

|          |                                                                                                      |                                       |                                    |
|----------|------------------------------------------------------------------------------------------------------|---------------------------------------|------------------------------------|
| GRANTOR: | RONALD ROBINSON and KATHY ROBINSON, Co-Trustees of the ROBINSON FAMILY TRUST DATED DECEMBER 19, 2013 | PROJECT:                              | <u>Travers Creek Bridge</u>        |
| ADDRESS: | <u>22518 E. Lincoln Ave.</u><br><u>Reedley, CA 93654</u>                                             | LIMITS:                               | <u>Replacement on Lincoln Ave.</u> |
| APN:     | <u>373-260-27</u>                                                                                    | PARCEL:                               | <u>1</u>                           |
|          |                                                                                                      | DATE:                                 | <u>December 19, 2018</u>           |
|          |                                                                                                      | Federal Project ID:<br>BRLO-5942(226) |                                    |

## 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 \$ 8,100.00 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 Grants' 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: 0.075 acre road easement, fence post, asphalt paving, medium tree, 5' high wire mesh fencing with steel posts, lawn, sprinkler line, large shrub and severance damages to the remainder, if any.

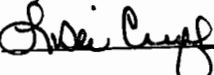
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

  
Ronald Robinson

  
Kathy Robinson

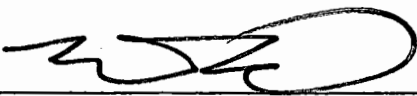
ATTEST:  
BERNICE E. SEIDEL  
Clerk of the Board of Supervisors  
County of Fresno, State of California

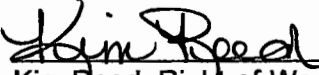
COUNTY OF FRESNO

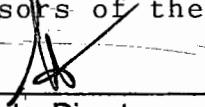
By:  Deputy

Recommended for Approval:

Continental Field Service

By:   
Nathan Magsig, Chairman of the Board  
of Supervisors of the County of Fresno

By:   
Kim Reed, Right-of-Way Agent

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

By:   
Dale Siemer, P.E.  
Supervising Engineer

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

HBP – Travers Creek Bridge on  
Lincoln Avenue

Parcel 1  
Portion of APN 373-260-27

Exhibit A

That portion of Lot 80 of Mount Campbell Colony, according to the map thereof recorded in Book 2, Page 28 of Record of Surveys, Fresno County Records, in Section 5, Township 15 South, Range 24 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, described as follows:

BEGINNING at a point at the most Southeasterly corner of Lot 80, said point being the TRUE POINT OF BEGINNING; thence,

- 1) Parallel with the North line of the Northeast Quarter of Section 8, South 90°00'00" West a distance of 173.80 feet; thence,
- 2) North 73°23'48" East, a distance of 31.99 feet; thence,
- 3) Parallel with the North line of the Northeast Quarter of Section 8, South 90°00'00" East, a distance of 15.75 feet; thence,
- 4) North 89°43'53" East, a distance of 63.86 feet; thence,
- 5) North 64°31'20" East, a distance of 48.44 feet; thence,
- 6) North 24°41'24" East, a distance of 37.97 feet; thence,
- 7) South 70°56'42" East, a distance of 22.17 feet to the East line of said Lot 80; thence,
- 8) Along said East line, South 16°28'18" West, a distance of 60.01 feet to the TRUE POINT OF BEGINNING

Containing 0.075 acres of land, more or less

For the purposes of this description it is assumed that the South line of said Lot 80 is 20.00 feet North of and parallel with the North line of the Northeast Quarter of Section 8.



