

Eureka, California

, 2018

County of Humboldt

DISTRICT	COUNTY	ROUTE	POST	E.A	PID
NR-01	HUM	101	78.67	0E680	01-1400-0123

Grantor—County of Humboldt

RIGHT OF WAY CONTRACT--STATE HIGHWAY

This Document No. 12733 in the form of a Temporary Construction Easement covering the property particularly described in Clause 9 below and as delineated on the attached map, has been executed and delivered to Danette Matcham, Right of Way Agent for the State of California.

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

1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the State of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
- (B) Grantee requires said property described in this Document No. 12733 for State highway purposes, a public use for which Grantee has the authority to exercise the power of eminent domain. Grantor(s) is/are compelled to sell, and Grantee is compelled to acquire the property.

Both Grantor(s) and Grantee recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.

2. The State shall:
 - (A) Pay the undersigned Grantor(s) the sum of \$3,900.00 for the property or interest conveyed by above document(s) when title to said property vests in the State.
 - (B) Pay all escrow, recording, and notary fees incurred in this transaction, and if title insurance is desired by the State, the premium charged therefore. Said escrow and recording charges shall not, however, include documentary transfer tax.
 - (C) Have the authority to deduct and pay from the amount shown in Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid nondelinquent assessments which have become a lien at the close of escrow.
3. In addition to the Fair Market Value, it is agreed by and between the parties hereto that the amount in Clause 2(A) above includes the sum of \$1,000.00 as an incentive to the Grantor(s) for the timely signing of this Right Of Way Contract. This incentive payment offer expires sixty (60) days from the Initiation of Negotiations.
4. Any and all monies payable under this contract, up to and including total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deed(s) or mortgage(s) shall, upon demand(s), be made payable to the mortgagee(s) or beneficiary(s) entitled there-under; said mortgagee(s) or beneficiary(s) to furnish Grantor(s) with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.
5. In consideration of the State's waiving the defects and imperfections in all matters of record title, the undersigned Grantor(s) covenants and agree(s) to indemnify and hold the State of California harmless from any

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and all claims that other parties may make or assert on the title to the premises. The Grantor's obligation herein to indemnify the State shall not exceed the amount paid to the Grantor(s) under this contract.

6. The undersigned Grantor(s) hereby agree(s) and consent(s) to the dismissal of any eminent domain action in the Superior Court wherein the herein described land is included and also waive(s) any and all claims to any money that may now be on deposit in said action.
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 State, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Clause 2(A) herein are paid to the Grantor(s). The amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
8. The undersigned Grantor(s) warrant(s) that they are the owner(s) in fee simple of the property affected by these easements and that they have the exclusive right to grant said easements.
9. It is understood and agreed that the amount payable in Clause 2(A) above includes compensation in full for the actual possession and use of the Temporary Construction Easement identified as Parcel 12760 for the period commencing on June 1, 2019 and terminating on December 1, 2021. This easement may be terminated prior to the above date by the Grantee upon written notice to the Grantor.
10. At no expense to the Grantor(s) and at the time of highway construction, construct road approach(es) at Engineer's Station(s) 36+76 . Upon completion of construction of said road approach(es) it/they will be considered as an encroachment under permit on the State highway and is/are to be maintained, repaired and operated as such by Grantor(s) in accordance with and subject to the laws of the State of California and the rules and regulations of the Department of Transportation of said State.

All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by the State, shall be left as good condition as found.

11. Grantor(s) warrant(s) that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the Grantor(s) agree(s) to hold State harmless and reimburse State for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of Grantor(s) for a period exceeding one month.
12. The parties hereto agree that the State, in acquiring title subject to unpaid assessments as set forth herein, is not assuming responsibility for payment or subsequent cancellation of such assessments. The assessments remain the obligation of the Grantor(s); and as between State and Grantor(s), no contractual obligation has been made requiring their payment.
13. This transaction will be handled through an internal escrow by the State of California, Department of Transportation, District-1 Office, P.O. Box 3700, Eureka, CA 95502.

09-05-18 MH

In Witness whereof, the parties have executed this agreement the day and year first above written.

County of Humboldt

By Rex Bohn

Name Rex Bohn

Its Chair, Board of Supervisors

Grantor(s)

RECOMMENDED FOR APPROVAL:

STATE OF CALIFORNIA
Department of Transportation

By _____
DANETTE MATCHAM
Associate Right of Way Agent

By _____
JEREMIAH JOYNER
Senior Right of Way Agent
Project Delivery Branch
Eureka

No Obligations Other Than Those Set forth Herein Will Be Recognized

