

GRANTOR: <u>Zalda Reclamation District No. 801</u>	PROJECT: <u>BPMP - Scour Mitigation Project</u>
	LIMITS: _____
ADDRESS: <u>None</u>	PARCEL: <u>2A</u>
	DATE: <u>3-20-18</u>
APN: 053-100-63T	Federal Project ID: BPMP 5942(240)

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 \$6,600.00 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 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 Grants' 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:
0.365-acre permanent maintenance easement and severance damages to the remainder, if any.

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

Zalda Reclamation District No. 801

By: 

Vice-President

Its: Paul Mendes

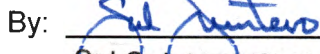
ATTEST:
BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California


By:  Deputy

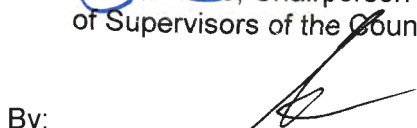
COUNTY OF FRESNO

Recommended for Approval:

Paragon Partners, Ltd.

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

By: 
Jeremy Nied
Right-of-Way 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

**BPMP Scour Mitigation – Fresno
Slough Bridge at Excelsior Avenue**

**Parcel 2A
Portion of APN 053-100-63T**

Exhibit A

That portion of the Southeast Quarter of Section 32, Township 17 South, Range 19 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, described as follows:

COMMENCING at the Southwest corner of said Section 32; thence, along the South line of said Section 32, North 88°44'57" East, a distance of 4,837.04 feet; thence, North 01°15'03" West, a distance of 30.00 feet to the North line of the South 30 feet of said Section 32 said point being the TRUE POINT OF BEGINNING, thence,

- 1) Parallel with and 30 feet North of the South line of said Section 32, North 88°44'57" East, a distance of 126.95 feet; thence,
- 2) North 08°15'00" West, a distance of 126.55 feet; thence,
- 3) South 88°44'57" West, a distance of 126.95 feet to the Westerly line of the Right of way line of Zalda Reclamation District's Levee; thence,
- 4) Along said Westerly line, South 08°15'00" East, a distance of 126.55 feet to the TRUE POINT OF BEGINNING

Containing 0.365 acres of land, more or less



Parcel 2A – APN: 053-100-63T

Permanent Right-of-Way: \$6,600

Fund: 0010

Subclass: 11000

Org: 4510

Account: 8110

Program: 91267

Temporary Construction Permit: \$0

Fund: 0010

Subclass: 11000

Org: 4510

Account: 8110

Program: 91276

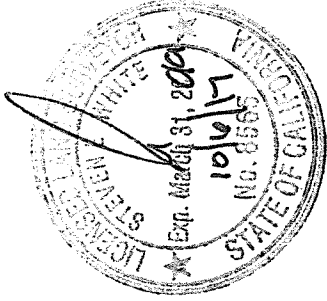
EXHIBIT B
PARCEL 2A

T. 17 S., R. 19 E., M.D.B. & M.

LEGEND



RIGHT OF WAY
ACQUISITION TO
COUNTY OF FRESNO



WESTERLY RIGHT OF
WAY LINE OF ZALDA
RECLAMATION DISTRICT'S
LEVEE

2A

053-100-63T
ZALDA RECLAMATION
DISTRICT NO. 801

31	32	T 17 S, R 19 E
6	5	T 18 S, R 19 E

POB

N 01°15'03" W
30.00'

S 88°44'57" W, 126.95'
N 08°15'00" W, 126.55'
S 08°15'00" E, 126.55'
N 88°44'57" E, 126.95'

T 17 S, R 19 E	32	33
T 18 S, R 19 E	5	4

W. EXCELSIOR AVENUE

N 88°44'57" E
4837.04'

N 88°44'57" E
469.58'

FRESNO COUNTY
KINGS COUNTY

GRANTLAND AVENUE

NAME:	DATE:
DRAWN: J DONMYER	09/28/17
CHECKED: G MEDINA	09/29/17
REVISION: XX	00/00/00



DEPARTMENT OF PUBLIC WORKS AND PLANNING

BPMP SCOUR MITIGATION
FRESNO SLOUGH BRIDGE AT EXCELSIOR AVENUE

BRIDGE #NO.

