



**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: July 13, 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: Access License and Road Maintenance Agreement with Mitch Brown and Daniel Weisenberger over County owned property

REQUEST(S):
That the Board of Supervisors:

1. Approve Access License and Road Maintenance Agreement with Mitch Brown and Daniel Weisenberger over County owned property.
2. Authorize the Chairman to sign the Agreement.

SUMMARY:
The County of Tulare acquired a 100 foot wide right of way in 1960 in East Porterville from the Southern Pacific Company previously utilized as Railroad Right of Way (RR RW). The RR RW is from Success Drive southeasterly to Road 284 near State Highway 190. This alignment of the RR RW is designated as a Proposed Alterial on the adopted General Plan for Porterville (GPA No. 87-06).

Mitch Brown and Daniel Weisenberger (Licensees) own property west of Road 284 that has frontage along this 100 foot wide strip of old RR RW. Mitch Brown also owns a rock and gravel business along the east side of Road 284 near this RR RW. The license will allow access to the property owned by the Licensees via this RR RW.

The RR RW has historically been a problem to Tulare County due to its remote location and the need to do weed abatement for fire prevention. There has also

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DATE: July 13, 2010

been problems with some other property owners removing the fence and excavating the old RR RW track bed material (tracks and RR ties were removed prior to county acquisition of property). This license will require the licensees to; reestablish the road bed, repair and maintain all fencing and provide weed abatement within the limits of this license.

This agreement is for a license that is fully revocable with a 30 day written notice. There are no permanent property rights (lease or easement) created by this license agreement.

FISCAL IMPACT/FINANCING:

There is no net County cost to the General Fund. Funds for this Access License and Road Maintenance Agreement. The Licensees duties under this License will save the expense of weed abatement cost to Tulare County.

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

The County's five-year strategic plan initiative no. 4 for Organizational Performance provides for continuously improving organizational effectiveness and fiscal stability. This license will require the licensee to maintain this county owned property saving maintenance cost from county forces doing this work during these times of economic fluctuation.

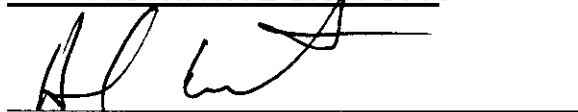
ALTERNATIVES:

The Board could choose not to approve this agreement, but approval of this agreement will provide; access to a private property with very poor access, weed abatement to a county property and maintenance of fencing.

INVOLVEMENT OF OTHER DEPARTMENTS OR AGENCIES:

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

ADMINISTRATIVE SIGN-OFF:



Hal Cypert
General Services Manager

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

Agreement

rn

**BEFORE THE BOARD OF SUPERVISORS
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF APPROVAL OF AN)
ACCESS LICENSE AND ROAD)
MAINTENANCE AGREEMENT) RESOLUTION NO. _____
WITH MITCH BROWN AND DANIEL) AGREEMENT NO. _____
WEISENBURGER OVER COUNTY OWNED)
PROPERTY)

UPON MOTION OF SUPERVISOR _____, SECONDED BY
SUPERVISOR _____, THE FOLLOWING WAS ADOPTED BY THE
BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD _____
_____, BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST: JEAN M. ROUSSEAU
COUNTY ADMINISTRATIVE OFFICER
CLERK, BOARD OF SUPERVISORS

BY: _____
Deputy Clerk

* * * * *

1. Approved Access License and Road Maintenance Agreement with Mitch Brown and Daniel Weisenberger over County owned property.
2. Authorized the Chairman to sign the Agreement.

