

SETTLEMENT OF EMINENT DOMAIN ACTIONS

RECITALS

On August 8, 2016, plaintiff COUNTY OF FRESNO ("COUNTY") filed a First Amended Complaint in Eminent Domain in the Fresno Superior Court (Case No. 16CECG02432, entitled *County of Fresno v. Richard Adams, et al.*) against defendants RICHARD ADAMS, JANET ADAMS, RICHARD JOSEPH ADAMS II (hereinafter "RICK ADAMS"), MICHELLE ADAMS, NICKKI ADAMS ALFORD, and BRIAN ALFORD, to acquire a permanent easement as a partial acquisition from a larger parcel located at 16657 South Fowler Avenue, Selma, California 93662 and further identified as APN 385-180-62, which is designated by COUNTY as Parcel 18 (hereinafter referred to as "PARCEL 18"). COUNTY seeks to acquire a permanent easement for road purposes over a portion of PARCEL 18. The legal description for the part of PARCEL 18 to be acquired is attached as **Exhibit "A"** and is incorporated into this Agreement by reference. RICHARD ADAMS is the owner in fee of PARCEL 18.

On July 29, 2016, COUNTY filed a Complaint in Eminent Domain in Fresno Superior Court (Case No. 16CECG02434, entitled *County of Fresno v. Richard Joseph Adams II, et al.*) against RICHARD JOSEPH ADAMS II (hereinafter "RICK ADAMS"), MICHELLE ADAMS, and RICHARD ADAMS, to acquire a permanent easement as a partial acquisition from a larger parcel located at 16661 South Fowler Avenue, Selma, California 93662 and further identified as APN 385-180-61, which is designated by COUNTY as Parcel 19 (hereinafter referred to as "PARCEL 19"). COUNTY seeks to acquire a permanent easement for road purposes over a portion of PARCEL 19. The legal description of the part of PARCEL 19 to be acquired is attached as **Exhibit "B"** and is incorporated into this Agreement by reference. RICK ADAMS and MICHELE ADAMS are the holders of a life estate in PARCEL 19. RICHARD ADAMS holds the remainder interest in PARCEL 19.

RICK ADAMS and MICHELLE ADAMS operate a dairy on the real property subject to COUNTY'S condemnation actions and referred to as the larger parcels identified as PARCEL 18 and PARCEL 19. As a result of COUNTY'S acquisitions, RICK ADAMS and MICHELLE ADAMS will suffer certain damages to the remainder of the PARCEL 18 and PARCEL 19 not subject to the COUNTY'S acquisition.

The acquisitions of PARCEL 18 and PARCEL 19 are needed to expand COUNTY'S right-of-way along Fowler Avenue to allow for the construction of eight foot wide paved shoulders on each side of Fowler Avenue from Elkhorn Avenue to South Avenue ("Project").

As to PARCEL 18, this is an agreement between COUNTY and RICHARD ADAMS, as the fee owner of PARCEL 18. As to PARCEL 19, this is an agreement between COUNTY and RICK ADAMS and MICHELLE ADAMS, as the life tenants of PARCEL 19, and RICHARD ADAMS, as the remainder interest holder in PARCEL 19. RICHARD ADAMS, RICK ADAMS, and MICHELLE ADAMS hereinafter collectively referred to as "Grantors."

TERMS

1. **Purchase Price and Title** COUNTY shall pay Grantors a total of Thirty-Two Thousand Dollars (\$32,000.00) for the condemnation of all rights and interests in the part to be acquired identified in PARCEL 18 and described in **Exhibit "A"**, and in the part to be acquired identified in PARCEL 19 and described in **Exhibit "B"**. The Parties agree that this amount is the fair value for COUNTY'S acquisition of the easement interests over PARCEL 18 and PARCEL 19. Grantors agree that the payment of the amount specified above shall be the full payment to all defendants for COUNTY'S acquisition of the interests in PARCEL 18 and PARCEL 19, herein described, and for all damages of every kind and nature suffered, or to be suffered, by reason of COUNTY'S acquisition of the herein described interests to include, but not limited to, severance damages to the remainder from the part acquired, all cost to cure items,

loss of income and profits, loss of goodwill, removal expenses, loss of fixtures and equipment, and pre-condemnation damages.