# LEGEND

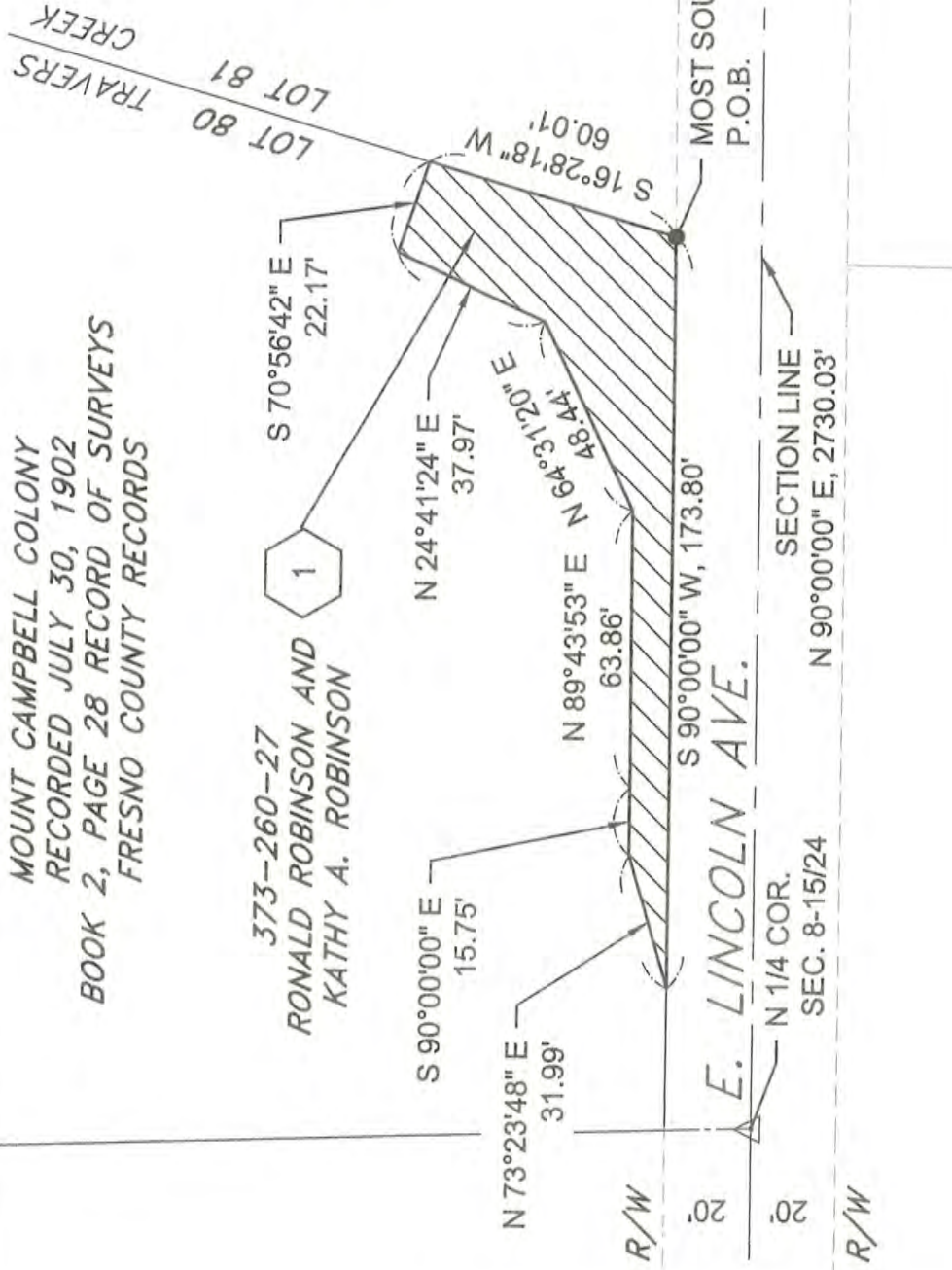


T. 15 S., R. 24 E., M.D.B. & M.

EXHIBIT B  
PARCEL 1

MOUNT CAMPBELL COLONY  
RECORDED JULY 30, 1902  
BOOK 2, PAGE 28 RECORD OF SURVEYS  
FRESNO COUNTY RECORDS

373-260-27  
RONALD ROBINSON AND  
KATHY A. ROBINSON



DEPARTMENT OF PUBLIC WORKS AND PLANNING  
BRIDGE REPLACEMENT  
TRAVERS CREEK BRIDGE ON LINCOLN AVENUE  
RIGHT-OF-WAY MAP

| NAME:         | DATE:    |
|---------------|----------|
| DRAWN: J.D.   | 11/13/17 |
| CHECKED: G.M. | 11/15/17 |
| REVISION: XX  | 00/00/00 |

PROJECT NO. 111308

SHEET NO. 1

Parcel 1, APN 373-260-27

Permanent Right-of-Way: \$8,100

Fund: 0010

Subclass: 11000

Org: 4510

Project: I11308

Account: 8110

Program: 91267