

**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 **J & M Thomas Ranch, Inc., A California corporation**, 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 One Hundred Seven Thousand Five Hundred Dollars (\$107,500.00), the "Purchase Price", for the PROPERTY, which the parties agree includes:

- The sum of (\$23,500.00), fee title which includes all improvements;
- The sum of (\$300.00), Temporary Construction Easement;
- The sum of (\$83,700.00), 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 70585-3152, hereinafter "Escrow", located at 296 West 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 \$8.64 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 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, 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, including trees, 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:
J & M Thomas Ranch, Inc.
715 Oakdale Avenue
Tulare, CA 93274

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. OBLIGATIONS

- A. It is agreed that payment in Clause 2 includes the sum of Seventy-Seven Thousand Dollars (\$77,000.00), as the cost to OWNER for drilling a replacement water well on OWNER's remaining property and that sum is based on the bid obtained by the COUNTY's appraiser. It is further agreed that OWNER has subsequently drilled and is currently using a replacement well that produces a satisfactory water supply. It is further agreed that, the payment of said sum of \$77,000.00 shall be considered as full payment by COUNTY for the existing well and OWNER waives any and all future claim for compensation.
- B. It is 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: Reconfigure the underground irrigation pipeline and one valve, drill and outfit a new irrigation well with necessary casing, pump and electricity, as further referenced in Clause 14(A) hereinabove, remove 25 trees for turn rows, and replace approximately 310 feet fencing.
- C. It is agreed that the undersigned OWNER, or their authorized lessee, shall harvest the existing crop on that portion of OWNER's property being acquired by the COUNTY. It is further understood that said crop shall be harvested on or before December 31, 2009; and, if not harvested by said date, shall become the property of the COUNTY to dispose of as it may see fit. The undersigned OWNER, or their authorized lessee, agree to cultivate and maintain the existing crop in conformance with the practices of good husbandry, including pest control, up to and including date OWNER, or their designated lessee, harvest said crop. OWNER further agree to provide notice to COUNTY and COUNTY'S contractor 48 hours prior to spraying said crop. Said notice shall include the type of pesticide to be sprayed, label requirements and date/time of spraying said pesticide. OWNER hereby agrees to follow and comply with all product label requirements and any requirements of the Tulare County Agricultural Commissioner's Office. It is further understood that this property shall be used only for the purpose of maintaining and harvesting the crop on the subject property. Upon the failure of the OWNER, or their authorized lessee, to comply with any condition or provision of this agreement, the authorization to harvest said crop by the OWNER, or their authorized lessee, shall immediately cease and possession shall be taken by the COUNTY.
- D.. COUNTY agrees to be responsible for perpetuating the existing farm roads; remove 19 trees along Road 108, including roots and stumps; remove 25 trees along Avenue 256, including roots and stumps; replace irrigation facilities and reconnect underground irrigation pipeline that runs beneath Avenue 256; abandon the existing water well, 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 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.

- E. It is agreed and understood COUNTY, or COUNTY's authorized representative, shall relocate Tulare Irrigation District's irrigation lines from October 15, 2010 to, no later than March 31, 2011. COUNTY, or COUNTY's authorized representative, shall provide OWNER (1) one week notice prior to initiating said facility relocation. It is further understood OWNER's irrigation water service shall be maintained during the irrigation season from April 1 to October 14.
- F. COUNTY or COUNTY's authorized representative, will make every effort to protect trees on OWNER's remainder; however, in the event said trees are damaged by COUNTY or COUNTY's representative, during construction of said project, the COUNTY will assume responsibility as further described in Clause No. 11 hereinabove. Furthermore, it is understood OWNER may file a claim for a damage payment, in the event of said damages.
- G. COUNTY shall include the OWNER'S Notice requirements referenced in clause 14(C) hereinabove in its Special Provisions provided COUNTY'S Contractor constructing said project.

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.

