

File: 86277-3152
Owner: John Wing Hing Wong
and Jacoba Margaretha
Johanna Bongaards
Wong, as Trustees of the
John Wing Hing Wong
and Jacoba Margaretha
Johanna Bongaards
Wong 1989 Trust
APN: 119-730-005
Project: Road 108 Widening
Fed RPSTRL-5946(0026)
ID#:

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 John Wing Hing Wong and Jacoba Margaretha Johanna Bongaards Wong, as Trustees of the John Wing Hing Wong and Jacoba Margaretha Johanna Bongaards Wong 1989 Trust, 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 Forty-two Thousand Dollars (\$42,000), the "Purchase Price", for the PROPERTY, which the parties agree includes all improvements and 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 86277-3152, hereinafter "Escrow", located at 296 W. Henderson Avenue, Porterville, Ca 93257.

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 \$1,508.00 per year. 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 area 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, except with None, and 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:

John Wing Hing Wong and Jacoba Margaretha
Bongaards Wong, as Trustees of the John
Wing Hing Wong and Jacoba Margaretha
Johanna Bongaards Wong 1989 Trust
1932 S. University Street
Visalia, CA 93277

13. 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.

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.

15. GOVERNING LAW

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

16. 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.

17. 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.

18. ENTIRE AGREEMENT

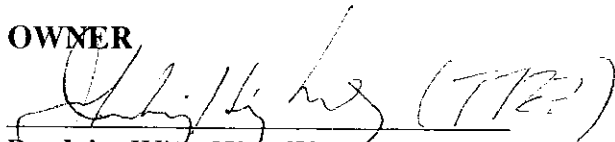
The performance of this AGREEMENT constitutes the entire consideration for the conveyances from OWNER and shall relieve COUNTY of all further obligation or claim on this account, or on account of the location, grade or construction of the proposed public improvement and related facilities and/or structures.

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

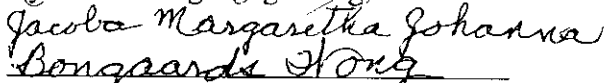
This AGREEMENT shall bind the respective heirs, personal representatives, successors, and assigns of the parties hereto.

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

OWNER

 (TTT)

By: John Wing Hing Wong, Trustee



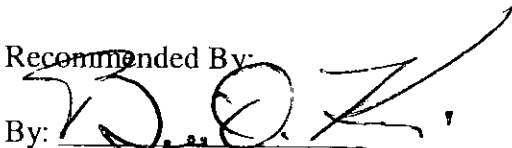
By: Jacoba Margaretha Johanna
Bongaards Wong, Trustee

Date 9/10/09

Mailing Address:
1932 S. University Street
Visalia, CA 93277

Telephone: 559-733-5222

Recommended By:



By: Bill D. Kouris
Right of Way Agent
(916)978-4900

COUNTY OF TULARE

By: _____
Chairman, Board of Supervisors

Date: _____



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

By: _____
Deputy Clerk

Approved as to Form:
County Counsel

By: Chito L. If 10-2-09
Deputy County Counsel

ATTACH:

Exhibit A Legal Description(s)

Exhibit B Plat(s)

EXHIBIT "A"

That portion of the real property described in the Grant Deed to John Wing Hing Wong and Jacoba Margaretha Johanna Bongaards Wong, as Trustees of the John Wing Hing Wong and Jacoba Margaretha Johanna Bongaards Wong 1989 Trusts, recorded on September 20, 1989, in Volume 4887, at Page 476, Tulare County Official Records, lying within the Northeast quarter of Section 11, Township 19 North, Range 24 East, M.D.B. & M., in the City of Visalia, County of Tulare, State of California, described as follows:

COMMENCING at the Northeast corner of said Section 11; thence South 00°06'24" East 995.83 feet along the East line of said Northeast quarter, to a point on the Easterly prolongation of the North line of said real property to Wong; thence leaving said East line, South 89°46'30" West 42.00 feet along said prolongation, to a point on the West line of the real property described in the Grant Deed to the County of Tulare, recorded on January 17, 1974, in Volume 3152, at Page 846, Tulare County Official Records, said point being the **POINT OF BEGINNING**; thence along said West line, South 00°06'24" East 331.92 feet to a point on the South line of said real property to Wong; thence leaving said West line, South 89°48'14" West 26.01 feet along said South line; thence leaving said South line, North 00°06'33" West 331.91 feet to a point on the North line of said real property to Wong; thence North 89°46'30" East 26.02 feet, along said North line to the **POINT OF BEGINNING**.

