

GRANTOR: <u>Kings River Conservation District,</u>	PROJECT: <u>BPMP - Scour</u>
<u>A Public District</u>	LIMITS: <u>Mitigation Project</u>
ADDRESS: <u>None</u>	PARCELS: <u>3 & 5</u>
	DATE: <u>11-6-17</u>
APN: 004-010-021	Federal Project ID: BPMP 5942(240)

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 Exhibits "A" and "A-1", and shown on Exhibits "B" and "B-1" 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 \$10,700.00 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 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:
0.595 acre permanent maintenance easement and severance damages to the remainder, if any.

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

Kings River Conservation District

By: Paul N. Packer

Its: GENERAL MANAGER

COUNTY OF FRESNO

ATTEST:
BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California

By: [Signature] Deputy

By: [Signature]
Sal Quintero, Chairperson
Board of Supervisors

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

Recommended for Approval:

Paragon Partners, Ltd.

By: [Signature]
Jeremy Nied
Right-of-Way Agent

By: [Signature]
Dale Siemer, P.E.
Supervising Engineer

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

**BPMP Scour Mitigation – Fresno
Slough Bridge at Excelsior Avenue**

**Parcel 3
Portion of APN 004-010-21**

Exhibit A

That portion of the Northeast Quarter of Section 5, Township 18 South, Range 19 East, Mount Diablo Base and Meridian, in the County of Kings, State of California, described as follows:

COMMENCING at the Northwest corner of said Section 5; thence, along the North line of said Section 5, North $88^{\circ}44'57''$ East, a distance of 4658.88 feet; thence, South $01^{\circ}15'03''$ East, a distance of 30.00 feet to the South line of the North 30 feet of said Section 5 said point being the TRUE POINT OF BEGINNING, thence,

- 1) Parallel with and 30 feet South of the North line of said Section 5, North $88^{\circ}44'57''$ East, a distance of 185.20 feet to the Westerly line of the Right of way line of Zalza Reclamation District's Levee; thence,
- 2) Along said Westerly line, South $07^{\circ}09'00''$ East, a distance of 59.80 feet; thence,
- 3) South $88^{\circ}44'57''$ West, a distance of 191.44 feet; thence
- 4) North $01^{\circ}09'49''$ West, a distance of 59.48 feet to the TRUE POINT OF BEGINNING

Containing 0.257 acres of land, more or less



LEGEND



RIGHT OF WAY
ACQUISITION TO
COUNTY OF FRESNO

T. 18 S., R. 19 E., M.D.B. & M.

EXHIBIT B
PARCEL 3

31 | 32 T 17 S, R 19 E
6 | 5 T 18 S, R 19 E

T 17 S, R 19 E 32 | 33
T 18 S, R 19 E 5 | 4

W. EXCELSIOR AVENUE

GRANTLAND AVENUE

N 88°44'57" E 4658.88' POB N 88°44'57" E, 185.20' FRESNO COUNTY N 88°44'57" E 647.74'

S 01°15'03" E 30.00' N 01°09'49" W 59.48' S 88°44'57" W, 191.44' S 07°09'00" E 59.80'

3

004-010-21
KINGS RIVER CONSERVATION DISTRICT
A PUBLIC DISTRICT



WESTERLY RIGHT OF WAY
LINE OF ZALDA
RECLAMATION DISTRICT'S
LEVEE

FRESNO SLOUGH

NAME: DATE:

DRAWN: J DONMYER 09/27/17
CHECKED: G MEDINA 09/29/17
REVISION: XX 00/00/00



DEPARTMENT OF PUBLIC WORKS AND PLANNING

BPMP SCOUR MITIGATION
FRESNO SLOUGH BRIDGE AT EXCELSIOR AVENUE

BRIDGE #NO.

**BPMP Scour Mitigation – Fresno
Slough Bridge at Excelsior Avenue**

**Parcel 5
Portion of APN 004-010-21**

Exhibit A

That portion of the Northeast Quarter of Section 5, Township 18 South, Range 19 East, Mount Diablo Base and Meridian, in the County of Kings, State of California, described as follows:

COMMENCING at the Northwest corner of said Section 5; thence, along the North line of said Section 5, North $88^{\circ}44'57''$ East, a distance of 4275.58 feet; thence, South $01^{\circ}15'03''$ East, a distance of 30.00 feet to the South line of the North 30 feet of said Section 5 said point being the TRUE POINT OF BEGINNING, thence,

- 1) Parallel with and 30 feet South of the North line of said Section 5, North $88^{\circ}44'57''$ East, a distance of 267.50 feet; thence,
- 2) South $01^{\circ}15'03''$ East, a distance of 55.00 feet; thence,
- 3) South $88^{\circ}44'57''$ West, a distance of 267.50 feet; thence
- 4) North $01^{\circ}15'03''$ West, a distance of 55.00 feet to the TRUE POINT OF BEGINNING

Containing 0.338 acres of land, more or less





LEGEND
RIGHT OF WAY
ACQUISITION TO
COUNTY OF FRESNO

T. 18 S., R. 19 E., M.D.B. & M.

EXHIBIT B
PARCEL 5

NAME:	DATE:
DRAWN: J DONMYER	09/29/17
CHECKED: G MEDINA	09/29/17
REVISION: XX	00/00/00



(IN FEET)



DEPARTMENT OF PUBLIC WORKS AND PLANNING

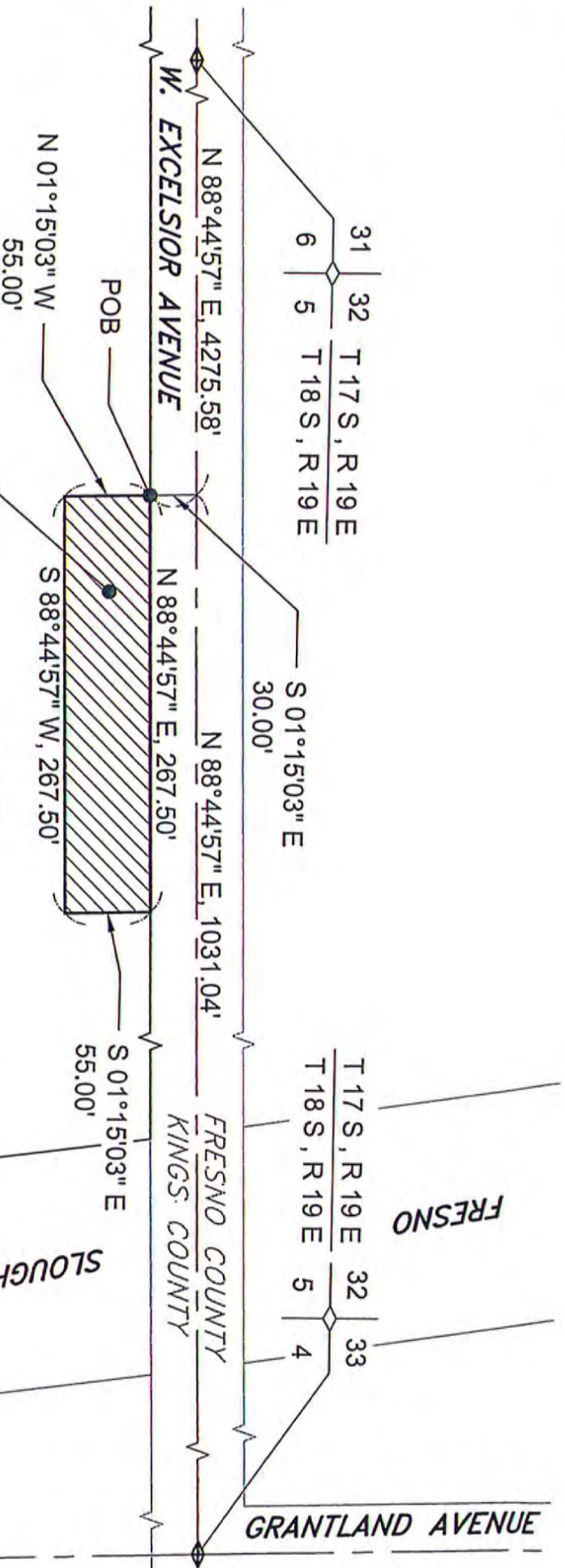
BPMP SCOUR MITIGATION
FRESNO SLOUGH OVERFLOW
BRIDGE AT EXCELSIOR AVENUE

BRIDGE #NO.

