

\_\_\_\_\_, California  
\_\_\_\_\_  
20\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Grantor ..

DIST.	COUNTY	ROUTE	K.P.	R/W E. A.
06	TUL.	63	36.2	OC8209

This Document No. **85830** in the form of a **Grant Deed**, covering the property particularly described in the above instrument has been executed and delivered to **Ruben A. Perez**, Right of Way Agent for the State of California.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the State of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
- (B) Grantee requires said property described in Document Nos. **85830** for the construction of installation of traffic signals and upgrade of curb radius for public safety on State Route 63 & Avenue 408, a public use for which Grantee has the authority to exercise the power of eminent domain. Grantor(s) is compelled to sell, and Grantee is compelled to acquire Parcel(s) **85830**.

Both Grantor(s) and Grantee recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.

2. The State shall:

- (A) Pay the undersigned Grantor(s) the sum of **\$2,500.00** - For Parcel 85830 (Fee), and for the property or interest conveyed by the above document(s) when title to said property vests in the State.
  - a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
  - b. Covenants, conditions, restrictions and reservations of record, or contained in the above-referenced document.
  - c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.

- (B) Pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by the State, the premium charged therefor. Said escrow and recording changes shall not, however, include documentary transfer tax.
  - (C) Have the authority to deduct and pay from the amount shown in Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which escrow closes, together with penalties and interest hereon, and/or delinquent and unpaid nondelinquent assessments which have become a lien at the close of escrow.
3. It is understood and agreed that all utility services affected by the State's proposed construction which are not compensated for under the amount provided for in Clause Number 2(A) above, and specifically designated as having been provided for by the terms of this contract, shall be reconnected by the State or its contractor at no expense to the Grantor(s).
  4. Permission is hereby granted to the State or its authorized agent to enter upon our land, where necessary, to relocate utility services as described in Clause No. 3 of this contract.
  5. Any or all moneys payable under this contract, up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deed(s) or mortgage(s) shall, upon demand(s), be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder, said mortgagee(s) or beneficiary(ies) to furnish Grantor(s) with good and sufficient receipt showing said moneys credited against the indebtedness secured by said mortgage(s) or deed(s) of trust
  6. It is understood and agreed by and between the parties that the Grantor(s) retains full responsibility for any tax liability.
  7. The undersigned Grantor(s) hereby agree and consent to the dismissal of any eminent domain action in the Superior Court wherein the herein described land is included and also waive any and all claims to any money that may now be on deposit in said action.
  8. In consideration of the State's waiving the defects and imperfections in all matters of record title, the undersigned Grantor(s) covenant and agree to indemnify and hold the State of California harmless from any and all claims that other parties may make or assert on the title to the premises. The Grantor(s)' obligation herein to indemnify the State shall not exceed the amount paid to the Grantor(s) under this contract.
  9. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the State, including the right to remove and dispose of improvements, shall commence on May 1, 2007, or the close of escrow controlling this transaction, whichever occurs first, and that the amount shown in Clause 2(A) above herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

Part of Right of Way Contract No. 85830

This transaction will be handled through an internal escrow with the:

Department of Transportation  
855 "M" Street, Suite 200  
Fresno, CA 93721 (559) 445-6216

Parcel Nos. 85830

IN WITNESS WHEREOF, the parties have executed this agreement  
the day and year first above written.

County of Tulare

APPROVED AS TO FORM:  
COUNTY COUNSEL

By *[Signature]*  
Deputy 6-8-07

\_\_\_\_\_  
  
\_\_\_\_\_

Grantor(s)

RECOMMENDED FOR APPROVAL:

STATE OF CALIFORNIA

By: \_\_\_\_\_  
RUBEN A. PEREZ  
Right of Way Agent

DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
LARRY STEELMAN, Chief  
Right of Way  
Acquisition Branch

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

Part of Right of Way Contract Number 85830

RW 8-4 (12/94)

When Recorded Mail To:

Department of Transportation  
855 M Street, Suite 200  
Fresno CA 93721

State Business-No Recording Fee  
(Gov. Code 27383)

