



**COUNTY ADMINISTRATIVE OFFICE  
GENERAL SERVICES  
PROPERTY MANAGEMENT**

**TULARE COUNTY  
AGENDA ITEM**

**BOARD OF SUPERVISORS**

ALLEN ISHIDA  
District One

PETE VANDER POEL  
District Two

PHILLIP A. COX  
District Three

J. STEVEN WORTHLEY  
District Four

MIKE ENNIS  
District Five

**AGENDA DATE:** June 29, 2010

Public Hearing Required	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Published Notice Required	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Advertised Published Notice	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Meet & Confer Required	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Electronic file(s) has been sent	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Personnel Resolution attached	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Resolution, Ordinance or Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>

CONTACT PERSON: Robert Newby    PHONE: 624-7000

**SUBJECT:** Agreement for Purchase of Real Property/Right of Way and Temporary Construction Easement from William C. Haahes, Jr. and Cynthia Haahes-Navarrete for the Road 108 Widening Project

**REQUEST(S):**

That the Board of Supervisors:

1. Approve Agreement for Purchase of Real Property/Right of Way and Temporary Construction Easement from William C. Haahes, Jr. and Cynthia Haahes-Navarrete for the Road 108 Widening Project in the amount of \$10,000;
2. Authorize the Chairman to sign the Agreement;
3. Authorize County Counsel to sign the Grant Deed and Temporary Construction Easement acceptances upon presentation;
4. Authorize the Resource Management Agency Director or designee to open an escrow, sign all documents to facilitate the escrow for this acquisition; and
5. Direct the Auditor to draw a warrant in the amount of \$11,500 in favor of Stewart Title Company.

**SUMMARY:**

The County of Tulare contracted with Omni Means Engineering to design the Road 108 Widening Project and provide Right of Way (RW) acquisition services between Visalia and Tulare. The Hopper Company and Bender Rosenthal, Inc. are sub-consultants under Omni Means. The Hopper Company has appraised the required

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**DATE:** June 29, 2010

Temporary Construction Easement (TCE) and permanent RW within the project area and Bender Rosenthal, Inc. are supplying RW Agents to negotiate the RW purchases. The Agreement is for a permanent RW acquisition and a TCE acquisition over a portion of Assessor's Parcel Number 149-230-006. This parcel is located at the northwest corner of Road 108 and Avenue 248. The owner of this agreement required the hazardous materials clause to be removed. Tulare County Environmental Quality has checked records and field inspected the property being purchased and reports no adverse conditions.

Escrow and Title costs have been estimated at \$1,500. It is recommended the warrant to Stewart Title Company be drawn in the amount of \$11,500. Any overage at the close of escrow will be refunded and re-deposited.

The purchase price is itemized in the table below.

RW	\$ 9,498
TCE	\$ 502
<b>TOTAL</b>	<b>\$10,000</b>

**FISCAL IMPACT/FINANCING:**

There is no net County cost to the General Fund. Funds for this acquisition is budgeted in Road Fund Budget Account No. 014-225-2300-3070. Under the State Transportation Improvement Program, the State of California will reimburse for the cost of the RW and the TCE.

**LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:**

The County's five-year strategic plan includes the Safety and Security Initiative to provide for the safety and security of the public. This acquisition and the Road 108 Widening Project help fulfill this initiative by improving and maintaining adequate transportation infrastructure.

**ALTERNATIVES:**

The Board could choose not to approve this agreement, but this acquisition is for a previously approved transportation construction project.

**INVOLVEMENT OF OTHER DEPARTMENTS OR AGENCIES:**

County Counsel has reviewed and approved the Agreement as to form.

The California Department of Transportation is providing oversight for the expenditure of funds for this project.

The Tulare County Auditor is being directed to draw the necessary warrants.

**SUBJECT:** Agreement for Purchase of Real Property/Right of Way from William C. Hahey, Jr. and Cynthia Hahey-Navarrete for the Road 108 Widening Project

**DATE:** June 29, 2010

**ADMINISTRATIVE SIGN-OFF:**

  
\_\_\_\_\_  
Hal Cypert, General Services Manager

cc: Auditor/Controller  
County Counsel  
County Administrative Office (2)

Agreement  
Attachment A Legal Description of the RW  
Attachment B Map of the RW  
Attachment A-1 Legal Description of the TCE  
Attachment B-1 Map of the TCE

rn

1. Approved Agreement for Purchase of Real Property/Right of Way and Temporary Construction Easement from William C. Hahesy, Jr. and Cynthia Hahesy-Navarrete for the Road 108 Widening Project in the amount of \$10,000;
2. Authorized the Chairman to sign the Agreement;
3. Authorized County Counsel to sign the Grant Deed and Temporary Construction Easement acceptances upon presentation;
4. Authorized the Resource Management Agency Director or designee to open an escrow, sign all documents to facilitate the escrow for this acquisition; and
5. Directed the Auditor to draw a warrant in the amount of \$11,500 in favor of Stewart Title Company.

### EXHIBIT "A"

That portion of the real property described in the Correctory Grant Deed to William C. Haahsy Sr., Trustee of the William C. Haahsy, Sr. 1999 Revocable Trust, recorded on January 11, 2000, as Document Number 2000-0001901, Tulare County Official Records, lying within 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 Southeast corner of said Section 26, thence along the South line of said Southeast Quarter of Section 26, South 89°44'23" West 55.00 feet to a point on the West line of the real property described in the Grant Deed to the County of Tulare, recorded on April 14, 1971 in Volume 2961, at Page 245 Tulare County Official Records, said point being the **POINT OF BEGINNING**; thence continuing along said South line, South 89°44'23" West 100.22 feet; thence leaving said South line, North 00°15'37" West 35.00 feet; thence North 89°44'23" East 57.25 feet; thence North 00°14'06" West 64.00 feet; thence North 44°45'08" East 35.35 feet; thence North 00°14'06" West 182.57 feet; thence North 03°34'45" East 105.23 feet; thence North 00°14'06" West 177.29 feet to the beginning of a non-tangent curve, concave to the East, having a radius of 14,066.00 feet, to which a radial line bears North 89°16'59" West; thence 361.68 feet Northerly along said curve, through a central angle of 01°28'24" to the beginning of a non-tangent curve, concave to the East, having a radius of 14,060.00 feet, to which a radial line bears North 88°45'37" West; thence 13.12 feet Northerly along said curve, through a central angle of 00°03'12" to a point on the West line of the real property described in the Grant Deed to the County of Tulare, recorded on April 14, 1971 in Volume 2961, at Page 245 Tulare County Official Records; thence along said West line, South 00°14'06" East 963.46 feet to the **POINT OF BEGINNING**.

Said description contains 16,113 square feet (0.3700 acres) more or less.

[Fee Acquisition Area: 13,607 square feet (0.3124 acres) more or less]

[Underlying Fee Area: 2,506 square feet (0.0576 acres) more or less]

Robert C. Bangert 10-29-09  
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.

