EXHIBIT "A"

Road 80
Right of Way Acquisition

Property: A.P.N. 017-040-012

Description:

A parcel of land lying in the northeast one-quarter of the northeast one-quarter of Section 18, Township 16 South, Range 24 East, Mount Diablo Base and Meridian, in the City of Dinuba, County of Tulare, State of California, and being a portion of that tract of land which was conveyed to Stanley L. Isaac and Ann T. Isaac, Trustees of the Stanley L. Isaac Family Trust dated February 13, 2006, by that certain GRANT DEED recorded April 24, 2006, as Document No. 2006-0042853, Official Records, County of Tulare, State of California and being more particularly described by metes and bounds as follows;

Beginning at a point which bears S00°04'32"E 686.56' and N88°56'02"W 20.00' from the northeast corner of said Section 18 and being on the west line of that certain 20.00' strip of land conveyed to the County of Tulare for road purposes by deed recorded in Volume 1 of Rights of Way at Page 199, Records of Tulare County, California;

Thence S00°04'32"E 100.39' along said west line to a point on the south line of grantors property;

Thence S89°55'28"W 33.21' along said south line;

Thence departing from said south line N00°17'59"W 101.06' to a point on the north line of grantors property;

Thence S88°56'02"E 33.62' along said north line to the point of beginning.

Containing 3,365 square feet or 0.0773 acres, more or less.

The Basis of Bearings for this description is the California State Plane Coordinate System, NAD83, Zone IV. All distances are Grid distances. To convert to ground distances multiply by 1.0000633.

End of Description

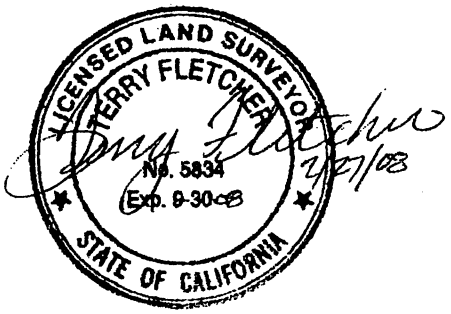
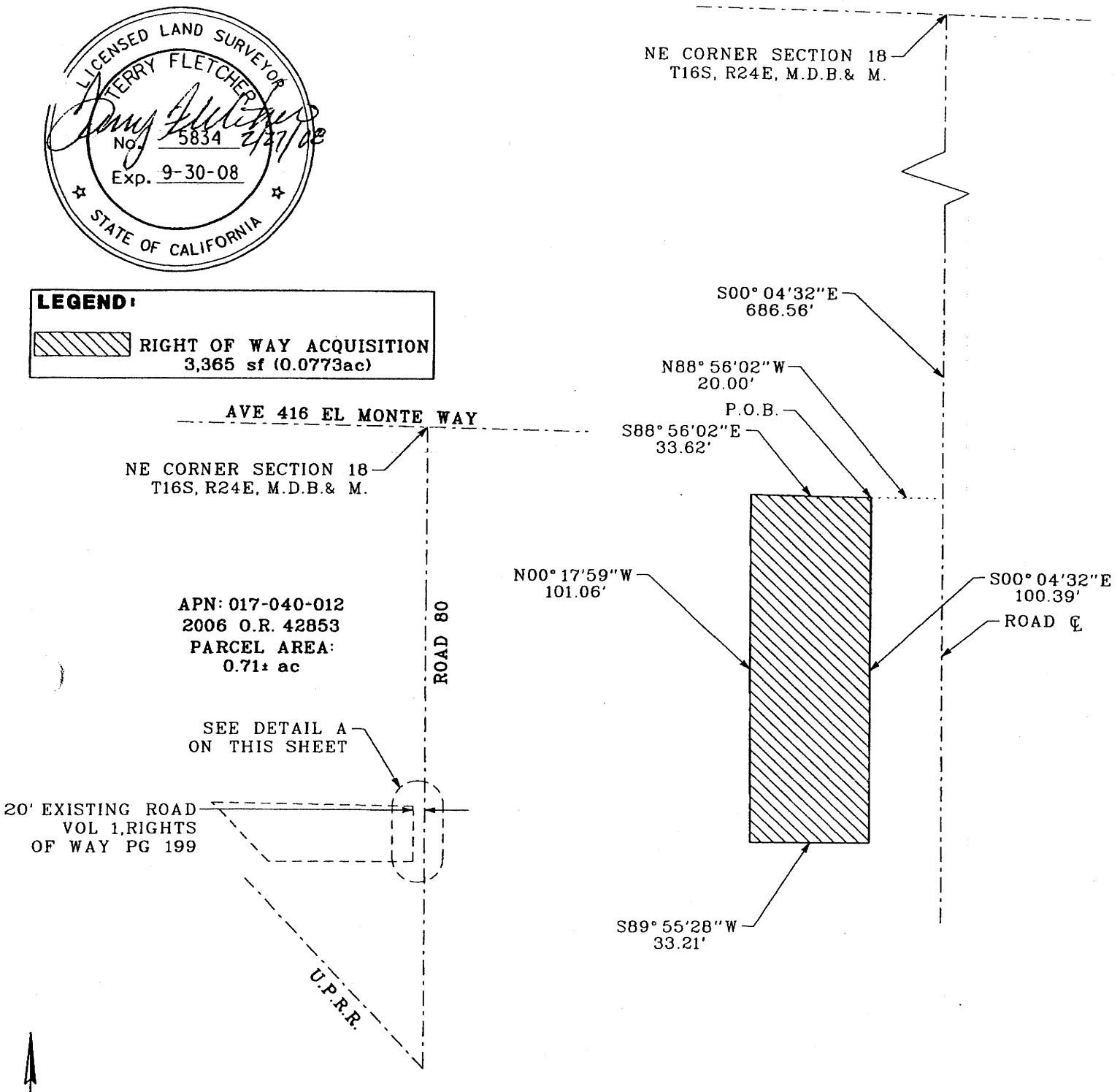