By \_\_\_\_\_  
Right of Way Agent  
APN 032-090-007

Space above this line for Recorder's Use

District	County	Route	Post	Number
06	TUL	63	K.P. 36.20	85830-1

**GRANT DEED**  
(INDIVIDUAL)

**ORIGINAL**

**County of Tulare**

GRANTS to the STATE OF CALIFORNIA, all that real property in the City of Visalia, County of Tulare, State of California, described as:

(DESCRIPTION FOLLOWS ON PAGE 2)

That portion of the north half of the northeast quarter of Section 19, Township 16 South, Range 25 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California more particularly described as follows:

Commencing at a point along the north line of the northeast quarter of said section 19, from which the northeast corner thereof, marked by a 2" brass disk tagged "CADOH", bears South 89°15'46" East, a distance of 51.975 meters;

THENCE (1) South 00°44'14" West, a distance of 6.096 meters to a point on the north right of way line of Avenue 408, said point also being the **TRUE POINT OF BEGINNING**;

THENCE (2) South 89°15'46" East, along said north right of way line, a distance of 29.020 meters;

THENCE (3) South 70°49'58" East, a distance of 9.637 meters, to the west right of way line of State route 63;

THENCE (5) South 00°44'28" West, along said right of way line, a distance of 16.770 meters;

THENCE (6) North 14°54'50" West, a distance of 12.553 meters to the beginning of a non-tangent curve concave southwesterly to which a radial line bears North 59°42'48" East, with a radius of 9.090 meters;

THENCE (7) northwesterly along said curve through a central angle of 18°35'47", an arc distance of 2.950 meters;

THENCE (8) North 60°37'05" West, a distance of 8.206 meters;

THENCE (9) North 88°06'37" West, a distance of 25.044 meters to the north right of way line of Avenue 408, said point also being the **TRUE POINT OF BEGINNING**;

Containing 71.7 square meters, more or less.

The bearings and distances used in this description are on the California Coordinate System of 1983, Zone 4. Multiply distances by 1.0000755 to convert to ground distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature Steven G. Kuehler  
Licensed Land Surveyor

Date January 25, 2007



~~The grantor further understands that the present intention of the grantee is to construct and maintain a public highway on the lands hereby conveyed in fee and the grantor, for the grantor and the grantor's successors and assigns, hereby waives any claims for any and all damages to grantor's remaining property contiguous to the property hereby conveyed by reason of the location, construction, landscaping or maintenance of said highway.~~

(As used above, the term "grantor" shall include the plural as well as the singular number)

*B*

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200

County of Tulare

\_\_\_\_\_  
\_\_\_\_\_

**APPROVED AS TO FORM:  
COUNTY COUNSEL**

*By [Signature]*  
**Deputy**

**PERSONAL ACKNOWLEDGMENT**

STATE OF CALIFORNIA } SS  
County of \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_  
Name, Title of Officer-E.G., "Jane Doe, Notary Public"

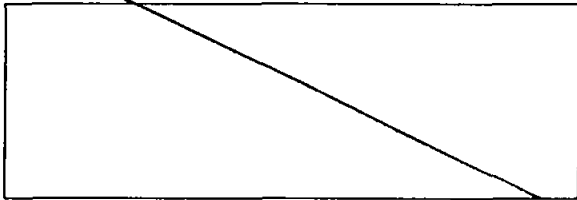
personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

- personally known to me
- 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

WITNESS my hand and official seal

(Notary Public's signature in and for said County and State)



(for notary seal or stamp)

**THIS IS TO CERTIFY, That the State of California, acting by and through the Department of Transportation (pursuant to Government Code Section 27281), hereby accepts for public purposes the real property described in the within deed and consents to the recordation thereof.**

**IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 200\_**

**WILL KEMPTON**  
Director of Transportation

By \_\_\_\_\_  
**ATTORNEY IN FACT**  
Larry L. Steelman, Chief  
Acquisition Unit

06-Tul 63-22.3/22.8 (KP 35.9/36.7)  
State Route 63 & Avenue 408  
Signals, Lighting and Roadway  
06-0C8200  
District Agreement No. 06-1303  
201.010

**COOPERATIVE AGREEMENT**

THIS AGREEMENT, ENTERED INTO EFFECTIVE ON \_\_\_\_\_, 2008, is between the STATE OF CALIFORNIA, acting by and through its DEPARTMENT OF TRANSPORTATION, referred to herein as "STATE", and

COUNTY OF TULARE, a political subdivision of the State of California, herein referred to as "COUNTY".

and TULARE COUNTY REDEVELOPMENT AGENCY, a body politic and subdivision of the State of California, referred to herein as "AGENCY".

