

COUNTY OF TULARE
Department of Public Works
5961 So. Mooney Boulevard
Visalia, CA 93277

File:
Owner: Pedro Family Trust
APN: 119-140-050, 126-230-
033, 126-240-031 & 126-
770-005
Project: Road 108 Widening

AGREEMENT FOR PURCHASE OF REAL PROPERTY (Fee, TCE)

THIS AGREEMENT is made and entered into by and between the **COUNTY OF TULARE**, hereinafter referred to as "COUNTY", and **JOE A. PEDRO AND VIRGINIA PEDRO, AS TRUSTEES OF THE PEDRO FAMILY REVOCABLE TRUST OF JULY 3, 1997**, hereinafter referred to as "OWNER".

The parties hereby agree as follows:

1. DEMISE OF PROPERTY

OWNER agrees to sell to COUNTY and COUNTY agrees to purchase from OWNER pursuant to the terms and conditions set forth in this AGREEMENT, the real property interests identified herein and collectively referred to as PROPERTY, whereas said PROPERTY is required for the construction of the Road 108 Widening Project, hereinafter referred to as "PROJECT", and such PROPERTY is further described and identified in Exhibits "A" and shown in Exhibits "B", which are attached hereto and made a part hereof.

2. PURCHASE PRICE AND ESCROW

COUNTY shall pay OWNER the sum of Seventy Thousand Dollars (\$70,000.00 rounded), the "Purchase Price", for the PROPERTY, which the parties agree includes:

- the sum of (\$55,231.00), fee title which includes all improvements;
- the sum of (\$1,372.00), Temporary Construction Easement;
- the sum of (\$13,306.00), severance damages.

The Escrow Agent shall deliver the Purchase Price to OWNER when title to the PROPERTY vests in COUNTY free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases (recorded and/or unrecorded), and taxes unless otherwise indicated in the Escrow Instructions.

This transaction shall be handled through an escrow at Stewart Title of California, hereinafter "Escrow Agent", under Escrow Number 81694-3152, hereinafter "Escrow", located at 2439 W. Whitendale, Suite A, Visalia, Ca 93277.

3. DELIVERY OF DOCUMENTS/ESCROW

The Grant Deed, Temporary Construction Easement and Escrow Instructions shall be executed and delivered by OWNER to COUNTY for the purpose of placing them into Escrow. COUNTY shall not be deemed to have accepted delivery of the PROPERTY until such time as the Grant Deed is recorded in the Official Records of County of Tulare, California. The Temporary Construction Easement, if used, may or may not be recorded, as determined by COUNTY. COUNTY shall pay all costs to close Escrow, including escrow fees, reconveyance fees, document preparation fees, delivery charges, and recording fees as may be incurred in this transaction.

4. PAYMENT OF MORTGAGE OR DEED OF TRUST.

Upon demand by a mortgagee under a mortgage, or a beneficiary under a deed of trust, recorded against the PROPERTY, made in writing to COUNTY prior to the close of Escrow, COUNTY may, through Escrow, make payable to the mortgagee or beneficiary entitled thereunder, an amount not to exceed the Purchase Price under this AGREEMENT. If this section is made applicable by the demand above described, then the mortgagee or beneficiary shall, at the close of Escrow, furnish the OWNER with good and sufficient receipt showing the monies thus tendered through Escrow credited against the indebtedness secured by said mortgage or deed of trust.

5. POSSESSION

OWNER agrees and hereby grants to COUNTY and its authorized agents and contractors permission to enter upon the PROPERTY described herein for purposes of performing activities related to and incidental to the construction of the PROJECT, inclusive of the right to remove and dispose of any improvements, prior to the OWNER receiving the Purchase Price. Such possession and use of the PROPERTY by COUNTY may commence on the date of full execution of this agreement by all parties.

6. OWNER'S INDEMNIFICATION

OWNER covenants and agrees to indemnify and hold COUNTY harmless from any and all claims that third parties may make or assert with respect to the title to the PROPERTY and any improvements therein. The OWNER's obligation herein to indemnify COUNTY shall not exceed the Purchase Price.

7. OPTION TO EXTEND TEMPORARY CONSTRUCTION EASEMENT

OWNER agrees that upon the expiration of the Temporary Construction Easement, hereinafter "TCE", if any, COUNTY has the option to extend the term of the TCE as to the entire TCE area, or any portion thereof, for up to 12 months. The rate for the extended use of the TCE area shall be \$38.10 per month for the entire TCE area outlined in Exhibit "B". COUNTY shall provide OWNER with the written notice of its intent to extend the term of the TCE at least thirty (30) days prior to the expiration of the TCE.

8. RESTORATION OF TEMPORARY CONSTRUCTION EASEMENT AREA

Upon completion of the project, COUNTY shall restore, replace or cause to be replaced said TCE are to a similar or like condition to that existing on the date of this Agreement. COUNTY agrees to coordinate its construction activities in a way that minimized interference with OWNER’S operations on OWNER’S real property outside the FEE and TCE area (Remainder).

9. RECONSTRUCTION OF OWNER’S REMAINDER PROPERTY

COUNTY and its authorized agents and contractors are hereby granted permission to enter onto OWNER’s Remainder Property to reconstruct OWNER’s driveways, walkways, lawn and landscaped areas (“Remainder”) as necessary to conform same to the PROJECT, including re-grading and replanting any affected lawn and landscaped areas. The cost of such reconstruction of the Remainder shall be borne by COUNTY, at no expense to OWNER.

10. LEASE WARRANTY

OWNER warrants there are no oral or written leases on any portion of the PROPERTY exceeding a period of one month. OWNER further agrees to hold COUNTY harmless and reimburse COUNTY for any and all of its losses and expenses occasioned by reason of any lease of said Land by any tenant of OWNER for a period exceeding one month.

11. COUNTY’S USE AND LIABILITY

COUNTY shall indemnify, defend, and hold harmless OWNER, its directors, officers, affiliates, agents, and employees from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys’ fees caused by COUNTY’s activities allowed by this Agreement except and in proportion to the extent caused by an act or omission of OWNER or OWNER’s agents, representatives, employees, consultants and/or contractors. The foregoing indemnity shall also be inapplicable to any adverse condition or defect on or affecting the PROPERTY not caused by COUNTY or its employees, agents, contractors, or subcontractors but discovered or impacted during their activities; provided, however, that COUNTY’s indemnification obligations shall apply to the extent such adverse condition or defect is exacerbated by COUNTY’s actions.

Furthermore, COUNTY agrees to assume responsibility for any damages to OWNER’s Remainder Property caused by reason of COUNTY’s use of the PROPERTY under this AGREEMENT, and will, at COUNTY’s option, either repair or pay for such damage.