MATCH LINE SEE SHT. 2

WILLIAM C. HAHESEY, SR.  
DOC. 2000-0001901

149-230-006  
1,638,490 sf  $\pm$ 1000 sf  
(37.6146 Ac.)

SCALE: 1"=100'

FEE ACQUISITION AREA  
13,607 sf  
(0.3124 Ac.)

PROPOSED R/W

25' PUBLIC ROAD  
EASEMENT TO  
COUNTY OF TULARE  
5/RW DEEDS/99

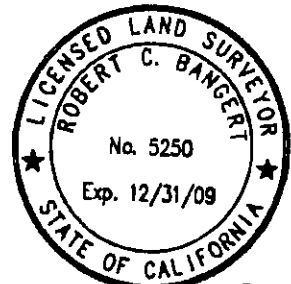
UNDERLYING FEE AREA  
2,506 sf  
(0.0576 Ac.)

HILLMAN STREET

## LEGEND

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

*Robert C. Bangert* 10-29-09  
ROBERT C. BANGERT LS 5250 DATE  
LICENSE EXPIRATION DATE: DECEMBER 31, 2009

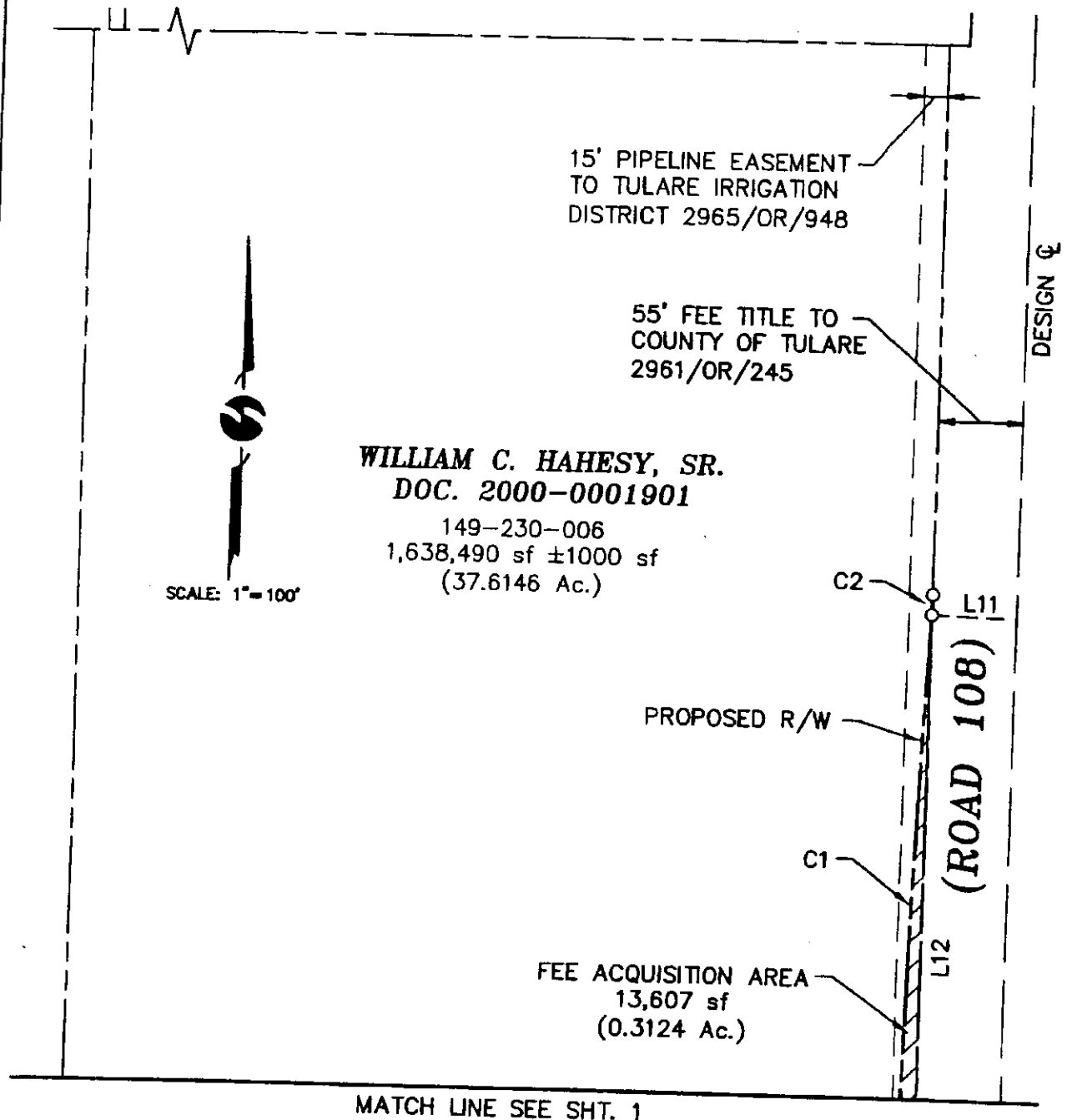


HILLMAN STREET PS&E  
FEE ACQUISITION

SHT. 1 OF 3

# 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

HILLMAN STREET PS&E  
FEE ACQUISITION

SHT. 2 OF 3

## EXHIBIT 'B'

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

### LINE TABLE

LINE	BEARING	LENGTH
L1	S 89°44'23" W	55.00'
L2	S 89°44'23" W	100.22'
L3	N 00°15'37" W	35.00'
L4	N 89°44'23" E	57.25'
L5	N 00°14'06" W	64.00'
L6	N 44°45'08" E	35.35'
L7	N 00°14'06" W	182.57'
L8	N 03°34'45" E	105.23'
L9	N 00°14'06" W	177.29'
L10	N 89°16'59" W (R)	
L11	N 88°45'37" W (R)	
L12	S 00°14'06" E	963.46'

### CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C1	1°28'24"	14066.00'	361.68'
C2	0°03'12"	14060.00'	13.12'




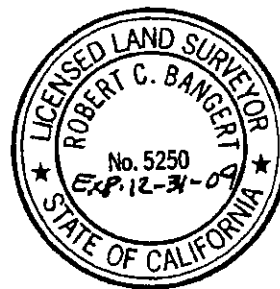
EXHIBIT "A" - |

That portion of the real property described in the Correctory Grant Deed to William C. Haheesy Sr., Trustee of the William C. Haheesy, Sr. 1999 Revocable Trust, recorded on January 11, 2000, as Document Number 2000-0001901, Tulare County Official Records, lying within 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 Southeast corner of said Section 26, thence along the South line of said Southeast Quarter of Section 26, South 89°44'23" West 155.22 feet; thence leaving said South line, North 00°15'37" West 35.00 feet to the **POINT OF BEGINNING**; thence North 00°15'37" West 10.00 feet; thence North 89°44'23" East 47.25 feet; thence North 00°14'06" West 58.15 feet; thence North 44°45'08" East 14.13 feet; thence North 00°14'06" West 194.27 feet; thence North 03°34'45" East 105.23 feet; thence North 00°14'06" West 176.66 feet to the beginning of a non-tangent curve, concave to the East, having a radius of 14,091.00 feet, to which a radial line bears North 89°17'02" West; thence 370.29 feet Northerly along said curve, through a central angle of 01°30'20"; thence North 02°13'18" East 280.70 feet; thence South 89°45'44" West 10.04 feet; thence North 00°14'06" West 75.00 feet to a point on the North line of said real property to Haheesy; thence along said North line, North 89°45'44" East 23.00 feet to a point on the West line of the real property described in the Grant Deed to the County of Tulare, recorded on April 14, 1971 in Volume 2961, at Page 245 Tulare County Official Records; thence along said West line, South 00°14'06" East 351.14 feet to the beginning of a non-tangent curve, concave to the East, having a radius of 14,060.00 feet, to which a radial line bears North 88°42'25" West; thence leaving said West line, 13.12 feet Southerly along said curve, through a central angle of 00°03'12" to the beginning of a non-tangent curve, concave to the East, having a radius of 14,066.00 feet, to which a radial line bears North 87°48'36" West; thence 361.68 feet Southerly along said curve, through a central angle of 01°28'24"; thence South 00°14'06" East 177.29 feet; thence South 03°34'45" West 105.23 feet; thence South 00°14'06" East 182.57 feet; thence South 44°45'08" West 35.35 feet; thence South 00°14'06" East 64.00 feet; thence South 89°44'23" West 57.25 feet to the **POINT OF BEGINNING**.

Said description contains 29,452 square feet (0.6761 acres) more or less.

 10-29-09  
Robert C. Bangert LS 5250 Date  
License Expiration Date: 12-31-09



# EXHIBIT 'B'-1

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

MATCH LINE SEE SHT. 2

WILLIAM C. HAHESEY, SR.  
DOC. 2000-0001901

149-230-006  
1,638,490 sf  $\pm$ 1000 sf  
(37.6146 Ac.)

SCALE: 1" = 100'

TCE AREA  
29,452 sf  
(0.6761 Ac.)

