

GRANTOR:	<u>William D. Magnuson</u>	PROJECT:	<u>HSIP - Jensen & Temperance</u>
	<u>Brenda I. Magnuson</u>	LIMITS:	<u>Traffic Signal</u>
ADDRESS:	<u>7088 E. Jensen Avenue</u>	PARCEL:	<u>3</u>
	<u>Fresno, CA 93727</u>	DATE:	<u>8-5-16</u>
	<u>APN: 316-031-54</u>		Federal Project ID: HSIPL - 5942 (229)

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 \$2,800.00 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. Grantor(s) acknowledge that consummation of this Agreement will obviate the need for a certain County initiated suit in eminent domain (County of Fresno v. William D. Magnuson et al., FCSC Case No. 16 CECG 01954 – hereinafter, "Magnuson suit"), filed in support of the construction of the proposed public improvement. By execution of this Agreement, the County and Grantor(s) William D. Magnuson and Brenda I. Magnuson will have settled the Magnuson suit. It is the County's intent to dismiss the Magnuson suit if this Agreement this agreement is consummated. Grantor(s) hereby waive any claim for litigation expenses and costs of suit in connection with the County's dismissal of the Magnuson suit. Grantor(s) hereby agree that the County's dismissal of the Magnuson suit does not constitute an abandonment.

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


0.084 acre road easement, Temporary Construction Permit and severance damages to the remainder, if any.

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


William D. Magnuson


Brenda I. Magnuson

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.
Design Division Interim Supervising
Engineer

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

**Temperance Avenue and Jensen
Avenue - HSIP Traffic Signal**

**Parcel 03
Portion of APN 316-031-54**

Exhibit '1'

That portion of the West half of the Southwest Quarter of the Southwest Quarter of Section 14, Township 14 South, Range 21 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, described as follows:

BEGINNING at the intersection of the West line of said Southwest Quarter of the Southwest Quarter and the North line of the South 30 feet of said Southwest Quarter; thence,

- 1) Along said West line, North $00^{\circ}18'54''$ East, a distance of 514.50 feet to the South line of the North 790.07 feet the Southwest Quarter of the Southwest Quarter of said Section 14; thence,
- 2) Along said South line, South $89^{\circ}12'44''$ East, a distance of 33.66 feet; thence,
- 3) South $00^{\circ}36'03''$ East, a distance of 209.09 feet; thence,
- 4) South $00^{\circ}18'54''$ West, parallel with and 33 feet East of the West line of said Southwest Quarter, a distance of 274.59 feet; thence,
- 5) South $38^{\circ}48'48''$ East, a distance of 40.08 feet; thence,
- 6) Along said North line of the South 30 feet, North $89^{\circ}11'48''$ West, a distance of 62.29 feet to the POINT OF BEGINNING

Containing 0.438 acres of land, more or less, which includes 0.354 acre of land more or less, within the existing County right of way and a net area of 0.084 acre, more or less

Permanent Right-of-Way: \$2,700

Fund: 0010

Subclass: 11000

Org: 4510

Account: 8110

Program: 91267

Temporary Construction Permit: \$100

Fund: 0010

Subclass: 11000

Org: 4510

Account: 8110

Program: 91276