

**Betty Drive / Avenue 312 Realignment and Improvement Project – Phase 2A  
Tulare County**

**GRANTOR:**

**Midstate Hayes 184 Distribution Center, LLC**

Date April 13, 2010

APN: 077-360-009, -010, -021

**REAL PROPERTY PURCHASE CONTRACT  
TEMPORARY CONSTRUCTION EASEMENT**

Midstate Hayes 184 Distribution Center, LLC, a California limited liability company (hereinafter referred to as Grantor) hereby grant a TEMPORARY CONSTRUCTION EASEMENT (2) (hereafter referred) to as TCE to the Tulare County Redevelopment Agency (hereinafter referred to as Grantee).

1. In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:
  - A. Grantee TEMPORARILY requires the TCE over a property not now appropriated to a public use, for constructing or improving a public roadway project known a “Betty Drive/ Avenue 312 Realignment and Improvements” Phase 2A, a public use.
  - B. Because Grantee may exercise the power of eminent domain to acquire, Grantor is compelled to sell; and because Grantee TEMPORARILY requires the property for the Public Project, Grantee is compelled to buy. As such the acquisition of the TCE is an involuntary and temporary conversion of the Parcel from private to public use.
  - C. Both Grantor and Grantee recognize the expense, time, effort, and risk to both Grantor and Grantee in resolving a dispute over compensation for the TCE by eminent domain litigation; and the compensation set forth herein is in compromise and settlement, in lieu of such litigation.
  - D. That said TCE (2) is described in Exhibits “A” and depicted in Exhibits “B” attached hereto and made a part hereof shall expire upon satisfactory completion of said construction project. Said TCE in addition to the purposed describe therein is required for and includes reasonable and necessary ingress and egress over and across portions of the Real Property including, but not limited to, all activities relative to the installation, inspection, construction, repair, replacement and reconstruction of a new roadway and appurtenant facilities, and, if necessary, the reconstruction and conformation of any adjacent private improvements owned by Grantor.

E. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said TCE and shall relieve Grantee of all further obligation or claims of whatever kind or nature on this account, or on account of the construction of the proposed public improvement in the manner proposed, including, but not limited to, claims arising out of its location, grade, or restriction of private access rights. Grantor acknowledges that Grantee has informed Grantor as to the plans for the construction of the proposed public improvement in the manner proposed.

**2. Grantee shall:**

- A. Pay the undersigned Grantor the sum of \$5,100 for the property or interest conveyed by said TCE subject to all matters of record.
- B. Grantee shall, prior to completion of construction, restore said TCE area, and any improvements of Grantor, which may have been damaged or adversely affected by the construction of the Project to a condition equivalent to, as is reasonably possible, that existing prior to said construction.

3. At no expense to Grantor and if required, Grantee will construct new or conform and or restore, all existing paved and unpaved road approaches and / or driveways impacted by the proposed project to the new location and grade of the new roadway. Upon completion of the work of conforming the new road approach / driveway to the new roadway, said approach or driveway shall be the property of Grantor and all future maintenance of the new or conformed approach or driveway shall be the sole responsibility of the Grantor.

4. This transaction will be handled through an internal escrow by Tulare County, 5961 S. Mooney Blvd. Visalia, CA 93277-9394.

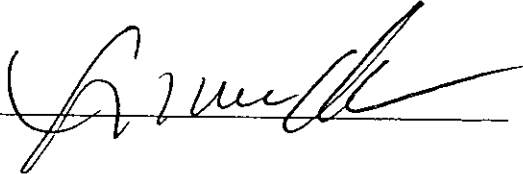
5. This Agreement represents the entire understanding between Grantor and Grantee as to its subject matter and no prior oral or written understanding shall be of any force or effect.

**ALL ACQUISITION AGREEMENTS ARE CONTINGENT ON THE APPROVAL OF THE BOARD OF DIRECTORS.**

IN WITNESS WHEREOF, the Parties have executed this agreement on April 13,  
2010 at San Diego [city/county], State of California.

