

GRANTOR:	<u>Teresa Buchanan,</u>	PROJECT:	<u>CSA 30 & 32</u>
	<u>c/o G & S Farms</u>	LIMITS:	<u>Groundwater Project</u>
ADDRESS:	<u>P.O. Box 276</u>	PARCEL:	<u>1</u>
	<u>Cantua Creek, CA 93608</u>	DATE:	<u>11-16-16</u>
	<u>APN: 038-231-04S</u>		

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 \$2,500.00 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: 0.1239 acre pipeline easement, 0.0760 acre access easement, 0.2180 acre temporary construction permit, and severance damages to the remainder, if any.

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

Date: 11/16/16

Tanya Weston
Tanya Weston

Teresa Buchanan
Teresa Buchanan

Sheryl Imamura
Sheryl Imamura

Tammy Jo Hoffman
Tammy Jo Hoffman, Trustee

Susan Rusconi
Susan Rusconi

ATTEST:
BERNICE E. SEIDEL, Clerk
Board of Supervisors
By: Bernice E. Seidel
Deputy

COUNTY OF FRESNO

By: Brian Pacheco
Brian Pacheco, Chairman
Board of Supervisors

Recommended for Approval:

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

By: Dale Siemer
Dale Siemer, P.E.
Supervising Engineer

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

**CSA 30 & 32 WATER
CONSOLIDATION
Clarkson Ave., w/o San Mateo Ave.**

**Parcel 01A
Portion of APN 038-231-04S**

Exhibit 'A'

That portion of the Southwest Quarter of Section 27, Township 16 South, Range 15 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, described as follows:

COMMENCING at the Southwest corner of Outlot 'C' of Cantua Creek Subdivision No. 1, as recorded December 18, 1981 in Volume 39 of Plats at Pages 23 and 24, Fresno County Records, said point of Commencing being also the intersection of the East line of the Southwest Quarter of said Southwest Quarter and the North line of the South 30 feet of said Southwest Quarter of Section 27; thence, along the West line of said Subdivision, North 00°01'10.5" West, a distance of 70.00 feet to the TRUE POINT OF BEGINNING;

- 1) Thence, Leaving said West line, North 89°59'26" West, parallel with the South line of said Southwest Quarter of Section 27, a distance of 12.00 feet;
- 2) Thence, North 00°01'10.5" West, a distance of 450.00 feet;
- 3) Thence, South 89°59'26 East, a distance of 12.00 feet to the West line of said Subdivision;
- 4) Thence, along said West line, South 00°01'10.5" East, a distance of 450.00 feet the TRUE POINT OF BEGINNING.

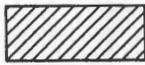
Containing 0.124 acre of land, more or less.



T. 16 S., R. 15 E., M.D.B. & M.
EXHIBIT 'B'



LEGEND



= WATER PIPELINE EASEMENT
AREA = 5,400 S.F.



RECORD EASEMENT FOR
PUBLIC WATER TANK TO
THE COUNTY OF FRESNO



TERESA DIANE
BUCHANAN AND TAMMY
JO HOFFMAN, TRS., et
al

038-231-04S

LINE TABLE		
LINE	LENGTH	BEARING
L1	12.00'	N89°59'26"W
L2	450.00'	N00°01'10.5"W

NORTH LINE OF THE
SOUTH 30 FEET OF THE
SOUTHWEST QUARTER OF
SECTION 27

S89°59'26"E
12.00'

EAST LINE OF THE
SOUTHWEST QUARTER OF
SECTION 27, ALSO THE
WEST LINE OF CANTUA
CREEK SUBDIVISION NO. 1

OUTLOT "A"

L2

S00°01'10.5"E

450.00'

P.O.B.

N00°01'10.5"W

70.00"

P.O.C.

