

GRANTOR:	<u>Richard Adams</u>	PROJECT:	<u>CMAQ – Fowler Avenue</u>
		LIMITS:	<u>Elkhorn Ave. to South Ave.</u>
ADDRESS:	<u>P.O. Box 224</u>	PARCEL:	<u>18</u>
	<u>Laton, CA 93242</u>	DATE:	<u>4-27-18</u>
	<u>APN: 385-180-62</u>		Federal Project ID: CML-5942(211)

## 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 to include the terms and obligations contained in the Settlement of Eminent Domain Actions to be signed by the parties along with this Right of Way Contract. 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 \$14,300.00 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

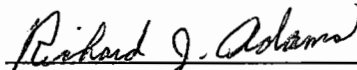
the right to remove and dispose of improvements, shall commence 60 days from the Board of Supervisor's approval of this Right of Way Contract or the date the deed is recorded, whichever occurs first, and that the amount shown in Clause 3 herein includes, but is not limited to, full payment for such possession 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.

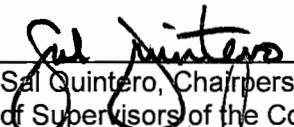
9. Grantor(s) agrees to hold the County harmless and reimburse the County for any and all losses and expenses as to the property being acquired hereunder occasioned by reason of any lease of said property held by any tenant of grantor(s).

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

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

  
Richard Adams


COUNTY OF FRESNO

By:   
Sal Quintero, Chairperson of the Board  
of Supervisors of the County of Fresno

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

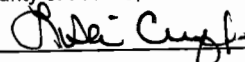
Recommended for Approval:

By:   
R. Scott Beyelia  
Real Property Agent

By:   
Dale Siemer, P.E.  
Supervising Engineer

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

ATTEST:  
BERNICE E. SEIDEL  
Clerk of the Board of Supervisors  
County of Fresno, State of California

By:  Deputy

**EXHIBIT "1"**

**Parcel 18**      Richard Adams  
                         a Portion of APN 358-180-62

**Legal Description of Part to be Acquired**

**Easement for Road Purposes**

Those portions of the East half of Section 33, Township 16 South, Range 21 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, described as follows:

BEGINNING at a point on the East line of said Section 33, North 00°04'20" East, a distance of 256.10 feet from the Southeast corner the said Section 33; thence,

- 1)      North 00°04'20" East, along said East line, a distance of 2,252.30 feet more or less to a point, said point is South 00°04'20" West, along the East line of said Section 33, a distance of 114 feet from the Northeast corner of the Southeast Quarter of said Section 33; thence,
- 2)      North 89°50'57" West, Parallel with the North line of said Southeast Quarter, a distance of 45.60 feet; thence,
- 3)      South 01°00'04" East, a distance of 508.96 feet; thence,
- 4)      South 00°14'58" East, a distance of 399.82 feet; thence,
- 5)      South 00°06'53" East, a distance of 399.89 feet; thence,
- 6)      South 00°13'07" East, a distance of 200.08 feet; thence,
- 7)      South 00°08'11" East, a distance of 121.47 feet; thence,
- 8)      South 00°42' 17" East, a distance of 78.20 feet; thence,
- 9)      South 00°04'20" West, a distance of 544.05' feet; thence,
- 10)    At right angles, South 89°55'40" East, a distance of 30.00 feet more or less to the POINT OF BEGINNING

Together with:

BEGINNING at a point which is on the Eastern boundary line of the Southeast Quarter of said Section 33, which point is 2 feet South from the Northeast corner of said Southeast Quarter; thence,

- 1) North  $89^{\circ}50'57''$  West, Parallel with the North line of said Southeast Quarter, a distance of 47.11 feet; thence,
- 2) North  $00^{\circ}03'23''$  West, a distance of 179.85 feet; thence,
- 3) North  $00^{\circ}38'43''$  East, a distance of 342.04 feet to the South line of the North 140 feet of the South half of the Southeast Quarter of the Northeast Quarter of said Section 33; thence,
- 4) Along said South line, South  $89^{\circ}50'57''$  East, a distance of 44.09 feet to the East line of said Section 33; thence,
- 5) Along said East line, South  $00^{\circ}04'20''$  West, a distance of 521.88 feet to the POINT OF BEGINNING

Containing 2.321 acres of land, more or less, which includes 1.911 acres of land more or less, within the existing County right of way and a net area of 0.410 acre, more or less



Parcel: 18 APN: 385-180-62

Permanent Right-of-Way:

\$0 (\$14,300 on Right of Way Contract #3 was deposited in State Condemnation Deposit Fund; funds on deposit with the state will be paid directly to the property owners. (See agenda item for further details)