SHEET NO. 1

004-010-21
KINGS RIVER CONSERVATION DISTRICT
A PUBLIC DISTRICT

FRESNO
SLOUGH
OVERFLOW



Parcels 3 & 5; APN 004-010-021

Permanent Right-of-Way: \$10,700

Fund: 0010

Subclass: 11000

Org: 4510

Account: 8110

Program: 91267

Temporary Construction Permit: \$0

Fund: 0010

Subclass: 11000

Org: 4510

Account: 8110

Program: 91276

GRANTOR: <u>Terry Gilliland, a married man as</u>	PROJECT: <u>BPMP - Scour</u>
<u>his sole and separate property</u>	LIMITS: <u>Mitigation Project</u>
ADDRESS: <u>7751 S. Alta Ave.</u>	PARCEL: <u>6</u>
<u>Reedley, CA 93654</u>	DATE: <u>11-14-17</u>
APN: <u>373-070-52</u>	Federal Project ID: <u>BPMP 5942(240)</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 \$1,650.00 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

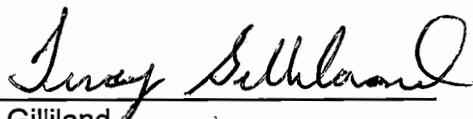
payment for such possession and use, including damages, if any, from said date.

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:
0.060 acre permanent maintenance easement and severance damages to the remainder, if any.

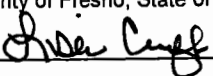
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.



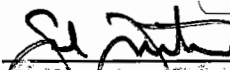
Terry Gilliland

COUNTY OF FRESNO

ATTEST:
BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California

By  Deputy

By:



Sal Quintero, Chairperson
Board of Supervisors

By:



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

Recommended for Approval:

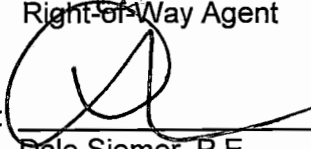
Paragon Partners, Ltd.

By:



Jeremy Nied
Right-of-Way Agent

By:



Dale Siemer, P.E.
Supervising Engineer

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

**BPMP Scour Mitigation – Traver
Channel Culvert at Alta Avenue**

**Parcel 6
Portion of APN 373-070-52**

Exhibit A

That portion of the Southeast Quarter of Section 18, Township 15 South, Range 24 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, described as follows:

COMMENCING at the Southeast corner of said Section 18; thence, along the East line of said Section 18, North 00°00'01" East, a distance of 1,686.03 feet; thence, North 89°59'59" West, a distance of 40.00 feet to the TRUE POINT OF BEGINNING, thence,

- 1) Parallel with and 40 feet West of the East line of said Section 18, North 00°00'01" East, a distance of 96.14 feet to the Centerline of Traver Channel; thence,
- 2) Along said Centerline of Traver Channel, South 38°46'04" West, a distance of 81.14 feet; thence,
- 3) Leaving said Centerline, South 49°49'12" East, a distance of 50.75 feet; thence,
- 4) South 89°21'21" East, a distance of 12.04 feet to the TRUE POINT OF BEGINNING

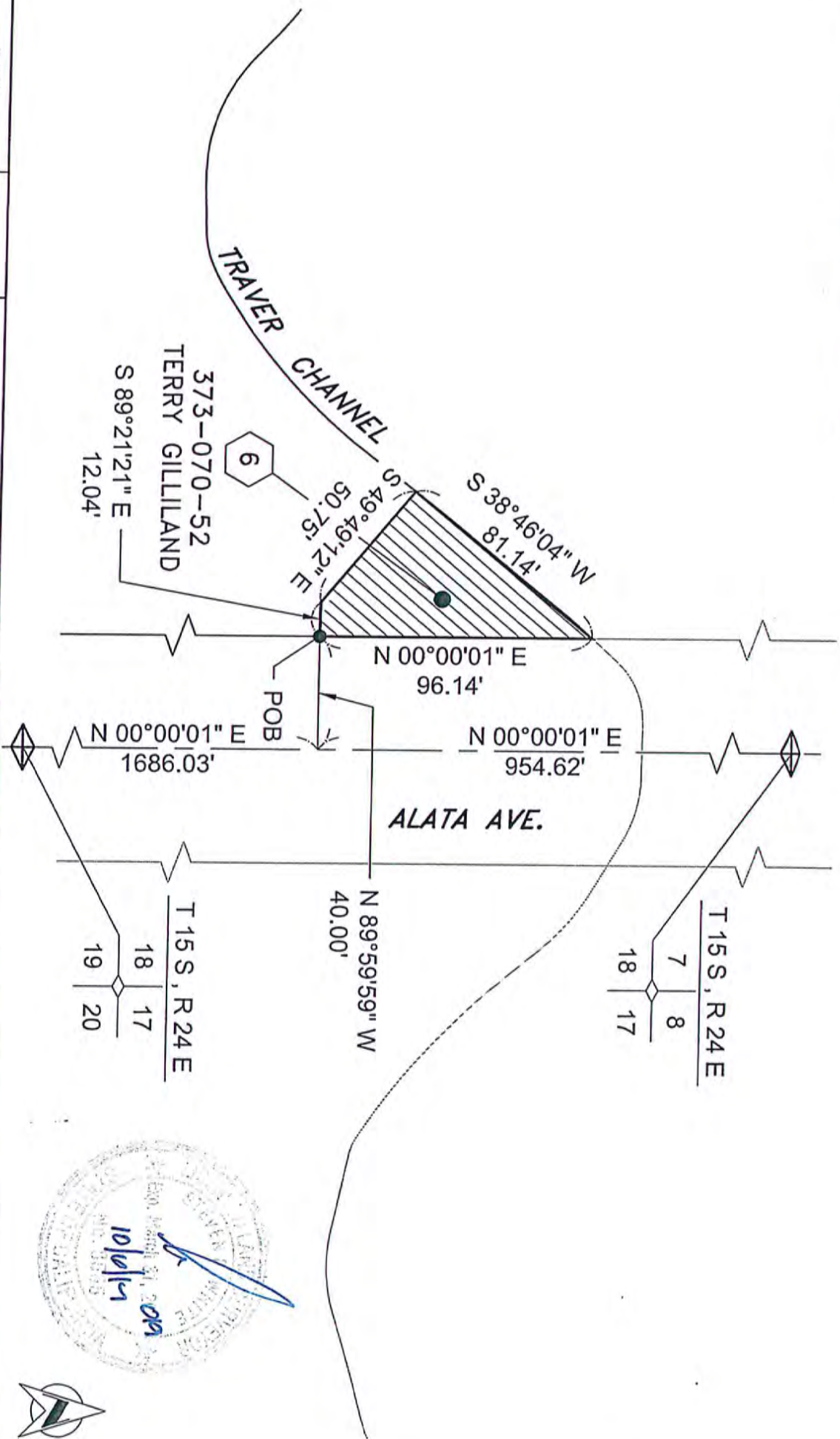
Containing 0.060 acres of land, more or less



LEGEND
 RIGHT OF WAY
 ACQUISITION TO
 COUNTY OF FRESNO

T. 15 S., R. 24 E., M.D.B. & M.

EXHIBIT B
 PARCEL 6



10/10/17
 10/10/17

NAME:

DATE:

DRAWN: J DONMYER

09/26/17

CHECKED: G MEDINA

09/29/17

REVISION: XX

00/00/00



DEPARTMENT OF PUBLIC WORKS AND PLANNING

BPM SCOUR MITIGATION
 TRAVER CHANNEL CULVERT
 AT ALTA AVENUE

BRIDGE #NO.