Said description contains 8,634 square feet (0.1982 acres) more or less.

Robert C. Bangert 12-10-08
Robert C. Bangert LS 5250 Date
License Expiration Date: December 31, 2009

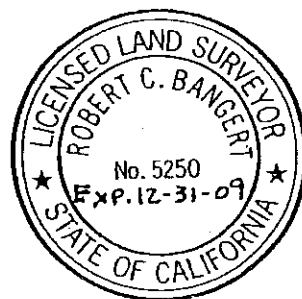
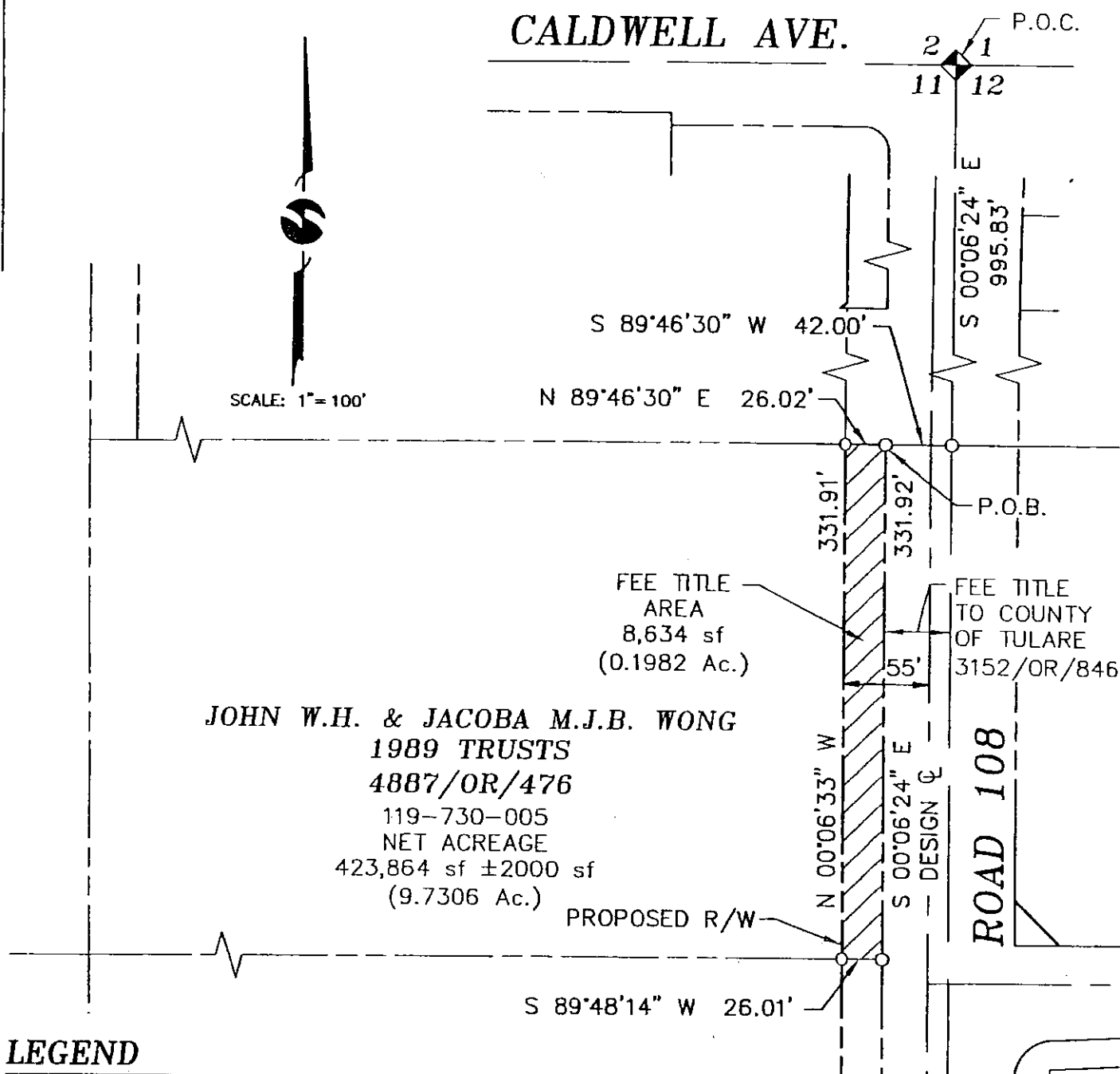