Fund: 0010

Subclass: 11000

Org: 4510

Account: 8110

Program: 91267

Temporary Construction Permit:

\$0

Fund: 0010

Subclass: 11000

Org: 4510

Account: 8110

Program: 91276

GRANTOR:	<u>Richard Adams, Richard Joseph</u>	PROJECT:	<u>CMAQ – Fowler Avenue</u>
	<u>Adams II, and Michelle Adams</u>	LIMITS:	<u>Elkhorn Ave. to South Ave.</u>
ADDRESS:	<u>P.O. Box 224</u>	PARCEL:	<u>19</u>
	<u>Laton, CA 93242</u>	DATE:	<u>4-27-18</u>
	<u>APN: 385-180-61</u>		Federal Project ID: CML-5942(211)

## 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 to include the terms and obligations contained in the Settlement of Eminent Domain Actions to be signed by the parties along with this Right of Way Contract. 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 \$17,700.00 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

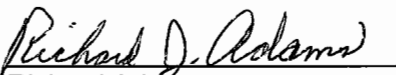
the right to remove and dispose of improvements, shall commence 60 days from the Board of Supervisor's approval of this Right of Way Contract or the date the deed is recorded, whichever occurs first, and that the amount shown in Clause 3 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

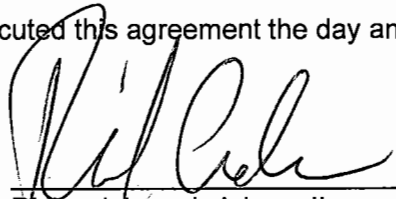
8. Clause 3 above includes payment for the replacement of improvements such as fencing and/or irrigation facilities that are within the area being acquired for this project and must be replaced in order to proceed with the construction of the project. If Grantor(s) does not replace said items, County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

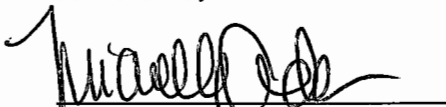
9. Grantor(s) agrees to hold the County harmless and reimburse the County for any and all losses and expenses as to the property being acquired hereunder occasioned by reason of any lease of said property held by any tenant of grantor(s).

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

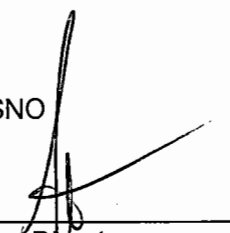
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

  
Richard Adams

  
Richard Joseph Adams II

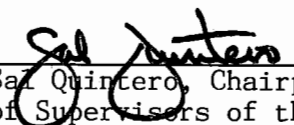
  
Michelle Adams


COUNTY OF FRESNO

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

Recommended for Approval:

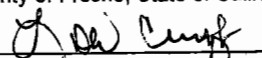
By:   
R. Scott Beyelia  
Real Property Agent

By:   
Sal Quintero, Chairperson of the Board  
of Supervisors of the County of Fresno

By:   
Dale Siemer, P.E.  
Supervising Engineer

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

ATTEST:  
BERNICE E. SEIDEL  
Clerk of the Board of Supervisors  
County of Fresno, State of California

By:  Deputy

**EXHIBIT "1"**

**Parcel 19**      Richard Joseph Adams II, Michelle Adams and Richard Adams  
a Portion of APN 385-180-61

**Legal Description of Part to be Acquired**

**Easement for Road Purposes**

That portion of the East half of Section 33, Township 16 South, Range 21 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, described as follows:

BEGINNING at a point which is on the Eastern boundary line of the Southeast Quarter of said Section 33, which point is 2 feet South from the Northeast corner of said Southeast Quarter; thence,

- 1) North 89°50'57" West, Parallel with the North line of said Southeast Quarter, a distance of 47.11 feet; thence,
- 2)        South 00°41'53" East, a distance of 112.01 feet; thence,
- 3)        South 89°50'57" East, Parallel with said North line, a distance of 45.60 feet to the East line of said Southeast Quarter; thence,
- 4)        Along said East line, North 00°04'20" East, a distance of 112.00 feet to the POINT OF BEGINNING

Containing **0.119** acres of land, more or less, which includes **0.077** acres of land more or less, within the existing County right of way and a net area of **0.042** acre, more or less



Parcel: 19 APN: 385-180-61

Permanent Right-of-Way:

\$16,300 (\$1,400 on Right of Way Contract #3 was deposited in State Condemnation Deposit Fund; funds on deposit with the state will be paid directly to the property owners. (See agenda item for further details)

Fund: 0010

Subclass: 11000

Org: 4510

Account: 8110

Program: 91267

Temporary Construction Permit: \$0

Fund: 0010

Subclass: 11000

Org: 4510

Account: 8110

Program: 91276