

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.

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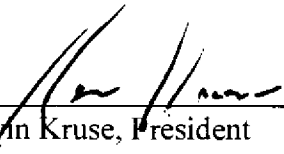
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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signature below.

**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.**

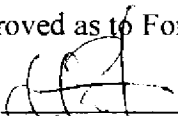
**SELLER:** COUNTY OF TULARE

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  $N00^{\circ}17'47''E$  4.75 feet to a point, said point being on the toe of a slope of Betty Drive, as constructed;  
thence  $N48^{\circ}03'24''E$  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  $N00^{\circ}17'47''E$  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  $N42^{\circ}24'04''E$ ;  
thence southeasterly, along said southwesterly right of way line of Effie Drive, along said non-tangent curve, through a central angle of  $00^{\circ}50'12''$ , 81.04 feet, to a point, said point being on said toe of slope;  
thence  $S48^{\circ}03'24''W$  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  $S48^{\circ}03'24''W$ , for an easement and right necessary for access for fill slope maintenance.

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

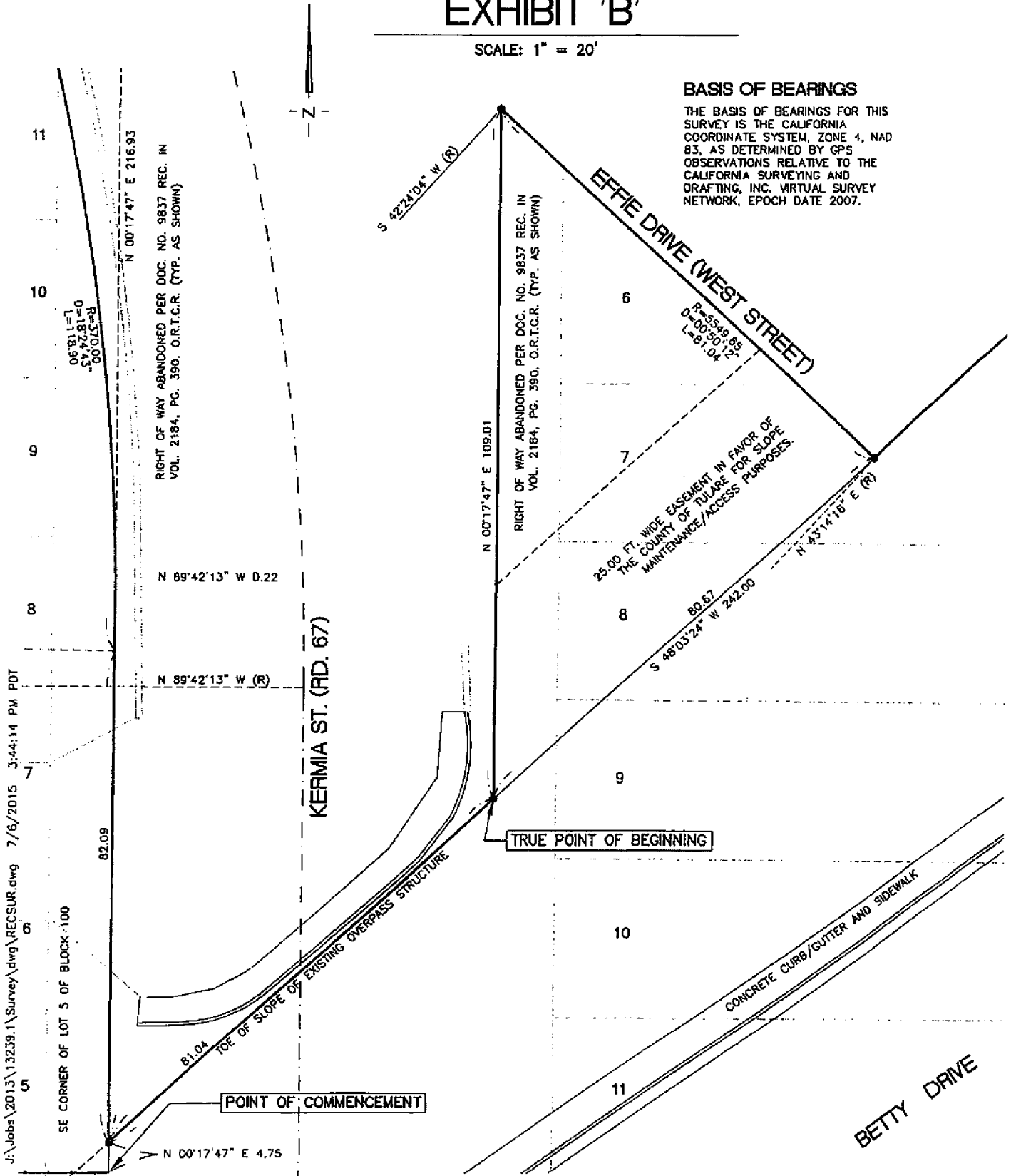
SEE EXHIBIT 'B' ATTACHED HERETO.