ACCESS LICENSE AND ROAD MAINTENANCE AGREEMENT

This Agreement is entered into as of _____, 2010 between **THE COUNTY OF TULARE**, hereinafter referred to as "County"; and **DANIEL WEISENBERGER AND MITCH BROWN**, hereinafter referred to as "Licensees"; with reference to the following:

RECITALS

WHEREAS, County is the owner of "certain pieces, strips or parcels of land" that formerly comprised a portion of the Southern Pacific Company railbed located in Tulare County, California, and more particularly described in that certain Indenture dated April 4, 1960 and recorded June 9, 1960, as Instrument No. 18276, at Book 2199, Pages 716-727, Tulare County Official Records, a copy of which is attached hereto as Exhibit "A"; and,

WHEREAS, that portion of the railbed that is subject to this Agreement is illustrated in a map of the subject parcel with identifying markings attached hereto as Exhibit "B"; the legal description of which is a portion of the Indenture identified as Exhibit "A"; and,

WHEREAS, said railbed is one hundred (100) feet, more or less, in width throughout its length as described above; and,

WHEREAS, Licensees are the owners of certain parcels of land that are located near or contiguous to the railbed described hereinabove and identified by the following assessor's parcel numbers: 282-030-006, 282-030-009 and 282-030-031; and,

WHEREAS, Licensees desire to acquire access that traverses the 100-foot, more or less, railbed (i.e., the Southern Pacific railbed), and County is willing to issue a license over County property to access licensees' property; and

WHEREAS, Licensees and County acknowledge the license rights within this agreement are a personal, revocable and non assignable permission to enter on County land for the purpose of accessing Licensees' property and does not convey an easement or any other interest in County's land; and

throughout the term of this Agreement. If any portion of the fence has been removed, Licensees shall replace with fence materials similar in design, function and quality and maintain same through the term of this agreement. The situs of the existing fence line is illustrated on Exhibit "B" attached hereto.

- c) Licensees shall construct locked gates near the railbed's intersection with Worth Road on the East and at the Westerly boundary of the North half of the Northwest quarter of Section 3, Township 22 South, Range 28 East, Mount Diablo Base and Meridian. Said gates, together with the fence line, shall restrict usage of the railbed and service the same. The location of the gates is illustrated on Exhibit "B" attached hereto. For any lock placed on said gates, a key shall be provided to County. Licensees shall notify County of any change to the lock and provide a key if the lock is changed.
- d) Licensees shall provide weed abatement over the entire 100 foot width of the County property and dust suppression with regard to the roadway on the railbed throughout the term of this Agreement.
- e) During the time that Licensees shall occupy the premises, Licensees shall maintain commercial general liability insurance with combined single coverage of a minimum of \$1,000,000.00 per occurrence. The insurance shall be issued by companies licensed to transact business in the State of California; shall name the County of Tulare, its officers, agents and employees, as insureds; and, shall provide for 30 days written notice to the COUNTY prior to cancellation or material alteration. Licensee shall maintain the required insurance as set forth in Exhibit C. Evidence of such insurance coverage acceptable to the TULARE County Risk Manager shall be filed with the Clerk of the Tulare County Board of Supervisors prior to the execution of this lease
- f) Licensees shall maintain, grade and service said roadway throughout the term of this Agreement.
- g) County will have the right to terminate this Agreement without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination.
- h) Licensees shall hold harmless, defend and indemnify County, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to

County Notification Address

Licensee Notification Address

County of Tulare
Property Management
5961 S. Mooney Blvd.
Visalia, CA 93277

Daniel Weisenburger and Mitch Brown
875 W. Olive Ave.
Porterville, CA 93257

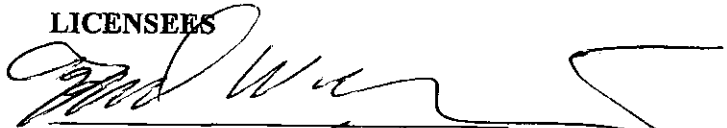
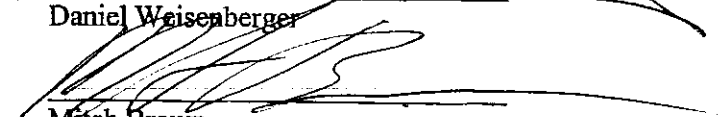
7. If, in the future, the railbed, as described hereinabove, is designated by County as within the County Maintained Road System, the rights and duties of the parties shall then be mutually terminated.