SHEET NO. 1



GRANTOR: <u>Rosa Farms, LP, a California</u>	PROJECT: <u>BPMP - Scour</u>
<u>Limited Partnership</u>	LIMITS: <u>Mitigation Project</u>
ADDRESS: <u>None</u>	PARCEL: <u>2B</u>
	DATE: <u>4-16-18</u>
APN: 004-010-08	Federal Project ID: BPMP 5942(240)

**RIGHT OF WAY CONTRACT
TEMPORARY CONSTRUCTION PERMIT**

This document in the form of a Temporary Construction Permit 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 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.
2. The County shall pay the undersigned Grantor(s) the sum of \$500.00 for the Temporary Construction Permit.
3. The County agrees to indemnify against and hold harmless Grantor(s) 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 performance of any work authorized under this agreement.
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 will leave the herein described premises in a reasonably neat and clean condition upon surrender of these premises.
6. The undersigned Grantor(s) warrant that they are the owners in fee simple of the property affected by this Temporary Construction Permit as described in Clause 7 below and that they have the exclusive right to grant this Temporary Construction Permit.
7. Permission is hereby granted to the County or its authorized agent to enter upon Grantor(s)' land where necessary within that certain area shown outlined on the map, attached hereto and made part hereof, for the purpose of bridge maintenance and scour repair.
8. The term of this Temporary Construction Permit shall commence on May 1, 2018 and shall terminate by May 1, 2019; provided, however, that, in the event that construction is not completed after one year, 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.

9. This Agreement is binding upon Grantor(s), and Grantor(s)' heirs, successors and assigns.

10. The sum set forth in Clause 2 above includes payment for the following:

0.206 acre Temporary Construction Permit, and severance damages to the remainder, if any.

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

Rosa Farms, LP

By: Juvenal Rosa

Its: _____

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

COUNTY OF FRESNO

By: Bernice E. Seidel Deputy

Recommended for Approval:

Paragon Partners, Ltd.

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

By: Jeremy Nied
Jeremy Nied
Right of Way Agent

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

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

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

**BPMP Scour Mitigation – Fresno
Slough Bridge at Excelsior Avenue**

**Parcel 2B
Portion of APN 004-010-08**

Exhibit A

That portion of the Northeast Quarter of Section 5, Township 18 South, Range 19 East, Mount Diablo Base and Meridian, in the County of Kings, State of California, described as follows:

COMMENCING at the Northwest corner of said Section 5; thence, along the North line of said Section 5, North $88^{\circ}44'57''$ East, a distance of 4,844.08 feet; thence, South $01^{\circ}15'03''$ East, a distance of 30.00 feet to the South line of the North 30 feet of said Section 5 said point being the TRUE POINT OF BEGINNING, thence,

- 1) Parallel with and 30 feet South of the North line of said Section 5, North $88^{\circ}44'57''$ East, a distance of 150.80 feet to the Easterly line of the Right of way line of Zalda Reclamation District's Levee; thence,
- 2) Along said Easterly line, South $07^{\circ}09'00''$ East, a distance of 59.80 feet; thence,
- 3) South $88^{\circ}44'57''$ West, a distance of 150.80 feet to the Westerly line of the Right of way line of Zalda Reclamation District's Levee; thence
- 4) Along said Westerly line, North $07^{\circ}09'00''$ West, a distance of 59.80 feet to the TRUE POINT OF BEGINNING

