

GRANTOR: <u>Riverdale Joint Unified School</u>	PROJECT: <u>ATP – Riverdale Pedestrian</u>
<u>District</u>	LIMITS: <u>Path Project</u>
ADDRESS: <u>3160 W. Mt Whitney</u>	PARCEL: <u>3</u>
<u>Riverdale, CA 93656</u>	DATE: <u>3/24/17</u>
APN: 053-380-27S	Federal Project ID: ATPL – 5942(256)

## RIGHT OF WAY CONTRACT

An easement deed to the County of Fresno ("Grantee") from the Grantor 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 has title to the property, described in Exhibit "A" and shown on Exhibit "B" ("Easement Area"), 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 their location, grade or construction of the proposed public improvement.

3. The County shall pay the undersigned Grantor the sum of \$500.00 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 receiving the total sum as state in Clause 3, the undersigned Grantor 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 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 sidewalks along Grantor's property as described in Exhibits "A" and "B" to this contract ("Sidewalks") 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 4 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 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 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 Grantor's property line. Grantor 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.

9. Grantor 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.

10. The sum set forth in Clause 3 above includes full payment for the following: 0.0015 acre pedestrian easement and severance damages to the remainder, if any.

11. Upon entry by either party onto Parcel 3 in connection with installation of Sidewalks in the Easement Area, the County shall: (a) perform all work in a safe manner; (b) not permit any hazardous condition to remain in or around the sidewalk; (c) repair any damage or disturbance to that portion of the sidewalk during construction; (d) keep the Easement Area free and clear of all mechanic's and materialmen's liens arising out of Grantee's activities; and, (e) if using independent contractors for construction, procure and use contractors who maintain, during all periods of entry pursuant to this paragraph, general liability and property damage insurance with a combined single limit per occurrence of at least One Million Dollars (\$1,000,000), Two Million Dollars (\$2,000,000) aggregate for completed operation, Two Million Dollars (\$2,000,000) general aggregate, and Five Million Dollars (\$5,000,000)


umbrella or excess liability. The County's contractor shall name the District as "additional insured" with respect to the contractor's insurance policy.

12. County agrees to indemnify and defend District, its Board, employees, agents, representatives, heirs, successors and assigns, against any and all claims, actions, or demands, costs or expense, including reasonable attorney's fees, arising out of or in any way connected to any activities of County, its agents, representatives, heirs, successors, assigns or invitees arising out of its use and/or maintenance of the Easement, excluding claims resulting from the alleged negligence or willful misconduct of the District.


13. County shall maintain its program of self-insurance in effect at all times and shall submit a letter of self-insurance to the District. In the event that the letter of self-insurance expires prior to or during construction, County shall provide to District an updated letter of self-insurance.

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

RIVERDALE JOINT UNIFIED SCHOOL DISTRICT

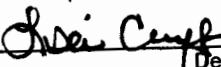
By:   
Jeff Percell, Superintendent

COUNTY OF FRESNO


By:   
Brian Pacheco, Chairman  
Board of Supervisors

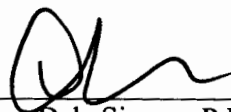
ATTEST:

BERNICE E. SEIDEL, Clerk  
Board of Supervisors

By:   
Deputy

Recommended for Approval:

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.  
00476-00005/3662341.1



ATP Riverdale Pedestrian Path

Parcel 03  
Portion of APN 053-380-27ST

Exhibit 'A'

Those portions of Lot 14 of Marha C. Kruger Subdivision, according to the map thereof recorded in Book 9, Page 61 of Plats, Fresno County Records, in Section 25, Township 17 South, Range 19 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, described as follows:

COMMENCING at the Northwest corner of Outlot B of Countryside Estates, Tract No. 5238, according to the map thereof recorded in Book 70, Pages 92-93 of Plats, Fresno County Records; thence, North 00°00'05" West, along the existing East Right of Way line of South Feland Avenue, a distance of 182.39 feet to the TRUE POINT OF BEGINNING;

- 1) Thence, North 00°00'05" West, along said existing East Right of Way line, a distance of 17.20 feet;
- 2) Thence, South 26°01'38" East, a distance of 6.84 feet;
- 3) Thence, South 00°00'05" East, a distance of 4.99 feet;
- 4) Thence, South 26°17'51" West, a distance of 6.77 feet to the TRUE POINT OF BEGINNING

Containing 0.0008 acre of land more or less.