EXHIBIT 'B'

PORTION OF SECTION 11, T. 19 S., R. 24 E., M.D.B.&M.

CALDWELL AVE.



LEGEND

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

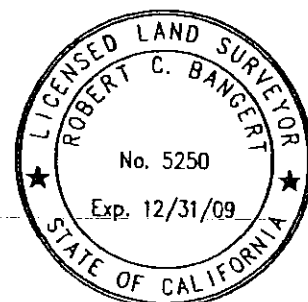
Robert C. Bangert

12-10-08

ROBERT C. BANGERT LS 5250

DATE

LICENSE EXPIRATION DATE: DECEMBER 31, 2009



ROAD 108 PS&E
FEE ACQUISITION

EXHIBIT "A"

That portion of the real property described in the Grant Deed to John Wing Hing Wong and Jacoba Margaretha Johanna Bongaards Wong, as Trustees of the John Wing Hing Wong and Jacoba Margaretha Johanna Bongaards Wong 1989 Trusts, recorded on September 20, 1989, in Volume 4887, at Page 476, Tulare County Official Records, lying within the Northeast quarter of Section 11, Township 19 North, Range 24 East, M.D.B. & M., in the City of Visalia, County of Tulare, State of California, described as follows:

COMMENCING at the Northeast corner of said Section 11; thence South 00°06'24" East 1327.78 feet along the East line of said Northeast quarter, to a point on the Easterly prolongation of the South line of said real property to Wong; thence leaving said East line, South 89°48'14" West 68.01 feet along said prolongation and South line to the **POINT OF BEGINNING**; thence continuing along said South line, South 89°48'14" West 24.99 feet; thence leaving said South line, North 00°11'46" West 16.00 feet; thence North 89°48'14" East 1.16 feet; thence North 44°50'51" East 33.76 feet; thence South 00°06'33" East 39.85 feet to the **POINT OF BEGINNING**.

Said description contains 685 square feet (0.0157 acres) more or less.

Robert C. Bangert 8-6-09
Robert C. Bangert LS 5250 Date
License Expiration Date: December 31, 2009

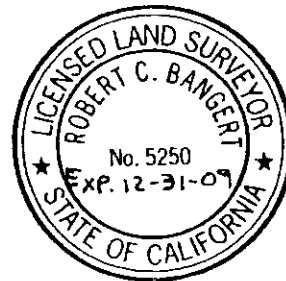
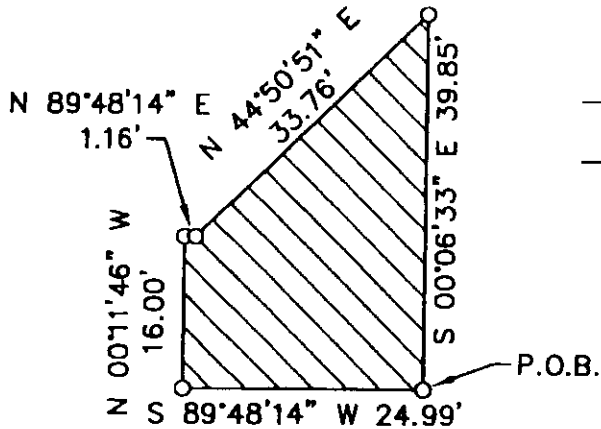


EXHIBIT 'B'

PORTION OF SECTION 11, T. 19 S., R. 24 E., M.D.B.&M.