12. NOTICES

Any notice that either party may or is required to give the other shall be in writing, and shall be either personally delivered or sent by regular U.S. Mail, to the following address:

To County:
County of Tulare
Department of Public Works
Attention; Mr. Robert Newby
5961 So. Mooney Boulevard
Visalia, CA 93277

To Grantor:
Joe & Virginia Pedro
26946 Road 108
Visalia, CA 93277

13. SPECIAL PROVISIONS

- A. It is further understood and agreed that included in the amount payable under Clause 2 above is payment in full to compensate OWNER for the expense of performing the following work: Replace one gate valve, two stand pipes and an irrigation valve, reconstruct 3,220 feet of earthen ditches or berms along the roadway frontage, relocate the address post to the remainder property and cut and split the four foot (4') logs specified in Paragraph B below into firewood.
- B. COUNTY agrees to be responsible for perpetuating the drive approaches and access to the property, extending the box culvert across the North Branch Canal, protecting in place the irrigation line that crosses beneath Road 108, and cutting the Oak Tree located at approximate Engineer's Station 184+50 into four foot (4') logs and place them on the remainder property, at no cost to the OWNER.
- 1) Permission is hereby granted to COUNTY to enter on OWNER's land, where necessary, to complete the specified work.
 - 2) It is further understood that after completion of the above specified work performed under this Agreement, said facilities shall be hereinafter be considered OWNER's sole property and OWNER will be solely responsible for all maintenance and repair thereto.
 - 3) It is agreed that all work performed under this Agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements and other facilities, when removed, relocated or reconstructed by COUNTY, shall be left in as good condition as found.

14. INDEMNITY AND HOLD HARMLESS CLAUSE RELATING TO HAZARDOUS SUBSTANCES

OWNER warrants that, to the best of OWNER's knowledge, the Property (including surface and subsurface soils, groundwater on and underneath the Property) is free of petroleum products, and other hazardous materials (including, without limitation, "hazardous substances," "hazardous materials," or "toxic substances" as defined by Section 311 of the Clean Water Act (33 U.S.C. section 1251, et seq.), Section 1004 of the Resource Conservation and Recovery Act (42 U.S.C. section 6901, et seq.), Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. section 9601 et seq.), and "Hazardous wastes and substances" as defined by Sections 25117 and 25316 of the California Health & Safety Code. COUNTY reserves the right, however, to require OWNER to remediate, and /or pay remediation costs relating to , hazardous substance which OWNER knew or should have known existed or were present at the Subject Property, and failed to disclose. OWNER agrees to indemnify and hold COUNTY harmless against any and all claims arising out of the existence of hazardous substances or hazardous wastes in the soil or groundwater.

15. 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.

16. GOVERNING LAW

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

17. PUBLIC PURPOSE

COUNTY requires the PROPERTY for the PROJECT, and COUNTY can seek to acquire the PROPERTY through the exercise of its power of eminent domain.

18. AUTHORITY AND EXECUTION

This AGREEMENT, which is valid, only when executed by COUNTY, constitutes the complete understanding and agreement of the parties hereto and no oral representation shall in any manner vary the terms hereof or be binding.

19. ENTIRE AGREEMENT

The performance of this AGREEMENT constitutes the entire consideration for the conveyances from OWNER and shall relieve COUNTY of all further obligation or claim on this account, or on account of the location, grade or construction of the proposed public improvement and related facilities and/or structures.

No addition or modification of any term or provision shall be effective unless set forth in writing and signed by both OWNER and COUNTY.

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This AGREEMENT shall bind the respective heirs, personal representatives, successors, and assigns of the parties hereto.

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

**OWNER: PEDRO FAMILY
REVOCABLE TRUST**

COUNTY OF TULARE



Joe A. Pedro
Joe A. Pedro, Trustee

By: _____
Chairman, Board of Supervisors

Virginia Pedro
Virginia Pedro, Trustee

Date: 7/23/09

Date: _____

Mailing Address:
26946 Road 108.
Visalia, CA 93277
Telephone: (559) 730-6054

Recommended by:

By: Deryl L. Neal
Deryl L. Neal
Contract Right of Way Agent
(916) 978-4900

**ATTEST: JEAN M. ROUSSEAU
COUNTY ADMINISTRATIVE OFFICER
Clerk of the Board of Supervisors**

Approved as to Form:
County Counsel

By: _____
Deputy Clerk

By: Althea O. Lopez 9-16-09
Deputy County Counsel

EXHIBIT "A" - |

That portion of the real property described in the Grant Deed to Joe A. Pedro and Virginia Pedro, as Trustees of the Pedro Family Revocable Trust of July 3, 1997, recorded July 7, 1997, as Document No. 97-045600, Tulare County Official Records, lying within the Northeast quarter of Section 14, Township 19 South, Range 24 East, M.D.B.&M., in the County of Tulare, State of California, described as follows:

COMMENCING at the Southeast corner of said Northeast quarter of Section 14; thence along the South line of said Northeast quarter of Section 14, South 89°56'14" West 59.00 feet to the Southwest corner of the real property described as Parcel No. 1, in the Grant Deed to the County of Tulare, recorded October 2, 1974, in Volume 3201, at Page 972, Tulare County Official Records, said corner also being the Southeast corner of said real property to Pedro, and the **POINT OF BEGINNING**; thence along the South line of said real property to Pedro, South 89°56'14" West 42.50 feet; thence leaving said South line, North 00°08'04" West 861.74 feet to the beginning of a curve to the right, having a radius of 8,060.00 feet; thence 458.36 feet along said curve, through a central angle of 03°15'30"; thence North 03°07'26" East 450.35 feet to the beginning of curve to the left, having a radius of 7,940.00 feet; thence 210.67 feet along said curve, through a central angle of 01°31'13" to a point on the North line of said real property to Pedro; thence along said North line, South 89°58'59" East 8.64 feet to a point the West line of the real property described as Parcel No. 2 in said Grant Deed to the County of Tulare; thence along said West line of said parcel One and Parcel Two the following two (2) courses: 1) South 01°04'45" West 660.11 feet; thence 2) South 00°08'09" East 1,320.00 feet to the **POINT OF BEGINNING**.

Said description contains 65,923 square feet (1.5134 acres) more or less.

Robert C. Bangert 7-21-08
Robert C. Bangert LS 5250 Date
License Expiration Date: December 31, 2009

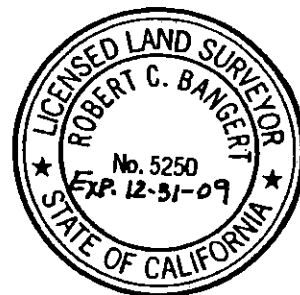


EXHIBIT 'B'

PORTION OF SECTION 14, T. 19 S., R. 24 E., M.D.B.&M.

6' EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY
3026/OR/863

PROPOSED R/W

$\Delta = 1^{\circ}31'13''$
 $R = 7940.00'$
 $L = 210.67'$

S 89°58'59" E
8.64'

S 01°04'45" W
660.11'

JOE A. & VIRGINIA PEDRO
DOC. 97-045600

119-140-050
NET ACREAGE
2,504,559 sf \pm 1000 sf
(57.4968 Ac.)