EXHIBIT "B"

LICENSED LAND SURVEYOR
TERRY FLETCHER
No. 5834
Exp. 9-30-08
STATE OF CALIFORNIA

LEGEND:

RIGHT OF WAY ACQUISITION
3,365 sf (0.0773ac)



SCALE 1" = 250'

DETAIL A

SCALE 1" = 40'

BASIS OF BEARINGS: CALIFORNIA STATE PLANE COORDINATE SYSTEM, NAD83, ZONE IV. ALL DISTANCES ARE GRID DISTANCES. TO CONVERT TO GROUND DISTANCES MULTIPLY BY 1.0000633.

PLAT MAP	COUNTY OF TULARE STATE OF CALIFORNIA	RIGHT OF WAY
STANLEY & ANN ISAAC, TRUSTEES 870 N CEDAR LN DINUBA, CA 93618 APN: 017-040-012	DOKKEN ENGINEERING 2365 IRON POINT ROAD, SUITE 200 (916)858-0642 FOLSOM, CA 95630	PROJECT ROAD 80 / PLAZA DRIVE ROAD WIDENING

02/22/2008

EXHIBIT "A"

Road 80
Right of Way Acquisition

Property: A.P.N. 017-040-013

Description:

A parcel of land lying in the northeast one-quarter of the northeast one-quarter of Section 18, Township 16 South, Range 24 East, Mount Diablo Base and Meridian, in the City of Dinuba, County of Tulare, State of California, and being a portion of that tract of land which was conveyed to Stanley L. Isaac and Ann T. Isaac, Trustees of the Stanley L. Isaac Family Trust dated February 13, 2006, by that certain GRANT DEED recorded April 24, 2006, as Document No. 2006-0042853, Official Records, County of Tulare, State of California and being more particularly described by metes and bounds as follows;

Beginning at a point which bears S00°04'32"E 786.55' and S89°55'28"W 20.00' from the northeast corner of said Section 18 and being on the west line of that certain 20.00' strip of land conveyed to the County of Tulare for road purposes by deed recorded in Volume 1 of Rights of Way at Page 199, Records of Tulare County, California;

Thence S00°04'32"E 277.96' along said west line to the northeast boundary line of the Southern Pacific Railway right of way;

Thence N42°18'28"W 48.00' along said right of way;

Thence departing from said right of way N00°17'59"W 242.42' to a point on the north line of grantors property;

Thence N89°55'28"E 33.21' along said north line to the point of beginning.

Containing 8,510 square feet or 0.1954 acres, more or less.

The Basis of Bearings for this description is the California State Plane Coordinate System, NAD83, Zone IV. All distances are Grid distances. To convert to ground distances multiply by 1.0000633.