CALDWELL AVE.



DETAIL 1
N.T.S.

FEE TITLE TO
COUNTY OF TULARE
3152/OR/846

JOHN W.H. & JACOBA M.J.B. WONG
1989 TRUSTS

4887/OR/476

119-730-005

NET ACREAGE

423,864 sf ±2000 sf

(9.7306 Ac.)

PROPOSED R/W

FEE ACQUISITION AREA
SEE DETAIL 1

685 sf

(0.0157 Ac.)

P.O.B.

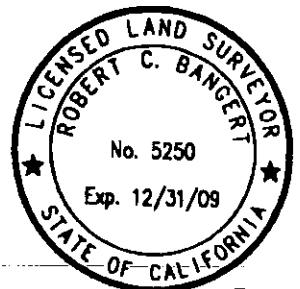
S 89°48'14" W 68.01'

SCALE: 1"=100'

LEGEND

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

Robert C. Bangert 8-6-09
ROBERT C. BANGERT LS 5250 DATE
LICENSE EXPIRATION DATE: DECEMBER 31, 2009



ROAD 108 PS&E
FEE ACQUISITION

EXHIBIT "A"

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COMMENCING at the Northeast corner of said Section 11; thence South 00°06'24" East 995.83 feet along the East line of said Northeast quarter, to a point on the Easterly prolongation of the North line of said real property to Wong; thence leaving said East line, South 89°46'30" West 68.02 feet along said prolongation and North line of said real property to Wong, to the **POINT OF BEGINNING**; thence leaving said North line, South 00°06'33" East 331.91 feet to a point on the South line of said real property to Wong; thence South 89°48'14" West 10.00 feet along said South line; thence leaving said South line, North 00°06'33" West 331.91 feet to a point on the North line of said real property to Wong; thence North 89°46'30" East 10.00 feet along said North line; to the **POINT OF BEGINNING**.

Said description contains 3,319 square feet (0.0762 acres) more or less.

Robert C. Bangert 12-10-08
Robert C. Bangert LS 5250 Date
License Expiration Date: December 31, 2009

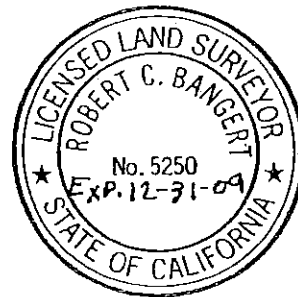


EXHIBIT 'B'

PORTION OF SECTION 11, T. 19 S., R. 24 E., M.D.B.&M.

CALDWELL AVE. 2 1 P.O.C.

11 12

SCALE: 1"=100'

S 89°46'30" W 68.02'

N 89°46'30" E 10.00'

S 00°06'24" E
995.83'

P.O.B.

T.C.E. AREA
3,319 sf
(0.0762 Ac.)

JOHN W.H. & JACOBA M.J.B. WONG
1989 TRUSTS
4887/OR/476

119-730-005
NET ACREAGE
423,864 sf ±2000 sf
(9.7306 Ac.)

PROPOSED R/W

S 89°48'14" W 10.00'

331.91'

331.91'

55'

DESIGN Q

ROAD 108

LEGEND

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

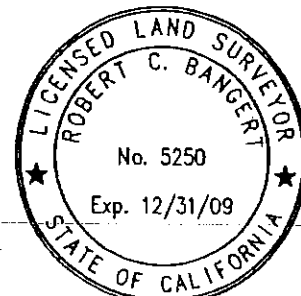
Robert C Bangert

12-10-08

ROBERT C. BANGERT LS 5250

DATE

LICENSE EXPIRATION DATE: DECEMBER 31, 2009



ROAD 108 PS&E

TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT "A"