This sum shall be paid by settlement drafts as follows:

Parcel 18

a. **Payment of Settlement Draft** COUNTY shall issue a settlement draft in the amount of Fourteen Thousand Three Hundred Dollars (\$14,300.00), payable to "Richard Adams" and mailed to Richard Adams at P.O. Box 224, Laton, California 93242. Upon receipt of the settlement draft in the amount of \$14,300.00, RICHARD ADAMS will execute an Acknowledgment and Receipt of Settlement Draft to be prepared by COUNTY. The executed Acknowledgment and Receipt of Settlement Draft shall be delivered to the County of Fresno Office of County Counsel c/o Kyle R. Roberson, Deputy County Counsel, 2220 Tulare Street, Suite 500, Fresno, California 93721.

b. **Warranty of Title and Interest** RICHARD ADAMS warrants he possesses lawful title and is authorized to sell the interest in the part to be acquired described in **Exhibit "A"**.

c. **Apportionment** COUNTY shall pay exclusively to RICHARD ADAMS the entire sum of the amount set forth in Paragraph 1a. This sum shall constitute COUNTY'S entire monetary obligation for the acquisition of the easement interest identified in PARCEL 18, herein described in this Agreement.

Parcel 19

d. **Payment of Settlement Draft** COUNTY shall issue a second settlement draft in the total amount of Seventeen Thousand Seven Hundred Dollars (\$17,700.00), payable to "Rick Adams and Michelle Adams" and mailed to Rick Adams and Michelle Adams at P.O. Box 714, Laton, California 93242. Upon receipt of the settlement draft in the amount of \$17,700.00, RICK ADAMS and MICHELLE ADAMS will execute an Acknowledgment and Receipt of Settlement Draft to be prepared by COUNTY. The executed Acknowledgment and Receipt of Settlement Draft shall be delivered to the County of Fresno Office of County Counsel c/o Kyle

R. Roberson, Deputy County Counsel, 2220 Tulare Street, Suite 500, Fresno, California 93721. Payment of the second settlement draft in the amount of \$17,700.00 is compensation for the following:

- (1) One Thousand Four Hundred Dollars (\$1,400.00) will be paid as compensation for the acquisition of the easement interest over PARCEL 19 and described in **Exhibit "B"**.
- (2) Sixteen Thousand Three Hundred Dollars (\$16,300.00) will be paid as compensation for Severance Damages to the remainder.

e. **Warranty of Title and Interest** RICK ADAMS and MICHELLE ADAMS warrant they hold a valid interest in PARCEL 19 and are authorized to sell the interest in the part to be acquired described in **Exhibit "B"**. RICHARD ADAMS warrants he possesses the remainder interest in PARCEL 19 and is authorized to sell the interest in the part to be acquired described in **Exhibit "B"**.

f. **Apportionment for PARCEL 19** COUNTY shall pay exclusively to RICK ADAMS and MICHELLE ADAMS the entire sum of the amount set forth in Paragraph 1d. This sum shall constitute COUNTY'S entire monetary obligation for the acquisition of the easement interest identified in PARCEL 19, herein described in this Agreement.

2. **Temporary Construction Permit**

a. **Parcel 18** COUNTY and RICHARD ADAMS previously entered into and agreed to a Temporary Construction Permit for Berm Construction regarding PARCEL 18 (hereinafter "TCP Parcel 18"). The TCP Parcel 18 grants COUNTY permission to enter PARCEL 18 to perform certain work for the reconstruction of an irrigation berm along PARCEL 18. A true and correct copy of the Temporary Construction Permit for Berm Construction for PARCEL 18 is attached as **Exhibit "C"** and is incorporated by reference into this Agreement. The COUNTY and RICHARD ADAMS agreed that COUNTY would perform the work to reconstruct the berm at COUNTY'S expense. As a result, RICHARD ADAMS hereby waives any and all compensation for the cost to cure for the replacement of the irrigation berm on the

remainder of PARCEL 18.

b. **Parcel 19** COUNTY and RICK ADAMS, MICHELLE ADAMS, and RICHARD ADAMS previously entered into and agreed to a Temporary Construction Permit for Berm Construction regarding PARCEL 19 (hereinafter "TCP Parcel 19"). The TCP Parcel 19 grants COUNTY permission to enter PARCEL 19 to perform certain work for the reconstruction of an irrigation berm along PARCEL 19. A true and correct copy of the Temporary Construction Permit for Berm Construction for PARCEL 19 is attached as **Exhibit "D"** and is incorporated by reference into this Agreement. COUNTY and RICK ADAMS, MICHELLE ADAMS, and RICHARD ADAMS agreed that COUNTY would perform the work to reconstruct the berm at the COUNTY'S expense. As a result, RICK ADAMS, MICHELLE ADAMS, and RICHARD ADAMS hereby waives any and all compensation for the cost to cure for the replacement of the irrigation berm on the remainder of PARCEL 19.