End of Description

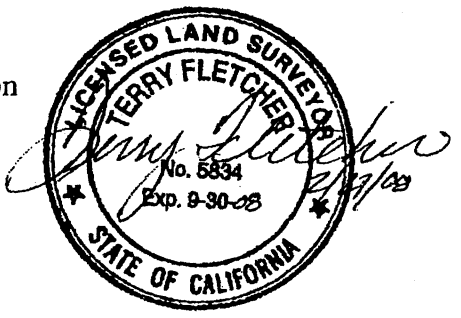
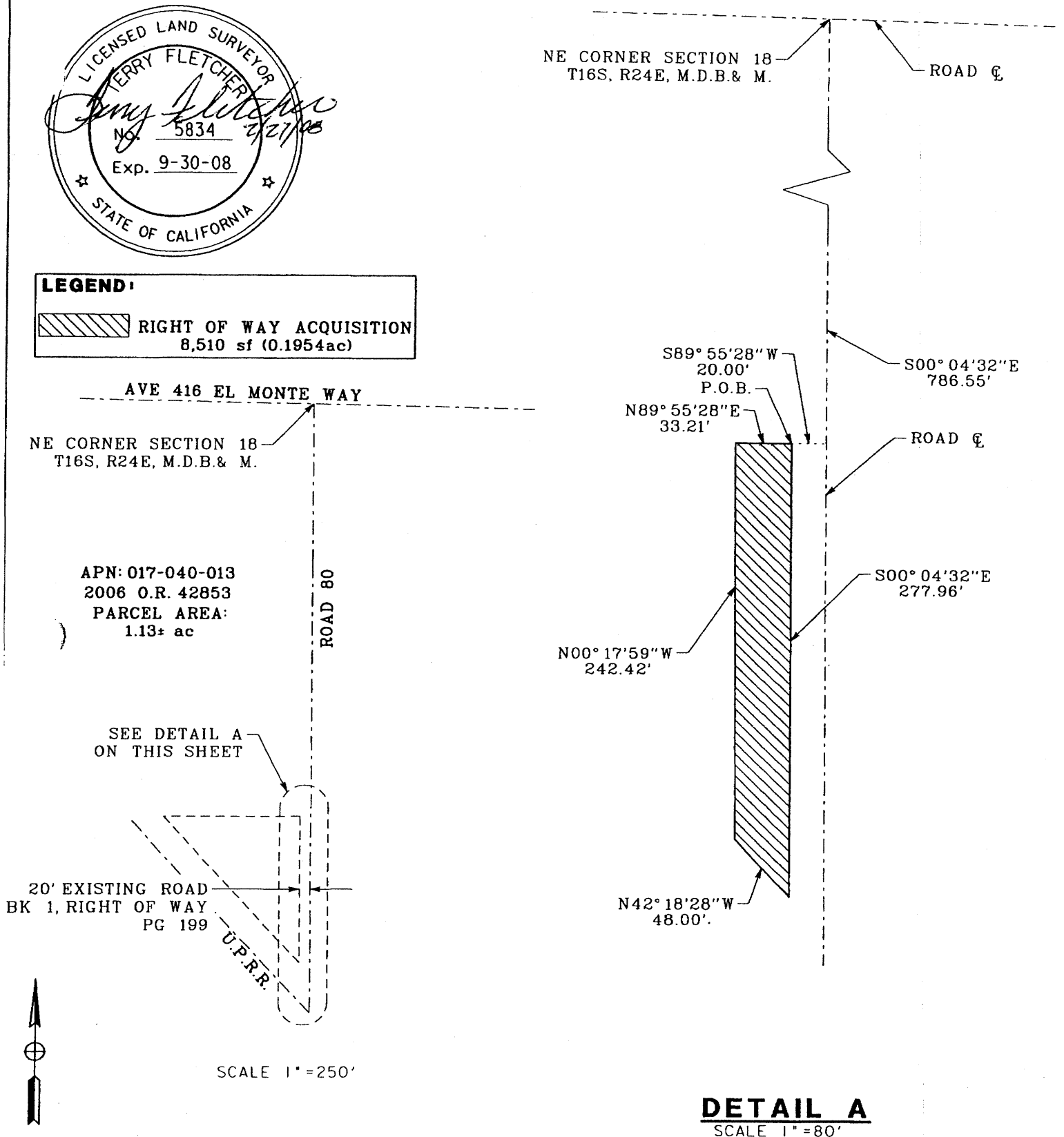


EXHIBIT "B"

LICENSED LAND SURVEYOR
TERRY FLETCHER
No. 5834
Exp. 9-30-08
STATE OF CALIFORNIA

LEGEND:

RIGHT OF WAY ACQUISITION
8,510 sf (0.1954ac)



SCALE 1"=250'

DETAIL A

SCALE 1"=80'

BASIS OF BEARINGS: CALIFORNIA STATE PLANE COORDINATE SYSTEM, NAD83, ZONE IV. ALL DISTANCES ARE GRID DISTANCES. TO CONVERT TO GROUND DISTANCES MULTIPLY BY 1.0000633.

