

GRANTOR: <u>David D. Friesen and</u>	PROJECT: <u>Travers Creek Bridge</u>
<u>Coleen A. Friesen</u>	LIMITS: <u>Replacement on Lincoln Ave.</u>
ADDRESS: <u>22600 E. Lincoln Ave.</u>	PARCEL: <u>2</u>
<u>Reedley, CA 93654</u>	DATE: <u>5-29-18</u>
APN: 373-260-26	Federal Project ID: BRLO-5942(226)

## 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 \$ 4,500.00 for the property or interest conveyed by the above document(s) when title to said property or interest vests in the County. The County shall pay all recording fees, if any.

4. This transaction will be processed through an internal escrow by the County of Fresno, Department of Public Works and Planning, Design Division, 2220 Tulare Street, Sixth Floor, Fresno, CA 93721.

5. The County reserves the right to accept title to the property interest to be acquired by County herein subject to certain defects in any or all matters of record title to the property. In return for Grantor(s) receiving the total sum as stated in Clause 3, the undersigned Grantor(s) covenants and agrees to indemnify and hold the County of Fresno harmless from any and all claims and demands third parties may make or assert and causes of action third parties may bring which arise out of or are in connection with the foregoing defects in title to the property. The Grantor's obligation herein to indemnify and hold harmless the County shall not exceed the amount paid to the Grantor(s) under this contract.

6. Permission is hereby granted to the County of Fresno, its contractors, agents or assigns, to enter upon Grantor's property during the period of construction for the purpose of constructing the public improvement and accomplishing all necessary incidents thereto.

7. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the County, including the right to remove and dispose of improvements, shall commence 60 days from the Board of

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


8. Clause 3 above includes payment for the replacement of improvements such as fencing and/or irrigation facilities that are within the area being acquired for this project and must be replaced in order to proceed with the construction of the project. If Grantor(s) does not replace said items, County may install temporary fencing on Grantor's property lying immediately adjacent to the new right of way line, if necessary, to hold in livestock during construction of the road project, and/or plug the irrigation line(s) at Grantors' property line. Grantor(s) hereby agrees to allow the County access to their remaining property to perform said work and that the cost for said work shall be billed to and paid for by Grantor(s).

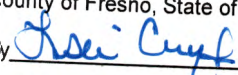
9. Grantor(s) agrees to hold the County harmless and reimburse the County for any and all losses and expenses as to the property being acquired hereunder occasioned by reason of any lease of said property held by any tenant of grantor(s).

10. The sum set forth in Clause 3 above includes full payment for the following: 0.038 acre road easement, spreading plants-ground cover, 3 trees and severance damages to the remainder, if any.

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

  
David D. Friesen

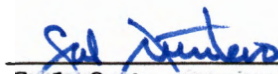
  
Coleen A. Friesen

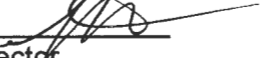
ATTEST:  
BERNICE E. SEIDEL  
Clerk of the Board of Supervisors  
County of Fresno, State of California  
By  Deputy


COUNTY OF FRESNO

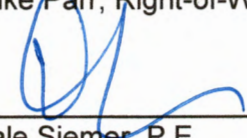
Recommended for Approval:

Continental Field Service

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

By:   
Mike Parr, Right-of-Way Agent

By:   
Dale Siemer, P.E.  
Supervising Engineer

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED



**HBP – Travers Creek Bridge on  
Lincoln Avenue**

**Parcel 2  
Portion of APN 373-260-26**

**Exhibit A**

That portion of Lot 81 of Mount Campbell Colony, according to the map thereof recorded in Book 2, Page 28 of Record of Surveys, Fresno County Records, in Section 5, Township 15 South, Range 24 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, described as follows:

COMMENCING at a point at the most Southwesterly corner of Lot 81; thence, North 16°28'18" East, a distance of 10.43 feet to a point on the West line of said Lot 81, said point being the TRUE POINT OF BEGINNING; thence,

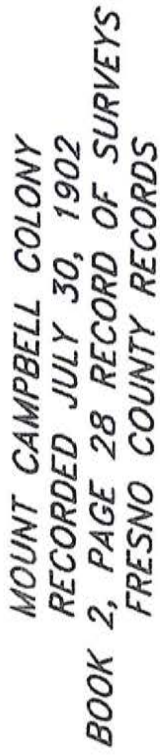
- 1) Continuing along said West line of Lot 81, North 16°28'18" East a distance of 49.58 feet; thence,
- 2) Leaving said West line of Lot 81, South 70°56'42" East, a distance of 32.02 feet; thence,
- 3) South 21°59'19" West, a distance of 22.82 feet; thence,
- 4) South 65°06'01" East, a distance of 37.83 feet; thence,
- 5) Parallel with the North line of the Northeast Quarter of Section 8, South 90°00'00" West, a distance of 70.09 feet to the TRUE POINT OF BEGINNING