L1

(A)

DOMENGINE AVENUE

CANTUA CREEK SUBDIVISION NO. 1

R/W

30'

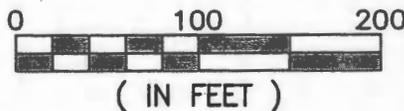
CLARKSON AVENUE

S89°59'26"E

SECTION LINE

3/4 MILE TO SAN MATEO AVENUE

NAME:	DATE:
DRAWN: GMEDINA	11/02/16
CHECKED: JDONMYER	11/02/16
REVISION: XX	00/00/00



DEPARTMENT OF PUBLIC WORKS AND PLANNING

CSA 30 & 32 WATER CONSOLIDATION
CLARKSON AVENUE

#NO. _____ SHFFT N.O. 1 OF 1

**CSA 30 & 32 WATER
CONSOLIDATION
Clarkson Ave., w/o San Mateo Ave.**

**Parcel 01B
Portion of APN 038-231-04S**

Exhibit 'A'

That portion of the Southwest Quarter of Section 27, Township 16 South, Range 15 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, described as follows:

COMMENCING at the Southwest corner of Outlot 'C' of Cantua Creek Subdivision No. 1, as recorded December 18, 1981 in Volume 39 of Plats at Pages 23 and 24, Fresno County Records, said point of Commencing being also the intersection of the East line of the Southwest Quarter of said Southwest Quarter and the North line of the South 30 feet of said Southwest Quarter of Section 27; thence, along said North line, North 89°59'26" West, a distance of 60.00 feet to the Southwest corner of that Parcel of land as described in 'Grant of Easement' Recorded December 04, 2001, Document No. 010178732 of Official Records Fresno County, said point being the TRUE POINT OF BEGINNING;

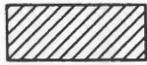
- 1) Thence, leaving said North line, along the West line of said Parcel of land, North 00°01'11" West, a distance of 70.00 feet;
- 2) Thence, along the North line of said Parcel of land, South 89°59'26" East, a distance of 48.00 feet;
- 3) Thence, leaving said North line, North 00°01'10.5" West, parallel with and 12 feet West of the West line of said Cantua Creek Subdivision, a distance of 70.46 feet;
- 4) Thence, South 45°44'34" West, a distance of 83.75 feet;
- 5) Thence, South 00°01'11" East, a distance of 82.00 feet to the North line of the South 30 feet of said Southwest Quarter of Section 27;
- 6) Thence, along said North line, South 89°59'26" East, a distance of 12.00 feet the TRUE POINT OF BEGINNING.

Containing 0.076 acre of land, more or less.



T. 16 S., R. 15 E., M.D.B. & M.
EXHIBIT 'B'

LEGEND



= ACCESS EASEMENT
AREA = 3,314 S.F.



RECORD EASEMENT FOR
PUBLIC WATER TANK TO
THE COUNTY OF FRESNO



TERESA DIANE
BUCHANAN AND TAMMY
JO HOFFMAN, TRS., et
al 038-231-04S

LINE TABLE		
LINE	LENGTH	BEARING
L1	60.00'	N89°59'26"W
L2	48.00'	S89°59'26"E
L3	70.00'	N00°01'11"W
L4	12.00'	S89°59'26"E
L5	82.00'	S00°01'11"E
L6	83.75'	S45°44'34"W
L7	70.46'	N00°01'10.5"W



NORTH LINE OF THE
SOUTH 30 FEET OF THE
SOUTHWEST QUARTER OF
SECTION 27

R/W

30' **CLARKSON AVENUE** S89°59'26"E SECTION LINE L4 P.O.B. 3/4 MILE TO SAN MATEO AVENUE

EAST LINE OF THE SW1/4
OF THE SW1/4 OF
SECTION 27, ALSO THE
WEST LINE OF CANTUA
CREEK SUBDIVISION NO. 1

OUTLOT "A"

N00°01'10.5"W

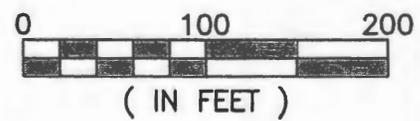
DOMENIGNE AVENUE

CANTUA CREEK SUBDIVISION NO. 1

OUTLOT "C"

P.O.C.

NAME:	DATE:
DRAWN: GMEDINA	11/02/16
CHECKED: JDONMYER	11/02/16
REVISION: XX	00/00/00



DEPARTMENT OF PUBLIC WORKS AND PLANNING
CSA 30 & 32 WATER CONSOLIDATION
CLARKSON AVENUE
#NO. SHEET NO. 1 OF 1

Permanent Right-of-Way: \$2,200

Fund: 0820

Subclass: 16000

Org: 9172

Account: 8110

Program: 91293

Activity Code: 4755

Temporary Construction Permit: \$300

Fund: 0820

Subclass: 16000

Org: 9172

Account: 8110

Program: 91293

Activity Code: 4769