3. **Transitions to Paved Roadway** COUNTY will provide transitions from the driveways currently located on PARCEL 18 and PARCEL 19 to the new paved shoulder on Fowler Avenue with at least the same grade compared to the pre-construction condition.

4. **Delivery of Documents**

a. **Parcel 18** For consideration paid as the agreed upon compensation for COUNTY'S acquisition of the interest in PARCEL 18 described in this Agreement, RICHARD ADAMS will execute an Easement Deed to the County of Fresno and Right of Way Contract for PARCEL 18. The executed Easement Deed and Right of Way Contract shall be delivered to the County of Fresno Office of County Counsel c/o Kyle R. Roberson, Deputy County Counsel, 2220 Tulare Street, Suite 500, Fresno, California 93721. A true and correct unexecuted copy of the Easement Deed for PARCEL 18 is attached as **Exhibit "E"** and is incorporated by reference. A true and correct unexecuted copy of the Right of Way Contract for PARCEL 18 is attached as **Exhibit "F"** and is incorporated by reference.

b. **Parcel 19** For consideration paid as the agreed upon compensation for COUNTY'S acquisition of the interest in PARCEL 19 described in this Agreement, RICK

ADAMS, MICHELLE ADAMS, and RICHARD ADAMS will execute an Easement Deed to the County of Fresno and Right of Way Contract for PARCEL 19. The executed Easement Deed and Right of Way Contract will be delivered to the County of Fresno Office of County Counsel c/o Kyle R. Roberson, Deputy County Counsel, 2220 Tulare Street, Suite 500, Fresno, California 93721. A true and correct unexecuted copy of the Easement Deed for PARCEL 19 is attached as **Exhibit "G"** and is incorporated by reference. A true and correct unexecuted copy of the Right of Way Contract for PARCEL 19 is attached as **Exhibit "H"** and is incorporated by reference.

5. **Lease Warranty** Grantors warrant that there are no leases within the acquisition areas described in **Exhibit "A"** and **Exhibit "B"** on the subject properties. Grantors further agree to hold COUNTY harmless and reimburse COUNTY for any and all of its losses and expenses occasioned by reason of any lease on acquisition areas of the subject properties.

6. **Dismissal of Action in Eminent Domain** Grantors consent to the dismissal of the eminent domain actions initiated by COUNTY entitled (1) *County of Fresno v. Richard Adams, et al.*, Fresno Superior Court Case No. 16CECG02432 (hereinafter referred to as the "Richard Adams Suit"); and (2) *County of Fresno v. Richard Joseph Adams II, et al.*, Fresno Superior Court Case No. 16CECG02434 (hereinafter referred to as the "Richard Joseph Adams II Suit"). Grantors also waive any and all claims to money that may be deposited with the State Treasurer as the amount of probable compensation. By execution of this Agreement, COUNTY and Grantors will have settled the Richard Adams Suit and Richard Joseph Adams II Suit. It is COUNTY'S intent to dismiss the Richard Adams Suit and Richard Joseph Adams II Suit Adams II Suit once the executed Receipt and Acknowledge of Settlement Draft and Authorization for Dismissal forms are returned to COUNTY. Grantors hereby agree that COUNTY'S dismissal of the Richard Adams Suit and Richard Joseph Adams II Suit does not constitute an abandonment. Grantors waive any claim for litigation expenses, including attorney's fees, and costs of suit in connection with the COUNTY'S dismissal of the Richard Adams Suit and Richard Joseph Adams II Suit.

7. **Dismissal of All Defendants** Grantors will obtain the written authorization of non-grantor defendants JANET ADAMS, NICKKI ADAMS ALFORD, and BRIAN ALFORD to dismiss the Richard Adams Suit. A true and correct copy of the Authorization for Dismissal is attached as **Exhibit "I"** and by its terms is incorporated by reference into this Agreement. The fully executed Authorization for Dismissal form shall be delivered to County of Fresno Office of County Counsel c/o Kyle R. Roberson, Deputy County Counsel, 2220 Tulare Street, Suite 500, Fresno, California 93721.

8. **Authority to Enter Agreement** Grantors warrants that they are voluntarily entering into this Agreement, and have authority to sign this Agreement.

9. **Enforcement of Agreement** The parties agree that the release of fees and costs set forth herein does not extend to any breaches of this Agreement. If any action is required to enforce the terms of this Agreement, the prevailing party shall be entitled to all attorneys' fees and costs incurred to enforce this Agreement.