PROPOSED R/W

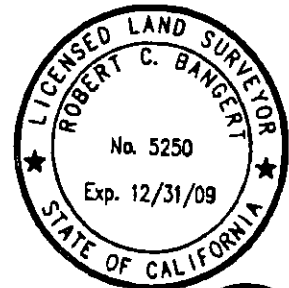
25' PUBLIC ROAD  
EASEMENT TO  
COUNTY OF TULARE  
5/RW DEEDS/99

HILLMAN STREET

## LEGEND

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

*Robert C. Bangert* 10-29-09  
ROBERT C. BANGERT LS 5250 DATE  
LICENSE EXPIRATION DATE: DECEMBER 31, 2009

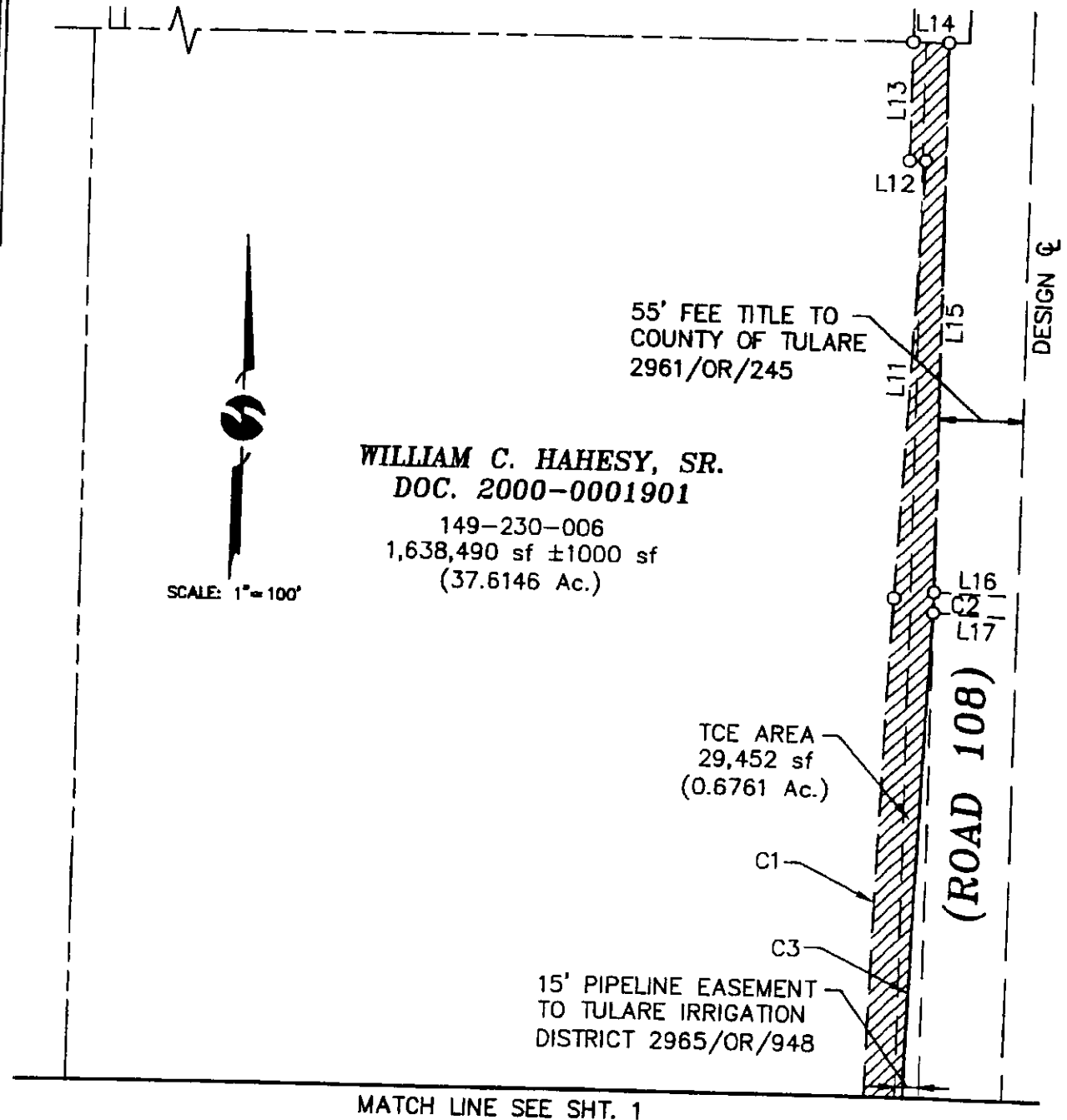


HILLMAN STREET PS&E  
TEMPORARY CONSTRUCTION EASEMENT

SHT. 1 OF 3

# EXHIBIT 'B' - |

PORTION OF SECTION 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

HILLMAN STREET P8&E

TEMPORARY CONSTRUCTION EASEMENT

SHT. 2 OF 3

**EXHIBIT 'B' - |**  
**PORTION OF SECTION 25, T. 19 S., R. 24 E., M.D.B.&M.**

<b>LINE TABLE</b>		
LINE	BEARING	LENGTH
L1	S 89°44'23" W	155.22'
L2	N 00°15'37" W	35.00'
L3	N 00°15'37" W	10.00'
L4	N 89°44'23" E	47.25'
L5	N 00°14'06" W	58.15'
L6	N 44°45'08" E	14.13'
L7	N 00°14'06" W	194.27'
L8	N 03°34'45" E	105.23'
L9	N 00°14'06" W	176.66'
L10	N 89°17'02" W (R)	
L11	N 02°13'18" E	280.70'
L12	S 89°45'44" W	10.04'
L13	N 00°14'06" W	75.00'
L14	N 89°45'44" E	23.00'
L15	S 00°14'06" E	351.14'
L16	N 88°42'25" W (R)	
L17	N 87°48'36" W (R)	
L18	S 00°14'06" E	177.29'
L19	S 03°34'45" W	105.23'
L20	S 00°14'06" E	182.57'
L21	S 44°45'08" W	35.35'
L22	S 00°14'06" E	64.00'
L23	S 89°44'23" W	57.25'

<b>CURVE TABLE</b>			
CURVE	DELTA	RADIUS	LENGTH
C1	1°30'20"	14091.00'	370.29'
C2	0°03'12"	14060.00'	13.12'
C3	1°28'24"	14066.00'	361.68'



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

File: 70549-1362  
Owner: William C. Hahesy, Jr.  
and Cynthia Hahesy-  
*Navarette* Navarette, Co-Trustees  
of the William C. Hahesy  
Sr. 1999 Revocable  
Trust or assigns  
APN: 149-230-006  
Project: Road 108 Widening  
Fed ID#: RPSTRL-5946(0026)

## AGREEMENT FOR PURCHASE OF REAL PROPERTY (Fee, TCE, Permanent Easement)

THIS AGREEMENT is made and entered into by and between the COUNTY OF TULARE, hereinafter referred to as "COUNTY", and William C. Hahesy, Jr. and Cynthia Hahesy-Navarette, Co-Trustees of the William C. Hahesy Sr. 1999 Revocable Trust or assigns, 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 Ten Thousand Dollars (\$10,000), the "Purchase Price", for the PROPERTY, which the parties agree includes and is allocated as follows:

The sum of \$9,498.00, for fee title;

The sum of \$502.00, for a Temporary Construction Easement; and

The sum of \$0, for a Permanent Pipeline 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 Stewart Title of California, Inc., Judy Loflin, hereinafter under Escrow Number 70549-1362, hereinafter "Escrow", located at 296 West Henderson, Porterville, Ca 93257.

**3. DELIVERY OF DOCUMENTS/ESCROW**

The Grant Deed, Temporary Construction Easement, Tulare Irrigation District 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 Tulare Irrigation District 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 and hold the COUNTY harmless 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 \$167.00 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 R&M Farms, Inc.

**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:**

William C. Hahesy, Jr., Co-Trustee  
Cynthia Hahesy-Navarete, Co-Trustee  
225 West Shaw Avenue, Suite 105  
Fresno, CA 93704

**13.**

**OBLIGATIONS**

**A. COUNTY:**

1. The project contractor will be responsible for perpetuating any farm roads that provide access to and around the property.
2. The County will provide a new legal description for the remainder portion parcel by close of escrow.

**B. PROPERTY OWNER:**

1. None

**14. EXISTING WELL, PUMP AND IRRIGATION PIPELINE**

Notwithstanding anything herein to the contrary, the COUNTY agrees that the PROPERTY that is the subject of this purchase shall not include in any way the existing well, pump and irrigation pipeline located on the remainder portion of approximate 38 acres owned by the William C. Hahesy, Sr. 1999 Revocable Trust. County further agrees that it shall not do anything that interferes with or affects in any way the use or operation of said well, pump or pipeline, including use to irrigate the approximate 38 acres.

**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.

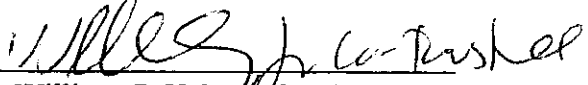
No addition or modification of any term or provision shall be effective unless set forth in writing and signed by both OWNER and COUNTY.

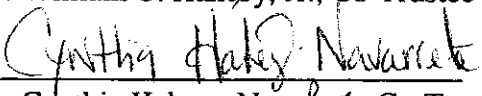
This AGREEMENT shall bind the respective heirs, personal representatives, successors, and assigns of the parties hereto.

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

**OWNER**

**William C. Hahey, Jr. and Cynthia  
Hahey-Navarette, Co-Trustees of the  
William C. Hahey Sr. 1999 Revocable Trust**

  
By: William C. Hahey, Jr., Co-Trustee

  
By: Cynthia Hahey-Navarette, Co-Trustee

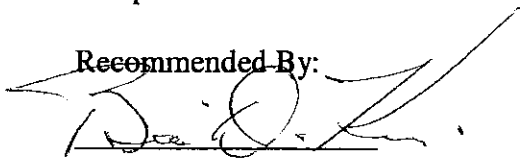
By: \_\_\_\_\_

By: \_\_\_\_\_

Date: May 18, 2010

Mailing Address:  
225 West Shaw Avenue, Suite 105  
Fresno, CA 93704

Telephone: 559-579-1230

Recommended By: 

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

**COUNTY OF TULARE**


By: Chairman, Board of Supervisors

Date: May 18, 2010

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 Correctory Grant Deed to William C. Hahesy Sr., Trustee of the William C. Hahesy, Sr. 1999 Revocable Trust, recorded on January 11, 2000, as Document Number 2000-0001901, Tulare County Official Records, lying within 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:

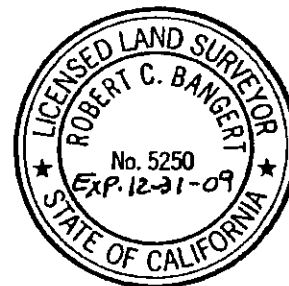
**COMMENCING** at the Southeast corner of said Section 26, thence along the South line of said Southeast Quarter of Section 26, South  $89^{\circ}44'23''$  West 55.00 feet to a point on the West line of the real property described in the Grant Deed to the County of Tulare, recorded on April 14, 1971 in Volume 2961, at Page 245 Tulare County Official Records, said point being the **POINT OF BEGINNING**; thence continuing along said South line, South  $89^{\circ}44'23''$  West 100.22 feet; thence leaving said South line, North  $00^{\circ}15'37''$  West 35.00 feet; thence North  $89^{\circ}44'23''$  East 57.25 feet; thence North  $00^{\circ}14'06''$  West 64.00 feet; thence North  $44^{\circ}45'08''$  East 35.35 feet; thence North  $00^{\circ}14'06''$  West 182.57 feet; thence North  $03^{\circ}34'45''$  East 105.23 feet; thence North  $00^{\circ}14'06''$  West 177.29 feet to the beginning of a non-tangent curve, concave to the East, having a radius of 14,066.00 feet, to which a radial line bears North  $89^{\circ}16'59''$  West; thence 361.68 feet Northerly along said curve, through a central angle of  $01^{\circ}28'24''$  to the beginning of a non-tangent curve, concave to the East, having a radius of 14,060.00 feet, to which a radial line bears North  $88^{\circ}45'37''$  West; thence 13.12 feet Northerly along said curve, through a central angle of  $00^{\circ}03'12''$  to a point on the West line of the real property described in the Grant Deed to the County of Tulare, recorded on April 14, 1971 in Volume 2961, at Page 245 Tulare County Official Records; thence along said West line, South  $00^{\circ}14'06''$  East 963.46 feet to the **POINT OF BEGINNING**.

Said description contains 16,113 square feet (0.3700 acres) more or less.

[Fee Acquisition Area: 13,607 square feet (0.3124 acres) more or less]

[Underlying Fee Area: 2,506 square feet (0.0576 acres) more or less]

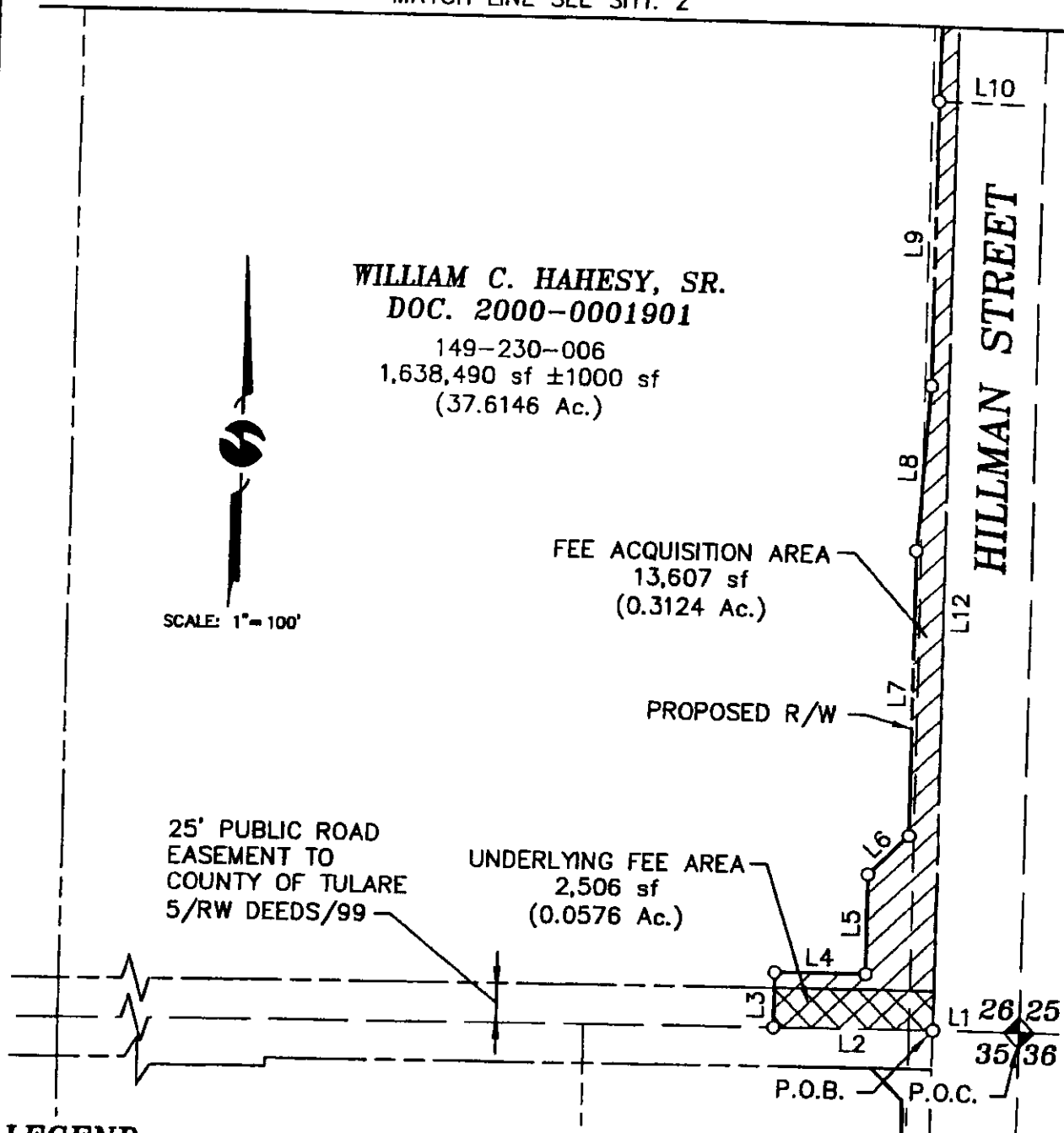
Robert C. Bangert 10-29-09  
Robert C. Bangert LS 5250 Date  
License Expiration Date: 12-31-09