That portion of the real property described in the Grant Deed to John Wing Hing Wong and Jacoba Margaretha Johanna Bongaards Wong, as Trustees of the John Wing Hing Wong and Jacoba Margaretha Johanna Bongaards Wong 1989 Trusts, recorded on September 20, 1989, in Volume 4887, at Page 476, Tulare County Official Records, lying within the Northeast quarter of Section 11, Township 19 North, Range 24 East, M.D.B. & M., in the City of Visalia, County of Tulare, State of California, described as follows:

COMMENCING at the Northeast corner of said Section 11; thence South 00°06'24" East 1327.78 feet along the East line of said Northeast quarter, to a point on the Easterly prolongation of the South line of said real property to Wong; thence leaving said East line, South 89°48'14" West 93.00 feet along said prolongation and South line to the **POINT OF BEGINNING**; thence continuing along said South line, South 89°48'14" West 10.00 feet; thence leaving said South line, North 00°11'46" West 18.98 feet; thence North 44°50'51" East 35.41 feet; thence South 00°06'33" East 14.15 feet; thence South 44°50'51" West 19.60 feet; thence South 89°48'14" West 1.16 feet; thence South 00°11'46" East 16.00 feet to the **POINT OF BEGINNING**.

Said description contains 452 square feet (0.0104 acres) more or less.

Robert C. Bangert 8-6-09
Robert C. Bangert LS 5250 Date
License Expiration Date: December 31, 2009

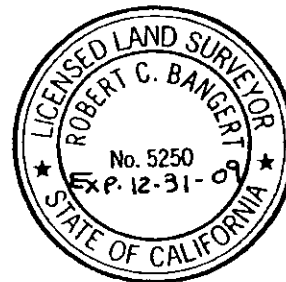
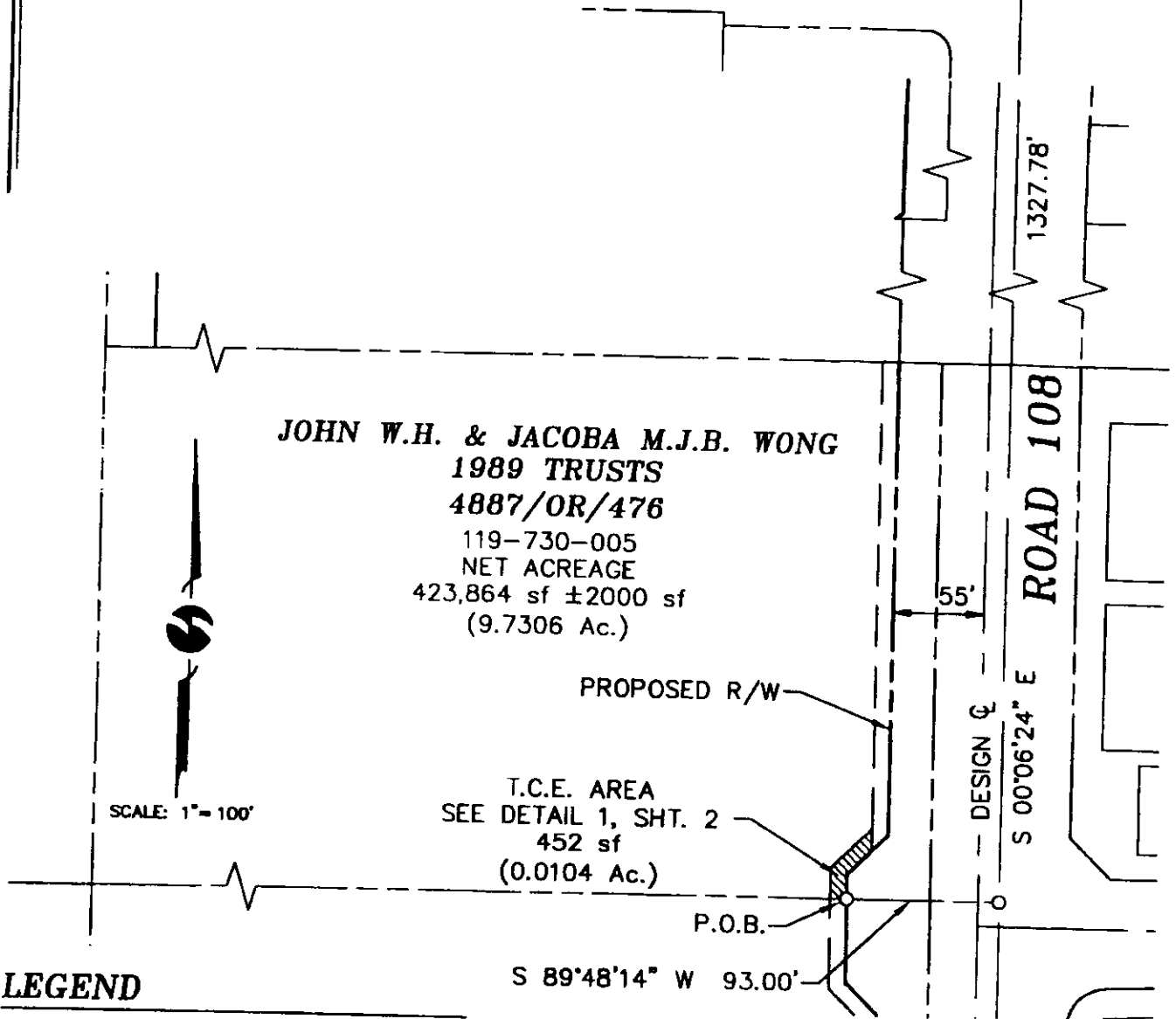