10. **Full Agreement** This Agreement in conjunction with Easement Deeds, Right of Way Contracts, Temporary Construction Permits and the Authorization for Dismissal, attached to this Agreement as **Exhibits C through I**, constitutes a full and complete compromise of all matters involving the Richard Adams Suit and Richard Joseph Adams II Suit. This Agreement along with the Easement Deeds, Right of Way Contracts, Temporary Construction Permits and Authorization for Dismissal, attached to this Agreement as **Exhibits C through I**, contain all of the terms and conditions relating to the subject matter of the settlement agreement reached in the actions herein described and, except as expressly provided otherwise herein, supersede all other prior agreements, negotiations, correspondence, undertakings and communications of the parties, oral or written, concerning its subject matter.

11. **Successors** This Agreement shall be binding and enforceable against the successors, heirs, and assigns of the parties.

12. **Amendment** Subject to applicable law, this Agreement may be amended, modified or supplemented only by a written agreement signed by the parties.

13. **Governing Law** This Agreement shall be governed by, and construed in accordance with, the laws of the State of California applicable to contracts executed and to be performed in the state.

14. **Review of Agreement** Grantors warrants that they have completely read and reviewed this Agreement, that they have had the opportunity to obtain legal advice from attorneys before signing it, and that they understands the meaning and effect of the Agreement.

15. **Construction** This Agreement represents the wording selected by the parties to define their agreement and no rule of strict construction shall apply against either party.

16. **Signatures in Counterparts** This Agreement may be executed by original and/or facsimile signatures and in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

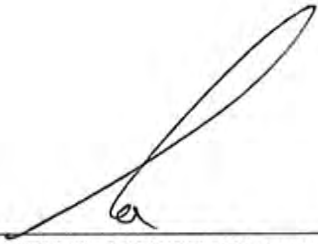
17. **Costs** Each party to this Agreement shall bear their own attorney fees and costs related to the Richard Adams Suit and Richard Joseph Adams II lawsuits and for reviewing and making this Agreement.

GRANTORS AND DEFENDANTS

Dated: <u>27 Apr 18</u>	By: <u>Richard J. Adams</u> RICHARD ADAMS Defendant and Grantor
Dated: <u>4-27-18</u>	By: <u>Richard Joseph Adams II</u> RICHARD JOSEPH ADAMS II Defendant and Grantor
Dated: <u>4-27-18</u>	By: <u>Michelle Adams</u> MICHELLE ADAMS Defendant and Grantor

COUNTY OF FRESNO

Dated: 5/15/18

By: 
STEVEN E. WHITE, Director
Department of Public Works and Planning

Approved as to form:

DANIEL C. CEDERBORG
County Counsel

Dated: April 27, 2018

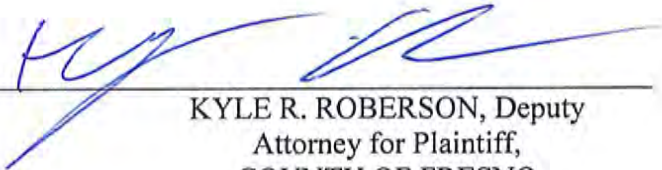
By: 
KYLE R. ROBERSON, Deputy
Attorney for Plaintiff,
COUNTY OF FRESNO

EXHIBIT “A”

EXHIBIT "A"

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

EXHIBIT “B”

EXHIBIT "B"

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

EXHIBIT “C”

TEMPORARY CONSTRUCTION PERMIT
FOR
BERM CONSTRUCTION

This Temporary Construction Permit is made and entered into by and between Richard Joseph Adams II and Michelle Adams, hereinafter called "OWNERS," and the COUNTY OF FRESNO, hereinafter called the "COUNTY".

Permission is hereby granted to enter upon our land for the above stated purpose within that area shown outlined on the attached map.

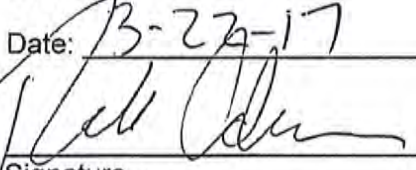
The COUNTY shall pay the undersigned OWNERS the sum of \$500.00 for the Temporary Construction Permit.

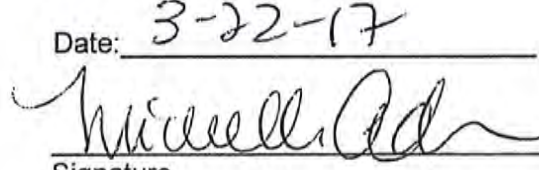
The term of this Temporary Construction Permit shall commence on June 1, 2017 and shall terminate on June 1, 2018; provided, however, that, in the event that construction is not completed by June 1, 2018, the term of this Temporary Construction Permit shall be extended by the payment of an additional \$500.00 for each additional year, payable at the beginning of each successive year beyond the first.