SHEET NO. 1

Parcel 6; APN 373-070-52

Permanent Right-of-Way: \$1,650

Fund: 0010

Subclass: 11000

Org: 4510

Account: 8110

Program: 91267

Temporary Construction Permit: \$0

Fund: 0010

Subclass: 11000

Org: 4510

Account: 8110

Program: 91276

GRANTOR: <u>Luis C. Mora and Bertha S. Mora,</u>	PROJECT: <u>BPMP - Scour</u>
<u>Trustees</u>	LIMITS: <u>Mitigation Project</u>
ADDRESS: <u>7529 S. Alta Ave.</u>	PARCEL: <u>7</u>
<u>Reedley, CA 93654</u>	DATE: <u>11-28-17</u>
APN: 373-070-48	Federal Project ID: BPMP 5942(240)

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 \$2,300.00 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

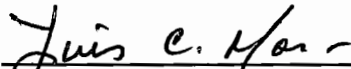
occurs first, and that the amount shown in Clause 3 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

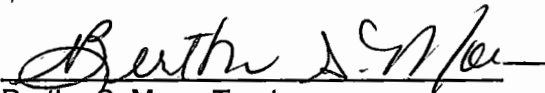
8. Clause 3 above includes payment for the replacement of improvements such as fencing and/or irrigation facilities that are within the area being acquired for this project and must be replaced in order to proceed with the construction of the project. If Grantor(s) does not replace said items, County 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:
0.085 acre permanent maintenance easement and severance damages to the remainder, if any.

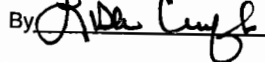
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.


Luis C. Mora, Trustee

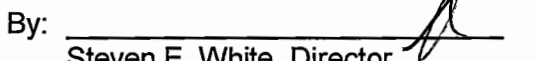

Bertha S. Mora, Trustee

COUNTY OF FRESNO

ATTEST:
BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California

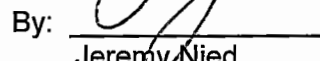
By:  Deputy

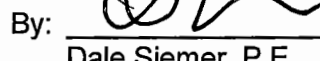
By: 
Sal Quintero, Chairperson
Board of Supervisors

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

Recommended for Approval:

Paragon Partners, Ltd.

By: 
Jeremy Nied
Right-of-Way Agent

By: 
Dale Siemer, P.E.
Supervising Engineer

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

**BPMP Scour Mitigation – Traver
Channel Culvert at Alta Avenue**

**Parcel 7
Portion of APN 373-070-48**

Exhibit A

That portion of the Southeast Quarter of Section 18, Township 15 South, Range 24 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, described as follows:

COMMENCING at the Southeast corner of said Section 18; thence, along the East line of said Section 18, North 00°00'01" East, a distance of 1782.17 feet; thence, North 89°59'59" West, a distance of 40.00 feet to the Centerline of Traver Channel said point being the TRUE POINT OF BEGINNING, thence,

- 1) Parallel with and 40 feet West of the East line of said Section 18, North 00°00'01" East, a distance of 55.14 feet; thence,
- 2) South 40°10'48" West, a distance of 123.24 feet; thence,
- 3) South 49°49'12" East, a distance of 37.57 feet to the Centerline of Traver Channel; thence,
- 4) Along the Centerline of said Traver Channel, North 38°46'04" East, a distance of 81.14 feet to the TRUE POINT OF BEGINNING

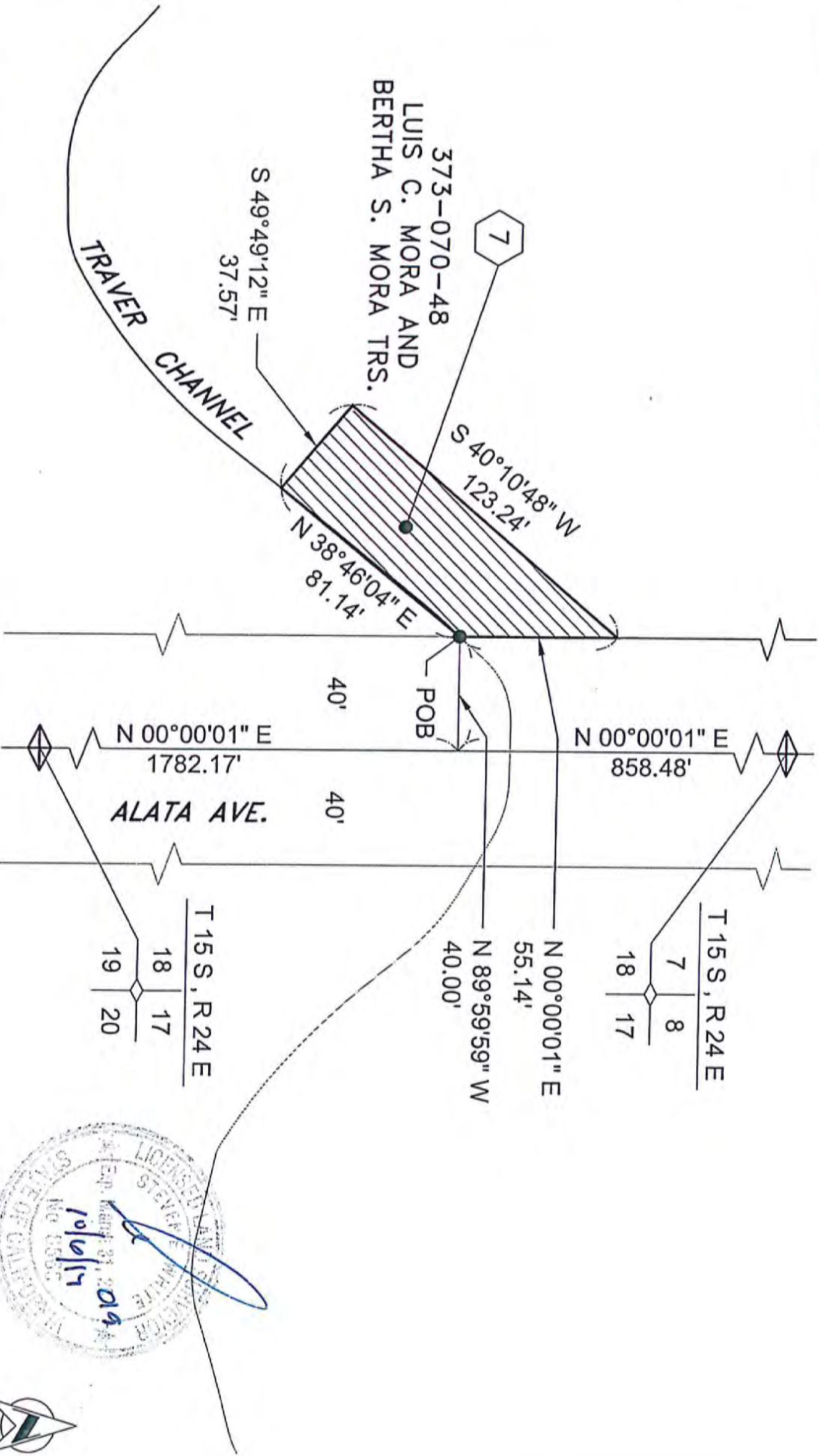
Containing 0.085 acres of land, more or less



