

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

76,7File: 70555, 70553, 70550-1362
Owner: Mervin L. Souza a married man as his sole and separate property DBA M.S. Products (149-060-008), Mervin L. Souza (149-060-009) and Mervin Souza (149-230-003)
APN: 149-060-008, 149-060-009, 149-230-003
Project: Hillman Street Widening
Fed ID#: RPSTRL-5946(0026)

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 Mervin L. Souza a married man as his sole and separate property DBA M.S. Products, Mervin L. Souza, and Mervin Souza, 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 Six Thousand Seven Hundred Dollars (\$76,700), the "Purchase Price", for the PROPERTY, which the parties agree includes and is allocated as follows:

The sum of \$63,460.00, for fee title;
The sum of \$785.00, for a Temporary Construction Easement; and
The sum of \$12,455.00, for severance and/or cost-to-cure 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 70555, 70553, 70550-1362, 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 \$262.00 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 Two Star Dairy, 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:

Mervin Souza

1497 E. Pacific 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. COUNTY:

1. Perpetuate the drive approaches and farm roads, conform driveways, extend the box culvert for the TID ditch that runs beneath Road 108 and provide a sleeve for a new irrigation pipeline that will connect the water source on the west side of the street to the farmland on the east side. It is assumed that the small section of vinyl fencing in the front yard of one of the homesites will be allowed to remain in place.

B. PROPERTY OWNER:

1. Reconfigure the irrigation pipeline, sump, and return pump that are used to irrigate the farm land and it is hereby acknowledged property owner's payment in Clause 2 hereinabove includes payment for said work to be performed by PROPERTY OWNER.

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

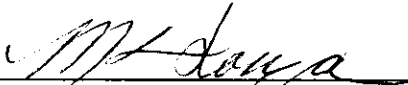
The performance of this AGREEMENT constitutes the entire consideration for the conveyances from OWNER and shall relieve COUNTY of all further obligation or claim on this account, or on account of the location, grade or construction of the proposed public improvement and related facilities and/or structures.

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

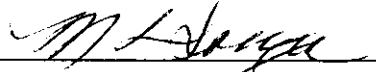
This AGREEMENT shall bind the respective heirs, personal representatives, successors, and assigns of the parties hereto.

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

OWNER



By: Mervin Souza



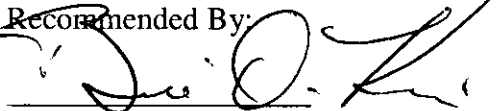
By: Mervin L. Souza

Date: 1-21-10

Mailing Address:
1497 E. Pacific Avenue
Tulare, CA 93274

Telephone: 559-686-3324

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: Deputy County Counsel

ATTACHMENT:

Exhibit A Legal Description(s)

Exhibit B Plat(s)

EXHIBIT "A"

That portion of the real property described in the Grant Deed to Mervin L. Souza DBA M.S. Products, recorded March 16, 1994, as Document No. 94-019995, Tulare County Official Records, lying within the North half of the Southwest 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:

COMMENCING at the Northwest corner of said North half of the Southwest quarter of Section 25; thence along the North line of said North half of the Southwest quarter of Section 25, North 89°41'44" East 59.00 feet to the Northeast corner of the real property described in the Grant Deed to the County of Tulare, recorded December 18, 1974 in Volume 3215 at Page 339, Tulare County Official Records, said corner being the **POINT OF BEGINNING**; thence continuing along said North line, North 89°41'44" East 2583.84 feet to a point on the East line of said North half of the Southwest quarter of Section 25; thence leaving said North line, South 00°15'38" East 25.00 feet along said East line to a point on the South line of the Public Road Easement described in the Right-of-Way deed to the County of Tulare, recorded September 5, 1893, in Volume 5, at Page 73, Tulare County Right-of-Way Deeds; thence along the South line of said Public Road Easement, South 89°41'44" West 2519.52 feet; thence leaving said South line, South 44°45'54" West 46.45 feet; thence South 00°42'22" East 500.42 feet to the beginning of a curve to the right, having a radius of 12,060.00 feet; thence 598.21 feet along said curve, through a central angle of 02°50'31"; thence South 02°08'09" West 158.53 feet to a point on the South line of said North half of the Southwest quarter of Section 25; thence along said South line, South 89°45'14" West 36.12 feet to a point on the East line of said real property described in the Grant Deed to the County of Tulare; thence along said East line, North 01°14'48" East 657.50 feet; thence continuing along said East line, North 00°14'06" West 657.36 feet to the **POINT OF BEGINNING**.

Said description contains 111,883 square feet (2.5685 acres) more or less.

[Fee Acquisition: 47,287 square feet (1.0856 acres) more or less.]

[Underlying Fee Area: 64,596 square feet (1.4830 acres) more or less.]

Robert C. Bangert 2-23-09
Robert C. Bangert LS 5250 Date
License Expiration Date: December 31, 2009

