

GRANTOR: Sun-Maid Growers of California,
a California nonprofit agricultural
cooperative corporation

ADDRESS: 13525 South Bethel Avenue
Kingsburg, CA 93631
APN: 393-240-52S

PROJECT: Bethel Ave and Mt. View Ave
Traffic Signal Project

PARCEL: 1

DATE: 1-26-17
Federal Project ID No
HSIPL-5942(243)

RIGHT OF WAY CONTRACT

An easement deed to the County of Fresno from the Grantor(s) has been executed and delivered to the Design Division of the County of Fresno Department of Public Works and Planning.

In consideration of which, and the other consideration hereinafter set forth, it is mutually agreed as follows:

1. The Grantor(s) has title to the property, described in Exhibit "A" and shown on Exhibit "B" attached, hereto and incorporated herein by reference; and the full authority to sign the above-mentioned document.

2. The parties herein have set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

3. The County shall pay the undersigned Grantor(s) the sum of **SIX HUNDRED DOLLARS (\$600.00)** for the property or interest conveyed by the above document(s) when title to said property or interest vests in the County. The County shall pay all recording fees, if any.

4. This transaction will be processed through an internal escrow by the County of Fresno, Department of Public Works and Planning, Design Division, 2220 Tulare Street, Sixth Floor, Fresno, CA 93721.

5. The County reserves the right to accept title to the property interest to be acquired by County herein subject to certain defects in any or all matters of record title to the property. In return for Grantor(s) receiving the total sum as stated in Clause 3, the undersigned Grantor(s) covenants and agrees to indemnify and hold the County of Fresno harmless from any and all claims and demands third parties may make or assert and causes of action third parties may bring which arise out of or are in connection with the foregoing defects in title to the property. The Grantor's obligation herein to indemnify and hold harmless the County shall not exceed the amount paid to the Grantor(s) under this contract.

6. Permission is hereby granted to the County of Fresno, its contractors, agents or assigns, to enter upon Grantor's property during the period of construction for the purpose of constructing the public improvement and accomplishing all necessary incidents thereto. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the County, including the

right to remove and dispose of improvements, shall commence 60 days from the Board of Supervisor's approval of this Right of Way Contract or the date the deed is recorded, whichever occurs first, and that the amount shown in Clause 3 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

7. Clause 3 above includes payment for the replacement of improvements such as fencing and/or irrigation facilities that are within the area being acquired for this project and must be replaced in order to proceed with the construction of the project. If Grantor(s) does not replace said items, County may install temporary fencing on Grantor's property lying immediately adjacent to the new right of way line, if necessary, to hold in livestock during construction of the road project, and/or plug the irrigation line(s) at Grantors' property line. Grantor(s) hereby agrees to allow the County access to their remaining property to perform said work and that the cost for said work shall be billed to and paid for by Grantor(s).

8. Grantor(s) agrees to hold the County harmless and reimburse the County for any and all losses and expenses as to the property being acquired hereunder occasioned by reason of any lease of said property held by any tenant of grantor(s).

9. The sum set forth in Clause 3 above includes full payment for the following:

A Road Easement, containing ±672 square feet of land.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Sun-Maid Growers of California,
a California nonprofit agricultural cooperative corporation

By: _____
Barry F. Kriebel, President
S/o Next Page
COUNTY OF FRESNO

By: *Bradley M. Bender*
CFO + VP of Finance

By: *Brian Pacheco*
Brian Pacheco, Chairman
Board of Supervisors
By: *Steven E. White*
Steven E. White, Director
Department of Public Works and Planning

Recommended for Approval:
"Overland Pacific & Cutler, Inc."
By: *Mike Miguel*
Mike Miguel, Right-of-Way Agent
By: *Dale Siemer*
Dale Siemer, P.E.
Supervising Engineer

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

ATTEST:

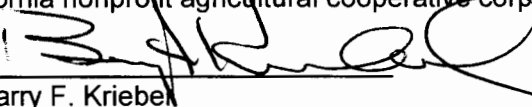
BERNICE E. SEIDEL, Clerk
Board of Supervisors

By: *Bernice E. Seidel*
Deputy

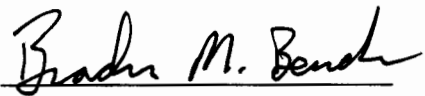
BB 1/26/2017
ROW
APN: 393-240-525

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Sun-Maid Growers of California,
a California nonprofit agricultural cooperative corporation

By: 

Barry F. Kriebel

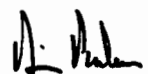
By: 