LEGEND
 RIGHT OF WAY
 ACQUISITION TO
 COUNTY OF FRESNO

T. 15 S., R. 24 E., M.D.B. & M.

EXHIBIT B
 PARCEL 7



NAME:	DATE:
DRAWN: J DONMYER	09/22/17
CHECKED: G MEDINA	09/29/17
REVISION: XX	00/00/00



DEPARTMENT OF PUBLIC WORKS AND PLANNING
 BPMP SCOUR MITIGATION
 TRAVER CHANNEL CULVERT
 AT ALTA AVENUE
 BRIDGE #NO.
 SHEET NO. 1

Parcel 7; APN 373-070-48

Permanent Right-of-Way: \$2,300

Fund: 0010

Subclass: 11000

Org: 4510

Account: 8110

Program: 91267

Temporary Construction Permit: \$0

Fund: 0010

Subclass: 11000

Org: 4510

Account: 8110

Program: 91276

GRANTOR:	<u>Maria E. Moore, Trustee of the</u>	PROJECT:	<u>BPMP - Scour</u>
	<u>"M & E Moore Living Trust"</u>	LIMITS:	<u>Mitigation Project</u>
ADDRESS:	<u>7542 S. Alta Ave.</u>	PARCEL:	<u>9</u>
	<u>Reedley, CA 93654</u>	DATE:	<u>11-30-17</u>
	<u>APN: 373-070-68S</u>	Federal Project ID:	<u>BPMP 5942(240)</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 \$1,550.00 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:
0.057 acre permanent maintenance easement and severance damages to the remainder, if any.

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

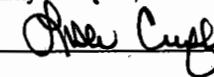


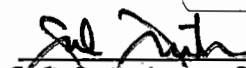
Maria Moore, Trustee

11-30-217

COUNTY OF FRESNO

ATTEST:
BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California

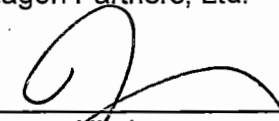
By  Deputy

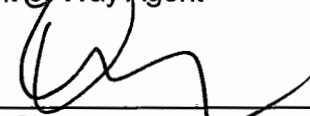
By: 
Sal Quintero, Chairperson
Board of Supervisors

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

Recommended for Approval:

Paragon Partners, Ltd.

By: 
Jeremy Nield
Right of Way Agent

By: 
Dale Siemer, P.E.
Supervising Engineer

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

**pBPMP Scour Mitigation – Traver
Channel Culvert at Alta Avenue**

**Parcel 9
Portion of APN 373-070-68S**

Exhibit A

That portion of Lot 5 lying Northerly of Traver Canal of A.W. Clark Colony, according to the Map thereof recorded in Book 4, Page 40 of Record of Surveys of Fresno County Records, in Section 17, Township 15 South, Range 24 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, described as follows:

COMMENCING at the Southwest corner of said Section 17; thence, along the West line of said Section 17, North 00°00'01" East, a distance of 1,789.03 feet; thence, leaving said West line, South 89°59'59" East, a distance of 40.00 feet to the TRUE POINT OF BEGINNING, thence,

- 1) Parallel with and 40 feet East of said West line, North 00°00'01" East, a distance of 45.70 feet; thence,
- 2) South 47°36'15" East, a distance of 76.71 feet; thence,
- 3) South 00°00'01" West, a distance of 48.24 feet to the Centerline of Traver Channel; thence,
- 4) Along said Centerline of Traver, North 46°13'52" West, a distance of 78.45 feet to the TRUE POINT OF BEGINNING

Containing 0.057 acres of land, more or less



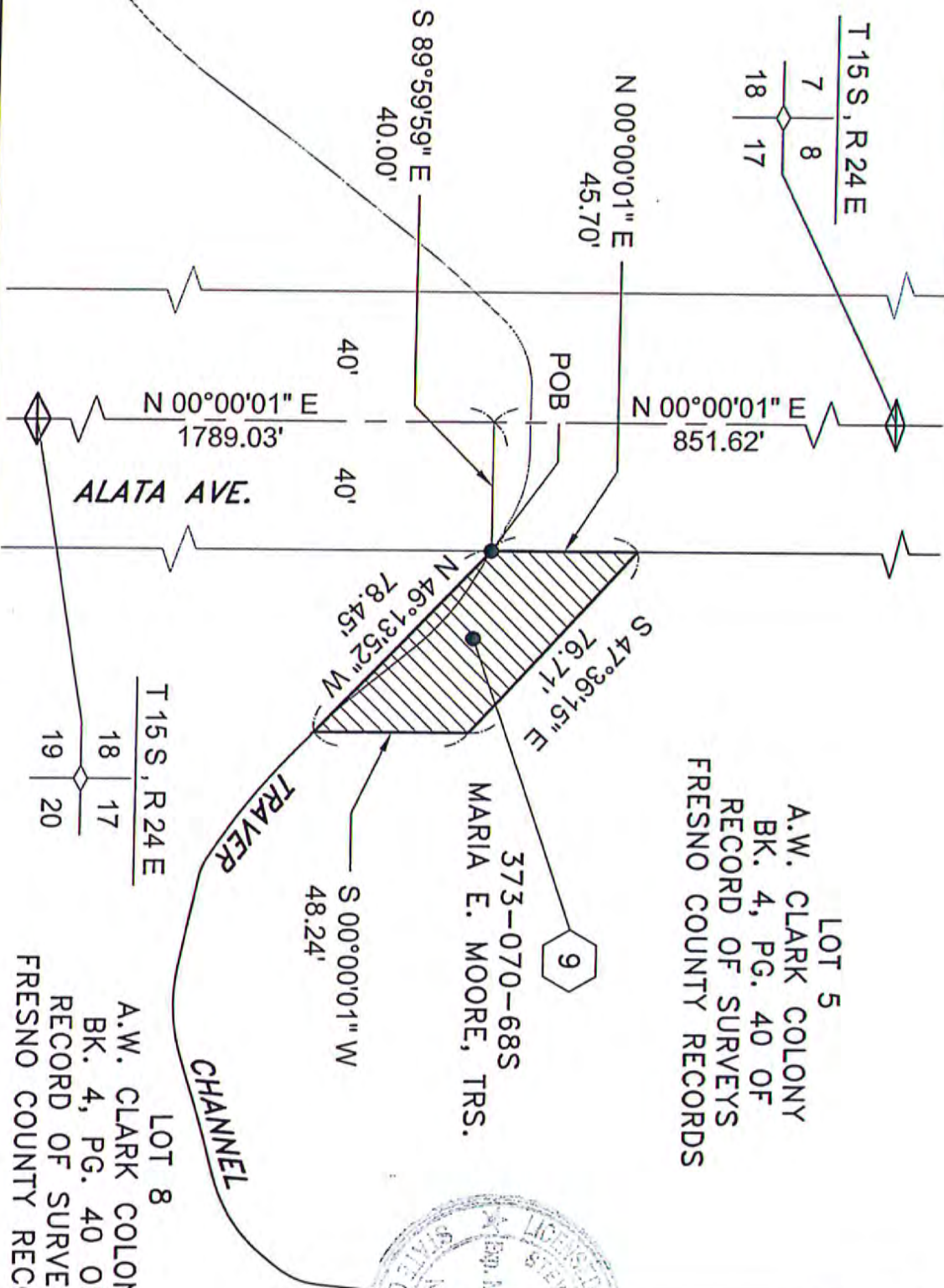


LEGEND
RIGHT OF WAY
ACQUISITION TO
COUNTY OF FRESNO

T. 15 S., R. 24 E., M.D.B.& M.

EXHIBIT B
PARCEL 9

LOT 5
A.W. CLARK COLONY
BK. 4, PG. 40 OF
RECORD OF SURVEYS
FRESNO COUNTY RECORDS



NAME:	DATE:
DRAWN: J DONMYER	09/26/17
CHECKED: G MEDINA	09/29/17
REVISION: XX	00/00/00



DEPARTMENT OF PUBLIC WORKS AND PLANNING
BPM SCOUR MITIGATION
TRAVER CHANNEL CULVERT
AT ALTA AVENUE
BRIDGE #NO.
SHEET NO. 1

Parcel 9; APN 373-070-68S

Permanent Right-of-Way: \$1,550

Fund: 0010

Subclass: 11000

Org: 4510

Account: 8110

Program: 91267

Temporary Construction Permit: \$0

Fund: 0010

Subclass: 11000

Org: 4510

Account: 8110

Program: 91276

GRANTOR:	<u>The Nakamura Family Trust,</u>	PROJECT:	<u>BPMP - Scour</u>
	<u>dated January 1, 1994</u>	LIMITS:	<u>Mitigation Project</u>
ADDRESS:	<u>7071 E. Dinuba Ave.</u>	PARCEL:	<u>10</u>
	<u>Fowler, CA 93625</u>	DATE:	<u>1-11-18</u>
	<u>APN: 348-120-20S</u>		<u>Federal Project ID: BPMP 5942(240)</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 \$7,100.00 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:
0.221 acre permanent maintenance easement and severance damages to the remainder, if any.