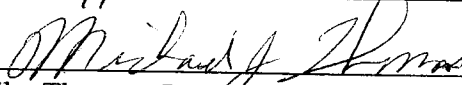
IN WITNESS WHEREOF, the parties have executed this AGREEMENT as follows:

OWNER:

COUNTY OF TULARE

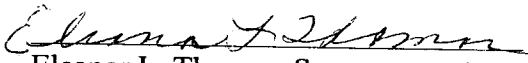
J & M Thomas Ranch, Inc.

Date: 11-25-09


Mike Thomas, President

By: _____
Chairman, Board of Supervisors

Date: _____


Eleanor L. Thomas, Secretary

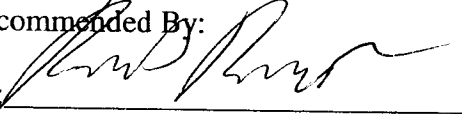
ATTEST: JEAN M. ROUSSEAU
COUNTY ADMINISTRATIVE OFFICER
Clerk of the Board of Supervisors

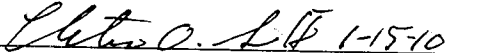
Mailing Address:
715 Oakdale Avenue
Tulare, CA 93274

By: _____
Deputy Clerk

Telephone: (559) 280-2248

Approved as to Form:
County Counsel

Recommended By: _____
By: 

By:  1-15-10
Deputy County Counsel

Bohdan Bodrouk
Right of Way Agent
(916) 978-4900

ATTACH:
Exhibit A Legal Description(s)
Exhibit B Plat(s)

EXHIBIT "A"

That portion of the real property described in the Grant Deed to J & M Thomas Ranch Inc., recorded December 30, 1981 in Book 3926 at Page 643, Tulare County Official Records, lying within the Northwest quarter of Section 25, Township 19 South, Range 24 East, M.D.B.&M., in the County of Tulare, State of California, described as follows:

PARCEL 'A'

COMMENCING at the Northwest corner of said Section 25; thence North 89°32'34" East 673.83 feet along the North line of said Northwest quarter of Section 25; thence leaving said North line, South 00°27'26" East 40.00 feet to a point on the South line of the real property described in the Grant Deed to the County of Tulare, dated January 23, 1975 and recorded in Book 3222 at Page 539, Tulare county Official Records, said point being the **POINT OF BEGINNING**; thence leaving said South line, South 00°27'00" East 2.09 feet; thence South 89°33'00" West 555.60 feet; thence South 44°46'03" West 40.15 feet; thence South 00°13'57" East 271.15 feet to a point on the North line of the real property described in the Grant Deed to Radford P. and Telie Y. Spurlock, recorded December 31, 1986 in Book 4515 at Page 186, Tulare County Official Records; thence along said North line, South 89°32'34" West 31.00 feet to a point on the East line of said real property to the County of Tulare, said point hereon designated as Point 'A'; thence along said East line, North 00° 13' 57" West 301.44 feet to a point on the South line of said real property to the County of Tulare; thence along said South line, North 89°32'34" East 614.98 feet to the **POINT OF BEGINNING**.

Said description contains 10,943 square feet (0.2512 acres) more or less.

PARCEL 'B'

COMMENCING at said Point 'A'; thence along the East line of said real property to the County of Tulare, South 00°13'57" East 199.97 feet to a point on the South line of said real property to Spurlock, said point being the **POINT OF BEGINNING**; thence along said South line, North 89°32'34" East 31.00 feet; thence leaving said South line, South 00°13'57" East 306.71 feet to a point on the South line of said real property to J & M Thomas Ranch Inc.; thence along said South line, South 89°37'09" West 31.00 feet to a point the East line of said real property to the County of Tulare; thence along said East line, North 00°13'57" West 306.67 feet to the **POINT OF BEGINNING**.

Said description contains 9,507 square feet (0.2183 acres) more or less.