IN WITNESS WHEREOF, the parties have executed this Agreement, in duplicate, the day and year written below.

Date:

6-17-2010

LICENSEES


Daniel Weisenburger

Mitch Brown

COUNTY

Date:

By

J. Steven Worthley, Chairman
Board of Supervisors

ATTEST: JEAN M. ROUSSEAU
County Administrative Officer/
Clerk of the Board of Supervisors

Approved as to form:
County Counsel

By

Deputy

By


Deputy

6-17-10
10071318

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
COUNTY OF MITCH BROWN)

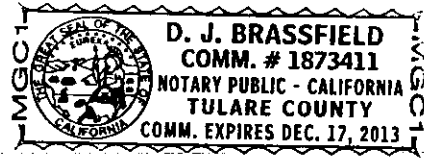
On June 17, 2010 before me, D.J. BRASSFIELD, Notary Public,
DATE INSERT NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC
personally appeared, MITCH BROWN

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

D.J. Brassfield (SEAL)
NOTARY PUBLIC SIGNATURE



OPTIONAL INFORMATION

THIS OPTIONAL INFORMATION SECTION IS NOT REQUIRED BY LAW BUT MAY BE BENEFICIAL TO PERSONS RELYING ON THIS NOTARIZED DOCUMENT.

TITLE OR TYPE OF DOCUMENT ACCESS LICENSE AND ROAD MAINTENANCE AGREEMENT

DATE OF DOCUMENT _____ NUMBER OF PAGES -20-

SIGNERS(S) OTHER THAN NAMED ABOVE _____

SIGNER'S NAME MITCH BROWN SIGNER'S NAME _____

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RIGHT THUMBPRINT
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concentric with and distant 50.0 feet southerly, measured radially, from said surveyed "L" line, having a radius of 5679.60 feet; a central angle of 9°11'08.5" and an arc distance of 910.56 feet to a point in said east line of the northeast quarter of Section 36; thence northerly along said east line, 50.89 feet, to the point of beginning, containing an area of 2.913 acres, more or less.

The above described 2.913 acre parcel of land being a portion of the 5.567 acres of land described in indenture dated July 11, 1911 from W. E. Premo, Alice Premo, Edith H. Williams and A. J. Newbury to P. U. Nofziger (now Southern Pacific Company), recorded July 17, 1911 in Volume 187 of Deeds at Page 319, Records of Tulare County, California.

PARCEL NO. 2

BEGINNING on the west line of the southwest quarter of the northwest quarter of Section 31, Township 21 South, Range 28 East, M.D.B.&M., at a point known as Engineer Survey Station "L" 60+09.0 Porterville Northeastern Railway, Porterville to Springville; thence southerly along and on the west line of the southwest quarter of the northwest quarter of Section 31 to a point that is distant 50.0 feet, measured at right angles, from the located center line of the "L" line of survey; thence easterly and southerly, parallel to and at a uniform distance of 50.0 feet therefrom, from the located center line of the said "L" line of survey to a point on the east line of the northwest quarter of the southwest quarter of Section 31, that is distant 50.0 feet, measured at right angles, from the located center line of the said "L" line of survey; thence northerly along and on the east line of the northwest quarter of the southwest quarter of Section 31 to an intersection of the located center line of the said "L" line of survey with the east line of the northwest quarter of the southwest quarter of Section 31 at Engineer Survey Station "L" 73+80.0; thence northerly along and on the east line of the northwest quarter of the southwest quarter of Section 31 to a point that is distant 50.0 feet, measured at right angles, from the located line of the "L" line of survey; thence westerly and northerly, parallel to and at a uniform distance of 50.0 feet therefrom, from the center line of the "L" line of survey, to a point on the west line of the southwest quarter of the northwest quarter of Section 31 that is distant 50.0 feet; measured at right angles, from the center line of the "L" line of survey; thence southerly along and on the west line of the southwest quarter of the northwest quarter of Section 31 to the place of beginning at Engineer Survey Station "L" 60+09.0, said strip of land containing an area of 3.12 acres of land; more or less.