# EXHIBIT 'B'

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

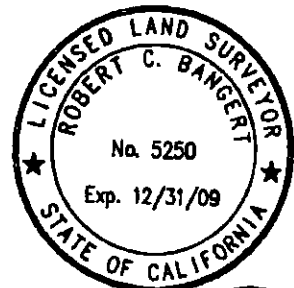
MATCH LINE SEE SHT. 2



## LEGEND

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

*Robert C. Bangert* 10-29-09  
ROBERT C. BANGERT LS 5250 DATE  
LICENSE EXPIRATION DATE: DECEMBER 31, 2009

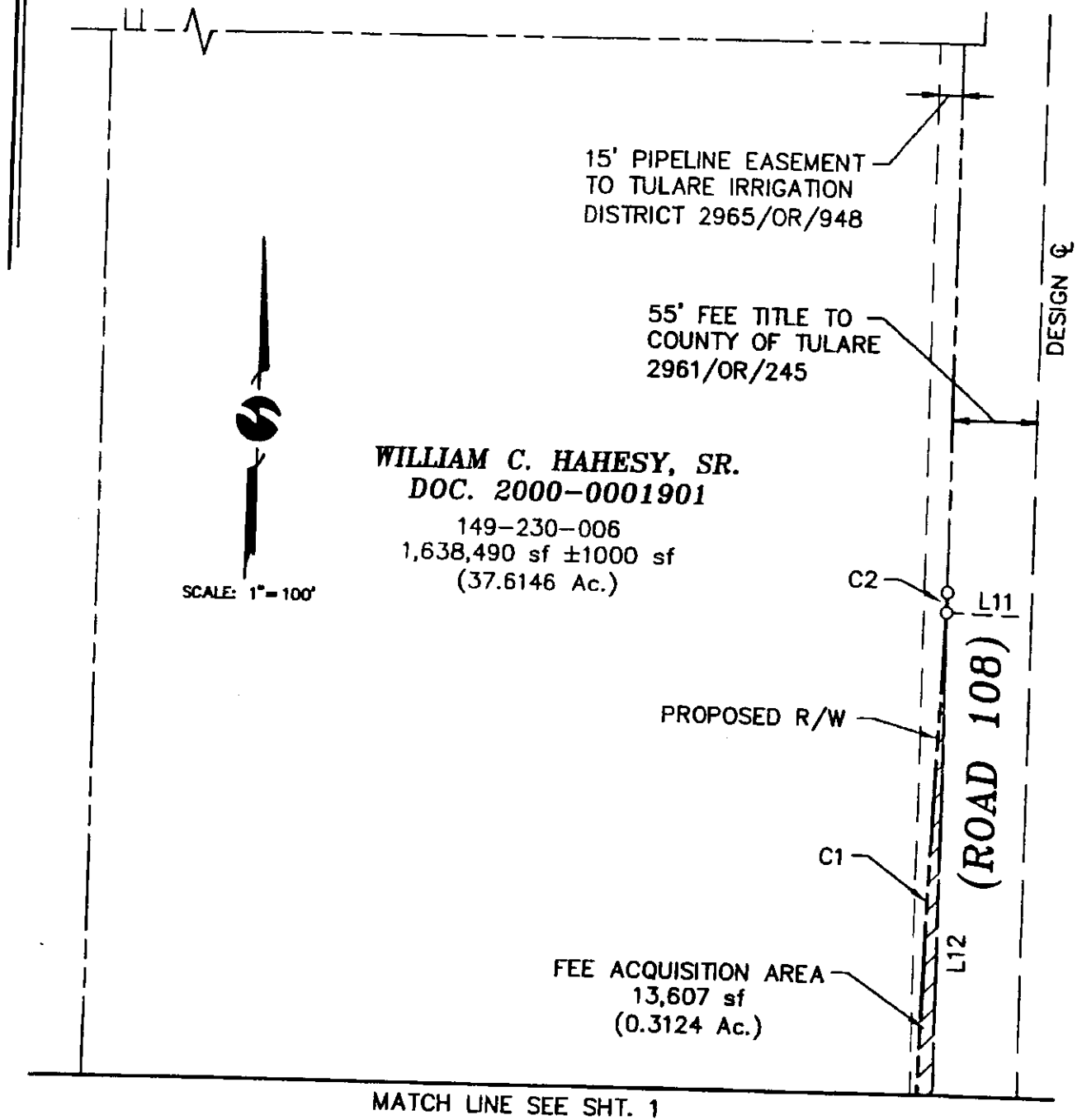


HILLMAN STREET PS&E  
FEE ACQUISITION

SHT. 1 OF 3

# 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

HILLMAN STREET PS&E  
FEE ACQUISITION

SHT. 2 OF 3

## EXHIBIT 'B'

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

### LINE TABLE

LINE	BEARING	LENGTH
L1	S 89°44'23" W	55.00'
L2	S 89°44'23" W	100.22'
L3	N 00°15'37" W	35.00'
L4	N 89°44'23" E	57.25'
L5	N 00°14'06" W	64.00'
L6	N 44°45'08" E	35.35'
L7	N 00°14'06" W	182.57'
L8	N 03°34'45" E	105.23'
L9	N 00°14'06" W	177.29'
L10	N 89°16'59" W (R)	
L11	N 88°45'37" W (R)	
L12	S 00°14'06" E	963.46'

### CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C1	1°28'24"	14066.00'	361.68'
C2	0°03'12"	14060.00'	13.12'

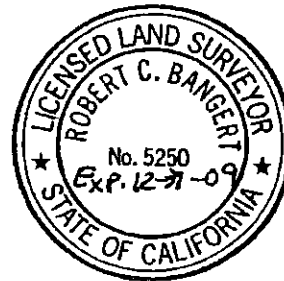
**EXHIBIT "A"**

That portion of the real property described in the Correctory Grant Deed to William C. Haheesy Sr., Trustee of the William C. Haheesy, Sr. 1999 Revocable Trust, recorded on January 11, 2000, as Document Number 2000-0001901, Tulare County Official Records, lying within 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 Southeast corner of said Section 26, thence along the South line of said Southeast Quarter of Section 26, South 89°44'23" West 155.22 feet; thence leaving said South line, North 00°15'37" West 35.00 feet; thence North 89°44'23" East 57.25 feet; thence North 00°14'06" West 64.00 feet; thence North 44°45'08" East 14.13 feet to the **POINT OF BEGINNING**; thence North 00°14'06" West 198.07 feet; thence North 03°34'45" East 105.23 feet; thence North 00°14'06" West 176.91 feet to the beginning of a non-tangent curve, concave to the East, having a radius of 14,081.00 feet, to which a radial line bears North 89°17'01" West; thence 369.94 feet Northerly along said curve, through a central angle of 01°30'19" to a point on the West line of the 15' Pipeline Easement to Tulare Irrigation District, recorded on May 13, 1971 in Volume 2965 at Page 948, Tulare County Official Records; thence along said West line, South 00°14'06" East 607.18 feet; thence leaving said West line, South 03°34'45" West 45.10 feet; thence South 00°14'06" East 182.57 feet; thence South 44°45'08" West 21.22 feet to the **POINT OF BEGINNING**.

Said description contains 8,594 square feet (0.1973 acres) more or less.

Robert C. Bangert 10-29-09  
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.

MATCH LINE SEE SHT. 2

WILLIAM C. HAHESEY, SR.  
DOC. 2000-0001901

149-230-006  
1,638,490 sf  $\pm$  1000 sf  
(37.6146 Ac.)

SCALE: 1" = 100'

EASEMENT AREA  
8,594 sf  
(0.1973 Ac.)

PROPOSED R/W

P.O.B.