**RECITALS**

1. STATE, COUNTY and AGENCY, pursuant to Streets and Highways Code sections 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to State Highways System (SHS) within County of Tulare.
2. STATE, COUNTY and AGENCY desire the installation of traffic control signals, safety lighting and the construction of roadway improvements on State Route 63 at Avenue 408, in the County of Tulare, referred to herein as "PROJECT", and desire to specify the terms and conditions under which PROJECT is to be engineered, constructed, financed, and maintained. The estimated total cost of PROJECT is \$2,318,000 as shown on Exhibit A, attached to and made a part of this Agreement.
3. It is anticipated that \$515,000 in Federal HES funds, referred to herein as " HES FUNDS" will be allocated for the costs of PROJECT, which are eligible for Federal-aid participation, and STATE, COUNTY, and AGENCY will bear the remainder of those costs as set forth herein.

**SECTION I**

**STATE AGREES:**

1. To provide all necessary preliminary engineering (PA&ED), including, but not limited to, environmental compliance and approval of PROJECT, investigation of potential cultural resources and hazardous material sites, plans, specifications, and estimate (PS&E), and



- complete utility identification and location; to provide all necessary construction engineering services needed to complete PROJECT; and to bear STATE's share of the actual costs thereof. Estimates of such costs are shown on Exhibit A.
2. To construct PROJECT by contract in accordance with PS&E of STATE.
  3. To pay an amount equal to one hundred percent (100%) of the actual PA&ED cost of PROJECT, which said percentage amount is estimated to be \$62,000.
  4. To pay an amount equal to one hundred percent (100%) of the actual PS&E cost of PROJECT, which said percentage amount is estimated to be \$609,000.
  5. To pay an amount equal to one hundred percent (100%) of the actual right of way support costs of PROJECT, which said percentage amount is estimated to be \$222,000.
  6. To pay an amount equal to one hundred (100%) of the actual construction engineering cost of PROJECT, which said percentage amount is estimated to be \$294,000.
  7. To pay an amount equal to twenty-two and forty three hundredths (22.43%) percent, which said percentage amount is estimated to be \$222,000, of the estimated \$990,000 construction capital cost of PROJECT. If bids exceed the estimate of \$990,000, STATE will pay an amount equal to fifty percent (50%) of additional construction capital cost of PROJECT up to a maximum contribution of \$321,000.
  8. To submit a billing to AGENCY, (within 25 days of execution of this Agreement), in the amount of 141,000, which figure represents the AGENCY's estimated share of PROJECT costs for R/W capital.
  9. To submit a billing to AGENCY (which billing will be forwarded 15 days prior to bid advertising date of construction contract for PROJECT), the amount of \$253,000, which figure represents AGENCY's estimated share of cost for construction capital.
  10. To submit a billing to AGENCY (within 60 days of contract award), a bill for the OPTICOM emergency vehicle preemption device in the amount of the actual bid price for item.
  11. To assume responsibility, in COUNTY's behalf, for administering HES FUNDS, federal reimbursement equal to ninety (90%) of PROJECT construction capital costs, which said percentage amount is estimated to be \$515,000.
  12. To process all federal authorizations for HES FUNDS, on behalf of COUNTY, as applicable under Federal and State law for contribution.
  13. STATE's total obligation for anticipated costs of PROJECT is estimated to be \$1,409,000 excluding costs referred to in Section IV, Article 15 of this Agreement, and any expenditures by STATE beyond that estimate is subject to an encumbrance of additional contract funds to accomplish that additional work on PROJECT.
  14. Upon completion of PROJECT and work incidental thereto, to furnish COUNTY and AGENCY with a detailed statement of the costs to be borne by each party, including resolution of any construction related claims, which have been allowed to the construction contractor. STATE thereafter shall refund to AGENCY, promptly after completion of STATE's audit, any amount of AGENCY deposits required Section III,

Article 1 & 2, remaining after actual costs to be borne by AGENCY have been deducted, or to bill AGENCY for any additional amount required to complete AGENCY's financial obligations pursuant to this Agreement.

