

GRANTOR:	<u>Marjorie Laine Brand, Trustee</u>	PROJECT:	<u>Watts Creek Bridge Project</u>
	<u>Douglas B. Jensen, Trustee</u>	LIMITS:	<u>Watts Valley Road</u>
ADDRESS:	<u>28984 Watts Valley Road</u>	PARCEL:	<u>1</u>
	<u>Tollhouse, CA ZIP CODE</u>	DATE:	<u>December 18, 2018</u>
	<u>APN: 140-150-01</u>		<u>Federal Project ID:</u>
			<u>BRLO-5942(248)</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 \$7,800.00 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. At Grantor(s) request, County construction work shall include the removal and installation of 712' LF of Grantor(s) fencing impacted by the project, in lieu of payment to Grantor(s) for said fencing damages. County agrees to remove the old fencing and install new fencing, while securing the property at all times with temporary fencing, as necessary. County assumes no responsibility for any continued maintenance of said fencing.

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: 0.703 acre road easement, fencing, temporary construction permit, 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.

The Marjorie Laine Brand Revocable Trust Dtd 9/3/2004

By: Marjorie Laine Brand Date: 12-18-18  
Marjorie Laine Brand, Trustee

The Douglas B Jensen 2009 Revocable Trust Dtd 1/15/2009

By: Douglas B Jensen Date: December 10, 2018  
Douglas B Jensen, Trustee

COUNTY OF FRESNO

Recommended for Approval:

By: [Signature]  
Nathan Magsig, Chairman of the Board  
of Supervisors of the County of Fresno

By: [Signature]  
R. Scott Beyelia  
Real Property Agent

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

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

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

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

By: [Signature] Deputy

**WATTS CREEK BRIDGE  
REPLACEMENT On  
WATTS VALLEY ROAD**

**Parcel 01  
Portion of APN 140-150-01**

**Exhibit A**

That portion of the West half of Section 32, Township 11 South, Range 24 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, described as follows:

Commencing at the most Westerly 3/4 inch iron pipe set as a witness corner, as shown in Detail B of Record of Survey, Recorded in Book 27 of Record of Surveys at Page 88 of Fresno County Records; thence, South 64°05'34" West, a distance of 692.65 feet to a 3/4 inch iron pipe; thence, South 69°01'49" West, a distance of 608.55 feet to the most Southwest 3/4 inch iron pipe as shown in Detail A of said Record of Survey; thence, South 77°09'20" West, a distance of 2,856.70 feet to the TRUE POINT OF BEGINNING; thence,

- 1) Thence, South 09°19'41" East, a distance of 46.53 feet;
- 2) Thence, South 64°15'29" West, a distance of 53.63 feet;
- 3) Thence, South 79°40'56" West, a distance of 103.12 feet;
- 4) Thence, South 64°33'24" West, a distance of 252.11 feet;
- 5) Thence, North 88°10'04" West, a distance of 35.61 feet;
- 6) Thence, South 63°10'52" West, a distance of 226.81 feet;
- 7) Thence, South 82°08'31" West, a distance of 52.46 feet;
- 8) Thence, North 26°49'08" West, a distance of 42.95 feet;
- 9) Thence, North 63°10'52" East, a distance of 215.98 feet;
- 10) Thence, North 35°13'41" East, a distance of 43.56 feet;
- 11) Thence, North 63°42'28" East, a distance of 194.12 feet;
- 12) Thence, North 79°25'47" East, a distance of 158.35 feet;
- 13) Thence, North 81°10'45" East, a distance of 29.39 feet;
- 14) Thence, North 82°48'03" East, a distance of 75.19 feet;

15) Thence, North 81°49'16" East, a distance of 28.31 feet to the POINT OF BEGINNING

Containing 1.221 acres of land, more or less, which includes 0.518 acres of land, more or less within the prescriptive County Right of Way, and 0.703 acres net, more or less.