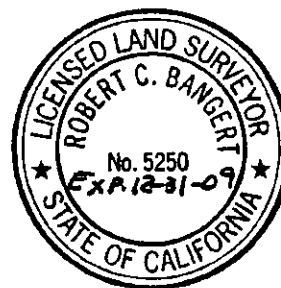
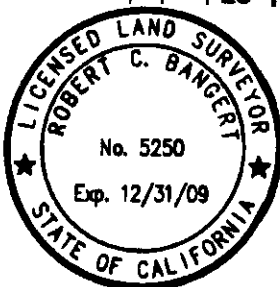
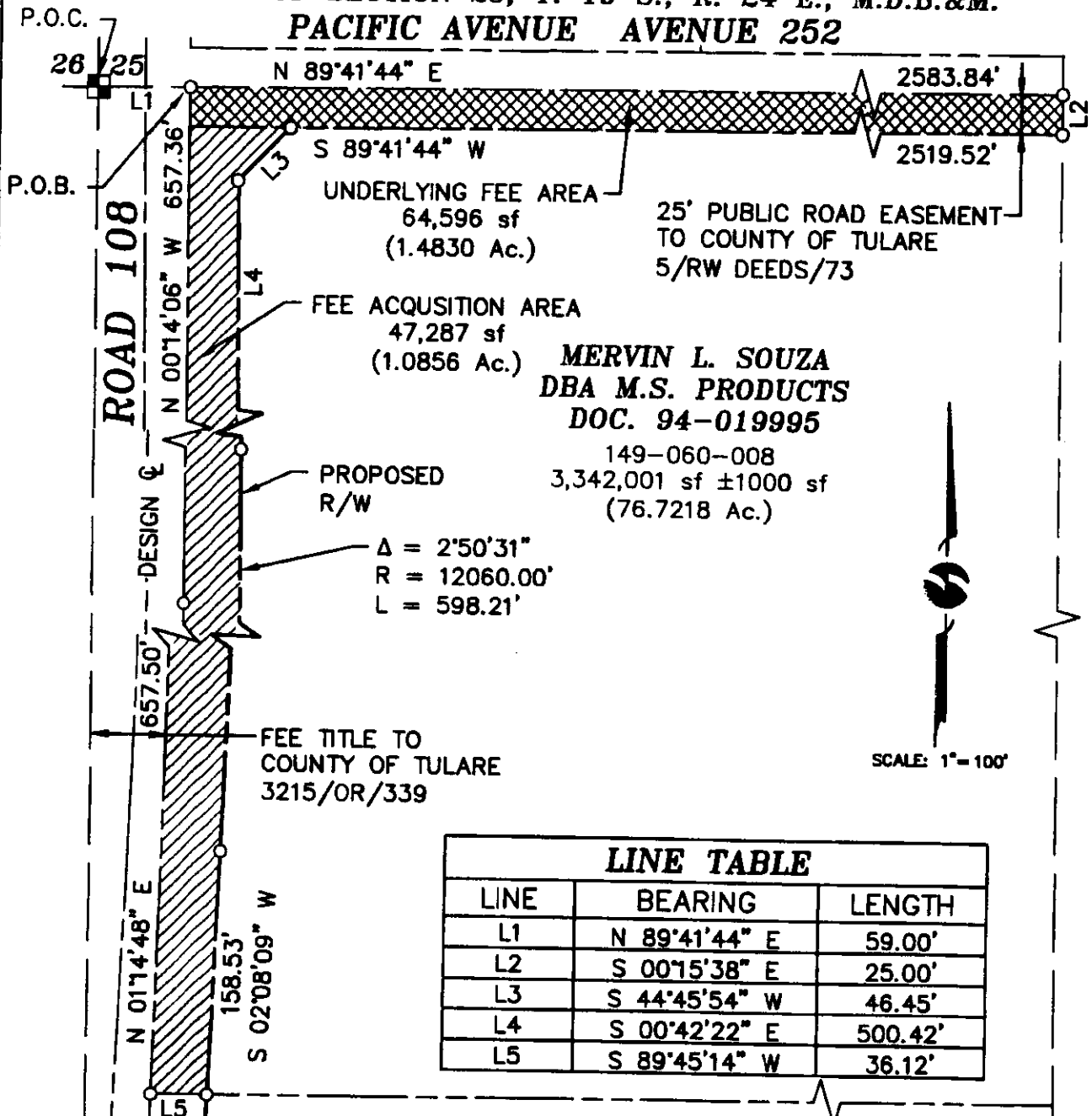


EXHIBIT 'B'

PORTION OF SECTION 25, T. 19 S., R. 24 E., M.D.B.&M.
PACIFIC AVENUE AVENUE 252



LEGEND

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

Robert C. Bangert 2-23-09
ROBERT C. BANGERT LS 5250 DATE
LICENSE EXPIRATION DATE: DECEMBER 31, 2009

HILLMAN STREET P&E
FEE ACQUISITION

EXHIBIT "A"

That portion of the real property described in the Grant Deed to Mervin L. Souza DBA M.S. Products, recorded March 16, 1994, as Document No. 94-019995, Tulare County Official Records, lying within the North half of the Southwest 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:

COMMENCING at the Northwest corner of said North half of the Southwest quarter of Section 25; thence along the North line of said North half of the Southwest quarter of Section 25, North 89°41'44" East 149.84 feet; thence leaving said North line, South 00°18'18" East 25.00 feet to a point on the South line of the Public Road Easement described in the Right-of-Way deed to the County of Tulare, recorded on September 5, 1893, in Volume 5, at Page 73, Tulare County Right-of-Way Deeds; said point being the **POINT OF BEGINNING**; thence leaving said South line, South 00°18'18" East 10.00 feet; thence South 89°41'44" West 22.41 feet; thence South 44°45'54" West 38.13 feet; thence South 00°42'22" East 496.23 feet to the beginning of a curve to the right, having a radius of 12,070.00 feet; thence 598.71 feet along said curve, through a central angle of 02°50'31"; thence South 02°08'09" West 133.09 feet; thence North 89°45'14" East 40.03 feet; thence South 02°08'09" West 25.02 feet to a point on the South line of said North half of the Southwest quarter of Section 25; thence along said South line, South 89°45'14" West 50.04 feet; thence leaving said South line, North 02°08'09" East 158.53 feet to the beginning of a curve to the left, having a radius of 12,060.00 feet; thence 598.21 feet along said curve through a central angle of 02°50'31"; thence North 00°42'22" West 500.42 feet; thence North 44°45'54" East 46.45 feet to a point on said South line of the Public Road Easement to the County of Tulare; thence along said South line, North 89°41'44" East 26.54 feet to the **POINT OF BEGINNING**.