15. To include in the construction contract items Opticom emergency vehicle preemption equipment.
16. To operate and maintain the entire traffic control signals, and safety lighting as installed and pay an amount equal to fifty percent (50%) of the total costs, including electrical energy costs.
17. To operate and maintain the Opticom emergency vehicle preemption equipment installed within SHS right of way. All costs associated with the Opticom emergency vehicle preemption equipment shall be born by the COUNTY. STATE shall not be responsible for the maintenance and operation of emergency vehicle preemption device(s) to be installed on emergency vehicles.
18. This Agreement is entered into by all parties with the express understanding that the PROJECT is build by the parties in a cooperative effort and nothing in this Agreement shall be construed to constitute a principle agent relationship between the STATE, COUNTY or AGENCY.

"STATE agrees to advise everyone it assigns or hires to perform any duty under this agreement that they are not employees of COUNTY or AGENCY. Subject to any performance criteria contained in this Agreement, STATE shall be solely responsible for determining the means and methods of performing the specified services and constructing PROJECT, and COUNTY and AGENCY shall have no right to control or exercise any supervision over STATE or any contractors constructing PROJECT, as to how the services will be performed.

Notwithstanding this independent contractor relationship, COUNTY and AGENCY shall have the right to monitor and evaluate the performance of STATE to assure compliance with this Agreement."

## SECTION II

### COUNTY AGREES:

1. To waive all authority to administer HES FUNDS and to grant said authority to STATE.
2. To designate and authorize STATE to transfer the amount of \$515,000 in HES FUNDS to be applied toward COUNTY's obligation for estimated PROJECT construction capital costs, as shown on Exhibit A, obligated by Federal Highway Administration in accordance with the Local Assistance Procedures Manual. Said transfer will be made by STATE prior to STATE's advertisement of the construction contract.
3. COUNTY's total obligation for said anticipated costs of PROJECT, excluding costs referred to in Section IV, Article 15 of this Agreement, and is estimated to be \$515,000. Any expenditure beyond that estimate is subject to an encumbrance of additional contract funds to accomplish that extra work on PROJECT and amendment to this Agreement. This total estimated cost includes COUNTY's contribution of \$515,000 of HES FUNDS.

4. To reimburse STATE for COUNTY's proportionate share of the cost of operation and maintenance of the traffic control signals and safety lighting, such share to be an amount equal to fifty percent (50%) of the total costs, including electrical energy costs.
5. To reimburse STATE one hundred percent 100% of costs for the operation and maintenance of the Opticom emergency vehicle preemption device that is installed in SHS right of way. To be responsible for operations and maintenance on emergency vehicles.
6. At no cost to STATE, to provide prompt review and approvals, as appropriate, of submittals by STATE, and to coordinate in timely processing of PROJECT.

### SECTION III

#### AGENCY AGREES:

1. To deposit with STATE within twenty-five days of receipt of billing therefore (which billing will be forwarded within twenty-five (25) days of execution of this Agreement) the amount of \$141,000, which figure represents the AGENCY's estimated share of PROJECT costs for right of way capital.
2. To deposit with STATE within twenty-five (25) days of receipt of billing therefor (which billing will be forwarded to AGENCY by STATE within fifteen (15) days prior to STATE's bid advertising date of a construction contract for PROJECT), the amount of \$253,000, which figure represents AGENCY's estimated proportionate share of the construction capital costs of PROJECT, as shown on Exhibit A.
3. To deposit with STATE within twenty-five (25) days of receipt of billing therefore (which will be forwarded to AGENCY by STATE within sixty (60) days of contract award) the actual bid price of the Opticom emergency vehicle preemption device equipment.
4. To pay an amount equal to one hundred percent (100%) of costs of the emergency vehicle preemption device.
5. To pay an amount equal to one hundred (100%) percent of the right of way capital cost of PROJECT, which said percentage is estimated to be \$141,000.
6. To pay an amount equal to twenty-five and fifty-five hundredths (25.55%) percent, which said percentage amount is estimated to be \$253,000, of the estimated \$990,000 construction capital cost of PROJECT. If bids exceed the estimate of \$990,000, AGENCY will pay an amount equal to fifty percent (50%) of additional construction capital cost of PROJECT up to a maximum contribution of \$352,000.
7. AGENCY's total obligation for said anticipated costs of PROJECT, excluding costs referred to in Section IV, Article 15 of this Agreement, is estimated to be \$394,000 and shall not exceed \$482,000. Any expenditure by AGENCY beyond that estimate is subject to an encumbrance of additional contract funds to accomplish that extra work on PROJECT and amendment of this Agreement.