**GRANTOR:**

Midstate Hayes 184 Distribution Center,  
LLC, a California limited liability company

By 

Title Secretary

By 

Title CEO

**GRANTEE:**


ATTEST: JEAN M. ROUSSEAU,  
Secretary of the Board of Directors of the  
Tulare County Redevelopment Agency

By \_\_\_\_\_

Deputy Clerk

Approved as to Form

County Counsel

By  7-7-10

Deputy

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT  
APN: 077-360-009

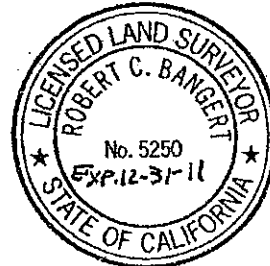
That portion of Parcel 1 as shown on the certain Parcel Map No. 4537, filed for record on September 6, 2002, in Book 46 of Parcel Maps, Page 42, Tulare County Records, and described in the Grant Deed to MIDSTATE HAYES 184 DISTRIBUTION CENTER, LLC, a California limited liability company, recorded on April 29, 2005, as Document No. 2005-0044277, Tulare County Official Records, lying within the Northeast quarter of Section 20, Township 18 South, Range 24 East, M.D.B.&M., in the County of Tulare, State of California, described as follows:

The North 20 feet of the West 923 feet of said Parcel 1.

Excepting therefrom, that portion described in the Grant Deed to the County of Tulare, recorded on October 9, 2008, as Document No. 2008-0068325, Tulare County Official Records.

Said description contains 18,159 square feet (0.4169 acres) more or less.

Robert C. Bangert      1-7-10  
Robert C. Bangert      LS 5250      Date  
License Expiration Date: December 31, 2011



**EXHIBIT "B"**

PORTION OF N.E. 1/4 OF SECTION 20, T. 18 S., R. 24 E., M.D.B.&M.

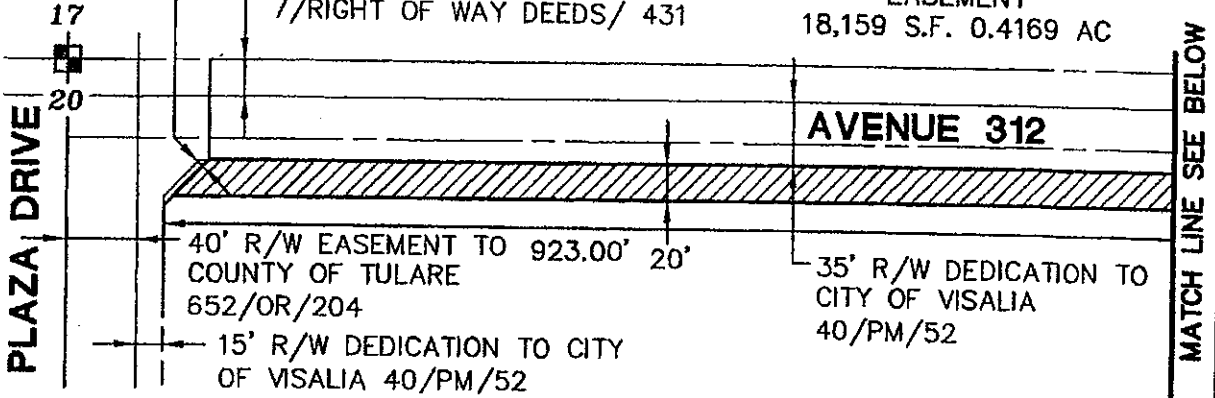
R/W DEDICATION TO COUNTY OF TULARE  
DOC. 2008-0068325

20' R/W EASEMENT TO  
COUNTY OF TULARE  
7/RIGHT OF WAY DEEDS/ 431

**DETAIL 'A'**

SCALE 1"=100'

