

GRANTOR:	<u>Steve Soria</u>	PROJECT:	<u>Travers Creek Bridge</u>
		LIMITS:	<u>Replacement on Manning Ave.</u>
ADDRESS:	<u>21438 E. Manning Avenue</u>	PARCEL:	<u>4A</u>
	<u>Reedley, CA 93654</u>	DATE:	<u>08-28-2018</u>
	<u>APN: 373-350-10</u>		Federal Project ID: BRLS-5942(198)

RIGHT OF WAY CONTRACT

An easement deed to the County of Fresno from the Grantor(s) has been executed and delivered to the Design Division of the County of Fresno Department of Public Works and Planning.

In consideration of which, and the other consideration hereinafter set forth, it is mutually agreed as follows:

1. The Grantor(s) has title to the property described in Exhibit A and shown on Exhibit B attached hereto and incorporated herein by reference; and the full authority to sign the above-mentioned 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 \$15,000.00 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 may include payment for the replacement of improvements such as fencing and/or irrigation facilities that are within the area being acquired for this project and must be replaced in order to proceed with the construction of the project. If Grantor(s) does not replace said items, County may install temporary fencing on Grantor's property lying immediately adjacent to the new right of way line, if necessary, to hold in livestock during construction of the road project, and/or plug the irrigation line(s) at Grantors' property line. Grantor(s) hereby agrees to allow the County access to their remaining property to perform said work and that the cost for said work shall be billed to and paid for by Grantor(s).

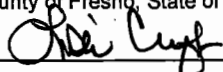
9. Grantor(s) agrees to hold the County harmless and reimburse the County for any and all losses and expenses as to the property being acquired hereunder occasioned by reason of any lease of said property held by any tenant of grantor(s).

10. The sum set forth in Clause 3 above includes full payment for the following: 0.262 acre road easement, asphalt paving and sealant, and severance damages to the remainder, if any.

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

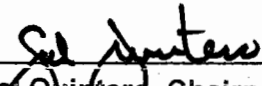


Steve Soria

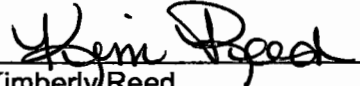
ATTEST:
BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California
By:  Deputy

COUNTY OF FRESNO

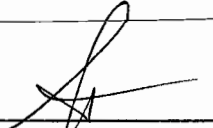
Recommended for Approval:
Continental Field Service

By: 


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

By: 

Kimberly Reed
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

**HBP - Travers Creek on Manning
Avenue**

**Parcel 04A
Portion of APN 373-350-10**

Exhibit A

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

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

- 1) Thence, along said North line, South 90°00'00" West, a distance of 603.11 feet to the Centerline of Travers Creek;
- 2) Thence, along said Centerline, North 14°51'16" West, a distance of 23.79 feet;
- 3) Thence, Parallel with said North line, North 90°00'00" East, a distance of 294.60 feet;
- 4) Thence, South 87°04'24" East, a distance of 314.99 feet to said East line of the Southwest Quarter;
- 5) Thence, along said East line, South 00°13'15" East, a distance of 6.91 feet to the POINT OF BEGINNING

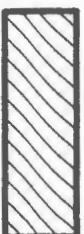
Containing 0.262 acres of land, more or less.



PROTION SEC. 19, T. 15 S., R. 24 E., M.D.B.&

EXHIBIT B PARCEL 4A

LEGEND



RIGHT OF WAY
ACQUISITION



EAST LINE OF THE
SOUTHWEST QUARTER OF
SECTION 19

TRIVERS CREEK

CENTERLINE OF
TRIVERS CREEK

$N14^{\circ}51'16''W$
23.79'

STEVE SORIA
373-350-10

4

4A

$N90^{\circ}00'00''E$ 294.60'

$S87^{\circ}04'24''E$ 314.99'

$S00^{\circ}13'15''E$
6.91'

SECTION LINE

BASIS OF BEARINGS $N90^{\circ}00'00''E$ 2657.95'

MANNING AVENUE

S1/4 COR.
SECTION 19

COR. SECTION 19

DATE:	
04/26/17	
04/26/17	
00/00/00	



DEPARTMENT OF PUBLIC WORKS AND PLANNING
TRIVERS CREEK
ON MANNING AVENUE
SHEET

Parcel 4, APN 373-350-10

Permanent Right-of-Way: \$15,000.00

Fund: 0010

Subclass: 11000

Org: 4510

Account: 8110

Program: 91267

GRANTOR: The Rosanna Soria Revocable
Living Trust dated 8/27/2012,
Rosanna Soria, Trustee
 ADDRESS: 21415 E. Manning Avenue
Reedley, CA 93654

PROJECT: Travers Creek Bridge
 LIMITS: Replacement on Manning Ave.
 PARCEL: 7
 DATE: 08-28-2018
 APN: 373-111-12
 Fed. Proj.: BRLS-5942(198)

RIGHT-OF-WAY CONTRACT

An easement deed to the County of Fresno from the Grantor(s) has been executed and delivered to the Design Division of the County of Fresno Department of Public Works and Planning.

In consideration of which, and the other consideration hereinafter set forth, it is mutually agreed as follows:

1. The Grantor(s) has title to the property, described in Exhibit A and shown on Exhibit B attached hereto and incorporated herein by reference; and the full authority to sign the above-mentioned 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 \$20,600.00 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.

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. County construction work shall include protecting in place that 632 LF irrigation line

and any related standpipes as shown on Exhibit C at the expense of the County, attached hereto and incorporated herein by reference; provided however, that the County assumes no responsibility for any continued maintenance of said irrigation line or related standpipes. In addition, County construction work shall include the reconfiguration of Grantor(s) leach field, approximately located on Exhibit D, at the expense of the County.