Said description contains 14,220 square feet (0.3264 acres) more or less.

Robert C. Bangert 2-23-09
Robert C. Bangert LS 5250 Date
License Expiration Date: December 31, 2009

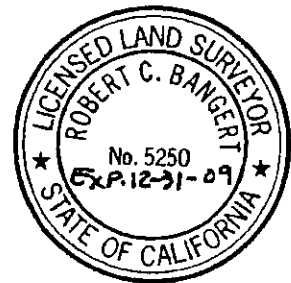


EXHIBIT 'B'

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

PACIFIC AVENUE AVENUE 252

P.O.C.

26 25

L1

L14

L13

L5

L4

P.O.B.

L3

25' PUBLIC ROAD EASEMENT-
TO COUNTY OF TULARE
5/RW DEEDS/73

L12

L6

108

DESIGN &

T.C.E. AREA
14,220 sf
(0.3264 Ac.)

PROPOSED
R/W

ROAD

C2

C1

L11

L7

L8

L9

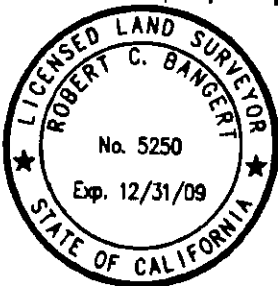
L10

MERVIN L. SOUZA
DBA M.S. PRODUCTS
DOC. 94-019995
149-060-008
3,342,361 sf ±1000 sf
(76.7301 Ac.)

SCALE: 1"=100'

LEGEND

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



Robert C. Bangert

2-23-09

ROBERT C. BANGERT LS 5250

DATE

LICENSE EXPIRATION DATE: DECEMBER 31, 2009

HILLMAN STREET P&E

TEMPORARY CONSTRUCTION EASEMENT

SHT. 1 OF 2

EXHIBIT 'B'

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

LINE TABLE

LINE	BEARING	LENGTH
L1	N 89°41'44" E	149.84'
L2	S 00°18'18" E	25.00'
L3	S 00°18'18" E	10.00'
L4	S 89°41'44" W	22.41'
L5	S 44°45'54" W	38.13'
L6	S 00°42'22" E	496.23'
L7	S 02°08'09" W	133.09'
L8	N 89°45'14" E	40.03'
L9	S 02°08'09" W	25.02'
L10	S 89°45'14" W	50.04'
L11	N 02°08'09" E	158.53'
L12	N 00°42'22" W	500.42'
L13	N 44°45'54" E	46.45'
L14	N 89°41'44" E	26.54'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C1	2°50'31"	12070.00'	598.71'
C2	2°50'31"	12060.00'	598.21'

HILLMAN STREET PS&E

TEMPORARY CONSTRUCTION EASEMENT

SHT. 2 OF 2

EXHIBIT "A"

That portion of the real property described in the Grant Deed to Mervin L. Souza, recorded on July 13, 1987, in Volume 4590, at Page 911, Tulare County Official Records, lying within the Southwest 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:

COMMENCING at the Southwest corner of said Section 25, thence along the West line of said Section 25, North 00°14'06" West 417.75 feet to a point on the Westerly prolongation of the South line of said real property to Souza; thence leaving said West line, North 89°48'43" East 29.00 feet along said prolongation of said South line, to a point on the East line of the real property described in the Grant Deed to the County of Tulare, recorded January 15, 1975, in Volume 3219, at Page 996, Tulare County Official Records, said point being the **POINT OF BEGINNING**; thence along said East line, North 00°14'06" West 239.01 feet; thence continuing along said East line, North 00°53'50" East 657.98 feet to a point on the North line of said real property to Souza; thence along said North line, North 89°45'14" East 36.12 feet; thence leaving said North line, South 02°08'09" West 149.56 feet to the beginning of a curve to the left, having a radius of 13,940.00 feet; thence 218.04 feet along said curve, through a central angle of 00°53'46" to the beginning of a non-tangent curve, concave to the East, having a radius of 13,934.00 feet, to which point a radial line bears North 89°43'09" West; thence 358.44 feet Southerly along said curve, through a central angle of 01°28'26"; thence South 00°14'06" East 171.12 feet to a point on the South line of said real property to Souza; thence along said South line, South 89°48'43" West 37.00 feet to the **POINT OF BEGINNING**.

Said description contains 30,167 square feet (0.6925 acres) more or less.

Robert C. Bangert 2-23-09
Robert C. Bangert LS 5250 Date
License Expiration Date: 12-31-09