TEMPORARY CONSTRUCTION  
EASEMENT  
18,159 S.F. 0.4169 AC



**LEGEND**

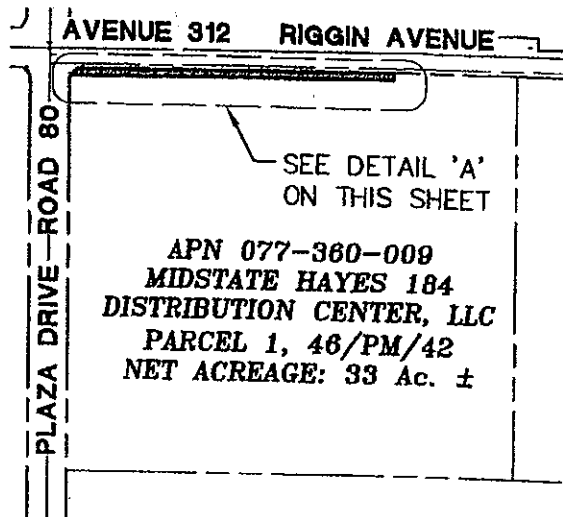
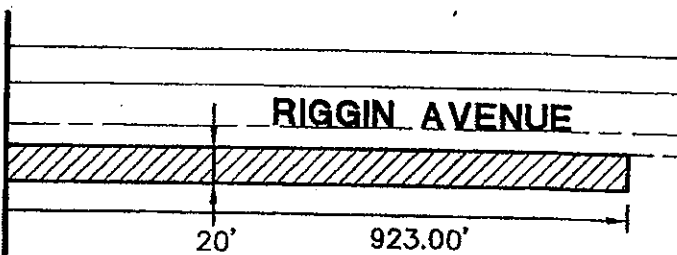


TEMPORARY CONSTRUCTION  
EASEMENT

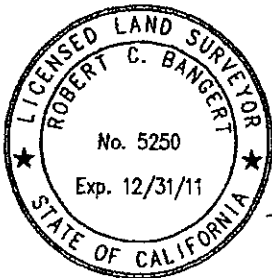


1/4 SECTION CORNER  
FOUND 2" BRASS DISC  
STAMPED LS 7027 IN  
MONUMENT WELL

MATCH LINE SEE ABOVE



SCALE: 1"=500'



*Robert C. Bangert*

1-7-10

ROBERT C. BANGERT LS 5250 DATE  
LICENSE EXPIRATION DATE: DECEMBER 31, 2011

MIDSTATE HAYES 184 DISTRIBUTION CENTER, LLC

BETTY DRIVE / AVENUE 312 REALIGNMENT PROJECT

**TEMPORARY CONSTRUCTION EASEMENT**

**EXHIBIT "A"**

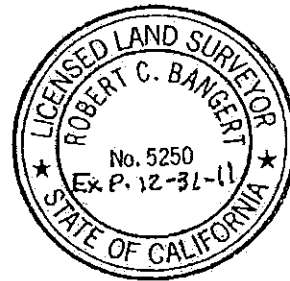
**TEMPORARY CONSTRUCTION EASEMENT  
APN: 077-360-021**

That portion of the real property described in the Grant Deed to Midstate Hayes 184 Distribution Center, LLC, a California limited liability company, recorded on November 14, 2007, as Document No. 2007-0100351, Tulare County Official Records, lying within the Northwest quarter of Section 20, Township 18 South, Range 24 East, M.D.B. & M., in the County of Tulare, State of California, described as follows:

The North 20 feet of Parcel 1 as described in the above mentioned Grant Deed.

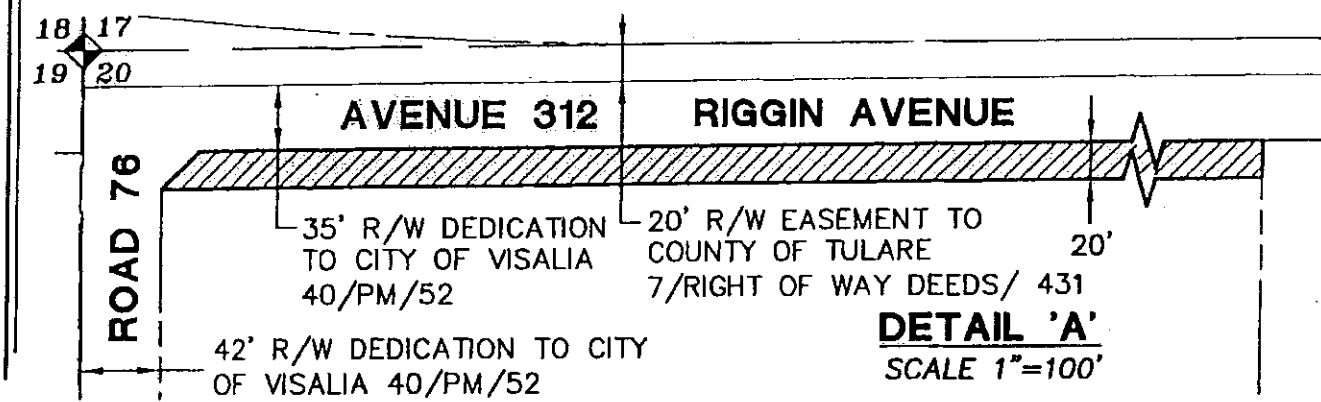
Said description contains 13,283 square feet (0.3049 acres) more or less.