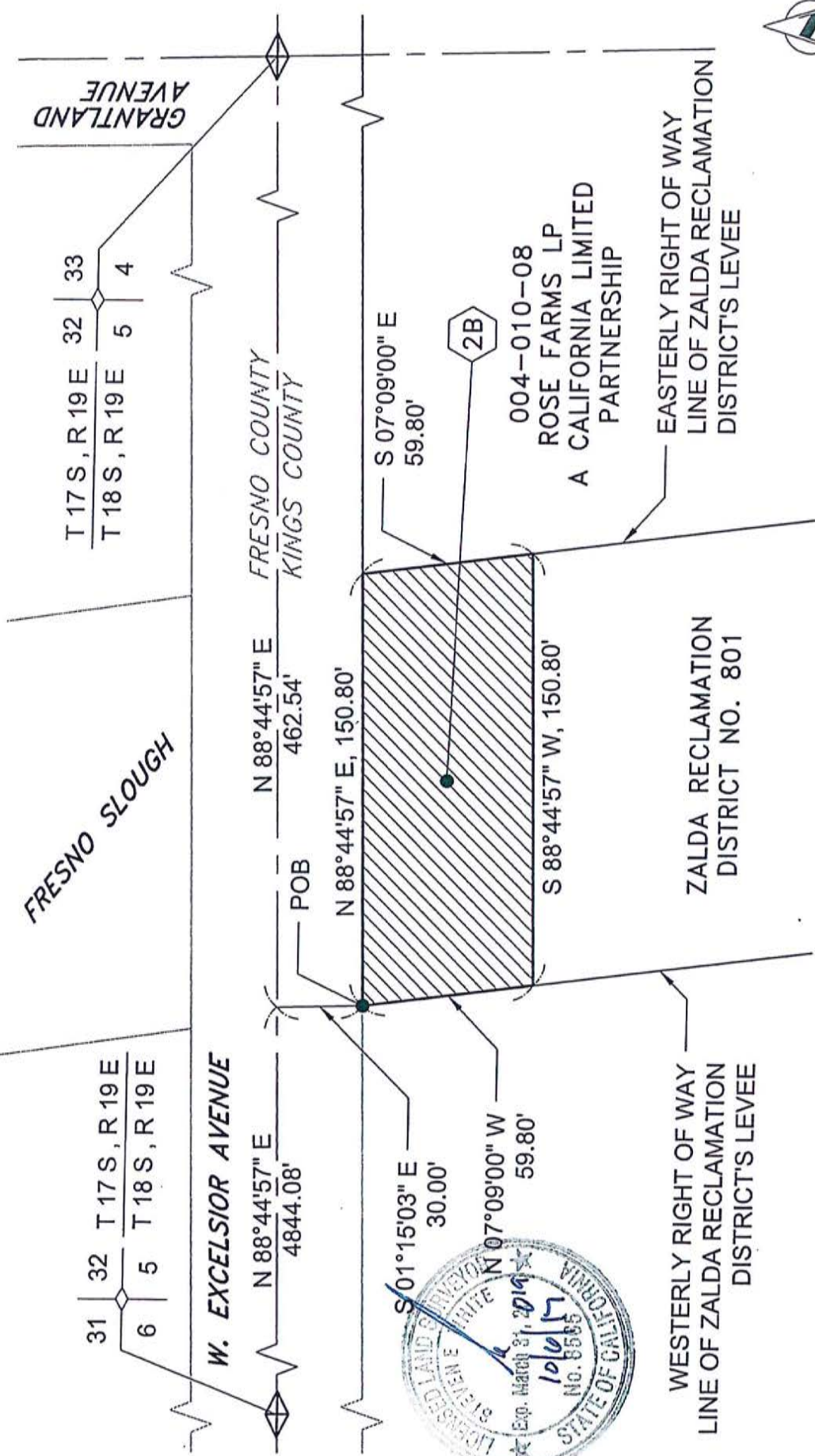
Containing 0.206 acres of land, more or less



T. 18 S., R. 19 E., M.D.B. & M. EXHIBIT B PARCEL 2B

LEGEND

RIGHT OF WAY
ACQUISITION TO
COUNTY OF FRESNO



NAME:		DATE:	
DRAWN: J DONMYER		09/27/17	
CHECKED: G MEDINA		09/29/17	
REVISION: XX		00/00/00	

DEPARTMENT OF PUBLIC WORKS AND PLANNING

BMP SCOUR MITIGATION

FRESNO SLOUGH BRIDGE AT EXCELSIOR AVENUE

BRIDGE #NO.

