

File:
Owner: Cordeniz Trust, et al
APN: 149-220-008
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 **IRMA CORDENIZ, IN TRUST, BY THAT CERTAIN JUDGMENT SETTLING REPORT OF EXECUTOR AND PETITION FOR FINAL DISTRIBUTION UNDER WILL WITHOUT ACCOUNTING, AS TO AN UNDIVIDED ¼ INTEREST, IRMA L. CORDENIZ, TRUSTEE OF THE IRMA L. CORDENIZ LIVING TRUST, AS TO AN UNDIVIDED ¼ INTEREST, MAYME CORDENIZ, IN TRUST BY THAT CERTAIN JUDGMENT APPROVING FIRST AND FINAL REPORT OF EXECUTOR, AS TO AN UNDIVIDED ¼ INTEREST, MAYME CORDENIZ, TRUSTEE OF THE MAYME CORDENIZ LIVING TRUST, AS TO AN UNDIVIDED ¼ INTEREST**, 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 Four Thousand Three Hundred Dollars (\$74,300.00 rounded), the "Purchase Price", for the PROPERTY, which the parties agree includes:

- the sum of (\$68,450.00), fee title which includes all improvements;
- the sum of (\$450.00), Temporary Construction Easement;
- the sum of (\$5,400.00), 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 70557-3152, hereinafter "Escrow", located at 296 West Henderson, 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 \$11.32 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. 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:

Don Cordeniz
3329 N Enterprise Street
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. SPECIAL PROVISIONS

- A. It is understood and agreed that included in the amount payable under Clause 2 above is payment in full to compensate OWNER for decorative wood fencing and landscaping bushes.
- B. 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 relocating the mailbox cluster to the remainder property and replace the irrigation stand pipe and reconfigure the irrigation pipeline on the remainder property.
- c. COUNTY agrees to be responsible for perpetuating the drive approaches and access to the property.
 - 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.

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

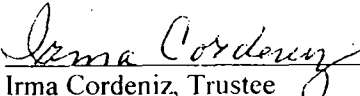
The performance of this AGREEMENT constitutes the entire consideration for the conveyances from OWNER and shall relieve COUNTY of all further obligation or claim on this account, or on account of the location, grade or construction of the proposed public improvement and related facilities and/or structures.

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

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: IRMA CORDENIZ IN TRUST
AND IRMA CORDENIZ LIVING TRUST**



Irma Cordeniz, Trustee
a/k/a Irma L. Cordeniz

COUNTY OF TULARE

By: _____
Chairman, Board of Supervisors

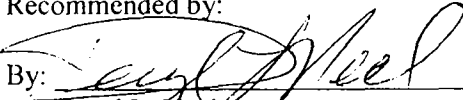
Date: _____

**MAYME CORDENIZ IN TRUST
AND MAYME CORDENIZ LIVING TRUST**


Mayme Cordeniz, Trustee

Date: 11-25-09

Recommended by:

By: 
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:  1-15-10
Deputy County Counsel

EXHIBIT "A"—1

That portion of the real property described in the Grant Deed to Irma Cordeniz and Mayme Cordeniz, recorded on January 5, 1955, in Book 1799, at Page 147, in the Grant Deed to Mayme Cordeniz, trustee of the Mayme Cordeniz Living Trust, recorded on September 8, 2005 as Document 2005-0098132, and in the Grant Deed to Irma L. Cordeniz, trustee of the Irma L. Cordeniz Living Trust, recorded on September 9, 2005, as Document 2005-0098776, Tulare County Official Records, lying within the Northeast quarter of Section 26, Township 19 South, Range 24 East, M.D.B.&M., in the County of Tulare, State of California, described as follows:

BEGINNING at the East quarter corner of said Section 26; thence South 89°47'06" West 30.00 feet along the South line of said real property to Cordeniz; thence leaving said South line, North 00°13'57" West 1972.06 feet to a point on the North line of said real property to Cordeniz; thence along said North line, North 89°48'21" East 30.00 feet to a point on the East line of said Northeast quarter of Section 26; thence along said East line, South 00°13'57" East 1972.05 feet to the **POINT OF BEGINNING**.

Said description contains 59,162 square feet (1.3582 acres) more or less.

Robert C. Bangert 9-30-08
Robert C. Bangert LS 5250 Date
License Expiration Date: December 31, 2009

