

<p>GRANTOR: Robert J. Topoozian, Trustee of the Robert Topoozian Residual Trust, created under the Topoozian Family Revocable Trust, dated August 13, 1999, and Robert J. Topoozian, Trustee of the Camelia Topoozian Survivor's Trust, created under the Topoozian Family Revocable Trust, dated August 13, 1999</p> <hr/> <p>ADDRESS: 4586 E American Ave.</p> <hr/> <p>Fresno, CA 93725</p> <hr/> <p>APN: 331-120-01</p>	<p>PROJECT: <u>American Avenue</u></p> <p>LIMITS: <u>SR99 to Temperance Avenue</u></p> <p>PARCEL: <u>6</u></p> <p>DATE: <u>9-1-16</u></p> <hr/> <p>Federal Project ID: HPLUL-5942(171) and (172)</p>
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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 "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 \$48,900 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. 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.
5. Permission is hereby granted to the County of Fresno, its contractors, agents or assigns, to enter upon Grantor's property lying immediately adjacent to said acquired parcel during the period of construction for the purpose of constructing the public improvement and accomplishing all necessary incidents thereto.
6. 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 may include 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(A) above includes payment for the following:

0.354 acre (15,420 SF) road easement; existing flood irrigation line; existing 4 pots/risers; existing 2 orange trees; reconfigure 25 end posts and wires; cut and cap irrigation line; asphalt driveway; removal and replace chain link fence and mail box; compact/grade new turn row; loss of 227 vines due to turn row; and removal and disposal of vines, fence around well, and severance damages to the remainder, if any.

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

GRANTOR:

By: Robert J. Topoozian
Robert J. Topoozian, Trustee of the Robert Topoozian Residual Trust, created under the Topoozian Family Revocable Trust dated August 13, 1999

By: Robert J. Topoozian
Robert J. Topoozian, Trustee of the Camelia Topoozian Survivor's Trust, created under the Topoozian Family Revocable Trust dated August 13, 1999

COUNTY OF FRESNO

By: Ernest Buddy Mendes
Ernest Buddy Mendes, Chairman
Board of Supervisors

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

Recommended for Approval

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

ATTEST:

BERNICE E. SEIDEL, Clerk
Board of Supervisors

By: Huda Cuyf
Deputy

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

**AMERICAN AVE.
State Highway 99 to Temperance Ave.**

**Parcel 06
Portion of APN 331-120-01**

Exhibit '1'

That portion of the Southwest Quarter of Section 32, Township 14 South, Range 21 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, described as follows:

BEGINNING at the intersection of the North line of the South 30 feet of said Section 32 and the East line of the West 20 feet of said Section 32;

- 1) Thence, along said East line, North $00^{\circ}25'36''$ East, a distance of 186.59 feet;
- 2) Thence, leaving said East line, South $13^{\circ}42'12''$ East, a distance of 145.59 feet;
- 3) Thence, South $81^{\circ}44'27''$ East, a distance of 151.57 feet;
- 4) Thence, South $85^{\circ}49'53''$ East, a distance of 451.82 feet;
- 5) Thence, along said North line of the South 30 feet, North $89^{\circ}08'49''$ West, a distance of 636.57 feet more or less to the POINT OF BEGINNING

Containing 0.354 acre of land more or less.