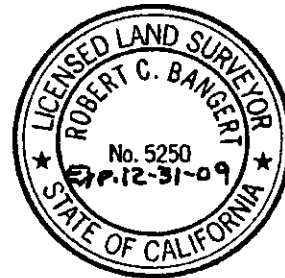
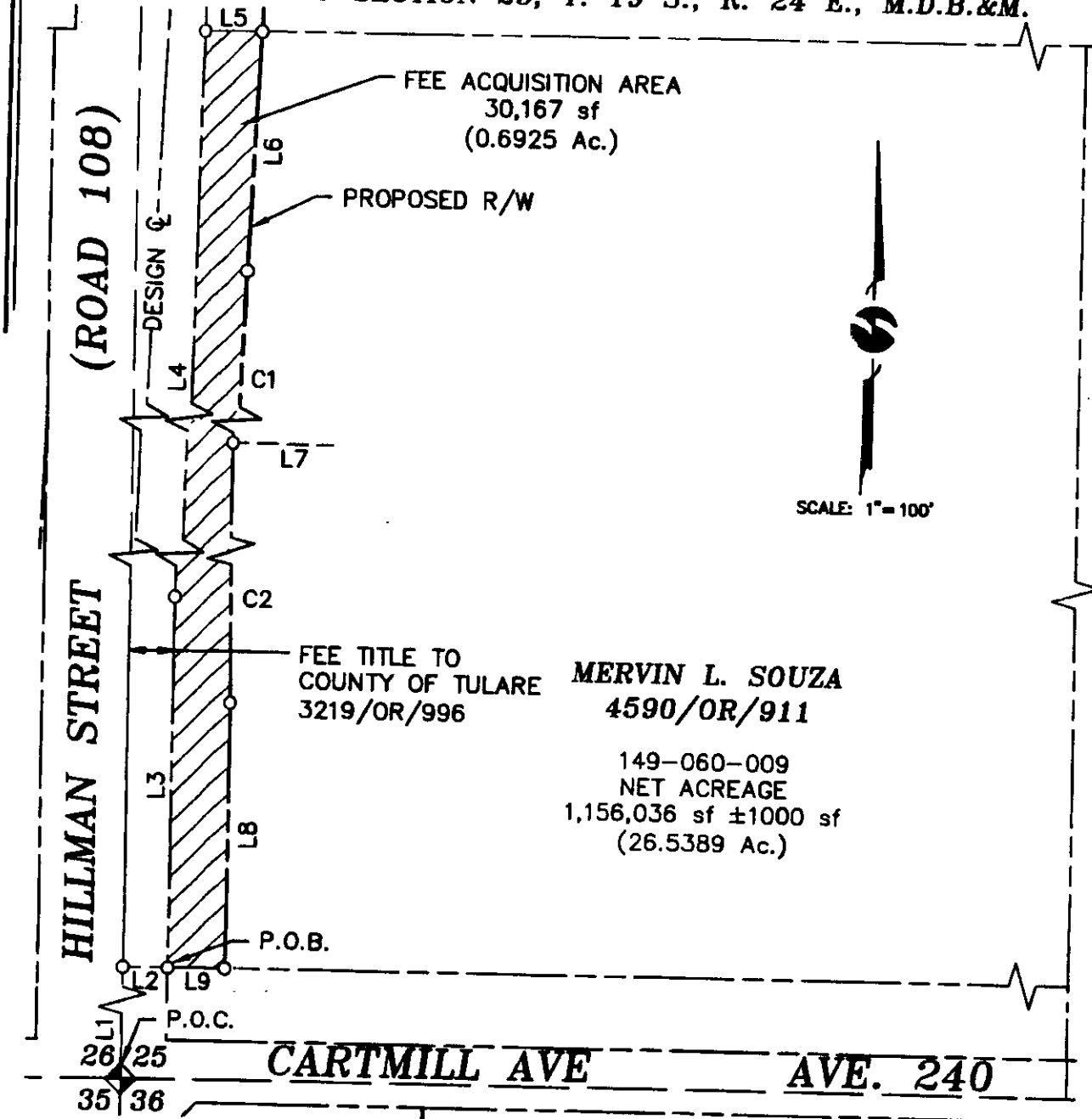


EXHIBIT 'B'

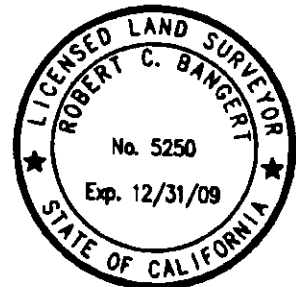
PORTION OF SECTION 25, T. 19 S., R. 24 E., M.D.B.&M.



LEGEND

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

Robert C. Bangert 2-23-09
ROBERT C. BANGERT LS 5250 DATE
LICENSE EXPIRATION DATE: DECEMBER 31, 2009



**HILLMAN STREET P&E
FEE ACQUISITION**

SHT. 1 OF 2

EXHIBIT 'B'

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

LINE TABLE

LINE	BEARING	LENGTH
L1	N 00°14'06" W	417.75'
L2	N 89°48'43" E	29.00'
L3	N 00°14'06" W	239.01'
L4	N 00°53'50" E	657.98'
L5	N 89°45'14" E	36.12'
L6	S 02°08'09" W	149.56'
L7	N 89°43'09" W (R)	
L8	S 00°14'06" E	171.12'
L9	S 89°48'43" W	37.00'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C1	0°53'46"	13940.00'	218.04'
C2	1°28'26"	13934.00'	358.44'

EXHIBIT "A"

That portion of the real property described in the Grant Deed to Mervin L. Souza, recorded on July 13, 1987, in Volume 4590, at Page 911, Tulare County Official Records, lying within the Southwest 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:

COMMENCING at the Southwest corner of said Section 25, thence along the West line of said Section 25, North 00°14'06" West 417.75 feet to a point on the Westerly prolongation of the South line of said real property to Souza; thence leaving said West line, North 89°48'43" East 66.00 feet along said prolongation and the South line of said real property to Souza, to the **POINT OF BEGINNING**; thence leaving said South line, North 00°14'06" West 171.12 feet to the beginning of a non-tangent curve concave to the East, having a radius of 13,934.00 feet, to which point a radial line bears South 88°48'25" West; thence 358.44 feet Northerly along said curve, through a central angle of 01°28'26" to the beginning of a non-tangent curve, concave to the East, having a radius of 13,940.00 feet, to which point a radial line bears, North 88°45'37" West; thence 218.04 feet Northerly along said curve, through a central angle of 00°53'46"; thence North 02°08'09" East 149.56 feet to a point on the North line of said real property to Souza; thence along said North line, North 89°45'14" East 50.04 feet; thence leaving said North line, South 02°08'09" West 25.02 feet; thence South 89°45'14" West 40.03 feet; thence South 02°08'09" West 124.96 feet to the beginning of a curve to the left, having a radius of 13,930.00 feet; thence 217.80 feet Southerly along said curve, through a central angle of 00°53'45" to the beginning of a non-tangent curve, concave to the East, having a radius of 13,924.00 feet, to which point a radial line bears North 89°43'10" West; thence 358.18 feet Southerly along said curve, through a central angle of 01°28'26"; thence South 00°14'06" East 171.21 feet to a point on the South line of said real property to Souza; thence along said South line, South 89°48'43" West 10.00 feet to the **POINT OF BEGINNING**.

Said description contains 9,973 square feet (0.2289 acres) more or less.

Robert C. Bangert 2-23-09
Robert C. Bangert LS 5250 Date
License Expiration Date: 12-31-09

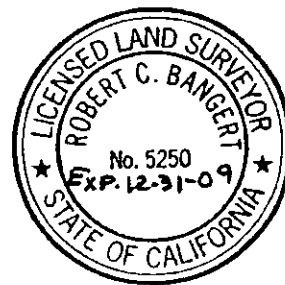
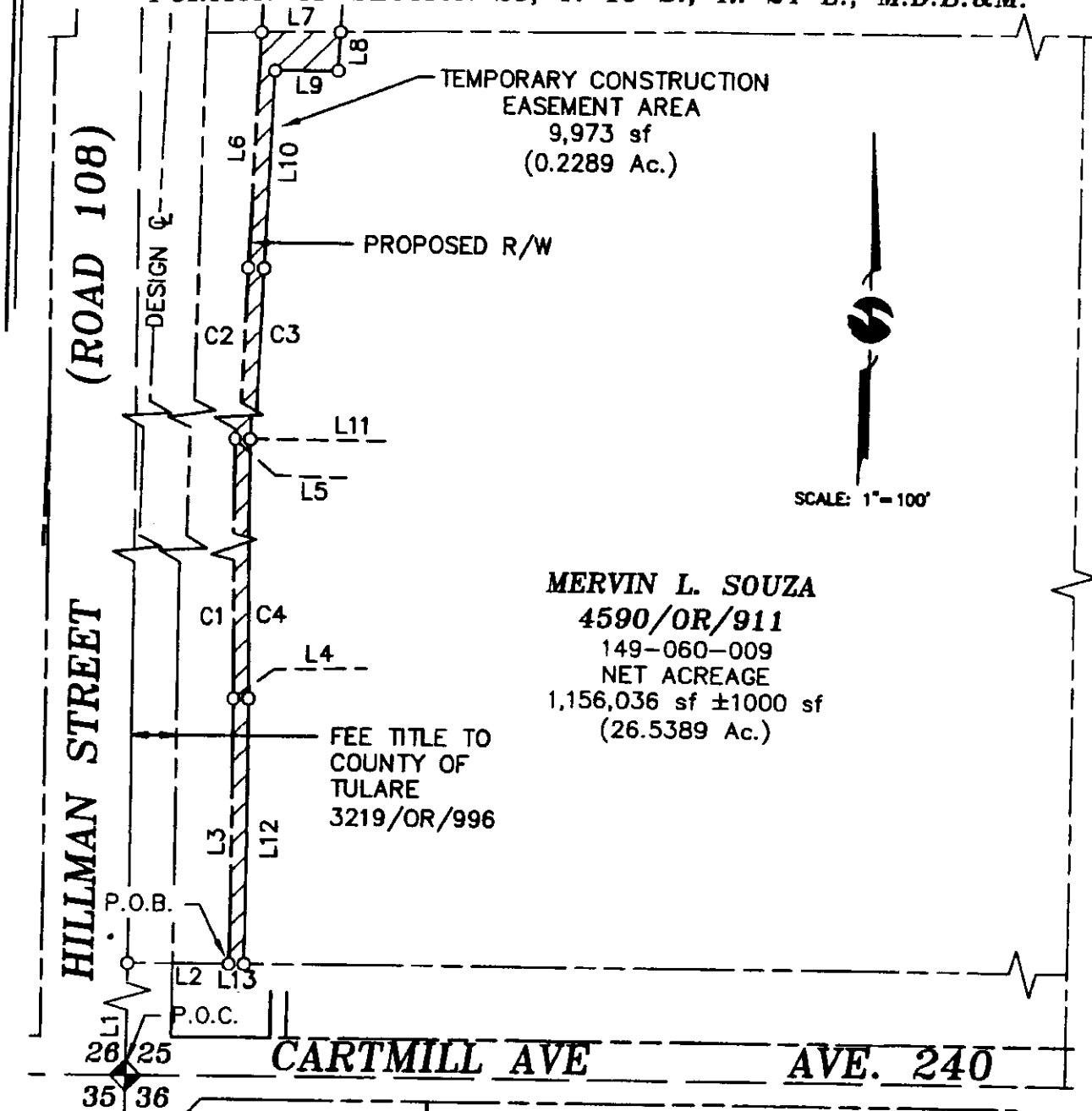


EXHIBIT 'B'

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

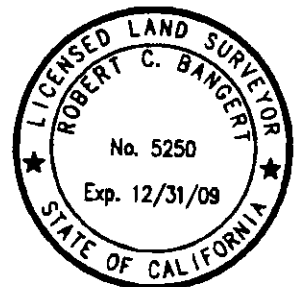


MERVIN L. SOUZA
4590/OR/911
149-060-009
NET ACREAGE
1,156,036 sf \pm 1000 sf
(26.5389 Ac.)