(IN FEET)

SHEET NO. 1

Parcel 2B – APN: 004-010-08

Permanent Right-of-Way: \$0

Fund: 0010

Subclass: 11000

Org: 4510

Account: 8110

Program: 91267

Temporary Construction Permit: \$500

Fund: 0010

Subclass: 11000

Org: 4510

Account: 8110

Program: 91276

GRANTOR:	<u>Evans Ag GP, Inc.</u>	PROJECT:	<u>BPMP - Scour</u>
	<u>a Nevada Corporation</u>	LIMITS:	<u>Mitigation Project</u>
ADDRESS:	<u>None</u>	PARCEL:	<u>8</u>
		DATE:	<u>5-25-18</u>
	<u>APN: 373-070-86S</u>		<u>Federal Project ID: BPMP 5942(240)</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 "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 \$3,700.00 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.

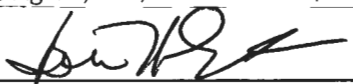
8. Clause 3 above includes payment for the replacement of improvements such as fencing and/or irrigation facilities that are within the area being acquired for this project and must be replaced in order to proceed with the construction of the project. If Grantor(s) does not replace said items, County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

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

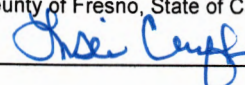
Evans Ag GP, Inc., a Nevada Corporation

By: 

Its: Mg. General Partner

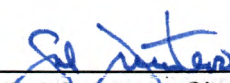
COUNTY OF FRESNO


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

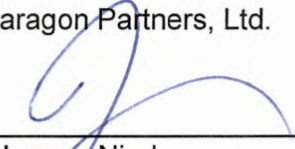
By:  Deputy

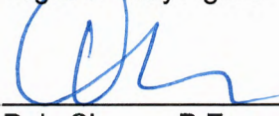
Recommended for Approval:

Paragon Partners, Ltd.

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: 
Jeremy Nied
Right-of-Way Agent

By: 
Dale Siemer, P.E.
Supervising Engineer

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

**BPMP Scour Mitigation – Traver
Channel Culvert at Alta Avenue**

**Parcel 8
Portion of APN 373-070-86S**

Exhibit A

That portion of Lot 8 of A.W. Clark Colony, according to the Map thereof recorded in Book 4, Page 40 of Record of Surveys of Fresno County Records, in Section 17, Township 15 South, Range 24 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, described as follows:

COMMENCING at the Southwest corner of said Section 17; thence, along the West line of said Section 17, North 00°00'01" East, a distance of 1,659.54 feet; thence, leaving said West line, South 89°59'59" East, a distance of 40.00 feet to the TRUE POINT OF BEGINNING, thence,

- 1) Parallel with and 40 feet East of said West line, North 00°00'01" East, a distance of 129.49 feet to the Centerline of Traver Channel; thence,
- 2) Along said Centerline of Traver Channel, South 46°13'52" East, a distance of 78.45 feet; thence,
- 3) Leaving said Centerline, South 00°00'01" West, a distance of 75.22 feet; thence,
- 4) North 89°59'59" West, a distance of 56.65 feet to the TRUE POINT OF BEGINNING