Upon completion of the above described work, the property is to be left in a reasonably neat and clean condition.

In addition, COUNTY agrees to indemnify against and hold harmless OWNERS from any loss of or damage to any property or injury to or death of any person whomsoever arising out of or connected with the construction work authorized under this Temporary Construction Permit.

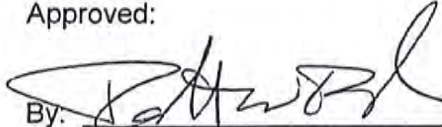
OWNERS

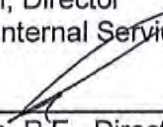
Date: 3-22-17

Signature
Rick Adams
Print Name

Date: 3-22-17

Signature
Michelle Adams
Print Name

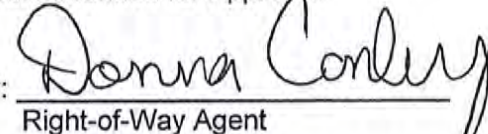
COUNTY OF FRESNO

Approved:

By: 
Robert W. Bash, Director
Department of Internal Services

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

Recommended for Approval:

By: 
Right-of-Way Agent

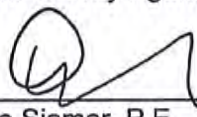
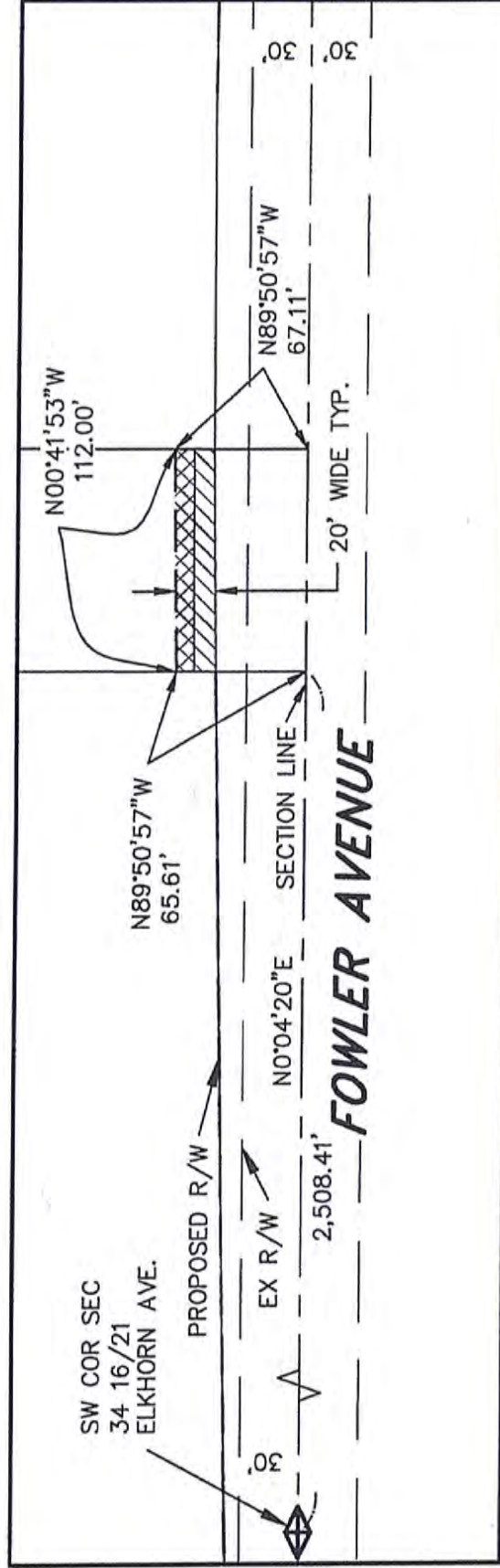
By: 
Dale Siemer, P.E.
Supervising Engineer

EXHIBIT 'A'

 = PARCEL 19, TEMPORARY CONSTRUCTION
PERMIT AREA = 0.024 ACRES

 = PARCEL 19, PERMANENT CONSTRUCTION
IMPACT AREA = 0.027 ACRES

OWNER'S: RICHARD JOSEPH ADAMS II AND
MICHELLE ADAMS



DATE _____
DESIGNED G.MEDINA 02/22/17
DRAWN G.MEDINA 02/22/17
CHECKED _____



DEPARTMENT OF PUBLIC WORKS AND PLANNING

**FOWLER AVENUE
ELKHORN AVE. TO SOUTH AVE.**

EXHIBIT “D”

TEMPORARY CONSTRUCTION PERMIT
FOR
BERM CONSTRUCTION

This Temporary Construction Permit is made and entered into by and between Richard Adams, hereinafter called "OWNER," and the COUNTY OF FRESNO, hereinafter called the "COUNTY".

