

GRANTOR:	<u>Emily Y. Doss, Franklin Doss and</u>	PROJECT:	<u>Travers Creek Bridge</u>
	<u>Dwight B. Goodner</u>	LIMITS:	<u>Replacement on Manning Ave.</u>
ADDRESS:	<u>21303 E. Manning Ave.</u>	PARCEL:	<u>5</u>
	<u>Reedley, CA 93654</u>	DATE:	<u>12-13-2017</u>
	<u>APN: 373-111-14</u>		<u>Federal Project ID: BRLS-5942(198)</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 \$6,200.00 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 that Grantor(s) existing driveway will be matched to Manning Avenue after construction of the project. The grade/slope of the matched driveway will be the same or less than the existing driveway before construction of the project. Unpaved slopes on either side of the driveway resulting from matching the driveway to Manning

Avenue will be hydro-seeded with native vegetation to prevent erosion, at no expense to the Grantor(s).

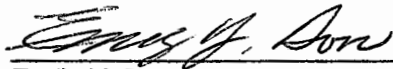
8. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the County, including the right to remove and dispose of improvements, shall commence 60 days from the Board of Supervisor's approval 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.

9. 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).

10. 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).

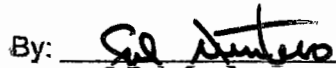
11. The sum set forth in Clause 3 above includes full payment for the following:
0.101 acre road easement, one large shrub, asphalt paving, and severance damages to the remainder, if any.

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

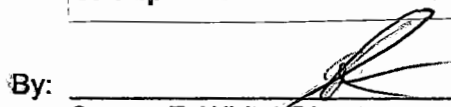


Emily Y. Doss


Franklin Doss
COUNTY OF FRESNO

By: 

Sal Quintero, Chairperson of the Board
of Supervisors of the County of Fresno

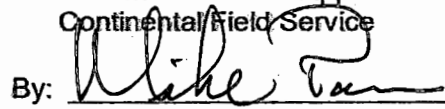
By: 

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

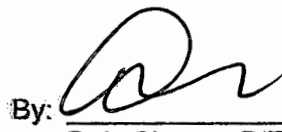


Dwight B. Goodner

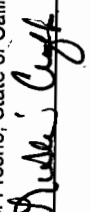
Recommended for Approval:
Continental Field Service

By: 

Mike Parr, Right-of-Way Agent

By: 

Dale Siemer, P.E.
Supervising Engineer

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

Deputy

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

**HBP - Travers Creek on Manning
Avenue**

**Parcel 05A
Portion of APN 373-111-14**

Exhibit A

That portion of Lot 6 of Producers Colony, according to the Map Recorded in Book 2 Page 39 of Record of Surveys, Fresno County Records, in Section 30, 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 on the North line of said Lot 6, a distance of 531.21 feet, North 90°00'00" East from the Northwest corner of said Lot 6;

- 1) Thence, Parallel with and 30 feet South of the North line of said Section 30, South 90°00'00" West, a distance of 319.50 feet to the Northwest corner of the Land conveyed to Emily Y. Doss, and Dwight B. Goodner, as Joint tenants, by Grant Deed, Recorded June 27, 2008, Document No. 2008-0093205, of Official Records Fresno County;
- 2) Thence, along the West line of said Land Conveyed to Emily Y. Doss, and Dwight B. Goodner, South 00°21'37" East, a distance of 3.16 feet;
- 3) Thence, South 86°13'50" East, a distance of 301.83 feet;
- 4) Thence, North 90°00'00" West, a distance of 18.45 feet to the East line of said land conveyed to Emily Y. Doss, and Dwight B. Goodner;
- 5) Thence, along said East line, North 00°21'38" West, a distance of 23.00 feet to the POINT OF BEGINNING

Containing 0.101 acres of land, more or less.





LEGEND



RIGHT OF WAY
ACQUISITION

**EXHIBIT B
PARCEL 5A**

NORTHWEST CORNER OF THE LAND CONVEYED
TO EMILY Y. DOSS, AND DWIGHT B. GOODNER,
AS JOINT TENANTS, BY GRANT DEED, RECORDED
JUNE 27, 2008, DOCUMENT NO. 2008-0093205,
OF OFFICIAL RECORDS FRESNO COUNTY;

TRAVERS CREEK

SW COR. SECTION 19

S1/4 COR.
SECTION 19

MANNING AVENUE SECTION LINE BASIS OF BEARINGS $N90^{\circ}00'00''E$ 2657.95'

531.21'

319.50'

P.O.B.

$S00^{\circ}21'37''E$
3.16'

5A

$S86^{\circ}13'50''E$ 301.83'

$N90^{\circ}00'00''W$
18.45'

$N00^{\circ}21'38''W$
23.00'

ENGLEHART AVE.

WEST LINE LOT 6
OF PRODUCERS
COLONY, BK 2 PG
39 OF RECORD OF
SURVEYS

**EMILY Y. ROSS AND
DWIGHT B. GOODNER**

373-111-14

5

EAST LINE OF THAT LAND
CONVEYED TO EMILY Y. DOSS,
AND DWIGHT B. GOODNER, AS
JOINT TENANTS, BY GRANT DEED,
RECORDED JUNE 27, 2008,
DOCUMENT NO. 2008-0093205, OF
OFFICIAL RECORDS FRESNO
COUNTY

NAME:

DATE:

DRAWN: GMEDINA

04/26/17

CHECKED: JDONMYER

04/26/17

REVISION: XX

00/00/00



DEPARTMENT OF PUBLIC WORKS AND PLANNING

**TRAVERS CREEK
ON MANNING AVENUE**

#NO.

SHEET NO. 1

Travers Creek Bridge Replacement Project on Manning Avenue
Parcel 5 – Emily Y. Doss and Dwight B. Goodner

Permanent Right-of-Way: \$6,200

Fund: 0010

Subclass: 11000

Org: 4510

Account: 8110

Project: J11126

Program: 91267