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

10. 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).

11. The sum set forth in Clause 3 above includes full payment for the following: a 0.225-acre road easement, landscaping irrigation, landscaping, trees, asphalt paving and sealing on house and business driveways, pea gravel, landscaping boulders, a two-year 0.077-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.

The Rosanna Soria Revocable
Living Trust dated 8/27/2012

COUNTY OF FRESNO

By: Rosanna Soria
Rosanna Soria, Trustee

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

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisor
County of Fresno, State of California

Recommended for Approval:
Continental Field Service

By: Debra Cuyf
Deputy

By: Kimberly Reed
Kimberly Reed, 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

**HBP - Travers Creek on Manning
Avenue**

**Parcel 07A
Portion of APN 373-111-12**

Exhibit A

That portion of Lot 5 of Producers Colony, according to the Map Recorded in Book 2 Page 39 of Record of Surveys, Fresno County Records, in Section 30, Township 15 South, Range 24 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, described as follows:

BEGINNING at the Northeast corner of said Lot 5;

- 1) Thence, Parallel with and 30 feet South of the North line of said Section 30, South 90°00'00" West, a distance of 631.32 feet to the West line of said Lot 5;
- 2) Thence, along said West line of Lot 5, South 53°00'00" East, a distance of 38.22 feet;
- 3) Thence, parallel with and 53 feet South of the North line of said Section 30, North 90°00'00" East, a distance of 123.12 feet;
- 4) Thence, North 00°00'00" East, a distance of 7.00 feet;
- 5) Thence, parallel with and 46 feet South of the North line of said Section 30, North 90°00'00" East, a distance of 207.98 feet;
- 6) Thence, North 88°16'43 East, a distance of 199.88 feet;
- 7) Thence, North 90°00'00" East, a distance of 69.94 feet to the East line of said Lot 5;
- 8) Thence, along said East line, North 00°15'23" West, a distance of 10.00 feet to the POINT OF BEGINNING

Containing 0.225 acres of land, more or less.



LEGEND



RIGHT OF WAY
ACQUISITION

PORTION SEC. 30, T. 15 S., R. 24 E., M.D.B. & M.

EXHIBIT B
PARCEL 7A



0.50 MILES TO
ENGLEHART AVENUE



SW COR. SECTION 19

S1/4 COR.
SECTION 19

MANNING AVENUE

SECTION LINE BASIS OF BEARINGS N90°00'00"E 2657.95'

631.32'

N00°15'23"W 10.00'

N90°00'00"E
123.12'

N90°00'00"E 207.98'
N00°00'00"E 7.00'

N88°16'43"E 199.88'

N90°00'00"E
69.94'

S53°00'00"E
38.22'

WEST LINE OF
LOT 5 OF
PRODUCERS
COLONY

TRAVERS CREEK

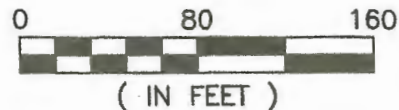
**STEVE SORIA AND
ROSANNA SORIA**

373-111-12



EAST LINE LOT 5
OF PRODUCERS
COLONY, BK 2 PG
39, FRESNO
COUNTY RECORDS

NAME:	DATE:
DRAWN: GMEDINA	04/26/17
CHECKED: JDONMYER	04/26/17
REVISION: XX	00/00/00



DEPARTMENT OF PUBLIC WORKS AND PLANNING


**TRAVERS CREEK
ON MANNING AVENUE**

#NO.


SHEET NO.1

EXHIBIT C



The North Line of Northwest Quarter of Section 30, Township 15 South, Range 24 East, Mount Diablo Base and Meridian was taken to bear N90°00'00"E.

PARCEL OWNER'S:
FRESNO COUNTY
373-350-20 

CURVE TABLE			
CURVE	DELTA	LENGTH	RADIUS
C1	40°49'33"	42.40'	59.50'
C2	13°32'56"	9.93'	42'

DAVID P. AND NIKKI A.
DONALDSON, TRS.
373-350-28 


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

JOSE L. AND ESTEFANA
MENDOZA
373-350-08  


STEVE SORIA 4
373-350-10


MANNING AVENUE

ENGLEHART AVE.

EMILY Y. ROSS AND
DWIGHT B. GOODNER
373-111-14 

DON CECIL BONNER,
 TRS.
 373-111-13

STEVE SORIA AND
ROSANNA SORIA
J73-111-12 

RICARDO AND JUANA
DIAZ
373-111-54 

DATE: 05/28/17

SURVEYED	GMEIDIN	05/28/17
DRAWN	GMEIDIN	05/28/17
CHECKED	JDONAHYER	05/28/17

Scale in Feet

Horiz. 0 50 100

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PROJECT
TRAVERS CREEK
ON MANNING AVENUE



DEPARTMENT OF PUBLIC WORKS & PLANNING		
RIGHT-OF-WAY		
Drawing No.	Sheet No. 01	Total 01

373-111-12

21434 E. Manning

EXHIBIT D

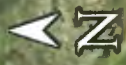
Leachfield

21343 E Manning Ave

Google earth

© 2017 Google

© 2017 Google



100 ft



Parcel 7, APN 373-111-12

Permanent Right-of-Way: \$19,678.00

Fund: 0010

Subclass: 11000

Org: 4510

Account: 8110

Program: 91267

Temporary Construction Permit: \$922.00

Fund: 0010

Subclass: 11000

Org: 4510

Account: 8110

Program: 91276