Permission is hereby granted to enter upon my land for the above stated purpose within that area shown outlined on the attached map.

The COUNTY shall pay the undersigned OWNER the sum of \$1,600.00 for the Temporary Construction Permit.

The term of this Temporary Construction Permit shall commence on June 1, 2017 and shall terminate on June 1, 2018; provided, however, that, in the event that construction is not completed by June 1, 2018, the term of this Temporary Construction Permit shall be extended by the payment of an additional \$1,600.00 for each additional year, payable at the beginning of each successive year beyond the first.

Upon completion of the above described work, the property is to be left in a reasonably neat and clean condition.

In addition, COUNTY agrees to indemnify and hold harmless OWNER from any loss of or damage to any property or injury to or death of any person whomsoever arising out of or connected with the construction work authorized under this Temporary Construction Permit.

OWNER

Date: 22 Mar 17

Date: _____

Richard J. Adams
Signature

Signature

Richard J. Adams
Print name

Print name

COUNTY OF FRESNO

Approved:

By: [Signature]
Robert W. Bash, Director
Department of Internal Services

Recommended for Approval:

By: [Signature]
Right-of-Way Agent

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

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

SW COR SEC
34 16/21
ELKHORN AVE.

OWNER: RICHARD ADAMS

S00°06'53"E
187.51'

EXHIBIT 'A'

399.66'

20' WIDE TYP.

S00°14'58"E

N89°55'36"E
53.21'

EX R/W

N0°04'20"E

SECTION LINE

EX R/W

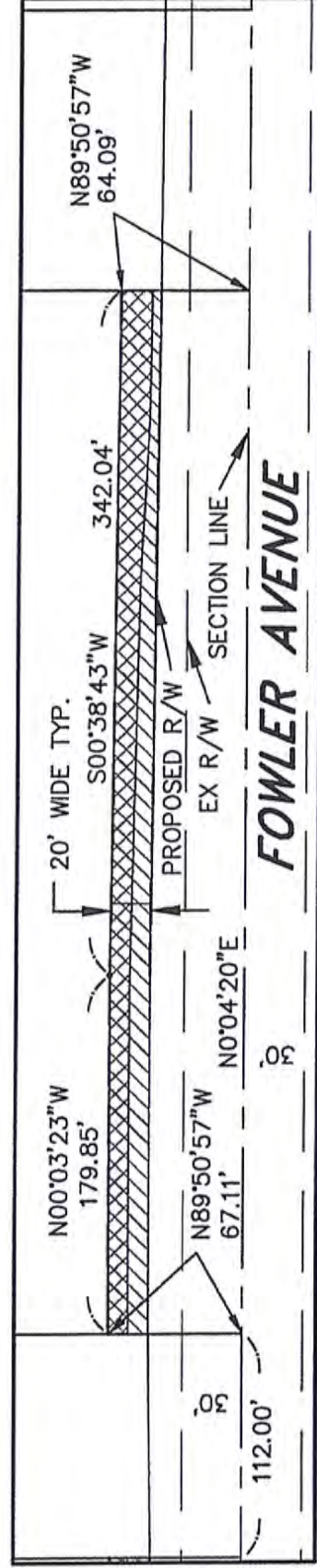
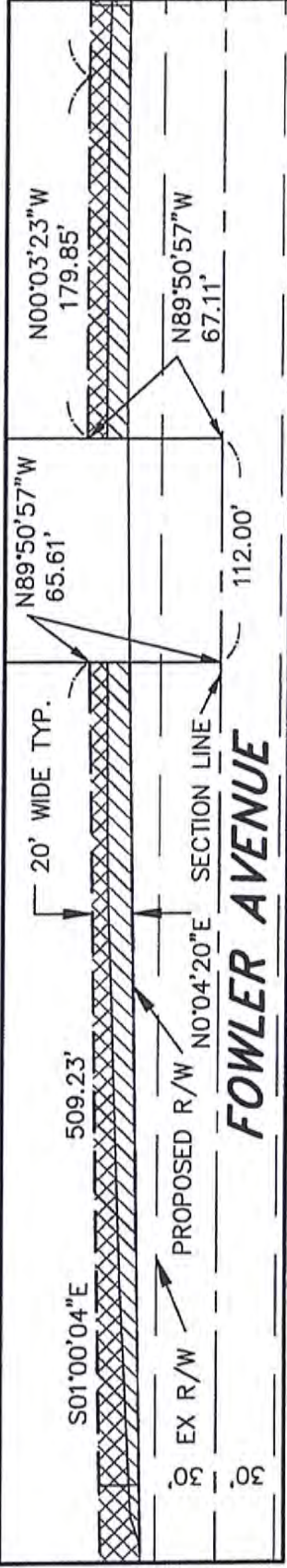
1,412.32'

