

\_\_\_\_\_, California

\_\_\_\_\_, 2018

Lake County Sanitation District,  
a public entity

*Grantor--*

DISTRICT	COUNTY	ROUTE	POST	E.A	PID
01	LAK	175	25.70	0A0409	01-0002-0013

## RIGHT OF WAY CONTRACT--STATE HIGHWAY

Document No. 12634 in the form of a Grant Deed covering the property particularly described in the above instrument has been executed and delivered to Mendi Houx, 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 Document No. 12634 for State highway purposes, a public use for which Grantee has the authority to exercise the power of eminent domain. Grantor is compelled to sell, and Grantee is compelled to acquire the property.

Both Grantor 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 **\$20,900.00** for the property or interest conveyed by above document(s) 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:
  - 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 right of way over said land for public or quasi-public utility or public street purposes, if any.
  - d. A Special Federal / State Lien executed by the Lake County Sanitation District in favor of the Environmental Protection Agency, a federal government agency, to secure

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obligations under the EPA Assistance Agreement, and grant money and the obligations under the State Grant Contract in favor of the State Water Resources Control Board, a state governmental agency, and grant money, recorded June 27, 1990 as Instrument No. 13689, Book 1530, Page 120, Official Records.

- (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 \$1,900.00 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 (March 12, 2018).
4. In consideration of the State's waiving the defects and imperfections in all matters of record title, the undersigned Grantor covenants and agrees to indemnify and hold the State of California harmless from any 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 under this contract.
5. 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.
6. 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.
7. At no expense to the grantor(s) and at the time of highway construction, construct road approaches left of Engineer's Stations 180 + .092 and 216 + 88. Upon completion of construction of said road approaches, they will be considered as an encroachment under permit on the State highway and 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.
8. Permission is hereby granted to State or its authorized agent to enter on my/our land, where necessary, to reconstruct the road approaches as described in Clause 7 of this Contract.

I (we) understand and agree that after completion of the work described in Clause(s) 7, said facility(ies) will be considered as my/our sole property and I (we) will be responsible for its/their maintenance and repair.

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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.

9. 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.
10. This transaction will be handled through an external escrow with First American Title Company 18990 Coyote Valley Rd., Ste. 13, Hidden Valley Lake, CA 95467, Escrow No. 1705-5296178.

01-11-18 MH

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

Lake County Sanitation District,  
a public entity

By \_\_\_\_\_

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*Grantor(s)*

RECOMMENDED FOR APPROVAL:

**STATE OF CALIFORNIA**  
**Department of Transportation**

By \_\_\_\_\_

MENDI HOUX  
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**