$\Delta = 3^{\circ}15'30''$
 $R = 8060.00'$
 $L = 458.36'$

DESIGN $\text{\textcircled{C}}$

FEE ACQUISITION AREA
65,923 sf
(1.5134 Ac.)

59' FEE TITLE TO
COUNTY OF TULARE
3201/OR/972

SCALE: 1" = 100'

6' EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY
3811/OR/120

85' RIGHT OF WAY AND EASEMENT TO
TULARE IRRIGATION DISTRICT 1820/OR/196

NORTH BRANCH CANAL

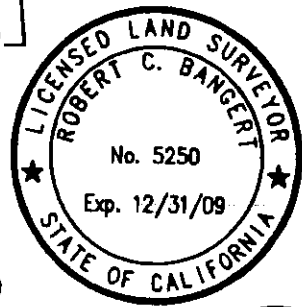
N 03°07'26" E
450.35'
N 00°08'04" W
861.74'
60'
S 00°08'09" E
1320.00'
ROAD 108

P.O.B.
P.O.C.

LEGEND

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- \blacksquare $\frac{1}{4}$ SECTION CORNER

S 89°56'14" W
42.50'
S 89°56'14" W
59.00'



Robert C. Bangert 7-21-08
ROBERT C. BANGERT LS 5250 DATE
LICENSE EXPIRATION DATE: DECEMBER 31, 2009

**ROAD 108 PS&E
FEE ACQUISITION**

EXHIBIT "A"-2

That portion of the real property described in the Grant Deed to Joe A. Pedro and Virginia Pedro, as Trustees of the Pedro Family Revocable Trust of July 3, 1997, recorded July 7, 1997 as Document No. 97-045600, Tulare County Official Records, lying within the Northwest quarter of Section 13, Township 19 South, Range 24 East, M.D.B.&M., in the County of Tulare, State of California, described as follows:

BEGINNING at the Southwest corner of the Northwest quarter of said Section 13; thence along the West line of said Section 13, North 00°08'09" West 1167.00 feet to the Northwest corner of said real property to Pedro; thence along the North line of said real property to Pedro, North 89°22'17" East 25.00 feet; thence leaving said North line, South 00°08'09" East 1167.00 feet to a point on the South line of said real property to Pedro, thence along said South line, South 89°22'17" West 25.00 feet to the **POINT OF BEGINNING**.

Said description contains 29,175 square feet (0.6698 acres) more or less.

Robert C. Bangert 7-15-08
Robert C. Bangert LS 5250 Date
License Expiration Date: December 31, 2009

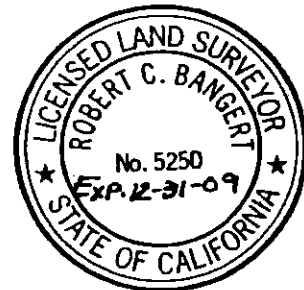
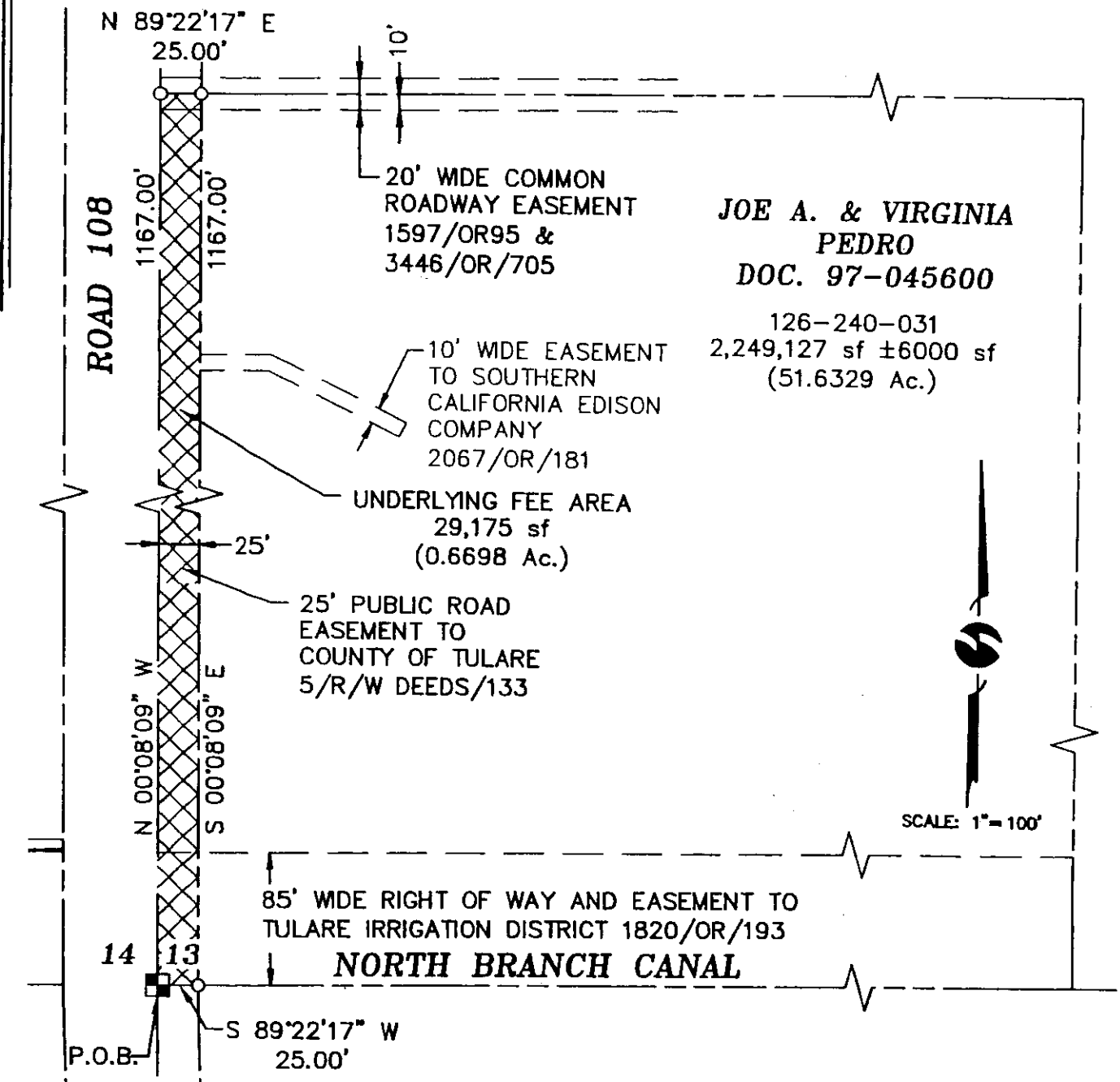


EXHIBIT 'B'

PORTION OF SECTION 13, T. 19 S., R. 24 E., M.D.B.&M.