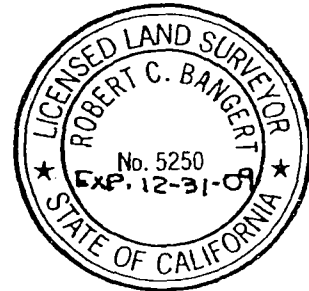
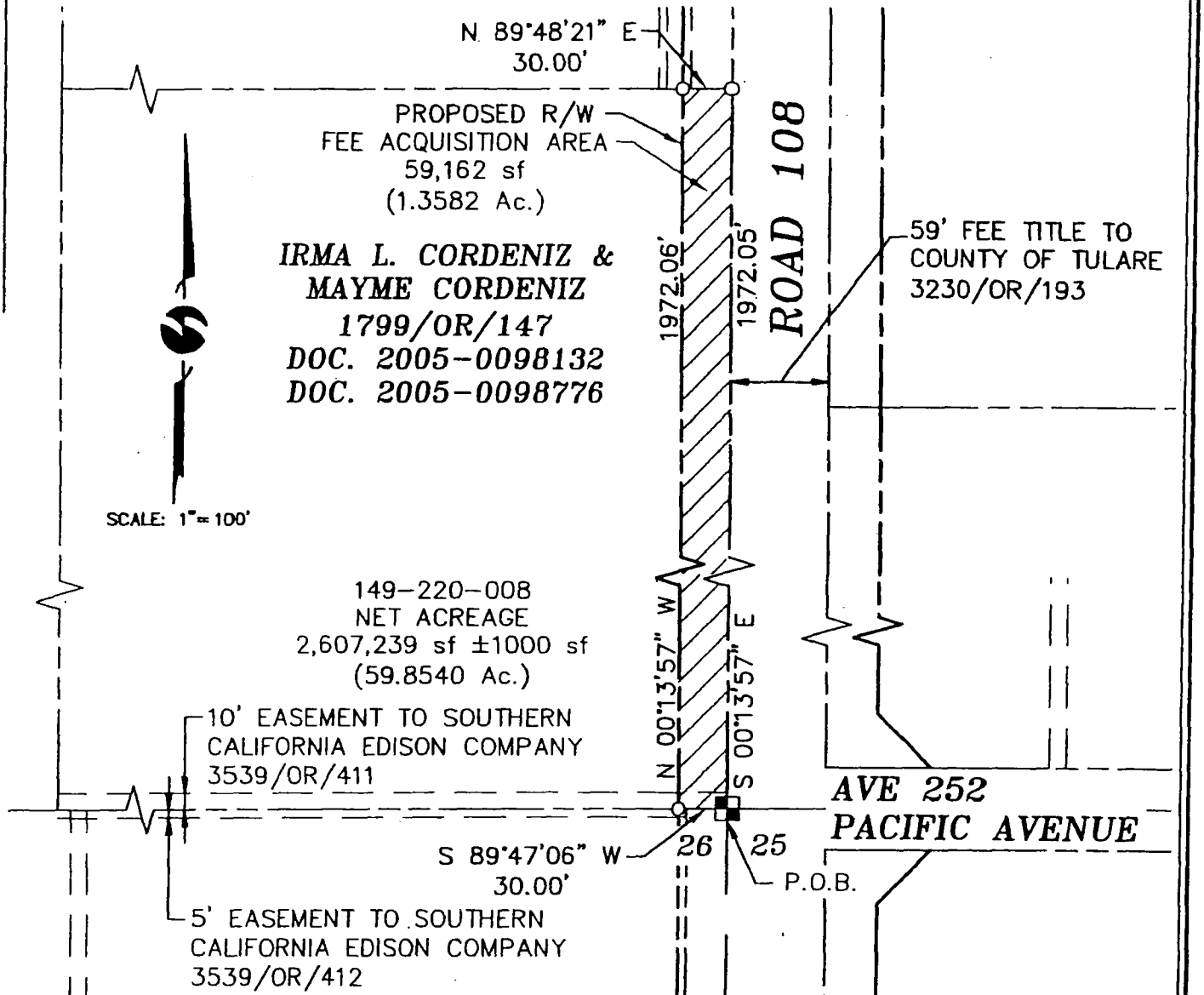


EXHIBIT 'B'

PORTION OF SECTION 26, T. 19 S., R. 24 E., M.D.B.&M.



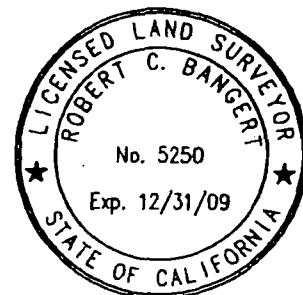
LEGEND

P.O.B. POINT OF BEGINNING



1/4 SECTION CORNER

Robert C. Bangert 9-30-08
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 Irma Cordeniz and Mayme Cordeniz, recorded on January 5, 1955, in Book 1799, at Page 147, in the Grant Deed to Mayme Cordeniz, trustee of the Mayme Cordeniz Living Trust, recorded on September 8, 2005 as Document 2005-0098132, and in the Grant Deed to Irma L. Cordeniz, trustee of the Irma L. Cordeniz Living Trust, recorded on September 9, 2005, as Document 2005-0098776, Tulare County Official Records, lying within the Northeast quarter of Section 26, Township 19 South, Range 24 East, M.D.B.&M., in the County of Tulare, State of California, described as follows:

COMMENCING at the East quarter corner of said Section 26; thence South 89°47'06" West 30.00 feet along the South line of said real property to Cordeniz to the **POINT OF BEGINNING**; thence continuing along said South line, South 89°47'06" West 10.00 feet; thence leaving said South line, North 00°13'57" West 1972.06 feet to a point on the North line of said real property to Cordeniz; thence along said North line, North 89°48'21" East 10.00 feet; thence leaving said North line, South 00°13'57" East 1972.06 feet to the **POINT OF BEGINNING**.