Together with the following described parcel:

COMMENCING at the Northwest corner of Outlot B of Country Estates, Tract No. 5238, according to the map thereof recorded in Book 70, Pages 92-93 of Plats, Fresno County Records; thence, North 00°00'05" West, along the existing East Right of Way line of South Feland Avenue, a distance of 458.00 feet to the TRUE POINT OF BEGINNING;

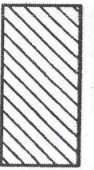
- 1) Thence, North 00°00'05" West, along said existing East Right of Way line, a distance of 16.73 feet;
- 2) Thence, South 25°35'36" East, a distance of 6.95 feet;
- 3) Thence, South 00°00'05" East, a distance of 4.15 feet;
- 4) Thence, South 25°23'56" West, a distance of 6.99 feet to the TRUE POINT OF BEGINNING

Containing 0.0007 acre of land more or less.



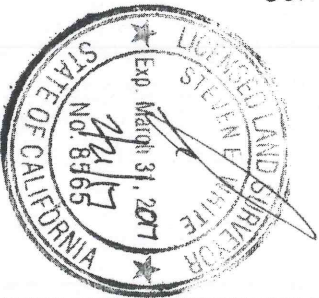
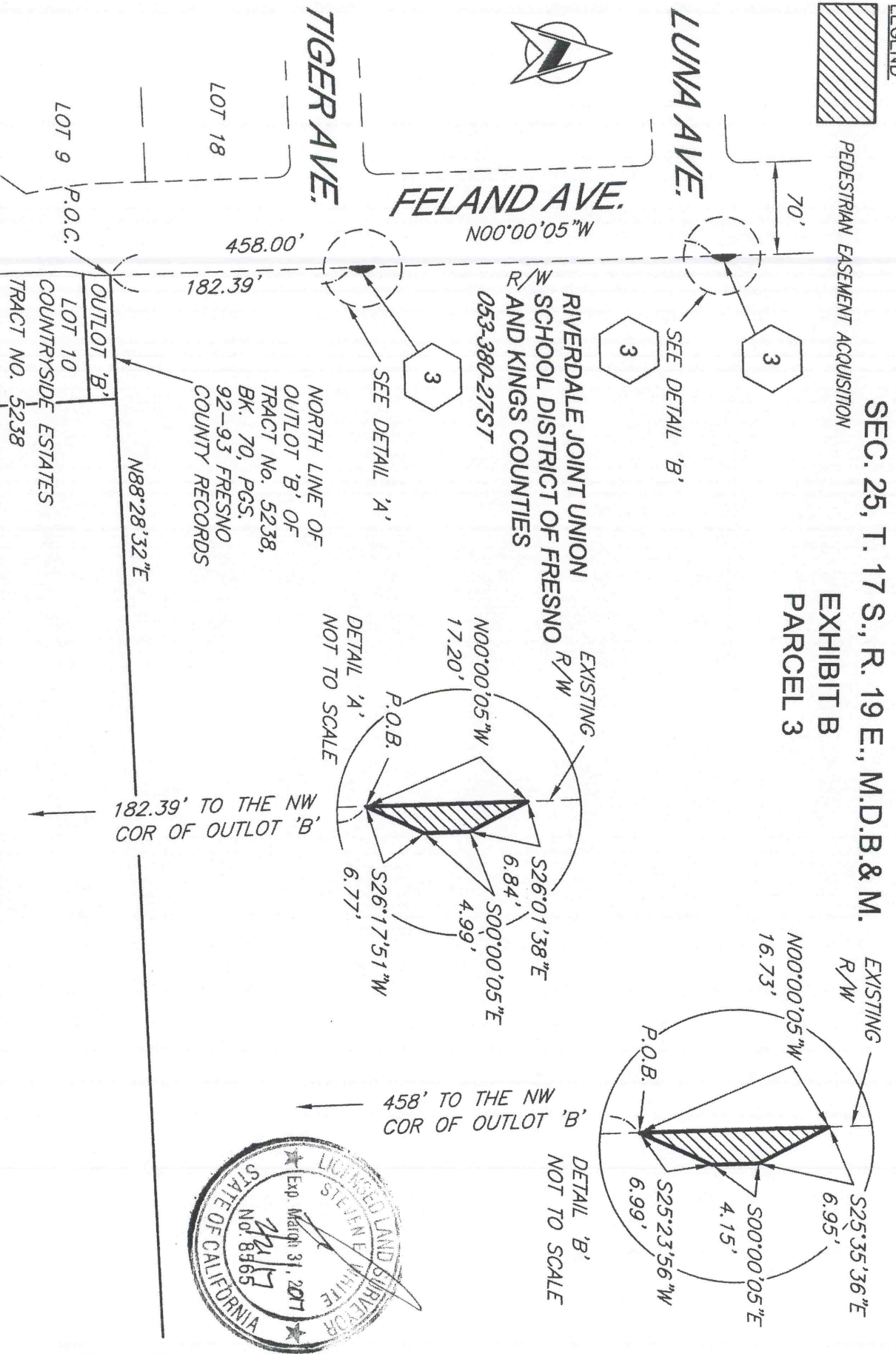


