

GRANTOR:	Ramiro Acosta, Maria Guadalupe Acosta, Jesus Ramirez and <u>ESTELA</u> Maria Estela Ramirez	PROJECT:	Travers Creek Bridge
		LIMITS:	Replacement on Manning Ave.
ADDRESS:	21298 E. Manning Avenue	PARCEL:	1
	Reedley, CA 93654	DATE:	10/10/17
	APN: 373-350-08		Federal Project ID: BRLS-5942(198)

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 documents.

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 \$35,600.00 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 external escrow by Fidelity National Title Company, 7475 N. Palm Avenue, Suite 101, Fresno, CA 93711.

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

ATTEST:
BERNICE E. SEIDEL
Clerk to the Board of Supervisors
County of Fresno, State of California
By: [Signature] Deputy

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 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).

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:
0.185 acre road easement, 0.051 acre access easement for adjacent parcel, fencing, landscaping, trees, temporary construction permit, cut and cap irrigation lines and severance damages to the remainder, if any.

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

[Signature]
Ramiro Acosta

[Signature]
Maria Guadalupe Acosta

[Signature]
Jesus Ramirez

[Signature]
Maria Estela Ramirez
AKA: MARIA ESTELLA RAMIREZ

COUNTY OF FRESNO

Recommended for Approval:
Continental Field Service

By: [Signature]
Sal Quintero, Chairman
Board of Supervisors

By: [Signature]
Mike Parr, Right of Way Agent

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

By: [Signature]
Dale Siemer, P.E.
Supervising Engineer

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZE

**HBP - Travers Creek on Manning
Avenue**

**Parcel 01A
Portion of APN 373-350-08**

Exhibit A

That portion of the West half of the Southeast Quarter of the Southwest Quarter of Section 19, Township 15 South, Range 24 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, described as follows:

BEGINNING at the Intersection of the North line of the South 30 feet of said Southwest Quarter and the East line of said West half of the Southeast Quarter of the Southwest Quarter of Section 19;

- 1) Thence, along said North line, South 90°00'00" West, a distance of 454.27 feet;
- 2) Thence, leaving said North line, North 00°00'00" East, a distance of 8.00 feet;
- 3) Thence, Parallel with said North line, North 90°00'00" East, a distance of 160.33 feet;
- 4) Thence, North 00°00'00" East, a distance of 15.00 feet;
- 5) Thence, parallel with said North line, North 90°00'00" East, a distance of 293.84 feet to said East line of said West half of the Southeast Quarter of the Southwest Quarter;
- 6) Thence, along said East line, South 00°14'08" East, a distance of 23.00 feet to the POINT OF BEGINNING

Containing 0.185 acres of land, more or less.



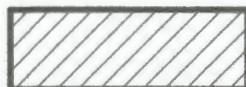
MR. & MRS. JOSE L. MENDOZA

373-350-08

1A

PORTION SECTION 19, T. 15 S., R. 24 E., M.D.B. & M.

LEGEND



RIGHT OF WAY
ACQUISITION

EXHIBIT B
PARCEL 1A

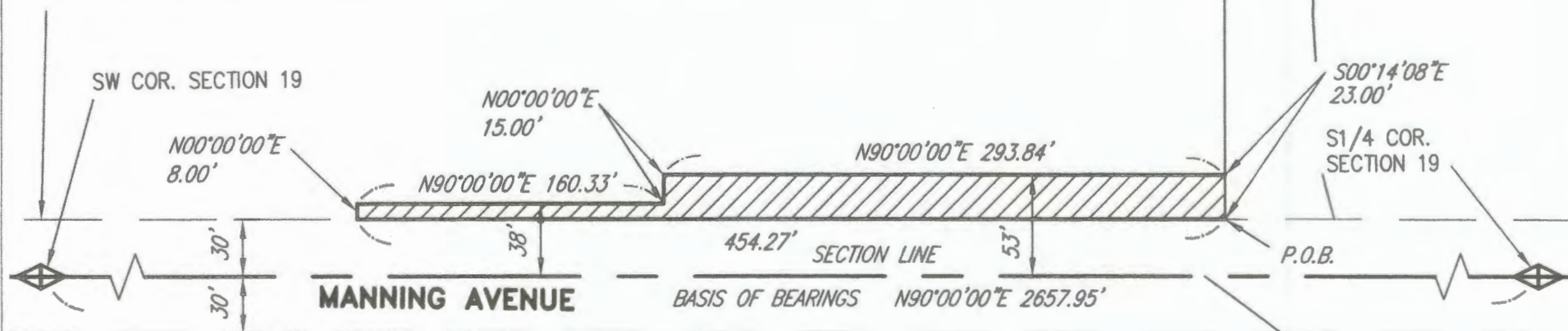


0.26 MILES TO ENGLEHART AVENUE



EAST LINE OF THE WEST
HALF OF THE SOUTHEAST
QUARTER OF THE
SOUTHWEST QUARTER OF
SECTION 19

NORTH LINE OF THE SOUTH 30 FEET
OF THE SOUTHWEST QUARTER OF
SECTION 19



NAME:	DATE:	 (IN FEET)		DEPARTMENT OF PUBLIC WORKS AND PLANNING	
DRAWN: GMEDINA	04/26/17			TRAVERS CREEK	
CHECKED: GMEDINA	04/26/17			ON MANNING AVENUE	
REVISION: XX	00/00/00			#NO.	SHEET NO. 1

Travers Creek Bridge Replacement Project on Manning Avenue
Parcel 1 - Ramiro Acosta and Maria Guadalupe Acosta, and Jesus Ramirez and Maria
Estela Ramirez, 21298 E. Manning Ave., CA 93654

Temporary Construction Permit: \$1,694

Fund: 0010

Subclass: 11000

Org: 4510

Account: 8110

Project: J11126

Program: 91276

Access Easement for Adjacent Parcel: \$1,377

Fund: 0010

Subclass: 11000

Org: 4510

Account: 8110

Project: J11126

Program: 91276

Permanent Right-of-Way: \$32,529

Fund: 0010

Subclass: 11000

Org: 4510

Account: 8110

Project: J11126

Program: 91267