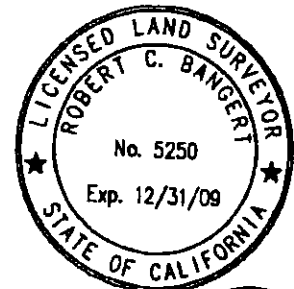
25' PUBLIC ROAD  
EASEMENT TO  
COUNTY OF TULARE  
5/RW DEEDS/99

HILLMAN STREET

## LEGEND

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

*Robert C. Bangert* 10-29-09  
ROBERT C. BANGERT LS 5250 DATE  
LICENSE EXPIRATION DATE: DECEMBER 31, 2009



HILLMAN STREET PS&E

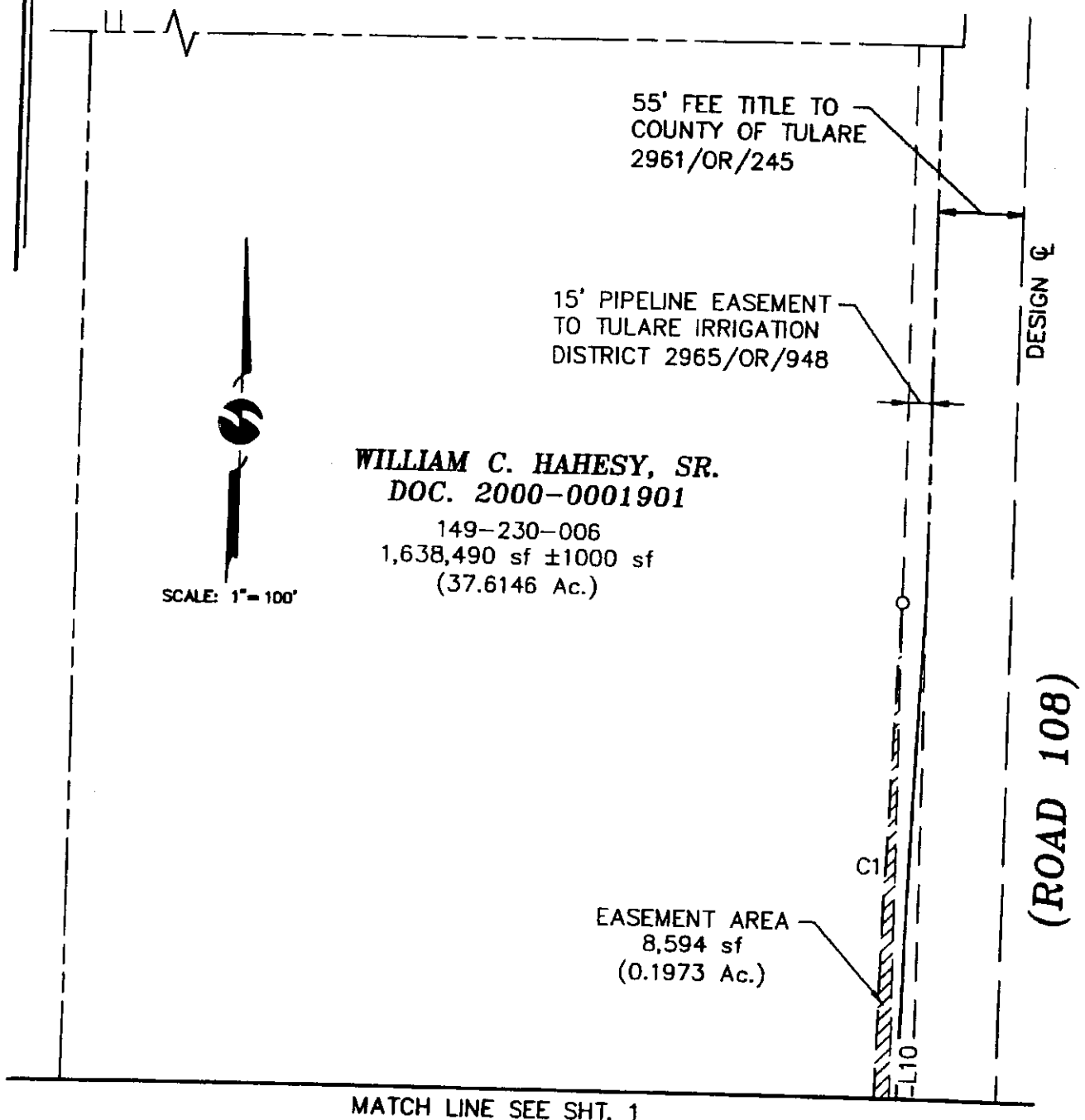
TULARE IRRIGATION DISTRICT EASEMENT

SHT. 1 OF 3



# 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

HILLMAN STREET PS&E  
TULARE IRRIGATION DISTRICT EASEMENT

SHT. 2 OF 3

**EXHIBIT 'B'**  
**PORTION OF SECTION 25, T. 19 S., R. 24 E., M.D.B.&M.**

<b>LINE TABLE</b>		
LINE	BEARING	LENGTH
L1	S 89°44'23" W	155.22'
L2	N 00°15'37" W	35.00'
L3	N 89°44'23" E	57.25'
L4	N 00°14'06" W	64.00'
L5	N 44°45'08" E	14.13'
L6	N 00°14'06" W	198.07'
L7	N 03°34'45" E	105.23'
L8	N 00°14'06" W	176.91'
L9	N 89°17'01" W (R)	
L10	S 00°14'06" E	607.18'
L11	S 03°34'45" W	45.10'
L12	S 00°14'06" E	182.57'
L13	S 44°45'08" W	21.22'


<b>CURVE TABLE</b>			
CURVE	DELTA	RADIUS	LENGTH
C1	1°30'19"	14081.00'	369.94'

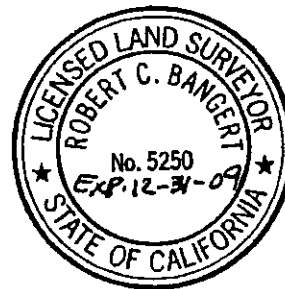
### EXHIBIT "A"

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**COMMENCING** at the Southeast corner of said Section 26, thence along the South line of said Southeast Quarter of Section 26, South 89°44'23" West 155.22 feet; thence leaving said South line, North 00°15'37" West 35.00 feet to the **POINT OF BEGINNING**; thence North 00°15'37" West 10.00 feet; thence North 89°44'23" East 47.25 feet; thence North 00°14'06" West 58.15 feet; thence North 44°45'08" East 14.13 feet; thence North 00°14'06" West 194.27 feet; thence North 03°34'45" East 105.23 feet; thence North 00°14'06" West 176.66 feet to the beginning of a non-tangent curve, concave to the East, having a radius of 14,091.00 feet, to which a radial line bears North 89°17'02" West; thence 370.29 feet Northerly along said curve, through a central angle of 01°30'20"; thence North 02°13'18" East 280.70 feet; thence South 89°45'44" West 10.04 feet; thence North 00°14'06" West 75.00 feet to a point on the North line of said real property to Haheisy; thence along said North line, North 89°45'44" East 23.00 feet to a point on the West line of the real property described in the Grant Deed to the County of Tulare, recorded on April 14, 1971 in Volume 2961, at Page 245 Tulare County Official Records; thence along said West line, South 00°14'06" East 351.14 feet to the beginning of a non-tangent curve, concave to the East, having a radius of 14,060.00 feet, to which a radial line bears North 88°42'25" West; thence leaving said West line, 13.12 feet Southerly along said curve, through a central angle of 00°03'12" to the beginning of a non-tangent curve, concave to the East, having a radius of 14,066.00 feet, to which a radial line bears North 87°48'36" West; thence 361.68 feet Southerly along said curve, through a central angle of 01°28'24"; thence South 00°14'06" East 177.29 feet; thence South 03°34'45" West 105.23 feet; thence South 00°14'06" East 182.57 feet; thence South 44°45'08" West 35.35 feet; thence South 00°14'06" East 64.00 feet; thence South 89°44'23" West 57.25 feet to the **POINT OF BEGINNING**.