**LEGEND**



PEDESTRIAN EASEMENT ACQUISITION

**SEC. 25, T. 17 S., R. 19 E., M.D.B.& M.  
EXHIBIT B  
PARCEL 3**



NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

DRAWN: GMEIDINA

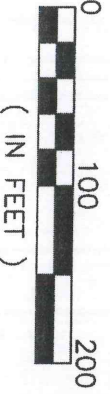
01/31/17

CHECKED: JDOWNMYER

01/31/17

REVISION: XX

00/00/00



DEPARTMENT OF PUBLIC WORKS AND PLANNING

**ATP RIVERDALE PEDESTRIAN PATH  
FELAND AVENUE**

#NO.

SHEET NO. 1 OF 1

Parcel 3; APN 053-380-27S

Permanent Right-of-Way: \$500

Fund: 0010

Subclass: 11000

Org: 4510

Account: 8110

Program: 91267

Temporary Construction Permit: N/A

Fund: 0010

Subclass: 11000

Org: 4510

Account: 8110

Program: 91276

GRANTOR:	<u>Riverdale Irrigation District,</u>	PROJECT:	<u>ATP – Riverdale Pedestrian</u>
	<u>an irrigation district</u>	LIMITS:	<u>Path Project</u>
ADDRESS:	<u>21027 S. Brawley Avenue</u>	PARCEL:	<u>4</u>
	<u>Riverdale, CA 93656</u>	DATE:	<u>3-23-17</u>
	<u>No APN; within Burrel Canal</u>	Federal Project ID: ATPL – 5942(256)	

## 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 \$3,900.00 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:  
0.013 acre pedestrian easement, temporary construction permit, fencing, gate, conducting a special irrigation board meeting and severance damages to the remainder, if any.

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

**THIS RIGHT OF WAY CONTRACT MAY BE SIGNED IN COUNTER-PART**

Riverdale Irrigation District, an  
irrigation district


By:   
Leonard Acquistapace, President

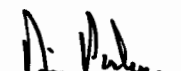
By: \_\_\_\_\_

COUNTY OF FRESNO

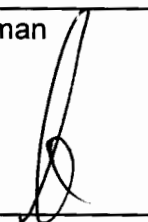
ATTEST:


BERNICE E. SEIDEL, Clerk  
Board of Supervisors

By:   
Deputy

By:   
Brian Pacheco, Chairman  
Board of Supervisors

Recommended for Approval:

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**

**ATP Riverdale Pedestrian Path**

**Parcel 04A  
Portion of Burrel Canal**

**Exhibit 'A'**

That portion of Section 25, Township 17 South, Range 19 East, Mount Diablo Base and Meridian, said portion being in the Burrell Canal, according to the Martha C. Kruger Subdivision Map, recorded in Book 9, Page 61 of Plats, Fresno County Records, in the County of Fresno, State of California, described as follows:

BEGINNING at a point on the West line of that Lot, shown as Not Included, according to the Map of Tract No. 1363, F.B. Mendes Addition, recorded in Book 16, Pages 91 of Plats, Fresno County Records; North 00°00'00" East, a distance of 116.29 feet along said West line from the Southwest corner of said Lot, shown as Not Included;


- 1) Thence, leaving said West line, North 38°10'13" East, along the most Northwesterly line of said Lot, shown as Not Included, a distance of 12.02 feet to a corner on the North line of said Lot;
- 2) Thence, North 87°02'00" East, along the North line of said Lot, a distance of 0.57 feet;
- 3) Thence, North 00°00'00" West, parallel with and 8 feet East of the East Right of Way line of Feland Avenue, a distance of 66.09 feet to the South line of Lot 21 of said Martha C. Kruger Subdivision;
- 4) Thence, South 87°02'00" West, along said South line, a distance of 8.01 feet to the East line of a 60 feet strip of Right of Way, being Feland Avenue;
- 5) Thence, South 00°00'00" East, along said East Right of Way line of Feland Avenue, a distance of 75.15 feet to the TRUE POINT OF BEGINNING


Containing **0.013** acre of land more or less.