Braden M. Bender

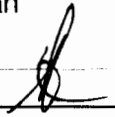
Its: _____

Its: CFO + VP of Finance

COUNTY OF FRESNO

By: 

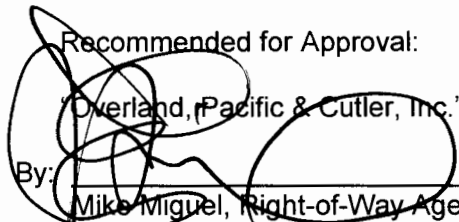
Brian Pacheco, Chairman
Board of Supervisors

By: 

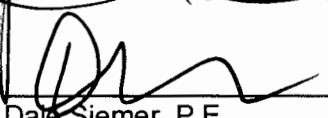
Steven E. White, Director
Department of Public Works and Planning

Recommended for Approval:

"Overland, Pacific & Cutler, Inc."

By: 

Mike Miguel, Right-of-Way Agent

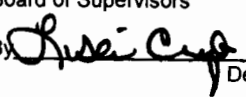
By: 

Dale Siemer, P.E.
Supervising Engineer

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

ATTEST:

BERNICE E. SEIDEL, Clerk
Board of Supervisors

By: 

Deputy

INTERSECTION OF BETHEL &
MOUNTAIN VIEW AVENUES

Parcel 1
Portion of APN 393-240-52S

EXHIBIT "A"
LEGAL DESCRIPTION

That portion of Parcel 4 of Parcel Map No. 3944, filed in Book 26 of Parcel Maps, at Page 23, Fresno County Records, situated in the County of Fresno, State of California, more particularly described as follows:

BEGINNING at the Northwesterly corner of the easement granted to the County of Fresno in the document recorded September 22, 1992, as Document No. 92144390, Official Records of Fresno County, said point lying on the North line of said Parcel 4;

Thence, along the North line of said Parcel 4, South 89°55'56" West, 15.18 feet;

Thence, South 44°44'04" East, 35.96 feet;

Thence, South 09°21'10" East, 60.84 feet to a point on the East line of said Parcel 4;

Thence, along the East line of said Parcel 4, North 00°00'56" West, 65.62 feet to the Southeasterly corner of said easement granted to the County of Fresno;

Thence, along the Southwesterly line of said easement granted to the County of Fresno, North 45°02'30" West, 28.27 feet to the **POINT OF BEGINNING**.

Consisting of approximately 672 square feet, more or less.