Said description contains 29,452 square feet (0.6761 acres) more or less.

 10-29-09  
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.

MATCH LINE SEE SHT. 2

WILLIAM C. HAHESEY, SR.  
DOC. 2000-0001901

149-230-006  
1,638,490 sf  $\pm$ 1000 sf  
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SCALE: 1" = 100'

TCE AREA  
29,452 sf  
(0.6761 Ac.)

PROPOSED R/W

25' PUBLIC ROAD  
EASEMENT TO  
COUNTY OF TULARE  
5/RW DEEDS/99

HILLMAN STREET

## LEGEND

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

*Robert C. Bangert* 10-29-09  
ROBERT C. BANGERT LS 5250 DATE  
LICENSE EXPIRATION DATE: DECEMBER 31, 2009



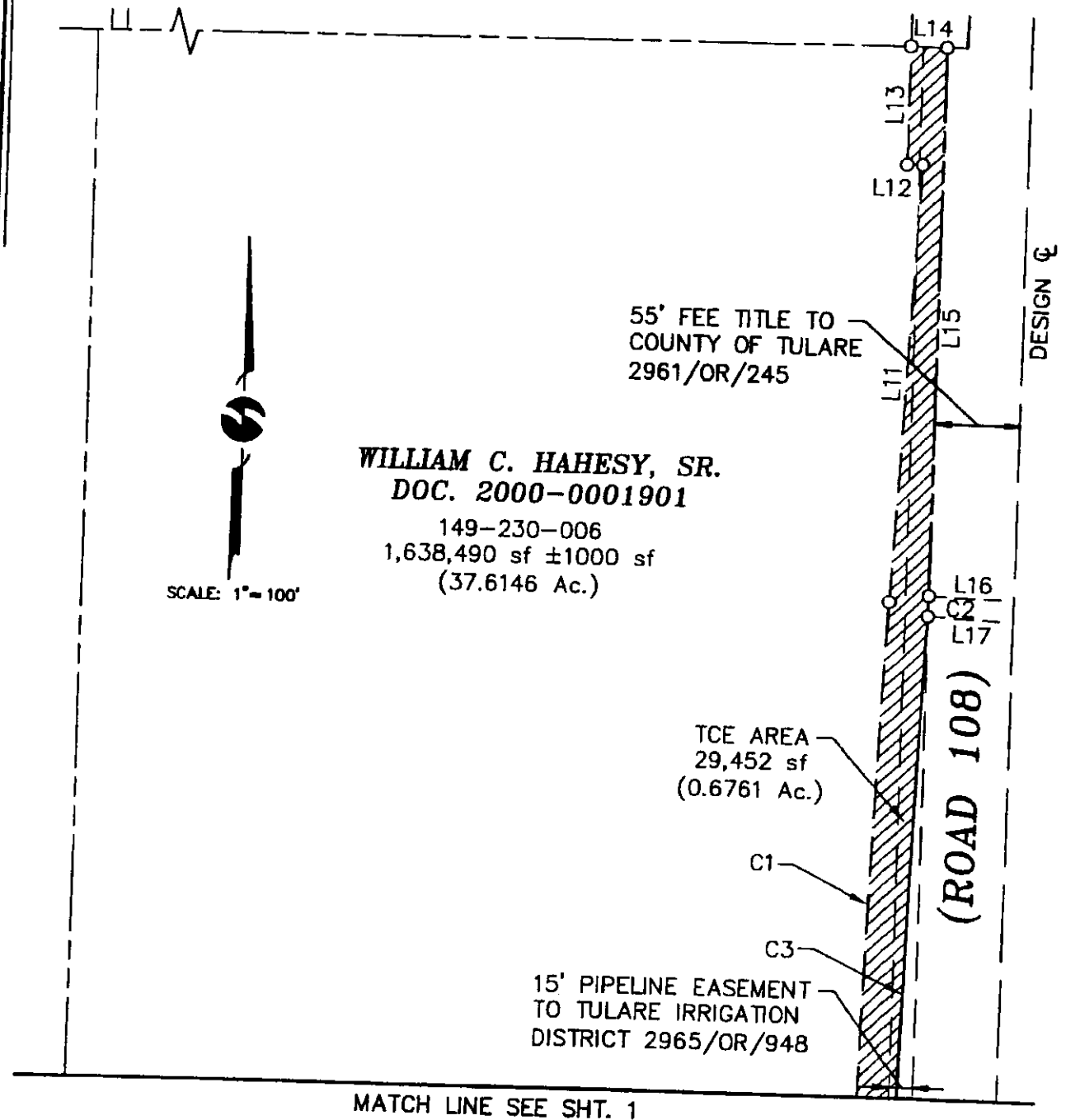
HILLMAN STREET PS&E

TEMPORARY CONSTRUCTION EASEMENT

SHT. 1 OF 3

# EXHIBIT 'B'

PORTION OF SECTION 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

HILLMAN STREET PS&E

TEMPORARY CONSTRUCTION EASEMENT

SHT. 2 OF 3

**EXHIBIT 'B'**  
**PORTION OF SECTION 25, T. 19 S., R. 24 E., M.D.B.&M.**

<b>LINE TABLE</b>		
LINE	BEARING	LENGTH
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L6	N 44°45'08" E	14.13'
L7	N 00°14'06" W	194.27'
L8	N 03°34'45" E	105.23'
L9	N 00°14'06" W	176.66'
L10	N 89°17'02" W (R)	
L11	N 02°13'18" E	280.70'
L12	S 89°45'44" W	10.04'
L13	N 00°14'06" W	75.00'
L14	N 89°45'44" E	23.00'
L15	S 00°14'06" E	351.14'
L16	N 88°42'25" W (R)	
L17	N 87°48'36" W (R)	
L18	S 00°14'06" E	177.29'
L19	S 03°34'45" W	105.23'
L20	S 00°14'06" E	182.57'
L21	S 44°45'08" W	35.35'
L22	S 00°14'06" E	64.00'
L23	S 89°44'23" W	57.25'

<b>CURVE TABLE</b>			
CURVE	DELTA	RADIUS	LENGTH
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**HILLMAN STREET PS&E**

**TEMPORARY CONSTRUCTION EASEMENT**

SHT. 3 OF 3