Robert C Bangert 3-9-09
Robert C. Bangert LS 5250 Date
License Expiration Date: December 31, 2009

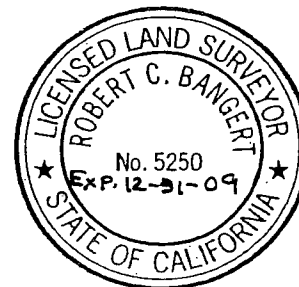
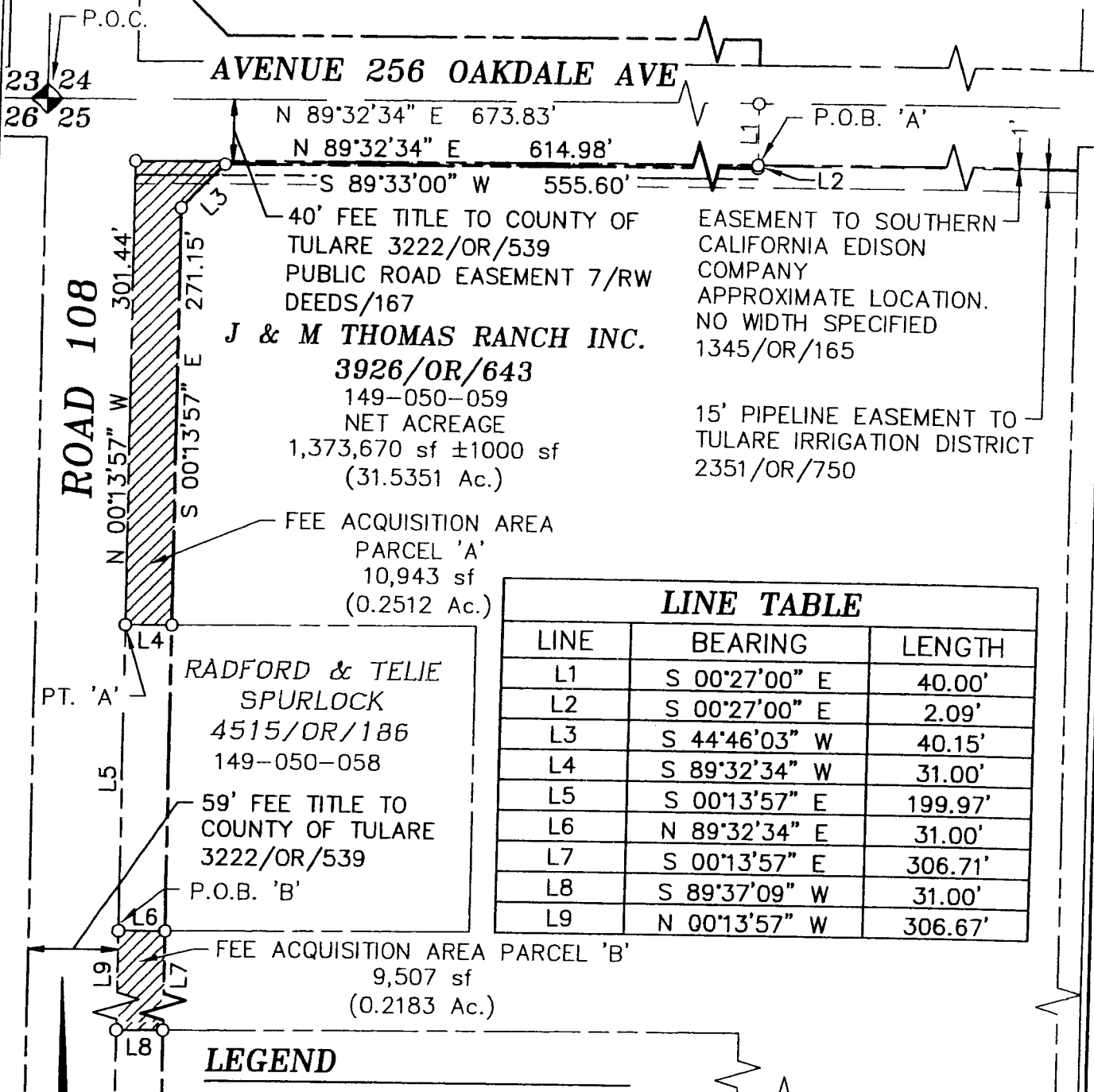


EXHIBIT 'B')

PORTION OF SECTION 25, T. 19 S., R. 24 E., M.D.B.&M.