8. To pay STATE upon completion of all work on PROJECT and within twenty-five (25) days of receipt of a detailed statement made upon final accounting of costs therefor, any amount over and above the aforesaid advance deposit required completing AGENCY's financial obligation assumed pursuant to this Agreement.

#### SECTION IV

##### IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority, and the allocation of funds by the California Transportation Commission.
2. STATE shall not award a contract to construct PROJECT until obligation of HES FUNDS and receipt of deposits required Section III, Articles 1 and 2, of this Agreement.
3. Should any portion of PROJECT be financed with Federal funds or State gas tax funds, all applicable laws, regulations, and policies relating to the use of such funds shall apply, notwithstanding other provisions of this Agreement.
4. Prior to award of the construction contract for PROJECT, COUNTY and AGENCY may terminate this Agreement by written notice, provided COUNTY and AGENCY pay STATE for all costs related to PROJECT incurred by STATE prior to termination.
5. After opening bids for the construction contract for PROJECT, AGENCY's estimate of cost will be revised on actual bid prices. AGENCY'S required deposit under Section III, Article 2 of this Agreement will be increased or decreased to match said revised estimate. If the estimated deposit increase or decrease is less than \$1,000, no refund or demand for additional deposit will be made until final accounting of costs for PROJECT.
6. After opening bids for construction contract for PROJECT, and if bids indicate a cost overrun of no more than twenty percent (20%) of the estimate will occur, STATE may award the contract notwithstanding the STATE's right to seek additional contribution from AGENCY.
7. If, upon opening bids, it is found that a cost overrun exceeding twenty percent (20%) of the construction cost estimate for PROJECT will occur, STATE, AGENCY and COUNTY, will endeavor to agree upon an alternative course of action. If after twenty-five (25) days, an alternative course of action is not agreed upon, this Agreement shall be deemed to be terminated by mutual consent.
8. If any existing utility facilities conflict with the construction of PROJECT or violate STATE's encroachment policy, STATE shall make all necessary arrangements with the owners of such facilities for their timely accommodation, protection, relocation, or removal.

The costs for the PROJECT's positive identification and location, protection, relocation, or removal of utility facilities whether inside or outside STATE's right of way shall be determined in accordance with Federal and California laws and regulations, and STATE's policies, procedures, standards, practices, and applicable agreements including, but not limited to, Freeway Master Contracts.