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

The Nakamura Family Trust

By: Iod Nakamura, Trustee

1/11/18

Its:

COUNTY OF FRESNO

ATTEST:
BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California

By: [Signature] Deputy

Recommended for Approval:

Paragon Partners, Ltd.

By: [Signature]
Sal Quintero, Chairperson
Board of Supervisors

By: [Signature]
Jeremy Nied
Right-of-Way Agent

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

By: [Signature]
Dale Siemer, P.E.
Supervising Engineer

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

**BPMP Scour Mitigation – Fowler
Switch Canal Bridge at Huntsman
Avenue**

**Parcel 10
Portion of APN 348-120-20S**

Exhibit A

That portion of Lot 27 of Map of Re-Survey of Brigg's Selma Tract, according to the Map thereof recorded in Book 20, Page 12 of Record of Surveys, Fresno County Records, in Section 35, Township 15 South, Range 21 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, described as follows:

COMMENCING at the Center Quarter corner of said Section 35; thence, along the South line of the Northwest Quarter of said Section 35, South $89^{\circ}11'50''$ West, a distance of 1255.62 feet; thence, leaving said South line, North $00^{\circ}48'10''$ West, a distance of 20.00 feet to the TRUE POINT OF BEGINNING, thence,

- 1) North $53^{\circ}03'34''$ East, a distance of 136.51 feet; thence,
- 2) South $62^{\circ}04'26''$ East, a distance of 110.83 feet; thence,
- 3) South $00^{\circ}48'10''$ East, a distance of 17.93 feet to the Northwest boundary line of that Parcel of land as described in Trust Transfer Deed, Recorded September 18, 2009, Document No. 2009-0129049 of Official Records Fresno County; thence,
- 4) Along said Northwest Boundary line, South $46^{\circ}46'50''$ West, a distance of 13.79 feet to the North line of the South 20 feet of said Northeast Quarter of Section 35; thence,
- 5) Along said North line, South $89^{\circ}11'50''$ West, a distance of 197.25 feet to the TRUE POINT OF BEGINNING

Containing 0.221 acres of land, more or less



LEGEND

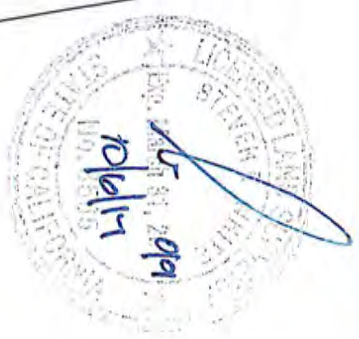
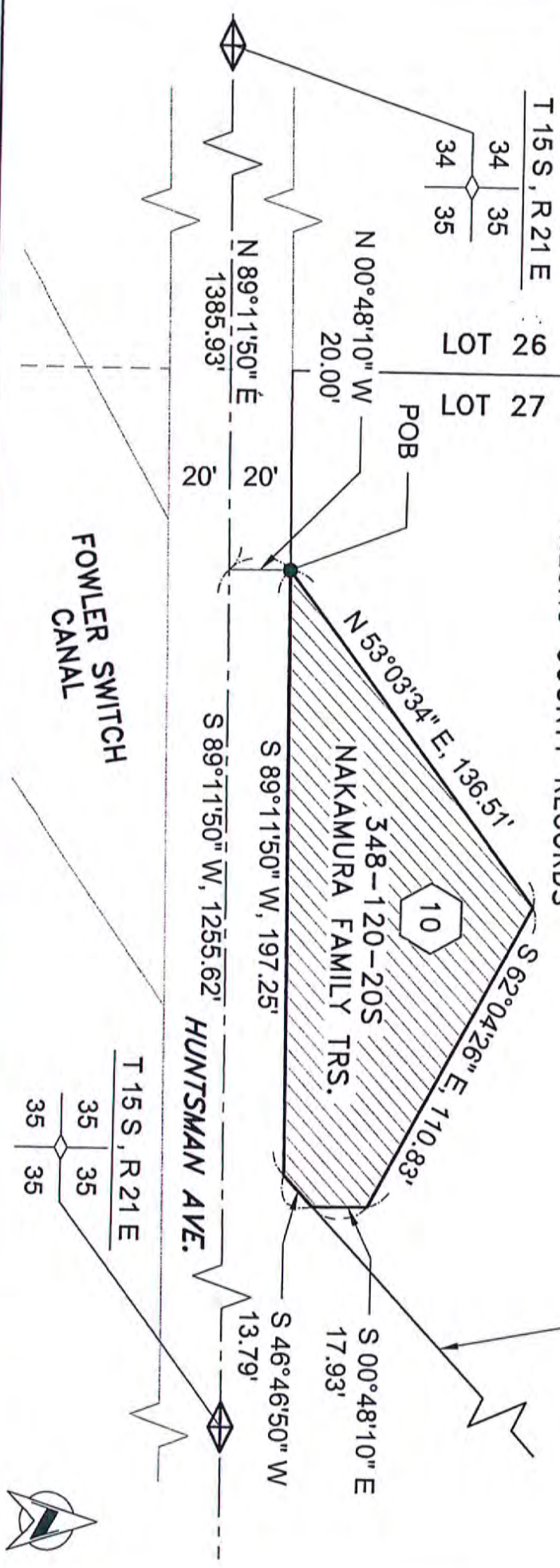
 RIGHT OF WAY
ACQUISITION TO
COUNTY OF FRESNO

T. 15 S., R. 21 E., M.D.B.& M.

**EXHIBIT B
PARCEL 10**

NORTHWEST BOUNDARY LINE OF THAT PARCEL OF LAND AS
DESCRIBED IN TRUST TRANSFER DEED, RECORDED
SEPTEMBER 18, 2009, DOCUMENT NO. 2009-0129049 OF
OFFICIAL RECORDS FRESNO COUNTY

RE-SURVEY OF BRIGGS SELMA TRACT
BK. 20, PG. 12 OF
RECORD OF SURVEYS
FRESNO COUNTY RECORDS



NAME:		DATE:	
DRAWN: J DONMYER		10/03/17	
CHECKED: G MEDINA		10/03/17	
REVISION: XX		00/00/00	

DEPARTMENT OF PUBLIC WORKS AND PLANNING	
BPMP SCOUR MITIGATION	
FOWLER SWITCH CANAL BRIDGE	
AT HUNTSMAN AVENUE	
BRIDGE #NO.	