# 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 ORAFTING, INC. VIRTUAL SURVEY NETWORK, EPOCH DATE 2007.



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## Exhibit C

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

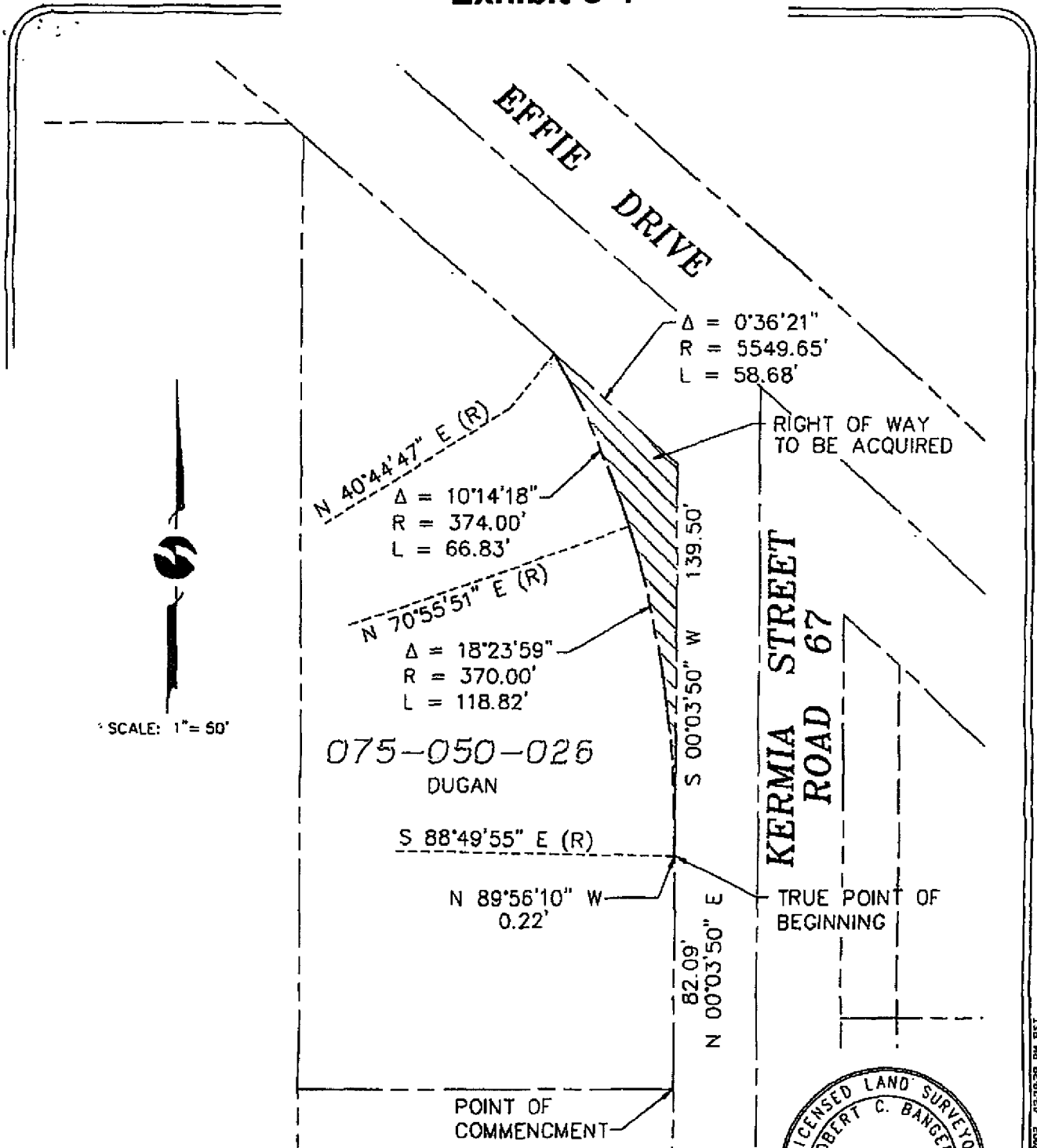
Being a portion of Lots 8, 9, 10, 11, 12, 13, 14, & 15 in Block 100 of the Town of Goshen, as shown on the Plat of Goshen, filed for record in Book 3 of Maps, Page 20, Tulare County Records, and a portion of that certain 10-foot strip of Kermia Street, abandoned and vacated by the County of Tulare by 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.

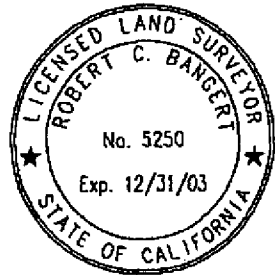
Said description contains 0.036 acres (1,571 sf) more or less.

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 LSS250 DATE  
 LICENSE EXPIRES 12-31-03



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