

**RIGHT OF WAY AGREEMENT**

Right-of-Way: Cambria Main Street Bridge Replacement Project

WBS #300180, Parcel No. 08-13

**THIS AGREEMENT** entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Betty J. Taylor, as Trustee of the Taylor Family Trust dated January 29, 1992, hereinafter referred to as GRANTORS and the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

**WITNESSETH:**

**WHEREAS**, Document No. 08-13, in the form of a Public Road and Slope Easement Deed, covering the property particularly described in the above instrument, has been executed and delivered to Phil Acosta, Right of Way Agent for the County of San Luis Obispo.

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions, promises and agreements herein set forth, it is mutually agreed by and between GRANTORS and COUNTY as follows:

1. 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 COUNTY of all further obligation or claims on this account or on account of the location, or construction, of the proposed public improvement, except as set forth herein.

2. The COUNTY shall:

a. Pay the undersigned GRANTORS the sum of \$2,600.00 for the property interests as conveyed herein and by Deed No. 08-13 when title to said property vests in the COUNTY free and clear of all liens, encumbrances, assessments, easements, leases (recorded and/or unrecorded), and all taxes, except:

1. Taxes for the fiscal year in which this Agreement is entered which shall be cleared and paid in the manner specified under Article 5 (commencing with Section 5081) of Chapter 4 of Part 9 of Division 1 of the Revenue and Taxation Code, if unpaid at time Agreement is entered.

2. Easements or rights of way over said land for public, public utility or quasi-public utility purposes, if any.

b. Pay any escrow and recording fees incurred in this transaction, and if title insurance is desired by the COUNTY, the premium charged therefor.

c. Have the authority to deduct and pay from the amount shown in clause 2 (a) above, any amount necessary to satisfy any delinquent taxes due in any fiscal year except the fiscal year in which this escrow closes, together with penalties and interest thereon, and/or delinquent or non-delinquent assessments or bonds except those which title is to be taken subject to, in accordance with the terms of this agreement.

3. GRANTOR hereby grants permission to the COUNTY, or its authorized agent to enter upon GRANTORS' land where necessary within that certain area titled Temporary Construction Easement on the map attached hereto and made a part hereof, for the purposes of facilitating

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construction or removal of COUNTY facilities related to the Cambria Main Street Bridge Replacement Project (Project) including, but not limited to, the stockpiling of materials and soil; and the parking and storage of equipment; and for all other related activities and purposes associated with construction or removal of COUNTY facilities for the said Project. Said Temporary Construction Easement shall commence upon County's issuance to GRANTORS of a copy of the Notice to Proceed for said Project and shall terminate upon completion of said Project or after twenty-four (24) months from the date of commencement, whichever shall occur first. The amount shown in clause 2 herein includes, but is not limited to, full payment for said Temporary Construction Easement, including severance damages, if any, from said date. Upon completion of construction of COUNTY'S facilities, the Temporary Construction Easement Area shall be generally restored to the condition that existed prior to construction, to the extent reasonably practical.

4. GRANTOR hereby grants permission to the COUNTY, or its authorized agent, to enter upon GRANTOR'S land, where necessary, for purposes of replacing or reconstructing Project impacted fencing in-kind. GRANTOR understands and agrees that upon completion of the work described in this section, said fencing located upon GRANTOR'S land shall be considered as the sole property of the GRANTOR; the maintenance and repair of said property to be that of the GRANTOR.

5. All work done on GRANTOR'S property 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 workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed on GRANTOR'S property by the COUNTY in connection with the Project, shall be left in as good condition as found at the commencement of the Project.

6. It is agreed and confirmed by the parties hereto that, notwithstanding other provisions of this agreement, County shall have the right to possess and use the property covered by said Public Road And Slope Easement commencing on June 01, 2012 or upon the close of escrow, whichever shall occur first and that 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.

**IN WITNESS WHEREOF**, GRANTORS and COUNTY have executed this Agreement the day and year first above written. (As used above the term GRANTOR shall include the plural as well as the singular number as the case may be.)

Betty J. Taylor, as Trustees of the Taylor Family Trust dated January 29, 1992, **GRANTOR**

By: Betty J. Taylor, Trustee  
Betty J. Taylor, Trustee

Date: 3-26, 2012

COUNTY OF SAN LUIS OBISPO – DEPARTMENT OF PUBLIC WORKS  
**RIGHT OF WAY AGREEMENT**

COUNTY OF SAN LUIS OBISPO

\_\_\_\_\_  
Chairperson of the Board of Supervisors  
County of San Luis Obispo

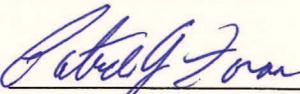
Dated: \_\_\_\_\_, 20\_\_

ATTEST:  
Julie L. Rodewald County Clerk-Recorder  
and Ex-Officio Clerk of the Board of Supervisors  
County of San Luis Obispo

\_\_\_\_\_  
Deputy Clerk

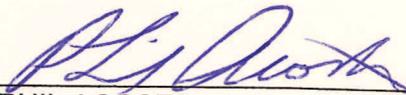
APPROVED AS TO FORM AND LEGAL EFFECT:

WARREN R. JENSEN  
County Counsel

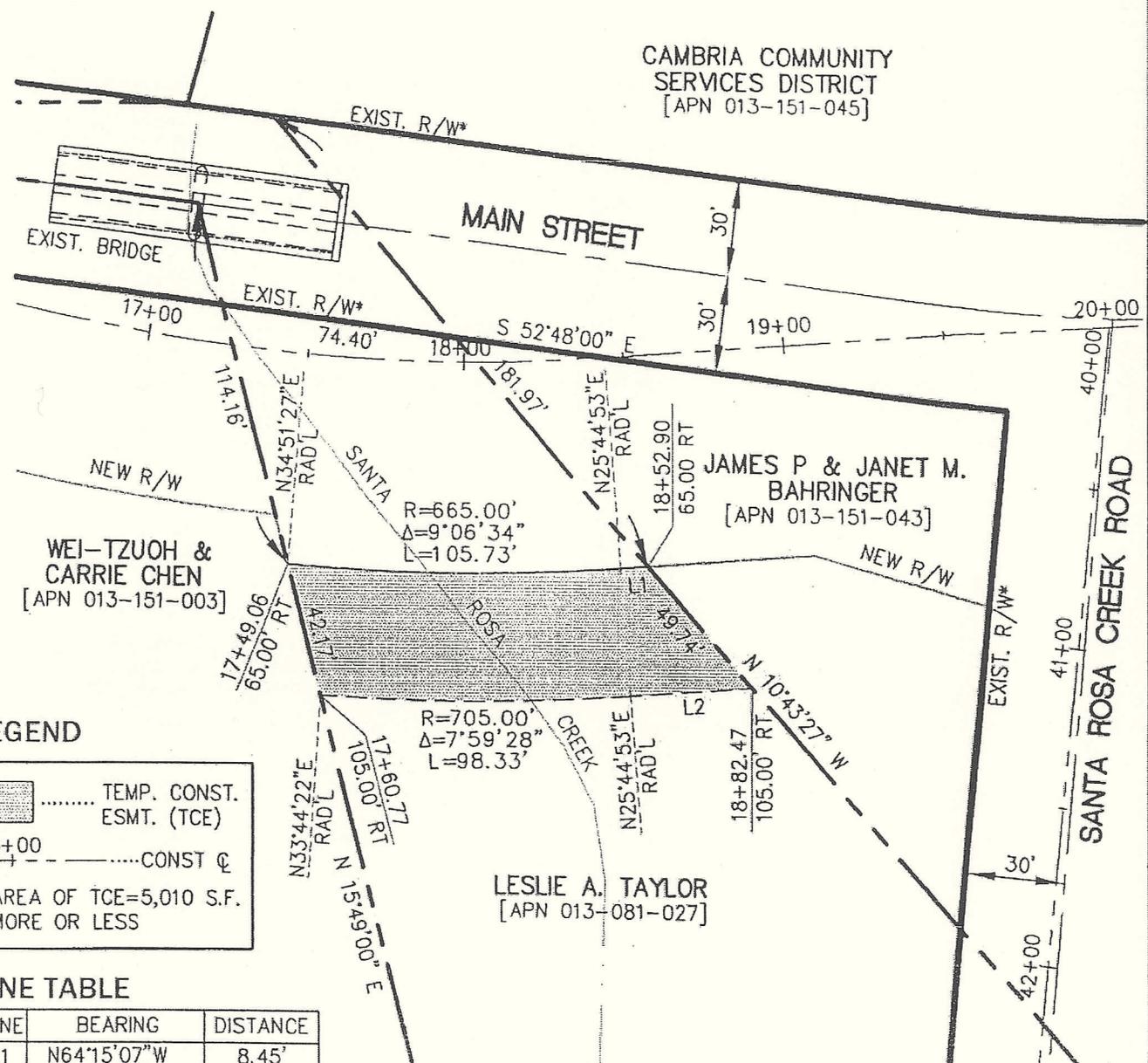
By:   
Deputy County Counsel  
4/3/12

RECOMMENDED FOR APPROVAL:

Department of Public Works:  
PAAVO OGREN  
Public Works Director

By:   
PHIL ACOSTA  
Right of Way Agent

CAMBRIA COMMUNITY SERVICES DISTRICT  
[APN 013-151-045]



LEGEND

TEMP. CONST. ESMT. (TCE)  
 18+00 ----- CONST C  
 AREA OF TCE=5,010 S.F. MORE OR LESS

LINE TABLE

LINE	BEARING	DISTANCE
L1	N64°15'07"W	8.45'
L2	N64°15'07"W	38.02'

\*EXIST. RIGHT OF WAY OF MAIN ST. ESTABLISHED FROM LOC. OF EXIST. PAVEMENT.  
EXIST. RIGHT OF WAY OF SANTA ROSA CREEK ROAD ESTABLISHED FROM EXIST. FENCING.



TEMPORARY CONSTRUCTION EASEMENT

OF A PORTION OF THE RANCHO SANTA ROSA PER BOOK A, PAGE 42 OF PATENTS IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA PREPARED AT THE REQUEST OF T.Y. LIN INTERNATIONAL BY

ORTON ENGINEERING, INC.

1686 RAMONA AVE., STE. F GROVER BEACH, CA 93433 TELEPHONE: (805) 474-1700

JANUARY 25, 2012 JOB NO. 03.048

