

Project: Road 80 Widening Project
Grantor: Velde Trust
Parcels No.: 048-130-002 & 048-010-006

AGREEMENT FOR PURCHASE OF TEMPORARY CONSTRUCTION EASEMENT

This Agreement for Purchase of Property is between the Tulare County (Grantee), and Jay te Velde, Jr. and Darlene te Velde, Trustees of the Jay te Velde, Jr. and Darlene te Velde Trust dated December 19, 2000. (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 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, Right of Way 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 Order. 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-RF, 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 Seven Hundred Fifty Dollars (\$750.00).

Grantee shall deliver the purchase price into escrow promptly after delivery of the Deed into escrow. Escrow agent shall deliver the purchase price to Grantor, Grantee shall pay all costs of escrow and recording fees incurred in this transaction.

4.. 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 easement area will be removed by the Grantee. Such improvements will be reconstructed at Grantee's sole expense upon the termination of the temporary 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 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 four years. Said four 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.

5. 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

6.. 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.

7. **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.

8.. **GOVERNING LAW.**

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

9. **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.

10.. **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.

Agreement for Purchase

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

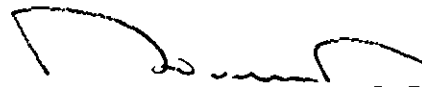
Grantee:
County of Tulare

Grantor:
JAY TE VELDE, JR. AND DARLENE TE VELDE,
TRUSTEES OF THE JAY TE VELDE, JR. AND
DARLENE TE VELDE TRUST DATED,
DECEMBER 19, 2000

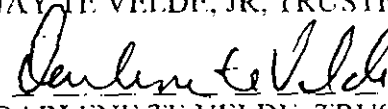
Date: _____

Date: 6-15-2009

BY: _____
Chairman, Board of Supervisors

BY:  _____
JAY TE VELDE, JR., TRUSTEE

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

BY:  _____
DARLENE TE VELDE, TRUSTEE

By _____
Deputy

Approved as to Form
County Counsel

By  _____
Deputy 20071173

Dated 7-14-09 _____