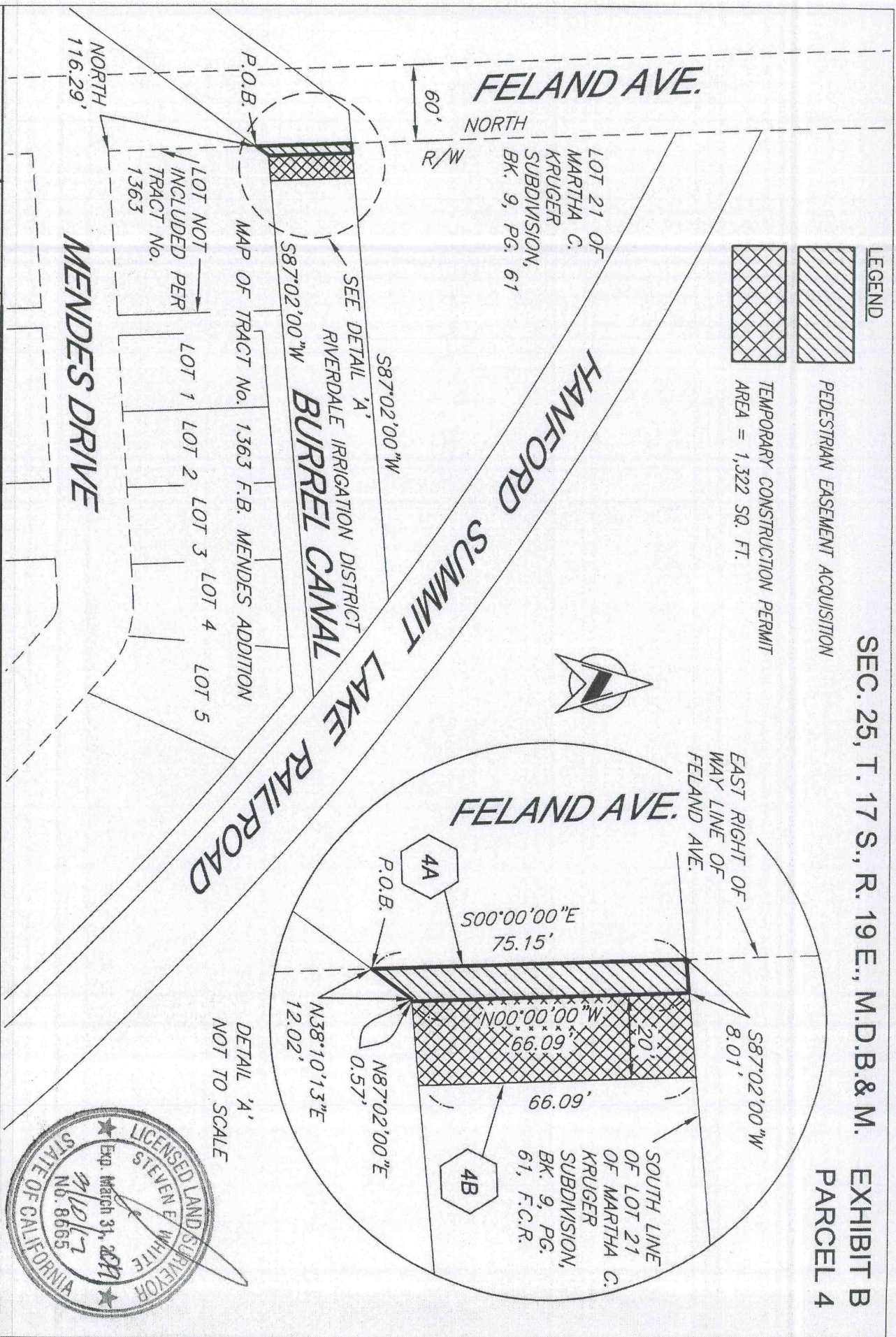


SEC. 25, T. 17 S., R. 19 E., M.D.B.& M. EXHIBIT B  
PARCEL 4

**LEGEND**

 PEDESTRIAN EASEMENT ACQUISITION

 TEMPORARY CONSTRUCTION PERMIT  
AREA = 1,322 SQ. FT.



NAME:		DATE:	
DRAWN: GMEJINA		01/31/17	
CHECKED: JDOMMYER		01/31/17	
REVISION: XX		00/00/00	



( IN FEET )



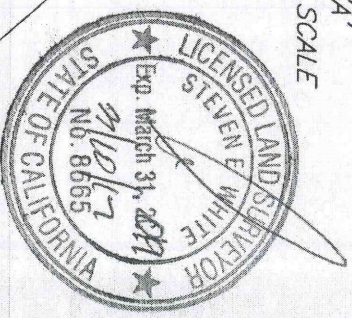
DEPARTMENT OF PUBLIC WORKS AND PLANNING

ATP RIVERDALE PEDESTRIAN PATH

FELAND AVENUE

#NO.