PLAT MAP	COUNTY OF TULARE STATE OF CALIFORNIA	RIGHT OF WAY
STANLEY & ANN ISAAC, TRUSTEES 870 N CEDAR LN DINUBA, CA 93618 APN: 017-040-013	DOKKEN ENGINEERING 2365 IRON POINT ROAD, SUITE 200 (916) 858-0642 FOLSOM, CA 95630	PROJECT ROAD 80 / PLAZA DRIVE ROAD WIDENING

02/22/2008

EXHIBIT "E"

Road 80
TCE

Property: A.P.N. 017-040-012

Description:

A parcel of land lying in the northeast one-quarter of the northeast one-quarter of Section 18, Township 16 South, Range 24 East, Mount Diablo Base and Meridian, in the City of Dinuba, County of Tulare, State of California, and being a portion of that tract of land which was conveyed to Stanley L. Isaac and Ann T. Isaac, Trustees of the Stanley L. Isaac Family Trust dated February 13, 2006, by that certain GRANT DEED recorded April 24, 2006, as Document No. 2006-0042853, Official Records, County of Tulare, State of California and being more particularly described by metes and bounds as follows;

Beginning at a point which bears S00°04'32"E 686.56' and N88°56'02"W 53.62' from the northeast corner of said Section 18 and being on the north line of grantors property;

Thence S00°17'59"E 101.06' to a point on the south line of grantors property;

Thence S89°55'28"W 20.00' along said south line;

Thence departing from said south line N00°17'59"W 101.46' to a point on the north line of grantors property;

Thence S88°56'02"E 20.01' along said north line to the point of beginning.

Containing 2,025 square feet or 0.0465 acres, more or less.

The Basis of Bearings for this description is the California State Plane Coordinate System, NAD83, Zone IV. All distances are Grid distances. To convert to ground distances multiply by 1.0000633.

