

GRANTOR:	<u>Rudolph J. Biglione and</u>	PROJECT:	<u>SR2S Auberry & Copper</u>
	<u>Joyce Biglione, Trustees</u>	LIMITS:	<u>Traffic Signal Project Auberry & Copper</u>
ADDRESS:	<u>11001 Auberry Rd.</u>	PARCEL:	<u>1</u>
	<u>Clovis, CA 93619</u>	DATE:	<u>10-14-16</u>
APN:	<u>580-040-10</u>		Federal Project ID: HSIPL-5942(241)

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" and depicted in "Exhibit 2" 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 \$2,000.00 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 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).

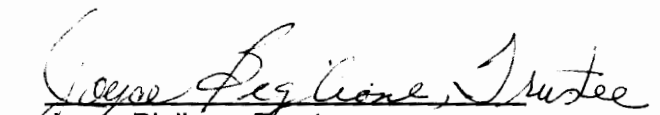
9. Grantor(s) agrees to hold the County harmless and reimburse the County for any and all losses and expenses as to the property being acquired hereunder occasioned by reason of any lease of said property held by any tenant of grantor(s).

10. The sum set forth in Clause 3 above includes full payment for the following:

0.018 acres road easement and 0.018 acres temporary construction permit.

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

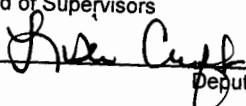

Rudolph J. Biglione, Trustee

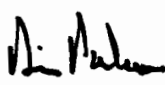

Joyce Biglione, Trustee

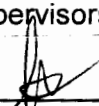
COUNTY OF FRESNO

ATTEST:

BERNICE E. SEIDEL, Clerk
Board of Supervisors

By  Deputy

By: 
Brian Pacheco, Chairman
Board of Supervisors

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

Recommended for Approval:

Paragon Partners, LTD.

By: 
Jeremy Nied, Right-of-Way
Agent

By: 
Dale Siemer, P.E.
Interim Supervising Engineer

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

**Auberry Road and Copper Avenue
Traffic Signal**

**Parcel 01A
Portion of APN 580-040-10**

Exhibit '1'

That portion of the Southwest Quarter of the Southeast Quarter of Section 7, Township 12 South, Range 21 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, described as follows:

COMMENCING at the Southeast corner of said Southwest Quarter; thence, North $00^{\circ}13'32''$ East, along the East Boundary line of said Southwest Quarter, a distance of 50.00 feet; thence, North $88^{\circ}14'56''$ West parallel with the South boundary line of said Southwest Quarter, a distance of 30.00 feet to a point on the existing West Right of Way line of Auberry Road, said point being the TRUE POINT OF BEGINNING;

- 1) Thence, North $00^{\circ}13'32''$ East, along said West Right of Way line, a distance of 24.19 feet;
- 2) Thence, South $45^{\circ}59'15''$ West, a distance of 61.66 feet to the North line of the South 30 feet of said Southwest Quarter;
- 3) Thence, South $88^{\circ}14'56''$ East, along said North line, a distance of 24.19 feet to an angle point on the existing North Right of Way line of Copper Avenue;
- 4) Thence, North $45^{\circ}59'11''$ East, a distance of 27.91 feet more or less to the TRUE POINT OF BEGINNING

Containing 0.018 acre of land more or less.



Basis of Bearings:

The North Line of the Northwest Quarter of the Northeast Quarter of Section 18, Township 12 South, Range 21 East, M. D. B. & M., has an assumed bearing of S 88°14'55" E.

LEGEND



RIGHT OF WAY ACQUISITION

EXISTING R/W

WEST LINE OF 20' WIDTH
EASEMENT FOR PIPE LINES TO
GARFIELD WATER DISTRICT

**RUDOLPH J. BIGLIONE AND JOYCE
BIGLIONE, TRS.
580-040-10**



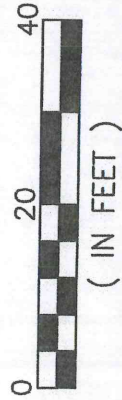
EXISTING R/W

S 1/4 COR OF
SECTION 7,
12/21

COPPER AVENUE

S88°14'56"E 1,327.85'
SECTION LINE

PEACH AVENUE



NAME: DATE:

DRAWN: GMEDINA	09/06/16
CHECKED: GMEDINA	09/06/16
REVISION: XX	00/00/00



DEPARTMENT OF PUBLIC WORKS AND PLANNING

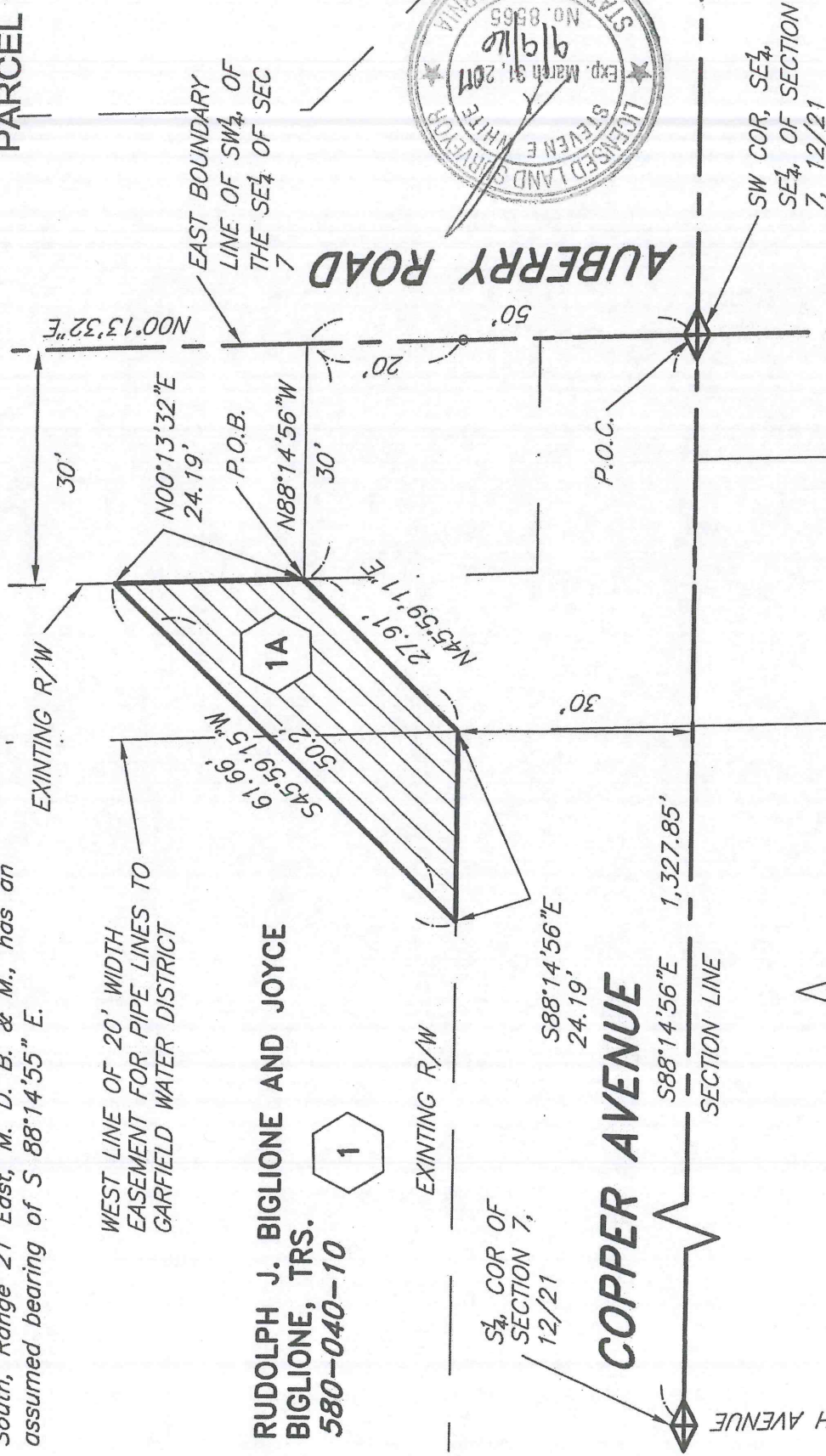
AUBERRY ROAD AND COPPER AVENUE

TRAFFIC SIGNAL

#NO.

