

GRANTOR:	<u>Ralph D. Holm and Joanne L. Holm and Mathew M. Jackson and Tawny R. Jackson, Trustees</u>	PROJECT:	<u>Fowler Avenue</u>
ADDRESS:	<u>16123 S. Fowler Avenue Selma, CA 93662 APN: 385-180-17</u>	LIMITS:	<u>Elkhorn to South</u>
		PARCEL:	<u>21</u>
		DATE:	<u>5-25-16</u>
			Federal Project ID: CML - 5942 (211)

**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 \$23,300.00 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. 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:

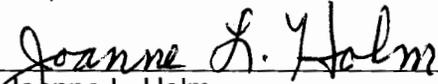
0.287 acre road easement, trees, posts, anchors and severance damages to the remainder, if any.

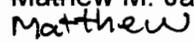
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**THIS DOCUMENT IS BEING EXECUTED IN COUNTERPART**

Ralph D. Holm and Joanne L. Holm as to life estate and Mathew M. Jackson and Tawny R. Jackson, Trustees of the Mathew M. Jackson Family Trust of 2013, U/T/A October 1, 2013, as to the remainder

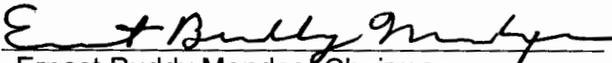
  
Ralph D. Holm

  
Joanne L. Holm

Mathew M. Jackson, Trustee  


Tawny R. Jackson, Trustee

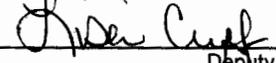
COUNTY OF FRESNO

  
Ernest Buddy Mendes, Chairman  
Board of Supervisors

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

ATTEST:

BERNICE E. SEIDEL, Clerk  
Board of Supervisors

By   
Deputy

Recommended for Approval:

By:   
Dale Siemer, P.E.  
Senior Engineer

**NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED**

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:

0.287 acre road easement, trees, posts, anchors and severance damages to the remainder, if any.

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

Ralph D. Holm and Joanne L. Holm as to life estate and Mathew M. Jackson and Tawny R. Jackson, Trustees of the Mathew M. Jackson Family Trust of 2013, U/T/A October 1, 2013, as to the remainder

\_\_\_\_\_  
Ralph D. Holm

  
\_\_\_\_\_  
Mathew M. Jackson, Trustee

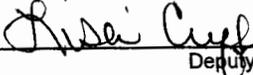
\_\_\_\_\_  
Joanne L. Holm

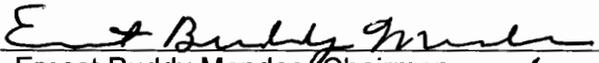
  
\_\_\_\_\_  
Tawny R. Jackson, Trustee

COUNTY OF FRESNO

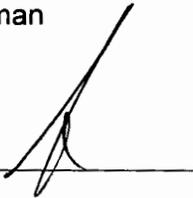
ATTEST:

BERNICE E. SEIDEL, Clerk  
Board of Supervisors

By   
Deputy

  
\_\_\_\_\_  
Ernest Buddy Mendes, Chairman  
Board of Supervisors

Recommended for Approval:

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

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

**NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED**

FOWLER AVENUE  
Elkhorn Ave. to South Ave.

Parcel 21  
Portion of APN 385-180-17

Exhibit '1'

That portion of the East half Northeast Quarter of Section 33, Township 16 South, Range 21 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, described as follows:

BEGINNING at the Northeast corner of the South 20 acres of the East half of the Northeast Quarter of said Section 33; thence,

- 1) North  $00^{\circ}04'20''$  East, along the East line of said Northeast Quarter, a distance of 1,543.62 feet to the Southeast corner of that parcel of land as Described in Grant Deed to Brian Lassey and Elizabeth Lassley, Document No. 97082749 of Official Fresno County Records; thence,
- 2) Along the South line of said Grant Deed to Brian Lassey and Elizabeth, North  $89^{\circ}53'10''$  West, a distance of 33.03 feet; thence,
- 3) South  $00^{\circ}26'55''$  West, a distance of 1,543.62 feet to the North line of said South 20 acres; thence,
- 4) Along said North line, South  $89^{\circ}50'57''$  East, a distance of 43.17 feet to the POINT OF BEGINNING

Containing 1.350 acres of land, more or less, which includes 1.063 acres of land more or less, within the existing County right of way and a net area of 0.287 acre, more or less

