

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

File: 08-42109785-AR
Owner: Del Lago Development
Company, A California
Limited Partnership,
Which Acquired Title As
Lagomarsino
Development Company,
A California Limited
Partnership
APN: 149-190-061 and 149-
240-024
Project: Road 108 Widening
Fed ID#: RPSTRL-5946(0026)

AGREEMENT FOR PURCHASE OF REAL PROPERTY (Fee, TCE, PUE)

THIS AGREEMENT is made and entered into by and between the **COUNTY OF TULARE**, hereinafter referred to as "COUNTY", and Del Lago Development Company, A California Limited Partnership, Which Acquired Title As Lagomarsino Development Company, A California Limited Partnership, 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 Seventy One Thousand Five Hundred Dollars (\$171,500), the "Purchase Price", for the PROPERTY, which the parties agree includes and is allocated as follows:

The sum of \$141,537.00, for fee title and underlying fee;
The sum of \$18,020.00, for a Temporary Construction Easement; and
The sum of \$11,943.00, for a Public Utility Easement.

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 Chicago Title Company, hereinafter "Escrow Agent", under Escrow Number 08-42109785-AR, hereinafter "Escrow", located at 1750 W. Walnut Avenue, Visalia, Ca 93277.

3. DELIVERY OF DOCUMENTS/ESCROW

The Grant Deed, Temporary Construction Easement, Public Utility 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 and Public Utility Easement are 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 \$6,007.00 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, Permanent Easement 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:

Fred Lagomarsino
Del Lago Development Company, LP
Lagomarsino Development Company, LP
222 North Garden Street, Suite 400
Visalia, CA 93291

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.

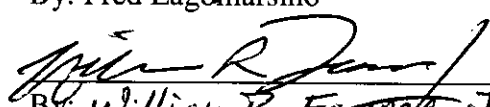
This AGREEMENT shall bind the respective heirs, personal representatives, successors, and assigns of the parties hereto.

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

OWNER

**Del Lago Development Company, A
California Limited Partnership, Which
Acquired Title As Lagomarsino Development
Company, A California Limited Partnership**


By: Fred Lagomarsino


By: William R. Faneau, Jr.

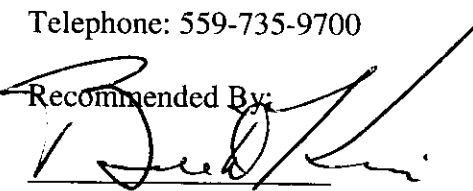
By: _____

By: _____

Date: 12/21/2009

Mailing Address:
222 North Garden Street, Suite 400
Visalia, CA 93291

Telephone: 559-735-9700


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 Individual Grant Deeds to Lagomarsino Development company, a California Limited Partnership, recorded on May 12, 1989, in Volume 4836, at Pages 26, 28, 30, 32, 34, and 36, Tulare County Official Records, lying within the Northwest quarter of the Northwest quarter Section 36, Township 19 South, Range 24 East, M.D.B. & M., in the City of Tulare, County of Tulare, State of California, described as follows:

COMMENCING at the Northwest corner of said Section 36, thence along the North line of said Northwest quarter of the Northwest quarter of Section 36, North 89°48'43" East 49.00 feet to the **POINT OF BEGINNING**; thence continuing along said North line, North 89°48'43" East 144.22 feet; thence leaving said North line, South 01°09'26" West 25.84 feet to the beginning of a non-tangent curve concave to the South, having a radius of 3,527.00 feet, and a radial bearing of North 01°09'26" East; thence 87.26 feet Westerly along said curve through a central angle of 01°25'03"; thence South 89°44'23" West 12.54 feet; thence South 44°44'44" West 28.00 feet; thence South 00°14'34" East 761.94 feet to a point on the South line of said real property to Lagomarsino; thence along said South line, South 89°45'26" West 44.00 feet to a point on the East line of the real property described in the Grant Deed to the County of Tulare, recorded March 7, 1975, in Volume 3229, at Page 13, Tulare County Official Records; thence along said East line the following three courses: (1) North 00°14'34" West 771.68 feet; (2) North 44°47'04" East 28.28 feet; (3) North 00°14'34" West 15.00 feet to the **POINT OF BEGINNING**.

Said description contains 38,199 square feet (0.8769 acres) more or less.

[Fee Acquisition Area: 36,038 square feet (0.8273 acres) more or less.]

[Underlying Fee Area: 2,161 square feet (0.0496 acres) more or less.]

Robert C. Bangert 2-11-09
Robert C. Bangert LS 5250 Date
License Expiration Date: December 31, 2009