LEGEND

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

Robert C. Bangert 2-23-09
ROBERT C. BANGERT LS 5250 DATE
LICENSE EXPIRATION DATE: DECEMBER 31, 2009



HILLMAN STREET PS&E
TEMPORARY CONSTRUCTION EASEMENT

SHT. 1 OF 2

EXHIBIT 'B'

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

LINE TABLE

LINE	BEARING	LENGTH
L1	N 00°14'06" W	417.75'
L2	N 89°48'43" E	66.00'
L3	N 00°14'06" W	171.12'
L4	S 88°48'25" W (R)	
L5	N 88°45'37" W (R)	
L6	N 02°08'09" E	149.56'
L7	N 89°45'14" E	50.04'
L8	S 02°08'09" W	25.02'
L9	S 89°45'14" W	40.03'
L10	S 02°08'09" W	124.96'
L11	N 89°43'10" W (R)	
L12	S 00°14'06" E	171.21'
L13	S 89°48'43" W	10.00'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C1	1°28'26"	13934.00'	358.44'
C2	0°53'46"	13940.00'	218.04'
C3	0°53'45"	13930.00'	217.80'
C4	1°28'26"	13924.00'	358.18'

HILLMAN STREET PS&E

TEMPORARY CONSTRUCTION EASEMENT

SHT. 2 OF 2

EXHIBIT "A"

That portion of the real property described in the Court Judgment Case No. 02-0040325, affirming Mervin Souza as executor, recorded on June 13, 2003, as Document No. 2003-0054836, Tulare County Official Records, lying in the North half of the Southeast 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 Northeast corner of said Southeast quarter of Section 26; thence along the East line of said North half of the Southeast quarter of Section 26, South $00^{\circ}14'06''$ East 657.29 feet, to the Northeast corner of the real property described in the Grant Deed to the County of Tulare, recorded April 9, 1975 in Volume 3234 at Page 936, Tulare County Official Records; thence along the North line of said real property to the County of Tulare, South $89^{\circ}46'25''$ West 25.00 feet to the Northwest corner of said real property to the County of Tulare, said Northwest corner being the beginning of a non-tangent curve, concave to the West, having a radius of 11,940 feet, to which point a radial line bears North $89^{\circ}45'54''$ East; thence 98.20 feet Northerly along said curve, though a central angle of $00^{\circ}28'16''$; thence North $00^{\circ}42'22''$ West 559.12 feet to a point on the North line of said North half of the Southeast quarter of Section 26; thence along said North line, North $89^{\circ}47'06''$ East 30.00 feet to the **POINT OF BEGINNING**.

Said description contains 17,957 square feet (0.4122 acres) more or less.
[Fee Acquisition: 1,524 square feet (0.0350 acres) more or less]
[Underlying Fee Area: 16,433 square feet (0.3772 acres) more or less]

Robert C. Bangert 2-24-09
Robert C. Bangert LS 5250 Date
License Expiration Date: December 31, 2009

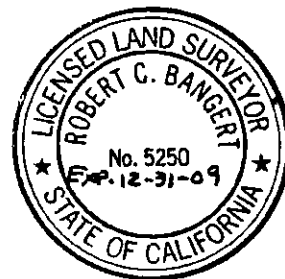
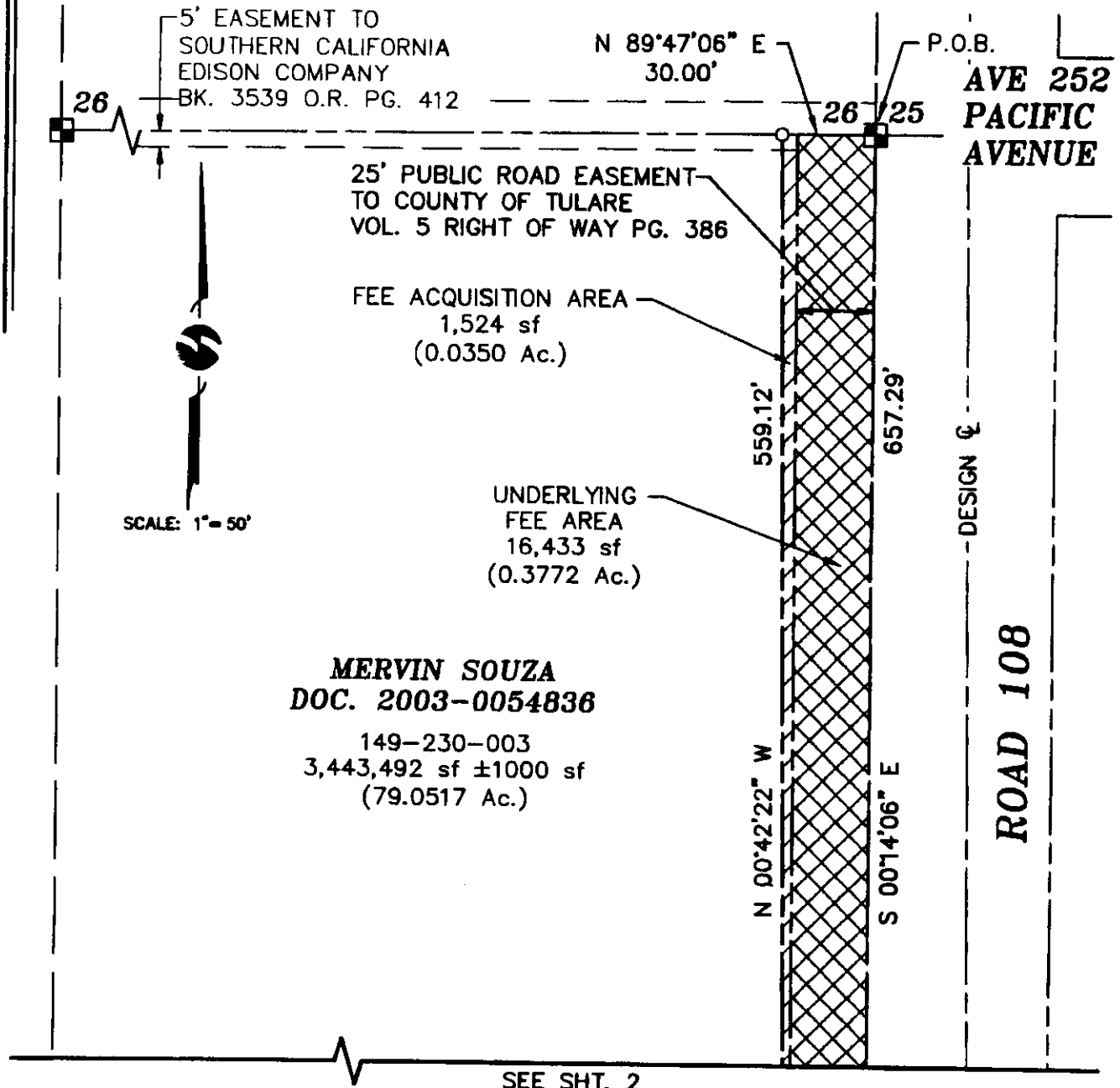