The above described 3.12 acre parcel of land being all the land described in indenture dated September 20, 1910 between Grace Rodgers, formerly Grace Redfield, J. J. Doyle, J. D. Beckwith and P. U. Nofziger, recorded September 26, 1910 in Volume 179 of Deeds at Page 73, Records of Tulare County, California.

of Section 31, the place of beginning of said strip of land, containing an area of 0.046 of an acre, more or less.

The above described 0.046 of an acre parcel of land being all the land described in indenture dated November 26, 1910 from R. W. White and Nora White to F. U. Nofziger (now Southern Pacific Company), recorded February 27, 1911 in Volume 184 of Deeds at Page 337, Records of Tulare County, California.

PARCEL NO. 5

BEGINNING at a point on the west line of the northeast quarter of the southeast quarter of Section 31, Township 21 South, Range 28 East, M.D.B.&M., at a point known as Engineer Survey Station "K" 100+80.0, Porterville Northeastern Railway, Porterville to Springville; thence southerly on and along the west line of the northeast quarter of the southeast quarter of Section 31, to a point that is distant 50.0 feet, measured at right angles, from the center line of the "K" line of survey; thence easterly and southerly parallel to and at a uniform distance of 50.0 feet therefrom from the center line of the "K" line of survey to a point on the east line of the northeast quarter of the southeast quarter of Section 31 that is distant 50.0 feet, measured at right angles, from the center line of the "K" line of survey; thence northerly on and along the east line of the northeast quarter of the southeast quarter of Section 31, to an intersection of the east line of the northeast quarter of the southeast quarter of Section 31 with the center line of the "K" line of survey at Engineer Survey Station "K" 114+13.9; thence northerly on and along the east line of the northeast quarter of the southeast quarter of Section 31 to a point that is distant 50.0 feet, measured at right angles, from the center line of the "K" line of survey; thence northerly and westerly, parallel to and at a uniform distance of 50.0 feet therefrom, from the center line of the "K" line of survey to a point on the west line of the northeast quarter of the southeast quarter of Section 31 that is distant 50.0 feet, measured at right angles, from the center line of the "K" line of survey; thence southerly on and along the west line of the northeast quarter of the southeast quarter of Section 31 to the place of beginning at Engineer Survey Station "K" 100+80.0, said strip of land containing an area of 3.062 acres of land, more or less.

The above described 3.062 acre parcel of land being all the land described in indenture dated September 30, 1911 from J. J. Doyle and Lillie A. Doyle to F. U. Nofziger (now Southern Pacific Company), recorded October 2, 1911 in Volume 189 of Deeds at Page 466, Records of Tulare County, California.

PARCEL NO. 6

BEGINNING on the west line of the northwest quarter of the southwest quarter of Section 32, Township 21 South, Range 28 East, M.D.B.&M., at a point known as Engineer Survey Station "K" 114+13.9, Porterville Northeastern Railway, Porterville to Springville; thence southerly along and on the west line of the northwest quarter of the southwest quarter of Section 32 to a point that is distant 50.0 feet, measured at right angles, from the center line of the "K" line of survey; thence easterly and southerly, parallel to and at a uniform distance of 50.0

PARCEL NO. 8

BEGINNING at a point in the west line of the east half of the northeast quarter of the southwest quarter of Section 32, Township 21 South, Range 28 East, M.D.B.&M., at a point known as Engineer Survey Station "L" 141+99, Porterville, Northeastern Railway (now Southern Pacific Company), Porterville to Springville; thence southerly along said west line of the east half of the northeast quarter of the southwest quarter of Section 32 to a point in a line parallel with and distant 50.00 feet southwesterly, measured at right angles, from the center line of the "L" line of survey; thence southeasterly along said parallel line to the southeast corner of said east half of the northeast quarter of the southwest quarter of said Section 32; thence northerly along the east line of said east half to an intersection with the center line of the "L" line of survey at Engineer Survey Station L 141+75; thence northerly continuing along said east line to a point in a line parallel with and distant 50.00 feet northwesterly, measured at right angles, from said center line of the "L" line of survey; thence northwesterly along last said parallel line to a point in said west line of the east half of the northeast quarter of the southwest quarter of said Section 32; thence southerly along said west line to the point of beginning, containing an area of 1.6 acres, more or less.