End of Description

LICENSED LAND SURVEYOR
TERRY FLETCHER
No. 5834
Exp. 9-30-08
STATE OF CALIFORNIA

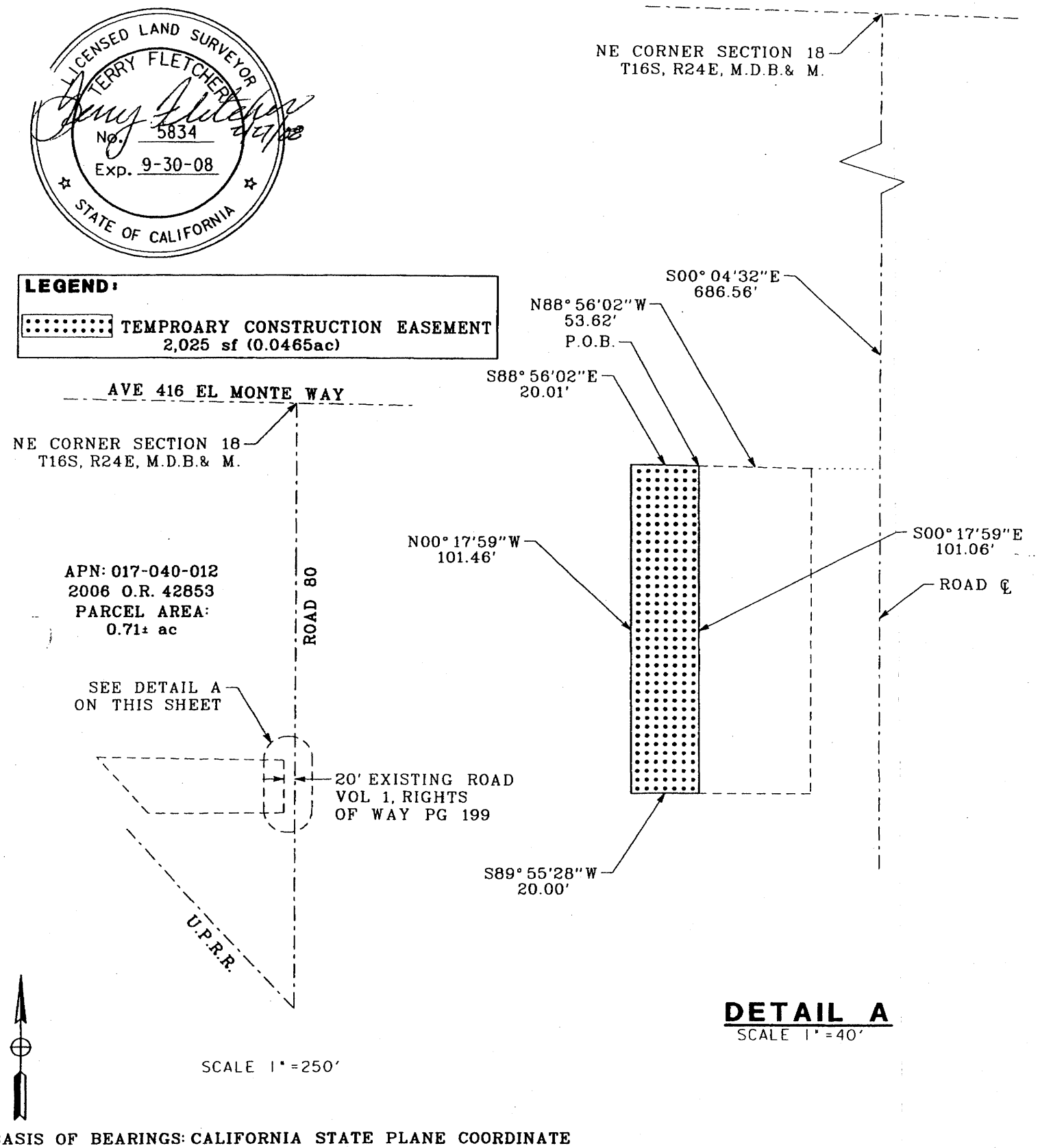
2/27/08

EXHIBIT "B"

LICENSED LAND SURVEYOR
TERRY FLETCHER
No. 5834
Exp. 9-30-08
STATE OF CALIFORNIA

LEGEND:

TEMPROARY CONSTRUCTION EASEMENT
2,025 sf (0.0465ac)



SCALE 1"=250'

DETAIL A

SCALE 1"=40'

BASIS OF BEARINGS: CALIFORNIA STATE PLANE COORDINATE SYSTEM, NAD83, ZONE IV. ALL DISTANCES ARE GRID DISTANCES. TO CONVERT TO GROUND DISTANCES MULTIPLY BY 1.0000633.

PLAT MAP	COUNTY OF TULARE STATE OF CALIFORNIA	TEMPORARY CONSTRUCTION EASEMENT
STANLEY & ANN ISAAC, TRUSTEES 870 N CEDAR LN DINUBA, CA 93618 APN: 017-040-012	DOKKEN ENGINEERING 2365 IRON POINT ROAD, SUITE 200 (916)858-0642 FOLSOM, CA 95630	PROJECT ROAD 80 / PLAZA DRIVE ROAD WIDENING

02/22/2008

EXHIBIT "G"

Road 80
TCE

Property: A.P.N. 017-040-013

Description:

Two (2) parcels of land lying in the northeast one-quarter of the northeast one-quarter of Section 18, Township 16 South, Range 24 East, Mount Diablo Base and Meridian, in the City of Dinuba, County of Tulare, State of California, and being portions of that tract of land which was conveyed to Stanley L. Isaac and Ann T. Isaac, Trustees of the Stanley L. Isaac Family Trust dated February 13, 2006, by that certain GRANT DEED recorded April 24, 2006, as Document No. 2006-0042853, Official Records, County of Tulare, State of California and being more particularly described by metes and bounds as follows;

Parcel 1

Beginning at a point which bears S00°04'32"E 1028.96' and S89°55'28"W 52.26' from the northeast corner of said Section 18 and being on the south line of grantors property;

Thence N42°18'28"W 46.73' along said south line;
Thence departing from said south line N00°17'59"W 41.74';
Thence N89°42'01"E 31.27';
Thence S00°17'59"E 76.46' to the point of beginning.

Containing 1,848 square feet or 0.0424 acres, more or less.

The Basis of Bearings for this description is the California State Plane Coordinate System, NAD83, Zone IV. All distances are Grid distances. To convert to ground distances multiply by 1.0000633.

End of Description

Parcel 2

Beginning at a point which bears S00°04'32"E 786.44' and S89°55'28"W 43.21' from the northeast corner of said Section 18 and being on the north line of grantors property;

Thence S00°17'59"E 24.12';

Thence S89°42'01"W 20.00';

Thence N00°17'59"W 24.19' to a point on the north line of grantors property;

Thence N89°55'28"E 20.00' along said north line to the point of beginning.

Containing 483 square feet or 0.0111 acres, more or less.