FOWLER AVENUE

PARCEL 18, TEMPORARY CONSTRUCTION
PERMIT AREA = 0.457 ACRES



PARCEL 18, PERMANENT CONSTRUCTION
IMPACT AREA = 0.294 ACRES

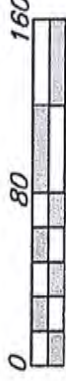


DATE

DESIGNED: G MEDINA 02/21/17

DRAWN: G MEDINA 02/21/17

CHECKED: _____



(IN FEET)



DEPARTMENT OF PUBLIC WORKS AND PLANNING

FOWLER AVENUE
ELKHORN AVE. TO SOUTH AVE.

EXHIBIT “E”

Recording Requested By:
County of Fresno
No Fee-Gov/t. Code Sections
6103 and 27383

When Recorded Mail To:
County of Fresno, Department
of Public Works and Planning
Design Division (Real Property)
2220 Tulare Street, 6th Floor
Fresno, CA 93721

GRANT OF EASEMENT

Fowler Avenue
Elkhorn to South
Parcel: 18
APN 385-180-62
Federal Project ID:
CML-5942(211)

For value received,

RICHARD ADAMS,

hereby grant(s) to the COUNTY OF FRESNO, a political subdivision of the State of California, an easement for public road purposes including the right of way and together with all incidents and appurtenances to any roadway purposes, on, over and through that certain real property in said County of Fresno, State of California, described as follows:

See attached Exhibit 1

Date _____

Richard Adams

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

EXHIBIT “F”

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>APN: 385-180-62</u>		<u>Federal Project ID:</u>
			<u>CML-5942(211)</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 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

Recommended for Approval:

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

By: _____
R. Scott Beyelia
Real Property Agent

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

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

EXHIBIT “G”

Recording Requested By:
County of Fresno
No Fee-Gov/t. Code Sections
6103 and 27383

When Recorded Mail To:
County of Fresno, Department
of Public Works and Planning
Design Division (Real Property)
2220 Tulare Street, 6th Floor
Fresno, CA 93721

GRANT OF EASEMENT

Fowler Avenue
Elkhorn to South
Parcel: 19
APN 385-180-61
Federal Project ID:
CML-5942(211)

For value received,

RICHARD ADAMS, RICHARD JOSEPH ADAMS II, and MICHELLE ADAMS,

hereby grant(s) to the COUNTY OF FRESNO, a political subdivision of the State of California, an easement for public road purposes including the right of way and together with all incidents and appurtenances to any roadway purposes, on, over and through that certain real property in said County of Fresno, State of California, described as follows:

See attached Exhibit 1

Date _____

Richard Adams

Richard Joseph Adams II

Michelle Adams

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

EXHIBIT “H”

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></u>
	<u>APN: 385-180-61</u>		<u>Federal Project ID:</u>
			<u>CML-5942(211)</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 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

Recommended for Approval:

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

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

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

EXHIBIT “I”

AUTHORIZATION FOR DISMISSAL

County of Fresno v. Richard Adams, et al.

Fresno Superior Court Case No. 16CECG02432

On August 8, 2016, plaintiff COUNTY OF FRESNO ("COUNTY") filed a First Amended Complaint in Eminent Domain in the Fresno Superior Court (Case No. 16CECG02432, entitled *County of Fresno v. Richard Adams, et al.*) against defendants RICHARD ADAMS, JANET ADAMS, RICHARD JOSEPH ADAMS II, MICHELLE ADAMS, NICKKI ADAMS ALFORD, and BRIAN ALFORD, to acquire a permanent easement as a partial acquisition from a larger parcel located at 16657 South Fowler Avenue, Selma, California 93662 and further identified as APN 385-180-62, which is designated by COUNTY as Parcel 18 (hereinafter referred to as "PARCEL 18"). COUNTY seeks to acquire a permanent easement for road purposes over a portion of PARCEL 18. The legal description for the part of PARCEL 18 to be acquired is as follows:

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°50'57" West, Parallel with the North line of said Southeast Quarter, a distance of 47.11 feet; thence,
- 2) North 00°03'23" West, a distance of 179.85 feet; thence,
- 3) North 00°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°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°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.