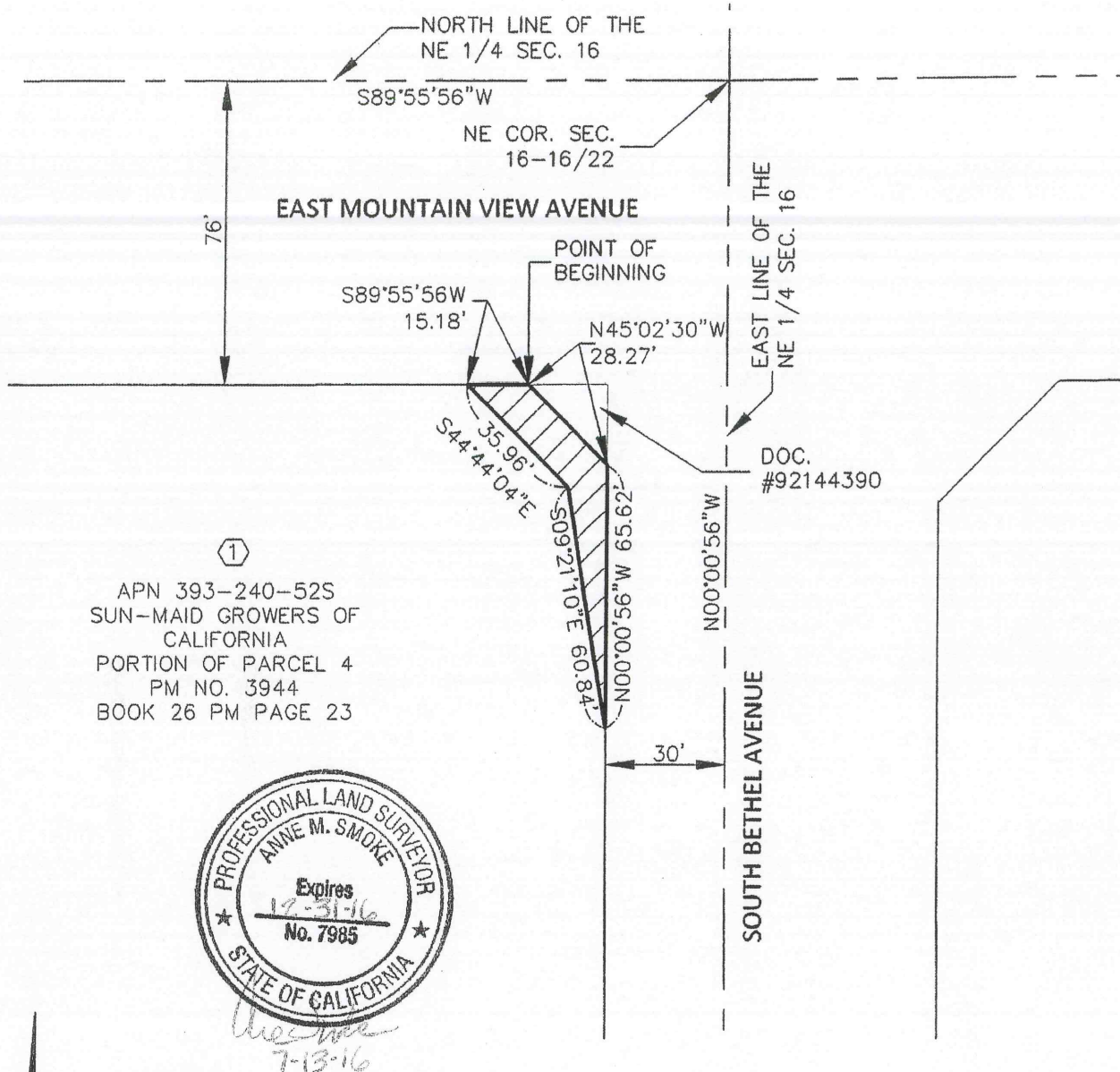




Anne M. Smoke, PLS 7985
Lic. Exp. 12/31/2016

7-13-16

Date

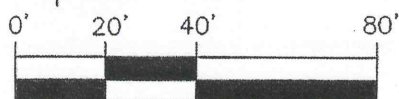


LEGEND



AREA OF RIGHT-OF-WAY TO BE
GRANTED TO THE COUNTY OF FRESNO
CONSISTING OF APPROXIMATELY 672
SQUARE FEET.

GRAPHIC SCALE



(IN FEET)

1 inch = 40 ft.

RIGHT-OF-WAY EXHIBIT
SUN-MAID GROWERS OF CALIFORNIA
APN 393-240-52S
FRESNO COUNTY, CA

DRAWN BY:
AMS

DATE:
7-13-16

MINNEY
SURVEYING

17137 ROAD 37
MADERA, CA 93636
(559) 322-8235
www.minneysurveying.com

Parcel 1, APN 393-240-52S

Permanent Right-of-Way: \$600

Fund: 0010

Subclass: 11000

Org: 4510

Account: 8110

Program: 91267

Temporary Construction Permit: N/A

Fund: 0010

Subclass: 11000

Org: 4510

Account: 8110

Program: 91276

GRANTOR:	<u>Sun-Maid Growers of California, a California nonprofit agricultural cooperative corporation</u>	PROJECT:	<u>Bethel Ave and Mt. View Ave</u> <u>Traffic Signal Project</u>
ADDRESS:	<u>12765 South Bethel Avenue</u> <u>Kingsburg, CA 93631</u> <u>APN: 393-073-12</u>	PARCEL:	<u>2</u>
		DATE:	<u>1-26-17</u> Federal Project ID No.: HSIPL-5942(243)

RIGHT OF WAY CONTRACT

An easement deed to the County of Fresno from the Grantor(s) has been executed and delivered to the Design Division of the County of Fresno Department of Public Works and Planning.

In consideration of which, and the other consideration hereinafter set forth, it is mutually agreed as follows:

1. The Grantor(s) has title to the property, described in Exhibit "A" and shown on Exhibit "B" attached, hereto and incorporated herein by reference; and the full authority to sign the above-mentioned document.

2. The parties herein have set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

3. The County shall pay the undersigned Grantor(s) the sum of **TWO THOUSAND SEVEN HUNDRED DOLLARS \$2,700.00** for the property or interest conveyed by the above document(s) when title to said property or interest vests in the County. The County shall pay all recording fees, if any.

4. This transaction will be processed through an internal escrow by the County of Fresno, Department of Public Works and Planning, Design Division, 2220 Tulare Street, Sixth Floor, Fresno, CA 93721.