AVENUE 256 OAKDALE AVE

ROAD 108

N 89°32'34" E 673.83'

N 89°32'34" E 614.98'

S 89°33'00" W 555.60'

40' FEE TITLE TO COUNTY OF TULARE 3222/OR/539
PUBLIC ROAD EASEMENT 7/RW DEEDS/167

J & M THOMAS RANCH INC.
3926/OR/643
149-050-059
NET ACREAGE
1,373,670 sf ±1000 sf
(31.5351 Ac.)

EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY APPROXIMATE LOCATION. NO WIDTH SPECIFIED 1345/OR/165

15' PIPELINE EASEMENT TO TULARE IRRIGATION DISTRICT 2351/OR/750

FEE ACQUISITION AREA
PARCEL 'A'
10,943 sf
(0.2512 Ac.)

RADFORD & TELIE SPURLOCK
4515/OR/186
149-050-058

59' FEE TITLE TO COUNTY OF TULARE 3222/OR/539

P.O.B. 'B'

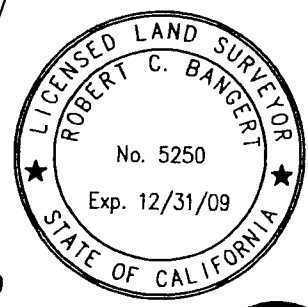
FEE ACQUISITION AREA PARCEL 'B'
9,507 sf
(0.2183 Ac.)

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 00°27'00" E	40.00'
L2	S 00°27'00" E	2.09'
L3	S 44°46'03" W	40.15'
L4	S 89°32'34" W	31.00'
L5	S 00°13'57" E	199.97'
L6	N 89°32'34" E	31.00'
L7	S 00°13'57" E	306.71'
L8	S 89°37'09" W	31.00'
L9	N 00°13'57" W	306.67'

LEGEND

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

Robert C Bangert 8-9-09
ROBERT C. BANGERT LS 5250 DATE
LICENSE EXPIRATION DATE: DECEMBER 31, 2009



SCALE: 1" = 100'

**ROAD 108 PS&E
FEE ACQUISITION**

EXHIBIT "A"-2

That portion of the real property described in the Grant Deed to J & M Thomas Ranch Inc., recorded December 30, 1981 in Book 3926 at Page 643, Tulare County Official Records, lying within the Northwest quarter of Section 25, Township 19 South, Range 24 East, M.D.B.&M., in the County of Tulare, State of California, described as follows:

PARCEL 'A'

COMMENCING at the Northwest corner of said Section 25; thence North 89°32'34" East 673.83 feet along the North line of said Northwest quarter of Section 25; thence leaving said North line, South 00°27'26" East 40.00 feet to a point on the South line of the real property described in the Grant Deed to the County of Tulare, Dated January 23, 1975 and recorded in Book 3222 at Page 539, Tulare County Official Records, said point being the **POINT OF BEGINNING**; thence along said South line, North 89°32'34" East 31.48 feet; thence leaving said South line, South 44°32'34" West 17.10 feet; thence South 89°33'00" West 570.87 feet; thence South 44°46'03" West 31.89 feet; thence South 00°13'57" East 266.97 feet to a point on the North line of the real property described in the Grant Deed to Radford P. and Telie Y. Spurlock, recorded December 31, 1986 in Book 4515 at Page 186, Tulare County Official Records; thence along said North line, South 89°32'34" West 10.00 feet to a point hereon designated Point 'A'; thence leaving said North line, North 00°13'57" West 271.15 feet; thence North 44°46'03" East 40.15 feet; thence North 89°33'00" East 555.60 feet; thence North 00°27'00" West 2.09 feet to the **POINT OF BEGINNING**.