EXHIBIT 'B'

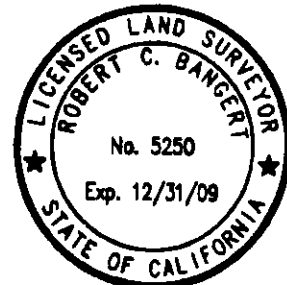
PORTION OF SECTION 26 T. 19 S., R. 24 E. M.D.B.&M.



LEGEND

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

Robert C. Bangert 2-24-09
ROBERT C. BANGERT LS 5250 DATE
LICENSE EXPIRATION DATE: DECEMBER 31, 2009



HILLMAN STREET P&S&E
FEE ACQUISITION

SHT. 1 OF 2

EXHIBIT 'B'

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

SEE SHT. 1

MERVIN SOUZA
DOC. 2003-0054836

149-230-003
3,443,492 sf ± 1000 sf
(79.0517 Ac.)

$\Delta = 0^{\circ}28'16''$
 $R = 11940.00'$
 $L = 98.20'$

SCALE: 1" = 50'

FEE TITLE TO COUNTY
OF TULARE
VOL. 3234 O.R. PG.936

N $89^{\circ}45'54''$ E (R)

S $89^{\circ}46'25''$ W
25.00'

DESIGN C
ROAD 108

HILLMAN STREET PS&E
FEE ACQUISITION

SHT. 2 OF 2

EXHIBIT "A"

That portion of the real property described in the Court Judgment Case No. 02-0040325, affirming Mervin Souza as executor, recorded on June 13, 2003, as Document No. 2003-0054836, Tulare County Official Records, being the North half of the Southeast 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 Northeast corner of said North half of the Southeast quarter of Section 26; thence South $89^{\circ}47'06''$ West 30.00 feet along the North line of said North half of the Southeast quarter of Section 26 to the **POINT OF BEGINNING**; thence leaving said North line, South $00^{\circ}42'22''$ East 559.12 feet to the beginning of curve to the right, having a radius of 11,940.00 feet; thence 98.20 feet along said curve through a central angle of $00^{\circ}28'16''$; thence South $01^{\circ}14'48''$ West 657.51 feet to a point on the South line of said North half of the Southeast quarter of Section 26; thence along said South line, South $89^{\circ}45'44''$ West 36.00 feet; thence leaving said South line, North $01^{\circ}14'06''$ West 25.00 feet; thence North $89^{\circ}45'44''$ East 26.64 feet; thence North $00^{\circ}14'48''$ East 632.64 feet to the beginning of a non-curve, concave to the West, having a radius of 11,930.00 feet, to which point a radial line bears North $89^{\circ}45'52''$ East; thence 97.99 feet Northerly along said curve, through a central angle of $00^{\circ}28'14''$; thence North $00^{\circ}42'22''$ West 559.20 feet to a point on the North line of said North half of the Southeast quarter of Section 26; thence along said North line, North $89^{\circ}47'06''$ East 10.00 feet to the **POINT OF BEGINNING**.

Said description contains 13,806 square feet (0.3169 acres) more or less.

Robert C. Bangert 2-24-09
Robert C. Bangert LS 5250 Date
License Expiration Date: December 31, 2009