**JOE A. & VIRGINIA
PEDRO**
DOC. 97-045600

126-240-031
2,249,127 sf ±6000 sf
(51.6329 Ac.)

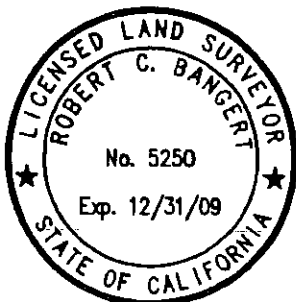
10' WDE EASEMENT
TO SOUTHERN
CALIFORNIA EDISON
COMPANY
2067/OR/181

UNDERLYING FEE AREA
29,175 sf
(0.6698 Ac.)

25' PUBLIC ROAD
EASEMENT TO
COUNTY OF TULARE
5/R/W DEEDS/133

85' WDE RIGHT OF WAY AND EASEMENT TO
TULARE IRRIGATION DISTRICT 1820/OR/193
NORTH BRANCH CANAL

SCALE: 1" = 100'



Robert C. Bangert 7-15-08
ROBERT C. BANGERT LS 5250 DATE
LICENSE EXPIRATION DATE: DECEMBER 31, 2009

LEGEND

P.O.B. POINT OF BEGINNING
 ¼ SECTION CORNER

**ROAD 108 PS&E
FEE ACQUISITION**

EXHIBIT "A" - 2

That portion of the real property described in Line Item 4, in the Grant Deed to Joseph A. Pedro, and Virginia Pedro, as Trustees of the Pedro Family Revocable Trust of July 3, 1997, recorded on July 7, 1997, as Document No. 97-045600, Tulare County Official Records, lying within the Southwest quarter of Section 13, Township 19 South, Range 24 East, M.D.B.&M., in the County of Tulare, State of California, described as follows:

COMMENCING at the Southwest corner of said Southwest quarter of Section 13, thence along the South line of said Southwest quarter of Section 13, North 89°20'37" East 59.00 feet to a point on the East line of the real property described in the Grant Deed to the County of Tulare, recorded February 21, 1974, in Volume 3159, at Page 411, Tulare County Official Records, said point being the **POINT OF BEGINNING**; thence North 00°08'08" West 1293.33 feet along said East line of said real property to the County of Tulare; thence leaving said East line, South 02°47'02" East 110.61 feet to the beginning of a curve to the right, having a radius of 12,060.00 feet; thence 557.43 feet along said curve, through a central angle of 02°38'54"; thence South 00°08'08" East 550.16 feet; thence South 45°08'08" East 39.64 feet; thence North 89°20'40" East 219.51 feet; thence South 88°59'59" East 335.34 to a point on the East line of said real property to Pedro; thence South 00°09'19" East 37.30 feet along said East line, to a point on said South line of said Southwest quarter of Section 13, said line also being the South line of the Public Road Easement as described in the Right of Way deed to the County of Tulare, recorded on April 25, 1895 in Volume 5, at Page 384, Tulare County Right of Way Deeds; thence along said South line, South 89°20'37" West 600.84 feet to the **POINT OF BEGINNING**.

Said description contains 45,328 square feet (1.0406 acres) more or less.
[Fee Acquisition: 30,307 square feet (0.6958 acres) more or less.]
[Underlying Fee Area: 15,021 square feet (0.3448 acres) more or less.]

Robert C. Bangert 2-13-09
Robert C. Bangert LS 5250 Date
License Expiration Date: December 31, 2009

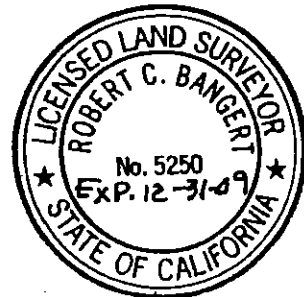



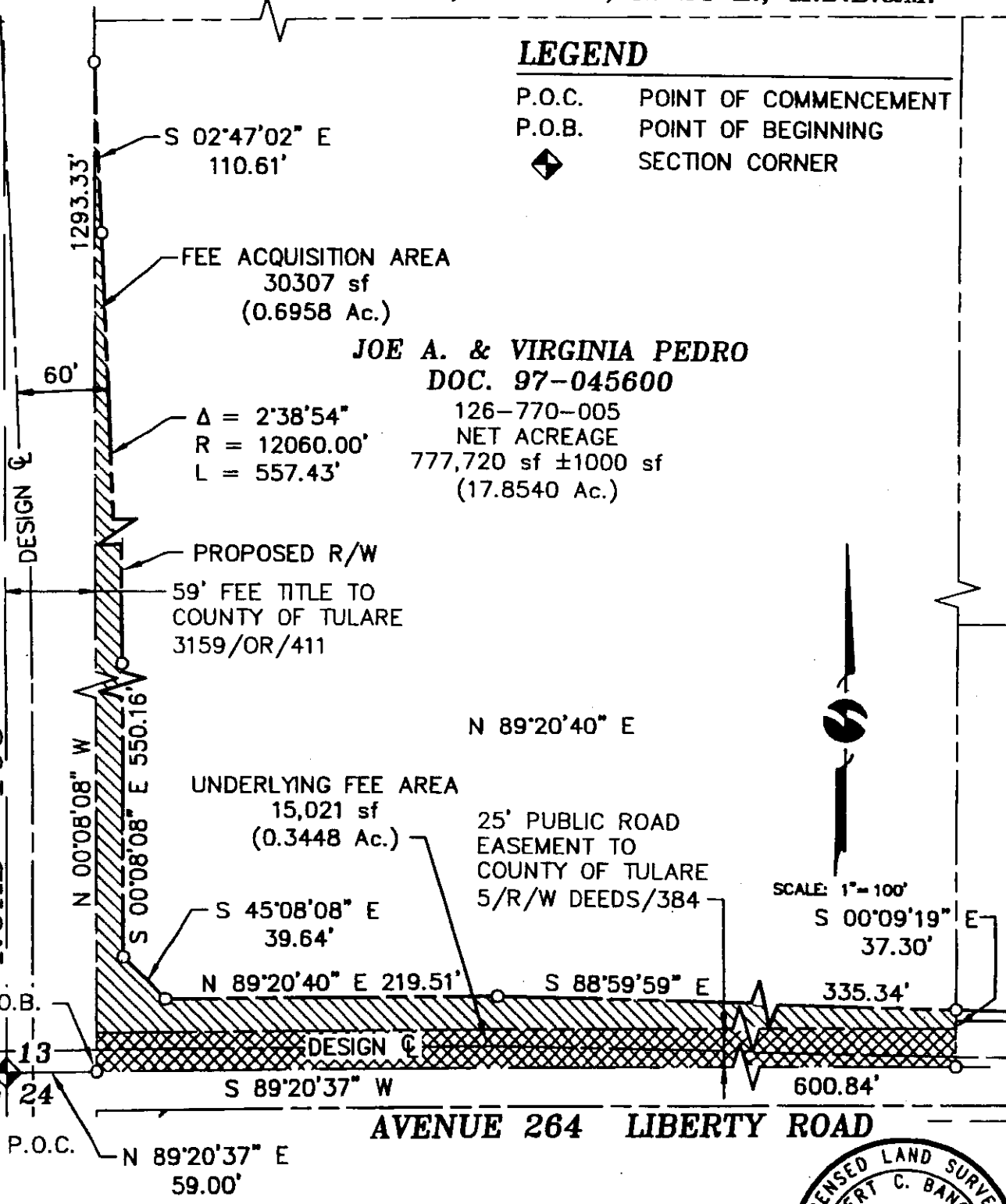
EXHIBIT 'B'³

PORTION OF SECTION 13, T. 19 S., R. 24 E., M.D.B.&M.