The above 1.6 acre parcel of land being a portion of land described in indenture dated July 28, 1910 from J. McFadyen, et ux, to F. U. Nofziger, recorded October 7, 1910 in Volume 179 of deeds, page 150, Records of Tulare County.

PARCEL NO. 9

BEGINNING on the west line of the west half of the northwest quarter of the southeast quarter of Section 32, Township 21 South, Range 28 East, M.D.B.&M., at a point known as Engineer Survey Station "L" 141+78, Porterville Northeastern railway, Porterville to Springville; thence southerly along and on the west line of the west half of the northwest quarter of the southeast quarter of Section 32 to the southwest corner of the west half of the northwest quarter of the southeast quarter of Section 32; thence easterly along and on the south line of the west half of the northwest quarter of the southeast quarter of Section 32, to an intersection of the center line of the "L" line of survey with the south line of the west half of the northwest quarter of the southeast quarter of Section 32, at Engineer Survey Station "L" 143+80; thence easterly along and on the south line of the west half of the northwest quarter of the southeast quarter of Section 32 to a point that is distant fifty (50) feet, measured at right angles, from the center line of the "L" line of survey; thence westerly and northerly, parallel to and at a uniform distance of fifty (50) feet therefrom, from the center line of the "L" line of survey to a point on the west line of the west half of the northwest quarter of the southeast quarter of Section 32, that is distant fifty (50) feet, measured at right angles, from the center line of the "L" line of survey; thence southerly along and on the west line of the west half of the northwest quarter of the southeast quarter of Section 32 to the place of beginning, at Engineer Survey Station "L" 141+78.0. Said strip of land contains an area of 0.45 of an acre of land, more or less.

The above 0.45 of an acre parcel of land being all the

J. J. Doyle to F. U. Nofziger (now Southern Pacific Company), recorded June 2, 1911 in Volume 186 of Deeds at Page 385, Records of Tulare County, California.

PARCEL NO. 11

BEGINNING on the north line of the northeast quarter of the northwest quarter of Section 4, Township 22 South, Range 28 East, M.D.B.&M., at a point known as Engineer Survey Station "L" 192+90, Porterville Northeastern Railway, Porterville to Springville; thence westerly along and on the north line of the northeast quarter of the northwest quarter of Section 4, to a point that is distant 50.0 feet, measured at right angles from the center line of the "L" line of survey; thence easterly and southerly, parallel to and at a uniform distance of 50.0 feet therefrom, from the center line of the "L" line of survey to a point on the east line of the northeast quarter of the northwest quarter of Section 4 that is distant 50.0 feet, measured at right angles, from the center line of the "L" line of survey; thence northerly along and on the east line of the northeast quarter of the northwest quarter of Section 4 to an intersection of the center line of the "L" line of survey with the east line of the northeast quarter of the northwest quarter of Section 4 at Engineer Survey Station "L" 196+90.0; thence northerly along and on the east line of the northeast quarter of the northwest quarter of Section 4 to a point that is distant 50.0 feet, measured at right angles, from the center line of the "L" line of survey; thence northerly and westerly, parallel to and at a uniform distance of 50.0 feet therefrom, from the center line of the "L" line of survey to a point on the north line of the northeast quarter of the northwest quarter of Section 4 that is distant 50.0 feet, measured at right angles from the center line of the "L" line of survey; thence along and on the north line of the northeast quarter of the northwest quarter of Section 4 to the place of beginning at Engineer Survey Station "L" 192+90.0, said strip of land containing an area of 0.83 of an acre, more or less.