Robert C. Bangert      1-7-10  
Robert C. Bangert      PLS 5250      Date  
License Expiration Date: December 31, 2011





**EXHIBIT 'B'**

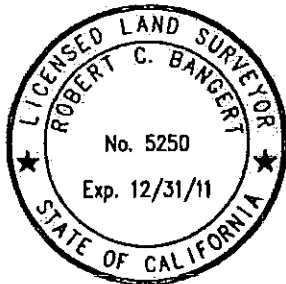
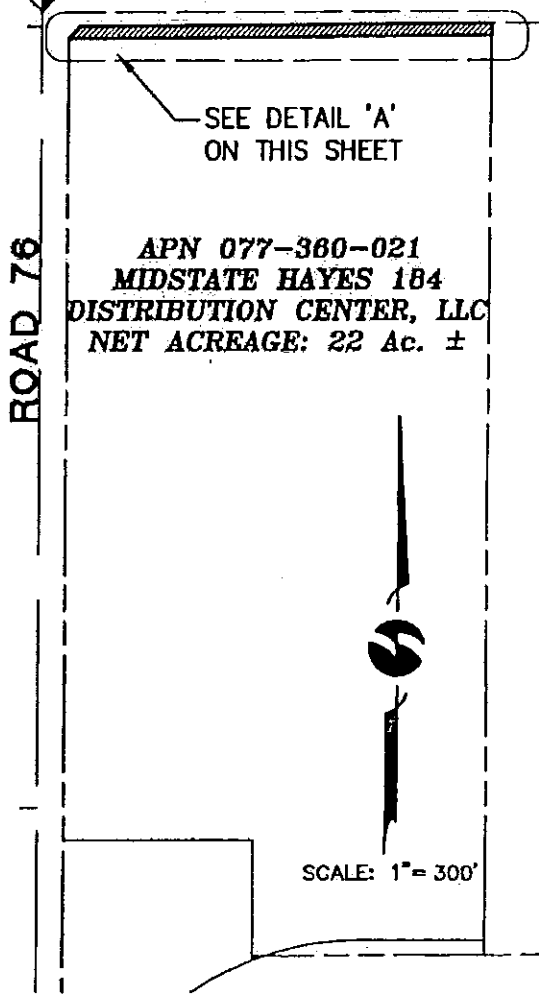
PORTION OF N.W. 1/4 OF SECTION 20, T. 18 S., R. 24 E., M.D.B.&M.



**LEGEND**

-  TEMPORARY CONSTRUCTION EASEMENT 13,283 S.F. 0.3049 AC
-  SECTION CORNER COMMON TO SECTIONS 17, 18, 19 & 20. T 18 S, R 24 E, M.D.B & M. FOUND 2" BRASS DISC STAMPED RCE 16094

**AVENUE 312 RIGGINS AVENUE**



*Robert C. Bangert* 1-7-10  
 ROBERT C. BANGERT PLS 5250 DATE  
 LICENSE EXPIRATION DATE: DECEMBER 31, 2011

**MIDSTATE HAYES 184 DISTRIBUTION CENTER, LLC**

**BETTY DRIVE / AVENUE 312 REALIGNMENT PROJECT**  
**TEMPORARY CONSTRUCTION EASEMENT**