Containing 0.038 acres of land, more or less

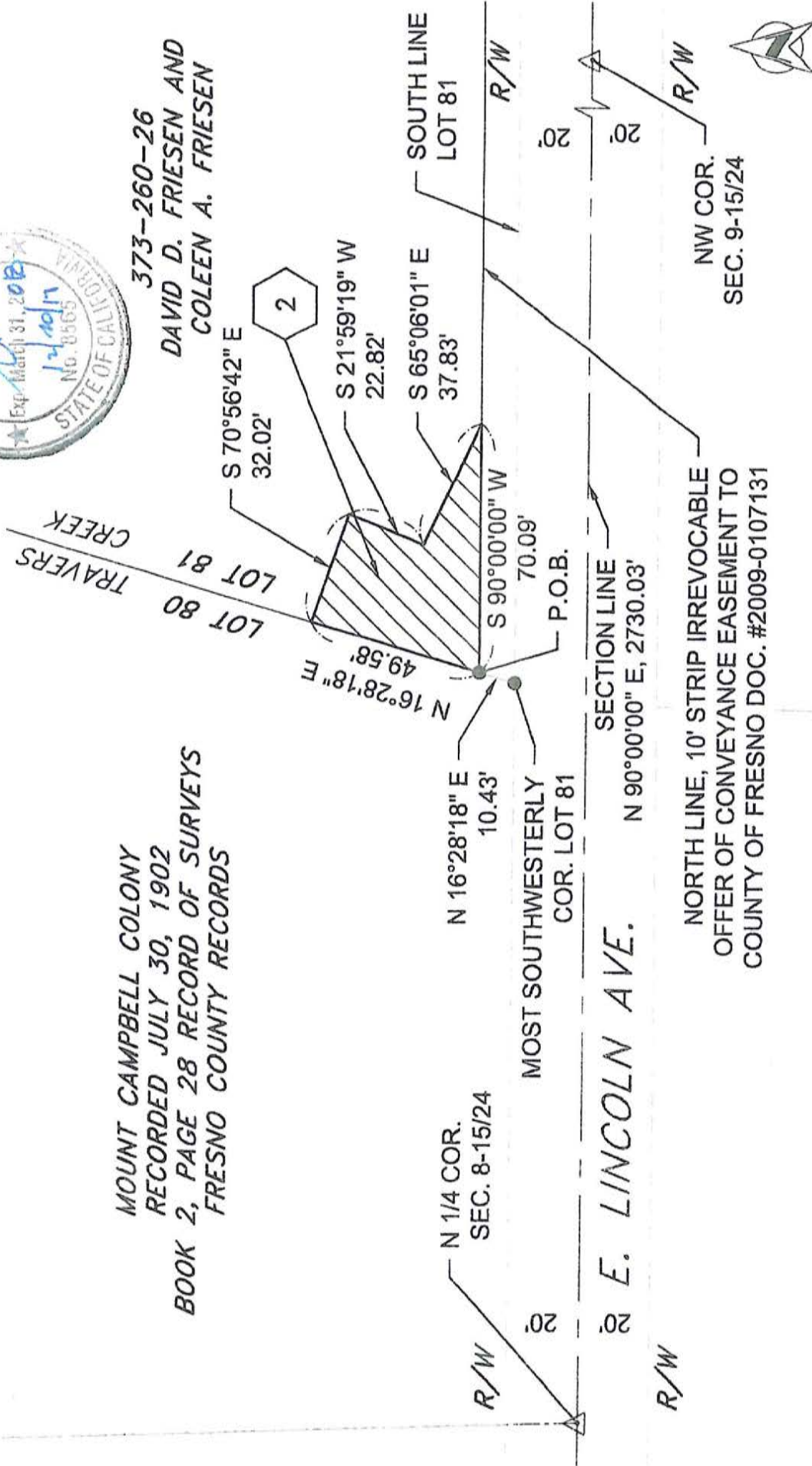
For the purposes of this description it is assumed that the South line of said Lot 81 is 20.00 feet North of and parallel with the North line of the Northeast Quarter of Section 8.



EXHIBIT B  
PARCEL 2

RIGHT OF WAY  
ACQUISITION TO  
COUNTY OF FRESNO

DAVID D. FRIESEN AND  
COLEEN A. FRIESEN



DEPARTMENT OF PUBLIC WORKS AND PLANNING

BRIDGE REPLACEMENT  
TRAVERS CREEK BRIDGE ON LINCOLN AVENUE  
RIGHT-OF-WAY MAP

PROJECT NO. 111308

**SHEET NO. 1**

Parcel:2 APN:373-260-26

Permanent Right-of-Way: \$4,500

Fund: 0010

Subclass: 11000

Org: 4510

Account: 8110

Program: 91267

Temporary Construction Permit: \$0

Fund: 0010

Subclass: 11000

Org: 4510

Account: 8110

Program: 91276