The above described 0.83 of an acre parcel of land using all the land described in indenture dated January 1, 1911 from C. E. Perkins and Alice Perkins to F. U. Nofziger (now Southern Pacific Company), recorded March 15, 1911 in Volume 185 of Deeds at Page 21, Records of Tulare County, California.

PARCEL NO. 12

BEGINNING on the west line of the northeast quarter of Section 4, Township 22 South, Range 28 East, M.D.B.&M., at a point known as Engineer Survey Station "L" 196+90.0; thence southerly on and along the west line of the northeast quarter of Section 4, to a point that is distant 50.0 feet, measured at right angles, from the center line of the "L" line of survey; thence easterly and southerly, parallel to and at a uniform distance of 50.0 feet therefrom from the center line of the "L" line of survey to a point on the east line of the northeast quarter of Section 4 that is distant 50.0 feet, measured at right angles from the center line of the "L" line of survey; thence northerly on and along the east line of the northeast quarter of Section 4 to an

of the northwest quarter of said Section 3 to place of beginning at Engineer Survey Station "L" 225+27.5, said strip of land containing an area of 5.83 acres of land, more or less.

The above described 5.83 acre parcel of land being all the land described in indenture dated November 3, 1910 from A. A. Howard and Mary M. Howard to F. U. Nofziger (now Southern Pacific Company), recorded March 6, 1911 in Volume 184 of Deeds at Page 407, Records of Tulare County, California.

PARCEL NO. 14

BEGINNING on the west line of the northeast quarter of Section 3, Township 22 South, Range 28 East, M.D.B.&M., at a point known as Engineer Survey Station "L" 253+03.0, Porterville Northeastern Railway, Porterville to Springville; thence southerly on and along the west line of the northeast quarter of Section 3 to a point that is distant 150.0 feet, measured at right angles, from the center line of the "L" line of survey; thence northerly and easterly, parallel to and at a uniform distance of 150.0 feet therefrom, from the center line of the "L" line of survey to a point on the north line of the northeast quarter of Section 3 that is distant 150.0 feet, measured at right angles, from the center line of the "L" line of survey; thence westerly on and along the north line of the northeast quarter of Section 3, to an intersection of the north line of the northeast quarter of Section 3 with the center line of the "L" line of survey at Engineer Survey Station "L" 263+55.9; thence westerly on and along the north line of the northeast quarter of Section 3 to a point that is distant 150.0 feet, measured at right angles, from the center line of the "L" line of survey; thence southerly and westerly, parallel to and at a uniform distance of 150.0 feet therefrom from the center line of the "L" line of survey to a point on the west line of the northeast quarter of Section 3 that is distant 150.0 feet, measured at right angles from the center line of the "L" line of survey; thence southerly on and along the west line of the northeast quarter of Section 3 to the place of beginning at Engineer Survey Station "L" 253+03.0, said strip of land containing an area of 7.251 acres of land, more or less.

The above described 7.251 acre parcel of land being all the land described in indenture dated January 7, 1911 from Mrs. D. J. Purcell (formerly Pearl I. Orr), Charles W. Orr, J. H. Orr and Roy Orr to F. U. Nofziger (now Southern Pacific Company), recorded February 24, 1911 in Volume 184 of Deeds at Page 304, Records of Tulare County, California..

PARCEL NO. 15

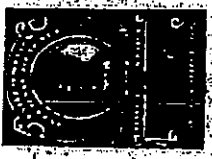
BEGINNING on the south line of the southeast quarter of Section 34, Township 21 South, Range 28 East, M.D.B.&M., at a point known as Engineer Survey Station "L" 263+55.9 of the Porterville Northeastern Railway, Porterville to Springville, distant westerly 1814 feet, more or less, from the southeast corner of the southeast quarter of Section 34; thence easterly on and along the south line of the southeast quarter of Section 34 to a point that is distant 150.0 feet, measured at right

substances and products derived therefrom, together with the exclu-
sive and perpetual right of said Grantor, its successors and assigns,
of ingress and egress beneath the surface of said land to explore for,
extract, mine and remove the same, and to make such use of the said
land beneath the surface as is necessary or useful in connection there-
with, which use may include lateral or plant drilling, boring, digging,
or sinking of wells, shafts or tunnels; provided, however, that said
Grantor, its successors and assigns, shall not use the surface of said
land in the exercise of any of said rights and shall not disturb the
surface of said land or any improvements thereon.