5. The County reserves the right to accept title to the property interest to be acquired by County herein subject to certain defects in any or all matters of record title to the property. In return for Grantor(s) receiving the total sum as stated in Clause 3, the undersigned Grantor(s) covenants and agrees to indemnify and hold the County of Fresno harmless from any and all claims and demands third parties may make or assert and causes of action third parties may bring which arise out of or are in connection with the foregoing defects in title to the property. The Grantor's obligation herein to indemnify and hold harmless the County shall not exceed the amount paid to the Grantor(s) under this contract.

6. Permission is hereby granted to the County of Fresno, its contractors, agents or assigns, to enter upon Grantor's property during the period of construction for the purpose of constructing the public improvement and accomplishing all necessary incidents thereto.

7. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the County, including

the right to remove and dispose of improvements, shall commence 60 days from the Board of Supervisor's approval of this Right of Way Contract or the date the deed is recorded, whichever occurs first, and that the amount shown in Clause 3 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

8. Clause 3 above includes payment for the replacement of improvements such as fencing and/or irrigation facilities that are within the area being acquired for this project and must be replaced in order to proceed with the construction of the project. If Grantor(s) does not replace said items, County may install temporary fencing on Grantor's property lying immediately adjacent to the new right of way line, if necessary, to hold in livestock during construction of the road project, and/or plug the irrigation line(s) at Grants' property line. Grantor(s) hereby agrees to allow the County access to their remaining property to perform said work and that the cost for said work shall be billed to and paid for by Grantor(s).

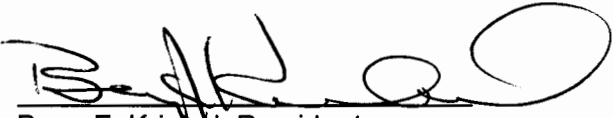
9. Grantor(s) agrees to hold the County harmless and reimburse the County for any and all losses and expenses as to the property being acquired hereunder occasioned by reason of any lease of said property held by any tenant of grantor(s).

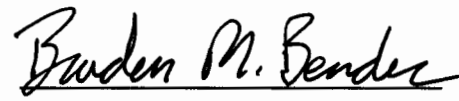
10. The sum set forth in Clause 3 above includes full payment for the following:

A Road Easement, containing $\pm 4,888$ square feet of land.

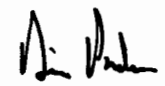
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Sun-Maid Growers of California,
a California nonprofit agricultural cooperative corporation

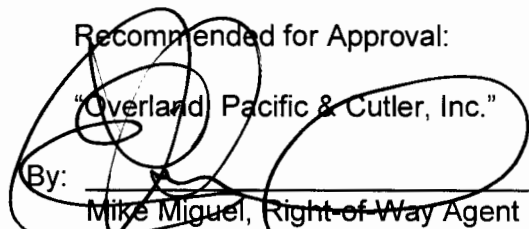
By: 
Barry F. Kriebel, President

By: 
CFO + VP of Finance

COUNTY OF FRESNO

By: 
Brian Pacheco, Chairman
Board of Supervisors

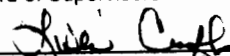
By: 
Steven E. White, Director
Department of Public Works and Planning

Recommended for Approval:
"Overland Pacific & Cutler, Inc."
By: 
Mike Miguel, Right-of-Way Agent
By: 
Dale Siemer, P.E.
Supervising Engineer

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

ATTEST:

BERNICE E. SEIDEL, Clerk
Board of Supervisors

By: 
Deputy

**INTERSECTION OF BETHEL &
MOUNTAIN VIEW AVENUES**

**Parcel 2
Portion of APN 393-073-12**

**EXHIBIT "A"
LEGAL DESCRIPTION**

That portion the East half of the Southeast quarter of the Southeast quarter of Section 9, Township 16 South, Range 22 East, Mount Diablo Base and Meridian, situated in the County of Fresno, State of California, more particularly described as follows:

COMMENCING for reference at the Southeast corner of said Section 9; thence, along the South line of the Southeast quarter of said Section 9, South 89°55'56" West, 50.00 feet to a point on a line parallel with and 50.00 feet West of the East line of the Southeast quarter of said Section 9; thence, along said parallel line, North 00°24'22" West, 30.00 feet to an angle point in the Northerly line of the parcel granted to the County of Fresno in the document recorded January 23, 1979 in Book 7204, Page 946 as Document No. 8780, Official Records of Fresno County, said point being the **TRUE POINT OF BEGINNING**;

Thence, along the Northerly line of said parcel granted to the County of Fresno, South 89°55'56" West, 7.05 feet;

Thence, North 42°52'26" East, 36.54 feet to a point on a line parallel with and 32.00 feet West of the East line of the Southeast quarter of said Section 9;