EXHIBIT 'B'
PORTION OF SECTION 11, T. 19 S., R. 24 E., M.D.B.&M.

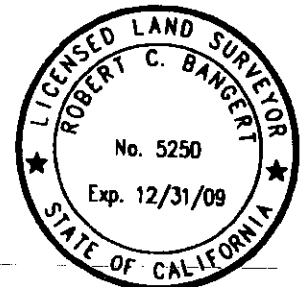
CALDWELL AVE. 2 1 P.O.C.
11 12



LEGEND

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

Robert C. Bangert 8-6-09
ROBERT C. BANGERT LS 5250 DATE
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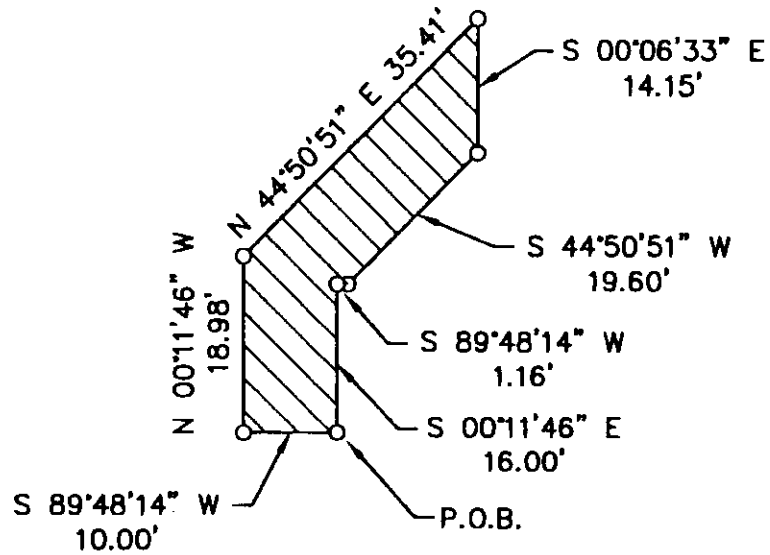
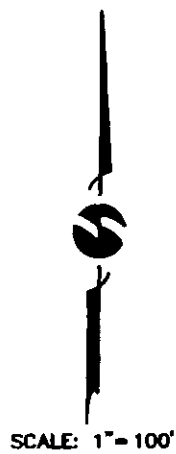


ROAD 108 PS&E
TEMPORARY CONSTRUCTION EASEMENT

SHT. 1 OF 2

EXHIBIT 'B'

PORTION OF SECTION 11, T. 19 S., R. 24 E., M.D.B.&M.



DETAIL 1
N.T.S.

ROAD 108 PS&E

TEMPORARY CONSTRUCTION EASEMENT

SHT. 2 OF 2