Defendants JANET ADAMS, NICKKI ADAMS ALFORD, and BRIAN ALFORD named in *County of Fresno v. Richard Adams, et al*, Fresno Superior Court Case No. 16CECG02432, acknowledge and understand that a settlement has been reached in the above-entitled action. Defendants JANET ADAMS, NICKKI ADAMS ALFORD, and BRIAN ALFORD agree and confirm that collectively or individually they do not hold title or a compensable interest in the larger parcel identified above as PARCEL 18. They further agree and confirm that collectively or individually they do not hold title or a compensable interest in

the part to be acquired as described in the legal description above. Defendants JANET ADAMS, NICKKI ADAMS ALFORD, and BRIAN ALFORD further agree that they are not entitled to any amount of compensation as a result of the COUNTY'S acquisition of a portion of PARCEL 18 for the Easement for Road Purposes described above.

Defendants JANET ADAMS, NICKKI ADAMS ALFORD, and BRIAN ALFORD consent to their dismissal from the eminent domain action entitled *County of Fresno v. Richard Adams, et al*, Fresno Superior Court Case No. 16CECG02432. Defendants JANET ADAMS, NICKKI ADAMS ALFORD, and BRIAN ALFORD hereby agree that COUNTY'S dismissal of the above-entitled eminent domain action does not constitute an abandonment. Defendants JANET ADAMS, NICKKI ADAMS ALFORD, and BRIAN ALFORD agree to bear their own costs in exchange for their dismissal from the above-entitled action.

This Authorization of Dismissal may be executed by original and/or facsimile signatures and in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

Dated: _____ By: _____
JANET ADAMS
Defendant

Dated: _____ By: _____
NICKKI ADAMS ALFORD
Defendant

Dated: _____ By: _____
BRIAN ALFORD
Defendant

**ADDENDUM TO SETTLEMENT OF EMINENT DOMAIN ACTIONS
RE: CONSTRUCTION OF BERM AND PAVED DRIVEWAY
TRANSITIONS**

Defendants RICHARD ADAMS, RICHARD JOSEPH ADAMS II and MICHELLE ADAMS, collectively referred to as Grantors, and the COUNTY OF FRESNO ("COUNTY") agree to the following additional terms as part of the settlement agreement to acquire permanent easements as partial acquisitions from the larger parcels identified as PARCEL 18 and PARCEL 19 in this Agreement.

Construction of the Dirt Berm

In consideration for COUNTY'S acquisition of the permanent easements in portions of PARCEL 18 and PARCEL 19, as described in this Agreement, COUNTY agrees to construct a dirt berm along the remainder portions of PARCEL 18 and PARCEL 19 to replace the dirt berm present in the pre-project condition of PARCEL 18 and PARCEL 19. COUNTY agrees to this one-time construction of the dirt berm to be constructed at the same time as the construction work for the Project. The Grantors and COUNTY agree that the replacement dirt berm to be constructed will be substantially similar to the dirt berm previously constructed by Grantors along PARCEL 18 and PARCEL 19. The Grantors and COUNTY further agree that reasonable modifications during the construction of the replacement dirt berm will be allowed to meet the parties' expectations of a substantially similar dirt berm compared to the existing dirt berm.

Paved Transitions from New Paved Shoulder

COUNTY agrees to construct an additional two feet of pavement to extend from the edge of the new paved shoulders along Fowler Avenue to provide a smooth transition from the new extended paved shoulder and Grantors' existing transitions from the paved driveways to Fowler Avenue. The transition area will be at least two feet in width and, if the construction of a transition area that is two feet wide results in a steeper slope than that which currently exists, the

width of the pavement transition will be increased so that the slope of the transition area does not exceed that which existed previously. COUNTY agrees that reasonable modifications can be made at the time of construction of the paved transitions to Grantors existing paved driveways along Fowlers Avenue to ensure a smooth transition area. As a result of the Project, Grantors driveway will include the new paved transition areas and the existing paved driveway. The Project will not result in a loss of any paved surface area within the Grantors' existing paved driveways.

GRANTORS AND DEFENDANTS

Dated: 27 Apr 18 By: Richard J. Adams
RICHARD ADAMS
Defendant and Grantor

Dated: 4-27-18 By: Richard Joseph Adams II
RICHARD JOSEPH ADAMS II
Defendant and Grantor

Dated: 4-27-18 By: Michelle Adams
MICHELLE ADAMS
Defendant and Grantor

COUNTY OF FRESNO

Dated: 5/15/18 By: Steven E. White
STEVEN E. WHITE, Director
Department of Public Works and Planning

Approved as to form:

DANIEL C. CEDERBORG
County Counsel

Dated: April 27, 2018

By: 
KYLE R. ROBERSON, Deputy
Attorney for Plaintiff,
COUNTY OF FRESNO