Said description contains 19,721 square feet (0.4527 acres) more or less.

Robert C. Bangert 9-30-08
Robert C. Bangert LS 5250 Date
License Expiration Date: December 31, 2009

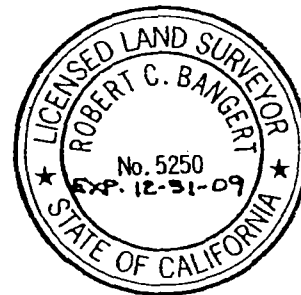
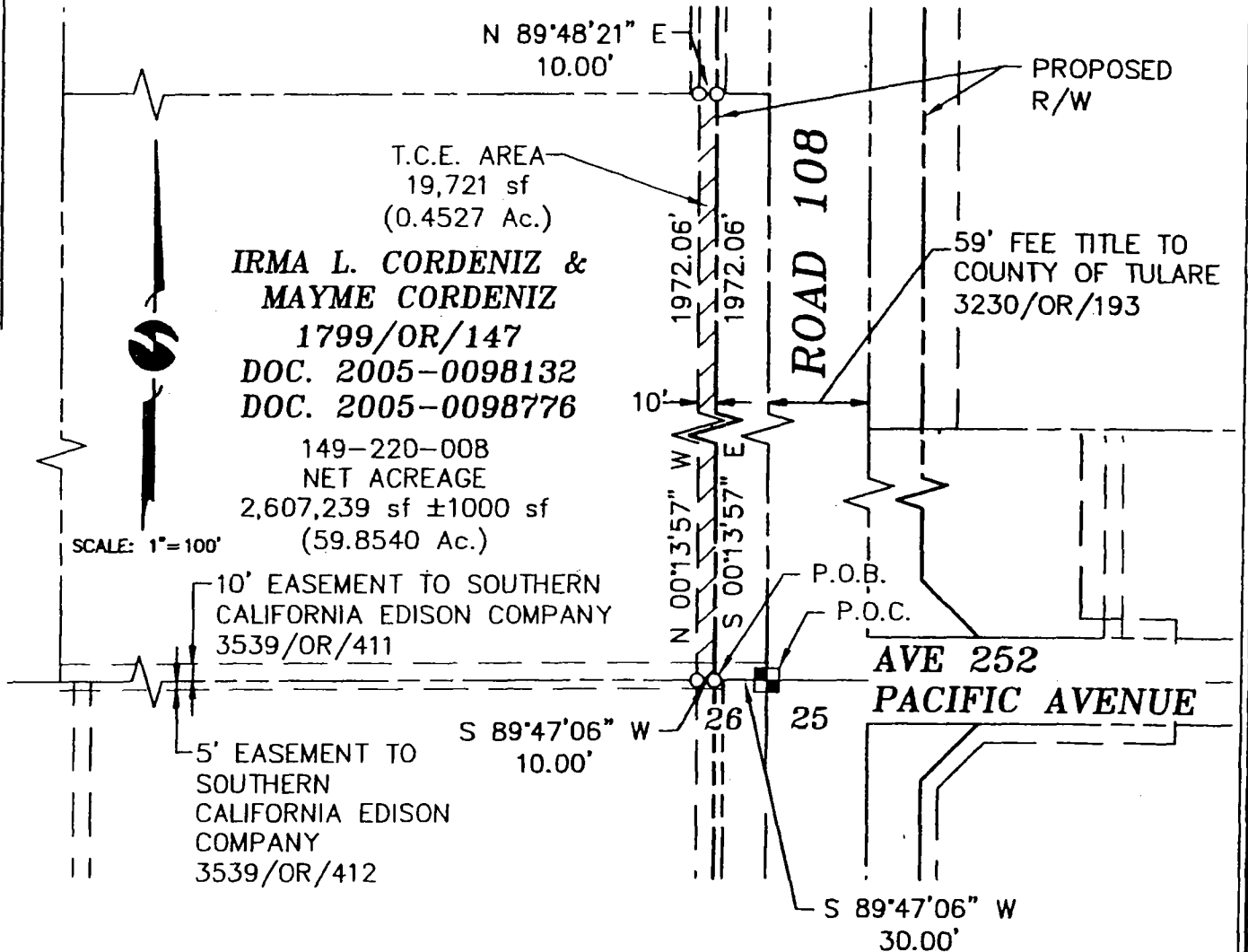


EXHIBIT 'B'

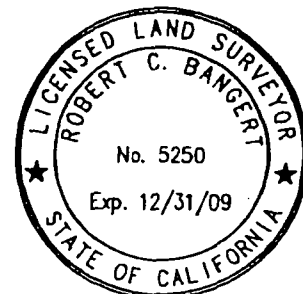
PORTION OF SECTION 26, T. 19 S., R. 24 E., M.D.B.&M.



LEGEND

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

Robert C Bangert 9-30-08
ROBERT C. BANGERT LS 5250 DATE
LICENSE EXPIRATION DATE: DECEMBER 31, 2009



ROAD 108 PS&E
TEMPORARY CONSTRUCTION EASEMENT