SHEET NO. 1 OF 1





Parcel 4; No APN; within Burrel Canal

Permanent Right-of-Way: \$3,500

Fund: 0010

Subclass: 11000

Org: 4510

Account: 8110

Program: 91267

Temporary Construction Permit: \$400

Fund: 0010

Subclass: 11000

Org: 4510

Account: 8110

Program: 91276

GRANTOR: <u>Riverdale Memorial District</u>	PROJECT: <u>ATP – Riverdale Pedestrian</u>
	LIMITS: <u>Path Project</u>
ADDRESS: <u>3085 W. Mount Whitney</u>	PARCEL: <u>5</u>
<u>Riverdale, CA 93656</u>	DATE: <u>3-14-17</u>
APN: 053-260-07T	Federal Project ID: ATPL – 5942(256)

## 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 \$500.00 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.

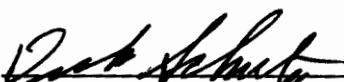
8. Clause 3 above includes payment for the replacement of improvements such as fencing and/or irrigation facilities that are within the area being acquired for this project and must be replaced in order to proceed with the construction of the project. If Grantor(s) does not replace said items, County 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:  
0.006 acre pedestrian 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.

Riverdale Memorial District

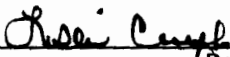
BY:   
Dick Schultz, President

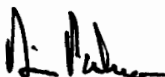
By: \_\_\_\_\_


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:   
Dale Siemer, P.E.  
Supervising Engineer

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED



**ATP Riverdale Pedestrian Path**

**Parcel 05A  
Portion of APN 053-260-07T**

**Exhibit 'A'**

That portion of Lot 21 of the Martha C. Kruger Subdivision Map, recorded in Book 9, Page 61 of Plats, Fresno County Records, in Section 25, Township 17 South, Range 19 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, described as follows:

BEGINNING at a point on the South line of said Lot 21, North 87°02'00" East, a distance of 20.03 feet along said South line from the Southwest corner of said Lot 21;

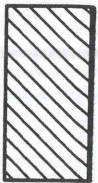
- 1) Thence, leaving said South line, North 00°00'00" West, along the East line of a 60 feet strip of Right of Way, being Feland Avenue, a distance of 45.26 feet;
- 2) Thence, North 90°00'00" East, a distance of 5.44 feet;
- 3) Thence, South 00°00'00" East, parallel with said East line of a 60 feet strip, a distance of 31.00 feet;
- 4) Thence, South 88°25'16" East, a distance of 2.56 feet;
- 5) Thence, South 00°00'00" East, Parallel with said East line of a 60 feet strip, a distance of 13.77 feet to the South line of said Lot 21;
- 6) Thence, South 87°02'00" West, along said South line, a distance of 8.01 feet to the TRUE POINT OF BEGINNING

Containing 0.006 acre of land more or less.