The Basis of Bearings for this description is the California State Plane Coordinate System, NAD83, Zone IV. All distances are Grid distances. To convert to ground distances multiply by 1.0000633.

End of Description

EXHIBIT "B"
A

LICENSED LAND SURVEYOR
JERRY FLETCHER
No. 5834
Exp. 9-30-08
STATE OF CALIFORNIA
2/27/08

LEGEND:

TEMPORARY CONSTRUCTION EASEMENT
1,848 sf (0.0424ac) PARCEL 1
483 sf (0.0111ac) PARCEL 2

AVE 416 EL MONTE WAY

NE CORNER SECTION 18
T16S, R24E, M.D.B.& M.

ROAD 80

APN: 017-040-013
2006 O.R. 42853
PARCEL AREA:
1.13± ac

SEE DETAIL A
ON THIS SHEET

20' EXISTING ROAD
BK 1, RIGHT OF WAY
PG 199

U.P.R.R.

SCALE 1"=250'

NE CORNER SECTION 18
T16S, R24E, M.D.B.& M.

ROAD ℄

S89° 55'28"W
43.21'

P.O.B.
PARCEL 2

N89° 55'28"E
20.00'

N00° 17'59"W
24.19'

S89° 42'01"W
20.00'

S00° 04'32"E
786.44'

ROAD ℄

S00° 17'59"E
24.12'

S00° 04'32"E
1028.96'

N89° 42'01"E
31.27'

N00° 17'59"W
41.74'

S00° 17'59"E
76.46'

N42° 18'28"W
46.73'

P.O.B.
PARCEL 1

S89° 55'28"W
52.26'

DETAIL A
SCALE 1"=80'

ASIS OF BEARINGS: CALIFORNIA STATE PLANE COORDINATE
'STEM, NAD83, ZONE IV. ALL DISTANCES ARE GRID DISTANCES. TO
INVERT TO GROUND DISTANCES MULTIPLY BY 1.0000633.

LAT MAP

'ANLEY & ANN ISAAC,
RUSTEES
'0 N CEDAR LN
NUBA, CA 93618
'N: 017-040-013

COUNTY OF TULARE
STATE OF CALIFORNIA

DOKKEN ENGINEERING
2365 IRON POINT ROAD, SUITE 200 (916) 858-0642
FOLSOM, CA 95630

TEMPORARY CONSTRUDTION EASEMENT

PROJECT
ROAD 80 / PLAZA DRIVE ROAD WIDENING

02/22/2008

Project: Road 80 Widening Project
Grantor: Isaac
Parcels No.: 017-040-012 & 013

AGREEMENT FOR PURCHASE OF PROPERTY

This Agreement for Purchase of Property is between the County of Tulare (Grantee), and Stanley L. Isaac and Ann T. Isaac, Trustees of the Stanley L. Isaac Family Trust dated February 13, 2006, which they hereby shall be held as their community property. (Grantor).

The parties hereby agree as follows:

1. **PROPERTY.**

For use by Grantee on the Road 80 Widening Project as set forth in the terms and conditions set forth in this Agreement, the Grant Deed and Temporary Construction Easement more particularly described in the documents delivered herewith, together with such other property interests as may be specified herein (the Property).

2. **DELIVERY OF DOCUMENTS.**

The Deed shall be executed and delivered by Grantor to Jamie Formico , Acquisiton Agent for Universal Field Services, acting for the Grantee for the purpose of placing the Deed into escrow. The Deed shall be delivered in the manner described in the previous sentence solely for the convenience of the parties. Grantee shall not be deemed to have accepted delivery of the Deed until such time as the Deed is recorded in the Official Records of Tulare County, California in accordance with written escrow instructions delivered to escrow by Grantee and Grantor.

This transaction shall be handled through an escrow with Chicago Title and Escrow Company, 1750 E. Walnut Avenue Visalia c/o Barbara Clark. Within five (5) days after this Agreement is executed by Grantee and Grantor, Grantor shall complete, execute and deliver to Escrow Holder (i) an affidavit executed by Grantor certifying that Grantor is not a "foreign person" within the meaning of Internal Revenue Code Section 1445(f)(3), and meeting the requirements of Internal Revenue Code Section 1445(b)(2), and (ii) an original Withholding Exemption Certificate (California Form 590 or 590-RE, as applicable), fully executed by Grantor as required by the California Taxation and Revenue Code, certifying that Grantor is not subject to tax withholding under applicable California law.