Parcel 10; APN 348-120-20S

Permanent Right-of-Way: \$7,100

Fund: 0010

Subclass: 11000

Org: 4510

Account: 8110

Program: 91267

Temporary Construction Permit: \$0

Fund: 0010

Subclass: 11000

Org: 4510

Account: 8110

Program: 91276

GRANTOR: <u>Gail Ellen Geringer</u>	PROJECT: <u>BPMP - Scour</u>
	LIMITS: <u>Mitigation Project</u>
ADDRESS: <u>7081 E. Huntsman Ave.</u>	PARCEL: <u>11</u>
<u>Selma, CA 93662</u>	DATE: <u>11-15-17</u>
APN: 348-180-01	Federal Project ID: BPMP 5942(240)

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 \$750.00 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).

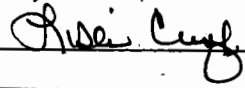
10. The sum set forth in Clause 3 above includes full payment for the following:
0.024 acre permanent maintenance easement and severance damages to the remainder, if any.

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

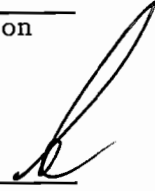

Gail Ellen Geringer

COUNTY OF FRESNO

ATTEST:
BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California

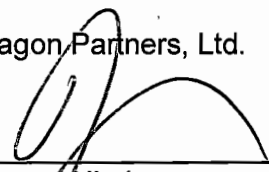
By  Deputy

By: 
Sal Quintero, Chairperson
Board of Supervisors

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

Recommended for Approval:

Paragon Partners, Ltd.

By: 
Jeremy Nied
Right of Way Agent

By: 
Dale Siemer, P.E.
Supervising Engineer

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

**BPMP Scour Mitigation – Fowler
Switch Canal Bridge at Huntsman
Avenue**

**Parcel 11
Portion of APN 348-180-01**

Exhibit A

That portion of Lot 38 and 39 of Brigg's Selma Tract, according to the Map thereof recorded in Volume 2 of Plats at Page 29 of Fresno County Records, in Section 35, Township 15 South, Range 21 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, described as follows:

COMMENCING at West Quarter corner of said Section 35; thence, along the North line of the Southwest Quarter of said Section 35, North $89^{\circ}11'50''$ East, a distance of 1369.54 feet; thence, leaving said North line, South $00^{\circ}48'10''$ East, a distance of 20.00 feet to the TRUE POINT OF BEGINNING, thence,

- 1) Along the South line of the North 20 feet of said Southwest Quarter, South $89^{\circ}11'50''$ West, a distance of 61.08 feet; thence,
- 2) South $00^{\circ}48'10''$ West, a distance of 33.69 feet to the Southeast boundary line of that Parcel of land as described in Gift Deed, Recorded May 17, 2013, Document No. 2013-0071647 of Official Records Fresno County ; thence,
- 3) Along said Southeast Boundary line, North $60^{\circ}18'51''$ East, a distance of 69.76 feet to the TRUE POINT OF BEGINNING

Containing 0.024 acres of land, more or less



LEGEND
 RIGHT OF WAY
 ACQUISITION TO
 COUNTY OF FRESNO

T. 15 S., R. 21 E., M.D.B. & M.

EXHIBIT B
 PARCEL 11

T 15 S, R 21 E

34 | 35
 34 | 35

S 89°11'50" W
 61.08'

N 89°11'50" E
 1369.54'

N 89°11'50" E
 1272.01'

T 15 S, R 21 E

35 | 35
 35 | 35

20' 20'

S 00°48'10" E
 20.00'

N 60°18'51" E
 69.76'

S 00°48'10" W
 33.69'

POB

348-180-01
 GAIL ELLEN GERINGER

11

LOT 39
 LOT 38

FOWLER SWITCH
 FOWLER CANAL

BRIGGS SELMA TRACT
 PLAT BK. 2, PG. 29

SOUTHEAST BOUNDARY LINE OF THAT PARCEL OF LAND
 AS DESCRIBED IN GIFT DEED, RECORDED MAY 17, 2013,
 DOCUMENT NO. 2013-0071647 OF OFFICIAL RECORDS
 FRESNO COUNTY



NAME:

DATE:

DRAWN: J DONMYER

09/21/17

CHECKED: G MEDINA

09/29/17

REVISION: XX

00/00/00



DEPARTMENT OF PUBLIC WORKS AND PLANNING

BPM SCOUR MITIGATION
 FOWLER SWITCH CANAL BRIDGE
 AT HUNTSMAN AVENUE

BRIDGE #NO.

SHEET NO. 1

Parcel 11; APN 348-180-01

Permanent Right-of-Way: \$750

Fund: 0010

Subclass: 11000

Org: 4510

Account: 8110

Program: 91267

Temporary Construction Permit: \$0

Fund: 0010

Subclass: 11000

Org: 4510

Account: 8110

Program: 91276

GRANTOR: <u>James W. Howell, Trustee</u>	PROJECT: <u>BPMP - Scour</u>
	LIMITS: <u>Mitigation Project</u>
ADDRESS: <u>None</u>	PARCELS: <u>13 & 14</u>
	DATE: <u>12-12-17</u>
APN: 063-090-60S	Federal Project ID: BPMP 5942(240)

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 Exhibits "A" & "A-1" and shown on Exhibits "B" & "B-1" 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 \$2,000.00 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).

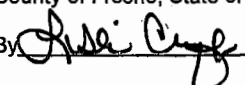
10. The sum set forth in Clause 3 above includes full payment for the following:
0.555 acre and 0.532 acre permanent maintenance easements and severance damages to the remainder, if any.

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


James W. Howell, Trustee
Robin M. Bourdeau, Trustee

COUNTY OF FRESNO

ATTEST:
BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California

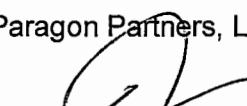
By:  Deputy

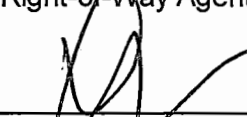
By: 
Saul Quintero, Chairperson
Board of Supervisors

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

Recommended for Approval:

Paragon Partners, Ltd.

By: 
Jeremy Med
Right-of-Way Agent

By: 
Dale Siemer, P.E.
Supervising Engineer

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

**BPMP Scour Mitigation – Los Gatos
Creek Bridge at Los Gatos Creek
Road**

**Parcel 13
Portion of APN 063-090-60S**

Exhibit A

Those portions of Section 35, Township 19 South, Range 13 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, described as follows:

COMMENCING at a Brass Cap Monument; thence, North $82^{\circ}53'52''$ West, a distance of 3,926.48 feet to the most Southeasterly corner of the bridge headwall, said Southeasterly corner being South $66^{\circ}47'02''$ East, a distance of 73.72 feet from the most Westerly corner of the bridge headwall, thence, North $73^{\circ}06'40''$ East, a distance of 133.91 feet to the TRUE POINT OF BEGINNING, thence,

- 1) North $14^{\circ}57'25''$ West, a distance of 45.72 feet; thence,
- 2) North $82^{\circ}55'22''$ West, a distance of 143.60 feet; thence,
- 3) South $60^{\circ}45'43''$ West, a distance of 54.57 feet; to the existing County of Fresno Right of Way line, per resolution of the Board of Supervisors of the County of Fresno, Recorded April 9, 1925, in Book 547, Page 462 of Official Records Fresno County; thence,
- 4) Along said existing County of Fresno Right of Way line, Southeasterly along a non-tangent curve concave to the South, having a radius of 163.91 feet, to which point a radial line bears North $10^{\circ}33'41''$ East, a central angle of $10^{\circ}43'53''$, a distance of 30.70 feet; thence,
- 5) South $67^{\circ}52'10''$ East, a distance of 59.41 feet; thence,
- 6) Southeasterly along a tangent curve concave to the North, having a radius of 181.09 feet, a central angle of $37^{\circ}51'46''$, a distance of 119.67 feet to the TRUE POINT OF BEGINNING

Together with:

COMMENCING at a Brass Cap Monument; thence, North $82^{\circ}53'52''$ West, a distance of 3,926.48 feet to the most Southeasterly corner of the bridge headwall, said Southeasterly corner being South $66^{\circ}47'02''$ East, a distance of 73.72 feet from the most Westerly corner of the bridge headwall, thence, South $71^{\circ}44'42''$ East, a distance of 91.19 feet to the TRUE POINT OF BEGINNING, thence,

- 1) Along said existing County of Fresno Right of Way line, Westerly along a non-tangent curve concave to the North, having a radius of 241.09 feet, to which point a radial line bears South $02^{\circ}33'10''$ East, a central angle of $23^{\circ}46'38''$, a distance of 100.05 feet; thence,
- 2) North $67^{\circ}52'10''$ West, a distance of 59.41 feet; thence,
- 3) Northwesterly along a tangent curve concave to the South, having a radius of 103.91 feet, a central angle of $62^{\circ}00'57''$, a distance of 112.47 feet; thence,

- 4) Leaving said existing County of Fresno Right of Way line, South 63°32'05" East, a distance of 173.77 feet; thence,
- 5) South 88°52'30" East, a distance of 102.79 feet; thence,
- 6) North 01°07'31" East, a distance of 60.38 feet to the TRUE POINT OF BEGINNING

Containing 0.555 acres of land, more or less





**MAINTENANCE EASEMENT TO
THE COUNTY OF FRESNO**

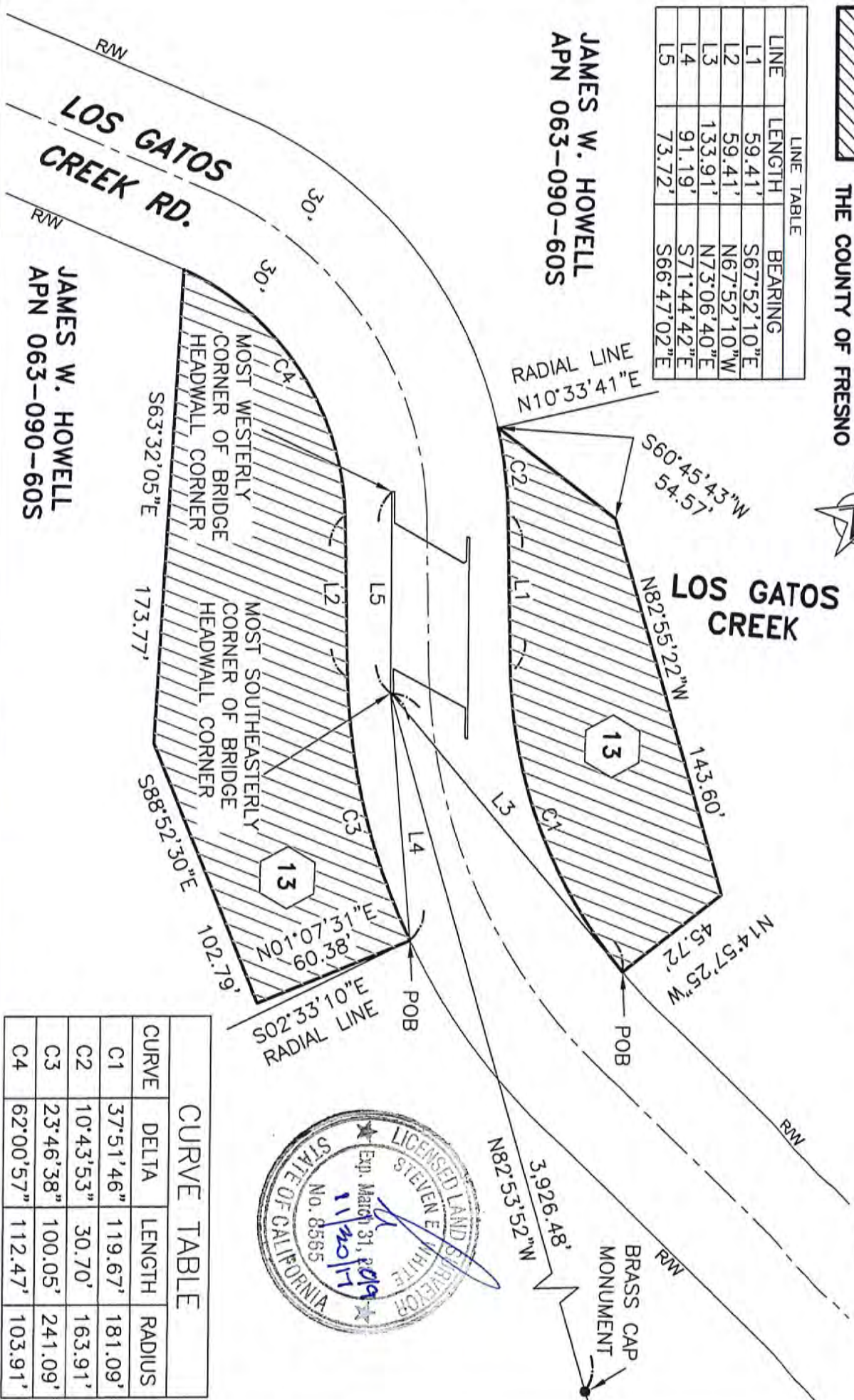


T. 19 S., R. 13 E., M.D.B.& M.

**EXHIBIT B
PARCEL 13**

LINE TABLE		
LINE	LENGTH	BEARING
L1	59.41'	S67°52'10"E
L2	59.41'	N67°52'10"W
L3	133.91'	N73°06'40"E
L4	91.19'	S71°44'42"E
L5	73.72'	S66°47'02"E

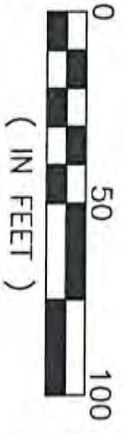
**JAMES W. HOWELL
APN 063-090-60S**



**JAMES W. HOWELL
APN 063-090-60S**

NAME: DATE:

DRAWN: GMEIDINA	5/4/17
CHECKED: GMEIDINA	5/4/17
REVISION: XX	00/00/00



DEPARTMENT OF PUBLIC WORKS AND PLANNING

**BPMP SCOUR MITIGATION
LOS GATOS CREEK BRIDGE AT
LOS GATOS CREEK ROAD**

CURVE TABLE			
CURVE	DELTA	LENGTH	RADIUS
C1	37°51'46"	119.67'	181.09'
C2	10°43'53"	30.70'	163.91'
C3	23°46'38"	100.05'	241.09'
C4	62°00'57"	112.47'	103.91'



**BPMP Scour Mitigation – Los Gatos
Creek Bridge at Los Gatos Creek
Road**

**Parcel 14
Portion of APN 063-090-60S**

Exhibit A

Those portions of Section 35, Township 19 South, Range 13 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, described as follows:

COMMENCING at a Brass Cap Monument; thence, North $86^{\circ}13'06''$ West, a distance of 4,736.14 feet to the most Southerly corner of the bridge headwall, said Southerly corner being South $50^{\circ}14'57''$ East, a distance of 73.76 feet from the most Westerly corner of the bridge headwall, thence, North $56^{\circ}16'22''$ East, a distance of 53.04 feet to the TRUE POINT OF BEGINNING, thence,

- 1) North $16^{\circ}58'45''$ West, a distance of 31.47 feet; thence,
- 2) North $16^{\circ}54'05''$ East, a distance of 99.87 feet; thence,
- 3) North $79^{\circ}29'22''$ West, a distance of 96.35 feet; thence,
- 4) South $24^{\circ}02'32''$ West, a distance of 62.78 feet to the existing County of Fresno Right of Way line, per resolution of the Board of Supervisors of the County of Fresno, Recorded April 9, 1925, in Book 547, Page 462 of Official Records Fresno County; thence,
- 5) Along said existing County of Fresno Right of Way line, Southeasterly along a non-tangent curve concave to the Northeast, having a radius of 215 feet, to which point a radial line bears South $53^{\circ}53'11''$ West, a central angle of $15^{\circ}15'53''$, a distance of 57.28 feet; thence,
- 6) South $51^{\circ}22'45''$ East, a distance of 48.99 feet; thence,
- 7) Southeasterly along a tangent curve concave to the Northeast, having a radius of 112.00 feet, a central angle of $13^{\circ}41'41''$, a distance of 26.77 feet to the TRUE POINT OF BEGINNING