LEGEND

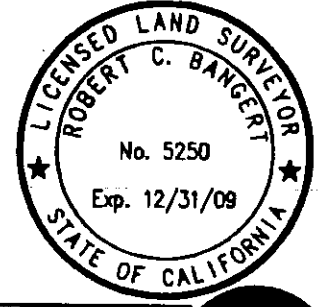
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
-  SECTION CORNER

ROAD 108



JOE A. & VIRGINIA PEDRO
 DOC. 97-045600
 126-770-005
 NET ACREAGE
 777,720 sf ±1000 sf
 (17.8540 Ac.)

SCALE: 1"=100'
 S 00°09'19" E
 37.30'



Robert C. Bangert
 2-13-09
 ROBERT C. BANGERT LS 5250 DATE
 LICENSE EXPIRATION DATE: DECEMBER 31, 2009

**ROAD 108 PS&E
 FEE ACQUISITION**

EXHIBIT "A" -4

That portion of the real property described in the Grant Deed to Joe A. Pedro and Virginia Pedro, as Trustees of the Pedro Family Revocable Trust of July 3, 1997, recorded July 7, 1997, as Document No. 97-045600, Tulare County Official Records, lying within the Northeast quarter of Section 14, Township 19 South, Range 24 East, M.D.B.&M., in the County of Tulare, State of California, described as follows:

COMMENCING at the Southeast corner of said Northeast quarter of Section 14; thence along the South line of said Northeast quarter of Section 14, South 89°56'14" West 101.50 feet to the **POINT OF BEGINNING**; thence continuing along said South line, South 89°56'14" West 50.00 feet; thence leaving said South line, North 00°08'04" West 85.00 feet; thence North 89°56'14" East 40.00 feet; thence North 00°08'04" West 776.72 feet to the beginning of a curve to the right, having a radius of 8070.00 feet; thence 458.93 feet along said curve, through a central angle of 03°15'30"; thence North 03°07'26" East 450.35 feet to the beginning of a curve to the left, having a radius of 7930.00 feet; thence 210.13 feet along said curve, through a central angle of 01°31'06" to the North line of said real property to Pedro; thence along said North line, South 89°58'59" East 10.00 feet to the beginning of a non-tangent curve, concave to the West, having a radius of 7940.00 feet, and a radial bearing of South 88°23'47" East; thence 210.67 feet Southerly along said curve, through a central angle of 01°31'13"; thence South 03°07'26" West 450.35 feet to the beginning of a curve to the left, having a radius of 8060.00 feet; thence 458.36 feet along said curve, through a central angle of 03°15'30"; thence South 00°08'04" East 861.74 feet to the **POINT OF BEGINNING**.

Said description contains 23,211 square feet (0.5329 acres) more or less.

Robert C. Bangert 7-21-08
Robert C. Bangert LS 5250 Date
License Expiration Date: December 31, 2009

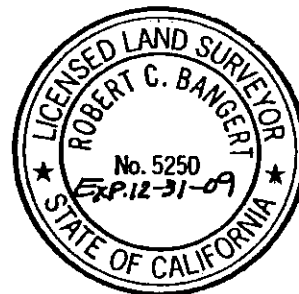
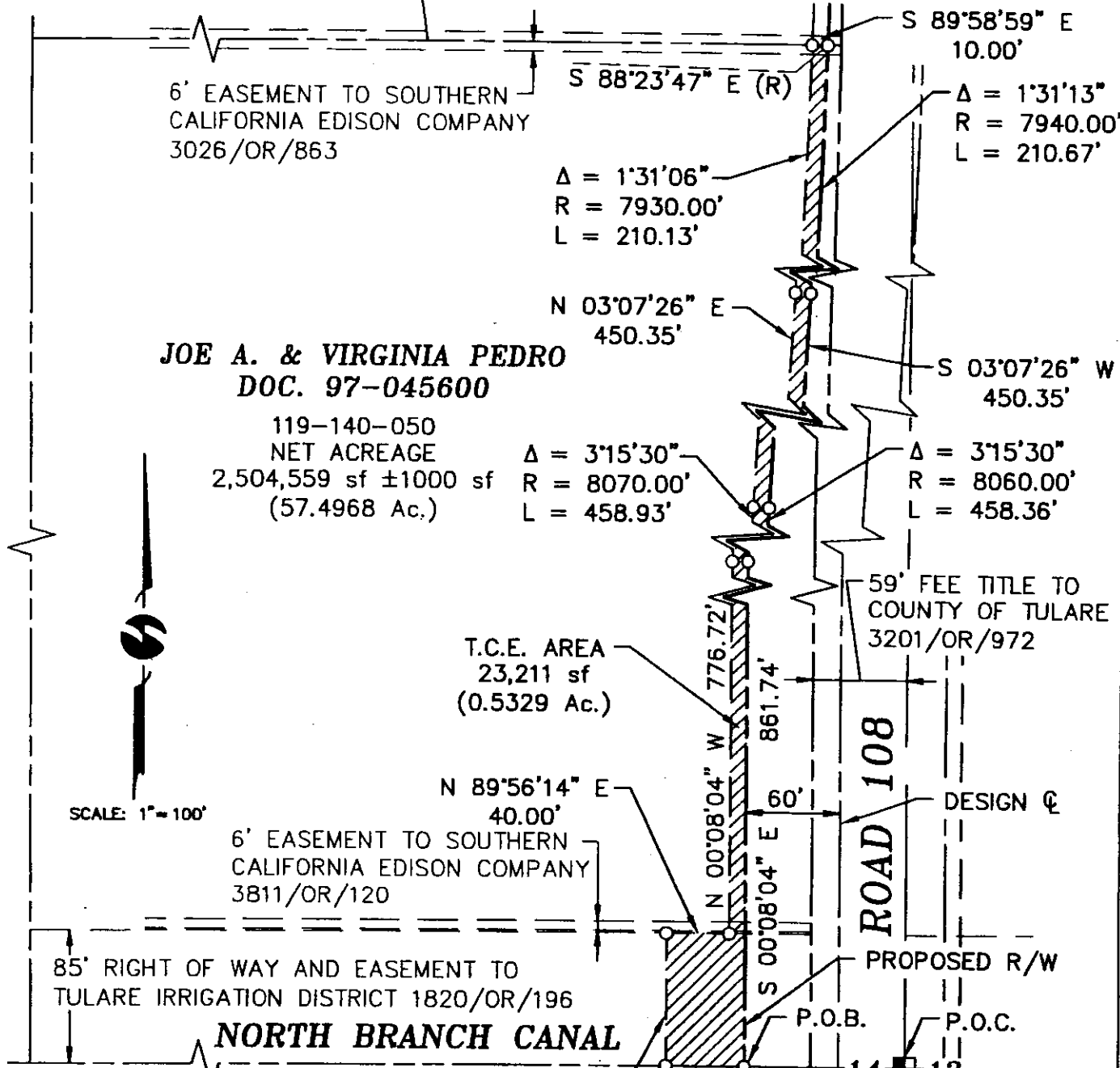


EXHIBIT 'B'-4

PORTION OF SECTION 14, T. 19 S., R. 24 E., M.D.B.&M.



6' EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY 3026/OR/863

JOE A. & VIRGINIA PEDRO
DOC. 97-045600

119-140-050
NET ACREAGE
2,504,559 sf ±1000 sf
(57.4968 Ac.)

T.C.E. AREA
23,211 sf
(0.5329 Ac.)

SCALE: 1"=100'

6' EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY 3811/OR/120

85' RIGHT OF WAY AND EASEMENT TO TULARE IRRIGATION DISTRICT 1820/OR/196

NORTH BRANCH CANAL

59' FEE TITLE TO COUNTY OF TULARE 3201/OR/972

ROAD 108

DESIGN C

PROPOSED R/W

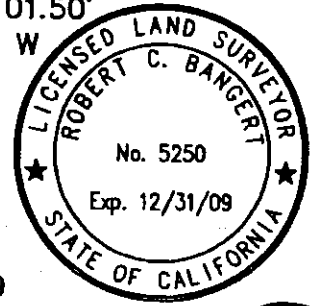
P.O.B.

P.O.C.

LEGEND

- (R) RADIAL BEARING
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- ▣ ¼ SECTION CORNER

Robert C. Bangert 7-21-08
ROBERT C. BANGERT LS 5250 DATE
LICENSE EXPIRATION DATE: DECEMBER 31, 2009



ROAD 108 PS&E TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT "A" -5

That portion of the real property described in Line Item 4, in the Grant Deed to Joseph A. Pedro, and Virginia Pedro, as Trustees of the Pedro Family Revocable Trust of July 3, 1997, recorded on July 7, 1997, as Document No. 97-045600, Tulare County Official Records, lying within the Southwest quarter of Section 13, Township 19 South, Range 24 East, M.D.B.&M., in the County of Tulare, State of California, described as follows:

COMMENCING at the Southwest corner of the said Southwest quarter of Section 13; thence along the West line of said Southwest quarter, North 00°08'08" West 1319.87 feet to a point on the South line of the Northwest quarter of said Southwest quarter of Section 13; thence along said South line, North 89°21'27" East 59.00 feet to a point on the East line of the real property described in the Grant Deed to the County of Tulare, recorded on February 21, 1974, in Volume 3159, at Page 411, Tulare County Official Records, said point being the Southwest corner of said real property to Pedro and the **POINT OF BEGINNING**; thence leaving said South line, North 01°36'42" West 1320.00 feet along said East line of said real property to the County of Tulare, to a point on the North line of said Northwest quarter of the Southwest quarter of Section 13; thence North 89°22'17" East 10.00 feet along said North line; thence leaving said North line, South 01°36'42" East 1320.00 feet to a point on the South line of the Northwest quarter of said Southwest quarter of Section 13; thence South 89°21'27" West 10.00 feet along said South line to the **POINT OF BEGINNING**.

Said description contains 13,200 square feet (0.3030 acres) more or less.

Robert C. Bangert 7-29-08
Robert C. Bangert LS 5250 Date
License Expiration Date: December 31, 2009

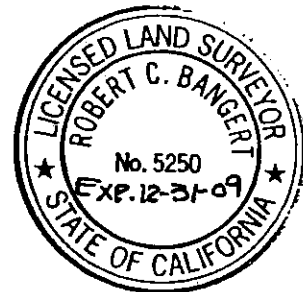
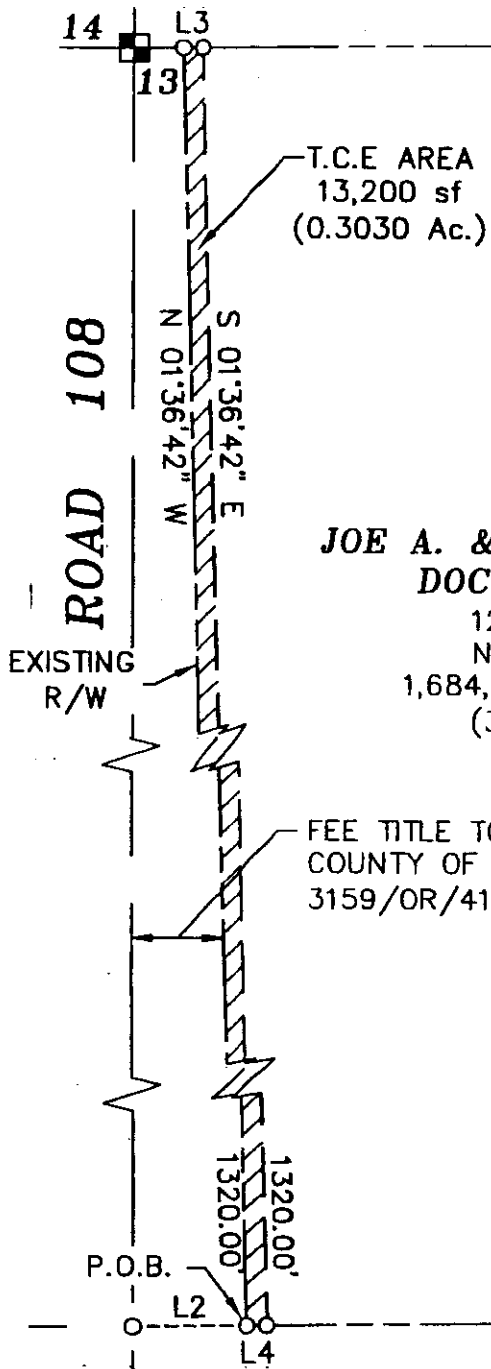


EXHIBIT 'B' 5

PORTION OF SECTION 13, T. 19 S., R. 24 E., M.D.B.&M.



LEGEND

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- ◆ SECTION CORNER
- ¼ SECTION CORNER

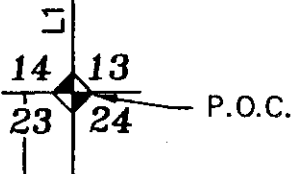
JOE A. & VIRGINIA PEDRO
DOC. 97-045600
 126-230-033
 NET ACREAGE
 1,684,896 sf ±1000 sf
 (38.6799 Ac.)