Thence, along last said parallel line, North 00°24'22" West, 130.91 feet;

Thence, North 00°33'05" East, 478.64 feet;

Thence, North 13°29'18" East 16.66 feet to a point on the Westerly line of said parcel granted to the County of Fresno;

Thence, along the Westerly and Northerly lines of said parcel granted to the County of Fresno, the following four (4) courses and distances:

- 1) South 00°24'22" East, 552.47 feet;
- 2) South 89°56'18" West, 10.00 feet;
- 3) South 00°24'22" East, 80.00 feet;
- 4) South 44°45'47" West, 28.20 feet to the **TRUE POINT OF BEGINNING**.

Consisting of approximately 4,888 square feet, more or less.

Anne Smoke

Anne M. Smoke, PLS 7985
Lic. Exp. 12/31/2016

7-13-16

Date

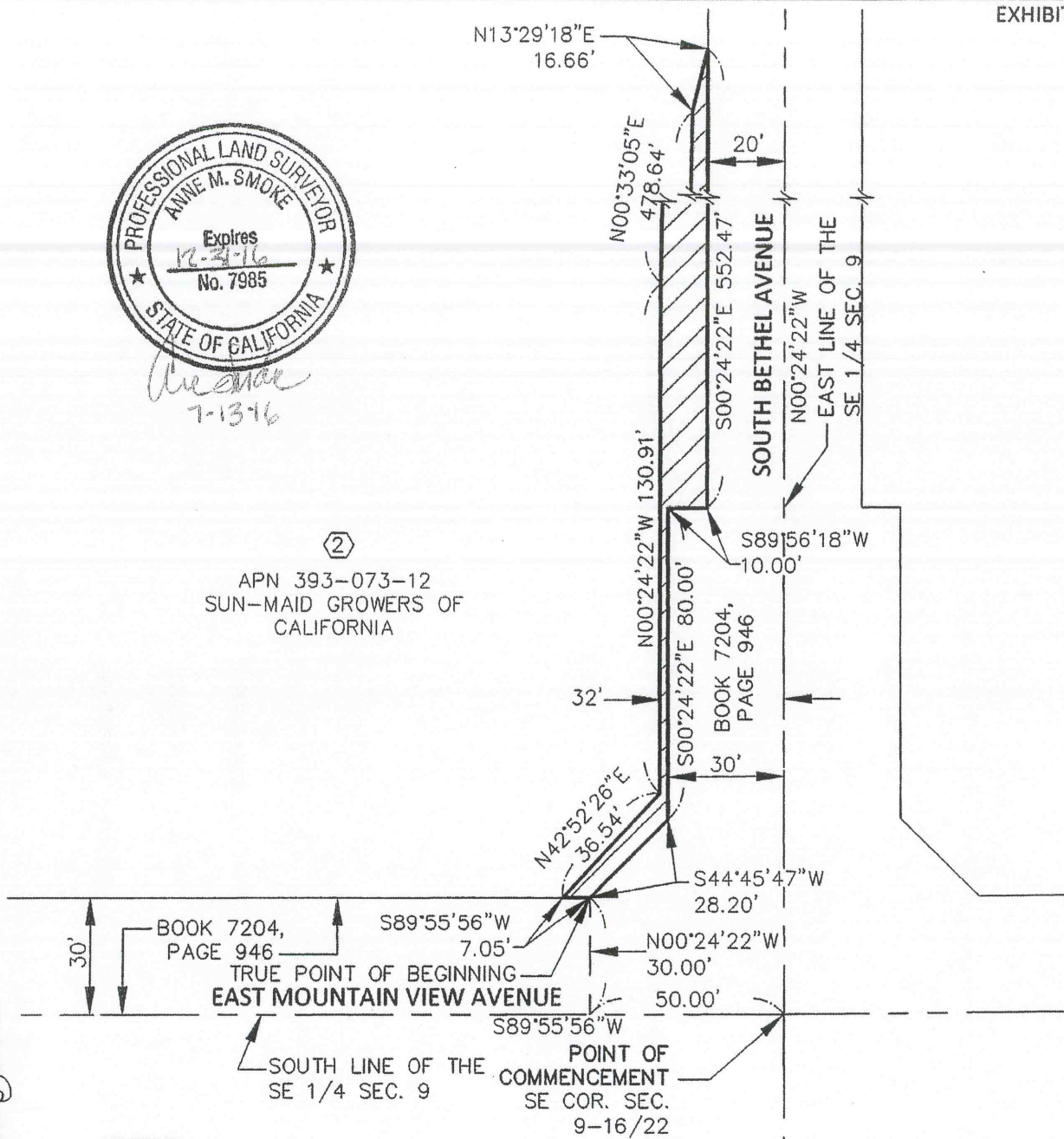




7-13-16

②

APN 393-073-12
SUN-MAID GROWERS OF
CALIFORNIA

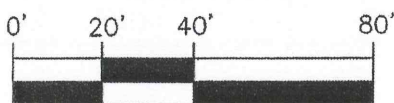


LEGEND



AREA OF RIGHT-OF-WAY TO BE
GRANTED TO THE COUNTY OF FRESNO
CONSISTING OF APPROXIMATELY 4,888
SQUARE FEET.

GRAPHIC SCALE



(IN FEET)

1 inch = 40 ft.

RIGHT-OF-WAY EXHIBIT
SUN-MAID GROWERS OF CALIFORNIA
12765 S. BETHEL AVENUE
FRESNO COUNTY, CA

DRAWN BY:
AMS

DATE:
7-13-16

MINNEY
SURVEYING

17137 ROAD 37
MADERA, CA 93636
(559) 322-8235
www.minneysurveying.com

Parcel 2, APN 393-073-12

Permanent Right-of-Way: \$2,700

Fund: 0010

Subclass: 11000

Org: 4510

Account: 8110

Program: 91267

Temporary Construction Permit: N/A

Fund: 0010

Subclass: 11000

Org: 4510

Account: 8110

Program: 91276

GRANTOR:	<u>Sun-Maid Growers of California, a California nonprofit agricultural cooperative corporation</u>	PROJECT:	<u>Bethel Ave and Mt. View Ave Traffic Signal Project</u>
ADDRESS:	<u>12774 South Bethel Avenue Selma, CA 93662-9743 APN: 393-072-22</u>	PARCEL:	<u>3</u>
		DATE:	<u>1-26-17</u>
			Federal Project ID No.: HSIPL-5942(243)

RIGHT OF WAY CONTRACT

An easement deed to the County of Fresno from the Grantor(s) has been executed and delivered to the Design Division of the County of Fresno Department of Public Works and Planning.

In consideration of which, and the other consideration hereinafter set forth, it is mutually agreed as follows:

1. The Grantor(s) has title to the property, described in Exhibit "A" and shown on Exhibit B attached, hereto and incorporated herein by reference; and the full authority to sign the above-mentioned document.
2. The parties herein have set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
3. The County shall pay the undersigned Grantor(s) the sum of **SEVEN THOUSAND THREE HUNDRED FIFTY DOLLARS (\$7,350.00)** for the property or interest conveyed by the above document(s) when title to said property or interest vests in the County. The County shall pay all recording fees, if any.
