

GRANTOR: G4 Enterprises Ltd., a Limited Partnership

PROJECT: American Avenue
LIMITS: SR99 to Temperance Ave.

ADDRESS: 8570 S. Cedar Ave

PARCEL: 7

Fresno, CA 93725

APN: 340-070-03

DATE: 8-22-2018

Federal Project ID: HPLUL-5942 (171) and (172)

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 \$37,600.00 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 external escrow by Fidelity National Title Company, 7475 N. Palm Avenue, Suite 101, Fresno, CA 93711.

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.

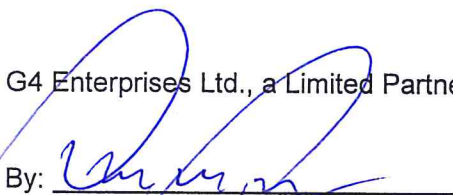
8. Clause 3 above may include payment for the replacement of improvements such as fencing and/or irrigation facilities that are within the area being acquired for this project and must be replaced in order to proceed with the construction of the project. If Grantor(s) does not replace said items, County 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 Grants' property line.

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).

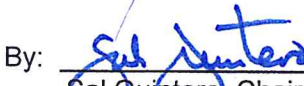
10. The sum set forth in Clause 3 above includes full payment for the following:
0.245- acre road easement, 640 LF of fencing; 4 end posts, wire and trellis system repair; drip irrigation reconfiguration; compaction/grading of a new turn row; removal and disposal of vines for new turn row; and loss of existing 155 vines for the new turn row, and severance damages to the remainder, if any.

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

G4 Enterprises Ltd., a Limited Partnership

By: 

COUNTY OF FRESNO

By: 
Sal Quintero Chairperson of the Board
of Supervisors of the County of Fresno

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

By: 

Recommended for Approval:

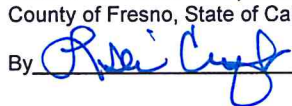
By: 
R. Scott Beyelia
Real Property Agent

By: 
Dale Siemer, P.E.
Supervising Engineer

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

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

By:  Deputy

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

**Parcel 07
Portion of APN 340-070-03**

Exhibit '1'

That portion of the Northwest Quarter of Section 5, Township 15 South, Range 21 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, described as follows:

COMMENCING at a point on the South line of Section 31, Township 14 South, Range 21 East, Mount Diablo Base and Meridian, North $90^{\circ}00'00''$ West, a distance of 38.85 from the Southeast corner of said Section 31; thence, along the Northeasterly Right of Way line of the Union Pacific Railroad Company, South $40^{\circ}46'58''$ East, a distance of 39.37 feet to the South line of the North 30 feet of said Section 5 said point being THE TRUE POINT OF BEGINNING;

- 1) Thence, Along said South line, South $89^{\circ}08'49''$ East, a distance of 668.43 feet; thence,
- 2) Thence, leaving said South line, South $87^{\circ}54'27''$ West, a distance of 499.46 feet;
- 3) Thence, South $89^{\circ}59'51''$ West, a distance of 134.41 feet;
- 4) Thence, South $24^{\circ}36'07''$ West, a distance of 8.75 feet to said Northeasterly Right of Way line of the Union Pacific Railroad Company;
- 5) Thence, Along said Northeasterly Right of Way line of the Union Pacific Railroad Company, North $40^{\circ}46'58''$ West, a distance of 47.74 feet more or less to THE TRUE POINT OF BEGINNING

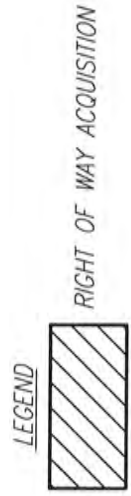
Containing 0.245 acre of land more or less.



T. 15 S., R. 21 E., M.D.B.& M.
EXHIBIT B
PARCEL 7

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHEAST QUARTER
OF SECTION 31, T14S, R21E, M.D.B.&M. IS
ASSUMED TO BE N90°00'00"E

PEACH AVENUE



NW COR SEC 5
15/21

SE COR SEC
31, 14/21

POC PARCEL 7

POB PARCEL 7

SECTION LINE
2,619.73'

AMERICAN AVENUE

R/W

S40°46'58"E
39.37'

N40°46'58"W
47.74'

134.41'
S89°59'51"W

S24°36'07"W
8.75'

S87°54'27"W

499.46'

R/W

GOLDEN BLVD
(FORMERLY STATE HIGHWAY 99)

PEACH AVENUE

NORTHEASTERLY RIGHT OF WAY LINE OF
THE UNION PACIFIC R.R.

7

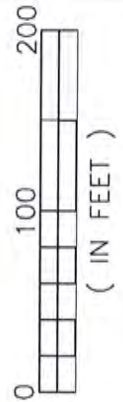
G4 ENTERPRISES LTD.
340-070-03



NAME:		DATE:
DRAWN: GMEDINA		01/07/16
CHECKED: JDONMYER		01/07/16
REVISION: XX		00/00/00

DEPARTMENT OF PUBLIC WORKS AND PLANNING	
AMERICAN AVENUE	
STATE HIGHWAY 99 TO TEMPERANCE AVENUE	

#NO.	SHEET NO. 1 OF 1
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American Avenue - SR 99 to Temperance
Avenue Road Improvement Project - Parcel 7
G4 ENTERPRISES, LTD, A CALIFORNIA PARTNERSHIP

Permanent Right-of-Way: \$37,600

Fund: 0010

Subclass: 11000

Org: 4510

Account: 8110

Project: I23101

Program: 91267