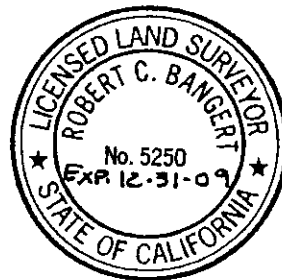
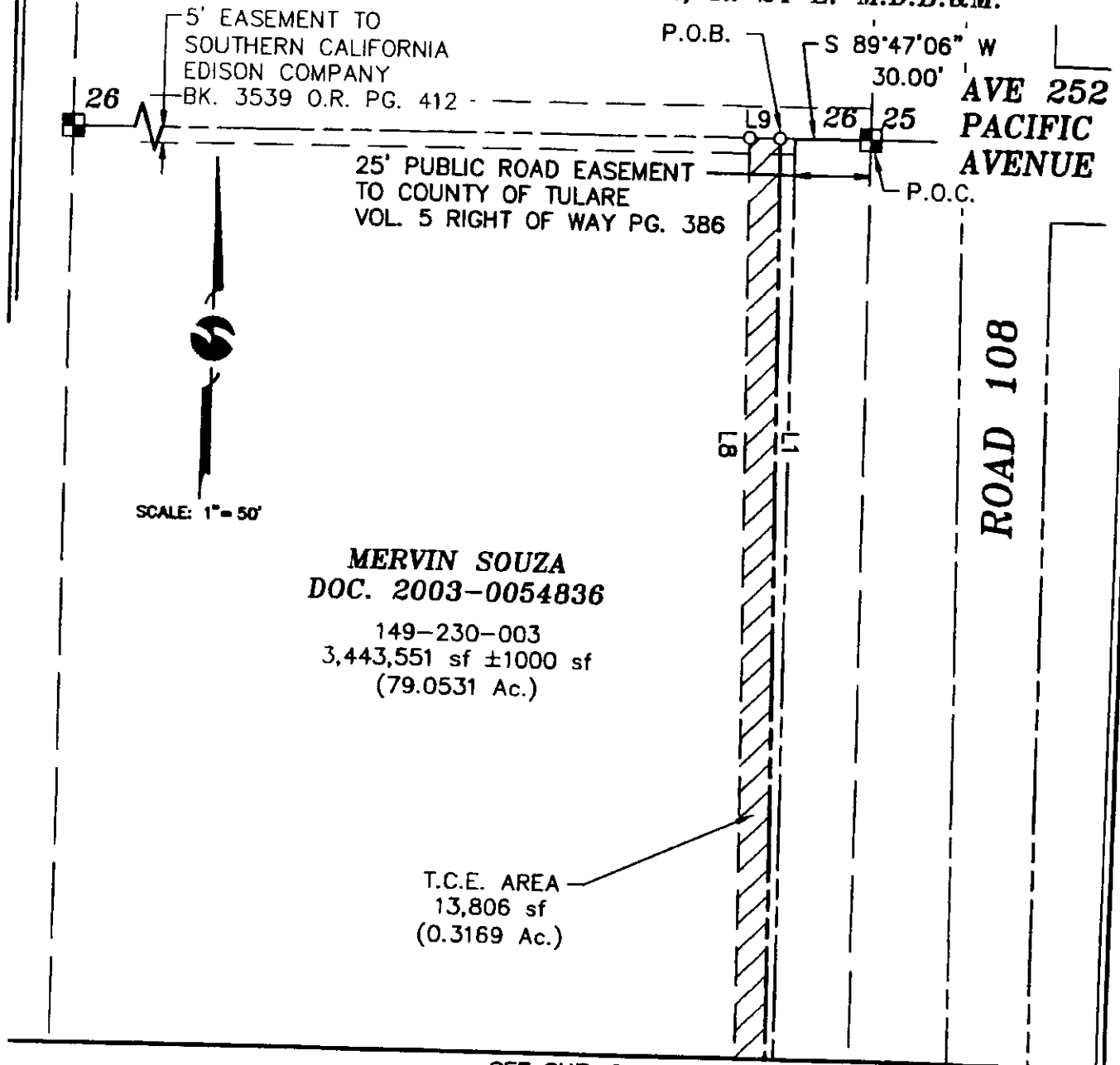


EXHIBIT 'B'

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



MERVIN SOUZA
DOC. 2003-0054836

149-230-003
3,443,551 sf ± 1000 sf
(79.0531 Ac.)

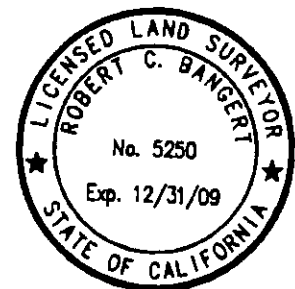
T.C.E. AREA
13,806 sf
(0.3169 Ac.)

SEE SHT. 2

LEGEND

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

Robert C. Bangert 2-24-09
ROBERT C. BANGERT LS 5250 DATE
LICENSE EXPIRATION DATE: DECEMBER 31, 2009



HILLMAN STREET PS&E

TEMPORARY CONSTRUCTION EASEMENT

SHT. 1 OF 3

EXHIBIT 'B'
PORTION OF SECTION 26 T. 19 S., R. 24 E. M.D.B.&M.

SEE SHT. 1

MERVIN SOUZA
DOC. 2003-0054836

149-230-003
3,443,551 sf \pm 1000 sf
(79.0531 Ac.)

SCALE: 1" = 50'

FEE TITLE TO COUNTY
OF TULARE
VOL. 3234 O.R. PG.936

ROAD 108

DESIGN C

T.C.E. AREA
13,806 sf
(0.3169 Ac.)

**HILLMAN STREET PS&E
FEE ACQUISITION**

SHT. 2 OF 3

EXHIBIT 'B'
PORTION OF SECTION 26 T. 19 S., R. 24 E. M.D.B.&M.

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 00°42'22" E	559.12'
L2	S 01°14'48" W	657.51'
L3	S 89°45'44" W	36.00'
L4	N 00°14'06" W	25.00'
L5	N 89°45'44" E	26.64'
L6	N 01°14'48" E	632.64'
L7	N 89°45'52" E (R)	
L8	N 00°42'22" W	559.20'
L9	N 89°47'06" E	10.00'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	0°28'16"	11940.00'	98.20'
C2	0°28'14"	11930.00'	97.99'

HILLMAN STREET PS&E
TEMPORARY CONSTRUCTION EASEMENT

SHT. 3 OF 3

