

GRANTOR:	Denken Farms, a California limited partnership	PROJECT:	American Avenue
		LIMITS:	SR99 to Temperance Avenue
ADDRESS:	Post Office Box 157	PARCEL:	7
	Friant, CA 93626	DATE:	12-19-2016
	APN: 340-070-03		Federal Project ID: HPLUL-5942(171) and (172)

## 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 \$37,600 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. The sum set forth in Clause 3(A) above includes payment for the following: 0.245 acre (10,672 SF) road easement; 640 LF of fencing; 4 end posts, wire and trellis system repair; drip irrigation reconfiguration; compaction/grading of a new turn row; removal and disposal of vines for new turn row; and loss of existing 155 vines for the new turn row, and severance damages to the remainder, if any.

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

GRANTOR:

Denken Farms, a California limited partnership

By Partners:

By: 

Dennis S. Parnagian, as Trustee of the  
Dennis and Donna Parnagian Living Trust  
dated September 22, 1995

By: 

Randy F. Parnagian, as Trustee of the  
Randy and Susan Parnagian Living Trust,  
dated October 19, 1995

ATTEST:

BERNICE E. SEIDEL, Clerk  
Board of Supervisors

By: 

Deputy

COUNTY OF FRESNO

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**

**AMERICAN AVE.  
State Highway 99 to Temperance Ave.**

**Parcel 07  
Portion of APN 340-070-03**

**Exhibit A**

That portion of the Northwest Quarter of Section 5, Township 15 South, Range 21 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, described as follows:

COMMENCING at a point on the South line of Section 31, Township 14 South, Range 21 East, Mount Diablo Base and Meridian, North 90°00'00" West, a distance of 38.85 from the Southeast corner of said Section 31; thence, along the Northeasterly Right of Way line of the Union Pacific Railroad Company, South 40°46'58" East, a distance of 39.37 feet to the South line of the North 30 feet of said Section 5 said point being THE TRUE POINT OF BEGINNING;

- 1) Thence, Along said South line, South 89°08'49" East, a distance of 668.43 feet; thence,
- 2) Thence, leaving said South line, South 87°54'27" West, a distance of 499.46 feet;
- 3) Thence, South 89°59'51" West, a distance of 134.41 feet;
- 4) Thence, South 24°36'07" West, a distance of 8.75 feet to said Northeasterly Right of Way line of the Union Pacific Railroad Company;
- 5) Thence, Along said Northeasterly Right of Way line of the Union Pacific Railroad Company, North 40°46'58" West, a distance of 47.74 feet more or less to THE TRUE POINT OF BEGINNING

Containing 0.245 acre of land more or less.



BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHEAST QUARTER T. 15 S., R. 21 E., M.D.B.&M.  
 OF SECTION 31, T14S, R21E. M.D.B.&M. IS  
 ASSUMED TO BE N90°00'00"E

PEACH AVENUE

NW COR SEC 5  
15/21

SE COR SEC  
31, 14/21

N90°00'00"W  
38.85'

POC PARCEL 7

GOLDEN BLVD STATE  
(FORMERLY STATE HIGHWAY 99)

S40°46'58"E  
39.37'

N40°46'58"W  
47.74'

SECTION LINE

2,619.73'

POB PARCEL 7

668.43'

AMERICAN AVENUE

R/W

R/W

499.46'

S87°54'27"W

134.41'

S89°59'51"W

S24°36'07"W

8.75'

UNION PACIFIC R.R.  
NORTHEASTERLY RIGHT OF WAY LINE OF  
THE UNION PACIFIC R.R.