3. **PURCHASE PRICE AND TITLE.**

The purchase price for the Property under this Agreement is ONE HUNDRED NINETY THOUSAND DOLLARS ($190,000.00). Upon delivery of the Deed into escrow, Title Company shall promptly deliver to Grantee a current preliminary title report. Grantee shall have ten (10) days in which to review and approve the condition of title. Failure to object

to the condition of title within said (10) days shall be deemed approval. Exceptions to title as disclosed in the preliminary title report and as approved by Grantee shall be conclusively deemed to be the "Permitted Exceptions".

Grantee shall deliver the purchase price into escrow promptly after delivery of the Deed into escrow. Grantor shall convey good, marketable and insurable fee simple title to the property to Grantee free and clear of all liens, encumbrances, taxes, assessments and leases recorded and/or unrecorded, except for the Permitted Exceptions.

Escrow agent shall deliver the purchase price to Grantor, less Grantor's share of prorated taxes and amounts necessary to place title in the condition required by this Agreement, when title to the Property vests in Grantee free and clear of all liens, encumbrances, taxes, assessments and leases recorded and unrecorded, except for the Permitted Exceptions. Good, marketable and insurable fee simple title to the Property, subject only to the Permitted Exceptions, shall be evidenced by an ALTA extended coverage owner's policy of title insurance ("Title Policy"), with survey exception if Grantee elects not to obtain an ALTA survey for the Property. The Title Policy shall be in the amount of the Purchase Price, showing fee simple title to the Property vested in Grantee, subject only to the Permitted Exceptions. It shall be a condition precedent to Grantee's obligations under this Agreement that escrow holder is able to issue the Title Policy to Grantee upon the close of escrow.

Grantee shall pay all costs of escrow and recording fees incurred in this transaction.

4. **PRORATION OF TAXES.**

(a) If Grantee acquires fee title to the Property under the terms, covenants and conditions of this Agreement, taxes shall be prorated in accordance with California Revenue and Taxation Code section 5081 et seq., as of the recordation of the Grant Deed conveying title to Grantee, except that where Grantee has taken possession of the Property, taxes shall be prorated as of the date of possession. In the event Grantee acquires an order of possession in an action in eminent domain, taxes shall be prorated in accordance with California Revenue and Taxation Code section 5083.

(b) Grantor authorizes Grantee to deduct from the purchase price any amount necessary to satisfy any delinquent taxes, together with penalties and interest thereon, and any delinquent or non-delinquent assessments or bonds, which are to be cleared from the title to the Property.

5. **LEASE WARRANTY.**

Grantor warrants that there are no oral or written leases on any portion of the real property and Grantor further agrees to hold harmless and reimburse Grantee for any and all losses or expenses resulting or arising from any lease on the Property.

6. **TEMPORARY CONSTRUCTION EASEMENT**

Permission is hereby granted to the Grantee and its authorized agents and contractors to enter on Grantor's land, within the temporary construction easement area described in the

documents delivered herewith, for construction of new surface and underground improvements within the road right-of-way.

a. Where necessary, improvements in the temporary construction easement area will be removed by the Grantee . Such improvements will be reconstructed at Grantee's sole expense upon the termination of the temporary construction easement, or, if reconstruction is not feasible, Grantee will pay Grantor the value of such improvements, which payment shall be in addition to the purchase price for the Property set forth above.

b. All work performed by the Grantee in the temporary construction easement area shall conform to applicable building, fire, and sanitary laws, ordinances and regulations relating to such work and shall be done in a good and workmanlike manner.

c. The temporary construction easement is for a period of five years. Said five year period shall begin upon thirty days written notice to Grantor by the Grantee. In the event Grantee occupies the Property beyond the specified time period, at the request of the Grantor, the Grantee shall make payment to Grantor for the additional time on the same per month basis of valuation for the first year.

7. **DISMISSAL OF ACTION IN EMINENT DOMAIN; SATISFACTION OF ALL CLAIMS.**

Grantor consents to the dismissal of any eminent domain action involving the Property and waives any and all claims to any monies that may now be on deposit in such action. The purchase price for the Property and the other consideration set forth herein constitutes a complete settlement of all rights of Grantor to just compensation and to claim, assess or receive severance, inverse condemnation or other eminent domain damages arising from or related or the acquisition of the Property by Grantee.

8. **POSSESSION.**

Grantee shall have the right of possession and use of the Property including the right to remove and dispose of improvements. Such possession shall commence on acceptance of this contract by Tulare County and deposit of purchase price into escrow.

9. **IMPROVEMENTS.**

Except as may be otherwise provided herein, the purchase price for the Property includes compensation for any and all improvements.