Together with:

COMMENCING at a Brass Cap Monument; thence, North $86^{\circ}13'06''$ West, a distance of 4,736.14 feet to the most Southerly corner of the bridge headwall, said Southerly corner being South $50^{\circ}14'57''$ East, a distance of 73.76 feet from the most Westerly corner of the bridge headwall, thence, South $56^{\circ}12'49''$ East, a distance of 66.99 feet to the TRUE POINT OF BEGINNING; thence,

- 1) Along said existing County of Fresno Right of Way line, Northwesterly along a non-tangent curve concave to the Northeast, having a radius of 172.00 feet, to which point a radial line bears South $11^{\circ}57'24''$ West, a central angle of $26^{\circ}39'45''$, a distance of 80.04 feet; thence,
- 2) North $51^{\circ}22'45''$ West, a distance of 48.99 feet; thence,
- 3) Northwesterly along a tangent curve concave to the Northeast, having a radius of 275.00 feet, a central angle of $05^{\circ}25'56''$, a distance of 26.06 feet; thence,

- 4) Leaving said existing County of Fresno Right of Way line, South 43°59'41" West, a distance of 6.74 feet; thence,
- 5) South 33°10'39" East, a distance of 37.02 feet; thence,
- 6) South 35°57'06" West, a distance of 104.03 feet; thence,
- 7) South 54°56'30" East, a distance of 57.83 feet; thence,
- 8) North 83°36'34" East, a distance of 90.86 feet; thence,
- 9) North 31°19'26" East, a distance of 71.97 feet to the TRUE POINT OF BEGINNING

Containing 0.532 acres of land, more or less



LEGEND

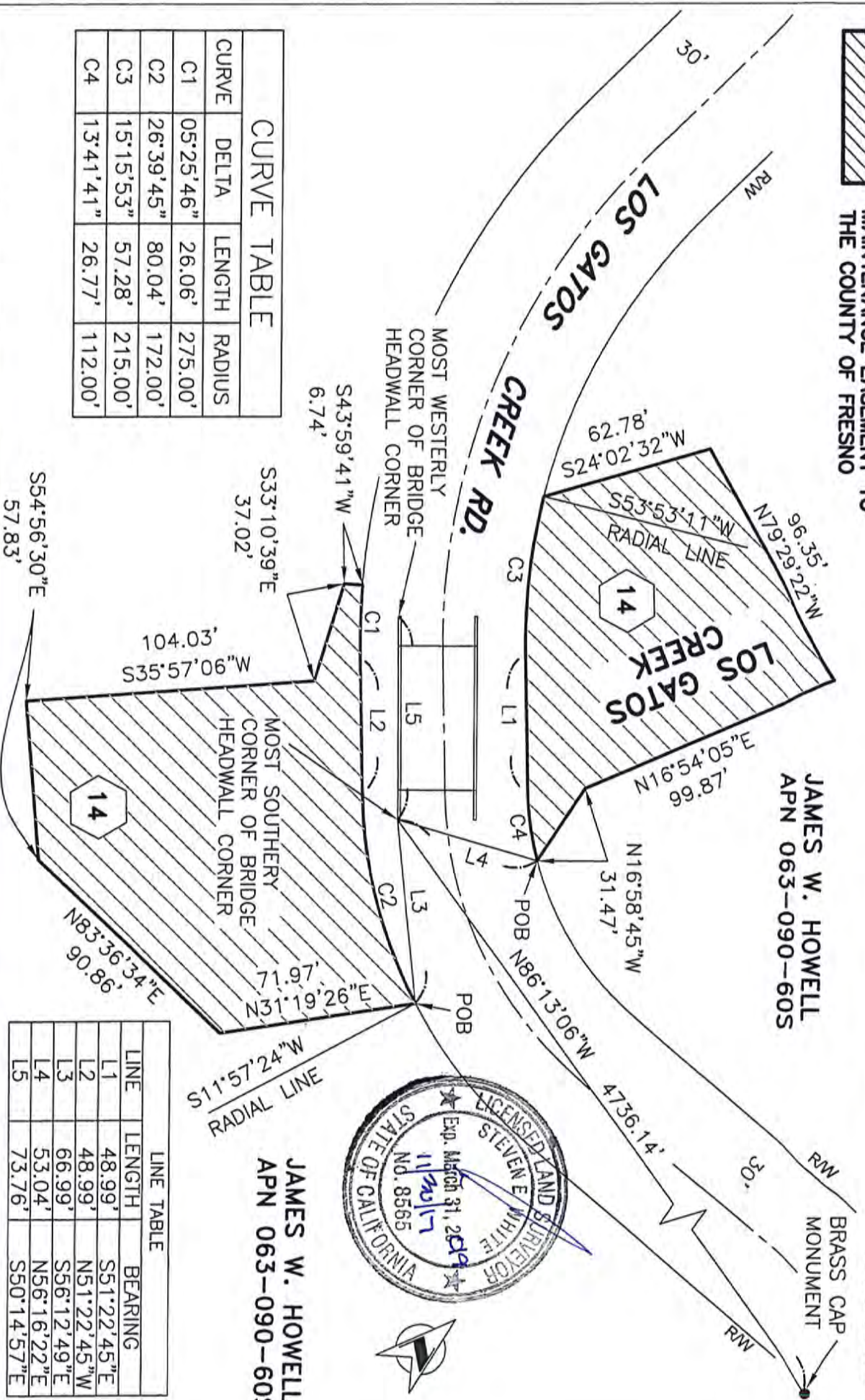


MAINTENANCE EASEMENT TO
THE COUNTY OF FRESNO

T. 19 S., R. 13 E., M.D.B.& M.

EXHIBIT B
PARCEL 14

JAMES W. HOWELL
APN 063-090-605



JAMES W. HOWELL
APN 063-090-605

CURVE TABLE

CURVE	DELTA	LENGTH	RADIUS
C1	05°25'46"	26.06'	275.00'
C2	26°39'45"	80.04'	172.00'
C3	15°15'53"	57.28'	215.00'
C4	13°41'41"	26.77'	112.00'

LINE TABLE

LINE	LENGTH	BEARING
L1	48.99'	S51°22'45"E
L2	48.99'	N51°22'45"W
L3	66.99'	S56°12'49"E
L4	53.04'	N56°16'22"E
L5	73.76'	S50°14'57"E

NAME:

DATE:

DRAWN: GMEJINA

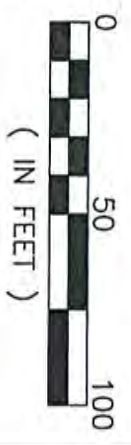
11/3/17

CHECKED: GMEJINA

11/3/17

REVISION: XX

00/00/00



DEPARTMENT OF PUBLIC WORKS AND PLANNING

BPMP SCOUR MITIGATION
LOS GATOS CREEK BRIDGE AT
LOS GATOS CREEK ROAD

BRIDGE #NO. 42C0459

SHEET NO. 1

Parcels 13 & 14; APN 063-090-60S

Permanent Right-of-Way: \$2,000

Fund: 0010

Subclass: 11000

Org: 4510

Account: 8110

Program: 91267

Temporary Construction Permit: \$0

Fund: 0010

Subclass: 11000

Org: 4510

Account: 8110

Program: 91276