

RIGHT OF WAY CONTRACT - STATE HIGHWAY

RW 8-3 (Rev. 6/95)

, California

Date

DISTRICT	COUNTY	ROUTE	POST MILE	R/W E.A/PROJ. #.
08	SBD	247	74.6	1L090 0819000155

SAN BERNARDINO COUNTY

Grantor(s)

Document No. **26052-1 & 28880-1** in the form of a **Grant Deed** to the State of California covering the property particularly described in the above instrument has been executed and delivered to **Moses Pasillas, Right of Way Agent** for the State of California.

1. In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:
 - (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 account of a portion of the property to be acquired, or on account of any severance damage to Grantor's remainder interests at the property as a result of the location, grade or construction of the proposed public improvement.
 - (B) Grantee requires portion of said property (**APN 0417-011-07**) described in Document No. **26052-1 & 28880-1** ("property") for State highway purposes, a public use for which Grantee has the authority to exercise the power of eminent domain. Grantor(s) is compelled to sell, and Grantee is compelled to acquire the property.
 - (C) 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.
 - (D) The parties to this contract shall, pursuant Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21 and 28 C.F.R. Section 50.3.

Further, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.

2. The State shall:

- (A) Pay the undersigned grantor(s) the sum of **\$33,900.00** for the property or interest conveyed by the above document(s) and for the administrative and processing fees, which is subject to adjustment as set forth in Section 12 herein, when title to said property vests in the State free and clear of all liens, encumbrances, assessments, easements, and leases (recorded and/or unrecorded), and taxes except:

RIGHT OF WAY CONTRACT - STATE HIGHWAY (Cont.)

RW 8-3 (Rev. 6/95)

- a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
 - b. Covenants, conditions, restrictions and reservations of record, or contained in the above-referenced document.
 - c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
- (B) Pay all escrow and recording fees, including any and all notary fees incurred in this transaction and, if title insurance is desired by the State, the premium charged therefor. 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 and bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, an/or delinquent and unpaid non-delinquent assessments which have become a lien at the close of escrow.
- (D) At no expense to the grantor(s) and at the time of highway construction, the 94 linear feet of fencing in the acquisition area near the sign that reads "Elevation 2873 feet" will be removed and relocated back 12 feet and includes 70 feet along the front and 12 feet on each side by the State.
3. This transaction will be handled through an escrow with **Chicago Title NCS California 9090 Milliken Avenue, #100 Rancho Cucamonga, CA 91730.**
4. Any or all moneys payable under this contract up to and including the total amount of unpaid principal and interest on note secured by mortgage or deed of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deed or mortgage, shall, upon demand, be made payable to the mortgagee or beneficiary(ies) entitle thereunder, said mortgagee(s) or beneficiary(ies) to furnish Grantor with good and sufficient receipt showing said moneys credited against the indebtedness secured by said mortgage or deed of trust.
5. 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) further agree(s) to hold the State harmless and reimburse the 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.
6. State agrees to indemnify and hold harmless the Grantor(s) from any liability arising out of State's operations under this agreement. State further agrees to assume responsibility for any damages to the extent caused by reason of State's operations under this agreement and State, will, at its option, either repair or pay for such damage. The obligations of this paragraph shall survive the closing of escrow and the execution of the grant deed referenced herein.

RIGHT OF WAY CONTRACT - STATE HIGHWAY (Cont.)

RW 8-3 (Rev. 6/95)

7. The acquisition price of the property being acquired in this transaction reflects the fair-market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste which requires mitigation under Federal or State law, the State may elect to recover its cleanup costs from those who caused or contributed to the contamination.
8. 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 deposited into the escrow controlling this transaction. 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.
9. All work done under this agreement shall conform to all applicable building, fire and sanitary laws ordinances, and regulations relating to such work, and 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 in as good condition as found. If affected, the State's contractor will relocate any utilities and/or poles if deemed necessary under Construction Contract Work.
10. It is understood that the relocation and re-establishment of the 94 linear feet of fencing, is to be relocated and re-established by the State at State expense.
11. The Grantor(s) agrees that no improvements, other than those already on the property, shall be placed thereon; and the planting of any crops, trees, or shrubs, or alterations, repairs, or additions to existing improvements which may hereafter be placed thereon are at Grantor's risk and without expectation of payment if removed by the Grantee.
12. It is understood and agreed by and between the parties hereto the payment in Clause 2(A) above includes but is not limited to payment for administrative and processing fees of \$10,000.00. Notwithstanding anything to the contrary herein, the State agrees to pay Grantor the total amount of its actual and reasonable administrative and processing fees in connection with this transaction. In the event that said total fees exceed \$10,000.00, Grantor shall invoice Grantee for the deficiency, which shall be paid to Grantor within 60 days after the invoice date. In the event that said total fees are less than \$10,000, Grantor shall refund any excess to Grantor within 60 days after said total fees have been calculated by Grantor. The obligations of this paragraph shall survive the closing of escrow and the execution of the grant deed referenced herein.
13. As a condition to Grantor's obligations herein, Grantor shall have received a written letter of concurrence from the California Department of Housing and Community Development (HCD) that the Property is Exempt Surplus Land under the Surplus Land Act and at least thirty (30) days have passed following the receipt of such concurrence. The 30 days shall commence after approval of this transaction by Grantor's Board.
14. In the event this information changes or the property transfers, the owner shall notify the State in writing of such occurrence at:

RIGHT OF WAY CONTRACT - STATE HIGHWAY (Cont.)

RW 8-3 (Rev. 6/95)

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF TRANSPORTATION
464 W. 4th Street, 9th Floor, MS-950
San Bernardino, CA 92401-1400
Attn: Moses Pasillas
Office of Right of Way
(909) 371-9209

RIGHT OF WAY CONTRACT - STATE HIGHWAY (Cont.)

RW 8-3 (Rev. 6/95)

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

SAN BERNARDINO COUNTY

By

Dawn Rowe
Chair, Board of Supervisors

**SIGNED AND CERTIFIED THAT
A COPY OF THIS DOCUMENT
HAS BEEN DELIVERED TO THE
CHAIR OF THE BOARD**

**LYNNA MONELL, Clerk of the Board of
Supervisors**

By:

Deputy

Date:

Approved as to Legal Form:

**Laura Feingold, County Counsel
San Bernardino County, California**

By:

Agnes Cheng
Deputy County Counsel

Date:

RIGHT OF WAY CONTRACT - STATE HIGHWAY (Cont.)

RW 8-3 (Rev. 6/95)

RECOMMENDED FOR APPROVAL:

By: _____
Moses Pasillas
Right of Way Agent
District 8

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTION

APPROVED BY:

By: _____
Christine Senteno **Date**
Supervising Right of Way Agent
Project Delivery Manager

By: _____
Aidee Arpon
Senior Right of Way Agent
District 8

No Obligation Other Than Those Set Forth Herein Will Be Recognized.