**EXHIBIT B  
PARCEL 5**

### LEGEND

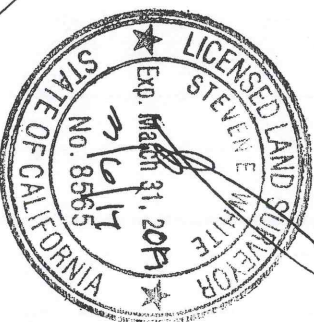
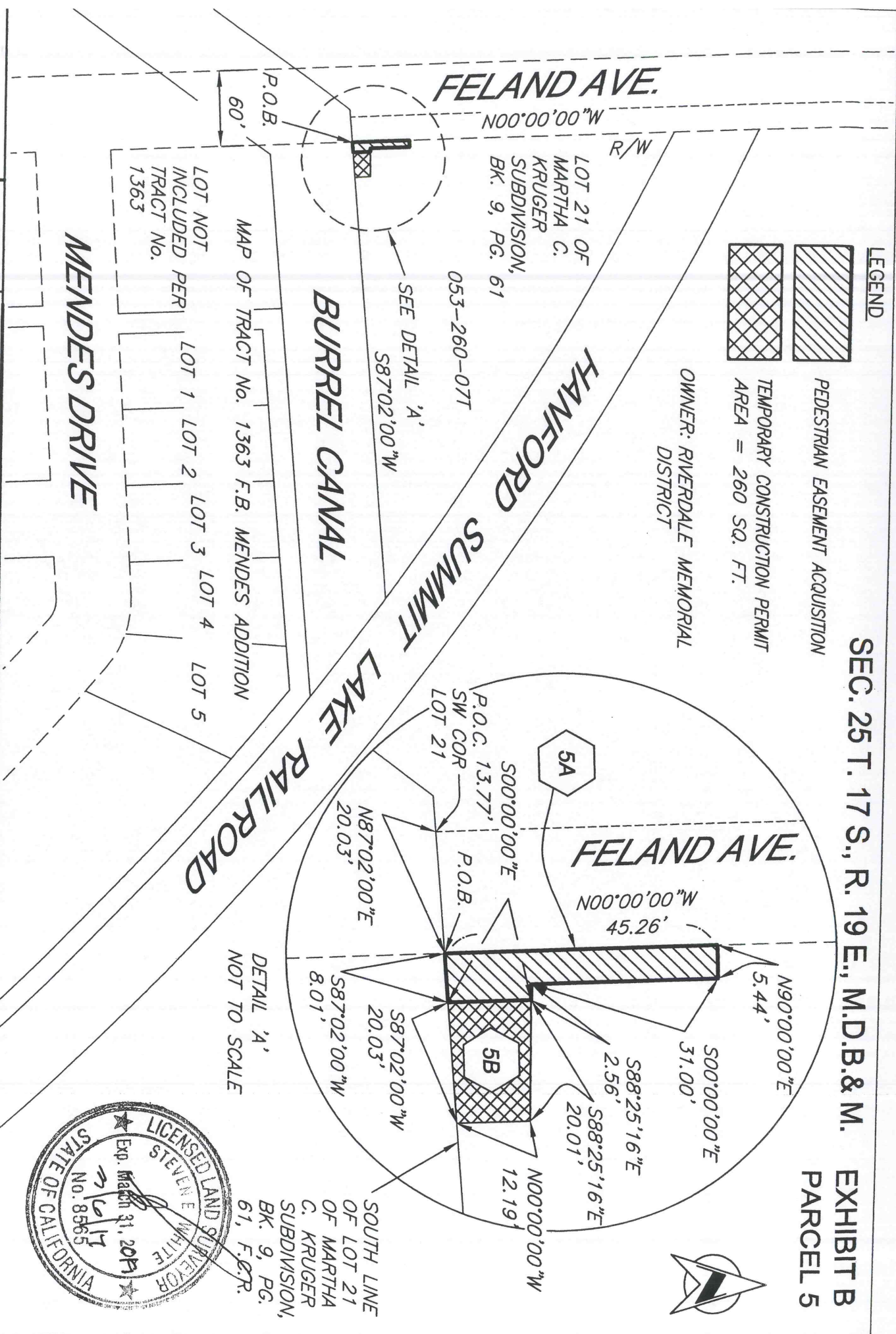


PEDESTRIAN EASEMENT ACQUISITION



TEMPORARY CONSTRUCTION PERMIT  
AREA = 260 SQ. FT.

OWNER: RIVERDALE MEMORIAL DISTRICT



NAME:

DATE:

DRAWN: GMEDINA

2/22/17

CHECKED: JDONMYER

02/22/17

REVISION: 1

02/22/17



DEPARTMENT OF PUBLIC WORKS AND PLANNING

# ATP RIVERDALE PEDESTRIAN PATH

FELAND AVENUE

UN#

פירוש חזקוני

Parcel 5; APN 053-260-07T

Permanent Right-of-Way: \$476

Fund: 0010

Subclass: 11000

Org: 4510

Account: 8110

Program: 91267

Temporary Construction Permit: \$24

Fund: 0010

Subclass: 11000

Org: 4510

Account: 8110

Program: 91276



GRANTOR: <u>Riverdale Joint Unified School</u>	PROJECT: <u>ATP – Riverdale Pedestrian</u>
<u>District</u>	LIMITS: <u>Path Project</u>
ADDRESS: <u>3160 W. Mt Whitney</u>	PARCEL: <u>6</u>
<u>Riverdale, CA 93656</u>	DATE: <u>3/24/17</u>
APN: 053-130-12T	Federal Project ID: ATPL – 5942(256)

## RIGHT OF WAY CONTRACT

An easement deed to the County of Fresno ("Grantee") from the Grantor 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 has title to the property, described in Exhibit "A" and shown on Exhibit "B" ("Easement Area"), 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 their location, grade or construction of the proposed public improvement.