SHEET NO. 1 OF 1

**T. 12 S., R. 21 E., M.D.B.&M.
EXHIBIT '2'
PARCEL 1A**



Parcel 1, APN 580-040-10

Permanent Right-of-Way: \$1,800

Fund: 0010

Subclass: 11000

Org: 4510

Account: 8110

Program: 91267

Temporary Construction Permit: \$200

Fund: 0010

Subclass: 11000

Org: 4510

Account: 8110

Program: 91276

GRANTOR: <u>PV Ricchiuti Family, L.P.,</u>	PROJECT: <u>SR2S Auberry & Copper</u>
<u>a California limited partnership</u>	<u>Traffic Signal Project Auberry & Copper</u>
ADDRESS: <u>Auberry Rd. and Copper Ave.</u>	LIMITS: <u>2</u>
<u>Clovis, CA 93619</u>	DATE: <u>1-3-17</u>
APN: <u>580-040-11</u>	Federal Project ID: <u>HSIPL-5942(241)</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 "1" and depicted in "Exhibit 2" 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 \$1,200.00 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 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:

0.014 acres road easement and 0.018 acre temporary construction permit, fencing, vines, metal posts, wires, drip lines and end post.

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

PV Ricchiuti Family, L.P., a California
limited partnership

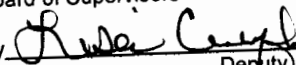
By: 
Pat Ricchiuti

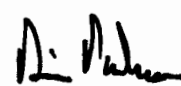
Its: Owner

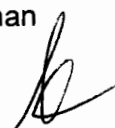
COUNTY OF FRESNO

ATTEST:

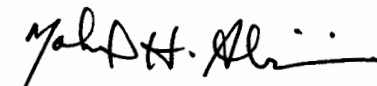
BERNICE E. SEIDEL, Clerk
Board of Supervisors

By: 
Deputy

By: 
Brian Pacheco, Chairman
Board of Supervisors

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

Recommended for Approval:

By: 
for Dale Siemer, P.E.
Supervising Engineer

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

**Auberry Road and Copper Avenue
Traffic Signal**

**Parcel 02A
Portion of APN 580-040-11**

Exhibit '1'

That portion of the Southeast Quarter of the Southeast Quarter of Section 7, Township 12 South, Range 21 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, described as follows:

COMMENCING at the intersection of the North line of the South 30 feet of said Southeast Quarter and West boundary line of said Southeast Quarter of the Southeast Quarter; thence, North $00^{\circ}13'32''$ East along said West boundary line, a distance of 20.00 feet; thence, South $88^{\circ}14'56''$ East parallel with the South line of said Southeast Quarter, a distance of 30.00 feet to a point on the existing East Right of Way line of Auberry Road, said point being the TRUE POINT OF BEGINNING;

- 1) Thence, North $00^{\circ}13'32''$ East, along said East Right of Way line, a distance of 20.00 feet;
- 2) Thence, South $44^{\circ}00'46''$ East, a distance of 57.31 feet to the North line of the South 30 feet of said Southeast Quarter;
- 3) Thence, North $88^{\circ}14'56''$ West, along said North line, a distance of 20.00 feet to an angle point on the existing North Right of Way line of Copper Avenue;
- 4) Thence, North $44^{\circ}00'49''$ West, a distance of 28.65 feet more or less to the TRUE POINT OF BEGINNING

Containing 0.014 acre of land more or less.



