

|          |   |          |   |
|----------|---|----------|---|
| GRANTOR: | <u>WM BOOS &amp; CO., a partnership</u> | PROJECT: | <u>Fresno Canal Bridge Replacement</u>        |
|          |   | LIMITS:  | <u>E. McKinley Avenue</u>                     |
| ADDRESS: | <u>14382 E. McKinley Avenue</u>         | PARCEL:  | <u>1</u>                                      |
|          | <u>Sanger, CA 93657</u>                 | DATE:    | <u>11-8-2016</u>                              |
|          | <u>APN: 309-070-19</u>                  |          | <u>Federal Project ID:<br/>BRLO-5942(225)</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" 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 **\$17,500** 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. County construction work to include installation of drainage line.

10. The sum set forth in Clause 3(A) above includes payment for the following:  
0.078 acre road easement, 0.374 acre canal access easement, 12" concrete irrigation pipeline, 8" concrete gate valves, 1/2" plastic drip tubing, drip emitters, drip line repair and recapping, relocation of the farm gate, exiting orange trees required for a new turnaround, move (1) steel farm gate and purchase and install (1) steel farm gate, and severance damages to the remainder, if any.

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

**THIS DOCUMENT IS BEING EXECUTED IN COUNTERPART**

GRANTOR:

WM BOOS & CO., a partnership

By: 

William E. Boos, II  
Partner

By: \_\_\_\_\_

Francis G. Schmidt  
Partner

COUNTY OF FRESNO

By: 

Ernest Buddy Mendes, Chairman  
Board of Supervisors

By: 

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.  
Senior Engineer

**NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED**

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. County construction work to include installation of drainage line.

10. The sum set forth in Clause 3(A) above includes payment for the following:  
0.078 acre road easement, 0.374 acre canal access easement, 12" concrete irrigation pipeline, 8" concrete gate valves, 1/2" plastic drip tubing, drip emitters, drip line repair and recapping, relocation of the farm gate, exiting orange trees required for a new turnaround, move steel farm gate and relocate bollard and chain gate, and severance damages to the remainder, if any.

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

**THIS DOCUMENT IS BEING EXECUTED IN COUNTERPART**

GRANTOR:

WM BOOS & CO., a partnership

By: \_\_\_\_\_

William E. Boos, II  
Partner

By: Francis G. Schmidt, Partner

Francis G. Schmidt  
Partner

COUNTY OF FRESNO

By: Ernest Buddy Mendes

Ernest Buddy Mendes, Chairman  
Board of Supervisors

By: \_\_\_\_\_

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

ATTEST:

BERNICE E. SEIDEL, Clerk  
Board of Supervisors

By: Josai Cyl  
Deputy

Recommended for Approval:

By: Dale Siemer

Dale Siemer, P.E.  
Senior Engineer

**NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED**

**FRESNO CANAL BRIDGE  
At McKinley Avenue**

**Parcel 01A  
Portion of APN 309-070-19**

**Exhibit '1'**

That portion of the Southeast Quarter of Section 26, Township 13 South, Range 22 East, Mount Diablo Base and Meridian, according to the official plat thereof, in the County of Fresno, State of California, a strip of land 28 feet wide, the center line of which is described as follows:

COMMENCING at the South Quarter corner of said Section 26; thence, along the South line of said Section 26, North 90°00'00" East, a distance of 1,599.66 feet; thence, leaving said South line, North 00°00'00" West, a distance of 20.00 feet to the TRUE POINT OF BEGINNING;

- 1) Thence, North 90°00'00" East, parallel with and 20 feet North of the South line of said Section 26, a distance of 339.68 feet;
- 2) Thence, North 00°00'00" West, a distance of 10.00 feet;
- 3) Thence, South 90°00'00" West, parallel with and 30 feet North of said South line of Section 26, a distance of 339.68 feet;
- 4) Thence, South 00°00'00" East, a distance of 10.00 feet to the TRUE POINT OF BEGINNING

Containing 0.078 acre of land, more or less.



Permanent Right-of-Way: \$7,776

Fund: 0010

Subclass: 11000

Org: 4510

Account: 8110

Program: 91267

FID - Canal Access Easement \$9,724

Fund: 0010

Subclass: 11000

Org: 4510

Account: 8110

Program: N/A – No useful life to County of Fresno