3. The County shall pay the undersigned Grantor the sum of \$500.00 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 receiving the total sum as state in Clause 3, the undersigned Grantor 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 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 sidewalks along Grantor's property as described in Exhibits "A" and "B" to this contract ("Sidewalks") 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 4 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 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 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 Grantor's property line. Grantor 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.

9. Grantor 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.

10. The sum set forth in Clause 3 above includes full payment for the following: 0.0010 acre pedestrian easement, temporary construction permit and severance damages to the remainder, if any.

11. Upon entry by either party onto Parcel 6 in connection with installation of Sidewalks in the Easement Area, the County shall: (a) perform all work in a safe manner; (b) not permit any hazardous condition to remain in or around the sidewalk; (c) repair any damage or disturbance to that portion of the sidewalk during construction; (d) keep the Easement Area free and clear of all mechanic's and materialmen's liens arising out of Grantee's activities; and, (e) if using independent contractors for construction, procure and use contractors who maintain, during all periods of entry pursuant to this paragraph, general liability and property damage insurance with a combined single limit per occurrence of at least One Million Dollars (\$1,000,000), Two Million Dollars (\$2,000,000) aggregate for completed operation, Two Million Dollars (\$2,000,000) general aggregate, and Five Million Dollars (\$5,000,000)


umbrella or excess liability. The County's contractor shall name the District as "additional insured" with respect to the contractor's insurance policy.

12. County agrees to indemnify and defend District, its Board, employees, agents, representatives, heirs, successors and assigns, against any and all claims, actions, or demands, costs or expense, including reasonable attorney's fees, arising out of or in any way connected to any activities of County, its agents, representatives, heirs, successors, assigns or invitees arising out of its use and/or maintenance of the Easement, excluding claims resulting from the alleged negligence or willful misconduct of the District.

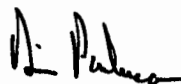
13. County shall maintain its program of self-insurance in effect at all times and shall submit a letter of self-insurance to the District. In the event that the letter of self-insurance expires prior to or during construction, County shall provide to District an updated letter of self-insurance.

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

RIVERDALE JOINT UNIFIED SCHOOL DISTRICT

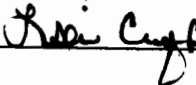
By:   
Jeff Percell, Superintendent

COUNTY OF FRESNO


By:   
Brian Pacheco, Chairman  
Board of Supervisors


ATTEST:

BERNICE E. SEIDEL, Clerk  
Board of Supervisors

By:   
Deputy

Recommended for Approval:

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.  
00476-00005/3662341.1



ATP Riverdale Pedestrian Path

Parcel 06A  
Portion of APN 053-130-12T

Exhibit 'A'

That portion in Section 24, Township 17 South, Range 19 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, described as follows:

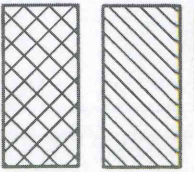
COMMENCING at Southeast corner of Lot 7 of Tract No. 1028, Central Addition No. 3, according to the map thereof recorded in Book 14, Page 21 of Plats, Fresno County Records; thence, along the East line of said Lot 7, North 00°00'00" West, a distance of 140.00 feet to the Northeast corner of said Lot 7; thence, North 90°00'00" East, a distance of 60 feet to the East line of a 60 feet strip of Right of Way, being Hazel Avenue; thence, along said East line, North 00°00'00" West, a distance of 37.27 feet to the TRUE POINT OF BEGINNING;

- 1) Thence, leaving said East line, North 90°00'00" East, a distance of 13.22 feet;
- 2) Thence, North 00°04'56" East, a distance of 31.48 feet;
- 3) Thence, South 90°00'00" West, a distance of 13.26 feet to said East line;
- 4) Thence, South 00°00'00" East, along said East line, a distance of 31.48 feet to the TRUE POINT OF BEGINNING

Containing 0.010 acre of land more or less.