Said description contains 8,894 square feet (0.2042 acres) more or less.

PARCEL 'B'

COMMENCING at said Point 'A'; thence South 00°13'57" East 199.97 feet to a point on the South line of said real property to Spurlock, said point being the **POINT OF BEGINNING**; thence along said South line, North 89°32'34" East 20.00 feet; thence leaving said South line, South 00°13'57" East 306.74 feet to a point on the South line of said real property to J & M Thomas Ranch Inc.; thence along said South line, South 89°37'09" West 20.00 feet; thence leaving said South line, North 00°13'57" West 306.71 feet to the **POINT OF BEGINNING**.

Said description contains 6,134. square feet (0.1408 acres) more or less.

Robert C. Bangert 10-2-09
Robert C. Bangert LS 5250 Date
License Expiration Date: December 31, 2009

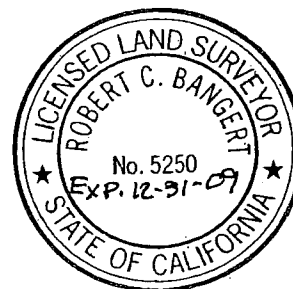


EXHIBIT 'B'-2

PORTION OF SECTION 25, T. 19 S., R. 24 E., M.D.B.&M.

P.O.C.
23/24
26/25

AVENUE 256 OAKDALE AVE

N 89°32'34" E 673.83'

N 89°33'00" E 555.60'

S 89°33'00" W 570.87'

P.O.B. 'A'

ROAD 108

N 00°13'57" W 271.15'

S 00°13'57" E 266.97'

40' FEE TITLE TO COUNTY OF TULARE 3222/OR/539 PUBLIC ROAD EASEMENT 7/RW DEEDS/167

J & M THOMAS RANCH INC.

3926/OR/643

149-050-059

NET ACREAGE

1,373,670 sf ±1000 sf

(31.5351 Ac.)

T.C.E. AREA PARCEL 'A'

8894 sf

(0.2042 Ac.)

EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY APPROXIMATE LOCATION. NO WIDTH SPECIFIED 1345/OR/165

15' PIPELINE EASEMENT TO TULARE IRRIGATION DISTRICT 2351/OR/750

PT. 'A'

RADFORD P. & TELIE

Y. SPURLOCK

4515/OR/186

149-050-058

59' FEE TITLE TO COUNTY OF TULARE 3222/OR/539

P.O.B. 'B'

T.C.E. AREA PARCEL 'B'

6,134 sf

(0.1408 Ac.)

LINE TABLE

LINE	BEARING	LENGTH
L1	S 00°27'26" E	40.00'
L2	N 89°32'34" E	31.48'
L3	S 44°32'34" W	17.10'
L4	S 44°46'03" W	31.89'
L5	S 89°32'34" W	10.00'
L6	N 44°46'03" E	40.15'
L7	N 00°27'00" W	2.09'
L8	S 00°13'57" E	199.97'
L9	N 89°32'34" E	20.00'
L10	S 00°13'57" E	306.74'
L11	S 89°37'09" W	20.00'
L12	N 00°13'57" W	306.71'

LEGEND

P.O.C. POINT OF COMMENCEMENT

P.O.B. POINT OF BEGINNING

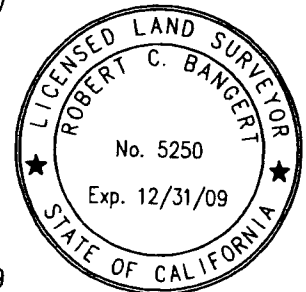
◆ SECTION CORNER

Robert C. Bangert

10-2-09

ROBERT C. BANGERT LS 5250 DATE

LICENSE EXPIRATION DATE: DECEMBER 31, 2009



SCALE: 1" = 100'

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