10. **CONFORMANCE.**

The driveways, walkways, and lawn areas on Grantor's retained property, if any, shall be reconstructed by Grantee as necessary to conform to street frontage revisions and Grantor's retained property. Said reconstruction shall be provided by Grantee at no expense to Grantor. Permission is hereby granted to Grantee and its authorized agents and contractors to enter upon Grantor's retained property, where necessary, for the

purpose of conforming such driveway and walkway areas, and for the purpose of resloping and replanting any affected lawn and landscaped areas.

11. **SEVERANCE DAMAGES**

The purchase price includes $3,262 which includes the chain link fencing, relocated chain link gate, parking space striping, relocate hose bib, relocate canopies, relocated RV's and Trailers.

12. **PERMISSION TO ENTER GRANTOR'S LAND FOR IMPROVEMENT REMOVAL**

It is understood and agreed between the parties hereto that payment shown in Paragraph 11 above includes payment to grantor for certain improvements that are affected by the right of way area.

Said improvements consist of loss of residential improvements. The Grantee is hereby granted the right to enter upon the remaining property of the Grantor for the purpose of removing said improvments.

13. **HAZARDOUS WASTE MATERIAL**

The Grantor hereby represents and warrants that during the period of Grantor's ownership of the Property, there have been no disposals, releases or threatened releases of hazardous substances on, from, or under the Property. Grantor further represents and warrants that Grantor has no knowledge of any disposal, release, or threatened release of hazardous substances, on, from, or under the Property which may have occurred prior to Grantor taking title to the Property.

The acquisition price of the Property being acquired in this transaction reflects the fair market value of the Property without the presence of contamination. If the Property being acquired is found to be contaminated by the presence of hazardous substances which requires mitigation under Federal or State law, the Grantee reserves the right to recover its clean-up costs from those who caused or contributed to the contamination or the grantor.

Grantor shall indemnify, defend with counsel acceptable to Grantee and hold harmless Grantee and Grantee's officers, representatives, agents and employees from and against any and all suits, damages, costs, fees, claims, demands, causes of action, losses, liabilities and expenses, including without limitation attorneys' fees, arising in conjunction with or as a result of Grantor's breach of any of its representations or warranties set forth in this Section 13, which representations and warranties shall survive close of escrow and recordation of the Grant Deed. As used in this Agreement the term "hazardous substances" means any and all chemicals, substances, wastes or materials which have been or are hereafter determined by any federal, state or local governmental Grantee to be capable of posing risk of injury to health or safety, including, without limitation, petroleum, asbestos, polychlorinated biphenyls, radioactive materials and radon gas. Grantors obligations pursuant to this Section 13 shall survive the close of escrow and recordation of the Grant Deed.

14. **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 or invalidated in any way.

15. **GOVERNING LAW.**

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

16. **PUBLIC PURPOSE.**

Grantee requires the Property, which is not now appropriated to a public use, for the Project, and Grantee can acquire the Property through the exercise of the power of eminent domain. Grantor is compelled to sell, and Grantee is compelled to acquire the Property.

Both Grantor and Grantee recognize the expense, time, effort and risk to both Grantor and Grantee 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.

17. **GRANTEE AND EXECUTION.**

Each person executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind and if such party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full right and Grantee to enter into this Agreement and perform all of its obligations hereunder.

18. **ENTIRE AGREEMENT.**

This Agreement represents the full and complete understanding of the parties with respect to the Property and the Project. Any prior or contemporaneous oral or written agreements by and between the parties or their agents and representatives with respect to the Property or the Project are revoked and extinguished by this Agreement.

ALL AGREEMENTS FOR PURCHASE OF PROPERTY ARE CONTINGENT UPON THE APPROVAL OF THE BOARD OF SUPERVISORS.

IN WITNESS WHEREOF, the parties have executed this Agreement on this

Dated this 23 day of Feb., 2009

Stanley L. Isaac and Ann T. Isaac, Trustees of the Stanley L. Isaac Family Trust dated February 13, 2006, which they hereby shall be held as their community property

BY: Stanley L. Isaac
Stanley L. Isaac, Trustee

BY: Ann T. Isaac
Ann T. Isaac, Trustee

GRANTEE

COUNTY OF TULARE Dated _____

By: _____
Chairman, Board of Supervisors

ATTEST: Jean Rousseau
County Administrative Officer/
Clerk of the Board of Supervisors

By_____
Deputy Clerk

APPROVED AS TO FORM COUNTY COUNSEL

By [signature] 20071778
Deputy 4-7-09