**LEGEND**

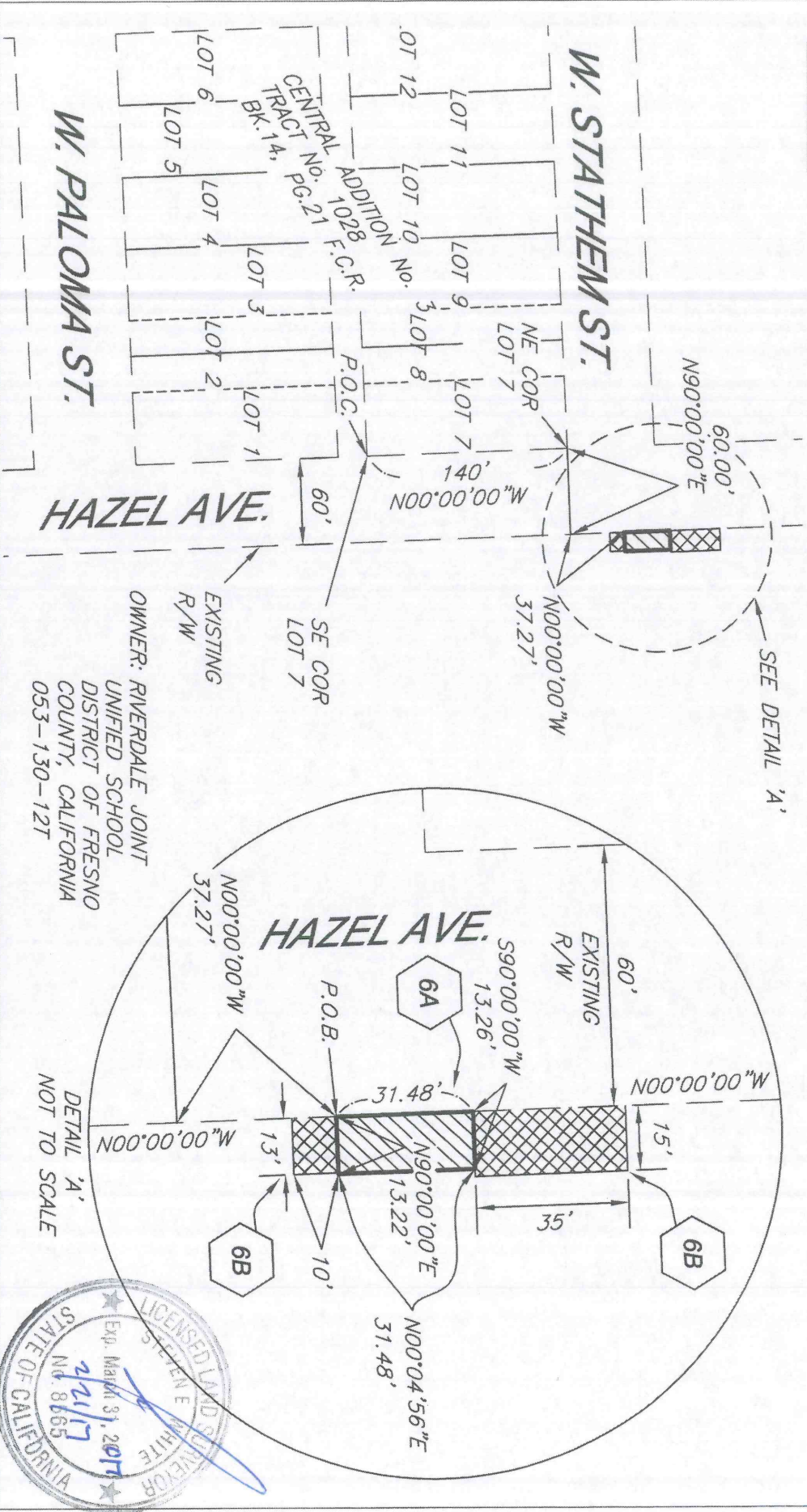


PEDESTRIAN EASEMENT ACQUISITION

TEMPORARY CONSTRUCTION PERMIT  
AREA = 655 SQ. FT.

SEC. 25, T. 17 S., R. 19 E., M.D.B.& M.

EXHIBIT B  
PARCEL 6



OWNER: RIVERDALE JOINT  
UNIFIED SCHOOL  
DISTRICT OF FRESNO  
COUNTY, CALIFORNIA  
053-130-127

DETAIL 'A'  
NOT TO SCALE



NAME:	DATE:	 ( IN FEET )		DEPARTMENT OF PUBLIC WORKS AND PLANNING  ATP RIVERDALE PEDESTRIAN PATH  HAZEL AVENUE	#NO.    SHEET NO. 1 OF 1
DRAWN: GMEADINA	01/31/17				
CHECKED: JDONMYER	01/31/17				
REVISION: XX	00/00/00				

Parcel 6; APN 053-130-12T

Permanent Right-of-Way: \$440

Fund: 0010

Subclass: 11000

Org: 4510

Account: 8110

Program: 91267

Temporary Construction Permit: \$60

Fund: 0010

Subclass: 11000

Org: 4510

Account: 8110

Program: 91276