Grantor hereby reserves from the above described real property
255 or 3250 hand-picked cross ties, whichever is larger, which cross
ties shall be delivered by Grantee to Grantor at Porterville, California.

Grantor hereby declares that the land being conveyed is not
necessary for use in the performance of its duties to the public as
prescribed by the Public Utilities Code of the State of California,
and is not needed for its use in the conduct of its business.

IN WITNESS WHEREOF, Grantor has caused these presents to be
executed by its duly authorized officers and its corporate seal to be
hereunto affixed the day and year first herein written.



SOUTHERN PACIFIC COMPANY,
By H. P. Biagini
Vice President
Attest T. P. Ryan
Assistant Secretary

CERTIFICATE OF ADOPTION: GOV. CODE SEC. 17201
THIS IS TO CERTIFY that the County of Tulare, pursuant to the
law and through its duly authorized agent for such purpose, the County
Council of the County of Tulare, hereby certifies for public purpose the
and purports to be a public purpose, conveyed by the within deed of grant,
and purports to be a public purpose, and that a general resolution
concerning such authority upon said deed is recorded in the official
records of the County of Tulare, to wit: Book 17, Page 17.
IN WITNESS WHEREOF, I have hereunto set my hand this
9th day of April, 1960.
Calvin E. Bell County Council, Authorized Agent

STATE OF CALIFORNIA,
City and County of San Francisco,

On this 7th day of April
before me, NORMANT STONE, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared
B. P. Biagini and T. P. Ryan

known to me to be the Vice President and Asst. Secretary

of the corporation identified in, and that executed the within instrument, and also known
to me to be the person who executed it on behalf of the corporation, therein named
and to be acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
official seal at my office in the City and County of San Francisco, the day and year in
this certificate first above written.

Normant Stone
Notary Public in and for the City and County of San Francisco, State of California.

RECORDED AT REQUEST OF
CLERK SOLES: NOTARIES
JUN 9 1960
OFFICIAL RECORDS
TULARE COUNTY, CALIF.
W. W. JAMES, REC'D FOR
CORPORATION

My Commission Expires October 25, 1960.

Exhibit C

Insurance Required During Occupancy

Licensees shall provide and maintain insurance for the duration of the this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with performance under the Agreement by the Licensees, their agents, representatives, employees, or contractors.

A. MINIMUM SCOPE OF AND LIMITS OF INSURANCE.

1. Coverage at least as broad as Commercial General Liability Insurance of \$1,000,000.00 combined single limit per occurrence.
 - a. Names the COUNTY, its officers, agents, employees and volunteers, individually and collectively as additional insureds.
 - b. States that such insurance for additional insureds shall apply as primary insurance and any other insurance maintained by the County shall be excess.
 - c. Provides that coverage shall not be suspended, voided, canceled or otherwise materially changed except after thirty (30) days prior written notice is given to the County.
2. Comprehensive Automobile Liability Insurance of \$1,000,000.00 combined single limit per occurrence.
 - a. Names the COUNTY, its officers, agents, employees and volunteers, individually and collectively as additional insureds.
 - b. States that such insurance for additional insureds shall apply as primary insurance and any other insurance maintained by the County shall be excess.
 - c. Provides that coverage shall not be suspended, voided, canceled or otherwise materially changed except after thirty (30) days prior written notice is given to the County.
3. Workers Compensation and Employers Liability Insurance. Insurer shall agree to waive all rights of subrogation against the County, its officers, agents, employees and volunteers for losses arising out of activities which are the subject of this Agreement.

B. ACCEPTABILITY OF INSURANCE

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than "A:V" (or as approved by the County Risk Manager) from a company admitted to do business in California.