# EXHIBIT B PARCEL 1

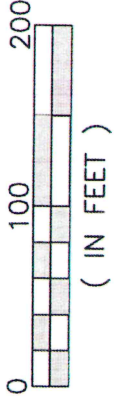
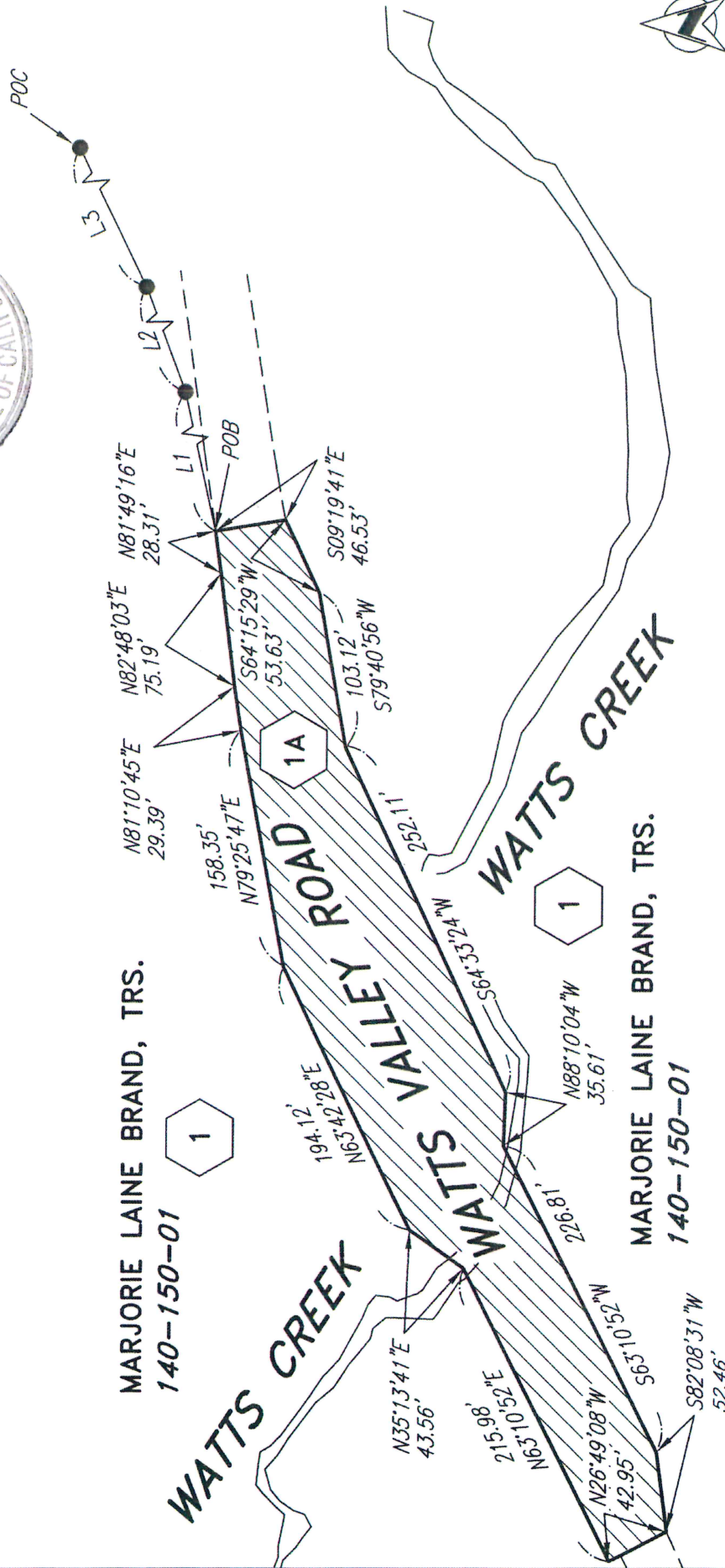
T. 11 S., R. 24 E., M.D.B. & M.



LINE TABLE		
LINE	LENGTH	BEARING
L1	2,856.70'	S77°09'20"W
L2	608.55'	S69°01'49"W
L3	691.65'	S64°05'34"W

**LEGEND**

 RIGHT OF WAY  
ACQUISITION TO  
COUNTY OF FRESNO



DEPARTMENT OF PUBLIC WORKS AND PLANNING

WATTS CREEK BRIDGE REPLACEMENT ON  
WATTS VALLEY ROAD

BRIDGE #NO.

SHEET NO. 1

NAME:	DATE:
DRAWN: J DONMYER	10/23/17
CHECKED: G MEDINA	10/23/17
REVISION: XX	00/00/00

Parcel 1, APN 140-150-01

Permanent Right-of-Way: \$7,100

Fund: 0010

Subclass: 11000

Org: 4510

Project: K11119

Account: 8110

Program: 91267

Temporary Construction Permit: \$700

Fund: 0010

Subclass: 11000

Org: 4510

Project: K11119

Account: 8110

Program: 91276