LEGEND



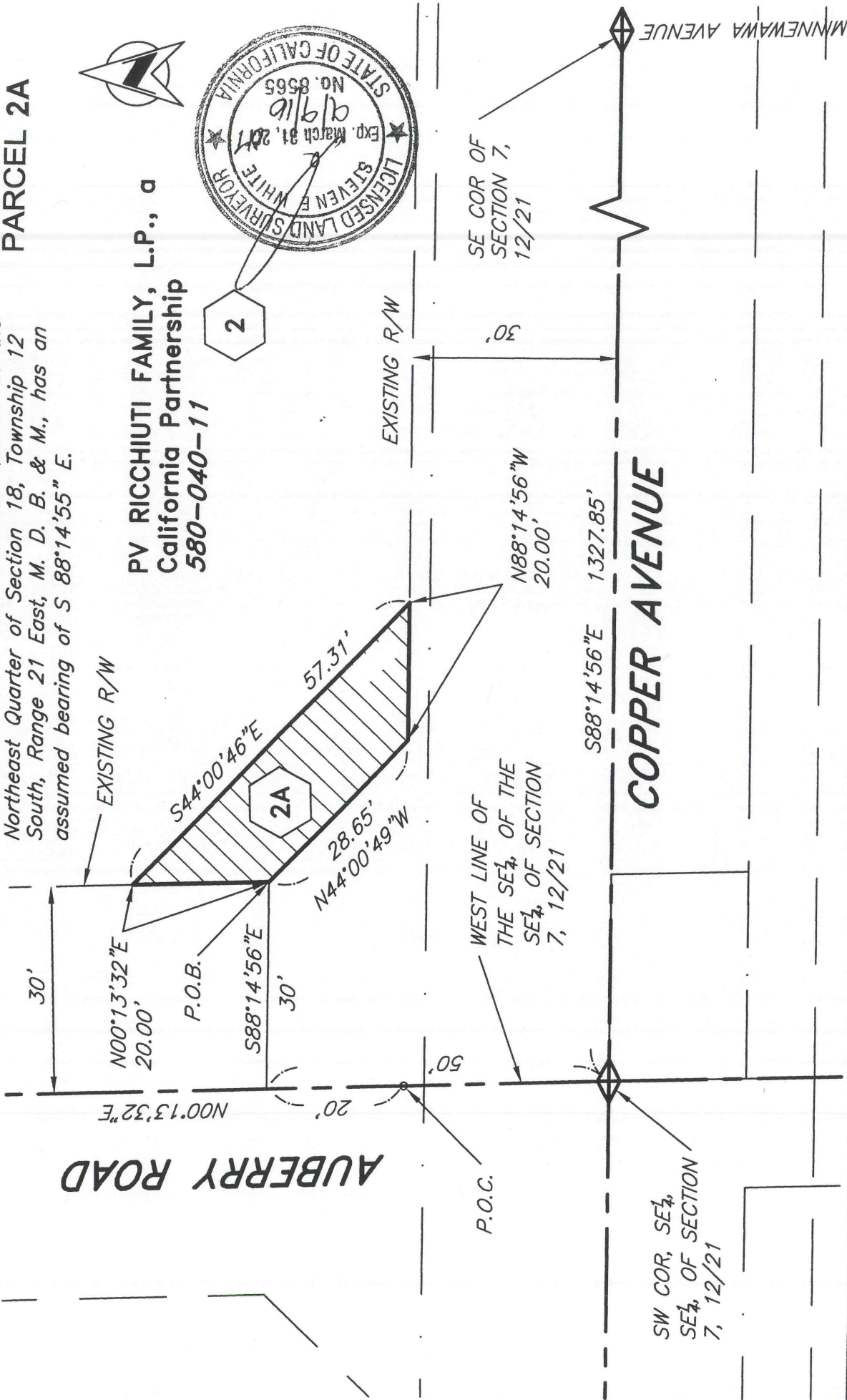
RIGHT OF WAY ACQUISITION

Basis of Bearings:

The North Line of the Northwest Quarter of the Northeast Quarter of Section 18, Township 12 South, Range 21 East, M. D. B. & M., has an assumed bearing of S 88°14'55" E.

**T. 12 S., R. 21 E., M.D.B. & M.
EXHIBIT '2'
PARCEL 2A**

**PV RICCHIUTI FAMILY, L.P., a
California Partnership
580-040-11**



NAME:	DATE:
DRAWN: GMEDINA	09/02/16
CHECKED: GMEDINA	09/02/16
REVISION: XX	00/00/00



DEPARTMENT OF PUBLIC WORKS AND PLANNING

AUBERRY ROAD AND COPPER AVENUE

TRAFFIC SIGNAL

#N/C

Parcel 2, APN 580-040-11

Permanent Right-of-Way: \$1,065

Fund: 0010

Subclass: 11000

Org: 4510

Account: 8110

Program: 91267

Temporary Construction Permit: \$135

Fund: 0010

Subclass: 11000

Org: 4510

Account: 8110

Program: 91276