7

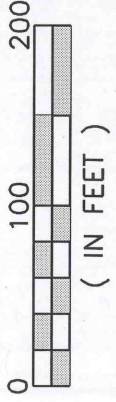
DENKEN FARMS, A CALIFORNIA  
LIMITED PARTNERSHIP

340-070-03

LEGEND



RIGHT OF WAY ACQUISITION



NAME:	DATE:
DRAWN: GMEDINA	01/07/16
CHECKED: JDONMYER	01/07/16
REVISION: XX	00/00/00

DEPARTMENT OF PUBLIC WORKS AND PLANNING
AMERICAN AVENUE
STATE HIGHWAY 99 TO TEMPERANCE AVENUE
#NO. 1 OF 1

American Avenue - SR 99 to Temperance  
Avenue Road Improvement Project - Parcel 7  
Denken Farms

Permanent Right-of-Way: \$37,600

Fund: 0010

Subclass: 11000

Org: 4510

Account: 8110

Project: I23101

Program: 91267

GRANTOR: Margaret E. Enochs,  
Trustee of the 1995 Gerald E.  
Enochs and Margaret E. Enochs  
Revocable Trust

PROJECT: American Avenue

LIMITS: SR99 to Temperance Avenue

ADDRESS: 5721 S. Peach Avenue

PARCEL: 8

Fresno, CA 93725

DATE: 12-6-2016

APN: 340-070-52

Federal Project ID:  
HPLUL-5942(171) and (172)

## 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 \$27,900 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. The sum set forth in Clause 3(A) above includes payment for the following: 0.092 acre (4,008 SF) road easement, relocation of one (1) gate, 600 SF of asphalt, 120 LF of fencing, 1,080 SF of parking loss, and severance damages to the remainder, if any.

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

GRANTOR:

By: Margaret E. Enochs  
Margaret E. Enochs, Trustee of the 1995  
Gerald E. Enochs and Margaret E. Enochs  
Revocable Trust

COUNTY OF FRESNO

By: Brian Pacheco  
Brian Pacheco, Chairman  
Board of Supervisors

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

ATTEST:

BERNICE E. SEIDEL, Clerk  
Board of Supervisors

By: Rose C. [Signature]  
Deputy

Recommended for Approval:

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

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

**AMERICAN AVE.  
State Highway 99 to Temperance Ave.**

**Parcel 08  
Portion of APN 340-070-52**

**Exhibit A**

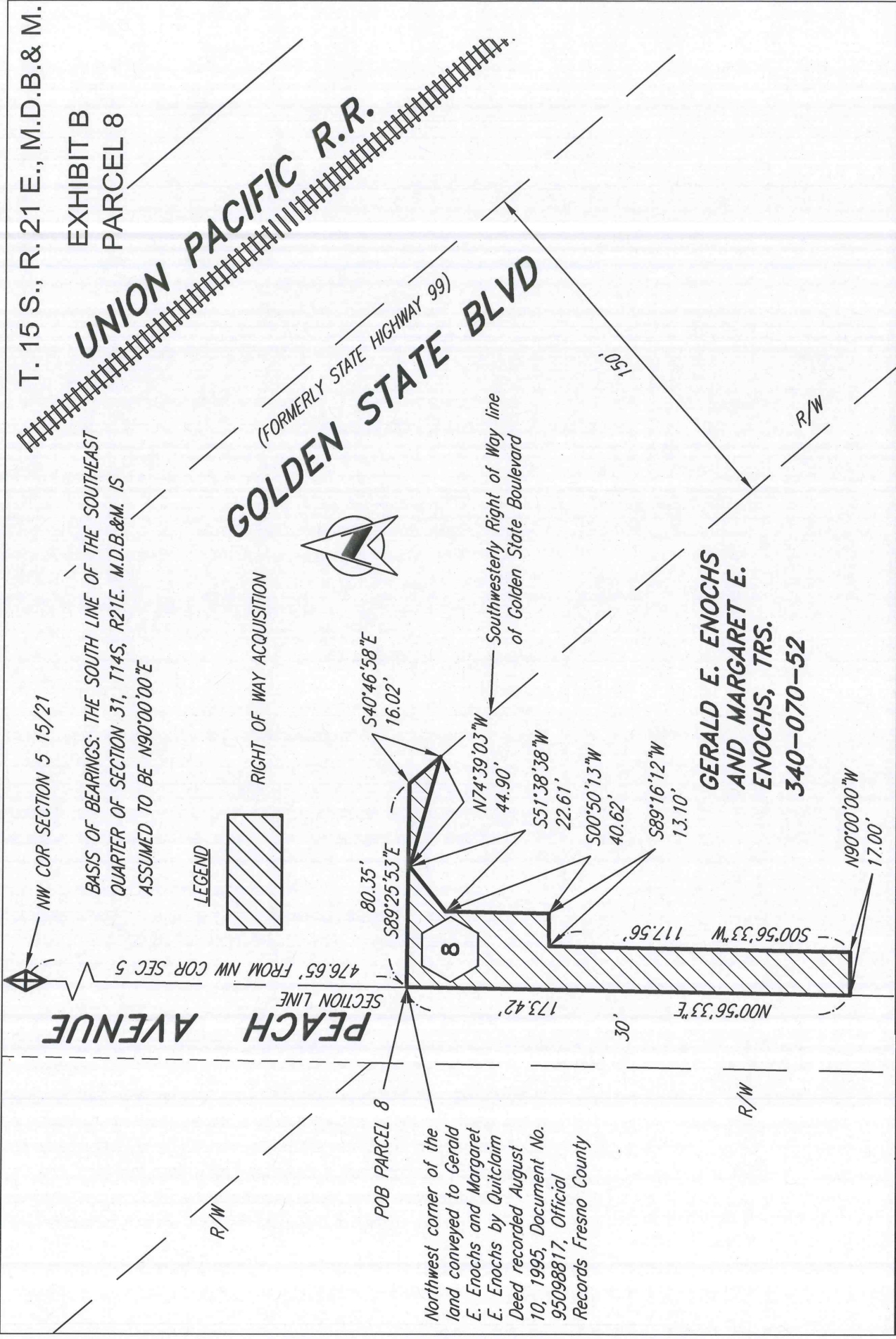
That portion of the Northwest Quarter of Section 5, Township 15 South, Range 21 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, described as follows:

BEGINNING at the Northwest corner of the land described to Gerald E. Enochs and Margaret E. Enochs by Quitclaim Deed recorded August 10, 1995, Document No. 95098817, Official Records Fresno County, said Northwest corner being at the intersection of the West line of Section 5 and the Southwesterly Right of Way line of Golden State Boulevard (formerly Highway 99);

- 1) Thence, along said Southwesterly Right of Way line, South 89°25'53" East, a distance of 80.35 feet to an angle point on said Southwesterly Right of Way line;
- 2) Thence, along said Southwesterly Right of Way line, South 40°46'58" East, a distance of 16.02 feet;
- 3) Thence, leaving said Southwesterly Right of Way line, North 74°39'03" West, a distance of 44.90 feet;
- 4) Thence, South 51°38'38" West, a distance of 22.61 feet;
- 5) Thence, South 00°50'13" West, a distance of 40.62 feet;
- 6) Thence, South 89°16'12" West, a distance of 13.10 feet;
- 7) Thence, South 00°56'33" West, a distance of 117.56 feet;
- 8) Thence, North 90°00'00" West, a distance of 17.00 feet to said West line of Section 5;
- 9) Thence, Along said West line, North 00°56'33" East, a distance of 173.42 feet more or less to the POINT OF BEGINNING

Containing 0.092 acre of land more or less.





NAME:		DATE:
DRAWN: GMEDINA		11/14/16
CHECKED: JDONMYER		11/14/16
REVISION: XX		00/00/00

DEPARTMENT OF PUBLIC WORKS AND PLANNING AMERICAN AVENUE STATE HIGHWAY 99 TO TEMPERANCE AVENUE	

#NO.	SHEET NO. 1 OF 1
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American Avenue - SR 99 to Temperance  
Avenue Road Improvement Project - Parcel 8  
Margaret E. Enochs, Trustee

Permanent Right-of-Way: \$27,900

Fund: 0010

Subclass: 11000

Org: 4510

Account: 8110

Project: 123101

Program: 91267