Containing 0.137 acres of land, more or less

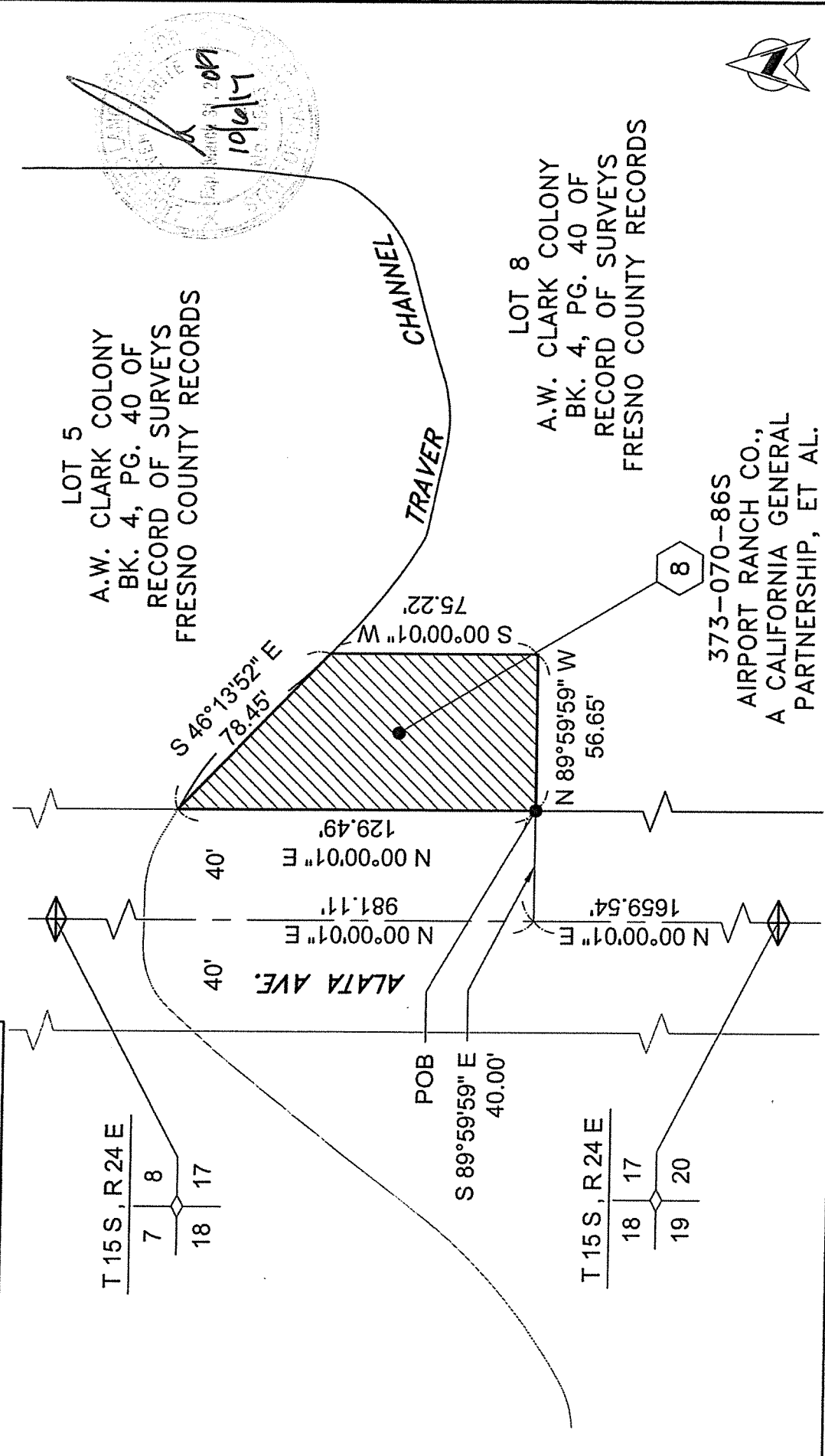


EXHIBIT B PARCEL 8

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

LEGEND

RIGHT OF WAY
ACQUISITION TO
COUNTY OF FRESNO



NAME:		DATE:	
DRAWN: J DONMAYER		09/26/17	
CHECKED: G MEDINA		09/29/17	
REVISION: XX		00/00/00	

DEPARTMENT OF PUBLIC WORKS AND PLANNING	
BMP SCOUR MITIGATION	
TRAVER CHANNEL CULVERT	
AT ALTA AVENUE	

BRIDGE #NO.	SHEET NO. 1
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Parcel 8 – APN: 373-070-86S

Permanent Right-of-Way: \$3,700

Fund: 0010

Subclass: 11000

Org: 4510

Account: 8110

Program: 91267

Temporary Construction Permit: \$0

Fund: 0010

Subclass: 11000

Org: 4510

Account: 8110

Program: 91276