True Point of Beginning; thence leaving said East line, North $89^{\circ}56'10''$ West 0.22 feet to the beginning of a non-tangent curve, concave to the West, having a radius of 370.00 feet, and a radial bearing of South $88^{\circ}49'55''$ East; thence 118.82 feet Northerly along said curve, through a central angle of $18^{\circ}23'59''$ to the beginning of a curve concave to the Southwest, having a radius of 374.00 feet, and a radial bearing of North $70^{\circ}55'51''$ East; thence 66.83 feet Northwesterly along said curve, through a central angle of $10^{\circ}14'18''$ to a point on the Northerly line said Lot 15, said point being the beginning of a curve, concave to the Southwest, having a radius of 5549.65 feet, and a radial bearing of North $40^{\circ}44'47''$ East; thence 58.68 feet Southeasterly along said curve and Northerly line of said Lot 15 and prolongation thereof, through a central angle of $00^{\circ}36'21''$ to a point on said East line of the West 10.00 feet of Kermia Street; thence South $00^{\circ}03'50''$ West 139.50 feet along said East line, to the True Point of Beginning.

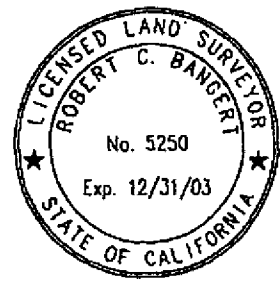
Said description contains 0.036 acres (1,571 sf) more or less.

Reserved therefrom an easement and right necessary for access for road maintenance and to construct, maintain, operate, replace, remove, or renew public utility facilities.

Exhibit C-1



Robert C Bangert 2-25-02
 ROBERT C. BANGERT LS5250 DATE
 LICENSE EXPIRES 12-31-03



K:\PRJ\14251\4251.G1\map9 02/25/2002 05:36:29 PM PST

BETTY DRIVE / AVENUE 312 REALIGNMENT & IMPROVEMENTS RIGHT OF WAY DESCRIPTION

Notice of Exemption

Fee Exempt per Government Code Section 6103

To: Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

Tulare County Clerk
Room 105, Courthouse
221 South Mooney Boulevard
Visalia, California 93291

Lead Agency: Tulare County- Resource Management Agency
5961 South Mooney Blvd.
Visalia, Ca 93277 Ph.: (559) 624-7000

Applicant(s): Kruse Investment Company, Inc.
31120 West Street
Goshen, CA 93227 Phone: (559) 302-1000

Date Filed with Tulare County Clerk

Activity/Project Title: Real property transfer of portions of County property related to the vacation of right of way of Effie Drive and Kermia Street between Road 67 and Betty Drive, Tulare County, CA.

Activity/Project Location: Effie Drive and Kermia Street between Road 67 and Betty Drive, Tulare County, CA.

Activity/Project Location- Section, Township, Range: Northwest ¼ of Section 24, Township 18 South, Range 23 East, Mount Diablo Meridian.

Project Location - City: unincorporated community of Goshen Project Location - County: Tulare

Description of Nature, Purpose, and Beneficiaries of Project: Applicant benefits from vacation of County right-of-way, which would revert to applicant's properties at such time as a Board Resolution approving the vacation is officially recorded.

Exempt Status: (check one)

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- General Rule: CEQA guidelines (14 Cal. Code Regs. Section 15061 (b)(3)) (No Possibility of Significant Impact)
- Categorical Exemption:
- Statutory Exemptions:

Reasons Why Activity/Project is exempt from CEQA: The activity is covered by the general rule Section 15061 (b)(3) "General Rule" or "common sense" exemption on the grounds that it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

Name of Public Agency Approving Activity/Project: County of Tulare Board of Supervisors

Activity/Project Representative: Robert Newby, Property Manager

Area Code/Telephone: 559-624-7240

Signature: 
Hector Guerra

Date: 7/31/18

Title: Chief Environmental Planner

Signature: 
Reed Schenke

Date: 8/1/18

Title: Environmental Assessment Officer
RMA Director

Signed by Lead Agency

Date received for filing at OPR: N/A

Recording Requested by:
First American Title Company

When recorded, mail to:
Kruse Investment Company Inc
31120 West Street
Goshen, CA 93277

(This space for Recorders use only.)

GS PM 18-2

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the COUNTY OF TULARE hereby **GRANT(S)** to the **Kruse Investment Co. Inc., a California Corporation** the following described real property situated in the County of Tulare, State of California:

See Exhibits A, B, C and C-1

Dated this _____ day of _____, 2018 COUNTY OF TULARE

By: _____
Chairman, Board of Supervisors

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 Tulare)

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 _____