FEE TITLE TO
 COUNTY OF TULARE
 3159/OR/411

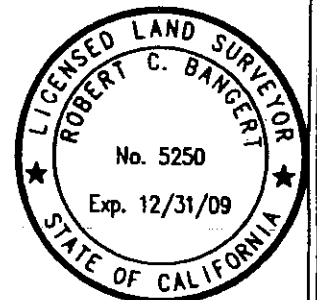
SCALE: 1" = 100'

LINE TABLE

LINE	BEARING	LENGTH
L1	N 00°08'08" W	1319.87'
L2	N 89°21'27" E	59.00'
L3	N 89°22'17" E	10.00'
L4	S 89°21'27" W	10.00'



Robert C Bangert 7-24-08
 ROBERT C. BANGERT LS 5250 DATE
 LICENSE EXPIRATION DATE: DECEMBER 31, 2009



**ROAD 108 PS&E
 TEMPORARY CONSTRUCTION EASEMENT**

EXHIBIT "A" -6

That portion of the real property described in the Grant Deed to Joe A. Pedro and Virginia Pedro, as Trustees of the Pedro Family Revocable Trust of July 3, 1997, recorded July 7, 1997 as Document No. 97-045600, Tulare County Official Records, lying within the Northwest quarter of Section 13, Township 19 South, Range 24 East, M.D.B.&M., in the County of Tulare, State of California, described as follows:

COMMENCING at the Southwest corner of the Northwest quarter of said Section 13, said corner also being the Southwest corner of said real property to Pedro; thence along the South line of said real property to Pedro, North 89°22'17" East 25.00 feet to the **POINT OF BEGINNING**; thence leaving said South line, North 00°08'09" West 1,167.00 feet to a point on the North line of said property to Pedro; thence along said North line, North 89°22'17" East 10.00 feet; thence leaving said North line, South 00°08'09" East 1,167.00 feet to a point on the South line of said property to Pedro; thence along said South line, South 89°22'17" West 10.00 feet to the **POINT OF BEGINNING**.

Said description contains 11,670 square feet (0.2679 acres) more or less.

Robert C. Bangert 7-15-08
Robert C. Bangert LS 5250 Date
License Expiration Date: December 31, 2009

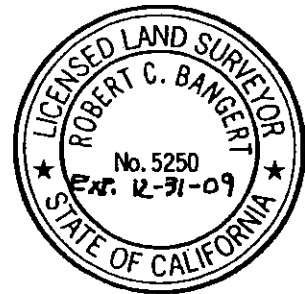
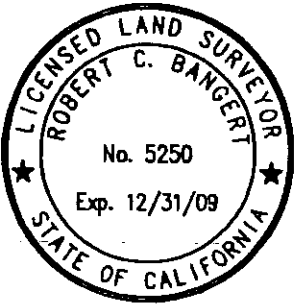
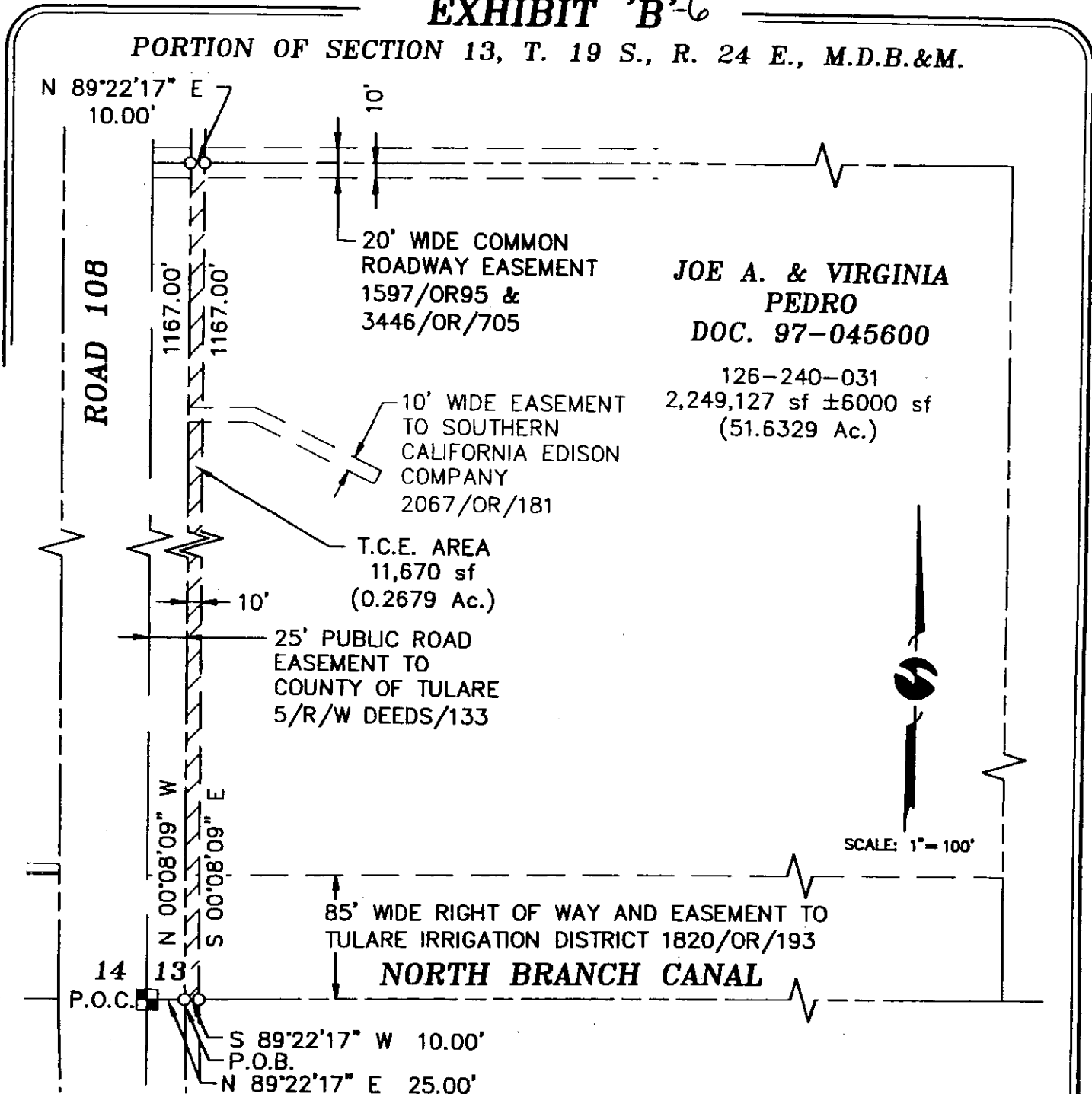


EXHIBIT 'B'-6

PORTION OF SECTION 13, T. 19 S., R. 24 E., M.D.B.&M.