4. This transaction will be processed through an internal escrow by the County of Fresno, Department of Public Works and Planning, Design Division, 2220 Tulare Street, Sixth Floor, Fresno, CA 93721.
5. The County reserves the right to accept title to the property interest to be acquired by County herein subject to certain defects in any or all matters of record title to the property. In return for Grantor(s) receiving the total sum as stated in Clause 3, the undersigned Grantor(s) covenants and agrees to indemnify and hold the County of Fresno harmless from any and all claims and demands third parties may make or assert and causes of action third parties may bring which arise out of or are in connection with the foregoing defects in title to the property. The Grantor's obligation herein to indemnify and hold harmless the County shall not exceed the amount paid to the Grantor(s) under this contract.
6. Permission is hereby granted to the County of Fresno, its contractors, agents or assigns, to enter upon Grantor's property during the period of construction for the purpose of constructing the public improvement and accomplishing all necessary incidents thereto.
7. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the County, including

the right to remove and dispose of improvements, shall commence 60 days from the Board of Supervisor's approval of this Right of Way Contract or the date the deed is recorded, whichever occurs first, and that the amount shown in Clause 3 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

8. Clause 3 above includes payment for the replacement of improvements such as fencing and/or irrigation facilities that are within the area being acquired for this project and must be replaced in order to proceed with the construction of the project. If Grantor(s) does not replace said items, County may install temporary fencing on Grantor's property lying immediately adjacent to the new right of way line, if necessary, to hold in livestock during construction of the road project, and/or plug the irrigation line(s) at Grantors' property line. Grantor(s) hereby agrees to allow the County access to their remaining property to perform said work and that the cost for said work shall be billed to and paid for by Grantor(s).

9. Grantor(s) agrees to hold the County harmless and reimburse the County for any and all losses and expenses as to the property being acquired hereunder occasioned by reason of any lease of said property held by any tenant of grantor(s).