9. Upon completion of all work on PROJECT under this Agreement, ownership and title to materials, equipment and appurtenances (other than utilities) installed within the State highway right of way will automatically be vested in STATE and materials, equipment and appurtenances installed outside of the State highway right of way will automatically be vested in COUNTY or another responsible third party unless this Agreement expressly provides to the contrary. No further agreement will be necessary to transfer ownership as hereinbefore stated.
10. If cultural, archaeological, paleontological or other protected materials are encountered during PROJECT construction, STATE shall stop work in that area until a qualified professional can evaluate the nature and significance of the find and a plan is approved for the removal or protection of that material. The costs for any removal or protection of that material shall be covered as a PROJECT cost contemplated by this Agreement.
11. Any hazardous material or contamination of an HM-1 category found within existing SHS right of way during PROJECT shall be the responsibility of STATE. Any hazardous material or contamination of an HM-1 category found within local road right of way during PROJECT shall be the responsibility of COUNTY. For the purpose of this Agreement, hazardous material of HM-1 category is defined as that level or type of contamination which must be remediated by reason of its mere discovery regardless of whether it is disturbed by PROJECT or not. STATE shall sign the HM-1 manifest and pay all costs for remedy or remedial action within existing SHS right of way, except that if STATE determines, in its sole judgment, that STATE's cost for remedy or remedial action is increased as a result of COUNTY's decision to proceed with PROJECT, that additional cost identified by STATE shall be borne by COUNTY. COUNTY shall sign the HM-1 manifest and pay all costs for required remedy or remedial action within local road right of way or other property. While STATE will exert every reasonable effort to fund the remedy or remedial action for which STATE is responsible, in the event STATE is unable to provide funding, COUNTY will have the option to either delay PROJECT until STATE is able to provide that corrective funding or COUNTY may proceed with the remedy or remedial action as a PROJECT expense without any subsequent reimbursement by STATE.
12. Any remedy or remedial action with respect to any hazardous material or contamination of an HM-2 category found within existing SHS right of way shall be the responsibility of STATE who shall sign the HM-2 manifest and management of HM-2 will be a PROJECT cost if the PROJECT proceeds. Any remedy or remedial action with respect to any hazardous material or contamination of an HM-2 category found within COUNTY right of way shall be the responsibility of COUNTY who shall sign the HM-2 manifest and management of HM-2 will be at COUNTY's cost, if the PROJECT proceeds. For the purpose of this Agreement any hazardous material or contamination of HM-2 category is defined as that level or type of contamination which said regulatory control agencies would have allowed to remain in place if undisturbed had PROJECT not proceeded.
13. If hazardous material or contamination of either HM-1 or HM-2 category is found on new right of way acquired by or on account of COUNTY for PROJECT, COUNTY shall be responsible, at COUNTY's expense, for all required remedy or remedial action and/or protection in the absence of a generator or prior property owner willing and prepared to perform that corrective work.
14. Remedial actions proposed by COUNTY on SHS right of way shall be pre-approved by STATE and shall be performed in accordance with STATE's standards and practices and standards and practices mandated by Federal and State regulatory agencies.

15. The total obligations of the parties to this Agreement as specified in Section I, Article 13, Section II, Article 3, and Section III, Article 7, do not include costs of claims related to the construction contract allowed, the costs of defense of those claims, and the costs of any unforeseen encounters of the type described in Articles 10 through 14 of this Section IV. Additional costs and responsibilities for any required actions that exceed the budgeted costs of PROJECT shall be covered by amendment to this Agreement. STATE may be required to stop work on PROJECT until additional funding is secured and/or restore the site of PROJECT to a condition of safe operation, using any then unexpended funds for PROJECT, if those additional funds are not made available for PROJECT.
16. The cost of any engineering; any protection, removal, preservation, and curation of protected resources; and any identification, treatment, removal, packaging, transportation, and storage of any hazardous materials encountered on PROJECT shall include all direct and indirect costs (functional and administrative overhead assessment) attributable to all such work, applied in accordance with STATE's standard accounting procedures.
17. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by COUNTY and/or AGENCY under or in connection with any work, authority or jurisdiction conferred upon COUNTY and/or AGENCY and arising under this Agreement. It is understood and agreed that COUNTY and/or AGENCY shall fully defend, indemnify and save harmless STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by COUNTY and/or AGENCY under this Agreement
18. Neither COUNTY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction conferred upon STATE and arising under this Agreement. It is understood and agreed that STATE and/or AGENCY shall fully defend, indemnify and save harmless COUNTY and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE and/or AGNECY under this Agreement.
19. Neither AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE and COUNTY under or in connection with any work, authority or jurisdiction conferred upon STATE and COUNTY and arising under this Agreement. It is understood and agreed that STATE and COUNTY shall fully defend, indemnify and save harmless AGENCY and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE and COUNTY under this Agreement.
20. During the construction of PROJECT, STATE will furnish a representative to perform the functions of a Resident Engineer, and COUNTY or AGENCY may, at no cost to STATE, furnish a representative, if it so desires. While said representative and Resident Engineer will cooperate and consult with each other, the decisions of STATE's Resident Engineer shall prevail.