Robert C. Bangert 7-15-08
 ROBERT C. BANGERT LS 5250 DATE
 LICENSE EXPIRATION DATE: DECEMBER 31, 2009

LEGEND

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- ¼ SECTION CORNER

ROAD 108 PS&E TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT "A"-7

That portion of the real property described in Line Item 4, in the Grant Deed to Joseph A. Pedro, and Virginia Pedro, as Trustees of the Pedro Family Revocable Trust of July 3, 1997, recorded on July 7, 1997, as Document No. 97-045600, Tulare County Official Records, lying within the Southwest quarter of Section 13, Township 19 South, Range 24 East, M.D.B.&M., in the County of Tulare, State of California, described as follows:

COMMENCING at the Southwest corner of said Southwest quarter of Section 13; thence along the West line of said Southwest quarter North 00°08'08" West 1319.87 feet to a point on the North line of the West half of the Southwest quarter of said Southwest quarter of Section 13; thence North 89°21'27" East 59.00 feet along said North line, to a point on the East line of the real property described in the Grant Deed to the County of Tulare, recorded on February 21, 1974, in Volume 3159, at Page 411, Tulare County Official Records, said point being the Northwest corner of said real property to Pedro, and the **POINT OF BEGINNING**; thence North 89°21'27" East 10.00 feet along said North line of the West half of the Southwest quarter of said Southwest and the North line of said real property to Pedro; thence leaving said North line, South 00°08'08" East 26.39 feet; thence South 02°47'02" East 110.37 feet to the beginning of a curve to the right, having a radius of 12,070.00 feet; thence 557.89 feet along said curve, through a central angle of 02°38'54"; thence South 00°08'08" East 546.02 feet; thence South 45°08'08" East 31.30 feet; thence North 89°20'40" East 215.46 feet; thence South 88°59'59" East 335.29 feet to a point on the East line of said real property to Pedro; thence South 00°09'19" East 10.00 feet along said East line; thence leaving said East line, North 88°59'59" West 335.34 feet; thence South 89°20'40" West 219.51 feet; thence North 45°08'08" West 39.64 feet; thence North 00°08'08" West 550.16 feet to the beginning of a curve to the left, having a radius of 12,060.00 feet; thence 557.43 feet along said curve, through a central angle of 02°38'54"; thence North 02°47'02" West 110.61 feet; thence North 00°08'08" West 26.53 feet to the **POINT OF BEGINNING**.

Said description contains 18,310 square feet (0.4203 acres) more or less.

Robert C. Bangert 2-13-09
Robert C. Bangert LS 5250 Date
License Expiration Date: December 31, 2009

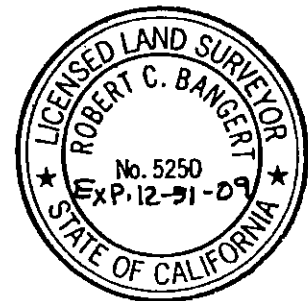
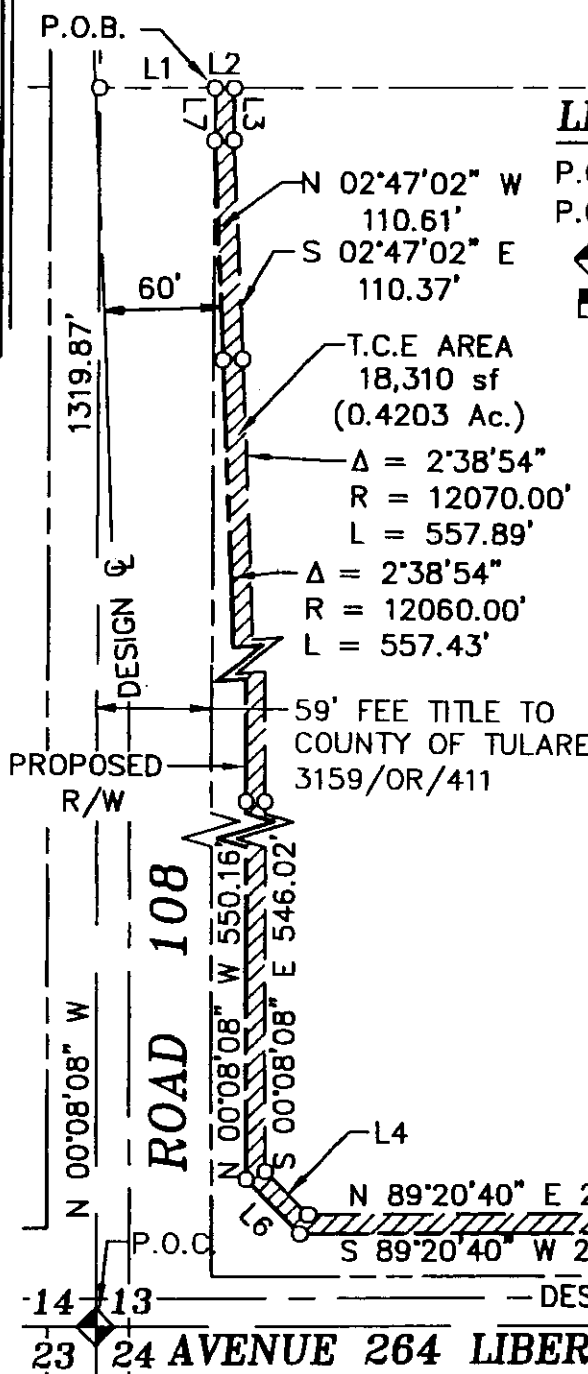


EXHIBIT 'B'-1
 PORTION OF SECTION 13, T. 19 S., R. 24 E., M.D.B.&M.



LEGEND

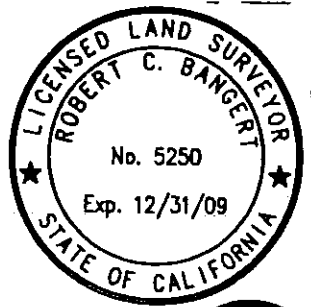
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- ◆ SECTION CORNER
- ¼ SECTION CORNER

JOE A. & VIRGINIA PEDRO
DOC. 97-045600
 126-770-005
 NET ACREAGE
 777,720 sf ±1000 sf
 (17.8540 Ac.)

SCALE: 1" = 100'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 89°21'27" E	59.00'
L2	N 89°21'27" E	10.00'
L3	S 00°08'08" E	26.39'
L4	S 45°08'08" E	31.30'
L5	S 00°09'19" E	10.00'
L6	N 45°08'08" W	39.64'
L7	N 00°08'08" W	26.53'

25' PUBLIC ROAD
 EASEMENT TO
 COUNTY OF TULARE
 5/R/W DEEDS/384



Robert C. Bangert 2-13-09
 ROBERT C. BANGERT LS 5250 DATE
 LICENSE EXPIRATION DATE: DECEMBER 31, 2009

ROAD 108 PS&E
TEMPORARY CONSTRUCTION EASEMENT