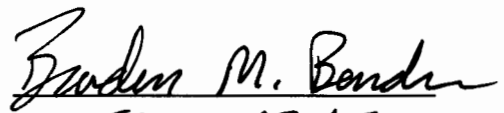
10. The sum set forth in Clause 3 above includes full payment for the following:

A Road Easement, containing $\pm 4,250$ square feet of land and cost-to-cure items (grapevine remediation).

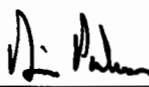
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Sun-Maid Growers of California,
a California nonprofit agricultural cooperative corporation

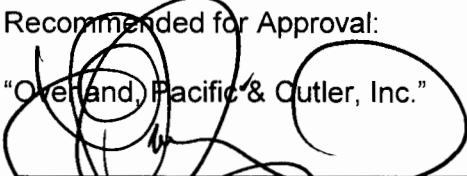
By: 
Barry F. Kriebel, President

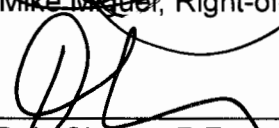
By: 
Gordon M. Bender
CFO + VP of Finance

COUNTY OF FRESNO

By: 
Brian Pacheco, Chairman
Board of Supervisors

By: 
Steven E. White, Director
Department of Public Works and Planning

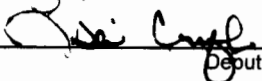
Recommended for Approval:
"Overland, Pacific & Cutler, Inc."
By: 
Mike Miguel, Right-of-Way Agent

By: 
Dale Siemer, P.E.
Supervising Engineer

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

ATTEST:

BERNICE E. SEIDEL, Clerk
Board of Supervisors

By: 
Deputy

**INTERSECTION OF BETHEL &
MOUNTAIN VIEW AVENUES**

**Parcel 3
Portion of APN 393-072-22**

**EXHIBIT "A"
LEGAL DESCRIPTION**

That portion of the West half of the Southwest quarter of the Southwest quarter of Section 10, Township 16 South, Range 22 East, Mount Diablo Base and Meridian, situated in the County of Fresno, State of California, more particularly described as follows:

COMMENCING for reference at the Southwest corner of said Section 10; thence, along the South line of the Southwest quarter of said Section 10, North 89°29'04" East, 50.00 feet to a point on a line parallel with and 50.00 feet East of the West line of the Southwest quarter of said Section 10; thence along said parallel line, North 00°24'22" West 30.00 feet to an angle point in the Northerly line of the parcel granted to the County of Fresno in the document recorded February 20, 1979 in Book 7223, Page 97 as Document No. 20334, Official Records of Fresno County, said point being the **TRUE POINT OF BEGINNING**;

Thence, along the Northeasterly line of said parcel granted to the County of Fresno, North 45°27'39" West, 28.26 feet to an angle point in the Easterly line of said parcel granted to the County of Fresno;

Thence, along the Easterly line of said parcel granted to the County of Fresno, North 00°24'22" West, 41.54 feet;

Thence, South 11°41'53" East, 33.59 feet;

Thence, South 42°52'26" East, 38.68 feet to a point on the Northerly line of said parcel granted to the County of Fresno;

Thence, along the Northerly line of said parcel granted to the County of Fresno, South 89°29'04" West, 12.69 feet to the **TRUE POINT OF BEGINNING**.

TOGETHER WITH:

That portion of the West half of the Southwest quarter of the Southwest quarter of Section 10, Township 16 South, Range 22 East, Mount Diablo Base and Meridian, situated in the County of Fresno, State of California, more particularly described as follows:

COMMENCING for reference at the Southwest corner of said Section 10; thence, along the West line of the Southwest quarter of said Section 10, North 00°24'22" West, 130.00 feet; thence, North 89°29'04" East, 20.00 feet to an angle point in the Easterly line of the parcel granted to the County of Fresno in the document recorded February 20, 1979 in Book 7223,

Page 97 as Document No. 20334, Official Records of Fresno County, said point being the **TRUE POINT OF BEGINNING**;

Thence, along the Easterly line of said parcel granted to the County of Fresno,
North 00°24'22" West, 552.26 feet;

Thence, South 13°29'18" East, 17.67 feet;

Thence, South 01°02'55" East, 535.06 feet to an angle point in the Easterly line of said parcel
granted to the County of Fresno;

Thence, along the Easterly line of said parcel granted to the County of Fresno,
South 89°29'04" West, 10.00 feet to the **TRUE POINT OF BEGINNING**.