21. Execution of this Agreement by COUNTY grants to STATE the right to enter upon COUNTY owned lands to construct PROJECT.
22. In the even actual costs of PROJECT are anticipated to exceed the cost of estimates for PROJECT, the parties hereto agree to each exert best efforts to proportionately increase its funding contributions by amendment to this Agreement to provide for those required costs.
23. 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:

COUNTY: Henry Hash, Director  
Tulare County Resource Management Agency  
5961 S. Mooney Blvd.  
Phone No.: (559) 733-6291  
Fax No.: (559) 730-2653

AGENCY: Henry Hash, Executive Director  
Tulare County Redevelopment Agency  
5961 S. Mooney Blvd.  
Phone No.: (559) 733-6291  
Fax No.: (559) 730-2653

STATE: Judy Aguilar, Project Manager  
2015 East Shields, Suite 100, Fresno, CA 93726  
Phone No.: (559) 243-3457  
Fax No.: (559) 243-3426

Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.


24. Those portions of this Agreement pertaining to the construction of PROJECT shall terminate upon completion and acceptance of the construction contract for PROJECT by STATE, or on November 1, 2013, whichever is earlier in time. However, the ownership, operation, maintenance, indemnification, and claims clauses shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any claim related to the construction contract arising out of PROJECT be asserted against STATE, COUNTY and AGENCY agrees to extend the termination date of this Agreement and provide additional funding as required to cover COUNTY and AGENCY's proportionate share of costs or execute a subsequent Agreement to cover those eventualities.

**STATE OF CALIFORNIA**  
**Department of Transportation**

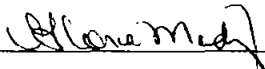
WILL KEMPTON  
Director

By: \_\_\_\_\_  
MALCOLM X DOUGHERTY  
District 6 Director

Approved as to form and procedure:

By:   
MEERA DANDAY  
Attorney  
Department of Transportation

Certified as to form and procedure:

By:   
for Accounting Administrator

Certified as to financial terms and conditions:

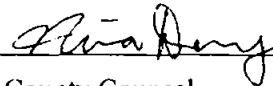
By: \_\_\_\_\_  
WADE A. TANSKLEY  
District 6 Office of Budgets

**COUNTY OF TULARE**

By: \_\_\_\_\_  
CONNIE CONWAY  
Chairman, Board of Supervisors

Attest: \_\_\_\_\_  
Clerk of the Board of Supervisors

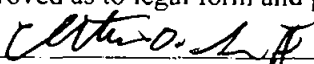
Approved as to legal form and procedure:

By:  1/10/08  
County Counsel 207429

**COUNTY of TULARE**  
**REDEVELOPMENT AGENCY**

By: \_\_\_\_\_  
CONNIE CONWAY  
Chairman, Tulare County Redevelopment  
Agency

Attest: \_\_\_\_\_  
Clerk of the Tulare County  
Redevelopment Agency

Approved as to legal form and procedure:  
By:   
Tulare County Redevelopment Agency  
Counsel 1-11-07



06-Tul-63 (PM 22.3/22.8) KP 35.9/36.7  
 State Route 63 and Avenue 408  
 EA 06-0C820\_1  
 District Agreement No. 06-1303

Exhibit A

DESCRIPTION	COUNTY and AGENCY's Share				STATE's Share
	COUNTY'S Share	AGENCY's Share	RDA/AGENCY	COUNTY and AGENCY Estimated Total Cost	
<b>TOTAL COST</b>					
Capital Costs					
Right of Way		\$ 141,000		\$ 141,000	\$ -
Construction	\$ 990,000	\$ 515,000	\$ 253,000	\$ 768,000	\$ 222,000
<b>Subtotal</b>	\$ 1,131,000	\$ 515,000	\$ 394,000	\$ 909,000	\$ 222,000
Support Costs					
PA&ED					
	\$ 62,000			\$ -	\$ 62,000
PS&E	\$ 609,000			\$ -	\$ 609,000
Right of Way	\$ 222,000			\$ -	\$ 222,000
Construction Engineering	\$ 294,000			\$ -	\$ 294,000
<b>Subtotal</b>	\$ 1,187,000	\$ -		\$ -	\$ 1,187,000
<b>PROJECTIONS TOTAL COST</b>	\$ 2,318,000	\$ 515,000	\$ 394,000	\$ 909,000	\$ 1,109,000