Consisting of approximately 4,250 square feet, more or less.



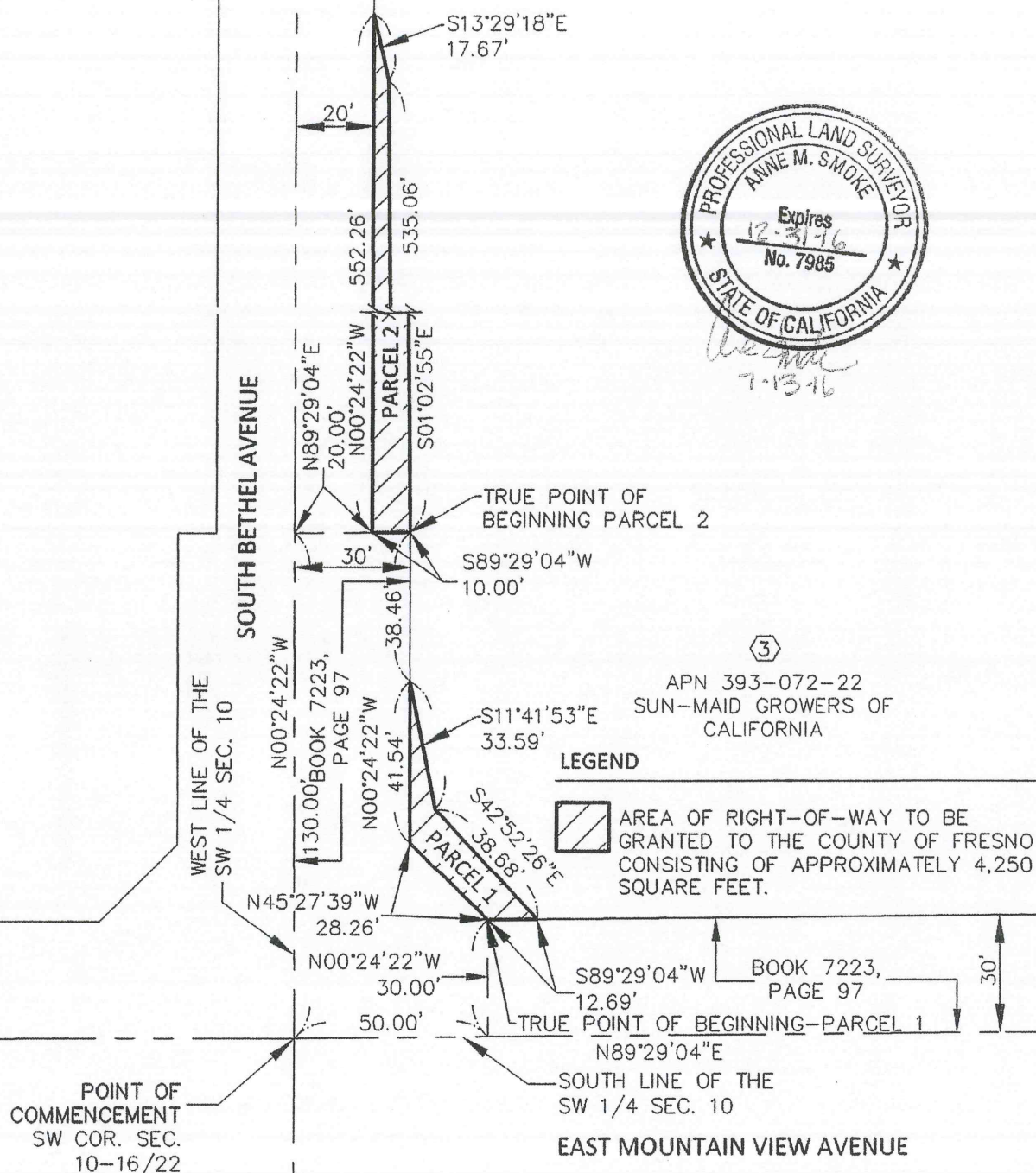
Anne M. Smoke, PLS 7985

Lic. Exp. 12/31/2016

7-13-16

Date





DRAWN BY:
AMS

DATE:
7-13-16

MINNEY
SURVEYING

17137 ROAD 37
 MADERA, CA 93636
 (559) 322-8235
www.minneysurveying.com

Parcel 3, APN 393-072-22

Permanent Right-of-Way: \$7,350

Fund: 0010

Subclass: 11000

Org: 4510

Account: 8110

Program: 91267

Temporary Construction Permit: N/A

Fund: 0010

Subclass: 11000

Org: 4510

Account: 8110

Program: 91276